FULTON COUNTY BOARD OF COMMISSIONERS
FIRST REGULAR MEETING
November 6, 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

24-0692 **Board of Commissioners**
Adoption of the Consent Agenda - All matters listed on the Consent Agenda are considered routine by the County Commission and will be enacted by one motion. No separate discussion will take place on these items. If discussion of any Consent Agenda item is desired, the item will be moved to the First Regular Meeting Agenda for separate consideration.

24-0693 **Board of Commissioners**
Proclamations for Spreading on the Minutes.

Proclamation recognizing "Jamila Canady Appreciation Day." **(Hall/Arrington)**
October 8, 2024

Proclamation recognizing "Eagle Scout Ronit Sankhe Appreciation Day." **(Thorne)**
October 19, 2024

Proclamation recognizing "Eagle Scout Tye Wade Appreciation Day." **(Thorne)**
October 19, 2024

Proclamation recognizing "Eagle Scout Charlie Buck Appreciation Day." **(Thorne)**
October 19, 2024

Proclamation recognizing "Women In Film and Television Atlanta Appreciation Day." **(Abdur-Rahman)**
October 24, 2024

Proclamation recognizing "Georgia Latino International Film Festival Appreciation Day." **(Thorne)**
October 24, 2024

Proclamation recognizing "Pastor Christopher Wimberly, Sr. Appreciation Day." **(Abdur-Rahman)**
October 27, 2024

Proclamation recognizing "Maurice Moetown Lee Appreciation Day." **(Arrington)**
October 27, 2024

Open & Responsible Government

24-0694 **Human Resources Management**
Request for approval of Fulton County's participation in the Working Advantage Employee Discount Program.

24-0695 **Real Estate and Asset Management**

Request approval to accept a name change and authorizing the Department of Purchasing & Contract Compliance to reflect the name change of Ed Castro Landscape to Mariani Enterprises, LLC. dba Ed Castro Landscape. Effective upon BOC approval.

24-0696 **Real Estate and Asset Management**

Request approval to award a contract without competition - Department of Real Estate and Asset Management, #24SSREQ1325561C-JH, Firing Range Lead Maintenance Services in the amount not to exceed $32,400.00 with Metals Treatment Technologies, LLC (MT2) (Arvada,CO), to provide firing range lead maintenance services at the Fulton County Multi Agency Range firing range located at 5301 Aldredge Road SW, Atlanta, GA 30331. Effective upon issuance Notice to Proceed until completion of project as determine by Fulton County Police Department.

24-0697 **Real Estate and Asset Management**

Request approval of a Lease Agreement between Fulton County, Georgia ("Lessor") and the City of Sandy Springs, Georgia ("Lessee") for the City of Sandy Springs to enhance the maintenance, care, and landscaping of the Reading Garden located at the Sandy Springs Library, located at 395 Mount Vernon Highway, NE, Atlanta, Fulton County, Georgia. Effective upon approval. There is no cost to Fulton County. The term of this Lease Agreement Lease is for a period of twenty (20) years, commencing on the Effective Date, unless sooner terminated or extended.

24-0698 **Real Estate and Asset Management**

Request approval of a revenue generating contract - Department of Real Estate and Asset Management, 24ITB143401C-JNJ, Electronic Equipment Recycling Services with Novus Solutions, LLC (Marietta, GA), to pick up all salvaged computers and electronic equipment and deliver to an approved and licensed recycling facility. This is a revenue generating contract. Effective upon execution of contract, through December 31, 2024, with two renewal options.

24-0699 **Real Estate and Asset Management**

Request approval of a Sewer Easement Dedication of 39,770.28 square feet to Fulton County, Georgia, from EA Homes, LP, for the purpose of constructing the Argosy Park Project at 0 Northpoint Parkway, Alpharetta, Georgia 30005

24-0700 **Real Estate and Asset Management**

Request approval of a Sewer Easement Dedication of 11,236 square feet to Fulton County, Georgia, from CRP/WP Union City Owner, LLC, for the purpose of constructing the Altera Union City Project at 5125 Campbellton Fairburn Road, Union City, Georgia 30213.

24-0701 **Real Estate and Asset Management**

Request approval to renew existing contracts - Department of Real Estate and Asset Management,23RFP138765K-CRB, Standby Professional Services for Environmental Engineering & Testing Services in the total amount not to exceed $150,000.00 with (A) Atlas Technical Consultants, LLC (Duluth, GA), in the amount not to exceed $50,000.00; (B) Nova Engineering & Environmental, LLC (Kennesaw, GA), in an amount not to exceed $50,000.00; and (C) Oasis Consulting Services, LLC (Roswell, GA), in an amount not to exceed $50,000.00, to provide standby environmental engineering and testing services on an task order basis for a variety of professional services projects in support of the Department of Real Estate and Asset Management. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

24-0702 **Real Estate and Asset Management**

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 22ITB134833C-MH, Fire Extinguisher Testing and Maintenance Services in the total amount not to exceed $75,000.00 with (A) Cintas Fire Protection, Inc. (Norcross, GA) in an amount not to exceed $45,000.00; and (B) Summit Fire & Security (Loganville, GA) in an amount not to exceed $30,000.00, to provide fire extinguisher testing and maintenance services on an as needed basis for Fulton County facilities. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2025, through December 31, 2025.

24-0703 **Real Estate and Asset Management**

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 23ITB138800C-MH, Scrap Metal Removal with M&M Waste Inc. (Atlanta, GA), to provide scrap metal recycling services for Fulton County facilities. This is a revenue generating contract. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

24-0704 **Real Estate and Asset Management**

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 23ITB071323C-MH, Septic Tank and Grease Trap Maintenance Services Countywide in an amount not to exceed $45,000.00 with Darling Ingredients, Inc. (Atlanta, GA), to provide septic tank and grease trap maintenance services on an as needed basis for Fulton County. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

24-0705 **Real Estate and Asset Management**

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 23ITB13887CJNJ, Towing and Wrecker Services for County Fleet in the amount not exceed $60,000.00, with CSS Transportation LLC (Smyrna, GA), to provide towing and wrecker services for the County fleet. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

24-0706 **Finance**

Request approval to amend an existing contract - Finance Department, 20RFP110320C-CG, GASB 75 Actuarial Consulting Services to resolve conflicting language regarding renewal terms; and request to thereafter renew the amended contract in an amount not to exceed $27,000.00 with The Segal Company (Atlanta, GA) to provide GASB 75 actuarial services. This action corrects a scrivener's error and exercises the fourth of four renewal options. No renewal options remain. Effective dates: January 1, 2025 to December 31, 2025

Arts and Libraries

24-0707 **Library**

Request approval to renew an existing contract - Fulton County Public Library System, 24ITBC141418B-RT, Auburn Avenue Research Library, in an amount not to exceed $60,858.27 with Yankee Book Peddler Inc., dba Gobi Library Solutions from EBSCO (Contoocook, NH) to provide research material for Auburn Avenue Research Library patrons. This exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, to December 31, 2025.

24-0708 **Library**

Request approval to renew an existing contract - Fulton County Library Systems, 24ITBC1288213B-PS, Library Non-book Materials (CD's, DVD's and Spoken Words Audio Materials) in an amount not to exceed $40,000.00 with Baker and Taylor LLC (Charlotte, NC) to provide non-book materials to all 34 library locations. This action exercises the first of two renewal options. One renewal option remains. Effective: January 1, 2025, through December 31, 2025.

24-0709 **Library**

Request approval to renew an existing contract - Fulton County Library Systems, 21RFP0210B-EC, Shelf-Ready Books for Adults, Teens and Children and Lease Books for Adults in an amount not to exceed $800,000.00 with Baker and Taylor, Inc. to provide to provide adult, young adult, and children's books, and adult best-selling lease books. This action exercises the fourth of 4 renewal options. No renewal options remain. Effective dates: January 1, 2025 through December 31, 2025.

24-0710 **Library**

Request approval to renew an existing contract - Fulton County Library System - 22ITB0210B-EC, Shelf-Ready Foreign Language Books for Adults in the amount of $36,520.00 with Multi-Cultural Books and Video (Madison Heights, MI) to provide foreign language books in multiple languages to all 34 library locations. This action exercises the third of three renewal options. No renewal options remain. Effective dates: January 1, 2025, to December 31, 2025.

Health and Human Services

24-0711 **Senior Services**

Request approval to renew an existing contract - Department of Senior Services, 23ITB125742A-BKJ, Swimming Pool Maintenance Services in an amount not to exceed $130,000.00 with United Pool Maintenance, LLC (Roswell, GA) to provide pool maintenance, repair, and preventive maintenance for all four Senior Multipurpose Facilities. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025 through December 31, 2025.

24-0712 **Public Works**

Request approval to renew an existing contract - Department of Public Works, 23ITB137323A-KM, Laboratory Testing Services in an amount not to exceed $100,000.00 with Eurofins Environmental Testing Services, LLC, (Atlanta, GA) to provide laboratory testing services. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2025 through December 31, 2025.

24-0713 **Public Works**

Request approval of an Intergovernmental Agreement (IGA) between Fulton County and the City of Milton, GA for water main relocations associated with the road improvements Morris Road in the City of Milton, GA, in an estimated amount of $336,051.60.

24-0714 **Public Works**

For spreading on the minutes: Executed temporary Right of Entry (ROE) agreements permitting Public Works staff or contractors to enter properties within Fulton County to determine the composition of their water service lines, as required by the Lead Copper Rule Revision as administered by the United States Environmental Protection Agency.

24-0715 **Public Works**

Request approval of an Intergovernmental Agreement (IGA) between Fulton County and the City of Johns Creek, Georgia for Fire Hydrant, Water Meter and Water Valve Box relocations and adjustments associated with the road improvements at various locations in the City of Johns Creek, Georgia, in an estimated amount of $100,000.00.

24-0716 **Behavioral Health and Developmental Disabilities**

Request approval of Subrecipient Award Agreements with the Atlanta/Fulton County Prearrest Diversion Initiative, Inc. (PAD) and Applied Research Services, Inc. (ARS) to fulfill a COSSUP Grant between Fulton County, on behalf of the Department of Behavioral Health and Developmental Disabilities (DBHDD) with Subrecipients for the grant award in the amount of $1,599,999.00 from the U.S. Department of Justice, Bureau of Justice Assistance. The two agreements are with PAD in the amount of $564,093.00 to provide Diversion Services, and (b) ARS in the amount of $150,000.00 to provide data collection services for this grant. The County Attorney is authorized to approve the agreements as to form and make necessary changes thereto prior to execution. The agreements are effective upon BOC approval through September 30, 2025. The payment period for eligibility for payments from the grant utilized in funding these Agreements is effective for the duration of the eligibility period of the grant (October 1, 2023 through September 29, 2026), but shall not extend beyond September 30, 2025. This item is 100% grant funded.

24-0717 **Community Development**

Request approval to enter into a Data Use Agreement (DUA) between Fulton County, Georgia, as the GA-502 Fulton County Continuum of Care Collaborative Applicant (FC CoC) through its Department of Community Development and the Fulton County Board of Health (FCBOH) to validate housing status assessment questions to inform future public health actions; and for other purposes.

24-0718 **Community Development**

Request approval to utilize Cooperative Purchasing - Department of Community Development, Westmoreland County, Commonwealth of Pennsylvania, in the amount of $82,000.00 with Northeast & Bucks Company DBA, Mullin & Lonergan Associates (M&L) (Pittsburgh, PA) to provide technical assistance (TA) and aid in the preparation of various reports and documents related to the administration and implementation of HOME ARP, the Community Development Block Grant (CDBG), HOME, and NSP Programs. Effective January 1, 2025 through December 31, 2025. This item is 100% grant funded.

Justice and Safety

24-0719 **Police**

Request approval to renew existing contracts - Police Department, 23ITB140069B-EC, Wrecker and Towing Services, a revenue generating contract with S&W Services of Atlanta, Inc. (Atlanta, GA) to provide wrecker towing services. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025 through December 31, 2025.

FIRST REGULAR MEETING AGENDA

24-0720 **Board of Commissioners**
Adoption of the First Regular Meeting Agenda.

24-0721 **Clerk to the Commission**
Ratification of Minutes.

First Regular Meeting Minutes, October 2, 2024
Second Regular Meeting Post Agenda Minutes, October 16, 2024

24-0722 **Board of Commissioners**
Presentation of Proclamations and Certificates.

Proclamation recognizing “Paul Zucca Remembrance Day.”
(Abdur-Rahman/Pitts/Ellis)

Proclamation recognizing “Operation Green Light for Veterans Appreciation Days.”
(Thorne/Pitts/Abdur-Rahman/Ellis/Barrett/Hall)

Proclamation recognizing “Auburn Avenue Research Library 30th Anniversary Appreciation Day.” **(Hall/Arrington/Ellis)**

Proclamation recognizing “The Honorable Thelma Wyatt Moore Remembrance Day.” **(Arrington/Hall)**

PUBLIC HEARINGS

24-0723 **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.

24-0724 **Public Works**

2024Z -0001 SFC, 4143 Fulton Industrial Boulevard (SR 70)
Public Works Dept. Recommendation: Approval Conditional
CZB Recommendation: Approval Conditional
CLUP: Consistent

Application by Brent Harris for White Coat, LLC seeks to amend the zoning of the C-2 (Commercial) of property located at 4143 Fulton Industrial Boulevard to increase the total square footage of the building from the previously approved 1,800 square feet to 3,000 square feet to add additional space for an X-ray and procedure room to accommodate an urgent care facility. The 0.44-acre property is currently developed with an 1,800 square foot building and parking lot. The applicant intends to renovate the existing building for occupational medical use as an urgent care facility focused on providing service to area workers.
The subject site has 94 feet of frontage along the northwest side of Martin Luther King Jr. Drive and is located within Land Lot 23, District 14F, Fulton County, Georgia.

CZB PUBLIC HEARING CONDUCTED: No public speakers

COUNTY MANAGER'S RENEWAL ITEMS

Open & Responsible Government

24-0725 **Finance**

Request approval to renew existing contracts - Finance, 23RFP100423C-MH, Annual Audit Services in the amount of $304,000 with PJC Group, LLC to provide Annual Audit Services including OMB Uniform Guidance (Single Audit), T-SPLOST and the Fulton County Employees Retirement System. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025 through December 31, 2025.

24-0726 **Finance**

Request approval to renew an existing contract - Finance, 23RFP060923C-MH, Printing & Mailing Water and Sewer Bills in an amount of not to exceed $432,500.00 with Dove Mailing Inc. (Atlanta, GA) to provide printing and mailing of Fulton County water and sewer bills. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025 through December 31, 2025.

24-0727 **Real Estate and Asset Management**

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 22ITB135741C-GS, Fire Sprinkler Protection System Maintenance Services, in an amount not exceed $215,000.00 with VSC Fire & Security, Inc. (Norcross, GA), to provide fire sprinkler protection system maintenance services for Countywide facilities. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2025 through December 31, 2025.

24-0728 **Real Estate and Asset Management**

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 23RFP138825K-CRB, Standby Landscape Design and Installation Countywide, in an amount not to exceed $300,000.00 with Mariana Enterprises, LLC dba Ed Castro Landscape (Roswell, GA), to provide professional landscape design and installation services along with installation of irrigation systems for County facilities. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

24-0729 **Real Estate and Asset Management**

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 22ITB134934C-MH, Moving Services in the total amount not to exceed $265,000.00 with (A) Beltmann Relocation Group (Stone Mountain, GA) in an amount not to exceed $85,000.00; (B) ALS Van Line Services, Inc. (Atlanta, GA) in an amount not to exceed $100,000.00; and, (C) Tuxedo Logistics, LLC dba Allied Commercial Services (Columbus, GA) in an amount not to exceed $80,000.00 to provide moving services on an as-needed basis for Fulton County. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2025, through December 31, 2025.

24-0730 **Real Estate and Asset Management**

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 23ITB138801C-GS, Janitorial Services for Selected Fulton County Facilities (Groups C, D & G) in the total amount not to exceed $1,404,863.00 with (A) American Facility Services, Inc. (Alpharetta, GA) in the amount not to exceed $907,928.00 for Group C (Central Libraries) and Group D (North Fulton Libraries); and (B) Good Success Company, Inc. (Atlanta, GA) in the amount not to exceed $496,935.00 for Group G (North and Central Senior Centers), to provide janitorial services for selected Fulton County facilities for Fulton County. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

24-0731 **Real Estate and Asset Management**

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 23RFP138801C-JNJ, Standby Emergency Repair and Restoration Services in the total amount not to exceed $3,000,000.00 with (A) Complete Contracting Partners, LLC (Powder Springs, GA) in an amount not to exceed $1,500,000.00; and (B) Cotton Commercial USA, Inc. dba Full Circle Restoration (Duluth, GA), in an amount not exceed $1,500,000.00 to provide standby emergency repair and restoration services for Fulton County facilities on an as needed basis. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

Health and Human Services

24-0732 **Public Works**

Request approval to renew an existing contract - Department Public Works, 23ITBC100523A-KM, Water Meters in an amount not to exceed $300,000.00 with Delta Municipal Supply Company (Braselton, GA) to provide water meters. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

24-0733 **Public Works**

Request approval to renew an existing contract - Department of Public Works, 22RFP134460K-JAJ, Professional Services for Airport Consulting and Engineering Services Design/Engineering/Construction an amount not to exceed $1,015,000.00 with Michael Baker International to provide design, engineering and construction inspection services for updating, modifying and implementing the Capital Improvement Plan at Fulton County Executive Airport - Charlie Brown Field. This action exercises the second of four renewal options. Two renewal options remain. Effective dates: January 1, 2025, through December 31, 2025.

24-0734 **Public Works**

Request approval to renew an existing contract - Department of Public Works, 22ITB075A-KM, Sewer Line Chemical Root Control Services in the amount not to exceed $349,996.36 with Duke's Root Controls, Inc. (Syracuse, NY), to provide sewer line chemical root control services. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2025 through December 31, 2025.

24-0735 **Public Works**

Request approval to renew existing contract - Department of Public Works, 23ITB137397A-KM, Sewer System Cleaning, and Manhole Camera Inspection Services in an amount not to exceed $550,000.00 with Woolpert, Inc. (Atlanta, GA), to provide sewer system cleaning and manhole camera inspection services. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2025 through December 31, 2025.

24-0736 **Public Works**

Request approval to renew an existing contract - Department of Public Works, 24ITB230702A-BKJ, Valve Assessment in an amount not to exceed $600,000.00 with Pure Technologies U.S., Inc. d/b/a Wachs Water Services (Buffalo Grove, IL) to provide valve condition assessment services. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025 through December 31, 2025.

24-0737 **Behavioral Health and Developmental Disabilities**

Request approval to renew existing contracts - Department of Behavioral Health and Developmental Disabilities, 22RFP038A-CJC, Fulton County Behavioral Health Network in the total amount not to exceed $13,658,597.12 with (A) River Edge Behavioral Health Community Service Board (Macon, GA) in an amount not to exceed $4,208,688.44, to provide Minority AIDS Initiative (MAI), Core Adult Outpatient - Center for Health & Rehabilitation, Permanent Supportive Housing (PSH), DUI - North Fulton Service Center, Center for Health & Rehabilitation & South Fulton Service Center, Misdemeanor Mental Health Court (MMC); (B) Chris 180, Inc. (Atlanta, GA) in an amount not to exceed $3,549,409.68, to provide School Based Mental Health - 38 Fulton Schools, Text 4 Help, Core Child & Adolescent Outpatient - Adamsville & North Fulton, Clubhouse for Youth, Re-Entry - Fulton County Jail; (C) The Summit Counseling Center, Inc. (Johns Creek, GA) in an amount not to exceed $988,738.35, to provide School Based Mental Health - 28 Fulton Schools; (D) Grady Memorial Hospital d/b/a Grady Health System (Grady) (Atlanta, GA) in an amount not to exceed $3,177,290.10, to provide Core Adult Outpatient - North Fulton Service Center & South Fulton Service Center, Re-Entry (Women on the Rise), SRU - Fulton County Jail; (E) Health Connect America (HCA) d/b/a Georgia Hope (Woodstock, GA) in an amount not to exceed $800,000.00, to provide Core Child & Adolescent Outpatient - Oak Hill; and (F) Step Up on Second Street, Inc. (Decatur, GA) in an amount not to exceed $934,470.55, to provide Permanent Supportive Housing (124 units). This action exercises the second of nine renewal options. Seven renewal options remain. Effective Dates: January 1, 2025 through December 31, 2025.

24-0738 **Senior Services**

Request approval to renew an existing contract - Senior Services, 21RFP000027A-CJC, Senior Transportation Services in an amount not to exceed $7,186,827.03 with Transdev, Incorporated (East Point, GA) to provide transportation services for Senior Services and Behavioral Health programs. This is the third of four renewal options. One renewal option remains. Effective January 1, 2025 through December 31, 2025.

24-0739 **Senior Services**

Request approval to renew an existing contract - Department of Senior Services 23RFP137278A-CJC, Comprehensive Nutrition Care in an amount not to exceed $2,754,104.58 with Open Hand Atlanta (Atlanta, GA) to provide congregate and home delivered meals, meal delivery, nutrition education and nutrition counseling for Fulton County residents aged 60 and above. This action exercises the second of four renewal options. Two renewal options remain. Effective dates January 1, 2025 through December 31, 2025.

24-0740 **Senior Services**

Request approval to renew an existing contract - Senior Services, 23RFP137326A-CJC, Food Services Management in the amount of $1,038,226.81 with Piccadilly Holdings, LLC (Baton Rouge, LA) to provide food service management and purchasing of perishable and non-perishable food items for the four senior multipurpose facilities and three training centers. This action exercises the second of two renewal options. No renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

24-0741 **Senior Services**

Request approval to renew existing contracts - Department of Senior Services, 21RFQ000007A-CJC, Senior In-Home Services in an amount not to exceed $1,030,166.32 with (A) Southern Homecare Services dba Always Caring Home Care (Roswell, GA) in the amount of $540,642.91; (B) Help At Home LLC (Newnan, GA) in the amount of $115,990.92; (C) At Home Atlanta (Roswell, GA) in the amount of $216,288.76; and, (D) Trusted Hands (Stone Mountain, GA) in the amount of $157,243.73, to provide In-Home Services to eligible Fulton County seniors aged 60 and above. This action exercises the fourth of four renewal options. No renewal options remain. Effective date January 1, 2025 thru December 31, 2025.

24-0742 **Senior Services**

Request approval to renew existing contracts - Department of Senior Services 22RFP035A-CJC, Aging Services in the total not to exceed amount of $4,363,792.43 with (A) Senior Services North, Inc. (Alpharetta, GA) in an amount not to exceed $1,779,844.50; (B) South Fulton Senior Services (College Park, GA) in an amount of $1,469,171.63; and (C) Visiting Nurses Health Systems (Atlanta, GA) in the amount of $1,114,776.30 to provide Aging Services for Fulton County seniors aged 60 and above. This action exercises the second of four renewal options. Two renewal options remain. Effective date January 1, 2025 thru December 31, 2025.

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.

24-0744 **Police**

Request approval to renew existing contracts - Police Department, 23ITB139979B-RT, Automobile Repair Services in amount of $153,000.00 with Moon's Service Center (Mableton, GA) to provide automobile repair services for the Police Department's fleet. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025 through December 31, 2025.

Justice and Safety

24-0745 **Sheriff**

Request approval to renew an existing contract - Sheriff's Office, 17RFP07012016B-BR, Inmate Medical Services with NaphCare of Fulton County, LLC (Birmingham, AL) in an amount not to exceed $35,143,457.16 to provide physical and mental health services to inmates at the Fulton County Jail and other locations and an estimated not to exceed amount of $6,000,000.00 for annual medication pass through costs for a total not to exceed amount of $41,143,467.16. This action exercises the seventh of nine renewal options. Three renewal options remain. Effective dates: January 1, 2025, through December 31, 2025.

COUNTY MANAGER'S ITEMS

Open & Responsible Government

24-0746 **Real Estate and Asset Management**

Request approval to utilize cooperative purchasing - Department of Real Estate and Asset Management, North Georgia Fuel Cooperative (NGFC) Contract #BL051-23, Gasoline and Diesel Fuel in the total amount not to exceed $2,331,442.00 with (A) James River Solutions, LLC, (Ashland, VA) in an amount not to exceed $940,000.00; (B) Boswell Oil Company (Athens, GA) in an amount not to exceed $730,721.00; and (C) Sunoco, LP (Dallas, TX) in an amount not to exceed $660,721.00, to provide gasoline and diesel fuel for Fulton County fleet vehicles. Effective dates: September 1, 2024, through August 31, 2025.

24-0747 **Registration & Elections**

Request approval of a statewide contract - Registrations and Elections, SWC# 99999-SPD-ES40199376IS-02, In-State Car Rental in the amount not to exceed $149,040.00 with Enterprise Leasing of Georgia, LLC (Atlanta, GA) for the rental of box trucks, passenger vehicles and cargo vans for the Presidential General Run-off Election. Effective upon approval through December 31, 2024.

24-0748 **Real Estate and Asset Management**

Request approval of Task Order No. 1 - Department of Real Estate and Asset Management, 23ITB138741K-JAJ,Task Order Contract for Minor Construction Projects in an amount not to exceed $277,000.00 with Hawk Construction Company, LLC (Ellenwood, GA), to provide upgrades/replacement and complete installation of new fitness equipment systems in five (5) Senior Centers currently identified with life/safety hazards and/or non-operating equipment. Effective upon BOC approval.

24-0749 **Information Technology**

Request approval to amend an existing contract - Information Technology, 22RFP315692K-BKJ, Design, Development and Implementation for Phase I, Public Facing Website with Svanaco Inc., DBA Americaneagle.com (Des Plaines, IL) to complete outstanding project deliverables and to provide additional support hours for the County's public facing website project effective upon BOC approval for an additional 12 month period.

24-0750 **Real Estate and Asset Management**

Request approval to award a contract without competition - Department of Real Estate and Asset Management, 24SS092524C-MH, Countywide Postage Services in an amount not to exceed $2,300,000.00 with the United States Postal Services (Atlanta, GA), to provide postage services for all County agencies. Effective dates: January 1, 2025, through December 31, 2025.

24-0751 **Real Estate and Asset Management**

Request approval to amend an existing contract - Fulton County Library System, 11RFP78732K-NH, Furniture, Fixtures and Equipment (FF&E) Consulting Services for the Library Capital Improvement Program, Phase II (FCLS-CIP) with Hillsman, Inc. (Alpharetta, GA) in the amount not to exceed $3,425.00 to provide additional changes to the existing scope of the interior design, furniture selection, procurement of furniture and furnishings and installation of all procured items for East Point Library Expansion, MLK Library, Northside Library, and the Peachtree Library. Effective upon BOC approval.

24-0752 **Real Estate and Asset Management**

Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC90816, Motor Vehicle Maintenance & Inventory Management Services, in an amount not to exceed $755,000.00 with Automotive Rental Inc. dba Holman (Mt Laurel, NJ), to provide repairs and maintenance for specialized heavy equipment and other fleet vehicles for Fulton County. Effective date: January 1, 2025, through December 31, 2025.

24-0753 **Real Estate and Asset Management**

Request approval to utilize cooperative purchasing - Department of Real Estate and Asset Management, US Communities Home Depot Contract #16154, a Master Agreement Contract for Maintenance, Repair, Operating (MRO) Supplies, Industrial Supplies and Related Products and Services, in an amount not to exceed $200,000.00 with Home Depot USA, Inc. (Atlanta, GA), to purchase building materials, hardware, tools, paint, electrical and roofing materials, and related items. Effective January 1, 2025, through December 31, 2025.

24-0754 **Real Estate and Asset Management**

Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC#99999-001-SPD0000164-0002, Natural Gas Firm Delivery Service in the amount not to exceed $700,000.00 with Scana Energy Marketing, LLC (Atlanta, GA), to provide natural gas services to all Fulton County facilities to include the Fulton County Jail Complex. Effective dates: January 1, 2025, through December 31, 2025.

24-0755 **Real Estate and Asset Management**

Request approval to utilize cooperative purchasing - Department of Real Estate and Asset Management, Omnia Partners Public Sector Contract #R190303 Office Supplies, Related Products and Services in an amount not to exceed $150,000.00 with ODP Business Solutions, LLC, formerly Office Depot Business Solutions (Norcross, GA) to provide copy paper and related office supplies as needed Countywide. Effective January 1, 2025, through June 30, 2025.

24-0756 **Real Estate and Asset Management**

Request approval to increase the spending authority - Department of Real Estate and Asset Management, Sourcewell Contract #042821-ORK, Pest Control Services Countywide in the amount not to exceed $100,000.00 with Orkin, LLC (Atlanta, GA), to cover the costs to provide additional comprehensive pest control services at the Fulton County Jail Complex and other Countywide facilities for the remainder of FY2024. Effective upon BOC upon approval.

Health and Human Services

24-0757 **Public Works**

Request approval of an Agreement for Cooperative Technical Assistance and Intergovernmental Cost Sharing among the Atlanta Regional Commission (ARC) and the City of Atlanta, the Atlanta-Fulton County Water Resources Commission ("AFCWRC"), Cobb County-Marietta Water Authority, DeKalb County, and Gwinnett County in the annual amount of up to $150,000.00 each - for a total annual contribution of up to $75,000.00 from Fulton County to AFCWRC for its share - and with Forsyth County and City of Gainesville in the annual amount of up to $75,000.00 each, for a three year term from January 1, 2025 through December 31, 2027.

24-0758 **Public Works**

Request approval to increase the spending authority - Public Works Department, 21RFP129860K-JAJ(D), Standby Engineering Services in an amount not to exceed $116,000.00 with Stantec Consulting Services (Atlanta, GA) to provide closeout sanitary sewer model calibration services for the Camp Creek, Long Island, River Ridge, and Game Creek sub basins. Effective upon BOC approval.

24-0759 **Public Works**

Request approval to increase the spending authority - Department of Public Works, 22RFP134460K-JAJ, Professional Services for Airport Consulting and Engineering, Design, and Construction Services in an amount not to exceed $300,000.00 with Michael Baker International, Inc. (Atlanta, GA) to provide design, engineering, and construction services. Effective upon BOC approval through December 31, 2024.

24-0760 **Behavioral Health and Developmental Disabilities**
Request approval of a Memorandum of Understanding between Fulton County, on behalf of the Fulton County Department of Behavioral Health and Developmental Disabilities (BHDD), and the Atlanta/Fulton County Prearrest Diversion Initiative, Inc. ("PAD") to continue providing financial support for delivery of prearrest diversion services in the amount of $400,000.00 for the period January 1, 2025 to December 31, 2025, subject to the appropriation of funding.

24-0761 **Behavioral Health and Developmental Disabilities**
Request approval of a Memorandum of Understanding (MOU) between Fulton County, by and through its Department of Behavioral Health and Developmental Disabilities (BHDD), and Grady Memorial Hospital Corporation d/b/a Grady Health System for the purpose of continuing integrative strategies to provide medication assisted outpatient treatment of substance use disorders for Fulton County residents. Fulton County shall pay Grady Memorial Hospital in an amount not to exceed $464,000.00 annually or as otherwise provided by an amendment to this MOU. Effective January 1, 2025 through December 31, 2025.

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 AND 10/16/24)**

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 AND 10/16/24)**

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 AND 10/16/24)**

COUNTY MANAGER'S PRESENTATION AND DISCUSSION ITEMS

Open & Responsible Government

24-0762 **County Manager**
Discussion: Elections Update.

24-0763 **County Manager**
Discussion: 10th Floor Renovation Update.

24-0764 **External Affairs**
Approval of 2025 Legislative Agenda.

24-0765 **Finance**
2025 Budget Development Update.

24-0766 **Sheriff**
Discussion: Request approval to utilize $1.2 Million in non-agency funds, currently allocated for the FCSO, for the purpose of overtime use/compensation, for sworn staff.

Commissioners' Full Board Appointments

24-0767 **Board of Commissioners**
ATLANTA-FULTON COUNTY RECREATION AUTHORITY (STADIUM AUTHORITY)

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

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

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.

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 AND 10/16/24)**

EXECUTIVE SESSION

24-0768 **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.: 24-0693 **Meeting Date:** 11/6/2024

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

Proclamation recognizing “Jamila Canady Appreciation Day.” **(Hall/Arrington)**
October 8, 2024

Proclamation recognizing “Eagle Scout Ronit Sankhe Appreciation Day.” **(Thorne)**
October 19, 2024

Proclamation recognizing “Eagle Scout Tye Wade Appreciation Day.” **(Thorne)**
October 19, 2024

Proclamation recognizing “Eagle Scout Charlie Buck Appreciation Day.” **(Thorne)**
October 19, 2024

Proclamation recognizing “Women In Film and Television Atlanta Appreciation Day.”
(Abdur-Rahman)
October 24, 2024

Proclamation recognizing “Georgia Latino International Film Festival Appreciation Day.” **(Thorne)**
October 24, 2024

Proclamation recognizing “Pastor Christopher Wimberly, Sr. Appreciation Day.” **(Abdur-Rahman)**
October 27, 2024

Proclamation recognizing “Maurice Moetown Lee Appreciation Day.” **(Arrington)**
October 27, 2024

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0694 **Meeting Date:** 11/6/2024

Department
Human Resources Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request for approval of Fulton County's participation in the Working Advantage Employee Discount Program.

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

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: As part of the County's ongoing efforts to boost employee satisfaction and engagement, the Department of Human Resources Management is recommending approval of the County's participation in the Working Advantage Employee Discount Program. This new program will provide County employees with access to a variety of discounted services and products, including theme parks, movie tickets, electronics, hotels, and more. This program is free to the County and will serve as an additional resource that all team members can leverage as they explore cost effective ways to boost employee satisfaction and engagement.

Community Impact: No community impact.

Agenda Item No.: 24-0694 **Meeting Date:** 11/6/2024

Department Recommendation: The Department of Human Resources Management recommends that the Board of Commissioners approve Fulton County's participation in the Working Advantage Employee Discount Program. This program aims to offer County employees with access to exclusive discounts on entertainment, travel, shopping, and wellness services as part of the Department of Human Resource Management's employee engagement and satisfaction boosting initiatives.

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.

Fiscal Impact / Funding Source

Funding Line 1:

Click here to enter text.

Funding Line 2:

Click here to enter text.

Funding Line 3:

Click here to enter text.

Funding Line 4:

Click here to enter text.

Funding Line 5:

Click here to enter text.


working
advantage
ticketsatwork
plumbenefits
beneplace

2

How we are different.

Corporate programs

The largest national entertainment benefits and perks provider, reaching over **50 million employees** at over **40,000 corporations. Helping** expand their employee health and wellness programs.

Expanded distribution

Utilizing proprietary technology, EBG's supplier partners receive the benefit of an expanded distribution to **members-only** organizations reaching affluent travel and entertainment buyers through one centralized program set-up.



WHY WORKING ADVANTAGE?

Serving more than 40K corporations with access to an employee savings platform, reaching over 50 million employees. Not only the largest perks program in the country and longest standing, successfully supporting over 70% of the nation's top employers, focused on employee health and wellness programs.

DEVELOPING SOLUTIONS FOR MANY FORTUNE 500 COMPANIES SUCH AS: **IBM, The Boeing Company, General Motors, Pfizer, Lockheed Martin, Kaiser Permanente, Cedars Sinai, Catholic Health, Cleveland Clinic, Mayo Clinic, Tyson Foods, and more.**



COST-FREE

Working Advantage is a cost-free program to your entire employee population, including retirees.



No Contracts or Census File

No contracts or eligibility files required. Clients complete a simple enrollment form and share the program at will.



Client Portal & Reporting

Exclusive client portal, providing access to detailed usage reporting, communication assets and educational resources.



Customization & Assets

Full site customization- logo, Images color palate, client specific offers, suppressions & verbiage. Including customized, dynamic employee communication tools



SERVICE

We supply everything needed for rollout and ongoing employee engagement. Via your dedicated Account Manager. Plus 365 Customer Care Center for a seamless employee experience.

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working advantage

Partner Development

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Partner Development

- Dedicated Team of Partner Development Executives
- National, Local & International Offers
- 10% -70% Off Leading Brands & Services
- Travel, Entertainment, Health, Wellness, Financial & More
- Something For Everyone at All Stages of Life

Better Experiences

Unparalleled access to exclusive discounts from the world's most popular travel and entertainment brands.

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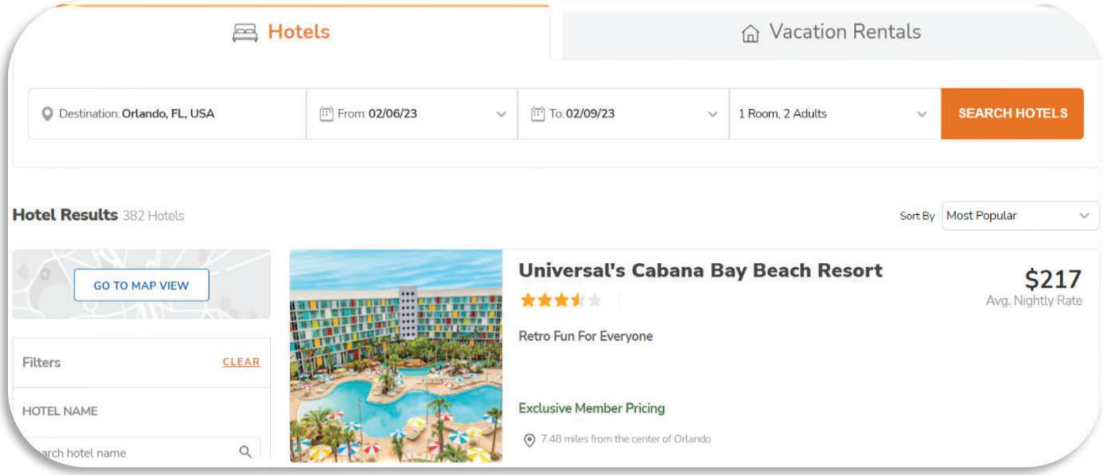
CONTINUALLY EXPANDING OFFERS







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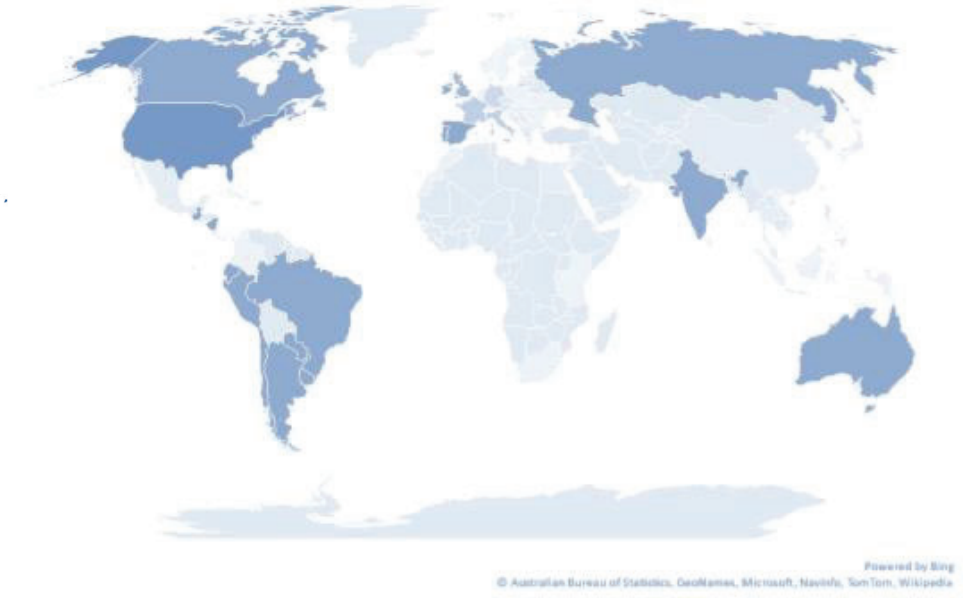
working advantage

SAVINGS AROUND THE WORLD

Andorra
Argentina
Armenia
Aruba
Australia
Austria
Bahamas
Bahamas, The
Belgium
Brazil
Bulgaria
Canada
Cape Verde
Chile
China
Colombia
Costa Rica
Croatia
Cuba
Curaçao
Cyprus
Czech Republic
Denmark
Dominican Republic
Egypt
Ecuador
Estonia
Finland
France
French Polynesia
Germany
Greece
Guatemala
Hungary
Iceland
India
Indonesia
Ireland
Israel
Italy
Jamaica
Japan
Jordan
Kenya
Malaysia
Malta
Mauritius
Mexico
Morocco
Netherlands
Norway
Nicaragua
Oman
Panama
Poland
Portugal
Puerto Rico
Paraguay
Peru
Qatar
Romania
Russia
Singapore
Slovakia
Slovenia
South Africa
Spain
Sri Lanka
Sweden
Switzerland
Taiwan
Tanzania
Thailand
Turkey
Ukraine
Uruguay
United Kingdom
United Arab Emirates
Vietnam

OVER 1,000 INTERNATIONAL OFFERS!



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FUNLIFE REWARDS

Employees Benefits:

Additional 1-4%+ Savings Value in addition to our discounts. Additional benefits to be offered throughout the year.

Points by Category:

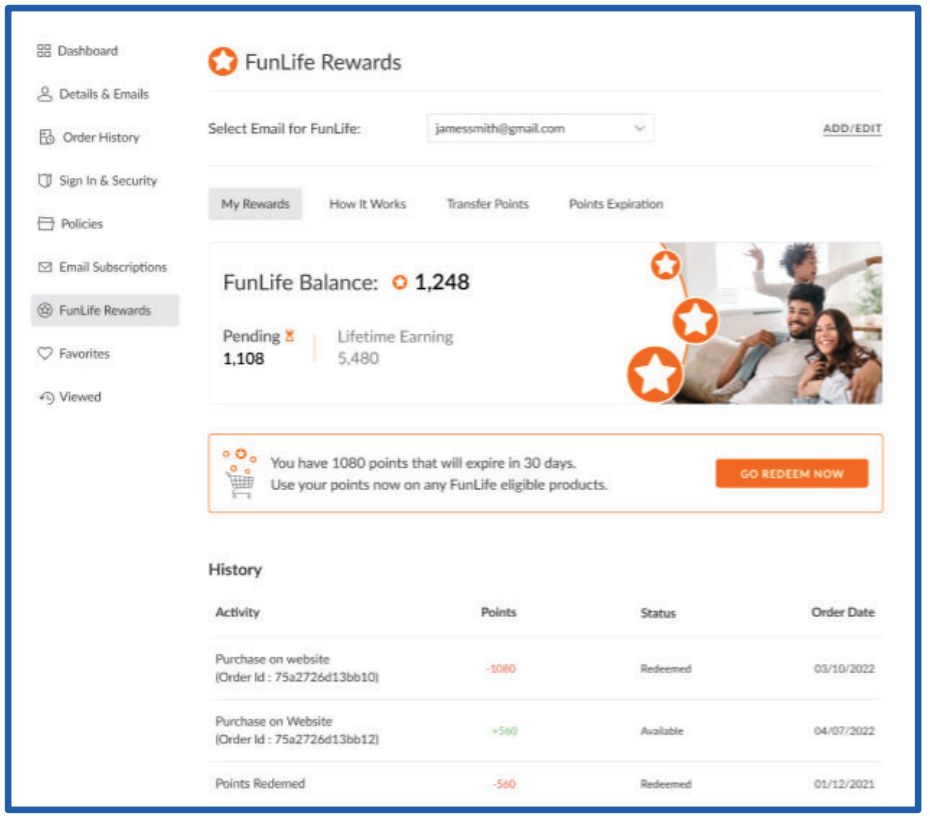
Hotels (4x), Travel Offers from Disney to Universal, Rental Cars, etc. (1x)

Earning Value:

1 Point / Dollar Spent

Redemption Value:

100 Points = $1



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SAVINGS MARKETPLACE

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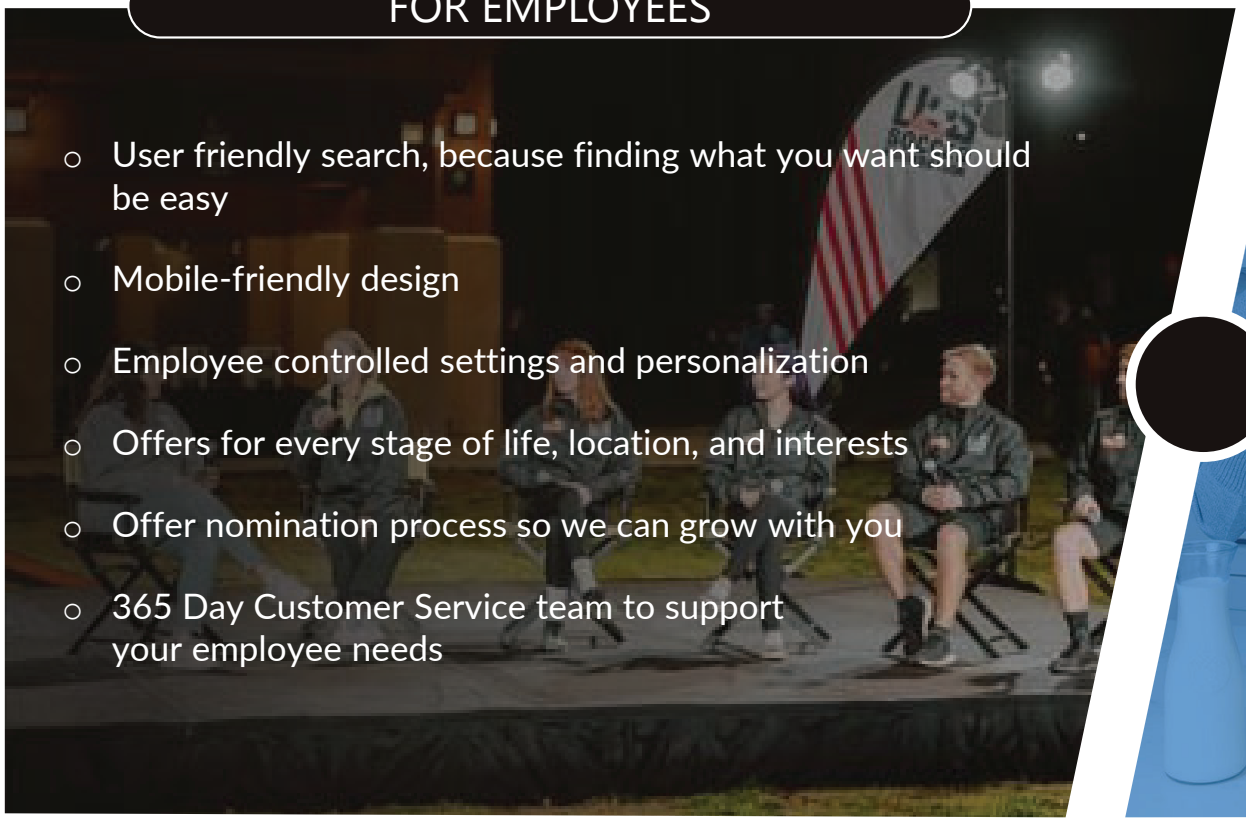
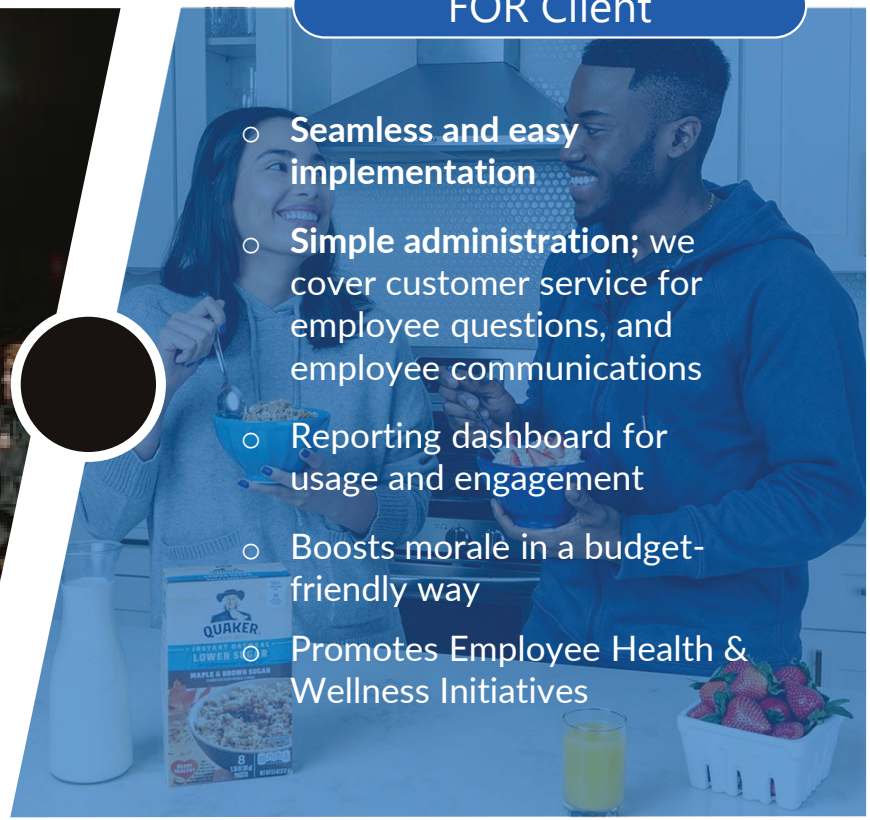
THE COMPLETE SOLUTION

FOR EMPLOYEES



- User friendly search, because finding what you want should be easy
- Mobile-friendly design
- Employee controlled settings and personalization
- Offers for every stage of life, location, and interests
- Offer nomination process so we can grow with you
- 365 Day Customer Service team to support your employee needs

FOR Client



- **Seamless and easy implementation**
- **Simple administration;** we cover customer service for employee questions, and employee communications
- Reporting dashboard for usage and engagement
- Boosts morale in a budget-friendly way
- Promotes Employee Health & Wellness Initiatives

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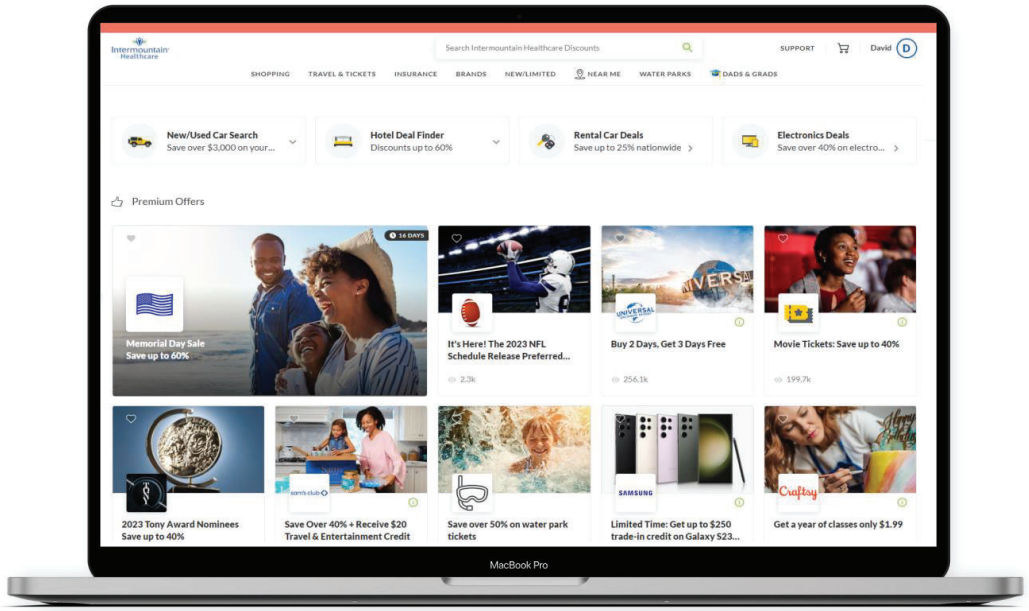
TAKE A PEEK

DEMO

- **Customized Marketplace-** Colors, logos, branding, and offers uniquely designed for the client including consolidation of existing client offers into a “one stop shop”.

- **Shopping Made Easy-** Browse over 40 different categories across 500+ merchants, offering exclusive discounts just for your employees.

- **Exclusive Offers-** Unique savings on International destination, tours, attraction and cruises…just to name a few.



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Client Services

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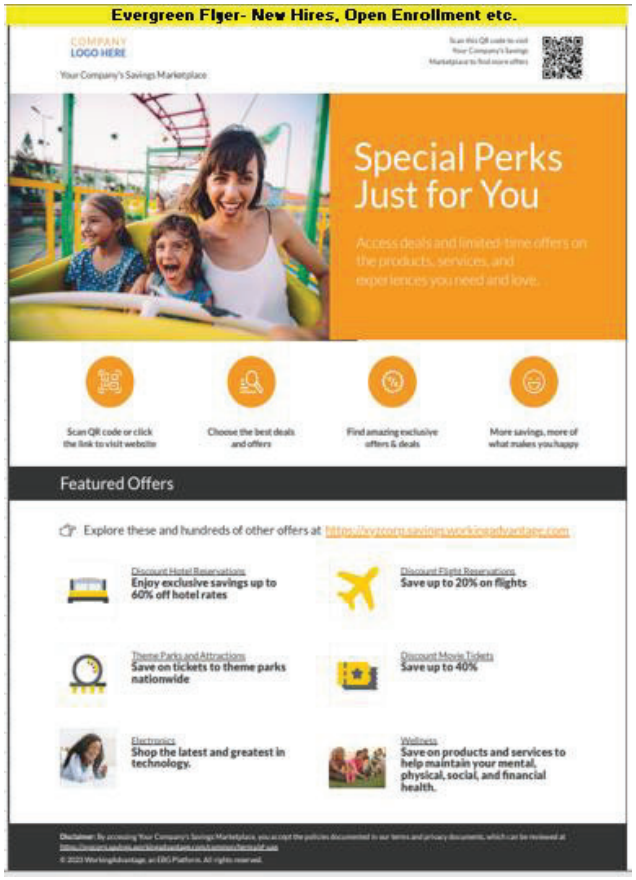
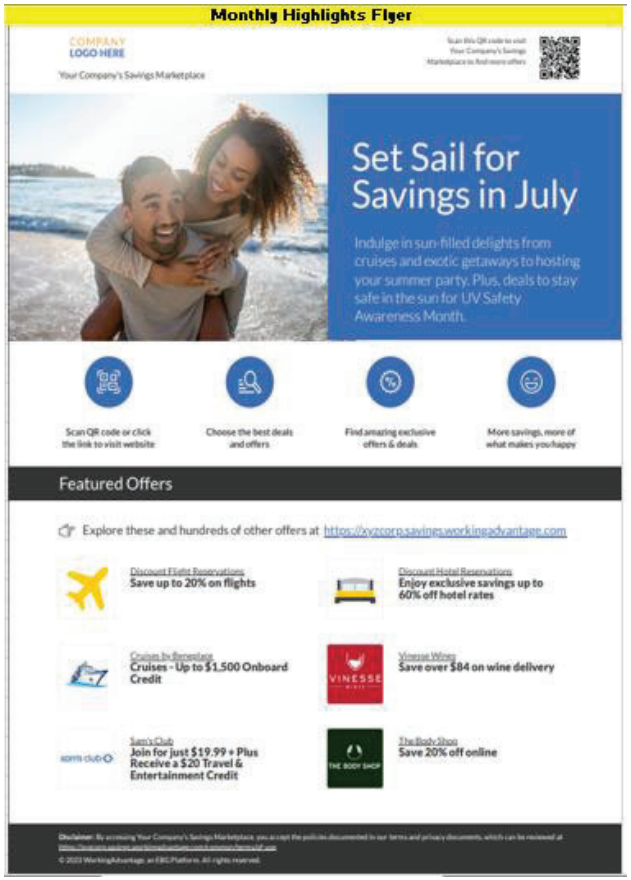
Onboarding & Implementation
Marketing & Customized Employee Communications
Customer Service & Client Support
Product Development & Technology
Partnership Development
Dedicated Account Management

Custom Communication Samples

Evergreen Flyer- New Hires, Open Enrollment etc.



Monthly Highlights Flyer



Wellness Flyer



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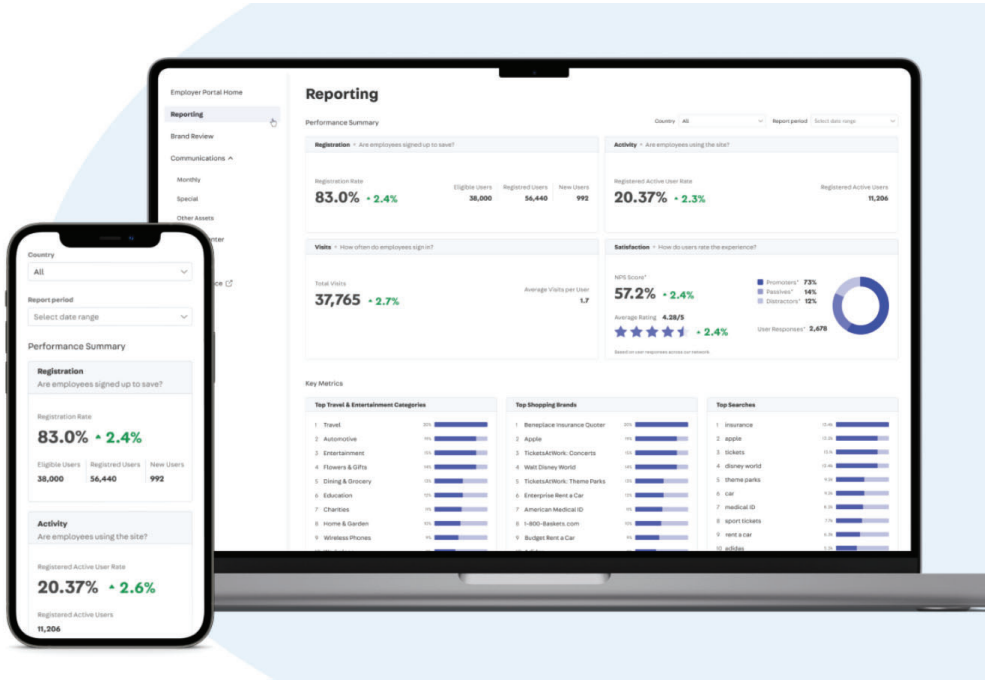
TAKE A PEEK

Employer Portal

- Data **insights so you can understand the program value** for your organization, showing what's important to your employees
- Associate **communication tools** and assets so you can easily drive awareness and engagement
- **HR thought leader** content to help you stay in-the-know



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Category	# Standard Discounts / Promotions *within* the U.S.	Average Discount Range	Comments	Top Brands
Hotels	2,500+	**10% - 60%**	Domestic & International	Wyndham, Hilton, Hyatt, Marriott, Inter Continental, Hampton Inn, Red Roof Inn, La Quinta, Motel 6,
Entertainment	1500+	**10% - 40%**	Concerts, Sporting Events, Broadway, Touring Shows etc..	Showtime, Preferred Access (our portal for discounted concerts, sports, and more)
Tickets	1500+	**8% - 75%**	Includes theme parks, ski, tours, attractions & live entertainment, preferred access events	Walt Disney World, Disneyland, Universal Orlando, Universal Studios Hollywood, SeaWorld Parks & Entertainment (SeaWorld, Busch Gardens, Sesame Place, etc.), Merlin Entertainment (LEGOLAND, Madame Tussauds, etc.), Broadway Shows (NYC and touring), Cirque du Soleil (Las Vegas, Orlando and touring), Six Flags, Cedar Fair Parks, Knotts Berry Farm, Water Parks & National Ski Resorts
International Travel & Tourism	1000+	**10% - 20%**	Exclusive partnership with Musement	Mexico, Canada, Europe & Asia
Airlines & Flight	500+	**10% - 20%**	Exclusive partnership with Mondee	Delta, United, Jet Blue, Spirit, South West, American, Quantas, Emirates
Rental Cars & Parking	200+	**10% - 25%**	Domestic & International	Avis, Budget, Enterprise, Alamo, National & The Parking Spot
Cruise	100+	**10% - 20%**	Current cruise line discount, plus additional exclusive % discount & up to $1,500 ship board credit. This is an exclusive direct relationship with dedicated cruise concierge booking agents, through Working Advantage	Disney, Royal Caribbean, Carnival, Virgin Voyages, Princess, Celebrity, Holland America, Norwegian, Viking Expeditions, Viking ocean, Viking River,
Home & Family	88	**8% - 35%**		GE, Whirlpool, Bosch, Vitamix, ADT, Vivint, SimpliSafe, SunPower, Graco
Health & Wellness	66	**10% - 60%**		Get Fit, AARP, Golds Gym, Byte, Noom, Cope Notes, Life Fitness
Education	57	**10% - 40%**		Kinder Care, Learning Care Group, All Campus, University of Phoenix, Babbel, Rosetta Stone
Electronics	44	**8% - 30%**		Apple, Samsung, Lenovo, Dell, HP, Logitech, LG, Canon, AT&T, T-Mobile, Microsoft
Sports & Fitness	32	**10% - 40%**		Garmin, Global Fit, Les Mills, Horizon Fitness, Echelon Fitness, Christy Sports
Dining & Grocery	31	**10% - 60%**		Sam's Club, Costco, Hello Fresh, Green Chef, Nutrisystem
Auto	27	**8% - 35%**		TrueCar, GM, Ford, BMW, Mercedes Benz, Honda, Good Year
Apparel	26	**10% - 45%**		Ray Ban, Sunglass Hut, Forever 21, Skechers, Oakley
Financial Wellness	24	**5% -30%**		Chase, Rocket Mortgage, Guaranteed Rate, US Bank, TaxAct
Flowers / Gifts	19	**10% - 40%**		1800-Flowers, Rose Farmers, FTD, From You Flowers, 1800 Baskets, Teleflora
Pets	17	**10% - 40%**		Nationwide Pet Insurance, The Farmer's Dog, Pet Flow, Rover, Chewy, Bark Box,
Office	9	**5% -30%**		Office Depot, Sam's Club, BizChair.com, Vistaprint
Beauty	7	**5% -30%**		The Body Shop, Ulta, Bio Therm
Local deals	Varies by Region	**5% -30%**		Grub Hub, Gym's, Restruant.com, Local concerts, Sporting events & Shows, Movies, Local theme parks and more


Thank You
working
advantage
ticketsatwork
plumbenefits
beneplace

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0695 **Meeting Date:** 11/6/2024

Department
Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to accept a name change and authorizing the Department of Purchasing & Contract Compliance to reflect the name change of Ed Castro Landscape to Mariani Enterprises, LLC. dba Ed Castro Landscape. Effective upon BOC approval.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: The County was notified by Ed Castro Landscape of their recent merger and need to change the company name to reflect the entity's correct name to Mariani Enterprises, LLC dba Ed Castro Landscape.

Contract Agreement: #23RFP138825K-CRB, Standby Landscape Design and Installation Countywide

In order to be in compliance with Fulton County policies and contract agreement terms and

conditions, the name change has to be approved by the Fulton County Board of Commissioners. There are no changes in terms and conditions, and services will continue to be provided at the same level required for the project.

Control Number : 22147604

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF EXISTENCE

I, **Brad Raffensperger**, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

Mariani Enterprises, LLC
a **Foreign Limited Liability Company**

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number	:	28123747
Date Inc/Auth/Filed	:	07/06/2022
Jurisdiction	:	Illinois
Print Date	:	09/17/2024
Form Number	:	211

Brad Raffensperger

Brad Raffensperger
Secretary of State

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0696 **Meeting Date:** 11/6/2024

Department
Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to award a contract without competition - Department of Real Estate and Asset Management, #24SSREQ1325561C-JH, Firing Range Lead Maintenance Services in the amount not to exceed $32,400.00 with Metals Treatment Technologies, LLC (MT2) (Arvada,CO), to provide firing range lead maintenance services at the Fulton County Multi Agency Range firing range located at 5301 Aldredge Road SW, Atlanta, GA 30331. Effective upon issuance Notice to Proceed until completion of project as determine by Fulton County Police Department.

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)*
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 Provide firing range lead maintenance services at the Fulton County Multi Agency Range (Customer) firing range located at 5301 Aldredge Road SW, Atlanta, GA 30331. All work will be performed in accordance with applicable Federal, State, and local safety and environmental regulations including US Department of Labor regulations as well as achieving compliance with OSHA, US EPA, State, and NRA and NSSF recommended firing range

environmental Best Management Practices (BMPs).

Scope of Work: The technical approach for firing range lead maintenance includes, but is not limited to:

Project Setup:

- Prepare the following project plans, as needed: Work Plan, Health & Safety Plan
- Install erosion control and storm water protection measures such as silt fence, waddles, and hay bales to protect work areas, drainages, and the environment; as needed
- Complete a site walk-over with Customer representative to identify excavation/processing areas
- Establish temporary access, site access control, traffic control, and placing appropriate signage
- Set up of processing area and equipment

Berm Excavation:

- Excavate soil from the operating backstop berms and apron area or shot fall zone
- Excavate estimated depth of 1.0-2.0 feet of soil from the backstop berms or deeper if concentrations of bullets appear economically feasible to recover at deeper depths

Lead Reclamation:

- Separate lead bullets/bullet/shot fragments from the excavated soils
- Separate sand material from bullet and bullet fragments using the EPA-required two-step process
  a. Multi-tiered screen plant to provide gross separation of sand material from bullets and bullet fragments based on size
  b. To finish the separation based on density
- Remove 90% (weight percent) lead bullets and bullet fragments greater than ¼" as measured in samples collect before and after screening

Lead Recycling:

- Recycle recovered lead providing Customer a split of the net value of recycled lead
- Containerize and securely store recovered lead for shipment, coordinate and ship the clean recovered lead to a licensed lead recycler, providing Customer with necessary documentation to show appropriate recycling
- Highest value for your range lead

Berm Reconstruction:

- Re-install processed soils back onto the firing range berms
- Return screened fines to berm of origin
- Replace oversize materials to range at a mutually agreed upon location
- Provided clay/soil mixture or ballistic sand
- Perform general site cleanup

Demobilization & Final Report:

- MT2 will develop a range maintenance report to provide the Customer with proper record keeping as recommended by the US EPA, NRA, and NSSF.

Community Impact: No impact to the Community.

Department Recommendation: The Department of Real Estate and Asset Management on behalf of Fulton County Police Department recommends approval.

The recommended Firing Range Maintenance Contractor (MT2) will work in collaboration with the Fulton County Police Department representative to complete the tasks.

Project Implications: Project objectives are to provide the range with firing range lead maintenance services that will support mitigating potential physical, occupational, and environmental hazards associated with high concentrations of lead in the backstop berms at the range. The range maintenance tasks are required in compliance with OSHA, USEPA, state, and NRA recommended environmental Best Management Practices (BMPs).

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

Department Issues/Concerns: If this sole source is not approved, this will delay the contractor to provide the range with firing range lead maintenance services in reconstructing the backstop berms at the range located at 5301 Aldredge Road SW, Atlanta, GA 30331.

Contract Modification

No, this is a new procurement

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

Click or tap here to enter text.

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

Exhibit 1: Sole Source Justification Form - 24SSREQ1325561C-JH
Exhibit 2: Sole Source Letter
Exhibit 3: Cost Proposal
Exhibit 4: Contractor's Performance Reports

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

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

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$32,400.00
TOTAL:	$32,400.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

100-320-3215-1160: General, Police, Professional Services- $32,400.00

Key Contract Terms	
Start Date: Upon issuing NTP Letter	**End Date:** Until completion o project as determine by Fulto County Police Department
Cost Adjustment:	**Renewal/Extension Terms**: N/A

Overall Contractor Performance Rating:

Metals Treatment Technologies, LLC (MT2)- CPR Memo

Would you select/recommend this vendor again?
Yes

Report Period Start:	**Report Period End:**
N/A	**N/A**

MT2 SOLE SOURCE JUSTIFICATION **FIRING RANGE LEAD MAINTENANCE**

This letter provides a sole source justification for contracting Metals Treatment Technologies, LLC (MT2) to perform firing range lead maintenance services. MT2's project objectives are to provide the range with firing range lead maintenance services that will support mitigating potential physical, occupational, and environmental hazards associated with high concentrations of lead in the backstop berms at the range. MT2 will accomplish the required tasks in compliance with OSHA, USEPA, state, and NRA recommended environmental Best Management Practices (BMPs).

- ✓ **MT2 is the #1 Largest Nationwide Professional Firing Range Lead Reclamation, Maintenance, Cleaning & Construction Contractor Specializing In**:
  - **Lead**: Treatment, Screening & Reclamation to MAXIMIZE Your Lead Value
  - **Environmental**: EPA & OSHA Consulting, Remediation, Soil/Waste Treatment, and Closure
  - **Maintenance**: Soil and Rubber Berms, Traps, Lead Remediation, and Range Improvements
  - **Construction**: Renovation, Design/Build, Improvements, Dismantling/Demolition

MT2's proven record of performance has demonstrated our expertise implementing environmental firing range services nationwide including over 400 law enforcement ranges such as NYPD Rodman's Neck, Orange County Sheriff's Department (FL), and Richmond Police Department (VA).

Pathways to sole sourcing MT2:

- GSA Schedule Holder
- Member of Purchasing Cooperative of America (PCA): Click here to learn more
- Patented and proprietary ECOBOND® technology (see more information below)

The following section highlights why MT2 is uniquely qualified to perform this work:

- MT2 operates a fleet of unique proprietary equipment designed to not only recover lead from firing ranges at the highest quality value, but to also maintain a high level of protection to MT2 personnel, our clients, the public, and the surrounding environment during onsite services.
- MT2 maintains a nationwide recycling program that ensures recycled products are properly recycled at MT2-vetted recyclers. Proper recycling of lead and lead-containing materials (such as metal from previous range traps) is important in minimizing our client's potential liability to improper recycling by less knowledgeable service providers.
- MT2's patented and proprietary ECOBOND® technologies are specifically intended to provide successful stabilization of soils to meet USEPA Best Management Practices (BMP's) for Outdoor Firing Ranges (https://www.epa.gov/lead/best-management-practices-lead-outdoor-shooting-ranges-0). Unlike other products available on the market, MT2's ECOBOND® technologies are backed by **MT2's Guarantee** of successful stabilization, custom-tailored to each range's specific conditions. (See below for further benefits regarding MT2's ECOBOND® Technologies).

- MT2's expertise regarding regulatory compliance for permitting and disposal of various types of waste. MT2 manages various types of firing range-related waste disposal services nationwide, working diligently with regulatory agencies, landfills, and other vested parties to understand the nature of the waste and ensure proper disposal and documentation of that disposal is managed from cradle to grave.
- MT2 maintains a licensed in-house laboratory to provide analysis of our clients sites at a custom-tailored level of expertise unparalleled in the firing range industry.
- While MT2's primary focus is on firing ranges services, it does not focus solely on one aspect of ranges, whether that be trap manufacturing, targetry systems, or lead recycling. Instead, MT2 offers a unique "turn-key" approach developed from over 20 years of working hand-in-hand with our clients' needs and key partnerships within the industry to offer a variety of services custom tailored to the many needs of a safely operating range. While other contractors may offer to compete with different aspects of a job, only MT2 can offer a one-stop-shop.
- MT2's personnel are uniquely experienced in managing the scope of work being implemented for this project. Applicable, specific project experience includes:
    - Over 20 years' experience of successful dismantlement/removal of bullet traps/berms from both indoor and outdoor environments. MT2's unique expertise is especially desirable when protection of onsite personnel, the public and the surrounding environment are of high importance, and/or when there is particular public interest in ensuring the work is completed to the highest standard. One key example is the successful dismantlement/removal and subsequent remediation of a dozen high-profile facilities for the Oregon Military Department (OMD) from 2017 to 2020.
    - MT2's proven record of performance has demonstrated our expertise implementing environmental firing range services nationwide including over 400 law enforcement ranges such as NYPD Rodman's Neck, Orange County Sheriff's Department (FL), multiple FBI, DOE, and DOD facilities.

Additional information on MT2's patented and proprietary ECOBOND® technologies:

MT2 utilizes **patented and proprietary ECOBOND® technologies** to treat lead-impacted soils. ECOBOND® has been previously approved by both the US EPA and state regulatory agencies nationwide. ***MT2 is the exclusive provider of ECOBOND® lead and metals stabilization reagent.*** ECOBOND® is proven to permanently reduce hazards due to leaching of toxic metals in the environment and dramatically reduce disposal costs of metals-contaminated soils and other materials. MT2 has effectively treated over 10,000,000 tons of lead/metals contaminated soils at over 1,300 sites nationwide. At each, lead/metals leachability was dramatically reduced and treated soils were rendered "non-hazardous" per EPA Toxicity Characteristic Leaching Procedure (TCLP) regulatory levels. Additionally, ECOBOND® also meets and exceeds all regulatory requirements for Synthetic Precipitation Leaching Procedure (SPLP) and USEPA Multiple Extraction Procedure (MEP) Method 1320.

ECOBOND® chemically converts the lead in soils and has been shown to be highly durable at police training ranges such as NYPD Rodman's Neck, North Las Vegas Police Department, and Seattle Police Department, among many others. ECOBOND®'s demonstrated success includes:

- ECOBOND® treated soil remains soil-like, in original condition; other additives such as Portland Cement create cement-like soils that can cause drainage and other issues

- ECOBOND® has a low add rate (typically 0.5% - 2%) that will not significantly change the range soil-like characteristics for re-use of processed soils in maintaining proper berm configuration and grade
- ECOBOND® treated soils contain extremely stable compounds that virtually eliminate the leaching of lead to the environment

ECOBOND® Waste Treatment: MT2 has utilized our patented and proprietary ECOBOND® technologies to treat over 10 million tons of lead waste. ECOBOND® Waste Treatment chemically stabilizes lead-impacted range waste to ensure that items are considered EPA Resource Conservation and Recovery Act (RCRA) non-hazardous for purposes of disposal. Successfully meeting this criterion means range waste, once considered potentially hazardous, can now be disposed of as non-hazardous waste at a nearby, and less expensive, subtitle D landfill. This often results in **direct cost savings** to our clients versus more traditional methods.

MT2's ECOBOND® Waste Treatment product is specifically designed to stabilize waste generated from firing ranges. Application methods are similar to paint; ECOBOND® Waste Treatment can be sprayed, rolled, or brushed onto lead-contaminated surfaces, penetrating to the lead and stabilizing the waste in preparation for appropriate transportation and disposal to an approved Non-Hazardous waste disposal facility.

MT2's ECOBOND® Waste Treatment provides the following benefits:

- Chemically converts Hazardous Waste to Non-Hazardous Waste
- Reduction/removal of Hazardous Waste Generator requirements
- Less cost vs. Haz-Waste disposal option

Sincerely,

Ty Hendrickson, President
Metals Treatment Technologies, LLC

OVERVIEW OF ECOBOND® TECHNOLOGIES

MT2 maintains a broad portfolio of patented and proprietary chemical metals stabilization processes; known as ECOBOND® that provide virtually permanent stabilization of all heavy metals. The MT2 processes are previously approved by the US EPA and are non-hazardous. The resulting treated soils contain extremely stable metal compounds that virtually eliminate the leaching of metals to the environment. The strength and effectiveness of the stabilization has been verified using the EPA's TCLP test parameters and Multiple Extraction Procedure (MEP) tests.

MT2 ECOBOND® ADVANTAGE

- **Lower Cost**: Typically 30%-50% lower cost
- **Reduction of Environmental Liability**: Significantly reduces potential of long-term liabilities
- **Proven Technology**: Technology previously approved by EPA and state regulators with guaranteed, field validated reliability
- **Best Available Technology**: Virtually permanent chemical process, strength and durability to 1,000 years verified by EPA approved testing

Advantages of ECOBOND® chemical stabilization also include its robust capability and ease of application. The technology can be applied in a wet or dry form and can be used to stabilize metals in- situ or ex-situ. These varied applications make it ideal for use at a wide range of metals contaminated sites. At some sites the technology can be surface applied and mixed into soil in its dry form. At other sites the technology can be sprayed in its wet form onto the contaminated material in a topical fashion. In addition to the technical and application advantages, the cost of utilizing chemical stabilization to treat heavy metals contamination is attractive. By being able to treat metals contamination to EPA RCRA or Universal Treatment Standards (UTS), stabilized waste can often be left on-site rather than transported offsite to a hazardous landfill. The disposal cost savings for stabilized metals can often be measured in the hundreds of dollars per ton.

Table 1 MT2 Metals Treatment Results (TCLP)

		Pre-Treatment TCLP	Post-Treatment TCLP	Regulatory Standards	
Waste Stream	Metals	(ppm)	(ppm)	RCRA (ppm)	UTS (ppm)
Mill Tailing	As	2,200.0	1.030	5.0	5.000
Sludge	Cd	160.0	0.100	1.0	0.110
Mill Tailing	Cr	14.0	<0.050	5.0	0.650
Industrial Site	Ba	249.0	0.030	100.0	210.0
Industrial Site	Pb	980.0	0.250	5.0	0.750
Firing Range	Pb	977.0	0.180	5.0	0.750
Mine Tailing	Zn	108.0	2.000	NA	4.300
Mill Tailing	Se	190.0	0.890	1.0	5.700
Chemical Waste	Hg	500.0	0.070	0.2	0.025

TCLP = Toxicity Characteristic Leaching Procedure

JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION

I. CONTRACTING ACTIVITY

Contracting Activity: 10 CONS/LGCA
Purchase Request/Local Identification Number: Work Order Request #59463
Project/Program Name: N/A – This was an unknown, unbudgeted requirement resulting from a safety inspection.
Estimated Contract Cost (including options): Estimated $750,000
Type Program: Other Contracting
Authority: 10 U.S.C. 2304(c), as implemented by FAR 6.302-2(b)(1) and FAR 6.302-2(b)(2)
Type J&A: Justification for Other Than Full and Open Competition
Contracting Officer: Linda A. Wennerberg, 10 CONS/LGCA,
Signature: Linda A. Wennerberg Date Signed: 10 September 2009

II. NATURE AND/OR DESCRIPTION OF THE ACTION BEING PROCESSED

The action will be a new Firm Fixed Price Construction Contract; FA7000-09-C-XXX awarded in accordance with Federal Acquisition Regulation (FAR) 6.302-2 to a sole source based on an unusual and compelling urgency due to mission requirements and safety issues.

III. DESCRIPTION OF THE SUPPLIES/SERVICES REQUIRED TO MEET THE AGENCY'S NEEDS

The action required is a one-time remediation of two firing range berms closed to military personnel due to safety issues. In accordance with AFI 36-2226, Combat Arms Program, representatives from Combat Arms Training and Maintenance (CATM), Base Safety, Environmental, CE Maintenance, and Bioenvironmental will inspect the range annually. As a result of the inspection conducted on 18 August 2009, the following conditions were discovered: "Due to the unusually large amount of rain throughout the spring and summer, the runoff has eroded the backstops exposing thousands of lead rounds. This exposure now poses a serious ricochet hazard. This hazard in-turn causes violation of both the surface and vertical danger zones. The large number of lead rounds exposed combined with excessive erosion resulting in the ricochet hazard, USAFA Safety's assessment is that both ranges be closed until the backstops are mined and repairs completed to bring both ranges back in-compliance of the standards."

Under the contemplated contract, MT2 will provide a remediation plan that includes the excavation and screening of an anticipated 13,400 cubic yards of soil, recycling of recovered bullets and bullet fragments, stabilization treatment for lead contamination, confirmation sampling, and replacement of the processed soil as well as Geo Fabric for slope stabilization and installation of seed mix, and straw mulch.

The period of performance of this effort will be from September 2009 through December 2009 and 3400 appropriations will fund this effort.

IV. STATUTORY AUTHORITY PERMITTING OTHER THAN FULL AND OPEN COMPETITION

10 USC 2304(c), as implemented by FAR 6.302 (FAR 6.303-2(a)(4)) identifies the statutory authority permitting other than full and open competition. FAR 6.302-2(b)(1), *Unusual and Compelling Urgency* applies.

The urgency of this requirement was not based on lack of advance planning by the requiring activity (FAR 6.301(c)). The necessity of a speedy acquisition is the consequence of a safety inspection conducted on 18 August 2009 which resulted in the closure of the M16 and 9MM firing ranges. Immediate action was taken by the Combat Arms Section to remedy the problem. Inspection of the berms by a remediation expert was conducted. A report provided on 1 September 2009 revealed a course of action that could be taken to allow the ranges to be reopened for use.

Due to the unusual and compelling urgency of this requirement (FAR 6.302-2(b)(1) and FAR 6.302-2(b)(2)), it has been determined that a delay in award of a contract would result in serious injury, financial or other, to the Government. Competition of this acquisition would affect the mission of the military on the United States Air Force Academy. Military being deployed during wartime conditions would be at further risk if the proper training on use of firearms could not be conducted. Training schedules at alternate firing ranges is unpredictable and creates other safety concerns, costs, weapon transportation issues, insufficient manpower, and the use of manpower that could be better utilized for the intended mission.

Immediate remediation and reopening of the affected firing range berms is necessary to preclude adverse impact to military readiness, and total mission failure for Security Forces and Chenega in the region, as well as deployment personnel.

Contracting personnel requested detailed information from the Combat Arms Section in order to more clearly identify the impact of not being able to use the firing ranges closed due to safety issues.

The following information was provided:

The urgency of this requirement was not based on lack of advance planning by the requiring activity (FAR 6.301(c)). The necessity of a speedy acquisition is the consequence of a safety inspection conducted on 18 August 2009 which resulted in the closure of the M16 and 9MM firing ranges. Immediate action was taken by the Combat Arms Section to remedy the problem. Inspection of the berms by a remediation expert was conducted. A report provided on 1 September 2009 revealed a course of action that could be taken to allow the ranges to be reopened for use.

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Contracting personnel requested detailed information from the Combat Arms Section in order to more clearly identify the impact of not being able to use the firing ranges closed due to safety issues.

The following information was provided:

RANGE REQUIREMENT: Utilization of Fort Carson ranges requires an Officer-in-Charge (must be E-6 or above), Range Safety Officer (must be an E-5 or above), Medic or Combat Lifesaver, Munitions Custodian, Radio Telephone Operator and two (2) aircraft observers, in addition to the line officials (One (1) instructor to seven (7) students) and a Tower Operator (total of 11 personnel for a normal class load of 21 personnel). Each position must be a separate individual (a single individual cannot perform more than one of these tasks).
IMPACT: Our Combat Arms Section is currently limited to four (4) personnel and would have to solicit other agencies to meet these requirements. 10 SFS is currently at 50% manning due to deployment overlap and would not be able to provide adequate personnel to meet this requirement.

TRANSPORTATION: Personal vehicles cannot be driven on Fort Carson ranges; therefore, government transportation would be required to transport the students to and from the ranges. While there is no cost associated with this for the 10 SFS, 10 LGR would have to provide the driver and vehicle; this means they would have to absorb the associated costs, which were not included in their budget.
IMPACT: Fort Carson is approximately 1 hour travel time from USAFA; with additional time added depending on the location of the range we were provided. This additional time would change an 8-hour day into a possible 12-hour or longer day. Safety is a major concern because the students are handling loaded weapons and the longer the day, the more careless they will become.

WEAPONS/AMMUNITION TRANSPORTATION: Weapons and ammunition cannot be transported in the same vehicle; therefore, transport of these items requires at least two (2) personnel certified to transport weapons and ammunition to the Fort Carson ranges.
IMPACT: Combat Arms currently has only four (4) personnel. Two (2) instructors are required for classroom instruction, and the other two (2) personnel would be dedicated solely to transporting the weapons and ammunition. Which means the Combat Arms personnel would have to be at work at least two (2) hours prior to the students for classroom and range preparation and stay at least two (2) hours later for the cleanup on top of the 12 hour or longer firing day. Safety is a major concern due to sleep deprivation of the instructors, which could

result in a weapon safety mishap. Instructors must have extreme attention to detail to prevent such incidents.

RANGE AVAILABILITY: Unfortunately, Fort Carson ranges are extremely busy and Army agencies request them at least 3 years out. While they have agreed to allow us to utilize the ranges, the Army takes priority and can bump us off the range, even if we have already begun firing. They cannot provide available dates for planning; we are to provide a list of dates we would like. They check the availability and let us know what dates we can have.

IMPACT: We may not be able to meet firing requirements due to range availability and Army priority requirements, which results in total mission failure for Security Forces and Chenega in the region, as well as, deployment personnel.

V. DEMONSTRATION THAT THE CONTRACTOR'S UNIQUE QUALIFICATIONS OR NATURE OF THE ACQUISITION REQUIRES THE USE OF THE AUTHORITY CITED ABOVE (APPLICABILITY OF AUTHORITY)

Due to the unusual and compelling urgency of this requirement (FAR 6.302-2(b)(1) and FAR 6.302-2(b)(2)), it has been determined that a delay in award of a contract would result in serious injury, financial or other, to the Government. Competition of this acquisition would affect the mission of the military on the United States Air Force Academy. Military being deployed during wartime conditions would be at further risk if the proper training on use of firearms could not be conducted. Training schedules at alternate firing ranges is unpredictable and creates other safety concerns, costs, weapon transportation issues, insufficient manpower, and the use of manpower that could be better utilized for the intended mission. In researching qualifications of several companies, MT2, LLC came highly qualified based on experience and price.

VI. DESCRIPTION OF EFFORTS MADE TO ENSURE THAT OFFERS ARE SOLICITED FROM AS MANY POTENTIAL SOURCES AS DEEMED PRACTICABLE

In accordance with FAR 5.202 *Exceptions*, this acquisition is being solicited due to the unusual and compelling urgency of this requirement (FAR 6.302-2(b)(1) and FAR 6.302-2(b)(2)). It has been determined that a delay in award of a contract would result in serious injury, financial or other, to the Government. Competition of this acquisition would affect the mission of the military on the United States Air Force Academy.

Therefore, due to the urgency for the completion of this project, it was not in the best interest of the Government to compete this project based unforeseen conditions that affected the safety of personnel utilizing the firing range. Since posting a synopsis would negate the immediate correction of the safety issue, market research completed with several agencies revealed that a synopsis had been posted recently.

VII. DETERMINATION BY THE CONTRACTING OFFICER THAT THE ANTICIPATED COST TO THE GOVERNMENT WILL BE FAIR AND REASONABLE

MT2 has recent and relevant past performance documented. Based on the market research and information from other organizations/companies requiring remediation, the Contracting Officer has determined MT2's anticipated cost will be considered fair and reasonable. Pricing received will be reviewed based on recycling considerations, area to be remediated (quantities), and manpower utilized. Cost and pricing data will be required, and a technical evaluation will be conducted to determine if the offeror meets the requirements. Cost or price analysis will be conducted as needed to determine fair and reasonable pricing.

VIII. DESCRIPTION OF THE MARKET RESEARCH CONDUCTED AND THE RESULTS, OR A STATEMENT OF THE REASONS MARKET RESEARCH WAS NOT CONDUCTED

Market research as discussed in Paragraphs VII and VIII above is in addition to the information provided below. This information was gathered in order to determine if MT2 is capable of satisfying the USAFA's requirement. Due to the urgency of this acquisition, there is high confidence that MT2 is very capable of providing the manpower and equipment to complete the remediation at the firing range in a timely manner.

Other market research conducted for firing range remediation (mitigation) is provided as follows:

Note: Market research revealed ten other remediation projects completed within the past three years. Information for the past performance of these companies included in this Justificaiton and Authorization (J&A) is considered source selection sensitive and cannot be released to the public. The information is on file and the J&A was determined to be Legally Sufficient based on the results of the Legal Review prior to award.

IX. ANY OTHER FACTS SUPPORTING THE USE OF OTHER THAN FULL AND OPEN COMPETITION

Per the request of the Combat Arms Section at the USAFA, MT2 provided a detailed report on the conditions at the firing range's conditions and solutions to the problem. The company has already conducted a site visit and knows what needs to be remediated. Restoring safety of the firing range expeditiously would lessen the impact in the military mission and safety of military personnel.

X. LIST OF SOURCES, IF ANY, THAT EXPRESSED INTEREST IN THE ACQUISITION

No other sources have shown an interest in this acquisition.

XI. CONTRACTING OFFICER'S CERTIFICATION

In accordance with FAR 6.303-2(a)(12) the contracting officer's signature on the Coordination and Approval Document evidences that she has determined this document to be both accurate and complete to the best of her knowledge and belief.

City of Seattle
Department of Executive Administration

Fred Podesta, Director
Gregory J. Nickels, Mayor

Sole Source Request

CITY PURCHASING

Attach your Requisition or Blanket Contract Request and send to SMT-41-12
Call 206-684-0444 for assistance

This form is for products, equipment, supplies or routine services.
For Consultant Services see, http://inweb/contracting/consultant.htm
For Public Works, see http://inweb/contracting/construction.htm

This Request requires detailed information to justify the waiver of legal bid requirements. Fill this out completely with detailed information. City Purchasing will return those requests that do not provide sufficient information.

A sole source is a rare and unique exception to City purchasing regulations. Various Supreme Court decisions, regulations and statutes require competitive bidding unless that is not possible or the requirement is so unique, no other bidder could possibly fulfill the City requirements. The Department and Project Manager should submit all acquisitions for a competitive bid, unless a specific sole source situation exists.

- If there is any doubt, request a competitive bid.
- Specifications must be as expansive as possible to allow the greatest possible pool of bidders to compete. Specifications that narrow the field, especially to a sole source condition, must have a strong business purpose.
- A late start to the project does not justify a sole source.
- Prior work on a project is not necessarily an appropriate reason for a sole source.

If you have used expansive specifications and still find circumstances that establish a Sole Source, complete this Sole Source Request, route through your Department Procurement authority, and send to City Purchasing. These requests are usually attached to a Blanket Contract Request or a Purchase Order request. City Purchasing reviews sole source requests and makes the final determination.

Date of this Request: 02-07-2011
Your Name: Sergeant Duane H. Hendrix
Your Phone: 206-684-7470
Your Department: Police
Your Mail Stop:

Requested Vendor: Metals Treatment Technologies
Vendor Representative: Mr. James Uhlinger
Vendor Phone Number: 1-888-435-6645
Vendor E-mail: juhlinger@mt2.com

Contract Cost Estimate:$60.000.00
Desired Contract Start Date: 11/01/2011

1. Describe the product, service or system.

   Metals Treatment Techonologies, LLC (MT2) is a company that specializes in the lead treatment and removal from firearms ranges nationally. There is no local vendor that has performed this type of work locally as far as the firearms staff is aware. MT2 is the only company that can provide a solution to the departments need to remove and treat soil contaminated with lead fines. Lead fines are a by producy of firearms range activity that cannot be separated from soil in an efficient manner with todays machinery. MT2 has patented and proprietary techonology that offers a solution that both complies with US Environmental Protection Agency Best Management Practices for outdoor shooting ranges and provided the department with a cost effective method to remediate the situation at the outdoor range. MT2 is the worlds exclusive provider of ECOBOND® metals stabilization reagent, which is proprietary and patented to permanently reduce hazards due to leaching of toxic metals in the environmentand dramaticall reduce disposal costs of metals contaminated soils and other materials. After application of ECOBOND®, metals leachability is dramatically reduced and treated soils are rendered “non-hazardous” per EPA Toxicity Characteristic Leaching Procedure (TPLP) regulatory levels. As a result, MT2 is the only company that can provide this service. Thus the Seattle Police Department deems MT2 a sole source provider.

   MT2 will provide lead management services including:
   1. Assessing the potential lead contamination at the firing line (where shooters stand)
   2. In-situ stabilization of lead contaminated soil to a depth of 4-6 inches using their patented and proprietary ECOBOND® technology.
   3. Mining and cleaning of lead in all soil berms and improvement of berms berms in compliance with best management practices as outlined by NSSF. (National Shooting Sports Foundation) & EPA (United States Environmental Protection Agency)
   4. Environmental Stewardship Plan

2. The following section is to explain why only this particular brand, product or service is suitable. Check the boxes and attach detail to make the business case for the product and services you consider to be sole source. Document a convincing case based on one or more of the following reasons, to clearly explain why it is not possible to use an alternate. This should not rely upon arguments about the time or expense of preparing and conducting a bid. This should also not rely upon the time and expense of training a new vendor to take over the contract duties, because the bid selection process will have proper ways of factoring that element into the award decision.

   ☐ Compatibility to existing City standard or to existing equipment, inventory, systems, data, programs or service. Provide the business case for the standard and attach a copy of the standard if it is written.

   ☒ Licensed or patented product with only one dealer. Why is this particular licensed or patented product the only one suitable for your purpose?

   MT2 has patented and proprietary techonology that offers a solution that both complies with US Environmental Protection Agency Best Management Practices for outdoor shooting ranges and provided the department with a cost effective method to remediate the situation at the outdoor range. MT2 is the worlds exclusive provider of ECOBOND® metals stabilization reagent, which is proprietary and patented to permanently reduce hazards due to leaching of toxic metals in the environmentand dramaticall reduce disposal costs of metals contaminated soils and other materials.

   ☐ Authorized Service Provider, Repair and/or Warranty Services. The City requires service or repair support for products or equipment owned by the City, and the Vendor is either a factory authorized warranty service provider or else that particular Vendor is required for warranty services according to the conditions of a current City Contract.

☐ Unique design: Requires unique features that are essential aesthetic requirements, or not practical to match to existing design or equipment, such as artwork. Describe.

☐ Special bargain. This might include a surplus item, an auction sale, used equipment, returned "open box" purchase, or other similar one-time bargains. Describe.

☐ Delivery Date: Only one supplier can meet required delivery date. Explain why this delivery date is essential. This can only be used in limited circumstances, for delivery deadlines that are the result of an unanticipated situation, and not a circumstance that could have been reasonably anticipated or averted by advance City planning.

☐ Project or Research Continuity: Product, systems, services or data must comply with an ongoing project, research, data, testing or analysis without a compromise in the integrity of the project. Also, this should be a situation that can not be replicated by another company because there is a legal or physical obstruction to disclosing the project information to allow another company the opportunity to replicate. Examples include situations where a company has legal and/or proprietary rights to customization such as software code, or to data; or testing or data is collected through a unique measuring instrument that can not be accurately duplicated and offered by another vendor.

☐ Requirement by Funding Source: Lender, grantor (such as Federal government) or other provider of funds requires the specific product, service or system. Attach a copy of the document that clearly shows such a requirement is imposed by the funding source.

☐ Legal Monopoly: Only one supplier, such as electricity, water, or sewage.

☐ Trial and Evaluation projects: A limited duration, limited scope pilot, trial or evaluation of a product, range of products or services. A trial or evaluation project would typically be part of establishing a standard for a City Department, or to pilot a particular product or services for a City need. Describe the pilot, specify the scope of the pilot, and attach information to confirm that the pilot is part of a purposeful Department pilot intiative.

☐ Other. Describe.
Why is this the only company that can provide the sole source product or service? The previous section explains why a particular product, manufacturer or service is necessary. The section below discusses why the company you request is the only available company.

3. Explain why only this one company can provide the products or services. Identify any unique specification, qualifications, experience or products which make this the only available company.

   MT2 from the standpoint of lead mining and berm replacement as well as their patented ECOBOND formulation is the only agent that bonds lead fragments and dust into a mineralized form to inhibit leaching into the soil and eventually into strom water runoff. This formula will ensure that our lead waste remains on site in a stabilized form. This will also prevent the contamination of wildlife and people using the facilities of the range.

4. Describe the steps taken by the department to identify any other qualified companies to perform the work. This may include a website search or a verification from the manufacturer of a sole dealer.

   The range staff has conducted a web search for companies with extensive experience in remediation of police and law enforcement firearms ranges. MT2 has extensive experience in lead remediation with federal, state and local agencies. Alternate contractor had no experience with outdoor firearms ranges as far as mining earthen bullet impact berms or site lead remediation.

5. If this is a service, confirm that you assessed in-house capability and availability to perform the work.

   There exists no city owned lead waste and firearms range design and construction expertise. This

will eventually lead to a re-service of the range property for lead waste remediation and disposal in the earthen impact berms on an ongoing basis as determined by the usage load. At this time no specific schedule has been set for the remining of the earthen berms. It is estimated that the berms will need servicing every 4th year but may be shorter or longer based on usage.

6. If this is a service, is this work typically performed by civil service workers? If yes, attach a copy of a statement by a Labor Union representative that authorizes contracting out of this work.

   N/A

7. To approve and negotiate a sole source contract, the Buyer will need to investigate pricing to ensure it is reasonable. If you have proposed pricing, please attach and provide any analysis you have completed to confirm the pricing is reasonable. If not, the Buyer will seek this information separately.

   Again there no other known contractors that perform this specialized form of service known to range staff.

8. Specify whether the department anticipates any future budget that could expand the scope of this project request, or any other future phase or expansion that could occur once the work is underway. Idntify the potential scope and estimated dollar value of such additional work.

   Other then having this contractor return to mine the berms and maintain them based on future use at some point in the future as a maintenance function, there is no immediate intention by the department to expand the scope of their work on other then the active firearms ranges. In anticipation of any expansion of the scope of work listed within this sole source request

City Purchasing seeks signature from your Department Procurement Coordinator, your Fiscal Director, or other Department agent with assigned responsibility for procurement approval, that indicates the Department has reviewed and agrees with the sole source request.

Department Procurement Coordinator: _____ Date: _____

Signature of Requestor: _____ Date: _____

August 19, 2011

Mr. Maurice Winter
59-17 Junction Blvd
Flushing, NY 11373
mauricew@dep.nyc.gov

Dear Mr. Winter:

This letter provides a sole source justification for contracting the MT2, LLC and Divirka & Bartalucci (D&B) Team to continue supporting the New York City Department of Environmental Projection (NYCDEP) by performing ongoing firing range operations and maintenance (O&M) services at NYPD Rodman's Neck Firearms Training Facility (Rodman's Neck). The overall objective is to address the potential human health and environmental risks associated with the presence of residual lead and other metals within the facility. The O&M effort has been implemented to satisfy these objectives, and provide a comprehensive environmental management plan consistent with the United States Environmental Protection Agency (USEPA) guidance and requirements.

MT2's proven record of performance has demonstrated our expertise implementing environmental firing range services at Rodman's Neck under the current contract to provide environmental monitoring, soil sampling, lead particle groundwater monitoring, and environmental remediation of metals contamination in soils and sediments. The team of NYCDEP, NYPD, MT2, and D&B has successfully worked together having implemented a five-year program since April 2006. This team has met and exceeded all project requirements. This team will provide the City unique, one of a kind additional value as a Sole Source contractor based on the following exclusive factors:

1. ***MT2 is the exclusive provider of ECOBOND® lead and metals stabilization reagent***. ECOBOND® is proprietary and patented to permanently reduce hazards due to leaching of toxic metals in the environment and dramatically reduce disposal costs of metals-contaminated soils and other materials. MT2 has effectively treated over 10,000,000 tons of lead/metals contaminated soils at over 700 sites nationwide. At each, lead/metals leachability was dramatically reduced and treated soils were rendered "non-hazardous" per EPA Toxicity Characteristic Leaching Procedure (TCLP) regulatory levels. ECOBOND® unique characteristics include:
    - *Specifically at the NYPD site, ECOBOND® has met and exceeded all regulatory requirements for TCLP, SPLP, and especially* MEP. Please see the following results of actual data showing results well within project requirements.

Table 2-1 NYPD Rodman's Neck Soil Stabilization Summary Report – Frank Range

Location	Sample ID	Sample Location	TCLP Lead (mg/l)	SPLP Lead (mg/l)	MEP Lead (mg/l)
Frank Range	FRPTLB	Lower berm soil	0.0390	0.0490	0.0036
	FRPTS	Side berm soil	0.0202	0.0254	0.0365
	FRPTG	Flat area soil	0.0040	<0.0021	<0.0021
Project Action Levels			**5.0**	**0.172**	**5.0**

HazWaste\2525 (Rodman's Neck)\Soil Stabilization\Rodman Soil Data-Frank2010.xls 6/2/2010

ECOBOND® has long-term durability as indicated in the following table; treated soils are well below project action levels even 5 years **after** treatment. *ECOBOND® chemically converts the lead and has shown to be highly durable during police training*, as demonstrated in the NYPD Firing Range at Rodman's Neck 2010 Environmental Sampling Summary Report Table 3-1 Annual/Biannual Soil Sampling Event. Range soils were initially treated with ECOBOND® in 2006, 2010 sample results average less than 1.0 mg/l TCLP lead (TCLP USEPA Method 1311 to < 5.0 mg/l) and less than 0.024 ppm SPLP (SPLP USEPA Method 1312/6010 to < 0.172 ppm)

Table 3-1 NYPD Rodman's Neck 2010 Environmental Sampling Summary Report

Range		Sample ID	% Pb by Wt	TCLP Lead (mg/l)	SPLP Lead (mg/l)	Avg TCLP Lead (mg/l)	Avg SPLP Lead (mg/l)
Adam	Flat	AR-01	4.5	0.238	0.0422	0.113	0.023
		AR-02	2.3	0.0970	0.0064		
		AR-03	0.75	0.195	0.0246		
		AR-04	ND	0.0787	0.0124		
		AR-05	0.32	0.122	0.0584		
		AR-06	0.83	0.112	0.0674		
		AR-07	3.8	0.0607	0.0068		
		AR-08	2.0	0.115	0.0133		
		AR-09	8.1	0.0698	0.0045		
		AR-10	1.5	0.0777	0.0061		
		AR-11	4.3	0.143	0.0289		
		AR-12	4.8	0.0485	0.0083		
	Upper Berm	AR-13	2.8	0.0782	0.0931	0.0511	0.042
		AR-14	0.92	0.0264	0.0307		
		AR-15	1.6	0.0487	<0.0042		
	Lower Berm	RNSS-A1	18	0.0895	<0.0042	0.365	0.0054
		RNSS-A2	12	0.0547	<0.0042		
		RNSS-A3	22	0.952	<0.0042		

\INT3\Jobs_HazWaste\2525 (Rodman's Neck)\2010 Annual-biannual sampling\Oct Ann-biann Data.xls 1/18/2011

ECOBOND® has met physical requirements at the Training Facility: Utilizing ECOBOND® lead treatment technology and associated processes, MT2 has successfully treated over 15,000 tons of soils at the Rodman's Neck Training Facility. ECOBOND® provides a tremendous advantage over alternative treatment options; for example: The ***previous technology used at the site in the late 1990's caused soil to become "cement-like."*** Residual cement-like soil continues to cause delays in training time and incurs additional costs due to resulting water issues (e.g. flooding) caused by the previous treatment option. ***In comparison, ECOBOND® technology causes the water to percolate back into soil which allows the facility to meet training requirements.*** MT2's demonstrated success at the Rodman's Neck Training Facility includes:

- ECOBOND® treated soil remains soil-like, in original condition
- ECOBOND®'s low add rate (0.5% to 2%) does not significantly increase soil quantities therefore maintaining current range configuration/grade and preventing flooding at range
- Rain water can percolate into soils treated with ECOBOND® - ECOBOND® treated soils contain extremely stable compounds that virtually eliminate the leaching of lead/metals to the environment.

ECOBOND® has protected the groundwater and Long Island Sound waters as verified in the Rodman's Neck 2010 Environmental Sampling Summary Report, Table 3-2 Biannual Groundwater Sampling Analytical Results.

Table 3-2 NYPD Rodman's Neck 2010 Biannual Groundwater Sampling Analytical Results

Well Number	MW-25	MW-28	MW-29	MW31	MW-32	MW-33	MW-34	MW-35
Total Lead (Unfiltered)	<4.2	<4.2	<4.2	<4.2	<4.2	<4.2	<4.2	13.7
Dissolved Lead (Filtered)	<4.2	<4.2	<4.2	<4.7	<4.2	<4.2	<4.2	5.2
Well Number	MW-36	MW-37	MW-38	MW-39	MW-40	MW-41	MW-42	Mw-43
Total Lead (Unfiltered)	24.0	<4.2	<4.2	<4.2	53.8	<4.2	<4.2	5.3
Dissolved Lead (Filtered)	4.4	<4.2	<4.2	<4.2	<4.2	<4.2	<4.2	<4.2
Well Number	MW-44	MW-45	MW-46	MW-47	MW-48	MW-50	MW-51	MW-52
Total Lead (Unfiltered)	<4.2	21.0	<4.2	<4.2	7.8	8.6	<4.2	<4.2
Dissolved Lead (Filtered)	<4.2	<4.2	<4.2	<4.2	<4.2	<4.2	<4.2	<4.2
Well Number	MW-53	MW-54						
Total Lead (Unfiltered)	<4.2	<4.2						
Dissolved Lead (Filtered)	<4.2	<4.2						

\INT4\Jobs_HazWaste\2525\2010 Annual-biannual Sampling\Oct Biann GW Data.xls 1/18/2011

ECOBOND® treatment and lead maintenance at the facility has supported the City in remaining in compliance with all court orders in protecting the sensitive environment and waterways

2. ***MT2 and D&B are world class organizations and have met all project requirements.*** Both NYC DEP and NYPD have recommended that MT2 and D&B continue providing environmental firing range services at the Rodman's Neck Facility. By retaining this Team, the City and NYPD can be confident in the knowledge that the range will continue to meet and exceed environmental and training requirements.

3. ***Competitive Rates***: MT2 and D&B will hold contract rates within our control. Only outside laboratory costs will increase. This will provide the City the lowest rates available and, through sole sourcing, the City will not incur costs associated with re-bidding this project.

In addition, MT2 is recognized as the nation's leading provider of firing range lead recovery/recycling services MT2 has performed lead removal and recycling at over 600 law enforcement and other ranges nationwide using a variety of unique and MT2 proprietary lead separation technologies to remove and recycle over 10,000,000 lbs. of lead. MT2 maintains exclusive contracts with lead recyclers nationwide to ensure top dollar is returned for recycled lead.

MT2 has been contracted under sole source contracting vehicles by numerous Federal, State and Municipal Government Agencies. Most recently, MT2 can demonstrate a sole-source contract with the USAF Academy: Linda Wenneberg, Contracting Officer 719-333-4705. By contracting MT2 sole source, the City maintains continuity with the proven, experienced MT2 team and the exclusive technology provider of ECOBOND®.

MT2 hopes you will consider this justification statement in contracting for continued O&M firing range lead remediation tasks at the Rodman's Neck Firearms Training Facility. Please contact me at 303-456-6977 or E-mail: jbarthel@mt2.com if additional information regarding MT2, our services, and/or our products will help in this matter.

Sincerely Yours,

James M Barthel; President and CEO

MT2 Metals Treatment Technologies

12441 W. 49th Ave, Suite 3
Wheat Ridge, CO 80033
Phone: 303-456-6977/888-435-6645
Fax: 303-456-6998
Website: www.metalstt.com

with Offices in:
Chicago, IL
New York, NY
Washington, DC

December 7, 2006

Anna Weaver, Purchasing Manager
Austin Police Department
P.O. Box 1629
Austin, TX 78767-1629

Anna.Weaver@ci.austin.tx.us

RE: SOLE SOURCE JUSTIFICATION FOR MT2/ECOBOND – AUSTIN POLICE DEPARTMENT FIRING RANGE, AUSTIN, TEXAS.

Dear Ms Weaver:

This letter provides sole source justification for using MT2, LLC (Metals Treatment Technologies) to provide lead removal and stabilization of lead in firing range berms at the Austin Police Department SWAT Team Firing Range in Austin, Texas.

MT2 is the world's exclusive provider of ECOBOND® metals stabilization reagent. ECOBOND® is proprietary and patented to permanently reduce hazards due to leaching of toxic metals in the environment and dramatically reduce disposal costs associated with metals-contaminated soils and other materials.

MT2 has applied ECOBOND® effectively at over 100 firing ranges and metals-contaminated sites in 45 states, including Texas. At each, metals leachability has been dramatically reduced and treated soils were cost-effectively rendered "non hazardous" per EPA Toxicity Characteristic Leaching Procedure (TCLP) regulatory levels.

During our history, MT2 has been contracted under sole source contracting vehicles by numerous Federal, State and Municipal Government Agencies. Most recently, MT2 can demonstrate a sole-source contract with the Pennsylvania Game Commission, Mr. Gary Camus, phone: (717) 787 – 6400.

We hope you will consider this justification statement in contracting to support lead removal and lead stabilization for firing range berms for the City of Austin, Texas. Please call me or Mr. Jim Uhlinger at 303-456-6977 or 888-435-6645 if additional information regarding MT2, our services, and/or our products will help in this matter.

Sincerely Yours,

James M Barthel
President & CEO

JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION

I. CONTRACTING ACTIVITY

Contracting Activity: 10 CONS/LGCA
Purchase Request/Local Identification Number: Work Order Request #59463
Project/Program Name: N/A – This was an unknown, unbudgeted requirement resulting from a safety inspection.
Estimated Contract Cost (including options): Estimated $750,000
Type Program: Other Contracting
Authority: 10 U.S.C. 2304(c), as implemented by FAR 6.302-2(b)(1) and FAR 6.302-2(b)(2)
Type J&A: Justification for Other Than Full and Open Competition
Contracting Officer: Linda A. Wennerberg, 10 CONS/LGCA,
Signature: Linda A. Wennerberg Date Signed: 10 September 2009

II. NATURE AND/OR DESCRIPTION OF THE ACTION BEING PROCESSED

The action will be a new Firm Fixed Price Construction Contract; FA7000-09-C-XXX awarded in accordance with Federal Acquisition Regulation (FAR) 6.302-2 to a sole source based on an unusual and compelling urgency due to mission requirements and safety issues.

III. DESCRIPTION OF THE SUPPLIES/SERVICES REQUIRED TO MEET THE AGENCY'S NEEDS

The action required is a one-time remediation of two firing range berms closed to military personnel due to safety issues. In accordance with AFI 36-2226, Combat Arms Program, representatives from Combat Arms Training and Maintenance (CATM), Base Safety, Environmental, CE Maintenance, and Bioenvironmental will inspect the range annually. As a result of the inspection conducted on 18 August 2009, the following conditions were discovered: "Due to the unusually large amount of rain throughout the spring and summer, the runoff has eroded the backstops exposing thousands of lead rounds. This exposure now poses a serious ricochet hazard. This hazard in-turn causes violation of both the surface and vertical danger zones. The large number of lead rounds exposed combined with excessive erosion resulting in the ricochet hazard, USAFA Safety's assessment is that both ranges be closed until the backstops are mined and repairs completed to bring both ranges back in-compliance of the standards."

Under the contemplated contract, MT2 will provide a remediation plan that includes the excavation and screening of an anticipated 13,400 cubic yards of soil, recycling of recovered bullets and bullet fragments, stabilization treatment for lead contamination, confirmation sampling, and replacement of the processed soil as well as Geo Fabric for slope stabilization and installation of seed mix, and straw mulch.

The period of performance of this effort will be from September 2009 through December 2009 and 3400 appropriations will fund this effort.

IV. STATUTORY AUTHORITY PERMITTING OTHER THAN FULL AND OPEN COMPETITION

10 USC 2304(c), as implemented by FAR 6.302 (FAR 6.303-2(a)(4)) identifies the statutory authority permitting other than full and open competition. FAR 6.302-2(b)(1), *Unusual and Compelling Urgency* applies.

The urgency of this requirement was not based on lack of advance planning by the requiring activity (FAR 6.301(c)). The necessity of a speedy acquisition is the consequence of a safety inspection conducted on 18 August 2009 which resulted in the closure of the M16 and 9MM firing ranges. Immediate action was taken by the Combat Arms Section to remedy the problem. Inspection of the berms by a remediation expert was conducted. A report provided on 1 September 2009 revealed a course of action that could be taken to allow the ranges to be reopened for use.

Due to the unusual and compelling urgency of this requirement (FAR 6.302-2(b)(1) and FAR 6.302-2(b)(2)), it has been determined that a delay in award of a contract would result in serious injury, financial or other, to the Government. Competition of this acquisition would affect the mission of the military on the United States Air Force Academy. Military being deployed during wartime conditions would be at further risk if the proper training on use of firearms could not be conducted. Training schedules at alternate firing ranges is unpredictable and creates other safety concerns, costs, weapon transportation issues, insufficient manpower, and the use of manpower that could be better utilized for the intended mission.

Immediate remediation and reopening of the affected firing range berms is necessary to preclude adverse impact to military readiness, and total mission failure for Security Forces and Chenega in the region, as well as deployment personnel.

Contracting personnel requested detailed information from the Combat Arms Section in order to more clearly identify the impact of not being able to use the firing ranges closed due to safety issues.

The following information was provided:

The urgency of this requirement was not based on lack of advance planning by the requiring activity (FAR 6.301(c)). The necessity of a speedy acquisition is the consequence of a safety inspection conducted on 18 August 2009 which resulted in the closure of the M16 and 9MM firing ranges. Immediate action was taken by the Combat Arms Section to remedy the problem. Inspection of the berms by a remediation expert was conducted. A report provided on 1 September 2009 revealed a course of action that could be taken to allow the ranges to be reopened for use.

Due to the unusual and compelling urgency of this requirement (FAR 6.302-2(b)(1) and FAR 6.302-2(b)(2)), it has been determined that a delay in award of a contract would result in serious injury, financial or other, to the Government. Competition of this acquisition would affect the mission of the military on the United States Air Force Academy. Military being

deployed during wartime conditions would be at further risk if the proper training on use of firearms could not be conducted. Training schedules at alternate firing ranges is unpredictable and creates other safety concerns, costs, weapon transportation issues, insufficient manpower, and the use of manpower that could be better utilized for the intended mission.

Immediate remediation and reopening of the affected firing range berms is necessary to preclude adverse impact to military readiness, and total mission failure for Security Forces and Chenega in the region, as well as deployment personnel.

Contracting personnel requested detailed information from the Combat Arms Section in order to more clearly identify the impact of not being able to use the firing ranges closed due to safety issues.

The following information was provided:

RANGE REQUIREMENT: Utilization of Fort Carson ranges requires an Officer-in-Charge (must be E-6 or above), Range Safety Officer (must be an E-5 or above), Medic or Combat Lifesaver, Munitions Custodian, Radio Telephone Operator and two (2) aircraft observers, in addition to the line officials (One (1) instructor to seven (7) students) and a Tower Operator (total of 11 personnel for a normal class load of 21 personnel). Each position must be a separate individual (a single individual cannot perform more than one of these tasks).
IMPACT: Our Combat Arms Section is currently limited to four (4) personnel and would have to solicit other agencies to meet these requirements. 10 SFS is currently at 50% manning due to deployment overlap and would not be able to provide adequate personnel to meet this requirement.

TRANSPORTATION: Personal vehicles cannot be driven on Fort Carson ranges; therefore, government transportation would be required to transport the students to and from the ranges. While there is no cost associated with this for the 10 SFS, 10 LGR would have to provide the driver and vehicle; this means they would have to absorb the associated costs, which were not included in their budget.
IMPACT: Fort Carson is approximately 1 hour travel time from USAFA; with additional time added depending on the location of the range we were provided. This additional time would change an 8-hour day into a possible 12-hour or longer day. Safety is a major concern because the students are handling loaded weapons and the longer the day, the more careless they will become.

WEAPONS/AMMUNITION TRANSPORTATION: Weapons and ammunition cannot be transported in the same vehicle; therefore, transport of these items requires at least two (2) personnel certified to transport weapons and ammunition to the Fort Carson ranges.
IMPACT: Combat Arms currently has only four (4) personnel. Two (2) instructors are required for classroom instruction, and the other two (2) personnel would be dedicated solely to transporting the weapons and ammunition. Which means the Combat Arms personnel would have to be at work at least two (2) hours prior to the students for classroom and range preparation and stay at least two (2) hours later for the cleanup on top of the 12 hour or longer firing day. Safety is a major concern due to sleep deprivation of the instructors, which could

result in a weapon safety mishap. Instructors must have extreme attention to detail to prevent such incidents.

RANGE AVAILABILITY: Unfortunately, Fort Carson ranges are extremely busy and Army agencies request them at least 3 years out. While they have agreed to allow us to utilize the ranges, the Army takes priority and can bump us off the range, even if we have already begun firing. They cannot provide available dates for planning; we are to provide a list of dates we would like. They check the availability and let us know what dates we can have.

IMPACT: We may not be able to meet firing requirements due to range availability and Army priority requirements, which results in total mission failure for Security Forces and Chenega in the region, as well as, deployment personnel.

V. DEMONSTRATION THAT THE CONTRACTOR'S UNIQUE QUALIFICATIONS OR NATURE OF THE ACQUISITION REQUIRES THE USE OF THE AUTHORITY CITED ABOVE (APPLICABILITY OF AUTHORITY)

Due to the unusual and compelling urgency of this requirement (FAR 6.302-2(b)(1) and FAR 6.302-2(b)(2)), it has been determined that a delay in award of a contract would result in serious injury, financial or other, to the Government. Competition of this acquisition would affect the mission of the military on the United States Air Force Academy. Military being deployed during wartime conditions would be at further risk if the proper training on use of firearms could not be conducted. Training schedules at alternate firing ranges is unpredictable and creates other safety concerns, costs, weapon transportation issues, insufficient manpower, and the use of manpower that could be better utilized for the intended mission. In researching qualifications of several companies, MT2, LLC came highly qualified based on experience and price.

VI. DESCRIPTION OF EFFORTS MADE TO ENSURE THAT OFFERS ARE SOLICITED FROM AS MANY POTENTIAL SOURCES AS DEEMED PRACTICABLE

In accordance with FAR 5.202 *Exceptions*, this acquisition is being solicited due to the unusual and compelling urgency of this requirement (FAR 6.302-2(b)(1) and FAR 6.302-2(b)(2)). It has been determined that a delay in award of a contract would result in serious injury, financial or other, to the Government. Competition of this acquisition would affect the mission of the military on the United States Air Force Academy.

Therefore, due to the urgency for the completion of this project, it was not in the best interest of the Government to compete this project based unforeseen conditions that affected the safety of personnel utilizing the firing range. Since posting a synopsis would negate the immediate correction of the safety issue, market research completed with several agencies revealed that a synopsis had been posted recently.

VII. DETERMINATION BY THE CONTRACTING OFFICER THAT THE ANTICIPATED COST TO THE GOVERNMENT WILL BE FAIR AND REASONABLE

MT2 has recent and relevant past performance documented. Based on the market research and information from other organizations/companies requiring remediation, the Contracting Officer has determined MT2's anticipated cost will be considered fair and reasonable. Pricing received will be reviewed based on recycling considerations, area to be remediated (quantities), and manpower utilized. Cost and pricing data will be required, and a technical evaluation will be conducted to determine if the offeror meets the requirements. Cost or price analysis will be conducted as needed to determine fair and reasonable pricing.

VIII. DESCRIPTION OF THE MARKET RESEARCH CONDUCTED AND THE RESULTS, OR A STATEMENT OF THE REASONS MARKET RESEARCH WAS NOT CONDUCTED

Market research as discussed in Paragraphs VII and VIII above is in addition to the information provided below. This information was gathered in order to determine if MT2 is capable of satisfying the USAFA's requirement. Due to the urgency of this acquisition, there is high confidence that MT2 is very capable of providing the manpower and equipment to complete the remediation at the firing range in a timely manner.

Other market research conducted for firing range remediation (mitigation) is provided as follows:

Note: Market research revealed ten other remediation projects completed within the past three years. Information for the past performance of these companies included in this Justificaiton and Authorization (J&A) is considered source selection sensitive and cannot be released to the public. The information is on file and the J&A was determined to be Legally Sufficient based on the results of the Legal Review prior to award.

IX. ANY OTHER FACTS SUPPORTING THE USE OF OTHER THAN FULL AND OPEN COMPETITION

Per the request of the Combat Arms Section at the USAFA, MT2 provided a detailed report on the conditions at the firing range's conditions and solutions to the problem. The company has already conducted a site visit and knows what needs to be remediated. Restoring safety of the firing range expeditiously would lessen the impact in the military mission and safety of military personnel.

X. LIST OF SOURCES, IF ANY, THAT EXPRESSED INTEREST IN THE ACQUISITION

No other sources have shown an interest in this acquisition.

XI. CONTRACTING OFFICER'S CERTIFICATION

In accordance with FAR 6.303-2(a)(12) the contracting officer's signature on the Coordination and Approval Document evidences that she has determined this document to be both accurate and complete to the best of her knowledge and belief.



October 3, 2007

Lieutenant Daniel Flanagan
Commanding Officer
Firearms Training Unit
Nassau County Police Department
300 Weir Street
Hempstead, NY 11550

dflanagan@pdcn.org

Dear Lt. Flanagan:

This letter provides a sole source justification for contracting MT2, LLC to support the Nassau County Police Department by performing treatment and removal of identified lead-contaminated soils from the range floor and providing engineering control options to mitigate tracking of lead at the Department's Firearms Training Facility.

MT2 is the world's exclusive provider of ECOBOND® metals stabilization reagent. ECOBOND® is proprietary and patented to permanently reduce hazards due to leaching of toxic metals in the environment and dramatically reduce disposal costs of metals-contaminated soils and other materials.

MT2 has applied ECOBOND® effectively at over 300 firing ranges and metals-contaminated sites in 45 states. At each, metals leachability is dramatically reduced and treated soils are rendered "non hazardous" per EPA Toxicity Characteristic Leaching Procedure (TCLP) regulatory levels.

MT2 has been contracted under sole source contracting vehicles by numerous Federal, State and Municipal Government Agencies. Most recently, MT2 can demonstrate a sole-source contract with the Pennsylvania Game Commission, Mr. Gary Camus,(717) 787-6400.

MT2 hopes you will consider this justification statement in contracting for the treatment and removal of lead-contaminated soils and provide engineering control options to mitigate tracking of lead at the Department's Firearms Training Facility.

Please contact me or Mr. Jim Uhlinger at 303-456-6977 or 888-435-6645 if additional information regarding MT2, our services, and/or our products will help in this matter.

Sincerely Yours,

James M Barthel
President and CEO

Contract ID#: CFPW07[redacted]

Department: Police

Contract Summary

Description: Lead Remediation at Nassau County Police Department Firearms training Facility.

Purpose: To procure funds for the treatment and removal of identified lead-contaminated soils from the range floor and provide engineering control options to mitigate tracking of lead at the Nassau County Police Department Firearms Training Facility. Due to results of testing on soil samples from various locations at the range performed in June 2007, the range was ordered closed by the Department. This has greatly impacted on the ability to train members and meet contractual labor agreements regarding mandated training. In early July 2007, Nassau County Department of Public Works removed 2-3 feet of soil and straw from the berm and adjacent areas. This material was transported classified as 'hazardous waste', an extremely expensive procedure. In mid July 2007, following a meeting with the Nassau County Department of health, Commissioner of Police Lawrence Mulvey directed the treatment and removal of leaded soil from the outdoor range.

Method of Procurement: In July 2007, staff at the Firearms Training Unit conducted research in order to find a company that will fulfill the requirements of the Departments' needs to treat leaded soil so as to have it NOT classified as 'hazardous material' and then have it removed from the range, since the removal of 'hazardous material' is extremely expensive. The staff at FTU researched the following companies: Envirocon, Hepaco, MFG, Inc., and Mulry & Cresswell Environmental, Inc. and none were found to offer the services required by the Department. FTU staff then contacted Metals Treatment Technology a/k/a MT2, a firm offering treatment and removal solutions for lead contaminated soil using their patented technology.

Procurement History: Research by the Firearms Training Unit concluded that MT2 is the only company that can provide solution to the Department's requirement of treating leaded soil for removal classified as NOT 'hazardous material' and replacement with clean soil. MT2 has patented and proprietary technology that offers a solution that both complies with the US Environmental Protection Agency Best Management Practices for outdoor shooting ranges and provides the Department with a cost effective method to remediate the situation at the outdoor range. MT2 is the world's exclusive provider of ECOBOND metals stabilization reagent, which is proprietary and patented to permanently reduce hazards due to leaching of toxic metals in the environment and dramatically reduce disposal costs of metal-contaminated soils and other materials. After application of ECOBOND, metals leachability is dramatically reduced and treated soils are rendered 'non-hazardous' per EPA Toxicity Characteristic Leaching Procedure (TPLP) regulatory levels. As a result, MT2 is the only company that can provide this service. Thus, the Nassau County Police Department deems MT2 a sole source provider.

Description of General Provisions: The vendor will provide lead management services including 1) assessing potential lead contamination at the firing line (where the shooters stand), 2) in-situ stabilization of lead-contaminated soil to a depth of 4 to 6 inches using their patented and proprietary ECOBOND technology, 3) excavation, transport and offsite disposal of treated lead-contaminated soil, 4) installing backfill and vegetative cover to replace treated soil, and 5) installing Vitriturf cushioned surfacing in the apron area directly in front of the berm.

Impact on Funding/Price Analysis: The total cost of the project is [redacted] Dollars will be funded from Capital Project 50401-Outdoo Pistol Range Replacement. [redacted] will be funded by the Hazardous Waste Response Fund-81011.

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted)

Advertisement Information

BUDGET CODES	
Fund:	Cap
Control:	50401
Resp:	
Object:	00004
Transaction:	CQ

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract	XXXXXXX
County	$
Federal	$
State	$
Capital	$[redacted]
Other	$
Total	$[redacted]

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/50401/000/00004	$[redacted]
2	PWCAPCAP/81011/000/00004	$[redacted]
3		$
4		$
5		$
6		$
	Total	$[redacted]

Document Prepared By: PCOS Jane A. Gonzalez

Date: 10/11/207

PRCF1205 (3/06)

Bullet Proof Your Environment!

July 17, 2009

Sgt. Anthony Biancardi
Nassau County Police Department
300 Weir Street
Hempstead, NY 11550

ABiancardi@PDCN.ORG

Dear Sgt. Biancardi:

This letter provides a sole source justification for contracting MT2, LLC to support the Nassau County Police Department by performing treatment and removal of identified lead-contaminated soils from the range floor and providing engineering control options to mitigate tracking of lead at the Department's Firearms Training Facility.

MT2 is the world's exclusive provider of ECOBOND® lead and metals stabilization reagent. ECOBOND® is proprietary and patented to permanently reduce hazards due to leaching of toxic metals in the environment and dramatically reduce disposal costs of metals-contaminated soils and other materials. MT2 has applied ECOBOND® effectively at over 700 firing ranges and metals-contaminated sites in 47 states. At each, lead/metals leachability was dramatically reduced and treated soils were rendered "non-hazardous" per EPA Toxicity Characteristic Leaching Procedure (TCLP) regulatory levels.

In addition, MT2 is recognized as the nation's leading provider of firing range lead recovery/recycling services MT2 has performed lead removal and recycling at over 400 law enforcement and other ranges nationwide using a variety of unique and MT2 proprietary lead separation technologies to remove and recycle over 5 million pounds of lead. MT2 maintains exclusive contracts with lead recyclers nationwide to ensure top dollar is returned for recycled lead.

MT2 has been contracted under sole source contracting vehicles by numerous Federal, State and Municipal Government Agencies. Most recently, MT2 can demonstrate a sole-source contract with the Pennsylvania Game Commission, Mr. Gary Camus, (717) 787-6400.

MT2 hopes you will consider this justification statement in contracting for the treatment and removal of lead-contaminated soils and provide engineering control options to mitigate tracking of lead at the Department's Firearms Training Facility. Please contact me at 303-456-6977 or E-mail: jbarthel@mt2.com if additional information regarding MT2, our services, and/or our products will help in this matter.

Sincerely Yours,

James M Barthel; President and CEO

Pennsylvania Game Commission
Bureau of Wildlife Habitat Management
Engineering Division
2001 Elmerton Avenue
Harrisburg, PA 17110-9797

January 17, 2008

Mr. Michael Burkett
VP Operations
MT2, LLC
14045 West 66th Avenue
Arvada, Colorado 80004

RE: PENNSYLVANIA GAME COMMISSION STATEWIDE FIRING RANGE REMEDIATION AND ENVIRONMENTAL STEWARDSHIP

Dear Mr. Burkett:

I would like to take this opportunity to express my satisfaction in the quality job performance provided by MT2, LLC (Metals Treatment Technologies). For more than 100 years, the Pennsylvania Game Commission has managed what now comprises more than 1.4 million acres of land, preserving and managing wildlife resources while also providing recreational opportunities for state residents and visitors. These recreational opportunities include maintaining almost 50 firing ranges located throughout the state of Pennsylvania. As part of the Growing Greener initiative, the Pennsylvania Game Commission has chosen to update all of these ranges, adhering to modern firing range best management practices, while also addressing environmental stewardship of these ranges and their surrounding habitat.

After thorough research and evaluation, the Pennsylvania Game Commission chose MT2 as their sole source contractor for lead remediation activities on shooting ranges. MT2's ECOBOND® technology and experienced personnel have provided a quality service, concurrently working state-wide on multiple ranges. We have found MT2 to be professional, responsive to our needs, and sensitive to our budgetary requirements. We anticipate additional range activity to continue into 2008 and look forward to your support.

Sincerely,

Foster Schaffer, P.E. Chief
PGC-Engineering Division

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA GAME COMMISSION
2001 ELMERTON AVENUE, HARRISBURG, PA 17110-9797

June 13, 2006

James M. Barthel, President
Metals Treatment Technologies
12441 W. 49th Avenue, Suite 3
Wheat Ridge, Colorado 80033

RE: Shooting Range Lead
Management Contract

Dear Mr. Barthel:

Thank you for your interest in visiting with us in July of this year. I hope we can get together with the executive director as proposed. As we discussed by telephone today, I have included a copy of the sole source bid and included the additional two sheets needing action on your end to execute this contract. Please sign in the appropriate space and fill out all information on both sheets. Please follow instructions on the back and return all documentation to me ASAP.

Sincerely,

Gary R. Camus, Chief
Division of Federal Funding
and Public Access

cc: SR Klinger, GR Camus, File

COPY

SOLE SOURCE FACT SHEET AND CHECKLIST FOR SERVICES

This form must be ***electronically*** completed, ***signed and submitted to the Department of General Services*** when making sole source requests for services. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

Application of the printed names of the person completing the form and the agency head or deputy in the boxes provided on the form shall constitute the signatures of these individuals. Agencies must insure that these individuals review the completed form and give their consent to apply their printed name at the bottom of the form where indicated. No handwritten signatures shall be required in order for the form to be considered "signed" by those individuals whose names appear in the Signature section of the form.

Department: Pennsylvania Game Commission, Bureau of Land Management

Contract No.: _____

Estimated Total Dollar Amount of Order/Contract: [redacted]

Contractor's Name: Metals Treatment Technologies

Contractor's Address: 12441 W. 49th Avenue, Suite 3, Wheat Ridge, CO 80033

Contractor's Vendor Number: _____

Contractor's Contact Person: James M. Barthel

Contractor's Contact Person Telephone No.: (303) 456-6977

Location Where Service is to be Performed: Statewide, 40-45 separate shooting range locations

1. Please check the reason(s) for this request:

a. ☒ Only Single contractor is capable of providing the services.
☐ Only known source - similar services not available from another contractor.
☐ Services must be provided by contractor to ensure compatibility.
☐ ***Original Procurement from Office of Administration ITQ for Information Technology Services.***

b. ☐ A federal or state statute or federal regulation exempts the services from the competitive procedure.

c. ☐ It is clearly not feasible to award the contract for services on a competitive basis. For example: Software maintenance agreements, including upgrades and software support, exceeding $10,000.00.

d. ☐ The services involve the repair, modification, or calibration of equipment and are to be performed by the manufacturer of the equipment or by the manufacturer's authorized dealer, provided the contracting officer determines that bidding is not appropriate under the circumstances.

e. ☒ The contract for services is in the best interest of the Commonwealth.

2. Briefly describe the services you are requesting and their function. Please attach ***a draft of the "Statement of Work".***

We are requesting lead reclamation and stabilization of soil materials removed from backstop berms at all shooting ranges owned or operated by the PGC. Lead reclamation and remediation measures are being undertaken to prevent any lead contamination of surface areas and surface and ground waters on State game Lands. The Statement of Work is as follows:

ATTACHMENT B

Proposed Contract Work Scope Specification

Firing Range Environmental Maintenance

PART 1 - GENERAL

This Work Scope Specification describes general requirements associated with the firing range environmental maintenance at shooting ranges in state of Pennsylvania. The maintenance actions shall be performed in compliance with requirements specified herein. The goal of the project is to process and manage the soils at the shooting range sites to achieve non-residential reuse or continued range operations. The process will include separation/removal of lead bullet fragments from the shooting range soils and treatment of the screened soils with the proprietary technology ECOBOND® to meet the RCRA TCLP requirement of less than 5.0 mg/l.

Workmanship shall be performed in accordance with industry standards and in compliance with federal, state and local published rules, regulations, standards or statutes. Materials and equipment shall comply with normal standards of practice and must comply with state or federal regulations, or published industry, environmental or health and safety codes acceptable to the state of Pennsylvania (OWNER).

1.1 Overall Scope of Work

The Pennsylvania Game Commission has initiated this project to implement firing range maintenance services to achieve non-residential reuse standards or continued range operations for lead contaminated soil at the numerous sites within the regions. The Scope of Work includes site preparation, excavation of soils, stockpiling, soil screening (lead removal and recycling) activities, followed with chemical conversion treatment of lead impacted lead fines and particles with ECOBOND®. This treatment will achieve RCRA TCLP criteria of less than 5.0 mg/l for TCLP Pb, associated soil sampling and analytical analysis, and (optional) placement of screened and/or treated soils back onto the berms.

1.2 Definitions

1.2.1 Contractor

CONTRACTOR is MT2, LLC who is entering this agreement and responsible for all phases of WORK outlined in the CONTRACT DOCUMENTS including the work of all subcontractors and CONTRACTOR representatives.

1.2.2 Contract Documents

CONTRACT DOCUMENTS are defined as the Price Proposal, Scope of Work and all required affidavits and other related documentation, Agreement, Technical Specifications, Drawings, all Addenda, and Change Orders executed pursuant to the provisions of the Contract Documents.

1.2.3 Work

The WORK consists of maintenance activities specified in the CONTRACT DOCUMENTS to be carried out by the CONTRACTOR or his subcontractors.

1.2.4 Shooting Range

SHOOTING RANGE consists of various shooting range locations located at the different regions throughout the state of Pennsylvania.

1.2.5 Owner

OWNER is the state of Pennsylvania government, including the Game Commission, and other departments and divisions within the state of Pennsylvania government. The state of Pennsylvania is owner of subject shooting ranges.

1.3 Background Information

The subject shooting ranges are located within the various regions of the state of Pennsylvania. The Pennsylvania Game Commission will identify each shooting range prior to mobilization to the specific site. The ranges have been used by the Pennsylvania Game Commission as practice shooting ranges for approximately 40 years. The sites include berms/hills, open grassy areas, and potential wooded areas behind shooting ranges.

1.4 Firing Range Maintenance Requirements

The maintenance requirements for screening and chemical conversion treatment utilizing ECOBOND® are as follows:

1.4.1 Screening

Soils that contain visible lead bullets and bullet fragments will be excavated, stockpiled and screened to remove at least 90% of the bullets and bullet fragments by weight of soil.

1.4.1.1 Confirmation Samples

Confirmation samples will be obtained in excavation areas to confirm that remaining soils are less than the non-residential standard of 1,000 mg/kg for Pb. Additional excavation will be made until this criterion is achieved.

1.4.1.1 Lead Bullet Fragments

Lead bullet fragments that are recovered during the screening process will be recycled at an off-site recycler. A Certificate of Recycling will be issued to the state of Pennsylvania.

1.4.2 Chemical Conversion Treatment with ECOBOND®

Screened soils will be treated using the chemical conversion technology ECOBOND® at specified concentrations.

1.4.2.1 Post Treatment Confirmation Sampling

Treated soils will be composite sampled and analyzed for RCRA TCLP Pb and totals Pb (mg/kg). TCLP Pb will be used to verify that the RCRA Standard (RCRA) of 5.0 mg/l for lead. Soils that meet the RCRA TCLP Pb criteria of less than 5.0 mg/l and the totals of less than 1,000 mg/kg can be reused on-site in the shooting berms.

1.4.2.2 Soil Treatment

Soil that exceeds the RCRA TCLP criterion after ECOBOND® chemical treatment will be retreated until it achieves the RCRA criterion of less than 5.0 mg/l for Pb at no additional cost to OWNER.

PART 2 – PROJECT REQUIREMENTS

2.1 General

The WORK to be performed shall consist of providing all personnel, tools, equipment, materials, supplies, and manufactured articles; providing all labor, transportation, and services, including fuel, power, water and essential communications required to accomplish the WORK. Work shall be in accordance with these CONTRACT DOCUMENTS. All equipment, materials and services not expressly indicated or called for but which may be necessary for the completion and proper performance of the WORK, in good faith, shall be provided by the CONTRACTOR. Methods for on-site WORK and treatment of soils are to be in accordance with federal, state and local regulations and specifications.

2.2 Permits

The CONTRACTOR is not required to obtain any required permits to execute the Scope of Work as specified in the CONTRACT DOCUMENTS.

2.3 Dust and Turbidity Control

Soil shall be excavated and processed through the screening equipment in a controlled manner to minimize the generation of dust. If determined necessary, earth moving and soil processing activities may require the application of water to reduce the level of dust that may be generated from these activities. If sprinkling is used, at all times the CONTRACTOR shall keep on the project site a sufficient amount of equipment and competent workmen to perform the specified dust control sprinkling operations. All equipment utilized shall be of safe design and of sufficient capacity for the intended work. Dust control shall be performed as the WORK proceeds and whenever a dust nuisance or hazard occurs. Chemical treatment or light bituminous treatment will not be permitted.
Excavations shall be sloped or otherwise supported in a safe manner in accordance with applicable state safety requirements and the requirements of OSHA Safety and Health Standards for Construction (29CFR1926).

2.4 Environmental Protection

2.4.1

The CONTRACTOR shall provide and maintain, throughout the duration of the contract the environmental protection as defined in this section and the CONTRACT DOCUMENTS plan for and provide measures to control pollution that develops during normal construction practice.
Proposed Contract Work Scope Specifications 47 Pennsylvania Game Commission Firing Range Environmental Maintenance Proposal

2.4.2

The CONTRACTOR shall preserve the natural resources within the project boundaries and outside the limits of permanent work. The CONTRACTOR shall prevent oily or other hazardous substances from entering the ground, drainage areas or local bodies of water.

2.4.3

The CONTRACTOR shall control and properly dispose of all hazardous waste generated by construction activities. Wastes defined as hazardous shall be stored in approved containers as specified in 49 CFR Title 49, Part 178, properly labeled to identify the type of waste and date filling of the container commenced. The CONTRACTOR shall remove the containers from the sites, and store and dispose of hazardous waste in accordance with 40CFR 263 and 40CFR 264.

2.4.4

The CONTRACTOR shall comply with the Environmental Protection Division of the State of Pennsylvania on fugitive dust and any Health and Safety requirements for dust control.

2.5 Protection of Existing Facilities

2.5.1

The CONTRACTOR shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to they were prior to such damage or temporary relocation.

2.5.2

The CONTRACTOR shall not do any work that would affect any telephone, or electric transmission line, any fence, or any other structure, nor shall the CONTRACTOR enter upon the rights-of-way involved until notified by the OWNER that the CONTRACTOR can enter the property. After authority has been obtained, the CONTRACTOR shall give the OWNER due notice of its intention to begin WORK.

2.5.3

The CONTRACTOR shall protect all underground utilities and other improvements, which may be impaired during construction operations. It shall be the CONTRACTOR'S responsibility to ascertain the actual location of all existing utilities and other improvements that shall be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations.

2.5.4

All power, and telephone or communication cable ducts, water mains, poles and overhead power and communication wires and cables encountered along the line of the WORK shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory are made with the OWNER of said pole, or wire or cable.

2.6 Health and Safety

The CONTRACTOR shall be responsible for the health and safety of its employees and subcontractors as specified in a submitted and reviewed HEALTH AND SAFETY PLAN (HASP). The CONTRACTOR shall submit a HASP at least one week prior to mobilization to the first site for review by the OWNER. This HASP will serve as the safety plan for all the shooting range sites.

2.7 Waste Disposal

No waste disposal is planned for this project. The soils, vegetation and non-lead bullet fragment debris will be retained on the site for reuse.
Lead bullet fragments will be sent for off-site recycling and is therefore not considered a waste.

PART 3 – MATERIALS

3.1 ECOBOND® Pb

The proprietary chemical conversion treatment product shall be ECOBOND®. The CONTRACTOR shall select a mix design that achieves the RCRA TCLP criteria of less than 5.0 mg/l for Pb. A Treatability Study shall be completed that verifies the chemical conversion technology ECOBOND® can meet these RCRA TCLP criteria.

3.1 Other Materials

All materials and equipment provided by the CONTRACTOR shall be suitable for intended use in each case, and shall comply with appropriate standards. Any alternatives to these standards shall be approved by the OWNER prior to use.

PART 4 – EXECUTION

4.1 Performance Schedule and Pre-Construction Meeting

CONTRACTOR shall complete WORK in accordance with the requirements of the CONTRACT DOCUMENTS. The CONTRACTOR and the OWNER shall arrange and attend an initial pre-construction meeting prior to mobilization to the first shooting range site.

4.2 Ingress/Egress to Site

The OWNER will provide ingress and egress to each site. Each shooting range must be capable of allowing tractor with end-dump trailers to ingress and egress from the site.

4.3 Site Mobilization

Mobilization shall include, but not be limited to, moving onto the sites all equipment, furnishing and erecting screening equipment, and other construction facilities, providing on-site sanitary facilities (if needed), constructing CONTRACTOR staging area.

4.4 Vegetation

Vegetation is present in many of the areas marked for excavation and consists of grasses and low-lying brush. The CONTRACTOR shall be responsible for the separation and removal of this organic material during the maintenance process.

4.5 Excavation

The CONTRACTOR will layout the area that requires excavation. The depth of excavation is planned at two- to three-feet into the main soil impact areas. The aprons in front of the berm, any side berms and any areas identified on the backside of a berm are planned to have one-foot of soil excavated and screened.

After reaching these initial depths, the CONTRACTOR will visually inspect to determine if the bullets and bullet fragments have been removed and will obtain composite confirmatory samples to be analyzed to confirm remaining soil is below clean threshold of 1,000 mg/kg for Pb. Should bullet fragments be observed or should sample results be obtained greater than 1,000 mg/kg for Pb, the CONTRACTOR will excavate at an additional six to eight inches intervals until successful results are achieved.

4.6 Screening

The CONTRACTOR will set-up a screen in front of the main impact berms to remove the lead bullet and bullet fragments from the soil. The screen composed of a series of screens down to approximately ¼-inch will be used to remove the lead bullet and bullet fragments.
During the screening process, staging piles will be used to temporarily store the materials excavated at the site. The source of each 100-500 CY staging pile shall be identified in the field.
The establishment and identification of the exclusion/work zone areas shall keep non-project personnel out of the respective work areas and minimize the potential for transport of contamination from affected areas to unaffected areas. The work zone shall be clearly identified and marked with flagging or temporary fencing and labeled.
The initial set up and final designation of each of the soil processing areas shall ultimately be dependent on the staging of the CONTRACTOR'S equipment and the most prudent handling of the affected soil.

4.7 Treatment and Post-Treatment Analytical Testing

4.7.1 Treatment Procedure

4.7.1.1 ECOBOND® Application

CONTRACTOR will apply the chemical conversion treatment ECOBOND® technology to the soils following screening. The ECOBOND® material is a dry granular product. It will be applied to the stockpiled soils and mixed in the stockpile. CONTRACTOR will make a determination of the proper amount of ECOBOND® to add and will ensure adequate mixing is performed.

4.7.1.2 ECOBOND® and Soil Mixing

Once the ECOBOND® has been applied to the soil at the appropriate add rate, CONTRACTOR will mix the ECOBOND® into the soil by using various pieces of equipment. The choices of equipment may include:

- Hydraulic excavator
- Front-end loader
- Backhoe

Upon achieving a sufficient mix, CONTRACTOR may add water (via a water truck or equivalent) to minimize dust, as required. The soil will then be allowed to cure for a minimum of 12 hours.

4.7.1.3 Post-Treatment Sampling and Laboratory Analysis

Upon completion of treatment of each 100-500 CY batch, each 100-500 CY batch will be divided into four quarters. An individual sample will be collected from the center of each quarter and combined into a single sample. Samples will be taken with a decontaminated stainless steel hand auger or equivalent at the approximate mid-depth and placed in a pre-cleaned sample container and labeled. The sample containers will be transported to the state of Pennsylvania approved analytical laboratory following the sample handling and chain of custody procedures described in the USEPA SW-846 sampling procedures for field activities. Analysis will include EPA SW-846 Method No. 3005A/6010B Pb totals (mg/kg) and EPA SW-846 Method No. 1311/6010B TCLP Pb (mg/l). The certified laboratory reports will be provided in the final site report for each range.

4.7.1.4 Re-Treatment (if necessary)

Should any post-treatment confirmation laboratory analysis show that the treated soil is above 5.0 mg/l for Pb, the CONTRACTOR will re-treat the soils, as required, at no additional cost to the OWNER.

4.8 Optional Work: Re-Install Treated Soil onto Berms

The CONTRACTOR will replace the ECOBOND® treated soil that was removed from the impact berms and apron. The CONTRACTOR will reshape the berm in the same configuration as the original berms.

4.9 Demobilization

On completion of the WORK, CONTRACTOR shall promptly remove from the site unused materials, construction equipment and facilities used during the performance of the WORK. The CONTRACTOR will perform general site clean up, but no reseeding or other upgrades have been incorporated into this proposal.

4.10 Site Report

CONTRACTOR shall provide a final report for each site. The report will summarize the maintenance activities performed including amount of soils excavated, screened and/or treated, laboratory test data and other specific tasks completed.

4.10.1 Environmental Stewardship Plan

In addition to the final Site Report, the CONTRACTOR will include a site specific Environmental Stewardship Plan (ESP). Each individual ESP will be specific to the environmental conditions that exist at the particular range and the activities conducted there. The purpose of the site-specific ESPs is to:

- Document the present environmental setting.
- Identify issues of potential environmental concern that may exist.
- Identify, evaluate, and prioritize appropriate actions to manage these issues.
- Identify short- and long-term action items and the steps needed for implementation, including determining the schedule for reclaiming and stabilizing lead in the future.
- Develop and implementation schedule.
- Identify ways to measure and document results of management actions.
- Provide for periodic evaluation of progress toward environmental stewardship goals and appropriate revisions of plans

The site-specific ESPs for individual ranges will provide a plan for achieving the following goals:

- Limit distribution of lead shot to range property.
- Avoid shooting over and into water and wetlands.
- Periodically reclaim and recycle lead.
- Prevent shooting-associated metals and other constituents from migrating off range property through surface water and groundwater.
- Discourage ingestion of lead shot by birds and wildlife.

PART 5 – MEASUREMENT AND PAYMENT

5.1 Payment for Various Items of Payment Schedule

Compensation is to be received by the CONTRACTOR for furnishing all tools, equipment, supplies and manufactured articles, and for all labor, operations, subcontractors and incidentals appurtenant to the items

of WORK being described, as necessary to complete the various items of the WORK all in accordance with the requirements of the CONTRACT DOCUMENTS, including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including safety and health requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment shall be made for any item that is not specifically set forth in the Payment Schedule, and all costs therefore shall be included in the prices named in the Payment Schedule.

5.2 Upfront Program Documentation (Work Plans, Health and Safety Plans, Overall ESP)

CONTRACTOR will prepare and supply for review and approval the following documents:

- [ ] Work Plan
- [ ] Health and Safety Plan
- [ ] Overall Environmental Stewardship Plan (ESP)

CONTRACTOR will be paid upon OWNER acceptance of all of these documents.

5.3 Mobilization/Demobilization to/from Site

Mobilization/demobilization to/from site includes acquisition of all insurance, equipment setup, site preparation including construction of staging areas and clean up of site upon project completion. Payment will be made at the contract lump sum price for the item.

5.4 Vegetation, Excavation and Screening

Measurement for payment for the vegetation handling, excavation of soils, transport to the processing area, screening and stockpiling in the staging zone for future handling shall be based upon the number of cubic yards (CY) of soil actually excavated based on field measurement techniques mutually agreed upon prior to the execution of work.
Payment will be made at the Contract Unit Price per cubic yard for the item, which price shall be full compensation for all material, tools, equipment, labor and work necessary to accomplish the excavation, screening and stockpiling of the screened soil.

5.4.1 Confirmation sampling of site beneath excavated areas.

Measurement for payment will be made for all testing done and will be based on certified laboratory reports submitted by the CONTRACTOR.
Payment for soil testing will be made at the Contract Unit Price per test for the item, which price shall be full compensation for all material, tools, equipment, labor and work necessary to collect the sample, transport to the laboratory, conduct the analysis and report the results.

5.5 Treatment and Post-Treatment Analytical Testing

Measurement for payment for the chemical treatment of the soil shall be based upon the cubic yards of soil actually treated, as determined by the field measurement of the approximate 100 to 500 cubic yard piles.
Payment for chemical treatment will be made at the Contract Unit Price for the item, which price shall be full compensation for all material, tools, equipment, labor, chemicals, water, and work necessary to treat (and retreat, as necessary) the soils to render them non-hazardous (less than 5.0 mg/l).

5.5.1 Analytical Testing

Measurement for payment will be made for all testing done and will be based on certified laboratory reports submitted by the CONTRACTOR.
Payment for soil testing will be made at the Contract Unit Price per test for the item, which price shall be full compensation for all material, tools, equipment, labor and work necessary to collect the sample, transport to the laboratory, and conduct the analysis and report results.

5.6 Site Report

Measure for payment will be made when a summary report of each shooting range activities has been submitted by the CONTRACTOR to the OWNER within 30 days of each shooting range completion. The report shall include the necessary documentation that the site has been maintained up to the specified performance criteria.

3. Describe the unique features/compatibility of the services that precludes competitive procurement.

The proprietary ownership and patent of the chemical and process for removing or binding and stabilizing lead at the molecular level

4. What research has been done to verify the contractor as the only known source?

Extensive contacts with other organizations such as the National Rifle Association and the National Shooting Sports Foundation along with industry leaders and EPA consultants regarding lead reclamation and recovery and remediation of shooting range sites

5. Does the contractor have any distributors, dealers, resellers, etc., that can perform the services?

Yes. Please attach a list of known sources.
No. ☒

6. Must this service be in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.

No.

7. What are the future consequences of the procurement? That is, once this procurement is approved and processed, what additional upgrades, additions, supplies, services, etc., are anticipated/projected over the useful life of this item?

We anticipate no environmental issues relative to lead management at our shooting ranges. Additional decisions will be made to enhance or close ranges based upon our agency analysis of shooting ranges at a later date

8. If this is an upgrade, addition, alteration, etc., to an existing service how was the original item procured (sole source or competitive)? What additional, related, sole source procurements have occurred since the initial procurement? Please identify the previous purchase order or contract number(s).

This is not an upgrade to an existing service.

9. How has this service been procured in the past? (Competitive sealed bidding, competitive sealed proposals, sole source, ***ITQ***, other). Please provide document numbers.

We have never done this activity in the past.

If procured through the Office of Administration ITQ for Information Technology Services, complete the following:

Original amount of Order. _____
Contract period for Order. _____
Is this the final phase for this project? (Yes or No) _____
If no, explain what additional time and dollar amount may be required.

10. What are the consequences of not procuring this specific service?

The agency is open to environmental contamination lawsuits and liability from lead contamination.

11. If timing is a factor, who established the time frame and why?

Timing is a factor due to the availability of Growing Greener funding provided by the Commonwealth.

12. List any other information relevant to the acquisition of this service (attach additional 8-1/2" x 11 sheets, if necessary).

The provision of this service by the selected contractor is very cost economical and will allow the agency to reclaim most if not all our ranges.

13. For sole source requests in excess of $100,000 include the contractor-signed cost or pricing data certification with this form when this form is submitted to the approving authority.

4.1 Unit Price Table

Price Schedule
(estimated 31 areas for 10,000 cubic yards)

Pay Item	Description	Unit of Measure	# of Units	Unit Price	Total Price
1.0	Program Document Preparation (Work Plans, HASP, Overall ESP)	Single Lump Sum	1	[redacted]	
2.0	Site Area Mobilization/Demobilization	Lump Sum per Area	31	[redacted]	
3.0	Excavation and Screening	Unit (Cubic Yard)	10,000	[redacted]	
3.1	Confirmatory Berm Sampling & Analysis (Total Pb)	Unit (Sample)	300	[redacted]	
4.0	ECOBOND® Treatment	Unit (Cubic Yard)	10,000	[redacted]	
4.1	Post-Treatment Sampling & Analysis [redacted] Totals [redacted] Leachable	Unit (Sample) Unit (Sample)	100 100	[redacted]	
5.0	Site Report and ESP	Lump Sum per Area	31	[redacted]	
6.0 6.1	Optional Work Re-Install Treated Soils	Unit (Cubic Yard)	TBD	[redacted]	
				TOTAL	[redacted]

4.2 Project Assumptions

[redacted] Site access and equipment lay down areas are readily available.

[redacted] No seeding, landscaping or replacement of soil will be required.

[redacted] Site access allows for semi-trucks and heavy equipment pieces.

4.3 Price Unit Measurements

4.3.1 Upfront Program Documentation

MT2 will prepare and supply for review and approval the following documents:

[redacted] Work Plan

□□ Health and Safety Plan

□□ Overall Environmental Stewardship Plan (ESP)

MT2 will be paid upon the Pennsylvania Game Commission's acceptance of all of these documents.

4.3.2 Mobilization/Demobilization to/from Site

Mobilization/demobilization to/from site includes acquisition of all insurance, equipment setup, site preparation including construction of staging areas and clean up of site upon project completion. Payment will be made at the contract lump sum price for the item.

4.3.3 Vegetation, Excavation and Screening

Measurement for payment for the vegetation handling, excavation of soils, transport to the processing area, screening and stockpiling in the staging zone for future handling shall be based upon the number of cubic yards (CY) of soil actually excavated based on field measurement techniques mutually agreed upon prior to the execution of work.
Payment will be made at the Contract Unit Price per cubic yard for the item, which price shall be full compensation for all material, tools, equipment, labor and work necessary to accomplish the excavation, screening and stockpiling of the screened soil.

4.3.3.1 Confirmation sampling of site beneath excavated areas.

Measurement for payment will be made for all testing done and will be based on certified laboratory reports submitted by MT2.
Payment for soil testing will be made at the Contract Unit Price per test for the item, which price shall be full compensation for all material, tools, equipment, labor and work necessary to collect the sample, transport to the laboratory, conduct the analysis and report the results.

4.3.4 Treatment and Post-Treatment Analytical Testing

Measurement for payment for the chemical treatment of the soil shall be based upon the cubic yards of soil actually treated, as determined by the field measurement of the approximate 100 to 500 cubic yard piles.
Payment for chemical treatment will be made at the Contract Unit Price for the item, which price shall be full compensation for all material, tools, equipment, labor, chemicals, water, and work necessary to treat (and retreat, as necessary) the soils to render them non-hazardous (less than 5.0 mg/l).

4.3.4.1 Analytical Testing

Measurement for payment will be made for all testing done and will be based on certified laboratory reports submitted by MT2. Payment for soil testing will be made at the Contract Unit Price per test for the item, which price shall be full compensation for all material, tools, equipment, labor and work necessary to collect the sample, transport to the laboratory, and conduct the analysis and report results.
Measure for payment will be made when a summary report of each shooting range activities has been submitted by MT2 to the Pennsylvania Game Commission within 30 days of each shooting range completion. The report shall include the necessary documentation that the site has been maintained up to the specified performance criteria.

Signature of person completing form:

Gary R. Camus Title: Chief, Division of Federal Aid and Public Access
(Print Name of person completing form)
Same as above

Date:05/26/2006 Phone No.: (717)787-6400 Fax No.: (717)787-6957

Signature of Approving Authority:

Carl G. Roe Date: 05/26/2006
(Print Name of Agency Head or Deputy who has reviewed and approved this request)

Proposal

Firing Range Lead Maintenance

Prepared for:

Fulton County Multi Agency Range
141 Pryor Street SW
Atlanta, GA 30303
Andrew Yamayans, Lieutenant
victor.yamayamas@fultoncountyga.gov

Prepared by:

Metals Treatment Technologies, LLC
14045 W 66th Avenue
Arvada, CO 80004
www.mt2.com
888-435-6645

June 11, 2024

Statement of Confidentiality: Metals Treatment Technologies, LLC (MT2) has prepared this document for discussion purposes only. It is provided on a confidential basis. This document is the sole property of MT2 and must be returned upon demand. By accepting this document, the recipient agrees to keep confidential the information and concepts contained herein or made in connection with any further investigation of the Company. In addition, the recipient agrees not to reproduce this document in whole or in part without the prior written consent of MT2.

Table of Contents

1.0 FIRING RANGE LEAD MAINTENANCE....1
1.1 PROJECT DESCRIPTION....1
2.0 TECHNICAL APPROACH....2
3.0 PRICING....4
3.1 PROJECT APPROACH CLARIFICATIONS AND ASSUMPTIONS....4
3.2 CLIENT RESPONSIBILITIES:....5
3.3 PROJECT SCHEDULE....5
4.0 MT2 OVERVIEW....6
4.1 MT2 EXPERIENCE....7
5.0 OVERVIEW OF ECOBOND® TECHNOLOGIES....8

1.0 FIRING RANGE LEAD MAINTENANCE

Metals Treatment Technologies, LLC (MT2) proposes to provide firing range lead maintenance services at the Fulton County Multi Agency Range (Customer) firing range located at 5301 Aldredge Road Southwest, Atlanta, GA 30331. All work will be performed in accordance with applicable Federal, State, and local safety and environmental regulations including US Department of Labor regulations as well as achieving compliance with OSHA, US EPA, State, and NRA and NSSF recommended firing range environmental Best Management Practices (BMPs).

1.1 PROJECT DESCRIPTION

Based on the reported range usage, and typical usage at similar ranges, it is reasonable to expect 5-10 tons of lead may be recovered and recycled from the backstop berms and apron areas. MT2 has estimated soil quantities for processing pending final specifications. MT2 will excavate and process soil from the backstop berms until lead reclamation becomes economically infeasible and/or 80-90% of lead bullets and bullet fragments (measured as weight percent) are removed.

Estimated Project Quantities

Range/Berm	Berm Width (linear ft)	Berm Face Height (ft)	Est. Cut Depth (avg. ft bgs)	Est. Soil Volume (CY)
Berm	135	24	2	240

Site Map



2.0 TECHNICAL APPROACH

		
Berm Excavation	Lead Removal & Recycling	Berm Reconstruction

THE MT2 LEAD RECLAMATION PROCESS

- **RANGE PROJECT SETUP BY TRAINED & CERTIFIED CREW:** Work crew mobilizes and sets up our specialty equipment, sets up lead dust containment and ventilation; walks range with owner to conduct pre-work planning.
- **WORK PROCESS:** Reclaim lead, restore traps/berms and clean range. ALL work follows written Health and Safety and Work Plans. We are OSHA/EPA Experts with no violations, and we take no shortcuts.
- **JOB COMPLETION:** Finish site work, clean up, containerize, weigh & arrange for transportation of lead drums for recycling and LEGALLY dispose of your lead waste. Optional onsite lead waste treatment with ECOBOND® to ensure you NEVER Generate Hazardous Waste. GUARANTEED! Provide range with detailed log on amount of lead reclaimed and waste.
- **FINAL REPORT** (typically 1-2 weeks later): Prepare final report & important records for range to keep, including: waste manifests, lead reclamation certificates, and other important details to support final project completion to protect you & your range if EPA asks for documentation!
- **LEAD PROCEEDS:** Supply lead reclamation proceeds check to owner, or offset range service costs as per previously approved contract, ensuring no surprises! Or use lead proceeds in the MT2 Firing Range Lead Credit Store with a 16,000+ catalog of premium products from filters to firearms and more! **Receive your lead proceeds within 10 days!**

MT2 will minimize the impact on range operations: *By implementing our proven methods of containment and staged remedial activities, your project will be effortlessly scheduled and successfully completed with minimal down-time for your range.*

BASELINE SERVICES: MT2's technical approach for firing range lead maintenance includes:

- **Project Setup:**
  - Prepare the following project plans, as needed: Work Plan, Health & Safety Plan
  - Install erosion control and storm water protection measures such as silt fence, waddles and hay bales to protect work areas, drainages and the environment; as needed
  - Complete a site walk-over with Customer representative to identify excavation/processing areas
  - Establish temporary access, site access control, traffic control, and placing appropriate signage

  - Set up of processing area and equipment
- **Berm Excavation**: Excavate soil from the operating backstop berms and apron area or shot fall zone
  - Excavate estimated depth of 1.0-2.0 feet of soil from the backstop berms or deeper if concentrations of bullets appear economically feasible to recover at deeper depths
- **Lead Reclamation**: Separate lead bullets/bullet/shot fragments from the excavated soils
  - Separate sand material from bullet and bullet fragments using the EPA-required two-step process
    - MT2's Separation System is comprised of a multi-tiered screen plant to provide gross separation of sand material from bullets and bullet fragments based on size, and MT2's proprietary finishing system to finish the separation based on density
  - Remove 90% (weight percent) lead bullets and bullet fragments greater than ¼" as measured in samples collect before and after screening
- **Lead Recycling**: Recycle recovered lead providing Customer a split of the net value of recycled lead as indicated in Section 3.0 Pricing
  - Containerize and securely store recovered lead for shipment, coordinate and ship the clean recovered lead to a licensed lead recycler, providing Customer with necessary documentation to show appropriate recycling
  - MT2 is committed to getting you the absolute highest value for your range lead
- **Berm Reconstruction**: Re-install processed soils back onto the firing range berms
  - Return screened fines to berm of origin
  - Replace oversize materials to range at a mutually agreed upon location
  - Place additional ☐ Customer-provided ☐ MT2 provided clay/soil mixture or ballistic sand <¼" to backstop berms
  - Perform general site cleanup
- **Demobilization & Final Report:** MT2 will develop a range maintenance report to provide the Customer with proper record keeping as recommended by the US EPA, NRA, and NSSF

OPTIONAL SERVICES: If requested, MT2 can provide the following optional services; Section 3.0 provides pricing:

- **Lead-Impacted Soil Treatment as per EPA Best Management Practices (BMP'S):** MT2 will reduce the leachability of lead (Pb) in soils by applying ECOBOND® (up to approximately 1%) and thoroughly mix with soils within each 250-500 CY of soil using in-situ or staging pile treatment methods.

- **Berm Improvement:** Installation and placement of additional clay/soil mixture or ballistic sand <¼" to backstop berm to supplement processed materials to augment existing berm materials and improve range safety and meet NRA, NSSF, and US EPA BMPs.

- **Environmental Stewardship Planning to NSSF, NRA, and EPA Guidance Standards:** Complete an environmental review of the range and prepare a range-specific Environmental Stewardship Plan (ESP) to summarize range conditions and provide BMP recommendations pertaining to range maintenance and operations; this plan will assist the Customer in ensuring compliance with US EPA regulations, as well as shooting range BMPs over the life cycle of the range.

3.0 PRICING

MT2 has developed the following pricing for lead maintenance services.

	Baseline Firing Range Lead Maintenance Task	QTY	Unit	Price
1	**Upfront Payment:** Plans, Mobilization, Site Setup and Preparation	1	Lump Sum	$4,400
2	**Lead Maintenance:** Excavation, Lead Recovery, Lead Recycling, Replacement of Screened Soil to Berms, and Berm Reconstruction	Up to 264 CY	Lump Sum	$28,000
3	**Final Payment:** General site clean-up, Demobilization, and Final Report	-	-	Included
				$32,400
	Estimated Lead Recycling Value			
4	**Estimated Client Net Lead Recycling Value**	5-10 tons	$0.70 Per lbs.	($2,375 - $5,475) [1/]
	Optional Services [2/]			
5	**Optional: ECOBOND® Soil Amendment of Soils Returned to Active Range(s)** – Utilize MT2's ECOBOND® to reduce the leachability as per USEPA BMP's (up to 1% ECOBOND®) – Pricing Assumes application of up to 1% ECOBOND® at a soil density of up to 1.5 TN/CY	Up to 264 CY	Lump Sum	$15,000
6	**Optional: Berm improvement**: placement of additional 45 CY – customer provided clay/soil mixture or ballistic sand <¼" to backstop berm	Up to 45 CY	Lump Sum	$ 10,500
7	**Optional:** Environmental Stewardship Plan	1	Lump Sum	$7,500

1/ MT2 owns the recovered lead; **MT2 will provide the Client 50% split of the net value of recycled lead.** Net value is determined as the recycled value of the material less the same percent of the cost of containers, pallets, handling equipment, transport, and applicable taxes, to be used to offset project costs. MT2 does not guarantee the value or quantity of recovered lead. The actual value of recycled lead will be determined at the time of recycling. The Estimated Lead Recycling Credit is based on a reasonable estimate of the amount of recoverable lead and current lead recycle value per pound

2/ Pricing for optional tasks is valid if performed at the time of lead maintenance tasks, no field investigations are included with the ESP preparation

3.1 PROJECT APPROACH CLARIFICATIONS AND ASSUMPTIONS

(applicable if marked ☒)

☒ Pricing based on standard workdays (0700-1700 M-F).

☒ Stormwater Pollution Prevention Plan (SWPPP) ☐ is ☒ is not required.

☒ Plans and permitting. MT2 is responsible for, and pricing only includes Work Plan & HASP

☒ Customer will provide MT2 access to nearby water source (e.g. hydrant) and pay for water and associated items such as permit/meter/hose as needed. MT2 will utilize a water truck or trailer to provide dust suppression sprinkling as needed during excavation and separation operations.

☒ Pricing does not include management of live ammunition, only spent rounds. If live ammunition is discovered, it will be left onsite for Customer to manage.

☐ If applicable MT2 will use appropriately sized and/or rubber tire equipment and use caution to work around existing range appurtenances with limited access (e.g. backstop berm soils imposed by range knee walls, target systems, overhead baffles, and sidewalls). MT2 will not be responsible for damage to the range, range equipment, or appurtenances should damage occur during processing.

☒ Measurement of quantities will be based field measurement each day; signed-off daily by MT2 and Customer; and recorded in daily project log

☒ MT2 will perform dry decontamination of equipment before demobilization.

☒ MT2 pricing includes: ☐ Prevailing Wage Rates ☐ Bonding ☐ Retainage ☐ Liquidated Damages

☒ Pricing is based on fuel charges not exceeding $6/gal on diesel and $5/gal on gasoline based on the U.S. Energy Information Administration (USEIA) conglomerated "U.S" price (https://www.eia.gov/petroleum/gasdiesel/listed). If the USEIA price of fuel is higher than these rates at time of service, MT2 reserves the right to negotiate a fuel surcharge

☒ MT2 pricing is subject to MT2 review and approval of final contract terms and conditions.

☒ MT2 pricing valid for 90 days.

☒ This Agreement is valid for one (1) year from the date the Agreement is last signed by both Parties. This Agreement may be extended upon mutual agreement by Contractor and Customer to allow for optional continued services for up to three (3) years. Should the Customer no longer need this service or not have appropriated funds, this Agreement can be terminated.

☒ MT2 shall not be responsible for nor have any liability for any damages, injuries or hazards derived from the shooting range operations or from the act of shooting at the shooting range to include but not be limited to bullet or fragment ricochets, or for bullets or shot leaving range containment.

3.2 CLIENT RESPONSIBILITIES:

☒ Obtain necessary approvals/permits

☒ Ensure MT2 safe access to the range site

☒ Complete utility locates and identify any potentially impacted utilities, drainage systems, etc.

☒ Remove range equipment, vegetation and materials such as timbers, scrap piles, material piles, fencing, concrete slabs, asphalt, and large debris from the lead-impacted soils area

☒ Protect or remove knee walls; Remove target stands/systems, if applicable

☒ Customer to provide Upfront Payment prior to MT2 mobilization, if required above, prior to MT2 mobilization. Progress Payment(s) and Final Payment due Net 30 days upon receipt of MT2 invoice. If Customer payment is late, Customer agrees to pay an additional 1.5% per month on the account and all collection fees for any past due amount owed to MT2. MT2 Final Invoice will be submitted to the Customer along with the Range Maintenance Report and Lead Recycling Certificates.

☒ Replace knee walls, target stands/systems

☒ Re-seed or re-vegetation of the site, as applicable

3.3 PROJECT SCHEDULE

Project schedule depends on "dry" conditions prior to and during onsite operations. MT2 will coordinate arrival with the Customer to identify a time when dry conditions exist 1-2 weeks prior to arrival and followed by anticipated dry conditions. MT2 can begin this project as early as **Summer / Fall 2024** weather permitting. **Contract work time shall be extended as necessary to allow for completion due to wet weather impacts.**

4.0 MT2 OVERVIEW

Experience you can trust! ***MT2 is the #1 and largest nationwide professional firing range lead reclamation, maintenance, cleaning & construction contractor.*** We offer a wide range of outdoor firing range services from routine range maintenance, cleaning, lead/brass reclamation, and recycling, to trap reconstruction, soil stabilization, all the way to remediation and closure, to best serve your range needs. ***Our personnel have on average 24 years industry experience –*** this expertise saves time and money for our customers since there will be no learning curve that may be incurred by less experienced firms. MT2 staff maintain applicable certifications (e.g. OSHA HAZWOPER) and licensing.

MT2 is the Nation's #1 and largest nationwide professional firing range services provider

- >23 years' experience
- > 3,000 firing range projects nationwide
- Lead Recovery of > 15,000,000 lbs
- MT2 exclusively guarantees to pay the highest percent of LME lead value– we have credited > $5,600,000 to range owners from lead recycling
- Maintenance, renovation, construction, Design/Build, improvements, soil treatment, and closure
- Successful ECOBOND® treatment of > 10,000,000 tons of lead impacted soils/waste

- ✓ **MT2 is the #1 Largest Nationwide Professional Firing Range Lead Reclamation, Maintenance, Cleaning & Construction Contractor Specializing In**:
  - **Lead**: Treatment, Screening & Reclamation to MAXIMIZE Your Lead Value
  - **Environmental**: EPA & OSHA Consulting, Remediation, Soil/Waste Treatment, and Closure
  - **Maintenance**: Soil and Rubber Berms, Traps, Lead Remediation, and Range Improvements
  - **Construction**: Renovation, Design/Build, Improvements, Dismantling/Demolition
- ✓ **MT2 is the Only Nationwide Firing Range Services Provider:** MT2 operates from our network of regional offices and offers full 50 state coverage with OSHA & EPA-certified work teams to provide fast, professional service to fulfill your project needs and schedule. ***MT2 has completed over 3,000 firing range projects nationwide***
- ✓ **Lead Removal & Recycling – MT2 exclusively guarantees the highest value for your range lead:** MT2 has performed lead reclamation in all 50 states nationwide to remove and recycle over 15,000,000 lbs. of lead. ***To maximize lead recovery***, MT2 uses our proprietary lead separation systems to separate lead from soils based on size, and "finish" the process by separating lead from like-size materials based on density. ***MT2 guarantees to pay the highest percent of LME lead value– we have credited > $5,600,000 to range owners from lead recycling.***
- ✓ **Lead Recycling Credit Options:** ***MT2 guarantees to pay the highest percent of LME lead value. MT2 is committed to getting you the absolute highest value for your range lead so we offer the opportunity to LOCK IN the lead credit value at: 1) The time of contracting or 2) When we arrive onsite and package the lead - You are in control!*** When you use our National Service Team to generate maximum lead recycling credit, the Range receives $$ in a check, or as credit at the nation's leading Firing Range Supply Store with preferred pricing. MT2 has developed a strategic alliance with a national distributor of firearms, ammunition and shooting accessories with a 16,000+ catalog of premium firearms & accessories, they have served retail gun shops, major sporting goods stores, gun clubs, shooting ranges and government agencies since 1984; and are a supplier of nearly 100 of the world's premier shooting industry manufacturers. ***You are not limited to using your lead credit for only bullets or targets and we have negotiated highly preferred pricing for you from filters to firearms.***
- ✓ **Exclusive Lead-Contaminated Soil and Waste Treatment**: ***MT2 utilizes our exclusive patented and proprietary ECOBOND® technology to treat lead-impacted soils/waste during lead maintenance projects***

to save an average of 50% on waste disposal or to mitigate potential physical, occupational, and environmental hazards associated with high concentrations of lead in range soils; as well as achieve compliance with OSHA, US EPA, State, and NRA and NSSF recommended firing range environmental Best Management Practices (BMPs). ***ECOBOND® is regularly approved and even specified for use by US EPA and state regulatory agencies.***

- ✓ **MT2's Liability Defender Compliance & Performance Promise:** Your choice of a lead reclamation contractor could expose your range to US EPA hazardous waste fines up to $50,000 per day (penalties double for subsequent violations) and potential criminal charges. ***A range owner ALWAYS retains responsibility for ALL lead waste and materials derived from their range even if it is their chosen contractor that improperly handles, transports, or disposes of the lead waste.***
    - When you hire MT2, you can rely on and trust our extensive prior track record as the industry leader. In addition, **we are the only lead reclamation company to guarantee performance** with a $10,000,000 environmental and lead pollution insurance liability coverage package that protects range owners and managers from claims or occurrences of lead hazard violations, penalties, and cleanup expenses.
- ✓ **Environmental Stewardship Planning:** MT2 has extensive experience assisting range owners understand and meet recommended firing range Best Management Practices including the ***development of 100's of site-specific Environmental Stewardship Plans to NSSF, NRA, and EPA guidance standards.***
- ✓ **Firing Range Design and Construction**: With over 20 years' experience, MT2 is a fully integrated professional and technical services firm positioned to design and build projects nationwide for public and private sector clients. MT2 was recently recognized as an Inc. 5,000 fastest growing company and is the ***ONLY contractor who is the premier all-in-one solution for firing range assessment, and lead maintenance and reclamation who also provides the fully integrated combination of design and build construction services***. With our knowledge of federal, state, and local compliance orders, as well as technical and US EPA RCRA requirements, we can manage, monitor, and inspect progress to ensure services are preformed to necessary standards.

4.1 MT2 EXPERIENCE

MT2 brings extensive experience in firing range lead removal, contaminated soil stabilization, environmental remediation, permitting, and project management for a broad range of government, commercial, industrial, municipal and engineering clients. Our key project personnel have an average of 24 years of relevant experience. With a staff of engineers, chemists, scientists, technicians, equipment operators, supervisors, project managers and management specialists, MT2 delivers quality work completed safely, on time and within budget. MT2 personnel routinely deliver turnkey deployment, including baseline sampling and characterization, treatment optimization, field operations and management and final report preparation.

5.0 OVERVIEW OF ECOBOND® TECHNOLOGIES

MT2 maintains a broad portfolio of patented and proprietary chemical metals stabilization processes; known as ECOBOND® that provide virtually permanent stabilization of all heavy metals. The MT2 processes are previously approved by the US EPA and are non-hazardous. The resulting treated soils contain extremely stable metal compounds that virtually eliminate the leaching of metals to the environment. The strength and effectiveness of the stabilization has been verified using the EPA's TCLP test parameters and Multiple Extraction Procedure (MEP) tests.

MT2 ECOBOND® ADVANTAGE

- **Lower Cost**: Typically 30%-50% lower cost
- **Reduction of Environmental Liability**: Significantly reduces potential of long-term liabilities
- **Proven Technology**: Technology previously approved by EPA and state regulators with guaranteed, field validated reliability
- **Best Available Technology**: Virtually permanent chemical process, strength and durability to 1,000 years verified by EPA approved testing

Advantages of ECOBOND® chemical stabilization also include its robust capability and ease of application. The technology can be applied in a wet or dry form and can be used to stabilize metals in- situ or ex-situ. These varied applications make it ideal for use at a wide range of metals contaminated sites. At some sites the technology can be surface applied and mixed into soil in its dry form. At other sites the technology can be sprayed in its wet form onto the contaminated material in a topical fashion. In addition to the technical and application advantages, the cost of utilizing chemical stabilization to treat heavy metals contamination is attractive. By being able to treat metals contamination to EPA RCRA or Universal Treatment Standards (UTS), stabilized waste can often be left on-site rather than transported offsite to a hazardous landfill. The disposal cost savings for stabilized metals can often be measured in the hundreds of dollars per ton.

Table 1 MT2 Metals Treatment Results (TCLP)

		Pre-Treatment TCLP	Post-Treatment TCLP	Regulatory Standards	
Waste Stream	Metals	(ppm)	(ppm)	RCRA (ppm)	UTS (ppm)
Mill Tailing	As	2,200.0	1.030	5.0	5.000
Sludge	Cd	160.0	0.100	1.0	0.110
Mill Tailing	Cr	14.0	<0.050	5.0	0.650
Industrial Site	Ba	249.0	0.030	100.0	210.0
Industrial Site	Pb	980.0	0.250	5.0	0.750
Firing Range	Pb	977.0	0.180	5.0	0.750
Mine Tailing	Zn	108.0	2.000	NA	4.300
Mill Tailing	Se	190.0	0.890	1.0	5.700
Chemical Waste	Hg	500.0	0.070	0.2	0.025

TCLP = Toxicity Characteristic Leaching Procedure

INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM JD

DATE: October 7, 2024

SUBJECT: Contractor's Performance Report – Metals Treatment Technologies, LLC – 24SSREQ1325561C-JH

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: Firing Range Lead Maintenance Services

PROJECT NO.: 24SSREQ1325561C-JH

CONTRACTOR: Metals Treatment Technologies, LLC (MT2)
14045 W 66th Avenue
Arvada, CO 80004

POC: James M. Barthel, President and CEO

PHONE: (303) 456-6977

EMAIL:

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

JD/TD/SB/kf

C: Tim Dimond, DREAM Deputy Director
Sam Bakare, DREAM Building Services Manager
Harry Jordan, Contract Administrator, DREAM

FULTON COUNTY

JUSTIFICATION AND APPROVAL FOR ALLOWING AWARD OF CONTRACT WITHOUT COMPETITION

REQUEST INFORMATION

(The information below must be completed by the User Department and then submitted to the Department of Purchasing & Contract Compliance for advertisement)

Request Number & Title: 24SSREQ1325561C-JH Fulton County Police Department (FCPD) Back Range

Department: Real Estate and Asset Management

Request Submitted By: Khandi Flowers

Title: Contract Administrator

Request Details: Award without competition may be awarded without competition when the County Manager and the Chief Purchasing Agent determine, in writing, upon recommendation of the User Department and after Purchasing conducts a good faith review of available resources, that there is only one source for the required work, labor, or service to be done on the supplies, materials, or equipment to be furnished. The Award without Competition request should include the following information:

Supplier/Source Company Name: Metals Treatment Technologies, LLC

Supplier/Source Contact Information: Ty Hendrickson

Description of Supplies/Services: To provide firing range lead maintenance services at the Fulton County Multi Agency Range (Customer) firing range located at 5301 Aldredge Road Southwest, Atlanta, GA 30331. All work will be performed in accordance with applicable Federal, State, and local safety and environmental regulations including US Department of Labor regulations as well as achieving compliance with OSHA, US EPA, State, and NRA and NSSF recommended firing range environmental Best Management Practices (BMPs).

Demonstration of Contractor's Unique Qualifications:
Provide an explanation as to why it is necessary to contract in a non-competitive manner.

1. Provide a detailed description of what will be provided.

   Provide firing range lead maintenance services at the Fulton County Multi Agency Range (Customer) firing range located at 5301 Aldredge Road Southwest, Atlanta, GA 30331.

Metals Treatment Techonologies, LLC (MT2) is a company that specializes in the lead treatment and removal from firearms ranges nationally. To our knowledge, MT2 is the only company that can provide a solution to the departments need to remove and treat soil contaminated with lead fines. Lead fines are a by product of firearms range activity that cannot be separated from soil in an efficient manner with today's machinery. MT2 has patented and proprietary techonology that offers a solution that both complies with US Environmental Protection Agency Best Management Practices for outdoor shooting ranges and provided the department with a cost effective method to remediate the situation at the outdoor range, ECOBOND® metals stabilization reagent.

MT2 is the exclusive provider of ECOBOND® lead and metals stabilization reagent. ECOBOND® is proven to permanently reduce hazards due to leaching of toxic metals in the environment and dramatically reduce disposal costs of metals-contaminated soils and other materials. MT2 has effectively treated over 10,000,000 tons of lead/metals contaminated soils at over 1,300 sites nationwide. At each, lead/metals leachability was dramatically reduced and treated soils were rendered "non-hazardous" per EPA Toxicity Characteristic Leaching Procedure (TCLP) regulatory levels. Additionally, ECOBOND® also meets and exceeds all regulatory requirements for Synthetic Precipitation Leaching Procedure (SPLP) and USEPA Multiple Extraction Procedure (MEP) Method 1320

As a result, MT2 is the only company that can provide this service.

2. Provide a detailed description of proposed service or item(s) along with quantity and price.

   Based on the reported range usage, and typical usage at similar ranges, it is reasonable to expect 5-10 tons of lead may be recovered and recycled from the backstop berms and apron areas. MT2 has estimated soil quantities for processing pending final specifications. MT2 will excavate and process soil from the backstop berms until lead reclamation becomes economically infeasible and/or 80-90% of lead bullets and bullet fragments (measured as weight percent) are removed.

   Lead management services include:

   • RANGE PROJECT SETUP BY TRAINED & CERTIFIED CREW: Work crew mobilizes and sets up our specialty equipment, sets up lead dust containment and ventilation; walks range with owner to conduct pre-work planning.

   • WORK PROCESS: Reclaim lead, restore traps/berms and clean range. ALL work follows written Health and Safety and Work Plans.

   • JOB COMPLETION: Finish site work, clean up, containerize, weigh & arrange for transportation of lead drums for recycling and LEGALLY dispose of your lead waste. Optional onsite lead waste treatment with ECOBOND® to ensure you NEVER Generate Hazardous Waste. GUARANTEED! Provide range with detailed log on amount of lead reclaimed and waste.

   • FINAL REPORT (typically 1-2 weeks later): Prepare final report & important records for range to keep, including: waste manifests, lead reclamation certificates, and other important details to support final project completion to protect you & your range if EPA asks for documentation!

• LEAD PROCEEDS: Supply lead reclamation proceeds check to owner, or offset range service costs as per previously approved contract, ensuring no surprises!

PRICING: MT2 has developed the following pricing for lead maintenance services.

	Baseline Firing Range Lead Maintenance Task	QTY	Unit	Price
1	**Upfront Payment:** Plans, Mobilization, Site Setup and Preparation	1	Lump Sum	$4,400
2	**Lead Maintenance:** Excavation, Lead Recovery, Lead Recycling, Replacement of Screened Soil to Berms, and Berm Reconstruction	Up to 264 CY	Lump Sum	$28,000
3	**Final Payment:** General site clean-up, Demobilization, and Final Report	-	-	Included
				$32,400
	Estimated Lead Recycling Value			
4	**Estimated Client Net Lead Recycling Value**	5-10 tons	$0.70 Per lbs.	($2,375 - $5,475) 1/
	Optional Services 2/			
5	**Optional: ECOBOND® Soil Amendment of Soils Returned to Active Range(s)** – Utilize MT2's ECOBOND® to reduce the leachability as per USEPA BMP's (up to 1% ECOBOND®) – Pricing Assumes application of up to 1% ECOBOND® at a soil density of up to 1.5 TN/CY	Up to 264 CY	Lump Sum	$15,000
6	**Optional: Berm improvement**: placement of additional 45 CY – customer provided clay/soil mixture or ballistic sand <¼" to backstop berm	Up to 45 CY	Lump Sum	$ 10,500
7	**Optional:** Environmental Stewardship Plan	1	Lump Sum	$7,500

1/ MT2 owns the recovered lead; **MT2 will provide the Client 50% split of the net value of recycled lead.** Net value is determined as the recycled value of the material less the same percent of the cost of containers, pallets, handling equipment, transport, and applicable taxes, to be used to offset project costs. MT2 does not guarantee the value or quantity of recovered lead. The actual value of recycled lead will be determined at the time of recycling. The Estimated Lead Recycling Credit is based on a reasonable estimate of the amount of recoverable lead and current lead recycle value per pound

2/ Pricing for optional tasks is valid if performed at the time of lead maintenance tasks, no field investigations are included with the ESP preparation

3. Provide an explanation of why these services or commodities are needed.

   Services needed to support mitigating potential physical, occupational, and environmental hazards associated with high concentrations of lead in the backstop berms at the firing range.

   MT2 has patented and proprietary technology that offers a solution that both complies with US Environmental Protection Agency Best Management Practices for outdoor shooting ranges and provided the department with a cost effective method to remediate the situation at the outdoor range.

4. Provide a detailed description of proposed source's unique capabilities and/or personnel to perform the work and why this is the only source.

   MT2 maintains a broad portfolio of patented and proprietary chemical metals stabilization processes; known as ECOBOND® that provide virtually permanent stabilization of all heavy metals. The MT2 processes are previously approved by the US EPA and are non-hazardous. The resulting treated soils contain extremely stable metal compounds that virtually eliminate the leaching of metals to the environment. The strength and effectiveness of the stabilization has been verified using the EPA's TCLP test parameters and Multiple Extraction Procedure (MEP) tests

MT2 is uniquely qualified to perform this work:

• MT2 operates a fleet of unique proprietary equipment designed to not only recover lead from firing ranges at the highest quality value, but to also maintain a high level of protection to MT2 personnel, our clients, the public, and the surrounding environment during onsite services.

• MT2 maintains a nationwide recycling program that ensures recycled products are properly recycled at MT2-vetted recyclers.

• MT2's patented and proprietary ECOBOND® technologies are specifically intended to provide successful stabilization of soils to meet USEPA Best Management Practices (BMP's) for Outdoor Firing Ranges. Unlike other products available on the market, MT2's ECOBOND® technologies are backed by MT2's Guarantee of successful stabilization, custom-tailored to each range's specific conditions.

MT2's expertise regarding regulatory compliance for permitting and disposal of various types of waste. MT2 manages various types of firing range-related waste disposal services nationwide, working diligently with regulatory agencies, landfills, and other vested parties to understand the nature of the waste and ensure proper disposal and documentation of that disposal is managed from cradle to grave.

• MT2 maintains a licensed in-house laboratory to provide analysis of our clients sites at a custom-tailored level of expertise unparalleled in the firing range industry.

• MT2 offers a unique "turn-key" approach developed from over 20 years of working hand-in-hand with our clients' needs and key partnerships within the industry to offer a variety of services custom tailored to the many needs of a safely operating range. While other contractors may offer to compete with different aspects of a job, only MT2 can offer a one-stop-shop.

• MT2's personnel are uniquely experienced in managing the scope of work being implemented for this project. Applicable, specific project experience includes: Over 20 years' experience of successful dismantlement/removal of bullet traps/berms from both indoor and outdoor environments.

o MT2's proven record of performance has demonstrated our expertise implementing environmental firing range services nationwide including over 400 law enforcement ranges such as NYPD Rodman's Neck, Orange County Sheriff's Department (FL), multiple FBI, DOE, and DOD facilities.

(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 form only one source.

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

Date Public Notice posted on BidNet: ***August 29, 2024***

Date Public Notice closed: ***September 12, 2024***

REVIEW OF OFFER(S)

Were any offers received (Y/N): ***N***

Number of offers received: ***0***

Respondents: ***None***

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

User Department review and recommendation: ***Award as Sole Source***

MARKET SURVEY

Results of Market Survey: *Purchase representative must provide an explanation that must include how the determination was made that the item(s) or service(s) is only available from one source (e.g., market survey was conducted, internet research, patented or proprietary system).*

PURCHASING RECOMMENDATIO

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**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0697 **Meeting Date:** 11/6/2024

Department
Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Lease Agreement between Fulton County, Georgia ("Lessor") and the City of Sandy Springs, Georgia ("Lessee") for the City of Sandy Springs to enhance the maintenance, care, and landscaping of the Reading Garden located at the Sandy Springs Library, located at 395 Mount Vernon Highway, NE, Atlanta, Fulton County, Georgia. Effective upon approval. There is no cost to Fulton County. The term of this Lease Agreement Lease is for a period of twenty (20) years, commencing on the Effective Date, unless sooner terminated or extended.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Pursuant to Fulton County code Section 1-117, the Board of Commissioners has exclusive jurisdiction and control over directing and controlling all the property of the County, as they may deem expedient, according to law.

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.)*
The Department of Real Estate and Asset Management (DREAM) recommends approval of this Lease Agreement. The Sandy Springs site includes a Reading Garden, located on Tax Parcel ID 17-007100010346, which features a walking meditation labyrinth and benches where patrons can enjoy

reading. Under the Lease Agreement, Sandy Springs will have the right to use, maintain and operate the Reading Garden: as a reading garden, a public green space, a public park, library programming, and for programming. The Lease Agreement is for a period of twenty (20) years. However, Fulton County can terminate the Lease Agreement at any time upon ninety (90) days written notice should Fulton County need to utilize the Reading Garden area for expansion of the Sandy Springs Library or for additional parking spaces on the Library site.

Scope of Work: Sandy Springs will provide maintenance, care, and landscaping services on the Reading Garden site. Such services shall include, but are not limited to, mowing; tree trimming; fertilizing of plants; clearing of leaves and branches; repairing and/or replacing benches as needed; maintaining the labyrinth; ensuring the areas are free of any dangers or hazards; and other basic maintenance and repair on an as-needed basis.

Community Impact: The Lease Agreement will aid in the beautification of the area.

Department Recommendation: Approval.

Project Implications: No adverse impact on the County's budget.

Community Issues/Concerns: None.

Department Issues/Concerns: None.

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

Lease Agreement

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

Joe Davis, Director of DREAM

Contract Attached

Yes

Previous Contracts

No

Fiscal Impact / Funding Source

Funding Line 1:

n/a

STATE OF GEORGIA

COUNTY OF FULTON

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), entered into as of the ____ day of _____ 2024 ("Effective Date"), between **Fulton County, Georgia** ("Lessor") and the **City of Sandy Springs, Georgia** ("Lessee") (Lessor and Lessee are each a "Party" and collectively the "Parties").

WITNESSETH

WHEREAS, Lessor currently owns and operates the Sandy Springs Library, located at 395 Mount Vernon Highway, NE, Atlanta, Fulton County, Georgia, said property being depicted on Exhibit A, attached hereto and incorporated herein by reference, and occupying Tax Parcel IDs: 17-007100010296, 17-007100010312, 17-007100010304, 17-007100010320, 17-007100010361, 17-007100010379, and 17-007100010346 (collectively, the "Library Site"); and

WHEREAS, the Library Site includes a Reading Garden ("Reading Garden"), located on Tax Parcel ID 17-007100010346, as identified on Exhibit B, which features a walking meditation labyrinth and benches where patrons can enjoy reading; and

WHEREAS, Lessee desires to assume the responsibility for and enhance the maintenance, care, and landscaping of the Reading Garden, and Lessor desires to allow Lessee to assume such responsibilities; and

WHEREAS, the Parties desire to enter into this Lease pursuant to which Lessee shall lease the Reading Garden on the Library Site (hereinafter, defined as the "Leased Premises") from Lessor in order to perform such responsibilities; and

WHEREAS, the Parties are authorized to enter into this Lease pursuant to their home rule powers found respectively in Art. 9, Section 2, Paragraph 1 of the Georgia Constitution (Home Rule of Counties) and O.C.G.A. §§ 36-35-1 to -8 (The Municipal Home Rule Act of 1965).

NOW, THEREFORE, in consideration of the premises and the mutual promises between the Parties hereto, and the terms and conditions herein set forth, it is understood and agreed as follows:

1. Description of Leased Premises; Authority.

1.1 Leased Premises. The property hereby leased to the Lessee by this Lease consists of the Reading Garden, as more particularly identified in Exhibit B, attached hereto and incorporated by reference (such property being hereinafter referred to as the "Leased Premises").

1.2 Authority. Lessee and Lessor each represent and warrant to the other that (i) the execution and delivery of this Lease has been duly authorized by all requisite authority, and (ii) the Lease is legally binding and enforceable against each party in accordance with its terms.

2. Use of Leased Premises. Lessee shall have the right to use and operate the Leased Premises for the following purposes: a reading garden, a public green space, a public park, library programming, and Lessee programming. In the event Lessee desires to use and operate the Lease Premises for a purpose not included herein, it shall obtain Lessor's prior written approval.

3. Lease Term. The term of this Lease shall be for a period of twenty (20) years, commencing on the Effective Date, unless sooner terminated or extended pursuant to the terms and conditions of this Lease (the "Term"). Lessor is granting only a usufruct and no estate shall be deemed to have passed to Lessee by reason hereof.

4. Rent; Utilities; Maintenance and Repair.

4.1 Rent. The consideration for this Lease is the mutual promises set forth herein and no additional payments by Lessee to Lessor are required under this Lease.

4.2 Utilities. Lessor shall be responsible for the payment of utility costs for the Library Site, including the Lease Premises.

4.3 Maintenance and Repair. Lessee shall provide maintenance, care, and landscaping services on the Leased Premises. Such services shall include, but are not limited to, mowing; tree trimming; fertilizing of plants; clearing of leaves and branches; repairing and/or replacing benches as needed; maintaining the labyrinth; ensuring the Leased Premises are free of any dangers or hazards; and other basic maintenance and repair on an as-needed basis.

5. Default and Termination.

5.1 Default by Lessee. Lessee will be considered in default (following notice of default by Lessor and failure by Lessee to cure) under this Lease in the event Lessee fails to provide adequate maintenance, care, or repair as described in Section 4.3 herein.

5.2 Termination for Cause. Lessor may terminate this Lease for cause upon Lessee's default and failure to cure same in the time provided in the notice from Lessor; upon such termination, this Lease shall be null and void and of no further force or effect and neither Lessor nor Lessee shall have any further rights or liabilities under this Lease.

5.3 Termination for Convenience of Lessee. Lessee may terminate this lease for its convenience by providing ninety (90) days prior written notice to Lessor; upon such termination, this Lease shall be null and void and of no further force or effect and neither Lessor nor Lessee shall have any further rights or liabilities under this Lease.

5.4 Termination at the Option of the Lessor. Should Lessor need to utilize the Leased Premises for expansion of the Sandy Springs Library or for additional parking spaces on the Library Site, upon ninety (90) days written notice to Lessee, this Lease shall terminate absolutely and the Leased Premises shall revert to the Lessor, with Lessee being able to remove any item or personal property that it placed on the Leased Premises in the service of the Reading Garden.

6. Entry upon Premises. Lessor reserves the right to enter upon the Leased Premises at any reasonable time for the protection of its property, for inspection of the Leased Premises, or to access the Library Site. Further, nothing herein shall prohibit the Lessor from using the Leased Premises for purposes related to the operation of and programming for the Sandy Springs Library.

7. Improvements. All improvements on the Leased Premises prior to the Effective Date are the property of Lessor. Any substantial structures added as improvements to the Leased Premises during the Term of this Lease shall become the property of Lessor and shall not be removed at the expiration of the Term or earlier termination of this Lease, unless agreed to in writing by Lessor. Prior to an improvement being made, the parties shall mutually determine if the improvement is considered to be a substantial structure and whether Lessee will be able to remove the improvement at the end of the Lease Agreement. This decision shall be memorialized in writing and shall be an exhibit to this lease, as if fully incorporated herein. However, after the improvement is made, nothing herein shall be construed to prevent the parties from mutually agreeing at a later date to reconsider the initial decision on removal. In the event of damage or destruction to any improvement on the Leased Premises, if Lessee decides to replace the same, Lessee shall be responsible for the repair, replacement or reconstruction of the same, unless such responsibility is waived in writing by Lessor. For purposes of this Lease, the Lessor's representative for authorizing or denying Lessee's request to make an improvement to the Leased Premises is the Fulton County Manager, who shall provide his/her decision in writing. Lessee shall notify Lessor of Lessee's representative in writing.

8. Liability. Lessee shall be responsible for any damages caused by Lessee on the Leased Premises or any damages caused on the Leased Premises by someone under Lessee's control or direction. Lessee shall not be responsible for any damages caused by Lessor on the Lease Premises or by anyone under Lessor's control or direction. Lessor shall be responsible for any damages caused by Lessor on the Leased Premises or any damages caused on the Leased Premises by someone under Lessee's control or direction. Lessor shall not be responsible for any damages caused by Lessee on the Lease Premises or by anyone under Lessee's control or direction. Nothing herein shall be construed as a waiver of Lessee's or Lessor's sovereign immunity or any governmental immunity available to their officials, employees or agents.

9. Assignment and Subletting. The rights of the Lessee herein shall not be assigned or sublet, in whole or in part, to any other person, firm, corporation, or entity without the written consent of the Lessor, which consent shall not be unreasonably withheld.

10. Insurance. Lessee shall maintain insurance in the amounts set forth in Exhibit C, attached hereto and incorporated by reference. Lessee and Lessor shall have the right to self-fund any insurance coverage required under this Lease.

11. Hazardous Substance. Lessee shall not use, store, treat, discard or dispose of any hazardous substances in or about the Leased Premises, in violation of any Applicable Environmental Law (as hereinafter defined). For purpose of this Lease, "hazardous substances" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the Environmental Protection Agency ("EPA") and the list of toxic pollutants designated by Congress or the EPA under any applicable environmental law or legislation, as such lists may be supplemented, amended or newly enacted from time to time. To the extent that any of the applicable environmental laws of the State of Georgia establish a meaning for "hazardous substances" which is broader than that specified in any federal legislation or laws, such broader meaning shall apply. "Applicable Environmental Law" shall mean and include the collective aggregate of the following: any law, statute, ordinance, rule, regulation, order or determination of any governmental authority or any board of fire underwriters (or body exercising similar functions) or any restrictive covenant or deed restriction (recorded or otherwise) pertaining to the environmental and ecological condition of the Leased Premises.

12. Notices. Any notice required or permitted to be given hereunder shall be deemed to be given when hand-delivered or one (1) business day after pickup by Federal Express, UPS, or similar overnight express delivery service addressed to the parties at their respective addresses referenced below:

LESSEE: City of Sandy Springs
c/o Eden E. Freeman, City Manager
1 Galambos Way
Sandy Springs, Ga 30328

With a copy to:

City Clerk of Sandy Springs
c/o Raquel Gonzalez
1 Galambos Way
Sandy Springs, Ga 30328

LESSOR: Fulton County, Georgia
c/o County Manager
141 Pryor Road SW, Suite 10061
Atlanta, Georgia 30303

Fulton County, Georgia
c/o Director, Department of Real Estate and Asset Management
141 Pryor Road SW, Suite G119
Atlanta, Georgia 30303

With a copy (which shall not constitute notice) to:

Office of the County Attorney
141 Pryor Road SW, Suite 4038
Atlanta, Georgia 30303
Attention: County Attorney

13. Entire Agreement. This Lease constitutes the entire arrangement between the Lessor and Lessee regarding Lessee's leasing of the Leased Premises and there are no further written or oral agreements with respect thereto. No variation or modification of this Lease, and no waiver of its provisions, shalt be valid unless in writing signed by the Lessor's and Lessee's duly authorized representatives.

14. MISCELLANEOUS PROVISIONS

14.1 Rights Cumulative. All rights, powers, and privileges conferred herein upon the parties hereto shall be cumulative but not restrictive of those given by law.

14.2 No Third-Party Beneficiaries. There are no third-party beneficiaries of this Lease and nothing in this Lease, express or implied, is intended to confer on any person other than the Parties hereto (and their respective successors and permitted assigns), any rights, remedies, obligations or liabilities.

14.3 Captions. The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

14.4 Time of the Essence. Time is of the essence of this Lease.

14.5 Leasehold Estate. This Lease shall create a leasehold estate in Lessee, not a usufruct under Georgia law.

14.6 Severability. This Lease is intended to be performed in accordance with and only to the extent permitted by applicable law. If any clause or provision of this Lease or the application thereof to any person or circumstance is or becomes illegal, invalid or unenforceable because of present or future laws, rule or regulation of any governmental body, or becomes unenforceable for any reason, the intention of the Parties hereto is that the remaining parts of this Lease and the application of such provision to other persons or circumstances shall not be thereby affected, but rather shall be enforced to the greatest extent permitted by law.

14.7 No Waiver of Rights. No failure or delay by Lessor to exercise any right or power given it or to insist upon strict compliance by Lessee with any obligation imposed on it, and no custom or practice of either Party hereto at variance with any term hereof shall constitute a waiver or a modification of the terms hereof by Lessor or any right it has herein to demand strict compliance with the terms hereof by Lessee.

14.8 Governing Laws. This Lease shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.

14.9 Force Majeure. The Parties shall be excused from the performance of any of their respective obligations for the period of any delay resulting from any cause beyond its control, including, without limitation, all labor disputes, governmental regulations or controls, fires or other casualties, services, acts of God, or any inability to obtain supplies or other difficulties beyond the reasonable control of such Party.

14.10 Counterparts. This Lease may be executed in two (2) or more counterparts, each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other. Electronic, facsimile or .pdf signatures shall have the same force and effect as original signatures. The Parties hereto intend to be bound by the signatures on the electronic, facsimile or .pdf document, and hereby waive any defenses to

the enforcement of the terms of this Lease based on the use of an electronic, facsimile or .pdf signature.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have hereto affixed their hands and seals the day and year first above written.

LESSEE:

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Name: Rusty Paul
Title: Mayor

(SEAL)

ATTEST:

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

[Signatures Continued on Following Page]

LESSOR:

FULTON COUNTY, GEORGIA

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

(SEAL)

ATTEST:

_____
Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM

_____
Y. Soo Jo, County Attorney

EXHIBIT A

Library Site



EXHIBIT B

Leased Premises



EXHIBIT C

Insurance Requirements

The following are the minimum insurance coverages and limits that Licensor and Licensee must maintain.

Each party shall provide the other party with Certificates of Insurance, written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A.

Any and all insurance coverage(s) required under the terms and conditions of the Lease shall be maintained during the entire term of the Lease.

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

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	$500,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	$500,000

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

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

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Bodily Injury & Property Damage (Including operation of non-owned, owned, and hired automobiles)	Each Occurrence	$1,000,000
4. UMBRELLA LIABILITY (In excess of above noted coverages)	Each Occurrence	$1,000,000

Certificates of Insurance

Each Party shall provide written notice to the other Party immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are

to list the County or the City, as the case may be, and their respective officials, officers and employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its equivalent or on a blanket basis.

This insurance shall apply as primary insurance before any other insurance or self-insurance, including any deductible, non-contributory, and waiver of subrogation provided in favor of the other Party.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0698 **Meeting Date:** 11/6/2024

Department
Real Estate and Asset Management

Requested Action
Request approval of a revenue generating contract - Department of Real Estate and Asset Management, 24ITB143401C-JNJ, Electronic Equipment Recycling Services with Novus Solutions, LLC (Marietta, GA), to pick up all salvaged computers and electronic equipment and deliver to an approved and licensed recycling facility. This is a revenue generating contract. Effective upon execution of contract, through December 31, 2024, with two renewal options.

Requirement for Board Action
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)*
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 allows the County to adhere to state law regarding recycling services of salvaged electronic equipment for Fulton County Department of Real Estate and Asset Management on a revenue generating contract.

This contract is anticipated to generate revenues in the approximate amount between $20,000 - $25,000 per year. DREAM will coordinate and manage the collection of salvaged electronic equipment from all County Departments. Georgia law stipulates that adherence and compliance with EPA, Federal, state of Georgia, Georgia D.O.T, OSHA, and Fulton County environmental regulations.

This contract should allow the County to strictly adhered to these regulations.

Scope of Work: The Scope of Work include, but not limited to:

1. The contractor shall provide all transportation services, storage containers, materials, equipment, technical and management support, personnel required to perform the services requested by the County.

2. All computers and electronic equipment shall be picked up by the Contractor and delivered to an approved and licensed recycling facility. At the facility, the computers shall be disassembled, reclaimed, and prepared for marketing as a raw material in a manner that constitutes recycling as defined by and in strict adherence and compliance with EPA, Federal, state of Georgia, Georgia D.O.T, OSHA, and Fulton County environmental regulations and all applicable federal, state, and local governmental entities. All recycling services shall meet and comply with all standards of EPA's Resource Conservation and Recovery Act (RCRA).

3. Recycling Bidder must be certified by either Responsible Recycling Practices (R2) or e-stewards; ISO 14001 and OHSAS 18001 certified.

4. The following items are some examples of electronic equipment scrap that will be discarded:

   - Computers
   - Laptops
   - Computer Monitors
   - Keyboards
   - Mice
   - Scanners
   - Printers
   - Hard Drives
   - Tape Drives
   - Typewriters
   - Fax Machines
   - Calculators

5. Information Technology will remove all hard drives from all salvaged computers delivered to the Surplus Warehouse.

Community Impact: This service impacts the community because it is necessary to maintain a safe environment for the patrons and employees in County facilities.

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

Procedure for Basis of Award:

The recommendation for the award will be based on the bidders' prices to be paid to Fulton County

per unit price for various computer monitor/CRT, computer CPU, printer, keyboards, price per 100 pounds (CWT) for all other electronic equipment to determine the Net Value to the County or the highest return for recycled electronic equipment which will be considered for an award to provide electronic equipment recycling services for Fulton County. This is a Revenue Generating Contract.

Recommendation:

The County received and evaluated three (3) bid responses to the solicitation. According to B. Price for all other Electronic Equipment: Novus Solutions, LLC submitted the net highest total return for 100 pounds (CWT) at a net value to the County $60.00/100 lbs.; eWater ePlant submitted the 2nd net highest return at a net valve to the County $56.00/100 lbs., and Premier Surplus, Inc. submitted the 3rd net highest return at a net to the County $35.00/100 lbs.

Therefore, after careful review, we recommend Novus Solutions, LLC as the highest net value and responsible bidder to provide electronic equipment recycling services for Fulton County for the remainder of fiscal year 2024.

Project Implications: This service is critical for recycling services of electronic equipment from countywide agencies.

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

Department Issues/Concerns: If this contract is not approved, the Department will not be able to provide electronic equipment recycling services with revenue generating for Fulton County.

Contract Modification: This is a new procurement.

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

Contract Value: **Revenue Generated**

Prime Vendor: **NOVUS Solutions, LLC**
Prime Status: **Non-Minority**
Location: **Marietta, GA**

County: **Cobb County**
Prime Value: **Revenue Generated**

Total Contract Value: **Revenue Generated**
Total Certified Value: **$-0-**

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

Exhibit 1: Bid Tabulation Sheet
Exhibit 2: Performance Evaluation
Exhibit 3: Department Recommendation Memo

Agenda Item No.: 24-0698 **Meeting Date:** 11/6/2024

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
This Request:	Revenue Generating
TOTAL:	Revenue Generating

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

All funds will be deposited into the following funding line - 100-520-2706-6070: General, Real Estate and Asset Management, Revenue

Key Contract Terms	
Start Date: Upon execution of contract	**End Date:** 12/31/2024
Cost Adjustment:	**Renewal/Extension Terms**: Two renewal options

Overall Contractor Performance Rating: New Contract

Agenda Item No.: 24-0698 **Meeting Date:** 11/6/2024

Would you select/recommend this vendor again?
Yes

Report Period Start:	Report Period End:
N/A	**N/A**

BID TABULATION SHEET

BID NUMBER# 24ITB143401C-JNJ | Bid Due Date: 9/17/2024 |

BID DESCRIPTION: Electronic Equipment Recycling Services

REQUESTING DEPARTMENT: DREAM

No	Desription of Cost		VENDOR CODE	VENDOR CODE	VENDOR CODE
			VENDOR NAME	VENDOR NAME	VENDOR NAME
			NOVUS SOLUTIONS, LLC	Premier Surplus, Inc.	eWaste ePlanet LLC
			ADDRESS	ADDRESS	ADDRESS
			925 Industrial Park Drive Mariette, GA	12 Asset Recycling Way Dawsonville, Ga 30040	6510 Jimmy Carter Blvd Suite A, Norcross, GA 30071
			TELEPHONE	TELEPHONE	TELEPHONE
			(770)726-1420 ext 101	(706)525-3050	(404)295-9220
			CONTACT:	CONTACT:	CONTACT:
			John Flynn	Stephanie Kennedy	Andrew Holdbrooks
			Bid Price	Bid Price	Bid Price
1	Computer Monitor/CRT, clor or plain screen		$ 4.00	$ 1.55	$ 3.00
2	Computer CPU, various manufactuers		$ 25.00	$ 16.55	$ 25.00
3	Printer, various manufacturers		$ 10.00	$ 1.15	$ 2.00
4	Keyboards, various m manufacturers		$ 1.00	$ 1.25	$ 0.25
5	Net Value to County for All Other Electronic Equipment per pound (Quantity 100 lbs evaluated)		$ 60.00	$ 35.00	$ 56.00

NON RESPONSIVE VENDORS AND OTHER INFORMATION

BID TABULATION SHEET

	BID NUMBER# 24ITB143401C-JNJ			Bid Due Date: 9/17/2024	Page 1 of 1
	BID DESCRIPTION: Electronic Equipment Recycling Services				
	REQUESTING DEPARTMENT: DREAM				
		VENDOR CODE	VENDOR CODE	VENDOR CODE	NON RESPONSIVE VENDORS A
		VENDOR NAME	VENDOR NAME	VENDOR NAME	
		NOVUS SOLUTIONS, LLC	Premier Surplus, Inc.	eWaste ePlanet LLC	
		ADDRESS	ADDRESS	ADDRESS	
		925 Industrial Park Drive Mariette, GA	12 Asset Recycling Way Dawsonville, Ga 30040	6510 Jimmy Carter Blvd Suite A, Norcross, GA 30071	
		TELEPHONE	TELEPHONE	TELEPHONE	
		(770)726-1420 ext 101	(706)525-3050	(404)295-9220	
		CONTACT:	CONTACT:	CONTACT:	
		John Flynn	Stephanie Kennedy	Andrew Holdbrooks	
No	Desription of Cost	Bid Price	Bid Price	Bid Price	
	Base Bid Amount	$100.00	$55.50	$86.25	
	BIDS MAILED				
	BIDS RECEIVED: 3				

INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM JD

DATE: September 26, 2024

SUBJECT: Contractor's Performance Report – Novus Solutions, LLC

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: Electronic Equipment Recycling Services

PROJECT NO.: ITB #24ITB143401C-JNJ

CONTRACTOR: Novus Solutions, LLC
925 Industrial Park Drive
Marietta, GA

POC: John Flynn

PHONE: (770) 726-1420, Ext 101

EMAIL:

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

JD/TD/JA/jh

C: Tim Dimond, DREAM Deputy Director
John Adams, Administrator, DREAM
Khandi Flowers, Contract Administrator, Purchasing & Contract Compliance
Harry Jordan, Contract Administrator, DREAM

INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM JD

DATE: September 26, 2024

SUBJECT: Recommendation Award – ITB #24ITB143401C-JNJ, Electronic Equipment Recycling Services -FY2024

Requested Action: We are recommending approval of the highest bidder for ITB #24ITB143301C-JNJ, Electronic Equipment Recycling Services with Novus Solutions, LLC (Marietta, GA), to provide pick up all computers and electronic equipment and deliver to an approved and licensed recycling facility, and that offers the highest net value return to be paid to Fulton County. This is a revenue generating contract and the anticipated revenue is $23,000.00 annually. Effective Upon execution of contract, through December 31, 2024, with two renewal options.

Discussion: This contract allows the county to adhere to state law regarding recycling services of salvaged electronic equipment for the department of Real Estate and Asset Management on a contract “as needed basis”.

This contract is anticipated to generate revenues in the approximate amount between $20,000 - $25,000 per year. DREAM will coordinate and manage the collection of salvaged electronic equipment from all County Departments. Georgia law stipulates that adherence and compliance **with EPA, Federal, state of Georgia, Georgia D.O.T, OSHA, and Fulton County environmental regulations**. This contract should allow County to be strictly adhered to these regulations.

Procedure for Basis of Award: The recommendation for the award will be based on the bidders’ prices to be paid to Fulton County per unit price for various computer monitor/CRT, computer CPU, printer, keyboards, price per 100 pounds (CWT) for all other electronic equipment to determine the Net Value to the County or the highest return for recycled electronic equipment which will be considered for an award to provide electronic equipment recycling services for Fulton County. This is a Revenue Generating Contract.

Recommendation: The County received and evaluated three (3) bid responses to the solicitation. According to B. Price for all other Electronic Equipment: Novus Solutions, LLC submitted the net highest total return for 100 pounds (CWT) at a net value to the County $60.00/100 lbs.; eWater ePlant submitted the 2nd net highest return at a net valve to the

County $56.00/100 lbs., and Premier Surplus, Inc. submitted the 3rd net highest return at a net to the County $35.00/100 lbs.

Therefore, after careful review, we recommend Novus Solutions, LLC as the highest net value and responsible bidder to provide electronic equipment recycling services for Fulton County for the remainder of fiscal year 2024.

Authorized Signature: *Joseph Davis* Joseph N. Davis Date: 9/26/2024
(By Director/Deputy Director)

If you require additional information, contact Khandi Flowers at (404) 612-6127.

Cc. Tim Dimond, Deputy Director, DREAM
John Adams, Administrator, DREAM
Mark Hawks, CAPA, Team C, Purchasing & Contract Compliance
Harry Jordan, Contract Administrator, DREAM
Khandi Flowers, Contract Administrator, Purchasing & Compliance/DREAM

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0699 **Meeting Date:** 11/6/2024

Department
Real Estate and Asset Management

Requested Action
Request approval of a Sewer Easement Dedication of 39,770.28 square feet to Fulton County, Georgia, from EA Homes, LP, for the purpose of constructing the Argosy Park Project at 0 Northpoint Parkway, Alpharetta, Georgia 30005

Requirement for Board Action
According to Article XXXIV. - Development Regulations, 34.4.1 Land disturbance permit prerequisites.

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

Commission Districts Affected
All Districts ☐
District 1 ☒
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background
The proposed Argosy Park Project, a residential development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer service line connections acknowledge Fulton County's access rights in the area(s) where a connection is being made to the County's sewer system before issuing a Land Disturbance Permit. The easement area to be conveyed to the County consists of 39,770.28 square feet and is located in Land Lot 1188 of the 2nd District, 2nd Section of Fulton County, Georgia.

Community Impact: The community will benefit from the extension of the County's sewer system

and the addition of a residential development.

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

History of BOC Agenda Item: 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 MUST ONLY BE RECORDED 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 : Argosy
Tax Parcel Identification No.: 22 545011882592
Land Disturbance Permit No.: WRN23-089
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

SEWER EASEMENT
(Corporate Form)

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 28th day of August, 2024, between **EA HOMES, LP**, a corporation duly organized under the laws of the State of **Georgia,** party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of $1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to FULTON COUNTY and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) **1188**, **2nd** Section (if applicable) of District **2nd** Fulton County, Georgia, and more particularly described as follows: To wit:

Argosy Park

Project Name

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

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

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

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

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

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

Signed, sealed and delivered this 28th day of August, 20 24 in the presence of:

Witness

Notary Public

[NOTARIAL SEAL]

PAIGE M CUNNINGHAM NOTARY PUBLIC CHEROKEE COUNTY GEORGIA EXPIRES APRIL 2, 2025

GRANTOR: EA HOMES, LP
CORPORATE NAME

By:

Print Name: Paul Corley

Title: Regional President

By:

Print Name:

Title:

[CORPORATE SEAL]

SANITARY SEWER EASEMENT EXHIBIT OF:

ARGOSY PARK

LOCATED IN LAND LOT 1188
2nd DISTRICT, 2nd SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA
AUGUST 20, 2024

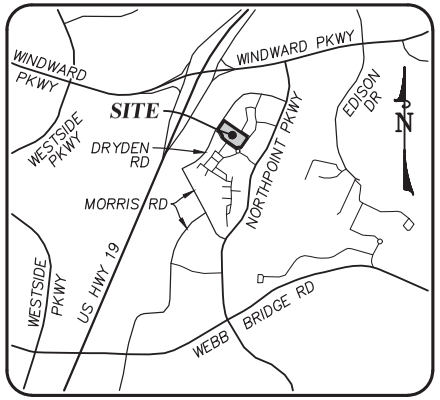
FULTON COUNTY PERMIT # WRN-23-089
TAX PARCEL ID #: 22 545011882592

OWNER:

EA HOMES, LP.
5775 GLENRIDGE DRIVE, BLDG D
ATLANTA, GEORGIA 30325
PHONE: 770.541.6910

DEVELOPER:

EMPIRE COMMUNITIES
5775 GLENRIDGE DRIVE, BLDG D
ATLANTA, GEORGIA 30325
PHONE: 770.541.6910



VICINITY MAP
(NOT TO SCALE)

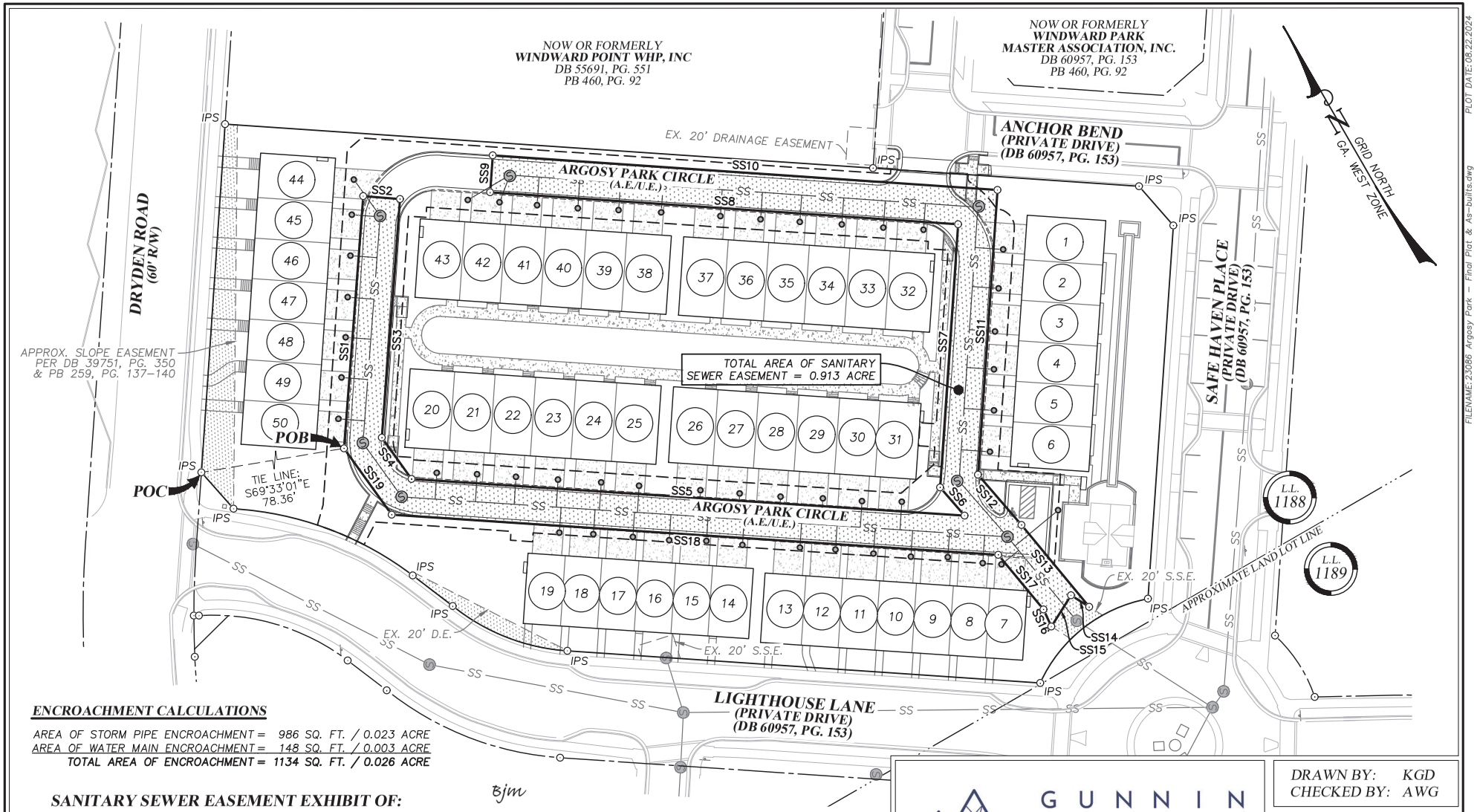
SANITARY SEWER EASEMENT CALL TABLE

LINE	BEARING	DISTANCE
SS1	N34°20'56"E	136.99'
SS2	S55°39'04"E	20.00'
SS3	S34°20'56"W	129.70'
SS4	S05°43'06"E	27.56'
SS5	S56°12'56"E	300.18'
SS6	N10°55'02"W	20.16'
SS7	N33°54'11"E	142.87'
SS8	N56°04'13"W	254.05'
SS9	N33°55'47"E	20.00'
SS10	S56°04'13"E	274.04'
SS11	S33°54'11"W	154.62'
SS12	S10°55'02"E	36.00'
SS13	S09°33'50"E	57.47'
SS14	N27°46'52"W	11.60'
SS15	S62°13'08"W	20.00'
SS16	N05°23'40"E	10.17'
SS17	N09°33'50"W	38.45'
SS18	N56°12'56"W	329.27'
SS19	N05°43'06"W	44.28'

GUNNIN SURVEY
141 Railroad Street, Suite 116
Canton, Georgia 30114
www.gunninsurvey.com
678.880.7502
Georgia LSF 001033 - Gunnin Land Surveying, LLC

DRAWN BY:	*KGD*
CHECKED BY:	*AWG*
PROJECT NO. 23086	
SHEET	*OF*
1	***2***

FILENAME: 23086 Argosy Park – Final Plat & As-builts.dwg PLOT DATE: 08.22.2024



ENCROACHMENT CALCULATIONS

AREA OF STORM PIPE ENCROACHMENT = 986 SQ. FT. / 0.023 ACRE
AREA OF WATER MAIN ENCROACHMENT = 148 SQ. FT. / 0.003 ACRE
TOTAL AREA OF ENCROACHMENT = 1134 SQ. FT. / 0.026 ACRE

SANITARY SEWER EASEMENT EXHIBIT OF:

ARGOSY PARK

LOCATED IN LAND LOT 1188
2nd DISTRICT, 2nd SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA
AUGUST 20, 2024

bjm

8/27/2024

30 0 30 60

1"= 30'
SCALE IN FEET

GUNNIN SURVEY

141 Railroad Street, Suite 116
Canton, Georgia 30114

www.gunninsurvey.com
678.880.7502

Georgia LSF 001033 - Gunnin Land Surveying, LLC

DRAWN BY:	KGD
CHECKED BY:	AWG
PROJECT NO.	23086

SHEET	OF
2	2

PLOT DATE: 08.22.2024
FILENAME: 23086 Argosy Park – Final Plat & As-builts.dwg

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0700 **Meeting Date:** 11/6/2024

Department
Real Estate and Asset Management

Requested Action
Request approval of a Sewer Easement Dedication of 11,236 square feet to Fulton County, Georgia, from CRP/WP Union City Owner, LLC, for the purpose of constructing the Altera Union City Project at 5125 Campbellton Fairburn Road, Union City, Georgia 30213.

Requirement for Board Action
According to Article XXXIV. - Development Regulations, 34.4.1 Land disturbance permit prerequisites.

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

Commission Districts Affected
All Districts ☐
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☒
District 6 ☐

Is this a purchasing item?
No

Summary & Background The proposed Altera Union Project, a commercial development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer service line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system prior to the issuance of a Land Disturbance Permit. The easement area to be conveyed to the County consists of 11,236 square feet and is located in Land Lot 117 of the 9F District of Fulton County, Georgia.

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

Agenda Item No.: 24-0700 **Meeting Date:** 11/6/2024

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

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

Community Issues/Concerns: None of which DREAM is aware.

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 MUST ONLY BE RECORDED 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: Altera Union City
Tax Parcel Identification No.: 09F300001172583
Land Disturbance Permit No.: 24000015 WRS 23-039
Zoning/Special Use Permit No.: (if applicable)

For Fulton County Use Only

Approval Date: _____
Initials:

SEWER EASEMENT
(Corporate Form)

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 14th day of May, 2024, between **CRP/WP Union City Owner, L.L.C.**, a limited liability company duly organized under the laws of the State of **Delaware**, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of $1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to FULTON COUNTY and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) **117**, Section (if applicable) of District **9F**, Fulton County, Georgia, and more particularly described as follows: To wit:

Altera Union City

Project Name

| See Exhibit "A" attached hereto and made a part hereof |

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

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

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

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

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

Signed, sealed and delivered this 14 day of MAY, 2024
in the presence of:

Witness

Notary Public

My Commission Expires
February 24, 2025

[NOTARIAL SEAL]

GRANTOR: CRP/WP Union City Owner, L.L.C.
LIMITED LIABILITY COMPANY NAME

By:

Print Name: Bennett Sands

Title: Authorized Signatory

By:

Print Name:

Title:

[CORPORATE SEAL]

SEWER EASEMENT

Being a strip or parcel of land running in, through, over and across the property now or formerly owned by CRP/WP UNION CITY OWNER, L.L.C., as described in a deed recorded among the Land Records of Fulton County, Georgia in Deed Book 67754, Page 221 and being shown as the "Apartment Parcel" as shown on an Exemption Plat for Langston Hughes Place, as recorded among the aforesaid Land Records in Plat Book 461, Page 44, and said strip or parcel being shown on an Easement Sketch prepared by TerraMark Land Surveying, Inc. and attached hereto, said strip or parcel lying and being in Land Lot 117, District 9F, of Fulton County, Georgia and being more particularly described as follows:

To find the Point of Beginning of the said strip or parcel of land, commence at a 5/8 inch rebar found at the point of intersection of the Southwest Right of Way Line of Georgia State Highway 92, a.k.a. Campbellton-Fairburn Road (an apparent variable width public right of way), and the Northerly Right of Way Line of Hall Road (an apparent 60 feet wide public right of way); thence, leaving said point and running with the said line of Georgia State Highway 92, North 27° 39' 51" West, 208.38 feet to a point at the Southeast Corner of Outparcel 2 as shown on the above-mentioned Exemption Plat; thence, continuing along said line of Georgia State Highway 92, North 27° 39' 50" West, 286.23 feet to a common corner of the above-mentioned Outparcel 2 and the "Apartment Parcel"; thence, continuing along said line of Georgia State Highway 92, North 27° 39' 50" West, 7.33 feet to the True Point of Beginning of the herein described strip or parcel of land; thence, leaving the said line of Georgia State Highway 92 and running,

1. South 63° 19' 24" West, 252.05 feet; thence,
2. South 07° 34' 42" East, 161.55 feet; thence,
3. South 35° 19' 55" West, 141.99 feet; thence,
4. North 54° 40' 05" West, 20.00 feet; thence,
5. North 35° 19' 55" East, 134.13 feet; thence,
6. North 07° 34' 42" West, 167.93 feet; thence,
7. North 63° 19' 24" East, 265.94 feet; thence,
8. South 27° 39' 51" East, 20.00 feet to the Point of Beginning, containing 11,236 square feet or 0.2579 of an acre of land, more or less.

SKETCH OF SANITARY SEWER EASEMENT
FOR PROJECT
"ALTERA - BEN HILL"

LOCATED IN LAND LOT 117
DISTRICT 9F
UNION CITY, FULTON COUNTY, GA

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

SURVEYOR'S CERTIFICATE

THE PROPERTY HEREON LIES COMPLETELY WITHIN A JURISDICTION WHICH DOES NOT REVIEW OR APPROVE ANY PLATS OR THIS TYPE OF PLAT PRIOR TO RECORDING. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

GEORGIA REGISTERED No. 2577 LAND SURVEYOR WILLIAM C. WOHLFORD, JR.

WILLIAM C. WOHLFORD, JR., RLS
REGISTERED NUMBER: 2577

SURVEY NOTES

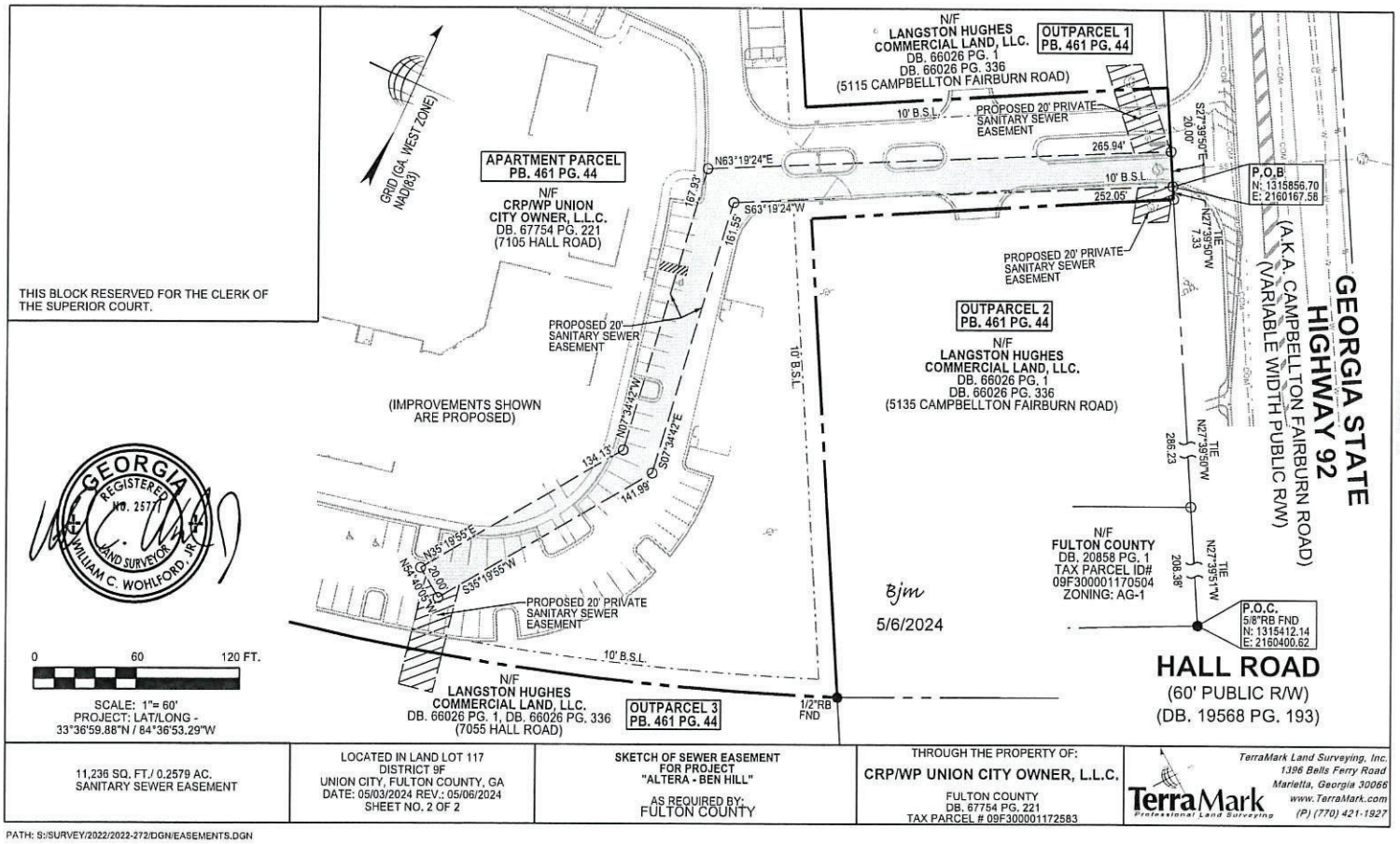
1. THE FIELD DATA UPON WHICH THIS SURVEY IS BASED, ARE WITHIN THE POSITIONAL TOLERANCES ALLOWED FOR ALTA/NSPS LAND TITLE SURVEYS PER THE 2021 MINIMUM TECHNICAL STANDARDS ESTABLISHED BY ALTA AND NSPS AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
2. EQUIPMENT USED:
   A TRIMBLE "S" SERIES TOTAL STATION WAS USED TO OBTAIN ANGULAR MEASUREMENTS AND DISTANCE MEASUREMENTS.

   A TRIMBLE R-10 DUAL FREQUENCY GPS UNIT WAS USED FOR ESTABLISHING CONTROL. A NETWORK ADJUSTED RTK SURVEY WAS PERFORMED AND ADJUSTED BY RELATIVE POSITIONAL ACCURACY.
3. THE PROPOSED PERMANENT EASEMENT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 190,203 FEET.
4. ACCORDING TO THE "FIRM" (FLOOD INSURANCE RATE MAP) OF FULTON COUNTY, GEORGIA - COMMUNITY PANEL NUMBER 13121C0451F, DATED SEPTEMBER 18, 2018, NO PORTION OF THIS PROPERTY LIES WITHIN A SPECIAL FLOOD HAZARD AREA.
5. THE BEARINGS SHOWN ON THIS SURVEY ARE COMPUTED ANGLES BASED ON A GRID BEARING BASE (GA WEST ZONE) NAD83.
6. FIELD WORK FOR THIS PROPERTY WAS COMPLETED ON 08/30/2021.

EXHIBIT "A"

11,236 SQ. FT./ 0.2579 AC. SANITARY SEWER EASEMENT	LOCATED IN LAND LOT 117 DISTRICT 9F UNION CITY, FULTON COUNTY, GA DATE: 05/03/2024 REV.: 05/06/2024 SHEET NO. 1 OF 2	SKETCH OF SEWER EASEMENT FOR PROJECT "ALTERA - BEN HILL" AS REQUIRED BY: FULTON COUNTY	THROUGH THE PROPERTY OF: **CRP/WP UNION CITY OWNER, L.L.C.** FULTON COUNTY DB. 67754 PG. 221 TAX PARCEL # 09F300001172583	TerraMark Professional Land Surveying *TerraMark Land Surveying, Inc.* *1396 Bells Ferry Road* *Marietta, Georgia 30066* *www.TerraMark.com* *(P) (770) 421-1927*

PATH: S:/SURVEY/2022/2022-272/DGN/EASEMENTS.DGN



11,236 SQ. FT./ 0.2579 AC. SANITARY SEWER EASEMENT	LOCATED IN LAND LOT 117 DISTRICT 9F UNION CITY, FULTON COUNTY, GA DATE: 05/03/2024 REV.: 05/06/2024 SHEET NO. 2 OF 2	SKETCH OF SEWER EASEMENT FOR PROJECT "ALTERA - BEN HILL" AS REQUIRED BY: FULTON COUNTY	THROUGH THE PROPERTY OF: CRP/WP UNION CITY OWNER, L.L.C. FULTON COUNTY DB. 67754 PG. 221 TAX PARCEL # 09F300001172583	TerraMark Land Surveying, Inc. 1396 Bells Ferry Road Marietta, Georgia 30066 www.TerraMark.com (P) (770) 421-1927

EXHIBIT "A"

PATH: S:/SURVEY/2022/2022-272/DGN/EASEMENTS.DGN

CONSENT TO SEWER EASEMENT
OF
UNION CITY DEVELOPMENT AUTHORITY

The undersigned (the "**Development Authority**"), as fee owner of the real property described herein, hereby consents to the Sewer Easement to which this Consent is attached (the "**Sewer Easement**") and hereby consents to the rights granted herein by Grantor, as the "Company" under that certain Lease Agreement by and between the Grantor and the Development Authority, as "Issuer" thereunder, dated as of February 1, 2024 (as amended from time to time, the "**Lease**"). The Development Authority acknowledges and agrees that such Sewer Easement shall be deemed a Permitted Encumbrance (as defined in the Lease) for all purposes under the Lease, but such Sewer Easement shall be subject to and shall not affect the Development Authority's Unassigned Rights as set forth and defined in the Lease.

IN WITNESS WHEREOF, this Consent has been signed, sealed and delivered by the Development Authority this 12th day of July, 2024.

UNION CITY DEVELOPMENT AUTHORITY

By: Brandon C. Banks
Name: Brandon C. Banks
Title: Chairman

Attest: Cindy Clive
Secretary

Signed, sealed and delivered in the presence of:

Natasha Jones
Unofficial Witness

Aaron J. Hambrick
Notary Public

Date of Execution by Notary: 7-12-2024

Commission Expiration Date: 6-18-2026

[NOTARY SEAL]

AARON T HAMBRICK
NOTARY PUBLIC
DEKALB COUNTY, GEORGIA

CONSENT TO SEWER EASEMENT
OF
SYNOVUS BANK

The undersigned (the "**Synovus**"), as Trustee and the holder of the rights granted and assigned by the Development Authority under that certain Assignment and Security Agreement dated February 1, 2024, and recorded in Deed Book 67754, Page 273, official records of Fulton County, Georgia (the "**Assignment Agreement**"), with respect to the real property described herein, hereby consents to the Sewer Easement to which this Consent is attached (the "**Sewer Easement**"), including the execution, delivery and recording of such Easement by Grantor, and Synovus hereby agrees that Synovus's interest under the foregoing Assignment Agreement shall be subject and subordinate to the terms and conditions of the Sewer Easement; provided however, nothing contained herein shall release Synovus's interest under the Assignment Agreement, except as set forth herein.

IN WITNESS WHEREOF, this Consent has been signed, sealed and delivered by the Development Authority this 12th day of July, 2024.

SYNOVUS BANK

By: _____
Name: DEAN MATTHEWS
Title: SVP

Signed, sealed and delivered in the presence of:

_____
Unofficial Witness July 12, 2024

_____
Notary Public

Date of Execution by Notary: July 12, 2024

Commission Expiration Date:

[NOTARY SEAL]

JANICE VAGNER
Notary Public
Alabama State at Large
My Commission Expires Oct 4, 2027

SYNOVUS BANK SEAL GEORGIA

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0701 **Meeting Date:** 11/6/2024

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,23RFP138765K-CRB, Standby Professional Services for Environmental Engineering & Testing Services in the total amount not to exceed $150,000.00 with (A) Atlas Technical Consultants, LLC (Duluth, GA), in the amount not to exceed $50,000.00; (B) Nova Engineering & Environmental, LLC (Kennesaw, GA), in an amount not to exceed $50,000.00; and (C) Oasis Consulting Services, LLC (Roswell, GA), in an amount not to exceed $50,000.00, to provide standby environmental engineering and testing services on an task order basis for a variety of professional services projects in support of the Department of Real Estate and Asset Management. 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, or 60 days if the contract term is six (6) months or less.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: Request to renew Standby Professional Services for Standby Environmental Engineering and Testing Services for Fulton County for FY2025.

Scope of Work: The project Scope of Work is for one or more stand-by contracts for each group or discipline identified to provide standby environmental engineering and testing services on an "as needed-task order assignment" basis in support of the Department of Real Estate and Asset Management.

The services include but are not limited to the following:

1. Pre-Design and Pre-Construction Activities:
   (a) Perform various Land Acquisition functions
   (b) Geotechnical, archeological, and environmental surveys

2. Environmental Engineering, Materials Testing & Inspections Services (EETI):
   (a) Asbestos, lead based paint and contaminated soil surveys
   (b) Geotechnical sampling, testing, and reporting
   (c) Water testing & surveys
   (d) Phase I & II environmental assessments

3. Indoor Air Quality Services (IAQ):
   (a) Qualified visual inspection for identifying indoor microbial and/or chemical contaminant
   (b) Direct-reading measurements of temperature, relative humidity, and carbon dioxide in air
   (c) Air sampling using IAQ-specific methodologies
   (d) Sample analysis performed by a laboratory, accredited, or certified by State of GA EPA

4. Code Required Special Construction Materials Inspection Services (SCMI):
   (a) IBC Required Verification and Inspection of Steel Construction
   (b) IBC Required Verification and Inspection of Concrete Construction
   (c) IBC Required Verification and Inspection of Masonry Construction
   (d) Construction Material Testing, Inspections

Community Impact: Contract allows DREAM to test and ensure proper air quality in County facilities visited by the public as well as facilitate environmental testing associated with land acquisitions, construction projects, etc.

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

Project Implications: The intent of these professional services contracts is for one or more firms to provide some, all or any combination of the various and diverse technical, professional, environmental engineering and testing services for the County on an "as-needed task order assignment" basis. Whenever services are requested by the County, the Contractor will submit a written proposal for the specific project based on the scope of services requested by the County.

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

Department Issues/Concerns: If these renewal contracts are not approved, the County does not have the internal capacity, or expertise, to perform these services in-house. Environmental testing and specialty testing/engineering services would not be performed in a timely or cost-effective manner.

Contract Modification

(A) Atlas Technical Consultants, LLC

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0090	02/07/24	$50,000.00
1st Renewal			**$50,000.00**
Total Revised Amount			$100,000.00

(B) Nova Engineering & Environmental, LLC

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0090	02/07/24	$50,000.00
1st Renewal			**$50,000.00**
Total Revised Amount			$100,000.00

(C) Oasis Consulting Services, LLC

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0090	02/07/24	$50,000.00
1st Renewal			**$50,000.00**
Total Revised Amount			$100,000.00

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

Contract Value: **$150,000.00**

(A)
Prime Vendor: **Atlas Technical Consultants, LLC**
Prime Status: **Non-Minority**
Location: **Duluth, GA**
County: **Gwinnett County**
Prime Value: **$50,000.00 or 100.00%**

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

(B)
Prime Vendor: **Nova Engineering & Environmental, LLC**
Prime Status: **Non-Minority**
Location: **Kennesaw, GA**
County: **Cobb County**
Prime Value: **$34,250.00 or 68.50%**

Subcontractor: **Analytical Environmental Services, Inc.**
Subcontractor Status: **White Female Business Enterprise**
Location: **Atlanta, GA**
County: **DeKalb County**
Subcontractor Value: **$5,500.00 or 11.00%**

Subcontractor: **2MNext**
Subcontractor Status: **Asian Male Business Enterprise**
Location: **Atlanta, GA**
County: **Fulton County**
Subcontractor Value: **$3,000.00 or 6.00%**

Subcontractor: **GEOLAB Drilling, Inc**
Subcontractor Status: **Asian Female Business Enterprise**
Location: **Dacula, GA**
County: **Gwinnett County**
Subcontractor Value: **$2,500.00 or 5.00%**

Subcontractor: **Ecological Solutions, Inc**
Subcontractor Status: **Non-Minority**
Location: **Roswell, GA**
County: **Fulton County**
Subcontractor Value: **$500.00 or 1.00%**

Subcontractor: **OneVision Utility Services LLC**
Subcontractor Status: **Non-Minority**
Location: **Peachtree Corners, GA**
County: **Cobb County**
Subcontractor Value: **$500.00 or 1.00%**

Subcontractor: **WSP**
Subcontractor Status: **Non-Minority**
Location: **Atlanta, GA**
County: **Fulton County**
Subcontractor Value: **$3,750.00 or 7.50%**

Total Contract Value: **$50,000.00 or 100.00%**
Total Certified Value: **$11,000.00 or 22.00%**

(C)
Prime Vendor: **Oasis Consulting Services**
Prime Status: **White Female Business Enterprise**
Location: **Roswell, GA**
County: **Fulton County**
Prime Value: **$35,000.00 or 70.00%**

Subcontractor: **Analytical Environmental Services**
Subcontractor Status: **White Female Business Enterprise**
Location: **Atlanta, GA**
County: **DeKalb County**
Subcontractor Value: **$4,000.00 or 8.00%**

Subcontractor: **Professional Environmental Management**
Subcontractor Status: **White Female Business Enterprise**
Location: **Loganville, GA**
County: **Gwinnett County**
Subcontractor Value: **$2,500.00 or 5.00%**

Subcontractor: **RIO Geo Engineering**
Subcontractor Status: **Disadvantage Business Enterprise**
Location: **Lilburn, GA**
County: **Gwinnett County**
Subcontractor Value: **$8,500.00 or 17.00%**

Subcontractor: **GEO Lab, Inc.**
Subcontractor Status: **Asian Female Business Enterprise**
Location: **Dacula, GA**
County: **Gwinnett County**
Subcontractor Value: **TBD**

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

Grand Contract Value: **$150,000.00 or 100.00%**
Grand Certified Value: **$61,000.00 or 40.67%**

Exhibits Attached

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:	$150,000.00
Previous Adjustments:	$0.00
This Request:	$150,000.00
TOTAL:	$300,000.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

500-520-5200-TBD: Capital, Real Estate and Asset Management, To-Be Determine -$150,000.00 This is a Standby Contract that is dependent on the availability of funding resources adopted for FY2025.

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:

Atlas Technical Consultants, LLC	85
Nova Engineering & Environmental, LLC	85
Oasis Consulting Services	85

Would you select/recommend this vendor again?

Agenda Item No.: 24-0701 **Meeting Date:** 11/6/2024

Yes

Report Period Start:
5/7/2024

Report Period End:
8/6/2024

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate & Asset Management

BID/RFP NUMBER: 23RFP138765K-CRB (A)

BID/RFP# TITLE: Standby Professional Services for Environmental Engineering and Testing Services

ORIGINAL APPROVAL DATE: 2/6/2024

RENEWAL EFFECTIVE DATES: 1/1/2025 through 12/31/2025

RENEWAL OPTION #: 1 **OF** 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $50,000.00

COMPANY'S NAME: Atlas Technical Consultants, LLC

ADDRESS: 2450 Commerce Ave., Ste. 100

CITY: Duluth

STATE: Georgia

ZIP: 30096-8910

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	**Atlas Technical Consultants, LLC**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Todd Long** **GA Division Lead**
ATTEST:	**ATTEST:**
Tonya R. Grier **Clerk to the Commission**	**Secretary/** **Assistant Secretary**
(Affix County Seal)	**(Affix Corporate Seal)**
AUTHORIZATION OF RENEWAL:	**ATTEST:**
Joseph N. Davis, Director **Department of Real Estate and Asset Management**	**Notary Public** **County:_____** **Commission Expires: _____** **(Affix Notary Seal)**

ITEM#:_____ RCS:_____ **REGULAR MEETING**	**ITEM#:_____ RM:_____** **SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Department of Real Estate & Asset Management

BID/RFP NUMBER: 23RFP138765K-CRB (B)

BID/RFP TITLE: Standby Professional Services for Environmental Engineering & Testing Services

ORIGINAL APPROVAL DATE: 2/6/2024

RENEWAL EFFECTIVE DATES: 1/1/2025 through 12/31/2025

RENEWAL OPTION #: 1 **OF** 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $50,000.00

COMPANY'S NAME: NOVA Engineering & Environmental, LLC

ADDRESS: 3900 Kennesaw 75 Pkwy, Suite 100

CITY: Kennesaw

STATE: Georgia

ZIP: 30144

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	**NOVA Engineering & Environmental, LLC**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners** **ATTEST:**	**Nickolaus DaSantos** **Environmental Services Business Unit Manager** **ATTEST:**
Tonya R. Grier **Clerk to the Commission** **(Affix County Seal)** **AUTHORIZATION OF RENEWAL:**	**Secretary/** **Assistant Secretary** **(Affix Corporate Seal)** **ATTEST:**
Joseph N. Davis, Director **Department of Real Estate and Asset Management**	**Notary Public** **County:_____** **Commission Expires: _____** **(Affix Notary Seal)**

ITEM#:_____ RCS:_____ **REGULAR MEETING**	**ITEM#:_____ RM:_____** **SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP NUMBER: 23RFP138765K-CRB (C)

BID/RFP TITLE: Standby Professional Services for Environmental Engineering & Testing Services

ORIGINAL APPROVAL DATE: 2/6/2024

RENEWAL EFFECTIVE DATES: 1/1/2025 through 12/31/2025

RENEWAL OPTION #: 1 **OF** 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $50,000.00

COMPANY'S NAME: Oasis Construction Services, LLC

ADDRESS: 45 Woodstock St.

CITY: Roswell

STATE: Georgia

ZIP: 30075

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	**OASIS CONSTRUCTION SERVICES, LLC**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Ashley Butterfield, P. G.** **Environmental Director,** **Environmental Solutions**
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**

CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E1
Project	Standby Professional Services for Environmental Engineering & Testing Services
Project Number	23RFP138765K-CRB
Supplier	Atlas Technical Consultants, LLC
Supplier Project Contact	Deborah Moon (preferred language: English)
Performance Program	Professional Services
Evaluation Period	05/07/2024 to 08/06/2024
Effective Date	08/12/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/12/2024 12:39 PM EDT
Completion Date	08/12/2024 12:39 PM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT **17/20**

Rating

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

Comments 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.

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 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.

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 Deliverables meets requirements in some areas and remainder of items delivered are high quality.

COMMUNICATIONS AND CO-OPERATION **17/20**

Rating

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

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

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 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.

GENERAL COMMENTS

Comments Atlas provides quality work.

Performance Evaluation Details

ID	E1
Project	Standby Professional Services for Env and Eng & Testing Services
Project Number	23RFP138765K-CRB
Supplier	NOVA Engineering & Environmental
Supplier Project Contact	Audra Sabin (preferred language: English)
Performance Program	Professional Services
Evaluation Period	05/07/2024 to 08/06/2024
Effective Date	08/12/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/12/2024 12:42 PM EDT
Completion Date	08/12/2024 12:42 PM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT **17/20**

Rating

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

Comments 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.

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 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.

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

COMMUNICATIONS AND CO-OPERATION **17/20**

Rating

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

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

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 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.

GENERAL COMMENTS

Comments NOVA Engineering & Environmental provides quality work.

Performance Evaluation Details

ID	E1
Project	Standby Professional Services for Env and Eng & Testing Services
Project Number	23RFP138765K-CRB
Supplier	Oasis Consulting Services
Supplier Project Contact	Maria Rozear (preferred language: English)
Performance Program	Professional Services
Evaluation Period	07/07/2024 to 07/31/2024
Effective Date	08/12/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/12/2024 12:53 PM EDT
Completion Date	08/12/2024 12:53 PM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT **17/20**

Rating

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

Comments 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.

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 Delivered 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.

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 Deliverables meets requirements in some areas and remainder of items delivered are high quality.

COMMUNICATIONS AND CO-OPERATION **17/20**

Rating

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

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

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 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.

GENERAL COMMENTS

Comments Oasis Consulting Services provides quality services.

Contract Renewal Evaluation Form

Date:	**July 23, 2024**
Department:	**Real Estate and Asset Management**
Contract Number:	**23RFP138765K-CRB**
Contract Title:	**Standby Professional Services for Environmental Engineering & Testing Services**

Instructions:

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

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

   This service cannot afford to be reduced because we do not have any alternative resources to provide standby professional environmental engineering and testing services. This service provides basic services that will consist of the following but not limited to: pre-design and construction, geotechnical, archeological, environmental surveys, environmental engineering, materials testing & inspections services (EETI), asbestos, lead based paint and contaminated soil surveys, geotechnical sampling testing and reporting, water testing & surveys, phase I & II environmental assessments, indoor air quality services (IAQ), and code required special construction materials inspection services (SCMI). This standby- environmental engineering and testing services program is on an "as needed-task task order assignment" basis.

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:	**Pricing comparable to current market.**
Different features / Conditions:	**Variable**
Percent difference between internet price and renewal price:	**Variable**

   Explanation / Notes:

   Prices received under this contract are compared to historical pricing, Gordian price book task pricing, and prevailing market rates in the Metro Atlanta area. This procurement was conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this bid is code Selection 102-374, Competitive Sealed Proposals.

☐ **Market Survey of other jurisdictions:**

Date contacted:	
Jurisdiction Name / Contact name:	**N/A**
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?	☐ **Yes** ☒ **No**
Are they aware of a reduction in pricing in this industry?	☐ **Yes** ☒ **No**
How does pricing compare to Fulton County's award contract?	**Pricing comparable**

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?**

FY2024: The County has allocated expenditures of $0.00 as of 7/23/2024
FY2023: The County has spent $42,931.99
FY2022: The County has spent $20,200.00
FY2021: There were no expenditures
FY2020: The County has spent $24,735.00

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:	
Price paid:	**N/A**
Inflation rate:	**N/A**
Adjusted price:	**N/A**

Percent difference between past purchase price and renewal price:	Click here to enter text.

Explanation / Notes:

Purchases are different pending requirement

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

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

The work performed under this contract requires specialty training and skills.

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

   If these contracts are not approved, the Department does not have the professional licenses and designations required by code to perform these services in-house to the County. Environmental testing and specialty testing/engineering services would not be performed in a timely or cost-effective manner**.**

Sam T. Bakare, RA, CPM®
Sam Bakare, Construction Manager
Douglas Cummings, Construction Project Mgr.

July 23, 2024

Prepared by | **Date**

JD
Joseph N. Davis, Director

August 15, 2024

Department Head | **Date**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0702 **Meeting Date:** 11/6/2024

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, 22ITB134833C-MH, Fire Extinguisher Testing and Maintenance Services in the total amount not to exceed $75,000.00 with (A) Cintas Fire Protection, Inc. (Norcross, GA) in an amount not to exceed $45,000.00; and (B) Summit Fire & Security (Loganville, GA) in an amount not to exceed $30,000.00, to provide fire extinguisher testing and maintenance services on an as needed basis for Fulton County facilities. 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: These contracts furnish all materials, parts, labor, equipment, transportation, and appurtenances necessary to provide on-site fire extinguisher testing and maintenance services for Fulton County facilities.

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

1. Identifying all fire extinguishers installed in the designated building, Annual inspection and certification of all fire extinguishers identified. The annual inspection must include verifying the condition of charge, physical state of valves and fittings on the container and replacement of any damaged clips/pins labels etc.

2. Unscheduled and/or emergency refills, re-charging and/or repairing of specified fire extinguishers.

3. Replace fire extinguisher/s where the existing ones are defective, after consulting representatives of Department of Real Estate and Asset Management.

4. Be prepared to recommend and install new fire extinguishers to bring the building space in compliance with the code.

5. Periodic inspections, including six-year testing and maintenance, 12-year testing and hydrostatic testing where required.

6. Work must be performed in accordance with current edition of NFPA 10, portable fire extinguishers and in accordance with the National Association of Fire Equipment Distributors' (NAFED) Services and Recharge Manual.

7. The contractor must provide loaner extinguishers when extinguishers are removed for work off-site. The contractor must use Nitrogen or dry compressed air when refilling and/or servicing portable extinguishers with a minimum dew point of -60 degree F. Contractor must provide certificate indicating dew point if dry air is used.

8. The contractor, when performing CO2 continuity test on hose assemblies, shall provide an adhesive label indicating month/year test was performed.

Community Impact: This service ensures the safety of the patrons and County staff by following the fire and life safety codes.

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

These are time and materials contracts and the total requested amount of $75,000.00, will cover the costs for replacement of all parts/ components and labor for inspections, and maintenance repairs for fire extinguisher testing for Fulton County facilities for FY2025.

Project Implications: These contracts provide all the necessary fire extinguisher testing, maintenance and replacement services needed to maintain various fire extinguishers at Fulton County north, south, and downtown area locations. Fire and Life Safety Code applicable for buildings mandate that the fire extinguishers must be checked and maintain at least one in a year. Fulton County does not have the staff trained or experienced in carrying out this work.

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

Department Issues/Concerns: If these renewal contracts are not approved, the Department will not be able to provide fire extinguisher testing and maintenance services Countywide.

Contract Modification

(A) Cintas Fire Protection, Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0874	11/16/22	$45,000.00
1st Renewal	23-0874	10/4/23	$45,000.00
2nd Renewal			**$45,000.00**
Total Revised Amount			$135,000.00

(B) Summit Fire & Security

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0874	11/16/22	$30,000.00
1st Renewal	23-0874	10/4/23	$30,000.00
2nd Renewal			**$30,000.00**
Total Revised Amount			$90,000.00

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

Contract Value: **$75,000.00**

(A)
Contract Value: **$45,000.000**

Prime Vendor: **Cintas Fire Protection, Inc.**
Prime Status: **Non-Minority**
Location: Norcross, GA
County: Gwinnett County
Prime Value: $45,000.00 or 100.00%

Total Contract Value: **$45,000.00 or 100.00%**
Total Certified Value: **$0.00**

(B)
Contract Value: **30,000.00**
Prime Vendor: **Summit Fire & Security**
Prime Status: **Non-Minority**
Location: Loganville, GA

Agenda Item No.: 24-0702 **Meeting Date:** 11/6/2024

County:	Gwinnett County $30,000.00 or 100.00%
Total Contract Value:	**$30,000.00 or 100.00%**
Total Certified Value:	**$0.00**
Grand Contract Total:	**$75,000.00 or 100.00%**
Grand Certified Value:	**$0.00**

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:	$75,000.00
Previous Adjustments:	$75,000.00
This Request:	$75,000.00
TOTAL:	$225,000.00

Grant Information Summary

Amount Requested:	Click here to enter text.	☐ Cash
Match Required:	Click here to enter text.	☐ In-Kind
Start Date:	Click here to enter text.	☐ Approval to Award
End Date:	Click here to enter text.	☐ Apply & Accept
Match Account $:	Click here to enter text.	

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5220-1116: General, Real Estate and Asset Management, Building Maintenance- $55,000.00 "Subject to availability of funding adopted for FY 2025 by BOC"

Funding Line 2:

100-520-5221-1116: General, Real Estate and Asset Management, Building Maintenance- $20,000.00 "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: Click here to enter text.	**Renewal/Extension Terms**: renewal options remain

Overall Contractor Performance Rating:

Cintas Fire Protection, Inc.	73
Summit Fire & Security	100

Would you select/recommend this vendor again?
Yes

Report Period Start:	**Report Period End:**
4/1/2024	**6/30/2024**

FULTON COUNTY

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 22ITB134833C-MH

BID/RFP# TITLE: Fire Extinguisher Testing and Maintenance Services

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: $45,000.00

COMPANY'S NAME: Cintas Fire Protection, Inc.

ADDRESS: 1705 Corporate Drive, Suite 440

CITY: Norcross

STATE: GA

ZIP: 30093

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	**CINTAS FIRE PROTECTION, INC.**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Tony Koh** **General Manager**
ATTEST:	**ATTEST:**
Tonya R. Grier **Clerk to the Commission**	**Secretary/** **Assistant Secretary**
(Affix County Seal)	**(Affix Corporate Seal)**
AUTHORIZATION OF RENEWAL:	**ATTEST:**
Joseph N. Davis, Director **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**

CERTIFICATE OF INSURANCE

FULTON COUNTY

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 22ITB134833C-MH

BID/RFP# TITLE: Fire Extinguisher Testing and Maintenance Services

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: $30,000.00

COMPANY'S NAME: Summit Fire & Security

ADDRESS: 2330 Pro Tec Way

CITY: Loganville

STATE: GA

ZIP: 30052

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 FIRE & SECURITY
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**James Taylor** **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#: _____2nd RM: _____** **SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E4
Project	Fire Extinguisher Testing and Maintenance Services
Project Number	22ITB134833C -MH
Supplier	Cintas Fire Protection
Supplier Project Contact	Lee Ruddick (preferred language: English)
Performance Program	Professional Services
Evaluation Period	07/01/2024 to 09/30/2024
Effective Date	10/01/2024
Evaluation Type	Formal
Interview Date	07/01/2024
Expectations Meeting Date	09/26/2024
Status	Completed
Publication Date	10/01/2024 11:51 AM EDT
Completion Date	10/01/2024 11:51 AM EDT
Evaluation Score	73

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 **14/20**

Rating

Satisfactory: Project Management. Acceptable understanding of project objectives, risks and Contract requirements with some direction required from the User Department.

Comments Cintas has met the expectations as a vendor

SCHEDULE **14/20**

Rating

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

Comments Scheduling needs to be improved in meeting the deadlines set by end user.

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 Material was of good quality. And all material was delivered in a timely manner

COMMUNICATIONS AND CO-OPERATION **14/20**

Rating

Satisfactory: Satisfactory response to the User Department's requests and changes; Consultant involved in developing solutions and ensures prompt and appropriate action.

Comments Management was available by email more than by mobile as needed when questions being raised by Management. Need to improve in being available by phone for emergency situations.

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 The contractor was in compliance 90% of the time in submitting needed documents.

GENERAL COMMENTS

Comments Did not meat the end user expectations in delivering great service.

Performance Evaluation Details

ID	E6
Project	Fire Extinguisher Testing and Maintenance Services
Project Number	22ITB134833C -MH
Supplier	Summit Fire & Security
Supplier Project Contact	James Taylor (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	07/01/2024
Evaluation Type	Formal
Interview Date	07/01/2024
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/01/2024 11:39 AM EDT
Completion Date	07/01/2024 11:39 AM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT **20/20**

Rating

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

Comments *Not Specified*

SCHEDULE **20/20**

Rating

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

Comments *Not Specified*

QUALITY OF DESIGN, REPORTS AND DELIVERABLES **20/20**

Rating

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

Comments *Not Specified*

COMMUNICATIONS AND CO-OPERATION **20/20**

Rating

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

Comments *Not Specified*

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS **20/20**

Rating

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

Comments *Not Specified*

GENERAL COMMENTS

Comments This contractor is great to deal with and can be trusted to complete the work as expected.

Contract Renewal Evaluation Form

Date:	**July 29, 2024**
Department:	**Real Estate and Asset Management**
Contract Number:	**22ITB134833C-MH**
Contract Title:	**Fire Extinguisher Testing and Maintenance Services**

Instructions:

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

1. **Describe what efforts were made to reduce the scope and cost of this contract.**
   This service cannot afford to be reduced, because we do not have the trained staff or experienced in-house to perform this type of maintenance services. This service provides all parts, labor, ties, tags, labels, haz-mat charges, transportation, and costs necessary to provide fire extinguisher testing and maintenance services for Fulton County. The scope includes: Annual inspection and certification of all fire extinguishers identified and replacing fire extinguisher/s where the existing ones are defective.

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

   ☐ **Internet search of pricing for same product or service:**

Date of search:	July 27, 2024
Price found:	**$ 15 for recharge, $ 25 to replace a typical 5 lbs size**
Different features / Conditions:	**5 lb cylinder, most common**
Percent difference between internet price and renewal price:	**36% and 30% saving**

Explanation / Notes:

The existing prices for fire extinguisher testing and maintenance services reflect the current market rates as of today. This service was conducted in accordance with all applicable provisions of the Fulton County Purchasing Code Section 102-373, all Competitive Sealed Bids.

☐ **Market Survey of other jurisdictions:**

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	Ongoing daily maintenance & service.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	☐ **Yes** ☒ **No**
Are they aware of a reduction in pricing in this industry?	☐ **Yes** ☒ **No**
How does pricing compare to Fulton County's award contract?	**Prices are comparable to Fulton County.**

Explanation / Notes:

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

Evaluated bids received from contractors for this service.

3. **What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?**
FY2024 The County allocated/expenditures as of 7/29/2024, $18,583.64
FY2023 The County spent $31,215.60
FY2021 The County spent $23,326.81
FY2020 The County spent $54,843.38

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.**

This contract provides all of the necessary fire extinguisher testing, maintenance and replacement services needed to maintain various fire extinguishers at Fulton County north, south and downtown area locations. Fire and Life Safety Code applicable for buildings mandate that the fire extinguishers must be checked and maintain at least one in a year. Fulton County does not have the staff trained or experienced in carrying out this work.

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

If this renewal contract is not approved, the County will not be able to provide fire extinguisher testing and maintenance services Countywide. This will result in failure to comply with Fire and Life Safety Codes.

Willie Perryman, Greater Bldg. Maintenance Mgr. *WP* Vijay Nair, Central Bldg. Maintenance Mgr. *Vijay*	July 29, 2024
Prepared by	**Date**
Joe Davis, Director	Click here to enter a date.
Department Head	**Date**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0703 **Meeting Date:** 11/6/2024

Department
Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew an existing contract - Department of Real Estate and Asset Management, 23ITB138800C-MH, Scrap Metal Removal with M&M Waste Inc. (Atlanta, GA), to provide scrap metal recycling services for Fulton County facilities. This is a revenue generating contract. 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 or 60 days if the contract term is six (6) months or less.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background This is a revenue generating contract, and the County must adhere to state law regarding disposal of scrap metal. The Georgia law stipulates that scrap metal must be discarded in accordance with Environmental Protection Agency (EPA) guidelines.

DREAM will coordinate and manage the collection of obsolete equipment designated for surplus and scrap metal from all County Departments.

Scope of Work: The Scope of Work also includes but not limited to the following concept for scrap metal removal:

1. The contractor will pick up accumulated scrap metal for recycling and will provide and service commercial/industrial collection containers which would be needed on both a permanent and temporary basis at various Fulton County locations as required.

2. The collection containers shall be the forty (40) cubic yard, open-top, roll-off, or trailer type. When a service call is placed to empty/replace/remove container, vendor must respond within twenty-for (24) hours from time of call.

3. The County generates a variety of scrap metals including copper, aluminum, brass, stainless steel, steel, cast iron and others. The vendor shall furnish all labor, materials, insurance, equipment, tools, supervision, and incidentals necessary to accomplish the work in this specification and shall be responsible for disposal of all material in a manner that conforms to local, state, and national codes.

The revenue percent for each scrap metal item as below:

	Description	Revenue Percentage (%) of AMM Index Published
1	Ferrous Metal	70
2	Copper	60
3	Aluminum	30
4	Stainless Steel	60
5	Brass	80

Community Impact: This is necessary to maintain a safe, environmental protection for the patrons and employees in County facilities.

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

We anticipated the scrap metal removal efforts to maintain the same as the previous year average (between $10,000.00 - $11,000.00) from FY2024, and we anticipate/or expect the same approximate revenue for FY2025.

Project Implications: This contract is critical for the removal scrap metal from countywide agencies.

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

Department Issues/Concerns: If this renewal contract is not approved, the County will not be able to provide scrap metal removal services and generate revenue for the County.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0743	11/1/23	Revenue Generating
1st Renewal			Revenue Generating
Total Revised Amount			Revenue Generating

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

Contract Value: **$Revenue Generating**

Prime Vendor: **M&M Waste, Inc.**
Prime Status: **White Female Business Enterprise**
Location: **Atlanta, GA**
County: **Fulton County**
Prime Value: **$Revenue Generating**

Total Contract Value: **$Revenue Generating**
Total Certified Value: **$Revenue Generating**

Exhibits Attached

Exhibit 1: Contract Renewal Agreement
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:	Revenue Generating
Previous Adjustments:	$0.00
This Request:	Revenue Generating
TOTAL:	Revenue Generating

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

Revenue will be deposited into 100-520-5201-6460: General, Real Estate & Asset Mgmt

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: CPR Memo

Would you select/recommend this vendor again?
Yes

Report Period Start: **N/A**
Report Period End: **N/A**

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 23TB138800C-MH

BID/RFP# TITLE: Scrap Metal Removal

ORIGINAL APPROVAL DATE: 11/1/2023

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

RENEWAL OPTION #: 1 **OF** 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: Revenue Generating

COMPANY'S NAME: M & M Waste, Inc.

ADDRESS: 1328 Lakewood Ave SE

CITY: Atlanta

STATE: GA

ZIP: 30315

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: 21ITB129983C-MH

FULTON COUNTY, GEORGIA	**M & M WASTE, INC.**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Susan Weinstein** **CEO**
ATTEST:	**ATTEST:**
Tonya R. Grier **Clerk to the Commission**	**Secretary/** **Assistant Secretary**
(Affix County Seal)	**(Affix Corporate Seal)**
AUTHORIZATION OF RENEWAL:	**ATTEST:**
Joseph N. Davis, Director **Real Estate and Asset Management**	**Notary Public**
	County:_____
	Commission Expires: _____
	(Affix Notary Seal)

ITEM#: _____ RCS: _____ **REGULAR MEETING**	**ITEM#: _____2ND RM: _____** **SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM JD

DATE: September 11, 2024

SUBJECT: Contractor's Performance Report – M & M Waste, Inc.- Scrap Metal Removal Services – #23ITB138800C-MH

The Contractor listed below has not been established as a contractor/vendor in BidNet for the Scrap Metal Removal due to the new Contract Agreement just been established cause for no performance evaluation for the past two evaluation periods (Jan-Mar & April-June) of FY2024. Once the 3rd evaluation period (July-Sep) ends, then a complete performance evaluation will be done by the Department representative (Contract Administrator/Project Manager).

PROJECT: Scrap Metal Removal

PROJECT NO.: 23ITB138800C-MH

CONTRACTOR: M&M Waste Inc.
1328 Lakewood Ave SE
Atlanta, GA 30315

POC: Ryan Weinstein

PHONE: (404) 964-5124

EMAIL: ryanw@mandmwaste.com

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

JD/TD/JA/kf

C: Tim Dimond, Deputy Director, DREAM
John Adams, DREAM Administrator
Harry Jordan, Contract Administrator, DREAM

Contract Renewal Evaluation Form

Date:	**September 10, 2024**
Department:	**Real Estate and Asset Management**
Contract Number:	**23ITB138800C-MH**
Contract Title:	**Scrap Metal Removal**

Instructions:

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

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

   This service cannot afford to be reduced because we *do* not have any alternative resources to get this service done. This contract furnishes all materials, labor, tools, equipment, and appurtenances necessary to provide scrap metal removal services for Fulton County. This contract allows the County to adhere to state law regarding disposal of scrap metal. Georgia law stipulates that scrap metal must be discarded in accordance with Environmental Protection Agency (EPA) guidelines.

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:

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 in accordance with Purchasing Code Selection 102-373, Competitive Sealed Bids.

☐ **Market Survey of other jurisdictions:**

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

Explanation / Notes:

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

3. **What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?**
FY2024 The County has collected $9,347.30 as of 9/11/2024
FY2023 The County received revenue of 2,104.56
FY2022 The County received no revenue as of 7/18/2022
FY2021 The County received revenue of $4,563.70
FY2020 The County received no revenue due to COVID-19.

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

Was it part of the initial contract?	☒ **Yes**	☐ **No**
Date of last purchase:	Click here to enter a date.	
Price paid:	Click here to enter text.	
Inflation rate:	Click here to enter text.	
Adjusted price:	Click here to enter text.	
Percent difference between past purchase price and renewal price:	Click here to enter text.	

Explanation / Notes:

Click here to enter text.

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

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

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

   If this renewal contract is not approved, the County will not be able to provide scrap metal removal services with revenue generating. This contract allows the County to adhere to state law regarding disposal of scrap metal. Georgia law stipulates that scrap metal must be discarded in accordance with Environmental Protection Agency (EPA) guidelines.

John Adams John Adams, Contract Administrator	September 11, 2024
Prepared by	**Date**
JD Joseph N. Davis, Director	September 12, 2024
Department Head	**Date**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0704 **Meeting Date:** 11/6/2024

Department
Real Estate and Asset Management

Requested Action
Request approval to renew an existing contract - Department of Real Estate and Asset Management, 23ITB071323C-MH, Septic Tank and Grease Trap Maintenance Services Countywide in an amount not to exceed $45,000.00 with Darling Ingredients, Inc. (Atlanta, GA), to provide septic tank and grease trap maintenance services on an as needed basis for Fulton County. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

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

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: This contract furnishes all labor, materials, equipment, tools, equipment, and appurtenances necessary to pump, transport and dispose of waste from septic tanks and grease traps on an “as needed” basis for Fulton County.

Scope of Work: The Scope of Work consist of, but not limited to:

- Fully pump out the exterior grease trap and/or septic tank.
- Scrape all interior walls of the grease trap and remove the debris and residue, steam clean if applicable.
- In accordance with all applicable laws, regulations, and local ordinances, properly dispose of the grease trap and /or septic contents.
- Where an interior grease trap exists, perform the same maintenance, as mentioned in ITB, on the interior grease trap.
- Provide septic pumping every (six) months or weekly according to locate city ordinance
- All tanks must be thoroughly cleaned by using mechanical and as needed manual labor removing all sludge.
- All work must be performed in such a manner as not to inconvenience building occupants.
- Secure and pay for all permits, inspections, and licenses necessary for the execution of their work.

This service allows the County to be compliant with the City of Atlanta Grease Management Ordinance 154-297. If this contract is not approved, the County would be in violation of a City of Atlanta ordinance that regulates this service and requires the pumping of grease traps on a weekly basis.

Community Impact: The overall impact on the community health would be unsanitary conditions throughout the county if waste is not properly disposed of in accordance with the laws, regulations, and local ordinances.

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

The requested spending authority in the amount of $45,000.00 is sufficient to cover the costs for labor, materials, equipment, and repairs for FY2025.

Project Implications: The Contractor secures and pays for all permits, inspections, and licenses necessary for the execution of this work. The septic pumping is done according to the set city ordinan ce 154-297.

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

Department Issues/Concerns: If this renewal contract is not approved, the County would be in violation of a City of Atlanta ordinance that regulates this service and requires the pumping of grease traps on a weekly basis.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	102-369	4/22/24	$45,000.00
1st Renewal			**$45,000.00**

Total Revised Amount			$90,000.00

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

Contract Value: **$45,000.00**

Prime Vendor: **Darling Ingredients, Inc.**
Prime Status: **Non-Minority**
Location: **Atlanta, GA**
County: **Cobb County**
Prime Value: **$45,000.00 or 100.00%**

Total Contract Value: **$45,000.00 or 100.00%**
Total Certified Value: **$0.00 or 0.00%**

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

Exhibit 1: Contract Renewal Agreement
Exhibit 2: 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:	$45,000.00
Previous Adjustments:	$0.00
This Request:	$45,000.00
TOTAL:	$90,000.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5220-1116: General, Real Estate and Asset Management, Building Maintenance- $45,000.00 “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:	**Renewal/Extension Terms**: One renewal option remains.

Overall Contractor Performance Rating: 91

Would you select/recommend this vendor again?
Yes

Report Period Start:	**Report Period End:**
7/1/2024	**9/30/2024**

FULTON COUNTY

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 23ITB071323C-MH

BID/RFP# TITLE: Septic Tank and Grease Trap Maintenance Services Countywide

ORIGINAL APPROVAL DATE: 3/20/2024

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

RENEWAL OPTION #: 1 **OF** 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $45,000.00

COMPANY'S NAME: Darling Ingredients, Inc.

ADDRESS: 5076 Nifda Drive SE

CITY: Atlanta

STATE: GA

ZIP: 30339

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	DARLING INGREDIENTS, INC.
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**David Torrence** **Office 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: _____ **RECESS MEETING**	**ITEM#: _____2nd RM: _____** **SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E10
Project	Septic Tank and Grease Trap Maintenance Services Countywide
Project Number	20ITB125925C-CG
Supplier	Darling Ingredients Inc
Supplier Project Contact	Vivian Vinnacombe (preferred language: English)
Performance Program	Professional Services
Evaluation Period	07/01/2024 to 09/30/2024
Effective Date	10/01/2024
Evaluation Type	Formal
Interview Date	10/01/2024
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	10/01/2024 09:54 AM EDT
Completion Date	10/01/2024 09:54 AM EDT
Evaluation Score	91

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT **17/20**

Rating

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

Comments *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 **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 **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:	**July 31, 2024**
Department:	**Department of Real Estate and Asset Management**
Contract Number:	**23ITB071323C-MH**
Contract Title:	**Septic Tank & Grease Trap Maintenance Services Countywide**

Instructions:

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

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

   This service cannot afford to be reduced because we do not have any alternative resources to get this service done. This contract provides labor, equipment, material and appurtenances necessary to pump, transport and dispose of waste from septic tanks and grease traps for Fulton County facilities in accordance with all applicable laws, regulations, and local ordinances, properly dispose of the grease trap and /or septic contents. There is a total of one (1) septic tank and 19 grease traps located in Fulton County facilities.

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

   ☐ **Internet search of pricing for same product or service:**

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

Explanation / Notes:

The prices for septic tank and grease trap maintenance services do reflect the current market. 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 in accordance with Purchasing Code Selection 102-373, Competitive Sealed Bids.

☐ **Market Survey of other jurisdictions:**

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

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?**
FY2024 The County allocated expenditures as of 7/31/2024, $0.00
FY2023 The County spent $20,955.00
FY2022 The County spent $18,431.00
FY2021 The County spent $14,566.00
FY2020 The County spent $13,575.00

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.**

   This service cannot be performed in-house because the DREAM does not have required equipment to pump, transport and dispose of waste from septic tanks and grease traps according to city ordinance. The Contractor secures and pays for all permits, inspections and licenses necessary for the execution of this work.

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

   If this contract renewal is not approved, the County would be in violation of a City of Atlanta ordinance that regulates this service and requires the pumping of grease traps on a weekly basis. This could cause these facilities to be shut down. This service allows the County to be in compliance with the City of Atlanta Grease Management Ordinance 154-297.

Willie Perryman
Willie Perryman, Bldg. Maintenance Mgr.
Wardell Prothro, Plumber Supervisor — September 27, 2024

Prepared by — **Date**

JD
Joseph N. Davis, Director — September 30, 2024

Department Head — **Date**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0705 **Meeting Date:** 11/6/2024

Department
Real Estate and Asset Management

Requested Action
Request approval to renew an existing contract - Department of Real Estate and Asset Management, 23ITB13887CJNJ, Towing and Wrecker Services for County Fleet in the amount not exceed $60,000.00, with CSS Transportation LLC (Smyrna, GA), to provide towing and wrecker services for the County fleet. 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
In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date, or 60 days if the contract term is six (6) months or less.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: This contract will provide towing services, tire changing, lockout assistance and battery charging/starting services to the County's fleet 24 hours a day, 7 days per week to include the surrounding Metropolitan Atlanta area.

Scope of Work: The category of vehicles are as follows:

- Light-duty tow truck with the capacity to tow a vehicle with a combined gross vehicle weight of

14,000 pounds or less.
- Medium-duty tow truck with the capacity to tow a vehicle with a combined gross vehicle weight of 10,001 to 25,999 pounds or less.
- Heavy-duty tow truck with the capacity to tow a vehicle with a combined gross vehicle weight of 26,000 pounds or heavier.

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 $60,000.00 is sufficient to cover the costs for towing and wrecker services for Fulton County fleet for FY2025.

Project Implications: This contract requires specialty tools, equipment, training, and skills. Towing and wrecker services for County fleet will not be performed in a timely or cost-effective manner if this contract is not approved.

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

Department Issues/Concerns: If this renewal contract is not approved, the Department cannot provide towing and wrecker services for County fleet vehicles.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0954	12/20/2023	$60,000.00
1st Renewal			**$60,000.00**
Total Revised Amount			$120,000.00

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

Contract Value: **$60,000.00**
Prime Vendor: **CSS Transportation LLC**
Prime Status: **Non-Minority**
Location: **Smyrna, GA**
County: **Cobb County**
Prime Value: **$60,000.00 or 100.00%**

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

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

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

Agenda Item No.: 24-0705 **Meeting Date:** 11/6/2024

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:	$60,000.00
Previous Adjustments:	$0.00
This Request:	$60,000.00
TOTAL:	$120,000.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

700-520-5223-1710: General, Real Estate and Asset Management, - $60,000.00 “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:	**Renewal/Extension Terms**: One renewal option remains

Agenda Item No.: 24-0705 **Meeting Date:** 11/6/2024

Overall Contractor Performance Rating: 75

Would you select/recommend this vendor again?
Yes

Report Period Start:	Report Period End:
7/1/2024	**9/30/2024**

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 23ITB138872C-JNJ

BID/RFP# TITLE: Towing and Wrecker Services for County Fleet

ORIGINAL APPROVAL DATE: 12/20/2023

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

RENEWAL OPTION #: 1 **OF** 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $60,000.00

COMPANY'S NAME: CSS Transportation LLC

ADDRESS: 4860 Martin Court SE, Suite 200

CITY: Smyrna

STATE: Georgia

ZIP: 30082

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:

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	**CSS TRANSPORTATION LLC**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Chris Slaughter** **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: _____ **RECESS MEETING**	**ITEM#: _____ 2nd RM: _____** **SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E2
Project	Towing & Wrecker Services for County Fleet
Project Number	23ITB138872C-JNJ
Supplier	CSS Transportation
Supplier Project Contact	Chris Slaughter (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	07/01/2024 to 09/30/2024
Effective Date	10/02/2024
Evaluation Type	Formal
Interview Date	10/02/2024
Expectations Meeting Date	10/02/2024
Status	Completed
Publication Date	10/02/2024 10:44 AM EDT
Completion Date	10/02/2024 10:44 AM EDT
Evaluation Score	75

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 CSS Transportation provides good service in a timely manner.

TIMELINESS OF PERFORMANCE **17/20**

Rating

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

Comments The vendor responds well within the expected timeframe upon receiving a service request.

BUSINESS RELATIONS **14/20**

Rating

Satisfactory: Response to inquiries and/or technical, service, administrative issues is consistently effective.

Comments The support staff at CSS Transportation is timely with invoices for services rendered,

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 CMF is very satisfied with the services provided by CSS Transportation.

COST CONTROL **10/20**

Rating

Needs Improvement: Contract pricing issues are only identified by User Department and require User Department resources to resolve; corrections not resolved in timely manner.

Comments CMF staff has noted several invoices with incorrect charges. I would ask CSS to review invoices prior to submission.

GENERAL COMMENTS

Comments *Not Specified*

Contract Renewal Evaluation Form

Date:	**September 17, 2024**
Department:	**Real Estate and Asset Management**
Contract Number:	**23ITB138872C-JNJ**
Contract Title:	**Towing and Wrecker Services**

Instructions:

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

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

   We cannot be reduced this Scope of Work because we do not have the in-house capabilities of required equipment, tools, skills, and in-house staff to provide this service. This contract provides towing services, tire changing, lock out assistance and battery charging/starting services to the County's fleet on an "as-needed" basis for 24 hours a day, 7 days per week inside and outside Metropolitan Atlanta area to any of Fulton County Facility.

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:

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 in accordance with Purchasing Code Selection 102-373, Competitive Sealed Bids.

☐ **Market Survey of other jurisdictions:**

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

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?**
FY2024 The expenditures as of 9/17/2024, $7,893.45
FY2023 The County spent $37,050.10
FY2022 The County spent $20,258.00
FY2021 There were no expenditures
FY2020 There were no previous expenditures

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

Was it part of the initial contract? ☐ **Yes** ☒ **No**

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

Explanation / Notes:

Click here to enter text.

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

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

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

   If this renewal contract is not approved, the Department cannot provide towing and wrecker services for County fleet vehicles and equipment.

Kier Freeman Kier Freeman, Fleet Manager	September 17, 2024
Prepared by	**Date**
Joseph Davis Joseph N. Davis, Director	September 18, 2024
Department Head	**Date**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0706 **Meeting Date:** 11/6/2024

Department
Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to amend an existing contract - Finance Department, 20RFP110320C-CG, GASB 75 Actuarial Consulting Services to resolve conflicting language regarding renewal terms; and request to thereafter renew the amended contract in an amount not to exceed $27,000.00 with The Segal Company (Atlanta, GA) to provide GASB 75 actuarial services. This action corrects a scrivener's error and exercises the fourth of four renewal options. No renewal options remain. Effective dates: January 1, 2025 to 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 request is to renew the contract for GASB 75 actuarial services. These services are only required every other year to meet GASB reporting standards.

Scope of Work: Finance recommends approval of this contract, which provides actuarial services to comply with the Governmental Accounting Standards Board which oversees accounting principles applicable to all state and local governments in the United States. Standard No. 75 requires a

biennial actuarial analysis of Fulton County's offer of health care and life insurance to eligible retired employees. In order to ensure the County continues to receive unmodified audit opinions, the County would disclose this updated actuarially determined information in the annual audited financial statements. Fiscal 2025 is the "on" year, which requires analysis of the other post-employment benefits as of 12/31/24.

Community Impact: None

Department Recommendation: Recommend approval

Project Implications: Ensures compliance with GASB standards for governmental financial reporting.

Community Issues/Concerns: None

Department Issues/Concerns: None

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0164	3/3/2021	$25,000.00
1st Renewal	21-0991	12/15/2021	$.00
2nd Renewal	22-0842	10/19/2022	$26,000.00
3rd Renewal	23-0740	9/18/2023	$.00
First Amendment			$.00
4th Renewal			**$27,000.00**
Total Revised Amount			$78,000.00

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

Contract Value: **$27,000.00**

Prime Vendor: **Segal Consulting LLC**
Prime Status: **Non-Minority**
Location: **Atlanta, GA**
County: **Fulton County**
Prime Value: **$27,000.00 or 100.00%**

Total Contract Value: **$27,000.00 or 100.00%**
Total Certified Value: **$-0-**

Agenda Item No.: 24-0706 **Meeting Date:** 11/6/2024

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

Exhibit 1: Contract Amendment
Exhibit 2: Contract Renewal Agreement
Exhibit 2: Contract Renewal Evaluation
Exhibit 3: Performance Evaluation

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

Hakeem Oshikoya, Finance Director 404-612-7641

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$25,000.00
Previous Adjustments:	$26,000.00
This Request:	$27,000.00
TOTAL:	$78,000.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

100-999-S200-1226 General, Non-Agency, Audit-Financial Special-$27,000.00, pending approval in the FY 2025 Budget.

Key Contract Terms

Agenda Item No.: 24-0706 **Meeting Date:** 11/6/2024

Start Date: 1/1/2025	**End Date:** 12/31/2025
Cost Adjustment: $27,000.00	**Renewal/Extension Terms**: renewals remain

Overall Contractor Performance Rating: 70

Would you select/recommend this vendor again?
Yes

Report Period Start:	**Report Period End:**
10/1/2023	**12/31/2024**

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: The Segal Group, Inc.

Contract No. 20RFP110320C-CG, GASB 75 Actuarial Services

Address: 2727 Paces Ferry Rd SE
Ste1400
City, State Atlanta, GA 30339

Telephone: (443) 690-6824

E-mail: rburrell@segalco.com

Contact: Robert Burrell
Vice President

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with The Segal Group, Inc. ("Segal") to provide GASB 75 actuarial services effective January 1, 2021, on behalf of the Department of Finance ("Contract"); and

WHEREAS, the Contract has been renewed annually; and

WHEREAS, the County wishes to renew the Contract for the final term of January 1, 2025 through December 31, 2025, but the Contract contains a scrivener's error that could be interpreted to disallow renewals past December 31, 2024; and

WHEREAS, the County and Segal wish to correct the scrivener's error to remove the potential for the term to be misinterpreted; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on [Insert Board of Commissioners approval date and item number].

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

This Amendment No. 1 to Form of Contract is effective as of the ___day of _____, 20__, between the County and Segal, 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. Paragraph (b) "Renewal Terms" in Article 8 "Multi-Year Contract Term" shall be

stricken in its entirety and replaced with the following language:

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) two-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for each calendar year with each Renewal Term. If approved by the County Board of Commissioners annually, the First Renewal Term shall begin on the 1st day of January, 2022 and shall end no later than the 31st day of December, 2023. If approved by the County Board of Commissioners annually, the Second Renewal Term shall begin on the 1st day of January, 2024 and shall end, if approved by the Board of Commissioners for both annual terms, no later than the 31st day of December, 2025. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

2. **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.

3. **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

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:

Hakeem Oshikoya, Director
Department of Finance

CONSULTANT:

THE SEGAL GROUP, INC.

Robert Burrell
Vice President

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____	**ITEM#: _____ 2ND RM: _____**
REGULAR MEETING	**SECOND REGULAR MEETING**

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Finance

BID/RFP NUMBER: 20RFP110320C-CG

BID/RFP TITLE: 75 GASB Actuarial Consulting

ORIGINAL APPROVAL DATE: March 3, 2021

RENEWAL EFFECTIVE DATES: January 1, 2025

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $27,000.00

COMPANY'S NAME: Segal Consulting, LLC

ADDRESS: 1800 M Street NW

CITY: Washington

STATE: DC

ZIP: 20036

This Renewal Agreement No. 2 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	**SEGAL CONSULTING, LLC**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**[Insert name]** **[Insert title]**
ATTEST:	**ATTEST:**
Tonya R. Grier **Clerk to the Commission**	**Secretary/** **Assistant Secretary**
(Affix County Seal)	**(Affix Corporate Seal)**
AUTHORIZATION OF RENEWAL:	**ATTEST:**
Hakeem Oshikoya, Director **Department of Finance**	**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:	**October 14, 2024**
Department:	Finance
Contract Number:	20RFP110320C-CG
Contract Title:	GASB 75 Actuarial 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.**

   Click here to enter text. **This service was bid out in 2020 which contained only required Governmental Accounting Board standards for financial disclosure in the request for proposal.**

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

   ☐ **Internet search of pricing for same product or service:**

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

Explanation / Notes:

The item was bid via an RFP process last year. Of note, this service is only required every other year. The initial contract contemplates three “on” years, and two “off” years, which required more renewal periods than normal. Services performed in fiscal 2025 for the $27,000 will be required to produce required financial disclosures for the Fiscal 2024 audited financial statements, and is the last year available under this contract.

☐ **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:	**N/A**
Are they aware of any new vendors?	☐ **Yes** ☐ **No**
Are they aware of a reduction in pricing in this industry?	☐ **Yes** ☐ **No**
How does pricing compare to Fulton County's award contract?	Click here to enter text.

Explanation / Notes:

Click here to enter text.

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

Click here to enter text.

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

   Service has been completed for the 1st year work for Segal will be the full amount of the 1st year contract of $26,000 – which was paid by 12/31/2023. No work or payments were required for fiscal 2024, this renewal is for the last year of this contract.

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:	2021
Price paid:	**$26,000 by 12/31/2023 for FY 2022**
Inflation rate:	Click here to enter text.
Adjusted price:	**$27,000 for year ending 12/31/2025 for FY 2024**
Percent difference between past purchase price and renewal price:	**N/A**

Explanation / Notes:

$27,000 was the price bid for the 3rd year of the renewal, If accepted for fiscal year 2024.

5. **Is this a seasonal item or service?** ☐ **Yes** ☒ **No**
6. **Has an analysis been conducted to determine if this service can be performed in-house?** ☐ **Yes** ☒ **No** **If yes, attach the analysis.**

The GASB analysis required a licensed actuary, and is beneficial to be done by independent third party.

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

Performance Evaluation Details

ID	E5
Project	GASB 75 Actuarial Services
Project Number	20RFP110320C-CG
Supplier	Segal
Supplier Project Contact	Herbert Afful (preferred language: English)
Performance Program	Professional Services
Evaluation Period	10/01/2023 to 12/31/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Draft
Evaluation Score	70

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 **14/20**

Rating

Satisfactory: Project Management. Acceptable understanding of project objectives, risks and Contract requirements with some direction required from the User Department.

Comments No work was required for this contract during 2024, as was the "off year for the actuarial work required

SCHEDULE **14/20**

Rating

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

Comments No work was required for this contract during 2024, as was the "off year for the actuarial work required

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 No work was required for this contract during 2024, as was the "off year for the actuarial work required

COMMUNICATIONS AND CO-OPERATION **14/20**

Rating

Satisfactory: Satisfactory response to the User Department's requests and changes; Consultant involved in developing solutions and ensures prompt and appropriate action.

Comments No work was required for this contract during 2024, as was the "off year for the actuarial work required

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS **14/20**

Rating

Satisfactory: Issues of compliance with Contract documents were resolved in a timely manner to the the User Department's satisfaction.

Comments No work was required for this contract during 2024, as was the "off year for the actuarial work required

GENERAL COMMENTS

Comments No work was required for this contract during 2024, as was the "off year for the actuarial work required

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0707 **Meeting Date:** 11/6/2024

Department
Library

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew an existing contract - Fulton County Public Library System, 24ITBC141418B-RT, Auburn Avenue Research Library, in an amount not to exceed $60,858.27 with Yankee Book Peddler Inc., dba Gobi Library Solutions from EBSCO (Contoocook, NH) to provide research material for Auburn Avenue Research Library patrons. This exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, to 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)*
Arts and Libraries

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: This request will provide special books to the Auburn Avenue Research Library. The vendor has sufficient inventory to provide books for Auburn Avenue Research Library on the history, culture, and politics of peoples of African descent throughout the world, particularly in Africa, the Americas, and Europe.

Scope of Work: The vendor will provide scholarly publications on the African, African American, and

African Diaspora experience for the Auburn Avenue Research Library on African American Culture and History (AARL).

Community Impact: Approving this action will provide citizens of Fulton County with a selection and quantities of books not found at any other branch location. Library patrons will have materials to support research on the African Diaspora, and other topics of interest regarding people of African descent.

Department Recommendation: The Fulton County Library System recommends approves the recommendation to renew this vendor.

Project Implications: There are no Project Implications.

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	§102-369	5/31/2024	$60,858.27
Renewal			**$60,858.27**
Total Revised Amount			$121,716.54

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

Contract Value: **$60,858.27**
Prime Vendor: **Yankee Book Peddler Inc. dba Gobi Lib Solutions**
Prime Status: **Non-Minority**
Location: **Contoocook, NH**
County: **Merrimack County**
Prime Value: **$60,858.27 or 100.00%**

Total Contract Value: **$60,858.27 or 100.00%**
Total Certified Value: **$-0-**

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)*

Jamar Parker, Financial Systems Manager 404-771-7578

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$60,858.27
Previous Adjustments:	$0.00
This Request:	$60,858.27
TOTAL:	$121,716.54

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

100-650-6565-1312; General Fund, Library, Library-Public Service Operations, Books-Library, $60,858.27

Key Contract Terms	
Start Date: January 1, 2025	**End Date:** 12/31/2025
Cost Adjustment:	**Renewal/Extension Terms**: One Renewal Option Remain

Agenda Item No.: 24-0707 **Meeting Date:** 11/6/2024

Overall Contractor Performance Rating: 100

Would you select/recommend this vendor again?
Yes

Report Period Start:	**Report Period End:**
8/22/2024	**9/1/2024**

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Fulton County Library System Library

BID/RFP NUMBER: 24ITBC141418B-RT

BID/RFP TITLE: Special Collections for the Auburn Avenue Research Library

ORIGINAL APPROVAL DATE: June 15, 2024

RENEWAL EFFECTIVE DATES: January 1, 2025

RENEWAL OPTION #:1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $60,858.27

COMPANY'S NAME: EBSCO INFORMATION SERVICES

ADDRESS: P.O. Box 204661

CITY: Dallas

STATE: Texas

ZIP: 75320-4661

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	EBSCO INFORMATION SERVICES
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Kate Hartnett** **VP Finance & Operations**
ATTEST:	**ATTEST:**
Tonya R. Grier **Clerk to the Commission**	**Secretary/** **Assistant Secretary**
(Affix County Seal)	**(Affix Corporate Seal)**
AUTHORIZATION OF RENEWAL:	**ATTEST:**
Gayle Holloman, Executive Director **Library**	**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:	**September 19, 2024**
Department:	Library
Contract Number:	24ITBC141418B
Contract Title:	Special Collections for the Auburn Library

Instructions:

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

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

   This contract is needs based. The Auburn library is a special library with an assorted collection based on specific requests. The amount spent each year is routinely less than the bid amount. There will not be an increase to this contract in the foreseeable future.

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:	Various prices for various titles. Prices are set based on market conditions and other factors.
Price found:	Items purchased are in new condition
Different features / Conditions:	Price changes are due to the age and demand of the product/item
Percent difference between internet price and renewal price:	Various prices for various titles. Prices are set based on market conditions and other factors.

Explanation / Notes:

Prices for items sought for this category have a variant based on the nature of the selection. Books sought are specialized and are not routine purchases by nature. There is not a large fluctuation in pricing as prices remain constant for most searches for material.

☐ **Market Survey of other jurisdictions:**

Date contacted:	September 1, 2024
Jurisdiction Name / Contact name:	**New York Public Library**
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:	Click here to enter text.
Are they aware of any new vendors?	☐ **Yes** ☒ **No**
Are they aware of a reduction in pricing in this industry?	☐ **Yes** ☒ **No**
How does pricing compare to Fulton County's award contract?	**Materials are in limited quantities**

Explanation / Notes:

Materials are sometimes borrowed from one library and loaned to another as books are sometime limited in quantities. In some occasions, only 1 book are limited editions are available.

☐ **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?**

   $42,0239.91

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:	September 1, 2023
Price paid:	Various amounts
Inflation rate:	N/A
Adjusted price:	N/A
Percent difference between past purchase price and renewal price:	**Books purchased are different from prior year purchases.**

Explanation / Notes:

Products purchased vary from year-to-year. Percent difference cannot be calculated

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.**

   Performing services in-house does not apply to this situation.

7. **What would be the impact on your department if this contract was not approved?**
   The Auburn library would not be able to purchase rare, limited, and unique items for its collection.

   Click here to enter text.

Performance Evaluation Details

ID	E2
Project	Auburn Avenue Research Library
Project Number	21ITBC0407B-EC
Supplier	EBSCO Information Services, LLC
Supplier Project Contact	Bowen Thagard (preferred language: English)
Performance Program	Professional Services
Evaluation Period	01/01/2023 to 03/31/2023
Effective Date	03/15/2024
Evaluation Type	Formal
Interview Date	03/01/2023
Expectations Meeting Date	03/01/2023
Status	Completed
Publication Date	03/15/2024 02:27 PM EDT
Completion Date	03/15/2024 02:27 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.: 24-0708 **Meeting Date:** 11/6/2024

Department
Library

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew an existing contract - Fulton County Library Systems, 24ITBC1288213B-PS, Library Non-book Materials (CD's, DVD's and Spoken Words Audio Materials) in an amount not to exceed $40,000.00 with Baker and Taylor LLC (Charlotte, NC) to provide non-book materials to all 34 library locations. 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 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)*
Arts and Libraries

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: This request will provide Non-book Materials (CD's, DVD's and Spoken Words Audio Materials) for Fulton County Library Systems. The vendor must have an online database of titles and must provide the FCLS access to this database at no charge, in order for the FCLS to search titles, submit orders, cancel orders, claim materials, and check status Selected vendor(s) must have an inventory large enough to supply multiple copies of requested titles to meet our 90% fill-rate within the specified turnaround time.

Scope of Work: This action allows the library to provide a wide selection of Non-book Materials (CD's, DVD's and Spoken Words Audio Materials) for Library patrons.

Community Impact: Fulton County citizens can access a wide variety of non-book media throughout the Fulton County Library System.

Department Recommendation: The Fulton County Library System recommends approves the recommendation to renew this vendor.

Project Implications: Fulton County is the largest county in Georgia. Not providing this service negatively impacts a wide range of Fulton County citizens in every Fulton area code.

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	24-0370	6/5/2024	$126,700.98
1st Renewal			$40,000.00
Total Revised Amount			$166,700.98

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

Contract Value: **$40,000.00**

Contract Value: **$40,000.00**
Prime Vendor: **Baker & Taylor, LLC**
Prime Status: **Non-Minority**
Location: **Charlotte, NC**
County: **Mecklenburg County**
Prime Value: **$40,000.00 or 100.00%**

Total Contract Value: **$40,000.00 or 100.00%**
Total Certified Value: **$-0-**

Exhibits Attached

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

Contact Information

Agenda Item No.: 24-0708 **Meeting Date:** 11/6/2024

Jamar Parker, Financial Systems Manager 404-771-7578

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$126,700.98
Previous Adjustments:	$0.00
This Request:	$40,000.00
TOTAL:	$166,700.98

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

100-650-6565-1312: General Fund, Library, Books-Library - $40,000.00

Key Contract Terms	
Start Date: 1/1/2025	**End Date:** 12/31/2025
Cost Adjustment:	**Renewal/Extension Terms**: One Renewal Option Remain

Overall Contractor Performance Rating: 100

Would you select/recommend this vendor again?
Yes

Report Period Start:	**Report Period End:**
1/1/2023	**1/8/2024**

Contract Renewal Evaluation Form

Date:	**September 23, 2024**
Department:	Library
Contract Number:	24ITBC1288213BPS
Contract Title:	Shelf Ready DVD, Poetry, Spoken Word, CD, Adult and Teen Material (Non-Book)

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 purchase of this commodity is needs based. The system supplies foreign material based on an algorithm which determines the suggested quantity. This is necessary to ensure that there is not a surplus of materials. This will also moderate the cost structure, reducing quantity to the optimal levels.

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

☐ **Internet search of pricing for same product or service:**

Date of search:	July 1, 2024
Price found:	Various prices for various titles
Different features / Conditions:	Items purchased in new condition
Percent difference between internet price and renewal price:	Price difference is nominal

Explanation / Notes:

Click here to enter text.

☐ **Market Survey of other jurisdictions:**

Date contacted:	September 1, 2024
Jurisdiction Name / Contact name:	Dekalb County Library System
Date of last purchase:	N/A
Price paid:	**Various prices for various items**
Inflation rate:	**N/A**

Adjusted price:	**N/A**
Percent difference between past purchase price and renewal price:	**Prices vary depending on the item purchased**
Are they aware of any new vendors?	☐ **Yes** ☒ **No**
Are they aware of a reduction in pricing in this industry?	☐ **Yes** ☒ **No**
How does pricing compare to Fulton County's award contract?	**Books purchased are different from prior year purchases.**

Explanation / Notes:

Other large jurisdictions who bid for services will use the same vendors who have the capacity to supply materials in large quantities. There are limited suppliers with the inventory to provide certain materials in bulk.

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

The market

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

   $68,000

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

   Was it part of the initial contract? ☐ **Yes** x **No**

Date of last purchase:	September 1, 2023
Price paid:	N/A
Inflation rate:	N/A
Adjusted price:	N/A
Percent difference between past purchase price and renewal price:	Materials purchased are different from prior year purchases.

Explanation / Notes:

Click here to enter text.

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

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

   Performing services in-house does not apply to this contract.

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

The library system would have to allocate funding from another resource to pay for non-book shelf ready materials. This stretching of funding dilutes the resources budgets and reduces allocated funding to other resources in this category.

Performance Evaluation Details

ID	E12
Project	Library Non-book Materials (CD’s, DVD’s and Spoken Words Audio Materials)
Project Number	21ITBC129236B-YJ
Supplier	Baker & Taylor LLC
Supplier Project Contact	Jennifer Rhyne (preferred language: English)
Performance Program	Professional Services
Evaluation Period	10/01/2023 to 12/31/2023
Effective Date	01/08/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	01/08/2024 08:23 AM EST
Completion Date	01/08/2024 08:23 AM EST
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*

CONTRACT RENEWAL AGREEMENT (R1)

DEPARTMENT: Library

BID/RFP NUMBER: 24ITBC1288213B-PS

BID/RFP TITLE: Library - Non Book Materials

ORIGINAL APPROVAL DATE: June 5, 2024

RENEWAL EFFECTIVE DATES: January 1, 2025

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS:2

RENEWAL AMOUNT: $40,000.00

COMPANY'S NAME: Baker & Taylor LLC

ADDRESS: 2810 Coliseum Centre Drive

CITY: Suite 300

STATE: NC

ZIP: 28217

This Renewal Agreement No. 2 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	**BAKER & TAYLOR LLC**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Lee Ann Queen** **Director-Pricing Services**
ATTEST:	**ATTEST:**
Tonya R. Grier **Clerk to the Commission**	**Secretary/** **Assistant Secretary**
(Affix County Seal)	**(Affix Corporate Seal)**
AUTHORIZATION OF RENEWAL:	**ATTEST:**
Gayle Holloman, Executive Director **Fulton County Library System**	**Jennifer B. Rhyne** **Notary Public**
	County:_____
	Commission Expires: _____
	(Affix Notary Seal)

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

CERTIFICATE OF INSURANCE

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0709 **Meeting Date:** 11/6/2024

Department
Library

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew an existing contract - Fulton County Library Systems, 21RFP0210B-EC, Shelf-Ready Books for Adults, Teens and Children and Lease Books for Adults in an amount not to exceed $800,000.00 with Baker and Taylor, Inc. to provide to provide adult, young adult, and children's books, and adult best-selling lease books. This action exercises the fourth of 4 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)*
Arts and Libraries

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: The current project is combining two different book categories into one. The first project is to purchase popular shelf-ready adult, teen, and children's books. The second project purchases lease books for adults of bestselling and high demand titles.

Scope of Work: This action allows the library to provide popular shelf-ready adult, teen, and children's books as well as the purchase of lease books for adults of best-selling and high demand

titles. These selections will be available throughout the 34 libraries in Fulton County. The cost of this plan covers cataloging, processing and shipping of the books as well as the books themselves. Selected vendor(s) must have an inventory large enough to supply multiple copies of requested titles to meet our 90% fill-rate within the specified turnaround time.

Community Impact: Not providing this service negatively impacts a wide range of Fulton County citizens in every Fulton area code.

Department Recommendation: The Fulton County Library System recommends approves the recommendation to renew this vendor.

Project Implications: Fulton County is the largest county in Georgia. Not providing this service negatively impacts a wide range of Fulton County citizens in every Fulton area code.

Community Issues/Concerns: There are no community issues.

Department Issues/Concerns: There are no departmental issues.

Contract Modification

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Award Amount	21-0458	6/16/2021	$800,000.00
1st Renewal	21-0952	12/21/2021	$800,000.00
2nd Renewal	22-0901	12/07/2022	$800,000.00
3rd Renewal	23-0815	11/15/2023	$800,000.00
Amendment No. 1	24-0092	2/7/2024	$263,888.96
4th Renewal			**$800,000.00**
Total Revised Amount			$4,263,888.96

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

Contract Value: **$800,000.00**

Prime Vendor: **Baker and Taylor, Inc.**
Prime Status: **Non-Minority**
Location: **Charlotte, NC**
County: **Mecklenburg**
Prime Value: **$800,000.00 or 100.00%**

Total Contract Value: **$800,000.00 or 100.00%**
Total Certified Value: **$0.00 or 0.00%**

Exhibits Attached

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

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

Jamar Parker, Financial Systems Manager 404-771-7578

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$800,000.00
Previous Adjustments:	$2,663,888.96
This Request:	$800,000.00
TOTAL:	$4,000,000.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

100-650-6565-1312 - General Fund, Library, Books-Library - $800,000.00

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

Agenda Item No.: 24-0709 **Meeting Date:** 11/6/2024

Overall Contractor Performance Rating: 100

Would you select/recommend this vendor again?
Yes

Report Period Start:	**Report Period End:**
4/30/2024	**7/30/2024**

Contract Renewal Evaluation Form

Date:	September 1, 2024
Department:	Library
Contract Number:	21RFP0210B-EC
Contract Title:	Shelf-Ready Books for Shelf-Ready Books for Adults

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 cost of these goods and services varies from year-to-year depending on the type of materials purchased. The library purchases a wide range of titles focusing on bestselling authors along with additional forms of media. Items are purchased on an as needed basis with limitations on quantities based on demand. The cost of the items is based on market value which varies depending on the author and popularity of the item.

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

☐ **Internet search of pricing for same product or service:**

Date of search:	July 1, 2024
Price found:	Various prices for various titles. Prices are set based on market conditions and other factors.
Different features / Conditions:	Items purchased are in new condition
Percent difference between internet price and renewal price:	Price changes are due to the age and demand of the product/item

Explanation / Notes:

Click here to enter text.

☐ **Market Survey of other jurisdictions:**

Date contacted:	September 1, 2024
Jurisdiction Name / Contact name:	**Dekalb Library System**

Date of last purchase:	Various dates
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?	☐ **Yes** ☒ **No**
Are they aware of a reduction in pricing in this industry?	☐ **Yes** ☒ **No**
How does pricing compare to Fulton County's award contract?	**Prices vary based on the demand and age of the product.**

Explanation / Notes:

Click here to enter text.

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

The current vendor has provided satisfactory services during the duration of the prior year and current contract.

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

$677,995.28

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:	**October 1, 2023**
Price paid:	Various amounts
Inflation rate:	N/A
Adjusted price:	N/A
Percent difference between past purchase price and renewal price:	Books purchased are different from prior year purchases.

Explanation / Notes:

Products purchased vary from year-to-year. Percent difference cannot be calculated

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.**
Performing services in-house does not apply to this contract.

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

The library system would have to allocate funding from another resource to pay shelf ready books and materials. This stretching of funding dilutes the resources budgets and will have a negative impact on other services provided in the resource budget.

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Library

BID/RFP NUMBER: 21RFP0210B-EC

BID/RFP TITLE: Shelf-Ready Books for Adults, Teens and Children and Lease Books for Adults

ORIGINAL APPROVAL DATE: June 16, 2021

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

RENEWAL OPTION #: 4 OF 4

NUMBER OF RENEWAL OPTIONS: 4

RENEWAL AMOUNT: $800,000.00

COMPANY'S NAME:Baker & Taylor LLC

ADDRESS: 2810 Coliseum Centre Drive

CITY: Suite 300

STATE: NC

ZIP: 28217

This Renewal Agreement No. 4 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

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

Gayle Holloman, Executive Director
Fulton County Library System

Baker & Taylor LLC

Lee Ann Queen
Director-Pricing Services

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

ITEM#:_____ RCS:_____ **REGULAR MEETING**	**ITEM#:_____ RM:_____** **SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E11
Project	Shelf-Ready Books for Adults, Teens and Children and Lease Books for Adults
Project Number	20RFP0210B-EC
Supplier	Baker & Taylor LLC
Supplier Project Contact	Jennifer Rhyne (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/30/2024 to 07/30/2024
Effective Date	08/05/2024
Evaluation Type	Formal
Interview Date	07/01/2024
Expectations Meeting Date	07/01/2024
Status	Completed
Publication Date	08/05/2024 09:00 AM EDT
Completion Date	08/05/2024 09:00 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 *Not Specified*

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0710 **Meeting Date:** 11/6/2024

Department
Library

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew an existing contract - Fulton County Library System - 22ITB0210B-EC, Shelf-Ready Foreign Language Books for Adults in the amount of $36,520.00 with Multi-Cultural Books and Video (Madison Heights, MI) to provide foreign language books in multiple languages to all 34 library locations. This action exercises the third of three renewal options. No renewal options remain. Effective dates: January 1, 2025, to 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)*
Arts and Libraries

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: The Fulton County Library System (FCLS) intends to contract with a vendor to provide shelf-ready foreign language books for adults for a two-year period with an option to renew the contract for two additional years. The purpose of this request is to provide the library with new materials and replacement copies of worn and grubby titles.

Scope of Work: The Library System desires fiction and non-fiction materials in all subject areas that are written in Hindi, Korean, Chinese, Farsi, Arabic and Russian. The vendor is to provide an

inventory of adult fiction and non-fiction (in all Dewey ranges) large enough to supply the range and languages of books described above. The library expects a fill-rate that meets or exceeds 90% of all items ordered.

Community Impact: There is no community impact.

Department Recommendation: The County recommends approval of this contract

Project Implications: There are no project implications if this is not approved.

Community Issues/Concerns: There are no Community Issues

Department Issues/Concerns: There are no Department Issues

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0385	04/19/2022	$36,520.00
1st Renewal	22-0898	12/07/2022	$36,520.00
2nd Renewal	23-0804	11/15/2023	$36,520.00
3rd Renewal			$36,520.00
Total Revised Amount			$146,080.00

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

Contract Value: **$36,520.00**

Prime Vendor: **Multi-Cultural Books and Video**
Prime Status: **Non-Minority**
Location: Madison Heights, MI
County: Oakland County
Prime Value: $36,520.00 or 100.00%

Total Contract Value: **$36,520.00 or 100.00%**
Total Certified Value: **$-0-**

Exhibits Attached

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

Agenda Item No.: 24-0710 **Meeting Date:** 11/6/2024

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

Jamar Parker, Financial Systems Manager, Fulton County Library System, 404-771-7578

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$36,520.00
Previous Adjustments:	$109,560.00
This Request:	$36,520.00
TOTAL:	$146,080.00

Grant Information Summary

Amount Requested:	N/A
Match Required:	N/A
Start Date:	N/A
End Date:	N/A
Match Account $:	N/A

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

Fiscal Impact / Funding Source

Funding Line 1:

100-650-6565-1312: General Fund, Library, Books-Library

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

Overall Contractor Performance Rating:100

Agenda Item No.: 24-0710 **Meeting Date:** 11/6/2024

Would you select/recommend this vendor again?
Yes

Report Period Start:	Report Period End:
4/1/2024	**6/3/2024**

Contract Renewal Evaluation Form

Date:	**September 23, 2024**
Department:	Library
Contract Number:	22ITB0210B-EC
Contract Title:	Shelf-Ready Foreign Language Books for Adults

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 purchase of this commodity is needs based. The system supplies foreign material based on an algorithm which determines the suggested quantity. This is necessary to ensure that there is not a surplus of materials. This will also moderate the cost structure reducing quantity to the optimal levels.

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

   ☐ **Internet search of pricing for same product or service:**

Date of search:	July 1, 2024
Price found:	**Various prices for various titles**
Different features / Conditions:	**Items purchased in new condition**
Percent difference between internet price and renewal price:	**Price difference is nominal**

Explanation / Notes:

Click here to enter text.

☐ **Market Survey of other jurisdictions:**

Date contacted:	September 1, 2024
Jurisdiction Name / Contact name:	Dekalb County Library System
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:	Items purchased from year-to-year are not the same.
Are they aware of any new vendors?	☐ **Yes** ☒ **No**
Are they aware of a reduction in pricing in this industry?	☐ **Yes** ☒ **No**
How does pricing compare to Fulton County's award contract?	**Prices are similar because other jurisdictions routinely purchase from the same vendors.**

Explanation / Notes:

Other large jurisdictions who bid for services will use the same vendors who have the capacity to supply materials in large quantities. There are limited suppliers with the inventory to provide certain materials in bulk.

☐ **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?**

   $8,970

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:	September 1, 2023
Price paid:	N/A
Inflation rate:	N/A
Adjusted price:	N/A
Percent difference between past purchase price and renewal price:	Books purchased are different from prior year purchases.

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.**
Performing services in-house does not apply to this contract.

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

The library system would have to allocate funding from another resource to pay for shelf ready foreign language books. This stretching of funding dilutes the resources budgets and reduces allocated funding to other resources in this category.

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Library

BID/RFP NUMBER: 22ITB0210B-EC

BID/RFP TITLE: Shelf-Ready Foreign Language Books for Adults

ORIGINAL APPROVAL DATE: June 1, 2022

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

RENEWAL OPTION #: 3 OF 3

NUMBER OF RENEWAL OPTIONS: 3

RENEWAL AMOUNT: $36,520.00

COMPANY'S NAME: Multi- Cultural Books and Video

ADDRESS: 30007 John R Road

CITY: Madison Heights

STATE: MI

ZIP: 40871

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	**MULTI- CULTURAL BOOKS AND VIDEO**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Rakesh Kumar** **President**
ATTEST:	**ATTEST:**
Tonya R. Grier **Clerk to the Commission**	**Secretary/** **Assistant Secretary**
(Affix County Seal)	**(Affix Corporate Seal)**
AUTHORIZATION OF RENEWAL:	**ATTEST:**
Gayle Holloman, Executive Director **Library System**	**Notary Public**
	County:_____
	Commission Expires: _____
	(Affix Notary Seal)

ITEM#: _____ RM: _____ **REGULAR MEETING**	**ITEM#: _____ 2ND RM: _____** **SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E6
Project	Shelf-Ready Foriegn Language Books for Adults
Project Number	22ITB0210B-EC
Supplier	Multi-Cultural Books & Videos
Supplier Project Contact	Joel Samuel (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	07/29/2024
Evaluation Type	Formal
Interview Date	04/01/2024
Expectations Meeting Date	06/03/2024
Status	Completed
Publication Date	07/29/2024 10:13 AM EDT
Completion Date	07/29/2024 10:13 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 *Not Specified*

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0711 **Meeting Date:** 11/6/2024

Department
Senior Services

Requested Action
Request approval to renew an existing contract - Department of Senior Services, 23ITB125742A-BKJ, Swimming Pool Maintenance Services in an amount not to exceed $130,000.00 with United Pool Maintenance, LLC (Roswell, GA) to provide pool maintenance, repair, and preventive maintenance for all four Senior Multipurpose Facilities. 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
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
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 contract will provide monthly maintenance and repairs of the four senior multipurpose facility pools and all related equipment to support participant health and safety.

Scope of Work: The contract provides comprehensive preventive maintenance and repair services for Fulton County swimming pools located at Dorothy C. Benson Senior Multipurpose Facility, Harriett G. Darnell Senior Multipurpose Facility, HJC Bowden Senior Multipurpose Facility, and Helene S. Mills Senior Multipurpose Facility.

The scope of work includes all labor, parts, equipment, transportation, and materials necessary to perform the required duties, including but not limited to:
(1) Chemical treatment for pool systems to keep water balance, clarity, pH, and overall water quality to meet the standards and requirements of the Fulton County Health Department.

(2) Provide on-site service and maintenance at least twice a week to the chemical treatment systems, pumps, or other automatic feeding systems, strainers, filters, heaters, and other mechanical systems to ensure proper level and chemical balance for pool operations.

(3) Calibrate automatic feed systems.

Community Impact: Proper maintenance and operations of pools enables the Department of Senior Services to provide quality aquatics programs which entail a range of recreational, athletic, therapeutic, and enrichment activities while promoting wellness and healthy lifestyles to the senior adults of Fulton County.

Department Recommendation: The department recommends approval.

Project Implications: This contract requires professional licenses, equipment, and technician skills to perform preventive swimming pool maintenance and repairs. This contract is needed to ensure the health and safety of the four multipurpose facility pools by providing weekly chemical treatments of pool water systems, monthly on-site preventive and corrective maintenance services, and oversight of any repairs and replacements identified during the operational onsite inspections.

Community Issues/Concerns: The Department is not aware of any issues/concerns regarding this request.

Department Issues/Concerns: If this contract is not approved, the Department would not have the capacity to provide the necessary pool services, such as the labor, skill, and equipment to perform the required corrective pool maintenance and repairs, which could result in the closure of all pools located in the four multipurpose facilities.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0207	3/20/2024	$109,824.00
1st Renewal			**$130,000.00**
Total Revised Amount			$239,824.00

Contract & Compliance Information

Contract Value: **$130,000.00**

Prime Vendor: **United Pool Maintenance**

Prime Status: **Non-Minority**
Location: **Roswell, GA**
County: **Fulton County**
Prime Value: **$130,000.00 or 100.00%**
Subcontractor: **None**

Total Contract Value: **$130,000.00 or 100.00%**
Total Certified Value: **$0.00**

Exhibits Attached

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

Contact Information

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

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount:	$109,824.00
Previous Adjustments:	$0.00
This Request:	$130,000.00
TOTAL:	$239,824.00

Fiscal Impact / Funding Source

Funding Line 1:

100-183-183S-1160: General Funds, Senior Services, Professional Services - $26,400.00

Funding Line 2:
100-183-183T-1160: General Funds, Senior Services, Professional Services - $26,400.00

Funding Line 3:
100-183-183U-1160: General Funds, Senior Services, Professional Services - $26,400.00

Funding Line 4:
100-183-183V-1160: General Funds, Senior Services, Professional Services - $26,400.00

Funding Line 5:
100-183-183S-1116: General Funds, Senior Services, Building Maintenance & Repair - $6,100.00

Funding Line 6:
100-183-183T-1116: General Funds, Senior Services, Building Maintenance & Repair - $6,100.00

Funding Line 7:
100-183-183U-1116: General Funds, Senior Services, Building Maintenance & Repair - $6,100.00

Funding Line 8:
100-183-183V-1116: General Funds, Senior Services, Building Maintenance & Repair - $6,100.00

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: 82

Would you select/recommend this vendor again?
Choose an item.

Report Period Start: **Report Period End:**

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Senior Services

BID/RFP NUMBER: 23ITB125742A-BKJ

BID/RFP TITLE: Pool Maintenance and Repair

ORIGINAL APPROVAL DATE: March 20, 2024

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

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $130,000.00

COMPANY'S NAME: United Pool Maintenance, LLC

ADDRESS: 1245 Alpharetta St

CITY: Roswell

STATE: GA

ZIP: 30075

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	**UNITED POOL MAINTENANCE, LLC**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Brad Nassaur** **Vice President**
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 **Department of Senior Services**	**Notary Public**
	County:_____
	Commission Expires: _____
	(Affix Notary Seal)

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

CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E2
Project	Pool Maintenance
Project Number	21ITB000011A-CJC
Supplier	United Pool Maintenance, LLC
Supplier Project Contact	Brad Nassaur (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	05/01/2024 to 07/31/2024
Effective Date	10/22/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	10/22/2024 09:39 AM EDT
Completion Date	10/22/2024 09:39 AM EDT
Evaluation Score	82

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE **17/20**

Rating

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

Comments Though there seems to be a lot of things that go wrong with our pools, it does not appear to be a result of bad work or low quality of materials used. They are doing a good job in this area.

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 They are quick to address any problems that we may have.

BUSINESS RELATIONS **14/20**

Rating

Satisfactory: Response to inquiries and/or technical, service, administrative issues is consistently effective.

Comments Billing can sometimes get confusing. We have received bills a little earlier, but I have come to understand their rationale for doing this, which is to get paid as soon as possible. Anytime we have questions regarding billing, the contractor does spend the needed time working through these issues.

CUSTOMER SATISFACTION **17/20**

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments The contractor does a good job of proactively communicating performance/specification issues to the Senior Services Department.

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 We were not expecting the recent cost increase in our monthly maintenance fees. When they submitted their base price, the monthly maintenance fee was not broken out however, their monthly costs seem to be inline with the other vendors that forwarded a bid response. This is also a lesson learned by the user department to ask for this breakout. There have also been some small discrepancies regarding monthly maintenance billing when services were interrupted and it not being clearly represented on the invoice. Eventually, explanations were sent via email after requests made for more information.

GENERAL COMMENTS

Comments The Department of Senior Services has worked many successful years with United Pools, managing our pool repairs and maintenance issues. There have been hiccups along the way, but we have always managed to address any issues and move forward.

Contract Renewal Evaluation Form

Date:	**October 14, 2024**
Department:	HEALTH AND HUMAN SERVICES AGENCY
Contract Number:	23ITB125742A-BKJ
Contract Title:	Pool Maintenance and Repair

Instructions:

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

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

   This service cannot afford to be reduced because the County does not have any alternate resource to provide this service in-house. The scope of the contract is established based on the comprehensive preventive maintenance and repairs required to maintain operable swimming pools. The scope of work includes all labor, parts, equipment, transportation and material necessary to perform the following but not limited to chemical treatment on-site at least twice a week of the pool water systems and operational checks and necessary maintenance of pumps, "strantrol" automatic feeding system, strainers, filter, heaters and other mechanical systems to ensure proper level and chemical balance of pool water; response to any emergency situation that would result in non-operation of the pool and monthly on-site preventive and corrective maintenance services on the pool temperature and humidity control systems, including equipment replacement when needed. There are four (4) pools that require service under this requested renewal Fulton County contract that range in size from 21,000 to 28,000 gallons.

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

   ☐ **Internet search of pricing for same product or service:**

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

Explanation / Notes:

The bid pricing done in 2023 reflects the current market pricing for swimming pool maintenance. 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?	☐ **Yes** ☒ **No**
Are they aware of a reduction in pricing in this industry?	☐ **Yes** ☒ **No**
How does pricing compare to Fulton County's award contract?	**The Cost of labor is comparable**

Explanation / Notes:

The Fulton County therapeutic pool maintenance contract is different than most; the scope provides expert oversight of the extensive maintenance repairs and chemicals treatment of the pools.

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

Click here to enter text.

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

   Click here to enter text.

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

Was it part of the initial contract? ☐ **Yes** ☒ **No**

Date of last purchase:	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.**

   Minor service can be performed by staff members with CPO (Certified Pool Operator) training in terms of pool water testing and adjusting the chemical quality. However, the County's internal maintenance department does not have a pool technician to perform in-house service

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

   If this contract is not approved, the aquatics program at the four (4) multi-purpose facilities which serves over 600 customers weekly at the maximum use, would cease to exist. Inoperable pools and a lack of usage would result in loss of valued of County property, deterioration of building interiors and greatly impact the health of seniors sustained by the aquatics program.

Andre Gregory Click here to enter text.	10/14/24 Click here to enter a date.
Prepared by	**Date**
Click here to enter text.	Click here to enter a date.
Department Head	**Date**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0712 **Meeting Date:** 11/6/2024

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew an existing contract - Department of Public Works, 23ITB137323A-KM, Laboratory Testing Services in an amount not to exceed $100,000.00 with Eurofins Environmental Testing Services, LLC, (Atlanta, GA) to provide laboratory testing services. 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, 60 days if the contract term is six (6) months or less.

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

Commission Districts Affected
All Districts ☐
District 1 ☒
District 2 ☒
District 3 ☒
District 4 ☐
District 5 ☒
District 6 ☒

Is this a purchasing item?
Yes

Summary & Background: This request to renew the existing contract to provide laboratory testing services.

Scope of Work: This contract provides laboratory testing services of wastewater discharge effluent for the Department of Public Works as required to remain compliant with EPD regulations and the County's National Pollution Discharge Elimination System (NPDES) Permit in the operation of the wastewater treatment plants. The vast majority of the analyses performed under this contract are for

regulatory purposes with the remainder used for quality control and assurance of the wastewater treatment process.

Community Impact: If this item is not approved and laboratory testing services are not performed, the EPD may take regulatory enforcement action against the County for failure to remain compliant with our permit, resulting in possible fines and/or consent orders.

Department Recommendation: The Department recommends approval to renew the existing contract.

Project Implications: Laboratory testing is a regulatory requirement of the County's National Pollution Discharge Elimination System (NPDES) wastewater discharge permits. Not completing these tests could result in possible enforcement against the County for permit compliance violations.

Community Issues/Concerns: No issues/concerns were raised by clients concerning the laboratory testing services.

Department Issues/Concerns: The Department of Public Works has no issues or concerns with the performance of the current vendor.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	102-369	3/4/2023	$100,000.00
90 Day Extension	102-364	1/10/2024	$25,000.00
1st Renewal	24-0145	3/6/2024	$100,000.00
2nd Renewal			**$100,000.00**
Total Revised Amount			**$325,000.00**

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

Contract Value: **$100,000.00**

Prime Vendor: **Eurofins Environmental Testing Services**
Prime Status: **White Female Business Enterprise**
Location: Atlanta, GA
County: Fulton County
Prime Value: $99,310.00 or 99.31%

Subcontractor: **Pace Analytical Services**
Sub Status: **Non-Minority**
Location: Lenexa, KS
County: Jackson County
Subcontractor Value: $690.00 or 0.69%

Agenda Item No.: 24-0712 **Meeting Date:** 11/6/2024

Total Contract Value: **$100,000.00 or 100.00%**
Total Certified Value: **$99,310.00 or 99.31%**

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

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

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$200,000.00
Previous Adjustments:	$25,000.00
This Request:	$100,000.00
TOTAL:	$325,000.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

201-540-5488-1160: Water & Sewer Revenue, Public Works, Professional Services - $100,000.00.

Key Contract Terms	
Start Date: 1/1/2025	**End Date:** 12/31/2025

Cost Adjustment:	**Renewal/Extension Terms**: options remain

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?
Yes

Report Period Start:	**Report Period End:**
5/1/2024	**7/31/2024**

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP# NUMBER: 23ITB137323A-KM

BID/RFP# TITLE: Laboratory Testing

ORIGINAL APPROVAL DATE: March 4, 2023

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

RENEWAL OPTION #: 2 of 2

NUMBER OF RENEWAL OPTIONS: No renewal options remain

RENEWAL AMOUNT: $100,000.00

COMPANY'S NAME: Eurofins Environmental Testing

ADDRESS: 3080 Presidential Dr

CITY: Atlanta

STATE: GA

ZIP: 30340

This Renewal Agreement No. 2 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:

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	**Eurofins Environmental Testing**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners** **ATTEST:**	**Robert Dempsey** **President** **ATTEST:**
Tonya R. Grier **Clerk to the Commission** **(Affix County Seal)** **AUTHORIZATION OF RENEWAL:**	**Secretary/** **Assistant Secretary** **(Affix Corporate Seal)** **ATTEST:**
David Clark, Director **Department of Public Works**	**Notary Public** **County:_____** **Commission Expires: _____** **(Affix Notary Seal)**

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

Contract Renewal Evaluation Form

Date:	**August 22, 2024**
Department:	**Public Works**
Contract Number:	**23ITB137323A-KM**
Contract Title:	**Laboratory Testing Services**

Instructions:

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

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

   This contract covers laboratory testing that County staff cannot perform due to the lab's limited capabilities or the infrequency of certain tests, making them economically unfeasible. The contract includes a review of required analyses to determine if they are still necessary or if they can be performed in-house. Additionally, the methods used are evaluated to identify if a more cost-effective approach can be requested

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

   ☐ **Internet search of pricing for same product or service:**

Date of search:	August 21, 2024
Price found:	**$40.00**
Different features / Conditions:	**None**
Percent difference between internet price and renewal price:	**12.5%**

Explanation / Notes:

☐ **Market Survey of other jurisdictions:**

Date contacted:	
Jurisdiction Name / Contact name:	
Date of last purchase:	
Price paid:	
Inflation rate:	

Adjusted price:		
Percent difference between past purchase price and renewal price:		
Are they aware of any new vendors?	☐ Yes	☐ No
Are they aware of a reduction in pricing in this industry?	☐ Yes	☐ No
How does pricing compare to Fulton County's award contract?		

Explanation / Notes:

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

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

   $28,500

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 31, 2024	
Price paid:	**$35.00**	
Inflation rate:	**3%**	
Adjusted price:	**$36.05**	
Percent difference between past purchase price and renewal price:	**3%**	

Explanation / Notes:

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

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

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

   There is a potential for regulatory enforcement against the County due to permit (reporting) violations, which could result in fines and/or consent orders. Ninety-five percent (95%) of the analyses performed under this contract are for regulatory compliance

Performance Evaluation Details

ID	E1
Project	Laboratory Testing Services
Project Number	23ITB137323A-KM
Supplier	Eurofins Environment Testing Southeast, LLC
Supplier Project Contact	Kari A Hoffmann (preferred language: English)
Performance Program	Professional Services
Evaluation Period	05/01/2024 to 07/31/2024
Effective Date	08/07/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	08/06/2024
Status	Completed
Publication Date	08/07/2024 10:13 AM EDT
Completion Date	08/07/2024 10:13 AM EDT
Evaluation Score	85



10/15/2024

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT **17/20**

Rating

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

Comments The vendor met contract requirements over 98% of the time.

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 vendor met deadlines and turn-around times 98% of the time.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES **17/20**

Rating

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

Comments The vendor produces high-quality lab work.

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.: 24-0713 **Meeting Date:** 11/6/2024

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of an Intergovernmental Agreement (IGA) between Fulton County and the City of Milton, GA for water main relocations associated with the road improvements Morris Road in the City of Milton, GA, in an estimated amount of $336,051.60.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
GA CONST Art. 9, § 3, ¶ I provides that the County may contract for any period not exceeding 50 years with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities that the contracting parties are authorized by law to undertake or provide. O.C.G.A § 36-10-1 provides that all official 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)*
Health and Human Services

Commission Districts Affected
All Districts ☐
District 1 ☐
District 2 ☒
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

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

Scope of Work: The City of Milton is currently planning on widening Morris Road. The project will include road widening with landscaped medians and sidewalk improvements. As part of this roadway

project, approximately 200 linear feet of 6-inch & 8-inch water main; and a 2- inch water vault with appurtenances will be required to be relocated within the current right-of-way. Water service will remain uninterrupted during the construction period. The City of Milton bid the roadway improvements in September 2024 and is now requesting the execution of an Intergovernmental Agreement (IGA) between Fulton County and the City of Milton to allow the City of Milton to include the water main relocation work as part of their project. Fulton County would reimburse the City of Milton after the construction work has been completed by their contractor. Fulton County staff will be on-site during the relocation of the water main to ensure that its construction is done to Fulton County standards. The bid for the relocation and installation of the impacted water mains is $336,051.60 and has been budgeted for as part of the water and sewer fund and included in the 2016-2026 Capital Improvement Program.

Community Impact: Currently, Fulton County has an 8-inch and 6-inch water main serving properties along this section of Morris Road Widening . The road improvements will affect the existing water lines that serve the developments in this area as well as the distribution system into the City of Milton. There will be isolated water outages during the construction of the project as services are disconnected from the existing water main and tied into the new main.

Department Recommendation: The Department of Public Works believes that the most cost-effective way to complete the water main relocations is by allowing the City of Milton to bid out the work as part of their roadway project. Therefore, Public Works recommends that Fulton County enter into an Intergovernmental Agreement (IGA).

Project Implications: The road improvements impact the existing water mains due to modifications of existing grades with road widening along Morris Road Widening that requires the water main to be relocated and valves to be adjusted to match the proposed roadway surface. The existing water main relocations must occur to maintain water service in this area.

Community Issues/Concerns: During construction of the relocations, water service is to be maintained and temporary interruptions may occur during tie-ins with the existing water main.

Department Issues/Concerns: The Public Works Department is not aware of any issues or concerns with this proposed Intergovernmental Agreement (IGA). This type of arrangement between the City of Milton and Fulton County has worked well on past projects.

Contract Modification

New Procurement

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

City of Milton

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

Exhibit-A IGA Morris Road Widening

Exhibit-B Cost Estimate Morris Road Widening

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

City of Milton

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount:	
Previous Adjustments:	
This Request:	$336,051.60
TOTAL:	$336,051.60

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:

203-540-5400-I067

Key Contract Terms	
Start Date:	**End Date:**
Cost Adjustment:	**Renewal/Extension Terms**:

Overall Contractor Performance Rating:

Agenda Item No.: 24-0713 **Meeting Date:** 11/6/2024

Would you select/recommend this vendor again?
Choose an item.

Report Period Start: **Report Period End:**

INTERGOVERNMENTAL AGREEMENT
BETWEEN FULTON COUNTY, GEORGIA
AND CITY OF MILTON, GEORGIA

For Morris Road Widening Project

THIS INTERGOVERNMENTAL AGREEMENT (this "**IGA**") is executed as of the _____ day of _____, 2024, by and between **CITY OF MILTON, GEORGIA**, a municipal corporation of the State of Georgia ("**City**"), and **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("**Fulton County**"). The term "**Party**" refers individually to either City or Fulton County and the term "**Parties**" refers to both City and Fulton County.

WHEREAS, City has undertaken a project to widen Morris Road from Webb Road/Deerfield Avenue to Bethany Bend (the "**Project**") through its competitive bidding procedures; and

WHEREAS, Fulton County has the following utility (Water) facilities which must be adjusted, added, or relocated and provided connection along new roadway as a result of the proposed Project (hereinafter called the "**Utilities Relocation**"); the facilities include fire hydrants, water main, water meters, and valve boxes, as shown on construction plans for the Project; and

WHEREAS, Fulton County does not have adequate equipment or staff to adjust or relocate its facilities or for other reasons considers it advantageous to have this work included in City's construction contract; and

WHEREAS, the plans and specifications for the Utilities Relocation (hereinafter called the "**Plans**") have been approved by both City and Fulton County and are attached hereto and incorporated herein as **Exhibit "A"**; and

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, Subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not exceeding 50 years, with each other or with any other public agency, public corporation, or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, Fulton County and City desire to enter into this IGA wherein City, through its contractor, can adjust and relocate Fulton County's facilities in a more economical and efficient manner without disruption to the Project; and

WHEREAS, as consideration for City adjusting, adding, or relocating Fulton County's facilities, Fulton County will reimburse the cost to City; and

WHEREAS, Fulton County and City have determined that this IGA serves the best interest of all Parties and their citizens by the improvement of public infrastructure.

NOW THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual promises, covenants, and undertakings of the Parties hereinafter set forth, and for the public purposes herein contained and provided for, Fulton County and City covenant, agree and bind themselves as follows:

I. PURPOSE.

This IGA is entered into with the understanding by the Parties that the primary purpose of this IGA is for the Parties to meet the public purpose of transportation and infrastructure improvements, including water facilities.

II. COMPENSATION AND PAYMENT.

1. The estimate of the total cost of the Utilities Relocation work contemplated under this IGA, subject to change based upon bid acceptance and as otherwise provided herein, is $336,051.60 (Three Hundred Thirty-Six Thousand Fifty-One and 60/100 Dollars) based on the contractor's bid received by the City as summarized in **Exhibit "B"** attached hereto and incorporated herein. Fulton County shall pay to City 100 percent of the final cost of the Utilities Relocation work performed on behalf of the Fulton County, after receiving the as-built plans and performing a walkthrough of the project, as such cost is determined pursuant to the terms of this IGA. It is agreed that the compensation specified includes both direct costs and indirect costs, specifically including overhead expenses but excluding attorney's fees, incurred in the performance of this IGA. As soon as practicable after acceptance of a bid by City, City shall notify Fulton County in writing of the cost amount due City.

2. City will submit invoices to Fulton County monthly, quarterly, and/or after completion of the Utilities Relocation work. Fulton County shall pay such invoices within thirty (30) days from receipt until and through completion of the Utilities Relocation. City shall submit a final invoice to Fulton County as provided herein.

3. In the event there is a change in the Project or it becomes necessary to add pay items that are not provided for in this IGA, City shall negotiate prices with the construction contractor and enter into a supplemental agreement with the contractor for completion of the additional items, after obtaining the written consent of the County on items that affect the Utilities Relocation. Once approved, Fulton County shall bear 100 percent of the additional cost of the Utilities Relocation, including, without limitation, the cost of any improvements or betterments to the water facilities requested by Fulton County, as determined in accordance with this IGA.

4. The final cost of the Utilities Relocation work performed on behalf of Fulton County shall be determined by measurement of the actual quantities of installed materials, including added items as provided herein, multiplied by the actual bid prices. Accordingly, after the Utilities Relocation has been completed and as-built plans have

been provided to Fulton County. City shall determine the final as built cost to be borne by Fulton County and, as the case may be, shall refund to Fulton County or shall request of Fulton County an additional payment in the amount of the difference between the final cost to be borne by Fulton County and the amount which Fulton County has previously paid to City. In the event additional payment is due to City, Fulton County agrees to pay same within thirty (30) days after the invoice is received from City. In the event a refund is due Fulton County, City agrees to pay Fulton County within thirty (30) after the refund amount is determined by City.

III. OVERVIEW.

The work contemplated by this IGA consists of constructing the Utilities Relocation for the Project. Upon completion of the work and upon certification by City and Fulton County's Engineers that the work has been completed in accordance with the Plans, Fulton County will accept the adjusted, relocated and additional facilities and will thereafter operate and maintain said facilities without further cost to City or its contractor. Such maintenance and all operations and activities will meet Fulton County's rules, policies, procedures, standards, and specifications, and be subject to City's requirements related to utility accommodations.

IV. FULTON COUNTY RESPONSIBILITIES.

1. Fulton County agrees that the Project and Utilities Relocation designs are accurately shown in the Plans attached hereto as **Exhibit "A"** to the best of the Parties' knowledge.
2. Subject to the provisions of Section X hereof, Fulton County shall have the right to visit and to inspect the work activities and any reports, drawings, studies, specifications, estimates, maps, and computations related to the work for Fulton County's facilities at any time to ensure they meet Fulton County's rules, policies, procedures, standards, and specifications and to advise City's Project Manager / Engineer-in-Charge of any observed discrepancies or potential problems.
3. Fulton County shall respond in a timely manner to any issue that may arise during the construction phase. Every effort shall be made not to delay the contractor under any circumstances.
4. Subject to the provisions of Section II hereof, Fulton County is responsible to reimburse all material and labor costs to City related to the Utilities Relocation for this Project that are completed to the reasonable satisfaction of Fulton County in accordance with the Plans.

V. CITY'S RESPONSIBILITIES.

1. City shall undertake the contracting and assume responsibility for its management and completion.
2. All work necessary for the Utilities Relocation in accordance with the final Plans shall be included in the contract and let to bid by City.

3. All construction, engineering and contract supervision shall be the responsibility of City. City shall keep accurate records with regard to the activities conducted under this IGA and provide Fulton County access to such records upon request. City shall consult with Fulton County for its approval as provided herein before authorizing any changes or deviations which affect Fulton County's facilities.
4. City shall respond in a timely manner to any issue that may arise during the construction phase. All efforts shall be made not to delay the contractor under any circumstances.
5. City shall be responsible to assure that all Utilities Relocation work is accomplished in accordance with the Plans.

VI. ADDITIONAL UNDERSTANDINGS.

The Parties to this IGA have mutually acknowledged and agreed to the following:

1. The Parties shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this IGA.
2. It is not the intent of this IGA to restrict the Parties to this IGA from their involvement or participation with any other public or private individuals, agencies or organizations.

VII. TERM.

This IGA shall be effective upon execution by both Parties and continue until completion of the Utilities Relocation and the Project and full reimbursement by Fulton County to City for the cost of the work. In no event shall this IGA exceed a fifty (50) year term. The Parties may agree to amend this IGA at any time.

VIII. RESPONSIBILITY FOR CLAIMS AND LIABILITY.

It is hereby stipulated and agreed between the Parties that, with respect to any claim or action brought by a third party and arising out of the activities described in this IGA or stemming from any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations, each Party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence actions or omissions of its own agents, officers, and employees. Either Party may self-fund its obligations under this IGA. However, nothing herein shall be construed as a waiver of any Party's sovereign immunity or the immunities available to the officials, officers and employees of the Parties. Under the construction contract between City and the contractor performing the Utilities Relocation, such contractor shall agree to indemnify and hold harmless Fulton County as an additional indemnified party under the construction contract with respect to the Utilities Relocation work.

IX. INSURANCE.

Under the construction contract between City and the contractor performing the Utilities Relocation, such contractor shall agree to include Fulton County, as the owner of the utility facilities affected by the Utilities Relocation work, as an additional insured on bodily injury and property damage liability insurance required to be purchased and maintained by the contractor in accordance with the terms of the construction contract. Such insurance shall be in an amount of not less than $1,000,000.00 per occurrence. Certificates of insurance stating coverages and policy limits and showing City, Fulton County, and other insured parties as additional insured shall be provided in accordance with the terms of the construction contract.

X. REVIEW OF WORK.

Authorized representatives of Fulton County may at all reasonable times review and inspect the Utilities Relocation work under the terms of this IGA and any amendments thereto. If requested by Fulton County under the terms hereof, its review recommendations shall be reviewed and considered by City's Project Manager / Engineer-in-Charge. Should City's Project Manager / Engineer-in-Charge determine incorporation of such recommendations into the work activities of City is not appropriate, the Project Manager / Engineer-in-Charge shall promptly notify Fulton County and, should Fulton County so request, the Parties will meet within seven (7) days to discuss and review Fulton County's recommendations. Should the Parties be unable to agree after meeting, Fulton County's recommendations shall be incorporated into the work activities if they relate solely to Fulton County's facilities. Otherwise, the determination of the Project Manager / Engineer-in-Charge shall control.

XI. TIME OF PERFORMANCE.

Time is of the essence in all matters pertaining to this IGA. In the event Fulton County requests any changes in the work related to the Utilities Relocation after the Project work is underway, Fulton County shall cooperate in a prompt and timely manner to any requests by City for changes in the work to avoid delays on the progress of the Utilities Relocation. Fulton County will be responsible for any unforeseen site condition related to the Fulton County's Utilities Relocation that create a reasonable Project delay.

XII. MISCELLANEOUS.

1. **Entire Agreement; Counterparts.** This IGA may be executed by the Parties in counterparts, each of which shall constitute an original. This IGA, including the attached exhibits, sets forth the entire understanding between the Parties and supersedes all previous agreements and understandings between them, oral or written, and may be amended only in a document executed by both Parties. No amendment, modification, termination, or waiver of any provision of this IGA, nor

consent to any departure by the Parties, shall in any event be effective unless the same shall be in writing and signed by Fulton County and City, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

2. **Governing Law**. This IGA and the Parties' rights and obligations hereunder, shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws rules.

3. **Sovereign Immunity.** Nothing herein shall be construed as a waiver of either Party's sovereign immunity as a governmental body or waiver of any governmental immunities available to its officers, officials, employees, or agents.

4. **Representations and Warranties of the Parties**. In furtherance of the public purposes of this IGA, Fulton County and City hereby represent and warrant to each other (which representations and warranties shall be deemed independently material notwithstanding any prior inquiries) the following:

   A. **Authority**. Each Party hereto expressly represents and warrants that (i) it has the power to make, deliver and perform this IGA, and has taken all necessary action to authorize the execution, delivery and performance of this IGA; (ii) this IGA when executed will constitute the valid obligations with respect to each Party, legally binding upon the same and enforceable in accordance with the terms hereof; and (iii) no further consent or approval of any other Party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this IGA. Without limiting the generality of the foregoing, each Party hereby expressly acknowledges and represents that it has officially adopted and otherwise approved this IGA at a meeting of its governing authority in accordance with the Constitution and laws of the State of Georgia, to include, without limitation, the Georgia Open Meetings Act, O.C.G.A. 50-14-1 *et seq.*

   B. **Public Purpose**. This IGA and the services contemplated herein are for the public welfare and benefit and are undertaken in accordance with the laws and Constitution of the State of Georgia. Without limiting the foregoing, the Parties specifically and expressly warrant and represent, and do hereby find, that this IGA (i) pertains to the provision of services and activities which the Parties are by law authorized to undertake and provide; (ii) is otherwise authorized under the Intergovernmental Contracts Clause of the Georgia Constitution of 1983, Art. IX, Sec. III, Par. I(a); and (iii) does not authorize the creation of new debt as contemplated by Ga. Const. of 1983, Art. IX, Sec. V. Par. I(a).

5. **Assignment; Binding Effect.** The rights and obligations of the Parties under this IGA are personal and may not be assigned by one Party without the prior written consent of the other Party. Subject to the foregoing, this IGA shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

6. **No Third-Party Beneficiaries.** This IGA is made between and limited to Fulton County and City, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than Fulton County and City, and no other person or entity shall be considered a third-party beneficiary by virtue of this IGA or otherwise entitled to enforce the terms of this IGA for any reason whatsoever.

7. **Exhibits.** Each and every exhibit referred to or otherwise mentioned in this IGA is attached to this IGA and is and shall be construed to be made a part of this IGA by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

8. **Relationship of Parties.** Notwithstanding anything in this IGA to the contrary, neither Party shall have the power to bind nor obligate the other Party except as expressly set forth in this IGA.

9. **Notices.** Any notice or communication required or permitted under this IGA shall be in writing and shall be deemed received when: i) delivered in person, or ii) upon actual delivery when sent by national overnight express commercial carrier, or iii) on the third day after the postmark date when mailed by certified mail, return receipt requested, to the Party at the address given below.

TO FULTON COUNTY:

David E. Clark
Director, Department of Public Works
141 Pryor Street, S.W., Suite 6001
Atlanta, GA 30303

Copy to:

County Attorney
Office of the County Attorney
141 Pryor Street, S.W., Suite 4038
Atlanta, GA 30303

TO CITY:

Sara Leaders
City of Milton Public Works
2006 Heritage Walk
Milton, Georgia 30004

Copy to:

Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040
Attention: Ken Jarrard, Esq.

10. **Severability.** If any provision of this IGA shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

11. **Force Majeure.** Neither Party shall be deemed to be in violation of this IGA if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation.

[SIGNATURES FOLLOW ON NEXT PAGE]

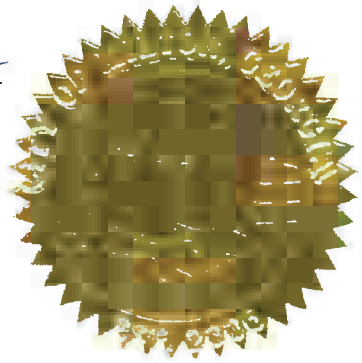
IN WITNESS WHEREOF, the Parties, by and through their duly authorized representatives, have executed this IGA to be effective as of the date first set forth above.

CITY OF MILTON, GEORGIA

By: _____
Peyton Jamison, Mayor

Attest: _____
City Clerk

(SEAL)



FULTON COUNTY, GEORGIA

By: _____
Robert L. Pitts, Chairman
Board of Commissioners

Attest:

By: _____
Tonya R. Grier
Clerk to the Commission

(COUNTY SEAL)

Approved as to Form:

By: _____
Y. Soo Jo, County Attorney

EXHIBIT "B"

Morris Road Concept-1200828 City of Milton

MILTON BID

WATER MAIN INSTALLATION QUANTITIES & COST ESTIMATE

PAY ITEM #			ITEM	SIZE	QUANTITY	UNIT	
171	-	0030	TEMPORARY SILT FENCE, TYPE C		200	LF	$1,000.00
500	-	3101	CLASS A CONCRETE		5	CY	$3,750.00
611	-	8120	ADJUST WATER METER BOX TO GRADE		3	EA	$2,250.00
611	-	8140	ADJUST WATER VALVE BOX TO GRADE		8	EA	$8,160.00
670	-	1060	WATER MAIN, 6 IN, DIP	6"	100	LF	$16,500.00
670	-	1080	WATER MAIN, 8 IN, DIP	8"	100	LF	$18,000.00
670	-	1500	CUT & PLUG OR REMOVE EXISTING WATER MAIN		2	EA	$4,000.00
670	-	1900	INLINE PLUG	If Necesarry	1	EA	$1,500.00
670	-	2500	INSERT VALVE (8" TO 12" DIA)	If Necesarry	1	EA	$23,309.00
670	-	2080	GATE VALVE, 8 IN	8"	1	EA	$2,220.00
670	-	2002	VALVE MARKER REMOVE		4	EA	$1,084.00
670	-	3087	TAPPING SLEEVE & VALVE ASSEMBLY	6 IN x 6 IN For FH	2	EA	$21,142.00
670	-	4000	FIRE HYDRANT	W/6" GV	4	EA	$33,940.00
669	-	5620	WATER SERVICE LINE, 3/4 IN	3/4-inch	50	LF	$5,050.00
670	-	5010	WATER SERVICE LINE, 1 IN	1-inch	50	LF	$5,650.00
670	-	5020	WATER SERVICE LINE, 2 IN	2-inch	20	LF	$3,320.00
670	-	9710	RELOCATE EXITING FIRE HYDRANT	If Necesarry	1	EA	$2,938.00
670	-	9720	RELOCATE EXITING WATER VALVE, INC BOX	If Necesarry	1	EA	$1,085.00
670	-	9730	RELOCATE EXITING WATER METER, INC BOX		1	EA	$1,830.00
670	-	9920	REMOVE EXIST FIRE HYDRANT		3	EA	$1,950.00
668		3300	SAN SEWER MANHOLE, TYPE 1		2	EA	$30,000.00
611	-	8050	ADJUST MH TO GRADE		5	EA	$6,725.00
670	-	9737	REMOVE AND REPLACE EXT. WATER VAULT INCL MEETER AND BYPASS.		2	EA	$84,640.00
			Note: All pipe fittings & accessories shall be included with pipe (LF) price.				**$280,043.00**
			Task Allowance: (As designated by Fulton County Project Manager)		20%		$56,008.60
			TOTAL COST				**$336,051.60**
			Note: No extra payment for traffic control & grading, it will be covered by pipe installation cost				

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0714 **Meeting Date:** 11/6/2024

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
For spreading on the minutes: Executed temporary Right of Entry (ROE) agreements permitting Public Works staff or contractors to enter properties within Fulton County to determine the composition of their water service lines, as required by the Lead Copper Rule Revision as administered by the United States Environmental Protection Agency.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
O.C.G.A. § 36-10-1 requires that all contracts entered into by a county governing authority with other persons on behalf of the county must be in writing and entered on the minutes. Further, Fulton County Code §1-117 provides, in pertinent part, that the Board of Commissioners shall be the authority "to exercise such other powers as are granted by law or are indispensable to their jurisdiction over county matters"

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

Commission Districts Affected
All Districts ☐
District 1 ☒
District 2 ☒
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background On January 15, 2021, the United States Environmental Protection Agency (EPA) released the Lead Copper Rule Revision (LCRR), requiring that all public water systems, including the water system operated by Fulton County, take steps to identify and replace all lead and galvanized pipes by the year 2037. The initial step in complying with the LCRR is to compile an inventory of water service lines within the water system operated by Fulton County. The Georgia Department of Natural Resources, Environmental Protection Division (EPD) is responsible

for enforcing the LCRR requirements within Georgia.

Scope of Work: The LCRR requires that Fulton County Develop an initial service line inventory for all customers to determine which customers are potentially at risk for lead contamination. As part of Agenda Item No. 24-0415, on June 26, 2024 the BOC delegated authority to the Director of the Public Works Department to enter into agreements with private property owners to determine the composition of water service lines on their property. As part of the BOC's approval, the Public Works Department is required to spread the temporary Right of Entry agreements quarterly on the Board of Commissioners minutes. The signed and executed agreements from the previous quarter have been attached as Exhibit No. 1.

Community Impact: Inspection of the service line inventory will allow the Public Works Department to ascertain which customers are at-risk for lead contamination based on the makeup of their existing water service lines.

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

Project Implications: Under the LCRR, drinking water systems across the County are required to identify and replace all lead and galvanized pipes by the year 2037.

Community Issues/Concerns: There may be members of the community who do not want to participate in this inventory and/or allow staff or contractors to determine the makeup of the water service lines on their property. In these cases, the customers will be notified of the potential risks and the notification will be documented by the Public Works Department in accordance with the LCRR guidance.

Department Issues/Concerns: Currently, the Public Works Department's maintenance responsibility ends at the water meter. Permission from the property owner is required to complete the lead service line inventory as stipulated by the LCRR.

Fiscal Impact / Funding Source

Funding Line 1:

N/A

TEMPORARY RIGHT OF ENTRY

STATE OF GEORGIA,

COUNTY OF FULTON

THIS TEMPORARY RIGHT OF ACCESS AGREEMENT (the "Agreement") is made and entered into this 21 **day of** Sept **, 2024** ("Effective Date") by and between **Fulton County,** a political subdivision of the State of Georgia (the "Grantee"), and Phil Gentry (the "Owner(s)" or "Grantor(s)"), who own the land and the improvements thereon (together, the "Property") having a street address of 1055 Lake Charles Drive (the "Property");

1. **Grant**. Owner hereby grants to Grantee, its contractors, assigns, and successors, a non-exclusive license for temporary right of access and entry for the purpose of conducting testing to determine the composition of the Owner's water service line (the "Work"). By granting this license, Owner does not convey any property interest and does not intend for this Agreement to be or become an easement. By permitting Grantee access to the Property to test the water service line, Owner is not conveying any ownership interest in the water service line to Fulton County. By entering the Property, Grantee agrees to restore the impacted area as near as possible to its original condition following the completion of the Work. For the purposes of this Agreement, "original condition" shall mean the condition of the Property and/or surrounding areas immediately prior to the commencement of the Work.

2. **Grantee Obligations.** Grantee shall comply with all applicable laws and perform the Work at its own cost and expense. Grantee shall keep the Property in its current condition to the extent reasonably possible and keep the Property clean and free of debris and trash during the work period, defined below.

3. **Term.** Owner shall provide Grantee access to the Property to perform the Work at a mutually agreed upon date(s) and time(s) between August 14, 2024 to October 15, 2024, during normal business hours (the "Work Period").

4. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

IN WITNESS WHEREOF, we have set our hand and seal this the _____ day of _____, 2024.

OWNER

_____

Name: Phil Gentry

_____

Name: _____

FULTON COUNTY, GEORGIA

_____

Name: Timothy Mullen David Clark

TEMPORARY RIGHT OF ENTRY

STATE OF GEORGIA,

COUNTY OF FULTON

THIS TEMPORARY RIGHT OF ACCESS AGREEMENT (the "Agreement") is made and entered into this 21 **day of** Sept **, 2024** ("Effective Date") by and between **Fulton County,** a political subdivision of the State of Georgia (the "Grantee"), and Alex Dallaway (the "Owner(s)" or "Grantor(s)"), who own the land and the improvements thereon (together, the "Property") having a street address of 1115 Lake Charles Dr (the "Property");

1. **Grant**. Owner hereby grants to Grantee, its contractors, assigns, and successors, a non-exclusive license for temporary right of access and entry for the purpose of conducting testing to determine the composition of the Owner's water service line (the "Work"). By granting this license, Owner does not convey any property interest and does not intend for this Agreement to be or become an easement. By permitting Grantee access to the Property to test the water service line, Owner is not conveying any ownership interest in the water service line to Fulton County. By entering the Property, Grantee agrees to restore the impacted area as near as possible to its original condition following the completion of the Work. For the purposes of this Agreement, "original condition" shall mean the condition of the Property and/or surrounding areas immediately prior to the commencement of the Work.

2. **Grantee Obligations.** Grantee shall comply with all applicable laws and perform the Work at its own cost and expense. Grantee shall keep the Property in its current condition to the extent reasonably possible and keep the Property clean and free of debris and trash during the work period, defined below.

3. **Term.** Owner shall provide Grantee access to the Property to perform the Work at a mutually agreed upon date(s) and time(s) between August 14, 2024 to October 15, 2024, during normal business hours (the "Work Period").

4. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

IN WITNESS WHEREOF, we have set our hand and seal this the 21 day of Sept, 2024.

OWNER

Name: Alex Dallaway

Name:

FULTON COUNTY, GEORGIA

Name: Timothy Mullen

David Clark

TEMPORARY RIGHT OF ENTRY

STATE OF GEORGIA,

COUNTY OF FULTON

THIS TEMPORARY RIGHT OF ACCESS AGREEMENT (the "Agreement") is made and entered into this 21 **day of** Sept, **2024** ("Effective Date") by and between **Fulton County,** a political subdivision of the State of Georgia (the "Grantee"), and Ronald Fellow (the "Owner(s)" or "Grantor(s)"), who own the land and the improvements thereon (together, the "Property") having a street address of 105 Chelsea Way (the "Property");

1. **Grant**. Owner hereby grants to Grantee, its contractors, assigns, and successors, a non-exclusive license for temporary right of access and entry for the purpose of conducting testing to determine the composition of the Owner's water service line (the "Work"). By granting this license, Owner does not convey any property interest and does not intend for this Agreement to be or become an easement. By permitting Grantee access to the Property to test the water service line, Owner is not conveying any ownership interest in the water service line to Fulton County. By entering the Property, Grantee agrees to restore the impacted area as near as possible to its original condition following the completion of the Work. For the purposes of this Agreement, "original condition" shall mean the condition of the Property and/or surrounding areas immediately prior to the commencement of the Work.

2. **Grantee Obligations.** Grantee shall comply with all applicable laws and perform the Work at its own cost and expense. Grantee shall keep the Property in its current condition to the extent reasonably possible and keep the Property clean and free of debris and trash during the work period, defined below.

3. **Term.** Owner shall provide Grantee access to the Property to perform the Work at a mutually agreed upon date(s) and time(s) between August 14, 2024 to October 15, 2024, during normal business hours (the "Work Period").

→ Any damages to be Repaired by Dept. Pub. Works in 24hrs - TPM

4. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

IN WITNESS WHEREOF, we have set our hand and seal this the _____ day of _____, 2024.

OWNER

Name: Ronald K Fellow

Name: _____

FULTON COUNTY, GEORGIA

Name: Timothy Mutton

David Clark

TEMPORARY RIGHT OF ENTRY

STATE OF GEORGIA,

COUNTY OF FULTON

THIS TEMPORARY RIGHT OF ACCESS AGREEMENT (the "Agreement") is made and entered into this 21 **day of** Sept, **2024** ("Effective Date") by and between **Fulton County,** a political subdivision of the State of Georgia (the "Grantee"), and Robbie Poole (the "Owners(s)" or "Grantor(s)"), who own the land and the improvements thereon (together, the "Property") having a street address of 1065 Chelsey Way (the "Property");

1. **Grant**. Owner hereby grants to Grantee, its contractors, assigns, and successors, a non-exclusive license for temporary right of access and entry for the purpose of conducting testing to determine the composition of the Owner's water service line (the "Work"). By granting this license, Owner does not convey any property interest and does not intend for this Agreement to be or become an easement. By permitting Grantee access to the Property to test the water service line, Owner is not conveying any ownership interest in the water service line to Fulton County. By entering the Property, Grantee agrees to restore the impacted area as near as possible to its original condition following the completion of the Work. For the purposes of this Agreement, "original condition" shall mean the condition of the Property and/or surrounding areas immediately prior to the commencement of the Work.

2. **Grantee Obligations.** Grantee shall comply with all applicable laws and perform the Work at its own cost and expense. Grantee shall keep the Property in its current condition to the extent reasonably possible and keep the Property clean and free of debris and trash during the work period, defined below.

3. **Term.** Owner shall provide Grantee access to the Property to perform the Work at a mutually agreed upon date(s) and time(s) between August 14, 2024 to October 15, 2024, during normal business hours (the "Work Period").

4. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

IN WITNESS WHEREOF, we have set our hand and seal this the 21 day of Sept, 2024.

OWNER

Robbie C. Poole

Name: _____

_____

Name: _____

FULTON COUNTY, GEORGIA

_____

Name: Timothy Mullen David Clark

TEMPORARY RIGHT OF ENTRY

STATE OF GEORGIA,

COUNTY OF FULTON

THIS TEMPORARY RIGHT OF ACCESS AGREEMENT (the "Agreement") is made and entered into this 21 day of September 2024 ("Effective Date") by and between **Fulton County,** a political subdivision of the State of Georgia (the "Grantee"), and Aliaksandr Filatau (the "Owner(s)" or "Grantor(s)"), who own the land and the improvements thereon (together, the "Property") having a street address of 1070 Chelsey Way, Roswell 30075 (the "Property");

1. **Grant**. Owner hereby grants to Grantee, its contractors, assigns, and successors, a non-exclusive license for temporary right of access and entry for the purpose of conducting testing to determine the composition of the Owner's water service line (the "Work"). By granting this license, Owner does not convey any property interest and does not intend for this Agreement to be or become an easement. By permitting Grantee access to the Property to test the water service line, Owner is not conveying any ownership interest in the water service line to Fulton County. By entering the Property, Grantee agrees to restore the impacted area as near as possible to its original condition following the completion of the Work. For the purposes of this Agreement, "original condition" shall mean the condition of the Property and/or surrounding areas immediately prior to the commencement of the Work.

2. **Grantee Obligations.** Grantee shall comply with all applicable laws and perform the Work at its own cost and expense. Grantee shall keep the Property in its current condition to the extent reasonably possible and keep the Property clean and free of debris and trash during the work period, defined below.

3. **Term.** Owner shall provide Grantee access to the Property to perform the Work at a mutually agreed upon date(s) and time(s) between August 14, 2024 to October 15, 2024, during normal business hours (the "Work Period").

4. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

IN WITNESS WHEREOF, we have set our hand and seal this the _____ day of _____, 2024.

OWNER

Name: Aliaksandr Filatau

Name: _____

FULTON COUNTY, GEORGIA

Name: Timothy Matthews

David Clark

TEMPORARY RIGHT OF ENTRY

STATE OF GEORGIA,

COUNTY OF FULTON

THIS TEMPORARY RIGHT OF ACCESS AGREEMENT (the "Agreement") is made and entered into this _____ **day of**_____, **2024** ("Effective Date") by and between **Fulton County,** a political subdivision of the State of Georgia (the "Grantee"), and George Coker (the "Owner(s)" or "Grantor(s)"), who own the land and the improvements thereon (together, the "Property") having a street address of 9485 River Lake Drive, Roswell, GA (the "Property");

1. **Grant**. Owner hereby grants to Grantee, its contractors, assigns, and successors, a non-exclusive license for temporary right of access and entry for the purpose of conducting testing to determine the composition of the Owner's water service line (the "Work"). By granting this license, Owner does not convey any property interest and does not intend for this Agreement to be or become an easement. By permitting Grantee access to the Property to test the water service line, Owner is not conveying any ownership interest in the water service line to Fulton County. By entering the Property, Grantee agrees to restore the impacted area as near as possible to its original condition following the completion of the Work. For the purposes of this Agreement, "original condition" shall mean the condition of the Property and/or surrounding areas immediately prior to the commencement of the Work.

2. **Grantee Obligations.** Grantee shall comply with all applicable laws and perform the Work at its own cost and expense. Grantee shall keep the Property in its current condition to the extent reasonably possible and keep the Property clean and free of debris and trash during the work period, defined below.

3. **Term.** Owner shall provide Grantee access to the Property to perform the Work at a mutually agreed upon date(s) and time(s) between August 14, 2024 to October 15, 2024, during normal business hours (the "Work Period").

4. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

IN WITNESS WHEREOF, we have set our hand and seal this the _____ day of _____, 2024.

OWNER

George Coker
Name: George Coker

_____
Name: _____

FULTON COUNTY, GEORGIA

_____
Name: Timothy Matteen

David Clark

TEMPORARY RIGHT OF ENTRY

STATE OF GEORGIA,

COUNTY OF FULTON

THIS TEMPORARY RIGHT OF ACCESS AGREEMENT (the "Agreement") is made and entered into this 24 **day of** Sept, **2024** ("Effective Date") by and between **Fulton County,** a political subdivision of the State of Georgia (the "Grantee"), and William Jones (the "Owner(s)" or "Grantor(s)"), who own the land and the improvements thereon (together, the "Property") having a street address of 9440 River Lake Drive, Roswell, GA 30075 (the "Property");

1. **Grant**. Owner hereby grants to Grantee, its contractors, assigns, and successors, a non-exclusive license for temporary right of access and entry for the purpose of conducting testing to determine the composition of the Owner's water service line (the "Work"). By granting this license, Owner does not convey any property interest and does not intend for this Agreement to be or become an easement. By permitting Grantee access to the Property to test the water service line, Owner is not conveying any ownership interest in the water service line to Fulton County. By entering the Property, Grantee agrees to restore the impacted area as near as possible to its original condition following the completion of the Work. For the purposes of this Agreement, "original condition" shall mean the condition of the Property and/or surrounding areas immediately prior to the commencement of the Work.

2. **Grantee Obligations.** Grantee shall comply with all applicable laws and perform the Work at its own cost and expense. Grantee shall keep the Property in its current condition to the extent reasonably possible and keep the Property clean and free of debris and trash during the work period, defined below.

3. **Term.** Owner shall provide Grantee access to the Property to perform the Work at a mutually agreed upon date(s) and time(s) between August 14, 2024 to October 15, 2024, during normal business hours (the "Work Period").

4. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

IN WITNESS WHEREOF, we have set our hand and seal this the _____ day of _____, 2024.

OWNER

_____

Name: William Jones

_____

Name: _____

FULTON COUNTY, GEORGIA

_____

Name: Timothy Mutten

David Clark

TEMPORARY RIGHT OF ENTRY

STATE OF GEORGIA,

COUNTY OF FULTON

THIS TEMPORARY RIGHT OF ACCESS AGREEMENT (the "Agreement") is made and entered into this 21 **day of** SEPT**, 2024** ("Effective Date") by and between **Fulton County,** a political subdivision of the State of Georgia (the "Grantee"), and Martin Kniffin (the "Owner(s)" or "Grantor(s)"), who own the land and the improvements thereon (together, the "Property") having a street address of 9477 River Lake Dr (the "Property");

1. **Grant**. Owner hereby grants to Grantee, its contractors, assigns, and successors, a non-exclusive license for temporary right of access and entry for the purpose of conducting testing to determine the composition of the Owner's water service line (the "Work"). By granting this license, Owner does not convey any property interest and does not intend for this Agreement to be or become an easement. By permitting Grantee access to the Property to test the water service line, Owner is not conveying any ownership interest in the water service line to Fulton County. By entering the Property, Grantee agrees to restore the impacted area as near as possible to its original condition following the completion of the Work. For the purposes of this Agreement, "original condition" shall mean the condition of the Property and/or surrounding areas immediately prior to the commencement of the Work.

2. **Grantee Obligations.** Grantee shall comply with all applicable laws and perform the Work at its own cost and expense. Grantee shall keep the Property in its current condition to the extent reasonably possible and keep the Property clean and free of debris and trash during the work period, defined below.

3. **Term.** Owner shall provide Grantee access to the Property to perform the Work at a mutually agreed upon date(s) and time(s) between August 14, 2024 to October 15, 2024, during normal business hours (the "Work Period").

4. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

IN WITNESS WHEREOF, we have set our hand and seal this the 21 day of Sept, 2024.

OWNER

Name: MARTIN KNIFFIN

Name:

FULTON COUNTY, GEORGIA

Name: Timothy Mullen

David Clark

TEMPORARY RIGHT OF ENTRY

STATE OF GEORGIA,

COUNTY OF FULTON

THIS TEMPORARY RIGHT OF ACCESS AGREEMENT (the "Agreement") is made and entered into this 21 **day of** Sept., **2024** ("Effective Date") by and between **Fulton County,** a political subdivision of the State of Georgia (the "Grantee"), and Charles K Clark (the "Owner(s)" or "Grantor(s)"), who own the land and the improvements thereon (together, the "Property") having a street address of 9715 ~~Roswell~~ Riviera Rd, Roswell (the "Property");

1. **Grant**. Owner hereby grants to Grantee, its contractors, assigns, and successors, a non-exclusive license for temporary right of access and entry for the purpose of conducting testing to determine the composition of the Owner's water service line (the "Work"). By granting this license, Owner does not convey any property interest and does not intend for this Agreement to be or become an easement. By permitting Grantee access to the Property to test the water service line, Owner is not conveying any ownership interest in the water service line to Fulton County. By entering the Property, Grantee agrees to restore the impacted area as near as possible to its original condition following the completion of the Work. For the purposes of this Agreement, "original condition" shall mean the condition of the Property and/or surrounding areas immediately prior to the commencement of the Work.

2. **Grantee Obligations.** Grantee shall comply with all applicable laws and perform the Work at its own cost and expense. Grantee shall keep the Property in its current condition to the extent reasonably possible and keep the Property clean and free of debris and trash during the work period, defined below.

3. **Term.** Owner shall provide Grantee access to the Property to perform the Work at a mutually agreed upon date(s) and time(s) between August 14, 2024 to October 15, 2024, during normal business hours (the "Work Period").

4. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

IN WITNESS WHEREOF, we have set our hand and seal this the _____ day of _____, 2024.

OWNER

Charles K Clark II

Name: _____

_____

Name: _____

FULTON COUNTY, GEORGIA

Timothy Mullen

Name: Timothy Mullen

David Clark

TEMPORARY RIGHT OF ENTRY

STATE OF GEORGIA,

COUNTY OF FULTON

THIS TEMPORARY RIGHT OF ACCESS AGREEMENT (the "Agreement") is made and entered into this 21 **day of** September**, 2024** ("Effective Date") by and between **Fulton County,** a political subdivision of the State of Georgia (the "Grantee"), and Karrin Landers (the "Owner(s)" or "Grantor(s)"), who own the land and the improvements thereon (together, the "Property") having a street address of 9395 Riviera Rd Roswell GA 30075 (the "Property");

1. **Grant**. Owner hereby grants to Grantee, its contractors, assigns, and successors, a non-exclusive license for temporary right of access and entry for the purpose of conducting testing to determine the composition of the Owner's water service line (the "Work"). By granting this license, Owner does not convey any property interest and does not intend for this Agreement to be or become an easement. By permitting Grantee access to the Property to test the water service line, Owner is not conveying any ownership interest in the water service line to Fulton County. By entering the Property, Grantee agrees to restore the impacted area as near as possible to its original condition following the completion of the Work. For the purposes of this Agreement, "original condition" shall mean the condition of the Property and/or surrounding areas immediately prior to the commencement of the Work.

2. **Grantee Obligations.** Grantee shall comply with all applicable laws and perform the Work at its own cost and expense. Grantee shall keep the Property in its current condition to the extent reasonably possible and keep the Property clean and free of debris and trash during the work period, defined below.

3. **Term.** Owner shall provide Grantee access to the Property to perform the Work at a mutually agreed upon date(s) and time(s) between August 14, 2024 to October 15, 2024, during normal business hours (the "Work Period").

4. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

IN WITNESS WHEREOF, we have set our hand and seal this the 21 day of September, 2024.

OWNER

Karrin Landers

Name: Karrin Landers

_____

Name: _____

FULTON COUNTY, GEORGIA

Name: Timothy Mullen

David Clark

TEMPORARY RIGHT OF ENTRY

STATE OF GEORGIA,

COUNTY OF FULTON

THIS TEMPORARY RIGHT OF ACCESS AGREEMENT (the "Agreement") is made and entered into this 21 **day of** Sept, **2024** ("Effective Date") by and between **Fulton County,** a political subdivision of the State of Georgia (the "Grantee"), and J. Grant (the "Owner(s)" or "Grantor(s)"), who own the land and the improvements thereon (together, the "Property") having a street address of 9370 Riviera Rd, Roswell, GA 30075 (the "Property");

1. **Grant**. Owner hereby grants to Grantee, its contractors, assigns, and successors, a non-exclusive license for temporary right of access and entry for the purpose of conducting testing to determine the composition of the Owner's water service line (the "Work"). By granting this license, Owner does not convey any property interest and does not intend for this Agreement to be or become an easement. By permitting Grantee access to the Property to test the water service line, Owner is not conveying any ownership interest in the water service line to Fulton County. By entering the Property, Grantee agrees to restore the impacted area as near as possible to its original condition following the completion of the Work. For the purposes of this Agreement, "original condition" shall mean the condition of the Property and/or surrounding areas immediately prior to the commencement of the Work.

2. **Grantee Obligations.** Grantee shall comply with all applicable laws and perform the Work at its own cost and expense. Grantee shall keep the Property in its current condition to the extent reasonably possible and keep the Property clean and free of debris and trash during the work period, defined below.

3. **Term.** Owner shall provide Grantee access to the Property to perform the Work at a mutually agreed upon date(s) and time(s) between August 14, 2024 to October 15, 2024, during normal business hours (the "Work Period").

4. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

IN WITNESS WHEREOF, we have set our hand and seal this the 21 day of Sept, 2024.

OWNER

J Grant

Name: Jen Grant

Name:

FULTON COUNTY, GEORGIA

Name: Timothy Mullen

David Clark

TEMPORARY RIGHT OF ENTRY

STATE OF GEORGIA,

COUNTY OF FULTON

THIS TEMPORARY RIGHT OF ACCESS AGREEMENT (the "Agreement") is made and entered into this 21 **day of** Sept, **2024** ("Effective Date") by and between **Fulton County,** a political subdivision of the State of Georgia (the "Grantee"), and Robert Phillips (the "Owner(s)" or "Grantor(s)"), who own the land and the improvements thereon (together, the "Property") having a street address of 1105 Lake Charles Dr (the "Property");

1. **Grant**. Owner hereby grants to Grantee, its contractors, assigns, and successors, a non-exclusive license for temporary right of access and entry for the purpose of conducting testing to determine the composition of the Owner's water service line (the "Work"). By granting this license, Owner does not convey any property interest and does not intend for this Agreement to be or become an easement. By permitting Grantee access to the Property to test the water service line, Owner is not conveying any ownership interest in the water service line to Fulton County. By entering the Property, Grantee agrees to restore the impacted area as near as possible to its original condition following the completion of the Work. For the purposes of this Agreement, "original condition" shall mean the condition of the Property and/or surrounding areas immediately prior to the commencement of the Work.

2. **Grantee Obligations.** Grantee shall comply with all applicable laws and perform the Work at its own cost and expense. Grantee shall keep the Property in its current condition to the extent reasonably possible and keep the Property clean and free of debris and trash during the work period, defined below.

3. **Term.** Owner shall provide Grantee access to the Property to perform the Work at a mutually agreed upon date(s) and time(s) between August 14, 2024 to October 15, 2024, during normal business hours (the "Work Period").

4. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

IN WITNESS WHEREOF, we have set our hand and seal this the _____ day of _____, 2024.

OWNER

Robert Phillips

Name: _____

_____

Name: _____

FULTON COUNTY, GEORGIA

Timothy Mullen

Name: Timothy Mullen

David Clark

TEMPORARY RIGHT OF ENTRY

STATE OF GEORGIA,

COUNTY OF FULTON

~~Russell~~ as Russell T. O'Malley

THIS TEMPORARY RIGHT OF ACCESS AGREEMENT (the "Agreement") is made and entered into this 27 **day of** August, **2024** ("Effective Date") by and between **Fulton County,** a political subdivision of the State of Georgia (the "Grantee"), and ~~**Charles Petrakopoulos**~~ (the "Owner(s)" or "Grantor(s)"), who own the land and the improvements thereon (together, the "Property") having a street address of ~~**371 Jon Scott Dr, Alpharetta, GA 30009-2109**~~ (the "Property"); as 1080 Chelsey Way, Roswell GA 30075

1. **Grant**. Owner hereby grants to Grantee, its contractors, assigns, and successors, a non-exclusive license for temporary right of access and entry for the purpose of conducting testing to determine the composition of the Owner's water service line (the "Work"). By granting this license, Owner does not convey any property interest and does not intend for this Agreement to be or become an easement. By permitting Grantee access to the Property to test the water service line, Owner is not conveying any ownership interest in the water service line to Fulton County. By entering the Property, Grantee agrees to restore the impacted area as near as possible to its original condition following the completion of the Work. For the purposes of this Agreement, "original condition" shall mean the condition of the Property and/or surrounding areas immediately prior to the commencement of the Work.

2. **Grantee Obligations.** Grantee shall comply with all applicable laws and perform the Work at its own cost and expense. Grantee shall keep the Property in its current condition to the extent reasonably possible and keep the Property clean and free of debris and trash during the work period, defined below.

3. **Term.** Owner shall provide Grantee access to the Property to perform the Work at a mutually agreed upon date(s) and time(s) between August 14, 2024 to October 15, 2024, during normal business hours (the "Work Period").

4. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

IN WITNESS WHEREOF, we have set our hand and seal this the 27th day of August, 2024.

OWNER

Russell T. O'Malley

Name: Russell T. O'Malley

_____

Name: _____

FULTON COUNTY, GEORGIA

Marcela Crowe

Name: Marcela Crowe

My comm. expires 8/13/27

10/1/24

TEMPORARY RIGHT OF ENTRY

STATE OF GEORGIA,

COUNTY OF FULTON

THIS TEMPORARY RIGHT OF ACCESS AGREEMENT (the "Agreement") is made and entered into this 27 **day of** August**, 2024** ("Effective Date") by and between **Fulton County,** a political subdivision of the State of Georgia (the "Grantee"), and ~~Charles Petrakopoulos~~ Richard A. Cannon JS (the "Owner(s)" or "Grantor(s)"), who own the land and the improvements thereon (together, the "Property") having a street address of ~~371 Jon Scott Dr, Alpharetta, GA 30009-2109~~ 110 Jayne Ellen Way JS (the "Property");

1. **Grant**. Owner hereby grants to Grantee, its contractors, assigns, and successors, a non-exclusive license for temporary right of access and entry for the purpose of conducting testing to determine the composition of the Owner's water service line (the "Work"). By granting this license, Owner does not convey any property interest and does not intend for this Agreement to be or become an easement. By permitting Grantee access to the Property to test the water service line, Owner is not conveying any ownership interest in the water service line to Fulton County. By entering the Property, Grantee agrees to restore the impacted area as near as possible to its original condition following the completion of the Work. For the purposes of this Agreement, "original condition" shall mean the condition of the Property and/or surrounding areas immediately prior to the commencement of the Work.

2. **Grantee Obligations.** Grantee shall comply with all applicable laws and perform the Work at its own cost and expense. Grantee shall keep the Property in its current condition to the extent reasonably possible and keep the Property clean and free of debris and trash during the work period, defined below.

3. **Term.** Owner shall provide Grantee access to the Property to perform the Work at a mutually agreed upon date(s) and time(s) between August 14, 2024 to October 15, 2024, during normal business hours (the "Work Period").

4. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

IN WITNESS WHEREOF, we have set our hand and seal this the 27 day of August, 2024.

OWNER

Name: Richard A. Cannon

Name: _____

FULTON COUNTY, GEORGIA

Name: 10/1/24

TEMPORARY RIGHT OF ENTRY

STATE OF GEORGIA,

COUNTY OF FULTON

THIS TEMPORARY RIGHT OF ACCESS AGREEMENT (the "Agreement") is made and entered into this 28TH day of August, **2024** ("Effective Date") by and between **Fulton County,** a political subdivision of the State of Georgia (the "Grantee"), and ~~**Charles Petrakopoulos**~~ Kevin Marks (the "Owner(s)" or "Grantor(s)"), who own the land and the improvements thereon (together, the "Property") having a street address of ~~**371 Jon Scott Dr, Alpharetta, GA 30009-2109**~~ 9350 Riviera Rd Roswell, GA 30075 (the "Property");

1. **Grant**. Owner hereby grants to Grantee, its contractors, assigns, and successors, a non-exclusive license for temporary right of access and entry for the purpose of conducting testing to determine the composition of the Owner's water service line (the "Work"). By granting this license, Owner does not convey any property interest and does not intend for this Agreement to be or become an easement. By permitting Grantee access to the Property to test the water service line, Owner is not conveying any ownership interest in the water service line to Fulton County. By entering the Property, Grantee agrees to restore the impacted area as near as possible to its original condition following the completion of the Work. For the purposes of this Agreement, "original condition" shall mean the condition of the Property and/or surrounding areas immediately prior to the commencement of the Work.

2. **Grantee Obligations.** Grantee shall comply with all applicable laws and perform the Work at its own cost and expense. Grantee shall keep the Property in its current condition to the extent reasonably possible and keep the Property clean and free of debris and trash during the work period, defined below.

3. **Term.** Owner shall provide Grantee access to the Property to perform the Work at a mutually agreed upon date(s) and time(s) between August 14, 2024 to October 15, 2024, during normal business hours (the "Work Period").

4. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

IN WITNESS WHEREOF, we have set our hand and seal this the 28th day of August, 2024.

OWNER

K Marks

Name: Kevin Marks

Name: Julie Marks

FULTON COUNTY, GEORGIA

Name: David Clark

TEMPORARY RIGHT OF ENTRY

STATE OF GEORGIA,

COUNTY OF FULTON

THIS TEMPORARY RIGHT OF ACCESS AGREEMENT (the "Agreement") is made and entered into this 26th **day of** August, **2024** ("Effective Date") by and between **Fulton County,** a political subdivision of the State of Georgia (the "Grantee"), and ~~**Charles Petrakopoulos**~~ David Bonnie Mayner BM DSM (the "Owner(s)" or "Grantor(s)"), who own the land and the improvements thereon (together, the "Property") having a street address of ~~**371 Jon Scott**~~ 170 Meadow BM DSM **Dr, Alpharetta, GA 30009-2109** (the "Property");

1. **Grant**. Owner hereby grants to Grantee, its contractors, assigns, and successors, a non-exclusive license for temporary right of access and entry for the purpose of conducting testing to determine the composition of the Owner's water service line (the "Work"). By granting this license, Owner does not convey any property interest and does not intend for this Agreement to be or become an easement. By permitting Grantee access to the Property to test the water service line, Owner is not conveying any ownership interest in the water service line to Fulton County. By entering the Property, Grantee agrees to restore the impacted area as near as possible to its original condition following the completion of the Work. For the purposes of this Agreement, "original condition" shall mean the condition of the Property and/or surrounding areas immediately prior to the commencement of the Work.

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3. **Term.** Owner shall provide Grantee access to the Property to perform the Work at a mutually agreed upon date(s) and time(s) between August 14, 2024 to October 15, 2024, during normal business hours (the "Work Period").

4. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

IN WITNESS WHEREOF, we have set our hand and seal this the 27th day of August, 2024.

OWNER

Name: David Majher

Name: Bonnie Majher

FULTON COUNTY, GEORGIA

Name: David Majher Jr

David Clark

TEMPORARY RIGHT OF ENTRY

STATE OF GEORGIA,

COUNTY OF FULTON

K. Jenkins Family Revocable Trust

THIS TEMPORARY RIGHT OF ACCESS AGREEMENT (the "Agreement") is made and entered into this 23rd **day of** August**, 2024** ("Effective Date") by and between **Fulton County,** a political subdivision of the State of Georgia (the "Grantee"), and **Charles Petrakopoulos** (the "Owner(s)" or "Grantor(s)"), who own the land and the improvements thereon (together, the "Property") having a street address of ~~**371 Jon Scott Dr, Alpharetta, GA 30009-2109** (the "Property");~~ 1095 Lake Charles Dr Roswell, 30075 K.

1. **Grant**. Owner hereby grants to Grantee, its contractors, assigns, and successors, a non-exclusive license for temporary right of access and entry for the purpose of conducting testing to determine the composition of the Owner's water service line (the "Work"). By granting this license, Owner does not convey any property interest and does not intend for this Agreement to be or become an easement. By permitting Grantee access to the Property to test the water service line, Owner is not conveying any ownership interest in the water service line to Fulton County. By entering the Property, Grantee agrees to restore the impacted area as near as possible to its original condition following the completion of the Work. For the purposes of this Agreement, "original condition" shall mean the condition of the Property and/or surrounding areas immediately prior to the commencement of the Work.

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3. **Term.** Owner shall provide Grantee access to the Property to perform the Work at a mutually agreed upon date(s) and time(s) between August 14, 2024 to October 15, 2024, during normal business hours (the "Work Period").

4. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

IN WITNESS WHEREOF, we have set our hand and seal this the 23rd day of August, 2024.

OWNER

_____
Name: Karen Jenkins, Karen Jenkins
Jenkins Family Revocable Trust
Name: _____

FULTON COUNTY, GEORGIA

_____
Name: David Clark

TEMPORARY RIGHT OF ENTRY

STATE OF GEORGIA,

COUNTY OF FULTON

THIS TEMPORARY RIGHT OF ACCESS AGREEMENT (the "Agreement") is made and entered into this 21 **day of** AUGUST **, 2024** ("Effective Date") by and between **Fulton County,** a political subdivision of the State of Georgia (the "Grantee"), and ~~**Charles Petrakopoulos**~~ JOHN P AND LAURA L BRAGLIA (the "Owner(s)" or "Grantor(s)"), who own the land and the improvements thereon (together, the "Property") having a street address of ~~**371 Jon Scott Dr, Alpharetta, GA 30009-2109**~~ 9450 RIVER LAKE DR, ROSWELL, GA 30075 (the "Property").

1. **Grant**. Owner hereby grants to Grantee, its contractors, assigns, and successors, a non-exclusive license for temporary right of access and entry for the purpose of conducting testing to determine the composition of the Owner's water service line (the "Work"). By granting this license, Owner does not convey any property interest and does not intend for this Agreement to be or become an easement. By permitting Grantee access to the Property to test the water service line, Owner is not conveying any ownership interest in the water service line to Fulton County. By entering the Property, Grantee agrees to restore the impacted area as near as possible to its original condition following the completion of the Work. For the purposes of this Agreement, "original condition" shall mean the condition of the Property and/or surrounding areas immediately prior to the commencement of the Work.

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3. **Term.** Owner shall provide Grantee access to the Property to perform the Work at a mutually agreed upon date(s) and time(s) between August 14, 2024 to October 15, 2024, during normal business hours (the "Work Period").

4. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

IN WITNESS WHEREOF, we have set our hand and seal this the 21 day of AUGUST, 2024.

OWNER

Name: ~~JOHN P. BRAGLIA~~

Name: ~~LAURA L. BRAGLIA~~

FULTON COUNTY, GEORGIA

Name: David Clark

TEMPORARY RIGHT OF ENTRY

STATE OF GEORGIA,

COUNTY OF FULTON

THIS TEMPORARY RIGHT OF ACCESS AGREEMENT (the "Agreement") is made and entered into this 26 **day of** August **, 2024** ("Effective Date") by and between **Fulton County,** a political subdivision of the State of Georgia (the "Grantee"), and ~~**Charles Petrakopoulos**~~ David Clark (the "Owner(s)" or "Grantor(s)"), who own the land and the improvements thereon (together, the "Property") having a street address of ~~**371 Jon Scott Dr, Alpharetta, GA 30009-2109**~~ 60 Wills Dr. DAC (the "Property");

1. **Grant**. Owner hereby grants to Grantee, its contractors, assigns, and successors, a non-exclusive license for temporary right of access and entry for the purpose of conducting testing to determine the composition of the Owner's water service line (the "Work"). By granting this license, Owner does not convey any property interest and does not intend for this Agreement to be or become an easement. By permitting Grantee access to the Property to test the water service line, Owner is not conveying any ownership interest in the water service line to Fulton County. By entering the Property, Grantee agrees to restore the impacted area as near as possible to its original condition following the completion of the Work. For the purposes of this Agreement, "original condition" shall mean the condition of the Property and/or surrounding areas immediately prior to the commencement of the Work.

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4. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

IN WITNESS WHEREOF, we have set our hand and seal this the _____ day of _____, 2024.

OWNER

D A. Clark

Name: David A Clark

_____

Name: _____

FULTON COUNTY, GEORGIA

_____

Name: David Clark

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0715 **Meeting Date:** 11/6/2024

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of an Intergovernmental Agreement (IGA) between Fulton County and the City of Johns Creek, Georgia for Fire Hydrant, Water Meter and Water Valve Box relocations and adjustments associated with the road improvements at various locations in the City of Johns Creek, Georgia, in an estimated amount of $100,000.00.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
GA CONST Art. 9, § 3, ¶ I provides that the County may contract for any period not exceeding 50 years with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities that the contracting parties are authorized by law to undertake or provide. O.C.G.A § 36-10-1 requires that all official 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)*
Health and Human Services

Commission Districts Affected
All Districts ☐
District 1 ☒
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

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

Scope of Work: The City of Johns Creek is currently planning road improvements at various

locations. The project will include road widening with landscaped medians and sidewalk improvements. As part of these roadway projects fire hydrants will need to be relocated and water meters and water valve boxes will need to be adjusted to meet the new grade within the current right-of-way. Water service will remain uninterrupted during the construction period. The City of Johns Creek bid the roadway improvements in May 2024 and is now requesting the execution of an Intergovernmental Agreement (IGA) between Fulton County and the City of Johns Creek to allow the City of Johns Creek to include the relocation and adjustment work as part of their project. Fulton County would reimburse the City of Johns Creek after the construction work has been completed by their contractor. Fulton County staff will be on-site during the work to ensure that construction is done to Fulton County standards. The bid for the relocation and installation of the impacted water mains is $100,000.00 and has been budgeted for as part of the water and sewer fund and included in the 2016-2026 Capital Improvement Program.

Community Impact: Currently, Fulton County has water mains serving properties along these sections of Sargent Road at Ashwick/Barton Place, Old Alabama Road, Buice Road; and Johns Creek Parkway at Lakefield Drive. The road improvements will affect the existing water lines that serve the developments in this area, as well as the water distribution system into the City of Johns Creek.

Department Recommendation: The Department of Public Works believes that the most cost-effective way to complete the water main relocations is by allowing the City of Johns Creek to bid out the work as part of their roadway project. Therefore, Public Works recommends that Fulton County enter into an Intergovernmental Agreement (IGA).

Project Implications: The road improvements impact the existing water mains due to modifications of existing grades with road widening along Sargent Road at Ashwick/Barton Place, Old Alabama Road, Buice Road; and Johns Creek Parkway at Lakefield Drive that require the relocation of fire hydrants and adjustments water valves to match the proposed roadway surface. The existing water main will remain in place to maintain water service in this area.

Community Issues/Concerns: During construction of the relocations, water service is to be maintained and temporary interruptions may occur during tie-ins with the existing water main.

Department Issues/Concerns: The Public Works Department is not aware of any issues or concerns with this proposed Intergovernmental Agreement (IGA). This type of arrangement between the City of Johns Creek and Fulton County has worked well on past projects.

Contract Modification

“New Procurement.”

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

The City of Johns Creek

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

Exhibit-A IGA Fulton Water System Relocation Various Projects

Exhibit-B Cost Estimate Various Locations

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

The City of Johns Creek

Contract Attached

Yes

Previous Contracts

Choose an item.

Total Contract Value

Original Approved Amount:	
Previous Adjustments:	
This Request:	$100,000.00
TOTAL:	$100,000.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5400-H065

Key Contract Terms	
Start Date:	**End Date:**
Cost Adjustment:	**Renewal/Extension Terms**:

Agenda Item No.: 24-0715 **Meeting Date:** 11/6/2024

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?
Choose an item.

Report Period Start: **Report Period End:**

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF JOHNS CREEK, GEORGIA AND FULTON COUNTY, GEORGIA FOR THE ADJUSTMENT, RELOCATION AND/OR CONSTRUCTION OF WATER AND SEWER SERVICE LINES VARIOUS TRANSPORTATION PROJECTS

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is executed as of _____ day of _____, 2024, by and between **CITY OF JOHNS CREEK, GEORGIA** ("CITY"), a municipality of the State of Georgia, and **FULTON COUNTY, GEORGIA** ("COUNTY"), a political subdivision of the State of Georgia. The term "Party" refers individually to either the CITY or the COUNTY and the term "Parties" refers to both the CITY and the COUNTY.

WHEREAS, the CITY undertakes various transportation projects (As per exhibit A) to enhance roadways within the City of Johns Creek by contract through its competitive bidding procedures ("TRANSPORTATION PROJECT"); and

WHEREAS, the COUNTY owns and maintains fire hydrants, water mains, water meters, sanitary sewer lines, service lines, valves, and other infrastructure associated with water and sanitary sewer services as shown on construction plans for the TRANSPORTATION PROJECT ("UTILITIES"); and

WHEREAS, the UTILITIES must be adjusted or relocated as a result of the TRANSPORTATION PROJECT ("UTILITIES RELOCATION"); and

WHEREAS, the COUNTY does not have adequate equipment and staff to adjust or relocate its UTILITIES, or for other reasons considers it advantageous to have this work included in the TRANSPORTATION PROJECT contract to be let to bid by the CITY; and

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, Subparagraph I, Subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not exceeding fifty (50) years, with each other or with any other public agency, public corporation, or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the COUNTY and CITY desire to enter into an IGA to facilitate the UTILITIES RELOCATION; and

WHEREAS, the CITY and the COUNTY have not previously entered into a separate, project specific IGA for ULITIES RELOCATION; and

WHEREAS, as consideration for UTILITIES RELOCATION the COUNTY will reimburse the adjustment or relocation cost incurred by the CITY; and

WHEREAS, the COUNTY and CITY have determined that this IGA serves the best interest of all parties and their citizens by improving transportation and utility infrastructures.

NOW THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual promises, covenants and undertakings of the parties hereinafter set forth, and for the public purposes herein contained and provided for, the COUNTY and the CITY covenant, agree and bind themselves as follows:

I. PURPOSE.

This IGA is entered into with the understanding by the Parties that the primary purpose of this IGA is for the Parties to meet the public purpose of transportation and utility infrastructure improvements.

II. COMPENSATION AND PAYMENT.

The total estimated cost of UTILITIES RELOCATION work contemplated under this IGA is **One Hundred Thousand Dollars ($100,000).** Said amount shall be the total COUNTY contribution to the UTILITIES RELOCATION work contemplated under this IGA and is the maximum amount of the COUNTY's obligation under this IGA, unless the IGA is amended by the parties as provided herein. It is agreed that the compensation specified herein includes both direct and indirect costs incurred in the performance of this IGA under generally accepted accounting principles and as allowed in the Federal Acquisition Regulations Subpart 31.6 and not prohibited by the laws of the State of Georgia. Should either Party, pursuant to the provisions of this IGA, terminate the work under this IGA, the performing Party shall be paid for the percentage of work completed as of the date of termination.

III. OVERVIEW.

The UTILITIES RELOCATION project contemplated by this IGA consists of the following:

VARIOUS TRANSPORTATION PROJECTS WITHIN CITY RIGHTS OF WAY (As per Exhibit A).

IV. FULTON COUNTY'S RESPONSIBILITIES.

1. The COUNTY shall undertake the UTILITIES RELOCATION project design and submit a cost estimate to the CITY for its utility adjustment or relocation based on GDOT specifications and mean item summary.
2. The plans and estimate for the UTILITIES RELOCATION work shall be subject to approval of the COUNTY prior to advertising for bids.
3. The COUNTY shall have the right to visit and to inspect the UTILITIES RELOCATION work at any time and to advise the CITY's engineer of any observed discrepancies or potential problems with the approved UTILITIES RELOCATION plan.

4. The COUNTY shall respond, in a timely manner, to any issue that may arise during the construction phase of the UTILITIES RELOCATION. Every reasonable effort shall be made with respect to matters within the control of the COUNTY so as not to delay the contractor under any circumstances.
5. The COUNTY is responsible to reimburse all material and labor costs to the CITY related to specified UTILITIES RELOCATION work perform as part of the TRANSPORTATION PROJECT. The reimbursement shall be based on the actual construction costs and shall be paid by the COUNTY within thirty (30) days after delivery of payment request by the CITY.
6. Upon certification by the CITY's engineer that the UTILITIES RELOCATION work has been completed in accordance with the plans and specifications, the COUNTY will accept the adjusted, relocated and/or newly construction UTILITIES and will thereafter operate and maintain said UTILITIES without further cost to the CITY or its contractor.

V. CITY OF JOHNS CREEK'S RESPONSIBILITIES.

1. The CITY shall undertake the UTILITIES RELOCATION contracting and construction and shall assume responsibility for management and completion of the UTILITIES RELOCATION project.
2. The plans and estimate for the UTILITIES RELOCATION work shall be subject to approval of the CITY prior to advertising for TRANSPORTATION PROJECT bids.
3. All UTILITIES RELOCATION work, necessary for the adjustment or relocation of the described UTILITIES in accordance with the final UTILITIES RELOCATION plans when approved, shall be included in the TRANSPORTATION PROJECT contract and let to bid by the CITY.
4. All construction, engineering and contract supervision for the TRANSPORTATION PROJECT shall be the responsibility of the CITY. The CITY shall be responsible to assure that all UTILITIES RELOCATION work is accomplished in accordance with the plans and specifications and to consult with the COUNTY before authorizing any changes or deviations which affect the COUNTY's UTILITIES.
5. The CITY shall respond, in a reasonably timely manner, to any issue that may arise during the construction phase for the UTILITIES RELOCATION. Every reasonable effort shall be made with respect to matters with the control of the CITY so as not to delay the contractor under any circumstances.

VI. ADDITIONAL UNDERSTANDINGS.

The Parties to this IGA have mutually acknowledged and agreed to the following:

1. The Parties shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this IGA.

2. It is not the intent of this IGA to restrict the Parties to this IGA from their involvement or participation with any other public or private individuals, agencies or organizations.

3. It is not the intent or purpose of this IGA to create any rights, benefits and/or trust responsibilities by or between the Parties.

4. This IGA shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the IGA or keep in place any contract, except as specifically provided in this IGA.

VII. **TERM.** This IGA shall be effective upon execution by both Parties and continue until December 31, 2028, unless the IGA is terminated as provided herein by either Party, and in no event shall exceed a fifty (50) year term. The Parties may agree to amend this IGA at any time as provided for herein.

VIII. **TERMINATION**. Anything contained herein to the contrary notwithstanding, either Party may terminate the IGA:

1. If the other Party commits a material breach of the IGA and fails to cure said breach to the non-breaching Party's satisfaction after receiving thirty (30) days written notice; or

2. Without cause, if the terminating party gives ninety (90) days prior written notice to the other Party.

IX. **RESPONSIBILITY FOR CLAIMS AND LIABILITY.**

It is hereby stipulated and agreed between the parties that, with respect to any claim or action brought by a third party and arising out of the activities described in this IGA or stems from any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations, each party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence actions or omissions of its own agents, officers, and employees. Either Party may self-fund its obligations under this IGA. However, nothing herein shall be construed as a waiver of any Party's sovereign immunity or the immunities available to the officials, officers and employees of the Parties. The CITY shall ensure that any contractor retained or selected by the CITY to provide services related to the UTILITIES RELOCATION work contemplated in this IGA shall agree to indemnify and hold harmless the COUNTY as well as its commissioners, officers, officials, employees, and agents, from and against any and all loss and/or expense which it or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, arising out of the UTILITIES RELOCATION work irrespective of the COUNTY's negligence (except that no Party shall be indemnified for their own sole negligence). Any contractor retained by the CITY, if requested, shall assume and defend at the contractor's own expense, any suit, action or other legal proceedings arising therefrom in which the COUNTY,

and/or its commissioners, officers, officials, employees, and agents, are named as a party, and the contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the COUNTY and/or its commissioners, officers, officials, employees, and agents, arising therefrom. The CITY shall ensure that the provisions of this Article are included in all contracts and subcontracts.

X. **INSURANCE.** Prior to beginning the UTILITIES RELOCATION work, the CITY shall obtain and where the CITY is utilizing the services of a contractor to carry out the UTILITIES RELOCATION work, shall also cause its contractors to obtain and furnish certificates of insurance in which the COUNTY is named as an "Additional Insured," for the following minimum amounts of insurance prior to the undertaking of any of the activities contemplated under this IGA, as applicable:

i. Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
ii. Public Liability Insurance in an amount of not less than one hundred thousand dollars ($100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars ($300,000) on an account of any one occurrence.
iii. Property Damage Insurance in an amount of not less than fifty thousand dollars ($50,000) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars ($100,000).
iv. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work contemplated under this agreement.

Insurance shall be maintained in full force and effect during the life of this IGA and until final completion of the UTILITIES RELOCATION work contemplated under this IGA. The scope and coverage of the insurance protection shall extend beyond the completion of the UTILITIES RELOCATION project until the expiration of any applicable statutes of limitations. The CITY shall retain the right to satisfy any or all of its insurance obligations under this IGA by means of a Self-Funded Plan or Program. Nothing herein shall be construed as a waiver of either Party's sovereign immunity as a governmental body, or waiver of any governmental immunities available to its officers, officials, employees or agents.

XI. **CONFIDENTIALITY.**

The CITY agrees to establish appropriate administrative, technical, and physical safeguards to ensure that it does not provide and make available confidentiality, protected, proprietary or privileged data in the System. The CITY agrees to abide and comply with all applicable laws, rules and regulations relating to privacy and confidentiality of protected information.

XII. **REPRESENTATIONS REGARDING DATA.**

Each Party has made its best efforts to ensure the accuracy and completeness of the information and data transferred or made available through the performance of the IGA. Each Party makes no warranties or representations to the public, to the other Party or to third parties regarding data made available through the performance of the IGA. It shall be the responsibility of each Party or any third party to verify the accuracy of data. Each Party to this IGA accepts no liability that may arise from the use of data by any person or any third party. All information is provided "as is" with no warranty of any kind concerning fitness of use. No Party to this IGA shall be liable for the use of data or any inferences, judgments, or decisions resulting from use of data.

XIII. TIME OF PERFORMANCE.

Time is of the essence in all matters pertaining to this IGA. The CITY shall perform its responsibilities under this IGA, commencing on receipt a copy of written "Notice to Proceed" from Fulton County, shall complete the UTILITIES RELOCATION project based on the construction time for the TRANSPORTATION PROJECT.

XIV. REVIEW OF WORK.

Authorized representatives of the COUNTY may at all reasonable times review and inspect the activities and data collected under the terms of this IGA and any amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps and computations prepared by or for the CITY related to the UTILITIES RELOCATION. The COUNTY reserves the right for reviews and acceptance on the part of affected public agencies, railroads and utilities insofar as the interest of each is concerned. Acceptance of the UTILITIES RELOCATION work shall not relieve the CITY to exercise reasonable care to correct, at its expense, any of its errors in the UTILITIES RELOCATION work. The COUNTY's review recommendations shall be incorporated into the UTILITIES RELOCATION work activities of the CITY.

XV. RECORDS.

The CITY shall keep accurate records in a reasonable manner approved by the COUNTY with regard to the UTILITIES RELOCATION activities conducted under this IGA and submit to the COUNTY upon request, such information as is required in order to ensure compliance with this IGA.

XVI. MISCELLANEOUS.

A. **Entire Agreement; Counterparts**. This IGA may be executed by the Parties in counterparts, each of which shall constitute an original. This IGA sets forth the entire understanding between the Parties pending the execution of the Agreement, and supersedes all previous agreements and understandings between them, oral or written, and may be

amended only in a document executed by both Parties. No amendment, modification, termination, or waiver of any provision of this IGA, nor consent to any departure by the Parties, shall in any event be effective unless the same shall be in writing and signed by the COUNTY and CITY, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

B. **Governing Law**. This IGA and the Parties' rights and obligations hereunder, shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws rules.

C. **Limitation on liability**. No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this IGA. Nothing herein shall be construed as a waiver of any Party's sovereign immunity or other governmental immunity as allowed by law.

D. **Representations and Warranties of the Parties**. In furtherance of the public purposes of this IGA, the COUNTY and CITY hereby represent and warrant to each other (which representations and warranties shall be deemed independently material notwithstanding any prior inquiries) the following:

1. **Authority**. Each Party hereto expressly represents and warrants that (i) it has the power to make, deliver and perform this IGA, and has taken all necessary action to authorize the execution, delivery and performance of this IGA; (ii) this IGA when executed will constitute the valid obligations with respect to it legally binding upon the same and enforceable in accordance with the terms hereof; and (iii) no further consent or approval of any other Party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this IGA. Without limiting the generality of the foregoing, each Party hereby expressly acknowledges and represents that it has officially adopted and otherwise approved this IGA at a meeting of its governing authority in accordance with the Constitution and laws of the State of Georgia, to include, without limitation, the Georgia Open Meetings Act, O.C.G.A. 50-14-1 et seq.

2. **Public Purpose**. This IGA and the services contemplated herein are for the public welfare and benefit and are undertaken in accordance with the laws and Constitution of the State of Georgia. Without limiting the foregoing, the parties specifically and expressly warrant and represent, and do hereby find, that this IGA (i) pertains to the provision of services and activities which the Parties are by law authorized to undertake and provide; (ii) is otherwise authorized under the Intergovernmental Contracts Clause of the Georgia Constitution of 1983, Art. IX, Sec. III, Par. 1(a); (iii) does not authorize the creation of new debt" as contemplated by Ga. Const. of 1 983, Art. IX, Sec. V. Par. I (a); and (iv) does not violate O.C.G.A. § 36-30-3(a) or otherwise prevent fee

legislation by any Party in matters of government, and shall be binding and enforceable against the Parties and their successors during the term hereof in accordance with its terms.

3. **No Conflicting Agreements**. The execution, delivery and performance of this IGA will not violate or contravene any contract, undertaking, instrument or other agreement to which the COUNTY and/or CITY are a Party or which purports to be binding upon said Parties. Furthermore, the execution, delivery and performance of this IGA does not violate the provisions of any Party's respective charter or Code of Ordinances, or any statutory or decisional laws of the State of Georgia respecting similarly situated municipal corporations or political subdivisions of said State (as the case may be).

The representations and warranties contained in this Section D shall be true and correct as of the date hereof and such representations and warranties, and the obligation of the COUNTY and CITY to perform their respective obligations under this IGA shall be expressly conditioned upon said representations and warranties being true and correct on the date hereof. Furthermore, each Party hereto specifically acknowledges and agrees that they shall be forever estopped from making any claim, counterclaim, assertion, or other argument of any kind contrary to the representations and warranties set forth hereinabove or otherwise contained in this IGA.

E. **Assignment; Binding Effect**. The rights and obligations of the Parties under this IGA are personal and may not be assigned without the prior written consent of the COUNTY and the CITY. Subject to the foregoing, this IGA shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

F. **No Third-Party Beneficiaries**. This IGA is made between and limited to the COUNTY and CITY, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than the COUNTY and CITY, and no other person or entity shall be considered a third-party beneficiary by virtue of this IGA or otherwise entitled to enforce the terms of this IGA for any reason whatsoever.

G. **Relationship of Parties**. Notwithstanding anything in this IGA to the contrary, neither Party shall have the power to bind nor obligate the other Party except as expressly set forth in this IGA.

H. **Survival of Representations**. All terms, conditions, covenants, warranties contained in any determination of this IGA shall survive the termination of this IGA until amended by the applicable governing authority.

I. **Notices**. Any notice or communication required or permitted under this IGA shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the following addresses:

To the COUNTY:

Abul K. Howlader
Engineering Administrator
Department of Public Works
141 Pryor Street, S.W., Suite 6001
Atlanta, Ga 30303

Copy to:

County Attorney
Office of the County Attorney
141 Pryor Street, S.W., Suite 4038
Atlanta, Ga 30303

To the CITY:

Allison Tarpley
City Clerk
11360 Lakefield Drive
Johns Creek, Ga 30097

Copy to:

City Attorney
CAROTHERS & MITCHELL, LLC
1809 Buford Highway
Buford, Ga 30518

J. **Severability Clause**. In the event that any provision of this IGA shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this IGA shall be determined to be unlawful or otherwise unenforceable, the remainder of the IGA shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this IGA to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

IN WITNESS WHEREOF, the Parties, by and through their duly authorized representatives, have executed this IGA to be effective as of the date first set forth above.

CITY OF JOHNS CREEK, GEORGIA

By: _____
John Bradberry, Mayor

Attest:

By: _____
Allison Tarpley, City Clerk

Approved as to Form:

By: _____
City Attorney

FULTON COUNTY, GEORGIA

By: _____
Robert L. Pitts, Chairman
Board of Commissioners

Attest:

By: _____
Tonya R. Grier, Commission Clerk

Approved as to Form:

By: _____
County Attorney

EXHIBIT A

The following projects are anticipated to be completed under this IGA:

- Old Alabama Road Trail
- Sargent Road @ Ashwick/Barton Place Roundabout
- Buice Road Sidewalk
- Johns Creek Parkway Improvements (Lakefield Drive to East Johns Crossing)

Exhibit-B Cost Estimate Various Locations

Sargent Road @ Ashwick/Barton Place Roundabout	***UNIT***	***QUANTITY***	***COST***	***SCHEDULED VALUE***
611-8140 ADJUST WATER VALVE BOX TO GRADE	EA	1	$630	$630
670-4000 FIRE HYDRANT - W/6" GV	EA	1	$8,441	$8,441
670-9920 REMOVE EXISTING FIRE HYDRANT	EA	1	$1,325	$1,325
670-9730 RELOCATE EXISTING WATER METER, INCLUDING BOX	EA	1	$752	$752
				$11,148
Old Alabama Road Trail	***UNIT***	***QUANTITY***	***COST***	***SCHEDULED VALUE***
Adjust Water valve to grade in pavement	EA	2	$650.00	$1,300
Adjust Water valve to grade in gutter or sidewalk	EA	4	$650.00	$2,600
Adjust Water valve to grade in dirt or SOD	EA	1	$350.00	$350
Relocation of hydrant at STA 108+95, 118+75, 128+56	EA	3	$7,150.00	$21,450
				$25,700
Buice Road Sidewalk				
NO RELOCATION WORK REQUIRED				$0
Johns Creek Parkway at Lakefield Drive				
NO RELOCATION ANTICIPATED PER FULTON COUNTY 3-21-24				$0
Contingency				$63,152
				$100,000

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0716 **Meeting Date:** 11/6/2024

Department
Behavioral Health and Development Disabilities

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of Subrecipient Award Agreements with the Atlanta/Fulton County Prearrest Diversion Initiative, Inc. (PAD) and Applied Research Services, Inc. (ARS) to fulfill a COSSUP Grant between Fulton County, on behalf of the Department of Behavioral Health and Developmental Disabilities (DBHDD) with Subrecipients for the grant award in the amount of $1,599,999.00 from the U.S. Department of Justice, Bureau of Justice Assistance. The two agreements are with PAD in the amount of $564,093.00 to provide Diversion Services, and (b) ARS in the amount of $150,000.00 to provide data collection services for this grant. The County Attorney is authorized to approve the agreements as to form and make necessary changes thereto prior to execution. The agreements are effective upon BOC approval through September 30, 2025. The payment period for eligibility for payments from the grant utilized in funding these Agreements is effective for the duration of the eligibility period of the grant (October 1, 2023 through September 29, 2026), but shall not extend beyond September 30, 2025. This item is 100% grant funded.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Official Code of Georgia Section 36-10-1: All official contracts entered by the County governing authority and with other persons on behalf of the County shall be in writing and entered in its minutes.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Agenda Item No.: 24-0716 **Meeting Date:** 11/6/2024

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 Department of Behavioral Health and Disabilities (DBHDD) in partnership with the Atlanta/Fulton County Prearrest Diversion Initiative, Inc. (PAD) propose the Fulton County Diversion and Deflection Recovery Program (FDR) to respond to substance use, promote public safety, and support access to Substance Use Disorders (SUD) treatment and recovery services for individuals in Fulton County, GA. This FDR proposal builds upon the successes of DBHDD's FY20 COSSAP to expand to Fulton County's most underserved areas and increase deflection and diversion across the county. The proposed FDR program will: (i) provide training to new law enforcement officers and ongoing quarterly professional development for existing officers to promote diversion to The Center, expanding to several precincts within Fulton County; (ii) provide intensive care navigation for at least 425 diverted participants and increased access to recovery housing for those in need; (iii) provide evidence-based mobile behavioral health services to diverted individuals in recovery housing; and (iv) conduct deflection outreach to targeted areas of high crime and high usage in North and South Fulton to connect individuals with needed SUD services before they reach involvement with the criminal justice system.

Scope of Work: Deflection. A DBHDD FDR mobile team will be responsible for conducting targeted outreach throughout Fulton County to deflect individuals experiencing homelessness and/or with SUD/COD before they reach justice system involvement. The mobile team consists of 1.0 FTE Social Services Program Manager, 1.0 FTE Behavioral Health Clinician, and 2.0 Peer Support Specialists and will contact at least 250 people in Year 1 and 350 in Years 2 and 3, resulting in at least 600 total contacts. Based upon analysis of the Overdose Detection Map (ODMAP)22 and drug-related crimes within Fulton County, the mobile team will focus its outreach efforts in North Fulton - Roswell, Sandy Springs, and Johns Creek zip codes 30076, 30022, 30328, and 30350; Central Fulton - Bankhead, Vine City, West End, Lakewood, English Avenue zip codes 30318, 30314, 30315, 30310, and 30311; and South Fulton - East Point, Sandtown, College Park zip codes 30349, 30331, and 30344. DBHDD anticipates this outreach will lead to approximately 10 FDR enrollments per month including recovery housing and SUD treatment with DBHDD (see activity #4 for additional information about DBHDD's behavioral health services). **Diversion.** The Center is centrally located and will be available 24/7/365 beginning in the Spring 2024. Initially, The Center will prioritize diversions by the top arresting agencies in Fulton County, with the goal of providing a drop-off location for use by any Fulton County police officer, regardless of jurisdiction ranging from North to South Fulton County and across all 15 cities. PAD will coordinate with the Atlanta Police Department and other top arresting agencies in Fulton County to engage law enforcement through focus groups, tours of The Center, and diversion protocol training to develop a train-the trainer strategy for new law enforcement recruits and to provide ongoing quarterly refresher training as The Center gains traction. This training covers diversion protocols, harm reduction, and barriers faced by people experiencing mental health or substance use needs. In addition to formal training, PAD engages officers at roll call visits on a weekly basis. PAD will accept referrals from The Center and provide an initial needs assessment, the Coordinated Entry housing assessment, intensive case management, linkages to community-based behavioral health supports, referrals for recovery housing, municipal IDs, benefits enrollment, legal aid, and additional support as needed.

Community Impact: Fulton County, through DBHDD desires to continue providing shared resources for support and coordination of pre-arrest diversion services for adult participants.

Department Recommendation: DBHDD recommends the approval of these two COSSUP Grant Subrecipient Agreements

Project Implications: Policing and Alternatives and Diversion Initiative(PAD) will assist all stakeholders with

the implementation and operation of the Atlanta/Fulton County Policing and Alternatives and Diversion Initiative as described in paragraph 1.5 of the agreements.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1:

461 755 COS1

Fulton County, Georgia
Department of Behavioral Health and Developmental Disabilities
BJA FY 24 Comprehensive Opioid, Stimulant, and Substance Use Site-based Program (COSSUP) Grant

COSSUP Grant SUBRECEPIENT AWARD

GRANT NUMBER: 2023-15PBJA-23-GG-02310-COAP

THIS AGREEMENT "Agreement"), entered into this __day of October 2024, by and between **Fulton County, Georgia** (hereinafter referred to as "County") a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners ("**BOC**"), and **Atlanta/Fulton County Prearrest Diversion Initiative, Inc.** ("**PAD")** (hereinafter referred to as "Contractor" or "Subrecipient").

W I T N E S S E T H:

WHEREAS, the County, as the recipient of the Bureau of Justice Assistance FY 2023 Comprehensive Opioid, Stimulant, and Substance Use Site-based Program (COSSUP) Award, through the Chairman of the Board of Commissioners of Fulton County ("BOC"), has been awarded grant funds initially approved by the BOC (Agenda Item# 23-0441 – Ratification of the Grants Activity Report dated July 12, 2023 (As reference, BOC Agenda Item# 21-0068, dated 1/20/2021 was for the approval of the DBHDD MOU between City of Atlanta, District Attorney, Solicitor and Atlanta PAD); and

WHEREAS, the County, through DBHDD, has recommended funding to **PAD** to facilitate approved programs (the "Project") as further defined below, for a total amount not to exceed **$564,093.00,** subject to the availability of federal funding and disbursement; and

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

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

1. The Subrecipient acknowledges and agrees that the Special Condition and other requirements attached hereto as Attachment "A" are a material part of this Agreement and are incorporated as part of the Agreement as if fully set forth herein.

2. Non-compliance of any of the Special Conditions contained within this document, by the authorized official, project officials and/or employees of this grant, may result in a recommendation by DBHDD that the award be suspended or terminated.

3. Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

As a subrecipient of the grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

CONTRACTOR SERVICES

Paragraph 1. The County retains Contractor and Contractor accepts retention by the County to render services described herein, with all such services to be performed in the manner and to the extent required by the parties herein, and as may hereafter be amended or extended in writing by mutual agreement of parties and as allowed in accordance with all applicable laws and/or regulations.

Paragraph 1.1. Contractor represents and the County acknowledges that Contractor (PAD) will render the services defined and required herein.

Paragraph 1.2. Contractor represents that **Moki Macias** is authorized to bind PAD to the terms and conditions of the Agreement and that she is authorized to enter into this Agreement on behalf of Contractor. Contractor shall immediately notify the County in writing of any change in its authorized representative and to provide the name of the new authorized representative in writing.

Paragraph 1.3. Contractor represents that **PAD** is an eligible public and/or private non-profit health and/or support service provider and has provided documentation in the form of official notification of their 501(c)(3) status from the Federal Internal Revenue Service (IRS) as appropriate.

Paragraph 1.4. Contractor shall not enter into any sub-contractual agreements for the provision of services defined and required herein without the expressed written approval of the County in advance.

Paragraph 1.5. PAD shall:

- Provide pre-arrest and post-arrest diversion throughout Fulton County by providing training throughout the grant period to at least 4 top-arresting police agencies that drive bookings into Fulton County jails. In total, at least 1,250 officers will be trained throughout the grant period. Activities involved:
- Provide care navigation, legal navigation, recovery-based services including connection to recovery housing, mobile behavioral health treatment, and referrals to Medication Assisted Treatment ("MAT") through Grady Hospital to 100 unique individuals in Year 1, 150 unique individuals in Year 2, and 175 in Year 3 (425 total during grant period).

- Implementation of Fulton County Diversion and Deflection Recovery Program ("FDR") will result in: (i) 40% reduction in the number of arrests for PAD participants who have been active with PAD for 6 months and had been arrested in the local jurisdiction within 6 months prior to PAD enrollment; (ii) 40% reduction in the average jail length of stay for PAD participants who have been active with PAD for 6 months and have spent time in local jails within 1 year to PAD enrollment.
    - Integrate project activities with other local and statewide Substance Use Disorders ("SUD") prevention/intervention and criminal justice reform initiatives.

Paragraph 1.6. Changes to the treatment provider list must be submitted in writing and agreed upon by the County. All recipient(s) (and any subrecipient at any tier) should verify that it has federal authorization to make the particular subaward. All subawards require federal authorization, which may take several forms. In some cases, a federal statute (such as a program statute) may specifically authorize particular subawards (or particular categories of subawards), including subawards at multiple tiers.

MODIFICATIONS

Paragraph 2. No amendment to this Agreement shall be binding upon the parties unless the same is in

writing, approved by the Board of Commissioners and the Contractor's duly authorized representative noted in Paragraph 1.2.

Paragraph 2.a. No modification shall be made to the operational matters specified in this Agreement shall be binding upon the parties unless the same is in writing, approved by the Director of Fulton DBHDD or her designee and the Contractor's duly authorized fiscal designee and programmatic designee.

REPORTING REQUIREMENTS

Paragraph 3.1. Contractor agrees to track and provide data for tracking all individuals who receive services supported by COSSUP Grant funds. In order to comply with the participation requirements, including reporting of all required variables for Fulton County DBHDD. Contractors will obtain a release of information from each of the treatment providers to adhere to HIPPA Guidelines.

Client data reports must be consistent with eligibility requirements specified by County and those outlined in the grant, which demonstrates eligible clients are receiving allowable services.

Contractor must submit a plan and timeline for correcting errors, warnings, or alerts and an explanation for those which cannot/should not be corrected.

Paragraph 3.2. Contractor agrees to provide monthly expenditure and monthly programmatic reports as described and requested by County to document progress toward implementation of the approved program activities and services in accordance with the requirements of the Fulton County DBHDD and other applicable regulations. .

Paragraph 3.3. Contractor agrees to submit Monthly Progress Reports which shall consist of, but not be limited to, narrative and quantitative information indicating progress toward meeting goals and objectives as well as the number and demographic characteristics of clients served not later than the 5th day of each month. If a deadline falls on a weekend or holiday, the report must be received on the Friday prior to the deadline to be considered on time.

> **Paragraph 3.3.a.** All quarterly progress reports must be submitted to Contractor's assigned County Project Officer.

Paragraph 3.4. Contractor agrees to submit Annual Progress Reports which shall consist of, but not be limited to, narrative and quantitative information indicating progress toward meeting goals and objectives as well as the number and demographic characteristics of clients served. The date of this report will be provided by DBHDD.

Paragraph 3.5. Contractor agrees to maintain and submit the necessary supporting documentation to verify the cost recorded in a monthly Cumulative Contract Expenditure Report.

Paragraph 3.6. Any Contractor receiving COSSUP funding shall establish and maintain a system that tracks and reports the following:

- Dollars expended by target population
- Number of clients served by target population
- Units of services overall and by race and ethnicity, women, infants, children and youth
- Client-level health outcomes

Paragraph 3.7. Contractor(s) agree(s) that during the period of the Contract, it will participate, as requested by the County, in efforts to develop a standard approach and data set to address the data information requirements described below:

- Identifiers (e.g., first, last, middle names; Date of Birth; State Identification Number if available)
- Demographics (e.g., race, ethnicity, sex, marital status, years of education, employment status)
- Key dates (e.g., date of referral, date of intake, dates of service provision, date services ended)
- Type(s) of services provided (e.g., individual therapy, group therapy, psychoeducational groups, housing assistance, job training, assistance with benefits)
- Duration of services provided (e.g., start and end dates, dates of all contacts with clients)
- Discharge status (e.g., completion status - successful completion, did not complete and why)

Paragraph 3.8. Any Contractor receiving COSSUP funding shall establish and maintain a system that tracks and reports the following:

- Dollars expended by target population
- Number of clients served by target population
- Units of services overall and by race and ethnicity, women, infants, children and youth
- Client-level health outcomes

Paragraph 3.9. Contractor agrees that it will participate in the Planning Council Evaluations Committee's survey to assess the effectiveness of the administrative mechanisms. Surveys shall be completed by the fiscal designee and the programmatic designee. Survey responses shall be submitted prior to the deadline specified by the Evaluations Committee.

COMPENSATION FOR SERVICES/ TERM

Paragraph 4. Subject to the availability and disbursement of federal funds, the approved services described in the Agreement herein shall be performed by Contractor for an allocation of COSSUP funds, in an amount not to exceed **$564,093.00** The actual amount awarded to the Contractor at any one time shall equal the total amount of the purchase order(s) issued.

Paragraph 4.2. Contractor shall provide County with projected spending plans detailed in Budget Spend Plan.

Paragraph 4.3. The budget attached to the Agreement is a complete, approved budget for expenditures of all COSSUP funds awarded pursuant to this Agreement and may hereafter be amended or extended in writing by mutual agreement of parties prior to expenditure of funds.

Paragraph 4.4 Contractor shall use the COSSUP funding only for the following:

- provide training to new law enforcement officers and ongoing quarterly professional development for existing officers to promote diversion to The Center, expanding to several precincts within Fulton County
- provide intensive care navigation for at least 425 diverted participants and increased access to recovery housing for those in need
- Provide client assistance funds for transportation and cell phones, averaging $150/participant
- Any amendments to the budget must first be discussed with and approved by the Fulton County Department of Behavioral Health and Developmental Disabilities

Funds CANNOT be used for:

- Prizes, rewards, entertainment, trinkets, or any other monetary incentives
- Client stipends
- Gift cards
- Purchase vehicles
- Food and beverages

Paragraph 4.5. Except as otherwise provided for in this Agreement, the County will, within thirty (30) calendar days transmit (by posting in U.S. Mail) or appropriately approved electronic funds transfer (EFT) Contractor payments called for under this Agreement after receipt of a correct monthly Cumulative Contract Expenditure Report, required documentation and the electronic spreadsheet which are within the approved budget and provided that Contractor is not currently in default under any of the terms of this Agreement. Contractor agrees that reimbursement requested under the terms of this Contract shall be made based upon actual expenditures incurred and not upon budgeted amounts.

Paragraph 4.6. If, in the County's opinion, the Contractor fails to provide all necessary and appropriate documentation required pursuant to this Contract, as identified to the Contractor by the County, the County shall have the authority to delay the processing and payment of any or all COSSUP funds until such documentation has been satisfactorily submitted.

Paragraph 4.7. If, in the County's opinion, the Contractor submits inaccurate expenditure requests (e.g., line-item requests which exceed the approved amount, line-item requests for items which have not been approved, etc.), the County shall have the authority to delay the processing of any or all COSSUP payments until such time that the errors have been corrected.

Paragraph 4.8. The budget total may not be exceeded; however, a plus or minus deviation of 10% within budget categories (i.e. personnel, supplies) is authorized.

Paragraph 4.9. TERM. The Agreement is effective upon approval by the Fulton County Board of Commissioners, and shall run through September 30, 2025, unless earlier terminated upon written notice. The payment period for eligibility for payments from the grant utilized in funding this Agreement is effective for the duration of the eligibility period of the grant (October 1, 2023 through September 29, 2026), but shall not extend beyond September 30, 2025.

ACCURACY OF WORK

Paragraph 5. Contractor shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Contractor of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Contractor shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Contractor. Contractor shall give immediate attention to these changes so there will be a minimum of delay to others.

REVIEW OF WORK

Paragraph 6. Authorized representatives of County may at all reasonable times review and inspect project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Contractor, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Contractor of its professional obligation to correct, at its expense, any of its errors in work.

Paragraph 6.1. County may request at any time and Contractor shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Contractor to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to Contractor until Contractor complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Contractor.

Paragraph 6.2. Contractor agrees to participate in site visits/programmatic reviews conducted by the County Staff. Contractor agrees to ensure that programmatic and fiscal designees and other appropriate staff as requested by the County are in attendance at all site visits and that all requested documentation is provided including descriptions of accounts payable systems and policies. Unannounced site visits may also be conducted by the County when the County deems appropriate. Contractor must provide access to appropriate and applicable files, policy manuals, records, staff members, etc. as requested by the County.

Paragraph 6.3. Contractor agrees to participate in site visits/programmatic reviews conducted by the County Staff including the Fulton County's Office of the County Auditor. Contractor agrees to ensure that agency's staff as requested by the County are in attendance at all site visits and that all requested documentation is provided. Contractor must provide access to appropriate and applicable files, policy manuals, records, staff members, etc. as requested by the County. Site visit shall include, but not be limited to, examination of evidence of: Bilingual Staff; Telephone Interpretation; Volunteer Interpreters; Use of "I Speak Cards"; Language Identification Posters or Flashcards; and, Translating Vital Documents.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this the _____ day of _____, 2024.

FULTON COUNTY, GEORGIA

Approved:

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

Attest:

_____
Tonya R. Grier
Clerk to the Commission (Seal)

Approved as to Content:

_____
LaTrina Foster, LPC, Director
Fulton County BHDD

Approved as to Form:

_____
Office of the County Attorney

ATLANTA/FULTON COUNTY PREARREST DIVERSION INITIATIVE, INC.

Approved:

_____
Moki Macías
Executive Director

Attest:

ATTACHMENT “A”

AWARD CONDITIONS

Please be advised that failure to comply with any of the Award Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the County.

1. Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, “Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety,” OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient (“subgrantee”) at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the “controlled equipment” list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

4. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded

during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at:
https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

5. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

7. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

8. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at

https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.
Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under
e-CFR "current" data.

10. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the

award period – may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

12. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both—

(1) this award requirement for verification of employment eligibility, and
(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at EVerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees

and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

16. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.
The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm
(Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "highrisk" for purposes of the DOJ high-risk grantee list.

18. Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

19. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal

confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient—

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—

a. it represents that—

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

20. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards

(that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

22. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

23. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg.51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

26. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

28. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting,

950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

29. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

31. The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

32. Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at https://justicegrants.usdoj.gov/training/
training-entity-management.

33. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

34. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https:/ / it.ojp.gov/ gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

35. Any organization using Office of Justice Programs grant funds, in whole or in part, to collect, aggregate, and/or share data on behalf of a government agency, must guarantee that the agency that owns the data and its approved designee(s) will retain unrestricted access to the data, in accordance with all applicable law, regulations, and BJA policy: a) in an expeditious manner upon request by the agency; b) in a clearly defined format that is open, user-friendly, and unfettered by unreasonable proprietary restrictions; and c) at a minimal additional cost to the requestor (which cost may be borne by using grant funds).

36. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

37. Protection of human research subjects
The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

38. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

39. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

40. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

41. The recipient agrees to submit to BJA for review and approval any product (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) that will be developed and published under this award at least thirty (30) working days prior to the targeted dissemination date. The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities. Any products developed under this award, (with the exception of press releases, web sites, and mobile applications), shall contain the following statements: “This project was supported by Grant No. 2023-15PBJA-23-GG-02310-COAP awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." (Note: A separate disclaimer has been developed and is required for web sites and mobile applications. No disclaimer is required for press releases.)

42. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

43. Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

44. Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

45. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

46. The recipient agrees to budget funds for two staff representatives to attend one three-day national meeting in Washington, D.C. each year for the life of the grant. (If a national meeting is not planned, funds must be used to attend a BJA approved training.) In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.

47. The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

48. Withholding of funds: Research and evaluation independence and integrity

The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award information regarding research and evaluation independence and integrity in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made

(or agreed to) any adjustments to the award (including as to amount) that OJP may require to prevent, eliminate, mitigate, or otherwise adequately address any actual or apparent personal or financial conflict of interest on the part of the investigators or other staff/consultants engaged in the research/evaluation or organizational conflict of interest on the part of the recipient entity, and (4) Award Condition Modification (ACM) has been issued to remove this condition.

If this award is a "discretionary" award (i.e., not an award under a statutory "formula" program), the recipient understands and agrees that if it does not provide an adequate research and evaluation independence and integrity submission (as determined by OJP), or if it fails to implement (as determined by OJP) any safeguard included in its submission or required by OJP, this award may be terminated (without right of appeal), upon thirty (30) calendar days advance written notice by OJP.

49. Regarding medication-assisted treatment (MAT), the award recipient understands and agrees that federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. 801-904.

Fulton County, Georgia
Department of Behavioral Health and Developmental Disabilities
BJA FY 24 Comprehensive Opioid, Stimulant, and Substance Use Site-based Program (COSSUP) Grant

COSSUP Grant SUBRECEPIENT AWARD

GRANT NUMBER: 2023-15PBJA-23-GG-02310-COAP

THIS AGREEMENT "Agreement"), entered into this __day of October, 2024, by and between **Fulton County, Georgia** (hereinafter referred to as "County") a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners ("**BOC**"), and **Applied Research Services, Inc. (ARS)** (hereinafter referred to as "Contractor" or "Subrecipient").

W I T N E S S E T H:

WHEREAS, the County, as the recipient of the Bureau of Justice Assistance FY 2023 Comprehensive Opioid, Stimulant, and Substance Use Site-based Program (COSSUP) Award, through the Chairman of the Board of Commissioners of Fulton County ("BOC"), has been awarded grant funds initially approved by the BOC (Agenda Item# 23-0441 – Ratification of the Grants Activity Report dated July 12, 2023 (As reference, BOC Agenda Item# 21-0068, dated 1/20/2021 was for the approval of the DBHDD MOU between City of Atlanta, District Attorney, Solicitor and Atlanta ARS); and

WHEREAS, the County, through DBHDD, has recommended funding to **ARS** to facilitate approved programs (the "Project") as further defined below, for a total amount not to exceed **$150,000.00,** subject to the availability of federal funding and disbursement; and

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

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

1. The Subrecipient acknowledges and agrees that the Special Conditions and other requirements attached hereto as Attachment "A" are a material part of this Agreement and are incorporated as part of the Agreement as if fully set forth herein.

2. Non-compliance of any of the Special Conditions contained within this document, by the authorized official, project officials and/or employees of this grant, may result in a recommendation by DBHDD that the award be suspended or terminated.

3. Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

As a subrecipient of the grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

CONTRACTOR SERVICES

Paragraph 1. The County retains Contractor and Contractor accepts retention by the County to render services described herein, with all such services to be performed in the manner and to the extent required by the parties herein, and as may hereafter be amended or extended in writing by mutual agreement of parties and as allowed in accordance with all applicable laws and/or regulations.

Paragraph 1.1. Contractor represents and the County acknowledges that Contractor (ARS) will render the services defined and required herein.

Paragraph 1.2. Contractor represents that **Kevin Baldwin** is authorized to bind ARS to the terms and conditions of the Agreement and that he is authorized to enter into this Agreement on behalf of Contractor. Contractor shall immediately notify the County in writing of any change in its authorized representative and to provide the name of the new authorized representative in writing.

Paragraph 1.3. Contractor shall not enter into any sub-contractual agreements for the provision of services defined and required herein without the expressed written approval of the County in advance.

Paragraph 1.4. ARS shall:

Request access to project data and be responsible for creating and maintaining an individual-level program dataset that provides a chronological record of each participant's progression through the program. It will work closely with relevant stakeholder groups to understand and use data for planning and intervention purposes, determine barriers to diversion and service utilization, and craft appropriate, responsive, and effective solutions. The ARS team will compile process and performance data for the Project Coordinator to complete quarterly Performance Measurement Tool (PMT) reports and semiannual goals and objectives progress reports to BJA. Using the COSSUP Performance Measures form as a template, the Project Coordinator will create a data tracking spreadsheet to facilitate quarterly and semiannual reporting. She will enter data on the partnership activities, training, and technical assistance. Once the data is finalized and approved by ARS, the Project Coordinator will complete and upload the PMT report to the Grants Management System. Data sources will include law enforcement, the jails, prosecutors, service providers, county-wide overdose statistics from the Fulton County Medical Examiner, partner collaboration observations, and interviews with participants and partners. ARS will work with the core partners and representative stakeholder groups to secure data to identify and track project participants. ARS will help create data sharing agreements to collect diversion data from respective sources that comply with IRB requirements, HIPAA regulations, and other protocols to protect client confidentiality and personally identifying information. At each partner meeting, the agenda will include time allotted to identify and discuss barriers to accessing data. ARS already has access to the state criminal history repository as well as data from the Georgia Department of Corrections and Georgia Department of Community Supervision.

Paragraph 1.6. Changes to the treatment provider list must be submitted in writing and agreed upon by the County. All recipient(s) (and any subrecipient at any tier) should verify that it has federal authorization to make the particular subaward. All subawards require federal authorization, which may take several forms. In some cases, a federal statute (such as a program statute) may specifically authorize particular subawards (or particular categories of subawards), including subawards at multiple tiers.

MODIFICATIONS

Paragraph 2. No amendment to this Agreement shall be binding upon the parties unless the same is in writing, approved by the Board of Commissioners and the Contractor's duly authorized representative noted in Paragraph 1.2.

Paragraph 2.a. No modification to the treatment provider list or other operational matters specified in this Agreement shall be binding upon the parties unless the same is in writing, approved by the Director of Fulton DBHDD or her designee and the Contractor's duly authorized fiscal designee and programmatic designee.

REPORTING REQUIREMENTS

Paragraph 3.1. Contractor agrees to track and provide data for tracking all individuals who receive services supported by COSSUP Grant funds. In order to comply with the participation requirements, including reporting of all required variables for Fulton County DBHDD. Contractors will obtain a release of information from each of the treatment providers to adhere to HIPPA Guidelines.

Client data reports must be consistent with eligibility requirements specified by County, which demonstrates eligible clients are receiving allowable services.

Contractor must submit a plan and timeline for correcting errors, warnings, or alerts and an explanation for those which cannot/should not be corrected.

Paragraph 3.2. Contractor agrees to provide quarterly expenditure and quarterly programmatic reports as described and requested by County to document progress toward implementation of the approved program activities and services in accordance with the requirements of the Fulton County DBHDD and other applicable regulations.

Paragraph 3.3. Contractor agrees to submit Quarterly Progress Reports which shall consist of, but not be limited to, narrative and quantitative information indicating progress toward meeting goals and objectives as well as the number and demographic characteristics of clients served not later 10 business day of each quarter. If a deadline falls on a weekend, the report must be received on the Friday prior to the deadline to be considered on time. Contractor shall promptly notify Fulton County DBHDD of any delays caused by program providers.

> **Paragraph 3.3.a.** All quarterly progress reports must be submitted to Contractor's assigned County Project Officer.

Paragraph 3.4. Contractor agrees to maintain and submit the necessary supporting documentation to verify the cost recorded in a monthly Cumulative Contract Expenditure Report. Invoicing shall only be for services rendered by contractor.

Paragraph 3.5. Any Contractor receiving COSSUP funding shall establish and maintain a system that tracks and reports the following:

- Number of clients served by target population
- Units of services overall and by race and ethnicity, women, infants, children and youth
- Client-level health outcomes

Paragraph 3.6. Contractor(s) agree(s) that during the period of the Contract, it will participate, as requested by the County, in efforts to develop a standard approach and data set to address the data information

requirements described below:

- Identifiers (e.g., first, last, middle names; Date of Birth; State Identification Number if available)
- Demographics (e.g., race, ethnicity, sex, marital status, years of education, employment status)
- Key dates (e.g., date of referral, date of intake, dates of service provision, date services ended)
- Type(s) of services provided (e.g., individual therapy, group therapy, psychoeducational groups, housing assistance, job training, assistance with benefits)
- Duration of services provided (e.g., start and end dates, dates of all contacts with clients)
- Discharge status (e.g., completion status - successful completion, did not complete and why)

ARS will have request access to project data and will be responsible for creating and maintaining an individual-level program dataset that provides a chronological record of each participant's progression through the program. It will work closely with relevant stakeholder groups to understand and use data for planning and intervention purposes, determine barriers to diversion and service utilization, and craft appropriate, responsive, and effective solutions. The ARS team will compile process and performance data for the Project Coordinator to complete quarterly Performance Measurement Tool (PMT) reports and semiannual goals and objectives progress reports to BJA. Using the COSSAP Performance Measures form as a template, the Project Coordinator will create a data tracking spreadsheet to facilitate quarterly and semiannual reporting. She will enter data on the partnership activities, training, and technical assistance. Once the data is finalized and approved by ARS, the Project Coordinator will complete and upload the PMT report to the Grants Management System. Data sources will include law enforcement, the jails, prosecutors, service providers, county-wide overdose statistics from the Fulton County Medical Examiner, partner collaboration observations, and interviews with participants and partners. ARS will work with the core partners and representative stakeholder groups to secure data to identify and track project participants. ARS will help create data sharing agreements to collect diversion data from respective sources that comply with IRB requirements, HIPAA regulations, and other protocols to protect client confidentiality and personally identifying information. At each partner meeting, the agenda will include time allotted to identify and discuss barriers to accessing data. ARS already has access to the state criminal history repository as well as data from the Georgia Department of Corrections and Georgia Department of Community Supervision

Paragraph 3.7. Contractor agrees that it will participate in the Planning Council Evaluations Committee's survey to assess the effectiveness of the administrative mechanisms. Surveys shall be completed by the fiscal designee and the programmatic designee. Survey responses shall be submitted prior to the deadline specified by the Evaluations Committee.

COMPENSATION FOR SERVICES/ TERM

Paragraph 4. Subject to the availability and disbursement of federal funds, the approved services described in the Agreement herein shall be performed by Contractor for an allocation of COSSUP funds, in an amount not to exceed **$150,000.00** The actual amount awarded to the Contractor at any one time shall equal the total amount of the purchase order(s) issued.

Paragraph 4.2. Contractor shall provide County with projected spending plans detailed in Budget Spend Plan.

Paragraph 4.3. The budget attached to the Agreement is a complete, approved budget for expenditures of all COSSUP funds awarded pursuant to this Agreement and may hereafter be amended or extended in writing by mutual agreement of parties prior to expenditure of funds.

Paragraph 4.4. Funds CANNOT be used for:

- Prizes, rewards, entertainment, trinkets, or any other monetary incentives
- Client stipends
- Gift cards
- Purchase vehicles
- Food and beverages

Paragraph 4.5. Except as otherwise provided for in this Agreement, the County will, within thirty (30) calendar days transmit (by posting in U.S. Mail) or appropriately approved electronic funds transfer (EFT) Contractor payments called for under this Agreement after receipt of a correct monthly Cumulative Contract Expenditure Report, required documentation and the electronic spreadsheet which are within the approved budget and provided that Contractor is not currently in default under any of the terms of this Agreement. Contractor agrees that reimbursement requested under the terms of this Contract shall be made based upon actual expenditures incurred and not upon budgeted amounts.

Paragraph 4.6. If, in the County's opinion, the Contractor fails to provide all necessary and appropriate documentation required pursuant to this Contract, as identified to the Contractor by the County, the County shall have the authority to delay the processing and payment of any or all COSSUP funds until such documentation has been satisfactorily submitted.

Paragraph 4.7. If, in the County's opinion, the Contractor submits inaccurate expenditure requests (e.g., line-item requests which exceed the approved amount, line-item requests for items which have not been approved, etc.), the County shall have the authority to delay the processing of any or all COSSUP payments until such time that the errors have been corrected.

Paragraph 4.8. The budget total may not be exceeded; however, a plus or minus deviation of 10% <u>within</u> budget categories (i.e. personnel, supplies) is authorized.

Paragraph 4.9. TERM. This Agreement is effective upon approval by the Fulton County Board of Commissioners, and shall run through September 30, 2025, unless earlier terminated upon written notice. The payment period for eligibility for payments from the grant utilized in funding this Agreement is effective for the duration of the eligibility period of the grant (October 1, 2023 through September 29, 2026), but shall not extend beyond September 30, 2025.

<u>ACCURACY OF WORK</u>

Paragraph 5. Contractor shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Contractor of the responsibility of subsequent corrections of any errors and the clarification of any

ambiguities. Contractor shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Contractor. Contractor shall give immediate attention to these changes so there will be a minimum of delay to others.

REVIEW OF WORK

Paragraph 6. Authorized representatives of County may at all reasonable times review and inspect project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Contractor, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Contractor of its professional obligation to correct, at its expense, any of its errors in work.

Paragraph 6.1. County may request at any time and Contractor shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Contractor to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to Contractor until Contractor complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Contractor.

Paragraph 6.2. Contractor agrees to participate in site visits/programmatic reviews conducted by the County Staff. Contractor agrees to ensure that programmatic and fiscal designees and other appropriate staff as requested by the County are in attendance at all site visits and that all requested documentation is provided including descriptions of accounts payable systems and policies. Unannounced site visits may also be conducted by the County when the County deems appropriate. Contractor must provide access to appropriate and applicable files, policy manuals, records, staff members, etc. as requested by the County.

Paragraph 6.3. Contractor agrees to participate in site visits/programmatic reviews conducted by the County Staff including the Fulton County's Office of the County Auditor. Contractor agrees to ensure that agency's staff as requested by the County are in attendance at all site visits and that all requested documentation is provided. Contractor must provide access to appropriate and applicable files, policy manuals, records, staff members, etc. as requested by the County. Site visit shall include, but not be limited to, examination of evidence of: Bilingual Staff; Telephone Interpretation; Volunteer Interpreters; Use of "I Speak Cards"; Language Identification Posters or Flashcards; and, Translating Vital Documents.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this the _____ day of _____, 2024.

FULTON COUNTY, GEORGIA

Approved:

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

Attest:

_____
Tonya R. Grier
Clerk to the Commission (Seal)

Approved as to Content:

_____
LaTrina Foster, LPC, Director
Fulton County BHDD

Approved as to Form:

_____
Office of the County Attorney

APPLIED RESEARCH SERVICES, INC.

Approved:

_____
Kevin Baldwin
Senior Researcher and Principal
Applied Research Services, Inc.

Attest:

ATTACHMENT “A”

AWARD CONDITIONS

Please be advised that failure to comply with any of the Award Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the County.

1. Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, “Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety,” OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient (“subgrantee”) at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the “controlled equipment” list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

4. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under

that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at:
https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

5. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

7. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

8. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.
Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under
e-CFR "current" data.

10. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period – may result in OJP taking appropriate action with respect to the recipient and the award.

Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

12. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both—

(1) this award requirement for verification of employment eligibility, and
(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at EVerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

16. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.
The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm
(Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "highrisk" for purposes of the DOJ high-risk grantee list.

18. Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

19. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict,

the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient—

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—

a. it represents that—

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

20. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards

(that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

22. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

23. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg.51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

26. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

28. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting,

950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

29. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

31. The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

32. Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at https://justicegrants.usdoj.gov/training/
training-entity-management.

33. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

34. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https:/ / it.ojp.gov/ gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

35. Any organization using Office of Justice Programs grant funds, in whole or in part, to collect, aggregate, and/or share data on behalf of a government agency, must guarantee that the agency that owns the data and its approved designee(s) will retain unrestricted access to the data, in accordance with all applicable law, regulations, and BJA policy: a) in an expeditious manner upon request by the agency; b) in a clearly defined format that is open, user-friendly, and unfettered by unreasonable proprietary restrictions; and c) at a minimal additional cost to the requestor (which cost may be borne by using grant funds).

36. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

37. Protection of human research subjects
The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

38. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

39. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

40. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

41. The recipient agrees to submit to BJA for review and approval any product (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) that will be developed and published under this award at least thirty (30) working days prior to the targeted dissemination date. The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities. Any products developed under this award, (with the exception of press releases, web sites, and mobile applications), shall contain the following statements: “This project was supported by Grant No. 2023-15PBJA-23-GG-02310-COAP awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." (Note: A separate disclaimer has been developed and is required for web sites and mobile applications. No disclaimer is required for press releases.)

42. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

43. Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

44. Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

45. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

46. The recipient agrees to budget funds for two staff representatives to attend one three-day national meeting in Washington, D.C. each year for the life of the grant. (If a national meeting is not planned, funds must be used to attend a BJA approved training.) In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.

47. The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

48. Withholding of funds: Research and evaluation independence and integrity

The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award information regarding research and evaluation independence and integrity in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made (or agreed to) any adjustments to the award (including as to amount) that OJP may require to prevent,

eliminate, mitigate, or otherwise adequately address any actual or apparent personal or financial conflict of interest on the part of the investigators or other staff/consultants engaged in the research/evaluation or organizational conflict of interest on the part of the recipient entity, and (4) Award Condition Modification (ACM) has been issued to remove this condition.

If this award is a "discretionary" award (i.e., not an award under a statutory "formula" program), the recipient understands and agrees that if it does not provide an adequate research and evaluation independence and integrity submission (as determined by OJP), or if it fails to implement (as determined by OJP) any safeguard included in its submission or required by OJP, this award may be terminated (without right of appeal), upon thirty (30) calendar days advance written notice by OJP.

49. Regarding medication-assisted treatment (MAT), the award recipient understands and agrees that federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. 801-904.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0717 **Meeting Date:** 11/6/2024

Department
Community Development

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to enter into a Data Use Agreement (DUA) between Fulton County, Georgia, as the GA-502 Fulton County Continuum of Care Collaborative Applicant (FC CoC) through its Department of Community Development and the Fulton County Board of Health (FCBOH) to validate housing status assessment questions to inform future public health actions; and for other purposes.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Pursuant to O.C.G.A. § 36-10-1 all contracts entered by the County shall be in writing and entered in its minutes.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

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

This DUA between Fulton County, Georgia, on behalf of the FC CoC, and the Fulton County Board of Health aims to validate housing status assessment questions and strengthen future public health case interview questions and surveillance data fields to inform future public health actions. The BOH

seeks to match BOH and CDC survey responses to data stored by the FC CoC through its Homeless Management Information Systems (HMIS) concerning housing status, which the FC CoC agrees to share.

Background

The Fulton County Board of Health (FCBOH) requested epidemiologic assistance (Epi-Aid) from the Centers for Disease Control and Prevention (CDC) to collect information on housing status from people at select Fulton County, Georgia (Fulton) and Atlanta, Georgia (Atlanta) sites.

Scope of Work:
The matched survey and HMIS data (the matched data set) will be analyzed to determine the percent agreement of a person's housing status reported in the survey compared to the FC CoC's HMIS data.Personally identifiable information (PII) will only be viewed by one CDC Epidemic Intelligence Service Officer (EISO) acting at FCBOH's request. This EISO will perform the matching analysis and deidentify the data set so that it can be further analyzed and viewed by FCBOH and CDC (see addendum document named Epi 1).

Community Impact: The DUA will enhance the CoC's capacity to utilize non-repetitive data in order to eradicate redundant information about specific individuals.

Department Recommendation: Approve the requested action.

Project Implications: Approval is critical to strengthening the collaborative work of the Atlanta and Fulton County Continuums of Care, the Fulton County Board of Health, and the Centers for Disease Control and Prevention.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1:

N/A

DATA USE AGREEMENT FOR EPI-AID PROGRAM

This Data Use Agreement (the "Agreement"), effective as of the ___ day of _____, 2024, is by and between the **Fulton County Board of Health** (hereinafter referred to as "FCBOH") **and Fulton County, Georgia**, as the GA-502 Fulton County Continuum of Care Collaborative Applicant through its Department of Community Development, (hereinafter referred to as the "FC CoC") (collectively, the "Parties"; each, a "Party").

1. Purpose

FCBOH requested epidemiologic assistance ("Epi-Aid") from the Centers for Disease Control and Prevention ("CDC") to collect information on housing status from people at select Fulton County, Georgia ("Fulton") and Atlanta Georgia ("Atlanta") sites to validate housing status assessment questions ("the survey") to strengthen future public health case interview questions and surveillance data fields in Fulton County. The survey includes questions to capture personally identifiable information ("PII"), including name and birth date, to match survey responses to data stored by the GA-502 Fulton County Continuum of Care ("FC CoC") jurisdiction, which includes all of Fulton County, except the City of Atlanta Homeless Management Information Systems ("HMIS"), as authorized by The McKinney-Vento Homeless Assistance Act As Amended by S.896 The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (hud.gov). The FC CoC agrees to share the HMIS data (the "Data"). The matched survey and HMIS Data ("the matched data set") will be analyzed to determine percent agreement of a person's housing status reported in the survey compared to HMIS. PII will only be viewed by one CDC Epidemic Intelligence Service Officer ("EISO") acting at the request of FCBOH. This EISO will perform the matching analysis and will deidentify the data set so that it can be further analyzed and viewed by FCBOH and CDC (see addendum document named "Epi-1"). In conclusion, this Epi-Aid is purposed to (a) perform analytics on the matched data set, (b) report validity measures for the survey on housing status, (c) provide FCBOH and the FC CoC with access to findings and/or data analysis to inform future public health action (the "Purpose").

In order to accomplish the Purpose, by executing this Agreement, the FC CoC agrees to upload the Data – consisting of client level HMIS records which include: (1) personally identifiable information from client records for matching and de-duplicating individuals across CoCs and linkage to the survey; and (2) service encounter elements from those same client records for the purpose of evaluation and improvement of surveillance and program ("Data Transfer") to a secure USB and to deliver it by personal courier to the EISO acting at the request of FCBOH. The EISO will complete data analysis directly from the USB drive. They will not download, upload, or store data from the USB onto their computer or any other device or system. Therefore, FC CoC data will never be accessible by CDC or FCBOH servers, shared drives, or other systems. Upon completion of analytic work, the EISO will destroy the USB and will share a deidentified data set with FCBOH.

In furtherance of this Agreement, FCBOH has entered into an Agreement with CDC to memorialize the CDC's obligations as part of the Epi-Aid (see addendum document named "Epi-1").

2. Data Sharing

2.1 The FC CoC is authorized for Data Transfer in this Agreement pursuant to the 2004 Homeless Management Information Systems (HMIS) Data and Technical Standards Final Notice, Section 4, HMIS Privacy and Security Standards issued by the U.S. Department of Housing and Urban Development (HUD); and the Coordinated Entry Management and Data Guide (hereinafter "the HMIS Data Standards.")

2.2 The FC CoC will provide the Data in a format that matches HUD required data standards and comma separated values (CSV) extract guidance (as such standards and guidance evolve during the term of this Agreement) for all universal data elements, program specific data elements, and project descriptor data elements for all non-domestic violence clients authorized to be shared under the HMIS Data Standards. The Parties agree that additional data elements may be added or redacted to comply with federal and/or state reporting requirements. The Parties will mutually agree as to the frequency Data Transfer from the FC CoC to the EISO as provided in this Agreement, with such transfers occurring at least once after the completion of the Epi-Aid.

2.3 If any consent or other authorization is necessary under applicable law for the disclosure of sensitive personal information to the EISO as provided in this Agreement, it is the sole responsibility of the FC CoC to ensure that such sensitive personal information is not included in the Data unless the required consent or other authorization has been obtained**.**

3. Use of Data

3.1 FCBOH agrees to utilize the Data solely for the purposes outlined in this Agreement, including the Purpose set forth above. Any other use of the Data must be approved in advance by the FC CoC in a written amendment to this Agreement that is signed by both Parties.

3.2 FCBOH will use Data in order to match and de-duplicate individuals (i.e., in order to link records from one data source to another and to eliminate duplicate copies of repeating data about specific individuals). In accordance with applicable privacy laws, Data will be de-identified, so that it no longer includes personal identifying information. The de-identified Data will be used to fulfill the Purpose pursuant to this Agreement. To the extent permissible under applicable privacy laws, the FC CoC grants FCBOH the right to de-identify the Data. Data will be de-identified in accordance with applicable law. FCBOH with assistance from the EISO will adhere to data de-identification protocols similar to, but no less stringent than, the Georgia Department of Public Health protocols. FCBOH will own any derivative works created using de-identified Data and will not be restricted in its future use or sharing of the de-identified Data.

4. Data Provider Obligations

4.1 The FC CoC acknowledges and agrees that FCBOH may use, disclose, process, transfer and store the Data in order for FCBOH to fulfill the Purpose and as otherwise authorized under this Agreement. The FC CoC shall ensure that it is authorized to transfer or disclose the Data to FCBOH in order that FCBOH may lawfully use, disclose, process and transfer the Data in accordance with this Agreement. The FC CoC shall ensure that it is authorized and has the right to transfer and disclose the Data to FCBOH in accordance with this Agreement. The FC CoC shall ensure that allowable uses and disclosures under their privacy requirements and notice practices will allow FCBOH to use the Data for research and analytics in furtherance of the Purpose, including the right to disclose to third parties for analytics, research and collaboration. The FC CoC hereby grants FCBOH a license to use, disclose, and create derivative works of the Data, as permitted by applicable law and regulation, including the right to sublicense.

4.2 The FC CoC shall have responsibility for the accuracy and quality of the Data and for ensuring that it has all necessary rights to submit such Data to FCBOH for use as set forth herein.

4.3 The FC CoC agrees to comply with all applicable federal and state privacy and security laws.

5. Data Recipient Obligations

5.1 As a condition of receiving the Data for carrying out the Purpose set forth above and as authorized under this Agreement, FCBOH agrees to comply with applicable federal and state privacy and security laws. In addition, FCBOH agrees to comply with relevant state and federal standards addressing the gathering, use and protection of personal data and information, including the 2004 HMIS Data and Technical Standards Final Notice issued by HUD.

5.2 FCBOH further agrees not to use, disclose, process or transfer the Data except to fulfill the purposes of this Agreement as described in Sections 1 and 3 above and as authorized under this Agreement.

5.3 FCBOH agrees to use appropriate and reasonable safeguards designed to prevent the use or disclosure of the Data other than as provided for by this Agreement. FCBOH shall take appropriate technical and organizational measures against unauthorized or unlawful processing of all Data or its accidental loss, destruction or damage.

5.4 FCBOH agrees that its internal disclosure of the Data will only allow for relevant and necessary access.

5.5 FCBOH will comply with applicable law related to a breach of the security of the Data.

5.6 The Data received by the EISO as provided in this Agreement will be destroyed upon completion of the purpose for which they were obtained. The Data shall be destroyed in a manner to be deemed unusable or unreadable. FCBOH may retain de-identified Data and any derivative works of such de-identified Data, reports, analyses or any other work product developed pursuant to this Agreement.

5.7 FCBOH does not obtain any right, title, or interest in any of the Data provided by the FC CoC other than that authorized or allowed by this Agreement.

6. Confidentiality

6.1 "Confidential Information" means all information contained in the FC CoC datasets, paper case files, and information provided verbally; provided however that Confidential Information does not include information, technical data, or work product which (a) was in the public domain at the time it was disclosed or enters the public domain through no fault of the receiver; (b) can be shown by written documentation to have been known to the receiver, without restriction, at the time of disclosure; (c) was independently developed by the receiver without any use of the discloser's Confidential Information; or (d) becomes known to the receiver, without restriction, from a source other than the discloser without breach of any confidentiality agreement and otherwise not in violation of the discloser's rights, obligations or agreements.

6.2 The Confidential Information disclosed to the EISO as part of this Agreement will only be used for the purposes set forth in this Agreement. Each Party will treat the Confidential Information of the other Party: (i) in a manner compliant with applicable state and federal laws and regulations, and (ii) in a confidential manner with the same degree of care as such Party treats its own confidential or proprietary information of like importance, which will be no less than a reasonable degree of care. Except as set forth in this Agreement, each Party will disclose the Confidential Information of the other Party only to such of its employees, agents, contractors or consultants who are required to have the information in connection with this Agreement and who are bound by confidentiality obligations at least as restrictive as those contained in this Section 6.

7. Information Security

FCBOH and the EISO will, as applicable to the process set out in this Agreement, store the information so that it is secure from unauthorized access and maintain appropriate and reasonable administrative, physical and technical safeguards designed to prevent unauthorized access, use, or disclosure of the Data. The Data must be encrypted when in transit using FIPS 140-2 approved encryption technology.

8. Term and Termination

8.1. This Agreement shall be effective as of the date first set forth above and shall continue for 1 year unless terminated with or without cause as set forth below. FCBOH will retain the right to store and use de-identified Data after the contract period in line with the Purpose of this Agreement.

8.2. If either Party breaches any provision in this Agreement and such breach remains uncured after thirty (30) days written notice to the breaching Party, the non-breaching Party may terminate this Agreement on a date specified by such Party.

8.3. Either Party may terminate this Agreement for convenience on thirty (30) days written notice to the other Party. If the FC CoC terminates this Agreement, the FC CoC may not request the removal of Data already submitted to FCBOH and the Data will not be returned.

8.4. After the termination of this Agreement, FCBOH agrees to maintain the confidentiality of the Data as set forth in this Agreement and, where applicable, to require that the EISO and CDC maintain such confidentiality as well.

9. Reserved

9. Dispute Resolution

If a dispute arises under this Agreement, the Parties shall attempt to resolve it informally and at the lowest level of intervention before elevating the dispute up their respective chains of command for resolution in accordance with applicable law and the terms of this Agreement. During any dispute, the Parties shall continue with their respective responsibilities under this Agreement.

10. Contact Persons

10.1. To facilitate successful administration of this Agreement and for purposes of the initiation of this Agreement, the representatives designated as "FC CoC Representative" and "FCBOH Representative" will act as the contact persons for each Party. The representatives are identified on Addendum A, attached hereto. Moreover, the EISO designated as "Custodian for Data Recipient" in furtherance of the Epi-Aid with FCBOH is identified on Attachment A. The person designated as the "FC CoC Data Provider" on Attachment A will be the point-of-contact for purposes of providing data to FCBOH through the EISO.

10.2. Either Party may change its representative by notifying the other Party in writing of such change within five (5) business days. Any such change will become effective upon the receipt of such notice by the other Party to this Agreement.

11. Miscellaneous.

11.1. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

If to FCBOH:

Dr. Lynn Paxton, Health Director
Fulton County Board of Health
10 Park Place S.E., 4th Floor
Atlanta, GA 30303

If to Fulton County CoC:

Dawn Butler, Division Manager – Homeless Division, Fulton County CoC Lead
Fulton County Department of Community Development
137 Peachtree Street, SW
Atlanta, Georgia 30303

11.2. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized representative of each of the Parties hereto.

11.3. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Georgia, without regard to applicable conflict of laws principles. Any dispute arising out of or relating to this Agreement shall be exclusively adjudicated in a court of competent jurisdiction located in Fulton County, Georgia. Each Party agrees and submits to the personal jurisdiction and venue thereof. The Parties acknowledge that CDC and the EISO, as part of the U.S. Federal government, are subject to the application of applicable federal laws, which include the Federal Tort Claims Act (28 U.S.C. 1346(b)).

11.4. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns.

11.5. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.

11.6. The provisions of this Agreement shall be severable and, if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

11.7. Nothing in this Agreement is intended to confer on any person other than the Parties to this Agreement or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not a Party to this Agreement nor imposing any obligations on either Party hereto to persons not a Party to this Agreement.

11.8. Entire Agreement. This Agreement, together with all attachments, exhibits, schedules, riders, and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the exhibits, schedules, or riders, the provisions of this Agreement shall control.

[Signature page to follow]

By signing below, each Party agrees and accepts all of the foregoing by signature of its authorized representative:

FULTON COUNTY, GEORGIA

Approved:

Robert L. Pitts, Chairman (At-Large)
Fulton County Board of Commissioners

Attest:

Tonya R. Grier, Clerk to the Commission

Approved as to Content:

Stanley Wilson
Director, Fulton County Department of
Community Development

Approved as to Form:

Office of the County Attorney

FULTON COUNTY BOARD OF HEALTH

Approved:

Lynne Paxton, MD, Health Director
Fulton County Board of Health

Addendum A : Epi-1 Attachment

Letter of Agreement
Centers for Disease Control and Prevention
and the Fulton County Board of Health

This Letter of Agreement ("Agreement" is entered into by the United States Centers for Disease Control and Prevention (CDC) and the Fulton County Board of Health (FCBOH), collectively "the Parties," to establish the terms and conditions for CDC employees, upon FCBOH's request, for rendering epidemiologic assistance to FCBOH ("Epi-Aid").

WHEREAS, FCBOH, consistent with it authorities, is collecting information on housing status from people at select Fulton County, Georgia ("Fulton") and Atlanta Georgia ("Atlanta") sites to validate housing status assessment questions ("the survey") for helping strengthen future public health case interview questions and surveillance data fields in Fulton County;

WHEREAS, on [DATE], FCBOH consistent with its authorities, requested assistance from CDC with data collection, analysis, and dissemination of findings, and CDC, consistent with its authorities ((sections 301, 311 and 319 of the Public Health Service Act (42 U.S.C. §§ 241, 243 and 247d, as amended) and at the request of FCBOH, agreed to provide such assistance; and

WHEREAS, while providing the above-described assistance to FCBOH, it is understood and agreed that it may be necessary for CDC employees to have access to, receive, and use certain information, which may include identifiable information, potentially identifiable information, protected health information, or confidential business or financial information ("Data") collected or obtained by FCBOH. The Parties acknowledge that FCBOH's provision of access to Data under this agreement will be done by the FCBOH consistent with laws that apply to FCBOH.

NOW THEREFORE, the Parties agree as follows:

1. CDC may act at the request of FCBOH for the purposes of the Epi-Aid. During the Epi-Aid investigation, FCBOH will collect or obtain Data on housing status from people at select Fulton and Atlanta sites to validate housing status assessment questions to help strengthen future public health case interview questions and surveillance data fields in Fulton County. These Data may come directly from FCBOH or from agreements between FCBOH and third parties. FCBOH will provide CDC employees access to such Data, as part of the Epi-Aid, and, CDC will provide certain assistance with respect to these Data, as part of the Epi-Aid.

2. CDC employees assigned to this Epi-Aid are employees of CDC and are not employees or agents of FCBOH and may not represent themselves or be represented as employees or agents of FCBOH.

3. Data collected or obtained for purposes of the Epi-Aid shall be owned by or remain within the custody and control of FCBOH and no rights in such Data will transfer to CDC or its employees.

4. Data collected or obtained for purposes of the Epi-Aid will be either held on FCBOH servers or on a secure, external FCBOH USB drive and not on CDC systems.

5. The transfer of Data will occur through delivery of a secure USB drive directly from FCBOH or from third parties with agreements with FCBOH. The secure USB drive will be delivered by personal courier to the EISO acting at the request of FCBOH for purposes of the requested Epi-Aid.

6. CDC employees, in furtherance of the Epi-Aid, will complete data analysis directly from the USB drive and not download, upload, or store data from the USB on CDC systems or equipment. Upon completion of the data analytic work, CDC employees will return the secure USB to FCBOH and will share a deidentified data set with FCBOH.

7. To the extent CDC employees need to access FCBOH systems to access Data for purposes provided in this Agreement, CDC employees agree to:
   a. Comply with applicable FCBOH policies and procedures for accessing FCBOH data and systems, including those related to breach notification, to the extent such policies and procedures do not conflict with applicable federal law;
   b. Take all reasonable and necessary actions to protect the privacy and confidentiality of any accessed data and systems; and
   c. Access only those data and systems deemed necessary for purposes of the Epi-Aid.

8. Data pertaining to individuals shall be managed, accessed, stored, and utilized in accordance with all applicable state and federal law.

9. The Parties shall comply with all applicable federal and state laws governing the confidentiality of the Data that are the subject of this Agreement and shall ensure that any employees, agents, contractors, or assigns granted access to Data pursuant to this Agreement follow the terms of this Agreement and all applicable federal and state law.

10. Except where required by applicable law, authorized Data users will not release the names of individuals, their addresses, or any other information that could be linked to an individual, or results of data analysis (including but not limited to maps) in any manner that may reveal the identity of individuals.

11. This Agreement is not an obligation or a commitment of funds, or a basis for a transfer of funds, and does not create an obligation or commitment to transfer data, but rather is a statement of understanding between the parties concerning the above activities and potential for access to and the sharing and use of Data. Expenditures by each party are subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. Should funding be contemplated by the Parties, separate agreements will be entered into for those purposes.

12. No indemnification for any loss, claim, damage, or liability is intended or provided by any party under this Agreement. Each party shall be liable for any loss, claim, damage, or liability that said party incurs as a result of its activities under this Agreement, except that CDC, as an agency of the United States, may be liable only to the extent provided under the Federal Tort Claims Act, 28 U.S.C. §2671 et seq.

13. An amendment to this Agreement can be made in writing at any time as long as both parties

agree by signing and dating the amended Agreement.

14. Either CDC or FCBOH may terminate this Agreement at any time by providing at least 30 days written notice of termination to the other party. Any such termination will be effective at such date specified in the notice of termination.

15. This Agreement will remain in effect until completion of the Epi-Aid, unless terminated earlier by either party.

IN WITNESS WHEREOF, both the FCBOH, through its duly authorized representative, and the CDC, through its duly authorized representative, have hereunto executed this Agreement as of the last date below written.

Lynn A. Paxton, MD MPH

Lynn A. Paxton, MD, MPH
District Health Director
Fulton County Board of Health

Date 3/08/24

Approved as to Legal form:

Jennifer Culler

Jennifer Culler, Supervising County Counsel
For the Fulton County Board of Health

<*signatory*> Kristie E. N. Clarke, MD MSCR KC
<*title*> Senior Advisor on Data for Equity, Office of Public Health Data
Centers for Disease Control and Prevention

Date March 11, 2024

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0718 **Meeting Date:** 11/6/2024

Department
Community Development

Requested Action
Request approval to utilize Cooperative Purchasing - Department of Community Development, Westmoreland County, Commonwealth of Pennsylvania, in the amount of $82,000.00 with Northeast & Bucks Company DBA, Mullin & Lonergan Associates (M&L) (Pittsburgh, PA) to provide technical assistance (TA) and aid in the preparation of various reports and documents related to the administration and implementation of HOME ARP, the Community Development Block Grant (CDBG), HOME, and NSP Programs. Effective January 1, 2025 through December 31, 2025. This item is 100% grant funded.

Requirement for Board Action
In accordance with Purchasing Code Section 102-455, requests for approval to utilize cooperative purchasing or GSA purchase contracts of more than $100,000 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item
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 technical assistance (TA) and aid in the preparation of various reports and documents related to the administration and implementation of federal programs.

Mullin & Lonergan Associates (M&L) has over 16 years of experience at every level of HUD

programming including: administration, IDIS, program and project management, technical assistance, and practical application. Their clients include Brunswick, GA, Henry County, Columbus, GA and over 80 other local units of government (boroughs, townships, cities, counties, and states), HUD CDBG entitlements, HOME Participating Jurisdictions, Continuums of Care, public housing authorities, nonprofit organizations, planning agencies, state housing finance agencies, and economic development organizations

Scope of Work: M&L is prepared to provide Fulton County, GA assistance with the preparation of various documents and technical assistance related to the county's HUD programs through 2025. Services include the development and preparation of the County's FY 2025-2029 Consolidated Plan and Annual Action Plan for 2026, the preparation of the Consolidated Annual Performance and Evaluation Report (CAPER) for Program Year 2024, and technical assistance related to the administration and implementation of the County's Community Development Block Grant (CDBG), HOME, HOME ARP and NSP Programs.

Community Impact: The overall impact is countywide. The comprehensive support and services offered by M&L will assist the Department of Community Development to effectively develop and implement programs and strategies to promote revitalization of low-income neighborhoods and administer efficient operation of project funding allocations for the benefit of Fulton County residents and communities.

Department Recommendation: As certain CDBG and HOME responsibilities are highly complex and often require third-party support, the department is recommending the BOC grant approval to the department to continue contracting with Mullin & Lonergan Associates to provide technical consulting services relative to the administration and regulatory compliance of the County's federal grants. M&L has a vast and long history of working with federal programs, their staff also has extensive expertise in all HUD entitlement programs. The staff comes from a variety of backgrounds including non-profits, for-profits, and local government which provides a unique blend of experience that would complement the Community Development staff's experience. In addition, all their professional staff members have advanced/master's degrees in either urban planning or public administration with many who have earned AICPA professional planning certifications in addition to their master's degrees.

Project Implications: Functioning as an extension of the Community Development staff, M&L will help to improve day-to-day program administration by providing expertise advice and background information relative to regulatory issues & federal requirements, for Federal and Treasury programs. Likewise, they will work with staff to resolve eligibility and statutory objective issues in the early stages of a project, which helps to eliminate non-compliance and make problems more manageable when and if they occur.

Community Issues/Concerns: The community has expressed a desire for the County to continue its entitlement status with HUD and as such, the department is making concerted efforts to appropriately train staff and garner the resources and expertise required to effectively administer the grants and enhance delivery of programs.

Department Issues/Concerns: The department continues to improve the way it carries out its

community development responsibilities and is using best practices to effectively deliver its programs.

Contract Modification: This is a new request.

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

Not Applicable

Exhibits Attached

Exhibit 1: M&L Scope of Work
Exhibit 2: Performance Evaluation
Exhibit 3: Copy of Westmoreland County Agreement

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

Stanley Wilson, Director, Community Development, (470) 526-9655

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$82,000.00
TOTAL:	$82,000.00

Grant Information Summary

Amount Requested:	$82,000.00
Match Required:	
Start Date:	
End Date:	
Match Account $:	

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

Fiscal Impact / Funding Source

Funding Line 1:

865-121-8701-1160-GY24-85D: Community Development Block Grant, Community Development, Professional Services, $38,500.00

Funding Line 2:

461-121-HM20-1160: HOME Grant, Community Development, Professional Services $12,500.00

Funding Line 3:

461-121-HAR1-1160: HOME ARP, Community Development, Professional Services $31,000.00

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

Overall Contractor Performance Rating: 100

Would you select/recommend this vendor again?
Yes

Report Period Start: **1/1/2024**

Report Period End: **1/31/2024**

Fulton County, GA

Scope of Services and Fees for Providing Technical Assistance related to HUD Community Planning & Development Programs

September, 2024

MULLIN & LONERGAN ASSOCIATES INCORPORATED

50th ANNIVERSARY 1965 - 2015

800 Vinial Street, Suite B414
Pittsburgh, PA 15212

www.mandl.net

Table of Contents

Scope of Work 3
Fee Schedule 9

Scope of Work

M&L is prepared to provide Fulton County, GA assistance with the preparation of various documents and technical assistance related to the County's HUD CPD programs through December of 2025. There services would include the completion of the FY 2025-2029 Consolidated Plan and FY 2025 Annual Action Plan, the development and preparation of the County's FY 2026 Annual Action Plan, the preparation of the Consolidated Annual Performance and Evaluation Report (CAPER) for Program Year 2024, and implementation services, HOME ARP technical services related to any needed RFPs assistance with implementation and TBRA RFP development, and on-going technical assistance related to the administration and implementation of the County's Community Development Block Grant (CDBG), HOME, ESG, HOME ARP NSP Programs.

We will also provide services, as needed, related to the NSP close-out, HOME match technical services and HOP loan underwriting and reviews.

A. Completion of the FY 2025-2029 Five Year Consolidated Plan and FY 2025 Annual Action Plan

In 2024, M&L began working on the County's FY 2025-2029 Five Year Consolidated Plan and Annual Action Plan for FY 2025. Between January-March of 2025, M&L will finalize these documents for submission to HUD in IDIS. These documents will meet all of the current HUD regulatory requirements.

B. Preparation of Annual Action Plan for FY 2026

M&L will prepare the County's FY 2026 Annual Action Plan for its CDBG, HOME and ESG programs. The Annual Action Plan will list the specific actions, activities, and programs the County will undertake during Program Year 2026 to address the priority needs. The County's Annual Action Plan will be prepared by M&L in the HUD required eCon Planning suite for IDIS, in accordance will all required HUD elements and specifically include the following items:

- Citizen Participation
- Inclusion of all Financial Resources
- Annual Objectives
- Description of Activities including:
    - Development of performance measures and outcomes
    - Annual Affordable Housing Goals
    - Public Housing
    - Homeless and Special Needs
    - Barriers to Affordable Housing
    - Program Specific Requirements
    - Maps
    - Tables

A more detailed Scope of Services follows:

1. Standard Form 424

2. A description of the activities the County will undertake during the coming year to address the priority needs and local objectives identified. These activities will be determined through consultation with County officials. This description will identify the local objectives that will be addressed by the activities that are expected to be undertaken using formula grant funds, other HUD assistance, non-HUD sources of funds, and program income which the County expects to receive during the program year. This information will be presented in the table prescribed by HUD.

3. Activities the County will undertake during the next year to address emergency shelter and transitional housing needs of homeless individuals and families, to prevent low income individuals and families with children from becoming homeless, and to help homeless persons make the transition to permanent housing and independent living; the nature and extent of anti-homelessness activities to be undertaken in the County will be determined through consultation with County officials, and will be based on the extent of need and the availability of resources.

4. Actions the County plans to take during the next year to foster and maintain affordable housing, fair housing, public housing improvements and resident initiatives; remove barriers to affordable housing, evaluate and reduce lead-based paint hazards, reduce the number of households with incomes below the poverty line, develop institutional structure, address obstacles to meeting underserved needs, and enhance coordination between public and private housing and social service agencies. This action plan will be drawn from the conclusions and recommendations reached in the County's most recent Analysis of Impediments to Fair Housing.

5. The Action Plan will include the following elements:

AP-15	Expected Resources
AP-20	Annual Goals and Objectives
AP-35	Projects
AP-50	Geographic Distribution
AP-55	Affordable Housing
AP-60	Public Housing
AP-65	Homeless and Other Special Needs Activities
AP-75	Barriers to Affordable Housing
AP-85	Other Actions
AP-90	Program Specific Requirements

6. Certifications - The Consolidated Plan will contain the certifications required by HUD.

7. Monitoring - The Consolidated Plan will describe the standards and procedures which the County will use to monitor activities to be carried out in furtherance of the Consolidated Plan. The County may continue to make use of subrecipient organizations to carry out certain portions or all of the community's CDBG Program. Mullin & Lonergan will recommend applicable subrecipient monitoring

techniques and standards. These standards and procedures will ensure long-term compliance with requirements of the programs involved.

C. Consolidated Annual Performance Evaluation Report (CAPER) for FY 2024

M&L will prepare the County's CAPER for the Program Year 2024, complying with the HUD format, and will report through narratives, tables and maps:

- Tables
- Activity accomplishments
- People served
- Assessment of 5 year goals and objectives
- Affirmatively furthering Fair Housing
- Leveraging resources
- Citizen comments
- Financial Reports
- ESG Program CAPER
- All other components required by HUD

The CAPER will include the elements below and be prepared using the IDIS template as required by HUD and include the following elements.

1. Prepare a summary assessment of how activities undertaken during the previous year address the objectives identified in the County's Consolidated Plan.
2. Identify actions taken during the previous year to affirmatively further fair housing.
3. Prepare a summary evaluation of progress made in meeting specific objectives to provide affordable housing, including the number of low and moderate income renter and owner households that were assisted during the previous year and the number of households assisted with housing that meets the Section 215 definition of affordable housing. This evaluation will include a comparison of actual accomplishments versus proposed goals, efforts to address "worst case needs", and the needs of persons with disabilities.
4. Prepare a summary of actions taken during the previous year to implement a Continuum of Care strategy for the homeless, near homeless, and the special needs of persons who are homeless but require supportive housing.
5. Identify and prepare a summary evaluation of actions taken during the previous year that address obstacles to meeting underserved needs, foster and maintain affordable housing, eliminate barriers to affordable housing, overcome gaps in institutional structures and enhance coordination, improve public housing and resident initiatives, evaluate and reduce lead-based paint hazards, ensure compliance with program and comprehensive planning requirements, and reduce the number of persons living below the poverty level.

6. Describe progress made during the previous year toward leveraging public and private funds that address the needs identified in the action plan, including how many matching requirements were satisfied.

7. Prepare a summary of citizen comments received during the previous year concerning the CDBG/HOME/ESG programs.

8. Prepare an evaluation of how well the County's CDBG/HOME/ESG activities undertaken in the previous year addressed the priority needs and objectives in the Five Year Consolidated Plan and the Annual Action Plan. Identify adjustments and improvements that need to be made to the County's strategies in order to better meet the CDBG, HOME and ESG Program goals of providing decent housing, a suitable living environment, and expanding economic opportunities for low and moderate income persons.

9. Prepare an assessment of the relationship of the use of CDBG and HOME funds to the priorities, needs, goals, and specific objectives identified in the Five Year Consolidated Plan, including an analysis of the extent to which CDBG and HOME funds were distributed among different categories of housing needs.

10. Describe the nature of and reasons for any changes in CDBG program objectives and indications as to how the County will change its program based on program history.

11. Prepare an analysis that shows that, in the previous year, the County pursued all resources that it said it would pursue, provided certifications for consistency as pledged, and did not hinder implementation of the Five Year Consolidated Plan.

12. If applicable, prepare an explanation for why the County did not use CDBG funds exclusively for the three national objectives, or did not comply with the overall benefit certification.

13. If any activities undertaken during the previous year involved acquisition, rehabilitation, or demolition of occupied real property, prepare a narrative that describes the steps taken to minimize displacement, the steps taken to identify displacement that is subject to the provisions of the Uniform Relocation Act or Section 104 (d) of the 1974 Community Development Act and how such provisions were implemented, and the steps taken to ensure the timely issuance of information notices to displaced parties.

The CAPER for each year will also include the following:

CR-05	Goals and Outcomes
CR-10	Racial and Ethnic Composition of Families Assisted
CR-15	Resources and Investments
CR-20	Affordable Housing
CR-25	Homeless and Other Special Needs

CR-30	Public Housing
CR-35	Other Actions
CR-40	Monitoring
CR-45	CDBG and HOME

Additionally, all HOME and ESG required reports will be included in the eCon Planning Suite for IDIS as necessary.

D. HOME and HOME ARP Technical Services

M&L will provide various HOME ARP technical services to the County. This work would include such items such as the HOME ARP Policy and Procedures Manual, assistance with implementation and staff training, assistance with the preparation of HOME ARP Allocation Plan substantial amendments, drafting HOME ARP RFPs including one for TBRA and other related items.

HOME Program technical assistance may include such items as IDIS clean-up, drafting agreements, assistance with HOME match documentation, assistance with the development of RFPs and guidelines for multifamily rental housing development, on-going program compliance assistance and related technical assistance.

M&L will also assist the County with the HOME underwriting and loan reviews for the County's HOP Program.

E. Technical Advisement Services

M&L will also provide as needed additional professional consulting and advisory services to the County, including technical support for the community development concerns with respect to the County's federal programs during the contract period. Federal programs include but are not limited to the Community Development Block Grant Program (CDBG), the HOME Investment Partnerships Program (HOME), HOME ARP Program, and the Neighborhood Stabilization Program (NSP).

M&L will provide the county with technical advice and assistance in developing policy planning and management capacity and to carry out management coordination and monitoring of activities necessary for effective planning and implementation of the Community Development Block Grant Program, the HOME Program, NSP Program and the HOME ARP program.

M&L agrees to render technical advice and assistance through email, telephone communication, video conference calls and written responses to the County and provide assistance relative to matters the following:

- Assistance in providing services related to the NSP close out requirements, program amendments to allow for other eligible redevelopment projects under the NSP program and other related technical services.

- Requested staff training related to the federal CDBG, HOME and HOME ARP programs.
- Assist the County in clarifying questions on eligible activities through research of HUD policy memos, preparation of written requests for HUD determination, and other assistance.
- Assist the County with performing annual desktop HOME monitoring of various HOME assisted projects currently in the HOME period of affordability. This will be completed per HUD requirements and the County's HOME Monitoring Plan.
- Provide guidance and direction to the County on compliance with any new HUD regulations and memos periodically issued during the program year.
- Requirements of the various laws, regulations, circulars, handbooks, etc., pertaining to nondiscrimination, relocation and acquisition, and labor standards.
- Requirements for Equal Opportunity Documentation
- Assistance with fair housing compliance to affirmatively further fair housing
- Assist the County in preparing Substantial amendments
- Assist the County with IDIS activity set up and completion and other aspects of IDIS as necessary.
- Other similar requests by the County for advice under these federal programs.

Fee Schedule

M&L is suggesting a combination lump sum and hourly rate fee schedule which is a not to exceed amount of $82,000 and includes the following item:

Deliverable	Cost/Fee type
Preparation of the Five Year Consolidated Plan for FY 2025-2029 and FY 2025 Annual Action Plan	$9,500 (balance of the cost for the CP will be billed and part of the 2025 contract).
Preparation of Consolidated Annual Performance and Evaluation Report (FY2024 CAPER)	Not to exceed lump sum fee of: $8,500
Preparation of the HUD Annual Action Plan for FY 2026	Not to exceed lump sum fee of: $9,000
Preparation of HOME ARP Policy and Procedure Manual	Not to exceed lump sum fee of: $15,000
Hourly Rate Technical Assistance (includes items such as NSP program and close out services, HOME ARP services, HOP program loan and underwriting, RFP development, IDIS clean-up, on-going compliance, substantial amendment preparation, staff training and implementation consulting services and related other technical assistance for CDBG/HOME/NSP programs)	Budget amount not to exceed amount of: $40,000

M&L will bill the County each month for actual work completed by each staff person for hourly rate technical assistance. For lump sum jobs, M&L will bill monthly based on actual percentage completed for the project.

Technical services would be billed hourly based on our current schedule shown below and be billed portal to portal. Hourly rate fees are inclusive of all costs including travel.

M&L Hourly Rate Schedule for 2024-25

Person	Cost per Hour
President/CEO	$290
Director of Community Development	$240
Senior Project Manager	$225
Support / Technical Staff	$195
Administrative Support	$65

Performance Evaluation

Project Details

Notification Email	Default
Additional Recipients	N/A
Include notification issuer as an additional recipient	N/A
Project Name	Consolidated Annual Performance and Evaluation Report (CAPER)
Project Number	Cooperative Agreement
Supplier	MULLIN & LONERGAN ASSOCIATES
Supplier Project Contact	WILLIAM WASIELEWSKI (preferred language: English)
Performance Program	Professional Services
Evaluation Period	01/01/2024 to 01/31/2024
Effective Date	03/04/2024

Performance Evaluation Details

ID	E2
Evaluation Score	100
Evaluation Type	Formal
Publication Date	03/04/2024 10:50 AM EST
Published By	Mia Redd

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*

FIRST AMENDMENT
TO
CONTRACT FOR PROFESSIONAL SERVICES

BY AND BETWEEN

WESTMORELAND COUNTY, PA

AND

MULLIN AND LONERGAN ASSOCIATES, INC.

THIS FIRST AMENDMENT is entered into as of this 14th day of March, 2024 by and between the WESTMORELAND COUNTY, Commonwealth of Pennsylvania, hereinafter referred to as the "County", and MULLIN AND LONERGAN ASSOCIATES, INC., hereinafter referred to as the "Consultant."

WITNESSETH THAT:

WHEREAS, the County and the Consultant have entered into a contract approved December 16, 2021; and

WHEREAS, the County is in need of professional consulting services to assist with the preparation of the County's HUD Five Year Consolidated Plan for FY 2025-2029, Annual Action Plan for FY 2025, the FY2025 ERR, the FY 2024 CAPER and on-going technical assistance; and

WHEREAS, the County has properly procured the Consultant and is under contract to provide CDBG, HOME and ESG professional technical assistance for the period of 2022 through 2024; and

WHEREAS, the Public Body wishes to amend the said contract to amend the scope of services and the amount of compensation for the preparation of the Five -Year Consolidated Plan, the 2025 Annual Action Plan, the FY 2024 CAPER, FY 2025 ERR and technical assistance for FY 2025.

NOW, THEREFORE, the parties to this contract do mutually agree as follows:

(1) The scope of services has been revised to add the preparation of the FY 2025-2029 Consolidated Plan, the FY 2025 Annual Action, the FY 2024 CAPER, the FY 2025 ERR, and technical assistance for 2025 as shown on Exhibit A to this Amendment.

(2) The contract is also amended to increase the contract amount as shown on Exhibit B.

to this Amendment

(3) The contract is extended to December 31, 2025

All other terms and conditions of the contract remain unchanged, unless modified herein.

BOARD OF COMMISSIONERS
WESTMORELAND COUNTY

ATTEST:

BY: _____
Sean Kertes, Chairman

Chief Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____ 3/20/2024
Douglas W. Chew,
Vice-Chairman

County Solicitor

SEAL

BY: _____
Ted Kopas, Secretary

MULLIN & LONERGAN ASSOCIATES, INC.

BY: _____

EXHIBIT A

SCOPE OF SERVICES

a. HUD Five Year CP for FY 2025-2029 and the FY 2025 Annual Action Plan

M&L will assist Westmoreland County with preparing the 2025-2029 Consolidated Plan and the 2025 Annual Action Plan for submission to HUD on or before March 15, 2025. The CP will be prepared in a manner that incorporates HUD's eCon Planning Suite in IDIS. In preparing this document, we will be guided by Part 91, Subpart D regulatory requirements; the May 2018 *Desk Guide for Using IDIS to Prepare the Consolidated Plan, Annual Action Plan, and CAPER/PER* reflecting the release of IDIS version 11.15; our general background and experience in preparing Consolidated Plans; and, the County's CP planning procedures that have worked well in the past.

Task 1. Project Mobilization

Initial Project Planning with County Staff

M&L will:

- Schedule the Kick-Off Conference Call
- Provide a Stakeholder Chart that includes a list of stakeholder categories with whom workshops will be conducted
- Provide a more detailed Project Schedule to meet the objective of completing the Consolidated Plan and Annual Plan for submission to HUD on or before March 15, 2025

Review of the County's Citizen Participation Plan

One of the first tasks will be a review of the County's Citizen Participation Plan. As required by HUD, this plan must be reviewed with each Consolidated Plan cycle, amended if necessary, then placed on public display with the Plan and submitted to HUD for approval.

Identification of Stakeholders

At the outset of the planning process, M&L will work with the County staff to refine the list of stakeholders whose input would be sought during the preparation of the Consolidated Plan. Key stakeholders consisting of public and private entities whose input can assist in generating a comprehensive fair housing profile for Pennsylvania and the participating jurisdictions will be identified.

Based on HUD requirements and our experience, the following stakeholder categories should be considered:

- Public Housing Authorities

- County department directors from Planning, Engineering, Public Works, Parks & Recreation, Emergency Management, etc.
- Affordable housing providers, including CHDOs
- Health and child welfare agencies concerning lead-based paint hazards
- Public and private agencies that address housing, health, social services, victim services, employment, and education needs of low-income, homeless, and special needs populations
- Neighborhood and community-based organizations
- Business and civic leaders
- Local government agencies involved in metropolitan-wide planning responsibilities that extend beyond a single jurisdiction (e.g., transportation, employment, etc.)
- Workforce development entities
- Other entities identified by staff as appropriate for interviewing

Finally, beginning with Consolidated Plans submitted on or after January 1, 2018, HUD requires that stakeholder consultations also include broadband internet service providers, organizations engaged in narrowing the digital divide, agencies whose primary responsibilities include the management of flood prone areas, public land or water resources, and emergency management agencies.

Planning for Stakeholder Outreach

Once the general approach to stakeholder outreach is established, M&L will provide a Schedule Chart. We would require assistance to contact stakeholders, schedule all workshops and meetings, and provide meeting spaces.

Task 2. Community Engagement Process

Below is a suggested plan for maximizing community outreach. Our proposed process reflects a series of tasks that has worked well with other grantees and offers a variety of opportunities for resident participation throughout the Plan process.

Develop a FAQ Sheet

M&L will create a FAQ Sheet for distribution throughout the planning process. The two-sided, one-page sheet will include a basic series of questions and answers (*What is the Consolidated Plan? How does it impact my community? Who is eligible to receive funding or participate in programs? How can I get involved?*) and will be made available at all venues (workshops, meetings, public offices, etc.). The sheet will be colorful, utilize graphics and be made available in English.

Conduct Six Stakeholder Workshops

M&L proposes to conduct up to six virtual Stakeholder Workshops to engage local municipalities, stakeholders and others interested parties. Each workshop will be scheduled for 75 minutes and focus on a specific topic. Possible topics might include:

- Affordable Housing (rural environment, barriers, opportunities, etc.)

- Enhancing Access to Community Assets for LMI Households (employment, transit, child care, substance abuse recovery, job training, etc.)
- Workforce Development (job training, education, economic development, etc.)
- Healthy Housing & Safe Neighborhoods (infant mortality, food security, access to health care, crime-free communities, etc.)
- Housing the Homeless & Near-Homeless (challenges, needs, innovative initiatives, etc.)
- Housing for Special Needs Populations (people with disabilities, elderly, persons in recovery, etc.)

We will consult with the County staff to identify which of these topics (or others that cover more appropriate and relevant local topics) to include. A List of Questions will be utilized in each workshop to stimulate discussion.

We will provide a flyer of the dates, time, locations and topics for the series of workshops for distribution. Stakeholders will be invited to attend any one or more of the topical workshops of their choosing. Our experience using this methodology has resulted in much more dynamic discussions involving a wider variety of stakeholders who are focused on a topic tailored to the unique trends and conditions of Westmoreland County.

Design and Implement a Web-based Survey

M&L will provide a draft survey instrument appropriate for identifying affordable housing and community development needs. The web-based survey will be designed to accommodate responses from community leaders, social service assistance organizations, and the general public. This single logic survey, in both English and Spanish, will be hosted by Survey Monkey.

The survey will be available online. Paper copies can also be made available at all stakeholder workshops and public meetings conducted as part of this process. Ideally, the survey would be launched the week before stakeholder workshops and public meetings to maximize marketing efforts.

All surveys will be tabulated and analyzed for incorporation into the CP documents. The distribution method and advertising campaign for the survey can be developed upon contract execution.

Facilitate up to Four Public Meetings

M&L will facilitate four public meetings in locations of the County's choosing. Our goal for each meeting is to actively engage participants in a discussion focused on affordable housing and community development needs. We will utilize a PowerPoint presentation to achieve this goal and provide copies of the FAQ Sheet.

Document the Community Engagement Process

Throughout the community engagement process, M&L will document the initiatives and their results to incorporate into the Process section of the Consolidated Plan.

Deliverable #1: Written Summary of Community Engagement

Task 3. Needs Assessment (NA 05-50)

The Consolidated Plan will describe the estimated housing needs and needs for supportive services projected for the next five years. Housing data will reflect consultations conducted with housing provider agencies, nonprofit organizations and social service agencies (including those focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and homeless persons) that provide assisted housing, health services and social services.

Categories of Persons Affected

The Plan will describe the need for assistance for extremely low income, very low income, low income and moderate-income families, for renters and owners, elderly persons, large families and persons with disabilities. The description of housing needs will also include a discussion of the degree of cost burden and severe cost burden, overcrowding (especially for large families), and substandard housing conditions being experienced by extremely low income, very low income, low income and moderate-income renters and owners compared to the County as a whole.

For any of the categories of households enumerated above, to the extent that any racial or ethnic group is identified to have a disproportionately greater need in comparison to the needs of that category of household as a whole, an assessment of that specific housing need will be included. (Disproportionately greater need exists when the percentage of persons in a category of housing need who are members of a particular racial or ethnic group is at least 10 percentage points higher than the percentage of persons in the category as a whole.)

Public Housing Residents

M&L will describe the needs of current public housing and Housing Choice Voucher households, as well as families on the waiting lists for public housing and Section 8 vouchers.

Homeless Needs

M&L will describe the nature and extent of homelessness using HMIS and the most recent Point-in-Time count from the regional Continuum of Care. The Plan will include an estimate of the special needs of various categories of families and individuals who are chronically homeless or are threatened with homelessness (such as persons with mental illness or with substance abuse problems). The Plan will also contain a narrative description of the nature and extent of homelessness by racial and ethnic group, to the extent that information is available.

Non-Homeless Special Needs

To the extent practicable, the Plan will describe the level of housing need for persons who are not homeless but require supportive housing, including the elderly, frail elderly, persons with disabilities, persons with substance addiction, persons with HIV/AIDS and their families, public housing residents, and other categories that may be appropriate.

Non-Housing Community Development Needs

The Plan will include a concise summary of the County's priority non-housing community development needs, including public facilities, public improvements, public services and other eligible uses of CDBG funding. The basis for this section will be the summary of public participation and stakeholder outreach.

Task 4. Market Analysis (MA 05-50)

General Characteristics

M&L will describe the significant characteristics of the local housing market, including such aspects as the supply, demand, condition and cost of housing, including lead-based paint hazards. The Plan will identify and describe any areas of concentration of minorities and LMI residents within the County.

Lead-Based Paint Hazards

The Plan will estimate the number of housing units that may potentially contain lead-based paint hazards and are occupied by LMI families with children.

Public Housing

M&L will describe the number of public housing units, the physical condition of these units, the restoration and revitalization needs, results from the PHA's Section 504 needs assessments and its strategies for improving the management and operation of public housing, as well as improving the living environment of low and very low-income families residing in public housing. The Plan will also identify the public housing residential communities that will be improved with Capital Fund resources from HUD.

Assisted Housing

The Plan will include a description of the number and targeting (by income and type of family) of units currently assisted by public funds and an assessment of whether any such units are expected to be lost from the local inventory, including expiring Section 8 contracts.

Homeless Facilities

The Plan will include a brief inventory of facilities and services that meet the emergency shelter, transitional housing, permanent supportive housing and permanent housing needs of homeless persons. We will review data made available from the Continuum of Care.

Special Need Facilities and Services

M&L will describe the housing stock available to persons with disabilities and other LMI persons with special needs, including persons with HIV/AIDS and their families. We will describe the facilities and services that assist persons who are not homeless but who require supportive housing and supportive programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing.

Barriers to Affordable Housing

The Plan will explain whether the cost of housing or the incentives to develop, maintain, or improve affordable housing in the County are affected by local public policies. The information included in this section will be obtained from the County's recently completed Analysis of Impediments to Fair Housing Choice.

Non-Housing Community Development Assets

We will provide a concise summary of the priority non-housing community development needs that are eligible for assistance.

Task 5. Strategic Plan (SP 05-80)

M&L will prepare the Strategic Plan in accordance with 24 CFR Part 91.315. Where appropriate, relevant information from other County strategic plans will be incorporated.

General Characteristics

Based on input received through outreach efforts and the data analysis, M&L will define priority needs. For each of the priority needs identified, the CP will include:

a) The reasons for the choice of priority needs, describing the choice in terms of housing need (income, tenure, housing problems) and identifying obstacles for addressing the underserved needs

b) The specific objectives with each objective identifying the key goals in quantitative terms along with numeric and other measurable indicators of progress and a target date for completion, and

c) A description of the resource allocation geographically and among different activities.

Resources

M&L will describe the full range of federal and other resources that are available to assist the County in meeting its housing and community development needs.

- Federal Resources – The expected federal resources to be available to address the needs identified within the Plan.
- Other Resources – The resources from private and non-federal public sources that are reasonably expected to be available to address the needs. The Plan will include an explanation of how federal resources will leverage additional resources, including a description of how matching requirements of HUD programs will be satisfied.

Institutional Structure

M&L will describe the strategy to overcome the gaps in the institutional structure for carrying out its strategy for addressing its priority needs.

Goals

The Strategic Plan will include summaries of the objectives the County intends to initiate and/or complete during the five-year period. For each objective, the Plan will identify proposed accomplishments and quantitative outcomes, as provided in the IDIS Goal Outcome Indicators (GOI).

Public Housing

M&L will describe activities to encourage resident involvement in management and to participate in homeownership. The Plan will also describe how the County will address the needs of public housing.

Barriers to Affordable Housing

M&L will describe the strategy to remove or ameliorate negative effects of public policies that serve as barriers to affordable housing. M&L will use the County's AI to inform this section of the Plan.

Homelessness Strategy

The Plan will include a description of the strategy for identifying resources to be used for the following:

- Helping low income families avoid homelessness
- Reaching out to homeless persons and assessing their individual needs
- Addressing the emergency shelter and transitional housing needs of homeless persons, and
- Helping homeless persons make the transition to permanent housing and independent living

Lead-Based Paint Hazards

The Plan will outline the actions proposed or being taken to evaluate and reduce lead-based paint hazards, and a description of how lead-based paint hazard reduction will be integrated into housing policies and programs.

Anti-Poverty Strategy

The Plan will describe the County's goals, programs and policies for reducing the number of poverty level households and how the goals, programs and policies for producing and preserving affordable housing will be coordinated with other programs and services for which the County is responsible and the extent to which they will reduce or assist in reducing the number of households with incomes below the poverty line. How these initiatives will be coordinated with other programs will be concisely summarized.

Monitoring

The Plan will describe the standards and procedures which the County uses to monitor activities to be carried out in furtherance of the Plan. The current Monitoring Plan utilized, as well as any revisions proposed, will be the basis for this section.

Certifications

M&L will provide the current certifications required by HUD.

Process (PR-05 to PR-15) and Executive Summary (ES-05) Sections

M&L will draft the Process and the Executive Summary sections.

Deliverable #2: Draft Consolidated Plan Document

Task 6. Revisions to the Consolidated Plan Document

Based on feedback from the County staff, M&L will revise the draft Plan and prepare the document for public display. We will provide content in MS Word format and Adobe Acrobat.

Deliverable #3: Display-ready Consolidated Plan Document

Task 7. Preparation of Annual Action Plan (AP 15-90)

Following approval of the draft Plan, M&L will draft the Annual Action Plan using the following methodology.

Expected Resources

The Annual Plan will include a concise summary of the federal resources expected to be available including grant funds, anticipated program income, and other resources such as private and non-federal public sources that are reasonably expected to be available to carry out its Strategic Plan over the course of the program year. M&L will explain how federal funds will leverage these additional resources.

Annual Goals and Objectives

M&L will summarize the specific goals the County intends to initiate and/or complete within the program year.

Allocation Priorities

M&L will describe the reasons for the County's allocation priorities and how the proposed distribution of funds will address the priority needs and goals of the Strategic Plan.

Method of Distribution

M&L will describe the criteria that will be used to select grant applications, the relative importance of these criteria, how resources will be allocated among funding categories, threshold factors and grant size limits, and outcome measurements expected as a result of the method of distribution.

Projects

M&L will prepare, with staff assistance, the Proposed Project Pages.

Geographic Distribution

M&L will generate a series of GIS maps to indicate geographically how the County will provide direct assistance to low-income and minority concentrated areas during the 2024 program year.

Affordable Housing

The Action Plan will specify goals for the number of homeless, non-homeless, and special needs households to be provided affordable housing within the program year. The AAP will also indicate the number of affordable housing units that will be provided by program type, including rental assistance, production of new units, rehabilitation of existing units, or acquisition of existing units.

Public Housing

M&L will describe what actions the County will take in the program year to carry out the public housing portion of the Strategic Plan.

Homeless and Other Special Needs Activities

M&L will describe the one-year goals and the specific actions steps to be undertaken in the program year to carry out the homeless strategy outlined in SP-60 Homelessness Strategy. The Annual Plan will also describe the one-year goals and specify the activities to be undertaken to serve the housing and supportive service needs of non-homeless populations who require supportive housing.

Barriers to Affordable Housing

M&L will describe planned actions to remove or ameliorate the negative effects of local policies that serve as barriers to affordable housing. M&L will summarize appropriate barriers identified in the County's AI for this purpose.

Other Actions

The Annual Plan will describe the planned actions to carry out the strategies outlined in the Consolidated Plan relative to fostering and maintaining affordable housing, evaluating and reducing lead-based paint hazards, reducing the number of poverty-level families, developing institutional structure, enhancing coordination and identifying obstacles to meeting underserved needs and propose actions to overcome those obstacles.

Program-Specific Requirements

The Annual Plan will include the method of distribution, including all selection criteria for funding, how CDBG, HOME and ESG resources will be allocated among funding categories, the threshold factors and grant limits to be applied.

Deliverable #4: Draft Annual Action Plan

Task 8. Revisions to Draft Annual Action Plan

Based on feedback, M&L will revise the draft Annual Plan and prepare the document for public display.

Deliverable #5: Display-ready Annual Plan Document

Task 9. Public Comment Period & Public Hearing

Once the revised planning documents are provided to the County for the public comment period, M&L will initiate the IDIS entry process. Based on our experiences using the eCon Planning Suite, the later IDIS entry occurs in the development of the documents, the more efficient is the process.

Following the comment period we will collaborate with the County staff to address comments received and incorporate them into the final documents as required. M&L also can be in attendance at the Commissioners meeting to present the plans and address questions.

Task 10. Submission to HUD & Deliverables

Electronic submission of these two documents will occur on or before March 15, 2025 in collaboration with the County staff.

Final deliverables to the County will include electronic files, one original and three copies of the final version submitted to HUD.

Deliverable #6: Final CP/AAP Documents submitted to HUD & County

Task 11. Technical Support during HUD's Review

M&L will remain available to the County staff throughout the 45-day HUD review period for the Consolidated Plan and Annual Action Plan. We will assist in responding to any HUD questions that may arise relative to these two documents.

Assistance Required

During the preparation of the plans, M&L will require assistance for the following tasks:

- Identifying and inviting community stakeholders to workshops
- Reserving meeting spaces for all public meetings and workshops
- Publishing of all public notices as required (M&L can provide draft notices)
- Posting and distributing notices and other alerts to encourage community participation (M&L will provide flyers, email communications, FAQ Sheets, etc.)
- Providing for any language interpretation needed at stakeholder workshops or public meetings (M&L can provide versions of meeting agendas and handouts)
- Timely review and comment on draft agendas, draft documents provided by M&L
- Placing the draft documents on the agenda of the County Commissioners for approval

b. **FY 2024 CAPER**

M&L will prepare the County's FY 2024 CAPER in IDIS to meet all HUD requirements and within all of the HUD required submission dates.

c. **FY 2025 ERR**

M&L will prepare the County's FY 2025 ERR per all current HUD regulations. M&L will complete the ERR within 120 days of the submission of the County FY 2025 Annual Action Plan.

d. **Technical Services**

M&L will continue to provide on-going, hourly rate technical assistance for all of 2025. The hourly rates will be the amounts as outlined in the current contract with the County. M&L will charge portal to portal for mileage based upon government standard mileage rate per mile and actual cost for tolls, air fare, lodging, and other travel / subsistence expenses. Hourly rates charged include travel time, portal to portal.

EXHIBIT B

CONTRACT AMOUNTS FOR FY 2025
WESTMORELAND COUNTY, PA

TASK	2025
Five Year Consolidated Plan and Annual Action Plan	$35,000
Environmental Review Record for FY 2025	$9,000
Consolidated Annual Performance and Evaluation Review (CAPER) for FY 2024	$9,000
Technical Assistance not to exceed, hourly rate fee to be billed monthly based on total hours worked	$37,000
TOTAL NOT TO EXCEED AMOUNT	$90,000

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0719 **Meeting Date:** 11/6/2024

Department
Police

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew existing contracts - Police Department, 23ITB140069B-EC, Wrecker and Towing Services, a revenue generating contract with S&W Services of Atlanta, Inc. (Atlanta, GA) to provide wrecker towing services. 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 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)*
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: This is a revenue generating contract to provide wrecker and towing services for the Fulton County Police Department.

Budget Funding Year	Revenue Collected
2023	$19,466

2024 (as of 10/02/2024)	$10,046
2025 (projected)	$15,000

Scope of Work: Services under this contract will be rendered from locations within the unincorporated areas of Fulton County. However, in very rare instances and if requested by the Fulton County Police Department, the contractor will be required to also render service from locations within other government jurisdictions.

Community Impact: Failure to timely remove impaired vehicles could lead to traffic concerns.

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

Project Implications: This service is needed to ensure that law enforcement has a towing and wrecker service intact twenty-four hours a day.

Community Issues/Concerns: To eliminate traffic congestion related to impaired vehicles.

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

Contract Modification

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Award Amount	23-0872	12/06/2023	$10,046.00
1st Renewal			**$15,000.00**
Total Revised Amount			$25,046.00

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

Contract Value: **$15,000.00**

Prime Vendor: **S & W Services of Atlanta, Inc.**
Prime Status: **Non-Minority**
Location: **Atlanta, GA**
County: **Fulton County**
Prime Value: **$15,000.00 or 100.00%**

Total Contract Value: **$15,000.00 or 100.00%**
Total Certified Value: **$-0-**

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

Exhibit 1: Performance Evaluation
Exhibit 2: Contract Renewal Agreement

Agenda Item No.: 24-0719 **Meeting Date:** 11/6/2024

Exhibit 3: Contract Renewal Evaluation Form

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

W. Wade Yates, Chief of Police

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	Revenue Generating
Previous Adjustments:	$0.00
This Request:	Revenue Generating
TOTAL:	Revenue Generating

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source:

Funding Line 1:

301-320-3201-3036: Fulton Industrial District, Police, Wrecker Service, Revenue Generating, $15,000.00 (projected). Pending BOC approval of the FY2025 Adopted Budget.

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: 82

Would you select/recommend this vendor again?
Yes

Report Period Start:	**Report Period End:**
4/1/2024	**6/30/2024**

Performance Evaluation Details

ID	E1
Project	Wrecker Towing Services
Project Number	23ITB140069B- EC
Supplier	S & W SERVICES OF ATLANTA INC
Supplier Project Contact	CRYSTAL KNIGHT (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	08/09/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/09/2024 12:10 PM EDT
Completion Date	08/09/2024 12:10 PM EDT
Evaluation Score	82

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT **17/20**

Rating

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

Comments Crystal and Pam are very organized and correct any issues quickly.

SCHEDULE **14/20**

Rating

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

Comments S & W Towing arrives on time and communicates well.

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 They provide quality staff and quality towing.

COMMUNICATIONS AND CO-OPERATION **17/20**

Rating

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

Comments Any issues are communicated quickly and dealt with.

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 They are great with on time documents and payment.

GENERAL COMMENTS

Comments *Not Specified*

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Police

BID/RFP NUMBER: 23ITB140069B-EC

BID/RFP TITLE: Wrecker Towing Services

ORIGINAL APPROVAL DATE: December 6, 2023

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

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: Revenue Generating

COMPANY'S NAME:S & W SERVICES OF ATLANTA INC

ADDRESS: 2559 JONESBORO RD

CITY: ATLANTA

STATE: GA

ZIP: 30315

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	S & W SERVICES OF ATLANTA INC
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Pamela Sieg** **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#: _____ RM: _____ **REGULAR MEETING**	**ITEM#: _____ 2ND RM: _____** **SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	**October 1, 2024**
Department:	POLICE
Contract Number:	20ITB127435B-YJ
Contract Title:	Wrecker Towing Services

Instructions:

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

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

   This is a revenue generating contract. The amount collected varies from month to month based on the number of tows and class of vehicles towed.

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:	N/A
Price found:	**N/A**
Different features / Conditions:	**N/A**
Percent difference between internet price and renewal price:	**N/A**

Explanation / Notes:

N/A

☐ **Market Survey of other jurisdictions:**

Date contacted:	N/A	
Jurisdiction Name / Contact name:	**N/A**	
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?	☐ **Yes**	☒ **No**
Are they aware of a reduction in pricing in this industry?	☐ **Yes**	☒ **No**
How does pricing compare to Fulton County's award contract?	**N/A**	

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?**

   The actual revenue collected for this contract for 2023 was $19,466.

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?**

Wrecker and towing service companies will be required to pay the County for providing wrecker and towing services for the Fulton Industrial Boulevard jurisdiction. The County may incur tow and storage rates in the event a wrecker is needed by the Police Department.

Elaine Smith	October 1, 2024
Prepared by	**Date**
Chief W. Wade Yates	October 1, 2024
Department Head	**Date**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0722 **Meeting Date:** 11/6/2024

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

Proclamation recognizing “Paul Zucca Remembrance Day.” **(Abdur-Rahman/Pitts/Ellis)**

Proclamation recognizing “Operation Green Light for Veterans Appreciation Days.”
(Thorne/Pitts/Abdur-Rahman/Ellis/Barrett/Hall)

Proclamation recognizing “Auburn Avenue Research Library 30th Anniversary Appreciation Day.”
(Hall/Arrington/Ellis)

Proclamation recognizing “The Honorable Thelma Wyatt Moore Remembrance Day.”
(Arrington/Hall)

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0724 **Meeting Date:** 11/6/2024

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
2024Z -0001 SFC, 4143 Fulton Industrial Boulevard (SR 70)

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

Application by Brent Harris for White Coat, LLC seeks to amend the zoning of the C-2 (Commercial) of property located at 4143 Fulton Industrial Boulevard to increase the total square footage of the building from the previously approved 1,800 square feet to 3,000 square feet to add additional space for an X-ray and procedure room to accommodate an urgent care facility. The 0.44-acre property is currently developed with an 1,800 square foot building and parking lot. The applicant intends to renovate the existing building for occupational medical use as an urgent care facility focused on providing service to area workers.

The subject site has 94 feet of frontage along the northwest side of Martin Luther King Jr. Drive and is located within Land Lot 23, District 14F, Fulton County, Georgia.

CZB PUBLIC HEARING CONDUCTED/ No public speakers

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Article 28 of the Fulton County Zoning Resolution and the Georgia Zoning Procedures Law require the Board of Commissioners to hold a public hearing and take action on land use petitions before them for consideration.

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

Commission Districts Affected
All Districts ☐
District 1 ☐
District 2 ☐
District 3 ☐

Agenda Item No.: 24-0724 **Meeting Date:** 11/6/2024

District 4 ☐
District 5 ☐
District 6 ☒

Is this a purchasing item?
No

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

Scope of Work:
The request of the amendment to the current rezoning of the property at 4143 Fulton Industrial Boulevard is to allow the building to be increased to 3,000 square feet to accommodate a X-ray procedure room as part of the planned urgent care center at this address. The complete zoning report is attached as Exhibit A

Community Impact: A vacant building will be renovated, increased to 3,000 square feet and additional landscaping will visually improve the area.

Department Recommendation: The Department of Public Works recommends approval of the rezoning request.

Project Implications: The proposed new development will replace a blighted, vacant building.

Community Issues/Concerns: No issues or concerns have been expressed by the community.

Department Issues/Concerns: No issues or concerns have been noted by the Public Works Department.

Fiscal Impact / Funding Source

Funding Line 1:

n/a

DEPARTMENT OF PUBLIC WORKS
INTER-OFFICE MEMORANDUM

To: Board of Commissioners

Through: Dick Anderson, County Manager

From: David Clark, Director of Public Works

Date: October 18, 2024

RE: Public Hearing – Wednesday November 6, 2024

Staff's Recommendations to the Community Zoning Board				
ITEM	**PETITION NO.**	**LOCATION/REQUEST**	**STAFF**	**CZB**
1.	2024Z -0001 SFC DISTRICT 6	4143 Fulton Industrial Boulevard (SR 70) - C-2 (Commercial) to C-2 (Commercial) Increase the building square footage of the approved urgent care facility.	Approval Conditional	Approval Conditional

PROPOSED ZONING	C-2 (COMMERCIAL) - 6,818.19 SQUARE FEET PER ACRE
PROPOSED USE	URGENT CARE FACILITY
EXISTING ZONING	C-2 (COMMERCIAL) - 2022Z -0001 SFC
EXISTING USE	VACANT BUILDING
LAND USE MAP	INDUSTRIAL MARKETPLACE
LOCATION	FULTON INDUSTRIAL BOULEVARD (SR 70) (NORTHWEST SIDE): 94 FEET OF FRONTAGE
	PARCEL SIZE 0.44 ACRES
	LL 23, DISTRICT 14F
	COMMISSION DISTRICT 6
	FULTON INDUSTRIAL OVERLAY DISTRICT
	SEWER BY PUBLIC SEWER
OWNER	WHITE COAT LLC
PETITIONER	WHITE COAT LLC/BRENT HARRIS, MD
REPRESENTATIVE	BRENT HARRIS, MD

APPLICANT'S INTENT	To increase the total square footage of the building from the previously approved 1,800 square feet to 3,000 square feet to add additional space for an X-ray and procedure room.

Department of Public Works
Planning and Development Division
Recommendation

APPROVAL CONDITIONAL

Community Zoning Board Recommendation
October 17, 2024

APPROVAL CONDITIONAL

SUBJECT SITE AND SURROUNDING AREA:

SUBJECT SITE: The subject site is zoned C-2 (Commercial) for an urgent care facility and developed with an existing vacant building with parking lot.

NEARBY AND ADJACENT PROPERTIES/ZONINGS: NON-RESIDENTIAL

** **Northwest Adjacent** - Use: Existing Warehouse
Petition: None
Zone: M-2 (Heavy Industrial)

** **Further North** - Use: Existing Warehouse
Petition: None
Zone: M-2 (Heavy Industrial)

** **Northeast** - Use: Vacant Land
Petition: None
Zone: M-2 (Heavy Industrial)

** **East Adjacent** - Use: Vacant Restaurant Building
Petition: None
Zone: M-2 (Heavy Industrial)

** **Further East** - Use: Vacant Land
Petition: None
Zone: M-2 (Heavy Industrial)

** **Southeast across Fulton Industrial Boulevard (SR 70)** - Use: Budgetel Inn & Suites
Petition: None
Zone:M-2 (Heavy Industrial)

** **Further Southwest -** Use: Approved Convenience Store with Gas Pumps
Petition: 2021Z -0001 SFC
Zone:C-2 (Commercial)
Density: 4,375 Square Feet Per Acre

** **Southwest across Fulton Industrial Boulevard (SR 70)** - Use: GK Granite
Petition: None
Zone:M-2 (Heavy Industrial)

** **West Adjacent** - Use: Boston Supreme Fish Restaurant
Petition: 2011Z-0008 SFC
Zone: C-1 (Community Business)

NEARBY AND ADJACENT PROPERTIES/ZONINGS: RESIDENTIAL

There are no nearby residential properties or zonings

RECENT DENIALS IN AREA:

** There are no recent Denials in the area

MISCELLANEOUS USES AND ZONINGS IN THE AREA:

** The Fulton County Executive Airport at Brown Field is located to the northeast of the subject site. The interchange between I-20 and Fulton Industrial Boulevard (SR70) is located to the southwest of the subject site. Further east and north are the city limits of Atlanta.

SITE PLAN ANALYSIS:

Based on the applicant's site plan submitted to the Department of Public Works, Planning and Zoning Services on August 19, 2024, Staff offers the following considerations:

LAND USE AND DENSITY

The subject site was rezoned from M-2 (Heavy Industrial) to C-2 (Commercial) pursuant to 2022Z -0001 SFC on June 1, 2022. The subject site was approved for an Urgent Care Facility in the existing 1,800 square foot building at a density of 4,090.91 square feet per acre.

In 2024 the applicant submitted plans for the development of the site which indicated an increase in the previously approved square footage. The applicant found during the final design stages that the existing 1,800 square foot building would not accommodate the current and possible future needs of the approved Urgent Care Facility. More specifically the facility would not be able to provide an X-ray service without the additional space.

The applicant's proposed increase in square footage to 3,000 square feet at an overall density of 6,818.19 square feet per acre is consistent with existing and proposed development in the surrounding area.

The Recommended Conditions, which restrict the use of the property to an urgent care facility, will ensure the development is in harmony with the comprehensive and master plans for the surrounding industrial area.

The 2035 Comprehensive Land Use Map suggests Industrial Marketplace for the area along Fulton Industrial Boulevard (SR 70) between Martin Luther King Jr. Drive and Patton Drive. The intent of the Industrial Marketplace land use category is to encourage redevelopment of the Fulton Industrial District near the I-20 interchange by promoting uses which serve the needs of the people who work in the industrial area. The Industrial Marketplace designation on Fulton Industrial Boulevard is consistent with the Fulton Industrial Boulevard Redevelopment Framework which was adopted by the Board of Commissioners in August 2010.

Given all the above considerations, staff is of the opinion that the applicant's proposed development of the site, with the Recommended Conditions, is consistent with the Comprehensive Plan and the Fulton Industrial District Redevelopment Plan. Staff therefore recommends that this petition be **APPROVED CONDITIONAL**.

BUILDING SETBACKS

Article 9.2.3 for C-2 (Commercial) development requires minimum building setbacks as follows:

- 40-foot front yard setback along Fulton Industrial Boulevard
- No minimum side or rear yard is required

The proposed building complies with these required setbacks.

LANDSCAPE STRIPS AND BUFFERS

Article 12N and Article 4.23 of the Fulton County Zoning Resolution require the following landscape strips:

- A 15-foot-wide Landscape Strip along the Fulton Industrial Boulevard (SR70) frontage.
- A 5-foot-wide Landscape Strip along the side and rear property lines.

Pursuant to 2022VC -0001 SFC the site was approved for a variance to reduce the 5-foot landscape strip to 0 feet to allow existing encroachments along the southwest property line to remain. Staff will reflect this approved Concurrent Variance in the Recommended Conditions.

The site is able to meet all other landscape requirements.

PARKING

Article 18.2.1 requires 4 spaces per 1,000 square of building area for this use. The site plan indicates that there is adequate space to meet the parking requirements and to provide for the required parking lot landscape islands.

ENVIRONMENT

The Environmental Site Analysis Report (ESA) satisfies the requirement of the Fulton County Zoning Resolution. The site does not contain streams, flood plain, wetlands, steep slopes, historical sites or sensitive plants and animal species.

OTHER CONSIDERATIONS

An abandoned sign exists on the property, and it will have to be removed. The applicant is aware that removal of the abandoned signage structure is required, and the new sign for the property will be required to comply with the existing code. The applicant is also aware that enclosure of any dumpster on the property will be required, consistent with the Overlay District standards.

FINDINGS:

(Article 28.4.1) Planning Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors A. through G., below, as well as any other factors it may find relevant.

A. WHETHER THE ZONING PROPOSAL WILL PERMIT A USE THAT IS SUITABLE IN VIEW OF THE USE AND DEVELOPMENT OF ADJACENT AND NEARBY PROPERTY.

FINDING: The proposed Urgent Care Facility use is suitable for the subject site considering the existing and anticipated development in the area, and recent Board action on the subject site.

B. WHETHER THE ZONING PROPOSAL WILL ADVERSELY AFFECT THE EXISTING USE OR USABILITY OF ADJACENT OR NEARBY PROPERTY.

FINDING: In Staff's opinion, the proposed development will not have an adverse effect on the use or usability of adjacent and nearby properties if developed in accordance with the Recommended Conditions.

C. WHETHER THE PROPERTY TO BE AFFECTED BY THE ZONING PROPOSAL HAS A REASONABLE ECONOMIC USE AS CURRENTLY ZONED.

FINDING: The subject site may have a reasonable use as currently zoned.

D. WHETHER THE ZONING PROPOSAL WILL RESULT IN A USE WHICH WILL OR COULD CAUSE AN EXCESSIVE BURDENSOME USE OF EXISTING STREETS, TRANSPORTATION FACILITIES, UTILITIES, OR SCHOOLS.

FINDING: With the incorporation of the attached Recommended Conditions, Staff does not anticipate a significant impact on public facilities and utilities.

E. WHETHER THE ZONING PROPOSAL IS IN CONFORMITY WITH THE POLICIES AND INTENT OF THE LAND USE PLAN.

FINDING: The proposed commercial development and use is consistent with the policies and intent of the Comprehensive Plan, provided the Recommended Conditions are incorporated into the development.

LAND USE PLAN MAP: Industrial Marketplace

Proposed use/density: Urgent Care Facility/6,818.19 Square Feet Per Acre

The 2030 Comprehensive Land Use Map suggests Industrial Marketplace along Fulton Industrial Boulevard (SR 70) in this area. Industrial use is suggested beyond the node. The proposed density is consistent with other projects in the area.

PLAN POLICIES:

Provide for the transition of land uses from higher to lower densities and between different land uses.

Promote the revitalization of the Fulton Industrial Boulevard Industrial District.

Promote industrial base while simultaneously allowing for necessary commercial and office services to support industrial workers.

Support implementation of Fulton Industrial Boulevard Redevelopment Framework.

F. WHETHER THERE ARE OTHER EXISTING OR CHANGING CONDITIONS AFFECTING THE USE AND DEVELOPMENT OF THE PROPERTY WHICH GIVE SUPPORTING GROUNDS FOR EITHER APPROVAL OR DISAPPROVAL OF THE ZONING PROPOSAL.

FINDING: Existing zonings, current commercial development trends in the area, and adopted land use policies support this request for commercial development.

G. WHETHER THE ZONING PROPOSAL WILL PERMIT A USE WHICH CAN BE CONSIDERED ENVIRONMENTALLY ADVERSE TO THE NATURAL RESOURCES, ENVIRONMENT AND CITIZENS OF FULTON COUNTY.

FINDING: The proposed development is not considered environmentally adverse affecting natural resources, the environment, or the citizens of Fulton County.

Note: The attached conditions are provided as a guide should the Board of Commissioners choose to approve this petition per the applicant's request. The applicant's agreement to these conditions would not result in a favorable recommendation from the Staff.

CONCLUSION:

Provided Staff's Recommended Conditions are incorporated into the development of the site, the proposed commercial use is consistent with the policies and intent of the Comprehensive Plan and with approved zonings in the area. Therefore, Staff recommends this petition be **APPROVED CONDITIONAL** subject to the attached Recommended Conditions.

COMMUNITY ZONING BOARD MEETING

On October 17, 2024 the Community Zoning Board heard the petition and noted that the applicant was not in attendance and that there was no community input. With that noted, the Board recommended the petition be **APPROVED CONDITIONAL** per Staff's recommendation.

RECOMMENDED CONDITIONS

If this petition is approved by the Board of Commissioners, it should be **APPROVED C-2 (Commercial) CONDITIONAL** subject to the owner's agreement to the following enumerated conditions. Where these conditions conflict with the stipulations and offerings contained in the Letter of Intent, these conditions shall supersede unless specifically stipulated by the Board of Commissioners.

1. To the owner's agreement to restrict the use of the subject property as follows:

    a. Urgent care facility/medical office use only, at a maximum density of 6,818.19 gross square feet per acre zoned or a total of 3,000 square feet, whichever is less.

    b. Limit the height of the building to no more than 2-stories.

2. To the owner's agreement to abide by the following:

    a. To the site plan received by the Department of Public Works on August 19, 2024. Said site plan is conceptual only and must meet or exceed the requirements of the Zoning Resolution and these conditions prior to the approval of a Land Disturbance Permit. In the event the Recommended Conditions of Zoning cause the approved site plan to be substantially different, the applicant shall be required to complete the concept review procedure prior to application for a Land Disturbance Permit. Unless otherwise noted herein, compliance with all conditions shall be in place prior to the issuance of the Certificate of Occupancy.

3. To the owner's agreement to the following site development considerations:

    a. Prior to issuance of an occupancy certificate for the building renovation, install and/or update the sidewalks and street lighting along Fulton Industrial Boulevard (SR 70) consistent with the standards of the Fulton Industrial Business District Overlay District.

    b. Access to the property shall be provided via the curb cuts on the adjacent properties. No additional curb cuts shall be allowed.

    c. To prohibit any window coverings, signage, location of interior or exterior shelving, appliances etc. that would block clear sight into the establishment through any window.

    d. To post no loitering and no trespassing signage in highly visible locations throughout the property and visible from all parts of the property.

    e. To install LED lights on all light posts on the property.

    f. To partner with the Fulton County Police Department to be included in the TAP (Trespassing Affidavit Program).

g. To partner with the Fulton County Police Department and install an interior and exterior onsite security camera system. The camera system shall be incorporated into the existing Police camera system along Fulton Industrial Boulevard so that the Police can remotely monitor all activity in real time.

h. To remove all existing abandoned signage frames on the site; new signage shall comply with the Fulton County Zoning Resolution.

i. To reduce the 5-foot landscape strip to the extent necessary to allow existing encroachments along the southwest property line to remain. (2022VC-0001 SFC)

j. To provide parking lot landscape islands as shown on the site plan submitted on August 19, 2024. (Article 4.3.1, Section E.3)

APPENDIX

COMMENTS ON PUBLIC SERVICES AND UTILITIES

NOTE: Various Fulton County departments or divisions that may or may not be affected by the proposed development provide the following information. Comments herein are based on the applicant's conceptual site plan and are intended as general non-binding information and in no manner suggest a final finding by the commenter. All projects, if approved, are required to complete the Fulton County Plan Review process prior to the commencement of any construction activity.

T**RANSPORTATION FACILITIES:**

Update sidewalks and/or streetlights along the property frontage to be consistent with the CID standards.

Fulton Industrial Boulevard (SR 70) is a State Route, any improvements within the right of way of will require approval and permit issuance by GDOT.

HEALTH DEPARTMENT:

Environmental Health Service Comments:

Fulton County Board of Health requires that the proposed facility be served by public water and public sanitary sewer which are available to the site.

This department recommends that the proposed building be inspected, and the owner/operator is required to provide the internal plumbing and sanitary facilities necessary to serve the existing and proposed addition and building capacity.

This development must comply with the Fulton County Code of Ordinances and Code of Resolutions, Chapter 34 - Health and Sanitation, Article III – Smoke-free Air.

If this proposed development includes a food service establishment, as defined in Fulton County Code of Ordinances and Code of Resolutions, Chapter 34 - Health and Sanitation, Article V – Food Service, the owner must submit kitchen plans for review and approval by this agency before issuance of a building permit and beginning construction. The owner must obtain a food service permit prior to opening.

This department requires that plans indicating the number and location of outside refuse containers along with typical details of the pad and approach area for the refuse containers be submitted for review and approval.

WATER AND WASTEWATER (SEWER):

WATER:

No increased capacity proposed.

This project is within the City of Atlanta jurisdiction.

SEWER:

Basin: Utoy Creek

Treatment Plant: Utoy Creek

No increased capacity proposed.

Comments: This information does not guarantee that adequate sewer capacity is available at this time or will be available upon application of permits. Please contact the Department of Public Works for more information.

DRAINAGE:

Flood Plain: According to the Fulton County Geographic Information System (GIS) Map, there is no 100-year flood plain on the subject site.

TAX ASSESSOR:

Property Tax ID#:14F-0023-LL-086-8

Taxes on the subject property are up to date on this property

FIRE MARSHAL:

Fire requirements for this project will be reviewed and met through Life Safety 101, 2018, and IFC 2018.

Fire Station: 11

Battalion: 2

POLICE DEPARTMENT:

This property should participate in the TAP (Trespassing Affidavit Program)

CODE ENFORCEMENT:

No recent code violations on this site; no open code violations on the site.

Property Profile for 4143 Fulton Ind Blvd Sw

Property Tax Information

Tax Year	2024
Parcel ID	14F0023 LL0868
Property Address	4143 Fulton Ind Blvd Sw
Owner	White Coat Llc
Mailing Address	714 Cedar St Carrollton Ga 30117
Total Appraisal	$193,100
Improvement Appraisal	$84,700
Land Appraisal	$108,400
Assessment	$77,240
Tax District	70D
Land Area	0.4591 ac
Property Class	Commercial Vacant Lot
Land Use Class	Retail - Single Occupancy
TAD	
CID	FID Fulton Industrial Boulevard CID

Zoning

Zoning Class	C-1
Overlay District	Fulton Industrial Ov
2035 Future Development	Industrial Marketplace

Political

Municipality	unincorporated
Commission District	6
Commission Person	Khadijah Abdur-Rahman
Council District	not available
Council Person	not available
Voting Precinct	FC02
Poll Location	Jackson Memorial Baptist Church, 534 Fairburn Rd
Congressional District	006
State Senate District	035
State House District	061

School Zones

Elementary School	Randolph
Middle School	Sandtown
High School	Westlake

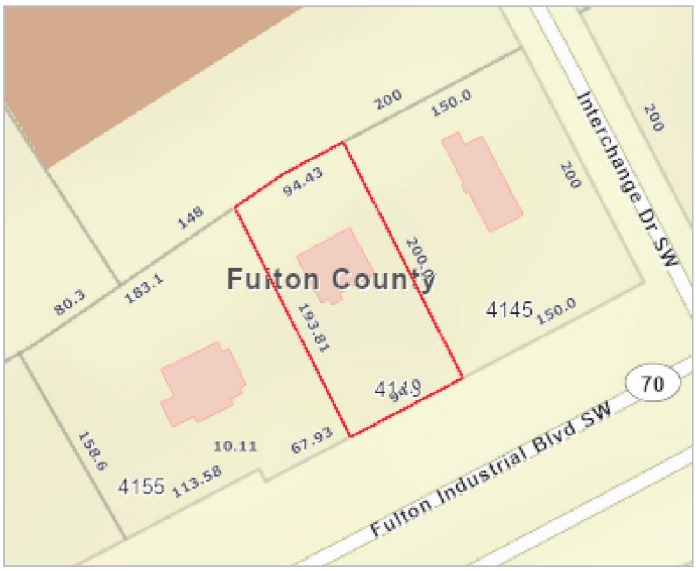
Other Information

Zip Code	30336
Census Tract	78.05
In Less Developed Census Tract	Yes

Aerial View

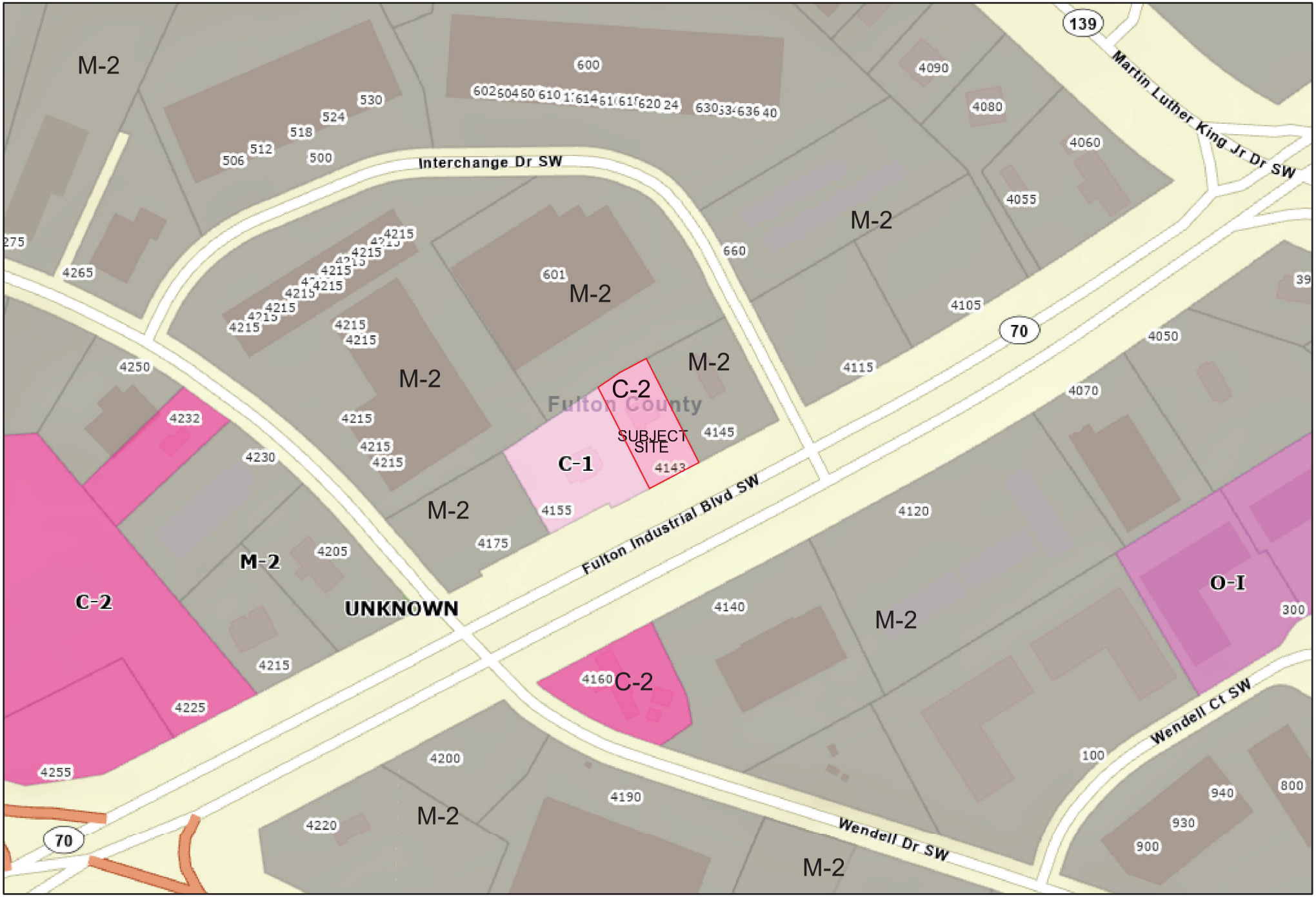


Property Map



Vicinity Map





Fulton County GIS - Zoning Map

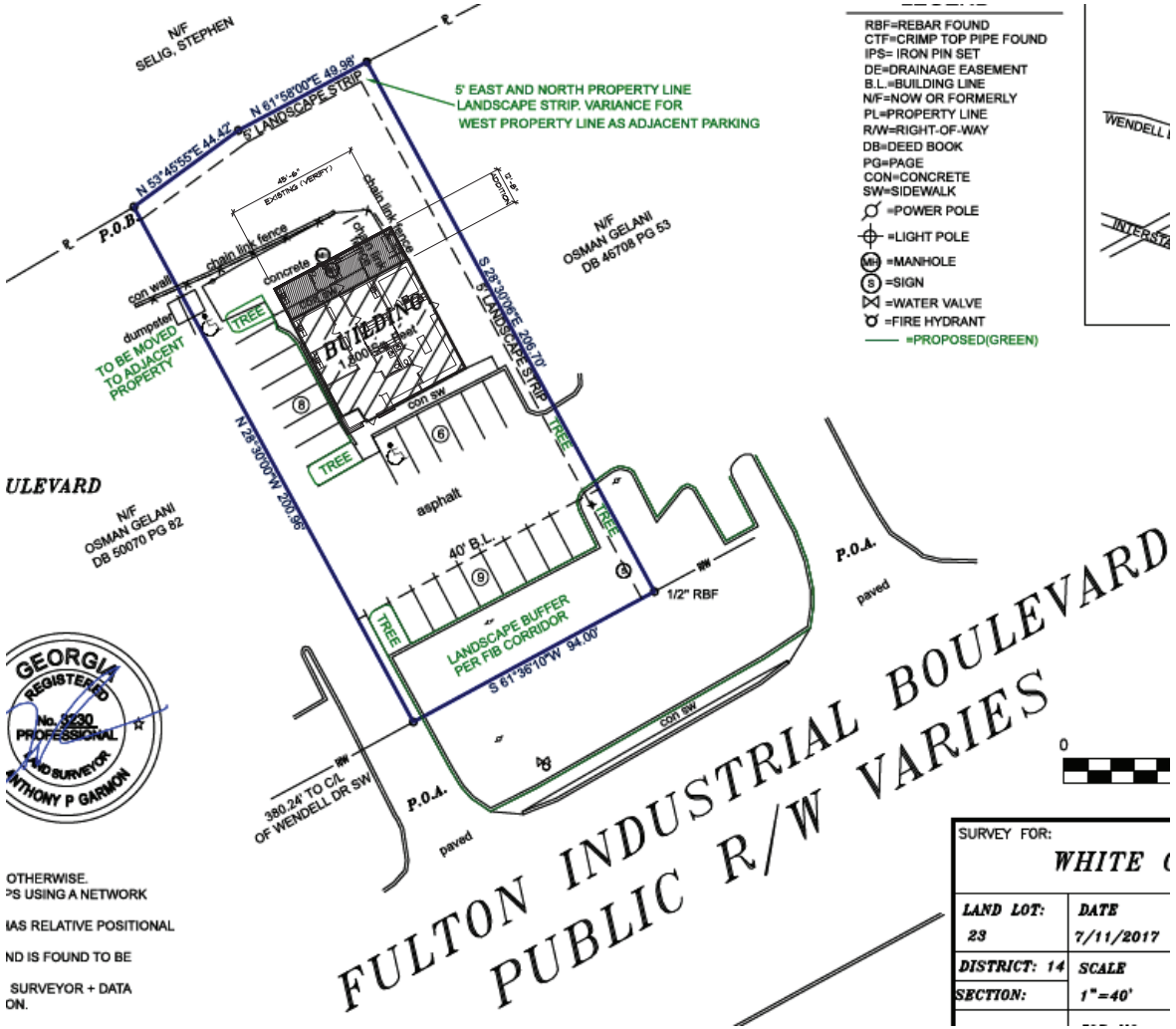
Date: 9/26/2024

Map Size: 8.5x11 (LETTER)

Fulton County provides the data on this map for your personal use "as is". The data are not guaranteed to be accurate, correct, or complete. The feature locations epicted in these maps are approximate and are not necessarily accurate to surveying or engineering standards. Fulton County assumes no responsibility for losses resulting from the use these data, even if Fulton County is advised of the possibility of such losses

FUL COU 484

Prepared by the Department of Information Technology Geographic Information System



SURVEY FOR: *WHITE*

LAND LOT: 23	*DATE 7/11/2017*
DISTRICT: 14	*SCALE*
SECTION:	*1"=40'*

SITE LAYOUT
1" = 20'-0"

NORTH

NOTES:
1. SCOPE OF WORK CONSISTS OF 12'-8" X 45'-6" NEW ADDITION & RENOVATIONS TO EXISTING SPACE.
2. NO IMPERVIEABLE SURFACES BEING ADDED. NEW ADDITION IS TAKING PLACE AT LOCATION OF EXISTING CONCRETE PAD.

BELL & ASSOCIATES ARCHITECTS
ALAN BELL
MARK SMITH & TROY BELL
alanbellarch@aol.com
128 LOVVORN ROAD
CARROLLTON, GEORGIA 30117
PHONE (770) 830.8888 FAX (770) 830.8886

REVISIONS	BY

MEDICAL OFFICE MODIFICATIONS FOR:
DR. BRENT HARRIS
ATLANTA, GEORGIA

CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS BEFORE EXECUTING ANY WORK. THIS DOCUMENT IS THE SOLE PROPERTY OF ALAN BELL ARCHITECT AND SHALL NOT BE COPIED IN WHOLE OR IN PART WITHOUT EXPRESSED WRITTEN CONSENT FROM ALAN BELL ARCHITECT.

STATE OF GEORGIA
ALAN BELL
REGISTERED NO. 019751
REGISTERED ARCHITECT

DATE : MAY 20, 2024
SCALE : AS NOTED
JOB NO. : 2201-CII
SHEET
C-1
OF 1 SHEETS

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0725 **Meeting Date:** 11/6/2024

Department
Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew existing contracts - Finance, 23RFP100423C-MH, Annual Audit Services in the amount of $304,000 with PJC Group, LLC to provide Annual Audit Services including OMB Uniform Guidance (Single Audit), T-SPLOST and the Fulton County Employees Retirement System. 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)*
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: All local governments in Georgia are required to submit audited financial statements to the State of Georgia Department of Audits and Accounts under O.C.G.A. 36-81-7. This code section also requires the State Auditor review these financial statements to ensure compliance with generally accepted accounting principles, generally accept government audited standards, and federal and state regulations.

Agenda Item No.: 24-0725 **Meeting Date:** 11/6/2024

Scope of Work: In addition to auditing the County's annual financial statement, this contract also includes the required annual audits specific to federal and state grants under federal OMB Uniform Guidance. Also, the Georgia Department of Human Services requires the County to submit annual audited supplementary information relative to the DHS funded grants each program year, the required Transportation SPLOST audit and the Fulton County Employees Retirement System annual audit.

Community Impact: N/A

Department Recommendation: Recommend Approval

Project Implications: N/A

Community Issues/Concerns: N/A

Department Issues/Concerns: N/A

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0054	1/24/2024	$295,000.00
Renewal No. 1			**$304,000.00**
Total Revised Amount			$599,000.00

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

Contract Value: **$304,000**

Prime Vendor: **PJC Group, LLC**
Prime Status: **African American Male Business Enterprise**
Location: **Atlanta, GA**
County: **Fulton County**
Prime Value: **$304,000.00 or 100.00%**

Total Contract Value: **$304,000.00 or 100.00%**
Total Certified Value: **$304,000.00 or 100.00%**

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

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

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

Agenda Item No.: 24-0725 **Meeting Date:** 11/6/2024

Hakeem Oshikoya, Finance Director, 404-612-7641

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$295,000.00
Previous Adjustments:	$0.00
This Request:	$304,000.00
TOTAL:	$599,000.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

100-999-S200-1225, General fund, Non-Agency, Annual Audit $248,500, pending approval in the FY 2025 Budget

Funding Line 2:

415-999-R040-1160 Fulton County Employees Retirement System, Non-Agency, Professional services, $18,250, pending approval in the FY 2025 Budget

Funding Line 3:

308-540-5400-1160 Fulton County T-SPLOST Administration fund, Public Works, Professional Services. $37,750, pending approval in the FY 2025 Budget

Key Contract Terms

Agenda Item No.: 24-0725 **Meeting Date:** 11/6/2024

Start Date: 1/1/2025	**End Date:** 12/31/2025
Cost Adjustment: $304,000	**Renewal/Extension Terms**: One renewal option remains

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?
Yes

Report Period Start:
1/1/2024

Report Period End:
9/30/2024

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Finance

BID/RFP NUMBER: 23RFP100423C-MH

BID/RFP TITLE: Annual Audit Services

ORIGINAL APPROVAL DATE: January 24, 2024

RENEWAL EFFECTIVE DATES: January 1, 2025

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $304,000.00

COMPANY'S NAME:PJC Group, LLC

ADDRESS: 260 Peachtree St NW Suite 23

CITY: Atlanta

STATE: GA

ZIP: 30303

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	**PJC GROUP, LLC**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**[Insert name]** **[Insert title]**
ATTEST:	**ATTEST:**
Tonya R. Grier **Clerk to the Commission**	**Secretary/** **Assistant Secretary**
(Affix County Seal)	**(Affix Corporate Seal)**
AUTHORIZATION OF RENEWAL:	**ATTEST:**
Hakeem Oshikoya, **Finance**	**Notary Public**
	County:_____
	Commission Expires: _____
	(Affix Notary Seal)

ITEM#: _____ RM: _____ **REGULAR MEETING**	**ITEM#: _____ 2ND RM: _____** **SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E5
Project	Annual Audit Services
Project Number	20RFP112320C-MH
Supplier	PJC Group, LLC
Supplier Project Contact	John Jordan (preferred language: English)
Performance Program	Professional Services
Evaluation Period	01/01/2024 to 09/30/2024
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 Audit of the fiscal year 2023 financial statements was completed by the June 30, 2024 deadline, even given the obstacles of the cyber incident in early 2024. PJC was committed as much as the County is issue on time, and completed their review timely.

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 Review of work was thorough but expedient, ensuring an on time delivery of the unqualifed audit opinion on the County's fiscal 2023 financial statements.

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 NO issues

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 No issues.

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 No issues with billing or other contract documents.

GENERAL COMMENTS

Comments *Not Specified*

Contract Renewal Evaluation Form

Date:	**October 15, 2024**
Department:	Finance
Contract Number:	23RFP100423C-MH
Contract Title:	Annual Audit 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 annual audit is a State requirement on all Georgia municipalities, schools, and counties. The County has produced the financial statements in final form for the auditors, rather than have the audit firm produce the county's statements, which results in recurring cost savings. This service was bid in late 2023.

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:

Each governmental entity has unique characteristics which affect the fees bid by external CPA firms. Larger counties with a broad scope of activities require more effort on the part of external auditors, which in turn yield larger audit fees. CPA firms do not quote rates on the internet.

☐ **Market Survey of other jurisdictions:**

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.

Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	☐ Yes ☐ No
Are they aware of a reduction in pricing in this industry?	☐ Yes ☐ No
How does pricing compare to Fulton County's award contract?	Click here to enter text.

Explanation / Notes:

The County is expected to spent the full contract amount for these services in 2024 of $304,000,

☐ **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?**

   $241,887 as of October 15, 2024 spent in 2024. $24,760 is outstanding encumbrances expected to be paid by 12/31/24 for T Splost audit, and $28,363 remains on the financial statement audit, both of which are expected to be paid by year end..

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:	2024
Price paid:	**295,000**
Inflation rate:	Click here to enter text.
Adjusted price:	**304,000**
Percent difference between past purchase price and renewal price:	**3.0%**

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

Another auditor would have to be selected via procurement, delaying our required timetable For an annual audit as required by O.C.G.A. 36-81-7.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0726 **Meeting Date:** 11/6/2024

Department
Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew an existing contract - Finance, 23RFP060923C-MH, Printing & Mailing Water and Sewer Bills in an amount of not to exceed $432,500.00 with Dove Mailing Inc. (Atlanta, GA) to provide printing and mailing of Fulton County water and sewer bills. 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)*
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 for printing and mailing of Water and Sewerage bills for the County's approximately 80,000+ customers.

Scope of Work: The amount requested will accommodate anticipated demand and current postal rates. As customers enroll with electronic billing, printing and mailing costs are expected to decrease in subsequent years. The contract price is a per unit amount, of which Dove Printing receives $0.22 cents per mailing, plus the US postal rate, which increased to $0.77per item in mid-

2024, and Finance anticipates a US Postal service increase in 2025 to an estimated $0.81 per item mailed. The requested increase also includes an estimate for potential new customers that would receive these mailings. The base fee to Dove mailing remains the same as 2024 at $0.22 per mailed bill.

Community Impact: Ensures timely printing and mailing of bills

Department Recommendation: Recommend approval

Project Implications: None

Community Issues/Concerns: None

Department Issues/Concerns: None

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0777	11/1/2023	$395,600.00
1st Renewal			**$432,500.00**
Total Revised Amount			$828,100.00

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

Contract Value: **$432,500.00**

Prime Vendor: **Dove Mailing Inc.**
Prime Status: **African American Male Business Enterprise**
Location: **Atlanta, GA**
County: **Fulton County**
Prime Value: **$432,500.00 or 100.00%**

Total Contract Value: **$432,500.00 or 100.00%**
Total Certified Value: **$432,500.00 or 100.00%**

Exhibits Attached

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

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

Hakeem Oshikoya, Finance Director, 404-612-7641

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$395,600.00
Previous Adjustments:	$0.00
This Request:	$432,500.00
TOTAL:	$828,100.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

201-210-2111-1160 Water & Sewer Revenue, Finance, Professional Services, $402,500 pending approval of the FY 2025 Budget

Funding Line 2:

201-540-5401-1160 Water & Sewer Revenue, Public Works, Professional Services, $30,000, pending approval of the FY 2025 Budget

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

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?
Yes

Agenda Item No.: 24-0726 **Meeting Date:** 11/6/2024

Report Period Start:
7/1/2023

Report Period End:
9/30/2024

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Finance

BID/RFP NUMBER: 23RFP060923C-MH

BID/RFP TITLE: Water and Sewer Mail and Bill Print Services

ORIGINAL APPROVAL DATE: November 1, 2023

RENEWAL EFFECTIVE DATES: January 1, 2025

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $435,000.00

COMPANY'S NAME:Dove Mailing, Inc.

ADDRESS: 5601 Fulton Industrial BLVD.

CITY: Atlanta

STATE: GA

ZIP: 30336

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

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	**Dove Mailing, 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)**
AUTHORIZATION OF RENEWAL:	**ATTEST:**
Hakeem Oshikoya, **Finance**	**Notary Public**
	County:_____
	Commission Expires: _____
	(Affix Notary Seal)

ITEM#:_____ RM:_____	**ITEM#:_____2nd RM:_____**
REGULAR MEETING	**SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	**October 31, 2024**
Department:	**Finance**
Contract Number:	**23RFP060923C-MH**
Contract Title:	**Printing & Mailing of Water and Sewer Bills**

Instructions:

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

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

   This vendor was selected as the service provider via RFP in 2023. The service cost was one of the factors leadings to this selection. Their service costs are remaining the same for the upcoming year. The vendor's service costs make up only 29% of the overall contract cost. The other 71% is the pass-through cost for the USPS mail costs.

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?	☐ Yes ☐ No
Are they aware of a reduction in pricing in this industry?	☐ Yes ☐ No
How does pricing compare to Fulton County's award contract?	Click here to enter text.

Explanation / Notes:

Click here to enter text.

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

Dove Mailing has billed the County per the contract, based on the bid submitted in the open competitive process.

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

   $257,268.19 as of October 31, 2024 is recorded in AMS, and total spending is expected to approach $386,000 for 12 months outside the Public works water quality survey distribution. Monthly bills average $32,000 per month.

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:	$0.7700 per item
Inflation rate:	Click here to enter text.
Adjusted price:	$0.8100 per item (est)
Percent difference between past purchase price and renewal price:	

Explanation / Notes:

The fees proposed for 2025 are at $459,050.90:

- $402,500 – 201 210 2111 1160 – Finance – Water & Sewer Utility Bills printing and mailing
- $30,000 – 201 540 5401 1160 – Public Works – Annual Water Quality Report printing and mailing

The increase is due to the USPS postage cost increase. Vendor's service fees are not changing.

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

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

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

The County would not be able to mail bills to Water and Sewer customers.

Performance Evaluation Details

ID	E3
Project	PRINTING & MAILING WATER AND SEWER BILLS
Project Number	20RFP0827C-MH
Supplier	Dovemailing Inc
Supplier Project Contact	Darrell L Coffee (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	07/01/2023 to 09/30/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Draft
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - 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 Printed bills are very good quality and meet our standards. The vendor has demonstrated a high degree of professionalism and technical competence.

TIMELINESS OF PERFORMANCE **17/20**

Rating

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

Comments Dove handles all jobs within agreed upon time frames. Bill print files are processed very promptly. Requested programing changes are engineered, tested and implemented very promptly.

BUSINESS RELATIONS **17/20**

Rating

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

Comments Dove's staff has been very responsive to all of our inquiries. There have been no problems noted.

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 Dove has been very helpful with designing, testing and implementing various modifications of the processes. Their responsiveness has allowed us to improve our internal processes, resulting in enhancements in customer service.

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 The vendor has been in compliance with the contract pricing. We have had no issues with invoicing.

GENERAL COMMENTS

Comments Dove Printing has been a good partner with Water and Sewer Billing.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0727 **Meeting Date:** 11/6/2024

Department
Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew an existing contract - Department of Real Estate and Asset Management, 22ITB135741C-GS, Fire Sprinkler Protection System Maintenance Services, in an amount not exceed $215,000.00 with VSC Fire & Security, Inc. (Norcross, GA), to provide fire sprinkler protection system maintenance services for Countywide facilities. This action exercises the 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: This contract furnishes all materials, parts, labor, equipment, transportation, and appurtenances to provide quarterly flow tests and verification of associated alarms; one annual inspection; testing and maintenance of sprinkler, fire pumps and hydrants; post tag at each Fire Department connection and system control valve; and inspection and testing for Fulton County facilities.

Scope of Work: The Scope of Work also include copies of State of Georgia Certificate (Georgia Department of Insurance and Fire Safety requires technicians/Inspectors to have NICET Level III Certification in Inspection and Testing of Water-Based Systems) or other acceptable forms of certification acceptable to the area having jurisdiction (City, State, etc.) to prove that they are qualified to perform maintenance on fire protection systems including fire pumps and dry systems.

Community Impact: This contract focuses on the safety of the buildings which are visited by citizens. This contract covers the annual maintenance and inspection of the fire sprinkler protection system in the buildings for any deficiency that may be observed that would put the building out of compliance. In addition, any corrective repairs that need to be conducted to maintain the systems in operation and ensure compliance with fire codes are provided under this contract.

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

This is a time and materials contract and the requested total spending authority of $215,000.00, will cover the costs for replacement of all parts/components and labor for inspections and required maintenance repairs for fire protection systems including fire pumps and dry systems for Countywide facilities as well as any identified deficiencies that the County would be liable for the repairs. This contract also will allow the County to maintain operation with Contractor and ensure compliance with fire codes mandated by the State Fire Marshal for FY2025.

Project Implications: These are activities mandated by the State Fire Marshal and a requirement for accreditation of law enforcement agencies such as the Sheriff's Office and Marshal's Department.

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

Department Issues/Concerns: If this renewal contract is not approved, the Department will not be able to provide the required maintenance and testing of fire sprinkler protection system in Countywide facilities to determine deficiencies in the systems, it will increase the risk potential for the County.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0092	2/1/23	$200,000.00
1st Renewal	23-0715	10/18/23	$215,000.00
Increase Spending Authority No. 1	24-0394	6/5/24	$36,877.00
2nd Renewal			**$215,000.00**
Total Revised Amount			$666,877.00

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

Contract Value: **$215,000.00**

Prime Vendor: **VSC Fire & Security, Inc.**
Prime Status: **Non-Minority**

Agenda Item No.: 24-0727 **Meeting Date:** 11/6/2024

Location:	**Norcross, GA**
County:	**Gwinnett County**
Prime Value:	**$215,000.00 or 100.00%**
Total Contract Value:	**$215,000.00 or 100.00%**
Total Certified Value:	**$0.00 or 0.00%**

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

Exhibit 1: Contract Renewal Agreement
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:	$200,000.00
Previous Adjustments:	$251,877.00
This Request:	$215,000.00
TOTAL:	$666,877.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5220-1116: General, Real Estate and Asset Management, Building Maintenance- $135,000.00
“Subject to availability of funding adopted for FY2025 by BOC”

Funding Line 2:

100-520-5221-1116: General, Real Estate and Asset Management, Building Maintenance- $80,000.00
“Subject to availability of funding adopted for FY2025 by BOC”

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

OVERALL, Contractor Performance Rating: 100

Would you select/recommend this vendor again?
Yes

Report Period Start: **8/1/2023**

Report Period End: **7/31/2024**

FULTON COUNTY

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 22ITB135741C-GS

BID/RFP# TITLE: Fire Sprinkler Protection System Maintenance Services

ORIGINAL APPROVAL DATE: 2/1/2023

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

RENEWAL OPTION #: 2 **OF** 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $215,000.00

COMPANY'S NAME: VSC Fire & Security, Inc.

ADDRESS: 1780 Corporate Drive, Suite 425

CITY: Norcross

STATE: GA

ZIP: 30093

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

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	**VSC FIRE & SECURITY, INC.**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Brent Blankinship** **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#: _____ 2nd RM: _____** **SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E3
Project	Fire Sprinkler Protection System Maintenance Services
Project Number	22ITB135741C-GS
Supplier	VSC Fire & Security
Supplier Project Contact	Kevin Burkholder (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	08/01/2023 to 07/31/2024
Effective Date	08/06/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/06/2024 09:20 AM EDT
Completion Date	08/06/2024 09:20 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 Quality and services are excellent.

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 Gets projects done on time.

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 Business relationship is great.

CUSTOMER SATISFACTION **20/20**

Rating

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

Comments Communicates well always satisfied with performance.

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 Cost is always within what was estimated.

GENERAL COMMENTS

Comments *Not Specified*

Performance Evaluation Details

ID	E4
Project	Fire Extinguisher Testing and Maintenance Services
Project Number	22ITB134833C -MH
Supplier	Cintas Fire Protection
Supplier Project Contact	Lee Ruddick (preferred language: English)
Performance Program	Professional Services
Evaluation Period	07/01/2024 to 09/30/2024
Evaluation Type	Formal
Interview Date	07/01/2024
Expectations Meeting Date	09/30/2024
Status	Draft
Evaluation Score	73

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 **14/20**

Rating

Satisfactory: Project Management. Acceptable understanding of project objectives, risks and Contract requirements with some direction required from the User Department.

Comments Cintas has met the expectations as a vendor

SCHEDULE **14/20**

Rating

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

Comments Scheduling needs to be improved in meeting the deadlines set by end user.

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 Material was of good quality. And all material was delivered in a timely manner

COMMUNICATIONS AND CO-OPERATION **14/20**

Rating

Satisfactory: Satisfactory response to the User Department's requests and changes; Consultant involved in developing solutions and ensures prompt and appropriate action.

Comments Management was available by email more than by mobile as needed when questions being raised by Management. Need to improve in being available by phone for emergency situations.

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 The contractor was in compliance 90% of the time in submitting needed documents.

GENERAL COMMENTS

Comments *Not Specified*

Contract Renewal Evaluation Form

Date:	**July 29, 2024**
Department:	**Real Estate and Asset Management**
Contract Number:	**22ITB135741C-GS**
Contract Title:	**Fire Sprinkler Protection System Maintenance Services**

Instructions:

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

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

These are services and maintenance requirements mandated in NFPA -1 the Fire and Life Safety Code. Requirements for these services are mandated in NFPA (National Fire Prevention Association) Specification 25, "Inspection, Testing and Maintenance of Water based fire protection systems". The Code calls for State licensed contractors to carry out this work. The scope of work is defined and no reduction is possible. However internal resources are used for inspection and repair where a contractor's license is not mandated**.** This contract furnishes all materials, labor, tools, equipment and appurtenances necessary to provides three (3) quarterly inspection of sprinkler system and associated alarms, one annual inspection, testing and repair, where necessary, of the sprinkler system and fire pumps for all Fulton County facilities equipped with Fire Sprinklers. This contract is also used for rectification of deficiencies observed during quarterly or annual inspections.

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

☐ **Internet search of pricing for same product or service:**

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

Explanation / Notes:

The existing prices for fire sprinkler protection system maintenance reflect the current market rates as of today. This service was conducted in accordance with all applicable provisions of the Fulton County Purchasing Code Section 102-373, all Competitive Sealed Bids.

☐ **Market Survey of other jurisdictions:**

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	Ongoing daily maintenance & service.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	☐ **Yes** ☒ **No**
Are they aware of a reduction in pricing in this industry?	☐ **Yes** ☒ **No**
How does pricing compare to Fulton County's award contract?	**Prices are comparable to Fulton County.**

Explanation / Notes:

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

It is difficult to make a reasonable cost analysis in this type of services. Each building is unique in the design of fire safety requirements and no two buildings can probably have similar installations. Therefore comparing costs incurred on a different group of buildings with that for a certain group of Fulton County buildings may not yield useful information.

3. **What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?**
FY2024 The County expenditures as of 7/29/2024, $91,352.88
FY2023 The County spent $165,764.05
FY2022 The County spent $419,232.48

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

Was it part of the initial contract? ☒ **Yes** ☐ **No**

Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.

Percent difference between past purchase price and renewal price: Click here to enter text.

Explanation / Notes:

Click here to enter text.

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

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

   The County does not have the resources, neither in numbers nor in qualification and training to undertake this job that requires State issued license. This job is defined in Codes NFPA – 1 Fire and Life safety Codes and NFPA – 25 Inspection and Testing of Water Based Fire Protection Systems. It is therefore determined that the County cannot perform these tasks in-house

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

   If this contract is not approved, Fulton County will not be in compliance with the State Fire Marshall and the NFPA 25, Inspection Testing and Maintenance of Water-Based Fire Protection Systems. These are activities mandated by the State Fire Marshal and a requirement for accreditation of law enforcement agencies like Sheriff Department, Emergency Communication Department and Marshall Department. Non-compliance also could result in potential life-safety risks for employees and visitors to County buildings.

Willie Perryman, Greater Bldg. Maintenance Mgr. WP Vijay Nair, Central Bldg. Maintenance Mgr Vijay	July 29, 2024
Prepared by	**Date**
Joe Davis, Director	Click here to enter a date.
Department Head	**Date**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0728 **Meeting Date:** 11/6/2024

Department
Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew an existing contract - Department of Real Estate and Asset Management, 23RFP138825K-CRB, Standby Landscape Design and Installation Countywide, in an amount not to exceed $300,000.00 with Mariana Enterprises, LLC dba Ed Castro Landscape (Roswell, GA), to provide professional landscape design and installation services along with installation of irrigation systems for County facilities. 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, or 60 days if the contract term is six (6) months or less.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background This contract provides for professional landscape design and installation inclusive of all materials, labor, technical expertise, and appurtenances necessary to provide landscape design and installation at County facilities.

Scope of Work: The Scope of Work includes, but is not limited to:

- Minor design and installation activities,
- Replacement/repair of a landscape asset, or a complete redesign and installation of a complete landscape package for a selected facility.
- The work will require limited design plans, and rehabilitation work to repair damaged or missing landscape cover, turf, trees, sidewalks, and walking trails.
- The work will also require limited hardscape design plan, and rehabilitation work to repair concrete or asphalt pads or trails, along with the removal of damaged landscaping features and assets.

Community Impact: This service will improve the appearance of the neighborhoods where these County-owned facilities are located.

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

This is a time and material contract and the requested spending authority in the total amount of $300,000.00 covers the costs for landscape design, installation of materials, labor rates and maintenance repairs for FY2025.

This is a Standby Contract that is dependent on the availability of resources provided as part of the end-user/ departmental operating/capital funding as identified" adopted for FY2025.

Project Implications: The service provides the continued detrition of the properties where work is needed. This landscape design contract will enhance the property value.

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

Department Issues/Concerns: If the renewal contract is not approved, the Department will not be able to provide professional landscape design for Fulton County facilities and will not be abel to address a critical need that current staffing levels cannot address.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0196	2/6/24	$300,000.00
1st Renewal			**$300,000.00**
Total Revised Amount			$600,000.00

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

Contract Value: **$300,000.00**
Prime Vendor: **Ed Castro Landscape**
Prime Status: **Non-Minority**
Location: **Roswell, GA**
County: **Fulton County**
Prime Value: **$257,670.00 or 85.89%**

Subcontractor:	**One Two Tree**
Subcontractor Status:	**White Female Business Enterprise**
Location:	**Marietta, GA**
County:	**Cobb County**
Subcontractor Value:	**$7,860.00 or 2.62%**
Subcontractor:	**J+A Construction**
Subcontractor Status:	**Hispanic Male Business Enterprise**
Location:	**Marietta, GA**
County:	**Cobb County**
Subcontractor Value:	**$17,220.00 or 5.74%**
Subcontractor:	**Eden Irrigation**
Subcontractor Status:	**Hispanic Male Business Enterprise**
Location:	**Cumming, GA**
County:	**Forsyth County**
Subcontractor Value:	**$17,220.00 or 5.74%**
Subcontractor:	**Rainmaker Irrigation**
Subcontractor Status:	**Non-Minority**
Location:	**Marietta, GA**
County:	**Cobb County**
Subcontractor Value:	**$30.00 or 0.01%**
Total Contract Value:	**$300,000.00 or 100.00%**
Total Certified Value:	**$42,300.00 or 14.10%**

Exhibits Attached

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

Contact Information

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

Contract Attached

Yes

Previous Contracts

Yes

Agenda Item No.: 24-0728 **Meeting Date:** 11/6/2024

Total Contract Value

Original Approved Amount:	$300,000.00
Previous Adjustments:	$0.00
This Request:	$300,000.00
TOTAL:	$600,000.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

500-520-5200-TBD: Capital, Real Estate and Asset Management, To-Be Determine -$300,000.00
This is a Standby Contract that is dependent on the availability of resources provided as part of annual capital.

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: 88

Would you select/recommend this vendor again?
Yes

Report Period Start:	**Report Period End:**
4/1/2024	**6/30/2024**

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP NUMBER: 23RFP138825K-CRB

BID/RFP# TITLE: Standby Landscape Design and Installation Countywide

ORIGINAL APPROVAL DATE: 3/20/2024

RENEWAL EFFECTIVE DATES: 1/1/2025 through 12/31/2025

RENEWAL OPTION #: 1 **OF** 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $300,000.00

COMPANY'S NAME: Mariana Enterprises, LLC dba Ed Castro Landscape

ADDRESS: 1125 Old Ellis Road

CITY: Roswell

STATE: Georgia

ZIP: 30076

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	**MARIANA ENTERPRISES, LLC dba ED CASTRO LANDSCAPE**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Ed Castro** **President**
ATTEST:	**ATTEST:**
Tonya R. Grier **Clerk to the Commission**	**Secretary/** **Assistant Secretary**
(Affix County Seal)	**(Affix Corporate Seal)**
AUTHORIZATION OF RENEWAL:	**ATTEST:**
Joseph N. Davis, Director **Department of Real Estate and Asset Management**	**Notary Public** **County:_____** **Commission Expires: _____** **(Affix Notary Seal)**

ITEM#:_____ RCS:_____ **REGULAR MEETING**	**ITEM#:_____ RM:_____** **SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E2
Project	Standby Landscape Design and Installation Countywide
Project Number	20RFP123434K-BKJ
Supplier	Ed Castro Landscape, Inc
Supplier Project Contact	Trina Brown (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	08/14/2024
Evaluation Type	Formal
Interview Date	08/14/2024
Expectations Meeting Date	08/14/2024
Status	Completed
Publication Date	08/14/2024 01:45 PM EDT
Completion Date	08/14/2024 01:45 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 Project management is excellent and understands project objectives, budgets and quality of work. Credentials and experience of key personnel are knowledgeable; Effective and efficient in completing task. Management are always available and prompt with inquiries by email, texts, phone calls.

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 Meets milestones from proposed schedule. Proactive; Response time for changes in direction or changes to original scheduled and increased scope. Timeliness is good and meets on time completion as agreed to upon scheduling.

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 Good design when requested. Good Deliverables; delivered on time, installed meeting specs stated in Contract. Innovative

COMMUNICATIONS AND CO-OPERATION **17/20**

Rating

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

Comments Good communication with management and project managers. Prompt responses to inquiries and requests. Good communication as well with user departments once project is started. Efficient and Effective in completing tasks.

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 Meets contract compliance as stated in contract bid sheet. User departments are always satisfied and exceeds expectations.

GENERAL COMMENTS

Comments *Not Specified*

Contract Renewal Evaluation Form

Date:	**July 24, 2024**
Department:	**Real Estate and Asset Management**
Contract Number:	**23RFP138825K-CRB**
Contract Title:	**Standby Landscape Design and Installation Countywide**

Instructions:

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

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

   Currently, new properties are being added to this contract and being considered for renovation. The scope provides professional landscape design, installation of all materials, labor, technical expertise, materials, etc. and appurtenances necessary to provide landscape design and installation at Countywide facilities on an "as needed" basis. This includes minor design and installation activities or a simple replacement or repair of a landscape asset, or a total redesign and installation of a complete landscape package for a building. The work will require limited design plans, and rehabilitation work to repair damaged or missing landscape cover, turf, trees, sidewalks, and walking trails. The work will also require limited hardscape design plan and rehabilitation work to repair concrete or asphalt pads or trails, along with the removal of damaged landscaping features and assets.

   This service cannot afford to be reduced, because we do not have any alternative resources to provide this service. The proposals are being solicited between the interested landscape contractors to acquire the best price.

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:

Internet pricing only show list cost. Our contracts have discounted pricing at or below market pricing. 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 Purchasing Code Selections 102-374 or 102-375, Competitive Sealed Proposals.

☐ **Market Survey of other jurisdictions:**

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	Ongoing daily maintenance & service.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	☐ **Yes** ☒ **No**
Are they aware of a reduction in pricing in this industry?	☐ **Yes** ☒ **No**
How does pricing compare to Fulton County's award contract?	**Prices are comparable to Fulton County.**

Explanation / Notes:

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

.

3. **What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?**
FY2024 The County expenditures allocated as of 7/24/2024, $22,441.00
FY2023 The County spent $262,949.59
FY2022 The County spent $45,460.80
FY2021 The County spent $107,848.76
FY2020 There were no expenditures

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

Was it part of the initial contract? ☐ **Yes** ☒ **No**

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

Explanation / Notes:

Click here to enter text.

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

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

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

   If this contract is not renewed, the County does not have the in-house capacity to provide Landscape installation or renovation. This contract is strictly for landscape improvement and renovation of existing sites.

Mark Moore

Mark Moore, Landscape Architect 1	July 24, 2024
Prepared by	**Date**
JD Joseph N. Davis, Director	September 6, 2024
Department Head	**Date**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0729 **Meeting Date:** 11/6/2024

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, 22ITB134934C-MH, Moving Services in the total amount not to exceed $265,000.00 with (A) Beltmann Relocation Group (Stone Mountain, GA) in an amount not to exceed $85,000.00; (B) ALS Van Line Services, Inc. (Atlanta, GA) in an amount not to exceed $100,000.00; and, (C) Tuxedo Logistics, LLC dba Allied Commercial Services (Columbus, GA) in an amount not to exceed $80,000.00 to provide moving services on an as-needed basis for Fulton County. 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 These contracts furnish all materials, parts, labor, tools, equipment, transportation, and appurtenances necessary to provide moving services on an “as-needed” basis for Fulton County.

Scope of Work: The Scope of Work also includes, but not limited to:

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

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

Community Impact: None of which the Department is aware.

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

The requested total spending authority in the amount of $265,000.00 for FY2025, is an increase of $115,000.00 over FY2024. This service contract has been requested more frequently for the past several years from multiple County agencies for additional moving services in support of relocation to the new Fulton County Central Warehouse and supporting the Department of Registration and Elections for the 2024 Presidential Primaries and General Election Runoffs. These additional moving services costs the County approximately $1,042,696.00.

This a countywide contract and the spending authority requested anticipates additional requests by other User departments/agencies with the coordination and management by DREAM.

Additionally, the requested total spending authority in the amount of $265,000.00 for FY2025 will allow for pending large scale moves associated with office renovations resulting from the space utilization study currently underway. The total spending authority will also afford the County sufficient flexibility to address the possibility of unscheduled large scale moves in an efficient and timely manner, and to address the increase of rising gas and vehicle costs associated with this service.

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

Community Issues/Concerns: No concerns that we are aware of.

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

Contract Modification

(A) Beltmann Relocation Group

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0875	11/16/22	$60,000.00

Increase Spending Authority No. 1	23-0172	3/1/23	$130,000.00
1st Renewal	23-0695	10/18/23	$60,000.00
Increase Spending Authority No. 2	24-0244	4/17/24	$22,975.00
2nd Renewal			**$85,000.00**
Total Revised Amount			$357,975.00

(B) ALS Van Line Services, Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0875	11/16/22	$50,000.00
1st Renewal	23-0695	10/18/23	$50,000.00
Increase Spending Authority No. 1	24-0244	4/17/24	$35,000.00
2nd Renewal			**$100,000.00**
Total Revised Amount			$235,000.00

(C) Tuxedo Logistics, LLC dba Allied Commercial Services

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0875	11/16/22	$40,000.00
Increase Spending Authority No. 1	23-0634	9/20/23	$555,397.00
1st Renewal	23-0695	10/18/23	$40,000.00
Increase Spending Authority No. 2	24-0240	4/17/24	$252,000.00
Increase Spending Authority No. 3	24-0244	4/17/24	$47,320.00
2nd Renewal			**$80,000.00**
Total Revised Amount			$1,014,717.00

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

Total Contract Value: $265,000.00

(A)
Contract Value: $85,000.00
Prime Vendor: Beltman Relocation Group
Prime Status: Non-Minority
Location: Stone Mountain, GA
County: Dekalb County

Prime Value: **$85,000.00 or 100.00%**

Total Contract Value: **$85,000.00 or 100.00%**
Total Certified Value: **$0.00 or 0.00%**

(B)
Contract Value: **$100,000.00**
Prime Vendor: **ALS Van Line Services, Inc.**
Prime Status: **Non-Minority**
Location: **Atlanta, GA**
County: **Fulton County**
Prime Value: **$100,000.00 or 100.00%**

Total Contract Value: **$100,000.00 or 100.00%**
Total Certified Value: **$0.00 or 0.00%**

(C)
Contract Value: **$80,000.00**
Prime Vendor: **Tuxedo Logistics, LLC dba Allied Commercial Services**
Prime Status: **African American Male Business Enterprise**
Location: **Columbus, GA**
County: **Muscogee County**
Prime Value: **$80,000.00 or 100.00%**

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

Grand Contract Value: **$265,000.00 or 100.00%**
Grand Certified Value: **$80,000.00 or 30.19%**

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:	$150,000.00
Previous Adjustments:	$1,192,692.00
This Request:	$265,000.00
TOTAL:	$1,607,692.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5220-1160: General, Real Estate and Asset Management, Professional Services- $150,000.00 “Subject to availability of funding adopted for FY 2025 by BOC, and the contingent approval of other user departments”

Funding Line 2:

100-265-2653-1160: General, Registration & Elections, Professional Services- $30,000.00 “Subject to availability of funding adopted for FY 2025 by BOC”

Funding Line 3:

100-265-2654-1160: General, Registration & Elections, Professional Services- $30,000.00 “Subject to availability of funding adopted for FY 2025 by BOC”

Funding Line 4:

100-265-2655-1160: General, Registration & Elections, Professional Services- $25,000.00 “Subject to availability of funding adopted for FY 2025 by BOC”

Funding Line 5:

100-265-2658-1160: General, Registration & Elections, Professional Services- $30,000.00 “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:

Beltmann Relocation Group	94
ALS Van Line Services, Inc.	85
Tuxedo Logistics, LLC dba Allied Commercial Services	97

Would you select/recommend this vendor again?
Yes

Report Period Start:	Report Period End:
4/1/2024	**6/30/2024**

FULTON COUNTY

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 22ITB134934C-MH

BID/RFP# TITLE: Moving Services

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: $85,000.00

COMPANY'S NAME: Beltmann Relocation Group

ADDRESS: 4897 Lewis Rd.

CITY: Stone Mountain

STATE: GA

ZIP: 30083

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

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	BELTMANN RELOCATION GROUP
Robert L. Pitts, Chairman **Fulton County Board of Commissioners** **ATTEST:**	**Charlie Shockley** **Account Executive Workplace Services** **ATTEST:**
Tonya R. Grier **Clerk to the Commission** **(Affix County Seal)** **AUTHORIZATION OF RENEWAL:**	**Secretary/** **Assistant Secretary** **(Affix Corporate Seal)** **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**

CERTIFICATE OF INSURANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 22ITB134934C-MH

BID/RFP# TITLE: Moving Services

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: $100,000.00

COMPANY'S NAME: ALS Van Line Services, Inc.

ADDRESS: 6025 LaGrange Blvd.

CITY: Atlanta

STATE: GA

ZIP: 30336

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

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	**ALS VAN LINE SERVICES, INC.**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Jack Walsh** **Vice President of Sales**
ATTEST:	**ATTEST:**
Tonya R. Grier **Clerk to the Commission**	**Secretary/** **Assistant Secretary**
(Affix County Seal)	**(Affix Corporate Seal)**
AUTHORIZATION OF RENEWAL:	**ATTEST:**
Joseph 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**

CERTIFICATE OF INSURANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 22ITB134934C-MH

BID/RFP# TITLE: Moving Services

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: $80,000.00

COMPANY'S NAME: Tuxedo Logistics, LLC dba Allied Commercial Services

ADDRESS: 5427 Armour Road, Suite B

CITY: Columbus

STATE: GA

ZIP: 31909

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

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	**TUXEDO LOGISTICS, LLC DBA ALLIED COMMERCIAL SERVICES**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Jeremy Pritchett** **Managing Partner**
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**

CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E5
Project	Moving Services
Project Number	22ITB134934C-MH
Supplier	BELTMANN RELOCATION GROUP
Supplier Project Contact	CHARLIE SHOCKLEY (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	08/05/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/05/2024 06:45 AM EDT
Completion Date	08/05/2024 06:45 AM 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*

Performance Evaluation Details

ID	E5
Project	Moving Services
Project Number	22ITB134934C-MH
Supplier	ALS Van Line Services
Supplier Project Contact	Jack Walsh (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	08/05/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/05/2024 11:55 AM EDT
Completion Date	08/05/2024 11:55 AM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

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

PROJECT MANAGEMENT **17/20**

Rating

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

Comments *Not Specified*

SCHEDULE **17/20**

Rating

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

Comments *Not Specified*

QUALITY OF DESIGN, REPORTS AND DELIVERABLES **17/20**

Rating

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

Comments *Not Specified*

COMMUNICATIONS AND CO-OPERATION **17/20**

Rating

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

Comments *Not Specified*

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS **17/20**

Rating

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

Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*

Performance Evaluation Details

ID	E4
Project	Moving Services
Project Number	22ITB134934C-MH
Supplier	Allied Commercial Services
Supplier Project Contact	Jeremy Pritchett (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	08/05/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/05/2024 11:30 AM EDT
Completion Date	08/05/2024 11:30 AM EDT
Evaluation Score	97

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 **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:	**July 31, 2024**
Department:	**Real Estate and Asset Management**
Contract Number:	**22ITB134934C-MH**
Contract Title:	**Moving Services**

Instructions:

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

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

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

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

   ☐ **Internet search of pricing for same product or service:**

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

Explanation / Notes:

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

The internet cost for average moving:

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

- Moving blanket is about $12 to $15 per pad
- Moving tariff may charge $0.50 per pound
- 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 in accordance with Purchasing Code Selection 102-373, Competitive Sealed Bids.

☐ **Market Survey of other jurisdictions:**

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

Explanation / Notes:

Click here to enter text.

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

Click here to enter text.

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

- FY2024: The County allocated/expenditures as of 7/31/2024, $252,000.00
- FY2023 The County spent $805,981.00
- FY2022: The County spent $26,078.00
- FY2021: The County spent $10,771.00
- FY2020: The County spent $7,800.00

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

Was it part of the initial contract? ☐ **Yes** ☒ **No**

Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.

Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.

Explanation / Notes:

Click here to enter text.

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

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

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

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

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

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

James Morehead James Morehead, Building Services Manager	July 31, 2024
Prepared by	**Date**
JD Joe Davis, Director	September 17, 2024
Department Head	**Date**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0730 **Meeting Date:** 11/6/2024

Department
Real Estate and Asset Management

Requested Action
Request approval to renew existing contracts - Department of Real Estate and Asset Management, 23ITB138801C-GS, Janitorial Services for Selected Fulton County Facilities (Groups C, D & G) in the total amount not to exceed $1,404,863.00 with (A) American Facility Services, Inc. (Alpharetta, GA) in the amount not to exceed $907,928.00 for Group C (Central Libraries) and Group D (North Fulton Libraries); and (B) Good Success Company, Inc. (Atlanta, GA) in the amount not to exceed $496,935.00 for Group G (North and Central Senior Centers), to provide janitorial services for selected Fulton County facilities for Fulton County. 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
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 These contracts provide general cleaning for selected Fulton County facilities (Groups C, D, and G) for the Department of Real Estate and Asset Management (DREAM).

Scope of Work: The janitorial contractors shall furnish all materials, labor, tools, janitorial equipment,

cleaning supplies, restroom supplies (including feminine products, soap, toilet seat covers, toilet tissue, paper towels, and other required supplies) and equipment necessary to provide the highest quality janitorial services at these facilities which consists of:

- **Group C**: (Central Libraries) - Consists of 6 facilities (Central, Auburn, Martin Luther King, Peachtree, Mechanicsville Libraries and Fulton County Central Warehouse) with a total of 423,952 cleanable sq. ft.

- **Group D**: (North Fulton Libraries) - Consists of 15 facilities (Alpharetta, Milton, Buckhead, Dogwood, East Atlanta, Kirkwood, Northeast Regional, Northside, Adamsville/Collier heights, Ponce de Leon, Roswell Branch, Sandy Springs, Fulton Library at Ocee, Northwest Atlanta, and East Roswell Libraries) with a total of 225,198 cleanable sq. ft.

- **Group G:** (North Senior Centers) - Consists of 5 facilities (HG Darnell, North Fulton, DC Benson, Dogwood and New Horizons) with a total of 74,002 cleanable sq. ft.; and (Central Senior Centers) which consist of two (2) facilities (Edgewood and Helene S. Mills) with a total of 30,093 cleanable sq. ft.

Community Impact: The overall community impact is to provide clean and sanitary facilities for the selected facilities.

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

The requested spending authority in the total amount of $1,404,863.00, is an increase of $423,792.00 over 2024. The original contracts were initially for 8-months in 2024. The BOC approved the original awards on April 17, 2024, BOC Item #24-0272, in the total amount not to exceed $981,071.00 with (A) American Facility Services, Inc. ($679,630) and with (B) Good Success Company, Inc. ($301,441.00) with effective dates of May 1, 2024, through December 31, 2024.

These are time and material contracts and the requested spending authorities in the total amount of $1,404,863.00 is sufficient to cover the cost for materials, equipment, cleaning supplies and day porter labor hours to maintain the required cleaning services for FY2025.

Project Implications: These contracts are intended to ensure clean and sanitary County facilities. An effective cleaning program is critical component to keeping a healthy and productive environment.

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

Department Issues/Concerns: If these renewal contracts are not approved, the Department will not be able to provide janitorial services for these selected County facilities.

Contract Modification

(A) American Facility Services, Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0272	4/17/24	$679,630.00
1st Renewal			**$907,928.00**
Total Revised Amount			$1,587,558.00

(B) Good Success Company, Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0272	4/17/24	$301,441.00
1st Renewal			**$496,935.00**
Total Revised Amount			$798,376.00

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

Contract Value: $1,404,863.00

(A)

Contract Value: $907,928.00

Prime Vendor: American Facility Services, Inc.
Prime Status: Non-Minority
Location: Alpharetta, GA
County: Fulton County
Prime Value: $499,360.40 or 55.00%

Subcontractor: Simplee Clean LLC
Subcontractor Status: African American Female Business Enterprise
Location: Atlanta, GA
County Fulton County
Subcontractor Value: $181,585.60 or 20.00%

Subcontractor: Carter's Professional Cleaning Service
Subcontractor Status: African American Female Business Enterprise
Location: Alpharetta, GA
County: Fulton County
Subcontractor Value: $45,396.40 or 5.00%

Subcontractor: Goldie Solutions
Subcontractor Status African American Female Business Enterprise
Location: Lithia Springs, GA
County: Douglas County

Subcontractor Value: **$136,189.20 or 15.00%**

Subcontractor: **Phenomenal Janitorial & Maintenance**
Subcontractor Status: **African American Female Business Enterprise**
Location: **Jonesboro, GA**
County: **Clayton County**
Subcontractor Value: **$45,396.40 or 5.00%**

Total Contract Value: **$907,928.00 or 100.00%**
Total Certified Value: **$408,567.60 or 45.00%**

(B)

Contract Value: **$496,935.00**

Prime Vendor: **Good Success Company, Inc.**
Prime Status: **Small Business Enterprise (SBE)**
Location: **College Park, GA**
County: **Fulton County**
Prime Value: **$496,935.00 or 100.00%**

Total Contract Value: **$496,935.00 or 100.00%**
Total Certified Value: **$496,935.00 or 100.00%**

Grand Contract Value: **$1,404,863.00 or 100.00%**
Grand Certified Value: **$905,502.60.00 or 64.45%**

Exhibits Attached

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:	$981,071.00
Previous Adjustments:	$0.00
This Request:	$1,404,863.00
TOTAL:	$2,385,934.00

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:

100-520-5221-1176: General, Real Estate and Asset Management, Cleaning Services- $1,404,863.00 “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:	**Renewal/Extension Terms**: One renewal option remains

Overall Contractor Performance Rating:

American Facility Services, Inc.(Group C)	97
American Facility Services, Inc.(Group D)	85
Good Success Company, Inc.(Group G)	73

Would you select/recommend this vendor again?
Yes

Report Period Start:	**Report Period End:**
4/1/2024	**6/30/2024**

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 23ITB138801C-GS

BID/RFP# TITLE: Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)

ORIGINAL APPROVAL DATE: 4/17/2024

RENEWAL EFFECTIVE DATES: 1/1/2025 through 12/31/2025

RENEWAL OPTION #: 1 **OF** 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $907,928.00

COMPANY'S NAME: American Facility Services, Inc.

ADDRESS: 1325 Union Hill Industrial Court, Suite A

CITY: Alpharetta

STATE: Georgia

ZIP: 30004

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	**AMERICAN FACILITY SERVICES, INC.**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Harold Angel** **Vice 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**

CERTIFICATE OF INSURANCE

FULTON COUNTY

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 23ITB138801C-GS

BID/RFP# TITLE: Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)

ORIGINAL APPROVAL DATE: 4/17/2024

RENEWAL EFFECTIVE DATES: 1/1/2025 through 12/31/2025

RENEWAL OPTION #: 1 **OF** 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $496,935.00

COMPANY'S NAME: Good Success Company, Inc.

ADDRESS: P. O. Box 310226

CITY: Atlanta

STATE: Georgia

ZIP: 31131

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	GOOD SUCCESS COMPANY, INC.
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Kenneth R. Davis** **CEO**
ATTEST:	**ATTEST:**
Tonya R. Grier **Clerk to the Commission**	**Secretary/** **Assistant Secretary**
(Affix County Seal)	**(Affix Corporate Seal)**
AUTHORIZATION OF RENEWAL:	**ATTEST:**
Joseph N. Davis, Director **Department of Real Estate and Asset Management**	**Notary Public** **County:_____** **Commission Expires: _____** **(Affix Notary Seal)**

ITEM#: _____ RM: _____ **REGULAR MEETING**	**ITEM#: _____2nd RM: _____** **SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E1
Project	Janitorial Services for Fulton County Facilities (Groups C, D & G)
Project Number	23ITB138801C-GS
Supplier	American Facility Services, Inc.
Supplier Project Contact	Andrea Nugent (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	08/12/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/12/2024 11:18 AM EDT
Completion Date	08/12/2024 11:18 AM EDT
Evaluation Score	97

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

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

QUALITY OF PRODUCT OR SERVICE **20/20**

Rating

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

Comments *Not Specified*

TIMELINESS OF PERFORMANCE **20/20**

Rating

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

Comments *Not Specified*

BUSINESS RELATIONS **17/20**

Rating

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

Comments *Not Specified*

CUSTOMER SATISFACTION **20/20**

Rating

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

Comments *Not Specified*

COST CONTROL **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	E1
Project	Janitorial Services for Fulton County Facilities (Groups C, D & G)
Project Number	23ITB138801C-GS
Supplier	American Facility Services, Inc.
Supplier Project Contact	Andrea Nugent (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	08/27/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/27/2024 10:28 AM EDT
Completion Date	08/27/2024 10:28 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 American Facility Service Inc has a strong background in working with Fulton County and a high standard in meeting contract requirements.

TIMELINESS OF PERFORMANCE **14/20**

Rating

Satisfactory: There are no, or minimal, delays that impact achievement of contract requirements.

Comments AFS Inc, needs some improvement in this area, due to the wide scope of locations they maintain. There is high expectation for good Q C, when it pertains to the building's overall appearances. We are confident that they will achieve an excellent rating in the future.

BUSINESS RELATIONS **17/20**

Rating

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

Comments AFS Inc, employee's and staff are very knowledgeable about their craft and their responsibilities toward the County needs and wants. They are proactive with maintaining high standards within the County buildings.

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 In collaboration with my South zone colleague. AFS Inc, is very responsive and accountable as it relates to customer communication. Their response time is very quick and professional.

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 There are no cost control problems.

GENERAL COMMENTS

Comments AFS Inc, is a well-established company with a long track record with Fulton County.

Performance Evaluation Details

ID	E1
Project	Janitorial Services for Fulton County Facilities (Groups C, D & G)
Project Number	23ITB138801C-GS
Supplier	GOOD SUCCESS COMPANY, INC.
Supplier Project Contact	KENNETH R DAVIS (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	08/27/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/27/2024 08:35 AM EDT
Completion Date	08/27/2024 08:35 AM EDT
Evaluation Score	73

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE **14/20**

Rating

Satisfactory: Overall compliance requires minor User Department resources to ensure achievement of contract requirements.

Comments Good Success Company Inc is a new company within the Fulton County inner workings. They are attempting to meet the standards that are set by the County and all the requirements that come with being a new Janitorial contractor for Fulton County. Maintaining employee roster has been a small challenge, but they are actively working to keep up with the County needs.

TIMELINESS OF PERFORMANCE **14/20**

Rating

Satisfactory: There are no, or minimal, delays that impact achievement of contract requirements.

Comments Good Success Company is maintaining a satisfactory level when it comes to timeliness of performance. More Q C is needed throughout the different zones.

BUSINESS RELATIONS **14/20**

Rating

Satisfactory: Response to inquiries and/or technical, service, administrative issues is consistently effective.

Comments Communication is satisfactory when it comes to this janitorial contract. Contractor needs to demonstrate more communication when it comes to employee shortage or building cleanliness.

CUSTOMER SATISFACTION **14/20**

Rating

Satisfactory: Contractor representative is reasonably responsive to User Department request for information and professional.

Comments Contractor is reasonably responsive when called upon for employee questions are building concerns.

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 No issue with cost control.

GENERAL COMMENTS

Comments Good Success is a new vendor beginning May 2024; therefore, this is an early evaluation.

Contract Renewal Evaluation Form

Date:	**July 31, 2024**
Department:	**Real Estate and Asset Management**
Contract Number:	**23ITB138801C-GS**
Contract Title:	**Janitorial Services for Selected County Facilities (Groups C, D & G)**

Instructions:

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

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

   The Scope of Work for this contract cannot be reduced because we do not have the in-house capabilities to furnish all janitorial services and labor, materials, cleaning supplies (soap, toilet seat covers, toilet tissue, paper towels, and other required supplies) and equipment necessary to provide the highest quality of janitorial services at these County facilities.

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

   ☐ **Internet search of pricing for same product or service:**

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

Explanation / Notes:

The prices for Janitorial Services do reflect the current market value in the Atlanta metro area. This procurement was conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in accordance with the Purchasing Code Selection 102-373, Competitive Sealed Bids.

☐ **Market Survey of other jurisdictions:**

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	**City of Atlanta/Vince Williams**
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	☐ **Yes** ☒ **No**
Are they aware of a reduction in pricing in this industry?	☐ **Yes** ☒ **No**
How does pricing compare to Fulton County's award contract?	**Yes, the prices are comparable.**

Explanation / Notes:

Costs vary considerably depending on how much you want done and how often, and pricing is not at all clear-cut -- it depends a great deal on the company and building type. Many janitorial cleaning companies will charge a flat rate. The average cost to clean per square foot is approximately range from $1.08 to 1.45. Compared to City of Atlanta, the County is paying comparable price for janitorial services.

☐ **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 County allocated expenditure as of 9/19/2024, $688,889.84
FY2023 The County spent $1,128,809.30
FY2022 The County spent $917,245.63
FY2021 The County Spent $732,617.85
FY2020 The County spent $550,631.20; the Central Library was temporally closed for renovation.

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.**

   Service was performed in-house for approximately 3 years but proved to be costly and ineffective. Due to the projected Health Care requirement, high absenteeism rate and rising supply cost, if was more cost effective to outsource the services.

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

   If these renewals are not approved, there will be a delay in providing Janitorial Services for selected County Facilities. The overall impact is that clean and sanitary facilities will reduce any potential decease and sickness to County employees and patrons in these facilities.

James Morehead
James Morehead, Building Services Mgr. — September 19, 2024

Prepared by — **Date**

JD
Joseph N. Davis, Director — September 26, 2024

Department Head — **Date**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0731 **Meeting Date:** 11/6/2024

Department
Real Estate and Asset Management

Requested Action
Request approval to renew existing contracts - Department of Real Estate and Asset Management, 23RFP138801C-JNJ, Standby Emergency Repair and Restoration Services in the total amount not to exceed $3,000,000.00 with (A) Complete Contracting Partners, LLC (Powder Springs, GA) in an amount not to exceed $1,500,000.00; and (B) Cotton Commercial USA, Inc. dba Full Circle Restoration (Duluth, GA), in an amount not exceed $1,500,000.00 to provide standby emergency repair and restoration services for Fulton County facilities on an as needed basis. 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
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 These contracts furnish all parts, labor, equipment, material transportation and appurtenances necessary to provide on-site emergency repair and restoration services in the event of fire, storm, water, or other accidental damage to Fulton County facilities. These services operate on an “as needed” emergency basis.

These standby restoration contracts will ensure DREAM has the means and resources to prevent prolonged interruption of services in County facilities due to unpredictable or pre-defined events such as fire, storm, water, or other incidental damage; and provides sufficient spending authority and the resources to respond quickly to prevent more extensive damage to facilities and environmental impact on operations.

Scope of Work: The Scope of Work includes but is not limited to:

- Repair and/or restoration of facility damage resulting from natural or man-made causes.
- Repair and/or restoration of life safety systems such as fire alarm systems, sprinkler systems and intrusion alarm systems which are damaged by any kind of event may be necessary.
- Emergency services may also be required in the event of a malfunction of building systems (i.e., heating, electrical) and must be temporarily alleviated to maintain facility operation.
- The contracts also provide environmental tests including air and water quality tests.

Community Impact: These services are necessary for the environmental health and comfort of the patrons and employees in County facilities.

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

These are time and materials contracts and the requested spending authority in the total amount of $3,000,000.00 will cover the costs for the equipment, materials, replacement of systems parts/components and laboring for repairs for FY2025.

This is a Standby Contract that is dependent on the availability of capital funding and/or end-user/departmental operating/capital funding as identified" as a part of FY2025 budget.

Project Implications: The intent of these standby contracts is to provide a complete emergency disaster response, recovery and restoration services that respond immediately in case of catastrophic situation to Fulton County facilities. The County does not have the manpower and equipment required for services of this nature.

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

Department Issues/Concerns: If these renewal contracts are not approved, the County will not have the capacity, or the expertise, to perform this emergency repair and restoration service in-house.

Contract Modification

(A) Complete Contracting Partners, LLC

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0519	8/7/24	$1,500,000.00

1st Renewal			**$1,500,000.00**
Total Revised Amount			$3,000,000.00

(B) Cotton Commercial USA, Inc. dba Full Circle Restoration

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0519	8/7/24	$1,500,000.00
1st Renewal			**$1,500,000.00**
Total Revised Amount			$3,000,000.00

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

Total Contract Value: $3,000,000.00

(A)
Contract Value: $1,500,000.00

Prime Vendor: Complete Contracting Partners, LLC
Prime Status: African American Male Business Enterprise
Location: Powder Springs, GA
County: Cobb County
Prime Value: $1,200,000.00 or 80.00%

Subcontractor: BAKOP Construction
Subcontractor Status: African American Male Business Enterprise
Location: Douglasville, GA
County: Douglas County
Contract Value: $300,000.00 or 20.00%

Total Contract Value: $1,500,000.00 or 100.00%
Total Certified Value: $1,500,000.00 or 100.00%

(B)
Contract Value: $1,500,000.00

Prime Vendor: Cotton Commercial USA, Inc. dba Full Circle Restoration Construction Services, Inc.
Prime Status: Hispanic Male Business Enterprise
Location: Duluth, GA
County: Gwinnett County
Prime Value: $1,500,000.00 or 100.00%
Total Contract Value: $1,500,000.00 or 100.00%
Total Certified Value: $0.00 or 0.00%

Grand Contract Value: $3,000,000.00 or 100.00%
Grand Certified Value: $1,500,000.00 or 50.00%

Agenda Item No.: 24-0731 **Meeting Date:** 11/6/2024

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:	$3,000,000.00
Previous Adjustments:	$0.00
This Request:	$3,000,000.00
TOTAL:	$6,000,000.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

500-520-5200-TBD: Capital, Real Estate and Asset Management, To-Be Determine -$3,000,000.00 “This is a Standby Contract that is dependent on the availability of capital funding and/or end-user/departmental operating/capital funding as identified” as a part of FY2025 budget”.

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:

Complete Contracting Partners, LLC	88
Cotton Commercial USA, Inc. dba Full Circle Restoration	88

Would you select/recommend this vendor again?
Yes

Report Period Start:	**Report Period End:**
4/1/2024	**6/30/2024**

FULTON COUNTY

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 23RFP138801C-JNJ

BID/RFP# TITLE: Standby Emergency Repair and Restoration Services

ORIGINAL APPROVAL DATE: 8/7/2024

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

RENEWAL OPTION #: 1 **OF** 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $1,500,000.00

COMPANY'S NAME: Complete Contracting Partners, LLC

ADDRESS: 3721 New Macland Road Ste. 200-316

CITY: Powder Springs

STATE: Georgia

ZIP: 30127

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	**COMPLETE CONTRACTING PARTNERS, LLC**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Quincey Collins** **President/CEO**
ATTEST:	**ATTEST:**
Tonya R. Grier **Clerk to the Commission**	**Secretary/** **Assistant Secretary**
(Affix County Seal)	**(Affix Corporate Seal)**
AUTHORIZATION OF RENEWAL:	**ATTEST:**
Joseph N. Davis, Director **Department of Real Estate and Asset Management**	**Notary Public** **County:_____** **Commission Expires: _____** **(Affix Notary Seal)**

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

CERTIFICATE OF INSURANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 23RFP138801C-JNJ

BID/RFP# TITLE: Standby Emergency Repair and Restoration Services

ORIGINAL APPROVAL DATE: 8/7/2024

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

RENEWAL OPTION #: 1 **OF** 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $1,500,000.00

COMPANY'S NAME: Cotton Commercial USA, Inc. dba Full Circle Restoration

ADDRESS: 4325 River Green Pkwy

CITY: Duluth

STATE: Georgia

ZIP: 30096

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	**COTTON COMMERCIAL USA, INC. DBA FULL CIRCLE RESTORATION**
Robert L. Pitts, Chairman Fulton County Board of Commissioners	**Orlando Ojeda CEO**
ATTEST:	**ATTEST:**
Tonya R. Grier Clerk to the Commission	**Secretary/ Assistant Secretary**
(Affix County Seal)	**(Affix Corporate Seal)**
AUTHORIZATION OF RENEWAL:	**ATTEST:**
Joseph N. Davis, Director Department of Real Estate and Asset Management	**Notary Public**
	County:_____
	Commission Expires: _____
	(Affix Notary Seal)

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

CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E10
Project	Standby Emergency Repair and Restoration Services
Project Number	20RFP127348C-CG
Supplier	Complete Contracting Partners LLC
Supplier Project Contact	Quincy Collins (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	07/17/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/17/2024 09:59 AM EDT
Completion Date	07/17/2024 09:59 AM EDT
Evaluation Score	88

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE **17/20**

Rating

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

Comments Contractor has demonstrated excellent performance level and quality with all performance /specification requirements met, with minimal, quality problems.

TIMELINESS OF PERFORMANCE **17/20**

Rating

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

Comments There are no delays that contractor could control, this contractor during evaluation period has exceeded the agreed upon time scheduled.

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 During this evaluation period, Complete contracting partner has demonstrated outstanding performance level that justifies adding a point to score because they have responded multiple times on short notice and complete task timely to prevent business interruptions.

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 Complete Contracting Partners has communicated routinely with User Departments, professionally and responsive to need of user Departments request for information.

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 Complete Contracting Partners has no cost discrepancies identified by User Departments that required explanation. They have been compliant with contract pricing and invoice submission met.

GENERAL COMMENTS

Comments Overall, this evaluation period Fulton County has been overly satisfied with work and patience during Cyber Secuity Attack creating issues when software and computers along Accounts payable was not capable of processing invoices and payment.

Performance Evaluation Details

ID	E10
Project	Standby Emergency Repair and Restoration Services
Project Number	20RFP127348C-CG
Supplier	Full Circle Restoration
Supplier Project Contact	John Irvine (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	07/17/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/17/2024 10:00 AM EDT
Completion Date	07/17/2024 10:00 AM EDT
Evaluation Score	88

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE **17/20**

Rating

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

Comments Full Circle have been minimal quality problems now that a new project manager was assigned to account.

TIMELINESS OF PERFORMANCE **17/20**

Rating

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

Comments With a new Project Manager assigned to account we have noticed a n improved commitment and timeliness of performance has improved greatly.

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 Full Circle has demonstrated an outstanding performance level that justifies adding a point to the score due to their commitment and dependability to support Fulton County during first quarter and second quarter while we overcome Cyber Attack and system wer down and we could provide payments they worked with us in spite of having outstanding invoices.

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 All User Departments where mitigation and repair work were necessary due to floods and mold issues were completely satisfied with the swift response and turn around to correct environmental issues.

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 Full Circle were very mindful of contract pricing and minor discrepancies identified and resolved quickly.

GENERAL COMMENTS

Comments Overall, Full Circle has proved to be a very capable and reliable partner that have [proved very capable when there were needs for restoration and repair.

Contract Renewal Evaluation Form

Date:	**September 24, 2024**
Department:	**Real Estate and Asset Management**
Contract Number:	**23RFP138801C-JNJ**
Contract Title:	**Standby Emergency Repair and Restoration Services**

Instructions:

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

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

   This Scope of this service cannot be reduced because we do not have any alternative resources to provide this service. The Scope of Work/Proposal Requirements related to this applicable for emergency services only. The contractor's services are requested only when the resources available in the County are insufficient or incapable of carrying out the services. In other words, the scope of work is not pre-defined and in most cases is unpredictable. This contract provides all parts, labor, equipment, transportation, and material necessary to perform emergency restoration and/or repair services in the event of fire, storm, water, or other accidental damage to Fulton County facilities.

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

   ☐ **Internet search of pricing for same product or service:**

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

Explanation / Notes:

The County current restoration prices reflect the current market rate as of today.

The existing prices for emergency services reflect the current market rates as of today. 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 Purchasing Code Selection 102-374 and 102-375, all competitive sealed proposals.

☐ **Market Survey of other jurisdictions:**

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	☒ **Yes** ☐ **No**
Are they aware of a reduction in pricing in this industry?	☐ **Yes** ☒ **No**
How does pricing compare to Fulton County's award contract?	**Pricing is not comparable**

Explanation / Notes:

Many organizations including the City of Atlanta do not have a similar contract and therefore any comparison with agencies similar type and scale is not possible. City of Atlanta frequently uses Fulton County contract for reference and in rare cases invite quotes for some specific services covered by this contract

☐ **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 County allocated expenditures as of 9/24/2024, $1,200,000.00
FY2023 The County spent $1,488,526.71
FY2022 The County spent $1,731,446.38
FY2021 The County spent $2,159,091.61
FY2020 The County spent $2,047,339.04

Majority of the expenditure are covered by Risk Management due to emergency repairs that are necessitated by sudden and unforeseen accidents.

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

Was it part of the initial contract? ☐ **Yes** ☒ **No**

Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.

Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.

Explanation / Notes:

Click here to enter text.

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

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

   The County does not have the manpower and equipment required for services of this nature. This contract provides a complete emergency disaster response, recovery and restoration services that respond immediately in case of catastrophe situation to Fulton County facilities. The County does not have the manpower and equipment required for services of this nature.

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

   If these contract renewals are not approved, County will not be able to respond to emergency restoration services like water and fire damages. This will result in interruption of County services and in loss of value of County properties.

ALFRED JONES Alfred Jones	September 24, 2024
Prepared by	**Date**
Joseph Davis Joseph N. Davis, Director	September 26, 2024
Department Head	**Date**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0732 **Meeting Date:** 11/6/2024

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew an existing contract - Department Public Works, 23ITBC100523A-KM, Water Meters in an amount not to exceed $300,000.00 with Delta Municipal Supply Company (Braselton, GA) to provide water meters. 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)*
Health and Human Services

Commission Districts Affected
All Districts ☐
District 1 ☒
District 2 ☒
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background:

Scope of Work: This contract provides water meters to be installed at new water service connections and for repairs and replacement of meters at current service locations.

Community Impact: Failure to procure/maintain these items in stock can negatively impact the operational support the Water Services Division has to install water meters in a timely manner. If the meters are not procured efficiently, negative constituent or client health and billing issues can ensue.

Department Recommendation: The Department of Public Works recommends renewal of the existing contract.

Project Implications: The efficient procurement of water meters is necessary to ensure accurate billing of water consumption for all water system customers.

Community Issues/Concerns: No issues/concerns have been raised by constituents or clients regarding this agenda item.

Department Issues/Concerns: The Department has no issues/concerns regarding this agenda item.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0956	12/20/2023	$1,500,000.00
1st Renewal			**$300,000.00**
Total Revised Amount			$1,800,000.00

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

Contract Value: **$300,000.00**

Prime Vendor: **Delta Municipal Supply Co.**
Prime Status: **Non-Minority**
Location: **Braselton, GA**
County: **Braselton County**
Prime Value: **$300,000.00 or 100.00%**

Subcontractor: **None**

Total Contract Value: **$300,000.00 or 100%**
Total Certified Value: **$0.00**

Exhibits Attached

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

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

Nick Ammons, Deputy Director, Public Works, 404-612-7530

Agenda Item No.: 24-0732 **Meeting Date:** 11/6/2024

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$1,500,000.00
Previous Adjustments:	$0.00
This Request:	$300,000.00
TOTAL:	$1,800,000.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5453-1450: Water & Sewer R & E, Public Works, Maintenance Supplies - $300,000.00.

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: 88

Would you select/recommend this vendor again?
Yes

Report Period Start: **5/1/2024**
Report Period End: **7/31/2024**

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP# NUMBER: 23ITBC100523A-KM

BID/RFP# TITLE: Water Meters

ORIGINAL APPROVAL DATE: December 20, 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: $300,000.00

COMPANY'S NAME: Delta Municipal Supply Company

ADDRESS: 408 Jesse Cronic Road

CITY: Braselton

STATE: GA

ZIP: 30517

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:

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

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

David Clark, Director
Department of Public Works

DELTA MUNICIPAL SUPPLY COMPANY

Michael Truelove
General Manager
ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____	**ITEM#: _____ 2ND RM: _____**
REGULAR MEETING	**SECOND REGULAR MEETING**

Contract Renewal Evaluation Form

Date:	**August 5, 2024**
Department:	**Public Works**
Contract Number:	**23ITBC100523A-KM**
Contract Title:	**Water Meters**

Instructions:

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

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

   The scope and cost reduction efforts of this contract are limited since this contract is to renew existing contract for Water Meters. The Water Meters are essential for maintenance and repair of the new installations of meters within the Water Distribution System. The Water Meters are manufactured items which cannot be produced by the department or 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 12, 2024
Price found:	Pricing varies due to different types, styles, and sizes of Water Meters
Different features / Conditions:	
Percent difference between internet price and renewal price:	21% to 23% higher

Explanation / Notes:

In accordance with Fulton County Purchasing Code, Section 102-373, contacts as this shall have a competitive bid. Since this contract is over $100,000 dollars it shall go before the Board of Commissioners.

Sample Materials: Items 1, 2, 3, 4, 5 of the contract pricing sheet, ¾ x ¾ Ultrasonic Meter, 1 x 1 Ultrasonic Meter, 1 ½ x 1 ½ Ultrasonic Meter, 2 x 2 Ultrasonic Meter 15 ¼" Lay Length, 2 x 2 Ultrasonic Meter 17" Lay Length.

Samples of the internet pricing of material out of the group of materials are covered in this contract.

Internet's pricing of sampled items are listed below. Private commercial pricing is significantly higher than contracted municipal pricing. The internet price which is 21% to 23% higher because it is quoting gross prices, however the County purchases several different types, styles, and sizes of water meters. Therefore, the prices are lower.

For example	Our Price	Compared Price
Line #1- 3/4" x 3/4" Water Meter	$333.33	$285.60
Line #2- 1" x 1" Cold Water Meter	$368.97	$367.50
Line# 3- 1 ½" x 1 ½" Cold Water Meter	$821.43	$579.60
Line# 4- 2" x 2" 15 ¼" Lay Length Cold Water Meter	$928.57	$708.00
Line# 5- 2" x 2" 17" Lay Length Cold Water Meter	$971.43	$708.00

☐ **Market Survey of other jurisdictions:**

Date contacted:	August 13, 2024
Jurisdiction Name / Contact name:	Clayton County / Angela Glover (No response)
Date of last purchase:	
Price paid:	
Inflation rate:	
Adjusted price:	
Percent difference between past purchase price and renewal price:	
Are they aware of any new vendors?	☐ **Yes** ☒ **No**
Are they aware of a reduction in pricing in this industry?	☐ **Yes** ☒ **No**
How does pricing compare to Fulton County's award contract?	Prices vary per type, size, style, length, width and diameter of water meters.

Explanation / Notes:

Surrounding jurisdiction such as Clayton County, Gwinnett County, City of Atlanta, Cobb County, and Dekalb County all use water meters.

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

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

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

Was it part of the initial contract?	☒ **Yes**	☐ **No**
Date of last purchase:	July 8, 2024	
Price paid:	$140,049.98	
Inflation rate:		
Adjusted price:		
Percent difference between past purchase price and renewal price:	3.7%	

Explanation / Notes:

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

6. **Has an analysis been conducted to determine if this service can be performed in-house?** ☐ **Yes** ☒ **No**
A service contract for Water Meters is needed by the Public Works on a year- round basis for water service installations, repairs, and maintenance. This contract is essential to the on-going operations of the Public Works Department.

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

Approval by the Board of Commissioners in the renewal of this contract is critical for the Public Works Department to effectively complete the process of installing new and repairing existing water service installations within the Water Distribution System. If this contract is not renewed it could delay the department's response for water service installations, repairs, and maintenance within the Water Distribution System which are essential to the on-going operations of the Public Works Department.

Performance Evaluation Details

ID	E1
Project	Water Meters
Project Number	23ITBC100523A-KM
Supplier	Delta Municipal Supply Compant
Supplier Project Contact	Micheal Truelove (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	05/01/2024 to 07/31/2024
Effective Date	08/06/2024
Evaluation Type	Formal
Interview Date	08/06/2024
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/06/2024 02:25 PM EDT
Completion Date	08/06/2024 02:25 PM EDT
Evaluation Score	88



8/21/2024

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 **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 **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 **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*

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0733 **Meeting Date:** 11/6/2024

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew an existing contract - Department of Public Works, 22RFP134460K-JAJ, Professional Services for Airport Consulting and Engineering Services Design/Engineering/Construction an amount not to exceed $1,015,000.00 with Michael Baker International to provide design, engineering and construction inspection services for updating, modifying and implementing the Capital Improvement Plan at Fulton County Executive Airport - Charlie Brown Field. This action exercises the second of four renewal options. Two 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 *(If yes, note strategic priority area below)*
Infrastructure and Economic Development

Commission Districts Affected
All Districts ☐
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☒

Is this a purchasing item?
Yes

Summary & Background: The Fulton County Executive Airport - Charlie Brown Field receives federal funds and pursuant to the requirements of the Georgia Department of Transportation and the Federal Aviation Administration the airport must have an engineering consultant to assist the Airport with various Design/Engineering/Construction activities.

Agenda Item No.: 24-0733 **Meeting Date:** 11/6/2024

Scope of Work: On November 15, 2023, the Board of Commissioners approved the first renewal (year 2024) of this contract for an amount not to exceed $715,000.00. The BOC approved an increase of $300,000.00 in funds on November 6, 2024. The 2025 contractual limit is proposed to be $1,015,000.00. The increase in spending authority is due to anticipated additional work around the airfield to prepare for world-staged events in the Atlanta region in the coming years. The scope includes consulting and engineering services related to airport design, engineering, and construction. This additional funding will allow the airport to complete design work ahead of schedule, creating shovel-ready projects eligible for State and Federal grants. Moreover, the increase will provide the necessary flexibility to address any challenges that may arise with these grants.

General types of projects include but are not limited to:

- Prepare Project Funding Applications and Capital Improvements Program (CIP) Documents
- Perform Design, Bidding and Negotiation, Construction Administration, and Resident Inspection Services
- Assist with DBE Program Overall Goal Updates / Program Administration
- Construct/Rehabilitate Airfield Drainage Systems
- Construct/Rehabilitate Airfield Pavement, Lighting, and NAVAIDs/ILS Improvements
- Construct/Rehabilitate Airport Buildings (Terminal / Hangars / Maintenance)
- Construct/Rehabilitate Airport Roadways and Parking Lots
- Install/Upgrade Airport Fencing and Security Systems
- Improve Runway/Taxiway Safety Areas/Object Free Areas

Community Impact: As part of each project, public outreach is required. This allows the surrounding neighborhood to better understand the impact improvements to the airport might have on the community.

Department Recommendation: The Department of Public Works recommends that the BOC approve the renewal of the existing contract between Michael Baker International and the Fulton County Executive Airport - Charlie Brown Field.

Project Implications: No current project implications.

Community Issues/Concerns: None have been expressed nor are expected due to the work being done on the airfield.

Department Issues/Concerns: No issues or concerns have been raised by Public Works staff.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0947	12/7/2022	$715,000.00
1st Renewal	23-0817	11/15/2023	$715,000.00

Amendment # 1			$300,000.00
2nd Renewal			**$1,015,000.00**
Total Revised Amount			$2,745,000.00

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

Contract Value: **$1,015,000.00**

Prime Vendor: **Michael Baker International**
Prime Status: **Non-Minority**
Location: **Norcross, GA**
County: **Gwinnett County**
Prime Value: **$380,219.00 or 37.46%**

Subcontractor: **Anderson Design, Inc.**
Subcontractor Status: **Non-Minority**
Location: **Lawrenceville, GA**
County: **Gwinnett County**
Contract Value: **$20,097.00 or 1.98%**

Subcontractor: **CDM Smith**
Subcontractor Status: **Non-Minority**
Location: **Atlanta, GA**
County: **Fulton County**
Contract Value: **$49,227.50 or 4.85%**

Subcontractor: **Corporate Environmental Risk Management, LLC (CERM)**
Subcontractor Status: **DBE**
Location: **Tucker, GA**
County: **DeKalb County**
Contract Value: **$52,272.50 or 5.15%**

Subcontractor: **Goode Van Slyke Architecture**
Subcontractor Status: **DBE**
Location: **Atlanta, GA**
County: **Fulton County**
Contract Value: **$339,720.50 or 33.47%**

Subcontractor: **Jvition, Inc.**
Subcontractor Status: **Non-Minority**
Location: **Kansas City, MO**
County: **Wyandotte County**
Contract Value: **$15,225.00 or 1.50%**

Subcontractor: **Key Engineering**
Subcontractor Status: **DBE**

Location:	**Decatur, GA**
County:	**DeKalb County**
Contract Value:	**$75,110.00 or 7.40%**
Subcontractor:	**Long Engineering, Inc.**
Subcontractor Status:	**White Female Business Enterprise**
Location:	**Atlanta, GA**
County:	**Fulton County**
Contract Value:	**$29,130.50or 2.87%**
Subcontractor:	**Wilmer Engineering, Inc.**
Subcontractor Status:	**White Female Business Enterprise**
Location:	**Atlanta, GA**
County:	**Fulton County**
Contract Value:	**$53,998.00 or 5.32%**
Total Contract Value:	**$1,015,000.00 or 100%**
DBE Participation:	**$467,103.00 or 46.02%**
Total Certified Value:	**$550,231.50 or 54.21%**

Exhibits Attached

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

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

Jonathan Gauthier, Airport Manager, Fulton County, 404-613-4205.

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$715,000.00
Previous Adjustments:	$1,015,000.00
This Request:	$1,015,000.00
TOTAL:	$2,745,000.00

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:

200-540-5601-1160: Airport, Public Works, Professional Services - $1,015,000.00.

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

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?
Yes

Report Period Start:	**Report Period End:**
10/1/2023	**12/31/2023**

FULTON COUNTY

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP# NUMBER: 22RFP134460K-JAJ

BID/RFP# TITLE: Professional Services for Airport Consulting and Engineering Services

ORIGINAL APPROVAL DATE: December 7, 2022

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

RENEWAL OPTION #: 2 **OF** 4

NUMBER OF RENEWAL OPTIONS: 4

RENEWAL AMOUNT: $ $1,015,000.00

COMPANY'S NAME: Michael Baker International, Inc.

ADDRESS: 420 Technology Parkway, Suite 150

CITY: Norcross

STATE: GA

ZIP: 30092

This Renewal Agreement No. 2 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	**MICHAEL BAKER INTERNATIONAL, INC.**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Quintin Watkins, PE** **Vice President**
ATTEST:	**ATTEST:**
Tonya R. Grier **Clerk to the Commission**	**Secretary/** **Assistant Secretary**
(Affix County Seal)	**(Affix Corporate Seal)**
AUTHORIZATION OF RENEWAL:	**ATTEST:**
David Clark, Director **Department of Public Works**	**Notary Public**
	County: _____
	Commission Expires: _____
	(Affix Notary Seal)

ITEM#: _____ RM: _____	**ITEM#: _____ 2ND RM: _____**
REGULAR MEETING	**SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	**June 13, 2024**
Department:	**Public Works**
Contract Number:	**22RFP134460K-JAJ**
Contract Title:	**Airport Consulting and Engineering Services Design/Engineering/Construction**

Instructions:

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

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

   The Scope for this contract remains the same as the approved original contract. The work that is needed can be funded with the budgeted amount. Much of the work conducted by Michael Baker International is to assist with Federal grants and projects funded by the State and Federal government.

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:

   Price found:

   Different features / Conditions:

   Percent difference between internet price and renewal price:

   Explanation / Notes:

   ☐ **Market Survey of other jurisdictions:**

Date contacted:	
Jurisdiction Name / Contact name:	
Date of last purchase:	
Price paid:	
Inflation rate:	
Adjusted price:	

Percent difference between past purchase price and renewal price:		
Are they aware of any new vendors?	☐ Yes	☐ No
Are they aware of a reduction in pricing in this industry?	☐ Yes	☐ No
How does pricing compare to Fulton County's award contract?		

Explanation / Notes:

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

The service provided by MBI is highly specialized and hard to quantify based on simplistic numbers. The service was awarded based on a proposal that was evaluated by key County personnel. The Airport is conducting permitting work for expansion of the airport and the cost estimates determine that the budgeted contract amount meets the needs of the airport.

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

   $443,652.24

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

Was it part of the initial contract?	☐ Yes	☐ No
Date of last purchase:		
Price paid:		
Inflation rate:		
Adjusted price:		
Percent difference between past purchase price and renewal price:		

Explanation / Notes:

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

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

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

   The Federal Aviation Administration requires that the Airport have a consultant under contract to received federal funding.

Performance Evaluation Details

ID	E4
Project	Airport Consulting Services Engineering/Design/Construction
Project Number	22RFP134460K-JAJ
Supplier	Michael Baker International, Inc.
Supplier Project Contact	Carmen Dawkins (preferred language: English)
Performance Program	Architectural and Engineering Services
Evaluation Period	10/01/2023 to 12/31/2023
Effective Date	10/03/2024
Evaluation Type	Formal
Interview Date	10/03/2024
Expectations Meeting Date	10/03/2024
Status	Completed
Publication Date	10/03/2024 07:32 AM EDT
Completion Date	10/03/2024 07:32 AM EDT
Evaluation Score	85



10/3/2024

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - ARCHITECTURAL AND ENGINEERING SERVICES

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

PROJECT MANAGEMENT **17/20**

Rating

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

Comments *Not Specified*

SCHEDULE **17/20**

Rating

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

Comments *Not Specified*

QUALITY OF DESIGN, REPORTS AND DELIVERABLES **17/20**

Rating

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

Comments *Not Specified*

TECHNICAL SUPPORT DURING CONSTRUCTION **17/20**

Rating

Excellent: Commendable. Contractor submissions are expedited on some occasions.

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.: 24-0734 **Meeting Date:** 11/6/2024

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew an existing contract - Department of Public Works, 22ITB075A-KM, Sewer Line Chemical Root Control Services in the amount not to exceed $349,996.36 with Duke's Root Controls, Inc. (Syracuse, NY), to provide sewer line chemical root control services. 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, 60 days if the contract term is six (6) months or less.

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

Commission Districts Affected
All Districts ☐
District 1 ☒
District 2 ☒
District 3 ☒
District 4 ☐
District 5 ☒
District 6 ☒

Is this a purchasing item?
Yes

Summary & Background:

Scope of Work: This contract provides sewer system chemical root services for the County's North and South Fulton sanitary sewer areas. From 2014 to 2024, roughly 887.46 miles of sewer pipeline have been treated to manage root intrusion. When roots enter the sanitary sewer lines, they often cause blockages and sewer overflow spills. Therefore, it is important that all roots are removed from the lines.

Community Impact: Root intrusion into the sanitary sewer system can result in sewer system spills that can create odorous conditions. If significant, the spill could result in fish being killed and, if a body of water is impacted, there could be adverse impacts to human health and the environment.

Department Recommendation: The Department of Public Works recommends approval.

Project Implications: If root intrusion is not managed and corrected by the Department of Public Works, the frequency of sewer system overflows would likely increase, which could result in fines and penalties.

Community Issues/Concerns: No community issues/concerns have been raised to staff of the Department of Public Works.

Department Issues/Concerns: No issues/concerns have been raised by Department of Public Works staff.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0204	03/15/2023	$349,996.36
1st Renewal	23-0818	11/15/2023	$349,996.36
2nd Renewal			**$349,996.36**
Total Revised Amount			**$1,049,989.08**

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

Contract Value: **$349,996.36**

Prime Vendor: **Duke's Root Controls Inc.**
Prime Status: **Non-Minority**
Location: **Syracuse, NY**
County: **Onondaga County**
Prime Value: **$349,996.36 or 100.00%**

Total Contract Value: **$349,996.36 or 100.00%**
Total Certified Value: **$0.00 or 0.00%**

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

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

Agenda Item No.: 24-0734 **Meeting Date:** 11/6/2024

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$699,992.72
Previous Adjustments:	$0.00
This Request:	$349,996.36
TOTAL:	$1,049,989.08

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

201-540-5459-1160: Water & Sewer Revenue, Public Works, Professional Services - $174,998.18

Funding Line 2:

201-540-5469-1160: Water & Sewer Revenue, Public Works, Professional Services - $174,998.18

Key Contract Terms	
Start Date: 1/1/2025	**End Date:** 12/31/2025

Cost Adjustment:	**Renewal/Extension Terms**: renewal options remain

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?
Yes

Report Period Start:	**Report Period End:**
9/1/2024	**9/30/2024**

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP NUMBER: 2ITB075A-KM

BID/RFP TITLE: Sewer Line Chemical Root Control Services

ORIGINAL APPROVAL DATE: March 15, 2023

RENEWAL EFFECTIVE DATES: January 1, 2025

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: Zero renewal options remain

RENEWAL AMOUNT: $349,996.36

COMPANY'S NAME: Duke's Root Control, Inc.

ADDRESS: 400 Airport Road Ste. E

CITY: Elgin

STATE: IL

ZIP: 60123

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	**DUKE'S ROOT CONTROL, INC.**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Richelle Owens** **Vice President of Finance**
ATTEST:	**ATTEST:**
Tonya R. Grier **Clerk to the Commission**	**Secretary/** **Assistant Secretary**
(Affix County Seal)	**(Affix Corporate Seal)**
AUTHORIZATION OF RENEWAL:	**ATTEST:**
David Clark, Director **Public Works**	**Notary Public**
	County:_____
	Commission Expires: _____
	(Affix Notary Seal)

ITEM#: _____ RM: _____	**ITEM#: _____ 2ND RM: _____**
REGULAR MEETING	**SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	**September 29, 2024**
Department:	Public Works
Contract Number:	22ITB075A-KM
Contract Title:	Sewer Line Root Control

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.**

   Current vendor was the only bidder for this service and are being used by all utilities I have spoken with.

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:	
Price found:	
Different features / Conditions:	
Percent difference between internet price and renewal price:	

   Explanation / Notes:

   ☐ **Market Survey of other jurisdictions:**

Date contacted:	
Jurisdiction Name / Contact name:	
Date of last purchase:	
Price paid:	
Inflation rate:	
Adjusted price:	
Percent difference between past purchase price and renewal price:	

Are they aware of any new vendors?	☐ Yes	☒ No
Are they aware of a reduction in pricing in this industry?	☐ Yes	☒ No
How does pricing compare to Fulton County's award contract?	**Fulton's price is equal to or less than other utilities using this service.**	

Explanation / Notes:

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

NA

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

   $300,000.00

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:		
Price paid:		
Inflation rate:		
Adjusted price:		
Percent difference between past purchase price and renewal price:		

Explanation / Notes:

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

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

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

   Potential for more sanitary sewer overflows if root control is not done.

Performance Evaluation Details

ID	E3
Project	Sewer Line Chemical Root Control Services
Project Number	22ITB075A-KM
Supplier	Duke's Root Control, Inc.
Supplier Project Contact	Valerie Kielp (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	09/01/2024 to 09/30/2024
Effective Date	10/10/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	10/10/2024 05:01 PM EDT
Completion Date	10/10/2024 05:01 PM EDT
Evaluation Score	85



10/15/24

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*

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0735 **Meeting Date:** 11/6/2024

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew existing contract - Department of Public Works, 23ITB137397A-KM, Sewer System Cleaning, and Manhole Camera Inspection Services in an amount not to exceed $550,000.00 with Woolpert, Inc. (Atlanta, GA), to provide sewer system cleaning and manhole camera inspection services. 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, 60 days if the contract term is six (6) months or less.

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

Commission Districts Affected
All Districts ☐
District 1 ☒
District 2 ☒
District 3 ☒
District 4 ☐
District 5 ☒
District 6 ☒

Is this a purchasing item?
Yes

Summary & Background: This contract assists in keeping our sanitary sewers free from foreign materials (grease and debris) which often lead to sewer spills.

Scope of Work: This contract provides CCTV inspections of sewer lines and manholes, smoke testing, dye testing of the sanitary sewer collection system, and sewer system cleaning services to remove blockages from within the publicly maintained sanitary sewer lines for the Department of Public Works in the North and South Fulton sanitary sewer service areas.

Community Impact: The inspection of the collection system also assists in identifying rainfall-derived infiltration and inflow (I/I) which can erode manholes and pipes, cause dirt and sand buildup, and reduce the available sewer capacity which can lead to blockage and structural defects. Not only will this contract protect the health and welfare of our citizens, but our community and surrounding environment as well. In addition, this contract assists in locating structural defects in our system.

Department Recommendation: The Department of Public Works recommends approval.

Project Implications: This service ensures that sanitary sewer pipes are cleaned and maintained, preventing sewer spills and structural failure.

Community Issues/Concerns: None have been raised to the Public Works staff.

Department Issues/Concerns: No issues or concerns are known to Public Works staff.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0349	5/17/2023	$550,000.00
1st Renewal	23-0761	11/1/2023	$550,000.00
2nd Renewal			**$550,000.00**
Total Revised Amount			$1,650,000.00

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

Contract Value: **$550,000.00**

Prime Vendor: **Woolpert, Inc.**
Prime Status: **Non-Minority**
Location: **Atlanta, GA**
County: **Fulton County**
Prime Value: **$427,680.00 or 77.76%**

Subcontractor: **Solutions by JAW, LLC**
Subcontractor Status: **African American Male Business Enterprise**
Location: **Lithonia, GA**
County: **DeKalb County**
Contract Value: **$111,320.00 or 20.24%**

Subcontractor: **Amtec Surveying, Inc.**
Subcontractor Status: **Non-Minority**
Location: **Atlanta, GA**
County: **Fulton County**
Contract Value: **$11,000.00 or 2.00%**

Total Contract Value: **$550,000.00 or 100.00%**
Total Certified Value: **$111,320.00 or 20.24%**

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

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

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

Roy Barnes, Deputy Director, Public Works, 404-612-6713

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$1,100,000.00
Previous Adjustments:	$0.00
This Request:	$550,000.00
TOTAL:	$1,650,000.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

201-540-5459-1160: Water & Sewer Revenue, Public Works, Professional Services - $275,000.00

Funding Line 2:

Agenda Item No.: 24-0735 **Meeting Date:** 11/6/2024

201-540-5469-1160: Water & Sewer Revenue, Public Works, Professional Services - $275,000.00

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

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?
Yes

Report Period Start:
9/1/2024

Report Period End:
9/30/2024

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP# NUMBER: 23ITB137397A-KM

BID/RFP# TITLE: Sewer System Cleaning and Manhole Camera Inspection Services

ORIGINAL APPROVAL DATE: November 1, 2023

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

RENEWAL OPTION #: 2 of 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $550,000.00

COMPANY'S NAME: Woolpert, Inc.

ADDRESS: 375 Northridge Road, Suite 300

CITY: Atlanta

STATE: GA

ZIP: 30350

This Renewal Agreement No. 2 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:

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	WOOLPERT, INC.
Robert L. Pitts, Chairman **Fulton County Board of Commissioners** **ATTEST:**	**K. Flint Holbrook** **Senior Vice President** **ATTEST:**
Tonya R. Grier **Clerk to the Commission** **(Affix County Seal)** **AUTHORIZATION OF RENEWAL:**	**Secretary/** **Assistant Secretary** **(Affix Corporate Seal)** **ATTEST:**
David Clark, Director **Department of Public Works**	**Notary Public** **County:_____** **Commission Expires: _____** **(Affix Notary Seal)**

ITEM#: _____ RM: _____ **REGULAR MEETING**	**ITEM#: _____ 2ND RM: _____** **SECOND REGULAR MEETING**

Contract Renewal Evaluation Form

Date:	**August 29, 2024**
Department:	Public Works
Contract Number:	23ITB137397-KM
Contract Title:	Sewer System Cleaning and Manhole Camera Inspection

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.**

   Obtain bids from multiple contractors to ensure competitive pricing and identify the best value for the required services.

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:

   Price found:

   Different features / Conditions:

   Percent difference between internet price and renewal price:

   Explanation / Notes:

   ☐ **Market Survey of other jurisdictions:**

Date contacted:	
Jurisdiction Name / Contact name:	
Date of last purchase:	
Price paid:	
Inflation rate:	
Adjusted price:	

Percent difference between past purchase price and renewal price:		
Are they aware of any new vendors?	☐ Yes	☒ No
Are they aware of a reduction in pricing in this industry?	☐ Yes	☒ No
How does pricing compare to Fulton County's award contract?		

Explanation / Notes:

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

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

   $180,000.00

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:		
Price paid:		
Inflation rate:		
Adjusted price:		
Percent difference between past purchase price and renewal price:		

Explanation / Notes:

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

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

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

   This contract helps to assess our collection system needs and future projects for sewer system rehabilitation and growth to our system. Potential for additional sewer system overflows if not funded.

Performance Evaluation Details

ID	E2
Project	Sewer System Cleaning and Manhole Camera Inspection Services
Project Number	23ITB137397A-KM
Supplier	Woolpert, Inc.
Supplier Project Contact	Beth Haun (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	09/01/2024 to 09/30/2024
Effective Date	10/10/2024
Evaluation Type	Formal
Interview Date	10/10/2024
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	10/10/2024 02:04 PM EDT
Completion Date	10/10/2024 02:04 PM EDT
Evaluation Score	85



10/15/2024

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 **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 Good Vendor

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0736 **Meeting Date:** 11/6/2024

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew an existing contract - Department of Public Works, 24ITB230702A-BKJ, Valve Assessment in an amount not to exceed $600,000.00 with Pure Technologies U.S., Inc. d/b/a Wachs Water Services (Buffalo Grove, IL) to provide valve condition assessment services. 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)*
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 an existing contract with to provide valve condition assessment services.

Scope of Work: This contract focuses on the assessment and documentation of valves and fire hydrants throughout the North Fulton water service area. The contractor will be responsible for locating, accessing, and cleaning the valve structures as well as cycling the valves within agreed-upon torque limits. Additionally, the contractor will collect sufficient attributes per valve for inventory

and GIS location purposes and document any additional work orders that may be necessary to bring a valve back to full operability. These work orders will be analyzed and prioritized by the contractor and the County to develop a plan for addressing each inoperable valve. This will allow the County to further develop a comprehensive database of all water valve locations, incorporate their attribute data, and allow staff to prioritize repair activities.

Community Impact: This project enhances the operability of water distribution system valves within the transmission and distribution water main lines and will allow staff to isolate water main breaks more quickly.

Department Recommendation: The Department of Public Works recommends approval.

Project Implications: Execution of this project will be beneficial to the County's water customers by decreasing the number of affected customers during water main breaks because valves can be used to isolate the affected service area.

Community Issues/Concerns: Public Works is not aware of any community issues or concerns.

Department Issues/Concerns: Public Works does not have any issues or concerns.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0396	6/5/2024	$600,000.00
1st Renewal			**$600,000.00**
Total Revised Amount			$1,200,000.00

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

Contract Value: **$600,000.00**

Prime Vendor: **Pure Technologies, U.S. Inc., d/b/a Wachs Water Services**
Prime Status: **Non-Minority**
Location: **Columbia, MD**
County: **Howard County**
Prime Value: **$600,000.00 or 100.00%**

Total Contract Value: **$600,000.00 or 100.00%**
Total Certified Value: **$0.00**

Exhibits Attached

Exhibit 1: Contract Renewal Agreement
Exhibit 2: Contractor Performance Letter

Agenda Item No.: 24-0736 **Meeting Date:** 11/6/2024

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

Nick Ammons, Deputy Director, Public Works (404) 612-7530

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$600,000.00
Previous Adjustments:	$0.00
This Request:	$600,000.00
TOTAL:	$1,200,000.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5453-1160: Water & Sewer R&E, Public Works, Professional Services - $600,000.00

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

Overall Contractor Performance Rating: N/A

Would you select/recommend this vendor again?
Yes

Agenda Item No.: 24-0736 **Meeting Date:** 11/6/2024

Report Period Start:
N/A

Report Period End:
N/A

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP NUMBER: 24ITB230702A-BKJ

BID/RFP TITLE: Valve Assessment

ORIGINAL APPROVAL DATE: June 5, 2024

RENEWAL EFFECTIVE DATES: January 1, 2025

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $600,000.00

COMPANY'S NAME: Pure Technologies U.S. Inc. DBA Wachs Water Services

ADDRESS: 8920 State Route 108 Suite D

CITY: Columbia

STATE: MD

ZIP: 21045

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	**PURE TECHNOLOGIES U.S. INC. DBA WACHS WATER SERVICES**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Todd Huffman** **Vice President**
ATTEST:	**ATTEST:**
Tonya R. Grier **Clerk to the Commission**	**Secretary/** **Assistant Secretary**
(Affix County Seal)	**(Affix Corporate Seal)**
AUTHORIZATION OF RENEWAL:	**ATTEST:**
David Clark, Director **Public Works**	**Notary Public**
	County:_____
	Commission Expires: _____
	(Affix Notary Seal)

ITEM#:_____ RM:_____ **REGULAR MEETING**	**ITEM#:_____2nd RM:_____** **SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM

FULTON COUNTY

TO: Felicia Strong-Whitaker, Purchasing

FROM: David Clark, Director DC

DATE: October 28, 2024

SUBJECT: Status of Contract Performance Review

On March 5, 2024, the Department of Purchasing opened the subject Invitation to Bid for Valve Assessment**,** 24ITB230702A-BKJ**,** with Pure Technologies U.S. Inc., dba Wachs Water Services.

I would like to clarify that although the project was awarded in March, the contract has only recently been executed. Therefore, Public Works has not yet entered an evaluation period necessary for a performance review and a review cannot be conducted at this time. It is important to note that the Public Works Department has had positive experiences with this vendor under a prior contract, where their performance was outstanding.

If you require additional information, please contact David Clark 404-612-2804.

cc: Nick Ammons, Deputy Director, Public Works
Gerald Pace, Deputy Director, Administration, Public Works
Andrenette Whitlow, Material Management Manager, Public Works
Brain Jones, Chief Assistant Purchasing Agent, Purchasing

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0737 **Meeting Date:** 11/6/2024

Department
Behavioral Health and Development Disabilities

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew existing contracts - Department of Behavioral Health and Developmental Disabilities, 22RFP038A-CJC, Fulton County Behavioral Health Network in the total amount not to exceed $13,658,597.12 with (A) River Edge Behavioral Health Community Service Board (Macon, GA) in an amount not to exceed $4,208,688.44, to provide Minority AIDS Initiative (MAI), Core Adult Outpatient - Center for Health & Rehabilitation, Permanent Supportive Housing (PSH), DUI - North Fulton Service Center, Center for Health & Rehabilitation & South Fulton Service Center, Misdemeanor Mental Health Court (MMC); (B) Chris 180, Inc. (Atlanta, GA) in an amount not to exceed $3,549,409.68, to provide School Based Mental Health - 38 Fulton Schools, Text 4 Help, Core Child & Adolescent Outpatient - Adamsville & North Fulton, Clubhouse for Youth, Re-Entry - Fulton County Jail; (C) The Summit Counseling Center, Inc. (Johns Creek, GA) in an amount not to exceed $988,738.35, to provide School Based Mental Health - 28 Fulton Schools; (D) Grady Memorial Hospital d/b/a Grady Health System (Grady) (Atlanta, GA) in an amount not to exceed $3,177,290.10, to provide Core Adult Outpatient - North Fulton Service Center & South Fulton Service Center, Re-Entry (Women on the Rise), SRU - Fulton County Jail; (E) Health Connect America (HCA) d/b/a Georgia Hope (Woodstock, GA) in an amount not to exceed $800,000.00, to provide Core Child & Adolescent Outpatient - Oak Hill; and (F) Step Up on Second Street, Inc. (Decatur, GA) in an amount not to exceed $934,470.55, to provide Permanent Supportive Housing (124 units). This action exercises the second of nine renewal options. Seven 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 *(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 ☐

Agenda Item No.: 24-0737 **Meeting Date:** 11/6/2024

District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: This contract establishes a provider network by categorizing the various levels of services to afford an opportunity for multiple providers to engage within our continuum of care.

Scope of Work: To increase access to behavioral health services, establish a County-wide provider network, and strengthen the experience of clients seeking behavioral health services from Fulton County. Services will include a full array of mental health & substance use disorder treatment for children, adolescents, and adults, evidenced based, outcome driven with the ability to deliver culturally competent care to all County residents. Based on Fulton County's population, services should include considerations for special populations, including individuals who are unsheltered, Veterans, justice-involved, incarcerated, and youth. In addition to these critical services, the County desires to drive effective care coordination across its contracted network of providers, with a particular focus on individuals demonstrating elevated risk and/or transitioning between challenging environments

Community Impact: Provide community mental health and substance abuse services to individuals within Fulton County

Department Recommendation: Recommend the approval.

Project Implications: None

Community Issues/Concerns: None

Department Issues/Concerns: None

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0827	11/02/2022	$4,170,754.27
1st Renewal	23-0946	12/20/2023	$4,208,688.44
2nd Renewal			**$4,208,688.44**
Total Revised Amount			$12,588,131.15

(A) River Edge Behavioral Health Community Service Board
(B) Chris 180, Inc

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0827	11/02/2022	$3,587,901.04
1st Renewal	23-0946	12/20/2023	$3,587,901.04
2nd Renewal			**$4,862,424.68**
Total Revised Amount			$12,038,226.76

(C) The Summit Counseling Center, Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0827	11/02/2022	$924,054.53
1st Renewal	23-0946	12/20/2023	$924,054.53
2nd Renewal			**$988,738.35**
Total Revised Amount			$2,836,847.41

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0827	11/02/2022	$2,969,430.00
1st Renewal	23-0946	12/20/2023	$2,969,430.00
2nd Renewal			**$3,177,290.10**
Total Revised Amount			$2,836,847.41

(D) Grady Memorial Hospital d/b/a Grady Health System (Grady)

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0827	11/02/2022	$800,000.00
1st Renewal	23-0946	12/20/2023	$800,000.00
2nd Renewal			**$800,000.00**
Total Revised Amount			$2,400,00.00

(E) Health Connect America (HCA) d/b/a Georgia Hope

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0827	11/02/2022	$935,113.96
1st Renewal	23-0946	12/20/2023	$873,336.96
2nd Renewal			**$934,470.55**
Total Revised Amount			$2,742,921.47

(F) Step Up on Second Street, Inc.

Contract & Compliance Information

Contract Value: $13,658,597.12

(A)
Contract Value: $4,208,688.44
Prime Vendor: River Edge Behavioral Health Community Service Board
Prime Status: *Georgia Community Service Board - Tier 1 Provider (O.C.G.A. §37-2-6)
Location: Macon, Georgia
County: Bibb County
Prime Value: $4,208,688.44 or 100.00%

(B)
Contract Value: $3,549,409.68
Prime Vendor: Chris 180, Inc.
Prime Status: Non-Profit
Location: Atlanta, Georgia
County: Fulton County
Prime Value: $3,549,409.68 or 100.00%

(C)
Contract Value: $988,738.35,
Prime Vendor: The Summit Counseling Center, Inc.
Prime Status: Non-Profit
Location: Johns Creek, Georgia
County: Fulton County
Prime Value: $988,738.35 or 100.00%

(D)
Contract Value: $3,177,290.10
Prime Vendor: Grady Memorial Hospital d/b/a Grady Health System
Prime Status: *Georgia Community Service Board - Tier 2+ Provider (O.C.G.A. §37-2-6)
Location: Atlanta, Georgia
County: Fulton County
Prime Value: $3,177,290.10 or 100.00

(E)
Contract Value: **$800,000.00**
Prime Vendor: **Health Connect America (HCA) d/b/a Georgia Hope**
Prime Status: **Georgia Community Service Board - Tier 2+ Provider (O.C.G.A. §37-2-6)**
Location: **Woodstock, Georgia**
County: **Cherokee County**
Prime Value: **$800,000.00 or 100.00%**

(F)
Contract Value: **$934,470.55**
Prime Vendor: **Step Up on Second Street, Inc.**
Prime Status: **Non-Profit**
Location: **Decatur, Georgia**
County: **Dekalb County**
Prime Value: **$$934,470.55 or 100.00%**

Grand Contract Value: **$13,658,597.12 or 100.00%**

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

Exhibit 1: Contract Renewal Agreements
Exhibit 2: Contractor's Performance Reports
Exhibit 3: Contract Renewal Evaluation Form

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

Ashley Edwards, Executive Assistant, Behavioral Health & Developmental Disabilities, 404-316-4901

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$13,387,253.80
Previous Adjustments:	$13,363,410.93
This Request:	$13,658,597.12
TOTAL:	$40,409,261.85

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

100-755-8231-1160: General, BHDD, Professional Services

Funding Line 2:

461-755-PS24-1160: Grants, BHDD, Professional Services

Key Contract Terms	
Start Date: 1/1/2025	**End Date:** 12/31/2024
Cost Adjustment:	**Renewal/Extension Terms**: Seven renewal options remai

Overall Contractor Performance Rating:

(A) River Edge Behavioral Health Community Service Board	79
(B) Chris 180, Inc.	69
(C) The Summit Counseling Center	79
(D) Grady Health System	78
(E) Health Connect America(HCA) dba Georgia Hope	54
(F) Step up on Second Street, Inc.	88

Would you select/recommend this vendor again?
Yes

Report Period Start: **4/1/2024**
Report Period End: **6/30/2024**

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Behavioral Health, Developmental Disabilities & Addictive

BID/RFP NUMBER: 22RFP038A-CJC(A)

BID/RFP TITLE: Behavioral Health Network

ORIGINAL APPROVAL DATE: November 2, 2022

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

RENEWAL OPTION #: 2 OF 9

NUMBER OF RENEWAL OPTIONS: 9

RENEWAL AMOUNT: $4,208,688.44

COMPANY'S NAME: River Edge Behavioral Health

ADDRESS: 175 Emery Highway

CITY: Macon

STATE: GA

ZIP: 31217

This Renewal Agreement No. 2 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	RIVER EDGE BEHAVIORAL HEALTH
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Cass Hatcher** **Chief Executive Officer**
ATTEST:	**ATTEST:**
Tonya R. Grier **Clerk to the Commission**	**Secretary/** **Assistant Secretary**
(Affix County Seal)	**(Affix Corporate Seal)**
AUTHORIZATION OF RENEWAL:	**ATTEST:**
LaTrina Foster, Director **Behavioral Health, Developmental Disabilities & Addictive**	**Notary Public** **County:_____** **Commission Expires: _____** **(Affix Notary Seal)**

ITEM#:_____RCS:_____ **REGULAR MEETING**	**ITEM#:_____RM:_____** **SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E3
Project	Fulton County Behavioral Health Network
Project Number	22RFP038A-CJC (A)
Supplier	River Edge Behavioral Health
Supplier Project Contact	River Edge Behavioral Health (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	09/17/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	09/17/2024 11:01 AM EDT
Completion Date	09/17/2024 11:01 AM EDT
Evaluation Score	79

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT **14/20**

Rating

Satisfactory: Project Management. Acceptable understanding of project objectives, risks and Contract requirements with some direction required from the User Department.

Comments Vendor provides services for CORE, MMC, DUI, PSH and MAI. The provider is on target to meet the client served KPI and respond well to inquires and make adjustments for the clients. For the MMC the agency struggles to meet the service provision as requested by the courts. For DUI, the provider does well with making adjustments and meets the needs of the court. for PSH, the provider delivers excellent service. For MAI, the provider has struggled to retain a therapist thus limiting their reach for service provision.

SCHEDULE **14/20**

Rating

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

Comments CORE services are on schedule to meet their KPI for # of clients served. PSH is on track to meet KPI of clients served. MMC is not on track. DUI are on track. For MAI the vendor is off track

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 Vendor submits, reports and org charts on time, however their reports contains a number of errors. For CORE, DUI and PSH services clients are pleased with the services overall. For MMC clients are not please with the services overall and the vendor struggles to garner consistent feedback from clients. For MAI vendors conversion rate needs improvement

COMMUNICATIONS AND CO-OPERATION **17/20**

Rating

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

Comments As an agency the vendor is very accommodating, flexible and responds well to request. The vendor needs to be more proactive in their outreach efforts, however the vendor actively participates in events as requested by BHDD. Clients are pleased overall with services being provided. The MMC team however needs improvement in meeting the request of the courts.

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 Vendor resolves issues in a timely manner and reports incidents and risks in a timely manner and follows up to ensure they have been remedied

GENERAL COMMENTS

Comments Overall the vendor provides quality services and are a great partner.

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Behavioral Health & Developmental Disabilities

BID/RFP NUMBER: 22RFP038A-CJC(B)

BID/RFP TITLE: Fulton County Behavioral Health Network

ORIGINAL APPROVAL DATE: November 2, 2022

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

RENEWAL OPTION #: 2 OF 9

NUMBER OF RENEWAL OPTIONS: 9

RENEWAL AMOUNT: $3,549,409.68

COMPANY'S NAME: CHRIS 180, Inc.

ADDRESS: 1030 Fayetteville Road SE

CITY: Atlanta

STATE: GA

ZIP: 30316

This Renewal Agreement No. 2 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	**CHRIS180, INC.**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Kathy Colbenson** **Chief Executive Officer**
ATTEST:	**ATTEST:**
Tonya R. Grier **Clerk to the Commission**	**Secretary/** **Assistant Secretary**
(Affix County Seal)	**(Affix Corporate Seal)**
AUTHORIZATION OF RENEWAL:	**ATTEST:**
LaTrina Foster, Director **Department of Behavioral Health &** **Developmental Disabilities**	**Notary Public** **County:_____** **Commission Expires: _____** **(Affix Notary Seal)**

ITEM#:_____RM:_____ **REGULAR MEETING**	**ITEM#:_____2nd RM:_____** **SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E3
Project	Fulton County Behavioral Health Network
Project Number	22RFP038A-CJC(B)
Supplier	CHRIS180
Supplier Project Contact	Dr Anne Cornell (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/03/2024 to 07/02/2024
Effective Date	09/17/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	09/17/2024 03:46 PM EDT
Completion Date	09/17/2024 03:46 PM EDT
Evaluation Score	69

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 **10/20**

Rating

Needs Improvement: Many issues with Project Management that negatively impacted scope, schedule, quality and/or budget; corrective action slow. Understanding of project objectives, risks and Contract requirements was lacking and required some intervention by the User Department. Risks/Issues were communicated late to the User Department.

Comments This vendor provides services to C&A CORE at Adamsville and North, school-based therapy, the Clubhouse for Youth grant, Text4Help, and Re-Entry. In the CORE program, the provider has struggled to maintain an adequate client census and retain staff, affecting the consistent delivery of quality services as outlined in the contract. Additionally, the provider experienced a client backlog and had difficulty reducing it through network referrals. The Re-Entry program faces challenges in offering a comprehensive range of services and has low conversion and retention rates. The Clubhouse experienced a disruption in services after a change in management in July and School-based therapy experienced the departure of their VP, though other staff have stepped up to maintain operations..

SCHEDULE **14/20**

Rating

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

Comments C&A CORE and Re-Entry are not on track to meet their client targets. In contrast, the Clubhouse and school-based therapy programs are meeting their client goals. However, Text4Help is not being utilized effectively by the students.

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 The quality of reports requires improvement. Earlier this year, the vendor switched EMR systems, but the data transfer process was not smooth, resulting in inaccurate data reporting. Additionally, the vendor struggles to collect surveys, making it difficult to accurately assess customer feedback. Assessing the impact of services is challenging due to data errors and the low number of client surveys providing feedback.

COMMUNICATIONS AND CO-OPERATION **17/20**

Rating

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

Comments The vendor is responsive to requests from BHDD and demonstrates creativity in meeting the needs of End Users. They are proactive in marketing and outreach efforts and actively participate in BHDD events.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS **14/20**

Rating

Satisfactory: Issues of compliance with Contract documents were resolved in a timely manner to the the User Department's satisfaction.

Comments The vendor experienced high-level turnover, which impacted leadership roles responsible for overseeing contractor compliance. However, some programs managed to maintain quality services during this period.

GENERAL COMMENTS

Comments The agency experienced staff turnover and a migration to a new EMR system this year, which has contributed to overall struggles.

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Behavioral Health & Developmental Disabilities

BID/RFP NUMBER: 22RFP038A-CJC (C)

BID/RFP TITLE: Behavioral Health Network

ORIGINAL APPROVAL DATE: November 2, 2022

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

RENEWAL OPTION #: 2 OF 9

NUMBER OF RENEWAL OPTIONS: 9

RENEWAL AMOUNT: $988,738.35

COMPANY'S NAME: The Summit Counseling Center

ADDRESS: 2750 Old Alabama Road

CITY: Johns Creek

STATE: GA

ZIP: 30022

This Renewal Agreement No. 2 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	THE SUMMIT COUNSELING CENTER
Robert L. Pitts, Chairman Fulton County Board of Commissioner	David M. Smith, LPC, CPCS Executive Director
ATTEST:	ATTEST:
Tonya R. Grier Clerk to the Commission	Secretary/Assistant Secretary
(Affix County Seal)	(Affix Corporate Seal)
AUTHORIZATION OF RENEWAL:	ATTEST:
LaTrina Forster, Director Department of Behavioral Health & Developmental Disabilities	Notary Public
	County:_____
	Commission Expires: _____
	(Affix Notary Seal)

ITEM#:_____RCS:_____ REGULAR MEETING	ITEM#:_____RM:_____ SECOND REGULAR MEETING

CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E3
Project	Fulton County Behavioral Health Network
Project Number	22RFP038A-CJC (C)
Supplier	The Summit Counseling Center
Supplier Project Contact	David Smith (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	09/23/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	09/23/2024 04:31 PM EDT
Completion Date	09/23/2024 04:31 PM EDT
Evaluation Score	79

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT **17/20**

Rating

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

Comments The contract management and program management staff are knowledgeable, professional and keenly aware of the importance of the contract. Objectives are clearly defined and goals are tracked via the contract's webform platform. Based upon the number of students receiving school-based therapy, the program is expected to exceed the number of students detailed in the contract.

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 Based upon the goals for this funding cycle, projected milestones indicate that the number of students enrolled for therapy will surpass the original number in the contract for this year if the trends continue. Due to the growth in the number of students, more therapists have been hired along with implementation of services with a graduate intern for a period.

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 Reports are typically completed and entered during appropriate times without delays. During the times there may have been delays was due to staff changes and/or additional training on the webform platform.
Due to the low number of customer satisfaction surveys that are completed and submitted, it's hard to determine the level of satisfaction from the parents/caregivers of the students being served under the program.

COMMUNICATIONS AND CO-OPERATION **17/20**

Rating

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

Comments The staff at Summit Counseling are always cooperative and responsive to any questions or concerns that need to be addressed. BHDD typically will receive a response within 24 hours of receiving a request from the team. If a question or concern arises from Summit's end, they will reach out to BHDD and follow up until the issue is resolved.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS **14/20**

Rating

Satisfactory: Issues of compliance with Contract documents were resolved in a timely manner to the the User Department's satisfaction.

Comments There are no major issues with contract compliance and if any arise, they are resolved quickly. Under contract compliance, there should always be coverage of each school within the contract with a therapist or therapists. There should be a back- up plan for coverage upon staff turnover at all times.

GENERAL COMMENTS

Comments Summit Counseling continues to provide excellent services to students under the BHDD contract to 28 schools in the Fulton County District. The contract is well monitored and issues are resolved almost immediately as they are identified.

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Behavioral Health, & Developmental Disabilities

BID/RFP NUMBER: 22RFP038A-CJC(D)

BID/RFP TITLE: Fulton County Behavioral Health Network

ORIGINAL APPROVAL DATE: November 2, 2022

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

RENEWAL OPTION #: 2 OF 9

NUMBER OF RENEWAL OPTIONS: 9

RENEWAL AMOUNT: $3,177,290.10

COMPANY'S NAME: Grady Health System

ADDRESS: 80 Jesse Hill Jr. Drive

CITY: Atlanta

STATE: GA

ZIP: 30307

This Renewal Agreement No. 2 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	**GRADY HEALTH SYSTEM**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**John M. Haupert** **Chief Executive Officer**
ATTEST:	**ATTEST:**
Tonya R. Grier **Clerk to the Commission**	**Secretary/** **Assistant Secretary**
(Affix County Seal)	**(Affix Corporate Seal)**
AUTHORIZATION OF RENEWAL:	**ATTEST:**
LaTrina Foster, Director **Department of Behavioral Health &** **Developmental Disabilities**	**Notary Public** **County:_____** **Commission Expires: _____** **(Affix Notary Seal)**

ITEM#:_____RM:_____ **REGULAR MEETING**	**ITEM#:_____2nd RM:_____** **SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E3
Project	Fulton County Behavioral Health Network
Project Number	22RFP038A-CJC (D)
Supplier	Grady Health System
Supplier Project Contact	David G Noble (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	09/17/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	09/17/2024 11:31 AM EDT
Completion Date	09/17/2024 11:31 AM EDT
Evaluation Score	78

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT **17/20**

Rating

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

Comments The vendor provides services for Adult CORE (north & south) , SRU and Re-Entry. For CORE services they have excellent performance and understand the contract deliverables, ask for assistance when needed. For SRU the services are satisfactory, the vendor should hire an additional staff member to cover the workload. For Re-Entry services, which is subcontracted out to Women on the Rise, the overall service provision is excellent.

SCHEDULE **10/20**

Rating

Needs Improvement: Schedule slippage but some effort made by Consultant to achieve timelines. Minor issues with monitoring and forecasting.

Comments For CORE services the vendor is not on track to meet the KPI for # of clients met. Vendor could benefit from a data analysis monthly to ensure they are on track to meet the numbers as outlined in the contract. For SRU, the vendor is not on track to meet their target. For Re-Entry services the vendor is on target to meet the goal of clients met.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES **17/20**

Rating

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

Comments The clients are pleased with the service provided by this vendor. They meet and surpass the benchmark of 80%. Vendor makes adjustments to ensure clients are receiving services. The impact of the CORE and Re-Entry services are positive in the lives of clients. However, vendor for Re-Entry and North Fulton services, the number of CSS could improve. The vendor submits their reports on time however it does contain errors. The vendor could benefit from a thorough review of data reports prior to submission.

COMMUNICATIONS AND CO-OPERATION **17/20**

Rating

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

Comments Vendor is very cooperative, flexible and accommodating. Vendor participates in BHDD events. Vendor could be proactive in initiating vendor provider events to showcase and highlight the FCBHN.

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 Vendor does well at submitting incident reports, that the issue is addressed and reconciled to disposition.

GENERAL COMMENTS

Comments Provider is very apt at overall contract adherence and is a great partner.

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Behavioral Health, & Developmental Disabilities

BID/RFP NUMBER: 22RFP038A-CJC(E)

BID/RFP TITLE: Fulton County Behavioral Health Network

ORIGINAL APPROVAL DATE: November 2, 2022

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

RENEWAL OPTION #: 2 OF 9

NUMBER OF RENEWAL OPTIONS: 9

RENEWAL AMOUNT: $800,000.00

COMPANY'S NAME: Health Connect America (HCA) dba Georgia Hope

ADDRESS: 508 Autumn Springs Court, Suite 2A

CITY: Franklin

STATE: TN

ZIP: 37067

This Renewal Agreement No. 2 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	**HEALTH CONNECT AMERICA (HCA) D/B/A GEORGIA HOPE**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Nikki Raymond** **Chief Executive Officer**
ATTEST:	**ATTEST:**
Tonya R. Grier **Clerk to the Commission**	**Secretary/** **Assistant Secretary**
(Affix County Seal)	**(Affix Corporate Seal)**
AUTHORIZATION OF RENEWAL:	**ATTEST:**
LaTrina Foster, Director **Department of Behavioral Health & Developmental Disabilities**	**Notary Public** **County:_____** **Commission Expires: _____** **(Affix Notary Seal)**

ITEM#:_____RM:_____ **REGULAR MEETING**	**ITEM#:_____2nd RM:_____** **SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E3
Project	Fulton County Behavioral Health Network
Project Number	22RFP038A-CJC(E)
Supplier	Health Connect America
Supplier Project Contact	Patricia Mowry (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/03/2024 to 07/02/2024
Effective Date	09/23/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	09/23/2024 04:18 PM EDT
Completion Date	09/23/2024 04:18 PM EDT
Evaluation Score	54

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 **10/20**

Rating

Needs Improvement: Many issues with Project Management that negatively impacted scope, schedule, quality and/or budget; corrective action slow. Understanding of project objectives, risks and Contract requirements was lacking and required some intervention by the User Department. Risks/Issues were communicated late to the User Department.

Comments There are issues with service encounters not being entered into the correct system, due to a communication glitch between the parent company and service providers. The agency also struggles with outreach efforts, which limits the ability to attract additional clients. Year-to-date, the vendor's client service numbers are significantly below target. Additionally, the vendor has difficulty obtaining surveys from consumers.

SCHEDULE **10/20**

Rating

Needs Improvement: Schedule slippage but some effort made by Consultant to achieve timelines. Minor issues with monitoring and forecasting.

Comments The vendor is not on target and the probability of them making that target is extremely low. Vendor needs to review data monthly to keep track of KPIs that are outlined in the contract.

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 The vendor has an issue with data collection and submitted reports with erroneous data. Vendor needs to track their data on a consistent basis.

COMMUNICATIONS AND CO-OPERATION **14/20**

Rating

Satisfactory: Satisfactory response to the User Department's requests and changes; Consultant involved in developing solutions and ensures prompt and appropriate action.

Comments The vendor is not very proactive and has to be guided often by BHDD. Despite consistent support by BHDD the vendor does not have a definitive plan to increase clients.

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 The vendor has not been entering their data into Carelogic and the staff was unaware that they were supposed to be submitting the data to the State.

GENERAL COMMENTS

Comments There needs to be more communication between corporate and the team on the ground to ensure consistency, updates, and cohesive operations

Performance Evaluation Details

ID	E3
Project	Fulton County Behavioral Health Network
Project Number	22RFP038A-CJC (F)
Supplier	Step Up on Second Street, Inc.
Supplier Project Contact	Sharon Collins (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	09/23/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	09/23/2024 04:28 PM EDT
Completion Date	09/23/2024 04:28 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 The vendor does a wonderful job of understanding and executing the services outlined in the contract

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 vendor is on track with onboarding new developments but could improve in maintaining housing for clients and minimizing turnover

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 Vendor submits reports on time with minimal errors, if any.

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 Vendor is great with communicating with BHDD and the End Users

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 The vendor is proactive in mitigating risks by providing consistent training for staff.

GENERAL COMMENTS

Comments Great partner

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Behavioral Health and Developmental Disabilities

BID/RFP# NUMBER: 22RFP038A-CJC(F)

BID/RFP# TITLE: Fulton County Behavioral Health Network

ORIGINAL APPROVAL DATE: November 2, 2022

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

RENEWAL OPTION #: 2 OF 9

NUMBER OF RENEWAL OPTIONS: 9

RENEWAL AMOUNT: $934,470.55

COMPANY'S NAME: Step Up on Second Street, Inc.

ADDRESS: 1989 Williamsburg Drive, Suite D

CITY: Decatur

STATE: GA

ZIP: 30303

This Renewal Agreement No. 2 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:

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	**STEP UP ON SECOND STREET, INC.**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Tod Lipka** **CEO and President**
ATTEST:	**ATTEST:**
Tonya R. Grier **Clerk to the Commission**	**Secretary/** **Assistant Secretary**
(Affix County Seal)	**(Affix Corporate Seal)**
AUTHORIZATION OF RENEWAL:	**ATTEST:**
LaTrina Foster, Director **Department of Behavioral Health & Developmental Disabilities**	**Notary Public** **County:_____** **Commission Expires: _____** **(Affix Notary Seal)**

ITEM#:_____RCS:_____ **RECESS MEETING**	**ITEM#:_____RM:_____** **REGULAR MEETING**

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	**October 3, 2024**
Department:	BHDD
Contract Number:	22RFP038A- CJC
Contract Title:	Fulton County Behavioral Health Network

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.**

   Competitively procured via Request for Proposal process and after receiving proposals from all Proposers, each proposal was reviewed and evaluated based on their technical and cost proposal. Contracts were awarded to the top ranked proposer(inclusive of technical and cost) for each category.

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:

☐ **Market Survey of other jurisdictions:**

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	☐ **Yes** ☐ **No**

Are they aware of a reduction in pricing in this industry?	☐ Yes ☐ No
How does pricing compare to Fulton County's award contract?	Click here to enter text.

Explanation / Notes:

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

Based upon previous contract and a cost-of-living estimate in the market

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

$4,170,754.27

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:

Increase in cost for renewal is related to an increase in the number of clients served.

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 by consulting agency in 2017 by Ernst and Young.

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

Behavioral Health services will cease to exist at its current level within Fulton County.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0738 **Meeting Date:** 11/6/2024

Department
Senior Services

Requested Action
Request approval to renew an existing contract - Senior Services, 21RFP000027A-CJC, Senior Transportation Services in an amount not to exceed $7,186,827.03 with Transdev, Incorporated (East Point, GA) to provide transportation services for Senior Services and Behavioral Health programs. This is the third of four renewal options. One renewal option remains. Effective January 1, 2025 through December 31, 2025.

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: The services provided under this contract support two (2) Fulton County Departments: Senior Services and Behavioral Health & Developmental Disabilities. This renewal request aligns with Year 4, Third Renewal Term contract amount in accordance with Article 10, Compensation of the executed contract. The amount includes the anticipated grant funds to support these services.

Scope of Work: 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
1st Renewal	22-0929	12/21/2022	$6,386,735.47
2nd Renewal	23-0909	12/20/2023	$6,780,913.83
3rd Renewal			**$7,186,827.03**
Total Revised Amount			$26,641,801.01

Contract Value: **$7,186,827.03**

Prime Vendor: **Transdev, Incorporated**
Prime Status: **Non-Minority**
Location: **Lombardi, IL**

County: DuPage County
Prime Value: $6,489,704.81 or 90.30%

Subcontractor: Vectour Transportation Group
Subcontractor Status: African American Male Business Enterprise
Location: Atlanta, GA
County: Fulton County
Subcontractor Value: $51,026.47 or 0.71%

Subcontractor: Banneker Energy
Subcontractor Status: African American Male Business Enterprise
Location: Duluth, GA
County: Gwinnett County
Subcontractor Value: $619,504.49 or 8.62%
Subcontractor: Blue Goose Uniforms, Inc.
Subcontractor Status: African American Male Business Enterprise
Location: Atlanta, GA
County: Fulton County
Subcontractor Value: $8,624.19 or 0.12%

Subcontractor: TWD, Inc.
Subcontractor Status: African American Male Business Enterprise
Location: Atlanta, GA
County: Fulton County
Subcontractor Value: $17,967.07 or 0.25%

Total Contract Value: $7,186,827.03 or 100.00%
Total Certified Value $697,122.22 or 9.70%

Exhibits Attached

Exhibit 1: Performance Evaluation
Exhibit 2: Contractor Renewal Evaluation Form
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 Amount:	$6,287,324.68
Previous Adjustments:	$13,167,649.30
This Request:	$7,186,827.03
TOTAL:	$26,641,801.01

Grant Information Summary

Amount Requested:	$317,524.57	☐	Cash
Match Required:	$19,651.76	☐	In-Kind
Start Date:	July 1, 2024	☐	Approval to Award
End Date:	June 30, 2025	☐	Apply & Accept
Match Account $:	100-183-183W-1567		

Grant Information Summary

Amount Requested:	$317,524.57	☐	Cash
Match Required:	$19,651.76	☐	In-Kind
Start Date:	July 1, 2024	☐	Approval to Award
End Date:	June 30, 2025	☐	Apply & Accept
Match Account $:	100-183-183W-1567		

Grant Information Summary

Amount Requested:	$354,454.67	☐	Cash
Match Required:	$15,954.04	☐	In-Kind
Start Date:	July 1, 2024	☐	Approval to Award
End Date:	June 30, 2025	☐	Apply & Accept
Match Account $:	100-183-183W-1567		

Grant Information Summary

Amount Requested:	$100,000.00	☐	Cash
Match Required:	$15,954.04	☐	In-Kind
Start Date:	July 1, 2025	☐	Approval to Award
End Date:	June 30, 2026	☐	Apply & Accept
Match Account $:	100-183-183W-1567		

Agenda Item No.: 24-0738 **Meeting Date:** 11/6/2024

Fiscal Impact / Funding Source

Funding Line 1:

100-183-183W-1183: General, Senior Services, Transportation Services - $6,097,323.22 (Pending BOC approval of the FY2025 Adopted Budget)

Funding Line 2:

461-183-TR25-1160: Grants, Senior Services, Professional Services - $317,524.57

Funding Line 3:

461-183-AR25-1160: Grants, Senior Services, Professional Services - $354,454.67

Funding Line 4:

461-183-TR26-1160: Grants, Senior Services, Professional Services - $317,524.57

Funding Line 5:

461-183-AR26-1160: Grants, Senior Services, Professional Services - $100,000.00

Key Contract Terms	
Start Date: 1/1/2025	**End Date:** 12/31/2025
Cost Adjustment: Click here to enter text.	**Renewal/Extension Terms**: One renewal option remains

Overall Contractor Performance Rating: 75

Would you select/recommend this vendor again?
Yes

Report Period Start:
7/1/2024

Report Period End:
9/30/2024

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*

Contract Renewal Evaluation Form

Date:	**October 13, 2024**
Department:	Department of Senior Services
Contract Number:	21RFP000027A-CJC
Contract Title:	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 has made efforts to identify costs savings related to fueling and facility for the Transdev fleet. Fulton County does not have available real estate to support the fleet; however, the Department is working with the Department of Real Estate Asset Management to utilize County fueling stations. An analysis of FY23 invoicing and fuel line item is currently being conducted to determine actual savings.

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:

Gwinnett County Transit (GCT) : Gwinnett County offers many programs to provide transportation options for seniors and individuals that cannot access the fixed route system.

• Half Fare is a program available on the fixed route local services for any person over the age of 65, a person with a disability or a Medicare card holder.

• shared-ride program of Gwinnett County Transit, providing origin-to-destination (curb-to-curb) service to eligible persons with disabilities. This service is complementary to Gwinnett County's local fixed-route service in accordance with the Americans with Disabilities Act of 1990.

Broward County Paratransit TOPS is door-to-door paratransit service. TOPS is a shared ride service and operates in comparison to a fixed bus route system (excluding express bus service and commuter rail service)

* ADA Paratransit trips shall not exceed twice the fare that would be charged to an individual paying full fare on fixed route up to a maximum of $3.50 (subject to change).

* One-way fare per trip for honorably discharged veterans to VA clinics is $1.75 (subject to change).

* Riders going to/from designated nutrition sites for nutrition purposes only do not pay a fare.

☐ **Market Survey of other jurisdictions:**

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

Explanation / Notes:

Click here to enter text.

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

Click here to enter text.

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

   $4,726,176.76 – general

   $2,457,844.66 - grant

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?**

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 RENEWAL AGREEMENT

DEPARTMENT: Senior Services

BID/RFP NUMBER: 21RFP000027A-CJC

BID/RFP TITLE: Senior Transportation Services

ORIGINAL APPROVAL DATE: June 15, 2022

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

RENEWAL OPTION #: 3 OF 4

NUMBER OF RENEWAL OPTIONS: 4

RENEWAL AMOUNT: $7,186,827.03

COMPANY'S NAME: Transdev Services, Inc.

ADDRESS: 720 E. Butterfield Rd. Suite 300

CITY: Lombard

STATE: IL

ZIP: 60148

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	**TRANSDEV SERVICES, 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 Onyilogwu, Director **Department of Senior Services**	**Notary Public**
	County:_____
	Commission Expires: _____
	(Affix Notary Seal)

ITEM#: _____ RM: _____ **REGULAR MEETING**	**ITEM#: _____ 2ND RM: _____** **SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0739 **Meeting Date:** 11/6/2024

Department
Senior Services

Requested Action
Request approval to renew an existing contract - Department of Senior Services 23RFP137278A-CJC, Comprehensive Nutrition Care in an amount not to exceed $2,754,104.58 with Open Hand Atlanta (Atlanta, GA) to provide congregate and home delivered meals, meal delivery, nutrition education and nutrition counseling for Fulton County residents aged 60 and above. This action exercises the second of four renewal options. Two renewal options remain. Effective dates January 1, 2025 through December 31, 2025.

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

Scope of Work: The Department of Senior Services is the County based agency designated to provide Older Americans Act services within Fulton County. The department is responsible for the planning and coordination of home and community-based services that enable senior residents to age in place. The contract will cover the preparation and delivery of congregate meals to

Neighborhood Senior Centers, Home Delivered Meals to the homes of seniors, nutrition education and counseling at Neighborhood Senior Centers and community outreach which entails nutrition education material for home delivered meals participants.

Community Impact: The approval of this contract will ensure that meals are provided to eligible Fulton County seniors. If the contract is not approved, there will be seniors within Fulton County who will face food insecurity.

Department Recommendation: The Department recommends approval.

Project Implications: This contract enables Fulton County and the department to provide comprehensive nutrition care and nutritionally balanced meals to eligible seniors.

Community Issues/Concerns: If not renewed, over 1,000 eligible seniors will face food insecurity.

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

Contract Modification

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Award Amount	23-0199	3/15/2023	$1,727,156.58
Increase Spending Authority	23-0460	7/12/2023	$1,134,963.80
1st Renewal	23-0820	11/15/2023	$2,628,672.92
2nd Renewal			$2,754,104.58
Total Revised Amount			$8,244,897.88

Contract & Compliance Information

Contract Value: **$2,754,104.58**
Prime Contractor: **Open Hands**
Prime Status: **Non-Profit**
Location: **Atlanta, GA**
County: **Fulton County**

Prime Value: **$2,754,104.58 or 87.28%**

Subcontractor: **Senior Services North Fulton**
Subcontractor Status: **Non-Profit**
Location: **Alpharetta, GA**
County: **Fulton County**
Contract Value: **$148,997.06 or 5.41%**

Agenda Item No.: 24-0739 **Meeting Date:** 11/6/2024

Subcontractor:	**Senior Services South Fulton**
Subcontractor Status:	**Non-Profit**
Location:	**College, GA 30338**
County:	**Fulton County**
Contract Value:	**$201,325.04 or 7.31%**
Total Contract Value:	**$2,754,104.58 or 100.00%**
Total Certified Value:	**Non-Profit**

Exhibits Attached

Exhibit 1: Contractor Performance Report
Exhibit 2: Contractor Renewal Evaluation
Exhibit 3: Contract Renewal Form

Contact Information

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$1,727,156.58
Previous Adjustments:	$3,763,636.72
This Request:	$2,754,104.58
TOTAL:	$8,244,897.88

Grant Information Summary

Amount Requested:	$2,115,203.58	☐	Cash
Match Required:		☐	In-Kind
Start Date:	July 1, 2024	☐	Approval to Award
End Date:	June 30, 2025	☐	Apply & Accept
Match Account $:			

Fiscal Impact / Funding Source

Funding Line 1:

100-183-18HM-1160: General, Senior Services, Professional Services, $558,901.00 (Pending BOC approval of the FY2025 Adopted Budget)

Funding Line 2:

461-183-AR25-1160, Grants, Senior Services, Professional Services, $1,057,601.79

Funding Line 3:

461-183-AR26-1160, Grants, Senior Services, Professional Services, $1,057,601.79

Funding Line 4:

100-183-183O-1154, General, Senior Services, Professional Services, $20,000 (Pending BOC approval of the FY2025 Adopted Budget)

Funding Line 5:

100-183-183P-1154, General, Senior Services, Professional Services, $20,000 (Pending BOC approval of the FY2025 Adopted Budget)

Funding Line 6:

100-183-183Q-1154, General, Senior Services, Professional Services, $20,000 (Pending BOC approval of the FY2025 Adopted Budget)

Funding Line 7:

100-183-183R-1154, General, Senior Services, Professional Services, $20,000 (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**: Two renewal options remain

Overall Contractor Performance Rating: 88

Would you select/recommend this vendor again?
Yes

Agenda Item No.: 24-0739 **Meeting Date:** 11/6/2024

Report Period Start:
7/1/2024

Report Period End:
9/30/2024

Performance Evaluation Details

ID	E6
Project	Comprehensive Nutrition Services
Project Number	23RFP137278A-CJC
Supplier	Open Hand Atlanta, Inc.
Supplier Project Contact	Nathan Kerce (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	07/01/2024 to 09/30/2024
Effective Date	10/04/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	10/04/2024 01:23 PM EDT
Completion Date	10/04/2024 01:23 PM EDT
Evaluation Score	88

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

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

QUALITY OF PRODUCT OR SERVICE **17/20**

Rating

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

Comments *Not Specified*

TIMELINESS OF PERFORMANCE **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 **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 13, 2024**
Department:	Department of Senior Services
Contract Number:	21RFP137278A-CJC
Contract Title:	Comprehensive Nutrition Care

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 did reorganize the dissemination of Home Delivered Meals by contracting this service with one Provider, Open Hand Atlanta. This action has brought more cost control and more efficient delivery of meals and coordination of volunteers to keep the cost low.

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:	**12.75**
Different features / Conditions:	Click here to enter text.
Percent difference between internet price and renewal price:	Click here to enter text.

Explanation / Notes:

The average costs for a meal is $7.40 through the Department of Senior Services. Other municipalities assess a sliding scale fee for Meal Delivery. In Tennessee, the costs is $12.75 which is twice the costs for Fulton County Government Home Delivered Meal program and there is no additional costs to the senior.

☒ **Market Survey of other jurisdictions:**

Date contacted:	October 1, 2024
Jurisdiction Name / Contact name:	**Nashville, TN**
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?	☐ **Yes** ☒ **No**
Are they aware of a reduction in pricing in this industry?	☐ **Yes** ☒ **No**
How does pricing compare to Fulton County's award contract?	**Costs is greater**

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?**

   $635,651.27 – general

   $1,508,729.10 - grant

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

Was it part of the initial contract?	☐ **Yes** ☒ **No**
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.

Explanation / Notes:

Click here to enter text.

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

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

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

The impact if the contract is not approved will result in 1000 + Fulton County Seniors not having a nutritious meal. This will also impact seniors at Neighborhood Senior Centers, who rely on the meal served during lunch. The seniors will be faced with financial hardship to get meals and in some cases physical limitations to go out and seek other meal solutions. If not approved, senior hunger will persist in Fulton County; waiting list will be futile and a lack of access could result in possible malnutrition that could lead to weakened immune system and other health risk

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Senior Services

BID/RFP NUMBER: 23RFP137278A-CJC

BID/RFP TITLE: Comprehensive Nutrition Services

ORIGINAL APPROVAL DATE: March 15, 2023

RENEWAL EFFECTIVE DATES: January 1, 2025

RENEWAL OPTION #: 2 OF 4

NUMBER OF RENEWAL OPTIONS: 4

RENEWAL AMOUNT: $2,754,104.58

COMPANY'S NAME: Open Hand Atlanta, Inc.

ADDRESS: 181 Armour Drive, NE

CITY: Atlanta

STATE: GA

ZIP: 30324

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	**Open Hand Atlanta, 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:_____	**ITEM#:_____2nd RM:_____**
REGULAR MEETING	**SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0740 **Meeting Date:** 11/6/2024

Department
Senior Services

Requested Action
Request approval to renew an existing contract - Senior Services, 23RFP137326A-CJC, Food Services Management in the amount of $1,038,226.81 with Piccadilly Holdings, LLC (Baton Rouge, LA) to provide food service management and purchasing of perishable and non-perishable food items for the four senior multipurpose facilities and three training centers. This action exercises the second of two renewal options. No renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

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

Strategic Priority Area related to this item
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 contract provides nutritional services expertise, including menu development, meal preparation, diverse recipes, nutrition analysis, staff training, and food operation standards to our four senior facility main kitchens and training centers.

Scope of Work: The contractor is responsible for daily kitchen operations management at the four senior multipurpose facilities and three training centers through oversight of the following tasks: menu

development, food procurement, food production and service, sanitation/safety, and quality control.

Community Impact: Increased quality of food, more standardized menus, and a better overall customer experience.

Department Recommendation: The Department of Senior Services recommends approval of the contract renewal.

Project Implications: More standardization of services throughout the facilities, saving in food purchases, commercial food services, culinary arts expertise, comprehensive ongoing training, implementation of standard kitchen policies, procedures, and standards of operations, inventory control, and improved cash management via the implementation of a point of sales software system.

Community Issues/Concerns: This item has no community issues/concerns.

Department Issues/Concerns: This item has no department issues/concerns.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0422	06/21/2023	$519,337.26
1st Renewal	23-0910	12/20/2023	$1,049,303.76
2nd Renewal			$1,038,226.81
Total Revised Amount			$2,606,867.83

Contract & Compliance Information

Contract Value: **$1,038,226.81**

Prime Vendor: **Piccadilly Holdings, LLC**
Prime Status: **Non-Minority**
Location: **Baton Rouge, LA**
County: **East Baton Rouge Parrish**
Prime Value: **$1,038,226.81 or 100.00%**
Subcontractor: **None**

Total Contract Value: **$1,038,226.81 or 100.00%**
Total Certified Value: **$-0-**

Exhibits Attached

Exhibit 1: Contract Renewal Evaluation Form
Exhibit 2: Contract Renewal Agreement

Exhibit 3: Performance Evaluation

Contact Information

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$519,337.26
Previous Adjustments:	1,049,303.76
This Request:	$1,038,226.81
TOTAL:	$2,606,867.83

Fiscal Impact / Funding Source

Funding Line 1:
100-183-183S-1154: General, Service Services, Food Services = $114,209.91 (Pending BOC approval of the FY2025 Adopted Budget)

Funding Line 2:
100-183-183T-1154: General, Service Services, Food Services = $227,663.65 (Pending BOC approval of the FY2025 Adopted Budget)

Funding Line 3:
100-183-183U-1154: General, Service Services, Food Services = $216,146.00 (Pending BOC approval of the FY2025 Adopted Budget)

Funding Line 4:
100-183-183V-1154: General, Service Services, Food Services = $200,367.25 (Pending BOC approval of the FY2025 Adopted Budget)

Funding Line 5:
100-183-183S-1160: General, Service Services, Professional Services = $48,768.00 (Pending BOC approval of the FY2025 Adopted Budget)

Funding Line 6:
100-183-183T-1160: General, Service Services, Professional Services = $48,768.00 (Pending BOC approval of the FY2025 Adopted Budget)

Funding Line 7:
100-183-183U-1160: General, Service Services, Professional Services = $48,768.00 (Pending BOC approval of the FY2025 Adopted Budget)

Funding Line 8:
100-183-183V-1160: General, Service Services, Professional Services = $48,768.00 (Pending BOC approval of the FY2025 Adopted Budget)

Funding Line 9:
100-755-8226-1154: General, Behavioral Health & Developmental Disabilities, Food Services = $84,768.00 (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**: renewal options remain

Overall Contractor Performance Rating: 82

Would you select/recommend this vendor again?
Yes

Report Period Start:
Click here to enter a date.

Report Period End:
Click here to enter a date.

Performance Evaluation Details

ID	E1
Project	Food Services Management
Project Number	23RFP137326A-CJC
Supplier	Piccadilly Holdings LLC
Supplier Project Contact	Keith L. Brown (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	08/01/2024 to 10/31/2024
Evaluation Type	Formal
Interview Date	10/15/2024
Expectations Meeting Date	Not Specified
Status	Draft
Evaluation Score	82

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE **17/20**

Rating

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

Comments The food purchasing power is good. There have been some challenges with training portion of the contract but we working through them with the contractor.

TIMELINESS OF PERFORMANCE **17/20**

Rating

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

Comments Due to the use of sub-contractors for the purchase of food, there can be some disruptions in the delivery of food purchased. Though delivery challenges can be impactful to our nutrition services program, it doesn't happen a lot and when it does Piccadilly works really hard to correct the problem and many times deliver the items to our location themselves.

BUSINESS RELATIONS **17/20**

Rating

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

Comments Piccadilly works hard to resolve issues when they arise. In the past, we have had challenges receiving invoices in a timely manner. However, within this last year we have seen a noticeable change for the better.

CUSTOMER SATISFACTION **17/20**

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments The communication between Piccidally and Senior Services is good. When we call, we normally are able to come to a resolution. Their customer service is solid and reliable.

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 Increasing food pricing is a challenge and finding new innovative ways of addressing it is a work in progress. Piccadilly is not solely the blame for the increase. However, having more food purchasing options may be a way to address this issue in the future.

GENERAL COMMENTS

Comments Working with Piccadilly has been good. They work hard, they address or issues, and have improved greatly on our billing. There is room for improvement and we are working through our "growning pain" challenges but I would recommend them.

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Senior Services

BID/RFP# NUMBER: 23RFP137326A-CJC

BID/RFP# TITLE: Food Services Management

ORIGINAL APPROVAL DATE: June 21, 2023

RENEWAL EFFECTIVE DATES: January 2, 2025 – December 31, 2025

RENEWAL OPTION #: 2 **OF** 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $1,038,226.81

COMPANY'S NAME: Piccadilly Holdings, LLC

ADDRESS: 13702 Coursey Blvd., Suite 7B

CITY: Baton Rouge

STATE: LA

ZIP: 70817

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA	**[INSERT COMPANY NAME]**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**[Insert name]** **[Insert title]**
ATTEST:	**ATTEST:**
Tonya R. Grier **Clerk to the Commission**	**Secretary/** **Assistant Secretary**
(Affix County Seal)	**(Affix Corporate Seal)**
AUTHORIZATION OF RENEWAL:	**ATTEST:**
[Insert Department Head Name & Title] **[Insert User Department Name]**	**Notary Public** **County:_____** **Commission Expires: _____** **(Affix Notary Seal)**

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

Contract Renewal Evaluation Form

Date:	**October 15, 2024**
Department:	HUMAN SERVICES
Contract Number:	23RFP137326A-CJC
Contract Title:	Food Services Management

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 do not serve lunch during our quarterly 3-day Facility Down week, which equates to 12 days of food not being ordered, which helps us maintain costs as they continue to rise due to inflation.

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:	
Different features / Conditions:	Click here to enter text.
Percent difference between internet price and renewal price:	Click here to enter text.

Explanation / Notes:

An RFP was issued, and responses received on March 15, 2023. Upon reviewing the responses, Piccadilly Holding LLC presented the lowest and most responsive prices. The total cost of the agreement in 2019 was $996,541.00 and increased to $1,053,479.75 (July 2023) an approximate 5% increase.

☐ **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:	**$56,938.75 (5% Increase)**
Are they aware of any new vendors?	☐ **Yes** ☒ **No**
Are they aware of a reduction in pricing in this industry?	☐ **Yes** ☒ **No**
How does pricing compare to Fulton County's award contract?	**The Contract was awarded to the lowest bidder**

Explanation / Notes:

An RFP was issued, and responses received on March 15, 2023. Upon reviewing the responses, Piccadilly Holding LLC presented the lowest and most responsive prices. The total cost of the agreement in 2019 was $996,541.00 and increased to $1,053,479.75 (July 2023) an approximate 5% increase.

☐ **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?**

   $0.00

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.**

   Senior Services does not have the in-house expertise to run a commercial kitchen which is the reason for this contract.

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

   Each of the four senior multipurpose facilities serves breakfast and lunch 5 days a week. Serving an average of over 100 meals a day within one calendar year equates to approximately 25,000 meals being served to seniors of Fulton County, many of whom need nutritious meals at a reasonable price. Without this contract it would severely impact our nutrition services and our abilities to serve nutritious meals to our senior participants.

Andre L. Gregory	October 15, 2024
Prepared by	**Date**
Ladisa Onyiliogwu	October 15, 2024
Department Head	**Date**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0741 **Meeting Date:** 11/6/2024

Department
Senior Services

Requested Action
Request approval to renew existing contracts - Department of Senior Services, 21RFQ000007A-CJC, Senior In-Home Services in an amount not to exceed $1,030,166.32 with (A) Southern Homecare Services dba Always Caring Home Care (Roswell, GA) in the amount of $540,642.91; (B) Help At Home LLC (Newnan, GA) in the amount of $115,990.92; (C) At Home Atlanta (Roswell, GA) in the amount of $216,288.76; and, (D) Trusted Hands (Stone Mountain, GA) in the amount of $157,243.73, to provide In-Home Services to eligible Fulton County seniors aged 60 and above. This action exercises the fourth of four renewal options. No renewal options remain. Effective date January 1, 2025 thru December 31, 2025.

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: These contracts provide In-home Services to eligible Fulton County seniors aged 60 and above. The program allows seniors to remain in their residence, age in place and receive services that result in a healthy, clean, and safe environment.

Agenda Item No.: 24-0741 **Meeting Date:** 11/6/2024

Scope of Work: The Department of Senior Services In-Home Service program provides services and support to seniors who have limited mobility. The service includes Homemaker services whereby contracted staff perform light, custodial work in the home. Personal Care services provide a skilled nurse to take care of the client's health by performing hygienic assistance and physical assistance. Respite care consists of a professional, certified staff who provides companionship, supervision, assistance with medication, and meal preparation. It also allows for caregivers to conduct business on behalf of the senor in or outside the home.

Community Impact: This is an intervention service and enables eligible Fulton County seniors to remain in their homes, age in place and avoid institutionalization. Caregivers are less stressful as they leave their loved one in a safe and supervised environment with a professional.

Department Recommendation: The Department recommends approval.

Project Implications: This service will provide In-Home Services to eligible Fulton County seniors aged 60 and above. The service prevents seniors from losing their home and being institutionalized in a nursing home at a higher cost.

Community Issues/Concerns: If the contract is not approved, there are community concerns regarding access to vital resources and services.

Department Issues/Concerns: If the contract is not approved, there are departmental concerns regarding the County's ability to continue to provide services and resources to the community.

Contract Modification

(A) Southern Homecare service dba Always Caring Homecare
(B) HELP AT HOME

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0572	8/04/2021	$923,197.65
1st Renewal	21-0907	11/21/2021	$906,696.26
2nd Renewal	22-0734	10/05/2022	$1,120,833.02
Amendment 1	22-0828	11/02/2022	$202,487.74
3rd Renewal	23-0912	12/06/2023	$540,642.91
Amendment 2	24-0167	03/06/2024	$68,100.00
4th Renewal			$540,642.91
Total Revised Amount			$4,302,600.49

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0572	8/04/2021	$528,876.37
1st Renewal	21-0907	11/21/2021	$99,346.00
2nd Renewal	22-0734	10/05/2022	$90,000.00
Amendment 1	22-0828	11/02/2022	$22,736.75
3rd Renewal	23-0912	12/06/2023	$115,990.92
Amendment 2	24-0167	03/06/2024	$68,100.00
4th Renewal			$115,990.92
Total Revised Amount			$1,041,040.96

(C) At Home Atlanta

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0572	8/4/2021	$131,440.44
1st Renewal	21-0907	11/21/2021	$120,000.00
2nd Renewal	22-0734	10/05/2022	$192,394.00
Amendment 1	22-0828	11/02/2022	$117,319.72
3rd Renewal	23-0912	12/06/2023	$216,288.76
Amendment 2	24-0167	03/06/2024	$45,400.00
4th Renewal			$216,288.76
Total Revised Amount			$1,039,131.68

(D) Trusted Hands

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0572	8/4/2021	$131,440.44
1st Renewal	21-0907	11/21/2021	$120,000.00
2nd Renewal	22-0734	10/05/2022	$100,000.00
Amendment 1	22-0828	11/02/2022	$19,076.00
3rd Renewal	23-0912	12/06/2023	$157,243.73
Amendment 2	24-0167	03/06/2024	$45,400.00
4th Renewal			$157,243.73
Total Revised Amount			$730,403.90

Contract & Compliance Information

Total Contract Value: **$1,030,166.32**

(A)
Contract Value: **$540,642.91**
Prime Vendor: **Southern Homecare Services dba Always Caring Homecare**
Prime Status: **Non-Minority**
Location: **Roswell, GA**
County: **Fulton County**
Prime Value: **$540,642.91 or 100.00%**

Total Contract Value: **$540,642.91 or 100.00%**
Total Certified Value: **$0.00 or 0.00%**

(B)
Contract Value: **$115,990.92**
Prime Vendor: **Help at Home, LLC**
Prime Status: **Non-Minority**
Location: **Newnan, GA**
County: **Coweta County**
Prime Value: **$115,990.92 or 100.00%**

Total Contract Value: **$115,990.92 or 100.00%**
Total Certified Value: **$0.00 or 0.00%**

(C)

Contract Value: **$216,288.76**
Prime Vendor: **At Home Atlanta, LLC**
Prime Status: **African American Male Business Enterprise**
Location: **Stone Mountain, GA**
County: **DeKalb County**
Prime Value: **$173,031.01 or 80.00%**

Subcontractor: **Epic Professional**
Subcontract Status: **African American Male Business Enterprise**
Location: **Duluth, GA**
County: **Gwinnett County**
Contract Value: **$43,257.75 or 20.00%**

Total Contract Value: **$216,288.76 or 100.00%**
Total Certified Value: **$216,288.76 or 100.00%**

(D)

Contract Value: **$157,243.73**

Prime Vendor: **Trusted Hands Senior Care**
Prime Status: **African American Female Business Enterprise**
Location: **Roswell, GA**
County: **Fulton County**
Prime Value: **$157,243.73 or 100.00%**

Total Contract Value: **$157,243.73 or 100.00%**
Total Certified Value: **$157,243.73 or 100.00%**

Grand Contact Value: **$1,030,166.10 or 100.00%**
Grand Certified Value: **$373,532.49 or 36.26%**

Exhibits Attached

Exhibit 1: Contractor Performance Reports
Exhibit 2: Contractor Renewal Evaluation
Exhibit 3: Contract Renewal Forms

Contact Information

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$1,714,954.90
Previous Adjustments:	$227,000.00
This Request:	$1,030,166.32
TOTAL:	$2,972,121.22

Grant Information Summary

Amount Requested:	$177,560.65
Match Required:	$15,000.00
Start Date:	July 1, 2024
End Date:	June 30, 2025
Match Account $:	100-183-18IS-1567

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

Fiscal Impact / Funding Source

Funding Line 1:

100-183-18IS-1160: General, Senior Services, Aging Grant Supplemental, $660,045.01 (Pending BOC approval of the FY2025 Adopted Budget)

Funding Line 2:

461-183-AR25-1160: Grants, Senior Services, Aging Grant Supplemental, $177,560.65

Funding Line 3:

461-183-AR26-1160: Grants, Senior Services, Aging Grant Supplemental, $177,560.66

Funding Line 4:

100-183-18IS-1567: General, Senior Services, Transfer Out County Share, $15,000.00 (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**: renewal options remain

Overall Contractor Performance Rating:

(A) Southern Homecare Services dba Always Caring Home Care	82
(B) Help At Home LLC	79
(C) At Home Atlanta	79
(D) Trusted Hands	85

Would you select/recommend this vendor again?
Yes

Report Period Start:	**Report Period End:**
1/1/2025	**12/31/2025**

Performance Evaluation Details

ID	E2
Project	Aging Services
Project Number	22RFP035A-CJC
Supplier	At Home Atlanta LLC
Supplier Project Contact	darryl ford (preferred language: English)
Performance Program	Professional Services
Evaluation Period	08/01/2023 to 07/31/2024
Evaluation Type	Formal
Interview Date	07/09/2024
Expectations Meeting Date	03/20/2024
Status	Draft
Evaluation Score	79

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

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

PROJECT MANAGEMENT **17/20**

Rating

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

Comments *Not Specified*

SCHEDULE **17/20**

Rating

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

Comments *Not Specified*

QUALITY OF DESIGN, REPORTS AND DELIVERABLES **14/20**

Rating

Satisfactory: Deliverables meet requirements and have an average number of issues on reports and deliverables.

Comments satisfactory

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 **14/20**

Rating

Satisfactory: Issues of compliance with Contract documents were resolved in a timely manner to the the User Department's satisfaction.

Comments satisfactory

GENERAL COMMENTS

Comments *Not Specified*

Performance Evaluation Details

ID	E3
Project	Senior In-Home Services
Project Number	21RFQ000007A-CJC
Supplier	Southern Home Care Services, Inc. dba All Ways Caring HomeCare
Supplier Project Contact	Christina Greene (preferred language: English)
Performance Program	Professional Services
Evaluation Period	01/01/2024 to 09/30/2024
Evaluation Type	Formal
Interview Date	03/20/2024
Expectations Meeting Date	03/20/2024
Status	Draft
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 **14/20**

Rating

Satisfactory: Project Management. Acceptable understanding of project objectives, risks and Contract requirements with some direction required from the User Department.

Comments There were a few challenges during this evaluation period (DDS User authorization and Client File/Service). Those concerns were addressed.

SCHEDULE **17/20**

Rating

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

Comments *Not Specified*

QUALITY OF DESIGN, REPORTS AND DELIVERABLES **17/20**

Rating

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

Comments *Not Specified*

COMMUNICATIONS AND CO-OPERATION **17/20**

Rating

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

Comments *Not Specified*

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS **17/20**

Rating

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

Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*

Performance Evaluation Details

ID	E3
Project	Senior In-Home Services
Project Number	21RFQ000007A-CJC
Supplier	Help at Home
Supplier Project Contact	Latisha Thomas (preferred language: English)
Performance Program	Professional Services
Evaluation Period	01/01/2024 to 09/30/2024
Evaluation Type	Formal
Interview Date	03/20/2024
Expectations Meeting Date	06/27/2024
Status	Draft
Evaluation Score	79

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT **14/20**

Rating

Satisfactory: Project Management. Acceptable understanding of project objectives, risks and Contract requirements with some direction required from the User Department.

Comments N/A

SCHEDULE **17/20**

Rating

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

Comments *Not Specified*

QUALITY OF DESIGN, REPORTS AND DELIVERABLES **17/20**

Rating

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

Comments *Not Specified*

COMMUNICATIONS AND CO-OPERATION **14/20**

Rating

Satisfactory: Satisfactory response to the User Department's requests and changes; Consultant involved in developing solutions and ensures prompt and appropriate action.

Comments Staffing transitions caused lapses in communication during this evaluation period.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS **17/20**

Rating

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

Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*

Performance Evaluation Details

ID	E3
Project	Senior In-Home Services
Project Number	21RFQ000007A-CJC
Supplier	Trusted Hands Senior Care
Supplier Project Contact	Monique Collins (preferred language: English)
Performance Program	Professional Services
Evaluation Period	01/01/2024 to 09/30/2024
Evaluation Type	Formal
Interview Date	06/27/2024
Expectations Meeting Date	03/20/2024
Status	Draft
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

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

PROJECT MANAGEMENT **17/20**

Rating

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

Comments *Not Specified*

SCHEDULE **17/20**

Rating

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

Comments *Not Specified*

QUALITY OF DESIGN, REPORTS AND DELIVERABLES **17/20**

Rating

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

Comments *Not Specified*

COMMUNICATIONS AND CO-OPERATION **17/20**

Rating

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

Comments *Not Specified*

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS **17/20**

Rating

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

Comments *Not Specified*

GENERAL COMMENTS

Comments Vendor has significantly improved communication and overall performance throughout this evaluation period.

Contract Renewal Evaluation Form

Date:	**September 30, 2024**
Department:	Senior Services
Contract Number:	21RFQ000007A-CJC
Contract Title:	In-Home 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.**

   An assessment of industry costs within the region was conducted. It was determined that the cost of our existing contracts are on par or trending better than average industry costs.

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 30, 2024
Price found:	**$30/hour**
Different features / Conditions:	**N/A**
Percent difference between internet price and renewal price:	**10% Less**

Explanation / Notes:

The average cost of senior day care services is $30/hour. The cost of DSS day services of existing contracts at the renewal price of approximately $27.00

☐ **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:	**N/A**
Are they aware of any new vendors?	☐ **Yes** ☐ **No**
Are they aware of a reduction in pricing in this industry?	☐ **Yes** ☐ **No**
How does pricing compare to Fulton County's award contract?	Click here to enter text.

Explanation / Notes:

Click here to enter text.

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

Click here to enter text.

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

   $739,323.55 = general funding

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?**

   All of Fulton County's current In Home Services – including homemaker, personal and respite care - are outsourced via contract. If this contract was not approved, it would eliminate all In Home Services for Fulton County.

FULTON COUNTY

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Senior Services

BID/RFP# NUMBER: 21RFQ000007A-CJC

BID/RFP# TITLE: 21RFQ000007A-CJC – Senior In-Home Services

ORIGINAL APPROVAL DATE: August 4, 2021

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

RENEWAL OPTION #: 4 OF 4

NUMBER OF RENEWAL OPTIONS: 4

RENEWAL AMOUNT: $ 216,288.76

COMPANY'S NAME: At Home Atlanta, LLC

ADDRESS: 6067 Windsong Way

CITY: Stone Mountain

STATE: GA

ZIP: 30087

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA	**[INSERT COMPANY NAME]**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**[Insert name]** **[Insert title]**
ATTEST:	**ATTEST:**
Tonya R. Grier **Interim Clerk to the Commission**	**Secretary/** **Assistant Secretary**
(Affix County Seal)	**(Affix Corporate Seal)**
AUTHORIZATION OF RENEWAL:	**ATTEST:**
[Insert Department Head Name & Title] **[Insert User Department Name]**	**Notary Public** **County:_____** **Commission Expires: _____** **(Affix Notary Seal)**

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

FULTON COUNTY

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Senior Services

BID/RFP# NUMBER: 21RFQ000007A-CJC

BID/RFP# TITLE: 21RFQ000007A-CJC – Senior In-Home Services

ORIGINAL APPROVAL DATE: August 4, 2021

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

RENEWAL OPTION #: 4 OF 4

NUMBER OF RENEWAL OPTIONS: 4

RENEWAL AMOUNT: $ $540,642.91

COMPANY'S NAME: Southern Home Care Services *DBA* All Ways Caring Home Care

ADDRESS: 1700 E Park Ave., PO Box 2797

CITY: Valdosta

STATE: GA

ZIP: 31604

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA	**[INSERT COMPANY NAME]**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**[Insert name]** **[Insert title]**
ATTEST:	**ATTEST:**
Tonya R. Grier **Interim Clerk to the Commission**	**Secretary/** **Assistant Secretary**
(Affix County Seal)	**(Affix Corporate Seal)**
AUTHORIZATION OF RENEWAL:	**ATTEST:**
[Insert Department Head Name & Title] **[Insert User Department Name]**	**Notary Public** **County:_____** **Commission Expires: _____** **(Affix Notary Seal)**

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

FULTON COUNTY

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Senior Services

BID/RFP# NUMBER: 21RFQ000007A-CJC

BID/RFP# TITLE: 21RFQ000007A-CJC – Senior In-Home Services

ORIGINAL APPROVAL DATE: August 4, 2021

RENEWAL EFFECTIVE DATES: January 1, 2024 – December 31, 2024

RENEWAL OPTION #: 4 OF 4

NUMBER OF RENEWAL OPTIONS: 4

RENEWAL AMOUNT: $ 157,243.73

COMPANY'S NAME: Trusted Hands Senior Care, LLC

ADDRESS: 600 Houze Way, STE D5

CITY: Roswell

STATE: GA

ZIP: 30076

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA	**[INSERT COMPANY NAME]**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**[Insert name]** **[Insert title]**
ATTEST:	**ATTEST:**
Tonya R. Grier **Interim Clerk to the Commission**	**Secretary/** **Assistant Secretary**
(Affix County Seal)	**(Affix Corporate Seal)**
AUTHORIZATION OF RENEWAL:	**ATTEST:**
[Insert Department Head Name & Title] **[Insert User Department Name]**	**Notary Public** **County:_____** **Commission Expires: _____** **(Affix Notary Seal)**

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

FULTON COUNTY

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Senior Services

BID/RFP# NUMBER: 21RFQ000007A-CJC

BID/RFP# TITLE: 21RFQ000007A-CJC – Senior In-Home Services

ORIGINAL APPROVAL DATE: August 4, 2021

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

RENEWAL OPTION #: 4 OF 4

NUMBER OF RENEWAL OPTIONS: 4

RENEWAL AMOUNT: $ 115,990.92

COMPANY'S NAME: Help At Home Atlanta, LLC

ADDRESS: 33 South State Street, Suite 500

CITY: Chicago

STATE: IL

ZIP: 60603

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA	**[INSERT COMPANY NAME]**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**[Insert name]** **[Insert title]**
ATTEST:	**ATTEST:**
Tonya R. Grier **Interim Clerk to the Commission**	**Secretary/** **Assistant Secretary**
(Affix County Seal)	**(Affix Corporate Seal)**
AUTHORIZATION OF RENEWAL:	**ATTEST:**
[Insert Department Head Name & Title] **[Insert User Department Name]**	**Notary Public** **County:_____** **Commission Expires: _____** **(Affix Notary Seal)**

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

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0742 **Meeting Date:** 11/6/2024

Department
Senior Services

Requested Action
Request approval to renew existing contracts - Department of Senior Services 22RFP035A-CJC, Aging Services in the total not to exceed amount of $4,363,792.43 with (A) Senior Services North, Inc. (Alpharetta, GA) in an amount not to exceed $1,779,844.50; (B) South Fulton Senior Services (College Park, GA) in an amount of $1,469,171.63; and (C) Visiting Nurses Health Systems (Atlanta, GA) in the amount of $1,114,776.30 to provide Aging Services for Fulton County seniors aged 60 and above. This action exercises the second of four renewal options. Two renewal options remain. Effective date January 1, 2025 thru December 31, 2025.

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: The Department of Senior Services recommends approval for Senior Services North Fulton, South Fulton Senior Services and Visiting Nurses Health Systems contract renewals. These contracts provide aging services to eligible Fulton County seniors aged 60 and above. The program allows seniors to visit Fulton County Senior Centers and Neighborhood Centers to receive services, participate in programs and partake of meals on a daily basis in a clean and safe

environment.

Scope of Work: The contractors Senior Services North Fulton, South Fulton Senior Services and Visiting Nurses Health Systems will be responsible for fulfilling the deliverables under the terms of the contract as indicated in the Scope of Work. The sub-contractors employ staff to ensure that the coordination of Case Management, Congregate Meals, Neighborhood Senior Center Management and Volunteer Services are provided to residents of Fulton County aged 60 and above.

Community Impact: Approval will enable eligible Fulton County seniors to continue receiving services.

Department Recommendation: The Department recommends approval.

Project Implications: This service will provide Aging Services to eligible Fulton County seniors aged 60 and above. The service prevents seniors from being isolated and sedentary.

Community Issues/Concerns: If the contract is not approved, there are community concerns regarding access to vital resources and services.

Department Issues/Concerns: If the contract is not approved, there are departmental concerns regarding the County's ability to continue to provide services and resources to the community.

Contract Modification

(A) Senior Services North Fulton

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Award Amount	22-0988	12/21/2022	$1,779,844.50
1st Renewal	23-0911	12/06/2023	$1,779,844.50
Amendment 1	24-0148	03/06/2024	$30,000.00
2nd Renewal			**$1,779,844.50**
Total Revised Amount			$5,369,533.50

(B) South Fulton Senior Services

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Award Amount	22-0988	12/21/2022	$1,469,171.63
1st Renewal	23-0911	12/06/2023	$1,469,171.63
Amendment 1	24-0148	03/06/2024	$30,000.00
2nd Renewal			**$1,469,171.63**
Total Revised Amount			$4,437,514.89

(C) Visiting Nurses Health Systems

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0988	12/21/2022	$1,238,640.33
Amendment 1	2023-0315	05/03/2023	-$123,864.03
1st Renewal	23-0911	12/06/23	$1,114,776.30
Amendment 2	24-0148	03/06/2024	$30,000.00
2nd Renewal			**$1,114,776.30**
Total Revised Amount			$3,374,328.90

Contract & Compliance Information

Total Contract Value $4,393,792.43

(A)
Contract Value: $1,779,844.50

Prime Contractor: Senior Services North Inc.
Prime Status: Non-Profit
Location: Alpharetta, GA
County: Fulton County
Prime Value: $1,779,844.50 or 100.00%

Total Contract Value: $1,779,844.50 or 100.00%
Total Certified Value: $0

(B)
Contract Value: $1,469,171.63

Prime Contractor: South Fulton Senior Services
Prime Status: Non-Profit
Location: College Park, GA
County: Fulton County
Prime Value: $1,469,171.63 or 100.00%

Total Contract Value: $1,499,171.63 or 100.00%
Total Certified Value: $0

(C)
Contract Value: $1,144,776.30

Prime Contractor: Visiting Nurse Health System, Inc.
Prime Status: Non-Profit
Location: Atlanta, GA
County: Fulton County
Prime Value: $1,144,776.30 or 100.00%

Total Contract Value: **$1,144,776.30or 100.00%**
Total Certified Value: **$0**

Grand Total Contact Value: **$4,453,792.43 or 100.00%**
Grand Total Certified Value: **$0**

Exhibits Attached

Exhibit 1: Contractor Performance Reports
Exhibit 2: Contractor Renewal Evaluation
Exhibit 3: Contract Renewal Forms

Contact Information

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$4,487,656.46
Previous Adjustments:	$4,329,928.40
This Request:	$4,363,792.43
TOTAL:	$13,181,377.30

Grant Information Summary

Amount Requested:	$774,275.92
Match Required:	$78,690.00
Start Date:	July 1, 2024
End Date:	June 30, 2025
Match Account $:	100-183-183Y-1567

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

Fiscal Impact / Funding Source

Funding Line 1:

100-183-18NC-1160: General, Senior Services, $1,012,499.86 (Pending BOC approval of the

FY2025 Adopted Budget)

Funding Line 2:

100-183-183Y-1160: General, Senior Services, $1,436,990.36 (Pending BOC approval of the FY2025 Adopted Budget)

Funding Line 3:

100-183-183X-1160: General, Senior Services, $ 287,060.37 (Pending BOC approval of the FY2025 Adopted Budget)

Funding Line 4:

100-183-183Y-1567: General, Senior Services, County Transfer Out $78,690.00 (Pending BOC approval of the FY2025 Adopted Budget)

Funding Line 5:

461-183-AR25-1160: Grant, Senior Services, $774,275.92

Funding Line 6:

461-183-AR26-1160: Grant, Senior Services, $774,275.92

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

Overall Contractor Performance Rating:

(A)	Senior Services North, Inc.	85	
(B)	South Fulton Senior Services		88
(C)	Visiting Nurses Health Systems	85	

Would you select/recommend this vendor again?
Yes

Report Period Start:	**Report Period End:**
4/1/2025	**6/30/2025**

Performance Evaluation Details

ID	E3
Project	Aging Services
Project Number	22RFP035A-CJC
Supplier	South Fulton Senior Services
Supplier Project Contact	Dianne Rutherford (preferred language: English)
Performance Program	Professional Services
Evaluation Period	12/01/2023 to 07/31/2024
Evaluation Type	Formal
Interview Date	03/20/2024
Expectations Meeting Date	03/20/2024
Status	Draft
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 **17/20**

Rating

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

Comments *Not Specified*

QUALITY OF DESIGN, REPORTS AND DELIVERABLES **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*

Performance Evaluation Details

ID	E3
Project	Aging Services
Project Number	22RFP035A-CJC
Supplier	Senior Services North Fulton Inc
Supplier Project Contact	Donna M McKinney (preferred language: English)
Performance Program	Professional Services
Evaluation Period	12/01/2023 to 07/31/2024
Evaluation Type	Formal
Interview Date	08/02/2024
Expectations Meeting Date	07/19/2024
Status	Draft
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

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

PROJECT MANAGEMENT **17/20**

Rating

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

Comments *Not Specified*

SCHEDULE **17/20**

Rating

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

Comments *Not Specified*

QUALITY OF DESIGN, REPORTS AND DELIVERABLES **17/20**

Rating

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

Comments *Not Specified*

COMMUNICATIONS AND CO-OPERATION **17/20**

Rating

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

Comments *Not Specified*

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS **17/20**

Rating

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

Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*

Performance Evaluation Details

ID	E3
Project	Aging Services
Project Number	22RFP035A-CJC
Supplier	Visiting Nurse Health System
Supplier Project Contact	Edith Kilpatrick (preferred language: English)
Performance Program	Professional Services
Evaluation Period	12/01/2023 to 07/31/2024
Evaluation Type	Formal
Interview Date	03/20/2024
Expectations Meeting Date	03/20/2024
Status	Draft
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

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

PROJECT MANAGEMENT **17/20**

Rating

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

Comments *Not Specified*

SCHEDULE **17/20**

Rating

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

Comments *Not Specified*

QUALITY OF DESIGN, REPORTS AND DELIVERABLES **17/20**

Rating

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

Comments *Not Specified*

COMMUNICATIONS AND CO-OPERATION **17/20**

Rating

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

Comments *Not Specified*

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS **17/20**

Rating

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

Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*

Contract Renewal Evaluation Form

Date:	**September 30, 2024**
Department:	Senior Services
Contract Number:	22RFP035A-CJC
Contract Title:	Aging 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.**

   An assessment of industry costs within the region was conducted. It was determined that the cost of our existing contracts are on par or trending better than average industry costs.

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 30, 2024
Price found:	**$70/hour**
Different features / Conditions:	**N/A**
Percent difference between internet price and renewal price:	**60% Less**

   Explanation / Notes:

   The average cost of senior day care services is $70/hour. The cost per day of DSS services of existing contracts at the renewal price is $69.79/unit for case management, $37.61/unit for senior center management, and $16.78/unit for volunteer services.

   ☐ **Market Survey of other jurisdictions:**

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.

Percent difference between past purchase price and renewal price:	**N/A**
Are they aware of any new vendors?	☐ **Yes** ☐ **No**
Are they aware of a reduction in pricing in this industry?	☐ **Yes** ☐ **No**
How does pricing compare to Fulton County's award contract?	Click here to enter text.

Explanation / Notes:

Click here to enter text.

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

Click here to enter text.

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

   $3,692,534.36 = general funding

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?**

   All of Fulton County's Aging Services – including senior center operations, day programming, and congregate meals are outsourced via contract. If this contract was not approved, it would eliminate all Aging Services for Fulton County.

FULTON COUNTY

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Senior Services

BID/RFP# NUMBER: 22RFP035A-CJC

BID/RFP# TITLE: 22RFP035A-CJC– Senior Aging Services

ORIGINAL APPROVAL DATE: December 21, 2022

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

RENEWAL OPTION #: 2 OF 4

NUMBER OF RENEWAL OPTIONS: 4

RENEWAL AMOUNT: $ 1,114,776.30

COMPANY'S NAME: Visiting Nurses Health Systems

ADDRESS: 5775 Glenridge Drive NE, Suite E200

CITY: Atlanta

STATE: GA

ZIP: 30328

This Renewal Agreement No. 2 was approved by the Fulton County Board of Commissioners on BOC DATE: BOC NUMBER:

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA	**VISITING NURSES HEALTH SYSTEMS**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**[Insert name]** **[Insert title]**
ATTEST:	**ATTEST:**
Tonya R. Grier **Interim Clerk to the Commission**	**Secretary/** **Assistant Secretary**
(Affix County Seal)	**(Affix Corporate Seal)**
AUTHORIZATION OF RENEWAL:	**ATTEST:**
Ladisa Onyiliogwu, Director **Department of Senior Services**	**Notary Public** **County:_____** **Commission Expires: _____** **(Affix Notary Seal)**

ITEM#: _____ RM: _____ **REGULAR MEETING**	**ITEM#: _____ 2ND RM: _____** **SECOND REGULAR MEETING**

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Senior Services

BID/RFP# NUMBER: 22RFP035A-CJC

BID/RFP# TITLE: 22RFP035A-CJC– Senior Aging Services

ORIGINAL APPROVAL DATE: December 21, 2022

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

RENEWAL OPTION #: 2 OF 3

NUMBER OF RENEWAL OPTIONS: 3

RENEWAL AMOUNT: $ 1,779,844.50

COMPANY'S NAME: Senior Services North Fulton

ADDRESS: 11381 Southbridge Parkway

CITY: Alpharetta

STATE: GA

ZIP: 30022

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA	**[INSERT COMPANY NAME]**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**[Insert name]** **[Insert title]**
ATTEST:	**ATTEST:**
Tonya R. Grier **Interim Clerk to the Commission**	**Secretary/** **Assistant Secretary**
(Affix County Seal)	**(Affix Corporate Seal)**
AUTHORIZATION OF RENEWAL:	**ATTEST:**
[Insert Department Head Name & Title] **[Insert User Department Name]**	**Notary Public** **County:_____** **Commission Expires: _____** **(Affix Notary Seal)**

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

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Senior Services

BID/RFP# NUMBER: 22RFP035A-CJC

BID/RFP# TITLE: 22RFP035A-CJC– Senior Aging Services

ORIGINAL APPROVAL DATE: December 21, 2022

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

RENEWAL OPTION #: 2 OF 3

NUMBER OF RENEWAL OPTIONS: 3

RENEWAL AMOUNT: $ 1,469,171.63

COMPANY'S NAME: South Fulton Senior Services, Inc.

ADDRESS: 3680 College Park

CITY: College Park

STATE: GA

ZIP: 30337

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA	**[INSERT COMPANY NAME]**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**[Insert name]** **[Insert title]**
ATTEST:	**ATTEST:**
Tonya R. Grier **Interim Clerk to the Commission**	**Secretary/** **Assistant Secretary**
(Affix County Seal)	**(Affix Corporate Seal)**
AUTHORIZATION OF RENEWAL:	**ATTEST:**
[Insert Department Head Name & Title] **[Insert User Department Name]**	**Notary Public** **County:_____** **Commission Expires: _____** **(Affix Notary Seal)**

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

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0743 **Meeting Date:** 11/6/2024

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.

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
1st 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
2nd 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

Agenda Item No.: 24-0743 **Meeting Date:** 11/6/2024

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 ¾ 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?	☐ **Yes** ☐ **No**
Are they aware of a reduction in pricing in this industry?	☐ **Yes** ☐ **No**
How does pricing compare to Fulton County's award contract?	Click here to enter text.

Explanation / Notes:

Click here to enter text.

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

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**

CERTIFICATE OF INSURANCE

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0744 **Meeting Date:** 11/6/2024

Department
Police

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew existing contracts - Police Department, 23ITB139979B-RT, Automobile Repair Services in amount of $153,000.00 with Moon's Service Center (Mableton, GA) to provide automobile repair services for the Police Department's fleet. 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 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)*
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

Scope of Work: Automobile repair services includes replacements parts, maintenance service (scheduled), repairs and labor for marked and unmarked police vehicles on an as needed basis. This contract includes the entire fleet of approximately 50 vehicles and vehicles used for driver training at the Academy.

Community Impact: Automobile repair services is needed to reduce break downs and keep the Police Department's fleet operating smoothly and safely while rendering police services.

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

Project Implications: Maintaining service vehicles will be performed by this contractor.

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

Department Issues/Concerns: The Police Department must have vehicles that are serviced properly and ready for use twenty-four hours per day.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	102-396	10/14/2023	$66,160.00
Amendment No. 1	102-420	01/01/2024	$26,840.00
Amendment No. 2	24-0609	09/16/2024	$60,000.00
Renewal No. 1			**$153,000.00**
Total Revised Amount			$306,000.00

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

Contract Value: **$153,000.00**

Prime Vendor: **Moon's Service Center**
Prime Status: **Non-Minority**
Location: **Mableton, GA**
County: **Cobb County**
Prime Value: **$153,000.00 or 100.00%**

Total Contract Value: **$153,000.00 or 100.00%**
Total Certified Value: **$-0-**

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

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

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$66,160.00
Previous Adjustments:	$86,840.00
This Request:	$153,000.00
TOTAL:	$306,000.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source:

Funding Line 1:

301-320-3201-1110: South Fulton Sub-District, Police Department, Vehicle Maintenance & Repairs (Uniform Patrol) $100,000 - Pending Approval of the FY2025 Budget

Funding Line 2:

100-320-5207-1110: General Fund, Police Department, Vehicle Maintenance & Repairs (Security) $53,000 - Pending Approval of the FY2025 Budget

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: **Report Period End:**

4/1/2024	**6/30/2024**

Performance Evaluation Details

ID	E2
Project	Automobile Repair Services
Project Number	23ITB139979B-RT
Supplier	Moon's Service Center
Supplier Project Contact	Lori Scott (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	07/22/2024
Evaluation Type	Formal
Interview Date	07/08/2024
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/22/2024 10:13 AM EDT
Completion Date	07/22/2024 10:13 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:	**October 1, 2024**
Department:	POLICE
Contract Number:	23ITB139979B-RT
Contract Title:	Automobile Repair 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.**

   All invoices for Moon's Service Center are reviewed to ensure that the correct rates are being applied because the contract contains multiple items.

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:	**89.99**
Different features / Conditions:	**N/A**
Percent difference between internet price and renewal price:	**Internet price is 33% more**

Explanation / Notes:

Vendor: Pep Boys
Manufacturer: Full Synthetic Oil Change
Price: 89.99

Current Vendor: Moon's Service Center
Manufacturer: Full Synthetic Oil Change
Price: 67.50

☐ **Market Survey of other jurisdictions:**

Date contacted:	September 30, 2024
Jurisdiction Name / Contact name:	**City of South Fulton PD**
Date of last purchase:	N/A
Price paid:	**76.50**
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?	☐ **Yes** ☒ **No**
Are they aware of a reduction in pricing in this industry?	☐ **Yes** ☒ **No**
How does pricing compare to Fulton County's award contract?	**Fulton County PD pays 15% less**

Explanation / Notes:

City of South Fulton PD **Price paid: 76.50**

Manufacturer: **Full Synthetic Oil Change**

Fulton County PD **Price Paid: 67.50**

Manufacturer: **Full Synthetic Oil Change**

☐ **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?**

   The actual expenditure for FY2023 was $93,000.00.

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:	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?**

   Pay higher cost for automobile service and repairs with other competitive car services companies.

Elaine Smith	October 1, 2024
Prepared by	**Date**
Chief W. Wade Yates	October 1, 2024
Department Head	**Date**

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Police

BID/RFP NUMBER: 23ITB139979B-RT

BID/RFP TITLE: Automobile Repair Services

ORIGINAL APPROVAL DATE: September 20, 2023

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

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $153,000.00

COMPANY'S NAME: Moon's Service Center

ADDRESS: 6981 Mableton Parkway Suite 103

CITY: Mableton

STATE: GA

ZIP: 30126

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	MOON'S SERVICE CENTER
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Lori Scott** **Executive Assistant**
ATTEST:	**ATTEST:**
Tonya R. Grier **Clerk to the Commission**	**Secretary/** **Assistant Secretary**
(Affix County Seal)	**(Affix Corporate Seal)**
AUTHORIZATION OF RENEWAL:	**ATTEST:**
William Yates, Chief of Police **Fulton County Police Department**	**Notary Public**
	County:_____
	Commission Expires: _____
	(Affix Notary Seal)

ITEM#: _____ RM: _____	**ITEM#: _____ 2ND RM: _____**
REGULAR MEETING	**SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0745 **Meeting Date:** 11/6/2024

Department
Sheriff

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew an existing contract - Sheriff's Office, 17RFP07012016B-BR, Inmate Medical Services with NaphCare of Fulton County, LLC (Birmingham, AL) in an amount not to exceed $35,143,457.16 to provide physical and mental health services to inmates at the Fulton County Jail and other locations and an estimated not to exceed amount of $6,000,000.00 for annual medication pass through costs for a total not to exceed amount of $41,143,467.16. This action exercises the seventh of nine renewal options. Three 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 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)*
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

Scope of Work: This contract provides comprehensive correctional physical and mental health services to inmates at the Fulton County Jail, Marietta Annex, South Fulton Municipal Regional Jail, and any other jail facility as determined by the Fulton County Sheriff's Office

Community Impact: There is no community impact.

Department Recommendation: The Sheriff's Office recommends approval

Project Implications: There are no project implication

Community Issues/Concerns: None of the knowledge of the Sheriff's Office

Department Issues/Concerns: None

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	17-0934	11/15/2017	$20,730,349.08
Amendment No. 1	18-1006	12/19/2018	$0.00
1st Renewal	18-1006	12/19/2018	$22,828,363.04
Amendment No. 2	19-0610	8/7/2019	$440,157.73
2nd Renewal	19-0839	10/16/2019	$24,181,655.29
3rd Renewal	20-0743	10/21/2020	$25,131,315.19
4th Renewal	21-0955	12/1/2021	$26,118,961.49
5th Renewal	22-0675	9/21/2022	$27,146,113.64
Amendment No. 3	23-0381	6/7/2023	$4,786,187.20
Amendment No. 4	23-0830	11/15/2023	$1,200,394.20
6th Renewal	23-0831	11/15/2023	$33,791,785.73
Medical Passthrough			5,500,000.00
7th Renewal			**$35,143,457.16**
Medical Passthrough			**$6,000,000.00**
Total Revised Amount			$232,998,739.75

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

Contract Value: **$41,143,467.16**

Prime Vendor: **NaphCare**

Prime Status: **Non-Minority**
Location: **Birmingham, AL**
County: **Jefferson County**
Prime Value: **$39,748,703.62 or 96.61%**

Subcontractor: **CharDonnay Dialysis, Inc.**
Subcontractor Status: **White Female Business Enterprise Non-Certified**
Location: **Danville, IL**
County: **Vermillion County**
Contract Value: **$205,717.34 or 0.50%**

Subcontractor: **Bio-Reference Laboratories, Inc.**
Subcontractor Status: **Non-Minority**
Location: **Elmwood Park, NJ**
County: **Passaic County**
Contract Value: **$641,838.09 or 1.56%**

Subcontractor: **Global Diagnostic**
Subcontractor Status: **African American Male Business Enterprise Certified**
Location: **Conyers, GA**
County: **Rockdale County**
Contract Value: **$534,865.04 or 1.30%**

Subcontractor: **Institutional Eye Care**
Subcontractor Status: **Non-Minority**
Location: **Lewisburg, PA**
County: **Union County**
Contract Value: **$12,343.04 or 0.03%**

Total Contract Value: **$33,781,785.73 or 100.00%**
Total Certified Values: **$740,582 or 1.80%**

Exhibits Attached

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

Contact Information

Monica Jones, Financial Director, Sheriff's Office, 404-612-6011

Contract Attached

No

Agenda Item No.: 24-0745 **Meeting Date:** 11/6/2024

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$20,730,349.08
Previous Adjustments:	$171,124,933.51
This Request:	$41,143,457.16
TOTAL:	$232,998,739.75

Grant Information Summary

Amount Requested:	N/A
Match Required:	N/A
Start Date:	N/A
End Date:	N/A
Match Account $:	N/A

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

Fiscal Impact / Funding Source

Funding Line 1:

100-330-3302-1158: General Fund, Sheriff's Office, Medical Services - $41,143,457.16 (Pending BOC approval of FY2025 Budget)

Key Contract Terms	
Start Date: 1/1/2025	**End Date:** 12/31/2025
Cost Adjustment: N/A	**Renewal/Extension Terms**: Three renewal options remai

Overall Contractor Performance Rating: 75

Would you select/recommend this vendor again?
Yes

Report Period Start:	**Report Period End:**
1/1/2024	**9/30/2024**

Contract Renewal Evaluation Form

Date:	**October 9, 2024**
Department:	Sheriff
Contract Number:	17RFP07012016B-BR
Contract Title:	Inmate Medical Services with NaphCare, of Fulton County, LLC

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.**

   Click here to enter text.

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:	N/A
Price found:	**N/A**
Different features / Conditions:	**N/A**
Percent difference between internet price and renewal price:	**N/A**

Explanation / Notes:

N/A

☐ **Market Survey of other jurisdictions:**

Date contacted:	**N/A**
Jurisdiction Name / Contact name:	**N/A**
Date of last purchase:	Click here to enter a date.
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?	☐ Yes	☐ No
Are they aware of a reduction in pricing in this industry?	☐ Yes	☐ No
How does pricing compare to Fulton County's award contract?	Click here to enter text.	

Explanation / Notes:

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?**

   $27,418,055.79

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

Was it part of the initial contract?	☐ **Yes**	☐ **No**
Date of last purchase:	Click here to enter a date.	
Price paid:	Click here to enter text.	
Inflation rate:	Click here to enter text.	
Adjusted price:	Click here to enter text.	
Percent difference between past purchase price and renewal price:	Click here to enter text.	

Explanation / Notes:

Click here to enter text.

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

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

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

   The Sheriff's Office would not be able to fulfill its mandated responsibilities.

FULTON COUNTY

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Sheriff's Office

BID/RFP# NUMBER: 17RFP07012016B-BR

BID/RFP# TITLE: Inmate Medical Services

ORIGINAL APPROVAL DATE: November 15, 2017

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

RENEWAL OPTION #: 7 OF 9

NUMBER OF RENEWAL OPTIONS: 9

RENEWAL AMOUNT: $41,143,457.16

COMPANY'S NAME: NaphCare of Fulton County, LLC

ADDRESS: 2090 Columbiana Road Suite 4000

CITY: Birmingham

STATE: AL

ZIP: 35126

This Renewal Agreement No. 7 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	**NAPHCARE OF FULTON COUNTY, LLC**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**James S. McLane** **Chairman of the Board**
ATTEST:	**ATTEST:**
Tonya R. Grier **Clerk to the Commission**	**Secretary/** **Assistant Secretary**
(Affix County Seal)	**(Affix Corporate Seal)**
AUTHORIZATION OF RENEWAL:	**ATTEST:**
Patrick "Pat" Labat, Sheriff **Fulton County Sheriff's Office**	**Notary Public** **County: _____** **Commission Expires: _____** **(Affix Notary Seal)**

ITEM#: _____ RM: _____ **REGULAR MEETING**	**ITEM#: _____ 2ND RM: _____** **SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0746 **Meeting Date:** 11/6/2024

Department
Real Estate and Asset Management

Requested Action
Request approval to utilize cooperative purchasing - Department of Real Estate and Asset Management, North Georgia Fuel Cooperative (NGFC) Contract #BL051-23, Gasoline and Diesel Fuel in the total amount not to exceed $2,331,442.00 with (A) James River Solutions, LLC, (Ashland, VA) in an amount not to exceed $940,000.00; (B) Boswell Oil Company (Athens, GA) in an amount not to exceed $730,721.00; and (C) Sunoco, LP (Dallas, TX) in an amount not to exceed $660,721.00, to provide gasoline and diesel fuel for Fulton County fleet vehicles. Effective dates: September 1, 2024, through August 31, 2025.

Requirement for Board Action
In accordance with Purchasing Code Section 102-462, requests for approval to utilize cooperative purchasing or GSA purchase contracts of more than $100,000 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(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: Fulton County participates in the North Georgia Fuel Cooperative that was created to purchase gasoline and diesel fuels in bulk quantities to obtain discount pricing. This cooperative consists of the following metro governmental agencies: City of Atlanta, City of Covington, City of Gainesville, City of Marietta, City of Smyrna, Cobb County Government, Cobb County Board of Education, Dawson County, DeKalb County Government, DeKalb County Board of Education,

Fulton County Government, Forsyth County, Gwinnett County, Gwinnett County Board of Education, Jackson County, and Rockdale County.

The Gwinnett County Board of Commissioners on August 15, 2023, approved the new BL051-23, Gasoline and Diesel Fuel Contract with three fuel suppliers (Primary: James River Solutions, LLC, Secondary: Sunoco, LP, and Tertiary: Boswell Oil Company), to provide gasoline and diesel fuel on an Annual Contract with effective term dates; September 1, 2023, through August 31, 2024, with four (4) renewal options. Because we are utilizing a cooperative purchasing contract, the County's contract terms must align with the terms of the Principal Procurement Agency. Gwinnett County serves as the Principal Procurement Agency for this fuel contract.

Scope of Work: This contract provides gasoline and diesel fuel for Fulton County fleet vehicles.

Community Impact: All participants of community members should have benefit to have discount pricing through this cooperative action.

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

Project Implications: Joining this cooperative agreement provides benefits which resulted in discount pricing through this action.

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

Department Issues/Concerns: If this contract is not approved, the County could not purchase gasoline and diesel fuel at retail costs which will immediately increase County's spending.

Contract Modification: This is a new request.

Contract & Compliance Information

Not Applicable

Exhibits Attached

Exhibit 1: Contract #BL051-23 Award Letter

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:	$2,331,442.00
TOTAL:	$4,662,884.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

700-520-5223-1712: Internal Services, Real Estate and Asset Management, Gasoline- $390,781.00 (for 4-months in FY2024) and $1,940,661.00 (for 8-months in FY2025) “Pending availability of funding adopted for FY2025 by BOC”

Key Contract Terms	
Start Date: 9/1/2024	**End Date:** 8/31/2025
Cost Adjustment:	**Renewal/Extension Terms**:

Overall Contractor Performance Rating: N/A

Would you select/recommend this vendor again?
Yes

Report Period Start:	**Report Period End:**
N/A	**N/A**

Gwinnett

GWINNETT COUNTY
DEPARTMENT OF FINANCIAL SERVICES
PURCHASING DIVISION

75 Langley Drive | Lawrenceville, GA 30046-6935
O: 770.822.8720 | F: 770.822.8735
GwinnettCounty.com

August 15, 2023

AWARD NOTICE
BL051-23
Purchase of Gasoline and Diesel Fuel on an Annual Contact

Pursuant to the bids received on June 15, 2023 for BL051-23 Purchase of Gasoline and Diesel Fuel on an Annual Contact the bid has been awarded to primary supplier, James River Solutions, LLC; secondary supplier, Sunoco, LP; and tertiary supplier, Boswell Oil Company in the base bid amount of $28,650,000.00. Please note the enclosed bid tabulation.

We appreciate your bid and interest in Gwinnett County.

Sincerely,

Casey Beauston
Purchasing Associate II

CB/bc

Enclosure

BL051-23
Purchase of Gasoline and Diesel Fuel on an Annual Contract
Department of Support Services

September 1, 2023 - August 31, 2024			Boswell Oil Company (OC)				Campbell Oil Company (OS)				Colonial Oil Industries, Inc. (OC)			
ITEM #	DESCRIPTION	EST. ANNUAL QTY.	WEEKLY DISCOUNT/ MARK-UP	DAILY DISCOUNT/ MARK-UP	PRICE PER GALLON	ANNUAL TOTAL	WEEKLY DISCOUNT/ MARK-UP	DAILY DISCOUNT/ MARK-UP	PRICE PER GALLON	ANNUAL TOTAL	WEEKLY DISCOUNT/ MARK-UP	DAILY DISCOUNT/ MARK-UP	PRICE PER GALLON	ANNUAL TOTAL
1	Diesel Fuel, Ultra Low Sulfur, #2 Full Transport Load	15,799,062 gal.	$0.0088	$0.0088	$1.22	$19,413,887.39	$0.0231	$0.0231	$1.22	$19,639,813.97	$0.0462	$0.0462	$1.22	$20,004,772.30
2	Diesel Fuel, Ultra Low Sulfur, #2 Wagon Load	3,629,094 gal.	$0.0788	$0.0788	$1.22	$4,713,467.29	$0.1098	$0.1098	$1.22	$4,825,969.20	$0.4174	$0.4174	$1.22	$5,942,278.52
3	Low Sulfur Gasoline Ethanol Full Transport Load	11,686,222 gal.	0.0044	0.0044	$1.30	$15,243,507.98	$0.0073	$0.0073	$1.30	$15,277,398.02	$0.0411	$0.0411	$1.30	$15,672,392.32
4	Low Sulfur Gasoline Ethanol Tank Wagon Load	2,981,274 gal.	$0.0788	$0.0788	$1.30	$4,110,580.59	$0.1098	$0.1098	$1.30	$4,203,000.09	$0.3975	$0.398	$1.30	$5,060,712.62
5	Diesel Exhaust Fluid	40,000 gal.	$0.21	$0.21	$1.79	$80,000.00	$0.0125	$0.0125	$1.79	$72,100.00	$0.10	$0.10	$1.79	$75,600.00
	TOTAL					**$43,561,443.24**				**$44,018,281.28**				**$46,755,755.76**
	Split Delivery Fee		**No Charge**				**$60.00**				**$125.00**			
	Pump Fee		**$60.00**				**$100.00**				**$70.00**			
	Short Load Fee		**NO Charge**				**$125.00**				**$125.00**			
	Will Vendor Hold Pricing Firm? Renewal Option One		**Yes**				**+ .0025 per gallon**				**2% Increase**			
	Will Vendor Hold Pricing Firm? Renewal Option Two		**Yes**				**+ .0025 per gallon**				**2% Increase**			
	Will Vendor Hold Pricing Firm? Renewal Option Three		**Yes**				**+.0025 per gallon**				**2% Increase**			
	Will Vendor Hold Pricing Firm? Renewal Option Four		**Yes**				**+ .0025 per gallon**				**2% Increase**			

			D-Jay Energy, LLC (OC)				James River Solutions, LLC (OS)				Mansfield Oil Company of Gainesville, Inc. (OC)			
ITEM #	DESCRIPTION	EST. ANNUAL QTY.	WEEKLY DISCOUNT/ MARK-UP	DAILY DISCOUNT/ MARK-UP	PRICE PER GALLON	ANNUAL TOTAL	WEEKLY DISCOUNT/ MARK-UP	DAILY DISCOUNT/ MARK-UP	PRICE PER GALLON	ANNUAL TOTAL	WEEKLY DISCOUNT/ MARK-UP	DAILY DISCOUNT/ MARK-UP	PRICE PER GALLON	ANNUAL TOTAL
1	Diesel Fuel, Ultra Low Sulfur, #2 Full Transport Load	15,799,062 gal.	$0.0244	$0.0244	$1.22	$19,660,352.75	-$0.0024	-$0.0050	$1.22	$19,236,937.89	$0.0121	$0.02708	$1.22	$19,466,024.29
2	Diesel Fuel, Ultra Low Sulfur, #2 Wagon Load	3,629,094 gal.	$0.1295	$0.1295	$1.22	$4,897,462.35	$0.0750	$0.0750	$1.22	$4,699,676.73	$0.3140	$0.5594	$1.22	$5,567,030.20
3	Low Sulfur Gasoline Ethanol Full Transport Load	11,686,222 gal.	$0.0111	$0.0111	$1.30	$15,321,805.66	-$0.0072	-$0.0100	$1.30	$15,107,947.80	$0.0014	$0.2601	$1.30	$15,208,449.31
4	Low Sulfur Gasoline Ethanol Tank Wagon Load	2,981,274 gal.	$0.1295	$0.1295	$1.30	$4,261,731.18	$0.0780	$0.0690	$1.30	$4,108,195.57	$0.2611	$0.5065	$1.30	$4,654,066.84
5	Diesel Exhaust Fluid	40,000 gal.	$0.3500	$0.3500	$1.79	$85,600.00	$0.6000	$0.6000	$1.79	$95,600.00	$0.3000	$0.3000	$1.79	$83,600.00
	TOTAL					**$44,226,951.95**				**$43,248,357.99**				**$44,979,170.64**
	Split Delivery Fee		**$60.00**				**$40.00**				**$75.00**			
	Pump Fee		**$50.00**				**$65.00**				**$125.00**			
	Short Load Fee		**$100.00**				**$150.00**				**$150.00**			
	Will Vendor Hold Pricing Firm? Renewal Option One		**Yes**				**Yes**				**+.0020 per gallon**			
	Will Vendor Hold Pricing Firm? Renewal Option Two		**Yes**				**Yes**				**+.0020 per gallon**			
	Will Vendor Hold Pricing Firm? Renewal Option Three		**Yes**				**Yes**				**+.0020 per gallon**			
	Will Vendor Hold Pricing Firm? Renewal Option Four		**Yes**				**Yes**				**+.0020 per gallon**			

BL051-23
Purchase of Gasoline and Diesel Fuel on an Annual Contract
Department of Support Services

			Petroleum Traders Corporation (OS)				Sunoco, LP (OS)			
ITEM #	DESCRIPTION	EST. ANNUAL QTY.	WEEKLY DISCOUNT/ MARK-UP	DAILY DISCOUNT/ MARK-UP	PRICE PER GALLON	ANNUAL TOTAL	WEEKLY DISCOUNT/ MARK-UP	DAILY DISCOUNT/ MARK-UP	PRICE PER GALLON	ANNUAL TOTAL
1	Diesel Fuel, Ultra Low Sulfur, #2 Full Transport Load	15,799,062 gal.	$0.0037	$0.0012	$1.22	$19,333,312.17	-$0.0034	-$0.0034	$1.22	$19,221,138.83
2	Diesel Fuel, Ultra Low Sulfur, #2 Wagon Load	3,629,094 gal.	$0.4825	$0.4800	$1.22	$6,178,532.54	$0.1000	$0.1000	$1.22	$4,790,404.08
3	Low Sulfur Gasoline Ethanol Full Transport Load	11,686,222 gal.	-$0.0112	-$0.0137	$1.30	$15,061,202.91	-$0.0079	-$0.0079	$1.30	$15,099,767.45
4	Low Sulfur Gasoline Ethanol Tank Wagon Load	2,981,274 gal.	$0.3825	$0.3800	$1.30	$5,015,993.51	$0.1000	$0.1000	$1.30	$4,173,783.60
5	Diesel Exhaust Fluid	40,000 gal.		$0.0500	$1.79	$73,600.00	$5.0000	$5.0000	$1.79	$271,600.00
	TOTAL					**$45,662,641.12**				**$43,556,693.96**
	Split Delivery Fee		**$50.00**				**$65.00**			
	Pump Fee		**$80.00**				**$75.00**			
	Short Load Fee		**$200.00**				**$150.00**			
	Will Vendor Hold Pricing Firm? Renewal Option One		**+.0025 per gallon**				**+.0025 per gallon**			
	Will Vendor Hold Pricing Firm? Renewal Option Two		**+.0025 per gallon**				**+.0025 per gallon**			
	Will Vendor Hold Pricing Firm? Renewal Option Three		**+.0025 per gallon**				**+.0025 per gallon**			
	Will Vendor Hold Pricing Firm? Renewal Option Four		**+.0025 per gallon**				**+.0025 per gallon**			

Recommended Vendors:

Primary
James River Solutions, LLC
Attn: Tracy Little
10487 Lakeridge Parkway
Ashland, VA 23005
Phone: 804-399-8900
bbailey@jrpenergy.com
tracy@jrpenergy.com

Secondary
Sunoco, LP
Attn: Zachary Alvord
8020 Park Lane
Dallas, TX 75231
Phone: 260-324-7925
zachary.alvord@sunoco.com

Tertiary
Boswell Oil Company
Attn: Brittany Henderson
150 Floyd Drive
Athens, GA 30607
Phone: 706-286-0061
bhenderson@boswelloil.com

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0747 **Meeting Date:** 11/6/2024

Department
Registration & Elections

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a statewide contract - Registrations and Elections, SWC# 99999-SPD-ES40199376IS-02, In-State Car Rental in the amount not to exceed $149,040.00 with Enterprise Leasing of Georgia, LLC (Atlanta, GA) for the rental of box trucks, passenger vehicles and cargo vans for the Presidential General Run-off Election. Effective upon approval through December 31, 2024.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-462, requests for approval of statewide contracts of more than $100,000 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(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: Department of Registration and Elections recommends approval of statewide contract to provide rental of box trucks, passenger vehicles and cargo vans for the Presidential General Election and the Presidential General Run-off Election.

Scope of Work: The statewide contract will provide rental of cargo vans and box trucks to transport voting equipment for delivery and pickup during early voting and election days for above-mentioned scheduled elections

Community Impact: It may have a negative effect on the community, if transporting voting equipment for delivery and pickup during early voting and election day for above-mentioned scheduled elections are not conducted timely.

Department Recommendation: The Department of Registration and Elections recommends approval.

Project Implications: The approval of statewide contract for the rental of cargo vans and box trucks to transport voting equipment for delivery and pickup will ensure the Department to ensure equipment are delivered and picked up in a timely manner

Community Issues/Concerns: Staff is not aware of any community issue / concerns

Department Issues/Concerns: Department does not have any issue or concerns regarding the approval of this contract.

Contract Modification: This is a new request

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

Click or tap here to enter text.

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

Exhibit 1: Pricing Sheet
Exhibit 2: SWC# 99999-SPD-ES40199376IS-02
Exhibit 3: Amendment to Agreement

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

Nadine Williams, Director, Registration and Elections, 404-612-3130

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$149,040.00
TOTAL:	$149,040.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

100-265-2653-1120: General, Registration & Elections, Rent/Lease Equipment

Funding Line 2:

100-265-2658-1120: General, Registration & Elections, Rent/Lease Equipment (pending approval of 2658 budget funding from Election budget underruns)

Key Contract Terms	
Start Date: Upon approval	**End Date:** 12/31/2024
Cost Adjustment:	**Renewal/Extension Terms**:

Enterprise for NOV 6th meeting

December 2024 General Run-off election **DEC election only**

Amount	Quantity	Dec-24	Start Date	End Date	
$ 83,000	20	Box Trucks 26 feet with lift	1-Dec	30-Dec	New rates with insurance coverage added
$ 13,200	4	Cargo Vans - High top	1-Dec	30-Dec	New rates with insurance coverage added
$ 3,560	2	Standard SUVs (2) for VEO	1-Dec	30-Dec	
$ 21,120	33	Minivans for 4 days (33)	2-Dec	5-Dec	
$ 8,960	7	Minivans for 8 days (7)	28-Nov	5-Dec	
$ 19,200	12	12 Minivans for AV - for 1 MO.	22-Nov	5-Dec	
$ 149,040	78	**100-265-2658-1120**			Note> DEC funding is pending Finance to release DEC run-off budget after the 10/16/24 BOC meeting

Georgia®
Department of Administrative Services
Customer Focused. Performance Driven.

Statewide Contract Information Sheet

Statewide Contract Number	**99999-SPD-ES40199376IS-02**	**NIGP Code**	**97565, 97514**
Name of Contract	**In-State Car Rental**		
Effective Date	**October 7, 2013**	**Expiration Date**	**September 8, 2025**

Contract Table of Contents

Suppliers Awarded	**2**	**Contract Information:**	**Mandatory**

Contract Information for Supplier	**Page Number**
Enterprise Leasing of Georgia, LLC	**2**
Additional Contract Information	
General Contract Information	**3**
Item Listing	**4**
Ordering Instructions	**5-6**
Contract Renewals/ Extensions/ Changes	**7**
DOAS Contact Information	**8**

Georgia®
Department of Administrative Services
Customer Focused, Performance Driven

Supplier Information Sheet

Contract Information	
Statewide Contract Number	**99999-SPD-ES40199376IS-02**
PeopleSoft Supplier Number	**0000015036**
Supplier Name & Address	
Enterprise Leasing Company of Georgia, LLC 4151 Ashford Dunwoody Rd. NE Atlanta, GA 30317	
Contract Administrator	
Heather Collins Email: Heather.S.Collins@em.com 4151 Ashford Dunwoody Rd. NE Atlanta, GA 30317 404-886-8668	
Contact Details	
Ordering Information	See Instructions Below
Remitting Information	Enterprise Leasing Company of GA, LLC Attn: Accounts Receivable Atlanta, GA 30305-2617
Delivery Days	N/A
Discounts	None
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

The contract provides for instate car rental services in Georgia. The rental rate includes liability and collision insurance, vehicle licensing fees, unlimited miles, and free one-way rentals. Pick-up and delivery services are also available. State sales tax for rentals does not apply.

Key Benefits include:

- 50% increase of rental locations as the result of the multiple Supplier award;
- Up to 19% percent savings on certain rental categories;
- Expanded box truck options;
- Agency billing;
- Compatibility with the State Travel Portal, TeamWorks Travel and Expense system.

AMENDMENT TO AGREEMENT

Fulton County Elections

This Amendment (this "Amendment") is entered into and effective as of _____(the "Amendment Effective Date") between EAN Services, LLC ("EAN") and Fulton County Elections ("Company or Customer").

WHEREAS, the parties have entered into that certain Corporate Partner Program Rate Agreement under the State of Georgia DOAS agreement last dated as of Sept. 23 , 2013 (the "Agreement"); and WHEREAS, the parties desire to amend the Agreement for Fulton County Elections as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Amendments.

a. Amend Schedule 1 (Rates and Rate Terms & Conditions) under Enterprise Truck Rental by deleting the section titled "Supplemental Truck RATES (Georgia) IN USD" in its entirety and replacing it with the following solely for Fulton County Elections:

		Daily	Weekly	Monthly	Miles Chrg
DBOX	16' Box with liftgate	$128.00	$896.00	$3,225.00	$0.00
FBOX	24' Box with liftgate	$130.99	$916.93	$3,300.00	$0.00
GBOX	26' Box with liftgate	$166.00	$1,162.00	$4150.00	$0.00
SKAR	Cargo Van	$115.99	$811.93	$3300.00	$0.00
RKAR	HD Cargo Van	$115.99	$811.93	$3300.00	$0.00
GKAR	HD XL Cargo Van	$115.99	$811.93	$3300.00	$0.00
UKAR	High-top Cargo	$115.99	$811.93	$3300.00	$0.00

b. Amend Schedule 2 (Protection Products and Additional Terms) by deleting the section titled "Driver Protection Products for Commercial Truck" in its entirety and replacing it with the following:

"DRIVER PROTECTION PRODUCTS FOR COMMERCIAL TRUCK:

Damage Waiver (DW): Damage Waiver (DW): For rentals in Georgia the Company's employees, agents, and contractors ("Eligible Renters") for business use who are 21 years old or older only, Base Rental Charges include DW with $2,500 retained responsibility per incident per vehicle, upon the terms and subject to the limitations set forth in the renting location's then standard form of Rental Contract.

Liability Protection: For rentals in the U.S. and Puerto Rico to Company's Representatives for business use who are 21 years old or older only, Base Rental Charges include Liability Protection for accidents arising out of the operation or use of the rental vehicle with split limits of $100,000 bodily injury or death per person, $300,000 bodily injury or death per occurrence and $50,000 property damage per occurrence, in either case upon the terms and subject to the limitations set forth in the applicable renting location's then standard form of Rental Contract and in the insurance policy which provides coverage. Unless required by law, Liability Protection excludes any protection afforded under: first party benefits; personal injury protection; medical payments; nofault; and uninsured or underinsured motorist. No coverage is provided for physical damage to, or theft of, the rental vehicle. A Certificate of Insurance naming Company as an Additional Insured will be issued upon request. Insurer and policy terms subject to change without prior notice to Company".

EXCESSIVE LOSSES. In the event the account experiences Excess Losses, EAN hereby reserves the right to terminate this Participation Agreement, terminate eligibility for Optional Products, and/or increase Rates, in each case upon thirty (30) days' prior written notice to Fulton County Elections or modify the Rates. "Excessive losses" shall mean for any quarter or year if EAN's costs for damage and third-party liability incurred from Eligible Renters are greater than 10% of the annual spend with Supplier.

2. Miscellaneous. The terms and conditions of the Agreement, except as duly modified by this and any previous amendments, remain in full force and effect, provided that to the extent that there is any conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall govern and control. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement.

EAN	Fulton County Elections
Signature	Signature
Name	Name
Title	Title
Date	Date

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0748 **Meeting Date:** 11/6/2024

Department
Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of Task Order No. 1 - Department of Real Estate and Asset Management, 23ITB138741K-JAJ,Task Order Contract for Minor Construction Projects in an amount not to exceed $277,000.00 with Hawk Construction Company, LLC (Ellenwood, GA), to provide upgrades/replacement and complete installation of new fitness equipment systems in five (5) Senior Centers currently identified with life/safety hazards and/or non-operating equipment. Effective upon BOC approval.

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 $500,000.00 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: Contractor, Hawk Construction LLC has performed the majority of the capital work associated with the Senior Surge Capital Program. This request is to increase the spending authority is required in order to complete the project.

Scope of Work: 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 removing existing and installing new fitness equipment for the designated Fulton County

Multipurpose & Neighborhood Senior Centers, and Adult Day Programs, specifically at: 1) Auburn Senior Center, 2) Harriett G. Darnell Multipurpose Center, 3) New Beginnings Senior Center, 4) Palmetto Senior Center and 5) Southeast Senior Center.

The scope of work will include disassembly and removal of existing fitness equipment; assembly, installation, and associated required structural work needed to complete the installation of new fitness equipment at the Fulton County Multipurpose & Neighborhood Senior Centers, and Adult Day Program identified.

Upgrades and Replacement Project Costs for New Fitness Equipment:

	Designated Senior Centers	**Project Cost**
1	Auburn Senior Center	$33,819.08
2	Harriet G. Darnell MP Senior Center	$99,230.00
3	New Beginnings Senior Center	$51,729.71
4	Palmetto Senior Center	$44,639.03
5	Southeast Senior Center	$44,265.31
	Total Costs	**$273,683.13**

Community Impact: Upgrading and replacing the existing fitness equipment ensures life/safety hazards are mitigated along with enhancing health benefits and quality of life for the Fulton County Seniors utilizing this service in the Multipurpose & Neighborhood Senior Centers, and Adult Day Program.

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: The capital upgrades/replacement is critical to the operation of the five (5) Fulton County Senior Centers utilized by Fulton County Seniors, to satisfy the participant experience by providing accessibility and promote enhanced health benefits using reliable new fitness equipment.

Community Issues/Concerns: Currently DREAM and the Department of Senior Services is aware of existing fitness equipment conditions that require upgrades/ replacement to maintain the health and safety of the public utilizing the Fulton County Multipurpose & Neighborhood Senior Centers, and Adult Day Program.

Department Issues/Concerns: If this task order is not approved, there will be a delay in the upgrades/replacement and installation of new fitness equipment systems used by Fulton County Seniors in the five (5) Fulton County Multipurpose & Neighborhood Senior Centers, and Adult Day Program that will mitigate current life/safety hazards.

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			**$277,000.00**
Total Revised Amount			$1,777,000.00

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

Contract Value: **$277,000.00**

Prime Vendor: **Hawk Construction Company, LLC**
Prime Status: **African American Male Business Enterprise**
Location: **Ellenwood, GA**
County: **DeKalb County**
Prime Value: **$277,000.00 or 100.00%**

Subcontractor Value: **TBD**

Subcontractors: The Contractor must identify the subcontractors that will be utilized for this project.

Total Contract Value: **$277,000 or 100.00%**
Total Certified Value: **$277,000 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. 1 to Form of Contract
Exhibit 2: Cost Proposals
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:	$1,200,000.00
Previous Adjustments:	$300,000.00
This Request:	$277,000.00
TOTAL:	$1,777,000.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

500-183-1831-SS01, Phase 500SHF: Capital, Senior Services, Auburn Senior Surge- $33,819.08

Funding Line 2:

500-183-1831-SS08, Phase 500SHF: Capital, Senior Services, Darnell MP Senior Surge- $99,230.00

Funding Line 3:

500-183-1831-SS15, Phase 500SHF: Capital, Senior Services, New Beginnings Senior Surge- $51,729.71

Funding Line 4:

500-183-1831-SS17, Phase 500SHF: Capital, Senior Services, Palmetto Senior Surge- $44,639.03

Funding Line 5:

500-183-1831-SS21, Phase 500SHF: Capital, Senior Services, Southeast Senior Surge- $44,265.31

Key Contract Terms

Agenda Item No.: 24-0748 **Meeting Date:** 11/6/2024

Start Date: Upon BOC Approval	**End Date:** 12/31/2024
Cost Adjustment:	**Renewal/Extension Terms**: Non-Applicable

Overall Contractor Performance Rating: 88

Would you select/recommend this vendor again?
Yes

Report Period Start:	**Report Period End:**
4/1/2024	**6/30/2024**

TASK ORDER NO. 1 TO FORM OF CONTRACT

Contractor: **Hawk Construction Company, LLC**

Contract No. **23ITB138741K-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 County wishes to increase the spending authority and issue Task Order No.1 to cover the cost to provide upgrades/replacement and installation of new equipment systems at the 1) Auburn Senior Center, 2) Harriett G. Darnell Multipurpose Center, 3) New Beginnings Senior Center, 4) Palmetto Senior Center and 5) Southeast Senior Center; 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 **_____ __, 2024, BOC Item #24- .**

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

This Task Order No. 1 to Form of Contract is effective as of the ___ day of _____ 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. 1 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 removing existing and installing new fitness equipment for the designated Fulton County Multipurpose & Neighborhood Senior Centers, and Adult Day Programs. The scope of work will include disassembly and removal of existing fitness equipment; assembly, installation, and associated required structural work needed to complete the installation of new fitness equipment at the Fulton County Multipurpose & Neighborhood Senior Centers, and Adult Day Program identified.

Capital Upgrades and Replacement Costs for New Fitness Equipment:

	Designated Senior Centers	Project Cost
1	Auburn Senior Center	$33,819.08
2	Harriett G. Darnell MP Senior Center	$99,230.00
3	New Beginnings Senior Center	$51,729.71
4	Palmetto Senior Center	$44,639.03
5	Southeast Senior Center	$44,265,31
	Total Cost	**$273,683.13**

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed **$277,000** (Two Hundred and Seventy-Seven Thousand Dollars and Zero Cents).

3. **LIABILITY OF COUNTY:** This Task Order No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.

4. **EFFECT OF TASK ORDER NO. 1 TO FORM OF CONTRACT:** Except as modified by this Task Order No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Joseph N. Davis, Director
Department of Real Estate and 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: _____	**ITEM#: _____ 2ND RM: _____**
REGULAR MEETING	**SECOND REGULAR MEETING**

Estimate

Hawk Construction Company LLC

"We Strive for Excellence"

158 Fairview Rd, Suite E, Ellenwood, GA 30294
tel (678) 565-5120 | fax (678) 565-7950 | cameo@mhawkconstruction.com

Date: April 21, 2022
Estimate #: 4-A

To: Fulton County Purchasing Department
130 Peachtree St SW #1168
Atlanta, GA 30303

Service Address:
Auburn Senior Center
300 Edgewood Ave SE
Atlanta, GA 30312

Salesperson	Job	Quote Valid Until	Payment Terms
Cameo Michel	**R & R Plumbing Fixtures & Water Fountain**	5/1/2022	Due upon receipt

Qty	Description	Unit Price	Line Total
7	Purchase Mid Arc, Bathroom Sink Faucet with touchless sensor / 1.50 GPM Model # Zurn - Z6915-XL	$ 413.02	$ 2,891.14
7	Remove existing manual faucets and install new touchless sensor / 1.50 GPM Model # Zurn - Z6915-XL faucets	$ 500.00	$ 3,500.00
2	Purchase Exposed,Top Spud, Automatic Flush Valve For Use with Urinals / SLOAN 186-1 DFB SMO	$ 537.01	$ 1,074.02
2	Remove existing manual flush valve and install Exposed,Top Spud, Automatic Flush Valve For Use with Urinals / SLOAN 186-1 DFB SMO	$ 550.00	$ 1,100.00
1	Purchase Elkay LZSTL8WSLK Water Refilling Station, Bi-Level Reversible, W/Filter, Light Gray	$ 2,276.75	$ 2,276.75
1	Remove existing H/L water fountain and install new Elkay LZSTL8WSLK Water Refilling Station, Bi-Level Reversible, W/Filter, Light Gray	$ 3,300.00	$ 3,300.00
1	Disconnect, unmount, reconnect, and re-mount electrical outlet for water fountain	$ 450.00	$ 450.00
1	Repair wall where existing water fountain will be removed and new water fountail will be installed. Cut out section of damaged drywall, replace damaged drywall and framing, smooth and make ready for paint. Paint new drywall matching color. Approximately 25 SF of drywall and framing to be repaired.	$ 550.00	$ 550.00
15	Purchase enMotion® Gen2 Automated Touchless Soap & Sanitizer Dispenser / Model 52057 / (10) Soap & (5) Hand Sanitizers	$ 49.08	$ 736.20
15	Remove existing and install enMotion® Gen2 Automated Touchless Soap & Sanitizer Dispenser / Model 52057 / (10) Soap & (5) Hand Sanitizers / ***Please be aware that pricing includes some minor mirror or wall repair depending on location of existing mount*** .	$ 40.00	$ 600.00
6	Purchase enMotion® 10" Paper Towel Dispenser / Model 59462A	$ 76.67	$ 460.02
6	Remove existing hand operated paper towel dispenser and install enMotion® 10" Paper Towel Dispenser / Model 59462A / ***Please be aware that pricing includes some wall repair depending on location of existing mount.***	$ 65.00	$ 390.00
1	Purchase GP Wipe Dispenser: Wall, (1) Roll Capacity, Plastic, Black, Manual Model # 54050 / For Gym & Labs	$ 32.42	$ 32.42
1	Install new GP Wipe Dispenser: Wall, (1) Roll Capacity, Plastic, Black, Manual Model # 54050 / For Gym & Labs	$ 32.50	$ 32.50
	Clean all areas as needed		
		Subtotal	$ 17,393.05
		10% Overhead	1,739.31
		Total	**$ 19,132.36**

Make all checks payable to Hawk Construction Co. LLC

THANK YOU FOR YOUR BUSINESS!

Estimate

Hawk Construction Company LLC

"We Strive for Excellence"

Date: April 21, 2022
Estimate #: 6-A

158 Fairview Rd, Suite E, Ellenwood, GA 30294
tel (678) 565-5120 | fax (678) 565-7950 | mhawkconstruction@yahoo.com

To: Fulton County Purchasing Department
130 Peachtree St SW #1168
Atlanta, GA 30303

Service Address:
Benson Multipurpose & Adult Day Centers
6500 Vernon Woods Dr. NE
Sandy Springs, GA 30328

Salesperson	Job	Quote Valid Until	Payment Terms
Cameo Michel	**R & R Plumbing Fixtures & Water Fountains**	5/3/2022	Due upon receipt

Qty	Description	Unit Price	Line Total
28	Purchase Mid Arc, Bathroom Sink Faucet with touchless sensor / 1.50 GPM Model # Zurn - Z6915-XL	$ 413.00	$ 11,564.00
28	Install Bathroom Sink Faucet with touchless sensor / 1.50 GPM Model # Zurn - Z6915-XL	$ 500.00	$ 14,000.00
1	Purchase Exposed,Top Spud, Automatic Flush Valve For Use with toilets 1.28 GPF / SLOAN 111-1.28 DFB SM	$ 539.49	$ 539.49
1	Remove existing manual flush valve and install Exposed,Top Spud, Automatic Flush Valve For Use with toilets 1.28 GPF / SLOAN 111-1.28 DFB SM	$ 550.00	$ 550.00
4	Purchase Elkay LZSTL8WSLK Water Refilling Station, Bi-Level Reversible, W/Filter, Light Gray	$ 2,276.75	$ 9,107.00
4	Remove existing H/L water fountain and install new Elkay LZSTL8WSLK Water Refilling Station, Bi-Level Reversible, W/Filter, Light Gray	$ 3,300.00	$ 13,200.00
1	Elkay EZSDWSLK EZH2O Single Water Bottle Refilling Station Non-Refrigerated, Light Gray	$ 1,809.65	$ 1,809.65
1	Remove existing single water fountain and install new Elkay EZSDWSLK EZH2O Single Water Bottle Refilling Station Non-Refrigerated, Light Gray	$ 2,900.00	$ 2,900.00
5	Disconnect, unmount, reconnect, and re-mount electrical outlet for water fountain	$ 450.00	$ 2,250.00
5	Repair wall where existing water fountain will be removed and new water fountail will be installed. Cut out section of damaged drywall, replace damaged drywall and framing, smooth and make ready for paint. Paint new drywall matching color. Approximately 25 SF of drywall and framing to be repaired.	$ 550.00	$ 2,750.00
53	Purchase enMotion® Gen2 Automated Touchless Soap & Sanitizer Dispenser / Model 52057 / (31) Soap & (22) Hand Sanitizers	$ 49.08	$ 2,601.24
53	Remove existing and install enMotion® Gen2 Automated Touchless Soap & Sanitizer Dispenser / Model 52057 / (31) Soap & (22) Hand Sanitizers / ***Please be aware that pricing includes some minor mirror or wall repair depending on location of existing mount.***	$ 40.00	$ 2,120.00
28	Purchase enMotion® 10" Paper Towel Dispenser / Model 59462A	$ 76.67	$ 2,146.76
28	Remove existing hand operated paper towel dispenser and install enMotion® 10" Paper Towel Dispenser / Model 59462A / ***Please be aware that pricing includes some wall repair depending on location of existing mount.***	$ 65.00	$ 1,820.00
2	Purchase GP Wipe Dispenser: Wall, (1) Roll Capacity, Plastic, Black, Manual Model # 54050 / For Gym & Labs	$ 32.42	$ 64.84
2	Install new GP Wipe Dispenser: Wall, (1) Roll Capacity, Plastic, Black, Manual Model # 54050 / For Gym & Labs	$ 32.50	$ 65.00
	Clean all areas as needed		
		Subtotal	$ 67,487.98
		Overhead 10%	6,748.80
		Total	**$ 74,236.78**

Make all checks payable to Hawk Construction Co. LLC

THANK YOU FOR YOUR BUSINESS!

Estimate

Hawk Construction Company LLC

"We Strive for Excellence"

158 Fairview Rd, Suite E, Ellenwood, GA 30294
tel (678) 565-5120 | fax (678) 565-7950 | cameo@mhawkconstruction.com

Date: April 21, 2022
Estimate #: 15-A

To: Fulton County Purchasing Department
130 Peachtree St SW #1168
Atlanta, GA 30303

Service Address:
Bowden Multipurpose & Adult Day Centers
2885 Church St.
East Point, GA 30344

Salesperson	Job	Quote Valid Until	Payment Terms
Cameo Michel	**R & R Plumbing Fixtures & Water Fountains**	5/1/2022	Due upon receipt

Qty	Description	Unit Price	Line Total
10	Purchase Mid Arc, Bathroom Sink Faucet with touchless sensor / 1.50 GPM Model # Zurn - Z6915-XL	$ 413.00	$ 4,130.00
10	Install Bathroom Sink Faucet with touchless sensor / 1.50 GPM Model # Zurn - Z6915-XL	$ 500.00	$ 5,000.00
6	Purhase American Standard Lucerne Wall Hung Bathroom Sink in White with 4 in. Faucet Holes / new control valve, drain, hot & cold supply lines and drain pipes	$ 390.54	$ 2,343.24
6	Remove existing 8 inch spread wall hung sink and install American Standard Lucerne Wall Hung Bathroom Sink in White with 4 in. Faucet Holes / new control valve, drain, hot & cold supply lines and drain pipes	$ 550.00	$ 550.00
6	Repair wall where existing sink will be removed and new sink will be installed. Patch / repair damaged drywall, smooth, and make ready for paint. Paint new drywall matching color. Wall framing will be repaired as needed.	$ 375.00	$ 2,250.00
1	Purchase Exposed,Top Spud, Automatic Flush Valve For Use with toilets 1.28 GPF / SLOAN 111-1.28 DFB SM	$ 539.49	$ 539.49
1	Remove existing manual flush valve and install Exposed,Top Spud, Automatic Flush Valve For Use with toilets 1.28 GPF / SLOAN 111-1.28 DFB SM	$ 550.00	$ 550.00
3	Purchase Elkay LZSTL8WSLK Water Refilling Station, Bi-Level Reversible, W/Filter, Light Gray	$ 2,276.75	$ 6,830.25
3	Remove existing H/L water fountain and install new Elkay LZSTL8WSLK Water Refilling Station, Bi-Level Reversible, W/Filter, Light Gray	$ 3,300.00	$ 9,900.00
1	Elkay EZSDWSLK EZH2O Single Water Bottle Refilling Station Non-Refrigerated, Light Gray	$ 1,809.65	$ 1,809.65
1	Remove existing single water fountain and install new Elkay EZSDWSLK EZH2O Single Water Bottle Refilling Station Non-Refrigerated, Light Gray	$ 2,900.00	$ 2,900.00
4	Disconnect, unmount, reconnect, and re-mount electrical outlet for water fountain	$ 450.00	$ 1,800.00
4	Repair wall where existing water fountain will be removed and new water fountail will be installed. Cut out section of damaged drywall, replace damaged drywall and framing, smooth and make ready for paint. Paint new drywall matching color. Approximately 25 SF of drywall and framing to be repaired.	$ 550.00	$ 2,200.00
57	Purchase enMotion® Gen2 Automated Touchless Soap & Sanitizer Dispenser / Model 52057 / (42) Soap & (15) Hand Sanitizers	$ 49.08	$ 2,797.56
57	Remove existing and install enMotion® Gen2 Automated Touchless Soap & Sanitizer Dispenser / Model 52057 / (42) Soap & (15) Hand Sanitizers / ***Please be aware that pricing includes some minor mirror or wall repair depending on location of existing mount*** .	$ 40.00	$ 2,280.00
30	Purchase enMotion® 10" Paper Towel Dispenser / Model 59462A	$ 76.67	$ 2,300.10
30	Remove existing hand operated paper towel dispenser and install enMotion® 10" Paper Towel Dispenser / Model 59462A / ***Please be aware that pricing includes some wall repair depending on location of existing mount.***	$ 65.00	$ 1,950.00
2	Purchase GP Wipe Dispenser: Wall, (1) Roll Capacity, Plastic, Black, Manual Model # 54050 / For Gym & Labs	$ 32.42	$ 64.84
2	Install new GP Wipe Dispenser: Wall, (1) Roll Capacity, Plastic, Black, Manual Model # 54050 / For Gym & Labs	$ 32.50	$ 65.00
	Clean all areas as needed		
		Subtotal	$ 50,260.13
		Overhead 10%	5,026.01
		Total	**$ 55,286.14**

Make all checks payable to Hawk Construction Co. LLC

THANK YOU FOR YOUR BUSINESS!

Estimate

Hawk Construction Company LLC

"We Strive for Excellence"

Date: April 21, 2022
Estimate #: 16-A

158 Fairview Rd, Suite E, Ellenwood, GA 30294
tel (678) 565-5120 | fax (678) 565-7950 | cameo@mhawkconstruction.com

To: Fulton County Purchasing Department
130 Peachtree St SW #1168
Atlanta, GA 30303

Service Address:
Darnell Multipurpose Center
677 Fairburn Rd. NW
Atlanta, GA 30331

Salesperson	Job	Quote Valid Until	Payment Terms
Cameo Michel	**R & R Plumbing Fixtures & Water Fountains**	5/2/2022	Due upon receipt

Qty	Description	Unit Price	Line Total
32	Purchase Mid Arc, Bathroom Sink Faucet with touchless sensor / 1.50 GPM Model # Zurn - Z6915-XL	$ 413.00	$ 13,216.00
32	Install Bathroom Sink Faucet with touchless sensor / 1.50 GPM Model # Zurn - Z6915-XL	$ 500.00	$ 16,000.00
8	Purchase Exposed,Top Spud, Automatic Flush Valve For Use with toilets 1.28 GPF / SLOAN 111-1.28 DFB SM	$ 539.49	$ 4,315.92
8	Remove existing manual flush valve and install Exposed,Top Spud, Automatic Flush Valve For Use with toilets 1.28 GPF / SLOAN 111-1.28 DFB SM	$ 550.00	$ 4,400.00
2	Purchase Exposed,Top Spud, Automatic Flush Valve For Use with Urinals / SLOAN 186-1 DFB SMO	$ 537.01	$ 1,074.02
2	Remove existing manual flush valve and install Exposed,Top Spud, Automatic Flush Valve For Use with Urinals / SLOAN 186-1 DFB SMO	$ 550.00	$ 1,100.00
2	Purchase Elkay LZSTL8WSLK Water Refilling Station, Bi-Level Reversible, W/Filter, Light Gray	$ 2,276.75	$ 4,553.50
2	Remove existing H/L water fountain and install new Elkay LZSTL8WSLK Water Refilling Station, Bi-Level Reversible, W/Filter, Light Gray	$ 3,300.00	$ 6,600.00
1	Elkay EZSDWSLK EZH2O Single Water Bottle Refilling Station Non-Refrigerated, Light Gray	$ 1,809.65	$ 1,809.65
1	Remove existing single water fountain and install new Elkay EZSDWSLK EZH2O Single Water Bottle Refilling Station Non-Refrigerated, Light Gray	$ 2,900.00	$ 2,900.00
3	Disconnect, unmount, reconnect, and re-mount electrical outlet for water fountain	$ 450.00	$ 1,350.00
3	Repair wall where existing water fountain will be removed and new water fountail will be installed. Cut out section of damaged drywall, replace damaged drywall and framing, smooth and make ready for paint. Paint new drywall matching color. Approximately 25 SF of drywall and framing to be repaired.	$ 550.00	$ 1,650.00
44	Purchase enMotion® Gen2 Automated Touchless Soap & Sanitizer Dispenser / Model 52057 / (29) Soap & (15) Hand Sanitizers	$ 49.08	$ 2,159.52
44	Remove existing and install enMotion® Gen2 Automated Touchless Soap & Sanitizer Dispenser / Model 52057 / (29) Soap & (15) Hand Sanitizers / ***Please be aware that pricing includes some minor mirror or wall repair depending on location of existing mount*** .	$ 40.00	$ 1,760.00
29	Purchase enMotion® 10" Paper Towel Dispenser / Model 59462A	$ 76.67	$ 2,223.43
29	Remove existing hand operated paper towel dispenser and install enMotion® 10" Paper Towel Dispenser / Model 59462A / ***Please be aware that pricing includes some wall repair depending on location of existing mount.***	$ 65.00	$ 1,885.00
2	Purchase GP Wipe Dispenser: Wall, (1) Roll Capacity, Plastic, Black, Manual Model # 54050 / For Gym & Labs	$ 32.42	$ 64.84
2	Install new GP Wipe Dispenser: Wall, (1) Roll Capacity, Plastic, Black, Manual Model # 54050 / For Gym & Labs	$ 32.50	$ 65.00
	Clean all areas as needed		
		Subtotal	$ 67,126.88
		Overhead 10%	6,712.69
		Total	**$ 73,839.57**

Make all checks payable to Hawk Construction Co. LLC

THANK YOU FOR YOUR BUSINESS!

Estimate

Hawk Construction Company LLC

"We Strive for Excellence"

Date: April 21, 2022
Estimate #: 9-A

158 Fairview Rd, Suite E, Ellenwood, GA 30294
tel (678) 565-5120 | fax (678) 565-7950 | cameo@mhawkconstruction.com

To: Fulton County Purchasing Department
130 Peachtree St SW #1168
Atlanta, GA 30303

Service Address:
Dogwood Senior Center
1953 Donald Lee Hollowell Pkwy NW
Atlanta, GA 30318

Salesperson	Job	Quote Valid Until	Payment Terms
Cameo Michel	**R & R Plumbing Fixtures & Water Fountain**	5/1/2022	Due upon receipt

Qty	Description	Unit Price	Line Total
10	Purchase Mid Arc, Bathroom Sink Faucet with touchless sensor / 1.50 GPM Model # Zurn - Z6915-XL	$ 413.00	$ 4,130.00
10	Install Bathroom Sink Faucet with touchless sensor / 1.50 GPM Model # Zurn - Z6915-XL	$ 500.00	$ 5,000.00
6	Purchase Exposed,Top Spud, Automatic Flush Valve For Use with toilets 1.28 GPF / SLOAN 111-1.28 DFB SM	$ 539.49	$ 3,236.94
6	Remove existing manual flush valve and install Exposed,Top Spud, Automatic Flush Valve For Use with toilets 1.28 GPF / SLOAN 111-1.28 DFB SM	$ 550.00	$ 3,300.00
2	Purchase Exposed,Top Spud, Automatic Flush Valve For Use with Urinals / SLOAN 186-1 DFB SMO	$ 537.01	$ 1,074.02
2	Remove existing manual flush valve and install Exposed,Top Spud, Automatic Flush Valve For Use with Urinals / SLOAN 186-1 DFB SMO	$ 550.00	$ 1,100.00
1	Purchase new GE Stack White Laundry Center 3.8 cu. ft. Washer and 5.9 cu. ft. 240-Volt Vented Electric Dryer with delivery	$ 1,932.35	$ 1,932.35
1	Install new electrical wiring, junction boxes, circuit breaker, 240V outlet, and 120V outlet with wire runs to panel box. Test circuit to make sure its working properly then plug in new stack W/D	$ 822.06	$ 822.06
1	Install rough-in plumbing for new GE stack W/D. Install new hot & cold lines, drain & drain line, box with supply lines control valves. Will have to run vent line 25' to 30' long up over wall to exterior wall and bore hole for access to outside.	$ 4,200.00	$ 4,200.00
1	Pressure wash large entry canopy with cleaning solution to remove dirt and mildew	$ 725.00	$ 725.00
1	Purchase Elkay LZSTL8WSLK Water Refilling Station, Bi-Level Reversible, W/Filter, Light Gray	$ 2,276.75	$ 2,276.75
1	Remove existing H/L water fountain and install new Elkay LZSTL8WSLK Water Refilling Station, Bi-Level Reversible, W/Filter, Light Gray	$ 3,300.00	$ 3,300.00
1	Disconnect, unmount, reconnect, and re-mount electrical outlet for water fountain	$ 450.00	$ 450.00
1	Repair wall where existing water fountain will be removed and new water fountail will be installed. Cut out section of damaged drywall, replace damaged drywall and framing, smooth and make ready for paint. Paint new drywall matching color. Approximately 25 SF of drywall and framing to be repaired.	$ 550.00	$ 550.00
16	Purchase enMotion® Gen2 Automated Touchless Soap & Sanitizer Dispenser / Model 52057 / (10) Soap & (6) Hand Sanitizers	$ 49.08	$ 785.28
16	Remove existing and install enMotion® Gen2 Automated Touchless Soap & Sanitizer Dispenser / Model 52057 / (10) Soap & (6) Hand Sanitizers / ***Please be aware that pricing includes some minor mirror or wall repair depending on location of existing mount***.	$ 40.00	$ 640.00
8	Purchase enMotion® 10" Paper Towel Dispenser / Model 59462A	$ 76.67	$ 613.36
8	Remove existing hand operated paper towel dispenser and install enMotion® 10" Paper Towel Dispenser / Model 59462A / ***Please be aware that pricing includes some wall repair depending on location of existing mount.***	$ 65.00	$ 520.00
2	Purchase GP Wipe Dispenser: Wall, (1) Roll Capacity, Plastic, Black, Manual Model # 54050 / For Gym & Labs	$ 32.42	$ 64.84
2	Install new GP Wipe Dispenser: Wall, (1) Roll Capacity, Plastic, Black, Manual Model # 54050 / For Gym & Labs	$ 32.50	$ 65.00
	Clean all areas as needed		
		Subtotal	$ 34,785.60
		Overhead 10%	3,478.56
		Total	**$ 38,264.16**

Make all checks payable to Hawk Construction Co. LLC

THANK YOU FOR YOUR BUSINESS!

Estimate

Hawk Construction Company LLC

"We Strive for Excellence"

Date: April 21, 2022
Estimate #: 10-A

158 Fairview Rd, Suite E, Ellenwood, GA 30294
tel (678) 565-5120 | fax (678) 565-7950 | cameo@mhawkconstruction.com

To: Fulton County Purchasing Department
130 Peachtree St SW #1168
Atlanta, GA 30303

Service Address:
Hapeville Senior Center
527 King Arnold St.
Hapeville, GA 30354

Salesperson	Job	Quote Valid Until	Payment Terms
Cameo Michel	**R & R Plumbing Fixtures & Water Fountain**	5/1/2022	Due upon receipt

Qty	Description	Unit Price	Line Total
9	Purchase Mid Arc, Bathroom Sink Faucet with touchless sensor / 1.50 GPM Model # Zurn - Z6915-XL	$ 413.00	$ 3,717.00
9	Install Bathroom Sink Faucet with touchless sensor / 1.50 GPM Model # Zurn - Z6915-XL	$ 500.00	$ 4,500.00
1	Purchase Elkay LZSTL8WSLK Water Refilling Station, Bi-Level Reversible, W/Filter, Light Gray	$ 2,276.75	$ 2,276.75
1	Remove existing H/L water fountain and install new Elkay LZSTL8WSLK Water Refilling Station, Bi-Level Reversible, W/Filter, Light Gray	$ 3,300.00	$ 3,300.00
1	Disconnect, unmount, reconnect, and re-mount electrical outlet for water fountain	$ 450.00	$ 450.00
1	Repair wall where existing water fountain will be removed and new water fountail will be installed. Cut out section of damaged drywall, replace damaged drywall and framing, smooth and make ready for paint. Paint new drywall matching color. Approximately 25 SF of drywall and framing to be repaired.	$ 550.00	$ 550.00
16	Purchase enMotion® Gen2 Automated Touchless Soap & Sanitizer Dispenser / Model 52057 / (12) Soap & (4) Hand Sanitizers	$ 49.08	$ 785.28
16	Remove existing and install enMotion® Gen2 Automated Touchless Soap & Sanitizer Dispenser / Model 52057 / (12) Soap & (4) Hand Sanitizers / ***Please be aware that pricing includes some minor mirror or wall repair depending on location of existing mount*** .	$ 40.00	$ 640.00
7	Purchase enMotion® 10" Paper Towel Dispenser / Model 59462A	$ 76.67	$ 536.69
7	Remove existing hand operated paper towel dispenser and install enMotion® 10" Paper Towel Dispenser / Model 59462A / ***Please be aware that pricing includes some wall repair depending on location of existing mount.***	$ 65.00	$ 455.00
2	Purchase GP Wipe Dispenser: Wall, (1) Roll Capacity, Plastic, Black, Manual Model # 54050 / For Gym & Labs	$ 32.42	$ 64.84
2	Install new GP Wipe Dispenser: Wall, (1) Roll Capacity, Plastic, Black, Manual Model # 54050 / For Gym & Labs	$ 32.50	$ 65.00
	Clean all areas as needed		
		Subtotal	$ 17,340.56
		Overhead 10%	1,734.06
		Total	**$ 19,074.62**

Make all checks payable to Hawk Construction Co. LLC

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Estimate

Hawk Construction Company LLC

"We Strive for Excellence"

158 Fairview Rd, Suite E, Ellenwood, GA 30294
tel (678) 565-5120 | fax (678) 565-7950 | cameo@mhawkconstruction.com

Date: April 21, 2022
Estimate #: 11-A

To: Fulton County Purchasing Department
130 Peachtree St SW #1168
Atlanta, GA 30303

Service Address:
Helene Mills Multipurpose & Adult Day Centers
515 John Wesley Dobbs Ave NE
Atlanta, GA 30312

Salesperson	Job	Quote Valid Until	Payment Terms
Cameo Michel	**R & R Plumbing Fixture & Water Fountains**	5/1/2022	Due upon receipt

Qty	Description	Unit Price	Line Total
2	Purchase Mid Arc, Bathroom Sink Faucet with touchless sensor / 1.50 GPM Model # Zurn - Z6915-XL	$ 413.00	$ 826.00
2	Install Bathroom Sink Faucet with touchless sensor / 1.50 GPM Model # Zurn - Z6915-XL	$ 500.00	$ 1,000.00
3	Purchase Elkay LZSTL8WSLK Water Refilling Station, Bi-Level Reversible, W/Filter, Light Gray	$ 2,276.75	$ 6,830.25
3	Remove existing H/L water fountain and install new Elkay LZSTL8WSLK Water Refilling Station, Bi-Level Reversible, W/Filter, Light Gray	$ 3,300.00	$ 9,900.00
2	Elkay EZSDWSLK EZH2O Single Water Bottle Refilling Station Non-Refrigerated, Light Gray	$ 1,809.65	$ 3,619.30
2	Remove existing single water fountain and install new Elkay EZSDWSLK EZH2O Single Water Bottle Refilling Station Non-Refrigerated, Light Gray	$ 2,900.00	$ 5,800.00
5	Disconnect, unmount, reconnect, and re-mount electrical outlet for water fountain	$ 450.00	$ 2,250.00
4	Repair wall where existing water fountain will be removed and new water fountail will be installed. Cut out section of damaged drywall, replace damaged drywall and framing, smooth and make ready for paint. Paint new drywall matching color. Approximately 25 SF of drywall and framing to be repaired.	$ 550.00	$ 2,750.00
1	Repair tile and concrete wall where existing hi-lo water fountain is located in pool area. Patch / repair concrete that was damaged and removed during removal of the water fountain. Will have to replace approximately 20 SF of ceramic. Apply thinset, install tile, and grout. Clean after set and dry.	$ 720.00	$ 720.00
45	Purchase enMotion® Gen2 Automated Touchless Soap & Sanitizer Dispenser / Model 52057 / (30) Soap & (15) Hand Sanitizers	$ 49.08	$ 2,208.60
45	Remove existing and install enMotion® Gen2 Automated Touchless Soap & Sanitizer Dispenser / Model 52057 / (30) Soap & (15) Hand Sanitizers / ***Please be aware that pricing includes some minor mirror or wall repair depending on location of existing mount***.	$ 40.00	$ 1,800.00
30	Purchase enMotion® 10" Paper Towel Dispenser / Model 59462A	$ 76.67	$ 2,300.10
30	Remove existing hand operated paper towel dispenser and install enMotion® 10" Paper Towel Dispenser / Model 59462A / ***Please be aware that pricing includes some wall repair depending on location of existing mount.***	$ 65.00	$ 1,950.00
2	Purchase GP Wipe Dispenser: Wall, (1) Roll Capacity, Plastic, Black, Manual Model # 54050 / For Gym & Labs	$ 32.42	$ 64.84
2	Install new GP Wipe Dispenser: Wall, (1) Roll Capacity, Plastic, Black, Manual Model # 54050 / For Gym & Labs	$ 32.50	$ 65.00
	Clean all areas as needed		
		Subtotal	$ 42,084.09
		Overhead 10%	4,208.41
		Total	**$ 46,292.50**

Make all checks payable to Hawk Construction Co. LLC

THANK YOU FOR YOUR BUSINESS!

Estimate

Hawk Construction Company LLC

"We Strive for Excellence"

158 Fairview Rd, Suite E, Ellenwood, GA 30294
tel (678) 565-5120 | fax (678) 565-7950 | cameo@mhawkconstruction.com

Date: April 21, 2022
Estimate #: 12-A

To: Fulton County Purchasing Department
130 Peachtree St SW #1168
Atlanta, GA 30303

Service Address:
New Beginnings Senior Center
66 Brooks Drive
Fairburn, GA 30213

Salesperson	Job	Quote Valid Until	Payment Terms
Cameo Michel	**R & R Plumbing Fixtures & Water Fountain**	5/1/2022	Due upon receipt

Qty	Description	Unit Price	Line Total
4	Purchase Mid Arc, Bathroom Sink Faucet with touchless sensor / 1.50 GPM Model # Zurn - Z6915-XL	$ 413.00	$ 1,652.00
4	Install Bathroom Sink Faucet with touchless sensor / 1.50 GPM Model # Zurn - Z6915-XL	$ 500.00	$ 2,000.00
1	Purchase Exposed,Top Spud, Automatic Flush Valve For Use with toilets 1.28 GPF / SLOAN 111-1.28 DFB SM	$ 539.49	$ 539.49
1	Remove existing manual flush valve and install Exposed,Top Spud, Automatic Flush Valve For Use with toilets 1.28 GPF / SLOAN 111-1.28 DFB SM	$ 550.00	$ 550.00
1	Purchase Exposed,Top Spud, Automatic Flush Valve For Use with Urinals / SLOAN 186-1 DFB SMO	$ 537.01	$ 537.01
1	Remove existing manual flush valve and install Exposed,Top Spud, Automatic Flush Valve For Use with Urinals / SLOAN 186-1 DFB SMO	$ 550.00	$ 550.00
1	Purchase Elkay LZSTL8WSLK Water Refilling Station, Bi-Level Reversible, W/Filter, Light Gray	$ 2,276.75	$ 2,276.75
1	Remove existing H/L water fountain and install new Elkay LZSTL8WSLK Water Refilling Station, Bi-Level Reversible, W/Filter, Light Gray	$ 3,300.00	$ 3,300.00
1	Disconnect, unmount, reconnect, and re-mount electrical outlet for water fountain	$ 450.00	$ 450.00
1	Repair wall where existing water fountain will be removed and new water fountail will be installed. Cut out section of damaged drywall, replace damaged drywall and framing, smooth and make ready for paint. Paint new drywall matching color. Approximately 25 SF of drywall and framing to be repaired.	$ 550.00	$ 550.00
15	Purchase enMotion® Gen2 Automated Touchless Soap & Sanitizer Dispenser / Model 52057 / (10) Soap & (5) Hand Sanitizers	$ 49.08	$ 736.20
15	Remove existing and install enMotion® Gen2 Automated Touchless Soap & Sanitizer Dispenser / Model 52057 / (10) Soap & (5) Hand Sanitizers / ***Please be aware that pricing includes some minor mirror or wall repair depending on location of existing mount.***	$ 40.00	$ 600.00
7	Purchase enMotion® 10" Paper Towel Dispenser / Model 59462A	$ 76.67	$ 536.69
7	Remove existing hand operated paper towel dispenser and install enMotion® 10" Paper Towel Dispenser / Model 59462A / ***Please be aware that pricing includes some wall repair depending on location of existing mount.***	$ 65.00	$ 455.00
2	Purchase GP Wipe Dispenser: Wall, (1) Roll Capacity, Plastic, Black, Manual Model # 54050 / For Gym & Labs	$ 32.42	$ 64.84
2	Install new GP Wipe Dispenser: Wall, (1) Roll Capacity, Plastic, Black, Manual Model # 54050 / For Gym & Labs	$ 32.50	$ 65.00
	Clean all areas as needed		
		Subtotal	$ 14,862.98
		Overhead 10%	1,486.30
		Total	**$ 16,349.28**

Make all checks payable to Hawk Construction Co. LLC

THANK YOU FOR YOUR BUSINESS!

Estimate

Hawk Construction Company LLC

"We Strive for Excellence"

Date: April 21, 2022
Estimate #: 8-A

158 Fairview Rd, Suite E, Ellenwood, GA 30294
tel (678) 565-5120 | fax (678) 565-7950 | cameo@mhawkconstruction.com

To: Fulton County Purchasing Department
130 Peachtree St SW #1168
Atlanta, GA 30303

Service Address:
New Horizons Senior Center
745 Orr Street NW
Atlanta, GA 30314

Salesperson	Job	Quote Valid Until	Payment Terms
Cameo Michel	**R & R Plumbing Fixtures & Water Fountain**	5/1/2022	Due upon receipt

Qty	Description	Unit Price	Line Total
11	Purchase Mid Arc, Bathroom Sink Faucet with touchless sensor / 1.50 GPM Model # Zurn - Z6915-XL	$ 413.00	$ 4,543.00
11	Install Bathroom Sink Faucet with touchless sensor / 1.50 GPM Model # Zurn - Z6915-XL	$ 500.00	$ 5,500.00
8	Purchase Exposed,Top Spud, Automatic Flush Valve For Use with toilets 1.28 GPF / SLOAN 111-1.28 DFB SM	$ 539.49	$ 4,315.92
8	Remove existing manual flush valve and install Exposed,Top Spud, Automatic Flush Valve For Use with toilets 1.28 GPF / SLOAN 111-1.28 DFB SM	$ 550.00	$ 4,400.00
2	Purchase Exposed,Top Spud, Automatic Flush Valve For Use with Urinals / SLOAN 186-1 DFB SMO	$ 537.01	$ 1,074.02
2	Remove existing manual flush valve and install Exposed,Top Spud, Automatic Flush Valve For Use with Urinals / SLOAN 186-1 DFB SMO	$ 550.00	$ 1,100.00
1	Purchase Elkay LZSTL8WSLK Water Refilling Station, Bi-Level Reversible, W/Filter, Light Gray	$ 2,276.75	$ 2,276.75
1	Remove existing H/L water fountain and install new Elkay LZSTL8WSLK Water Refilling Station, Bi-Level Reversible, W/Filter, Light Gray	$ 3,300.00	$ 3,300.00
1	Disconnect, unmount, reconnect, and re-mount electrical outlet for water fountain	$ 450.00	$ 450.00
1	Repair wall where existing water fountain will be removed and new water fountail will be installed. Cut out section of damaged drywall, replace damaged drywall and framing, smooth and make ready for paint. Paint new drywall matching color. Approximately 25 SF of drywall and framing to be repaired.	$ 550.00	$ 550.00
6	Purchase enMotion® Gen2 Automated Touchless Soap & Sanitizer Dispenser / Model 52057 / (3) Soap & (3) Hand Sanitizers	$ 49.08	$ 294.48
6	Remove existing and install enMotion® Gen2 Automated Touchless Soap & Sanitizer Dispenser / Model 52057 / (3) Soap & (3) Hand Sanitizers / ***Please be aware that pricing includes some minor mirror or wall repair depending on location of existing mount***.	$ 40.00	$ 240.00
3	Purchase enMotion® 10" Paper Towel Dispenser / Model 59462A	$ 76.67	$ 230.01
3	Remove existing hand operated paper towel dispenser and install enMotion® 10" Paper Towel Dispenser / Model 59462A / ***Please be aware that pricing includes some wall repair depending on location of existing mount.***	$ 65.00	$ 195.00
2	Purchase GP Wipe Dispenser: Wall, (1) Roll Capacity, Plastic, Black, Manual Model # 54050 / For Gym & Labs	$ 32.42	$ 64.84
2	Install new GP Wipe Dispenser: Wall, (1) Roll Capacity, Plastic, Black, Manual Model # 54050 / For Gym & Labs	$ 32.50	$ 65.00
	Clean all areas as needed		
		Subtotal	$ 28,599.02
		Overhead 10%	2,859.90
		Total	**$ 31,458.92**

Make all checks payable to Hawk Construction Co. LLC

THANK YOU FOR YOUR BUSINESS!

Estimate

Hawk Construction Company LLC

"We Strive for Excellence"

158 Fairview Rd, Suite E, Ellenwood, GA 30294
tel (678) 565-5120 | fax (678) 565-7950 | cameo@mhawkconstruction.com

Date: April 21, 2022
Estimate #: 13-A

To: Fulton County Purchasing Department
130 Peachtree St SW #1168
Atlanta, GA 30303

Service Address:
Palmetto Senior Center
510 Turner Ave.
Palmetto, GA 30268

Salesperson	Job	Quote Valid Until	Payment Terms
Cameo Michel	**R & R Plumbing Fixtures & Water Fountains**	5/1/2022	Due upon receipt

Qty	Description	Unit Price	Line Total
7	Purchase Mid Arc, Bathroom Sink Faucet with touchless sensor / 1.50 GPM Model # Zurn - Z6915-XL	$ 413.00	$ 2,891.00
7	Install Bathroom Sink Faucet with touchless sensor / 1.50 GPM Model # Zurn - Z6915-XL	$ 500.00	$ 3,500.00
10	Purchase Exposed,Top Spud, Automatic Flush Valve For Use with toilets 1.28 GPF / SLOAN 111-1.28 DFB SM	$ 539.49	$ 5,394.90
10	Remove existing manual flush valve and install Exposed,Top Spud, Automatic Flush Valve For Use with toilets 1.28 GPF / SLOAN 111-1.28 DFB SM	$ 550.00	$ 5,500.00
2	Purchase Exposed,Top Spud, Automatic Flush Valve For Use with Urinals / SLOAN 186-1 DFB SMO	$ 537.01	$ 1,074.02
2	Remove existing manual flush valve and install Exposed,Top Spud, Automatic Flush Valve For Use with Urinals / SLOAN 186-1 DFB SMO	$ 550.00	$ 1,100.00
2	Purchase Elkay LZSTL8WSLK Water Refilling Station, Bi-Level Reversible, W/Filter, Light Gray	$ 2,276.75	$ 4,553.50
2	Remove existing H/L water fountain and install new Elkay LZSTL8WSLK Water Refilling Station, Bi-Level Reversible, W/Filter, Light Gray	$ 3,300.00	$ 6,600.00
2	Disconnect, unmount, reconnect, and re-mount electrical outlet for water fountain	$ 450.00	$ 900.00
2	Repair wall where existing water fountain will be removed and new water fountail will be installed. Cut out section of damaged drywall, replace damaged drywall and framing, smooth and make ready for paint. Paint new drywall matching color. Approximately 25 SF of drywall and framing to be repaired. ***Note: One location has wallpaper; may not be able to find matching paper.***	$ 550.00	$ 1,100.00
15	Purchase enMotion® Gen2 Automated Touchless Soap & Sanitizer Dispenser / Model 52057 / (10) Soap & (5) Hand Sanitizers	$ 49.08	$ 736.20
15	Remove existing and install enMotion® Gen2 Automated Touchless Soap & Sanitizer Dispenser / Model 52057 / (10) Soap & (5) Hand Sanitizers / ***Please be aware that pricing includes some minor mirror or wall repair depending on location of existing mount***.	$ 40.00	$ 600.00
8	Purchase enMotion® 10" Paper Towel Dispenser / Model 59462A	$ 76.67	$ 613.36
8	Remove existing hand operated paper towel dispenser and install enMotion® 10" Paper Towel Dispenser / Model 59462A / ***Please be aware that pricing includes some wall repair depending on location of existing mount.***	$ 65.00	$ 520.00
2	Purchase GP Wipe Dispenser: Wall, (1) Roll Capacity, Plastic, Black, Manual Model # 54050 / For Gym & Labs	$ 32.42	$ 64.84
2	Install new GP Wipe Dispenser: Wall, (1) Roll Capacity, Plastic, Black, Manual Model # 54050 / For Gym & Labs	$ 32.50	$ 65.00
	Clean all areas as needed		
		Subtotal	$ 35,212.82
		Overhead 10%	3,521.28
		Total	**$ 38,734.10**

Make all checks payable to Hawk Construction Co. LLC

THANK YOU FOR YOUR BUSINESS!

Estimate

Hawk Construction Company LLC

"We Strive for Excellence"

158 Fairview Rd, Suite E, Ellenwood, GA 30294
tel (678) 565-5120 | fax (678) 565-7950 | cameo@mhawkconstruction.com

Date: April 21, 2022
Estimate #: 17-A

To: Fulton County Purchasing Department
130 Peachtree St SW #1168
Atlanta, GA 30303

Service Address:
QLS Senior Center
4001 Danforth Rd SW
Atlanta, GA 30331

Salesperson	Job	Quote Valid Until	Payment Terms
Cameo Michel	**R & R Plumbing Fixtures & Dispensers**	5/2/2022	Due upon receipt

Qty	Description	Unit Price	Line Total
1	Purchase Mid Arc, Bathroom Sink Faucet with touchless sensor / 1.50 GPM Model # Zurn - Z6915-XL	$ 413.00	$ 413.00
1	Install Bathroom Sink Faucet with touchless sensor / 1.50 GPM Model # Zurn - Z6915-XL	$ 500.00	$ 413.00
1	Purchase Exposed,Top Spud, Automatic Flush Valve For Use with toilets 1.28 GPF / SLOAN 111-1.28 DFB SM	$ 539.49	$ 539.49
1	Remove existing manual flush valve and install Exposed,Top Spud, Automatic Flush Valve For Use with toilets 1.28 GPF / SLOAN 111-1.28 DFB SM	$ 550.00	$ 550.00
1	Purchase Maytag Washer & Dryer Set	$ 1,616.00	$ 1,616.00
1	Remove existing W/D set and install Maytag Washer & Dryer set. Remove and replace hot and cold lines, control valves box, control valves, and drain pipe at box.	$ 700.00	$ 700.00
4	Purchase enMotion® Gen2 Automated Touchless Soap & Sanitizer Dispenser / Model 52057 / (2) Soap & (2) Hand Sanitizers	$ 49.08	$ 196.32
4	Remove existing and install enMotion® Gen2 Automated Touchless Soap & Sanitizer Dispenser / Model 52057 / (2) Soap & (2) Hand Sanitizers / ***Please be aware that pricing includes some minor mirror or wall repair depending on***	$ 40.00	$ 160.00
2	Purchase enMotion® 10" Paper Towel Dispenser / Model 59462A	$ 76.67	$ 153.34
2	Remove existing hand operated paper towel dispenser and install enMotion® 10" Paper Towel Dispenser / Model 59462A / ***Please be aware that pricing includes some wall repair depending on location of existing mount.***	$ 65.00	$ 130.00
2	Purchase GP Wipe Dispenser: Wall, (1) Roll Capacity, Plastic, Black, Manual Model # 54050 / For Gym & Labs	$ 32.42	$ 64.84
2	Install new GP Wipe Dispenser: Wall, (1) Roll Capacity, Plastic, Black, Manual Model # 54050 / For Gym & Labs	$ 32.50	$ 65.00
	Clean all areas as needed		
		Subtotal	$ 5,000.99
		Overhead 10%	500.10
		Total	**$ 5,501.09**

Make all checks payable to Hawk Construction Co. LLC

THANK YOU FOR YOUR BUSINESS!

Estimate

Hawk Construction Company LLC

"We Strive for Excellence"

158 Fairview Rd, Suite E, Ellenwood, GA 30294
tel (678) 565-5120 | fax (678) 565-7950 | cameo@mhawkconstruction.com

Date: April 21, 2022
Estimate #: 18-A

To: Fulton County Purchasing Department
130 Peachtree St SW #1168
Atlanta, GA 30303

Service Address:
Roswell Senior Center
1250 Warsaw Rd.
Roswell, GA 30076

Salesperson	Job	Quote Valid Until	Payment Terms
Cameo Michel	**R & R Plumbing Fixtures / Dispensers / Water Fountains**	5/2/2022	Due upon receipt

Qty	Description	Unit Price	Line Total
9	Purchase Mid Arc, Bathroom Sink Faucet with touchless sensor / 1.50 GPM Model # Zurn - Z6915-XL	$ 413.00	$ 3,717.00
9	Install Bathroom Sink Faucet with touchless sensor / 1.50 GPM Model # Zurn - Z6915-XL	$ 500.00	$ 4,500.00
8	Purchase Flushmate Intelli-Flush Automatic Flushing System Chrome	$ 297.00	$ 2,376.00
8	Purchase Sloan Two-Piece Pressure-Assist Toilet with SloanTec Glaze 1.28 gpf, LH for use with Flushmate Intelli-Flush Automatic Flushing System Chrome	$ 463.08	$ 3,704.64
8	Remove existing toilet with accessories, assemble and install new Sloan Two-Piece Pressure-Assist Toilet with SloanTec Glaze 1.28 gpf, LH and Flushmate Intelli-Flush Automatic Flushing System Chrome	$ 700.00	$ 5,600.00
2	Purchase Exposed,Top Spud, Automatic Flush Valve For Use with Urinals / SLOAN 186-1 DFB SMO	$ 537.01	$ 1,074.02
2	Remove existing manual flush valve and install Exposed,Top Spud, Automatic Flush Valve For Use with Urinals / SLOAN 186-1 DFB SMO	$ 550.00	$ 1,100.00
2	Elkay EZSDWSLK EZH2O Single Water Bottle Refilling Station Non-Refrigerated, Light Gray	$ 1,809.65	$ 3,619.30
2	Remove existing single water fountain and install new Elkay EZSDWSLK EZH2O Single Water Bottle Refilling Station Non-Refrigerated, Light Gray	$ 2,900.00	$ 5,800.00
16	Purchase enMotion® Gen2 Automated Touchless Soap & Sanitizer Dispenser / Model 52057 / (8) Soap & (8) Hand Sanitizers	$ 49.08	$ 785.28
16	Remove existing and install enMotion® Gen2 Automated Touchless Soap & Sanitizer Dispenser / Model 52057 / (8) Soap & (8) Hand Sanitizers / ***Please be aware that pricing includes some minor mirror or wall repair depending on location of existing mount*** .	$ 40.00	$ 640.00
8	Purchase enMotion® 10" Paper Towel Dispenser / Model 59462A	$ 76.67	$ 613.36
8	Remove existing hand operated paper towel dispenser and install enMotion® 10" Paper Towel Dispenser / Model 59462A / ***Please be aware that pricing includes some wall repair depending on location of existing mount.***	$ 65.00	$ 520.00
2	Purchase GP Wipe Dispenser: Wall, (1) Roll Capacity, Plastic, Black, Manual Model # 54050 / For Gym & Labs	$ 32.42	$ 64.84
2	Install new GP Wipe Dispenser: Wall, (1) Roll Capacity, Plastic, Black, Manual Model # 54050 / For Gym & Labs	$ 32.50	$ 65.00
	Clean all areas as needed		
		Subtotal	$ 34,179.44
		Overhead 10%	3,417.94
		Total	**$ 37,597.38**

Make all checks payable to Hawk Construction Co. LLC

THANK YOU FOR YOUR BUSINESS!

Estimate

Hawk Construction Company LLC

"We Strive for Excellence"

158 Fairview Rd, Suite E, Ellenwood, GA 30294
tel (678) 565-5120 | fax (678) 565-7950 | cameo@mhawkconstruction.com

Date: April 21, 2022
Estimate #: 5-A

To: Fulton County Purchasing Department
130 Peachtree St SW #1168
Atlanta, GA 30303

Service Address:
Sandy Springs Senior Center
6500 Vernon Woods Dr. NE
Sandy Springs, GA 30328

Salesperson	Job	Quote Valid Until	Payment Terms
Cameo Michel	**R & R Plumbing Fixtures / Dispensers / Water Fountain**	5/1/2022	Due upon receipt

Qty	Description	Unit Price	Line Total
10	Purchase Mid Arc, Bathroom Sink Faucet with touchless sensor / 1.50 GPM Model # Zurn - Z6915-XL	$ 413.00	$ 4,130.00
10	Install Bathroom Sink Faucet with touchless sensor / 1.50 GPM Model # Zurn - Z6915-XL	$ 500.00	$ 5,000.00
1	Purchase Elkay LZSTL8WSLK Water Refilling Station, Bi-Level Reversible, W/Filter, Light Gray	$ 2,276.75	$ 2,276.75
1	Remove existing H/L water fountain and install new Elkay LZSTL8WSLK Water Refilling Station, Bi-Level Reversible, W/Filter, Light Gray	$ 3,300.00	$ 3,300.00
1	Disconnect, unmount, reconnect, and re-mount electrical outlet for water fountain	$ 450.00	$ 450.00
1	Repair wall where existing water fountain will be removed and new water fountail will be installed. Cut out section of damaged drywall, replace damaged drywall and framing, smooth and make ready for paint. Paint new drywall matching color. Approximately 25 SF of drywall and framing to be repaired.	$ 550.00	$ 550.00
9	Purchase enMotion® Gen2 Automated Touchless Soap & Sanitizer Dispenser / Model 52057 / (6) Soap & (3) Hand Sanitizers	$ 49.08	$ 441.72
9	Remove existing and install enMotion® Gen2 Automated Touchless Soap & Sanitizer Dispenser / Model 52057 / (6) Soap & (3) Hand Sanitizers / ***Please be aware that pricing includes some minor mirror or wall repair depending on location of existing mount***.	$ 40.00	$ 360.00
6	Purchase enMotion® 10" Paper Towel Dispenser / Model 59462A	$ 76.67	$ 460.02
6	Remove existing hand operated paper towel dispenser and install enMotion® 10" Paper Towel Dispenser / Model 59462A / ***Please be aware that pricing includes some wall repair depending on location of existing mount.***	$ 65.00	$ 390.00
2	Purchase GP Wipe Dispenser: Wall, (1) Roll Capacity, Plastic, Black, Manual Model # 54050 / For Gym & Labs	$ 32.42	$ 64.84
2	Install new GP Wipe Dispenser: Wall, (1) Roll Capacity, Plastic, Black, Manual Model # 54050 / For Gym & Labs	$ 32.50	$ 65.00
	Clean all areas as needed		
		Subtotal	$ 17,488.33
		Overhead 10%	1,748.83
		Total	**$ 19,237.16**

Make all checks payable to Hawk Construction Co. LLC

THANK YOU FOR YOUR BUSINESS!

Estimate

Hawk Construction Company LLC

"We Strive for Excellence"

158 Fairview Rd, Suite E, Ellenwood, GA 30294
tel (678) 565-5120 | fax (678) 565-7950 | cameo@mhawkconstruction.com

Date: April 21, 2022
Estimate #: 14-A

To: Fulton County Purchasing Department
130 Peachtree St SW #1168
Atlanta, GA 30303

Service Address:
Southeast Senior Center
1650 New Town Circle SE
Atlanta, GA 30315

Salesperson	Job	Quote Valid Until	Payment Terms
Cameo Michel	**R & R Plumbing / Dispensers / Water Fountain**	5/1/2022	Due upon receipt

Qty	Description	Unit Price	Line Total
10	Purchase Mid Arc, Bathroom Sink Faucet with touchless sensor / 1.50 GPM Model # Zurn - Z6915-XL	$ 413.00	$ 4,130.00
10	Install Bathroom Sink Faucet with touchless sensor / 1.50 GPM Model # Zurn - Z6915-XL	$ 500.00	$ 5,000.00
1	Purchase Elkay LZSTL8WSLK Water Refilling Station, Bi-Level Reversible, W/Filter, Light Gray	$ 2,276.75	$ 2,276.75
1	Remove existing H/L water fountain and install new Elkay LZSTL8WSLK Water Refilling Station, Bi-Level Reversible, W/Filter, Light Gray	$ 3,300.00	$ 3,300.00
1	Disconnect, unmount, reconnect, and re-mount electrical outlet for water fountain	$ 450.00	$ 450.00
1	Repair wall where existing water fountain will be removed and new water fountail will be installed. Cut out section of damaged drywall, replace damaged drywall and framing, smooth and make ready for paint. Paint new drywall matching color. Approximately 25 SF of drywall and framing to be repaired. ***Note: One location has wallpaper; may not be able to find matching paper.***	$ 550.00	$ 550.00
21	Purchase enMotion® Gen2 Automated Touchless Soap & Sanitizer Dispenser / Model 52057 / (14) Soap & (7) Hand Sanitizers	$ 49.08	$ 1,030.68
21	Remove existing and install enMotion® Gen2 Automated Touchless Soap & Sanitizer Dispenser / Model 52057 / (14) Soap & (7) Hand Sanitizers / ***Please be aware that pricing includes some minor mirror or wall repair depending on location of existing mount***.	$ 40.00	$ 840.00
10	Purchase enMotion® 10" Paper Towel Dispenser / Model 59462A	$ 76.67	$ 766.70
10	Remove existing hand operated paper towel dispenser and install enMotion® 10" Paper Towel Dispenser / Model 59462A / ***Please be aware that pricing includes some wall repair depending on location of existing mount.***	$ 65.00	$ 650.00
2	Purchase GP Wipe Dispenser: Wall, (1) Roll Capacity, Plastic, Black, Manual Model # 54050 / For Gym & Labs	$ 32.42	$ 64.84
2	Install new GP Wipe Dispenser: Wall, (1) Roll Capacity, Plastic, Black, Manual Model # 54050 / For Gym & Labs	$ 32.50	$ 65.00
	Clean all areas as needed		
		Subtotal	$ 19,123.97
		Overhead 10%	1,912.40
		Total	**$ 21,036.37**

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*

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0749 **Meeting Date:** 11/6/2024

Department
Information Technology

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to amend an existing contract - Information Technology, 22RFP315692K-BKJ, Design, Development and Implementation for Phase I, Public Facing Website with Svanaco Inc., DBA Americaneagle.com (Des Plaines, IL) to complete outstanding project deliverables and to provide additional support hours for the County's public facing website project effective upon BOC approval for an additional 12 month period.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: This amendment is required in order to complete outstanding project deliverables and support hours for implementing critical application enhancements; to update the public-facing website (fultoncountyga.gov) to the latest application release; implement best practices; and, to provide accessibility compliance needs to optimize an inclusive customer experience. Information Technology and External Affairs will continue to partner on the execution of this project.

The original contract term was effective May 24th, 2023, for the sooner of (A) a period of 18 months, (B) final acceptance; or (C) the agreement is terminated as provided in the contract. Information Technology is asking for an extension beyond the end date of the 18-month period November 24, 2024, to December 31, 2025.

Scope of Work: The scope of the work is to develop critical application enhancements, implement best practices, upgrade to the latest version of the platform supporting the public-facing website (fultoncountyga.gov), and partner with the vendor for on-going support.

Community Impact: Enhancements and remediation for the public-facing website provides an improved digital experience for residents, businesses, and other agencies seeking information regarding Fulton County services.

Department Recommendation: Requesting approval to increase spending authority and a contract extension with Americaneagle.com to provide expertise for critical application updates, upgrade the current platform to the latest version, and partner with Fulton County for on-going support.

Project Implications: The project lends toward maintaining a positive public web presence and providing training and knowledge transfers to internal staff.

Community Issues/Concerns: There are no issues/concerns to report.

Department Issues/Concerns: There are no additional concerns to report

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0274	4/19/2023	$355,250.00
Amendment No. 1			**$200,000.00**
Total Revised Amount			$555,250.00

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

Contract Value: **$200,000.00**

Prime Vendor: **Svanaco Inc., DBA Americaneagle.com**
Prime Status: **Non-Minority**
Location: **Des Plaines, IL**
County: **Cook County**
Prime Value: **$200,000.00 or 100.00%**

Total Contract Value: **$200,000.00 or 100.00%**

Agenda Item No.: 24-0749 **Meeting Date:** 11/6/2024

Total Certified Value: **-0-**

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

Exhibit 1: Amendment No. 1 to Form of Contract
Exhibit 2: Performance Evaluation

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

Kevin Kerrigan, CIO, Information Technology, 404-612-0057

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$355,250.00
Previous Adjustments:	$0.00
This Request:	$200,000.00
TOTAL:	$555,250.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1: 100-220-2201-1113: General, Information Technology, Software

Key Contract Terms	
Start Date: 10/1/2024	**End Date:** 12/31/2025
Cost Adjustment:	**Renewal/Extension Terms**: renewal options

Overall Contractor Performance Rating: 82

Would you select/recommend this vendor again?
Yes

Report Period Start:	Report Period End:
5/22/2024	**8/21/2024**

americaneagle.com

August 30, 2024

PROPOSAL

Ongoing Website Support Services

Provided to:

Fulton County Government

Prepared For:
Matt Maierhofer
matthew.maierhofer@fultoncountyga.gov

Prepared By:
Bill Rourke &
Jonathan Price
bill.rourke@americaneagle.com
jonathan.price@americaneagle.com
847-699-0300

americaneagle.com

Client Support Services

We offer ongoing responsive support as well as retainer services with a dedicated number of hours per month to implement solutions for all of your needs. Our Client Services Support program enables Americaneagle.com to allocate a consistent bucket of hours each month to be used by Fulton County Government ("Client") for a myriad of support services – from designing new banner ads, implementing new site features, making database changes, and more.

Support hours can be used for any Americaneagle.com service, such as:

- Strategy & Consulting
- Visual Design
- Platform Updates
- Testing & Validation
- Technical Support
- Account Management
- Content
- Search Engine Optimization
- Performance & UX Analysis
- Paid Search Management
- Training
- Programming
- Analytics & Data Analysis
- System Integrations
- And More

Key Benefits

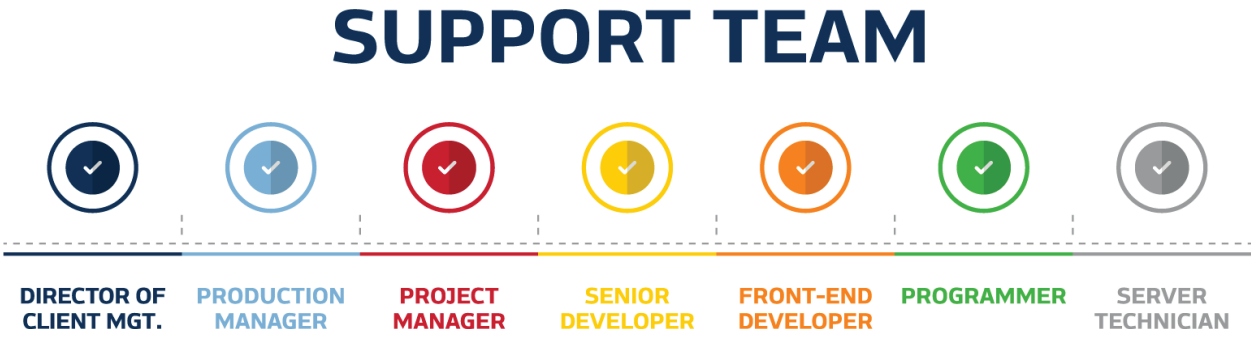
Here are some of the key benefits of the Support Program:

- **Budgeting:** It is easier for Fulton County Government to budget web development expenses if it is fixed from month to month.
- **Scalability:** The Support Program can be scaled up or down depending on demand over time. This initial hour allocation is based on expected need.
- **Timing:** Because we know that Fulton County Government will be investing in these support hours every month, we are able to allocate sufficient resources to guarantee timely implementations.
- **Quoting:** Formal quotes will not be as necessary as many upgrades will simply be requested on an as-needed basis. However, larger projects that require a team of experts will require a separate quote.
- **Talent:** Some of our most skilled programming staff is dedicated to our Client Services Team to ensure that we are providing the highest quality of service as your site evolves and grows over time.

Support Hours

Fulton County Government's Support Program will include **60 hours per month**. This is a rolling block of time that will accrue and roll over month after month for up to 12 months. The support hours expire if not used within a rolling 12 month period.

If more work is needed after the allotted time, Americaneagle.com's staff will complete the work at the standard rate of **$200 per hour**. Large projects require a separate proposal and additional fees.



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Website Maintenance and Support Level Agreement (SLA)

Level	Definition	Client Obligation	Americaneagle.com Obligation
1	**Critical:** Site unavailable or non-conformity in the website causes consistent user system response delays.	Verbal and written/email notification of unavailability or non-conformity as soon as possible (within one (1) hour) after determination of the unavailability for non-conformity.	Written/email or verbal acknowledgment of unavailability or non-conformity within one (1) hour of notice from Client, modifications to site addressed within 24 hours of notice from Client.
2	**Serious:** Users cannot operate the website without help.	Verbal and written/email notification of unavailability or non-conformity as soon as possible (within one (1) hour) after determination of the unavailability or non-conformity.	Written/email or verbal acknowledgment of unavailability or non-conformity within one (1) hour of notice from Client, modifications to the Site addressed within forty-eight (48) hours of notice from Client.
3	**Intermittent:** Non-conformity in the website (intermittent bugs) causes material modules or features to not work.	Written/email notification of non-conformity within five (5) business days of determination of the non-conformity.	Written/email or verbal acknowledgment of non-conformity within two (2) days of notice from Client, modifications to the Site to be released within five (5) business days.
4	**Non-Critical:** Non-conformity in the website reduces the efficiency of the website, material access to the website still available. Users or Client would like to understand operation or gain additional information.	Written/email notification of non-conformity within ten (10) business days of determination of the non-conformity.	Written/email or verbal acknowledgment of non-conformity within five (5) business days of notice from Client, modifications to the Site to be released within next standard release cycle.

After Hours Escalation Matrix

Level	Designation	How / When to Escalate
1	On Call System	Contact immediately upon discovery of issue.
2	On Call Americaneagle.com Server Technician	Escalate immediately if it is a server level issue.
3	On Call Americaneagle.com Account Manager	Request update on issue.
4	On Call Americaneagle.com Account Programmer	Escalate immediately if it is a programming related issue.
5	Account Manager	Request update on issue and / or escalate if no information is available from On Call Staff.
6	Team Director	Request update on issue and / or escalate if no information is available from Account Manager/Project Manager.
7	Executives	Escalate if no information is available from Account Manager/Project Manager / Team Manager or if the information received does not meet expectation.

Roles & Responsibilities

All requests for website maintenance and support can be submitted using Americaneagle.com's Support Ticket System. This system includes the capability to flag a support ticket as High Priority or Urgent. For such tickets, we will handle them as expeditiously as possible, based directly upon the specific circumstances. After business hours, we ask clients to call our main telephone number to report any emergencies, as we keep team members on-call for these types of emergencies.

1. **On Call System:** Responds and routes all issues to the appropriate On Call Americaneagle.com staff during off hours.
2. **On Call Americaneagle.com Server Technician:** Troubleshoots all server (hardware/software/network) level issues during off hours.
3. **On Call Americaneagle.com Account Manager:** Handles all communications with client and Americaneagle.com staff during off hours.
4. **On Call Americaneagle.com Programmer:** Troubleshoots all programming level issues during off hours.
5. **Account Manager/Project Manager:** Handles all communications with client and Americaneagle.com staff during business hours and when the On Call staff fail to resolve an issue during off hours.
6. **Team Manager:** These are more experienced managers than account managers and are more technically competent as well. If account management is not able to solve the reported incident, it is escalated to this team or, if the priority of a ticket is higher, the ticket is escalated to this team during business hours and off hours.
7. **Executives:** Critical issues are escalated further to this team if no resolution is found by the previous teams and negative impact to client is imminent.

General Expectations & Assumptions

Project Start Date

Unless otherwise mutually agreed to in writing, the project start date will be approximately **twenty (20) business days** after written acceptance of this document by Client and, if applicable, a valid Purchase Order (PO).

Change Management

Client may request modifications and/or additions to this SOW, which shall be issued as a change authorization agreement. Change authorization(s) shall require Client approval and will be incorporated into the agreement as amendments to this Statement of Work or as additional Statement(s) of Work. Change orders shall be required for any change of the project scope which impacts the defined budget forecast and/or timeline/milestone dates under this SOW.

Image Use

It is the responsibility of the Client to provide images and other digital assets for use on the website. It is the Client's responsibility to obtain proper permission to use any images provided to Americaneagle.com. Logo development and image manipulation are not included as part of this proposal.

Content & Data

Client is solely responsible for the quality and integrity of their data. If Client needs assistance with clean-up and organization of their data, Americaneagle.com can provide additional services to assist. Such services will need to be mutually agreed through the change order process.

Platform Version Upgrades

Platform Version Upgrades are essential for maintaining the security, performance, and functionality of your website, ensuring compatibility with evolving technologies, and taking advantage of new features. Staying up to date with platform version upgrades and patches is a fundamental aspect of responsible website management. Americaneagle.com communicates with our partners to stay up-to-date on their roadmaps so that we know when major version upgrades are expected to be made available, or when minor patches are released.

Upgrades and Patches as part of Ongoing Support & Maintenance

Americaneagle.com recommends a minimum of one (1) major version upgrade per year and any security or performance related patches/hotfixes are to be reviewed and applied upon release. For more information on the importance and benefits of keeping up with version upgrades and patches, visit www.americaneagle.com/audits/cms-upgrades.

Statement on Accessibility

Americaneagle.com designs and develops websites with Accessibility in mind, and which can be adapted to changing Accessibility regulations. We strive to apply Web Content Accessibility Guidelines (WCAG) 2.1 A and AA standards during our planning, design, development and testing stages. Due to the changing nature of a website as well as changes to Accessibility regulations and interpretations of ADA, no representations, guarantees or statements regarding compliance can be made about Client's website. If you have any legal concerns, we encourage you to seek competent legal counsel for advice.

Atlassian Project Management Tools

Americaneagle.com provides Clients with powerful and transparent project tracking through access to our project management tool (Jira) and also provides collaborative project documentation and communication tailored to our Client's needs through a documentation hub (Confluence). For the duration of your project, one (1) user license will be included. Your project manager will work with you to determine if additional licenses are necessary at additional cost.

Business Hours

Normal business hours are Monday - Friday, 8:00am – 5:00pm (CST), excluding major holidays.

Scheduled After Hours Requests

Work and/or support can be scheduled outside of our normal business hours with written pre-approval by both parties (two-week advance notice is preferred). Such written pre-approval will include the hourly rate for such work.

Investment

Fixed Fees

Item	Total Cost
Client Services Support (60 Hours Per Month) October 2024 – December 2025	$10,500 Per Month

Billing Terms & Agreement

Payments	Rate	Billed
Client Services Support (60 Hours Per Month) October 2024 – December 2025	$10,500 Per Month	Invoiced Upon Contract Signing, then monthly thereafter.

*Americaneagle.com will not begin work on a project prior to receiving the initial payment.

Contract Length: Retainer Services will start October 1, 2024 and end December 31, 2025.

Hourly Rate: Americaneagle.com reserves the right to adjust the hourly rate after the initial term.

Task Acceptance: In the event that Fulton County Government has not accepted or provided feedback or required deliverable(s) within any ten (10) day period after presentation of the deliverable, such deliverable shall be deemed accepted as of the eleventh (11th) day.

Payment Processor Fees: A payment processor fee of 3% will be assessed to all transactions for any payments made by credit card or debit card. For ongoing monthly charges, Americaneagle.com will establish an ACH (electronic payment) withdraw or a monthly credit card payment with you.

Proprietary Information: All information, logos, addresses, pictures, domain names, and website are property of Fulton County Government. Americaneagle.com will provide Client with a perpetual, royalty-free license to any programming code created by Americaneagle.com. This allows Fulton County Government to continue to use the code, even if no longer an Americaneagle.com Client; however, Client may not resell the source code to other companies or web developers.

Travel Expenses: Any travel expenses will be billed to Client, as long as said travel and expenses are pre-approved by Client.

Third Party Fees: Client is responsible for any and all third party fees, including but not limited to any license and renewal fees.

Third Party Software Version Updates: From time to time, Client may authorize Americaneagle.com to integrate or install third party licensed software into Client's website, including but not limited to, Client's website platform ("Third Party Software"). Client shall be solely responsible for keeping all Third Party Software versions current and within the supported lifecycle management policy of its Third Party Providers. If Client does not update its Third Party Software and allows it to become obsolete ("Unsupported Software"), Client understands that the Unsupported Software will not be covered by any warranties, service level agreements, security commitments, maintenance or support commitments, or indemnities, and may not be used to process or store personal data. Client shall be solely liable for any damages or losses incurred by failing to update Unsupported Software.

Non-Solicitation: During the Term and for one (1) year thereafter, Client shall not encourage or solicit any Americaneagle.com employee, independent contractor or vendor, directly or indirectly, to leave or terminate their relationship with Americaneagle.com for any reason without the prior written consent of Americaneagle.com.

Equal Opportunity Employment: Americaneagle.com maintains our healthy working environment by adhering to our policy to provide equal employment and individual opportunity to all job applicants and employees without regard to race, color, religion, sex, age or national origin. Americaneagle.com is committed to the provisions outlined in the Equal Opportunity Clauses of

Executive Order 11246 (41 CFR 60-1.4), section 503 of the Rehabilitation Act of 1973 (41 CFR 60-741.5(a)), section 402 of the Vietnam Era Veterans Readjustment Act of 1974 (41 CFR 60-250.5(a)) and the Jobs for Veterans Act of 2003 (41 CFR 60-300.5(a)), as well as any other regulations pertaining to these orders.

Offer Expiration: This offer will expire within ninety (90) days of the date listed on the cover page unless executed by the Client and returned to Americaneagle.com or otherwise extended by Americaneagle.com in writing.

Agreement: Americaneagle.com makes no express or implied warranty, including, but not limited to, any warranty of quality, performance, compliance, merchantability or fitness for any purpose, with respect to any services performed or any goods including, but not limited to software, developed hereunder. Americaneagle.com shall not be liable to Client or any other party for any damages, expenses, fees or losses (losses) arising as a result of this agreement or the services provided hereunder, whether for work performed, goods or services developed, or otherwise which are in the aggregate in excess of the applicable amount of fees actually paid to Americaneagle.com by Client with respect to the assignment resulting in such losses. In no event shall Americaneagle.com be liable to Client or any other party for any incidental, indirect or consequential damages or losses, including but not limited to lost profits, arising from or related to any services performed or goods developed pursuant to the agreement.

Contract Acceptance (Client)	**Contract Acceptance (Americaneagle.com)**
Name	Name
Signature	Signature
Date	Date

Performance Evaluation Details

ID	E1
Project	Design, Development and Implementation of Employee Intranet Site
Project Number	22RFP315692K-BKJ
Supplier	Americaneagle.com
Supplier Project Contact	Bill Rourke (preferred language: English)
Performance Program	Professional Services
Evaluation Period	05/22/2024 to 08/21/2024
Effective Date	09/16/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	09/16/2024 08:32 AM EDT
Completion Date	09/16/2024 08:32 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 *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 American Eagle provided clear communication for project schedule.

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*

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **Svanaco Inc., DBA Americaneagle.com**

Contract No.: **22RFP315692K-BKJ, DESIGN, DEVELOPMENT AND IMPLEMENTATION FOR PHASE I, PUBLIC FACING WEBSITE**

Address: **2600 S. River Rd.**
City, State **Des Plaines, IL 60018**

Telephone: **8476990300**

Email: **bill.rourke@americaneagle.com**

Contact: **Bill Rourke**
Senior Account Executive

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Svanaco Inc., DBA Americaneagle.com to provide the design and development of the Public Facing Website; external website improvements and updates, on behalf of the Department of Information Technology; and

WHEREAS, the County desires to amend the existing contract to complete outstanding project deliverables and to provide additional support hours required for implementing critical application enhancements; updating the public-facing website (fultoncountyga.gov) to the latest application release; implementing best practices and accessibility compliance needs to optimize an inclusive customer experience for an additional 12 month period; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on November 6, 2024, BOC #24-.

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

This Amendment No. 1 to Form of Contract is effective as of the 6th day of November, 2024, between the County and Svanaco Inc., DBA Americaneagle.com, 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 complete outstanding project deliverables and to provide additional support hours required for implementing critical application enhancements; updating the public-facing website (fultoncountyga.gov) to the latest application release; implementing best practices and accessibility compliance needs to optimize an inclusive customer experience.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Consultant for a total amount not to exceed $200,000.00, (Two Hundred Thousand Dollars and No 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 Consultant.

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

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:

Kevin Kerrigan, CIO
Department of Information Technology

CONSULTANT:

SVANACO INC., DBA AMERICANEAGLE.COM

[Insert name]
[Insert title]

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#:_____ RM:_____ **REGULAR MEETING**	**ITEM#:_____2ND RM:_____** **SECOND REGULAR MEETING**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0750 **Meeting Date:** 11/6/2024

Department
Real Estate and Asset Management

Requested Action
Request approval to award a contract without competition - Department of Real Estate and Asset Management, 24SS092524C-MH, Countywide Postage Services in an amount not to exceed $2,300,000.00 with the United States Postal Services (Atlanta, GA), to provide postage services for all County agencies. Effective dates: January 1, 2025, through December 31, 2025.

Requirement for Board Action
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)*
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 request will provide Countywide postage services for all County agencies for FY2025.

Scope of Work: This service is required to adhere to postage mandates for Fulton County Agencies and to provide postage to various user departments for “time sensitive” mail such as tax information, W-2 forms, jury summons, Registration and Elections applications and ballots or any notices mailed from Fulton County, which must arrive at their destinations in a timely manner. Postage stamps

cannot be purchased from another source.

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

(b)(7) A governmental agency is the only provider of the service and/or services

Community Impact: Provides the citizens and patrons time sensitive mail from Fulton County Government agencies.

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

The requested spending authority in the total amount of $2,300,000.00 is sufficient to cover these anticipated costs for FY2025.

The United States Postal Services is sole proprietary provider to delivery postal services.

Project Implications: The stamps cannot be purchased from another source. The United States Postal Services is sole provider of postal services. The postage mandates for Fulton County agencies and to provide postage to various user departments for “time sensitive” mail Reference the County’s Policy & Procedures No. 600-54, Fulton County Mail Processing Procedures dated: February 21, 1996.

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

Department Issues/Concerns: If this sole source is not approved, this will jeopardize Fulton County’s ability to deliver time sensitive mail to its citizens and patrons and may impact the timeliness of mailings to voters for the 2025 Elections and the timely mailing of tax notices to Fulton County citizens.

Contract Modification: This is a new request.

Contract & Compliance Information

NA

Exhibits Attached

Exhibit 1: Award without Competition Justification and Approval Form
Exhibit 2: Department Memo

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

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

Agenda Item No.: 24-0750 **Meeting Date:** 11/6/2024

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$2,300,000.00
TOTAL:	$2,300,000.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

700-520-5201-1703: Internal Services Fund, Real Estate and Asset Management, Postage Charges- $2,300,000.00 “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:	**Renewal/Extension Terms**: N/A

Overall Contractor Performance Rating: N/A

Would you select/recommend this vendor again?
Yes

Agenda Item No.: 24-0750 **Meeting Date:** 11/6/2024

Report Period Start:
N/A

Report Period End:
N/A

FULTON COUNTY

JUSTIFICATION AND APPROVAL FOR ALLOWING AWARD OF CONTRACT WITHOUT COMPETITION

REQUEST INFORMATION

(The information below must be completed by the User Department and then submitted to the Department of Purchasing & Contract Compliance for advertisement)

Request Number & Title: 24SS092524C-MH, Countywide Postage Services

Department: *Real Estate & Asset Management*

Request Submitted By: *April Pye*

Title: Administrator, DREAM Administration

Request Details: Award without competition may be awarded without competition when the County Manager and the Chief Purchasing Agent determine, in writing, upon recommendation of the User Department and after Purchasing conducts a good faith review of available resources, that there is only one source for the required work, labor, or service to be done on the supplies, materials, or equipment to be furnished. The Award without Competition request should include the following information:

Supplier/Source Company Name: United States Postal Service

Supplier/Source Contact Information: *N/A*

Description of Supplies/Services: Countywide Postage Services

Demonstration of Contractor's Unique Qualifications:

1. Provide a detailed description of what will be provided.

   To provide postage services for Fulton County agencies.

2. Provide a detailed description of proposed service or item(s) along with quantity and price

   This service allows the County to provide the citizens and patrons time sensitive mail from Fulton County Government agencies through the United States Postal Services in the amount not to exceed $2,300,000.00. Effective dates: January 1, 2025, through December 31, 2025.

This service is required to adhere to postage mandates for Fulton County Agencies and to provide postage to various user departments for "time sensitive" mail such as tax information, W-2 forms, jury summons, Registration and Elections applications and ballots or any notices mailed from Fulton County, which must arrive at their destinations in a timely manner. Postage stamps cannot be purchased from another source.

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

(b)(7) A governmental agency is the only provider of the service and/or services

3. Provide an explanation of why these services or commodities are needed

This will jeopardize Fulton County's ability to deliver time sensitive mail to its citizens and patrons and may impact the timeliness of mailings to voters for the 2025 Elections and the timely mailing of tax notices to Fulton County citizens.

4. Provide a detailed description of proposed source's unique capabilities and/or personnel to perform the work and why this is the only source.

The stamps cannot be purchased from another source. The United States Postal Services is sole proprietary provider to delivery postal services. The postage mandates for Fulton County agencies and to provide postage to various user departments for "time sensitive" mail Reference the County's Policy & Procedures No. 600-54, Fulton County Mail Processing Procedures dated: February 21, 1996.

(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 form only one source.

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

Date Public Notice posted on BidNet: *N/A*

Date Public Notice closed: *N/A*

REVIEW OF OFFER(S)

Were any offers received (Y/N): *N/A*

Number of offers received: *N/A*

Respondents: *N/A*

Date Offers submitted to User Department for review: *NA*

User Department review and recommendation: *NA*

MARKET SURVEY

Results of Market Survey: Not Applicable

PURCHASING RECOMMENDATION

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: This request meets the criteria pursuant to Purchasing Code Section 102-384(f)(1) and services are provided by a governmental agency, the United States Postal Services is the only provider of postal services.

☒ **Award Sole-Source**

☐ **Issue PO / Contract**

☐ **Not Awarded / Competitively Bid**

CERTIFICATION

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

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

Felicia Strong-Whitaker *October 29, 2024*

Felicia Strong-Whitaker
Chief Purchasing Agent

Date

INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM

DATE: September 23, 2024

SUBJECT: Request Sole Source Procurement- Countywide Postage Services-FY2025

Requested Action: The Department of Real Estate and Asset Management is requesting approval to award contract without competition with the United States Postal Services (USPS) to provide Countywide postage services for Fulton County agencies for fiscal year 2025, in the total amount of $2,300,000.00.

Discussion: This service is required to adhere to postage mandates for Fulton County agencies and to provide postage to various user departments for "time sensitive" mail such as tax information to include W-2 forms, tax bills and tax assessments to Fulton County citizens, jury summons, absentee ballots, voter registration applications, precinct cards, head of household mailings and any notices mailed from Fulton County, which must arrive at their destinations in a timely manner. Postage stamps cannot be purchased from another source. The United States Postal Services is the sole proprietary provider for delivery of postal services.

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

(b)(7) A governmental agency is the only provider of the service and/or services

Impact: If this sole source is not approved, this will jeopardize Fulton County's delivery of time sensitive mail to its citizens and patrons and may impact the timeliness of mailings to voters for the 2025 Elections and the timely mailing of tax notices to Fulton County citizens.

The funding for this request is in account line #700-520-5201-1703 in the amount of $2,300,000.00, subject to availability of funding adopted for FY2025 by BOC.

If you require additional information, please contact Harry Jordan at (404) 612-5933.

JD/AP/haj

ATTACHMENTS: Justification and Approval for Award of Contract W/O Competition
RQN# 091424-0093

C: Donna Jenkins, Deputy Director, Purchasing and Contract Compliance
Mark Hawks, CAPA, C Team, Purchasing and Contract Compliance
April Pye, Administrator, DREAM Administration
Harry Jordan, Contract Administrator, DREAM
Khandi Flowers, Contract Administrator, Purchasing and Contract Compliance
Florene Thornton, Financial Administrator, DREAM

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0751 **Meeting Date:** 11/6/2024

Department
Library

Requested Action
Request approval to amend an existing contract - Fulton County Library System, 11RFP78732K-NH, Furniture, Fixtures and Equipment (FF&E) Consulting Services for the Library Capital Improvement Program, Phase II (FCLS-CIP) with Hillsman, Inc. (Alpharetta, GA) in the amount not to exceed $3,425.00 to provide additional changes to the existing scope of the interior design, furniture selection, procurement of furniture and furnishings and installation of all procured items for East Point Library Expansion, MLK Library, Northside Library, and the Peachtree Library. Effective upon BOC approval.

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

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

Commission Districts Affected
All Districts ☐
District 1 ☐
District 2 ☐
District 3 ☒
District 4 ☒
District 5 ☐
District 6 ☒

Is this a purchasing item?
Yes

Summary & Background: This amendment will provide additional changes to the existing scope to the interior design services, furniture selection, FF&E documentation and procurement and installation of furniture and furnishings for remaining Library CIP projects: East Point Library Expansion, MLK Library, Northside Library, and the Peachtree Library.

Scope of Work: The Consultant will continue to work with the County's selected Design/Build teams and representatives for the Library and DREAM in the execution and delivery of the proposed additional services itemized below:

1. **East Point Library Expansion**

	Project Description	**Cost**
1	Disassemble shelving, end panels and canopy top, relocate and reassemble shelving attach to wall	$400.00
2	Replacement parts for existing Liat Reading tables	$225.00
3	Kick plates and Kick pins from Tennsco	$150.00
4	Task Chairs Seat Cushions	$450.00
	Total Costs	**$1,225.00**

2. **MLK Library**

	Project Description	**Cost**
1	Disassemble shelving, end panels and canopy top, relocate and reassemble shelving attach to wall	$500.00
2	Additional Metal Canopies	$150.00
3	3 Form Panel and Hardware for Existing Table	$150.00
4	Ergonomic Chair and Key Board Tray	$300.00
	Total Costs	**$1,100.00**

3. **Northside Library**

	Project Description	**Cost**
1	Outdoor Furniture	$600.00
	Total Cost	**$600.00**

4. **Peachtree Library**

	Project Description	**Cost**
1	Revised Staff Area Layoff	$500.00
	Total Cost	**$500.00**

Community Impact: This request involves the renovation of libraries in communities throughout the County.

Department Recommendation: The Fulton County Library System recommends approval of this request.

Project Implications: The cost of the requested service will be funded using library bond funds; therefore, it will not impact the County or Library operations.

Community Issues/Concerns: None

Department Issues/Concerns: If this contract amendment is not approved, the Fulton County Library System will not be able to provide additional changes to the existing scope to the interior design, furniture selection, procurement of furniture and furnishings and installation of all procured items.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	11-0900	10/5/11	$406,315.00
Amendment No. 1	13-0476	6/19/13	$40,600.00
Extension No. 1	17-0020	1/4/17	$1,175,274.00
Amendment No. 2	20-0621	9/2/20	$74,660.00
Amendment No. 3	22-0364	5/18/22	$50,075.00
Amendment No. 4	23-0632	9/20/23	$25,300.00
Amendment No. 5			**$3,425.00**
Total Revised Amount			$1,775,649.00

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

Contract Value: **$3,425.00**

Prime Vendor: **Hillsman, Inc.**
Prime Status: **African American Male Business Enterprise**
Location: **Atlanta, GA**
County: **Fulton County**
Prime Value: **$3,425.00 or 100.00%**

Total Contract Value: **$3,425.00 or 100.00%**
Total Certified Value: **$3,425.00 or 100.00%**

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

Exhibit 1: Amendment No. 5 to Form of Contract
Exhibit 2: Cost Proposal
Exhibit 3: Performance Evaluation

Contact Information

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$406,315.00
Previous Adjustments:	$1,365,909.00
This Request:	$3,425.00
TOTAL:	$1,775,649.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

571-650-6500-L010: Library Bond Capital, Library, South Fulton Library Expansion - $3,425.00

Key Contract Terms	
Start Date: Upon BOC Approval	**End Date:** Until project completion as determine by Fulton County
Cost Adjustment:	**Renewal/Extension Terms**: N/A

Overall Contractor Performance Rating: 91

Would you select/recommend this vendor again?
Yes

Report Period Start:	Report Period End:
8/22/2024	**9/11/2024**

AMENDMENT NO. 5 TO FORM OF CONTRACT

Contractor: **Hillsman, Inc.**

Contract No. **11RFP78732K-NH, Furniture, Fixture, and Equipment (FF&E) Consultant Services for the Fulton County Library System Capital Improvement Program**

Address: **3000 Royal Boulevard South**
City, State **Alpharetta, GA 30022**

Telephone: **(678) 336-9119**

E-mail: **edgarhillsman@hillsmaninc.com**

Contact: **Edgar Hillsman,**
President

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Hillsman, Inc. to provide professional consulting services for Furniture, Fixtures and Equipment for the Fulton County Library System Capital Improvement Program (CIP), dated 17th day of November, 2011, on behalf of the Fulton County Library System; and

WHEREAS, the County wishes to amend the existing contract for additional changes to the scope to the interior design, furniture selection, procurement of furniture and furnishings and installation of all procured items for the East Point Library Expansion, MLK Library, Northside Library, and the Peachtree Library; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on November 6, 2024, BOC Items #24-.

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

This Amendment No. 5 to Form of Contract is effective as of the 6th day of November 2024, between the County and Hillsman, Inc., who agree that all Services specified will be performed in accordance with this Amendment No. 5 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To provide professional services for the additional changes to the existing scope to the interior design services, furniture

selection, FF&E documentation and procurement and installation of furniture and furnishings for remaining Library CIP projects: East Point Library Expansion, MLK Library, Northside Library, and the Peachtree Library, see Exhibit 1.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed $3,425.00 (Three Thousand Four Hundred Twenty-Five Dollars and No Cents).

3. **LIABILITY OF COUNTY:** This Amendment 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 Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.

4. **EFFECT OF AMENDMENT NO. 5 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 5 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

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

CONSULTANT:

HILLSMAN, INC.

Edgar Hillsman,
President

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

ITEM#: _____ RM: _____ **REGULAR MEETING**	**ITEM#: _____ 2ND RM: _____** **SECOND REGULAR MEETING**

EXHIBIT 1

1. East Point Library Expansion

	Project Description	Cost
1	Disassemble shelving, end panels and canopy top, relocate and reassemble shelving attach to wall	$400.00
2	Replacement parts for existing Liat Reading tables	$225.00
3	Kick plates and Kick pins from Tennsco	$150.00
4	Task Chairs Seat Cushions	$450.00
5	**Total Costs**	**$1,225.00**

2. MLK Library

	Project Description	Cost
1	Disassemble shelving, end panels and canopy top, relocate and reassemble shelving attach to wall	$500.00
2	Additional Metal Canopies	$150.00
3	3 Form Panel and Hardware for Existing Table	$150.00
4	Ergonomic Chair and Key Board Tray	$300.00
5	**Total Costs**	**$1,100.00**

3. Northside Library

	Project Description	Cost
1	Outdoor Furniture	$600.00
2	**Total Cost**	**$600.00**

4. Peachtree Library

	Project Description	Cost
1	Revised Staff Area Layoff	$500.00
2	**Total Cost**	**$500.00**

Total Cost: **$3,425.00**

HILLSMAN, INC.

CHANGE ORDER PROPOSAL #5

Project: Furniture, Fixtures and Equipment Consultant Services
For The Fulton County Library System Capital Improvement
Program, Phase II Date: 9/10/2024
To: Fulton County

PROPOSAL

To Fulton County, we propose to perform all changes described in the items listed below for a total addition to the Contract Sum of: Three Thousand Four Hundred and Twenty-Five Dollars $3,425.00.

East Point Library Changes
Increase scope to include:
Disassemble shelving, end panels and canopy top, relocate and reassemble shelving attach to wall.
FEE INCREASE ***$400.00***

Request and order replacement parts for existing Liat
Reading Tables and SF shelving wall brackets
FEE INCREASE ***$225.00***

Request Quote for Tennsco for kick Plates and Kick pins
FEE INCREASE ***$150.00***

Specify Replacement Task chairs seat cushions and request quote
Prepare order for additional Task Chairs and Stool ***$450.00***

MLK, Jr. Library Changes
Increase in FF&E Budget
Disassemble shelving, end panels and canopy top, relocate and reassemble shelving attach to wall and cut and attach canopy top.
FEE INCREASE ***$500.00***

Request and Prepare Quote for additional Metal Canopies
FEE INCREASE ***$150.00***

Request and Prepare quote for 3form Panel and Hardware for existing Table
FEE INCREASE ***$150.00***

Specify Ergonomic Chair and coordinate sample delivery
Specify Keyboard Tray and corner filler Unit
FEE INCREASE ***$300.00***

Northside Library
Select and specify outdoor Furniture
Fee Increase ***$600.00***

HILLSMAN, INC.

Peachtree Library	
Revised Staff area layout, quote and specifications	
Fee Increase	***$500.00***
TOTAL ADDITION TO THE CONTRACT	***$3,425.00***

Performance Evaluation Details

ID	E9
Project	Furniture, Fixture and Equipment (FF&E) Consultant Services
Project Number	11RFP78732K-NH
Supplier	Hillsman, Inc
Supplier Project Contact	Tameesha Taylor (preferred language: English)
Performance Program	Architectural and Engineering Services
Evaluation Period	08/22/2024 to 09/11/2024
Effective Date	09/16/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	09/16/2024 11:17 AM EDT
Completion Date	09/16/2024 11:17 AM EDT
Evaluation Score	91

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - ARCHITECTURAL AND ENGINEERING SERVICES

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

PROJECT MANAGEMENT **17/20**

Rating

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

Comments *Not Specified*

SCHEDULE **17/20**

Rating

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

Comments *Not Specified*

QUALITY OF DESIGN, REPORTS AND DELIVERABLES **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*

TECHNICAL SUPPORT DURING CONSTRUCTION **20/20**

Rating

Outstanding: Expedited and thorough review of Contractor submissions at all times.

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.: 24-0752 **Meeting Date:** 11/6/2024

Department
Real Estate and Asset Management

Requested Action
Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC90816, Motor Vehicle Maintenance & Inventory Management Services, in an amount not to exceed $755,000.00 with Automotive Rental Inc. dba Holman (Mt Laurel, NJ), to provide repairs and maintenance for specialized heavy equipment and other fleet vehicles for Fulton County. Effective date: January 1, 2025, through December 31, 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 *(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 repairs and maintenance for specialized heavy equipment and other fleet vehicles for Fulton County.

The Statewide contract with Automotive Rental Inc. (ARI) allows the County to continue use of the statewide network to utilize a single procurement vehicle to consolidate and coordinate the use of outside repairs for heavy/specialized vehicles and equipment for the 20+ vehicle brands within the existing fleet.

The Department does not have adequate staffing, equipment, or resources to conduct repairs or

preventative maintenance in the heavy equipment category. A vehicle in the heavy and specialized equipment category requires specialized mechanic technicians and equipment or requires repairs that can only be performed by a factory authorized vendor.

Scope of Work: This contract provides active supervision of the vendors in the network including quality of service, billing, invoicing, and the hourly fee structure for each repair type. The scope of service includes all labor, parts, equipment, materials, and transportation for the repair of the County owned equipment or vehicles placed in the network. The annual network fees are $5.82 per month/per vehicle.

Community Impact: None of which the Department is aware.

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

This is a time and material contract and the requested spending authority in the total amount of $755,000.00 will cover the costs for all labor, parts, equipment, materials and transportation for the maintenance and repairs of the County owned vehicles or equipment placed in the network for Fulton County fleet vehicles for FY2025.

The contract management is coordinated by the Department of Real Estate and Asset Management, Central Maintenance Fleet Division.

Project Implications: The approval of this statewide contract will address all outstanding vehicle and road equipment maintenance issue and provide cost-effective vehicle administration and maintenance management services through a comprehensive network of commercial maintenance repair.

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

Department Issues/Concerns: If this statewide contract is not approved, there will be no repairs performed by factory authorized vendor for heavy/specialty vehicles and road equipment.

Contract Modification: This is a new request.

Contract & Compliance Information

NA

Exhibits Attached

Exhibit 1: Copy of Statewide Contract
Exhibit 2: Cooperative Purchasing and Statewide Justification and Approval Form

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

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

Agenda Item No.: 24-0752 **Meeting Date:** 11/6/2024

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$755,000.00
TOTAL:	$755,000.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

700-520-5223-1710: General, Real Estate and Asset Management, Garage Parts- $532,500.00 “Subject to availability of funding adopted for FY2025 by BOC”

Funding Line 2:

203-540-5482-1160: Water & Sewer R&E, Public Works, Professional Services $222,500.00 “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:	**Renewal/Extension Terms**: N/A

Agenda Item No.: 24-0752 **Meeting Date:** 11/6/2024

Overall Contractor Performance Rating: N/A

Would you select/recommend this vendor again?
Yes

Report Period Start:	Report Period End:
N/A	**N/A**

Supplier Information Sheet

Statewide Contract Number	SWC90816	**NIGP Code**	92800, 92827
Name of Contract	Motor Vehicle Maintenance & Inventory Management Services		
Effective Date	October 5, 2009	**Expiration Date**	December 31, 2025

Contract Table of Contents			
Suppliers Awarded	1	**Contract Information:**	**Convenience Contract**
Contract Information for Vendor			**Page Number**
Automotive Rentals Inc. dba Holman			**2**
Additional Contract Information			
General Contract Information			**3-7**
Contract Renewals/ Extensions/ Changes			**8**
Item Listing and Pricing			**9**
Ordering Instructions			**10**
DOAS Contact Information			**10**

Contract Information	
Statewide Contract Number	SWC90816
PeopleSoft Vendor Number	0000037024
Vendor Name & Address	
Automotive Rentals, Inc. 4001 Leadenhall Rd Mt Laurel, NJ 08054	
Contract Administrator	
Chad Armstrong District Sales Manager 609-760-2847 chad.armstrong@holman.com	
Contact Details	
Program Information	Michael Marsh DOAS Office of Fleet Management 404-656-6295 Michael.marsh@doas.ga.gov
Remitting Information	**4001 Leadenhall Rd** **Mount Laurel, NJ 08054**
Discounts	N/A
Payment Terms	Net 30 Days
Bid Offer includes	State and Local Government
Acceptable payment method	Vendor will accept Purchase Orders, agency billing and the Purchasing Card

General Contract Information

Description of Services

The Motor Vehicle Contract Maintenance Program provides a total fleet management solution to state and local governments. The program, offered through Automotive Resources International (ARI) dba Holman, provides a cost-effective method of handling and tracking motor vehicle operational expenses. By utilizing the vehicle maintenance program, state and local governments have access to over 4,750 Georgia vendors that offer quality services at discounted prices. When repairs are needed, drivers can call a **toll-free number (1-800-Care-Care)** for referral to the nearest vendor. ARI's service offerings include a call center, emergency roadside assistance and other vehicle maintenance services.

Other Service Information

In partnership with customers, ARI combines business insight and optimal lifecycle analysis, diverse services and high-powered technology to drive fleet efficiency up and costs down by:

- Providing access to their nationwide network of ASE certified repair vendors and offering repair discounts up to 10%
- Offering services returns more in per vehicle savings than the State pays for ARI services
- Providing online "real time" data via its web enabled Holman Insights program with customized reporting available to each agency
- Offering online access to their fleet management portal called "Holman Insights" that offers agencies repair and historical accident data with analysis, reporting, and industry benchmarking capabilities
- Reducing vehicle maintenance costs through ARI's expert field adjustments, warranty and post warranty recovery efforts and its preapproval of repair maintenance services
- Providing agencies accurate statistical information with benchmark comparisons to other state agency fleet operations nationwide
- Reducing program costs in administrative activities like invoice processing activities, repair scheduling, and reducing procurement cycle times
- Servicing customers 24 hours a day, 7 days per week, 365 days a year with agency access to a repair network call center staffed with ASE certified technicians
- Offering additional cost savings on maintenance services through negotiated discounts provided by national account vendors
- Assuring agencies use established statewide contracts, i.e. tires
- Assisting agencies in avoiding the payment of state sales taxes on repair service transactions.

DATABASE MANAGEMENT

Holman provides a database management program, which allows assets that are not enrolled in programs to be accessible within Holman Insights.

POOL VEHICLE RESERVATION MANAGEMENT SYSTEM

Holman offers a Vehicle Reservation System Program that allows the State of Georgia to create, reserve, and manage pools of vehicles. Using this tool, your drivers can easily see what pool vehicles are available to them and reserve vehicles, while fleet managers can build pools, move vehicles, charge back reservations to the driver's cost center, and view reports showing allocated assets, utilization, and open reservations.

Once the pool is created, fleet managers can set their own reservation parameters, including:

- The times the vehicles can be reserved
- Minimum and maximum number of hours the vehicle can be used
- Hourly rate for usage
- The lead time required for a reservation
- Once the pool is created, fleet managers can easily add or remove vehicles through Holman Insights

State of Georgia has full control over who can reserve pool vehicles, including which pools your drivers can access. Fleet managers can go into Holman Insights to see a list of all potential drivers, their employee ID numbers, billing codes, email addresses, passwords, and other information, and which pools they can use.

Drivers reserve an asset by logging into the system and then searching through assets in their assigned pool(s). Once they have found a vehicle, they can check its availability and then reserve it. Drivers can also see all of their reservations through a calendar function.

GMS – GARAGE MANAGEMENT SYSTEM

Fleet managers working with onsite garages and outside repair vendors face the challenge of integrating data from internal and external maintenance sources.

Complex and time-consuming, the process typically results in process inefficiencies and inaccurate reporting that drive maintenance costs higher. Adding other types of fleet information, such as licensing, acquisition, and

inspection data, complicates the process even further and makes it difficult to reduce expenses.

Holman is the only fleet management company to offer an all-inclusive solution for fleets that use outside vendors and operate their own internal garages. Our Garage Management System (GMS) allows you to do the following:

- Track vehicle inventory
- View vehicle maintenance history for equipment, chassis and body
- Manage mechanic and shop time
- Manage parts inventory, including consumption and re-ordering summaries
- Log equipment hours and chassis odometer readings
- Maintain compliance with ANSI requirements
- Track adherence to DOT and client specific PM schedules
- Measure mechanic productivity

It also simultaneously consolidates all of the work done by your internal garages with repairs and maintenance performed by third-party vendors.

Work Orders Made Easy
Holman's Garage Management System automatically populates each work order with inventory-related, job-specific information based on client specific PM schedules. When the technician scans the barcode on parts packaging for an open work order, the parts inventory database updates instantly, for real-time tracking of all parts.

When inventory reaches a preset reorder point, GMS allows the user to create part replenishment orders to push to the preferred vendor.

Holman's Garage Management System also helps your shop supervisors better manage resources by assigning work orders to available in-house technicians, Holman's Technical Resource Center can also process vendor-out repairs.

Warranty and Recall Tracking
GMS displays manufacture recalls as Trouble Tickets if the VIN is populated in Holman's system. It's a flag to advise the client that a potential open recall exist for the asset.

Hassle-Free Reporting
GMS uses American Trucking Association (ATA) codes, making it easy to identify trends and cost-saving opportunities. It also provides custom reports you need to manage your fleet.

Simple, Budget-Friendly Pricing
GMS is significantly more economical than standalone products, and is simple to maintain. Holman hosts the application on your behalf, per forming all upgrades and modifications from our global headquarters at no cost. Our Commercial Service Desk (aka the CSD, formerly called the CIS Help Desk) also provides no-cost customer training and technical help for all Holman systems.

How GMS Can Improve Your Productivity
The below captures how GMS can improve productivity and lower operating costs:

- Consolidated, comprehensive vehicle maintenance history eliminates unnecessary repairs and assists in identifying repairs under warranty.
- Customized reporting allows for proactive identification of cost reduction opportunities and repair trends.
- Barcode scanning allows technicians to enter parts and labor data into the system quickly and effortlessly.
- Customized PM notification lowers repair costs and increases compliance.
- Productivity measures offer better time management and control.
- Benchmarking capabilities allow you to analyze performance and results both internally and externally.
- Vendor-out repairs undergo controlled authorization through Holman's technicians at our toll-free 24/7/365 Technical Resource Center.

ACCIDENT MANAGEMENT

Holman's Accident Management program manages all aspects of recording and reporting of accident data—reporting bodily injury or fatalities, taking third-party information for claims reporting, and notifying State of Georgia's liability carrier, arranging for towing if necessary, notifying the State if substance abuse is suspected of any party, and making recommendations on vehicles determined as a total loss. This program is managed in-house, with ASE-certified claims coordinators handling the process.

Holman will forward loss reports to all specified parties within 60 minutes of taking the report and record all data for online tracking and reporting in the Holman Insights system.

Holman begins the subrogation process when the driver calls to report the incident. If your driver did not cause the accident, Holman's system alerts a subrogation technician to the claim to begin the investigation process immediately.

All accident-related data and reports are available through Holman Insights, including accident, claim, driver details, POs, third-party information, subrogation status, images, and police reports. All information entered into Holman Insights by Holman's Accident Management Team is updated online in real time. You'll be able to see all accident reports and any related KPIs or reporting within Holman Insights.

Amendments/Renewals/Extensions

Base Term	10/5/2009 – 10/4/2011
Amendment 1	Added non-program vehicle management services
Renewal 1	10/5/2011 – 10/4/2012, Pricing Amended
Renewal 2	10/5/2012 – 10/4/2013, Pricing Amended
Renewal 3	10/5/2013 – 10/4/2014, Pricing Amended
Amendment 5	Adds ARI's Telematics Data Capture program.
Extension 1	10/5/2014 – 4/4/2015, Pricing Amended
Extension 2	4/5/2015 – 10/4/2015, Pricing Amended
Extension 3	10/5/2015 – 10/4/2016, Pricing Amended
Extension 4	10/5/2016 – 10/4/2017, Pricing Amended
Extension 5	10/5/2017 – 12/4/2017
Extension 6	12/5/2017 – 12/4/2018
Extension 7	12/5/2018 – 12/31/2019
Extension 8	1/1/2020 – 12/31/2020
Extension 9	1/1/2021 – 12/31/2021
Extension 10	1/1/2022 – 12/31/2022
Extension 11	1/1/2023 – 12/31/2023
Extension 12	1/1/2024 – 12/31/2024
Extension 13	1/1/2025 – 12/31/2025

Statewide Contract Pricing
Motor Vehicle Maintenance and Inventory Management Services
SWC90816

Item Description	Price
Monthly Vehicle Program Cost	**$4.50 /Vehicle**
Non-Program Vehicles (Inventory Services)	**$0.25 / Vehicle**
Accidents Processing	**$51.50 / Occurrence**
Roadside Assistance	**$26.75 / Vehicle**
Oil Changes	**Pass Through Cost**
Garage Management System (GMS)	**$.50 per vehicle, per month** **<u>Tiered Pricing:</u>** **1 – 5 Garages: $575 / month** **6 – 10 Garages: $375 / month** **11 – 15 Garages: $264 / month** **16 – 20 Garages: $220 / month** **21+ Garages: $200 / month**

Ordering Instructions

State Agencies

Name: Michael Marsh
DOAS Office of Fleet Management
Phone: 404-656-6295
Email: Michael.Marsh@doas.ga.gov

Municipalities

Name: Janet Muse
Office: 856-444-5972 x 55972
Cell:
Email: Janet.Muse@holman.com

DOAS CONTACT INFORMATION

DOAS Contract Manager

Name: Emily Harris
Phone: 470-668-2663
Email: emily.harris@doas.ga.gov

Procurement Help Desk

Telephone: 404-657-6000
Email: procurementhelp@doas.ga.gov

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0753 **Meeting Date:** 11/6/2024

Department
Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to utilize cooperative purchasing - Department of Real Estate and Asset Management, US Communities Home Depot Contract #16154, a Master Agreement Contract for Maintenance, Repair, Operating (MRO) Supplies, Industrial Supplies and Related Products and Services, in an amount not to exceed $200,000.00 with Home Depot USA, Inc. (Atlanta, GA), to purchase building materials, hardware, tools, paint, electrical and roofing materials, and related items. 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 102-462, requests for approval to utilize cooperative purchasing or GSA purchase 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 supply contract is needed to support DREAM's Building Construction and Facilities Maintenance Divisions, Materials Warehouse and other Countywide Departments that may have the ability to purchase supplies items and equipment such as building, hardware, paint, electrical, roofing materials and related items in support of the departments meeting their tasks.

Scope of Work: This US Communities Contract offers supplies including, but not limited to, items

such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, handheld general-purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies.

The key benefits of this contract include the following:

- Participating Public Agencies with annual net purchases of $10,000.00 to $25,000.00 sales will receive a 1% rebate.
- Annual net purchases at least $25,000.00 to $100,000.00 sales will receive a 2% rebate.
- Over $100,000.00 annual net sales will receive a 5% rebate.
- All rebates will be paid annually.
- User Departments can utilize P-Cards to make purchases up to $2,500.00 and all sales are tracked electronically to ensure proper documentation for rebate and any discounts.
- Access to competitive pricing at all U.S. The Home Depot stores.
- Direct ship to jobsite is available.

The contract can be utilized by each department on an as needed basis per project as requested based on their approved budget and availability of funding adopted for FY2025 by the BOC.

Community Impact: None of which the Department is aware.

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

The contract management is coordinated by the Department of Real Estate and Asset Management, Building Construction and Facilities Maintenance Divisions.

Project Implications: This US Communities Contract offers the user departments the ability to purchase a variety of materials and supplies that are necessary to support the in-house staff in performing their tasks.

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

Department Issues/Concerns: If this US Communities Contract is not approved, the County Departments will not have the ability to purchase building, hardware, electrical and roofing materials, and related items.

Contract Modification: This is a new request

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

NA

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

Exhibit 1: US Communities Home Depot Contract #16154

Agenda Item No.: 24-0753 **Meeting Date:** 11/6/2024

Exhibit 2: Cooperative Purchasing Justification and Approval Form

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$200,000.00
TOTAL:	$200,000.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

100-TBD-TBD-1450: General, To Be Determine, Maintenance Supplies- $200,000.00“ Each department on an “as needed” basis per project as requested based on their approved budget and 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**: N/A

Agenda Item No.: 24-0753 **Meeting Date:** 11/6/2024

Overall Contractor Performance Rating: N/A

Would you select/recommend this vendor again?
Yes

Report Period Start:	Report Period End:
N/A	**N/A**

SERIAL 16154 RFP MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S. Communities) Contract - Home Depot U.S.A., Inc.

DATE OF LAST REVISION: November 21, 2019 CONTRACT END DATE: December 31, 2026

CONTRACT PERIOD THROUGH DECEMBER 31, ~~2021~~ 2026

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 11, 2017 (Eff. 02/01/17).**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Kevin Tyne

Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

SA/mm
Attach

Copy to: Office of Procurement Services
Erick Blue, Facilities Management
Beth Cressman, Facilities Management

CONTRACT PURSUANT TO RFP

SERIAL 16154-RFP

This Contract is entered into this 11th day of January, 2017 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Home Depot U.S.A., Inc., a Delaware corporation ("Contractor") for the purchase of Maintenance Repair and Operating Supplies and Services.

1.0 CONTRACT TERM:

1.1 This Contract is for a term of Five (5) years, beginning on the 1st day of February, 2017 and ending the 31st day of December, ~~2021~~ **2026**.

1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of five (5) additional years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

1.3 **CONTRACT COMPLETION:**

The Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records, and other data in the possession, custody or control of Contractor required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement

2.0 FEE ADJUSTMENTS:

2.1 Any request for a fee or rebate offering adjustment must be submitted sixty (60) days prior to the current Contract expiration. Requests for adjustment in cost of labor and/or materials not identified in the awarded proposal must be supported by appropriate documentation. If County agrees to the adjusted fee or rebate offering, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey if the offering was awarded on a fixed price basis.

3.0 PAYMENTS:

3.1 As consideration for performance of the duties described herein, County shall pay Contractor the prices based on the discounts stated in Exhibit "A." or Task Order.

3.2 For non-procurement card transactions, Payment shall be made upon the County's receipt of a properly completed invoice.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0754 **Meeting Date:** 11/6/2024

Department
Real Estate and Asset Management

Requested Action
Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC#99999-001-SPD0000164-0002, Natural Gas Firm Delivery Service in the amount not to exceed $700,000.00 with Scana Energy Marketing, LLC (Atlanta, GA), to provide natural gas services to all Fulton County facilities to include the Fulton County Jail Complex. Effective dates: January 1, 2025, through December 31, 2025.

Requirement for Board Action
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 contract provides natural gas services to all Fulton County (137) firm delivery accounts which include the Fulton County Jail Complex for fiscal year 2025. The cost for this natural gas services contract is projected based on the consumption during the previous year from the fixed firm accounts and adjusted for inflation and escalating gas prices for projected usage for the next 12 months.

Previously, natural gas services were provided for the County Jail through an Interruptible account. However, after analysis of the future natural gas rates, it was determined that it would be in the best

interest of the County to switch to a firm fixed account.

Scope of Work: In using this statewide contract for natural gas, the County can save money on the fluctuating cost of natural gas by participating in volume buying.

Key benefits of utilizing the statewide contract includes:

- Transportation pricing is an average of 30% less than what was offered on the prior statewide contract.
- Natural gas program manager is available to assist customers in obtaining their natural gas along with explaining options and services provided.
- Dedicated contract management team who will manage the daily operations of this statewide contract.
- Each pool group, in its entirety, is covered by one supplier.

Community Impact: This service is necessary for the comfort of the patrons and employees in County facilities.

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

The requested spending authority in the total amount of $700,000.00 will be more than enough to cover the costs for all 137 firm accounts for FY2025.

Project Implications: This contract provides natural services at all County facilities, including the Fulton County Jail Complex. Disconnection in gas services would force our facilities to shut down immediately and would limit the services that can be provided to our citizens.

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

Department Issues/Concerns: If this contract is not approved, the County facilities will not have natural gas services provided.

Contract Modification: This is a new request.

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

NA

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

Exhibit 1: Copy of Statewide Contract SWC#99999-001-SPD0000164-0002

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

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

Agenda Item No.: 24-0754 **Meeting Date:** 11/6/2024

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$700,000.00
TOTAL:	$700,000.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

100-999-S666-1492: General, Non-Agency, Gas- $700,000.00 “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:	**Renewal/Extension Terms**: N/A

Overall Contractor Performance Rating: N/A

Would you select/recommend this vendor again?
Yes

Agenda Item No.: 24-0754 **Meeting Date:** 11/6/2024

Report Period Start:
N/A

Report Period End:
N/A

Docusign Envelope ID: D331FBC5-73DB-4DC3-B56E-7BC4A6DB7E5D

CONTRACT AMENDMENT # 4
RENEWAL # 4
REMAINING RENEWALS # 1

This amendment by and between the Supplier and State Entity defined below shall be effective as of the date this Amendment is fully executed. To the extent the contract requires the State Entity to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	Scana Energy Marketing, LLC
Contract No.:	99999-001-SPD0000164-0002
Solicitation Title/Event Name:	Natural Gas: Firm Delivery Service
Contract Award Date:	11/01/2019
Current Contract Term:	1/1/2024 -12/31/2024
Amendment No.:	4

WHEREAS the Contract is in effect through the Current Contract Term as defined above, and.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL.** The parties hereby agree that the contract will be renewed for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	01/01/2025
End Date of New Contract Term:	12/31/2025

2. **PRICING**: The pricing for the respective pool group is as follows:

Pool	Renewal Price
ATL	NYMEX Plus $0.134 per Therm plus $6.50 Times the DDDC
Transco	NYMEX Plus $0.149 per Therm plus $6.50 Times the DDDC
Brunswick	NYMEX Plus $0.349 per Therm plus $8.75 Times the DDDC
SNG	NYMEX Plus $0.134 per Therm plus $7.25 Times the DDDC
Valdosta	NYMEX Plus $0.199 per Therm plus $8.75 Times the DDDC

3. 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.

4. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

5. **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.

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)	Scana Energy Marketing, LLC
Authorized Signature:	DocuSigned by: Pat Keeley E21A9CDD5B2741D...
Printed Name and Title of Person Signing:	Pat Keeley Director C&I Sales
Date:	7/24/2024
Company Address:	3344 Peachtree Rd NE, Suite 2150, Atlanta, GA 30326

Docusign Envelope ID: D331FBC5-73DB-4DC3-B56E-7BC4A6DB7E5D

STATE ENTITY

Authorized Signature:	Jim Barnaby
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commissioner State Purchasing Division
Date:	8/16/2024
Company Address:	200 Piedmont Avenue, S.E., Suite 1804, West Tower Atlanta, Georgia 30334-9010

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0755 **Meeting Date:** 11/6/2024

Department
Real Estate and Asset Management

Requested Action
Request approval to utilize cooperative purchasing - Department of Real Estate and Asset Management, Omnia Partners Public Sector Contract #R190303 Office Supplies, Related Products and Services in an amount not to exceed $150,000.00 with ODP Business Solutions, LLC, formerly Office Depot Business Solutions (Norcross, GA) to provide copy paper and related office supplies as needed Countywide. Effective January 1, 2025, through June 30, 2025.

Requirement for Board Action
In accordance with Purchasing Code Section 102-462, requests for approval to utilize cooperative purchasing or GSA purchase 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: To utilize cooperative purchasing, to provide and delivery copy paper and related supplies on an “as-needed” basis for Countywide departments for FY2025.

The key benefits of utilizing this contract include the following:

- The vendor will delivery directly to the location of requesting agency, which will result in a reduction in fuel consumption on DREAM delivery vehicles; allowed County personnel to be

assigned to other logistical work.
- Required less warehouse space to store paper.
- Next day delivery service.
- The County will receive a 1~2 % in rebates.

Scope of Work: To provide copier paper and related office supplies.

Community Impact: None of which the Department is aware.

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

The copy paper and related supplies is coordinated and managed by the Department of Real Estate and Asset Management, Material Management Division.

Project Implications: This Cooperative Purchasing Contract provides all the necessary paper products needed to support various Countywide agencies.

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

Department Issues/Concerns: If this Cooperative Purchasing Contract is not approved, the departments will not have the ability to provide copy paper and related supplies for Countywide agencies for FY2025.

Contract Modification: This is a new request.

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

Click or tap here to enter text.

Exhibits Attached

Exhibit 1: Renewal Award of Contract #R190303
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:	$150,000.00
TOTAL:	$150,000.00

Grant Information Summary

Amount Requested:	Click here to enter text.	☐	Cash
Match Required:	Click here to enter text.	☐	In-Kind
Start Date:	Click here to enter text.	☐	Approval to Award
End Date:	Click here to enter text.	☐	Apply & Accept
Match Account $:	Click here to enter text.		

Fiscal Impact / Funding Source

Funding Line 1:

700-520-5201-1713: Internal Services, Real Estate and Asset Management, Inventory Supplies- $150,000.00 “Subject to availability of funding adopted for FY 2025 by BOC”

Key Contract Terms	
Start Date: 1/1/2025	**End Date:** 6/30/2025
Cost Adjustment: Click here to enter text.	**Renewal/Extension Terms**: N/A

Overall Contractor Performance Rating: 79

Would you select/recommend this vendor again?
Yes

Report Period Start:	**Report Period End:**
1/1/2024	**6/30/2024**

DocuSign Envelope ID: C48DFB3C-874E-463E-BA5F-B824862502EE

August 30, 2023

Mr. Drew Tuller
drew.tuller@odpbusiness.com
Public Sector Program Manager
ODP Business Solutions, LLC
6600 North Military Trail
Boca Raton, Fl 33496

Re: Renewal Award of Contract #R190303

Dear Mr. Tuller:

Per official action taken by the Board of Directors of Region 4 Education Service Center on August 22, 2023, Region 4 ESC is pleased to announce that ODP Business Solutions, LLC has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on January 24, 2019, and subsequent performance thereafter:

Contract

Office Supplies, Related Products and Services

The contract will expire on June 30, 2025, completing the sixth year of a ten-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Christine Dorantes, at (615) 431-8182 or christine.dorantes@omniapartners.com.

The partnership between ODP Business Solutions, LLC, Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.
Sincerely,

DocuSigned by:
Robert Zingelmann
AB11C26E709E4C4...
Robert Zingelmann
Chief Financial Officer, Finance and Operations Services

Performance Evaluation Details

ID	E1
Project	Office Supplies, Related Products and Services
Project Number	R190303
Supplier	Office Depot
Supplier Project Contact	Anthony Cornwall (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	01/01/2024 to 06/30/2024
Effective Date	08/28/2024
Evaluation Type	Formal
Interview Date	08/28/2024
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/28/2024 01:13 PM EDT
Completion Date	08/28/2024 01:13 PM EDT
Evaluation Score	79

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE **14/20**

Rating

Satisfactory: Overall compliance requires minor User Department resources to ensure achievement of contract requirements.

Comments The overall compliance with Office Depot requires minor resources from our User Department to ensure that contract requirements are met. However, the quality of products, particularly print paper, could be improved. Enhancing the quality of the copy paper would help prevent jams in printers, ensuring smoother operations and a better user experience. This is an area where Office Depot could offer better service to meet our expectations.

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 **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 Office Depot has generally had minimal contract pricing issues, with few cost discrepancies identified by the User Department. However, there have been instances where the cost of products increased without prior notification. Despite this, the vendor has been proactive in offering discounts on orders, which is greatly appreciated. Timely resolution of any cost or price issues has helped maintain a positive working relationship.

GENERAL COMMENTS

Comments Overall, our experience with Office Depot has been positive. We have not encountered any significant issues with the vendor, and their service has consistently met our expectations. They have been reliable in fulfilling our needs throughout the contract period.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0756 **Meeting Date:** 11/6/2024

Department
Real Estate and Asset Management

Requested Action
Request approval to increase the spending authority - Department of Real Estate and Asset Management, Sourcewell Contract #042821-ORK, Pest Control Services Countywide in the amount not to exceed $100,000.00 with Orkin, LLC (Atlanta, GA), to cover the costs to provide additional comprehensive pest control services at the Fulton County Jail Complex and other Countywide facilities for the remainder of FY2024. Effective upon BOC upon approval.

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

Strategic Priority Area related to this item *(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 requested increase will cover the costs for the additional comprehensive pest control services needed to address infestations at the Fulton County Jail Complex and additional comprehensive pest control services for other Countywide facilities for the remainder of FY2024.

Without this increase, DREAM does not have enough spending authority to cover cost of all FY2024 pest control services due to the exhaustion of the approved spending authority of $230,000.00 (BOC

Item #23-0721) for FY2024. Additional costs associated with out-of-scope services related to animal removal, bed bugs, spiders, and bees at multiple County facilities.

Scope of Work: This contract provides all labor, equipment, transportation, and material necessary to ensure approximately 131 County facilities will be free of pests. The objectives shall be to eliminate or reduce current unacceptable pest populations.

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

1. Provide a comprehensive pest control treatment plan and schedule of service for each facility.
2. The treatment of the exterior perimeter of every building for ants and other pests, (excluding wood destroying organisms) on a monthly minimum or as needed basis.
3. Rodent control around the exterior of every building utilizing bait stations and various flavors of baits. The bait stations will be weatherproof, secured, and numbered.
4. Rodent control for interior shall consist of mechanical traps or glue boards.
5. Control of birds shall be provided as needed.
6. Treatment of non-housing, non-food production areas, such as hallways, storage rooms, janitorial rooms, and loading dock, shall be treated by spot or crack and crevice, as appropriate, on as schedule based on actual need.
7. The treatment of all pipe chases shall contain an insect growth regulator.
8. All treatment in sleeping areas shall consist only of gel-type baits.
9. 2/24 response to emergencies - respond in 2 hrs. 24/7 to emergency needs.

Community Impact: The overall community impact is that pest carry diseases and germs, and they can spread these to humans if not managed properly.

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

The Pest Control services contract is managed and coordinated by the Department of Real Estate and Asset Management Grounds Maintenance Team.

Project Implications: The integrated pest control management program is to ensure all County facilities are free of pests and rodents; in keeping clean and sanitary facilities that provides healthy and productive environment.

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

Department Issues/Concerns: If this increase spending is not approved, DREAM will not be able to provide adequate pest control services for the reminder of FY2024.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount

Original Award Amount	23-0721	10/18/23	$230,000.00
Increase Spending Authority No. 1			**$100,000.00**
Total Revised Amount			$330,000.00

Contract & Compliance Information

Not Applicable

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

Exhibit 1: Contract Agreement - Statewide Coop Orkin FY2024
Exhibit 2: Sourcewell Contract #042821-ORK
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:	$230,000.00
Previous Adjustments:	$0.00
This Request:	$100,000.00
TOTAL:	$330,000.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

Agenda Item No.: 24-0756 **Meeting Date:** 11/6/2024

100-999-S200-1160: General, Non-Agency, Professional Services- $100,000.00

Key Contract Terms	
Start Date: Upon BOC Approval	**End Date:** 12/31/2024
Cost Adjustment: $100,000.00	**Renewal/Extension Terms**: N/A

Overall Contractor Performance Rating: 82

Would you select/recommend this vendor again?
Yes

Report Period Start: **1/1/2024**

Report Period End: **6/30/2024**

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Sourcewell

Solicitation Number: RFP #042821

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Orkin, LLC, 2170 Piedmont Road NE, Atlanta, GA 30324-4135 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Pest Management Services with Related Products from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires June 18, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

Performance Evaluation Details

ID	E2
Project	Pest Control Services
Project Number	RFP#042821-ORK
Supplier	Orkin LLC
Supplier Project Contact	Louis Beard (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	01/01/2024 to 06/30/2024
Effective Date	08/08/2024
Evaluation Type	Formal
Interview Date	08/08/2024
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/08/2024 04:20 PM EDT
Completion Date	08/08/2024 04:20 PM EDT
Evaluation Score	82

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE **17/20**

Rating

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

Comments Orkin exterminators and other staff are responsible and capable. They have met expectations and needs.

TIMELINESS OF PERFORMANCE **17/20**

Rating

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

Comments Orkin is able to perform work orders in a timely fashion.

BUSINESS RELATIONS **17/20**

Rating

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

Comments Orkin's staff is available by phone or email during normal business hours, and typically response to request on same day or within 24 hours.

CUSTOMER SATISFACTION **14/20**

Rating

Satisfactory: Contractor representative is reasonably responsive to User Department request for information and professional.

Comments Orkin invoices are timely and accurate.

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 Orkins honor contract prices and doesn't overcharge for emergency services.

GENERAL COMMENTS

Comments Orkin provides excellent supervision of staff who are conducting the work in County buildings and facilities. Their reports and personnel are accessible as needed. They maintain good business relation and meet county pest needs in timely manner.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0757 **Meeting Date:** 11/6/2024

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of an Agreement for Cooperative Technical Assistance and Intergovernmental Cost Sharing among the Atlanta Regional Commission (ARC) and the City of Atlanta, the Atlanta-Fulton County Water Resources Commission ("AFCWRC"), Cobb County-Marietta Water Authority, DeKalb County, and Gwinnett County in the annual amount of up to $150,000.00 each - for a total annual contribution of up to $75,000.00 from Fulton County to AFCWRC for its share - and with Forsyth County and City of Gainesville in the annual amount of up to $75,000.00 each, for a three year term from January 1, 2025 through December 31, 2027.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Pursuant to Fulton County Code § 1-117, the BOC has exclusive jurisdiction and control over all property of the County and is authorized to exercise such other powers as are granted by law or are indispensable to its jurisdiction over County matters. Pursuant to O.C.G.A. Section 36-10-1, contracts entered into by a county governing authority must be in writing and entered on the minutes. Pursuant to GA CONST Art. 9, § 3, ¶ I the County may contract for any period not exceeding 50 years with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment. See also Fulton County Code Sections 102-671 to 102-696 relating to the creation and operation of the Atlanta-Fulton County Water Resources Commission.

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

Commission Districts Affected
All Districts ☐
District 1 ☒
District 2 ☒
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

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

Scope of Work:

This agreement is a continuation of the agreement approved on August 4, 2012 (Agenda Item # 21-0575). The proposed three-year (January 1, 2025 through December 31, 2027) Cooperative Technical Assistance and Intergovernmental Cost Sharing Agreement is between the Atlanta Regional Commission (ARC) and the City of Atlanta, the Atlanta Fulton County Water Resources Commission (which Fulton County is a 50% member), Cobb County-Marietta Water Authority, DeKalb County and Gwinnett County as full members and with Forsyth County and City of Gainesville as half members. This agreement specifically funds the on-going water litigation involving the States of Alabama, Florida and Georgia, and the U. S. Army Corps of Engineers, in the legal disputes regarding water rights in the Apalachicola-Chattahoochee-Flint River Basin (the ACF Basin) and the Alabama-Coosa-Tallapoosa River Basin (the ACT Basin).

In accordance with O.C.G.A. Section 50-8-35, ARC may carry out certain technical assistance activities in cooperation with affected units of local government. The participants of the agreement all use the Chattahoochee River, Lake Lanier and Allatoona Lake as sources of supply of water provided to their customers. The parties agree it is important to cooperate in the technical and legal research effort and that appropriate consultants and legal representatives must be obtained. The participants believe it is cost effective and efficient to share costs to obtain the technical and legal research to protect their mutual interests. This agreement provides ARC the authority to act as the agent for the participants, including, but not limited to:
-monitoring progress of the disputes and related work and provide information on such progress to the Coordinating Committee,
-making recommendations to the Coordinating Committee on the nature of work and services needed,
-contracting with consultants and legal representatives selected by the Coordinating Committee to render technical and professional services,
-coordinating and communicating with consultants and legal representatives on a continuous basis and act as coordinator between consultants and the Coordinating Committee, monitoring consultant's activities,
-receiving invoices from consultants and legal representatives and process appropriate payments in a timely manner,
-maintaining billing accounts and financial records for three years after the completion of this agreement and provide periodic status updates to the participants.

Each full member participant agrees to pay to ARC up to the sum of $150,000.00 annually upon approval of this Agreement. The AFCWRC is a participant to this agreement and Fulton County is only obligated for 50% of the above payment because of the joint venture with the City of Atlanta in the AFCWRC. Therefore, Fulton County's share of the cost is up to $75,000.00 annually and will be included in the 2025 Public Works budget under the Water and Sewer Fund (account #-201-540-5451-121N) and will be budgeted in future years (2026 and 2027)

Similar agreements were approved on January 4, 2017 (#17-0034), June 6, 2018 (#18-0374), July 10, 2019 (#19-0542), and August 4, 2021 (#21-0575). The AFCWRC Board Members will vote on this agreement at their December 8, 2024 meeting.

Community Impact:

This agreement is critical to ensure that Metro Atlanta continues to have access to the drinking water supply in Lake Lanier, the Chattahoochee River, and Allatoona Lake.

Department Recommendation:

Agenda Item No.: 24-0757 **Meeting Date:** 11/6/2024

The Department of Public Works recommends approval of the Agreement for Cooperative Technical Assistance and Intergovernmental Cost Sharing between the Atlanta-Fulton County Water Resources Commission (AFCWRC) and the Atlanta Regional Commission (ARC) and the cost sharing partners.

Project Implications:
Public Works is not aware of any project implications.

Community Issues/Concerns:
Public Works is not aware of any issues or concerns raised by the Community over the previous Agreements and cost sharing arrangement.

Department Issues/Concerns:
Public Works is not aware of any issues or concerns.

Fiscal Impact / Funding Source

Funding Line 1:

201-540-5451-1381 - $75,000

Funding Line 2:

Click here to enter text.

Funding Line 3:

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Funding Line 4:

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Funding Line 5:

Click here to enter text.

COOPERATIVE TECHNICAL ASSISTANCE
INTERGOVERNMENTAL COST SHARING AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2024 by and between the CITY OF ATLANTA, Georgia, the ATLANTA-FULTON COUNTY WATER RESOURCES COMMISSION, of Alpharetta, Georgia, the BARTOW COUNTY SOLE COMMISSIONER by and on behalf of BARTOW COUNTY, the CITY OF CARTERSVILLE, Georgia, the COBB COUNTY-MARIETTA WATER AUTHORITY of Marietta, Georgia, the DEKALB COUNTY BOARD OF COMMISSIONERS by and on behalf of DEKALB COUNTY, Georgia, the FORSYTH COUNTY BOARD OF COMMISSIONERS by and on behalf of FORSYTH COUNTY, Georgia, the CITY OF GAINESVILLE, Georgia, the GWINNETT COUNTY BOARD OF COMMISSIONERS by and on behalf of GWINNETT COUNTY, Georgia (hereinafter referred to as the "Participants") and the ATLANTA REGIONAL COMMISSION (hereinafter referred to as "ARC"), collectively referred to as "Parties."

WITNESSETH:

WHEREAS, the Participants are responsible for providing drinking water to their customers in the Metropolitan Atlanta Area, and ARC is responsible for long-range planning and coordinating the activities of counties and cities in the Metropolitan Atlanta Area; and

WHEREAS, in accordance with O.C.G.A. 50-8-35, ARC may carry out certain technical assistance activities in cooperation with affected units of local government; and

WHEREAS, the Participants use the Chattahoochee River, Lake Lanier and Allatoona Lake as the source of supply of water provided to their customers; and

WHEREAS, the States of Alabama, Florida and Georgia, the U. S. Army Corps of Engineers, and other interested parties are involved in disputes regarding the states' respective water rights and water usage in the Apalachicola-Chattahoochee-Flint River Basin (the ACF Basin) and the Alabama-Coosa-Tallapoosa River Basin (the ACT Basin); and

WHEREAS, successful participation in the dispute process will involve a high level of technical research as well as appropriate legal research and representation; and

WHEREAS, the Participants agree it is important to cooperate in the technical and legal research effort and that appropriate consultants and legal representatives must be obtained; and

WHEREAS, from time to time, other water suppliers may contribute funding to this coordinated effort; and

WHEREAS, the Participants believe it is cost effective and efficient to share costs to obtain the technical and legal research to protect mutual interests; and

WHEREAS, ARC has the experience and ability to manage a program of technical and legal research on behalf of the Participants; and

WHEREAS, the ARC and Participants have entered into prior cooperative technical assistance and intergovernmental cost sharing agreements ("Prior Agreements") similar to this Agreement, and the funding available from the Participants under such Prior Agreements is anticipated to be fully expended in the next year.

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

1. Coordination and Direction of Work.

a. All work and legal research/representation performed under this agreement will be directed by the Coordinating Committee made up of the Participants and ARC. Other parties that provide financial support may be included on the Coordinating Committee by a supermajority vote of at least two-thirds of the Participants, factoring in each Participant's weighted vote. If a single vote is necessary to achieve a supermajority, ARC shall have the deciding vote.
b. The Coordinating Committee shall have the authority to contract through ARC, at the expense of the Participants through contributions outlined herein, with other parties which they deem necessary or helpful in the conduct of the work. No contracts under this paragraph shall work to encumber the Participants over and above the amounts set forth in Paragraph 4.
c. Whenever unanimous consent of the Coordinating Committee cannot be reached on issues, a vote will be taken among the Coordinating Committee members. A simple majority vote of all the members, factoring in each Participant's weighted vote, will carry.
d. Each Participant paying a full share shall have four weighted votes through its Coordinating Committee member; Participants paying a half share shall have two weighted votes through its Coordinating Committee member; and Participants paying a quarter share shall have one weighted vote through its Coordinating Committee member. ARC shall only vote in the instance of a tie and shall have one vote.

2. Duties of the Participants.

a. Cooperate at all times with ARC and the other Participants in furtherance of the objectives of this agreement.
b. Name an appropriate member to the Coordinating Committee and one alternate if desired and grant such member (or the alternate in the absence of the member) the authority to vote on behalf of the member's affiliated Participant on decisions by the Coordinating Committee.
c. Attend all Coordinating Committee meetings after reasonable prior notice. Attendance may be in person or by teleconference or similar electronic means.
d. Provide funding as provided in Paragraph 4 in a timely manner.

3. Duties of ARC.

a. Assign a project manager to monitor progress of the disputes and related work and provide information on such progress to the Coordinating Committee.
b. Name an appropriate member to the Coordinating Committee, other than the project manager, and grant such member the authority to vote on behalf of ARC on decisions by the Coordinating Committee concerning technical and policy matters regarding water resources issues and the hiring of consultants and attorneys.
c. Make recommendations to the Coordinating Committee on the nature of work and services needed.
d. Call, schedule, and chair meetings and provide meeting notices and working agendas.
e. Contract with consultants and legal representatives selected by the Coordinating Committee to render technical and professional services.
f. Coordinate and communicate with consultants and legal representatives on a continuous basis and act as coordinator between consultants and the Coordinating Committee.
g. Monitor consultants' activities.
h. Receive invoices from consultants and legal representatives and process appropriate payments in a timely manner.
i. Maintain billing accounts and financial records for three years after the completion of this agreement and provide periodic status updates to the Participants.
j. Provide a financial status report to the Coordinating Committee members on a quarterly basis. Detailed consultant and legal invoices may be provided upon request by a Participant, subject to reasonable redaction by legal representatives to preserve privilege or confidentiality.

4. Cost Share by the Participants.

For each year during which the agreement is in force and effect (Year 1: January 1, 2025 to December 31, 2025, Year 2: January 1, 2026 to December 31, 2026, and Year 3: January 1, 2027 to December 31, 2027), each of the Participants hereby agrees to make payments to ARC as needed during each year and due within 60 days of invoicing. The amount of annual aggregated invoices will not exceed the Share Amount listed below and may be less than the Share Amount listed below based on actual expense trends and estimated costs for the upcoming year.

ARC will provide an invoice for each payment subject to the aggregated Share Amount. The Participants agree that the costs of conducting the work shall be allocated as follows:

- Up to $ 150,000 (Full Share)
  - CITY OF ATLANTA
  - ATLANTA-FULTON COUNTY WATER RESOURCES COMMISSION
  - COBB COUNTY-MARIETTA WATER AUTHORITY
  - DEKALB COUNTY
  - GWINNETT COUNTY
- Up to $ 75,000 (Half Share)
  - FORSYTH COUNTY
  - CITY OF GAINESVILLE

- Up to $ 37,500 (Quarter Share)
    - BARTOW COUNTY
    - CITY OF CARTERSVILLE

If ARC invoices in advance for estimated costs but does not ultimately incur such estimated costs, ARC will refund to the Participants any amounts collected in excess of actual costs paid once the project or undertaking is completed. The expenses for conducting the work shall include, but are not necessarily limited to, amounts due any engineering or consulting firm and attorney's fees for contracts authorized by the Coordinating Committee, as well as actual salary costs, fringe, indirect expenses, and direct expenses including travel for the assigned ARC project manager. The costs attributable to the ARC project manager shall not exceed $ 55,000.00 per year. Other expenses and select costs may be paid from time to time as the Coordinating Committee shall specifically authorize. The Participants hereby acknowledge that additional funding may be required in order to complete the work, but in no event will such additional funding exceed the capped annual Share Amount as set forth above unless first approved by the respective governing authority of each Participant. The Parties to this Agreement agree that the Parties are independent organizations, and that no agency, employment, partnership, or joint venture relationship is created by this Agreement. The Parties further agree that no Participant will have the authority to act for the other in any manner, nor to create obligations or debts that would be binding upon the other except as specifically provided herein.

Remaining funding available under the Prior Agreements, if any, shall continue to be expended in accordance with the Prior Agreements prior to expending the funding made available under this Agreement.

5. Term.

This agreement shall become effective as of the date of signature of at least two Parties, with effectiveness as to other Parties to occur upon execution of counterparts and shall continue in full force and effect until December 31, 2027. Each of the Participants acknowledges that ARC's performance hereunder is expressly conditioned upon the continued cooperation of all the Participants. In the event one or more of the Participants fails to perform its obligations hereunder, upon a simple majority vote of the remaining Participants, this Agreement may be terminated or amended. Any termination will be effective sixty (60) days after such vote and written notification to ARC.

A Participant may terminate its participation in this Agreement upon sixty (60) days written notice to the ARC. Upon the withdrawal of a Participant, this Agreement shall remain in full force and effect as to all other Participants. The withdrawing Participant shall be responsible for fulfilling all of its obligations under this Agreement up to the date of its withdrawal. If one or more Participants' withdrawal or removal materially impacts the performance of this agreement, the remaining Participants shall renegotiate the terms of this agreement to allocate the withdrawing Participant's obligations among themselves.
In the event of a termination of the agreement, the Participants shall be obligated to pay all consulting and legal fees and expenses reasonably advanced or incurred by ARC up to the effective date of termination, provided that such fees and expenses do not exceed the Share

Amount provided herein or in any subsequent grant of additional authority that may occur pursuant to paragraph 4 herein.

Upon the occurrence of any circumstance beyond the control of ARC, such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, work stoppages, accidents, mandatory quarantines, pandemics, curfews, or other restrictions of movements, or civil disorder, to the extent that such circumstances create financial constraints or prohibit or impede the duties outlined herein, this agreement may be renegotiated between the Parties as requested by any Participant or ARC.

6. Amendment

Any amendment to this Agreement shall be made in writing and signed by all Participants in the same form as this Agreement. Amendments shall become effective as of the date of signature of all Participants by counterparts.

7. Compliance With Applicable Laws and Regulations

All Parties shall comply with all applicable local, state, and federal laws and regulations. Nothing in this Agreement alters, or seeks to alter, the existing statutory authority of the Parties under state or federal law. If any of the provisions of this Agreement are held to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect. No Party shall be liable or assume responsibility for any expense or other damages arising out of or resulting from the act or omission of another Party, or another Party's respective officials, officers, employees, or agents, or from any third-party, including any claims from any third-party against any Party in this Agreement.

8. Dispute Resolution.

In the event of a dispute between the Parties, arising out of or related to this Agreement, the aggrieved Party/ies shall notify the other Party/ies of the dispute within a reasonable time after such dispute arises. If the Parties cannot thereafter resolve the dispute through good faith negotiations, each Party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such efforts fail to resolve the dispute, any Party may pursue resolution in any court having jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

9. Counterparts.

This Agreement may be executed in any number of counterparts with the same effect as if all Parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

10. Nondiscrimination.

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Participants agree that, during performance of this Agreement, each Participant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability.

11. E-Verify.

The Parties hereto shall independently satisfy their E-Verify obligations under O.C.G.A. 13-10-90, et. seq

IN WITNESS WHEREOF, the Parties have hereto executed this Agreement as of the date first above written.

Counterpart 1 of 10 to Technical Assistance Agreement.

Atlanta Regional Commission

By: _____
Executive Director

By: _____
Attested, Assistant Secretary

By: _____
Chair

Counterpart 2 of 10 to Technical Assistance Agreement.

Witness:

By: _____
Municipal Clerk

CITY OF ATLANTA

By: _____
Mayor (Seal)

Approved as to Form:

By: _____
City Attorney

Recommended:

By: _____
Commissioner
Department of Watershed Management

Counterpart 3 of 10 to Technical Assistance Agreement.

BARTOW COUNTY, GEORGIA

By: _____
Sole Commissioner

Attest:

By: _____
Clerk

Counterpart 4 of 10 to Technical Assistance Agreement.

CITY OF CARTERSVILLE, GEORGIA

By: _____
Mayor

Attest:

By: _____
City Clerk

Counterpart 5 of 109 to Technical Assistance Agreement.

COBB COUNTY-MARIETTA WATER AUTHORITY

By: _____
Chair

Approved as to form:

By: _____
Attorney

Attest: By: _____

_____
Title

Counterpart 6 of 10 to Technical Assistance Agreement.

DEKALB COUNTY

By: _____
Chief Executive Officer
DeKalb County, Georgia

ATTESTED:

By: _____
Clerk of the
Chief Executive Officer
and Board of Commissioners
of DeKalb County, Georgia

Approved as to Substance:

By: _____
Director of Watershed Management
DeKalb County, GA

Approved as to Form:

By: _____
County Attorney

Counterpart 7 of 10 to Technical Assistance Agreement.

Atlanta-Fulton County
Water Resources Commission

By: _____
AFCWRC Chair

Approved as to Content:

By:_____
General Manager

Approved as to Form:

By:_____
AFCWRC (Fulton County)

Approved as to Form:

By: _____
AFCWRC (City of Atlanta)

Acknowledged by:
Fulton County

By: _____
Chair
Fulton County Board of Commissioners

ATTEST:

By: _____
Clerk of the Commission

Approved as to Form:

By: _____
Office of the Fulton County Attorney

Counterpart 8 of 10 to Technical Assistance Agreement.

GWINNETT COUNTY, GEORGIA

By: _____
Chair
Board of Commissioners

ATTEST:

By: _____
County Clerk/Deputy County Clerk

(Seal)

APPROVED AS TO FORM:

By: _____
County Attorney

Counterpart 9 of 10 to Technical Assistance Agreement.

FORSYTH COUNTY, GEORGIA

By: _____
Chair
Board of Commissioners

ATTEST:

By: _____
County Clerk

(Seal)

APPROVED AS TO FORM:

By: _____
County Attorney

Counterpart 10 of 10 to Technical Assistance Agreement.

CITY OF GAINESVILLE, GEORGIA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

(Seal)

APPROVED AS TO FORM:

By: _____
City Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0758 **Meeting Date:** 11/6/2024

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to increase the spending authority - Public Works Department, 21RFP129860K-JAJ(D), Standby Engineering Services in an amount not to exceed $116,000.00 with Stantec Consulting Services (Atlanta, GA) to provide closeout sanitary sewer model calibration services for the Camp Creek, Long Island, River Ridge, and Game Creek sub basins. 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: Stantec Consulting was one of six firms selected under the 2021 Standby Engineering Services contract #21RFP129860K-JAJ under Agenda Item No. 21-0574, approved by the BOC on August 4, 2021. Under that contract, the firms were charged with providing technical assistance, planning and design services for both the water and wastewater systems throughout North and South Fulton County.

Agenda Item No.: 24-0758 **Meeting Date:** 11/6/2024

Scope of Work: The Public Works Department is requesting approval to reallocate Year 1 funds for use in Year 3 of the current contract. Stantec Consulting Services was awarded $350,000.00 in project fees each year for a total of $1,050,000.00, under this contract. During the first two years, Stantec did not fully utilize their allotted budget. In year 1, there was an unspent balance of $180,266.50 and in year 2 the unspent balance was $21,172.50. The work assigned Stantec in year 3 totaled $466,000. Therefore, the Public Works Department is seeking authorization to utilize $116,000.00 of the remaining $180,266.50 from Year 1 allocation within the existing contract budget.

Community Impact: There are no immediate impacts to the community expected.

Department Recommendation: The Public Works Department recommends approval.

Project Implications: Stantec performed well with updating and calibrating the existing sanitary sewer models. There work has allowed the Department to conduct planning activities, prioritize future projects, and better understand the performance of the collection network. Approval of this item will allow Stantec Consulting Services to be fully compensated without exceeding the total three-year contract award.

Community Issues/Concerns: No community issues/concerns are expected.

Department Issues/Concerns: Without approval of this item the Public Works Department will not have a mechanism to pay Stantec Consulting Services for services rendered.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0574	8/4/2021	$350,000.00
1st Renewal	22-0487	7/13/2022	$350,000.00
2nd Renewal	23-0555	8/16/2023	$350,000.00
Amendment No. 1			**$116,000.00**
Total Revised Amount			$1,166,000.00

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

Contract Value: **$116,000.00**

Prime Vendor: **Stantec**
Prime Status: **Non-Minority**
Location: Atlanta, GA
County: Fulton County
Prime Value: $97,440 or 84.00%

Subcontractor: **Accura Engineering and Consulting Services, Inc.**
Subcontractor Status: **Asian American Female Business Enterprise**

Agenda Item No.: 24-0758 **Meeting Date:** 11/6/2024

Location:	Atlanta, GA
County:	Fulton County
Contract Value:	$11,600.00 or 10.00%
Subcontractor:	**MC Squared, Inc.**
Subcontractor Status:	**White American Female Business Enterprise**
Location:	Kennesaw, GA
County:	Cobb County
Contract Value:	$6,960.00 or 6.00%
Total Contract Value:	**$116,000.00 or 100.00%**
Total Certified Value:	**$18,560.00 or 16.00%**

Exhibits Attached:

Exhibit 1: Amendment Agreement to Form
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:	$350,000.00
Previous Adjustments:	$700,000.00
This Request:	$116,000.00
TOTAL:	$1,166,000.00

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:

203-540-5400-I134: Water & Sewer R&E, Public Works, Standby Engineering Services

Key Contract Terms	
Start Date: 11/6/2024	**End Date:** 12/31/2024
Cost Adjustment: $116,000.00	**Renewal/Extension Terms**: renewal options remain

Overall Contractor Performance Rating:82

Would you select/recommend this vendor again?
Yes

Report Period Start: **5/1/2024**
Report Period End: **7/31/2024**

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: ***Stantec Consulting Services, Inc.***

Contract No. ***#21RFP129860K-JAJ Standby Engineering***

Address: ***229 Peachtree Street NE Suite #1900***
City, State ***Atlanta, GA***

Telephone: ***(404) 348-2120***

E-mail: ***becky.hachenburg@stantec.com***

Contact: ***Becky Hachenburg***
Vice President

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Stantec Consulting Services, Inc. to provide standby engineering services, dated 8/4/2021, on behalf of the Public Works Department; and

WHEREAS, The Public Works Department is seeking an increase in spending authority for Stantec Consulting Services, Inc. under the referenced contract; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on November 6, 2024 under Item #24-____.

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

This Amendment No. 1 to Form of Contract is effective as of the 6th day of November, 2024, between the County and Stantec Consulting Services, Inc., 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 standby engineering services.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by the Contractor for a total amount not to exceed $116,000.00 with Stantec Consulting Services, Inc. (Atl., Ga). This action will bring the total contract value to $1,166,000.00.

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 Chairman 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

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 Clark, Director
Department of Public Works

CONSULTANT:

STANTEC CONSULTING SERVICES, INC

Becky Hachenburg
Vice President

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

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

Performance Evaluation Details

ID	E6
Project	Standby Engineering Services
Project Number	21RFP129860K-JAJ(D)
Supplier	Stantec Consulting Services Inc
Supplier Project Contact	Mitchell Greenway (preferred language: English)
Performance Program	Architectural and Engineering Services
Evaluation Period	05/01/2024 to 07/31/2024
Effective Date	10/01/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	10/01/2024 02:55 PM EDT
Completion Date	10/01/2024 02:55 PM EDT
Evaluation Score	82

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - ARCHITECTURAL AND ENGINEERING SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT — 14/20

Rating

Satisfactory: Project Management. Acceptable understanding of project objectives, risks and Contract requirements with some direction required from the User Department.

Comments

There are opportunities for improvement in how Stantec manages its projects. Recent meetings and discussions with their team have provided valuable insights, enabling all stakeholders to collaboratively identify areas for enhancement and develop strategies to improve overall project management.

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

Stantec Consulting Services has consistently demonstrated exceptional performance in adhering to project schedules. Their proactive approach to time management, coupled with clear and timely communication, has ensured that all milestones and deadlines are met efficiently. Stantec's ability to anticipate challenges and address them promptly has minimized delays and kept the projects on track.

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

TECHNICAL SUPPORT DURING CONSTRUCTION — 17/20

Rating

Excellent: Commendable. Contractor submissions are expedited on some occasions.

Comments

Stantec Consulting Services has provided excellent technical support throughout our projects. Their team consistently demonstrates a high level of expertise, offering clear guidance and solutions to complex technical challenges. Overall, Stantec's exceptional technical support has played a crucial role in our success, making them a trusted and reliable partner when it comes to sanitary sewer modeling.

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

Stantec has demonstrated strong communication with our office, and there is clear potential for enhanced performance. Through ongoing discussions and collaboration, we are confident that an improvement plan can be developed to achieve the desired outcomes for all parties involved.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0759 **Meeting Date:** 11/6/2024

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to increase the spending authority - Department of Public Works, 22RFP134460K-JAJ, Professional Services for Airport Consulting and Engineering, Design, and Construction Services in an amount not to exceed $300,000.00 with Michael Baker International, Inc. (Atlanta, GA) to provide design, engineering, and construction services. Effective upon BOC approval through December 31, 2024.

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)*
Infrastructure and Economic Development

Commission Districts Affected
All Districts ☐
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☒

Is this a purchasing item?
Yes

Summary & Background: The Department of Public Works requests approval to increase the spending authority with Michael Baker to provide design, engineering, and construction services in 2024.

Scope of Work: This contract amendment encompasses the additional work required to fulfill the Federal Aviation Administration (FAA) and Georgia Department of Transportation (GDOT) grants for

improvements at the Fulton County Executive Airport - Charlie Brown Field. These grants were approved by the BOC on September 18, 2024, as part of Agenda Item No. 24-0586. The scope of this specific project is the design of the rehabilitation of Runway 8/26. It is essential that the design is completed in time to meet the GDOT bid opening deadline in the first quarter of 2025. The design work will be executed by Michael Baker International, ensuring compliance with all FAA and GDOT Aviation Specifications.

Community Impact: There are little to no direct impacts to the community expected.

Department Recommendation: Public Works recommends approving the increase in contract authority to cover the additional work outlined in the grant. If this item is not approved, the Airport will be unable to meet the grant deadline.

Project Implications: This service ensures the immediate design of the grant awarded for the rehabilitation of Runway 8/26 at the Fulton County Executive Airport.

Community Issues/Concerns: The Department of Public Works is not aware of any Community issues or concerns.

Department Issues/Concerns: No issues or concerns have been raised by the Department of Public Works.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0947	12/7/2022	$715,000.00
1st Renewal	23-0817	11/15/2023	$715,000.00
Amendment No. 1			**$300,000.00**
Total Revised Amount			$1,730,000.00

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

Contract Value: **$300,000.00**

Prime Vendor: **Michael Baker International**
Prime Status: **Non-Minority**
Location: **Norcross, GA**
County: **Gwinnett County**
Prime Value: **$112,380.00 or 37.46%**

Subcontractor: **Anderson Design, Inc.**
Subcontractor Status: **Non-Minority**
Location: **Lawrenceville, GA**

County: Gwinnett County
Contract Value: $5,940.00 or 1.98%

Subcontractor: CDM Smith
Subcontractor Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Contract Value: $14,550.00 or 4.85%

Subcontractor: Corporate Environmental Risk Management, LLC (CERM)
Subcontractor Status: DBE
Location: Tucker, GA
County: DeKalb County
Contract Value: $15,450.00 or 5.15%

Subcontractor: Goode Van Slyke Architecture
Subcontractor Status: DBE
Location: Atlanta, GA
County: Fulton County
Contract Value: $100,410.00 or 33.47%

Subcontractor: Jvition, Inc.
Subcontractor Status: Non-Minority
Location: Kansas City, MO
County: Wyandotte County
Contract Value: $4,500.00 or 1.50%

Subcontractor: Key Engineering
Subcontractor Status: DBE
Location: Decatur, GA
County: DeKalb County
Contract Value: $22,200.00 or 7.40%

Subcontractor: Long Engineering, Inc.
Subcontractor Status: White Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Contract Value: $8,610.00 or 2.87%

Subcontractor: Wilmer Engineering, Inc.
Subcontractor Status: White Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Contract Value: $15,960.00 or 5.32%

Agenda Item No.: 24-0759 **Meeting Date:** 11/6/2024

Total Contract Value: **$300,000.00 or 100.00%**
Certified Participation: **$62,220 or 20.74%**

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

Exhibit 1: Amendment No. 1 to Form of Contract
Exhibit 2: Performance Evaluation

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

Jonathan Gauthier, Airport Manager, Fulton County, 404-613-4205

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$715,000.00
Previous Adjustments:	$715,000.00
This Request:	$300,000.00
TOTAL:	$1,730,000.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

200-540-5601-1160: Airport, Public Works, Professional Services - $300,000.00.

Key Contract Terms

Start Date: Upon BOC approval	**End Date:** 12/31/2024
Cost Adjustment:	**Renewal/Extension Terms**: Click here to enter text.

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?
Yes

Report Period Start:	Report Period End:
10/1/2023	**12/31/2023**

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **Michael Baker International, Inc**.

Contract No. **22RFP134460K-JAJ Professional Services for Airport Consulting and Engineering Services**

Address: **420 Technology Parkway, Suite 150**

City, State **Norcross, GA 30092**

Telephone: **404-434-4998**

E-mail: **Quintin.Watkins@mbakerintl.com**

Contact: **Quintin Watkins, PE**
Vice President

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Michael Baker International, Inc., to provide design, engineering, and construction services, dated 12/7/2022 on behalf of the Public Works Department; and

WHEREAS, the Public Works Department is seeking an increase in spending authority for Michael Baker International, Inc., under the referenced contract; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on [Insert Board of Commissioners approval date and item number].

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

This Amendment No. 1 to Form of Contract is effective as of the ____ day of _____, 20__, between the County and Michael Baker International, Inc., 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 design, engineering, and construction services.

2. **COMPENSATION:** The services described under the Scope of Work herein shall be performed by the Contractor for a total amount not to exceed $300,000.00 with

Michael Baker International, Inc., (Atlanta, GA). This action will bring the total contract value to $1,730,000.00.

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 Chairman of 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

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 Clark, Director
Public Works Department

CONSULTANT:

MICHAEL BAKER INTERNATIONAL, INC.

Quintin Watkins
Vice President

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

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

Performance Evaluation Details

ID	E4
Project	Airport Consulting Services Engineering/Design/Construction
Project Number	22RFP134460K-JAJ
Supplier	Michael Baker International, Inc.
Supplier Project Contact	Carmen Dawkins (preferred language: English)
Performance Program	Architectural and Engineering Services
Evaluation Period	10/01/2023 to 12/31/2023
Effective Date	10/03/2024
Evaluation Type	Formal
Interview Date	10/03/2024
Expectations Meeting Date	10/03/2024
Status	Completed
Publication Date	10/03/2024 07:32 AM EDT
Completion Date	10/03/2024 07:32 AM EDT
Evaluation Score	85



10/3/2024

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - ARCHITECTURAL AND ENGINEERING SERVICES

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

PROJECT MANAGEMENT **17/20**

Rating

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

Comments *Not Specified*

SCHEDULE **17/20**

Rating

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

Comments *Not Specified*

QUALITY OF DESIGN, REPORTS AND DELIVERABLES **17/20**

Rating

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

Comments *Not Specified*

TECHNICAL SUPPORT DURING CONSTRUCTION **17/20**

Rating

Excellent: Commendable. Contractor submissions are expedited on some occasions.

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.: 24-0760 **Meeting Date:** 11/6/2024

Department
Behavioral Health and Development Disabilities

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Memorandum of Understanding between Fulton County, on behalf of the Fulton County Department of Behavioral Health and Developmental Disabilities (BHDD), and the Atlanta/Fulton County Prearrest Diversion Initiative, Inc. ("PAD") to continue providing financial support for delivery of prearrest diversion services in the amount of $400,000.00 for the period January 1, 2025 to December 31, 2025, subject to the appropriation of funding.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Pursuant to O.C.G.A. § 36-10-1, all official contracts entered into by the County governing authority and with other persons on behalf of the County shall be in writing and entered in its minutes

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*
Through the Department of BHDD would like to continue providing resources for support and coordination of pre-arrest diversion services for adult participants. The Atlanta/Fulton County Policing Alternatives and Diversion Initiative (PAD) was developed in partnership with the City of Atlanta and

Fulton County as a strategy to provide timely intervention and redirection for individuals experiencing substance addiction, mental health concerns, or extreme poverty. As a pre-arrest program, PAD accepts diversion referrals from law enforcement at the time of the alleged crime, instead of post-booking and court involvement. This unique initiative allows our community to address behavioral health and quality of life concerns through case management and linkage to care and treatment, when otherwise the individual would have merely landed in jail. The people that cycle through our jails are people who the system has failed. They are the people that other diversion programs often reject - those with prior convictions, with pending cases or warrants, who have already gone through a diversion program, who cannot pay for the cost of pre-trial intervention, who are homeless, or who do not pass random drug screens. As a result, these people fall through the cracks. They spend more time in jail, frequently recidivate, and do not receive treatment for underlying mental health and addiction problems. Through law enforcement diversion and intensive care navigation, PAD creates a unique and necessary pathway for these individuals to connect to county and city services. FY 2024 funding will support the following KPIs: 1) provide emergency shelter to 400 people annually; 2) provide 3 months of temporary housing to 60 people annually; 3) provide 4 weeks of transportation assistance to 300 people annually; 4) Provide cell phones and cell phone service to 60 people annually; 5) provide 3 months of food assistance to 150 people annually; 6) provide clothing and PPE supplies to 250 people annually; and 7) provide personal identification and document assistance to 100 people annually.

Scope of Work: Fulton County through the Department of BHDD would like to continue providing resources for support and coordination of pre-arrest diversion services for adult participants. The Atlanta/Fulton County Prearrest Diversion Initiative, Inc. (“PAD”) was developed in partnership with the City of Atlanta and Fulton County as a strategy to provide timely intervention and redirection for individuals experiencing substance addiction, mental health concerns, or extreme poverty. As a pre-arrest program, PAD accepts diversion referrals from law enforcement at the time of the alleged crime, instead of post-booking and court involvement. This unique initiative allows our community to address behavioral health and quality of life concerns through case management and linkage to care and treatment, when otherwise the individual would have merely landed in jail. The people that cycle through our jails are people who the system has failed. They are the people that other diversion programs often reject - those with prior convictions, with pending cases or warrants, who have already gone Sign In County Website User Guide Search Agenda Items Meeting Calendar Board of Commissioners Members Details Reports History (1) Textthrough a diversion program, who cannot pay for the cost of pre-trial intervention, who are homeless, or who do not pass random drug screens. As a result, these people fall through the cracks. They spend more time in jail, frequently recidivate, and do not receive treatment for underlying mental health and addiction problems. Through law enforcement diversion and intensive care navigation, PAD creates a unique and necessary pathway for these individuals to connect to county and city services. FY 2024 funding will support the following KPIs: 1) provide emergency shelter to 400 people annually; 2) provide 3 months of temporary housing to 60 people annually; 3) provide 4 weeks of transportation assistance to 300 people annually; 4) Provide cell phones and cell phone service to 60 people annually; 5) provide 3 months of food assistance to 150 people annually; 6) provide clothing and PPE supplies to 250 people annually; and 7) provide personal identification and document assistance to 100 people annually.

Community Impact: Fulton County, through the Department of BHDD, desires for Atlanta/Fulton County PAD to continue to provide timely intervention and redirection for individuals experiencing substance addiction, mental health concerns, or extreme poverty.

Department Recommendation: The Fulton County Department of Behavioral Health and Developmental

Agenda Item No.: 24-0760 **Meeting Date:** 11/6/2024

Disabilities recommends the approval of the Memorandum of Understanding.

Project Implications: The services described under the Scope of Work for this Contract shall be performed by the Atlanta/Fulton County Prearrest Diversion Initiative, Inc. for a total amount of $400,000.00

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1:

100-755-8226-1000

MEMORANDUM OF UNDERSTANDING BETWEEN FULTON COUNTY, GEORGIA AND THE ATLANTA/FULTON COUNTY PREARREST DIVERSION INITIATIVE, INC. (PAD)

THIS MEMORANDUM OF UNDERSTANDING ("**MOU**") is made and entered into upon all parties affixing their signatures on this document between **Fulton County, Georgia**, a political subdivision of the State of Georgia ("**Fulton County**"), by and through its **Department of Behavioral Health and Developmental Disabilities ("BHDD"),** and **Atlanta/Fulton County Prearrest Diversion Initiative, Inc.** ("**PAD**"), (hereinafter collectively referred to as the "Parties").

WHEREAS, PAD is aimed at redirecting individuals out of the criminal justice system through the coordination of the Atlanta/Fulton County Law Enforcement Assisted Diversion Initiative; and

WHEREAS, PAD has received financial support from a number of governmental agencies and private donors; and

WHEREAS, PAD anticipates that the Law Enforcement Assisted Diversion ("LEAD") initiative will reduce arrests and recidivism rates in Fulton County while providing social services to those suffering from mental illness, substance use disorders and extreme poverty; and

WHEREAS, PAD seeks funding to continue to hire staff and provide basic necessities to participants who are served; and

WHEREAS, Fulton County believes that reducing crime while providing services to citizens and individuals in need is to the benefit of all Fulton County residents; and

WHEREAS, the Parties agree that it is beneficial to work together to achieve synergies for success in the programs; and

WHEREAS, the Fulton County BHDD supports use of funds in their budget to support PAD; and

WHEREAS, the Parties deem it to be in the best interest of Fulton County citizens to enter into this MOU under the terms and conditions expressed.

NOW, THEREFORE, in consideration of the mutual benefits to both parties, it is hereby agreed as follows:

ARTICLE I. PURPOSE AND INTENT

The purpose of this MOU between PAD and Fulton County, acting through the County's BHDD, is to establish and formalize the obligations and responsibilities of the Parties in the amount of $400,000.00 payable to PAD to fund the coordination of the Atlanta/Fulton County LEAD initiative, including diversion services and care navigation efforts.

1.1 PAD seeks to reduce criminal justice system involvement for people who have already had substantial contact with the criminal justice system; improve public safety and public health by improving neighborhood and participant quality of life through harm-reduction interventions; and advocate for new pathways for more appropriate service provisions. In 2025, PAD has the following objectives:

- **By December 2025,** provide housing navigation to at least 400 unsheltered Fulton County citizens.
    - Provide 3,000 nights of emergency respite shelter for unsheltered Fulton County citizens at a cost of $223,227.
        - Provide temporary housing for unsheltered Fulton County citizens at a cost of $107,204.
        - Provide move-in assistance at a cost of $3,127.
- **By December 2025,** provide direct support and care navigations to at least 300 Fulton County citizens.
    - **By December 2025**, provide transportation assistance to 550 Fulton County citizens at a cost of $11,022.
    - **By December 2025**, provide food assistance to 760 Fulton County citizens at a cost of $19,006.

1.2 Neither this Agreement, nor any activities described herein, shall be construed as creating a legal partnership, joint venture, franchise, agency, or other such relationship, but instead a collaboration on programs to serve citizens in Fulton County in furtherance of the Parties' public purpose. No party shall have the right, power, or authority to obligate or bind the other party in any manner whatsoever, without the other party's prior written consent.

ARTICLE II. FUNDING AND USE OF THE FUNDS

2.1 Upon approval by the Fulton County Board of Commissioners, Fulton County, through its County Department of BHDD, will reimburse PAD monthly for services provided until they reach the funding amount of Four Hundred Thousand and 00/100 Dollars ($400,000.00) (the "Funding Amount"). The Funding Amount shall be allocated from the Fulton County BHDD General Fund Budget in the amount of $400,000, subject to appropriation by the Fulton County Board of Commissioners.

2.2 PAD shall use the Funding Amount provided by Fulton County solely for the items described above. PAD shall provide the Department of BHDD with accompanying documentation upon request.

2.3 In no event shall Fulton County be obligated for funding in excess of the Funding Amount.

ARTICLE III. REPORTING AND RESPONSIBILITY OF PAD

In consideration for the Funding Amount, PAD shall have the following reporting and other responsibilities:

3.1 **Monthly Reports.** On or before 15th of the following month of the service provision, PAD shall provide to the Department of BHDD both a narrative report and a financial report of the progress of PAD in meeting the objectives herein for the period from contract execution until December 31, 2025.

3.2 **Quarterly Reports.** On or before the 15th of the following month of the quarter following the service provision (April, July, and October), PAD shall provide to the Department of BHDD both a narrative report and a financial report of the progress of PAD in meeting the objectives described herein for the period from contract execution until December 31, 2025.

3.3 **Mid-year Reports**. On or before July 15, 2025, PAD shall provide to the Department of BHDD both a narrative report and a financial report of the progress of PAD in meeting the objectives described herein for the period of January 1, 2025 until June 30, 2025.

3.4 **Annual Reports**. On or before January 15, 2025, PAD shall provide to the Department of BHDD both a narrative report and a financial report of the progress of PAD in meeting the objectives described herein for the period of January 1, 2025 until December 31, 2025.

3.5 **Financial Records**. PAD agrees to maintain and make available to the Department of BHDD, upon reasonable request, all of PAD financial records that are kept in the ordinary course of business. The Department of BHDD agrees that all requests shall be made in writing and to provide the PAD with a reasonable amount of time to respond to any such request for financial records.

ARTICLE IV. TERM OF AGREEMENT

This MOU shall expire on December 31, 2025. Notwithstanding anything contained herein, PAD's reporting obligations as set forth in Article 3.4 shall survive the expiration or termination of this MOU. Failure to abide by the reporting obligations may subject PAD to not qualify for any future funding at the sole discretion of Fulton County.

ARTICLE V. TERMINATION/SUSPENSION OF WORK

4.1 Termination without Cause. Notwithstanding anything contained herein to the contrary, Fulton County may terminate this MOU without cause by providing PAD with 60 (sixty) days written notice.

4.2 Upon termination of the MOU under this Article, the Parties shall arrange for a proper accounting and work plan for any obligations remaining under the terms of this MOU.

4.3 Nothing herein shall prevent Fulton County from immediately suspending PAD's performance of the work upon written notice.

ARTICLE VI. MODIFICATIONS

This MOU may be modified at any time by written agreement of the Parties, with such modification being subject to approval by the governing bodies of the Parties.

ARTICLE VII. NOTICES

For purposes of this MOU, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

Fulton County BHDD
Attn: LaTrina Foster, LPC
141 Pryor Street, SW
Suite 1031
Atlanta, Georgia 30303

With a concurrent copy to:
Fulton County Attorney
Office of the Fulton County Attorney
141 Pryor Street, S.W.
Suite 4038
Atlanta, GA 30303

Atlanta/Fulton County Prearrest Diversion Initiative, Inc.
Attn: Moki Macías
236 Forsyth Street, SW
Suite 200
Atlanta, Georgia 30303

ARTICLE VIII. GENERAL PROVISIONS

5.1 If any part of this MOU is found to be invalid or unenforceable, or is otherwise stricken, the rest of this MOU shall remain in full force and effect.

5.2 This MOU constitutes the entire MOU between the Parties. It supersedes any prior oral understandings between them with respect to the matters addressed herein.

5.3 Waiver of any term or condition of this MOU shall require an amendment that is subject to the approval of the Parties' respective governing bodies, and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this MOU. Nothing herein shall constitute or be considered a limitation upon or waiver of the Parties' rights under applicable law.

5.4 This MOU is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers, or interests in any third-party. Fulton County, including its respective officers, officials, employees, or agents, shall not be liable to third parties by any act or omission of the other party.

5.5 Nothing herein shall be construed as a waiver of Fulton County's sovereign immunity or any governmental immunity available to its officials, officers, employees, and agents.

5.6 This MOU shall be governed by the laws of the State of Georgia.

5.7 This MOU may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this the _____ day of _____ 2025.

FULTON COUNTY, GEORGIA

Approved:

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

ATLANTA/FULTON COUNTY PREARREST DIVERSION INITIATIVE, INC.

Approved:

_____
Moki Macías
Executive Director
Atlanta/Fulton County Prearrest Diversion Initiative, Inc.

Attest:

_____
Tonya R. Grier
Clerk to the Commission

Approved as to Content:

_____
LaTrina Foster, LPC, Director
Fulton County BHDD

Approved as to Form:

_____
Y. Soo Jo, County Attorney

2025 Proposal to
Fulton County Department of Behavioral Health
& Developmental Disabilities

Direct emergency services for people experiencing homelessness

The PAD Initiative requests $400,000 from the Fulton County Department of Behavioral Health & Developmental Disabilities for calendar year 2025. These funds will allow us to provide direct emergency services for people experiencing homelessness who are diverted from law enforcement contact and jail. PAD provides participants with care navigation/case management services, emergency respite shelter, MARTA cards, and food assistance.

PAD currently employs 15 care navigators who provide community-based case management to a caseload of between 25-50 people through weekly visits for as long an individual requires support. We use a person-centered, harm reduction approach, and work with each person to develop an individual service plan (ISP) that addresses the barriers they are facing and supports their personal goals, including connections to behavioral healthcare, medical care, income/benefits, and community supports. Our goal is to increase stability and wellness, and reduce criminal justice system contact.

Approximately 90% of the individuals we serve are experiencing homelessness at the time of referral. In order to reduce the likelihood of arrest for criminal trespass or other related offenses, PAD provides emergency respite shelter, while identifying other temporary housing opportunities. For the period of January – August 2024 PAD enrolled 213 people into case management support, providing emergency respite shelter to 82 participants and temporary housing to 44 participants. Other direct barrier reduction support provided to these participants included food, clothing, transportation, and documentation assistance.

Fulton County's continued support will improve the health and well-being of people who are experiencing homelessness, mental health concerns or problematic substance use in Fulton County. PAD will continue to leverage this investment as a part of its partnership with the Georgia Department of Behavioral Health and Developmental Disabilities which funds our street-based intensive case management program for people with severe mental illness who are unhoused. PAD's Street Wellness Enhancement & Engagement Team (SWEET) is staffed by three clinical advocates, three peer advocates and a clinical supervisor. The program also partners with Grady Behavioral Health to provide supportive services for participants to access housing vouchers through the Atlanta Housing Authority (administered by Partners for HOME, Metro Atlanta's Continuum of Care organization for services addressing homelessness). By

supporting PAD's efforts to provide emergency respite, food, transportation and other direct service support, Fulton County will continue to contribute to a multi-agency effort to reduce homelessness and incarceration among the County's most marginalized and vulnerable residents.

Proposed Metrics

- By December 2025, provide housing navigation to at least 400 Fulton County citizens
  - Provide 3000 nights of emergency respite shelter for unsheltered Fulton County citizens at a cost of $223,277.
  - Provide temporary housing for unsheltered Fulton County residents at a cost of $107,204.
  - Provide move in assistance at a cost of $3,127

- By December 2025, provide direct support and care navigation to at least 300 Fulton County citizens
  - By December 2025, provide transportation assistance to 550 Fulton County citizens at a cost of $11,022
  - By December 2025, provide food assistance to 760 Fulton County citizens at a cost of $19,006.

Proposed Budget

Category	Annual Allocation	Monthly Allocation	Detail
Emergency Housing	$223,277.00	$18,606.42	4,167 nights x 53.58 per night
Temporary Housing	$107,204.00	$8,933.67	4,288 nights x avg. $25 per night
Move In Assistance	$3,127.00	$260.58	
Barrier Reduction – Transportation	$11,022.00	$918.50	550 citizens x avg. cost of $20
Barrier Reduction – Food	$19,006.00	$1,583.83	760 citizens x avg. cost of $25
Operational Cost	$36,364.00	$3,030.33	
Total	**$400,000.00**	**$33,333.33**	

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0761 **Meeting Date:** 11/6/2024

Department
Behavioral Health and Development Disabilities

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Memorandum of Understanding (MOU) between Fulton County, by and through its Department of Behavioral Health and Developmental Disabilities (BHDD), and Grady Memorial Hospital Corporation d/b/a Grady Health System for the purpose of continuing integrative strategies to provide medication assisted outpatient treatment of substance use disorders for Fulton County residents. Fulton County shall pay Grady Memorial Hospital in an amount not to exceed $464,000.00 annually or as otherwise provided by an amendment to this MOU. Effective January 1, 2025 through
December 31, 2025.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
West's Code of Georgia 36-10-1: All official contracts entered into by the County governing authority and with other persons on behalf of the County shall be in writing and entered in its minutes.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

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

Agenda Item No.: 24-0761 **Meeting Date:** 11/6/2024

Scope of Work: In response to the Opioid crisis continuing to plague our community, the Department of Behavioral Health & Developmental Disabilities would like to continue the partnership with Grady Behavioral Health Outpatient Clinic Medication-Assisted Treatment (MAT) program for Fulton County residents seeking services for Opioid Use Disorders. BHDD would like to continue collaborating with Grady to increase the capacity of their MAT program established in September 2017, from 30 to 60 unique individuals by the end of 2025. The goal is to provide MAT through the use of medications in combination with counseling and behavioral therapies for the treatment of substance use disorders. This MOU will ensure Fulton County residents have access to Grady's MAT program, inclusive of intensive outpatient treatment services, while utilizing buprenorphine and naloxone (Suboxone) medication to treat Opioid-Use Disorders. These medications can be life-saving by sustaining recovery compared to traditional abstinence based alternatives. Grady's partnership with Emory and Morehouse Schools of Medicine has strengthened their ability to provide a unique staffing blend, including toxicologists and addictionologists, to serve the needs of Fulton County residents with opioid use disorders.

Community Impact: Fulton County through the Department of Behavioral Health & Developmental Disabilities desires to continue to collaborate with Grady to increase the capacity of their MAT Program from 30 to 60 unique individuals by the end of 2025.

Department Recommendation: The Fulton County Department of Behavioral Health & Developmental Disabilities recommends approval of the Memorandum of Understanding.

Project Implications: The services described under this MOU shall be performed by Grady Health System MAT Program for a total amount of $464,000

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1:

100-730-730-1089

MEMORANDUM OF UNDERSTANDING

WITH

GRADY MEMORIAL HOSPITAL CORPORATION d/b/a GRADY HEALTH SYSTEM

I. PARTIES

This Memorandum of Agreement ("MOU") is made and entered into by and between **Grady Memorial Hospital Corporation d/b/a Grady Health System, through its Medication Assisted-Outpatient Treatment (MAOT) Clinic program,** (hereinafter "Grady" or "Grady Health System) and **Fulton County, Georgia, a political subdivision of the State of Georgia (hereinafter, "Fulton County",** by and through its **Department of Behavioral Health and Developmental Disabilities,** (hereinafter, "FCDBHDD"), each a "Party" and collectively the "Parties", for the purpose of integrating strategies to provide medication assisted outpatient treatment of substance use disorders for Fulton County residents.

II. PURPOSE

In response to the Opioid epidemic plaguing our community, FCDBHDD is entering into a partnership with the Grady Medication Assisted-Outpatient Treatment (MAOT) program for Fulton County residents seeking services for Opioid Use Disorders. The FCDBHDD would like to collaborate with Grady to increase the capacity of their MAOT program established in September 2017, from 30 to 60 unique individuals by the end of 2025.

III. GOAL

The goal of the partnership is to provide Medication Assisted-Outpatient Treatment through the use of medications in combination with counseling and behavioral therapies for the treatment of substance use disorders. This MOU will ensure Fulton County residents have access to Grady's MAOT program providing intensive outpatient services utilizing buprenorphine and naloxone (Suboxone®) medication to treat Opioid-Use Disorders which can be life-saving by sustaining recovery compared to traditional abstinence based alternatives. Grady's partnership with Emory and Morehouse Schools of Medicine has strengthened their ability to provide a unique staffing blend, including toxicologists and addictionologists, to serve the needs of Fulton County residents with opioid use disorders.

IV. TERM

This Memorandum shall commence on the date of Board of Commissioner's approval and is effective from January 1, 2025 through December 31, 2025, unless sooner terminated as set forth herein ("Initial Term"). At the end of the Initial Term and any subsequent renewal term, the Parties have the option to renew this MOU in writing for successive one (1) year terms commencing on January 1 and ending on December 31 of each year, subject to

appropriation of funding for the year in which the MOU is renewed and upon approval of their governing bodies under the same terms and conditions herein. Where funding is not appropriated, the MOU shall end immediately without any financial liability on the FCDBHDD.

V. TERMINATION

Termination for Convenience. Notwithstanding any other provisions of this MOU, either party may terminate this MOU for its convenience, with the consent and approval of the governing body of that party, by giving thirty (30) days advance written notice of termination to the other party.

Termination for Cause. Either party may terminate this MOU for cause by providing fifteen (15) days' notice to the defaulting/breaching party of the intent to terminate, provided that the defaulting/breaching party has the right to cure the default within the 15 days, or has taken substantial steps to cure the default within a reasonable timeframe by providing a written plan of the steps to effectuate the cure.

VI. PARTY RESPONSIBILITIES / SERVICES

A. Grady will use commercially reasonable efforts to provide:

1. Physicians / providers: Buprenorphine treatment is provided by DEA X-waivered providers only, in accordance with federal guidelines. Drs. Brent W. Morgan and Alaina Steck and Aalok Chandora are currently X-waivered physicians and are thus licensed buprenorphine providers.

2. MAT follows established guidelines for in-office induction: during the index visit, patients are provided an initial standard dose of buprenorphine/naloxone, after which they are observed for a period of 1 – 2 hours. During this 1 – 2 hour observation window, patients may avail themselves of other available services, such as establishing care with social services or participating in a group therapy or individual counseling session. Patients are then reassessed by the MAT physician to determine whether additional titration of buprenorphine/naloxone is indicated. If so, patients receive an additional, standard dose of medication. At that time, patients are provided a prescription for 2 – 3 days' worth of medication, with instructions to return for follow up for re-evaluation.

3. Laboratory evaluation: At the index visit, all patients who do not have recent lab results in the Grady EMR will undergo screening for human immunodeficiency virus (HIV), hepatitis B and C virus (HBV / HCV), and testing for baseline markers of organ function with a complete blood count (CBC), comprehensive metabolic panel (Chem14), and urinalysis (UA). At each follow up visit, patients will undergo a standard panel of urine drug testing to assess for compliance with buprenorphine/naloxone therapy and to evaluate for concurrent lapses in substance use (e.g., other opioids, cocaine, marijuana, etc.).

Patients found to have hepatic dysfunction or hepatitis will require periodic monitoring of liver function tests (LFTs) while on buprenorphine/naloxone.

4. Contingency management: Continued treatment with buprenorphine/naloxone will be contingent on a number of factors, to be delineated in a program agreement discussed with and signed by each patient upon enrollment. These contingencies include regular follow up with psychiatric and social services as deemed necessary by our colleagues at the outpatient clinic and continued abstinence from other substances of abuse as monitored by urine drug testing at each MAOT appointment. Compliance with psychiatric treatment can be monitored via the Grady EMR and direct communication with providers. A single lapse in sobriety (e.g., a single cocaine-positive drug screen) will not be grounds for immediate dismissal from the clinic but rather will be an indication for escalation of addiction treatment services, such as more frequent counseling or adjustment of psychiatric medications. Multiple recurrent positive urine drug screens, however, or evidence of diversion of medication, will be grounds for discontinuation of buprenorphine/naloxone therapy.

5. Therapeutic interventions: In addition to medications, individuals admitted to this program are provided individual and group therapies by a Licensed Behavioral Health Counselor and Peer Counselors. Connection with local 12-step support groups is also key in sustaining long term recovery.

6. Educational mission: There are currently extremely limited resources to train experienced addiction providers in Georgia. Grady Health System is the largest teaching hospital in the state, and this MAOT clinic will also provide invaluable training opportunities for Grady's residents, fellows, nurse practitioners, and physician assistants from a variety of specialties.

7. The Grady Medication Assisted Outpatient program is housed in the same physical location as the current Grady Behavioral Services at 10 Park Place. This provides a streamlined patient flow and allows patients ready access to the full array of services offered by the Grady Behavioral Health clinic. Medication Assisted Therapy (MAT) for Opioid Use Disorders is provided in the form of buprenorphine/ naloxone (Suboxone®); methadone is not provided.

B. Fulton County, through its Department of Behavioral Health and Developmental Disabilities will use its best efforts to:

Monitor Grady's compliance with the following key performance indicators during each quarter of 2025 and refer appropriate Fulton County residents for treatment in the Grady MAOT program and adhere to HIPAA and local, state, and federal laws and regulations regarding patient confidentiality.

1. Number of Fulton County residents seen by MDs in the hospital who are in need of Opioid treatment. This is a verbal intervention only. (Target = 10-20).

2. Number of Fulton County residents who received an induction dose of Buprenorphine while in the hospital. (Target = 10-20).

3. Number of new Fulton County residents seen at 10 Park Place (may include walk-ins or follow-up from the hospital. (Target = 6-20).

VII. COMPENSATION

FCDBHDD will pay Grady Health System $464,000.00 for MAOT clinic services rendered, payable in equal installments on a monthly basis in compensation for said services through the end of 2025. The County agrees to compensate Grady Health System in accordance with the not to exceed amount provided in this paragraph.

VIII. ENTIRE AGREEMENT

This MOU and all exhibits and attachments hereto, contains the entire and complete understanding and agreement between the Parties pertaining to the subject matter herein, and supersedes any and all prior agreements or understandings, whether oral or written, relating to the subject matter hereof.

IX. AMENDMENTS

This MOU may be amended or modified by mutual consent of the Parties, provided any and all such amendments or modifications shall be in writing and signed by the authorized representatives of both Parties.

X. ATTACHMENTS

None.

XI. NOTICE

The contacts of each Party to this MOU are:

Fulton County Department of Behavioral Health and Developmental Disabilities:

Name:	LaTrina Foster
Title:	Director Fulton County Department of Behavioral Health and Developmental Disabilities
Telephone:	(404) 612-1687
Email:	latrina.foster@fultonCountyga.gov

Copy to: Richard Anderson, County Manager
141 Pryor Street, SW, Suite 1000
Atlanta, Georgia 30303
404-612-8335
404-612-0350 (facsimile)

Copy to: Y. Soo Jo, County Attorney
141 Pryor Street, SW,
Suite 4038
Atlanta, Georgia 30303
404-612-0246 (telephone)
404-730-6324 (facsimile)

To Grady Memorial Health Systems – Behavioral Health

Name: Anne Hernandez, LCSW
Title: Behavioral Health Director
Telephone: 404-616-1782
Email: ahernandez@GMH.EDU

XII. MISCELLENOUS

1. Governing Law. This MOU and each provision hereof shall be construed under and governed by the laws of the State of Georgia.

2. Captions. The captions in this MOU are for purposes of convenient reference only and form no part hereof.

3. Waiver. Failure of any party to pursue any remedy pursuant to the terms of this Agreement for any default by the other party or a party's waiver of any default or non-compliance by the other party shall not affect or impair either party's rights with respect to any subsequent default or noncompliance of the same or different nature. Furthermore, a party's delay or omission in asserting any right which the party may have hereunder will not constitute a waiver of such party's right or impair the party's right to assert such default or non-compliance by the other party.

4. Drafting of Agreement. This MOU shall be construed without regard to the party or parties responsible for its preparation and shall be deemed as having been prepared jointly by the parties. Any ambiguity or uncertainty existing in this MOU shall not be interpreted or construed against any party hereto. The parties hereto agree that no representations except those contained herein that have been made by any party to induce the execution of this MOU by any other party.

5. Relationship of Parties. Notwithstanding anything in this MOU to the contrary, neither shall have the power to bind or obligate the other except as expressly set forth in this MOU.

6. Survival of Representations. All terms, conditions, covenants, warranties contained in any determination of this MOU shall remain in effect until amended by the applicable governing authority.

7. No Third-Party Beneficiaries. This MOU is made between and limited to the FCDBHDD and Grady, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than the County and PFH, and no other person or entity shall be considered a third-party beneficiary of this MOU or otherwise entitled to enforce the terms of this MOU for any reason whatsoever.

IN WITNESS WHEREOF, the parties hereto have executed this MOU through their duly authorized officers this _____ day of _____, 2025.

GRADY HEALTH SYSTEMS

_____

John M. Haupert, CEO
Grady Health Systems
80 Jesse Hill, Jr. Dr. SE
Atlanta, GA 30303

SEAL

[Signatures Continued on Following Page]

FULTON COUNTY, GEORGIA

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

Attest:

_____
Tonya R. Grier
Clerk to the Commission

Approved as to Content:

_____
LaTrina R. Foster, Director
Department of Behavioral Health
and Developmental Disabilities

Approved as to Form:

_____
Office of the County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0611 **Meeting Date:** 11/6/2024

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 AND 10/16/24)**

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 ~~(c)(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.

Proposed Amendments to Rules of Decorum F.C.C. Sec. 101-68 ~~Sec. 101-68. - Decorum.~~
~~(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) ~~(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. ~~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 (de) 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. ~~c.~~ The penalties provided in subsection (d~~c~~) 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 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) ~~(c)~~ *Penalties.*

(1) ~~(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)(1a.~~e)~~1.~~)a.1.~~

5. The Finance Department shall deduct the monetary value~~5. 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 ~~(c)(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. ~~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. ~~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)~~

AN ORDINANCE TO REPEAL AND REPLACE PART I, SUBPART B, CHAPTER 101 (GENERAL PROVISIONS AND COUNTY GOVERNING AUTHORITY), ARTICLE II (COUNTY GOVERNING AUTHORITY), DIVISION 2 (RULES OF ORDER AND PROCEDURE), SECTION 101-68 (DECORUM) OF THE FULTON COUNTY CODE OF ORDINANCES, TO ADD ADDITIONAL RULES OF DECORUM; TO INCREASE PENALTIES FOR VIOLATION OF THE RULES OF DECORUM; TO PROVIDE A MECHANISM FOR PAYMENT OF ADMINISTRATIVE SANCTIONS; AND FOR OTHER PURPOSES.

WHEREAS, the duly elected governing authority of Fulton County, Georgia (the "County") is the Fulton County Board of Commissioners (the "Board"); and

WHEREAS, the Board has authority, pursuant to the Constitution of the State of Georgia, Article 9, Sec. 2 ¶ 1(a), to adopt reasonable ordinances, resolutions, or regulations relating to the County's affairs for which no provision has been made by general law and which is not inconsistent with the Constitution or any local law applicable thereto; and

WHEREAS, in conformity with the provisions of the Open Meetings Act, O.C.G.A. § 50-14-1 *et seq.*, the Board enacted certain provisions of its Rules of Order and Procedure (the "Rules") at its Regular Meeting on January 5, 1994, with said regulations being codified in Chapter 101 (General Provisions and County Governing Authority), Article II (County Governing Authority), Division 2 (Rules of Order and Procedure) of the Fulton County Code of Ordinances ("F.C.C.") as Section 101-61 *et seq.*; and

WHEREAS, on May 4, 2022, via Agenda Item 22-0329, the Board last modified its Rules, specifically the text of F.C.C. Sec. 101-68 (Decorum), to add an express prohibition against defamatory statements and to authorize the imposition of a penalty for violation of said provision; and

WHEREAS, the Board seeks to encourage an environment of respect, professionalism and civility through its conduct and to provide a positive representation

of the County, its officials and employees to its citizens and the public at large both during its Board meetings and outside of official Board meetings; and

WHEREAS, the Board finds that certain conduct, including having cellular phone conversations in the auditorium where its meetings are conducted during open session, impedes the Board's ability to conduct its meetings professionally, respectfully and efficiently; and

WHEREAS, the Board continues to recognize the need for clear and enforceable guidelines dictating what is appropriate conduct by each member of the Board of Commissioners during official meetings, as well as the need to enforce the penalties imposed for engaging in prohibited conduct; and

WHEREAS, the Board desires to repeal and replace F.C.C. Sec. 101-68 (Decorum) to specify additional conduct that it deems disruptive and inappropriate for its members and to discourage such conduct by increasing the penalties currently imposed for violation of the Board's decorum guidelines; and

WHEREAS, F.C.C. Sec. 101-68 (Decorum), as currently amended, does not specify the mechanism for payment of administrative sanctions; and

WHEREAS, the Board seeks to encourage continued compliance with F.C.C. Sec. 101-68, and to ensure enforcement of all its provisions, including timely payment of administrative sanctions imposed; and

WHEREAS, the Board finds that it is in the best interest of its citizens to repeal and replace F.C.C. Sec. 101-68 to provide that its Finance Department shall deduct payment of administrative sanctions from the paycheck of the violator for operational efficiency.

NOW, THEREFORE, BE IT ORDAINED, that the Fulton County Board of Commissioners hereby repeals Section 101-68 of the Fulton County Code of Ordinances (Decorum) in its entirety, and replaces it with a new Section 101-68, attached as **Exhibit A**.

BE IT FINALLY ORDAINED, that this Ordinance shall become effective when passed and adopted, and that all ordinances and resolutions and parts of ordinances and resolutions in conflict with this Ordinance are hereby repealed to the extent of the conflict.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia this 18th day of September, 2024.

FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

_____
Robert L. Pitts, Chairman (At-Large)

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.: 24-0655 **Meeting Date:** 11/6/2024

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 AND 10/16/24)**

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.

WHEREAS, Fulton County, Georgia, in the fulfillment of its governmental functions, creates, maintains and possesses certain records; and

WHEREAS, the Georgia Open Records Act, O.C.G.A. Sec. 50-18-70 *et seq.*, governs which government records are to be open for public inspection, copying and production; and

WHEREAS, Personnel Policy 323-16 and Fulton County Policy 600-55 limit County officials' and employees' access to Fulton County records to Open Records Act requests when the request is for personal use and not requesting documents from one's own personnel file; and

WHEREAS, County records should be freely accessible to County officials and employees in the normal course of their job duties as needed for legitimate business purposes and/or pursuant to directives from their supervisors without the need for an Open Records Act request; and

WHEREAS, the Board of Commissioners finds that Fulton County records created and maintained by Fulton County should be made freely accessible to its officials and employees when the records are needed to perform their public duties and functions; and

WHEREAS, Fulton County has various boards, commissions, taskforces, committees, councils and authorities to which the Board of Commissioners appoints members; and

WHEREAS, these boards, commissions, taskforces, committees, councils and authorities to which the Board of Commissioners makes appointments fulfill a vital role in supporting and furthering the interests of Fulton County and its citizens; and

WHEREAS, the Board of Commissioners also recognizes that the access of these boards, commissions, taskforces, committees, councils and authorities to which the Board of Commissioners makes appointments to Fulton County records relevant to their public duties is often necessary for these members to fulfill their public functions on behalf of the citizens of Fulton County; and

WHEREAS, under section (a) its home rule powers found at GA CONST Art. 9, §

2, ¶ I(a), the Board of Commissioners has authority to adopt reasonable ordinances, resolutions, or regulations relating to the County's affairs for which no provision has been made by general law and which are not inconsistent with the Constitution or any local law applicable thereto.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby clarifies that members of boards, commissions, taskforces, committees, councils and authorities to which the Board of Commissioners makes appointments shall have access to Fulton County records in the same manner as Fulton County officials and employees as needed in the fulfillment of their public duties and functions.

BE IT FURTHER RESOLVED, that it is not the intent of this Resolution to remove privileges or confidentiality applicable to any Fulton County records or to grant access to such records by any Fulton County official, employee or member of a board, commission, taskforce, committee, council and authority to which the Board of Commissioners makes appointments, that they would not otherwise have due to such privilege or confidentiality.

BE IT FURTHER RESOLVED, that upon a Fulton County official's or employee's receipt of a request for Fulton County records from a member of a board, commission, taskforce, committee, council and authority to which the Board of Commissioners makes appointments, and after a legal determination that the requested records are not otherwise privileged nor confidential, the Fulton County official or employee must provide the requested Fulton County records free of charge as quickly as practicable.

BE IT FURTHER RESOLVED, that this Resolution is solely to clarify the internal access of Fulton County officials and employees—including members of boards, commissions, taskforces, committees, councils and authorities to which the Board of Commissioners makes appointments—whose access to County records is necessary to the performance their public duties and functions and shall not be construed as supplanting the requirements for private parties under the Georgia Open Records Act.

BE IT FINALLY RESOLVED, that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

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

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.

WHEREAS, Fulton County, Georgia, in the fulfillment of its governmental functions, creates, maintains and possesses certain records; and

WHEREAS, the Georgia Open Records Act, O.C.G.A. Sec. 50-18-70 *et seq.*, governs which government records are to be open for public inspection, copying and production; and

WHEREAS, Personnel Policy 323-16 and Fulton County Policy 600-55 limit County officials' and employees' access to Fulton County records to Open Records Act requests when the request is for personal use and not requesting documents from one's own personnel file; and

WHEREAS, County records should be freely accessible to County officials and employees in the normal course of their job duties as needed for legitimate business purposes and/or pursuant to directives from their supervisors without the need for an Open Records Act request; and

WHEREAS, the Board of Commissioners finds that Fulton County records created and maintained by Fulton County should be made freely accessible to its officials and employees when the records are needed to perform their public duties and functions; and

WHEREAS, Fulton County has various boards, commissions, taskforces, committees, councils and authorities to which the Board of Commissioners appoints members; and

WHEREAS, these boards, commissions, taskforces, committees, councils and authorities to which the Board of Commissioners makes appointments fulfill a vital role in supporting and furthering the interests of Fulton County and its citizens; and

WHEREAS, the Board of Commissioners also recognizes that the access of these boards, commissions, taskforces, committees, councils and authorities to which the Board of Commissioners makes appointments to Fulton County records relevant to their public duties is often necessary for these members to fulfill their public functions on behalf of the citizens of Fulton County; and

WHEREAS, under section (a) its home rule powers found at GA CONST Art. 9, §

2, ¶ I(a), the Board of Commissioners has authority to adopt reasonable ordinances, resolutions, or regulations relating to the County's affairs for which no provision has been made by general law and which are not inconsistent with the Constitution or any local law applicable thereto.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby clarifies that members of boards, commissions, taskforces, committees, councils and authorities to which the Board of Commissioners makes appointments shall have access to Fulton County records in the same manner as Fulton County officials and employees as needed in the fulfillment of their public duties and functions.

BE IT FURTHER RESOLVED, that it is not the intent of this Resolution to remove privileges or confidentiality applicable to any Fulton County records or to grant access to such records by any Fulton County official, employee or member of a board, commission, taskforce, committee, council and authority to which the Board of Commissioners makes appointments, that they would not otherwise have due to such privilege or confidentiality.

BE IT FURTHER RESOLVED, that upon a Fulton County official's or employee's receipt of a request for Fulton County records from a member of a board, commission, taskforce, committee, council and authority to which the Board of Commissioners makes appointments, and after a legal determination that the requested records are not otherwise privileged nor confidential, the Fulton County official or employee must provide the requested Fulton County records free of charge as quickly as practicable, and the records may be requested or provided in any format that would be used in response to a Georgia Open Records Act request.

BE IT FURTHER RESOLVED, that this Resolution is solely to clarify the internal access of Fulton County officials and employees—including members of boards, commissions, taskforces, committees, councils and authorities to which the Board of Commissioners makes appointments—whose access to County records is necessary to the performance their public duties and functions and shall not be construed as supplanting the requirements for private parties under the Georgia Open Records Act.

BE IT FINALLY RESOLVED, that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

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.: 24-0654 **Meeting Date:** 11/6/2024

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 AND 10/16/24)**

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.

WHEREAS, the duly elected governing authority of Fulton County, Georgia is the Fulton County Board of Commissioners ("BOC"); and

WHEREAS, pursuant to the BOC's home rule powers found at GA CONST Art. 9, § 2, ¶ I(a), the BOC is authorized to create boards, commissions, taskforces, committees, councils, and authorities; and

WHEREAS, a resignation procedure for members appointed by the BOC ("appointed members") is not provided in the enabling legislation of all said boards, commissions, taskforces, committees, councils, and authorities; and

WHEREAS, the BOC desires to provide a resignation procedure for its appointees to said boards, commissions, taskforces, committees, councils, and authorities; and

WHEREAS, under section (a) of the BOC's home rule powers, the BOC has authority to adopt reasonable ordinances, resolutions, or regulations relating to the County's affairs for which no provision has been made by general law and which are not inconsistent with the Constitution or any local law applicable thereto.

NOW, THEREFORE, BE IT RESOLVED, that appointed members of the boards, commissions, taskforces, committees, councils and authorities, created pursuant to the Fulton County Board of Commissioners' home rule powers found at GA CONST Art. 9, § 2, ¶ I(a), who are unable or do not wish to continue serving shall resign in writing via a resignation letter that (1) indicates the effective date of the resignation, and (2) is submitted to the Clerk to the Commission who shall promptly notify the Board of Commissioners of the vacancy created by the resignation.

BE IT FURTHER RESOLVED, that this Resolution shall become effective upon its adoption and shall apply to all current and future boards, commissions, taskforces, committees, councils and authorities created under Fulton County's home rule powers.

BE IT FINALLY RESOLVED, that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this 2nd day of October 2024.

FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

_____
Robert L. Pitts, Chairman (At Large)

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.: 24-0762 **Meeting Date:** 11/6/2024

Department
County Manager

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Discussion: Elections Update.

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

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

Commission Districts Affected

All Districts	☒
District 1	☐
District 2	☐
District 3	☐
District 4	☐
District 5	☐
District 6	☐

Is this a purchasing item?
No

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0763 **Meeting Date:** 11/6/2024

Department
County Manager

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Discussion: 10th Floor Renovation Update.

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

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

Commission Districts Affected

All Districts	☒
District 1	☐
District 2	☐
District 3	☐
District 4	☐
District 5	☐
District 6	☐

Is this a purchasing item?
No

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:

Department Recommendation:

Project Implications:

Community Issues/Concerns:

Agenda Item No.: 24-0763 **Meeting Date:** 11/6/2024

Department Issues/Concerns:

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0764 **Meeting Date:** 11/6/2024

Department
External Affairs

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Approval of 2025 Legislative Agenda.

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:** 11/6/2024

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

- 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

FULTON COUNTY

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.: 24-0765 **Meeting Date:** 11/6/2024

Department
Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
2025 Budget Development Update.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Update on the 2025 Budget Development

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.)*

Update on the 2025 Budget Development process.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0766 **Meeting Date:** 11/6/2024

Department
Sheriff

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Discussion: Request approval to utilize $1.2 Million in non-agency funds, currently allocated for the FCSO, for the purpose of overtime use/compensation, for sworn staff.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Click or tap here to enter text.

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

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*

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0767 **Meeting Date:** 11/6/2024

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
ATLANTA-FULTON COUNTY RECREATION AUTHORITY (STADIUM AUTHORITY)

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

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

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.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0615 **Meeting Date:** 11/6/2024

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 AND 10/16/24)**