FULTON COUNTY BOARD OF COMMISSIONERS
RECESS MEETING
December 20, 2023
10:00 AM

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

A G E N D A

CALL TO ORDER: Chairman Robert L. Pitts

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

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

INVOCATION: Reverend Clifton Dawkins, Jr., County Chaplain

PLEDGE OF ALLEGIANCE: Recite in unison

ANNOUNCEMENTS

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

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

CONSENT AGENDA

23-0917 **Board of Commissioners**
Adoption of the Consent Agenda - All matters listed on the Consent Agenda are considered routine by the County Commission and will be enacted by one motion. No separate discussion will take place on these items. If discussion of any Consent Agenda item is desired, the item will be moved to the Recess Meeting Agenda for separate consideration.

23-0918 **Board of Commissioners**
Proclamations for Spreading on the Minutes.

Proclamation recognizing "Bernice Johnson Appreciation Day." **(Hall)**
December 2, 2023

Proclamation recognizing "She Leads America Appreciation Day." **(Thorne)**
December 5, 2023

Proclamation recognizing "Ballethnic 30th Anniversary Appreciation Day." **(Hall)**
December 8, 2023

Proclamation recognizing "21 Savage Appreciation Day." **(Hall)**
December 8, 2023

Proclamation recognizing "Ambassador Andrew Young Appreciation Day." **(Hall)**
December 8, 2023

Proclamation recognizing "Alvin R. Dollar Remembrance Day."
(Abdur-Rahman/Hall/BOC)
December 9, 2023

Proclamation recognizing "Mary Martin Appreciation Day." **(Hall)**
December 9, 2023

Proclamation recognizing "Greg Pridgeon, Sr. Appreciation Day." **(Hall)**
December 9, 2023

Proclamation recognizing "Roderick Edmond Appreciation Day." **(Hall)**
December 9, 2023

Proclamation recognizing "Renee Knorr Appreciation Day." **(Hall)**
December 9, 2023

Proclamation recognizing "Sharon Ringo Appreciation Day." **(Hall)**
December 9, 2023

Proclamation recognizing "Devyne Stephens Appreciation Day." **(Hall)**
December 9, 2023

Proclamation recognizing “Glenn Lundy Appreciation Day.” **(Hall)**
December 9, 2023

Proclamation recognizing “Kevin Willis Appreciation Day.” **(Hall)**
December 9, 2023

Proclamation recognizing “Dr. Janie Lacy Appreciation Day.” **(Hall)**
December 9, 2023

Proclamation recognizing “Gilbert Young Appreciation Day.” **(Hall)**
December 9, 2023

Proclamation recognizing “Marie Diamond Appreciation Day.” **(Hall)**
December 9, 2023

Proclamation recognizing “Sarah Blakely Appreciation Day.” **(Hall)**
December 9, 2023

Proclamation recognizing “Queen Naomi Achu Appreciation Day.” **(Hall)**
December 9, 2023

Proclamation recognizing “King Honorable Majesty King Muja’Dib Jamel El’Oser-Sori Appreciation Day.” **(Hall)**
December 9, 2023

Proclamation recognizing “High Praise Deliverance Ministries Appreciation Day.” **(Pitts)**
December 10, 2023

Proclamation recognizing “Gurwant Ohbi Appreciation Day.” **(BOC)**
December 14, 2023

Proclamation recognizing “Bobby Leo Olive, Sr. Remembrance Day.” **(Arrington)**
December 15, 2023

Proclamation recognizing “Eagle Scout Jack Maloney Appreciation Day.” **(Thorne)**
December 16, 2023

Proclamation recognizing “Eagle Scout Saketh Podduturi Appreciation Day.” **(Thorne)**
December 16, 2023

Proclamation recognizing “Kendall Minter Remembrance Day.” **(Arrington)**
December 16, 2023

Proclamation recognizing “Randy and Irma Bell Appreciation Day.” **(Arrington)**
December 19, 2023

Proclamation recognizing “Mr. Everything Café Appreciation Day.” **(Hall)**
December 20, 2023

Commissioners' District Board Appointments

23-0919 **Board of Commissioners**
ADMINISTRATIVE HEARING OFFICERS

Term = 2 Years

Two-year terms pursuant to Section 34-67(a) of the Fulton County Civil Service Act.

Commissioner Thorne has nominated Alex Kaufmann for a District appointment to a two-year term.

23-0920 **Board of Commissioners**
ADMINISTRATIVE HEARING OFFICERS

Term = 2 Years

Two-year terms pursuant to Section 34-67(a) of the Fulton County Civil Service Act.

Commissioner Thorne has nominated Kurt Hilbert for a District appointment to a two-year term.

23-0921 **Board of Commissioners**
FULTON COUNTY REPARATIONS TASK FORCE

The Reparations Task Force shall have the following members: Each Commissioner shall appoint two (2) members, for a total of 14 members. Each member shall be a resident of Fulton County at the time of the appointment. A member shall serve for a two-year term and subject to removal by the appointing Commissioner for cause. No member's term shall exceed that of the appointing Commissioner but shall remain as a voting member until replaced or reappointed by the successive Commissioner.

Term = 2 Years

Term below expires: 12/31/2023
Carole Sykes **(Pitts)**

Chairman Pitts has nominated Carole Skyes for a District reappointment to a term ending December 31, 2025.

Open & Responsible Government

23-0922 **Information Technology**

Request approval to renew an existing contract - Department of Information Technology, 21ITB0929B-EC, W-2, 1099, and Affordable Care Act Filing, Processing, Printing, and Mailing Services, in an amount not to exceed $40,000.00 with National Payment Corporation (Tampa, FL) to provide a system to process, print, fold, and mail W-2 forms, 1099-Misc forms, 1099-R forms and Affordable Care Act (ACA) forms for employees, poll workers, retirees and vendors of Fulton County. This action exercises the second of three renewal options. One renewal option remains. If approved, this contract will be effective January 1, 2024, through December 31, 2024.

23-0923 **Finance**

No action is requested. This reporting is being provided to meet the quarterly reporting requirement for monetary transfers amount budget funds per Board Resolution #09-1262.

23-0924 **Finance**

Ratification of November 2023 Grants Activity Report.

Arts and Libraries

23-0925 **Library**

Request approval of a Resolution of the Board of Commissioners to accept a grant, donation, or gift from the Atlanta Fulton Library Foundation (Foundation) in an amount not to exceed $13,140.00 for the license fees and up to twelve participant scholarships for attendance of the Smart Horizons Career Online High School (SHCOE), and to approve the agreement between Fulton County on behalf of its Library System, the Foundation, and SHCOE, as it may be amended by the County Attorney as to legal form, for Library patrons to attend an online high school from which students receive both career-based online high school diplomas and a workforce certificate.

Health and Human Services

23-0926 **Senior Services**

Request the spreading on the minutes of (1) the County Manager's renewal, for a five (5) year period pursuant to Resolution 18-0325, of a Memorandum of Understanding with Friends of the Dorothy C. Benson Senior Multipurpose Complex, Inc. and (2) the County Manager's renewal, for a five (5) year period pursuant to Resolution 18-0325, of a Memorandum of Understanding with Friends of Bowden, Inc., non-profit organizations which support multipurpose and adult day programming through fundraising efforts; and authorize the County Attorney to approve the renewal agreement as to form and make necessary modifications thereto prior to execution.

23-0927 **Community Development**
Request approval to amend the award of $250,000.00 in the FY2023 Budget to Atlanta Public Schools (APS) to transfer said award to the APS foundation, Atlanta Partners for Education (APFE). Effective upon BOC approval.

23-0928 **Community Development**
Request approval to amend the contract between Fulton County and Wellspring Living in the amount of $500,000.00 in American Rescue Plan (ARPA) funds for construction purposes. The original effective dates of the contract were May 17, 2023 through December 31, 2023. This amendment will extend the contract term until December 31, 2024. This Agenda Item is 100% grant funded and funds will be disbursed during construction.

23-0929 **Community Development**
Request approval to amend the Community Development Block Grant CV-3 contract with the City of South Fulton ($330,000.00) to extend the contract end date from December 31, 2023, to December 31, 2024, and increase the amount of rent, mortgage, and utility assistance to allow program participants to receive a maximum of six months of assistance per household. The County Attorney is authorized to approve the contracts as to form and make changes thereto prior to execution.

23-0930 **Community Development**
Request approval to amend the Community Development Block Grant CV-3 contract with the City of College Park to extend the contract end date from December 31, 2023 to December 31, 2024 to allow the city additional time to provide citizens in need with rent, mortgage and/or utility assistance. No additional funds are requested. The existing funding level for the contract will not change as a result of this amendment. The County Attorney is authorized to approve the contract amendment as to form and make changes thereto prior to execution.

23-0931 **Community Development**
Request approval to amend the Community Development Block Grant CV-3 contract with the City of East Point ($626,427.50) to (a) extend the contract end date from December 31, 2023 to December 31, 2024; and (b) to provide additional funds in the amount of $43,630.60. The County Attorney is authorized to approve the contract amendment as to form and make changes thereto prior to execution.

Infrastructure and Economic Development

23-0932 **Real Estate and Asset Management**
Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, Georgia and D.R. Horton, Inc. for the purpose granting conditional approval to allow stormwater infrastructure to remain within a portion the County's existing sanitary sewer easement at 0 Butner Road, South Fulton, Georgia 30213.

23-0933 **Real Estate and Asset Management**
Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and Liberty Communities, LLC for the purpose granting conditional approval to allow stormwater infrastructure to remain within a portion the County's existing sanitary sewer easement at 0 Jones Road, South Fulton, Georgia 30213.

23-0934 **Real Estate and Asset Management**
Request approval of a Water Line Easement Dedication of 1,066,085 square feet to Fulton County, a political subdivision of the State of Georgia, from JBGL Atlanta Development 2014, LLC for the purpose of constructing the Wards Crossing Phase 2 Project at 5435 State Bridge Road, Johns Creek, Georgia 30022.

23-0935 **Real Estate and Asset Management**
Request approval of a Sewer Easement Dedication of 1,066,085 square feet to Fulton County, Georgia from JBGL Atlanta Development 2014, LLC, for the purpose of constructing the Wards Crossing Phase 2 Project at 5435 State Bridge Road, Johns Creek, Georgia 30022.

23-0936 **Real Estate and Asset Management**
Request approval of a Water Line Easement Dedication of 1,066,085 square feet to Fulton County, Georgia from JBGL Atlanta Development 2014, LLC, for the purpose of constructing the Wards Crossing Phase 1 Project at 5435 Jones Bridge Road, Johns Creek, Georgia 30022.

23-0937 **Real Estate and Asset Management**
Request approval of a Sewer Easement Dedication of 1,066,085 square feet to Fulton County, Georgia from JBGL Atlanta Development 2014, LLC, for the purpose of constructing the Wards Crossing Phase 1 Project at 5435 State Bridge Road, Johns Creek, Georgia 30022.

Justice and Safety

23-0938 **District Attorney**
Request approval of a Sub-recipient Grant Contract between the Georgia Coalition Against Domestic Violence (GCDV), BJA FY 2022 Upholding the Rule of Law and Preventing Wrongful Convictions Program, U.S. Department of Justice, Office of Justice Programs, Office for Victims of Crime, Grant No. 15PBJA-22-GG-03909-WRNG grant and Fulton County, Office of District Attorney, Conviction Integrity Unit (CIU) named as a sub-awardee in the Grant in an amount not to exceed $245,000.00. Effective upon BOC approval through the term of the Grant. 100% grant funded.

RECESS MEETING AGENDA

23-0939 **Board of Commissioners**
Adoption of the Recess Meeting Agenda.

23-0940 **Clerk to the Commission**
Ratification of Minutes.

Recess Meeting Minutes, November 15, 2023
Regular Meeting Post Agenda Minutes, December 6, 2023

23-0941 **Board of Commissioners**
Presentation of Proclamations and Certificates.

Proclamation recognizing “Bhargavi P. Ladekar Appreciation Day.” **(Thorne)**

Proclamation recognizing “Braille Education Awareness Day.” **(Barrett)**

Proclamation recognizing “Southern Snow Seekers Ski Club Appreciation Day.” **(Hall/Abdur-Rahman)**

Proclamation recognizing “Mojo Appreciation Day.” **(Arrington)**

Proclamation recognizing “Fred Cool Breeze Bell Appreciation Day.” **(Arrington)**

Proclamation recognizing “Organized Noize Appreciation Day.” **(Arrington)**

Proclamation recognizing “Jermaine Dupri Appreciation Day.” **(Arrington)**

Proclamation recognizing “Dallas Austin Appreciation Day.” **(Arrington)**

Proclamation recognizing “JaMahr Backbone Williams Appreciation Day.” **(Arrington)**

Proclamation recognizing “Codaweb Accessibility Appreciation Day.” **(Abdur-Rahman)**

PUBLIC HEARINGS

23-0942 **Board of Commissioners**

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

COUNTY MANAGER'S RENEWAL ITEMS

Open & Responsible Government

23-0904 **Real Estate and Asset Management**

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 21ITB130447C-GS, Janitorial Services for Selected Fulton County Facilities (Groups E, F, G, H & I) in an amount not to exceed $1,092,157.00 with (A) Chi-Ada Corporation, (Atlanta, GA) in an amount not to exceed $533,355.00; (B) Quality Cleaning Services, Inc. (Douglasville, GA) in an amount not to exceed $261,756.00; and (C) American Facility Services, Inc. (Alpharetta, GA) in an amount not to exceed $297,046.00, to provide cleaning services for selected Fulton County facilities for Janitorial Groups E (South Libraries), F (Other Offices North and Other Offices South), G (South Senior Centers), H (Arts Centers), and I (North and South Service Centers). This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2024, through December 31, 2024. **(HELD ON 12/6/23)**

23-0905 **Real Estate and Asset Management**

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 21ITB131067C-GS, On-Site Door Repair and Overhead Door Preventive and Predictive Maintenance Countywide in an amount not to exceed $215,000.00 with (A) Overhead Door Company of Atlanta, dba D.H. Pace Company, Inc., (Atlanta, GA) in an amount not to exceed $170,000.00; and (B) Piedmont Door Automation, dba Piedmont Door Solutions (Dawsonville, GA) in an amount not to exceed $45,000.00, to provide on-site door repair and preventive and predictive maintenance services on an "as-needed" basis Countywide facilities. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2024, through December 31, 2024. **(HELD ON 12/6/23)**

23-0906 **Registration & Elections**

Request approval to renew an existing contract - Registration & Elections, 22ITBC031722MH-C, Ballot Printing in an amount not to exceed $560,000.00 with Tattnall Journal, Inc. dba Tattnall Ballot Solutions (Reidsville, GA), to provide ballot printing services for the 2024 elections: Presidential Preference Primary (PPP), Presidential Primary Election, Presidential Primary Run-off Elections, Presidential General Election and the Presidential General Run-off Election. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2024, through December 31, 2024. **(HELD ON 12/6/23)**

23-0943 **Information Technology**

Request approval to renew an existing contract - Department of Information Technology, 21ITB1007B-PS, Network Equipment Maintenance & Support, in an amount not to exceed $3,137,962.45, with Presidio Inc. (New York, NY), to provide provisioning, maintenance and support services of network and physical security equipment countywide. This action exercises the second of two renewals options. No renewal options remain. Effective dates: January 1, 2024, through December 31, 2024.

23-0944 **Information Technology**

Request approval to renew an existing contract - Department of Information Technology, 22ITBC1006B-PS, Fulton PC Refresh Enterprise Workstation in an amount not to exceed $1,500,000.00 with CDW Government (Vernon Hills, IL) to provide enterprise business class desktop personal computers (PCs), laptops, monitors and docking stations, specialty computing devices to include iPads, iMacs, Microsoft Surface Pros and supporting peripherals. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2024, through December 31, 2024.

23-0945 **Real Estate and Asset Management**

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 21ITB130241C-CG, Standby Plumbing Repair Services in the total not to exceed amount of $350,000.00 with (A) Liquid Services & Logistic, LLC formerly Talon Property Services, LLC (Atlanta, GA) in an amount not to exceed $100,000.00; (B) J2 Connect, Inc. dba J Squared Plumbing Co., Inc. (McDonough, GA) in an amount not to exceed $125,000.00; and (C) B & W Mechanical Contractors, Inc. (Lawrenceville, GA) in an amount not to exceed $125,000.00, to provide on-site standby plumbing repair 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, 2024, through December 31, 2024.

Arts and Libraries

23-0907 **Library**

Request approval to renew an existing contract - Fulton County Library System, 22ITBC134505K-DB, Shelf Ready Book and Best Selling in an amount not to exceed $1,000,000.00 with Brodart Co. (Williamsport, PA) to provide popular shelf ready books. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2024, through December 31, 2024. **(HELD ON 12/6/23)**

Health and Human Services

23-0946 **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 $13,363,410.93 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 $3,587,901.00, 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 $924,054.53, 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 $2,969,430.00, 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 $873,336.96, to provide Permanent Supportive Housing (124 units). This action exercises the first of nine renewal options. Eight renewal options remain. Effective Dates: January 1, 2024, through December 31, 2024.

23-0908 **Senior Services**

Request approval to renew an existing contract - Senior Services, 21RFP000016A-CJC, Alternative Senior Transportation Services in the amount of $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 second of four renewal options. Two renewal options remain. Effective dates: January 1, 2024, through December 31, 2024. **(HELD ON 12/6/23)**

23-0909 **Senior Services**

Request approval to renew an existing contract - Senior Services, 21RFP000027A-CJC, Senior Transportation Services in the amount of $6,780,913.83 with Transdev, Incorporated (East Point, GA) to provide transportation services for Senior Services and Behavioral Health programs. This action exercises the second of four renewal options. Two renewal options remain. Effective January 1, 2024, through December 31, 2024. **(HELD ON 12/6/23)**

23-0911 **Senior Services**

Request approval to renew an existing contract - Senior Services, 22RFP035A-CJC, Aging Services in an amount not to exceed $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) an amount not to exceed $1,469,171.63; and (C) Visiting Nurses Health Systems (Atlanta, GA) in an amount not to exceed $1,114,776.30 to provide Aging Services for Fulton County seniors aged 60 and above. This action exercises the first of four renewal options. Three renewal options remain. Effective date January 1, 2024, thru December 31, 2024. **(HELD ON 12/6/23)**

23-0910 **Senior Services**

Request approval to renew an existing contract - Senior Services, 23RFP137326A-CJC Food Services Management in the amount of ~~$1,059,840.00~~ $1,049,303.76 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 first of two renewal options. One renewal option remains. Effective dates: January 1, 2024, through December 31, 2024. **(HELD ON 12/6/23)**

23-0912 **Senior Services**

Request approval to renew existing contracts - Department of Senior Services, 21RFQ000007A-CJC, Senior In-Home Services in a total amount not to exceed $1,030,166.32 with (A) Southern Homecare Services dba Always Caring Home Care (Roswell, GA) in amount not to exceed $540,642.91; (B) Help At Home LLC (Newnan, GA) in amount not to exceed $115,990.92; (C) At Home Atlanta, LLC (Roswell, GA) in amount not to exceed $216,288.76; (D) Trusted Hands Senior Care (Stone Mountain, GA) in amount not to exceed $157,243.73, to provide In-Home Services to eligible Fulton County seniors aged 60 and above. This action exercises the third of four renewal options. One renewal option remains. Effective date January 1, 2024, thru December 31, 2024. **(HELD ON 12/6/23)**

23-0947 **Public Works**

Request approval to renew an existing contract - Public Works, 23ITB139005A-JWT, Standby Utility Pavement Patching & Paving Services in an amount not to exceed $300,000.00 with the K&E Group USA LLC (Atlanta, GA) to provide standby utility pavement patching and paving services. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2024, through December 31, 2024.

Justice and Safety

23-0913 **Sheriff**

Request approval to renew existing contracts - Sheriff's Office, 21ITB1122B-EC, Prisoner Transportation Services in an amount not to exceed $554,730.00 with U.S. Corrections, LLC (Whites Creek, TN) to provide national prisoner transportation services. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2024, through December 31, 2024. **(HELD ON 12/6/23)**

COUNTY MANAGER'S ITEMS

Open & Responsible Government

23-0948 **County Manager**

Presentation of the Fulton County Operational Report.

23-0949 **Finance**

Discussion: FY2024 Proposed Budget

23-0950 **Finance**

Request approval of the FY2024 Water and Sewer Budget.

23-0894 **Registration & Elections**

Request approval of a statewide contract - Registration and Elections, SWC# 99999-001-SPD0000136, Temporary Staffing Services - Clerical & Light in the total amount not to exceed $12,831,466.31 with (A) Abacus Corporation (Morrow, GA) in an amount not to exceed $5,190,476.43; and (B) Dover Staffing, Inc. (Smyrna, GA) in an amount not to exceed $7,640,989.88, to provide temporary staffing services for the Presidential Preference Primary (PPP), Presidential Primary Election and the Presidential Primary Run-off Elections. Effective January 1, 2024, through June 30, 2024. **(HELD ON 12/6/23)**

23-0895 **Real Estate and Asset Management**

Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC99999-001-SPD0000154-0001, Facility Maintenance Services for the State of Georgia Department of Human Services (DHS) in the amount of $121,875.00 with CGL Facility Management, LLC (Fayetteville, GA), to provide preventive and corrective maintenance services for the County-owned facility currently leased to the State of Georgia Department of Human Services located at 5710 Stonewall Tell Road, College Park, GA 30349. Effective dates: January 1, 2024, through July 14, 2024. **(HELD ON 12/6/23)**

23-0897 **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 Services Provider for Firm Accounts in the amount of $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, 2024, through December 31, 2024. **(HELD ON 12/6/23)**

23-0896 **Real Estate and Asset Management**

Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC 99999-001-SPD0000154-0001, Facility Maintenance Solutions in the amount of $406,771.00 with CGL Facility Management, LLC (Fayetteville, GA) to provide facility maintenance services for the new Fulton County Animal Services Facility located at 1251 Fulton Industrial Boulevard, NW, Atlanta, GA 30318. Effective dates January 1, 2024 through July 14, 2024. **(HELD ON 12/6/23)**

23-0898 **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 the amount not to exceed $755,000.00 with Automotive Rental, Inc. (Mt. Laurel, NJ), to provide repairs and maintenance for specialized heavy equipment and other fleet vehicles for Fulton County. Effective dates: January 1, 2024, through December 31, 2024. **(HELD ON 12/6/23)**

23-0951 **Information Technology**

Request approval of a statewide contract - Information Technology, SWC98000-MNS1-0000001102 GTA, Telecommunication Services, in an amount not to exceed $3,250,000.00 with AT&T Corporation, (Atlanta, GA) to provide telecommunication services and products countywide. Effective dates: January 1, 2024, through June 30, 2024.

23-0952 **Information Technology**

Request approval to utilize cooperative purchasing - Information Technology, City of Atlanta, SP-S/DAIM/2210-1230127, On-Call IT Services, in an amount not to exceed $750,000.00 with uWork.com, Inc. d/b/a Covendis Technologies, Inc., (Atlanta, GA) to provide support for IT services and operation. Effective January 1, 2024, through August 11, 2024.

23-0953 **External Affairs**

Request approval of a recommended proposal - External Affairs, 23RFP139170A-CJC, Communication and Engagement Services with AVA Top Right, LLC (Atlanta, GA), in an amount not to exceed $407,875.00 to provide communication and engagement support services effective January 1, 2024, through December 31, 2024, with three renewal options.

23-0899 **Real Estate and Asset Management**

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 23ITB138287C-JNJ, Asphalt/Concrete Pavement Maintenance and Repair Services in an amount not to exceed $200,000.00 with Complete Contracting Partners, LLC, (Austell, GA) to provide asphalt/concrete pavement maintenance and repair services on an “as needed” basis for Fulton County. Effective dates: January 1, 2024, through December 31, 2024, with two renewal options. **(HELD ON 12/6/23)**

23-0954 **Real Estate and Asset Management**

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 23ITB138872C-JNJ, Towing and Wrecker Services for County Fleet in an amount not to exceed $60,000.00, with CSS Transportation LLC (Smyrna, GA), to provide towing and wrecker services for the County fleet. Effective dates: January 1, 2024, through December 31, 2024, with two renewal options.

Health and Human Services

23-0900 **Public Works**

Request approval of the lowest responsible bidder - Department of Public Works, 23ITB08232023A-JWT, Emergency Sewage Cleanup Services in the amount of $101,349.40 with Above All Cleaning & Restoration, LLC (Tucker, GA), to provide emergency sewage cleanup services. Effective dates: January 1, 2024, through December 31, 2024, with two renewal options. **(HELD ON 12/6/23)**

23-0955 **Public Works**

Request approval of the lowest responsible bidder - Department of Public Works, 23ITB08142023A-JWT, Large Water Meter Installation, in an amount not to exceed $500,000.00, with Jewel of the South (Conyers, GA), to provide large water meter installation services. Effective dates: January 1, 2024, through December 31, 2024, with two renewal options.

23-0956 **Public Works**

Request approval of the lowest responsible bidder - Department Public Works, 23ITBC100523A-KM, Water Meters in an amount not to exceed $1,500,000.00 with Delta Municipal Supply Company (Braselton, GA) to provide water meters. Effective January 1, 2024, through December 31, 2024, with two renewal options.

23-0957 **Community Development**

Request approval of a contract between Fulton County and Atlanta Partners for Education in the amount of $250,000.00 to support three critical priorities supporting efforts around Atlanta Public School's 150th anniversary-whole child intervention, college and career readiness, and signature district-wide events. Funds are essential for continuing work during this milestone year and will allow Atlanta Public Schools to scale beyond 2023. The term of this Contract shall be upon BOC approval through December 31, 2023.

23-0958 **Public Works**

Request approval to adopt the Model Adoption Resolution and the local amendment to the Georgia State Minimum Standard Plumbing Code for water efficiency pursuant to O.C.G.A. § 8-2-25(c)(1).

23-0959 **Senior Services**

Request approval of a statewide contract - Department of Senior Services, SWC99999-SPD0000136-003A, Temporary Staffing Services in an amount not to exceed $116,270.06 with New World Employment (Tucker, GA), to provide staffing services to support the operation of the Department of Senior Services facilities. Effective dates: January 1, 2024, through June 30, 2024.

23-0960 **Senior Services**

Request approval to amend and renew a memorandum of understanding with Friends of the Harriett G. Darnell Senior Multipurpose Facility, Inc. and Friends of Mills, Inc., non-profit organizations which support multipurpose and adult day programming through fundraising efforts; authorize the Chairman or any other duly authorized official to execute the amended memoranda of understanding; and authorize the County Attorney to approve the amended memoranda as to form and make any necessary modifications thereto prior to execution.

Justice and Safety

23-0902 **County Manager**

Request approval to increase the spending authority - Office of County Manager, Project ORCA Program Support with Ankobia Group, LLC (Atlanta, GA) in an amount not to exceed $175,000.00 to provide program support services for the County Court Backlog Reduction Plan (Project ORCA) in an effort to address the significant backlog of court cases due to Coronavirus (COVID-19). Effective dates: January 1, 2024, through June 30, 2024. **(HELD ON 12/6/23)**

23-0961 **Sheriff**

Request approval to re-program the use of unspent emergency capital funding in the amount of $1,362,563.00. This funding is in the Fulton County Sheriff's Office capital fund budget. The FCSO proposes to utilize $595,032.45 of the funds for Brown & Root Industrial Services ($585,032.45) and Khafra Engineering Consultants Inc ($10,000.00) for the Staff Toilet Upgrades at the South Annex Jail. The restrooms at the South Annex Jail meet ADA requirements to moving back in. This leaves a total of $767,530.55 to be re-programmed.

23-0962 **Sheriff**

Request approval to re-program the use of unspent capital funding in the amount of $1,362,563.00. This funding is in the Fulton County Sheriff's Office capital fund budget. The FCSO proposes to utilize $718,371.83 of the funds to Johnson Controls, Inc for the required Surveillance Enhancements at the South Annex Jail. This leaves a total of $49,158.72 to be re-programmed.

23-0963 **Superior Court Administration**

Request approval to increase the spending authority - Superior Court Administration, 18RFP090618A-CJC, Jury Management System in an amount not to exceed $151,000.00 with Catalis Courts and Land Records (ICON), for increased printing and mailing of juror summons due to the volume of high-profile and RICO trials. This increase will be used to close out the current contract. Effective upon BOC approval.

COMMISSIONERS' ACTION ITEMS

23-0964 **Board of Commissioners**

Request approval of a Resolution by the Fulton County Board of Commissioners directing an external review of the Board of Ethics; and for other purposes. **(Arrington)**

23-0965 **Board of Commissioners**

Request approval of a Resolution by the Fulton County Board of Commissioners to revoke every action taken by the Fulton County Board of Ethics from January 1, 2014, through December 20, 2023; and for other purposes. **(Arrington)**

23-0966 **Board of Commissioners**

Request approval of an Ordinance to amend Chapter 2 (Administration), Article II (Officers and Employees), Division 2 (Code of Ethics) of the Fulton County Code to disband the Board of Ethics and to replace it with a slate of Ethics Hearing Officers; and for other purposes. **(Arrington)**

23-0915 **Board of Commissioners**

Request approval of a Resolution by the Fulton County Board of Commissioners to dissolve the Housing Authority of Fulton County; and for other purposes. **(Arrington) (HELD ON 12/6/23)**

23-0967 **Board of Commissioners**

Request approval of a Resolution to redirect funds from the budget of the Magistrate Court to the Superior Court; to seek expedited legislation to expand the role of Judicial Officers in providing support to the Fulton County Superior Court; to seek expedited legislation to provide that the Chief Magistrate Judge of Fulton County be appointed rather than elected; and for other purposes. **(Barrett/Ellis)**

Commissioners' Full Board Appointments

23-0968 **Board of Commissioners**
BOARD OF ETHICS

Each member selected after the initial terms of office have expired shall serve a term of three (3) years or until the termination of his or her membership in the organization from which he or she was selected. The chair shall serve as chair for the remainder of the calendar year and until a successor is chosen. (See Fulton County Code of Laws, Section 2-80).

Term = 3 years

Term below expired: 2/12/2023
Daraka Satcher **(Gate City Bar Association)**

The Gate City Bar Association has recommended Daraka Satcher for a Full Board reappointment to a term ending February 12, 2026.

COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS

23-0836 **Board of Commissioners**
Discussion: Update of activities of the City of Atlanta and Fulton County Recreation Authority (AFCRA). **(Arrington) (HELD ON 11/15/23 AND 12/6/23)**

23-0969 **Board of Commissioners**
Discussion: Election Update **(Thorne)**

EXECUTIVE SESSION

23-0970 **Board of Commissioners**
Executive **(CLOSED)** Sessions regarding litigation **(County Attorney)**, real estate **(County Manager)**, and personnel **(Pitts)**.

ADJOURNMENT

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0918 **Meeting Date:** 12/20/2023

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

Proclamation recognizing “Bernice Johnson Appreciation Day.” **(Hall)**
December 2, 2023

Proclamation recognizing “She Leads America Appreciation Day.” **(Thorne)**
December 5, 2023

Proclamation recognizing “Ballethnic 30th Anniversary Appreciation Day.” **(Hall)**
December 8, 2023

Proclamation recognizing “21 Savage Appreciation Day.” **(Hall)**
December 8, 2023

Proclamation recognizing “Ambassador Andrew Young Appreciation Day.” **(Hall)**
December 8, 2023

Proclamation recognizing “Alvin R. Dollar Remembrance Day.” **(Abdur-Rahman/Hall/BOC)**
December 9, 2023

Proclamation recognizing “Mary Martin Appreciation Day.” **(Hall)**
December 9, 2023

Proclamation recognizing “Greg Pridgeon, Sr. Appreciation Day.” **(Hall)**
December 9, 2023

Proclamation recognizing “Roderick Edmond Appreciation Day.” **(Hall)**
December 9, 2023

Proclamation recognizing “Renee Knorr Appreciation Day.” **(Hall)**
December 9, 2023

Proclamation recognizing “Sharon Ringo Appreciation Day.” **(Hall)**
December 9, 2023

Proclamation recognizing “Devyne Stephens Appreciation Day.” **(Hall)**

December 9, 2023

Proclamation recognizing “Glenn Lundy Appreciation Day.” **(Hall)**
December 9, 2023

Proclamation recognizing “Kevin Willis Appreciation Day.” **(Hall)**
December 9, 2023

Proclamation recognizing “Dr. Janie Lacy Appreciation Day.” **(Hall)**
December 9, 2023

Proclamation recognizing “Gilbert Young Appreciation Day.” **(Hall)**
December 9, 2023

Proclamation recognizing “Marie Diamond Appreciation Day.” **(Hall)**
December 9, 2023

Proclamation recognizing “Sarah Blakely Appreciation Day.” **(Hall)**
December 9, 2023

Proclamation recognizing “Queen Naomi Achu Appreciation Day.” **(Hall)**
December 9, 2023

Proclamation recognizing “King Honorable Majesty King Muja’Dib Jamel El’Oser-Sori Appreciation Day.” **(Hall)**
December 9, 2023

Proclamation recognizing “High Praise Deliverance Ministries Appreciation Day.” **(Pitts)**
December 10, 2023

Proclamation recognizing “Gurwant Ohbi Appreciation Day.” **(BOC)**
December 14, 2023

Proclamation recognizing “Bobby Leo Olive, Sr. Remembrance Day.” **(Arrington)**
December 15, 2023

Proclamation recognizing “Eagle Scout Jack Maloney Appreciation Day.” **(Thorne)**
December 16, 2023

Proclamation recognizing “Eagle Scout Saketh Podduturi Appreciation Day.” **(Thorne)**
December 16, 2023

Proclamation recognizing “Kendall Minter Remembrance Day.” **(Arrington)**
December 16, 2023

Proclamation recognizing “Randy and Irma Bell Appreciation Day.” **(Arrington)**
December 19, 2023

Proclamation recognizing “Mr. Everything Café Appreciation Day.” **(Hall)**
December 20, 2023

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0922 **Meeting Date:** 12/20/2023

Department
Information Technology

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew an existing contract - Department of Information Technology, 21ITB0929B -EC, W-2, 1099, and Affordable Care Act Filing, Processing, Printing, and Mailing Services, in an amount not to exceed $40,000.00 with National Payment Corporation (Tampa, FL) to provide a system to process, print, fold, and mail W-2 forms, 1099-Misc forms, 1099-R forms and Affordable Care Act (ACA) forms for employees, poll workers, retirees and vendors of Fulton County. This action exercises the second of three renewal options. One renewal option remains. If approved, this contract will be effective January 1, 2024, through December 31, 2024.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-394(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)*
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?
Yes

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

Scope of Work: Click or tap here to enter text.
The Fulton County Information Services Department recommends the approval of the contract to

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

Community Impact: There are no community issues/ concerns.

Department Recommendation:

The Information Technology Department recommends approval of renewal.

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

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

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

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0999	12/15/2021	$40,000.00
1st Renewal	22-0839	11/16/2022	$40,000.00
2nd Renewal			$40,000.00
Total Revised Amount			$120,000.00

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

Contract Value: **$40,000.00**

Prime Vendor: **National Payment Corporation**
Prime Status: **Non-Minority**
Location: **Tampa, FL**
County: **Hillsboro County**
Prime Value: **$40,000.00 or 100.00%**

Total Contract Value: **$40,000.00 or 100.00%**
Total Certified Value: **$0.00**

Exhibits Attached

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

Contact Information

Agenda Item No.: 23-0922 **Meeting Date:** 12/20/2023

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$40,000.00
Previous Adjustments:	$40,000.00
This Request:	$40,000.00
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:

100-220-2202-1459: General, Information Technology, Printing - $40,000.00 (Pending BOC approval of FY2024 Budget)

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

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?
Yes

Agenda Item No.: 23-0922 **Meeting Date:** 12/20/2023

Report Period Start:
7/1/2023

Report Period End:
9/30/2023

Performance Evaluation Details

ID	E5
Project	W-2, 1099, and Affordable Care Act Filing, Processing, Printing, and Mailing Ser
Project Number	21ITB0929B-EC
Supplier	National Payment Corporation
Supplier Project Contact	Mark Williams (preferred language: English)
Performance Program	Professional Services
Evaluation Period	07/01/2023 to 09/30/2023
Effective Date	10/09/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	10/09/2023 12:29 PM EDT
Completion Date	10/09/2023 12:29 PM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT **17/20**

Rating

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

Comments *Not Specified*

SCHEDULE **17/20**

Rating

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

Comments *Not Specified*

QUALITY OF DESIGN, REPORTS AND DELIVERABLES **17/20**

Rating

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

Comments *Not Specified*

COMMUNICATIONS AND CO-OPERATION **17/20**

Rating

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

Comments *Not Specified*

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS **17/20**

Rating

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

Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*

Contract Renewal Evaluation Form

Date:	**November 8, 2023**
Department:	INFORMATION TECHNOLOGY
Contract Number:	21ITB0929B-EC
Contract Title:	W-2, 1099, and Affordable Care Act Filing, Processing, Printing, and Mailing Services

Instructions:

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

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

   ☐ **Internet search of pricing for same product or service:**

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

Explanation / Notes:

We had in the past had issued a competitive bid and established that the vendor was the only one that could deliver the entire scope of service at a competitive rate.

☐ **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?**

   $40,000.00

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:	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.**

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

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

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

Donald V. Sequeira	November 9, 2023
Prepared by	**Date**
Click here to enter text.	Click here to enter a date.
Department Head	**Date**

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Information Technology

BID/RFP# NUMBER: 21ITB0929B-EC

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

ORIGINAL APPROVAL DATE: December 15, 2021

RENEWAL EFFECTIVE DATES: 1/1/2024 – 12/31/2024

RENEWAL OPTION #: 2 OF 3

NUMBER OF RENEWAL OPTIONS: 3

RENEWAL AMOUNT: $ 40,000

COMPANY'S NAME: National Payment Corporation

ADDRESS: 3415 West Cypress Street

CITY: Tampa

STATE: Florida

ZIP: 33607

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

_____

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

_____

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

_____

Kevin Kerrigan, CIO
Information Technology

NATIONAL PAYMENT CORPORATION

_____

Steve Pereira
General Manager

ATTEST:

_____

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

_____

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0923 **Meeting Date:** 12/20/2023

Department
Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
No action is requested. This reporting is being provided to meet the quarterly reporting requirement for monetary transfers amount budget funds per Board Resolution #09-1262.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Board Resolution #09-1262

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
This reporting is being provided to meet the quarterly reporting requirement for monetary transfers among budget funds per Board Resolution #09-1262. The General Fund had no Intra Fund Borrowings outstanding from any other County Fund as of September 30, 2023. An Intra Fund borrowing occurs when the general fund balance goes negative utilizing a positive excess cash position from another fund at the County to cover operating cash flow needs. These borrowings are then tracked daily, interest is imputed daily, and principal and interest are paid back before the close of the fiscal year.

See attached reporting of all funds that had negative cash position as of 09-30-2023 and had a borrowing position from the County's general fund.

Agenda Item No.: 23-0923 **Meeting Date:** 12/20/2023

Scope of Work: NA

Community Impact: NA

Department Recommendation: NA

Project Implications: NA

Community Issues/Concerns: NA

Department Issues/Concerns: NA

INTEROFFICE MEMORANDUM

FULTON COUNTY

TO: Board of Commissioners

THROUGH: Dick Anderson, County Manager
Sharon Whitmore, CFO

FROM: Hakeem Oshikoya, Finance Director

DATE: November 9, 2023

SUBJECT: Intra Fund Borrowings

The General Fund had no Intra Fund Borrowings outstanding with any other County Fund as of September 30, 2023. An Intra Fund Borrowing occurs when the General Fund balance goes negative, utilizing a positive excess cash position from another fund, at the County to cover operating cash flow needs.

The below represents all funds that had negative cash positions as of 09/30/2023 and had a borrowing position from the County's General Fund.

09-30-2023 Negative Cash Positions

Atl/Fulton Water Resource Comm #431*	(1,318,893.55)
FEMA #447[1]	0.00
Grants #461*	(7,243,167.23)
FCURA-2020 Facility Bond #534*	(101,573.48)
Total intra-fund borrowings from General Fund & other funds	(8,663,634.26)

*These funds are pending routine reimbursements.

[1] $29.4M has been expended, $21.5M has been received and $7.9M remains as a receivable.

Hakeem Oshikoya
Finance Director

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0924 **Meeting Date:** 12/20/2023

Department
Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Ratification of November 2023 Grants Activity Report.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Grants Policy A(10): All grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners' Regular or Recess meetings. The Board of Commissioners shall utilize the Grants Activity Report to ratify the submission of all grant applications and acceptance of all grant funding.

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

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

Is this a purchasing item?
No

Summary & Background

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

Fulton County departments report the following grants activity:

- Applications Submitted/Pending: ___5__($1,055,894.00+ $0 Cash Match)

- Applications Awarded: __3__ ($54,707.50 + $24,000.000 Cash Match)

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

- Justice and Safety
- Arts and Libraries

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

- Total Applications Submitted/Pending: __60_ ($38,307,465.37.87 + $1,956,855.22 Cash Match)
- Total Applications Awarded: __32_ ($8,805,590.85 + $714,594.40 Cash Match)
- Total Grant Applications Denied: _0__ ($0.00 + No Cash Match)

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

FULTON COUNTY FY2023
GRANTS ACTIVITY REPORT
November 2023

Presented to:
Fulton County Board of Commissioners
Wednesday, December 20, 2023
Recess Meeting

Provided by: Fulton County Finance Department, Grants Administration Division

Exhibit 1: Board Grants Ratification Summary

Grants Submitted and/or Awarded

November 1, 2023 - November 30, 2023

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

EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY

Fulton County FY2023 November Grants Activity Report

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

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

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status	Previous Award from Grantor
JUSTICE AND SAFETY							
District Attorney	Criminal Justice Coordinating Council	S.T.O.P Violence Against Women Act - Court Programs	Request approval to apply and accept a new grant from the Criminal Justice Coordinating Council in the amount of $175,000.00 to support the Victims of Violence Court Program. The funding will pay salary and benefits for one (1) Project Manager and a consultant, who will develop a plan and provide a feasibility study for the Domestic Violence Court and Family Justice Center. The grant period is January 1, 2024 through December 31, 2024. No County Cash Match	$ 175,000.00	$ -	Pending	N/A
District Attorney	Criminal Justice Coordinating Council	S.T.O.P Violence Against Women Act - Court Programs	Request approval to apply and accept a new grant from the Criminal Justice Coordinating Council in the amount of $150,000.00 to support Victims of Violence Court Program. The funds will pay for salaries and benefits for two (2) Victim Witness Advocates., who will support victims through the pre and post indictment process by navigating them through the criminal justice process. The grant period is January 1, 2024 through December 31, 2024. No County Cash Match	$ 150,000.00	$ -	Pending	N/A
District Attorney	U.S Department of Justice Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)	Alcohol, Tabaco, Firearms and Explosives (ATF) Taskforce	Request approval to accept a Memorandum of Understanding between the U.S. Department of Justice Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and Fulton County District Attorney Office in the amount of $20,707.50. The grant will be used to cover overtime reimbursement for staff that participates on the Alcohol, Tobacco, Firearms and Explosives (ATF) Taskforce. This is a $2,962.50 increase for this year MOU amount. No County Cash Match	$ 20,707.50	$ -	Awarded	$ 17,745.00
Juvenile Court	U.S. Department of Justice-Office of Justice Programs	Building Local Continuums of Care to Support Youth Success	Request approval to apply and accept a new grant in the amount of $425,000.00 from U.S. Department of Justice-Office of Justice Programs. Funding will be used for research and to assess promising and evidence-based prevention and intervention services information. This data will be used for the development of a local community-based continuum of care to support youth success. The local continuum of care will be used to support teens who are at risk of becoming or already involved in the juvenile justice system. The grant period is January 1, 2024 through July 1, 2025. No County Cash Match	$ 425,000.00	$ -	Pending	N/A
Sheriff	U.S. Department of Justice-Office of Justice Programs	Justice Reinvestment Initiative National Training & Technical Assistance	Request approval to apply and accept a new grant in the amount of $231,894.00 from U.S. Department of Justice-Office of Justice Programs. The funding will pay for salaries and benefits for one (1) Management Program Analyst III and one (1) Inmate Advocate staff. This funding will allow for training and technical assistance for the justice reinvestment site-based initiatives such as Fulton County Sheriff's Office Inmate Advocacy Unit, which helps inmates at the Fulton County Jail to navigate through the Fulton County Court System. No County Cash Match	$ 231,894.00	$ -	Pending	N/A
Solicitor	University of Georgia - School of Public and International Affairs	Solicitor General's Bulldog Internship Program	Request approval to accept a repeat grant from the University of Georgia in the amount of $24,000.00. Funding will be used to reimburse interns, who will be selected to participate in the Solicitor General's Bulldog Internship Program. Interns will be engaged to complete projects related to law, government, and public policy. Interns will earn $16.00 per hour, up to 240 hours for a maximum reimbursement of $3,840.00 per intern. A required cash match of $24,000.00 is available in the department's budget. The grant period is January 1, 2024 through July 31, 2024. County Cash Match: $24,000.00	$ 24,000.00	$ 24,000.00	Awarded	$24,000.00
			Subtotal:	**$ 1,026,601.50**	**$ 24,000.00**		
HEALTH AND HUMAN SERVICES							
ARTS AND LIBRARIES							

EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY

Fulton County FY2023 November Grants Activity Report

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

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

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status	Previous Award from Grantor
Library	Best Buy Foundation	College and Career Readiness Program	Request approval to apply and accept a new grant from the Best Buy Foundation in the amount of $74,000.00. The funding will pay for the salary and benefits for one (1) fulltime staff member and funding for 6 interns, who will be working within the Library's College and Career Readiness Program for participating Fulton County teens aged 16-19. The grant is effective May 1, 2024 through April 30th, 2025. No County Cash Match	$ 74,000.00	$ -	Pending	N/A
Library	Best Buy Foundation	Fulton County Library System-Best Buy Teen Technical Center	Request approval to accept a new grant from the Best Buy Foundation in the amount of $10,0000.00. The funds will be used to repair and replace technical equipment previously purchased for Library's Best Buy Teen Technical Center. No County Cash Match	$10,000.00	$ -	Awarded	N/A
			Subtotal:	**$ 84,000.00**	**$ -**		
INFRASTRUCTURE AND ECONOMIC DEVELOPMENT							
OPEN AND RESPONSIBLE GOVERNMENT							
REGIONAL LEADERSHIP							
			TOTAL:	**$ 1,110,601.50**	**$ 24,000.00**		

FULTON COUNTY

Exhibit 2: All Grants Activity

Cumulative Through November 30, 2023

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

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

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

ALL GRANTS ACTIVITY

^All Grants	Prior Period Grants	Prior Period Funds	Current Period Grants: 11/1/2023-11/30/2023	Current Period Funds: 11/1/2023-11/30/2023	Cumulative Total Grants	Cumulative Total Funds
Grants Pending^	55	$ 37,230,863.87	**5**	$ 1,055,894.00	60	$ 38,286,757.87
Grants Awarded	**29**	**$ 8,750,883.35**	**3**	**$ 54,707.50**	**32**	**$ 8,805,590.85**
Grants Denied	0		0	$ -	0	$ -
Cash Match Requested-2023	-	$ 2,647,449.62	-	$ 24,000.00	-	$ 2,671,449.62
Total:	**84**	**$ 48,629,196.84**	**8**	**$ 1,134,601.50**	**92**	**$ 49,763,798.34**

ALL GRANTS AWARDED, NEW VS. RENEWAL

All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 11/1/2023-11/30/2023	Current Period Funds: 11/1/2023-11/30/2023	Cumulative Total Grants	Cumulative Total Funds
New Grant Awards	8	$ 3,827,541.80	1	$ 10,000.00	9	$ 3,837,541.80
Renewal/Repeat Grant Awards	21	$ 4,923,341.55	2	$ 44,707.50	23	$ 4,968,049.05
Total:	**29**	**$ 8,750,883.35**	**3**	**$ 54,707.50**	**32**	**$ 8,805,590.85**

ALL GRANTS AWARDED, COMPETITIVE VS. FORMULA

All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 11/1/2023-11/30/2023	Current Period Funds: 11/1/2023-11/30/2023	Cumulative Total Grants	Cumulative Total Funds
Competitive Grant Awards	10	$ 3,984,411.00	2	$ 44,707.50	12	$ 4,029,118.50
Formula Grant Awards^^	19	$ 4,766,472.35	1	$ 10,000.00	20	$ 4,776,472.35
Total:	**29**	**$ 8,750,883.35**	**3**	**$ 54,707.50**	**32**	**$ 8,805,590.85**

^Includes 5 grants that were pending at the end of 2022 and carried over for tracking in 2023.
^^Formula grant awards include non-competitive grants and allocations.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0925 **Meeting Date:** 12/20/2023

Department
Library

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution of the Board of Commissioners to accept a grant, donation, or gift from the Atlanta Fulton Library Foundation (Foundation) in an amount not to exceed $13,140.00 for the license fees and up to twelve participant scholarships for attendance of the Smart Horizons Career Online High School (SHCOE), and to approve the agreement between Fulton County on behalf of its Library System, the Foundation, and SHCOE, as it may be amended by the County Attorney as to legal form, for Library patrons to attend an online high school from which students receive both career-based online high school diplomas and a workforce certificate.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Pursuant to Fulton County Code § 1-117, the Board of Commissioners has exclusive jurisdiction and control over directing and controlling all property of the County.

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
Approving this action will authorize Fulton County to accept a monetary donation from the Atlanta Fulton Public Library Foundation for the payment of the license and use of the Smart Horizons career online high school course material, online instructors, course hosting, evaluation and other purposes.

Scope of Work: The Atlanta Fulton Public Library Foundation will pay the license fee in an amount not to exceed $13,140. This payment will allow up to 12 scholarships for qualifying patrons who register with the program. The Smart Horizons Career online high school allows patrons to attend classes in several concentrated areas in order to obtain their high school diploma and/or workforce certificate. The program will remain available through the term of the license for those who qualify. This Scholarship provides a student the opportunity to earn a Cognia/Sacs/NCA/NWAC accredited high school diploma designed to prepare them for jobs or future post-secondary education. Once a scholarship is awarded, a student has eighteen (18) months to complete the course work. If a student does not begin the coursework within thirty (30) calendar days of being awarded a scholarship or if the student withdraws from the program within the thirty (30) calendar days, the scholarship may be awarded to another student. Students will be assigned an academic coach that they may contact, as needed, for assistance and advice regarding the COHS program. The academic coach will monitor student progress and recommend and arrange for one-on-one tutoring when necessary. Students may also request tutoring if desired. Student access to their courses, grades, and progress towards their accredited high school diploma is accessible twenty-four (24) hours a day / seven (7) days per week.

Community Impact: There is no community impact.

Department Recommendation: The department recommends approval of this item.

Project Implications: There are no project implications

Community Issues/Concerns: There are no community concerns.

Department Issues/Concerns: There are no departmental Issues.

Fiscal Impact / Funding Source

Funding Line 1:

n/a

Quote

smarthorizons
CAREER ONLINE EDUCATION

Date	Quote #
10/25/2022	2022-104

Name / Address
Atlanta-Fulton Public Library Foundation Attn: Brazos Price (404)697-3796

Description	Qty	Rate	Total
Thank you for the opportunity to provide a quote. We are pleased to quote as follows:			
COHS Tuition Scholarship This Scholarship provides a student the opportunity to earn an Cognia/Sacs/NCA/NWAC accredited high school diploma designed to prepare them for jobs or future post-secondary education. Once a scholarship is awarded, a student has eighteen (18) months to complete the course work. If a student does not begin the coursework within thirty (30) calendar days of being awarded a scholarship or if the student withdraws from the program within the thirty (30) calendar days, the scholarship may be awarded to another student. Students will be assigned an academic coach that they may contact, as needed, for assistance and advice regarding the COHS program. The academic coach will monitor student progress and recommend and arrange for one-on-one tutoring when necessary. Students may also request tutoring if desired. Student access to their courses, grades, and progress towards their accredited high school diploma is accessible twenty-four (24) hours a day / seven (7) days per week.	12	$1,095	$13,140
Thank you for the opportunity to change lives!	**Total**		$13,140

A RESOLUTION AUTHORIZING FULTON COUNTY, GEORGIA TO ACCEPT A GRANT, DONATION, OR GIFT TO THE FULTON COUNTY LIBRARY SYSTEM IN AN AMOUNT NOT TO EXCEED $13,140.00 FROM THE ATLANTA FULTON PUBLIC LIBRARY FOUNDATION FOR THE LICENSE AND USE OF THE SMART HORIZONS CAREER ONLINE HIGH SCHOOL COURSE MATERIALS, ONLINE INSTRUCTORS, COURSE HOSTING AND EVALUATION; TO APPROVE AN AGREEMENT FOR SUCH PROGRAM; AND FOR OTHER PURPOSES.

WHEREAS, the Fulton County Library System ("FCLS") provides benefits to the citizens of Fulton County through its diverse resources and programming across its thirty-five branches, which serve many of Fulton County neighborhoods; and

WHEREAS, the provision of free educational materials for patrons is of the utmost importance for the enrichment and betterment of the community; and

WHEREAS, the Atlanta Fulton Public Library Foundation is dedicated to the support of the FCLS and its patrons and seeks to provide resources to the FCLS to enhance its excellence as a public library system; and

WHEREAS, the Atlanta Fulton Public Library Foundation desires to donate the resources to FCLS to enable FCLS to obtain a license and authority to use the Smart Horizons Career Online High School course materials, online instructors, course hosting and evaluation for the benefit of the public, and to provide payment for up to 12 scholarships for qualifying patrons who register with the program; and

WHEREAS, the Smart Horizons Career Online High School allows qualifying patrons to attend classes in in the areas of Language Arts, Mathematics, Science, Social Studies and Career Certificate Electives and to obtain their high school diplomas and work force certificates; and

WHEREAS, the program will remain available through the term of the license for additional patrons who qualify for the program and pay the program fees; and

WHEREAS, pursuant to Fulton County Code § 1-117, the Fulton County Board of Commissioners has exclusive jurisdiction and control over all property of the County and to exercise such other powers as are indispensable to their jurisdiction over County matters and County finances; and

WHEREAS, the Board of Commissioners desires to formally recognize and accept this grant, donation, or gift which will enrich the FCLS and its patrons.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Fulton County hereby ratifies and accepts the donation from the Atlanta Fulton Public Library Foundation to Fulton County for the benefit of the Fulton County Library System of the license fees and the program scholarship fees up to the amount of $13,140.00; and

BE IT FURTHER RESOLVED, that the Board of Commissioners hereby approves the agreement included herewith, as the same may be modified as to legal form by the County Attorney, which is required to facilitate the final acceptance of such grant, donation, or gift and the institution of the program created and enhanced through the donation.

BE IT FINALLY RESOLVED that this Resolution shall become effective upon its adoption, and 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 ____ day of _____, 2023.

FULTON COUNTY BOARD OF COMMISSIONERS

_____

Robert L. Pitts, Chairman

ATTEST:

_____
Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____
Office of the County Attorney

AGREEMENT TO OFFER
CAREER ONLINE HIGH SCHOOL

THIS AGREEMENT TO OFFER CAREER ONLINE HIGH SCHOOL (the "Agreement") is entered into, as of _____ **2023** (the "Effective Date"), by and among Smart Horizons Career Online High School, LLC, d/b/a Smart Horizons Career Online Education ("SHCOE"), which is a Florida limited liability company with an address of 25 E Nine One Half Mile Road, Pensacola, FL 32534, and FULTON COUNTY on behalf of the Fulton County Library System ("Library") and the Atlanta Fulton Public Library Foundation ("Foundation").

RECITALS:

WHEREAS, SHCOE has been awarded Cognia (formerly AdvancED) District Accreditation, Cognia being the unified organization of the North Central Association Commission on Accreditation and School Improvement (NCA CASI), the Southern Association of Colleges and Schools Council on Accreditation and School Improvement (SACS CASI), and the Northwest Accreditation Commissions (NWAC) as approved by the Cognia (formerly AdvancED/SACS commission) in February 2011, SHCOE is the world's first online Cognia accredited school district and is positioned to provide accredited online education programs to students seeking high school diplomas and career certificates;

WHEREAS, SHCOE operates Career Online High School ("COHS"), an online high school from which students receive both a career-based online high school diploma and a workforce certificate;

WHEREAS, Library is interested in offering COHS to Library patrons ("Students") and the Foundation is interested in funding the purchase of the license and 12 scholarships for eligible patrons; and

WHEREAS, SHCOE is willing to provide COHS to Library for Students on the terms and conditions hereinafter contained,

NOW, THEREFORE, the parties agree as follows:

1. **Offer.** At Library's request, SHCOE shall make available to Library, to offer to Students, the Services more particularly described in Exhibit A attached hereto and made part hereof.

2. **Price and Payment**. The current price Foundation shall pay for COHS shall be as provided on Exhibit A and shall be subject to the payment terms set forth in Exhibit A attached hereto and made a part hereof. Prices are subject to change upon one hundred twenty (120) days' notice.

3. **Costs**. SHCOE shall be responsible for the costs incurred for producing and delivering COHS via the Internet. Foundation and/or Students shall be responsible for any costs incurred for the purpose of receiving COHS, including, but not limited to, the costs for hardware, software, Internet access and telephone charges.

4. **Ownership of Intellectual Property**. SHCOE shall retain all title, copyright, trade secrets, patents, trademarks and other proprietary rights in COHS and all modifications, enhancements and other works derivative thereof. Library or Foundation shall not acquire any rights, expressed or implied, in COHS or modifications, enhancements or works derivative thereof, other than those rights identified in this Agreement. SHCOE shall retain all right, title and interest to all trademarks, trade names and logos used by SHCOE in association with COHS. Library or Foundation shall not claim or receive any ownership rights to COHS or such trademarks, trade names or logos. Neither COHS nor any portion thereof, may be reproduced, duplicated, copied, sold, resold or otherwise exploited for any commercial purpose without the prior written consent of SHCOE.

5. **Library Trademarks**. Library agrees that, during the term of this Agreement, SHCOE may include Library in SHCOE's Library listings and may place Library's name and logo, if requested, on SHCOE's Online Web site and in collateral marketing materials relating to SHCOE's products and services. Library hereby grants SHCOE the right to use Library's trademarks (name and logo only) designated by Library for such uses, subject to Library's trademark/logo usage guidelines, if any, provided by Library to SHCOE.

6. **SHCOE Trademarks.** SHCOE hereby grants Library and Foundation permission to use SHCOE's name and qualifications, for Library to use in advertising or promoting COHS. SHCOE agrees that, during the term of this Agreement, Library and Foundation may include SHCOE in Library listings and in collateral marketing materials relating to Library's products and services. SHCOE hereby grants Library and Foundation the right to use SHCOE's trademarks (name and logo only) designated by SHCOE for such uses, subject to SHCOE's trademark/logo usage guidelines, if any,

provided by SHCOE to Library and Foundation. Library and Foundation shall obtain the prior written consent of SHCOE before each use of SHCOE's information for advertising or promotion. SHCOE reserves the right to terminate any such use upon ten (10) days written notice to Library and Foundation.

7. **Marketing Support**. SHCOE shall provide Library and Foundation with digital marketing materials and assistance to promote COHS as determined by SHCOE.

8. **Marketing Requirements.** Library shall promote COHS on Library's website including, at a minimum, a link to COHS and student enrollment. Library shall prominently list COHS on Library's website.

9. **Taxes**. Foundation shall be responsible for paying applicable federal, state, local and other taxes, if any, applicable to this Agreement.

10. **Term and Termination**. This Agreement shall commence upon the Effective Date and shall terminate on the 31st day of December of 2023 with the option to renew for five (5) annual terms of January 1 through December 31st with a final term ending December 31, 2028. Any party may terminate this entire Agreement upon thirty (30) days' prior written notice to the other parties. Termination does not require a refund of any amounts received by SHCOE for COHS enrollments previously provided under this Agreement. Upon the expiration or termination of this Agreement, Library and Foundation shall cease all marketing of COHS and return to SHCOE all print materials, software, passwords, code and other information supplied by SHCOE, or a third party, in connection with COHS or this Agreement.

11. **Cancellation**. SHCOE expressly reserves the right to cancel or modify, without prejudice, any course offered through COHS at any time.

12. **Confidentiality**. Each party acknowledges that, from time to time, each party may receive confidential and proprietary information of the other parties ("Confidential Information"). Each party agrees that, during the term of this Agreement and for a period of two (2) years after termination of this Agreement, it will take appropriate steps to protect the other parties' Confidential Information from unauthorized disclosure, and that it will not disclose the other parties' Confidential Information to any third party, and that it will not use any of the other parties' Confidential Information (other than as authorized by this Agreement) without the prior written consent of the other parties. As used herein, the term "Confidential Information" does not include information that (a) is or becomes generally available to the public other than as a result of disclosure by the recipient or anyone to whom the recipient transmits the information, (b) becomes available to the recipient on a non-confidential basis from a source other than the disclosing party who is not bound by a confidentiality agreement with the disclosing party, (c) was known to the recipient or in its possession prior to the date of disclosure by the disclosing party, (d) is furnished by the disclosing party to others with written permission to disclose, (e) is independently developed by the recipient without reference to the Confidential Information, or (f) is required to be disclosed by legal process or rule or regulation. Each party agrees to take all reasonable steps to ensure that the other parties' Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

13. **Assignment**. This Agreement shall be binding upon the heirs, executors, administrators and permitted assigns of each party, but no assignment by any party shall be binding on the other parties without the written consent of the others; provided, however, that SHCOE may assign this Agreement without the written consent of Library or Foundation to (i) an affiliate , or (ii) a successor to all or a substantial portion of the business(by way of a sale of assets or by merger, consolidation or otherwise).

14. **Independent Contractors.** The term "Library" as used herein shall be construed as figurative only and shall not imply or in any way suggest the existence or formation by this Agreement of a partnership, joint venture or any other relationship among the parties that imposes on any of them the legal duties or obligations of the other party. Each party hereto is an independent contractor, not an agent of the other party, and shall not have the ability to legally bind the other party.

15. **Limitation of Liability.** SHCOE shall not be liable for defects in transmission, connectivity, Internet, Internet service provider, interruptions, disruptions, or delays, including those which may be caused by regulatory or judicial authorities. Nor shall SHCOE be liable for viruses unless due to their negligent acts or omissions or their willful misconduct. IN NO EVENT SHALL ANY PARTY BE LIABLE IN ANY RESPECT, FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, ACTUAL, PUNITIVE DAMAGES, ARISING OUT OF THIS AGREEMENT OR ACTS OR OMISSIONS IN FULFILLING ITS OBLIGATIONS HEREUNDER.

16. **Non-Exclusivity.** This Agreement does not give Library or Foundation exclusivity to any rights or privileges granted under this Agreement.

17. **Force Majeure.** Except for the obligation to make payments hereunder, no party shall be in breach of this Agreement by reason of a cause beyond such party's control, including, but not limited to, earthquake, flood, fire, storm or other natural disaster, acts of God, war or armed conflict.

18. **Notices.** Any and all notices or other communications required or permitted by this Agreement or by law to be served on, given to or delivered to any Party hereto by any other Party shall be in writing and shall be deemed duly served, given or delivered when personally delivered, or in lieu of such personal delivery, when (a) three business days after mailing, return receipt requested, or (2) one business day after being sent via overnight mail, to the following addresses, or when delivered by email, when the recipient, by an email sent to the email address for the sender or by a notice delivered by another method in accordance with this section, acknowledges having received that email. An automatic "read receipt" does not constitute acknowledgement of an email for purposes of this section.

    To SHCOE:
    Smart Horizons Career Online Education
    Andra Spurlock, VP Finance & Contracts
    P.O. Box 368
    Lawton, OK 73502
    aspurlock@shcoe.org

    To Library:

    With a copy to:
    The Office of the Fulton County Attorney
    141 Pryor Street SW, Suite 4038
    Atlanta GA 30303

    To Foundation:

    Atlanta-Fulton Public Library Foundation
    One Margaret Mitchell Square
    Atlanta, GA 30303

    Any party may change the notice (either of person to be notified or address change) by serving notice at least 10 days in advance of the effective date of the change.

19. **Publicity**. Except as otherwise provided herein, no party may, without the other parties' prior written consent as to each use, publish any press release, advertising, sales literature or other publicity or statements relating to the existence or substance of this Agreement or the relationship among the parties created by this Agreement.

    Except as otherwise provided herein, no party shall use any of the names, service marks or trademarks of the other parties in any of its advertising or marketing materials.

20. **Governing Law**. This Agreement, the relations, rights and duties of the Parties among themselves and all matters pertaining to this Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of law principles.

21. . In the event any matter or dispute arises between the Parties to this Agreement with respect to the matters set forth herein, the parties first agree to submit the dispute to mediation before a certified mediator.

22. **Enforceability; Offset.** If any provision contained in this Agreement shall be determined to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of that provision in every other respect and the remaining provisions of this Agreement shall not be in any way impaired. Any amounts owed SHCOE by Foundation under this Agreement or otherwise may be offset against amounts owed by SHCOE to Foundation.

23. **Waivers and Amendments.** Any waiver of any term or condition of this Agreement, or any amendment or supplement to this Agreement, shall be effective only if in writing and signed by the parties. In the event of a conflict between a provision of an amendment to this Agreement and the body of this Agreement, the provision contained in the amendment shall prevail. A waiver of any breach or failure to enforce any terms or conditions of this Agreement shall not in any way affect, limit or waive any other term or provision or a party's rights under this Agreement at any time to enforce strict compliance thereafter with every term or condition of this Agreement.

24. **Entire Agreement.** This Agreement, including any addenda and exhibits attached hereto and made a part hereof, comprises the entire agreement and understanding of the parties regarding the subject matter hereof and supersedes any and all prior and contemporaneous agreements and understanding, whether oral or written, among the parties regarding such subject matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by either party, or by anyone acting on the behalf of any party, which are not embodied herein.

25. **No Third Party Rights.** Except as provided herein, nothing contained in this Agreement is intended or shall be construed to give any person, other than the parties hereto, any legal or equitable right, remedy or claim under this Agreement or any provision contained herein other than as specified in this Agreement.

26. **Counterparts.** This Agreement may be executed in any number of counterparts. Each counterpart shall be deemed to be an original instrument, but all counterparts together shall constitute but one agreement. A counterpart of this Agreement signed and transmitted by facsimile or other electronic means shall be treated as an original, executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Smart Horizons Career Online High School, LLC d/b/a Smart Horizons Career Online Education

By: _____

Printed Name: _____

Title: _____

Atlanta Fulton Public Library Foundation:

By: _____

Printed Name: _____

Title: _____

FULTON COUNTY, GEORGIA

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

ATTEST:

_____
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM

_____
Office of the County Attorney

EXHIBIT A

CAREER ONLINE HIGH SCHOOL

SHCOE shall make available to Library, to offer to Library's Students, COHS, including course materials, online instructors, course hosting by SHCOE and evaluation. SHCOE shall provide access to COHS through a portal which is linked to Library's website.

1. **Services.** The services of the COHS program include:

   a. Unlimited access to the Smart Horizons Marketing and Readiness Tool (SMART) that allows prospective students to determine if they would like to participate in the program and determine eligibility. Eligibility will be based on personal information, including but not limited to age, high school diploma status, accessibility to program resources, and interview results. Once a prospective student is deemed eligible, Library will provide prospective student access to two-week pre-requisite course that is comprehensive enough to determine if students have sufficient knowledge and determination necessary to begin the high school classes. Results of the pre-requisite course will be provided to Library for Library to determine if student shall be awarded a COHS Scholarship provided by the Foundation.
   b. Branded enrollment portal configured to provide secure, encrypted, password-protected access and single sign on capability.
   c. Over one hundred (100) online semester courses in the areas of Language Arts, Mathematics, Science, Social Studies and Career Certificate Electives.
   d. Transcript analysis for each student awarded a COHS Scholarship to determine the student's status of acceptable and transferrable credits and coursework necessary to receive a high school diploma from the COHS.
   e. Eighteen (18) month access for each Student that meets the pre-requisite and enrolls as a student in COHS meeting all COHS Scholarship requirements.
   f. Career certificates for all career majors successfully completed by Students.
   g. Academic coaches (certified teachers) available via email, SMS, or phone.
   h. Official high school diplomas for Students who satisfy all graduation criteria as set forth by SHCOE under the purview of its Cognia (formerly AdvancED) District Accreditation.
   i. Extensions for qualifying students available for Student, Foundation, or Library to purchase.

2. **Price.**

   COHS Prepaid Scholarships - The cost of each COHS Scholarship is one thousand one hundred ninety-five dollars ($1,095).

   COHS Extensions - SHCOE offers various extension options depending upon the number of semesters remaining for a Student to complete the COHS program. The extension options available are:

Extension Option	Qualifying Students	Price to Library/Foundation
3-month	Students with 6 semesters or less remaining	$250.00
6-month	Students with 7-12 semesters or less remaining	$500.00
9-month	Students with 13-18 semesters or less remaining	$750.00

3. **Invoicing and Payment.** SHCOE shall submit an invoice to Foundation upon receipt of order. Payment shall be due within thirty (30) days of receipt of each invoice. Invoices shall be sent to Jennifer Artigue at jartigue@afplf.org.

4. **Admissions Criteria**. All students entering COHS must be at least nineteen (19) years of age prior to the first day of class and have successfully completed the eighth (8th) Grade at an accredited institution. Minors will be required to obtain parental consent to enrollment and acknowledgement of responsibility. SHCOE shall be solely responsible for admission of Students to COHS.

5. **Cancelled Enrollments.** If a Student is withdrawn from COHS within thirty (30) days of enrollment, that Student will be considered a Cancelled Enrollment. The COHS Scholarship will remain available and the Foundation and Library may use that COHS Scholarship for another Student.

6. **Terminations.** SHCOE reserves the right to terminate a Student's enrollment at any time for several reasons, including, but not limited to, inactivity or failure to comply with SHCOE's rules and policies or failure to comply with the terms and conditions set forth in the SHCOE Student Handbook. SHCOE further reserves the right to modify the rules and policies in the Student Handbook, and any such revisions will be posted online at the student login page.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0926 **Meeting Date:** 12/20/2023

Department
Senior Services

Requested Action
Request the spreading on the minutes of (1) the County Manager's renewal, for a five (5) year period pursuant to Resolution 18-0325, of a Memorandum of Understanding with Friends of the Dorothy C. Benson Senior Multipurpose Complex, Inc. and (2) the County Manager's renewal, for a five (5) year period pursuant to Resolution 18-0325, of a Memorandum of Understanding with Friends of Bowden, Inc., non-profit organizations which support multipurpose and adult day programming through fundraising efforts; and authorize the County Attorney to approve the renewal agreement as to form and make necessary modifications thereto prior to execution.

Requirement for Board Action
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 meeting minutes.

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?
No

Summary & Background

Scope of Work: The purpose of these two renewals is to extend the terms of the existing MOUs with the Friends of Benson and Friends of Bowden organizations and to continue the ongoing working relationship between Fulton County Government and these nonprofit Friends of organizations that support multipurpose and adult day programming at the Benson and Bowden facilities. The

Department of Senior Services is responsible for the control of the Senior Multipurpose Facilities and manages the operations and services that benefit participants and the community.

These facilities provide services in the areas of wellness, fitness, socialization, nutrition, transportation, education and recreational activities for seniors over the age of 55 to age in place. Friends of Senior Multipurpose Facilities support the recreational, intellectual, social, physical and health needs of senior citizens, primarily age 55 and over, and thereby enhance and extend the lives of senior citizens who participate in the programs by providing financial and other support through fundraising and other supporting activities.

These two MOUs were developed collaboratively with the Friends of organizations and provide a guide for fundraising, rental of facilities, fund disbursement, vending machine proceeds, auditing and reporting. In 2018, the Board of Commissioners approved Resolution 18-0325 and MOUs for the Dorothy C. Benson, HJC Bowden, Helene S. Mills and Harriett G. Darnell Senior Multipurpose Facilities. Pursuant to Resolution 18-0325, the County Manager is authorized to execute these MOUs. The MOUs commenced on May 15, 2018 for a term of five (5) years, through December 31, 2023, unless earlier terminated. Section (4) of the MOUs provides that the MOUs “may be renewed as determined by the County Manager for another five (5) year term, with any such renewal period ending on December 31, 2028, the last year of such renewal period authorized by the County Manager.”

Community Impact: Renewing these two MOUs and continuing the partnership with these Friends of organizations enhances programming and is in the best interest of Fulton County seniors.

Department Recommendation: The Department recommends approval.

Project Implications: N/A

Community Issues/Concerns: N/A

Department Issues/Concerns: N/A

History of BOC Agenda Item: Agenda item #16-0027; #18-0325

Contact Information

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

Contract Attached

No

Previous Contracts

Yes

RENEWAL OF MEMORANDUM OF UNDERSTANDING BETWEEN FULTON COUNTY, GEORGIA AND FRIENDS OF THE DOROTHY C. BENSON MULTIPURPOSE COMPLEX, INC.

THIS RENEWAL OF MEMORANDUM OF UNDERSTANDING ("Renewal") is entered into as of the ____ day of December, 2023, by and between FULTON COUNTY, GEORGIA ("County") and FRIENDS OF THE DOROTHY C. BENSON MULTIPURPOSE COMPLEX, INC., a non-profit corporation incorporated under the laws of the State of Georgia ("Friends of Benson"), Fulton County and Friends of Benson are each a "Party" and collectively the "Parties".

WHEREAS, the County owns and maintains the Dorothy C. Benson Senior Multipurpose Facility ("Benson Senior Facility") and, through the Department of Senior Services, is responsible for the delivery, management, operation and oversight of its senior multipurpose programs and adult day care services and activities at the Benson Senior Facility; and

WHEREAS, the Friends of Benson supports the recreational, intellectual, social, physical and health needs of senior citizens, primarily age 55 and over, and thereby enhances and extends the lives of senior citizens who participate in the programs at the Benson Senior Facility by providing financial and other support through fundraising and other supporting activities as set forth in its organizational documents; and

WHEREAS, on May 16, 2018, the Board of Commissioners passed Resolution 18-0325 adopting a standard Form Memorandum of Understanding ("MOU") between the County and the Friends groups supporting Senior Centers in order to create uniformity of obligations and ensure compliance with County policies; and

WHEREAS, through Resolution 18-0325, the Board of Commissioners also authorized the County Manager to execute the Form MOUs with the Friends groups supporting Senior Centers; and

WHEREAS, the Parties entered into that certain MOU dated May 15, 2018, by which the Parties agreed to terms for fundraising, rental of facilities, fund disbursement, distribution of vending machine proceeds, auditing, and reporting related to the Benson Senior Facility; and

WHEREAS, the Form MOU provides the following with respect to the Term of the MOU:

> (4) *Term.* This MOU shall commence upon its Effective Date and shall continue for five (5) years, which is through December 31, 2023, unless earlier terminated, and this MOU may be renewed as determined by the County Manager for another five (5) year term, with any such renewal period ending on December 31, 2028, the last year of such renewal period authorized by the County Manager.

WHEREAS, the initial Term of the MOU is set to expire on December 31, 2023; and

WHEREAS, the County Manager has determined that renewing the MOU with Friends of Benson is in the County's best interest, and has hereby renewed the same.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

Section 1. Paragraph 4 of the MOU is deleted in its entirety and replaced with a new paragraph 4 to read as follows:

> **(4) *Term.* This MOU shall commence upon its Effective Date and shall continue for five (5) years, which is through December 31, 2028, unless earlier terminated.**

Section 2. Except as modified by this Renewal, all terms and conditions of the MOU shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

FULTON COUNTY, GEORGIA, on its own behalf and on the behalf of the Department of Senior Services

Richard A. "Dick" Anderson
County Manager

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

APPROVED AS TO CONTENT:

Ladisa Onyiliogwu, Director
Department of Senior Services

FRIENDS OF THE DOROTHY C. BENSON SENIOR MULTI-PURPOSE COMPLEX, INC.

Lee Hannah

https://fc0365.sharepoint.com/sites/CountyAttorney/CAContracts/Senior Services/Friends of MOUs revised December 2023/Benson MOU renewal 2023/Renewal of MOU with Friends of Benson_12.12.23.docx

RENEWAL OF MEMORANDUM OF UNDERSTANDING BETWEEN FULTON COUNTY, GEORGIA AND FRIENDS OF BOWDEN, INC.

THIS RENEWAL OF MEMORANDUM OF UNDERSTANDING ("Renewal") is entered into as of the ____ day of December, 2023, by and between FULTON COUNTY, GEORGIA ("County") and FRIENDS OF BOWDEN, INC., a non-profit corporation incorporated under the laws of the State of Georgia ("Friends of Bowden"), Fulton County and Friends of Bowden are each a "Party" and collectively the "Parties".

WHEREAS, the County owns and maintains the H.J.C. Bowden Senior Multipurpose Facility ("Bowden Senior Facility") and, through the Department of Senior Services, is responsible for the delivery, management, operation and oversight of its senior multipurpose programs and adult day care services and activities at the Bowden Senior Facility; and

WHEREAS, the Friends of Bowden supports the recreational, intellectual, social, physical and health needs of senior citizens, primarily age 55 and over, and thereby enhances and extends the lives of senior citizens who participate in the programs at the Bowden Senior Facility by providing financial and other support through fundraising and other supporting activities as set forth in its organizational documents; and

WHEREAS, on May 16, 2018, the Board of Commissioners passed Resolution 18-0325 adopting a standard Form Memorandum of Understanding ("MOU") between the County and the Friends groups supporting Senior Centers in order to create uniformity of obligations and ensure compliance with County policies; and

WHEREAS, through Resolution 18-0325, the Board of Commissioners also authorized the County Manager to execute the Form MOUs with the Friends groups supporting Senior Centers; and

WHEREAS, the Parties entered into that certain MOU dated May 15, 2018, by which the Parties agreed to terms for fundraising, rental of facilities, fund disbursement, distribution of vending machine proceeds, auditing, and reporting related to the Bowden Senior Facility; and

WHEREAS, the Form MOU provides the following with respect to the Term of the MOU:

> (4) *Term.* This MOU shall commence upon its Effective Date and shall continue for five (5) years, which is through December 31, 2023, unless earlier terminated, and this MOU may be renewed as determined by the County Manager for another five (5) year term, with any such renewal period ending on December 31, 2028, the last year of such renewal period authorized by the County Manager.

WHEREAS, the initial Term of the MOU is set to expire on December 31, 2023; and

WHEREAS, the County Manager has determined that renewing the MOU with Friends of Bowden is in the County's best interest, and has hereby renewed the same.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

Section 1. Paragraph 4 of the MOU is deleted in its entirety and replaced with a new paragraph 4 to read as follows:

> **(4) *Term.* This MOU shall commence upon its Effective Date and shall continue for five (5) years, which is through December 31, 2028, unless earlier terminated.**

Section 2. Except as modified by this Renewal, all terms and conditions of the MOU shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

FULTON COUNTY, GEORGIA, on its own behalf and on the behalf of the Department of Senior Services

Richard A. "Dick" Anderson
County Manager

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

APPROVED AS TO CONTENT:

Ladisa Onyiliogwu, Director
Department of Senior Services

FRIENDS OF BOWDEN, INC.

Maxine Davis

https://fc0365.sharepoint.com/sites/CountyAttorney/CAContracts/Senior Services/Friends of MOUs revised December 2023/Bowden MOU renewal 2023/Renewal of MOU with Friends of Bowden_12.12.23.docx

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0927 **Meeting Date:** 12/20/2023

Department
Community Development

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to amend the award of $250,000.00 in the FY2023 Budget to Atlanta Public Schools (APS) to transfer said award to the APS foundation, Atlanta Partners for Education (APFE). Effective upon BOC approval.

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

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

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

Is this a purchasing item?
No

Summary & Background

Scope of Work: Atlanta Public Schools (APS) has requested that the $250,000.00 award allocated to APS in the FY2023 Budget for the Department of Community Development be awarded instead to its foundation, Atlanta Partners for Education (APFE). There are no changes in terms and conditions of the award, and services will continue to be provided at the same level required for the award.

Community Impact: APS has set forth the mission that through a caring culture of equity, trust, and collaboration, every student will graduate ready for college, career, and life. This mission is accompanied by a strong vision for APS to be a high-performing school district where students love to learn, educators inspire, families engage, and the community trusts the system.

Department Recommendation: Recommend approval.

Project Implications: On January 18, 2023, the Fulton County Board of Commissioners approved a $250,000 increase in the FY2023 Budget for the Department of Community Development to be allocated specifically to Atlanta Public Schools (APS). APS subsequently requested that payment reflect the APS foundation name, Atlanta Partners for Education, on official county documents going forward.

Community Issues/Concerns: The Department of Community Development is not aware of any community issues/concerns regarding the agenda item.

Department Issues/Concerns: None.

CONTRACT BETWEEN FULTON COUNTY, GEORGIA

AND ATLANTA PARTNERSHIP OF BUSINESS AND EDUCTION, INC. dba ATLANTA PARTNERS FOR EDUCATION

THIS CONTRACT entered this _____ day of July 2023, is between **FULTON COUNTY**, a political subdivision of the state of Georgia ("Fulton County" or the "County"), and **ATLANTA PARTNERSHIP OF BUSINESS AND EDUCTION dba ATLANTA PARTNERS FOR EDUCATION**, a Georgia Chartered School System ("APFE").

WHEREAS, pursuant to O.C.G.A. § 36-1-19.1, Fulton County is authorized and empowered under the laws of the State of Georgia to enter contracts for services with individuals, organizations, and institutions, for purely charitable reasons to include humanities and educational purposes, provided that the activities funded by any such contributions shall take place within the county making the contribution; and

WHEREAS, established by ordinance of the Atlanta City Council in 1872, APFE is proud to celebrate its 150th anniversary this year; and

WHEREAS, today, APFE S has 87 learning sites, including 58 neighborhood schools, five partner schools, 19 charter schools, two citywide single-gender academies, and three alternative programs; and

WHEREAS, APFE has set forth the mission that through a caring culture of equity, trust, and collaboration, every student will graduate ready for college, career, and life; and

WHEREAS, this mission is accompanied by a strong vision for APFE to be a high-performing school district where students love to learn, educators inspire, families engage, and the community trusts the system; and

WHEREAS the Fulton County Department of Community Development strengthens people, families, and communities through partnerships with various community organizations and outreach programs, particularly non-profit, private sector, government, volunteer, and citizen advocates; and

WHEREAS, on January 18, 2023, the Fulton County Board of Commissioners approved a $250,000 increase in the FY2023 Budget for the Department of Community Development to be allocated specifically to the APFE: and

WHEREAS, APFE guarantees, by and through this Contract, that it shall expend the funds under this Contract for services provided to students in Fulton County that are consistent with its mission and deriving no profit to the organization, and on activities within Fulton County consistent with the Contract provisions outlined in Section 1.0 and Attachment "A" hereunder.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

1.0 STATEMENT OF WORK

The County shall provide financial assistance in an amount not to exceed **$250,000.00** to APFE to help provide operational resources for certain programs and service-related activities in Fulton County as further described in Attachment "A".

2.0 COMPENSATION FOR SERVICES AND WORK

Funding for the services and work described in Section 1.0 herein, and in Attachment "A" shall be as follows: The total amount payable to APFE per the terms and execution of this Contract is not to exceed Two Hundred Fifty Thousand Dollars and Zero Cents (**$250,000.00).** Such payment shall be made in one (1) lump sum after the full execution of this Contract provided that APFE agrees to submit the required invoices and documentation supporting the services performed for the monies expended to the Director of the Fulton County Department of Community Development by December 31, 2023, as required in Attachment "A," Scope of Work. Two (2) copies of the documentation shall be included with the submission.

3.0 TERM OF CONTRACT

Unless terminated by mutual agreement, or in accordance with other terms and provisions contained herein, the term of this Contract shall be upon execution through December 31, 2023, unless otherwise terminated first by the County. APFE shall utilize the County's funding only for services which are included within the scope of Sections 1.0 and 2.0 and Attachment "A" of this Contract.

4.0 IMPROPER EXPENDITURES

Any item of expenditure by APFE under the terms of this Contract which is found by auditors, investigators, and other authorized representatives of Fulton County to be improper, unallowable, in violation of federal or state law or the terms of this Contract, or involving any fraudulent, deceptive, or misleading representations or activities of APFE, shall become APFE's liability, to be paid by APFE from funds other than those provided by Fulton County under this Contract.

5.0 TERMINATION OF CONTRACT

5.1 TERMINATION OF CONTRACT FOR CAUSE

Either the County or APFE may terminate this Contract in the event the other party fails to perform in a timely and proper manner its obligations in accordance with the provisions of the Contract. Any party seeking to terminate this Contract is required to give seven (7) days prior written notice to the other party specifying the reasons for such intention to terminate or suspend the Contract. The party receiving such notice under this provision shall have seven (7) days after receipt of service of the notice to correct the violation. If performance is not made, the Contract shall, upon expiration of said seven (7) days from the date notice is delivered, be suspended, or terminated without further notice. Notice of termination shall be delivered by hand delivery, certified mail with receipt for delivery returned to the sender, or delivery by a nationally recognized overnight delivery service.

5.2 TERMINATION FOR CONVENIENCE OF THE COUNTY

Notwithstanding any other provisions, the County may terminate this Contract for its convenience at any time by giving at least seven (7) days prior notice in writing (hand delivery or certified mail with receipt) to APFE.

6.0 SUSPENSION

The County may by written notice to APFE, suspend the use of County funds where it is determined that any portion of work in which County funds are utilized is not progressing on schedule or being performed competently or to industry standards. Upon receipt of a suspension notice, APFE must:

1. Immediately take correct measures and provide proof to the County that the activity giving rise to the suspension has ceased or has been corrected;

2. Place no further orders or subcontracts for material, services or facilities with respect to the suspended services, other than to the extent required in the notice; and

3. Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of a notice to resume suspended services, APFE will immediately resume performance under this Agreement as required in the notice.

7.0 RECORDS, REPORTS AND AUDITS

APFE shall maintain accounts and records, including personal property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be requested by the County to assure proper accounting for all funds, both public and private. Said records shall be made available for audit purposes to the County or its representative(s) and shall be retained for at least three (3) years after expiration of this Contract or completion of the program unless permission to destroy them is granted by the County. APFE's records and accounts shall at all times meet or exceed the applicable requirements of Federal, State and County laws, rules, and regulations.

8.0 INSPECTION OF FILES AND RECORDS

Fulton County shall at all reasonable times have access to the pertinent offices and books and records of APFE for inspection of the activities performed and expenses incurred under this Contract.

9.0 PUBLICITY

Any favorable publicity given to the services provided in Attachment "A" following the execution of this Contract must identify Fulton County prominently as a sponsoring agency. Specifically, in all publications referencing the services funded under this Contract, APFE agrees to display and make known that the services were assisted under the auspices of Fulton County.

10.0 ASSIGNMENT OF CONTRACT

APFE shall not make any purported assignment of this Contract, any part thereof, or the funds, or delegate the duties herewith without prior written consent of the County.

11.0 CONFLICT OF INTEREST

No member, officer, or employee of the County or its designee or agents, no member of the governing body of the County, and no other official of the County who exercises or has exercised any functions or responsibilities with respect to the County-assisted activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities covered by this Contract, may obtain a personal or financial interest or benefit in any contract, subcontract with respect thereto, or the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

12.0 EQUAL OPPORTUNITY AND NONDISCRIMINATION

APFE shall comply with all requirements imposed by or pursuant to Title VI and Title VII of the Civil Rights Act, as Amended, Age Discrimination in Employment Act; Rehabilitation Act of 1973, as Amended, section 504; Equal Pay Act; the American with Disabilities Act of 1990, as Amended; Fair Housing Act, as Amended; and any other applicable Acts which prohibit/discriminate on the ground of race, color, religion, sex, age, national origin, handicap, disability, or familial status. No person in the United States shall be unlawfully excluded from participation in, be denied the benefit of, or be subjected to discrimination under this Contract.

13.0 HOLD HARMLESS/ INDEMNIFICATION

APFE hereby warrants, represents, covenants and agrees to indemnify and save and hold harmless the County, its commissioners, officers, and employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, reasonable attorney's fees and legal expenses) suffered or incurred by, or asserted against, such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of APFE, its agents, employees, officers and directors. APFE does further hereby agree to release, indemnify, defend, and hold harmless the County, its commissioners, officers, and employees, from any injury (including death resulting therefrom), loss, claim or damage sustained by APFE's agents and employees, without regard to negligence. The language of this indemnification clause shall survive the termination of this Contract.

14.0 VARIATIONS OR MODIFICATIONS TO CONTRACT

This Contract constitutes the entire arrangement between the County and APFE, and there are no further written or oral contracts with respect thereto. No variation or modification of this Contract and no waiver of its provisions shall be valid unless in writing, approved by the Board of Commissioners, and signed by County and APFE's duly authorized representatives.

Further, in the event of any material change or modification in APFE's Contract or any contract with any other funding source during the course of this Contract, APFE shall immediately notify the Director of the Department of Community Development of such change. Nothing herein shall preclude APFE from pursuing contracts with the County for subsequent years, with the approval of additional funding by the Board of Commissioners.

15.0 GOVERNING LAW

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

IN WITNESS WHEREOF, each party attests that the individual(s) executing the Contract on its behalf has both express and apparent authority to bind the respective entity to the terms and conditions of the Contract and has hereto caused the Contract to be executed and delivered on this, the _____ day of_____ , 2023.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

Atlanta Partnership of Business and Education Inc.
dba Atlanta Partners for Education

Attest:

_____
Dr. Lisa Herring, Superintendent
Atlanta Public Schools

_____
(Signature)

_____
Name (Typed or Printed)

_____
Title

(Seal)

Fulton County, Georgia

Attest:

_____
Robert L. Pitts, Chair
Board of Commissioners

_____
Tonya Grier,
Clerk to the Commission

(Seal)

Approved as to Content:

_____
Stanley Wilson, Director
Department of Community Development

Approved as to Form:

_____
Office of the County Attorney

ATTACHMENT "A" SCOPE OF WORK

ATLANTA PUBLIC SCHOOLS

In consideration of the not to exceed amount of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000.00) allocated to APFE as part of the Fulton County Community Development Department's FY2023 Budget, APFE agrees to perform services and provide the following information.

APFE will use the generous $250,000 to support three critical priorities supporting efforts around the 150th anniversary—whole child intervention, college and career readiness, and signature district-wide events. Funds will be essential for continuing the momentum of this impactful work during this milestone year and allow APFE to scale beyond 2023.

1. Whole Child Intervention
   - Teaching and learning enrichment
   - Unrestricted financial support to high-need schools
   - Social/Emotional Learning (mental and behavioral health resources)

2. College and Career Readiness
   - College and career pathways through field trips, career days and tutor sessions
   - Support for mentorship and tutoring programs
   - Career preparation, including resume and interview prep

3. APFE has several upcoming signature events to support efforts around the 150th anniversary:
   - APFE 150th Back-to-School Bash
   - APFE 150th Gala Celebration and Communications
   - APFE Scholarships

https://fc0365.sharepoint.com/sites/CountyAttorney/CAContracts/Community Development/Atlanta Public Schools/Contract - Atlanta Public Schools_7.10.23.docx

Joi H. Hunter
Executive Director
Office of Partnerships and Development
Phone: 404-802-2830

November 16, 2023

Ms. Mia Redd
Deputy Director
Health & Human Services, Community Development
Fulton County
Atlanta, GA 30303

Dear Ms. Redd:

Please accept this letter as a request to have the previously signed contract amended. I am requesting that the $250,000 contract be issued in the name of the APS Foundation, Atlanta Partnership of Business and Education/ dba Atlanta Partners for Education, instead of Atlanta Public Schools.

All references to Atlanta Public Schools shall be replaced with the name of the APS Foundation, Atlanta Partnership of Business and Education upon completion of the fully executed contract. The amendment request to the name shall be the only amendment. All other terms of the contract shall remain the same.

Thank you,

Joi H. Hunter
Joi H. Hunter
Executive Director
Atlanta Public Schools

RECEIVED

NOV 29 2022

CATHELENE ROBINSON. C.S.C.

D.C.S.C. Fulton Co., GA

APPLICATION TO REGISTER A BUSINESS
TO BE CONDUCTED UNDER A TRADE NAME

STATE OF GEORGIA
COUNTY OF FULTON

The undersigned hereby certifies that (they are) (it is) (he is) (she is) conducting a business

in the City of Atlanta, County of Fulton,

State of Georgia, under the name:

Atlanta Partners for Education

TRADE NAME

and the nature of the business is:

Non-profit corporation created to encourage, promote, and effect the association of the public school, college and university, and business communities of the Atlanta area.

and that said business is composed of the following ( ) person (●) corporation ( ) partnership:

Name:	Address:
Atlanta Partnership of Business & Education, Inc.	130 Trinity Avenue, 8th Floor
	Atlanta, Fulton, Georgia 30303

This affidavit is made in compliance with GA Code Annotated, Title 10, Chapter 1, Section 490.
Sworn and subscribed before me.

This 16th day of November in the year 2022

Applicant

Notary Public

Applicant

CATHY J CALDWELL NOTARY PUBLIC COWETA COUNTY GEORGIA EXPIRES AUG 24, 2026

Filing Instructions: Mail the original notarized application to: Cathelene Robinson, Clerk of Superior Court, Attention: Recording Division, 136 Pryor St., SW, Atlanta, GA 30303. The filing fee is $171.00 payable to the Fulton County Clerk of Superior Court. If you have questions about the filing process, please call the Clerk's Office at 404-613-5371. Publication is required by law. If you have questions about publication, contact the Fulton County Daily Report at 404-521-1227.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0928 **Meeting Date:** 12/20/2023

Department
Community Development

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to amend the contract between Fulton County and Wellspring Living in the amount of $500,000.00 in American Rescue Plan (ARPA) funds for construction purposes. The original effective dates of the contract were May 17, 2023 through December 31, 2023. This amendment will extend the contract term until December 31, 2024. This Agenda Item is 100% grant funded and funds will be disbursed during construction.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
O.C.G.A. § 36-10-1 provides that all contracts entered by Fulton County with other partners or persons on behalf of the County shall be in writing and entered on the Board of Commissioners meeting 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.)*
The Department recommends this amendment for a contract extension between Fulton County and Wellspring Living in the amount of $500,000.00 in American Rescue Plan (ARPA) funds. On September 7, 2022, the Board of Commissioners approved a Resolution (Agenda Item # 22-0645), approving funding of $500,000.00 in American Rescue Plan Act (ARPA) funds in support of

Wellspring Living's expansion and utilization of a multi-discipline service model covering the full spectrum of needs for victims of sexual exploitation; authorizing the Chairman to execute any necessary agreement in support of this funding allotment; authorizing the County Attorney to prepare the necessary agreement and approved same as to form and make modifications thereto prior to execution; and for other purposes. The priority for the $500,000.00 allocation is for construction purposes. On May 17, 2023, the Board of Commissioners approved the contract between Fulton County and Wellspring Living in the amount of $500,000.00 in American Recue Plan (ARPA) funds for construction purposes to support Wellspring Living's expansion. The contract was effective upon execution through December 31, 2023. (Agenda Item # 23-0353). This contract amendment is necessary because Wellspring has not yet begun construction and requires additional time to utilize the allotted funding.

Scope of Work: Wellspring Living, Inc. shall utilize the Award Amount to help fund the construction of the Cornerstone Building as part of the expansion of Wellspring's existing Campus where it provides programs and services that address recovery, job training and support through residential and community-based programs for domestic sex trafficking victims and those at risk.

Community Impact: The Fulton County Department of Community Development strengthens people, families, and communities through partnerships with various community organizations and outreach programs, particularly non-profit, private sector, government, volunteer, and citizen advocates.

Department Recommendation: Approve the requested action.

Project Implications: Approval for the use of these funds will support programs and services that address recovery, job training and support through residential and community-based programs for domestic sex trafficking victims and those at risk.

Community Issues/Concerns: N/A

Department Issues/Concerns: N/A

Fiscal Impact / Funding Source

Funding Line 1:

448-121-ARP3-LIVE

American Rescue Plan Act
Amended and Restated Contract between Fulton County, Georgia and Wellspring Living, Inc.

This **AMENDED AND RESTATED CONTRACT** ("Amended Contract") is made by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia, having offices at 141 Pryor Street, SE, Atlanta, Georgia 30303 (hereinafter referred to as "Fulton County") and Wellspring Living, Inc., a nonprofit, tax-exempt 501(c)(3) corporation organized under the laws of the State of Georgia ("Wellspring"**),** with offices located at 1040 Boulevard Avenue, SE, Suite M, Atlanta, Georgia 30312 (hereinafter collectively referred to as the "Parties").

WHEREAS, since early 2020, a world-wide emergency has arisen with respect to a novel coronavirus known as SARS-CoV-2 ("COVID-19"), which rapidly spread throughout the world and has continued to have an unprecedented adverse impact on the citizens and communities throughout Fulton County, Georgia, among others; and

WHEREAS, on March 11, 2021, the American Rescue Plan Act of 2021 ("ARPA") (H.R. 1319, 117th Cong.) (2021) was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program; and

WHEREAS, on March 17, 2021, the Fulton County Board of Commissioners adopted Resolution 21-0221 promulgating Fulton County's acceptance of federal funds available to Fulton County from ARPA; and

WHEREAS, on April 1, 2022, the U.S. Department of the Treasury ("Treasury") issued its Final Rule regarding the use of ARPA funds with guidelines, rules, and directives to recipients of ARPA funds; and

WHEREAS, in its Final Rule, Treasury advises that the purpose of ARPA is to provide a substantial infusion of resources to assist the pandemic response, including rebuilding a stronger, more equitable economy as the country recovers; and

WHEREAS, in its Final Rule, Treasury has determined that programs or services that address recovery services, job training and support, as well as housing insecurity, lack of affordable housing, or homelessness are enumerated eligible uses for ARPA funds; and

WHEREAS, in its Final Rule, Treasury has also determined that capital expenditures including adaptations to congregate or group living facilities are eligible uses of ARPA funds; and

WHEREAS, COVID-19 has had a devastating impact on victims and survivors of human trafficking as traffickers took advantage of the global crisis, capitalizing on peoples' loss of income and the increased amount of time both adults and children were spending online; and

WHEREAS, Wellspring's mission is to transform lives of those at risk or victimized by sexual exploitation; and

WHEREAS, Wellspring provides specialized recovery services on its 8-acre Fulton County campus (the "Campus") through residential and community-based programs for domestic sex trafficking victims and those at risk; and

WHEREAS, Wellspring's immersive Campus provides layers of service, including training and technical assistance, residential care, and transitional housing for women and families; and

WHEREAS, Wellspring Living serves over 300 participants each year, a majority of which are from Fulton County; and

WHEREAS, on September 7, 2022, the Fulton County Board of Commissioners passed Resolution No. 22-0645 allocating a portion of the SLFRF Award it received under ARPA in an amount not to exceed $500,000.00 (Five Hundred Thousand Dollars) for assistance to Wellspring for capital expenditures related to construction to expand Wellspring's Campus; and

WHEREAS, on May 17, 2023, pursuant to Agenda Item 23-0353, the Fulton County Board of Commissioners approved a contract (the "Original Contract") between Fulton County and Wellspring Living in the amount of $500,000.00 in ARPA funds for construction purposes to support Wellspring's expansion; and

WHEREAS, the Parties executed the Original Contract on May 17, 2023; and

WHEREAS, the Original Contract Term provides that the Original Contract is "effective upon execution through December 31, 2023"; and

WHEREAS, Wellspring has not yet begun construction on the expansion of its Campus; and

WHEREAS, Wellspring desires additional time to begin these capital expenditures and provide the necessary invoices and documentation to the County in order to receive payment; and

WHEREAS, the Parties deem it to be in the best interest of both Parties to enter into this Amended Contract under the terms, obligations and conditions expressed herein.

NOW THEREFORE, in consideration of the mutual benefits to both Parties, it is hereby agreed as follows:

ARTICLE I. PURPOSE AND RELATIONSHIP

1. Purpose. This Amended Contract describes the way in which the Parties will use the ARPA funding allotment in responding to the economic and public health impacts of COVID-19 and efforts to contain impacts on the communities, residents, and businesses in Fulton County.

2. Independent Contractor. The relationship of Wellspring to Fulton County is that of an independent contractor and not of an employee/employer. Neither this Amended Contract, nor

any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship, and neither 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. It is expressly understood that any individual performing services under this Amended Contract on behalf of Wellspring shall not be deemed to be an employee or independent contractor of Fulton County, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from Fulton County. Wellspring agrees that it is solely responsible for the reporting and payment of income, Social Security and other employment taxes due to the proper taxing authorities with respect to such personnel.

3. Indemnification. Wellspring covenants and agrees to indemnify, defend and hold harmless Fulton County, its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, for the invasion of personal and property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of Wellspring, its officers, agents, or employees in connection with this Agreement. This provision shall survive the expiration or termination of this Amended Contract.

4. Wellspring. The Parties agree that Fulton County is providing these funds to Wellspring, with Wellspring having the obligation to comply with all applicable requirements where it is deemed a contractor, as defined and described under the Treasury's Final Rule effective April 1, 2022, implementing the SLFRF program, including any federal reporting requirements that may apply and 2 CFR 200.331 (a) and (b).

Wellspring further acknowledges that it has reviewed the terms and conditions of the ARPA funding for this project and will carry out all program activities and expenditures in accordance with those terms and conditions, in the manner provided by law. Wellspring will comply with all applicable federal, state and local laws and regulations governing the receipt or use of the federal funding provided under this Agreement, including but not limited to current and future rules and regulations issued by the United States Treasury or other federal agencies in regard to the requirements of ARPA.

ARTICLE II. AWARD AND SCOPE OF SERVICES

1. Term. This Amended Contract is effective upon execution through December 31, 2024.

2. Award. ARPA funding in an amount not to exceed **$500,000.00** (the "Award Amount") will be provided by Fulton County to Wellspring to assist with the cost of construction to expand Wellspring's Campus.

3. Eligible Uses. Fulton County will provide funding up to the Award Amount to help fund construction of the expansion of Wellspring's existing Campus. Capital expenditures including construction for adaptations to congregate or group living facilities are eligible uses.

Wellspring shall continue to provide programs and services at its expanded Campus that address recovery, job training and support.

4. Disbursement. Wellspring shall submit monthly invoices to Fulton County verifying eligible construction expenses for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding month. All invoices submitted to verify eligible construction expenses are subject to review and approval by the Director of Community Development. Such invoices shall be provided to Stanley Wilson, Director, Fulton County Department of Community Development, 137 Peachtree Street, SW, 1st Floor, Atlanta, GA 30303 by the end of the Amended Contract's Term. Copies of all such invoices shall also be provided to Hakeem Oshikoya, Finance Director, Fulton County Department of Finance, 141 Pryor Street, Suite 7001, Atlanta, Georgia 30303 by the end of the Amended Contract Term. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion. The County shall make payments to Wellspring within thirty (30) days after receipt of an approved invoice.

5. Scope of Services. Wellspring will utilize the Award Amount for the construction of the expansion of Wellspring's existing Campus so as to continue to provide support for individuals/families at its Campus located in Fulton County for the purpose of the Eligible Use in accordance with the scope of services described in Schedule 1 hereto (the "Scope of Services"). Wellspring shall spend the Award Amount for the purposes described in Scope of Services, unless other direct changes are agreed to in writing in advance by Fulton County. In no event will Fulton County be obligated for providing any funding above the total amount of the Award Amount. Wellspring agrees that no more than ten percent of the Award Amount may be used for administrative purposes. Wellspring agrees that the Award Amount may not be used to pay the salary of an individual. All ARPA funding must be used for an "Eligible Use Category" cost/service for Wellspring's clients.

ARTICLE III. REPORTING

1. Maintenance of Records. Wellspring shall maintain a financial management system and financial records and shall utilize funds received pursuant to this Amended Contract in accordance with all applicable federal and state requirements. Wellspring shall adopt such additional financial management procedures as may from time to time be prescribed by Fulton County if required by applicable laws, regulations or guidelines from its federal and state government funding sources. Wellspring shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Amended Contract.

Wellspring must maintain all records, books, papers and other documents related to its performance of the Scope of Services for a period of five years following the termination of this Amended Contract or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Amended Contract. Such records shall include the full name of individuals served with ARPA funding and where applicable the date of birth, gender, race, and ethnicity of individual receiving assistance. Wellspring shall make all records, books, papers and other documents that relate to this Amended Contract available at all reasonable

times for inspection, review and audit by the authorized representatives of Fulton County and the federal government, if so requested.

During the term of this Amended Contract, the Parties shall comply will Federal and State laws and regulations regarding confidentiality of participant records and information.

2. Progress Reports. Wellspring will submit a monthly report of construction progress funded by the ARPA allotment provided by Fulton County within 10 days of the end of each calendar month during the Term of this Amended Contract. The progress report is a performance measurement tool administered to assist with monitoring the program performance and compliance. Fulton County will provide the performance template and due dates to Wellspring, and Wellspring shall submit the reports electronically. Wellspring shall register and maintain an updated profile with SAM.gov. The County reserves the right to request additional project information at any time.

3. Improper Expenditures. Any item of expenditure by Wellspring under the terms of this Amended Contract which is found by auditors, investigators, and other authorized representatives of Fulton County or the federal government to be improper, unallowable, in violation of federal or state law or the terms of this Amended Contract, or involving any fraudulent, deceptive, or misleading representations or activities of Wellspring, shall become Wellspring's liability, to be paid by Wellspring from funds other than those provided by Fulton County under this Amended Contract or any other agreements between Fulton County and Wellspring.

4. Audited Financial Statements. If Wellspring expends $750,000.00 or more in federal awards during a fiscal year, Wellspring acknowledges that it must comply with federal audit requirements, including the preparation of an audit by an independent certified public accountant. During the term of this Amended Contract, the Parties shall comply with Federal and State laws and regulations regarding confidentiality of participant records and information. If Wellspring expends less than $750,000.00 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by Fulton County and the federal government. Wellspring shall provide Fulton County with a copy of Wellspring's most recent audited financial statements, federal Single Audit report, if applicable, and management letter within thirty (30) days after execution of this Amended Contract and thereafter within nine (9) months following the end of Wellspring's most recently ended fiscal year.

5. Survival. This Article shall survive the expiration or termination of this Amended Contract.

ARTICLE IV. COOPERATION IN MONITORING AND EVALUATION.

1. Fulton County Responsibilities. Fulton County shall monitor, evaluate and provide guidance and direction to Wellspring in the conduct of the Scope of Services performed under this Amended Contract. Fulton County has the responsibility to determine whether Wellspring has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Wellspring to ensure that Wellspring has met such requirements. Fulton County may require Wellspring to take corrective

action if deficiencies are found. Methods to ensure compliance for federal awards made to Wellspring may include pre-award audits, monitoring during the contract and post-award audits.

2. Wellspring Responsibilities. Wellspring shall permit Fulton County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award, and Wellspring agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Amended Contract.

Wellspring shall cooperate fully with any reviews or audits of the activities under this Amended Contract by authorized representatives of Fulton County or the federal government and Wellspring agrees to ensure to the extent possible the cooperation of its agents, employees and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Amended Contract.

ARTICLE V. COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS.

1. Compliance with Prime Award and Subaward. Wellspring shall perform all activities funded by this Amended Contract in accordance with this Amended Contract, Schedule 1 and the applicable contract provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Guidance.

2. Compliance with Applicable Laws. Wellspring shall perform all activities funded by this Amended Contract in accordance with all applicable federal, state and local laws, including without limitation laws which regulate the use of funds allocated under ARPA. The term "federal, state and local laws" as used in this Amended Contract shall mean all applicable statutes, rules, regulations, executive orders, directives or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Term, as well as all such laws which may be enacted or otherwise become effective during the Term. The term "federal, state and local laws" shall include, without limitation, any regulation promulgated pursuant to ARPA.

By entering into this Amended Contract, Wellspring represents and warrants that it is not in violation of any, and complies with all, federal laws and regulations applicable to subawardees of federal funds and maintains all required federal, state and local licenses, certifications, permits and accreditations, including the Uniform Guidance found in 2 C.F.R. 200.

ARTICLE VI. INSURANCE

1. For the construction to expand Wellspring's existing Campus, Wellspring shall obtain at its own expense the insurance required as follows:

   A. Wellspring shall provide a General Liability Insurance policy with contractual liability coverage to cover all operations pursuant to this agreement. The general liability insurance policy shall be in the minimum amount of $1,000,000.00 per occurrence and $1,000,000.00 as the aggregate limit of liability. The policy shall be in effect from the

day on which services commence until final acceptance by Wellspring of all construction of the expansion of Wellspring's existing Campus is completed pursuant to this Agreement and for a period of three (3) years thereafter with the limits noted above. The County shall be named as an additional insured on said policy.

B. Wellspring shall provide the County with the declaration page or blanket endorsement from the policy to confirm the County's status as an additional insured. A certificate of insurance naming the County as an additional insured shall be sent to the County Attorney, along with the declaration page or endorsement from the policy confirming the County's additional insured status. The Certificate of Insurance shall provide for thirty (30) days written notice to the County prior to the cancellation of said insurance.

C. Wellspring shall obtain at its own expense Workers Compensation Insurance to cover all operations pursuant to this agreement in an amount of not less than the statutory limits required by Georgia State Law. A Certificate of Insurance stating that Workers Compensation coverage is in effect for the duration of this agreement shall be sent to the County's legal Counsel.

ARTICLE VII. TERMINATION/SUSPENSION

1. Fulton County may terminate this Amended Contract by giving thirty (30) calendar days written notice to Wellspring and such termination shall be effective upon the 30th day. Notice of termination shall be given to the appropriate Party at the address shown in Article VIII of this Amended Contract.

2. Anything contained herein to the contrary notwithstanding, Fulton County may terminate the Amended Contract effective immediately prior to expiration of the Term where Wellspring commits a material breach of the Amended Contract and fails to cure said breach within the time allotted by Fulton County.

3. Upon expiration of the term of this Amended Contract or termination of the Amended Contract, the Parties shall agree upon any outstanding present and future obligations and performance commitments to one another, and shall arrange for a proper accounting and work plan for any and all such obligations. Upon termination or expiration of the term of this Amended Contract, any remaining, unused portion of the Award Amount shall be returned to Fulton County.

4. <u>Suspension</u>

The County may by written notice to the Wellspring, suspend the use of County funds where it is determined that any portion of work in which County funds are utilized is not progressing on schedule, being performed competently or to industry standards, or activities at the Project site are posing a danger to the safety of the community or the workers or volunteers. Upon receipt of a suspension notice, the Wellspring must:

1) Immediately take correct measures and provide proof to the County that the activity giving rise to the suspension has ceased or has been corrected;

2) Place no further orders or subcontracts for material, services or facilities with respect to the suspended services, other than to the extent required in the notice; and

3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of a notice to resume suspended services, the Wellspring will immediately resume performance under this Agreement as required in the notice.

ARTICLE VIII. NOTICES

1. For purposes of this Amended Contract, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

To Fulton County:
Fulton County Community Development Department
137 Peachtree Street
Atlanta, Georgia 30303

Copy to:
Office of the County Manager
141 Pryor Street, Suite 10062
Atlanta, Georgia 30303

Office of the County Attorney
141 Pryor Street, Suite 4038
Atlanta, Georgia 30303

To Wellspring:
See Notice Address in Schedule 1.

ARTICLE VIII. GENERAL PROVISIONS

1. If any part of this Amended Contract is found to be invalid or unenforceable, or is otherwise stricken, the rest of this Amended Contract shall remain in full force and effect.

2. This Amended Contract constitutes the entire agreement between the Parties. It supersedes any prior oral understandings between them with respect to the matters addressed herein.

3. This Amended Contract may be modified only by written agreement of the Parties, with such modification being subject to approval by the governing bodies of the Parties.

4. Waiver of any term or condition of this Amended Contract shall be effective in writing 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 subsequent breach or waiver of the same term or condition, or a

waiver of any other term or condition of this Amended Contract. Nothing herein shall constitute or be considered a limitation upon or waiver of the Parties' rights under applicable law.

5. This Amended Contract shall inure to the benefits of and be binding upon the Parties hereto, their successors and assigns. This Amended Contract is not intended to create any rights interest, or benefits in third parties.

6. This Amended Contract shall be governed by the laws of the State of Georgia.

7. This Amended Contract 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.

8. This Amended Contract is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third-Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Amended Contract.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this the _____ day of _____, 2023.

FULTON COUNTY, GEORGIA

Approved:

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

Attest:

_____
Tonya R. Grier
Clerk to the Commission

Approved as to Content:

_____
Stanley Wilson
Director
Department of Community Development

Approved as to Form:

_____
Office of the County Attorney

WELLSPRING LIVING, INC.:

Approved:

By:_____
Name: Mary Frances Bowley
Title: Chief Executive Officer

Schedule I

Name of Wellspring: Wellspring Living, Inc.

Wellspring's UEI: J1C9RY31NMX5

Notice Address: 1040 Boulevard Avenue, SE, Suite M, Atlanta, Georgia 30312

Award Amount: $500,000.00

Eligible Use Category: Capital expenditures (construction costs) for adaptations to congregate or group living facilities on Wellspring's existing Campus.

Description of Scope of Work: Wellspring shall utilize the Award Amount to help fund the construction of the expansion of Wellspring's existing Campus where it provides programs and services that address recovery, job training and support through residential and community-based programs for domestic sex trafficking victims and those at risk.

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American Rescue Plan Act
Subrecipient Contract between Fulton County, Georgia and Wellspring Living, Inc.

This **SUBRECIPIENT CONTRACT** ("Contract") is made by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia, having offices at 141 Pryor Street, SE, Atlanta, Georgia 30303 (hereinafter referred to as "Fulton County") and Wellspring Living, Inc., a nonprofit, tax-exempt 501(c)(3) corporation organized under the laws of the State of Georgia ("Subrecipient" or "Wellspring"**),** with offices located at 1040 Boulevard Avenue, SE, Suite M, Atlanta, Georgia 30312 (hereinafter collectively referred to as the "Parties").

WHEREAS, since early 2020, a world-wide emergency has arisen with respect to a novel coronavirus known as SARS-CoV-2 ("COVID-19"), which rapidly spread throughout the world and has continued to have an unprecedented adverse impact on the citizens and communities throughout Fulton County, Georgia, among others; and

WHEREAS, on March 11, 2021, the American Rescue Plan Act of 2021 ("ARPA") (H.R. 1319, 117th Cong.) (2021) was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program; and

WHEREAS, on March 17, 2021, the Fulton County Board of Commissioners adopted Resolution 21-0221 promulgating Fulton County's acceptance of federal funds available to Fulton County from ARPA; and

WHEREAS, on April 1, 2022, the U.S. Department of the Treasury ("Treasury") issued its Final Rule regarding the use of ARPA funds with guidelines, rules, and directives to recipients of ARPA funds; and

WHEREAS, in its Final Rule, Treasury advises that the purpose of ARPA is to provide a substantial infusion of resources to assist the pandemic response, including rebuilding a stronger, more equitable economy as the country recovers; and

WHEREAS, in its Final Rule, Treasury has determined that programs or services that address recovery services, job training and support, as well as housing insecurity, lack of affordable housing, or homelessness are enumerated eligible uses for ARPA funds; and

WHEREAS, in its Final Rule, Treasury has also determined that capital expenditures including adaptations to congregate or group living facilities are eligible uses of ARPA funds; and

WHEREAS, COVID-19 has had a devastating impact on victims and survivors of human trafficking as traffickers took advantage of the global crisis, capitalizing on peoples' loss of income and the increased amount of time both adults and children were spending online; and

WHEREAS, Wellspring's mission is to transform lives of those at risk or victimized by sexual exploitation; and

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WHEREAS, Wellspring provides specialized recovery services on its 8-acre Fulton County campus (the "Campus") through residential and community-based programs for domestic sex trafficking victims and those at risk; and

WHEREAS, Wellspring's immersive Campus provides layers of service, including training and technical assistance, residential care, and transitional housing for women and families; and

WHEREAS, Wellspring Living serves over 300 participants each year, a majority of which are from Fulton County; and

WHEREAS, on September 7, 2022, the Fulton County Board of Commissioners passed Resolution No. 22-0645 allocating a portion of the SLFRF Award it received under ARPA in an amount not to exceed $500,000.00 (Five Hundred Thousand Dollars) for assistance to Wellspring for capital expenditures related to construction to expand Wellspring's Campus; and

WHEREAS, the Parties deem it to be in the best interest of both Parties to enter into this Contract under the terms, obligations and conditions expressed herein.

NOW THEREFORE, in consideration of the mutual benefits to both Parties, it is hereby agreed as follows:

ARTICLE I. PURPOSE AND RELATIONSHIP

1. Purpose. This Contract describes the way in which the Parties will use the ARPA funding allotment in responding to the economic and public health impacts of COVID-19 and efforts to contain impacts on the communities, residents, and businesses in Fulton County.

2. Independent Contractor. The relationship of Subrecipient to Fulton County is that of an independent contractor and not of an employee/employer. Neither this Contract, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship, and neither 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. It is expressly understood that any individual performing services under this Contract on behalf of Subrecipient shall not be deemed to be an employee or independent contractor of Fulton County, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from Fulton County. Subrecipient agrees that it is solely responsible for the reporting and payment of income, Social Security and other employment taxes due to the proper taxing authorities with respect to such personnel.

3. Indemnification. Subrecipient covenants and agrees to indemnify, defend and hold harmless Fulton County, its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, for the invasion of personal and property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act

on the part of the Subrecipient, its officers, agents, or employees in connection with this Agreement. This provision shall survive the expiration or termination of this Contract.

4. Subrecipient. The Parties agree that Fulton County is providing these funds to Wellspring, with Wellspring having the obligation to comply with all applicable requirements where it is deemed a Subrecipient, as defined and described under the Treasury's Final Rule effective April 1, 2022, implementing the SLFRF program, including any federal reporting requirements that may apply.

Subrecipient further acknowledges that it has reviewed the terms and conditions of the ARPA funding for this project and will carry out all program activities and expenditures in accordance with those terms and conditions, in the manner provided by law. Subrecipient will comply with all applicable federal, state and local laws and regulations governing the receipt or use of the federal funding provided under this Agreement, including but not limited to current and future rules and regulations issued by the United States Treasury or other federal agencies in regard to the requirements of ARPA.

ARTICLE II. AWARD AND SCOPE OF SERVICES

1. Term. This Contract is effective upon execution through December 31, 2023.

2. Award. ARPA funding in the amount of **$500,000.00** (the "Award Amount") will be provided by Fulton County to Subrecipient to assist with the cost of construction to expand Wellspring's Campus.

3. Eligible Uses. Fulton County will provide funding in the Award Amount to help fund construction of the expansion of Subrecipient's existing Campus. Capital expenditures including construction for adaptations to congregate or group living facilities are eligible uses. Subrecipient shall continue to provide programs and services at its expanded Campus that address recovery, job training and support.

4. Disbursement. Fulton County will disburse the Award Amount in one installment after execution of this Contract. All invoices subsequently submitted to verify eligible construction expenses are subject to review and approval by the Director of Community Development. Such invoices shall be provided to Stanley Wilson, Director, Fulton County Department of Community Development, 137 Peachtree Street, SW, 1st Floor, Atlanta, GA 30303 by the end of the Contract Term. Copies of all such invoices shall also be provided to Hakeem Oshikoya, Finance Director, Fulton County Department of Finance, 141 Pryor Street, Suite 7001, Atlanta, Georgia 30303 by the end of the Contract Term.

5. Scope of Services. Subrecipient will utilize the Award Amount for the construction of the expansion of Subrecipient's existing Campus so as to continue to provide support for individuals/families at its Campus located in Fulton County for the purpose of the Eligible Use in accordance with the scope of services described in Schedule 1 hereto (the "Scope of Services"). Subrecipient shall spend the Award Amount for the purposes described in Scope of Services, unless other direct changes are agreed to in writing in advance by Fulton County. In no event will

Fulton County be obligated for providing any funding above the total amount of the Award Amount. Subrecipient agrees that no more than ten percent of the Award Amount may be used for administrative purposes. Subrecipient agrees that the Award Amount may not be used to pay the salary of an individual. All ARPA funding must be used for an "Eligible Use Category" cost/service for Subrecipient's clients.

ARTICLE III. REPORTING

1. Maintenance of Records. Subrecipient shall maintain a financial management system and financial records and shall utilize funds received pursuant to this Contract in accordance with all applicable federal and state requirements. Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by Fulton County if required by applicable laws, regulations or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Contract.

Subrecipient must maintain all records, books, papers and other documents related to its performance of the Scope of Services for a period of five years following the termination of this Contract or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Such records shall include the full name of individuals served with ARPA funding and where applicable the date of birth, gender, race, and ethnicity of individual receiving assistance. Subrecipient shall make all records, books, papers and other documents that relate to this Contract available at all reasonable times for inspection, review and audit by the authorized representatives of Fulton County and the federal government, if so requested.

During the term of this Contract, the Parties shall comply will Federal and State laws and regulations regarding confidentiality of participant records and information.

2. Progress Reports. Subrecipient will submit a monthly report of construction progress funded by the ARPA allotment provided by Fulton County within 10 days of the end of each calendar month during the Term of this Contract. The progress report is a performance measurement tool administered to assist with monitoring the program performance and compliance. Fulton County will provide the performance template and due dates to the Subrecipient, and the Subrecipient shall submit the reports electronically. The Subrecipient shall register and maintain an updated profile with SAM.gov. The County reserves the right to request additional project information at any time.

3. Improper Expenditures. Any item of expenditure by Subrecipient under the terms of this Contract which is found by auditors, investigators, and other authorized representatives of Fulton County or the federal government to be improper, unallowable, in violation of federal or state law or the terms of this Contract, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, shall become Subrecipient's liability, to be paid by Subrecipient from funds other than those provided by Fulton County under this Contract or any other agreements between Fulton County and Subrecipient.

4. Audited Financial Statements. If Subrecipient expends $750,000.00 or more in federal awards during a fiscal year, Subrecipient acknowledges that it must comply with federal audit requirements, including the preparation of an audit by an independent certified public accountant. During the term of this Contract, the Parties shall comply with Federal and State laws and regulations regarding confidentiality of participant records and information. If Subrecipient expends less than $750,000.00 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by Fulton County and the federal government. Subrecipient shall provide Fulton County with a copy of Subrecipient's most recent audited financial statements, federal Single Audit report, if applicable, and management letter within thirty (30) days after execution of this Contract and thereafter within nine (9) months following the end of Subrecipient's most recently ended fiscal year.

5. Survival. This Article shall survive the expiration or termination of this Contract.

ARTICLE IV. COOPERATION IN MONITORING AND EVALUATION.

1. Fulton County Responsibilities. Fulton County shall monitor, evaluate and provide guidance and direction to Subrecipient in the conduct of the Scope of Services performed under this Contract. Fulton County has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. Fulton County may require Subrecipient to take corrective action if deficiencies are found. Methods to ensure compliance for federal awards made to the Subrecipient may include pre-award audits, monitoring during the contract and post-award audits.

2. Subrecipient Responsibilities. Subrecipient shall permit Fulton County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Contract.

Subrecipient shall cooperate fully with any reviews or audits of the activities under this Contract by authorized representatives of Fulton County or the federal government and Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Contract.

ARTICLE V. COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS.

1. Compliance with Prime Award and Subaward. Subrecipient shall perform all activities funded by this Contract in accordance with this Contract, Schedule 1 and the applicable contract provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Guidance.

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2. Compliance with Applicable Laws. Subrecipient shall perform all activities funded by this Contract in accordance with all applicable federal, state and local laws, including without limitation laws which regulate the use of funds allocated under ARPA. The term "federal, state and local laws" as used in this Contract shall mean all applicable statutes, rules, regulations, executive orders, directives or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Term, as well as all such laws which may be enacted or otherwise become effective during the Term. The term "federal, state and local laws" shall include, without limitation, any regulation promulgated pursuant to ARPA.

By entering into this Contract, Subrecipient represents and warrants that it is not in violation of any, and complies with all, federal laws and regulations applicable to subawardees of federal funds and maintains all required federal, state and local licenses, certifications, permits and accreditations, including the Uniform Guidance found in 2 C.F.R. 200.

ARTICLE VI. INSURANCE

1. For the construction to expand Subrecipient's existing Campus, Subrecipient shall obtain at its own expense the insurance required as follows:

   A. Subrecipient shall provide a General Liability Insurance policy with contractual liability coverage to cover all operations pursuant to this agreement. The general liability insurance policy shall be in the minimum amount of $1,000,000.00 per occurrence and $1,000,000.00 as the aggregate limit of liability. The policy shall be in effect from the day on which services commence until final acceptance by Subrecipient of all construction of the expansion of Subrecipient's existing Campus is completed pursuant to this Agreement and for a period of three (3) years thereafter with the limits noted above. The County shall be named as an additional insured on said policy.

   B. Subrecipient shall provide the County with the declaration page or blanket endorsement from the policy to confirm the County's status as an additional insured. A certificate of insurance naming the County as an additional insured shall be sent to the County Attorney, along with the declaration page or endorsement from the policy confirming the County's additional insured status. The Certificate of Insurance shall provide for thirty (30) days written notice to the County prior to the cancellation of said insurance.

   C. Subrecipient shall obtain at its own expense Workers Compensation Insurance to cover all operations pursuant to this agreement in an amount of not less than the statutory limits required by Georgia State Law. A Certificate of Insurance stating that Workers Compensation coverage is in effect for the duration of this agreement shall be sent to the County's legal Counsel.

ARTICLE VII. TERMINATION/SUSPENSION

1. Fulton County may terminate this Contract by giving thirty (30) calendar days written notice to Subrecipient and such termination shall be effective upon the 30th day. Notice of termination shall be given to the appropriate Party at the address shown in Article VIII of this Contract.

2. Anything contained herein to the contrary notwithstanding, Fulton County may terminate the Contract effective immediately prior to expiration of the Term where Subrecipient commits a material breach of the Contract and fails to cure said breach within the time allotted by Fulton County.

3. Upon expiration of the term of this Contract or termination of the Contract, the Parties shall agree upon any outstanding present and future obligations and performance commitments to one another, and shall arrange for a proper accounting and work plan for any and all such obligations. Upon termination or expiration of the term of this Contract, any remaining, unused portion of the Award Amount shall be returned to Fulton County.

4. Suspension

The County may by written notice to the Subrecipient, suspend the use of County funds where it is determined that any portion of work in which County funds are utilized is not progressing on schedule, being performed competently or to industry standards, or activities at the Project site are posing a danger to the safety of the community or the workers or volunteers. Upon receipt of a suspension notice, the Subrecipient must:

1) Immediately take correct measures and provide proof to the County that the activity giving rise to the suspension has ceased or has been corrected;

2) Place no further orders or subcontracts for material, services or facilities with respect to the suspended services, other than to the extent required in the notice; and

3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of a notice to resume suspended services, the Subrecipient will immediately resume performance under this Agreement as required in the notice.

ARTICLE VIII. NOTICES

1. For purposes of this Contract, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

To Fulton County:
Fulton County Community Development Department
137 Peachtree Street
Atlanta, Georgia 30303

Copy to:
Office of the County Manager
141 Pryor Street, Suite 10062
Atlanta, Georgia 30303

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Office of the County Attorney
141 Pryor Street, Suite 4038
Atlanta, Georgia 30303

To Subrecipient:
See Notice Address in Schedule 1.

ARTICLE VIII. GENERAL PROVISIONS

1. If any part of this Contract is found to be invalid or unenforceable, or is otherwise stricken, the rest of this Contract shall remain in full force and effect.

2. This Contract constitutes the entire agreement between the Parties. It supersedes any prior oral understandings between them with respect to the matters addressed herein.

3. This Contract may be modified only by written agreement of the Parties, with such modification being subject to approval by the governing bodies of the Parties.

4. Waiver of any term or condition of this Contract shall be effective in writing 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 subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this Contract. Nothing herein shall constitute or be considered a limitation upon or waiver of the Parties' rights under applicable law.

5. This Contract shall inure to the benefits of and be binding upon the Parties hereto, their successors and assigns. This Contract is not intended to create any rights interest, or benefits in third parties.

6. This Contract shall be governed by the laws of the State of Georgia.

7. This Contract 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.

8. This Contract is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third-Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Contract.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this the 17 day of May, 2023.

FULTON COUNTY, GEORGIA

Approved:

DocuSigned by:
Robert L. Pitts
F27C2AECA3094E9...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

WELLSPRING LIVING, INC.:

Approved:

DocuSigned by:
09A56B82322A4E6...

By:
Name: Mary Frances Bowley
Title: Chief Executive Officer

Attest:

DocuSigned by:
Tonya Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

Approved as to Content:

DocuSigned by:
Stanley Wilson
5E4D76DFB4A0450...

Stanley Wilson
Director
Department of Community Development

Approved as to Form:

DocuSigned by:
Denval Stewart
8B574564AFF0466...

Office of the County Attorney

https://fc0365.sharepoint.com/sites/CountyAttorney/CAContracts/Community Development/Wellspring/Wellspring_ARPA contract_3.30.23.docx

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Schedule I

Name of Subrecipient: Wellspring Living, Inc.

Subrecipient's DUNS Number:

Notice Address: 1040 Boulevard Avenue, SE, Suite M, Atlanta, Georgia 30312

Award Amount: $500,000.00

Eligible Use Category: Capital expenditures (construction costs) for adaptations to congregate or group living facilities on Subrecipient's existing Campus.

Description of Scope of Work: Subrecipient shall utilize the Award Amount to help fund the construction of the expansion of Subrecipient's existing Campus where it provides programs and services that address recovery, job training and support through residential and community-based programs for domestic sex trafficking victims and those at risk.

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FULTON COUNTY BOARD OF COMMISSIONERS
RECESS MEETING
May 17, 2023
10:00 AM

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

POST AGENDA MINUTES

This document is tentative, has not been ratified or approved by the Board of Commissioners, and is not binding on the County or any officer.

Scheduled date for ratification: June 7, 2023

CALL TO ORDER: Chairman Robert L. Pitts **10:02 a.m.**

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

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

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.

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CONSENT AGENDA

23-0324 **Board of Commissioners**
Adoption of the Consent Agenda - All matters listed on the Consent Agenda are considered routine by the County Commission and will be enacted by one motion. No separate discussion will take place on these items. If discussion of any Consent Agenda item is desired, the item will be moved to the Recess Meeting Agenda for separate consideration. **(ADOPTED)**

A motion was made by Commissioner Thorne and seconded by Commissioner Hall, to adopt the Consent Agenda. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

23-0325 **Board of Commissioners**
Proclamations for Spreading on the Minutes. **(SPREAD ON THE MINUTES UPON ADOPTION OF THE CONSENT AGENDA)**

Proclamation recognizing "Humanity First USA Duluth Food Pantry Appreciation Day." **(Abdur-Rahman)**
May 6, 2023

Proclamation recognizing "Apostle Colette Lewis Gunby Remembrance Day." **(Abdur-Rahman)**
May 6, 2023

Proclamation recognizing "Valerie Wynter Appreciation Day." **(Hall)**
May 6, 2023

Proclamation recognizing "Student Leadership Johns Creek Secretary of State Ambassadors State Championship Appreciation Day." **(Thorne)**
May 9, 2023

Proclamation recognizing "Eagle Scout Cameron Nainoa Jooho Cha-Choe Appreciation Day." **(Thorne)**
May 13, 2023

Proclamation recognizing "Eagle Scout Nikhil Mahadevan Appreciation Day." **(Thorne)**
May 13, 2023

Proclamation recognizing "Eagle Scout Thejase Suhanthan Appreciation Day." **(Thorne)**
May 13, 2023

Proclamation recognizing "R&B Soul Picnic Weekend." **(Barrett/Ellis/Thorne/Hall/Abdur-Rahman)**
May 13-14, 2023

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Proclamation recognizing “Velma Mae Turner Rainey Appreciation Day.” **(Pitts)**
May 14, 2023

Proclamation recognizing “Eagle Scout Kaivalya Somayajula Appreciation Day.”
(Thorne)
April 22, 2023

Proclamation recognizing “Eagle Scout Grant Spencer Hayes Appreciation Day.”
(Thorne)
April 22, 2023

Proclamation recognizing “Eagle Scout Ray Miyazaki Wade Appreciation Day.”
(Thorne)
April 22, 2023

Commissioners' District Board Appointments

23-0326 **Board of Commissioners**
COMMISSION ON ELDER AFFAIRS **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

Seven (7) appointees by the Board of Commissioners (one for each District); three (3) appointees from each of the non-profit umbrella agencies, which the County contracts with for aging services; and three (3) senior citizens elected by seniors in the three geographical areas of the County. The terms of such members appointed by the Board of Commissioners shall end at the end of the term of the appointing District Commissioner. Such members may continue to serve beyond his/her term until a successor is appointed.

Term = Shall end at the end of the term of the appointing District Commissioner

Terms below expired: 12/31/2022
Mary Blake **(Pitts)**
Rosalind R. Elliott **(Morris)**

Commissioner Barrett nominated Gary Snyder for a District appointment to a term ending December 31, 2026.

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23-0327 **Board of Commissioners**
DEPARTMENT OF FAMILY & CHILDREN SERVICES BOARD **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

The seven (7) members of this board are appointed directly from the County governing authority, effective July 1, 1994, as a result of Senate Bill 469. If the County governing authority fails to make an appointment within 90 days after the vacancy occurs, the DHR Commissioner is authorized to make the appointment. Incumbents whose terms have expired continue to serve until a successor is appointed.

The Official Code of Georgia does not provide any guidance for determining which Commissioner should nominate an appointee in the event of a vacancy. However, the Board of Commissioners adopted a policy at the Recess Meeting, September 18, 1991, item #91-FM-150, assigning one position on the DFACS board to each Commission district.

Term = 5 Years staggered terms

Term below expires: 6/30/2023
Valerie Rogers **(Ellis)**

Vice-Chairman Ellis nominated Monica Jones to replace Valerie Rogers for a District appointment to a term ending June 30, 2028 (effective 7/01/2023).

Open & Responsible Government

23-0328 **Tax Commissioner**
Request approval of the Fulton Industrial Community Improvement District Expansion as certified by the Tax Commissioner. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

23-0329 **Finance**
Ratification of April 2023 Grants Activity Report. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

Health and Human Services

23-0330 **Community Development**
Request approval of a commitment letter to provide $2,100,000.00 to support the development of a 102-unit affordable apartment complex by the Roswell Housing Authority (RHA); and authorize the Chairman to execute the commitment letter. The financing commitment is expressly conditioned on RHA receiving the award of low-income housing tax credits from the Georgia Department of Community Affairs. The funding is 100% grant funded. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

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Infrastructure and Economic Development

23-0331 **Real Estate and Asset Management**
Request approval of a Resolution approving a Right of Access and Use License Agreement between Fulton County, Georgia, a political subdivision of the State of Georgia, and the Center Helping Obesity in Children End Successfully Inc. ("C.H.O.I.C.E.S.") for the purpose of formalizing terms of access to prepare and distribute healthy meals for economically disadvantage families at 2805 Metropolitan Parkway, S.W., Atlanta, Georgia; to authorize the Chairman to execute the Right of Access and Use License Agreement; to authorize the County Attorney to approve the Right of Access and Use License Agreement as to form and to make modifications thereto in order to protect the interests of Fulton County prior to execution; and for other purposes. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

23-0332 **Real Estate and Asset Management**
Request approval of a Temporary Right of Access Agreement between Fulton County, Georgia ("Grantee") and Thuy Thu Doan and Joseph Ford Hoke ("Grantor") for property located at 2900 West Road, South Fulton, Georgia, for the purpose of the County completing environmental testing and due diligence required to complete planned sewer system improvements. To authorize the Chairman to execute the Temporary Right of Access Agreement. To authorize the County Attorney to approve the Temporary Right of Access Agreement as to form and make modifications thereto prior to execution. Effective upon execution through 365 days, unless extended in writing. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

RECESS MEETING AGENDA

23-0333 **Board of Commissioners**
Adoption of the Recess Meeting Agenda. **(ADOPTED AS AMENDED)**

A motion was made by Commissioner Abdur-Rahman and seconded by Commissioner Barrett, to adopt the Recess Meeting Agenda as amended by revising items #23-0335 as requested by Commissioner Abdur-Rahman and #23-0356 as requested by Chairman Pitts. The motion passed by the following vote:

Yea:	Pitts, Barrett, Hall, and Abdur-Rahman
Nay:	Thorne
Absent:	Arrington
Did Not Vote:	Ellis

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23-0334 **Clerk to the Commission**
Ratification of Minutes. **(RATIFIED)**

Recess Meeting Minutes, April 19, 2023
Regular Meeting Post Agenda Minutes, May 3, 2023

A motion was made by Commissioner Hall and seconded by Commissioner Thorne, to ratify the meeting minutes. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

23-0335 **Board of Commissioners**
Presentation of Proclamations and Certificates. **(PRESENTED)**

Proclamation recognizing "Public Works Week." **(Ellis)**

Proclamation recognizing "Fulton County Certified Public Managers Appreciation Day." **(Hall)**

Proclamation recognizing "Deputy Clarence Houston Appreciation Day." **(Hall)**

Proclamation recognizing "Center for Excellence Capstone Student Appreciation Day." **(Hall)**

Proclamation recognizing "Public Safety Memorial Day." **(Abdur-Rahman)**

Proclamation recognizing "Vendorship, Inc. Appreciation Day." **(Abdur-Rahman)**

*Proclamation recognizing "Olga Shumate Appreciation Day." **(Abdur-Rahman)**

**added during the meeting*

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PUBLIC HEARINGS

23-0336 **Board of Commissioners**

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

37 Speakers: State Representative Saira Draper (Yielded Time); Patty Nathan (Board of Registration/Elections); Tricia Gephardt (Board of Registration/Elections); Daniel Jackman (Board of Registration/Elections); Lauren Waits (Board of Registration/Elections); Lawrie Demorest (Board of Registration/Elections); Corwin Monson (Stalking); Cristy Lenz (Board of Registration/Elections); Ruth Wall (Board of Registration/Elections); Jane Zoellick (Board of Registration/Elections); Aileen Nakamura (Board of Registration/Elections); Saya Abney (Board of Registration/Elections); John Evans (Board of Registration/Elections); Kevin Muldowney (Board of Registration/Elections); Matt Rowenczak (Board of Registration/Elections); Melissa Fiorillo (Board of Registration/Elections); Mara Gaudio (Board of Registration/Elections); Sandra Gail Motley Grant (Student & Children Harassment); Jan Meadows (Board of Registration/Elections); Stephanie Ali (Board of Registration/Elections); Parker Short (Board of Registration/Elections); RaShaun Kemp (Board of Registration/Elections); Sabrina Jones (Fulton County Sheriff Office); Eric Richardson (Board of Registration/Elections); B. Rohr (Board of Registration/Elections); Demetris D. Taylor (Board of Registration/Elections); Maggie Goldman (Board of Registration/Elections); Mina Turabi (Board of Registration/Elections); Shenetra Gates (Roswell Housing Authority); Karen Parrish (Roswell Housing Authority); Deborah Scott (Board of Registration/Elections); Ron Shakir (Housing); James S. Davenport (MARTA); Prophet Curtis Hairston

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(Homelessness); Emma Jean Davis (Voting); Kristin Nabers (Board of Registration/Elections); and Margie McLeod (Foster Care)

2 Zoom Speakers: Ben Howard (Senior Services) and Nichola Hines (Board of Registration/Elections); 6 Emailed Comments: Angela Payne (Board of Registration/Elections); Julie Allen (Board of Registration/Elections); Stephanie Miller (Board of Registration/Elections); Beverley Miller (Board of Registration/Elections); Chantel Mullen (Board of Registration/Elections) and Robbie Huff (Board of Registration/Elections)

A motion was made by Commissioner Hall and seconded by Commissioner Abdur-Rahman, to extend the allotted time for Public Comment. The motion passed by the following voice vote:

Yea: Thorne, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

Did Not Vote: Pitts, and Ellis

PRESENTATIONS TO THE BOARD

Metropolitan Atlanta Rapid Transit Authority

23-0337 **Board of Commissioners**
MARTA Quarterly Update **(PRESENTED)**

COUNTY MANAGER'S ITEMS

Open & Responsible Government

23-0338 **County Manager**
Presentation of the Fulton County Operational Report. **(PRESENTED)**

23-0339 **Finance**
Review and approval of May 17, 2023 Budget Soundings. **(APPROVED)**

A motion was made by Vice-Chairman Ellis and seconded by Commissioner Hall, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

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23-0340 **Finance**

Request approval to accept the bid for $200,000,000.00 Tax Anticipation Notes for 2023 and approval of a Resolution which authorizes issuance and sale of the $200,000,000.00 General Fund Tax Anticipation Notes of Fulton County, Georgia. **(APPROVED)**

A motion was made by Commissioner Thorne and seconded by Vice-Chairman Ellis, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

23-0341 **Human Resources Management**

Request approval of updates to the Equal Employment Opportunity and Prejudicial Acts Policy (103-16) to ensure compliance with the Fulton County Crown Act, BOC Resolution 23-0166 and Georgia HB 1390. **(APPROVED)**

A motion was made by Commissioner Hall and seconded by Commissioner Abdur-Rahman, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

23-0342 **Real Estate and Asset Management**

Request approval for the Board of Commissioners, on behalf of the Fulton County Department of Real Estate and Asset Management, to provide a letter of support for inclusion with the City of Atlanta's Federal Highway Administration Charging and Fueling Infrastructure Grant application. **(APPROVED)**

A motion was made by Vice-Chairman Ellis and seconded by Commissioner Hall, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

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23-0343 **Real Estate and Asset Management**

Request approval to utilize a cooperative purchasing contract - Department of Real Estate and Asset Management, OMNIA Partners Contract #3341, Turnkey Installation of HVAC Equipment for 4700 North Point Pkwy, in the amount not to exceed $1,392,282.89 with Trane US, Inc. (Doraville, GA), to provide demolition and removal of eight (8) existing roof-top units (RTUs) and install eight (8) new commercial RTUs at the County-owned facility located at 4700 North Point Parkway, Alpharetta, Georgia 30022. Effective upon BOC approval for 10 months or completion of the replacement/installation project as determined by Fulton County. **(APPROVED)**

A motion was made by Vice-Chairman Ellis and seconded by Commissioner Hall, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

23-0344 **Real Estate and Asset Management**

Request approval to increase the spending authority - Department of Real Estate and Asset Management, ITB#ITB22110K-DJ, Furniture and Installation Services for the Fulton County Central Warehouse in the total amount of $351,522.81 with The Hon Company, LLC c/o Minton Jones Company, Inc. (Muscatine, IA) to cover the costs for Phase II furniture and related components (Emergency Management, Clerk of the Courts, IT, FGTV, DREAM, Police Department, Marshal, and Sheriff's Office) for the Fulton County Central Warehouse located at 5600 Campbellton-Fairburn Road, Atlanta, GA 30213. Effective upon BOC approval. **(APPROVED)**

A motion was made by Commissioner Thorne and seconded by Commissioner Hall, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

Arts and Libraries

23-0345 **Arts and Culture**

Request for the rescission of the approval of a public art contract with David Moore and Adam Deck related to the Rogers Bridge Public Art Project in Johns Creek pursuant to Agenda Item 22-0964 on December 21, 2022. **(APPROVED)**

A motion was made by Commissioner Barrett and seconded by Commissioner Thorne, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

DocuSign Envelope ID: 15B02836-49F9-42C6-B084-E5FD41DC9165

23-0346 **Arts and Culture**

Request approval of a public art contract to commission Allen Peterson to create three site-specific, original works of art at three locations determined by the County using materials reclaimed from the Rogers Bridge, Johns Creek in the amount of $54,700.00, and authorization of the County Attorney to approve the public art contract as to form and to make necessary changes to the contract to protect the County prior to execution. The term is upon BOC approval through December 31, 2024. **(APPROVED)**

A motion was made by Commissioner Barrett and seconded by Commissioner Thorne, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

Health and Human Services

23-0347 **Public Works**

Request approval of the dedication of a Permanent Construction Easement of 23,635.49 square feet and a Temporary Construction Easement of 24,975.35 square feet to Johns Creek, Georgia, from Fulton County, Georgia for the purpose of constructing the Old Alabama Road Trail in Johns Creek, Georgia; to authorize the Chairman to sign the easements and any related documents to complete the deciation; to authorize the County Attorney to approve the easements and any related documents as to form and make necessary modifications prior to execution to protect the County's interests. **(APPROVED)**

A motion was made by Commissioner Thorne and seconded by Commissioner Hall, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

23-0348 **Public Works**

Request approval of a recommended proposal - Department of Public Works 22RFP058A-CJC, Laboratory Information Management Systems in an amount not to exceed $117,105.00 with Ethosoft, Inc. (Norcross, GA) to provide a Laboratory Information Management System. The contract will commence as of the date indicated in the Notice to Proceed (NTP) and shall continue until the sooner of (a) a period of 24 months; (b) Final Acceptance; or (c) the Agreement is terminated as provided herein. **(APPROVED)**

A motion was made by Commissioner Thorne and seconded by Commissioner Barrett, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

DocuSign Envelope ID: 15B02836-49F9-42C6-B084-E5FD41DC9165

23-0349 **Public Works**

Request approval of the lowest responsible bidder - 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. Effective upon BOC approval through December 31, 2023 with two renewal options. **(APPROVED)**

A motion was made by Commissioner Thorne and seconded by Commissioner Hall, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

23-0350 **Community Development**

Request approval of the 2023 Community Services Program (CSP) Evaluation Committee's recommendations in the amount of $6,863,958.00 to the non-profits identified in Attachment "A". CSP funding will support the delivery of essential community services to Fulton County residents in the areas of: Children and Youth Services; Disabilities; Economic Stability/Poverty; Health and Wellness, Homelessness; and Senior Services. **(APPROVED)**

A motion was made by Commissioner Thorne and seconded by Commissioner Hall, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

23-0351 **Community Development**

Request approval of the 2023 Veterans Services Program (VSP) Evaluation Committee's recommendations in the amount of $1,000,000.00 to the non-profits identified in Attachment "A". VSP funding to these non-profits will support the delivery of essential community services to Fulton County Veterans in the areas of Health and Wellness, and Homeless and Housing. **(APPROVED)**

A motion was made by Commissioner Thorne and seconded by Commissioner Hall, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

DocuSign Envelope ID: 15B02836-49F9-42C6-B084-E5FD41DC9165

23-0352 **Community Development**

Request approval of the 2023 Summer Youth Job Training Program (SYJTP) Evaluation Committee's recommendations in the amount of $500,000.00 to the non-profits identified in Attachment "A". SYJTP funding to these non-profits will provide Fulton County teens with the opportunity to gain work experience, develop interpersonal skills, and learn and explore career interests while earning income during the summer. Effective Upon BOC approval. **(APPROVED)**

A motion was made by Commissioner Barrett and seconded by Commissioner Hall, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

23-0353 **Community Development**

Request approval of a contract between Fulton County and Wellspring Living in the amount of $500,000.00 in American Rescue Plan (ARPA) funds for construction purposes to support Wellspring Living's expansion and utilization of a multi-discipline service model covering the full spectrum of needs for victims of sexual exploitation; and to authorize the Chairman to disburse funds and execute and administer contracts, and other related documents consistent with any necessary agreement in support of this funding allotment. **(APPROVED)**

A motion was made by Commissioner Thorne and seconded by Commissioner Hall, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

DocuSign Envelope ID: 15B02836-49F9-42C6-B084-E5FD41DC9165

Justice and Safety

23-0354 **Solicitor General**
Request approval of a Resolution for the Office of the Solicitor General to retain any program fees collected in the administration of the Solicitor's Pretrial Intervention and Diversion Program and to establish that the Solicitor's budget is not reduced by any program fees collected pursuant to said program, and for related purposes. **(APPROVED AS AMENDED)**

a. A motion was made by Commissioner Thorne and seconded by Commissioner Hall, to approve contingent upon the eternal auditors' GASB standards affirmation. The motion passed by the following vote:

Yea: Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

Did Not Vote: Pitts

b. A substitute motion was made by Chairman Pitts and seconded by Commissioner Abdur-Rahman, to hold. The motion failed by the following vote:

Yea: Pitts, and Abdur-Rahman

Nay: Thorne

Absent: Arrington

Did Not Vote: Ellis, Barrett, and Hall

COMMISSIONERS' ACTION ITEMS

23-0320 **Board of Commissioners**
Request approval of a Resolution by the Fulton County Board of Commissioners adopting desired aspirational ~~goals and~~ standards for criminal cases handled within the Fulton County Justice System; urging all elected and appointed officials serving in a Fulton justice capacity to focus their efforts towards meeting these standards; and for other purposes. **(Ellis) (HELD ON 5/3/23) (APPROVED)**

a. A motion was made by Commissioner Hall and seconded by Commissioner Abdur-Rahman, to approve.

Commission Hall withdrew the motion
Commissioner Abdur-Rahman withdrew the second

b. A motion was made by Vice-Chairman Ellis and seconded by Commissioner Thorne, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, and Abdur-Rahman

Nay: Barrett, and Hall

Absent: Arrington

DocuSign Envelope ID: 15B02836-49F9-42C6-B084-E5FD41DC9165

Commissioners' Full Board Appointments

23-0355 **Board of Commissioners**
HOSPITAL AUTHORITY OF FULTON COUNTY (NORTHSIDE) (REF: #23-0254)
(APPROVED)

Term = 4 years

Term below expires: 4/1/2024
Dr. Thomas W. Gable **(BOC Position #2) (Deceased)**

Vice-Chairman Ellis nominated the following slate to be submitted for appointment of one individual to The Board of Trustees of the Hospital Authority of Fulton County (Northside), to fill the unexpired term of Dr. Thomas Gable:

Kenneth Kupke, M.D.
Marc Soneshine, M.D.
Jennifer Amerson, M.D.

A motion was made by Vice-Chairman Ellis and seconded by Commissioner Barrett, to approve. The motion passed by the following vote:

Yea:	Thorne, Ellis, Barrett, Hall, and Abdur-Rahman
Nay:	Pitts
Absent:	Arrington

DocuSign Envelope ID: 15B02836-49F9-42C6-B084-E5FD41DC9165

23-0356 **Board of Commissioners**
BOARD OF REGISTRATION AND ELECTIONS **(APPROVED AS AMENDED)**

The board shall be composed of five members, each of whom shall be an elector and resident of Fulton County, who shall be appointed in the following manner:

(1) Two members shall be appointed by the governing authority of Fulton County from nominations made by the chairperson of the county executive committee of the political party whose candidates at the last preceding regular general election held for the election of all members of the General Assembly received the largest number of votes in this state for members of the General Assembly;
(2) Two members shall be appointed by the governing authority of Fulton County from nominations made by the chairperson of the county executive committee of the political party whose candidates at the election described in paragraph (1) of this section received the second largest number of such votes; and,
~~(3) One member shall be appointed by the governing authority of Fulton County from nominations made by the Fulton County legislative delegation in the General Assembly, which member shall be designated permanent chairperson of the board. The Fulton County legislative delegation shall be composed of all senators and representatives in the General Assembly whose districts are wholly or partially in Fulton County.~~
(3) One member shall be appointed by the governing authority of Fulton County, which member shall be designated permanent chairperson of the board.

Term = 2 Years

Terms below expire: 6/30/2023
Cathy Woolard **(Chair/BOC/Pitts)**
Dr. Kathleen Ruth **(Fulton County Republican Party/BOC)**
Mark Wingate **(Fulton County Republican Party/BOC)**
Aaron Johnson **(Fulton County Democratic Party/BOC)**
Teresa K. Smith Crawford **(Fulton County Democratic Party/BOC)**

Chairman Pitts nominated ~~Lee Morris~~ **Patrise Perkins Hooker to serve as Chair replacing Cathy Woolard for a Full Board appointment effective July 1, 2023, to a term ending June 30, 2025.**

A motion was made by Commissioner Hall and seconded by Commissioner Abdur-Rahman, to approve. The motion passed by the following vote:

Yea: Pitts, Barrett, Hall, and Abdur-Rahman

Did Not Vote: Thorne, Ellis, and Arrington

COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS

23-0357 **Board of Commissioners**
Discussion: Chief Tax Appraiser Update regarding 2023 Assessments **(Ellis)** **(PRESENTED)**

DocuSign Envelope ID: 15B02836-49F9-42C6-B084-E5FD41DC9165

EXECUTIVE SESSION

23-0358 **Board of Commissioners**

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

PRESENT IN THE EXECUTIVE SESSION REGARDING LITIGATION, REAL ESTATE AND PERSONNEL: Chairman Pitts, Vice-Chairman Ellis, Commissioners: Thorne, Barrett, Hall, Arrington, and Abdur-Rahman; County Manager Dick Anderson; County Attorney Y. Soo Jo; Sheriff Pat Labat; Chief Counsel to the Sheriff Amelia Joiner; Deputy Chief Operating Officer Alton Adams; Chief Financial Officer Sharon Whitmore; and Clerk to the Commission Tonya R. Grier.

a. A motion was made by Commissioner Hall and seconded by Commissioner Barrett, to enter into Executive Session. The motion passed by the following vote:

Yea: Pitts, Thorne, Barrett, and Hall

Did Not Vote: Ellis, Arrington, and Abdur-Rahman

b. A motion was made by Commissioner Barrett and seconded by Commissioner Thorne, to approve the request for representation in item #1 as discussed in Executive Session . The motion passed by the following vote:

Yea: Thorne, Ellis, Barrett, and Hall

Absent: Arrington

Did Not Vote: Pitts, and Abdur-Rahman

c. A motion was made by Commissioner Thorne and seconded by Commissioner Barrett, to approve the request for authorization for the Chairman to execute a termination of an IGA Lease Agreement with the Atlanta-Fulton County Recreation Authority after same is approved as to form by the County Attorney, with the notation that this IGA previously terminated by operation of law, but a formal termination is being provided at this time for the purpose of clearing the title record as discussed in item #3 during Executive Session. The motion passed by the following vote:

Yea: Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

Did Not Vote: Pitts

ADJOURNMENT

There being no further business, the meeting adjourned at 4:02 p.m.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0929 **Meeting Date:** 12/20/2023

Department
Community Development

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to amend the Community Development Block Grant CV-3 contract with the City of South Fulton ($330,000.00) to extend the contract end date from December 31, 2023, to December 31, 2024, and increase the amount of rent, mortgage, and utility assistance to allow program participants to receive a maximum of six months of assistance per household. The County Attorney is authorized to approve the contracts as to form and make changes thereto prior to execution.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
O.C.G.A. § 36-10-1 states that all contracts entered into by Fulton County with other partners or persons on behalf of the County shall be in writing and entered on the Board of Commissioners meeting 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.)*
On September 11, 2020, the Board of Commissioners approved a Resolution to accept the Coronavirus Aid, Relief and Economic Security Act (CARES Act) CDBG COVID 19 CV-3 award of $1,710,860 (Agenda Item# 21-0373) to prevent, prepare for, and respond to the coronavirus pandemic for Fulton County's low to moderate income citizens.

The CDBG COVID 19 CV-3 existing agreement to assist the City of South Fulton to respond to citizens in need of rent, mortgage and or utility assistance ($330,000) has an expiration date of December 31, 2023, with a $3,000 maximum assistance cap per citizen. The City of South Fulton has determined the need for individual households is greater and has requested to amend the contract to allow up to a maximum six months Covid assistance per household for rent, mortgage and or utility assistance. In addition, it is requested to extend the contract end date from December 31, 2023 to December 31, 2024.

Scope of Work: Extend the CDBG Covid 19 CV-3 agreement time period from December 31, 2023 to December 31, 2024, and remove the monetary maximum amount per household of $3,000 to allow a maximum of up to six months of assistance per household.

Community Impact: Community Development Block Grant (CDBG) funding will help the City of South Fulton sustain and support low to moderate income communities during the COVID-19 pandemic.

Department Recommendation: Approve the requested action.

Project Implications: Approval of the contract amendment will allow the City of South Fulton to continue assisting individuals and families in need.

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

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1:

865-121-8521-1188-862-GYC3

AMENDMENT NO. 1 TO SUBRECIPIENT AGREEMENT

Subrecipient: **City of South Fulton**

Address: **5440 Fulton**

Industrial Blvd

City, State **South Fulton, GA**

Telephone: **(678)**

E-mail: kkamau@cityofsouthfulton.gov

Contact: **Mayor**

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a subrecipient Agreement ("Agreement") with City of South Fulton ("Subrecipient") to provide Emergency Utility Assistance funds to City of South Fulton residents; and

WHEREAS, CDBG CV-3 CARES Act Agreement was approved by the Fulton County Board of Commissioners ("BOC") on May 19, 2021 Agenda # 21- 0373; and

WHEREAS, Amendment No 1 will extend the current contract term for the CDBG CV-3 CARES Act Agreement as stated to now end on December 31, 2024;

WHEREAS, Amendment No 1 will increase the amount of rent, mortgage and utility assistance a citizen can receive from $3,000 per household to a maximum of six months of assistance per household;

WHEREAS, Subrecipient will complete the activities outlined in the statement of work for an amount not to exceed $330,000 (Three hundred thirty thousand US Dollars and);and

WHEREAS, Subrecipient will be responsible for providing (list activity) as outlined in 'Attachment A: Statement of Work'; and

WHEREAS, this Amendment No. 1 was approved by the Fulton County Board of Commissioners on December 20, 2023, Agenda Item TMP 4289.

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

This Amendment No. 1 to the Agreement is effective as of the 20th day of December, 2023, between the County and the Subrecipient who agree that all services specified will be performed by in accordance with this Amendment No. 2 to the Agreement.

1. **STATEMENT OF WORK:** Services under this Agreement will be completed in accordance with existing contract Statement of Work.

2. **COMPENSATION:** Subrecipient shall receive a total compensation under the existing Agreement in an amount not to exceed $330,000 (Three Hundred thirty thousand US Dollars and 00/100 cents).

3. **LIABILITY OF COUNTY:** This Amendment No. 1 to the Agreement 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, attested to by the Clerk to the Commission and delivered to Subrecipient.

4. **EFFECT OF AMENDMENT NO. 1 TO THE AGREEMENT:** Except as modified by this Amendment No. 1, the Agreement shall remain in full force and effect.

5. **ELECTRONIC SIGNATURES:** Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures

IN WITNESS THEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of
Commissioners

ATTEST:

Tonya R. Grier, Clerk to the
Commission

APPROVED AS TO CONTENT:

Stanley Wilson, Director
Community Development

APPROVED AS TO FORM:

Office of the County Attorney

CITY OF SOUTH FULTON

Khalid Kamau, Mayor
South Fulton

City of South Fulton Attorney

ITEM#:_____RCS:_____ **RECESS MEETING**	**ITEM#:_____RM:_____** **REGULAR MEETING**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0930 **Meeting Date:** 12/20/2023

Department
Community Development

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to amend the Community Development Block Grant CV-3 contract with the City of College Park to extend the contract end date from December 31, 2023 to December 31, 2024 to allow the city additional time to provide citizens in need with rent, mortgage and/or utility assistance. No additional funds are requested. The existing funding level for the contract will not change as a result of this amendment. The County Attorney is authorized to approve the contract amendment as to form and make changes thereto prior to execution.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Official Code of Georgia 36-10-1 states that all contracts entered into by Fulton County with other partners or persons on behalf of the County shall be in writing and entered on the Board of Commissioners meeting 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.)*

On September 11, 2020, the Board of Commissioners approved a Resolution to accept the Coronavirus Aid, Relief and Economic Security Act (CARES Act) CDBG CV-3 award of $1,710,860 (Agenda Item# 21-0373) to prevent, prepare for, and respond to the coronavirus pandemic for

Fulton County's low to moderate income citizens. The CDBG COVID 19 CV-3 funds initially awarded have been exhausted.

On April 12, 2023, the Board of Commissioners approved Amendment 1 to provide additional funds in the amount of $76,427 to existing agreements with City of College Park ($110,000) (Agenda Item# 23-0224). CDBG COVID 19 CV-3 funds assist municipalities to quickly respond to citizens in need of rent, mortgage and or utility assistance.

Scope of Work: Amend the City of College Park CDBG Program COVID-19 CV 3 contract to extend contract end date from December 31, 2023 to December 31, 2024. The contract extension will allow College Park additional time to provide financial assistance to citizens in need of rent, mortgage and or utility assistance.

Community Impact: Community Development Block Grant (CDBG) funding will help municipalities sustain and support low to moderate income communities as a result of the COVID-19 pandemic.

Department Recommendation: Approve the requested action.

Project Implications: Approval of the contract amendment will grant additional time for College Park to assist constituents in need of rent, mortgage and or utility assistance.

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

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1:

865-121-8521-1188-851-GYC3

AMENDMENT NO. 2 TO SUBRECIPIENT AGREEMENT

Subrecipient: **City of College Park**

Address: **3667 Main Street**

City, State **College Park, GA**

Telephone: **(678) 794-4834**

E-mail: **bmotleybroom@collegeparkga.com**

Contact: **Mayor**

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a subrecipient Agreement ("Agreement") with the City of College Park ("Subrecipient") to provide Emergency Utility Assistance funds to the City of College Park residents; and

WHEREAS, CDBG CV-3 CARES Act Agreement was approved by the Fulton County Board of Commissioners ("BOC") on May 19, 2021 Agenda # 21- 0373; and

WHEREAS, Amendment 1 was approved by Fulton County Board of Commissioners ("BOC") on April 12 ,2023 Agenda # 23-0224

WHEREAS, Subrecipient will be responsible for providing (list activity) as outlined in 'Attachment A: Statement of Work'; and

WHEREAS, Subrecipient will complete the activities outlined in the statement of work for an amount not to exceed $76,427.50 (Seventy six thousand four hundred twenty seven US Dollars and 50 cents);and

WHEREAS, Amendment No 2 will extend the current contract term for the CDBG CV-3 CARES Act Agreement as stated to now end on December 31, 2024.

WHEREAS, this Amendment No. 2 was approved by the Fulton County Board of Commissioners on December 20, 2023 Agenda Item TMP 4290.

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

This Amendment No. 2 to the Agreement is effective as of the 20th day of December, 2023, between the County and the Subrecipient who agree that all services specified will be performed by in accordance with this Amendment No. 2 to the Agreement.

1. **STATEMENT OF WORK:** Services under this Agreement will be completed in accordance with existing contract Statement of Work.

2. **COMPENSATION:** Subrecipient shall receive a total compensation under the existing Agreement in an amount not to exceed $76,427.50 (Hundred Thousand Dollars).

3. **LIABILITY OF COUNTY:** This Amendment No. 2 to the Agreement 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, attested to by the Clerk to the Commission and delivered to Subrecipient.

4. **EFFECT OF AMENDMENT NO. 2 TO THE AGREEMENT:** Except as modified by this Amendment No. 1, the Agreement shall remain in full force and effect.

5. **ELECTRONIC SIGNATURES:** Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures

IN WITNESS THEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of
Commissioners

ATTEST:

Tonya Grier, Clerk to the
Commission

APPROVED AS TO CONTENT:

Stanley Wilson, Director
Community Development

APPROVED AS TO FORM:

Office of the County Attorney

CITY OF COLLEGE PARK

Bianca Motley-Broom, Mayor
College Park

City of College Park Attorney

ITEM#:_____RCS:_____ **RECESS MEETING**	**ITEM#:_____RM:_____** **REGULAR MEETING**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0931 **Meeting Date:** 12/20/2023

Department
Community Development

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to amend the Community Development Block Grant CV-3 contract with the City of East Point ($626,427.50) to (a) extend the contract end date from December 31, 2023 to December 31, 2024; and (b) to provide additional funds in the amount of $43,630.60. The County Attorney is authorized to approve the contract amendment as to form and make changes thereto prior to execution.

Requirement for Board Action *(Cite specific Board policy, statute, or code requirement)*
Official Code of Georgia 36-10-1 states that all contracts entered by Fulton County with other partners or persons on behalf of the County shall be in writing and entered on the Board of Commissioners meeting 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.)*

On September 11, 2020, the Board of Commissioners approved a Resolution to accept the Coronavirus Aid, Relief and Economic Security Act (CARES Act) CDBG CV-3 award of $1,710,860 (Agenda Item# 21-0373) to prevent, prepare for, and respond to the coronavirus pandemic for Fulton County's low to moderate income citizens. The Community Development Block Grant

(CDBG) COVID 19 CV-3 funds initially awarded have been exhausted.

On April 12, 2023, the Board of Commissioners approved Amendment 1 to provide additional funds in the amount of $76,42.50 to the existing agreement with the City of East Point ($626,427.50) (Agenda Item# 23-0224). The City of East exhausted all additional funds with a current zero balance.

On November 6, 2023, the Department of Community Development released a CDBG Covid 3 additional funds application to all cities under Cooperation Agreement status. East Point was the only city to apply, and based upon the application review, the Department of Community Development recommends awarding the City of East Point an additional $43,630.60 to assist eligible applicants in need of utility assistance.

Scope of Work: To amend the City of East Point CDBG Program COVID-19 CV 3 contract to (a) extend the contract end date from December 31, 2023 to December 31, 2024; and (b) award an additional $43,630.60 to provide eligible constituents with utility assistance.

Community Impact: Community Development Block Grant (CDBG) funding will help municipalities sustain and support low to moderate income communities.

Department Recommendation: Approve the requested action.

Project Implications: Approval of the contract amendments will increase the Department of Community Development's ability to spend CDBG funds in accordance with the Housing and Urban Development (HUD) spending time frame.

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

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1:

865-121- 8521-1188-852-GYC3

AMENDMENT NO. 2 TO SUBRECIPIENT AGREEMENT

Subrecipient: **City of East Point**

Address: **2757 E. Point Street**

City, State **East Point, GA**

Telephone: **(404) 279-7091**

E-mail: mayor@eastpointcity.org

Contact: **Mayor**

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a subrecipient Agreement ("Agreement") with the City of East Point ("Subrecipient") to provide Emergency Rental, Mortgage, and or Utility Assistance funds to City of East Point residents; and

WHEREAS, CDBG CV-3 CARES Act Agreement was approved by the Fulton County Board of Commissioners ("BOC") on May 19, 2021 Agenda # 21- 0373; and

WHEREAS, Amendment 1 was approved by Fulton County Board of Commissioners ("BOC") on April 12, 2023 Agenda # 23-0224 for additional funds;

WHEREAS, Subrecipient has completed all activities outlined in the statement of work for the Amendment 1 in the amount of $76,427.50 (Seventy six thousand four hundred twenty seven US Dollars and 50 cents);

WHEREAS, Amendment No 2 will extend the current contract term for the CDBG CV-3 CARES Act Agreement as stated to now end on December 31, 2024; and

WHEREAS, Amendment No 2 will provide additional funds in the amount not to exceed $43,630.60 (Forty-three thousand six hundred thirty US Dollars and 60/100 cents).

WHEREAS, Subrecipient will be responsible for providing the activities as outlined in "Attachment A: Statement of Work'; and

WHEREAS, this Amendment No. 2 was approved by the Fulton County Board of Commissioners on December 20, 2023, Agenda Item TMP-4393.

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

This Amendment No. 2 to the Agreement is effective as of the 20th day of December, 2023, between the County and the Subrecipient who agree that all services specified will be performed by in accordance with this Amendment No. 2 to the Agreement.

1. **STATEMENT OF WORK:** Services under this Agreement will be completed in accordance with existing contract Statement of Work.

2. **COMPENSATION:** Subrecipient shall receive additional funds under the existing Amendment 2 in an amount not to exceed $43,630.60 (Forty-three thousand six hundred thirty US Dollars and 60/100 cents).

3. **LIABILITY OF COUNTY:** This Amendment No. 2 to the Agreement 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, attested to by the Clerk to the Commission and delivered to Subrecipient.

4. **EFFECT OF AMENDMENT NO. 2 TO THE AGREEMENT:** Except as modified by this Amendment No. 2, the Agreement shall remain in full force and effect.

5. **ELECTRONIC SIGNATURES:** Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures

IN WITNESS THEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of
Commissioners

ATTEST:

Tonya Grier, Clerk to the
Commission

APPROVED AS TO CONTENT:

Stanley Wilson, Director
Community Development

APPROVED AS TO FORM:

Office of the County Attorney

CITY OF EAST POINT

Deana Holiday Ingraham, Mayor
East Point

City of East Point Attorney

ITEM#:_____RCS:_____ **RECESS MEETING**	**ITEM#:_____RM:_____** **REGULAR MEETING**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0932 **Meeting Date:** 12/20/2023

Department
Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, Georgia and D.R. Horton, Inc. for the purpose granting conditional approval to allow stormwater infrastructure to remain within a portion the County's existing sanitary sewer easement at 0 Butner Road, South Fulton, Georgia 30213.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Fulton County is authorized to grant an encroachment on its sewer easement pursuant to Fulton County Code, Subpart B-Code of Resolutions - Appendix A - Subdivision Regulations, Article IX (Required Improvements), Section 9.5.5(c), which states the following in part: "No retaining wall, building, pole, sign or other vertical structure shall be constructed in sanitary and storm sewer easements, including vehicular access easements around structures, without approval from the [Director of Public Works. Pursuant to O.C.G.A. § 36-5-22.1 (codified in Fulton County Code § 1-117), the Board of Commissioners has exclusive jurisdiction and control over "directing and controlling of all the property of the county, according to law, as the governing authority deems expedient . . . ."

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: D.R. Horton, Inc., the owner of the real property located at 0 Butner Road, South Fulton, Georgia 30213 has requested the conditional approval of the Fulton County Board of Commissioners to allow stormwater infrastructure to remain within the County's existing sanitary sewer easement onsite.

At the request of the fee simple property owner, D.R. Horton, Inc., the Fulton County Department of Real Estate and Asset Management and the Fulton County Department of Public Works request approval to amend the terms of the County's sewer easement for this location.

The Department of Public works has completed an onsite assessment of the encroachment area of approximately 2,000 square feet and confirmed the County's sewer system will not be adversely impacted and can continue to be properly maintained if this encroachment is granted.

The purpose of the Indemnification Agreement is to affirm the terms of Fulton County's conditional approval of the encroachment of private improvements within the County' sewer easement area at 0 Butner Road in South Fulton, Georgia.

Community Impact: The Indemnification Agreement allows Fulton County full access to maintain its sanitary sewer service line while granting the property owner the conditional approval to allow stormwater infrastructure to remain within the County's sewer easement area

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

Project Implications: None.

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

n/a

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

Cross Reference Plat Book 67159, Page 483
Deed Book 56826, Page 530

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this 16th day of May, 2023, between D. R. Horton, Inc., as citizen within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor (hereinafter, as "Owner"), and FULTON COUNTY, a political subdivision of the State of Georgia (hereinafter, "the County").

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

1.

Owner warrants that he is the full and true owner and has clear title to that certain property known as Oakhurst Glen, Phase 4 (enter address), and as more fully described in that certain conveyance recorded in Deed Book 56826, Page 530, of Fulton County, Georgia records, on which Owner desires to install certain private improvements (the "Private Improvements") as more fully described in Exhibit "A", attached hereto and incorporated herein by reference

2.

Previously, Fulton County was granted a sanitary sewer easement, as referenced in and recorded at Plat Book/Deed Book (circle one) 67159, Page 483 of Fulton County, Georgia records, and hereby grants Owner, a License to enter within a portion of its sanitary sewer easement to construct, repair and replace, from time to time as may be needed certain private improvements at his sole cost and responsibility private improvements as same are more fully described in Exhibit "A".

3.

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

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

4.

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

5.

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

6.

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

7.

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

8.

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

9.

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

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

Signatures: _____

Bruce A. Ripper

Owner: D. R. Horton, Inc.
Address: 8800 Roswell Rd B-100

Atlanta, Georgia, 30350

D.R. HORTON, INC. INCORPORATED 1991 DELAWARE

(Authorized Party to Bind Said Entity)

Signed, sealed and delivered in

the presence of:

_____
Unofficial Witness

_____
Notary Public

My Commission Expires: 8-16-2026

(NOTARY SEAL)

(NOTARY STAMP)

FLORA JEAN SMITH NOTARY PUBLIC MY COMMISSION EXPIRES AUGUST 24, 2026 FULTON COUNTY, GEORGIA

Attest:

_____

Clerk of the Commission

FULTON COUNTY, GEORGIA

By: _____

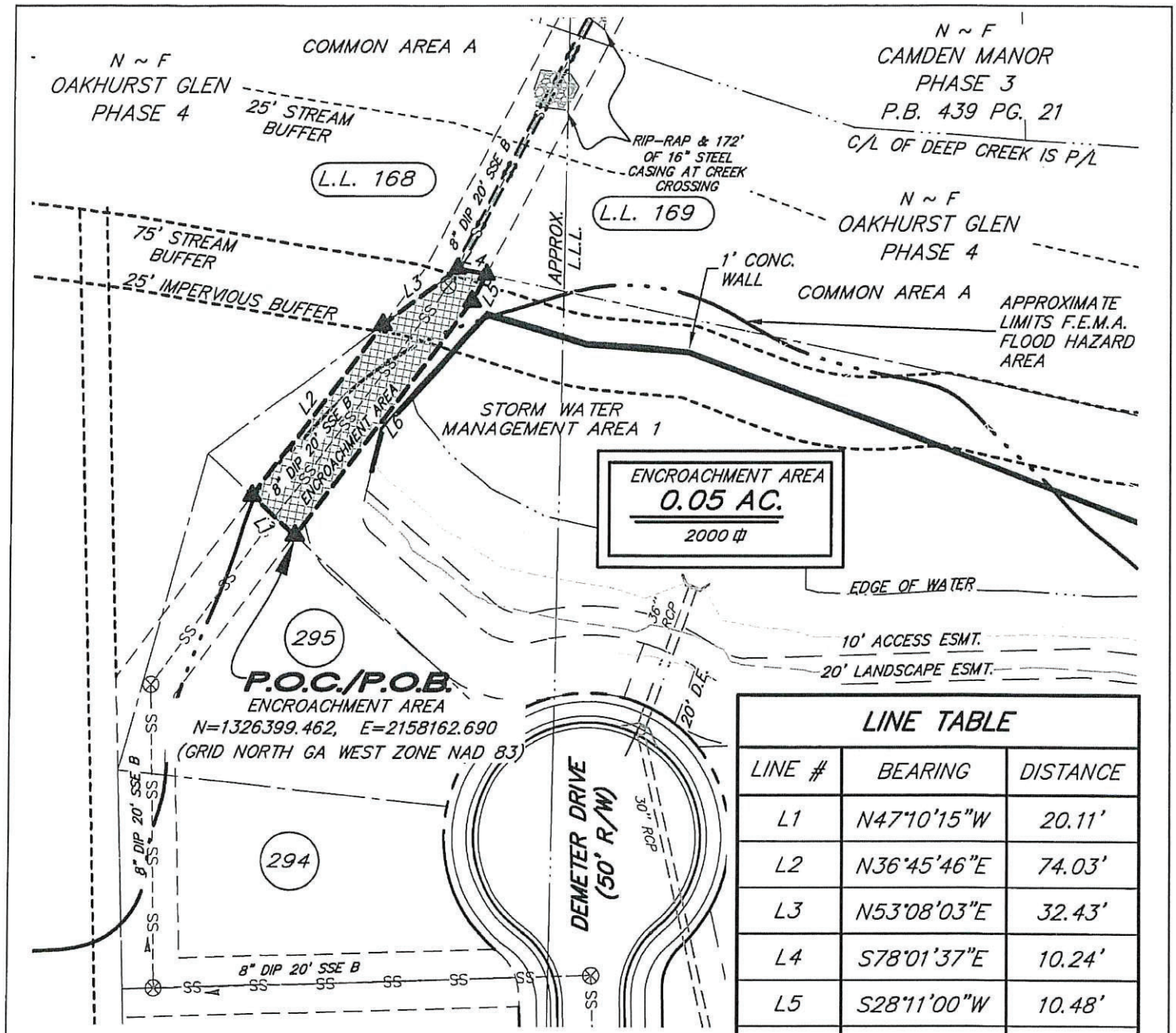
Chairman, Board of Commissioners

APPROVED AS TO CONTENT:

_____
David E. Clark, Director
Department of Public Works

APPROVED AS TO FORM:

_____
County Attorney



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N47°10'15"W	20.11'
L2	N36°45'46"E	74.03'
L3	N53°08'03"E	32.43'
L4	S78°01'37"E	10.24'
L5	S28°11'00"W	10.48'
L6	S36°45'46"W	101.20'

GPS NOTES:

1.) HORIZONTAL DATUM IS NAD 83. VERTICAL DATUM IS NAVD 88.

2.) THE NORTHING, EASTING, AND ELEVATION OF THE STARTING POINTS FOR THIS SURVEY WERE OBTAINED UTILIZING A TRIMBLE 5800 GPS RECEIVER WITH A TRIMBLE TSC2 DATA COLLECTOR RECEIVING RTK CORRECTIONS VIA A CELL PHONE FROM THE EGPS SOLUTIONS REAL TIME NETWORK. THE TECHNIQUE USED WAS RTK CORRECTED MEASUREMENTS FROM THE TRIMBLE VRS REAL TIME NETWORK OPERATED BY EGPS SOLUTIONS, INC. THE RELATIVE POSITIONAL ACCURACY OBTAINED ON THE POINTS UTILIZED IN THIS SURVEY WERE 0.04 FT. HORIZONTAL AND 0.07 FT. VERTICAL AT THE 95% CONFIDENCE LEVEL.

GEORGIA PROFESSIONAL 2784 LAND SURVEYOR CHRISTOPHER A. EVANS

5/16/23

PREPARED IN THE OFFICE OF
GASKINS +LECRAW
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147 REINHARDT COLLEGE PKWY
SUITE 3
CANTON, GA 30114
PHONE - 770.479.6698
FAX - 770.479.0943
www.gaskinslecraw.com
PEF008127

811 Know what's below. Call before you dig.

DRAWN BY: JIC
JOB #: PA101(LECRAW)
DATE: 05/16/2023

CLIENT
D.R. HORTON, INC.
8800 ROSWELL ROAD, BUILDING B, SUITE 100, SANDY SPRINGS, GA 30350

ENCROACHMENT EXHIBIT FOR:
OAKHURST GLEN, PHASE 4
LAND LOT 168
9TH DISTRICT F
CITY OF SOUTH FULTON, FULTON COUNTY, GEORGIA

N
NORTH ARROW
0' 12.5' 25' 50'
SCALE: 1" = 50'

SHEET TITLE
1 OF 2

ALL THAT ENCROACHING EASEMENT AREA WHERE A 20' SANITARY SEWER EASEMENT & A STORMWATER MANAGEMENT AREA OVERLAP LYING AND BEING IN LAND LOT 168 OF THE 9th DISTRICT F, CITY OF SOUTH FULTON, FULTON COUNTY, GEORGIA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE SOUTHEASTERLY SIDE OF SAID 20' SANITARY SEWER EASEMENT INTERSECTS WITH THE SOUTHWESTERLY SIDE OF SAID STOR MWATER MANAGEMENT AREA HAVING STATE PLANE COORDINATES NORTH: 1326399.462, EAST: 2158162.690 (GRID NORTH, GA WEST ZONE, NAD 83);

THENCE PROCEEDING ALONG THE SOUTHWESTERLY SIDE OF SAID STORM WATER MANAGEMENT AREA NORTH 47 DEGREES 10 MINUTES 15 SECONDS WEST A DISTANCE OF 20.11 FEET TO A POINT WHERE THE SOUTHWESTERLY SIDE OF SAID STORM WATER MANAGEMENT AREA INTERSECTS THE NORTHWESTERLY SIDE OF SAID 20' SANITARY SEWER EASEMENT;

THENCE PROCEEDING ALONG THE NORTHWESTERLY SIDE OF SAID 20' SANITARY SEWER EASEMENT NORTH 36 DEGREES 45 MINUTES 46 SECONDS EAST A DISTANCE OF 74.03 FEET TO A POINT WHERE SAID EASEMENT INTERSECTS THE NORTHWESTERLY SIDE OF SAID STORM WATER MANAGEMENT AREA;

THENCE PROCEEDING ALONG THE NORTHWESTERLY SIDE OF SAID STORM WATER MANAGEMENT AREA NORTH 53 DEGREES 08 MINUTES 03 SECONDS EAST A DISTANCE OF 32.43 FEET TO A POINT ON THE NORTHEASTERLY SIDE OF SAID STORM WATER MANAGEMENT AREA ;

THENCE PROCEEDING ALONG THE THE NORTHEASTERLY SIDE OF SAID STORM WATER MANAGEMENT AREA SOUTH 78 DEGREES 01 MINUTES 37 SECONDS EAST A DISTANCE OF 10.24 FEET TO A POINT;

THENCE DEPARTING THE NORTHEASTERLY SIDE OF SAID STORM WATER MANAGEMENT AREA AND PROCEEDING ALONG THE SOUTHEASTERLY SIDE OF SAID 20' SANITARY SEWER EASEMENT SOUTH 28 DEGREES 11 MINUTES 00 SECONDS WEST A DISTANCE OF 10.48 FEET TO A POINT;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY SIDE OF SAID 20' SANITARY SEWER EASEMENT SOUTH 36 DEGREES 45 MINUTES 46 SECONDS WEST A DISTANCE OF 101.20 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

SAID ENCROACHING EASEMENT AREA HAVING AN AREA OF 0.05 ACRES (2,000 SQUARE FEET) MORE OR LESS.

GEORGIA PROFESSIONAL 2784 LAND SURVEYOR CHRISTOPHER A. EVANS

5/8/23

PREPARED IN THE OFFICE OF
GASKINS + LECRAW
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147 REINHARDT COLLEGE PKWY
SUITE 3
CANTON, GA 30114
PHONE - 770.479.6899
FAX - 770.479.7945
www.gaskinslecraw.com
PEF003127

811 Know what's below. Call before you dig.

DRAWN BY:	JIC
JOB #:	PA101(LECRAW)
DATE:	05/16/2023

CLIENT
D.R. HORTON, INC.
8800 ROSWELL ROAD, BUILDING B, SUITE 100, SANDY SPRINGS, GA 30350

ENCROACHMENT DESCRIPTION FOR:
OAKHURST GLEN, PHASE 4
LAND LOT 168
9TH DISTRICT F
CITY OF SOUTH FULTON, FULTON COUNTY, GEORGIA

SHEET TITLE
2 OF 2

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0933 **Meeting Date:** 12/20/2023

Department
Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and Liberty Communities, LLC for the purpose granting conditional approval to allow stormwater infrastructure to remain within a portion the County's existing sanitary sewer easement at 0 Jones Road, South Fulton, Georgia 30213.

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

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

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

Is this a purchasing item?
No

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

Scope of Work: Liberty Communities, LLC, the owner of the real property located at 0 Jones Road,

South Fulton, Georgia 30213 has requested the conditional approval of the Fulton County Board of Commissioners to allow stormwater infrastructure to remain within the County's existing sewer easement onsite.

At the request of the fee simple property owner, Liberty Communities, LLC, the Fulton County Department of Real Estate and Asset Management and the Fulton County Department of Public Works request approval to amend the terms of the County's sewer easement for this location.

The Department of Public works has completed an onsite assessment of the encroachment area of approximately 528 square feet and confirmed the County's sewer system will not be adversely impacted and can continue to be properly maintained if this encroachment is granted.

The purpose of the Indemnification Agreement is to affirm the terms of Fulton County's conditional approval of the encroachment of private improvements within the County' sewer easement area at 0 Jones Road in South Fulton, Georgia.

Community Impact: The Indemnification Agreement allows Fulton County full access to maintain its sanitary sewer service line while granting the property owner the conditional approval to allow stormwater improvements to remain within the County's sewer easement area.

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

Project Implications: No negative impacts to sanitary sewer services or access to maintain the County's onsite sanitary sewer line will result by allowing stormwater infrastructure to remain within a portion of the County's sewer easement.

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

Click here to enter text.

Funding Line 2:

Click here to enter text.

Funding Line 3:

Click here to enter text.

Funding Line 4:

Click here to enter text.

Agenda Item No.: 23-0933 **Meeting Date:** 12/20/2023

Funding Line 5:

Click here to enter text.

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

Cross Reference Deed/Plat Book 65083, Page 287
Deed Book 67296, Page 180

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT made this 26th day of September, 2023, between Liberty Communities, LLC as citizen within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor (hereinafter, as "Owner"), and FULTON COUNTY, a political subdivision of the State of Georgia (hereinafter, "the County").

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

1.

Owner warrants that he is the full and true owner and has clear title to that certain property known as 0 Jones Road, South Fulton, GA 30213 (enter address), and as more fully described in that certain conveyance recorded in Deed Book 65083, Page 287 of Fulton County, Georgia records, on which Owner desires to install certain private improvements (the "Private Improvements") as more fully described in Exhibit "A", attached hereto and incorporated herein by reference

2.

Previously, Fulton County was granted a sanitary sewer easement, as referenced in and recorded at Plat Book/Deed Book (circle one) 67296, Page 180 of Fulton County, Georgia records, and hereby grants Owner, a License to enter within a portion of its sanitary sewer easement to construct, repair and replace, from time to time as may be needed certain private improvements at his sole cost and responsibility, said private improvements as same are more fully described in Exhibit "A" (the :Private Improvements").

3.

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

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

4.

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

5.

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

6.

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

7.

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

8.

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

9.

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

part by the negligent act, negligent omission or willful misconduct of Owner, his employees, subcontractors, or assigns in the performance of this License or Agreement.

10.

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

11.

The License conveyed to Owner by this Agreement shall be binding upon Owner, his assigns, affiliates, and successors. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any provision of this agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

12.

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

13.

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

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

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

OWNER: Liberty Communities, LLC

RE Land Lot(s) 114 & 143, District 7th

Parcel Number: 07050001430263

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

Signatures:

OWNER Liberty Communities LLC

Signed sealed and delivered in the presence of

Dolores W. Allen
Unofficial Witness

Notary Public
My Commission Expires: 01/20/25

(Notary Seal)

(Notary Stamp)

LARISSA TERRY
My Commission Expires
NOTARY PUBLIC
January 20th, 2025
SPALDING COUNTY, GEORGIA

Signature (Authorized Party to Bind Owner Entity)

R Neil Koelbl, Manager
Signatory's Name and Title (printed)

Owner's Address:
175 Country Club 200A
Stockbridge, GA 30281

Attest:

Clerk of Commission

FULTON COUNTY, GEORGIA

By:
Chairman, Board of Commissioners

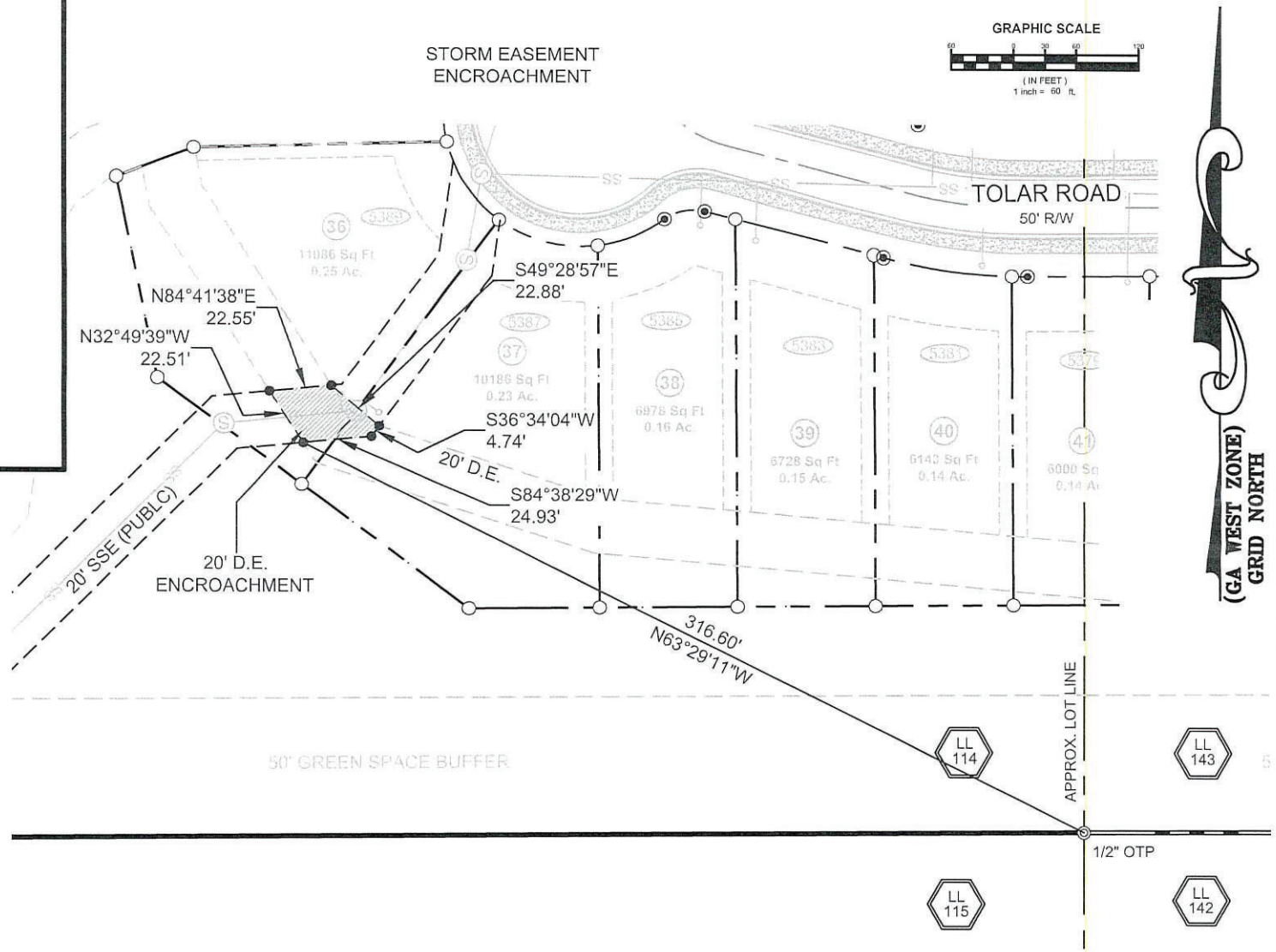
APPROVED AS TO CONTENT:

David E. Clark, Director
Department of Public Works

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT



GEORGIA REGISTERED No. 2960 PROFESSIONAL LAND SURVEYOR KEVIN M. BROWN

9/19/2023

FALCON DESIGN CONSULTANTS, LLC. ALL RIGHTS ARE RESERVED. ANY POSSESSION, REPRODUCTION OR OTHER USE OF THIS DOCUMENT WITHOUT PRIOR WRITTEN PERMISSION FROM FALCON DESIGN CONSULTANTS, LLC. IS EXPRESSLY PROHIBITED.

SHEET NUMBER

1.5

DATE:	9-19-23
SCALE:	1"=60'
FILE NUMBER:	160.071
DRAWN BY:	CPOPP

THIS DOCUMENT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.

REVISIONS

1.
2.
3.
4.

Know what's below. Call before you dig. UTILITIES PROTECTION CENTER 1 (800) 282-7411 THROUGHOUT GEORGIA OR DIAL 811

SEWER EASEMENT EXHIBIT
FOR
CREEKBEND OVERLOOK
(AKA JONES ROAD TRACT)
LOCATED IN:
LAND LOTS 114 & 143, 7TH DISTRICT
FULTON COUNTY, GEORGIA

CIVIL ENGINEERING | LAND PLANNING | LAND SURVEYING
CONSTRUCTION MANAGEMENT | LANDSCAPE ARCHITECT

STOCKBRIDGE OFFICE
235 CORP. CTR. DR., STE 206
STOCKBRIDGE, GEORGIA 30281
Ph (770)389-8666 - Fax (770)389-8656

NEWNAN OFFICE
40 GREENWAY CT., STE A
NEWNAN, GEORGIA 30265
Ph. (770) 755-7978

CUMMING OFFICE
500 PIRKLE FERRY RD., STE C
CUMMING, GEORGIA 30040
Ph. (678) 807-7100

www.fdc-llc.com

THIS BLOCK RESERVED FOR THE
CLERK OF THE SUPERIOR COURT

GEORGIA
REGISTERED
No. 2960
PROFESSIONAL
LAND SURVEYOR
KEVIN M. BROWN

9/19/2023

SURVEY DESCRIPTION CREEKBEND OVERLOOK SEWER EASEMENT DEDICATION

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

COMMENCING AT A 1/2 INCH OPEN TOP PIPE FOUND AT THE COMMON CORNER OF LAND LOTS 114, 115, 143 AND 142.
THENCE, PROCEED SOUTH 89 DEGREES 36 MINUTES 53 SECONDS WEST ALONG THE COMMON LAND LOT LINE OF 114 & 115, 450.55 FEET TO A POINT; SAID POINT BEING THE ***TRUE POINT OF BEGINNING***
THENCE, SOUTH 89 DEGREES 36 MINUTES 53 SECONDS WEST, 161.27 FEET TO A POINT;
THENCE, NORTH 71 DEGREES 36 MINUTES 40 SECONDS WEST, 62.14 FEET TO A POINT;
THENCE, SOUTH 89 DEGREES 41 MINUTES 39 SECONDS EAST, 48.18 FEET TO A POINT;
THENCE, NORTH 89 DEGREES 24 MINUTES 29 SECONDS EAST, 163.79 FEET TO A POINT;
THENCE, NORTH 45 DEGREES 13 MINUTES 48 SECONDS EAST, 200.75 FEET TO A POINT;
THENCE, NORTH 84 DEGREES 39 MINUTES 24 SECONDS EAST, 47.25 FEET TO A POINT;
THENCE, NORTH 36 DEGREES 34 MINUTES 04 SECONDS EAST, 59.41 FEET TO A POINT;
THENCE, NORTH 08 DEGREES 42 MINUTES 24 SECONDS EAST, 34.03 FEET TO A POINT;
THENCE, 27.77 FEET ALONG A CURVE (SAID CURVE HAVING A RADIUS OF 50 FEET AND A CHORD BEARING SOUTH 38 DEGREES 08 MINUTES 23 SECONDS EAST, 27.42 FEET) TO A POINT;
THENCE, SOUTH 08 DEGREES 42 MINUTES 24 SECONDS WEST, 20.24 FEET TO A POINT;
THENCE, SOUTH 36 DEGREES 34 MINUTES 04 SECONDS WEST, 73.25 FEET TO A POINT;
THENCE, SOUTH 84 DEGREES 38 MINUTES 29 SECONDS WEST, 49.01 FEET TO A POINT;
THENCE, SOUTH 45 DEGREES 13 MINUTES 50 SECONDS WEST, 201.79 FEET TO A POINT; SAID POINT BEING THE ***TRUE POINT OF BEGINNING.***
SAID TRACT OR PARCEL CONTAINING 0.24 ACRES (10,492 SQUARE FEET).

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

COMMENCING AT A 1/2 INCH OPEN TOP PIPE FOUND AT THE COMMON CORNER OF LAND LOTS 114, 115, 143 AND 142.
THENCE, PROCEED NORTH 32 DEGREES 24 MINUTES 39 SECONDS WEST ALONG TIE LINE 368.06 FEET TO A POINT; SAID POINT BEING THE ***TRUE POINT OF BEGINNING***
THENCE, NORTH 41 DEGREES 41 MINUTES 23 SECONDS EAST, 37.73 FEET TO A POINT;
THENCE, SOUTH 28 DEGREES 10 MINUTES 59 SECONDS WEST, 21.08 FEET TO A POINT;
THENCE, 14.58 FEET ALONG A CURVE (SAID CURVE HAVING A RADIUS OF 17 FEET AND A CHORD BEARING SOUTH 52 DEGREES 45 MINUTES 24 SECONDS WEST, 14.14 FEET) TO A POINT;
THENCE, 4.02 FEET ALONG A CURVE (SAID CURVE HAVING A RADIUS OF 50 FEET AND A CHORD BEARING SOUTH 75 DEGREES 01 MINUTES 40 SECONDS WEST, 4.02 FEET) TO A POINT; SAID POINT BEING THE ***TRUE POINT OF BEGINNING.***
SAID TRACT OR PARCEL CONTAINING 0.01 ACRES (133.80 SQUARE FEET).

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

COMMENCING AT A 1/2 INCH OPEN TOP PIPE FOUND AT THE COMMON CORNER OF LAND LOTS 114, 115, 143 AND 142.
THENCE, PROCEED NORTH 63 DEGREES 29 MINUTES 11 SECONDS WEST ALONG TIE LINE 316.60 FEET TO A POINT; SAID POINT BEING THE ***TRUE POINT OF BEGINNING***
THENCE, NORTH 32 DEGREES 49 MINUTES 39 SECONDS WEST, 22.51 FEET TO A POINT;
THENCE, NORTH 84 DEGREES 41 MINUTES 38 SECONDS EAST, 22.55 FEET TO A POINT;
THENCE, SOUTH 49 DEGREES 28 MINUTES 57 SECONDS EAST, 22.88 FEET TO A POINT;
THENCE, SOUTH 36 DEGREES 34 MINUTES 04 SECONDS WEST, 4.74 FEET TO A POINT;
THENCE, SOUTH 84 DEGREES 38 MINUTES 29 SECONDS WEST, 24.93 FEET TO A POINT;
SAID POINT BEING THE ***TRUE POINT OF BEGINNING.***

SAID TRACT OR PARCEL CONTAINING 0.01 ACRES (528.00 SQUARE FEET).

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SHEET NUMBER
1.6

DATE:	9-19-23
SCALE:	1"=60'
FILE NUMBER:	160.071
DRAWN BY:	CPOPP

THIS DOCUMENT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.

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Know what's below. Call before you dig.
UTILITIES PROTECTION CENTER
1 (800) 282-7411 THROUGHOUT GEORGIA
OR DIAL 811

SEWER EASEMENT EXHIBIT
FOR
CREEKBEND OVERLOOK
(AKA JONES ROAD TRACT)
LOCATED IN:
LAND LOTS 114 & 143, 7TH DISTRICT
FULTON COUNTY, GEORGIA

CIVIL ENGINEERING · LAND PLANNING · LAND SURVEYING
CONSTRUCTION MANAGEMENT · LANDSCAPE ARCHITECT
STOCKBRIDGE OFFICE
235 CORP. CTR. DR., STE 206
STOCKBRIDGE, GEORGIA 30281
Ph (770)389-8686 · Fax (770)389-8856
NEWNAN OFFICE
40 GREENWAY CT., STE A
NEWNAN, GEORGIA 30265
Ph. (770) 255-7978
CUMMING OFFICE
560 PIRKLE FERRY RD., STE C
CUMMING, GEORGIA 30040
Ph. (678) 303-7100
www.fdc-llc.com

P:\Projects\Neil Koelbl- General Holdings and Liberty\160.071 Creekbend Overlook\SURVEY\dwg\CREEKBEND OVERLOOK FP-00-SEWER EASMENT.dwg, SHEET 7, cpopp, Sep 27, 2023 - 11:34:47am

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0934 **Meeting Date:** 12/20/2023

Department
Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Water Line Easement Dedication of 1,066,085 square feet to Fulton County, a political subdivision of the State of Georgia, from JBGL Atlanta Development 2014, LLC for the purpose of constructing the Wards Crossing Phase 2 Project at 5435 State Bridge Road, Johns Creek, Georgia 30022.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
According to Article XXXIV. - Development Regulations, 34.4.1 Land disturbance permit prerequisites.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*
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 summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: The proposed Wards Crossing Phase 2 Project, a residential subdivision development, requires the installation of a water service line. Fulton County development regulations require that all new water line connections acknowledge Fulton County's ownership interests in the area(s) in which a water service line connection is being made prior to the recording of the Final Plat. The easement area to be conveyed consists of 1,066,085 square feet and is in Land Lots 258, 259, 285 and 286 of the 1st District, 1st Section of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: The community will benefit from the extension of the County's water system and the addition of a new residential subdivision.

Department Issues/Concerns: The Department of Real Estate and Asset Management recommends acceptance of the easement dedication.

Fiscal Impact / Funding Source

Funding Line 1:

n/a

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

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

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

Project Name : Wards Crossing Phase 2
Tax Parcel Identification No.: 11 070002580116 and others – see attached
Land Disturbance Permit No.: 22-020WR
Zoning/Special Use Permit No.: RZ-21-004
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

WATER LINE EASEMENT
(Corporate Form)

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 12th day of October, 2023, between JBGL Atlanta Development 2014, LLC, a corporation duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of $1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a water line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a water line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to FULTON COUNTY and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 258,259,285,286 of the 1st Section (if applicable) of District 1, Fulton County, Georgia, and more particularly described as follows: To wit:

Wards Crossing Phase 2

Project Name

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

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

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

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

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

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

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

Signed, sealed and delivered this 12 day of October, 20 23
in the presence of:

Witness

Notary Public

KRISTY LYN CHANDLER
Notary ID #129770238
My Commission Expires
April 1, 2026

[NOTARIAL SEAL]

GRANTOR: JBGL Atlanta Development 2014, LLC
CORPORATE NAME

By:

Print Name: Bobby Samuel

Title: Vice President

By:

Print Name:

Title:

[CORPORATE SEAL]

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 258 OF THE 1ST DISTRICT, 1ST SECTION, CITY OF JOHNS CREEK, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS DISK FULTON COUNTY GPS MONUMENT #F343 FOUND (N:1460540.54, E:2289021.11) AND PROCEEDING ALONG A TIE-LINE NORTH 28°33'32" WEST 3304.02 FEET TO A HALF INCH REBAR FOUND ON THE NORTHEASTERLY RIGHT-OF-WAY OF STATE BRIDGE ROAD (VARIABLE RIGHT-OF-WAY) AND THE POINT OF BEGINNING.

THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES:

THENCE NORTH 36 DEGREES 24 MINUTES 12 SECONDS WEST A DISTANCE OF 216.76 FEET TO AN IRON PIN SET; THENCE NORTH 36 DEGREES 24 MINUTES 12 SECONDS WEST A DISTANCE OF 49.20 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 973.68 FEET AND AN ARC LENGTH OF 160.03 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 41 DEGREES 13 MINUTES 01 SECONDS WEST AND A CHORD DISTANCE OF 159.85 FEET TO AN IRON PIN SET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 973.68 FEET AND AN ARC LENGTH OF 199.06 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 51 DEGREES 46 MINUTES 55 SECONDS WEST AND A CHORD DISTANCE OF 198.71 FEET TO AN IRON PIN SET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 973.68 FEET AND AN ARC LENGTH OF 150.12 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 62 DEGREES 03 MINUTES 20 SECONDS WEST AND A CHORD DISTANCE OF 149.97 FEET TO AN IRON PIN SET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 973.69 FEET AND AN ARC LENGTH OF 115.49 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 59 DEGREES 51 MINUTES 37 SECONDS WEST AND A CHORD DISTANCE OF 115.42 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE NORTH 62 DEGREES 03 MINUTES 34 SECONDS WEST A DISTANCE OF 61.70 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE NORTH 12 DEGREES 32 MINUTES 16 SECONDS WEST A DISTANCE OF 57.06 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE SOUTH 73 DEGREES 56 MINUTES 56 SECONDS WEST A DISTANCE OF 22.18 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE SOUTH 27 DEGREES 56 MINUTES 26 SECONDS WEST A DISTANCE OF 28.00 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE NORTH 62 DEGREES 03 MINUTES 34 SECONDS WEST A DISTANCE OF 161.28 FEET TO AN IRON PIN SET; THENCE NORTH 62 DEGREES 03 MINUTES 34 SECONDS WEST A DISTANCE OF 144.97 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1074.92 FEET AND AN ARC LENGTH OF 230.54 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 55 DEGREES 54 MINUTES 52 SECONDS WEST AND A CHORD DISTANCE OF 230.10 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE NORTH 40 DEGREES 13 MINUTES 47 SECONDS EAST A DISTANCE OF 24.00 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE NORTH 49 DEGREES 01 MINUTES 13 SECONDS WEST A DISTANCE OF 27.51 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE SOUTH 41 DEGREES 43 MINUTES 47 SECONDS WEST A DISTANCE OF 24.00 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1074.92 FEET AND AN ARC LENGTH OF 122.98 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 44 DEGREES 59 MINUTES 34 SECONDS WEST AND A CHORD DISTANCE OF 122.92 FEET TO AN IRON PIN SET;

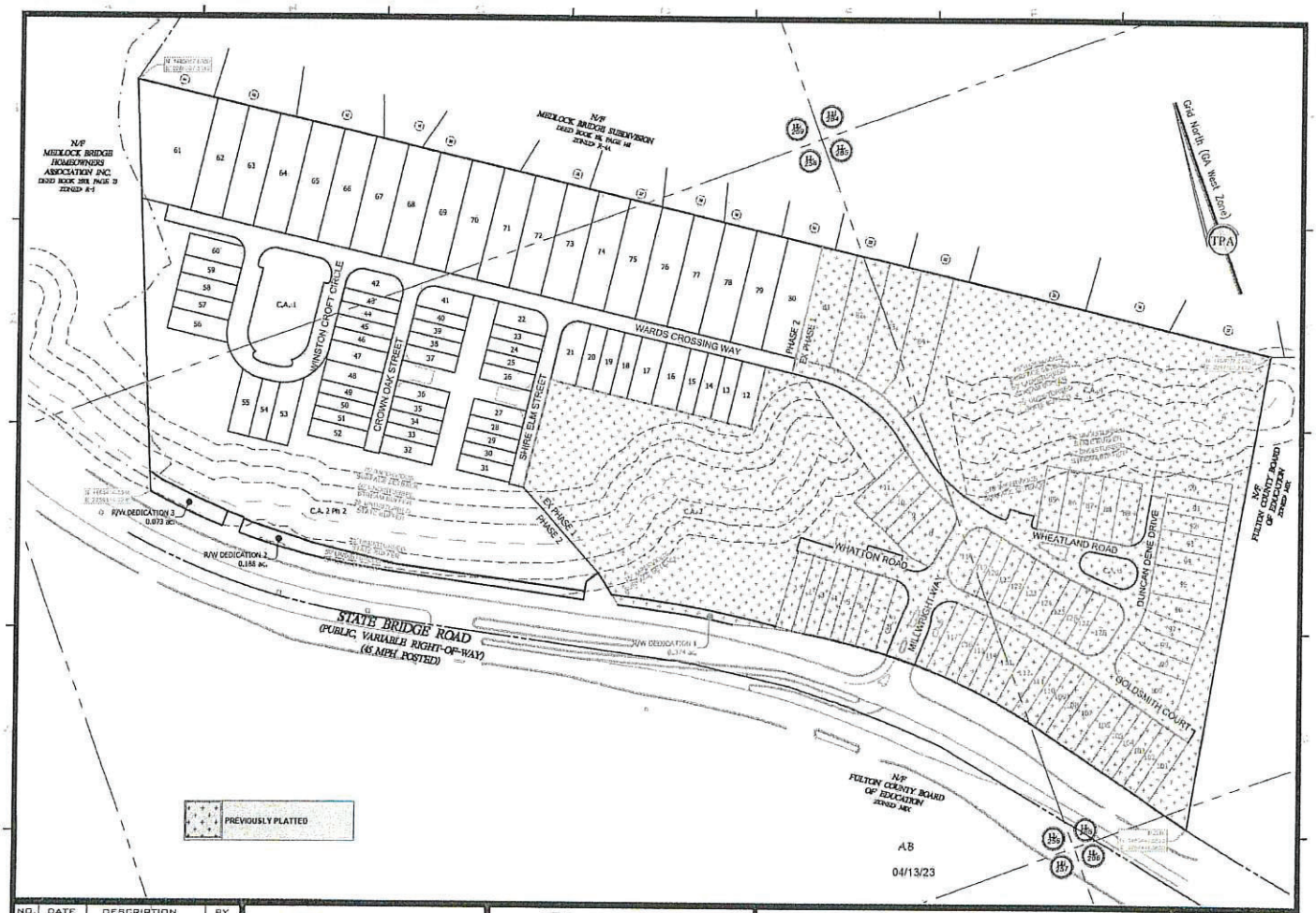
AB
04/13/23
Type text here

THENCE DEPARTING SAID RIGHT-OF-WAY NORTH 17 DEGREES 26 MINUTES 56 SECONDS EAST A DISTANCE OF 626.91 FEET TO A CRIMPED TOP PIPE FOUND; THENCE SOUTH 56 DEGREES 54 MINUTES 02 SECONDS EAST A DISTANCE OF 387.84 FEET TO A CRIMPED TOP PIPE FOUND; THENCE SOUTH 56 DEGREES 28 MINUTES 56 SECONDS EAST A DISTANCE OF 60.01 FEET TO A HALF INCH REBAR FOUND; THENCE SOUTH 56 DEGREES 46 MINUTES 56 SECONDS EAST A DISTANCE OF 1340.64 FEET TO A CRIMPED TOP PIPE FOUND; THENCE SOUTH 29 DEGREES 40 MINUTES 42 SECONDS WEST A DISTANCE OF 731.73 FEET TO A HALF INCH REBAR FOUND ON THE NORTHEASTERLY RIGHT-OF-WAY OF STATE BRIDGE ROAD (VARIABLE RIGHT-OF-WAY) AND THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,066,085 SQUARE FEET OR 24.474 ACRES.

AB

04/13/23



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REVISIONS

Travis Pruitt & Associates, Inc.

4317 Park Drive, Suite 400
Norcross, Georgia 30093
Phone: (770) 416-7511
Fax: (770) 416-6759
www.travispruitt.com

Contact Person: John Merder
Certificate of Authorization Number 613

GEORGIA PROFESSIONAL LAND SURVEYOR No. 2809 TRAVIS N. PRUITT, JR.

GEORGIA REGISTERED PROFESSIONAL ENGINEER No. 25942 JOHN KENDRICK MERDER

For The Firm
Travis Pruitt & Associates, Inc.

Overall Site Plan

Ward's Crossing

Phase 2

5435, 5437, 5515, 5535, 5555, 5565, 0 State Bridge Rd, Johns Creek, GA 30022

City of Johns Creek - Land Lots 258, 259, 285, & 286 - 1st District - 1st Section - Fulton County - Georgia

50 0 100 200 300 400

DATE: 10/25/2022
SCALE: 1" = 100'
LBY: OVERALL SITE PLAN
CN: 1-18-0174 FP Ph 2
JN: 1-18-0174
FN: 116-C-3196
SHEET 5 OF 9

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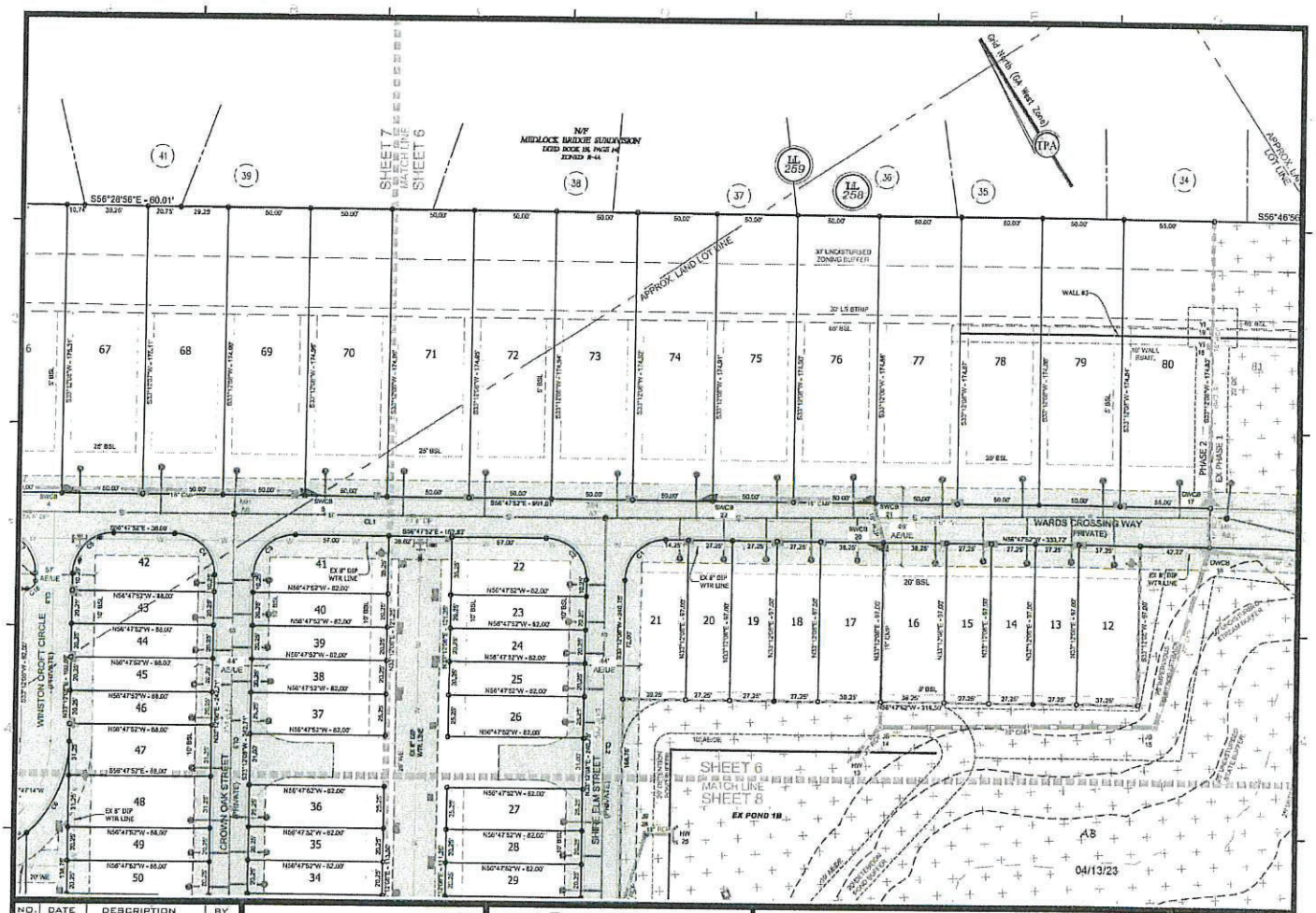

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For The Firm
Travis Pruitt & Associates, Inc.

Final Plat

Ward's Crossing

Phase 2

5435, 5437, 5515, 5535, 5555, 5565, 0 State Bridge Rd, Johns Creek, GA 30022

City of Johns Creek - Land Lots 258, 259, 235, & 286 - 1st District - 1st Section - Fulton County - Georgia

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DATE: 10/25/2022
SCALE: 1"=40'
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JN: 1-18-0174
FN: 116-0-3196
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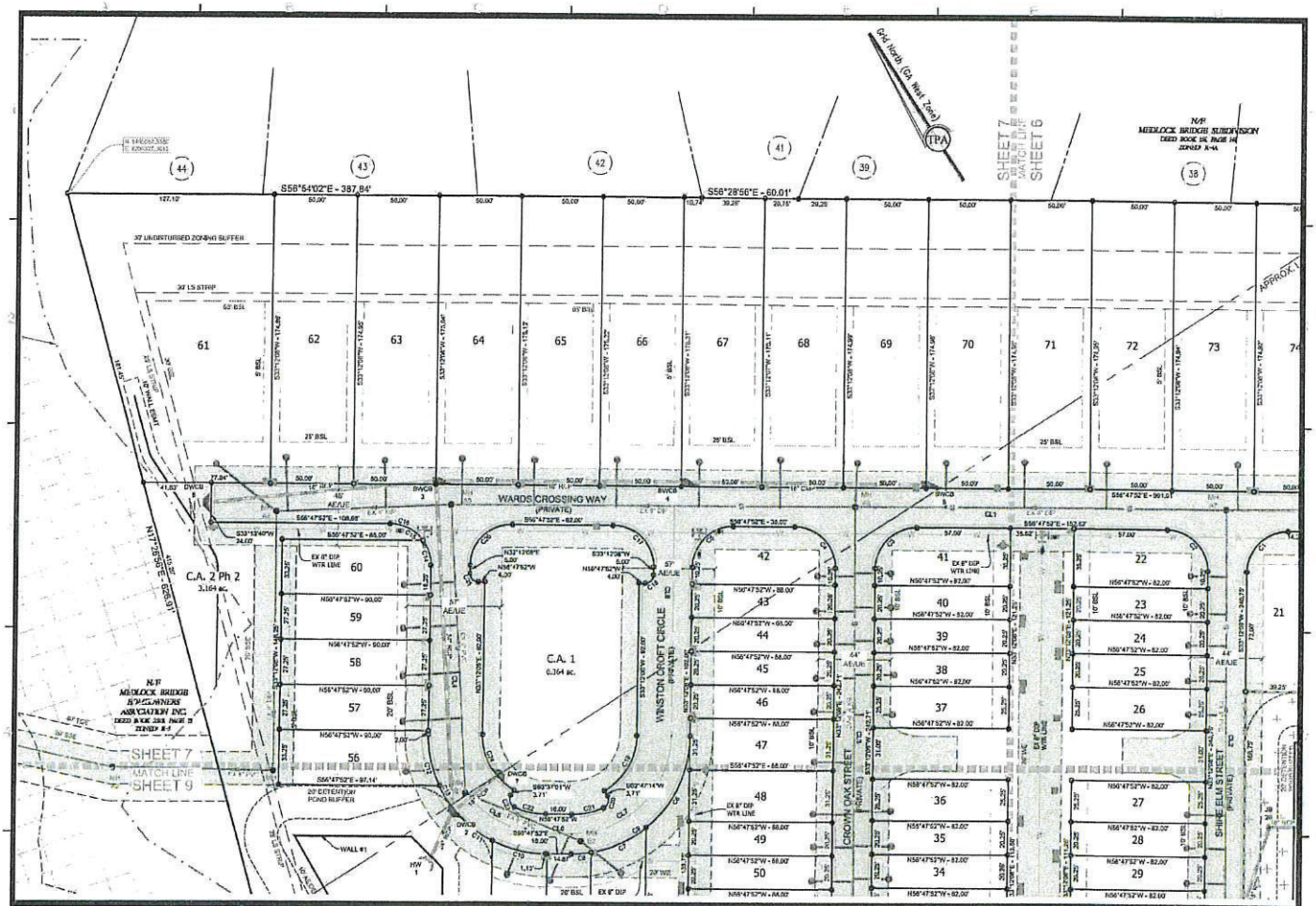

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GEORGIA REGISTERED PROFESSIONAL ENGINEER No. 25942 JOHN KENDRICK MERDER

For The Firm
Travis Pruitt & Associates, Inc.

Final Plat AB

Ward's Crossing

Phase 2 04/13/23

5435, 5437, 5515, 5535, 5555, 5565, 0 State Bridge Rd, Johns Creek, GA 30022

City of Johns Creek - Land Lots 258, 259, 285, & 286 - 1st District - 1st Section - Fulton County - Georgia

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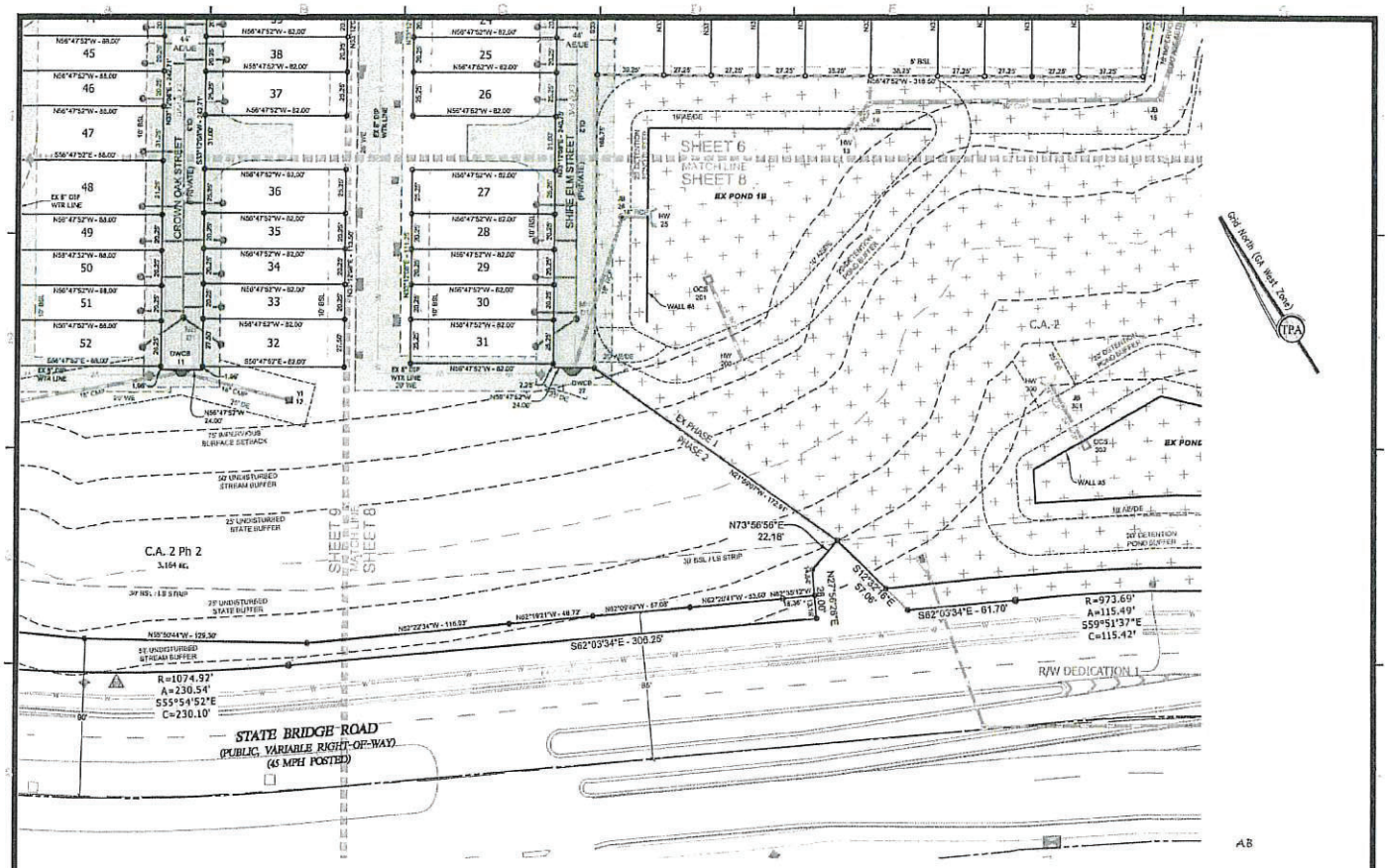

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GEORGIA REGISTERED PROFESSIONAL ENGINEER No. 25542 JOHN HENDRICK MERDER

For The Firm
Travis Pruitt & Associates, Inc.

Final Plat

Ward's Crossing

Phase 2

5435, 5437, 5515, 5535, 5555, 5565, 0 State Bridge Rd, Johns Creek, GA 30022

City of Johns Creek - Land Lots 258, 259, 285, & 286 - 1st District - 1st Section - Fulton County - Georgia

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DATE: 10/25/2022
SCALE: 1"=40'
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DN: 1-18-0174 FP Ph 2
JN: 1-18-0174
FN: 116-C-3196
SHEET 8 OF 9

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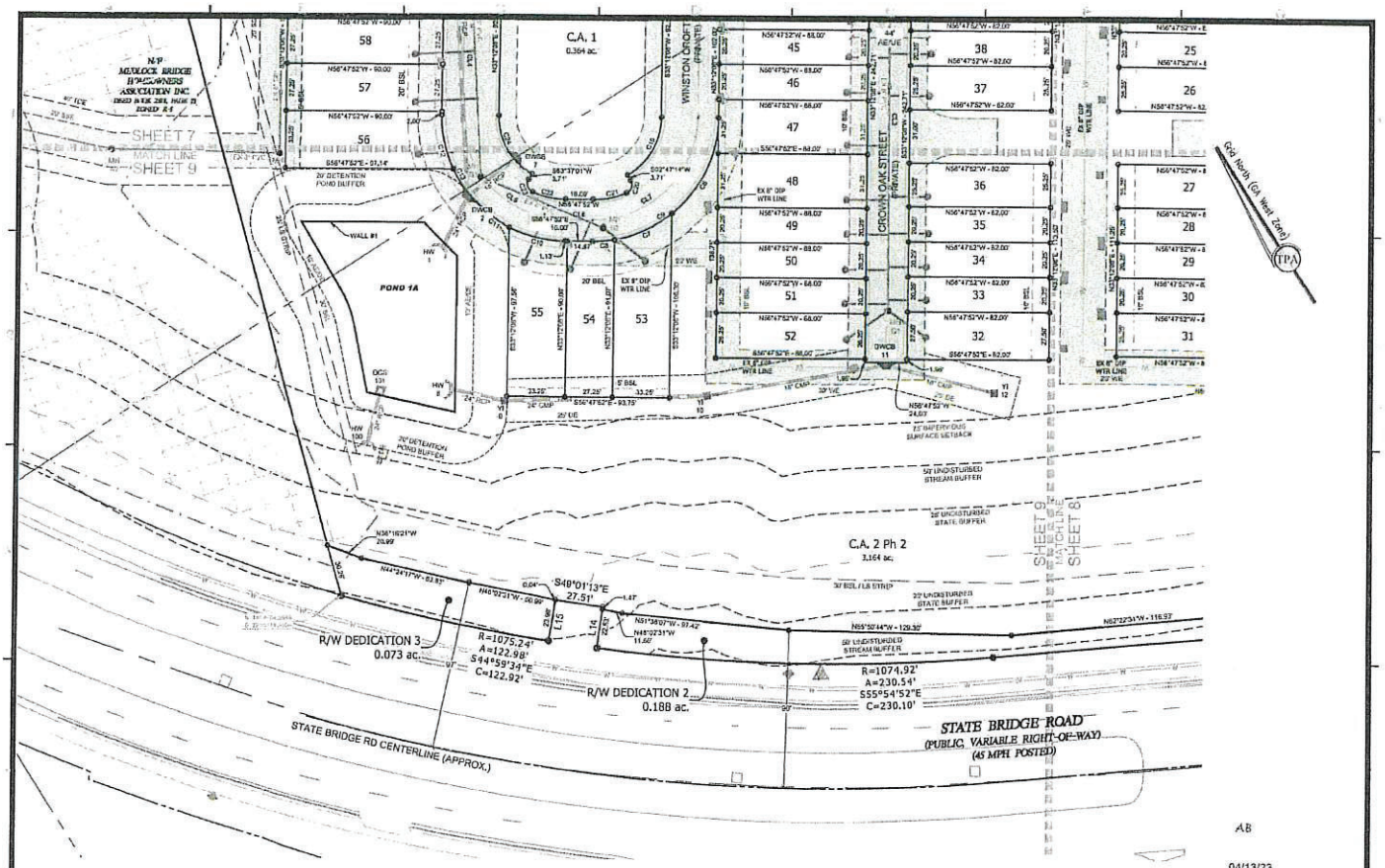

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For The Firm
Travis Pruitt & Associates, Inc.

Final Plat

Ward's Crossing

Phase 2

5435, 5437, 5515, 5535, 5555, 5565, 0 State Bridge Rd, Johns Creek, GA 30022

City of Johns Creek - Land Lots 258, 259, 285, & 286 - 1st District - 1st Section - Fulton County - Georgia

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DATE: 10/25/2022
SCALE: 1"=40'
LSV: FINAL PLAT
DN: 1-18-0174 FP Ph 2
JN: 1-18-0174
FN: 116-C-3196
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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0935 **Meeting Date:** 12/20/2023

Department
Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Sewer Easement Dedication of 1,066,085 square feet to Fulton County, Georgia from JBGL Atlanta Development 2014, LLC, for the purpose of constructing the Wards Crossing Phase 2 Project at 5435 State Bridge Road, Johns Creek, Georgia 30022.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
According to Article XXXIV. - Development Regulations, 34.4.1 Land disturbance permit prerequisites.

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

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

Is this a purchasing item?
No

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

Scope of Work: The proposed Wards Crossing Phase 2 Project, a residential subdivision, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system prior to recording of the Final Plat. The easement area to be conveyed to the County consists of 1,066,085 square feet and located in Land Lots 258, 259, 285 and 286 of the 1st District 1st Section of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

n/a

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

THIS DOCUMENT 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 : Wards Crossing Phase 2
Tax Parcel Identification No.: 11 070002580116 and others – see attached
Land Disturbance Permit No.: 22-020WR
Zoning/Special Use Permit No.: RZ-21-004
(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 12th day of October, 2023, between JBGL Atlanta Development 2014, LLC, a corporation duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of $1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a 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) 258, 259, 285, 286, of the 1st Section (if applicable) of District 1, Fulton County, Georgia, and more particularly described as follows: To wit:

Wards Crossing Phase 2

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 12 day of October, 20 23 in the presence of:

Witness

Notary Public

KRISTY LYN CHANDLER
Notary ID #129770238
My Commission Expires
April 1, 2026

[NOTARIAL SEAL]

GRANTOR: JBGL Atlanta Development 2014, LLC
CORPORATE NAME

By:

Print Name: Bobby Samuel

Title: Vice President

By:

Print Name:

Title:

[CORPORATE SEAL]

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 258 OF THE 1ST DISTRICT, 1ST SECTION, CITY OF JOHNS CREEK, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS DISK FULTON COUNTY GPS MONUMENT #F343 FOUND (N:1460540.54, E:2289021.11) AND PROCEEDING ALONG A TIE-LINE NORTH 28°33'32" WEST 3304.02 FEET TO A HALF INCH REBAR FOUND ON THE NORTHEASTERLY RIGHT-OF-WAY OF STATE BRIDGE ROAD (VARIABLE RIGHT-OF-WAY) AND THE POINT OF BEGINNING.

THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES:

THENCE NORTH 36 DEGREES 24 MINUTES 12 SECONDS WEST A DISTANCE OF 216.76 FEET TO AN IRON PIN SET; THENCE NORTH 36 DEGREES 24 MINUTES 12 SECONDS WEST A DISTANCE OF 49.20 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 973.68 FEET AND AN ARC LENGTH OF 160.03 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 41 DEGREES 13 MINUTES 01 SECONDS WEST AND A CHORD DISTANCE OF 159.85 FEET TO AN IRON PIN SET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 973.68 FEET AND AN ARC LENGTH OF 199.06 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 51 DEGREES 46 MINUTES 55 SECONDS WEST AND A CHORD DISTANCE OF 198.71 FEET TO AN IRON PIN SET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 973.68 FEET AND AN ARC LENGTH OF 150.12 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 62 DEGREES 03 MINUTES 20 SECONDS WEST AND A CHORD DISTANCE OF 149.97 FEET TO AN IRON PIN SET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 973.69 FEET AND AN ARC LENGTH OF 115.49 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 59 DEGREES 51 MINUTES 37 SECONDS WEST AND A CHORD DISTANCE OF 115.42 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE NORTH 62 DEGREES 03 MINUTES 34 SECONDS WEST A DISTANCE OF 61.70 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE NORTH 12 DEGREES 32 MINUTES 16 SECONDS WEST A DISTANCE OF 57.06 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE SOUTH 73 DEGREES 56 MINUTES 56 SECONDS WEST A DISTANCE OF 22.18 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE SOUTH 27 DEGREES 56 MINUTES 26 SECONDS WEST A DISTANCE OF 28.00 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE NORTH 62 DEGREES 03 MINUTES 34 SECONDS WEST A DISTANCE OF 161.28 FEET TO AN IRON PIN SET; THENCE NORTH 62 DEGREES 03 MINUTES 34 SECONDS WEST A DISTANCE OF 144.97 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1074.92 FEET AND AN ARC LENGTH OF 230.54 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 55 DEGREES 54 MINUTES 52 SECONDS WEST AND A CHORD DISTANCE OF 230.10 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE NORTH 40 DEGREES 13 MINUTES 47 SECONDS EAST A DISTANCE OF 24.00 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE NORTH 49 DEGREES 01 MINUTES 13 SECONDS WEST A DISTANCE OF 27.51 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE SOUTH 41 DEGREES 43 MINUTES 47 SECONDS WEST A DISTANCE OF 24.00 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1074.92 FEET AND AN ARC LENGTH OF 122.98 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 44 DEGREES 59 MINUTES 34 SECONDS WEST AND A CHORD DISTANCE OF 122.92 FEET TO AN IRON PIN SET;

AB
04/13/23
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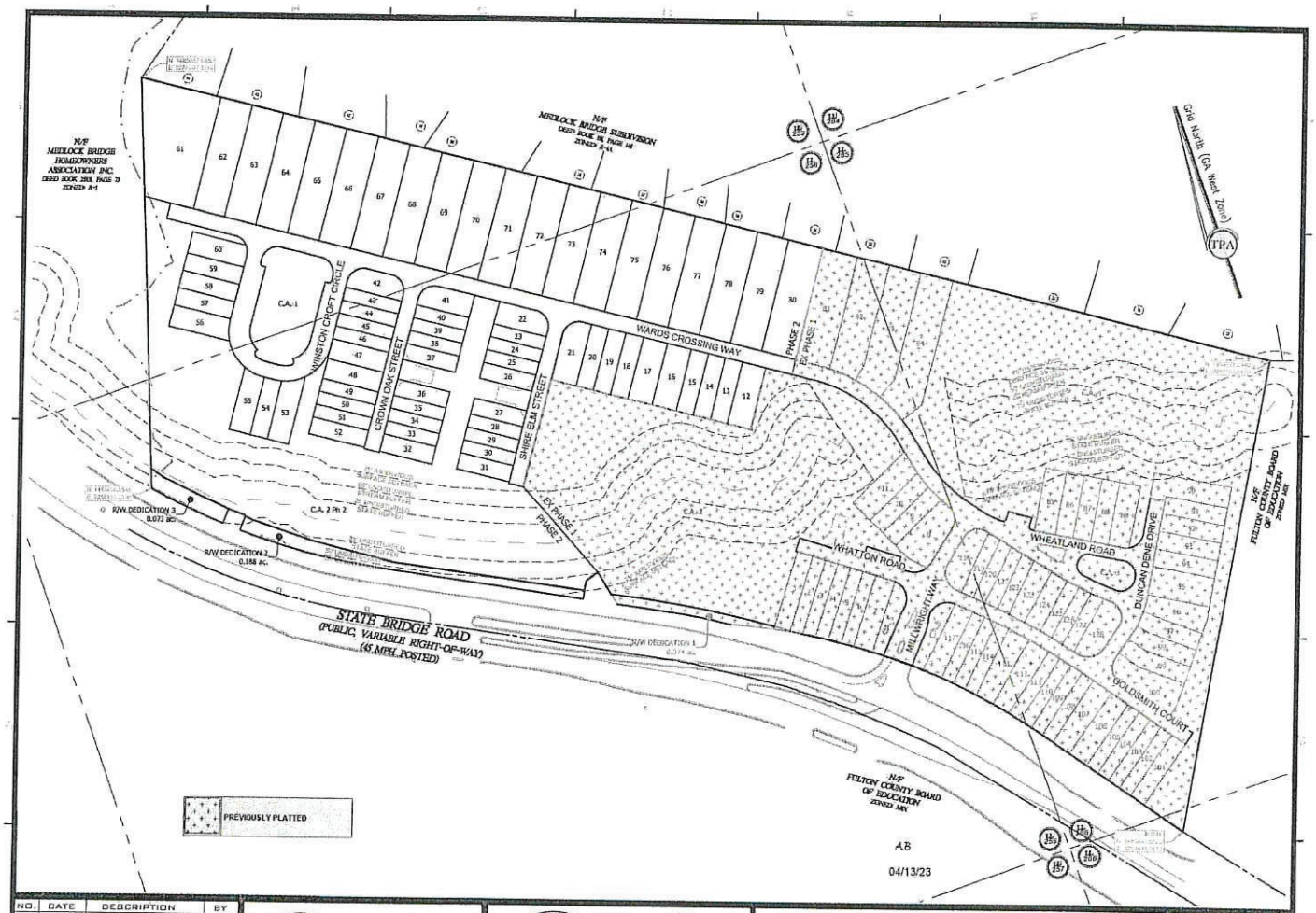
THENCE DEPARTING SAID RIGHT-OF-WAY NORTH 17 DEGREES 26 MINUTES 56 SECONDS EAST A DISTANCE OF 626.91 FEET TO A CRIMPED TOP PIPE FOUND; THENCE SOUTH 56 DEGREES 54 MINUTES 02 SECONDS EAST A DISTANCE OF 387.84 FEET TO A CRIMPED TOP PIPE FOUND; THENCE SOUTH 56 DEGREES 28 MINUTES 56 SECONDS EAST A DISTANCE OF 60.01 FEET TO A HALF INCH REBAR FOUND; THENCE SOUTH 56 DEGREES 46 MINUTES 56 SECONDS EAST A DISTANCE OF 1340.64 FEET TO A CRIMPED TOP PIPE FOUND; THENCE SOUTH 29 DEGREES 40 MINUTES 42 SECONDS WEST A DISTANCE OF 731.73 FEET TO A HALF INCH REBAR FOUND ON THE NORTHEASTERLY RIGHT-OF-WAY OF STATE BRIDGE ROAD (VARIABLE RIGHT-OF-WAY) AND THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,066,085 SQUARE FEET OR 24.474 ACRES.

AB

04/13/23



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REVISIONS

Travis Pruitt & Associates, Inc.
4317 Park Drive, Suite 400
Norcross, Georgia 30093
Phone: (770) 416-7511
Fax: (770) 416-6759
www.travispruitt.com
Contact Person: John Merder
Certificate of Authorization Number 613

GEORGIA PROFESSIONAL LAND SURVEYOR No. 2809 TRAVIS N. PRUITT, JR.

GEORGIA REGISTERED PROFESSIONAL ENGINEER No. 25542 JOHN KENDRICK MERDER

For The Firm
Travis Pruitt & Associates, Inc.

Overall Site Plan

Ward's Crossing

Phase 2

5435, 5437, 5515, 5535, 5555, 5565, 0 State Bridge Rd, Johns Creek, GA 30022

City of Johns Creek - Land Lots 258, 259, 285, & 286 - 1st District - 1st Section - Fulton County - Georgia

50 0 100 200 300 400

DATE: 10/25/2022
SCALE: 1" = 100'
LSV: OVERALL SITE PLAN
CN: 1-18-0174 FP Ph 2
JN: 1-18-0174
FN: 116-C-3196
SHEET 5 OF 9

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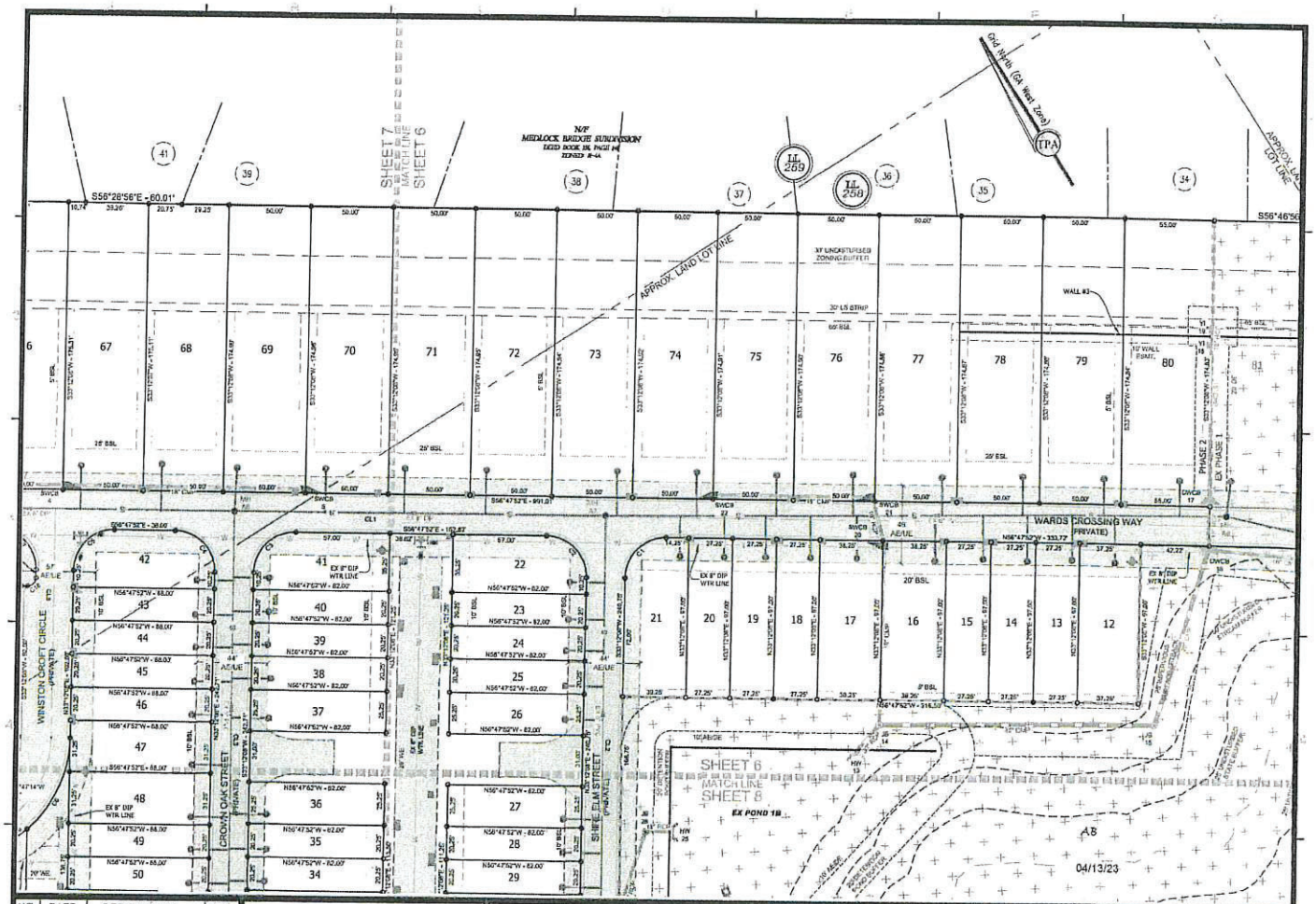

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GEORGIA PROFESSIONAL LAND SURVEYOR No. 2809 TRAVIS N. PRUITT, JR.

GEORGIA REGISTERED PROFESSIONAL ENGINEER No. 25642 JOHN KENDRICK MERDER

For The Firm
Travis Pruitt & Associates, Inc.

Final Plat

Ward's Crossing

Phase 2

5435, 5437, 5515, 5535, 5555, 5565, 0 State Bridge Rd, Johns Creek, GA 30022

City of Johns Creek - Land Lots 258, 259, 285, & 286 - 1st District - 1st Section - Fulton County - Georgia

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DATE: 10/25/2022
SCALE: 1"=40'
LSV: FINAL PLAT
CN: 1-18-0174 FP PH 2
JN: 1-18-0174
FN: 116-C-3196
SHEET 6 OF 9

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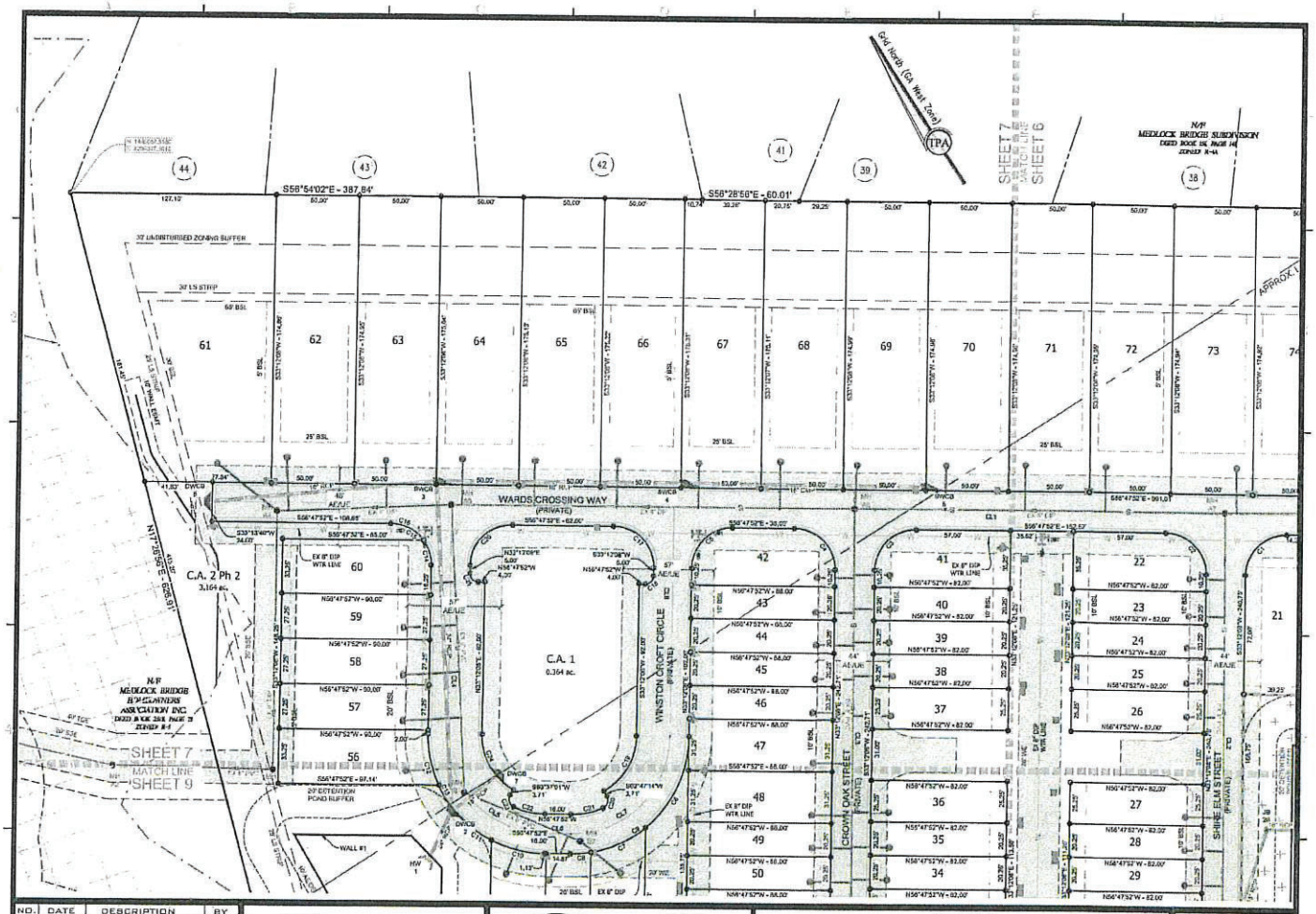

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GEORGIA REGISTERED PROFESSIONAL ENGINEER No. 25942 JOHN KENDRICK MERDER

For The Firm
Travis Pruitt & Associates, Inc.

Final Plat — AB

Ward's Crossing

Phase 2 — 04/13/23

5435, 5437, 5515, 5535, 5555, 5565, 0 State Bridge Rd, Johns Creek, GA 30022

City of Johns Creek - Land Lots 258, 259, 285, & 286 - 1st District - 1st Section - Fulton County - Georgia

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DATE: 10/25/2022
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JN: 1-18-0174
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SHEET 7 OF 9

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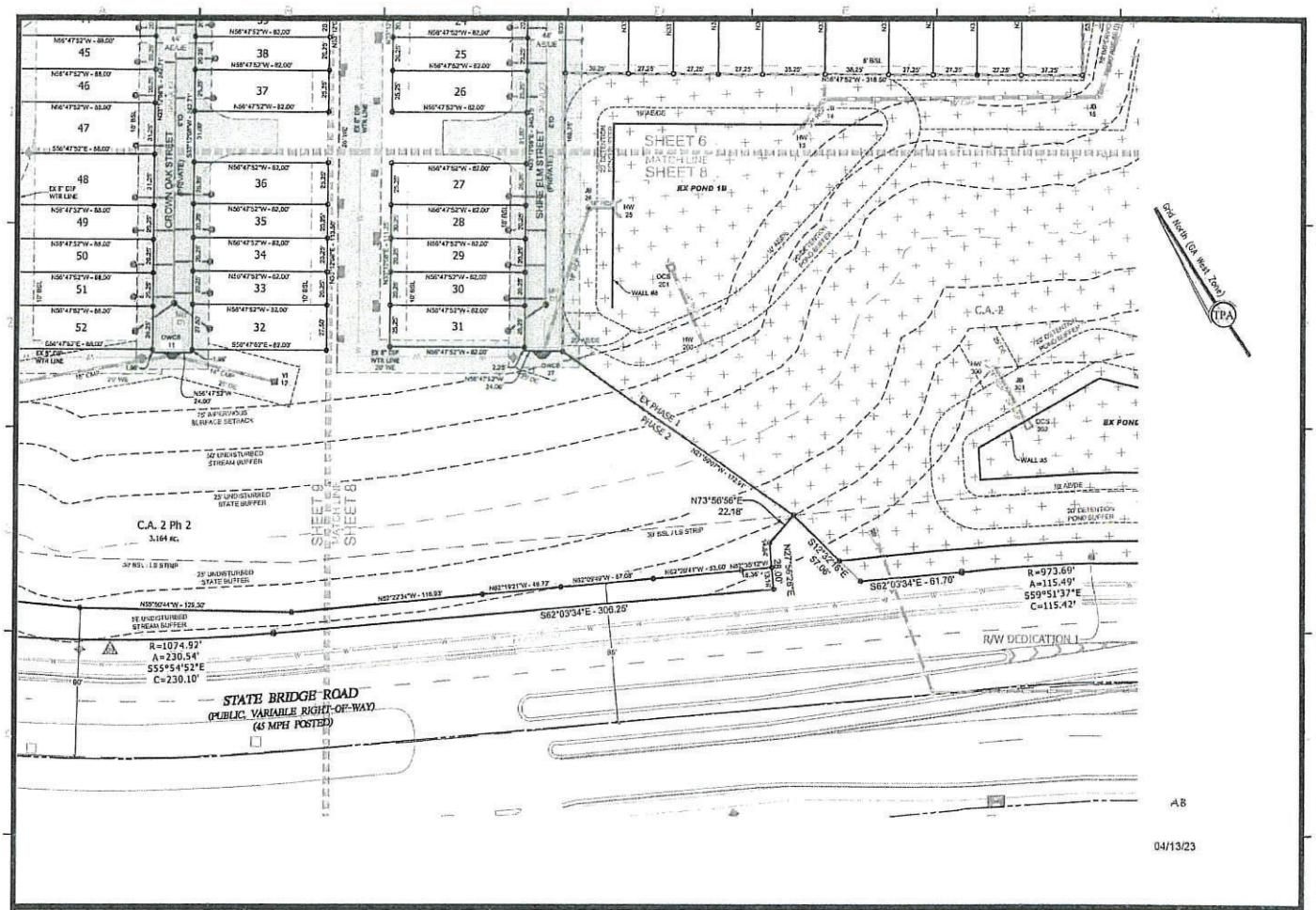

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GEORGIA REGISTERED PROFESSIONAL ENGINEER No. 25942 JOHN KENDRICK MERDER
For The Firm
Travis Pruitt & Associates, Inc.

Final Plat

Ward's Crossing

Phase 2

5435, 5437, 5515, 5535, 5555, 5565, 0 State Bridge Rd, Johns Creek, GA 30022

City of Johns Creek - Land Lots 258, 259, 285, & 286 - 1st District - 1st Section - Fulton County - Georgia

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DATE: 10/25/2022
SCALE: 1"=40'
LSV: FINAL PLAT
GN: 1-18-0174 FP PH 2
JN: 1-18-0174
FN: 116-0-3196
SHEET 8 OF 9

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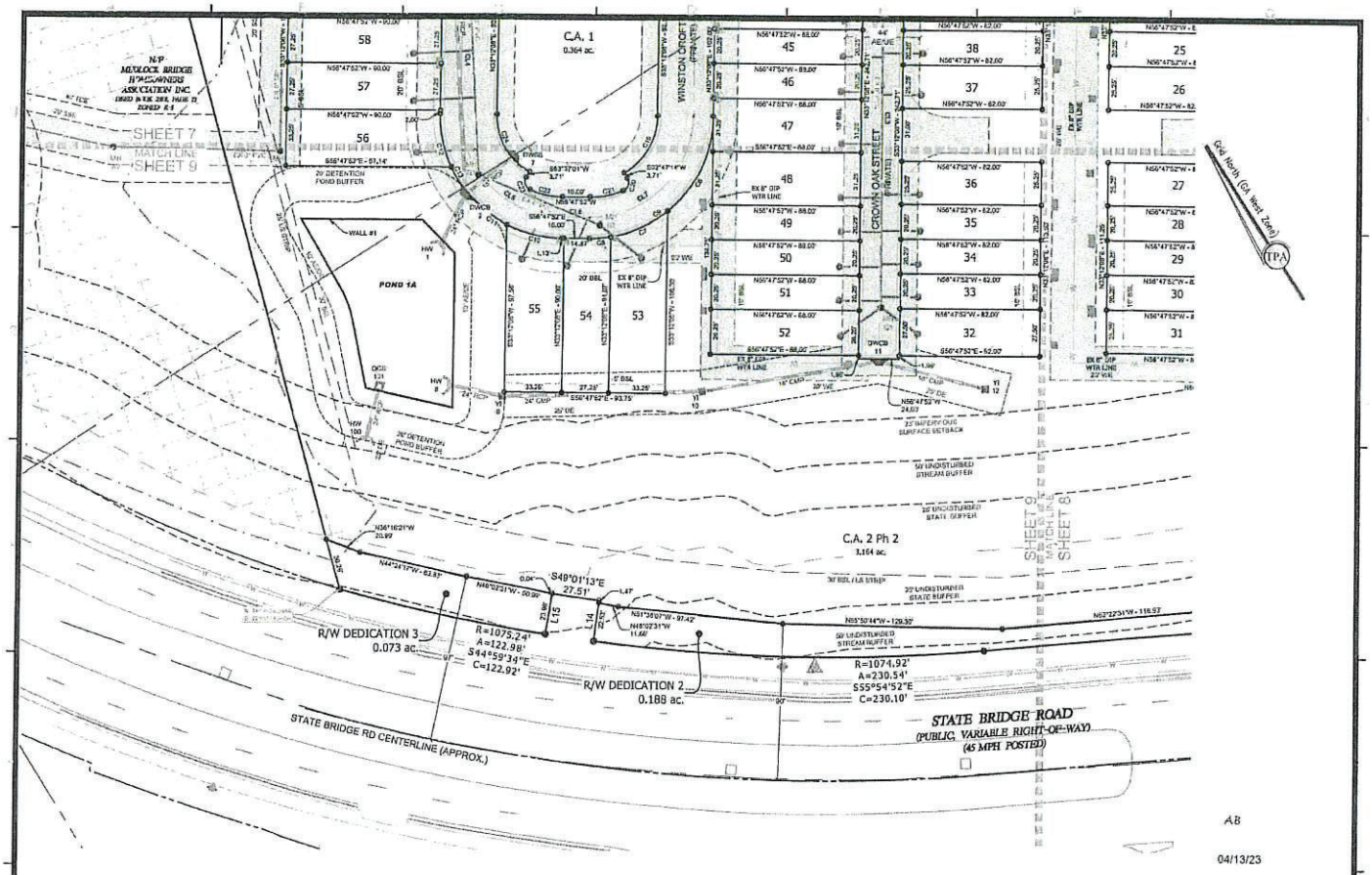

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Contact Person: John Mercier
Certificate of Authorization Number 613

GEORGIA PROFESSIONAL LAND SURVEYOR No. 2805 TRAVIS N. PRUITT, JR.

GEORGIA REGISTERED PROFESSIONAL ENGINEER No. 25942 JOHN KENDRICK MERCIER

For The Firm
Travis Pruitt & Associates, Inc.

Final Plat

Ward's Crossing

Phase 2

5435, 5437, 5515, 5535, 5555, 5565, 0 State Bridge Rd, Johns Creek, GA 30022

City of Johns Creek - Land Lots 258, 259, 285, & 286 - 1st District - 1st Section - Fulton County - Georgia

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SCALE: 1"=40'
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DN: 1-18-0174 FP Ph 2
JN: 1-18-0174
FN: 116-C-3196
SHEET 9 OF 9

04/13/23

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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0936 **Meeting Date:** 12/20/2023

Department
Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Water Line Easement Dedication of 1,066,085 square feet to Fulton County, Georgia from JBGL Atlanta Development 2014, LLC, for the purpose of constructing the Wards Crossing Phase 1 Project at 5435 Jones Bridge Road, Johns Creek, Georgia 30022.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
According to Article XXXIV. - Development Regulations, 34.4.1 Land disturbance permit prerequisites.

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

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

Is this a purchasing item?
No

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

Scope of Work: The proposed Wards Crossing Phase I Project, a residential subdivision development, requires the installation of a water service line. Fulton County development regulations require that all new water connections acknowledge Fulton County's ownership interests in the area (s) in which a water service line connection is being made prior to recording of the Final Plat. The easement area to be conveyed consists of 1,066,085 square feet and is in Land Lots 258, 259, 285 and 286 of the 1st District, 1st Section of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

n/a

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

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

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

Project Name: Wards Crossing Phase 1
Tax Parcel Identification No.: 11 070002580116 and others - see next page
Land Disturbance Permit No.: 22-020 WR
Zoning/Special Use Permit No.: RZ-21-004
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

WATER LINE EASEMENT
(Corporate Form)

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 12th day of December, 2022, between JGBL Atlanta Development 2014, LLC, a corporation duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of $1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a water line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a water line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to FULTON COUNTY and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 258,259,285,286, 1 Section (if applicable) of District 1, Fulton County, Georgia, and more particularly described as follows: To wit:

Wards Crossing Phase 1

Project Name

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

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

Wards Crossing Phase 1 Tax Parcels:

- 11 070002580116
- 11 070002590206
- 11 070002580173
- 11 070002580249
- 11 070002580231
- 11 070002580132
- 11 070002580140
- 11 082002850175
- 11 082002850183

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

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

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

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

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

Signed, sealed and delivered this 12th day of December, 20 22 in the presence of:

Taylor Rey
Witness

Kathryn Odom
Notary Public

[NOTARIAL SEAL]

KATHRYN ODOM
Notary Public, State of Texas
Comm. Expires 01-22-2024
Notary ID 132324493

GRANTOR: JBGL Atlanta Development 2014, LLC
CORPORATE NAME

By: Veron Edwards

Print Name: Veronica Edwards

Title: Authorized Representative

By: _____

Print Name: _____

Title: _____

[CORPORATE SEAL]

State Bridge Road Tract

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 258 OF THE 1ST DISTRICT, 1ST SECTION, CITY OF JOHNS CREEK, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS DISK FULTON COUNTY GPS MONUMENT #F343 FOUND (N:1460540.54, E:2289021.11) AND PROCEEDING ALONG A TIE-LINE NORTH 28°33'32" WEST 3304.02 FEET TO A HALF INCH REBAR FOUND ON THE NORTHEASTERLY RIGHT-OF-WAY OF STATE BRIDGE ROAD (VARIABLE RIGHT-OF-WAY) AND THE POINT OF BEGINNING.

THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES:

THENCE NORTH 36 DEGREES 24 MINUTES 12 SECONDS WEST A DISTANCE OF 216.76 FEET TO AN IRON PIN SET; THENCE NORTH 36 DEGREES 24 MINUTES 12 SECONDS WEST A DISTANCE OF 49.20 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 973.68 FEET AND AN ARC LENGTH OF 160.03 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 41 DEGREES 13 MINUTES 01 SECONDS WEST AND A CHORD DISTANCE OF 159.85 FEET TO AN IRON PIN SET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 973.68 FEET AND AN ARC LENGTH OF 199.06 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 51 DEGREES 46 MINUTES 55 SECONDS WEST AND A CHORD DISTANCE OF 198.71 FEET TO AN IRON PIN SET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 973.68 FEET AND AN ARC LENGTH OF 150.12 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 62 DEGREES 03 MINUTES 20 SECONDS WEST AND A CHORD DISTANCE OF 149.97 FEET TO AN IRON PIN SET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 973.69 FEET AND AN ARC LENGTH OF 115.49 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 59 DEGREES 51 MINUTES 37 SECONDS WEST AND A CHORD DISTANCE OF 115.42 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE NORTH 62 DEGREES 03 MINUTES 34 SECONDS WEST A DISTANCE OF 61.70 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE NORTH 12 DEGREES 32 MINUTES 16 SECONDS WEST A DISTANCE OF 57.06 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE SOUTH 73 DEGREES 56 MINUTES 56 SECONDS WEST A DISTANCE OF 22.18 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE SOUTH 27 DEGREES 56 MINUTES 26 SECONDS WEST A DISTANCE OF 28.00 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE NORTH 62 DEGREES 03 MINUTES 34 SECONDS WEST A DISTANCE OF 161.28 FEET TO AN IRON PIN SET; THENCE NORTH 62 DEGREES 03 MINUTES 34 SECONDS WEST A DISTANCE OF 144.97 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1074.92 FEET AND AN ARC LENGTH OF 230.54 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 55 DEGREES 54 MINUTES 52 SECONDS WEST AND A CHORD DISTANCE OF 230.10 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE NORTH 40 DEGREES 13 MINUTES 47 SECONDS EAST A DISTANCE OF 24.00 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE NORTH 49 DEGREES 01 MINUTES 13 SECONDS WEST A DISTANCE OF 27.51 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE SOUTH 41 DEGREES 43 MINUTES 47 SECONDS WEST A DISTANCE OF 24.00 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1074.92 FEET AND AN ARC LENGTH OF 122.98 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 44 DEGREES 59 MINUTES 34 SECONDS WEST AND A CHORD DISTANCE OF 122.92 FEET TO AN IRON PIN SET;

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04/13/23

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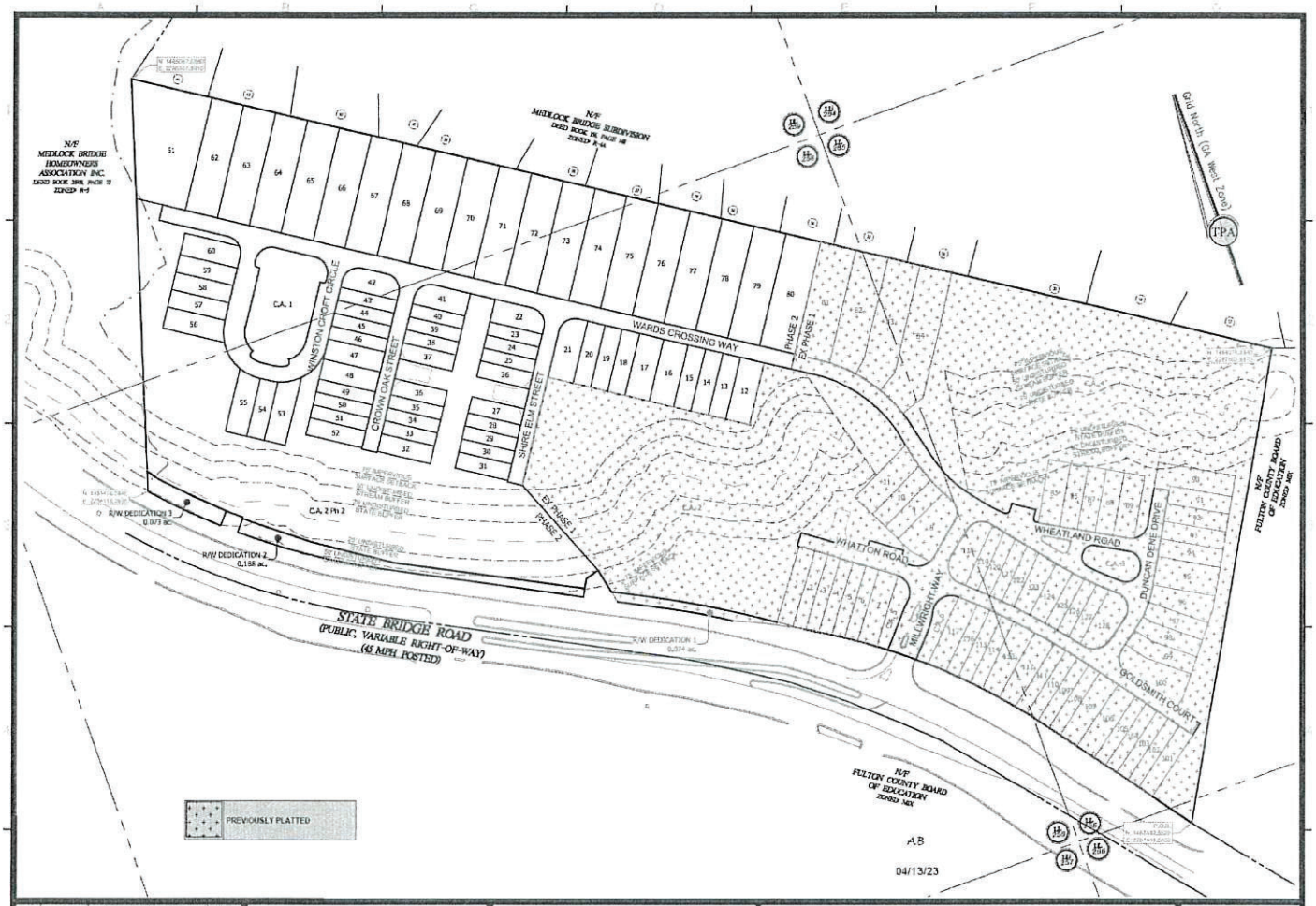

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REVISIONS

Travis Pruitt & Associates, Inc.
4317 Park Drive, Suite 400
Norcross, Georgia 30093
Phone: (770) 416-7511
Fax: (770) 416-6759
www.travispruitt.com
Contact Person: John Meader
Certificate of Authorization Number 613

GEORGIA PROFESSIONAL LAND SURVEYOR No. 2809 TRAVIS N. PRUITT, JR.

GEORGIA REGISTERED PROFESSIONAL ENGINEER No. 25942 JOHN HENDRICK MEADER

For The Firm
Travis Pruitt & Associates, Inc.

Overall Site Plan

Ward's Crossing

Phase 2

5433, 5437, 5515, 5535, 5555, 5565, 0 State Bridge Rd, Johns Creek, GA 30022

City of Johns Creek - Land Lots 258, 259, 285, & 286 - 1st District - 1st Section - Fulton County - Georgia

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DATE: 10/25/2022
SCALE: 1" = 100'
LEV: OVERALL SITE PLAN
JN: 1-18-0174 FP Ph 2
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FN: 116-C-3196
SHEET 5 OF 9

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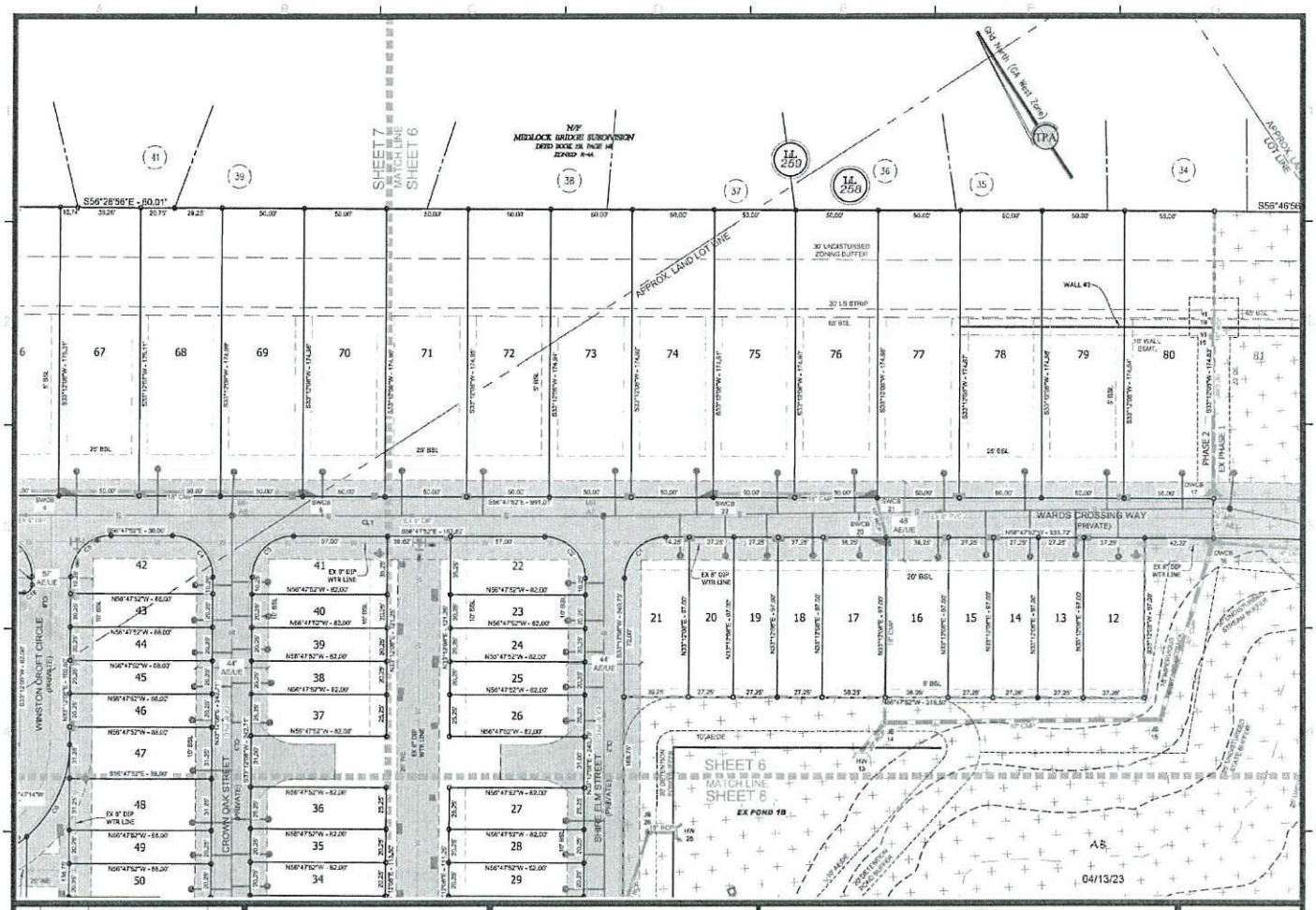

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For The Firm
Travis Pruitt & Associates, Inc.

Final Plat

Ward's Crossing

Phase 2

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City of Johns Creek - Land Lots 255, 259, 285, & 286 - 1st District - 1st Section - Fulton County - Georgia

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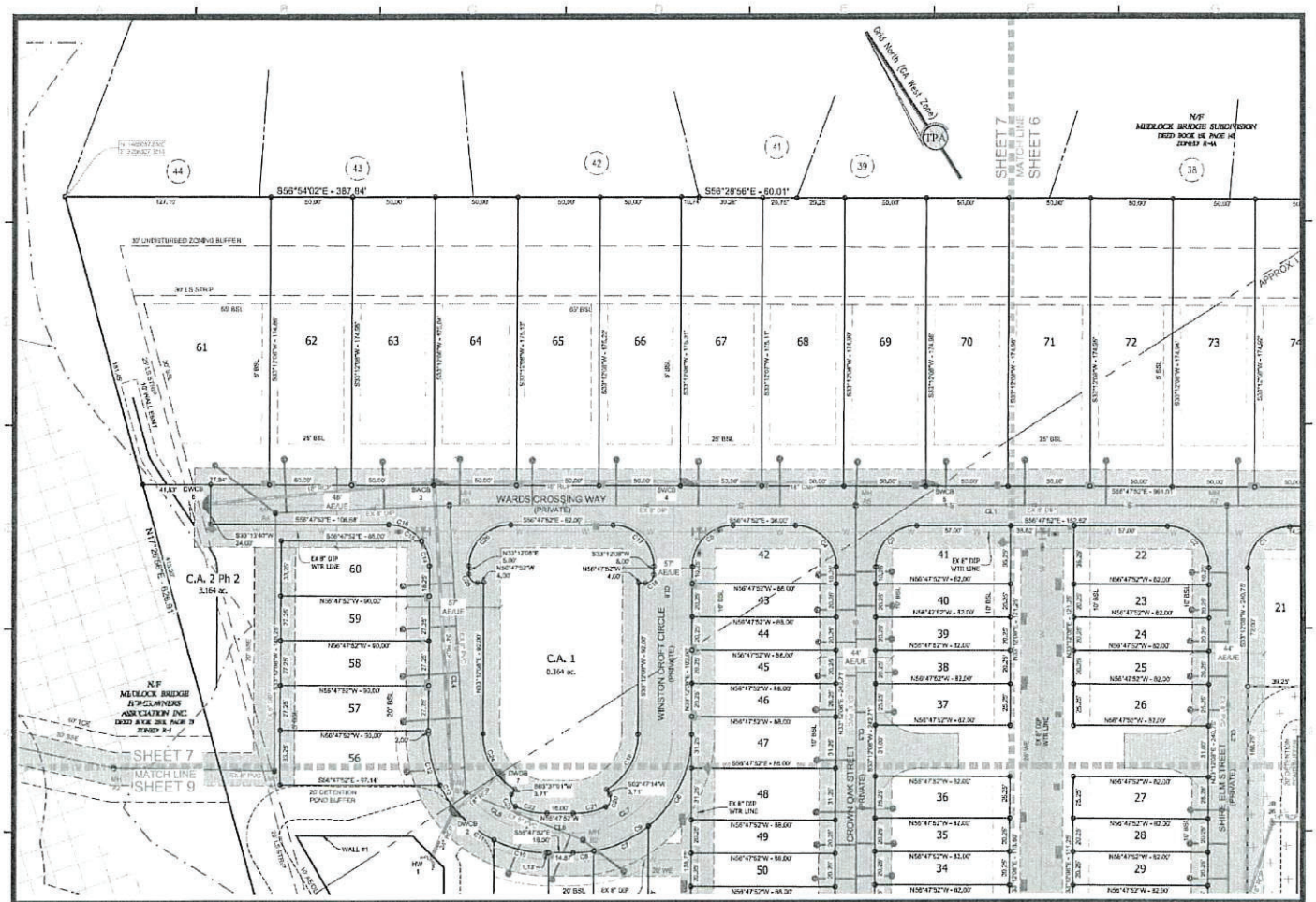

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Final Plat A8

Ward's Crossing

Phase 2

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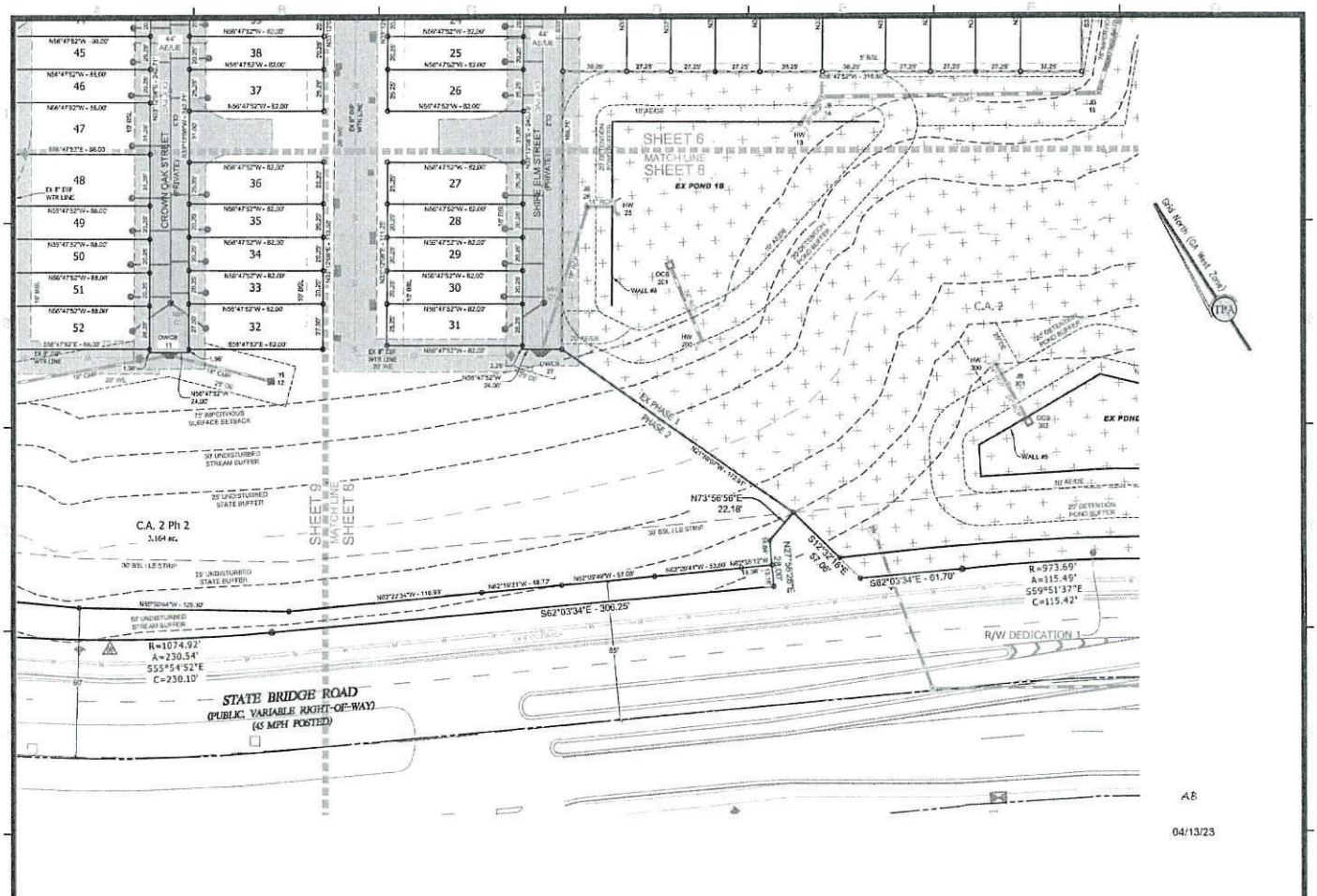

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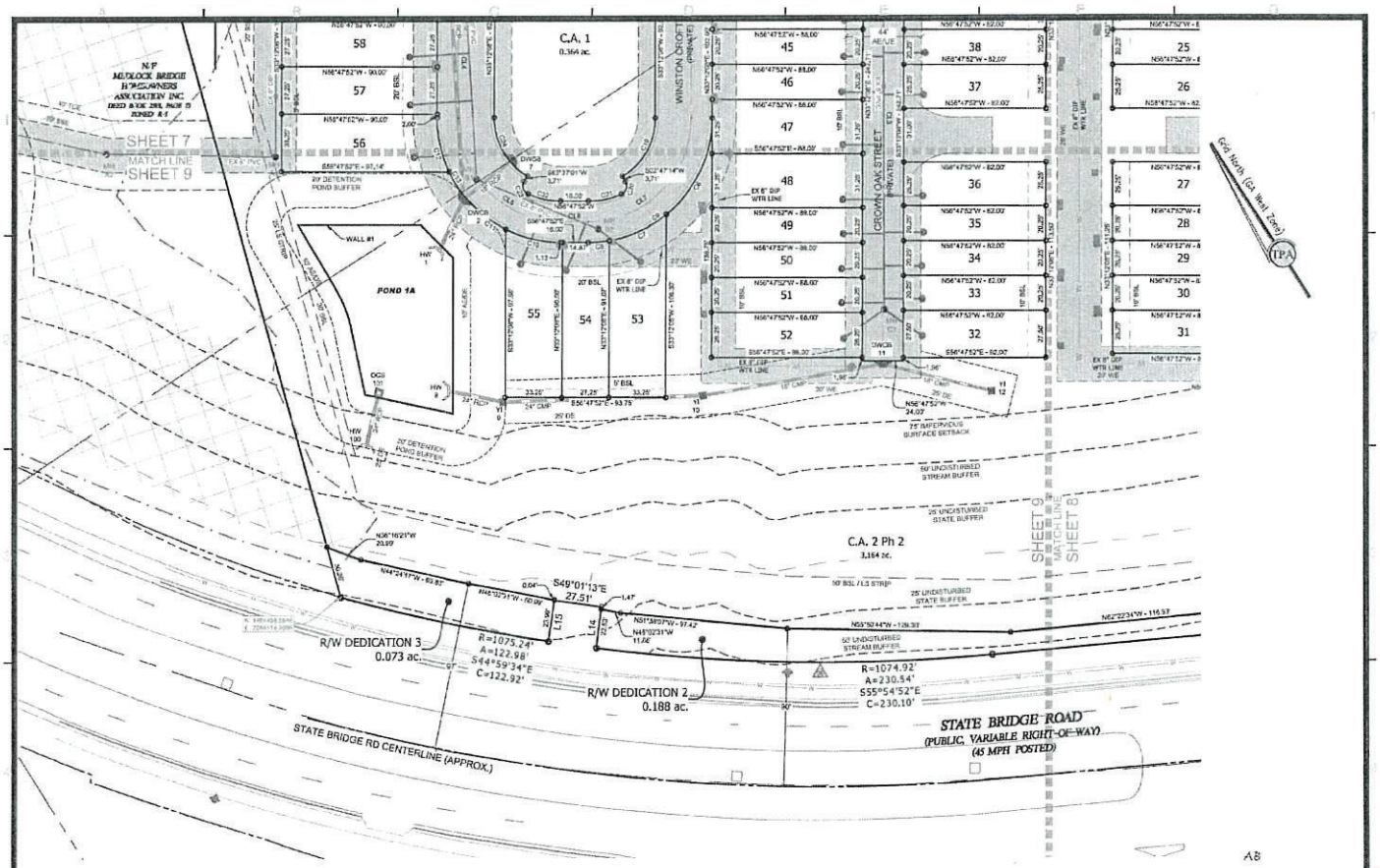

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SHEET 9 OF 9

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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0937 **Meeting Date:** 12/20/2023

Department
Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Sewer Easement Dedication of 1,066,085 square feet to Fulton County, Georgia from JBGL Atlanta Development 2014, LLC, for the purpose of constructing the Wards Crossing Phase 1 Project at 5435 State Bridge Road, Johns Creek, Georgia 30022.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
According to Article XXXIV. - Development Regulations, 34.4.1 Land disturbance permit prerequisites

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

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

Is this a purchasing item?
No

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

Scope of Work: The proposed Wards Crossing Phase 1 Project, a residential subdivision, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system prior to recording of the Final Plat. The easement area to be conveyed to the County consists of 1,066,085 square feet and located in Land Lots 258, 259, 285, and 286 of the 1st District 1st Section of Fulton County, Georgia.

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

and the addition of a new residential subdivision.

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

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

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

n/a

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

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

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

Project Name : Wards Crossing Phase 1
Tax Parcel Identification No.: 11 070002580116 and others - see next page
Land Disturbance Permit No.: 22- 020 WR
Zoning/Special Use Permit No.: RZ-21-004
(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 12th day of December, 2022, between JBGL Atlanta Development 2014, LLC, a corporation duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor), and FULTON COUNTY, a Political Subdivision of the State of Georgia, party of the second part.

WITNESSETH, that for and in consideration of $1.00 cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and assigns the right, title, and privilege of an easement on subject property located in land lot(s) 258,259,285,286 of the District, 1 Section (*if applicable*) of Fulton County, Georgia, and more particularly described as follows: To wit:

Wards Crossing Phase 1

Project Name

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

Wards Crossing Phase 1 Tax Parcels:

- 11 070002580116
- 11 070002590206
- 11 070002580173
- 11 070002580249
- 11 070002580231
- 11 070002580132
- 11 070002580140
- 11 082002850175
- 11 082002850183

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

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

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

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

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

Signed, sealed and delivered this 12th day of December, 20 22
in the presence of:

Taylor Roy
Witness

Kathryn Odom
Notary Public

[NOTARIAL SEAL]

KATHRYN ODOM
Notary Public, State of Texas
Comm. Expires 01-22-2024
Notary ID 132324493

GRANTOR: JBGL Atlanta Development 2014, LLC
CORPORATE NAME

By: Veronica Edwards
Print Name: Veronica Edwards
Title: Authorized Representative

By:
Print Name:
Title:

[CORPORATE SEAL]

State Bridge Road Tract

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 258 OF THE 1ST DISTRICT, 1ST SECTION, CITY OF JOHNS CREEK, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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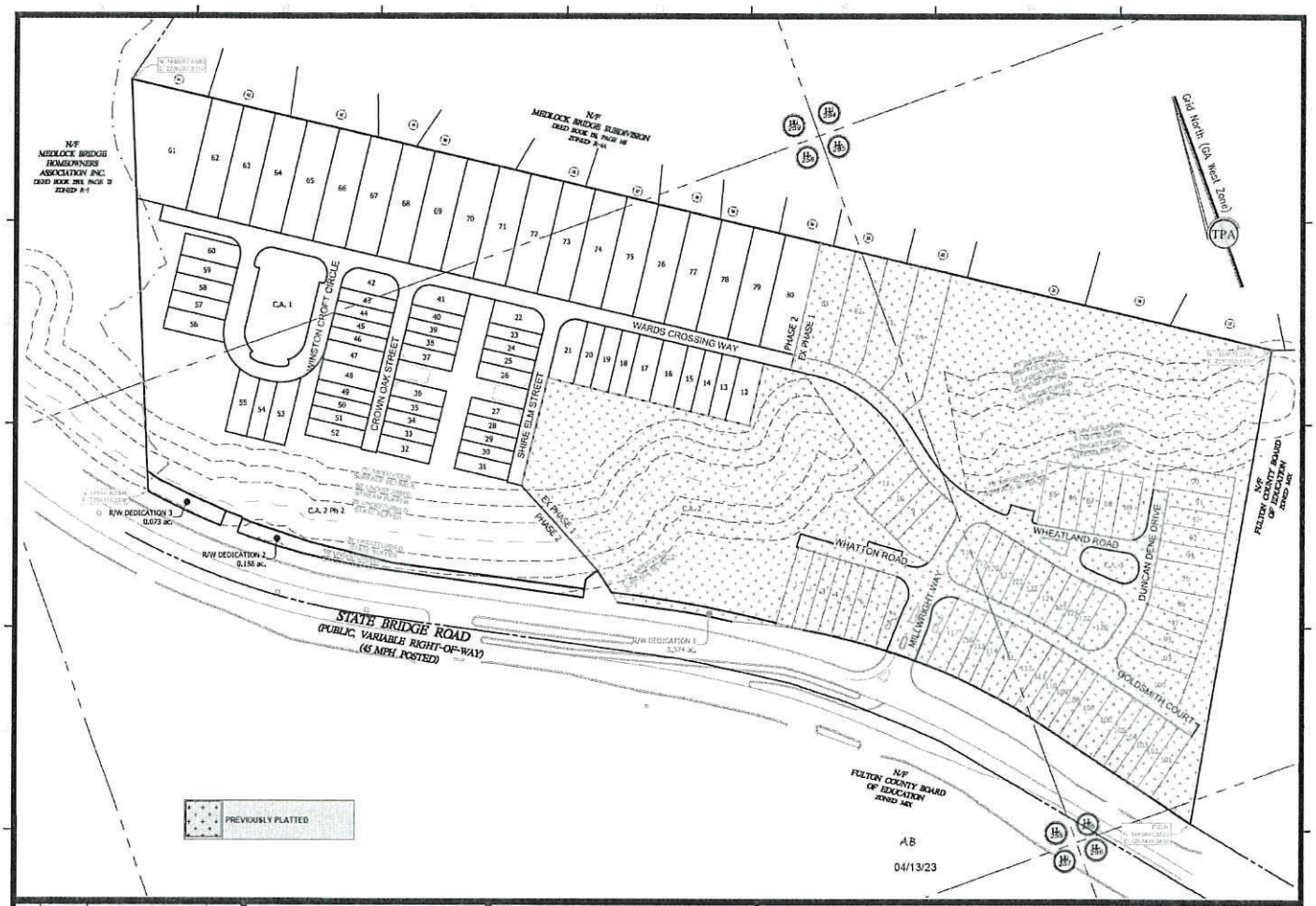

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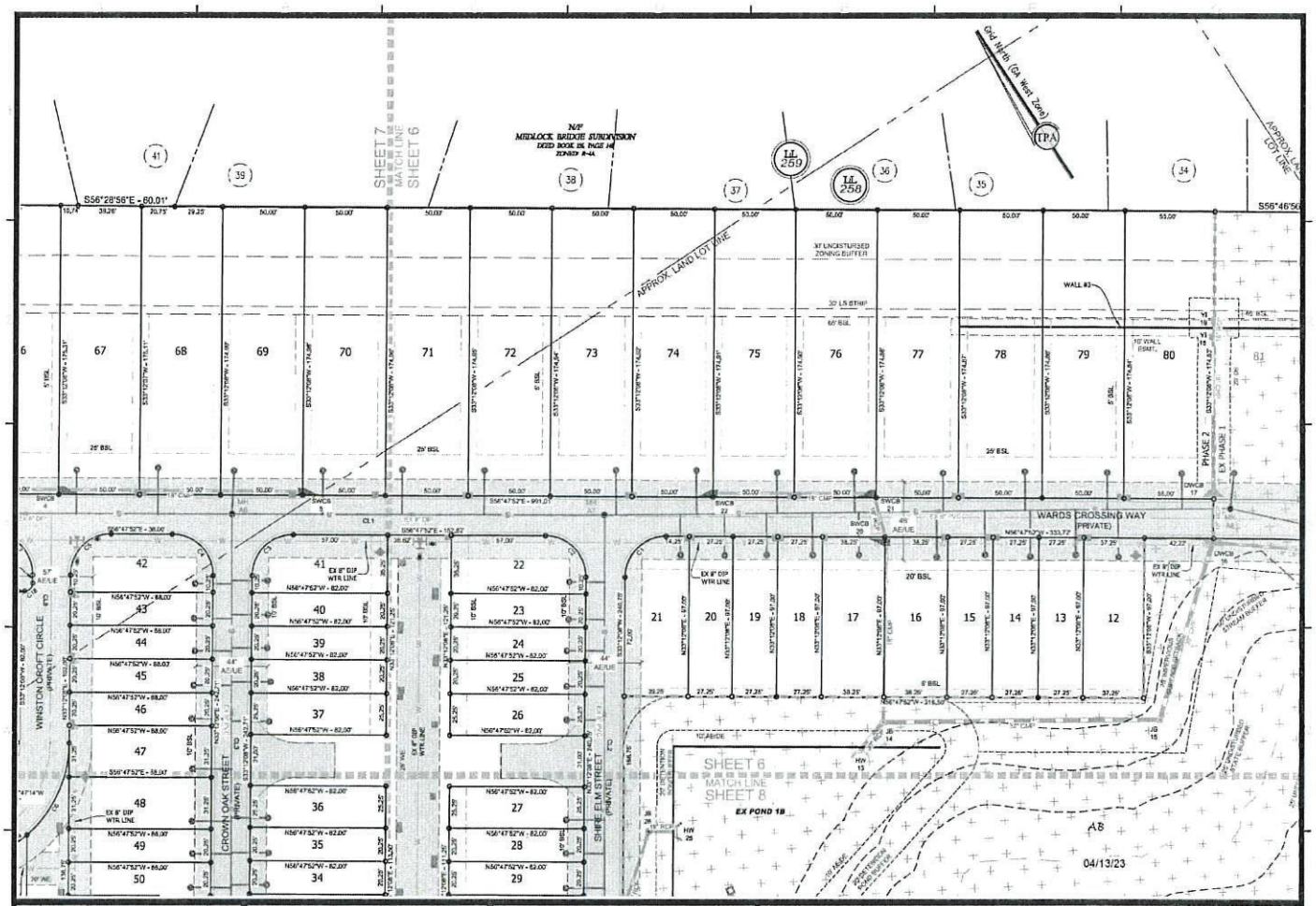

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Fax: (770) 416-6759
www.travispruitt.com
Contact Person: John Merder
Certificate of Authorization Number 613

GEORGIA PROFESSIONAL LAND SURVEYOR No. 2809 TRAVIS N. PRUITT, JR.

GEORGIA REGISTERED No. 25542 PROFESSIONAL ENGINEER JOHN KENDRICK MERDER

For The Firm
Travis Pruitt & Associates, Inc.

Final Plat

Ward's Crossing

Phase 2

5435, 5437, 5515, 5535, 5555, 5565, 0 State Bridge Rd, Johns Creek, GA 30022

City of Johns Creek - Land Lots 258, 259, 285, & 286 - 1st District - 1st Section - Fulton County - Georgia

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DATE: 10/25/2022
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CN: 1-18-0174 FP Ph 2
JN: 1-18-0174
FN: 116-C-3196
SHEET 6 OF 9

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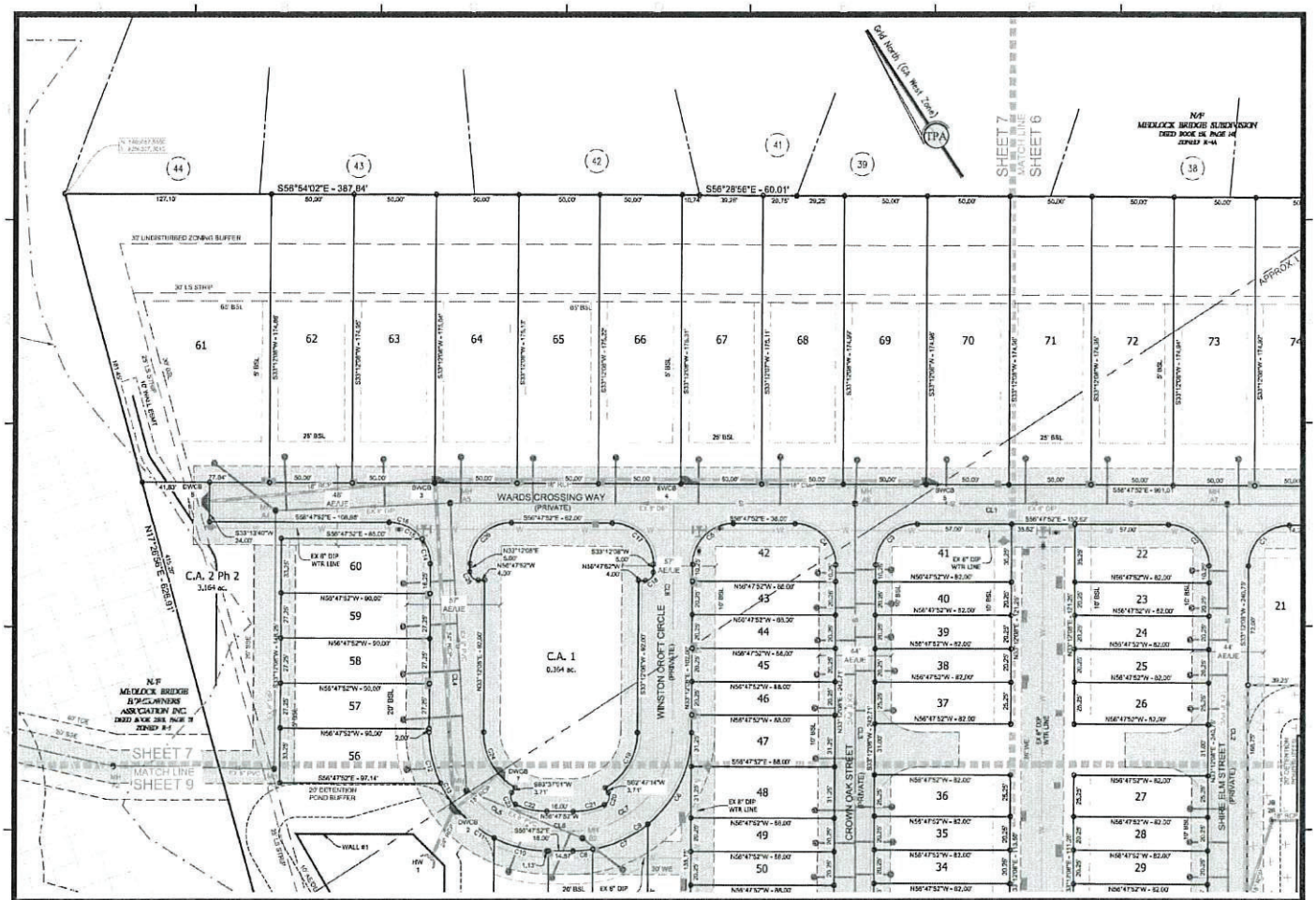

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REVISIONS

Travis Pruitt & Associates, Inc.
4317 Park Drive, Suite 400
Norcross, Georgia 30093
Phone: (770) 416-7511
Fax: (770) 416-6759
www.travispruitt.com
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GEORGIA REGISTERED No. 25942 PROFESSIONAL ENGINEER JOHN KENDRICK MERDER

For The Firm
Travis Pruitt & Associates, Inc.

Final Plat A8

Ward's Crossing

Phase 2

04/13/23

5435, 5437, 5515, 5535, 5555, 5565, 0 State Bridge Rd, Johns Creek, GA 30022

City of Johns Creek - Land Lots 253, 259, 285, & 286 - 1st District - 1st Section - Fulton County - Georgia

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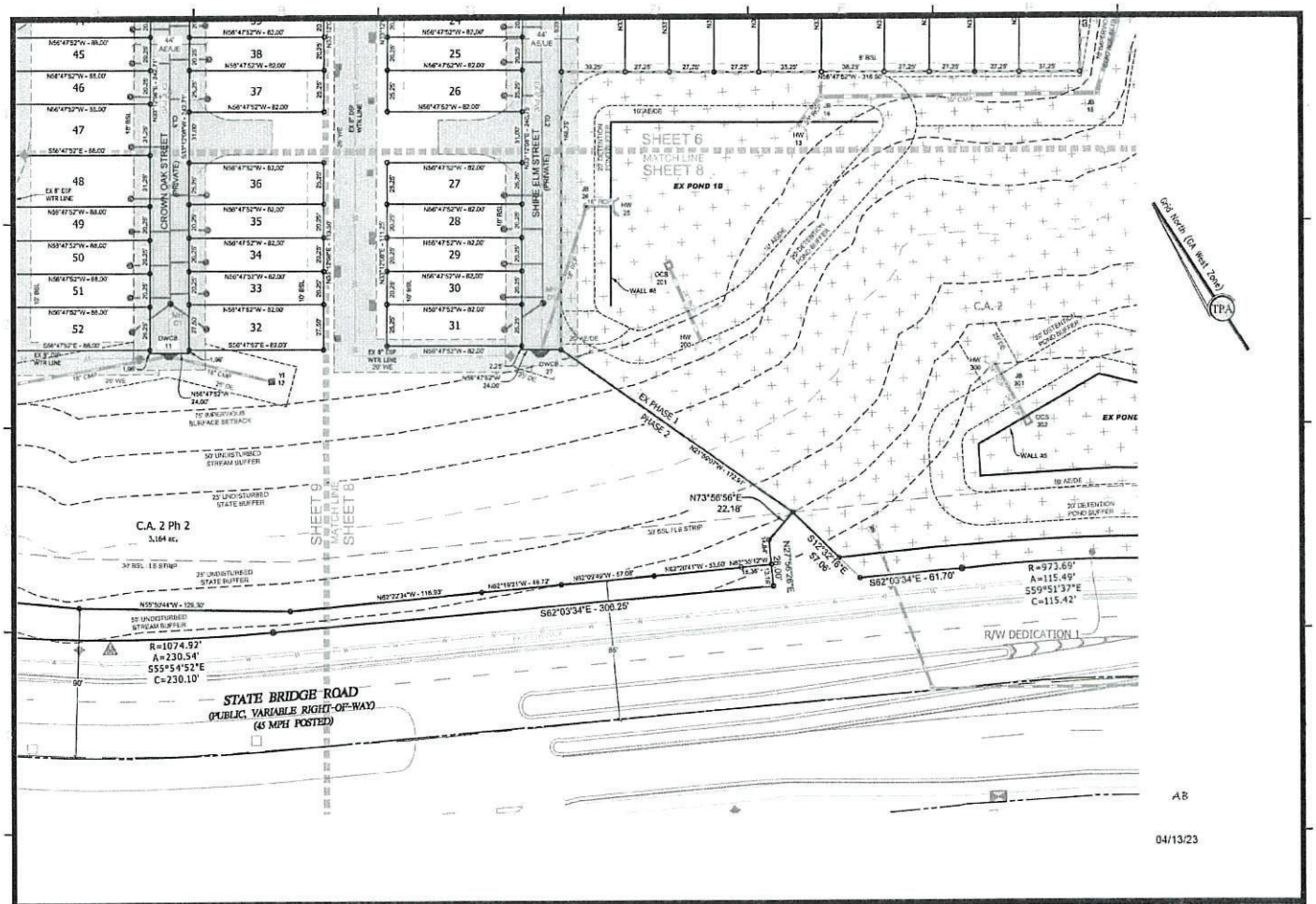

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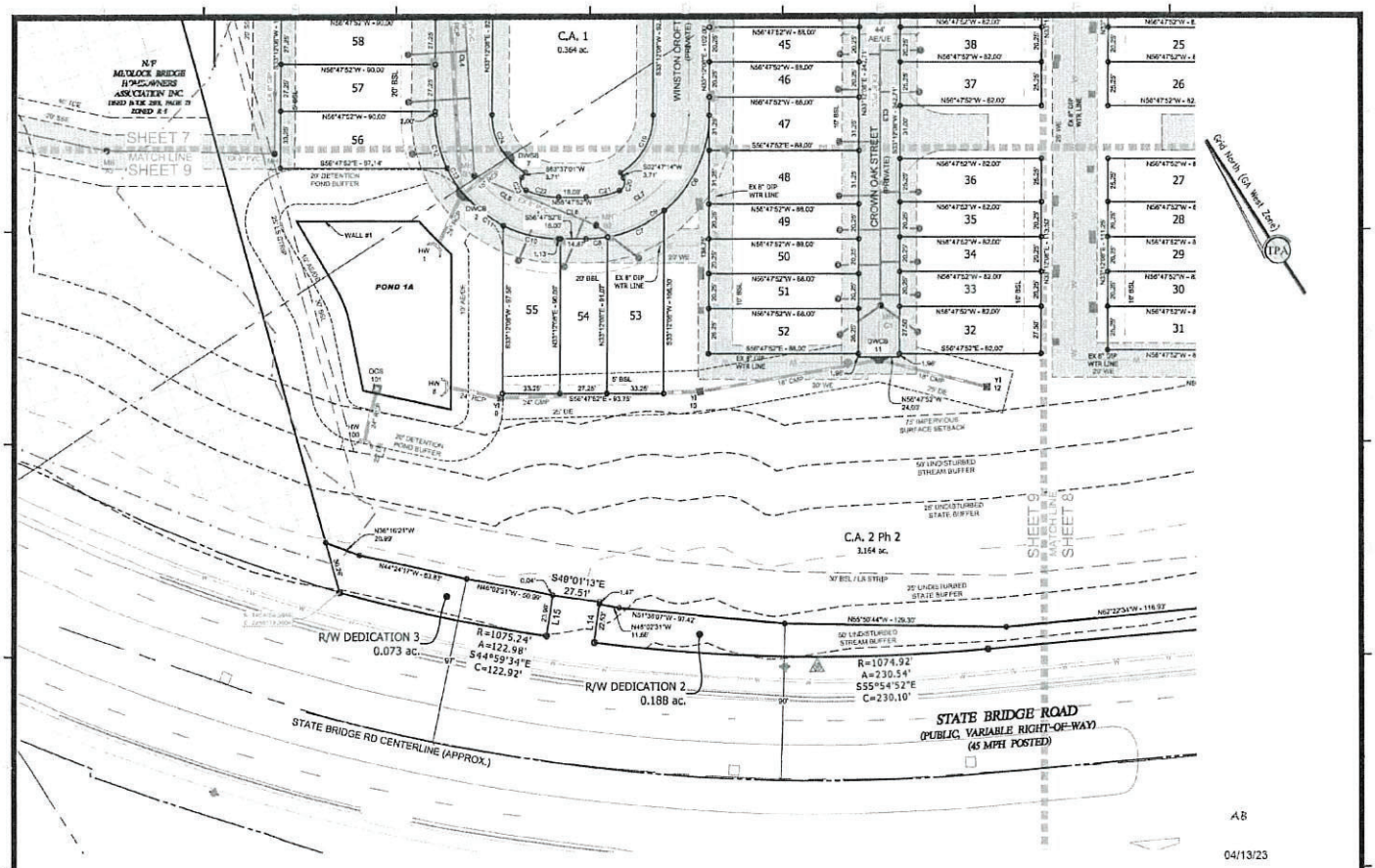

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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0938 **Meeting Date:** 12/20/2023

Department
District Attorney

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Sub-recipient Grant Contract between the Georgia Coalition Against Domestic Violence (GCDV), BJA FY 2022 Upholding the Rule of Law and Preventing Wrongful Convictions Program, U.S. Department of Justice, Office of Justice Programs, Office for Victims of Crime, Grant No. 15PBJA-22-GG-03909-WRNG grant and Fulton County, Office of District Attorney, Conviction Integrity Unit (CIU) named as a sub-awardee in the Grant in an amount not to exceed $245,000.00. Effective upon BOC approval through the term of the Grant. 100% grant funded.

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 the Board of Commissioners on behalf of the County shall be in writing and entered on the minutes.

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

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

Is this a purchasing item?
No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)* The District Attorney requests approval of the Grant Contract between the Georgia Coalition Against Domestic Violence, BJA FY 2022 Upholding the Rule of Law and Preventing Wrongful Convictions Program, U.S. Department of Justice, Office of Justice Programs, Office for Victims of Crime, Grant No. 15PBJA-22-GG-03909-WRNG grant and Fulton County, Office of District Attorney, Conviction Integrity Unit named as a sub-awardee in the Grant contract with the Georgia Coalition Against Domestic Violence

Through the grant, the Georgia Coalition Against Domestic Violence service as the lead applicant and the Fulton County District Attorney as the sub-recipient, will work together to accomplish the identification of women- with specific emphasis on survivors of domestic violence- with viable innocence wrongful conviction claims and address problems regarding the review or development of strategies that could prevent wrongful convictions. This grant will allow the GCDV to partner with CIU to ensure claims of Actual Innocence from survivors of domestic violence, particularly those from Fulton County, are adequately reviewed and litigated.

Scope of Work: Fulton County District Attorney's Office formed its CIU in August 2019 to increase the likelihood of identifying individuals with viable innocence claims. Through the grant funding CIU will review claims of Actual Innocence from survivors of domestic violence, particularly those from Fulton County to determine if the claim needs to be litigated.

Community Impact: - The CDC estimates 1 in 4 women are victims of domestic violence. While 25% is an alarming statistic, the percentage of victims dramatically increases if you look at the female population in U.S. prisons. According to their 2016 study, Overlooked: Women and Jails in an Era of Reform, the Vera Institute estimates 86% of women in prison have suffered sexual violence, 77% partner violence and 60% caregiver violence. As of June 1, 2018, the population of Georgia's four women's prison was 3940. Using the above estimates, there are between 985 (25%) and 3,3 (86%) women currently in Georgia's prisons who have survived domestic violence. Domestic violence is insidious. In 2011, the Southern Illinois University Carbondale conducted a study that concluded that, "While the lifelong impact of domestic violence is hard to calculate, victims of such abuse are more likely to suffer depression, anxiety, low self-esteem, a feeling of worthlessness and/or helplessness, and many exhibit symptoms of Posttraumatic Stress Disorder". One thing for certain, living in a violent household renders the victims susceptible to their abuser. This susceptibility results in incarceration in two ways: (1) the abuser which may lead to women commit crimes or (2) the woman may become so frightened for her life and strikes out at her abuser.

Department Recommendation: The Department Recommends Approval

Project Implications: . While finding wrongfully convicted individuals is always difficult, finding the wrongfully convicted in women's prisons is particularly daunting. Although, traditional innocence organizations focus most of their resources in dealing with cases involving DNA evidence, the challenge in reviewing post-conviction claims of innocence wrongful conviction claims involving female defendants is that DNA evidence is rarely found in these cases. Allowing innocent women to remain in prison because their cases are hard to reopen does not serve public safety. Only by ensuring the right person is convicted of the right crime, can we ensure the safety of all our citizens

Community Issues/Concerns: There are no Community Issues

Department Issues/Concerns: There are no Department Issues

Fiscal Impact / Funding Source

Funding Lin

Funding Line 2:

461-480-GCAD

Award Letter

September 27, 2022

Dear Jan Christiansen,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by GEORGIA COALITION AGAINST DOMESTIC VIOLENCE INC for an award under the funding opportunity entitled 2022 BJA FY 22 Upholding the Rule of Law and Preventing Wrongful Convictions Program. The approved award amount is $500,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

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 Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with 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.

If you are a recipient of 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).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

NEPA Letter

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:
(1) New construction
(2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
(3) A renovation that will change the basic prior use of a facility or significantly change its size
(4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
(5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for the Bureau of Justice Assistance.

NEPA Coordinator

First Name	Middle Name	Last Name
Orbin	——	Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
GEORGIA COALITION AGAINST DOMESTIC VIOLENCE INC

UEI
F6KCNXTN6SF8

Street 1
2295 PARKLAKE DR NE STE 130

Street 2

City
ATLANTA

State/U.S. Territory
Georgia

Zip/Postal Code
30345

Country
United States

County/Parish
——

Province
——

Award Details

Federal Award Date
9/27/22

Award Type
Initial

Award Number
15PBJA-22-GG-03909-WRNG

Supplement Number
00

Federal Award Amount
$500,000.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.746	Capital Case Litigation Initiative

Statutory Authority
Department of Justice Appropriations Act, 2022 (Pub. L. No. 117-103, 136 Stat. 49, 124)

☑ *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title
2022 BJA FY 22 Upholding the Rule of Law and Preventing Wrongful Convictions Program

Awarding Agency
OJP

Program Office
BJA

Application Number
GRANT13619861

Grant Manager Name	Phone Number	E-mail Address
Kerri Vitalo-Logan	202-353-9074	Kerri.Vitalo-Logan@usdoj.gov

Project Title
Justice For Incarcerated Survivors

Performance Period Start Date
10/01/2022

Performance Period End Date
09/30/2024

Budget Period Start Date	Budget Period End Date
10/01/2022	09/30/2024

Project Description

GCADV/CIU ABSTRACT

There are currently 47,227 people incarcerated in Georgia's prisons. 3,132 of them are women. If an estimated 4-6% of these inmates are innocent, that means at least 125 women are serving time in Georgia's prisons for crimes for they did not commit.

Identifying and redressing wrongful conviction is difficult; proving the innocence of female prisoners is particularly difficult. Unlike cases taken on by traditional innocence organizations, their cases often do not involve DNA evidence. They do, however, involve misapplied forensic science, false confessions, incentivized witnesses, eyewitness misidentification, and official misconduct; making these cases particularly difficult to investigate and successfully resolve.

Since 2015, The Georgia Coalition Against Domestic Violence (GCADV), Georgia's statewide domestic violence coalition, developed the Justice for Incarcerated Survivors (JFIS) project after discovering that at least 77% of incarcerated women had a history of domestic violence. Working with volunteer attorneys and advocates, the JFIS team has secured the release of an average of more than 4 incarcerated survivors per year based on their domestic violence history. Recently, GCADV began working with CIU to investigate several innocence claims resulting from Fulton County convictions. As more of these cases are identified, the JFIS team lacks the capacity to assist those women in seeking post-conviction relief.

Fulton County District Attorney's Office formed its CIU in August 2019 to identify individuals with viable innocence claims. Since its inception, CIU has received 460 requests for case reviews. Fulton county, with its county seat in Atlanta, has the highest number of criminal convictions in the state.

The unique aspect of this grant proposal is the focus on women in prison. This grant will allow GCADV to partner with CIU to ensure claims of Actual Innocence from survivors of domestic violence, particularly those from Fulton County, are adequately reviewed and litigated.

To better serve more survivors, GCADV will hire dedicated staff, including a staff attorney, who will train and supervise GCADV's pro bono attorney team and to review and litigate claims originating in Fulton County in addition to claims from other regions across the state. Under this grant, CIU will hire an investigator and will continue to receive and screen cases directly from inmates and refer appropriate cases to GCADV's staff attorney for evaluation and investigation. CIU will also continue to review all non-DNA actual innocence claims from Fulton County convictions.

☑ *I have read and understand the information presented in this section of the Federal Award Instrument.*

- **Financial Information**
- **Award Conditions**
- **Award Acceptance**

SUBAWARD AGREEMENT
BETWEEN
Georgia Coalition Against Domestic Violence
AND
Fulton County District Attorney's Office, Conviction Integrity Unit

This is a Subaward agreement under a Federal assistance grant between the *Georgia Coalition Against Domestic Violence* ("GCADV"), a non-profit corporation organized under the laws of the State of Georgia and registered as a non-profit corporation in the State of **Georgia**, and **Fulton County, Georgia** on behalf of **Fulton County District Attorney's Office, Conviction Integrity Unit** ("Sub-grantee"), a government entity located at **136 Pryor Street SW, Atlanta, GA 30303**.

The total project cost of this Subaward will not exceed **$245,000.00** (*two hundred and forty-five thousand dollars*) without prior written authorization from GCADV. The total project budget under this Sub-grant agreement includes **$245,000.00** (*two hundred and forty-five thousand dollars*) (Sub-grant amount) in Federal assistance cash and a minimum of **$0** (**zero** *dollars*) in cost share (as applicable).

A. PURPOSE OF THE SUB-GRANT

A.1 The purpose, goals and objectives of this award ("Sub-grant") to the Sub-grantee is to fund the provision to investigate, review, and litigate cases of actual innocence from women within Fulton County under the **Office of Justice Programs, Wrongful Conviction** project.

A.2 This Sub-grant is issued to the Sub-grantee on the expressed condition that project activities and funds will be carried-out and administered in accordance with the terms and conditions as hereby set forth in this agreement and all its attachments, which includes the Mandatory Standard Provisions (**APPENDIX I**); and the Approved Project Budget (**ATTACHMENT II**). All attachments and appendices are incorporated herein and made a part of this Sub-grant Agreement.

B. PERIOD OF SUB-GRANT AGREEMENT

B.1 This sub grant Agreement becomes effective on the date of signing and shall apply to commitments made by the Sub-grantee in furtherance of program objectives during the period commencing on **October 1, 2022** and terminating no later than the completion date of **September 30, 2024.**

B.2 All expenditures made with funds provided under this Sub-grant shall be for allowable program expenditures incurred during the period of this sub-grant.

C. ORIGINATING SOURCE OF FUNDING

C.1 The originating source of these Federal assistance grant funds to GCADV is the **U.S. Department of Justice, Office of Justice Programs, Office for Victims of Crime, Grant No. 15PBJA-22-GG-03909-WRNG**.

C.2 The originating grant period is from **October 1, 2022** to **September 30, 2024**.

C.3 The **Catalogue of Federal Domestic Assistance (CFDA)** number is:**16.746**, **Capital Case Litigation Initiative.**

D. AMOUNT OF SUB-GRANT AND PAYMENT

D.1 GCADV, acting in the capacity of a pass through entity under this Sub-grant agreement, will pay Sub-grantee up to a total of **$245,000.00** (*two hundred and forty-five thousand dollars*) for the successful completion of services provided under this Federal assistance Sub-grant.

D.2 It is anticipated that the amount obligated will be sufficient to cover project activities through the completion date. GCADV shall not be liable for reimbursing the Sub-grantee for any costs in excess of the amount obligated or in excess of what is specifically and explicitly agreed to in this Sub-grant agreement.

D.3 Payment will be made to Sub-grantee on a reimbursement basis. Reimbursement will only be made upon the timely receipt and acceptance of quarterly invoices (see **"Reporting", Section F**) in a format established by or pre-approved by GCADV. Funds will be made available within 30 working days of receipt of the invoices in accordance with the reporting provisions in **Section F**. No funds will be released until required program and monitoring reports are received and accepted.

D.4 GCADV reserves the right to withhold cash payment for any of the following:

- Sub-grantee failure to make progress towards the goals and objectives set forth in Attachment 1.
- Sub-grantee default of or otherwise inability to adhere to the conditions or provisions of this agreement.
- Sub-grantee inability to submit timely reports as described in this agreement.

D.5 All payments to Sub-grantee will be made by Electronic Funds Transfer (EFT) payable to "Fulton County ". If alternative payment method is needed, Sub-grantee must notify GCADV.

E. SUB-GRANT MODIFICATIONS

The following modifications require written approval from GCADV:

- To change the scope of the project objectives and/or activities.
- To reallocate between budget lines items or between budget categories an amount greater than ten percent of the total Sub-grant award.
- To Sub-grant or contract any portion of this award to a third party.
- To hire a consultant at a rate exceeding $650 per 8-hour day.

F. REPORTING

Financial Reporting

F.1 Sub-grantee shall maintain adequate records that clearly support the charges and expenditures incurred under this project. If requested by GCADV, Sub-grantee may be required to send the supporting documentation to support claims made on the invoice. GCADV may, at its discretion, request modification of any invoice or report when unallowable expenditures are incurred or charged to the Sub-grant, amend the schedule for reporting requirements, and/or require additional supporting documentation from the Sub-grantee as necessary.

F.2 Sub-grantee shall prepare invoices on a quarterly basis throughout the project period, according to the timetable below:

Financial Reporting Period	**Due Date to GCADV**
October 1 – December r 31	January 32
January 1 1-- March 31	April 30 r 30
April 1- – June30December 31	July 31
July 1 – September 30	October 31

F.3 Invoices shall include at a minimum the following information:

a. The beginning and end dates of the invoice period;
b. Expense detail for period (for cost reimbursement arrangements, this amount must equal the payment claim amount);
    a. Itemized costs for personnel as well as fringe benefits.
    b. Non-personnel costs itemized
c. Current invoice amount, as well as the cumulative amount paid under the Subaward at the invoice date;
d. Certification required by 2 CFR 200.415 (a).

F.4 A final invoice under this Sub-grant must be provided to GCADV no later than November 15, 2024.

Programmatic Reporting

F.5 Sub-grantee shall prepare written programmatic reports on a quarterly basis throughout the project period, according to the timetable below:

Narrative Reporting Period	**Due Date to XXXX**
July 1 – December 31	January 15
January 1 – June 30	July 15

F.6 Programmatic reports should include the following information:

a. Major activities, program highlights, and accomplishments during this period;
b. Challenges faced and issues encountered, including any deviations or departures from the original project plan;
c. Any issues or problems hindering the completion of project goals;
d. Significant findings and events.

F.7 A final programmatic report under this Sub-grant must be provided to GCADV no later than **November 15, 2024**.

F.8 All required reports should be submitted to GCADV's Director of Grants Management, Catherine Miller, according to the timetables indicated in this Agreement.

F.9 GCADV may, at its discretion, request other programmatic reports from Sub-grantee.

G. SPECIAL AWARD CONDITIONS

The Federal award special conditions are attached in Appendix II.

H. MONITORING, EVALUATION AND SANCTIONS

H.1 As a part of its ongoing monitoring process, GCADV will evaluate Sub-grantee progress and project goal attainment based on progress reports prepared by Sub-grantee and submitted to GCADV, as well as through regular meetings and/or ongoing discussions with Sub-grantee project staff.

I. SUB-AWARDS

I.1 No funds or other support provided hereunder to Sub-grantee may be subsequently passed on to any other entity in the form of a Sub-grant or contract without prior written approval from the GCADV.

I.2 Under the terms of this agreement with GCADV, the Sub-grantee has no direct relationship with the Federal donor agency identified above in **Section C.1** regarding any matter related to this project or agreement. Sub-grantee must direct all notices, requests, and other communication relating to this Sub-grant agreement to GCADV at the address specified in **Section L.1**.

J. DOMICILE

J.1 GCADV provides the following addresses as the *primary point of contact* in respect to any notice which may arise out of or in connection with this Sub-grant:

Name and Title:	Jan Christiansen, Executive Director
Organization:	Georgia Coalition Against Domestic Violence

Street Name and Number:	2295 Parklake Dr. Suite 130
City, State and Zip:	Atlanta, GA 30345
Country:	United States
Telephone Number:	(404) 209-0280
Email Address:	jchristiansen@gcadv.org

J.2 The **Sub-grantee** provides the following as the *primary point of contact* in respect to any notice that may arise out of or in connection with this Sub-grant:

Name and Title:	Aimee Maxwell, Chief Senior ADA, Conviction Integrity
Organization:	Fulton County District Attorney
Street Name and Number:	136 Pryor St, Third Floor,
City, State and Zip:	Atlatna GA 303
Country:	United States
Telephone Number:	4046120066
Email Address	Aimee.maxwell@fultoncountyga.gov

K. REPRESENTATIONS AND WARRANTIES

K.1 The Grantee and the Sub-Grantee shall be independent contractors, and nothing herein shall be construed or implied to mean the establishment or existence of a partnership or joint venture between the parties, nor shall any party herein be construed to be employees, agents, or principals of the other party.

K.2 By signing this Agreement, all parties certify that the terms of conditions defined in this Agreement are accepted; that the Grantee and the Sub-Grantee are proper business entities permitted to do business; and that the individuals signing are competent parties authorized to enter into this Agreement on behalf of their respective agencies.

Acknowledged and Accepted:

By: _____
Jan Christiansen, Executive Director
GCADV

Date: _____

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

Date: _____

Attest:

_____
Tonya R. Grier
Clerk to the Commission

Approved as to Form:

_____
Brad Bowman
Office of the County Attorney

Approved as to Content:

_____
Natalie Zellner, Director
Fulton County District Attorney

ATTACHMENTS
II. Sub-grantee Approved Project Budget
III. Anti-Prostitution Certification

APPENDICES
I. Mandatory Standard Provisions
II. Federal Award Special Conditions

ATTACHMENT II
APPROVED PROJECT BUDGET

BUDGET AND BUDGET NARRATIVE

Class Category	**Amount**
a. Personnel	$127,192
b. Fringe Benefits	$64,088
c. Travel	$6,900
d. Equipment	$0
e. Supplies	$6,200
f. Contractual	$40,620
g. Other	$0
h. Total Direct Charges	$245,000
i. Indirect Charges	$0
j. Total Charges	$245,000

ATTACHMENT IV
ANTI-PROSTITUTION CERTIFICATION

Information about the Certification Regarding Prostitution and Related Activities

The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and which contribute to the phenomenon of trafficking in persons. Reducing the incidence of prostitution is therefore an inseparable part of the larger strategy of the U. S. to combat trafficking.

Section 7 of the Trafficking Victims Protection Reauthorization Act, 22 U.S.C. § 7110(g), provides that "No funds made available to carry out [the Act] may be used to promote, support, or advocate the legalization or practice of prostitution." It further provides that "No funds made available to carry out [the Act] may be used to implement any program . . . through any organization that has not stated in either a grant application, a grant agreement, or both, that it does not promote, support, or advocate the legalization or practice of prostitution." Therefore, organizations receiving ORR-administered Federal anti-trafficking funds must certify that they will not use the funds to promote, support or advocate the legalization or practice of prostitution.

Certification Regarding Prostitution and Related Activities

As an officer or other person authorized to bind the recipient organization of U.S. Government funds in connection with this grant award, I hereby make the following certification that is a prerequisite to the receipt of funds under this grant:

(1) Use of Funds Certification:

"I hereby certify that the recipient of the funds made available through this grant will not use such funds to promote, support, or advocate the legalization or practice of prostitution."

(2) Eligibility Certification:

____ (i) Primary Eligibility Certification: "I certify that the organization does not promote, support, or advocate the legalization or practice of prostitution and will not promote, support, or advocate the legalization or practice of prostitution during the term of this grant. I further certify that the organization does not operate through any other organization or individual that supports, promotes, or advocates the legalization or practice of prostitution."

Name of Recipient Organization:

By: _____
Printed Name: Robert L. Pitts, Chairman
Title: Fulton County Board of Commissioners

Date: _____

APPENDIX I

MANDATORY STANDARD PROVISIONS
For Sub-Grants with U.S.-Based Non-Profits

1. ACCOUNTING, INSPECTION, RECORD RETENTION, and AUDITING

1.1 Sub-grantee shall maintain books, records, documents and other evidence relating to the project in accordance with Generally Accepted Accounting Principles (GAAP) to sufficiently substantiate expenditures charged to this Sub-grant, as well as any reported cash or contributions in-kind cost share or matching requirement. Accounting records that are supported by documentation will at a minimum be adequate to clearly support all transactions incurred under the Sub-grant, all cost of the project supplied by other sources, and the overall progress of the project.

1.2 Federal regulation requires that recipients of federal assistance funds retain financial and programmatic records, supporting documents, statistical records, and all other records that are required by the terms of a grant, or may reasonably be considered pertinent to a grant, for a **period of three (3) years** from the date of the final financial statement report that includes expenditures from this Sub-grant. These records may be subject to an audit by the Federal donor agency, GCADV and/or their representatives. All records shall be maintained for such longer period, if any, as is required to complete an audit, to resolve all questions concerning expenditures unless approval has been obtained from GCADV to dispose of the records.

1.3 If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until litigation, claims or audit findings involving the records has been resolved.

1.4 Sub-grantee agrees that it shall have annually either an organizational audit of Federal funds or a program specific audit of the funds provided under this Sub-grant as well as the financial statements of the organization as a whole, in accordance with OMB Circular A-133 Audit Guidelines. The audit shall be a financial audit performed in accordance with the Government Audit Standards issued by the Comptroller of the United States.

1.5 Sub-grantee certifies that complies with the Uniform Guidance, and will provide notice of completion of required audits and any adverse findings which impact this subaward as required by parts 200.501-200.521, and will provide access to records as required by parts 200.336, 200.337, and 200.201 as applicable.

1.6 GCADV reserves the right to conduct a Sub-grant project audit (Financial and Programmatic) during the project term. Refusal to participate in an audit will delay or cancel fund allocations.

1.7 The Sub-grantee is expected to take reasonable care that systems are in place to ensure funds expended under this award are used for the purposes described in the sub-award and can be properly accounted for.

2. TERMINATION AND SUSPENSION

2.1 GCADV may suspend or terminate this award at any time, in whole or in part, if and when it is determined that the Sub-grantee has materially failed to comply with the terms and conditions of the grant.

2.2 GCADV may terminate this award at any time if funding is no longer available for the grants program, or if the federal donor agency unilaterally terminates the program due to extraordinary circumstances.

2.3 In the event of termination and/or suspension of Sub-grant Agreement, Sub-grantee will be notified in writing by GCADV within 15 days prior to the effective termination or suspension date. Upon notification, Sub-grantee shall take immediate action to minimize all expenditures against the Sub-grant.

2.4 In the event of termination for non-compliance with the terms of this Agreement, the Sub-grantee may be subject to other legal or administrative remedies, as appropriate.

2.5 No expenses can be charged against the grant after the effective date of termination.

3. DISPUTES

3.1 GCADV management staff shall consult with the Federal donor agency to determine the best course of action regarding any disputes that arise under this Sub-grant Agreement.

3.2 Sub-grantee has the right to appeal to GCADV and shall be given an opportunity to be heard and to offer evidence in support of its appeal.

3.3 Any appeal made under this provision shall be made in writing and addressed to the GCADV. A copy of the appeal may be provided at the same time to the Federal donor agency Program Specialist.

4. PROHIBITION OF SUPPLANTING

4.1 Sub-grantee shall use federal funds to supplement existing funds for program activities and may not replace (supplant) nonfederal funds that have been appropriated for the same purpose. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this Agreement, and civil and/or criminal penalties.

5. INSURANCE AND NON- LIABILITY

5.1 The Sub-grantee shall maintain all appropriate insurance coverage during the period this agreement remains in effect.

5.2 The Sub-grantee shall hold GCADV harmless for any loss or damage that may occur during transportation or delivery of project goods or services.

5.3 The Sub-grantee agrees to release, indemnify, and hold harmless GCADV, its officers, directors, employees, agents and its respective heirs, legal representatives, successors and assigns, from any and all claims, demands, liabilities, expenses (including reasonable

attorney's fees and disbursements, court costs, judgments, settlements and fines) arising out of, resulting from, or in connection with the performance of this Agreement by the Sub-grantee or a partner, agent or client of the Sub-grantee. This paragraph shall survive termination or expiration of this Agreement.

5.4 GCADV agrees to indemnify and hold Sub-grantee harmless from any and all claims, losses, debts or judgments, including attorney's fees and costs, if any, for copyright or trademark infringement in connection with Sub-grantee's use of GCADV approved name and logo in the performance of this sub-agreement.

7. DEBARMENT AND SUSPENSION

7.1 By signing this agreement, the Sub-grantee certifies that neither it nor its principals are presently debarred, suspended, ineligible, or voluntarily excluded from Federal Procurement or Non-procurement Programs.

8. COMPLIANCE WITH ANTI-TERRORISM CERTIFICATION

8.1 Executive Order 13224 and the USA Patriot Act prohibits recipients of Federal funds from knowingly conducting business with, employing individuals from, or contributing funds to persons or entities associated with terrorist activities or support.

8.2 A recipient of Federal funds, either directly or through a pass-through arrangement, must certify that it will comply with the Anti-Terrorism Certification as a condition of receiving the funds.

8.3 By signing this agreement, the Sub-grantee certifies that, as of the date on which this agreement is executed, the Sub-grantee named in this agreement does not knowingly employ individuals or contribute funds to entities or persons on either the Department of Treasury's Office of Foreign Assets Control *Specially Designated Nationals List,* the *Terrorist Exclusion List,* or any other watch list produced by or recognized by the Federal government that may amend, supplement, or supersede any or all of the above mentioned lists.

8.4 Should any change in circumstances pertaining to this certification occur at any time, the Sub-grantee will notify GCADV immediately.

9. CIVIL RIGHTS COMPLIANCE

9.1 Sub-grantee shall comply with nondiscrimination requirements contained in various federal laws. If a court or administrative agency makes a finding of discrimination on grounds of race, color, religion, national origin, gender, disability, or age against Sub-grantee after a due process hearing, the Sub-grantee agrees to forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.

10. LOBBYING

10.1 Sub-grantee shall not use federal funds for lobbying and agrees to disclose any lobbying activities by submitting Standard Form–LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

11. FORCE MAJEURE

11.1 Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

12. AMENDMENT

12.1 This Sub-grant Agreement may be amended, in writing, and by formal modifications to the basic Sub-grant document, after formal consultations and agreement between the pursuant parties to the agreement.

13. PROCUREMENT

13.1 Recipients of Federal funds must abide by procurement standards and provisions as defined in 2 CFR Part 215.

13.2 All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient shall be alert to organizational conflict of interest as well as non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurement. Awards shall be made to the bidder or offer that's bid or offer is responsive to the solicitation and is most advantageous to the recipient, price, quality and other factors considered. Solicitations shall clearly establish all requirements that the bidder or offer must fulfill in order for the bid or offer to be evaluated by the recipient.

13.3 Any and all bids or offers may be rejected when it is in the recipients interests to do so.

13.4 The Sub-grantee will not use any grant funds towards capital expenses.

14. PROPERTY

14.1 Any property procured through this agreement will remain vested with the Sub-grantee, unless the residual value is greater than or equal to $5,000, in which case Sub-grantee must request disposition instructions from GCADV. The Sub-grantee may request, in writing, that property greater than or equal to $5,000 remain with the Sub-grantee, provided that adequate justification is supplied.

14.2 The Sub-grantee must take all reasonable actions to protect property purchased through the Sub-grant funds from being damaged or stolen.

14.3 Sub-grantee shall ensure that any related promotional materials will acknowledge the Office of Justice Programs' financial contributions with the following statement in the designated acknowledgment section: "This project was made possible with funding provided by the Office of Justice Programs."

14.4 GCADV shall at its discretion have full access to and usage of any materials, in complete or excerpted form, produced as a result of the funding granted under this Agreement. Possible uses include publication in GCADV publications, on the GCADV website, and in local and national events or education tools. Sub-grantee shall be accorded acknowledgment for any materials produced by the Sub-grant and used by GCADV.

15. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

15.1 Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this application the Sub-Grantee certifies that it will comply with the requirements of the Act.

16. OTHER PROVISIONS

16.1 Unless otherwise indicated, the appropriate provisions of *Appendix A* in 28CFR-70 (for Sub-grants with source funding from DOJ), 22CFR-226 (for Sub-grants with source funding from USAID), 22CFR-145 (for Sub-grants with source funding from the DOS, or 45CFR-74 (for Sub-grants with source funding from DHHS) are adopted by reference. Other provisions applicable to this agreement are herein expressly stated.

17. GOVERNING LAW

17.1 This Agreement shall be interpreted and construed according to, and governed by, the substantive laws of the State of Georgia, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal or state courts located in the Venue cited in the Agreement shall have jurisdiction to hear any dispute under this Agreement.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0941 **Meeting Date:** 12/20/2023

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

Proclamation recognizing “Bhargavi P. Ladekar Appreciation Day.” **(Thorne)**

Proclamation recognizing “Braille Education Awareness Day.” **(Barrett)**

Proclamation recognizing “Southern Snow Seekers Ski Club Appreciation Day.” **(Hall/Abdur-Rahman)**

Proclamation recognizing “Mojo Appreciation Day.” **(Arrington)**

Proclamation recognizing “Fred Cool Breeze Bell Appreciation Day.” **(Arrington)**

Proclamation recognizing “Organized Noize Appreciation Day.” **(Arrington)**

Proclamation recognizing “Jermaine Dupri Appreciation Day.” **(Arrington)**

Proclamation recognizing “Dallas Austin Appreciation Day.” **(Arrington)**

Proclamation recognizing “JaMahr Backbone Williams Appreciation Day.” **(Arrington)**

Proclamation recognizing “Codaweb Accessibility Appreciation Day.” **(Abdur-Rahman)**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0904 **Meeting Date:** 12/20/2023

Department
Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew existing contracts - Department of Real Estate and Asset Management, 21ITB130447C-GS, Janitorial Services for Selected Fulton County Facilities (Groups E, F, G, H & I) in an amount not to exceed $1,092,157.00 with (A) Chi-Ada Corporation, (Atlanta, GA) in an amount not to exceed $533,355.00; (B) Quality Cleaning Services, Inc. (Douglasville, GA) in an amount not to exceed $261,756.00; and (C) American Facility Services, Inc. (Alpharetta, GA) in an amount not to exceed $297,046.00, to provide cleaning services for selected Fulton County facilities for Janitorial Groups E (South Libraries), F (Other Offices North and Other Offices South), G (South Senior Centers), H (Arts Centers), and I (North and South Service Centers). This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2024, through December 31, 2024. **(HELD ON 12/6/23)**

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 renewal includes the addition of janitorial services for the new Fulton County Animal Services facility in Group I (Service Centers) cleaned by American Facility

Services, Inc. (AFS) resulting in increased spending authority over the FY 2023 contract term. Additionally, the completion of the Consolidated Warehouse resulted in a decrease in the number of facilities (Group F-Other South Offices) and/or square footage (25,863 sq. ft) serviced by the Chi-Ada Corporation. In the Invitation to Bid, the County reserved the right to modify the facilities to be serviced or the services required at any time before, during or after the award and any such modification would be accompanied by a proportionate modification of the price based on the average price per cleanable square foot as awarded under this bid.

Scope of Work: These contracts 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 janitorial services at selected County facilities including the following:

1. **Group E: (South Libraries)** consists of 14 facilities: Adams Park, Cleveland, College Park, East Point, Fairburn, Hapeville, South Fulton, Southwest Regional, Washington Park, West End, Wolf Creek, Palmetto, Metropolitan and Southeast Atlanta Libraries and one parking area (South Fulton Parking Deck), with a total of 205,925 cleanable sq. ft.

2. **Group F: (Other Offices North)** - consists of two (2) facilities: Drug Court Training Center and Customer Service Center, formally WROC, with a total of 61,315 cleanable sq. ft.

3. **Group F (Other Offices South)** consists of two (2) facilities: Public Safety Training Center and Fulton Clubhouse for Youth, with a combined total of 28,286 cleanable sq. ft.

4. **Group G (South Senior Centers**) consists of eight (8) facilities: (HJC Bowden, Camp Truitt, Palmetto, Quality Living services, Hapeville, Camp Truitt 4-H Ed Center, New Beginnings and Southeast Senior Centers, with a combined total of 92,008 cleanable sq. ft.

5. **Group H (Arts Centers)** consists of three (3) facilities: West End Arts, Hammond House, and Aviation Community Cultural Center, with a combined total of 23,654 cleanable sq. ft.

6. **Group I (Service Centers)** consist of three (3) facilities: North & South Service Centers, and the new Fulton County Animal Services facility, with a total of 110,418 cleanable sq. ft.

Community Impact: The overall community impact is to provide clean and sanitary facilities for the selected County facilities.

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

These are time and material contracts. The total requested spending authority in the amount of $1,092,157.00 is sufficient to cover the costs for cleaning materials, janitorial supplies, labor hours to include day porters; additional events and unanticipated emergencies that may require additional ja nitorial support to maintain the required cleaning in these County facilities for FY2024.

1. **Chi-Ada Corporation** is responsible for providing janitorial services for Groups: Group E: (South Libraries), Group F (Other Offices North) & Group F (Other Offices South), and Group H (Arts Centers). Total of 319,180 cleanable sq. ft. assigned.

2. **Quality Cleaning Services, Inc.** is responsible for providing janitorial services for Group G (South Senior Centers). Total of 92,008 cleanable sq. ft. assigned.

3. **American Facility Services, Inc**. is responsible for providing janitorial services for Group I (North & South Service Centers). Total of 110,148 cleanable sq. ft. assigned.

Project Implications: These contracts are designed to provide and maintain sustainable clean and sanitary County facilities. The 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 contracts are not approved, the Department will not be able to provide janitorial services for the selected County facilities.

Contract Modification

(A) Chi-Ada Corporation

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0150	3/2/22	$437,224.00
1st Renewal	22-0820	11/2/22	$587,668.00
2nd Renewal			**$533,355.00**
Total Revised Amount			$1,558,247.00

(B) Quality Cleaning Services, Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0150	3/2/22	$194,646.00
1st Renewal	22-0820	11/2/22	$261,756.00
2nd Renewal			**$261,756.00**
Total Revised Amount			$718,158.00

(C) American Facility Services, Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0150	3/2/22	$140,059.00
1st Renewal	22-0820	11/2/22	$187,146.00

Contract Amendment No.1	23-0778	11/1/23	$18,259.33
2nd Renewal			**$297,046.00**
Total Revised Amount			$642,510.33

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

Total Contract Value: $1,092,157.00

(A)
Contract Value: $533,355.00
Prime Vendor: Chi-ADA Corporation
Prime Status: African American Male Business Enterprise
Location: Atlanta, GA
County: Fulton County
Prime Value: $533,355.00 or 100.00%

Total Contract Value: $533,355.00 or 100.00%
Total Certified Value: $533,355.00 or 100.00%

(B)
Contract Value: $261,756.00
Prime Vendor: Quality Cleaning Services, Inc.
Prime Status: African American Male Business Enterprise
Location: Douglasville, GA
County: Douglas County
Prime Value: $261,756.00 or 100.00%

Total Contract Value: $261,756.00 or 100.00%
Total Certified Value: $261,756.00 or 100.00 %

(C)
Contract Value: $297,046.00
Prime Vendor: American Facility Services
Prime Status: Non-Minority
Location: Alpharetta, GA
County: Fulton County
Prime Value: $184,168.52 or 62.00%

Subcontractor: CLM Facilities
Subcontractor Status: Hispanic Male Business Enterprise
Location: Atlanta, GA
County: Fulton County
Subcontractor Value: $112,877.48 or 38.00%

Total Contract Value: $187,046.00 or 100.00%
Total Certified Value: $112,877.48 or 38.00%

Grand Contract Value: $1,092,157 or 100.00%

Agenda Item No.: 23-0904 **Meeting Date:** 12/20/2023

Grand Certified Value: $907,988.48 or 83.14%

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

Exhibit 1: Contract Renewal Agreements
Exhibit 2: Contractor's Performance Reports
Exhibit 3: Contract Renewal Evaluation Form

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$771,929.00
Previous Adjustments:	$1,054,829.00
This Request:	$1,092,157.00
TOTAL:	$2,918,915.00

Grant Information Summary

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

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

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5221-1176: General, Real Estate and Asset Management, Cleaning Services- $1,092,157.00 "Subject to availability of funding adopted for FY2024 by BOC"

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

Agenda Item No.: 23-0904 **Meeting Date:** 12/20/2023

Cost Adjustment:	**Renewal/Extension Terms**: N renewal options remain

Overall Contractor Performance Rating:

American Facility Services	82
Quality Cleaning Services, Inc.	85
Chi-ADA Corporation	76

Would you select/recommend this vendor again?
Yes

Report Period Start: **4/1/2023**

Report Period End: **6/30/2023**

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 21ITB130447C-GS (A)

BID/RFP# TITLE: Janitorial Services for Selected Fulton County Facilities (Groups E, F, G, H & I)

ORIGINAL APPROVAL DATE: 3/2/2022

RENEWAL EFFECTIVE DATES: 1/ 1/ 2024 **THROUGH** 12/ 31/2024

RENEWAL OPTION #: 2 **OF** 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $533,355.00

COMPANY'S NAME: Chi-Ada Corporation

ADDRESS: 4820 W. Commercial Blvd

CITY: Tamarac

STATE: FL

ZIP: 33169

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein: Bid #21ITB130447C-GS (A)

FULTON COUNTY, GEORGIA

_____

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

_____

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

_____

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

CHI-ADA CORPORATION

_____

Bartholomew Okoro
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**

FULTON COUNTY

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 21ITB130447C-GS (B)

BID/RFP# TITLE: Janitorial Services for Selected Fulton County Facilities (Groups E, F, G, H & I)

ORIGINAL APPROVAL DATE: 3/2/2022

RENEWAL EFFECTIVE DATES: 1/ 1/ 2024 **THROUGH** 12/ 31/2024

RENEWAL OPTION #: 2 **OF** 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $261,756.00

COMPANY'S NAME: QCS Cleaning, Inc, dba Quality Cleaning Services, Inc.

ADDRESS: 6308 Linecrest Drive

CITY: Douglasville

STATE: GA

ZIP: 30134

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: Bid #21ITB130447C-GS (B)

FULTON COUNTY, GEORGIA

_____

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

_____

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

_____

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

QCS CLEANING, INC. DBA QUALITY CLEANING SERVICES, INC.

_____

Clifford Featherstone
President/CEO

ATTEST:

_____

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

_____

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: Real Estate and Asset Management

BID/RFP# NUMBER: 21ITB130447C-GS (C)

BID/RFP# TITLE: Janitorial Services for Selected Fulton County Facilities (Groups E, F, G, H & I)

ORIGINAL APPROVAL DATE: 3/2/2022

RENEWAL EFFECTIVE DATES: 1/ 1/ 2024 **THROUGH** 12/ 31/2024

RENEWAL OPTION #: 2 **OF** 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $297,046.00

COMPANY'S NAME: American Facility Services, Inc.

ADDRESS: 1325 Union Hill Industrial Court, Suite A

CITY: Alpharetta

STATE: GA

ZIP: 30004

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: Bid #21ITB130447C-GS (C)

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

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

AMERICAN FACILITYSERVICES, INC.

Andrea Nugent
Proposal Manager

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

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

Performance Evaluation Details

ID	E1
Project	Janitorial Services for Selected Fulton County Facilities(Groups E, F, G, H & I)
Project Number	21ITB130447C-GS
Supplier	American Facility Services, Inc.
Supplier Project Contact	Andrea Nugent (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	08/09/2023
Evaluation Type	Formal
Interview Date	08/08/2023
Expectations Meeting Date	08/08/2023
Status	Completed
Publication Date	08/09/2023 10:17 AM EDT
Completion Date	08/09/2023 10:17 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 *Not Specified*

TIMELINESS OF PERFORMANCE **14/20**

Rating

Satisfactory: There are no, or minimal, delays that impact achievement of contract requirements.

Comments AFS could improve somewhat in the area of periodic work. At times, they must be prompted to complete periodic tasks that should be on a regular schedule. Overall, they are performing adequately during this period.

BUSINESS RELATIONS **17/20**

Rating

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

Comments Project Management for AFS at the North and South Service Centers could continue to improve with increased quality control. Communication is positive and professional, but sometimes active responses to requests takes a little time.

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 To my knowledge, AFS is generally in compliance with County invoicing requirements.

GENERAL COMMENTS

Comments Overall, AFS has performed well at the North and South Service Centers during this period. They could continue to improve with increased quality control and more efforts towards meeting timelines for periodic tasks. In addition, a bit more attention needs to be given to night-time, detail cleaning.

Performance Evaluation Details

ID	E1
Project	Janitorial Services for Selected Fulton County Facilities(Groups E, F, G, H & I)
Project Number	21ITB130447C-GS
Supplier	QCS Cleaning Inc. DBA/ Quality Cleaning Services
Supplier Project Contact	Clifford Featherstone (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	07/26/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/26/2023 02:37 PM EDT
Completion Date	07/26/2023 02:37 PM 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 **14/20**

Rating

Satisfactory: There are no, or minimal, delays that impact achievement of contract requirements.

Comments Quality Cleaning continues to provide excellent service overall. They need to ensure that the required amount of day porter hours and night cleaning are followed consistently.

BUSINESS RELATIONS **17/20**

Rating

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

Comments *Not Specified*

CUSTOMER SATISFACTION **17/20**

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments *Not Specified*

COST CONTROL **20/20**

Rating

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

Comments *Not Specified*

GENERAL COMMENTS

Comments The contact for Quality is professional and responsive. They are knowledgeable in the area of janitorial services.

Performance Evaluation Details

ID	E1
Project	Janitorial Services for Selected Fulton County Facilities(Groups E, F, G, H & I)
Project Number	21ITB130447C-GS
Supplier	chi-Ada Corporation
Supplier Project Contact	Bart Okoro (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	08/28/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/28/2023 01:13 PM EDT
Completion Date	08/28/2023 01:13 PM EDT
Evaluation Score	76

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

During this rating period, Chi-Ada has struggled at times to provide adequate services in GROUP F - NORTH per the contract. Overall, they have performed somewhat better in GROUP F - SOUTH, GROUP E and GROUP H. However, they could benefit greatly from additional quality control and contract oversight.

TIMELINESS OF PERFORMANCE **14/20**

Rating

Satisfactory: There are no, or minimal, delays that impact achievement of contract requirements.

Comments

Additional attention needs to be placed on floor work scheduling / completion and cleaning and scrubbing of restrooms. In addition, there needs to be increased emphasis on the timely maintenance of the South Fulton Library parking deck.

BUSINESS RELATIONS **14/20**

Rating

Satisfactory: Response to inquiries and/or technical, service, administrative issues is consistently effective.

Comments

Communications and responsiveness have been hindered at times by an apparent lack of internal communication between Chi-Ada representatives during this period. Though the representatives almost always respond to County staff eventually, at times the responses are slow.

CUSTOMER SATISFACTION **14/20**

Rating

Satisfactory: Contractor representative is reasonably responsive to User Department request for information and professional.

Comments

Generally speaking, during this rating period there have still been a number of calls received and concerns expressed with regard to day-to-day cleaning. Chi-Ada would improve greatly in this area with additional quality control and training of on-site cleaners. Overall, customers have been satisfied though there are a few specific locations where this rating could improve.

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

Chi-Ada is an experienced company capable of providing improved services at County facilities with improvements in communications, training, and quality control.

Contract Renewal Evaluation Form

Date:	**July 19, 2023**
Department:	**Real Estate and Asset Management**
Contract Number:	**21ITB130447C-GS**
Contract Title:	**Janitorial Services for Selected County Facilities (Groups E, F, G, H & I)**

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.

   These contracts 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 selected County facilities which consists of 37 buildings.

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

   ☐ **Internet search of pricing for same product or service:**

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

Explanation / Notes:

The prices for Janitorial Services do reflect the current market value in the Atlanta metro area. This procurement was conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this bid is code Selection 102-373, Competitive Sealed Bid.

☐ **Market Survey of other jurisdictions:**

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	**City of Atlanta/Vince Williams**
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	☐ **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?**
FY2023 The County expenditures as of 9/19/2023, $623,815.33
FY2022 The County spent $757,771.45
FY2021 The County spent $798,773.13
FY2020 The County spent $786,151.30

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 12, 2023
Prepared by	**Date**
Joseph Davis Joseph N. Davis, Director	September 19, 2023
Department Head	**Date**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0905 **Meeting Date:** 12/20/2023

Department
Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew existing contracts - Department of Real Estate and Asset Management, 21ITB131067C-GS, On-Site Door Repair and Overhead Door Preventive and Predictive Maintenance Countywide in an amount not to exceed $215,000.00 with (A) Overhead Door Company of Atlanta, dba D.H. Pace Company, Inc., (Atlanta, GA) in an amount not to exceed $170,000.00; and (B) Piedmont Door Automation, dba Piedmont Door Solutions (Dawsonville, GA) in an amount not to exceed $45,000.00, to provide on-site door repair and preventive and predictive maintenance services on an “as-needed” basis Countywide facilities. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2024, through December 31, 2024. **(HELD ON 12/6/23)**

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, labor, tools, equipment, and appurtenances necessary to provide on-site door repair and preventive and predictive maintenance services Countywide

Scope of Work: . The scope of work includes inspection and repair of doors and mountings, wind locks, guides weather stripping, counterbalance and to inspect all pivot points, hinges latches, center roller supports and maintenance repair and replacement on a case-by case basis. Preventive and/or Predictive Maintenance (PM) checks include, but are not limited to:

- Visual and Audible Inspection
- Operations Check
- Roll-Up doors: Manual and Power Operated
- Swing Doors, ADA equipped Doors and Main Entrance
- Gates with Secured Access
- Fire doors and Fire Curtains
- Maintenance Services on Electromagnetic Devices when Necessary
- Repair and Replacement on Case-by-Case Basis

Community Impact: This contract impacts the community in having the ability to provide on-site doors repairs and maintenance services in Countywide facilities.

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

These are a time materials contract. The requested total spending authority in the amount of $215,000.00 is sufficient to cover the costs for replacement/component parts and hourly services for FY2024.

Project Implications: These contracts ensure safety and security of employees and citizens. In many cases, if inspections and repairs are not made, structural integrity of facilities will be compromised leading to vandalism and theft in County-owned facilities. Not having a professional contractor could, also, result in the County's failure to comply with Federal ADA requirements.

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

Department Issues/Concerns: If these contracts are not approved, the Department’s ability to address the needs for on-site door repair and preventive and predictive maintenance services, with its limited in-house staff, will suffer when specialized trained technicians and equipment are not available.

Contract Modification

(A) Overhead Door of Atlanta dba D. H. Pace Company, Inc.

Current Contract History	BOC Item	Date	Dollar Amount

Original Award Amount	22-0057	1/19/22	$170,000.00
Increase Spending Authority No. 1	22-0743	10/5/22	$30,000.00
1st Renewal	22-0731	10/5/22	$150,000.00
Increase Spending Authority No. 2	TMP-4153	10/18/23	$57,464.00
2nd Renewal			**$170,000.00**
Total Revised Amount			$602,464.00

(B) Piedmont Door Automation dba Piedmont Door Solutions

Current Contract History	**BOC Item**	**Date**	**Dollar Amount**
Original Award Amount	22-0057	1/19/22	$45,000.00
1st Renewal	22-0731	10/5/22	$65,000.00
2nd Renewal			**$45,000.00**
Total Revised Amount			$155,000.00

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

Total Contract Value: $215,000.00

(A)
Contract Value: $170,000.00
Prime Vendor: Overhead Door Company of Atlanta dba D.H. Pace Company, Inc.
Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Prime Value: $170,000.00 or 100.00%

Total Contract Value: $170,000.00 or 100.00%
Total Certified Value: $0.00 or 0.00%

(B)
Contract Value: $45,000.00
Prime Vendor: Piedmont Door Automation dba Piedmont Door Solutions
Prime Status: Non-Minority
Location: Dawsonville, GA
County: Dawson 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%

Grand Contract Value: $215,000.00 or 100.00%
Grand 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 Agreements
Exhibit 2: Contractor's Performance Reports
Exhibit 3: Contract Renewal Evaluation Form

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$215,000.00
Previous Adjustments:	$302,464.00
This Request:	$215,000.00
TOTAL:	$732,464.00

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- $145,000

"Subject to availability of funding adopted for FY2024 by BOC"

Funding Line 2:

100-520-5221-1116: General, Real Estate and Asset Management, Building Maintenance- $70,000
"Subject to availability of funding adopted for FY2024 by BOC"

Key Contract Terms	
Start Date: 1/1/2024	**End Date:** 12/31/2024
Cost Adjustment:	**Renewal/Extension Terms**: N renewal options remain

Overall Contractor Performance Rating: 82

Would you select/recommend this vendor again?
Yes

Report Period Start:
4/1/2023

Report Period End:
6/30/2023

FULTON COUNTY

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 21ITB131067C-GS (A)

BID/RFP# TITLE: On-Site Door Repair and Overhead Door Preventive and Predictive Maintenance Countywide

ORIGINAL APPROVAL DATE: 1/19/2022

RENEWAL EFFECTIVE DATES: 1/1/2024 through 12/31/2024

RENEWAL OPTION #: 2 **OF** 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $170,000.00

COMPANY'S NAME: Overhead Door Company of Atlanta, dba D.H. Pace Company, Inc

ADDRESS: 5105 Avalon Ridge Parkway

CITY: Peachtree Corners

STATE: GA

ZIP: 30071

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: 21ITB131067C-GS (A)

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

Joseph N. Davis, Director
Real Estate and Asset Management

OVERHEAD DOOR COMPANY OF ATLANTA DBA D.H. PACE COMPANY, INC.

Jeff Allen
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**

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 21ITB131067C-GS (B)

BID/RFP# TITLE: On-Site Door Repair and Overhead Door Preventive and Predictive Maintenance Countywide

ORIGINAL APPROVAL DATE: 1/19/2022

RENEWAL EFFECTIVE DATES: 1/1/2024 through 12/31/2024

RENEWAL OPTION #: 2 **OF** 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $45,000.00

COMPANY'S NAME: Piedmont Door Automation, dba Piedmont Door Solutions

ADDRESS: 67 American Way, Suite 160

CITY: Dawsonville

STATE: GA

ZIP: 30534

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: 21ITB131067C-GS (B)

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

Joseph N. Davis, Director
Real Estate and Asset Management

PIEDMONT DOOR AUTOMATION DBA PIEDMONT DOOR SOULUTIONS

Chris Mitchell
President & CEO

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	E5
Project	On-Site Door Repair and Overhead Door Preventive Predictive Maintenance
Project Number	21ITB131067C-GS
Supplier	Piedmont Door Solutions
Supplier Project Contact	Jim Adams (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	07/04/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/04/2023 05:07 PM EDT
Completion Date	07/04/2023 05:07 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 **14/20**

Rating

Satisfactory: Overall compliance requires minor User Department resources to ensure achievement of contract requirements.

Comments

The vendor provided goods and services of good quality. Technicians employed by the vendor were trained and the work met requirements in specifications and code. There have been no quality problems during the review period. Vendor does not work on rollup doors and doors/gates used for vehicular traffic. That is a limitation.

TIMELINESS OF PERFORMANCE **17/20**

Rating

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

Comments

Vendor's performance generally complied with schedules agreed upon, at the time of assignment of job or against work order/service call. There has been no serious delays in normal maintenance work or deliveries, during this review period.

BUSINESS RELATIONS **17/20**

Rating

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

Comments

The vendor has been very responsive to requests for services. Received excellent and timely response, for ordinary and emergency calls made on a weekend, from vendor's service organization. The Account Manager helped Fulton County track the work and 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

Services met user quality expectations most of the time and met specifications. Vendor's dedicated Account Manager made the communications very effective and eliminated the need for multiple channels of communication.

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

There have been no contract-pricing issues. There was one occasion where the vendor sent invoices after working on a wrong object. This invoice was later cancelled as requested by Fulton County. Other than that, the invoices were accurate and in time.

GENERAL COMMENTS

Comments

Not Specified

Performance Evaluation Details

ID	E5
Project	On-Site Door Repair and Overhead Door Preventive Predictive Maintenance
Project Number	21ITB131067C-GS
Supplier	DH Pace Company, Inc.
Supplier Project Contact	Jordan Fisher (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	07/04/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/04/2023 04:32 PM EDT
Completion Date	07/04/2023 04:32 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 **17/20**

Rating

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

Comments

The vendor provided goods and services of good quality. Technicians employed by the vendor were experienced. Work was carried out as required in the specifications or in compliance with industry standards. There has been no quality problems during the review period.

TIMELINESS OF PERFORMANCE **14/20**

Rating

Satisfactory: There are no, or minimal, delays that impact achievement of contract requirements.

Comments

Vendor's performance was generally honoring the schedules in the work order or service calls. However, there were delays in delivery which affected some planned maintenance or capital investment projects. Example: Replacement/upgrade of doors recommended by the Police Department for Government Center. Vendor needs to improve upon this.

BUSINESS RELATIONS **17/20**

Rating

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

Comments

The vendor has been very responsive to requests for services. Received excellent and very effective response, to emergency calls. Vendor cooperated with County's requirement of completing services and submitting invoices, within deadlines.

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

Parts and Services delivered by the vendor met user quality expectations and specifications most of the time. Vendor has an Accounts Manager dedicated to Fulton County and he made the communications very effective and minimized the response time in many service calls.

COST CONTROL **14/20**

Rating

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

Comments

Vendor's prices were considered high compared with prices paid for similar services to other contractors, but this was matched by quality of work. Invoices submitted were timely. No corrections to individual invoices were necessary during the review period but there have been some instances of duplicate or double invoicing. Vendor needs to look into this matter.

GENERAL COMMENTS

Comments

Vendor is reliable as far as quality of work and ability to respond to diverse requirements. Suggest retaining the contract.

Contract Renewal Evaluation Form

Date:	**July 21, 2023**
Department:	**Real Estate and Asset Management**
Contract Number:	**21ITB131067C-GS**
Contract Title:	**On-Site Door Repair and Overhead Door Preventive and Predictive Maintenance 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 contract is used on an "as needed" basis. Before awarding individual work to contractor, in house resources are utilized to troubleshoot the issues and correctly identify the problems and identify repair required. This eliminates the time spent by the contractor on these tasks. Contractor is called in only after-hours and when our in-house resources are not sufficient to complete the work in a timely manner and where the work involves compliance with ADA or Fire Codes. Contractor is also called when the repair /replacement of overhead door is involved, for which the County does not have trained technicians.

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 3, 2023
Price found:	**$ 300 average**
Different features / Conditions:	**Commercial OH Doors**
Percent difference between internet price and renewal price:	**48%**

Explanation / Notes:

A comparison was made with Commercial Door Services rates available on an internet search. Doors come in a myriad of sizes, materials, and levels of quality. For interior doors, average repair prices fall in the $100–300 range. For exterior doors, expect costs of $150–500 for repair. Interior and exterior doors can cost $200–500 and $250–2,500+ for replacement, respectively Based on the lowest labor rates quoted by the vendor against this bid, and assuming a 3 hrs. average for repairing a similar door, the cost comes out to $ 135. This is still less expensive than the rates available in the market

☐ **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):**

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

FY2023 The County allocated expenditures as of 9/21/2023, $142,871.60
FY2022 The County spent $217,926.41
FY2021 The County spent $343,164.00
FY2020 The County spent $183,965.00
FY2019 The County spent $346,835.42

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

Was it part of the initial contract? ☐ **Yes** ☒ **No**

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

Explanation / Notes:

Click here to enter text.

4. **Is this a seasonal item or service?** ☐ **Yes** ☒ **No**

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

   Fulton County does not have technicians with training or experience to undertake repair of commercial entry systems like roll-up doors and metal doors. Certain mandated requirements like ADA and National Fire Codes require engagement of qualified installers, to avoid liability

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

   If these contracts are not approved, the County will not be able to secure the buildings, parking lots and workshops effectively and in a timely manner. This could lead to loss of assets and life.

Vijay Nair Vijay Nair, Bldg. Maintenance Mgr.-Central Willie Perryman, Bldg. Maintenance Mgr.-Greater	September 21, 2023
Prepared by	**Date**
Joseph Davis Joseph N. Davis	September 27, 2023
Department Head	**Date**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0906 **Meeting Date:** 12/20/2023

Department
Registration & Elections

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew an existing contract - Registration & Elections, 22ITBC031722MH-C, Ballot Printing in an amount not to exceed $560,000.00 with Tattnall Journal, Inc. dba Tattnall Ballot Solutions (Reidsville, GA), to provide ballot printing services for the 2024 elections: Presidential Preference Primary (PPP), Presidential Primary Election, Presidential Primary Run-off Elections, Presidential General Election and the Presidential General Run-off Election. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2024, through December 31, 2024. **(HELD ON 12/6/23)**

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: To renew contract to provide for Printing Ballots for absentee voting for the 2024 elections: Presidential Preference Primary (PPP), Presidential Primary Election, Presidential Primary Run-off Elections, Presidential General Election and the Presidential General Run-off Election.

Agenda Item No.: 23-0906 **Meeting Date:** 12/20/2023

Scope of Work: This contract provides ballot style setup, provide pre-filled ballots for test deck and print ballots for non-partisan absentee, advance voting and Election Day. Pursuant to O.C.G.A. Section 21-2-372, ". . . ballots shall be printed on security paper that incorporates features which can be used to authenticate the ballot as an official ballot but which do not make the ballot identifiable to a particular elector." Therefore, ballots will be produced on a Sub 80lb Dominion ImageCast Vote Secure IR security ballot paper.

Community Impact: Registration and Elections staff is not aware of any community impact.
Department Recommendation: The Department of Registration and Elections recommends approval.

Project Implications: The approval of the request to renew this existing contract will ensure the Department follows state election laws.

Community Issues/Concerns: The approval to renew the existing contract will ensure the availability of absentee ballots for these elections.

Department Issues/Concerns: The approval of the request to renew the existing contract will ensure the Department follows state election laws.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0239	4/13/2022	$76,610.00
Increase spending authority	22-0438	6/15/2022	$149,907.74
Increase spending authority	22-0574	8/17/2022	$181,740.00
Renewal No. 1	22-0926	12/07/2022	$170,000.00
Renewal No. 2			**$560,000.00**
Total Revised Amount			$1,138,257.74

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

Contract Value: **$560,000.00 (price to be determined based on election)**
Prime Vendor: **The Tattnall Journal, Inc. dba Tattnall Ballot Solutions**
Prime Status: **Non-Minority**
Location: **Reidsville, GA**
County: **Tattnall County**
Prime Value: **$560,000.00 or 100.00%**

Total Contract Value: **$560,000.00 or 100.00%**
Total Certified Value: **$-0-**

Exhibits Attached:

Exhibit 1: Contract Renewal Agreement

Exhibit 2: Contractor Performance Report
Exhibit 3: Contract Renewal Evaluation Form

Contact Information:

Nadine Williams, Director, Registration and Elections, 404-612-3130

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$ 76,610.00
Previous Adjustments:	$ 501,647.74
This Request:	$ 560,000.00
TOTAL:	$1,138,257.74

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:

100-265-2656-1459: General, Registration & Elections, Printing - $100,000.00 **(price to be determined based on election - pending 2024 budget approval)**

Funding Line 2:

100-265-2654-1459: Elections, Registration & Elections, Printing - $150,000.00 **(price to be determined based on election - pending 2024 budget approval)**

Funding Line 3:

100-265-2655-1459: General, Registration & Elections, Printing - $80,000.00 **(price to be determined based on election - pending 2024 budget approval)**

Funding Line 4:

100-265-2653-1459: Elections, Registration & Elections, Printing - $150,000.00 **(price to be determined based on election - pending 2024 budget approval)**

Funding Line 5:

100-265-2658-1459: General, Registration & Elections, Printing - $80,000.00 **(price to be determined based on election - pending 2024 budget approval)**

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

Overall Contractor Performance Rating: 100

Would you select/recommend this vendor again?
Yes

Report Period Start: **5/1/2023**

Report Period End: **9/30/2023**

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Registration & Elections

BID/RFP# NUMBER: 22ITBC031722MH-C

BID/RFP# TITLE: Ballot Printing

ORIGINAL APPROVAL DATE: 4/13/2022

RENEWAL EFFECTIVE DATES: 1/1/2024 through 12/31/2024

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $560,000.00

COMPANY'S NAME: Tattnall Journal, Inc. dba Tattnall Ballot Solutions

ADDRESS: PO Box 278 - 114-B North Main St.

CITY: Reidsville

STATE: GA

ZIP: 30453

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	**TATTNALL JOURNAL dba TATTNALL BALLOT SOLUTIONS**
Robert L. Pitts, Chairman Fulton County Board of Commissioners	**Russ Rhoden**
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 27, 2023**
Department:	REGISTRATION AND ELECTIONS
Contract Number:	22ITBC031722MH-C
Contract Title:	Ballot Printing

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 costs of purchases ballot are comparable to other out of state vendors and the amounts neighboring counties are paying.

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:	10/30/203
Price found:	**.29-2.25**
Different features / Conditions:	**Multiple languages, front and back, and size**
Percent difference between internet price and renewal price:	**unknown**

Explanation / Notes:

Gwinnett Co. use another vendor that is out of state because their ballots require multiple languages and the cost of their ballots are significantly higher

☒ **Market Survey of other jurisdictions:**

Date contacted:	October 30, 2023
Jurisdiction Name / Contact name:	**Clayton County**
Date of last purchase:	December 1, 2022
Price paid:	**.37**
Inflation rate:	**unknown**
Adjusted price:	**unknown**
Percent difference between past purchase price and renewal price:	**unknown**
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?	**Their rate is more.**

Explanation / Notes:

Fulton's rate is .31 cents and Clayton's rate is .37 cents and the set-up fee is the same

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

I contacted 4 counties and at the time of this submission 2 responded

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

   $285,038.87

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:

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.**

   We are assessing what services can be completed in-house when the new automated system is installed and personnel are fully trained.

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

   This would violate state law. We currently do not possess the tools/ equipment to provide this service. Also, in case of an emergency we need a vendor that can print and deliver within no notice.

Mariska Bodison	October 30, 2023
Prepared by	**Date**
Nadine Williams	November 1, 2023
Department Head	**Date**

MARKET SURVEY

Date:

Department: Registration & Elections

Contract Number: 22ITBC031722MH-C

Contract Title: Ballot Printing

Prepared by: Mariska Bodison

I have completed a telephone market survey of the following organizations and received the comments noted.

Organization:	**Cobb County**	**Clayton County**	**Dekalb County**	**Gwinnett County**
Person:	Erica Hamilton/ Gerry Miller	Scott Brown	Jay Catherwood	Zachary Manifold
Phone No.:		770..477.3372	404.298.4491	678.226.7234
Position:		Registration Manager	Management Analyst	Director
Are you aware of any new vendors?	No response.	Not using alternative	Not using alternative	Yes, provided bids received.
Are you aware of a reduction in pricing in this industry?		No	No	No, possible increase
How does pricing compare to FC's current contract?		250.00 Set up fee .37 cents Per Ballot	.31 cents	Requirements differ because their ballots are in english and spanish
Considering all factors, would you renew or re-bid now?		Renew	Not planning to change	Not the same vendor Renew
Term of contract.		1 year	1 year	1 year

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0943 **Meeting Date:** 12/20/2023

Department
Information Technology

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew an existing contract - Department of Information Technology, 21ITB1007B -PS, Network Equipment Maintenance & Support, in an amount not to exceed $3,137,962.45, with Presidio Inc. (New York, NY), to provide provisioning, maintenance and support services of network and physical security equipment countywide. This action exercises the second of two renewals options. No renewal options remain. Effective dates: January 1, 2024, through December 31, 2024.

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

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

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

Is this a purchasing item?
Yes

Summary & Background: This request of $3,137,962.45 represents a 16% decrease in spending authority in FY2024 over FY2023 due to completion of significant network infrastructure initiatives Countywide to include the Elections Operations Center/Consolidated Warehouse. Requesting authority for replacement of critical end-of-life infrastructure equipment and network support services for all enterprise network system devices impacting key county facilities (Government Center, Libraries, and all 91 remote facilities). All departments Countywide will be impacted by these initiatives.

Key Projects:

· Network Upgrades - Replacement of End of Life/End of Service Cisco Hardware supporting significant infrastructure system components - (Q1-Q3) 2024

· Calabrio Call Recording (Q1-Q2) 2024

· Webex Calling (Q1-Q2) 2024

Scope of Work: Information Technology requests approval for renewal of this contract in support of our Cisco telecommunication, physical security equipment maintenance, and support services County-wide. This contract will provide specialized support and maintenance services as well as the ability to acquire new Cisco voice IP solutions, data, physical security equipment, switches, routers, badge/card readers and virtual machines.

Community Impact: This contract ensures continuity of critical services, operations and support of our existing network infrastructure and devices.

Department Recommendation: Department recommends approval.

Project Implications: This contract is essential to the effective maintenance and support of the County's network, voice, data and physical security equipment. Disapproval of this agreement will cause disruption to critical network services, support and continuity of operations for Fulton County Government and its citizens of Fulton County.

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

Department Issues/Concerns: If not approved, IT will be unable to provide support services that are critical to County operations.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-1043	12/15/2021	$2,695,500.00
1st Renewal	22-0974	12/14/2022	$3,652,260.25
2nd Renewal			**$3,137,962.45**
Total Revised Amount			$9,485,722.70

Contract & Compliance Information

Contract Value: **$3,137,962.45**

Prime Vendor: **Presidio Inc.**
Prime Status: **Non-Minority**
Location: **New York, NY**
County: **New York County**

Prime Value: **$3,137,962.45 or 100.00%**

Total Contract Value: **$3,137,962.45 or 100.00%**
Total Certified Value: **$0.00 or 0.00%**

Exhibits Attached

Exhibit 1: Potential Projects for 2024
Exhibit 2: Contract Renewal Evaluation Form
Exhibit 3: Contractor Performance
Exhibit 4: Contract Renewal Agreement

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$2,695,500.00
Previous Adjustments:	$3,652,260.25
This Request:	$3,137,962.45
TOTAL:	$9,485,722.70

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

100-220-2203-1113: General Funds, Information Technology, Data Proc-Systems Dev, Software License, $3,137,962.45 (Smartnet & Flex; Subject to availability and approval of FY2024 capital

(Fund 500) and operating budget funding by BOC)

Key Contract Terms	
Start Date: 1/1/2024	**End Date: 12/31/2024**
Cost Adjustment:	**Renewal/Extension Terms**: N renewal options remain.

Overall Contractor Performance Rating: 80

Would you select/recommend this vendor again?
Yes

Report Period Start:
7/1/2023

Report Period End:
9/30/2023

Proposed Projects -Presidio FY2024	Estimates
Network Refresh	$1,396,000
SmartNet Support	$464,719
Flex WebEx Contact Center	$66,876
Flex WebEx Calling	$219,530
Meraki Licensing and Support	$461,538
Calabrio Call Recording License	$120,000

Contingency	$409,299.45	**15% - Contingency**
Total Budgetary Estimate	**$3,137,962.45**	**Contingency included**

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Information Technology

BID/RFP# NUMBER: 21ITB1007B-PS

BID/RFP# TITLE: Network Equipment Maintenance & Support

ORIGINAL APPROVAL DATE: 12/15/2021

RENEWAL EFFECTIVE DATES: 1/1/24 through 12/31/24

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $ 3,137,962.45

COMPANY'S NAME: Presidio Inc.

ADDRESS:

CITY: New York

STATE: New York

ZIP:

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	[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

Performance Evaluation Details

ID	E1
Project	NETWORK EQUIPMENT MAINTENANCE & SUPPORT
Project Number	21ITB1007B-PS
Supplier	Presidio, Inc.
Supplier Project Contact	Catherine A Bowen (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	07/01/2023 to 09/30/2023
Effective Date	11/15/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	11/15/2023 02:17 PM EST
Completion Date	11/15/2023 02:17 PM EST
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 *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 **14/20**

Rating

Satisfactory: Response to inquiries and/or technical, service, administrative issues is consistently effective.

Comments Response to inquiries and/or technical, service, administrative issues is consistently effective, but need not exceed our expectation.

CUSTOMER SATISFACTION **17/20**

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments *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*

Presidio's Performance Rating Guide:

Evaluation Score: Excellent

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 SERVICEWEIGHT: 0/20

Rating - **Excellent**

Outstanding: The contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met, minor problems, highly effective corrective actions.
Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.
Satisfactory: Overall compliance requires minor User Department resources to ensure achievement of contract requirements.
Needs Improvement: Overall compliance requires significant User Department resources to ensure achievement of contract requirements.
Unsatisfactory: Non-conformances are jeopardizing the achievement of contract requirements, despite use of User Department resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards containing similar requirements.
Comments*****

TIMELINESS OF PERFORMANCEWEIGHT: 0/20

Rating - **Excellent**

Outstanding: The contractor has demonstrated an outstanding performance level, significantly exceeded delivery requirements, all on-time deliveries to the Government's benefit.
Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.
Satisfactory: There are no, or minimal, delays that impact achievement of contract requirements.
Needs Improvement: Delays require minor User Department resources to ensure achievement of contract requirements.
Unsatisfactory: Delays require significant User Department resources to ensure achievement of contract requirements.
Comments*****

BUSINESS RELATIONSWEIGHT: 0/20

Rating – **Satisfactory**

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".
Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.
Satisfactory: Response to inquiries and/or technical, service, administrative issues is consistently effective.
Needs Improvement: Response to inquiries and/or technical, service, administrative issues is somewhat effective.
Unsatisfactory: Response to inquiries and/or technical, service, administrative issues is marginally effective.
Comments*****
CUSTOMER SATISFACTIONWEIGHT: 0/20

Rating - **Excellent**

Outstanding: Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.
Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.
Satisfactory: Contractor representative is reasonably responsive to User Department request for information and professional.
Needs Improvement: Contractor representative is less responsive and less professional, requires User Department resources to identify/resolve performance/specification issues.
Unsatisfactory: Contractor representative is delinquent in responding to performance/specification issues, requires significant User Department resources to ensure issues are addressed.
Comments*****
COST CONTROLWEIGHT: 0/20

Rating - **Excellent**

Outstanding: Compliance with contract pricing, all cost discrepancies are clearly identified with explanation; compliance with invoice submission requirements/price substantiation.
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.
Satisfactory: Minimal contract pricing issues, cost discrepancies identified by User Department that require explanation, cost/price issues resolved in timely manner.
Needs Improvement: Contract pricing issues are only identified by User Department and require User Department resources to resolve; corrections not resolved in timely manner.
Unsatisfactory Significant pricing issues which require significant User Department resources to resolve; corrective response time inadequate.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0944 **Meeting Date:** 12/20/2023

Department
Information Technology

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew an existing contract - Department of Information Technology, 22ITBC1006B-PS, Fulton PC Refresh Enterprise Workstation in an amount not to exceed $1,500,000.00 with CDW Government (Vernon Hills, IL) to provide enterprise business class desktop personal computers (PCs), laptops, monitors and docking stations, specialty computing devices to include iPads, iMacs, Microsoft Surface Pros and supporting peripherals. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2024, through December 31, 2024.

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

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*
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: Information Technology requests approval for renewal of this contract to provide enterprise business workstation hardware to include but not limited to personal computers, laptops, monitors docking station and peripherals for both standard and specialty equipment. Non-standard specialty equipment includes but not limited to Toughbooks, tablets, and specific business dependent devices such as MAC and Surface Pros. This renewal also includes warranty support

and imaging services from the vendor.

Funding for this recommendation is subject to availability of FY2024 Capital Fund (Technology Refresh) and Operating General funds (Department Budget).

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

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

Department Recommendation: Department recommends approval.

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

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

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

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0245	4/12/2023	$1,431,319.61
1st Renewal			$1,500,000.00
Total Revised Amount			$2,931,319.61

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

Contract Value: **$1,500,000.00**

Prime Vendor: **CDW Government**
Prime Status: **Non-Minority**
Location: **Vernon Hills, IL**
County: **Lake 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%**

Agenda Item No.: 23-0944 **Meeting Date:** 12/20/2023

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

Exhibit 1: Contract Renewal Evaluation
Exhibit 2: Contract Renewal Agreement
Exhibit 3: Performance Report

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$1,431,319.61
Previous Adjustments:	$0.00
This Request:	$1,500,000.00
TOTAL:	$2,931,319.61

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:

Funding provided by agencies requesting products and services - $584,105.00 (Subject to availability of funding adopted for FY2024 by BOC)

Funding Line 2:

500-220-2200-A060 $915,895.00 (Subject to availability of funding adopted for FY2024 by BOC)

Key Contract Terms

Agenda Item No.: 23-0944 **Meeting Date:** 12/20/2023

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

Overall Contractor Performance Rating: 88

Would you select/recommend this vendor again?
Yes

Report Period Start: **7/1/2023**

Report Period End: **9/30/2023**

Contract Renewal Evaluation Form

Date:	**November 16, 2023**
Department:	INFORMATION TECHNOLOGY
Contract Number:	22ITBC1006B-PS
Contract Title:	CDW - Computer Hardware Equipment

Instructions:

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

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

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

2. **Describe the analysis you made to determine 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 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?	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?**

   2023 $1,430,568.07

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

Sherri McNair	November 16, 2023
Prepared by	**Date**
Kevin Kerrigan	Click here to enter a date.
Department Head	**Date**

Performance Evaluation Details

ID	E1
Project	Fulton County PC Refresh
Project Number	22ITBC1010B-PC
Supplier	CDW Government LLC
Supplier Project Contact	Brett Johnson (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	07/01/2023 to 09/30/2023
Effective Date	12/06/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	12/06/2023 02:59 PM EST
Completion Date	12/06/2023 02:59 PM EST
Evaluation Score	88

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE **20/20**

Rating

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

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

TIMELINESS OF PERFORMANCE **17/20**

Rating

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

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

BUSINESS RELATIONS **17/20**

Rating

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

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

CUSTOMER SATISFACTION **20/20**

Rating

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

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

COST CONTROL **14/20**

Rating

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

Comments Meets the requirements for satisfactory.

GENERAL COMMENTS

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

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Information Technology

BID/RFP# NUMBER: 22ITBC1006B-PS

BID/RFP# TITLE: Fulton County Government Computer Hardware Equipment Refresh

ORIGINAL APPROVAL DATE: April 12, 2023

RENEWAL PERIOD: FROM: January 1, 2024 **THROUGH** December 31, 2024

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 1

RENEWAL AMOUNT: $1,500,000.00

COMPANY'S NAME: CDW Government

ADDRESS: 230 N Milwaukee Ave

CITY: Vernon Hills

STATE: Illinois

ZIP: 60061

This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners on BOC DATE: BOC NUMBER:

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA	[INSERT COMPANY NAME]
Robert L. Pitts, Chairman Fulton County Board of Commissioners	[Insert name] [Insert title]
ATTEST:	ATTEST:
Tonya R. Grier Clerk to the Commission	Secretary/ Assistant Secretary
(Affix County Seal)	(Affix Corporate Seal)
AUTHORIZATION OF RENEWAL:	ATTEST:
[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.: 23-0945 **Meeting Date:** 12/20/2023

Department
Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew existing contracts - Department of Real Estate and Asset Management, 21ITB130241C-CG, Standby Plumbing Repair Services in the total not to exceed amount of $350,000.00 with (A) Liquid Services & Logistic, LLC formerly Talon Property Services, LLC (Atlanta, GA) in an amount not to exceed $100,000.00; (B) J2 Connect, Inc. dba J Squared Plumbing Co., Inc. (McDonough, GA) in an amount not to exceed $125,000.00; and (C) B & W Mechanical Contractors, Inc. (Lawrenceville, GA) in an amount not to exceed $125,000.00, to provide on-site standby plumbing repair 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, 2024, through December 31, 2024.

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

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

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

Is this a purchasing item?
Yes

Summary & Background: These contracts furnish all materials, labor, tools, equipment, and parts necessary to provide on-site standby plumbing repair services on an “as needed” basis for Fulton County facilities.

Scope of Work: The Scope of Work includes but not limited to:

1. Repairing/replacing and installing water mains, water lines, re-routing water supply lines, storm water and sewer lines, manholes, grating, and retention basins.
2. Installing, repairing, and replacing fixtures such as faucets, mixing valves, toilets, urinals, tubs, sinks, kitchen sinks, ball valves, angle/straight stops, pressure-reducing valves, and any commercial plumbing fixture such as floor sinks, dishwashers, any specialty kitchen/bathroom.
3. Installing and repairing water heaters, sump pumps, circulation pumps and plumbing for icemakers. Installation and adjustment of drinking water fountains, repairing irrigation sprinkler systems, and minor masonry repair jobs caused by plumbing work.

Community Impact: These services are necessary for the environmental health to have working plumbing systems to protect 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. The requested spending authority in the total amount of $350,000.00 will cover costs for routine maintenance services and emergency repairs of parts and components, inspections, special equipment, and quoted hourly rates for standby plumbing services for FY2024. Moreover, B & W Mechanical was chosen as the provider for the County's capital Backflow Device replacement program which necessitates a higher authority amount. Additionally, the County has added over 700,000 square feet to its facility portfolio. This increases the need for the services provided under this contract for which the County does not possess the in-house capacity to perform.

Project Implications: These contracts require specialty tools, equipment, training, and skills that the County's in-house staff do not have. Without these contracts in place, plumbing repair services will not be performed in a timely or cost-effective manner.

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

Department Issues/Concerns: If these renewal contracts are not approved, the Department's ability to address plumbing repair services in a timely or cost-effective manner will be jeopardized.

Contract Modification

(A) Liquid Services & Logistic, LLC formerly Talon Property Services, LLC

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0874	11/3/21	$90,000.00
Increase Spending Authority No. 1	22-0826	11/2/22	$50,000.00
1st Renewal	22-0732	10/5/22	$90,000.00
Accept Assignment & Assumption	23-0564	9/6/23	N/A

Increase Spending Authority No. 2	TMP-4110	10/18/23	$34,500.00
2nd Renewal			**$100,000.00**
Total Revised Amount			$364,500.00

(B) J2 Connect, Inc. dba J Squared Plumbing Co., Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0874	11/3/21	$90,000.00
Increase Spending Authority No. 1	22-0826	11/2/22	$85,000.00
1st Renewal	22-0732	10/5/22	$100,000.00
Increase Spending Authority No. 2	TMP-4110	10/18/23	$11,828.00
2nd Renewal			**$125,000.00**
Total Revised Amount			$411,828.00

(C) B & W Mechanical Contractors, Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0874	11/3/21	$45,000.00
Increase Spending Authority No. 1	22-0826	11/2/22	$8,000.00
1st Renewal	22-0732	10/5/22	$160,000.00
2nd Renewal			**$125,000.00**
Total Revised Amount			$338,000.00

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

Total Contract Value: $350,000.00

(A)

Contract Value: $100,000.00

Prime Vendor: Liquid Services & Logistic, LLC formally Talon Property Services, LLC

Prime Status: Non-Minority

Location: Atlanta, GA

County: Fulton County

Prime Value: $90,000.00 or 90.00%

Subcontractor: Bray Electric

Subcontractor Status: **White Female Business Enterprise**

Location: **Decatur, GA**

County: **Dekalb County**

Subcontractor Value: **$5,000.00 or 5.00%**

Subcontractor: **Innovative Renovation Group**

Subcontractor Status: **Hispanic Male Business Enterprise**

Location: **Decatur, GA**

County: **Dekalb County**

Subcontractor Value: **$5,000.00 or 5.00%**

Total Contract Value: **$100,000.00 or 100.00%**

Total Certified Value: **$10,000.00 or 10.00%**

(B)

Contract Value: **$125,000.00**

Prime Vendor: **J2 Connect, Inc. dba J Squared Plumbing Co. Inc.**

Prime Status: **African American Male Business Enterprise**

Location: **McDonough, GA**

County: **Henry County**

Prime Value: **$125,000.00 or 100.00%**

Total Contract Value: **$125,000.00 or 100.00%**

Total Certified Value: **$125,000.00 or 100.00%**

(C.)

Contract Value: **$125,000.00**

Prime Vendor: **B & W Mechanical Contractors, Inc.**

Prime Status: **Non-Minority**

Location: **Lawrenceville, GA**

County: **Gwinnett County**

Prime Value: **$125,000.00 or 100.00%**

Total Contract Value: **$125,000.00 or 100.00%**

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

Grand Contract Value: **$350,000.00 or 100.00%**

Grand Certified Value: **$135,000.00 or 38.57%**

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: $225,000.00
Previous Adjustments: $539,328.00

Agenda Item No.: 23-0945 **Meeting Date:** 12/20/2023

This Request:	$350,000.00
TOTAL:	$1,114,328.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5220-1116: General, Real Estate and Asset Management, Building Maintenance- $175,000.00
"Subject to availability of funding adopted for FY2024 by BOC"

Funding Line 2:

100-520-5221-1116: General, Real Estate and Asset Management, Building Maintenance- $175,000.00
"Subject to availability of funding adopted for FY2024 by BOC"

Key Contract Terms	
Start Date: 1/1/2024	**End Date:** 12/31/2024
Cost Adjustment: Click here to enter text.	**Renewal/Extension Terms**: N renewal options remain

Overall Contractor Performance Rating:

Talon Property Services, LLC	88
J Squared Plumbing Co. Inc.	88
B & W Mechanical Contractors, Inc.	91

Would you select/recommend this vendor again?
Yes

Report Period Start: **4/1/2023**

Report Period End: **6/30/2023**

FULTON COUNTY

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 21ITB130241C-CG

BID/RFP# TITLE: Standby Plumbing Repair Services

ORIGINAL APPROVAL DATE: 11/3/2021

RENEWAL EFFECTIVE DATES: 1/ 1/ 2024 **THROUGH** 12/ 31/2024

RENEWAL OPTION #: 2 **OF** 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $100,000.00

COMPANY'S NAME: Liquid Services & Logistic, LLC formerly Talon Property Services, LC

ADDRESS: 732 Pryor St. SW

CITY: Atlanta

STATE: GA

ZIP: 30315

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: #21ITB130241C-CG

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

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

LIQUID SERVICES & LOGISTIC, LLC
FORMERLY TALON PROPERTY SERVICE LLC

Robert Hella
Managing Member

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

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: Real Estate and Asset Management

BID/RFP# NUMBER: 21ITB130241C-CG

BID/RFP# TITLE: Standby Plumbing Repair Services

ORIGINAL APPROVAL DATE: 11/3/2021

RENEWAL EFFECTIVE DATES: 1/ 1/ 2024 **THROUGH** 12/ 31/2024

RENEWAL OPTION #: 2 **OF** 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $125,000.00

COMPANY'S NAME: J2 Connect, Inc. dba J Squared Plumbing Co., Inc.

ADDRESS: 3137 E. Fairview Road

CITY: McDonough

STATE: GA

ZIP: 30252

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: #21ITB130241C-CG

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

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

J2 CONNECT, INC DBA SQUARED PLUMBING CO., INC.

Broderick D. Jackson
President/Owner

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 21ITB130241C-CG

BID/RFP# TITLE: Standby Plumbing Repair Services

ORIGINAL APPROVAL DATE: 11/3/2021

RENEWAL EFFECTIVE DATES: 1/ 1/ 2024 **THROUGH** 12/ 31/2024

RENEWAL OPTION #: 2 **OF** 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $125,000.00

COMPANY'S NAME: B & W Mechanical Contractors, Inc.

ADDRESS: 1940 Riverside Parkway

CITY: Lawrenceville

STATE: GA

ZIP: 30043

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: #21ITB130241C-CG

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

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

B & W MECHANICAL CONTRACTORS, INC.

Chris Kinney
Account Manager

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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

Performance Evaluation Details

ID	E3
Project	Standby Plumbing Services
Project Number	21ITB1302418C-CG
Supplier	B&W Mechanical Contractors Inc.
Supplier Project Contact	chris kinney (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	07/31/2023
Evaluation Type	Formal
Interview Date	07/31/2023
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/31/2023 07:35 AM EDT
Completion Date	07/31/2023 07:35 AM EDT
Evaluation Score	91

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE **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 **20/20**

Rating

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

Comments *Not Specified*

COST CONTROL **17/20**

Rating

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

Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*

Performance Evaluation Details

ID	E4
Project	Standby Plumbing Repair Services
Project Number	21ITB1302418C-CG
Supplier	Talon Plumbing
Supplier Project Contact	Rob Heller (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	07/31/2023
Evaluation Type	Formal
Interview Date	07/31/2023
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/31/2023 07:58 AM EDT
Completion Date	07/31/2023 07:58 AM EDT
Evaluation Score	88

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE **17/20**

Rating

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

Comments *Not Specified*

TIMELINESS OF PERFORMANCE **17/20**

Rating

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

Comments *Not Specified*

BUSINESS RELATIONS **17/20**

Rating

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

Comments *Not Specified*

CUSTOMER SATISFACTION **20/20**

Rating

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

Comments *Not Specified*

COST CONTROL **17/20**

Rating

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

Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*

Performance Evaluation Details

ID	E3
Project	Standby Plumbing Repair Services
Project Number	21ITB1302418C-CG
Supplier	J2 Connect, Inc.
Supplier Project Contact	Kay Morrow (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	10/01/2022 to 12/31/2022
Effective Date	06/05/2023
Evaluation Type	Formal
Interview Date	06/05/2023
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	06/05/2023 10:15 AM EDT
Completion Date	06/05/2023 10:15 AM EDT
Evaluation Score	88

Related Documents

Related Documents	Size	Uploaded Date
J2 Connect Inc. CPR Goods and Commodities Form.pdf [pdf]	1 Mb	06/05/2023 10:15 AM EDT

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 Have not had an opportunity to work with this vendor as of yet so therefore am unable to give a rating at this time

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:	**July 27, 2023**
Department:	**Department of Real Estate and Asset Management**
Contract Number:	**21ITB130241C-CG**
Contract Title:	**Standby Plumbing 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.**

   This contract is used for augmenting internal resources. Department has been able to perform many tasks in-house. However, it doesn't have enough and qualified resources to carry out all tasks in-house. Apart from this, increase in need for replacement of old and defective installations forces the County to make use of contractors who are more experienced and efficient in that kind of jobs. This contract requires specialty tools, equipment, training, and skills that the County's employees do not have. Without this contract in place, plumbing repair services will not be performed in a timely or cost-effective manner.

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

   ☒ **Internet search of pricing for same product or service:**

Date of search:	July 27, 2023
Price found:	**$ 96 - $ 104**
Different features / Conditions:	**Commercial Facilities**
Percent difference between internet price and renewal price:	**Contract prices are 32% to 40 % less than market price**

Explanation / Notes:

The prices for standby plumbing and repair services were obtained through the procurement process in which 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 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?	Click here to enter text.

Explanation / Notes:

Click here to enter text.

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

We have evaluated market pricing with other plumbing vendors in the Atlanta Metro area to ensure that we are getting a fair rate for the county.

3. **What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?**
   FY2023 The County expenditures as of 9/19/23, $306,842.00
   FY2022 The County spent $216,350.00
   FY2021 The County spent $106,828.70
   FY2020 The County spent $157,625.99

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

Was it part of the initial contract? ☐ **Yes** ☒ **No**

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

Explanation / Notes:

Click here to enter text.

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

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

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

If these contracts are not renewed, it would impact the efficiency of plumbing operations because the Department would not be able to respond to emergency situations and situations requiring higher skills and equipment. Efficient completion of large projects will be negatively impacted. Not having a contract also would have a negative effect on the department and County if a dangerous condition such as a water main break or an unsanitary condition such as a sewage spill happens and was not taken care of in a timely fashion. This can also result in citizen complaints and law suits..

Vijay Nair, Building Maintenance Mgr. *Vijay* Willie Perryman, Building Maintenance Mgr.	July 27, 2023
Prepared by	**Date**
Joseph Davis Joseph N. Davis, Director	September 19, 2023
Department Head	**Date**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0907 **Meeting Date:** 12/20/2023

Department
Library

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew an existing contract - Fulton County Library System, 22ITBC134505K-DB, Shelf Ready Book and Best Selling in an amount not to exceed $1,000,000.00 with Brodart Co. (Williamsport, PA) to provide to provide popular shelf ready books. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2024, through December 31, 2024. **(HELD ON 12/6/23)**

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 is to renew the existing contract and to utilize BeltLine TAD Funds to procure books and other collections. During the construction phase of the Library renovations, the Phase I libraries received funding for a new collection of books that has now aged. Phase II library funding included funding for renovations and construction but did not include funding for books. This funding will address the need for a new collection at the Phase II Libraries while also addressing the issue of aged books in Phase I. All 34 library locations will receive new materials with this enhancement funding.

Agenda Item No.: 23-0907 **Meeting Date:** 12/20/2023

Scope of Work: This is an enhancement usage approval request to utilize the BeltLine TAD funding line for the procurement of books and other collections.

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	22-0580	08/17/2022	$1,000,000.00
1st Renewal	22-0927	12/07/2022	$1,000,000.00
2nd Renewal			**$1,000,000.00**
Total Revised Amount			$3,000,000.00

Contract & Compliance Information

Contract Value: **$1,000,000.00**

Prime Vendor: **Brodart Co.**
Prime Status: **Non-Minority**
Location: **Williamsport, PA**
County: **Lycoming County**
Prime Value: **$1,000,000.00 or 100.00%**

Total Contract Value: **$1,000,000.00 or 100.00%**
Total Certified Value: **$0.00 or 0.00%**

Exhibits Attached

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

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

Jamar Parker, Financial Systems Manager, Library System 404-771-7578

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount:	$1,000,000.00
Previous Adjustments:	$1,000,000.00
This Request:	$1,000,000.00
TOTAL:	$3,000,000.00

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:

572-650-6500-1312: Capital, Library, Books

Key Contract Terms	
Start Date: 1/1/2024	**End Date:** 12/31/2024
Cost Adjustment:	**Renewal/Extension Terms**: (N Renewal Options Remain

Overall Contractor Performance Rating: 100

Would you select/recommend this vendor again?
Yes

Report Period Start: **4/30/2023**

Report Period End: **7/30/2023**

Performance Evaluation Details

ID	E2
Project	Shelf Ready Book and Best Selling
Project Number	22ITBC134505K-DB
Supplier	Brodart Co.
Supplier Project Contact	Lynda Pierce (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/30/2023 to 07/30/2023
Effective Date	10/24/2023
Evaluation Type	Formal
Interview Date	07/01/2023
Expectations Meeting Date	07/01/2023
Status	Completed
Publication Date	10/24/2023 10:38 AM EDT
Completion Date	10/24/2023 10:38 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 16, 2023**
Department:	Library
Contract Number:	22ITBC134505K-DB
Contract Title:	Popular and Shelf Ready Books - Enchancement

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.**

   Cost in this situation is based on market conditions. The Library System have found the use of the algorithm system to be effective and continues to use it in order to predict the approximate amount of books to purchase. The Collections department has, successfully, avoided duplications and ordering either a surplus of books or not enough books.

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:**

   Not an appropriate source of information for this contract. Vendors do not list prices and services on the internet. There are only three vendors (Ingram, Brodart, Baker and Taylor) that have responded to our solicitation in the past 20 years. We checked with several library systems comparable to AFPL and they use one or a combination of the aforementioned vendors.

   ☐ **Internet search of pricing for same product or service:**

Date of search:	September 5, 2023
Price found:	Amounts are comparable to our current vendors'
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:	September 5, 2023
Jurisdiction Name / Contact name:	**Dekalb County**

Date of last purchase:	October 13, 2023
Price paid:	**18,984.39**
Inflation rate:	**N/A**
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**

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?**

   This PO was setup later in the year as this procurement had an additional date to go to the BOC. As a result, the library system had to establish carts for all 34 libraries. Now that those carts are setup, staff placed orders for shelved items in order to speed up the process of receiving and paying for items timely. $50,000 worth of books are ordered but there is not an expenditure in the system as of the date of this evaluation. The library anticipates spending the entire $1,000,000 in the 2024 fiscal cycle.

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.

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

   Fulton County would not be able to provide patrons with best-selling material throughout the year. We would also lose the ability to provide leased titles as well.

FULTON COUNTY

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Library

BID/RFP# NUMBER: 22ITBC134505K-DB

BID/RFP# TITLE: Shelf Ready Book and Best Selling (Enhancement)

ORIGINAL APPROVAL DATE: 08/17/2022

RENEWAL EFFECTIVE DATES: 01/01/2024 through 12/31/2024

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: No renewal option remaining.

RENEWAL AMOUNT: $ 1,000,000

COMPANY'S NAME: Brodart

ADDRESS: L-3544

CITY: Columbus

STATE: Ohio

ZIP: 43260-0001

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.: 23-0946 **Meeting Date:** 12/20/2023

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 $13,363,410.93 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 $3,587,901.00, 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 $924,054.53, 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 $2,969,430.00, 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 $873,336.96, to provide Permanent Supportive Housing (124 units). This action exercises the first of nine renewal options. Eight renewal options remain. Effective Dates: January 1, 2024, through December 31, 2024.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date 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)*
Health and Human Services

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐

Agenda Item No.: 23-0946 **Meeting Date:** 12/20/2023

District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: The providers will provide a delivery of behavioral health services to help the County drive towards its purpose: 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.

Scope of Work: The Fulton County Department of BHDD has expanded services beyond Core Outpatient to include School-based therapy, Text 4 Help, Permanent Supportive Housing wrap around services, DUI Treatment Court, Misdemeanor Mental Health Court, and screening & Re-entry services. The department continues to operate grant programs funded by the Georgia Department of Behavioral Health & Developmental Disabilities to include Clubhouse for Youth and Early Intervention HIV Testing.

In addition, the department implemented two federally grant-funded programs: Comprehensive Opioid Stimulant, and Substance Abuse Site-based Program (COSSAP) and MINORITY AIDS INITIATIVE: Substance Use Disorder Treatment for Racial/Ethnic Minority Populations at High Risk for HIV/AIDS. Currently the Department of BHDD seeks multiple providers to continue delivering high quality care to more residents in a cost-effective manner, expand and strengthen the Fulton County behavioral health provider network, and improve outcomes.

Services under this contract 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: Recommends approval.

Project Implications: None

Community Issues/Concerns: None

Department Issues/Concerns: None

Agenda Item No.: 23-0946 **Meeting Date:** 12/20/2023

Contract Modification:

(A) River Edge Behavioral Health Community Service Board

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0827	11/02/2022	$4,170,754.27
1st Renewal			$4,208,688.44
Total Revised Amount			$8,379,442.71

(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			$3,587,901.00
Total Revised Amount			$7,175,802.04

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			$924,054.53
Total Revised Amount			$1,848,109.06

(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	$2,969,430.00
1st Renewal			$2,969,430.00
Total Revised Amount			$5,938,860.00

(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	$800,000.00
1st Renewal			$800,000.00
Total Revised Amount			$1,600,000.00

(F) Step Up on Second Street, Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0827	11/02/2022	$935,113.96

1st Renewal			$873,336.96
Total Revised Amount			$1,808,450.92

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

Contract Value: **$13,363,410.93**

(A)
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)
Prime Vendor: **Chris 180, Inc.**
Prime Status: **Non-Profit**
Location: **Atlanta, Georgia**
County: **Fulton County**
Prime Value: **$3,587,901.00 or 100.00%**

(C)
Prime Vendor: **The Summit Counseling Center, Inc.**
Prime Status: **Non-Profit**
Location: **Johns Creek, Georgia**
County: **Fulton County**
Prime Value: **$924,054.53 or 100.00%**

(D)
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: **$2,969,430.00 or 100.00**

(E)
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)
Prime Vendor: **Step Up on Second Street, Inc.**
Prime Status: **Non-Profit**
Location: **Decatur, Georgia**

Agenda Item No.: 23-0946 **Meeting Date:** 12/20/2023

County: **Dekalb County**
Prime Value: **$873,336.96 or 100.00%**

Grand Contract Value: **$13,363,410.93 or 100.00%**
Certified Value: **Non-Profit/ Georgia Community Service Board**

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)*

LaTrina Foster, LPC, Director, BHDD, (404)612-1687

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$13,425,187.90
Previous Adjustments:	$0.00
This Request:	$13,363,410.93
TOTAL:	$26,750,664.73

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-BHIF-1160: General, BHDD, Professional Services

Funding Line 2:

100-755-8231-1160: General, BHDD, Professional Services

Funding Line 3:

461-755-PS22-1160: Grants, BHDD, Professional Services

Funding Line 4:

461-755-MA22-1160: Grants, BHDD, Professional Services

Funding Line 5:

461-755-AC22-1160: Grants, BHDD, Professional Services

Key Contract Terms	
Start Date: 1/1/2024	**End Date:** 12/31/2024
Cost Adjustment:	**Renewal/Extension Terms**: Eight renewal options remain

Overall Contractor Performance Rating:

(A)	River Edge Behavioral Health Community Service Board	70
(B)	Chris 180, Inc.	82
(C)	The Summit Counseling Center, Inc.	82
(D)	Grady Memorial Hospital d/b/a Grady Health System	79
(E)	Health Connect America (HCA) d/b/a Georgia Hope	70
(F)	Step Up on Second Street, Inc.	85

Would you select/recommend this vendor again?
Yes

Report Period Start: **7/1/2023**

Report Period End: **9/30/2023**

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Behavioral Health and Developmental Disabilities

BID/RFP# NUMBER: 22RFP038A-CJC(C)

BID/RFP# TITLE: Fulton County Behavioral Health Network

ORIGINAL APPROVAL DATE: November 2, 2022

RENEWAL EFFECTIVE DATES: January 1, 2024 – December 31, 2024

RENEWAL OPTION #: 1 OF 9

NUMBER OF RENEWAL OPTIONS: 9

RENEWAL AMOUNT: $924,054.53

COMPANY'S NAME: The Summit Counseling Center, Inc.

ADDRESS: 2750 Alabama Road, Suite 200

CITY: Johns Creek

STATE: GA

ZIP: 30022

This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners on BOC DATE: BOC NUMBER:

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

_____

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

_____

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

_____

LaTrina Foster, Director
Department of Behavioral Health & Developmental Disabilities

THE SUMMIT COUNSELING CENTER, INC.

_____

David M. Smith, LPC, CPCS
Executive Director

ATTEST:

_____

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

_____

Notary Public

County:
_____

Commission Expires: _____

(Affix Notary Seal)

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

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: 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, 2024 – December 31, 2024

RENEWAL OPTION #: 1 OF 9

NUMBER OF RENEWAL OPTIONS: 9

RENEWAL AMOUNT: $873,336.96

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. ___ 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

_____

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

_____

Tonya R. Grier
Interim Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

_____

LaTrina Foster, Director
Department of Behavioral Health & Developmental Disabilities

STEP UP ON SECOND STREET, INC.

_____

Arthur Murray
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**

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Behavioral Health and Developmental Disabilities

BID/RFP# NUMBER: 22RFP038A-CJC(A)

BID/RFP# TITLE: Fulton County Behavioral Health Network

ORIGINAL APPROVAL DATE: November 2, 2022

RENEWAL EFFECTIVE DATES: January 1, 2024 – December 31, 2024

RENEWAL OPTION #: 1 OF 9

NUMBER OF RENEWAL OPTIONS: 9

RENEWAL AMOUNT: $4,208,688.44

COMPANY'S NAME: River Edge Behavioral Health Center

ADDRESS: 175 Emery Highway

CITY: Macon

STATE: GA

ZIP: 31217

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

_____

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

_____

Tonya R. Grier
Interim Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

_____

LaTrina Foster, Director
Department of Behavioral Health & Developmental Disabilities

RIVER EDGE BEHAVIORAL HEALTH COMMUNITY SERVICE BOARD

_____

Cass Hatcher
Interim Chief Executive Officer

ATTEST:

_____

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

_____

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: Behavioral Health and 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, 2024 – December 31, 2024

RENEWAL OPTION #: 1 OF 9

NUMBER OF RENEWAL OPTIONS: 9

RENEWAL AMOUNT: $2,969,430.00

COMPANY'S NAME: Grady Memorial Hospital d/b/a Grady Health System

ADDRESS: 80 Jesse Hill Drive, SE

CITY: Atlanta

STATE: GA

ZIP: 30303

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

_____

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

_____

Tonya R. Grier
Interim Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

_____

LaTrina Foster, Director
Department of Behavioral Health & Developmental Disabilities

GRADY HOSPITAL D/B/A
GRADY HEALTH SYSTEM

_____

John M. Haupert
Chief Executive Officer

ATTEST:

_____

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

_____

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Behavioral Health and 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, 2024 – December 31, 2024

RENEWAL OPTION #: 1 OF 9

NUMBER OF RENEWAL OPTIONS: 9

RENEWAL AMOUNT: $800,000.00

COMPANY'S NAME: Health Connect America (HCA) d/b/a Georgia Hope

ADDRESS: 508 Autumn Springs Ct, Unit A

CITY: Franklin

STATE: TN

ZIP: 37067

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

_____

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

_____

Tonya R. Grier
Interim Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

_____

LaTrina Foster, Director
Department of Behavioral Health & Developmental Disabilities

HEALTH CONNECT AMERICA (HCA)
D/B/A GEORGIA HOPE

_____

Nikki Raymond
Chief Executive Officer

ATTEST:

_____

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

_____

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Behavioral Health and 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, 2024 – December 31, 2024

RENEWAL OPTION #: 1 OF 9

NUMBER OF RENEWAL OPTIONS: 9

RENEWAL AMOUNT: $3,587,901.00

COMPANY'S NAME: Chris 180, Inc.

ADDRESS: 1017 Fayetteville Road, Suite B

CITY: Atlanta

STATE: GA

ZIP: 30316

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

_____

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

_____

Tonya R. Grier
Interim Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

_____

LaTrina Foster, Director
Department of Behavioral Health & Developmental Disabilities

CHRIS 180, INC

_____

Kathy Colbenson
Chief Executive Officer

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	E2
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	07/01/2023 to 09/30/2023
Effective Date	11/06/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	11/06/2023 07:39 PM EST
Completion Date	11/06/2023 07:39 PM EST
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 Agency has hired the essential leadership personnel required to execute contract deliverables. Because of the similarities to the existing services the agency already provides and reputation in the community, meeting and exceeding the needs of the contract has proven to be relatively easy.

SCHEDULE **14/20**

Rating

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

Comments Agency is reminded to have a Fulton first approach when working within Fulton County programs and facilities.

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 For Re-Entry services, positions were lost which made it difficult to fulfill all referrals and sometimes had to be sent to other agencies. For Core services, there was a great effort towards meeting requirements although agency will not meet the mark for all of their key performance indicators. Experienced some hiccups with the reporting measures required by Fulton County.

COMMUNICATIONS AND CO-OPERATION **17/20**

Rating

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

Comments Agency is very responsive to requests, changes and is receptive to feedback. Agency has done well at taking the initiative to implement new programming and participates in community outreach events.

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 with communication issues in relation to the contract and/or that may affect the contractual services.

GENERAL COMMENTS

Comments *Not Specified*

Performance Evaluation Details

ID	E2
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	07/01/2023 to 09/30/2023
Effective Date	11/06/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	11/06/2023 06:52 PM EST
Completion Date	11/06/2023 06:52 PM EST
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 The agency does well at managing the overall scope of the project objectives and risks and requires little direction in executing the direction of the program.

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 Agency is on track to meet their KPI’s and does well at retaining clients.

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 services provided remain high quality and has a positive impact on the clients. Agency’s CSS dropped below the acceptable range in August.

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 agency is cooperative and communicates well. More collaboration with agencies within the network and engagement in outreach activities on behalf of the network.

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 The agency does really well at communicating and combating risks and submitting incidents reports in real time.

GENERAL COMMENTS

Comments *Not Specified*

Performance Evaluation Details

ID	E2
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	07/03/2023 to 10/02/2023
Effective Date	11/06/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	11/06/2023 08:11 PM EST
Completion Date	11/06/2023 08:11 PM EST
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

School based therapy program hired 3 managers to improve management of contractual responsibilities and continues to do well in exceeding project objectives. Agency has struggled with the disseminating pertinent contractual information to all affect agency personnel - new and old. Agency has not met scope of work around medical services with nurse and psychiatrist being onsite - important to note space availability has been a challenge. Agency has been without a full time Clinical Supervisor during this contractual period and location leadership has changed multiple time. Agency as a whole can improve on customer service survey returns and results consistently across all programs.

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

Ability to meet key performance indicators varies across all programs. On track for Re-Entry, School-based and Core services to meet benchmarks. Clubhouse has made a concerted effort to increase census and is close to meeting the standard.

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

Re-Entry services is building and developing a framework for services and training will take place in fourth quarter. School based services is high quality and the long-term management of the program contributes to the successful services. CORE services are established and are working to meet and in some areas exceed expectations. The Clubhouse Program has established an effective way to improve intake process.

COMMUNICATIONS AND CO-OPERATION **17/20**

Rating

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

Comments

Overall cooperation and responsive is good as an agency. Core services in particular has struggled this quarter due to changes in leadership. Clubhouse team is particularly transparent when sharing information as well as struggles.

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

Agency is in the 6th year overall with contractual compliance and understands Fulton County structure and programmatic needs and expectations.

GENERAL COMMENTS

Comments *Not Specified*

Performance Evaluation Details

ID	E2
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	07/01/2023 to 09/30/2023
Effective Date	11/06/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	11/06/2023 09:04 PM EST
Completion Date	11/06/2023 09:04 PM EST
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 Vendor understands project objectives but struggles with thorough execution across all programs. Struggles can be attributed to current staffing structure and lack of staff in key positions.

SCHEDULE **14/20**

Rating

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

Comments Loss of key staff and/or lack of training is affecting overall service provision and execution across all programs. It is important to note that all CORE KPI's are being met.

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 CSS scores for some programs remained above the 80% but CSS surveys have not been submitted across all programs. The agency struggles with maintain fully staffed programs and it affects the execution of key decisions.

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 Agency is cooperative, communication around critical incidents are often delayed. The provider is easy to work with however execution and follow up of necessary information is lacking at times.

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 Vendor has improved on submitting timely work orders for Core services. Ongoing staffing shortages as in other sessions appears to the common factor affecting overall performance.

GENERAL COMMENTS

Comments *Not Specified*

Performance Evaluation Details

ID	E2
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	07/03/2023 to 10/02/2023
Effective Date	11/06/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	11/06/2023 09:18 PM EST
Completion Date	11/06/2023 09:18 PM EST
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

Agency has shown improvement in efforts to fully understand contractual obligations and project deliverables and making conscientious efforts to improve overall service delivery.

SCHEDULE — 14/20

Rating

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

Comments

Agency will not meet key performance efforts this contractual year however has a better plan in place to gradually make improvements to meet schedule. By comparison to previous provider, Agency is making good strides that justifies a satisfactory rating considering having to build program from the ground up. Has successfully completed DATEP licensure process.

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

Agency has made noticeable changes in staffing structure to decrease reporting concerns and overall deliverables. Has participated in community outreach events and established more collaborative community partnerships.

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

Agency is responsive to recommendations and concerns raised by user department and has due to a better understanding of overall contractual standards is able to implement effective changes.

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

Agency is submitting invoices and reports on time. Improvement is needed with submission of more CSS surveys.

GENERAL COMMENTS

Comments

Not Specified

Performance Evaluation Details

ID	E2
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	07/01/2023 to 09/30/2023
Effective Date	11/07/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	11/07/2023 09:10 AM EST
Completion Date	11/07/2023 09:10 AM EST
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 Summit Counseling understands and displays quality work in execution of the contract and requires little direction from DBHDD. Schools are staffed appropriately with qualified therapists to provide services.

SCHEDULE **14/20**

Rating

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

Comments Summit Counseling is on schedule to meet the KPI's with the number of students being served. During this performance period, all therapists have full caseloads and the agency is looking to hire additional therapists to increase capacity. The number of Customer Satisfaction Surveys submitted needs to increase to show impact across all grade levels.

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 monthly and quarterly reports have been placed into the webform without major issues in the time requested. The quarterly report was a few days late, however that was due to technical issues with the report not being saved on the webform and it was quickly resolved.

COMMUNICATIONS AND CO-OPERATION **17/20**

Rating

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

Comments Summit Counseling responds immediately to requests from DBHDD regarding requests and or concerns. The agency is also in constant contact if or when issues arise to ensure timely resolve.

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 Upon identification of the mislabeled or unbranded documents and phone scripts during the prior audits, requested changes and revisions were incorporated to reflect the correct network branding and logos. Other issues connected to Fulton County schools such as wi-fi and or space allotments are resolved within the schools, however DBHDD is made aware.

GENERAL COMMENTS

Comments *Not Specified*

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0908 **Meeting Date:** 12/20/2023

Department
Senior Services

Requested Action
Request approval to renew an existing contract - Senior Services, 21RFP000016A-CJC, Alternative Senior Transportation Services in the amount of $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 second of four renewal options. Two renewal options remain. Effective dates: January 1, 2024, through December 31, 2024. **(HELD ON 12/6/23)**

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 manages non-emergency medical transportation through its MOST model (Mobility Options for Senior Transport). The Alternative Senior Transportation Program is designed for seniors aged 60 and above who are more ambulatory and do not require assistance beyond the use of a cane to walk. Transportation services are the conduit to connect seniors to daily living activities and life enrichment services. This service has been impactful and shown to counter

senior isolation, lower waiting times and provides same day service. Common Courtesy, through their partnership with local Transportation Network Companies (TNCs), e.g. Uber, Lyft or any combination of providers, establishes dispatch/concierge services for senior residents of Fulton County aged 60 and above. The scope of work entails the utilization of an automated system that orders trips from both mobile applications and/or desktops for operators as needed. The system tracks routes from the beginning to end of the trip to ensure a level of security for the senior riders. Fulton County seniors who qualify will pay a $1.00 cost share per trip and may receive up to 16 trips per month.

Community Impact: This service is currently providing services for an average of 1,840 seniors monthly. September experienced the highest number of unduplicated riders at 2,010. There are 5,400 registered seniors. The Alternative Senior Transportation Service program has enabled seniors to remain engaged in their communities and access trips to pharmacies, doctor appointments, and other activities that support daily living. This service has become a lifeline for seniors to connect to their community and to prevent senior isolation.

Department Recommendation: The Department recommends approval.

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

Community Issues/Concerns: No issues or concerns have been raised by the Community regarding the Common Courtesy performance during the 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
2nd Renewal			**$3,134,178.00**

Total Revised Amount			$11,265,190.20

The FY24 status quo budget for Alternative Senior Transportation is $3,134,178.00 and reflected in this contract renewal request. The Board of Commissioners approved a $1.5M enhancement for FY2024 (#23-0321). An enhancement request will be submitted by the Department of Senior Services during the FY24 budget process. The Department anticipates approval of the enhancement and will present a contract amendment reflecting the additional funding.

Contract 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: 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: $1,383,670.00
Previous Adjustments: $6,747,342.20
This Request: $3,134,178.00
TOTAL: $11,265,190.20

Agenda Item No.: 23-0908 **Meeting Date:** 12/20/2023

Fiscal Impact / Funding Source

Funding Line 1:

100-183-183W-1183: General, Senior Services, Transportation Services, $3,134,178.00

Key Contract Terms	
Start Date: 1/1/2024	**End Date:** 12/31/2024
Cost Adjustment:	**Renewal/Extension Terms**: Tv renewal options remain

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?
Yes

Report Period Start:
1/1/2023

Report Period End:
9/30/2023

Performance Evaluation Details

ID	E3
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	07/01/2023 to 09/30/2023
Effective Date	10/02/2023
Evaluation Type	Formal
Interview Date	10/02/2023
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	10/02/2023 08:07 AM EDT
Completion Date	10/02/2023 08:07 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 17, 2023**
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 or 2) There would need to be a cap placed on the number of participants allowed to enter the program. The Department of Senior Services presented these findings to the Board of Commissioners and the BOC voted to not make any changes to the program parameters, agreeing to provide additional funds to support the program.

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 2, 2023
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.

2 Contract Renewal Evaluation Form

* 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:

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?**

   As of October 2023 the amount is 2,881,062.30

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, 1800+ 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: 01/01/2024 to 12/31/2024

RENEWAL OPTION #: 2 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. ___ 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

_____

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

_____

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

_____

Ladisa Onyiliowgu, Director
Senior Services

Common Courtesy, Inc.

_____

Robert E. Carr
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**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0909 **Meeting Date:** 12/20/2023

Department
Senior Services

Requested Action
Request approval to renew an existing contract - Senior Services, 21RFP000027A-CJC, Senior Transportation Services in the amount of $6,780,913.83 with Transdev, Incorporated (East Point, GA) to provide transportation services for Senior Services and Behavioral Health programs. This action exercises the second of four renewal options. Two renewal options remain. Effective January 1, 2024, through December 31, 2024. **(HELD ON 12/6/23)**

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 original contract compensation page indicated that 'the County agrees to compensate Contractor for all services performed under this Agreement for Year 1 in an amount not to exceed $5,950,109,27. Contract amounts per year for the services for Years 2 - 5 are listed below':

The County agrees to compensate the Contractor as follows:

County agrees to compensate Contractor for all services performed under this Agreement for Year 1 in an amount not to exceed $5,950,109.27 (Five Million Nine Hundred Fifty Thousand One Hundred Nine Dollars and Twenty Seven Cents).

Contract amounts per year for the services for Years 2 – 5 are listed below:

YEAR	CONTRACT PERIOD	CONTRACT TERM	COST
Per Year 1	6/15/2022 – 12/31/2022	Initial Term	$5,950,109.27
Per Year 2	1/1/2023 – 12/31/2023	First Renewal Term	$6,386,735.47
Per Year 3	1/1/2024 – 12/31/2024	Second Renewal Term	$6,780,913.83
Per Year 4	1/1/2025 – 12/31/2025	Third Renewal Term	$7,186,827.03
Per Year 5	1/1/2026 – 12/31/2026	Fourth Renewal Term	$7,625,171.58

This requested action aligns with Year 3, Second Renewal Term at $6,780,913.83.

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

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

Department Recommendation: The Department recommends approval.

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

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

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

interruption and termination of transportation services.

Contract Modification

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Award Amount	22-0443	6/15/2022	$6,287,324.68
1st Renewal	22-0929	12/21/2022	$6,386,735.47
2nd Renewal			$6,780,913.83
Total Revised Amount			$19,454,973.98

Contract Compliance Information

Contract Value: **$6,780,913.83**

Prime Vendor: **Transdev, Incorporated**
Prime Status: **Non-Minority**
Location: **Lombardi, IL**
County: **DuPage County**
Prime Value: **$6,123,165.19 or 90.30%**

Subcontractor: **Vectour Transportation Group**
Subcontractor Status: **African American Male Business Enterprise**
Location: **Atlanta, GA**
County: **Fulton County**
Subcontractor Value: **$48,144.49 or 0.71%**

Subcontractor: **Banneker Energy**
Subcontractor Status: **African American Male Business Enterprise**
Location: **Duluth, GA**
County: **Gwinnett County**
Subcontractor Value: **$584,514.77 or 8.62%**

Subcontractor: **Blue Goose Uniforms, Inc.**
Subcontractor Status: **African American Male Business Enterprise**
Location: **Atlanta, GA**
County: **Fulton County**
Subcontractor Value: **$8,137.10 or 0.12%**

Subcontractor: **TWD, Inc.**
Subcontractor Status: **African American Male Business Enterprise**
Location: **Atlanta, GA**
County: **Fulton County**
Subcontractor Value: **$16,952.28 or 0.25%**

Agenda Item No.: 23-0909 **Meeting Date:** 12/20/2023

Total Contract Value: **$6,780,913.83 or 100.00%**
Total Certified Value **$657,748.64 or 9.70%**

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:	$6,287,324.68
Previous Adjustments:	$6,386,735.47
This Request:	$6,780,913.83
TOTAL:	$19,454,973.98

Grant Information Summary

Amount Requested:	$355,624.64	☐ Cash
Match Required:	$19,651.76	☐ In-Kind
Start Date:	July 1, 2023	☐ Approval to Award
End Date:	June 30, 2024	☐ Apply & Accept
Match Account $:	100-183-183W-1567	

Grant Information Summary

Amount Requested:	$355,624.64	☐ 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

Agenda Item No.: 23-0909 **Meeting Date:** 12/20/2023

Amount Requested:	$150,299.05	☐	Cash
Match Required:	$15,954.04	☐	In-Kind
Start Date:	July 1, 2023	☐	Approval to Award
End Date:	June 30, 2023	☐	Apply & Accept
Match Account $:	100-183-183W-1567		

Grant Information Summary

Amount Requested:	$509,070.55	☐	Cash
Match Required:	$15,954.04	☐	In-Kind
Start Date:	July 1, 2023	☐	Approval to Award
End Date:	June 30, 2023	☐	Apply & Accept
Match Account $:	100-183-183W-1567		

Fiscal Impact / Funding Source

Funding Line 1:

100-183-183W-1183: General, Senior Services, Transportation Services, $5,410,294.95

Funding Line 2:

461-183-TR24-1160, Grants, Senior Services, Professional Services, $355,624.64

Funding Line 3:

461-183-AR24-1160, Grants, Senior Services, Professional Services, $150,299.05

Funding Line 4:

461-183-TR25-1160, Grants, Senior Services, Professional Services, $355,624.64

Funding Line 5:

461-183-AR25-1160, Grants, Senior Services, Professional Services, $509,070.55

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

Agenda Item No.: 23-0909 **Meeting Date:** 12/20/2023

Overall Contractor Performance Rating: 61

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/1/2024

Report Period End:
4/30/2024

Contract Renewal Evaluation Form

Date:	**October 17, 2023**
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 possibly 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 2, 2023
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).

2 Contract Renewal Evaluation Form

* 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?**

   As of October the amount is 4,141,642.78

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.

Performance Evaluation Details

ID	E6
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	07/02/2023 to 10/01/2023
Effective Date	10/02/2023
Evaluation Type	Formal
Interview Date	09/28/2023
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	10/02/2023 08:09 AM EDT
Completion Date	10/02/2023 08:09 AM EDT
Evaluation Score	61

Related Documents

Related Documents	Size	Uploaded Date
Program Corrective Action Plan - Transdev 9-8-2023.docx [docx]	50 Kb	09/28/2023 02:50 AM EDT

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

Transdev has secured more buses to provide service however we are still not at the contracted amount of 54 buses. There have been several call outs by drivers resulting in non-service delivery to several Senior Centers on certain days. There also has been several issues with the AC on the buses. In August there was an issue with the Door to Door service delivery expectation.

SCHEDULE **14/20**

Rating

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

Comments

On time performance was at 95% in July but has slipped thereafter to 91%.

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 **10/20**

Rating

Needs Improvement: Communication and Co-operation needs improvement; slow response to the User Department's requests and changes.

Comments

Transdev is experiencing staffing issues within their operations team. Clients and FULCO staff state that it is hard to get in contact with Transdev staff regarding updates on service delivery.

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

Fulco staff had to pull several buses from service this quarter due to malfunctioning equipment on the buses. Increased hold times to speak with Transdev reservation/status update team is becoming a normal occurrence.

GENERAL COMMENTS

Comments

Transdev was issued a Corrective Action Plan on 9-8-2023 for issues with Door to Door service delivery and call center operation performance.

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, 2024, to December 31, 2024

RENEWAL OPTION #: 2 OF 4

NUMBER OF RENEWAL OPTIONS: 4

RENEWAL AMOUNT: $6,780,913.83

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: _____

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:

_____

Ladisa Onyiliogwu, Director
Senior Services

TRANSDEV SERVICES, INC.

_____

Laura Hendricks
President/CEO

ATTEST:

_____

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

_____

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.: 23-0911 **Meeting Date:** 12/20/2023

Department
Senior Services

Requested Action
Request approval to renew an existing contract - Senior Services, 22RFP035A-CJC, Aging Services in an amount not to exceed $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) an amount not to exceed $1,469,171.63; and (C) Visiting Nurses Health Systems (Atlanta, GA) in an amount not to exceed $1,114,776.30 to provide Aging Services for Fulton County seniors aged 60 and above. This action exercises the first of four renewal options. Three renewal options remain. Effective date January 1, 2024, thru December 31, 2024. **(HELD ON 12/6/23)**

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 support Neighborhood Senior Center Management (NSC) for 14 centers, Volunteer Services (NSC support) and Case Management in Central, North and South Fulton to eligible Fulton County seniors aged 60 and above.

Scope of Work: The Department of Senior Services Aging Services program provides services and support to seniors with mobility. Case Management is a service for seniors that require needs due to being homebound or having limited mobility. The case manager assesses the senior's current situation to

align services to support them. Senior Center Management supports the County's 14 centers and allows seniors to visit Fulton County Neighborhood Senior Centers to receive services, participate in programs and partake of meals on a daily basis in a clean and safe environment. Volunteer Services augments senior center staff support, addresses social isolation and increases access to community services.

Community Impact: These are support services that enable eligible Fulton County seniors to participate in daily activities near their homes which advances mobility, reduces social isolation and its implications, while promoting engagement and cognitive stimulation. Caregivers are less stressed as they leave their loved one in a safe and supervised environment with a professional. According to the Sharefulton Senior Services Performance Dashboard, as of the third quarter of FY23, 41.2K meals were served at Neighborhood Senior Centers, 1,441 seniors are registered to receive Case Management services and as of Q2-23, 92% of senior center participants (customers) self-report a reduction in isolation.

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. The Department submitted a contract enhancement of $90,000.00 due to increase case management labor. Upon BOC approval of the FY24 adopted budget and inclusion of this amount, the Department will submit a contract amendment reflecting the enhancement.

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			$1,779,844.50
Total Revised Amount			$3,559,689.00

(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			$1,469,171.63
Total Revised Amount			$2,938,343.26

(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	23-0315	05/03/2023	- $123,864.03
1st Renewal			$1,114,776.30
Total Revised Amount			$2,229,552.60

Contract & Compliance Information

Total Contract Value **$4,363,792.43**

(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: **$1,779,844.50 or 100.00%**
Total Certified Value: **$Non-Profit**

(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: **$1,469,171.63 or 100.00%**
Total Certified Value: **$Non-Profit**

(C)
Contract Value: **$1,114,776.30**

Prime Contractor: **Visiting Nurse Health System, Inc.**
Prime Status: **Non-Profit**
Location: **Atlanta, GA**
County: **Fulton County**
Prime Value: **$1,147,967.90 or 100.00%**

Total Contract Value: **$1,114,776.30 or 100.00%**

Total Certified Value: **$Non-Profit**

Grand Total Contact Value: **$4,363,792.43 or 100.00%**
Grand Total Certified Value: **$Non-Profit Firms**

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:	$-123,864.03
This Request:	$4,363,792.43
TOTAL:	$8,727,584.86

Grant Information Summary

Amount Requested:	$1,989,112.46	☒ Cash
Match Required:	$78,690.00	☐ In-Kind
Start Date:	January 1, 2024	☐ Approval to Award
End Date:	June 30, 2025	☐ Apply & Accept
Match Account $:	100-183-183Y-1900	

Fiscal Impact / Funding Source

Funding Line 1:

100-183-18NC-1160: General, Senior Services, Professional Services - $968,775.66

Funding Line 2:

100-183-183Y-1160: General, Senior Services, Professional Services -$1,122,035.54
Contingent upon BOC approval of the FY24 Budget

Funding Line 3:

100-183-183X-1160: General, Senior Services, Professional Services - $ 283,868.77

Funding Line 4:

461-183-AR24-1160: Grant, Senior Services, Professional Services - $994,556.23

Funding Line 5:

461-183-AR25-1160: Grant, Senior Services, Professional Services - $994,556.23

Key Contract Terms	
Start Date: 1/1/2024	**End Date:** 12/31/2024
Cost Adjustment: Click here to enter text.	**Renewal/Extension Terms**: C here to enter text.

Overall Contractor Performance Rating:

Senior Services North Inc.	70
South Fulton Senior Services	70
Visiting Nurse Health System, Inc.	70

Would you select/recommend this vendor again?
Yes

Report Period Start: **4/1/2023**

Report Period End: **6/30/2023**

Performance Evaluation Details

ID	E1
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	04/01/2023 to 07/31/2023
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 The contractor understands the aging services program and complies with the deliverables of senior center management, case management and volunteer services.

SCHEDULE **14/20**

Rating

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

Comments The contractor provides the services according to schedule. Contractor staff assist with transportation scheduling and congregate meals at the scheduled times.

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 contractor provides reports as requested and complies with data reporting to Fulton County and in the Wellsky system. The contractor makes corrections as needed.

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 contractor is very responsive and amenable to special projects and requested changes.

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 contractor is in compliance with the contract.

GENERAL COMMENTS

Comments *Not Specified*

Performance Evaluation Details

ID	E1
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	04/01/2023 to 07/31/2023
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

The contractor understands the scope of the aging services program. The contractor meets the requirements of senior center management, case management and volunteer services.

SCHEDULE — 14/20

Rating

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

Comments

The contractor provides the services according to the schedule. The contractor helps clients schedule trips and assists with congregate meals at the specified times.

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 contractor provides reports to Fulton County on time and has few issues with reporting and/or deliverables. Data entry in the Wellsky system is completed timely with minimal errors.

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 contractor is very responsive and communicates any programmatic changes timely. The contractor consistently proposes solutions to issues that may arise and handles them with prompt and appropriate action.

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 contractor maintains compliance with the contract.

GENERAL COMMENTS

Comments

Not Specified

Performance Evaluation Details

ID	E1
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	04/01/2023 to 07/31/2023
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 The contractor understands the aging services program and has demonstrated proficiency in providing case management services.

SCHEDULE 14/20

Rating

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

Comments The contractor provides case management services that are initiated according to schedule, once referrals are made.

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 contractor submits reports timely and enters data into the Wellsky system appropriately.

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 contractor is responsive to various requests and makes changes as needed.

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 contractor is in compliance with the aging services contract.

GENERAL COMMENTS

Comments *Not Specified*

FULTON COUNTY

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Senior Services

BID/RFP# NUMBER: 22RFP035A-CJC

BID/RFP# TITLE: 22RFP035A-CJC– Senior In-Home Services

ORIGINAL APPROVAL DATE: December 21, 2022

RENEWAL EFFECTIVE DATES: January 1, 2024 – December 31, 2024

RENEWAL OPTION #: 1 OF 4

NUMBER OF RENEWAL OPTIONS: 4

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:
Ladisa Onyiliogwu, Director Department of Senior Services	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: 22RFP035A-CJC

BID/RFP# TITLE: 22RFP035A-CJC– Senior In-Home Services

ORIGINAL APPROVAL DATE: December 21, 2022

RENEWAL EFFECTIVE DATES: January 1, 2024 – December 31, 2024

RENEWAL OPTION #: 1 OF 4

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:
Ladisa Onyiliogwu, Director Department of Senior Services	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 In-Home Services

ORIGINAL APPROVAL DATE: December 21, 2022

RENEWAL EFFECTIVE DATES: January 1, 2024 – December 31, 2024

RENEWAL OPTION #: 1 OF 4

NUMBER OF RENEWAL OPTIONS: 3

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. ___ 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:
Ladisa Onyiliogwu, Director Department of Senior Services	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.: 23-0910 **Meeting Date:** 12/20/2023

Department
Senior Services

Requested Action
Request approval to renew an existing contract - Senior Services, 23RFP137326A-CJC Food Services Management in the amount of ~~$1,059,840.00~~ $1,049,303.76 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 first of two renewal options. One renewal option remains. Effective dates: January 1, 2024, through December 31, 2024. **(HELD ON 12/6/23)**

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: ~~The department notes one discrepancy in the original contract effective July 1, 2023 through December 2023. The compensation section references $1,049,303.76 for the Year 1 renewal. The cost proposal form total is listed at $1,059,840.00. This latter amount submitted by Piccadilly exceeds Department status quo budgets. To avoid a service disruption, the Year 1 contract renewal of $1,059,840.00 is requested and contingent upon FY24 approved enhancements~~.

The original contract was effective July 1, 2023 through December 2023. The compensation section in the contract references $1,049,303.76 for the Year 1 renewal. The cost proposal form submitted by Piccadilly during the RFP process requested $1,059,840.00 for Year 1 renewal. It is likely that the Department will need to seek an amendment in FY24 for the difference.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount			$519,337.26
1st Renewal			~~$1,059,840.00~~ $1,049,303.76
Total Revised Amount			~~$1,579,177.26~~ $1,568,641.02

Contract & Compliance Information

Contract Value: ~~**$1,059,840.00**~~
$1,049,303.76

Prime Vendor: **Piccadilly Holdings, LLC**
Prime Status: **Non-Minority**
Location: **Baton Rouge, LA**
County: **East Baton Rouge Parrish**
Prime Value: ~~**$1,059,840.00**~~ **$1,049,303.76 or 100.00%**

Agenda Item No.: 23-0910 **Meeting Date:** 12/20/2023

Subcontractor: **None**

Total Contract Value: **~~$1,059,840.00~~ $1,049,303.76 or 100.00%**
Total Certified Value: **-0-**

Exhibits Attached:

Exhibit 1: Contract Renewal Evaluation Form
Exhibit 2: Contract Renewal Agreement
Exhibit 3: Vendor 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:	$0.00
This Request:	~~$1,059,840.00~~ 1,049,303.76
TOTAL:	~~$1,579,177.26~~ $1,568,641.02

Grant Information Summary

Amount Requested: N/A
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

100-183-183S-1154: General, Service Services, Food Services = $120,045.15

Funding Line 2:

100-183-183T-1154: General, Service Services, Food Services = $227,663.65

Funding Line 3:

100-183-183U-1154: General, Service Services, Food Services = $216,145.60

Funding Line 4:

100-183-183V-1154: General, Service Services, Food Services = $216,145.60

Funding Line 5:

100-183-183S-1160: General, Service Services, Professional Services = $48,768.00

Funding Line 6:
100-183-183T-1160: General, Service Services, Professional Services = $48,768.00

Funding Line 7:
100-183-183U-1160: General, Service Services, Professional Services = $48,768.00

Funding Line 8:
100-183-183V-1160: General, Service Services, Professional Services = $48,768.00

Funding Line 13:
100-755-8226-1154: General, Behavioral Health & Developmental Disabilities, Food Services = $84,768.00

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

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?
Yes

Report Period Start: **Report Period End:**

Contract Renewal Evaluation Form

Date:	**October 4, 2023**
Department:	Senior 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 the 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:

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:	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:	**$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?**

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:	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?**

Each of the four senior multipurpose facilities serves breakfast and lunch 5 days a week. Serving an average of 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.

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 1, 2024 to December 31, 2024

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: ~~$1,059,840.00~~ $1,049,303.76

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

_____

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

_____

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

_____

Ladisa Onyiliogwu, Director
Senior Services

Piccadilly Holdings LLC

_____

Keith Brown
VP – Operations/ Food Service

ATTEST:

_____

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

_____

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.: 23-0912 **Meeting Date:** 12/20/2023

Department
Senior Services

Requested Action
Request approval to renew existing contracts - Department of Senior Services, 21RFQ000007A-CJC, Senior In-Home Services in a total amount not to exceed $1,030,166.32 with (A) Southern Homecare Services dba Always Caring Home Care (Roswell, GA) in amount not to exceed $540,642.91; (B) Help At Home LLC (Newnan, GA) in amount not to exceed $115,990.92; (C) At Home Atlanta, LLC (Roswell, GA) in amount not to exceed $216,288.76; (D) Trusted Hands Senior Care (Stone Mountain, GA) in amount not to exceed $157,243.73, to provide In-Home Services to eligible Fulton County seniors aged 60 and above. This action exercises the third of four renewal options. One renewal option remains. Effective date January 1, 2024, thru December 31, 2024. **(HELD ON 12/6/23)**

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.

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. The Department submitted a contract enhancement of $225,598.00 to support a unit rate adjustment increase to $27/hour for four (4) in-home service providers and their staffing needs, to coincide with reimbursement rates being offered in neighboring counties (via ARC provider network). Fulton County pays a lesser reimbursement amount than other counties in the region which negatively impacts the vendors' ability to recruit and maintain staff. Upon BOC approval of the FY24 adopted budget and inclusion of this amount, the Department will submit a contract amendment reflecting the enhancement.

Contract Modification

(A) Southern Homecare service dba Always Caring Homecare

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0572	8/04/2021	$528,876.33
1st Renewal	21-0815	10/20/2021	$906,696.26
2nd Renewal	22-0734	10/05/2022	$583,010.42
Amendment 1	22-0828	11/02/2022	$202,487.74
3rd Renewal			$540,642.91
Total Revised Amount			$2,761,713.66

(B) Help At Home

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0572	8/04/2021	$131,440.44
1st Renewal	21-0815	10/20/2021	$99,346.00
2nd Renewal	22-0734	10/05/2022	$91,840.35
Amendment 1	22-0828	11/02/2022	$22,736.75
3rd Renewal			$115,990.92
Total Revised Amount			$461,354.46

(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	21-0815	10/20/2021	$120,000.00
2nd Renewal	22-0734	10/05/2022	$282,239.89
Amendment 1	22-0828	11/02/2022	$117,319.72
3rd Renewal			$216,288.76
Total Revised Amount			$867,288.81

(D) Trusted Hands

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0572	8/4/2021	$131,440.44
1st Renewal	21-0815	10/20/2021	$120,000.00
2nd Renewal	22-0734	10/05/2022	$125,923.88
Amendment 1	22-0828	11/02/2022	$19,076.00
3rd Renewal			$157,243.73
Total Revised Amount			$553,684.05

Contract & Compliance Information

Total Contract Value: $1,030,166.10

(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: $00.00 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: **$3,73,532.49 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:	$923,197.65
Previous Adjustments:	$2,690,677.01
This Request:	$1,030,166.10
TOTAL:	$4,644,040.76

Grant Information Summary

Amount Requested:	$185,060.55	☒ Cash
Match Required:	$15,000.00	☐ In-Kind
Start Date:	July 1, 2024	☐ Approval to Award
End Date:	June 30, 2025	☐ Apply & Accept
Match Account $:	100-183-18IS-1567	

Fiscal Impact / Funding Source

Funding Line 1:

100-183-18IS-1160: General, Senior Services, Aging Grant Supplemental, $660,045.00

Funding Line 2:

461-183-AR24-1160: Grants, Senior Services, Aging Grant Supplemental, $185,060.55

Agenda Item No.: 23-0912 **Meeting Date:** 12/20/2023

Funding Line 3:

461-183-AR25-1160: Grants, Senior Services, Aging Grant Supplemental, $185,060.55

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

Overall Contractor Performance Rating:

Southern Homecare Services dba Always Caring Home Care	70
Help At Home LLC	70
At Home Atlanta	70
Trusted Hands	70

Would you select/recommend this vendor again?
Yes

Report Period Start: **4/1/2024**

Report Period End: **6/30/2024**

Performance Evaluation Details

ID	E1
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	01/01/2023 to 09/30/2023
Effective Date	10/25/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	10/25/2023 01:02 PM EDT
Completion Date	10/25/2023 01:02 PM EDT
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 Trusted Hands has provided in-home services to Fulton County seniors in accordance with the contract. They are able to effectively meet contract deliverables.

SCHEDULE **14/20**

Rating

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

Comments Trusted Hands delivers personal care, homemaker and respite care services to clients according to the schedule set by the clients and/or caregivers and provider.

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 Trusted Hands conducts data entry according to the contract requirements as outlined by the Atlanta Regional Commission and GA Department of Aging Services standards. There are few corrections that are needed, which are addressed timely when needed.

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 Trusted Hands responds timely to requests made by Fulton County Senior Services. They offer solutions and actively participate in problem solving.

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 contract compliance issues with this vendor.

GENERAL COMMENTS

Comments Trusted Hands delivers in-home services to seniors in accordance with the contract. They have performed satisfactorily during this review period.

Performance Evaluation Details

ID	E1
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	04/01/2023 to 07/31/2023
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 The contractor has a solid understanding of the in-home services program, including homemaker, personal care and respite services.

SCHEDULE **14/20**

Rating

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

Comments The contractor provides services according to the agreed upon schedule. Client scheduling for services is handled within the appropriate timeframe.

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 contractor submits reports on time and completes Wellsky data entry as expected.

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 contractor is very responsive and makes necessary changes to data reporting, as requested.

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 contractor maintains compliance with the in-home services contract.

GENERAL COMMENTS

Comments *Not Specified*

Performance Evaluation Details

ID	E1
Project	Senior in Home Services
Project Number	18RFP08062018A-FB
Supplier	Res-Care, Inc.
Supplier Project Contact	Christina Greene (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2023 to 07/31/2023
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 The contractor is knowledgeable and understands the in-home services they provide, homemaker, personal care and respite care. They adhere to contract requirements and meet contract deliverables.

SCHEDULE **14/20**

Rating

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

Comments The contract delivers project services on time as 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 The contractor submits required reports and completes all data entry into the Wellsky reporting system.

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 contractor responds timely to requests made by Senior Services. They communicate well and often in response to changes and follows up with appropriate action.

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 contractor maintains contract compliance.

GENERAL COMMENTS

Comments *Not Specified*

Performance Evaluation Details

ID	E1
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	01/01/2023 to 09/30/2023
Effective Date	10/25/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	10/25/2023 12:52 PM EDT
Completion Date	10/25/2023 12:52 PM EDT
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 Help at Home administers in-home services for Fulton County Senior Services satisfactorily and according to contract scope of work. There is ongoing review of unit data entries to ensure compliance with Atlanta Regional Commission and GA Department of Aging Services standards.

SCHEDULE **14/20**

Rating

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

Comments Personal care, homemaker and respite services are provided to seniors according to the agreed upon schedule between client and/or caregiver and Help at Home.

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 Help at Home conducts data entry as specified in the contract. There are minimal errors, which are corrected timely and appropriately when needed.

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 Help at Home provides timely responses to any requests made by Fulton County Senior Services. They work with Senior Services to provide solutions and address any program issues.

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 Help at Home is in good standing regarding contract compliance with contract documents.

GENERAL COMMENTS

Comments Overall, this vendor has performed satisfactorily in delivering the in-home services per the contract scope of work.

Contract Renewal Evaluation Form

Date:	**October 10, 2023**
Department:	Senior Services
Contract Number:	22RFP035A-CJC
Contract Title:	22RFP035A-CJC– Senior 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.**

   DSS has reviewed the unit allocations and wage rates of service providers to analyze the cost of this contract. It was determined that Fulton County is the lowest paying contractor within our regional network

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:

Percent difference between internet price and renewal price: **0%**

Explanation / Notes:

Renewal rates have been increased to align with industry standards as to support the expressed need for increased wages for contracted providers and their workers.

☐ **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?	**Higher than Fulton County**

Explanation / Notes:

Click here to enter text.

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

DSS reviewed the regional pricing for the same services throughout the Atlanta Metro Region, the State of Georgia and the State of North Carolina. Upon a thorough analysis of pricing for the same services rendered by our current providers, it was determined that an increased rate should be recommended for this renewal period. An increased rate would align Fulton County with industry standards while accommodating for inflation rates and promoting the continuity of services from contracted providers.

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

In-Home Services

- Trusted Hands - $ 106,097.52
- All Ways Caring - $ 1,108,302.00
- At Home Atlanta - $ 241,106.25
- Help At Home - $ 77,533.58

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 was not approved, it would have a significant negative impact on our department's ability to serve the aging population throughout Fulton County. We would no longer be able to provide aging services at 15 senior and neighborhood centers throughout the 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, 2024 – December 31, 2024

RENEWAL OPTION #: 3 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:
Ladisa Onyiliogwu, Director Department of Senior Services	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 #: 3 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:
Ladisa Onyiliogwu, Director Department of Senior Services	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 #: 3 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:
Ladisa Onyiliogwu, Director Department of Senior Services	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 #: 3 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:
Ladisa Onyiliogwu, Director Department of Senior Services	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.: 23-0947 **Meeting Date:** 12/20/2023

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew an existing contract - Public Works, 23ITB139005A-JWT, Standby Utility Pavement Patching & Paving Services in an amount not to exceed $300,000.00 with the K&E Group USA LLC (Atlanta, GA) to provide standby utility pavement patching and paving services. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2024, through December 31, 2024.

Requirement for Board Action *(Cite specific Board policy, statute or code requiremen*
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 provides standby utility pavement patching and paving services for small pavement patching projects repairing pavement damaged by water and sewer maintenance, installation, and repair that total less than 8 square yards

Scope of Work: The work consists of providing all labor, equipment, and materials necessary for the construction, installation, and emergency repair of, among other things, streets, sidewalks, curbs, gutters, and other pavement within Fulton County. The work includes providing an emergency paving

repair crew on an as-needed basis. All work shall be in conformance with the contract documents, drawings, and Fulton County standards and specifications. The work will be located in various locations throughout Fulton County.

Community Impact: This contract will impact the community by providing patching to pavement damaged by water and sewer maintenance, installations, and repairs.

Department Recommendation: The Department of Public Works requests approval to renew the existing contract.

Project Implications: This service ensures the immediate repair of damaged pavement and pavement patching in locations throughout Fulton County.

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	23-0636	9/20/2023	$300,000.00
1st Renewal			**$300,000.00**
Total Revised Amount			$600,000.00

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

Total Contract **$300,000.00**

Contract Value: **$300,000.00**
Prime Vendor: **K & E Group USA LLC**
Prime Status: **African American Female Business Enterprise**
Location: Atlanta, GA
County: Fulton County
Prime Value: $225,000.00 or 75.00%

Subcontractor: **Kemi Construction**
Subcontractor Status: **African American Male Business Enterprise**
Location: College Park, GA
County: Fulton County
Contract Value: $75,000.00 or 25.00%

Total Contract Value: **$300,000.00 or 100%**
Total Certified Value: **$300,000.00 or 100%**

Agenda Item No.: 23-0947 **Meeting Date:** 12/20/2023

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

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

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

Wyvern Budram, Traffic Operations Manager, Public Works, 404-612-2249.

Contract Attached

No

Previous Contracts

Yes

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:

203-540-5400-W053: Water & Sewer R & E, Public Works - $300,000

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

Agenda Item No.: 23-0947 **Meeting Date:** 12/20/2023

Overall Contractor Performance Rating: 97

Would you select/recommend this vendor again?
Yes

Report Period Start:
9/20/2023

Report Period End:
11/14/2023

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP NUMBER: 23ITB139005A-JWT

BID/RFP TITLE: Standby Utility Pavement Patching & Paving Services

ORIGINAL APPROVAL DATE: September 20, 2023

RENEWAL EFFECTIVE DATES: January 1, 2024, through December 31, 2024

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS:

RENEWAL AMOUNT: $300,000.00

COMPANY'S NAME: The K&E Group USA LLC

ADDRESS: 3137 Daleview Way

CITY: Atlanta

STATE: GA

ZIP: 30331

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

_____

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
Public Works

The K&E Group USA LLC

_____

[Insert name]
[Insert title]

ATTEST:

_____

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

_____

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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

Contract Renewal Evaluation Form

Date:	**November 28, 2023**
Department:	Public Works
Contract Number:	23ITB139005A-JWT
Contract Title:	Standby Utility Pavement Patching and Paving 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."**

Pavement patching Services is used for roadway infrastructure emergency repairs due to water and sewer line break. Preventative maintenance has reduced the number of occurrences of these types of emergencies.

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:	November 14, 2023
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?**

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?**

   Unsafe roadway conditions for vehicles and pedestrians. Potential damage claims from users for failing to complete repairs.

Performance Evaluation Details

ID	E1
Project	Standby Utility Pavement Patching and Paving Services
Project Number	23ITB139005A-JWT
Supplier	The K&E Group USA LLC
Supplier Project Contact	Kemi Inegbedion (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	09/20/2023 to 11/14/2023
Effective Date	11/15/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	11/15/2023 08:49 AM EST
Completion Date	11/15/2023 08:49 AM EST
Evaluation Score	97

11/28/2023

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE **20/20**

Rating

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

Comments N/A

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 Meets Expectations

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 Very Good communication, and checks in often.

CUSTOMER SATISFACTION **20/20**

Rating

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

Comments Vendor exceed expectations

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 Cost within industry standards

GENERAL COMMENTS

Comments N/A

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0913 **Meeting Date:** 12/20/2023

Department
Sheriff

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew existing contracts - Sheriff's Office, 21ITB1122B-EC, Prisoner Transportation Services in an amount not to exceed $554,730.00 with U.S. Corrections, LLC (Whites Creek, TN) to provide national prisoner transportation services. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2024, through December 31, 2024. **(HELD ON 12/6/23)**

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

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

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

Is this a purchasing item?
Yes

Summary & Background
To provide national prisoner transportation services to the Sheriff's Office on an as, if and/or when requested basis.

Scope of Work: National prisoner transportation services to the Sheriff's Office on an as, if and/or when requested basis. Extradited prisoners are to be transported from one governmental entity, i.e. (city, county, state, Federal C.I., U.S. Penitentiary etc.) to another to meet court dates per judges'

orders. All Bidders must be in full compliance with the federal performance standards established by the Interstate Transportation of Dangerous Criminals Act of 2000, also known as Jenna's Act All Bidders must comply with all applicable Department of Transportation regulations, which encompass trips, scheduling, driver logbooks, and Dot physical examinations. All Bidders must provide a detailed report outlining your complete compliance with the Interstate Transportation of Dangerous Criminals Act of 2000.

Community Impact: None

Department Recommendation: Recommend Approval of Renewal No. 2

Project Implications: None

Community Issues/Concerns: None

Department Issues/Concerns: None

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0153	3/2/2022	$254.730.00
1st Renewal	22-0775	10/19/2022	$354,730.00
Amendment No. 1		12/6/2023	$250,000.00
2nd Renewal			$554,730.00
Total Revised Amount			$1,414,190.00

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

Contract Value: $554,730.00

Prime Vendor: **US Corrections, LLC**
Prime Status: **Non-Minority**
Location: **White Cheeks, TN**
County: **Davidson County**
Prime Value: **$554,730.00 or 100.00%**
Subcontractor: **None**

Total Contract Value: **$554,730.00 or 100.00%**
Total Certified Value: **$0.00 or 0.00%**

Exhibits Attached

Exhibit 1: Contract Renewal Agreement
Exhibit 2: Vendor Performance Report

Agenda Item No.: 23-0913 **Meeting Date:** 12/20/2023

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

Monica Jones, Financial Director, Sheriff's Office, 404-612-6011

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$254.730.00
Previous Adjustments:	$354,730.00
This Request:	$554,760.00
TOTAL:	$1,164,190.00

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:

100-330-3303-1308: General, Sheriff's Office, Inmate Transportation Services

Key Contract Terms	
Start Date: 1/1/2024	**End Date:** 12/31/2024
Cost Adjustment:	**Renewal/Extension Terms**: N renewal options remain

Overall Contractor Performance Rating: 97

Would you select/recommend this vendor again?
Yes

Report Period Start: **Report Period End:**

1/1/2023	**9/30/2023**

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Sheriff's Office

BID/RFP# NUMBER: #21ITB1122B-EC

BID/RFP# TITLE: Prisoner Transportation Services

ORIGINAL APPROVAL DATE: March 2, 2022

RENEWAL EFFECTIVE DATES: January 1, 2024, through December 31, 2024

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $554,730.00

COMPANY'S NAME: U.S. Corrections, LLC.

ADDRESS: 517 Hickory Hills Blvd.

CITY: Whites Cheek

STATE: TN

ZIP: 37189

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

_____

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

_____

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

_____

Patrick "Pat" Labat, Sheriff
Fulton County Sheriff's Office

U.S. CORRECTIONS, LLC

_____

Joel Brasfield
President/CEO

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	E1
Project	PRISONER TRANSPORTATION SERVICE
Project Number	21ITB1122B-EC
Supplier	US Corrections LLC
Supplier Project Contact	Dave Warden III (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2022 to 09/30/2023
Effective Date	11/08/2023
Evaluation Type	Formal
Interview Date	11/08/2023
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	11/08/2023 02:12 PM EST
Completion Date	11/08/2023 02:12 PM EST
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 **17/20**

Rating

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

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.: 23-0948 **Meeting Date:** 12/20/2023

Department
County Manager

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Presentation of the Fulton County Operational Report.

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

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

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

Is this a purchasing item?
No

Fulton County Operational Report

December 20, 2023

Board of Commissioners Meeting

AGENDA

- Key Focus Area Updates
  - Health and Human Services (other areas rotate monthly)
- Justice (monthly)
- Finance and Purchasing

Key Focus Area Updates

Focus Areas

2023 PLAN ON A PAGE

STRATEGIC PLAN

Fulton County's five-year Strategic Plan is designed to guide our decisions and increase accountability and effectiveness of our Government.

fultoncountyga.gov

FULTON COUNTY

MISSION STATEMENT To deliver efficient high-impact service to every resident and visitor of Fulton County.

VISION STATEMENT Fulton County is a positive, diverse community with a thriving economy, safe neighborhoods, healthy residents, and a rich quality of life that all people can enjoy. It is served by a county government that is recognized for being innovative, effective, efficient, and trustworthy.

HEALTH & HUMAN SERVICES $215M 16.05%

Objectives:

- Prevent illness by engaging in healthier behavior
- Prevent health disparities by educating residents and connecting them to available resources
- Help residents realize their educational potential through our community services and library programs
- Support the vulnerable residents in our social services

INFRASTRUCTURE & ECONOMIC DEVELOPEMNT $379M 28.30%

Objectives:

- Support business in Fulton County by improving the workforce skills of the residents within the County
- Improve the ease of doing business within Fulton County
- Build a Customer Centric Infrastructure
- Be the government leader across the country in sustainable and resilient operations

OPEN & RESPONSIBLE GOVERNMENT $226M 16.86%

Objectives:

- Build a diverse, engaged, inclusive, and resilient county workforce
- Improve the efficiency of the facilities for the County
- Maintain and improve citizens and customers trust and satisfaction with county services
- Deliver efficient and effective county services
- Improve the trust in county operations and services by providing open information and data
- Ensure fair, convenient, open and accurate election services

ARTS & LIBRARIES 61M 4.62%

Objectives:

- Increase citizen and visitor engagement in arts and library services
- Increase awareness of arts and culture and library services countywide
- Track outcomes and customer satisfaction to ensure that we are meeting residents' expectations
- Deliver high quality arts and culture and library services to address current community needs

JUSTICE & SAFETY $457M 34.17%

Objectives:

- Ensure that Fulton County meets or exceeds recognized standards for Safety and Justice functions
- Ensure that Public Safety engages and supports the most vulnerable of our citizens
- Deliver a high level of public safety services from the police, medical examiner, sheriff, marshal and animal services departments
- Work effectively with governments, the private sector, nonprofits, and individual citizens to make our County more resilient to acts of terrorism, cyber attacks, pandemics, and catastrophic natural disasters

REGIONAL LEADERSHIP

Initiatives:

- Work jointly with Cobb, Gwinnett, Dekalb, Clayton, and the State of Georgia to establish a plan for eliminating HIV by 2030.
- Work with community partners to expand food insecurity efforts and identify areas of need.
- Establish partnerships to evaluate assessment centers, increase housing beds, and establish a coordinated intake and entry operation.
- Create a pilot with cities within the County that allows for the sharing of data between jurisdictions.
- Drive transportation improvements with road/bridge enhancements and transit expansion.
- Coordinate efforts to deliver access to affordable housing with equitable homeownership rights.

2022 Accomplishments

Health & Human Services

- Fulton County achieved the lowest death rate per capita as compared to the rest of the state in dealing with Covid-19
- The ARC through the Older Americans Act also awarded $5.6M to Fulton County Senior Services funding supports home and community services through June 2025 which enables eligible seniors to successfully age in place
- Successful management of HIV elimination programs led to an 8% increase in Ryan White funding and a 20% increase in Ending the HIV Epidemic funding for a total grant budget of $34.4 million
- Completed the Emergency Rental Assistance Program expending over $105M in funding and serving over 10K households

Open & Responsible Government

- Due to Key Classification and Employee Compensation Program FC has:
  - Reduced turnover rate from 24% down to 7% (within five months of implementation)
  - Reduced vacancy rate from 51% down to 16% (within five months of implementation)
- Consolidation of seven separate facility locations into a new 600,000 sq. ft warehouse for: Registration and Elections, Emergency Management, Real Estate and Asset Management, Information and Technology, Clerk to the Courts, Marshall, Police, and Sheriff
- The Strategy and Performance Office developed and built out transparency sites for American Rescue Plan Act (ARPA) and ERAP resources and additional justice dashboards to improve public trust
- Successful 2022 Elections cycle and a positive report from the State Elections Review Board
- Maintained our Bond Rating during the Pandemic

Justice & Safety

- Planned and launched Project ORCA to address Court Backlog
- Increased transparency of court operations by development and deployment of operational dashboards
- Achieved a 60% reduction in the number of ORCA Cases by the end of the year
- Successfully restarted virtual and in-person jury trials

Infrastructure & Economic Development

- Began construction to deliver a $38M world-class animal shelter to protect animals and residents in Fulton County.
- Big Creek and Little River water facility was rehabilitated and expanded to increase capacity, eliminate odor, and improve water treatment
- Continue execution of Renew the District with an investment of over $150M+ to accelerate re-development and increase economic opportunities on the FIB corridor

Arts & Libraries

- The Metropolitan Branch Library was selected as the site of the County's first Resiliency Hub
- F.A.C.E. is Fulton County's newest innovative experience that bridges the gap between Fashion, Art, Culture and Education. F.A.C.E. provides a platform for people in the fashion and arts industries, along with educational opportunities for students interested in pursuing careers in these fields

GREAT PEOPLE • GREAT PLACE • GREAT WORK

- **Justice and Safety**
- **Health and Human Services**
- **Infrastructure and Economic Development**
- **Open and Responsible Government**
- **Arts and Libraries**

FULTON COUNTY

Highlights for Health and Human Services

- **Behavioral Health Crisis Center**
- **Health and Human Services North - 4700 North Point Parkway**
- **South Fulton Developmental Disabilities Training Center**
- **Project Care Primary Care Clinic with Morehouse School of Medicine**
- **Medicare Mobile Wellness Partnership**

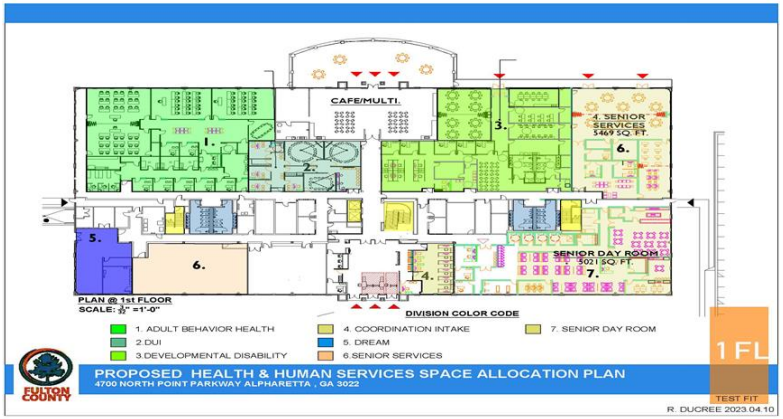
FULTON COUNTY

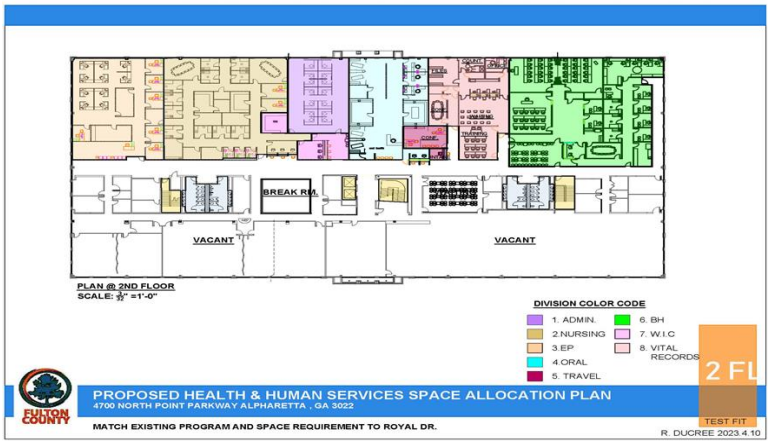
Behavioral Health Crisis Center

- **Funded through ARPA resources at $15M**
- **Received funding from the State in the amount of $11.2M for the operations of the facility**
- **Construction is underway with a completion date expected for March 2024**
- **Grady selected as the operator**

FULTON COUNTY

HHS North - 4700 North Point Parkway

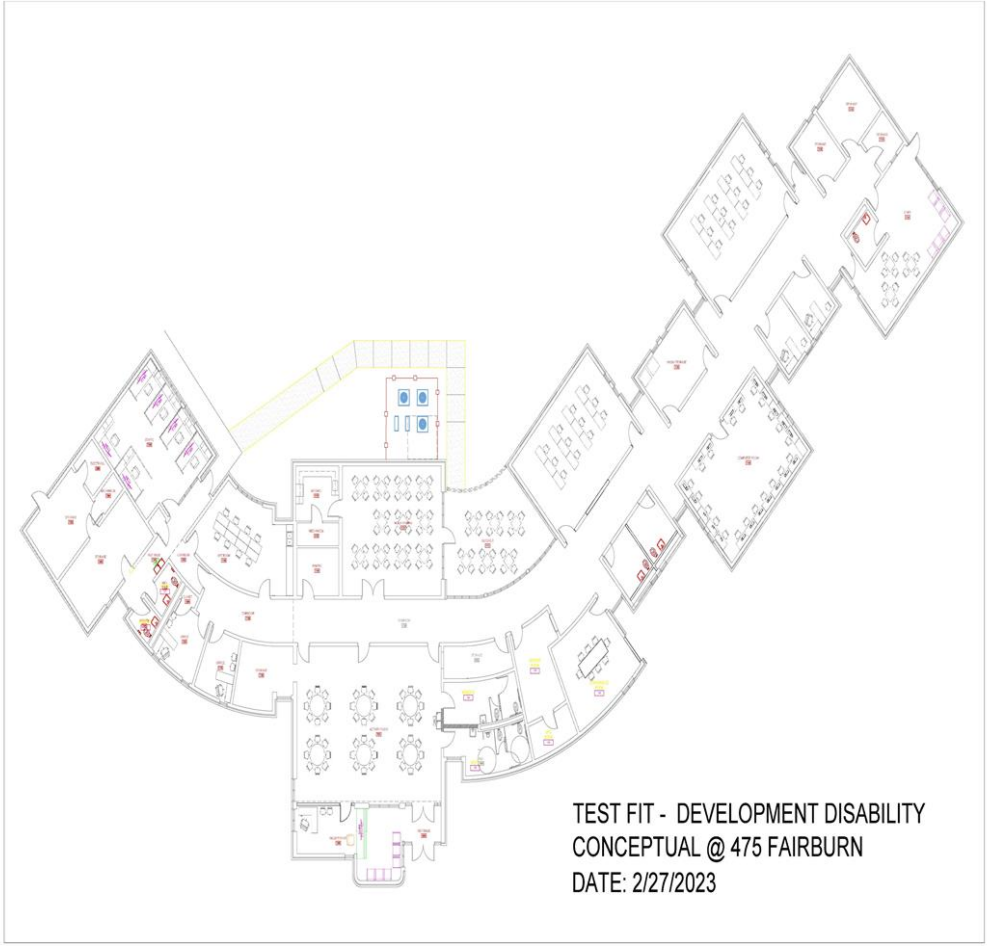




- **Schematic Design has been completed**
- **HVAC and mechanical systems replacement has commenced and completed in March of 2024**
- **Priority to move existing services and evaluate options post construction bids**
- **Facility will include services such as:**
  - Senior Services
  - Developmental Disabilities
  - Behavioral Health Services
  - Board of Health
  - Wrap Around Services
- **Project Completion is expected 1st Qtr 2025**

FULTON COUNTY

South Fulton Developmental Disabilities Training Center - 475 Fairburn Road



- **Project Budget - $4.7M**
- **Schematic Programming Completed**
- **Program Management Team RFP being finalized and expected to issue**
- **Design-Build RFP Issuance 4th week of December**
- **Construction of 1st Quarter**
- **Projected Completion December 2024**

FULTON COUNTY

Project Care Primary Care Clinic

- **Completion of a contract with Morehouse School Healthcare**
- **Successful opening of Buggy Works**
  - Primary care clinic with weekend and extended hours and wrap around services;
  - Behavioral health screening capabilities and referrals to appropriate care;
  - Preventive medicine; and
  - Detection and management of chronic disease with special emphasis on those conditions noted to be prevalent in zip codes

(404)756-1422 appointments

1513 Cleveland Ave,
Building 500
Atlanta, GA 30344

FULTON COUNTY

Medicare Mobile Wellness Partnership

Medicare Benefits Service:

- Voluntary wellness screenings offered at Fulton County Senior Centers at no cost to seniors aged 65 and older
- Maximizes opportunities for community access and advances healthcare outcomes
- Increases participation in this annual benefits which is currently underutilized by seniors
- Addresses access gaps identified in Project Care Study

Grady

FULTON COUNTY

Medicare Mobile Wellness Partnership

SERVICE LOCATIONS AND ACCESS

FULTON COUNTY

Clinical Services
- Annual Wellness Visits
- PCP and Specialty Care Referrals

Social Determinants of Health
- Care Coordination
- Case Management
- Free Educational Sessions
- Personalized Education
- Behavioral Health

Access to Multilingual Services

Multipurpose/Neighborhood Senior Centers
- Dorothy C. Benson Multipurpose
- HJC Bowden Multipurpose
- Harriett G. Darnell
- Dogwood Neighborhood Center
- Helene S. Mills Multipurpose
- New Beginnings Neighborhood
- Southeast Neighborhood Center
- Planned South Fulton Expansion in FY24

Grady

Medicare Mobile Wellness Partnership

Project Goals

Grady will track the following metrics:

- Scheduled Appointments
- On-Site Clinic Utilization
- Services Rendered
- Disease Management/Intervention
- Medical/Behavioral Referrals
- Patient Satisfaction

600-700 seniors
Served Annually

20 hours/week
of clinical services

1-hour educational session per month

Grady

6

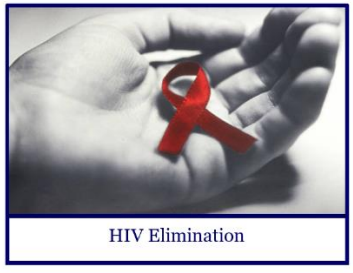
Transparency: Open Performance Site

Click into each department's tile to explore the dashboard & key performance indicators (KPIs)

Behavioral Health and Developmental Disabilities

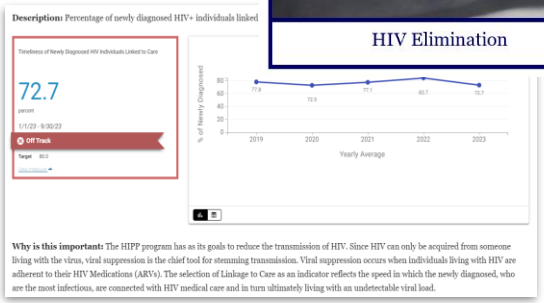
Board of Health

Community Development


HIV Elimination

Public Works

Senior Services



Link: https://performance.fultoncountyga.gov
and click on Health and Human Services block

FULTON COUNTY

QUESTIONS

- **Justice Updates**

FULTON COUNTY GOVERNMENT

Project ORCA
& Justice System Update

DECEMBER 20, 2023

FULTON COUNTY

AGENDA

01 ORCA CASE REDUCTION

02 CUMULATIVE CASE REDUCTION

03 JAIL POPULATION UPDATE

PROJECT OVERVIEW

Since the beginning of COVID-19, the Fulton County Court System has amassed a significant and unprecedented level of cases. Project ORCA will address this challenge by utilizing a combination of capacity expansion and productivity enhancement initiatives to expedite the case adjudication process.

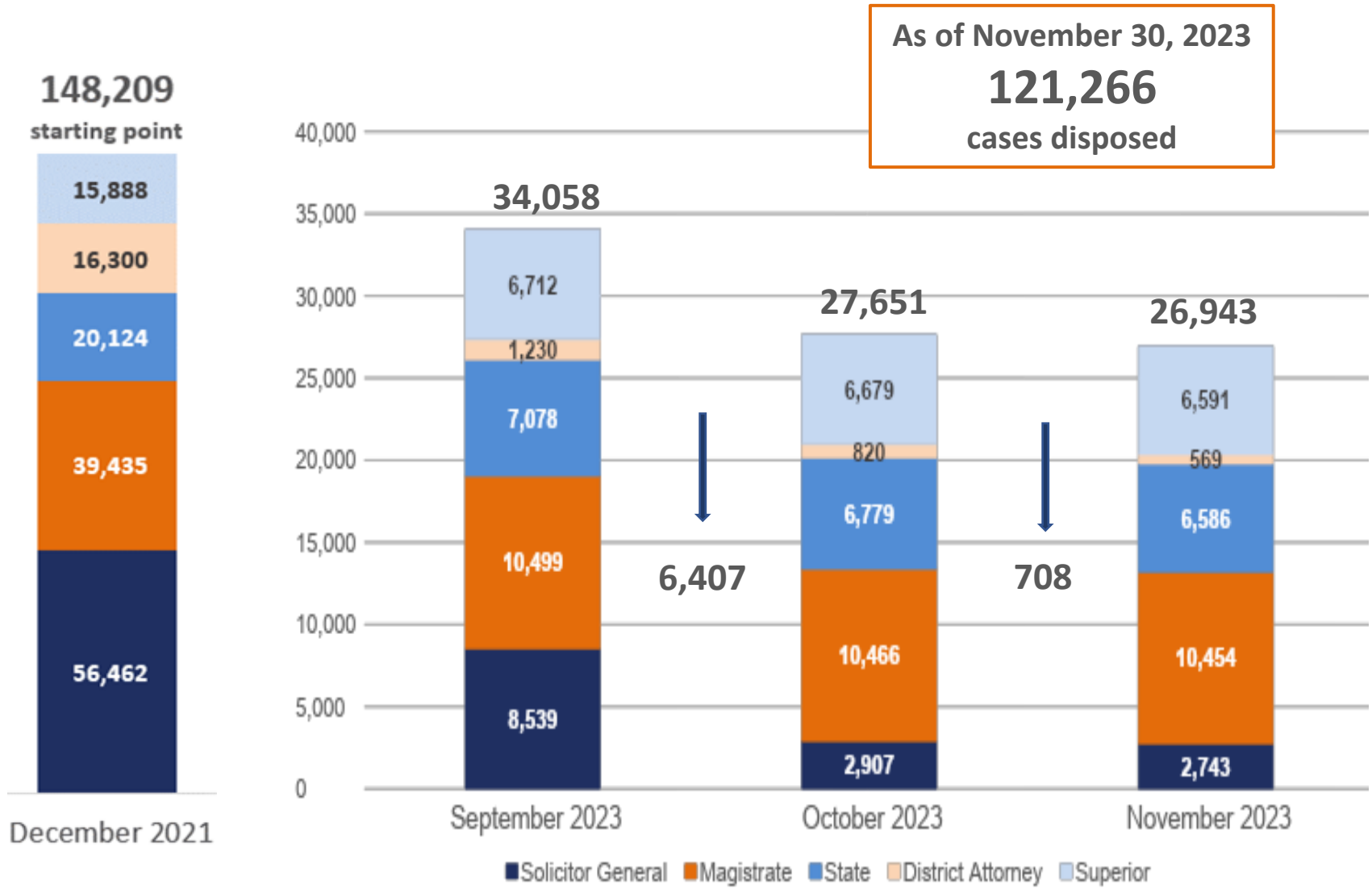
CASE ACCUMULATION DEFINED

All cases (hearings, filings, applications) that were initiated before and during the pandemic (including those currently awaiting formal charging or filing) that have been impacted due to current limitations at various stages of the case administration process.

The COVID-19 Case Resolution Project began on **December 6, 2021** with **148,209** open and active cases.

As of **November 30, 2023**, **121,266** cases have been disposed. There are **26,943** pending open and active cases.

PROJECT ORCA CASE REDUCTION
DISPOSITIONS BY OFFICE

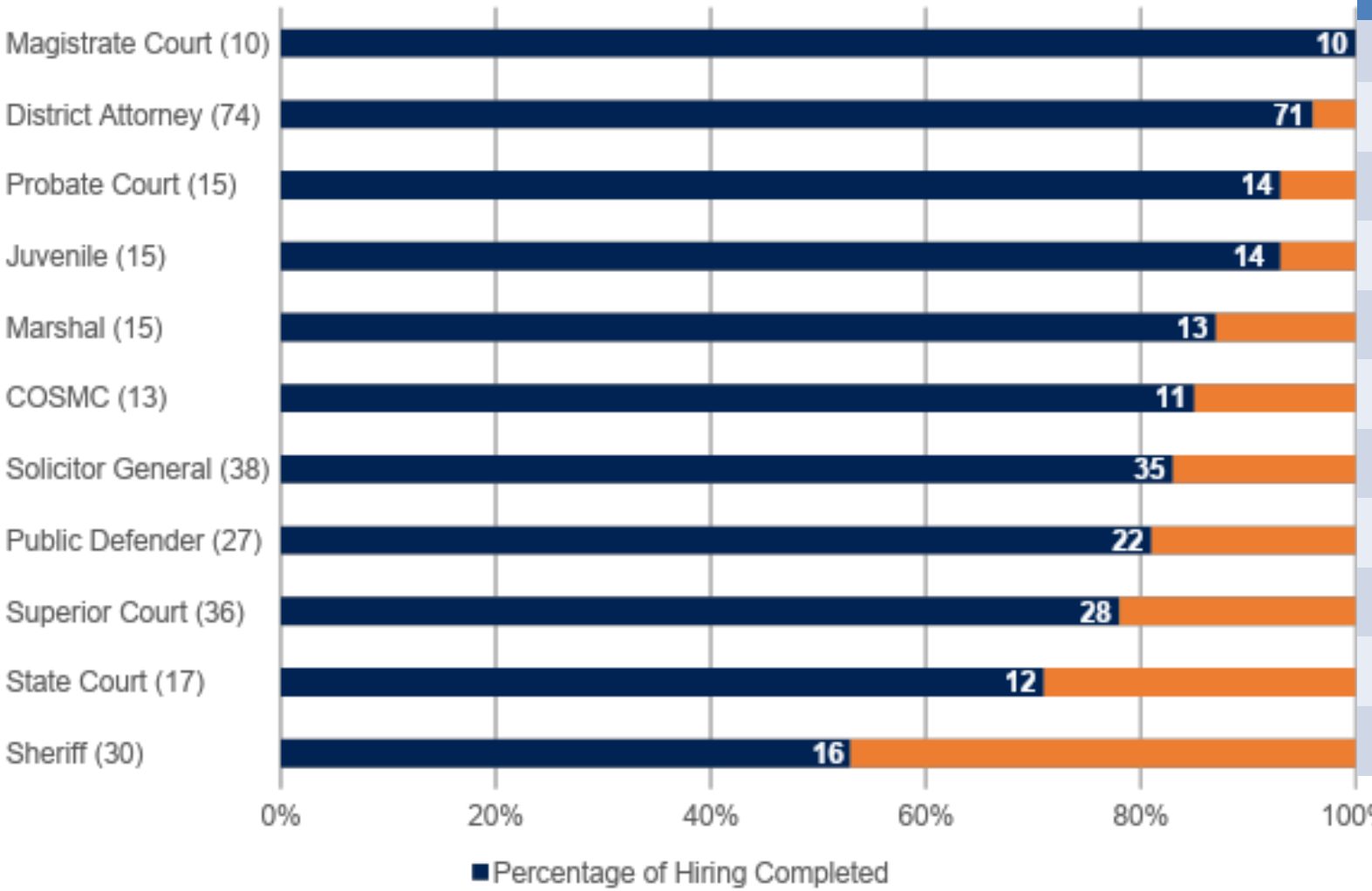


PROJECT ORCA CASE REDUCTION
CASE DISPOSITION SUMMARY

Office	November 2023			Project To Date (12/6/2021 through 11/30/2023)		
	Target	Actual	Variance	Target	Actual	Variance
Superior	442	203	(239)	10,592	13,997	3,405
District Attorney	356	251	(105)	9,988	15,731	5,743
State	556	278	(278)	13,344	16,829	3,485
Solicitor General	1,540	337	(1,203)	36,960	53,731	16,771
Magistrate	1,091	14	(1,077)	26,184	28,977	2,793
Overall	**3,985**	**1,083**	**(2,902)**	**97,068**	**129,265**	**32,197**

HIRING PROGRESS

HIRING PROGRESS BY DEPARTMENT AS OF 12/04/2023



	Since 11/1/2023
Magistrate Court (10)	+4
District Attorney (74)	-
Probate Court (15)	-
Juvenile (15)	+1
Marshal (15)	-1
COSMC (13)	+1
Solicitor General (38)	-1
Public Defender (27)	-1
Superior Court (36)	-
State Court (17)	-1
Sheriff (30)	-

FULTON COUNTY GOVERNMENT

Project ORCA
& Justice System Update

DECEMBER 20, 2023

FULTON COUNTY

AGENDA

01 ORCA CASE REDUCTION

02 CUMULATIVE CASE REDUCTION

03 JAIL POPULATION UPDATE

CUMULATIVE CASE REDUCTION
JUSTICE SYSTEM SCORECARD

FULTON COUNTY

MEASURE	GOAL	MAY 2023 BASELINE	NOVEMBER 2023	DELTA *(current month vs. baseline)*
Average Length of Stay	30 days	71 days	65 days	6 day decrease
Jail Population Unindicted without other charges	10%	34%	24%	10% decrease *(555 less unindicted)*
Clearance Rate for Felony Criminal Cases	100%	72%	85%	13% increase
Felony Cases Disposed within 180 Days	90%	25%	28%	3% increase
Felony Cases Disposed within 365 Days	98%	63%	59%	4% decrease

FULTON COUNTY GOVERNMENT

Project ORCA
& Justice System Update

DECEMBER 20, 2023

FULTON COUNTY

AGENDA

01 ORCA CASE REDUCTION

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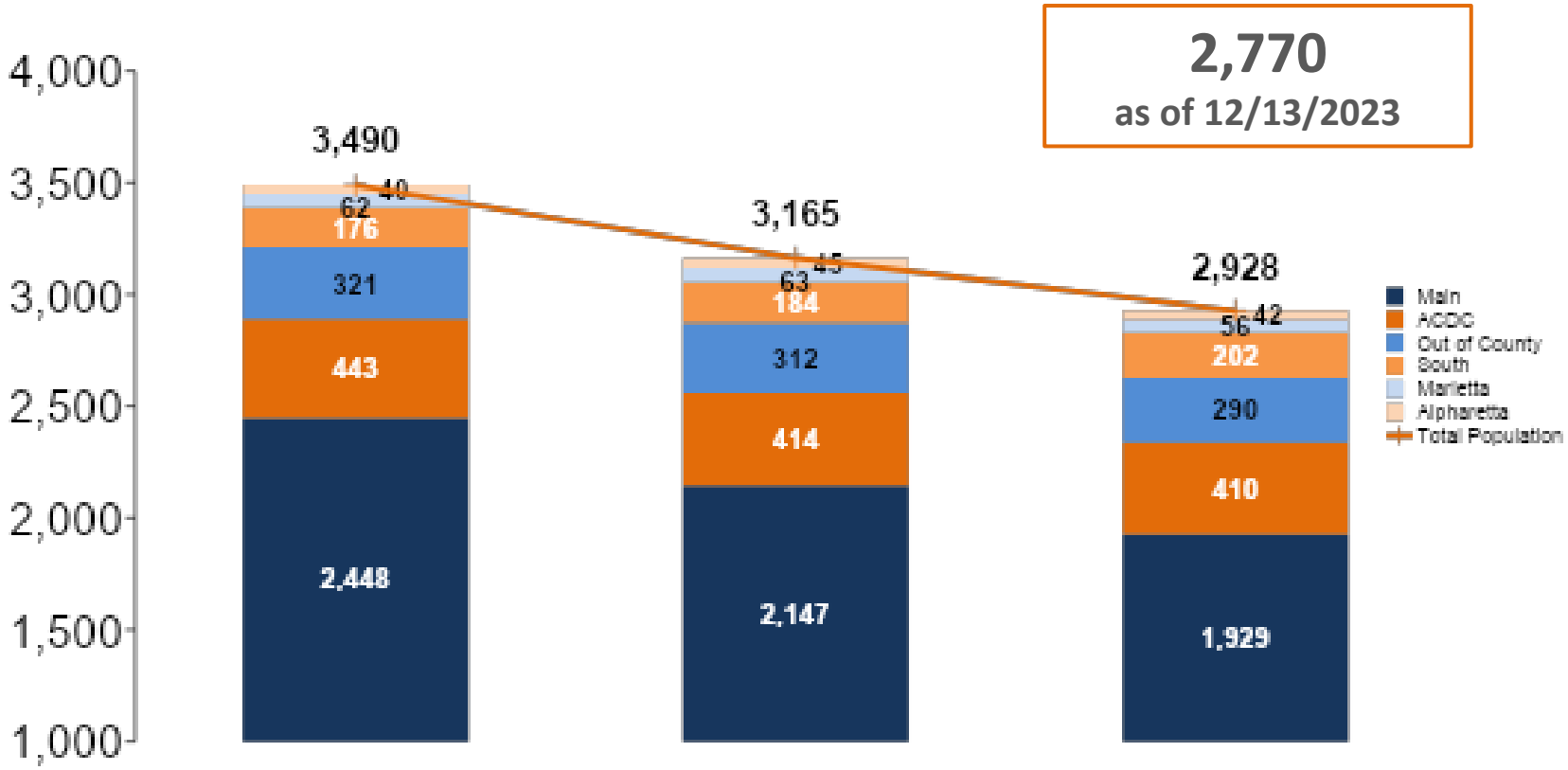
AVERAGE MONTHLY POPULATION

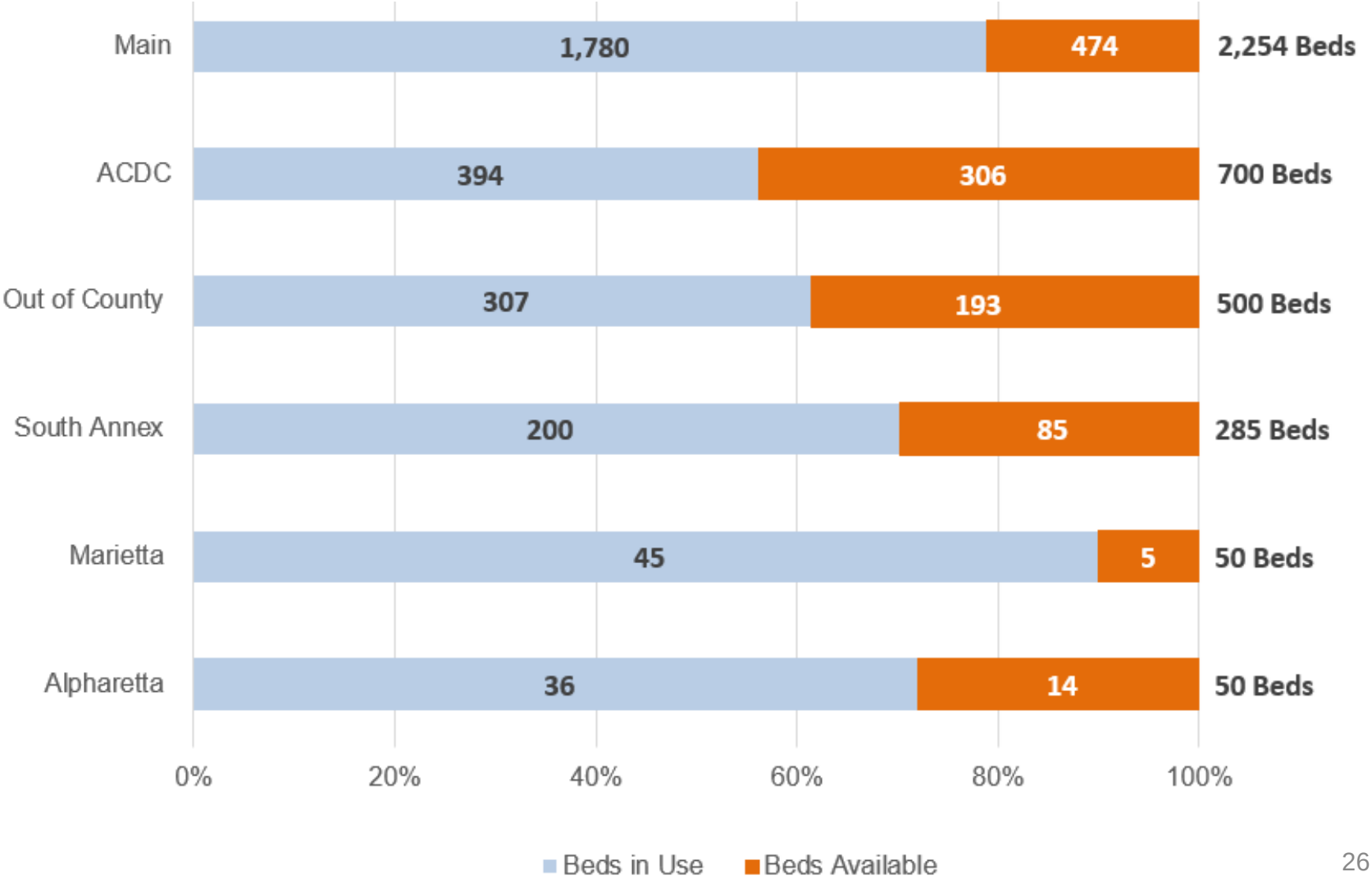


	Sep	Oct	Nov
Floor	310	111	15
Floor %	9%	3%	1%
Book In	442	419	418
Book Out	452	428	420
Net	10	9	2

AVERAGE MONTHLY JAIL POPULATION
POPULATION BY FACILITY

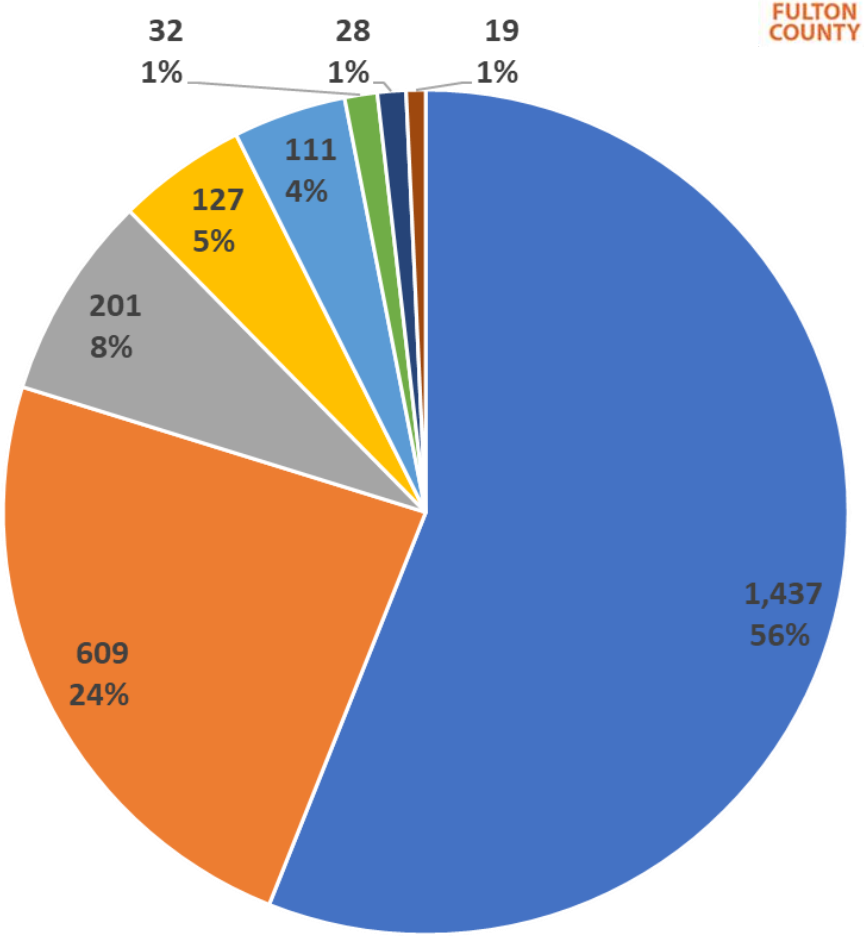
	SEPTEMBER	OCTOBER	NOVEMBER	12/13/2023
Main	2,448	2,147	1,929	1,776
ACDC	443	414	410	401
Out of County	321	312	290	301
South Annex	176	184	202	204
Marietta	62	63	56	51
Alpharetta	40	45	42	37
TOTAL	3,490	3,165	2,928	2,770

JAIL POPULATION
FACILITY UTILIZATION AS OF 11/30/2023



JAIL POPULATION
FULL INMATE ANALYSIS AS OF 11/20/2023

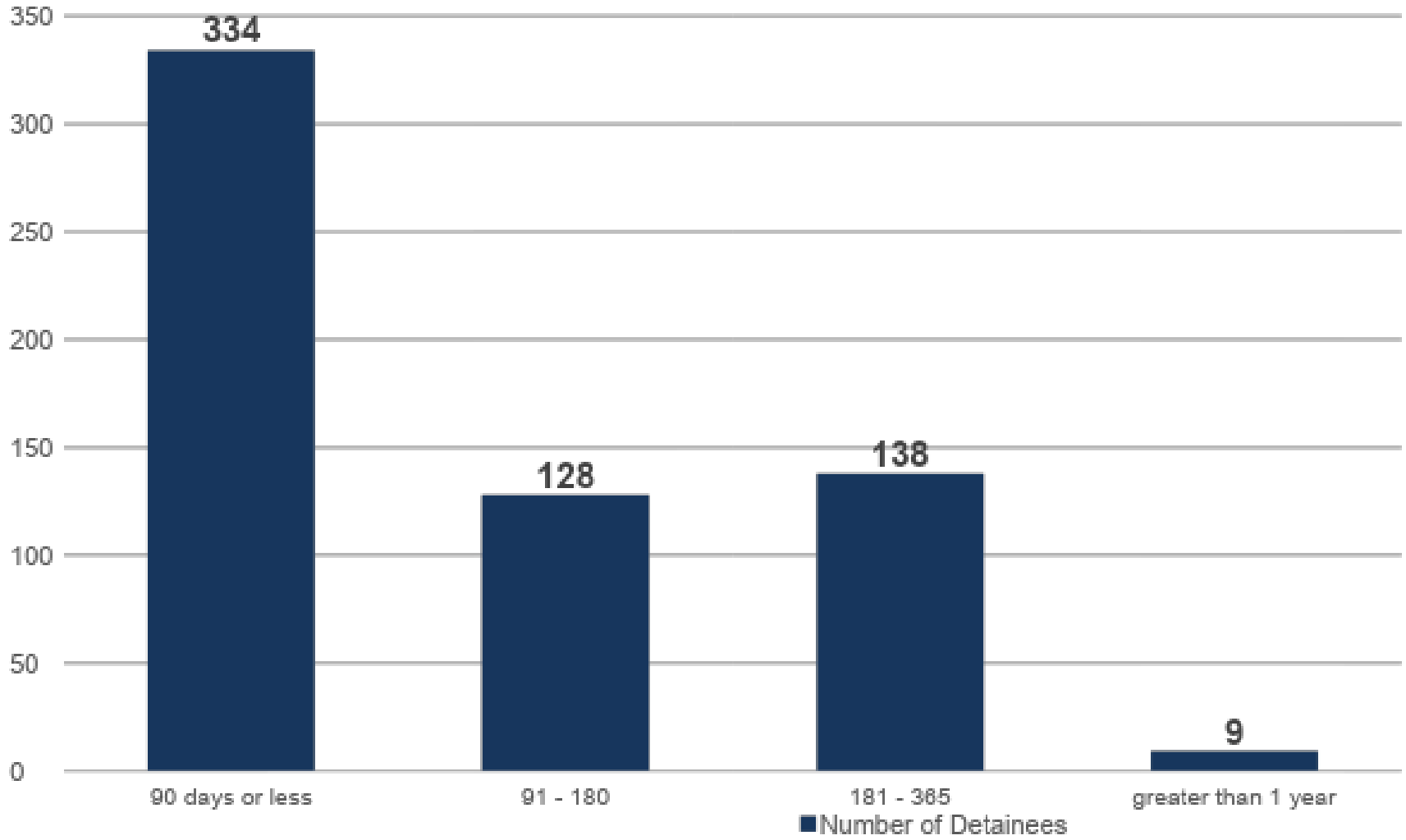
Status	Number of Inmates	
Unindicted	609	24%
Unindicted w/ Hold	201	8%
Unindicted w/ Indicted Case	127	5%
Indicted (DA)	1,437	56%
Accused (SG)	111	4%
Awaiting Pickup/Transport/Extradition	32	1%
Hold Only (SBPP/Foreign)	28	1%
Serving Sentence/CPO	19	1%
TOTAL	**2,564**	**100%**



- Indicted and/or FTA/PV only
- Unindicted
- Unindicted w/ Hold (FTA/PV/SBPP/Foreign)
- Unindicted w/ Indicted Case
- State
- Awaiting Pickup/Transport/Extradition
- Hold Only (SBPP/Foreign)
- Serving Sentence/CPO

JAIL POPULATION

UNINDICTED DAYS IN JAIL AS OF 11/20/2023



Excludes detainees with pending indicted cases and holds (Probation Violations, Failure to Appears and foreign and/or other agency holds).

JAIL POPULATION
POPULATION REDUCTION INITIATIVES

FULTON COUNTY

ACTION ITEM	DESCRIPTION / BACKGROUND	START DATE	IMPACT
Increase inmate transports to Superior Court	Double the number of inmate transports per week	**March 1**	• Number of weekly inmate transports for Superior Court have doubled for each judge
Increase the number of senior judges for Superior Court	Add new senior judges for criminal trial / weekend calendars and increase their compensation	**May 15**	• 4 new senior judges have been added • One senior judge has disposed of more than 80 complex violent felony cases through the court's consolidated trial calendar
Superior Court civil cases to State Court	Assign Superior Court civil cases to State Court for remainder of 2023	**May 15**	• 42 Superior Court cases have been assigned to State Court resulting in 19 dispositions thus far
Increase Zoom capacity for Superior Court criminal cases	Increase the calendars and resources to expand cases leveraging Zoom	**June 30**	• Review of Zoom schedule have led to significant increases in calendaring and hearing frequency in Superior Court
Expand the C-3 Program	Increase the number of C-3 contract attorneys and cases per attorney, with a focus on jail cases	**July 15**	• 79 defendants (124 indicted cases) have been represented by C-3 contract attorneys leading to 58 case dispositions through November 2023
Prioritize jail cases on the Superior Court calendar	Prioritize jail cases on Superior Court calendars	**September 30**	• Search queries automated to provide Superior Court staff easily accessible and current information on unindicted and indicted inmates allowing for targeted calendars
Weekend court at Fulton County Jail	Hold criminal court cases at Fulton County Jail on weekend days	**September 30**	• 5 cases disposed at the pilot weekend court • Framework established for an expedited plea calendar targeting 10 – 15 defendants per calendar
Establish a competency docket	Create a dedicated calendar for competency cases	**October 5**	• Docket launched in December with more than 100 defendants • Inmates being identified with cases that can be resolved upon outside placement through prompt judicial intervention

PRIORITIES

- ✔ Accelerate ORCA case resolution/performance
- ✔ Implement multi-agency jail reduction plan
- ✔ Prevent Post-ORCA backlog
- ✔ 2024 Look ahead…
  - Finalize ORCA funding and staffing plan
  - Continue ORCA & justice system tracking and reporting
  - Shift primary discussion of performance to Justice Partners

JUSTICE SYSTEM DASHBOARDS
PUBLIC INFORMATION

FULTON COUNTY

JUSTICE SYSTEM DASHBOARDS	
DEPARTMENT	**PUBLICLY AVAILABLE DASHBOARDS**
SUPERIOR COURT	Total Defendants in Jail (Complex)
	Defendants in Jail for Over 1 Year (Complex)
	Total Pending Cases (Complex)
	Cases Pending for Over 1 Year (Complex)
	Total Defendants in Jail (Non-Complex)
	Defendants in Jail > 180 Days (Non-Complex)
	Total Pending Cases (Non-Complex)
	Cases Pending > 180 Days (Non-Complex)
NATIONAL COURT STANDARDS	Time to Disposition (Felony)
	Time to Disposition (Civil)
	Time to Disposition (Family)
	Clearance Rates
	Aging of Cases
STATE COURT	Total Defendants in Jail (Misdemeanor)
	Defendants in Jail Over 1 Year (Misdemeanor)
	Total Pending Criminal Cases
	Criminal Cases Pending for Over 1 Year

PROJECT ORCA DASHBOARDS	
DEPARTMENT	**PUBLICLY AVAILABLE DASHBOARDS**
OVERALL	Total Disposed Cases
	Remaining Open & Active Cases
COURTS	Total Disposed Cases & Filings
	Remaining Open & Active Cases & Filings
PROSECUTORS	Total Disposed, Indicted, or Accused Cases
	Remaining Open & Active Cases

All publicly available justice system data and dashboards are found at:
https://fultoncountyga.gov/inside-fulton-county/open-government

Jail Maintenance and Repairs

Before

After

FULTON COUNTY

Jail Maintenance and Repairs

- 1st Blitz Unit (1 North) completed 11/6/23 (3 months to complete)
- 2nd Blitz Unit (2 South) started on 11/9/23 and conducted final walk through on Friday Dec.15, 2023
- 532 work orders completed for 2nd Blitz. (5 weeks to complete)
- Blitz SOP developed in order to help synchronize and coordinate contactors so we can expedite the work.

FULTON COUNTY

Jail Maintenance and Repairs

- This year the Jail averages 1100 work-orders a month outside of the “blitz project”
- Work orders completion averaged less than 36 hours
- Hot water and heating have become an issue this month
- There are 7 housing zones that are uninhabited for various reasons. (i.e. fire damage, water damage)
  - DREAM has implemented plans to rehab these zones

FULTON COUNTY

QUESTIONS

COVID 19 Reserve & ARPA Spend Update

Cash Flow Projections – COVID 19 Response

In Millions $	12.12.23 Budget	12.12.23 Commitments	12.12.23 Expenses	Change in Budget	Change in Expenses
EERF - General Fund	$ 10.5	$ 10.5	$ 10.5	$ -	-
Communications	1.7	1.7	1.7	-	-
Child Care / Healthcare / Other	0.5	0.5	0.5	-	-
Payment to Employees	6.6	6.6	6.6	-	-
2020 Obligation/Unallowable	1.7	1.7	1.7	-	-
American Rescue Act	228.4	178.4	146.6	-	7.19
Health Infrastructure	24.1	12.2	3.2	-	2.12
Pandemic Proof County Facilities	28.0	2.3	1.9	-	-
Day Porters / Cleaning	1.9	1.9	1.6	-	-
Child Care	0.7	0.4	0.4	-	-
Other Emergencies	1.7	1.7	1.6	-	-
Lifeline Animal Control	0.5	0.5	0.5	-	-
Premium Pay for Employees	3.4	3.4	3.4	-	-
PPE- County Employees	1.6	1.6	1.6	-	-
Court Backlog Project	75.0	64.6	57.9	-	4.47
Information Tech - Virtual Support	12.3	12.3	1.3	-	0.14
Safety Net Services - CSP	8.1	8.0	7.5	-	-
Tiny Homes	1.0	1.0	0.02	-	0.01
Living Assistance	0.5	0.5	-	-	-
Diversion Center	1.7	1.7	0.0	-	0.01
Summer Youth	0.5	0.5	0.5	-	-
Employees Covid Healthcare	4.0	4.0	4.0	-	-
General Administration	0.9	0.9	0.5	-	0.02
Long Term Revolving Loan Program	3.9	3.9	3.9	-	-
Food Insecurity	5.1	5.1	4.4	-	0.03
Job Training	0.9	0.9	0.7	-	0.28
ERAP 2 & High Need	29.0	29.0	29.0	-	-
ERAP Additional Operational Costs	9.1	9.1	8.7	-	-
Vaccination and Testing - Shared Cost of FEMA Reimbursable Items 3Q22+	0.4	0.4	0.3	-	0.08
Grady Hospital	11.0	11.0	11.0	-	-
Testing Vaccination	2.8	1.2	0.6	-	0.03
Vaccine Incentive Program	0.5	0.4	0.4	-	-
Consolidated Appropriations Act	18.0	18.0	18.0	-	-
ERAP 1	18.0	18.0	18.0	-	-
ERAP Reallocation	67.0	67.0	67.0	-	-
ERAP 4	25.0	25.0	25.0	-	-
ERAP 5	25.0	25.0	25.0	-	-
ERAP 6	17.0	17.0	17.0	-	-
FEMA Related Expenses	29.6	$ 29.6	$ 29.4	0.04	0.00
Total	$ 353.5	$ 303.5	$ 271.4	0.04	7.19
Reserve	$ 19.8				

FULTON COUNTY

Cash Flow Projections – COVID 19 Response

Cash Flow Projection COVID-19 Response

In Millions $

	Uses of Funds	2021	2022	2023	2024	Total
A	EERF - General Fund	10.5		-	-	10.5
B	American Rescue Act	51.8	57.6	87.6	31.4	228.4
C	Consolidated Appropriations Act	17.4	0.6	-	-	18.0
D	ERAP Reallocation	-	67.0	-	-	67.0
E	FEMA Related Expenses	21.2	7.8	0.3	-	29.4
	Projected Annual Uses	100.9	133.1	88.0	31.4	353.3

	Sources of Funds	2021	2022	2023	2024	Total
A	EERF	10.5	16.4			26.9
B	American Rescue Act	128.4	103.4			231.8
C	Consolidated Appropriation Act	18.0				18.0
D	ERAP Reallocation	-	67.0			67.0
E	FEMA Reimbursement at 100% until 2Q 22/90% 3Q 22+	5.9	7.4	10.8	5.3	29.4
	Projected Annual Sources	162.8	194.2	10.8	5.3	373.1
	Cash Balance EOY - 100% FEMA Reimbursement	61.9	123.0	45.9	19.8	19.8

FEMA Reimbursement Update

Period	Amount Expended	Amount Submitted	Amount Received	Status
MBFS	$6,501,828	$6,501,828	$6,501,828	Payment received in advance and balance requested ($564,534.37 received 12/09/22)
2020 Q4	$1,809,012	$1,809,012	$1,809,012	$1,809,011.74 received 6/21/2023
2021 Q1	$3,774,350	$3,774,350	$3,774,350	$3,774,349.55 received 6/21/2023
2021 Q2	$5,412,164	$5,412,164	$5,240,036	Received $2,620,018.05 9/12/2023 and $2,620,018.05 11/29/2023
2021 Q3	$3,307,312	$3,307,312	$3,307,312	Expedited application was submitted for these three quarters, but expedited funding was granted based on actual expenses incurred for the period in the amount of $7,122,929-additional amount to be submitted ($6,845,288 received on 12/09/22) - Pending additional funding $4,171,568.98
2021 Q4	$2,752,925	$2,752,925	$2,752,925	
2022 Q1	$3,161,352	$3,161,352	$785,051	
2022 Q2	$1,198,812	$1,198,812	$0	Under GEMA review - Pending funding - $1,705,887.15
2022 Q3	$983,452	$983,452	$0	Under FEMA Review - Submitted 7/13/2023
2022 Q4	$358,843	$326,888	$0	Under FEMA Review - Submitted 7/13/2023
2023 Q1	$124,421	$124,421	$0	Under FEMA Review - Submitted 10/10/2023
2023 Q2	$55,118	$55,118	$0	Under FEMA Review - Submitted 10/10/2023
Closeout	$81,492	$0	$0	Pending submission as of last update
Total	**$29,521,079**	**$29,407,633**	**$24,170,514**	

There are outstanding purchase orders not included in the total above.

QUESTIONS

Financial/Performance Measures Update

Monthly Financial Report

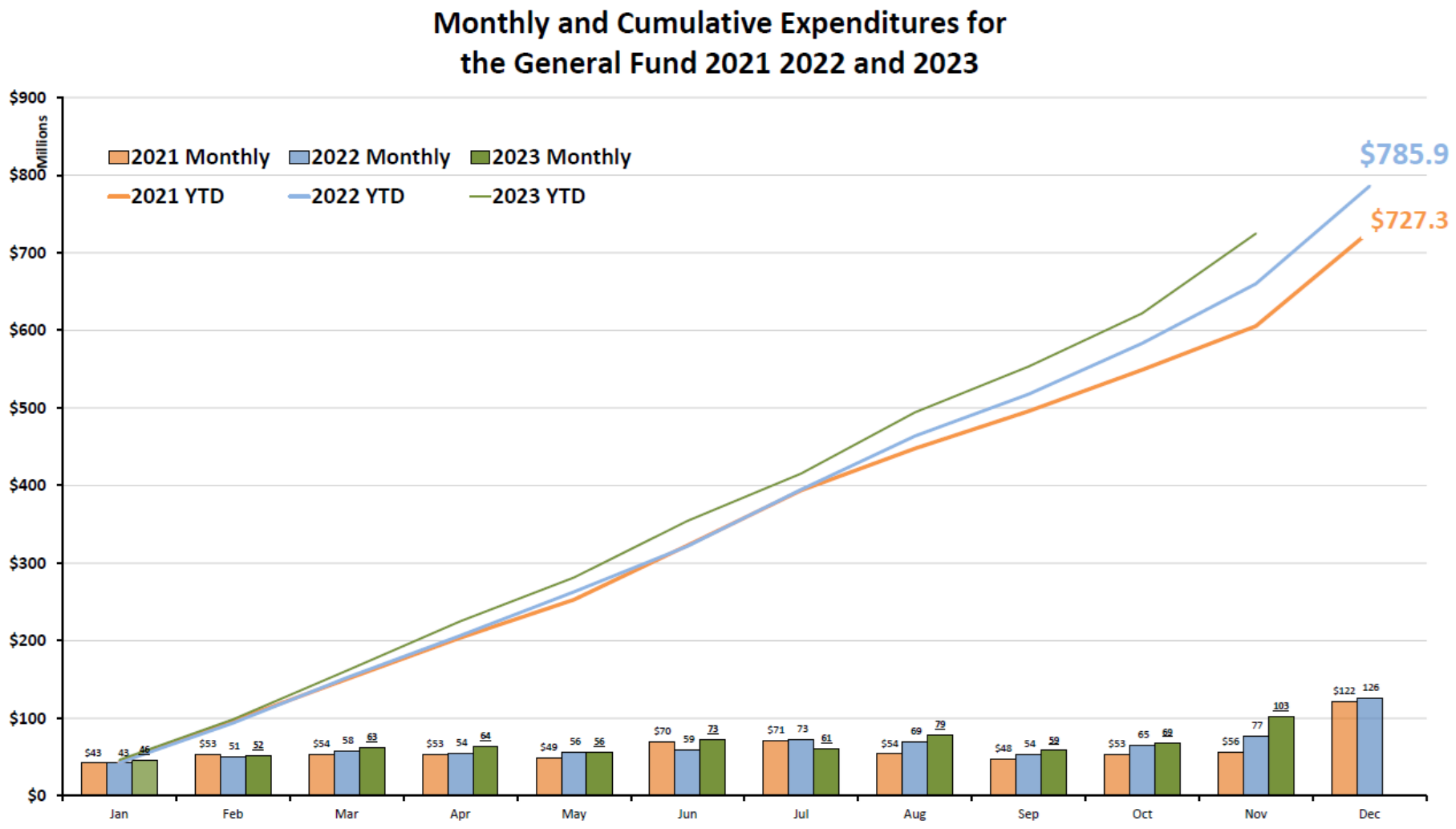
General Fund Expenditure Analysis 2022 vs 2023 - November

		2022			2023			
		A	B	A/B	C	D	C/D	(C/D)-(A/B)
Department		YTD 2022 Exp	2022 -Budget	%	YTD 2023 Exp	2023 Budget	%	% Change
Arts & Culture	181	$ 3,112,526	$ 5,634,291	55%	$ 8,271,938	$ 9,685,272	85%	30%
Behavioral Health	755	$ 11,644,361	$ 17,050,336	68%	$ 12,730,470	$ 18,465,916	69%	1%
Board of Health	750	$ 10,037,948	$ 11,613,441	86%	$ 10,052,797	$ 11,150,587	90%	4%
Child Attorney	237	$ 2,936,887	$ 3,453,657	85%	$ 3,380,600	$ 3,821,519	88%	3%
Commission Districts	101	3,206,105	4,059,256	79%	$ 3,139,940	$ 4,477,947	70%	-9%
Community Development	121	10,264,444	11,789,163	87%	$ 12,098,955	$ 14,654,332	83%	-5%
County Attorney	235	3,650,564	3,650,564	100%	$ 4,564,995	$ 5,069,994	90%	-10%
County Comm Clerk	110	1,011,033	1,270,823	80%	$ 930,090	$ 1,323,704	70%	-9%
County Manager	118	3,056,303	3,619,870	84%	$ 3,049,192	$ 3,827,658	80%	-5%
County Marshal	419	6,015,473	7,060,063	85%	$ 6,156,261	$ 7,425,060	83%	-2%
District Attorney	480	28,535,978	32,445,275	88%	$ 32,081,166	$ 41,643,241	77%	-11%
Diversity and Civil Rights	186	957,695	1,540,400	62%	$ 944,875	$ 1,514,230	62%	0%
DREAM	520	28,941,338	35,161,743	82%	$ 33,577,332	$ 39,514,605	85%	3%
Economic Development	120	510,500	655,653	78%	$ 704,458	$ 871,850	81%	3%
Emergency Management	335	5,197,216	5,577,684	93%	$ 4,874,772	$ 5,664,486	86%	-7%
Emergency Services	333	2,882,033	3,561,915	81%	$ 2,988,148	$ 3,516,628	85%	4%
External Affairs	130	3,123,925	3,851,484	81%	$ 2,375,124	$ 2,926,775	81%	0%
Family & Children's Services	620	1,052,138	1,684,840	62%	$ 1,193,720	$ 1,684,840	71%	8%
Finance	210	5,553,083	7,429,525	75%	$ 5,793,714	$ 7,706,489	75%	0%
Grady Hospital	730	59,724,507	63,850,095	94%	$ 45,252,425	$ 49,813,841	91%	-3%
HIV Elimination	270	28,061	147,002	19%	$ 77,349	$ 190,432	41%	22%
Human Resources	215	4,385,628	5,768,382	76%	$ 4,702,473	$ 5,960,041	79%	3%
Information Technology	220	21,683,364	31,777,902	68%	$ 25,811,290	$ 35,149,309	73%	5%
Juvenile Court	405	13,744,775	15,712,574	87%	$ 13,916,135	$ 16,927,218	82%	-5%
Library	650	22,810,614	30,395,076	75%	$ 23,438,622	$ 30,496,143	77%	2%
Magistrate Court	422	3,681,761	4,478,655	82%	$ 4,409,313	$ 5,116,197	86%	4%
Medical Examiner	340	4,506,345	5,776,836	78%	$ 5,185,009	$ 6,457,310	80%	2%
Non-Agency	999	118,327,182	186,172,043	64%	$ 153,419,323	$ 208,295,345	74%	10%
Office of the County Auditor	119	1,191,646	1,396,637	85%	$ 1,202,423	$ 1,418,195	85%	-1%
Police	320	8,324,613	9,933,640	84%	$ 9,463,492	$ 11,435,513	83%	-1%
Probate Court	410	3,470,904	4,265,161	81%	$ 4,170,407	$ 6,318,377	66%	-15%
Public Defender	490	19,046,031	22,529,679	85%	$ 21,871,409	$ 25,377,575	86%	2%
Public Works	540	500,000	500,000	100%	$ 458,333	$ 500,000	92%	-8%
Purchasing	230	3,117,071	4,535,416	69%	$ 3,847,041	$ 4,959,943	78%	9%
Regis & Elect	265	17,711,636	37,417,753	47%	$ 7,078,080	$ 8,553,165	83%	35%
Senior Services	183	18,116,669	24,787,932	73%	$ 23,887,867	$ 28,869,727	83%	10%
Sheriff	330	113,696,575	129,011,046	88%	$ 126,428,680	$ 142,706,567	89%	0%
State Court-All Judges	421	5,422,637	6,370,077	85%	$ 5,641,253	$ 6,893,734	82%	-3%
State Court-General	420	6,453,324	8,263,713	78%	$ 7,009,111	$ 8,809,769	80%	1%
State Court-Solicitor	400	8,686,007	10,218,473	85%	$ 9,648,947	$ 12,516,397	77%	-8%
Superior Court-All judges	451	8,054,822	9,275,003	87%	$ 8,511,503	$ 9,720,397	88%	1%
Superior Court-Clerk	470	16,998,400	21,779,417	78%	$ 18,159,920	$ 21,820,092	83%	5%
Superior Court-General	450	18,728,204	23,102,099	81%	$ 19,637,658	$ 23,398,655	84%	3%
Tax Assessor	240	14,825,451	20,974,825	71%	$ 16,491,673	$ 22,146,677	74%	4%
Tax Commissioner	245	14,979,135	17,646,844	85%	$ 16,202,348	$ 18,747,272	86%	2%
Grand Total		$ 659,904,912	$ 857,196,262	77%	$ 724,830,631	$897,543,024	81%	3.8%

C/D Color Legend
92% of the Year (Nov)

FULTON COUNTY

Monthly Financial Report



Monthly Financial Report

General Fund Summary

Personnel Vacancy Analysis 2023 November Fulltime Permanent Positions

Department	FY23 YTD Expense	FY23 Budget	Personnel Count and Vacancies / Full Time Permanent 2023												
			Perm. Pos.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Avg. Vac.TD
Commission Districts	2,840,026	3,971,061	27	6	7	4	4	5	3	2	4	3	3	2	14%
County Comm Clerk	798,435	981,868	9	0	0	0	0	0	1	1	2	1	0	0	5%
County Manager	2,887,637	3,462,217	20	2	2	2	2	2	2	2	2	1	1	1	9%
County Auditor	1,119,858	1,267,308	8	0	0	1	0	0	0	0	0	0	0	0	1%
Community Development	2,274,052	2,657,674	23	2	2	2	2	2	2	2	2	2	2	1	8%
External Affairs	1,876,642	2,197,146	18	2	1	2	2	2	3	2	2	4	0	0	10%
Arts & Culture	2,393,668	2,889,612	30	1	2	2	3	5	4	4	1	1	1	1	8%
Senior Services	7,676,238	9,787,420	116	9	8	11	17	15	14	16	10	11	12	11	11%
Diversity and Civil Rights	847,647	1,177,915	12	4	3	3	3	3	3	3	3	3	0	1	22%
Finance	5,565,928	6,767,909	63	8	7	7	10	13	13	10	11	11	9	9	16%
Human Resources	4,204,107	4,783,747	44	4	4	4	4	4	4	4	2	3	3	3	8%
IT	12,190,814	15,813,157	123	30	27	26	25	26	27	26	24	22	18	18	20%
Purchasing	3,421,605	4,190,649	38	4	5	5	5	5	7	7	6	6	5	5	14%
Child Attorney	3,263,272	3,504,140	23	0	0	1	1	1	1	1	1	0	0	0	2%
Tax Assessor	13,552,314	16,556,069	192	24	23	18	20	19	14	23	26	28	25	28	12%
Tax Commissioner	13,371,609	15,535,061	190	9	9	12	13	11	13	17	18	20	7	4	6%
Regis & Elect	2,947,105	3,582,337	43	13	18	18	18	15	13	4	5	7	6	6	26%
HIV Elimination	77,158	182,432	1	0	0	0	0	0	0	0	1	1	1	1	36%
Police	5,121,950	6,054,994	67	9	10	10	9	9	9	6	8	8	9	10	13%
Sheriff	84,067,489	97,434,848	970	208	210	180	178	171	155	149	148	148	146	143	17%
Emergency Services	1,434,451	1,809,124	20	2	2	0	2	2	2	2	1	2	0	0	7%
Emergency Management	1,065,696	1,344,476	11	1	1	1	2	2	2	2	2	2	3	3	17%
Medical Examiner	4,566,594	5,667,512	44	6	5	4	3	3	4	4	5	6	5	4	10%
State Court-Solicitor	9,104,977	11,560,855	103	14	21	22	23	21	20	19	17	11	10	11	17%
Juvenile Court	12,240,770	15,061,175	148	8	10	14	25	26	26	26	30	26	24	19	14%
Probate Court	3,280,299	4,782,253	52	12	11	9	13	14	12	13	12	9	10	9	22%
County Marshal	5,384,579	6,480,398	71	6	6	7	7	8	8	8	8	10	11	9	11%
State Court-General	5,583,498	6,923,925	68	4	4	5	6	8	8	8	9	8	7	3	9%
State Court-All Judges	5,498,008	6,554,747	40	2	2	2	2	2	2	2	2	2	3	3	5%
Magistrate Court	4,135,590	4,585,834	19	6	5	5	4	3	3	2	1	1	1	1	15%
Superior Court-General	15,521,332	18,400,154	194	19	20	18	14	13	13	11	15	19	18	14	8%
Superior Court-Alljudges	8,115,093	9,176,788	80	6	3	3	3	5	5	5	4	3	3	2	5%
Superior Court-Clerk	15,985,020	19,266,910	210	24	25	28	33	32	31	40	37	27	26	27	14%
District Attorney	27,018,704	33,580,656	273	19	19	22	24	25	23	24	18	17	22	23	8%
Public Defender	19,741,109	23,089,944	163	10	15	9	17	21	21	12	10	9	0	2	7%
DREAM	12,143,225	15,133,381	179	21	22	23	24	23	26	28	29	26	23	22	14%
Library	18,386,346	23,738,795	302	58	61	64	48	48	53	55	43	44	37	31	16%
Behavioral Health	2,750,172	3,600,116	54	15	14	12	17	18	18	17	18	19	22	22	32%
Non-Agency	59,341,132	66,378,910	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
Economic Development	517,174	620,054	5	1	1	1	1	1	1	1	1	1	1	1	20%
Grand Total	$ 402,311,323	$ 480,553,571	4053	569	585	557	584	583	566	558	538	522	474	450	13%

FULTON COUNTY

QUESTIONS

Monthly Emergency Purchase Orders & Monthly CM Contract Approval

EMERGENCY PURCHASE ORDERS AND CONTRACTS

EMERGENCY PROCUREMENTS				
Date	Description of Emergency	Department/User Agency	Contractor/Vendor Name	Amount
11/2/2023	Emergency Work for the replacement of the Detention Overhead Door at the Fulton County Justice Center Complex	Real Estate & Asset Management	Overhead Door Company of Atlanta dba DH Pace Company	$47,796.00
12/7/2023	Increased Spending Authority for Motor Vehicle Maintenance & Inventory Management Services (Agenda Item 23-0901)	Real Estate & Asset Management	Automotive Rentals, Inc.	$196,611.93
12/7/2023	Increased Spending Authority for Prisoner Transportation Services (Agenda Item 23-0903)	Fulton County Sheriff's Office	US Corrections, LLC	$250,000.00
			TOTAL	**$494,407.93**

County Manager Contract Approvals Less Than $100K

DATE	CONTRACTOR/VENDOR NAME	CONTRACT PURPOSE	DEPARTMENT	DOLLAR AMOUNT
10/14/2023	MOON'S SERVICE CENTER	Automobile Repair Services	Police Department	$66,160.00
10/21/2023	ATLANTA SUSTAINABLE FASHION WEEK	Event Sponsorship Agreement	Arts & Culture	$15,000.00
10/21/2023	HIP HOP FILM FESTIVAL	Event Sponsorship Agreement	Arts & Culture	$25,000.00
10/19/2023	A1 SHREDDING AND RECYCLING	Secure Records Disposal	Information Technology	$60,000.00
10/24/2023	ATLANTA FASHION AND POLO CLASSIC	Event Sponsorship Agreement	Arts & Culture	$15,000.00
10/20/2023	GOOD GENES MANAGEMENT	Event Sponsorship Agreement	Arts & Culture	$7,500.00
10/25/2023	ALEX AND PARTNERS	Event Sponsorship Agreement	Arts & Culture	$25,000.00
10/26/2023	RAGTRADE	Event Sponsorship Agreement	Arts & Culture	$15,000.00
10/27/2023	GRADY HEALTH SYSTEMS	Mobile Wellness Clinic	Senior Services	No Cost
11/17/2023	TRANSPERFECT	Foreign Language Translation Services	Diversity and Civil Rights Compliance	$20,000.00
11/27/2023	SMYRNA POLICE DISTRIBUTORS	Uniforms, Footwear and Duty Gear	Police Department	$99,000.00
11/28/2023	KNOWINK, LLC	Poll Technicians for Nov – Dec Elections	Registration and Elections	$54,000.00
11/29/2023	AVERTEST, LLC DBA AVERHEALTH	Accountability Courts Drug and Alcohol Screen Confirmations	Juvenile Court	$9,862.40
12/1/2023	THE TATTNALL JOURNAL, INC. DBA TATTNALL BALLOT SOLUTIONS	Ballot Printing Services	Registration and Elections	$76,610.00

QUESTIONS

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0949 **Meeting Date:** 12/20/2023

Department
Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Discussion: FY2024 Proposed Budget

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
No action necessary at this time. Floor is open for discussion.

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.)*

Discussion of FY2024 Proposed Budget by the Board of Commissioners.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0950 **Meeting Date:** 12/20/2023

Department
Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of the FY2024 Water and Sewer Budget.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Approve budget to comply with bond provisions

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.)*

In accordance with the provisions of the Water and Sewer Bonds, we are required to approve the Water and Sewer Budget by 12/31 of each year. As such, the FY2024 Water and Sewer Budgets have been submitted for your final approval.

Attached for your approval is the FY2024 Final Budget for the following funds:
Water & Sewer Revenue Fund
Water & Sewer Renewal and Extension Fund

Fund: 201

Fulton County FY2024 Adopted Budget
Water and Sewer Revenue Fund

Adopted
December 20, 2023

	2022 Actual	2023 Adopted Budget	2023 Mid Year Projection	2024 Adopted Budget
REVENUES				
Charges for Services	$ 155,805,345	$ 159,108,915	$ 161,541,193	$ 167,672,000
Total Revenues	$ 155,805,345	$ 159,108,915	$ 161,541,193	$ 167,672,000
EXPENDITURES				
Non Agency	$ 1,753,600	$ 2,500,000	$ 1,763,000	$ 1,898,000
Transfer to Sinking Fund	39,541,791	39,660,000	39,553,938	$ 39,660,000
Transfer to Renewal & Extension	40,449,870	65,000,000	65,000,000	$ 39,761,890
Public Works	66,492,472	72,143,625	59,581,040	$ 76,542,936
Finance	3,450,427	3,818,614	3,564,146	$ 3,973,262
Human Resources	281,000	300,670	278,742	$ 312,214
County Attorney	570,616	726,281	726,281	$ 726,281
Information Technology	863,150	1,205,495	904,985	$ 1,205,986
Total Expenditures	$ 153,402,926	$ 185,354,685	$ 171,372,132	$ 164,080,569
Revenues > Expenditures	$ 2,402,419	$ (26,245,770)	$ (9,830,939)	$ 3,591,431
Retained Earnings - Beginning	$ 41,408,034	$ 43,810,454	$ 43,810,454	$ 33,979,515
Retained Earnings - Ending	$ 43,810,454	$ 17,564,683	$ 33,979,515	$ 37,570,946

Fulton County FY2024 Adopted Budget
Water and Sewer Renewal Fund

	2022 Actual	2023 Amended Budget	2023 Mid Year Projection	2024 Adopted Budget
REVENUES				
Assessments	$ 7,166,450	$ 7,000,000	$ 8,742,250	$ 8,346,300
Transfer from W & S Fund	40,449,870	$ 65,000,000	65,000,000	$ 39,761,890
Total Revenues	$ 47,616,320	$ 72,000,000	$ 73,742,250	$ 48,108,190
EXPENDITURES				
Information Technology	$ 114,772	$ 117,123	$ 117,748	$ 116,039
Public Works	$ 9,551,916	14,831,194	9,259,133	$ 14,553,713
Non Agency	$ 820,000	1,967,298	820,000	$ 870,000
Multi-year Expenditures	$ 32,310,546	94,500,000	40,000,000	$ 90,000,000
Total Expenditures	$ 42,797,234	$ 111,415,615	$ 50,196,881	$ 105,539,752
Revenues > Expenditures	$ 4,819,086	$ (39,415,615)	$ 23,545,369	$ (57,431,562)
Retained Earnings - Beginning	$ 55,113,797	$ 59,932,883	$ 59,932,883	$ 83,478,252
Retained Earnings - Ending	$ 59,932,883	$ 20,517,268	$ 83,478,252	$ 26,046,690
Reserve for CIP	$ 59,932,883	$ 20,517,268	$ 83,478,252	$ 26,046,690

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0894 **Meeting Date:** 12/20/2023

Department
Registration & Elections

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a statewide contract - Registration and Elections, SWC# 99999-001-SPD0000136, Temporary Staffing Services - Clerical & Light in the total amount not to exceed $12,831,466.31 with (A) Abacus Corporation (Morrow, GA) in an amount not to exceed $5,190,476.43; and (B) Dover Staffing, Inc. (Smyrna, GA) in an amount not to exceed $7,640,989.88, to provide temporary staffing services for the Presidential Preference Primary (PPP), Presidential Primary Election and the Presidential Primary Run-off Elections. Effective January 1, 2024, through June 30, 2024. **(HELD ON 12/6/23)**

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Fulton County 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: To provide temporary staffing services for the Presidential Preference Primary (PPP), Presidential Primary Election and the Presidential Primary Run-off Elections.

Scope of Work: The statewide contract will provide supplemental staffing services to prepare and conduct the above-mentioned scheduled elections.

To successfully conduct a county-wide election, the Registration and Elections Department needs to hire approximately **779** workers. The County is not equipped to manage that workload of recruiting and hiring the mass amount. Thus, it is essential to contract these services to a professional recruitment vendor, in order to meet the necessary volume of staff for each election. The Department of Registration and Elections recommends approval of statewide contract to provide temporary staffing services for the Presidential Preference Primary (PPP), Presidential Primary Election and the Presidential Primary Run-off Elections.

	Presidential Preference Primary March 12, 2024	**Presidential Primary Election May 21, 2024**	**Presidential Primary Run-off Election June 18, 2024**	**Total**
Abacus Corporation	**$2,622,660.50**	**$1,914,149.21**	**$653,666.72**	**$5,190,476.43**
Dover Staffing, Inc	**$3,136,586.36**	**$3,056,887.36**	**$1,447,516.16**	**$7,640,989.88**
Total	**$5,759,246.86**	**$4,971,036.57**	**$2,101,182.88**	**$12,831,466.31**

Community Impact: It will have a negative effect on the community, if the voter registration and elections' process is not handled efficiently due to shortage of staff for all areas needed to conduct a countywide election.

Department Recommendation: The Department of Registration and Elections recommends approval.

Project Implications: The approval of statewide contract to provide temporary staffing services will ensure the Department to follow state election laws.

Community Issues/Concerns: Early Voting and Election Day poll locations may not properly staff.

Department Issues/Concerns: Supplemental staff will assist with preparation and conduct of all elections. If the statewide contract is not approved, the Department may not be able to meet state mandated deadlines.

Contract Modification:

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

Total Contract Value: $12,831,466.31

(A)
Contract Value: $5,190,476.43
Prime Vendor: Abacus Corporation
Prime Status: Non-Minority
Location: Morrow, GA

County: **Clayton County**
Prime Value: **$5,190,476.43 or 100.00%**
Subcontractor: **None**

Total Contract Value: **$5,190,476.43 or 100.00%**
Total Certified Value: **$0.00 or 0.00%**

(B)
Contract Value: **$7,640,989.88**
Prime Vendor: **Dover Staffing, Inc.**
Prime Status: **African American Female Business Enterprise**
Location: **Smyrna, GA**
County: **Cobb County**
Prime Value: **$7,640,989.88 or 100.00%**
Subcontractor: **None**

Total Contract Value: **$7,640,989.88 or 100.00%**
Total Certified Value: **$7,640,989.88 or 100.00%**

Grand Contract Value: **$12,831,466.31 or 100.00%**
Grand Certified Value: **$7,640,989.88 or 59.55%**

Exhibits Attached:

Exhibit 1: Statewide Contracts
Exhibit 2: Bid Pricing Sheet

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:	$12,831,466.31
TOTAL:	$12,831,466.31

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:

100-265-2656-1160: General, Registration & Elections, Professional Services - $ $5,759,246.86 **(pending 2024 budget approval)**

Funding Line 2:

100-265-2654-1160: Elections, Registration & Elections, Professional Services - $4,971,036.57 **(pending 2024 budget approval)**

Funding Line 3:

100-265-2655-1160: General, Registration & Elections, Professional Services - $2,101,182.88 **(pending 2024 budget approval)**

Key Contract Terms	
Start Date: 1/1/2024	**End Date:** 6/30/2024
Cost Adjustment:	**Renewal/Extension Terms**:

Statewide Information Sheet

Statewide Contract Number	99999-SPD0000136-0006	**NIGP Code**	96269 (Please see additional NIGP Codes referenced)
Name of Contract	Temporary Staffing Services **PLEASE NOTE UPDATE 7/1/2021		
Effective Date	**July 01, 2017**	**Expiration Date**	**June 30, 2024**

Contract Table of Contents

Vendors Awarded	**9**	**Contract Information**	**MANDATORY CONTRACT**

Contract Information for Vendor	Page Number
Abacus Corporation	2-3
Regional Map	4-5
Contract Renewals/Extensions/changes	6
Contact Information	7

Vendor Information Sheet

Contract Information	
Statewide Contract Number	99999-SPD0000136-0006
PeopleSoft Vendor Number	0000169020
Vendor Name & Address	
ABACUS CORPORATION – Corporate Headquarters 610 Gusryan Street Baltimore, MD 21224	
Contract Administrator	
Drew L. D'Avanzo dd@abacuscorporation.com Telephone: 410-252-2400 x 206 Fax: 410-633-1976 Mobile: 410-608-9654 http://www.abacuscorporation.com/	
Contact Details	
Ordering Information	Submitted via telephone and/or email using the preferred list below: Drew Davanzo – 410-608-9654 dd@abacuscorporation.com
Remitting Information	Abacus Corporation P.O. Box 37766 Baltimore, MD 21297-3766
Delivery Days	N/A
Discounts	N/A
Payment Terms	Net 30 Days

Vendor Information Sheet

Bid Offer includes	State and Local Government
Acceptable payment method	Vendor will accept Purchase Orders and the Purchasing Card under this contract as permitted by current policies governing the Purchasing Card program.

Regional Map

Regional Map - SWC Temporary Staffing Services - Administrative, Professional, Light Industrial & Healthcare

Region 1: 25 Counties / 8,261 Square Miles - Bartow (459.5), Butts (184.4), Carroll (499.1), Catoosa (162.2), Chattooga (313.3), Coweta (440.9), Dade(174.0), Fannin (389.7), Floyd (509.9), Gilmer (426.5), Gordon (355.8), Haralson (282.2), Heard (296.0), Lamar (183.5), Meriwether (501.2), Murray (344.5), Paulding (312.2), Pickens (232.1), Pike (216.1), Polk (310.3), Spalding (196.5), Troup (414.0), Upson (323.4), Walker (446.4), Whitfield (290.5)

Region 2: 39 Counties / 14,005 Square Miles - Banks (232.1), Barrow (160.3), Burke (827.0), Clarke (119.2), Columbia (290.1), Dawson (210.8), Elbert (351.1), Forsyth (224.0), Franklin (261.5), Glascock (143.7), Greene (387.4), Habersham (276.7), Hall (392.8), Hancock (471.8), Hart (232.4), Jackson (339.7), Jasper (368.2), Jefferson (526.5), Jenkins (347.3), Lincoln (210.4), Lumpkin (282.9), Madison (282.3), McDuffie (257.5), Morgan (347.4), Newton (272.2), Oconee (184.3), Oglethorpe (439.0), Rabun (370.0), Richmond (324.3), Screven (645.1), Stephens (179.1), Taliaferro (194.6), Towns (166.6), Union (321.9), Walton (325.7), Warren (284.3), Washington (678), White (241.3), Wilkes (447)

Region 3: 10 Counties / 2,974 Square Miles - Cherokee (421.7), Clayton (141.6), Cobb (339.6), DeKalb (267.6), Douglas (200.1), Fayette (194.3), Fulton (526.6), Gwinnett (430.4), Henry (322.1), Rockdale (129.8)

Region 4: 41 Counties / 14,664 Square Miles - Baker (341.9), Baldwin (257.8), Bibb (249.8), Calhoun (280.4), Chattahoochee (248.7), Clay (195.4), Colquitt (544.2), Crawford (324.9), Crisp (272.6), Decatur (597.1), Dooly (391.9), Dougherty (328.7), Early (512.6), Grady (454.5), Harris (463.9), Houston (375.5), Jones (393.9), Lee (355.8), Macon (400.6), Marion (366.0), Miller (282.4), Mitchell (512.1), Monroe (395.7), Muscogee (216.4), Peach (150.3), Pulaski (249.0), Putnam (344.6), Quitman (151.2), Randolph (428.2), Schley (166.9), Seminole (235.2), Stewart (458.7), Sumter (482.7), Talbot (391.4), Taylor (376.7), Terrell (335.4), Thomas (544.6), Twiggs (358.4), Webster (209.1), Wilkinson (447.3), Worth (570.7)

Region 5: 44 Counties / 18,976 Square Miles – Appling (507.1), Atkinson (339.4), Bacon (258.6), Ben Hill (250.1), Berrien (451.9), Bleckley (215.9), Brantley (442.4), Brooks (493.1), Bryan (436.0), Bulloch (672.8), Camden (613.0), Candler (243.0), Charlton (773.6), Chatham (426.4), Clinch (800.2), Coffee (575.1), Cook (227.2), Dodge (495.9), Echols (414.9), Effingham (447.7), Emanuel (680.6), Evans (182.9), Glynn (419.8), Irwin (354.3), Jeff Davis (330.7), Johnson (303.0), Lanier (185.3), Laurens (807.3), Liberty (489.8), Long (400.3), Lowndes (496.1), McIntosh (424.3), Montgomery (239.5), Pierce (316.5), Tattnall (479.4), Telfair (437.3), Tift (258.9), Toombs (364.0), Treutlen (199.4), Turner (285.4), Ware (892.5), Wayne (641.8), Wheeler (295.5), Wilcox (377.7)

Changes/Renewals/Extensions

Initial Term

Initial term of contract is July 1, 2017 to June 30, 2019 with three (3) one (1) year renewal options.

Amendment 1, Renewal #1
Expires 6/30/20

Amendment 2, Renewal #2 July 1, 2020 - June 30, 2021

Amendment 3, Renewal #3 July 1, 2021 - June 30, 2022

Amendment 4, Extension #1 July 1, 2022 - June 30, 2023

Amendment 5, Extension #2 July 1, 2023 - June 30, 2024

UPDATE:
EFFECTIVE DATE: 7/1/2021

Where the State agency seeks to change the status of an administrative temporary staffing resource, acquired under this Statewide contract, from temporary to permanent status, the following method shall be used to determine any applicable conversion fees due to the Statewide Contract supplier:

CONVERSION FEE: If prior to completing 520 hours of a work assignment,
the contractor will convert to a full-time role, using a fee equal to 160 hours of the rate of pay.

Step 1: The temporary resource meets the administrative temporary staffing conversion requirements
Step 2: Please contact the Statewide Contract Supplier Contract Manager to complete the resource conversion fee process

Affordable Care Act Fee:
Contractor acknowledges the State's intent to take advantage of the Safe Harbor provision relevant to third-party employment arrangements between Applicable Large Employers and temporary staffing firms in compliance with the Code, rules, regulations and other official guidance, under which an offer of coverage by the temporary staffing firm is deemed an offer of healthcare coverage by User Agencies. Contractor further acknowledges that the fees a User Agency pays to Contractor include an additional fee attributable to those individuals with MEC. This additional fee shall be $ 2.00 per Contractor's Employee per month of MEC, as indicated in Contractor's cost proposal as ACA Safe Harbor Provision Fee", and shall be designated "ACA Compliance Charge" (or similar) on Contractor's invoice. The ACA Compliance Charge may appear as an aggregate total in the last weekly invoice of the month. Each of Contractor's last weekly invoices to a User Agency shall identify the number of Contractor's Employees who provided services to the User Agency during any portion of the month, and separately identify the number of Contractor's Employees with MEC, if different. The invoice shall not designate Contractor's Employees subject to the ACA Compliance Charge by name. Any last weekly invoice of the month that does not reflect an additional fee as an ACA Compliance Charge shall constitute a representation that either none of Contractor's Employees were eligible for MEC or none were enrolled in Contractor's MEC plan

CONTRACT AMENDMENT # 8
EXTENSION # 2

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	ABACUS CORPORATION
Contract No.:	99999-001-SPD0000136-0006
Solicitation Title/Event Name:	Temporary Staffing Services
Contract Award Date:	July 1, 2017
Current Contract Term:	July 1, 2022 – June 30, 2023

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to extend for an additional term of twelve months, to establish the pricing schedule for this statewide contract and to modify the insurance requirements.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	July 1, 2023
End Date of New Contract Term:	June 30, 2024

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.

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2. **SUCCESSORS AND ASSIGNS**. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services, during the term of this Extension, the new contract shall supersede this Extension.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Abacus Corporation
Authorized Signature:	
Printed Name and Title of Person Signing:	Michael P. Bussey
Date:	4-11-2023
Company Address:	610 Gusryan Street Baltimore, MD 21224

STATE ENTITY

Authorized Signature:	Jim Barnaby
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commissioner State Purchasing Division
Date:	5/10/2023
Company Address:	200 Piedmont Avenue, S.E., Suite 1302, West Tower Atlanta, Georgia 30334-9010

TAX COMPLIANCE

INSTRUCTIONS TO SUPPLIERS
Please complete the following information:

- Supplier's Name: **Abacus Corporation**
- Physical Location Address: 610 Gusryan Street, Baltimore, MD 21224
- Federal Identification Number (FEI): 52-0554932
- Have you ever been registered with Georgia Department of Revenue? yes
- If so, please provide the following information, if applicable:
  - State Taxpayer Identification Number (STI): 20016066033
  - Sales and Use Tax Number: n/a
  - Withholding Tax Number: 2227975-J
- What type of service will you perform? Staffing Services
- Will you sell any tangible personal property or goods? No
- Supplier's Affiliate's Name: n/a
  - FEI:
  - STI:
  - Sales and Use Tax Number:
  - Withholding Tax Number:

  If there is more than one affiliate, please attach a separate sheet listing the information above.
- Person responsible for handling supplier's tax issues (such as the CFO, the company tax officer, etc.):
  - Name: David Hausner
  - Telephone Number: 410-633-1900, x252
  - E-mail Address: dhausner@abacuscorporation.com

NOTICE TO SUPPLIER:
In the event the supplier is considered for contract award, the information provided in the form will be submitted by the State Entity to the Georgia Department of Revenue ("DOR") for a determination as to whether the supplier is a "prohibited source" (as defined by O.C.G.A. §50-5-82) or whether there are any other outstanding tax issues. MISSING, INCOMPLETE, OR ERRONEOUS DATA MAY DELAY OR PROHIBIT VERIFICATION OF YOUR ELIGIBILITY FOR CONTRACT AWARD. NO PROHIBITED SOURCE MAY RECEIVE CONTRACT AWARD; THEREFORE, YOU ARE STRONGLY ENCOURAGED TO CHECK YOUR TAX STATUS NOW AND RESOLVE ANY OUTSTANDING TAX LIABILITIES AND/OR MISSING TAX RETURNS.

STATE ENTITY: Please submit this form via email to DOR at compliance-state-con@dor.ga.gov for processing in accordance with the *Georgia Procurement Manual*.

Statewide Information Sheet

Statewide Contract Number	99999-SPD0000136-0007	**NIGP Code**	96269 (Please see additional NIGP Codes referenced)
Name of Contract	Temporary Staffing Services **PLEASE NOTE UPDATE 7/1/2021		
Effective Date	**July 01, 2017**	**Expiration Date**	**June 30, 2024**
Contract Table of Contents			
Vendors Awarded	**9**	**Contract Information**	**MANDATORY CONTRACT**

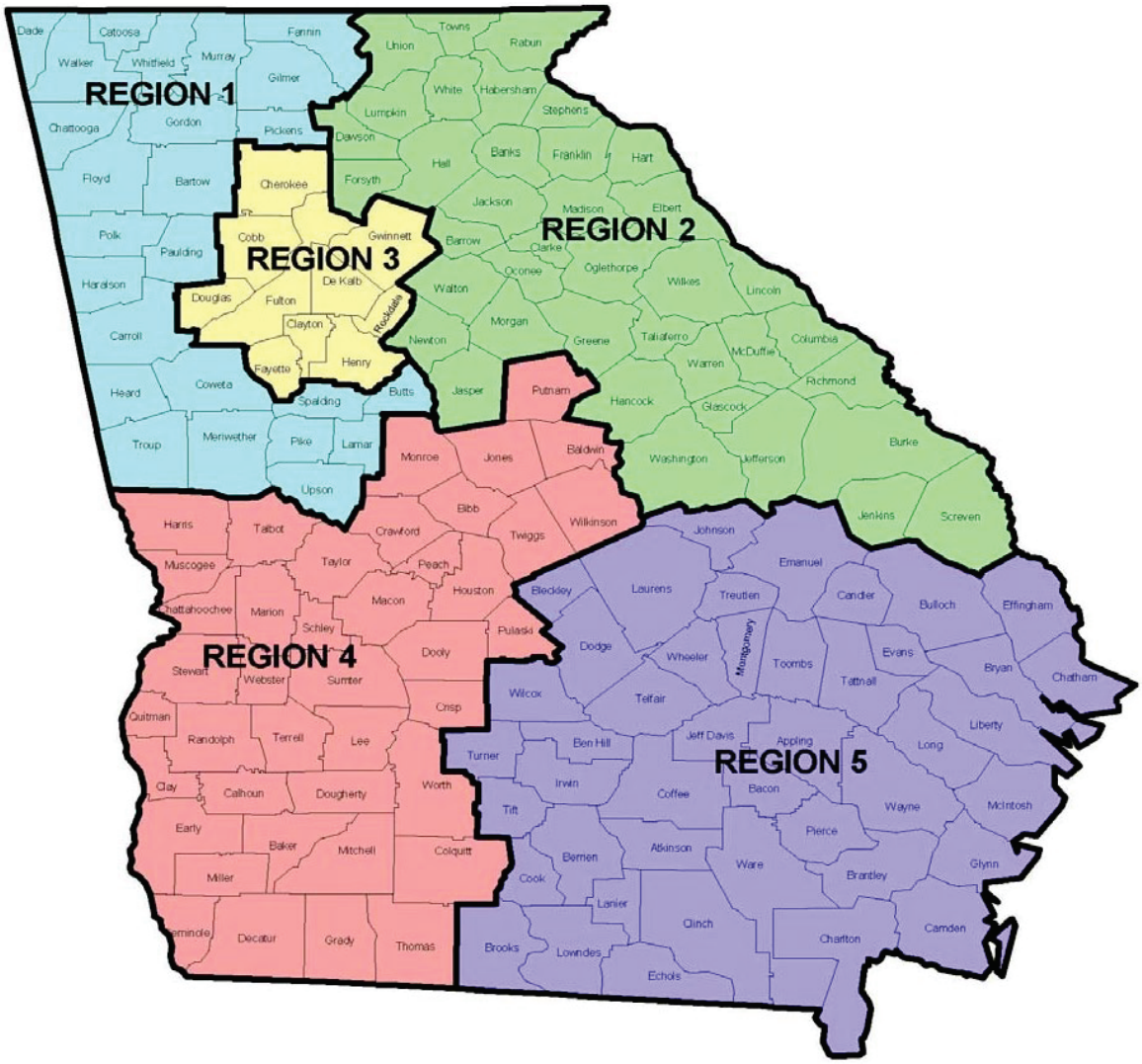
Contract Information for Vendor	Page Number
Dover Staffing, Inc.	2
Price List/Regional Map	3-4
Contract Renewals/Extensions/Changes	5
Contact Information	6

Vendor Information Sheet

Contract Information	
Statewide Contract Number	99999-SPD0000136-0007
PeopleSoft Vendor Number	0000143152
Vendor Name & Address	
Dover Staffing, Inc. 2451 Cumberland Pkwy SE - Suite 3418 Atlanta, Georgia 30339	
Contract Administrator	
Sanquinetta Dover (Primary Contact) sdover@doverstaffing.com Telephone: 404-259-9522 Fax: 770-434-3345 http://www.doverstaffing.com/	Secondary Contact Renzie Richardson rrichardson@doversolutions.com Telephone: 404-819-9549 Fax: 770-434-3345
Contact Details	
Ordering Information	Complete Client Job Order Form and Fax (770) 434-334 or email to sbrown@doverstaffing.com
Remitting Information	2451 Cumberland Parkway Suite 3418 Atlanta, GA 30339
Delivery Days	N/A
Discounts	N/A
Payment Terms	Net 30 Days
Bid Offer includes	State and Local Government
Acceptable payment method	Vendor will accept Purchase Orders and the Purchasing Card under this contract as permitted by current policies governing the Purchasing Card program.

Regional Map

Regional Map - SWC Temporary Staffing Services - Administrative, Professional, Light Industrial & Healthcare



Region 1: 25 Counties / 8,261 Square Miles - Bartow (459.5), Butts (184.4), Carroll (499.1), Catoosa (162.2), Chattooga (313.3), Coweta (440.9), Dade(174.0), Fannin (389.7), Floyd (509.9), Gilmer (426.5), Gordon (355.8), Haralson (282.2), Heard (296.0), Lamar (183.5), Meriwether (501.2), Murray (344.5), Paulding (312.2), Pickens (232.1), Pike (216.1), Polk (310.3), Spalding (196.5), Troup (414.0), Upson (323.4), Walker (446.4), Whitfield (290.5)

Region 2: 39 Counties / 14,005 Square Miles - Banks (232.1), Barrow (160.3), Burke (827.0), Clarke (119.2), Columbia (290.1), Dawson (210.8), Elbert (351.1), Forsyth (224.0), Franklin (261.5), Glascock (143.7), Greene (387.4), Habersham (276.7), Hall (392.8), Hancock (471.8), Hart (232.4), Jackson (339.7), Jasper (368.2), Jefferson (526.5), Jenkins (347.3), Lincoln (210.4), Lumpkin (282.9), Madison (282.3), McDuffie (257.5), Morgan (347.4), Newton (272.2), Oconee (184.3), Oglethorpe (439.0), Rabun (370.0), Richmond (324.3), Screven (645.1), Stephens (179.1), Taliaferro (194.6), Towns (166.6), Union (321.9), Walton (325.7), Warren (284.3), Washington (678), White (241.3), Wilkes (447)

Region 3: 10 Counties / 2,974 Square Miles - Cherokee (421.7), Clayton (141.6), Cobb (339.6), DeKalb (267.6), Douglas (200.1), Fayette (194.3), Fulton (526.6), Gwinnett (430.4), Henry (322.1), Rockdale (129.8)

Region 4: 41 Counties / 14,664 Square Miles - Baker (341.9), Baldwin (257.8), Bibb (249.8), Calhoun (280.4), Chattahoochee (248.7), Clay (195.4), Colquitt (544.2), Crawford (324.9), Crisp (272.6), Decatur (597.1), Dooly (391.9), Dougherty (328.7), Early (512.6), Grady (454.5), Harris (463.9), Houston (375.5), Jones (393.9), Lee (355.8), Macon (400.6), Marion (366.0), Miller (282.4), Mitchell (512.1), Monroe (395.7), Muscogee (216.4), Peach (150.3), Pulaski (249.0), Putnam (344.6), Quitman (151.2), Randolph (428.2), Schley (166.9), Seminole (235.2), Stewart (458.7), Sumter (482.7), Talbot (391.4), Taylor (376.7), Terrell (335.4), Thomas (544.6), Twiggs (358.4), Webster (209.1), Wilkinson (447.3), Worth (570.7)

Region 5: 44 Counties / 18,976 Square Miles – Appling (507.1), Atkinson (339.4), Bacon (258.6), Ben Hill (250.1), Berrien (451.9), Bleckley (215.9), Brantley (442.4), Brooks (493.1), Bryan (436.0), Bulloch (672.8), Camden (613.0), Candler (243.0), Charlton (773.6), Chatham (426.4), Clinch (800.2), Coffee (575.1), Cook (227.2), Dodge (495.9), Echols (414.9), Effingham (447.7), Emanuel (680.6), Evans (182.9), Glynn (419.8), Irwin (354.3), Jeff Davis (330.7), Johnson (303.0), Lanier (185.3), Laurens (807.3), Liberty (489.8), Long (400.3), Lowndes (496.1), McIntosh (424.3), Montgomery (239.5), Pierce (316.5), Tattnall (479.4), Telfair (437.3), Tift (258.9), Toombs (364.0), Treutlen (199.4), Turner (285.4), Ware (892.5), Wayne (641.8), Wheeler (295.5), Wilcox (377.7)

Changes/Renewals/Extensions

Initial Term

Initial term of contract is July 1, 2017 to June 30, 2019 with three (3) one (1) year renewal options.

Amendment 1, Renewal 1

July 1, 2019 to June 30, 2020

Amendment 2, Renewal 2

July 1, 2020 to June 30, 2021

Renewal #3 July 1, 2021 - June 30, 2022

UPDATE:
EFFECTIVE DATE: 7/1/2021

Where the State agency seeks to change the status of an administrative temporary staffing resource, acquired under this Statewide contract, from temporary to permanent status, the following method shall be used to determine any applicable conversion fees due to the Statewide Contract supplier:

CONVERSION FEE: If prior to completing 520 hours of a work assignment,
the contractor will convert to a full-time role, using a fee equal to 160 hours of the rate of pay.

Step 1: The temporary resource meets the administrative temporary staffing conversion requirements
Step 2: Please contact the Statewide Contract Supplier Contract Manager to complete the resource conversion fee process

Affordable Care ACT Fee:
Contractor acknowledges the State's intent to take advantage of the Safe Harbor provision relevant to third-party employment arrangements between Applicable Large Employers and temporary staffing firms in compliance with the Code, rules, regulations and other official guidance, under which an offer of coverage by the temporary staffing firm is deemed an offer of healthcare coverage by User Agencies. Contractor further acknowledges that the fees a User Agency pays to Contractor include an additional fee attributable to those individuals with MEC. This additional fee shall be $ 2.00 per Contractor's Employee per month of MEC, as indicated in Contractor's cost proposal as ACA Safe Harbor Provision Fee", and shall be designated "ACA Compliance Charge" (or similar) on Contractor's invoice. The ACA Compliance Charge may appear as an aggregate total in the last weekly invoice of the month. Each of Contractor's last weekly invoices to a User Agency shall identify the number of Contractor's Employees who provided services to the User Agency during any portion of the month, and separately identify the number of Contractor's Employees with MEC, if different.

*** See Team Georgia Marketplace (Click Open Summary) for current Contract Management Specialist contact information.**

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CONTRACT AMENDMENT # 7
EXTENSION # 1

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	DOVER STAFFING INC.
Contract No.:	99999-001-SPD0000136-0007
Solicitation Title/Event Name:	Temporary Staffing Services
Contract Award Date:	July 1, 2017
Current Contract Term:	July 1, 2021 – June 30, 2022

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to extend for an additional term of twelve months, to establish the pricing schedule for this statewide contract and to modify the insurance requirements.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	July 1, 2022
End Date of New Contract Term:	June 30, 2023

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.

2. **PRICING.** The parties hereby agree that the pricing schedule for this statewide contract will be as stated in Attachment A, which is hereby incorporated into this statewide contract by reference.

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Pricing is hereby established for each Job Classification (Administrative Staffing, Healthcare Staffing, Industrial Staffing, Professional Staffing, Other Staffing and Related Services), the Job Titles within each Job Classification.

The Bill Rate for each Job Title (position) shown on the Pricing Schedule shall be computed as follows:

Hourly Rate x Contract Markup Percent (%) = **Bill Rate**

(Hourly Rate may not exceed the Hourly Rate Shown on Pricing Schedule Attachment A)

3. **New Job Title Requirements:** New Job Titles (positions) not identified in the pricing schedule (Attachment A), will be added as follows:

   - The new Job Title, Hourly Rate and Contract Markup Percent (%), will be added under the appropriate Job Classification (Administrative Staffing, Healthcare Staffing, Industrial Staffing, Professional Staffing, Other Staffing and Related Services).
   - The new Job Title will be identified as "New Position" and reported on the Quarterly Sales Report, along with the "Region" within which the new position is offered.
   - The contract markup percent rates will remain unchanged.

4. **Standard Insurance Requirements:** The Standard Insurance Requirements in Section 3.6 of the eRFP are hereby deleted and replaced with the following Insurance Coverage Requirements:

   Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Supplier qualifies to pay its own workers compensation claims.) In addition, the Supplier shall require all subcontractors occupying the premises or performing work under the statewide contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

   Bodily injury by accident - per employee $100,000
   Bodily injury by disease - per employee $100,000
   Bodily injury by disease – policy limit $500,000

   Commercial General Liability; $1M/$2M

   Auto Liability; $1M/$2M

   Professional Liability Insurance/E&O (specify **medical malpractice included** when contractor is providing temps who are medical care providers) $3M

   Umbrella Coverage; $2M

   Crime/Fidelity; $1M

   Cyber $1M

5. **SUCCESSORS AND ASSIGNS**. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

6. **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

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prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services, during the term of this Extension, the new contract shall supersede this Extension.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	DoverStaffing, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	Sanguinetta Dover, President & CEO
Date:	June 17, 2022
Company Address:	2451 Cumberland Parkway Suite 3418 Atlanta, GA 30339

STATE ENTITY

Authorized Signature:	Jim Barnaby
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commissioner State Purchasing Division
Date:	6/29/2022
Company Address:	200 Piedmont Avenue, S.E., Suite 1302, West Tower Atlanta, Georgia 30334-9010

Attachment A

PRICING SCHEDULE - Effective July 1, 2023
Statewide Contract for Administrative Temporary Staffing Services
Statewide Contract Number 99999-001-SPD0000136-0007
DOVER STAFFING INC.

Classification	Job Title	Hourly Rate	Markup %	Markup $	Position Bill Rate (Per Hour)
Administrative Staffing	Absentee Specalist	$20.00	34.00%	$6.80	$26.80
Administrative Staffing	Administrative Assistant - I	$18.25	34.00%	$6.21	$24.46
Administrative Staffing	Administrative Assistant - II	$20.10	34.00%	$6.83	$26.93
Administrative Staffing	Administrative Assistant -III	$21.63	34.00%	$7.35	$28.98
Administrative Staffing	Administrative Personnel	$40.00	34.00%	$13.60	$53.60
Administrative Staffing	Advance Voting - Clerk	$17.00	34.00%	$5.78	$22.78
Administrative Staffing	Bilingual Customer Service Rep I	$20.00	34.00%	$6.80	$26.80
Administrative Staffing	Bilingual Customer Service Rep II	$21.00	34.00%	$7.14	$28.14
Administrative Staffing	Bilingual Customer Service Rep Supervisor	$22.00	34.00%	$7.48	$29.48
Administrative Staffing	Call Center Q/A Auditor	$18.00	34.00%	$6.12	$24.12
Administrative Staffing	Call Centr Q/A Auditor Bilingual	$21.00	34.00%	$7.14	$28.14
Administrative Staffing	Contact Center Customer Service Agent	$18.00	34.00%	$6.12	$24.12
Administrative Staffing	Customer Service Representative I	$17.00	34.00%	$5.78	$22.78
Administrative Staffing	Customer Service Representative II	$18.50	34.00%	$6.29	$24.79
Administrative Staffing	Customer Service Representative Supervisor	$21.00	34.00%	$7.14	$28.14
Administrative Staffing	Data Entry Specialist	$21.10	34.00%	$7.17	$28.27
Administrative Staffing	Data Entry Specialist Clerk	$18.00	34.00%	$6.12	$24.12
Administrative Staffing	Education Certification Clerk	$17.70	34.00%	$6.02	$23.72
Administrative Staffing	Eligibility Specialist	$18.00	34.00%	$6.12	$24.12
Administrative Staffing	Event Coordinator	$27.40	34.00%	$9.32	$36.72
Administrative Staffing	Executive Assistant I	$36.00	34.00%	$12.24	$48.24
Administrative Staffing	Executive Assistant II	$36.00	34.00%	$12.24	$48.24
Administrative Staffing	Fatherhood Agent	$18.50	34.00%	$6.29	$24.79
Administrative Staffing	File Clerk	$16.50	34.00%	$5.61	$22.11
Administrative Staffing	Front Desk Receptionist Assistant	$17.00	34.00%	$5.78	$22.78
Administrative Staffing	Fullfillment Clerk	$16.39	34.00%	$5.57	$21.96
Administrative Staffing	Help Desk Analyst	$26.50	34.00%	$9.01	$35.51
Administrative Staffing	Job Order Specialist	$21.20	34.00%	$7.21	$28.41
Administrative Staffing	Lead Program Manager	$49.00	34.00%	$16.66	$65.66
Administrative Staffing	Lead Receptionist - Admin Support	$18.25	34.00%	$6.21	$24.46
Administrative Staffing	Marketing Admin Support	$21.57	34.00%	$7.33	$28.90
Administrative Staffing	Office Manager	$23.10	34.00%	$7.85	$30.95
Administrative Staffing	Office Technician (MOUS)	$19.85	34.00%	$6.75	$26.60
Administrative Staffing	Payment Processing Clerk	$17.00	34.00%	$5.78	$22.78

Administrative Staffing	Program Manager	$37.00	34.00%	$12.58	$49.58
Administrative Staffing	QA/QC Clerk	$19.00	34.00%	$6.46	$25.46
Administrative Staffing	Retention	$19.50	34.00%	$6.63	$26.13
Administrative Staffing	Scholarship Administration Specialist - Remote	$20.00	34.00%	$6.80	$26.80
Administrative Staffing	Senior Call Center Rep	$25.09	34.00%	$8.53	$33.62
Administrative Staffing	Senior Executive Assistant	$43.00	34.00%	$14.62	$57.62
Administrative Staffing	Senior Help Desk Analyst	$34.00	34.00%	$11.56	$45.56
Administrative Staffing	Sr. Marketing Admin Support	$32.00	34.00%	$10.88	$42.88
Administrative Staffing	Sr. Receptionist - Admin Support	$22.60	34.00%	$7.68	$30.28
Administrative Staffing	Temporary Transition Housing Coordinator	$22.78	34.00%	$7.75	$30.53
Administrative Staffing	Training Specialist	$17.00	34.00%	$5.78	$22.78
Administrative Staffing	Training Specialist I	$22.00	34.00%	$7.48	$29.48
Healthcare Staffing	Medical Assistant (CMA)	$18.80	38.00%	$7.14	$25.94
Healthcare Staffing	Medical Assistant Cetrtified	$17.30	38.00%	$6.57	$23.87
Healthcare Staffing	Medical Assistant Registered	$32.70	38.00%	$12.43	$45.13
Healthcare Staffing	Medical Records Technician	$18.00	38.00%	$6.84	$24.84
Healthcare Staffing	Medical Records Technician EMT	$19.70	38.00%	$7.49	$27.19
Healthcare Staffing	Medical Records Technician I	$16.25	38.00%	$6.18	$22.43
Healthcare Staffing	Pharmacy Tech Certified	$17.30	38.00%	$6.57	$23.87
Healthcare Staffing	Pharmacy Tech I	$16.80	38.00%	$6.38	$23.18
Healthcare Staffing / Applied Science	Lab Technician II	$22.11	38.00%	$8.40	$30.51
Healthcare Staffing / Applied Science	Lab Technologist	$30.00	38.00%	$11.40	$41.40
Healthcare Staffingn / Applied Science	Lab Technician I	$19.70	38.00%	$7.49	$27.19
Healthcare Staffing	Clinical Nurse	$75.00	38.00%	$25.50	$100.50
Healthcare Staffing	Communicable Disease Specialist	$15.00	38.00%	$5.10	$20.10
Healthcare Staffing	Social Services Case Manager	$32.00	38.00%	$12.16	$44.16
Healthcare Staffing	Sr. Social Service Case Manager	$44.00	38.00%	$16.72	$60.72
Healthcare Staffing	Sr. Social Service Case Specialist	$35.00	38.00%	$13.30	$48.30
Industrial Staffing	AGRA Farm Hand	$20.00	38.00%	$7.60	$27.60
Industrial Staffing	Food Service Cook	$18.00	38.00%	$6.84	$24.84
Industrial Staffing	General Laborer I	$16.75	38.00%	$6.37	$23.12
Industrial Staffing	General Laborer II	$17.25	38.00%	$6.56	$23.81
Industrial Staffing	Groundskeeper	$16.00	38.00%	$6.08	$22.08
Industrial Staffing	Groundskeeper Maintenance	$17.40	38.00%	$6.61	$24.01
Industrial Staffing	Lock Smith	$25.00	38.00%	$9.50	$34.50
Industrial Staffing	CDL Drivers	$35.00	38.00%	$13.30	$48.30
Industrial Staffing	Courier - Fleet Coordinator Mail Room	$22.00	38.00%	$8.36	$30.36
Industrial Staffing	Custodian	$16.50	38.00%	$6.27	$22.77
Industrial Staffing	Custodian Lead	$19.00	38.00%	$7.22	$26.22
Industrial Staffing	Custodian Supervisor	$22.00	38.00%	$8.36	$30.36
Industrial Staffing	Driver Coordinator	$31.25	38.00%	$11.88	$43.13
Industrial Staffing	Drivers-Non CDL	$26.44	38.00%	$10.05	$36.49
Industrial Staffing	Event Laborer	$15.00	38.00%	$5.70	$20.70
Industrial Staffing	Food Service Worker	$16.00	38.00%	$6.08	$22.08
Industrial Staffing	Housekeeper	$15.00	38.00%	$5.70	$20.70

Industrial Staffing	Lock Smith Apprentice	$21.00	38.00%	$7.98	$28.98
Industrial Staffing	Mail Clerk	$17.75	38.00%	$6.75	$24.50
Industrial Staffing	Maintenance Technican	$18.00	38.00%	$6.84	$24.84
Industrial Staffing	Records and Document Specialist	$18.30	38.00%	$6.95	$25.25
Industrial Staffing	Recycling Specialist	$18.75	38.00%	$7.13	$25.88
Industrial Staffing	Security Guard - Armed	$20.75	38.00%	$7.89	$28.64
Industrial Staffing	Security Guard - Unarmed	$17.00	38.00%	$6.46	$23.46
Industrial Staffing	Shipping and Receiving Clerk	$17.00	38.00%	$6.46	$23.46
Industrial Staffing	Warehouse Stocker	$17.00	38.00%	$6.46	$23.46
Professional Staffing	Analyst Business	$43.90	34.00%	$14.93	$58.83
Professional Staffing	Analyst Data	$33.31	34.00%	$11.33	$44.64
Professional Staffing	Analyst I Marketing	$30.89	34.00%	$10.50	$41.39
Professional Staffing	Benefists Specialist Manager	$43.39	34.00%	$14.75	$58.14
Professional Staffing	Benefits Specialist Coordinator	$25.30	34.00%	$8.60	$33.90
Professional Staffing	Benefits Specialist I	$20.41	34.00%	$6.94	$27.35
Professional Staffing	Civil Engineer II	$26.54	34.00%	$9.02	$35.56
Professional Staffing	Civil Engineer III	$29.50	34.00%	$10.03	$39.53
Professional Staffing	Consultant I	$40.24	34.00%	$13.68	$53.92
Professional Staffing	Consultant III-Principal	$62.01	34.00%	$21.08	$83.09
Professional Staffing	Consultant Senior	$48.07	34.00%	$16.34	$64.41
Professional Staffing	Contract Administrator I	$31.11	34.00%	$10.58	$41.69
Professional Staffing	Contract Administrator II	$32.89	34.00%	$11.18	$44.07
Professional Staffing	Contract Administrator III	$33.65	34.00%	$11.44	$45.09
Professional Staffing	Counselor Camp	$15.75	34.00%	$5.36	$21.11
Professional Staffing	Counselor Financial	$40.11	34.00%	$13.64	$53.75
Professional Staffing	Counselor Mental	$27.01	34.00%	$9.18	$36.19
Professional Staffing	Legal Assistant I	$21.37	34.00%	$7.27	$28.64
Professional Staffing	Legal Assistant II - Adm. Asst	$22.52	34.00%	$7.66	$30.18
Professional Staffing	Legal Assistant III - Paralegal	$23.85	34.00%	$8.11	$31.96
Professional Staffing	Marketing Specialist Digital	$31.53	34.00%	$10.72	$42.25
Professional Staffing	Marketing Specialist I	$27.65	34.00%	$9.40	$37.05
Professional Staffing	Marketing Specialist Senior	$35.21	34.00%	$11.97	$47.18
Professional Staffing	Paralegal I	$22.52	34.00%	$7.66	$30.18
Professional Staffing	Paralegal II	$23.85	34.00%	$8.11	$31.96
Professional Staffing	Program Coordinator I	$24.44	34.00%	$8.31	$32.75
Professional Staffing	Program Coordinator III - Corp	$26.20	34.00%	$8.91	$35.11
Professional Staffing	Program Coordinator II-Senior	$25.24	34.00%	$8.58	$33.82
Professional Staffing	Project Manager Assistant	$30.75	34.00%	$10.46	$41.21
Professional Staffing	Project Manager Lead	$40.00	34.00%	$13.60	$53.60
Professional Staffing	Project Manager Technical	$50.50	34.00%	$17.17	$67.67
Professional Staffing	Service Specialist Corrections Officer	$19.32	34.00%	$6.57	$25.89
Professional Staffing	Service Specialist Sr. Correections Officer	$24.53	34.00%	$8.34	$32.87
Professional Staffing	Service Specialist Corrections Officer II	$22.11	34.00%	$7.52	$29.63
Professional Staffing	Supervisor I - Shift	$17.83	34.00%	$6.06	$23.89
Professional Staffing	Supervisor II	$29.50	34.00%	$10.03	$39.53

Professional Staffing	Accountant I	$30.00	34.00%	$10.20	$40.20
Professional Staffing	Administration	$30.00	34.00%	$10.20	$40.20
Professional Staffing	Budget Analyst	$38.40	34.00%	$13.06	$51.46
Professional Staffing	Business Analyst	$40.00	34.00%	$13.60	$53.60
Professional Staffing	Engineer	$75.00	34.00%	$25.50	$100.50
Professional Staffing	Event Manager	$35.00	34.00%	$11.90	$46.90
Professional Staffing	Finance Operations Clerk	$18.00	34.00%	$6.12	$24.12
Professional Staffing	Financial Operations Generalist	$21.00	34.00%	$7.14	$28.14
Professional Staffing	General Ledgar Accountant	$37.00	34.00%	$12.58	$49.58
Professional Staffing	Graphic Designer	$35.00	34.00%	$11.90	$46.90
Professional Staffing	Instructional Designer	$40.00	34.00%	$13.60	$53.60
Professional Staffing	Interpreter	$27.50	34.00%	$9.35	$36.85
Professional Staffing	IT Project Manager	$50.00	34.00%	$17.00	$67.00
Professional Staffing	Quality Assurance	$65.00	34.00%	$22.10	$87.10
Professional Staffing	Rental Assistance Processor	$26.25	34.00%	$8.93	$35.18
Professional Staffing	Senior Technician	$65.00	34.00%	$22.10	$87.10
Professional Staffing	Sr. Accountant	$40.00	34.00%	$13.60	$53.60
Professional Staffing	Sr. Procurement Specialist	$28.00	34.00%	$9.52	$37.52
Professional Staffing	Technical Instructor	$78.00	34.00%	$26.52	$104.52
Professional Staffing	Test Proctor	$18.00	34.00%	$6.12	$24.12
Professional Staffing	Trainer, Customer Service	$35.00	34.00%	$11.90	$46.90
Professional Staffing	Training and Development Specialist	$35.00	34.00%	$11.90	$46.90
Professional Staffing	Underwriter	$26.25	34.00%	$8.93	$35.18

2024 TEMP STAFF - JAN TO JUNE ONLY

ABACUS TEMP BID FILE

Fulton County Department of Registration & Elections

100-265-2656-1160

Presidential Preference Primary MARCH 12, 2024

1160 SALARIES - TEMPORARY	#	PAY RATE	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	BILLED AMOUNTS	Start date	End date
							Formula		
Election Coordinators & Assistants - TEMP									
Regional Election Coordinator 1	3	18.50	$ 23.68	$ 33.15	480	50	$ 39,071.70	1/17	4/30
Regional Election Coordinator 2	5	21.00	$ 26.88	$ 37.63	480	50	$ 73,919.50	1/17	4/30
Regional Election Coordinator 2- Lead	1	24.00	$ 30.72	$ 43.01	480	50	$ 16,896.10	1/17	4/30
Instructors	8	30.60	$ 39.17	$ 54.83	160	0	$ 50,135.04	1/17	3/15
Class Assistants	9	14.00	$ 17.92	$ 25.09	160	0	$ 25,804.80	1/17	3/15
VOTER EDUCATION / ADMIN - TEMP									
Administrative Clerk	1	17.00	$ 21.76	$ 30.46	600	20	$ 13,665.20	1/17	4/30
Executive Assistant	1	20.00	$ 25.60	$ 35.84	600	20	$ 16,076.80	1/17	4/30
Voter Education Officers	5	20.00	$ 25.60	$ 35.84	600	96	$ 94,003.20	1/17	4/30
SUPPLIES & LOGISTICS EPC - TEMP									**Adv V**
R&E Assistant-Logistics LEAD	3	18.00	$ 23.04	$ 32.25	560	50	$ 43,544.70	1/17	4/30
R&E Assistant-Logistics	4	17.50	$ 22.40	$ 31.36	560	50	$ 56,448.00	1/17	4/30
Executive Assistant	1	20.00	$ 25.60	$ 35.84	400	50	$ 12,032.00	2/19	4/30
Courier - Fleet Coordinator	5	21.60	$ 29.80	$ 41.73	440	50	$ 75,992.50	2/1	4/30
Couriers	35	18.00	$ 24.84	$ 34.77	280	50	$ 304,279.50	2/5	3/22
Couriers	30	18.00	$ 24.84	$ 34.77	120	50	$ 141,579.00	2/29	3/22
AB Drop Box / Supply Couriers / Reconciliation	8	16.00	$ 22.08	$ 30.91	200	20	$ 40,273.60	2/16	3/22
Reconciliation	20	16.00	$ 20.48	$ 28.67	80	0	$ 32,768.00	3/12	3/22
Information Technology- TEMPS									
Executive Assistant	1	20.00	$ 25.60	$ 35.84	400	50	$ 12,032.00	2/19	4/30
Systems Specialist - Lead	2	18.75	$ 24.00	$ 33.60	640	75	$ 35,760.00	1/10	4/30
Systems Specialist	38	18.50	$ 23.68	$ 33.15	640	75	$ 670,375.10	1/10	4/30
Election System Associates	2	18.50	$ 23.68	$ 33.15	640	75	$ 35,282.90	1/10	4/30
Election System Associates	1	18.50	$ 23.68	$ 33.15	400	50	$ 11,129.50	2/19	4/30
Poll Pad Technicians	10	18.50	$ 23.68	$ 33.15	400	50	$ 111,295.00	2/19	4/30
REGISTRATION - TEMP									
Executive Assistant	1	20.00	$ 25.60	$ 35.84	600	50	$ 17,152.00	1/17	4/30
Call Center	20	16.00	$ 20.48	$ 28.67	400	60	$ 198,244.00	2/12	4/30
Data Entry Clerk	10	16.00	$ 20.48	$ 28.67	320	60	$ 82,738.00	2/7	3/31
Front Office Specialists	2	17.00	$ 21.76	$ 30.46	520	60	$ 26,285.60	2/1	4/30
Front Office Specialists	3	17.00	$ 21.76	$ 30.46	360	60	$ 28,983.60	2/1	3/31
Quality Control	5	17.00	$ 21.76	$ 30.46	360	60	$ 48,306.00	2/1	3/31
Courier- Mail Room	2	18.00	$ 24.84	$ 34.77	360	60	$ 22,057.20	2/1	3/31
ABSENTEE - TEMP									
Absentee Specialists 1	7	16.00	$ 20.48	$ 28.67	520	60	$ 86,588.60	2/1	4/30
Absentee Specialists 2	3	17.00	$ 21.76	$ 30.46	520	60	$ 39,428.40	2/1	4/30
Executive Assistant	1	20.00	$ 25.60	$ 35.84	520	60	$ 15,462.40	2/1	4/30
Courier - Fleet Coordinator Mail Room	2	21.60	$ 29.80	$ 41.72	520	60	$ 35,998.40	2/1	4/30
Courier- Mail Room	4	18.00	$ 23.04	$ 32.25	520	60	$ 55,663.20	2/1	4/30
Community Engagement Mobile Outreach Vehicle									
Drivers	6	26.00	$ 35.88	50.23	192	40	$ 53,388.96	1/10	4/30
TOTAL TEMP LABOR COSTS	**259**						**$ 2,622,660.50**		

ABACUS GRAND TOTAL **$ 5,190,476.43**

100-265-2654-1160

Presidential Primary Election MAY 21, 2024

Formula

	1160 SALARIES - TEMPORARY	#	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	BILLED AMOUNTS	
	Election Coordinators & Assistants - TEMP							
	Regional Election Coordinator 1	3	$ 23.68	$ 33.15	256	50	$ 23,158.74	
	Regional Election Coordinator 2	5	$ 26.88	$ 37.63	256	50	$ 43,813.90	
	Regional Election Coordinator 2- Lead	1	$ 30.72	$ 43.01	256	50	$ 10,014.82	
	Instructors	8	$ 39.17	$ 54.83	120	0	$ 37,601.28	
	Class Assistants	9	$ 17.92	$ 25.09	120	0	$ 19,353.60	
	VOTER EDUCATION / ADMIN - TEMP							
	Administrative Clerk	1	$ 21.76	$ 30.46	256	20	$ 6,179.76	
	Executive Assistant	1	$ 25.60	$ 35.84	256	20	$ 7,270.40	
	Voter Education Officers	5	$ 25.60	$ 35.84	256	64	$ 44,236.80	
oting starts 2/19	**SUPPLIES & LOGISTICS EPC - TEMP**							**Adv Voting starts 4/29**
	R&E Assistant-Logistics LEAD	3	$ 23.04	$ 32.25	256	50	$ 22,532.22	
	R&E Assistant-Logistics	4	$ 22.40	$ 31.36	256	50	$ 29,209.60	
	Executive Assistant	1	$ 25.60	$ 35.84	256	50	$ 8,345.60	
	Courier - Fleet Coordinator	5	$ 29.80	$ 41.73	256	50	$ 48,576.50	
	Couriers	35	$ 24.84	$ 34.77	256	50	$ 283,413.90	
	Couriers	30	$ 24.84	$ 34.77	296	50	$ 272,734.20	
	AB Drop Box / Supply Couriers / Reconciliation	8	$ 22.08	$ 30.91	296	16	$ 56,241.92	
	Reconciliation	20	$ 20.48	$ 28.67	80	0	$ 32,768.00	
	Information Technology- TEMPS							
	Executive Assistant	1	$ 25.60	$ 35.84	256	50	$ 8,345.60	
	Systems Specialist -Lead	2	$ 24.00	$ 33.60	256	75	$ 17,328.00	
	Systems Specialist	38	$ 23.68	$ 33.15	256	75	$ 324,836.54	
	Election System Associates	3	$ 23.68	$ 33.15	256	75	$ 25,644.99	
	Poll Pad Technicians	10	$ 23.68	$ 33.15	256	50	$ 77,195.80	
	REGISTRATION - TEMP							
	Executive Assistant	1	$ 25.60	$ 35.84	256	50	$ 8,345.60	
	Call Center	20	$ 20.48	$ 28.67	256	60	$ 139,261.60	
	Data Entry Clerk	10	$ 20.48	$ 28.67	256	60	$ 69,630.80	
	Front Office Specialists	5	$ 21.76	$ 30.46	256	60	$ 36,990.80	
	Quality Control	5	$ 21.76	$ 30.46	256	60	$ 36,990.80	
	Courier- Mail Room	2	$ 24.84	$ 34.77	256	60	$ 16,890.48	
	ABSENTEE - TEMP							
	Absentee Specialists 1	10	$ 20.48	$ 28.67	256	60	$ 69,630.80	
	Absentee Specialists 2	3	$ 21.76	$ 30.46	256	60	$ 22,194.48	
	Executive Assistant	1	$ 25.60	$ 35.84	256	60	$ 8,704.00	
	Courier - Fleet Coordinator Mail Room	2	$ 29.80	$ 41.72	256	60	$ 20,264.00	
	Courier- Mail Room	4	$ 23.04	$ 32.25	256	60	$ 31,332.96	
	Community Engagement Mobile Outreach Vehicle							
	Drivers	6	$ 35.88	$ 50.23	144	80	$ 55,110.72	
	TOTAL TEMP LABOR COSTS	**262**					**$ 1,914,149.21**	

100-265-2655-1160

Presidential Primary Run-off Election JUNE 18, 2024

Formula

1160 SALARIES - TEMPORARY	#	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	BILLED AMOUNTS
Election Coordinators & Assistants - TEMP						
Regional Election Coordinator 1	3	$ 23.68	$ 33.15	80	20	$ 7,672.20
Regional Election Coordinator 2	5	$ 26.88	$ 37.63	80	20	$ 14,515.00
Regional Election Coordinator 2- Lead	1	$ 30.72	$ 43.01	80	20	$ 3,317.80
Instructors	0	$ 39.17	$ 54.83	0	0	$ -
Class Assistants	0	$ 17.92	$ 25.09	0	0	$ -
VOTER EDUCATION / ADMIN - TEMP						
Administrative Clerk	1	$ 21.76	$ 30.46	80	10	$ 2,045.40
Executive Assistant	1	$ 25.60	$ 35.84	80	10	$ 2,406.40
Voter Education Officers	5	$ 25.60	$ 35.84	80	40	$ 17,408.00
SUPPLIES & LOGISTICS EPC - TEMP						
R&E Assistant-Logistics LEAD	3	$ 23.04	$ 32.25	80	20	$ 7,464.60
R&E Assistant-Logistics	4	$ 22.40	$ 31.36	80	20	$ 9,676.80
Executive Assistant	1	$ 25.60	$ 35.84	80	20	$ 2,764.80
Courier - Fleet Coordinator	5	$ 29.80	$ 41.73	80	20	$ 16,093.00
Couriers	35	$ 24.84	$ 34.77	80	20	$ 93,891.00
Couriers	30	$ 24.84	$ 34.77	80	20	$ 80,478.00
AB Drop Box / Supply Couriers / Reconciliation	8	$ 22.08	$ 30.91	80	16	$ 18,087.68
Reconciliation	20	$ 20.48	$ 28.67	80	15	$ 41,369.00
Information Technology- TEMPS						
Executive Assistant	1	$ 25.60	$ 35.84	80	30	$ 3,123.20
Systems Specialist-Lead	2	$ 24.00	$ 33.60	80	30	$ 5,856.00
Systems Specialist	38	$ 23.68	$ 33.15	80	30	$ 109,778.20
Election System Associates	3	$ 23.68	$ 33.15	80	30	$ 8,666.70
Poll Pad Technicians	10	$ 23.68	$ 33.15	80	30	$ 28,889.00
REGISTRATION - TEMP						
Executive Assistant	1	$ 25.60	$ 35.84	80	30	$ 3,123.20
Call Center	20	$ 20.48	$ 28.67	80	30	$ 49,970.00
Data Entry Clerk	10	$ 20.48	$ 28.67	80	30	$ 24,985.00
Front Office Specialists	5	$ 21.76	$ 30.46	80	30	$ 13,273.00
Quality Control	5	$ 21.76	$ 30.46	80	30	$ 13,273.00
Courier- Mail Room	2	$ 24.84	$ 34.77	80	30	$ 6,060.60
ABSENTEE - TEMP						
Absentee Specialists 1	7	$ 20.48	$ 28.67	80	30	$ 17,489.50
Absentee Specialists 2	3	$ 21.76	$ 30.46	80	30	$ 7,963.80
Executive Assistant	1	$ 25.60	$ 35.84	80	30	$ 3,123.20
Courier - Fleet Coordinator Mail Room	2	$ 29.80	$ 41.72	80	30	$ 7,271.20
Courier- Mail Room	4	$ 23.04	$ 32.25	80	30	$ 11,242.80
Community Engagement Mobile Outreach Vehicle						
Drivers	6	$ 35.88	$ 50.23	48	40	$ 22,388.64
TOTAL TEMP LABOR COSTS	**242**					**$ 653,666.72**

2024 TEMP STAFF - JAN TO JUNE ONLY

DOVER STAFFING TEMP BID FILE

Fulton County Department of Registration & Elections

100-265-2656-1160

Presidential Preference Primary MARCH 12, 2024

Formula

1160 SALARIES - TEMPORARY	#	PAY RATE	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	BILLED AMOUNTS	Start date	End date
ADVANCE VOTING LOCATIONS - TEMP									**Adv Votir**
Advance Voting Trainers	6	25.00	$ 33.95	$ 50.93	200	60	$ 59,074.80	1/10	2/28
Compliance Officers	4	20.00	$ 27.16	$ 40.74	160	40	$ 23,900.80	2/1	4/30
Executive Assistant	1	20.00	$ 27.16	$ 40.74	520	80	$ 17,382.40	2/1	4/30
Regional Election Coordinator 2	5	21.00	$ 28.52	$ 42.78	640	100	$ 112,654.00	1/10	4/30
Regional Election Coordinator 2- Lead	1	24.00	$ 32.59	$ 48.89	640	100	$ 25,746.60	1/10	4/30
Advance Voting - Manager	37	23.00	$ 31.23	$ 46.85	200	80	$ 369,778.00	2/5	4/30
Advance Voting - Asst. Mgr	74	18.50	$ 25.12	$ 37.68	200	80	$ 594,841.60	2/5	4/30
Technicians - AV	37	18.50	$ 25.12	$ 37.68	160	80	$ 260,243.20	2/5	3/31
Advance Voting - Processing Clerk	128	17.00	$ 23.09	$ 34.64	160	80	$ 827,596.80	2/5	3/31
Advance Voting - Processing Clerk	126	17.00	$ 23.09	$ 34.64	160	80	$ 814,665.60	2/5	3/31
Advance Voting- Outreach Mgrs	1	23.00	$ 31.23	$ 46.85	24	0	$ 749.52		
Advance Voting- Outreach Asst Mgrs	8	18.50	$ 25.12	$ 37.68	24	0	$ 4,823.04		
Advance Voting- Outreach Clerks	12	17.00	$ 23.09	$ 34.64	24	0	$ 6,649.92		
Reserves - AV Manager - Training	37	23.00	$ 31.23	$ 46.85	8		$ 9,244.08		
Reserves - AV Clerk - Training	50	17.00	$ 23.09	$ 34.64	8		$ 9,236.00		
TOTAL TEMP LABOR COSTS	**527**				**DOVER**		**$ 3,136,586.36**		

DOVER STAFFING Grand Total **$ 7,640,989.88**

NOTE> Temp bids are only from JAN to JUNE 2024 as SWC is through 6/30/2024.

100-265-2654-1160

Presidential Primary Election MAY 21, 2024

Formula

	1160 SALARIES - TEMPORARY	#	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	BILLED AMOUNTS
ng starts 2/19	**ADVANCE VOTING LOCATIONS - TEMP**						Adv Voting starts 4/29
	Advance Voting Trainers	6	$ 33.95	$ 50.93	200	60	$ 59,074.80
	Compliance Officers	4	$ 27.16	$ 40.74	160	40	$ 23,900.80
	Executive Assistant	1	$ 27.16	$ 40.74	256	80	$ 10,212.16
	Regional Election Coordinator 2	5	$ 28.52	$ 42.78	256	80	$ 53,617.60
	Regional Election Coordinator 2-Lead	1	$ 32.59	$ 48.89	256	80	$ 12,254.24
	Advance Voting - Manager	37	$ 31.23	$ 46.85	200	80	$ 369,778.00
	Advance Voting - Asst. Mgr	74	$ 25.12	$ 37.68	200	80	$ 594,841.60
	Technicians - AV	37	$ 25.12	$ 37.68	160	80	$ 260,243.20
Large AV sites	Advance Voting - Processing Clerk	128	$ 23.09	$ 34.64	160	80	$ 827,596.80
Medium AV sites	Advance Voting - Processing Clerk	126	$ 23.09	$ 34.64	160	80	$ 814,665.60
	Advance Voting- Outreach Mgrs	1	$ 31.23	$ 46.85	24	0	$ 749.52
	Advance Voting- Outreach Asst. Mgrs	8	$ 25.12	$ 37.68	24	0	$ 4,823.04
	Advance Voting- Outreach Clerks	12	$ 23.09	$ 34.64	24	0	$ 6,649.92
	Reserves - AV Manager - Training	37	$ 31.23	$ 46.85	8		$ 9,244.08
	Reserves - AV Clerk - Training	50	$ 23.09	$ 34.64	8		$ 9,236.00
	TOTAL TEMP LABOR COSTS	**527**			**DOVER**		**$ 3,056,887.36**

100-265-2655-1160

Presidential Primary Run-off Election JUNE 18, 2024

Formula

1160 SALARIES - TEMPORARY	#	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	BILLED AMOUNTS
ADVANCE VOTING LOCATIONS - TEMP						
Advance Voting Trainers	6	$ 33.95	$ 50.93	0	0	$ -
Compliance Officers	4	$ 27.16	$ 40.74	80	40	$ 15,209.60
Executive Assistant	1	$ 27.16	$ 40.74	80	40	$ 3,802.40
Regional Election Coordinator 2	5	$ 28.52	$ 42.78	80	40	$ 19,964.00
Regional Election Coordinator 2- Lead	1	$ 32.59	$ 48.89	80	40	$ 4,562.80
Advance Voting - Manager	37	$ 31.23	$ 46.85	80	40	$ 161,778.80
Advance Voting - Asst. Mgr	74	$ 25.12	$ 37.68	80	40	$ 260,243.20
Technicians - AV	37	$ 25.12	$ 37.68	80	40	$ 130,121.60
Advance Voting - Processing Clerk	128	$ 23.09	$ 34.64	80	40	$ 413,798.40
Advance Voting - Processing Clerk	126	$ 23.09	$ 34.64	80	40	$ 407,332.80
Advance Voting- Outreach Mgrs	1	$ 31.23	$ 46.85	24	0	$ 749.52
Advance Voting- Outreach Asst. Mgrs	8	$ 25.12	$ 37.68	24	0	$ 4,823.04
Advance Voting- Outreach Clerks	12	$ 23.09	$ 34.64	24	0	$ 6,649.92
Reserves - AV Manager - Training	37	$ 31.23	$ 46.85	8		$ 9,244.08
Reserves - AV Clerk - Training	50	$ 23.09	$ 34.64	8		$ 9,236.00
TOTAL TEMP LABOR COSTS	**527**			**DOVER**		**$ 1,447,516.16**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0895 **Meeting Date:** 12/20/2023

Department
Real Estate and Asset Management

Requested Action
Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC99999-001-SPD0000154-0001, Facility Maintenance Services for the State of Georgia Department of Human Services (DHS) in the amount of $121,875.00 with CGL Facility Management, LLC (Fayetteville, GA), to provide preventive and corrective maintenance services for the County-owned facility currently leased to the State of Georgia Department of Human Services located at 5710 Stonewall Tell Road, College Park, GA 30349. Effective dates: January 1, 2024, through July 14, 2024. **(HELD ON 12/6/23)**

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-462, requests for approval of statewide contracts of more than $100,000.00 shall be forwarded to the Board of Commissioners for approval.

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

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

Is this a purchasing item?
Yes

Summary & Background: This Statewide Contract provides preventive and corrective maintenance services for the County-owned facility currently leased to the State of Georgia Department of Human Services located at the 5710 Stonewall Tell Road, College Park, GA 30349.

Scope of Work: The statewide contractor (facility maintenance) will operate, maintain, monitor, and adjust the day-to-day operations of all mechanical, electrical, and building systems. The contractor

shall be fully responsible for providing customer service, quality control and all other services.

Basic services shall include:

- Facility management: day-to-day management
- Landscaping/Grounds
- Electrical systems
- Security systems including but not limited to audio systems, video systems, CCTV and cable TV
- Lighting preventive maintenance on all interior and exterior lighting
- Heating, ventilation and air conditioning equipment including but not limited to direct exchange cooling units, heat pumps, air handling units, roof tops, exhaust fans coils and refrigerant piping
- Fire alarm including, but not limited, to fire suppression system, fire sprinklers, fire extinguishers and fire panels
- Fire sprinkler systems
- Plumbing and sewer including, but not limited to, pipes, service pipes, drains, sumps, backflow prevention devices, sewage grinders, septic tanks, pumps, water heaters, sinks, showers, toilets, faucets, water purifiers, garbage disposals, washer lines, floor drains, and leak detection.

Services not included:

- Site utilities
- Janitorial services
- Roofing services and waterproofing systems
- Asphalt/concrete repair
- Card access system
- IT maintenance

However, if there is any interruption in the supply of any/all the above utilities, the Contractor will coordinate with the respective utility vendors and ensure early resumption of utilities.

Community Impact: None of which the Department is aware.

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

Project Implications: Failure to approve this item will result in the Department not being able to maintain the facility as is necessary to ensure the optimum operation performance of the facility.

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

Department Issues/Concerns: If this statewide contract is not approved, DREAM does not have the internal resources necessary to render adequate and timely maintenance service to the facility.

Contract Modification: This is a new request.

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*
Not Applicable

Exhibits Attached

Exhibit 1: SWC Benefits Sheet
Exhibit 2: SWC#99999-001-SPD0000154-0001
Exhibit 3: Contractor Performance Report
Exhibit 4: Justification Form for Use of Statewide Contract

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:	$121,875.00
TOTAL:	$121,875.00

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

Agenda Item No.: 23-0895 **Meeting Date:** 12/20/2023

Funding Line 1:

100-520-5220-1160: General, Real Estate and Asset Management, Professional Services- “Subject to availability of funding adopted for FY2024 by BOC”

Key Contract Terms	
Start Date: 1/1/2024	**End Date:** 7/14/2024
Cost Adjustment:	**Renewal/Extension Terms**: N/

Overall Contractor Performance Rating: N/A

Would you select/recommend this vendor again?
Yes

Report Period Start: **Report Period End:**

Nathan Deal
Governor

Shawn Ryan
Commissioner

COMMUNICATIONS ALERT

August 6, 2018

The Georgia Department of Administrative Services, State Purchasing Division, has established a Statewide Contract for **Facility Maintenance Services** with ***CGL Facility Management LLC***.

This is a ***CONVENIENCE CONTRACT*** available for use by all State, City & County public entities within the State of Georgia.

The purpose of this contract is to provide a single source for preventive/scheduled and corrective/unscheduled maintenance services for customers responsible for occupying/managing locations that consist with multiple facilities/buildings and is available for all locations throughout the state. The scope of services includes all the labor and material to perform on-site preventive maintenance services including work on building envelope and structure; site utilities and distribution systems; central utility plants; hot and chilled water systems; natural gas, LP distribution and combustion systems; plumbing, sewer and water control systems; electrical systems and lighting; heating ventilation and air conditioning (HVAC); uninterruptible power supply (UPS) systems; emergency generators; security and alarm systems; fire alarm, fire sprinkler, and fire suppression systems; water towers; kitchen and laundry equipment; pest control services; swimming pools; grounds/landscape and fume hoods.

Key benefits of the contract include:

- Two options exist for the performance of Unscheduled/Corrective Maintenance which can be used independently or mixed and matched for ultimate flexibility & efficiency
    - ✓ Fixed labor rates for skilled maintenance technicians (non-resident, all trades) available for unscheduled maintenance (normal duty hours, after hours and emergency) at rates 11% (on avg) below industry benchmarks (labor only, materials additional)
    - ✓ Customize a permanent resident maintenance staff (skill types and quantities of maintenance personnel at your discretion) to perform unscheduled/corrective maintenance during normal operating hours for an average price **2¢/sqft/tech** (labor only, materials additional)
- Low markup on materials used for corrective maintenance repairs
- Improved facility life and operational performance through a staff dedicated to meeting the preventive maintenance needs of all facility equipment; thereby reducing equipment failures and facility operational downtime.
- On-site facility staff and managers supported by regional managers and technicians for fast, complete service and dedicated response to facility requests and emergencies
  24/7 response to maintenance issues within each facility to protect life, safety and building operation
- Program includes Computer Maintenance Management System (CMMS) which provides the ability to predict, define, track and categorize maintenance cost for easier budget analysis and improved facility life cycle management

Note: actual prices for preventive maintenance and permanent resident staff may differ per location, average prices based on the weighted avg price/sqft for all facilities currently on contract

QUESTIONS: If you have any questions, please contact the contract administrator:

Dr. Carl Hall, J.D, C.P.M.
Contract Management Manager
Strategic Sourcing - State Purchasing
Phone: (404) 656-4254
Email: carl.hall@doas.ga.gov

For Team Georgia Marketplace™ question(s), please contact the help desk:

Procurement Help Desk
Phone: (404) 657-6000
Fax: (404) 657-8444
Email: procurementhelp@doas.ga.gov

Statewide Information Sheet

Statewide Contract Number	**99999-001-SPD0000154-0001**	**NIGP Code**	**91001, 91060, 93625, 94155**
Name of Contract	**Facility Maintenance Solutions**		
Effective Date	**August 15, 2018**	**Expiration Date**	**July 14, 2024**
Contract Table of Contents			
Suppliers Awarded	**1**	**Contract Information:**	**Convenience Contract**

Contract Information for Supplier	Page Number
CGL Facility Management LLC	2
Additional Contract Information	
Contract Renewals/ Extensions/ Changes	3
General Contract Information/Ordering Instructions	4
Scope of Services	5
Rates for Technichans and Materials	6
DOAS Contact Information	7

Vendor Name: CGL Facility Management, LLC

Contract Information			
Statewide Contract Number	**Facility Maintenance Solutions**		
Contract Name	**99999-001- SPD0000154-0001**		
PeopleSoft Vendor Number	0000176490	Location Code	000001

Vendor Name & Address

CGL Facility Management, LLC
1903 Phoenix Blvd, Suite 250
Atlanta, GA 30349

TIN: 26-795410

Contract Administrator

Name: Greg Westbrook
Telephone: 678-381-6583
Email: gwestbrook@cglcompanies.com

Web Links
cglcompanies.com
cglgastatewide.com

Contract Details

1. Orders to be mailed to	See Contract Ordering Instructions
2. Payments to be mailed to	1903 Phoenix Blvd, Suite 250 Atlanta, GA 30349
3. Shipping Information	NA
4. Discounts	NA
5. Payment Terms	Net 30 Days
6. Acceptable Payment method	Purchase Order

Contract Renewals/Extensions/Amendments

Base Term: 8/15/2018 – 7/14/2021

AMENDMENT 1 - RENEWAL 1: 07/15/2021 – 7/14/2022

AMENDMENT 2 - RENEWAL 2: 07/15/2022 - 7/14/2023

AMENDMENT 3 - RENEWAL 3: 07/15/2023- 7/14/2024

Contract Ordering Instructions

Step 1: Agency should contact CGL to schedule a site visit.

Step 2: CGL will engage with Agency personnel to perform walkthroughs of facilities and obtain the required information from which to develop solution and a cost proposal. Typical information obtained during the site visits starts with an understanding of the desired services such as HVAC, plumbing, electrical, fire life safety equipment, elevators, pest control, landscaping, etc. Once this is understood, specific information will be obtained through request or during a visual inspection on the walkthrough.

Step 3: Within 7 to 14 days after completion of the site assessment visit, CGL will prepare and submit a fixed priced cost proposal using the information obtained during the site visit. The cost proposal will include cost for Facility Management, all Preventive/Scheduled Maintenance and resident staff that will be available to perform Corrective/Unscheduled Maintenance per the terms of the statewide contract. If a Computerized Maintenance Management System implementation is desired, a onetime start-up cost will be presented for this system.

Step 4: The Agency will reach final agreement on cost, terms, timeframe of any transition period and any other additional Agency Terms and Conditions through negotiations with CGL.

Step 5: Agency will submit a Purchase Order/Contract to CGL based on the agreed upon terms and conditions as a result of negotiations. CGL will create the Amendment documentation for the Statewide Contract and submit to the Agency for signature.

Scope of Services

This is the State-Wide Contract (SWC) for preventive and corrective maintenance services to state agencies and other eligible contract users. Any contract established pursuant to this solicitation shall be for the convenience of state agencies, the University System of Georgia, city and county governments and local school systems and shall not be considered a mandatory source for such services. CGL Facility Management LLC is the supplier for this contract. For more details, see the contract details/attachments. This is a non-catalog form contract.

For the full Scope of Services, click link below:

Statewide Contract Scope of Services

Rates for Technicians and Materials

Category: Corrective/Unscheduled Maintenance			
SubCategory: Corrective/Unscheduled Maintenance - Normal Duty Hours			
Line Item	Maintenance Labor Category	Unit of Measure	Unit Price
1	Chief Engineer	Hour	$72.00
2	HVAC Technician	Hour	$93.50
3	Electrical Technician	Hour	$60.00
4	Electronics Technician	Hour	$90.61
5	Fire Alarm Technician	Hour	$90.61
6	Plumbing Technician	Hour	$89.50
7	General Maintenance Tradesman	Hour	$39.95
8	Generator Technician	Hour	$95.00
9	Locksmith - Electronic	Hour	$90.61
10	Locksmith - Mechanical	Hour	$60.00
11	Welder	Hour	$62.00
12	Fencing Technician	Hour	$65.00
13	Specialty Kitchen Equipment	Hour	$95.00
14	Groundskeeper/Landscaper	Hour	$32.00
SubCategory: Corrective/Unscheduled Maintenance - After Hours and Emergency			
Line Item	Maintenance Labor Category	Unit of Measure	Unit Price
15	Chief Engineer	Hour	$108.00
16	HVAC Technician	Hour	$140.25
17	Electrical Technician	Hour	$90.00
18	Electronics Technician	Hour	$135.92
19	Fire Alarm Technician	Hour	$135.92
20	Plumbing Technician	Hour	$134.25
21	General Maintenance Tradesman	Hour	$59.93
22	Generator Technician	Hour	$142.50
23	Locksmith - Electronic	Hour	$135.92
24	Locksmith - Mechanical	Hour	$90.00
25	Welder	Hour	$93.00
26	Fencing Technician	Hour	$97.50
27	Specialty Kitchen Equipment	Hour	$142.50
28	Groundskeeper/Landscaper	Hour	$48.00
SubCategory: Materials			
Line Item	Description of Supply/Service	Unit of Measure	Markup (%)
29	Corrective Maintenance Material Cost	Dollar	9.6%

DOAS Contact Information

Donnie Treadway
Contract Management Specialist
donnie.treadway@doas.ga.gov
404-463-0824

For Team Georgia Marketplace question(s)

Procurement Help Desk
Telephone: (404) 657-6000
Fax: (404) 657-8444
Email: procurementhelp@doas.ga.gov

COOPERATIVE PURCHASING/STATEWIDE/GSA

USE JUSTIFICATION FORM

Department Name: Department of Real Estate and Asset Management

Contract # and Title: Facility Maintenance – State of Georgia Dept. of Human Svcs

Date: October 19, 2024

In order to utilize the use of cooperative purchasing, statewide or a GSA contract the User Department is responsible for providing the following justification information:

1. Provide justification for the use of the cooperative purchasing/statewide/GSA contract your department would like to utilize:

   The purpose of this contract is to provide a single source for preventive/scheduled and corrective/unscheduled maintenance services for customers responsible for occupying/managing locations that consist with multiple facilities/buildings and is available for all locations throughout the state. The scope of services includes all the labor and material to perform on-site preventive maintenance services including work on building envelope and structure; site utilities and distribution systems; central utility plants; hot and chilled water systems; natural gas, LP distribution and combustion systems; plumbing, sewer and water control systems; electrical systems and lighting; heating ventilation and air conditioning (HVAC); uninterruptible power supply (UPS) systems; emergency generators; security and alarm systems; fire alarm, fire sprinkler, and fire suppression systems; water towers; kitchen and laundry equipment; pest control services; swimming pools; grounds/landscape and fume hoods.

   The benefits of this contract are as follows:

   - Saves approximately $0.87/sq. ft. over historical/projected cost for current contract participants
   - The average price for Scheduled/Preventive Maintenance (including cost of materials) is only $1.00/sq. ft.
   - Two (2) options exist for the performance of Unscheduled/Corrective Maintenance which can be used independently or mixed and matched for ultimate flexibility & efficiency

- Fixed labor rates for skilled maintenance technicians (non-resident, all trades) available for unscheduled maintenance (normal duty hours, after hours and emergency) at rates 11% (on avg.) below industry benchmarks (labor only, materials additional)
- Customize a permanent resident maintenance staff (skill types and quantities of maintenance personnel at your discretion) to perform unscheduled/corrective maintenance during normal operating hours for an average price 2¢/sq. ft./tech (labor only, materials additional)

- Low markup on materials used for corrective maintenance repairs
- Improved facility life and operational performance through a staff dedicated to meeting the preventive maintenance needs of all facility equipment; thereby reducing equipment failures and facility operational downtime.
- On-site facility staff and managers supported by regional managers and technicians for fast, complete service and dedicated response to facility requests and emergencies 24/7 response to maintenance issues within each facility to protect life, safety and building operation
- Program includes Computer Maintenance Management System (CMMS) which provides the ability to predict, define, track and categorize maintenance cost for easier budget analysis and improved facility life cycle management Note: actual prices for preventive maintenance and permanent resident staff may differ per location, average prices based on the weighted avg. price/sq. ft. for all facilities currently on contract

2. Attach a copy of the cooperative purchasing/statewide/GSA contract document or the contract information.

   See Attached

COOPERATIVE PURCHASING/STATEWIDE/GSA

USE JUSTIFICATION FORM

3. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value. Costs must be analyzed to ensure that the use is best value for the County. (check all appropriate)

   leveraging benefits of volume purchasing

   volume discounts

   X service delivery requirement advantages

   X reduction of cycle times

   X enhanced service specification

   Additional information:

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0897 **Meeting Date:** 12/20/2023

Department
Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC#99999-001-SPD0000164-0002, Natural Gas Services Provider for Firm Accounts in the amount of $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, 2024, through December 31, 2024. **(HELD ON 12/6/23)**

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-462, requests for approval of statewide contracts of more than $100,000.00 shall be forwarded to the Board of Commissioners for approval.

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

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

Is this a purchasing item?
Yes

Summary & Background Request approval to utilize Statewide Contract to provide Natural Gas Services to all Fulton County facilities to include the Fulton County Jail Complex for FY2024.

Scope of Work: This contract provides natural gas services to all Fulton County 137 firm delivery accounts which include the Fulton County Jail Complex for fiscal year 2024. 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.

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 to utilize the Statewide Contract to provide natural gas services to all County facilities to include the Fulton County Jail Complex for fiscal year 2024.

The requested spending authority in the total amount of $700,000.00 will be more than enough to cover all 137 firm accounts for FY2024.

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 Statewide contract is not approved, the County facilities will not have natural gas service provided.

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: 2024 Contract Renewal Term for SWC#99999-001-SPD0000164-0002
Exhibit 2: SWC#99999-001-SPD0000164-0002
Exhibit 3: SWC Benefits Sheet
Exhibit 4: Contractor's Performance Report
Exhibit 5: Justification Form for use of Statewide Contract

Agenda Item No.: 23-0897 **Meeting Date:** 12/20/2023

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:	$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 FY2024 by BOC”

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

Overall Contractor Performance Rating: N/A

Would you select/recommend this vendor again?
Yes

Agenda Item No.: 23-0897 **Meeting Date:** 12/20/2023

Report Period Start:
N/A

Report Period End:
N/A

CONTRACT AMENDMENT # 3
RENEWAL # 3
REMAINING RENEWALS # 2

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 ("DOAS")
Supplier's Full Legal Name:	Scana Energy Marketing, LLC
Contract No.:	99999-001-SPD0000164-0002
Solicitation No./Event ID:	SPD0000164
Solicitation Title/Event Name:	Natural Gas: Firm Delivery Service
Contract Award Date:	10/01/2019
Current Contract Term:	01/01/2023 - 12/31/2023

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/extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	01/01/2024
End Date of New Contract Term:	12/31/2024

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 renew/extend the contract for an additional period of time.

CONTRACT NUMBER: 99999-001-SPD0000164-0002

1. **PRICING**: The pricing for the respective pool group is as follows:

Pool	Renewal Price
ATL	NYMEX Plus $0.109 per Therm plus $6.50 Times the DDDC
Transco	NYMEX Plus $0.124 per Therm plus $6.50 Times the DDDC
Brunswick	NYMEX Plus $0.330 per Therm plus $8.75 Times the DDDC
SNG	NYMEX Plus $0.099 per Therm plus $7.25 Times the DDDC
Valdosta	NYMEX Plus $0.165 per Therm plus $8.75 Times the DDDC

2. **EFFECTIVE DATE**: January 1, 2024

3. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

4. **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:	9/13/2024
Company Address:	3344 Peachtree Road NE, Suite 2150 Atlanta, GA 30326

STATE ENTITY

Authorized Signature:	Jim Barnaby
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commissioner – State Purchasing
Date:	9/22/2023

DocuSign Envelope ID: 1B295FA1-FBDA-4080-9652-3D6A8B1ED25F

Company Address:	200 Piedmont Avenue, S.E. Suite 1308, West Tower Atlanta, Georgia 30334-9010

INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM JD

DATE: October 19, 2023

SUBJECT: Contractor's Performance Report – Natural Gas: Firm Delivery Service – Statewide Contract #99999-001-SPD0000164- 0002

The Contractor listed below has not been established as a vendor in BidNet for the Statewide Contract #99999-001- SPD0000164- 0002 the County utilizes for Natural Gas: Firm Delivery Service. Therefore, no evaluation in BidNet has been performed.

PROJECT: Natural Gas: Firm Delivery Service

PROJECT NO.: Statewide Contract #99999-001- SPD0000164- 0002

CONTRACTOR: SCANA Energy Marketing Inc.

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

JD/TD/JA/kf

C: Tim Dimond, DREAM Deputy Director
April Pye, DREAM, Administrator
Jessica Lavender, DREAM, Energy & Sustainability Manager
Harry Jordan, Contract Administrator, DREAM
Joanna Hernandez, Contracting Officer, Purchasing/DREAM

COOPERATIVE PURCHASING/STATEWIDE/GSA

USE JUSTIFICATION FORM

Department Name: Department of Real Estate and Asset Management

Contract # and Title: SWC #99999-001-SPD0000164-0002- Natural Gas Firm Delivery Service.

Date: October 31, 2023

To utilize the use of cooperative purchasing, statewide or a GSA contract the User Department is responsible for providing the following justification information:

1. Provide justification for the use of the cooperative purchasing/ statewide/ GSA contract your department would like to utilize:

   This contract will provide natural gas services to all County facilities 137 firm delivery accounts which include the Fulton County Jail Complex through December 2024. 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.

   In using the statewide contract for natural gas, the County can save money on the fluctuating cost of natural gas by participating in volume buying.

   The benefits of this contract are as follows:

   - 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.

2. Attach a copy of the cooperative purchasing/statewide/GSA contract document or the contract information.

   See Attached

3. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value. Costs must be analyzed to ensure that the use is best value for the County. (check all appropriate)

X leveraging benefits of volume purchasing
X volume discounts
X service delivery requirement advantages
X reduction of cycle times
X enhanced service specification

Additional information:

Statewide Information Sheet

Statewide Contract Number	**99999-001-SPD0000164-0002**	**NIGP Code**	**40513**
Name of Contract	**Natural Gas: Firm Delivery Service**		
Effective Date	**January 1, 2020**	**Expiration Date**	**December 31, 2024**

Contract Table of Contents

Suppliers Awarded	**3**	**Contract Information:**	**MANDATORY**

Contract Information for Vendor	**Page Number**
Scana Energy Marketing, Inc.	2

Additional Contract Information

Changes/Extensions/Renewals	3

Vendor Information Sheet

Vendor Name: Scana Energy Marketing, Inc.

Contract Information			
Statewide Contract Number	99999-001-SPD0000164-0002		
Contract Name	Natural Gas: Firm Delivery Service		
PeopleSoft Vendor Number	0000028421	**Location Code**	001
Supplier Name & Address			
Scana Energy Marketing, Inc. **3344 Peachtree Road, Suite 2150** **Atlanta, GA 30326**			
Contract Administrator			
Pat Keeley **Telephone: 937-972-0378** **pat.keeley@scanaenergy.com**			
Contract Details			
Ordering Information	P.O. Box 100157 Columbia, SC 29202-3157		
Remitting Information	P.O. Box 100157 Columbia, SC 29202-3157		
Delivery Days	Firm Delivery Service		
Discounts	None		
Payment Terms	Net 30 days		
Bid offer includes	State and Local Governments		
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.		
Ordering Instructions	Please reference TGM.		
Product/Pricing Schedule	Please reference TGM.		

Changes/Extensions/Renewals

Initial Term: January 1, 2020 – December 31, 2021

Renewal #1: January 1, 2022 – December 31, 2022

Renewal #2: January 1, 2023 - December 31, 2023

Renewal #3 January 1, 2024 - December 31, 2024

* See Team Georgia Marketplace (Click Open Summary) for current Contract Management Specialist contact information.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0896 **Meeting Date:** 12/20/2023

Department
Real Estate and Asset Management

Requested Action
Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC 99999-001-SPD0000154-0001, Facility Maintenance Solutions in the amount of $406,771.00 with CGL Facility Management, LLC (Fayetteville, GA) to provide facility maintenance services for the new Fulton County Animal Services Facility located at 1251 Fulton Industrial Boulevard, NW, Atlanta, GA 30318. Effective dates January 1, 2024 through July 14, 2024. **(HELD ON 12/6/23)**

Requirement for Board Action
In accordance with Purchasing Code Section 102-462, request 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: The Board of Commissioners approved the use of this statewide contract to provide maintenance service for the County's new Animal Services facility beginning in November 2023 (grand opening) through December 31, 2023. This request will secure maintenance services from January 1, 2024, through July 14, 2024, when the current statewide contract expires.

Scope of Work: The contractor will be required to provide facility management and technical expertise to effectively maintain the interior equipment, systems, and spaces in accordance with manufacturer/builder recommendations for the preventive maintenance as well as perform corrective

maintenance (repairs) on an as-needed basis. The systems to be maintained include, but are not limited to, the following:

- Heating Ventilation and Air Conditioning systems (HVAC)
- Electrical Distribution Systems including emergency generators
- Plumbing and Sewer Systems
- Fire Alarm System
- Fire Sprinkler System
- Security Systems

The Contractor shall develop and implement an effective, consistent, and documented preventive maintenance program. The program will target system performance, life cycle cost, energy consumption, and safety. The total price includes an additional 10% in spending authority to cover the cost of materials associated with corrective maintenance per the terms and conditions of the contract.

The contractor shall provide a skilled workforce with the necessary qualifications, certifications, and experience to perform the requested services.

Staff onsite hours are defined as Monday-Friday 7AM-7PM and Saturday 7AM- 3PM. Sunday is an on-call basis only.

Community Impact: County Wide - Alpharetta, Atlanta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, South Fulton, Union City

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

Project Implications: Failure to approve this item will result in the County not being able to maintain the facility as is necessary to ensure the optimum operation and/or performance of the facility.

Community Issues/Concerns: The community wants the County to provide a safe and secure environment for the animals that reside in the shelter.

Department Issues/Concerns: If this statewide contract is not approved, DREAM does not have the internal resources necessary to render adequate and timely maintenance service to the new facility.

Contract Modification: This is a new request.

Contract & Compliance Information

N/A

Exhibits Attached

Exhibit 1: SWC Benefits Sheet
Exhibit 2: SWC#99999-001-SPD0000154-0001

Exhibit 3: Contractor's Performance Report
Exhibit 4: Justification Form for Use of Statewide Contract

Contact Information

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$0
Previous Adjustments:	$0
This Request:	$406,771.00
TOTAL:	$406,771.00

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:

100-335-S210-1116: General, Emergency Management, Buildings - Maint & Repair,

Key Contract Terms	
Start Date: 1/1/2024	**End Date:** 7/14/2024
Cost Adjustment:	**Renewal/Extension Terms**:

Agenda Item No.: 23-0896 **Meeting Date:** 12/20/2023

Overall Contractor Performance Rating: NA

Would you select/recommend this vendor again?
Yes

Report Period Start: **Report Period End:**

Nathan Deal
Governor

Shawn Ryan
Commissioner

COMMUNICATIONS ALERT

August 6, 2018

The Georgia Department of Administrative Services, State Purchasing Division, has established a Statewide Contract for **Facility Maintenance Services** with ***CGL Facility Management LLC***.

This is a ***CONVENIENCE CONTRACT*** available for use by all State, City & County public entities within the State of Georgia.

The purpose of this contract is to provide a single source for preventive/scheduled and corrective/unscheduled maintenance services for customers responsible for occupying/managing locations that consist with multiple facilities/buildings and is available for all locations throughout the state. The scope of services includes all the labor and material to perform on-site preventive maintenance services including work on building envelope and structure; site utilities and distribution systems; central utility plants; hot and chilled water systems; natural gas, LP distribution and combustion systems; plumbing, sewer and water control systems; electrical systems and lighting; heating ventilation and air conditioning (HVAC); uninterruptible power supply (UPS) systems; emergency generators; security and alarm systems; fire alarm, fire sprinkler, and fire suppression systems; water towers; kitchen and laundry equipment; pest control services; swimming pools; grounds/landscape and fume hoods.

Key benefits of the contract include:

- Two options exist for the performance of Unscheduled/Corrective Maintenance which can be used independently or mixed and matched for ultimate flexibility & efficiency
    - ✓ Fixed labor rates for skilled maintenance technicians (non-resident, all trades) available for unscheduled maintenance (normal duty hours, after hours and emergency) at rates 11% (on avg) below industry benchmarks (labor only, materials additional)
    - ✓ Customize a permanent resident maintenance staff (skill types and quantities of maintenance personnel at your discretion) to perform unscheduled/corrective maintenance during normal operating hours for an average price **2¢/sqft/tech** (labor only, materials additional)
- Low markup on materials used for corrective maintenance repairs
- Improved facility life and operational performance through a staff dedicated to meeting the preventive maintenance needs of all facility equipment; thereby reducing equipment failures and facility operational downtime.
- On-site facility staff and managers supported by regional managers and technicians for fast, complete service and dedicated response to facility requests and emergencies
  24/7 response to maintenance issues within each facility to protect life, safety and building operation
- Program includes Computer Maintenance Management System (CMMS) which provides the ability to predict, define, track and categorize maintenance cost for easier budget analysis and improved facility life cycle management

Note: actual prices for preventive maintenance and permanent resident staff may differ per location, average prices based on the weighted avg price/sqft for all facilities currently on contract

QUESTIONS: If you have any questions, please contact the contract administrator:

Dr. Carl Hall, J.D, C.P.M.
Contract Management Manager
Strategic Sourcing - State Purchasing
Phone: (404) 656-4254
Email: carl.hall@doas.ga.gov

For Team Georgia Marketplace™ question(s), please contact the help desk:

Procurement Help Desk
Phone: (404) 657-6000
Fax: (404) 657-8444
Email: procurementhelp@doas.ga.gov

Statewide Information Sheet

Statewide Contract Number	**99999-001-SPD0000154-0001**	**NIGP Code**	**91001, 91060, 93625, 94155**
Name of Contract	**Facility Maintenance Solutions**		
Effective Date	**August 15, 2018**	**Expiration Date**	**July 14, 2024**
Contract Table of Contents			
Suppliers Awarded	**1**	**Contract Information:**	**Convenience Contract**

Contract Information for Supplier	Page Number
CGL Facility Management LLC	2
Additional Contract Information	
Contract Renewals/ Extensions/ Changes	3
General Contract Information/Ordering Instructions	4
Scope of Services	5
Rates for Technichans and Materials	6
DOAS Contact Information	7

Vendor Name: CGL Facility Management, LLC

Contract Information			
Statewide Contract Number	**Facility Maintenance Solutions**		
Contract Name	**99999-001- SPD0000154-0001**		
PeopleSoft Vendor Number	0000176490	Location Code	000001

Vendor Name & Address

CGL Facility Management, LLC
1903 Phoenix Blvd, Suite 250
Atlanta, GA 30349

TIN: 26-795410

Contract Administrator

Name: Greg Westbrook
Telephone: 678-381-6583
Email: gwestbrook@cglcompanies.com

Web Links
cglcompanies.com
cglgastatewide.com

Contract Details

1. Orders to be mailed to	See Contract Ordering Instructions
2. Payments to be mailed to	1903 Phoenix Blvd, Suite 250 Atlanta, GA 30349
3. Shipping Information	NA
4. Discounts	NA
5. Payment Terms	Net 30 Days
6. Acceptable Payment method	Purchase Order

Contract Renewals/Extensions/Amendments

Base Term: 8/15/2018 – 7/14/2021

AMENDMENT 1 - RENEWAL 1: 07/15/2021 – 7/14/2022

AMENDMENT 2 - RENEWAL 2: 07/15/2022 - 7/14/2023

AMENDMENT 3 - RENEWAL 3: 07/15/2023- 7/14/2024

Contract Ordering Instructions

Step 1: Agency should contact CGL to schedule a site visit.

Step 2: CGL will engage with Agency personnel to perform walkthroughs of facilities and obtain the required information from which to develop solution and a cost proposal. Typical information obtained during the site visits starts with an understanding of the desired services such as HVAC, plumbing, electrical, fire life safety equipment, elevators, pest control, landscaping, etc. Once this is understood, specific information will be obtained through request or during a visual inspection on the walkthrough.

Step 3: Within 7 to 14 days after completion of the site assessment visit, CGL will prepare and submit a fixed priced cost proposal using the information obtained during the site visit. The cost proposal will include cost for Facility Management, all Preventive/Scheduled Maintenance and resident staff that will be available to perform Corrective/Unscheduled Maintenance per the terms of the statewide contract. If a Computerized Maintenance Management System implementation is desired, a onetime start-up cost will be presented for this system.

Step 4: The Agency will reach final agreement on cost, terms, timeframe of any transition period and any other additional Agency Terms and Conditions through negotiations with CGL.

Step 5: Agency will submit a Purchase Order/Contract to CGL based on the agreed upon terms and conditions as a result of negotiations. CGL will create the Amendment documentation for the Statewide Contract and submit to the Agency for signature.

Scope of Services

This is the State-Wide Contract (SWC) for preventive and corrective maintenance services to state agencies and other eligible contract users. Any contract established pursuant to this solicitation shall be for the convenience of state agencies, the University System of Georgia, city and county governments and local school systems and shall not be considered a mandatory source for such services. CGL Facility Management LLC is the supplier for this contract. For more details, see the contract details/attachments. This is a non-catalog form contract.

For the full Scope of Services, click link below:

Statewide Contract Scope of Services

Rates for Technicians and Materials

Category: Corrective/Unscheduled Maintenance			
SubCategory: Corrective/Unscheduled Maintenance - Normal Duty Hours			
Line Item	Maintenance Labor Category	Unit of Measure	Unit Price
1	Chief Engineer	Hour	$72.00
2	HVAC Technician	Hour	$93.50
3	Electrical Technician	Hour	$60.00
4	Electronics Technician	Hour	$90.61
5	Fire Alarm Technician	Hour	$90.61
6	Plumbing Technician	Hour	$89.50
7	General Maintenance Tradesman	Hour	$39.95
8	Generator Technician	Hour	$95.00
9	Locksmith - Electronic	Hour	$90.61
10	Locksmith - Mechanical	Hour	$60.00
11	Welder	Hour	$62.00
12	Fencing Technician	Hour	$65.00
13	Specialty Kitchen Equipment	Hour	$95.00
14	Groundskeeper/Landscaper	Hour	$32.00
SubCategory: Corrective/Unscheduled Maintenance - After Hours and Emergency			
Line Item	Maintenance Labor Category	Unit of Measure	Unit Price
15	Chief Engineer	Hour	$108.00
16	HVAC Technician	Hour	$140.25
17	Electrical Technician	Hour	$90.00
18	Electronics Technician	Hour	$135.92
19	Fire Alarm Technician	Hour	$135.92
20	Plumbing Technician	Hour	$134.25
21	General Maintenance Tradesman	Hour	$59.93
22	Generator Technician	Hour	$142.50
23	Locksmith - Electronic	Hour	$135.92
24	Locksmith - Mechanical	Hour	$90.00
25	Welder	Hour	$93.00
26	Fencing Technician	Hour	$97.50
27	Specialty Kitchen Equipment	Hour	$142.50
28	Groundskeeper/Landscaper	Hour	$48.00
SubCategory: Materials			
Line Item	Description of Supply/Service	Unit of Measure	Markup (%)
29	Corrective Maintenance Material Cost	Dollar	9.6%

DOAS Contact Information

Donnie Treadway
Contract Management Specialist
donnie.treadway@doas.ga.gov
404-463-0824

For Team Georgia Marketplace question(s)

Procurement Help Desk
Telephone: (404) 657-6000
Fax: (404) 657-8444
Email: procurementhelp@doas.ga.gov

Georgia

CONTRACT AMENDMENT

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Fulton County Animal Shelter
Contractor's Full Legal Name:	CGL Facility Management, LLC
Contract No.:	99999-SPD0000154-0001
Solicitation No./Event ID:	
Solicitation Title/Event Name:	Preventative Facility Maintenance Service
Contract Award Date:	08/15/2018
Current Contract Term:	07/01/2023 – 07/01/2024

WHERE AS, 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:

- The purpose of this modification is.
    a. To provide Fulton County pricing for the provision of Facility Maintenance Services to the newly built animal Shelter located at 1251 Fulton Industrial Blvd Atlanta, Ga. 30318 associated pricing is submitted for inclusion in the 99999-SPD0000154-0001 statewide contract.
- The following documents are included.
    a. Scope of Services Modification – Attachment 1
    b. Base Contract Pricing per DOAS format – Attachment 2
    c. Staffing – Attachment 3
    d. Overtime/ Emergency Rates- Attachment 4
    e. Response Times -Attachment 5
- Effective Date: November 1st, 2023

Attachment 1 Scope of Services

1. **System Requirements**
    a. The contractor will be required to provide engineering management and technical expertise to protect Fulton County Animal Shelter capital investments and to maintain interior and exterior equipment and spaces, including, but not limited to, participating in strategic planning and budgeting sessions, evaluating infrastructure needs; energy management; provide an inventory of all equipment and systems; assist Fulton County Animal Shelter staff and outside contractors and consultants hired by FULTON COUNTY or facility improvements, additions, upgrades, building retrofits and studies and monitor regulatory compliance for systems included in the scope.

    b. The Contractor shall operate, maintain, monitor, and adjust the day-to-day operations of all mechanical, electrical, and building systems for which responsibility has been delegated. The Contractor shall develop and implement an effective, consistent, and documented corrective maintenance program. The program will target system performance, life cycle, cost, energy consumption, and safety. Required maintenance services for facilities include the following functions and pieces of major equipment, which are only illustrative, and shall also include all ancillary devices and systems that are a part of the mechanical, electrical, and building systems unless specifically excluded herein:

        i. **Emergency Generator**
            a. Regular inspection and maintenance of generators.
            b. Testing and repair of generator components.
            c. Fuel system maintenance and testing.
            d. Load testing to ensure generator reliability.
            e. The contractor is required to respond to emergency generator failures in accordance with the response times listed in Attachment 5

        ii. **Building Envelope and Structure**
            a. Inspection and maintenance of building envelope components.
            b. Repair and replacement of damaged roofing, walls, windows, and doors.
            c. Waterproofing and insulation services.
            d. Structural integrity assessments and repairs.
            e. The contractor must respond to emergency roofing issues per the response times listed in Attachment 5.

        iii. **Heating Ventilation and Air Conditioning**
            a. Troubleshooting and diagnostics of HVAC system failures.
            b. Repair and replacement of malfunctioning HVAC components.
            c. Restoration of proper functionality and performance of HVAC systems.
            d. The contractor must respond to HVAC failures per the response times listed in Attachment 5.

        iv. **Fire Alarm**
            a. Inspection and testing of fire alarm systems.
            b. Repair or replacement of faulty fire alarm components.
            c. Emergency response and repair in case of fire alarm failures.
            d. Compliance with fire safety regulations and codes.
            e. The contractor must respond to emergency fire alarm issues per the response times listed in Attachment 5.

        v. **Fire Sprinkler**
            a. Inspection, testing, and maintenance of fire sprinkler systems.
            b. Repair or replacement of malfunctioning sprinkler heads, pipes, and valves.
            c. Compliance with fire sprinkler codes and regulations.
            d. The contractor must respond to emergency sprinkler failures per the response times listed in Attachment 5.

        vi. **Electrical Systems**
            a. Inspection and troubleshooting of electrical systems.
            b. Repair or replacement of faulty electrical components, switches, and outlets.
            c. Restoration of power supply in case of outages.
            d. Compliance with electrical codes and safety regulations.
            e. Electrical panel maintenance and upgrades.
            f. The contractor must respond to emergency electrical failures per the response times listed in Attachment 5.

vii. **Building Utility Systems**
   a. Inspecting, testing, and maintaining building utility systems (e.g., water supply, gas distribution, etc.).
   b. Repair or replacement of faulty utility components.
   c. Optimization of utility system performance and efficiency.
   d. The contractor must respond to emergency utility failures per the response times listed in Attachment 5.

viii. **Security Systems**
   a. Inspecting, testing, and maintaining security systems (e.g., access control, CCTV, etc.).
   b. Repair or replacement of faulty security system components.
   c. Ensuring the integrity and reliability of security systems.
   d. The contractor is required to respond to emergency security system failures according to the response times listed in Attachment 5.

ix. **Lighting**
   a. Inspection and maintenance of interior and exterior lighting systems.
   b. Replacement of faulty light fixtures and bulbs. (Bulbs and ballasts to be purchased by Fulton County)
   c. Energy-efficient lighting solutions.
   d. The contractor must respond to emergency lighting failures per the response times listed in Attachment 5.

x. **Plumbing and Sewer**
   a. Identification and resolution of plumbing system malfunctions.
   b. Repair or replacement of faulty plumbing fixtures, pipes, and valves.
   c. Clearing of clogged drains and sewage lines.
   d. Leak detection and repair.
   e. Backflow prevention and testing.
   f. The contractor must respond to emergency plumbing failures per the response times listed in Attachment 5.

xi. **Natural Gas and LP Gas Distribution and Combustion Systems**
   a. Inspection and maintenance of natural gas and LP gas distribution systems.
   b. Repair or replacement of faulty gas distribution components.
   c. Inspection and maintenance of gas combustion systems.
   d. Compliance with gas safety regulations
   e. The contractor must respond to emergency gas distribution and combustion failures per the response times listed in Attachment 5.

xii. **Kitchen Equipment**
   a. Inspection, testing, and maintenance of kitchen equipment.
   b. Repair or replacement of faulty kitchen equipment components.
   c. Ensuring the efficient and safe operation of kitchen equipment.
   d. The contractor must respond to emergency kitchen equipment failures per the response times listed in Attachment 5.

xiii. **Laundry Equipment**
   a. Inspection, testing, and maintenance of laundry equipment.
   b. Repair or replacement of faulty laundry equipment components.
   c. Optimization of laundry equipment performance.
   d. The contractor must respond to emergency laundry equipment failures per the response times listed in Attachment 5.

xiv. **Lift Trucks are not included.**

2. **Process and System Requirements**

a. **Short- and Long-Range Maintenance Planning**

i. The contractor shall develop an appropriate maintenance strategy and program based on the Client's performance requirements and standards and the criticality of applications supported by building systems. This includes developing both short-term and longer-term maintenance plans.

ii. The contractor will support these plans by working with the Fulton County Animal Shelter Management Team to create supporting budgets.

iii. The maintenance plans will include both corrective maintenance and capital spending.

iv. The contractor will recommend capital spending based on clear system performance and the least maintenance life-cycle cost basis.

v. The contractor shall identify options, prepare analysis, provide expertise, and make recommendations relating to new maintenance procedures, new Building System technologies, equipment overhauls, replace versus buy decisions, installation of new equipment, and disposal of obsolete equipment. Recommendations will draw on industry best practices, new technology developments, and the Contractor's experience. *CGL will follow Fulton County equipment disposal policies and processes.

vi. The contractor will develop and submit recommendations for comprehensive planning, scheduling, and work control procedures to the Contract Manager.

b. **Trouble Calls and Repairs**

i. Repairs consist of identifying what keeps an asset from operating correctly, correcting or replacing defective components to make it operate correctly, and verifying that the asset performs properly after the repair. The Contractor may perform repairs on-site or equipment that may be sent off-site to independent sources for repair.

ii. The contractor will maintain records on all repairs through the CMMS.

iii. The Contractor will review such historical data to determine if the equipment should be repaired or replaced.

iv. The contractor will receive, record, and respond to all trouble calls and other user requests relating to facility services and perform all repairs and other work needed to resolve the problem and prevent a recurrence.

v. The contractor will respond promptly to user requests for maintenance services such as "hot/cold" complaints, minor building maintenance, minor repairs, lamp replacement, and other miscellaneous services related to customer comfort. Response times will be listed in Attachment 5.

vi. The contractor is expected to perform all corrective repairs during normal working hours, Monday through Friday.

c. **After-hours and Emergency Requests and Repairs**

i. The contractor will develop, implement, and maintain a process for responding to "after-hours" and "emergency" requests and repairs. The process the Contractor implements will provide for response to work orders/requests on a 24-hour basis, seven (7) days a week, and will allow each facility to communicate directly with the Contractor.

ii. "After-hours" is defined as occurring outside the regular operating business hours. Normal business hours are typically 7:00 a.m. and 7:00 p.m., Monday through Friday, and 7:00 a.m. to 3:00 p.m. Saturday. These hours are subject to change as operational requirements dictate.

iii. "Emergency" requests are defined as repairs/requests of such urgent or essential nature that delaying the request may cause undue harm to individuals or building systems or seriously impact business operations.

iv. The contractor will respond as soon as possible or according to the response times listed in Attachment 5. In case of an emergency request, the Contractor shall provide additional staff, resources, and/or equipment as needed.

d. Workforce

i. The contractor shall provide a skilled workforce with the necessary qualifications, certifications, and experience to perform the requested services.

ii. Contractor personnel must wear professional-looking coordinated attire, clearly identifying them as the Contractor's employees. Uniforms shall be maintained in a neat, clean, and free-from-excessive-wear manner.

iii. The contractor shall provide to the Client no less than every six (6) months or, as requested, a current personnel roster of its employees providing services for the proposed scope of work. The personnel roster shall include the employee's name, job title, location, and contact information.

e. Computerized Maintenance Management System (CMMS)

i. The contractor will assist in the development of a reporting system that communicates the maintenance needs to the maintenance staff and the Fulton County Animal Shelter Staff. All data will be available in real-time via a secure web-based system, and any and all reports can be run daily. The entire data will be stored on a dedicated server and be backed up daily on an independent server provided and maintained by a professional IT service company.

ii. The contractor will validate and update the client CMMS that will have the capability to monitor and track at each facility the following as a minimum: organize and track inventory, manage equipment costs, track equipment history, schedule preventive maintenance tasks, maintain labor records, allocate resources, generate work orders, requisition and purchase parts, and project equipment failure.

iii. The contractor will utilize the CMMS to produce the following reports: asset reports, equipment reports, labor reports, purchasing reports, scheduling reports, statistical predictive maintenance reports, work request reports, and work order reports.

iv. The contractor will supply all hardware. The County will provide technical support for the CMMS.

v. While the Contractor will be responsible for determining the system architecture for the CMMS, the Client must have direct, real-time access to CMMS data of all facilities through a secure Internet or Intranet application. Managers should be able to quickly obtain detailed and current information relating to the performance and condition of building systems, scheduled work, costs, and equipment repair histories. The CMMS should allow Facility Office managers the capability to search for data by field, generate automated reports, and perform other analyses, as well as conduct performance audits.

vi. At the end of the term of the contract, the CMMS database and all historical data will become the property of the Client.

f. Materials, Spare Parts, Consumables

i. The contractor will still be responsible for providing all materials and consumables associated with the preventive maintenance of the designated systems.

ii. Corrective materials and parts for repairs, replacements, or materials and parts associated with a system upgrade shall be reimbursed to the Contractor. Preapproval of purchases must be obtained from the authorized contract monitor or designee for the Fulton County Animal Shelter unless an emergency exists. The contractor shall provide a copy of the invoice for the parts indicated on each invoice, and the Client shall reimburse per the mark-up rate in the Cost of Services, Attachment 4. CGL will follow all Fulton County procedures and guidelines on any project work. Review of project scope, work, and approval process will adhere to Fulton County policies.

iii. The contractor shall develop, implement, and monitor the procurement and inventory management process of critical spare parts and consumable parts/materials to ensure that maintenance work is performed promptly and cost-effectively. *Cost for these parts and materials are not included in the contract cost. CGL will submit a list for approval by Fulton County to purchase these parts. Fulton County will have the final say in what is purchased.

iv. Upon contract initiation, the contractor will determine item and stock levels of critical spares. Critical spare parts are those necessary to ensure continuous operation and facility reliability. Once these levels have been approved and authorized, the Contractor shall procure said items using the mark-up rate in the Cost of Services Attachment 2.

v. Consumable parts/materials include parts utilized in the operation and maintenance of building systems but are not considered critical. The Contractor shall be responsible for ensuring that consumable parts/materials are available (not necessarily from stock or inventory) in a timely manner.

vi. The contractor will administer and manage all warranties and manufacturer service contracts relating to equipment or parts used in the Client's building systems under its control. The contractor will coordinate, supervise, and approve all work under these contracts and ensure that service personnel adhere to appropriate procedures, conduct, and standards while on site.

g. Subcontractor

i. The contractor may utilize subcontractors to perform aspects of the scope of work; however, the Contractor retains responsibility in the delivery of service per contractual requirements.

ii. The subcontractor’s repair, improvement, or upgrade cost shall be reimbursed to the Contractor unless it involves the performance of preventative maintenance services. Preapproval must be obtained from the Fulton County Animal Shelter unless an emergency condition exists. The contractor shall provide a copy of the invoice for the subcontractor, and the Fulton County Animal Shelter shall reimburse per the markup rate in the Cost of Services, Attachment 2.

iii. The contractor must escort and provide access as required for all subcontractors they have engaged to provide services.

h. Storage Space

i. Fulton County Animal Shelter will provide the Contractor with storage space for equipment, tools, materials, supplies, and cleaning supplies in the form of existing maintenance and storage space at each facility.

i. **Tool and Key Control**

   i. CGL will participate in any safety and security training deemed necessary or required by Fulton County.
   ii. CGL staff will follow all Fulton County SOPs, security protocols, and required training.
   iii. The contractor will be responsible for daily, weekly, and quarterly tool accountability and reporting.
   iv. All tools must have etched serial numbers.
   v. All tools must always be stored securely, hung on shadow boards, or locked in lock boxes.
   vi. Hazardous Materials
   vii. The contractor shall maintain a current hard copy record set of Material Safety Data Sheets (MSDS) for all items that pose a physical or health hazard on each site.
   viii. The contractor will be responsible for following all OSHA regulations and "Right to Know" laws in using and handling all hazardous materials.

j. **Fulton County Animal Shelter Priorities**

   i. The Client will have the ability and reserves the right to determine priorities and redirect the Contractor's labor if the Client deems it necessary. The redirection will be given through the Contractor's Management Team and shall not be of such frequency as to prohibit the Contractor from performing the Scope of Work per this contract.

k. **Performance Monitoring and Reporting**

   i. The contractor shall develop an appropriate performance measurement reporting system that will provide performance feedback on critical systems, compliance, safety, efficiency, budgetary variance, schedule variance, customer satisfaction, productivity, quality, workload management, and other important issues.

   ii. The contractor will clearly present performance trends, explain progress on key dimensions, and proactively suggest strategies and tactics to continuously improve the maintenance performance, cost structure, and customer satisfaction with overall facilities services.

   iii. The contractor shall develop checklists to complete regular building rounds and inspections. These rounds will include surveying items crucial to the reliable performance of the facility infrastructure.

Attachment 2 Cost of Services

I. Startup Cost

The start-up will be paid at the completion of the task. This should occur within 90 days of the contract's start date. If completed earlier, the cost should be included in the monthly invoice during the time accomplished.

TOTAL START-UP COST .....

(One-time cost)

II. Base Compensation

Payment will be made monthly for Maintenance Services. Base Compensation is defined as all labor, consumables, and materials required for preventative/ corrective maintenance.

*All staffing models are subject to change based on facility needs and demands

Total Monthly Base Compensation..... $56,891.05

TOTAL ANNUAL BASE COMPENSATION RANGE $682,692.65

Attachment 3 Staffing

Provide Four (4) permanently assigned CGL staff to perform work as defined in Attachment 1 – Scope of Services.

Labor mix is provided as follows:

1) One (1) Lead HVAC Technician

2) One (1) Plumber

3) Two (2) General Trades Technician

Staff are permanently assigned to The Fulton County Animal Shelter but can float as needed to other Fulton County contracts.

Staff onsite hours are defined as Monday-Friday 7AM-7PM & Saturday 7AM- 3PM. Sunday is an on-call basis only.

Region	Facility /Location	Resident Staff	Shared Staff (across Region)	Maintenance Specialty
1	**Fulton County Animal Shelter**	4		Lead HVAC, Plumber, Two General Trades

Attachment 4

I. Overtime for Unscheduled and Emergency Maintenance

Line Item	Description of Supply/Service Corrective/Unscheduled Maintenance- Normal Duty Hours	Qty	Unit of Measure	Unit Price
1	Chief Engineer	1	Hour	$81.60
2	HVAC Technician	1	Hour	$105.96
3	Electrical Technician	1	Hour	$68.00
4	Electronics Technician	1	Hour	$102.69
5	Fire Alarm Technician	1	Hour	$102.69
6	Plumbing Technician	1	Hour	$101.43
7	General Maintenance Tradesman	1	Hour	$45.28
8	Generator Technician	1	Hour	$107.66
9	Locksmith - Electronic	1	Hour	$102.69
10	Locksmith - Mechanical	1	Hour	$68.00
11	Welder	1	Hour	$70.26
12	Fencing Technician	1	Hour	$73.66
13	Specialty Kitchen Technician	1	Hour	$107.66
14	Groundskeeper/Landscaper	1	Hour	$36.27
	Corrective/Unscheduled Maintenance- After Hours/Emergency			
15	Chief Engineer	1	Hour	$122.40
16	HVAC Technician	1	Hour	$158.95
17	Electrical Technician	1	Hour	$102.00
18	Electronics Technician	1	Hour	$154.03
19	Fire Alarm Technician	1	Hour	$154.03
20	Plumbing Technician	1	Hour	$152.15
21	General Maintenance Tradesman	1	Hour	$67.92
22	Generator Technician	1	Hour	$161.50
23	Locksmith - Electronic	1	Hour	$154.04
24	Locksmith - Mechanical	1	Hour	$102.00
25	Welder	1	Hour	$105.40
26	Fencing Technician	1	Hour	$110.50
27	Specialty Kitchen Technician	1	Hour	$161.50
28	Groundskeeper/Landscaper	1	Hour	$54.40

II. Materials/Subcontract Mark-Up

Mark-Up is the rate above the actual cost that the Client will reimburse the Contractor for subcontractors, parts, and materials. The Client must approve all reimbursable materials expenditures in advance unless an emergency condition exists. The Client is not obligated to utilize the Contractor for any Material/Subcontract purchases. Markup only pertains to material and/or parts, not labor rates. Contractor's mark-up expressed as a percentage: 9.6 %

Attachment 5 Response Times

Type of Emergency Service	Frequency	Normal Business Hours	After Business Hours
Emergency Generator	As Occurs	1 hours	4 hours
HVAC	As Occurs	1 hours	4 hours
Fire Alarm	As Occurs	1 hours	4 hours
Fire Sprinkler	As Occurs	1 hours	4 hours
Electrical Systems	As Occurs	1 hours	4 hours
Building Utility Systems	As Occurs	1 hours	4 hours
Lighting	As Occurs	1 hours	4 hours
Plumbing and Sewer	As Occurs	1 hours	4 hours
Laundry Equipment	As Occurs	1 hours	4 hours
Kitchen Equipment	As Occurs	1 hours	4 hours
Building Envelope and Structure	As Occurs	1 hours	4 hours

The Client will pay to the Contractor those costs associated with after-hours and emergency services in accordance with the After-Hours/Emergency Hourly Cost amount provided with the Contractor's Overtime for Unscheduled Emergency Work, Attachment 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.

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)	CGL Facility Management, LLC
Authorized Signature:	Ted Perry
Printed Name and Tile of Person Signing:	Ted Perry / Senior Vice President
Date:	10/04/2023
Company Address:	1903 Phoenix Bld Suite 250 Atlanta Ga, 30349

STATE ENTITY

Authorized Signature:	
Printed Name and Tile of Person Signing:	
Date:	
Address:	

INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM JD

DATE: October 23, 2023

SUBJECT: Contractor's Performance Report – Facility Maintenance Services for Animal Services Facility – Statewide Contract #SWC99999-001-SPD0000154-0001

The Contractor listed below has not been established as a vendor in BidNet for the Statewide Contract #SWC99999-001-SPD0000154-0001 that allows Facility Maintenance Services for the new Animal Services Facility. Therefore, no evaluation in BidNet has been performed.

PROJECT: Facility Maintenance Services for Animal Services Facility

PROJECT NO.: Statewide Contract #SWC99999-001-SPD0000154-0001

CONTRACTOR: CGL Facility Management, LLC

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

JD/TD/JA/kf

C: Tim Dimond, DREAM Deputy Director
John Adams, DREAM Administrator
James Morehead, DREAM, Building Services Manager
Harry Jordan, Contract Administrator, DREAM
Joanna Hernandez, Contract Officer, Purchasing/DREAM

COOPERATIVE PURCHASING/STATEWIDE/GSA

USE JUSTIFICATION FORM

Department Name: Department of Real Estate and Asset Management

Contract # and Title: Facility Maintenance – Animal Services Facility

Date: October 23, 2024

In order to utilize the use of cooperative purchasing, statewide or a GSA contract the User Department is responsible for providing the following justification information:

1. Provide justification for the use of the cooperative purchasing/statewide/GSA contract your department would like to utilize:

   The purpose of this contract is to provide a single source for preventive/scheduled and corrective/unscheduled maintenance services for customers responsible for occupying/managing locations that consist with multiple facilities/buildings and is available for all locations throughout the state. The scope of services includes all the labor and material to perform on-site preventive maintenance services including work on building envelope and structure; site utilities and distribution systems; central utility plants; hot and chilled water systems; natural gas, LP distribution and combustion systems; plumbing, sewer and water control systems; electrical systems and lighting; heating ventilation and air conditioning (HVAC); uninterruptible power supply (UPS) systems; emergency generators; security and alarm systems; fire alarm, fire sprinkler, and fire suppression systems; water towers; kitchen and laundry equipment; pest control services; swimming pools; grounds/landscape and fume hoods.

   The benefits of this contract are as follows:

   - Saves approximately $0.87/sq. ft. over historical/projected cost for current contract participants
   - The average price for Scheduled/Preventive Maintenance (including cost of materials) is only $1.00/sq. ft.
   - Two (2) options exist for the performance of Unscheduled/Corrective Maintenance which can be used independently or mixed and matched for ultimate flexibility & efficiency

- Fixed labor rates for skilled maintenance technicians (non-resident, all trades) available for unscheduled maintenance (normal duty hours, after hours and emergency) at rates 11% (on avg.) below industry benchmarks (labor only, materials additional)
- Customize a permanent resident maintenance staff (skill types and quantities of maintenance personnel at your discretion) to perform unscheduled/corrective maintenance during normal operating hours for an average price 2¢/sq. ft./tech (labor only, materials additional)

- Low markup on materials used for corrective maintenance repairs
- Improved facility life and operational performance through a staff dedicated to meeting the preventive maintenance needs of all facility equipment; thereby reducing equipment failures and facility operational downtime.
- On-site facility staff and managers supported by regional managers and technicians for fast, complete service and dedicated response to facility requests and emergencies 24/7 response to maintenance issues within each facility to protect life, safety and building operation
- Program includes Computer Maintenance Management System (CMMS) which provides the ability to predict, define, track and categorize maintenance cost for easier budget analysis and improved facility life cycle management Note: actual prices for preventive maintenance and permanent resident staff may differ per location, average prices based on the weighted avg. price/sq. ft. for all facilities currently on contract

2. Attach a copy of the cooperative purchasing/statewide/GSA contract document or the contract information.

   See Attached

COOPERATIVE PURCHASING/STATEWIDE/GSA

USE JUSTIFICATION FORM

3. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value. Costs must be analyzed to ensure that the use is best value for the County. (check all appropriate)

   leveraging benefits of volume purchasing

   volume discounts

   X service delivery requirement advantages

   X reduction of cycle times

   X enhanced service specification

   Additional information:

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0898 **Meeting Date:** 12/20/2023

Department
Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC90816, Motor Vehicle Maintenance & Inventory Management Services, in the amount not to exceed $755,000.00 with Automotive Rental, Inc. (Mt. Laurel, NJ), to provide repairs and maintenance for specialized heavy equipment and other fleet vehicles for Fulton County. Effective dates: January 1, 2024, through December 31, 2024. **(HELD 12/6/23)**

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-462, requests for approval of statewide contracts of more than $100,000.00 shall be forwarded to the Board of Commissioners for approval.

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

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

Is this a purchasing item?
Yes

Summary & Background Request approval to utilize a statewide contract to provide repairs and maintenance for specialized heavy equipment and other fleet vehicles for FY2024.

Scope of Work: This statewide 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 County owned equipment or vehicles placed in the network. The annual network fees are $5.82 per month/per vehicle.

Vehicle Category	Number of Vehicles
Heavy/Specialized Equipment	450
Passenger Vehicles	685
Total	**1135**

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 materials contract. We have continued to purchase new vehicles for the County's law enforcement agencies and due to the larger fleet size, the Department has had to leverage the high costs in labor rates, parts, and materials placed in the network for the Fulton County fleet vehicles in FY2023. A request for additional spending authority for FY2023 in the amount of $160,000.00 is on the December 6th Regular BOC Agenda Meeting. The current approved spending authority is $595,000.00 for FY2023.

Therefore, the requested spending authority in the total amount of $755,000.00 will cover cost 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 FY2024.

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.

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 vendors for heavy/specialty vehicles and road equipment.

Agenda Item No.: 23-0898 **Meeting Date:** 12/20/2023

Contract Modification: This is a new request.

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

N/A

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

Exhibit 1: SWC90816
Exhibit 2: SWC Benefits Sheet
Exhibit 3: Contractor Performance Report
Exhibit 4: Justification Form of Use of Statewide Contract

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$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 FY2024 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 FY2024 by BOC"

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

Overall Contractor Performance Rating: n/a

Would you select/recommend this vendor again?
Yes

Report Period Start:
N/A

Report Period End:
N/A

CONTRACT AMENDMENT # 21
EXTENSION # 12

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	Automobile Rentals, Inc.
Contract No.:	SWC90816
Solicitation Title/Event Name:	Motor Vehicle Maintenance and Inventory Management Services
Contract Award Date:	10/05/2009
Current Contract Term:	1/1/2023 - 12/31/2023

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to extend for an additional term of twelve months.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	01/1/2024
End Date of New Contract Term:	12/31/2024

2. 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.

3. **SUCCESSORS AND ASSIGNS**. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

4. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services, during the term of this Extension, the new contract shall supersede this Extension.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Automotive Rentals, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	Bob White President
Date:	September 19, 2023
Company Address:	4001 Leadenhall Road Mt. Laurel, NJ 08054

STATE ENTITY

Authorized Signature:	Jim Barnaby
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commissioner State Purchasing Division
Date:	9/26/2023
Company Address:	200 Piedmont Avenue, S.E., Suite 1804, West Tower Atlanta, Georgia 30334-9010

Nathan Deal
Governor

Georgia®

Department of
Administrative Services

Customer Focused, Performance Driven

Sid Johnson
Commissioner

The Georgia Department of Administrative Services, State Purchasing Division, has established a Statewide Contract for ***Motor Vehicle Maintenance & Inventory Management Services*** with ***Automotive Rentals Incorporated***.

This is a ***CONVENIENCE CONTRACT*** available for use by all State, City & County public entities within the State of Georgia.

The purpose of this contract is to provide cost-effective vehicle administration and maintenance management services through a comprehensive network of commercial maintenance repair locations throughout the state.

Key benefits of the contract include:

- Vehicle program enrollment fees cut 23% over previous contract
- Lower management fees for accident related repairs
- Significantly reduced prices for repetitive/routine services over previous contract; i.e Cost of oil changes reduced by nearly $28 (on average)
- Enhanced program includes inventory management for non-program vehicles for low price of 27¢ per vehicle/month

PHONE: 404-656-5514 200 PIEDMONT AVENUE SE · SUITE 1820 WEST TOWER ·ATLANTA, GEORGIA 30334-9010 FAX: 404-656-627

www.doas.georgia.gov

INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM JD

DATE: October 19, 2023

SUBJECT: Contractor's Performance Report – Motor Vehicle Maintenance & Inventory Management Services – Statewide Contract #SWC90816

The Contractor listed below has not been established as a vendor in BidNet for the Statewide Contract #SWC90816 that allows the County Motor Vehicle Maintenance & Inventory Management Services. Therefore, no evaluation in BidNet has been performed.

PROJECT: Motor Vehicle Maintenance & Inventory Management Services

PROJECT NO.: Statewide Contract #SWC90816

CONTRACTOR: Automotive Rentals Inc.

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

JD/TD/JA/kf

C: Tim Dimond, DREAM Deputy Director
John Adams, DREAM Administrator
Kier Freeman, DREAM, Fleet Manager
Harry Jordan, Contract Administrator, DREAM
Joanna Hernandez, Contracting Officer, Purchasing/DREAM

COOPERATIVE PURCHASING/STATEWIDE/GSA

USE JUSTIFICATION FORM

Department Name: **Real Estate and Asset Management**

Contract # and Title: **SWC90816, Motor Vehicle Maintenance & Inventory Management Services**

Date: **November 9, 2023**

In order to utilize the use of cooperative purchasing, statewide or a GSA contract the User Department is responsible for providing the following justification information:

1. Provide justification for the use of the cooperative purchasing/statewide/GSA contract your department would like to utilize:

   The Department does not have the 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 trained mechanic technicians and equipment or requires repairs that only be performed by a factory authorized vendor.

2. Attach a copy of the cooperative purchasing/statewide/GSA contract document or the contract information.

3. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value. Costs must be analyzed to ensure that the use is best value for the County. (check all appropriate)

   x leveraging benefits of volume purchasing
   x volume discounts
   x service delivery requirement advantages
   x reduction of cycle times
   x enhanced service specification

   Additional information:

   The purpose of this contract is to provide cost-effective vehicle administration and maintenance management services through a comprehensive network of commercial maintenance repair locations throughout the state.

Key benefits of the contract include:

- **Vehicle program enrollment fees cut 23% over previous contract**
- **Lower management fees for accidents related repairs**
- **Significantly reduced prices for repetitive/routine services over previous contract i.e. cost of oil changes reduced by nearly $28 (on average)**
- **Enhanced program includes inventory management for non-program vehicles for low price of 27 cents per vehicle/month**

Prior to making the decision to utilize a cooperative purchasing, statewide or GSA contract, the Purchasing Director is responsible for conducting the following due diligence:

The Purchasing Representative must complete the following information:

1. Reviewed the justification for use from the User Department and determined the use of the cooperative purchasing/statewide/GSA contract is justified.
   x Yes □ No

2. Obtained a copy of the cooperative purchasing/ statewide contract and other related documents (i.e., solicitation document, award letter, etc.) and determined that the contract is current (not expired). **x** Yes □ No

3. Reviewed the cost analysis provided by the User Department and determined the following:
   x leveraging benefits of volume purchasing
   x volume discounts
   x service delivery requirement advantages
   x reduction of cycle times
   x enhanced service specification

4. Are the need(s) of the User Department met/achieved with the cooperative purchasing/statewide/GSA contract? **x** Yes □ No

5. Is the entity is authorized to conduct/transact business in the State of Georgia? **x** Yes □ No

6. If applicable, is the entity in compliance with the Georgia Security and Immigration Act (E-Verify)? □ Yes **x** No

7. When applicable, if the contract is for services or professional services is the entity capable of providing Certificate of Insurance? **x** Yes □ No

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0951 **Meeting Date:** 12/20/2023

Department
Information Technology

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a statewide contract - Information Technology, SWC98000-MNS1-0000001102 GTA, Telecommunication Services, in an amount not to exceed $3,250,000.00 with AT&T Corporation, (Atlanta, GA) to provide telecommunication services and products countywide. Effective dates: January 1, 2024, through June 30, 2024.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-46s, 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
FCIT recommends the use of this contract for Telecommunication services.

Scope of Work: The use of this contract will provide telecommunication services including local telephone, long distance, conferencing, internet circuits, telecom systems maintenance, and other telecommunications services to the County at the best possible prices. Utilization of the GTA state pricing schedule will provide the County with the best savings for essential telecommunication services and maintenance.

Agenda Item No.: 23-0951 **Meeting Date:** 12/20/2023

Community Impact: Approval of this award will allow Fulton County to receive telecommunication services, support, and equipment at the contract approved prices, providing savings to the County. Also, it will allow FCIT to continue to modernize the technologies in the outlying facilities so everyone in the County can use VoIP phones.

Department Recommendation: FCIT recommends approval of this award.

Project Implications: Approval of this award saves dollars for the County, while providing telecom circuits, switches, and services that are needed by the County.

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

Department Issues/Concerns: There are no Department concerns with this project.

Contract & Compliance Information

Not Applicable

Exhibits Attached

Exhibit 1: GTA Agreement SWC 98000-MNS1-0000001102
Exhibit 2: Cooperative Purchasing/ Statewide/ GSA Use Justification Form
Exhibit 3: Contractor's Performance Report
Exhibit 4: Amendment No_5

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

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

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$3,250,000.00
TOTAL:	$3,250,000.00

Grant Information Summary

Agenda Item No.: 23-0951 **Meeting Date:** 12/20/2023

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-S666-1493: General, Non-Agency, Network Telecom - $3,250,00.00

Key Contract Terms	
Start Date: 7/1/2023	**End Date:** 6/30/2024
Cost Adjustment:	**Renewal/Extension Terms**:

Overall Contractor Performance Rating: 70

Would you select/recommend this vendor again?
Yes

Report Period Start: **7/1/2023**

Report Period End: **9/30/2023**

DocuSign Envelope ID: 23CE8D45-F550-41AC-BC45-EF745F9CEF61

20201111-7106

98000

Georgia Technology Authority

GTA Direct

Master Services Agreement
for
GTA Direct Services

Between

Georgia Technology Authority

And

AT&T Corp.

DocuSign Envelope ID: 23CE8D45-F550-41AC-BC45-EF745F9CEF61

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MASTER SERVICES AGREEMENT
for
GTA Direct Services

This **Master Services Agreement for GTA Direct Services** (including all exhibits and attachments hereto, this "**Master Services Agreement**" or "**MSA**"), dated as of 10/26/2020, 20__

(the "**Effective Date**"), is made by and between the **Georgia Technology Authority** ("**GTA**"), whose principal place of business is located at 47 Trinity Avenue, Atlanta, Georgia, 30334, and **AT&T Corp.,** a New York corporation, whose principal place of business is located at One AT&T Way, Bedminster, NJ 07921-0752 ("**Service Provider**")

(each, a "**Party**" and collectively, the "**Parties**").

1. Background and Introduction.

GTA is entering into this MSA as part of its "**GTA Direct Program**". This program facilitates the accelerated procurement of services by allowing eligible entities to contract directly with the qualified service providers rather than with GTA. In addition to establishing the GTA Direct Program and confirming each service provider's continuing qualification thereunder, GTA will provide governance over the contracts to monitor conformance to the MSA's scope and terms.

1.1 Framework.

(a) **Customers under GTA Direct Program.** A "**Customer**" may be any state or local government body or entity within the State of Georgia. GTA may publish from time to time eligibility requirements for organizations to be Customers participating in the GTA Direct Program. As part of GTA's governance role described above, GTA may discuss with Customers the status of this MSA and Service Provider's general performance under the GTA Direct Program.

(b) **Master Services Agreement**. This MSA sets forth terms and conditions between GTA and Service Provider with respect to services that may be provided by Service Provider to Customers under the GTA Direct Program.

(c) **Customer Purchase Agreements**. A Customer may purchase from Service Provider the services described in **Exhibit 1 (Catalogue of Services, Service Levels, Pricing)** through an agreement between such Customer and Service Provider under this MSA (each, a "**Customer Purchase Agreement**"). **Exhibit 1 (Catalogue of Services, Service Levels, Pricing)** may be updated or replaced by mutual written agreement of the Parties. For clarity, such changes will not impact any Customer Purchase Agreements then in effect (except to the extent the Customer and Service Provider mutually agree to amend their agreement to implement any such changes).

(d) A form of a Customer Purchase Agreement is set forth in **Exhibit 3 (Form of Customer Purchase Agreement)**. This is a standard agreement to be proposed by Service Provider and approved by GTA. Each Customer Purchase Agreement will describe the particular services being purchased by the applicable Customer from Service Provider, including corresponding service levels and pricing. Service

Provider is required to use only the current version of this Customer Purchase Agreement for new sales and may not supersede this agreement with other terms and conditions. Service Provider and Customers may negotiate changes to this agreement for specific sales transactions, but Service Provider must obtain GTA approval for the changes.

(e) **Change Orders**. After execution of a Customer Purchase Agreement, Service Provider and the applicable Customer may add, remove or change services from those available under **Exhibit 1 (Catalogue of Services, Service Levels, Pricing)** to such agreement by executing a change order, the form of which will be provided by Service Provider.

(f) **Customer Participation Acknowledgement; Customer Responsibility.** As a precondition to the effectiveness of any Customer Purchase Agreement, Service Provider shall obtain from the Customer and deliver to GTA an executed Customer Participation Acknowledgement in the form of **Attachment A (Form of Customer Participation Acknowledgement)** to **Exhibit 3 (Form of Customer Purchase Agreement)** hereto (the "**Customer Participation Acknowledgement**"). Service Provider agrees that the Customer executing a Customer Purchase Agreement shall be acting solely on its own behalf and that neither GTA nor any other entity, including any other Customer, shall be liable under or with respect to such Customer Purchase Agreement or any of the executing Customer's (or Service Provider's) obligations in connection therewith.

1.2 MSA Attachments.

This MSA includes each of the following attachments, each of which is incorporated into this MSA by this reference.

Exhibit 1	Catalogue of Services, Service Levels, Pricing	
Exhibit 2	Governance	
Exhibit 3	Form of Customer Purchase Agreement	
	Attachment A	Form of Customer Participation Acknowledgement
	Attachment B	Insurance
Exhibit 4	E-Verify Affidavit Service Provider	
Exhibit 5	E-Verify Affidavit Subcontractor	
Exhibit 6	Drug-Free Workplace Affidavit	
Exhibit 7	Automated Clearing House (ACH) Authorization	
Exhibit 8	Administrative Documents	
	Attachment A	Certificate of Insurance
	Attachment B	Taxpayer Identification
	Attachment C	Georgia Department of Revenue Tax Lien Certification
	Attachment D	Service Provider Affirmations – Scrutinized Companies

2. MSA Term and Termination.

2.1 Term.

The term of this MSA shall begin on the Effective Date and shall expire June 30, 2023, unless earlier terminated by GTA in accordance with this MSA.

2.2 Renewal.

No later than sixty (60) days prior to the end of the then current term, GTA may renew this MSA by providing written notice to Service Provider. GTA shall have four (4) such consecutive renewal options, each for up to twelve (12) months at GTA's sole discretion.

2.3 Termination by GTA for Cause.

GTA has the right to terminate this MSA for cause, in whole or in part, if:

(a) Service Provider breaches or is in default of any material obligation of this MSA, which default is incapable of cure, or which, being capable of cure, has not been cured within thirty (30) days after Service Provider's receipt of notice of such default (or such additional cure period as GTA may authorize);

(b) Service Provider suspends or terminates its operation of business, becomes subject to any bankruptcy or insolvency proceeding under federal or state law, or becomes unable to pay its obligations as they accrue; or

(c) (i) Service Provider is debarred or suspended from performing services on any public contracts; (ii) any certifications or licenses as may be required hereunder are revoked or no longer in effect for any reason; (iii) Service Provider fails to comply with confidentiality laws or provisions; or (iv) Service Provider furnished any statement, representation or certification in connection with this MSA or any applicable bidding process which is materially false, deceptive, incorrect or incomplete.

2.4 Termination for Convenience.

GTA has the right to terminate this MSA for convenience upon thirty (30) days' prior written notice to Service Provider, at no cost or penalty to GTA.

2.5 Return of Property.

Upon termination of this MSA (or, if later, any applicable Customer Purchase Agreement), each Party shall cease using and promptly return to the other Party (or destroy) all papers, materials and other property of the other Party then in its possession and applicable to this MSA; provided, however, GTA shall be entitled to retain materials associated with any continuing Customer Purchase Agreement and appropriate archival materials associated with the GTA Direct Program, including materials related to Service Provider.

2.6 Effect of Termination.

No new Customer Purchase Agreement may be executed after the termination or expiration of this MSA. However, the termination or expiration of this MSA shall not cause the termination or expiration of any Customer Purchase Agreement, which shall continue in force and effect (and the provisions of this MSA will be deemed to remain in effect with respect to such Customer Purchase Agreement) until such Customer Purchase Agreement terminates or expires in accordance with its terms; provided, however, that no new Change Orders may be executed under such Customer Purchase Agreement unless expressly approved by GTA in writing. For the avoidance of doubt, unless GTA has

stipulated that this MSA will terminate with respect to any outstanding Customer Purchase Agreement, the Fee will remain due for any Customer Purchase Agreement that survives the termination or expiration of this MSA.

3. Fee.

3.1 General.

Service Provider agrees to remit to GTA a quarterly fee as specified in this Section (the "**Fee**") for administrative services performed by GTA with respect to this MSA. Service Provider further acknowledges that its charges under the Customer Purchase Agreements shall be sufficient to compensate Service Provider for its performance of the services and its obligation to pay the Fee to GTA. As such, Service Provider has factored the Fee into its pricing for the Customer Purchase Agreements and shall not separately itemize, invoice or charge any Customer for payment or reimbursement of all or any portion of the Fee.

3.2 Calculation and Payment of Fee.

The amount of the Fee shall equal two and one half percent (2.5%) of revenue sold through its contracts by Service Provider to Customers under all Customer Purchase Agreements in the aggregate during the applicable calendar quarter (excluding sales taxes and adjusted for applicable credits or refunds). Service Provider must pay to GTA the Fee with respect to each calendar quarter on or before the last day of the month immediately following the end of such quarter (the "**Latest Fee Payment Date**"), as follows:

Calendar Quarter During Which Work Performed	Months	Latest Fee Payment Date
Quarter 1	January 1 – March 31	April 30
Quarter 2	April 1 – June 30	July 31
Quarter 3	July 1 – September 30	October 31
Quarter 4	October 1 – December 31	January 31

Fee payments shall be submitted to GTA by Automatic Clearing House (ACH), for receipt not later than the Latest Fee Payment Date. Service Provider must complete and submit the form authorizing electronic payment, included as **Exhibit 7 (Automated Clearing House (ACH) Authorization)**, https://sao.georgia.gov/teamworks/financials/vendor-payment-management, as such instructions may be updated from time to time by GTA upon notice to Service Provider.

3.3 Services Usage and Aggregate Charges Report.

(a) Service Provider shall submit to GTA a report on the services usage and aggregate charges for each calendar quarter (the "**Services Usage and Aggregate Charges Report**"). Services Usage and Aggregate Charges Reports must be delivered to GTA no later than the Latest Fee Payment Date. Each Services Usage and Aggregate Charges Report shall reflect, at a minimum, the following information for the applicable calendar quarter:

(i) Service Provider's name;

(ii) MSA Contract Number;

(iii) applicable calendar quarter to which the Services Usage and Aggregate Charges Report relates;

(iv) listing of all Customer Purchase Agreements, by Customer name and Customer Purchase Agreement Effective Date; and

(v) total dollar amounts invoiced to and received (and receivable) from Customers (excluding sales taxes and adjusted for applicable credits or refunds) under all Customer Purchase Agreements during such quarter (separately stated by Customer Purchase Agreement and including aggregate total for all Customer Purchase Agreements).

(b) Service Provider shall provide additional information in the Services Usage and Aggregate Charges Reports, as reasonably requested by GTA (including in requested formats). In addition, Service Provider shall promptly respond to GTA questions and requests for supplemental information associated with any Services Usage and Aggregate Charges Report, and shall meet with GTA upon request to discuss the GTA Direct Program, including the services and Customers' satisfaction therewith, and issues, concerns and opportunities.

4. Taxes.

Each Party is responsible for payment of any taxes imposed upon it in connection with or related to this MSA.

5. Confidential Information.

(a) Each Party (as the "**disclosing Party**") acknowledges that, in connection with this MSA, it may be necessary to disclose to the other Party certain information relating to the disclosing Party or its business or operations (including that of its customers or other third parties with which it deals) which it maintains in a confidential manner, whether provided to the other Party in writing or otherwise, and which may include analyses, compilations, reports and other materials ("**Confidential Information**"). Each Party agrees that it will not disclose, transfer, use, copy, or allow access to any such Confidential Information to any employees or to any third parties excepting those who have a need to know such Confidential Information in order to allow Service Provider or GTA to perform its obligations or exercise its rights or receive the intended benefits under or related to this MSA, as the case may be, and who have executed a nondisclosure agreement or are otherwise bound to enforceable obligations, in each case consistent with the provisions hereof.

(b) Neither Party will have any obligation of confidentiality with respect to information that: (i) is or becomes (through no improper action or inaction of the receiving Party or any of its affiliates, agents, consultants or employees) generally available to the public; (ii) can be demonstrated by the receiving Party to have been in its possession or known by it prior to receipt under this MSA; (iii) is rightfully disclosed to the receiving Party by a third party without restriction; (iv) is disclosed by the receiving Party with the written approval of the disclosing Party; (v) is developed independently by the receiving Party; or (vi) is obligated to be disclosed by applicable law, including order of a court of competent jurisdiction.

(c) Notwithstanding the foregoing, GTA's obligations hereunder may be subject to the provisions of the Georgia Open Records Act (O.C.G.A. § 50-18-70 *et* seq.), as it may be amended from time to time.

(d) Promptly following written request of the disclosing Party, the receiving Party shall return or destroy the disclosing Party's specified Confidential Information and certify that it has done so.

6. Indemnification and Infringement.

6.1 Indemnification by Service Provider.

At GTA's request, Service Provider will, at Service Provider's expense, indemnify, defend and hold harmless the State of Georgia, its agencies, departments, authorities and instrumentalities (including GTA), and their respective officers, directors, employees and agents (hereinafter collectively referred to as "**Indemnitees**"), from any and all demands, liabilities, losses, penalties, fines, fees, interest, awards, judgments, settlement payments, costs or expenses (including court costs, reasonable attorneys' fees, and reasonable value of the time spent by the Attorney General or other involved agency, office or party, as permitted herein) (collectively, "**Losses**") incurred in connection with any third party claim, suit or demand to the extent arising from or based on any of the following: (a) any breach of this MSA by Service Provider; (b) Service Provider's violation of any applicable law, rule or regulation; (c) Service Provider's damage to or destruction of tangible or real property; (d) injury to personnel (including death) caused by Service Provider; or (e) Service Provider's services, deliverables or other obligations or materials provided under or related to any Customer Purchase Agreement, including any aspect of the engagement or employment by Service Provider or its subcontractors of its or their personnel, or the termination of such employment or engagement (including claims related to non-payment of wages, discrimination/harassment, unemployment or workers' compensation benefits, employee benefits, and any other claims concerning the terms and conditions of employment under any federal, state or local law governing employment).

6.2 Indemnification Procedures.

(a) **Notice**. Promptly after receipt by an Indemnitee of notice of the commencement or threatened commencement of any action, proceeding or other claim by a third party involving a claim in respect of which the Indemnitee may seek indemnification pursuant to the above, the Indemnitee will notify Service Provider of such claim in writing and provide to Service Provider all reasonably available information requested. No failure to so notify Service Provider will relieve it of its obligations under this **Section 6 (Indemnification)** except to the extent that it can demonstrate damages or prejudice attributable to such failure. Within thirty (30) days following receipt of notice and such reasonably available information from the

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Indemnitee relating to any claim, but no later than ten (10) days before the date on which any response to a complaint or summons is due (the applicable period referred to herein as the "**Notice Period**"), Service Provider will notify the Indemnitee in writing if Service Provider assumes responsibility to indemnify, defend and hold harmless the Indemnitee and elects to be involved in the defense and settlement of that claim (an "**Notice of Election**"). Service Provider will be responsible for all Losses related to such claim if Service Provider is obligated to indemnify the Indemnitee.

(b) **Procedure Following Notice of Election**. If Service Provider delivers a Notice of Election relating to any claim within the required Notice Period, Service Provider will be involved in the defense and settlement of such claim; provided, however, that (1) the Indemnitee will be entitled to participate in the defense of such claim at its own expense and the Office of the Attorney General of the State of Georgia will represent and defend the Indemnitee, and (2) Service Provider will obtain the prior written approval of the Indemnitee and the Georgia Attorney General before entering into any settlement of such claim or ceasing to defend against such claim.

(c) **Procedure Where No Notice of Election Is Delivered**. If Service Provider does not deliver a Notice of Election relating to any claim within the required Notice Period or otherwise comply with its obligation to defend hereunder, the Indemnitee, represented by the Office of the Attorney General of the State of Georgia (or other arrangement allowed by law), may proceed to defend the claim in such manner as it may reasonably deem appropriate, at the cost and expense of Service Provider. Service Provider will promptly reimburse the Indemnitee for all applicable Losses related to such claim. In such case, the Indemnitee represented by the Attorney General of the State of Georgia (or other party as applicable) may settle any such claim without the consent of Service Provider. If it is determined that Service Provider failed to defend a claim for which it was liable, Service Provider will not be entitled to challenge the amount of any settlement or compromise paid by the Indemnitee.

(d) Service Provider's obligation to indemnify any Indemnitee will survive the expiration or termination of this MSA by either Party for any reason.

6.3 Infringement by GTA.

In the event GTA infringes upon or misappropriates the intellectual property of Service Provider with respect to any item used by Service Provider to provide the Services or which is provided by Service Provider to GTA under this MSA, GTA will, without limiting any other rights and remedies Service Provider may have under this MSA, and at law or equity, be liable for any costs and expenses, including reasonable attorneys' fees, incurred by Service Provider as a result of such infringement or misappropriation.

7. Independent Contractor; Contractor Personnel.

7.1 Independent Contractor.

In its relationships with GTA and the State of Georgia, and for all tax, liability and insurance purposes, Service Provider agrees that it is an independent contractor. Service Provider shall have the sole right to manage, control and direct the method, manner and means by which its services are performed. Service Provider shall be responsible for compliance with all applicable laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and

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safety, working conditions, workers' compensation insurance, and payment of wages. Neither Service Provider nor any of its agents, servants, employees, subcontractors or suppliers shall become or be deemed to become agents, representatives, or employees of GTA or the State of Georgia. This MSA shall not be construed so as to create a partnership or joint venture between Service Provider and GTA or the State of Georgia. Service Provider shall not hold itself out to be an employee or agent of GTA or use the name of GTA in its business in any way.

7.2 Trading with State Employees.

The Parties certify that this MSA does not and will not violate the provisions of Georgia's code of ethics and conflicts of interest statutes set forth in O.C.G.A. § 45-10-20, et seq., in any respect. Service Provider agrees not to employ any individual whose employment would result in a violation of such law.

7.3 Drug-Free Work Place.

(a) Service Provider represents, warrants and covenants that it has and shall maintain substance abuse policies, in each case in conformance with GTA rules and applicable laws, including O.C.G.A. § 50-24-1 et seq., and Service Provider personnel shall be subject to such policies.

(b) Service Provider will obtain from any subcontractor hired to perform services for this MSA the following written certification: "As part of the subcontracting agreement with Service Provider, (subcontractor's name) certifies to Service Provider that a drug-free workplace will be provided for the subcontractor's employees during the performance of this agreement pursuant to paragraph eight (8) of subsection (b) of O.C.G.A. § 50-24-3." Service Provider will provide GTA with a copy of each such certification as soon as practicable. Service Provider may be suspended, terminated, or debarred if it is determined that Service Provider has made false certification hereinabove or has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3.

8. Compliance with Laws.

(a) Each Party shall perform its obligations under this MSA in accordance with all applicable federal, state and local laws, rules and regulations. Service Provider shall obtain and maintain, and shall cause its subcontractor to obtain and maintain all approvals, permissions, permits, professional licenses, and other documentation required to comply with all applicable laws, rules or regulations.

(b) Service Provider certifies that neither Service Provider nor any of its subcontractors have been debarred, suspended or declared ineligible by any entities of the State of Georgia or as defined in the Federal Acquisition Regulations 48 C.F.R. Ch. 1 Subpart 9.4. Service Provider immediately shall notify GTA if Service Provider or any of its subcontractors become debarred by the State of Georgia or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by any federal entity.

9. Non-exclusivity.

This MSA is entered into solely for the convenience of GTA and the State of Georgia, and in no way precludes GTA or the State of Georgia from obtaining or arranging like goods and services from other suppliers.

10. Vendor Lobbyist Certification.

Service Provider hereby certifies that, as of the Effective Date, any lobbyist employed by Service Provider to lobby within the State of Georgia has registered with the Georgia Government Transparency and Campaign Finance Commission and complied with the requirements of the Executive Order dated October 1, 2003 ("Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies"). This MSA may be declared void at GTA's sole discretion, if it is determined that Service Provider has made false certification hereinabove or has violated such certification by failure to carry out the requirements of such Executive Order or other applicable law.

11. Immigration and Security.

Service Provider hereby certifies that it complies with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-90. The e-Verify Certificate form attached hereto as **Exhibit 4 (E-Verify Affidavit – Service Provider)** shall be completed by Service Provider and notarized, certifying compliance with the foregoing as of the Effective Date, and thereafter at the request of GTA. Further, the e-Verify Certificate form attached hereto as **Exhibit 5 (E-Verify Affidavit – Subcontractor)** shall be completed by any subcontractors employed for delivery of services under this MSA or any Customer Purchase Agreement and notarized, certifying compliance with the foregoing as of the Effective Date, and thereafter at the request of GTA.

12. Incorporation of Anti-BDS (Boycott, Divestment and Sanctions Campaign against Israel) Legislation.

Service Provider certifies that Service Provider is not currently engaged in, and agrees for the duration of this MSA not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

13. Limitation of Liability.

13.1 Disclaimer of Certain Damages.

NEITHER SERVICE PROVIDER NOR GTA SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS MASTER SERVICES AGREEMENT, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

13.2 Cap on Liability.

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS MASTER SERVICES AGREEMENT EXCEED THE AMOUNT OF THE CHARGES PAID OR PAYABLE BY SERVICE PROVIDER DURING THE TWENTY FOUR (24) MONTHS BEFORE THE EVENT GIVING RISE TO SUCH LIABILITY; PROVIDED THAT IF THE EVENT GIVING RISE TO LIABILITY OCCURS DURING THE FIRST TWENTY FOUR (24) MONTHS AFTER THE EFFECTIVE DATE OF THIS MASTER SERVICES AGREEMENT, THE AMOUNT SHALL BE CALCULATED AS THE AMOUNT ANTICIPATED TO BE PAID BY SERVICE PROVIDER DURING THE FIRST TWENTY FOUR (24) MONTHS AFTER THE EFFECTIVE DATE OF THIS MASTER SERVICES AGREEMENT, OR TWENTY FOUR (24) TIMES THE AVERAGE

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MONTHLY CHARGES THUS FAR, WHICHEVER IS MORE.

13.3 Exclusions and Stipulations.

THE PROVISIONS ABOVE IN THIS SECTION 13 SHALL NOT APPLY TO: (A) LOSSES ARISING OUT OF GROSS NEGLIGENCE OR WILLFUL OR INTENTIONAL MISCONDUCT; (B) LOSSES ARISING FROM A PARTY'S BREACH OF SECTION 5 (CONFIDENTIAL INFORMATION); OR (C) LOSSES ARISING OUT OF SERVICE PROVIDER'S OBLIGATIONS TO INDEMNIFY ANY INDEMNITEE. FURTHER, THE TO THE EXTENT THAT A CUSTOMER PURCHASE AGREEMENT CONTAINS REIMBURSEMENT OR INDEMNIFICATION OBLIGATIONS RELATED TO A SERVICE PROVIDER'S BREACH OF ITS DATA SECURITY OR DATA PRIVACY OBLIGATIONS, SUCH REIMBURSEMENTS SHALL BE DEEMED TO BE DIRECT DAMAGES AND NOT ANY OF THE TYPES OF DAMAGES DESCRIBED UNDER SECTION 13.1 ABOVE AND SHALL NOT BE GOVERNED BY THE LIABILITY CAP UNDER SECTION 13.2 ABOVE.

14. Miscellaneous.

14.1 Assignment and Delegation.

Unless GTA gives its prior written consent (such consent not to be unreasonably withheld), Service Provider shall not assign any of its rights or delegate the performance of any of its duties under this MSA, regardless of whether such assignment or delegation is voluntary or involuntary, and whether it is by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment or delegation by Service Provider without such consent shall be null and void.

14.2 Amendments.

The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this MSA to provide for the orderly implementation of all undertakings described herein, and the Parties agree to cooperate in good faith in connection with such amendments if and as necessary; provided, however, no change or modification or other amendment to this MSA shall be valid unless the same is reduced to writing and signed by both Parties.

14.3 Headings.

The headings in this MSA have been inserted for convenience only and shall not affect or control the meaning or construction of any of the provisions of this MSA.

14.4 Waiver.

The Parties may waive a provision of this MSA only by a writing executed by the Party or Parties against which the waiver is sought to be enforced. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition under this MSA, and no act, omission or course of dealing between the Parties shall operate as a waiver or estoppel of any right, remedy or condition. A waiver made in writing of a right under or provision of this MSA on one occasion shall be effective only for that instance and occasion and only for the purpose stated and a waiver once given is not to be construed as a waiver on any future occasion or against any other Party except as expressly provided in the applicable writing executed by the Party against which enforcement is sought.

14.5 Severability.

All provisions of this MSA are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. All provisions of this MSA will be construed in such a manner as to carry out the fullest intention of the Parties as is enforceable and valid.

14.6 Remedies.

No remedies or rights herein conferred upon the Parties are intended to be exclusive of any remedy or right provided by law or in equity, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).

14.7 Publicity.

Service Provider shall not release without GTA's prior written approval any publicity regarding this MSA, including but not limited to, notices, information, pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Service Provider, identifying the State of Georgia or GTA; however, Service Provider may reference this MSA in proposals for other contracts, subject to reasonable confidentiality restrictions, without GTA's prior approval.

14.8 Applicable Law and Venue.

The laws of the State of Georgia, U.S.A., without regard to its conflict of laws principles, govern all matters arising out of or relating to this MSA and the transactions it contemplates, including its interpretation, construction, performance and enforcement. Any lawsuit or other action based on a claim arising from this MSA shall be brought in the Superior Court of Fulton County, Georgia.

14.9 No Liens.

Service Provider will not file, or by its action or inaction permit, any liens to be filed on or against property (including realty) of GTA. In the event that any such liens shall arise as a result of Service Provider's action or inaction, Service Provider shall promptly obtain a bond or otherwise undertake to fully and promptly satisfy such liens and remove or have such liens removed at its sole cost and expense within no more than ten (10) business days of such lien arising. If Service Provider fails to so satisfy and have removed any such lien, GTA may, in its sole discretion, pay the amount of such lien and deduct such amounts from payments due to Service Provider or, if no further payments are due, promptly recover such amount from Service Provider.

14.10 Notice.

Any notice required or permitted under this MSA shall be in writing sent to the addressee listed below, and will be effective upon receipt as demonstrated by reliable written confirmation (for example, certified mail receipt, courier receipt or facsimile receipt confirmation sheet). Each Party may change its addressee information by notice pursuant to this provision.

To GTA	To Service Provider
Georgia Technology Authority	AT&T Corp.
47 Trinity Avenue	1057 Lenox Park Blvd.

Atlanta, GA 30334-9006	Atlanta, GA 30319
Attn: Contract Management	Attn: Jennings Walsh
Telephone: (404) 463-2300	Telephone: (404) 395-8016
Fax: (404) 651-5333	Email: jw3479@att.com

14.11 Counterparts.

The Parties may execute this MSA in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of both Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or by electronic mail shall be as effective as executing and delivering this MSA in the presence of the other Party. No Party shall be bound by this MSA until all Parties have executed it.

14.12 Order of Precedence.

In the event of any conflict or inconsistency among the terms of the various documents that collectively comprise this MSA, then to the maximum extent that the conflicting or inconsistent terms can reasonably be interpreted so that such terms are consistent with and supplemental to one another and do not conflict with each other, such consistent, non-conflicting and supplemental interpretation shall prevail, in a manner that gives effect to all of such terms. Subject to the foregoing, any conflict or inconsistency in this MSA shall be resolved by giving precedence in the following order: (a) this MSA, excluding its Exhibits; (b) the Exhibits to this MSA (including **Exhibit 3 (Form of Customer Purchase Agreement)** and (c) the Request for Proposal and response materials.

14.13 Entire Agreement.

This MSA constitutes the final and complete agreement between the Parties as of the Effective Date, and is the complete and exclusive expression of the Parties' agreement on the subject matter and supersedes any and all other prior and contemporaneous agreements and understandings between the Parties, whether oral or written. The provisions of this MSA may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this MSA, neither Party has relied upon any statement, representation, warranty or agreement of the other Party except for those expressly contained in this MSA and the attachments incorporated herein. There are no conditions precedent to the effectiveness of this MSA, other than those expressly stated herein.

14.14 Survival.

Any provision of this MSA which contemplates performance or observance subsequent to any termination or expiration of this MSA shall survive any termination or expiration and continue in full force and effect. Additionally, all provisions of this MSA shall survive expiration or termination to the fullest extent necessary to give the Parties the full benefit of the bargain expressed therein.

14.15 Interpretation.

Unless the context requires otherwise, (a) "***including***" (and any of its derivative forms) means including but not limited to, (b) "***may***" means has the right, but not the obligation to do something, and "***may not***" means does not have the right to do something, and (c) "***will***" and "***shall***" are expressions of command, not merely expressions of future intent or expectation.

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14.16 Further Assurances.

The Parties agree that they will execute and deliver such other instruments and documents, and take such other actions, as the other Party may reasonably request to evidence or effect the transactions contemplated by this MSA.

14.17 Protection of State Equipment.

A vital component of GTA's mission is ensuring that any equipment or services procured and/or offered by GTA adequately protects the security of governmental/public sector data. GTA has previously relied on the John McCain National Defense Authorization Act, H.R. 5515 (https://www.congress.gov/bill/115th-congress/house-bill/5515/text#toc-H4350A53097BD46409287451A50C4F397), which provided that agencies of the federal government are prohibited from procuring equipment or services from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). For similar reasons, GTA determined that suppliers utilizing equipment or services provided by these entities would be excluded from GTA contracts. At the present time, prospective suppliers are advised not to use Huawei or ZTE as components or sub-components in any of their offered technical solutions/catalogues. Lack of adherence may result in a range of actions available to GTA, up to and including disqualification/contract cancellation.

IN WITNESS WHEREOF, each Party has caused its authorized representative to execute this MSA as of the Effective Date.

GEORGIA TECHNOLOGY AUTHORITY	**AT&T CORP.**
By: DocuSigned by: Mark Latham	By: W. Daniel Sisson Jr.
Name: Mark Latham	Name: W. Daniel Sisson Jr.
Title: sourcing governance officer	Title: AVP
Date: 10/26/2020	Date: 9/30/2020 ap148e

COOPERATIVE PURCHASING/STATEWIDE/GSA

USE JUSTIFICATION FORM

Department Name: **Information Technology**

Contract # and Title:

Date:

In order to utilize the use of cooperative purchasing, statewide or a GSA contract the User Department is responsible for providing the following justification information:

1. Provide justification for the use of the cooperative purchasing/statewide/GSA contract your department would like to utilize:
   SWC98000- MNS1-0000001102 GTA offers discounted pricing, bulk purchase pricing, and extended warranties. Utilization of this contract will save the County time and money, while providing the best value for Fulton County employees and taxpayers.

2. Attach a copy of the cooperative purchasing/statewide/GSA contract document or the contract information.

3. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value. Costs must be analyzed to ensure that the use is best value for the County. (check all appropriate)
   - ✓ leveraging benefits of volume purchasing
   - ✓ volume discounts
   - ✓ service delivery requirement advantages
   - ✓ reduction of cycle times
   - ✓ enhanced service specification

   Additional information:

Prior to making the decision to utilize a cooperative purchasing, statewide or GSA contract, the Purchasing Director is responsible for conducting the following due diligence:

The Purchasing Representative must complete the following information:

1. Reviewed the justification for use from the User Department and determined the use of the cooperative purchasing/statewide/GSA contract is justified.
   X Yes □ No

2. Obtained a copy of the cooperative purchasing/ statewide contract and other related documents (i.e., solicitation document, award letter, etc.) and determined that the contract is current (not expired). □x Yes □ No

3. Reviewed the cost analysis provided by the User Department and determined the following:
   □ leveraging benefits of volume purchasing
   □ volume discounts
   □ service delivery requirement advantages
   □ reduction of cycle times
   □ enhanced service specification

4. Are the need(s) of the User Department met/achieved with the cooperative purchasing/statewide/GSA contract? □x Yes □ No

5. Is the entity is authorized to conduct/transact business in the State of Georgia?
   xYes □ No

6. If applicable, is the entity in compliance with the Georgia Security and Immigration Act (E-Verify)? □ Yes □ No

7. When applicable, if the contract is for services or professional services is the entity capable of providing Certificate of Insurance? □ Yes □ No

Performance Evaluation Details

ID	E1
Project	Telecommunication Services in
Project Number	SWC98000- MNS1-0000001102 GTA
Supplier	A.T. Equipment Sales Corporation
Supplier Project Contact	George Tischler (preferred language: English)
Performance Program	Professional Services
Evaluation Period	07/01/2023 to 09/30/2023
Effective Date	11/16/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	11/16/2023 08:47 AM EST
Completion Date	11/16/2023 08:47 AM EST
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 Overall performance by this vendor over the past year has been satisfactory – communication and availability are key areas that we have noticed are only average and need to be improved upon.

SCHEDULE **14/20**

Rating

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

Comments Overall performance by this vendor over the past year has been satisfactory – communication and availability are key areas that we have noticed are only average and need to be improved upon.

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 Overall performance by this vendor over the past year has been satisfactory – communication and availability are key areas that we have noticed are only average and need to be improved upon.

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 Overall performance by this vendor over the past year has been satisfactory – communication and availability are key areas that we have noticed are only average and need to be improved upon.

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 Overall performance by this vendor over the past year has been satisfactory – communication and availability are key areas that we have noticed are only average and need to be improved upon.

GENERAL COMMENTS

Comments *Not Specified*

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AMENDMENT No. 05 TO
ENTERPRISE AGREEMENT FOR EQUIPMENT AND SERVICES AGREEMENT

CONTRACT NUMBER 98000-GTA Direct-CONTRACT-4666-ATT

This Amendment No. 05 (the "Amendment No. 05") is made this 8th day of June, 2023, by and between the **GEORGIA TECHNOLOGY AUTHORITY** ("GTA") and **AT&T CORP.** ("Contractor"), a New York corporation (each a "Party" and, collectively the "Parties").

WHEREAS, heretofore GTA entered into that certain Agreement for Services effective on October 26, 2020 (the "Agreement"), with respect to certain services to be provided to GTA by Contractor, as more particularly described therein, as amended by the following amendment collectively, the 98000-GTADirect Contract-4666-ATT and all the Amendments hereinafter referred to as the "Agreement":

Amendment No. 01, entered into on September 24, 2020;
Amendment No. 02, entered into on November 30, 2020;
Amendment No. 03, entered into on May 21, 2021; and
Amendment No. 04, entered into on December 12, 2022.

WHEREAS, the Parties wish to amend the Agreement to reflect certain changes.

NOW, THEREFORE, in consideration of the promises, the terms and conditions stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Term. The Agreement is hereby amended by extending the term from July 1, 2023 until June 30, 2024.

2. 14.10 Notice. The content of Section 14.10 of the Agreement is deleted and replaced with the new content below:

   Any notice required or permitted under this MSA shall be in writing sent to the addressee listed below, and will be effective upon receipt as demonstrated by reliable written confirmation (for example, certified mail receipt, courier receipt or facsimile receipt confirmation sheet). Each Party may change its addressee information by notice pursuant to this provision.

To GTA	To Service Provider
Georgia Technology Authority	AT&T Corp.
47 Trinity	1057 Lenox Park Blvd.
Atlanta, GA 30334-9006	Atlanta, GA 30319
Attn: Contract Manager	Attn: David Walker
Telephone: (404) 463-2300	Telephone (404) 356-4520
Fax: (404) 651-5333	Email: david.walker@att.com

3. Definitions. All capitalized terms used herein and not expressly defined herein shall have the respective meanings given to such terms in the Agreement.

DocuSign Envelope ID: 3FF35AD0-2D11-4DFB-6F6F-EC1D64CC6831

4. Successors and Assigns. This Amendment No. 05 shall be binding upon and inure to the benefit of successors and permitted assigns of the parties hereto.

5. Entire Agreement. Except as expressly modified by this Amendment No. 05, the Agreement shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations of the parties. This Amendment No. 05 and the Agreement, 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 No. 05 to be duly executed by their authorized representatives as of the date set forth above.

AT&T CORP.

By: _____

Name: Phil Nelson

Title: Sales Manager

Date: 6/8/2023

GEORGIA TECHNOLOGY AUTHORITY

DocuSigned by:

By: Mark Albright
C33497EBE4CB48B...

Name: Mark Albright

Title: Customer Experience Officer

Date: 6/12/2023

DocuSign Envelope ID: 3FF35AD0-2D11-4DFB-6F6F-EC1D64CC6831

EXHIBIT A

Contractor Affirmations
Scrutinized Companies – O.C.G.A. § 50-5-84

Any Supplier that currently and/or previously, within the last three years, has had business activities or other operations outside of the United States, must certify that it is not a "scrutinized company."

A **scrutinized company** is a company conducting business operations in Sudan, that is involved in power production activities, mineral extraction activities, oil- related activities, or the production of military equipment, but excludes a company which can demonstrate any of the following exceptions noted in O.C.G.A. § 50-5-84. False certification hereunder may result in civil penalties, contract termination, ineligibility to bid on a state contract for three or more years, and/or any other available remedy.

Additionally, a **scrutinized company** is defined as any sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit owned or operated by the Government of China, Russia or Belarus.

If the Supplier is a scrutinized company, the Supplier shall not be eligible to bid on or submit a proposal for a contract with a State Entity unless the Department of Administrative Services (DOAS) makes a determination that it is in the best interest of the State to permit the scrutinized company to submit a bid or proposal. Any scrutinized company desiring DOAS to make such a determination should contact DOAS and GTA Procurement immediately.

Please initial below which statement applies to your company:

__X__ I certify that my company is **NOT** a "scrutinized company."

____ I certify that my company **IS** a "scrutinized company."

____ I certify that my company has requested and received written permission from DOAS to submit a response to an RFP/RFQC in accordance with O.C.G.A. § 50-5-84.

Vendor Name: AT&T CORP

Contract Number: 98000-GTADirect-Contract-4666-ATT

Signed by: _____

Email: pn2576@att.com

DocuSign Envelope ID: 3FF35AD0-2D11-4DFB-6F6F-EC1D64CC6831

EXHIBIT B

Contractor Affirmations
Boycott of Israel - O.C.G.A. § 50-5-85

Any Supplier that currently and/or previously, within the last three years, has had business activities or other operations outside of the United States, must certify that it has not nor will engage in a "Boycott of Israel." The State of Georgia passed a law that requires our current and future supplier certify that they will not boycott Israel in accordance with O.C.G.A. § 50-5-85.

"Supplier certifies that the Supplier is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85."

False certification hereunder may result in civil penalties, contract termination, ineligibility to bid on a state contract for three or more years, and/or any other available remedy.
If the Supplier is engaged in or has previously participated in a boycott of Israel, the Supplier shall not be eligible to bid on or submit a proposal for a contract with a State Entity unless the Department of Administrative Services (DOAS) makes a determination that it is in the best interest of the State to permit that company to submit a bid or proposal. Any company that has engaged in a boycott of Israel desiring DOAS to make such a determination should contact DOAS and GTA Procurement immediately.

Please initial below which statement applies to your company:

__X_ I certify that my company is **NOT** engaged in a boycott of Israel.

____ I certify that my company **IS** engaged in a boycott of Israel.

____ I certify that my company has requested and received written permission from DOAS to submit a response to an RFP/RFQC in accordance with O.C.G.A. § 50-5-85.

Vendor Name: AT&T Corp

Contract Number: 98000-GTADirect-CONTRACT-4666-ATT

Signed by: _____

Email: pn2576@att.com

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0952 **Meeting Date:** 12/20/2023

Department
Information Technology

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to utilize cooperative purchasing - Information Technology, City of Atlanta, SP-S/DAIM/2210-1230127, On-Call IT Services, in an amount not to exceed $750,000.00 with uWork.com, Inc. d/b/a Covendis Technologies, Inc., (Atlanta, GA) to provide support for IT services and operation. Effective January 1, 2024, through August 11, 2024.

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 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 FCIT has challenges with attrition and quickly staffing critical positions which leads to infrastructure and operational stability issues. To resolve these issues, FCIT is seeking to partner with uWork.com, Inc. to augment its talent pool.

Scope of Work: Immediate acquisition of critical resources to address risks and negative impact as well as a staffing model needed to support Fulton County IT services and operations. The critical resources are listed below:

1. Database Architect
2. Web Systems Engineer/Senior Intranet Specialist
3. Applications Support (Analyst or Engineer)
4. Datacenter Operations Engineer
5. Network Engineer
6. Storage and Compute Engineer/Systems Engineer
7. Endpoint Support Engineer
8. Program Project Manager
9. Business Analyst
10. Vendor Relationship Manager
11. Organization Change Manager
12. Training Coordinator

Community Impact: None

Department Recommendation: The Department of Information Technology recommends approval.

Project Implications: This contract will ensure the continuity of IT operations.

Community Issues/Concerns: No community issues or concerns

Department Issues/Concerns: There are no department concerns with this request.

Contract Modification: This is a new request.

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

N/A

Exhibits Attached

Exhibit 1: City of Atlanta Legislation, Renewal 1
Exhibit 2: FY2024 Covendis Scope of Work
Exhibit 3: Performance Evaluation

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

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

Contract Attached

No

Previous Contracts

Yes

Agenda Item No.: 23-0952 **Meeting Date:** 12/20/2023

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$750,000.00
TOTAL:	$750,000.00

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:

100-220-2205-1160: General, Information Technology, Professional Services

Key Contract Terms	
Start Date: 1/1/2024	**End Date:** 8/11/2024
Cost Adjustment:	**Renewal/Extension Terms**:

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?
Yes

Report Period Start: **7/1/2023**

Report Period End: **9/30/2023**

CITY COUNCIL
ATLANTA, GEORGIA

23-R-3655

A SUBSTITUTE RESOLUTION BY FINANCE/EXECUTIVE COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO EXERCISE THE FIRST RENEWAL OPTION FOR SPECIAL PROCUREMENT AGREEMENT SPS/DAIM/2210-123017, COVENDIS ON-CALL IT SERVICES WITH UWORK.COM, INC. DBA COVENDIS TECHNOLOGIES, INC., ON BEHALF OF THE DEPARTMENT OF ATLANTA INFORMATION MANAGEMENT, FOR ONE (1) YEAR, EFFECTIVE AUGUST 12, 2023 THROUGH AUGUST 11, 2024, IN AN AMOUNT NOT TO EXCEED FOUR MILLION EIGHT HUNDRED THIRTY-FIVE THOUSAND SIX HUNDRED DOLLARS AND ZERO CENTS ($4,835,600.00); ALL CONTRACTED WORK WILL BE CHARGED TO AND PAID FROM THE FUND DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER LISTED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, the Chief Information Officer of the Department of Atlanta Information Management identified the need for temporary information technology staffing vendor managed services related to customized web-based research and advisory services ("Services"); and

WHEREAS, pursuant to Ordinance No. 22-O-1830, on August 12, 2022, the City of Atlanta ("City") entered into Special Procurement Agreement, SPS/DAIM/2210-123017, Covendis On-Call IT Services with uWork.com Inc. dba Covendis Technologies, Inc., in an amount not to exceed Three Million Nine Hundred Twenty-Three Thousand Dollars and Zero Cents ($3,923,000.00); and

WHEREAS, the initial term of the Agreement was for one (1) year with two (2) one (1) year renewal options, effective August 12, 2022 to August 11, 2023; and

WHEREAS, pursuant to Resolution 23-R-3302, adopted by the Atlanta City Council on March 20, 2023 and approved per City Charter Section 2-2403 on March 29, 2023 the City executed the first amendment to the Agreement, to add funding in an amount not to exceed Two Million Nine Hundred Thirty-Six Thousand Dollars and Zero Cents ($2,936,000.00); including the ARPA funds; and

WHEREAS, the Term of the Agreement will expire on August 11, 2023; and

WHEREAS, Covendis continues to satisfactorily perform under the Agreement; and

WHEREAS, the Chief Information Officer of the Department of Atlanta Information Management and the Chief Procurement Officer recommend exercising the first renewal option under the Agreement, on behalf of the Department of Atlanta Information Management, for a term of one (1) year, effective August 12, 2023 through August 11, 2024, in an amount not to exceed Four Million Eight Hundred Thirty-Five Thousand Six Hundred Dollars and Zero Cents ($4,835,600.00); and

WHEREAS, the Chief Procurement Officer certifies that any organizational and personal relationships disclosed by uWork.com Inc. dba Covendis Technologies, Inc. have been considered in accordance with Section 2-1214 of the City of Atlanta Code of Ordinances and the amendment to the agreement is appropriate.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

ATLANTA, GEORGIA, that the Mayor or his designee, is authorized to exercise the first renewal option under SPS/DAIM/2210-123017, Covendis On-Call IT Services with uWork.com Inc. dba Covendis Technologies, Inc, on behalf of the Department of Atlanta Information Management, in an amount not to exceed Four Million Eight Hundred Thirty-Five Thousand Six Hundred Dollars and Zero Cents ($4,835,600.00).

BE IT FURTHER RESOLVED, that the Term of the first renewal option is one (1) year(s), effective August 12, 2023 through August 11, 2024 and there is one (1) renewal option(s) remaining under the Agreement.

BE IT FURTHER RESOLVED, the work shall be charged to and paid from the following Fund, Department Organization, Account, and Function Activity ("FDOA") numbers:

Department	FDOA	Amount
AIM	1001.050207.5212001.1535000	$1,400,000.00
DOA	5501.180107.5212001.7563000	$2,000,000.00
DOA	5502.180107.5212001.7563000	$700,000.00
APD	1001.240401.5213001.3223000	$200,000.00
DPW (SW)	5401.050207.5213001.1535000	$35,000.00
DPW (Fleet)	130402.5212001.159000	$15,000.00
ATLDOT (Commissioner's Office)	1001.330101.5212001.4210000	$15,600.00
ATLDOT (Transportation)	1001.330401.5213001.421000	$70,000.00
DWM	5051.170113.5212001.1535000	$350,000.00
Mayor's Office - Safe & Secure Housing program	7701.040301.5212001.1320000.600465.69999	$50,000.00

BE IT FURTHER RESOLVED, the Chief Procurement Officer, in consultation with the City Attorney, is directed to prepare all appropriate documents for execution by the Mayor, or his designee.

BE IT FINALLY RESOLVED, the first amendment will not become binding on the City and the City will incur no obligation or liability under the same until it has been approved as to form by the City Attorney, or her designee, executed by the Mayor, or his designee, attested to by the Municipal Clerk and delivered to Covendis.

A true copy,

A. Vanessa Waldon
Municipal Clerk

ADOPTED by the Atlanta City Council **JUN 05, 2023**
APPROVED per City Charter Section 2-403 **JUN 14, 2023**

A SUBSTITUTE RESOLUTION BY FINANCE/EXECUTIVE COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO EXERCISE THE FIRST RENEWAL OPTION FOR SPECIAL PROCUREMENT AGREEMENT SPS/DAIM/2210-123017, COVENDIS ON-CALL IT SERVICES WITH UWORK.COM, INC. DBA COVENDIS TECHNOLOGIES, INC., ON BEHALF OF THE DEPARTMENT OF ATLANTA INFORMATION MANAGEMENT, FOR ONE (1) YEAR, EFFECTIVE AUGUST 12, 2023 THROUGH AUGUST 11, 2024, IN AN AMOUNT NOT TO EXCEED FOUR MILLION EIGHT HUNDRED THIRTY-FIVE THOUSAND SIX HUNDRED DOLLARS AND ZERO CENTS ($4,835,600.00); ALL CONTRACTED WORK WILL BE CHARGED TO AND PAID FROM THE FUND DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER LISTED HEREIN; AND FOR OTHER PURPOSES.

Workflow List:

Jason Sankey	Completed	05/09/2023 3:00 PM
Tracey Hackett	Completed	05/09/2023 3:48 PM
Finance	Completed	05/10/2023 4:37 PM
Atlanta Information Management (AIM)	Completed	05/10/2023 5:14 PM
Procurement	Completed	05/11/2023 1:58 PM
Jaideep Majumdar	Completed	05/11/2023 5:45 PM
Mayor's Office	Completed	05/12/2023 10:33 AM
Office of Research and Policy Analysis	Completed	05/16/2023 1:33 PM
Finance/Executive Committee	Completed	05/24/2023 1:00 PM
Atlanta City Council	Completed	06/05/2023 1:00 PM
Atlanta City Council	Completed	06/05/2023 1:00 PM

HISTORY:

05/24/23	Finance/Executive Committee	FAVORABLE ON SUBSTITUTE

RESULT:	**FAVORABLE ON SUBSTITUTE [UNANIMOUS]**	**Next: 6/5/2023 1:00 PM**
MOVER:	Howard Shook, District 7	
SECONDER:	Alex Wan, Chair, District 6	
AYES:	Wan, Bakhtiari, Hillis, Overstreet, Shook, Westmoreland, Winston	

06/05/2023	Atlanta City Council	ADOPTED SUBSTITUTE

LEGISLATION HISTORY – BLUE BACK

RESULT:	**ADOPTED SUBSTITUTE BY CONSENT VOTE [13 TO 0]**
MOVER:	Alex Wan, Councilmember, District 6
SECONDER:	Marci Collier Overstreet, Councilmember, District 11
AYES:	Bond, Westmoreland, Waites, Winston, Farokhi, Amos, Wan, Shook, Norwood, Hillis, Boone, Overstreet, Lewis
AWAY:	Jason Dozier, Liliana Bakhtiari

Certified by Presiding Officer	Certified by Clerk
CERTIFIED 6/5/2023 ATLANTA CITY COUNCIL PRESIDENT Doug Shipman	CERTIFIED 6/5/2023 MUNICIPAL CLERK A. Vanessa Valdez
Mayor's Action *See Authentication Page Attachment*	

ADOPTED BY COUNCIL

06/05/2023

MAYOR' S ACTION AUTHENTICATION PAGE

23-R-3655
Adopted by the Atlanta City Council
June 5, 2023

APPROVED

JUN 14 2023

WITHOUT SIGNATURE
BY OPERATION OF LAW

MAYOR'S ACTION

ATTACHMENT A

SCOPE OF WORK

Scope of Services

The Contractor shall provide On-Call IT Services for the Fulton County Department of Information Technology.

A. The contractor shall provide the temporary staffing positions detailed in Attachment C as well as other critical positions determined by the Chief Information Officer to address business continuity and operations.

B. Normal Hours of Work

Normal business hours are 8:30 AM to 5:00 PM, Monday through Friday. Completed. Exceptions to these hours (including holidays, Saturdays, and Sundays) must have prior written approval of the County.

C. Observed Holidays

The County observes the following holidays (see Exhibit 1):

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veteran's Day
Memorial Day	Thanksgiving
Juneteenth Day	Christmas
Independence Day	New Year's Eve

D. Pay Period

The Contractor's pay periods shall coincide with the County's pay periods (See Exhibit 1).

E. Automated Time and Attendance System

The Agency must utilize an automated time and attendance system to document employees' time and attendance.

F. Dashboard

The contractor shall provide the County with access to the Dashboard to track recruitment and on-boarding efforts.

G. Reporting Responsibility

The Contractor will report directly to the Chief Information Officer of the Department of Information Technology or his designated representative.

H. Work Locations

Temporary Staff positions identified will report to the locations as directed by the County.

I. Contractor shall provide information technology (IT) vendor managed services. The IT vendor managed service is the provision and management of an organization's contingent workforce by Contractor using an end-to-end web-based technology solution. Typical responsibilities of Contractor will include overall program management, reporting and tracking, resource acquisition, performance oversight, need analysis and consultation, consolidated billing, and help desk support.

Web Based Solution

- The Contractor shall implement and maintain a customized web-based vendor management solution, which should be provided as a service and not as a licensed software that minimally includes the following capabilities:

    - IT professional staffing search and recruitment capabilities, including specialized and niche IT area.
    - IT professional candidate resume submission and selection capabilities.
    - IT professional candidate ranking capabilities.
    - Reporting capabilities for both standard and ad hoc reports
    - On-line search and query functions
    - Ability to capture and manage expenditures.
    - Ability to track, monitor and manage IT professional performance.
    - Customization to meet needs.
    - Timekeeping and invoicing functionality
    - Ability to complete, approve and transmit SOW to contractor.
    - Maintain active links to contractor's service level agreements, escalation policy, procedure, and contact information.
    - Contractor performance feedback capability
    - Other capabilities related to services as requested.

- Contactor shall provide qualified, competent, licensed, and certified IT professionals with the specific technical expertise, experience, licenses, certifications, and other qualifications requested.

- In cases where special licenses, accreditations, or certification within five business days upon request.

- Contractor shall require any IT professional provided by Contractor to adhere to FCIT and standards.

- Contractor shall submit billing to include frequency minimally, billing must include:
    - Contractor federal tax identification number
    - Purchase order number

- IT professional's name and position
- Actual hours worked (billed)
- Hourly rate billed
- Vendor management services fee

- The contractor is solely responsible for the payment of all salaries, wages, bonuses, social security, taxes, federal and state unemployment insurance, lability and workers' compensation, employee benefits, and all taxes related to IT professionals. The contractor is solely responsible for compliance with all applicable laws relating to its employees, such as wages and hour laws, safety and health requirements and collective bargaining laws, policies, and standards.

Ordering

- Request for services or deliverables must be submitted in the form of a SOW through Contractor's vendor management solution. The contractor shall prepare a written proposal with pricing and transmit it to the requesting entity within five days of the request being submitted.

Requirements for Statements of Work

- Each SOW must, at a minimum, set forth the following:
  - Hours, schedule, location of workplace
  - Clearly defined milestones and deliverables (services) to be provided by Contractor
  - FCIT requirement for reporting requirements
  - Documents required from the Contractor (reports, manuals, analysis, other documentation as identified by FCIT)
  - Applicable technical standards required
  - FCIT policies and procedures
  - Applicable time frames or implementation schedule for the deliverable and services
  - Evaluation, testing, and acceptance requirements
  - Cost of the deliverables and services per product and pricing schedule, and a payment schedule for the same
  - Position title and name of IT professional(s) performing under SOW
  - Support and maintenance obligations, if required
  - Additional background checks if warranted
- Revisions outside of the scope of the SOW or changing the scope of the SOW will not be allowed. A new SOW must be submitted and approved by all parties.
- Replacement of IT Professional
  - If an IT professional currently performing work separates from the Contractor's employment, the Contractor shall notify FCIT as soon as it becomes aware of said IT professional's departure or ten business days advance notification, whichever is longer. The contractor shall notify FCIT in writing within twenty-four hours in the event of anticipated departure of an IT professional.

- At FCIT's discretion, the Contractor will replace any IT professional with an equally or more experienced IT professional at no additional cost. The Contractor shall submit to FCIT, no later than two business days after the removal of an IT professional, the cost value of the proposed replacement IT professional and such information as FCIT may request for review prior to having the IT professional begin to perform. The Contractor shall also arrange for orderly and timely transfer of knowledge related to the IT professional assignment(s).

- Upon receipt of written notice of replacement or removal of the IT professional, the Contractor shall immediately re-direct the IT professional's duties relative to FCIT in accordance with the requirement or the notice and if requested, deliver to FCIT all records as may have been accumulated by the IT professional in performance, whether completed or in progress.

- If Contractor provided IT professionals fails to perform or is found to lack the basic skills for which she/he was selected, or the Contractor dismisses any IT professional prior to the end date specified in the purchase order, FCIT shall receive a credit based on the following table:

Number of Workday(s) by the IT Professional (1 through 20 days)
Calculation of Customer Credits
Credit for total charges of actual days worked or ten days, whichever is less.

1 through 20 days Requesting | Hiring State Entity Responsibility

- FCIT shall have the right to interview any potential IT professional candidate to determine their ability to perform the services per the SOW request.

- FCIT shall provide all necessary supplies, equipment, workspace, and parking for the IT professional.

- FCIT shall pay the Contractor for hours worked when a Contractor provides personnel on a specified date and time, and the Contractor's personnel appears on time to perform the specified services.

- FCIT shall have the right to accept or reject any IT professional provided by the Contractor at any time with or without cause. Relationship of IT Professionals to FCIT

- Contractor and the IT professional do not constitute employees of FCIT and shall not be eligible for any compensation, pension, health care or other similar benefits to which an employee may be eligible to receive, regardless of the duration of the IT professional's working relationship with FCIT or any similarity, intentional or otherwise, to an existing classified job description.

- Contractor and IT professional shall identify themselves as Contractor. Contractor and IT professional shall include such designation as part of their email signature. FCIT shall communicate with any relevant parties that the Contractor or IT professional is serving in a consulting capacity and is not an FCIT employee.

Resource Needed	FCIT Team
Database Architect	Applications
Web Systems Engineer/Senior Intranet Specialist	Applications
Applications Support (Analyst or Engineer)	Applications
Datacenter Operations Engineer	Datacenter Operations
Network Engineer	Network
Storage and Compute Engineer/Systems Engineer	Infrastructure/Servers
Endpoint Support Engineer	Endpoint
Program Project Manager	Project Management Office "PMO"
Business Analyst	Project Management Office "PMO"
Vendor Relationship Manager	Administration
Organization Change Manager	Business Relationship/Organizational Change
Training Coordinator	Business Relationship/Organizational Change

ATTACHMENT C

SERVICE LEVEL AGREEMENT

Georgia

SERVICE LEVEL AGREEMENT

Scope of Work Requirement	Performance Goal	Reporting Requirement
Requisition to selection ratio Average time to submit at least three (3) and no more than five (5) qualified candidates.	Three (3) business days.	Quarterly
Selected candidates will be available to start and assignment in no more than two (2) weeks.	Pre-employment Screening will be completed within two (2) weeks of the selection.	Quarterly
Selected candidate will not be released within 1 week, due to misrepresentation of qualifications.	95% Satisfaction	Quarterly
Employee will provide no less than a two (2) week notice when ending an active assignment before the agreed upon end date.	95% Compliance	Quarterly
A replacement resource will be provided with a gap of no more than three (3) business days.	95% Compliance	Quarterly
Contract compliance with state and federal employment regulations, contractor performance, employment regulations, taxes, and insurance.	100% Compliance	Annual audit report submitted to the DOAS Contract Administrator (unless otherwise requested)
Customer satisfaction results measuring effectiveness and responsiveness of Supplier to providing services within the scope of this contract.	No less than 90% Satisfaction	Quarterly
Supplier shall provide Contingent Workforce Labor to all current and potential sites within the Georgia for all job categories and must have strategies to meet employment demands rural and metro cities and counties. The quality of candidates must be consistent throughout the entire State.	No less than 90% Satisfaction	Quarterly
The supplier shall have a process to monitor for overcharges and to provide credits to the authorized user within no more than seven (7) business days.	100% Compliance	Quarterly

Performance Evaluation Details

ID	E1
Project	On-Call IT Services
Project Number	SP-S/DAIM/2210-1230127
Supplier	uWork.com, Inc.
Supplier Project Contact	Barbee Taylor (preferred language: English)
Performance Program	Professional Services
Evaluation Period	07/01/2023 to 09/30/2023
Effective Date	12/07/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	12/07/2023 10:36 AM EST
Completion Date	12/07/2023 10:36 AM EST
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*

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0953 **Meeting Date:** 12/20/2023

Department
External Affairs

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a recommended proposal - External Affairs, 23RFP139170A-CJC, Communication and Engagement Services with AVA Top Right, LLC (Atlanta, GA), in an amount not to exceed $407,875.00 to provide communication and engagement support services effective January 1, 2024, through December 31, 2024, with three renewal options.

Requirement for Board Action In accordance with the Purchasing Code Sections 102-374 or 102-375, all competitive sealed proposals shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*
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 Department of External Affairs seeks to engage an agency to support major organizational communications initiatives, including both communications and engagement support to raise awareness of major initiatives and create information tools with accurate, timely messages for Fulton County residents.

Scope of Work: The firm will be responsible for Communications and Engagement support to support major Fulton County initiatives, including justice / public safety and health / human services.

The work will include:

- Communications Research - Review of materials, previous media coverage, stakeholder interviews, and social listening activities
- Strategy / Message Development - Based on research activities, develop communication and engagement strategies including identification of stakeholders and message mapping. The firm will be an active partner in execution of communication and engagement strategies.
- Community Engagement Framework Development & Implementation
- Media Relations - Development of a robust media relations plan. Execution of plan to include story pitching / placement, response to media inquiries, and other media relations strategies & tools.
- Strategies, message development, templates to address emergencies and unforeseen circumstances.
- Project Management - Tracking of deliverables and impact measurement

Community Impact: Fulton County residents and stakeholders will benefit from improved access to accurate, timely and fact-based information tools for major initiatives, including justice and public safety, healthcare access / mental health access, and more.

Department Recommendation: Recommend Approval

Project Implications: This project will support a range of projects across the organization, notably in the area of justice and public safety and health access - two of the greatest areas of concern facing Fulton County Government and our constituents today.

Community Issues/Concerns: None

Department Issues/Concerns: None

Contract Modification: This is a new procurement

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

Contract Value: **407,875.00**

Prime Vendor: **AVA Top Right, LLC**
Prime Status: **Non-Minority**
Location: **Atlanta, GA**
County: **Fulton County**
Prime Value: **$326,300.00 or 80.00%**

Subcontractor: **Cookery PR**
Subcontractor Status: **White Female Business Enterprise**
Location: **Atlanta, GA**
County: **Fulton County**

Agenda Item No.: 23-0953 **Meeting Date:** 12/20/2023

Contract Value: **$81,575.00 or 20.00%**

Total Contract Value: **$407,875.00 or 100.00%**
Total Certified Value: **$81,575.00 or 20.00%**

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

Exhibit 1: Evaluation Committee Recommendation Letter
Exhibit 2: Vendor Performance Report

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

Jessica Corbitt, Director, External Affairs, (404) 612-8303

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount:	
Previous Adjustments:	
This Request:	$407,875.00
TOTAL:	$407,875.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

Agenda Item No.: 23-0953 **Meeting Date:** 12/20/2023

100-999-S200-1160: General, External Affairs, Professional Services, $407,875.00

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

Overall Contractor Performance Rating: New Vendor

Would you select/recommend this vendor again?
Choose an item.

Report Period Start: **Report Period End:**

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FULTON COUNTY

INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Director
Department of Purchasing & Contract Compliance

FROM: Evaluation Committee Recommendation Letter

DATE: 10/17/2023

PROJECT: 23RFP139170A-CJC, Communication and Engagement Services

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of the Fulton County State Court.

One (3) qualified firm submitted proposals for evaluation and consideration for award of this project:

1. AVA Top Right, LLC
2. Pivot Path, LLC
3. Trevelino Keller Communications

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by AVA Top Right, LLC. with a total score of 81.09%, is the recommended vendor for the award of 23RFP139170A-CJC, Communication Engagement Services.

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The Evaluation Committee members attest that each member scored each proposal independently in accordance with the evaluation criteria set forth in the Request for Proposal and that their individual score is a part of the final scores in the attached Evaluation Matrix.

SELECTION COMMITTEE MEMBERS:

DocuSigned by:
Jessica Corbitt
06EFC656439C4F9...
_____
Jessica Corbitt, Director
External Affairs

DocuSigned by:
Mike Rowicki
8B364A681F694F0...
_____
Mike Rowicki, Assistant to the Chief Strategy Officer
Office of the County Manager

DocuSigned by:
Regina Waller
4BAEA3A6F14149A...
_____
Regina Waller, Communication Division Manager
External Affairs

DocuSign Envelope ID: B16CA04B-AE42-4B16-AE67-A80CFD4FCE4E

EVALUATION CRITERIA	WEIGHT	AVA Top Right, LLC	Pivot Path, LLC	Trevelino Keller Communications
Project Plan/Approach to Work	**23.00%**	**21.08%**	**19.17%**	**15.33%**
Qualifications of Key Personnel	**20.00%**	**16.67%**	**16.67%**	**15.00%**
Relevant Project Experience/Past Performance	**25.00%**	**20.83%**	**16.67%**	**18.75%**
Availability of Key Personnel	**15.00%**	**10.00%**	**11.25%**	**8.75%**
Local Preference	**5%**	**5.0%**	**0.0%**	**5.0%**
Service-Disabled Veterans Preference	**2%**	**0.0%**	**0.0%**	**0.0%**
Cost Proposal	**10%**	**7.50%**	**10.0%**	**7.65%**
TOTAL SCORE:	**100%**	**81.09%**	**73.75%**	**70.48%**

**To sum Total Score columns, highlight the row and press F9*

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INTEROFFICE MEMORANDUM

FULTON COUNTY

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

THROUGH:

FROM: Jessica Corbitt, Director, External Affairs

DATE: November 8, 2023

SUBJECT: 23RFP139170A-CJC, Communication and Engagement Services

Hello Felicia,

AVA-TopRight, LLC is not a current vendor of the Department of External Affairs. This vendor is not now and has not previously conducted communications and engagement services on behalf of Fulton County Government.

Please let me know if you have any questions or concerns regarding this transaction. Thank you for your consideration.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0899 **Meeting Date:** 12/20/2023

Department
Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 23ITB138287C-JNJ, Asphalt/Concrete Pavement Maintenance and Repair Services in an amount not to exceed $200,000.00 with Complete Contracting Partners, LLC, (Austell, GA) to provide asphalt/concrete pavement maintenance and repair services on an “as needed” basis for Fulton County. Effective dates: January 1, 2024, through December 31, 2024, with two renewal options. **(HELD ON 12/6/23)**

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-373, all competitive sealed bids of more than $100,000.00 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*
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 contract furnishes all materials, labor, tools, equipment, and appurtenances necessary to provide asphalt/concrete pavement maintenance and repair services on an “as needed” basis for Fulton County.

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

(A) Asphalt Maintenance and Repair

- Asphalt Milling Overlay
- Potholes Repair

(B) Asphalt Seal Coating and Crack Repair
(C) Pavement Striping, Stenciling and Wheel Stops
(D) Concrete Maintenance and Repair

- Driveway Apron Replacement
- Drive Apron Repair
- Sidewalk Repair
- New Sidewalk
- New Steps
- Concrete Curb and Cutter Replacement

Community Impact: The work performed under this contracdt provides the ability to preserve and extend the life of the concrete pavement at County-own properties.

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

Procedure for Basis of Award:

The recommendation for the award is based on the bidders' abilities to provide complete cost according to the sample projects provided by calculating the given square/or linear footage times the annual usage for each of the required maintenance repair services, such as: asphalt maintenance; asphalt seal coating and crack repair; pavement striping; and concrete maintenance repairs. The Total Base Bid Amount determined the lowest responsible and responsive bidder(s) for this award to provide Asphalt /Concrete Pavement Maintenance and Repair Services for Fulton County for FY2024.

This is a Standby Contract that is dependent on the availability of resources provided as part of DREAM Pay as You Go capital program, FCURA bond, and end-user/departmental operating/capital funding as identified and adopted for FY2024.

This is a time and material contract. The requested spending authority in the total amount of $200,000.00 covers the cost for materials and labor hours for the maintenance and repairs for asphalt/concrete pavement for FY2024.

Project Implications: This contract requires specialty tools, equipment, training, and skills. If not immediately repaired, over time the structure of the asphalt and pavement surfaces will weaken and could cause damage to the County and patron vehicles at these County-own facilities.

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

Department Issues/Concerns: If this new contract is not approved, the County cannot provide asphalt/concrete pavement maintenance and repair services for County-owned facilities for FY2024.

Agenda Item No.: 23-0899 **Meeting Date:** 12/20/2023

Contract Modification: This is a new procurement.

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

Contract Value: **$200,000.00**

Prime Vendor: **Complete Contracting Partners, LLC**
Prime Status: **African American Male Business Enterprise**
Location: **Austell, GA**
County: **Cobb County**
Prime Value: **$160,000.00 or 80.00%**

Subcontractor: **CGC (Collins General Construction)**
Subcontractor Status: **African American Male Business Enterprise**
Location: **Atlanta, GA**
County: **Fulton County**
Contract Value: **$40,000.00 or 20.00%**

Total Contract Value: **$200,000.00 or 100.00%**
Total Certified Value: **$200,000.00 or 100.00%**

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

Exhibit 1: Bid Tabulation Sheet
Exhibit 2: Contractor's Performance Report
Exhibit 3: Department Recommendation Memo

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: $0.00
Previous Adjustments: $0.00
This Request: $200,000.00
TOTAL: $200,000.00

Agenda Item No.: 23-0899 **Meeting Date:** 12/20/2023

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 -$200,000.00 This is a Standby Contract that is dependent on the availability of resources provided as part of DREAM Pay as You Go capital program, FCURA bond, and end-user/departmental operating/capital funding as identified" adopted for FY2024. Purchase Order will be guided by the available adopted FY2024 Pay as you Go funding.

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

Overall Contractor Performance Rating: 72

Would you select/recommend this vendor again?
Yes

Report Period Start: **4/1/2023**

Report Period End: **6/30/2023**

BID TABULATION SHEET

BID NUMBER# 23ITB138287C-JNJ	OPENING DATE: 4/25/2023	PAGE NUMBER:	1 of 1
BID DESCRIPTION: Asphalt/Concrete Pavement Maintenance and Repair Service			
REQUESTING DEPARTMENT: Real Estate and Asset Management			

				VENDOR CODE		VENDOR CODE		CONTACT VENDOR CODE		VENDOR CODE		
				VENDOR NAME		VENDOR NAME		VENDOR NAME		VENDOR NAME		
				Complete Contracting Partners		Magnum Paving LLC		The M Mitchell Group LLC		DAF Concrete		
				ADDRESS		ADDRESS		ADDRESS		ADDRESS		
				3721 New Macland Road, Powder Springs,Ga 30127		125 Baker Industrial Court Villa Rica, GA 30180		167 Watson Street Carrollton Ga,30117		9160 Turner Road Jonesboro Ga 30236		
				TELEPHONE		TELEPHONE		TELEPHONE		TELEPHONE		
				404-409-6145		770-919-0911		678-664-0293		770-629-4036		
				CONTACT:		CONTACT:		CONTACT:		CONTACT:		
				Anquison Collins		Tyler Dickenson				Antonio Sanchez		
UNIT	DESCRIPTION	Est. Annual Usage	Unit	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	
	SECTION 1: ASPHALT MAINTENANCE AND REPAIR:											
A	**Area Repair:** Remove all asphalt and base from area 20' x 40' within a parking lot. Saw cut edges in a rectangular pattern and remove all material to a depth of 9". Remove all material from the site. Replace with 6" of compacted crusher run stone, 2" of binder and "1" of type "F" asphalt. Asphalt must be placed by a power paver with a heated screed. The temperature of the asphalt must be greater than 300 degrees Fahrenheit when placed. Roll asphalt smooth using a 3-5 ton roller to eliminate any ridges or depressions. Edges shall be flush to existing asphalt with no gaps or irregularities.	5	Sq. Yd	$ 6.25	$ 25,000.00	$ 40,000.00	$ 200,000.00			$ 6,000.00	$ 30,000.00	
B	**Asphalt Milling/Overlay: Cost per square yard for overlay based on a total project size of 750 square yards to 1,500 sq. yds**. A parking lot of 1,500 sq. yds has unevenness, high crack and alligator areas with loose asphalt material throughout. The solution is to mill a minimum of 1.5" depth of existing damaged asphalt and apply min 1.5" Per standard overlay material. For the purpose of this bid, assume that there are no holes to excavate and refill prior to beginning milling. Apply a liquid tack coat to enhance adhesion of Overlay to newly milled surface. Tack coat must be applied immediately prior to placing asphalt. Apply 1.5" of overlay and roll for compaction. Overlay material shall be delivered directly to the site and spread immediately while hot.	3,000	Sq. Yd	$ 24.00	$ 72,000.00	$ 30.00	$ 90,000.00			$ 30.00	$ 90,000.00	
	Asphalt Overlay: Cost per square yard for overlay based on a total project size of 1,500 square yards to 2,500 sq. yds.	3,000	Sq. Yd	$ 24.50	$ 73,500.00	$ 22.00	$ 66,000.00			$ 30.00	$ 90,000.00	
	Asphalt Overlay: Cost per square yard for overlay based on a total project size from 2,500-4,000 sq. yds.	4,000	Sq. Yd	$ 24.25	$ 97,000.00	$ 20.00	$ 80,000.00			$ 30.00	$ 120,000.00	
C	**Pothole Repair:** Remove all asphalt and base material from an area 4'x 4' from within a parking lot. Saw cut edges in a square pattern and remove all material to a depth of 8".	10	EA	$ 150.00	$ 1,500.00	$ 12,500.00	$ 125,000.00			$ 2,500.00	$ 25,000.00	
Section 1: Asphalt Maintenance and Repair Total (A-C) Total:					**$ 269,000.00**		**$ 561,000.00**				**$ 355,000.00**	
	SECTION 2: ASPHALT SEAL COATING AND CRACK REPAIR:											
A	**Cost per square yard for resealing based on a total project size of less than 1,500 square yards.**	7,000	Sq Yard	$ 2.35	$ 16,450.00	$ 5.00	$ 35,000.00			$ 5.00	$ 35,000.00	
B	**Cost per square yard for resealing based on a total project size from 1,500 to 3,000 square yards.**	7,000	Sq Yard	$ 2.35	$ 16,450.00	$ 4.00	$ 28,000.00			$ 5.00	$ 35,000.00	
C	**Cost per square yard for resealing based on a total project size of more than 4,000 square yards.**	7,000	Sq Yard	$ 2.15	$ 15,050.00	$ 3.50	$ 24,500.00			$ 5.00	$ 35,000.00	
Section 2: ASPHALT SEAL COATING AND CRACK REPAIR (A) Total:					**$ 47,950.00**		**$ 87,500.00**				**$ 105,000.00**	
Section 2 (D): CRACK REPAIR												
	Average Parking lot of 2,000 sq. yd. with 500' of cracks 1/2" wide or less and 500' ft. of cracks from 1/2" to 1" wide and 500 sq. ft. of alligator areas	Quantity										
1	**Cost LF (Cracks less than 1/2") 500 LF**	500		$ 1.35	$ 675.00	$ 4.00	$ 2,000.00			$ 1.50	$ 750.00	
2	**Cost In ft. (Cracks between 1/2" to 1") 500 LF**	500		$ 1.60	$ 800.00	$ 5.00	$ 2,500.00			$ 1.50	$ 750.00	
3	**Cost per Sq. Ft. (Alligator areas)**	500		$ 2.25	$ 1,125.00	$ 15.00	$ 7,500.00			$ 2.00	$ 1,000.00	
Section 2 (D): CRACK REPAIR Total					**$ 2,600.00**		**$ 12,000.00**				**$ 2,500.00**	
	Section 3: Pavement Striping/Stenciling/Wheel Stops											
	DESCRIPTION	UNIT	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	
1A	Parking Lot striping **Under 10** spaces (standard white 4" wide- 18LF long') • usually completed with other pavement work and stenciling	Per LF	10	$ 8.50	$ 85.00	$ 4.00	$ 40.00			$ 5.00	$ 50.00	
1B	Parking Lot striping **10-40** spaces (standard white 4"wide- 18LF long') usually completed with other pavement work and stenciling	Per LF	40	$ 8.50	$ 340.00	$ 4.00	$ 160.00			$ 5.00	$ 200.00	
1C	Parking Lot striping **40-80** spaces (standard white 4"wide- 18LF long') usually completed with other pavement work and stenciling	Per LF	80	$ 8.50	$ 680.00	$ 4.00	$ 320.00			$ 5.00	$ 400.00	
1D	Parking Lot striping **Over 80** spaces (standard white 4"wide- 18LF long') usually completed with other pavement work and stenciling	Per LF	120	$ 8.50	$ 1,020.00	$ 2.00	$ 480.00			$ 5.00	$ 600.00	
2A	Curb painting (red or yellow) Less than **100 LF**	Per LF	100	$ 4.00	$ 400.00	$ 7.00	$ 700.00			$ 5.00	$ 500.00	
2B	Curb painting **100-500** LF	Per LF	500	$ 4.00	$ 2,000.00	$ 5.00	$ 2,500.00			$ 5.00	$ 2,500.00	
2C	Curb Painting **500-1000** LF	Per LF	1000	$ 3.75	$ 3,750.00	$ 4.00	$ 4,000.00			$ 5.00	$ 5,000.00	
2D	Curb Painting **Over 1000** LF	Per LF	1500	$ 3.50	$ 5,250.00	$ 4.00	$ 6,000.00			$ 5.00	$ 7,500.00	
3A	4' X 4" Standard Handicap Stencil (Blue paint); usually required with other pavement work and striping **1-2** Stencils	EACH	2	$ 45.00	$ 90.00	$ 200.00	$ 400.00			$ 300.00	$ 600.00	
3B	Standard Handicap Stencils- **3 or more**	EACH	5	$ 45.00	$ 225.00	$ 200.00	$ 1,000.00			$ 300.00	$ 1,500.00	
4A	"NO PARKING" or "FIRE LANE" STENCIL-8"- along newly painted curb- **5-10** stencils	EACH	10	$ 45.00	$ 450.00	$ 400.00	$ 4,000.00			$ 300.00	$ 3,000.00	
4B	"NO PARKING" or "FIRE LANE" STENCIL-8"- along newly painted curb- **11 -20** stencils	EACH	20	$ 45.00	$ 900.00	$ 350.00	$ 7,000.00			$ 300.00	$ 6,000.00	
5A	9"x6' standard concrete rebar reinforced Wheel Stop installation- anchored with rebar-**1-2** wheel stops	EACH	2	$ 700.00	$ 1,400.00	$ 600.00	$ 1,200.00			$ 500.00	$ 1,000.00	
5B	9"x6' standard concrete rebar reinforced Wheel stop installation- anchored with rebar-**2-5** wheel stops	EACH	5	$ 700.00	$ 3,500.00	$ 500.00	$ 2,500.00			$ 500.00	$ 2,500.00	
5C	9"x6' standard concrete rebar reinforced Wheel stop installation- anchored with min 9" rebar-**5-10** wheel stops	EACH	10	$ 700.00	$ 7,000.00	$ 400.00	$ 4,000.00			$ 500.00	$ 5,000.00	
5D	9"x6' standard concrete rebar reinforced Wheel stop installation- anchored with min 9" rebar-**10 or more** wheel stops	EACH	25	$ 700.00	$ 17,500.00	$ 400.00	$ 10,000.00			$ 500.00	$ 12,500.00	
6A	4' DIRECTIONAL ARROWS STRAIGHT/RIGHT/LEFT **1-4** arrows	EACH	4	$ 45.00	$ 180.00	$ 200.00	$ 800.00			$ 300.00	$ 1,200.00	
6B	4' DIRECTIONAL ARROWS- STRAIGHT/RIGHT/LEFT **5-10** arrows	EACH	10	$ 45.00	$ 450.00	$ 200.00	$ 2,000.00			$ 300.00	$ 3,000.00	
SECTION 3 TOTALS (1A through 6B)					**$ 45,220.00**		**$ 47,100.00**				**$ 53,050.00**	
ASPHALT TOTALS:												
	SECTION 1:	**Asphalt Maintennace and Repair Total (A-C):**			$ 269,000.00		$ 561,000.00				**$ 355,000.00**	
	SECTION 2:	**Aspahlt Seal Coating**			$ 47,950.00		$ 87,500.00				**$ 105,000.00**	
		Crack Repair			$ 2,600.00		$ 12,000.00				**$ 2,500.00**	
	SECTION 3:	**Pavement/Stenciling/Wheel Stops- (1A through 6B)**			$ 45,220.00		$ 47,100.00				**$ 53,050.00**	
	Asphalt:	**(Sections 1, 2 & 3) Total Cost**			**$ 364,770.00**		**$ 707,600.00**				**$ 515,550.00**	
	SECTION 4: CONCRETE MAINTENANCE and REPAIR											
UNIT	DESCRIPTION	Unit	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	
A	Driveway Apron Replacement	Per Square Foot	240	$ 10.00	$ 2,400.00	$ 30.00	$ 7,200.00			$ 15.00	$ 3,600.00	
B	Driveway Apron Repair	Per Square Foot	72	$ 12.00	$ 864.00	$ 75.00	$ 5,400.00			$ 20.00	$ 1,440.00	
C	Sidewalk Repair: **Est. Annual Usage, 5 Repairs**	Per Square Foot	50	$ 12.00	$ 600.00	$ 65.00	$ 3,250.00			$ 20.00	$ 1,000.00	
D	New Sidewalk: **Est. Annual Usage, 6 Projects**	Per Square Foot	150	$ 11.00	$ 1,650.00	$ 50.00	$ 7,500.00			$ 20.00	$ 3,000.00	
E	New Steps:	Sets	1	$ 1,900.00	$ 1,900.00	$ 5,500.00	$ 5,500.00			$ 3,000.00	$ 3,000.00	
F	Concrete Curb And Gutter Replacement:	Linear Foot	12	$ 25.00	$ 300.00	$ 175.00	$ 2,100.00			$ 30.00	$ 360.00	
SECTION 4: CONCRETE MAINTENANCE and REPAIR Total					**$ 7,714.00**		**$ 30,950.00**				**$ 12,400.00**	
	BASE BID AMOUNT TOTAL COST (1. ASPHALT + 2. CONCRETE)											
1	**Asphalt (Sections (1, 2 & 3) Total Cost:**				**$ 328,770.00**		**$ 707,600.00**				**$ 515,550.00**	
2	**Concrete (Sections A - F) Total Cost:**				**$ 7,714.00**		**$ 30,950.00**				**$ 12,400.00**	
BASE BID GRAND TOTAL:				**$**	**336,484.00**	**$**	**738,550.00**			**$**	**527,950.00**	

BIDS MAILED		**ASSISTANT PURCHASING AGENT:**
BIDS RECEIVED: 4	**NO-BIDS:**	**Gretis Strozier**

NON RESPONSIVE VENDORS AND OTHER INFORMATION

Performance Evaluation Details

ID	E1
Project	Asphalt/Concrete Pavement Maintenance and Repair Services
Project Number	20ITB126000C-GS
Supplier	CRM SERVICES LLC
Supplier Project Contact	Quincy Collins (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	01/01/2023 to 06/30/2023
Effective Date	09/08/2023
Evaluation Type	Formal
Interview Date	09/08/2023
Expectations Meeting Date	09/08/2023
Status	Completed
Publication Date	09/08/2023 01:08 PM EDT
Completion Date	09/08/2023 01:08 PM EDT
Evaluation Score	72

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

Quality of goods and services are usually good. Specs are met and meet contract requirements. Personnel are qualified and experienced with
good technical excellence. Reports and administration are efficient and prompt

TIMELINESS OF PERFORMANCE **10/20**

Rating

Needs Improvement: Delays require minor User Department resources to ensure achievement of contract requirements.

Comments

Generally descent with response time for projects but many times submittals for proposals
take way too long. Even months for simple projects. Otherwise responds well to change in directions
or change in scope.

BUSINESS RELATIONS **14/20**

Rating

Satisfactory: Response to inquiries and/or technical, service, administrative issues is consistently effective.

Comments

Good business relations; effective and efficient with problem notifications or updates on
schedules. Administration is prompt and correct. Need to be better on delays for request for proposals

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

Customers were always satisfied and met specs stated in the contract. Personnel are are highly professional and responsive. Contractor communicates routinely and are always available. Responds promptly to request for information

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

Cost sometimes goes over contract pricing; mainly due to inflation Compliance with invoice submissions is good. Once proposals are approved the project stays within budget.

GENERAL COMMENTS

Comments

Not Specified

Performance Evaluation Details

ID	E1
Project	Standby Fencing Installation and Repair
Project Number	20ITB125615C-GS
Supplier	Allied Fence Co
Supplier Project Contact	Todd Edlin (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Evaluation Type	Formal
Interview Date	09/08/2023
Expectations Meeting Date	09/08/2023
Status	Draft
Evaluation Score	94

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 Good product quality with minimal problems and always met spec requirements. Effective and efficient. Reports are are on time and administration is prompt and efficient.

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 Always meet milestones with projects. Responsiveness to directions and changes to scope
are prompt. Immediately responsive. No delays.

BUSINESS RELATIONS **17/20**

Rating

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

Comments Excellent business relations and responds to inquiries and requests in efficient and prompt
manner. When problems arise the supervisor is always available and responsive

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 Users and customers are always satisfied; expectations are always met. Contractor communicates with users to keep them updated. Specifications are met and
projects come in within budget with proper invoicing and no substitutions

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 Costs of proposed repairs match contract pricing; both proposals and invoices submissions always meet requirements with no price changes or change orders. Specs are consistent with contract specs with no substitutions.

GENERAL COMMENTS

Comments Excellent and consistent service is always provided.

INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM

DATE: September 12, 2023

SUBJECT: Recommendation Award – ITB #23ITB138287C-JNJ, Asphalt/Concrete Pavement Maintenance and Repair Services -FY2024

Recommendation: We are recommending approval of the lowest bidder for, ITB #23ITB138287C-JNJ, Asphalt/Concrete Pavement Maintenance and Repair Services in the amount of $200,000 Complete Contracting Partners, LLC, Inc. (Austell, GA) to provide asphalt/concrete pavement maintenance and repair services on an "as needed" basis for boilers located within selected Fulton County facilities. Effective dates: January 1, 2024 through December 31, 2024, with two renewal options.

DISCUSSION The recommendation for the award is based on bidders' abilities to provide complete cost according to the sample projects provided by calculating the given square/or linear footage times the annual usage for each of the required maintenance repair services such as: asphalt maintenance; asphalt seal coating and crack repair; pavement striping; and concrete maintenance repairs. The Total Base Bid Amount will determine the lowest responsible and responsive bidder (s) for this award to provide Asphalt /Concrete Pavement Maintenance and Repair Services for Fulton County for FY2024.

The Department received and evaluated four (4) bids to the solicitation. Complete Contracting Partners, LLC, submitted the overall lowest bid in the amount of $336,484.00; DAF Concrete, Inc. submitted the second the lowest bid in the amount of $527,950.00; The Mitchell Group submitted the third lowest bid in the amount of $548,668.00, and Magnum Paving, LLC. submitted the fourth lowest bid in the amount of $738,550. Therefore, after careful review, we recommend Complete Contracting Partners, LLC as the lowest responsive and responsible bidder to provide asphalt/concrete pavement maintenance and repair services for Fulton County for FY2024. Complete Contracting Partners, LLC has the current contract with Fulton County and has performed very good and highly competent as an asphalt/concrete contractor for Fulton County as stated in their performance report.

Recommended Bidder	Base Bid Amount	Award Authority
Complete Contracting Partners, LLC	**$336,484.00**	$200,000.00

This is a Standby Contract that is dependent on the availability of resources provided as part of DREAM Pay as You Go capital program, FCURA bond, and end-user/departmental operating/capital funding as identified" adopted for FY2024.

Joseph Davis

Authorized Signature: ___Joseph N. Davis_____ Date: ___9/12/2023__

(By Director/Deputy Director)

If you require additional information, contact Joanna Hernandez at (404) 612-6127.

Cc. Tim Dimond, Deputy Director, DREAM
John Adams, Administrator, DREAM
Dexter Dyer, Building Maintenance Manager, DREAM
Carlos Sutton, Trades Manager, DREAM
Mark Hawks, CAPA, Team C, Purchasing & Contract Compliance
Harry Jordan, Contract Administrator, DREAM
Khandi Flowers, Contract Administrator, Purchasing & Compliance/DREAM
Joanna Hernandez, Contracting Officer, Purchasing & Compliance/DREAM

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0954 **Meeting Date:** 12/20/2023

Department
Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 23ITB138872C-JNJ, Towing and Wrecker Services for County Fleet in an amount not to exceed $60,000.00, with CSS Transportation LLC (Smyrna, GA), to provide towing and wrecker services for the County fleet. Effective dates: January 1, 2024, through December 31, 2024, with two renewal options.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-373, 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

Scope of Work: This contract will provide towing services, tire changing, lock out 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.

The category of vehicles is 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.

Procedure for Basis of Award:

The recommendation for the award was based on the bidders' prices for GVW (Gross Vehicle Weight) for less (<) than and greater (>) than 14,000 per vehicle in separate columns to include: unit costs for Mondays thru Friday and Weekends, rate per hour, tire change and unlock doors, and combined sub-total costs from each column to determine the lowest responsible bidder to provide towing and wrecker services for Fulton County fleet vehicles.

The Department received and evaluated two (2) bids for to the solicitation. CSS Transportation submitted the overall lowest bid in the amount of $1,379.00; and S&W Towing submitted the next lowest bid in the amount of $1,569.00. Therefore, after careful review, we recommend CSS Transportation LLC as the lowest responsive and responsible bidder to provide towing and wrecker services for County fleet for Fulton County for FY2024.

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 contract is not approved, the Department cannot provide towing and wrecker services for County fleet vehicles.

Contract Modification: This is a new procurement.

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%**

Agenda Item No.: 23-0954 **Meeting Date:** 12/20/2023

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: Bid Tabulation Sheet
Exhibit 2: Contractor's Performance Report
Exhibit 3: Department Recommendation Memo

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:	$60,000.00
TOTAL:	$60,000.00

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 FY2024 by BOC"

Agenda Item No.: 23-0954 **Meeting Date:** 12/20/2023

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

Overall Contractor Performance Rating: N/A

Would you select/recommend this vendor again?
Choose an item.

Report Period Start:
N/A

Report Period End:
N/A

BID TABULATION SHEET

BID NUMBER# – 23ITB138872CJNJ		OPENING DATE:			PAGE NUMBER:	1 of 1

BID DESCRIPTION: Towing and Wrecker Services for County Fleet-

REQUESTING DEPARTMENT: Department of Real Estate and Asset Management

	VENDOR CODE	VENDOR CODE	VENDOR CODE	VENDOR CODE
	VENDOR NAME	VENDOR NAME	VENDOR NAME	VENDOR NAME
	CSS Transportation	S&W Services of Atlanta		
	ADDRESS	ADDRESS	ADDRESS	ADDRESS
-	4860 Martin Ct Suite 200 Smyrna, Ga 30082	2559 Jonesboro Rd SE Atlanta, Ga 30315		
	TELEPHONE	TELEPHONE	TELEPHONE	TELEPHONE
	770-538-1805	404-622-8360		
	CONTACT:	CONTACT:	CONTACT:	CONTACT:
	Chris Slaughter	Pamela Sieg		

No	Description	GVW<14Klbs (Unit Price)	GVW>14Klbs (Unit Price)		GVW<14Klbs (Unit Price)	GVW>14Klbs (Unit Price)		Cost	Unit		Cost	Unit	
1	M-F 7am-5pm	$125.00	$ 165.00		$ 135.00	$ 285.00							
2	M-F 5:01pm - 6:59am	$145.00	$ 185.00		$ 160.00	$ 310.00							
3	Weekends:5pm Friday-7am Monday	$145.00	$ 185.00		$ 160.00	$ 310.00							
4	Rate Per Mile	$4.00	$ 5.00		$ 4.00	$ 5.00							
5	Tire Change	$95.00	$ 115.00		$ 100.00	N/A							
6	Unlock Door	$95.00	$ 115.00		$ 100.00	N/A							
7	Sub Total Cost for Line #1 thru 6	$609.00	$ 770.00		$ 659.00	$ 910.00							
8	Estimated totla cost for one year combining both sub-total cost in Line		$ 1,379.00			$ 1,569.00							

NON RESPONSIVE VENDORS AND OTHER INFORMATION

BIDS MAILED	NO RESPONSE:		DATE RECEIVED:
BIDS RECEIVED: 1	NO-BIDS:	CONTACT: Mark Hawks, CAPA, Team C	DATE COMPLETED:

INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM

DATE: November 7, 2023

SUBJECT: Contractor's Performance Report – CSS Transportation, Inc.

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: Towing and Wrecker Services for County Fleet

PROJECT NO.: ITB #23ITB138872C-JNJ

CONTRACTOR: CSS Transportation, Inc.
4860 Martin CT, Suite 200
Smyrna, GA 30082

POC: Mr. Chris Slaughter, President

PHONE: (770) 538-1805

EMAIL: info@csstow.com

If you have any questions, please contact Joanna Hernandez at (404) 612-6127

JD/TD/AS/KF/ja

C: Tim Dimond, Deputy Director, DREAM

INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM

DATE: November 6, 2023

SUBJECT: Recommendation Award – ITB #23ITB138872C-JNJ,Towing and Wrecker Services -FY2024

Recommendation: We are recommending approval of the lowest bidder for, ITB #, 23ITB138872CJNJ,Towing and Wrecker Services for County Fleet in the amount of $60,000, with CSS Transportation, Inc. (Smyrna, GA), to provide towing and wrecker services for County fleet. Effective dates: January 1, 2024 through December 31, 2024, with two renewal options.

DISCUSSION: The recommendation for the award was based on the bidders' prices for GVW (Gross Vehicle Weight) for less (<) than and greater (>) than 14,000 per vehicle in separate columns to include: unit costs for Mondays thru Friday and Weekends, rate per hour, tire change and unlock doors; and combined sub-total costs from each column to determine the lowest responsible bidder to provide towing and wrecker services for Fulton County fleet vehicles.

The Department received and evaluated two (2) bids for to the solicitation. CSS Transportation submitted the overall lowest bid in the amount of $1,379.00; and S&W Towing submitted the next lowest bid in the amount of $1,569.00. Therefore, after careful review, we recommend CSS Transportation Inc. as the lowest responsive and responsible bidder towing and wrecker services for County fleet for Fulton County for FY2024.

Recommended Bidder	Base Bid Amount	Award Authority
CSS Transportation	**$1,379.00**	$60,000.00

Joseph Davis

Authorized Signature: Joseph N. Davis Date: 11/6/2023

(By Director/Deputy Director)

If you require additional information, contact Joanna Hernandez at (404) 612-6127.

Cc. Tim Dimond, Deputy Director, DREAM
John Adams, Administrator, DREAM
Anthony Spencer, Administrator, DREAM
Kier Freeman, Fleet Manager, DREAM
Mark Hawks, CAPA, Team C, Purchasing & Contract Compliance
Harry Jordan, Contract Administrator, DREAM
Khandi Flowers, Contract Administrator, Purchasing & Compliance/DREAM
Joanna Hernandez, Contracting Officer, Purchasing & Compliance/DREAM

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0900 **Meeting Date:** 12/20/2023

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of the lowest responsible bidder - Department of Public Works, 23ITB08232023A-JWT, Emergency Sewage Cleanup Services in the amount of $101,349.40 with Above All Cleaning & Restoration, LLC (Tucker, GA), to provide emergency sewage cleanup services. Effective dates: January 1, 2024, through December 31, 2024, with two renewal options. **(HELD 12/6/23)**

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-373, all competitive sealed bids of more than $100,000.00 shall be forwarded to the Board of Commissioners for approval.

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

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

Is this a purchasing item?
Yes

Summary & Background

Scope of Work: This contract provides emergency cleaning, removal of sewage-contaminated household items, and disinfection of a contaminated area within private property. Fulton County provides this service in both the North and South Fulton County service areas when a public sewer system malfunctions and causes an overflow onto private property.

A single bid analysis was conducted and the Department of Purchasing & Contract Compliance has determined it is in the County's best interest to proceed with awarding this procurement.

Community Impact: If this contract is not approved, emergency sewage cleanup services would not be readily available to mitigate sewage-contaminated residences affected by sewer system malfunctioning. The ability to rapidly respond to customers in crisis situations such as this is critical to maintaining required customer service levels.

Department Recommendation: The Department of Public Works recommends approval.

Project Implications: There are no project implications regarding this contract.

Community Issues/Concerns: Affected customers have expressed concerns when impacted by a sewer backup and expect speedy restoration to original conditions.

Department Issues/Concerns: No additional issues or concerns.

Contract Modification: This is a new procurement

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

Contract Value: **$101,349.40**

Prime Vendor: **Above All Cleaning & Restoration, LLC**
Prime Status: **Non-Minority**
Location: **Tucker, GA**
County: **DeKalb County**
Prime Value: **$81,079.52 or 80.00%**

Subcontractor: **Nottage, LLC**
Subcontractor Status: **African American Male Business Enterprise**
Location: **Decatur, GA**
County: **DeKalb County**
Contract Value: **$20,269.88 or 20.00%**

Total Contract Value: **$101,349.40 or 100.00%**
Total Certified Value: **$20,269.88 or 20.00%**

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

Exhibit 1: Recommendation of Award
Exhibit 2: Bid Tabulation Sheet
Exhibit 3: Contractor Performance Memo

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:	$0.00
Previous Adjustments:	$0.00
This Request:	$101,349.40
TOTAL:	$101,349.40

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 Fund, Public Works, Professional Services - $50,674.70

Funding Line 2:

201-540-5469-1160: Water & Sewer Revenue Fund, Public Works, Professional Services - $50,674.70

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

Overall Contractor Performance Rating: New Vendor

Would you select/recommend this vendor again?
Choose an item.

Report Period Start: **Report Period End:**

N/A **N/A**

DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM

FULTON COUNTY

TO: Felicia Strong-Whitaker, Purchasing

FROM: David Clark, Director DC

DATE: October 2, 2023

SUBJECT: 23ITB08232023A-JWT Emergency Sewage Cleanup Services

On August 28, 2023, the Department of Purchasing opened the subject Invitation to Bid (ITB). There was one (1) response. Above All Cleaning & Restoration, LLC provided the lowest responsive and responsible bid.

Therefore, the Department of Public Works is recommending the award to the overall lowest responsive and responsible bidder, Above All Cleaning & Restoration, LLC in the amount of $101,349.40.

If you require additional information, please contact David Clark at 404-612-2804.

cc: Roy Barnes, Deputy Director, Public Works
Gerald Pace, Deputy Director, Administration, Public Works
Andrenette Whitlow, Material Management Manager, Public Works
Brian Jones, Purchasing Agent, Assistant Purchasing Agent, Purchasing

23ITB08232023A-JWT - Emergency Sewage Cleanup Services	VENDOR NAME
	Above All Cleaning & Restoration , LLC
	ADDRESS
	4840 Hammermill Rd. Tucker Georgia, 30084
	TELEPHONE:
	770-938-7770
	CONTACT: Roderick Cole

ITEM DESCRIPTION	UNIT	AVERAGE AREA PER INCIDENT	EST. INCIDENT	UNIT $	TOTAL
Normal Work Hours – 7:00 a.m. to 4:00 p.m., Monday - Friday					
1) Finished areas with notification during normal work hours as outlined in Section 4, Scope of Work.	SQ. FT.	1000	3	$ 3.93	$ 11,790.00
2) Unfinished areas with notification during normal work hours as outlined in Section 4, Scope of Work.	SQ. FT.	1000	1	$ 2.47	$ 2,470.00
3) Crawl spaces with notification during normal work hours as outlined in Section 4, Scope of Work.	SQ. FT.	1000	1	$ 3.43	$ 3,430.00
After Hours – 4:00 p.m. to 7:00 a.m., Mon. – Fri., Weekends & Holidays					
4) Finished areas with notification after hours, weekends and holidays as outlined in Section 4, Scope of Work.	SQ. FT.	1000	15	$ 4.33	$ 64,950.00
5) Unfinished areas with notification after hours, weekends and holidays as outlined in Section 4, Scope of Work.	SQ. FT.	1000	3	$ 2.97	$ 8,910.00
6) Crawl spaces with notification after hours, weekends and holidays as outlined in Section 4, Scope of Work.	SQ. FT.	1000	2	$ 3.73	$ 7,460.00
OTHER SERVICES (QUANTITIES)					
7) Disposal of contaminated contents/materials	PER 1/2 TON	-	20	$ 116.97	$ 2,339.40

GRAND TOTAL:			$101,349.40
BIDS MAILED		NO RESPONSE:	
BIDS RECEIVED: 6		NO-BIDS:	

DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM

FULTON COUNTY

TO: Felicia Strong-Whitaker, Purchasing

FROM: David Clark, Director DC

DATE: October 16, 2023

SUBJECT: Contractor Performance Memo – 23ITB08232023A-JWT

The Contractor listed below has not provided this commodity to the Fulton County Public Works Department. We haven't had the opportunity to evaluate this vendor on their performance.

Project: Emergency Sewage Cleanup Services

Project #: 23ITB08232023A-JWT

Contractor: Above All Cleaning & Restoration, LLC
4840 Hammermill Rd
Tucker Georgia, 30084
(770) 938-7770

If you require additional information, please contact David Clark at 404-612-2804.

cc: Roy Barnes, Deputy Director, Public Works R.O.B. 10-16-23
Gerald Pace, Deputy Director, Administration, Public Works
Andrenette Whitlow, Material Management Manager, Public Works
Brian Jones, Chief Assistant Purchasing Agent, Purchasing

Single Bid/Quote Analysis Form

Date: 11/15/2023

Requesting Department: Public Works

Solicitation Number: 23ITB08232023A-JWT

Title: Sewer Emergency Sewage Cleanup Services

Bid / Proposal Due Date: October 10, 2023

Brief Description: The scope of work is to provide emergency cleaning services to cleanup sewage spills at residential or commercial properties on an as needed basis anywhere within Fulton County. These services require response availability 24 hours a day/ seven days per week, 365 days a year including Holidays.

Number of Notifications: 1

RANDOM CANVASSING OF OTHER VENDORS:
(1) Lack competency (2) Poor timing (3) Lack resources (4) Short response due date (5) Other

1. Vendor:	CRM Services, LLC
Contact Person:	Quincy
Phone Number:	404-409-6145
Reason for not responding:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ 5 ☐ No Response
Comments	The vendor stated that it was an oversight on their part. They intended to submit a bid.
2. Vendor:	Nottage, LLC
Contact Person:	Mark
Phone Number:	404-565-0956
Reason for not responding:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ 5 ☐ No Response
Comments	The vendor stated that they decided to be a subcontractor on this project.
3. Vendor:	Aldranon A. English & Associates, LLC
Contact Person:	Aldranon
Phone Number:	404-692-8072
Reason for not responding:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ 5 ☐ No Response

Comments	The vendor stated that if his memory serves him correctly, the language in the solicitation was not clear to him					
4. Vendor:						
Contact Person:						
Phone Number:						
Reason for not responding:	☐ 1	☐ 2	☐ 3	☐ 4	☒ 5	☐ No Response
Comments						
5. Vendor:						
Contact Person:						
Phone Number:						
Reason for not responding:	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5	☐ No Response
Comments						

Additional vendors can be added if needed.

RECOMMENDATION AND SUGGESTIVE COURSE OF ACTION:

☒ **Award Contract Basis**

☐ **Re-solicit**

☐ **Other**

Janelle Tanner	Assistant Purchasing Agent	November 15, 2023
Purchasing Representative (CAPA/APA/PO Completing Form)	**Title**	**Date**

_____ _____

Purchasing Director **Date**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0955 **Meeting Date:** 12/20/2023

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of the lowest responsible bidder - Department of Public Works, 23ITB08142023A-JWT, Large Water Meter Installation, in an amount not to exceed $500,000.00, with Jewel of the South (Conyers, GA), to provide large water meter installation services. Effective dates: January 1, 2024, through December 31, 2024, with two renewal options.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-373, all competitive sealed bids of more than $100,000.00 shall be forwarded to the Board of Commissioners for approval.

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

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

Is this a purchasing item?
Yes

Summary & Background: This contract provides for installation of large water meters on unmetered fire services, a meter replacement program, and new installations.

Scope of Work: The large meter installation contract allows for the installation of large water meters (meters greater than 2”) on fire service lines and larger water lines serving new developments. Additionally, this contract allows for the replacement of existing large water meters when necessary.

Community Impact: The metering of large water services properly accounts for water consumption by large users of the water system.

Agenda Item No.: 23-0955 **Meeting Date:** 12/20/2023

Department Recommendation: The Department of Public Works recommends approval.

Project Implications: The service provides for timely installation of new large meter service while working with developers so as to not impact the development timetable.

Community Issues/Concerns: No community issues/concerns have been raised regarding this contract.

Department Issues/Concerns: The Department of Public Works has no concerns with the recommendation of the award.

Contract Modification: NEW PROCUREMENT

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

Contract Value: **$ 500,000.00**

Prime Vendor: **Jewel of the South**
Prime Status: **African American Female Busines Enterprise**
Location: **Conyers, GA**
County: **Rockdale County**
Prime Value: **$500,000.00 or 100.00%**

Total Contract Value: **$500,000.00 or 100.00%**
Total Certified Value: **$500,000.00 or 100.00%**

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

Exhibit 1: Recommendation Memo
Exhibit 2: Bid Tabulation Sheet
Exhibit 3: New Vendor Memo

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

Nick Ammons, Deputy Director, Public Works, 404-612-7530

Contract Attached

No

Previous Contracts

Yes

Agenda Item No.: 23-0955 **Meeting Date:** 12/20/2023

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$500,000.00
TOTAL:	$500,000.00

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 - $500,000.00.

Key Contract Terms	
Start Date: 1/1/2024	**End Date:** 12/31/2024
Cost Adjustment:	**Renewal/Extension Terms**: 2 renewal options remain

Overall Contractor Performance Rating: New Vendor

Would you select/recommend this vendor again?
Choose an item.

Report Period Start:
N/A

Report Period End:
N/A

23ITB08142023A-JWT, Large Water Meter Installation					VENDOR NAME		VENDOR NAME	
					Jewel of the South, Inc.		Wade Coots Company, Inc.	
					ADDRESS		ADDRESS	
					1540 Highway 138 SE, Ste 4B Conyers Georgia 30013		174 Duncan Circle Hiram Georgia 30141	
					TELEPHONE:		TELEPHONE	
					770-679-5481		770-819-0601	
					CONTACT: Valisa Shannon		CONTACT: Mark Sutton	
PURCHASING TAB SHEET ITEM NO.	BID FORM ITEM NO.	ITEM DESCRIPTION	UNIT OF ISSUE	QTY	UNIT $	TOTAL	UNIT $	TOTAL
	1	NEW INSTALLATION OF LARGE METERS INCLUDING VAULTS, VALVES & BYPASS PIPING						
1	1.1	3” meter	EA	1	$ 4,000.00	$ 4,000.00	$ 5,000.00	$ 5,000.00
2	1.2	4” meter	EA	10	$ 5,000.00	$ 50,000.00	$ 6,500.00	$ 65,000.00
3	1.3	6” meter	EA	15	$ 6,500.00	$ 97,500.00	$ 8,000.00	$ 120,000.00
4	1.4	8” meter	EA	15	$ 8,600.00	$ 129,000.00	$ 12,000.00	$ 180,000.00
5	1.5	10” meter	EA	1	$ 12,500.00	$ 12,500.00	$ 15,000.00	$ 15,000.00
6	1.6	12” Meter	EA	1	$ 14,500.00	$ 14,500.00	$ 18,000.00	$ 18,000.00
	2	NEW INSTALLATION OF ¾ TO 2” METERS AND TAPS IN CONJUNCTION WITH NEW LARGE METER OR DOUBLE DETECTOR CHECK (DDC) INSTALLATION ONLY						
7	2.1	¾ or 1” Tap and Meter installation	EA	5	$ 1,500.00	$ 7,500.00	$ 1,800.00	$ 9,000.00
8	2.2	1½” or 2” Tap and meter installation	EA	5	$ 2,500.00	$ 12,500.00	$ 3,000.00	$ 15,000.00
9	2.3	¾” Copper tubing installation after 15 ft	LF	25	$ 40.00	$ 1,000.00	$ 40.00	$ 1,000.00
10	2.4	1” Copper tubing installation after 15 ft	LF	50	$ 45.00	$ 2,250.00	$ 50.00	$ 2,500.00
11	2.5	1 ½” Copper tubing installation after 15 ft	LF	25	$ 50.00	$ 1,250.00	$ 60.00	$ 1,500.00
12	2.6	2” Copper tubing installation after 15 ft	LF	25	$ 60.00	$ 1,500.00	$ 70.00	$ 1,750.00
	3	REPLACEMENT OF LARGE METERS ONLY						
13	3.1	3” meter	EA	2	$ 2,200.00	$ 4,400.00	$ 2,500.00	$ 5,000.00
14	3.2	4” meter	EA	2	$ 2,500.00	$ 5,000.00	$ 2,600.00	$ 5,200.00
15	3.3	6” meter	EA	2	$ 2,600.00	$ 5,200.00	$ 3,000.00	$ 6,000.00
16	3.4	8” meter	EA	2	$ 3,200.00	$ 6,400.00	$ 5,000.00	$ 10,000.00
17	3.5	10” meter	EA	2	$ 4,500.00	$ 9,000.00	$ 8,000.00	$ 16,000.00
	4	REPLACEMENT OF LARGE METERS INCLUDING VAULTS, VALVES & BYPASS PIPING						
18	4.1	3” meter, vault, valves, bypass	EA	1	$ 7,600.00	$ 7,600.00	$ 10,000.00	$ 10,000.00
19	4.2	4” meter, vault, valves, bypass	EA	1	$ 7,700.00	$ 7,700.00	$ 10,000.00	$ 10,000.00
20	4.3	6” meter, vault, valves, bypass	EA	1	$ 8,800.00	$ 8,800.00	$ 12,500.00	$ 12,500.00
21	4.4	8” meter, vault, valves, bypass	EA	1	$ 14,000.00	$ 14,000.00	$ 15,500.00	$ 15,500.00
22	4.5	10” meter, vault, valves, bypass	EA	1	$ 15,000.00	$ 15,000.00	$ 20,000.00	$ 20,000.00
	5	REPLACEMENT OF LARGE METERS INCLUDING VALVES & BYPASS PIPING (SWAP)						
23	5.1	3” meter, valves, bypass	EA	1	$ 5,000.00	$ 5,000.00	$ 8,000.00	$ 8,000.00
24	5.2	4” meter, valves, bypass	EA	1	$ 5,100.00	$ 5,100.00	$ 8,000.00	$ 8,000.00
25	5.3	6” meter, valves, bypass	EA	1	$ 5,200.00	$ 5,200.00	$ 9,000.00	$ 9,000.00
26	5.4	8” meter, valves, bypass	EA	1	$ 8,500.00	$ 8,500.00	$ 11,000.00	$ 11,000.00
27	5.5	10” meter, valves, bypass	EA	1	$ 12,000.00	$ 12,000.00	$ 16,000.00	$ 16,000.00
	6	PIPE INSTALLATION IN CONJUNCTION WITH LARGE METER INSTALLATION						
28	6.1	Installing 6” Ductile Iron Pipe	LF	500	$ 75.00	$ 37,500.00	$ 100.00	$ 50,000.00
29	6.2	Installing 8” Ductile Iron Pipe	LF	250	$ 95.00	$ 23,750.00	$ 110.00	$ 27,500.00
30	6.3	Installing 10” Ductile Iron Pipe	LF	75	$ 105.00	$ 7,875.00	$ 140.00	$ 10,500.00
31	6.4	Installing 12” Ductile Iron Pipe	LF	75	$ 140.00	$ 10,500.00	$ 160.00	$ 12,000.00
	7	METER VAULT & LID REPLACEMENT						
32	7.1	Medium vault, 108”x60” inside dimension	EA	2	$ 3,500.00	$ 7,000.00	$ 5,000.00	$ 10,000.00
33	7.2	Large vault, 144”x72” inside dimension	EA	2	$ 5,000.00	$ 10,000.00	$ 6,000.00	$ 12,000.00
GRAND TOTAL:	GRAND TOTAL:					$549,025.00		$717,950.00
BIDS MAILED	BIDS MAILED				NO RESPONSE:		ASSISTANT PURCHASING AGENT:	
BIDS RECEIVED	BIDS RECEIVED:				NO-BIDS:		CHIEF ASSISTANT:	
							DEPT. AUTHORIZATION:	

23ITB08142023A-JWT, Large Water Meter Installation					VENDOR NAME		VENDOR NAME	
					Jewel of the South, Inc.		Wade Coots Company, Inc.	
					ADDRESS		ADDRESS	
					1540 Highway 138 SE, Ste 4B Conyers Georgia 30013		174 Duncan Circle Hiram Georgia 30141	
					TELEPHONE:		TELEPHONE	
					770-679-5481		770-819-0601	
					CONTACT: Valisa Shannon		CONTACT: Mark Sutton	
PURCHASING TAB SHEET ITEM NO.	BID FORM ITEM NO.	ITEM DESCRIPTION	UNIT OF ISSUE	QTY	UNIT $	TOTAL	UNIT $	TOTAL
	8	METER AND DOUBLE DETECTOR CHECK (DDC) VAULT ADJUSTMENT						
34	8.1	Medium vault adjustment to grade (up)	VF	2	$ 900.00	$ 1,800.00	$ 1,500.00	$ 3,000.00
35	8.2	Large vault adjustment to grade (up)	VF	2	$ 1,000.00	$ 2,000.00	$ 2,000.00	$ 4,000.00
	9	SINGLE VALVE REPLACEMENT ON EXISTING METERS						
36	9.1	3" Valve	EA	2	$ 700.00	$ 1,400.00	$ 1,000.00	$ 2,000.00
37	9.2	4" Valve	EA	2	$ 750.00	$ 1,500.00	$ 1,000.00	$ 2,000.00
38	9.3	6" Valve	EA	2	$ 850.00	$ 1,700.00	$ 1,500.00	$ 3,000.00
39	9.4	8" Valve	EA	2	$ 1,100.00	$ 2,200.00	$ 1,500.00	$ 3,000.00
40	9.5	10" Valve	EA	2	$ 1,300.00	$ 2,600.00	$ 2,000.00	$ 4,000.00
41	9.6	12" Valve	EA	2	$ 1,550.00	$ 3,100.00	$ 2,500.00	$ 5,000.00
	10	CUT IN OF VALVES IN CONJUNCTION WITH EITHER NEW METER INSTALLATION OR REPLACEMENT						
42	10.1	Install 3" Gate valve w/valve box	EA	2	$ 2,000.00	$ 4,000.00	$ 2,000.00	$ 4,000.00
43	10.2	Install 4" Gate valve w/valve box	EA	2	$ 2,200.00	$ 4,400.00	$ 2,500.00	$ 5,000.00
44	10.3	Install 6" Gate valve w/valve box	EA	2	$ 2,500.00	$ 5,000.00	$ 3,000.00	$ 6,000.00
45	10.4	Install 8" Gate valve w/valve box	EA	2	$ 2,800.00	$ 5,600.00	$ 3,500.00	$ 7,000.00
46	10.5	Install 10" Gate valve w/valve box	EA	2	$ 4,000.00	$ 8,000.00	$ 4,000.00	$ 8,000.00
47	10.6	Install 12" Gate valve w/valve box	EA	2	$ 5,000.00	$ 10,000.00	$ 4,500.00	$ 9,000.00
	11	INSTALLATION OF CASING AND CARRIER PIPE						
48	11.1	8-Inch DIP in 12" Bored Casing with 0.33" Wall Thickness	LF	40	$ 350.00	$ 14,000.00	$ 600.00	$ 24,000.00
49	11.2	10-inch DIP in 16" Bored Casing with 0.375" Wall Thickness	LF	40	$ 550.00	$ 22,000.00	$ 750.00	$ 30,000.00
50	11.3	12-inch DIP in 20" Bored Casing with 0.375" Wall Thickness	LF	40	$ 700.00	$ 28,000.00	$ 1,000.00	$ 40,000.00
51	11.4	8-inch DIP in 12" Direct Bury Casing with 0.33" Wall Thickness	LF	40	$ 325.00	$ 13,000.00	$ 450.00	$ 18,000.00
52	11.5	10-inch DIP in 16" Direct Bury Casing with 0.375" Wall Thickness	LF	40	$ 525.00	$ 21,000.00	$ 550.00	$ 22,000.00
53	11.6	12-inch DIP in 20" Direct Bury Casing with 0.375" Wall Thickness	LF	40	$ 675.00	$ 27,000.00	$ 750.00	$ 30,000.00
	12	FIRE HYDRANT INSTALLATION RELOCATION AND HEIGHT ADJUSTMENT IN CONJUNCTION WITH METER INSTALLATION AND REPLACEMNT						
54	12.1	Fire Hydrant Installation (0-4 1/2' bury depth)	EA	2	$ 6,500.00	$ 13,000.00	$ 6,500.00	$ 13,000.00
55	12.2	Fire Hydrant Relocation (0-20' distance from existing hydrant)	EA	2	$ 5,000.00	$ 10,000.00	$ 5,500.00	$ 11,000.00
56	12.3	Install 6" Fire Hydrant Extension	EA	2	$ 2,500.00	$ 5,000.00	$ 1,400.00	$ 2,800.00
57	12.4	Install 12" Fire Hydrant Extension	EA	2	$ 2,700.00	$ 5,400.00	$ 1,600.00	$ 3,200.00
58	12.5	Install 18" Fire Hydrant Extension	EA	2	$ 3,000.00	$ 6,000.00	$ 1,850.00	$ 3,700.00
59	12.6	Install 24" Fire Hydrant Extension	EA	2	$ 3,300.00	$ 6,600.00	$ 3,200.00	$ 6,400.00
60	12.7	Install 36" Fire Hydrant Extension	EA	2	$ 3,600.00	$ 7,200.00	$ 6,400.00	$ 12,800.00
GRAND TOTAL:	GRAND TOTAL:					$231,500.00		$281,900.00
BIDS MAILED	BIDS MAILED				NO RESPONSE:		ASSISTANT PURCHASING AGENT:	
BIDS RECEIVED:	BIDS RECEIVED:				NO-BIDS:		CHIEF ASSISTANT:	
							DEPT. AUTHORIZATION:	

23ITB08142023A-JWT, Large Water Meter Installation					VENDOR NAME		VENDOR NAME	
					Jewel of the South, Inc.		Wade Coots Company, Inc.	
					ADDRESS		ADDRESS	
					1540 Highway 138 SE, Ste 4B Conyers Georgia 30013		174 Duncan Circle Hiram Georgia 30141	
					TELEPHONE:		TELEPHONE	
					770-679-5481		770-819-0601	
					CONTACT: Valisa Shannon		CONTACT: Mark Sutton	
PURCHASING TAB SHEET ITEM NO.	BID FORM ITEM NO.	ITEM DESCRIPTION	UNIT OF ISSUE	QTY	UNIT $	TOTAL	UNIT $	TOTAL
	13	WET TAPPING, VALVE AND VALVE BOX IN CONJUNCTION WITH EITHER NEW METER INSTALLATION OR METER REPLACEMENT						
61	13.1	6"X6"	EA	1	$ 4,000.00	**$ 4,000.00**	$ 6,000.00	**$ 6,000.00**
62	13.2	6"X8"	EA	1	$ 4,500.00	**$ 4,500.00**	$ 6,500.00	**$ 6,500.00**
63	13.3	6"x10"	EA	1	$ 6,000.00	**$ 6,000.00**	$ 6,800.00	**$ 6,800.00**
64	13.4	6"x12"	EA	1	$ 6,500.00	**$ 6,500.00**	$ 7,200.00	**$ 7,200.00**
65	13.5	6"x16"	EA	1	$ 13,000.00	**$ 13,000.00**	$ 14,500.00	**$ 14,500.00**
66	13.6	6"x24"	EA	1	$ 20,000.00	**$ 20,000.00**	$ 23,000.00	**$ 23,000.00**
67	13.7	8"x8"	EA	5	$ 5,500.00	**$ 27,500.00**	$ 6,700.00	**$ 33,500.00**
68	13.8	8"x10"	EA	5	$ 7,000.00	**$ 35,000.00**	$ 7,000.00	**$ 35,000.00**
69	13.9	8"x12"	EA	1	$ 7,500.00	**$ 7,500.00**	$ 7,400.00	**$ 7,400.00**
70	13.10	8"x16"	EA	1	$ 15,000.00	**$ 15,000.00**	$ 16,000.00	**$ 16,000.00**
71	13.11	8"x24"	EA	1	$ 20,000.00	**$ 20,000.00**	$ 25,000.00	**$ 25,000.00**
72	13.12	10"x10"	EA	1	$ 8,500.00	**$ 8,500.00**	$ 9,000.00	**$ 9,000.00**
73	13.13	10"x12"	EA	1	$ 9,000.00	**$ 9,000.00**	$ 9,800.00	**$ 9,800.00**
74	13.14	10"x16"	EA	1	$ 15,000.00	**$ 15,000.00**	$ 16,000.00	**$ 16,000.00**
75	13.15	10"x24"	EA	1	$ 22,000.00	**$ 22,000.00**	$ 27,000.00	**$ 27,000.00**
76	13.16	12"x12"	EA	1	$ 14,500.00	**$ 14,500.00**	$ 12,000.00	**$ 12,000.00**
77	13.17	12"x16"	EA	1	$ 18,000.00	**$ 18,000.00**	$ 19,000.00	**$ 19,000.00**
78	13.18	12"x24"	EA	1	$ 25,000.00	**$ 25,000.00**	$ 29,000.00	**$ 29,000.00**
	14	CONCRETE THRUST BLOCK INSTALLATION IN CONJUNCTION WITH EITHER NEW METER INSTALLATION OR METER REPLACEMENT						
79	14.1	Concrete Thrust Block	CU YD	350	$ 325.00	**$ 113,750.00**	$ 250.00	**$ 87,500.00**
	15	CONCRETE & ASPHALT SIDEWALKS, DRIVEWAYS, CURBS AND GUTTERS & STREET & ROAD PAVEMENT REPLACEMENT AND FINISH IN CONJUNCTION WITH EITHER NEW METER INSTALLATION OR METER REPLACEMENT						
80	15.1	Remove & Replace Concrete Curb	LF	50	$ 60.00	**$ 3,000.00**	$ 75.00	**$ 3,750.00**
81	15.2	Remove & Replace Granite Curb	LF	50	$ 110.00	**$ 5,500.00**	$ 150.00	**$ 7,500.00**
82	15.3	Remove & Replace Concrete Driveway	SF	250	$ 40.00	**$ 10,000.00**	$ 13.00	**$ 3,250.00**
83	15.4	Remove & Replace Asphalt Driveway	SF	300	$ 25.00	**$ 7,500.00**	$ 11.00	**$ 3,300.00**
84	15.5	Remove & Replace Gravel Driveway	SF	150	$ 35.00	**$ 5,250.00**	$ 9.00	**$ 1,350.00**
85	15.6	Remove & Replace Decorative Paver	SF	150	$ 55.00	**$ 8,250.00**	$ 20.00	**$ 3,000.00**
86	15.7	Remove & Replace Brick Driveway	SF	150	$ 50.00	**$ 7,500.00**	$ 20.00	**$ 3,000.00**
87	15.8	Remove & Replace Concrete Sidewalk	SF	750	$ 30.00	**$ 22,500.00**	$ 10.00	**$ 7,500.00**
88	15.9	Remove & Replace Concrete Pavement	SF	150	$ 30.00	**$ 4,500.00**	$ 12.00	**$ 1,800.00**
89	15.10	Remove & Replace Asphalt Pavement	SF	500	$ 25.00	**$ 12,500.00**	$ 8.00	**$ 4,000.00**
90	15.11	Asphalt Milling & Overlay	SF	2000	$ 15.00	**$ 30,000.00**	$ 10.00	**$ 20,000.00**
91	15.12	FC Standard Utility Cut Replacement	SF	500	$ 20.00	**$ 10,000.00**	$ 20.00	**$ 10,000.00**
92	15.13	1 ½ in Type "E" Asphalt Topping	SF	100	$ 7.00	**$ 700.00**	$ 8.00	**$ 800.00**
GRAND TOTAL:	GRAND TOTAL:					**$511,250.00**		**$458,650.00**
BIDS MAILED	BIDS MAILED				NO RESPONSE:		ASSISTANT PURCHASING AGENT:	
BIDS RECEIVED:	BIDS RECEIVED:				NO-BIDS:		CHIEF ASSISTANT:	
							DEPT. AUTHORIZATION:	

23ITB08142023A-JWT, Large Water Meter Installation					VENDOR NAME		V
					Jewel of the South, Inc.		Wade C
					ADDRESS		
					1540 Highway 138 SE, Ste 4B Conyers Georgia 30013		174 Duncan C C
					TELEPHONE: 770-679-5481		
					CONTACT: Valisa Shannon		
PURCHASING TAB SHEET ITEM NO.	BID FORM ITEM NO.	ITEM DESCRIPTION	UNIT OF ISSUE	QTY	UNIT $	TOTAL	UNIT $
	16	LABOR AND EQUIPMENT IN CONJUNCTION WITH NEW METER INSTALLATION OR METER REPLACEMENT (PREMIUM SERVICES)					
93	16.1	After Normal Hours	HR	50	$ 450.00	$ 22,500.00	$ 450.00
94	16.2	Weekends and Holidays	HR	50	$ 900.00	$ 45,000.00	$ 750.00
95	16.3	Other Work	HR	200	$ 300.00	$ 60,000.00	$ 200.00
	17	EROSION AND SEDIMENT CONTROL (FOR ITEMS NOT INCLUDED IN BID SHEETW)					
96	17.1	Temporary Grassing	SF	30000	$ 0.30	$ 9,000.00	$ 0.50
97	17.2	Type “A” Silt Fence	LF	50	$ 2.50	$ 125.00	$ 4.00
98	17.3	Type “B” Silt Fence	LF	50	$ 3.00	$ 150.00	$ 4.00
99	17.4	Type “C” Silt Fence	LF	50	$ 4.00	$ 200.00	$ 6.00
100	17.5	Staked Hay Bales	EA	50	$ 9.50	$ 475.00	$ 10.00
101	17.6	Dirt Bag (silt control pumping system)	EA	5	$ 750.00	$ 3,750.00	$ 1,000.00
102	17.7	Replacement of SOD	SF	1000	$ 7.00	$ 7,000.00	$ 3.00
	18	TREE PROTECTION					
103	18.1	Tree Protection Fence (active)	LF	50	$ 4.00	$ 200.00	$ 4.00
104	18.2	Tree Protection Fence (passive)	LF	50	$ 4.00	$ 200.00	$ 4.00
	19	TREE REMOVAL					
105	19.1	Tree removal, easy access	IN	50	$ 50.00	$ 2,500.00	$ 45.00
106	19.2	Tree removal, difficult access	IN	50	$ 70.00	$ 3,500.00	$ 65.00
	20	ROCK EXCAVATION					
107	20.1	Excavation and removal of rock	CY	10	$ 200.00	$ 2,000.00	$ 250.00
	21	SOFT DIG EXCAVATION					
108	21.1	Equipment and Operator	HR	20	$ 525.00	$ 10,500.00	$ 750.00
109	21.2	Trip Fee	EA	5	$ 1,800.00	$ 9,000.00	$ 750.00
	22	TRENCH STABILIZATION					
110	22.1	Suitable Earth Materials (borrow)	CY	10	$ 250.00	$ 2,500.00	$ 30.00
111	22.2	Crusher Run	CY	10	$ 45.00	$ 450.00	$ 60.00
112	22.3	Crushed Stone, No. 57	CY	100	$ 55.00	$ 5,500.00	$ 60.00
113	22.4	M-10 Sand	CY	10	$ 50.00	$ 500.00	$ 60.00
	23	REMOVE AND REPLACE EXISTING FENCE					
114	23.1	4-ft High Chain Link	LF	50	$ 30.00	$ 1,500.00	$ 30.00
115	23.2	6-ft High Chain Link	LF	50	$ 35.00	$ 1,750.00	$ 40.00
116	23.3	4-ft High Wood	LF	50	$ 50.00	$ 2,500.00	$ 50.00
117	23.4	6-ft High Wood	LF	50	$ 55.00	$ 2,750.00	$ 60.00
	24	TRAFFIC CONTROL					
118	24.1	Traffic Control - Std. DOT Barrier	LF	100	$ 150.00	$ 15,000.00	$ 40.00
119	24.2	Traffic Control - MUTCD Std. Safety Barrier	EA	20	$ 125.00	$ 2,500.00	$ 40.00
120	24.3	Traffic Control - Police Cruiser	HR	10	$ 125.00	$ 1,250.00	$ 150.00
121	24.4	Traffic Control - Certified Flagman	HR	40	$ 50.00	$ 2,000.00	$ 125.00
122	24.5	Traffic Control - Light Plant	HR	40	$ 50.00	$ 2,000.00	$ 100.00
123	24.6	Traffic Control - Electronic Message Board	HR	40	$ 75.00	$ 3,000.00	$ 150.00
TOTAL - PAGE 4 (Item no. 93-123)	TOTAL - PAGE 4 (Item no. 93-123)					$549,025.00	
TOTAL - PAGE 3 (Item no. 61-92)	TOTAL - PAGE 3 (Item no. 61-92)					$231,500.00	
TOTAL - PAGE 2 (Item no. 34-60)	TOTAL - PAGE 2 (Item no. 34-60)					$511,250.00	
TOTAL - PAGE 1 (Item no 1-33)	TOTAL - PAGE 1 (Item no 1-33)					$219,300.00	
GRAND TOTAL: (Item no. 1-123)	GRAND TOTAL: (Item no. 1-123)					$1,511,075.00	
BIDS MAILED	BIDS MAILED				NO RESPONSE:		ASSISTANT PU
BIDS RECEIVED:	BIDS RECEIVED:				NO-BIDS:		CHIEF ASSISTA
							DEPT. AUTHOR

23ITB08142023A-JWT, Large Water Meter Installation					VENDOR NAME Coots Company, Inc. ADDRESS Circle Hiram Georgia 30141 TELEPHONE 770-819-0601 CONTACT: Mark Sutton
PURCHASING TAB SHEET ITEM NO.	BID FORM ITEM NO.	ITEM DESCRIPTION	UNIT OF ISSUE	QTY	TOTAL
	16	LABOR AND EQUIPMENT IN CONJUNCTION WITH NEW METER INSTALLATION OR METER REPLACEMENT (PREMIUM SERVICES)			
93	16.1	After Normal Hours	HR	50	$ 22,500.00
94	16.2	Weekends and Holidays	HR	50	$ 37,500.00
95	16.3	Other Work	HR	200	$ 40,000.00
	17	EROSION AND SEDIMENT CONTROL (FOR ITEMS NOT INCLUDED IN BID SHEETW)			
96	17.1	Temporary Grassing	SF	30000	$ 15,000.00
97	17.2	Type “A” Silt Fence	LF	50	$ 200.00
98	17.3	Type “B” Silt Fence	LF	50	$ 200.00
99	17.4	Type “C” Silt Fence	LF	50	$ 300.00
100	17.5	Staked Hay Bales	EA	50	$ 500.00
101	17.6	Dirt Bag (silt control pumping system)	EA	5	$ 5,000.00
102	17.7	Replacement of SOD	SF	1000	$ 3,000.00
	18	TREE PROTECTION			
103	18.1	Tree Protection Fence (active)	LF	50	$ 200.00
104	18.2	Tree Protection Fence (passive)	LF	50	$ 200.00
	19	TREE REMOVAL			
105	19.1	Tree removal, easy access	IN	50	$ 2,250.00
106	19.2	Tree removal, difficult access	IN	50	$ 3,250.00
	20	ROCK EXCAVATION			
107	20.1	Excavation and removal of rock	CY	10	$ 2,500.00
	21	SOFT DIG EXCAVATION			
108	21.1	Equipment and Operator	HR	20	$ 15,000.00
109	21.2	Trip Fee	EA	5	$ 3,750.00
	22	TRENCH STABILIZATION			
110	22.1	Suitable Earth Materials (borrow)	CY	10	$ 300.00
111	22.2	Crusher Run	CY	10	$ 600.00
112	22.3	Crushed Stone, No. 57	CY	100	$ 6,000.00
113	22.4	M-10 Sand	CY	10	$ 600.00
	23	REMOVE AND REPLACE EXISTING FENCE			
114	23.1	4-ft High Chain Link	LF	50	$ 1,500.00
115	23.2	6-ft High Chain Link	LF	50	$ 2,000.00
116	23.3	4-ft High Wood	LF	50	$ 2,500.00
117	23.4	6-ft High Wood	LF	50	$ 3,000.00
	24	TRAFFIC CONTROL			
118	24.1	Traffic Control - Std. DOT Barrier	LF	100	$ 4,000.00
119	24.2	Traffic Control - MUTCD Std. Safety Barrier	EA	20	$ 800.00
120	24.3	Traffic Control - Police Cruiser	HR	10	$ 1,500.00
121	24.4	Traffic Control - Certified Flagman	HR	40	$ 5,000.00
122	24.5	Traffic Control - Light Plant	HR	40	$ 4,000.00
123	24.6	Traffic Control - Electronic Message Board	HR	40	$ 6,000.00
TOTAL - PAGE 4 (Item no. 93-123)	TOTAL - PAGE 4 (Item no. 93-123)				$717,950.00
TOTAL - PAGE 3 (Item no. 61-92)	TOTAL - PAGE 3 (Item no. 61-92)				$281,900.00
TOTAL - PAGE 2 (Item no. 34-60)	TOTAL - PAGE 2 (Item no. 34-60)				$458,650.00
TOTAL - PAGE 1 (Item no 1-33)	TOTAL - PAGE 1 (Item no 1-33)				$189,150.00
GRAND TOTAL: (Item no. 1-123)	GRAND TOTAL: (Item no. 1-123)				$1,647,650.00
BIDS MAILED	BIDS MAILED				RCHASING AGENT:
BIDS RECEIVED:	BIDS RECEIVED:				NT:
					IZATION:

DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM

FULTON COUNTY

TO: Felicia Strong-Whitaker, Purchasing

FROM: David Clark, Director DC

DATE: November 22, 2023

SUBJECT: 23ITB08142023A-JWT, Large Water Meter Installation

On September 29, 2023, the Department of Purchasing opened the subject Invitation to Bid (ITB). There were two (2) responses. Jewel of the South Inc. provided the overall lowest responsive and responsible bid.

Therefore, the Department of Public Works is recommending an award to Jewel of the South Inc., in the amount of $500,000.00.

If you require additional information, please contact David Clark at 404-612-2804.

cc: Nick Ammons, Deputy Director, Public Works
Gerald Pace, Deputy Director, Administration, Public Works
Brian Jones, Chief Assistant Purchasing Agent, Purchasing

DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM

FULTON COUNTY

TO: Felicia Strong-Whitaker, Purchasing

FROM: David Clark, Director DC

DATE: November 22, 2023

SUBJECT: Contractor Performance Memo – 23ITB08142023A-JWT

The Contractor listed below has not provided this commodity to the Fulton County Public Works Department. We haven't had the opportunity to evaluate this vendor on their performance.

Project: Large Water Meter Installation

Project #: 23ITB08142023A-JWT

Contractor: Jewel of the South Inc.
1540 Hwy 138 SE, Ste 4B
Conyers, GA 30013
(770) 679-5481

If you require additional information, please contact David Clark at 404-612-2804.

cc: Nick Ammons, Deputy Director, Public Works
Gerald Pace, Deputy Director, Administration, Public Works
Andrenette Whitlow, Material Management Manager, Public Works
Brian Jones, Chief Assistant Purchasing Agent, Purchasing

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0956 **Meeting Date:** 12/20/2023

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of the lowest responsible bidder - Department Public Works, 23ITBC100523A-KM, Water Meters in an amount not to exceed $1,500,000.00 with Delta Municipal Supply Company (Braselton, GA) to provide water meters. Effective January 1, 2024, through December 31, 2024, with two renewal options.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-373, all competitive sealed bids of more than $100,000.00 shall be forwarded to the Board of Commissioners for approval.

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

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

Is this a purchasing item?
Yes

Summary & Background: The Department of Public Works requests approval of the lowest responsible bidder, Delta Municipal Supply Company, to provide water meters.

Scope of Work: The contract provides the 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 approval.

The single bid analysis was conducted, and the Department of Purchasing & Contract Compliance has determined it is in the County's best interest to proceed with awarding this procurement.

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: New procurement

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

Contract Value:	**$1,500,000.00**
Prime Vendor:	**Delta Municipal Supply Co.**
Prime Status:	**Non-Minority**
Location:	**Braselton, GA**
County:	**Braselton County**
Prime Value:	**$1,500,000.00 or 100.00%**
Subcontractor:	**None**
Total Contract Value:	**$1,500,00.00 or 100%**
Total Certified Value:	**$0.00**

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

Exhibit 1: Recommendation Memo
Exhibit 2: Bid Tabulation Sheet
Exhibit 3: Contractor Performance Report
Exhibit 4: Single Bid Analysis

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

Nick Ammons, Deputy Director, Public Works, 404-612-7530

Contract Attached

No

Agenda Item No.: 23-0956 **Meeting Date:** 12/20/2023

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$1,500,000.00
TOTAL:	$1,500,000.00

Grant Information Summary

Amount Requested:
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 - $500,000.00

Funding Line 2:

203-540-5400-W046: Water & Sewer R & E, Public Works, Water Meter Replacements - $1,000,000.00

Key Contract Terms	
Start Date: 1/1/2024	**End Date:** 12/31/2024
Cost Adjustment:	**Renewal/Extension Terms**: 2 renewal options remain

Overall Contractor Performance Rating: 88

Would you select/recommend this vendor again?
Yes

Report Period Start: **10/1/2022**

Report Period End: **9/30/2023**

DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM

FULTON COUNTY

TO: Felicia Strong-Whitaker, Purchasing

FROM: David Clark, Director DC

DATE: November 22, 2023

SUBJECT: 23ITBC100523A-KM, Water Meters

On November 21, 2023, the Department of Purchasing opened the subject Invitation to Bid (ITBC). There was (1) one response. Delta Municipal Supply Company provided the most responsive and responsible quote.

Therefore, we recommend the award of a purchase order to Delta Municipal Supply in the amount of $1,500,000.00.

Subject to 2024 Budget request approval, funding is available in the following accounts:

203-540-5453-1450: $500,000.00
203-540-5400-W046 $1,000,000.00

cc: Nick Ammons, Deputy Director, Public Works
Gerald Pace, Deputy Director, Administration, Public Works
Andrenette Whitlow, Material Management Manager, Public Works AW
Brian Jones, Chief Purchasing Agent, Purchasing

Water Meters 23ITBC100523A-KM			VENDOR NAME		VENDOR NAME		VENDOR NAME	
			Delta Municipal Supply Company		De			
			ADDRESS		ADDRESS		ADDRESS	
			408 Jesse Cronic Road Braselton, GA 30517 United States					
			TELEPHONE:		TELEPHONE		TELEPHONE	
			CONTACT: Michael Truelove		CONTACT:		CONTACT:	
	UNIT	QTY	UNIT $	TOTAL	UNIT $	TOTAL	UNIT $	TOTAL
1. 5/8" X 3/4" Ultrasonic COLD WATER METER INTERGRATED with R900 V5 RADIO TRANSMITTER		6000	$ 306.67	$ 1,840,020.00		$ -		$ -
2. 3/4" X 3/4" Ultrasonic COLD WATER METER INTERGRATED with R900 V5 RADIO TRANSMITTER	GAL	50	$ 333.33	$ 16,666.50		$ -		$ -
3. 1" X 1" Ultrasonic COLD WATER METER INTERGRATED with R900 V5 RADIO TRANSMITTER	GAL	50	$ 368.97	$ 18,448.50		$ -		$ -
4. 1-1/2" X 1-1/2" Ultrasonic COLD WATER METER INTERGRATED with R900 V5 RADIO TRANSMITTER	GAL	10	$ 821.43	$ 8,214.30		$ -		$ -
5. 2" X 2" Ultrasonic COLD WATER METER 15-1/4" Lay Length INTERGRATED with R900 V5 RADIO TRANSMITTER	GAL	10	$ 928.57	$ 9,285.70		$ -		$ -
6. 2" X 2" Ultrasonic COLD WATER METER 17" Lay Length INTERGRATED with R900 V5 RADIO TRANSMITTER	GAL	20	$ 971.43	$ 19,428.60		$ -		$ -
7. 3" Ultrasonic COLD WATER METER 12" Lay Length INTERGRATED with R900 V5 RADIO TRANSMITTER	GAL	1	$ 2,685.71	$ 2,685.71		$ -		$ -
8. 4" Ultrasonic WATER METER 14" Lay Length INTERGRATED with R900 V5 RADIO TRANSMITTER	GAL	10	$ 3,378.56	$ 33,785.60		$ -		$ -
9. 6" Ultrasonic WATER METER 24" Lay Length INTERGRATED with R900 V5 RADIO TRANSMITTER	GAL	10	$ 5,614.29	$ 56,142.90		$ -		$ -
10. 2" MEASURING CHAMBER REPLACEMENT w/ R900 V5 RADIO TRANSMITTER	GAL	1	$ 403.57	$ 403.57		$ -		$ -
11. 2" STRAINER FOR 2" METER	EACH	1	$ 602.00	$ 602.00		$ -		$ -
12 3" MEASURING CHAMBER REPLACEMENT w/ R900 V5 RADIO TRANSMITTER	GAL	5	$ 1,827.86	$ 9,139.30		$ -		$ -
13. 3" STRAINER FOR 3" METER	EACH	1	$ 971.00	$ 971.00		$ -		$ -
14. 3" HYDRANT METER manual read	EACH	25	$ 1,812.50	$ 45,312.50		$ -		$ -
15. 4" MEASURING CHAMBER REPLACEMENT w/ R900 V5 RADIO TRANSMITTER	GAL	5	$ 2,363.57	$ 11,817.85		$ -		$ -
16. 4" STRAINER FOR 4" METER	EACH	1	$ 1,794.00	$ 1,794.00		$ -		$ -
17. 6" MEASURING CHAMBER REPLACEMENT w/ R900 V5 RADIO TRANSMITTER	GAL	5	$ 3,435.00	$ 17,175.00		$ -		$ -
18. 8" Ultra Sonic Cold Water INTERGRATED with R900 V5 RADIO TRANSMITTER	GAL	18	$ 10,003.57	$ 180,064.26		$ -		$ -
19. 8" MEASURING CHAMBER REPLACEMENT w/ R900 V5 RADIO TRANSMITTER	GAL	5	$ 4,414.29	$ 22,071.45		$ -		$ -
20. 8" TURBINE UNIT MEASURING ELEMENT (UME) w/ R900 V5 RADIO TRANSMITTER	GAL	5	$ 6,624.29	$ 33,121.45		$ -		$ -
21. 10" Ultra Sonic Cold Water	GAL	2	$ 12,227.66	$ 24,455.32		$ -		$ -
22. INTERGRATED with R900 V5 RADIO TRANSMITTER	GAL	3	$ 5,485.71	$ 16,457.13		$ -		$ -
23. 10" MEASURING CHAMBER REPLACEMENT w/ R900 V5 RADIO TRANSMITTER	GAL	2	$ 8,195.71	$ 16,391.42		$ -		$ -
24. 10" TURBINE UNIT MEASURING ELEMENT (UME) w/ R900 V5 RADIO TRANSMITTER	GAL	2	$ 14,249.29	$ 28,498.58		$ -		$ -
25. 12" MEASURING CHAMBER REPLACEMENT w/ R900 V5 RADIO TRANSMITTER	GAL	1	$ 6,557.14	$ 6,557.14		$ -		$ -
26. 12" TURBINE UNIT MEASURING ELEMENT (UME) w/ R900 V5 RADIO TRANSMITTER	GAL	1	$ 8,195.71	$ 8,195.71		$ -		$ -
27. 1½ " FLANGE KIT & ACCES FOR 1 ½ " METER	EACH	1	$ 131.25	$ 131.25		$ -		$ -
28. 2 " FLANGE KIT & ACCES. FOR 2" METER	EACH	100	$ 180.00	$ 18,000.00		$ -		$ -
29. 3/4" x 5/8" R900 V5 RADIO TRANSMITTER w ENCODER REGISTER w UP TO 25 FT LEAD	GAL	100	$ 228.57	$ 22,857.00		$ -		$ -
30. 2" R900 V5 RADIO TRANSMITTER w ENCODER REGISTER w UP TO 25 FT LEAD	GAL	50	$ 228.57	$ 11,428.50		$ -		$ -

Water Meters 23ITBC100523A-KM			VENDOR NAME Delta Municipal Supply Company		VENDOR NAME De		VENDOR NAME	
			ADDRESS 408 Jesse Cronic Road Braselton, GA 30517 United States		ADDRESS		ADDRESS	
			TELEPHONE:		TELEPHONE		TELEPHONE	
			CONTACT: Michael Truelove		CONTACT:		CONTACT:	
31. 3" R900 V5 RADIO TRANSMITTER w ENCODER REGISTER w UP TO 25 FT LEAD	GAL	50	$ 228.57	$ 11,428.50		$ -		$ -
32. 3" R900 V5 RADIO TRANSMITTER w ENCODER REGISTER w UP TO 25 FT LEAD	GAL	50	$ 228.57	$ 11,428.50		$ -		$ -
33. 6" R900 V5 RADIO TRANSMITTER w ENCODER REGISTER w UP TO 25 FT LEAD	GAL	50	$ 228.57	$ 11,428.50		$ -		$ -
34. 8" R900 V5 RADIO TRANSMITTER w ENCODER REGISTER w UP TO 25 FT LEAD	GAL	50	$ 228.57	$ 11,428.50		$ -		$ -
35. BLUE MARKER, WATER, BALL, NEAR SURFACE	EACH	100	$ 25.50	$ 2,550.00		$ -		$ -
36. HYDRANT WRENCH	EACH	25	$ 35.00	$ 875.00		$ -		$ -
37. HYDRANT METER REBUILD KIT	GAL	5	$ 1,100.00	$ 5,500.00		$ -		$ -
				$ -		$ -		$ -
				$ -		$ -		$ -
				$ -		$ -		$ -
				$ -		$ -		$ -
				$ -		$ -		$ -
GRAND TOTAL:				$2,534,761.24		$0.00		$0.00
BIDS MAILED			NO RESPONSE:		ASSISTANT PURCHASING AGENT:			
BIDS RECEIVED:			NO-BIDS:		CHIEF ASSISTANT:			
					DEPT. AUTHORIZATION:			

Performance Evaluation Details

ID	E3
Project	Water Meters
Project Number	20ITBC101020A-CJC
Supplier	Delta Municipal Supply Compant
Supplier Project Contact	Micheal Truelove (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	10/01/2022 to 09/30/2023
Effective Date	10/02/2023
Evaluation Type	Formal
Interview Date	10/02/2023
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	10/02/2023 01:22 PM EDT
Completion Date	10/02/2023 01:22 PM EDT
Evaluation Score	88

12/04/2023

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE **17/20**

Rating

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

Comments *Not Specified*

TIMELINESS OF PERFORMANCE **14/20**

Rating

Satisfactory: There are no, or minimal, delays that impact achievement of contract requirements.

Comments There were minor delays due to supply chain issues and material shortages but the vendor was able to accommodate and fulfill the departments request within a timely manner.

BUSINESS RELATIONS **20/20**

Rating

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

Comments *Not Specified*

CUSTOMER SATISFACTION **20/20**

Rating

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

Comments *Not Specified*

COST CONTROL **17/20**

Rating

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

Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*

Single Bid/Quote Analysis Form

Date: December 8, 2023

Requesting Department: Public Works

Solicitation Number: 23ITBC100523A-KM

Title: Water Meters

Bid / Proposal Due Date: November 21, 2023

Brief Description: Fulton County, Georgia ("County") is soliciting proposals for new service connection water meters, repair, and replacement of current locations.

Number of Notifications: 1

RANDOM CANVASSING OF OTHER VENDORS:
(1) Lack competency (2) Poor timing (3) Lack resources (4) Short response due date (5) Other

1. Vendor:	Claude Paul Chemicals
Contact Person:	Claude Paul
Phone Number:	404-478-9374
Reason for not responding:	☐ 1 ☐ 2 ☒ 3 ☐ 4 ☒ 5 ☐ No Response
Comments	The vendor only reads and repairs water meters. Unable to provide the items and does not perform any maintenance or service on these types of equipment(s).
2. Vendor:	Atlanta Rubber & Hydraulics, Inc.
Contact Person:	Delano Dryden
Phone Number:	770-955-5225
Reason for not responding:	☒ 1 ☐ 2 ☒ 3 ☐ 4 ☒ 5 ☐ No Response
Comments	The vendor is capable of providing service but they would have to outsource this solicitation to another company and do a joint venture.
3. Vendor:	CMES,Inc.
Contact Person:	Chet
Phone Number:	770-982-1905

Reason for not responding:	☒ 1 ☐ 2 ☒ 3 ☐ 4 ☒ 5 ☐ No Response
Comments	The vendor would have to outsource this solicitation to another company.
4. Vendor:	Kendall Supply, Inc.
Contact Person:	Kevin Purcell
Phone Number:	706-255-4273
Reason for not responding:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ 5 ☐ No Response
Comments	The vendor is knowledgeable and capable of providing the service but does not participate or respond to public competitiveness. They do not list their prices for the public to view because of their private licenses.
5. Vendor:	
Contact Person:	
Phone Number:	
Reason for not responding:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ No Response
Comments	

Additional vendors can be added if needed.

RECOMMENDATION AND SUGGESTIVE COURSE OF ACTION:

There were 167 vendors notified via Bidnet. 38 of the vendors download parts of the ITBC, with 10 vendors downloading the ITBC in full. Based on the feedback from the vendors we do not believe re-bidding this ITBC will provide additional bids and recommend moving forward with the single bid received.

☒ **Award Contract Basis:** Click here to enter text.

☐ **Re-solicit**

☐ **Other**

Click here to enter text.

Keisha Massey	Assistant Purchasing Agent	December 8, 2023
Purchasing Representative (CAPA/APA/PO Completing Form)	**Title**	**Date**

Purchasing Director	**Date**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0957 **Meeting Date:** 12/20/2023

Department
Community Development

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a contract between Fulton County and Atlanta Partners for Education in the amount of $250,000.00 to support three critical priorities supporting efforts around Atlanta Public School's 150th anniversary-whole child intervention, college and career readiness, and signature district-wide events. Funds are essential for continuing work during this milestone year and will allow Atlanta Public Schools to scale beyond 2023. The term of this Contract shall be upon BOC approval through December 31, 2023.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Official Code of Georgia 36-10-1 states that all contracts entered by Fulton County with other partners or persons on behalf of the County shall be in writing and entered on the Board of Commissioners meeting 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.)*
The Department of Community Development recommends approval of a contract between Fulton County and Atlanta Partners for Education in the amount of $250,000.00 to support three critical

priorities - whole child intervention, college and career readiness, and signature district-wide events. On January 18, 2023, as part of the adopted 2023 budget, the Board of Commissioners approved an increase to the Department of Community Development's budget by $250,000 to provide a grant to Atlanta Public Schools (DBA Atlanta Partners for Education).

Scope of Work: Funding will be used to support three critical priorities 1) Whole Child Intervention: Teaching and learning enrichment, Unrestricted financial support to high-need schools, mental and behavioral health resources. 2) College and Career Readiness, College and career pathways through field trips, career days and tutor sessions, Support for mentorship and tutoring programs, Career preparation, including resume and interview prep. 3) APS has several upcoming signature events to support efforts around the 150th anniversary: APS 150th Back-to-School Bash, APS 150th Gala Celebration and Communications, APS Scholarships.

Community Impact: The Fulton County Department of Community Development strengthens people, families, and communities through partnerships with various community organizations and outreach programs, particularly non-profit, private sector, government, volunteer, and citizen advocates.

Department Recommendation: Approve the requested action.

Project Implications: Approval for the use of these funds is essential for Atlanta Partners for Education to continue the momentum of this impactful work during this milestone year and allow APS to scale beyond 2023.

Community Issues/Concerns: N/A

Department Issues/Concerns: N/A

Fiscal Impact / Funding Source

Funding Line 1:

100-121-2615-1160

CONTRACT BETWEEN FULTON COUNTY, GEORGIA
AND ATLANTA PARTNERSHIP OF BUSINESS AND EDUCATION, INC.

THIS CONTRACT entered this **19th** day of October 2023, is between FULTON COUNTY, a political subdivision of the state of Georgia ("Fulton County" or the "County"), and **ATLANTA PARTNERSHIP OF BUSINESS AND EDUCATION, INC.** ("APBE"), a Georgia nonprofit corporation.

WHEREAS, pursuant to O.C.G.A. § 36-1-19.1, Fulton County is authorized and empowered under the laws of the State of Georgia to enter contracts for services with individuals, organizations, and institutions, for purely charitable reasons to include humanities and educational purposes, provided that the activities funded by any such contributions shall take place within the county making the contribution; and

WHEREAS, Atlanta Partnership of Business and Education, Inc. ("APBE") is dedicated to serving the students of Atlanta Public Schools ("APS") by providing opportunities for the Atlanta community to become involved in public education; and

WHEREAS, APBE galvanizes and facilitates long and short-term partnerships with the goal of improving student achievement in APS as well as improving graduation rates and building the future workforce; and

WHEREAS, APBE also works to create partnerships between businesses and APS that enable volunteers to share their skills, talent and ideas directly with the school district to develop strategic solutions to district challenges; and

WHEREAS the Fulton County Department of Community Development strengthens people, families, and communities through partnerships with various community organizations and outreach programs, particularly non-profit, private sector, government, volunteer, and citizen advocates; and

WHEREAS, on January 18, 2023, the Fulton County Board of Commissioners approved a $250,000 increase in the FY2023 Budget for the Department of Community Development to be allocated specifically to the APS; and

WHEREAS, APS subsequently requested that the $250,000 allocation be awarded to APBE to be used for the benefit of APS; and

WHEREAS, on October 18, 2023, the Fulton County Board of Commissioners approved a name change to reflect that the award allocated to APS would be allocated to APBE instead; and

WHEREAS, APBE guarantees, by and through this Contract, that it shall expend the funds under this Contract for services provided to APS students in Fulton County that are consistent with its mission and deriving no profit to the organization, and on activities within Fulton County consistent with the Contract provisions outlined in Section 1.0 and Attachment "A" hereunder.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

1.0 STATEMENT OF WORK

The County shall provide financial assistance in an amount not to exceed **$250,000.00** to APBE to help provide operational resources for certain programs and service-related activities in Fulton County as further described in Attachment "A".

2.0 COMPENSATION FOR SERVICES AND WORK

Funding for the services and work described in Section 1.0 herein, and in Attachment "A" shall be as follows: The total amount payable to APS per the terms and execution of this Contract is not to exceed Two Hundred Fifty Thousand Dollars (**$250,000.00).** Such payment shall be made in one (1) lump sum after the full execution of this Contract provided that APBE agrees to submit the required invoices and documentation supporting the services performed for the monies expended to the Director of the Fulton County Department of Community Development by December 31, 2023, as required in Attachment "A," Scope of Work. Two (2) copies of the documentation shall be included with the submission.

3.0 TERM OF CONTRACT

Unless terminated by mutual agreement, or in accordance with other terms and provisions contained herein, the term of this Contract shall be upon execution through December 31, 2023, unless otherwise terminated first by the County. APBE shall utilize the County's funding only for services which are included within the scope of Sections 1.0 and 2.0 and Attachment "A" of this Contract.

4.0 IMPROPER EXPENDITURES

Any item of expenditure by APBE under the terms of this Contract which is found by auditors, investigators, and other authorized representatives of Fulton County to be improper, unallowable, in violation of federal or state law or the terms of this Contract, or involving any fraudulent, deceptive, or misleading representations or activities of APBE, shall become APBE's liability, to be paid by APBE from funds other than those provided by Fulton County under this Contract.

5.0 TERMINATION OF CONTRACT

5.1 TERMINATION OF CONTRACT FOR CAUSE

Either the County or APBE may terminate this Contract in the event the other party fails to perform in a timely and proper manner its obligations in accordance with the provisions of the Contract. Any party seeking to terminate this Contract is required to give seven (7) days prior written notice to the other party specifying the reasons for such intention to terminate or suspend the Contract. The party receiving such notice under this provision shall have seven (7) days after receipt of service of the notice to correct the violation. If performance is not made, the Contract shall, upon expiration of said seven (7) days from the date notice is delivered, be suspended, or terminated without further notice. Notice of termination shall

be delivered by hand delivery, certified mail with receipt for delivery returned to the sender, or delivery by a nationally recognized overnight delivery service.

5.2 TERMINATION FOR CONVENIENCE OF THE COUNTY

Notwithstanding any other provisions, the County may terminate this Contract for its convenience at any time by giving at least seven (7) days prior notice in writing (hand delivery or certified mail with receipt) to APBE.

6.0 RECORDS, REPORTS AND AUDITS

The APBE shall maintain accounts and records, including personal property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be requested by the County to assure proper accounting for all funds, both public and private. Said records shall be made available for audit purposes to the County or its representative(s) and shall be retained for at least three (3) years after expiration of this Contract or completion of the program unless permission to destroy them is granted by the County. APBE's records and accounts shall at all times meet or exceed the applicable requirements of Federal, State and County laws, rules, and regulations.

7.0 INSPECTION OF FILES AND RECORDS

Fulton County shall at all reasonable times have access to the pertinent offices and books and records of APBE for inspection of the activities performed and expenses incurred under this Contract.

8.0 PUBLICITY

Any favorable publicity put out by APBE, given to the services provided in Attachment "A" following the execution of this Contract must identify Fulton County prominently as a sponsoring agency. Specifically, in all publications referencing the services funded under this Contract, APBE agrees to display and make known that the services were assisted under the auspices of Fulton County.

9.0 ASSIGNMENT OF CONTRACT

APBE shall not make any purported assignment of this Contract, any part thereof, or the funds, or delegate the duties herewith without prior written consent of the County.

10.0 CONFLICT OF INTEREST

No member, officer, or employee of the County or its designee or agents, no member of the governing body of the County, and no other official of the County who exercises or has exercised any functions or responsibilities with respect to the County-assisted activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities covered by this Contract, may obtain a personal or financial interest or benefit in any contract, subcontract with

respect thereto, or the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

11.0 EQUAL OPPORTUNITY AND NONDISCRIMINATION

APBE shall comply with all requirements imposed by or pursuant to Title VI and Title VII of the Civil Rights Act, as Amended, Age Discrimination in Employment Act; Rehabilitation Act of 1973, as Amended, section 504; Equal Pay Act; the American with Disabilities Act of 1990, as Amended; Fair Housing Act, as Amended; and any other applicable Acts which prohibit/discriminate on the ground of race, color, religion, sex, age, national origin, handicap, disability, or familial status. No person in the United States shall be unlawfully excluded from participation in, be denied the benefit of, or be subjected to discrimination under this Contract.

12.0 HOLD HARMLESS/ INDEMNIFICATION

APBE hereby warrants, represents, covenants and agrees to indemnify and save and hold harmless the County, its commissioners, officers, and employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, reasonable attorney's fees and legal expenses) suffered or incurred by, or asserted against, such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of APBE, its agents, employees, officers and directors. Further, to the extent allowable by law, APBE does also hereby agree to release, indemnify, defend, and hold harmless the County, its commissioners, officers, and employees, from any injury (including death resulting therefrom), loss, claim or damage sustained by APBE's agents and employees, without regard to negligence. APBE's liability for indemnification pursuant to this paragraph shall be limited to $1,000,000.00. The language of this indemnification clause shall survive the termination of this Contract.

13.0 VARIATIONS OR MODIFICATIONS TO CONTRACT

This Contract constitutes the entire arrangement between the County and APBE, and there are no further written or oral contracts with respect thereto. No variation or modification of this Contract and no waiver of its provisions shall be valid unless in writing, approved by the Board of Commissioners, and signed by County and APBE's duly authorized representatives.

Further, in the event of any material change or modification in APBE's Contract or any contract with any other funding source during the course of this Contract, APBE shall immediately notify the Director of the Department of Community Development of such change. Nothing herein shall preclude APBE from pursuing contracts with the County for subsequent years, with the approval of additional funding by the Board of Commissioners.

14.0 GOVERNING LAW

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

IN WITNESS WHEREOF, each party attests that the individual(s) executing the Contract on its behalf has both express and apparent authority to bind the respective entity to the terms and conditions of the Contract and has hereto caused the Contract to be executed and delivered on this,

The 19th___day of October, 2023.

Atlanta Partnership of Business and Education, Inc.

Joi H. Hunter

Joi Hunter
Executive Director

Attest:

(Signature)

Victoria O. Forbes-Roberts

Name (Typed or Printed)

Title Chair, APFE

(Seal)

Fulton County, Georgia

Robert L. Pitts, Chair
Board of Commissioners

Attest:

Tonya Grier,
Clerk to the Commission

(Seal)

Approved as to Content:

Stanley Wilson, Director
Department of Community Development

Approved as to Form:

Office of the County Attorney

ATTACHMENT "A" SCOPE OF WORK

ATLANTA PARTNERSHIP OF BUSINESS AND EDUCATION, INC.

In consideration of the not to exceed amount of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000.00) allocated to APBE on behalf of APS as part of the Fulton County Community Development Department's FY2023 Budget, APBE agrees to perform services and provide the following information.

APBE will use the generous $250,000.00 to support three critical priorities supporting efforts around the 150th anniversary—whole child intervention, college and career readiness, and signature district-wide events. Funds will be essential for continuing the momentum of this impactful work during this milestone year and allow APS to scale beyond 2023.

1. Whole Child Intervention
   - Teaching and learning enrichment
   - Unrestricted financial support to high-need schools
   - Social/Emotional Learning (mental and behavioral health resources)

2. College and Career Readiness
   - College and career pathways through field trips, career days and tutor sessions
   - Support for mentorship and tutoring programs
   - Career preparation, including resume and interview prep

3. APS has several upcoming signature events to support efforts around the 150th anniversary:
   - APS 150th Back-to-School Bash
   - APS 150th ~~Gala~~ Celebration and Communications
   - APS Scholarships

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0958 **Meeting Date:** 12/20/2023

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to adopt the Model Adoption Resolution and the local amendment to the Georgia State Minimum Standard Plumbing Code for water efficiency pursuant to O.C.G.A. § 8-2-25(c)(1).

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
O.C.G.A. § 12-5-572 established the MNGWPD and charged it with addressing comprehensive water resource management planning from a regional perspective through policies, plans and intergovernmental coordination.

O.C.G.A. § 8-2-25(c)(1) permits the governing authority of a county to adopt and enforce minimum standard building, plumbing, and electrical codes that are more stringent than state minimum standard codes when such standards are based on local factors. Any such proposed amendments to the state minimum standard codes must be submitted to the Georgia Department of Community Affairs sixty (60) days prior to the adoption of such amendment. If the department fails to respond within that time, the local governing body may adopt the proposed amendment.

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 Department of Public Works recommends approval of the Model Adoption Resolution and the local amendment to Georgia State Minimum Standard Plumbing Code, as outlined in Chapter 14, Article II, Division 1, Section 14-38 of the Fulton County Code of Ordinances. In December 2022, the Metropolitan North Georgia Water Planning District (MNGWPD) updated the Water Resources Management Plan to include new requirements for water providers within the MNGWPD, including action item WSWC-8 requiring an increase in indoor and outdoor water efficiency through new requirements adopted as local plumbing code amendments. Fulton County is a member of the MNGWPD and is required to adopt these amendments by January 1, 2024 for developments in the unincorporated areas of Fulton County.
Georgia established itself as a national leader when the state passed the Water Stewardship Act of 2010, which directed the Georgia Department of Community Affairs to set more efficient state-wide minimums for indoor water efficiency. In the past 11 years, new water efficient technologies and standards have been developed, and more efficient technologies have become widely available at comparable prices in the marketplace that increase indoor and outdoor water efficiency. These technologies and practices are included as part of the Metro Water District - Water Efficiency Code Requirements.

Community Impact: The new water efficiency code requirements incorporate the latest water-efficiency products that are readily available in the marketplace and will apply to new construction of homes and multi-family properties, as well as building renovations, effective January 1, 2024. Required water-efficient plumbing fixtures, equipment, and irrigation system components are one of many key water conservation strategies in the updated plan to help protect our region's limited water supplies. According to the MNGWPD, the adoption of the indoor and outdoor residential plumbing code changes could save up to 24,000 gallons of water per home annually. These new requirements will only apply to all new and redevelopment activity occurring in the unincorporated portions of Fulton County. Each individual city within Fulton County will be required to adopted similar code changes as part of their development codes.

Department Recommendation: The Department of Public Works recommends approval of the Model Adoption Resolution and the local amendment to the Georgia State Minimum Standard Plumbing Code for water efficiency, as outlined in Chapter 14, Article II, Division 1, Section 14-38 of the Fulton County Code of Ordinances.

Project Implications: The County could incur fines and other penalties, including potential impacts to water and wastewater permits, if it does not adopt the resolution and subsequent amendments to the Plumbing Code. Additionally, failure to adopt the resolution could potentially impact Fulton County's ability to meet the MNGWPD's goal of 11% reduction in per capita water usage by 2030.

Community Issues/Concerns: The Department of Public Works is not aware of any issues/concerns raised by the community.

Department Issues/Concerns: The Department of Public Works does not have any issues or concerns with the resolution.

Additional Information: To protect the interests of the County, the County Attorney shall approve the [e.g., contract, Intergovernmental Agreement, Memorandum of Understanding, etc.] as to form and

substance, and make any necessary modification, prior to execution by the Chairman.

Fiscal Impact / Funding Source

Funding Line 1:

N/A

A RESOLUTION TO ADOPT LOCAL AMENDMENT TO PLUMBING CODE FOR WATER EFFICIENCY

WHEREAS, the current minimum water efficiency requirements for buildings in the Fulton County's jurisdiction is the Georgia State Minimum Standard Plumbing Code ("Georgia Plumbing Code") as approved and adopted by the Georgia Department of Community Affairs ("DCA") from time to time;

WHEREAS, the Fulton County Board of Commissioners, like all local governments in the State of Georgia, is authorized under O.C.G.A. § 8-2-25(c) to adopt local requirements when needed that are more stringent than the Georgia Plumbing Code based on local climatic, geologic, topographic, or public safety factors;

WHEREAS, the Fulton County Board of Commissioners has followed the required procedures in O.C.G.A. § 8-2-25(c) for local adoption of the Local Amendments to Plumbing Code for water efficiency, and DCA has recommended that they be adopted;

WHEREAS, the long-term availability, reliability, and resiliency of water supplies is a critical need of Fulton County and water efficiency is essential to meeting this need;

WHEREAS, the Fulton County Board of Commissioners is adopting the Local Amendments to Plumbing Code to meet this critical need and to comply with the requirements of Metropolitan North Georgia Water Planning District's 2022 Water Resources Plan in the WSWC-8 Action Item on Metro Water District – Water Efficiency Code Requirements.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The governing body of Fulton County finds that, based on local climatic, geographic, topographic, and public safety factors included in the Metro Water District's plans, it is justified in adopting local water efficiency requirements more stringent that the Georgia Plumbing Code.

2. The Fulton County Board of Commissioners has followed the required procedures in O.C.G.A. § 8-2-25(c).

3. The Fulton County Board of Commissioners hereby adopts the Local Amendments to Plumbing Code, which will take effect on January 1, 2024.

BE IT FINALLY RESOLVED that this Resolution shall take effect upon its adoption, and all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this 20th day of December, 2023.

FULTON BOARD OF COMMISSIONERS

By: _____
Robb Pitts, Chairman

ATTEST:

_____
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo
County Attorney

Metro Water District – Water Efficiency Code Requirements
Local Amendment to Plumbing Code

Amendment to local code of ordinances *[Chapter 14, Article II, Division 3, Section 14-38]*. Effective January 1, 2024, the Georgia State Minimum Standard Plumbing Code has been amended by the *Fulton County Board of Commissioners* as follows:

Chapter 2, Section 202 General Definitions. Add in alphabetical order and revise, as applicable, the following definitions:

KITCHEN FAUCET OR KITCHEN FAUCET REPLACEMENT AERATOR. A kitchen faucet or kitchen faucet replacement aerator that allows a flow of no more than 1.8 gallons of water per minute at a pressure of 60 pounds per square inch and conforms to the applicable requirements in ASME A112.18.1/CSA B125.1.

LAVATORY FAUCET OR LAVATORY FAUCET REPLACEMENT AERATOR. A lavatory faucet or lavatory faucet replacement aerator that allows a flow of no more than 1.2 gallons per minute at a pressure of 60 pounds per square inch and is listed to the WaterSense High Efficiency Lavatory Faucet Specification.

LANDSCAPE IRRIGATION.

Flow sensor. An inline device in a landscape irrigation system that produces a repeatable signal proportional to flow rate.

Lawn or Landscape Irrigation system. An assembly of component parts that is permanently installed for the controlled distribution of water to irrigate landscapes such as ground cover, trees, shrubs, and other plants. Lawn and Landscape Irrigation System refer to the same system.

Master shut-off valve. An automatic valve such as a gate valve, ball valve, or butterfly valve) installed as part of the landscape irrigation system capable of being automatically closed by the WaterSense controller. When this valve is closed water will not be supplied to the landscape irrigation system.

Pressure regulating device. A device designed to maintain pressure within the landscape irrigation system at the manufacturer's recommended operating pressure and that protects against sudden spikes or drops from the water source.

Rain sensor shut-off. An electric device that detects and measures rainfall amounts and overrides the cycle of a landscape irrigation system so as to turn off such system when a predetermined amount of rain has fallen.

WaterSense irrigation controller. Is a weather-based or soil moisture-based irrigation controller labeled under the U.S. Environmental Protection Agency's WaterSense program, which includes standalone controllers, add-on devices, and plug-in devices that use current weather data as a basis for scheduling irrigation.

WaterSense spray sprinkler bodies. A sprinkler body with integral pressure regulation, generating optimal water spray and coverage labeled under the U.S. Environmental Protection Agency's WaterSense program.

SHOWER HEAD. A shower head that allows a flow of no more than the average of 2.0 gallons of water per

minute at 80 pounds per square inch of pressure, is listed in the WaterSense Specification for Showerheads, and meets the US Department Definition of Energy definition of showerhead.

Chapter 6, Section 604.4 Maximum Flow and Water Consumption. Revise Section 604.4 to read as follows:

Consistent with the general approach taken in Georgia, these Maximum Flow and Water Consumption requirements and related definitions in Section 604.4 of the plumbing code shall apply to all plumbing systems, including those in one- and two-family dwellings. The maximum water consumption flow rates and quantities for all plumbing fixtures and fixture fittings shall be in accordance with Table 604.4.

Exceptions:

1. Blowout design water closets having a water consumption not greater than $3^1/_2$ gallons (13 L) per flushing cycle.
2. Vegetable sprays.
3. Clinical sinks having a water consumption not greater than $4^1/_2$ gallons (17 L) per flushing cycle.
4. Laundry tray sinks and service sinks.
5. Emergency showers and eye wash stations.

TABLE 604.4
MAXIMUM FLOW RATES AND CONSUMPTION FOR
PLUMBING FIXTURES AND FIXTURE FITTINGS

PLUMBING FIXTURE OR FIXTURE FITTING	**MAXIMUM FLOW RATE OR QUANTITY[b]**
Lavatory faucet and replacement aerators, private	WaterSense Labeled & 1.2 gpm at 60 psi[f]
Lavatory faucet, public (metering)	0.25 gallon per metering cycle
Lavatory, public (other than metering)	0.5 gpm at 60 psi
Showerhead[a]	WaterSense Labeled & 2.0 gpm at 80 psi[f]
Kitchen faucet and replacement aerators	1.8 gpm at 60 psi[f, g]
Urinal	0.5 gallon per flushing cycle[f]
Water closet	1.28 gallons per flushing cycle[c, d, e, f]

For SI: 1 gallon = 3.785 L, 1 gallon per minute = 3.785 L/m,
1 pound per square inch = 6.895 kPa.

a. A hand-held shower spray is a shower head. As point of clarification, multiple shower heads may be installed in a single shower enclosure so long as each shower head individually meets the maximum flow rate, the

WaterSense requirements, and the US Department of Energy definition of showerhead. However, multiple shower heads are not recommended for water efficiency purposes.

b. Consumption tolerances shall be determined from referenced standards.

c. For flushometer valves and flushometer tanks, the average flush volume shall not exceed 1.28 gallons.

d. For single flush water closets, including gravity, pressure assisted and electro-hydraulic tank types, the average flush volume shall not exceed 1.28 gallons.

e. For dual flush water closets, the average flush volume of two reduced flushes and one full flush shall not exceed 1.28 gallons.

f. See 2014 GA Amendment to Section 301.1.2 'Waiver from requirements of high efficiency plumbing fixtures'.

g. Kitchen faucets are permitted to temporarily increase the flow above the maximum rate, but not to exceed 2.2 gpm (8.3 L/m) at 60 psi (414 kPa) and must revert to a maximum flow rate of 1.8 gpm (6.8 L/m) at 60 psi (414 kPa) upon valve closure.

604.4.1 Clothes Washers. Residential clothes washers shall be in accordance with the Energy Star program requirements.

604.4.2 Cooling Tower Water Efficiency.

604.4.2.1 Once-Through Cooling. Once-through cooling using potable water is prohibited.

604.4.2.2 Cooling Towers and Evaporative Coolers. Cooling towers and evaporative coolers shall be equipped with makeup water and blow down meters, conductivity controllers and overflow alarms. Cooling towers shall be equipped with efficiency drift eliminators that achieve drift reduction to 0.002 percent of the circulated water volume for counterflow towers and 0.005 percent for crossflow towers.

604.4.2.3 Cooling Tower Makeup Water. Water used for air conditioning, cooling towers shall not be discharged where the hardness of the basin water is less than 1500 mg/L. **Exception:** Where any of the following conditions of the basin water are present: total suspended solids exceed 25 ppm, $CaCO_3$ exceeds 600 ppm, chlorides exceed 250 ppm, sulfates exceed 250 ppm, or silica exceeds 150 ppm.

604.4.3 Landscape Irrigation System Efficiency Requirements. The requirements in Section 604.4.3 apply to all new landscape irrigation systems connected to the public water system except those (a) used for agricultural operations as defined in the Official Code of Georgia Section 1-3-3, (b) used for golf courses, and (c) dependent upon a nonpublic water source. Nothing in this Code or this Section 604.4.3 is intended to require that landscape irrigation systems must be installed at all premises. The landscape irrigation efficiency requirements in this Section 604.4.3 apply only when someone voluntarily chooses, or is otherwise required by some requirement beyond this Code, to install a landscape irrigation system on premises.

604.4.3.1 Avoiding Water Waste Through Design. All new landscape irrigation systems shall adhere to the following design standards:

1. Pop-up type sprinkler heads shall pop-up to a height above vegetation level of not less than four (4) inches above the soil level when emitting water.
2. Pop-up spray heads or rotary sprinkler heads must direct flow away from any adjacent surfaces and must not be installed closer than four inches from impervious surfaces.

3. Areas less than ten (10) feet in width in any direction shall be irrigated with subsurface irrigation or by other means that produces no overspray or runoff.
4. Narrow or irregular shaped landscaped areas, less than four (4) feet in any direction across opposing boundaries shall not be irrigated by any irrigation emission device except sub-surface or low flow emitters with flow rates not to exceed 6.3 gallons per hour.

604.4.3.2 Landscape Irrigation System Required Components. All new landscape irrigation systems shall include the following components:

1. A rain sensor shut-off installed in an area that is unobstructed by trees, roof over hangs, or anything else that might block rain from triggering the rain sensor shutoff.
2. A master shut-off valve for each controller installed as close as possible to the point of connection of the water but downstream of the backflow prevention assembly.
3. Pressure-regulating devices such as valve pressure regulators, sprinkler head pressure regulators, inline pressure regulators, WaterSense spray sprinkler bodies, or other devices shall be installed as needed to achieve the manufacturer's recommended pressure range at the emission devices for optimal performance.
4. Except for landscape irrigation systems serving a single-family home, all other systems must also include:
   (a) a WaterSense irrigation controller; and
   (b) at least one flow sensor, which must be installed at or near the supply point of the landscape irrigation system and shall interface with the control system, that when connected to the WaterSense controller will detect and report high flow conditions to such controller and automatically shut master valves. The flow sensor serves to aid in detecting leaks or abnormal flow conditions by suspending irrigation. High flow conditions should be consistent with manufacturers' recommendations and specifications.

Chapter 13 NONPOTABLE WATER SYSTEMS, Section 1304 Reclaimed Water Systems. Revise Section 1304.3.2 to read as follows:

1304.3.2 Connections to water supply. Reclaimed water provided from a reclaimed wastewater treatment system permitted by the Environmental Protection Division may be used to supply water closets, urinals, trap primers for floor drains and floor sinks, water features and other uses approved by the Authority Having Jurisdiction, in motels, hotels, apartment and condominium buildings, and commercial, industrial, and institutional buildings, where the individual guest or occupant does not have access to plumbing. Also, other systems that may use a lesser quality of water than potable water such as water chillers, carwashes or an industrial process may be supplied with reclaimed water provided from a reclaimed wastewater treatment facility permitted by the Environmental Protection Division. The use of reclaimed water sourced from any new private reclaimed wastewater treatment system for outdoor irrigation shall be limited to golf courses and agriculture operations as defined in the Official Code of Georgia Section 1-3-3, and such reclaimed water shall not be approved for use for irrigating any other outdoor landscape such as ground cover, tree, shrubs, or other plants. These limitations do not apply to reclaimed water sourced from existing private reclaimed water systems or from existing or new, governmentally-owned reclaimed wastewater treatment systems.

Appendix E, Section E101.1.2. Revise Section E.101.1.2 to read as follows:

Because of the variable conditions encountered in hydraulic design, it is impractical to specify definite and detailed rules for sizing of the water piping system. Accordingly, other sizing or design methods conforming to good engineering practice standards are acceptable alternatives to those presented herein. Without limiting the foregoing, such acceptable design methods may include for multi-family buildings the Peak Water Demand

Calculator from the IAPMO/ANSI 2020 Water Efficiency and Sanitation Standard for the Built Environment, which accounts for the demands of water-conserving plumbing fixtures, fixture fittings, and appliances. If future versions of the Peak Water Demand Calculator including other building types, such as commercial, such updated version shall be an acceptable design method.

WSWC-8: METRO WATER DISTRICT – WATER EFFICIENCY CODE REQUIREMENTS

Responsible Party: Local Government	**Intent:** To increase indoor and outdoor water efficiency through new requirements adopted as local plumbing code amendments.

Action Item: Each local government shall adopt by January 1, 2024 and thereafter maintain the Metro Water District – Water Efficiency Code Requirements as a local amendment to the Georgia State Minimum Standard Plumbing Code. No modifications may be made to the water efficiency requirements or the effective date.

Description and Implementation: Georgia established itself as a national leader when the state passed the Water Stewardship Act of 2010, which directed the Georgia Department of Community Affairs to set more efficient state-wide minimums for indoor water efficiency. In the past 11 years, new water efficient technologies and standards have been developed, and more efficient technologies have become widely available at comparable prices in the marketplace that increase indoor and outdoor water efficiency.

The indoor fixture efficiency requirements in the Metro Water District – Water Efficiency Code Requirements are based on detailed market research on cost, availability, performance, and customer satisfaction performed by District staff. Other requirements are based on cost-benefit analyses performed during the plan update process. The latest WaterSense standards are included as part of the requirements, and while the EnergyStar program is primarily focused on energy use, it is included in the requirements because it also addresses water use in appliances connected to water sources. The requirements are also consistent with other nation-leading mandatory codes adopted by other states and local governments and other green codes and standards like International Association of Plumbing & Mechanical Officials (IAPMO) 2020 Water Efficiency and Sanitation Standard for the Built Environment, and the International Code Council 700-2020 National Green Building Standard.

Outdoor landscape irrigation often results in excessive water use from overspray, an uneven application of water, or high pressure in the line that can cause leaks. Outdoor water efficiency for landscape irrigation systems can be improved by maintaining optimum pressure with regulators, rain-sensor shutoffs, WaterSense irrigation controllers (non-single-family only), and monitoring the system for high-flow conditions (non-single-family only). There are also design practices that avoid water waste from landscape irrigation systems. These technologies and practices are included as requirements for new landscape irrigation systems as part of the Metro Water District – Water Efficiency Code Requirements. These requirements do not apply to landscape irrigation systems (a) used for agricultural operations as defined in O.C.G.A. § 1-3-3, (b) used for golf courses, and (c) dependent upon a nonpublic water source.

To reduce excessive outdoor water use, the Metro Atlanta Plumbing Code Efficiency requirements also prohibit irrigation with reclaimed water sourced from any new private reclaimed wastewater treatment system except for those irrigating golf courses and agriculture operations.

Local governments must follow the procedural requirements provided in O.C.G.A. § 8-2-25(c) for establishing local requirements that are more stringent than the state minimum standard code.

Need Assistance? Contact the District at TechnicalAssistance@northgeorgiawater.com or visit our website at www.northgeorgiawater.org/technicalassistance.

Resources:

- Metro Water District – Water Efficiency Code Requirements – Local Amendment to Plumbing Code, Model Findings Resolution, and Model Adoption Resolution.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0959 **Meeting Date:** 12/20/2023

Department
Senior Services

Requested Action
Request approval of a statewide contract - Department of Senior Services, SWC99999-SPD0000136-003A, Temporary Staffing Services in an amount not to exceed $116,270.06 with New World Employment (Tucker, GA), to provide staffing services to support the operation of the Department of Senior Services facilities. Effective dates: January 1, 2024, through June 30, 2024.

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
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 will use the Temporary Staffing Services to support staffing needs at Multipurpose Facilities and Adult Day Health Programs.

Scope of Work: A quicker response time in filling specialty positions; The availability of temporary placements for full-time positions during recruitment, extended illness, or other extended leave. The vendor can backfill vacancies within 24 hours. The vendor performs pre-employment testing requirements, background screening, and drug screens in accordance with the County policies. The vendor performs reference checks (personal and business).

Community Impact: Limits the time needed to fill positions, resulting in less of a service disruption to senior facility participants, thus having no negative impact.

Department Recommendation: The Department of Senior Services recommends approval of this item.

Project Implications: Future budgetary implications may include the possibility of requesting an increase in spending authority, which will depend upon the number of staff in the affected positions that may resign within the contract term. Funding for these requests will be available through un-funding the affected positions as they are vacated.

Community Issues/Concerns: This action has no community issues or concerns.

Department Issues/Concerns: The Department must be able to re-appropriate personnel expenses to operational expenses, as affected positions are vacated and then filled through the staffing agency.

Contract Modification: This is a new request.

Contract & Compliance Information

Contract Value: **$116,270.06**

Prime Vendor: **New World Employment**
Prime Status: **African American Female Business Enterprise**
Location: **Tucker, GA**
County: **DeKalb County**
Prime Value: **$116,270.06 or 100.00%**

Total Contract Value: **$116,270.06 or 100.00%**
Total Certified Value: **$116,270.06 or 100.00%**

Exhibits Attached

Exhibit 1: Contractor Performance Report
Exhibit 2: Cooperative Purchasing - Statewide Use Form
Exhibit 3: Statewide Information Sheet

Contact Information

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	0.00
Previous Adjustments:	0.00
This Request:	$116,270.06
TOTAL:	$116,270.06

Grant Information Summary

Amount Requested: N/A
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:
100-183-183S-1160; General Fund, Senior Services - Professional Services Line - $31,317.81

Funding Line 2:
100-183-183T-1160; General Fund, Senior Services - Professional Services Line - $30,317.78

Funding Line 3:
100-183-183U-1160; General Fund, Senior Services - Professional Services Line - $28,535.81

Funding Line 4:
100-183-183V-1160; General Fund, Senior Services - Professional Services Line - $26,098.66

Key Contract Terms	
Start Date: 1/1/2024	**End Date:** 6/28/2024
Cost Adjustment:	**Renewal/Extension Terms**:

Overall Contractor Performance Rating: 3.00

Would you select/recommend this vendor again?
Yes

Report Period Start: **7/1/2023**
Report Period End: **9/30/2023**

FULTON COUNTY PURCHASING & CONTRACT COMPLIANCE	**DEPARTMENT OF PURCHASFING & CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
07/03/23	09/29/22	01/03/23	12/31/23

Purchaser Order Number	Purchase Order Date
Waiting on Executed Contract	Waiting on Executed Contract

Department
Senior Services

Bid Number	Service Commodity
#SWC99999-SPD0000136-0003	Temporary Staffing Agency

Contractor
Happy Faces

Performance Rating

0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.

1. Quality of Goods/Services	(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification

○	0	The staffing receive by the department are professional and do a good job.
○	1	
○	2	
◉	3	
○	4	

2. Timeliness of Performance	(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/Change – On Time Completion Per Contract)

○	0	Filling positions requested by the department can sometimes be a challenge. However, recruitment challenges are being experienced throughout the job market and are not unique to only this contractor.
○	1	
◉	2	
○	3	
○	4	

3. Business Relations	(Responsiveness to Inquires – Prompt Problem Notifications)
○ 0 ○ 1 ○ 2 ○ 3 ◉ 4	Happy Faces is responsive to the department's inquiries and works diligently to resolve any issues as soon as possible.

4. Customer Satisfaction	(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – So Substitutions)
○ 0 ○ 1 ○ 2 ◉ 3 ○ 4	Happy Faces meets the department's quality expections for providing temporary staffing services where needed.

5. Contractors Key Personnel	(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
○ 0 ○ 1 ○ 2 ◉ 3 ○ 4	The Happy Faces Personnel have the skills needed to provide this services and remain available to resolve any challenges presented to them.

Overall Performance Rating	3.00	Date	11/07/23
Would you select/recommend this vendor again?		☑ Yes	☐ No
Rating completed by:	Andre L. Gregory		
Department Head Name:	Ladisa Onyiliogwu		
Department Head Signature			

After you have competed filling out the form:
Submit the for to Purchasing
Print a copy of the form
Save the form

Submit

Print

Save

Statewide Information Sheet

Statewide Contract Number	99999-SPD0000136 - 003A	**NIGP Code**	96269 (Please see additional NIGP Codes referenced)
Name of Contract	Temporary Staffing Services		
Effective Date	**July 01, 2017**	**Expiration Date**	**June 30, 2024**

Contract Table of Contents

Vendors Awarded	**9**	**Contract Information**	**MANDATORY CONTRACT**

Contract Information for Vendor	Page Number
New World Employment	2
Regional Map	3-4
Contract Renewals/Extensions/Changes	5
Contact Information	6

Vendor Information Sheet

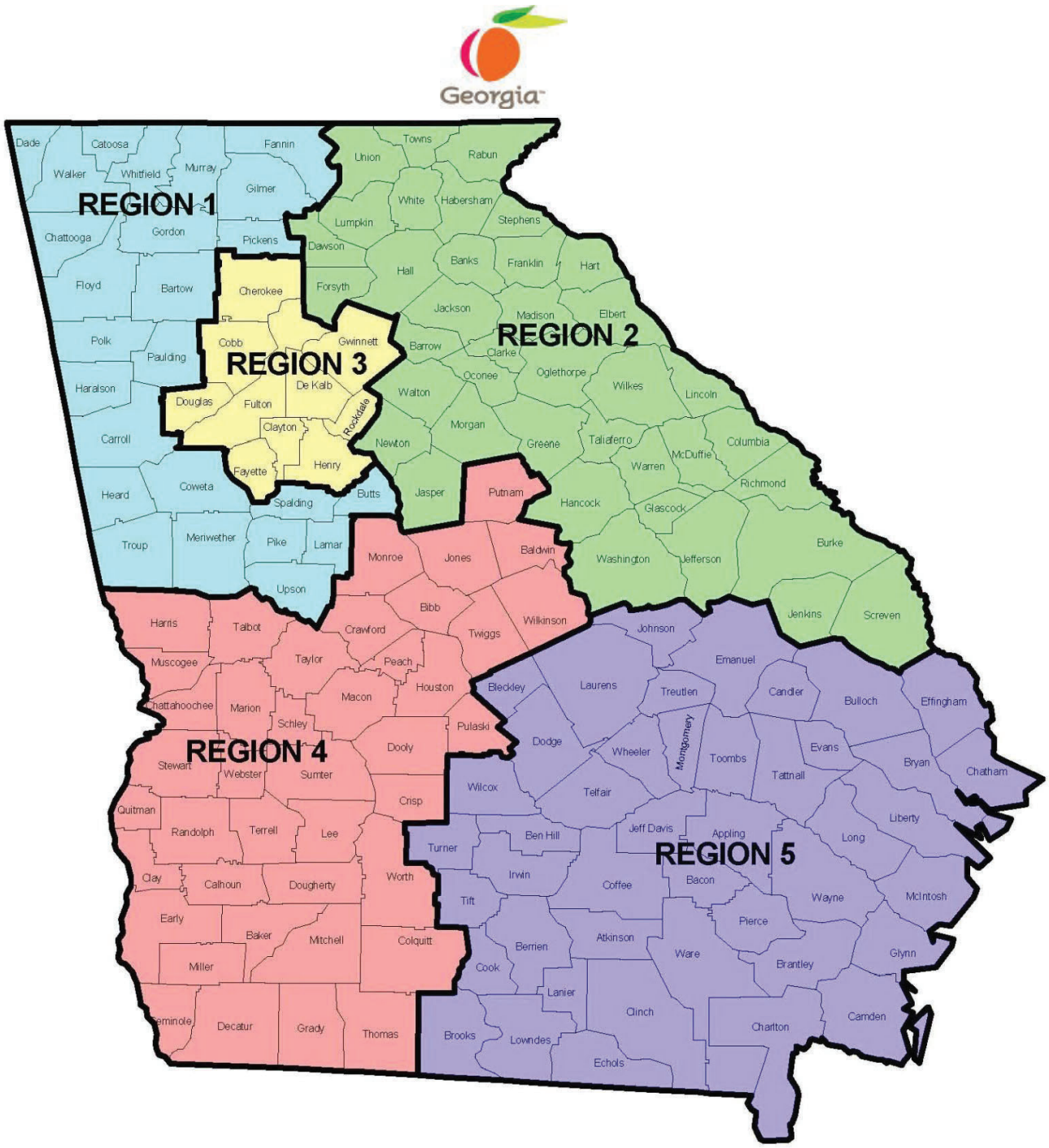
Contract Information	
Statewide Contract Number	99999-SPD0000136-003A
PeopleSoft Vendor Number	0000657662
Vendor Name & Address	
New World Employment, LLC 4333 Lynburn Drive Tucker, GA 30084	
Contract Administrator	

Michael Hairston
michaelh@snellinggeorgia.com
770-404-6735

Contact Details	
Ordering Information	E-mail or Phone call to Contract Administrator or Local Representatives
Remitting Information	PO Box 748804 Atlanta, GA 30374 Phone: 770-414-9071
Delivery Days	N/A
Discounts	N/A
Payment Terms	Net 30 Days
Bid Offer includes	State and Local Government
Acceptable payment method	Vendor willaccept Purchase Orders and the Purchasing Card under this contract as permitted by current policies governing the Purchasing Card program.

Regional Map

Regional Map - SWC Temporary Staffing Services - Administrative, Professional, Light Industrial & Healthcare


Georgia
REGION 1
Dade
Catoosa
Walker
Whitfield
Murray
Fannin
Gilmer
Chattooga
Gordon
Pickens
Floyd
Bartow
Polk
Paulding
Haralson
Carroll
Heard
Coweta
Troup
Meriwether
Pike
Lamar
Upson
Spalding
Butts
REGION 2
Towns
Union
Rabun
White
Habersham
Stephens
Lumpkin
Dawson
Hall
Banks
Franklin
Hart
Forsyth
Jackson
Madison
Elbert
Barrow
Clarke
Oconee
Oglethorpe
Walton
Wilkes
Lincoln
Morgan
Greene
Taliaferro
Columbia
Newton
Warren
McDuffie
Richmond
Jasper
Putnam
Hancock
Glascock
Washington
Jefferson
Burke
Jenkins
Screven
REGION 3
Cherokee
Cobb
Gwinnett
De Kalb
Douglas
Fulton
Rockdale
Clayton
Fayette
Henry
REGION 4
Monroe
Jones
Baldwin
Bibb
Wilkinson
Twiggs
Harris
Talbot
Crawford
Taylor
Peach
Muscogee
Houston
Macon
Chattahoochee
Marion
Schley
Pulaski
Dooly
Stewart
Webster
Sumter
Crisp
Quitman
Randolph
Terrell
Lee
Worth
Clay
Calhoun
Dougherty
Early
Baker
Mitchell
Colquitt
Miller
Seminole
Decatur
Grady
Thomas
REGION 5
Johnson
Emanuel
Bleckley
Laurens
Treutlen
Candler
Bulloch
Effingham
Dodge
Wheeler
Montgomery
Toombs
Evans
Tattnall
Bryan
Chatham
Wilcox
Telfair
Liberty
Jeff Davis
Appling
Long
Turner
Ben Hill
Irwin
Coffee
Bacon
Wayne
McIntosh
Tift
Pierce
Atkinson
Berrien
Ware
Glynn
Cook
Brantley
Lanier
Clinch
Camden
Brooks
Lowndes
Charlton
Echols

Region 1: 25 Counties / 8,261 Square Miles - Bartow (459.5), Butts (184.4), Carroll (499.1), Catoosa (162.2), Chattooga (313.3), Coweta (440.9), Dade(174.0), Fannin (389.7), Floyd (509.9), Gilmer (426.5), Gordon (355.8), Haralson
(282.2), Heard (296.0), Lamar (183.5), Meriwether (501.2), Murray (344.5), Paulding (312.2), Pickens (232.1), Pike (216.1), Polk (310.3), Spalding (196.5), Troup (414.0), Upson (323.4), Walker (446.4), Whitfield (290.5)

Region 2: 39 Counties / 14,005 Square Miles - Banks (232.1), Barrow (160.3), Burke (827.0), Clarke (119.2), Columbia (290.1), Dawson (210.8), Elbert (351.1), Forsyth (224.0), Franklin (261.5), Glascock (143.7), Greene (387.4), Habersham (276.7), Hall (392.8), Hancock (471.8), Hart (232.4), Jackson (339.7), Jasper (368.2), Jefferson (526.5), Jenkins (347.3), Lincoln (210.4), Lumpkin (282.9), Madison (282.3), McDuffie (257.5), Morgan (347.4), Newton (272.2), Oconee (184.3), Oglethorpe (439.0), Rabun (370.0), Richmond (324.3), Screven (645.1), Stephens (179.1), Taliaferro (194.6), Towns (166.6), Union (321.9), Walton (325.7), Warren (284.3), Washington (678), White (241.3), Wilkes (447)

Region 3: 10 Counties / 2,974 Square Miles - Cherokee (421.7), Clayton (141.6), Cobb (339.6), DeKalb (267.6), Douglas (200.1), Fayette (194.3), Fulton (526.6), Gwinnett (430.4), Henry (322.1), Rockdale (129.8)

Region 4: 41 Counties / 14,664 Square Miles - Baker (341.9), Baldwin (257.8), Bibb (249.8), Calhoun (280.4), Chattahoochee (248.7), Clay (195.4), Colquitt (544.2), Crawford (324.9), Crisp (272.6), Decatur (597.1), Dooly (391.9), Dougherty (328.7), Early (512.6), Grady (454.5), Harris (463.9), Houston (375.5), Jones (393.9), Lee (355.8), Macon (400.6), Marion (366.0), Miller (282.4), Mitchell (512.1), Monroe (395.7), Muscogee (216.4), Peach (150.3), Pulaski (249.0), Putnam (344.6), Quitman (151.2), Randolph (428.2), Schley (166.9), Seminole (235.2), Stewart (458.7), Sumter (482.7), Talbot (391.4), Taylor (376.7), Terrell (335.4), Thomas (544.6), Twiggs (358.4), Webster (209.1), Wilkinson (447.3), Worth (570.7)

Region 5: 44 Counties / 18,976 Square Miles – Appling (507.1), Atkinson (339.4), Bacon (258.6), Ben Hill (250.1),
Berrien (451.9), Bleckley (215.9), Brantley (442.4), Brooks (493.1), Bryan (436.0), Bulloch (672.8), Camden (613.0), Candler (243.0), Charlton (773.6), Chatham (426.4), Clinch (800.2), Coffee (575.1), Cook (227.2), Dodge (495.9), Echols (414.9), Effingham (447.7), Emanuel (680.6), Evans (182.9), Glynn (419.8), Irwin (354.3), Jeff Davis (330.7), Johnson (303.0), Lanier (185.3), Laurens (807.3), Liberty (489.8), Long (400.3), Lowndes (496.1), McIntosh (424.3), Montgomery (239.5), Pierce (316.5), Tattnall (479.4), Telfair (437.3), Tift (258.9), Toombs (364.0), Treutlen (199.4), Turner (285.4),

Ware (892.5), Wayne (641.8), Wheeler (295.5), Wilcox (377.7)
UPDATE:
EFFECTIVE DATE: 7/1/2021

Where the State agency seeks to change the status of an administrative temporary staffing resource, acquired under this Statewide contract, from temporary to permanent status, the following method shall be used to determine any applicable conversion fees due to the Statewide Contract supplier:

CONVERSION FEE: If prior to completing 520 hours of a work assignment, the contractor will convert to a full-time role, using a fee equal to 160 hours of the rate of pay.

Step 1: The temporary resource meets the administrative temporary staffing conversion requirements Step 2: Please contact the Statewide Contract Supplier Contract Manager to complete the resource conversion fee process

Affordable Care ACT Fee:
Contractor acknowledges the State's intent to take advantage of the Safe Harbor provision relevant to third-party employment arrangements between Applicable Large Employers and temporary staffing firms in compliance with the Code, rules, regulations and other official guidance, under which an offer of coverage by the temporary staffing firm is deemed an offer of healthcare coverage by User Agencies. Contractor further acknowledges that the fees a User Agency pays to Contractor include an additional fee attributable to those individuals with MEC. This additional fee shall be $ 2.00 per Contractor's Employee per month of MEC, as indicated in Contractor's cost proposal as ACA Safe Harbor Provision Fee", and shall be designated "ACA Compliance Charge" (or similar) on Contractor's invoice. The ACA Compliance Charge may appear as an aggregate total in the last weekly invoice of the month. Each of Contractor's last weekly invoices to a User Agency shall identify the number of Contractor's Employees who provided services to the User Agency during any portion of the month, and separately identify the number of Contractor's Employees with MEC, if different.

DOAS CONTACT INFORMATION

Tamar Forbes-Semple Contract Management Specialist
tamar.forbes-semple@doas.ga.gov
404-657-9430

CONTRACT AMENDMENT # 8
EXTENSION # 2

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	NEW WORLD EMPLOYMENT, LLC d/b/a SNELLING
Contract No.:	99999-001-SPD0000136-0003
Solicitation Title/Event Name:	Temporary Staffing Services
Contract Award Date:	July 1, 2017
Current Contract Term:	July 1, 2022 – June 30, 2023

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to extend for an additional term of twelve months, to establish the pricing schedule for this statewide contract and to modify the insurance requirements.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	July 1, 2023
End Date of New Contract Term:	June 30, 2024

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.

2. **SUCCESSORS AND ASSIGNS**. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services, during the term of this Extension, the new contract shall supersede this Extension.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	New World Employment, d/b/a Snelling
Authorized Signature:	Michael Hairston
Printed Name and Title of Person Signing:	Michael Hairston Principal
Date:	4/14/2023
Company Address:	4333 Lynburn Drive Tucker, GA 30084

STATE ENTITY

Authorized Signature:	Jim Barnaby
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commissioner State Purchasing Division
Date:	6/9/2023
Company Address:	200 Piedmont Avenue, S.E., Suite 1302, West Tower Atlanta, Georgia 30334-9010

COMPENSATION

Services shall be compensated on an hourly rate established by the Statewide Contract for a total not exceeding $116,270.06 (One Hundred Twenty-Seven Thousand Three Hundred Seventy-Eight Dollars and Fifty-Nine Cents) as shown below:

Position Title	Category	# of Positions	Employee Hourly Rates	Snelling Hourly Rates
Aquatic Instructor	Professional	As Needed	$ 17.65	$ 24.32
Art Instructor	Professional	As Needed	$ 17.65	$ 23.79
Computer Instructor	Professional	As Needed	$ 17.65	$ 23.79
Land Fitness Instructor	Professional	As Needed	$ 17.65	$ 23.79
Piano Instructor	Professional	As Needed	$ 17.65	$ 23.79
Yoga Instructor	Professional	As Needed	$ 17.65	$ 23.79
Lifeguard	Professional	As Needed	$ 13.63	$ 18.78
Rental Coordinator	Professional	As Needed	$ 22.70	$ 30.65

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0960 **Meeting Date:** 12/20/2023

Department
Senior Services

Requested Action
Request approval to amend and renew a memorandum of understanding with Friends of the Harriett G. Darnell Senior Multipurpose Facility, Inc. and Friends of Mills, Inc., non-profit organizations which support multipurpose and adult day programming through fundraising efforts; authorize the Chairman or any other duly authorized official to execute the amended memoranda of understanding; and authorize the County Attorney to approve the amended memoranda as to form and make any necessary modifications thereto prior to execution.

Requirement for Board Action
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
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

Scope of Work: The purpose of the amended MOUs is to strengthen and clarify the ongoing working relationship between Fulton County Government and nonprofit Friends of organizations that support multipurpose and adult day programming. The Department of Senior Services is responsible for the control of the Senior Multipurpose Facilities and manages the operations and services that benefit participants and the community.

These facilities provide services in the areas of wellness, fitness, socialization, nutrition, transportation, education and recreational activities for seniors over the age of 55 to age in place. Friends of Senior Multipurpose Facilities support the recreational, intellectual, social, physical and health needs of senior citizens, primarily age 55 and over, and thereby enhance and extend the lives of senior citizens who participate in the programs by providing financial and other support through fundraising and other supporting activities.

The MOUs were developed collaboratively with the Friends of organizations and provides a guide for fundraising, rental of facilities, fund disbursement, vending machine proceeds, auditing and reporting. Section (1) of the MOUs provides that "[v]ariations and modifications of this MOU, or waivers of its provisions, will not be valid unless they are reduced to writing, signed by the parties' duly authorized representatives, and approved by the Board of Commissioners. The requested amendments to the Friends of Darnell and Friends of Mills MOUs would remove the management of facility rentals from the Friends of Darnell and Friends of Mills groups. This function will be managed by the County and the Department of Senior Services.

Community Impact: The overall impact is Countywide, insuring that partnering with the Friends of organizations to enhance programming is in the best interests of the senior citizens in Fulton County.

Department Recommendation: The Department recommends approval.

History of BOC Agenda Item: Agenda item #16-0027; #18-0325

Contact Information

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

Contract Attached

Yes

Previous Contracts

Yes

FIRST AMENDMENT AND RENEWAL OF MEMORANDUM OF UNDERSTANDING BETWEEN FULTON COUNTY, GEORGIA AND FRIENDS OF THE HARRIETT G. DARNELL SENIOR MULTIPURPOSE FACILITY, INC.

THIS FIRST AMENDMENT AND RENEWAL OF MEMORANDUM OF UNDERSTANDING ("Amendment and Renewal") is entered into as of the ____ day of December, 2023, by and between FULTON COUNTY, GEORGIA ("County") and FRIENDS OF THE HARRIETT G. DARNELL SENIOR MULTIPURPOSE FACILITY, INC., a non-profit corporation incorporated under the laws of the State of Georgia ("Friends of Darnell"), Fulton County and Friends of Darnell are each a "Party" and collectively the "Parties".

WHEREAS, the County owns and maintains the Harriett G. Darnell Senior Multipurpose Facility ("Darnell Senior Facility") and, through the Department of Senior Services, is responsible for the delivery, management, operation and oversight of its senior multipurpose programs and adult day care services and activities at the Darnell Senior Facility; and

WHEREAS, the Friends of Darnell supports the recreational, intellectual, social, physical and health needs of senior citizens, primarily age 55 and over, and thereby enhances and extends the lives of senior citizens who participate in the programs at the Darnell Senior Facility by providing financial and other support through fundraising and other supporting activities as set forth in its organizational documents; and

WHEREAS, on May 16, 2018, the Board of Commissioners passed Resolution 18-0325 adopting a standard Form Memorandum of Understanding ("MOU") between the County and the Friends groups supporting Senior Centers in order to create uniformity of obligations and ensure compliance with County policies; and

WHEREAS, through Resolution 18-0325, the Board of Commissioners also authorized the County Manager to execute the Form MOUs with the Friends groups supporting Senior Centers; and

WHEREAS, the Parties entered into that certain MOU dated May 15, 2018, by which the Parties agreed to terms for fundraising, rental of facilities, fund disbursement, distribution of vending machine proceeds, auditing, and reporting related to the Darnell Senior Facility; and

WHEREAS, Paragraph 7H. of the Form MOU authorizes Friends of Darnell to manage rental of the Facilities at the Darnell Senior Facility; and

WHEREAS, the Department of Senior Services has determined that utilizing Friends of Darnell to manage rental of the Facilities at the Darnell Senior Facility is no longer a financially viable decision; and

WHEREAS, the Board of Commissioners desires that Friends of Darnell no longer manage rental of the Facilities at the Darnell Senior Facility and that the County manage rental of the Facilities at the Darnell Senior Facility instead; and

WHEREAS, Paragraph 1 of the Form MOU provides the following with respect to amendments to the MOU:

> Variations and modifications of this MOU, or waivers of its provisions, will not be valid unless they are reduced to writing, signed by the parties' duly authorized representatives, and approved by the Board of Commissioners as provided herein.

WHEREAS, Paragraph 4 of the Form MOU provides the following with respect to the Term of the MOU:

> (4) *Term.* This MOU shall commence upon its Effective Date and shall continue for five (5) years, which is through December 31, 2023, unless earlier terminated, and this MOU may be renewed as determined by the County Manager for another five (5) year term, with any such renewal period ending on December 31, 2028, the last year of such renewal period authorized by the County Manager.

WHEREAS, the initial Term of the MOU is set to expire on December 31, 2023; and

WHEREAS, the County Manager has determined that amending the MOU prior to renewing same with Friends of Darnell is in the County's best interest.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

Section 1. The MOU with Friends of Darnell is hereby amended to remove all references to the rental of the Facilities at the Darnell Senior Facility and the ability of Friends of Darnell to manage rentals at the Darnell Senior Facility, as reflected in the attached Exhibit "A, which is incorporated herein by reference."

Section 2. Exhibit D to the MOU with Friends of Darnell, Facility Rental Application and Agreement, is hereby stricken in its entirety.

Section 3. Paragraph 4 of the MOU is deleted in its entirety and replaced with a new paragraph 4 to read as follows:

> **(4) *Term.* This MOU shall commence upon its Effective Date and shall continue for five (5) years, which is through December 31, 2028, unless earlier terminated.**

Section 4. Except as modified by this First Amendment and Renewal, all terms and conditions of the MOU with Friends of Darnell shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment and Renewal of the MOU with Friends of Darnell as of the date first written above.

FULTON COUNTY, GEORGIA

Robert L. Pitts
Chairman, Board of Commissioners

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

APPROVED AS TO CONTENT:

Ladisa Onyiliogwu, Director
Department of Senior Services

FRIENDS OF THE HARRIETT G. DARNELL SENIOR MULTI-PURPOSE FACILITY, INC.

Barbara Leath

MEMORANDUM OF UNDERSTANDING BETWEEN FULTON COUNTY, GEORGIA AND FRIENDS OF THE HARRIETT G. DARNELL SENIOR MULTIPURPOSE FACILITY, INC.

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered as of the _____ of December, 2023 (the "Effective Date") by and between Fulton County, Georgia, a political subdivision of the State of Georgia (hereafter "the County"), acting through and on behalf of the Fulton County Department of Senior Services (hereafter "the Department") and the Friends of the Harriett G. Darnell Senior Multipurpose Facility, Inc., a non-profit corporation incorporated under the laws of the State of Georgia ("Friends of Darnell").

WHEREAS, the County owns and maintains the Harriett G. Darnell Senior Multipurpose Facility ("Darnell Senior Facility") and, through the Department, is responsible for the delivery management, operation and oversight of its senior multipurpose programs and adult day care services and activities at the Darnell Senior Facility; and

WHEREAS, the Friends of Darnell supports the recreational intellectual social, physical and health need of senior citizens primarily age 55 and over and thereby enhance and extend the lives of senior citizens who participate in the programs at the Darnell Senior Facility by providing financial and other support through fundraising and other supporting activities as set forth in its organizational documents; and

WHEREAS, the Friends of Darnell is governed in accordance with State and Federal Law; and

WHEREAS, the Board of Commissioners has determined that working with Friends of Darnell to enhance programming at the Darnell Senior Facility is in the best interests of the senior citizens of Fulton County; and

WHEREAS, the Board of Commissioners determined that Friends of Darnell could ~~manage the rental of Darnell Senior Facility facilities to~~ generate funds that the Friends of Darnell would then be required to use to support and enhance programs at the Darnell Senior Facility; and

WHEREAS, the Board of Commissioners determined that Friends of Darnell could use the revenue from vending machines at Darnell Senior Facility to support and enhance programs at the Darnell Senior Facility.

NOW, THEREFORE, in consideration of the mutual promises and covenant contained herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

(1) *Purpose.* This MOU and any attached addenda or exhibits are intended to clarify the relationship between the County acting through the Department· and the Friends of Darnell. This MOU is intended to reflect the formal expression of the intent and agreement between the parties and to reduce the parties' previous discussions, understandings, and agreements, both written and verbal, into a single MOU. Variations and modifications of this MOU, or waivers of its provisions, will not be valid unless they are reduced to writing, signed by the parties' duly authorized representatives, and approved by the Board of Commissioners as provided herein.

(2) *Designated Liaisons.* The County, through the Department, and the Friends of Darnell shall designate annually, by January 3lst of each year, (in writing, by name, title, email address, and telephone number), their respective liaisons to serve as their main points of contact. The initial liaison for the County ("Department Liaison") will be Pamela Roshell, Director, Fulton County Department of Senior Services, 137 Peachtree Street, Atlanta, Georgia 30303, (404) 612-1243,

pamela.roshell@fultoncountyga.gov. The liaisons for the Friends of Darnell ("Friends Liaison") and the Department Liaison are responsible for fostering a close working relationship in the carrying out of, and the implementation of, each party's responsibilities and obligations under this MOU.

(3) *Annual Plans*. In order to coordinate the needs of the programs and activities of the Darnell Senior Facility and the contributions of Friends of Darnell to support and enhance the programs and activities during the term of this MOU and any extension hereof, the Friends Liaison and Department Liaison shall meet and confer to arrive at a joint Annual Plan reflecting the needs and preferences of the Department and the management of the Darnell Senior Facility and the activities and projected resources that the Friends of Darnell is willing to undertake. The Department and Darnell Senior Facility management will provide to Friends of Darnell an Annual Plan for the Darnell Senior Facility by December 31 of each year. Then, the Friends of Darnell will take the Annual Plan for the Darnell Senior Facility into consideration when formulating its Annual Plan of activities (e.g., fundraising activities, gifts, donations, volunteer services and other in-kind contributions, projected income and disbursements, etc.) that the Friends of Darnell intends to conduct or projects that it will provide during the upcoming year to support and enhance the life experiences of the senior citizens and the facility, programs, and services provided by the Department through the Benson Senior Complex for the benefit of the residents of Fulton County. The Annual Plan of the Friends of Darnell will be provided to the Department on or before February 28, and the Joint Annual Plan will be determined by the Liaisons by March 31 of each year of the initial term and renewal term.

(4) *Term*. This MOU shall commence upon its Effective Date and shall continue for five (5) years, which is through December 31, 2023, unless earlier terminated~~, and this MOU may be renewed as determined by the County Manager for another five (5) year term, with any such renewal period ending on December 31, 2028, the last year of such renewal period authorized by the County Manager~~.

(5) *Acceptance of Donations, Gifts or In-Kind Contributions:* As provided herein, the Fulton County Board of Commissioners hereby approves and accepts donations, gifts and in-kind contributions, of any kind, in any form, offered by the Friends of Darnell to Fulton County through the Darnell Senior Facility; provided, however, that all donations, gifts and in-kind contributions valued in excess of $1,000.00 shall be subject to the written approval and acceptance of the County Manager or his designee, upon the recommendation of the Darnell Senior Facility manager and the Department Director, in accordance with the terms of this MOU and consistent with the overall aims, values and standards of Fulton County, and future maintenance costs, if applicable. If accepted pursuant to the terms of this MOU, the County's Risk Manager is authorized to procure applicable insurance as may be deemed appropriate. Notwithstanding any other provision herein to the contrary, the County Manager may seek Board of Commissioners' approval of any gift, donation or in-kind contribution prior to acceptance. Whenever Friends of Darnell contemplates making gifts or donations to the County on behalf of the Darnell Senior Facility that are valued at more than $1,000.00, the Friends of Darnell shall ensure that a form substantially the same as that attached hereto as Exhibit "A" is completed as soon as practicable to document the intent to provide the gift or donation, the

recommendations of the Darnell Senior Facility management and the Department, and the approval and acceptance by the County Manager. Gifts and donations made to the County on behalf of the Darnell Senior Facility and valued at less than $1,000.00 are to be recorded on a form substantially the same as that attached hereto as Exhibit "B" and acknowledged by the Darnell Senior Facility Manager and the Department Director or the Director's designee. Nothing herein shall prevent Fulton County from refusing any donation, gift or in-kind contribution from Friends of Darnell.

(6) *Use of County Name or Logo*. The Friends of Darnell is only authorized to use the County's name (including the name of a County facility or building), or logo to carry out the obligations and activities described in th.is MOU. Any other use is prohibited.

(7) *Fundraising activities - General Premise:* Friends of Darnell agrees that all funds, donations, gifts and other supports that it solicits, collects, or raises through ~~facility rentals or any other~~ activities undertaken by the Friends of Darnell using the name Friends of Darnell or Darnell Senior Facility shall be used solely for the benefit of the programs and activities of the Darnell Senior Facility.

A. Friends of Darnell agrees that it will not allow any person or entity or cause to utilize any donations made to benefit the programs of the Darnell Senior Facility for other purposes.

B. Friends of Darnell shall manage and staff its activities without the assistance of the County staff at the Darnell Senior Facility. Friends of Darnell shall not permit County staff to participate in any of the fundraising activities of Friends of Darnell without the express written approval of the County Manager. Approval will be granted only to perform part-time work during non-working hours and then only in the sole discretion of the County Manager. Such approval, when given, may be a blanket approval for named employees.

C. In accordance with the policy of Fulton County as reflected in Resolution No. 95-1329, funds generated by Friends of Darnell shall be used for the enhancement and expansion of senior services and shall not to be used to supplant the County's obligations to provide for ordinary expenses such as salaries, basic office equipment and office supplies. Under extraordinary circumstances, should an emergency occur that directly impacts the health or safety of the participants or their ability to enjoy a program or activity at the Darnell Senior Facility, Friends of Darnell may, on an emergency basis, provide goods or services that would ordinarily be provided by the County. It is expressly understood that whenever such a situation arises, the Department Liaison shall be notified immediately and in advance. Under such circumstances, Friends of Darnell and the Darnell Senior Facility management shall submit a completed Exhibit "C" to the Department Director.

D. The County will not require Friends of Darnell to provide any particular goods or services or to pay for any specific expense.

E. The Friends of Darnell agree to support programmatic activities at the Darnell Senior Facility by using good faith efforts to provide financial and other support to the Darnell Senior Facility. Examples of activities may include but are not limited to fundraising, ~~rental of facility,~~ vending machines, collection of out of county fees paid by non-resident participants, grants, bequests, sponsorships, and other income-producing activities, as determined by the Friends of Darnell in conjunction the Department Liaison and consistent with their Joint Annual Plan provided for in section 3 above.

F. Sponsorships which would require the name and/or logo of the sponsor in conjunction with reference to the Darnell Senior Facility or Fulton County on published materials will in all instances be subject to prior approval by the County Manager. Decisions by the County Manager will be made within thirty (30) days of a request if the sponsorship supports an event or activity.

~~G. The County and the Friends hereby agree that all Facility rentals will be on substantially the same terms and conditions set forth in the Facility Rental Application and Agreement, in the form attached hereto as Exhibit "D" (the "Rental Agreement"), as such Rental Agreement is modified from time to time.~~

H. Subject to the terms of this MOU, the County hereby authorizes the Friends of Darnell to ~~continue to manage rental of the Facilities at the Darnell Senior Facility according to the fee schedule last adopted by the Board of Commissioners (Janua1y I, 2016, Item No. 16-0027) and~~ to use basic office space at the Darnell Senior Facility. ~~Funds acquired by the Friends of Darnell as a result of this use of the Facilities shall enhance and expand programs and activities offered at or by the Darnell Senior Facility for its participants.~~

I. Subject to the terms of this MOU, the County hereby authorizes the Friends of Darnell to continue to utilize revenue from vending at the Darnell Senior Facility to enhance and expand programs and activities offered at or by the Darnell Senior Facility for its participants.

J. Subject to the terms of this MOU and approval of the Board of Commissioners, the County hereby authorizes the Friends of Darnell to continue to utilize revenue from Out of County fees paid by non-resident participants at the Darnell Senior Facility to enhance and expand programs offered at or by the Darnell Senior Facility for its participants.

K. Subject to the terms of this MOU, the County hereby authorizes the Friends of Darnell to continue to promote the Friends of Darnell and to solicit contributions

through the website of the Darnell Senior Facility, if any.

(8) *Tax-exempt status*. The Friends of Darnell shall be and remain, for the term of this MOU and any extension hereof, a duly authorized, tax-exempt entity pursuant to Section 501(c)(3) of the Internal Revenue Code.

(9) *Compliance with applicable laws*. The Friends of Darnell agrees that at all times it is in possession any funds or other property that it solicited or raised for the benefit of Fulton County, or a County department, facility, program, or activity, such Friends Group shall remain in compliance with all federal and state laws and regulations pertaining to fundraising or other solicitation of any donations, gifts or in-kind contributions. Unless expressly provided by statute, regulation, court order, or express agreement of the parties, Friends of Darnell will not be required to pay over to the County any sums of money held by Friends of Darnell in reserve or in trust for the benefit of the senior citizens and the facility, programs, and services provided by or in partnership with the Department at the Darnell Senior Facility.

(10) *Recordkeeping and Annual Financial Reports.* Friends of Darnell agrees to maintain accurate records of income and expenditures and disposition of funds raised by Friends of Darnell in accordance with good accounting practices. Friends of Darnell agrees to provide an annual financial report such as that provided to potential donors, Form 990 return, and a detailed statement or other record of income and expenses by category of income/activity. These financial reports are intended to inform the discussion of the Department Liaison and the Friends Liaison about the success of the annual plan of the prior year and new goals for the upcoming year for the parties' Joint Annual Plan. The Friends of Darnell shall provide these financial reports to the County no later than June 15 following the end of the Friends of Darnell's accounting period each year during the initial term and renewal term, if any.

(11) *Financial Management Review.* The County's review of the financial management of funds raised by Friends of Darnell in the name or for the benefit of the Harriett G. Darnell Senior Multipurpose Facility is an essential best practice to ensure that funds so raised are used solely to support and enhance the programs and activities of the Darnell Senior Facility. Friends of Darnell agrees to permit the County to verify income and expenses at any time mutually agreeable to the parties or upon thirty (30) days' notice during the term of this MOU.

(12) *Meetings.* The Friends of Darnell agrees to provide notification of monthly meetings to the Department Liaison and a representative of the Department may attend monthly meetings of the Friends of Darnell for the purpose of facilitating dialogue and receiving Departmental updates.

(13) *Insurance.* The Friends of Darnell agrees to secure insurance covering all services provided pursuant to this MOU based on the following: (i) Commercial General Liability (CGL) Insurance, with coverage limits of no less than $300,000.00 per occurrence. The Certificate of Insurance shall list Fulton County Government as an Additional Insured under the Friends of Darnell CGL Policy via attachment of an Additional Insured Endorsement form CG 2010 (11/85 version), its equivalent or on a blanket basis. ~~In addition, Friends of Darnell shall have in effect an Events Rider and Liquor Liability Rider whenever liquor will be sold or served during an event with $1,000,000.00 per occurrence policy limits and again naming Fulton County Government as an Additional Insured as set forth herein. Because the Rental Agreement~~

~~attached as Exhibit C and referred to in Section 7(G), above, requires the party renting the facility to provide insurance coverage for Events and Liquor Liability in the amount of $1,000,000.00 per occurrence naming Fulton County Government as an Additional Insured, Friends of Darnell may, in lieu of providing its own Events and Liquor Liability Rider, substitute proof of the third party's insurance being in effect by providing a Certificate of Insurance with the Additional Insured Endorsement to the Fulton County Risk Manager Eldridge Morris Eldridge.morris@fultoncountyga.gov prior to the event. In all cases, the Additional Insured Endorsement must accompany the Certificate of Insurance.~~ The County's Risk Management Division may require additional proof of insurance, including but not limited to policy certificates and endorsements reasonably in accordance with the foregoing requirements. ~~Friends of Darnell shall notify Risk Management in writing in the event insurance is changed for any reason.~~ The Friends of Darnell agrees to keep the required general liability insurance coverage in force at all times during the term of this MOU and any extension hereof.

(14) *Fulton County Not Liable for Friends*. Fulton County, its officials and employees shall not be liable for any acts or omissions committed by the Friends of Darnell or any of the Friends of Darnell's officers, directors, members, contractors, agents, representatives, or volunteers.

(15) *Non- discrimination.* All activities undertaken by the Friends of Darnell shall be free of discrimination on the basis of race, color, sexual orientation, national origin, disability, religion, age, or sex.

(16) *Ethics*. All County officers, officials, and employees must comply with the Fulton County Ethics Code in all of their conduct or dealing with the Friends of Darnell. No Fulton County officials or employees will serve in a management function or leadership role with the Friends of Darnell.

(17) *Non County Agents.* The Friends of Darnell acknowledges that its members and volunteers are not agents, employees, or representatives of Fulton County or any County department, program, or facility. The Friends of Darnell agrees that it shall not represent itself to any person or entity as an agent or representative of Fulton County. The Friends of Darnell agrees that it shall not permit any Friends member or Friends volunteer to represent himself or herself to any person or entity as an agent, employee, or representative of Fulton County. Upon learning that any Friends member or volunteer has misrepresented his or her association with Fulton County, the Friends of Darnell shall immediately report to the Department Liaison all details as they have been heard or observed. To the extent that a member of Friends of Darnell is appointed to serve on a Board created by and for Fulton County, that member may identify him or herself as a member of such Board.

(18) *Notices.* Any and all notices, permitted or required under this MOU shall be in writing, signed by the party giving such notice and shall be delivered personally, or sent by registered or certified mail, to the other party, at its address provided by the respective party's liaison. The date of personal delivery or the date of mailing, as the case may be, shall be the date of such notice.

(19) *No Assignment of MOU.* Neither party shall attempt to make any purported assignment

of this MOU, or any part thereof, or delegate the performance of any duties.

(20) *Suspension*. The County, acting through the County Manager or his/her designee, shall have the right to suspend immediately the performance of the Friends of Darnell under this MOU on an emergency basis or whenever necessary, in the opinion of the County Manager or his/her designee, that suspension is necessary to avert a life-threatening situation or other sufficiently serious risk to the County, any County asset or resource or those of its citizens.

(21) *Termination*. This MOU may be terminated by either party prior to expiration of the term on the following conditions: (a) If the other party commits a material breach of the MOU and fails to cure said breach to the non-breaching party's reasonable satisfaction after receiving thirty (30) days written notice; or (b) without cause, if the terminating party gives six (6) months prior written notice to the other party. Upon expiration of the term of this MOU or termination of the MOU, the parties shall, using good faith efforts, agree upon any outstanding present and future obligations and performance commitments to one another, and shall arrange for a proper accounting and work plan for any and all such obligations.

(22) *Indemnification*. The Friends of Darnell agrees to release, indemnify, defend and hold harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents (the "lndemnitees"), from and against any and all losses, claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings or investigations in respect thereof and any reasonable costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such actions, proceeding or investigation), caused by or arising out of any act or omission by the Friends of Darnell, its directors, officers, employees or agents at the Darnell Senior Facility. Notwithstanding the foregoing, in no event shall the Friends of Darnell be liable to indemnify the Indemnitees for consequential, special or punitive damages, or for any losses, claims, damages, liabilities, costs and expenses arising out of the willful misconduct or negligence of the lndemnitees.

(23) *Governing law.* This MOU shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.

(24) *Severability*. If any provision of this MOU shall be determined by any court having competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this MOU shall not be affected thereby, but shall continue in full force and effect as though such invalid, illegal, or unenforceable provision were not a part hereof.

(25) *Disputes.* The parties shall make their best, good faith efforts to resolve any controversy or claim arising out of or relating to this MOU, or the breach thereof, through mediation.

(26) *Costs and Expenses.* Unless otherwise provided in this MOU, each party shall bear all fees and expenses incurred in performing its obligations under this MOU.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals as of the date first written above.

Fulton County, Georgia, on its own behalf and on the behalf of the Department of Senior Services

_____
Robert L Pitts
Chairman, Board of Commissioners

Attest:

_____
Tonya R. Grier
Interim Clerk to the Commission

[SEAL]

Approved as to Form:

_____
Y. Soo Jo
County Attorney

Agreed as to Content:

_____
Ladisa Onyiliogwu, Director
Department of Senior Services

Friends of Harriett G. Darnell Senior Multipurpose Facility, Inc.

_____
Barbara Leath, President

https://fc0365.sharepoint.com/sites/CountyAttorney/CAContracts/Senior Services/Friends of MOUs revised December 2023/Darnell MOU 2023/Darnell 2018 MOU revised 12.12.23.docx

FIRST AMENDMENT AND RENEWAL OF MEMORANDUM OF UNDERSTANDING BETWEEN FULTON COUNTY, GEORGIA AND FRIENDS OF MILLS, INC.

THIS FIRST AMENDMENT AND RENEWAL OF MEMORANDUM OF UNDERSTANDING ("Amendment and Renewal") is entered into as of the ____ day of December, 2023, by and between FULTON COUNTY, GEORGIA ("County") and FRIENDS OF MILLS, INC., a non-profit corporation incorporated under the laws of the State of Georgia ("Friends of Mills"), Fulton County and Friends of Mills are each a "Party" and collectively the "Parties".

WHEREAS, the County owns and maintains the Helene S. Mills Senior Multipurpose Facility ("Mills Senior Facility") and, through the Department of Senior Services, is responsible for the delivery, management, operation and oversight of its senior multipurpose programs and adult day care services and activities at the Mills Senior Facility; and

WHEREAS, the Friends of Mills supports the recreational, intellectual, social, physical and health needs of senior citizens, primarily age 55 and over, and thereby enhances and extends the lives of senior citizens who participate in the programs at the Mills Senior Facility by providing financial and other support through fundraising and other supporting activities as set forth in its organizational documents; and

WHEREAS, on May 16, 2018, the Board of Commissioners passed Resolution 18-0325 adopting a standard Form Memorandum of Understanding ("MOU") between the County and the Friends groups supporting Senior Centers in order to create uniformity of obligations and ensure compliance with County policies; and

WHEREAS, through Resolution 18-0325, the Board of Commissioners also authorized the County Manager to execute the Form MOUs with the Friends groups supporting Senior Centers; and

WHEREAS, the Parties entered into that certain MOU dated May 15, 2018, by which the Parties agreed to terms for fundraising, rental of facilities, fund disbursement, distribution of vending machine proceeds, auditing, and reporting related to the Mills Senior Facility; and

WHEREAS, Paragraph 7H. of the Form MOU authorizes Friends of Mills to manage rental of the Facilities at the Mills Senior Facility; and

WHEREAS, the Department of Senior Services has determined that utilizing Friends of Mills to manage rental of the Facilities at the Mills Senior Facility is no longer a financially viable decision; and

WHEREAS, the Board of Commissioners desires that Friends of Mills no longer manage rental of the Facilities at the Mills Senior Facility and that the County manage rental of the Facilities at the Mills Senior Facility instead; and

WHEREAS, Paragraph 1 of the Form MOU provides the following with respect to amendments to the MOU:

> Variations and modifications of this MOU, or waivers of its provisions, will not be valid unless they are reduced to writing, signed by the parties' duly authorized representatives, and approved by the Board of Commissioners as provided herein.

WHEREAS, Paragraph 4 of the Form MOU provides the following with respect to the Term of the MOU:

> (4) *Term.* This MOU shall commence upon its Effective Date and shall continue for five (5) years, which is through December 31, 2023, unless earlier terminated, and this MOU may be renewed as determined by the County Manager for another five (5) year term, with any such renewal period ending on December 31, 2028, the last year of such renewal period authorized by the County Manager.

WHEREAS, the initial Term of the MOU is set to expire on December 31, 2023; and

WHEREAS, the County Manager has determined that amending the MOU prior to renewing same with Friends of Mills is in the County's best interest.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

Section 1. The MOU with Friends of Mills is hereby amended to remove all references to the rental of the Facilities at the Mills Senior Facility and the ability of Friends of Mills to manage rentals at the Mills Senior Facility, as reflected in the attached Exhibit "A, which is incorporated herein by reference."

Section 2. Exhibit D to the MOU with Friends of Mills, Facility Rental Application and Agreement, is hereby stricken in its entirety.

Section 3. Paragraph 4 of the MOU is deleted in its entirety and replaced with a new paragraph 4 to read as follows:

> **(4) *Term.* This MOU shall commence upon its Effective Date and shall continue for five (5) years, which is through December 31, 2028, unless earlier terminated.**

Section 4. Except as modified by this First Amendment and Renewal, all terms and conditions of the MOU with Friends of Mills shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment and Renewal of the MOU with Friends of Mills as of the date first written above.

FULTON COUNTY, GEORGIA

Robert L. Pitts
Chairman, Board of Commissioners

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

APPROVED AS TO CONTENT:

Ladisa Onyiliogwu, Director
Department of Senior Services

FRIENDS OF MILLS, INC.

Steven Dalton

Exhibit A

MEMORANDUM OF UNDERSTANDING BETWEEN FULTON COUNTY, GEORGIA AND FRIENDS OF MILLS, INC.

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered as of the _____ of May 2018, (the "Effective Date") by and between Fulton County, Georgia, a political subdivision of the State of Georgia (hereafter "the County"), acting through and on behalf of the Fulton County Department of Senior Services (hereafter "the Department") and the Friends of Mills, Inc., a non-profit corporation incorporated under the laws of the State of Georgia ("Friends of Mills").

WHEREAS, the County owns and maintains the Helene S. Mills Senior Multipurpose Facility ("Mills Senior Facility") and, through the Department, is responsible for the delivery management, operation and oversight of its senior multipurpose programs and adult day care services and activities at the Mills Senior Facility; and

WHEREAS, the Friends of Mills supports the recreational intellectual social, physical and health need of senior citizens primarily age 55 and over and thereby enhance and extend the lives of senior citizens who participate in the programs at the Mills Senior Facility by providing financial and other support through fundraising and other supporting activities as set forth in its organizational documents; and

WHEREAS, the Friends of Mills is governed in accordance with State and Federal Law; and

WHEREAS, the Board of Commissioners has determined that working with Friends of Mills to enhance programming at the Mills Senior Facility is in the best interests of the senior citizens of Fulton County; and

WHEREAS, the Board of Commissioners determined that Friends of Mills could ~~manage the rental of Mills Senior Facility facilities to~~ generate funds that the Friends of Mills would then be required to use to support and enhance programs at the Mills Senior Facility; and

WHEREAS, the Board of Commissioners determined that Friends of Mills could use the revenue from vending machines at Mills Senior Facility to support and enhance programs at the Mills Senior Facility.

NOW, THEREFORE, in consideration of the mutual promises and covenant contained herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

(1) *Purpose.* This MOU and any attached addenda or exhibits are intended to clarify the relationship between the County acting through the Department· and the Friends of Mills. This MOU is intended to reflect the formal expression of the intent and agreement between the parties and to reduce the parties' previous discussions, understandings, and agreements, both written and verbal, into a single MOU. Variations and modifications of this MOU, or waivers of its provisions, will not be valid unless they are reduced to writing, signed by the parties' duly authorized representatives, and approved by the Board of Commissioners as provided herein.

(2) *Designated Liaisons.* The County, through the Department, and the Friends of Mills shall designate annually, by January 31st of each year, (in writing, by name, title, email address, and telephone number), their respective liaisons to serve as their main points of contact. The initial liaison for the County ("Department Liaison") will be Pamela Roshell, Director, Fulton County Department of Senior Services, 137 Peachtree Street, Atlanta, Georgia 30303, (404)612-1243, pamela.roshell@fultoncountyga.gov. The liaisons for the Friends of Mills ("Friends Liaison")

and the Department Liaison are responsible for fostering a close working relationship in the carrying out of, and the implementation of, each party's responsibilities and obligations under this MOU.

(3) *Annual Plans*. In order to coordinate the needs of the programs and activities of the Mills Senior Facility and the contributions of Friends of Mills to support and enhance the programs and activities during the term of this MOU and any extension hereof, the Friends Liaison and Department Liaison shall meet and confer to arrive at a joint Annual Plan reflecting the needs and preferences of the Department and the management of the Mills Senior Facility and the activities and projected resources that the Friends of Mills is willing to undertake. The Department and Mills Senior Facility management will provide to Friends of Mills an Annual Plan for the Mills Senior Facility by December 31 of each year. Then, the Friends of Mills will take the Annual Plan for the Mills Senior Facility into consideration when formulating its Annual Plan of activities (e.g., fundraising activities, gifts, donations, volunteer services and other in-kind contributions, projected income and disbursements, etc.) that the Friends of Mills intends to conduct or projects that it will provide during the upcoming year to support and enhance the life experiences of the senior citizens and the facility, programs, and services provided by the Department through the Benson Senior Complex for the benefit of the residents of Fulton County. The Annual Plan of the Friends of Mills will be provided to the Department on or before February 28, and the Joint Annual Plan will be determined by the Liaisons by March 31 of each year of the initial term and renewal term.

(4) *Term*. This MOU shall commence upon its Effective Date and shall continue for five (5) years, which is through December 31, 2023, unless earlier terminated, and this MOU may be renewed as determined by the County Manager for another five (5) year term, with any such renewal period ending on December 31, 2028, the last year of such renewal period authorized by the County Manager.

(5) Acceptance of Donations, Gifts or In-Kind Contributions: As provided herein, the Fulton County Board of Commissioners hereby approves and accepts donations, gifts and in-kind contributions, of any kind, in any form, offered by the Friends of Mills to Fulton County through the Mills Senior Facility; provided, however, that all donations, gifts and in-kind contributions valued in excess of $1,000.00 shall be subject to the written approval and acceptance of the County Manager or his designee, upon the recommendation of the Mills Senior Facility manager and the Department Director, in accordance with the terms of this MOU and consistent with the overall aims, values and standards of Fulton County, and future maintenance costs, if applicable. If accepted pursuant to the terms of this MOU, the County's Risk Manager is authorized to procure applicable insurance as may be deemed appropriate. Notwithstanding any other provision herein to the contrary, the County Manager may seek Board of Commissioners' approval of any gift, donation or in-kind contribution prior to acceptance. Whenever Friends of Mills contemplates making gifts or donations to the County on behalf of the Mills Senior Facility that are valued at more than $1,000.00, the Friends of Mills shall ensure that a form substantially the same as that attached hereto as Exhibit "A" is completed as soon as practicable to document the intent to provide the gift or donation, the recommendations of the Mills Senior Facility management and the Department, and the approval and acceptance by the County

Manager. Gifts and donations made to the County on behalf of the Mills Senior Facility and valued at less than $1,000.00 are to be recorded on a form substantially the same as that attached hereto as Exhibit "B" and acknowledged by the Mills Senior Facility Manager and the Department Director or the Director's designee. Nothing herein shall prevent Fulton County from refusing any donation, gift or in-kind contribution from Friends of Mills.

(6) *Use of County Name or Logo*. The Friends of Mills is only authorized to use the County's name (including the name of a County facility or building), or logo to carry out the obligations and activities described in th.is MOU. Any other use is prohibited.

(7) *Fundraising activities - General Premise:* Friends of Mills agrees that all funds, donations, gifts and other supports that it solicits, collects, or raises through ~~facility rentals or any other~~ activities undertaken by the Friends of Mills using the name Friends of Mills or Mills Senior Facility shall be used solely for the benefit of the programs and activities of the Mills Senior Facility.

A. Friends of Mills agrees that it will not allow any person or entity or cause to utilize any donations made to benefit the programs of the Mills Senior Facility for other purposes.

B. Friends of Mills shall manage and staff its activities without the assistance of the County staff at the Mills Senior Facility. Friends of Mills shall not permit County staff to participate in any of the fundraising activities of Friends of Mills without the express written approval of the County Manager. Approval will be granted only to perform part-time work during non-working hours and then only in the sole discretion of the County Manager. Such approval, when given, may be a blanket approval for named employees.

C. In accordance with the policy of Fulton County as reflected in Resolution No. 95-1329, funds generated by Friends of Mills shall be used for the enhancement and expansion of senior services and shall not to be used to supplant the County's obligations to provide for ordinary expenses such as salaries, basic office equipment and office supplies. Under extraordinary circumstances, should an emergency occur that directly impacts the health or safety of the participants or their ability to enjoy a program or activity at the Mills Senior Facility, Friends of Mills may, on an emergency basis, provide goods or services that would ordinarily be provided by the County. It is expressly understood that whenever such a situation arises, the Department Liaison shall be notified immediately and in advance. Under such circumstances, Friends of Mills and the Mills Senior Facility management shall submit a completed Exhibit "C" to the Department Director.

D. The County will not require Friends of Mills to provide any particular goods or services or to pay for any specific expense.

E. The Friends of Mills agree to support programmatic activities at the Mills Senior

Facility by using good faith efforts to provide financial and other support to the Mills Senior Facility. Examples of activities may include but are not limited to fundraising, ~~rental of facility,~~ vending machines, collection of out of county fees paid by non-resident participants, grants, bequests, sponsorships, and other income-producing activities, as determined by the Friends of Mills in conjunction the Department Liaison and consistent with their Joint Annual Plan provided for in section 3 above.

F. Sponsorships which would require the name and/or logo of the sponsor in conjunction with reference to the Mills Senior Facility or Fulton County on published materials will in all instances be subject to prior approval by the County Manager. Decisions by the County Manager will be made within thirty (30) days of a request if the sponsorship supports an event or activity.

~~G. The County and the Friends hereby agree that all Facility rentals will be on substantially the same terms and conditions set forth in the Facility Rental Application and Agreement, in the form attached hereto as Exhibit "D" (the "Rental Agreement"), as such Rental Agreement is modified from time to time.~~

H. Subject to the terms of this MOU, the County hereby authorizes the Friends of Mills to ~~continue to manage rental of the Facilities at the Mills Senior Facility according to the fee schedule last adopted by the Board of Commissioners (Janua1y I, 2016, Item No. 16-0027) and~~ to use basic office space at the Mills Senior Facility. ~~Funds acquired by the Friends of Mills as a result of this use of the Facilities shall enhance and expand programs and activities offered at or by the Mills Senior Facility for its participants.~~

I. Subject to the terms of this MOU, the County hereby authorizes the Friends of Mills to continue to utilize revenue from vending at the Mills Senior Facility to enhance and expand programs and activities offered at or by the Mills Senior Facility for its participants.

J. Subject to the terms of this MOU and approval of the Board of Commissioners, the County hereby authorizes the Friends of Mills to continue to utilize revenue from Out of County fees paid by non-resident participants at the Mills Senior Facility to enhance and expand programs offered at or by the Mills Senior Facility for its participants.

K. Subject to the terms of this MOU, the County hereby authorizes the Friends of Mills to continue to promote the Friends of Mills and to solicit contributions through the website of the Mills Senior Facility, if any.

(8) *Tax-exempt status*. The Friends of Mills shall be and remain, for the term of this MOU and any extension hereof, a duly authorized, tax-exempt entity pursuant to Section 501(c)(3) of the Internal Revenue Code.

(9) *Compliance with applicable laws*. The Friends of Mills agrees that at all times it is in possession any funds or other property that it solicited or raised for the benefit of Fulton County, or a County department, facility, program, or activity, such Friends Group shall remain in compliance with all federal and state laws and regulations pertaining to fundraising or other solicitation of any donations, gifts or in-kind contributions. Unless expressly provided by statute, regulation, court order, or express agreement of the parties, Friends of Mills will not be required to pay over to the County any sums of money held by Friends of Mills in reserve or in trust for the benefit of the senior citizens and the facility, programs, and services provided by or in partnership with the Department at the Mills Senior Facility.

(10) *Recordkeeping and Annual Financial Reports.* Friends of Mills agrees to maintain accurate records of income and expenditures and disposition of funds raised by Friends of Mills in accordance with good accounting practices. Friends of Mills agrees to provide an annual financial report such as that provided to potential donors, Form 990 return, and a detailed statement or other record of income and expenses by category of income/activity. These financial reports are intended to inform the discussion of the Department Liaison and the Friends Liaison about the success of the annual plan of the prior year and new goals for the upcoming year for the parties' Joint Annual Plan. The Friends of Mills shall provide these financial reports to the County no later than June 15 following the end of the Friends of Mills's accounting period each year during the initial term and renewal term, if any.

(11) *Financial Management Review.* The County's review of the financial management of funds raised by Friends of Mills in the name or for the benefit of the Harriett G. Mills Senior Multipurpose Facility is an essential best practice to ensure that funds so raised are used solely to support and enhance the programs and activities of the Mills Senior Facility. Friends of Mills agrees to permit the County to verify income and expenses at any time mutually agreeable to the parties or upon thirty (30) days' notice during the term of this MOU.

(12) *Meetings.* The Friends of Mills agrees to provide notification of monthly meetings to the Department Liaison and a representative of the Department may attend monthly meetings of the Friends of Mills for the purpose of facilitating dialogue and receiving Departmental updates.

(13) *Insurance.* The Friends of Mills agrees to secure insurance covering all services provided pursuant to this MOU based on the following: (i) Commercial General Liability (CGL) Insurance, with coverage limits of no less than $300,000.00 per occurrence. The Certificate of Insurance shall list Fulton County Government as an Additional Insured under the Friends of Mills CGL Policy via attachment of an Additional Insured Endorsement form CG 2010 (11/85 version), its equivalent or on a blanket basis. ~~In addition, Friends of Mills shall have in effect an Events Rider and Liquor Liability Rider whenever liquor will be sold or served during an event with $1,000,000.00 per occurrence policy limits and again naming Fulton County Government as an Additional Insured as set forth herein. Because the Rental Agreement attached as Exhibit C and referred to in Section 7(G), above, requires the party renting the facility to provide insurance coverage for Events and Liquor Liability in the amount of $1,000,000.00 per occurrence naming Fulton County Government as an Additional Insured, Friends of Mills may, in lieu of providing its own Events and Liquor Liability Rider, substitute~~

~~proof of the third party's insurance being in effect by providing a Certificate of Insurance with the Additional Insured Endorsement to the Fulton County Risk Manager Eldridge Morris Eldridge.morris@fultoncountyga.gov prior to the event. In all cases, the Additional Insured Endorsement must accompany the Certificate of Insurance.~~ The County's Risk Management Division may require additional proof of insurance, including but not limited to policy certificates and endorsements reasonably in accordance with the foregoing requirements. ~~Friends of Mills shall notify Risk Management in writing in the event insurance is changed for any reason.~~ The Friends of Mills agrees to keep the required general liability insurance coverage in force at all times during the term of this MOU and any extension hereof.

(14) *Fulton County Not Liable for Friends*. Fulton County, its officials and employees shall not be liable for any acts or omissions committed by the Friends of Mills or any of the Friends of Mills's officers, directors, members, contractors, agents, representatives, or volunteers.

(15) *Non- discrimination.* All activities undertaken by the Friends of Mills shall be free of discrimination on the basis of race, color, sexual orientation, national origin, disability, religion, age, or sex.

(16) *Ethics*. All County officers, officials, and employees must comply with the Fulton County Ethics Code in all of their conduct or dealing with the Friends of Mills. No Fulton County officials or employees will serve in a management function or leadership role with the Friends of Mills.

(17) *Non County Agents.* The Friends of Mills acknowledges that its members and volunteers are not agents, employees, or representatives of Fulton County or any County department, program, or facility. The Friends of Mills agrees that it shall not represent itself to any person or entity as an agent or representative of Fulton County. The Friends of Mills agrees that it shall not permit any Friends member or Friends volunteer to represent himself or herself to any person or entity as an agent, employee, or representative of Fulton County. Upon learning that any Friends member or volunteer has misrepresented his or her association with Fulton County, the Friends of Mills shall immediately report to the Department Liaison all details as they have been heard or observed. To the extent that a member of Friends of Mills is appointed to serve on a Board created by and for Fulton County, that member may identify him or herself as a member of such Board.

(18) *Notices.* Any and all notices, permitted or required under this MOU shall be in writing, signed by the party giving such notice and shall be delivered personally, or sent by registered or certified mail, to the other party, at its address provided by the respective party's liaison. The date of personal delivery or the date of mailing, as the case may be, shall be the date of such notice.

(19) *No Assignment of MOU.* Neither party shall attempt to make any purported assignment of this MOU, or any part thereof, or delegate the performance of any duties.

(20) *Suspension*. The County, acting through the County Manager or his/her designee, shall have the right to suspend immediately the performance of the Friends of Mills under this MOU on an emergency basis or whenever necessary, in the opinion of the County Manager or his/her

designee, that suspension is necessary to avert a life-threatening situation or other sufficiently serious risk to the County, any County asset or resource or those of its citizens.

(21) *Termination*. This MOU may be terminated by either party prior to expiration of the term on the following conditions: (a) If the other party commits a material breach of the MOU and fails to cure said breach to the non-breaching party's reasonable satisfaction after receiving thirty (30) days written notice; or (b) without cause, if the terminating party gives six (6) months prior written notice to the other party. Upon expiration of the term of this MOU or termination of the MOU, the parties shall, using good faith efforts, agree upon any outstanding present and future obligations and performance commitments to one another, and shall arrange for a proper accounting and work plan for any and all such obligations.

(22) *Indemnification*. The Friends of Mills agrees to release, indemnify, defend and hold harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents (the "lndemnitees"), from and against any and all losses, claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings or investigations in respect thereof and any reasonable costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such actions, proceeding or investigation), caused by or arising out of any act or omission by the Friends of Mills, its directors, officers, employees or agents at the Mills Senior Facility. Notwithstanding the foregoing, in no event shall the Friends of Mills be liable to indemnify the Indemnitees for consequential, special or punitive damages, or for any losses, claims, damages, liabilities, costs and expenses arising out of the willful misconduct or negligence of the lndemnitees.

(23) *Governing law.* This MOU shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.

(24) *Severability*. If any provision of this MOU shall be determined by any court having competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this MOU shall not be affected thereby, but shall continue in full force and effect as though such invalid, illegal, or unenforceable provision were not a part hereof.

(25) *Disputes.* The parties shall make their best, good faith efforts to resolve any controversy or claim arising out of or relating to this MOU, or the breach thereof, through mediation.

(26) *Costs and Expenses.* Unless otherwise provided in this MOU, each party shall bear all fees and expenses incurred in performing its obligations under this MOU.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals as of the date first written above.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

Fulton County, Georgia, on its own behalf and on the behalf of the Department of Senior Services

_____
Robert L. Pitts
Chairman, Board of Commissioners

Attest:

_____
Tonya R. Grier
Clerk to the Commission

[SEAL]

Approved as to Form:

_____
Y. Soo Jo
County Attorney

Agreed as to Content:

_____
Ladisa Onyiliogwu, Director
Department of Senior Services

Friends of Mills, Inc.

_____
Steven Dalton, CFO

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0902 **Meeting Date:** 12/20/2023

Department
County Manager

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to increase the spending authority - Office of County Manager, Project ORCA Program Support with Ankobia Group, LLC (Atlanta, GA) in an amount not to exceed $175,000.00 to provide program support services for the County Court Backlog Reduction Plan (Project ORCA) in an effort to address the significant backlog of court cases due to Coronavirus (COVID-19). Effective dates: January 1, 2024, through June 30, 2024. **(HELD ON 12/6/23)**

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)*
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 As a result of the public health crisis, the County entered into an Emergency Authorization Agreement with ANKOBIA GROUP LLC to provide program support services for the County Court Backlog Reduction Plan (Project ORCA) in an effort to address the significant backlog of court cases due to Coronavirus (COVID-19). This request is to increase the spending authority to continue services through June 30, 2024.

Agenda Item No.: 23-0902 **Meeting Date:** 12/20/2023

Scope of Work: : To provide program support services for the County Court Backlog Reduction Plan (Project ORCA) in an effort to address the significant backlog of court cases due to Coronavirus (COVID-19)

Community Impact: Continued reduction of the court case backlog contributing to further reductions of the Fulton County Jail population

Department Recommendation: Department recommends Approval

Project Implications: Program support required to successfully administer Project ORCA to reduce the court case backlog

Community Issues/Concerns: None

Department Issues/Concerns: None

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0127	2/15/2023	$350,000
Amendment No. 1			$175,000
Total Revised Amount			$525,000

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

Contract Value: **$175,000.00**

Prime Vendor: **Ankobia Group, LLC**
Prime Status: **African American Female Business Enterprise**
Location: **Atlanta, GA**
County: **Fulton County**
Prime Value: **$175,000.00 or 100.00%**

Total Contract Value: **$175,000.00 or 100.00%**
Total Certified Value: **$175,000.00 or 100.00 %**

Exhibits Attached

Exhibit 1: Amendment No. 1 to Form of Contract

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

Alton Adams, COO, Office of the County Manager

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$350,000.00
Previous Adjustments:	$0.00
This Request:	$175,000.00
TOTAL:	$525,000.00

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:

To be determined by Finance Department

Key Contract Terms	
Start Date: 1/1/2024	**End Date:** 6/30/2024
Cost Adjustment: $175,000	**Renewal/Extension Terms**: N/A

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?
Yes

Report Period Start: **1/2/2023**

Report Period End: **11/15/2023**

AMENDMENT NO. 1 TO FORM OF AGREEMENT

This Amendment 1 to the Emergency Authorization Agreement is made and entered into this 1st day of January 2024, between Fulton County, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as "County" and **ANKOBIA GROUP, LLC,** hereinafter referred to as "Consultant", authorized to transact business in the State of Georgia.

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Ankobia Group, LLC to perform emergency work to provide program support services for the County Court Backlog Reduction Plan ("Project ORCA") in an effort to address the significant backlog of court cases due to Coronavirus (COVID-19), dated January 1, 2023; and

WHEREAS, the County wishes to amend the existing Contract to increase the spending authority in order to continue the program support services for the County Court Backlog Reduction Plan ("Project ORCA") for an additional six (6) month period beginning January 1, 2024, through June 30, 2024; 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 December 6, 2023, BOC Item #23-

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

This Amendment No. 1 to Form of Contract is effective as of the 1st day of January 2024, between the County and Ankobia Group, LLC who agree that all services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Emergency Authorization Agreement.

1. **SCOPE OF WORK TO BE PERFORMED:** To continue the program support services for the County Court Backlog Reduction Plan ("Project ORCA") for an additional six (6) month period beginning January 1, 2024, through June 30, 2024.

2. **COMPENSATION:** This Amendment No. 1 increases the spending authority for the continuation of the services to be performed in an amount not to exceed $175,000.00 (One Hundred Seventy Five Thousand Dollars and No Cents), which is full payment for the complete scope of work.

3. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Agreement shall not become binding on the County and the County shall incur no liability upon same

until such agreement has been executed by the County and delivered to Contractor.

4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF AGREEMENT:** Except as modified by this Amendment No. 1 to Form of Agreement and the Agreement, and all Agreement Documents, remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of
Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Alton Adams, COO
Public Safety, Justice and Technology
Office of the County Manager

CONSULTANT:

ANKOBIA GROUP, LLC

Nzingha Asantewa-Gordon
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**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0961 **Meeting Date:** 12/20/2023

Department
Sheriff

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to re-program the use of unspent emergency capital funding in the amount of $1,362,563.00. This funding is in the Fulton County Sheriff's Office capital fund budget. The FCSO proposes to utilize $595,032.45 of the funds for Brown & Root Industrial Services ($585,032.45) and Khafra Engineering Consultants Inc ($10,000.00) for the Staff Toilet Upgrades at the South Annex Jail. The restrooms at the South Annex Jail meet ADA requirements to moving back in. This leaves a total of $767,530.55 to be re-programmed.

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

Strategic Priority Area related to this item
Justice and Safety

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

Is this a purchasing item?
No

Summary & Background

The Fulton County Sheriff's Office request approval to re-program the use of unspent capital funding for the Staff Toilet Upgrades at the South Annex Jail which consists of the remodeling of bathrooms, locker areas and associated architecture at the Fulton County Jail.

Scope of Work: Reprogram funds to complete the Staff Toilet Upgrades at the Union City South Annex. This includes the locker rooms, plumbing, electrical, and mechanical.

Agenda Item No.: 23-0961 **Meeting Date:** 12/20/2023

Community Impact: N/A

Department Recommendation: Recommend approval to re-program the use of unspent capital funding in the amount of $1,362,563.00.

Project Implications: N/A

Community Issues/Concerns: N/A

Department Issues/Concerns: N/A

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

NB/A

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

N/A

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

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount:
Previous Adjustments:
This Request:
TOTAL:

Grant Information Summary

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

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

Fiscal Impact / Funding Source

Funding Line 1:

500-330-3300-1494

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0962 **Meeting Date:** 12/20/2023

Department
Sheriff

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to re-program the use of unspent capital funding in the amount of $1,362,563.00. This funding is in the Fulton County Sheriff's Office capital fund budget. The FCSO proposes to utilize $718,371.83 of the funds to Johnson Controls, Inc for the required Surveillance Enhancements at the South Annex Jail. This leaves a total of $49,158.72 to be re-programmed.

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

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

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

Is this a purchasing item?
No

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

The Fulton County Sheriff's Office request approval to re-program the use of unspent capital funding for the required Surveillance Enhancements to address current safety inefficiencies at the South Annex Jail which consists of the replacement of 59 existing cameras and 3 new cameras

Scope of Work: Reprogram funds to complete the installation of the Avigilon Video Management Systems at the Union City South Annex.

Agenda Item No.: 23-0962 **Meeting Date:** 12/20/2023

Community Impact: Will redirect available funds necessary to complete the surveillance upgrades at the Union City South Annex.

Department Recommendation: Recommend approval re-program the use of unspent capital funding in the amount of $1,362,563.

Project Implications: This will improve the surveillance of the vulnerable areas inside and outside of the facility.

Community Issues/Concerns: N/A

Department Issues/Concerns: N/A

Contract Modification
N/A

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

N/A

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

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

Click or tap here to enter text.

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount:
Previous Adjustments:
This Request:
TOTAL:

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind

Agenda Item No.: 23-0962 **Meeting Date:** 12/20/2023

Start Date:
End Date:
Match Account $:

☐ Approval to Award
☐ Apply & Accept

Fiscal Impact / Funding Source

Funding Line 1:

500-330-3300-1410

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0963 **Meeting Date:** 12/20/2023

Department
Superior Court Administration

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to increase the spending authority - Superior Court Administration, 18RFP090618A -CJC, Jury Management System in an amount not to exceed $151,000.00 with Catalis Courts and Land Records (ICON), for increased printing and mailing of juror summons due to the volume of high-profile and RICO trials. This increase will be used to close out the current contract. 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)*
Justice and Safety

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

Is this a purchasing item?
Yes

Summary & Background: The Jury Management System is essential to summons jurors to serve on panels in courtrooms. Catalis Courts and Lands Records (ICON) was implemented in 2019 as the court's new jury management system. Since that time, the court has implemented a new Jury Management System, effective November 1, 2023. This request to increase spending authority is required to cover outstanding invoices and to close out the contract with Catalis.

Agenda Item No.: 23-0963 **Meeting Date:** 12/20/2023

Scope of Work: Cloud-based software to randomly generate, print and mail summons to potential jurors to serve on panels in courtrooms.

Community Impact: Superior Court Administration is not aware of any community impact of amending this contract.

Department Recommendation: Superior Court Administration recommends the amendment of this contract.

Project Implications: Outstanding invoices for required services will be paid.

Community Issues/Concerns: Superior Court is not aware of any community issues or concerns with this request.

Department Issues/Concerns: Superior Court is requesting this increase to avoid any associated late fees.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	18-0974	12/19/2018	$298,000.00
AML - Master Software Agreement	19-0058	1/23/2019	$298,000.00
AML - Master Software Agreement	20-0017	1/22/2020	$298,000.00
AML - Master Software Agreement	21-0019	1/20/2021	$298,000.00
AML - Master Software Agreement	22-0050	1/19/2022	$298,000.00
AML - Master Software Agreement	23-0044	1/18/2023	$298,000.00
Total Revised Amount			$1,788,000.00

Contract & Compliance Information

N/A

Exhibits Attached

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

David Summerlin, Court Administrator, Superior Court Administration, 404.612.4529

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$298,000.00
Previous Adjustments:	$1,490,000.00
This Request:	$151,000.00
TOTAL:	$1,939,000.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

100-450-4503-1117: General, Superior Court Administration,

Key Contract Terms	
Start Date: Upon Approval	**End Date:** 12/31/2023
Cost Adjustment:	**Renewal/Extension Terms**: N renewals options available

Overall Contractor Performance Rating: This request closes out this contract.

Would you select/recommend this vendor again?
Choose an item.

Report Period Start: **Report Period End:**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0964 **Meeting Date:** 12/20/2023

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution by the Fulton County Board of Commissioners directing an external review of the Board of Ethics; and for other purposes. **(Arrington)**

A RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS DIRECTING AN EXTERNAL REVIEW OF THE BOARD OF ETHICS; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to Article IX, Sec. 2, Par. 1(a) (Home rules of counties) "[t]he governing authority of each county shall have legislative power to adopt clearly reasonable ordinances, resolutions, or regulations relating to its property, affairs, and local government for which no provision has been made by general law and which is not inconsistent with this [Georgia] Constitution or any local law applicable thereto"; and

WHEREAS, pursuant to its home rule powers, the Board of Commissioners ("BOC") first established the Board of Ethics at a Special Meeting on October 16, 1985 (Item # 12, page 151) to act as a neutral body to render advisory opinions and investigate allegations of ethical violations; and

WHEREAS, the Board of Ethics has recently demonstrated an inability to follow its governing laws and rules by (i) failing to notify the subjects of ethics complaints about the existence of such complaints as required by Fulton County Code of Ordinances ("FCC") § 2-81(c); (ii) conducting preliminary hearings and issuing findings from said hearings and failing to provide its findings in writing to the subjects of the hearings as required by FCC § 2-81(d); (iii) failing to provide public notice of its public meetings as required by O.C.G.A. § 50-14-1; and (iv) failing to make the minutes of its meetings available for public inspection as required by O.C.G.A. § 50-14-1; and

WHEREAS, the Board of Ethics has committed the following infractions (i) exceeding its authority by filing a lawsuit against a Fulton County employee and a non-Fulton County employee, that is not subject to the Code of Ethics; (ii) exceeding its authority by not dismissing complaints where no probable cause has been determined; (iii) exceeding its authority by not terminating investigations after determining that there is no probable cause to proceed; (iv) not providing probable cause hearings within 60 days; and (v) ruling on matters where it has inherent conflicts, because the Board of Ethics made itself a party to an action against one of the parties; and

WHEREAS, in light of the above infractions and their egregious nature, the BOC has grave concerns about the previous substantive and procedural actions taken by the Board of Ethics; and

WHEREAS, it is in the interest of Fulton County, Georgia and its citizens, to ensure that the body established to investigate ethical violations and advise on compliance with ethical standards is itself functioning within the bounds of its authority and in compliance with applicable laws and rules; and

WHEREAS, pursuant to 1880-81 Ga. Laws 508, codified in FCC § 1-117, the BOC has, as part of its "home rule powers," the "exclusive jurisdiction and control" to exercise powers that are "indispensable to [the] jurisdiction over county matters and county finances."

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby directs and authorizes the County Attorney to select an outside legal professional to perform a review of the actions and procedures of the Board of Ethics over the past ten (10) years and independently determine whether the Board of Ethics has been functioning within the bounds of its authority and in compliance with applicable laws and rules.

BE IT FINALLY RESOLVED, that this Resolution shall become effective upon its adoption, and 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 20th day of December, 2023.

FULTON COUNTY BOARD OF COMMISSIONERS

Sponsored by:

_____

Marvin S. Arrington, Jr., District 5

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.: 23-0965 **Meeting Date:** 12/20/2023

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution by the Fulton County Board of Commissioners to revoke every action taken by the Fulton County Board of Ethics from January 1, 2014, through December 20, 2023; and for other purposes. **(Arrington)**

A RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS TO REVOKE EVERY ACTION TAKEN BY THE FULTON COUNTY BOARD OF ETHICS FROM JANUARY 1, 2014, THROUGH DECEMBER 20, 2023; AND FOR OTHER PURPOSES.

WHEREAS, the Fulton County Board of Commissioners ("BOC") has, by ordinance, established a Code of Ethics (Fulton County Code § 2-66 *et seq.,*) governing minimum standards of conduct for Fulton County officers and employees; and

WHEREAS, among other provisions, the Code of Ethics creates a Board of Ethics and empowers it to render advisory opinions regarding the applicability of the Code of Ethics and to hear and decide complaints regarding alleged violations, See Fulton County Code § 2-80; and

WHEREAS, pursuant to Fulton County Code § 2-80, the Board of Ethics currently consists of 7 members, with (i) one (1) member to be nominated by the president of the Atlanta Bar Association from among the Association's membership; (ii) one (1) member to be nominated by the president of the Gate City Bar Association from among the Association's membership; (iii) one (1) member to be nominated by the president of the North Fulton Chamber of Commerce from among the Chamber's membership; (iv) one (1) member to be nominated by the president of the Atlanta Business League from among the membership of the Atlanta Business League; (v) one (1) member to be nominated by the president of the Atlanta Airport Chamber of Commerce from among the Chamber's membership; (vi) one (1) member to be nominated by the South Fulton Chamber of Commerce from among the Chamber's membership; and, (vii) one (1) member to be nominated and appointed by the Board of Commissioners; and

WHEREAS, the Board of Ethics has demonstrated that it cannot follow its governing codes and applicable laws; and

WHEREAS, instances where the Board of Ethics has established its inability to follow governing codes and applicable laws include, but not limited to: (i) failing to notify the subject of the ethics complaint about the existence and nature of the complaint, as required by Fulton County Code § 2-81(c); (ii) conducting a probable cause hearing and failing to provide its findings in writing to the subject of the hearing, as required by Fulton County Code § 2-81(d); (iii) failing to provide public notice of a public meeting as required by O.C.G.A. § 50-14-1; and (iv) failing to make available for public inspection, the minutes of a meeting in which the Board of Ethics conducted official business, as required by O.C.G.A. § 50-14-1; and

WHEREAS, the Board of Ethics has also committed the following infractions (i) exceeding its authority by filing a lawsuit against a Fulton County employee and a non-Fulton County employee, that is not subject to the Code of Ethics; (ii) exceeding its authority by not dismissing complaints where no probable cause has been determined; (iii) exceeding its authority by not terminating investigations after determining that there is no probable cause to proceed; (iv) not providing probable cause hearings within 60 days; and (v) ruling on matters where it has inherent conflicts, because the Board of Ethics made itself a party to an action against one of the parties; and

WHEREAS, the BOC was only made aware of these infractions due to the high-profile nature of the subject of these infractions; and

WHEREAS, due to the egregious nature of these infractions, the BOC has grave concerns about the validity of previous actions taken by the Board of Ethics;

WHEREAS, out of an abundance of caution, the BOC finds it necessary and appropriate to declare every action taken by the Board of Ethics from January 1, 2014,

through December 20, 2023, invalid and revoked to protect the welfare of the residents of Fulton County; and

WHEREAS, the BOC has authority, pursuant to the Constitution of the State of Georgia (Art. 9, § 2, ¶ 1(a)), to adopt reasonable ordinances, resolutions, or regulations relating to the affairs of Fulton County, Georgia, for which no provision has been made by general law and which is not inconsistent with the Constitution or any local law applicable thereto.

NOW, **THEREFORE**, **BE IT RESOLVED**, that the Fulton County Board of Commissioners hereby declares every action taken by the Fulton County Board of Ethics from January 1, 2014, through December 20, 2023, invalid, and is hereby revoked.

BE IT FURTHER RESOLVED, that upon the effective date of this Resolution, the Board of Ethics shall immediately cease in adjudicating any and all matters before it.

BE IT FURTHER RESOLVED, that upon adoption of this Resolution the Clerk to the Commission is directed to deliver a copy of this Resolution to the Chair of the board of Ethics.

BE IT FINALLY RESOLVED, that this Resolution will take effect upon its adoption, and that all resolutions, and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

PASSED AND ADOPTED, this 20th day of December 2023.

FULTON COUNTY BOARD
OF COMMISSIONERS

SPONSORED BY:

_____
Marvin S. Arrington Jr, Commissioner, District 5

ATTEST:

_____

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____

Y. Soo Jo, County Attorney

https://fc0365.sharepoint.com/sites/CountyAttorney/CALegislation/BOC/Resolutions/2023 Resolutions/Arrington/12.20.23.Resolution to Undo the Actions of the Board of Ethics for the last 10 years.docx

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0966 **Meeting Date:** 12/20/2023

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of an Ordinance to amend Chapter 2 (Administration), Article II (Officers and Employees), Division 2 (Code of Ethics) of the Fulton County Code to disband the Board of Ethics and to replace it with a slate of Ethics Hearing Officers; and for other purposes. **(Arrington)**

AN ORDINANCE TO AMEND CHAPTER 2 (ADMINISTRATION), ARTICLE II (OFFICERS AND EMPLOYEES), DIVISION 2 (CODE OF ETHICS) OF THE FULTON COUNTY CODE TO DISBAND THE BOARD OF ETHICS AND TO REPLACE IT WITH A SLATE OF ETHICS HEARING OFFICERS; AND FOR OTHER PURPOSES.

WHEREAS, the Fulton County Board of Commissioners ("BOC") has established a Code of Ethics (Fulton County Code §§ 2-66 *et seq.,* (1983)) governing minimum standards of conduct for Fulton County officers and employees; and

WHEREAS, among other provisions, the Code of Ethics creates a Board of Ethics (the "BOE") and empowers it to render advisory opinions regarding the applicability of the Code of Ethics and to hear and decide complaints regarding alleged violations; and

WHEREAS, pursuant to Fulton County Code § 2-80, BOE membership currently consists of (i) one (1) member to be nominated by the president of the Atlanta Bar Association from among the Association's membership; (ii) one (1) member to be nominated by the president of the Gate City Bar Association from among the Association's membership; (iii) one (1) member to be nominated by the president of the North Fulton Chamber of Commerce from among the Chamber's membership; (iv) one (1) member to be nominated by the president of the Atlanta Business League from among the membership of the Atlanta Business League; (v) one (1) member to be nominated by the president of the Atlanta Airport Chamber of Commerce from among the Chamber's membership; (vi) one (1) member to be nominated by the South Fulton Chamber of Commerce from among the Chamber's membership; and, (vii) one (1) member to be nominated and appointed by the Board of Commissioners; and

WHEREAS, the BOE has committed numerous violations of the Fulton County Code of Ethics ("Code of Ethics"), BOE rules of procedure, the Georgia Open Meetings Act, the Georgia Open Records Act, the Georgia Constitution and the United States

Constitution while adjudicating several matters pending before the BOE and in the Fulton County Superior Court, including the following:

2022 BOE Complaint of Reshard Snellings:

i. On March 21, 2022, Reshard Snellings filed an ethics Complaint against a County officer.

ii. On May 19, 2022 and July 14, 2022, the BOE conducted preliminary probable cause hearings regarding this matter against a County officer as required by Fulton County Code of Ethics Sec. 2-81(e).

iii. On July 21, 2022, the BOE determined by majority vote that there was probable cause to proceed with a formal hearing, but violated the Georgia Open Meetings Act, O.C.G.A. § 50-14-1, by not publishing on its website a notice of the July 21, 2022 meeting, the meeting agenda or the meeting minutes.

iv. The BOE failed to provide notice of the July 21, 2022 meeting to the County officer—a party to the matter decided at that meeting—or to his attorney of record.

v. The BOE further violated the provisions of Section 2-81(e) of its hearings and procedures by not voting at the conclusion of the July 14, 2022 preliminary hearing and by failing to provide the County officer—a party to the proceeding—with written notice of its July 21, 2022 determination of probable cause until December 2, 2022.

2020 BOE Complaint of Meisha Mainor:

i. On November 9, 2020, Meisha Mainor filed an ethics Complaint against a County officer.

ii. On March 16, 2021, the BOE determined by a majority vote that Mainor's complaint lacked sufficient evidence and failed to show probable cause to proceed further.

iii. On June 17, 2021, the BOE, in violation of its 2-81 of the Fulton County Code of Ethics, began discussing how to seek judicial advice about additional "evidence" discussed in the news media after the March 16, 2021 BOE determination of no probable cause; without providing either party to the previously adjudicated matter notification that the BOE was again considering the matter.

iv. The BOE's decision to proceed with investigating and adjudicating a matter that the BOE previously determined to lack probable cause was in violation of Code of Ethics Sec. 2-81(f) which provides that "[**i]f at least one-half of the voting members of the board of ethics conclude at the preliminary hearing that specific, substantial evidence does not exist to support a reasonable belief that there has been a violation of this code** as to any claim in a complaint or subject matter of an investigation it has initiated, **those claims shall be dismissed or the investigation terminated** and the parties will be so advised in writing."

<u>2022 BOE suit for Declaratory Judgment Against County Officer:</u>

i. On April 29, 2022, the BOE filed a sealed Complaint—Fulton County Superior Court Civil Action File No. 2022-CV-64124—against a County officer and one of his legal clients, who was not and is not subject to the Fulton County Code of Ethics, concerning the 2020 Mainor BOE Complaint that should have been

dismissed pursuant to Code of Ethics Sec. 2-81(f) over a year prior on March 16, 2021.

ii. The BOE, upon advice and counsel of the BOE's attorney, filed this lawsuit in the Fulton County Superior Court despite the fact that the BOE is not an entity capable of suing or being sued, despite the fact that it created a conflict because the County officer was a party in a matter then pending before the BOE, despite the fact that the BOE matter giving rise to the lawsuit had already been found by the BOE to lack probable cause, and despite the fact that the question the BOE presented to the Superior Court was how the BOE should rule on an evidentiary matter in a Complaint that should have been dismissed—thus seeking an advisory opinion from the very Court that decides writs of certiorari on appeal from the BOE.

iii. The County officer only learned of the lawsuit when he was served on or about July 22, 2022.

<u>County Officer's Motion to Recuse the BOE:</u>

i. On August 17, 2022, the County officer filed a Motion for Recusal, Disqualification or Dismissal of the 2022 Snellings BOE Complaint based on the conflict created by the BOE when it filed a lawsuit on April 29, 2022 against the County officer who was a party to matters pending before the BOE, which came to the officer's attention when he was finally served on July 22, 2022.

ii. On November 26, 2022, despite the pendency of the Motion to Recuse, the BOE notified the County officer of a formal hearing scheduled in the Snellings Complaint on December 8, 2022.

iii. Upon objection by the officer's attorney seeking a ruling on the Motion to Recuse prior to a hearing on the Snellings Complaint, the December 8, 2022 BOE hearing date was postponed.

iv. On January 12, 2023, the BOE advised the County officer that the Snellings Complaint would be the subject of a formal hearing on January 26, 2023.

v. On January 31, 2023, the BOE dismissed its suit for Declaratory Judgment against the County officer and his client, but did so <u>without</u> prejudice to refiling the action.

<u>County Officer's Ethics Complaint Against the BOE:</u>

i. On February 28, 2023, the County officer filed a complaint against the BOE, which should have been considered in a probable cause hearing within 60 days pursuant to Code of Ethics Sec. 2-81(d).

ii. To date, there is no indication that the BOE has conducted such a preliminary probable cause hearing and the matter remains pending in violation of the BOE's own procedures as codified in the Code of Ethics.

; and

WHEREAS, the BOE violated the Code of Ethics by conducting a probable cause hearing and failing to provide its findings in writing to the subject of the hearing, as required by Fulton County Code § 2-81(d); and

WHEREAS, the BOE has violated the Georgia Open Meetings Act, O.C.G.A. § 50-14-1, by not publishing on its website the notice of the July 21, 2022 meeting, the meeting agenda or the meeting minutes; and

WHEREAS, the BOE also violated the Georgia Open Records Act, O.C.G.A § 50-

18-70 et seq., by failing to provide the notice of the July 21, 2022 meeting, the meeting agenda and the meeting minutes; and

WHEREAS, the BOE violated the Open Records Act by failing to make available for public inspection, the minutes of a meeting in which the BOE conducted officer business, as required by O.C.G.A. § 50-14-1; and

WHEREAS, the BOE exceeded its authority by filing a lawsuit which it does not have the power to do; and

WHEREAS, the BOE has engaged in procedural violations and unlawful actions that have created an unnecessary and unwaivable conflict, and

WHEREAS, the BOE's flagrant violation of procedures and laws in the two BOE Complaints described herein is a strong indicator of similar violations that may be occurring in all of the matters pending before the BOE; and

WHEREAS, as currently constituted, the BOE can have no credibility to sit in judgment of a party's adherence to the Code of Ethics because the BOE itself has failed to follow its own procedures, the Code of Ethics, and the Georgia Open Meetings Act, the Georgia Open Records Act, the Georgia Constitution and the United States Constitution; and

WHEREAS, the BOE's actions throughout the course of the above-referenced proceedings have irreparably tainted its impartiality; and shown its refusal to comply with the Fulton County Code of Ethics, and

WHEREAS, the BOC has determined that replacing the BOE with a slate of Ethics Hearing Officers to carry out the functions of rendering advisory opinions, conducting

timely hearings, and deciding complaints consistent with the applicable codes and laws, will help to uphold the aims of the Code of Ethics; and

WHEREAS, the BOC desires to ensure that ethical matters are carried out efficiently by professionals who have the requisite knowledge, experience, and skills in the areas of ethics and local government law; and

WHEREAS, the BOC finds it necessary and appropriate to amend the Code of Ethics to disband the BOE and replace it with a slate of Ethics Hearing Officers; and

WHEREAS, the BOC has authority, pursuant to the Constitution of the State of Georgia (Art. 9, § 2, ¶ 1(a)), to adopt reasonable ordinances, resolutions, or regulations relating to the affairs of Fulton County, Georgia, for which no provision has been made by general law and which is not inconsistent with the Constitution or any local law applicable thereto.

NOW, **THEREFORE**, **BE IT ORDAINED**, that the Fulton County Board of Commissioners hereby amends the Ethics Code (Fulton County Code §§ 2-66 et seq.), including eliminating the Board of Ethics and replacing it with a slate of Ethics Hearing Officers, as set forth in Exhibit "A," which is attached hereto and incorporated by reference.

BE IT FURTHER ORDAINED, that upon the effective date of this Ordinance the Board of Ethics shall immediately cease in adjudicating any and all matters before it, and shall submit a list of pending matters with a summary of the current status to the Clerk to the Board of Commissioners.

BE IT FINALLY ORDAINED, that this Ordinance will take effect upon its adoption, and that all ordinances, resolutions, and parts of ordinances and resolutions in conflict

with this Ordinance are hereby repealed to the extent of such conflict.

SO ORDAINED, this 6th day of December 2023.

FULTON COUNTY BOARD OF COMMISSIONERS

Sponsored by:

_____
Marvin S. Arrington, Jr., Commissioner
District 5

ATTEST:

_____
Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

December 6, 2023 proposed changes to June 6, 2018[1] adopted Code of Ethics (as amended by Agenda Item No. 21-0526 on August 4, 2021and Agenda Item No. 23-0385 on June 7, 2023)

Sec. 2-66. Declaration of policy and aspirational objectives.

(a) It is essential to the proper government and administration of Fulton County that members of the board of commissioners, as well as all other officers and employees of the county, are in fact and in appearance, independent and impartial in the performance of their official duties; that public service not be used for private gain; and that there be public confidence in the integrity of the county. Because the attainment of one or more of these ends is impaired whenever there exists in fact, or appears to exist, a conflict between the private interests and public responsibilities of county officers and employees, the public interest requires that the county protect against such conflicts of interest by establishing appropriate ethical standards of conduct. It is also essential to the efficient operation of the county that those persons best qualified be encouraged to serve in positions of public trust. Accordingly, the standards hereinafter set forth must be so interpreted and understood as not to unreasonably frustrate or impede the desire or inclination to seek and serve in public office by those persons best qualified to serve. To that end, no officer or employee of the county, except as otherwise provided by law, should be denied the opportunity available to all other citizens to acquire and maintain private, economic, and other interests, except where a conflict of interest situation would necessarily result. The policy and purpose of this code of ethics, therefore, is to make clear those standards of

[1] Re-enacted in its entirety 2/4/04, Agenda Item No. 03-153.

ethical conduct that shall be applicable to the persons hereinabove named in the discharge of their official duties; to implement the objective of protecting the integrity of the county's government; and to prescribe only such essential restrictions against conflicts of interest as will not impose unnecessary barriers against public service.

(b) Officers and employees should aspire to avoid even the appearance of a conflict of interest by avoiding conduct or circumstances that would provide a reasonable basis for the impression that the officer's or employee's ability to protect the public interest or impartially perform an official act is compromised by his or her financial or personal interests in the matter or transaction. The appearance of a conflict of interest can exist even in the absence of an actual conflict of interest.

(c) Officers and employees should aspire to avoid even the appearance of impropriety by avoiding conduct or circumstances that would provide a reasonable basis for the impression that a person can improperly influence or unduly enjoy the officer's or employee's favor in the performance of his or her official acts or actions. The appearance of impropriety can exist even in the absence of actual impropriety.

Sec. 2-67. Definitions.

(a) *Business* means any corporation, partnership, proprietorship, organization, self-employed individual, and any other entity operated for economic gain, whether professional, industrial, or commercial, and other entities, which for purposes of federal income taxation are operated as non-profit organizations.

(b) *Confidential information* means information which has been obtained in the course of performing official duties as an officer or employee and has not been disclosed in a public proceeding or publication.

(c) *Contract* means any written or otherwise established agreement, lease, claim, account, or demand against any person, to which the county is an actual or otherwise interested party.

(d) *Financial interest* means any interest which shall, directly or indirectly, yield a monetary or other material benefit to the officer or employee, or to any person employing or retaining the services of the officer or employee, or to any member of the immediate family of the officer or employee.

(e) *Gifts and favors* means anything of value given by or received from a prohibited source.

Exemption: Notwithstanding anything contained in this chapter, *Gifts and favors* shall not mean and include, and shall not be intended to prohibit, the donation, sale, lease, conveyance, or transfer of residential real property between and among any banking institution, charitable organization, or nonprofit business or entity and Fulton County police officers, firefighters or emergency medical technicians ("First Responders") participating in the Fulton County Homes for First Responders Program, a public-private initiative, pursuant to which such real property is donated, sold, leased, conveyed or transferred to and occupied by Fulton County First Responders. *(Amended 1/9/13, item no. 12-1150)*

(f) *Immediate family* means an officer or employee and the spouse of an officer or employee, as well as the parents, children, brothers, and sisters of an officer or employee.

(g) *Intent* means the state of mind in which a person seeks to accomplish a given result through a deliberate course of action. Intent is the design, resolve, or determination with which a person acts, and which can seldom be proved by direct evidence, but must usually be proved by circumstances from which intent may be inferred.

(h) *Intent to influence* means to deliberately and willfully act in a manner chosen and designed to exert power over others, or to modify or affect the actions of others, even if in a gentle, subtle, or gradual fashion.

(i) *Interest* means any financial interest or personal interest or any other direct or indirect pecuniary or material benefit held by or accruing to an officer or employee as a result of a contract or transaction which is or may be the subject of an official act or action by or with the county. Unless otherwise provided, the term "interest" does not include remote interests, such as those shared with a substantial segment of the county's population.

U) *Lobbyist* means (i) any natural person who, for compensation, either individually or as an employee of another person, undertakes to promote or oppose the passage, approval, or defeat of an ordinance or resolution by the board of commissioners; and (ii) any natural person who makes a total expenditure of more than $250.00 in a calendar year to promote or oppose the passage, approval, or defeat of an ordinance or resolution by the board of commissioners,

but not including the person's own travel, food, and lodging expenses, or expenses for informational materials.

(k) *Matter or transaction* means the subject of any official act by an officer or employee or any governing body of the county or any county agency.

(l) *Officer or employee* means any elected officer of the county, any person appointed to a county board, commission, or agency by the board of commissioners, any person employed by the county, including contractual employees, and any person retained by the county or any agency of the county in a consulting capacity, who is exclusively obligated to the county for a period of ninety (90) or more days. This definition does not include members of advisory boards having no decision-making authority; provided, however, that county employees serving on the Advisory Committee of the Atlanta-Fulton County Water Resources Commission continue to be included within this definition while serving on that Advisory Committee. This definition includes retired former employees and other former employees of the county during any period in which they are later employed or retained by the county or any county agency. *(Amended 8117105, item no. 05-0975)*

(m) *Official act* means any executive, legislative, administrative, appointive, ministerial, or discretionary act taken by the board of commissioners or the county manager, as well as any such act taken by any other officer or employee in the performance of his or her official duties.

(n) *Paid* means the receipt of, or right to receive, a salary or a commission, percentage, brokerage, or contingent fee for services.

(o) *Participate* means to take part in any official act, actions, or proceedings personally, and to take part in such acts, actions, or proceedings as an officer or employee for the purpose of performing a duty, granting or denying approvals, rendering decisions, or failing to so act or perform such a duty.

(p) *Participation in contracting* means, with respect to current officers and employees as well as former officers and employees during the time periods set forth in Section 2-77(b), to take part in or to attempt to or actually influence any official act, actions, or proceedings involving county contracts, including preparing, making recommendations for, influencing the content of, rendering advice regarding, or interpreting the meaning of county regulations and policies relevant to any part of contracts, purchasing specifications, or solicitations for bids or proposals. *(Amended 10/18/06, item no. 06-1102)*

(q) *Person* means any individual, business, representative, fiduciary, trust, or association.

(r) *Personal interest* means any interest arising from relationships between the officer or employee and members of his or her immediate family or from associations with any business, whether or not a financial interest is involved. For the purposes of this code of ethics, and without being limited thereto, an officer or employee shall be deemed to have an interest in matters and transactions involving:

(1) any person in his or her immediate family;

(2) any person with whom a contractual relationship (either written or implied) exists, whereby he or she may receive any payment or other benefit, including any agreement for employment; and

(3) any business in which he or she is a director, officer, employee, prospective employee, or substantial shareholder.

(s) *Prohibited source* means any person, business, or entity that the involved officer or employee knows or should know:

(1) is seeking official action from the county;

(2) is seeking to do or is doing business with the county;

(3) represents a person who is seeking official action from the county or who is seeking to do or is doing business with the county;

(4) has interests that may be affected by the performance or non-performance of official duties by the officer or employee; or

(5) is a registered lobbyist in accordance with state law.

(t) *Reprimand* means an action taken by ~~the board of~~ an ethics hearing officer, which constitutes and transmits a public disapproval of the conduct of an officer or employee.

Sec. 2-68. Conflicts of interest generally / Impartiality.

(a) No officer or employee shall perform, or fail to perform, any official act or influence others to perform, or fail to perform, any official act, on a matter in which the officer or employee knows, or reasonably should know, they have an interest that may be affected.

(b) No officer or employee shall state or specifically imply that any person can improperly influence him or her in the performance of any official acts or actions or that the officer or employee is able to improperly influence the official acts or actions of other county officers or employees.

(c) No officer or employee shall, by virtue of his or her position with the county, except as necessary in the performance of his or her official duties, directly or indirectly influence or attempt to influence the decision of any other officer or employee who must act to further any county procurement, policy, contract, matter, or transaction.

Sec. 2-69. Gifts and favors / Honoraria.

(a) No officer or employee shall directly or indirectly solicit, request, exact, receive, or agree to receive a gift, loan, favor, promise, or thing of value, in any form whatsoever, for himself, herself, or another person, from any prohibited source.

(b) No officer or employee shall directly or indirectly solicit, request, exact, receive or agree to receive an honorarium, which, for purposes of this section, means a payment of money or anything of value for any service, including, but not limited to, appearances, speeches, or articles, if the subject matter of the appearance, speech, or article relates to the official duties of the officer or employee and such payment or other thing of value is given to the officer or employee because of his or her status with the county.

(c) This section shall not apply in the case of:

(1) a nonpecuniary gift, ticket, or other thing of value, the value of which is $100.00 or less;

(2) an award publicly presented in recognition of public service;

(3) a commercially reasonable loan made in the ordinary course of business by an institution authorized by law to engage in the making of such a loan;

(4) a ticket or pass of admission, or a discount on such ticket or pass of admission to a price below its face value, given to an officer or employee by a member of his or her immediate family, or given by a business, other than a public agency, in which the officer or employee or a member of his or her immediate family serves as an officer, director, stockholder, creditor, trustee, partner, or employee; and

(5) a ticket or pass of admission to any recreational, entertainment, or sporting event, or a discount on such ticket or pass of admission to a price below its face value, if the officer or employee at issue is performing an official duty at the event. For purposes of this subsection, an official duty shall include any appearance, meeting, discussion, greeting, or introduction, the substantial purpose of which is related to the performance of an official act.

Sec. 2-70. Campaign contributions.

This code of ethics shall not apply to campaign contributions made or received in compliance with the laws of the State of Georgia.

Sec. 2-71. Confidential information.

(a) No officer or employee shall disclose, except as required by law, or otherwise use confidential information acquired by virtue of his or her position with the

county to advance his or her interests or the interests of any other person, where such disclosure or use would conflict with the best interests of the county.

(b) Without limiting the scope of subsection (a), no officer or employee shall disclose any information acquired during any session of the board of commissioners that is closed to the public pursuant to the provisions of the Georgia Open Meetings Act, unless such disclosure is specifically authorized by vote of the board of commissioners. *(Added 1017/09, item no. 09-1043)*

Sec. 2-72. Representation.

(a) Except in the regular discharge of their official duties, no officer or employee shall appear on his or her own behalf, or represent, or appear on behalf of any person, whether paid or unpaid, before any court or before any individual, legislative, administrative, or quasijudicial board, body, agency, commission, or committee appointed by the county manager, board of commissioners, or other county official, concerning any contract, matter, or transaction which is or may be the subject of an official act by the county, its officers, or its employees, or otherwise use or attempt to use his or her official position to secure unwarranted privileges or exemptions for himself, herself, or other persons; provided, however, that this subsection shall not prohibit an officer or employee from appearing on his or her own behalf, concerning any contract, matter, or transaction, unless such officer or employee knows or reasonably should know that the contract, matter, or transaction is under his or her official responsibility as an officer or employee.

(b) No officer or employee shall represent any person, business, or entity whose interests are in conflict with the interests of the county in any action, proceeding, or litigation in which the county or agency of the county is a party or complainant.

Sec. 2-73. Nepotism.

(a) No officer or employee shall advocate for or cause, directly or indirectly, the hiring, advancement, promotion, or transfer of a member of his or her immediate family to any office or position with the county or a county agency.

(b) No officer or employee having authority to appoint or recommend for appointment members of any county board, commission, or authority shall appoint or recommend for appointment a member of his or her immediate family.

Sec. 2-74. Abstention and disclosure of interest.

An officer or employee who has an interest in a contract, matter, or transaction that he or she has reason to believe will be affected by his or her official acts or actions, or by the official acts or actions of the county, shall abstain from participating in such official acts or actions and shall not vote for or against, discuss, decide, or otherwise participate in the county's consideration of the contract, matter, or transaction, or otherwise attempt to or actually influence the vote, discussion, or decision of the county regarding the contract, matter, or transaction. In addition, the officer or employee shall disclose publicly the nature of such interest prior to any determination of the contract, matter, or transaction.

Sec. 2-75. Incompatible interests and employment.

(a) No officer or employee shall invest or hold any investment, directly or indirectly, in any financial, business, commercial, or other private contract, matter, or

transaction, which creates a conflict with and adversely affects the performance of official duties by the officer or employee to the detriment of the county.

(b) No officer or employee shall own stock in any business doing business with the county. This section is not intended to apply where the officer or employee owns less than ten percent (10%) of any company or publicly traded stock.

(c) No officer or employee shall solicit, request, or accept employment by, or agree to otherwise provide services to, any person or business when such employment or the providing of such services is adverse to or incompatible with the proper discharge of official duties by the officer or employee.

(d) An officer or employee may serve as an unpaid director of, or volunteer for, a not-for-profit or charitable business or organization that receives or solicits grant funding from the county or a county agency, as long as that officer or employee is not involved in the grant selection process. *(Added 3/16/04, item no. 05-0294)*

Sec. 2-76. Contracts involving officers and employees.

(a) The county shall not enter into any contract involving services or property with an officer or employee, or with a person or business in which an officer or employee has an interest. This section shall not apply in the case of:

(1) contracts for goods or services with an officer or employee, or member of the immediate family of an officer or employee, or a business that employs an officer or employee, or member of the immediate family of an officer or employee, where (i) the contract is competitively procured; and (ii) the officer or employee does not participate in any aspect of the procurement or performance of the contract; *(Amended 8/4/04, item no. 04-0796)*

(2) the designation of a bank or trust company as a depository for county funds;

(3) the borrowing of funds from any bank or lending institution which offers the lowest available rate of interest for such loan;

(4) contracts for goods or services entered into with a business which is the only available source of such goods or services; and

(5) contracts entered into under circumstances which constitute an emergency situation, provided that a record explaining the emergency is prepared by the county manager and within ten (10) days ~~submitted to~~filed with the ~~board of~~ secretary for the ethics hearing officer ~~at its next regular meeting.~~

(b) No officer or employee shall participate in any contract involving the county if he or she knows or should have known that an interest in the contract is possessed by such officer or employee, one or more members of his or her immediate family, or any business, other than a public agency, in which he or she or a member of his or her immediate family serves as an officer, director, stockholder, creditor, trustee, partner, or employee.

Sec. 2-77. Unemployed officers and employees.

(a) No officer or employee shall, after the termination of his or her employment with the county, participate in any contract with the county, in a managerial, entrepreneurial, or consulting capacity. For the purposes of this section, "consulting" shall include, but not be limited to, advising any person doing business with the county or seeking to do business with the county (whether as a

prime contractor or subcontractor) regarding the meaning and application of county rules and regulations, the administration of which were a part of the official responsibility of the officer or employee before termination of his or her employment. In addition, no officer or employee shall, after termination of his or her employment with the county, knowingly make, with the intent to influence, any communication to or appearance before any department, board, or other authority of the county in connection with a particular matter:

(1) in which the county has a direct and substantial interest; and

(2) in which such person knows or reasonably should know was under his or her official responsibility as such officer or employee before the termination of his or her employment with the county. *(Amended 10/18106, item no. 06-1102)*

(b) The restrictions set forth in this section shall be in effect for a period of one year after the termination of the officer's or employee's employment with the county; provided, however, with respect to former members of the board of commissioners, the restrictions shall be in effect for a period of two years after leaving office; provided, further, that in the case of any former member of the board of commissioners who is convicted of a felony criminal offense in connection with the solicitation or award of a county contract, the restrictions shall be in effect for a period of seven years, beginning at the time of the conviction, except that in cases where a period of imprisonment is ordered, the seven years shall begin at the completion of the period of imprisonment.

Sec. 2-78. Compliance with applicable laws.

No officer or employee shall engage in any activity or transaction that is prohibited by any law, now existing or hereafter enacted, which is applicable to him or her by virtue of his or her office or position. When any provision of this code of ethics shall conflict with the laws of Georgia or the United States, such laws shall apply. If any section of this code of ethics shall be declared by any court to be invalid, the remaining sections shall remain applicable.

Sec. 2-79. Disclosure of income and financial interests. *(Amended 8/4/04, item no. 04-0796)*

(a) On or before April 15 of each calendar year, each of the following individuals shall file an income and financial disclosure report with the clerk to the commission, which report shall cover the preceding calendar year:

(1) all elected officials of Fulton County, as well as judges of the juvenile and magistrate courts;

(2) county manager;

(3) deputy county managers;

(4) all department heads, including the county attorney and the clerk to the commission, as well as all division heads reporting to the county manager, ~~and the deputy director of zoning~~;

(5) members of the board of tax assessors and all property appraisers;

(6) ethics hearing officer~~members of the community zoning board~~; and

(7) members of the Development Authority of Fulton County.

(b) The obligation to file an income and financial disclosure report annually with the clerk to the commission is mandated for the calendar year, regardless of whether the person is removed from the appointment or their term ends prior to April 15.

~~(1) members of the board of zoning appeals; and~~

(2) ~~members of the board of ethics~~.

(c) Each such report shall identify the source of each of the following, received or accrued during the preceding calendar year, by each person required to file such report and such person's spouse, if any:

(1) any income for services rendered of $1,000.00 or more;

(2) any honorarium from a single source in the aggregate amount of $500.00 or more, except as otherwise reported under applicable state law;

(3) any gift(s) or favor(s) from a single prohibited source in the aggregate value or amount of $100.00 or more; and

(4) any dividend income of $1,000.00 or more.

(d) Each such report shall also contain:

(1) the name, address, and general description of any professional organization in which the person reporting is an officer, director, partner, proprietor, or employee, or serves in any advisory capacity, from which income of $1,000.00 or more was received;

(2) the name and address of every business in which the person reporting owns 10% or more of such business's then outstanding stock;

(3) the address and tax parcel ID number of all real property in which the person reporting has an ownership interest valued at 5% or more of the property's then assessed value; and

(4) the source, date, and amount of any reimbursement of expenses to the person reporting in the amount of $1,000.00 or more.

Sec. 2-80. ~~Board of ethics / Creation /~~ Ethics hearing officers: appointment; ~~D~~duties.

(a) ~~*Creation.* There is hereby created a body to be known as the Fulton County board of *ethics*.~~*Appointment.* The board of commissioners shall appoint independent ethics hearing officers to serve in matters and perform the functions as outlined herein.

(b) ~~*Membership.* The board of ethics shall consist of the follo-Ning seven (7) members, who shall have been residents of Fulton County for not less than three years preceding their selection. The members for positions (1) through (6) shall be subject to final appointment by the Board of Commissioners:~~

~~(1) One member to be nominated by the president of the Atlanta Bar Association from among the Association's membership;~~

~~(2) One member to be nominated by the president of the Gate City Bar Association from among the Association's membership;~~

~~(3) One member to be nominated by the president of the North Fulton Chamber of Commerce from among the Chamber's membership;~~

~~(4) One member to be nominated by the president of the Atlanta Business League from the membership of the Atlanta Business League;~~

~~(5) One member to be nominated by the president of the Atlanta Airport Chamber of Commerce from among the Chamber's membership;~~

~~(6) One member to be nominated by the president of the South Fulton Chamber of Commerce, Inc. from among the Chamber's membership;~~

~~a AG~~

~~(7) One member to be nominated and appointed by the board of~~

~~commissioners.~~

~~In the event an organization with nominating poi.ver under subparagraphs (1) through (6), above, fails to submit a nomination following resignation or expiration of the term of its respective nominee, the Clerk to the Commission shall send notice to the organization requesting the name of a nominee. If no such nominee is provided within thirty (30) days of the notice, the board of commissioners may proceed to nominate and appoint a ne 1 1.1 member of its own choosing to the relevant position on the board of *ethics*.~~*Nomination.* Each member of the board of commissioners may nominate an individual to serve as an ethics hearing officer subject to approval by the board of commissioners. Each ethics hearing officer shall be an impartial attorney who is an active member of the State Bar of Georgia for at least five (5) years. Ethics hearing officers shall not be current employees or current elected officials of the county nor shall they be former employees of former elected officials unless one (1) year has passed since they separation prior to the date of their appointment.

~~*(c) Chair.* At the first meeting of the board of ethics in each calendar year, the board shall select, from among its members, a chair who shall serve as chair for the remainder of the calendar year and until a successor is chosen pursuant to this subsection.~~

(~~d~~c) *Compensation*~~*, organization, and meetings.* Members of the board of ethics~~Ethics hearing officers shall be paid a per diem in the amount of $150.00 per matter. ~~The board of ethics shall meet no less than is required to conduct the business of the board, which in no event shall be less than once each calendar~~

~~quarter. All meetings of the board of ethics shall be held at the Fulton County Government Center.~~

(~~e~~d) *Term of appointment ~~office~~.* ~~The members first selected pursuant to subsections (b)(1) and (2), above, shall serve an initial term of one year from the date of their selection. The terms of office of the members first selected pursuant to subsections (b)(3) and (4), above, shall expire one year after the expiration of the terms of office of the persons selected pursuant to subsections (b)(1) and (b)(2), above. The terms of office of the members first selected pursuant to subsections (b)(5), (b)(6) and (b)(7), above, shall expire two years after the expiration of the terms of office of the persons selected pursuant to subsections (b)(1) and (b)(2), above. Each member selected after the initial terms of office have expired shall serve a term of three years or until his or her successor is appointed. A member shall cease to serve upon the termination of his or her membership in the organization from which he or she was selected~~Ethics hearing officers shall serve at the pleasure of the board of commissioners.

(~~f~~e) *Background Checks.* ~~Members~~ Ethics hearing officers shall be subject to investigation sufficient to confirm their educational and employment histories and any history of criminal convictions.

(~~g~~f) *Vacancies.* Any vacancy ~~on the board of ethics occurring before the end of the term of the departing member~~in the slate of ethics hearing officers shall be filled in the same manner as the original selection ~~for the remainder of the regular term.~~

(~~h~~g) *Political Activities.* ~~Members of the board of ethics, during their term of office~~While appointed, ethics hearing officers are prohibited from making contributions to the political campaigns of any candidate for a county office.

(~~i~~h) *Duties.* The duties of the ~~board of~~ ethics hearing officers shall be:

~~(1) to establish procedures, rules, and regulations for its internal organization and the conduct of its affairs, consistent with the provisions of this code of ethics;~~

(~~2~~1) to render advisory opinions, not more than sixty (60) days after receiving a request to do so, with respect to the interpretation and application of this code of ethics, to any officer or employee who requests such an advisory opinion as to whether a particular course of conduct would constitute a violation of the standards imposed herein, which requests shall be in writing. In any subsequent complaint concerning the same officer or employee and same conduct which is the subject of an advisory opinion rendered by ~~the board of~~an ethics hearing officer, ~~the board of~~ subsequently assigned ethics hearing officer shall be bound to follow the advisory opinion, unless it is established that material facts were omitted or misstated in the request for same;

(~~3~~2) to conduct hearings ~~its proceedings~~ in meetings open to the public;

~~(4) to prescribe forms necessary to carry out any function prescribed by this code of ethics;~~

(~~5~~3) to make available ~~to the public~~for public inspection pursuant to the Open Records Act ~~information~~ public records disclosed pursuant to this code of ethics;

(~~6~~4) to receive, hear, investigate, and make findings concerning ~~complaints of~~ violations of this code of ethics, and to hold hearings in connection therewith ~~as the board or ethics may deem necessary;~~ and

(~~7~~5) to recommend to the board of commissioners revisions of this code of ethics.

(i) Neither the board of commissioners nor any officer or employee shall engage in any conduct designed to interfere with or improperly influence ~~the members of the board of~~ ethics hearing officers in the performance of their duties under this code of ethics.

Sec. 2-81. Hearings and procedures.

(a) Any person may initiate a complaint of a violation of this code of ethics by submitting to the secretary ~~to~~ for the ~~board of~~ ethics hearing officers, a written, sworn complaint under penalty of perjury, upon a form prescribed by the ~~board of ethics~~county, which the secretary shall then forward to a randomly assigned ethics hearing officer.

(b) With the written concurrence of at least three (3) other ethics hearing officers, ~~The board of~~an ethics hearing officer may also initiate an investigation on ~~its~~ his or her own initiative by submitting to the secretary for the ethics hearing officers, a written notice of investigation using a form prescribed by the county.

(c) Within five (5) business days following the filing of a complaint or notice of investigation, the subject of the complaint or investigation shall be notified by the secretary for the ethics hearing officers of the existence and nature of the complaint or investigation.

(d) ~~The board of ethics shall, w~~Within sixty (60) days following the filing of a complaint ~~or initiation of an investigation on its own initiative,~~ the assigned ethics hearing officer shall issue a written initial determination as to ~~conduct a preliminary hearing to determine~~ whether ~~specific, substantial evidence exists to~~ the allegations support a reasonable belief that there has been a violation of this code of ethics and give notice to the ~~involved~~ parties.

~~(e)~~ If an initial determination regarding a complaint is that the allegations therein ~~the board of ethics determines by majority vote at the preliminary hearing that specific, substantial evidence exists to~~ support a reasonable belief that there has been a violation of this code as to any claim in the~~a~~ complaint ~~or subject matter of an investigation it has initiated, the involved parties shall be so advised in writing and the board of~~ the assigned ethics hearing officer shall schedule a formal hearing to further consider those claims or subjects for which such an initial determination has been made. The ~~board of~~assigned ethics hearing officer shall notify all ~~involved~~ parties in writing of the time and place of the formal hearing, which hearing shall not be held sooner than ten (10) days following notice of same. When an investigation has been initiated by an ethics hearing officer, said ethics hearing officer shall schedule a formal hearing and give notice in the same manner as a hearing for a filed complaint.

~~(f)~~ If an initial determination regarding a complaint is that the allegations therein ~~at least one-half of the voting members of the board of ethics conclude at the preliminary hearing that specific, substantial evidence does not exist to~~do not support a reasonable belief that there has been a violation of this code as to any

claim in the~~a~~ complaint ~~or subject matter of an investigation it has initiated~~, those claims shall be dismissed ~~or the investigation terminated~~ and the ~~involved~~ parties will be so advised in writing with the written initial determination.

(g) Formal hearings shall be public, and all ~~involved~~ parties shall have the opportunity to be heard, to summon witnesses, and to present evidence. Persons alleged to have violated this code of ethics shall have the right to be represented by counsel at their own expense.

(h) ~~The board of~~An ethics hearing officer shall have the power to compel the attendance of witnesses and the production of records by subpoena, and to take testimony under oath. ~~Fulton County~~ The county shall bear the costs of issuing subpoenas and, if desired by the ~~board of~~ ethics hearing officer, the cost of having a court reporter present to record hearings. Any matters related to enforcing or quashing subpoenas may be submitted to the superior court of Fulton County.

(i) At the conclusion of the formal hearing, the ~~board of~~ ethics hearing officer shall deliberate upon ~~its~~ his or her findings ~~in public and shall determine its findings by majority vote.~~ Findings that a violation of this code of ethics has occurred must be based upon a clear and convincing evidence standard. The ~~board of ethics'~~ decision of the ethics hearing officer shall ~~subsequently~~ be reduced to writing and provided to the parties within thirty (30) days of the conclusion of the formal hearing, which decision shall be final; provided, however, that the decision shall be subject to review through a petition for judicial review ~~by writ of certiorari~~ to the state or superior courts of Fulton County.

Sec. 2-82. Violations.

~~(a)~~ Any intentional violation of this code of ethics, ~~the furnishing of false or misleading information to the board of ethics, the failure to follow an opinion or decision issued by the board of ethics, or the failure to comply with a subpoena issued by the board of ethics, as determined by the board of ethics~~ after notice and the right to be heard in accordance with the hearing requirements of this code of ethics, shall subject the violator to:

(1) an administrative sanction not to exceed $1,000.00, which sanction shall be deposited into the general fund of Fulton County; and/or

(2) a public reprimand.

(b) In addition to those sanctions provided for at subsection (a), with regard to a violation of this code of ethics committed by an employee of ~~Fulton County~~the county, ~~the board of~~an ethics hearing officer may recommend to the board of commissioners or the appropriate appointing authority disciplinary action in accordance with the personnel rules, policies and procedures of the county ~~and regulations of Fulton County.~~

(c) In addition to those sanctions provided for at subsection (a), with regard to a violation of this code of ethics committed by any person, business, or other entity, ~~the board of~~an ethics hearing officer may recommend to the Department of Purchasing and Contract Compliance that debarment proceedings be commenced in accordance with applicable county ordinances ~~of Fulton County~~.

(d) Any person who furnishes false or misleading information to an ethics hearing officer, fails to follow an opinion or decision issued by an ethics hearing officer, or

fails to comply with a subpoena issued by an ethics hearing officer shall, at the determination of the assigned hearing officer, be subject to the sanctions provided for at subsection (a) after notice and an opportunity to be heard.

Sec. 2-83. Secretary for the ethics hearing officersto the board of ethics / L legal counsel; compliance advisors.

(a) The board of ethics shall select a A secretary, who shall be under contract with or employed by the county and paid from funds approved by the board of commissioners, shall be made available to the ethics hearing officers, whose duties shall include

(1) the receiving of complaints, and requests for advisory opinions, notices of investigations and disclosure reports;

(2) impartially assigning matters to ethics hearing officers;

(3) and the maintaining of all records and minutes of the meetings and proceedings of the board of ethics hearing officers: and

(4) submitting to the clerk to the commission copies of all records and minutes of the proceedings of the ethics hearing officer.No longer than five (5) business days following each meeting of the board of ethics, the secretary shall provide the clerk to the commission with a copy of all such records and minutes. The secretary shall be under contract with Fulton County to provide such services to the board of ethics and shall be compensated from funds approved by the board of commissioners.

(b) The board of ethics shall be represented by independent legal counsel, selected by the board of ethics from those attorneys admitted to practice law in the State of Georgi. Said legal counsel shall be under contract with Fulton County to provide such services to the board of ethics and shall be compensated from funds approved by the board of commissioners.

(c) There shall be three (3) compliance advisors, who shall be attorneys in good standing with the State Bar of Georgia, and selected in the manner provided herein, with each being responsible for ruling on all procedural questions and ensuring that an ethics hearing officer is complying with applicable rules and laws during a matter or proceeding in which the particular compliance advisor is assigned. The compliance advisors shall be retained by the county pursuant to independent contractor agreements, with said positions advertised by the department of human resources then spread on the meeting minutes of the board of commissioners. The compliance advisors shall provide to the county their taxpayer ID numbers and are to be paid as vendors of the county and not through the county payroll system. They shall be provided with 1099 form by the county and shall not accrue any benefits. Said compliance advisors are not intended by this ordinance to be legal counsel for ethics~~al~~ hearing officers~~ or to be advisors for purposes of a pending matter before any ethics hearing officer~~.

Sec. 2-84. Lobbyist registration.

(a) Every lobbyist, as defined in section 2-67, and who is required by the laws of the State of Georgia to be registered with the State Ethics Commission, shall also register with Fulton County. Registration with Fulton County shall be complete upon the filing of a copy of such person's registration filed with the State Ethics Commission, including each renewal of and supplement to same, with the ~~Fulton County board of ethics~~secretary for the ethics hearing officers. Each such registration, as well as each renewal of and supplement to such registration filed with the State Ethics Commissions, shall be filed with the ~~board of ethics~~ secretary for the ethics hearing officers not more than three (3) business days

following the applicable deadline for filing same with the State Ethics Commission.

(b) The registration required by this code section shall not apply to:

(1) Any person who expresses personal views, on that individual's own behalf, to the board of commissioners or any member thereof;

(2) Any officer or employee of Fulton County, or any officer or employee of any other governmental agency or non-profit entity which is funded or partially funded by Fulton County, who appears before or provides information to the board of commissioners or a member thereof at the request of the board or a member thereof;

(3) Any licensed attorney appearing before the board of commissioners on behalf of a client in any adversarial proceeding before the board, as well as any witness appearing in such a proceeding for the purpose of giving testimony;

(4) Any elected official performing the official duties of their office; and

(5) Any person employed or appointed by a registered lobbyist, but who is not a lobbyist as defined at section 2-67.

Sec. 2-85. Lobbyist disclosure reports.

Every lobbyist, as defined in section 2-67, and who is required by the laws of the State of Georgia to file disclosure reports with the State Ethics Commission, shall also file such disclosure reports with Fulton County. This requirement shall be complete upon the filing of a copy of each such disclosure report filed with the State Ethics Commission with the ~~Fulton County board of ethics~~secretary for the ethics hearing officers. Each such disclosure report shall be filed with the ~~board of ethics~~ secretary for the ethics hearing officers not more than three (3) business days following the applicable deadline for filing same with the State Ethics Commission.

Sec. 2-86. Denial, suspension, or revocation of registration / Reinstatement / Administrative sanction. *(Added 7120105, item no. 05-0867)*

~~(a)~~ In addition to other penalties provided in this code of ethics, an ~~the board of~~ ethics hearing officer may by order deny, suspend, or revoke, for a period not to exceed one year, the registration of a lobbyist if it finds that the lobbyist has violated or failed to comply with the registration and disclosure requirements of section 2-84 or section 2-85. An ethics hearing officer may also impose an administrative sanction not to exceed $1,000 per violation.

(b) Following any period of suspension or revocation ordered pursuant to section 2-86(a), a lobbyist may apply to ~~the board of ethics~~ for reinstatement of registration. Such reinstatement application shall be conducted in the same manner as required for an initial registration under section 2-84 and shall be conditioned upon payment of any outstanding penalty or fees.

~~(c) Any person failing to comply with or violating any of the provisions of section 2-84 or section 2-85 shall be subject to an administrative sanction by the board of ethics not to exceed $1,000.00 per violation.~~

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0915 **Meeting Date:** 12/20/2023

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution by the Fulton County Board of Commissioners to dissolve the Housing Authority of Fulton County; and for other purposes. **(Arrington) (HELD ON 12/6/23)**

A RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS TO DISSOLVE THE HOUSING AUTHORITY OF FULTON COUNTY; AND FOR OTHER PURPOSES.

WHEREAS, the duly elected governing body of Fulton County, Georgia is the Fulton County Board of Commissioners (the "BOC"); and

WHEREAS, the General Assembly in 1937 enacted the Housing Authorities Law (the "Housing Authority Law") to create a "public body corporate and politic" in every Georgia city and county known as a "housing authority," with said law currently codified at O.C.G.A. § 8-3-1 *et seq.*; and

WHEREAS, the Housing Authority Law bars a housing authority from transacting any business or exercising any power until the relevant governing body, by resolution, declares there is a need for the housing authority to function in such city or county, and finds that, within the boundaries of the local government, unsanitary or unsafe housing exists or there is a shortage of safe or sanitary affordable housing for lower income citizens, O.C.G.A. §§ 8-3-4, 8-3-5; and

WHEREAS, on January 19, 1972, the BOC adopted the necessary Resolution creating the Housing Authority of Fulton County (the "HAFC") and appointed the HAFC's board, with the members of this board known as Commissioners (hereinafter, "HAFC Commissioners"); and

WHEREAS, on November 15, 2023, several HAFC Commissioners and staff members came before the BOC to speak in support of the removal of an HAFC Commissioner based on reported inefficiency and misconduct; and

WHEREAS, HAFC Commissioners and staff reported that an HAFC Commissioner regularly disrupted HAFC meetings to the point of requiring a security officer, displayed conduct that was aggressive and unprofessional at an HAFC related professional conference, and sexually harassed staff by taking and posting one staff member's photograph without consent and entering staff offices after being instructed by the HAFC Chair to refrain from contact; and

WHEREAS, HAFC Commissioners and staff members informed the BOC that the HAFC is unable to conduct regular business because it must frequently cancel or end meetings because of an HAFC Commissioner's actions; and

WHEREAS, the attorney for the HAFC conveyed a request to the BOC that a particular HAFC Commissioner be removed via a letter dated June 6, 2023 containing charges against the HAFC Commissioner; and

WHEREAS, the attorney for the HAFC served a copy of said charges on the HAFC Commissioner on June 15, 2023; and

WHEREAS, electronic notice was provided to the HAFC Commissioner on June 21, 2023 of a hearing on July 20, 2023; and

WHEREAS, the HAFC held a hearing on July 20, 2023 regarding the removal of the HAFC Commissioner with Retired Judge Thelma Wyatt Cummings Moore serving as the hearing officer; and

WHEREAS, the hearing officer determined that removal of the HAFC Commissioner was warranted; and

WHEREAS, the report of the hearing officer dated August 8, 2023 was conveyed to the BOC recommending removal of the HAFC Commissioner pursuant to O.C.G.A. § 8-3-53; and

WHEREAS, failure of the BOC to take action to remove the HAFC Commissioner prevents the HAFC from conducting normal business; and

WHEREAS, the public does not benefit from the HAFC if the BOC continues to allow the prevention of HAFC business by failing to remove a disruptive HAFC Commissioner for cause; and

WHEREAS, the BOC finds it to be in the best interest of the public to dissolve the HAFC

if it can no longer conduct business.

NOW, THEREFORE, BE IT RESOLVED, that the BOC hereby dissolves the HAFC due to its inability to carry out its duties and functions.

BE IT FURTHER RESOLVED, that upon adoption, the Clerk to the Commission shall deliver a copy of this Resolution to the Chair of the HAFC.

BE IT FINALLY RESOLVED, that this Resolution shall become effective when adopted, and 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 by the Board of Commissioners of Fulton County, Georgia, this 6th day of December, 2023.

FULTON COUNTY BOARD
OF COMMISSIONERS

Sponsored By:

_____
Marvin S. Arrington, Jr., Commissioner
District 5

ATTEST:

_____
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo
Fulton County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0967 **Meeting Date:** 12/20/2023

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution to redirect funds from the budget of the Magistrate Court to the Superior Court; to seek expedited legislation to expand the role of Judicial Officers in providing support to the Fulton County Superior Court; to seek expedited legislation to provide that the Chief Magistrate Judge of Fulton County be appointed rather than elected; and for other purposes. **(Barrett/Ellis)**

A RESOLUTION TO REDIRECT FUNDS FROM THE BUDGET OF THE MAGISTRATE COURT TO THE SUPERIOR COURT; TO SEEK EXPEDITED LEGISLATION TO EXPAND THE ROLE OF JUDICIAL OFFICERS IN PROVIDING SUPPORT TO THE FULTON COUNTY SUPERIOR COURT; TO SEEK EXPEDITED LEGISLATION TO PROVIDE THAT THE CHIEF MAGISTRATE JUDGE OF FULTON COUNTY BE APPOINTED RATHER THAN ELECTED; AND FOR OTHER PURPOSES.

WHEREAS, the budget for the Fulton County Magistrate Court has increased 73 percent since 2019, including a 44 percent increase in funding for personnel; and

WHEREAS, instead of improving civil case disposal rates, increased funding for the Magistrate Court has yielded a decrease in case disposals since 2019; and

WHEREAS, the number of Magistrate Court calendar slots for landlord tenant cases in 2023 is over 50 percent less than pre-pandemic slots made available in 2019, causing extreme delays in the resolution of landlord tenant disputes; and

WHEREAS, part-time magistrate judge funding in the Magistrate Court's budget is not being fully utilized despite a backlog of cases awaiting adjudication; and

WHEREAS, the Chief Judge of the Magistrate Court, Cassandra Kirk, has recently indicated her intent to withdraw coverage that supports the Fulton County Superior Court's Non-Complex Division and preliminary hearings, which require three (3) full time judges to operate at current capacity; and

WHEREAS, Judge Kirk has announced this intent to reduce services while simultaneously requesting additional funding as "reimbursement" for providing Non-Complex Division and preliminary hearing coverage that has historically been provided by the Magistrate Court and is, or should have been, contemplated in the Magistrate Court's budget; and

WHEREAS, Judge Kirk continues to request additional funding without maximizing use of existing funding and without utilizing all available court calendar dates; and

WHEREAS, Judge Kirk issued an Order dated December 12, 2023 purporting to appoint a Clerk of the Magistrate Court under O.G.G.A. § 15-10-105(d) despite there being a duly appointed Clerk of the Magistrate Court under O.G.G.A. § 15-10-105(b); and

WHEREAS, the Fulton County Board of Commissioners previously adopted Resolution 16-0263 on March 16, 2016 pursuant to O.G.G.A. § 15-10-105(b) which provides that, in the absence of local law and "with the consent of the clerk of superior court, the county governing authority may provide that the clerk of superior court shall serve as clerk of magistrate court"; and

WHEREAS, Resolution 16-0263 provided that the Clerk of the Superior Court of Fulton County would also serve as the Clerk of the Magistrate Court of Fulton County; and

WHEREAS, Che Alexander, Clerk of the Superior Court, currently serves as the Clerk of the Magistrate Court pursuant to Fulton County Resolution 16-0263 which transferred the function from the Clerk of the State Court to the Clerk of the Superior Court; and

WHEREAS, Judge Kirk is without authority to appoint her own Clerk of court where provision has already been made by the County under O.G.G.A. § 15-10-105(b); and

WHEREAS, the resources needed to support the Clerk of Magistrate Court function are currently part of the Clerk of Superior Court's budget; and

WHEREAS, Judge Kirk has steadfastly insisted on pursuing her goals through unilateral action instead of coordinating with justice partners, the County management team, or the Board of Commissioners of Fulton County; and

WHEREAS, Judge Kirk's refusal to cooperate with the various departments and agencies of Fulton County in order to conduct the business of her office has created inefficiency, backlog, discord and disruption that exacerbates the challenges already faced by the justice system in Fulton County; and

WHEREAS, the Board of Commissioners finds it to be in the best interest of Fulton County government and taxpayers to address and ameliorate this persistent disruption to the normal functioning of County government.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby instructs the County Manager to transfer funds equivalent to the cost of three (3) full time

magistrate judges from the budget of the Magistrate Court to the Superior Court for year 2024 for the purpose of supporting the Superior Court's Non-Complex Division and preliminary hearings.

BE IT FURTHER RESOLVED, that the Board of Commissioners shall seek expedited legislation to authorize judicial officers to handle felony criminal matters for the Fulton County Superior Court by designation.

BE IT FURTHER RESOLVED, that the Board of Commissioners shall seek expedited legislation providing that the Chief Judge of the Fulton County Magistrate Court be appointed by the State Court of Fulton County rather than elected.

BE IT FINALLY RESOLVED, that this Resolution shall become effective upon its adoption, and 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 20th day of December, 2023.

FULTON COUNTY BOARD OF COMMISSIONERS

Co-Sponsored by:

_____
Dana Barrett, District 3

_____
Bob Ellis, Vice Chair, District 2

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.: 23-0836 **Meeting Date:** 12/20/2023

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Discussion: Update of activities of the City of Atlanta and Fulton County Recreation Authority (AFCRA). **(Arrington) (HELD ON 11/15/23) (HELD)**

The City of Atlanta and Fulton County Recreation Authority ("AFCRA")
Board of Directors Meeting
1 State Farm Drive NW, Suite Level, Atlanta, Georgia 30303

February 13, 2023
8:30 a.m.

After providing proper public notice, the City of Atlanta and Fulton County Recreation Authority ("AFCRA") held a Board of Directors Meeting on Monday, February 13, 2023 at 1 State Farm Drive NW, Suite Level, Atlanta, Georgia 30303.

Board Members:

Present: Chairman William K Whitner, Esq.
Vice Chairman, Michael Green
Treasurer, Commissioner Bob Ellis
Secretary, Ronald W. Sims, II
Michelle Falconer
Kellye Terrell
Commissioner Robb Pitts
E. Carl Touchstone, Esq.

Absent: Commissioner Marvin S. Arrington Jr.,

Quorum Present: Yes

Authority Representatives:
Kerry Stewart, Executive Director
Vivienne Kerr, Executive Assistant
Derrick Cannon, Staff Bookkeeper
Alvin Kendall, Esq., The Kendall Law Firm, Consultant for AFCRA
Douglass Selby, Esq., AFCRA Legal Counsel, Hunton Andrews Kurth LLP

Guests:
Bryan Wallace, Esq., Attorney, Wallace Firm
Michael O'Connor, Deputy Chief of Staff to Fulton County Board of Commissioners Chairman Robb Pitts

Proceedings:
Chairman Whitner called the meeting to order at 8:37 a.m.

Minutes:
Mr. Sims made a motion to approve the November 7, 2022 meeting minutes. Mr. Touchstone second the motion. NO Abstentions. Motion CARRIED.

Nominating Committee Report
Mr. Sims serving as Chair of the committee, sent notification to all Board members seeking their interest to serve as an officer on the board. There were no new nominations. Mr. Sims made a motion to keep the 2022 slate of Officers:

William K Whitner, Chairman
Michael Green, Vice Chairman
Bob Ellis, Treasurer
Ronald Sims, Secretary

Mr. Touchstone second the motion. NO Abstentions. Motion CARRIED.

Executive Directors Report
Mr. Stewart presented a financial overview of AFCRA's finances. The report showed comparison of revenue received in 2021 and 2022. Under revenues, Mr. Ellis recommends he remove "Net" for line-item "Net Hawks Facility Admission " under 2021 revenue column.

In addition to recording the revenue received from the Gateway parking deck and Cherokee lot, the number of vehicles that enter the facility is also included.

Grounds, Facilities and Security Committee Report

John A. White Golf Course ("JAWGC")
Bobby Jones Links
Mr. Stewart informed the board that Bobby Jones Links has been selected to manage JAWGC. Mr. Jeffrey Dunovant serves as the course's General Manager. The First Tee of Metro Atlanta will lease space at the Driving Range and eventually lease office and classroom space in the Community Learning Center.

Update on Park Improvements
Security and security lighting has been installed at the maintenance shed.

Establishment of Operating/Petty Cash Accounts
Mr. Stewart has completed the process of establishing both Operating and Petty Cash accounts for JAWGC. Mr. Green asked if any payouts have been made to date as it relates to the capital improvement plan that Bobby Jones will recommend. Mr. Stewart confirmed no, and that Bobby Jones Links is observing and will make recommendations at a later date.

State Farm Arena
2021-2022 Capital Expenditure Reimbursement
Mr. Stewart explained that all capital improvements with the exception of the Building Automation and Building Health Systems has been completed from the 2021 request. He further explained that The Walter's Consulting Group analyzes all improvements to ensure they were completed and installed correctly.

2022-2023 Capital Expenditure Project Request
Mr. Stewart reviewed and presented Arena Operations projects for the upcoming year. Mr. Stewart explained that The Walter's Consulting Group reviewed the requests and checked to ensure the requests were in line with the operating agreement and that the costs were within industry standards. Mr. Green made a motion to approve the 2022-2023 capital request. Mr. Touchstone second the motion. NO Abstentions. Motion CARRIED.

Statement of Gross Revenues (SOGR's)
Mr. Stewart presented the Arena's SOGR's which shows that they are in good financial standing. Mr. Kendall asked if Arena Operations submits a copy of their audit reports to AFCRA. Mr. Stewart confirmed that they do. The increase in events/concerts since the COVID-19 pandemic, are having a significant impact in the increased revenue flow.

2022 December Facilities Admission Charge Statement
Mr. Stewart reported that payment has posted to the Facility Admissions Charge account for the period July 1 to December 1, 2022.

Zoo Atlanta
Zoo Atlanta Request for Funding
Chairman Whitner was asked by Mr. Cary Burgess, VP of Operations and Customer Relations, Zoo Atlanta to reconsider approval of their requests for funding that include: $47.600.0 – Camp Safari Scholarship Program; $60,000.00 per year for 3 years – Co-Designing with (not for) Communities; and $35,000.00 to Zoo to You Program. After discussion, Chairman Whitner expressed the need for more transparency on the Zoo Board. Mr. Green also suggests possible change to the By-laws to allow AFCRA a seat on the board.

Mr. Green made a motion to deny the Zoo's requests for funding. Mr. Sims second the motion. NO Abstentions. Motion CARRIED.

The board asks that Mr. Selby send a letter to Mr. Burgess outlining reasons for denial of their request.

AAA Parking Management Agreement Extension
The Committee motioned to approve a 2-year extension of AAA's parking Agreement with no changes to the current terms. Ms. Falconer second the motion. NO Abstentions. Motion CARRIED.

Protect Security LLC
The committee motioned to approve a 2-year extension of Protect Security LLC Security Services Agreement to add a ten percent increase in personnel costs. Mr. Green second the motion. NO Abstentions. Motion CARRIED.

Fanplex
The Committee motioned to approve Groundforce Landscapes Lawn maintenance proposal for 2023. Mr. Touchstone second the motion NO Abstentions. Motion CARRIED.

AFCRA's Parking lot
The committee motioned to approve a 10-year extension of Clear Channel's Billboard Lease Agreement with no change to the current terms. Mr. Touchstone second the motion. NO Abstentions. Motion CARRIED.

Community Recreation Special Project Committee Report

Grant Website Design and Marketing Outreach Efforts
Mr. Stewart presented EA Ventures' proposal to design a Grant website to attract a larger audience of grant seekers. There is a one-time fee of $6,500.00 and $2,500.00 thereafter on a monthly basis. The process to completion is six to seven months. Mr. Pitts asked if selection is based on the Authority's rules, and a bid is not required? Mr. Stewart replied that if the contract is less than $25,000.00 per AFCRA's Procurement policy then bidding is not required.

The committee motioned to approve the Grant Website Design and Marketing contract with a one-time service fee of $6,500.00 and $2,500.00 monthly fee for a six-to-seven-month time period. Mr. Green second the motion. NO Abstentions. Motion CARRIED.

Requests for Donation
Women in Golf
The Committee motioned to approve $10,000.00 to support player development and the HBCU Women's Golf Championship. Mr. Sims second the motion. NO Abstentions. Motion CARRIED.

HBCU All-Stars
The Committee motioned to approve $20,000.00 to support the "2023 Atlanta has Something to Say HBCU All-Stars Challenge." Ms. Falconer second the motion. NO Abstentions. Motion CARRIED.

Mentoring Viable Prospects (MVP)
The Committee motioned to approve $20,000.00 to support the 2023 baseball college and professional showcase for rising High School Seniors. Mr. Touchstone second the motion. NO Abstentions. Motion CARRIED.

Executive Session
Chairman Whitner made a motion to move into Executive Session for the purpose of discussing Real Estate. Mr. Touchstone second the motion. Motion CARRIED. Mr. Touchstone made a motion to move out of Executive Session. Mr. Sims second the motion. Motion CARRIED. – No Action Taken.

Adjournment
There being no further business, the meeting adjourned at 9:44 a.m.

Certified by: Ronald Sims (Jun 1, 2023 11:33 EDT)
Ronald W. Sims, II, Secretary

The City of Atlanta and Fulton County Recreation Authority ("AFCRA")
Special Call Board of Directors Meeting
1 State Farm Drive NW, Suite Level, Atlanta, Georgia 30303

April 25, 2023
8:30 a.m.

After providing proper public notice, the City of Atlanta and Fulton County Recreation Authority ("AFCRA") held a Special Call Board of Directors Meeting on Tuesday, April 25, 2023 at 1 State Farm Drive NW, Suite Level, Atlanta, Georgia 30303.

Board Members:

Present: Chairman William K Whitner, Esq.
Treasurer, Commissioner Bob Ellis
Secretary, Ronald W. Sims, II
Michelle Falconer
Kellye Terrell
E. Carl Touchstone, Esq.

Absent: Commissioner Marvin S. Arrington Jr., Esq.
Vice Chairman, Michael Green
Commissioner Robb Pitts

Quorum Present: Yes

Authority Representatives:
Kerry Stewart, Executive Director
Vivienne Kerr, Executive Assistant
Alvin Kendall, Esq., The Kendall Law Firm, Consultant for AFCRA
Douglass Selby, Esq., AFCRA Legal Counsel, Hunton Andrews Kurth LLP
Jasmine Muse, Paralegal for Hunton Andrews Kurth LLP
Mateo Arias, Esq, Hunton Andrews Kurth LLP
Juan Pittman, FRASCA LLC, Financial Advisor for AFCRA

Proceedings:
Chairman Whitner called the meeting to order at 9:07 a.m.

Executive Session
Mr. Ellis made a motion to move into executive session for the purpose of discussing real estate matters. Mr. Touchstone second the motion. No Abstentions. Motion CARRIED.

Action Taken:
Ms. Falconer made a motion to approve the Resolution of the City of Atlanta and Fulton County Recreation Authority authorizing Inter Alia, the execution of a Purchase and Sale Agreement in connection with the sale of the Centennial Parking Deck and all other documents related to the sale. Mr. Touchstone second the motion. No Abstentions. Motion CARRIED.

Ms. Falconer made a motion to amend the resolution to authorize the executive director to move forward with finalizing payout of the consent fee not to exceed a total of $825,000 with a maximum of $425,000 from AFCRA as it relates to the sale of the Centennial parking deck. No Abstentions. Motion CARRIED.

Mr. Ellis made a motion to approve Zoo Atlanta's selection of Turner FS360 as the contractor to construct the new Animal Hospital Center. Mr. Touchstone second the motion. No Abstentions. Motion CARRIED.

Adjournment

There being no further business, the meeting adjourned at 9:42 a.m.

Certified by: Ronald Sims (Jun 1, 2023 11:33 EDT)

Ronald W. Sims, II, Secretary

The City of Atlanta and Fulton County Recreation Authority ("AFCRA")
Board of Directors Meeting
1 State Farm Drive NW, Suite Level, Atlanta, Georgia 30303

May 23, 2023
8:30 a.m.

After providing proper public notice, the City of Atlanta and Fulton County Recreation Authority ("AFCRA") held a Board of Directors Meeting on Tuesday, May 23, 2023 at 1 State Farm Drive NW, Suite Level, Atlanta, Georgia 30303.

Board Members:

Present: Chairman William K Whitner, Esq.
Vice Chairman, Michael Green
Treasurer, Commissioner Bob Ellis
Secretary, Ronald W. Sims, II
Commissioner Marvin s. Arrington Jr., Esq.
Michelle Falconer
Kellye Terrell
Commissioner Robb Pitts
E. Carl Touchstone, Esq.

Absent: None

Quorum Present: Yes

Authority Representatives:
Kerry Stewart, Executive Director
Vivienne Kerr, Executive Assistant
Alvin Kendall, Esq., The Kendall Law Firm, Consultant for AFCRA
Douglass Selby, Esq., AFCRA Legal Counsel, Hunton Andrews Kurth LLP

Proceedings:
Chairman Whitner called the meeting to order at 8:35 a.m.

Minutes:
Mr. Ellis made a motion to approve the February 13, 2023 and April 25, 2023 meeting minutes. Mr. Touchstone second the motion. NO Abstentions. Motion CARRIED.

Executive Director Report

City of Atlanta 2023 Summer Youth Employment Program
As done in 2022, Mr. Stewart requested authorization to hire two High School and one college intern with a budget of $35,000.00 or less for salaries. The two HS students will service John A. White Park Golf Course ("JAWPGC") and the college intern will work with him on planning on the senior center at JAWPGC. Mr. Sims made a motion to authorize Mr. Stewart to move forward

with hiring the interns at $35,000.00 or less for salaries. Mr. Touchstone second the motion. NO Abstentions. Motion CARRIED.

Funds Transfer from Wells Fargo – Olympic Cauldron
Mr. Stewart requested the board's approval to move the remaining balance of $237,534.16 in the Olympic Cauldron account to AFCRA's Operating account. The Cauldron account will be closed. . Ms. Falconer made a motion to approve Mr. Stewart's request to move $237,534.16 in the Olympic Cauldron account to AFCRA's Operating Account. Mr. Ellis second the motion. NO Abstentions. Motion CARRIED.

Grounds, Facilities and Security Committee Report

First Tee of Metro Atlanta and John A. White Park Golf Course ("FTMA/JAWPGC") Program Location Agreement
Mr. Stewart presented a draft of the agreement submitted by FTMA for the purpose of increasing their access to the course. FTMA will provide golf and life skills education to metropolitan Atlanta area children. Ms. Falconer made a motion to approve the Program Location Agreement. Mr. Sims second the motion. NO Abstentions. Motion CARRIED.

FTMA Budget Shortfall Request
Mr. Marvin Hightower, Executive Director, FTMA submitted a letter of support asking for $647,091.00 to offset annual losses incurred from operating John A. White Park Golf Couse in 2021 and 2022. After discussion, Chairman Whitner asked Mr. Stewart to obtain a side-by-side comparison on what changed and how the shortfall amount doubled in a year's time. Mr. Ellis wants to ensure there is no double counting of funds already received. Mr. Stewart will request this information from FTMA and report it back to the board.

The matter was *tabled* pending further information.

JAWPGC Upgrades
Mr. Stewart is working with the City of Atlanta and will hold planning sessions for the senior community to determine if changes need to be made to the architectural plans. He is also working with the City of Atlanta Department of Parks and Recreation department on development and planning of the facility. Mr. Stewart wishes to continue working with the original Architect chosen by CIM as opposed to soliciting bids for a new one since he has already provided the initial design and renderings of the facility. There will be up to six meetings with the senior community at such time the renderings will be presented.

Chairman Whitner made a motion to authorize Mr. Stewart to continue discussions/negotiations with the current architect to the extent it will not require waiver of AFCRA's procurement policy regarding obtaining bids for work exceeding certain value thresholds. Ms. Terrell second the motion. NO Abstentions. Motion CARRIED.

Reimbursement of Asset Depreciation
Mr. Stewart received a request from FTMA seeking reimbursement of certain assets that have depreciated with total netbook value of $193,608.69. Some of the items were previously paid for

by AFCRA and he does not recommend reimbursement. Mr. Ellis made a motion to deny the request. Mr. Touchstone second the motion. NO Abstentions. Motion CARRIED.

Department of Watershed Management Bill
The FTMA has asked for assistance in the past with water bill costs. Their current bill reflects a credit of $30,000.00 and they are seeking reimbursement for the same from AFCRA to offset this credit. Chairman Whitner made a motion to deny the request. Mr. Touchstone second the motion. NO Abstentions. Motion CARRIED.

State Farm Arena

Statement of Gross Revenues (SOGR)
Mr. Stewart presented the SOGR, which reflect they are in good financial standing.

Emergency Capital Repair Request
Arena Operations informed Mr. Stewart of the need to replace the boiler and commercial dishwasher. Per the operating agreement, capital expenses less than $90,000.00 do not require approval. However, it is anticipated that the cost will exceed that amount. Mr. Stewart is awaiting the Capital Improvement Consultant, Khamisi Walters' report with details surrounding the condition of the equipment.

Chairman Whitner made a motion to approve the capital request within the budgetary limits. Mr. Ellis second the motion. NO Abstentions. Motion CARRIED.

Zoo Atlanta

Animal Health Center
Mr. Stewart explained that the City of Atlanta Department of Parks and Recreation is reviewing the plans for the facility.

Sweeper Services
Mr. Stewart received complaints of trash in the Cherokee lot and was asked to provide sweeper services to perform clean-up of trash. In addition to Kaney & Lane, LLC servicing the Cherokee lot, they will service the grey lot with at a fee of $150.00 per visit. The annual amount of the agreement is below the procurement policy threshold.

Incident Report and Emergency Repair at the Gateway Parking Deck
Mr. Stewart reported that vagrants were entering the property and damaged the gate that has since been repaired by St. Pierre Fencing LLC.

Attendance
Mr. Stewart presented year-to-date attendance details at the Zoo. No action taken.

Fanplex
Mr. Stewart informed that board that the aging security system was no longer compatible with the upgraded phone system, and he terminated service with MG Systems, Inc.

AFCRA's Parking lots

Media Lot
St. Pierre Fencing LLC replaced a portion of the gate that was hit by a vehicle. Additionally, the rollers were replaced making it easier and safer to open.

AFCFA Asset Expansion

Atlanta Track Club ("ATC")
Mr. Stewart explained that ATC was referred to AFCRA by the City of Atlanta in regard to funding an Indoor Track Facility at Grove Park. He is planning meetings with Commissioner Justin Cutler of the Parks and Recreation Department to discuss the building plans.

Atlanta Civic Center
Details forthcoming on AFCFA's possible management of the facility.

Community Recreation Special Project Committee Report

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The following grant requests were submitted for approval:

Westlake High School Baseball Braves Night Tickets ($520.00)
Favor House Inc Track Club ($15,000.00)
Mayor's Youth Scholarship Program ($10,000.00)
NAMC Atlanta Golf Challenge ($5,000.00)
First Tee of Metro Atlanta Golf Event ($7,500.00)
National Black Golfers Hall of Fame ($7,500.00)
Bagley Park Secondary Signage ($17,479.00)

Ms. Terrell made a motion to approve the grant requests presented. Mr. Touchstone second the motion. NO Abstentions. Motion CARRIED.

Website Design for Grant Purposes
Mr. Stewart played back footage of his video that will launch in the coming months explaining AFCRA's grant process.

Executive Session
Ms. Falconer made a motion to move into executive session for the purpose of discussing real estate and personnel. Ms. Terrell second the motion. Motion CARRIED. Mr. Touchstone made a motion to exit executive session. Ms. Falconer second the motion. Motion CARRIED.

Action Taken
Ms. Falconer made a motion to approve increase of the current Financial Reporting and Bookkeeper contractor salary to $85,000.00 a year. Mr. Touchstone second the motion. NO Abstentions. Motion CARRIED.

Mr. Touchstone made a motion to authorize Chairman Whitner to enter into a Letter of Intent with Georgia State Board of Regents on behalf of Georgia State University regarding the sale of the Media lot at Turner Field. Ms. Falconer second the motion. No Abstentions. Motion CARRIED.

Adjournment

There being no further business, the meeting adjourned at 10:15 a.m.

Certified by: Ronald Sims (Aug 23, 2023 10:00 EDT)

Ronald W. Sims, II, Secretary

The City of Atlanta and Fulton County Recreation Authority ("AFCRA")
Board of Directors Meeting
1 State Farm Drive NW, Suite Level, Atlanta, Georgia 30303

August 21, 2023
8:30 a.m.

After providing proper public notice, the City of Atlanta and Fulton County Recreation Authority ("AFCRA") held a Board of Directors Meeting on Monday, August 21, 2023 at 1 State Farm Drive NW, Suite Level, Atlanta, Georgia 30303.

Board Members:

Present: Chairman William K Whitner, Esq.
Vice Chairman, Michael Green
Treasurer, Commissioner Bob Ellis
Secretary, Ronald W. Sims, II
Commissioner Marvin S. Arrington Jr., Esq.
Michelle Falconer
Kellye Terrell
Commissioner Robb Pitts
E. Carl Touchstone, Esq.

Absent: None

Quorum Present: Yes

Authority Representatives:
Kerry Stewart, Executive Director
Vivienne Kerr, Executive Assistant
Derrick Cannon, AFCRA Bookkeeper
Douglass Selby, Esq., AFCRA Legal Counsel, Hunton Andrews Kurth LLP

Guests:
Michael O'Connor, Deputy Chief of Staff to Fulton County Board of Commissioners Chairman, Robb Pitts

Proceedings:
Chairman Whitner called the meeting to order at 8:40 a.m.

Minutes:
Mr. Pitts made a motion to approve the May 23, 2023 meeting minutes. Mr. Sims second the motion. NO Abstentions. Motion CARRIED.

Executive Director Report

Hank Aaron Academy at Southside Park Project Proposal

Mr. Stewart reported that AFCRA was asked to support the project that is sponsored by the Atlanta Braves Foundation. It's a baseball complex that seats 1,000 spectators, has 5 turfed fields, 2 practice fields and more for kids ages 14 years and older. Morehouse College will hold its baseball games at the complex that is expected to be completed in Spring 2025.

The Commissioner of the City of Atlanta, Parks and Recreation Department, Justin Cutler, is asking AFCRA to contribute $2,000,000.00. The City of Atlanta has already approved $3.75 Million for the project.

Mr. Ellis raised the question as to why AFCRA is asked to fund a project publicly sponsored by the City of Atlanta Parks and Recreation Department, and whether there are any issues with AFCRA contributing under such circumstances

After further discussion, Chairman Whitner tabled the matter and wants to attend the next meeting on the topic.

WNBA Atlanta Dream Sports Complex

Chairman Whitner met with the team's general manager who has interest in a permanent arena to hold the WNBA games. Chairman Whitner directed him to Mr. Stewart to continue discussions on the matter. Mr. Stewart visited the Atlanta Convention Center where the team currently holds its game, and maintains that the attendance is at 85 percent capacity. State Farm Arena is too large, and the Atlanta Convention Center is too small, so the team seeks a 5,000-7,000-seat facility with the help of the AFCRA. Chairman Whitner added that the Atlanta Dream is a very competitive team with new management.

Mr. Stewart will provide updates as they develop.

Grounds, Facilities and Security Committee Report

John A. White Park Golf Course ("JAWPGC") Operational Results and Year-Over-Year Comparison

Mr. Stewart presented JAWPGC's operational overview for the period ending July 23, 2023. At the time of the report, guest fees were down. Upgrades to the tee platform will help increase revenue in this area to align with the budget.

First Tee of Metro Atlanta ("FTMA") Shortfall and Capital Expense Reimbursement Request

Chairman Whitner and Mr. Stewart met with FTMA's former Executive Director, Mr. Marvin Hightower to gather more information about the budget shortfall request. Mr. Hightower's letter dated July 24, 2023 outlines agreed upon terms resulting from that meeting and breakdowns the parks deficit amounts. The FTMA requests $224,256.00 for 2021(previously approved) and $391,253.00 for 2022 shortfalls.

Mr. Green made a motion to approve payout of the FTMA's 2021 shortfall of $224,256.00 and approval of the 2022 budget shortfall in the amount of $391,253.00. Mr. Touchstone second the motion. NO Abstentions. Motion CARRIED.

FTMA New Executive Director
FTMA named Mr. Jenae Jenkins as its new Executive Director on July 14, 2023. Mr. Jenkins served previously as its Program Director and has been onboard since 2012.

JAWPGC Clubhouse and Senior Center
Mr. Stewart explained that meetings are underway in regard to the senior center. He and Studio H ("SHAPE"), facility designers, have met with seniors in the community to ask them what types of programs they would like to have offered at the center. Some responded they would like medical , counseling and exercise services.

Mr. Green asked how the idea of a senior center came about when it original designed for a Learning center. Mr. Stewart explained that the mayor's office and some city council members want a senior center in their districts and JAWPGC is the chosen site.

Mr. Stewart will provide updates as they develop.

JAWPGC Course Improvements
Mr. Jeffrey Dunovant, General Manager, JAWPGC/FTMA submitted quotes to Mr. Stewart for the purchase of turf covers and for the upgrade of the ball machine at the range. Mr. Stewart explained to the board that the park was asked previously if they wanted the greens covers, and the response was no, but after the one in a 100-year occurrence of below five-degree temperatures that occurred in 2022, they thought it was best to proceed with the purchase of greens covers to ensure protection of AFCRA/JAWPGC's investment. He gave Mr. Dunovant permission to proceed with the purchase of the greens covers and equipment to upgrade the ball machine range.

Mr. Stewart asked Chairman Whitner if he could approve operational expenditures at the course without having to seek the board's approval. Chairman Whitner gave him authorization to do so.

State Farm Arena
The Walters Consulting Group Report on Emergency Capital Repair Request
The Walters Consulting Group has approved the replacement of the dishwasher and boiler.

Mr. Green made a motion to approve the Arena Operations capital repair request for the replacement of the main dishwasher exhaust fan & ductwork , the main dishwasher and boiler. Mr. Touchstone second the motion. NO Abstentions. Motion CARRIED.

Arena Operations Request for Reimbursement from the Traffic and Pedestrian Fund

Mr. Stewart presented the 2022 hours summary report that shows dollars paid to first responders during events and games held at State Farm Arena. Per the operating agreement between AFCRA and Arena Operations LLC, they may request reimbursement of these expenses up to $360,000.00.

Mr. Sims made a motion to approve Arena Operations' request for reimbursement from the Traffic and Pedestrian Fund up to the maximum amount of $360,000.00. Mr. Touchstone second the motion. NO Abstentions. Motion CARRIED.

Statement of Gross Revenues (SOGR)
Mr. Stewart reported that the statements presented for the period ended March 31, 2023 show the debt service ratio at the highest he has seen during his tenure with the AFCRA.

Arena Operations Calculation of Facility Admissions Charge
Mr. Stewart presented Arena Operations calculations for the period December 1, 2022 through June 1, 2023 to show the number of events/games and ticket sales.

Centennial Olympic Park Drive ("COPD") Bridge Decay – Falling Concrete Danger
Arena Operations ("AO") reported that large chunks of concrete are falling near the loading dock posing a serious hazard for employees and needs immediate repair. City of Atlanta Department of Transportation ("ADOT") officials will inspect the bridge in preparation of making spot repairs and installation of netting. At the time of this meeting, the lift was ordered, and inspection should be completed. The repairs are not anticipated to start until the November timeframe.

Zoo Atlanta
Groundbreaking of the New Rollins Animal Health Center
Mayor Andre Dickens and other officials and guests were in attendance at the groundbreaking ceremony at the site of the new facility on July 27, 2023. The center is expected to be completed in Summer 2024.

Gateway Parking Deck Fire Alarm Issue
The Walters Consulting Group has investigated and determined the cause of the water damage to 42 speaker strobes at the parking deck. Mr. Stewart explained that condensation from the fixture housing caused water to leak into the strobes causing them to malfunction and as a result false alarm signals are being transmitted to the monitoring company. He asked the board's approval to move forward with the repairs.

Mr. Green made a motion to authorize Mr. Stewart to execute and pay for the repair of the strobes after The Walters Consulting Group reviews the quote by Chief Facility Defense. Mr. Touchstone second the motion. NO Abstentions. Motion CARRIED.

Fanplex
Moving Forward with Affordable Housing Plan with the City of Atlanta

Mr. Stewart has met with Joshua Humphries, City of Atlanta's Director of Housing and Community Development who confirmed that the Affordable Housing Strike Force has intentions to move forward with building affordable housing on the property at 768 Hank Aaron Drive.

Phase I Environmental Site Assessment
Mr. Stewart scheduled and received a Phase I Environment Site Assessment for FanPlex. No environmental hazards were found.

AFCRA's Parking lots
Atlanta Fair
The Fall operation dates are October 6, 2023 through November 5, 2023

Lot Revenue Comparison 2022 and 2023
Mr. Stewart informed the board that revenue is slightly down in the Gray lot due to the writers' strike.

Community Recreation Special Project Committee Report

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The following grant requests come from the committee approved:

1) Sheltering Arms ($6,000.00)
   Mr. Touchstone second the motion. NO Abstentions. Motion CARRIED.
2) Atlanta Bulldogs Academy ($18,000.00)
   Mr. Touchstone second the motion. NO Abstentions. Motion CARRIED.
3) Black Colleges Golf Coaches Association ($3,000.00)
   Ms. Terrell second the motion. NO Abstentions. Motion CARRIED.
4) Cascade Youth Organization ($10,000.00)
   Mr. Touchstone second the motion. NO Abstentions. Motion CARRIED.
5) Network on the Greens HBCU Golf Classic ($3,000.00)
   Mr. Touchstone second the motion. NO Abstentions. Motion CARRIED.

Grant Application Launch Update
EA Ventures has completed the grant application for AFCRA'S website and soon advertisements will be seen on Facebook, Instagram and Twitter/X platforms. Mr. Lamont Franklin and team at EA Ventures will add verbiage to the online presentation on the types of grants available from AFCRA (i.e., uniforms, equipment and registration fees, etc.).

Executive Session
Mr. Green made a motion to move into executive session for the purpose of discussion on real estate. Mr. Sims second the motion. Motion CARRIED. Mr. Touchstone made a motion to exit executive session. Ms. Terrell second the motion. Motion CARRIED.

Action Taken:
Mr. Ellis made a motion to authorize Mr. Stewart and Mr. Selby to move forward with the Centennial parking deck disposition. Mr. Sims second the motion. NO Abstentions. Motion CARRIED.

Adjournment
There being no further business, the meeting adjourned at 10:05 a.m.

Certified by: _____
Ronald W. Sims, II, Secretary

Signature: Ronald Sims (Nov 7, 2023 17:38 EST)
Email: sims_ronald@bellsouth.net

BOD Meeting Min August 21 2023

Final Audit Report 2023-11-07

Created:	2023-11-07
By:	City of Atlanta & Fulton County Recreation Authority (vkerr@afcra.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAi12JWKw7-HJlU3geoopU2TGh4ge1HCun

"BOD Meeting Min August 21 2023" History

Document created by City of Atlanta & Fulton County Recreation Authority (vkerr@afcra.com)
2023-11-07 - 3:54:16 PM GMT- IP address: 50.204.228.166

Document emailed to Ronald Sims (sims_ronald@bellsouth.net) for signature
2023-11-07 - 3:54:20 PM GMT

Email viewed by Ronald Sims (sims_ronald@bellsouth.net)
2023-11-07 - 4:03:31 PM GMT- IP address: 172.226.170.25

Document e-signed by Ronald Sims (sims_ronald@bellsouth.net)
Signature Date: 2023-11-07 - 10:38:51 PM GMT - Time Source: server- IP address: 174.254.33.195

Agreement completed.
2023-11-07 - 10:38:51 PM GMT

CONTRACT AMENDMENT # 8
EXTENSION # 2

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	NEW WORLD EMPLOYMENT, LLC d/b/a SNELLING
Contract No.:	99999-001-SPD0000136-0003
Solicitation Title/Event Name:	Temporary Staffing Services
Contract Award Date:	July 1, 2017
Current Contract Term:	July 1, 2022 – June 30, 2023

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to extend for an additional term of twelve months, to establish the pricing schedule for this statewide contract and to modify the insurance requirements.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	July 1, 2023
End Date of New Contract Term:	June 30, 2024

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.

2. **SUCCESSORS AND ASSIGNS**. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services, during the term of this Extension, the new contract shall supersede this Extension.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	New World Employment, d/b/a Snelling
Authorized Signature:	Michael Hairston
Printed Name and Title of Person Signing:	Michael Hairston Principal
Date:	4/14/2023
Company Address:	4333 Lynburn Drive Tucker, GA 30084

STATE ENTITY

Authorized Signature:	Jim Barnaby
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commissioner State Purchasing Division
Date:	6/9/2023
Company Address:	200 Piedmont Avenue, S.E., Suite 1302, West Tower Atlanta, Georgia 30334-9010

DocuSign Envelope ID: B16CA04B-AE42-4B16-AE67-A80CFD4FCE4E

FULTON COUNTY

INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Director
Department of Purchasing & Contract Compliance

FROM: Evaluation Committee Recommendation Letter

DATE: 10/17/2023

PROJECT: 23RFP139170A-CJC, Communication and Engagement Services

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of the Fulton County State Court.

One (3) qualified firm submitted proposals for evaluation and consideration for award of this project:

1. AVA Top Right, LLC
2. Pivot Path, LLC
3. Trevelino Keller Communications

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by AVA Top Right, LLC. with a total score of 81.09%, is the recommended vendor for the award of 23RFP139170A-CJC, Communication Engagement Services.

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The Evaluation Committee members attest that each member scored each proposal independently in accordance with the evaluation criteria set forth in the Request for Proposal and that their individual score is a part of the final scores in the attached Evaluation Matrix.

SELECTION COMMITTEE MEMBERS:

DocuSigned by:
Jessica Corbitt
06EFC656439C4F9...
_____
Jessica Corbitt, Director
External Affairs

DocuSigned by:
Mike Rowicki
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_____
Mike Rowicki, Assistant to the Chief Strategy Officer
Office of the County Manager

DocuSigned by:
Regina Waller
4BAEA3A6F14149A...
_____
Regina Waller, Communication Division Manager
External Affairs

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EVALUATION CRITERIA	WEIGHT	AVA Top Right, LLC	Pivot Path, LLC	Trevelino Keller Communications
Project Plan/Approach to Work	**23.00%**	**21.08%**	**19.17%**	**15.33%**
Qualifications of Key Personnel	**20.00%**	**16.67%**	**16.67%**	**15.00%**
Relevant Project Experience/Past Performance	**25.00%**	**20.83%**	**16.67%**	**18.75%**
Availability of Key Personnel	**15.00%**	**10.00%**	**11.25%**	**8.75%**
Local Preference	**5%**	**5.0%**	**0.0%**	**5.0%**
Service-Disabled Veterans Preference	**2%**	**0.0%**	**0.0%**	**0.0%**
Cost Proposal	**10%**	**7.50%**	**10.0%**	**7.65%**
TOTAL SCORE:	**100%**	**81.09%**	**73.75%**	**70.48%**

**To sum Total Score columns, highlight the row and press F9*

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AMENDMENT No. 05 TO
ENTERPRISE AGREEMENT FOR EQUIPMENT AND SERVICES AGREEMENT

CONTRACT NUMBER 98000-GTA Direct-CONTRACT-4666-ATT

This Amendment No. 05 (the "Amendment No. 05") is made this 8th day of June, 2023, by and between the **GEORGIA TECHNOLOGY AUTHORITY** ("GTA") and **AT&T CORP.** ("Contractor"), a New York corporation (each a "Party" and, collectively the "Parties").

WHEREAS, heretofore GTA entered into that certain Agreement for Services effective on October 26, 2020 (the "Agreement"), with respect to certain services to be provided to GTA by Contractor, as more particularly described therein, as amended by the following amendment collectively, the 98000-GTADirect Contract-4666-ATT and all the Amendments hereinafter referred to as the "Agreement":

Amendment No. 01, entered into on September 24, 2020;
Amendment No. 02, entered into on November 30, 2020;
Amendment No. 03, entered into on May 21, 2021; and
Amendment No. 04, entered into on December 12, 2022.

WHEREAS, the Parties wish to amend the Agreement to reflect certain changes.

NOW, THEREFORE, in consideration of the promises, the terms and conditions stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Term. The Agreement is hereby amended by extending the term from July 1, 2023 until June 30, 2024.

2. 14.10 Notice. The content of Section 14.10 of the Agreement is deleted and replaced with the new content below:

   Any notice required or permitted under this MSA shall be in writing sent to the addressee listed below, and will be effective upon receipt as demonstrated by reliable written confirmation (for example, certified mail receipt, courier receipt or facsimile receipt confirmation sheet). Each Party may change its addressee information by notice pursuant to this provision.

To GTA	To Service Provider
Georgia Technology Authority	AT&T Corp.
47 Trinity	1057 Lenox Park Blvd.
Atlanta, GA 30334-9006	Atlanta, GA 30319
Attn: Contract Manager	Attn: David Walker
Telephone: (404) 463-2300	Telephone (404) 356-4520
Fax: (404) 651-5333	Email: david.walker@att.com

3. Definitions. All capitalized terms used herein and not expressly defined herein shall have the respective meanings given to such terms in the Agreement.

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4. Successors and Assigns. This Amendment No. 05 shall be binding upon and inure to the benefit of successors and permitted assigns of the parties hereto.

5. Entire Agreement. Except as expressly modified by this Amendment No. 05, the Agreement shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations of the parties. This Amendment No. 05 and the Agreement, 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 No. 05 to be duly executed by their authorized representatives as of the date set forth above.

AT&T CORP.

By: _____

Name: Phil Nelson

Title: Sales Manager

Date: 6/8/2023

GEORGIA TECHNOLOGY AUTHORITY

DocuSigned by:

By: Mark Albright
C33497EBE4CB48B...

Name: Mark Albright

Title: Customer Experience Officer

Date: 6/12/2023

DocuSign Envelope ID: 3FF35AD0-2D11-4DFB-6F6F-EC1D64CC6831

EXHIBIT A

Contractor Affirmations
Scrutinized Companies – O.C.G.A. § 50-5-84

Any Supplier that currently and/or previously, within the last three years, has had business activities or other operations outside of the United States, must certify that it is not a "scrutinized company."

A **scrutinized company** is a company conducting business operations in Sudan, that is involved in power production activities, mineral extraction activities, oil- related activities, or the production of military equipment, but excludes a company which can demonstrate any of the following exceptions noted in O.C.G.A. § 50-5-84. False certification hereunder may result in civil penalties, contract termination, ineligibility to bid on a state contract for three or more years, and/or any other available remedy.

Additionally, a **scrutinized company** is defined as any sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit owned or operated by the Government of China, Russia or Belarus.

If the Supplier is a scrutinized company, the Supplier shall not be eligible to bid on or submit a proposal for a contract with a State Entity unless the Department of Administrative Services (DOAS) makes a determination that it is in the best interest of the State to permit the scrutinized company to submit a bid or proposal. Any scrutinized company desiring DOAS to make such a determination should contact DOAS and GTA Procurement immediately.

Please initial below which statement applies to your company:

__X__ I certify that my company is **NOT** a "scrutinized company."

____ I certify that my company **IS** a "scrutinized company."

____ I certify that my company has requested and received written permission from DOAS to submit a response to an RFP/RFQC in accordance with O.C.G.A. § 50-5-84.

Vendor Name: AT&T CORP

Contract Number: 98000-GTADirect-Contract-4666-ATT

Signed by: _____

Email: pn2576@att.com

DocuSign Envelope ID: 3FF35AD0-2D11-4DFB-6F6F-EC1D64CC6831

EXHIBIT B

Contractor Affirmations
Boycott of Israel - O.C.G.A. § 50-5-85

Any Supplier that currently and/or previously, within the last three years, has had business activities or other operations outside of the United States, must certify that it has not nor will engage in a "Boycott of Israel." The State of Georgia passed a law that requires our current and future supplier certify that they will not boycott Israel in accordance with O.C.G.A. § 50-5-85.

"Supplier certifies that the Supplier is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85."

False certification hereunder may result in civil penalties, contract termination, ineligibility to bid on a state contract for three or more years, and/or any other available remedy.
If the Supplier is engaged in or has previously participated in a boycott of Israel, the Supplier shall not be eligible to bid on or submit a proposal for a contract with a State Entity unless the Department of Administrative Services (DOAS) makes a determination that it is in the best interest of the State to permit that company to submit a bid or proposal. Any company that has engaged in a boycott of Israel desiring DOAS to make such a determination should contact DOAS and GTA Procurement immediately.

Please initial below which statement applies to your company:

__X_ I certify that my company is **NOT** engaged in a boycott of Israel.

____ I certify that my company **IS** engaged in a boycott of Israel.

____ I certify that my company has requested and received written permission from DOAS to submit a response to an RFP/RFQC in accordance with O.C.G.A. § 50-5-85.

Vendor Name: AT&T Corp

Contract Number: 98000-GTADirect-CONTRACT-4666-ATT

Signed by: _____

Email: pn2576@att.com

CONTRACT AMENDMENT # 21
EXTENSION # 12

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	Automobile Rentals, Inc.
Contract No.:	SWC90816
Solicitation Title/Event Name:	Motor Vehicle Maintenance and Inventory Management Services
Contract Award Date:	10/05/2009
Current Contract Term:	1/1/2023 - 12/31/2023

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to extend for an additional term of twelve months.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	01/1/2024
End Date of New Contract Term:	12/31/2024

2. 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.

3. **SUCCESSORS AND ASSIGNS**. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

4. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services, during the term of this Extension, the new contract shall supersede this Extension.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Automotive Rentals, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	Bob White President
Date:	September 19, 2023
Company Address:	4001 Leadenhall Road Mt. Laurel, NJ 08054

STATE ENTITY

Authorized Signature:	Jim Barnaby
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commissioner State Purchasing Division
Date:	9/26/2023
Company Address:	200 Piedmont Avenue, S.E., Suite 1804, West Tower Atlanta, Georgia 30334-9010

DocuSign Envelope ID: 15B02836-49F9-42C6-B084-E5FD41DC9165

American Rescue Plan Act
Subrecipient Contract between Fulton County, Georgia and Wellspring Living, Inc.

This **SUBRECIPIENT CONTRACT** ("Contract") is made by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia, having offices at 141 Pryor Street, SE, Atlanta, Georgia 30303 (hereinafter referred to as "Fulton County") and Wellspring Living, Inc., a nonprofit, tax-exempt 501(c)(3) corporation organized under the laws of the State of Georgia ("Subrecipient" or "Wellspring"**),** with offices located at 1040 Boulevard Avenue, SE, Suite M, Atlanta, Georgia 30312 (hereinafter collectively referred to as the "Parties").

WHEREAS, since early 2020, a world-wide emergency has arisen with respect to a novel coronavirus known as SARS-CoV-2 ("COVID-19"), which rapidly spread throughout the world and has continued to have an unprecedented adverse impact on the citizens and communities throughout Fulton County, Georgia, among others; and

WHEREAS, on March 11, 2021, the American Rescue Plan Act of 2021 ("ARPA") (H.R. 1319, 117th Cong.) (2021) was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program; and

WHEREAS, on March 17, 2021, the Fulton County Board of Commissioners adopted Resolution 21-0221 promulgating Fulton County's acceptance of federal funds available to Fulton County from ARPA; and

WHEREAS, on April 1, 2022, the U.S. Department of the Treasury ("Treasury") issued its Final Rule regarding the use of ARPA funds with guidelines, rules, and directives to recipients of ARPA funds; and

WHEREAS, in its Final Rule, Treasury advises that the purpose of ARPA is to provide a substantial infusion of resources to assist the pandemic response, including rebuilding a stronger, more equitable economy as the country recovers; and

WHEREAS, in its Final Rule, Treasury has determined that programs or services that address recovery services, job training and support, as well as housing insecurity, lack of affordable housing, or homelessness are enumerated eligible uses for ARPA funds; and

WHEREAS, in its Final Rule, Treasury has also determined that capital expenditures including adaptations to congregate or group living facilities are eligible uses of ARPA funds; and

WHEREAS, COVID-19 has had a devastating impact on victims and survivors of human trafficking as traffickers took advantage of the global crisis, capitalizing on peoples' loss of income and the increased amount of time both adults and children were spending online; and

WHEREAS, Wellspring's mission is to transform lives of those at risk or victimized by sexual exploitation; and

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WHEREAS, Wellspring provides specialized recovery services on its 8-acre Fulton County campus (the "Campus") through residential and community-based programs for domestic sex trafficking victims and those at risk; and

WHEREAS, Wellspring's immersive Campus provides layers of service, including training and technical assistance, residential care, and transitional housing for women and families; and

WHEREAS, Wellspring Living serves over 300 participants each year, a majority of which are from Fulton County; and

WHEREAS, on September 7, 2022, the Fulton County Board of Commissioners passed Resolution No. 22-0645 allocating a portion of the SLFRF Award it received under ARPA in an amount not to exceed $500,000.00 (Five Hundred Thousand Dollars) for assistance to Wellspring for capital expenditures related to construction to expand Wellspring's Campus; and

WHEREAS, the Parties deem it to be in the best interest of both Parties to enter into this Contract under the terms, obligations and conditions expressed herein.

NOW THEREFORE, in consideration of the mutual benefits to both Parties, it is hereby agreed as follows:

ARTICLE I. PURPOSE AND RELATIONSHIP

1. Purpose. This Contract describes the way in which the Parties will use the ARPA funding allotment in responding to the economic and public health impacts of COVID-19 and efforts to contain impacts on the communities, residents, and businesses in Fulton County.

2. Independent Contractor. The relationship of Subrecipient to Fulton County is that of an independent contractor and not of an employee/employer. Neither this Contract, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship, and neither 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. It is expressly understood that any individual performing services under this Contract on behalf of Subrecipient shall not be deemed to be an employee or independent contractor of Fulton County, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from Fulton County. Subrecipient agrees that it is solely responsible for the reporting and payment of income, Social Security and other employment taxes due to the proper taxing authorities with respect to such personnel.

3. Indemnification. Subrecipient covenants and agrees to indemnify, defend and hold harmless Fulton County, its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, for the invasion of personal and property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act

on the part of the Subrecipient, its officers, agents, or employees in connection with this Agreement. This provision shall survive the expiration or termination of this Contract.

4. Subrecipient. The Parties agree that Fulton County is providing these funds to Wellspring, with Wellspring having the obligation to comply with all applicable requirements where it is deemed a Subrecipient, as defined and described under the Treasury's Final Rule effective April 1, 2022, implementing the SLFRF program, including any federal reporting requirements that may apply.

Subrecipient further acknowledges that it has reviewed the terms and conditions of the ARPA funding for this project and will carry out all program activities and expenditures in accordance with those terms and conditions, in the manner provided by law. Subrecipient will comply with all applicable federal, state and local laws and regulations governing the receipt or use of the federal funding provided under this Agreement, including but not limited to current and future rules and regulations issued by the United States Treasury or other federal agencies in regard to the requirements of ARPA.

ARTICLE II. AWARD AND SCOPE OF SERVICES

1. Term. This Contract is effective upon execution through December 31, 2023.

2. Award. ARPA funding in the amount of **$500,000.00** (the "Award Amount") will be provided by Fulton County to Subrecipient to assist with the cost of construction to expand Wellspring's Campus.

3. Eligible Uses. Fulton County will provide funding in the Award Amount to help fund construction of the expansion of Subrecipient's existing Campus. Capital expenditures including construction for adaptations to congregate or group living facilities are eligible uses. Subrecipient shall continue to provide programs and services at its expanded Campus that address recovery, job training and support.

4. Disbursement. Fulton County will disburse the Award Amount in one installment after execution of this Contract. All invoices subsequently submitted to verify eligible construction expenses are subject to review and approval by the Director of Community Development. Such invoices shall be provided to Stanley Wilson, Director, Fulton County Department of Community Development, 137 Peachtree Street, SW, 1st Floor, Atlanta, GA 30303 by the end of the Contract Term. Copies of all such invoices shall also be provided to Hakeem Oshikoya, Finance Director, Fulton County Department of Finance, 141 Pryor Street, Suite 7001, Atlanta, Georgia 30303 by the end of the Contract Term.

5. Scope of Services. Subrecipient will utilize the Award Amount for the construction of the expansion of Subrecipient's existing Campus so as to continue to provide support for individuals/families at its Campus located in Fulton County for the purpose of the Eligible Use in accordance with the scope of services described in Schedule 1 hereto (the "Scope of Services"). Subrecipient shall spend the Award Amount for the purposes described in Scope of Services, unless other direct changes are agreed to in writing in advance by Fulton County. In no event will

Fulton County be obligated for providing any funding above the total amount of the Award Amount. Subrecipient agrees that no more than ten percent of the Award Amount may be used for administrative purposes. Subrecipient agrees that the Award Amount may not be used to pay the salary of an individual. All ARPA funding must be used for an "Eligible Use Category" cost/service for Subrecipient's clients.

ARTICLE III. REPORTING

1. Maintenance of Records. Subrecipient shall maintain a financial management system and financial records and shall utilize funds received pursuant to this Contract in accordance with all applicable federal and state requirements. Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by Fulton County if required by applicable laws, regulations or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Contract.

Subrecipient must maintain all records, books, papers and other documents related to its performance of the Scope of Services for a period of five years following the termination of this Contract or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Such records shall include the full name of individuals served with ARPA funding and where applicable the date of birth, gender, race, and ethnicity of individual receiving assistance. Subrecipient shall make all records, books, papers and other documents that relate to this Contract available at all reasonable times for inspection, review and audit by the authorized representatives of Fulton County and the federal government, if so requested.

During the term of this Contract, the Parties shall comply will Federal and State laws and regulations regarding confidentiality of participant records and information.

2. Progress Reports. Subrecipient will submit a monthly report of construction progress funded by the ARPA allotment provided by Fulton County within 10 days of the end of each calendar month during the Term of this Contract. The progress report is a performance measurement tool administered to assist with monitoring the program performance and compliance. Fulton County will provide the performance template and due dates to the Subrecipient, and the Subrecipient shall submit the reports electronically. The Subrecipient shall register and maintain an updated profile with SAM.gov. The County reserves the right to request additional project information at any time.

3. Improper Expenditures. Any item of expenditure by Subrecipient under the terms of this Contract which is found by auditors, investigators, and other authorized representatives of Fulton County or the federal government to be improper, unallowable, in violation of federal or state law or the terms of this Contract, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, shall become Subrecipient's liability, to be paid by Subrecipient from funds other than those provided by Fulton County under this Contract or any other agreements between Fulton County and Subrecipient.

4. Audited Financial Statements. If Subrecipient expends $750,000.00 or more in federal awards during a fiscal year, Subrecipient acknowledges that it must comply with federal audit requirements, including the preparation of an audit by an independent certified public accountant. During the term of this Contract, the Parties shall comply with Federal and State laws and regulations regarding confidentiality of participant records and information. If Subrecipient expends less than $750,000.00 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by Fulton County and the federal government. Subrecipient shall provide Fulton County with a copy of Subrecipient's most recent audited financial statements, federal Single Audit report, if applicable, and management letter within thirty (30) days after execution of this Contract and thereafter within nine (9) months following the end of Subrecipient's most recently ended fiscal year.

5. Survival. This Article shall survive the expiration or termination of this Contract.

ARTICLE IV. COOPERATION IN MONITORING AND EVALUATION.

1. Fulton County Responsibilities. Fulton County shall monitor, evaluate and provide guidance and direction to Subrecipient in the conduct of the Scope of Services performed under this Contract. Fulton County has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. Fulton County may require Subrecipient to take corrective action if deficiencies are found. Methods to ensure compliance for federal awards made to the Subrecipient may include pre-award audits, monitoring during the contract and post-award audits.

2. Subrecipient Responsibilities. Subrecipient shall permit Fulton County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Contract.

Subrecipient shall cooperate fully with any reviews or audits of the activities under this Contract by authorized representatives of Fulton County or the federal government and Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Contract.

ARTICLE V. COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS.

1. Compliance with Prime Award and Subaward. Subrecipient shall perform all activities funded by this Contract in accordance with this Contract, Schedule 1 and the applicable contract provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Guidance.

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2. Compliance with Applicable Laws. Subrecipient shall perform all activities funded by this Contract in accordance with all applicable federal, state and local laws, including without limitation laws which regulate the use of funds allocated under ARPA. The term "federal, state and local laws" as used in this Contract shall mean all applicable statutes, rules, regulations, executive orders, directives or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Term, as well as all such laws which may be enacted or otherwise become effective during the Term. The term "federal, state and local laws" shall include, without limitation, any regulation promulgated pursuant to ARPA.

By entering into this Contract, Subrecipient represents and warrants that it is not in violation of any, and complies with all, federal laws and regulations applicable to subawardees of federal funds and maintains all required federal, state and local licenses, certifications, permits and accreditations, including the Uniform Guidance found in 2 C.F.R. 200.

ARTICLE VI. INSURANCE

1. For the construction to expand Subrecipient's existing Campus, Subrecipient shall obtain at its own expense the insurance required as follows:

   A. Subrecipient shall provide a General Liability Insurance policy with contractual liability coverage to cover all operations pursuant to this agreement. The general liability insurance policy shall be in the minimum amount of $1,000,000.00 per occurrence and $1,000,000.00 as the aggregate limit of liability. The policy shall be in effect from the day on which services commence until final acceptance by Subrecipient of all construction of the expansion of Subrecipient's existing Campus is completed pursuant to this Agreement and for a period of three (3) years thereafter with the limits noted above. The County shall be named as an additional insured on said policy.

   B. Subrecipient shall provide the County with the declaration page or blanket endorsement from the policy to confirm the County's status as an additional insured. A certificate of insurance naming the County as an additional insured shall be sent to the County Attorney, along with the declaration page or endorsement from the policy confirming the County's additional insured status. The Certificate of Insurance shall provide for thirty (30) days written notice to the County prior to the cancellation of said insurance.

   C. Subrecipient shall obtain at its own expense Workers Compensation Insurance to cover all operations pursuant to this agreement in an amount of not less than the statutory limits required by Georgia State Law. A Certificate of Insurance stating that Workers Compensation coverage is in effect for the duration of this agreement shall be sent to the County's legal Counsel.

ARTICLE VII. TERMINATION/SUSPENSION

1. Fulton County may terminate this Contract by giving thirty (30) calendar days written notice to Subrecipient and such termination shall be effective upon the 30th day. Notice of termination shall be given to the appropriate Party at the address shown in Article VIII of this Contract.

2. Anything contained herein to the contrary notwithstanding, Fulton County may terminate the Contract effective immediately prior to expiration of the Term where Subrecipient commits a material breach of the Contract and fails to cure said breach within the time allotted by Fulton County.

3. Upon expiration of the term of this Contract or termination of the Contract, the Parties shall agree upon any outstanding present and future obligations and performance commitments to one another, and shall arrange for a proper accounting and work plan for any and all such obligations. Upon termination or expiration of the term of this Contract, any remaining, unused portion of the Award Amount shall be returned to Fulton County.

4. Suspension

The County may by written notice to the Subrecipient, suspend the use of County funds where it is determined that any portion of work in which County funds are utilized is not progressing on schedule, being performed competently or to industry standards, or activities at the Project site are posing a danger to the safety of the community or the workers or volunteers. Upon receipt of a suspension notice, the Subrecipient must:

1) Immediately take correct measures and provide proof to the County that the activity giving rise to the suspension has ceased or has been corrected;

2) Place no further orders or subcontracts for material, services or facilities with respect to the suspended services, other than to the extent required in the notice; and

3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of a notice to resume suspended services, the Subrecipient will immediately resume performance under this Agreement as required in the notice.

ARTICLE VIII. NOTICES

1. For purposes of this Contract, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

To Fulton County:
Fulton County Community Development Department
137 Peachtree Street
Atlanta, Georgia 30303

Copy to:
Office of the County Manager
141 Pryor Street, Suite 10062
Atlanta, Georgia 30303

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Office of the County Attorney
141 Pryor Street, Suite 4038
Atlanta, Georgia 30303

To Subrecipient:
See Notice Address in Schedule 1.

ARTICLE VIII. GENERAL PROVISIONS

1. If any part of this Contract is found to be invalid or unenforceable, or is otherwise stricken, the rest of this Contract shall remain in full force and effect.

2. This Contract constitutes the entire agreement between the Parties. It supersedes any prior oral understandings between them with respect to the matters addressed herein.

3. This Contract may be modified only by written agreement of the Parties, with such modification being subject to approval by the governing bodies of the Parties.

4. Waiver of any term or condition of this Contract shall be effective in writing 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 subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this Contract. Nothing herein shall constitute or be considered a limitation upon or waiver of the Parties' rights under applicable law.

5. This Contract shall inure to the benefits of and be binding upon the Parties hereto, their successors and assigns. This Contract is not intended to create any rights interest, or benefits in third parties.

6. This Contract shall be governed by the laws of the State of Georgia.

7. This Contract 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.

8. This Contract is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third-Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Contract.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this the 17 day of May, 2023.

FULTON COUNTY, GEORGIA

Approved:

DocuSigned by:
Robert L. Pitts
F27C2AECA3094E9...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

WELLSPRING LIVING, INC.:

Approved:

DocuSigned by:
09A56B82322A4E6...

By:
Name: Mary Frances Bowley
Title: Chief Executive Officer

Attest:

DocuSigned by:
Tonya Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

Approved as to Content:

DocuSigned by:
Stanley Wilson
5E4D76DFB4A0450...

Stanley Wilson
Director
Department of Community Development

Approved as to Form:

DocuSigned by:
Denval Stewart
8B574564AFF0466...

Office of the County Attorney

https://fc0365.sharepoint.com/sites/CountyAttorney/CAContracts/Community Development/Wellspring/Wellspring_ARPA contract_3.30.23.docx

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Schedule I

Name of Subrecipient: Wellspring Living, Inc.

Subrecipient's DUNS Number:

Notice Address: 1040 Boulevard Avenue, SE, Suite M, Atlanta, Georgia 30312

Award Amount: $500,000.00

Eligible Use Category: Capital expenditures (construction costs) for adaptations to congregate or group living facilities on Subrecipient's existing Campus.

Description of Scope of Work: Subrecipient shall utilize the Award Amount to help fund the construction of the expansion of Subrecipient's existing Campus where it provides programs and services that address recovery, job training and support through residential and community-based programs for domestic sex trafficking victims and those at risk.

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FULTON COUNTY BOARD OF COMMISSIONERS
RECESS MEETING
May 17, 2023
10:00 AM

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

POST AGENDA MINUTES

This document is tentative, has not been ratified or approved by the Board of Commissioners, and is not binding on the County or any officer.

Scheduled date for ratification: June 7, 2023

CALL TO ORDER: Chairman Robert L. Pitts **10:02 a.m.**

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

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

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.

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CONSENT AGENDA

23-0324 **Board of Commissioners**
Adoption of the Consent Agenda - All matters listed on the Consent Agenda are considered routine by the County Commission and will be enacted by one motion. No separate discussion will take place on these items. If discussion of any Consent Agenda item is desired, the item will be moved to the Recess Meeting Agenda for separate consideration. **(ADOPTED)**

A motion was made by Commissioner Thorne and seconded by Commissioner Hall, to adopt the Consent Agenda. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

23-0325 **Board of Commissioners**
Proclamations for Spreading on the Minutes. **(SPREAD ON THE MINUTES UPON ADOPTION OF THE CONSENT AGENDA)**

Proclamation recognizing "Humanity First USA Duluth Food Pantry Appreciation Day." **(Abdur-Rahman)**
May 6, 2023

Proclamation recognizing "Apostle Colette Lewis Gunby Remembrance Day." **(Abdur-Rahman)**
May 6, 2023

Proclamation recognizing "Valerie Wynter Appreciation Day." **(Hall)**
May 6, 2023

Proclamation recognizing "Student Leadership Johns Creek Secretary of State Ambassadors State Championship Appreciation Day." **(Thorne)**
May 9, 2023

Proclamation recognizing "Eagle Scout Cameron Nainoa Jooho Cha-Choe Appreciation Day." **(Thorne)**
May 13, 2023

Proclamation recognizing "Eagle Scout Nikhil Mahadevan Appreciation Day." **(Thorne)**
May 13, 2023

Proclamation recognizing "Eagle Scout Thejase Suhanthan Appreciation Day." **(Thorne)**
May 13, 2023

Proclamation recognizing "R&B Soul Picnic Weekend." **(Barrett/Ellis/Thorne/Hall/Abdur-Rahman)**
May 13-14, 2023

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Proclamation recognizing “Velma Mae Turner Rainey Appreciation Day.” **(Pitts)**
May 14, 2023

Proclamation recognizing “Eagle Scout Kaivalya Somayajula Appreciation Day.”
(Thorne)
April 22, 2023

Proclamation recognizing “Eagle Scout Grant Spencer Hayes Appreciation Day.”
(Thorne)
April 22, 2023

Proclamation recognizing “Eagle Scout Ray Miyazaki Wade Appreciation Day.”
(Thorne)
April 22, 2023

Commissioners' District Board Appointments

23-0326 **Board of Commissioners**
COMMISSION ON ELDER AFFAIRS **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

Seven (7) appointees by the Board of Commissioners (one for each District); three (3) appointees from each of the non-profit umbrella agencies, which the County contracts with for aging services; and three (3) senior citizens elected by seniors in the three geographical areas of the County. The terms of such members appointed by the Board of Commissioners shall end at the end of the term of the appointing District Commissioner. Such members may continue to serve beyond his/her term until a successor is appointed.

Term = Shall end at the end of the term of the appointing District Commissioner

Terms below expired: 12/31/2022
Mary Blake **(Pitts)**
Rosalind R. Elliott **(Morris)**

Commissioner Barrett nominated Gary Snyder for a District appointment to a term ending December 31, 2026.

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23-0327 **Board of Commissioners**
DEPARTMENT OF FAMILY & CHILDREN SERVICES BOARD **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

The seven (7) members of this board are appointed directly from the County governing authority, effective July 1, 1994, as a result of Senate Bill 469. If the County governing authority fails to make an appointment within 90 days after the vacancy occurs, the DHR Commissioner is authorized to make the appointment. Incumbents whose terms have expired continue to serve until a successor is appointed.

The Official Code of Georgia does not provide any guidance for determining which Commissioner should nominate an appointee in the event of a vacancy. However, the Board of Commissioners adopted a policy at the Recess Meeting, September 18, 1991, item #91-FM-150, assigning one position on the DFACS board to each Commission district.

Term = 5 Years staggered terms

Term below expires: 6/30/2023
Valerie Rogers **(Ellis)**

Vice-Chairman Ellis nominated Monica Jones to replace Valerie Rogers for a District appointment to a term ending June 30, 2028 (effective 7/01/2023).

Open & Responsible Government

23-0328 **Tax Commissioner**
Request approval of the Fulton Industrial Community Improvement District Expansion as certified by the Tax Commissioner. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

23-0329 **Finance**
Ratification of April 2023 Grants Activity Report. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

Health and Human Services

23-0330 **Community Development**
Request approval of a commitment letter to provide $2,100,000.00 to support the development of a 102-unit affordable apartment complex by the Roswell Housing Authority (RHA); and authorize the Chairman to execute the commitment letter. The financing commitment is expressly conditioned on RHA receiving the award of low-income housing tax credits from the Georgia Department of Community Affairs. The funding is 100% grant funded. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

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Infrastructure and Economic Development

23-0331 **Real Estate and Asset Management**
Request approval of a Resolution approving a Right of Access and Use License Agreement between Fulton County, Georgia, a political subdivision of the State of Georgia, and the Center Helping Obesity in Children End Successfully Inc. ("C.H.O.I.C.E.S.") for the purpose of formalizing terms of access to prepare and distribute healthy meals for economically disadvantage families at 2805 Metropolitan Parkway, S.W., Atlanta, Georgia; to authorize the Chairman to execute the Right of Access and Use License Agreement; to authorize the County Attorney to approve the Right of Access and Use License Agreement as to form and to make modifications thereto in order to protect the interests of Fulton County prior to execution; and for other purposes. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

23-0332 **Real Estate and Asset Management**
Request approval of a Temporary Right of Access Agreement between Fulton County, Georgia ("Grantee") and Thuy Thu Doan and Joseph Ford Hoke ("Grantor") for property located at 2900 West Road, South Fulton, Georgia, for the purpose of the County completing environmental testing and due diligence required to complete planned sewer system improvements. To authorize the Chairman to execute the Temporary Right of Access Agreement. To authorize the County Attorney to approve the Temporary Right of Access Agreement as to form and make modifications thereto prior to execution. Effective upon execution through 365 days, unless extended in writing. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

RECESS MEETING AGENDA

23-0333 **Board of Commissioners**
Adoption of the Recess Meeting Agenda. **(ADOPTED AS AMENDED)**

A motion was made by Commissioner Abdur-Rahman and seconded by Commissioner Barrett, to adopt the Recess Meeting Agenda as amended by revising items #23-0335 as requested by Commissioner Abdur-Rahman and #23-0356 as requested by Chairman Pitts. The motion passed by the following vote:

Yea:	Pitts, Barrett, Hall, and Abdur-Rahman
Nay:	Thorne
Absent:	Arrington
Did Not Vote:	Ellis

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23-0334 **Clerk to the Commission**
Ratification of Minutes. **(RATIFIED)**

Recess Meeting Minutes, April 19, 2023
Regular Meeting Post Agenda Minutes, May 3, 2023

A motion was made by Commissioner Hall and seconded by Commissioner Thorne, to ratify the meeting minutes. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

23-0335 **Board of Commissioners**
Presentation of Proclamations and Certificates. **(PRESENTED)**

Proclamation recognizing "Public Works Week." **(Ellis)**

Proclamation recognizing "Fulton County Certified Public Managers Appreciation Day." **(Hall)**

Proclamation recognizing "Deputy Clarence Houston Appreciation Day." **(Hall)**

Proclamation recognizing "Center for Excellence Capstone Student Appreciation Day." **(Hall)**

Proclamation recognizing "Public Safety Memorial Day." **(Abdur-Rahman)**

Proclamation recognizing "Vendorship, Inc. Appreciation Day." **(Abdur-Rahman)**

*Proclamation recognizing "Olga Shumate Appreciation Day." **(Abdur-Rahman)**

**added during the meeting*

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PUBLIC HEARINGS

23-0336 **Board of Commissioners**

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

37 Speakers: State Representative Saira Draper (Yielded Time); Patty Nathan (Board of Registration/Elections); Tricia Gephardt (Board of Registration/Elections); Daniel Jackman (Board of Registration/Elections); Lauren Waits (Board of Registration/Elections); Lawrie Demorest (Board of Registration/Elections); Corwin Monson (Stalking); Cristy Lenz (Board of Registration/Elections); Ruth Wall (Board of Registration/Elections); Jane Zoellick (Board of Registration/Elections); Aileen Nakamura (Board of Registration/Elections); Saya Abney (Board of Registration/Elections); John Evans (Board of Registration/Elections); Kevin Muldowney (Board of Registration/Elections); Matt Rowenczak (Board of Registration/Elections); Melissa Fiorillo (Board of Registration/Elections); Mara Gaudio (Board of Registration/Elections); Sandra Gail Motley Grant (Student & Children Harassment); Jan Meadows (Board of Registration/Elections); Stephanie Ali (Board of Registration/Elections); Parker Short (Board of Registration/Elections); RaShaun Kemp (Board of Registration/Elections); Sabrina Jones (Fulton County Sheriff Office); Eric Richardson (Board of Registration/Elections); B. Rohr (Board of Registration/Elections); Demetris D. Taylor (Board of Registration/Elections); Maggie Goldman (Board of Registration/Elections); Mina Turabi (Board of Registration/Elections); Shenetra Gates (Roswell Housing Authority); Karen Parrish (Roswell Housing Authority); Deborah Scott (Board of Registration/Elections); Ron Shakir (Housing); James S. Davenport (MARTA); Prophet Curtis Hairston

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(Homelessness); Emma Jean Davis (Voting); Kristin Nabers (Board of Registration/Elections); and Margie McLeod (Foster Care)

2 Zoom Speakers: Ben Howard (Senior Services) and Nichola Hines (Board of Registration/Elections); 6 Emailed Comments: Angela Payne (Board of Registration/Elections); Julie Allen (Board of Registration/Elections); Stephanie Miller (Board of Registration/Elections); Beverley Miller (Board of Registration/Elections); Chantel Mullen (Board of Registration/Elections) and Robbie Huff (Board of Registration/Elections)

A motion was made by Commissioner Hall and seconded by Commissioner Abdur-Rahman, to extend the allotted time for Public Comment. The motion passed by the following voice vote:

Yea: Thorne, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

Did Not Vote: Pitts, and Ellis

PRESENTATIONS TO THE BOARD

Metropolitan Atlanta Rapid Transit Authority

23-0337 **Board of Commissioners**
MARTA Quarterly Update **(PRESENTED)**

COUNTY MANAGER'S ITEMS

Open & Responsible Government

23-0338 **County Manager**
Presentation of the Fulton County Operational Report. **(PRESENTED)**

23-0339 **Finance**
Review and approval of May 17, 2023 Budget Soundings. **(APPROVED)**

A motion was made by Vice-Chairman Ellis and seconded by Commissioner Hall, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

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23-0340 **Finance**

Request approval to accept the bid for $200,000,000.00 Tax Anticipation Notes for 2023 and approval of a Resolution which authorizes issuance and sale of the $200,000,000.00 General Fund Tax Anticipation Notes of Fulton County, Georgia. **(APPROVED)**

A motion was made by Commissioner Thorne and seconded by Vice-Chairman Ellis, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

23-0341 **Human Resources Management**

Request approval of updates to the Equal Employment Opportunity and Prejudicial Acts Policy (103-16) to ensure compliance with the Fulton County Crown Act, BOC Resolution 23-0166 and Georgia HB 1390. **(APPROVED)**

A motion was made by Commissioner Hall and seconded by Commissioner Abdur-Rahman, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

23-0342 **Real Estate and Asset Management**

Request approval for the Board of Commissioners, on behalf of the Fulton County Department of Real Estate and Asset Management, to provide a letter of support for inclusion with the City of Atlanta's Federal Highway Administration Charging and Fueling Infrastructure Grant application. **(APPROVED)**

A motion was made by Vice-Chairman Ellis and seconded by Commissioner Hall, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

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23-0343 **Real Estate and Asset Management**

Request approval to utilize a cooperative purchasing contract - Department of Real Estate and Asset Management, OMNIA Partners Contract #3341, Turnkey Installation of HVAC Equipment for 4700 North Point Pkwy, in the amount not to exceed $1,392,282.89 with Trane US, Inc. (Doraville, GA), to provide demolition and removal of eight (8) existing roof-top units (RTUs) and install eight (8) new commercial RTUs at the County-owned facility located at 4700 North Point Parkway, Alpharetta, Georgia 30022. Effective upon BOC approval for 10 months or completion of the replacement/installation project as determined by Fulton County. **(APPROVED)**

A motion was made by Vice-Chairman Ellis and seconded by Commissioner Hall, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

23-0344 **Real Estate and Asset Management**

Request approval to increase the spending authority - Department of Real Estate and Asset Management, ITB#ITB22110K-DJ, Furniture and Installation Services for the Fulton County Central Warehouse in the total amount of $351,522.81 with The Hon Company, LLC c/o Minton Jones Company, Inc. (Muscatine, IA) to cover the costs for Phase II furniture and related components (Emergency Management, Clerk of the Courts, IT, FGTV, DREAM, Police Department, Marshal, and Sheriff's Office) for the Fulton County Central Warehouse located at 5600 Campbellton-Fairburn Road, Atlanta, GA 30213. Effective upon BOC approval. **(APPROVED)**

A motion was made by Commissioner Thorne and seconded by Commissioner Hall, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

Arts and Libraries

23-0345 **Arts and Culture**

Request for the rescission of the approval of a public art contract with David Moore and Adam Deck related to the Rogers Bridge Public Art Project in Johns Creek pursuant to Agenda Item 22-0964 on December 21, 2022. **(APPROVED)**

A motion was made by Commissioner Barrett and seconded by Commissioner Thorne, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

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23-0346 **Arts and Culture**

Request approval of a public art contract to commission Allen Peterson to create three site-specific, original works of art at three locations determined by the County using materials reclaimed from the Rogers Bridge, Johns Creek in the amount of $54,700.00, and authorization of the County Attorney to approve the public art contract as to form and to make necessary changes to the contract to protect the County prior to execution. The term is upon BOC approval through December 31, 2024. **(APPROVED)**

A motion was made by Commissioner Barrett and seconded by Commissioner Thorne, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

Health and Human Services

23-0347 **Public Works**

Request approval of the dedication of a Permanent Construction Easement of 23,635.49 square feet and a Temporary Construction Easement of 24,975.35 square feet to Johns Creek, Georgia, from Fulton County, Georgia for the purpose of constructing the Old Alabama Road Trail in Johns Creek, Georgia; to authorize the Chairman to sign the easements and any related documents to complete the deciation; to authorize the County Attorney to approve the easements and any related documents as to form and make necessary modifications prior to execution to protect the County's interests. **(APPROVED)**

A motion was made by Commissioner Thorne and seconded by Commissioner Hall, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

23-0348 **Public Works**

Request approval of a recommended proposal - Department of Public Works 22RFP058A-CJC, Laboratory Information Management Systems in an amount not to exceed $117,105.00 with Ethosoft, Inc. (Norcross, GA) to provide a Laboratory Information Management System. The contract will commence as of the date indicated in the Notice to Proceed (NTP) and shall continue until the sooner of (a) a period of 24 months; (b) Final Acceptance; or (c) the Agreement is terminated as provided herein. **(APPROVED)**

A motion was made by Commissioner Thorne and seconded by Commissioner Barrett, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

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23-0349 **Public Works**

Request approval of the lowest responsible bidder - 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. Effective upon BOC approval through December 31, 2023 with two renewal options. **(APPROVED)**

A motion was made by Commissioner Thorne and seconded by Commissioner Hall, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

23-0350 **Community Development**

Request approval of the 2023 Community Services Program (CSP) Evaluation Committee's recommendations in the amount of $6,863,958.00 to the non-profits identified in Attachment "A". CSP funding will support the delivery of essential community services to Fulton County residents in the areas of: Children and Youth Services; Disabilities; Economic Stability/Poverty; Health and Wellness, Homelessness; and Senior Services. **(APPROVED)**

A motion was made by Commissioner Thorne and seconded by Commissioner Hall, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

23-0351 **Community Development**

Request approval of the 2023 Veterans Services Program (VSP) Evaluation Committee's recommendations in the amount of $1,000,000.00 to the non-profits identified in Attachment "A". VSP funding to these non-profits will support the delivery of essential community services to Fulton County Veterans in the areas of Health and Wellness, and Homeless and Housing. **(APPROVED)**

A motion was made by Commissioner Thorne and seconded by Commissioner Hall, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

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23-0352 **Community Development**

Request approval of the 2023 Summer Youth Job Training Program (SYJTP) Evaluation Committee's recommendations in the amount of $500,000.00 to the non-profits identified in Attachment "A". SYJTP funding to these non-profits will provide Fulton County teens with the opportunity to gain work experience, develop interpersonal skills, and learn and explore career interests while earning income during the summer. Effective Upon BOC approval. **(APPROVED)**

A motion was made by Commissioner Barrett and seconded by Commissioner Hall, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

23-0353 **Community Development**

Request approval of a contract between Fulton County and Wellspring Living in the amount of $500,000.00 in American Rescue Plan (ARPA) funds for construction purposes to support Wellspring Living's expansion and utilization of a multi-discipline service model covering the full spectrum of needs for victims of sexual exploitation; and to authorize the Chairman to disburse funds and execute and administer contracts, and other related documents consistent with any necessary agreement in support of this funding allotment. **(APPROVED)**

A motion was made by Commissioner Thorne and seconded by Commissioner Hall, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

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Justice and Safety

23-0354 **Solicitor General**
Request approval of a Resolution for the Office of the Solicitor General to retain any program fees collected in the administration of the Solicitor's Pretrial Intervention and Diversion Program and to establish that the Solicitor's budget is not reduced by any program fees collected pursuant to said program, and for related purposes. **(APPROVED AS AMENDED)**

a. A motion was made by Commissioner Thorne and seconded by Commissioner Hall, to approve contingent upon the eternal auditors' GASB standards affirmation. The motion passed by the following vote:

Yea: Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

Did Not Vote: Pitts

b. A substitute motion was made by Chairman Pitts and seconded by Commissioner Abdur-Rahman, to hold. The motion failed by the following vote:

Yea: Pitts, and Abdur-Rahman

Nay: Thorne

Absent: Arrington

Did Not Vote: Ellis, Barrett, and Hall

COMMISSIONERS' ACTION ITEMS

23-0320 **Board of Commissioners**
Request approval of a Resolution by the Fulton County Board of Commissioners adopting desired aspirational ~~goals and~~ standards for criminal cases handled within the Fulton County Justice System; urging all elected and appointed officials serving in a Fulton justice capacity to focus their efforts towards meeting these standards; and for other purposes. **(Ellis) (HELD ON 5/3/23) (APPROVED)**

a. A motion was made by Commissioner Hall and seconded by Commissioner Abdur-Rahman, to approve.

Commission Hall withdrew the motion
Commissioner Abdur-Rahman withdrew the second

b. A motion was made by Vice-Chairman Ellis and seconded by Commissioner Thorne, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, and Abdur-Rahman

Nay: Barrett, and Hall

Absent: Arrington

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Commissioners' Full Board Appointments

23-0355 **Board of Commissioners**
HOSPITAL AUTHORITY OF FULTON COUNTY (NORTHSIDE) (REF: #23-0254)
(APPROVED)

Term = 4 years

Term below expires: 4/1/2024
Dr. Thomas W. Gable **(BOC Position #2) (Deceased)**

Vice-Chairman Ellis nominated the following slate to be submitted for appointment of one individual to The Board of Trustees of the Hospital Authority of Fulton County (Northside), to fill the unexpired term of Dr. Thomas Gable:

Kenneth Kupke, M.D.
Marc Soneshine, M.D.
Jennifer Amerson, M.D.

A motion was made by Vice-Chairman Ellis and seconded by Commissioner Barrett, to approve. The motion passed by the following vote:

Yea:	Thorne, Ellis, Barrett, Hall, and Abdur-Rahman
Nay:	Pitts
Absent:	Arrington

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23-0356 **Board of Commissioners**
BOARD OF REGISTRATION AND ELECTIONS **(APPROVED AS AMENDED)**

The board shall be composed of five members, each of whom shall be an elector and resident of Fulton County, who shall be appointed in the following manner:

(1) Two members shall be appointed by the governing authority of Fulton County from nominations made by the chairperson of the county executive committee of the political party whose candidates at the last preceding regular general election held for the election of all members of the General Assembly received the largest number of votes in this state for members of the General Assembly;
(2) Two members shall be appointed by the governing authority of Fulton County from nominations made by the chairperson of the county executive committee of the political party whose candidates at the election described in paragraph (1) of this section received the second largest number of such votes; and,
~~(3) One member shall be appointed by the governing authority of Fulton County from nominations made by the Fulton County legislative delegation in the General Assembly, which member shall be designated permanent chairperson of the board. The Fulton County legislative delegation shall be composed of all senators and representatives in the General Assembly whose districts are wholly or partially in Fulton County.~~
(3) One member shall be appointed by the governing authority of Fulton County, which member shall be designated permanent chairperson of the board.

Term = 2 Years

Terms below expire: 6/30/2023
Cathy Woolard **(Chair/BOC/Pitts)**
Dr. Kathleen Ruth **(Fulton County Republican Party/BOC)**
Mark Wingate **(Fulton County Republican Party/BOC)**
Aaron Johnson **(Fulton County Democratic Party/BOC)**
Teresa K. Smith Crawford **(Fulton County Democratic Party/BOC)**

Chairman Pitts nominated ~~Lee Morris~~ **Patrise Perkins Hooker to serve as Chair replacing Cathy Woolard for a Full Board appointment effective July 1, 2023, to a term ending June 30, 2025.**

A motion was made by Commissioner Hall and seconded by Commissioner Abdur-Rahman, to approve. The motion passed by the following vote:

Yea: Pitts, Barrett, Hall, and Abdur-Rahman

Did Not Vote: Thorne, Ellis, and Arrington

COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS

23-0357 **Board of Commissioners**
Discussion: Chief Tax Appraiser Update regarding 2023 Assessments **(Ellis)** **(PRESENTED)**

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EXECUTIVE SESSION

23-0358 **Board of Commissioners**

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

PRESENT IN THE EXECUTIVE SESSION REGARDING LITIGATION, REAL ESTATE AND PERSONNEL: Chairman Pitts, Vice-Chairman Ellis, Commissioners: Thorne, Barrett, Hall, Arrington, and Abdur-Rahman; County Manager Dick Anderson; County Attorney Y. Soo Jo; Sheriff Pat Labat; Chief Counsel to the Sheriff Amelia Joiner; Deputy Chief Operating Officer Alton Adams; Chief Financial Officer Sharon Whitmore; and Clerk to the Commission Tonya R. Grier.

a. A motion was made by Commissioner Hall and seconded by Commissioner Barrett, to enter into Executive Session. The motion passed by the following vote:

Yea: Pitts, Thorne, Barrett, and Hall

Did Not Vote: Ellis, Arrington, and Abdur-Rahman

b. A motion was made by Commissioner Barrett and seconded by Commissioner Thorne, to approve the request for representation in item #1 as discussed in Executive Session . The motion passed by the following vote:

Yea: Thorne, Ellis, Barrett, and Hall

Absent: Arrington

Did Not Vote: Pitts, and Abdur-Rahman

c. A motion was made by Commissioner Thorne and seconded by Commissioner Barrett, to approve the request for authorization for the Chairman to execute a termination of an IGA Lease Agreement with the Atlanta-Fulton County Recreation Authority after same is approved as to form by the County Attorney, with the notation that this IGA previously terminated by operation of law, but a formal termination is being provided at this time for the purpose of clearing the title record as discussed in item #3 during Executive Session. The motion passed by the following vote:

Yea: Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

Did Not Vote: Pitts

ADJOURNMENT

There being no further business, the meeting adjourned at 4:02 p.m.