

**FULTON COUNTY BOARD OF COMMISSIONERS  
REGULAR MEETING**

May 5, 2021  
10:00 AM



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



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## **A G E N D A**

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**CALL TO ORDER:** Chairman Robert L. Pitts

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

Robert L. Pitts, Chairman (At-Large)  
Liz Hausmann, Commissioner (District 1)  
Bob Ellis, Commissioner (District 2)  
Lee Morris, Commissioner (District 3)  
Natalie Hall, Vice Chair (District 4)  
Marvin S. Arrington, Jr., Commissioner (District 5)  
Khadijah Abdur-Rahman, Commissioner (District 6)

**INVOCATION:** Reverend Clifton Dawkins, Jr., County Chaplain

**PLEDGE OF ALLEGIANCE:** Recite in unison

### **ANNOUNCEMENTS**

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

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

**CONSENT AGENDA****21-0315 Board of Commissioners**

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

**21-0316 Board of Commissioners**

Proclamations for Spreading on the Minutes

Proclamation recognizing "Johns Creek Chamber of Commerce 15th Anniversary Appreciation Day." **(Hausmann)**  
April 28, 2021

Proclamation recognizing "Richard T. Colson Appreciation Day." **(Abdur-Rahman)**  
April 29, 2021

**Commissioners' District Board Appointments****21-0317 Board of Commissioners**

DEVELOPMENT AUTHORITY OF FULTON COUNTY

Term = 4 Years

Term below expires: 5/31/2021  
Michel M. Turpeau **(Arrington)**

**Commissioner Arrington has nominated Michel M. Turpeau for a District reappointment to a term ending May 31, 2025.**

**21-0318 Board of Commissioners**

FULTON COUNTY REPARATIONS TASK FORCE

Term = 2 Years

**Commissioner Arrington has nominated Marcus Coleman for a District appointment to a term ending December 31, 2023.**

**Development Authority of Fulton County TEFRA  
(Tax Equity Fiscal Responsibility Act)**

**21-0319 Board of Commissioners**

Execution by Chairman Robert L. Pitts of a TEFRA (Tax Equity Fiscal Responsibility Act) for documentation pertaining to the proposed issuance of its Development Authority of Fulton County Refunding Revenue Bonds (AMC Campus Project I, LLC Project) Series 2021, in an amount not to exceed \$9,500,000.00 (the "Bonds").

**Open & Responsible Government**

**21-0320 Real Estate and Asset Management**

Resolution approving a Pole Attachment Agreement, Addendum to Pole Attachment Agreement and Banner to Pole Attachment Agreement between Fulton County, Georgia and the Georgia Power Company, for the purpose of installing police video surveillance equipment and other Fulton County Banners on utility service poles; authorizing the Chairman to execute each agreement and related documents; authorizing the County Attorney to approve each agreement and related documents as to form and to make necessary modifications thereof prior to execution; and for other purposes.

**Health and Human Services**

**21-0321 Department for HIV Elimination**

The Department for HIV Elimination requests approval of additional "*Ending the HIV Epidemic*" grant funding to Grady Memorial Hospital (D/B/A Grady Health System) for Mobile Health services to be provided in Fiscal Year 2021 through FY2024 in the amount of \$275,000.00 per year. Request authorization for the Chairman to execute contracts with selected subrecipients. To protect the interest of the County, the County Attorney is authorized to approve the contracts as to form and substance and make any necessary modifications thereto prior to execution by the Chair. Effective upon approval by the Board of Commissioners.

**REGULAR MEETING AGENDA**

**21-0322 Board of Commissioners**

Adoption of the Regular Meeting Agenda.

**21-0323 Clerk to the Commission**

Ratification of Minutes.

Regular Meeting Minutes, April 14, 2021

Recess Meeting Post Agenda Minutes, April 21, 2021

**21-0324 Board of Commissioners**

Presentation of Proclamations and Certificates

Proclamation recognizing "Mental Health Month." **(BOC)**

Proclamation recognizing "Drinking Water Week." **(Hausmann/BOC)**

Proclamation recognizing "Certified Public Manager's Appreciation Day."  
**(Hall/BOC)**

Proclamation recognizing "Older Americans Month." **(Hall/BOC)**

**PUBLIC HEARINGS****21-0325 Board of Commissioners**

Public Comment - Citizens are allowed to voice County-related opinions, concerns, requests, etc. during the Public Comment portion of the Commission meeting. **Speakers will be granted up to two minutes each. Members of the public will not be allowed to yield or donate time to other speakers. The Public Comment portion of the meeting will not exceed 30 minutes at the Regular Meeting, nor will this portion exceed thirty minutes at the Recess Meeting.** Those who could not speak during Public Comment will be allowed to speak first at a subsequent Board meeting. For more information or to arrange a speaking date, contact the Clerk's Office.

**COUNTY MANAGER'S ITEMS****Open & Responsible Government****21-0326 County Manager**

Presentation of COVID-19 Operational Response Update.

**21-0327 Purchasing and Contract Compliance**

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

**21-0246 Real Estate and Asset Management**

Request approval of a Resolution approving a Ground Lease Agreement between Fulton County, Georgia and Brakkam Aviation Management, LLC, a Georgia limited liability company, jointly with The Integral Group, LLC, a Georgia limited liability company, for the purpose of formalizing rental terms for an airport site consisting of approximately 13.879 +/- acres at the Fulton County Executive Airport - Charlie Brown Field; authorizing the Chairman to execute a Ground Lease Agreement and related documents; authorizing the County Attorney to approve the Ground Lease and related documents as to form and make all necessary modifications thereto prior to execution. For 40 years, with two five-year option periods.  
**(HELD ON 4/14/21 AND 4/21/21)**



**21-0328 Registration & Elections**

Request approval of a statewide contract - Registration and Elections, SWC99999-001-SPD0000136-0003, Temporary Staffing - Clerical & Light Industrial in an amount not to exceed \$7,744,880.00 with Happy Faces Personnel Group, Inc. (Tucker, GA) to provide temporary staffing services for the Department of Registration and Elections 2021 Elections. Effective upon BOC approval through December 31, 2021.

**21-0329 Human Resources Management**

Request approval to extend existing contracts - Department of Human Resources Management, Bid/RFP# 17RFP215152B-TR - Family and Medical Leave Act (FMLA) Administration Services in an amount not to exceed \$24,345.66 with Sedgwick Claims Management, Inc., (Dublin, OH) to provide/perform comprehensive FMLA administration for the County workforce for an additional one hundred twenty (120) calendar days. Effective dates: May 1, 2021 through August 31, 2021.

**21-0330 Real Estate and Asset Management**

Request approval to rescind an Award - Department of Real Estate and Asset Management, Bid# 20ITB126447C-MH, Commercial Appliance Repair and Replacement Services in the amount of \$185,000.00, with Hobart Services-a division of ITW Food Equipment Group, LLC (Troy, OH), to furnish all materials, parts, labor, tools, equipment and appurtenances to provide standby on-site commercial appliance preventive maintenance and repair/replacement services for Fulton County facilities on an "as needed" basis. Effective upon BOC approval.

**21-0331 Real Estate and Asset Management**

Request approval to extend existing contracts - Department of Real Estate and Asset Management, Bid#17ITB107780C-GS, Standby Emergency Repair and Restoration Services in the total amount of \$495,000.00 with: (A) Blackmon Mooring of Atlanta, LLC (Norcross, GA), in the amount of \$165,000.00; (B) CRM Services, LLC (Austell, GA), in the amount of \$165,000.00; and (C) Full Circle Restoration & Construction Services, Inc. (Duluth, GA), in the amount of \$165,000.00 to provide continued standby emergency repair and restoration services for Fulton County facilities for an additional two month period. Effective dates: May 1, 2021 through June 30, 2021.

**21-0332 Real Estate and Asset Management**

Request approval of a recommended proposal - Department of Real Estate and Asset Management, 20RFP127341K-DB, Judge Romae T. Powell-Fulton County Juvenile Justice Facility Building Automation System Upgrades, Air Handling Unit Repairs and Chiller Replacements in the amount of \$1,802,591.00 with Trane U.S., Inc. (Atlanta, GA), to provide renovation of the Building Automation System (BAS) upgrades, Air Handling Units Repairs and Chiller Replacement at the Fulton County Judge Romae T. Powell Juvenile Justice Center. Effective upon issuance of Notice to Proceed for a period of 12 months.

**Health and Human Services****21-0333 Public Works**

Request approval of a change order - The Department of Public Works, 17RFP0108784K-JAJ, Design/Build Services for Fulton - Cobb Diversion Line and Pump Station with John D. Stephens, Inc. (Lawrenceville, GA), for an extension of time only to provide construction services associated with the permanent bridge structures located within the Chattahoochee River National Recreation Area. This requests is for an additional 119 days to allow the design/build team to perform these activities. The new completion date will be September 1, 2021. Effective upon BOC approval.

**21-0334 Community Development**

The Department of Community Development request approval of a Resolution approving the orderly closeout of the Fulton County Business Improvement Loan Program (BILP) consistent with the framework approved by the Department of Community Development; and authorizes the County Manager or His Designee to execute all necessary and related documents to implement the policy for the BILP and to effectuate its closeout; and for other related purposes.

**Justice and Safety****21-0335 Public Defender**

Request approval of the renewal of a MOU - Office of the Public Defender - in the amount of \$60,000.00 with United Way of Greater Atlanta (UWGA) and Fulton County Atlanta, Georgia (from FY2021 Operation's Budget appropriation) within thirty (30) days of signing the MOU. To support a select group of chronically homeless individuals released from Fulton County Jail providing transitional housing with case management. To provide assistance to clients suffering with substance abuse and physical and or mental concerns, as well as, placing some clients with mental health or substance abuse issues in transitional facilities.

**COMMISSIONERS' ACTION ITEMS****21-0219 Board of Commissioners**

Request approval of a Resolution expressing the intent of the Board of Commissioners of Fulton County regarding the appointment, hiring, and termination powers of the Fulton County Board of Registration and Elections; and for other purposes. **(Ellis) (HELD ON 3/17/21, 4/14/21 AND 4/21/21)**

**21-0220 Board of Commissioners**

Request approval of a Resolution expressing the intent of the Board of Commissioners of Fulton County regarding the authority to terminate the Fulton County Elections Supervisor; and for other purposes. **(Arrington/Hall) (HELD ON 3/17/21, 4/14/21 AND 4/21/21)**

**21-0336 Board of Commissioners**

Request approval of a Resolution amending Article 2, Division 2, Subpart B of the Fulton County Code of Resolutions, to amend Subsection 118-50 regarding membership and qualifications of the Board of Directors of the Development Authority of Fulton County; and for other purposes. **(Arrington)**

**21-0337 Board of Commissioners**

Request approval of a Resolution amending Article 2, Division 2, Subpart B of the Fulton County Code of Resolutions, to amend Subsection 118-50 regarding membership and qualifications of the Board of Directors of the Development Authority of Fulton County; and for other purposes. **(Morris)**

**21-0338 Board of Commissioners**

Request approval of a Resolution supplementing the Board of Commissioners' December 17, 2008 Resolution consenting to the inclusion of certain Fulton County taxes in the computation of the tax allocation increment for the City of Atlanta Tax Allocation District Number One - Westside so as to consent to and ratify the use of a portion of County tax increment for two projects within the Westside Tax Allocation District. **(Morris)**

**21-0339 Board of Commissioners**

Request approval of a Resolution reaffirming the Board of Commissioners of Fulton County's commitment to the National "Stepping Up" initiative to reduce mental illness among the Fulton County Jail population; and for other purposes. **(Ellis/Morris/Hall)**

**21-0340 Board of Commissioners**

Discussion and Resolution: Directive and Implementation of (BOC Resolution 21-0221) Fulton County Priorities and Funds Distribution of American Rescue Plan Act Funds. **(Abdur-Rahman)**

**COUNTY MANAGER'S PRESENTATION AND DISCUSSION ITEMS****Open & Responsible Government****21-0341 Registration & Elections**

Discussion: Elections Cost Update.

**COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS****21-0283 Board of Commissioners**

Discussion: Election 2021 Cycle **(Hausmann) (HELD ON 4/14/21 AND 4/21/21)**

**21-0342 Board of Commissioners**

Discussion: Update of Activities of the City of Atlanta and Fulton County Recreation Authority (AFCRA) Grounds, Facilities and Security Committee **(Arrington)**

**21-0343 Board of Commissioners**

Discussion: Update of Activities of the McPherson Implementing Local Redevelopment Authority (Fort Mac LRA) Community Engagement Subcommittee (**Arrington**)

**EXECUTIVE SESSION****21-0344 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

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**Agenda Item No.:** 21-0315

**Meeting Date:** 5/5/2021

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

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





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0316

**Meeting Date:** 5/5/2021

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

Proclamations for Spreading on the Minutes

Proclamation recognizing "Johns Creek Chamber of Commerce 15th Anniversary Appreciation Day."  
**(Hausmann)**

April 28, 2021

Proclamation recognizing "Richard T. Colson Appreciation Day." **(Abdur-Rahman)**

April 29, 2021







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0317

**Meeting Date:** 5/5/2021

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

DEVELOPMENT AUTHORITY OF FULTON COUNTY

Term = 4 Years

Term below expires: 5/31/2021

Michel M. Turpeau (**Arrington**)

**Commissioner Arrington has nominated Michel M. Turpeau for a District reappointment to a term ending May 31, 2025.**





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0318

**Meeting Date:** 5/5/2021

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

FULTON COUNTY REPARATIONS TASK FORCE

Term = 2 Years

**Commissioner Arrington has nominated Marcus Coleman for a District appointment to a term ending December 31, 2023.**





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0319

**Meeting Date:** 5/5/2021

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

Execution by Chairman Robert L. Pitts of a TEFRA (Tax Equity Fiscal Responsibility Act) for documentation pertaining to the proposed issuance of its Development Authority of Fulton County Refunding Revenue Bonds (AMC Campus Project I, LLC Project) Series 2021, in an amount not to exceed \$9,500,000.00 (the "Bonds").

Atlanta Office  
171 17th Street NW, Suite 2100  
Atlanta, GA 30363-1031  
Direct phone: 404.873.8124  
Direct fax: 404.873.8125

April 26, 2021

**Via Hand Delivery**

Ms. Tonya Grier  
Clerk to the Commission  
Fulton County Board of Commissioners  
141 Pryor Street, S.W.  
Atlanta, Georgia 30303

Re: Development Authority of Fulton County – AMC Campus Project I, LLC Project

Dear Ms. Grier:

As attorney for the Development Authority of Fulton County (the “Issuer”), I am enclosing herewith for the signature of Chairman Pitts four copies of the TEFRA certificate, with attached standard supporting documentation, pertaining to the proposed issuance of its Development Authority of Fulton County Refunding Revenue Bonds (AMC Campus Project I, LLC Project) Series 2021, in an amount not to exceed \$9,500,000 (the “Bonds”). The Bonds will be issued for the benefit of AMC Campus Project I, LLC, a Georgia limited liability company (the “Company”), the sole member of which is Atlanta Metropolitan College Foundation, Inc., a Georgia nonprofit Corporation, for the purposes of (a) refunding all of the outstanding Development Authority of Fulton County Revenue Bonds (AMC Campus I, LLC Project), Series 2011 in the original principal amount of \$11,745,000, the proceeds of which were used to finance the cost of acquiring, constructing and equipping of a student activity center and related amenities, all located on the campus of Atlanta Metropolitan State College and within the corporate limits of Fulton County, Georgia and (b) paying the costs of issuing the Bonds. The Company’s facilities financed and refinanced by the Bonds will be owned and operated by the Company and the facilities are located at 1630 Metropolitan Parkway, S.W. in Fulton County, Georgia.

Please note that the Company commits to comply with the Issuer’s Minority and Female Business Enterprises Policy which was revised April 22, 2008, in accordance with the Fulton County Board of Commissioners Resolution adopted April 2, 2008, however, since this is a refinancing of existing debt, no new construction is anticipated for the project.

If you or Chairman Pitts have any questions, please call me. Otherwise, please ask Chairman Pitts to execute the enclosed certificates at his earliest opportunity, and please then return at least three executed certificates with supporting documentation to me at your earliest opportunity for further processing.

April 26, 2021

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Thank you for your cooperation in this matter.

Sincerely,

  
Sandra Z. Zayac

SZZ

Enclosures

cc: Mr. Richard Anderson (w/o encl.)  
County Manager  
cc: Ms. Kaye Burwell  
Interim County Attorney



**CERTIFICATE OF CHAIRMAN OF FULTON COUNTY BOARD OF  
COMMISSIONERS REGARDING PUBLIC APPROVAL FOR  
DEVELOPMENT AUTHORITY OF FULTON COUNTY  
REFUNDING REVENUE BOND FINANCING FOR  
AMC CAMPUS PROJECT I, LLC**

The undersigned is the Chairman of the Fulton County Board of Commissioners, and as such is the designated chief elected executive official of Fulton County. AMC Campus Project I, LLC, a Georgia limited liability company (the "Company"), the sole member of which is Atlanta Metropolitan College Foundation, Inc., a Georgia nonprofit corporation, proposes to (a) refund all of the outstanding Development Authority of Fulton County Revenue Bonds (AMC Campus I, LLC Project), Series 2011 in the original principal amount of \$11,745,000, the proceeds of which were used to finance the cost of acquiring, constructing and equipping of a student activity center and related amenities, all located on the campus of Atlanta Metropolitan State College and within the corporate limits of Fulton County, Georgia and (b) pay the costs of issuing the Bonds (collectively, the "Project").

The Project is to be refinanced from the proceeds of the Bonds. The initial owner, operator or manager of the facilities refinanced by the Bonds will be the Company. The facilities refinanced by the Bonds are located in Fulton County.

On April 12, 2021, notice of the public hearing (the "Notice") was published on the website of the Development Authority of Fulton County. The Notice was designed to apprise residents of Fulton County of the proposed issuance of the Bonds by the Issuer and was published not less than 7 days before the scheduled date of the public hearing referred to in the Notice. A copy of the Publisher's Affidavit including a copy of the Notice is attached as Exhibit "A" to the Certification of Hearing Officer (the "Certification") dated April 26, 2021, which is attached hereto.

On April 26, 2021, a public hearing (the "Hearing") with regard to the issuance of the Bonds was held at 10:30 a.m. via teleconference in accordance with Revenue Procedure 2020-49 due to the COVID-19 pandemic. The Hearing was accessible to the residents of the approving governmental unit by calling a toll-free telephone number. The public was invited to join by dialing 1-888-897-5640 (Passcode: 405675#). The Hearing was conducted in a manner that provided a reasonable opportunity for persons with differing views on both the issuance of the Bonds and the location and nature of the Project to be heard, as evidenced by the Certification, which is attached hereto.

The proceedings have been reviewed and determination made that the issuance of the Bonds is legally proper and a placement/investment letter and a Minority and Female Business Enterprise Policy ("MFBE") Utilization Report has been received, as evidenced by the Exhibits "C", "D" and "E", respectively, to the Certification, which is attached hereto.

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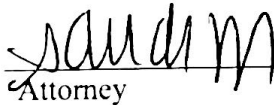
Based on the foregoing, the undersigned duly approves the issuance of the Bonds as contemplated by the Notice for the purpose of refinancing the Project for the Company. This approval is solely intended to comply with the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended, and shall not result in or impose any pecuniary liability upon or constitute a lien upon the property or a claim against the Fulton County, the State of Georgia, or a political subdivision thereof.

This \_\_\_\_ day of \_\_\_\_\_, 2021.

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

Approved as to form:

  
\_\_\_\_\_  
Attorney

**CERTIFICATION  
RELATIVE TO THE ISSUANCE OF  
DEVELOPMENT AUTHORITY OF FULTON COUNTY  
REFUNDING REVENUE BOND FINANCING  
(AMC CAMPUS PROJECT I, LLC)**

WHEREAS, the DEVELOPMENT AUTHORITY OF FULTON COUNTY (the "Issuer") is considering adoption of or has adopted a Resolution (the "Resolution") providing for the issuance of Development Authority of Fulton County Refunding Revenue Bonds (AMC Campus Project I, Project), Series 2021, in an amount not to exceed \$9,500,000 (the "Bonds"); and

WHEREAS, prior to the adoption of the Resolution, notice of public hearing (the "Notice") was published on April 12, 2021 on the website of the Issuer, as evidenced by the copy of Publisher's Affidavit including a copy of the Notice attached hereto as Exhibit "A". The Notice was designed to apprise residents of Fulton County of the proposed issuance of the Bonds by the Issuer and was published not less than 7 days before the scheduled date of the public hearing referred to in the Notice; and

WHEREAS, on April 26, 2021, a public hearing (the "Hearing") with regard to the issuance of the Bonds was held at 10:30 a.m. via teleconference in accordance with Revenue Procedure 2020-49 due to the COVID-19 pandemic. The Hearing was accessible to the residents of the approving governmental unit by calling a toll-free telephone number. The public was invited to join by dialing 1-888-897-5640 (Passcode: 405675#). The Hearing was conducted by the undersigned as authorized hearing officer for the Issuer in a manner that provided a reasonable opportunity to be heard for persons with differing views on both the issuance of the Bonds and the location and nature of the Project; and

WHEREAS, the names and addresses of all parties attending the Hearing, together with a summary of matters discussed at the Hearing, are set forth on the Hearing Report attached hereto as Exhibit "B"; and

WHEREAS, the documents involved in the proposed issuance of the Bonds have been approved by the attorney for the Issuer, as evidenced by an opinion letter attached hereto as Exhibit "C"; and

WHEREAS, a placement/investment letter relating to the contemplated placement or underwriting and sale of the Bonds, a copy of which is attached hereto as Exhibit "D", has been furnished to the Issuer, as required by procedures adopted by the Board of Commissioners of Fulton County;

WHEREAS, a Minority and Female Business Enterprise Policy ("MFBE") Utilization Report, a copy of which is attached hereto as Exhibit "E", has been furnished to the Issuer, as required by procedures adopted by the Board of Commissioners of Fulton County;

WHEREAS, a copy of the Issuer's Minority and Female Business Enterprise Policy is attached hereto as Exhibit "F", as required by procedures adopted by the Board of Commissioners of Fulton County;

NOW, THEREFORE, the undersigned does hereby certify the above facts are true and correct and does request the Board of Commissioners of Fulton County approve the issuance of the Development Authority of Fulton County Refunding Revenue Bonds (AMC Campus Project I, LLC Project), Series 2021, for the purpose of complying with Section 147(f) of the Internal Revenue Code of 1986.

Given under my hand and seal of the Issuer, this 26<sup>th</sup> day of April, 2021.

A handwritten signature in black ink, appearing to read 'LW Daniels', written over a horizontal line.

**LAUREN W. DANIELS**  
Hearing Officer, Development  
Authority of Fulton County

**EXHIBIT "A"**

**(PUBLISHER'S AFFIDAVIT)**


# TEFRA Notices

<https://www.developfultoncounty.com/> > [TEFRA Notices \(https://www.developfultoncounty.com/tefra-notices/\)](https://www.developfultoncounty.com/tefra-notices/)

## > Available TEFRA Notices

Below are all available TEFRA notices. Click "Download TEFRA Notice" beside a date to retrieve the file.


**WellStar Health System, Inc. (Date Posted: December 27, 2019)**

[Download TEFRA Notice](#) 

**TUFF CAUB LLC (Date Posted: January 25, 2021)**

[Download TEFRA Notice](#) 

**The Westminster Schools, Inc. (Date Posted: February 10, 2020)**

[Download TEFRA Notice](#) 

**Reserve at Hollywood LLC (Date Posted: February 22, 2021)**

[Download TEFRA Notice](#) 

**Reserve at Hollywood LLC (Date Posted: February 10, 2020)**

[Download TEFRA Notice](#) 

**Piedmont Healthcare, Inc. (Date Posted: August 14, 2019)**

[Download TEFRA Notice](#) 

**Holy Innocents' Episcopal School, Inc. (Date Posted: July 13, 2020)**

[Download TEFRA Notice](#) 

**Georgia Tech Facilities, Inc. (Date Posted: January 25, 2021)**

[Download TEFRA Notice](#) 




DEVELOPMENT AUTHORITY  
of **FULTON COUNTY**

Development Authority of Fulton County

141 Pryor Street S.W.

Suite 2052

Atlanta, Georgia 30303

Phone:  **404.612.8078** <tel:4046128078>

Fax: 404.612.3895

 Search

#### Quick Links

- [TEFRA Notices](#) [http://www.dafc.ga.gov/development/tefra-notices/](#)
- [Monthly Meetings](#) [http://www.dafc.ga.gov/](#)
- [Archived Minutes/Agendas](#) [http://www.dafc.ga.gov/](#)
- [FAQ](#) [http://www.dafc.ga.gov/faq/](#)
- [News | Newsletter](#) [http://www.dafc.ga.gov/news/](#)

NOTICE OF PUBLIC HEARING ON  
PROPOSED REVENUE BOND FINANCING BY THE  
DEVELOPMENT AUTHORITY OF FULTON COUNTY FOR THE BENEFIT OF  
AMC CAMPUS PROJECT I, LLC

YOU ARE HEREBY NOTIFIED that on the 26<sup>th</sup> day of April, 2021 at 10:30 a.m., the Development Authority of Fulton County (the "Issuer") will hold a public hearing via teleconference with respect to the issuance by the Issuer of up to \$9,500,000 in aggregate principal amount of its revenue bonds (the "Series 2021 Bonds"), the proceeds of which will be used to (a) refund all of the outstanding Development Authority of Fulton County Revenue Bonds (AMC Campus Project I, LLC Project), Series 2011 in the original principal amount of \$11,745,000 (the "Series 2011 Bonds") and (b) pay the costs of issuing the Series 2021 Bonds. The proceeds of the Series 2011 Bonds were used, among other things, to finance the cost of acquiring, constructing and equipping of a student activity center and related amenities, all located on the campus of Atlanta Metropolitan State College (the "College") and within the corporate limits of Fulton County, Georgia (the "Project"). The Project is located on the campus of the College at 1630 Metropolitan Parkway, S.W., Atlanta, Georgia 30310. Proceeds of the Series 2021 Bonds will be loaned to and used by AMC Campus Project I, LLC, a Georgia limited liability company (the "Company"), the sole member of which is Atlanta Metropolitan College Foundation, Inc., a Georgia nonprofit corporation, to be used for the purposes described above. The Company will continue to own the Project beginning on the date of issuance and delivery of the Series 2021 Bonds, and the Project is and will continue to be operated by the Board of Regents of the University System of Georgia for use by the College.

The Series 2021 Bonds will not constitute an indebtedness or obligation of the State of Georgia or of any county, municipal corporation or political subdivision thereof, but will be payable solely from revenues derived from the Company and pledged to the payment thereof.

The hearing will be held via teleconference in accordance with Revenue Procedure 2020-49 due to the COVID-19 pandemic and will be accessible to the residents of the approving governmental unit by dialing 1-888-897-5640 (Passcode: 405 675#). Any person interested in the proposed issuance of the Series 2021 Bonds to finance the costs of the Project and pay the costs described herein may join the meeting as instructed above and appear and be heard.

THE ISSUER WILL NOT CONDUCT A PERFORMANCE AUDIT OR PERFORMANCE REVIEW WITH RESPECT TO THE SERIES 2021 BONDS AS SUCH TERMS ARE DESCRIBED IN SECTION 36-82-100 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED.


DEVELOPMENT AUTHORITY OF FULTON COUNTY



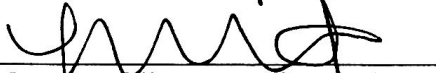
## AFFIDAVIT OF PUBLICATION

Personally appeared before the undersigned officer authorized to administer oaths, Sabrina Kirkland, who upon being duly sworn deposes and says as follows:

I am the Executive Assistant/Technology Associate of the *Development Authority of Fulton County*, a public body corporate and politic, duly created by the Development Authorities Law, O.C.G.A. § 36-62-1, *et seq.* and activated by resolution, as amended, of the governing body of Fulton County. Pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (26 C.F.R. § 1.147(f)-1 (2018)), public notice has been given by electronic posting on the public website of the *Development Authority of Fulton County*, the on-behalf-of issuer, as an alternative to the public website of the approving governmental unit. Attached hereto is a true and correct copy of the publication of the TEFRA Notice concerning AMC Campus Project I, LLC, which was published on the *Development Authority of Fulton County* website (<https://www.developfultoncounty.com/tefra-notices>) in an area of the website used to inform its residents about events affecting the residents on the following date: April 12, 2021.

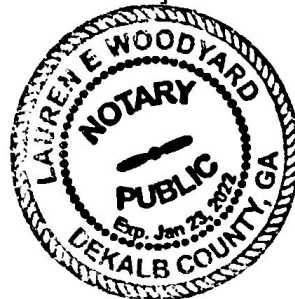
  
Print Name: Sabrina Kirkland

Sworn to and subscribed before me  
this 12<sup>th</sup> day of April, 2021.

  
Notary Public, State of Georgia

My commission expires: 01/23/2022

[NOTARY SEAL]



**EXHIBIT "B"**

**(HEARING REPORT)**

1. The names and addresses of all parties present for the Hearing are as follows:

No parties were in attendance.

2. The matters discussed at the Hearing are summarized as follows:

Because no parties were present at the Hearing, no matters were discussed.

**EXHIBIT "C"**

**(LETTER OF AUTHORITY ATTORNEY)**

Atlanta Office  
171 17th Street NW, Suite 2100  
Atlanta, GA 30363-1031  
Direct phone: 404.873.8124  
Direct fax: 404.873.8125

April 26, 2021

The Board of Commissioners  
of Fulton County  
Atlanta, Georgia

Development Authority of  
Fulton County  
Atlanta, Georgia

Dear Sir or Madam:

We are delivering this opinion in compliance with the requirements of the Chairman of the Fulton County Commission relative to approval of financing.

This opinion is to accompany the approval of the Issuer and Financing described as follows:

Issuer:	Development Authority of Fulton County
Financing:	Refunding Revenue Bonds in the aggregate principal amount not to exceed \$9,500,000 (the "Bonds")
Borrower:	AMC Campus Project I, LLC
Project:	to (a) refund all of the outstanding Development Authority of Fulton County Revenue Bonds (AMC Campus I, LLC Project), Series 2011 in the original principal amount of \$11,745,000, the proceeds of which were used to finance the cost of acquiring, constructing and equipping of a student activity center and related amenities, all located on the campus of Atlanta Metropolitan State College and within the corporate limits of Fulton County, Georgia and (b) paying the costs of issuing the Bonds.

Public hearing was held before the Development Authority of Fulton County on April 26, 2021, pursuant to an advertisement appearing on the website of the Development Authority of Fulton County on April 12, 2021.

April 26, 2021

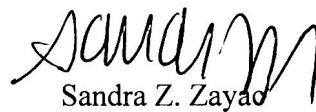
Page 2

In rendering this opinion, with your permission, we have relied conclusively on representations of the representatives of the Issuer, the Borrower, or both as to the correctness of the information set forth above.

Based on the foregoing, we are of the opinion that the Issuer is authorized under the laws of the State of Georgia to issue its revenue bonds to finance projects of the type and nature described hereinabove pursuant to Article IX, Section VI, Paragraph III, of the Constitution of Georgia of 1983, as amended, the Development Authorities Law (O.C.G.A. 36-62-1 et seq.) and the Revenue Bond Law (O.C.G.A. 36-82-60 et seq.).

This opinion relates solely to the application relating to the Financing identified above as submitted by or on behalf of the Borrower to the Issuer, and is rendered solely to the parties to whom it is addressed. This opinion is not to be used for any other purpose, quoted in whole or in part, relied upon by or delivered to any other person or party.

Sincerely,



Sandra Z. Zayao

SZZ  
Enclosures

**EXHIBIT “D”**

**(Placement/Investment Letter)**



April 1, 2021

Development Authority of Fulton County  
c/o Sandra Zayac  
Arnall Golden Gregory LLP  
171 17<sup>th</sup> Street NW, Suite 2100  
Atlanta, Georgia 30363

RE: Development Authority of Fulton County, Georgia – Refunding Revenue Bonds  
(AMC Campus Project I, LLC Project), Series 2021 (the “Bonds”)

To Whom It May Concern:

PNC Capital Markets LLC (“PNCCM”) has been engaged as underwriter for the proposed issuance of the Bonds in an amount not to exceed \$9,500,000 and we understand that this Letter of Intent is a required component of the Development Authority of Fulton County (“DAFC”) application process.

I am pleased to advise you that, subject to the terms and conditions set forth herein, PNCCM hereby expresses its intent to serve as underwriter for the proposed bond financing for the benefit of AMC Campus Project I, LLC (“Borrower”) anticipated to be issued by DAFC.

While PNCCM is currently expected to purchase the Bonds, a commitment to purchase the Bonds is subject to review of the appropriate documentation, satisfactory due diligence, delivery of requisite opinions and certifications in a form reasonably acceptable to us, and execution of a bond purchase agreement to be executed by and among DAFC, the Borrower, and PNCCM.

If you should have any questions or require additional information, please don’t hesitate to contact me at (215) 585-1085.

Sincerely,

A handwritten signature in dark ink, appearing to read "JL", written over a horizontal line.

Name: James Lanham  
Title: Director

PNC Capital Markets LLC  
Member of The PNC Financial Services Group  
1990 East Ninth Street, 21<sup>st</sup> Floor, Cleveland, OH 44114  
[www.pnc.com](http://www.pnc.com)

*Products and services are offered through PNC Capital Markets LLC, a registered broker dealer, member FINRA and SIPC a subsidiary of PNC Financial Services Group. Investment and Insurance. Not FDIC Insured. No Bank or Federal Government Guarantee. May Lose Value.*

## **MUNICIPAL ADVISOR AND G-17 DISCLOSURE**

PNC Capital Markets LLC ("PNCCM") is providing the information contained in this document for discussion purposes only in anticipation of serving as an underwriter to the issuer to whom this document is addressed. The information provided herein is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934, as amended ("Exchange Act"), unless such advice is provided (i) within the scope of an underwriting of an issuance of municipal securities for which PNCCM is acting or seeking to act as underwriter, (ii) to an issuer that is separately advised by an independent registered municipal advisor, pursuant to the requirements of Exchange Act Rule 15Ba1-1(d)(3)(vi), or (iii) in response to a written or oral request for proposals or qualifications. PNCCM is not acting as a municipal advisor, and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Exchange Act, with respect to this communication or any related municipal financial product or issuance of municipal securities.

The following disclosures are required by Municipal Securities Rulemaking Board ("MSRB") Rule G-17, as PNCCM proposes to serve as an underwriter, and not as a financial advisor, municipal advisor or fiduciary to any person or entity, in connection with the issuance and sale of securities for the issuer to whom this is addressed: (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors. (ii) An underwriter's primary role is to purchase securities with a view to distribution in an arm's-length commercial transaction with an issuer, and an underwriter has financial and other interests that differ from those of such an issuer. (iii) Unlike a municipal advisor, an underwriter does not have a fiduciary duty to an issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of that issuer without regard to its own financial or other interests. (iv) An underwriter has a duty to purchase securities from an issuer at a fair and reasonable price, but must balance that duty with its duty to sell those securities to investors at prices that are fair and reasonable. (v) An underwriter will review the official statement, if any, for those securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction. (vi) The issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the issuer's interests in the transaction.

## **STANDARD DISCLOSURE**

PNC Capital Markets LLC ("PNCCM"), member FINRA and SIPC, is a wholly owned subsidiary of The PNC Financial Services Group, Inc. ("PNC") and affiliate of PNC Bank, National Association ("PNC Bank"). PNCCM is not a bank or thrift, but rather, it is a separate and distinct corporate entity from its bank affiliate.

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PNC Capital Markets is the marketing name used for investment banking and capital markets activities conducted by PNC through its subsidiaries PNC Bank and PNCCM. Securities underwriting, sales and trading services are provided by PNCCM. Foreign exchange and derivative products are obligations of PNC Bank.

**PNC Capital Markets LLC**  
Member of The PNC Financial Services Group  
1900 East Ninth Street, 21<sup>st</sup> Floor, Cleveland, OH 44114  
www.pnc.com

*Products and services are offered through PNC Capital Markets LLC, a registered broker dealer, member FINRA and SIPC a subsidiary of PNC Financial Services Group. Investment and Insurance. Not FDIC Insured. No Bank or Federal Government Guarantee. May Lose Value.*



**EXHIBIT “E”**

**(Minority and Female Business Enterprise Policy Utilization Report of Company)**

### BORROWER'S MFBE UTILIZATION REPORT

This report must be submitted at the earlier of the date of TEFRA approval or final bond resolution, and thereafter, updated reports must be submitted on a quarterly basis, beginning with the first full quarter following the date of final bond resolution, to be received by the tenth day following the last day of the relevant quarter. The report should be mailed/mailed to: Development Authority of Fulton County, 141 Pryor Street, S.W., Suite 2052 (Peachtree Level), Atlanta, Georgia 30303 (sandra.zayac@agg.com). Upon the first submission of this report, please attach a copy of the Borrower's policy on hiring of minorities and females or the Prime Contractor's policy on the utilization of minority and female-owned businesses, as applicable. Please complete the report with "N/A - not applicable for refunding transactions" or mark "Not yet engaged" if contractors or subcontractors have not yet been retained.

<b>REPORTING PERIOD</b>		<b>PROJECT NAME:</b>	Atlanta Metropolitan State College Student Center Refunding Bonds
<b>FROM:</b>	April 1, 2021	<b>BOND CAPTION:</b>	Development Authority of Fulton County Refunding Revenue Bonds (AMC Campus Project I, LLC Project), Series 2021
<b>TO:</b>	June 30, 2021	<b>PROJECT ADDRESS:</b>	1630 Metropolitan Parkway, S.W., Atlanta, GA 30310

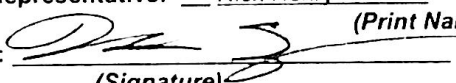
PRIME CONTRACTOR (Identify if MFBE)		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period
Name:	N/A - not applicable for refunding transactions				
Address:					
Telephone #:					

AMOUNT OF REQUISITION THIS PERIOD: \$ \_\_\_\_\_  
 TOTAL AMOUNT REQUISITION TO DATE: \$ \_\_\_\_\_

#### SUBCONTRACTOR or VENDOR UTILIZATION (for equipping of Project or acquisition of personal property)

Continue on additional page if necessary

Name of Sub-Contractor or Vendor (Identify if MFBE)	Description of Work or Goods Purchased	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period	
					Starting Date	Ending Date
N/A - not applicable for refunding transactions						
TOTALS						

Borrower's Representative: Nick Henry  
 Executed By:  (Print Name)  
 (Signature)

Title: Interim Vice President for Fiscal Affairs,  
Atlanta Metropolitan State College

Date: 4/5/2021

Address: 1630 Metropolitan Parkway, S.W., Atlanta, GA 30310

Phone: (706) 272-4418

Email: nhenry@atlm.edu

## **EXHIBIT "F"**

### **(Copy of Authority's Minority and Female Business Enterprise Policy Revisions Adopted April 22, 2008)**

It is the policy of the Development Authority of Fulton County that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. The Company shall utilize contractors, subcontractors, suppliers and vendors that do not discriminate against employees or employment applicants because of race, color, gender or national origin, in connection with the development of the Project. The Company shall also make a good faith effort to utilize, to the extent feasible and reasonable under the circumstances, minority or female owned enterprises in connection with the development of the Project. In furtherance of this effort, the Company shall furnish to the Authority, at or before the earlier of the date of submission of TEFRA approval documentation, if applicable, or of the final bond resolution, a written report (i) projecting its utilization of minority and female owned business enterprises in connection with the construction and/or equipping of the proposed Project, (ii) identifying all significant contractors, subcontractors, suppliers, or vendors engaged or utilized to date in connection with the development of the Project, and (iii) specifically identifying all minority or female owned contractors, subcontractors, suppliers or vendors engaged or utilized to date. The report shall also identify a Company representative who will be responsible for future contact and information regarding minority and female owned business enterprise utilization in connection with Project construction and/or acquisition of personal property in conjunction with the Project. In addition to the aforementioned initial written report, the Company shall file updated reports with the Authority on a quarterly basis, beginning with the first full quarter following the date of final bond resolution and continuing through the date of completion of the Project. The Company shall also consent to on-site monitoring visits by the Authority to evaluate compliance with the Policy.





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 21-0320

**Meeting Date:** 5/5/2021

### Department

Department of Real Estate and Asset Management

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

Resolution approving a Pole Attachment Agreement, Addendum to Pole Attachment Agreement and Banner to Pole Attachment Agreement between Fulton County, Georgia and the Georgia Power Company, for the purpose of installing police video surveillance equipment and other Fulton County Banners on utility service poles; authorizing the Chairman to execute each agreement and related documents; authorizing the County Attorney to approve each agreement and related documents as to form and to make necessary modifications thereof prior to execution; and for other purposes.

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

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

### Strategic Priority Area related to this item *(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 approval of the Fulton County Board of Commissioners is being requested by the

Fulton County Police Department to execute three agreements with the Georgia Power Company (GPC) for the purpose of installing police video surveillance equipment and allowing County-wide departments to attach banners on GPC utility service poles within unincorporated and incorporated Fulton County.

If approved, the Fulton County Police Department will have GPC's permission to install video cameras and the County generally will have permission to install banners on GPC's utility service poles within Fulton County. The benefits for the Fulton County Police Department with this arrangement include:

- Expansion of coverage areas by utilizing state-of-the-art specialized security cameras that have the ability to record panoramic views, pan-tilt-zoom, read license plates and capture actions in low light with infrared or thermal capabilities.
- Recorded footage that can be helpful not just in identifying potential suspects, but also throughout the legal process.

The County will benefit generally by GPC permitting it to install banners on the poles with a variety of messages.

In accordance with Fulton County Policy the approval of the Fulton County Board of Commissioner's is required prior to executing all contractual agreements in which the County is a party to the agreement.

**Community Impact:** Approval will allow a police video presence at targeted locations within Fulton County that are necessary to assist with daily police operations for the purpose of reducing crime and solving crimes when committed.

**Department Recommendation:** In cooperation with the Police Department, the Department of Real Estate and Asset Management recommends approval to execute (3) three agreements with GPC that are required prior to Fulton County be granting permission to make attachments to GPC's utility service poles.

**Project Implications:** The execution of the Pole Attachment Agreement, Addendum to Pole Attachment Agreement and Banner to Pole Attachment Agreement will allow police services to implement its crime prevention initiative intended to improve the quality of live for residents and visitors to Fulton County.

**Community Issues/Concerns:** There have been no issues/concerns raised or presented to the Department by constituents or clients concerning this agenda item.

**Department Issues/Concerns:** None

**Addendum for**  
**Attachment of Banners and Seasonal Decorations**  
to the  
Governmental Pole Attachment License Agreement  
Between  
Georgia Power Company  
and  
Fulton County Board of Commissioners

WHEREAS, Georgia Power Company (hereinafter “Georgia Power”) and Fulton County, Georgia (hereinafter “Licensee”) have entered into a Pole Attachment License Agreement, dated \_\_\_\_\_ (hereinafter the “Agreement”); and

WHEREAS, Georgia Power and Licensee mutually desire to expand the scope of the Agreement to allow for the Attachment of Banners and Seasonal Decorations to the Poles of Georgia Power;

NOW THEREFORE, in consideration of mutual promises contained herein, Georgia Power and Licensee enter into this Addendum for the Attachment of Banners and Seasonal Decorations (the “Addendum”) and agree as follows:

1. The terms and conditions of the Agreement shall govern this Addendum, except as explicitly stated herein.
2. “Banners” shall mean a sign that is not made of rigid material nor enclosed in a rigid frame so as to allow movement, and that is mounted to a Pole, along with all the equipment required to accommodate the installation of said sign. All Banners must comply with Georgia Power’s specifications.
3. “Seasonal Decorations” include natural or artificial evergreens, ornaments, lanterns, artificial candles, figurines and the like, which may be illuminated or otherwise electrified, along with all the equipment required to accommodate the installation of said items. Seasonal Decorations do not include any form of wireline or wireless communications device, signs, commercial advertising or messages, political advertising or messages, pole-to-pole banners or fixtures, street-crossing banners or fixtures, open flames of any type, or any other fixture of whatever type, size or character that Georgia Power, in its sole discretion, shall prohibit or refuse to allow to be placed on its Poles. All Seasonal Decorations must comply with Georgia Power’s specifications.
4. Licensee may not affix Banners or Seasonal Decoration to any Pole until Licensee requests and receives written permission from Georgia Power, using the form attached hereto as Exhibit A, “Banner and Seasonal Decoration Permit Application.” Georgia Power may deny any such request in its sole discretion, and nothing in this Addendum shall be construed to require Georgia Power to approve any request under any circumstances. Such request(s) for permission to attach Banners and Seasonal Decorations shall include information as to the number of Poles Licensee plans to attach to, a description of the Banner or Seasonal Decoration to be attached, and the duration of the Banner or Seasonal Decoration display. All such requests shall be submitted to:

Georgia Power Company  
Attn: Joint Use Coordinator  
241 Ralph McGill Boulevard, N. E.  
Bin 10140  
Atlanta, GA 30308-3374  
Email: jdwilson@southernco.com  
Facsimile: 404-506-2925



5. Licensee's Banners and Seasonal Decorations must be located in a space designated by Georgia Power. The Banners and Seasonal Decorations must comply with all Legal Requirements, including, but not limited to, separation and clearance requirements and all Georgia Power construction standards and requirements. Licensee's Banners and Seasonal Decorations must not interfere with or obstruct any other party's equipment on a Pole.

6. Licensee shall remove all of its Banners and Seasonal Decorations from Georgia Power's Poles no later than 10 days after the date specified in Licensee's Banner and Seasonal Decoration Permit Application. Licensee shall give written notice to Georgia Power upon removal of any Banners or Seasonal Decorations. If Licensee does not immediately so remove all such Banners and Seasonal Decorations, then Georgia Power shall be entitled to remove any remaining Banners or Seasonal Decorations at Licensee's sole cost and expense and without any liability therefor. Georgia Power may, in its discretion, arrange for Licensee to leave on Georgia Power's Poles some or all equipment necessary to accommodate the installation of any Banner or Seasonal Attachment removed under this Section 6.

7. In the event that any of Licensee's Seasonal Decorations require electric power, Georgia Power's written approval shall describe the manner in which such Seasonal Decorations must be connected to sources of power on Georgia Power's Distribution Pole(s). The Seasonal Decorations that require electric power shall be connected to Georgia Power's electric power distribution system present on the Pole on which the Seasonal Decoration is located and shall not draw on any other power source. Electric power to Licensee's Seasonal Decorations shall be billed based on an estimated energy use of the Seasonal Decoration for the duration of the display. Georgia Power shall invoice Licensee for the estimated amount of energy used, and Licensee agrees to pay Georgia Power for such power within a reasonable time of receipt of said invoice.

*(Signatures Commence on Next Page)*

AGREED TO AND EFFECTIVE, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by:

**LICENSEE:**

*Adopted at \_\_\_\_\_, Georgia this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.*

**FULTON COUNTY, GEORGIA**

By: \_\_\_\_\_  
Title: Chairperson  
Fulton County Board of Commissioners

Attest:

\_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

Entered upon the Minutes, Minute Book \_\_\_\_\_, Page \_\_\_\_\_.

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Office of the County Attorney

**GPC:**

**GEORGIA POWER COMPANY**

By: \_\_\_\_\_(SEAL)  
Glen Grizzle, Power Delivery Senior Vice President  
Date: \_\_\_\_\_

**EXHIBIT A**  
**Banner and Seasonal Decoration Permit Application**

---

Name of Licensee

---

Mailing Address

---

City

State

Zip Code

Number of Poles to Attach Banners or Seasonal Decorations: \_\_\_\_\_.

Location of Poles (sketch attached hereto as Exhibit "B"):

---

---

Description of Displayer's Banners or Seasonal Decorations (visual description attached hereto as Exhibit "C"): \_\_\_\_\_

---

---

Duration of Display: \_\_\_\_\_

**EXHIBIT B**  
**Pole Description**

**EXHIBIT C**  
**Visual Banner or Seasonal Decoration Description**

# **Governmental Pole Attachment License Agreement**

Between  
Georgia Power Company  
and  
Fulton County Board of Commissioners

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**POLE ATTACHMENT LICENSE AGREEMENT**  
**GOVERNMENT USE**

THIS POLE ATTACHMENT LICENSE AGREEMENT (“Agreement”) is made between **GEORGIA POWER COMPANY** (hereinafter “GPC”) and **FULTON COUNTY, GEORGIA**, (“Licensee”), and is subject to the following terms and conditions:

**1. DEFINITIONS:**

A. “Attachments” means all cables, wires, power supply equipment and cameras, traffic control equipment and hardware, and all associated hardware and equipment reasonably necessary for the attachment of said cables, wires, power supply equipment, traffic control equipment, and cameras, owned and/or utilized by Licensee that now or in the future occupy any Pole, including any Overlashing, and shall not include access to any duct, conduit or right-of-way owned by GPC, which may in GPC’s sole discretion be made available under a separate Master Conduit License Agreement or other appropriate contract.

B. “Effective Date” means the date on which GPC makes written acceptance of Licensee’s signed copy of this Agreement.

C. “FCC” means Federal Communications Commission.

D. “ILEC” means an incumbent local exchange carrier as defined in 47 U.S.C. § 251(h).

E. “Inherent Dangers” means the transmission/distribution of electrical energy involves the handling of a natural force that, when uncontrolled, is inherently hazardous to life and property. Due to the nature of any work to be performed, other hazardous or dangerous conditions (not necessarily related to the inherent danger of electricity) may also be involved in performing work on Poles, including but not limited to the following dangers: physically tripping, falling objects from work being performed overhead, working on scaffolding, electric wiring, hot metal surfaces, flash burns from welding, use of heavy equipment (e.g., mobile and stationary cranes and hoists, trucks and other equipment normally used in heavy construction and hauling), and possible hazardous materials, substances and chemicals, including the presence of asbestos, polychlorinated biphenyl (PCB), solvents, lead paint and arsenic.

F. “Inspection” means any inspection to determine if an Attachment or work being performed by Licensee or its contractors thereon is in compliance with Legal Requirements and the terms of this Agreement.

G. “Joint User” means any public utility, governmental body or other entity that owns poles to which GPC has extended or may hereafter extend joint use privileges whereby GPC and such party may affix their equipment to each other’s poles.

H. “Legal Requirements” means all applicable statutes, laws, rules, codes, ordinances, regulations, decisions, orders, decrees, policies, guidance, directives or common law of any Federal, state, local or other governmental body, authority or entity with jurisdiction over the subject matter of this Agreement, contract performance or the applicable party (including any judicial or administrative interpretation), that: (1) are: (a) in effect on the Effective Date; or (b)



imposed during the term of this Agreement; and (2) which in any manner affect the subject matter of this Agreement, contract performance or this Agreement, including without limitation the NESC and any other applicable safety codes and regulations.

I. “Make-Ready Project Manager” means Candler Ginn or his successor.

J. “Make-Ready Work” means all work, as reasonably determined by GPC, required to accommodate an Attachment and to comply with Legal Requirements, including but not limited to rearrangements, increasing the load bearing ability of a Pole and/or the transfer or replacement of a Pole and other reasonable requirements of GPC. Make-Ready Work also includes but is not limited to Inspections, engineering, permitting and construction.

K. “NESC” means the National Electrical Safety Code.

L. “NJUNS” means the National Joint Utilities Notification System.

M. “Overlashing” means the tying, draping, twisting, wrapping or otherwise attaching of fiber optic cable, coaxial cable or other wires over or around other host cables or wires attached to a Pole.

N. “Point of Attachment” means the approved point of attachment for an Attachment, as designated by GPC.

O. “Pole” means a GPC distribution pole.

P. “Pole Attachment Count” means a count of Licensee’s Attachments.

Q. “PSC” means the Georgia Public Service Commission.

R. “RF” means Radio Frequency.

S. “Transmission Facility” means any of GPC’s electric supply lines and support structures operated at or above 69 kilovolts (kV).

2. **TERM:** This Agreement shall be effective as of the Effective Date and shall remain in full force and effect until terminated in accordance with the provisions of this Agreement. Either party may terminate this Agreement upon one hundred eighty (180) days’ prior written notice. Each license granted hereunder shall continue in effect until the first to occur of the following: (i) Licensee notifies GPC in writing that it is removing the Attachment allowed under such license; (ii) GPC terminates such license pursuant to the terms of this Agreement; or (iii) this Agreement terminates.

### 3. **LICENSE:**

A. **Application.** Prior to affixing any Attachment, Licensee shall request approval on a form to be provided upon request by the Make-Ready Project Manager. Licensee shall submit reasonably sufficient data (including without limitation sag, tension, design and loading data) for such Attachment, in form prescribed by GPC, such that GPC can ascertain whether Licensee’s

construction plan complies with the requirements set forth in such data and applicable industry standards.

**B. Permission.** GPC shall approve or deny the application, in its sole discretion, within forty-five (45) days of receipt thereof, and may do so via electronic means, including NJUNS. After approval of an Attachment, GPC will perform Make-Ready Work and issue a conditional permit in accordance with Section 7 hereinbelow. Licensee shall not affix an Attachment until receipt of said permit. Notwithstanding the foregoing, each Attachment in place on the Effective Date that has been approved in writing by GPC is hereby granted a separate license to be governed by this Agreement.

**C. Attachment Rate.** To the extent permitted by applicable statutes and regulations, GPC hereby waives the right to collect a rental fee for any Attachment approved by GPC pursuant to this Agreement, provided, however, that Licensee shall not change the type or use of such Attachment as approved.

**D. Service Drops.** Licensee shall not place a service drop unless and until it has received prior written permission from GPC.

**E. Removal.**

i. Licensee must promptly notify GPC in writing when Licensee removes an Attachment. Licensee will continue to be responsible for any rental fees for removed Attachments until GPC receives written notice of removal.

ii. Upon notice from GPC that it requires use of any Attachment space (which notice shall include an estimate of the costs GPC would incur in expanding capacity necessary to accommodate both the Attachment and GPC's core utility service), Licensee shall, within thirty (30) days of receiving such notice, either remove the Attachment or pay GPC's cost of expanding capacity necessary to accommodate both the Attachment and GPC's core utility service. If Licensee shall fail to do so, GPC shall be permitted to, at its option, either remove the Attachment, or increase capacity to accommodate GPC's core utility service, and Licensee shall reimburse GPC for all reasonable costs incurred for same.

iii. Upon notice from GPC that it is abandoning a Pole, Licensee shall, within thirty (30) days of receiving such notice, remove its Attachments from said Pole. In the event that Licensee fails to do so, GPC shall have the right to remove or cause to be removed any such Attachments and Licensee shall reimburse GPC for all reasonable costs incurred for same.

iv. Licensee shall remove an Attachment no later than thirty (30) days following termination of the applicable license and/or this Agreement. Notwithstanding anything herein to the contrary, Licensee shall remove any unauthorized or unapproved Attachment promptly upon notice from GPC.

**4. RESTRICTIONS ON USE:**

**A. Purpose.** Licensee is a governmental entity and will affix Attachments for the sole purpose of internally conducting government business, which shall not include providing services

for a profit. Licensee shall not affix Attachments for the purpose of providing wireless internet service to the public, nor shall Licensee affix any Attachments that would be subject to the mandatory access requirements of 47 U.S.C. § 224(f).

**B. Change in Type or Use.** Licensee will not make any change to the type or use of its Attachments without prior written approval from GPC.

**C. Cameras.** Licensee shall limit the use of camera Attachments to lawful crime prevention and investigation. When required by a Legal Requirement, Licensee shall obtain any necessary authority or order from a court with appropriate jurisdiction and provide GPC with a copy of same prior to Licensee's use of any camera.

**D. Wireless.** Licensee shall not affix any wireless Attachments unless and until it has entered into a separate wireless addendum to this Agreement, the form of which the Make-Ready Project Manager will provide upon request by Licensee; and Licensee shall only affix wireless Attachments in accordance with said addendum.

**5. RIGHTS-OF-WAY AND EASEMENTS:** GPC does not warrant the extent of its rights-of-way or easements. Licensee shall be responsible for obtaining any real property rights necessary for Attachments on a Pole. If GPC determines that Licensee's use of a Pole is not permitted or is prohibited by the underlying property owner, Licensee shall, upon notice from GPC, promptly remove its Attachments from such Pole.

**6. OVERLASHING:** Licensee must obtain written approval from GPC prior to Overlashing. Each request for approval must state the intended use of the Overlashing and must include a certification by Licensee that the Overlashing will be in compliance with the NESC and include reasonably sufficient data (including without limitation sag, tension, design and loading data) for such Overlashing, in form prescribed by GPC, such that GPC can ascertain whether Licensee's construction plan complies with the requirements set forth in such data and applicable industry standards.

**7. MAKE-READY WORK:**

**A. Who May Perform.** Only GPC and its contractors are authorized to perform Make-Ready Work, provided, however, that Licensee shall be permitted to rearrange its own existing Attachments. Licensee shall never work on or impact another party's attachments, except where such party has given Licensee written approval to perform such work. All Make-Ready Work shall be performed in accordance with all Legal Requirements.

**B. Payment.** For an approved Attachment, GPC shall provide Licensee with an engineering survey and the estimated cost of Make-Ready Work within fourteen (14) days of conditional approval of the Licensee's permit. The engineering survey will depict the Point of Attachment. The estimate will remain valid for fourteen (14) days following notification. Upon receipt of Licensee's written acceptance of the estimated cost, GPC will invoice Licensee for the estimated cost. Make-Ready Work will not begin until GPC receives full payment of the estimated cost, which Licensee shall pay to GPC within thirty (30) days of the invoice date. If the actual cost exceeds the estimated cost, GPC will invoice Licensee for the excess cost and Licensee shall pay the excess costs to GPC within thirty (30) days of the invoice date. If the actual cost is less than

the amount tendered, GPC will refund the excess payment amount. The total cost for Make-Ready Work shall include any and all costs incurred by GPC in connection with the Make-Ready Work.

**C. Location.** Attachments must be placed at the Point of Attachment and must not interfere with any other party's equipment on the Pole. The Attachment space for wire Attachments is six (6) inches above and below the Point of Attachment. The Attachment space for wireless Attachments will be determined by GPC by the space occupied by such Attachments. Licensee shall not use a GPC anchor or affix or attempt to affix an Attachment to a Transmission Facility without the express written approval of GPC.

**D. Affixing.** Following completion of Make-Ready Work, GPC will issue a conditional permit to Licensee to affix its Attachment. The Attachment must be affixed and any related construction work completed within one hundred twenty (120) days of permit issuance. Licensee will notify GPC in writing at least three (3) business days prior to starting work on the Attachment and within three (3) business days of completing same. GPC or its contractors will perform an Inspection. In the event that GPC determines that an Attachment or any work thereon fails to comply with any Legal Requirements or the terms of this Agreement, GPC will so notify Licensee and Licensee shall make any necessary repairs or corrections within thirty (30) days thereafter, or immediately if the violation creates a danger to persons or property. GPC or its contractors will then perform further Inspections as necessary until it determines that Licensee is in compliance with all Legal Requirements and the terms of this Agreement.

## **8. SAFETY COMPLIANCE:**

**A.** Licensee shall only use persons to perform work on Poles who are qualified by the education and experience necessary to provide high quality performance of work on Poles and who possess each license, registration, certification or other qualification required by any Legal Requirements to perform any work contemplated by this Agreement to be performed by Licensee or its contractors. Such persons must exercise that degree of skill and care required by the highest level of accepted professional standards with respect to performing work on Poles and shall have been properly trained on the hazards as set forth in 19 C.F.R. § 1910, Subpart S and § 1910.269. Licensee is solely responsible for assuring such persons have the necessary qualifications, expertise and safety training.

**B.** Before any person has performed any work contemplated by this Agreement by, through or for Licensee on or near any facilities of GPC, Licensee must adequately instruct and warn such person concerning the hazards and Inherent Dangers associated with performing work on Poles, including without limitation the danger inherent in making contact with GPC's electrical conductors and of coming closer to such conductors than is permitted by the NESC or by regulations of the Occupational Safety and Health Administration.

**C.** Licensee shall ensure that all Attachments and any equipment and work in connection therewith are in compliance with all Legal Requirements, including but not limited to separation and clearance requirements. Licensee shall use its best efforts to correct any safety violations that are the responsibility of Licensee within thirty (30) days of Licensee having knowledge of same, except for violations creating a danger to persons or property, which must be corrected immediately upon discovery.

**9. TRANSFER AND REARRANGMENT:**

A. Licensee may authorize GPC to transfer its Attachments when necessary due to a relocation or replacement of a Pole, at Licensee's expense and in accordance with the terms and conditions set forth on **Exhibit A** attached hereto, incorporated herein by reference and made a part hereof, by executing **Exhibit A**.

B. In the event that an Attachment must be rearranged or transferred in order to accommodate another party requesting to attach, GPC, its contractors or the party requesting to attach shall be permitted to rearrange or transfer Licensee's Attachment if Licensee has failed to do so within thirty (30) days of notice from Licensor, or such other time period as may be required by applicable Legal Requirements.

**10. POLE ATTACHMENT COUNTS:** GPC shall not charge Licensee for any Pole Attachment Count for Attachments that are both (a) validly permitted under and in compliance with this Agreement and (b) not subject to the mandatory access requirements of 47 U.S.C. § 224(f).

**11. PAST DUE PAYMENTS:** In addition to any other right or remedy available to GPC, if Licensee fails to make any payment under this Agreement within thirty (30) days after it becomes due and payable, then Licensee will pay interest thereon at a rate equal to the lesser of one and one-half percent (1.5%) per month or the highest rate permitted by law. GPC will apply all payments to interest first and then to principal in the order in which it has become due. To the extent allowed by Georgia law, Licensee will reimburse GPC for all expenses that GPC incurs in connection with collection of any past due payment, including without limitation legal fees.

**12. INSURANCE:** Licensee shall procure and maintain insurance to protect it and GPC against claims for damage to property and bodily injury or the death of persons in the amount of \$1,000,000 for damages arising from one occurrence and \$1,000,000 for aggregate claims. Licensee shall also carry insurance sufficient to cover claims under workmen's compensation laws for Licensee's operations within GPC's service area. All such insurance shall be kept in force by Licensee for the life of this Agreement and the company or companies issuing such insurance shall be subject to the reasonable approval of GPC. GPC shall be named an additional insured under Licensee's liability insurance policy and the policy must state that the insurance company is waiving any right of subrogation against GPC. Licensee shall furnish to GPC a certificate showing the issuance of such insurance and the insurance company's agreement that it will not cancel, terminate, or change its policy except after thirty (30) days' prior written notice to GPC. Licensee's failure to maintain insurance coverage as required by this Agreement shall be deemed a material breach and Licensee's rights to affix Attachments shall be suspended until Licensee is in full compliance with the foregoing insurance requirements. Notwithstanding the foregoing, Licensee shall be permitted to self-fund the insurance requirements set forth in this Agreement.

**13. RELEASE AND LIMITATION OF LIABILITY:** TO THE EXTENT ALLOWED BY GEORGIA LAW, LICENSEE ACKNOWLEDGES AND AGREES THAT GPC'S LIABILITY FOR DAMAGES TO PROPERTY, BODILY INJURY OR DEATH TO ANY PERSON SHALL BE LIMITED SOLELY TO ACTS AND OMISSIONS CAUSED BY GPC'S NEGLIGENCE, AND HEREBY AGREES TO AND RELEASES GPC FROM ANY AND ALL LIABILITY FOR

DAMAGES TO PROPERTY, BODILY INJURY OR DEATH TO ANY PERSON EXCEPT TO THE EXTENT CAUSED BY GPC'S NEGLIGENCE. LICENSEE FURTHER AGREES THAT, TO THE EXTENT ALLOWED BY GEORGIA LAW, GPC SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND. NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER OF THE COUNTY'S SOVEREIGN IMMUNITY OR ANY GOVERNMENTAL IMMUNITY THAT MAY BE AVAILABLE TO ITS OFFICIALS, OFFICERS, EMPLOYEES, OR AGENTS.

**14. WARRANTY EXCLUSIONS:** GPC, ITS AFFILIATES, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS MAKE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE REGARDING THE CONDITION OF ANY POLE OR ANY SERVICE MADE AVAILABLE TO LICENSEE UNDER THIS AGREEMENT OR ANY WORK PERFORMED BY GPC, ITS AFFILIATES, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS. NO APPROVAL TO AFFIX AN ATTACHMENT SHALL CONSTITUTE A GUARANTEE OR REPRESENTATION THAT ADEQUATE SPACE EXISTS FOR SUCH ATTACHMENT ON ANY POLE AT THAT TIME OR IN THE FUTURE.

**15. REPAIR AND OTHER WORK PERFORMED BY GPC:** In the event that GPC makes repairs or performs any work, other than transfers and rearrangements pursuant to Section 9(A) and Exhibit A to this agreement, to a Pole on which Licensee has an Attachment, GPC will bill Licensee for the actual costs of any portion of said repairs or other work that directly benefit Licensee, as determined by GPC, and Licensee shall make payment to GPC within thirty (30) days of the date of invoice. In the event GPC determines that any work or repairs (including but not limited to removal of Attachments) are necessary because of a violation by Licensee of this Agreement or because of an attachment by Licensee that is not in compliance with this Agreement, GPC or its contractors shall be entitled to perform such work or repairs. Licensee shall be responsible for the full cost of such work or repairs and shall make payment to GPC within thirty (30) days of the date of invoice for same.

**16. NOTICE:** All notices regarding the affixing, maintenance or removal of an Attachment shall be sent electronically using NJUNS. All other notices shall be sent by electronic mail, facsimile or in written form delivered either personally or by mail, courier or similar reliable means of dispatch to the following address:

GPC:

Georgia Power Company  
Attn: Joint Use Coordinator  
241 Ralph McGill Boulevard, N. E.  
Bin 20030  
Atlanta, GA 30308-3374  
Email: jdwilson@southernco.com

Facsimile: 404-506-2925

**For permit applications:**

Georgia Power Company  
Attn: Make-Ready Project Manager  
829 Jefferson Street  
Atlanta, GA 30318

Licensee:

Fulton County Board of Commissioners  
Attn: County Manager  
141 Pryor Street, SW  
Suite 10061  
Atlanta, GA 30303

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

Fulton County Land Division  
Attn: Land Administrator  
141 Pryor Street, SW  
Suite 8021  
Atlanta, GA 30303

**17. MARKING OF OVERHEAD CABLES:** Licensee shall mark all of its overhead cables attached to Poles in accordance with the marking standards set forth in **Exhibit B** attached hereto, incorporated herein by reference and made a part hereof. In the event that Licensee fails to mark an overhead cable, GPC shall have the right, at Licensee's expense, to mark same.

**18. LICENSEE INFORMATION:** Licensee must provide the information requested on **Exhibit C** attached hereto, incorporated herein by reference and made a part hereof, on or before the Effective Date. Licensee shall provide GPC with written notice within thirty (30) days of any change to such information.

**19. FORCE MAJEURE:** Neither GPC nor Licensee shall be liable for any delay, failure in performance, loss or damage due to force majeure conditions, including but not limited to fire, explosion, power failures, pest damage, lightning, extreme heat or cold, power surges, strikes, labor disputes, water, acts of God, the elements, war, civil disturbance, acts of civil or military authorities or the public enemy, inability to secure raw materials including Poles, inability to obtain transportation, fuel or energy shortages, failure of either performance or availability of communication services or network poles, failure of an ILEC or third-party utility to act

notwithstanding reasonable efforts on the part of GPC or the Licensee or other causes beyond the parties' control.

**20. MISCELLANEOUS:** Licensee shall comply, and shall require that its contractors comply, at all times with all Legal Requirements. Licensee may not assign this Agreement in whole or in part without the prior written consent of GPC and shall not permit any third party to overlash or affix any attachments. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Any litigation arising from any alleged breach of this Agreement must be brought in an appropriate court in Fulton County, Georgia. Any headings inserted herein are for convenience only, and shall not add to or subtract from the meaning of the contents of any provision herein. This Agreement may only be modified by a writing executed by both parties. Failure by GPC to enforce any term of this Agreement shall not constitute a waiver of future compliance with any such term. If any provision of this Agreement is found to be illegal or otherwise invalid, the validity of the remaining provisions shall not be impaired. The parties shall attempt to replace any invalid provision with a valid provision having substantially the same commercial effect as such invalid provision and the replacement provision shall be deemed effective retroactively to the Effective Date. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. In the event this Agreement is terminated, the terms and conditions set forth herein shall survive and continue in force with respect to: (i) determining either party's failure to perform during the term of the Agreement; (ii) any failure by Licensee to move or remove its Attachments or to comply with applicable safety standards; and (iii) determining Licensee's responsibility regarding Licensee's assumption of ownership of abandoned Poles. This is the entire Agreement between the parties with respect to Attachment rights and supersedes all prior agreements, proposals, communications and understandings between the parties concerning the subject matter contained herein.

**[SIGNATURES COMMENCE ON NEXT PAGE]**



**LICENSEE:**

*Adopted at \_\_\_\_\_, Georgia this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.*

**FULTON COUNTY, GEORGIA BOARD OF  
COMMISSIONERS**

By: \_\_\_\_\_  
Title: Chairman  
Fulton County Board of Commissioners

Attest:

\_\_\_\_\_  
Tonya Grier, Clerk to the Commission

Approved as to Form:

\_\_\_\_\_  
Kaye Woodard Burwell  
Interim County Attorney

Entered upon the Minutes, Minute Book \_\_\_\_\_, Page \_\_\_\_\_.

Date: \_\_\_\_\_

**GPC:**

**GEORGIA POWER COMPANY**

By: \_\_\_\_\_  
Glen Grizzle  
Power Delivery Senior Vice President

Date: \_\_\_\_\_

## EXHIBIT A

### TRANSFER OF EQUIPMENT

#### RECITALS

Pursuant and subject to the foregoing Agreement, Licensee holds a license to affix Attachments. Licensee wants GPC to transfer its Attachments when GPC transfers its own electric distribution facilities during the replacement or relocation of Poles. GPC is willing to transfer such Attachments on the terms and conditions set forth in this Exhibit A. Accordingly, for value received, the parties agree as follows:

#### TERMS AND CONDITIONS

- 1. TRANSFER OF ATTACHMENTS.** If GPC is relocating or replacing a Pole and determines that the transfer of Licensee's Attachments on such Pole is appropriate, then GPC or its contractors may transfer such Attachments concurrent with the transfer of GPC's own equipment attached to such Pole. If GPC replaces or relocates a Pole, but does not transfer Licensee's Attachments, GPC will notify Licensee so as to enable Licensee to make such transfer, and the Agreement will govern the rights and obligations of the parties with respect to such Pole.
- 2. FEES.** Licensee will pay GPC, within thirty (30) days of the date of invoice, GPC's standard fee for any work performed by GPC or its contractors under this Exhibit A as established and amended by GPC from time to time. As of the date indicated below, the standard fee is \$85.00 per Attachment.
- 3. GOVERNING AGREEMENT.** In performing their obligations under this Exhibit A, the parties will remain governed by the terms and conditions of the Agreement, including without limitation those provisions relating to limitation of liability.
- 4. TERMINATION.** This Exhibit A may be terminated by either party upon written notice to the other party.

Licensee hereby accepts and authorizes GPC or its contractors to transfer its Attachments in accordance with the foregoing terms and conditions.

#### LICENSEE:

FULTON COUNTY, GEORGIA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

#### GPC:

GEORGIA POWER COMPANY

By: \_\_\_\_\_

Glen Grizzle

Power Delivery Senior Vice President

Date: \_\_\_\_\_

## **EXHIBIT B**

### **GPC OVERHEAD CABLE MARKING STANDARD**

Licensee shall mark all of its Attachments in accordance with the following standards:

#### **NJUNS - CTY - OPTIONAL**

**NJUNS = NJUNS\* Member Code (up to 6 alphanumeric digits)**

**CTY = County Code from County Rate Chart (3 digit number)**

**OPTIONAL = Optional space for attachee's internal use (Any length)**

Example:

**OWNER1 - 033 - Marietta**

NJUNS member code for owner of Attachment is "OWNER1"

County where Attachment is located is Cobb County.

Franchised area where Attachment is located is Marietta.

Requirements:

On installation, Attachments shall be marked on the following Poles:

Every end pole.

Every junction pole.

Every 5th pole.

Multiple Attachments on a Pole must each be marked.

On older lines not marked, Attachments should be marked as Poles are visited.

If Licensee's name changes or if Licensee acquires or sells Attachments, Licensee shall revise the NJUNS website table to reflect the new information as soon as the website table is available.

The marker shall have a life span of at least ten (10) years.

Letter height shall be at least three-quarters of one inch (3/4") tall.

Letters shall be black on an orange background.

The marker shall be legible from the ground.

\*NJUNS = National Joint Utilities Notification System ([www.njuns.com](http://www.njuns.com))

## COUNTY CODE CHART

County Code	County	County Code	County	County Code	County
001	APPLING	054	EVANS	107	NEWTON
002	ATKINSON	055	FANNIN	108	OCONEE
003	BACON	056	FAYETTE	109	OGLETHORPE
004	BAKER	057	FLOYD	110	PAULDING
005	BALDWIN	058	FORSYTH	111	PEACH
006	BANKS	059	FRANKLIN	112	PICKENS
007	BARROW	060	FULTON	113	PIERCE
008	BARTOW	061	GILMER	114	PIKE
009	BEN HILL	062	GLASCOCK	115	POLK
010	BERRIEN	063	GLYNN	116	PULASKI
011	BIBB	064	GORDON	117	PUTNAM
012	BLECKLEY	065	GRADY	118	QUITMAN
013	BRANTLEY	066	GREENE	119	RABUN
014	BROOKS	067	GWINNETT	120	RANDOLPH
015	BRYAN	068	HABERSHAM	121	RICHMOND
016	BULLOCH	069	HALL	122	ROCKDALE
017	BURKE	070	HANCOCK	123	SCHLEY
018	BUTTS	071	HARALSON	124	SCREVEN
019	CALHOUN	072	HARRIS	125	SEMINOLE
020	CAMDEN	073	HART	126	SPALDING
021	CANDLER	074	HEARD	127	STEPHENS
022	CARROLL	075	HENRY	128	STEWART
023	CATOOSA	076	HOUSTON	129	SUMTER
024	CHARLTON	077	IRWIN	130	TALBOT
025	CHATHAM	078	JACKSON	131	TALIAFERRO
026	CHATTAHOOCHEE	079	JASPER	132	TATTNALL
027	CHATTOOGA	080	JEFF DAVIS	133	TAYLOR
028	CHEROKEE	081	JEFFERSON	134	TELFAIR
029	CLARKE	082	JENKINS	135	TERRELL
030	CLAY	083	JOHNSON	136	THOMAS
031	CLAYTON	084	JONES	137	TIFT
032	CLINCH	085	LAMAR	138	TOOMBS
033	COBB	086	LANIER	139	TOWNS
034	COFFEE	087	LAURENS	140	TREUTLEN
035	COLQUITT	088	LEE	141	TROUP
036	COLUMBIA	089	LIBERTY	142	TURNER
037	COOK	090	LINCOLN	143	TWIGGS
038	COWETA	091	LONG	144	UNION
039	CRAWFORD	092	LOWNDES	145	UPSON
040	CRISP	093	LUMPKIN	146	WALKER
041	DADE	094	MACON	147	WALTON
042	DAWSON	095	MADISON	148	WARE
043	DECATUR	096	MARION	149	WARREN
044	DEKALB	097	McDUFFIE	150	WASHINGTON
045	DODGE	098	McINTOSH	151	WAYNE
046	DOOLY	099	MERIWETHER	152	WEBSTER
047	DOUGHERTY	100	MILLER	153	WHEELER
048	DOUGLAS	101	MITCHELL	154	WHITE
049	EARLY	102	MONROE	155	WHITFIELD
050	ECHOLS	103	MONTGOMERY	156	WILCOX
051	EFFINGHAM	104	MORGAN	157	WILKES
052	ELBERT	105	MURRAY	158	WILKINSON
053	EMANUEL	106	MUSCOGEE	159	WORTH

**EXHIBIT C**  
**(Provide Information on Additional Pages if Necessary)**

Licensee's Attachments will provide the following services to Licensee's customers:

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Licensee intends to affix Attachments in the following counties pursuant to this Agreement:

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(Note: If Attachments will only be in part of a county, provide the names of roads or streets that most closely constitute a boundary of the service areas.)

Licensee's NJUNS Member Code and contact e-mail address are as follows:

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Licensee's applicable FCC and PSC license numbers for service to be provided by its Attachments are as follows:

FCC License Number(s): 

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PSC License Number(s): 

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**Wireless Facilities Addendum**  
to the  
Governmental Pole Attachment License Agreement  
Between  
Georgia Power Company  
and  
Fulton County Board of Commissioners

## WIRELESS FACILITIES ADDENDUM

WHEREAS, Georgia Power Company (hereinafter “Georgia Power”) and Fulton County, Georgia (hereinafter “Licensee”) have entered into a Pole Attachment License Agreement (hereinafter “Agreement”), dated \_\_\_\_\_; and

WHEREAS, Georgia Power and Licensee mutually desire to expand the scope of the Agreement to allow for the attachment of Wireless Facilities to the Poles of Georgia Power in consideration of the terms and conditions set forth in this Wireless Facilities Addendum (“Addendum”) to the Agreement;

NOW THEREFORE, in consideration of the mutual promises herein, Georgia Power and Licensee agree as follows:

1. The terms and conditions of the Agreement shall govern the attachment of Wireless Facilities to the Poles of Georgia Power, except as explicitly stated in this Addendum.
2. “Wireless Facilities” means, without limitation, antennas, feedlines, transmitters, receivers, power supplies and all other equipment used or useful in connection with Licensee’s provision of wireless communications services or the transmission or reception of radio frequency signals.
3. Licensee may not affix Wireless Facilities to any Pole until Licensee requests and receives written permission from Georgia Power, using the form prescribed by Georgia Power from time to time. Licensee should request the most current version of such form before submitting each request, in order to avoid delays in processing such request. Such request(s) for Permission to Attach Wireless Facilities shall include information as to the weight and dimensions of the Wireless Facilities, proposed location on the Pole of the Wireless Facilities, drawings and schematic diagrams of the structural design of the Wireless Facilities and any additional information requested by Georgia Power as necessary for Georgia Power to perform a pole loading analysis, and other necessary engineering analysis, of the proposed Wireless Facilities. A separate Request for Permission to Attach Wireless Facilities shall be submitted for each Pole to which attachments are proposed.
4. Upon request by Georgia Power, Licensee shall provide to Georgia Power prototypes or mock-ups of each new Wireless Facilities design for analysis and testing by Georgia Power. Such prototypes or mock-ups shall be delivered by Licensee to the place, and at the time, designated by Georgia Power.
5. Licensee shall notify third party entities, who already have attachments on Poles to which Licensee is seeking to attach, of Licensee’s intention to attach Wireless Facilities to the same Poles. Licensee shall make arrangements with such third party entities for any work to those entities’ equipment necessitated by Licensee’s proposed attachment of the Wireless Facilities.

6. Licensee's Wireless Facilities Attachments to Poles must be located in a space designated by Georgia Power. The Wireless Facilities Attachments must comply with: all NESC requirements, including, but not limited to, separation and clearance requirements; all FCC, OSHA and other state and federal agency requirements; and all Georgia Power construction standards and requirements. Licensee's Wireless Facilities Attachments to Poles must not physically or electronically interfere with or obstruct any other party's equipment on the Pole. All Wireless Facilities Attachments that are installed on Georgia Power's Poles must be labeled according to Georgia Power's specifications, as well as applicable rules and laws. Licensee shall periodically inspect its Wireless Facilities and replace the labels if necessary to ensure that the Wireless Facilities remain clearly labeled.

7. Georgia Power reserves the right to require written proof that Licensee holds any necessary FCC license, or that Licensee's Wireless Facilities Attachments are exempt from a license requirement and that all such Wireless Facilities comply with the FCC's equipment authorization requirements contained in Part 15 of the FCC's rules.

- a. Licensee is solely responsible for ensuring that the radio frequency ("rf") radiation emitted by its Wireless Facilities Attachments, alone and/or in combination with any and all sources of rf radiation in the vicinity, is within the limits permitted under all applicable governmental and industry standard safety codes for general population/uncontrolled exposure. Licensee acknowledges and agrees that this is the appropriate standard due to the need for access to the poles by workers for Georgia Power and other attaching entities and the location of Poles, often in residential and other populated areas.
- b. Licensee shall complete in writing and retain in Licensee's records any evaluation or analysis required by 47 C.F.R. § 1.1310 for each and every one of its Wireless Facilities Attachments and only proceed if the permissible limits stated therein are not exceeded. Licensee shall, upon request, provide Georgia Power with the results of its evaluation or analyses.
- c. Licensee shall provide Georgia Power, without request, the written certification, substantially in the form attached hereto as Exhibit A, of a professional engineer, acceptable to Georgia Power, that each proposed installation of Wireless Facilities meets the standard for permissible rf emissions. The installation shall be re-evaluated and re-certified using the same approval process as for an initial attachment whenever Licensee proposes to replace or modify any installed Wireless Facilities.
- d. Licensee agrees to install appropriate signage on the Pole(s) to which Wireless Facilities have been attached, to warn line workers or the general public of the presence of rf radiation and the need for precautionary measures. Licensee shall periodically inspect the signage and replace the signage if necessary to ensure that the signage, including text and warning symbols, remains clearly visible.
- e. This provision shall not apply to wireless camera Attachments provided that the wireless camera Attachment has a maximum output power of less than 5.6 Watts and (i) Licensee submits to Georgia Power the manufacturer specifications of said wireless camera Attachment and (ii) Licensee certifies in writing to Georgia Power



that the maximum output power of said wireless camera Attachment is less than 5.6 Watts and the antenna conforms to manufacturer's specification.

8. Due to the need for access to the poles by line workers and contractors for Georgia Power and other attaching entities, Licensee will install on each pole to which it has attached a transmitting antenna a switch that operates to disconnect power from the antenna. In ordinary circumstances, line workers and contractors will call Licensee's Network Operations Center ("NOC") to inform the NOC of the need for a temporary power shut-down. Licensee will power down its antenna remotely upon the call to its NOC provided that, for scheduled work, the power-down will occur during normal business hours and with 24 hours advance notice. After remote power-down by Licensee, workers or contractors for Georgia Power or other attaching entities may also operate the power disconnect switch in order to ensure that the antenna is not remotely re-energized while work on the pole is still in progress. In circumstances involving an imminent threat to the safety of life or property, the power-down will be with such advance notice as may be practicable under the circumstances. If circumstances warrant, workers and contractors for Georgia Power and other attaching entities may accomplish the power-down by operation of the power disconnect switch without advance notice to Licensee. In all instances, the Licensee's NOC will be informed when the work has been completed and Georgia Power or the contractor shall confirm that the power disconnect switch is in the connected position.

9. Licensee acknowledges and agrees that it is solely responsible for ensuring compliance with any and all FCC antenna registration requirements, Federal Aviation Administration ("FAA") air hazard requirements, or similar requirements with respect to the location of Licensee's Wireless Facilities on Georgia Power's Poles. Licensee acknowledges and agrees that Georgia Power's Poles are not "antenna support structures" within the meaning of the FCC's rules and that, accordingly, Georgia Power has no obligation of its own in this regard to register the Poles with the FCC, the FAA, or other agency.

10. Licensee further acknowledges and agrees that Georgia Power is under no obligation, either with respect to its own facilities or those of any other attaching entity, as to facilities now existing or in the future, to protect against harmful interference to the rf signals of the Licensee, as may emanate or arise from any source.

11. Licensee shall reimburse Georgia Power for any and all costs incurred by Georgia Power in connection with this Addendum consistent with the reimbursement terms in the Agreement.

*Signatures Commence on Next Page*

**LICENSEE:**

*Adopted at \_\_\_\_\_, Georgia this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.*

**FULTON COUNTY, GEORGIA**

By: \_\_\_\_\_

Name:

Title: Chairperson, Board of Commissioners

Attest:

\_\_\_\_\_

Name: Tonya R. Grier

Title: Clerk to the Commission

Entered upon the Minutes, Minute Book \_\_\_\_\_, Page \_\_\_\_\_.

Date: \_\_\_\_\_

\_\_\_\_\_

Office of the County Attorney

**GPC:**

**GEORGIA POWER COMPANY**

By: \_\_\_\_\_ (SEAL)

Glen Grizzle, Power Delivery Senior Vice President

Date: \_\_\_\_\_

## Exhibit A

### Radio Frequency Emissions Certification

The Effective Isotropic Radiated Power ("EIRP") of the Wireless Facilities shall comply with Part 15 of the FCC Rules and levels of radio frequency exposure shall comply with Section 1.1310 of the FCC's Rules and with the FCC's *OET Bulletin 65*, latest revisions.

Will the Wireless Facilities that are the subject of the accompanying Request for Permission to Attach Wireless Facilities, dated \_\_\_\_\_, as installed, comply fully with the radio frequency exposure limitations at all distances for General Population/Uncontrolled Environments as specified by the Federal Communications Commission at 47 C.F.R. §1.1310 (or its successor regulation), the FCC's *OET Bulletin 65*, latest revision, and any applicable state radio frequency exposure standards?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

#### Certification:

I certify that: (i) I am a registered professional engineer with experience regarding radio frequency emissions; (ii) I have performed the analysis specified in 47 C.F.R. § 1.1310 of the FCC's rules and *OET Bulletin 65* for each and every one of the Wireless Facilities Attachments covered in the Request for Permission to Attach Wireless Facilities, dated \_\_\_\_\_, and (iii) the answer given above is true.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
License Number

1 RESOLUTION APPROVING A POLE ATTACHMENT AGREEMENT,  
2 ADDENDUM TO POLE ATTACHMENT AGREEMENT AND BANNER TO  
3 POLE ATTACHMENT AGREEMENT BETWEEN FULTON COUNTY, GEORGIA  
4 AND GEORGIA POWER COMPANY FOR THE PURPOSE OF INSTALLING  
5 POLICE VIDEO SURVEILLANCE EQUIPMENT AND OTHER FULTON  
6 COUNTY BANNERS ON UTILITY SERVICE POLES; AUTHORIZING THE  
7 CHAIRMAN TO EXECUTE EACH AGREEMENT AND RELATED  
8 DOCUMENTS; AUTHORIZING THE COUNTY ATTORNEY TO APPROVE  
9 EACH AGREEMENT AND RELATED DOCUMENTS AS TO FORM AND TO  
10 MAKE NECESSARY MODIFICATIONS THEREOF PRIOR TO EXECUTION;  
11 AND FOR OTHER PURPOSES

12  
13 WHEREAS, Fulton County Georgia, is a political subdivision of state  
14 Georgia and committed to the practice of optimizing available resources for the  
15 purpose of providing the highest level of government services and improving the  
16 quality of life for all residents and visitors of Fulton County; and

17 WHEREAS, it is a Fulton County initiative that All People Trust  
18 Government is Efficient, Effective and Fiscally Sound and implements crime  
19 prevention strategies that are efficient and effective; and

20 WHEREAS, the Fulton County Department of Police Services has  
21 identified areas in unincorporated Fulton County to employ crime reduction and  
22 prevention initiatives that will improve the safety of Fulton County residents and  
23 visitors; and

24 WHEREAS, the Fulton County Department of Police Services finds that  
25 the installation of video surveillance equipment will assist it in reducing crimes to  
26 persons and properties; and

27 WHEREAS, prior to attaching police video surveillance equipment and  
28 banners to utility service poles maintained by the Georgia Power Company  
29 ("GPC") formal agreements to include the terms under which such installations

1 can be made must be approved by the Fulton County Board of Commissioners;  
2 and

3 **WHEREAS**, prior to granting the Fulton County Police Department  
4 permission to attach video surveillance equipment or the County generally to  
5 attached banners to GPC's utility service poles, GPC requires that all  
6 organizations complete a Pole Attachment Agreement, Addendum To Pole  
7 Attachment Agreement, and Banner To Pole Attachment Agreement, each  
8 attached hereto as Exhibit "A"; and

9 **WHEREAS**, pursuant to O.C.G.A. § 36-10-1, all contracts entered into by  
10 the County shall be in writing and entered on its minutes.

11 **NOW THEREFORE, IT IS HEREBY RESOLVED**, that the Board of  
12 Commissioners of Fulton County hereby authorizes the Chairman to execute a  
13 Pole Attachment Agreement, Addendum to Pole Attachment Agreement, and a  
14 Banner to Pole Attachment Agreement with GPC, substantially in the form of  
15 each attached hereto as Exhibit "A."

16 **BE IT FURTHER RESOLVED**, that the Fulton County Board of  
17 Commissioners hereby authorizes the County Attorney to approve each  
18 agreement and related document as to form and to make modifications thereof to  
19 protect Fulton County's interests prior to their execution.

20 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective  
21 upon its adoption, and that all resolutions and parts of resolutions in conflict with  
22 this Resolution are hereby repealed to the extent of the conflict.

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**SO PASSED AND ADOPTED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**FULTON COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Robert L. Pitts, Chairman

ATTEST:

\_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

APPROVED AS TO FORM:

\_\_\_\_\_  
Kaye W. Burwell  
Interim County Attorney





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 21-0321

**Meeting Date:** 5/5/2021

### Department

Department of HIV Elimination

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

The Department for HIV Elimination requests approval of additional “*Ending the HIV Epidemic*” grant funding to Grady Memorial Hospital (D/B/A Grady Health System) for Mobile Health services to be provided in Fiscal Year 2021 through FY2024 in the amount of \$275,000.00 per year. Request authorization for the Chairman to execute contracts with selected subrecipients. To protect the interest of the County, the County Attorney is authorized to approve the contracts as to form and substance and make any necessary modifications thereto prior to execution by the Chair. Effective upon approval by the Board of Commissioners.

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

O.C.G.A. § 36-10-1 requires all official contracts entered into by the County governing authority with other persons on behalf of the County be in writing and entered on its minutes.

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

Health and Human Services

### Commission Districts Affected

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

### Is this a purchasing item?

No

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

**Scope of Work:** The Department for HIV Elimination recommends approval of additional funding for



Grady Health System to provide mobile HIV care and support services using 100% “*Ending the HIV Epidemic*” grant funds with no required match. The Board of Commissioners previously approved “*Ending the HIV Epidemic*” funding for Grady Health System pursuant to #20-0669 (10/7/2020). Grady Health System was recommended for additional funding by a Review Committee pursuant to RFP: 21RW0119C-MH. This action would supplement Grady Health System’s FY 2021 - FY2024 funding for mobile health services. *Ending the HIV Epidemic: A Plan for America - Ryan White HIV/AIDS Program Parts A and B* (EtHE) is the administration’s operational plan to achieve a 75% reduction in new HIV cases by 2025 and at least 90% reduction by 2030 through a rapid infusion of additional resources to 57 geographic focus areas which together account for over 50% of new HIV cases. Four of the 57 focus areas are in Metropolitan Atlanta: Fulton, DeKalb, Cobb, and Gwinnett Counties. As the recipient for Ryan White Part A funds for Metropolitan Atlanta, Fulton County received notification from the Health Resources and Services Administration (HRSA) of an EtHE award (1 UT8HA339330100) with a project period from 3/1/2020 through 2/28/2025 with an award of \$3,313,122 per year subject to the availability of federal funding.

**Community Impact:** Ending the HIV Epidemic grants fund public and/or not-for-profit organizations serving Fulton, DeKalb, Cobb, and Gwinnett Counties for the provision of essential core medical services and essential support services to PLWH to facilitate viral suppression and reduction in new HIV cases. Funds will support: Mobile health Services.

**Department Recommendation:** The Department for HIV Elimination recommends approval of additional “*Ending the HIV Epidemic*” funds to Grady Health System in the amount of \$275,000 per year for each of five years (FY2021-FY2024).

**Project Implications:** No change in budget. These contracts are 100% grant-funded with no County match.

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

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

### Grant Information Summary

Amount Requested:	\$275,000 per year for each of	<input type="checkbox"/>	Cash
	four years		
Match Required:	0	<input type="checkbox"/>	In-Kind
Start Date:	3/1/2021	<input checked="" type="checkbox"/>	Approval to Award
End Date:	2/28/2025	<input type="checkbox"/>	Apply & Accept
Match Account \$:	0		

### Fiscal Impact / Funding Source

Funding Line 1:

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**Agenda Item No.:** 21-0321

**Meeting Date:** 5/5/2021

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461-270-EE12-1160

<b>Key Contract Terms</b>	
<b>Start Date:</b> 3/1/2021	<b>End Date:</b> 2/28/2025



Fulton County Board of Commissioners  
**Agenda Item Summary**

**# 19-0818**

**BOC Meeting Date**  
**10/16/2019**

**Requesting Agency**

Finance

**Commission Districts Affected**

All Districts

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

Ratification of September 2019 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.

**Is this Item related to a Strategic Priority Area?** *(If yes, note strategic priority area below)*

Yes All People trust government is efficient, effective, and fiscally sound

**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 September 2019 Grants Activity Report (GAR) Exhibit 1: BOARD GRANTS RATIFICATION SUMMARY summarizes grants submitted/pending and awarded for the period September 1, 2019 through September 30, 2019. Fulton County departments report the following grants activity:

- Applications Submitted/Pending: 1 (\$93,000,000.00 + No Cash Match)
- Applications Awarded: 3 (\$341,568 + \$41,847.00)

The following Strategic Priority Areas are Impacted by September 2019 grant applications:

- All People Are Safe
- All People Are Healthy

The Fulton County September 2019 Grants Activity Report (GAR) Exhibit 2: ALL GRANTS ACTIVITY summarizes cumulative grants activity through September 30, 2019. Fulton County departments report the following grants activity:

- Total Applications Submitted/Pending: 8 (\$121,571,534.15 + No Cash Match)
- Total Applications Awarded: 45 (\$46,737,941.83 + \$1,026,284.83 Cash Match)
- Total Grant Applications Denied: 8 (\$789,022.69 + \$30,000 Cash Match)

Department Recommendation: Department recommends ratification of the September 2019 Grants Activity Report (GAR).

**Contract & Compliance Information**

*(Provide Contractor and Subcontractor details.)*

Agency Director Approval		County Manager's Approval
Typed Name and Title	Phone	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

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Agency Director Approval		County Manager's Approval
Typed Name and Title	Phone	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

**# 19-0818**

<b>Solicitation Information</b>	<b>NON-MFBE</b>	<b>MBE</b>	<b>FBE</b>	<b>TOTAL</b>
No. Bid Notices Sent:				
No. Bids Received:				
<b>Total Contract Value</b>	.			
<b>Total M/FBE Values</b>	.			
<b>Total Prime Value</b>	.			
<b>Fiscal Impact / Funding Source</b>	<i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i>			
.				
<b>Exhibits Attached</b>	<i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i>			
The Fulton County September 2019 Grants Activity Report (GAR)				
<b>Source of Additional Information</b>	<i>(Type Name, Title, Agency and Phone)</i>			

<b>Agency Director Approval</b>		<b>County Manager's Approval</b>
<b>Typed Name and Title</b>	<b>Phone</b>	
<b>Signature</b>	<b>Date</b>	

Revised 03/12/09 (Previous versions are obsolete)

Continued

**Procurement**

<b>Contract Attached:</b> .	<b>Previous Contracts:</b> .		
<b>Solicitation Number:</b> .	<b>Submitting Agency:</b> .	<b>Staff Contact:</b> .	<b>Contact Phone:</b> .

**Description:.****FINANCIAL SUMMARY**

<b>Total Contract Value:</b>	<b>MBE/FBE Participation:</b>
Original Approved Amount: .	Amount: . %: .
Previous Adjustments: .	Amount: . %: .
This Request: .	Amount: . %: .
TOTAL: .	Amount: . %: .

**Grant Information Summary:**

Amount Requested:	\$93,341,568	<input type="checkbox"/>	Cash
Match Required:	\$41,847.00	<input type="checkbox"/>	In-Kind
Start Date:	9/1/2019	<input checked="" type="checkbox"/>	Approval to Award
End Date:	9/30/2019	<input checked="" type="checkbox"/>	Apply & Accept
Match Account \$:	.		

<b>Funding Line 1:</b> .	<b>Funding Line 2:</b> .	<b>Funding Line 3:</b> .	<b>Funding Line 4:</b> .
-----------------------------	-----------------------------	-----------------------------	-----------------------------

**KEY CONTRACT TERMS**

<b>Start Date:</b> .	<b>End Date:</b> .
<b>Cost Adjustment:</b> .	<b>Renewal/Extension Terms:</b> .

**ROUTING & APPROVALS**

(Do not edit below this line)

X	Originating Department:	Turner, Ray	Date: 10/7/2019
.	County Attorney:	.	Date: .
.	Purchasing/Contract Compliance:	.	Date: .
.	Finance/Budget Analyst/Grants Admin:	.	Date: .
.	Grants Management:	.	Date: .
X	County Manager:	Anderson, Dick	Date: 10/7/2019



# **FULTON COUNTY FY2019 GRANTS ACTIVITY REPORT September 2019**

Presented to:  
Fulton County Board of Commissioners  
Wednesday, October 16, 2019  
Recess Meeting

*Provided by: Fulton County Finance Department, Grants Administration Division*





# Exhibit 1: Board Grants Ratification Summary

## Grants Submitted and/or Awarded

September 1, 2019 Through September 30, 2019

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 FY2019 September Grants Activity Report

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

Grant Applications Submitted and/or Awarded September 1, 2019 Through September 30, 2019 Requiring BOC Ratification						
Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status
ALL PEOPLE ARE SAFE						
District Attorney	Criminal Justice Coordinating Council	Victims of Crime Act (VOCA) Base Grant	Request approval to accept a repeat VOCA grant in the amount of \$167,388.00 from the Criminal Justice Coordinating Council (CJCC). The VOCA Base grant will fund salaries and benefits for Victim Witness Advocates who support crime victims. Crime victims are persons who have suffered physical, sexual, financial or emotional harm as a result of the commission of a crime. A required cash match for the VOCA Base grant will be met utilizing funding from the FY19 and FY20 departmental budget. County Cash Match: \$41,847.00	\$ 167,388.00	\$ 41,847.00	Awarded
District Attorney	Criminal Justice Coordinating Council	Victims of Crime Act (VOCA) Comp Advocate	Request approval to accept a repeat VOCA grant in the amount of \$174,180.00 from the Criminal Justice Coordinating Council (CJCC). The VOCA Comp Advocate grant will fund salaries and benefits for Victim Witness Advocates who support crime victims. Crime victims are persons who have suffered physical, sexual, financial or emotional harm as a result of the commission of a crime. A cash match requirement was waived for the VOCA Comp Advocate grant. No County Cash Match.	\$ 174,180.00	\$ -	Awarded
Solicitor General	Criminal Justice Coordinating Council	Victims of Crime Act Program	Request approval to accept a repeat VOCA grant from the Criminal Justice Coordinating Council Victim of Crime Act Program in the amount of \$310,352.00 to fund personnel, supplies and training to support the Victim Witness Assistance Program of the Fulton County Solicitor General's Office. An In-kind match in the amount of \$77,588 is available in the Solicitor's General's budget through a percentage of non-grant staff salary. No County Cash Match.	\$ 310,352.00	\$ -	Awarded
Subtotal:				\$ 651,920.00	\$ 41,847.00	
ALL PEOPLE ARE HEALTHY						
Dept. of HIV Elimination	Health Resources and Services Administration (HRSA)	Ending the HIV Epidemic: A Plan for America – Ryan White HIV/AIDS Program (RWHAP) Parts A and B	Request approval to apply and accept a new Health Resources and Services Administration (HRSA) grant under HRSA-20-078 Ending the HIV Epidemic: A Plan for America – Ryan White HIV/AIDS Program (RWHAP) Parts A and B. The grant period is March 1, 2020 through February 28, 2025. The Year 1 request is \$9,000,000; the Year 2 request is \$13,500,000; the Year 3 Request is \$18,500,000; the Year 4 request is \$23,500,000; and the Year 5 request is \$28,500,000. No County Cash Match.	\$ 93,000,000.00	\$ -	Pending
Subtotal:				\$ 93,000,000.00	\$ -	
ALL PEOPLE ARE SELF-SUFFICIENT						
ALL PEOPLE HAVE ECONOMIC OPPORTUNITIES						
ALL PEOPLE'S LIVES ARE CULTURALLY ENRICHED						
ALL PEOPLE TRUST GOVERNMENT IS EFFICIENT, EFFECTIVE, AND FISCALLY SOUND						
TOTAL:				\$ 93,651,920.00	\$ 41,847.00	



# Exhibit 2: All Grants Activity

## Cumulative Through September 30, 2019

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

## EXHIBIT 2: ALL GRANTS ACTIVITY

### CUMULATIVE & CURRENT PERIOD (AS OF September 30, 2019)

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

ALL GRANTS ACTIVITY						
^All Grants	Prior Period Grants	Prior Period Funds	Current Period Grants*: 9/1/19-9/30/19	Current Period Funds: 9/1/19-9/30/19	Cumulative Total Grants	Cumulative Total Funds
Grants Pending	7	\$ 28,571,534.15	1	\$ 93,000,000.00	8	\$ 121,571,534.15
Grants Awarded	42	\$ 46,396,373.83	3	\$ 341,568.00	45	\$ 46,737,941.83
Grants Denied	8	\$ 789,022.69	0	\$ -	8	\$ 789,022.69
Cash Match Requested-2019	-	\$ 1,014,437.83	-	\$ 41,847.00	-	\$ 1,056,284.83
<b>Total:</b>	<b>57</b>	<b>\$ 76,771,368.50</b>	<b>4</b>	<b>\$ 93,341,568.00</b>	<b>61</b>	<b>\$ 170,154,783.50</b>

ALL GRANTS AWARDED, NEW VS. RENEWAL						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants*: 9/1/19-9/30/19	Current Period Funds: 9/1/19-9/30/19	Cumulative Total Grants	Cumulative Total Funds
New Grant Awards	11	\$ 10,437,183.00	0	\$ -	11	\$ 10,437,183.00
Renewal/Repeat Grant Awards	31	\$ 35,959,190.83	3	\$ 341,568.00	34	\$ 36,300,758.83
<b>Total:</b>	<b>42</b>	<b>\$ 46,396,373.83</b>	<b>3</b>	<b>\$ 341,568.00</b>	<b>45</b>	<b>\$ 46,737,941.83</b>

ALL GRANTS AWARDED, COMPETITIVE VS. FORMULA						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants*: 9/1/19-9/30/19	Current Period Funds: 9/1/19-9/30/19	Cumulative Total Grants	Cumulative Total Funds
Competitive Grant Awards	27	\$ 21,020,117.75	3	\$ 341,568.00	30	\$ 21,361,685.75
Formula Grant Awards^^	15	\$ 25,376,256.08	0	\$ -	15	\$ 25,376,256.08
<b>Total:</b>	<b>42</b>	<b>\$ 46,396,373.83</b>	<b>3</b>	<b>\$ 341,568.00</b>	<b>45</b>	<b>\$ 46,737,941.83</b>

^Includes 13 grants that were pending at the end of 2018 and carried forward for tracking in 2019.

^^Formula grant awards include noncompetitive grants and allocations.

Year	Previously Approved Funding			Additional Funding under this Request	Total Ending the HIV Epidemic Funding
FY2021 March 1, 2021 – February 28, 2022	\$44,774	\$250,000	<b>\$294,774</b>	\$275,000	\$569,774
FY2022 March 1, 2022 – February 28, 2023	\$44,774	\$250,000	<b>\$294,774</b>	\$275,000	\$569,774
FY2023 March 1, 2023 – February 28, 2024	\$44,774	\$250,000	<b>\$294,774</b>	\$275,000	\$569,774
FY2024 March 1, 2024 – February 28, 2025	\$44,774	\$250,000	<b>\$294,774</b>	\$275,000	\$569,774





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0322

**Meeting Date:** 5/5/2021

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**Requested Action** *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*  
Adoption of the Regular Meeting Agenda.







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0323

**Meeting Date:** 5/5/2021

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

Ratification of Minutes.

Regular Meeting Minutes, April 14, 2021

Recess Meeting Post Agenda Minutes, April 21, 2021





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0324

**Meeting Date:** 5/5/2021

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

Presentation of Proclamations and Certificates

Proclamation recognizing "Mental Health Month." **(BOC)**

Proclamation recognizing "Drinking Water Week." **(Hausmann/BOC)**

Proclamation recognizing "Certified Public Manager's Appreciation Day." **(Hall/BOC)**

Proclamation recognizing "Older Americans Month." **(Hall/BOC)**





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0326

**Meeting Date:** 5/5/2021

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**Department**

County Manager

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

Presentation of COVID-19 Operational Response Update.

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

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

Open and Responsible Government

**Commission Districts Affected**

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

**Is this a purchasing item?**

No





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0327

**Meeting Date:** 5/5/2021

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### Department

Purchasing and Contract Compliance

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

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

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

In accordance with Purchasing Code Section 102-385, when the County Manager has approved an emergency procurement, the item shall be forwarded to the Board of Commissioners for ratification.

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

Open and Responsible Government

### Is this a purchasing item?

Yes

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

**Scope of Work:** Attached is a list of emergency procurements for the County for the period 4/9/2021 through 4/26/2021.

### Contract Modification

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

Not Applicable

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

Exhibit 1: List of County Emergency Procurements

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

Matthew Kallmyer, Dir, Atlanta-Fulton County Emergency Management Agency, (404) 612-5660

Pamela Roshell, Deputy COO, Health & Human Services, (404) 612-1243

Richard L. Barron, Director, Registration & Elections, (404) 612-7030

**Contract Attached**

No

**Previous Contracts**

No

**Total Contract Value**

Original Approved Amount: 0.00  
Previous Adjustments: 0.00  
This Request: 0.00  
TOTAL: 0.00

**Grant Information Summary**

Amount Requested:	0.00	<input type="checkbox"/> Cash
Match Required:	0.00	<input type="checkbox"/> In-Kind
Start Date:	0.00	<input type="checkbox"/> Approval to Award
End Date:	0.00	<input type="checkbox"/> Apply & Accept
Match Account \$:	0.00	

**Fiscal Impact / Funding Source**

Funding line to be identified at time of request by Finance Department



FULTON COUNTY EMERGENCY PROCUREMENTS 4/9/2021 - 4/26/2021					
Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Source	Amount
4/9/2021	Bottled Water	DREAM	VDS Business Solutions	COVID-19	\$5,424.90
4/9/2021	Bottled Water	Fulton County Board of Health	Home Depot	COVID-19	\$372.00
4/9/2021	Sharps Containers (500) for Mercedes Benz Stadium Vaccination Site	AFCEMA	Henry Schein, Inc.	COVID-19	\$4,275.00
4/9/2021	Thermal Cameras (20) and stands (53)	DREAM	Real Time Networks, Inc.	COVID-19	\$84,375.00
4/9/2021	Tent Rental invoices for FY2020 for various locations for Tax Commissioner's Office	DREAM	Classic Tents & Events	COVID-19	\$18,200.00
4/12/2021	Warehouse Supplies for Mercedes Benz Stadium	AFCEMA	ULINE, Inc.	COVID-19	\$16,252.77
4/12/2021	Reimbursement of overtime payment for City of Alpharetta officers providing traffic safety and security services at North Fulton COVID-19 Testing Sites	AFCEMA	City of Alpharetta	COVID-19	\$160,000.00
4/13/2021	Medical supplies for Mercedes Benz Stadium Vaccine Site	AFCEMA	VDS Business Solutions	COVID-19	\$1,460.62
4/13/2021	Medical supplies for Mercedes Benz Stadium Vaccine Site	AFCEMA	Henry Schein, Inc.	COVID-19	\$13,858.88
4/15/2021	Bottled Water	AFCEMA	Home Depot	COVID-19	\$327.00
4/16/2021	Tablets (75) and accessories for Vaccination Outreach Support	External Affairs	CDW Government, Inc.	COVID-19	\$23,378.25
4/19/2021	COVID-19 Response Support Services for Area Command and Mercedes Benz Stadium	AFCEMA	Emergency Management Services International, Inc.	COVID-19	\$834,650.40
4/19/2021	COVID-19 Support Temporary Staffing - Infectious Disease Staff (26)	Fulton County Board of Health	ARK Temporary Staffing, LLC	COVID-19	\$45,989.00

4/19/2021	Liquid Hand Sanitizer Sprayer Pens (25,000)	External Affairs	Adver-Wise, LLC	COVID-19	\$14,900.00
4/21/2021	36x36 COVID Barrier Screens (200)	DREAM	Laird Plastics, Inc.	COVID-19	\$18,309.00
4/21/2021	Warehouse Supplies	AFCEMA	Sign Gallery, Inc.	COVID-19	\$618.00
4/21/2021	Bottled Water	AFCEMA	Home Depot	COVID-19	\$347.00
4/22/2021	Mercedes Benz Stadium Mass Vaccination Site Use Agreement	AFCEMA	Atlanta Falcons Stadium Company, LLC	COVID-19	\$6,700,000.00
4/26/2021	Protection guards for Tax Commissioner various locations	DREAM	CRM Services, LLC	COVID-19	\$165,262.73
4/26/2021	Signage for Library re-openings for social distancing	Library	Trinity Press	COVID-19	\$16,683.69
			<b>TOTAL</b>		<b>\$8,124,684.24</b>





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 21-0246

Meeting Date: 5/5/2021

### Department

Department of Real Estate and Asset Management

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

Request approval of a Resolution approving a Ground Lease Agreement between Fulton County, Georgia and Brakkam Aviation Management, LLC, a Georgia limited liability company, jointly with The Integral Group, LLC, a Georgia limited liability company, for the purpose of formalizing rental terms for an airport site consisting of approximately 13.879 +/- acres at the Fulton County Executive Airport - Charlie Brown Field; authorizing the Chairman to execute a Ground Lease Agreement and related documents; authorizing the County Attorney to approve the Ground Lease and related documents as to form and make all necessary modifications thereto prior to execution. For 40 years, with two five-year option periods.

**(HELD ON 4/14/21 AND 4/21/21)**

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

According to O.C.G.A. §§ 36-9-2 and 36-10-1, the Board of Commissioners has control of all property belonging to the County and all contracts entered into by the County shall be in writing and entered on its minutes.

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

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 Department of Real Estate and Asset Management and the Airport Manager, with the assistance of the County Attorney, have negotiated mutually acceptable ground lease terms for an airport site consisting of approximately 13.879+/- acres with Brakkam Aviation Management, LLC and The Integral Group, LLC at the Fulton County Executive Airport - Charlie Brown Field. The approval of the Fulton County Board of Commissioners is being requested to execute a new ground lease agreement for approximately 13.879 +/- acres of unimproved real property for an initial lease term of forty (40) years with two (2) renewal optional of five (5) years each. Based on a rental rate of \$10,000.00 per acre the initial monthly rental rate of Eleven Thousand Five Hundred Sixty-Five and 83/00s Dollars (\$11,565.83) will be fixed during the initial five (5) year term and rent escalations of three percent (3%) will be made to the monthly rental rate at every five (5) year anniversary of the ground lease agreement. The County Attorney is authorized to review and approve the Ground Lease Agreement as to form and to make any modifications thereto in order to protect the interests of Fulton County prior to execution by the Chairman. Tenant must comply with Fulton County commercial minimum standards, Fulton County Code Section 10-89, as the same may be amended (we are currently working on amendments to propose for approval to the Board of Commissioners). It is important to note that the Tenant has 2 years from the Date of Execution of the Lease to submit architectural and engineering design plans and specifications and 5 years from the Date of Execution of the Lease to construct such improvements, unless extended by the County, the approval for which shall not be unreasonably withheld. At end of term, Tenant's improvements revert to County. Tenant may not sell improvements/structures to third party without County approval.

**Community Impact:** None

**Department Recommendation:** The Department of Real Estate and Asset Management recommends approval of a Ground Lease Agreement between Fulton County and Brakkam Aviation Management, LLC and The Integral Group, LLC, for the purpose of leasing an airport hangar site consisting of approximately 13.879 +/- acres.

**Project Implications:** Approval of the Ground Lease Agreement will expand available fixed base operational services at Fulton County Executive Airport - Charlie Brown Field and increase revenue generated from the associated lease agreement.

**Community Issues/Concerns:** No issues or concerns have been raised by constituents or clients concerning this Agenda Item.

**Department Issues/Concerns:** None

1 A RESOLUTION APPROVING A GROUND LEASE AGREEMENT BETWEEN FULTON  
2 COUNTY, GEORGIA ("LESSOR") AND BRAKKAM AVIATION MANAGEMENT, LLC,  
3 A GEORGIA LIMITED LIABILITY COMPANY, AND THE INTEGRAL GROUP LLC, A  
4 GEORGIA LIMITED LIABILITY COMPANY (JOINTLY AND SEVERALLY "TENANT"),  
5 FOR THE PURPOSE OF PROVIDING AIRPORT HANGAR AND ADMINISTRATIVE  
6 OFFICE SPACE ON 13.879 +/- ACRES AT THE FULTON COUNTY EXECUTIVE  
7 AIRPORT – CHARLIE BROWN FIELD; AUTHORIZING THE CHAIRMAN TO  
8 APPROVE THE GROUND LEASE AGREEMENT AND RELATED DOCUMENTS;  
9 AUTHORIZING THE COUNTY ATTORNEY TO APPROVE THE GROUND LEASE  
10 AGREEMENT AND RELATED DOCUMENTS AS TO FORM AND TO MAKE ANY  
11 MODIFICATIONS THERETO PRIOR TO EXECUTION; AND FOR OTHER PURPOSES.

12 WHEREAS, Fulton County is the owner of a tract of land in Fulton County, Georgia,  
13 lying north and northwesterly of M. L. King, Jr. Drive and east and southeasterly of the  
14 Chattahoochee River, comprising nine hundred eighty-five (985) acres, more or less,  
15 which Fulton County has developed for use as an airport commonly referred to as the  
16 Fulton County Executive Airport – Charlie Brown Field, hereinafter referred to as the  
17 "Fulton County Airport"; and

18 WHEREAS, Fulton County and Brakkam Aviation Management, LLC, a Georgia  
19 limited liability company ("Brakkam"), and The Integral Group LLC, a Georgia limited  
20 liability company ("Integral"), have negotiated the terms of an airport ground lease  
21 agreement; and

22 WHEREAS, it is the mutual desire of Fulton County, as Landlord, and Brakkam  
23 and Integral, as Tenant, to enter into the proposed lease agreement for forty (40) years,  
24 plus two (2) five (5) year renewal options; and

25 WHEREAS, the adjusted ground leasable area shall be approximately 13.879 +/-  
26 acres and subject to an annual rental rate of \$10,000.00 acre with annual increases of  
27 three percent (3%) at every five (5) year anniversary; and

1           **WHEREAS**, pursuant to O.C.G.A. §§ 36-9-2 and 36-10-1, the Board of  
2 Commissioners has control of all property belonging to Fulton County and all contracts  
3 entered into by Fulton County shall be in writing and entered on its minutes.

4           **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby  
5 approve the Ground Lease Agreement with Brakkam Aviation Management, LLC and The  
6 Integral Group LLC, for approximately 13.879 +/- acres at the Fulton County Executive  
7 Airport – Charlie Brown Field, in substantially the form attached hereto as Exhibit “A.”

8           **BE IT FURTHER RESOLVED**, that the Chairman of the Board of Commissioners  
9 or County Manager, where appropriate in carrying out his executive functions, are hereby  
10 authorized to execute the Ground Lease Agreement and related documents between  
11 Fulton County, as Landlord, and Brakkam Aviation Management, LLC, and The Integral  
12 Group LLC, jointly as Tenant.

13           **BE IT FURTHER RESOLVED**, that the County Attorney is hereby authorized to  
14 approve the Ground Lease Agreement as to form, and to make such other or additional  
15 modifications as are necessary, to protect Fulton County’s interests prior to execution by  
16 the Chairman.

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

20           **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,  
21 Georgia, this \_\_\_\_\_ day of April, 2021.

22  
23  
24  
25

**FULTON COUNTY BOARD OF  
COMMISSIONERS**

\_\_\_\_\_  
Robert L. Pitts, Chairman

**ATTEST:**

\_\_\_\_\_  
Tonya R. Grier, Clerk to the Commission

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kaye W. Burwell, Interim County Attorney

P:\CAProjects\Airport\Airport Leases\Brakkam Lease\4.14.21 Resolution re Brakkam-Integral Ground Lease mg pjo ds.docx



STATE OF GEORGIA

COUNTY OF FULTON

**GROUND LEASE AGREEMENT**

THIS GROUND LEASE AGREEMENT (“**Lease**”), entered into as of the 15<sup>th</sup> day of April 2021, between FULTON COUNTY, a political subdivision of the State of Georgia, hereinafter referred to as the “**County**” or “**Lessor**”, and BRAKKAM AVIATION MANAGEMENT, LLC, jointly with THE INTEGRAL GROUP LLC, or their designee<sup>1</sup>, both Georgia limited liability companies, hereinafter referred to as the “**Lessee**”.

**WITNESSETH**

WHEREAS, the County is the owner of a tract of land located north and northwesterly of M. L. King, Jr. Drive and east and southeasterly of the Chattahoochee River, comprising nine hundred eighty-five (985) acres, more or less, which the County has developed for use as an airport commonly referred to as the Fulton County Executive Airport -Charlie Brown Field (“**FTY**”), hereinafter referred to as the “**Fulton County Airport**”; and

WHEREAS, the Lessee desires to ground lease from the County approximately 13.879 +/- acres located at the Fulton County Airport, more commonly known as “Parcel 4” at FTY and being more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference (the “**Land**”); and

WHEREAS, Lessor and Lessee agree to enter into a ground lease whereby Lessee will operate as a fixed base operator (“**FBO**”) to engage in the business of the ground handling, servicing, parking, maintenance, and repair of aircraft; development of a fuel farm/storage facility and the selling of aircraft fuels, propellants and lubricants, gasoline and diesel, to maintain and operate full aircraft servicing facilities; selling aircraft, aircraft engines, accessories and parts; providing storage space for aircraft, a repair shop for the repairing and servicing of aircraft engines, instruments, propellers and accessories in connection with said business; giving flying

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<sup>1</sup> Lessee intends to create a joint venture and assign this Lease to it.

instructions; providing pilots for operating planes for others; and carrying passengers and freight for hire, subject to the terms and conditions set forth in this Lease.

NOW, THEREFORE, in consideration of the premises and the mutual promises between the parties hereto, and including the payments of rent hereinafter stipulated and the terms and conditions herein set forth, it is understood and agreed as follows:

## **1. Description of Premises; Easements; Authority.**

**1.1 Premises.** The property hereby ground leased to the Lessee and over which the Lessee shall have the jurisdiction and authority provided by this Lease consists of the Land and all improvements now or hereafter located thereon (such property being hereinafter referred to as the “**Leased Premises**”) for any use permitted at law, including without limitation, use of the Leased Premises as a hangar facility and ancillary uses related thereto.

**1.2 Easements.** In addition, Lessor lets and leases unto Lessee the following easements (the “**Appurtenant Easements**”): (i) non-exclusive easements over, across and through the FTY in the location of any currently existing or hereafter installed utilities serving the Leased Premises and (ii) a non-exclusive easement to drain storm water run-off from the Leased Premises onto, over and across through the Fulton County Airport.

**1.3 Authority.** The County finds that its participation in the subject matter of this Lease is an exercise of its proprietary, rather than governmental powers; and the County represents and warrants to Lessee that (i) the execution and delivery of this Lease has been duly authorized by all requisite authority, and (ii) the Lease is legally binding and enforceable against the County in accordance with its terms.

## **2. Use of Leased Premises.**

**2.1** The Lessee shall have the right to use and operate the Leased Premises as a Fixed Base Operator (“FBO”) to include aircraft arrival and departure guidance; aircraft parking services; selling of aircraft fuels, propellants, lubricants, gasoline and diesel; aircraft tie-down; aircraft ground power; aircraft removal services; disabled aircraft removal; aircraft

marshalling and towing; courtesy ramp and ground transportation; FBO passenger terminal and ancillary facility services and equipment related thereto, including without limitation passenger lounge, pilot lounge and snooze room, flight planning, flight catering, telephones, restrooms, automobile parking, passenger and crew courtesy transportation, rental cars, limo/taxi services, catering and advertising; other services normally associated with, or are ancillary to the operation of an FBO; hangar facility and ancillary services and equipment related thereto, including without limitation, tanks, pumps, and other equipment for the maintenance, service and repair of aircraft and to erect shops, offices, hangars, and exterior signs to remodel and improve all buildings, or demolish and reconstruct buildings as permitted herein, provided, however that before any such installations are made, a detailed list, sketch and plan, with itemized estimates of cost thereof, shall be filed in duplicate with the FTY Airport Manager, and written approval thereof obtained, such approval not to be unreasonably withheld, conditioned or delayed. One copy of said list, sketch and plan shall be retained by the Airport Manager, and one signed copy shall be returned to the Lessee. Lessee shall, within two (2) years of the Date of Execution of this Lease Agreement, submit architectural and engineering designs plans and specifications to the Lessor and shall substantially complete construction of such improvements, within five (5) years of the Date of Execution of the Lease Agreement, unless extended with the approval of the County, which approval shall not be unreasonably withheld.

**2.2** The Lessee shall at all times conduct its business in a lawful manner, and at all times conform to rules and regulations of the Federal Aviation Administration (“FAA”) and the Georgia Department of Transportation (“GDOT”), insofar as applicable to the Lessee’s possession of, and operation of business on, the Leased Premises.

**2.3** The Lessee, in common with others so authorized, shall have the right to use common areas of FTY, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the take-off, flying and landing of aircraft. Lessee shall also have the right to the nonexclusive use, in common with others, of the airport parking areas, appurtenances and improvements thereon, subject to the rights of others, but this shall not restrict the right of the Lessor to charge visitors a fee for the use of such areas. Lessee may install, operate, maintain, repair and store, subject to approval of Lessor in the

interests of safety and convenience of all concerned, all equipment necessary for the conduct of Lessee's business. Lessee shall have the nonexclusive use, in common with others, to access to and from the Leased Premises, limited to streets, driveways or sidewalks designated for such purposes by the Lessor, and which right shall extend to Lessee's employees, passengers, guests, invitees, and patrons. Lessee's rights under this Lease shall be subject to all rules and regulations of the County, GDOT and the FAA governing FTY. The Lessee assumes exclusive responsibility for damages to persons and property by reason of all acts and conduct of the Lessee, its officers, agents, contractors, invitees and employees, on or about the Leased Premises.

**2.4** No construction of any facility or structure permitted under this Lease, which requires the issuance of permit(s) by ordinances, statutes or regulations governing the same, shall be commenced until such permit(s) shall have been obtained by the Lessee.

**2.5** Lessee shall comply with the Fulton County Airport commercial minimum building standards, currently codified in the Fulton County Code at Section 10-89, as these standards may be amended.

**3. Lease Term.** The term of this Lease shall be for a period of forty (40) years, commencing on the 30<sup>th</sup> day April 2021, and expiring on the 30<sup>th</sup> day of April, 2061, at eleven fifty-nine o'clock (11:59) p.m., unless sooner terminated or extended pursuant to the terms and conditions of this Lease (the "Initial Term"). Unless sooner terminated by Lessee or Lessor in accordance with the terms and conditions of this Lease, the term of this Lease shall automatically extend for a further term of two (2) additional renewal periods of five (5) years each, to expire at eleven fifty-nine o'clock (11:59) p.m. on the 30<sup>th</sup> day of April, 2066 and the 30<sup>th</sup> day of April, 2071, respectively (the "Extension Terms"). If the Initial Term of this Lease is extended as herein provided, the leasing of the Leased Premises for the Extension Terms, or any of them, shall be deemed so extended, and the base rental payable under the Lease for the Extension Term shall be determined (30) thirty days prior to the first or second Extension Term, as applicable, and in accordance with Section 4.1 below. The Initial Term and any effective Extension Term shall hereinafter be collectively referred to as the "Term".

#### **4. Rent; Utilities; Maintenance and Repair.**

**4.1 Rent.** The fixed monthly rent shall be one-twelfth (1/12) of the yearly rent of One Hundred Thirty-Eight Thousand Seven Hundred Ninety and NO/100 Dollars (\$138,790.00) (consisting of \$10,000.00 per acre for the portion of the Land described on Exhibits A, attached hereto), and shall be due and payable on or before the 10<sup>th</sup> day of each month. At each five (5) year anniversary from the date of execution of this Lease, the monthly fixed rent shall be increased by three percent (3.0%) at each five (5) year anniversary from the date of execution of this Lease.

**4.2 Utilities.** The Lessee shall, throughout the term of this Lease, pay all utility bills which may accrue in the operation of the Lessee's business on the Leased Premises.

**4.3 Maintenance and Repair.** During the term of this Lease, the Lessee shall maintain and keep in repair all buildings and improvements erected by Lessee on the Leased Premises and ensure that they are current with all applicable building codes in effect in the jurisdiction.

#### **5. Default and Termination.**

**5.1 Default by Lessee.** Lessee will be considered in default (following notice of default by Lessor and failure by Lessee to cure said default) as lessee under this Lease in the event of any one or more of the following occurrences:

5.1.1. In the event Lessee makes a general assignment for the benefit of creditors or files a voluntary petition in bankruptcy, or if a decree is entered involuntarily adjudicating Lessee bankrupt and such decree is not dissolved within ninety (90) days;

5.1.2 Lessee fails to pay the rent or other charges required by this Lease when the same are due and the continuance of such failure for a period of thirty (30) days after written notice thereof from Lessor to Lessee;

5.1.3 Lessee voluntarily abandons all of the Leased Premises for a period of one hundred and eighty (180) consecutive days following written notice from Lessor to Lessee; provided, however in no event will any time that Lessee does not use the Leased Premises due to a casualty or condemnation be deemed to be an abandonment;

5.1.4 Lessee fails to fulfill in any material respect any of the other terms, covenants, or conditions set forth in this Lease if such failure continues for a period of more than sixty (60) days after written notice thereof from Lessor unless cured as provided below; or

5.1.5 Subject to the notification and cure provision contained in Section 5.1, if Lessee fails to comply with the requirements of Fulton County Code Section 10-31 et seq. regarding FTY, which are incorporated by reference as if fully set forth herein, except where such Code provisions as applied to Lessee are inconsistent with federal law, regulations or policies including, without limitation, the grant assurances.

## **5.2 Cure.**

5.2.1 Lessee will be considered in default of this Lease if Lessee fails to fulfill any of the material terms, covenants, or conditions set forth in this Lease following the expiration of the cure period and/or written notice set in Section 5.1 above, except that if the nature of such default is such that the same cannot reasonably be cured within the specified cure or notice period, Lessee shall not be deemed to be in default if Lessee shall have commenced in good faith to perform whatever may be required for fulfillment within the specified cure or notice period after receipt of notice and continues such performance to completion and without interruption except as a result of a Force Majeure event.

**5.2.2 Right to Cure Pursuant to a Construction Finance or Other Agreement with a Third Party Lender.** At any time after the occurrence of any event set forth in Section 5.1, but within the timeframes set forth therein, the Lender or Lenders to Lessee, if any, shall be permitted, but not be required, to cure such default on behalf of Lessee, subject to the terms and conditions of this Lease. Lessee's Lender(s) may, but shall not be obligated to (i) perform the applicable Lessee's obligations under the Lease, (ii) cure any actual or purported Lease default and (iii) enter upon the applicable Leased Premises solely for such purposes. Lender shall have the right to assume this Lease for said purpose of curing the default and repossessing the improvements financed by the Lender. However, should the Lender assume this

Lease for said purposes of curing default and the repossession of its financed improvements, any subsequent assignment of this Lease by Lender shall be approved by the Lessor, which approval shall not be unreasonably withheld.

**5.3 Termination of Lease by Lessor.** If default is made by Lessee as described in Section 5.1 above, and such default is not cured as provided in either Section 5.1 or Section 5.2, then Lessor may elect to terminate this Lease following sixty (60) days' prior written notice to the Lessee.

**5.4 Lease Termination by Lessee.** The Lessee may terminate this Lease at any time during the Initial Term or any Extension Term by providing one hundred eighty (180) days' prior written notice to Lessor; upon such termination, this Lease shall be null and void and of no further force or effect and neither Lessor nor Lessee shall have any further rights or liabilities under this Lease.

**6. Entry upon Premises.** Lessor reserves the right to enter upon the Leased Premises at any reasonable time for the purpose of making any improvement in the FTY facility or for the protection of its property, and no responsibility or liability shall accrue to Lessee for any inconvenience to the Lessee arising out of the condition of the runways or the FTY facility or for the loss or damage for any period of time that the FTY facility or any portion thereof may be closed to traffic during any period of repair or construction. There shall be no diminution of rent for any time that the FTY facility or any runway thereon may be closed to air traffic. Furthermore, Lessor reserves the right to enter upon the Leased Premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.

**7. Improvements/Structures; Third Party Purchase; Personal Property.**

**7.1 Third Party Purchase.** At the end of the Initial Term, or any Extension Terms, ownership of any and all improvements/structures constructed or installed by Lessee on the Lease Premises shall revert to the County. Lessee may not sell improvements/structures constructed or installed by Lessee on the Leased Premises to a third party ("**Third Party Purchaser**"), without the approval of the Fulton County Board of Commissioners, which approval

shall not be unreasonably withheld. If such approval is given, but the Lessee is unable to sell the improvements/structures constructed or installed by Lessee on the Leased Premises after a period of one (1) year then the Lessee, at Lessor's election, shall either remove such improvements/structures from the Leased Premises or such improvements/structures shall become the property of the Lessor.

**7.2 Personal Property.** All personal property placed or located by the Lessee on the Leased Premises may, at the Lessee's sole discretion, be removed by the Lessee at the end of the Initial Term, any Extension Terms, or earlier termination as the case may be.

**8. Fuel Flowage Fees.** Lessee shall pay the County the sum of (a) \$0.10 per gallon on each gallon of fuel, plus (b) \$0.10 per gallon on each gallon of oil (such charges being hereinafter referred to collectively as the "Fuel Flowage Fee"), purchased by and delivered to the Lessee at the Airport, for use in the aircraft of the Lessee or any subsidiary of the Lessee during the Initial Term or any Extension Terms; provided however, that no Fuel Flowage Fee shall be required to be paid by the Lessee with respect to any fuel or oil delivered to the Lessee by a supplier that is required to pay the Fuel Flowage Fee with respect to such fuel or oil. The Fuel Flowage Fee shall become due and payable to the County monthly on the 10th day of each month. Notwithstanding the foregoing, the County reserves the right to increase Fuel Flowage Fees provided that any such fee increase uniformly is applied by the County to all other airport lessees or occupants of the Airport engaged in the sale of fuel and oils, whether by exchange of currency or in-kind, Lessee understanding and agreeing that regardless of whether it sells fuel and oils via an exchange of currency or in-kind, the County shall be entitled to its Fuel Flowage Fee on each and every gallon of fuel or oil sold by Lessee.

**8.1 Records/Audits.** For the purpose of auditing the quantity of fuel and oil purchased by and delivered to the Airport on behalf of the Lessee, the Lessee agrees to maintain records that shall be open during normal business hours to inspection by a designated representative of the County upon reasonable advance written notice of at least ten (10) business days and to file with each monthly payment of the Fuel Flowage Fee a report of the quantity of fuel and oil purchased by and delivered to the Lessee at the Airport. Notwithstanding the foregoing, Lessee shall not be obligated to purchase minimum quantity of fuel or oil, either in the aggregate



over time or at any particular time. Nothing contained in this Lease shall operate to limit in any way the right and power of the Lessee to enter into and perform under agreements with suppliers of fuel, oil, services, provisions and other items attendant to the operation by the Lessee of its facilities located on the Leased Premises.

## **9. Governmental Regulations.**

**9.1** The Lessee recognizes the authority of the FAA or GDOT to regulate all matters pertaining to the actual flight and the servicing, airworthiness and repair of aircraft, and of the FTY Airport Manager to direct the operations of FTY, including the operations of the Lessee insofar as same affect the operations of FTY as an airport, and the rights of the public and other persons to the use of same and further recognizes the authority of the Airport Manager and of the Lessor to promulgate rules and regulations from time to time for the operations and control of the Fulton County Airport during normal operation, as well as in periods of emergency.

**9.2 Subordination.** This Lease is subordinate to the provisions of any agreement between the County and the United States or other governmental authority (regardless of when made) that affects FTY, including, but not limited to, agreements governing the expenditure of federal funds for FTY improvements. In the event that the FAA or other governmental authority requires any modification to this Lease as a condition of the County entering into any agreement or participating in any program applicable to FTY (including, but not limited to, those providing funding), Lessee agrees to consent to any such modification. If a governmental authority determines that any act or omission of Lessee has caused or will cause the County to be noncompliant with any of the County's government commitments (including, but not limited to, any assurances or covenants required of the County or obligations imposed by law), Lessee shall immediately take all actions that may be necessary to preserve the County's compliance with the same. Without liability to the County, the County shall have the right to terminate this Lease and reenter and repossess any portion of the Leased Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Lessee by such authority.

**10. Liability and Indemnification.** The Lessee shall indemnify and hold harmless the County, its Commissioners, officials, officers, agents and employees, from and against any claim

or liability of any nature, including but not limited to injury to person or property on or about the Leased Premises, caused solely by the activity of the Lessee or any sub-lessees during the term of this Lease; the provisions of this sentence shall survive the termination (regardless of method) or expiration of this Lease for a period of seven (7) years following said termination or expiration. The Lessee assumes responsibility for maintaining order on the Leased Premises during the term of this Lease, and agrees to obey all laws and regulations governing its condition, and to permit no nuisance thereon.

**11. License or Franchise.** Should the Lessee herein be granted any license or franchise by any public or quasi-public agency to operate a facility at FTY under such conditions that such license or franchise is exclusive, and the granting thereof to the Lessee precludes the granting of similar license or franchise to another operator at FTY, the Lessee herein may be required as a condition of this Lease to allow the use by other operators of such facility, to the reasonable capacity thereof. In such cases other operators shall be required to pay proportionately the cost of such facility, including the additional cost to the Lessee, if any, by reason of having said facility granted to and installed on the Leased Premises. Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Lease are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the airport.

**12. Assignment and Subletting.** The rights of the Lessee herein shall not be assigned or sublet, in whole or in part, to any other person, firm or corporation, without the specific written consent of the County, which consent shall not be unreasonably withheld; provided, however, Lessee may, without the consent of the County: (i) subject to thirty (30) days prior notice to the County, assign or sublet, in whole or in part, the rights of the Lessee under this Lease to any affiliate or subsidiary entity of the Lessee, (ii) sublease ramp, hangar and other spaces to customers of Lessee for any normal FBO aeronautical uses permitted hereunder upon such terms and conditions as Lessee may determine in its sole discretion, and (iii) make a collateral assignment of this Lease to secure any construction loan to finance the construction of any improvements on the Leased Premises by Lessee, and the holder of said collateral assignment shall have the right to remove any improvement financed by Lessee upon default of Lessee, as well as the power of sale

contained in the security agreement. Lessor reserves the right as Fulton County Airport sponsor to review any sublease for ramp, hangar or other space, upon reasonable request to Lessee.

**13. Insurance.** The Lessee shall obtain and keep in force during the term of this Lease an aviation public liability insurance policy, naming the County as an additional insured, issued by a recognized insurance company authorized to do business in Georgia. Lessee shall maintain coverage in the categories and amounts described herein below:

**13.1 Coverage.** Throughout the term of this Lease Lessee shall provide and maintain in full force and effect Airport Liability insurance with limits of not less than \$3,000,000 per occurrence/aggregate and also meeting the following requirements:

- (i) Lessee shall name Fulton County as an additional insured; and
- (ii) Lessee's insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductibles, non-contributory, and waiver of subrogation in favor of Fulton County.

This insurance coverage shall remain effective during the Term of this Lease. Lessee shall promptly provide the County with any notice of cancellation of any or all of such insurance coverage and shall promptly provide the County with evidence that no lapse in insurance coverage has or will occur. Failure to maintain the above insurance coverage shall constitute an event of default by Lessee under this Lease, subject to the notice and cure rights contained in Section 5.1 and 5.2 above.

The aforementioned insurance coverage specified in this Lease are the minimum requirements and these requirements do not lessen or limit the liability of the Lessee.

**14. Estoppel Certificates.** Lessor agrees, upon not less than thirty (30) days prior written notice by Lessee, to execute, acknowledge and deliver a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications), (ii) stating the dates to which rent and other charges hereunder have been paid by Lessee, (iii) stating whether or not, to the best knowledge of Lessor, Lessee is in default in the performance of any covenant,

agreement or condition contained in this Lease, and if so, specifying each default of which Lessor may have knowledge, and (iv) stating the address to which notices to Lessor should be sent. Any such statement delivered pursuant hereto may be relied upon by Lessee, any lender, mortgagee or creditor of Lessee, any prospective purchaser or sublessee (subtenant) of Lessee, or any prospective assignee of any such lender, mortgagee, creditor, purchaser or sublessee.

**15. Hazardous Substance.**

- (1) Lessee shall within ninety (90) days of the Date of Execution of this Agreement, report to Lessor any pre-existing environmental contamination located on premises. Lessor shall at its expense be solely responsible for the timely remediation of any pre-existing environmental contamination and shall take steps reasonably necessary to complete said remediation within a reasonable time. Lessor shall only be responsible for remediation if the pre-existing contamination involves substances at notification levels as may:
  - A. Be contained in the Georgia Department of Natural Resources, Environmental Protection Division guidelines set forth in Appendix I of § 391-3-19 of the Georgia Administrative Code.
  - B. Constitute any remedial obligations under any applicable environmental laws, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), the Resource Conservation and Recovery Act of 1987, as amended (“RCRA”),
- (2) Lessee shall not use, store, treat, discard or dispose of any hazardous substances in or about the Leased Premises, in violation of any Applicable Environmental Law (as hereinafter defined). For purpose of this Lease, “**hazardous substances**” shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the Environmental Protection Agency (EPA) and the list of toxic

pollutants designated by Congress or the EPA under any applicable environmental law or legislation, as such lists may be supplemented, amended or newly enacted from time to time. To the extent that any of the applicable environmental laws of the State of Georgia establish a meaning for “hazardous substances” which is broader than that specified in any federal legislation or laws, such broader meaning shall apply. **“Applicable Environmental Law”** shall mean and include the collective aggregate of the following: any law, statute, ordinance, rule, regulation, order or determination of any governmental authority or any board of fire underwriters (or body exercising similar functions) or any restrictive covenant or deed restriction (recorded or otherwise) pertaining to the environmental and ecological condition of the Leased Premises.

- (3) The occupancy, operation and use of the Leased Premises by Lessee shall not violate any Applicable Environmental Laws.
- (4) Without limiting the generality of the above, Lessee represents that it is not the subject of any pending or, to the best of Lessee’s knowledge, threatened investigation or inquiry by any governmental authority, or subject to any remedial obligations under any applicable environmental laws, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), the Resource Conservation and Recovery Act of 1987, as amended (“RCRA”), and any and all applicable state environmental laws, and this representation and warranty would continue to be true and correct following disclosure to any applicable governmental authority of all relevant facts, conditions and circumstances pertaining to the Lessee.
- (5) Lessee represents that it is not required to obtain any permits, licenses or authorization to occupy, operate or use any portion of the Leased Premises by reason of any Applicable Environmental Laws, other than permits and approvals received to operate an aviation fuel farm on the Leased Premises.

- (6) Lessee shall not cause any violation of any Applicable Environmental Laws, nor permit any environmental liens to be placed on any portion of the buildings or the Leased Premises as a result of Lessee's actions.
- (7) Lessee shall give notice to the County immediately upon either (i) Lessee's receipt of any written notice from any governmental authority of a violation of any Applicable Environmental Laws with respect to the Leased Premises, or (ii) acquiring actual knowledge of the presence of any hazardous substances on the Leased Premises in a condition that is resulting or could reasonably be expected to result in any adverse environmental impact, with a full description thereof. To the extent a violation of Applicable Environmental Laws is caused solely by Lessee, Lessee shall promptly comply with all Applicable Environmental Laws requiring the notice, removal, treatment, or disposal of such hazardous substances and provide the County with satisfactory evidence of such compliance.

**16. Memorandum of Lease.** Lessor and Lessee agree, at the request of the other, to execute such Memorandum of Lease or Short Form Lease as may be necessary to give notice to the public of the existence of this Lease (including without limitation the Appurtenant Easements) and the Initial Term and any Extension Terms of this Lease, together with such other terms and provisions which may be reasonably requested by the other for purposes of filing such Short Form Lease of record in the public records of Fulton County, Georgia.

**17. Quiet Enjoyment.** Lessor covenants and warrants that if Lessee shall pay the rent and shall perform the other covenants, and agreements and conditions required to be performed by Lessee pursuant to this Lease, Lessee shall, for the Initial Term and any Extension Term of this Lease, freely, peaceably and quietly occupy and enjoy the full possession of the Leased Premises, together with the access thereto, without interruption or hindrance by Lessor, its agent or employees, or any persons or entities claiming by or through Lessor.

**18. Anti-Discrimination.** The Lessee agrees that in its operation and use of FTY, it will not on the grounds of race, color, or national origin, discriminate or permit discrimination

against any person or group of persons in any manner prohibited by Title 49 Code of Federal Regulations, Part 21, Department of Transportation.

**19. Equal Treatment for all Tenants.** Lessor covenants and agrees that going forward it will not afford equal facilities to any other fixed base operators at a lesser sum per acre of ground area, or at a lesser royalty upon fuel, oil, or other commodity than the terms that are afforded Lessee herein.

**20. Taxes.** Nothing in this Lease shall operate to exempt the Lessee from the payment of ad valorem taxes on its assets, or from payment of any licenses required by County regulations or ordinances or laws of the State of Georgia for the operation of the Lessee's business at the Leased Premises. It is understood, however, that Lessee may pay any imposed taxes, fees, charges, levies or assessments under protest and, in good faith, contest the validity or amount thereof. Lessee shall be responsible for any and all late taxes, fees, interest, or other changes levied on account of its contesting the validity or amount of any such taxes, fees, charges, levies or assessments and agrees to take all necessary steps to remove or bond off any liens placed on the Land or Leased Premises within thirty (30) days of the same being recorded.

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

LESSOR: Fulton County, Georgia  
c/o Airport Manager, Fulton County Airport  
3952 Aviation Circle, N.W., Room 200  
Atlanta, Georgia 30336

Fulton County, Georgia  
c/o Fulton County Land Administrator  
141 Pryor Road SW, Suite 8021  
Atlanta, Georgia 30303

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

LESSEE: Brakkam Aviation Management, LLC  
455 Carondelett Cove SW  
Atlanta, Georgia 30331

The Integral Group LLC  
191 Peachtree Street  
Suite 4100  
Atlanta, Georgia 30303

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

**23. Airport Operation Areas.** The County agrees that it will, at its own expense, maintain the aircraft operation areas, including taxiways and runways, in a useable condition considering the type and nature of the initial construction as shall be necessary and reasonable for the business operations of Lessee.

**24. Signs.** Lessee agrees that no signs or advertising matter may be erected without the consent of Lessor.

**25. Obstruction Lights.** Lessee agrees to permit Lessor to install, maintain and operate proper obstruction lights on the tops of all buildings or structures to be placed on the Leased Premises at no cost to the Lessee.

**26. Title VI, Civil Rights Assurances.**

**26.1** The Lessee, for himself, his personal representatives, successors in interest, and assigns, agrees that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of



Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination, in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulations may be amended.

**26.2 Affirmative Action.** The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered sub-organizations provide Assurances to the Lessor that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

**27. Nonexclusive Rights.** Lessee shall have the right and privilege of engaging in and conducting a business on the Leased Premises of FTY under the terms and conditions as set forth, provided, however, that this Lease shall not be construed in any manner to grant Lessee or those claiming under it the exclusive right to the use of the premises and facilities of FTY other than those Leased Premises leased exclusively to Lessee.

**28. Aircraft Service by Owner or Operator.** It is clearly understood by Lessee that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft on FTY from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.

**29. Airport Development.** Lessor reserves the right to further develop or improve the landing area of the FTY as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance. If the development of the airport requires the relocation of the Lessee, the Lessor agrees to provide a comparable location and agrees to relocate all buildings or provide similar facilities for the Lessee at no cost to the Lessee.

**30. Obstructions.** Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on FTY which, in the opinion of Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft. Lessee shall, upon approval by Lessor and prior to any construction of any nature within the boundaries of the FTY, prepare and submit to the FAA, FAA Form 7460-1, "Notice of Proposed Construction or Alteration", as required by Federal Aviation Regulation Part 77.

**31. Liens and Performance of Construction.** Lessee shall keep the Leased Premises free from any Mechanics and Materialmen's Liens (*see e.g.* O.C.G.A. § 44-14-360 *et seq.*) arising out of any work performed, materials furnished, or obligations incurred by or for Lessee. In the event that Lessee shall not, within 15 days following the imposition of any lien, cause the lien to be released of record by payment or posting of a proper bond, Lessor shall have, in addition to all other available remedies, the right to cause the lien to be released by any means it deems proper, including payment of or defense against the claim giving rise to the lien. All expenses so incurred by Lessor shall be reimbursed by Lessee promptly following Lessor's demand. Lessee shall give Lessor no less than twenty (20) days' prior notice in writing before commencing construction of any kind on the Leased Premises. In the event that Lessee begins but, for whatever reason, fails to complete any construction on the Leased Premises, Lessee agrees to be solely responsible for returning the Leased Premises to the condition it was in prior to the beginning of said construction.

## **32. MISCELLANEOUS PROVISIONS**

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

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

**32.3 Time of the Essence.** Time is of the essence of this Lease.

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

**32.5 Severability.** This Lease is intended to be performed in accordance with and only to the extent permitted by applicable law. If any clause or provision of this Lease or the application thereof to any person or circumstance is or becomes illegal, invalid or unenforceable because of present or future laws, rule or regulation of any governmental body, or becomes unenforceable for any reason, the intention of the parties hereto is that the remaining parts of this Lease and the application of such provision to other persons or circumstances shall not be thereby affected, but rather shall be enforced to the greatest extent permitted by law, unless the amount of Rent payable hereunder is thereby decreased, in which event County may terminate this Lease.

**32.6 No Waiver of Rights.** No failure or delay by County to exercise any right or power given it or to insist upon strict compliance by Lessee with any obligation imposed on it, and no custom or practice of either party hereto at variance with any term hereof shall constitute a waiver or a modification of the terms hereof by County or any right it has herein to demand strict compliance with the terms hereof by Lessee. No payment by Lessee or acceptance by County of a lesser amount than shall be due from Lessee to County of a lesser amount than shall be deemed to be anything but payment on account, and the acceptance by County of such lesser amount, whether by check with an endorsement or statement thereon or by an accompanying letter or otherwise stating that said lesser amount is payment in full shall not be deemed an accord and satisfaction, and County may accept such payment without prejudice to County's rights to recover the balance due or pursue any of County's other remedies hereunder. For the purpose of any suit brought by County in connection with the Lease, the failure to include any sum or sums maintained shall not be a bar to the maintenance of any suit or action for the recovery of said sum or sums so omitted.

**32.7 Brokerage Commissions.** Lessee warrants and represents to the Lessor that Lessee has not employed or retained any broker, finder or agent in connection with the negotiation of this Lease. Lessor warrants and represents to Lessee that Lessor has not employed or retained any broker, finder or agent in connection with the negotiation of this Lease.

**32.8 Restaurants.** The operation of a restaurant or cafeteria on the Leased Premises for public use is expressly forbidden.

**32.9 Governing Laws.** This Lease shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia. This Lease is expressly subordinate to any FAA rules or regulations.

**32.10 Force Majeure.** County and Lessee shall be excused from the performance of any of its obligations for the period of any delay resulting from any cause beyond its control, including, without limitation, all strikes and labor disputes; acts of governmental authorities such as expropriation, condemnation, and governmental regulations or controls; acts of God such as severe acts of nature or weather events including floods, fires, earthquakes, tornadoes, hurricanes, explosions or other casualties; war, and acts of terrorism; certain accidents or severe incidents resulting in the inability to obtain supplies or other difficulties beyond the reasonable control of such party.

[SIGNATURE PAGE FOLLOWS]

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

**COUNTY:**

FULTON COUNTY, GEORGIA  
a political subdivision of the State of Georgia

\_\_\_\_\_  
Robert L. Pitts, Chairman

Attest:

\_\_\_\_\_  
Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

\_\_\_\_\_  
Kaye Woodard Burwell, Interim County Attorney

**LESSEE:**

BRAKKAM AVIATION MANAGEMENT, LLC  
a Georgia limited liability company

By: \_\_\_\_\_  
Name: Miguel Southwell  
Title: President and Chief Executive Officer

(SEAL)

THE INTEGRAL GROUP LLC  
a Georgia limited liability company

By: \_\_\_\_\_  
Name: Egbert L. J. Perry  
Title: Chief Executive Officer

(SEAL)

## **EXHIBIT "A"**

### **Legal Description**

All that Tract or Parcel of Land lying and being in Land Lot 21 of the 14th/ District, Fulton County, Georgia and being more particularly described as follows:

BEGINNING at a point located on the southerly right-of-way line of Sandy Creek Road (50' right-of-way) also being the northeast corner of Lease Parcel 4, said point shall be known as the POINT OF BEGINNING; Thence, proceeding from the POINT OF BEGINNING thus established and leaving said right-of-way line of Sandy Creek Road (50' right of way) run South 15 degrees 07 minutes 12 seconds West, a distance of 119.05 feet;

Thence, South 10 degrees 06 minutes 31 seconds East, a distance of 288.57 feet;

Thence, along the northerly limit of the Taxiway Object Free Area, South 79 degrees 52 minutes 28 seconds West, a distance of 1294.98 feet to a point along the easterly right of way of Access Road (50' right of way);

Thence, leaving said northerly limit of the Taxiway Object Free Area and along said easterly right of way of Access Road (50' right of way), along a curve to the right having a radius of 138.99 feet, a distance of 119.95 feet, said curve being subtended by a chord bearing of North 25 degrees 47 minutes 50 seconds West and chord distance of 116.26 feet;

Thence, along a curve to the right, having a radius of 187.94 feet, a distance of 31.17 feet, said curve being subtended by a bearing of North 08 degrees 35 minutes 45 seconds East and chord distance of 31.13 feet;

Thence, North 13 degrees 34 minutes 34 seconds East, a distance of 100.36 feet;

Thence, along a curve to left, having a radius of 374.94 feet, a distance of 100.42 feet, said curve being subtended by a bearing of North 03 degrees 17 minutes East and chord distance of 100.12 feet;

Thence North 06 degrees 15 minutes 39 seconds West, a distance of 155.70 feet;

Thence, leaving said easterly right of way of Access Road (50' right of way), along a curve to the right, having a radius of 16.00 feet, a distance of 24.17 feet, said curve being subtended by a bearing of North 36 degrees 55 minutes 48 seconds East and a chord distance of 21.94 feet, to a point along the southerly right of way of sandy Creek Road (50' right of way);

Thence, continuing along said southerly right of way of sandy Creek Road (50' right of way), North 79 degrees 53 minutes 44 seconds East, a distance of 677.31 feet;

Thence, along a curve to right having a radius of 150.50 feet, a distance of 95.82 feet, said curve being subtended by a bearing of South 80 degrees 01 minutes 08 seconds East and a chord distance of 94.21 feet;

Thence, South 62 degrees 48 minutes 04 seconds East, a distance of 17.79 feet;

Thence, along a curve to left having a radius of 200.92 feet, a distance of 135.48 feet, said curve being subtended by a bearing of South 79 degrees 42 minutes 59 seconds East and a chord distance of 132.93 feet;

Thence, North 79 degrees 56 minutes 09 seconds East, a distance of 312.30 feet;

Thence, along a curve to the right having a radius of 156.13 feet, a distance of 63.01 feet, said curve being subtended by a bearing of South 86 degrees 29 minutes 29 seconds East and chord distance of 62.58 feet, to THE POINT OF BEGINNING.

Said Tract or Parcel of land containing 604,583.7 Square Feet or 13.879 Acres of Land and being depicted as a lease area on a drawing entitled "Exhibit of Fulton County Airport - Brown Field North Terminal Lease Area Parcels", prepared by Long Engineering, Inc., Stamped by Jaime F. Higgins RLS #2802, dated September 17<sup>th</sup>, 2020.



# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 21-0328

**Meeting Date:** 5/5/2021

### Department

Department of Registration and Elections

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

Request approval of a statewide contract - Registration and Elections, SWC99999-001-SPD0000136-0003, Temporary Staffing - Clerical & Light Industrial in an amount not to exceed \$7,744,880.00 with Happy Faces Personnel Group, Inc. (Tucker, GA) to provide temporary staffing services for the Department of Registration and Elections 2021 Elections. Effective upon BOC approval through December 31, 2021.

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

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

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

Open and Responsible Government

### Commission Districts Affected

- |               |                                     |
|---------------|-------------------------------------|
| All Districts | <input checked="" type="checkbox"/> |
| District 1    | <input type="checkbox"/>            |
| District 2    | <input type="checkbox"/>            |
| District 3    | <input type="checkbox"/>            |
| District 4    | <input type="checkbox"/>            |
| District 5    | <input type="checkbox"/>            |
| District 6    | <input type="checkbox"/>            |

### Is this a purchasing item?

Yes

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

**Scope of Work:** This request is to utilize the statewide contract to provide supplemental staffing services to prepare and conduct the following 2021 scheduled elections:  
- November 2, 2021 countywide Special Election



- General Municipal Elections
- Municipal Runoff Election on November 30, 2021

**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:** Request approval of spending authority, not to exceed the amount of \$7,744,880.00 through December 31, 2021.

**Project Implications:** None

**Community Issues/Concerns:** Early Voting and Election Day poll locations not properly staffed.

**Department Issues/Concerns:** We have used supplemental staff to assist with preparation and conduct of all elections. If the spending authority is not approved, the department will not be able to meet state mandated deadlines.

**Contract Modification:** This is a new request.

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

Contract Value: **\$7,744,880.00 (Not to Exceed)**

Prime Vendor: **Happy Faces Personnel Group, Inc**  
Prime Status: **African American Female Business Enterprise - Non Certified**  
Location: Tucker, GA  
County: DeKalb County  
Prime Value: \$ 7,744,800 or 100.00%

**Total Contract Value: \$7,744,880.00 or 100.00%**

**Total M/FBE Value: \$7,744,880.00 or 100.00%**

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

Exhibit 1: Statewide Contract for Happy Face  
Exhibit 2: Budget for Registration and Elections

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

Richard L. Barron, Director, Registration and Elections, (404) 6

**Contract Attached**

No

## **Previous Contracts**

Yes

## **Total Contract Value**

Original Approved Amount: \$0.00  
Previous Adjustments: \$0.00  
This Request: \$7,744,880.00  
TOTAL: \$7,744,880.00

## **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 to engage with this vendor is dependent on the presentation and approval of a sounding request to supplement the Reg. and Elec. budget for 2021 and reimbursement/payments from cities for the municipal election.

### **Funding Line 1:**

100-265-2645-1160: General, Regis & Elections, Professional Services (Special SPLOST Election)  
\$4,355,080.00

### **Funding Line 2:**

350-265-2682 / 2660 /2661/ 2693/ 2694/ 2635/ 2669/ 2670/ 2674/ 2680/ 2685/2686/ 2683/2684 -  
1160: Election, Regis & Elections, Professional Services (General Municipal & Runoff Elections)

350-265-2667/2668 / 2689/2688 / 2639/2640 / 2678 - 1160: Elections, Regis & Elections,  
Professional Services (General Municipal & Runoff Elections) - \$3,089,770.00

### **Funding Line 3:**

461-265-CTC2-1160: Grant, Regis & Elections, Professional Services (General Municipal & Runoff  
Elections) - \$300,000

### **Funding Line 5:**

<b>Key Contract Terms</b>	
<b>Start Date:</b> BOC Approval	<b>End Date:</b> 12/31/2021
<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b>

**Overall Contractor Performance Rating:**

**Would you select/recommend this vendor again?**

Yes

**Report Period Start:**

**Report Period End:**

# Statewide Information Sheet

Statewide Contract Number		99999-SPD0000136-0003	NIGP Code	96269 (Please see additional NIGP Codes referenced)
Name of Contract	Temporary Staffing Services			
Effective Date	July 01, 2017		Expiration Date	June 30, 2021
Contract Table of Contents				
Vendors Awarded	9		Contract Information	MANDATORY CONTRACT
Contract Information for Vendor			Page Number	
<a href="#">Happy Faces Personnel Group, Inc.</a>			2	
<a href="#">Regional Map</a>			3-4	
<a href="#">Contract Renewals/Extensions/Changes</a>			5	
<a href="#">Contact Information</a>			6	

Contract Information	
<b>Statewide Contract Number</b>	99999-SPD0000136-0003
<b>PeopleSoft Vendor Number</b>	0000306386
<b>Vendor Name &amp; Address</b>	
Happy Faces Personnel Group, Inc. 4333 Lynburn Drive Tucker, GA 30084	
<b>Contract Administrator</b>	
Edwina Berry (Primary Contact) <a href="mailto:edwina@happyfaces.net">edwina@happyfaces.net</a> Telephone: 770-414-9071 Mobile: 770-815-7754 Fax: 770-414-9072 <a href="http://www.happyfaces.net/">http://www.happyfaces.net/</a>	<u>Secondary Contact</u> Lenard Hairston <a href="mailto:Lhairston@happyfaces.net">Lhairston@happyfaces.net</a> Telephone: 770-414-9071 Fax: 770-414-9072
<b>Contact Details</b>	
<b>Ordering Information</b>	E-mail, Fax or Phone to Contract Administrator or Local Representatives
<b>Remitting Information</b>	4333 Lynburn Drive Tucker, GA 30084
<b>Delivery Days</b>	N/A
<b>Discounts</b>	<a href="#">N/A</a>
<b>Payment Terms</b>	Net 30 Days
<b>Bid Offer includes</b>	State and Local Government
<b>Acceptable payment method</b>	Vendor will accept Purchase Orders and the Purchasing Card under this contract as permitted by current policies governing the Purchasing Card program.





**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.

### **Renewals**

Renewal #1 July 1, 2019 to June 30, 2020

Renewal #2 July 1, 2020 to June 30, 2021





**\* See Team Georgia Marketplace (Click Open Summary) for current Contract Management Specialist contact information.**

## COMPENSATION

The services provided shall be compensated on an hourly rate basis for a total not to exceed amount of \$7,744,880, to include payroll for staff currently working on post 2020-2021 election reconciliations and open record requests, the 2021 special countywide and 13 municipal general elections, seven runoffs, and any unexpected special district or countywide special election prior to the November 2021 elections.

QTY		Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours
	<b>1160 SALARIES - TEMPORARY</b>				
	<b><u>POLL WORKER TRAINING - TEMP</u></b>				
2	R&E Assistant 1 - (PW Payroll / Training)	\$ 17.74	\$ 25.83	960	100
5	R&E Assistant 2 - (PW Payroll / Training)	\$ 20.68	\$ 30.06	960	100
10	Instructors	\$ 39.17	\$ 57.83	125	0
25	Rec and Doc Asst (Class Assistants)	\$ 17.77	\$ 25.84	150	0
	<b><u>SYSTEM SPECIALIST EPC - TEMP</u></b>				
20	Systems Specialist (ED-TS Whse)	\$ 23.60	\$ 33.06	1040	150
2	Election System Associates	\$ 15.00	\$ 22.50	1040	150
	<b><u>VOTER EDUCATION / ADMIN - TEMP</u></b>				
1	Registration & Elections (Admin - Front Desk)	\$ 17.74	\$ 25.83	560	40
2	Registration and Elections (VEO)	\$ 20.33	\$ 25.83	560	40
	<b><u>SUPPLIES &amp; LOGISTICS EPC - TEMP</u></b>				
15	R&E Assistant-Logistics	\$ 17.74	\$ 25.83	1040	150
1	Executive Assistant	\$ 20.48	\$ 29.77	1040	150
2	Courier - Fleet Coordinator	\$ 26.87	\$ 38.76	160	40
1	Security Manager	\$ 57.82	\$ 85.37	20	0
60	Couriers	\$ 23.58	\$ 34.02	120	40
4	AB Drop Box / Supply Couriers / Reconciliation	\$ 17.22	\$ 22.66	200	32
	<b><u>REGISTRATION - TEMP</u></b>				
5	R&E Assistant-Logistics	\$ 17.77	\$ 25.84	1040	150
1	Executive Assistant	\$ 20.48	\$ 29.77	1280	102
10	Call Center	\$ 17.77	\$ 25.84	1280	102
5	Data Entry Clerk (Electronic Applications)	\$ 17.77	\$ 25.84	1280	102
1	Retention	\$ 17.77	\$ 25.84	1280	102
1	Quality Control	\$ 17.77	\$ 25.84	1280	102
	<b><u>ABSENTEE - TEMP</u></b>				
7	Data Entry Clerks (10 Electronic Apps, 5 Paper)	\$ 17.77	\$ 25.84	1280	102
2	Credit for Voting	\$ 17.77	\$ 25.84	1280	102
5	Sorting	\$ 17.77	\$ 25.84	1280	102
1	Ballot Openers and Runners	\$ 17.77	\$ 25.84	1280	102
1	Rejection Clerks	\$ 17.77	\$ 25.84	1280	102
1	Courier - Fleet Coordinator Mail Room	\$ 26.87	\$ 38.76	1280	102
2	Courier- Mail Room	\$ 23.58	\$ 34.02	1280	102
2	Retention (2 Scanners, 2 Index, 2 Retention)	\$ 17.77	\$ 25.84	1280	102
2	Scanners	\$ 17.77	\$ 25.84	1280	102
	<b><u>ADVANCE VOTING - TEMP</u></b>				
24	Admin Asst II (Advance Voting - Manager)	\$ 19.55	\$ 28.43	176	77
48	Admin Asst I (Advance Voting - Asst. Mgr)	\$ 18.66	\$ 27.12	120	77
24	Advance Voting Line Monitors	\$ 19.65	\$ 28.35	120	77
24	Technicians - AV	\$ 31.00	\$ 47.25	120	77
24	Rec and Doc Asst - Clerical (AV)	\$ 17.77	\$ 25.84	120	77
96	Rec and Doc Asst (Advance Voting - Clerk)	\$ 17.77	\$ 25.84	120	77
24	Security AV Sites	\$ 50.00	\$ 75.00	120	77

**COMMUNITY ENGAGEMENT MOBILE OUTREACH****VEHICLE - TEMP**

1	MVP Driver Coordinator	\$	35.00	\$	52.50	120	115
6	MVP Drivers	\$	25.00	\$	37.50	120	115

**1160 PROFESSIONAL SERVICES**

Moving Company Estimate (2 Del Day & 2 Pickup Days)	\$10,000
Dominion Staff Estimate	\$50,000
KnowInk Staff Estimate	\$75,000

**1160 TEMP & PROFESSIONAL SERVICES**





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0329

**Meeting Date:** 5/5/2021

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### Department

Department of Human Resources Management

### Requested Action

Request approval to extend existing contracts - Department of Human Resources Management, Bid/RFP# 17RFP215152B-TR - Family and Medical Leave Act (FMLA) Administration Services in an amount not to exceed \$24,345.66 with Sedgwick Claims Management, Inc., (Dublin, OH) to provide/perform comprehensive FMLA administration for the County workforce for an additional one hundred twenty (120) calendar days. Effective dates: May 1, 2021 through August 31, 2021.

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

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

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

**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 currently administers FMLA on a “rolling” 12 month period measured backward from the date an employee uses any FMLA leave. Fulton County requires employees on FMLA leave to utilize any vacation, sick, and/or holiday leave available prior to being placed on unpaid status. Fulton County currently contracts with an outside vendor to provide FMLA administration services to all County departments and the offices of elected officials, except for the Office of the Fulton County Sheriff.

**Scope of Work:** The Department of Human Resources Management requests approval to extend an existing contract for provision of comprehensive FMLA administration for Fulton County, beginning with the request for FMLA leave through the determination and expiration and/or exhaustion of the leave. If approved, the extension will provide the Department of Human Resources Management time to complete the solicitation process for a new vendor. Initiation of the solicitation process initially was delayed several months as a result of the COVID-19 pandemic. RFP No. #20RFP0810B-EC was issued on August 18, 2020. As transitioning to a new vendor would necessitate the transfer of open FMLA claims, including all data and records necessary to administer FMLA to Fulton County, it is anticipated that the transition/implementation process itself would take at least ninety to one-hundred twenty days. Failure to extend the subject contract will be detrimental to Fulton County as current Department of Human Resources Management staff does not have the training, skills or experience to provide the same level of service as Sedgwick Claims Management. Failure to extend the subject contract also would result in managers within the departments being responsible for managing and tracking FMLA leave, which will in turn lead to their increased risk of personal liability for any errors that may occur and increased legal exposure overall for the County. Handling FMLA leave more consistently and effectively reduces the overall expenses of leave, improve employee morale, fosters a more productive environment, reduces the risk of litigation or penalties and minimizes the administrative time and effort currently expended by Fulton County staff on FMLA absence-related matters.

**Community Impact:** There is no community impact.

**Department Recommendation:** The Department of Human Resources Management recommends approval of this request to enter into contract negotiations.

**Project Implications:** There are no project implications.

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

**Department Issues/Concerns:** It is imperative to move forward to ensure continuity of FMLA administration services.

**Contract Modification:** This is a new request.

**History of BOC Agenda Item:** Yes

#### CURRENT CONTRACT HISTORY BOC ITEM DATE DOLLAR AMOUNT

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Award Amount	17-0309	5-17-17	\$109,840.00
1st Renewal	17-1067	12-20-17	\$109,840.00
2 <sup>nd</sup> Renewal	18-0982	12-19-18	\$80,000.00
Extension No.1	20-0207	4-16-20	\$80,000.00
Extension No. 2	20-0982	12/16/20	\$40,000.00

Extension No. 3			\$24,345.66
<b>Total Revised Amount</b>			<b>\$444,025.66</b>

**Contract & Compliance Information** *(Provide Contractor and Subcontractor details.)***Contract Value:** \$24,345.66**Prime Vendor:** Sedgwick Claim Management, Inc.**Location:** Dublin, OH**County:** Franklin County**Prime Value:** \$24,345.66 or 100.00%**Subcontractor:** None**Total Contract Value:** \$24,345.66 or 100.00%**Total M/FBE Value:** 0.00**Exhibits Attached**

Exhibit 1: Extension Agreement

Exhibit 2: Contractor Performance Report

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

Kenneth L. Hermon, Jr., Chief Human Resources Officer, Department of Human Resources Management, 404.613.0923

**Contract Attached**

No

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$109,840.00

Previous Adjustments: \$309,840.00

This Request: \$ 24,345.66

TOTAL: \$ 444,025.66

**Grant Information Summary**Amount Requested: ☐ Cash

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**Agenda Item No.:** 21-0329

**Meeting Date:** 5/5/2021

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Match Required:

☐ In-Kind

Start Date:

☐ Approval to Award

End Date:

☐ Apply & Accept

Match Account \$:

## **Fiscal Impact / Funding Source**

### **Funding Line 1:**

100-215-2154-1160: General, Human Resource Management - HR Policy Management - Professional Services

### **Funding Line 2:**

### **Funding Line 3:**

### **Funding Line 4:**

### **Funding Line 5:**

<b>Key Contract Terms</b>	
<b>Start Date:</b> 5/1/2021	<b>End Date:</b> 8/31/2021
<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b>

## **Overall Contractor Performance Rating:**

**Would you select/recommend this vendor again?**

Yes

**Report Period Start:**

1/1/2019

**Report Period End:**

12/31/2020



### **EXTENSION NO. 3 TO FORM OF CONTRACT**

Contractor: Sedgwick Claims Management Services, Inc.

Contract No. 17RFP215152B-TR, Family Medical Leave Act Administration Services

Address: 8125 Sedgwick Way  
City/State Memphis, TN 38125

Telephone: (614) 789-6014

E-mail: [Kathleen.Burke2@sedgwick.com](mailto:Kathleen.Burke2@sedgwick.com)

Contact: Kathleen Burke  
Account Executive

### **W I T N E S S E T H**

WHEREAS, Fulton County ("County") entered into a Contract with Sedgwick Claims Management Services, Inc. to provide/ Family and Medical Leave Act (FMLA) Administrative Services, on behalf of the Department of Human Resources Management;

WHEREAS, the County wishes to extend the subject contract, with all terms and conditions unchanged, for an additional 120-day calendar days; and

WHEREAS, Fulton County is in the final stages of the solicitation process for a new vendor for FMLA administration services; and

WHEREAS, initiation of the solicitation process initially was delayed several months as a result of the COVID-19 pandemic; and

WHEREAS, transitioning to a new vendor will necessitate the transfer of open FMLA claims, including all data and records necessary to administer FMLA to Fulton County, and

WHEREAS, it is anticipated that the transition/implementation process for a new vendor will take at least ninety to one-hundred twenty calendar days; and

WHEREAS, the failure to extend the subject contract will be detrimental to Fulton County as current Department of Human Resources Management staff does not have the training, skills or experience to provide the same level of service as Sedgwick; and

WHEREAS, failure to extend the subject contract would result in managers within the departments being responsible for managing and tracking FMLA leave, which will in turn lead to their increased risk of personal liability for any errors that may occur and

increased legal exposure overall for the County.

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

WHEREAS, this Extension was approved by the Fulton County Board of Commissioners on (Insert BOC date and BOC#).

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

This Extension No. 3 to Form of Contract is effective as of the 1st day of May, 2021, between the County and Sedgwick Claims Management Services, Inc., who agree that all services specified will be performed by in accordance with this Extension No. 3 to Form of Contract and the Contract Documents for an additional 120-calendar days, with the contract ending as of 31st day of August, 2021.

1. **COMPENSATION:** The services herein shall be performed by Contractor for a total amount not to exceed \$24,345.66.
3. **LIABILITY OF COUNTY:** This Extension No. 3 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF EXTENSION NO. 3 TO FORM OF CONTRACT:** Except as modified by this Extension No. 3 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

**[INTENTIONALLY LEFT BLANK]**

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

OWNER:

**FULTON COUNTY, GEORGIA**

CONSULTANT:

**SEDGWICK CLAIMS  
MANAGEMENT SERVICES, INC.**

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Michael Shook  
Senior Vice President, Managing  
Counsel

ATTEST:

\_\_\_\_\_  
Tonya R. Grier  
Interim Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
Secretary/  
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

\_\_\_\_\_  
Office of the County Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Notary Public

County: \_\_\_\_\_

\_\_\_\_\_  
Kenneth L. Hermon, Jr., CHRO  
Department of Human Resources  
Management

Commission Expires: \_\_\_\_\_

(Affix Notary Seal)

ITEM#: _____ RCS: _____ <b>RECESS MEETING</b>	ITEM#: _____ RM: _____ <b>REGULAR MEETING</b>
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DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT  
PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
January 1, 2019	December 31, 2020	May 1, 2021	August 31, 2021
PO Number			PO Date
17RFP215152B-TR			
Department	Human Resources Management		
Bid Number	17RFP215152B-TR		
Service Commodity	Family and Medical Leave Act (FMLA) Administrative Services		
Contractor	York Risk Services Group, Inc.		

- 0 = Unsatisfactory** *Achieves contract requirements less than 50% of the time, not responsive, effective and/or efficient, unacceptable delay, incompetence, high degree of customer dissatisfaction.*
- 1 = Poor** *Achieves contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.*
- 2 = Satisfactory** *Achieves contract requirements 80% of the time; generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.*
- 3 = Good** *Achieves contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied.*
- 4 = Excellent** *Achieves contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.*

1. Quality of Goods/Services (-Specification Compliance - Technical Excellence - Reports/Administration - Personnel Qualification)

- ☐ 0
- ☐ 1
- ☒ 2
- ☐ 3
- ☐ 4

Comments:

Vendor provides efficient and effective FMLA claims services. Vendor representatives responds to inquiries in a timely manner.

2. Timeliness of Performance (-Were Milestones Met Per Contract- Response Time (per agreement, if applicable) - Responsiveness to Direction/Change - On Time Completion Per Contract)

- ☐ 0
- ☐ 1
- ☐ 2
- ☒ 3
- ☐ 4

Comments:

Vendor complies with all federal deadlines and claims consistently have been handled in a timely manner.

3. Business Relations (-Responsiveness to Inquiries - Prompt Problem Notifications)

- ☐ 0
- ☐ 1

Comments:

porsive to inquiries and generally makes representatives available whenever an issue arises.

☒ 3

☐ 4

4. Customer Satisfaction (-Met User Quality Expectations - Met Specification - Within Budget - Proper Invoicing - No Substitutions)

☐ 0

☐ 1

☐ 2

☒ 3

☐ 4

**Comments:**

There have been a few issues raised by user departments but employees generally have been satisfied with the quality of service provided.

5. Contractors Key Personnel (-Credentials/Experience Appropriate - Effective Supervision/Management - Available as Needed)

☐ 0

☐ 1

☐ 2

☒ 3

☐ 4

**Comments:**

Key personnel demonstrate knowledge in the subject matter and are available as needed to address issues and concerns.

Overall Performance Rating:

2.8

Would you select/recommend this vendor again?

(Check box for Yes. Leave Blank for No)

☒ Yes ☐ No

Rating completed by:

Kenneth L. Hermon, Jr.

Department Head Name

Department Head Signature

Date

Kenneth L. Hermon, Jr.

November 18, 2019





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 21-0330

**Meeting Date:** 5/5/2021

### Department

Department of Real Estate and Asset Management

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

Request approval to rescind an Award - Department of Real Estate and Asset Management, Bid# 20ITB126447C-MH, Commercial Appliance Repair and Replacement Services in the amount of \$185,000.00, with Hobart Services-a division of ITW Food Equipment Group, LLC (Troy, OH), to furnish all materials, parts, labor, tools, equipment and appurtenances to provide standby on-site commercial appliance preventive maintenance and repair/replacement services for Fulton County facilities on an "as needed" basis. Effective upon BOC approval.

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

In accordance with Purchasing Code Section 102-421, when a contract requires termination or rescission of the award, it 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** Approval to rescind award for #20ITB126447C-MH, Commercial Appliance Repair and Replacement in the amount of \$185,000 from Hobart Service due to refusal to sign contract on the exceptions to the terms and conditions.

On March 30, 2021, Hobart Service notified the County that they were unable to sign the contract. Hobart requested several exceptions to the General Terms and Conditions which were unacceptable to the County.

This project will be re-solicited.

**Community Impact:** This service impacts the community because of the interruption in the supply of meals to the multi-purpose and community centers if the appliances are inoperable.

**Department Recommendation:** The Department of Real Estate and Asset Management recommends approval to rescind award.

**Project Implications:** This rescission of the award allows the County to move forward to obtain another contractor to provide preventative maintenance and repair services to all County's commercial appliances in accordance to the manufacturer's requirements.

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

**Department Issues/Concerns:** If this rescind award is not approved, the Department cannot move forward in obtaining another Contractor that can provide commercial appliance repair and services Countywide for FY2021.

**Contract Modification:** N/A

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

## **Exhibits Attached**

Exhibit 1: Contractor Refusal Letter

Exhibit 2: Department Recommendation Memo to Rescind Award

**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:	\$185,000.00
Previous Adjustments:	\$0.00
This Request:	(\$185,000.00)
TOTAL:	\$0.00



**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- \$0.00

**Funding Line 2:**

100-520-5220-1116: General, Real Estate and Asset Management, Building Maintenance- \$0.00

Key Contract Terms	
Start Date:	End Date:
Cost Adjustment:	Renewal/Extension Terms:

**Overall Contractor Performance Rating:****Would you select/recommend this vendor again?**

Choose an item.

**Report Period Start:**      **Report Period End:**

Matthew Eberle  
Legal Reviews

701 South Ridge Avenue  
Troy, Ohio 45374-0001  
Phone: 937-332-3087  
LegalReviews@hobartservice.com

March 30, 2021

To: Mark Hawks

RE: RFP Contract

Good Morning,

This letter is in regard to RFP# 20ITB126447C-MIH which was recently awarded to Hobart Service, a division of ITW Food Equipment Group LLC.

Unfortunately, we are unable to agree to a number of the sections within the Terms & Conditions of the contract, specifically the warranty period and the specifics of the indemnification section. Due to this we are unable to sign the contract as provided to us.

Regards,

*Matthew Eberle*

Matthew Eberle  
937-332-3087  
LegalReviews@hobartservice.com



## INTEROFFICE MEMORANDUM

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

**FROM:** Joseph Davis, Director, DREAM 

**DATE:** April 6, 2021

**SUBJECT:** Recommendation to Rescind Award – ITB #20ITB126447C-MH, Commercial Appliance Repair and Replacement -FY2021

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**Recommendation:** The Department of Real Estate and Asset Management recommending approval to rescind award for Commercial Appliance Repair and Replacement Services in the amount of \$185,000, with Hobart Services-a division of ITW Food Equipment Group, LLC (Troy, OH), to furnish all materials, parts, labor, tools, equipment and appurtenances to provide standby on-site commercial appliance preventive maintenance and repair/replacement services for Fulton County facilities on an “as needed” basis. Effective upon BOC approval.

**DISCUSSION:** The County received a letter from Hobart Service on March 30, 2021, to withdraw from this award. Their refusing to sign the Contract Document #20ITB126447C-MH were on the basis of exceptions to the General Terms and Conditions mentioned below:

1. Sections 4 Scope of Work:
  - Warranty
2. Section 5 Insurance and Risk Management Provisions
3. Article 13.6 Termination of Agreement for Cause
4. Article 18. Indemnification
  - 18.1 Non-Professional Services Indemnification
  - 18.2 Notice of Claim
  - 18.3 Defense
  - 18.4 Separate Counsel
    - 18.4.1 Mandatory Separate Counsel
    - 18.4.2 Voluntary Separate Counsel
  - 18.5 Survival
5. Article 25 Audits and Inspectors

This contract furnishing all materials, parts, labor, tools, equipment and appurtenances necessary to provide standby on-site commercial appliance preventive maintenance, repair/replacement services on an “as needed” basis for Fulton County facilities. The Scope

of Work covers the repair of commercial appliances such as ranges, refrigerators, ice makers, steam tables, convection ovens, serving shelves, food warmers, and fryers from various manufacturers.

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If you require additional information, contact Harry Jordan at (404) 612-5933.

Cc. Michael Ross, Administrator, DREAM  
Vijay Nair, Building Maintenance Manager, DREAM  
LaKeshia Brackett, Building Maintenance Manager, DREAM  
Mark Hawks, CAPA, Team C, Purchasing & Contract Compliance  
Harry Jordan, Contract Management Administrator, Purchasing/DREAM  
Sang Gon Kim, Contracting Officer, Purchasing/DREAM





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 21-0331

Meeting Date: 5/5/2021

### Department

Department of Real Estate and Asset Management

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

Request approval to extend existing contracts - Department of Real Estate and Asset Management, Bid#17ITB107780C-GS, Standby Emergency Repair and Restoration Services in the total amount of \$495,000.00 with: (A) Blackmon Mooring of Atlanta, LLC (Norcross, GA), in the amount of \$165,000.00; (B) CRM Services, LLC (Austell, GA), in the amount of \$165,000.00; and (C) Full Circle Restoration & Construction Services, Inc. (Duluth, GA), in the amount of \$165,000.00 to provide continued standby emergency repair and restoration services for Fulton County facilities for an additional two month period. Effective dates: May 1, 2021 through June 30, 2021.

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

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

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

Open and Responsible Government

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

**Summary & Background:** This request is to extend the existing contracts for Standby Emergency repair and restoration services for an additional two month period effective; May 1, 2021 through June 30, 2021, to ensure continued services until new contracts are establish. The new solicitation #20RFP127348C-CG is currently in the evaluation process and a recommendation for

award is expected by mid- April. The existing extension for #17ITB107780C-GS will expire on April 30, 2021. This request to extend will allow more time to complete the BOC approval and contract execution process and will ensure continued standby emergency repair and restoration services. We anticipate new contracts to begin July 1, 2021.

**Scope of Work:** This contract provides all parts, labor, equipment, transportation and material necessary to perform emergency repair and restoration services in the event of fire, storm, water or other accidental damage to Fulton County facilities. This service operates on an “as needed” standby basis.

The scope of work includes but is not limited to: repair and/or restoration of facility damage resulting from natural or man-made causes. Repair and/or restoration of life safety systems such as fire alarm systems, sprinkler systems and intrusion alarm systems which are damaged by any kind of event may be necessary. Emergency services may also be required in the event of a malfunction of building systems (i.e., heating, electrical) and must be temporarily alleviated in order to maintain facility operation. The contract also provides environmental tests including air and water quality tests.

**Community Impact:** This effort is necessary for the environmental health and comfort of the patrons and employees in County facilities.

**Department Recommendation:** The Department of Real Estate and Asset Management recommends approval to extend existing contracts to provide continued standby emergency repair and restoration services.

Historical Expenditures:

FY2021: The County has expended as of April 6, 2021, \$9,387.00

FY2020: The county expenditures as of 12/31/2020, \$2,047,339.04 (This is not including pending expenditures for emergency restoration services and COVID-19 responses)

FY2019: The County spent \$2,167,478.39

FY2018: The County spent \$1,540,800.51

**Project Implications:** These contracts provide complete emergency disaster response, recovery and restoration services that respond immediately in case of catastrophe situation to Fulton County facilities. The County does not have the manpower and equipment required for services of this nature.

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

**Department Issues/Concerns:** Yes, see charts below:

## Contract Modification

### (A) Blackmon Mooring of Atlanta, LLC

Current Contract History	BOC Item	Date	Dollar Amount
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Original Award Amount	17-1069	12/20/17	\$500,000.00
1st Renewal	18-0628	9/5/18	\$1,000,000.00
2 <sup>nd</sup> Renewal	19-0846	10/16/19	\$1,200,000.00
Contract Extension No. 1	20-0879	12/2/20	\$165,000.00
Contract Extension No. 2	21-0133	2/17/21	\$165,000.00
<b>Contract Extension No. 3</b>			<b>\$165,000.00</b>
Total Revised Amount			\$3,195,000.00

**(B) CRM Services, LLC**

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	17-1069	12/20/17	\$500,000.00
1 <sup>st</sup> Increase Spending Authority	18-0387	6/6/18	\$374,498.00
1st Renewal	18-0628	9/5/18	\$1,000,000.00
2 <sup>nd</sup> Increase Spending Authority	19-0744	9/18/19	\$450,000.00
2 <sup>nd</sup> Renewal	19-0846	10/16/19	\$1,200,000.00
Contract Extension No. 1	20-0879	12/2/20	\$165,000.00
Contract Extension No. 2	21-0133	2/17/21	\$165,000.00
<b>Contract Extension No. 3</b>			<b>\$165,000.00</b>
Total Revised Amount			\$4,019,498.00

**(C) Full Circle Restoration**

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	17-1069	12/20/17	\$500,000.00
1st Renewal	18-0628	9/5/18	\$1,000,000.00
2 <sup>nd</sup> Renewal	19-0846	10/16/19	\$1,200,000.00
Contract Extension No. 1	20-0879	12/2/20	\$165,000.00
Contract Extension No. 2	21-0133	2/17/21	\$165,000.00
<b>Contract Extension No. 3</b>			<b>\$165,000.00</b>
Total Revised Amount			\$3,195,000.00

**Contract & Compliance Information** *(Provide Contractor and Subcontractor details.)***Total Contract Value: \$495,000.00****(A)**

**Contract Value:** \$165,000.00  
**Prime Vendor:** Blackmon Mooring of Atlanta, LLC  
**Prime Status:** Non-Minority  
**Location:** Haltom City, TX  
**County:** Tarrant County



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**Prime Value:** \$165,000.00 or 100.00%

**Total Contract Value:** \$165,000.00 or 100.00%

**Total M/FBE Value:** \$-0-

**(B)**

**Contract Value:** \$165,000.00

**Prime Vendor:** CRM Services, LLC

**Prime Status:** Non-Minority

**Location:** Austell, GA

**County:** Cobb County

**Prime Value:** \$165,000.00 or 100.00%

**Total Contract Value:** \$165,000.00 or 100.00%

**Total M/FBE Value:** \$-0-

**(C)**

**Contract Value:** \$165,000.00

**Prime Vendor:** Full Circle Restoration Construction Services, Inc.

**Prime Status:** Hispanic Male Business Enterprise-Non-Certified

**Location:** Duluth, GA

**County:** Gwinnett County

**Prime Value:** \$156,387.00 or 94.78%

**Subcontractor:** Southern Flooring and Interiors

**Subcontractor Status:** Non-Minority

**Location:** Lawrenceville, GA

**County:** Gwinnett County

**Contract Value:** \$627.00 or 0.38%

**Subcontractor:** Porter Steel

**Subcontractor Status:** Non-Minority

**Location:** Lilburn, GA

**County:** Gwinnett County

**Contract Value:** \$627.00 or 0.38%

**Subcontractor:** CRDN- Certified Restoration Dry Cleaning Network

**Subcontractor Status:** Non-Minority

**Location:** Marietta, GA

**County:** Cobb County

**Contract Value:** \$627.00 or 0.38%

**Subcontractor:** SP Petroleum Transporters

**Subcontractor Status:** Non-Minority

**Location:** Ellenwood, GA

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<b>County:</b>	<b>Clayton County</b>
<b>Contract Value:</b>	<b>\$627.00 or 0.38%</b>
<b>Subcontractor:</b>	<b>ERS of Metro Atlanta</b>
<b>Subcontractor Status:</b>	<b>Non-Minority</b>
<b>Location:</b>	<b>Norcross, GA</b>
<b>County:</b>	<b>Gwinnett County</b>
<b>Contract Value:</b>	<b>\$627.00 or 0.38%</b>
<b>Subcontractor:</b>	<b>Culpepper Group</b>
<b>Subcontractor Status:</b>	<b>Non-Minority</b>
<b>Location:</b>	<b>Marietta, GA</b>
<b>County:</b>	<b>Cobb County</b>
<b>Contract Value:</b>	<b>\$627.00 or 0.38%</b>
<b>Subcontractor:</b>	<b>American Environmental Management Services</b>
<b>Subcontractor Status:</b>	<b>Non-Minority</b>
<b>Location:</b>	<b>Decatur, GA</b>
<b>County:</b>	<b>Dekalb County</b>
<b>Contract Value:</b>	<b>\$627.00 or 0.38%</b>
<b>Subcontractor:</b>	<b>Century Fire Protection</b>
<b>Subcontractor Status:</b>	<b>Non-Minority</b>
<b>Location:</b>	<b>Duluth, GA</b>
<b>County:</b>	<b>Gwinnett County</b>
<b>Contract Value:</b>	<b>\$627.00 or 0.38%</b>
<b>Subcontractor:</b>	<b>Applied Technical Services</b>
<b>Subcontractor Status:</b>	<b>Non-Minority</b>
<b>Location:</b>	<b>Marietta, GA</b>
<b>County:</b>	<b>Cobb County</b>
<b>Contract Value:</b>	<b>\$627.00 or 0.38%</b>
<b>Subcontractor:</b>	<b>Marquise Plumbing</b>
<b>Subcontractor Status:</b>	<b>Non-Minority</b>
<b>Location:</b>	<b>Suwanee, GA</b>
<b>County:</b>	<b>Gwinnett County</b>
<b>Contract Value:</b>	<b>\$1,171.50 or 0.71%</b>
<b>Subcontractor:</b>	<b>Thrower Electric</b>
<b>Subcontractor Status:</b>	<b>Non-Minority</b>
<b>Location:</b>	<b>Loganville, GA</b>
<b>County:</b>	<b>Walton County</b>
<b>Contract Value:</b>	<b>\$627.00 or 0.38%</b>
<b>Subcontractor:</b>	<b>United Maintenance</b>

**Subcontractor Status:** White Female Business Enterprise-Non-Certified  
**Location:** Atlanta, GA  
**County:** Fulton County  
**Contract Value:** \$1,171.50 or 0.71%

**Grand Contract Value:** \$495,000.00 or 100.00%  
**Grand M/FBE Value:** \$157,558.50 or 31.83%

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

Exhibit 1: Extension No. 3 to Form of Contracts  
Exhibit 2: Contractor Performance Reports

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

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

**Contract Attached**

Yes

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$1,500,000.00  
Previous Adjustments: \$8,414,498.00  
This Request: \$495,000.00  
TOTAL: \$10,409,498.00

**Grant Information Summary**

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

**Fiscal Impact / Funding Source**

**Funding Line 1:**

500-520-5200-M004: Capital, Real Estate and Asset Management, Interiors-2018 -\$495,000.00 "The

ability to commit funds will be dependent on the availability of resources provided as part of DREAM Pay as You Go capital program, and end-user/departmental operating/capital funding as identified” adopted for FY2021 and “Situations that are Emergency Based, Sudden and Accidental will be reimbursed back by Risk Management”.

Key Contract Terms	
Start Date: 5/1/2021	End Date: 6/30/2021
Cost Adjustment:	Renewal/Extension Terms: T month extension

**Overall Contractor Performance Rating:****Would you select/recommend this vendor again?**

Yes

<b>Report Period Start:</b> 5/1/2021	<b>Report Period End:</b> 5/31/2021
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### **EXTENSION NO. 3 TO FORM OF CONTRACT**

Contractor: **Blackmon Mooring of Atlanta, LLC**

Contract No. **17ITB107780C-GS, Standby Emergency Repair and Restoration Services**

Address: **5718 Airport Freeway**  
City, State **Haltom City, TX 76177**

Telephone: **(877) 730-1948**

E-mail: **thead@bmscat.com**

Contact: **Tom Head**  
**President**

### **W I T N E S S E T H**

WHEREAS, Fulton County ("County") entered into a Contract with **Blackmon Mooring of Atlanta, LLC** to provide/perform Standby Emergency Repair and Restoration Services, dated January 1, 2018, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the County wishes to extend the subject contract, with all terms and conditions unchanged, for an additional two (2) month period from May 1, 2021 through June 30, 2021, to continue to provide without disruption standby emergency repair and restoration services for Fulton County; and

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

WHEREAS, this Extension was approved by the Fulton County Board of Commissioners on **April 21, 2021, BOC Item #21-** .

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

This Extension No. 3 to Form of Contract is effective as of the 1<sup>st</sup> day of May, 2021, between the County and **Blackmon Mooring of Atlanta, LLC**, who agree that all Services specified will be performed by in accordance with this Extension No. 3 to Form of Contract and the Contract Documents for an additional two (2) months period, with the contract ending as of 30<sup>th</sup> day of June, 2021.

1. **COMPENSATION:** The services herein shall be performed by Contractor for a total amount not to exceed **\$165,000.00** (One Hundred and Sixty Five Thousand and Zero Cents).

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

**[INTENTIONALLY LEFT BLANK]**

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

OWNER:

**FULTON COUNTY, GEORGIA**

CONSULTANT:

**BLACKMON MOORING OF  
ATLANTA, LLC**

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

\_\_\_\_\_  
Tom Head  
President

ATTEST:

ATTEST:

\_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

\_\_\_\_\_  
Secretary/  
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Office of the County Attorney

\_\_\_\_\_  
Notary Public

APPROVED AS TO CONTENT:

County: \_\_\_\_\_

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

Commission Expires: \_\_\_\_\_

(Affix Notary Seal)

ITEM#: _____ RCS: _____ <b>RECESS MEETING</b>	ITEM#: _____ RM: _____ <b>REGULAR MEETING</b>
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### **EXTENSION NO. 3 TO FORM OF CONTRACT**

Contractor: **CRM Services, LLC**

Contract No. **17ITB107780C-GS, Standby Emergency Repair and Restoration Services**

Address: **3961 Floyd Road, Suite 300336**  
City, State **Austell, GA 30106**

Telephone: **(678) 540-8606**

E-mail: **quincy@crmservicesllc.com**

Contact: **Anquison L. Collins**  
**President**

### **W I T N E S S E T H**

WHEREAS, Fulton County ("County") entered into a Contract with **CRM Services, LLC** to provide/perform Standby Emergency Repair and Restoration Services, dated January 1, 2018, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the County wishes to extend the subject contract, with all terms and conditions unchanged, for an additional two (2) month period from May 1, 2021 through June 30, 2021, to continue to provide without disruption standby emergency repair and restoration services for Fulton County; and

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

WHEREAS, this Extension was approved by the Fulton County Board of Commissioners on **April 21, 2021, BOC Item #21-** .

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

This Extension No. 3 to Form of Contract is effective as of the 1<sup>st</sup> day of May, 2021, between the County and **CRM Services, LLC**, who agree that all Services specified will be performed by in accordance with this Extension No. 3 to Form of Contract and the Contract Documents for an additional two (2) months period, with the contract ending as of 30<sup>th</sup> day of June, 2021.

1. **COMPENSATION:** The services herein shall be performed by Contractor for a total amount not to exceed **\$165,000.00** (One Hundred and Sixty Five Thousand and Zero Cents).



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

**[INTENTIONALLY LEFT BLANK]**

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

OWNER:

**FULTON COUNTY, GEORGIA**

CONSULTANT:

**CRM SERVICES, LLC**

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Quincy L. Collins  
President

ATTEST:

\_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
Secretary/  
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

\_\_\_\_\_  
Office of the County Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Notary Public

County: \_\_\_\_\_

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

Commission Expires: \_\_\_\_\_

(Affix Notary Seal)

ITEM#: _____ RCS: _____ <b>RECESS MEETING</b>	ITEM#: _____ RM: _____ <b>REGULAR MEETING</b>
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### **EXTENSION NO. 3 TO FORM OF CONTRACT**

Contractor: **Full Circle Restoration and Construction Services, Inc.**

Contract No. **17ITB107780C-GS, Standby Emergency Repair and Restoration Services**

Address: **4325 River Green Parkway**  
City, State **Duluth, GA 30096-3400**

Telephone: **(770) 232-9797**

E-mail: **orlando@fullcyclerestoration.com**

Contact: **Orlando Ojeda**  
**President**

### **W I T N E S S E T H**

WHEREAS, Fulton County ("County") entered into a Contract with **Full Circle Restoration and Construction Services, Inc.** to provide/perform Standby Emergency Repair and Restoration Services, dated January 1, 2018, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the County wishes to extend the subject contract, with all terms and conditions unchanged, for an additional two (2) month period from May 1, 2021 through June 30, 2021, to continue to provide without disruption standby emergency repair and restoration services for Fulton County; and

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

WHEREAS, this Extension was approved by the Fulton County Board of Commissioners on **April 21, 2021, BOC Item #21-** .

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

This Extension No. 3 to Form of Contract is effective as of the 1<sup>st</sup> day of May, 2021, between the County and **Full Circle Restoration and Construction Services, Inc.**, who agree that all Services specified will be performed by in accordance with this Extension No. 3 to Form of Contract and the Contract Documents for an additional two (2) month period, with the contract ending as of 30<sup>th</sup> day of June, 2021.

1. **COMPENSATION:** The services herein shall be performed by Contractor for a total amount not to exceed **\$165,000.00** (One and Sixty Five Thousand and Zero Cents).

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

**[INTENTIONALLY LEFT BLANK]**

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

OWNER:

**FULTON COUNTY, GEORGIA**

CONSULTANT:

**FULL CIRCLE RESTORATION  
AND CONSTRUCTION  
SERVICES, INC**

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Orlando Ojeda  
President

ATTEST:

\_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
Secretary/  
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

\_\_\_\_\_  
Office of the County Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Notary Public

County: \_\_\_\_\_

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

Commission Expires: \_\_\_\_\_

(Affix Notary Seal)

ITEM#: _____ RCS: _____ <b>RECESS MEETING</b>	ITEM#: _____ RM: _____ <b>REGULAR MEETING</b>
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DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT  
PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
1/1/2020	6/30/2020	1/1/2020	12/31/2020
PO Number			PO Date
021519_0200			4/10/2020
Department	Real Estate and Asset Management		
Bid Number	17ITB107780C-GS		
Service Commodity	Standby Emergency Repair and Restoration Services		
Contractor	BMS Cat aka Black Mooring		

= Unsatisfactory	Achieves contract requirements less than 50% of the time, not responsive, effective and/or efficient; unacceptable delay, incompetence, high degree of customer dissatisfaction.
= Poor	Achieves contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.
= Satisfactory	Achieves contract requirements 80% of the time; generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.
= Good	Achieves contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied.
= Excellent	Achieves contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.

. Quality of Goods/Services (-Specification Compliance - Technical Excellence - Reports/Administration - Personnel Qualification)

Comments:

☐ 0  
☐ 1  
☐ 2  
☒ 3  
☐ 4

BMS CAT has achieved contract requirements 90% of time; and are generally responsive. BMS CAT has provide has provide good report administration however the prices appears to be higher on the construction side when given opportunities to provide estimates for projects other the mitigation .

. Timeliness of Performance (-Were Milestones Met Per Contract - Response Time (per agreement, if applicable) - Responsiveness to Direction/Change - On Time Completion Per Contract)

Comments:

☐ 0  
☐ 1  
☐ 2  
☒ 3  
☐ 4

BMS CAT achieves contract 90% of time. Employees have habit of being late in responding on time even when they provide ETA.. Some of key employees are highly competent and seldom require a lot of guidance. Once onsite the perform work satisfactorily.

. Business Relations (-Responsiveness to Inquiries - Prompt Problem Notifications)

Comments:

☐ 0  
☐ 1



☐ 2
 ☒ 3
 ☐ 4

Business relationship is good because they are responsive to our needs and for the most part achieves scope of work. Some of the projects have been outstanding depending on the sub-contractor assigned to job.

Customer Satisfaction (-Met User Quality Expectations - Met Specification - Within Budget - Proper Invoicing - No Substitutions)

☐ 0
 ☐ 1
 ☐ 2
 ☒ 3
 ☐ 4

Comments:  
 During this review period, BMS CAT has meet Customer Satisfaction 80% of the time and are always responsive to my end user request. Key employees are highly knowledgeable and responsive.

Contractors Key Personnel (-Credentials/Experience Appropriate - Effective Supervision/Management - Available as Needed)

☐ 0
 ☐ 1
 ☐ 2
 ☒ 3
 ☐ 4

Comments:  
 During this review period the Key Personnel have good in meeting 90% of contract requirements however there have been. Effective supervision has been available ad response for additional information has been timely

Overall Performance Rating: 3.0

Would you select/recommend this vendor again?  
 Check box for Yes. Leave Blank for No)
 ☒ Yes
 ☐ No

Rating completed by: Alfred Jones

Department Head Name	Department Head Signature	Date
JOSEPH N. Davis		10/21/2020



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT  
PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
1/1/2020	6/30/2020	1/1/2020	12/31/2020
PO Number			PO Date
012519			4/20/2020
Department	Real Estate and Asset Management		
Bid Number	17ITB107780C-GS		
Service Commodity	Standby Emergency Repair and Restoration Services		
Contractor	CRM Services, LLC		

= Unsatisfactory	Achieves contract requirements less than 50% of the time, not responsive, effective and/or efficient, unacceptable delay, incompetence, high degree of customer dissatisfaction.
= Poor	Achieves contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.
= Satisfactory	Achieves contract requirements 80% of the time; generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.
= Good	Achieves contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied.
= Excellent	Achieves contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.

. Quality of Goods/Services (-Specification Compliance - Technical Excellence - Reports/Administration - Personnel Qualification)

☐ 0  
☐ 1  
☐ 2  
☒ 3  
☐ 4

Comments:

CRM has adhered to the established work plan and met 90% of contractually specified technical requirements during the service period. All inquires and responses for information has been timely and explained in detail providing opportunity for Fulton County to make adjustments and agree upon changes as needed without compromising work plan.

. Timeliness of Performance (-Were Milestones Met Per Contract - Response Time (per agreement, if applicable) - Responsiveness to Direction/Change - On Time Completion Per Contract)

☐ 0  
☐ 1  
☐ 2  
☐ 3  
☒ 4

Comments:

During this review period , CRM has met contractually specified milestones and proved to have a high degree of reliability. During this review period milestones per contract has exceeded expectations. CRM has been selected as COVID-19 Vendors during pandemic and has establish work class cleaning thatat no others can match.

. Business Relations (-Responsiveness to Inquiries - Prompt Problem Notifications)

☐ 0  
☐ 1

Comments:



☐ 2  
☐ 3  
☒ 4

Business relationship between CRM and Fulton County has been great to the point that many of our external customers are requesting them by name to perform or complete projects for them. Because of CRM expertise DREAM has been able to call upon them to assist with projects when the primary vendor could not carry thru their promise.

**Customer Satisfaction (-Met User Quality Expectations - Met Specification - Within Budget - Proper Invoicing - No Substitutions)**

☐ 0  
☐ 1  
☐ 2  
☐ 3  
☒ 4

**Comments:**

During this review period, CRM has delivered the scope of contractually obligated services. For the most part, end users have been impressed with the quantity and quality of work performed. CRM continues to strive to professional standards in all they do for Fulton County and does it with a smile.

**Contractors Key Personnel (-Credentials/Experience Appropriate - Effective Supervision/Management - Available as Needed)**

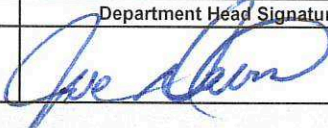
☐ 0  
☐ 1  
☐ 2  
☐ 3  
☒ 4

**Comments:**

CRM Senior Management and workers continuously demonstrate a high degree of professionalism during this review period. Project status is communicated timely and thoroughly and they are very reliable and responsive to our needs.

Overall Performance Rating: 3.8

Would you select/recommend this vendor again? Check box for Yes. Leave Blank for No)	Rating completed by:	Alfred Jones
<input checked="" type="radio"/> Yes <input type="radio"/> No		

Department Head Name	Department Head Signature	Date
JOSEPH N. DAVIS		10/21/2020



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT  
PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
7/1/2020	9/30/2020	1/1/2020	12/31/2020
PO Number			PO Date
012519			4/20/2020
Department	Real Estate and Asset Management		
Bid Number	17ITB107780C-GS		
Service Commodity	Standby Emergency Repair and Restoration Services		
Contractor	CRM Services, LLC		

= Unsatisfactory	Achieves contract requirements less than 50% of the time, not responsive, effective and/or efficient, unacceptable delay, incompetence, high degree of customer dissatisfaction.
= Poor	Achieves contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.
= Satisfactory	Achieves contract requirements 80% of the time; generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.
= Good	Achieves contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied.
= Excellent	Achieves contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.

Quality of Goods/Services (-Specification Compliance - Technical Excellence - Reports/Administration - Personnel Qualification)

Comments:

CRM has adhered to the established work plan and met 90% of contractually specified technical requirements during the service period. All inquiries and responses for information has been timely and explained in detail providing opportunity for Fulton County to make adjustments and agree upon changes as needed without compromising work plan.

Timeliness of Performance (-Were Milestones Met Per Contract - Response Time (per agreement, if applicable) - Responsiveness to Direction/Change - On Time Completion Per Contract)

Comments:

During this review period, CRM has met contractually specified milestones and proved to have a high degree of reliability. During this review period milestones per contract has exceeded expectations. CRM has been selected as COVID-19 Vendors during pandemic and has establish work class cleaning that no others can match.

Business Relations (-Responsiveness to Inquiries - Prompt Problem Notifications)

Comments:



- ☐ 2  
☐ 3  
☒ 4

Business relationship between CRM and Fulton County has been great to the point that many of our external customers are requesting them by name to perform or complete projects for them. Because of CRM expertise DREAM has been able to call upon them to assist with projects when the primary vendor could not carry through their promise.

**Customer Satisfaction (-Met User Quality Expectations - Met Specification - Within Budget - Proper Invoicing - No Substitutions)**

- ☐ 0  
☐ 1  
☐ 2  
☐ 3  
☒ 4

**Comments:**

During this review period, CRM has delivered the scope of contractually obligated services. For the most part, end users have been impressed with the quantity and quality of work performed. CRM continues to strive to professional standards in all they do for Fulton County and does it with a smile.

**Contractors Key Personnel (-Credentials/Experience Appropriate - Effective Supervision/Management - Available as Needed)**

- ☐ 0  
☐ 1  
☐ 2  
☐ 3  
☒ 4

**Comments:**

CRM Senior Management and workers continuously demonstrate a high degree of professionalism during this review period. Project status is communicated timely and thoroughly and they are very reliable and responsive to our needs.

Overall Performance Rating: 4.0

Would you select/recommend this vendor again?  
Check box for Yes. Leave Blank for No)

☒ Yes ☐ No

Rating completed by:

Alfred Jones

Department Head Name

Department Head Signature

Date

JOSEPH N. DAVIS



10/21/2020



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT  
PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
1/1/2020	3/31/2020	1/1/2020	12/31/2020
PO Number			PO Date
021519-0198			1/25/2019
Department	Real Estate and Asset Management		
Bid Number	17ITB107780C-GS		
Service Commodity	Standby Emergency Repair and Restoration Services		
Contractor	Full Circle Restoration		

= Unsatisfactory	Achieves contract requirements less than 50% of the time, not responsive, effective and/or efficient, unacceptable delay, incompetence, high degree of customer dissatisfaction.
= Poor	Achieves contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.
= Satisfactory	Achieves contract requirements 80% of the time; generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.
= Good	Achieves contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied.
= Excellent	Achieves contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.

Quality of Goods/Services (-Specification Compliance - Technical Excellence - Reports/Administration - Personnel Qualification)

Comments:

Full Circle has demonstrated the technical excellence, Report administration and provide outstanding good and services to Fulton County during this reporting period, They are very knowledgeable of industry standards and bring state of the art equipment when it comes to restoration and mitigation.

Timeliness of Performance (-Were Milestones Met Per Contract - Response Time (per agreement, if applicable) - Responsiveness to Direction/Change - On Time Completion Per Contract)

Comments:

Milestones was not only met but exceeded in most contracts. Response time were most meet within 1 hour of notification. Occasionally, due to the Atlanta traffic situation during "rush hours" there has been delays but Full Circle commitment to responsiveness was demonstrated via being in constant communication with contact manager to provide eta of arrival. Once on the scene, emergency equipment followed and the necessary action was taken to mitigate and reduce exposure and property damage.

Business Relations (-Responsiveness to Inquiries - Prompt Problem Notifications)

Comments:



- ☐ 2  
☒ 3  
☐ 4

Full Circle has been very responsive to inquires and always provide notifications of problems that were discovered upon performing mitigations services. They a thorough in explaining in detail cost effective solutions. Full Circle has been very responsive to providing proposals with anticipation of delivering a project when sometimes the project is placed on hold or canceled. They always stay positive and are willing to respond no matter how small a job may be.

**. Customer Satisfaction (-Met User Quality Expectations - Met Specification - Within Budget - Proper Invoicing - No Substitutions)**

- ☐ 0  
☐ 1  
☐ 2  
☐ 3  
☒ 4

**Comments:**

Full Circle has always meet user expectations are meet expectations within budget and provide proper invoicing during the review period.

**. Contractors Key Personnel (-Credentials/Experience Appropriate - Effective Supervision/Management - Available as Needed)**

- ☐ 0  
☐ 1  
☐ 2  
☐ 3  
☒ 4

**Comments:**

Key personnel are very responsive and have meet milestones when scope of work dictated a swift turn around. They always respond with adequate equipment and personnel to make turn around exceptional.

Overall Performance Rating: 3.8

Would you select/recommend this vendor again?  
 Check box for Yes. Leave Blank for No)

☒ Yes ☐ No

Rating completed by:

Alfred Jones

Department Head Name

Department Head Signature

Date

JOSEPH N. DAVIS

*[Signature]*

10/21/2020



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT  
PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
4/1/2020	9/30/2020	1/1/2020	12/31/2020
PO Number			PO Date
DO 032420-0730			3/24/2020
Department	Real Estate and Asset Management		
Bid Number	17ITB107780C-GS		
Service Commodity	Standby Emergency Repair and Restoration Services		
Contractor	Full Circle Restoration		

= Unsatisfactory	Achieves contract requirements less than 50% of the time, not responsive, effective and/or efficient; unacceptable delay; incompetence, high degree of customer dissatisfaction.
= Poor	Achieves contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.
= Satisfactory	Achieves contract requirements 80% of the time; generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.
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= Excellent	Achieves contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.

Quality of Goods/Services (-Specification Compliance - Technical Excellence - Reports/Administration - Personnel Qualification)

☐ 0  
☐ 1  
☐ 2  
☐ 3  
☒ 4

Comments:

Full Circle has demonstrated the technical excellence ,Report administration and provide outstanding good and services to Fulton County during this reporting period, They are very knowledgeable of industry standards and bring state of the art equipment when it comes to restoration and mitigation. During this review period Full Circle was selected as a COVID-19 vendor for sanitizing buildings and facilities impacted by COVID Virus. They were exceptional in response and cleaning of building and instrumental in preventing spread of virus.

Timeliness of Performance (-Were Milestones Met Per Contract - Response Time (per agreement, if applicable) - Responsiveness to Direction/Change - On Time Completion Per Contract)

☐ 0  
☐ 1  
☐ 2  
☐ 3  
☒ 4

Comments:

Milestones was not only met but exceeded in most contracts. Response time were most meet within 1 hour of notification. Occasionally, due to the Atlanta traffic situation during "rush hours" there has been delays but Full Circle commitment to responsiveness was demonstrated via being in constant communication with contact manager to provide eta of arrival. Once on the scene, emergency equipment followed and the necessary action was taken to mitigate and reduce exposure and property damage. They were punctual and dedicated to the mission of sanitizing Fulton County buildings during Covid-19 pandemic.

Business Relations (-Responsiveness to Inquiries - Prompt Problem Notifications)

☐ 0  
☐ 1

Comments:



- ☐ 2
- ☐ 3
- ☒ 4

Full Circle has been very responsive to inquires and always provide notifications of problems that were discovered upon performing mitigations services. They a thorough in explaining in detail cost effective solutions. Full Circle has been very responsive to providing proposals with anticipation of delivering a project when sometimes the project is placed on hold or canceled. They always stay positive and are willing to respond no matter how small a job may be.

**Customer Satisfaction (-Met User Quality Expectations - Met Specification - Within Budget - Proper Invoicing - No Substitutions)**

- ☐ 0
- ☐ 1
- ☐ 2
- ☐ 3
- ☒ 4

**Comments:**

Full Circle has always meet user expectations are meet expectations within budget and provide proper invoicing during the review period.

**Contractors Key Personnel (-Credentials/Experience Appropriate - Effective Supervision/Management - Available as Needed)**

- ☐ 0
- ☐ 1
- ☐ 2
- ☒ 3
- ☐ 4

**Comments:**

Key personnel are very responsive and have meet milestones when scope of work dictated a swift turn around. They always respond with adequate equipment and personnel to make turn around exceptional.

Overall Performance Rating: 3.8

Would you select/recommend this vendor again?  
Check box for Yes. Leave Blank for No)

☒ Yes ☐ No

Rating completed by:

Alfred Jones

Department Head Name

Department Head Signature

Date

JOSEPH N. DAVIS

*[Handwritten Signature]*

10/21/2020







# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 21-0332

Meeting Date: 5/5/2021

### Department

Department of Real Estate and Asset Management

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

Request approval of a recommended proposal - Department of Real Estate and Asset Management, 20RFP127341K-DB, Judge Romae T. Powell-Fulton County Juvenile Justice Facility Building Automation System Upgrades, Air Handling Unit Repairs and Chiller Replacements in the amount of \$1,802,591.00 with Trane U.S., Inc. (Atlanta, GA), to provide renovation of the Building Automation System (BAS) upgrades, Air Handling Units Repairs and Chiller Replacement at the Fulton County Judge Romae T. Powell Juvenile Justice Center. Effective upon issuance of Notice to Proceed for a period of 12 months.

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

In accordance with Purchasing Code Section 102-374 and 102-375, all competitive sealed proposals shall be forwarded to the Board of Commissioners for approval.

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

Open and Responsible Government

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

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

**Scope of Work:** This contract furnishing all materials, labor, tools, equipment and appurtenances necessary to provide for the renovation of the Building Automation System (BAS); various repairs to the air handling units, including repairs to piping insulation, heat maintenance tape, etc.; and

replacement of the water-cooled chillers at the Fulton County Judge Romae T. Powell Juvenile Justice Center located at 395 Pryor Street, SW Atlanta, GA 30312.

**Community Impact:** This effort and impact is necessary to restore designated, existing facilities, economically and efficiently, to a condition which is fully functional and flexible in terms of size, suitability and purpose to meet the long-term space and service needs of the constituents and employees of Fulton County.

**Department Recommendation:** The Department of Real Estate and Asset Management recommends approval of the proposal to provide renovation of the Building Automation System (BAS) upgrades, Air Handling Units Repairs and Chiller Replacement at the Fulton County Judge Romae T. Powell Juvenile Justice Center in support of the Department of Real Estate and Asset Management.

After review of 4 submitted proposals from qualified firms, the evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP #20RFP127341KDB, the Evaluation Committee has determined that the following recommended proposal to Trane U.S., Inc. with the highest score **88.43** out of 100 to provide Building Automation System (BAS) upgrades, Air Handling Units Repairs and Chiller Replacement at the Fulton County Judge Romae T. Powell Juvenile Justice Center.

The recommended professional firm has a current contract with Fulton County and has performed very well and highly competent as HVAC Maintenance Contractor for the Department of Real Estate and Asset Management as stated in their performance report.

The Project Management will be coordinated by the Department of Real Estate and Asset Management, Project Management Team. The estimated time to complete the required replacement upon receipt of Notice to Proceed and Purchase Order until completion as determined by the County.

**Project Implications:** Without these upgrades and replacements, the ability to provide proper HVAC services will be impacted. This will allow a more high integrated energy efficient for the Fulton County Judge Romae T. Powell Juvenile Justice Center

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

**Department Issues/Concerns:** If this proposal is not approved, the County does not have the capacity, or the expertise, to perform the BAS upgrades, AHU repairs and chillers replacements inhouse in the Fulton County Judge Romae T. Powell Juvenile Justice Center.

**Contract Modification** (This is a new procurement.

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

**Contract Value:** \$1,802,591.00

**Prime Vendor:** Trane U.S. Inc.

**Prime Status:** Non-Minority

**Location:** Atlanta, GA

**County:** Fulton County  
**Prime Value:** \$946,360.28 or 52.50%

**Subcontractor:** ARS Mechanical, LLC  
**Subcontractor Status:** African American Male Business Enterprise-Certified  
**Location:** Stonecrest, GA  
**County:** DeKalb County  
**Contract Value:** \$524,914.50 or 29.12%  
**Subcontractor:** Research Air Flo, Inc.

**Subcontractor Status:** Non-Minority  
**Location:** Atlanta, GA  
**County:** Fulton County  
**Contract Value:** \$27,219.12 or 1.51%

**Subcontractor:** Osprey Management  
**Subcontractor Status:** African American Male Business Enterprise-Non-Certified  
**Location:** Marietta, GA  
**County:** Cobb County  
**Contract Value:** \$19,828.50 or 1.10%

**Subcontractor:** Sutton Electric  
**Subcontractor Status:** Non-Minority  
**Location:** Newnan, GA  
**County:** Coweta County  
**Contract Value:** \$284,268.60 or 15.77%  
**Total Contract Value:** \$1,802,591.00 or 100.00%  
**Total MFBE Value:** \$544,743.00 or 30.22%

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

**Exhibit 1:** Evaluation Committee Recommendation Letter

**Exhibit 2:** Contractor's Performance Report

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

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

**Contract Attached**

No

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: 0.00  
Previous Adjustments: 0.00  
This Request: \$1,802,591.00  
TOTAL: \$1,802,591.00

**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:**

533-520-5200-K016: FCURA-2019, Real Estate and Asset Management, MEP  
Medical Examiner/Juvenile Justice - \$1,802,591.00

Key Contract Terms	
Start Date:	End Date:
Cost Adjustment:	Renewal/Extension Terms:

**Overall Contractor Performance Rating:**

**Would you select/recommend this vendor again?**

Yes

**Report Period Start:** **Report Period End:**  
Effective upon execution of Contract 12 month period





## INTEROFFICE MEMORANDUM

**TO:** Felicia Strong-Whitaker, Chief Purchasing Agent  
Department of Purchasing & Contract Compliance

**FROM:** Evaluation Committee Recommendation Letter

**DATE:** February 8<sup>th</sup>, 2021

**PROJECT:** #20RFP127341K-DB; Judge Romae T. Powell-Fulton County Juvenile Justice Facility Building Automation System Upgrades, Air Handling Unit Repairs & Chiller Replacements

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of the Department of Real Estate and Asset Management.

Four (4) qualified firms submitted proposals for evaluation and consideration for award of this project:

1. Johnson Controls, Inc.
2. TRANE U.S., Inc.
3. Schadsons Holding Group C/O SC Construction LLC.
4. Capital City Mechanical Services

After review and scoring of the Technical Proposal, only two (2) of the four (4) firms were found to be reasonably susceptible for award. Oral Interviews were continued with Johnson Controls Inc. and TRANE U.S., Inc.

1. Johnson Controls Inc.
2. TRANE U.S., Inc.

Oral Interviews were held with TRANE U.S., Inc. and Johnson Controls Inc. TRANE scored the overall highest and Negotiations were conducted between the Evaluation Committee and TRANE U.S., Inc. The evaluation of the Negotiation and consideration of all available information related to the requirements set forth in the evaluation criteria of the RFP has determined that the proposal submitted by **TRANE U.S., INC.**, with a **total score of 88.43%**, is the recommended vendor for the award of #20RFP127341K-DB; Judge Romae T. Powell – Fulton County Juvenile Justice Facility Building Automation System Upgrades, Air Handling Unit Repairs & Chiller Replacement.

## Evaluation Committee Recommendation Letter

February 8<sup>th</sup>, 2021

Page | 2

The Evaluation Committee members attest that each member scored each proposal independently in accordance with the evaluation criteria set forth in the Request for Proposal and that their individual score is a part of the final scores in the attached Evaluation Matrix.

### **SELECTION COMMITTEE MEMBERS:**

DocuSigned by:

*Bill Mason*

Bill Mason

Facilities Program Manager,  
Department of Real Estate and Asset Management

DocuSigned by:

*Caren Cloud*

Caren Cloud,

Director, Administration and Court Support Services  
Juvenile Court

DocuSigned by:

*Michael Ross*

Michael Ross,

Administrator – Buildings and Grounds,  
Department of Real Estate and Asset Management

EVALUATION CRITERIA	WEIGHT	Johnson Controls, Inc.	TRANE U.S., Inc.
Executive Summary	2	1.83	2
Project Approach	37	30.42	33.75
Project Team Qualifications	15	13.75	13.75
Relevant Project Experience	15	12.50	15
Availability	2	1.50	1.67
Safety Qualifications	5	3.75	4.17
Employee Training	2	1.50	1.67
Local Preference	5	5	5
Service Disabled Veterans Preference	2	0	0
Cost Proposal	15	15	11.43
<b>TOTAL SCORE:</b>	<b>100.00</b>	<b>85.25</b>	<b>88.44</b>



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT  
PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
1/1/2020	6/30/2020	1/1/2020	12/31/2020
PO Number			PO Date
032520-0736			3/25/2020
Department	Real Estate and Asset Management		
Bid Number	AML 56		
Service Commodity	HVAC/BAS Contractor		
Contractor	Trane USA, Inc.		

= Unsatisfactory	Achieves contract requirements less than 50% of the time, not responsive, effective and/or efficient, unacceptable delay, incompetence, high degree of customer dissatisfaction.
= Poor	Achieves contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.
= Satisfactory	Achieves contract requirements 80% of the time; generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.
= Good	Achieves contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied.
= Excellent	Achieves contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.

Quality of Goods/Services (-Specification Compliance - Technical Excellence - Reports/Administration - Personnel Qualification)

Comments:

During this review period Trane, fully complied with the work plan. In fact, they met 90% of the specification compliance. Their technicians are very knowledgeable and professional, and their communication with key DREAM personnel has been concise and precise as it pertains to services rendered. Trane continues to go above and beyond in delivering their services to Fulton County.

Timeliness of Performance (-Were Milestones Met Per Contract - Response Time (per agreement, if applicable) - Responsiveness to Direction/Change - On Time Completion Per Contract)

Comments:

Trane on a whole has met key milestones per the contract and has proven to be reliable. There were numerous occasions in which Trane were called upon for their services and they delivered them with in the contractual response timetable and delivered a resolution over 90% of the time. In a few instances they were hampered in the execution of their services by some operational emergencies that not only affected them but also Fulton County's IT infrastructure. Field reports continue to be on-time, accurate and have stayed on schedule 90% of the time.

Business Relations (-Responsiveness to Inquiries - Prompt Problem Notifications)

Comments:



- ☐ 2  
☐ 3  
☒ 4

Trane's responsiveness to inquiries has been prompt coming from their service manager and field technicians. Invoices have been received with a little delay and when an inquiry was made into any discrepancies, the communications from their office managers were clear and transparent.

. Customer Satisfaction (-Met User Quality Expectations - Met Specification - Within Budget - Proper Invoicing - No Substitutions)

- ☐ 0  
☐ 1  
☐ 2  
☐ 3  
☒ 4

Comments:

Overall, when Trane completed their contractual agreement we were satisfied 95% of the time. Trane's staff provided on-site customer care visits (Quarterly Performance Reviews) to affirm the status of Fulton County satisfaction with their services. Again, their field technicians displayed a high level of professionalism and often went out their way to ensure that DREAM's key personnel were updated on their progress reports.

. Contractors Key Personnel (-Credentials/Experience Appropriate - Effective Supervision/Management - Available as Needed)

- ☐ 0  
☐ 1  
☐ 2  
☒ 3  
☐ 4

Comments:

Trane's key field engineers continue to demonstrate a high degree of experience and expertise in this review period, their engineers and technicians have an average of 35 years of experience in the HVAC industry. They independently manage their contract with little to no supervision required by County staff and continue to respond to any requests in a prompt and professional manner. Their engineers often times follow up with solutions to operational problems we face with our projects aiding in a 90% success rate.

Overall Performance Rating:

3.4

Would you select/recommend this vendor again?  
 Check box for Yes. Leave Blank for No)

☒ Yes ☐ No

Rating completed by:

harry.jordan

Department Head Name

Department Head Signature

Date

JOSEPH M. DAVIS



3/11/20





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 21-0333

Meeting Date: 5/5/2021

### Department

Public Works

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

Request approval of a change order - The Department of Public Works, 17RFP0108784K-JAJ, Design/Build Services for Fulton - Cobb Diversion Line and Pump Station with John D. Stephens, Inc. (Lawrenceville, GA), for an extension of time only to provide construction services associated with the permanent bridge structures located within the Chattahoochee River National Recreation Area. This request is for an additional 119 days to allow the design/build team to perform these activities. The new completion date will be September 1, 2021. Effective upon BOC approval.

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

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

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

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** *(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 National Park Service (NPS) has required two (2) permanent structures be constructed over stream crossings within Chattahoochee River National Recreation Area (CRNRA).

NPS has made this a condition of receiving the special use permit and right-of-way agreement. The right-of-way agreement document is required before construction within the CRNRA can commence. These requirements will change the scope of services and the window of completion for the design/build team. NPS has requested these crossings be constructed to mitigate the impact to streams within the park when access for maintenance activities along the easement is required. At the August 5, 2020 BOC Regular Meeting, a change order was approved for the contractor to design and install this bridges. Although the diversion line and associated pump station is expected to be operational before the end of the current contract date, the installation of the bridges will require more time. Therefore, the contractor has requested a time only extension to September 1, 2021 to install these bridges.

**Community Impact:** The surrounding community will be able to enjoy the hiking trails within the National Park Service property without walking in the creeks once these bridges are installed.

**Department Recommendation:** The Public Works Department recommends approval of this proposed action.

**Project Implications:** No community issues or concerns have been raised to Public Works staff.

**Community Issues/Concerns:** The construction of the bridge crossings will likely cause some temporary impact to the trail system within the CRNRA. Public Works staff will work with the NPS and Rangers to minimize any inconvenience to users of the Park.

**Department Issues/Concerns:** Public Works has no concerns with the time extension request.

#### Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	18-0237	4/11/2018	\$28,366,020.00
1st Renewal & Extension#1	19-0696	9/4/2019	\$1,470,000.00
2 <sup>nd</sup> Renewal	20-0547	8/5/2020	723,000.00
<b>Extension #2</b>		<b>5/5/2021</b>	<b>\$0.00</b>
Total Revised Amount			\$30,559,020.00

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

**Contract Value:**                      **Time Extension**

**Prime Vendor:**              **John D. Stephens, Inc.**  
**Prime Status:**              **Non-Minority**  
**Location:**                      Lawrenceville, GA  
**County:**                        Gwinnett County  
**Prime Value:**                      **Time Extension**

**Subcontractor:**              **Atlanta Paving Concrete Construction, LLC**  
**Subcontractor Status:**      **Hispanic Male Business Enterprise -Non Certified**

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<b>Location:</b>	Norcross, GA
<b>County:</b>	Gwinnett County
<b>Contract Value:</b>	<b>Time Extension</b>
<b>Subcontractor:</b>	<b>Keystone Maintenance, Inc.</b>
<b>Subcontractor Status:</b>	<b>White Female Business Enterprise</b>
<b>Location:</b>	Lilburn, GA
<b>County:</b>	Gwinnett County
<b>Contract Value:</b>	<b>Time Extension</b>
<b>Subcontractor:</b>	<b>Adams Cleaning &amp; Grading, LLC</b>
<b>Subcontractor Status:</b>	<b>White Female Business Enterprise Non-Certified</b>
<b>Location:</b>	Waco, GA
<b>County:</b>	Haralson County
<b>Contract Value:</b>	<b>Time Extension</b>
<b>Subcontractor:</b>	<b>Crowder Construction Company</b>
<b>Subcontractor Status:</b>	<b>Non-Minority</b>
<b>Location:</b>	Roswell, GA
<b>County:</b>	Fulton County
<b>Contract Value:</b>	<b>Time Extension</b>
<b>Subcontractor:</b>	<b>Freese and Nichols, Inc.</b>
<b>Subcontractor Status:</b>	<b>Non-Minority</b>
<b>Location:</b>	Kennesaw, GA
<b>County:</b>	Cobb County
<b>Contract Value:</b>	<b>Time Extension</b>
<b>Subcontractor:</b>	<b>Southeast Connections, LLC</b>
<b>Subcontractor Status:</b>	<b>Non-Minority</b>
<b>Location:</b>	Conyers, GA
<b>County:</b>	Rockdale County
<b>Contract Value:</b>	<b>Time Extension</b>
<b>Subcontractor:</b>	<b>EFS, Inc.</b>
<b>Subcontractor Status:</b>	<b>Non-Minority</b>
<b>Location:</b>	Atlanta, GA
<b>County:</b>	Fulton County
<b>Contract Value:</b>	<b>Time Extension</b>
<b>Subcontractor:</b>	<b>Gaskins, Inc.</b>
<b>Subcontractor Status:</b>	<b>Non-Minority</b>
<b>Location:</b>	Marietta, GA
<b>County:</b>	Cobb County
<b>Contract Value:</b>	<b>Time Extension</b>

**Subcontractor:** Alan Densmore, Inc.  
**Subcontractor Status:** Non-Minority  
**Location:** Gwinnett County  
**Contract Value:** Time Extension

**Subcontractor:** D & G Boring, Inc  
**Subcontractor Status:** Non-Minority  
**Location:** Smyrna, GA  
**County:** Cobb County  
**Contract Value:** Time Extension

**Subcontractor:** Peach State Construction Co.  
**Subcontractor Status:** Non-Minority  
**Location:** Covington, GA  
**County:** Newton County  
**Contract Value:** Time Extension

**Total Contract Value:** \$1,470,000.00 or 100%  
**Total M/FBE Value:** \$111,867.00 or 7.61%

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

Exhibit 1: Extension No. 2 to Form of Contract

Exhibit 2: Contractor's Performance Report

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

David Clark, Director, Public Works

**Contract Attached**

No

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$28,366,020.00  
Previous Adjustments: \$2,193,000.00  
This Request: \$0.00  
TOTAL: \$30,559,020.00

**Grant Information Summary**

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**Agenda Item No.:** 21-0333

**Meeting Date:** 5/5/2021

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Amount Requested:

☐ Cash

Match Required:

☐ In-Kind

Start Date:

☐ Approval to Award

End Date:

☐ Apply & Accept

Match Account \$:

## **Fiscal Impact / Funding Source**

### **Funding Line 1:**

203-540-5400-S156: Water & Sewer R&E, Public Works, Big Creek Diversion

### **Funding Line 2:**

### **Funding Line 3:**

### **Funding Line 4:**

### **Funding Line 5:**

<b>Key Contract Terms</b>	
<b>Start Date:</b>	<b>End Date:</b> 9/1/2021
<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b>

## **Overall Contractor Performance Rating:**

**Would you select/recommend this vendor again?**

Choose an item.

**Report Period Start:**      **Report Period End:**



## **EXTENSION NO. 2 TO FORM OF CONTRACT**

Contractor: John D. Stephens, Inc.  
Contract No. RFP#17RFP0108784K-JAJ  
Address: 272 Hurricane Shoals Road NE,  
City, State Lawrenceville, GA, 30046\_  
Telephone: 770-972-8000  
E-mail: [jbutler@johndstephens.com](mailto:jbutler@johndstephens.com)  
Contact: Jennifer Butler,  
Corporate Secretary

### **W I T N E S S E T H**

WHEREAS, Fulton County ("County") entered into a Contract with John D. Stephens to provide/perform design and construction services for the Cobb Diversion Line and Pump Station, dated April 11<sup>th</sup>, 2018, on behalf of the Fulton County Department of Public Works; and

WHEREAS, the County wishes to extend the subject contract, with all terms and conditions unchanged, for an additional *extension time period of 119 days*.

WHEREAS, the County recommends this extension of the contract for the purpose of completing the activities under the existing scope of work and

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

WHEREAS, this Extension was approved by the Fulton County Board of Commissioners on \_\_\_\_\_, BOC Item #21-\_\_\_\_\_

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

This Extension No. 2 to Form of Contract is effective as of **the 5<sup>th</sup> day of May, 2021**, between the County and John D. Stephens, who agree that all Services specified will be performed by in accordance with this Extension No. 2 to Form of Contract and the Contract Documents for an additional one hundred and nineteen calendar days(119), with the contract ending as of 1<sup>st</sup> day of September, 2021.

1. **COMPENSATION:** The services herein shall be performed by Contractor for a total amount not to exceed \$30,559,020.00 which was the approved amount by the BOC on August 5<sup>th</sup>, 2020; Item #20-0547.
2. **LIABILITY OF COUNTY:** This Extension No. 2 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
3. **EFFECT OF EXTENSION NO. 2 TO FORM OF CONTRACT:** Except as modified by this Extension No. 2 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

**[INTENTIONALLY LEFT BLANK]**

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

OWNER:

**FULTON COUNTY, GEORGIA**

CONSULTANT:

**[INSERT COMPANY NAME]**

\_\_\_\_\_  
Robert L. Pitts  
Chairman

\_\_\_\_\_  
[Insert name]  
[Insert title]

ATTEST:

ATTEST:

\_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

\_\_\_\_\_  
Secretary/  
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Office of the County Attorney

\_\_\_\_\_  
Notary Public

APPROVED AS TO CONTENT:

County: \_\_\_\_\_

\_\_\_\_\_  
[insert department head name & title]  
[insert user department name]

Commission Expires: \_\_\_\_\_

(Affix Notary Seal)

ITEM#: _____ RCS: _____ <b>RECESS MEETING</b>	ITEM#: _____ RM: _____ <b>REGULAR MEETING</b>
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DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT  
CONSTRUCTION SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
10/1/2020	12/31/2020	8/20/2018	11/17/2020
PO Number	PROJECT : <i>Fulton - Cobb Diversion Line and Pump Station</i>		PO Date
549-17RFP108784K-JAJ			8/8/2018
Department	Public Works		
Bid Number	17RFP108784KJAJ		
Service Commodity	Construction Services		
Contractor	John D Stephens, Inc.		

0 = Unsatisfactory	Achieves contract requirements less than 50% of the time, not responsive, effective and/or efficient, unacceptable delay, incompetence, high degree of customer dissatisfaction.
1 = Poor	Achieves contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.
2 = Satisfactory	Achieves contract requirements 80% of the time; generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.
3 = Good	Achieves contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied.
4 = Excellent	Achieves contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.

1. Project Development (-Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)

Comments:

☐ 0  
☐ 1  
☐ 2  
☒ 3  
☐ 4

Vendor achieves and complies with the requirements of the contract documents and industry standards most of the time. Vendor has the technical expertise and knowledge to ensure all requirements are met in a manner consistent with the contract. Assigned personnel are highly qualified and are responsive and require minimal direction in performing work.

2. Design (-Were Milestones Met Per Contract – Reliability – Responsiveness to Direction/Change – On Time Completion – Liquidated Damages)

Comments:

☐ 0  
☐ 1  
☐ 2  
☒ 3  
☐ 4

Vendor achieves milestones in the project schedule most of the time. Delays occurs but have minimal impact on the delivery of the project. They are responsive and flexible when given work change directives.

3. Award - Proposal Development (-Met Timeless/Due Dates - Reasonable/Cooperative - Flexible/Motivated - Prompt Problem Notification)

Comments:



- ☐ 0  
☐ 1  
☐ 2  
☒ 3  
☐ 4

Vendor demonstrates prompt service and delivery of project. They handle promptly and appropriately in a responsive manner. They notify County promptly when problems occur or issues arose that would affect budget and schedule. Regular communications are held to keep every team player well informed.

4. Construction (-Mobilization Timely – Were Milestones Met – Met/Exceeded Specifications – Within Budget Performance – Proper Invoicing – Quality of Work – Responsive to Owner)

- ☐ 0  
☐ 1  
☐ 2  
☒ 3  
☐ 4

**Comments:**

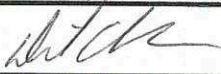
Vendor mobilizes work in a timely manner in accordance with the project schedule. Quality of work is performed in accordance with contract documents and industry standards most of the time. Documents in invoicing are in order most of the time and submitted in a timely manner.

5. Closeout Action and Contractors Key Personnel (-Effective Management - Credentials/Experience - Ability to Accomplish Mission - Conduct)

- ☐ 0  
☐ 1  
☐ 2  
☐ 3  
☒ 4

**Comments:**

Vendor has managed project from inception efficiently and effectively. Key personnel and project team are experienced and trained in their field of expertise and conduct themselves professionally.

Overall Performance Rating: 3.2		
Would you select/recommend this vendor again? (Check box for Yes. Leave Blank for No) <input checked="" type="radio"/> Yes <input type="radio"/> No		Rating completed by:  Simeon Solomero
Department Head Name	Department Head Signature	Date
		1/8/2021





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 21-0334

Meeting Date: 5/5/2021

### Department

Department of Community Development

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

The Department of Community Development request approval of a Resolution approving the orderly closeout of the Fulton County Business Improvement Loan Program (BILP) consistent with the framework approved by the Department of Community Development; and authorizes the County Manager or His Designee to execute all necessary and related documents to implement the policy for the BILP and to effectuate its closeout; and for other related purposes.

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

In accordance with meeting the HUD National Objective for Economic Development. Statutory Citations Section 101(c), Section 104 (b), Section 105 (c), 570.208, 570.506.

### 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 Board approval to orderly close out the Fulton County Business Improvement Loan Program (BILP) program and implement a loan collection policy to effectuate its closeout.

The department continues to have a reoccurring audit finding related to the administration of a

defunct Business Improvement Loan Program (BILP). The loan servicing system, Loan Management Software (LMS), that has been historically used to track the loans, went out of business in 2018 and with the exception of six (6) of the businesses who received loans from the County, all have been dissolved by the Secretary of State. Of the remaining six active businesses, approximately \$191k in funding is uncollected.

However, two of the remaining borrowers have offered settlements of their outstanding loan balance. Guidance from HUD and our HUD consultant, Mullin and Loneragan (M&L), was to develop a policy that guided the process for handling settlement offers and eventual dissolution of the program. The attached policy was developed and has been reviewed by M&L and HUD.

The department is seeking BOC approval to continue reasonable collection efforts of the remaining loans, discharge debt that is uncollectable according to the approved policy, and dissolve the BILP program by end of year 2021.

Historical records indicate the Business Improvement Loan Program (BILP) was funded using County administered CDBG federal dollars in years 2004, 2005, 2006, 2007, 2010, 2011, to the Economic Development Corporation of Fulton County (EDCFC), a not-for-profit entity, under an Inter Agency contractual agreement. Primarily, funds were administered to provide: financial assistance to start-up businesses, job creation for low -moderate income citizens, and administrative support and sustainability of the EDCFC. According to the County Attorney's Office, the Economic Development Corporation of Fulton County (EDCFC) was administratively dissolved in 2019.

**Scope of Work:** Pursuant to Title I of the Housing and Community Development Act of 1974, as amended, the U.S. Department of Housing and Urban Development (HUD) provides funds to entitlement communities to support various community and economic development activities. The Business Improvement Loan Program (BILP) is a federally funded economic development activity designed to facilitate small business development in Fulton County. The primary goal of this program is the meet the HUD National Objective with the creation and retention of jobs for low and moderate-income persons. Since 2004, the program did meet the National Objective as reported annually in the Consolidated Annual Performance and Evaluation Report (CAPER).

**Community Impact:** The Business Improvement Loan Program (BILP) has made an impact on small business development within Fulton County in prior years

**Department Recommendation:** The Department of Community Development recommends approval to orderly close out the Fulton County BILP program and implement a loan collection policy to effectuate its closeout.

**Project Implications:** Approval of this policy will the Department of Community Development to focus on the delivery of timely community development services to Fulton County citizens who reside outside of Atlanta.

**Community Issues/Concerns:** There are no community concerns identified.



**Department Issues/Concerns:** If the CDBG Business Improvement Loan Program (BILP) Collection Policy is not approved, this will limit the County's ability to properly close out this program and implement a loan collections policy.

1   **A RESOLUTION APPROVING THE ORDERLY CLOSEOUT OF THE FULTON**  
2   **COUNTY BUSINESS IMPROVEMENT LOAN PROGRAM (BILP) CONSISTENT**  
3   **WITH THE POLICY FRAMEWORK CREATED BY THE DEPARTMENT OF**  
4   **HOUSING AND URBAN DEVELOPMENT; AUTHORIZING THE COUNTY**  
5   **MANAGER OR HIS DESIGNEE TO EXECUTE ALL NECESSARY AND**  
6   **RELATED DOCUMENTS TO IMPLEMENT THE POLICY FOR THE BILP AND**  
7   **TO EFFECTUATE ITS CLOSEOUT; AND FOR OTHER RELATED**  
8   **PURPOSES.**

9  
10       **WHEREAS**, Fulton County is authorized to engage in and expend funds for  
11   community development programs and activities that assist persons of low and  
12   moderate income; and

13       **WHEREAS**, many small businesses face dire situations in that they are impacted  
14   by a downturn in the economy and may only survive via an infusion of cash; and

15       **WHEREAS**, the continued viability of small businesses is a critical goal of Fulton  
16   County, since small business are owned locally and employ mostly people from local  
17   communities; and

18       **WHEREAS**, the Community Development Block Grant (“CDBG”) is an  
19   entitlement program administered by the U.S. Department of Housing and Urban  
20   Development (“HUD”) under Title I of the Housing and Community Development Act of  
21   1974, as amended, that provides annual grants on a formula basis, to entitled cities and  
22   counties to develop viable urban communities; and

23       **WHEREAS**, CDBG funds can be used for a variety of purposes, including public  
24   service needs, infrastructure needs, low-moderate income housing needs, and other  
25   eligible activities, which includes economic development needs such as providing  
26   capital to businesses through grants or loans; and

27       **WHEREAS**, recipients of CDBG Funds through the CDBG Program must meet  
28   the national objectives in that the award of CDBG funds must: (1) give maximum

1 feasible priority to activities that benefit low to moderate income persons; (2) may aid in  
2 the prevention of slums or blight; or (3) fund activities that meet other community  
3 development needs having a particular urgency due to an immediate threat to health or  
4 welfare of the community, and other financial resources are not available to meet such  
5 needs; and

6 **WHEREAS**, to benefit its local business community, the Fulton County Board of  
7 Commissioners, through its Housing and Community Development Department (now  
8 Community Development Department), implemented its Fulton County Business  
9 Improvement Loan Program (“BILP”) to serve a federally funded economic development  
10 vehicle designed to facilitate small business development in Fulton County with the  
11 primary goal to create and retain jobs for low and moderate income persons; and

12 **WHEREAS**, the BILP program has been funded using Fulton County  
13 administered CDBG federal dollars in years 2004, 2005, 2006, 2007, 2010, and 2011,  
14 through the Department of Housing and the Economic Development Corporation of  
15 Fulton County (“EDCFC”), a not-for-profit entity, to provide financial assistance to start-  
16 up businesses, job creation for low to moderate-income citizens, and administrative  
17 support and sustainability of the EDCFC; and

18 **WHEREAS**, in granting the CDBG loans, Fulton County recognizes that many of  
19 these small businesses have difficulty in qualifying for loans from traditional banks and  
20 credit unions without the ability to demonstrate the means to repay debt, thus making it  
21 necessary for Fulton County to step in to fill the gap through loans to infuse necessary  
22 capital to enable these businesses to survive; and

1           **WHEREAS**, the BILP was implemented with a Policies and Procedures Manual  
2   ("Manual") that provided a roadmap for the operation of the program and imposed  
3   conditions for small businesses to obtain the loans, and mechanisms to handle  
4   repayment and defaults, with a copy of this Manual, incorporated as Attachment "A"  
5   hereto; and

6           **WHEREAS**, the County partnered with Economic Development Corporation of  
7   Fulton County (EDCFC) to administer the program on behalf of the Department of  
8   Community Development, to include maintaining eligibility records, maintaining success  
9   statistics of the program and determining if borrowers were eligible for BILP financing;  
10   and

11          **WHEREAS**, despite these safeguards being implemented for the BILP, over the  
12   years, many of the loan recipients have defaulted on their loans, with many of these  
13   businesses no longer in operation, resulting in the BILP being paused so that the  
14   Department of Community Development could ascertain its continued viability; and

15          **WHEREAS**, in its current construct, the Department of Community Development  
16   continues to receive a reoccurring audit finding from HUD relating to how the BILP is  
17   administered, stemming from the County's deficient partnership with the EDCFC, which  
18   has been administratively dissolved by the Georgia Secretary of State since 2016; and

19          **WHEREAS**, in addition, the loan servicing system, Loan Management Software  
20   (LMS), that has been historically used to track the loans, went out of business in 2018,  
21   and with the exception of six (6) of the businesses that received loans from Fulton  
22   County, the loan recipients have been dissolved by the Georgia Secretary of State; and

1           **WHEREAS**, there are currently six active businesses, owing approximately  
2   \$191,000 in funding, with whom Fulton County could negotiate settlement amounts to  
3   repay their outstanding balances in reduced amounts; and

4           **WHEREAS**, the Department of Community Development has reached out to  
5   HUD for technical assistance on how best to proceed with the Fulton County BILP to  
6   lessen or eliminate any possible adverse action from HUD regarding the BILP; and

7           **WHEREAS**, in furtherance of these efforts, Fulton County retained a consultant  
8   to develop a policy, incorporated hereto as Attachment “B”, that that will guide Fulton  
9   County in a process for handling settlement offers from the loan recipients, and will  
10   eventually provide for the orderly dissolution of the BILP; and

11          **WHEREAS**, HUD has reviewed and approved this process for handling  
12   settlement offers from the loan recipients; and

13          **WHEREAS**, approval of this new process will allow the Department of  
14   Community Development to pursue reasonable collection efforts for the remaining loan  
15   balances, discharge debt that is uncollectable according to the approved policy, and  
16   dissolve the BILP program by December 31, 2021, to mitigate any adverse actions from  
17   HUD;

18          **WHEREAS**, the Board of Commissioners further finds that it is in the best  
19   interest of Fulton County to authorize the Department of Community Development to  
20   utilize the policy approved by HUD in order to pursue collection of the outstanding loan  
21   balances, negotiate settlements, and the orderly closeout of the BILP, in order to ensure  
22   that the BILP does not result in adverse action from HUD; and

1       **WHEREAS**, for purposes of efficiency and expediency in Fulton County  
2 operations, the Board of Commissioners deems it to be in the best interest of the  
3 County to authorize the County Manager or his designee to execute the necessary  
4 documents that may be utilized by BILP to pursue collection, accept settlements, and  
5 close out the BILP by December 31, 2021.

6       **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners  
7 hereby approves the policy attached hereto as Attachment B, which authorizes the  
8 Department of Community Development to pursue collections, accept reasonable  
9 settlements within the discretion of the County Manager or his designee, after  
10 consultation with the County Attorney, and to orderly closeout the BILP by December  
11 31, 2021.

12       **BE IT FURTHER RESOLVED**, that the County Manager or his designee is  
13 delegated the authority to authorize, complete, and execute all documents required to  
14 administer the BILP, including to pursue collection, accept settlements, and close out  
15 the BILP by December 31, 2021.

16       **BE IT FURTHER RESOLVED**, that the County Attorney is hereby authorized to  
17 approve all BILP documents as to form, and to make necessary modifications thereto  
18 prior to execution by the County Manager or his designee.

19       **BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon its  
20 adoption, and that all prior actions inconsistent with this Resolution and parts of  
21 resolutions in conflict with this Resolution are hereby repealed to the extent of the  
22 conflict.

23       **SO PASSED AND ADOPTED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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7 **FULTON COUNTY BOARD OF**  
8 **COMMISSIONERS**  
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13 \_\_\_\_\_  
14 Robert L. Pitts, Chairman  
15

16 **ATTEST:**  
17  
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19 \_\_\_\_\_  
20 Tonya R. Grier  
21 Clerk to the Commission  
22  
23

24 **APPROVED AS TO FORM:**  
25  
26

27 \_\_\_\_\_  
28 Kaye W. Burwell  
29 Interim County Attorney  
30

31 P:\CALegislation\Community Development\BILP\4.21.21 Resolution to Process and Closeout BILP Program.doc

**Fulton County**  
**Business Improvement Loan Program**  
**Loan Collections Policy**  
*November 2020*

This policy establishes the criteria and procedures to be followed to designate a CDBG Business Improvement loan as uncollectible for write-off in accordance with HUD Regulations.

**HUD Regulations**

\* According to **HUD Exchange**, waiving repayment or a loan write-off should be implemented if the following are true:

- a) A national objective was met in 24 CFR 570.208
- and
- b) The public benefit standards at 24 CFR 570.209 (b) were met

HUD will monitor for compliance with these elements of due diligence. If the activity met a national objective, if the grantee complies and if defaulted loans are rare, HUD is less likely to require repayment of loans that had to be written off.

**Discharge of Debt**

A discharge of debt may be granted to a Fulton County Business Improvement Loan that meets the eligibility criteria below:

In order to be eligible for a discharge of debt, a loan must:

- Have been in default for a minimum of 6 consecutive months prior to requesting the discharge of debt;
- And
- There must be sufficient proof/documentation to establish that the grantee exhausted all reasonable collection methods. The program should document all communication to/from borrower, all collection activities, and any information used to make its decision.

**Extenuating Circumstances**

The Business Improvement Loan Program (BILP) recognizes that circumstances beyond the borrower's control may temporarily limit their repayment ability. The Program desires to be flexible and accommodating to its business clients. Therefore, if for any reason a business cannot make their loan payments in accordance with the terms and conditions of their agreement, the Program shall be notified in writing by the borrower.



### **Delinquency Notices**

The Program will send the borrower a letter noting the delinquent payment amount plus any applicable late charges. In this letter, a date and time will be set for a Delinquency Meeting between the borrower and the BILP Program Coordinator. Within five (5) business days of to this meeting, the borrower will provide a letter to the BILP Program Coordinator that addresses the following:

1. Loan amount in arrears;
2. Explanation of delinquency;
3. Any changes in the business' fiscal status that limits repayment ability;
4. Specific proposal to bring the loan current including timeline and/or:
5. Settlement offer

If it is determined by Staff, that a temporary payment deferment is needed, the borrower shall submit said request in writing to the Department Director for approval.

The Community Development Director can approve a temporary loan payment deferment or interest only payment for a period not to exceed a total of nine (9) months based on a mutually acceptable repayment proposal.

If the borrower does not appear for the Delinquency Meeting and does not contact the BILP staff as outlined, staff shall revert to a discharge of debt.

### **Foreclosure proceedings**

All foreclosure proceedings shall be initiated by Fulton County Legal to execute the Notice of Default.

### **Requests for Settlement Approval**

Requests for settlement approval should be sent to the BILP Program Coordinator. The request should be in the form of a memorandum containing a discussion of the settlement terms, and the reasons for settlement on those terms.

The Department Director will make an independent review of the adequacy of the proposed settlement offer and reserves the right to request significant changes in its terms. However, only settlement offers of at least 20% of the outstanding loan balance will be considered.



# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 21-0335

**Meeting Date:** 5/5/2021

### Department

Public Defender

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

Request approval of the renewal of a MOU - Office of the Public Defender - in the amount of \$60,000.00 with United Way of Greater Atlanta (UWGA) and Fulton County Atlanta, Georgia (from FY2021 Operation's Budget appropriation) within thirty (30) days of signing the MOU. To support a select group of chronically homeless individuals released from Fulton County Jail providing transitional housing with case management. To provide assistance to clients suffering with substance abuse and physical and or mental concerns, as well as, placing some clients with mental health or substance abuse issues in transitional facilities.

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

In accordance with State of Georgia O.C.G.A 36-10-1, requests for approval of contractual agreements shall be forwarded to the Board of Commissioners for approval.

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

Justice and Safety

### Commission Districts Affected

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

### Is this a purchasing item?

No

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

**Scope of Work:** Will provide assistance to clients with substance abuse, physical, and mental concerns as well as to provide placing clients with mental health or substance abuse issues in transitional or other housing.

**Community Impact:** This service will assist in making sure that ALL People are Safe.

**Department Recommendation:** N/A

**Project Implications:** N/A

**Community Issues/Concerns:** N/A

**Department Issues/Concerns:** N/A

**Contract Modification** (*Delete this chart only if the Requested Action is for a NEW award. Simply insert the text “New Procurement.” If the Requested Action is for a Contract Modification ((Renewal, Amendment, Change Order, Extension, Increase Spending Authority)), the chart should remain and be completed.*)

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount			\$.00
1st Renewal			\$.00
2 <sup>nd</sup> Renewal			\$.00
Extension #1			\$.00
Total Revised Amount			\$.00

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

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

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

Luana Walsh, Interim Circuit Defender, Public Defender, 404-612-5221

**Contract Attached**

Choose an item.

**Previous Contracts**

Choose an item.

**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:**

100-490-4900-1160 for \$30,000.00

**Funding Line 2:**

100-490-BHIF-1160 for \$30,000.00

**Funding Line 3:****Funding Line 4:****Funding Line 5:**

Key Contract Terms	
Start Date:	End Date:
Cost Adjustment:	Renewal/Extension Terms:

**Overall Contractor Performance Rating:****Would you select/recommend this vendor again?**

Choose an item.

**Report Period Start:****Report Period End:**

**Memorandum of Understanding between  
United Way of Greater Atlanta  
And  
Fulton County and the Atlanta Circuit Public Defender's Office**

This Memorandum of Understanding (“MOU”) develops an agreement between United Way of Greater Atlanta (“UWGA”) and Fulton County, through the Atlanta Circuit Public Defender’s Office (“Public Defender”), to support a select group of chronically homeless individuals released from Fulton County Jail by providing transitional housing with case management. The details of the agreement are listed below:

WHEREAS, the Public Defender’s Alternative Sentencing Specialists provide assistance to clients suffering with substance abuse and physical or mental health concerns; and

WHEREAS, the Public Defender has encountered difficulties in placing some clients with mental health or substance abuse issues in transitional (or other) housing; and

WHEREAS, the UWGA provides, among other things, transitional housing placements and case management services for low-income individuals with mental health or substance abuse issues; and

WHEREAS, the Public Defender has successfully partnered with the UWGA since 2015 to provide transitional housing placement and case management services to dozens of Public Defender clients; and

WHEREAS, the Public Defender desires to continue and increase its partnership with the UWGA to provide valuable services to Public Defender clients; and

WHEREAS, the UWGA desires to continue its partnership with the Public Defender; and

WHEREAS, the costs of providing transitional housing placement and case management services to Public Defender clients are significantly lower than housing clients in jail.

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

**ARTICLE 1: Services and Responsibilities of the Parties**

**1.1 Public Defender Responsibilities.** The Public Defender will:

- Refer to the UWGA up to fifteen (15) clients at a time for the housing program.
- Refer clients that were chronically homeless prior to their entrance to jail.



## Regional Commission on Homelessness

- Refer clients that are able to operate in a semi-independent, shared living situation.
- Assist UWGA's partner agencies to work through the logistics involved in referring a client.
- Contact the Director with UWGA to refer appropriate clients.
- Not, for the first phase of the project, refer any clients with the following attributes:
  - convicted sex offender
  - convicted of murder
  - convicted felony gun charge
- Provide UWGA with a total of \$60,000.00 (the "Payment Amount") (from **FY2021** Operation's Budget appropriation plus Justice Reinvestment Initiative) within thirty (30) days of signing the MOU. The funding lines from the operation's budget are 100-490-4900-1160 for \$30,000.00 and 100-490-BHIF-1160 for \$30,000.00.

### 1.2 UWGA Responsibilities. UWGA and/or its partner agencies will:

- Coordinate the placement of forty-five (45) to sixty-five (65) appropriate Public Defender clients (up to 15 at a time) referred by the Public Defender to UWGA's partner agencies' transitional housing with case management.
- Provide feedback with placements and schedule frequent meetings with the Public Defender and partner agencies to evaluate program effectiveness.
- Select the partner agencies which will provide housing and case management for the project and coordinate referral placements.
- Assure clients appear in court when scheduled.
- Contact the Public Defender's Office Social Work Coordinator within one (1) business day of an individual being non-compliant with the house rules or other program requirements.
- Keep the Public Defender's Office Social Work Coordinator updated and informed on the client's progress for the period in which the client is in their transitional housing program.
- Notify the Public Defender's Office Social Work Coordinator immediately if an individual voluntarily leaves the residential facility ("drop out") against staff recommendations or is re-incarcerated.
- Notify the Public Defender's Office Social Work Coordinator at least 72 hours (3 days) **before** the partnering transitional housing provider discharges the individual from the home if an individual is consistently non-compliant, i.e. refusing to attend scheduled day service program, using drugs or alcohol on the premises, smoking in restricted areas, not taking their prescribed medications, etc.
- Will **immediately** notify the Public Defender's Office Social Work Coordinator once the UWGA is aware that a client has been verbally or physically abusive, which is grounds for their discharge from the program and potentially re-incarceration.

## ARTICLE 2: General Terms

2.1 This MOU shall be effective upon execution and shall expire on December 31, 2021 unless amended in writing by both parties.



## Regional Commission on Homelessness

2.2 The Public Defender shall maintain records related to all work under this MOU and shall make such records available to review upon request by United Way of Greater Atlanta.

2.3 This MOU incorporates all prior negotiations, interpretations, and understanding between the parties and is the full and complete expression of their agreement. Any change, alteration, deletion or addition to the terms set forth in this MOU must be by written amendment executed by all parties.

2.4 Any party may request modification to this MOU. If all parties agree to the proposed modifications, the UWGA shall prepare a document setting forth the changes. Upon execution of such document, the changes shall be in full force and effect.

### ARTICLE 3: Termination

3.1. Notwithstanding any other provisions, the Public Defender may terminate this Agreement for its convenience on thirty (30) days' notice by a written notice to UWGA. If the Agreement is terminated for convenience by the Public Defender, as provided in this article, UWGA shall provide the Public Defender a partial refund of the Payment Amount for any services not completed.

IN WITNESS WHEREOF the parties hereto, acting by and through their duly authorized offices have caused their hands to be affixed on the \_\_\_\_ day of \_\_\_\_\_.

FULTON COUNTY, GEORGIA

ATTEST

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioner

\_\_\_\_\_  
Tonya R. Grier, Clerk  
Clerk to the Commission

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney's Office

\_\_\_\_\_  
Luana Walsh, Interim Circuit Public Defender

UNITED WAY OF GREATER ATLANTA

\_\_\_\_\_  
Vice President







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0219

**Meeting Date:** 5/5/2021

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

Request approval of a Resolution expressing the intent of the Board of Commissioners of Fulton County regarding the appointment, hiring, and termination powers of the Fulton County Board of Registration and Elections; and for other purposes. **(Ellis) (HELD ON 3/17/21, 4/14/21 AND 4/21/21)**

1 **RESOLUTION EXPRESSING THE INTENT OF THE BOARD OF COMMISSIONERS**  
2 **OF FULTON COUNTY REGARDING THE APPOINTMENT, HIRING AND**  
3 **TERMINATION POWERS OF THE FULTON COUNTY BOARD OF REGISTRATION**  
4 **AND ELECTIONS; AND FOR OTHER PURPOSES.**

5  
6 **WHEREAS**, Fulton County Code of Ordinances, Part 1, §14-42, provides the  
7 Board of Commissioners of Fulton County with the authority to appoint the Elections  
8 Supervisor as recommended by the Fulton County Board of Registration & Elections  
9 (“BRE”); and

10 **WHEREAS**, the BRE is currently responsible for the performance appraisals of  
11 the Elections Supervisor and determines the duties and responsibilities of the Elections  
12 Supervisor; and

13 **WHEREAS**, the Fulton County Code regarding the Board of Elections and  
14 Registration, as codified from 1989 Ga. Law, page 4577 et seq., is silent with respect to  
15 the termination of the election supervisor; and

16 **WHEREAS**, as the body charged with ensuring that the Elections Supervisor is  
17 fulfilling the requirements of his/her office, the citizens of Fulton County are best served  
18 by granting the BRE with the sole authority to discipline, sanction or terminate the  
19 Elections Supervisors as may be necessary; and

20 **WHEREAS**, the Board of Commissioners of Fulton County fully supports Fulton  
21 County working on, and putting in place legislation, to grant the BRE with the sole  
22 authority to appoint, hire, discipline, sanction or terminate the Elections Supervisor  
23 without further approval by the Board of Commissioners, so as to best support the  
24 independence of the BRE in fulfilling its duties under the law.

25 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of  
26 Fulton County hereby expresses its desire and intent that the Board of Registration and

1 Elections should be vested with the sole discretion to appoint, hire, discipline, sanction  
2 or terminate the Elections Supervisor of Fulton County.

3 **BE IT FURTHER RESOLVED**, that the Board of Commissioners will begin the  
4 process of codifying such changes in the law as necessary or appropriate to effectuate  
5 the intents and purposes of this Resolution.

6 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective when  
7 passed and adopted, and that all resolutions and parts of resolutions in conflict with this  
8 Resolution are hereby repealed to the extent of the conflict.

9 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,  
10 Georgia this \_\_\_\_\_ day of March, 2021.

11 **SPONSORED BY:**

12 \_\_\_\_\_  
13 Bob Ellis, Commissioner  
14 District 2

15 **ATTEST:**

16 \_\_\_\_\_  
17 Tonya R. Grier, Clerk to the Commission  
18  
19

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21 **APPROVED AS TO FORM:**

22 \_\_\_\_\_  
23  
24 Kaye Woodard Burwell, Interim County Attorney  
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# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0220

**Meeting Date:** 5/5/2021

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

Request approval of a Resolution expressing the intent of the Board of Commissioners of Fulton County regarding the authority to terminate the Fulton County Elections Supervisor; and for other purposes. **(Arrington/Hall)**

**(HELD ON 3/17/21, 4/14/21 AND 4/21/21)**

1 **RESOLUTION EXPRESSING THE INTENT OF THE BOARD OF COMMISSIONERS**  
2 **OF FULTON COUNTY REGARDING THE AUTHORITY TO TERMINATE THE**  
3 **FULTON COUNTY ELECTIONS SUPERVISOR; AND FOR OTHER PURPOSES.**  
4

5 **WHEREAS**, the Board of Commissioners is the governing body of Fulton County  
6 and, as such, is charged with the ultimate responsibility of providing a system of local  
7 government to serve all the citizens of Fulton County and to provide all rights afforded  
8 the citizens by law; and

9 **WHEREAS**, Fulton County Code of Ordinances, Part 1, §14-42, provides the  
10 Board of Commissioners of Fulton County with the authority to appoint the Elections  
11 Supervisor as recommended by the Fulton County Board of Registration & Elections  
12 (“BRE”); and

13 **WHEREAS**, the Fulton County Code regarding the Board of Elections and  
14 Registration, as codified from 1989 Ga. Law, page 4577 et seq., is silent with respect to  
15 the termination of the Elections Supervisor; and

16 **WHEREAS**, it is well settled in Georgia case law that the appointing authority's  
17 power of removal is incident to the power of appointment; and

18 **WHEREAS**, the Board of Commissioners desires to codify its authority with  
19 respect to the termination of the Elections Supervisor.

20 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of  
21 Fulton County hereby expresses its desire and intent that the Board of Commissioners  
22 be vested with the final authority to terminate or remove the Elections Supervisor of  
23 Fulton County, following a recommendation from the Fulton County Board of  
24 Registration and Elections.

**BE IT FURTHER RESOLVED**, that the Board of Commissioners will begin the process of codifying this authority in the law as necessary or appropriate to effectuate the intents and purposes of this Resolution.

**BE IT FINALLY RESOLVED**, that this Resolution shall become effective when passed and adopted, 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 \_\_\_\_\_ day of March, 2021.

**SPONSORED BY:**

Marvin S. Arrington, Jr., Commissioner  
District 2

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Kaye Woodard Burwell, Acting County Attorney

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# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0336

**Meeting Date:** 5/5/2021

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

Request approval of a Resolution amending Article 2, Division 2, Subpart B of the Fulton County Code of Resolutions, to amend Subsection 118-50 regarding membership and qualifications of the Board of Directors of the Development Authority of Fulton County; and for other purposes.  
**(Arrington)**

1 **A RESOLUTION AMENDING ARTICLE 2, DIVISION 2, SUBPART B OF THE FULTON**  
2 **COUNTY CODE OF RESOLUTIONS, TO AMEND SUBSECTION 118- 50 REGARDING**  
3 **MEMBERSHIP AND QUALIFICATIONS OF THE BOARD OF DIRECTORS OF THE**  
4 **DEVELOPMENT AUTHORITY OF FULTON COUNTY; AND FOR OTHER PURPOSES.**

5  
6 **WHEREAS**, the Fulton County Board of Commissioners has authority, pursuant to  
7 the Constitution of the State of Georgia, Article 9, Sec. 2 ¶ 1(a), to adopt reasonable  
8 ordinances, resolutions, or regulations relating to its affairs for which no provision has  
9 been made by general law and which is not inconsistent with this Constitution or any local  
10 law applicable thereto; and

11 **WHEREAS**, pursuant to the authority granted by the Development Authorities Law  
12 (O.C.G.A. § 36-62-1 et seq.), the Board of Commissioners, on May 16, 1973, adopted a  
13 Resolution declaring the need for a Development Authority in Fulton County ("Activating  
14 Resolution") and did thereby establish the Development Authority of Fulton County for  
15 the purpose of developing and promoting welfare, trade, commerce, industry and  
16 employment opportunities in Fulton County, among other purposes; and

17 **WHEREAS**, the May 16, 1973 Activating Resolution set forth that the Development  
18 Authority of Fulton County's Board of Directors shall consist of seven (7) members, "each  
19 of whom shall be taxpayers of Fulton County and none of whom is an officer or employee  
20 of said County;" and

21 **WHEREAS**, on April 15, 1992 the General Assembly amended O.C.G.A. § 36- 62-  
22 4(a), to change the maximum number of members that shall serve on the Development  
23 Authority of Fulton County's Board of Directors to not less than seven (7) and not more  
24 than (9); and

25           **WHEREAS**, the activation of Development Authority of Fulton County has been  
26   codified in the Fulton County Code of Laws, as Fulton County Code Sections 118-46  
27   through 118-49; and

28           **WHEREAS**, Fulton County Code Sections 118-46 through 118-49 did not include  
29   a code section pertaining to the composition of the members of Board of Directors as  
30   set forth in the Development Authorities Law or the 1973 activating Resolution; and

31           **WHEREAS**, on April 17, 2019, the Board of Commissioners found it necessary to  
32   amend the Activating Resolution, as codified in Fulton County Code Sections 118-46  
33   through 118-49, to add a new Fulton Code Section regarding membership and  
34   composition of the Board of Directors of the Development Authority of Fulton County, to  
35   provide that the Development Authority of Fulton County Board of Directors shall: (a)  
36   consist of not less than seven and not more than nine directors and specify how the board  
37   of commissioners selects the directors; (b) shall be taxpayers residing in Fulton County,  
38   as required by O.C.G.A. § § 36-62-4 and 36-62-5; (c) shall not be officers or employees  
39   of Fulton County, the Fulton County Board of Education or the Atlanta Board of Education;  
40   and (d) designate that two members shall be "at-large" members, with one member  
41   representing the Fulton County Board of Education and the other "at-large" member  
42   representing the Atlanta Board of Education (the "Amendment").

43           **WHEREAS**, the Fulton County Board of Commissioners desire to allow the Fulton  
44   County Board of Education and the Atlanta Board of Education to select their own  
45   members; and

46           **WHEREAS**, these members will be subject to approval by the full Fulton County  
47   Board of Commissioners; and

48           **WHEREAS**, the Fulton County Board of Commissioners desires to set forth  
49 additional parameters on the selection of members by the Atlanta Board of Education  
50 and the Fulton County Board of Education.

51           **NOW, THEREFORE, BE IT RESOLVED**, by the Fulton County Board of  
52 Commissioners that the Amendment to the Activating Resolution for the Development  
53 Authority of Fulton County, as codified in Article 2, Division 2, Subpart B of the Fulton  
54 County Code of Resolutions, Fulton County Code Sections 118-46 through 118-49,  
55 entitled "Development Authority of Fulton County," is hereby amended by revising  
56 subsection 118-50, entitled "Board of Directors, Membership and Qualifications," to  
57 provide as follows: (a) The Board of Directors shall consist of a board of not less than  
58 seven and not more than nine directors to be appointed by resolution of the Fulton County  
59 Board of Commissioners. Each commissioner shall have one appointment which shall be  
60 submitted to the full Board of Commissioners for approval. Two additional members shall  
61 be a "at-large" members, with one member selected and nominated by the Fulton County  
62 Board of Education for final approval by the full Board of Commissioners, and the other  
63 representing member selected and nominated by the Atlanta Board of Education for final  
64 approval by the full Board of Commissioners; provided, however, that in the event the  
65 Fulton County Board of Education or the Atlanta Board of Education approves or has  
66 approved any action, resolution, or legislative agenda item or engages in active litigation  
67 or provides any funding for litigation against the Development Authority of Fulton County  
68 or economic development in general (each an "Anti-DAFC Action"), then any member  
69 selected and nominated by the Fulton County Board of Education or the Atlanta Board of  
70 Education, as applicable, shall not be considered for appointment by the full Board of

Commissioners until such Anti-DAFC Action is rescinded, reversed or otherwise remedied as determined by the Board of Commissioners; and provided further, notwithstanding anything to the contrary contained herein, in the event that (i) the Fulton County Board of Education or the Atlanta Board of Education fails to rescind, reverse, or otherwise remedy any Anti-DAFC Action for a period of two (2) months or longer; or (ii) the Fulton County Board of Education or the Atlanta Board of Education conducts any such Anti-DAFC Action after the full Board of Commissioners has already provided final approval of any member selected and nominated by the Fulton County Board of Education or the Atlanta Board of Education, as applicable, then the Fulton County Board of Education or the Atlanta Board of Education, as applicable, shall no longer make any future nomination or recommendation of a member of the Development Authority of Fulton County; (b) The members of the Board of Directors shall be taxpayers residing in Fulton County; (c) The members of the Board of Directors shall not be officers or employees of Fulton County, as reflected in Exhibit "A," attached hereto and incorporated herein by this reference.

**FULTON COUNTY BOARD OF COMMISSIONERS**

Sponsored by:

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Marvin S. Arrington, Jr.,  
Commissioner, District 5

102 ATTEST:

103  
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105  
106 \_\_\_\_\_  
107 Tonya R. Grier, Clerk to the Commission  
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110 APPROVED AS TO FORM:

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116 Kaye Woodard Burwell, Interim County Attorney  
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118 P:\CALegislation\BOC\Resolutions\2021 Resolutions\Arrington\5.5.21.Proposed Amendment to FCC 118-50.Development Authority  
119 (revised).clean version.docx

## **EXHIBIT A**

### Sec. 118-50 - Board of Directors, Membership and Qualification

(a) The Board of Directors shall consist of a board of not less than seven and not more than nine directors to be appointed by resolution of the Fulton County Board of Commissioners. Each commissioner shall have one appointment which shall be submitted to the full Board of Commissioners for approval. Two additional members shall be a "at-large" members, with one member ~~representing~~ selected and nominated by the Fulton County Board of Education for final approval by the full Board of Commissioners, and the other ~~representing~~ member selected and nominated by the Atlanta Board of Education for final approval by the full Board of Commissioners; provided, however, that in the event the Fulton County Board of Education or the Atlanta Board of Education approves or has approved any action, resolution, or legislative agenda item or engages in active litigation or provides any funding for litigation against the Development Authority of Fulton County or economic development in general (each an "Anti-DAFC Action"), then any member selected and nominated by the Fulton County Board of Education or the Atlanta Board of Education, as applicable, shall not be considered for appointment by the full Board of Commissioners until such Anti-DAFC Action is rescinded, reversed or otherwise remedied as determined by the Board of Commissioners; and provided further, notwithstanding anything to the contrary contained herein, in the event that:

(i) the Fulton County Board of Education or the Atlanta Board of Education fails to rescind, reverse, or otherwise remedy any Anti-DAFC Action for a period of two (2) months or longer; or

(ii) the Fulton County Board of Education or the Atlanta Board of Education conducts any such Anti-DAFC Action after the full Board of Commissioners has already provided final approval of any member selected and nominated by the Fulton County Board of Education or the Atlanta Board of Education, as applicable, then the Fulton County Board of Education or the Atlanta Board of Education, as applicable, shall no longer make any future nomination or recommendation of a member of the Development Authority of Fulton County;

(b) The members of the Board of Directors shall be taxpayers residing in Fulton County.

(c) The members of the Board of Directors shall not be officers or employees of Fulton County, ~~the Fulton County Board of Education or the Atlanta Board of Education.~~







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0337

**Meeting Date:** 5/5/2021

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

Request approval of a Resolution amending Article 2, Division 2, Subpart B of the Fulton County Code of Resolutions, to amend Subsection 118-50 regarding membership and qualifications of the Board of Directors of the Development Authority of Fulton County; and for other purposes. **(Morris)**

1 **A RESOLUTION AMENDING ARTICLE 2, DIVISION 2, SUBPART B OF THE FULTON**  
2 **COUNTY CODE OF RESOLUTIONS, TO AMEND SUBSECTION 118- 50 REGARDING**  
3 **MEMBERSHIP AND QUALIFICATIONS OF THE BOARD OF DIRECTORS OF THE**  
4 **DEVELOPMENT AUTHORITY OF FULTON COUNTY; AND FOR OTHER PURPOSES.**

5  
6 **WHEREAS**, the Fulton County Board of Commissioners has authority, pursuant to  
7 the Constitution of the State of Georgia, Article 9, Sec. 2 ¶ 1(a), to adopt reasonable  
8 ordinances, resolutions, or regulations relating to its affairs for which no provision has  
9 been made by general law and which is not inconsistent with this Constitution or any local  
10 law applicable thereto; and

11 **WHEREAS**, pursuant to the authority granted by the Development Authorities Law  
12 (O.C.G.A. § 36-62-1 et seq.), the Board of Commissioners, on May 16, 1973, adopted a  
13 Resolution declaring the need for a Development Authority in Fulton County ("Activating  
14 Resolution") and did thereby establish the Development Authority of Fulton County for  
15 the purpose of developing and promoting welfare, trade, commerce, industry and  
16 employment opportunities in Fulton County, among other purposes; and

17 **WHEREAS**, the May 16, 1973 Activating Resolution set forth that the Development  
18 Authority of Fulton County's Board of Directors shall consist of seven (7) members, "each  
19 of whom shall be taxpayers of Fulton County and none of whom is an officer or employee  
20 of said County;" and

21 **WHEREAS**, on April 15, 1992 the General Assembly amended O.C.G.A. § 36- 62-  
22 4(a), to change the maximum number of members that shall serve on the Development  
23 Authority of Fulton County's Board of Directors to not less than seven (7) and not more  
24 than (9); and

25           **WHEREAS**, the activation of Development Authority of Fulton County has been  
26   codified in the Fulton County Code of Laws, as Fulton County Code Sections 118-46  
27   through 118-49; and

28           **WHEREAS**, Fulton County Code Sections 118-46 through 118-49 did not include  
29   a code section pertaining to the composition of the members of Board of Directors as  
30   set forth in the Development Authorities Law or the 1973 activating Resolution; and

31           **WHEREAS**, on April 17, 2019, the Board of Commissioners found it necessary to  
32   amend the Activating Resolution, as codified in Fulton County Code Sections 118-46  
33   through 118- 33-49, to add a new Fulton Code Section regarding membership and  
34   composition of the Board of Directors of the Development Authority of Fulton County, to  
35   provide that the Development Authority of Fulton County Board of Directors shall: (a)  
36   consist of not less than seven and not more than nine directors and specify how the board  
37   of commissioners selects the directors: (b) shall be taxpayers residing in Fulton County,  
38   as required by O.C.G.A. § § 36-62-4 and 36-62-5; (c) shall not be officers or employees  
39   of Fulton County, the Fulton County Board of Education or the Atlanta Board of Education;  
40   and (d) designate that two members shall be "at-large" members, with one member  
41   representing the Fulton County Board of Education and the other "at-large" member  
42   representing the Atlanta Board of Education (the "Amendment").

43           **WHEREAS**, the Fulton County Board of Commissioners desire to allow the Fulton  
44   County Board of Education and the Atlanta Board of Education to select their own  
45   members; and

46           **WHEREAS**, the these members will be subject to approval by the full Fulton  
47   County Board of Commissioners; and

**NOW, THEREFORE, BE IT RESOLVED,** by the Fulton County Board of Commissioners that the Amendment to the Activating Resolution for the Development Authority of Fulton County, as codified in Article 2, Division 2, Subpart B of the Fulton County Code of Resolutions, Fulton County Code Sections 118-46 through 118-49, entitled "Development Authority of Fulton County," is hereby amended by revising subsection 118-50, entitled "Board of Directors, Membership and Qualifications," to provide as follows: (a) The Board of Directors shall consist of a board of not less than seven and not more than nine directors to be appointed by resolution of the Fulton County Board of Commissioners. Each commissioner shall have one appointment which shall be submitted to the full Board of Commissioners for approval. Two additional members shall be a "at-large" members, with one member selected and nominated by the Fulton County Board of Education for final approval by the full Board of Commissioners, and the other representing member selected and nominated by the Atlanta Board of Education for final approval by the full Board of Commissioners; (b) The members of the Board of Directors shall be taxpayers residing in Fulton County; (c) The members of the Board of Directors shall not be officers or employees of Fulton County, as reflected in Exhibit "A," attached hereto and incorporated herein by this reference.

**FULTON COUNTY BOARD OF COMMISSIONERS**

Sponsored by:

Marvin S. Arrington, Jr.,  
Commissioner, District 5

77 ATTEST:

78  
79  
80  
81 \_\_\_\_\_  
82 Tonya R. Grier, Clerk to the Commission  
83  
84

85  
86 APPROVED AS TO FORM:  
87  
88  
89

90 \_\_\_\_\_  
91 Kaye Woodard Burwell, Interim County Attorney  
92

93 P:\CALegislation\BOC\Resolutions\2021 Resolutions\Arrington\4.14.21.Proposed Amendment to FCC 118-50.Development  
94 Authority.docx

## **EXHIBIT A**

### Sec. 118-50 - Board of Directors, Membership and Qualification

- (a) The Board of Directors shall consist of a board of not less than seven and not more than nine directors to be appointed by resolution of the Fulton County Board of Commissioners. Each commissioner shall have one appointment which shall be submitted to the full Board of Commissioners for approval. Two additional members shall be a "at-large" members, with one member ~~representing~~ selected and nominated by the Fulton County Board of Education for final approval by the full Board of Commissioners, and the other ~~representing member~~ selected and nominated by the Atlanta Board of Education for final approval by the full Board of Commissioners.
- (b) The members of the Board of Directors shall be taxpayers residing in Fulton County.
- (c) The members of the Board of Directors shall not be officers or employees of Fulton County, ~~the Fulton County Board of Education or the Atlanta Board of Education.~~





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0338

**Meeting Date:** 5/5/2021

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

Request approval of a Resolution supplementing the Board of Commissioners' December 17, 2008 Resolution consenting to the inclusion of certain Fulton County taxes in the computation of the tax allocation increment for the City of Atlanta Tax Allocation District Number One - Westside so as to consent to and ratify the use of a portion of County tax increment for two projects within the Westside Tax Allocation District. **(Morris)**



1       **RESOLUTION SUPPLEMENTING THE BOARD OF COMMISSIONERS' DECEMBER 17,**  
2       **2008 RESOLUTION CONSENTING TO THE INCLUSION OF CERTAIN FULTON COUNTY**  
3       **TAXES IN THE COMPUTATION OF THE TAX ALLOCATION INCREMENT FOR CITY OF**  
4       **ATLANTA TAX ALLOCATION DISTRICT NUMBER ONE –WESTSIDE SO AS TO CONSENT**  
5       **TO AND RATIFY THE USE OF A PORTION OF COUNTY TAX INCREMENT FOR TWO**  
6       **PROJECTS WITHIN THE WESTSIDE TAX ALLOCATION DISTRICT.**  
7  
8

9       **WHEREAS**, to encourage the redevelopment of the western downtown area of the City, the City  
10      Council, by City Resolution 98-R-0777 (amending Resolution 92-R-1575), adopted on July 6, 1998 and  
11      approved by the Mayor on July 15, 1998, as amended (the "Westside TAD Resolution"), among other  
12      things, (i) created "The Westside Redevelopment Area and Tax Allocation Bond District (Tax Allocation  
13      District Number 1, As Amended – Atlanta/Westside)" (the "Westside TAD"), (ii) adopted "The Westside  
14      Redevelopment Plan and Tax Allocation Bond District (Tax Allocation District Number 1, As Amended –  
15      Atlanta/Westside)" (the "Westside TAD Redevelopment Plan") and (iii) designated the Atlanta  
16      Development Authority d/b/a Invest Atlanta as the City's Redevelopment Agency, all as provided for under  
17      Redevelopment Powers Law, O.C.G.A. § 36-44-1, *et seq.*, as amended (the "Act"); and

18      **WHEREAS**, by Resolution adopted on November 18, 1998 (Agenda Item No. 98-1542) and as  
19      amended by Resolution adopted on July 20, 2005 (Agenda Item No. 05-085 1) (collectively the "County  
20      Resolution", copies of which are attached hereto and incorporated by reference), the Board of  
21      Commissioners of Fulton County consented to the inclusion of certain Fulton County ad valorem tax  
22      increments in the computation of the tax allocation increment for the Westside TAD, with certain  
23      conditions; and  
24

25      **WHEREAS**, under the County Resolution, the County's pledge of tax increments from the  
26      Westside TAD was limited to a 10-year Initial Origination Period (through December 31, 2008), with  
27      any redevelopment projects financed after that Initial Origination Period requiring separate approval by the  
28      Board of Commissioners before any County tax increments could be used in relation to those redevelopment  
29      projects; and  
30

31      **WHEREAS**, the County Resolution further limited the County's pledge of tax increments to a  
32      twenty-five (25) year period expiring on the anniversary of the creation of the Westside TAD (*i.e.*,  
33      December 31, 2023 and required that any bonds, notes, or other obligations secured by Fulton County tax  
34      increments must mature within twenty-five (25) years of issuance; and  
35

36      **WHEREAS**, the Redevelopment Powers Law generally permits the issuance of tax allocation  
37      bonds with maturity dates of up to thirty (30) years from issuance (O.C.G.A. § 36-44-14(e)); and  
38

39      **WHEREAS**, by Resolution No. 08-R-1549 (adopted on August 18, 2008 and approved by the  
40      Mayor on August 21, 2008) the Council of the City of Atlanta further amended the Westside TAD  
41      Redevelopment Plan so as to extend the duration of the Westside TAD from its prior termination date of  
42      December 31, 2023 to December 31, 2038; and  
43

44      **WHEREAS**, as provided in Resolution No. 08-R-1691 (adopted on September 2, 2008 and  
45      approved by operation of law on September 11, 2008), the City Council determined that extension of the  
46      life of the Westside TAD to 2038 was necessary in order to permit leveraging of tax increments for a longer  
47      period of time in order to accomplish certain goals of the Westside Redevelopment Plan that had not yet  
48      been achieved; and  
49

50      **WHEREAS**, by Resolution adopted December 17, 2008 (Agenda Item 08-1010), the Board of

Commissioners extended its pledge of Fulton County ad valorem taxes for the Westside TAD through 2038; extended the Initial Origination Period to December 31, 2018; and permitted the issuance of tax allocation bonds or other indebtedness with maturity dates of up to thirty (30) years from date of issuance; and

**WHEREAS**, the 2008 Resolution specifically provided that:  
*“projects financed after December 31, 2018 shall be subject to review by the County regarding the terms of its participation in the redevelopment efforts of the Atlanta Tax Allocation District Number One - Westside, and no Fulton County tax increments shall be used (directly or as security for any bonds or other indebtedness) for new projects receiving TAD financing after December 31, 2018 unless and until the Fulton County Board of Commissioners adopts a resolution as to its participation...”*; and

**WHEREAS**, the City’s Redevelopment Agency, Invest Atlanta, has made a request to the Board of Commissioners to consent and ratify one project to receive Westside TAD funding including a portion of County tax increment (a \$4,000,000 allocation to provide funding for 229 multifamily housing units to be known as “Teachers Village Project” to be located in downtown Atlanta at 98 Cone Street, NW, Atlanta, Georgia 30303 and a \$259,100 allocation to the Atlanta Police Foundation to support the installation of new security measures within the boundaries of the Westside TAD), the supporting Invest Atlanta Resolution and Fact Sheet therefore are attached hereto and incorporated herein for reference; and

**WHEREAS**, the Board of Commissioners has considered the request and wishes to adopt this Resolution consenting and ratifying the inclusion of the County tax increment for the grant to support the referenced capital project within the Westside TAD.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Fulton County, Georgia, that the Westside TAD Grant approved by the Invest Atlanta Board on April 15, 2021 (a \$4,000,000 allocation to fund 229 multifamily housing units known as “Teachers Village” located in downtown Atlanta at 98 Cone Street, NW, Atlanta, Georgia 30303 and a \$259,100 allocation to the Atlanta Police Foundation to support the installation of new security measures within the boundaries of the Westside TAD) is hereby approved and ratified within the requirements of the Board of Commissioners’ December 17, 2008 Westside TAD Resolution. In no event shall the County’s consent or use of County tax increments extend beyond December 31, 2038.

**BE IT FURTHER RESOLVED**, that, except as provided by this Resolution, all provisions of the County Westside TAD Resolutions shall remain in full force and effect.

**SO PASSED AND ADOPTED**, this \_\_\_\_ day of May, 2021.

**FULTON COUNTY BOARD OF  
COMMISSIONERS**

**SPONSORED BY:**

---

Lee Morris, Commissioner

District 3

**ATTEST:**

\_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kaye Woodard Burwell  
Interim County Attorney

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RESOLUTION OF THE BOARD OF DIRECTORS OF THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA AUTHORIZING A GRANT TO THE ATLANTA POLICE FOUNDATION FROM THE WESTSIDE TAX ALLOCATION DISTRICT SPECIAL FUND IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FIFTY-NINE THOUSAND ONE HUNDRED DOLLARS (\$259,100) TO PROVIDE FUNDING SUPPORT FOR THE INSTALLATION OF NEW SECURITY MEASURES WITHIN THE BOUNDARIES OF THE WESTSIDE TAX ALLOCATION DISTRICT; AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A GRANT AGREEMENT AND ANCILLARY DOCUMENTS BETWEEN INVEST ATLANTA AND THE ATLANTA POLICE FOUNDATION IN CONNECTION WITH SUCH GRANT; AND FOR OTHER PURPOSES.

**WHEREAS**, to encourage the redevelopment of the western downtown area of the City of Atlanta (the "City"), the council of the City (the "City Council") by Resolution 98-R-0777 (amending Resolution 92-R-1575), adopted on July 6, 1998 and approved by the Mayor of the City on July 15, 1998 (the "Westside TAD Ordinance"), among other things, (i) created "The Westside Redevelopment Area and Tax Allocation Bond District (Tax Allocation District Number 1, As Amended - Atlanta Westside)" (the "Westside TAD"), (ii) adopted the redevelopment plan for the Westside TAD (the "Westside TAD Redevelopment Plan") and (iii) designated The Atlanta Development Authority d/b/a Invest Atlanta ("Invest Atlanta") as the City's redevelopment agent for the Westside TAD, all as provided for under the Redevelopment Powers Law, O.C.G.A. § 36-44-1 *et seq.*, as amended (the "Act"); and

**WHEREAS**, the Atlanta Police Foundation ("APF") has heretofore applied for and received funding from the Westside TAD Special Fund in the amount of \$1,200,000 to fund the installation of units of police cameras and license plate readers in select rights-of-way within the boundaries of the Westside TAD; and

**WHEREAS**, APF has now requested an additional \$259,100 from the Westside TAD Special Fund to install an additional 23 units of police cameras and license plate readers within the boundaries of the Westside TAD (the "Project"); and

**WHEREAS**, the units constituting the Project will greatly increase police visibility and will be connected to the City's Operation Shield Video Integration Center so the City's Police Department will have access to the units in real time; and

**WHEREAS**, Invest Atlanta staff has found the Project to be within the scope of the Westside TAD Redevelopment Plan, impactful and worthy of a grant from the Westside TAD; and

**WHEREAS**, the Board of Directors of Invest Atlanta, after full review and consideration of the recommendations of Invest Atlanta staff, has determined that it is in the best interest of Invest Atlanta to approve funding from the Westside TAD in the amount not to exceed \$259,100.00 for the Project.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Directors of Invest Atlanta, and it is hereby resolved by the authority of the same as follows:

Section 1. **Authority**. This Resolution is adopted pursuant to the Development Authorities Law of Georgia (O.C.G.A. §36-62-1, *et seq.*, as amended), and other applicable provisions of law.

Section 2. **Approval of Funding of the Project**. Invest Atlanta hereby authorizes and approves the funding of the Project from the Westside TAD Special Fund in an amount not to exceed Two Hundred Fifty-Nine Thousand One Hundred and No/100 Dollars (\$259,100.00) (the "Project Allocation"), for the installation of police cameras and license plate readers within the boundaries of the Westside TAD.

Section 3. **Approval to Negotiate Execute and Deliver the Closing Documents**. Invest Atlanta hereby authorizes the Chair, Vice Chair or President/CEO, Executive Vice President/COO or Senior Vice President/General Counsel of Invest Atlanta to negotiate, execute, deliver and perform under a grant agreement and the ancillary documents thereto (the "Closing Documents"), in forms deemed satisfactory to such officer and legal counsel to Invest Atlanta, setting forth the terms and conditions relating to the Project Allocation for the Project.

Section 4. **General Authority**. It is hereby ratified and approved that the President/CEO, Executive Vice President/COO, Senior Vice President/General Counsel and any other proper officers, members, agents and employees of Invest Atlanta are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Resolution and are further authorized to take any and all further actions and execute and deliver any and all other certificates, papers and documents as may be necessary or desirable to effect the actions contemplated by this Resolution. Such other certificates, papers and documents shall be in such form and contain such terms and conditions as may be approved by the Chair, Vice Chair, President/CEO, Executive Vice President/COO or Senior Vice President/General Counsel of Invest Atlanta, and the execution of such other certificates, papers and documents by the Chair, Vice Chair, President/CEO, Executive Vice President/COO or Senior Vice President/General Counsel of Invest Atlanta as herein authorized shall be conclusive evidence of any such approval. The Secretary or any Assistant Secretary of Invest Atlanta is hereby authorized to attest the signature of the Chair, Vice Chair, President/CEO, Executive Vice President/COO or Senior Vice President/General Counsel of Invest Atlanta and impress, imprint or otherwise affix the seal of Invest Atlanta on any of the certificates, papers and documents executed in connection with this Resolution, but shall not be obligated to do so, and the absence of the signature of the Secretary or Assistant Secretary or Invest Atlanta's seal on any such other certificates, papers and documents shall not affect the validity or enforceability of Invest Atlanta's obligations thereunder.

Section 5. **Actions Approved and Confirmed**. It is hereby ratified and approved that all acts and doings of the officers, employees or agents of Invest Atlanta whether done before, on or after the date of adoption of this Resolution which are in conformity with the purposes and intents of this Resolution shall be, and the same hereby are, in all respects approved, ratified and confirmed.

Section 6. **Partial Invalidity**. If any one or more of the provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining agreements and provisions and shall in no way effect the validity of any of the other agreements and provisions hereof.

Section 7. **Conflicts**. All resolutions or parts thereof of Invest Atlanta in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 8. **Effective Date**. This Resolution shall take effect immediately upon its passage.

[Signature Page Follows]

Adopted and approved this 15<sup>th</sup> day of April, 2021.

**THE ATLANTA DEVELOPMENT  
AUTHORITY D/B/A INVEST ATLANTA**

By:   
Chair

Attest:



Assistant Secretary

[SEAL]



## SECRETARY'S CERTIFICATE

The undersigned, duly appointed, qualified and acting Assistant Secretary of The Atlanta Development Authority d/b/a Invest Atlanta do hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of a Resolution adopted on April 15, 2021 by the members of the Board of Directors of Invest Atlanta in a meeting duly called and assembled, after due and reasonable notice was given in accordance with applicable laws and with the procedures of Invest Atlanta, by a vote of a majority of the directors present and voting, which meeting was open to the public and at which a quorum was present and acting throughout and that the original of the foregoing Resolution appears of public record in the Minute Book of Invest Atlanta, which is in my custody and control.

Given under my signature and seal of Invest Atlanta, this 15<sup>th</sup> day of April, 2021.

*Roderic Ruben Newell*

Assistant Secretary

[SEAL]





**INVEST ATLANTA**  
**Citywide Security Camera Program**  
**Approval of Multi-TAD Grant**



**Summary** To approve an amount up to \$1,586,000 from multiple TADs to install 140 police cameras and license plate readers within the Campbellton, Eastside, Hollowell-ML King, Metropolitan, Perry Bolton, Stadium, and Westside TADs.

**Funding Source** Campbellton, Eastside, Hollowell-ML King, Metropolitan, Perry Bolton, Stadium, and Westside TADs.

**Location** Various

**Type** Public Safety/Infrastructure

**Applicant** City of Atlanta/Atlanta Police Foundation

**Description** The Atlanta Police Foundation will install up to 140 security cameras and license plate readers within the boundaries of seven TADs. Anticipated locations are shown on the maps below. This camera network will greatly increase police visibility and feed back to the Operation Shield Video Integration Center (“VIC”), where Atlanta police officers have access to the cameras in real time. These cameras will be linked to the Emergency 911 system for Atlanta and will alert officers when a 911 call is placed near a camera by displaying the nearest four cameras automatically. The program will provide the police department with tools to allow faster and more efficient response times to various crimes.

**Objectives**

Reduce crimes including loitering, graffiti and vandalism which can lead to more attractive commercial areas and stable neighborhoods; Promote new development through increased perception of safety; Create a safer environment to contribute to greater positive street activity.

**Timeline**

Finalize Site Plan	April 2021
Start of Construction	May 2021
End of Construction	December 2021

Total TAD Budget	# of Units	Cost
Campbellton	21	\$238,200
Eastside	65	\$734,000
Hollowell-ML King	5	\$60,500
Metropolitan	9	\$100,800
Perry Bolton	11	\$123,200
Stadium	6	\$70,200
Westside	23	\$259,100
<b>Subtotal</b>	<b>140</b>	<b>\$1,586,000</b>
*Beltline	*36	*\$792,000
<b>Total TAD Commitment</b>	<b>176</b>	<b>\$2,378,000</b>

\*Pending approval from Atlanta Beltline, Inc.

**Relationship Summary**

APF awarded funding for security equipment-Campbellton TAD (2014-\$500k), Westside TAD (2015 - \$1.2M), Metropolitan TAD (2019-\$503k). Awarded WTAD funding for

**INVEST ATLANTA**  
**Citywide Security Camera Program**  
**Approval of Multi-TAD Grant**



acquisition/construction of single-family housing (2017 - \$500k). Awarded Campbellton TAD funding for At-Promise Center (2019 - \$1M). Received \$12M NMTC allocation for Campbellton and Pittsburgh At-Promise Centers.

# INVEST ATLANTA

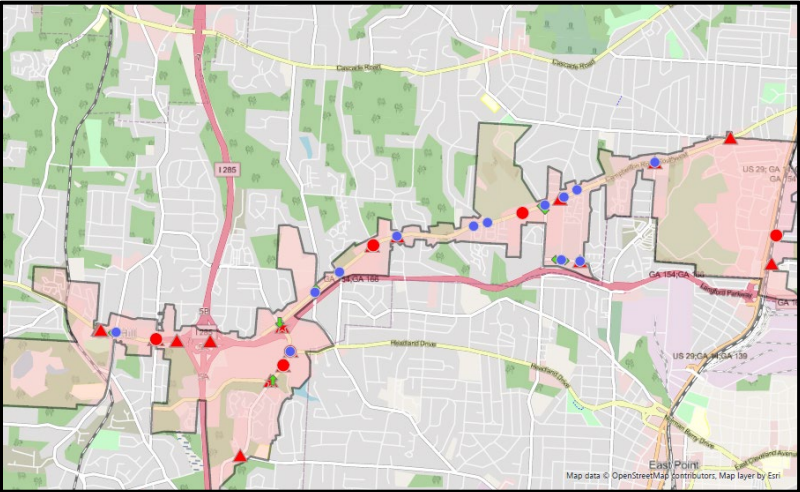
## Citywide Security Camera Program

### Approval of Multi-TAD Grant

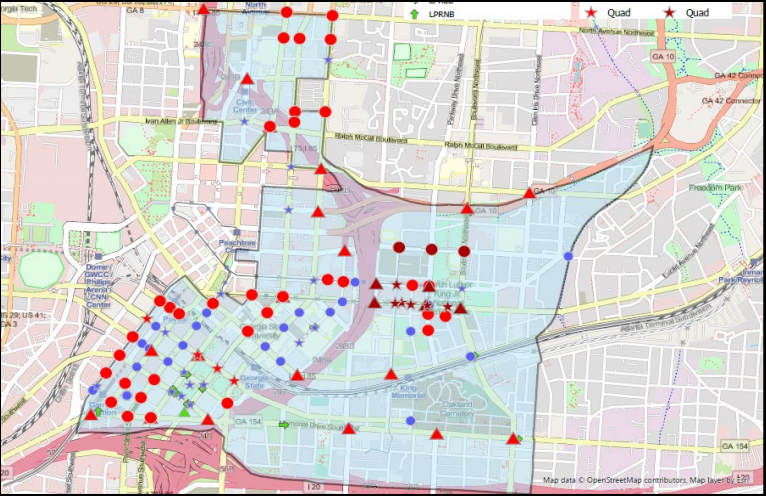


#### Project Location

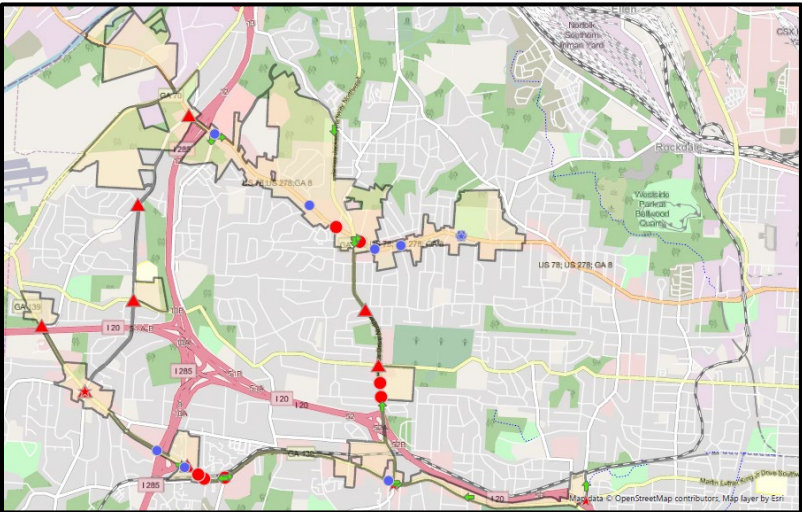
Campbellton



Eastside



Hollowell-ML King



- Existing Equipment
- ▲ Proposed Camera
- Proposed LPR



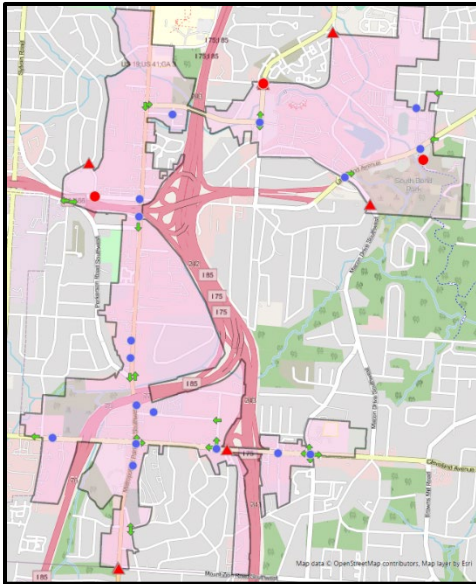
# INVEST ATLANTA

## Citywide Security Camera Program

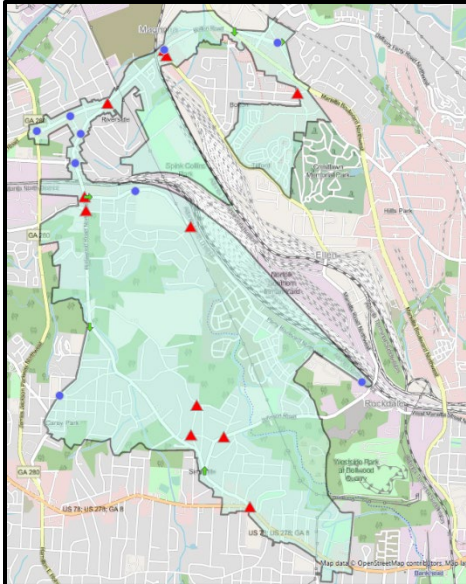
### Approval of Multi-TAD Grant



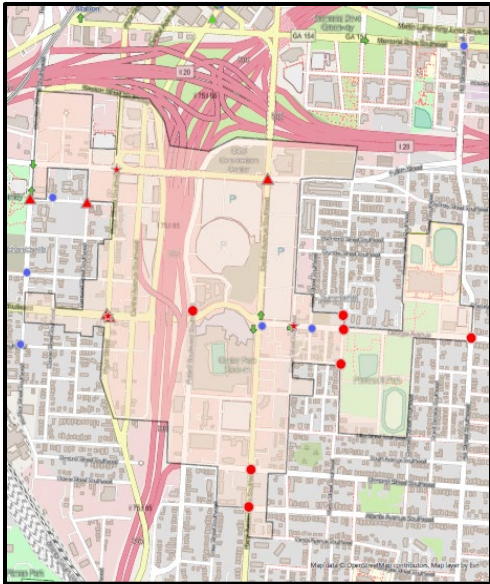
**Metropolitan**



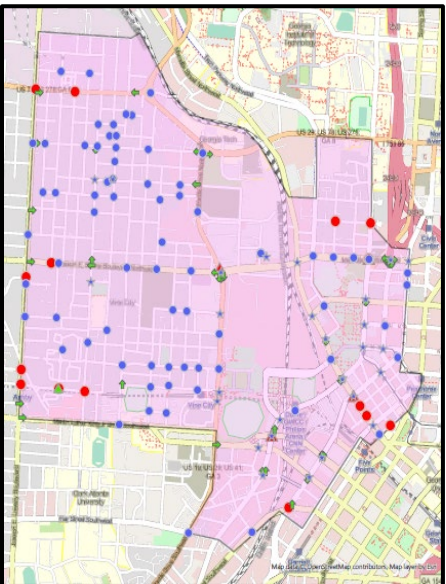
**Perry Bolton**



**Stadium**



**Westside**



- Existing Equipment
- ▲ Proposed Camera
- Proposed LPR

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA AUTHORIZING A GRANT FROM THE WESTSIDE TAX ALLOCATION DISTRICT ("WESTSIDE TAD") SPECIAL FUND TO RBH ATLANTA OZ, LLC, IN AN AMOUNT NOT TO EXCEED \$4,000,000 TO ASSIST IN FUNDING THE CONSTRUCTION AND EQUIPPING OF APPROXIMATELY 229 UNITS OF MULTIFAMILY RENTAL HOUSING TO BE LOCATED AT 98 CONE STREET, NW IN DOWNTOWN ATLANTA AS PART OF A DEVELOPMENT TO BE KNOWN AS THE TEACHERS VILLAGE PROJECT; AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF DOCUMENTS IN CONNECTION WITH THE PROJECT; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Atlanta Development Authority d/b/a Invest Atlanta ("Invest Atlanta") has been duly created and is existing under and by virtue of the Constitution and the laws of the State of Georgia (the "State"), in particular, the Development Authorities Law of the State (O.C.G.A. §36-62-1 *et seq.*, as amended) and an activating resolution of the City Council of the City of Atlanta, Georgia (the "City"), duly adopted on February 17, 1997, and approved by the Mayor of the City on February 20, 1997, and is now existing and operating as a public body corporate and politic of the State; and

**WHEREAS**, to encourage the redevelopment of the western downtown area of the City, the City Council, by City Resolution 98-R-0777 (amending Resolution 92-R-1575), adopted on July 6, 1998 and approved by the Mayor on July 15, 1998, as amended (the "Westside TAD Resolution"), *inter alia*: (i) created "The Westside Redevelopment Area and Tax Allocation Bond District (Tax Allocation District Number 1, As Amended – Atlanta/Westside)" (the "Westside TAD"), (ii) adopted "The Westside Redevelopment Plan and Tax Allocation Bond District (Tax Allocation District Number 1, As Amended – Atlanta/Westside)" (the "Westside TAD Redevelopment Plan") and (iii) designated Invest Atlanta as the City's Redevelopment Agency, all as provided for under Redevelopment Powers Law, O.C.G.A. §36-44-1, *et seq.*, as amended (the "Act"); and

**WHEREAS**, the City appointed Invest Atlanta as the City's redevelopment agency pursuant to the Act to implement the redevelopment initiatives set forth in the Westside TAD Redevelopment Plan, and for other purposes; and

**WHEREAS**, RBH Atlanta OZ, LLC, a Delaware limited liability company authorized to do business in Georgia (the "Developer") or a related entity, intends to construct and equip 229 units of affordable multifamily rental housing located in downtown Atlanta at 98 Cone

Street, NW, to be part of the development known as the Teachers Village Project (the "Project"); and

**WHEREAS**, approximately 140 or 61% of the units in the Project will be reserved for households earning 60% or below and 80% and below the area median income ("AMI") for the metropolitan statistical area in which the City sits; and

**WHEREAS**, the Developer has applied for a \$4,000,000 grant from the Westside TAD Special Fund to provide certain gap financing for the Project; and

**WHEREAS**, after thoroughly reviewing the application, Invest Atlanta staff recommended awarding a Westside TAD Grant to the Developer; and

**WHEREAS**, the Board of Directors of Invest Atlanta now desires to approve a Westside TAD Grant from the Special Fund to the Developer for the Project in an aggregate amount not to exceed \$4,000,000.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Directors of Invest Atlanta, and it is hereby resolved by the authority of the same as follows:

Section 1. **Authority.** This Resolution is adopted pursuant to the Development Authorities Law of Georgia (O.C.G.A. §36-62-1, *et seq.*, as amended), and other applicable provisions of law.

Section 2. **Approval of Funding of the Project.** Invest Atlanta hereby authorizes and approves the funding of a grant to the Project from the Westside TAD Special Fund in an amount not to exceed \$4,000,000 (the "Project Allocation") to assist in funding the construction and equipping of the Project, subject to certain conditions being met by the Developer, RBH Atlanta OZ, LLC, or a related entity, which conditions will be outlined in a commitment letter or other document from Invest Atlanta to the Developer. If for any reason the closing on the grant of the Project Allocation does not occur within twelve (12) months of the date of this Resolution, the Project Allocation shall be automatically withdrawn, subject to any administrative extension by the President/CEO or Executive Vice President/COO, in his or her discretion, for good cause shown by the Developer.

Section 3. **Approval to Negotiate, Execute and Deliver the Grant Agreement.** Invest Atlanta hereby authorizes the Chair, Vice Chair or President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta to negotiate, execute and deliver all necessary documents between Invest Atlanta and any other party, including the Developer, to consummate the grant of the Project Allocation, which documents shall be in forms deemed satisfactory to the President/CEO and General Counsel of Invest Atlanta.

Section 4. **General Authority.** It is hereby ratified and approved that the President/CEO, Executive Vice President/COO, General Counsel and any other proper officers, members, agents and employees of Invest Atlanta are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Resolution and are further authorized to take any and all further actions and execute and deliver any and all other certificates, papers and documents as may be necessary or desirable to effect the actions contemplated by this Resolution. Such other certificates, papers and documents shall be in such form and contain such terms and conditions as may be approved by the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta, and the execution of such other certificates, papers and documents by the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta as herein authorized shall be conclusive evidence of any such approval. The Secretary or any Assistant Secretary of Invest Atlanta is hereby authorized to attest the signature of the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta and impress, imprint or otherwise affix the seal of Invest Atlanta on any of the certificates, papers and documents executed in connection with this Resolution, but shall not be obligated to do so, and the absence of the signature of the Secretary or Assistant Secretary or Invest Atlanta's seal on any such other certificates, papers and documents shall not affect the validity or enforceability of Invest Atlanta's obligations thereunder. A facsimile or electronic signature will constitute an original signature for all purposes.

Section 5. **Actions Approved and Confirmed.** It is hereby ratified and approved that all acts and doings of the officers, employees or agents of Invest Atlanta whether done before, on or after the date of adoption of this Resolution which are in conformity with the purposes and intents of this Resolution shall be, and the same hereby are, in all respects approved, ratified and confirmed.

Section 6. **Partial Invalidity.** If any one or more of the provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining agreements and provisions and shall in no way effect the validity of any of the other agreements and provisions hereof.

Section 7. **Conflicts.** All resolutions or parts thereof of Invest Atlanta in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 8. **Effective Date.** This Resolution shall take effect immediately upon its passage.

[Signature Page Follows]




Adopted and approved this 15<sup>th</sup> day of April 2021.

**THE ATLANTA DEVELOPMENT  
AUTHORITY D/B/A INVEST ATLANTA**

By:   
Chair

**Attest:**

  
Assistant Secretary

[SEAL]



## SECRETARY'S CERTIFICATE

I, the undersigned, a duly appointed, qualified and acting Assistant Secretary of The Atlanta Development Authority d/b/a Invest Atlanta ("Invest Atlanta"), do hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of a Resolution adopted on April 15, 2021, by the members of the Board of Directors of Invest Atlanta in a meeting duly called and assembled, after due and reasonable notice was given in accordance with applicable laws and with the procedures of Invest Atlanta, by a vote of a majority of the directors present and voting, which meeting was open to the public and at which a quorum was present and acting throughout and that the original of the foregoing Resolution appears of public record in the Minute Book of Invest Atlanta, which is in my custody and control.

I further certify that such Resolution has not been rescinded, repealed or modified.

Given under my signature and seal of Invest Atlanta, this 15<sup>th</sup> day of April, 2021.

Rosario Rubens Newell

Assistant Secretary

[SEAL]



**ATLANTA DEVELOPMENT AUTHORITY**  
**Teachers Village – TAD Westside**  
**Approval of 229 Multi-Family Housing Units**



**Summary** To approve an amount up to \$4MM in TAD funding for the new construction of 229 units of multifamily housing in downtown.

**Tool** \$4,000,000 Westside TAD

**Location** 98 Cone Street, Atlanta, GA 30303  
**Council District:** 2 **NPU:** M **APS District:** 1

**Description/ Background** This portion of the Teachers Village project for which TAD funding assistance is requested will include 229 affordable/workforce housing units marketed to teachers, educators, and other school employees in the City of Atlanta. Approximately 40% of the units will be rented to tenants earning no more than 60% of the area median income. An additional 20% of the units will be rented to tenants earning no more than 80% of the area median income.

The 229-unit multifamily project is one component of a larger, 400,000 SF, 31-story mixed-use development. When complete, this significant investment in downtown will also include:

**Senior:** RBH proposes 14 stories consisting of 216 units for senior housing, including studio units for Memory Care and Assisted Living and units for Independent Living.

## Unit Mix

AMI	# of Units	Unit Floor Plan	Unit Size	Unit Rental
<b>94 units @ 60% AMI or below</b>				
60%	32	Studio	483	\$813
	56	1 BR	640	\$864
	6	2 BR	986	\$1,038
<b>46 units @ 80% AMI or below</b>				
80%	18	Studio	483	\$1,100
	26	1 BR	640	\$1,175
	2	2 BR	986	\$1,410
<b>89 units @ Market</b>				
Market	28	Studio	483	\$1,325
	56	1 BR	640	\$1,560
	5	2 BR	986	\$2,060
<b>Total Units: 229</b>				

**ATLANTA DEVELOPMENT AUTHORITY**  
**Teachers Village – TAD Westside**  
**Approval of 229 Multi-Family Housing Units**



**Retail / Commercial:** Similar to RBH’s retail concept for the Newark Teachers Village project, a portion of the overall 25,752 sf ground floor commercial component will be marketed to small and minority business operators in the Atlanta area. RBH will work with local stakeholders and economic development specialists at Invest Atlanta to identify and recruit local entrepreneurs to open businesses in the Teachers Village project.

**Parking / Transit:** The project will integrate and expand an existing parking deck on site that currently includes 407 spaces. RBH will create 25,752 SF of ground-floor retail wrapping the parking deck. The Luckie Street Streetcar station is one block away, and the Peachtree Center MARTA station is four blocks away. Residents as well as visitors to the area will be able to park in the onsite garage.

**Amenity Space:** Teachers Village will include approximately 3,000 sf of amenity space throughout the building for use for classrooms, laundry, gym and lounge spaces. The project will also include a 3,000 SF private rooftop area for residents.

<b>Timeline</b>	Construction Period: 24 Months Estimated Completion: January 2023
<b>Ownership Entity</b>	RBH Atlanta OZ, LLC
<b>Developer</b>	RBH Group, LLC

**ATLANTA DEVELOPMENT AUTHORITY**  
**Teachers Village – TAD Westside**  
**Approval of 229 Multi-Family Housing Units**



**DEVELOPMENT BUDGET:**

**Sources**

Tax Exempt Bond	\$24,363,727
Other Construction Debt	\$14,338,661
TAD Grant	\$4,000,000
Federal Tax Credit Equity	\$815,332
State Tax Credit Equity	\$529,966
Deferred Developer Fee	\$250,000
<b>Total Construction Sources</b>	<b>\$44,297,686</b>

Permanent Debt	\$26,594,713
TAD Grant	\$4,000,000
Federal Tax Credit Equity	\$8,153,317
State Tax Credit Equity	\$5,299,656
Deferred Developer Fee	250,000
<b>Total Permanent Sources</b>	<b>\$44,297,686</b>

**Uses**

Hard Costs	\$31,477,744
Contingency	\$3,175,622
Soft Costs	\$1,749,691
Financing	\$1,230,820
Interim Expenses	\$3,308,861
Syndication Expenses	\$150,000
Reserves	\$1,654,529
Developer Fee	\$1,550,419
<b>Total Uses</b>	<b>\$44,297,686</b>

**TAX IMPLICATIONS/FISCAL IMPACTS**

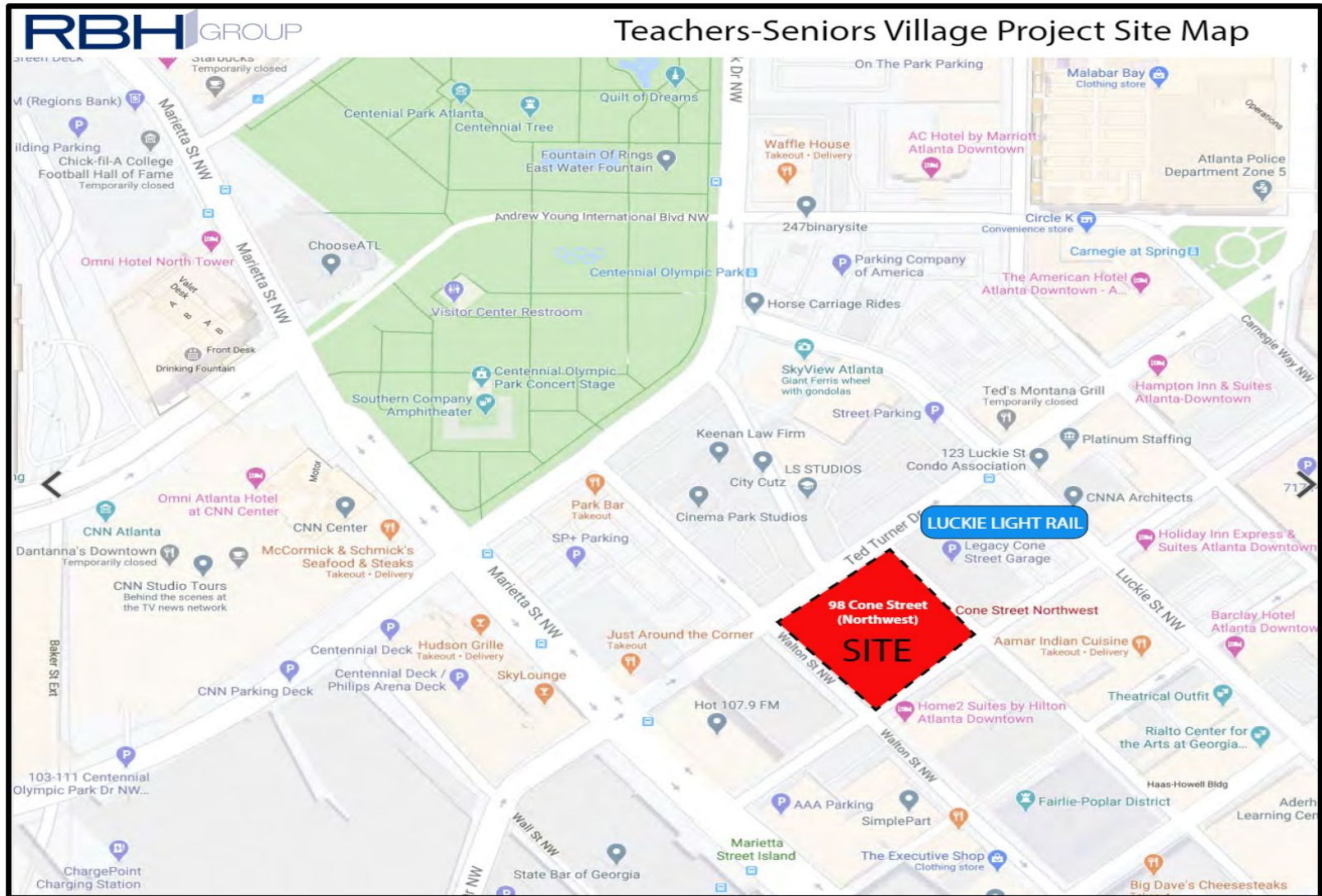
Direct Capital Investment	\$44,297,686
Total Economic Impact **	\$66,956,262
Permanent Jobs Created***	75
Current Taxes**	\$30,963
Taxes After Rehab**	\$586,610

\*\*Based on IMPLAN Analysis

\*\*\*Based on estimates provided by the developer.

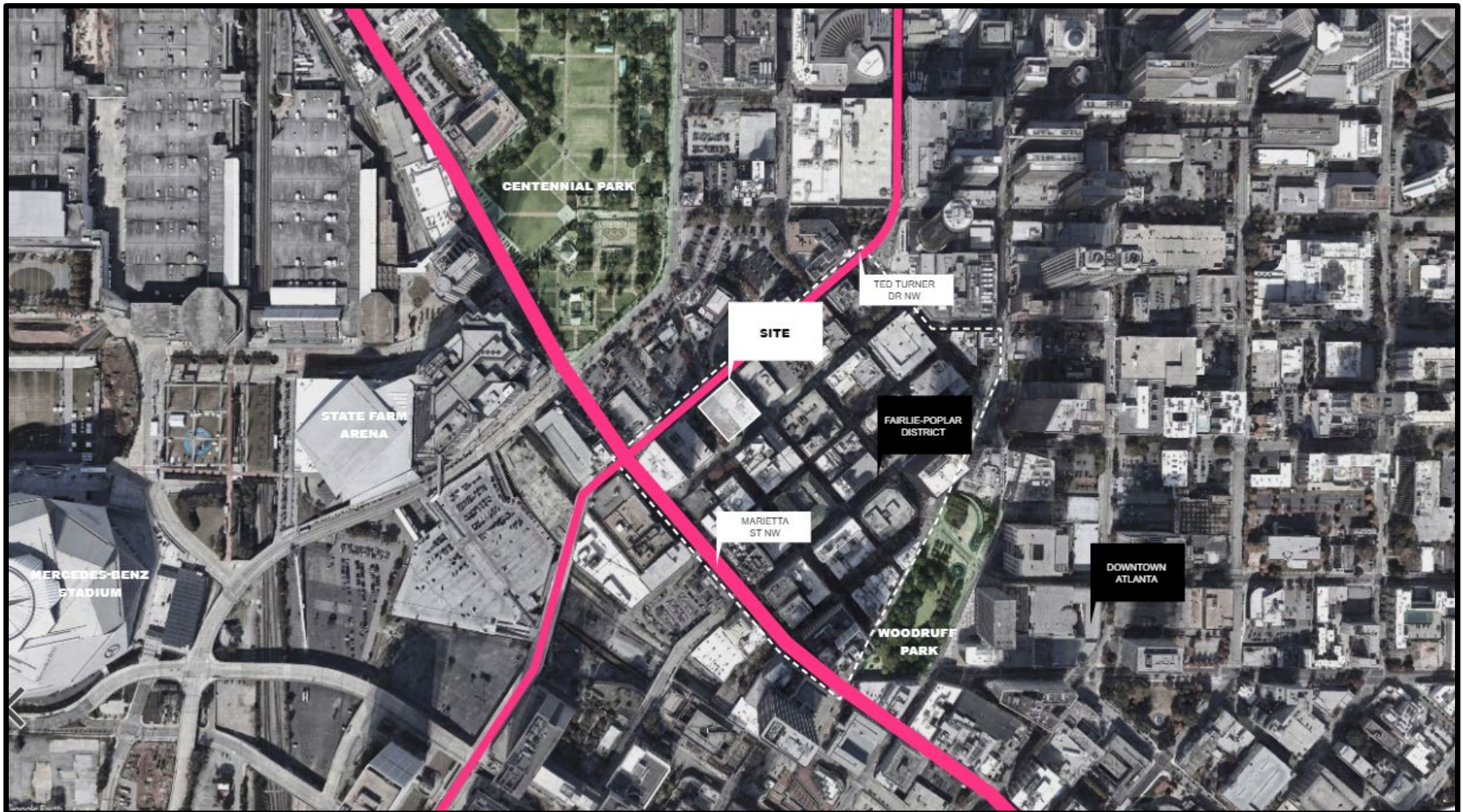


**ATLANTA DEVELOPMENT AUTHORITY**  
**Teachers Village – TAD Westside**  
**Approval of 229 Multi-Family Housing Units**





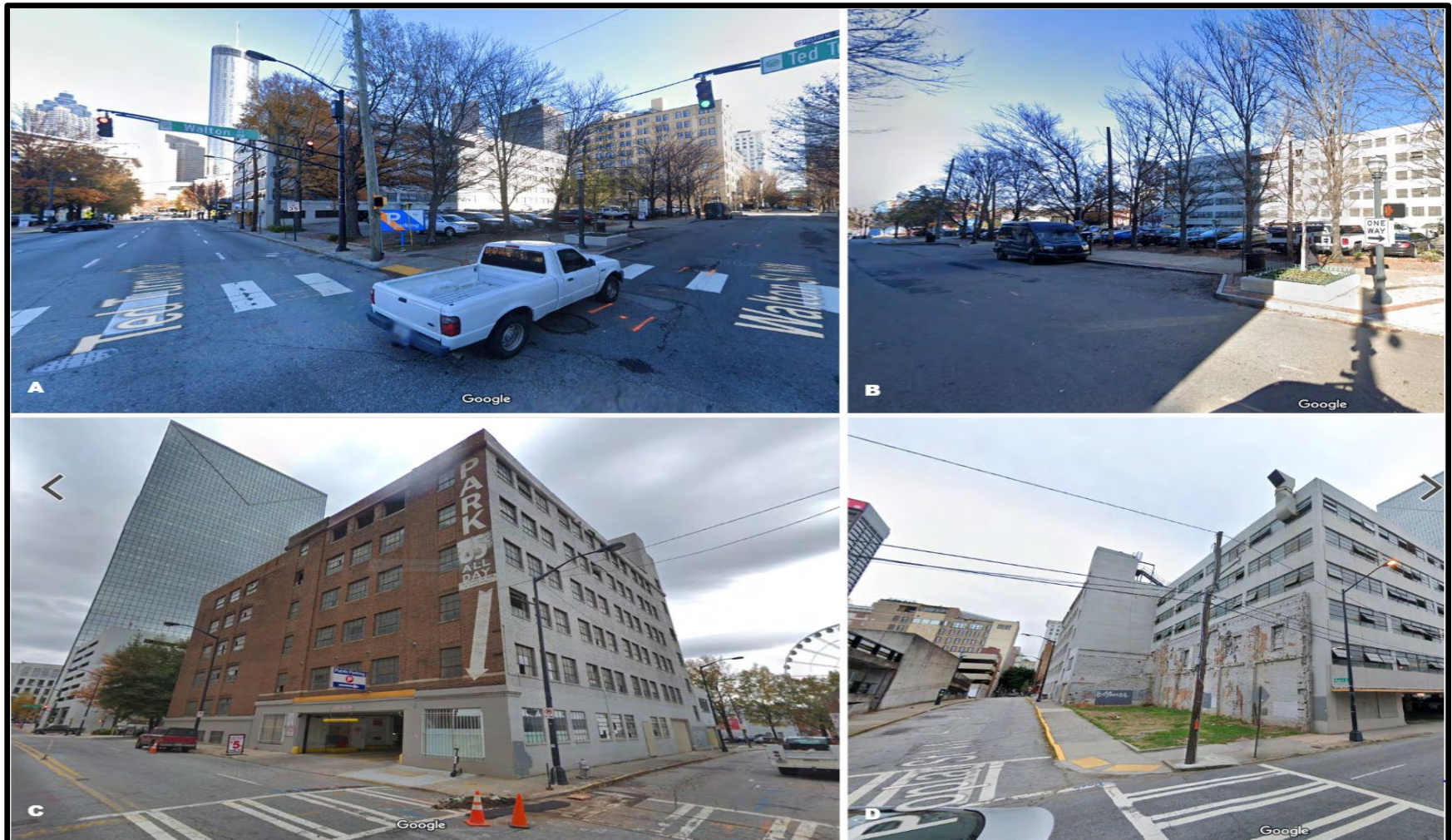
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**Approval of 229 Multi-Family Housing Units**





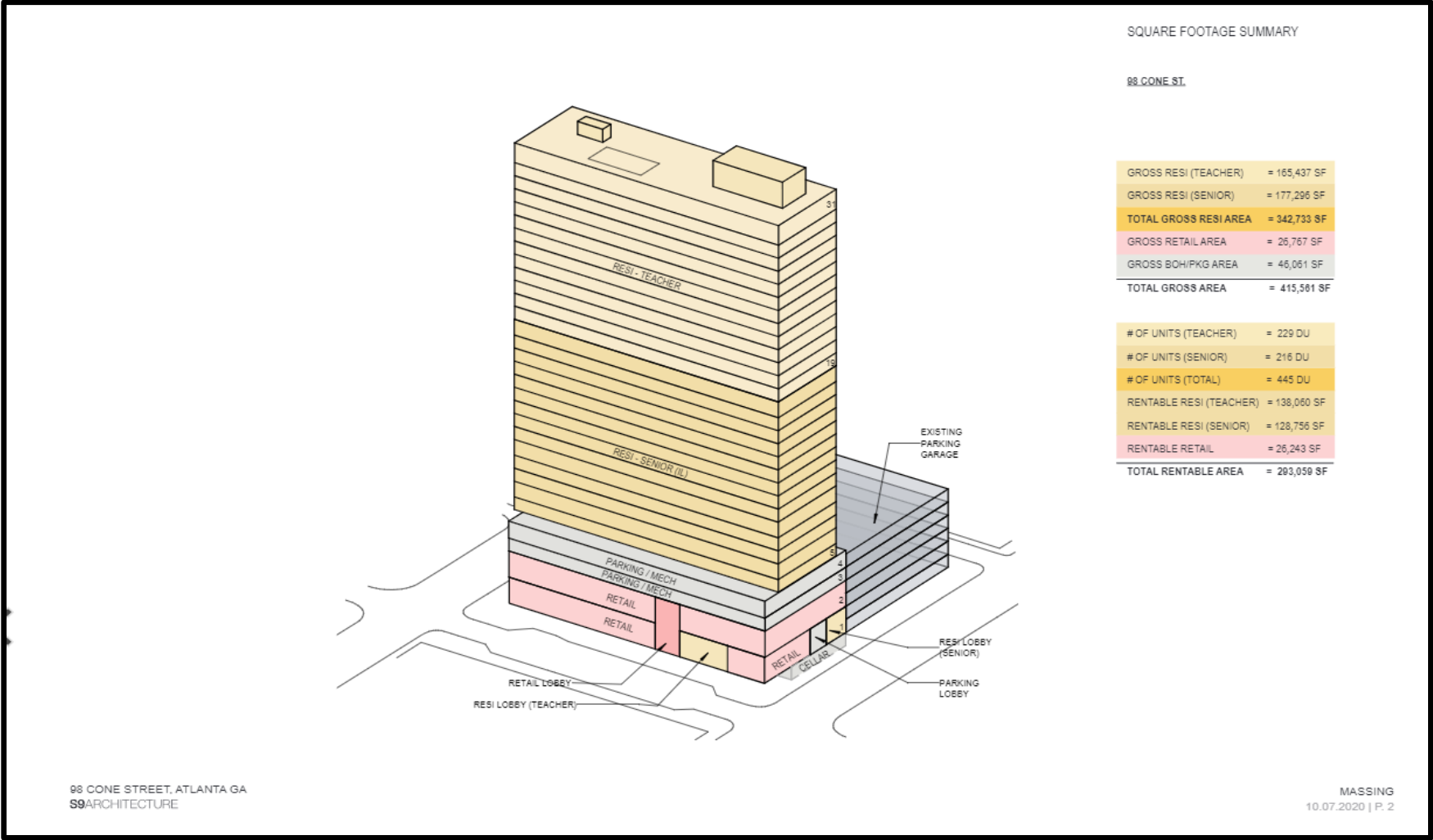
**ATLANTA DEVELOPMENT AUTHORITY**  
**Teachers Village – TAD Westside**  
**Approval of 229 Multi-Family Housing Units**

**Existing Site Photos**





Project Site Plan



Rendering

**ATLANTA DEVELOPMENT AUTHORITY**  
**Teachers Village – TAD Westside**  
**Approval of 229 Multi-Family Housing Units**







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0339

**Meeting Date:** 5/5/2021

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

Request approval of a Resolution reaffirming the Board of Commissioners of Fulton County's commitment to the National "Stepping Up" initiative to reduce mental illness among the Fulton County Jail population; and for other purposes. **(Ellis/Morris/Hall)**

1 **RESOLUTION REAFFIRMING THE BOARD OF COMMISSIONERS OF FULTON**  
2 **COUNTY’S COMMITMENT TO THE NATIONAL “STEPPING UP” INITIATIVE TO**  
3 **REDUCE MENTAL ILLNESS AMONG THE FULTON COUNTY JAIL POPULATION;**  
4 **AND FOR OTHER PURPOSES.**

5  
6 **WHEREAS**, counties routinely provide treatment services to the estimated 2  
7 million people with serious mental illnesses booked into jail each year; and; and

8 **WHEREAS**, prevalence rates of serious mental illnesses in jails are three to six  
9 times higher than for the general population; and

10 **WHEREAS**, without the appropriate treatment and services, people with mental  
11 illnesses continue to cycle through the criminal justice system, often resulting in tragic  
12 outcomes for these individuals and their families; and

13 **WHEREAS**, Fulton County and all counties take pride in their responsibility to  
14 protect and enhance the health, welfare and safety of its residents in efficient and cost-  
15 effective ways; and

16 **WHEREAS**, the National Association of Counties, the Council of State  
17 Governments Justice Center and the American Psychiatric Association Foundation  
18 launched the national Stepping Up initiative in May 2015 as a Call to Action for counties  
19 to reduce the number of people with mental illness in jails; and

20 **WHEREAS**, Fulton County joined the national Stepping Up initiative May 4,  
21 2016, thereby committing to reduce the number of people with mental illnesses in our  
22 county jail, share lessons learned with other counties in our state and across the  
23 country to support a national initiative and encourage all county officials, employees and  
24 residents to participate in Stepping Up; and

25 **WHEREAS**, to gather appropriate data, Fulton County will implement Stepping  
26 Up’s recommended three-step approach: 1) Establish a shared definition of seriously

1 mentally ill (“SMI”) for Stepping Up efforts used throughout local criminal justice and  
2 behavioral health systems; 2) Use a validated mental health screening tool on every  
3 person booked into the jail and refer people who screen positive for symptoms of SMI to  
4 a follow-up clinical assessment by a licensed mental health professional; and 3) Record  
5 clinical assessment results and regularly report on this population; and

6 **WHEREAS**, Fulton County will work towards achieving Stepping Up’s five  
7 targets: 1) 5% annual reduction in average jail population; 2) 10% annual reduction in  
8 jail bookings; 3) 5% annual reduction in average length of jail stay; 4) 10% annual  
9 increase in post release connections to care; and 5) 5% annual reduction in recidivism;  
10 and

11 **WHEREAS**, multiple agencies will be working together to achieve these goals,  
12 including the Fulton County Justice and mental Health Task Force, chaired by Fulton  
13 County Superior Court, other local and state partners from the judiciary, law  
14 enforcement, community, consumers , advocates, mental health and substance abuse  
15 providers and other stakeholders.

16 **NOW, THEREFORE, BE IT RESOLVED**, the Board of Commissioners of Fulton  
17 County does hereby reaffirm Fulton County’s commitment to the national Stepping Up  
18 initiative’s goals and sign on to the Stepping Up “Set, Measure, Achieve” Call to Action  
19 to identify and publicly commit to goals that demonstrate reduced prevalence of mental  
20 illness in local justice systems.

21 **BE IT FURTHER RESOLVED**, that this Resolution shall become effective when  
22 passed and adopted, and that all resolutions and parts of resolutions in conflict with this  
23 Resolution are hereby repealed to the extent of the conflict.

**PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,  
Georgia this \_\_\_\_\_ day of May, 2021.

**SPONSORED BY:**

\_\_\_\_\_  
Bob Ellis, Commissioner  
District 2

**CO-SPONSORED BY:**

\_\_\_\_\_  
Natalie Hall, Vice-Chairman  
District 4

**CO-SPONSORED BY:**

\_\_\_\_\_  
Lee Morris, Commissioner  
District 3

**ATTEST:**

\_\_\_\_\_  
Tonya R. Grier, Clerk to the Commission

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kaye Woodard Burwell, Interim County Attorney

P:\CALegislation\BOC\Resolutions\2021 Resolutions\Ellis\4.29.21 Ellis Resolution Stepping Up Initiative.doc







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0340

**Meeting Date:** 5/5/2021

---

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

Discussion and Resolution: Directive and Implementation of (BOC Resolution 21-0221) Fulton County Priorities and Funds Distribution of American Rescue Plan Act Funds. (**Abdur-Rahman**)





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0341

**Meeting Date:** 5/5/2021

---

### Department

Registration and Elections

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

Discussion: Elections Cost Update.

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

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

Open and Responsible Government

### Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

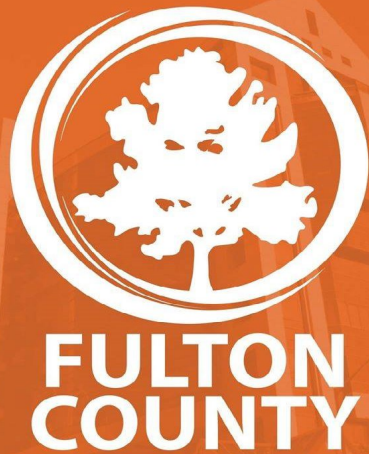
**Is this a purchasing item?**

No

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

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# FULTON COUNTY REGISTRATION AND ELECTIONS



## ELECTIONS 2020-2021 REVIEW

### EVENTS IMPACTED THE 2020-2021 ELECTION CYCLE

- A new, resource intensive voting system purchased by the State of Georgia.
- An increase in absentee by mail voting of more than 500% due to the COVID pandemic.
- Two unbudgeted elections (September and December).
- A rare federal runoff election (January 2021).
- Increase in early voting by more than 30% from August - January.
- A full hand audit of November's ballots.
- A machine recount of November's ballots.
- A 25% increase in Election Day polling locations.
- Rental payments to Georgia World Congress Center.
- Added security and technicians to all polling locations for early voting and Election Day.
- A COVID outbreak of 26 staff members leading up to the November election.

## ELECTION COST COMPARISON

### PAST ELECTION COST

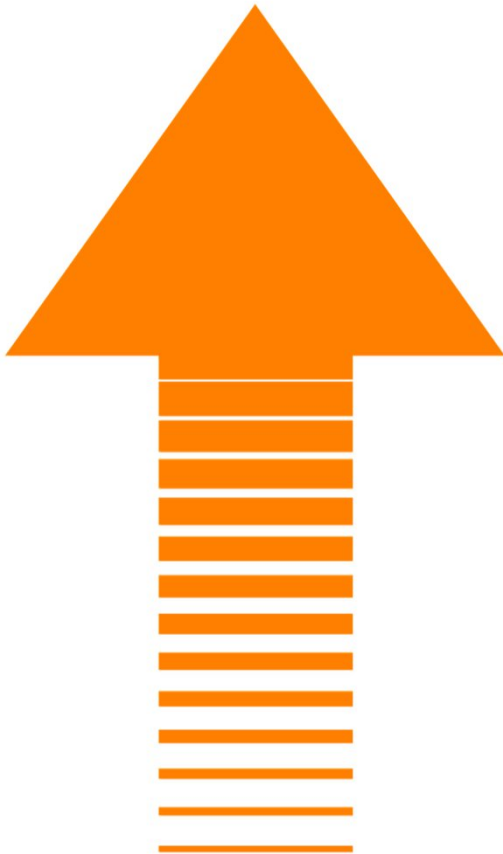
2008 Election Cycle \$11,154,783	2008 EV Sites -6 2008 ED Sites -264
2012 Election Cycle \$6,122,022	2012 EV Sites -6 2012 ED Sites -259
2016 Election Cycle \$9,948,103	2016 EV Sites - 24 2016 ED Sites - 203
2020 Election Cycle \$38,300,000	2020 EV Sites - 34 2020 ED Sites - 255
2021 Election Cycle \$6,100,000	2021 EV Sites - 34 2021 ED Sites - 255

Forsyth, Gwinnett, Spaulding, Athens-Clarke, Rockdale, Clayton and Muscogee counties confirmed that they saw similar increases in their 2020 budgets versus previous years as we saw in Fulton.

### PROJECTED FUTURE ELECTION COST

2021 Municipal Election \$7,164,081	2021 Muni EV Sites - 24 2021 Muni ED Sites - 271
2021 Municipal Election Runoff (TBD-\$2.46 per registered voter)	2021 MRO EV Sites - 24 2021 MRO ED Sites - 271
2022 Primary Election \$9,437,722	2022 Prim EV Sites - 24 2022 Prim ED Sites - 271
2022 Primary Election Runoff \$6,532,402	2022 PRO EV Sites - 24 2022 PRO ED Sites - 271
2022 General Election \$11,529,068	2022 Gen EV Sites - 42 2022 Gen ED Sites - 271
2022 General Election Runoff \$ 6,447,058	2022 GRO EV Sites - 24 2022 GRO ED Sites - 271

# ELECTION COST INCREASES



## REASONS FOR ELECTION COST INCREASES

- Increase in early voting sites
- Increase in the number of Election Day precincts
- Additional staffing needs
- Additional equipment needs for early voting sites and Election Day sites
- Increased voter turnout

## UNKNOWN FACTORS THAT COULD IMPACT COSTS

- Change in absentee voting habits
- Changes in absentee regulations could drive more citizens to early voting
- Requests from elderly and disabled citizens
- Voter turnout
- Impact of Senate Bill 202

## WHERE ARE WE NOW?



### OUR FOCUS: A SUCCESSFUL ELECTION DAY

- Implementation of Post-Election Assessment Recommendations
- Developed detailed project plans
- Expanding early voting sites
- Expanding locations and opportunities for citizens to obtain a Voter ID
- Retooling poll worker training
- Developing a robust Voter Education Outreach and Communications Plan
- Updating Standard Operating Procedures to comply with SB 202
- Conducting weekly internal work group meetings
- Upcoming: Monthly Reporting to the BRE (beginning May, 2021)



# ON THE HORIZON-MUNICIPAL ELECTIONS

## MUNICIPAL ELECTIONS UPDATE

- Municipal Elections Dates:  
11/2/2021  
11/30/2021 (Runoff)
- Revised municipal elections budgets to municipalities-sent 3/15/2021
- 28 Early Voting sites to be approved by the BRE
- Early voting hours to be approved by the BRE
- 255 Election Day precincts-plan to increase to 271 precincts
- Staff will report on 6/6/2021

## ABSENTEE BALLOT CHANGES

- Absentee ballot applications can be received 78 days prior to the election
- First mailing of absentee ballots is 45 days prior to the election
- Last day to mail absentee ballots is 11 days prior to the election
- Drop box locations decreased
  - 8 absentee ballot drop boxes
  - Additional drop boxes to be removed by August, 2021
- Staff will report 8/4/2021

## VOTER EDUCATION PLAN

- Work with External Affairs on messaging to voters
- Begin voter education outreach in June
- Voter Education will include:
  - Absentee ballot deadlines
  - Voter ID submission requirements
  - Absentee ballot drop box locations
  - Provisional voting changes
- Mobile voting units repurpose plan
  - Provide voter identification
  - Provide voter demonstrations
  - Provide copies of absentee applications

## SB 202 AND THE VOTER ROLLS



### SB 202 VOTER ROLL UPDATES/REQUIREMENTS

- No limit on the number of people whose voting qualifications one person could challenge.
- Within 10 business days after a challenge is filed with the Board of Registrars, must set the date, time, and place of a hearing and notify the challenger and the challenged.
- Sanctions will be issued by the State Elections Board for failure to comply with changes or with existing law on voter challenges.
- SOS is required to participate in an out-of-state residency database.
- SOS is required to cross-check database for list maintenance.

### FULTON COUNTY VOTER ROLL MAINTENANCE

- Non-Citizens-maintained daily
- Vitals-maintained weekly
- Mentally Incompetent-handled immediately
- Transfers In/Out of County-maintained daily
- Confirmation Process (State Function)
- Registration Verification Process-maintained daily
- Voter Registration Card/Applications-maintained daily
- Challenged Voters
- Felons-maintained monthly
- Municipal Voter Verification (each jurisdiction verifies voter rolls)

# QUESTION AND ANSWER







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0283

**Meeting Date:** 5/5/2021

---

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

Discussion: Election 2021 Cycle **(Hausmann) (HELD ON 4/14/21 AND 4/21/21)**





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0342

**Meeting Date:** 5/5/2021

---

**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) Grounds, Facilities and Security Committee **(Arrington)**

**City of Atlanta and Fulton County Recreation Authority**  
**1 State Farm Drive, Atlanta, Georgia 30303**

**Grounds, Facilities and Security Committee**  
**Meeting Minutes**

**April 23, 2021**  
**2:00 p.m.**

After providing proper notice, the City of Atlanta and Fulton County Recreation Authority (“AFCRA”) Grounds, Facilities and Security Committee Meeting was held on Friday, April 23, 2021 at 2:00 p.m. via Zoom Conferencing. All actions taken by the committee are subject to approval by AFCRA’s Board of Directors.

**Committee Members:**

*Present:* Ronald W. Sims, II, Committee Chair  
Commissioner Marvin Arrington, Jr., Esq.  
Cathy Hampton, Esq.

*Absent:* None

*Quorum Present:* Yes

**AFCRA Representatives:**

*Present:* Kerry Stewart, Executive Director  
Vivienne Kerr, Executive Assistant  
Alvin Kendall, Esq, Management Consultant

**Proceedings:**

The meeting was called to order at 2:05 p.m. by Mr. Sims.

**Resolution:**

Mr. Sims read the resolution of the City of Atlanta and Fulton County Recreation Authority declaring an existence of emergency conditions involving public safety and authorizing the meeting to be held by teleconference.

**Minutes:**

Ms. Hampton made a motion to approve the January 14, 2021 minutes as written. Mr. Arrington second the motion. Motion CARRIED.

**Zoo Atlanta Update**

**Grant Park Parking Deck and Cherokee Parking Lot**

Mr. Stewart reviewed the revenue received during the month of January. He explained what expenses were paid and the pay down of the construction costs.



He has a meeting scheduled this Monday, April 27<sup>th</sup> with the City of Atlanta to determine the revenue split of funds currently held in escrow.

Mr. Stewart informed the committee that a request was received by a film production company to lease level 2 and 3 of the parking deck.

#### Temporary Fence Update

Complaints had been received about children playing in and around an area of the deck that is potential safety hazard; whereby someone could fall 3ft to the ground. A temporary fence has been put in place by the City of Atlanta Parks and Recreation department.

#### Restaurant Update

Mr. Stewart reported that he has not found a Real Estate firm to assist with the project. He did receive a recommendation from to contact Adams Realty, a firm that is also located in Grant Park.

Mr. Kendall added that it is a large project and recommends AFCRA employ an expert who can advise on how to proceed with stubbing out the space for a suitable design and functionality of a restaurant. This will include stubbing for the grease trap, vent hood, plumbing, etc. He recommends Mr. Stewart contact Mr. V's Restaurant Equipment & Store Fixtures for guidance on setting up the restaurant kitchen.

#### Gateway Green Space Rentals

Mr. Stewart had no new updates, but is searching for an event group to manage rental operations.

A question was raised by City of Atlanta Parks and Recreation to Winter Johnson about weight restrictions and were told that the information was already provided for in its record of documents.

Mr. Kendall suggests that Mr. Stewart contact Con-Real and ask them to review the plans to find out what the weight restrictions are for use of the space.

#### **John A. White Park**

##### 2020 Operating Shortfall

Mr. Stewart had follow-up conversation with Mr. Marvin Hightower, Executive Director, John A. White Park to gather more information on their request for operational shortfall funding for \$150,000.00.

John A. White Park subsequently submitted a request to Mr. Stewart for \$130,400.00 in funding to support improvements to the facility.

Mr. Arrington asked if AFCRA needed to revisit the agreement between John W. White Park regarding requests for funding. Mr. Stewart explained the current agreement is up for renewal and the topic would be included.

Mr. Sims made a motion to approve facility improvement funding in the amount of \$130,400.00 to John A. White Park. Mr. Arrington second the motion. Motion CARRIED.

### Golf Technology Center

Mr. Stewart reported that construction is complete, but there are delays with the technology equipment.

### Interior Buildout

Mr. Stewart appraised the furniture located at Fanplex and determined that is what suitable for the new technology center. He recommends acceptance of Matt Sky Interiors design quote. Curtains are recommended to cover the windows in the area where the technology equipment is located. Mr. Kendall recommends blinds be installed. The First Tee of Metro Atlanta has budgeted for half the costs of furnishing the facility.

Mr. Sims made a motion to accept and approve the interior design plan up to \$8,500.00, excluding the blinds. Mr. Arrington second the motion. Motion CARRIED.

### State Farm Arena

#### 2021 Basketball Season

Mr. Stewart informed the committee that AFCRA's suite is now open and serves 12. AFCRA also receives 6 tickets to the Atlanta Social Club for a total of 18 tickets. Additionally, there is comedy event scheduled for May 7<sup>th</sup> and 8<sup>th</sup>.

#### Holyfield Statue/Funding

The City of Atlanta has approached Mr. Stewart to request fifty percent funding for the installation of the statue at State Farm Arena. Ms. Samara Minkin, Manager, Mayor's Office of Public Art, who through conversations with Mr. Thad Sheely, Chief Financial Officer, Atlanta Hawks, and all have agreed on placement of the statue at the Marta entrance to the facility. The Atlanta Hawks will take financial responsibility for the maintenance of the statue. The total cost of the project is \$60,000.00.

Ms. Hampton made a motion to approve \$30,000.00 funding for the installation and platform for the Holyfield Statue at State Farm Arena. Mr. Arrington second the motion. Motion CARRIED.

#### HBCU Basketball Tournament

Mr. Stewart spoke with Mr. Travis Williams, Executive Director, HBCU All-Stars, LLC who has reached out and received confirmation from HBCU coaches, and they are interested in participating in a tournament. It is anticipated that the game will take place in November around Thanksgiving 2021.

It was asked of Mr. David Lee, VP External Affairs, Atlanta Hawks, if the NBA could make an exception and allow the event to move forward. Mr. Lee will verify the teams schedule and report back to Mr. Stewart.

### Georgia World Congress Center (GWCC)

Mr. Stewart explained that the GWCC project is moving forward. They are installing a travel modal for ride share parking. GWCC asked for certain access to the Diamond Deck to inspect the expansion joints. The easement has been executed, and they have reimbursed AFCRA for the insurance costs to complete the project.

### Atlanta Sports Council – Unity for the Community Bench

A request to install a community bench (*made from water bottles*) to promote togetherness, was submitted to Mr. Stewart by Mr. John Keen with the City of Atlanta and John Corso with Atlanta Sports Council. Their plan is to install a single bench at each of the sports venues in Atlanta to include Mercedes Benz Stadium, Truist Park, and State Farm Arena.

No action taken to move forward with this request.

### **Fanplex Update**

#### Fulton County Elections

Fulton County Board of Registration and Elections will be using the facility for the November 3, 2021 general election and possible runoff.

#### Lease Requests

Mr. Stewart received requests to lease the facility from the following organizations:

- 1) D.A.B. Resource Center – Offer virtual assistance and after school programs for youth in the 30315 community. They are asking for a one-year graduated lease term.
- 2) Buckhead School of Medicine – Offer training to medical assistants for 4 months at a free or reduced rate.

The committee declined the requests and therefore the matter will not move forward to the full board.

### Trammell Crow Residential Use of Facility - Update

Mr. Stewart reports that the current tenants using the upper lot of Fanplex are making payments on-time and everything is running smoothly.

### **AFCRA Owned Parking Lots**

#### Atlanta Fair

Atlanta Fair has changed their dates operation to October 7 through November 14, 2021 provided they are able to meet permit requirements.

### Gray Lot

Marvel Productions has requested to extend use of the lot through September 30, 2021.

City of Atlanta and Fulton County Recreation Authority  
Grounds, Facilities and Security Committee Meeting  
April 23, 2021

Gray and Media Lot Rates

Mr. Stewart presented the current rates for leasing of each of the lots. A request has been received from a non-profit group asking for a reduced rate.

After discussion, the committee agrees that the executive director can make the decision to offer the lots at a reduced rate as he deems appropriate.

**Adjournment**

There being no further business, the meeting adjourned at 2:55 p.m.





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0343

**Meeting Date:** 5/5/2021

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

Discussion: Update of Activities of the McPherson Implementing Local Redevelopment Authority (Fort Mac LRA) Community Engagement Subcommittee **(Arrington)**

## Community Engagement Subcommittee Meeting Minutes March 24, 2021

The Community Engagement Subcommittee was held on Wednesday, March 24, 2021, via Zoom video conference.

### ATTENDEES

#### Subcommittee Members:

Councilmember Joyce Sheperd – Committee Chair  
Ricardo Jacobs, NPU-R  
Roslyn Baughn, CANO  
Corliss Claire, Adams Park  
Allean Brown, NPU-S  
Ruben Burney, Perkerson Neighborhood  
Tamie Cook, Colonial Hills-EP  
Michael Frierson, Villages of East Point  
James Harris, Capitol View  
Judy Walker, Oakland City

Alternates: Robbie Hunter, NPU-S  
Allison Hathaway, Pamona Park  
Kyle Lamont, Oakland City  
Peter Soder, CANO

Ex-Officio: N/A

Fort MAC LRA Board: Cassius Butts, Chairman  
Young Hughley, West View & PAAC Chair

Staff: David Burt, LRA  
Jocelyn Bivins, Councilmember Sheperd Office  
CeCe Ross, LRA  
Sandra Tennyson, LRA  
Robert Mosby, LRA  
Joyce Allen, LRA  
Pete Hayley, LRA  
Mark Hayes, LRA

**TPS:** Jessica Hardaway, Director Communications & Engagement

**ULGATL:** N/A

**Fulton County Office of Marvin Arrington:** N/A

**A2D, Inc.:** N/A

**Office of Park Cannon Georgia House D58:** Kipling Dunlap

**Guests:** 21 (Steve Williams, Christi Peters, Carrie Zeigler +18)

Councilmember Joyce Sheperd welcomed the members, partners and guests to the CES Meeting via Zoom on March 24, 2021. With a quorum present, the agenda was

## Community Engagement Subcommittee Meeting Minutes March 24, 2021

approved unanimously with a motion by R. Burney and a second by R. Jacobs. Chair Sheperd introduced Michael Frierson for Villages of East Point.

**Approval of Minutes: February 24, 2021** The February 24, 2021 meeting minutes were unanimously approved with a motion by K. Lamont and second by Tamie Cook. Approved minutes will be posted on the Fort MAC LRA website, [www.FortMacLRA.com](http://www.FortMacLRA.com).

### **Presentations**

N/A

### **Fort MAC LRA Board Updates**

Councilmember Sheperd, Chair, acknowledged the attendance of LRA Chairman, Cassius Butts. Chairman Butts expressed appreciation for the continued work and support of Councilmember Sheperd and the LRA staff during the pandemic.

David Burt, LRA Executive Director continued by providing an update on the financials:

1. The audit of the LRA financial statements for fiscal year 2020 was recently completed with no issues identified. The staff is working on the first draft of the budget for fiscal year 2022. The initial draft shows the financials in good standing. By the end of the current fiscal year, the City of Atlanta debt will be satisfied and the 14 +/- acres owned by the Army will be transferred to the LRA. Remediation of contaminants should be complete within 45+ days.
2. The sale of the FORSCOM building provided a positive impact on the financials along with parking income.
3. Property was sold to GDOT not Georgia Power. The sale of the small acreage will provide easement for the traffic light improvements along Lee St from guard station to Deschler. A closing date is pending.

Several CES members (Allean, Tamie, Robbie, Judy, James, others) expressed concerns and asked questions about the LRA property. The meeting continued with a robust dialogue including the sale of LRA property to TDJ REV (TD Jakes).

Questions and excerpts from the conversation are below:

#### **1. Is the LRA seeking proposals for development plans via RFP?**

*David responded that if the Board decides to not move forward with working with TDJ REV, it is likely that the Board would issue an RFQ (Request for Qualifications) before issuing an RFP (Request for Proposals). David explained the difference between RFQ and RFP. The LRA prefers RFQ to solicit qualifications from interested parties before requiring them to spend a great deal of money on proposals.*



**Community Engagement Subcommittee Meeting Minutes**  
**March 24, 2021**

*Requiring a full proposal as the first step could limit the number of developers who are willing to submit. The ROFO (Right of First Offer) that TPS has could also limit the number of interested developers.*

2. **There was a concern voiced about community engagement with this potential project and whether community engagement will be done as with TPS and the process for follow through.** *Councilmember Sheperd emphasized that as a part of the negotiations with TDJ REV, the process will include a presentation to the community via the CES forum, NPUs and neighborhoods.*
3. **Is TDJ REV (TD Jakes) considering a design for all 144 acres or a portion?** *David responded it has not been determined.*
4. **Is TDJ REV (TD Jakes) aware of the status of the Homeless obligation and the potential development?** *Councilmember Sheperd stated that they are aware of the homeless commitment.*
5. **How will the land be developed?** *Councilmember Sheperd emphasized that the LCI Study was presented to them and it was made clear that they will need to support the plan.*
6. **Does the LRA have the Macauley plans?** *David stated that the LRA owns the plans. Councilmember Sheperd added that the LRA plans along with the LCI Study will be provided as agreed.*
7. **Is the VA acquiring more property?** *David's response was that there are no discussions at this time.*
8. **Is the LRA considered a separate neighborhood within NPU-S versus being included in the Oakland City Community?** *Councilmember Sheperd stated that she will investigate with COA Planning to make a determination.*
9. **There was some concern with this project regarding community interest such as jobs, community involvement and access.** *David responded that the LRA has made it clear to interested parties that a robust and sincere desire for engaging the community along with doing a development that works, speaks to needs and serves the community is expected. The LRA will ensure they are listening. Additionally, Councilmember Sheperd and David advised that the LRA will approve a schedule of engagement for communities if proposal moves forward.*
10. **Were other developers told about the possibility of a ROFO waiver?** *David's response, the ROFO is part of the discussion with any developers. TDJ REV worked with TPS on their own to receive a waiver from the ROFO. The ROFO belongs to TPS, so MILRA doesn't have any say in whether a waiver is issued.*
11. **Some LRA members visited the TD Jakes property. What were the highlights of the presentation that makes TD Jakes a good candidate?** *David said that the Potter's House development was his first real estate venture, and the building includes a full convention/conference center. He has also*

## Community Engagement Subcommittee Meeting Minutes March 24, 2021

*developed a large neighborhood across the street from the Potter's House with plans for additional mixed-use development on the site. The tour also included an affordable housing development in Dallas that his team has been involved with. Members of his development team have developed a wide variety of housing, retail, and office across the nation. The TDJ team is looking to create more than a conventional real estate development at Fort Mac. Their goal is to create a community that also includes programs and opportunities for residents in the surrounding neighborhoods. During the tour, the TDJ team shared a great deal of information on the various programs that they have in place in Dallas.*

In summary, Councilmember Sheperd explained that this development proposal will include partners with various skills from affordable housing, economic development, and various other skill sets including possible partners from the City of Atlanta.

### **Committee Reports**

- **Public Arts Advisory Council (PAAC):** No report was provided.
- **Tyler Perry Studios:** Jessica Hardaway provided the following report:
  1. TPS partnered with Clark Atlanta University on a virtual event for students held on February 25<sup>th</sup> in celebration for Black History Month. It consisted of four panelists from TPS production side of the business, who are also Clark Atlanta University alumni.
  2. TPS will be partnering with Clark Atlanta University on a virtual event for students this upcoming Tuesday, March 30<sup>th</sup> in celebration for Women History Month. This panel event will feature women leaders from TPS.

Allean suggested that TPS consider including locals for Women History Month such as Althea Brown.

- **Jobs Creation Taskforce:** No report provided.
- **Homeless Housing Committee:** Joyce Sheperd stated that the committee is still waiting for a meeting with HUD or a response regarding the unit obligations.

### **Unfinished Business**

N/A

### **New Business**

N/A

**Community Engagement Subcommittee Meeting Minutes  
March 24, 2021**

**Public and Additional CES Comments, Suggestions**

1. James Harris suggested that CES members meet within the next 45 days to focus their concerns, vision, and develop talking points since the project could move very rapidly. The group worked on a PowerPoint several years ago and he proposed something similar. Tamie Cook agreed and stated that she is available.
2. Councilmember Sheperd suggested that the LCI Study be forwarded to CES members for review and to assist with compiling their talking points. Councilmember Sheperd also noted in response to comment regarding all of Campbellton Road not being included in the study: *The LCI study was not intended to include all of Campbellton Road and mapping parameters were agreed upon.*
3. Steve Williams emailed PC requesting the meeting start a little later to allow for people still working to join the meeting. *Will be place on next agenda.*
4. Brian Beechwood commented that the VA Clinic be left alone in light of the potential development discussion, he is a vet. *David responded that the LRA has no control over VA property.*
5. David will send out LRA a map of LRA property remaining after the FORSCOM and TPS acquisitions.
6. Christi Peters, did the Prince Foundation go away along with the Macauley proposal? *Councilmember Sheperd replied yes.*
7. Carrie Zeigler, Jefferson Park commented that she had some concerns earlier and she is not ready to add more at this point.

**Announcements:**

N/A

**Meeting Adjourned** at approximately 7:05p.m.

*Minutes Recorded by: Jocelyn Bivins, Councilmember Sheperd's Staff*