

**FULTON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING**

February 1, 2023
10:00 AM



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



A G E N D A

CALL TO ORDER: Chairman Robert L. Pitts

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

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

INVOCATION: Reverend Clifton Dawkins, Jr., County Chaplain

PLEDGE OF ALLEGIANCE: Recite in unison

ANNOUNCEMENTS

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

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

CONSENT AGENDA

23-0064 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.

23-0065 Board of Commissioners

Proclamations for Spreading on the Minutes.

Proclamation recognizing “Reverend John Evans Butler, Sr. Appreciation Day.”
(Abdur-Rahman)
January 22, 2023

Proclamation recognizing “Calvin Crawford Johnson Remembrance Day.”
(Abdur-Rahman)
January 26, 2023

Proclamation recognizing “Walter Marvin Metze Remembrance Day.”
(Pitts/Abdur-Rahman/BOC)
January 28, 2023

Proclamation recognizing “Reverend Willie Lee Langley Remembrance Day.”
(Abdur-Rahman)
January 28, 2023

Commissioners' District Board Appointments

23-0066 Board of Commissioners

FULTON-DEKALB HOSPITAL AUTHORITY D/B/A GRADY HEALTH SYSTEM

Consists of ten (10) trustees (members). The Board of Commissioners of Fulton County appoints seven (7) trustees (members) and the Board of Commissioners of DeKalb County appoints three (3). (See Fulton County Code § 13-2-11). The Fulton County Code does not prescribe the method of appointment; however, historically, each Commissioner has appointed one person to serve.

Term = 4 years

Term below expired: 12/31/2022
Bernie Tokarz **(Hausmann)**

Commissioner Thorne has nominated Bernie Tokarz for a District reappointment to a term ending December 31, 2026.

23-0067 Board of Commissioners
FULTON COUNTY ARTS COUNCIL

The Arts Council shall be composed of fifteen (15) residents of the county. Initially, each member of the board of commissioners shall appoint two persons to serve on the council, one person to serve for a one-year term and one person to serve a two-year term. No term of any member shall extend beyond the term of the District Commissioner who appointed the member to serve on the Arts Council Board; thereafter, each year, each member of the board of commissioners shall appoint one member for a two-year term. Each member may continue to serve beyond his/her term until replaced. The chairman of the Arts Council shall be appointed to a two-year term by a majority vote of the board of commissioners. The council shall elect a vice-chairman and a secretary from its membership.

Term = 2 years

Terms below expired: 12/31/2022

Onaje Henderson (**Hall**)

Joan Compton (**Hausmann**)

Marie Willsey (**Hausmann**)

Catherine Fox (**Morris**)

Sadie Talmadge (**Morris**)

Sandra De Shields Hightower (**Abdur-Rahman**)

Brandon A. Tonge (**Abdur-Rahman**)

Commissioner Abdur-Rahman has nominated Brandon A. Tonge and Sandra De Shields Hightower for District reappointments to terms ending December 31, 2024.

23-0068 Board of Commissioners

DEPARTMENT OF FAMILY & CHILDREN SERVICES BOARD

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

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

Term = 5 Years staggered terms

Terms below expire: 6/30/2026

Joshua M. Noblitt (**Resigned**) (**Arrington**)

Dr. Marvin Polk (**Pitts**)

Peter Skaliy (**Hausmann**)

Commissioner Arrington has nominated Brandon J. Eads to replace Joshua M. Noblitt for an unexpired District appointment to a term ending June 30, 2026.

23-0069 Board of Commissioners

HOUSING AUTHORITY OF FULTON COUNTY

Nine (9) members serve on this authority. Seven (7) regular members (each Commissioner appoints one person to serve) and two (2) housing resident members are appointed by the Board of Commissioners. The enabling statute calls the Housing Authority Board members "Commissioners."

Term = 5 Years for BOC Appointees

1 Year for Resident Members

Terms below expired: 7/13/2022

Antavius M. Weems (**Abdur-Rahman**)

Claudia E. Colichon (**Pitts**)

Commissioner Abdur-Rahman has nominated Ronnie Shakir to replace Antavius Weems for a District appointment to a term ending July 13, 2027.

23-0070 Board of Commissioners
COMMISSION ON ELDER AFFAIRS

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

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

Terms below expired: 12/31/2022

Mary Blake (**Pitts**)

Rosalind R. Elliott (**Morris**)

Stephanie Fiber-Sutton (**Hausmann**)

Teri Walker (**Arrington**)

Commissioner Arrington has nominated Sandra Wright to replace Teri Walker for a District appointment to a term ending December 31, 2026.

23-0071 Board of Commissioners
LIBRARY BOARD OF TRUSTEES

Pursuant to House Bill 595 (2015), there shall be seven Fulton County appointed members, with one such member appointed by each member of the Board of Commissioners of Fulton County.

Term = Each member of the board of trustees appointed by a member of the board of commissioners shall serve at the pleasure of the appointing member of the Board of Commissioners and for the same term as the Commissioner making such appointment.

Terms below expire: 12/31/2024

Paul Kaplan (**Ellis**)

Priscilla Borders (**Hall**)

Marjorie L. Kimbrough (**Vacant/Resigned**) (**Adbur-Rahman**)

Commissioner Adbur-Rahman has nominated Beverly Rice for a District appointment to replace Marjorie L. Kimbrough for an unexpired term ending December 31, 2024.

Open & Responsible Government**23-0072 Real Estate and Asset Management**

Request approval to resume services - Department of Real Estate and Asset Management, 15RFP96985C-DR, FIT Pick Micro Market, Vending Machine & Catered Events with Coca-Cola Bottling Company United, formally Coca Cola Refreshments USA, Inc. dba Coca Cola Distribution Center (Atlanta, GA) to resume services that were suspended in April 2020 due to the COVID-19 Pandemic for Fulton County facilities effective March 1, 2023 through February 28, 2024. One, two-year renewal option remains. This is a revenue generating contract.

23-0073 Real Estate and Asset Management

Request approval to accept a name change and authorizing the Department of Purchasing & Contract Compliance to reflect the name change of Vending Enterprises, LLC dba VendEdge to Sodexo Operations, LLC. Effective upon BOC approval.

Arts and Libraries**23-0074 Library**

Request approval to name the Washington Park Library meeting room in the name of Judge Marvin Arrington Sr.

Health and Human Services**23-0075 Public Works**

Request approval of a change order less than 10% - Public Works, 17RFP031617K-DJ Progressive Design/Build Services for Big Creek Water Reclamation Facility (WRF) Expansion Project Phase 2B in an amount not to exceed \$339,444.13 with Archer Western-Brown and Caldwell Joint Venture (JV) (Atlanta, GA) to cover costs associated with eight (8) inclement weather days and additional material (electrical wiring) to connect the new facility to the Georgia Power Substation. Effective upon BOC approval.

23-0076 Community Development

Request approval to utilize Cooperative Purchasing - Department of Community Development, City of Santa Monica, CA, in an amount not to exceed \$119,402.29 with Pathways Community Network, dba Pathways MISI to manage and provide assistance to Fulton County's GA 502 Continuum of Care (CoC) for the management of HMIS and related work to match the terms of the grant agreement. 100% Grant Funded.

Infrastructure and Economic Development

23-0077 Real Estate and Asset Management

Request approval of a Water Vault Easement Dedication of 477 square feet to Fulton County, a political subdivision of the State of Georgia, from Verizon Wireless, LLC, for the purpose of constructing the Verizon Roswell 1 MEC Project at 10325 Turner Road, Roswell, Georgia 30076.

Justice and Safety

23-0078 Superior Court Administration

Request approval of a recommended proposal - Superior Court Administration, 22RFP042A-CJC Consultant Services for Commission on Accreditation of Rehabilitation Facilities (CARF) Certification in the amount of \$16,636.00 with Mike Mamot, Sole Proprietor (Ashland, OR), to provide consultation services upon approval through December 31, 2023, with two (2) renewal options.

REGULAR MEETING AGENDA

23-0079 Board of Commissioners

Adoption of the Regular Meeting Agenda.

23-0080 Clerk to the Commission

Ratification of Minutes.

Regular Meeting Minutes, January 4, 2023
Recess Meeting Post Agenda Minutes, January 18, 2023

23-0081 Board of Commissioners

Presentation of Proclamations and Certificates.

Proclamation recognizing "Holocaust Remembrance Day." **(Hall)**

Proclamation recognizing "Big Brothers Big Sisters of Metro Atlanta National Mentoring Month." **(Hall)**

Presentation of Certificates: Youth Commission Induction Ceremony. **(BOC)**

PUBLIC HEARINGS**23-0082 Board of Commissioners**

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

COUNTY MANAGER'S ITEMS**Open & Responsible Government****23-0083 County Manager**

Fulton County Jail Feasibility Report.

23-0084 Board of Commissioners

Discussion: Consequences of the 2023 Budget Actions **(Pitts)**

23-0045 Registration & Elections

Request approval of a Resolution amending the cost to be charged to municipalities who authorize Fulton County to conduct any or all of their municipal elections; and for other purposes. **(HELD ON 1/18/23)**

23-0046 Information Technology

Request approval of a recommended proposal - Information Technology, 22RFP315692K-BKJ, Design, Development and Implementation of Employee Intranet Site in an amount not to exceed \$1,106,000.00 with Svanaco Inc., DBA Americaneagle.com (Des Plaines, IL), to create an internal-facing employee intranet portal that focuses on employee services and communications. Effective upon issuance of a Notice to Proceed and shall continue until the sooner of (a) a period of 18 months; (b) Final Acceptance; or (c) the Agreement is terminated as provided in the contract. 100% grant funded from ARPA. **(HELD ON 1/18/23)**

23-0085 External Affairs

Presentation of 2023 Legislative Session Update.

23-0086 Human Resources Management

Request approval of a Resolution authorizing the Fulton County Sheriff to offer above the minimum salaries; authorizing a cost of living adjustment for certain employees of the Fulton County Sheriff; confirming the Fulton County Sheriff's authority to pay overtime pay as earned; directing an amendment to the Overtime Pay and Compensatory Time Personnel Policy (108-16); authorizing increased overtime pay; and for other purposes.

23-0087 Registration & Elections

Request approval of a statewide contract - Registration & Elections, SWC 99999-SPD-ES40199376IS-02, In-State Car Rental in an amount not to exceed \$47,501.04 with Enterprise Leasing of Georgia, LLC (Atlanta, GA) for the rental of box trucks and cargo vans to relocate to the new warehouse location at 5600 Campbellton Road, SW, Atlanta, Georgia 30331. Effective upon BOC approval.

23-0088 Registration & Elections

Request approval of a statewide contract - Registration & Elections, SWC99999-001-SPD0000136, Temporary Staffing - Clerical & Light Industrial in an amount not to exceed \$304,619.52 with Dover Staffing, Inc. (Smyrna, GA) to provide temporary staffing services to assist in preparation for the move to the new warehouse location at 5600 Campbellton Road, SW, Atlanta, Georgia 30331. Effective upon BOC approval.

23-0089 Real Estate and Asset Management

Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC99999-001-SPD0000183-0006, Law Enforcement Vehicles for the Fulton County District Attorney's Office in an amount not to exceed \$579,825.00 with Wade Ford, Inc. (Smyrna, GA), to purchase 15 total 2023 Ford Explorer 4 door, 4 x 4, V-6 Engine law enforcement vehicles. This is a one-time procurement.

23-0090 Real Estate and Asset Management

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, Bid#22ITBC135696C-GS, Law Enforcement Vehicles for Fulton County in an amount not to exceed \$214,000.00 with Brannen Motor Company (Unadilla, GA), to purchase five (5) total 2023 Chevrolet Tahoe law enforcement vehicles for the Fulton County District Attorney's Office. This is a one-time procurement.

23-0091 Real Estate and Asset Management

Request approval of a recommended proposal - Department of Real Estate and Asset Management, 22RFPPARK050322C-MH, Parking Lot Management Services for Various Properties in Fulton County with Parking Company of America, Inc. (Atlanta, GA) to provide parking lot management services for three select Fulton County owned properties. Effective dates: January 1, 2023 through December 31, 2023, with two renewal options. This is a revenue generating contract.

23-0092 Real Estate and Asset Management

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 22ITB135741C-GS, Fire Sprinkler Protection System Maintenance Services in an amount not to exceed \$200,000.00 with VSC Fire & Security, Inc. (Norcross, GA), to provide fire sprinkler protection system maintenance services for Countywide facilities to be effective upon execution of contract through December 31, 2023, with two renewal options.

Arts and Libraries**23-0093 Arts and Culture**

Request approval of a statewide contract - Arts & Culture Department, SWC# 99999-SPD-0000136-0008, Professional Temporary Staffing in the amount of \$105,000.00 with Corporate Temps Inc. (Norcross, Georgia) to provide temporary staffing services for the Arts & Culture Department. Effective upon BOC approval through June 30, 2023.

Health and Human Services**23-0094 Senior Services**

Request approval for the Fulton County Department of Senior Services and Department of Behavioral Health and Developmental Disabilities to provide a letter of support as a collaborator with Christian City and Two Sparrows Village National Institutes of Health (NIH) ComPASS grant application to fund the Lifespan Engagement & Educational Ecosystem Tool (LET). Effective upon Board approval.

COMMISSIONERS' ACTION ITEMS**23-0095 Board of Commissioners**

Request approval of a Resolution of the Fulton County Board of Commissioners denouncing the Fulton County Superior Court Clerk's retention of passport executive fees as personal compensation; urging the General Assembly to amend State Law to prohibit the personal retention of such fees by Superior Court Clerks and to provide that such fees shall instead be remitted to a County's General Fund; and for other purposes. **(Ellis)**

23-0096 Board of Commissioners

Request approval of an Ordinance to amend Chapter 46 (Offenses), Article 3 (Offenses involving Public Peace and Order), Division 1 (Generally), Section 46-140 (Juvenile Curfew) of the Fulton County Code of Ordinances to modify the start time for curfew hours of unaccompanied minors age sixteen (16) years or younger within the Unincorporated areas of Fulton County, Georgia; urging Municipalities located within Fulton County, Georgia to adopt similar legislation as Fulton County Code Section 46-140; and for other purposes. **(Abdur-Rahman)**

23-0097 Board of Commissioners

Request approval of an Ordinance to amend Chapter 2 (Administration), Article III (Finance), Division 2 (Budget) of the Fulton County Code of Ordinances to modify Code Section 2-261 to require the County Manager to present the budget requests for the next fiscal year to the Board of Commissioners no later than sixty (60) days before the millage rate is set; and for other purposes. **(Arrington)**

COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS**23-0098 Board of Commissioners**

Discussion: Commercial Property Appraisal Fairness. **(Barrett)**

23-0099 Board of Commissioners

Presentation: Invest Atlanta - Tax Allocation District (TAD) **(Arrington)**

EXECUTIVE SESSION**23-0100 Board of Commissioners**

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

ADJOURNMENT



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0065

Meeting Date: 2/1/2023

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

Proclamations for Spreading on the Minutes.

Proclamation recognizing “Reverend John Evans Butler, Sr. Appreciation Day.” **(Abdur-Rahman)**
January 22, 2023

Proclamation recognizing “Calvin Crawford Johnson Remembrance Day.” **(Abdur-Rahman)**
January 26, 2023

Proclamation recognizing “Walter Marvin Metze Remembrance Day.” **(Pitts/Abdur-Rahman/BOC)**
January 28, 2023

Proclamation recognizing “Reverend Willie Lee Langley Remembrance Day.” **(Abdur-Rahman)**
January 28, 2023



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0072

Meeting Date: 2/1/2023

Department

Real Estate and Asset Management

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

Request approval to resume services - Department of Real Estate and Asset Management, 15RFP96985C-DR, FIT Pick Micro Market, Vending Machine & Catered Events with Coca-Cola Bottling Company United, formally Coca Cola Refreshments USA, Inc. dba Coca Cola Distribution Center (Atlanta, GA) to resume services that were suspended in April 2020 due to the COVID-19 Pandemic for Fulton County facilities effective March 1, 2023 through February 28, 2024. One, two-year renewal option remains. This is a revenue generating contract.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background

Scope of Work: This contract furnishes all labor, materials, supplies, services, and equipment to operate markets and vending machines located in Fulton County facilities: Government Center Complex, Justice Center Tower, Juvenile Justice Center and other various County-owned or lease

facilities.

Due to the pandemic and unprecedented times the micro markets services were suspended because high touch point areas for packaged and open food and drink were inadvisable. Modified vending services were provided for food, drink and snack supplies. This action to resume the contract will allow the resuming of the Micro Market services with modified beverage and smart vending food options.

The scope of work includes but not limited to the following:

Countywide Vending Operations: The key objective for this service is to provide quality vending services; exceptional customer service and satisfaction to a varied clientele which consists of employees and the general public countywide. Offer a variety of selections, which includes, but is not limited to FDA Nutrition Wellness and FIT Pick ® designations. The vending machines are to be in various County-owned or leased facilities.

FIT Pick Micro Market, Vending Machine & Catered Events: The key objective for this service is to provide quality hot beverage and smart vending food options and; exceptional customer service and satisfaction to a varied clientele which consists of employees and general public countywide. Offer a variety of beverage and packaged food selections, which includes, but is not limited to FDA Nutrition Wellness and FIT Pick ® designations. The Micro Markets are to be at the Government Center Complex, Justice Center Tower and Juvenile Justice Center.

Community Impact: The community impact is to accommodate a daily juror pool, Fulton County Agencies, and the general public by providing quality vending and pick and go food items. Also catering and meals for jurors and juvenile detainees at the Juvenile Justice Center.

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

Total Commissions from Vending Machines:

Year	Vending Machines	Micro Markets
2022	\$28,684.50	\$0.00
2021	\$43,297.58	\$0.00
2020	\$30,433.18	\$181,524.00
2019	\$28,433.13	\$55,723.35
2018	\$28,729.90	\$81,798.82
Total	\$159,878.29	\$319,046.17

Project Implications: These vending machines provide operations to accommodate a daily juror pool, Fulton County Agencies, and the general public by providing quality vending and pick and go food items.

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

Department Issues/Concerns: If this contract is not resumed, the County will not be able to accommodate the clients, jurors, and patrons with quality vending and micro markets services at these facilities.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	15-0551	7/15/15	Revenue Generating
Amendment No. 1	16-0944	10/19/16	Revenue Generating
Amendment No. 2	20-0576*	8/19/20	Revenue Generating
Extension No. 1			Revenue Generating
Total Revised Amount			Revenue Generating

*The approved contract renewal BOC Item 20-576 was not executed due the contract being suspended.

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

Contract Value: Revenue Generating
Prime Vendor: Coca Cola Bottling Company United
Prime Status: Non-Minority
Location: ATLANTA, GA
County: Fulton County
Prime Value: Revenue Generating

Total Contract Value: Revenue Generating
Total M/FBE Value: Revenue Generating

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

- Exhibit 1: Amendment No. 1 to Form of Contract
- Exhibit 2: Contractor Performance Report

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: Revenue Generating
 Previous Adjustments: Revenue Generating
 This Request: Revenue Generating
 TOTAL: Revenue Generating

Grant Information Summary

Amount Requested: Cash
 Match Required: In-Kind
 Start Date: Approval to Award
 End Date: Apply & Accept
 Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5201-6325: General, Real Estate and Asset Management, Revenue- Revenue Generating

Key Contract Terms	
Start Date: 1/1/2023	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: TV Year Extension

Overall Contractor Performance Rating: 3.60

Would you select/recommend this vendor again?

Yes

Report Period Start: 4/1/2022 **Report Period End:** 6/30/2022

AMENDMENT NO. 2 TO FORM OF CONTRACT

Contractor: **Coca – Cola Refreshments USA, Inc. dba Coca–Cola Distribution Center**

Contract No. **15RFP96985C-DR, Fit Pick Micro Market, Vending Machines & Catered Events**

Address: **4913 Mason Road**
City, State **Atlanta, GA 30349**

Telephone: **(678) 576-3052**

E-mail: Jeremypullen@ccbcu.com

Contact: **Jeremy Pullen**
Territory Manager, FSOP Healthcare/At Work Atlanta Division

W I T N E S S E T H

WHEREAS, Fulton County (“County”) entered into a Contract with **Coca-Cola Refreshments USA, Inc. dba Coca – Cola Distribution Center** to provide/perform Vending Machine Services for Fulton County Facilities (Government Center Complex, Justice Center Tower, Juvenile Justice Center, and other various County-owned or lease facilities), dated September 1, 2015, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, Amendment No. 1 amended the existing contract to add Romae T. Powell Justice Center and Justice Center Tower facilities to provide quality vending and health convenient food option services for jurors, County agencies and patrons; and

WHEREAS, in accordance with Article 12, Suspension of Work of the Contract, the County provided the Contractor written notice to suspend portions of the services performed under the Contract in FY2020 due to the COVID-19 Pandemic amid concerns of high touch point areas for the services as currently provided were inadvisable. Modified vending services were provided for food, drink and snack supplies; and

WHEREAS, the County wishes to amend the contract in order for the Contractor to resume performance of the suspended services. This action to resume the contract will allow the Contractor to resume of all services to all County-owned and leased facilities performed under this Contract effective March 1, 2023; and

WHEREAS, one, two year renewal option remains under this Contract; and

WHEREAS, the Contractor has performed satisfactorily over the period of the

contract; and

WHEREAS, this Amendment No. 2 was approved by the Fulton County Board of Commissioners on **February 15, 2023, BOC Item #23-** .

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

This Amendment No. 2 to Form of Contract is effective as of the 1st day of September 2022, between the County and **Coca-Cola Refreshments USA, Inc. dba Coca – Cola Distribution Center**, who agree that all Services specified will be performed by in accordance with this Amendment No. 2 to Form of Contract and the Contract Documents effective March 1, 2023.

1. **COMPENSATION:** This is a Revenue Generating Contract with all terms and condition remaining the same.
2. **LIABILITY OF COUNTY:** This Amendment 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 AMENDMENT NO. 2 TO FORM OF CONTRACT:** Except as modified by this Amendment 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:

**COCA-COLA BOTTLING
COMPANY UNITED**

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Jeremy Pullen
Territory Manager FSOP
Healthcare/At Work Atlanta Division

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: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT

GOODS AND COMMODITIES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
April 1, 2022	June 30, 2022	9/1/2020	8/31/2022
Purchaser Order Number		Purchase Order Date	
Department			
Real Estate and Asset Management			
Bid Number		Service Commodity	
Bid#15RFP96985C-DR		FIT Pick Micro Market, Vending Machine & Catered Events with Coca	
Contractor			

Coca-Cola United

Performance Rating

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

1. Quality of Goods/Services	(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)
<input type="radio"/> 0	Commissions provided in accordance to contract by contractor and subcontractor. Designated Senior Center Commissions received from both. All commission revenue payments are received under one lump sum in the Employee Fund for Coca Cola Refreshments. There has been improvement in equipment service issues as product and
<input type="radio"/> 1	
<input type="radio"/> 2	
<input checked="" type="radio"/> 3	
<input type="radio"/> 4	

2. Timeliness of Performance	(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)
<input type="radio"/> 0	Response time has markedly improved this quarter as vendors difficulties in getting products and available personnel to service machines are being resolved. The Contractor and subcontractor continue to work with the Department to be responsive to requests and effectively address concerns.
<input type="radio"/> 1	
<input type="radio"/> 2	
<input checked="" type="radio"/> 3	
<input type="radio"/> 4	

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	Staff is very responsive to inquiries and communicates effectively and promptly regarding any problems with the equipment locations.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
	0	Contract specifications were met. Complaints regarding vending machines were addressed expeditiously. There is no invoicing with this contract as it is revenue generating contract. Commissions have been received in a timely manner.
	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
<input type="radio"/>	0	The sales managers have the appropriate credentials and experience. Management and supervisors have been identified and are available when needed.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	3.60	Date	6/30/22
Would you select/recommend this vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Rating completed by:	April Pye		
Department Head Name:	Joseph N. Davis		
Department Head Signature	<i>Joseph Davis</i>		

After completing the form:
 Submit to Purchasing
 Print a copy for your records
 Save the form

Submit

Print

Save



**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

GOODS AND COMMODITIES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
January 1, 2022	March 31, 2022	9/1/2020	8/31/2022

Purchaser Order Number	Purchase Order Date

Department
Real Estate and Asset Management

Bid Number	Service Commodity
Bid#15RFP96985C-DR	FIT Pick Micro Market, Vending Machine & Catered Events with Coca

Contractor
Coca-Cola United

Performance Rating

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

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

<input type="radio"/>	0	Commissions provided in accordance to contract by contractor and subcontractor. Designated Senior Center Commissions received from both. All commission revenue payments are received under one lump sum in the Employee Fund for Coca Cola Refreshments. Due to the pandemic there have been some equipment service issues
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	

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

<input type="radio"/>	0	Due to change in personnel and gradual recuperation from the drastic effects of the COVID-19 pandemic, response time was reduced because vendors were faced with difficulties in getting products and available personnel to service machines regularly and expeditiously. But the contractor and subcontractor worked with Department to be as
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	Staff is very responsive to inquiries and communicates effectively and promptly regarding any problems with the equipment locations.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
	0	Contract specifications were met. Complaints regarding vending machines were addressed as expeditiously as possible. There is no invoicing with this contract as it is revenue generating contract. Commissions have been received in a timely manner.
	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
<input type="radio"/>	0	The sales managers have the appropriate credentials and experience. Management and supervisors have been identified and are available when needed.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	3.40	Date	4/5/22
Would you select/recommend this vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Rating completed by:	April Pye		
Department Head Name:	Joseph N. Davis		
Department Head Signature	<i>Joseph Davis</i>		

After completing the form:
 Submit to Purchasing
 Print a copy for your records
 Save the form

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Print

Save



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT

GOODS AND COMMODITIES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
April 1, 2022	June 30, 2022	9/1/2020	8/31/2022

Purchaser Order Number	Purchase Order Date
------------------------	---------------------

Department

Real Estate and Asset Management

Bid Number Service Commodity

Bid#15RFP96985C-DR FIT Pick Micro Market, Vending Machine & Catered Events with Coca

Contractor

Vendedge

Performance Rating

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

1. Quality of Goods/Services

(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)

<input type="radio"/>	0	Commissions provided in accordance to contract by subcontractor. All commission revenue payments are received under one lump sum in the Employee Fund for Coca Cola Refreshments. There has been improvement in equipment service issues as product and personnel shortages have improved. Sub-contractor has diligently worked to keep products
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

2. Timeliness of Performance

(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)

<input type="radio"/>	0	Response time has markedly improved this quarter as vendors difficulties in getting products and available personnel to service machines are being resolved. The Subcontractor continues to work with the Department to be responsive to requests and effectively address concerns.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	Staff is very responsive to inquiries and communicates effectively and promptly regarding any problems with the equipment locations.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
	0	Contract specifications were met. Complaints regarding vending machines were addressed expeditiously. There is no invoicing with this contract as it is revenue generating contract. Commissions have been received in a timely manner.
	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
<input type="radio"/>	0	The sales managers have the appropriate credentials and experience. Management and supervisors have been identified and are available when needed.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	3.80	Date	6/30/22
Would you select/recommend this vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Rating completed by:	April Pye		
Department Head Name:	Joseph N. Davis		
Department Head Signature	<i>Joseph Davis</i>		

After completing the form:
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DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT

GOODS AND COMMODITIES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
January 1, 2022	March 31, 2022	9/1/2020	8/31/2022
Purchaser Order Number		Purchase Order Date	
Department			
Real Estate and Asset Management			
Bid Number	Service Commodity		
Bid#15RFP96985C-DR	FIT Pick Micro Market, Vending Machine & Catered Events with Coca		
Contractor			

Vendedge

Performance Rating

0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.
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4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.

1. Quality of Goods/Services

(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)

<input type="radio"/>	0	Commissions provided in accordance to contract by subcontractor. All commission revenue payments are received under one lump sum in the Employee Fund for Coca Cola Refreshments. Due to the pandemic there have been some equipment service issues because of product and personnel shortages but sub-contractor has diligently worked to
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	

2. Timeliness of Performance

(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/Change – On Time Completion Per Contract)

<input type="radio"/>	0	Due to change in personnel and gradual recuperation from the drastic effects of the COVID-19 pandemic, response time was reduced because vendors were faced with difficulties in getting products and available personnel to service machines regularly and expeditiously. But the subcontractor worked with the Department to be as responsive as
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	Staff is very responsive to inquiries and communicates effectively and promptly regarding any problems with the equipment locations. Subcontractor was expeditious in notifying of supply and demand issues and any possible service interruptions but was equally diligent in working to resolve issues.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
	0	Contract specifications were met. Complaints regarding vending machines were addressed as expeditiously as possible. There is no invoicing with this contract as it is revenue generating contract. Commissions have been received in a timely manner.
	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
<input type="radio"/>	0	The sales managers have the appropriate credentials and experience. Management and supervisors have been identified and are available when needed.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	3.60	Date	4/5/22
Would you select/recommend this vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Rating completed by:	April Pye		
Department Head Name:	Joseph N. Davis		
Department Head Signature	<i>Joseph Davis</i>		

After completing the form:
 Submit to Purchasing
 Print a copy for your records
 Save the form

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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0073

Meeting Date: 2/1/2023

Department

Real Estate and Asset Management

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

Request approval to accept a name change and authorizing the Department of Purchasing & Contract Compliance to reflect the name change of Vending Enterprises, LLC dba VendEdge to Sodexo Operations, LLC. Effective upon BOC approval.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background Approval to accept name change and authorizing the Department of Real Estate and Asset Management and Department of Purchasing & Contract Compliance to reflect the name change.

Scope of Work: In order to be in compliance with the Fulton County Government policies and contract agreement terms and conditions, the name change has to be approved by the Fulton County Board of Commissioners. There are no changes in terms and conditions, and services will continue to be provided at the same level required for the project. Contract Agreements: .

On or about March 28, 2022, Vending Enterprises, LLC, a Georgia limited liability company, dba VendEdge (the "Seller") and Sodexo Operations, LLC, a Delaware limited liability company (the "Purchaser") entered into an Asset Purchase Agreement. A Bill of Sale was subsequently executed by the parties on April 29, 2022.

Contract Agreement:

1. 15RFP96985-DR, Fit Pick Micro Market, Vending Machines & Catered Events

Community Impact: There is no community impact.

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

Project Implications: Reflect the correct name change on the existing contract for the FITPick micro markets services operation portion going forward.

Community Issues/Concerns: Reflect the correct name change on the existing contract for the FITPick micro markets services operation portion going forward.

Department Issues/Concerns: If this name change is not approved, the amended authority authorizing contract modifications for name change to the existing contract #15RFP96985-DR will be delayed.

Contract Modification Non-Applicable

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

Exhibits Attached

Exhibit 1: Amended Certificate of Authority with Secretary of State of Georgia

Exhibit 2: Bill of Sale

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: Non-Applicable
 Previous Adjustments: Non-Applicable
 This Request: Non-Applicable
 TOTAL: Non-Applicable

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:

Non-Applicable

Key Contract Terms	
Start Date: Effective Upon BOC Approval	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: Non-Applicable

Overall Contractor Performance Rating: n/a

Would you select/recommend this vendor again?

Yes

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

STATE OF GEORGIA

Secretary of State

Corporations Division

315 West Tower

#2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

AMENDED CERTIFICATE OF AUTHORITY NAME CHANGE

I, **Karen C Handel**, the Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

SODEXHO OPERATIONS, LLC

a Foreign Limited Liability Company

formed under the laws of the State of Delaware and authorized to transact business in Georgia on 12/21/1999, has amended its application to transact business in this state by the filing of an amendment changing its name to

SODEXO OPERATIONS, LLC

and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said application.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on April 7, 2008



Karen C Handel
Secretary of State

Secretary of State
Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CONTROL NUMBER: K952840
EFFECTIVE DATE: 12/21/1999
JURISDICTION : DELAWARE
REFERENCE : 0091
PRINT DATE : 12/23/1999
FORM NUMBER : 350

CSC NETWORKS, INC.
DAVID HOLCOMB
70 MANSELL CT. STE. 100
ROSWELL, GA 30076

CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS

I, Cathy Cox, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

SODEXHO OPERATIONS, LLC
A FOREIGN LIMITED LIABILITY COMPANY

has been organized under the laws of the jurisdiction stated above and has filed an application meeting the requirements of Georgia law to transact business as a foreign limited liability company in this state.

WHEREFORE, by the authority vested in me as Secretary of State, the above named limited liability company is hereby granted, on the effective date stated above, this certificate of authority to transact business in the State of Georgia as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



Cathy Cox
Secretary of State



CATHY COX
Secretary of State

OFFICE OF SECRETARY OF STATE
CORPORATIONS DIVISION

Suite 315, West Tower, 2 Martin Luther King Jr., Drive
Atlanta, Georgia 30334-1530
(404) 656-2817
Registered agent, officer, entity status information on the Internet
<http://www.sos.state.ga.us>

ROBERT RAY, JR.
Assistant Secretary of State -
Operations

WARREN H. RARY
Director

APPLICATION FOR CERTIFICATE OF AUTHORITY
FOR FOREIGN LIMITED LIABILITY COMPANY

DO NOT WRITE IN SHADED AREA - SOS USE ONLY

DOCKET #	PENDING #	CONTROL #
DOCKET CODE	DATE FILED	AMOUNT RECEIVED
		CHECK/ RECEIPT #
TYPE CODE	EXAMINER	JURISDICTION CODE

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM.

1. Sodexho Operations, LLC Limited Liability Company Name Upon qualification Date Business Commenced (Or Proposed) in Georgia (NOTE: if the date provided here is more than 30 days prior to the date the application is received by the Secretary of State, a \$500 penalty FOR EACH YEAR OR PART THEREOF, will be assessed.)			
2. Corporation Service Company Applicant/Attorney 4845 Jimmy Carter Boulevard Address	Norcross City	Georgia State	404-659-8831 Telephone Number 30093 Zip Code
3. Delaware Jurisdiction	December 6, 1999 Date of Organization	Perpetual Period of Duration	
4. c/o Sodexho Marriott Services, 9801 Washingtonian Boulevard, Gaithersburg, Maryland 20878 Principal Place of Business Mailing Address			
5. Corporation Service Company Name of Registered Agent in Georgia 4845 Jimmy Carter Boulevard Registered Office Street Address in Georgia Norcross City	Gwinnett County	GA State	30093 Zip Code
6. Sodexho Marriott Services, Inc Manager's Name & Address	Gaithersburg City	MD State	20878 Zip Code
7. 9801 Washingtonian Boulevard, Gaithersburg, MD 20878 Address Where Limited Liability Company Records Are Maintained			
8. NOTICE: Mail or deliver an original and one copy of this form and the Secretary of State filing fee of \$200.00 to the Secretary of State at the above address. Filing fees are NON-refundable. This application is signed by a person duly authorized to sign such instruments by the laws of the jurisdiction under which the foreign limited liability company is organized. The foreign limited liability company undertakes to keep its records at the address shown in # 7 above until its registration in Georgia is canceled or withdrawn. The foreign limited liability company, in accordance with Title 14 of the Official Code of Georgia Annotated, appoints the Secretary of State as agent for service of process if no agent has been appointed in Georgia or, if appointed, the agent's authority has been revoked or the agent cannot be found or served by the exercise of reasonable diligence.			
Anastasia E. Sweeney, Authorized Person Registered agent, officer, entity status information on the Internet: http://www.sos.state.ga.us		December 14, 1999 Date	



Karen Handel
Secretary Of State

CORPORATIONS DIVISION
Suite 315 West Tower
2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334-1530
(404) 656-2817

2008 APR -7 PM 5:06

SECRETARY OF STATE
CORPORATIONS DIVISION

Application for Amended
Certificate of Authority of a
Foreign Entity

An amended certificate of authority must be obtained only if a foreign entity changes its name or its jurisdiction of organization. Complete (where applicable) and return this form with a check made payable to the Secretary of State in the amount of \$20.00. Entity must be in "Active Compliance" status in order to use this form.

1. Entity Name Sodexo Operations, LLC

2. Entity Control No. K952840

3. State/Country Of Jurisdiction Delaware

4. Date of Authorization In Georgia December 21, 1999

5. Please Indicate Entity Type (Check One Box Only):

Corporation (Corporation Must Provide Certificate Of Existence From Home State With New Name)

Limited Liability Company

Limited Partnership (If Entity Is A Limited Partnership Application Must Be Notarized)

6. The name by which the entity will hereafter be known is:
Sodexo Operations, LLC

7. New Jurisdiction: _____

ATTENTION: If any other information required in the original application for certificate of authority has changed, the entity has an obligation under Georgia Law to inform the Secretary of State of said changes. Attach additional pages if necessary.

Sworn To And Signed By:

Robert A. Stern

Authorized Signature and Title
Sodexo, Inc., Member, Robert A. Stern, Vice President

March 31, 2008
Date

CD 518

State of Georgia
Expedite Name Change 1 Page(s)



T0809910518

BILL OF SALE

THIS BILL OF SALE, made this 29th day of April, 2022 (the “Effective Date”), by and between Vending Enterprises, LLC, a Georgia limited liability company, doing business as VendEdge (the “Seller”) and Sodexo Operations, LLC, a Delaware limited liability company (the “Purchaser”). This Bill of Sale is entered into in connection with that certain Asset Purchase Agreement, dated March 28, 2022, by and among, Seller, certain of the members of the Seller (each a “Member” and collectively the “Members”) and Purchaser (the “APA”). To the extent not otherwise defined herein, capitalized terms shall have the meanings accorded to them in the APA.

WITNESSETH that in consideration of the Purchase Price paid according to the APA, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Seller does hereby bargain, sell, transfer and assign unto the Purchaser the Tangible Personal Property as set forth in the APA, including without limitation the tangible assets as set forth on Schedule A attached hereto as of the Effective Date.

The Seller ratifies and confirms the representations and warranties set forth in the APA with respect to the tangible assets. Notwithstanding anything to the contrary, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the APA or the survival thereof.

[Signatures on following page]

IN WITNESS WHEREOF the undersigned have executed this Bill of Sale as of the Effective Date in counterparts.

Purchaser:

SODEXO OPERATIONS, LLC

sebastien de Tramasure

By: sebastien de Tramasure (Apr 27, 2022 12:48 EDT)

Name: Sébastien de Tramasure

Title: Chief Financial Officer

Seller:

VENDING ENTERPRISES, LLC

By: _____

Name: Dennis Thornton

Title: Authorized Representative/Member

[Signature Page to Bill of Sale]

IN WITNESS WHEREOF the undersigned have executed this Bill of Sale as of the Effective Date in counterparts.

Purchaser:

SODEXO OPERATIONS, LLC

By: _____

Name: Sébastien de Tramasure

Title: Chief Financial Officer

Seller:

VENDING ENTERPRISES, LLC

By:  _____
Dennis Thornton (Apr 26, 2022 11:02 EDT)

Name: Dennis Thornton

Title: Authorized Representative/Member

[Signature Page to Bill of Sale]

Schedule A

To Bill of Sale

Fleet Information

Location	VendEdge Asset ID Number	Fair Market Value	Vehicle ID Number (VIN)	Owned	Type	Make	Model	Model Year	Size	Odometer	Miles Driven Annually	Refrigeration Type	Drop Safe	Driving Cameras	Cargo Cameras	GPS	Maintenance Records	Gas Purchases	Fleet Management
Vendedge	301	\$29,000	1HA3GSCG8KNO05008	Owned	Delivery Truck	Chevrolet	Express G3500	2019	14	79,867	37800	Cooler - Yeti type	No	Yes	No	Yes	Yes	\$218 / week	Yes
Vendedge	302	\$35,000	1HA6GUCG1KNO00547	Owned	Delivery Truck	Chevrolet	Express G4500	2019	16	60,567	25200	Cooler - Yeti type	No	Yes	No	Yes	Yes	\$149 / week	Yes
Vendedge	303	\$19,000	1GB3GSCG7G1293417	Owned	Delivery Truck	Chevrolet	Express G3500	2016	14	150,574	26800	Cooler - Yeti type	No	Yes	No	Yes	Yes	\$179 / week	Yes
Vendedge	304	\$12,500	WDYPE8CC9C5649411	Owned	Delivery Truck	Freightliner	Sprinter 2500	2012	14	164,399	21165	Cooler - Yeti type	No	Yes	No	Yes	Yes	\$72 / week	Yes
Vendedge	309	\$42,000	1HA3GSCFGLND12377	Owned	Delivery Truck	Chevrolet	Express G3500	2020	14	40,840	31022	Cooler - Yeti type	No	Yes	No	Yes	Yes	\$179 / week	Yes
Vendedge	PU1	\$6,500	1FTEX1CM2BFC99920	Owned	Pick Up Truck	Ford	Lgt Convini F150 XLT	2011		289,777	33221		No	No	No	No	Yes	\$104 / week	Yes
Vendedge	T1	\$8,215	NMOLST74G1266869	Owned	Van	Ford	Transit Connect	2016		179,693	19526		No	Yes	No	Yes	Yes	\$38 / week	Yes

Vendedge	T2	\$5,495	NM0LS7 DN4BT0 61663	Owned	Van	Ford	Transit Connect	2011		258,813	21340		No	Yes	No	Yes	Yes	\$51 / week	Yes
Vendedge	D2	\$4,500	J8DC4B1 6767006 392	Owned	Box Truck	GMC	W4500	2006	22	179,208	5801	Cooler - Yeti type	No	Yes	No	Yes	Yes	\$11 / week	Yes
Vendedge	307	\$12,000	WD3PE8 CC7C56 12623	Owned	Delivery Truck	Mercedes Benz	M2CA17 0	2012		207,002	1619		No	No	No	Yes	Yes	\$6 / week	Yes
Vendedge	308	\$12,000	WD3PE8 CC5C56 11924	Owned	Delivery Truck	Mercedes Benz	M2CA17 0	2012		232,858	1458		No	No	No	Yes	Yes	\$8 / week	
Vendedge	D1	\$0	JALC4W 164B700 1751	Owned	Box Truck	Isuzu	NPR	2011	22	77,112	-		No	No	No	Yes	Yes	0	

Vending & Kiosks

Asset#	Serial#	Model Category	Model	Status	Warehouse	Owner	3rd Party #	Fair Market Value	Account	Address1	City	State	ZipCode
90003	0088-1094 A2	Combo	AMS AMS 35 A1-H10	Active		Vendedge		1,000	Honda Car Land Repair	11300 State Bridge Rd	Alpharetta	GA	30022
60028	1-1705-7439	Combo	AMS AMS 39 Combo 10-79	Active	Vending Enterprises, LLC	Vendedge		1,000					
90001	1-1208-7303	Combo	AMS AMS 39 Combo 10-79	Active	Vending Enterprises, LLC	Vendedge		200	DAMAGED-PARTS ONLY				
60004	0149-1371 A7	Combo	AMS AMS 39 Combo 10-79	Active		Vendedge		1,000	Norfolk Southern Training Center	101 Thoroughbred Rd	McDonough	GA	30253
60020	1-1705-7507	Combo	AMS AMS 39 Combo 10-79	Active		Vendedge		1,000	Lanier Tech Dawson	516 Allen St	Dawsonville	GA	30534
60023	1-1817-3170	Combo	AMS AMS 39 Combo 10-79	Active		Vendedge		1,000	Fulton County Juvenile Court	395 Pryor St SW	Atlanta	GA	30312
60024	1-1817-3033	Combo	AMS AMS 39 Combo 10-79	Active		Vendedge		1,000	Fulton County Government Center Bldg.	141 Pryor St SW	Atlanta	GA	30303
60030	1-1705-7504	Combo	AMS AMS 39 Combo 10-79	Active		Vendedge		1,000	UNFI	100 Lakeview Ct SW	Atlanta	GA	30336
64258	1-1705-7437	Combo	AMS AMS 39 Combo 10-79	Active		Vendedge		1,000	Horizon Group USA	105 Distribution Dr	McDonough	GA	30252
65258	1-1705-7432	Combo	AMS AMS 39 Combo 10-79	Active		Vendedge		1,000	Mattress Firm	1075 Northfield Ct	Roswell	GA	30076
69258	1-1705-7441	Combo	AMS AMS 39 Combo 10-79	Active		Vendedge		1,000	Fulton County JCT Café	136 Pryor St SW	Atlanta	GA	30303
90004	1-1904-7145	Combo	AMS AMS 39 Combo 10-79	Active		Vendedge		1,000	Pratt Industries- Conyers	1571 GA-138	Conyers	GA	30013
95886	1-1201-3709	Combo	AMS AMS 39 Combo 10-79	Active		Vendedge		1,000	Atlanta Tech College Main Campus	1560 Metropolitan Pkwy SW	Atlanta	GA	30310
95687	1-1204-5063	Combo	AMS AMS 39 Combo 10-79	Active		Vendedge		1,000	Norfolk Southern Training Center	101 Thoroughbred Rd	McDonough	GA	30253
9568711	1-1208-7304	Combo	AMS AMS 39 Combo 10-79	Active		Vendedge		1,000	Lanier Tech Barrow	965 Austin Rd	Winder	GA	30680
60022	1-1705-7431	Snack	AMS AMS Snack	Active	Vending Enterprises, LLC	Vendedge		200	DAMAGED-PARTS ONLY				
60032	1-1705-7438	Snack	AMS AMS Snack	Active	Vending Enterprises, LLC	Vendedge		200	DAMAGED-PARTS ONLY				
60058	1-1705-7434	Snack	AMS AMS Snack	Active	Vending Enterprises, LLC	Vendedge		200	DAMAGED-PARTS ONLY				
60070	1-1705-7497	Snack	AMS AMS Snack	Active	Vending Enterprises, LLC	Vendedge		200	DAMAGED-PARTS ONLY				
60084	1-1705-7440	Snack	AMS AMS Snack	Active	Vending Enterprises, LLC	Vendedge		1,000					
60258	1-1705-7498	Snack	AMS AMS Snack	Active	Vending Enterprises, LLC	Vendedge		200	DAMAGED-PARTS ONLY				
61258	1-1705-7433	Snack	AMS AMS Snack	Active	Vending Enterprises, LLC	Vendedge		1,000					
62258	1-1705-7503	Snack	AMS AMS Snack	Active	Vending Enterprises, LLC	Vendedge		1,000					
62543	0083-124603	Snack	AMS AMS Snack	Active	Vending Enterprises, LLC	Vendedge		1,000					
63258	1-1705-7435	Snack	AMS AMS Snack	Active	Vending Enterprises, LLC	Vendedge		200	DAMAGED-PARTS ONLY				

68258	1-1705-7502	Snack	AMS AMS Snack	Active	Vending Enterprises, LLC	Vended	200	DAMAGED-PARTS ONLY	Fulton County Government Center Bldg.	141 Pryor St SW	Atlanta	GA	30303
60006	1-1705-7505	Snack	AMS AMS Snack	Active	Vending Enterprises, LLC	Vended	1,000		Fulton County Government Center Bldg.	141 Pryor St SW	Atlanta	GA	30303
60025	1-1705-7500	Snack	AMS AMS Snack	Active		Vended	1,000		Fulton County JCT Café	136 Pryor St SW	Atlanta	GA	30303
60026	1-1705-7436	Snack	AMS AMS Snack	Active		Vended	1,000		Fulton County Government Center Bldg.	141 Pryor St SW	Atlanta	GA	30303
60031	1-1705-7496	Snack	AMS AMS Snack	Active		Vended	1,000		Fulton County Juvenile Court	395 Pryor St SW	Atlanta	GA	30312
66258	1-1705-7499	Snack	AMS AMS Snack	Active		Vended	1,000		Atlanta Zoo	800 Cherokee Ave SE	Atlanta	GA	30315
60094	31059568	Snack	Automatic Products AP 113 VE	Active		Vended	500		DSC	5000 Bohannon Rd	Fairburn	GA	30213
64658	7149	Snack	Automatic Products AP LCM2-VE	Active		Vended	500		Fulton County Palmetto Library	9111 Cascade Palmetto Hwy	Palmetto	GA	30268
61732	147-026313	Snack	Crane/Naitonal NA 147	Active		Vended	500		Norfolk Southern Training Center	101 Thoroughbred Rd	McDonough	GA	30253
60344	148-016919	Snack	Crane/Naitonal NA 148	Active		Vended	500		Fulton County JCT Building	160 Pryor St SW	Atlanta	GA	30303
60072	157-99999	Snack	Crane/Naitonal NA 157	Active		Vended	900		CXtec	4388 Shackelford Rd	Norcross	GA	30093
60814	157-018315	Snack	Crane/Naitonal NA 157	Active		Vended	900		Atlanta Zoo	800 Cherokee Ave SE	Atlanta	GA	30315
60889	157-014541	Snack	Crane/Naitonal NA 157	Active		Vended	900		Honda Car Land	11085 Alpharetta Hwy	Roswell	GA	30076
61728	158-010791	Snack	Crane/Naitonal NA 158	Active		Vended	1,000		Fulton County Cultural Arts Center	3900 Aviation Cir NW	Atlanta	GA	30336
60223	167-018740	Snack	Crane/Naitonal NA 167	Active	Vending Enterprises, LLC	Vended	200	DAMAGED-PARTS ONLY					
60766	167-039541	Snack	Crane/Naitonal NA 167	Active	Vending Enterprises, LLC	Vended	200	DAMAGED-PARTS ONLY					
60018	167-08112	Snack	Crane/Naitonal NA 167	Active		Vended	1,200		Fulton County Buckhead Library	269 Buckhead Ave NE	Atlanta	GA	30305
60233	167-018748	Snack	Crane/Naitonal NA 167	Active		Vended	1,200		Fulton County Family Division	136 Pryor St SW	Atlanta	GA	30303
60234	167-018755	Snack	Crane/Naitonal NA 167	Active		Vended	1,200		Fulton County Public Safety	3025 Merk Rd SW	Atlanta	GA	30349
60252	167-018729	Snack	Crane/Naitonal NA 167	Active		Vended	1,200		Fulton County West End Library	525 Peoples St SW	Atlanta	GA	30310
60254	167-018726	Snack	Crane/Naitonal NA 167	Active		Vended	1,200		Fulton County Water Resource Center	11575 Maxwell Rd	Alpharetta	GA	30009
60286	167-019397	Snack	Crane/Naitonal NA 167	Active		Vended	1,200		Verifone	11700 Great Oaks Way	Alpharetta	GA	30022
60297	167-019385	Snack	Crane/Naitonal NA 167	Active		Vended	1,200		Norfolk Southern Rail Yard	1550 Marietta Rd NW	Atlanta	GA	30318
60298	167-019371	Snack	Crane/Naitonal NA 167	Active		Vended	1,200		Norfolk Southern Corporate	1200 W Peachtree St NW	Atlanta	GA	30309
60560	167-033332	Snack	Crane/Naitonal NA 167	Active		Vended	1,200		Cardinal Health	1761 Satellite Blvd	Buford	GA	30518
60563	167-033331	Snack	Crane/Naitonal NA 167	Active		Vended	1,200		Norfolk Southern Corporate	1200 W Peachtree St NW	Atlanta	GA	30309
60571	167-033333	Snack	Crane/Naitonal NA 167	Active		Vended	1,200		Pratt Ind. Conyers Market Display Dept.	1975 Sarasota Business Pkwy NE	Conyers	GA	30013
60572	167-033335	Snack	Crane/Naitonal NA 167	Active		Vended	1,200		Fulton County JCT Building	160 Pryor St SW	Atlanta	GA	30303

60683	167-033748	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	Pratt Industries- Conyers	1571 GA-138	Conyers	GA	30013
60695	167-033974	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	Atlanta Tech College Main Campus	1560 Metropolitan Pkwy SW	Atlanta	GA	30310
60696	167-033976	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	Horizon Group USA	105 Distribution Dr	McDonough	GA	30252
60733	167-038311	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	Quaker Oats Warehouse	747 Douglas Hills Rd	Lithia Springs	GA	30122
60760	167-038332	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	Travel Inc.	4355 River Green Pkwy	Duluth	GA	30096
60762	167-038498	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	Atlanta Tech College Main Campus	1560 Metropolitan Pkwy SW	Atlanta	GA	30310
60785	167-038521	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	Veritiv	6601 Oak Creek Pkwy	Norcross	GA	30071
60792	167-038528	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	Fulton County JCT Building	160 Pryor St SW	Atlanta	GA	30303
60799	167-038373	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	Lanier Tech Barrow	985 Austin Rd	Winder	GA	30680
60844	167-038412	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	Johnson Controls	1350 Northmeadow Pkwy	Roswell	GA	30076
60848	167-038416	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	Fulton County Public Defenders-2	100 Peachtree St	Atlanta	GA	30308
60880	167-033942	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	Norfolk Southern Corporate	1200 W Peachtree St NW	Atlanta	GA	30309
60883	167-033478	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	Mister Car Wash Piedmont	2980 Piedmont Rd NE	Atlanta	GA	30305
60884	167-033481	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	Don Jackson Jeep	5750 GA-400	Cumming	GA	30028
60891	167-034525	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	Flood Brothers	610 Waterfront Dr SW	Atlanta	GA	30336
61322	167-038447	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	Jonesboro Nursing Home	2650 GA-138	Jonesboro	GA	30236
61402	167-038586	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	Atlanta Tech College South Campus	485 Atlanta S Pkwy	Forest Park	GA	30297
61421	167-038619	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	Doubletree Hotel	100 Andrew Young International Blvd NW	Atlanta	GA	30303
61428	167-038590	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	Fulton County JCT Building	160 Pryor St SW	Atlanta	GA	30303
61613	167-033480	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	SCAD ACA Sculpture Studio	150 15th St NE	Atlanta	GA	30309
61752	167-038305	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	Shottenkirk Ford	868 GA-515	Jasper	GA	30143
63023	167-038532	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	Lanier Tech Forsyth	3410 Ronald Reagan Blvd	Cumming	GA	30041
63703	167-044623	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	Atlanta Tech College Main Campus	1560 Metropolitan Pkwy SW	Atlanta	GA	30310
63942	167-039432	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	Norfolk Southern Rail Yard	1550 Marietta Rd NW	Atlanta	GA	30318
66701	167-039414	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	Fulton County Alpharetta Library	10 Park Plaza	Alpharetta	GA	30009
66702	167-039418	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	Atlanta Tech College Main Campus	1560 Metropolitan Pkwy SW	Atlanta	GA	30310
66706	167-039419	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	Mister Car Wash Ponce De Leon	575 Ponce De Leon Ave NE	Atlanta	GA	30308
66714	167-039427	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	Fulton County Central Library	5 Forsyth St NW	Atlanta	GA	30303

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66719	167-039440	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	Norfolk Southern Rail Yard	1550 Marietta Rd NW	Atlanta	GA	30318
66723	167-039436	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	Lanier Tech Forsyth	3410 Ronald Reagan Blvd	Cumming	GA	30041
67781	167-033941	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	Fulton County South Tag Annex	5600 Stonewall Tell Rd	College Park	GA	30349
67791	167-033749	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	Lanier Tech Lumpkin	150 Johnson St	Dahlonega	GA	30533
68009	167-024787	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	Fulton County 141 Building	141 Pryor St SW	Atlanta	GA	30303
68600	167-044240	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	Atlanta Tech College Main Campus	1560 Metropolitan Pkwy SW	Atlanta	GA	30310
68602	167-044249	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	Lanier Tech Jackson	631 S Elm St	Commerce	GA	30529
68603	167-044248	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	Asbury Automotive	1750 Founders Pkwy	Alpharetta	GA	30004
68605	167-044246	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	Atlanta Zoo	800 Cherokee Ave SE	Atlanta	GA	30315
68610	167-044228	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	SCAD Main	1600 Peachtree Rd NW	Atlanta	GA	30309
68616	167-044252	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	Atlanta Tech College Main Campus	1560 Metropolitan Pkwy SW	Atlanta	GA	30310
68777	167-033334	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	Fulton County Sandtown Gym	5343 GA-154	Atlanta	GA	30331
69011	167-044235	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	Fulton County Metropolitan Library	1332 Metropolitan Pkwy SW	Atlanta	GA	30310
69781	167-044159	Snack	Crane/Naitonal NA 167	Active	Vended	1200	1,200	Stericycle	5250 Triangle Pkwy NW	Norcross	GA	30092
60878	168-024799	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	Vending Enterprises, LLC				
60887	168-024930	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	Vending Enterprises, LLC				
1195803	168-024807	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	Fulton County East Roswell Library	2301 Holcomb Bridge Rd	Roswell	GA	30076
60515	168-018293	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	Metal Coaters	880 Industrial Park Dr	Marietta	GA	30062
60561	168-024450	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	Fulton County Adams Park Library	2231 Campbellton Rd SW	Atlanta	GA	30311
60562	168-024445	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	Fulton County 911 Building	141 Pryor St SW	Atlanta	GA	30303
60564	168-024446	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	Fulton County 141 Building	141 Pryor St SW	Atlanta	GA	30303
60565	168-024457	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	Fulton County 141 Building	141 Pryor St SW	Atlanta	GA	30303
60566	168-024454	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	Burlington Coat Factory Snellville	1670 Scenic Hwy N	Snellville	GA	30078
60567	168-024462	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	Fulton County Northside Library	3295 Northside Pkwy NW	Atlanta	GA	30327
60569	168-024447	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	Fulton County JCB Building	160 Pryor St SW	Atlanta	GA	30303
60570	168-024456	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	Fulton County JCB Building	160 Pryor St SW	Atlanta	GA	30303
60573	168-024443	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	Fulton County FCC Building	160 Pryor St SW	Atlanta	GA	30303
60574	168-024444	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	Fulton County FCC Building	160 Pryor St SW	Atlanta	GA	30303

60679	168-024614	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	Fulton County FCC Building	160 Pryor St SW	Atlanta	GA	30303
60680	168-024448	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	Fulton County East Atlanta Library	400 Flat Shoals Ave SE	Atlanta	GA	30316
60681	168-024459	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	Fulton County JCB Building	160 Pryor St SW	Atlanta	GA	30303
60682	168-024451	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	MSC	6700 Discovery Blvd	Mableton	GA	30126
60684	168-024625	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	Fulton County Helen E Mills Senior Center	515 John Wesley Dobbs Ave NE	Atlanta	GA	30312
60685	168-024801	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	Royston - Jasper	1 Pickroy Rd	Big Canoe	GA	30143
60687	168-024808	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	Norfolk Southern Data Center	4963 N Royal Atlanta Dr	Tucker	GA	30084
60694	168-024616	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	Fulton County College Park	3647 Main St	College Park	GA	30337
60697	168-024449	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	Fulton County FCC Building	160 Pryor St SW	Atlanta	GA	30303
60699	168-024627	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	Fulton County FCC Building	160 Pryor St SW	Atlanta	GA	30303
60873	168-024615	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	Fulton County JCT Building	160 Pryor St SW	Atlanta	GA	30303
60874	168-024611	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	Fulton County Roswell Library	115 Norcross St	Roswell	GA	30075
60875	168-024811	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	Mattress Firm	1075 Northfield Ct	Roswell	GA	30076
60876	168-024803	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	Fulton County Milton Library	855 Mayfield Rd	Alpharetta	GA	30009
60879	168-011781	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	Fulton County South Maintenance/PW	7472 Cochran Rd	College Park	GA	30349
60881	168-015358	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	Fulton County Fairburn Library	60 Valley View Dr	Fairburn	GA	30213
60890	168-024619	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	Fulton County Disability Affairs	137 Peachtree St	Atlanta	GA	30303
60892	168-024927	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	Norfolk Southern Corporate	1200 W Peachtree St NW	Atlanta	GA	30309
60894	168-020337	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	Norfolk Southern Rail Yard	1550 Marietta Rd NW	Atlanta	GA	30318
60899	168-025584	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	Norfolk Southern Corporate	1200 W Peachtree St NW	Atlanta	GA	30309
60930	168-024797	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	Fulton County North Tag Annex	7741 GA-9	Sandy Springs	GA	30350
60931	168-024812	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	JC Penney Dist. Center	5500 Frontage Rd	Forest Park	GA	30297
60935	168-024796	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	Fulton County Hapeville Library	525 King Arnold St	Hapeville	GA	30354
60936	168-024800	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	Norfolk Southern Corporate	1200 W Peachtree St NW	Atlanta	GA	30309
61500	168-024809	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	Norfolk Southern Corporate	1200 W Peachtree St NW	Atlanta	GA	30309
61611	168-024788	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	MSC	6700 Discovery Blvd	Mableton	GA	30126
61797	168-019318	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	Fulton County Washington Park Library	1116 M.L.K. Jr Dr SW	Atlanta	GA	30314
61900	168-020335	Snack	Crane/Naitonal NA 168	Active	Vended	1200	1,200	Nestle Purina-Drivers Side	5003 Terminus Dr	Fairburn	GA	30213

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64788	168-024624	Snack	Crane/Naitonal NA 168	Active		Vended	1200	1,200	Fulton County NW Atlanta Library	2489 Perry Blvd NW	Atlanta	GA	30318
65999	168-024612	Snack	Crane/Naitonal NA 168	Active		Vended	1200	1,200	Graphics Packaging	1600 Riveredge Pkwy	Atlanta	GA	30328
67777	168-024626	Snack	Crane/Naitonal NA 168	Active		Vended	1200	1,200	Manhattan Associates	2300 Windy Ridge Pkwy SE	Atlanta	GA	30339
67779	168-024920	Snack	Crane/Naitonal NA 168	Active		Vended	1200	1,200	Graphics Packaging	1600 Riveredge Pkwy	Atlanta	GA	30328
67780	168-024790	Snack	Crane/Naitonal NA 168	Active		Vended	1200	1,200	MSC	6700 Discovery Blvd	Mableton	GA	30126
67782	168-024791	Snack	Crane/Naitonal NA 168	Active		Vended	1200	1,200	Fulton County Cleveland Ave Library	47 Cleveland Ave SW	Atlanta	GA	30315
67784	168-024453	Snack	Crane/Naitonal NA 168	Active		Vended	1200	1,200	Fulton County Wolf Creek Library	3100 Eron Rd	Atlanta	GA	30331
67789	168-024628	Snack	Crane/Naitonal NA 168	Active		Vended	1200	1,200	Norfolk Southern Rail Yard	1550 Marietta Rd NW	Atlanta	GA	30318
67790	168-024622	Snack	Crane/Naitonal NA 168	Active		Vended	1200	1,200	Manhattan Associates	2300 Windy Ridge Pkwy SE	Atlanta	GA	30339
67792	168-024620	Snack	Crane/Naitonal NA 168	Active		Vended	1200	1,200	Fulton County FCC Building	160 Pryor St SW	Atlanta	GA	30303
67821	168-024461	Snack	Crane/Naitonal NA 168	Active		Vended	1200	1,200	Graphics Packaging	1600 Riveredge Pkwy	Atlanta	GA	30328
67826	168-024929	Snack	Crane/Naitonal NA 168	Active		Vended	1200	1,200	Honda Car Land	11085 Alpharetta Hwy	Roswell	GA	30076
67833	168-024798	Snack	Crane/Naitonal NA 168	Active		Vended	1200	1,200	Fulton County HG Darnell Senior Center	677 Fairburn Rd NW	Atlanta	GA	30331
68523	168-024452	Snack	Crane/Naitonal NA 168	Active		Vended	1200	1,200	Fulton County Kirkwood Library	11 Kirkwood Rd NE	Atlanta	GA	30317
68554	168-024794	Snack	Crane/Naitonal NA 168	Active		Vended	1200	1,200	Fulton County Sandy Springs Library	395 Mount Vernon Hwy	Atlanta	GA	30328
68598	168-024923	Snack	Crane/Naitonal NA 168	Active		Vended	1200	1,200	Fulton County HJC Bowden Senior Center	2885 Church St	East Point	GA	30344
68599	168-024609	Snack	Crane/Naitonal NA 168	Active		Vended	1200	1,200	Fulton County South Fulton Library	4055 Flat Shoals Rd	Union City	GA	30291
68955	168-025016	Snack	Crane/Naitonal NA 168	Active		Vended	1200	1,200	Fulton County East Point Library	2757 Main St	East Point	GA	30344
68999	168-011784	Snack	Crane/Naitonal NA 168	Active		Vended	1200	1,200	Fulton County Southwest Library	3665 Cascade Rd	Atlanta	GA	30331
69333	168-024814	Snack	Crane/Naitonal NA 168	Active		Vended	1200	1,200	Burlington Coat Factory Tucker	2126 Henderson Mill Rd	Tucker	GA	30084
69889	168-023744	Snack	Crane/Naitonal NA 168	Active		Vended	1200	1,200	Fulton County Southeast Library	1463 Pryor Rd SW	Atlanta	GA	30315
61526	180-017731	Snack	Crane/Naitonal NA 180	Active		Vended	1400	1,400	Pratt Ind Newnan	195 Innovation Way	Newnan	GA	30265
60470	181-028330	Snack	Crane/Naitonal NA 181	Active	Vending Enterprises, LLC	Vended	1600	1,600					
62595	181-027252	Snack	Crane/Naitonal NA 181	Active	Vending Enterprises, LLC	Vended	1600	1,600					
68500	181-028668	Snack	Crane/Naitonal NA 181	Active	Vending Enterprises, LLC	Vended	1600	1,600					
60001	181-028328	Snack	Crane/Naitonal NA 181	Active		Vended	1600	1,600	UNFI	100 Lakeview Ct SW	Atlanta	GA	30336
60002	181-022632	Snack	Crane/Naitonal NA 181	Active		Vended	1600	1,600	SCAD Digital Media Center	1735 W Peachtree St NE	Atlanta	GA	30309
60005	181-028327	Snack	Crane/Naitonal NA 181	Active		Vended	1600	1,600	Atlanta Tech College Main Campus	1560 Metropolitan Pkwy SW	Atlanta	GA	30310

62432	181-027259	Snack	Crane/National NA 181	Active		Vended	1600	1,600	Atlanta Tech College Main Campus Bldg.	1560 Metropolitan Pkwy SW	Atlanta	GA	30310
62433	181-027248	Snack	Crane/National NA 181	Active		Vended	1600	1,600	Fulton County Government Center Bldg.	141 Pryor St SW	Atlanta	GA	30303
62512	181-051021	Snack	Crane/National NA 181	Active		Vended	1600	1,600	Norfolk Southern Training Center	101 Thoroughbred Rd	McDonough	GA	30253
63663	181-027251	Snack	Crane/National NA 181	Active		Vended	1600	1,600	SCAD Spring House Residence Hall	2018 Spring St NW	Atlanta	GA	30309
65295	181-027254	Snack	Crane/National NA 181	Active		Vended	1600	1,600	Atlanta Tech College Main Campus	1560 Metropolitan Pkwy SW	Atlanta	GA	30310
65983	181-028334	Snack	Crane/National NA 181	Active		Vended	1600	1,600	SCAD ACA Residence Hall	1280 Peachtree St NE	Atlanta	GA	30309
66610	181-011437	Snack	Crane/National NA 181	Active		Vended	1600	1,600	Fulton County Government Center Bldg.	141 Pryor St SW	Atlanta	GA	30303
66954	181-028329	Snack	Crane/National NA 181	Active		Vended	1600	1,600	Fulton County Drug Court 100-102	1135 Jefferson St NW	Atlanta	GA	30318
66956	181-028322	Snack	Crane/National NA 181	Active		Vended	1600	1,600	UNFI	100 Lakeview Ct SW	Atlanta	GA	30336
69456	181-028331	Snack	Crane/National NA 181	Active		Vended	1600	1,600	Fulton County Drug Court 100-102	1135 Jefferson St NW	Atlanta	GA	30318
69457	181-027257	Snack	Crane/National NA 181	Active		Vended	1600	1,600	Alston & Bird	1201 W Peachtree St NW	Atlanta	GA	30309
69458	181-028325	Snack	Crane/National NA 181	Active		Vended	1600	1,600	Lanier Tech Hall	2535 Lanier Tech Dr	Gainesville	GA	30507
69879	186-010817	Snack	Crane/National NA 186	Active		Vended	1800	1,800	Norfolk Southern Corporate	1200 W Peachtree St NW	Atlanta	GA	30309
60009	187-010739	Snack	Crane/National NA 187	Active	Vending Enterprises, LLC	Vended	2500	2,500					
68589	187-010745	Snack	Crane/National NA 187	Active	Vending Enterprises, LLC	Vended	2500	2,500					
68592	187-010748	Snack	Crane/National NA 187	Active	Vending Enterprises, LLC	Vended	2500	2,500					
60011	187-010742	Snack	Crane/National NA 187	Active		Vended	2500	2,500	Lanier Tech Hall	2535 Lanier Tech Dr	Gainesville	GA	30507
65894	187-010747	Snack	Crane/National NA 187	Active		Vended	2500	2,500	State Farm	11350 Johns Creek Pkwy	Duluth	GA	30097
68590	187-010746	Snack	Crane/National NA 187	Active		Vended	2500	2,500	Town Center at Cobb Mall	400 Ernest W Barrett Pkwy NW	Kennesaw	GA	30144
68591	187-010744	Snack	Crane/National NA 187	Active		Vended	2500	2,500	Lanier Tech Hall	2535 Lanier Tech Dr	Gainesville	GA	30507
68593	187-010741	Snack	Crane/National NA 187	Active		Vended	2500	2,500	Town Center at Cobb Mall	400 Ernest W Barrett Pkwy NW	Kennesaw	GA	30144
68594	187-010743	Snack	Crane/National NA 187	Active		Vended	2500	2,500	State Farm	11350 Johns Creek Pkwy	Duluth	GA	30097
68995	187-011453	Snack	Crane/National NA 187	Active		Vended	2500	2,500	Atlanta Tech College Main Campus	1560 Metropolitan Pkwy SW	Atlanta	GA	30310
69880	187-011455	Snack	Crane/National NA 187	Active		Vended	2500	2,500	Lanier Tech Hall	2535 Lanier Tech Dr	Gainesville	GA	30507
69881	187-011454	Snack	Crane/National NA 187	Active		Vended	2500	2,500	Lanier Tech Hall	2535 Lanier Tech Dr	Gainesville	GA	30507
90000	471-010200	Combo	Crane/National NA 780 RevZ	Active	Vending Enterprises, LLC	Vended		800					
50026	112102080048	Drink - G/F	Dixie Narco DN 5800	Active		Vended		800	Royston - Jasper	1 Pickcroy Rd	Big Canoe	GA	30143
80204	193628	Combo	Fastcorp FC 3561	Active	Vending Enterprises, LLC	Vended		800					

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71455	0193520	Combo	Fastcorp FC 3561	Active	Vended	800	Fulton County JCT Building	160 Pryor St SW	Atlanta	GA	30303
60007	200313FA00195	Drink	Royal RV660	Active	Vended	800	Mister Car Wash Piedmont	2980 Piedmont Rd NE	Atlanta	GA	30305
60008	200313FA00164	Drink	Royal RV660	Active	Vended	800	Mister Car Wash Ponce De Leon	575 Ponce De Leon Ave NE	Atlanta	GA	30308
11111	HDD770	Kiosk	Sundry Ancillary Avanti	Active	Vended	600					
AVMX1-12791	19862-4	Kiosk	Sundry Ancillary Avanti	Active	Vended	600					
AVMX1-6599	AVMKS6599	Kiosk	Sundry Ancillary Avanti	Active	Vended	600					
AVMX1-KID6105	-	Kiosk	Sundry Ancillary Avanti	Active	Vended	600					
AVMX1-N0712	F8:BC:12:86:D5:E40	Kiosk	Sundry Ancillary Avanti	Active	Vended	600					
MX1-11669	-	Kiosk	Sundry Ancillary Avanti	Active	Vended	600					
MX1-12328	A4:1F:72:59:C5:08	Kiosk	Sundry Ancillary Avanti	Active	Vended	600					
MX1-12787	19862-1	Kiosk	Sundry Ancillary Avanti	Active	Vended	600					
MX113649Hy	0210-003-1014	Kiosk	Sundry Ancillary Avanti	Active	Vended	600					
MX113651Hy	0210-003-1008	Kiosk	Sundry Ancillary Avanti	Active	Vended	600					
MX113653Hy	-	Kiosk	Sundry Ancillary Avanti	Active	Vended	600					
MX1-15829	0210-002-7779	Kiosk	Sundry Ancillary Avanti	Active	Vended	600					
MX1-6559	0210-002-1600	Kiosk	Sundry Ancillary Avanti	Active	Vended	600					
MX1-6582	0210-002-1576	Kiosk	Sundry Ancillary Avanti	Active	Vended	600					
MX1-6CHK2	0710-007-0108	Kiosk	Sundry Ancillary Avanti	Active	Vended	600					
MX1-7LHK2	0710-007-0106	Kiosk	Sundry Ancillary Avanti	Active	Vended	600					
MX1-9MVBX	D4:BE:D9:E4:2F:EF	Kiosk	Sundry Ancillary Avanti	Active	Vended	600					
MX1-H2020	-	Kiosk	Sundry Ancillary Avanti	Active	Vended	600					
MX1-JVCH2	AVMKS6285	Kiosk	Sundry Ancillary Avanti	Active	Vended	600					
MX1KID5931	B0:83:FE:4F:9A:42	Kiosk	Sundry Ancillary Avanti	Active	Vended	600					
AVMX1-12328	0210-002-0795	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	JC Penney Dist. Center	5500 Frontage Rd	Forest Park	GA	30297
AVMX1-10145	0210-002-3737	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	Royston - Jasper	1 Pickroy Rd	Big Canoe	GA	30143
AVMX1-10581	78:45:C4:12:E5:8D	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	Cardinal Health	1761 Satellite Blvd	Buford	GA	30518
AVMX1-10633	avmx1-10633	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	Nestle Purina-Main	Unnamed Road	Fairburn	GA	30213
AVMX1-11587	-	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	Manhattan Associates	2300 Windy Ridge Pkwy SE	Atlanta	GA	30339

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AVMX1-11669	0210-002-4307	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	ACI	705 Westech Dr NW	Norcross	GA	30092
AVMX1-11899	AVMKS900	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	Randstad	3625 Cumberland Blvd SE	Atlanta	GA	30339
AVMX1-12036	AVMX1-12036	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	Bennett Thrasher	3300 Riverwood Pkwy	Atlanta	GA	30339
AVMX1-12067	AVMX1-12067	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	Data Path	2205 Northmont Pkwy	Duluth	GA	30096
AVMX1-12433	needed	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	State Farm	11350 Johns Creek Pkwy	Duluth	GA	30097
AVMX1-12787	-	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	JC Penney Dist. Center	5500 Frontage Rd	Forest Park	GA	30297
AVMX1-12789	19862-2	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	Nestle Purina-Main	Unnamed Road	Fairburn	GA	30213
AVMX1-12790	19862-3	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	Fastenal	6445 Fulton Industrial Blvd SW	Atlanta	GA	30336
AVMX1-13453	-	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	MSC	6700 Discovery Blvd	Mableton	GA	30126
AVMX1-15760	0210-002-7776	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	Phillips Van Heusen Palmetto	8500 Tatum Rd	Palmetto	GA	30268
AVMX1-15761	0210-002-7777	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	Phillips Van Heusen Palmetto	8500 Tatum Rd	Palmetto	GA	30268
AVMX1-15762	-	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	Norfolk Southern Corporate	1200 W Peachtree St NW	Atlanta	GA	30309
AVMX1-15763	AVMKS5261	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	CSI	2580 Westside Pkwy	Alpharetta	GA	30004
AVMX1-15834	0210-002-7782	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	Pratt Industries-Atlanta	3760 Southside Industrial Pkwy	Atlanta	GA	30354
AVMX1-15835	-	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	Norfolk Southern Corporate	1200 W Peachtree St NW	Atlanta	GA	30309
AVMX1-15852	0210-002-7777	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	Phillips Van Heusen McDonough	127 Liberty Industrial Pkwy	McDonough	GA	30253
AVMX1-16496	-	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	State Farm	11350 Johns Creek Pkwy	Duluth	GA	30097
AVMX1-16827	-	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	Manhattan Associates	2300 Windy Ridge Pkwy SE	Atlanta	GA	30339
AVMX1-17250	0710-007-0823	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	AON	3550 Lenox Rd	Atlanta	GA	30326
AVMX1-18179	0210-002-1451	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	Veritiv	6601 Oak Creek Pkwy	Norcross	GA	30071
AVMX1-19443	-	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	Benson Integrated Marketing Solutions	6195 Shiloh Rd	Alpharetta	GA	30005
AVMX1-19904	-	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	Kirk Rudy	125 Lorraine Pkwy	Woodstock	GA	30188
AVMX1-20443	0210-002-1355	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	Nestle Purina-Main	Unnamed Road	Fairburn	GA	30213
AVMX1-21630	-	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	Avantor-VWR	1050 Satellite Blvd	Suwanee	GA	30024
AVMX1-22349	W10-HCPTXBX	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	Pratt Ind. Conyers Market Display Dept.	1975 Sarasota Business Pkwy NE	Conyers	GA	30013
AVMX1-23909	0210-002-7820	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	Phillips Van Heusen McDonough	127 Liberty Industrial Pkwy	McDonough	GA	30253
AVMX1-6146	AVMKS6146	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	Delta North Hanger	990 Toffie Terrace	Atlanta	GA	30354
AVMX1-6157	avmks6157	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	ConstructConnect aka Reed	35 Technology Pkwy	Norcross	GA	30092

AVMX1-6582	-	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	Siemens	3617 Parkway Ln	Norcross	GA	30092
AVMX1-6671	avmks6671	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	Verint	800 North Point Pkwy	Alpharetta	GA	30022
AVMX1-6985	-	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	11 Alive	1 Monroe PINE	Atlanta	GA	30324
AVMX1-6LHK2	0710-007-0108	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	Soliant Health	5550 Peachtree Pkwy	Peachtree Corners	GA	30092
AVMX1-7124	0210-002-2082	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	DSC	5000 Bohannon Rd	Fairburn	GA	30213
AVMX1-90Q2DUG	-	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	Lending Point	1201 Roberts Blvd	Kennesaw	GA	30144
AVMX1-9MVBX	-	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	CBS Atlanta	425 14th St NW	Atlanta	GA	30318
AVMX1-DN3W1	0210-002-0347	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	Arnall Goldman Gregory (AGG)		Atlanta	GA	30363
AVMX1-H2020	-	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	JC Penney Dist. Center	5500 Frontage Rd	Forest Park	GA	30297
AVMX1-KD10161	0710-007-0110	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	Meyn	1000 Evenflo Dr	Ball Ground	GA	30107
AVMX1-KD10234	-	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	Royston - Jasper	1 Pickroy Rd	Big Canoe	GA	30143
AVMX1-KID10160	0710-007-0107	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	Meyn	1000 Evenflo Dr	Ball Ground	GA	30107
AVMX1-KID2198	0210-002-1353	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	Embark Insurance	400 Northridge Rd	Sandy Springs	GA	30350
AVMX1-KID4676	-	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	Royston - Atlanta	785 Great SW Pkwy SW	Atlanta	GA	30336
AVMX1-KID5318	-	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	Cenveo	1325 Highlands Ridge Rd SE	Smyrna	GA	30082
AVMX1-KID5931	-	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	JC Penney Dist. Center	5500 Frontage Rd	Forest Park	GA	30297
AVMX1-KID6506	-	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	State Farm	11350 Johns Creek Pkwy	Duluth	GA	30097
AVMX1-KID6631	0210-002-1768	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	Sage	Unnamed Road	Lawrenceville	GA	30043
AVMX1-KID9345	-	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	Metal Coaters	880 Industrial Park Dr	Marietta	GA	30062
AVMX1-T2P2B2	-	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	Nestle Purina-Terminus	5003 Terminus Dr	Fairburn	GA	30213
AVMX1-XMHK2	0710-007-0109	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	LTI	9990 Tara Blvd	Jonesboro	GA	30236
KIOSKAV-01RCOL7	-	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	M3	Unnamed Road	Lawrenceville	GA	30043
KIOSKAV-BI3S3N9	D4:BE:D9:EB:F4:2E	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	Manhattan Associates	2300 Windy Ridge Pkwy SE	Atlanta	GA	30339
KIOSKAV-HPGD249	0210-002-1040	Kiosk	Sundry Ancillary Avanti	Active	Vended	600	Nolan Transportation Group	400 Northridge Rd	Sandy Springs	GA	30350
9588712	19862-4	Kiosk	Sundry Ancillary Kiosk	Active	Vended	600	Delta Credit Union	1025 Virginia Ave	Hapeville	GA	30354
AVMX1-15829	0210-002-7779	Kiosk	Sundry Ancillary Kiosk	Active	Vended	600	Graphics Packaging	1600 Riveredge Pkwy	Atlanta	GA	30328
AVMX1-1NVBX	J4TPB22	Kiosk	Sundry Ancillary Kiosk	Active	Vended	600	Ecolab	261 GA-155 S	McDonough	GA	30253
AVMX1-23338	W10-21DN3W1	Kiosk	Sundry Ancillary Kiosk	Active	Vended	600	Pratt Austell	5592 Austell Powder Springs Rd SW	Austell	GA	30106

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Assets Owned by VE to be purchased by InReach		Fair Market Value	Cost per Unit
Credit Card (Nayax/USAT) Devices	269	\$53,800	\$200
Market Refrigerators	59	\$35,400	\$600
Market Freezers	10	\$7,000	\$700
Market Coffee	42	\$6,300	\$150
Market Ice Machines	8	\$12,000	\$1,500
Market Microwave Ovens	67	\$10,050	\$150
Computers	8	\$6,400	\$800
Servers	1	\$3,000	\$3,000
Networking equipment	1	\$3,500	\$3,500
Tablets	2	\$400	\$200
Cell Phones	0	-	\$250
LightSpeed Installation	1	-	-
Walk-in Freezer	1	-	-
Walk-in Refrigerator	1	-	-
Furniture	1	\$4,000	\$4,000
Fixtures	1	\$500	\$500
Safe(s)	1	\$1,200	\$1,200
Employee Lockers	18	\$1,800	\$100
Warehouse Rack/Shevling	18	\$7,650	\$425
Chest Freezers	2	\$2,000	\$1,000
Pallet Jacks	2	\$400	\$200
Hand Truck / Dolly	5	\$1,000	\$200
Spare Parts	1	\$12,000	\$12,000
Cardboard Bailer	1	\$3,000	\$3,000
Stainless Steel Carts	3	\$350	\$117
Refrigerator/Furniture Mover	1	\$400	\$400
Ladder	3	\$125	\$42
Total		\$172,275	

Bill of Sale - Execution Version

Final Audit Report

2022-04-26

Created:	2022-04-26
By:	Steve Lang (steve@langbusinesslaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6BIPeDzuvBzJSeFiU2-PZcpDNBAaROPV

"Bill of Sale - Execution Version" History

-  Document created by Steve Lang (steve@langbusinesslaw.com)
2022-04-26 - 11:42:46 AM GMT- IP address: 136.55.181.147
-  Document emailed to Dennis Thornton (dthornton@vendedge.net) for signature
2022-04-26 - 11:43:11 AM GMT
-  Email viewed by Dennis Thornton (dthornton@vendedge.net)
2022-04-26 - 12:01:35 PM GMT- IP address: 172.225.247.20
-  Document e-signed by Dennis Thornton (dthornton@vendedge.net)
Signature Date: 2022-04-26 - 3:02:47 PM GMT - Time Source: server- IP address: 47.48.193.186
-  Agreement completed.
2022-04-26 - 3:02:47 PM GMT



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0074

Meeting Date: 2/1/2023

Department

Library

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

Request approval to name the Washington Park Library meeting room in the name of Judge Marvin Arrington Sr.

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

Fulton County Library System Board of Trustees Policy requires Fulton County Board of Commissioners approval for naming of rooms.

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

Arts and Libraries

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background

The Fulton County Library System has a naming policy in place to honor those individuals who make a significant contribution to the Atlanta-Fulton Fulton Library System or community. A five-person committee convened to nominate a suitable candidate. The nomination is brought before the Library Board of Trustees and then the Board of Commissioners. The naming policy is attached.

Scope of Work: The Washington Park Meeting Room will be named after Judge Marvin S. Arrington Sr.

Community Impact: There is no community impact.

Department Recommendation: The library recommends approval of this action

Project Implications: There aren't any project implications.

Community Issues/Concerns: There aren't any community issues or concerns.

Department Issues/Concerns: There aren't any departmental concerns.

Atlanta-Fulton Public Library System Naming Policy

The Atlanta-Fulton Public Library System recognizes that naming a facility is a decision of immense importance. Naming of facilities is undertaken with an appreciation for that significance.

Library buildings should to be named after the geographic area in which they are located. The geographical name may be combined with that of an individual, family, business or charitable organization whom the Board of Trustees has chosen to honor for making a very significant contribution to the Atlanta-Fulton Public Library System or community. In these instances, the geographical name should come first.

The geographical name should give those residing in the surrounding communities and service area of the library a clear indication of the general area where the library is located.

Collections, programs, services, interior and exterior spaces or other defined areas within library buildings may be named in honor of those who have made a significant gift or given extraordinary service to the Library.

The Library Director will appoint a committee to consider each naming request. The committee will be made up of representatives of the community served by the library, including local residents, library staff and, where there is a Friends group, Friends members. The Director will bring the committee's recommendation to the Library Board of Trustees. For naming of library buildings and portions thereof, the Library Board will then make a recommendation to the Fulton County Board of Commissioners, who will have final approval in those instances.

This Policy supersedes any and all previous Library policies governing naming of facilities.

Approved by the Board of Trustees

May 23, 2012



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0075

Meeting Date: 2/1/2023

Department

Public Works

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

Request approval of a change order less than 10% - Public Works, 17RFP031617K-DJ Progressive Design/Build Services for Big Creek Water Reclamation Facility (WRF) Expansion Project Phase 2B in an amount not to exceed \$339,444.13 with Archer Western-Brown and Caldwell Joint Venture (JV) (Atlanta, GA) to cover costs associated with eight (8) inclement weather days and additional material (electrical wiring) to connect the new facility to the Georgia Power Substation. Effective upon BOC approval.

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

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

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Scope of Work: This request for a change order addresses two immediate elements:

(1) incurred overhead costs associated with eight (8) inclement weather days during the 2022 project year, and (2) additional labor/material costs to connect to the new switch gear and generators within the Georgia Power substation.

The existing authorized contract defines an inclement weather day and stipulates how the owner's

directed contingency is utilized to compensate the JV regarding overhead costs. The JV provided supporting documents exhibiting total overhead costs during the eight (8) inclement weather days at \$158,968.38 for the 2022 calendar year.

Georgia Power was engaged by the County to provide the power to the project from the substation on site. Public Works has identified the costs to have the new facility connected to the newly installed switch gear and backup generators at the substation owned and operated by Georgia Power. The cost for the electrical wiring and additional labor totals \$180,475.75.

Community Impact: No community issues/concerns have been noted.

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

Project Implications: This change order satisfies Fulton County’s contractual obligations according to section 00700-053 Inclement Weather and section 00700-096 Contractor and Owner Contingency. Approval of this item will provide the Department of Public Works with the means to compensate the JV for work that is required to move this project closer to substantial completion.

Community Issues/Concerns: No community issues/concerns noted.

Department Issues/Concerns: No Department issues/concerns noted.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	20-0476	7/8/2020	\$274,768,712.00
Change Order #1	22-0661	9/21/2022	\$259,128.00
Change Order #2			\$339,444.13
Total Revised Amount			\$275,367,284.13

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

Contract Value: \$339,803.55

Prime Vendor: Archer Western/Brown and Caldwell
(JV Partners 90/10 JV - Non Minority)

Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Prime Value: \$159,327.80 or 46.89%

Subcontractor: Excel Electrical Technologies
Subcontractor Status: Non-Minority
Location: Kennesaw, GA
County: Cobb County
Contract Value: \$180,475.75 or 53.11%

Total Contract Value: \$339,803.55 or 100.00%
Total Certified Value: -0-

Exhibits Attached

Exhibit 1: Change Order #2
Exhibit 2: Contractor’s Performance Report

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$274,768,712.00
Previous Adjustments: \$259,128.00
This Request: \$339,444.13
TOTAL: \$275,367,284.13

Grant Information Summary

Amount Requested: Cash
Match Required: In-Kind
Start Date: Approval to Award
End Date: Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

235-540-5400-S157: W&S Construction-2020, Public Works, Big Creek Plant Expansion

Key Contract Terms	
Start Date: Upon BOC Approval	End Date: 7/16/2024

Agenda Item No.: 23-0075

Meeting Date: 2/1/2023

Cost Adjustment:	Renewal/Extension Terms:
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Overall Contractor Performance Rating: 4.0

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/1/2022

Report Period End:
3/31/2022

CHANGE ORDER NO. 2 TO FORM OF CONTRACT

Contractor: Archer Western-Brown and Caldwell Joint Venture

Contract No. 17RFP031617K-DJ Progressive Design/Build Services for Big Creek Water Reclamation Facility (WRF) Expansion Project Phase 2B

Address: 990 Hammond Drive, Suite 400
City, State Atlanta, Georgia 30238

Telephone: 404-926-0771

E-mail address: dpetersen@walshgroup.com

Contact: Duane Petersen
Vice President

WITNESSETH

WHEREAS, Fulton County (“County”) entered into a Contract with Archer Western-Brown and Caldwell Joint Venture to provide/perform Progressive Design/Build Services for Big Creek Water Reclamation Facility (WRF) Expansion Project Phase 2B, dated August 21st, 2020, on behalf of the Public Works Department; and

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

WHEREAS, this Change Order 2 was approved by the Fulton County Board of Commissioners on _____ under BOC #23-____.

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

This Change Order No. 2 to Form of Contract is effective as of the ___ day of February 2023, between the County and Archer Western-Brown and Caldwell Joint Venture, who agree that all Services specified will be performed by in accordance with this Change Order No. 2 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** This request for a change order addresses two immediate elements:
 - Incurred overhead costs associated with eight (8) inclement weather days during the 2022 project year, and
 - additional labor/material costs to connect the end of Phase 2B to the new switch gear & generators within the Georgia Power substation.

The existing authorized contract defines an inclement weather day and stipulates how the owner’s directed contingency is utilized to compensate the JV regarding

overhead costs. The JV provided supporting documents exhibiting total overhead costs during the eight (8) inclement weather days at \$158,968.38 CY2022.

Georgia Power was engaged by the County to provide the power to the project from the substation on site. Public Works has identified the costs to have the new facility connected to the newly installed switch gear and backup generators at the substation owned and operated by Georgia Power. The cost for the electrical wiring and additional labor totals \$180,475.75

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$339,444.13.
3. **LIABILITY OF COUNTY:** This Change Order No. 2 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the County Manager, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF CHANGE ORDER NO. 2 TO FORM OF CONTRACT:** Except as modified by this Change Order No. 2 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

CONTRACTOR:

**ARCHER WESTERN/BROWN &
CALDWELL, (a joint venture)**

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Duane Petersen
Vice 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: _____

David Clark, Director,
Department of Public Works

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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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
01/01/2022	03/31/2022	8/24/2020	7/10/2024
Purchaser Order Number		Purchase Order Date	
540 17RFP031617K-DJ(2B)		8/25/2020	

Department

PUBLIC WORKS

Bid Number	Service Commodity
	Big Creek WRF Expansion Phase 2B

Contractor

Archer Western/ Brown & Caldwell JV

Performance Rating

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

1. Project Development	(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)
<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input checked="" type="radio"/> 4	Comments: All design efforts and scheduling have been completed to the highest quality and submitted to Fulton County for review and comments. They have sufficient staff to properly supervise, build, inspect, submit and approve submittal, schedule and order equipment in a timely fashion, and keep the project on schedule and under projected cost.

2. Design	(Were Milestones Met Per Contract – Reliability - Responsiveness to Directions/Change – On Time Completion Per Contract - Liquidated Damages)
<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input checked="" type="radio"/> 4	Comments: Archer Western and Brown & Caldwell are staying within the scheduled milestones. They are reliable and responsive to our requests and direction. They are presently slightly ahead of schedule on most of the different buildings they are working on.

3. Award - Proposal Development		(Timeless/Due Duties - Reasonable/Cooperative - Flexible/Motivated)
<input type="radio"/>	0	Comments:Archer Western and Brown and Caldwell are very reasonable, cooperative, flexibly, and motivated to do a good job on this project. They are actively concerned that they stay on schedule to perform the labor and secure the equipment that will ultimately be withing the different buildings. They are slightly ahead of schedule on some of the structural portions of the buildings on this site.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
4. Constructions		(Mobilization Timely - Were Milestones Met - Met/Exceeded Specification - Within Budget Performance - Proper Invoicing - Quality of Work Responsive to Owner)
<input type="radio"/>	0	Comments:The working being performed by the contractor and the design team is of good quality. As the Construction Management team that assists me states they are one of the better companies they have ever worked with and are scoring a 90% or better. They are meeting and exceeding or expectations and have so far met our milestones. We are with projected budget and they are invoicing us in a very understandable format. Any comment
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
5. Contractors Key Personnel		(Credential/Experience Appropriate- Effective Supervision/Management - Available as Needed)
<input type="radio"/>	0	Comments:I have been very impressed with the credentials of the staff and the experience this team has on building this Wastewater Facility. They have a very good level of management necessary to properly direct their workers and the subcontractors they manage. They also seem to be able to work with their suppliers to obtain equipment and materials that meet our specifications and hopefully get delivered on time. Since equipment is just starting
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	4.00	Date	4/4/2022
Would you select/recommend this vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<i>Walter Rekuc</i>
Rating completed by:	Walter Rekuc		
Department Head Name:	David Clark	<i>W. Clark DC 4/8/2022</i>	
Department Head Signature			

[Handwritten Signature] AWC

After completing the form:
 Submit to Purchasing
 Print a copy for your records
 Save the form

Submit

Print

Save



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0076

Meeting Date: 2/1/2023

Department

Community Development

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

Request approval to utilize Cooperative Purchasing - Department of Community Development, City of Santa Monica, CA, in an amount not to exceed \$119,402.29 with Pathways Community Network, dba Pathways MISI to manage and provide assistance to Fulton County's GA 502 Continuum of Care (CoC) for the management of HMIS and related work to match the terms of the grant agreement. 100% Grant Funded.

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

In accordance with Purchasing Code Section 102-462, requests for approval to utilize cooperative purchasing or GSA purchase contracts of more than \$100,000.00 shall be forwarded to the Board of Commissioners for approval.

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

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: Approval to utilize Cooperative Purchasing - Department of Community Development, City of Santa Monica, CA, with Pathways MISI, to manage and provide assistance to the Fulton County GA 502 Continuum of Care (CoC) will help the CoC meet the statutory requirements of the HEARTH Act. The HEARTH Act requires all communities who have a CoC to use an HMIS and codified into law the data collection requirements. The use of HMIS is a statutory requirement for recipients and subrecipients of the CoC and Emergency Solutions Grant (ESG).

Pathways is the Fulton County CoC's lead and have worked with the CoC since May 2020.

Scope of Work: As the CoC Lead, Pathways works with DCA and the Fulton County Department of Community Development, Homeless Division ("Homeless Division") and prepares COC HUD reports, tracks data trends, and provides training and technical assistance to Fulton County agencies that receive funds to support homeless services from CoC, Community Services Program (CSP), and ESG.

Community Impact: Pathways MISI assists the Homeless Division meet the requirements of the HEARTH Act.

Department Recommendation: The Department of Community Development recommends approval.

Project Implications: The Homeless Division does not have adequate staffing to support the HMIS management requirement of the GA 502 Fulton County CoC.

Community Issues/Concerns: None

Department Issues/Concerns: The Homeless Division is proposing to continue the outsourcing of the management of the HMIS to Pathways MSA with an option of annual renewals.

Contract Modification: This is a new request.

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*
Not Applicable

Exhibits Attached

Exhibit 1: Proposed Budget

Exhibit 2: Copy of Pathways MISI and Santa Monica, CA contract.

Exhibit 3: Contractor Performance Report

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

Stanley Wilson, Director, Community Development, (404) 612-7378

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
 Previous Adjustments: \$0.00
 This Request: \$119,402.29
 TOTAL: \$119,402.29

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:

461-121-HS22-1160: Grants, Community Development, Professional Services - \$119,402.29

Key Contract Terms	
Start Date: 12/01/2022	End Date: 11/30/2023
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

Report Period Start: 12/1/2022
Report Period End: 11/30/2023

Proposed Scope and Budget – Fulton County HMIS Administration

Pathways MISI proposes the following services to administer the Fulton County CoC HMIS implementation.

Data Services

- Conduct monthly data quality monitoring and produce data quality reports for HMIS participating agencies (up to 180 hours per year).

HMIS Administration

- Address in timely fashion all HMIS Issue Tickets submitted by Fulton County funded and non-funded agencies. Review and correct project setup issues as they emerge.
- Provide onsite Technical Assistance to agencies to address data quality concerns for upcoming Federal reports. Technical Assistance may be initiated by agency request and/or if the agency does not meet a predetermined data quality threshold, and/or as requested by Fulton County.
- Conduct and facilitate Fulton County CoC User Group Trainings/meetings every other month at a location and time approved by Fulton County.
- Assist with completion and submittal of federal reports.
- Assist with any Professional Services Orders (PSO) with Eccovia.
- Provide one full time (35 hours/week) staff position dedicated to Fulton County HMIS.
- Keep abreast of federal HMIS requirements and national best practices through attendance at industry conferences and HUD training sessions.

Training Development and Delivery

- Provide ongoing on demand HMIS data quality training to Fulton County Departments that provide services to the homeless and to other organizations within the Fulton County Continuum of Care that participate in the CoC's HMIS implementation. Develop additional data related training curricula as needed. (total effort: up to 100 hours per year).

Coordinated Entry

- Provide ongoing Coordinated Entry HMIS usage support in person, phone, email, online help portal or social media (up to 60 hours, portal provided by Pathways MISI).
- Provide ongoing on demand Coordinated Entry HMIS workflow training to Coordinated Entry lead organization staff and HMIS users that provide Coordinated Entry referrals. Develop additional Coordinated Entry training curricula as needed (total effort: up to 35 hours per year).

Analysis

- Analysis of HIC, LSA, SPM, PIT and other designated reports.
- Acceptance/update of the Statewide Data Quality Plan.

Technical Assistance, Comparable Database Selection and Implementation

- Provide victim services and legal services providers with the Fulton County CoC with technical assistance as they select and/or implement comparable databases as required by HUD (up to 6 hours).

Here is our proposed budget for the activities described above:

Ongoing Activities	Annual Cost
Data Services	\$8,825.40
HMIS Administration	\$25,008.00
HMIS Dedicated Staff	\$65,000.00
Conferences (travel and registration)	\$4,200.00
Equipment for Staff	\$500.00
Training Development and Delivery	\$6,584.00
Coordinated Entry Training and Support	\$4,849.21
Analysis	\$4,141.20
Technical Assistance, Comparable Database	<u>\$294.18</u>
	\$119,402.29

Total cost for the year commencing December 1, 2022, and ending November 30, 2023, will be \$119,402.29.

Hourly rates for any additional activities not described in this proposed budget narrative:

- Data Services and HMIS Administration – \$49.03 per hour
- Training Development and Delivery – \$65.84 per hour
- Analysis – \$69.02 per hour

FIRST MODIFICATION OF AGREEMENT NO. 10840 (CCS)

This First Modification of Agreement Number 10840 (CCS) (“First Modification”), entered into as of 12/23/2020 (“Execution Date”), by and between the City of Santa Monica, a municipal corporation (“City”), and Pathways Community Network Inc., dba Pathways Community Network Institute and Municipal Information Systems, Inc. (“CONSULTANT”) is made with reference to the following:

RECITALS

- A. On or about July 12, 2019 the City and CONSULTANT entered into Agreement Number 10840 (CCS) (“Original Agreement”) for CONSULTANT to provide systems administration support, data quality, custom reporting, and direct user training and support for the City’s licensed users of the Homeless Management Information System (“HMIS”), which the U.S. Department of Housing and Urban Development (“HUD”) requires all HUD-funded homeless programs to use when collecting data.
- B. On November 24, 2020, the City Council authorized the Community Services Department to modify the Original Agreement to increase the agreement price by \$280,000 for software licensing, custom programming, administration of the HMIS, and other professional services.
- C. Consistent with Council’s approval, City and CONSULTANT wish to modify the Original Agreement to expand the scope of the services and increase the not-to-exceed amount of the Agreement for City access to WellSky Corporation’s Service Point Software products, licenses, and custom programming under the Original Agreement, rather than under an agreement between the City and WellSky Corporation, to bring HMIS services under a single agreement and permit City to more efficiently manage HMIS services.
- D. City and CONSULTANT desire to enter into this Agreement upon the terms and conditions set forth below.

Now, therefore, the undersigned parties do hereby mutually agree to modify the Original new Agreement as follows:

TERMS AND CONDITIONS

1. Section 1 of the Original Agreement entitled, “Definitions” shall be deleted entirely and replaced with the following paragraphs:
 - 1.1 “Agency” means any agency, organization or group (including its employees, volunteers, affiliates, contractors, students, interns and associates) that has entered into an HMIS User Agreement with the City, which agreement is attached hereto as Exhibit D and incorporated herein by reference, and has been granted access to the HMIS.

- 1.2 “Affiliates” means, with respect to a Party, its parent company and subsidiaries and/or controlled corporations or entities which are directly or indirectly controlled by Party.
- 1.3 “Authorized User” means any individual who has completed training, signed a User Agreement, has been issued a User ID and password, and access to HMIS or otherwise is authorized access to the System under the terms of this Agreement.
- 1.4 “City Data” means all information and data provided or inputted by or on behalf of any Client Party for use with the System.
- 1.5 “Client Party” means City and each of its Affiliates, Authorized Users, and Third-Party Users.
- 1.6 “Contract Work Product” means all City Data and all information and data generated by CONSULTANT or any Client Party using City Data in relation to the performance of this Agreement, including aggregate data generated using City Data.
- 1.7 “Custom Software” means specifically modified reports, dashboard panels, or other features or modules of the Software provided by CONSULTANT for City as described in the Proposal, Scope of Services or other documents attached as exhibits to this Agreement.
- 1.8 “Data Security Breach” means the unauthorized acquisition, access, use or disclosure of Nonpublic Information that compromises the security, confidentiality or integrity of such information. The term, "Data Security Breach" shall not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts to penetrate computer networks or servers used in connection with the Services.
- 1.9 “Documentation” means all user guides, videos, embedded help text, and other reference materials generally furnished with respect to the System, whether in printed or electronic format.
- 1.10 “HMIS” means Homeless Management Information System.
- 1.11 “HMIS Policies and Procedures” means and refers to the City’s Policies and Standard Operating Procedures that set forth the terms of HMIS use for compliance with the HUD Standards.
- 1.12 “HMIS Uses and Disclosures” means the uses and disclosures of Protected Information that are allowed by the HUD Standards.

- 1.13 “HUD Standards” means and refers to the Department of Housing and Urban Development (HUD) Homeless Management Information Systems (HMIS); Data and Technical Standards Final Notice that HUD published in the July 30, 2004 Federal Register, Vol. 69, No. 146, pp. 45888 through 45934, or as amended.
- 1.14 “Non-public Information” means: (i) Protected Information (defined below); (ii) trade secrets; (iii) business information; and (iv) information City discloses, in writing, orally, or visually, to CONSULTANT, or to which CONSULTANT obtains access in connection with the negotiation and performance of the Agreement, and which relates to City, its employees, its third-party vendors or licensors, or any other individuals or entities that have made confidential information available to City or to CONSULTANT acting on City’s behalf, marked or otherwise identified as proprietary or confidential, or that, given the nature of the information, ought reasonably to be treated as proprietary or confidential.
- 1.15 “Party” in the singular refers to either of the parties to this Agreement, together with their Affiliates, while “Parties” in the plural refers to both the parties to this Agreement, together with their Affiliates.
- 1.16 “Permissions” means the username and password provided to City by CONSULTANT or by City to Authorized Users for each Authorized User, as the same may be modified under the System.
- 1.17 “Proprietary Rights” means worldwide intellectual and proprietary property owned and/or properly licensed by a Party and all intellectual or proprietary property rights subsumed therein, including copyright, patent, trademark (including goodwill), trade dress, trade secret and know-how rights.
- 1.18 “Protected Information” means information that identifies or is capable of identifying a specific individual, including but not limited to personally-identifiable information (“PPI”) and personal information as defined by California Civil Code § 1798.29 (g); Protected Health Information (“PHI”) as defined under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the HIPAA regulations (including, but not limited to 45 CFR § 160.103); medical information other than PHI; HMIS data subject to the HUD Standards; Cardholder Data (as currently defined by the Payment Card Industry Data Security Standard and Payment Application Standard Glossary of Terms, Abbreviations, and Acronyms); student records; or individual consumer or financial information that is subject to laws restricting the use and disclosure of such

information, including but not limited to Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Consumer Privacy Act of 2018 (AB No. 375, effective Jan. 1, 2020), the federal Gramm- Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g); the federal Fair and Accurate Credit Transactions Act (15 USC § 1601 et seq.) and the Fair Credit Reporting Act (15 USC § 1681 et seq.).

- 1.19 “Service Interruption” means that any Client Party is unable to access the System as provided herein, excluding (i) scheduled maintenance windows of which City is notified at least 24 hours in advance and which occur outside of normal business hours; (ii) scheduled repairs of not more than two hours duration in any one week period of which City is notified at least four hours in advance and which occur outside of normal business hours; (iii) critical repairs including security updates where advance notice cannot be reasonably provided and (iv) interruptions caused by transmission errors, Internet service providers, vandalism, Authorized User error or other factors beyond CONSULTANT’s or its direct Service Providers’ reasonable control.
- 1.20 “Service Provider” means a third-party service provider of City, CONSULTANT, and/or any of their Affiliates.
- 1.21 “Server” means and refers to the server(s) utilized by CONSULTANT for the System as defined in this Agreement. CONSULTANT shall, in accordance with the notice provisions set forth in this Agreement, keep the City’s Information System Department informed of the location and nature of the Server, in writing, throughout the Term of this Agreement.
- 1.22 “Service Recipient” means any recipient of services offered by an Agency.
- 1.23 “Software” means the object code version of the software products set forth in the Scope of Services and made available to City under this Agreement by CONSULTANT.
- 1.24 “Software Work Product” means software, programming, tools, documentation, and materials that are used, created, developed, or delivered by CONSULTANT to City in connection with Custom Software, and all Proprietary Rights subsumed therein.
- 1.25 “Scope of Services” means any statement of work entered into and mutually approved in writing by the parties pursuant to this Agreement,

including in particular but not limited to the Scope of Services, the Proposal, and any other documents attached as exhibits to this Agreement.

- 1.26 “System” means and refers to the fully integrated web-based system, including the software, modules, and subscription service provided to City as specified in the Scope of Services, including any and all Upgrades and Updates. The System shall be accessible by any Client Party via a designated web site or IP address to be provided to City by CONSULTANT.
 - 1.27 “Third-Party Technology” means proprietary technology of third parties that CONSULTANT provides, or enables access to, as part of the System.
 - 1.28 “Third-Party User” means any customer, consultant or Service Provider of any Client Party that is using or accessing the System on behalf of the Client Party.
 - 1.29 “Updates” and “Upgrades” means maintenance revisions, improvements, modifications, bug fixes, patches, corrections and enhancements to System provided or made available by CONSULTANT generally to its customers. The term “Updates” shall not include custom reports or enhancements for which CONSULTANT charges a separate or additional fee.
2. Section 3 of the Original Agreement entitled “CONSULTANT Services” shall be deleted entirely and replaced with the following paragraphs:
- 3. **CONSULTANT Services.** CONSULTANT will perform all of the services described in Exhibit A, Scope of Services, for the initial term. CONSULTANT will perform all of the services described in Exhibit A-1, Scope of Services, for the remaining terms of this Agreement. The services described in Exhibits A and A-1 are referred to collectively as “Services”. CONSULTANT will complete the Services in accordance with Exhibits B and B-1, Budgets.
 - 3.1 **Software License Grant.** CONSULTANT hereby grants to City a non-exclusive and nontransferable sublicense to use the System including all of the Software Licenses set forth in the Scope of Services. CONSULTANT represents and warrants that it possesses a perpetual, non-exclusive, non-transferrable license to use the System and has the right to sublicense the System under the Master License and Services Agreement between CONSULTANT and WellSky Corporation, including the Software Licenses set forth in the Statement of Services.
 - 3.2. **Software as a Service.** CONSULTANT agrees to provide or make available a fully integrated web-based System via a subscription service as described in

the Scope of Services and to grant any Client Party a non-exclusive right to access the System, including all Updates and Upgrades, via the Internet. Any Client Party may use the System solely for internal business of City in accordance with this Agreement, including the Scope of Services and Documentation.

3.3. System Maintenance and Support. CONSULTANT will maintain and support the System as set forth in the Scope of Services.

3.4. CONSULTANT Hosted System Model. CONSULTANT represents that pursuant to the Master License and Services Agreement between CONSULTANT and WellSky Corporation, the System and City Data will be hosted in a secure Internet accessible environment as described in the Scope of Services.

3.5. Users. City may license the System to the number of Authorized Users as set forth in the Scope of Services. Each Authorized User shall access and use the System (i) in accordance with the terms of this Agreement, including the Scope of Services, and Documentation, and, (ii) when applicable, through a unique and reasonably secure username and password as further described in the Documentation. The System allows City to grant different levels of access to Client Data, to different Authorized Users. It is City's responsibility to designate the applicable access to be granted to each Authorized User. City shall cause all Authorized Users to comply with all obligations of City hereunder, to the extent applicable to Authorized Users. Except for City's and its Affiliates' system administrators and where reasonably necessary for administrative or security purposes, no Authorized User may use the username/user identification or password of any other Authorized User.

3.6. Third Party Access. City shall also have the right for City and its Affiliates to permit Third Party Users to access or use the System in accordance with the terms and conditions of this Agreement, including the Scope of Services, provided that Third Party User has agreed in writing in advance to be bound by at least the same restrictions with respect to the System as City. City shall be responsible for ensuring the compliance of each Client Party with the terms and conditions of this Agreement and the applicable Scope of Services.

3.7. Security. CONSULTANT shall provide City with the ability to create, modify and assign Permissions required for each Authorized User to access the System. City shall be responsible for safeguarding the Permissions and otherwise complying with the password and security procedures that CONSULTANT may establish from time to time. City shall promptly notify CONSULTANT if City becomes aware that the security of its Permissions has been compromised.

3.8. Professional Services. During the term of this Agreement, CONSULTANT will make available to City Professional Services as set forth in the Scope of Services. City may also contract for expanded services for

additional days and hours in accordance with CONSULTANT's -current policies and prices. Notwithstanding the foregoing, CONSULTANT will not be obligated to provide any support required as a result of, or with respect to, City's operating systems, networks, hardware, or other related equipment of any Client Party use of the Services other than in accordance with the applicable Scope of Services and Documentation and as permitted under this Agreement.

3.9. Service Level. CONSULTANT shall provide the service levels set forth in the Scope of Services, including the 99.5% uptime requirement, and including response no less quickly than in accordance with the following priority levels:

- (a) A Level "A" Priority shall mean and refer to a System error that renders the System inoperable. CONSULTANT shall assign resources within the first hour and shall continue to work on the problem until the problem is resolved. Average resolution time shall be less than eight (8) hours.
- (b) A Level "B" Priority shall mean and refer to the detection of a System error that seriously impairs System operations but does not render the System inoperable. CONSULTANT shall assign resources within four (4) hours and continue to work on the problem until the problem is resolved.
- (c) A Level "C" Priority shall mean and refer to a minor problem, but of sufficient severity to warrant correction before the next scheduled Upgrade or Update. CONSULTANT shall assign resources sufficient to resolve the problem within no more than thirty (30) days.
- (d) A Level "D" Priority shall mean and refer to any other minor problems that do not severely affect the operation of the System. CONSULTANT shall incorporate corrections into the next scheduled Upgrade or Update.

3.10. Backup. CONSULTANT shall maintain a backup of all City Data as set forth in the Scope of Services and shall, on written request from City, provide a copy of the backup to City.

3.11. Copyright and Other Restrictions.

3.11.1 CONSULTANT Rights. CONSULTANT represents and warrants that it has a perpetual, non-exclusive license to use and sublicense the Software, Custom Software, Software Work Product and System, including all software programs contained therein. The System may contain intellectual property belonging to third parties. All such intellectual property is and shall remain the property of its respective owners. Except for the limited rights expressly granted herein, all right, title and interest in and to the Software, Custom Software, Software Work Product, and System are reserved to its respective owners, and, except as expressly granted herein, nothing contained in this Agreement shall be construed as conferring any right, title, interest or license with respect to the Software, Custom Software, Software Work Product or System upon any Client Party, by implication, estoppel or otherwise. In addition, City agrees and

acknowledges that CONSULTANT shall have an unlimited right to incorporate any updates, upgrades, or modifications to the Software, Custom Software and the System rendered through use thereof all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by any Client Party relating to the System. Nothing in this Section shall affect the ownership by City of any and all Contract Work Product or other City proprietary information.

3.11.2 Contract Work Product. City shall own all right, title and interest in and to the Contract Work Product, which shall never be deemed to be Software, Custom Software, System, or Software Work Product, even if delivered or incorporated therewith. CONSULTANT shall not be responsible or liable, in any way, for the deletion, destruction, damage or loss of any Contract Work Product through no fault of CONSULTANT without limiting CONSULTANT's liability to maintain backup data as set forth in the Scope of Services or CONSULTANT's obligations to maintain data security or in the event of a Data Security Breach as set forth in this Agreement.

3.12.3 Software Work Product. City expressly acknowledges and agrees that the Software Work Product shall not constitute work made-for-hire under the United States Copyright Act, and that CONSULTANT shall have the right to protect the Software Work Product by patent, copyright, or any other means. Software Work Product shall be made available to City as part of the System to the extent set forth in the Scope of Services, and City shall have no other right to use any Software Work Product.

3.13 System Warranty. CONSULTANT warrants that the System will perform in all material respects in accordance with the Scope of Services and any related Documentation when used in accordance with the terms of this Agreement on the hardware and with the third-party software specified by CONSULTANT from time to time. In the event of any breach by CONSULTANT of the warranty provided in this Section, CONSULTANT shall be required to repair or replace the nonconforming System, at CONSULTANT's sole expense, as described herein. CONSULTANT shall deliver to City a replacement System, a work-around and/or an error/bug fix as may be necessary to correct the nonconformity. If CONSULTANT is unable to repair or replace the nonconforming System through the remedy set forth above, then such remedy shall not be an exclusive remedy and City shall have all remedies available in law or equity.

3.14 Confidentiality. The parties acknowledge and agree that for the implementation and operation of the System, each Party (the "Receiving Party") may have access to certain Non-public Information, including Protected Information, that is exempt from disclosure to the public or other unauthorized persons under state and federal statutes. Each Party warrants and agrees as follows: (i) all

such Non-public Information shall be kept confidential and protected from disclosure to any persons other than employees, agents, officers or representatives of such Party who have a need to know; and (ii) all such Non-Public Information shall be held in the strictest of confidence and shall not be disclosed, disseminated or revealed to any other third party without the prior written permission of the Director of the City's Community Services Department and the City Attorney. Each Party shall ensure that its employees, officers, agents and representatives who are involved with this Agreement will be advised of the terms of this confidentiality clause and will be instructed that they are bound by this confidentiality clause. The following information shall not be considered Non-Public Information subject to this Section: (i) information that is publicly available or later becomes available other than through a breach of this Agreement or a Data Breach; (ii) information that is known to the Receiving Party or its employees, agents or representatives prior to its disclosure by the Disclosing Party or is independently developed by the Receiving Party or its employees, agents or representatives subsequent to such disclosure; or (iii) information that is subsequently lawfully obtained by the Receiving Party or its employees, agents or representatives from a third party without obligations of confidentiality.

3. Section 4 of the Original Agreement entitled "City Services" shall be deleted in its entirety and shall be replaced with the following paragraphs:
 4. **City Services.** The City agrees to:
 - 4.1 Make available to CONSULTANT any currently existing documents, data or information required for the performance of the Services.
 - 4.2 Designate a representative authorized to act on behalf of City.
 - 4.3 Promptly examine and render findings on all documents submitted for staff review by CONSULTANT.
 - 4.4 Maintain a HUD compliant privacy policy and ensure that HUD compliant privacy notices are posted at each service location where the System is used.
 - 4.5 Use due diligence and care in authorizing City employees and other organizations' employees, independent contractors, and volunteers to access and use the System. For purposes of this paragraph, "due diligence" means that the City shall ensure that persons will only be authorized to access and use the System after they have completed (to CONSULTANT's reasonable satisfaction) introductory and ongoing confidentiality and ethics training provided by CONSULTANT, have been deemed Authorized Users as provided in this Agreement, and conform to CONSULTANT requirements that prohibit the sharing of password or access codes. The City will not permit any person, who does not satisfy the foregoing requirements, to have access to the System.

4. Section 5 of the Original Agreement entitled, "Compensation" shall be deleted in its entirety and replaced with the following paragraph:

5. **Compensation.** CONSULTANT shall be compensated for Services performed pursuant to this Agreement in an amount not to exceed Eighty-Five Thousand Dollars (\$85,000) for the initial term, in accordance with Exhibit B, Budget. The total amount of compensation to be paid to CONSULTANT under this Agreement shall not exceed Seven Hundred and Five Thousand dollars (\$705,000) as set forth in Exhibit B-1, Budget.

5. Section 11 entitled, "Defense and Indemnification" shall be modified by adding the following subparagraph:

- 11.3 Infringement Claims.** CONSULTANT agrees to indemnify, defend, settle, or pay any third-party claim or action against any Client Party for infringement of any U.S. patent or copyright arising from City's use in accordance with this Agreement of the System. If the System or any part of the System is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, CONSULTANT shall, at its own expense, either: (i) procure for City the right to continue to use the System; or (ii) modify the System to make it non-infringing, provided that such modification does not materially adversely affect City's authorized use of the System; or (iii) replace the System with a functionally equivalent non-infringing program at no additional charge to City; or (iv) if none of the foregoing alternatives is reasonably available to CONSULTANT, terminate this Agreement and refund to City any prepaid but unearned fees paid to CONSULTANT.

6. Section 21 entitled, "Work Product; Reports" shall be modified by replacing the phrase "work product" with the phrase "Contract Work Product".
7. Section 27 entitled, "Data Retention" shall be modified by replacing the phrase "City Data" as it appears throughout this section and replaced with the phrase "Contract Work Product."
8. Section 33 entitled, "Exhibits" shall be deleted in its entirety and replaced with the following paragraph:

33. **Exhibits.** The following exhibits are incorporated by reference into this Agreement as though fully set forth herein.

Exhibits A -A1 Scope of Services

Exhibits B- B1 Budget

Exhibit C Insurance Requirements
Exhibit D HMIS User Agreements

9. Section 34 entitled, “No Third-Party Beneficiaries” shall be added to the Original Agreement and shall read as follows:

34. No Third-Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any party other than the Parties to this Agreement.
10. Section 35 entitled, “Severability” shall be added to the Original Agreement and shall read as follows:

35. Severability. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
11. Section 36 entitled, “Force Majeure” shall be added to the Original Agreement and shall read as follows:

36. Force Majeure. In the event of delays to the performance of obligations (other than payment obligations) due to circumstances beyond each party’s reasonable control, including without limitation, acts of God, fires, floods, earthquakes, wars, civil disturbances, terrorism, pandemic, or sabotage (a “Force Majeure Event”), each Party will have no liability for any such failure or delay to the extent that it promptly uses commercially reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations hereunder.

12. Except as expressly modified by this First Modification, all other terms and conditions of the Original Agreement shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Modification as of the date and year first written above.

ATTEST:

DocuSigned by:
Denise Anderson-Warren
E2F85B056A714C3...

Denise Anderson-Warren
City Clerk
12/24/2020

APPROVED AS TO FORM:

DocuSigned by:
George S. Cardona
ECB444B01A56432...

George Cardona
Interim City Attorney
12/23/2020

CITY OF SANTA MONICA,
a municipal corporation

DocuSigned by:
Lane Dilg
By: FEC6DBA8A0D3460...

Lane Dilg
Interim City Manager
12/23/2020

Pathways Community Network Inc dba Pathways MISI

DocuSigned by:
William Matson
By: 50C1672FF381489...

William Matson
Executive Director
12/23/2020

Exhibit A-1

Scope of Services

Pathways MISI will provide the City with ServicePoint system access, and management of the ServicePoint implementation in accordance with the Scope of Work detailed in Section A of the City of Santa Monica's Request for Proposals – Homeless Management Information System Consultant (214), Pathways MISI's response to the RFP, the [CoC Program Interim Rule](#), any other HMIS rules and guidance prescribed by HUD, and any additional requirements mandated by the City and the Continuum of Care. Activities will include:

HMIS System Access

Pathways MISI will provide persons authorized by the City with access to a dedicated ServicePoint implementation. Up to 265 persons may have user accounts at any one time between January and June 2021, and up to 170 beginning July 1, 2021. Pathways MISI may authorize additional persons to have a user accounts based on the current fee schedule under the effective Master License and Services Agreement executed in January 2021 between Pathways MISI and WellSky Corporation.

The following ServicePoint modules will be available to these users under the basic terms of this agreement: ClientPoint, SkanPoint, ShelterPoint/Unit Manager, ResourcePoint, Reports, Advanced Reporting Tool/Qlik. The following modules will be available at additional cost: Resource Directory/CommunityPoint, Eligibility Screener, Fund Manager, Billing Manager, SkynkPoint.

The ServicePoint system will be hosted in a secure internet accessible environment provided by WellSky, a data center with enterprise grade firewalls and secure access protection. WellSky adheres to the following backup process: daily incremental backups and weekly full backups. WellSky will test backup information as needed, but no less than quarterly, to verify media reliability and information integrity.

Pathways MISI will maintain and administer the ServicePoint implementation, creating and inactivating user accounts at the City's request, configuring agency and program records, conducting data quality and user activity audits, and developing reports.

HMIS Data Integration

Pathways MISI will facilitate data integration project planning meetings with the Continuum of Care Lead Agency (LAHSA - the Los Angeles Homeless Services Authority) and other stakeholders and will keep the City apprised of the project's progress and challenges. Pathways MISI will also ensure that integration files are provided to LAHSA on the schedule agreed upon by the City and the Continuum of Care.

To ensure data migrated to the Clarity system is accurate and complete, Pathways MISI will work with the City and HMIS users to define a data verification process to precede the creation of data migration files. Representatives from Pathways MISI will also work with LAHSA representatives to define a methodology for providing feedback on migration submissions. Feedback provided by LAHSA following each migration file submission will be shared with the City, and with HMIS users as appropriate.

Pathways MISI will provide the City with up to 110 hours of data integration assistance per year. Additional consulting hours will be available at rates listed in the contract budget.



System Administration

Pathways MISI will provide the City of Santa Monica with responsive, multi-modal HMIS support, training and technical assistance for 265 concurrent users, and will provide the City with HMIS reports development services on request.

Support: Santa Monica HMIS users will interact with the Pathways MISI support team by phone, email, and via online help portal or social media. Support will be provided during regular weekday business hours (9am to 5pm Pacific Time), except for federal holidays.

Data quality: Pathways MISI will produce for each HMIS participating agency periodic reports detailing additions and changes that need to be made to specific HMIS records to ensure acceptable data quality. A designated City staff member will receive copies of each report. Reports will be provided on a monthly basis until data quality reaches acceptable levels, and on a quarterly basis once acceptable data quality levels have been achieved.

Training: Pathways MISI will provide the City with a multi-modal HMIS training curriculum, including classroom training, online instruction, video-based tutorials and user guides/tip sheets. Pathways MISI will provide Santa Monica's HMIS users with on demand online training via the Bridge by Instructure Learning Management System (LMS), enabling people to be quickly certified to use the HMIS, without having to wait for the next scheduled ServicePoint class.

Pathways MISI will create and maintain a unique web page for Santa Monica HMIS users, where they can read local HMIS related announcements, download documents such as policies and procedures, register for training and access tutorials, guides and tip sheets.

Technical Assistance: When HMIS users still have questions after using the support and training resources above, Pathways MISI will provide them with one on one technical assistance, either on line (often incorporating computer screen sharing) or in person if Pathways MISI staff is conducting site visits in the City.

Pathways MISI will conduct site visits three times per year. During these visits, Pathways MISI staff will confer with City staff and will visit HMIS participating agencies as needed to provide face to face technical assistance, and to observe data collection processes and workflows for the purpose of continually improving HMIS support and training. All site visits must be approved in advance by City staff, and City staff will be invited to participate in all agency site visits.

Reports Development: Pathways MISI staff will assist the City with development of custom HMIS reports. Pathways MISI will provide the City with up to 26 hours of reports development services per year. Additional hours will be available at rates listed in the contract budget.

Data Needs and Technology Assessment

Pathways MISI will assist the City with data and technology insight and information when requested, up to 12 hours per year. Additional consulting hours will be available at rates listed in the contract budget.

Exhibit B-1

Budget

All recurring fees may be increased by Pathways MISI once annually commencing on July 2021 at a rate not to exceed five percent (5%). The preceding limitation shall not apply to any increase in fees attributable to City's acquisition of additional licensed software or services. The amount paid to Pathways MISI under the Original Agreement and First Modification shall not exceed \$705,000 over a five-year period, with future funding contingent upon City Council budget approval.

System Access

	Jan 2021 - Jun 2021	Jul 2021 - Jun 2022	Jul 2022 - Jun 2023	Jul 2023 - Jun 2024
Community Services – per user fee (reports access included)	39,973.00	50,695.00	53,230.00	55,892.00
Community Services – AIRS Taxonomy Subscription	225.00	473.00	496.00	521.00
Community Services – SSL Certificate	210.00	441.00	463.00	486.00
Community Services – Export Payload – HUD CSV	1,250.00	2,625.00	2,756.00	2,894.00
Community Services Module – Contact Center	2,625.00	5,513.00	5,788.00	6,077.00
Annual Estimated Totals, Software Licensing	44,283.00	59,747.00	62,733.00	65,870.00

Services

Because as of June 30, 2021 the number of WellSky Community Services end users will be reduced to 170 from the 265 specified in the City's original contract with Pathways MISI, we will, as of the same date, reduce the system administration fee charged to the City by an identical proportion.

	Jan 2021 - Jun 2021	Jul 2021 - Jun 2022	Jul 2022 - Jun 2023	Jul 2023 - Jun 2024
HMIS Data Integration Services (up to 100 hours per year)	3,796.10	7,592.20	7,592.20	7,592.20
System Administration (265 users first 6 mos, then 170 and up to 26 hours of reports development)	27,717.69	43,328.80	43,328.80	43,328.80
Data Needs/Technology Assessment (up to 12 hours per year)	414.42	828.84	828.84	828.84
Travel and lodging (estimated 3 site visits per year)	3,000.00	6,000.00	6,000.00	6,000.00
Contingency (10%)	3,492.82	5,774.98	5,774.98	5,774.98
Annual Totals, Services	38,421.03	63,524.82	63,524.82	63,524.82
Annual Estimated Totals, Software and Services	82,704.03	123,270.82	126,257.82	129,394.82

Additional System Access

	Jan 2021 - Jun 2021	Jul 2021 - Jun 2022	Jul 2022 - Jun 2023	Jul 2023 - Jun 2024
Community Services Module – Resource Directory	2,625.00	5,513.00	5,788.00	6,077.00
Community Services Module – Eligibility Screener	2,625.00	5,513.00	5,788.00	6,077.00
Community Services Module – Fund Manager	2,625.00	5,513.00	5,788.00	6,077.00
Community Services Module – Billing Manager	2,625.00	5,513.00	5,788.00	6,077.00
Community Services Module – SynkPoint *	2,625.00	5,513.00	5,788.00	6,077.00

* If SynkPoint data integration module is implemented, Pathways MISI systems vendor WellSky will assess data transfer fees, which will range from \$2,000 per year to

Exhibit B-1

Budget

\$20,000 per year depending on data transfer frequency. The City will reimburse Pathways MISI for these charges.

Additional Services

Custom Reports Development	\$49.03 per hour
Data and Technology Insight and Information	\$69.02 per hour
Data Integration	\$69.02 per hour
Training Development and Delivery	\$65.84 per hour
Sub-Consultants:	
Symmetric Solutions:	
Learning Management System Services	\$110.00 per hour
Integration Services	\$120.00 per hour
Upwork:	N/A
WellSky:	\$120.00 per hour

Exhibit C - Insurance Requirements and Verifications

Consultant shall procure and maintain for the duration of the Agreement insurance against claims that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

Minimum Scope and Limits of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury, with limits of no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (Insurance Services Office Form CG 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form CA 00 01 covering Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers’ Compensation:** Workers’ Compensation insurance as required by the State of California, with Statutory Limits and Employers’ Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease (see footnote #1).
4. **Technology Professional Errors and Omissions/Cyber Liability:** Insurance with a limit of not less than \$1,000,000 per occurrence or claim/\$2,000,000 in the annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, invasion of privacy violations, information theft, release of private information, alteration of electronic information, extortion, and network security. The policy shall also provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations. Further, the policy shall include, or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data or information “property” of the City of Santa Monica in the care, custody, and control of the Consultant.

If the Consultant maintains broader coverage or higher limits than the minimums shown above, the City of Santa Monica requires and shall be entitled to any broader coverage and higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Santa Monica.

Other Insurance Provisions

1. The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - a. **Additional Insured Status:** The City of Santa Monica, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations. CGL coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as Insurance Services Office Form CG 20 10 11 85, or if not available, through the addition of a combination of (1) CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and (2) CG 20 37).
 - b. **Primary Coverage:** For any claims related to this Agreement, the Consultant's insurance shall be primary coverage at least as broad as Insurance Services Offices Form CG 20 01 04 13 as respects the City of Santa Monica, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Santa Monica, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
 - c. **Notice of Cancellation:** Each insurance policy required herein shall state that coverage shall not be cancelled except after notice has been given to the City of Santa Monica.
 - d. **Waiver of Subrogation:** Consultant hereby grants to the City of Santa Monica a waiver of any right of subrogation which any insurer of said Consultant may acquire against the City of Santa Monica by virtue of payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Santa Monica has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Santa Monica. The City of Santa Monica may require the Consultant to purchase coverage with a lower deductible or retention or provide satisfactory proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Santa Monica.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in California with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City of Santa Monica.

Claims Made Policies

1. If the Professional Liability policy provides “claims made” coverage:
 - a. The Retroactive Date must be shown and must be before the date of this Agreement or the start of work.
 - b. The insurance must be maintained, and evidence of insurance must be provided for at least 5 years after completion of work.
 - c. If the policy is cancelled or not renewed, and not replaced with another “claims made” policy form with a Retroactive Date prior to the effective Agreement date, the Consultant must purchase “extended reporting” coverage for a minimum of 5 years after completion of work.

Verification of Coverage

Consultant shall furnish the City of Santa Monica with original certificates and amendatory endorsements (or copies of the applicable policy language effecting coverage provided by this clause). All certificates and endorsements are to be received and approved by the City of Santa Monica before work commences. However, failure to obtain required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City of Santa Monica reserves the right to require complete, certified copies of all required insurance policies, including the endorsements required herein, at any time.

Failure to Maintain Insurance Coverage

If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. The City of Santa Monica, at its sole option, may terminate this Agreement and obtain damages from the Consultant resulting from said breach. Alternatively, the City of Santa Monica may purchase such coverage (but has no special obligation to do so), and without further notice to the Consultant, the City may deduct from sums due to the Consultant any premium costs advanced by the City for such insurance.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein. All exceptions must be approved in writing by the Risk Manager.

Footnotes

- # 1: Workers’ Compensation insurance coverage is not required if the Consultant does not have employees. The Consultant must, however, execute the City’s Workers’ Compensation Coverage Exemption Declaration Form.



**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

Report Period Start	Report Period End	Contract Period Start	Contract Period End
04/21/2021	11/30/2022	04/21/2021	11/30/2022
Purchaser Order Number		Purchase Order Date	
Department – Department of Community Development			
Bid Number N/A		Service Commodity – Professional Services	
Contractor - Pathways Community Network			

Performance Rating

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

1. Quality of Goods/Services		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)
	0	
	1	
	2	
	3	
x	4	

2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/Change – On Time Completion Per Contract)	
	0		
	1		
	2		
	3		
x	4		
3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)	
	0		
	1		
	2		
	3		
x	4		
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – So Substitutions)	
	0		
	1		
	2		
	3		
x	4		
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)	
	0		
	1		
	2		
	3		
x	4		
Overall Performance Rating	4	Date	11/2/2022
Would you select/recommend this vendor again?	Yes		
Rating completed by:	Dawn Butler		
Department Head Name:	Stanley Wilson		
Department Head Signature			



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0077

Meeting Date: 2/1/2023

Department

Real Estate and Asset Management

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

Request approval of a Water Vault Easement Dedication of 477 square feet to Fulton County, a political subdivision of the State of Georgia, from Verizon Wireless, LLC, for the purpose of constructing the Verizon Roswell 1 MEC Project at 10325 Turner Road, Roswell, Georgia 30076.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The proposed Verizon Roswell 1 MEC Project, a commercial development, requires the installation of a water vault. Fulton County development regulations require that all new water line connections acknowledge Fulton County's legal access to the area(s) in which a water service line connection is being made prior to the issuance of a Land Disturbance Permit. The easement area to be conveyed to the County consists of 477 square feet and is located Land Lots 737 and 738 of the 1st District, 2nd Section of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None.

Department Issues/Concerns: None.

[BLANK SPACE ABOVE THIS LINE IS FOR THE SOLE USE OF THE CLERK OF SUPERIOR COURT]

THIS DOCUMENT MAY BE RECORDED ONLY BY PERSONNEL OF THE FULTON COUNTY LAND DIVISION

Return Recorded Document to:
Fulton County Land Division
141 Pryor Street, S.W. - Suite 8021
Atlanta, Georgia 30303

Project Name : Verizon Roswell 1 MEC
Tax Parcel Identification No.: 12275007370409
Land Disturbance Permit No.: 22-043WR
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

**WATER VAULT EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 1st day of November, 2022, between Verizon Wireless (VAW) LLC, a corporation duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor), and FULTON COUNTY, a Political Subdivision of the State of Georgia, party of the second part.

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned from the installation of a water vault, water meter, and appurtenances on subject property, and in consideration of the benefits which will accrue to the subject property from the installation of a water vault, water meter, and appurtenances on the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and assigns the right, title, and privilege of an easement on subject property located in land lot(s) 737 & 738 of the 2nd District, 1st Section (*if applicable*) of Fulton County, Georgia, and more particularly described as follows: To wit:

Verizon Roswell 1 MEC

Project Name

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

[BLANK SPACE ABOVE THIS LINE IS FOR THE SOLE USE OF THE CLERK OF SUPERIOR COURT]

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WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned from the installation of a water vault, water meter, and appurtenances on subject property, and in consideration of the benefits which will accrue to the subject property from the installation of a water vault, water meter, and appurtenances on the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and assigns the right, title, and privilege of an easement on subject property located in land lot(s) 737 & 738 of the 2nd District, 1st Section (*if applicable*) of Fulton County, Georgia, and more particularly described as follows: To wit:

Verizon Roswell 1 MEC

Project Name

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

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

For the same consideration, Grantor(s) hereby convey and relinquish to FULTON COUNTY a right of access over Grantor's remaining lands as necessary for FULTON COUNTY to perform maintenance and repairs on the water vault structure, water meter and appurtenances on both a routine and emergency basis.

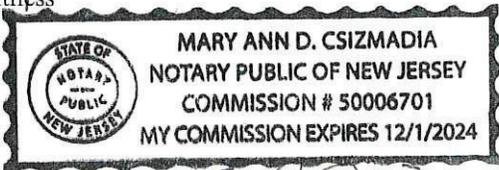
Grantor hereby warrants that it has the right to sell and convey this easement and right of access and binds itself, its successors and assigns forever to warrant and defend the right and title to the above described water vault easement unto the said FULTON COUNTY, its successors and assigns against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

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

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

Signed, sealed and delivered this 15th
day of November, 20 22
in the presence of:

Mickie P. Bess
Witness



Mary Ann D. Csizmadia
Notary Public

[NOTARIAL SEAL]

GRANTOR: Verizon
CORPORATE NAME

By: Laurie M. Gebhardt
Print Name: Laurie M. Gebhardt

Title: Director Network Engineering

By: _____
Print Name: _____

Title: _____

[CORPORATE SEAL]

All that tract or parcel of land lying and being in Land Lot 737, in the 1st District, 2nd Section, Fulton County, Georgia, and being more particularly described as follows:

Commencing at a 1-inch open top pipe found at the corner common to Land Lots 737, 738, 759, and 760; Thence leaving said common corner and continuing along the North line of Land Lot 737 South 86 degrees 56 minutes 39 seconds West a distance of 227.84 feet to an 1/2-inch rebar found on the Westerly right of way of Old Alabama Connector (having a variable width, publicly dedicated right of way), Thence leaving said Land Lot line and continuing along said right of way of Old Alabama Connector the following courses and distances: South 02 degrees 14 minutes 31 seconds East a distance of 224.18 feet to a 5/8-inch capped rebar set; South 02 degrees 14 minutes 33 seconds East a distance of 42.05 feet to a 5/8-inch capped rebar set; South 02 degrees 14 minutes 26 seconds East a distance of 15.77 feet to a 5/8-inch capped rebar set; South 82 degrees 59 minutes 40 seconds West a distance of 40.03 feet to a 5/8-inch capped rebar set; South 02 degrees 11 minutes 15 seconds East a distance of 131.56 feet to a 5/8-inch capped rebar set; North 87 degrees 10 minutes 26 seconds East a distance of 39.86 feet to a 5/8-inch capped rebar set; South 02 degrees 19 minutes 00 seconds East a distance of 158.37 feet to a point, said point being the TRUE POINT OF BEGINNING.

Thence South 02 degrees 19 minutes 00 seconds East a distance of 22.50 feet to a point; Thence South 88 degrees 00 minutes 00 seconds West a distance of 21.24 feet to a point; Thence North 02 degrees 00 minutes 00 seconds West a distance of 22.50 feet to a point; Thence North 88 degrees 00 minutes 00 seconds East a distance of 21.12 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said tract or parcel of land containing 0.011 acres (477 square feet).



LINE	BEARING	DISTANCE
L1	S02°14'26"E	15.77'
L2	S82°59'40"W	40.03'
L3	N87°10'26"E	39.86'
L4	S02°19'00"E	22.50'
L5	S88°00'00"W	21.24'
L6	N02°00'00"W	22.50'
L7	N88°00'00"E	21.12'

P.O.C.
CORNER COMMON
TO LAND LOTS
737, 738, 759,
& 760

APPROXIMATE
LAND LOT LINE

LAND LOT
737

S02°14'31"E
224.18'

S02°14'33"E
42.05'

S86°56'39"W
227.84'

CITY OF ALPHARETTA

CITY OF ROSWELL

OLD ALABAMA ROAD CONNECTOR
(VARIABLE WIDTH RIGHT OF WAY)
PUBLICLY DEDICATED

WATER METER EASEMENT EXHIBIT
10300 OLD ALABAMA ROAD CONNECTOR
ALPHARETTA, GEORGIA 30022

LAND LOT 737, 1ST DISTRICT, 2ND SECTION, FULTON COUNTY

JOB #: 213337

DATE: OCTOBER 10, 2022

N/F
VERIZON WIRELESSVAW, LLC.
PARCEL #12275007370409
D.B.-45273, PG-163

S02°11'15"E
131.56'

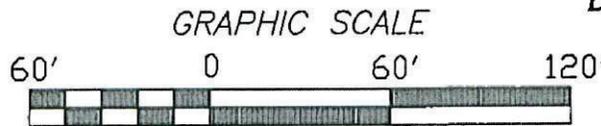
S02°19'00"E
158.37'

WATER METER
EASEMENT
0.011 ACRES
477 SQUARE FEET

P.O.B.



317 GRASSDALE ROAD
CARTERSVILLE, GA 30121
770-334-8186
WWW.LOWERYLANDSURVEYS.COM
INFO@LOWERYLANDSURVEYS.COM
GEORGIA C.O.A.: LSF-001102





Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0078

Meeting Date: 2/1/2023

Department

Superior Court Administration

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

Request approval of a recommended proposal - Superior Court Administration, 22RFP042A-CJC Consultant Services for Commission on Accreditation of Rehabilitation Facilities (CARF) Certification in the amount of \$16,636.00 with Mike Mamot, Sole Proprietor (Ashland, OR), to provide consultation services upon approval through December 31, 2023, with two (2) renewal options.

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

In accordance with Purchasing Code Section 102-374 and 102-375, all competitive sealed proposals shall be forwarded to the Board of Commissioners for approval.

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

Justice and Safety

Commission Districts Affected

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

Is this a purchasing item?

Yes

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

Superior Court recommends approval of consultant services for Commission on Accreditation of Rehabilitation Facilities (CARF). Superior Court Accountability Court is licensed as a Drug and Alcohol Treatment and Education Program (DATEP) with the Georgia Department of Community Health. The primary objectives of this proposal are to achieve CARF accreditation by June 2024 which will:

1. Allow Accountability Court to meet the requirements of DATEP licensure without an annual audit by the Georgia Department of Community Health.
2. Demonstrate Accountability Court's accountability and conformance to internationally accepted standards that promote excellence in services.
3. Demonstrate Accountability Court's commitment to efficiency, fiscal health, and service delivery.

Scope of Work: Through this contract, Mike Mamot will provide consultation services towards attainment of the Commission on Accreditation of Rehabilitation Facilities (CARF) Certification for mental health and substance abuse Intensive Outpatient Treatment for the Superior Court - Accountability Court Programs.

Community Impact: The Court Programs involved in this proposal provide intensive outpatient Substance Use Disorder (SUD) treatment and outpatient Mental Health Treatment to all program participants. Accountability Court is licensed as a **Drug and Alcohol Treatment and Education Program** (DATEP) with the Georgia Department of Community Health.

Department Recommendation: Superior Court Administration recommends approval of this contract.

Project Implications: The primary objective of this proposal is to achieve CARF accreditation by June 2024 which will:

1. Allow Accountability Court to meet the requirements of DATEP licensure without an annual audit by the Georgia Department of Community Health.
2. Demonstrate Accountability Court's accountability and conformance to internationally accepted standards that promote excellence in services.
3. Demonstrate Accountability Court's commitment to efficiency, fiscal health, and service delivery.

Community Issues/Concerns: There are no known issues or concerns related to this contract.

Department Issues/Concerns: Superior Court Administration has no concerns regarding this contract.

Contract Modification

New Procurement

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

Contract Value: \$16,636.00

Prime Vendor: Mike Mamot, (Sole Proprietor)

Prime Status: Non-Minority
Location: Ashland, OR
County: Jackson County
Prime Value: \$16,636.00 or 100.00%

Total Contract Value: \$16,636.00 or 100.00%
Total Certified Value: \$0.00

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

- Exhibit-1: Evaluation Committee Recommendation Letter
- Exhibit-2: Contractor Performance Memo

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

David Summerlin, Superior Court Administrator, 404.612.4529

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount: \$16,636.00
 Previous Adjustments: 0.00
 This Request: \$16,636.00
 TOTAL: \$16,636.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Agenda Item No.: 23-0078

Meeting Date: 2/1/2023

Funding Line 1:

100-450-4504-1160, General, Superior Court Administration, Professional Services - \$16,636.00

Key Contract Terms	
Start Date: Upon Approval	End Date: 12/31/2023
Cost Adjustment: N/A	Renewal/Extension Terms: 2, One Year Renewal Options

Overall Contractor Performance Rating: N/A

Would you select/recommend this vendor again? N/A

Report Period Start:
N/A

Report Period End:
N/A



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Director
Department of Purchasing & Contract Compliance

FROM: Evaluation Committee Recommendation Letter

DATE: September 16, 2022

PROJECT: 22RFP043A-CJC, CARF Certification Consultation Services

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of the Superior Court-Administration.

Two (2) qualified firms submitted proposals for evaluation and consideration for award of this project:

1. Independent Contractor
2. MVP Consulting Group

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by Independent Contractor with a total score of 84.00, is the recommended vendor for the award of 22RFP043A-CJC. CARF Certification Services.

Evaluation Committee Recommendation Letter

[Insert Date]

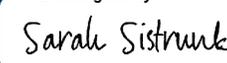
Page | 2

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:

CA25DDB41D3C44B...
John Collins
Director of Accountability Court
Superior Court-Administration

DocuSigned by:

276A075289E2415...
Sarah Sistrunk
Clinical Director
Superior Court-Accountability Court

DocuSigned by:

7864D0C2999D4E3...
Anthony Warren
Court Program Administration
Superior Court- Accountability Court

Evaluation Committee Recommendation Letter

[Insert Date]

Page | 3

EVALUATION CRITERIA	WEIGHT	Independent Contractor	MVP consulting Group
Project Approach	40%	33.33%	33.33%
Qualification of Key Personnel	15%	15%	11.25%
Relevant Project Experience/Past Performance	15%	13.75%	8.75%
Availability of Key Personnel	13%	11.92%	10.83%
Local Preference	5%	0.00%	0.00%
Service-Disabled Veterans Preference	2%	0.00%	0.00%
Cost Proposal	10%	10.00%	7.74%
TOTAL SCORE:	100.00	84%	71.91%



Superior Court of Fulton County
Atlanta Judicial Circuit
Lewis Slaton Courthouse
136 Pryor Street, SW
Suite C-640
Atlanta, Georgia 30303

Office of the Court Administrator

Telephone (404) 612-4529

MEMORANDUM

To: Felicia Strong-Whitaker, Director Purchasing & Contract Compliance

Through: Charlie Crockett, Chief Assistant Purchasing Agent

From: David Summerlin, Superior Court Administrator

Date: October 24, 2022

Re: RRP No. 22RFP042A-CJC – Consultant Services for Commission on Accreditation of Rehabilitation Facilities (CARF)

In response to the above reference request for proposals to provide *consultant services to facilitate the accreditation process to obtain CARF certification* for the Superior Court - Accountability Court, it is requested that services be established with Mike Mamot, Sole Proprietor, effective upon approval of the BOC, in accordance with County policies and procedures. This will be our first contract with Mr. Mamot.

c: John Collins, Director Accountability Court
Ryan Vice, Court Accountant Manager
Heather Henderson, Deputy Court Administrator



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0081

Meeting Date: 2/1/2023

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

Presentation of Proclamations and Certificates.

Proclamation recognizing “Holocaust Remembrance Day.” **(Hall)**

Proclamation recognizing “Big Brothers Big Sisters of Metro Atlanta National Mentoring Month.” **(Hall)**

Presentation of Certificates: Youth Commission Induction Ceremony. **(BOC)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0083

Meeting Date: 2/1/2023

Department

County Manager

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

Fulton County Jail Feasibility Report.

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

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

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



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0084

Meeting Date: 2/1/2023

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

Discussion: Consequences of the 2023 Budget Actions **(Pitts)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0045

Meeting Date: 1/18/2023

Department

Registration & Elections

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

Request approval of a Resolution amending the cost to be charged to municipalities who authorize Fulton County to conduct any or all of their municipal elections; and for other purposes. **(HELD ON 1/18/23)**

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

In accordance with Fulton County Code § 1-117, the Board of Commissioners has exclusive jurisdiction to exercise such powers as are granted by law or are indispensable to their jurisdiction over County matters and County finances.

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: Pursuant to O.C.G.A. § 21-2-45(c), municipalities are required to pay all costs a county incurs while conducting elections services requested by a municipality. The passage of Resolution 19-0630 at the August 7, 2019 Board of Commissioners meeting changed the calculation for municipal elections from a pro-rata share of registered voters to a set monetary amount per registered voter. The cost per registered voter calculation, however, does not cover the current election costs, therefore, the County is incurring costs for conducting municipal elections which should be paid by the municipalities. This resolution would amend the calculation from a set amount per registered voter and return it to a municipality's pro-rata share.

Scope of Work: Provide municipalities the cost to have Fulton County conduct their municipal election to allow each municipality to compare the cost when seeking an alternative to conduct their own election, if desired.

Community Impact: Registration & Elections staff is not aware of any community impact.

Department Recommendation: The Department of Registration and Elections recommends approval.

Project Implications: Registration & Elections staff is not aware of any project implication.

Community Issues/Concerns: Registration & Elections staff is not aware of any community impact or concerns.

Department Issues/Concerns: O.C.G.A. § 21-2-45(c) requires municipalities to pay all costs a county incurs while conducting the municipality's requested elections services. The current cost structure does not capture all the costs the County incurs for conducting said elections at the respective municipalities' request.

1 **A RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS**
2 **AMENDING THE COST TO BE CHARGED TO MUNICIPALITIES WHO**
3 **AUTHORIZE FULTON COUNTY TO CONDUCT ANY OR ALL OF THEIR**
4 **MUNICIPAL ELECTIONS; AND FOR OTHER PURPOSES.**
5

6 **WHEREAS**, the Fulton County Board of Registration and Elections (“BRE”) is the
7 entity empowered to supervise and conduct elections in Fulton County, Georgia (the
8 “County”) pursuant to 1989 Ga. Laws p. 4577; and

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

12 **WHEREAS**, O.C.G.A. § 21-2-45(c) empowers a municipality to, by ordinance,
13 authorize a county to conduct such elections; and

14 **WHEREAS**, O.C.G.A. § 21-2-45(c) requires municipalities to pay all costs a county
15 incurs while conducting the municipality’s requested elections services; and

16 **WHEREAS**, agreements between the County and its municipalities have been
17 utilized for conducting elections since the passage of Resolution 17-0628 at the August
18 2, 2017 meeting of the Board of Commissioners (the “BOC”) pursuant to which the BOC
19 directed that municipalities would pay the County based on the pro-rata share of
20 registered voters for requested County provided election services; and

21 **WHEREAS**, these agreements between the County and its municipalities are for
22 individual election cycles and new agreements are required for subsequent election
23 cycles if the municipalities authorize the County to conduct all or part of their election; and

24 **WHEREAS**, with the passage of Resolution 19-0630 at the August 7, 2019
25 meeting, the BOC changed the calculation for municipal elections from pro-rata share of
26 registered voters to a set monetary amount for each registered voter; and

1 **WHEREAS**, the costs associated with conducting general, special and runoff
2 elections are increasing and demand greater commitment and provision of resources by
3 the County; and

4 **WHEREAS**, in 2021, the total number of voters registered to vote in the County
5 was 819,926; and

6 **WHEREAS**, in 2021, the cost associated with conducting elections for these voters
7 was \$5,174,403.63; and

8 **WHEREAS**, in 2021, the total revenue paid to the County by municipalities for
9 municipal elections was only \$2,426,980.00; and

10 **WHEREAS**, the BOC recognizes the need to fairly apportion the costs of
11 conducting elections to all citizens and voters of the County and comply with the
12 requirements of O.C.G.A. § 21-2-45(c); and

13 **WHEREAS**, the BOC desires to implement a more accurate cost structure at the
14 start of the 2023 election cycle to ensure that municipalities pay all costs the County incurs
15 while conducting the municipalities' requested elections services; and

16 **WHEREAS**, the BRE has researched the issues related to the cost municipalities
17 pay for the County conducting their municipal elections and believes that the pro-rata
18 share approach better captures all costs incurred by the County in conducting said
19 elections over the specific cost per registered voter approach adopted in 2019; and

20 **WHEREAS**, the BOC agrees with the BRE's analysis.

21 **NOW THEREFORE, BE IT HEREBY RESOLVED**, by the Fulton County Board of
22 Commissioners that in even numbered years when the County is holding a regularly
23 scheduled federal, statewide or County Primary, Primary runoff, General Election or

1 General Election runoff, the County will pay the costs of conducting the election.

2 **BE IT FURTHER RESOLVED**, that in odd-numbered years when municipalities
3 hold regularly scheduled municipal general elections, municipalities requesting County
4 election services will pay an upfront pro-rata share of the cost of those services, based
5 on the municipalities' respective number of registered voters, but in the event of a
6 concurrent County election with overlapping territory, the County shall assume its own
7 pro-rata share of costs, with Election services to include a number of early voting sites to
8 be determined by the County.

9 **BE IT FURTHER RESOLVED**, that as part its budget process, the Board of
10 Registration and Elections shall include a line item identifying the expected costs to the
11 County to conduct municipal elections and this budget line item shall form the basis of the
12 pro-rata share the municipalities shall be required to pay in advance, no later than four
13 (4) months before the date of a scheduled municipal election, to the County when they
14 request the County conduct their municipal elections.

15 **BE IT FURTHER RESOLVED**, that if the pro-rata share cost calculations result in
16 payments in excess of the total cost of the election services which were requested by all
17 or some of the municipalities and provided by the County to the municipalities, such
18 excess payments shall be refunded to said municipalities upon request and on a pro-rata
19 basis.

20 **BE IT FURTHER RESOLVED**, that in odd-numbered years, the County will
21 coordinate with the municipalities in setting the dates of elections.

22 **BE IT FURTHER RESOLVED**, by the Board of Commissioners that this policy
23 shall be effective for all Fulton County municipalities beginning with elections in 2023 and

1 shall be used as the basis for any agreement with any municipality requesting County
2 election services.

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

6 **SO PASSED AND ADOPTED** by the Board of Commissioners of Fulton County
7 this 18th day of January 2023.

8 **FULTON COUNTY**
9 **BOARD OF COMMISSIONERS**

10
11 _____
12 Robert L. Pitts, Chairman
13

14
15 **ATTEST:**

16
17 _____
18 Tonya R. Grier, Clerk to the Commission
19

20 **APPROVED AS TO FORM:**

21
22
23 _____
24 Y. Soo Jo, County Attorney
25

26 [https://fc0365.sharepoint.com/sites/CountyAttorney/CALegislation/Elections/Resolutions/1.10.23 Resolution amending municipal
27 elections costs.docx](https://fc0365.sharepoint.com/sites/CountyAttorney/CALegislation/Elections/Resolutions/1.10.23%20Resolution%20amending%20municipal%20elections%20costs.docx)



INTEROFFICE MEMORANDUM

TO: Board of Commissioners
FROM: Office of the County Manager
DATE: January 17, 2023
SUBJECT: January 18, 2023 Meeting Presentation for
Agenda Item # 23-0045

Attached you will find the January 18, 2023 BOC Meeting presentation for the agenda item listed below.

23-0045 - Registration & Elections

Request approval of a Resolution amending the cost to be charged to municipalities who authorize Fulton County to conduct any or all of their municipal elections; and for other purposes.

Thank you



**FULTON
COUNTY**



DEPARTMENT OF REGISTRATION & ELECTIONS

MUNICIPAL ELECTION COST RESOLUTION

2019 MUNICIPAL COST RESOLUTION

With the conclusion of the 2022 General Elections, the Fulton County Department of Registration & Elections has diligently analyzed Election cost for all Election types.

The 2022 November and December Elections are the first General Elections to have all new legislative requirements in place to illustrate voter turnouts for Advance Voting and Election Day for future Elections.

Voter turnouts for all Election types from 2020 to 2022 were reviewed.

With this data, Fulton County Registration & Elections will continue to streamline processes for efficiency and Election cost reductions.

In the interim, Election Cost have increased since the Municipal Cost Resolution was established. Therefore, we are seeking approval to have the resolution revised to not have the County incur Municipal Election Cost.



2019 MUNICIPAL COST RESOLUTION CURRENTLY OUTLINES:

- » municipalities pay a cost per voter flat rate based on calculations of Election cost from **2017** Election Budgets
- » the resolution was to be re-evaluated upon the installation of the new voting equipment
- » the resolution is based on cost sharing with the County which contradicts election code

O.C.G.A. § 21-2-45(c) requires municipalities to pay all costs a county incurs while conducting the municipality's requested elections services



ELECTION COST INCREASES

The Election Budget has increased due to various factors throughout the years. Following are examples of increases outlined in the memo forwarded:

	2017	2019 ATLANTA DID NOT HAVE A MUNICIPAL	2021	2022 GENERAL ELECTION	DESCRIPTION OF INCREASE	2023 ADJUSTMENTS IF APPLICABLE
TOTAL ACTUAL NOVEMBER EXPENSES:	\$ 3,032,909	\$ 818,672	\$ 7,404,971	\$ 8,968,460		
Rent/Lease Equipment	\$ 57,678	\$ 25,983	\$ 243,841	\$ 329,208	Increase in vehicle rentals due to voting equipment size and legislative requirements. Example: 15 ft to 26 ft box trucks needed verses cargo vans. Rental vehicles needed to empty absentee ballot drop boxes daily verses on the last day of advance voting, per Senate Bill 202 (SB202) requirement	n/a
Rent/Lease Facility	\$ 43,681	\$ 15,535	\$ 92,434	\$ 115,969	Increase in Election Day polling locations	Cost should decrease as Election Day polling sites are reviewed for
Printing	\$ 44,565	\$ 11,748	\$ 235,375	\$ 319,169	Increase in quantity of ballot printing for emergency / provisional ballots forms and recaps sheets for new voting equipment	n/a
Photocopying	\$ -	\$ -	\$ -	\$ 1,150		
Office Supplies	\$ 65,080	\$ 28,691	\$ 146,596	\$ 95,215	New voting equipment requires purchase of printer ink cartridges, ballot paper, and seals for Ballot Marking Device (BMD)	n/a



COUNTY INCURRED COST

In 2021, Fulton County incurred **over \$2 million in election cost**, since the cost per voter rate is insufficient to cover Election cost.

PRIOR TO THE 2019 RESOLUTION:

- » Cost to each Municipality was based on percentages of Election cost
- » The County would draft a budget for the current year and municipalities would pay a percentage based on their number of registered voters.
- » The County would not incur cost and municipalities were refunded any unexpended funds.



REQUEST FOR RESOLUTION TO BE REVISED

Therefore, to not have the county incur cost in conducting Municipal Elections, Fulton County Registration & Elections is requesting approval to have the Municipal Cost Resolution revised

- » **Reverting to the percentage of election cost distribution based on the Municipalities number of registered voters**
- » **Reinstating refunds to Municipalities of unexpended funds**
- » **Elimination of a set cost per voter rate will allow the County to adjust the budget due to possible fluctuations in cost caused by legislative changes, vendor rates, etc.**
- » **Elimination of a set cost per voter will allow the Department of Registration & Election to continue to evaluate and implement cost reductions annually without continually revising the resolution**



MUNICIPALITY VOTING METHOD CHOICES

While Fulton County is happy to conduct Municipal Elections, Municipalities have the option to conduct their own election. They have the freedom to choose which method of voting works best for them. These options may allow for cost savings. County conducted Elections are not allotted these options.

County Conducted Election

The county conducts the election according to the Intergovernmental Agreement

Contracting Use of Voting Equipment

Contracting use of county owned state mandated voting machines without county involvement

Paper ballots – Optical Scan Count

Counting with use of the Optical Scanners with no county involvement

Paper ballots - Hand Count

Counting the ballots by hand with no county involvement

Shoup Machines

No county involvement

We encourage Municipalities to explore these options for cost saving measures



ELECTION BUDGET REDUCTIONS

The Fulton County Department of Registration & Elections will continue to review Election budgets for possible reductions for all Election types, including the 2023 Elections

Reverting to a percentage-based resolution cost will allow our Department to continually work on this process



QUESTIONS AND ANSWERS





Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0046

Meeting Date: 1/18/2023

Department

Information Technology

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

Request approval of a recommended proposal - Information Technology, 22RFP315692K-BKJ, Design, Development and Implementation of Employee Intranet Site in an amount not to exceed \$1,106,000.00 with Svanaco Inc., DBA Americaneagle.com (Des Plaines, IL), to create an internal-facing employee intranet portal that focuses on employee services and communications. Effective upon issuance of a Notice to Proceed and shall continue until the sooner of (a) a period of 18 months; (b) Final Acceptance; or (c) the Agreement is terminated as provided in the contract. 100% grant funded from ARPA. **(HELD ON 1/18/23)**

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

In accordance with the Purchasing Code Sections 102-374 or 102-375, all competitive sealed proposals shall be forwarded to the Board of Commissioners for approval.

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: The scope of work is to develop, design, and implement an employee intranet portal, as well as assist with enhancements and remediations to the public-facing internet site. As this initiative supports a remote workforce, IT proposes the use of American Rescue Plan Act funds as the funding source for the initiative.

The IT, External Affairs, Customer Services, and Diversity & Civil Rights departments have partnered

to implement a modern intranet and employee portal to facilitate information dissemination, decision making, collaboration and engagement. The intranet will bring its information and services to the employees wherever they are working and on whatever device they are using.

Fulton County employees currently use the “Employee Central” website to post information and documentation. The Employee Central website is underused and runs on outdated technology which poses security risks and does not meet the expectations of the required employee experience. This initiative provides an opportunity to build an intranet portal based on Fulton County employees’ experience and needs, thereby promoting employee engagement, communication, and collaboration.

Scope of Work: The scope of the initiative is to develop, design, and implement a digital workspace for Fulton County employees to disseminate information, communicate, and collaborate on strategic and tactical responsibilities. Additionally, it includes a mobile-friendly application that adapts continually to the changing needs and preferences of employees, businesses, and the enhancements and remediations for the public-facing internet site.

This is a new system and in accordance with County Purchasing Code Section 102-386 regarding intellectual property, the anticipated useful life of the intellectual property is a minimum of 10 years and the anticipated annual cost for maintenance & support agreement, service agreement and licensing fees in order to maintain the intellectual property over its useful life is estimated to be \$189,000 annually beginning 2024.

Community Impact: Enhancements and remediation for the public-facing website provides an improved digital experience for residents, businesses, and other agencies seeking information regarding Fulton County services.

Department Recommendation: IT recommends approval.

Project Implications: The project enhances a positive external facing web site and provides an internal employee portal service to amplify employee satisfaction and engagement.

Community Issues/Concerns: There are no issues/concerns to report.

Department Issues/Concerns: There are no additional concerns to report.

Contract Modification: This is a new procurement.

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

Contract Value: \$1,106,000.00

Prime Vendor: Svanaco Inc. DBA Americaneagle.com

Prime Status: Non-Minority

Location: Des Plaines, IL

County: Cook County

Prime Value: \$1,106,000.00

Total Contact Value: \$1,106,000.00 or 100.00%

Agenda Item No.: 23-0046

Meeting Date: 1/18/2023

Total Certified Value: \$0.00

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

Exhibit 1: Evaluation Committee Recommendation Letter

Exhibit 2: Contractor’s Performance Memo

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

Lateef Ashekun, Interim CIO, Information Technology, 404-612-0192

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	1,106,600.00
TOTAL:	1,106,600.00

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:

448-220-ARP1-VIRT: American Rescue Plan, Information Technology, Virtual Support - IT

Key Contract Terms	
Start Date: 1/1/2023	End Date: See contract terms
Cost Adjustment:	Renewal/Extension Terms: No renewals

Agenda Item No.: 23-0046

Meeting Date: 1/18/2023

Overall Contractor Performance Rating: New vendor

Would you select/recommend this vendor again?

Choose an item.

Report Period Start:

Report Period End:



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Director
Department of Purchasing & Contract Compliance

FROM: Evaluation Committee Recommendation Letter

DATE: October 13, 2022

PROJECT: 22RFP315692K-BKJ - Design, Development and Implementation of Employee Intranet Site

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of the Finance Department.

Eight (8) qualified firms submitted proposals for evaluation and consideration for award of this project:

1. AgencyQ
2. AgreeYa Solutions
3. Americaneagle.com
4. Cistech Consulting, LLC
5. Digital Tonic, LLC
6. DoZen Co
7. Mobikasa, LLC
8. WayPath

Upon completion of oral presentations the following firms were short listed:

Americaneagle.com
DoZen Co
Digital Tonic

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by **Americaneagle.com** with a total score of **85.92**, is the recommended vendor for the award of 22RFP315692K-BKJ - Design, Development and Implementation of Employee Intranet Site.

Evaluation Committee Recommendation Letter

October 13, 2022

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:
Jessica Corbitt _____
06EFC656439C4F9...

Director

DocuSigned by:
Marcelle English _____
1A2458DA0EFF4C4...

Digital Communications

DocuSigned by:
Brigitte Bailey _____
C7C702F0B69E46B...

Director

DocuSigned by:
Melissa Cutrell _____
67C385D4A23A4DA...

EEO Administrator

DocuSigned by:
Donna Sequerra _____
0BB7B5CCD2414D3...

Assistant CIO

DocuSigned by:
Sandra Flanigan _____
9973BF240ACE479...

Project Manager

Evaluation Committee Recommendation Letter

October 13, 2022

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EVALUATION CRITERIA	WEIGHT	AMERICANEAGLE.COM	DIGITAL TONIC	DOZEN CO
Technical Approach	30%	27.50	21.25	22.50
Qualifications of Key Personnel	20%	19.17	16.67	15.83
Relevant Project Experience	20%	17.50	13.33	16.67
Availability of Key Personnel	15%	13.75	10.00	10.63
Local Preference	5%	0.00	0.00	0.00
Service Disabled Veterans Preference	2%	0.00	0.00	0.00
Technical Score		77.92	61.25	65.63
Cost	8%	8.00	2.41	7.56
TOTAL SCORE:	100%	85.92	63.66	73.19



INTEROFFICE MEMORANDUM

TO: Elsa Castro, Chief Assistant Purchasing Agent
Felicia Strong-Whitaker, Director
Department of Purchasing & Contract
Compliance

THROUGH: Lateef Ashekun, Interim CIO, FCIT

FROM: Sandra Flanagan, Program Project Manager

Sandra Flanagan
Sandra Flanagan (Dec 7, 2022 15:39 EST)

DATE: December 7, 2022

SUBJECT: Design, Development, and Implementation of
Employee Intranet Site

Please be advised that Svanaco Inc DBA Americaneagle has never done business with the Department of Information Technology as a Purchasing Contract vendor.

Americaneagle Memo

Final Audit Report

2022-12-07

Created:	2022-12-07
By:	Yvonne Hanniford (yvonne.hanniford@fultoncountyga.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAetu_coAvux-GMik1eZZd040dmtNs6ZaB

"Americaneagle Memo" History

-  Document created by Yvonne Hanniford (yvonne.hanniford@fultoncountyga.gov)
2022-12-07 - 8:36:50 PM GMT
-  Document emailed to sandra.flanigan@fultoncountyga.gov for signature
2022-12-07 - 8:37:42 PM GMT
-  Email viewed by sandra.flanigan@fultoncountyga.gov
2022-12-07 - 8:38:32 PM GMT
-  Signer sandra.flanigan@fultoncountyga.gov entered name at signing as Sandra Flanigan
2022-12-07 - 8:39:21 PM GMT
-  Document e-signed by Sandra Flanigan (sandra.flanigan@fultoncountyga.gov)
Signature Date: 2022-12-07 - 8:39:23 PM GMT - Time Source: server
-  Agreement completed.
2022-12-07 - 8:39:23 PM GMT



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0085

Meeting Date: 2/1/2023

Department

External Affairs

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

Presentation of 2023 Legislative Session Update.

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

Request 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?

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: Presentation of 2023 Legislative Session Update

Community Impact:

Department Recommendation: Request Approval

Project Implications:

Community Issues/Concerns:

Agenda Item No.: 23-0085

Meeting Date: 2/1/2023

Department Issues/Concerns:



**FULTON
COUNTY**

**Fulton County Board of Commissioners
February 1, 2023**

**2023 State
Legislative Update**

Funding for a Behavioral Health Crisis Center

Equitable Property Tax Appeals Process

Senior Homestead Exemption Simplification

Effective & Efficient Justice System

Equal Access to Judicial Personnel Benefits



**FULTON
COUNTY**

**2023
State Legislative
Agenda**

Legislative Session Overview

- House Appropriations Subcommittees have continued to meet since Joint Appropriations meetings ended on January 19.
- Governor Brian P. Kemp presented his State of the State Address on January 25.

Fulton Legislative Delegation Overview

January 23, 2023 Election Results	
<i>House of Representatives</i>	<i>Senate</i>
Chair: Rep. Park Cannon (58 th)	Chair: Sen. Sonya Halpern (39 th)
Vice-Chair: Rep. Debra Bazemore (69 th)	Vice-Chair: Sen. Josh McLaurin (14 th)
Secretary: Rep. Esther Panitch (51 st)	Secretary: Sen. Horacena Tate (38 th)

- Fulton County will present the 2023 Legislative Agenda at the next Joint Delegation Meeting.

Primary Policy Priority: BHCC Funding

- Governor Kemp's Fiscal Year 2024 Budget includes \$5,688,919 to operate a Behavioral Health Crisis Center (BHCC) for adults within Fulton County.
 - We are tracking this funding in the House Appropriations Human Resources Subcommittee
- Serving as a regional facility, the BHCC would offer 15 crisis beds and 18 temporary observation chairs.
- Fulton County attended the Mental Health Policy Caucus meeting on January 25 to advocate for this funding.

Other Fulton County Priorities

- Rep. Roger Bruce (61st) is introducing a bill related to the Equal Access to Judicial Personnel Benefits priority, which will repeal a restriction that disallows Fulton County State Court Judges from accruing benefits on the County only portion of their salary.
- Sen. Sonya Halpern (39th) is introducing a bill related to the Senior Homestead Exemption Simplification priority which will eliminate the need for lowest income seniors over the age of 65 to renew their homestead exemption every two years.
- The Fulton County legislative team continues to finalize sponsorship for bills related to the remaining priorities: Equitable Property Tax Appeals Process and Codification of legal representation for minors in legitimation, dependency and termination cases.

Public Health

Bill #/Author	Description	Status
<p>HB 4 Behavioral Health and Development Disabilities, Department of; create and maintain electronic inpatient psychiatric bed registry Rep. Sandra Scott (76th)</p>	<p>This bill requires the Department of Behavioral Health and Developmental Disabilities to create, operate, and maintain an electronic inpatient psychiatric bed registry. The registry shall be a web-based resource to identify available psychiatric beds in Georgia categorized by patient gender, acuity, age, and diagnosis. The registry shall be accessible through the department's website. An advisory committee will be established to provide guidance on the creation, operation, and maintenance of the registry.</p>	<p>House Prefiled</p>
<p>HB 41 Mental health; emergency involuntary treatment for mental health and alcohol and drug dependency; revise procedures Rep. Lim Marvin (98th)</p>	<p>This bill amends Title 37 of the Official Code of Georgia Annotated, relating to mental health, so as to revise procedures regarding emergency involuntary treatment for mental health and alcohol and drug dependency; to require that physician's certificate or affidavits shall be affixed to the court order and become part of the patient's clinical record; and for other purposes.</p>	<p>Referred to House Public Health Committee</p>
<p>SB 1 COVID-19: Counties Cannot Require Proof of Vaccination Sen. Greg Dolezal (27th)</p>	<p>This bill removes the sunset date of June 30, 2023, for existing law which prohibits local governments from requiring proof of a COVID-19 vaccination in order to receive any government service or access to any facility.</p>	<p>Referred to Senate Health and Human Services Committee</p>
<p>SB 2 COVID-19: Permanent Liability Protection for Counties Sen. Greg Dolezal (27th)</p>	<p>This bill makes COVID-19 liability protection permanent for counties by removing the sunset date for existing law which provides protections to governments and businesses from claims that individuals contracted COVID-19 on their premises.</p>	<p>Referred to Senate Judiciary Committee</p>

State and Local Government

Bill #/Author	Description	Status
HB 31 Hazardous Waste Trust Fund Fee Dedication Rep. Debbie Buckner (137th)	This bill dedicates the state's hazardous waste management fee and the hazardous substance reporting fee to the Hazardous Waste Trust Fund (HWTF).	Referred to House Appropriations Committee
HB 42 Ad valorem tax; county tax commissioner duties; revise provisions Rep. Lim Marvin (98th)	This bill revises provisions concerning the duties of county tax commissioners with respect to the assessment and collection of municipal taxes and fees.	Referred to House Ways & Means Committee

Elections

Bill #/Author	Description	Status
<p>HB 17 Elections; sealing of ballots in secure containers Rep. Alan Powell (33rd)</p>	<p>This bill requires election workers who take custody of ballots to sign for such ballots and to place them in a locked transfer case. Additional chain of custody documentation and procedures are provided to enhance security.</p>	<p>Referred to House Governmental Affairs Committee</p>
<p>HB 48 Elections; district attorneys and solicitors-general of state courts be elected in nonpartisan elections Rep. Jesse Petrea (166th)</p>	<p>This bill amends Chapter 2 of Title 21 of the Official Code of Georgia Annotated, relating to primaries and elections generally, so as to provide that district attorneys and solicitors-general of state courts shall be elected in nonpartisan elections.</p>	<p>Referred to House Governmental Affairs Committee</p>

Resolutions

Bill #/Author	Description	Status
<p>HR 9 Urge GDOT study of safety and accidents relating to vehicle merging Rep. Debra Bazemore (69th)</p>	<p>This resolution urges the Georgia Department of Transportation (GDOT) to study safety and accidents relating to vehicle merging and to consider installing yield signs upon certain merging roadways.</p>	<p>Referred to House Transportation Committee</p>
<p>HR 10 House Study Committee on Public Water Systems Serving Disadvantaged Communities Rep. Mandisha Thomas (65th)</p>	<p>This resolution creates the five member House Study Committee on Public Water Systems Serving Disadvantaged Communities to study the quality of drinking water in small or disadvantaged communities.</p>	<p>Referred to House Energy, Utilities & Telecommunications Committee</p>
<p>HR 12 Urge Leadership in Georgia's counties; combat housing insecurity and homelessness Rep. Mandisha Thomas (65th)</p>	<p>This resolution urges leadership in all of Georgia's counties who have reported citizens living in a tent, box, sleeping bag, or other impromptu shelter as a permanent home solution to diligently work with certain nonprofit award recipients to combat housing insecurity and homelessness; and for other purposes.</p>	<p>Referred to House Urban Affairs Committee</p>

Legislative Calendar (SR 6), Events, & Special Days at the State Capitol

- Thursday, February 2: Legislative Day 12
- Monday, February 6: Legislative Day 13
- Tuesday, February 7: Legislative Day 14
- Wednesday, February 8: Legislative Day 15
- Thursday, February 9: Legislative Day 16
- Monday, March 6: Legislative Day 28 (Crossover Day)
- Wednesday, March 29: Legislative Day 40 (Sine Die)

- Thursday, February 16: [Fulton County Day at the Capitol](#)
- Thursday, March 9: [ACCG Legislative Breakfast](#)





Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0086

Meeting Date: 2/1/2023

Department

Human Resources Management

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

Request approval of a Resolution authorizing the Fulton County Sheriff to offer above the minimum salaries; authorizing a cost of living adjustment for certain employees of the Fulton County Sheriff; confirming the Fulton County Sheriff's authority to pay overtime pay as earned; directing an amendment to the Overtime Pay and Compensatory Time Personnel Policy (108-16); authorizing increased overtime pay; and for other purposes.

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

Civil Service Act of 1982, Fulton County Personnel Policy and Procedure #108-16 and other adopted HR Procedures.

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 Board approved funding in the FY2023 Budget for the Fulton County Sheriff to address continued challenges in recruiting and retaining employees via implementation of multiple compensation initiatives. The specific initiatives detailed in the Resolution are as follows:

- Overtime and Compensatory Time Personnel Policy 108-16 is revised to allow overtime pay and compensatory leave above the minimum rate of 1.5 when so approved by the Board of Commissioners.
- Sheriff may exercise option to pay his employees overtime pay as it is earned instead of accruing compensatory leave.
- Entry salaries increased to \$60,000 for Deputy Sheriffs.
- Entry salaries increased to \$54,000 for Detention Officers.
- Entry salaries increased to \$65,000 for Crime Suppression Investigators.
- Ensure a 5% difference in pay for higher ranked positions to prevent pay compression.
- Provide 5% COLA for Fulton County Sheriff's Office employees, other than those in the Crime Suppression Investigator, Deputy Sheriff and Detention officers series and other than those in time-limited positions.
- Authorize the Sheriff, at his discretion, to pay Crime Suppression Investigator, Deputy Sheriff and Detention officer employees overtime at a rate of two (2) times the employees regular hourly rate through December 19, 2023 unless a different end date is adopted by the Board of Commissioners

Community Impact: There is no community impact.

Department Recommendation: The department recommends approval.

Project Implications: There are no project implications.

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

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

1 **A RESOLUTION AUTHORIZING THE FULTON COUNTY SHERIFF TO OFFER**
2 **ABOVE THE MINIMUM SALARIES; AUTHORIZING A COST OF LIVING**
3 **ADJUSTMENT FOR CERTAIN EMPLOYEES OF THE FULTON COUNTY**
4 **SHERIFF; CONFIRMING THE FULTON COUNTY SHERIFF’S AUTHORITY TO**
5 **PAY OVERTIME PAY AS EARNED; DIRECTING AN AMENDMENT TO THE**
6 **OVERTIME PAY AND COMPENSATORY TIME PERSONNEL POLICY (108-**
7 **16); AUTHORIZING INCREASED OVERTIME PAY; AND FOR OTHER**
8 **PURPOSES.**

9
10 **WHEREAS**, the Fulton County Sheriff has requested that the Board of
11 Commissioners consider multiple compensation initiatives to ease the challenges and
12 obstacles in hiring and retaining employees; and

13 **WHEREAS**, despite the Board of Commissioners previously implementing a cost
14 of living adjustment (“COLA”) in 2022, the Fulton County Sheriff has continued to face
15 difficulties in retaining employees; and

16 **WHEREAS**, pursuant to the Fair Labor Standards Act (“FLSA”), the Fulton
17 County Overtime and Compensatory Time Personnel Policy (108-16) currently provides
18 that overtime pay, when paid, will be paid at one and one-half (1.5) an employee’s
19 regular hourly rate; and

20 **WHEREAS**, pursuant to the FLSA, Fulton County lawfully exercises the option to
21 provide compensatory time in lieu of paying overtime as it is earned; and

22 **WHEREAS**, according to the Fulton County Sheriff, providing compensatory time
23 in lieu of paying overtime as it is earned is not the prevailing practice for law
24 enforcement in competing jurisdictions and has exacerbated challenges in hiring and
25 retaining employees; and

26 **WHEREAS**, Fulton County’s Overtime and Compensatory Time Personnel
27 Procedure (108-16) provides that overtime pay may be offered for employees of elected
28 officials at the discretion of the applicable elected official; and

1 **WHEREAS**, the Fulton County Sheriff desires to pay his staff overtime pay as it
2 is earned instead offering compensatory time; and

3 **WHEREAS**, according to the Fulton County Sheriff, competing jurisdictions have
4 offered triple overtime pay, making it difficult for the Sheriff to hire and retain staff; and

5 **WHEREAS**, Fulton County personnel policies and budgetary constraints limit the
6 ability of the Fulton County Sheriff to unilaterally implement certain compensation
7 initiatives; and

8 **WHEREAS**, Fulton County desires to retain its workforce and not risk the loss of
9 valuable employees, especially in the areas of public safety and law enforcement, due
10 to compensation offerings in other counties; and

11 **WHEREAS**, unfilled public safety and law enforcement positions pose safety
12 risks, particularly at the Fulton County Jail; and

13 **WHEREAS**, the Board of Commissioners finds it necessary to implement
14 significant measures to facilitate attracting more candidates and retaining staff in the
15 Fulton County Sheriff's Office; and

16 **WHEREAS**, with the adoption of the 2023 budget, the Board of Commissioners
17 authorized funding for increased salaries for new and current deputies and detention
18 officers, a cost of living adjustment for certain employees of the Fulton County Sheriff,
19 overtime pay as earned in lieu of compensatory time for Fulton County Sheriff
20 employees, and double overtime pay only for employees in the deputy and detention
21 officer series.

22 **NOW, THEREFORE, BE IT RESOLVED**, effective February 1, 2023, the entry
23 salary offered to a deputy (Grade 17) may be at least \$60,000.00 per annum, an

1 amount within the current pay range, and the entry salaries offered for all higher
2 ranks/classifications within the deputy series (Grade 18 through Grade 32) may be
3 adjusted, where necessary, so that the pay spread between the lower and next higher
4 rank/classification is at least 5%.

5 **BE IT FURTHER RESOLVED**, effective February 1, 2023, the entry salary
6 offered to a detention officer (Grade 13) may be at least \$54,000.00 per annum, an
7 amount within the current pay range, and the entry salaries offered for all higher
8 ranks/classifications within the detention officer series (Grade 16 through Grade 26)
9 may be adjusted, where necessary, so that the pay spread between the lower and next
10 higher rank/classification is at least 5%.

11 **BE IT FURTHER RESOLVED**, effective February 1, 2023, the entry salary
12 offered to a crime suppression investigator (Grade 17) may be at least \$65,000.00 per
13 annum, an amount within the current pay range, and the entry salaries offered for all
14 higher ranks/classifications within the crime suppression investigator series (Grade 18)
15 may be adjusted, where necessary, so that the pay spread between the lower and next
16 higher rank/classification is at least 5%.

17 **BE IT FURTHER RESOLVED**, that salaries of existing employees in the deputy,
18 detention officer and crime suppression investigator series making less than the
19 applicable amounts above may be similarly raised if funding is identified in the 2023
20 budget.

21 **BE IT FURTHER RESOLVED**, that employees of the Fulton County Sheriff,
22 other than those in the deputy, detention officer and crime suppression investigator
23 series, shall receive a COLA of 5% effective February 1, 2023.

1 **BE IT FURTHER RESOLVED**, grant funds, to the extent available, shall be used
2 to pay the COLA for eligible employees of the Fulton County Sheriff in grant funded
3 positions.

4 **BE IT FURTHER RESOLVED**, the Finance Director is authorized to use funds in
5 the 2023 general fund budget to implement the COLA, including covering the cost of the
6 COLA for eligible employees of the Fulton County Sheriff in grant funded positions after
7 available grant funds have been exhausted.

8 **BE IT FURTHER RESOLVED**, that the COLA shall apply to the personal staff of
9 the Fulton County Sheriff unless he opts out of the COLA in writing for his personal
10 staff.

11 **BE IT FURTHER RESOLVED**, that this Resolution is an exception to the general
12 personnel rules regarding the method for offering higher than minimum salaries and
13 raising the salaries for existing employees and is specifically for the staff in the Sheriff's
14 Office in the manner prescribed herein.

15 **BE IT FURTHER RESOLVED**, that for as long as funding is available in the 2023
16 budget, going forward, the Sheriff may exercise the option under the Overtime and
17 Compensatory Time Personnel Procedure (108-16) to pay his staff overtime pay as it is
18 earned instead of accruing compensatory leave.

19 **BE IT FURTHER RESOLVED**, that the Overtime and Compensatory Time
20 Personnel Policy (108-16) shall be revised to allow overtime pay and compensatory
21 leave above the minimum rate of 1.5 provided by the FLSA when so approved by the
22 Board of Commissioners.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0087

Meeting Date: 2/1/2023

Department

Registration & Elections

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

Request approval of a statewide contract - Registration & Elections, SWC 99999-SPD-ES40199376IS-02, In-State Car Rental in an amount not to exceed \$47,501.04 with Enterprise Leasing of Georgia, LLC (Atlanta, GA) for the rental of box trucks and cargo vans to relocate to the new warehouse location at 5600 Campbellton Road, SW, Atlanta, Georgia 30331. Effective upon BOC approval.

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

In accordance with Purchasing Code Section 102-462, requests for approval of statewide contracts of more than \$100,000.00 shall be forwarded to the Board of Commissioners for approval.

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: Department of Registration and Elections recommends approval of statewide contract to provide rental of box trucks, passenger vehicles and cargo vans to move to the new warehouse location.

Scope of Work: The statewide contract will provide rental of cargo vans and box trucks to transport voting equipment to move to the new warehouse location.

Community Impact: Registration & Elections staff is not aware of any community impact.

Department Recommendation: The Department of Registration and Elections recommends approval.

Project Implications: The approval of statewide contract is needed for the rental of cargo vans and box trucks to transport voting equipment to meet relocation deadlines.

Community Issues/Concerns: Registration & Elections staff is not aware of any community impact or concerns.

Department Issues/Concerns: Registration & Elections staff does not have any issues or concerns.

Contract Modification: New Procurement

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

Click or tap here to enter text.

Exhibits Attached:

Exhibit 1: Pricing Sheet

Exhibit 2: Contractor Performance Report

Contact Information:

Nadine Williams, Director, Registration and Elections, 404-612-3130

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$47,501.04
TOTAL:	\$47,501.04

Grant Information Summary

Amount Requested:	<input type="checkbox"/>	Cash
Match Required:	<input type="checkbox"/>	In-Kind

Agenda Item No.: 23-0087

Meeting Date: 2/1/2023

Start Date:

Approval to Award

End Date:

Apply & Accept

Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

500-265-2650-C601: Capital, Registration & Elections, Central Warehouse Buildouts

Key Contract Terms	
Start Date: Upon approval	End Date: 4/30/2023
Cost Adjustment:	Renewal/Extension Terms: no

Overall Contractor Performance Rating: 3.0

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/1/2022

Report Period End:
7/31/2022



**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
January 1, 2022	Currently	January 1, 2022	Currently
Purchaser Order Number		Purchase Order Date	
22ENTER4722C-MH		04/07/2022	

Department		Registration & Elections	
Bid Number	Service Commodity		
SWC#9999-SPD-ES1993761S-02	In-State Car Rental		
Contractor			

ENTERPRISE RENT A CAR

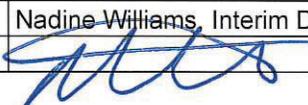
Performance Rating

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

1. Quality of Goods/Services	(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)
<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input checked="" type="radio"/> 3 <input type="radio"/> 4	Units are normally in good condition.

2. Timeliness of Performance	(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)
<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input checked="" type="radio"/> 3 <input type="radio"/> 4	Comments

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	Could be better.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
	0	We still have some concerns, around getting all the vehicles needed(currently still down one truck), also, all car rentals reserve one month in-advance are not available on pickup dates ,and also timely repairs trucks are taken for long time periods and no replacement.
	1	
<input checked="" type="radio"/>	2	
<input type="radio"/>	3	
<input type="radio"/>	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
<input type="radio"/>	0	Account manager is always readily available to provide and assist information where needed.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	3.00	Date	8/2/2022
Would you select/recommend this vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Rating completed by:	John Ross		
Department Head Name:	Nadine Williams, Interim Director		
Department Head Signature			

After completing the form:
 Submit to Purchasing
 Print a copy for your records
 Save the form

Submit

Print

Save

Temps for MOVE to Election Central in Union City- Q1 2023
MOVING costs- Registration & Elections Dept

Revised 1/12/23

Note> Start and end dates are based on the expected Move date of 03/01/23- provided by Tim Dimond, DREAM

Note> All positions will be staffed via Temp agency. Selected Dover Staffing agency and bid quote is for the costs shown herein. Enterprise rental quote was obtained as well.

1160 SALARIES - TEMPORARY (All will be TEMPS, no time limited FULCO)	#	PAY Rate	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	Costs (Formula)	Expected Start Date
<u>Election Coordinators & Assistants - TEMP</u>								
Regional Election Coordinator 1	1	\$ 18.50	\$ 24.79	\$ 37.19	80	0	\$ 1,983.20	02/21/23
Regional Election Coordinator 2- Lead	1	\$ 24.00	\$ 32.16	\$ 48.24	80	0	\$ 2,572.80	02/21/23
<u>VOTER EDUCATION / ADMIN - TEMP</u>								
Administrative Clerk	1	\$ 17.00	\$ 22.78	\$ 34.17	80	0	\$ 1,822.40	02/21/23
Voter Education Officers	4	\$ 20.00	\$ 26.80	\$ 40.20	80	0	\$ 8,576.00	02/21/23
<u>SUPPLIES & LOGISTICS EPC - TEMP</u>								
EPC Note> Move Voting Equipment; box up Inventory and supplies								
Systems Specialists	5	\$ 18.50	\$ 24.79	\$ 37.19	480	0	\$ 59,496.00	02/01/23
Executive Assistant	1	\$ 20.00	\$ 26.80	\$ 40.20	120	0	\$ 3,216.00	02/21/23
R&E Assistant-Logistics LEAD	2	\$ 18.00	\$ 24.12	\$ 36.18	480	0	\$ 23,155.20	02/01/23
R&E Assistant-Logistics	13	\$ 17.50	\$ 23.45	\$ 35.18	160	0	\$ 48,776.00	02/13/23
Drivers (CDL License)	6	\$ 25.00	\$ 33.50	\$ 50.25	120	0	\$ 24,120.00	02/21/23
Couriers	30	\$ 18.00	\$ 24.12	\$ 36.18	120	0	\$ 86,832.00	02/21/23
Courier - Fleet Coordinator	5	\$ 20.60	\$ 27.60	\$ 41.41	120	0	\$ 16,562.40	02/21/23
<u>REGISTRATION - TEMP</u>								
Executive Assistant	1	\$ 20.00	\$ 26.80	\$ 40.20	120	0	\$ 3,216.00	02/21/23
Courier- Mail Room	2	\$ 18.00	\$ 24.12	\$ 36.18	120	0	\$ 5,788.80	02/21/23
<u>ABSENTEE - TEMP</u>								

Absentee Specialists	4	\$ 16.00	\$ 21.44	\$ 32.16	80	0	\$ 6,860.80	02/21/23
Executive Assistant	1	\$ 20.00	\$ 26.80	\$ 40.20	80	0	\$ 2,144.00	02/21/23
Courier - Fleet Coordinator Mail Rm (VR/AB)	1	\$ 20.60	\$ 27.60	\$ 41.41	80	0	\$ 2,208.32	02/21/23
Courier- Mail Room	1	\$ 18.00	\$ 24.12	\$ 36.18	80	0	\$ 1,929.60	02/21/23
<u>ADVANCE VOTING LOCATIONS - TEMP</u>								
Advance Voting Trainer/Assistants	2	\$ 25.00	\$ 33.50	\$ 50.25	80	0	\$ 5,360.00	02/21/23
<u>1160 PROFESSIONAL SERVICES</u>							\$ 304,619.52	

1120 RENTAL EQUIPMENT

Enterprise Rental Quote:

Box Trucks 26ft with lift gate (12)- \$3,369.28 each monthly	MARCH 2023 ONLY	\$ 40,431.36	03/01/23
Cargo Vans (2)- \$3,534.84 each monthly	MARCH 2023 ONLY	\$ 7,069.68	03/01/23
		\$ 47,501.04	

Move Costs estimated Q1 2023 **\$ 352,120.56**

Notes>

Registration, Elections, Absentee, Advanced Voting, VEO,& Admin divisions all have file rooms which will need to be boxed up for move. Each of the divisions have separate file rooms to box up and prepare for the move. Supply rooms will need to be boxed up.

EPC & Phillip Lee warehouse will need to move all voting equipment, Inventory, and supplies. All permanent employees along with temps will need to box up all offices for the move.

Move Meeting Notes

Plan:

- *Move to Election Central starting 3/1/2023
- *DREAM should have the funds to provide for these move costs.
- *Server will move when our Perm staff moves- it has to move with us.

- *Shelving from Warehouse should be moved to Elections central.

Expected End date

03/07/23
03/07/23

03/07/23
03/07/23

04/25/23
03/14/23
04/25/23
03/14/23
03/14/23
03/14/23
03/14/23

03/14/23
03/14/23

03/07/23

03/07/23

03/07/23

03/07/23

03/07/23

03/31/23

03/31/23



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0088

Meeting Date: 2/1/2023

Department

Registration & Elections

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

Request approval of a statewide contract - Registration & Elections, SWC99999-001- SPD0000136, Temporary Staffing - Clerical & Light Industrial in an amount not to exceed \$304,619.52 with Dover Staffing, Inc. (Smyrna, GA) to provide temporary staffing services to assist in preparation for the move to the new warehouse location at 5600 Campbellton Road, SW, Atlanta, Georgia 30331. Effective upon BOC approval.

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

In accordance with Purchasing Code Section 102-462, requests for approval of statewide contracts of more than \$100,000.00 shall be forwarded to the Board of Commissioners for approval.

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: Department of Registration and Elections recommends approval of statewide contract to provide temporary staffing services to assist in preparation to the move to the new warehouse location.

Scope of Work: The statewide contract will provide supplemental staffing services to prepare and conduct the above-mentioned services.

Community Impact: Registration & Elections staff is not aware of any community impact.

Department Recommendation: The Department of Registration and Elections recommends approval.

Project Implications: The approval of statewide contract to provide temporary staffing services will ensure the Department meets the deadlines to relocate.

Community Issues/Concerns: Registration & Elections staff is not aware of any community impact or concerns.

Department Issues/Concerns: Registration & Elections staff does not have any issues or concerns.

Contract Modification: New procurement

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

Total Contract Value: \$304,619.52

Contract Value: \$304,619.52
Prime Vendor: Dover Staffing Inc.
Prime Status: African American Female Business Enterprise - DBE
Location: Atlanta, GA
County: Fulton County
Prime Value: \$304,619.52 or 100.00%
Subcontractor: None

Total Contract Value: \$304,619.52 or 100.00%

Total Certified Value: \$304,619.52 or 100.00%

Exhibits Attached:

Exhibit 1: Pricing Sheet

Exhibit 2: Contractor Performance Report

Contact Information

Nadine Williams, Director, Registration and Elections, 404-612-3130

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Agenda Item No.: 23-0088

Meeting Date: 2/1/2023

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$304,619.52
TOTAL: \$304,619.52

Grant Information Summary

Amount Requested: Cash
Match Required: In-Kind
Start Date: Approval to Award
End Date: Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

500-265-2650-C601 - Capital, Registration & Elections, Central Warehouse Buildout \$304,619.52

Key Contract Terms	
Start Date: Upon approval	End Date: 4/30/2023
Cost Adjustment:	Renewal/Extension Terms: no

Overall Contractor Performance Rating: 2.60

Would you select/recommend this vendor again?

Yes

Report Period Start: 3/31/2022
Report Period End: 5/30/2022

Temps for MOVE to Election Central in Union City- Q1 2023
 MOVING costs- Registration & Elections Dept

Revised 1/12/23

Note> Start and end dates are based on the expected Move date of 03/01/23- provided by Tim Dimond, DREAM

Note> All positions will be staffed via Temp agency. Selected Dover Staffing agency and bid quote is for the costs shown herein. Enterprise rental quote was obtained as well.

1160 SALARIES - TEMPORARY (All will be TEMPS, no time limited FULCO)	#	PAY Rate	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	Costs (Formula)	Expected Start Date
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ADVANCE VOTING LOCATIONS - TEMP								
Advance Voting Trainer/Assistants	2	\$ 25.00	\$ 33.50	\$ 50.25	80	0 \$	5,360.00	02/21/23
1160 PROFESSIONAL SERVICES							\$ 304,619.52	

1120 RENTAL EQUIPMENT

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Cargo Vans (2)- \$3,534.84 each monthly	MARCH 2023 ONLY		\$ 7,069.68	03/01/23
			\$ 47,501.04	

Move Costs estimated Q1 2023 **\$ 352,120.56**

Notes>

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Move Meeting Notes

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- *Move to Election Central starting 3/1/2023
- *DREAM should have the funds to provide for these move costs.
- *Server will move when our Perm staff moves- it has to move with us.
- *Shelving from Warehouse should be moved to Elections central.

Expected End
<u>date</u>

03/07/23
03/07/23

03/07/23
03/07/23

04/25/23
03/14/23
04/25/23
03/14/23
03/14/23
03/14/23
03/14/23

03/14/23
03/14/23

03/07/23

03/07/23

03/07/23

03/07/23

03/07/23



03/31/23

03/31/23



**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
3/31/2022	5/30/2022	3/31/2022	6/30/2022
Purchaser Order Number		Purchase Order Date	
22DOVER134205C-MH		3/31/2022	

Department: Registration and Elections

Bid Number	Service Commodity
SWC99999-001-SPD0000136	Staffing Services

Contractor: DOVER STAFFING, INC.

Performance Rating

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

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

<input type="radio"/>	0	Comments: Some staff did not have the requested computer skill level needed
<input type="radio"/>	1	
<input checked="" type="radio"/>	2	
<input type="radio"/>	3	
<input type="radio"/>	4	

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

<input type="radio"/>	0	Comments: Contractor made effort to be timely in responses and communication
<input type="radio"/>	1	
<input checked="" type="radio"/>	2	
<input type="radio"/>	3	
<input type="radio"/>	4	

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	Comments: Contractor was extremely professional and has developed a very amicable relationship with the department
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
	0	Comments: Contractor delivers a very high level of customer service
	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
<input type="radio"/>	0	Comments
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	

Overall Performance Rating	2.60	Date	06/10/2022
Would you select/recommend this vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Rating completed by:	Deputy Director		
Department Head Name:	Patrick Eskridge		
Department Head Signature			

After completing the form:
 Submit to Purchasing
 Print a copy for your records
 Save the form

Submit

Print

Save



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0089

Meeting Date: 2/1/2023

Department

Real Estate and Asset Management

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

Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC99999-001-SPD0000183-0006, Law Enforcement Vehicles for the Fulton County District Attorney's Office in an amount not to exceed \$579,825.00 with Wade Ford, Inc. (Smyrna, GA), to purchase 15 total 2023 Ford Explorer 4 door, 4 x 4, V-6 Engine law enforcement vehicles. This is a one-time procurement.

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

In accordance with Purchasing Code Section 102-462, requests for approval of statewide contracts of more than \$100,000.00 shall be forwarded to the Board of Commissioners for approval.

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background

Request approval of statewide contract to purchase 15 total 2023 law enforcement vehicles for the Fulton County District Attorney's Office.

Scope of Work: To purchase 15 total 2023 Ford Explorer 4 door, 4 x 4, V-6 Engine law enforcement vehicles for the Fulton County District Attorney's Office.

2023 Law Enforcement Vehicles Breakdown and Cost:

	Description	Unit Cost	New	Replacement	Total # Vehicles	Total Cost
1	2023 Ford Explorer 4 door, 4 x 4 V-6 Engine	\$38,655.00	15	0	15	\$579,825.00

The cost per vehicle includes a 3 year/36,000-mile maintenance warranty which covers the following vehicle components: engine, transmission, rear-wheel drive, front wheel drive, steering, brakes, front suspension, electrical, air conditioning and heating, high tech components, emission system components, audio, and safety system components. Everyday maintenance, fluids, lubrication, brake pads, wiper blades, etc. are not covered under the warranty.

Community Impact: The vehicles are used to accomplish the assigned tasks in the transportation of employees and equipment during daily operation and maintenance of various Departments within Fulton County.

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

Project Implications: The vehicles are used to accomplish the assigned tasks in the transportation of employees to perform daily operation.

Community Issues/Concerns: It is imperative that the County must have to reliable vehicles and equipment available to respond to emergencies or any situation day or night to serve the citizens of Fulton County.

Department Issues/Concerns: If this Statewide Contract is not approved, this will strain the County ability to meet and accomplish the daily operation of the District Attorney’s Office.

Contract Modification: This is a new request.

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

Contract Value: \$579,825.00
Prime Vendor: Wade Ford, Inc
Prime Status: African American Male Business Enterprise
Location: Smyrna, GA
County: Cobb County
Prime Value: \$579,825.00 or 100.00%

Total Contract Value: \$579,825.00 or 100.00%
Total Certified Value: \$579,825.00 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
- Exhibit 2: SWC Benefits Sheet
- Exhibit 3: Cost Proposal
- Exhibit 4: Statewide Justification Form

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
 Previous Adjustments: \$0.00
 This Request: \$579,825.00
 TOTAL: \$579,825.00

Grant Information Summary

Amount Requested: Cash
 Match Required: In-Kind
 Start Date: Approval to Award
 End Date: Apply & Accept
 Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

500-480-4800-1410: Capital, District Attorney, Equipment- \$579,825.00

Key Contract Terms	
Start Date: Upon BOC Approval	End Date: 12/31/2023

Cost Adjustment:	Renewal/Extension Terms: <input type="radio"/> time procurement
-------------------------	---

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

Report Period Start:

N/A

Report Period End:

N/A

Statewide Contract Information Sheet

Statewide Contract Number	99999-001-SPD0000183-0006	NIGP Code	07105
Name of Contract	Police Pursuit and Special Services Vehicles		
Effective Date	1/4/2022	Expiration Date	1/3/2024
Contract Table of Contents			
Vendors Awarded	7	Contract Information:	Mandatory Contract
Contract Information for Vendor			
Contract Summary Page			1
Wade Ford, Inc.			2
Additional Contract Information			
Contract Renewals/ Extensions/ Changes			3
Specifications			4
Line-Item Listing & Pricing			4
Ordering Instructions			5-6
Contract Administrator			7

Contract Information			
Statewide Contract Number	99999-001-SPD0000183-0006		
PeopleSoft Vendor Number	0000011786	Location Code	06
Vendor Name & Address			
Wade Ford, Inc. 3680 South Cobb Drive Smyrna, GA 30080 TIN: 58-1544317			
Contract Administrator			
Roger Moore Government Fleet Sales Telephone: 678-460-3881 Telephone: 678-303-3812 Email: rmoore@wade.com			
Contact Details			
Ordering Information	Wade Ford, Inc. 3680 South Cobb Drive Smyrna, GA 30080		
Remitting Information	Wade Ford, Inc. 3680 South Cobb Drive Smyrna, GA 30080		
Delivery Days	Coordinate Delivery Schedule upon Order		
Payment Terms	Net 30 days		
Bid Offer includes	State and Local Governments		
Acceptable payment method	ACH & Purchase Orders		

Contract Renewals/ Extensions/ Changes:

Base Term: 1/4/2022-1/3/2024

1st Renewal:

2nd Renewal:

3rd Renewal:

Specifications:

The specifications for all Police and Special Services Vehicles on this contract are the standard equipment as identified by the manufacturers. Standard Equipment can be found at <http://www.fleet.ford.com/showroom/police-vehicles/>

Line Item Listing and Pricing:

The list of vehicles available along with the pricing can be found as a separate document entitled "Police Vehicle Pricing" in Team Georgia Marketplace for each contract.

Wade Ford Police Vehicle Ordering Instructions

Statewide Contract Number: 99999-001-SPD0000183-00006

Supplier Name: Wade Ford, Inc. Government Sales Department

Awarded Vehicles: Pursuit Utility/Explorer, Expedition/MAX, F150 SSV/Electric/Hybrid, Transit Van Electric/Transport, Escape Hybrid

Supplier Customer Service:

Roger Moore, Government Sales Manager

Jarid Ison, Government Account Manager

Telephone: 678-460-3881 (Roger Moore)

678-303-3744 (Jarid Ison)

Email: rmoore@wade.com Roger Moore, Gov't Acct Sales Mgr
jison@wade.com Jarid Ison, Gov't Acct Mgr
rhammer@wade.com Rachael Hammer, Gov't Admin
po@wade.com *Please cc this email when sending PO's*

Ordering Instructions for Wade Ford, Inc.

Step 1: Customer contacts one of the above account managers, Roger or Jarid

Step 2: Customer informs the account manager which vehicle they want to order off Statewide Contract 99999-001-SDP0000183-0006

Step 3: Account Manager (Roger or Jarid) emails customer a Vehicle Order Worksheet (this worksheet will be an editable Excel spreadsheet).

Step 4: Customer returns Vehicle Ordering Worksheet with all information completed to include options marked and contact information.

Step 5: Dealer will verify order option content and return digitally signed form for customer to issue PO.

Step 6: Customer cuts PO and emails the PO and vehicle order form to Dealer Account Manager with cc to the PO email address. ** see below for additional PO instructions**

Step 7: Dealer will acknowledge receipt of PO, order units and send customer the vehicle factory order numbers (for build/delivery status follow-up)

Step 8: When unit(s) arrive from factory, dealer will process (stock in, cleanup...), bill out according to PO instructions and deliver to customer or upfit location.

If units are taken to upfit location, billing/title paperwork, extra keys will be sent overnight to customer along with delayed warranty start forms.

If units delivered to customer or picked up by customer at dealership, all paperwork and keys will be hand delivered with the units.

Step 9. Customer will inspect vehicles at delivery and if deficiencies are found, notify Wade Ford immediately.

Step 10: Payment will be processed and sent to Wade Ford. Preferred payment method is ACH/direct deposit. Paper checks will require a method of tracking. Net 30 is defined as payment received by Wade Ford not date payment sent.

****Email should include the PO number in subject line. PO must include billing/title information (no PO boxes), Point of contact including phone/email, delivery location with any unique delivery limitations (hours, security info...)**

NOTE: Customer MUST be able to make partial payments on a multi-vehicle PO as individual vehicles are delivered or issue a separate PO for each vehicle ordered because it is not possible to guarantee all vehicles to be built and ready to deliver at same time. If vehicle is being equipped with non-Ford equipment (i.e., emergency lights, specialized bodies...) base vehicle must be paid when unit delivered

DOAS Contact Information:

***See Team Georgia Marketplace, Search Contracts for 99999-001-SPD0000183, (Click Open Summary) for current Contract Management Specialist contact information.**



Department of
Administrative Services

Customer Focused, Performance Driven

Nathan Deal
Governor

Sid Johnson
Commissioner

The Georgia Department of Administrative Services, State Purchasing Division, has established a Statewide Contract for **Police Pursuit and Special Service Vehicles (Including Alternatively Fueled Vehicles)**, with the following suppliers:

<i>Alan Jay Automotive Management, Inc.</i>	<i>99999-001-SPD0000183-0001</i>
<i>Hardy Chevrolet, Inc.</i>	<i>99999-001-SPD0000183-0002</i>
<i>Akin Ford, LLC</i>	<i>99999-001-SPD0000183-0003</i>
<i>Family Ford, Inc.</i>	<i>99999-001-SPD0000183-0004</i>
<i>Allan Vigil Ford, Lincoln, Mercury, Inc</i>	<i>99999-001-SPD0000183-0005</i>
<i>Wade Ford, Inc.</i>	<i>99999-001-SPD0000183-0006</i>
<i>Ginn Motor Company</i>	<i>99999-001-SPD0000183-0007</i>

This is a **MANDATORY CONTRACT** for all State of Georgia governmental entities subject to the State Purchasing Act. The statewide contract is also available on a convenience basis to other Governmental Entities such as state authorities, local government, municipalities, cities, townships, counties and other political subdivisions of the State of Georgia.

The purpose of this contract is to provide fuel efficient and clean fuel police pursuit and special service vehicles for the following automotive vehicle manufacturers: Dodge, Ford and Chevrolet.

Key benefits of the contract include:

- Greatly Expanded Variety
- Competitive Pricing
- Payment Terms: Net 30
- Best value vehicle/supplier selection; award criteria considered total "life cycle costs" (required options pricing, delivery and prompt payment discount)
- V6 and V8 engine models available.
- Expanded Options listings;
- Options priced at dealer cost +1% or below.
- Custom delivery charges established by region.

PHONE: 404-656-5514 200 PIEDMONT AVENUE SE ⑩ SUITE 1820 WEST TOWER ATLANTA, GEORGIA 30334-9010 FAX:
404-656-6279

www.doas.georgia.gov



Prepared by: Roger Moore

10/10/2022

Wade Ford, Inc. | 3860 South Cobb Drive Smyrna Georgia | 30080

2023 Explorer 4dr 4x4 Base (K8B)

Price Level: 320

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$38,760.00
Options	\$0.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,495.00
Subtotal	\$40,255.00

Pre-Tax Adjustments

Code	Description	MSRP
GPC	Ford Government Price Concession	-\$1,600.00
Total		\$38,655.00

PO Amount

I have several of these in the order system. How many do you need?
Roger

Roger A.
Moore

Digitally signed by Roger A. Moore
DN: cn=Roger A. Moore, c=US, o=Wade Ford, Inc., ou=Fleet / Government Sales, email=rmoore@wade.com
Reason: I agree to the terms defined by the placement of my signature on this document
Date: 2022.10.10 16:24:16 -0400

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Roger Moore

10/10/2022

Wade Ford, Inc. | 3860 South Cobb Drive Smyrna Georgia | 30080

2023 Explorer 4dr 4x4 Base (K8B)

Price Level: 320

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
K8B	Base Vehicle Price (K8B)	\$38,760.00
Packages		
100A	<p>Equipment Group 100A</p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - Engine: 2.3L EcoBoost I-4 <i>Includes auto start-stop technology.</i> - Transmission: 10-Speed Automatic - 3.58 Non-Limited-Slip Rear Axle Ratio - GVWR: 6,160 lbs - Tires: P255/65R18 AS BSW <i>Includes mini spare.</i> - Wheels: 18" 5-Spoke Silver-Painted Aluminum - Cloth Captain's Chairs <i>Includes 8-way power driver's seat with power function for tilt and recline, 4-way manual front passenger seat with fore/aft and recline and 2-way manually adjustable driver and front passenger head restraints.</i> - Radio: AM/FM Stereo <i>Includes MP3 capability, 6 speakers, speed-compensated volume and SiriusXM radio with a 3 month prepaid subscription. Service is not available in Alaska and Hawaii. SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM radio inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM customer agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Trial subscriptions not available in Alaska and Hawaii.</i> - FordPass Connect <i>Includes 4G LTE Wi-Fi hotspot connects up to 10 devices with wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford, remotely start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status (FordPass Connect, the Ford Pass App., and Complimentary Connected Services are required for remote features (see FordPass terms for details). Connected Service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services excludes Wi-Fi hotspot.). Note: Ford Telematics and data services prep included for fleet only: FordPass Connect 4G Wi-Fi modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables telematics services through Ford or authorized providers. Activate at www.fleet.ford.com or call 833-FCS-Ford. (833-327-3673).</i> - SYNC 3 Communications & Entertainment System <i>Includes enhanced voice recognition, 8" LCD capacitive touchscreen in center stack with swipe capability, AppLink, 911 Assist, Apple Car Play and Android Auto compatibility and 1 "A" and 1 "C" USB ports in the media hub.</i> 	N/C
Powertrain		
99H	<p>Engine: 2.3L EcoBoost I-4</p> <p><i>Includes auto start-stop technology.</i></p>	Included
44T	Transmission: 10-Speed Automatic	Included
STDAX	3.58 Non-Limited-Slip Rear Axle Ratio	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Roger Moore

10/10/2022

Wade Ford, Inc. | 3860 South Cobb Drive Smyrna Georgia | 30080

2023 Explorer 4dr 4x4 Base (K8B)

Price Level: 320

As Configured Vehicle (cont'd)

Code	Description	MSRP
STDGV	GVWR: 6,160 lbs	Included

Wheels & Tires

STDTR	Tires: P255/65R18 AS BSW <i>Includes mini spare.</i>	Included
STDWL	Wheels: 18" 5-Spoke Silver-Painted Aluminum	Included

Seats & Seat Trim

7	Cloth Captain's Chairs <i>Includes 8-way power driver's seat with power function for tilt and recline, 4-way manual front passenger seat with fore/aft and recline and 2-way manually adjustable driver and front passenger head restraints.</i>	Included
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Other Options

PAINT	Monotone Paint Application	STD
119WB	119.1" Wheelbase	STD
STDRD	Radio: AM/FM Stereo <i>Includes MP3 capability, 6 speakers, speed-compensated volume and SiriusXM radio with a 3 month prepaid subscription. Service is not available in Alaska and Hawaii. SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM radio inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM customer agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Trial subscriptions not available in Alaska and Hawaii.</i>	Included

Includes:

- FordPass Connect

Includes 4G LTE Wi-Fi hotspot connects up to 10 devices with wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford, remotely start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status (FordPass Connect, the Ford Pass App., and Complimentary Connected Services are required for remote features (see FordPass terms for details). Connected Service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services excludes Wi-Fi hotspot.). Note: Ford Telematics and data services prep included for fleet only: FordPass Connect 4G Wi-Fi modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables telematics services through Ford or authorized providers. Activate at www.fleet.ford.com or call 833-FCS-Ford. (833-327-3673).

- SYNC 3 Communications & Entertainment System

Includes enhanced voice recognition, 8" LCD capacitive touchscreen in center stack with swipe capability, AppLink, 911 Assist, Apple Car Play and Android Auto compatibility and 1 "A" and 1 "C" USB ports in the media hub.

Emissions

425	50 State Emissions System	STD
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Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Roger Moore

10/10/2022

Wade Ford, Inc. | 3860 South Cobb Drive Smyrna Georgia | 30080

2023 Explorer 4dr 4x4 Base (K8B)

Price Level: 320

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles with the 3.3L Ti-VCT V6 FFV engine.	
Interior Color		
7N_01	Sandstone w/Cloth Captain's Chairs	N/C
Fleet Options		
YZ_02	Oxford White	N/C
SUBTOTAL		\$38,760.00
Destination Charge		\$1,495.00
TOTAL		\$40,255.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Roger Moore

10/10/2022

Wade Ford, Inc. | 3860 South Cobb Drive Smyrna Georgia | 30080

2023 Explorer 4dr 4x4 Base (K8B)

Price Level: 320

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

Accessories Warranty

Accessories warranty 36 months/36,000 miles

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

COOPERATIVE PURCHASING/STATEWIDE/GSA

USE JUSTIFICATION FORM

Department Name: Department of Real Estate and Asset Management

Contract # and Title: **Law Enforcement Vehicles-** Wade Ford, Inc. SWC#99999-001-SPD0000183-0006

Date: February 15, 2023

In order to utilize the use of cooperative purchasing, statewide or a GSA contract the User Department is responsible for providing the following justification information:

1. Provide justification for the use of the cooperative purchasing/ statewide/ GSA contract your department would like to utilize:

This contract will allow the County to purchase 15 total 2023 Ford Explorer 4 door, 4 x 4 V-6 Engine law enforcement vehicles for Fulton County District Attorney Office using the statewide contract, the County is able to save money by participating in volume buying.

The benefits of this contract are as follows:

- Super competitive pricing.
 - Fuel efficient and clean fuel police pursuit, administrative and special equipment.
 - Best value on expended options listings.
 - Provides customer delivery charges.
 - Best value vehicle/supplier selection; award criteria considered total "life cycle cost" (required options pricing, delivery and prompt payment discount)
 - Electric, Electric-Hybrid, Compressed Natural Gas, and Liquid Propane Gas Vehicles available.
2. Attach a copy of the cooperative purchasing/statewide/GSA contract document or the contract information.

See Attached

3. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value. Costs must be analyzed to ensure that the use is best value for the County. (check all appropriate)

X leveraging benefits of volume purchasing

X volume discounts

X service delivery requirement advantages

X reduction of cycle times

X enhanced service specification

Additional information:



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0090

Meeting Date: 2/1/2023

Department

Real Estate and Asset Management

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

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, Bid#22ITBC135696C-GS, Law Enforcement Vehicles for Fulton County in an amount not to exceed \$214,000.00 with Brannen Motor Company (Unadilla, GA), to purchase five (5) total 2023 Chevrolet Tahoe law enforcement vehicles for the Fulton County District Attorney's Office. This is a one-time procurement.

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

In accordance with Purchasing Code Section 102-373, all competitive sealed bids of more than \$100,000.00 shall be forwarded to the Board of Commissioners for approval.

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background Request approval to purchase five (5) total 2023 Chevrolet Tahoe law enforcement vehicles for Fulton County District Attorney Office.

Scope of Work: To purchase five (5) total 2023 Chevrolet Tahoe law enforcement vehicles for Fulton County District Attorney's Office.

2022 Law Enforcement Vehicles Breakdown and Cost:

	Description	Unit Cost	New	Replacement	Total # Vehicles	Total Cost
1	Chevrolet Tahoe 4- Wheel Independent Suspension Admin Pkg 250amp alternator 120v outlet in cargo area Brembo 6 piston front calipers Bluetooth Connectivity Remote keyless entry with 4 key fobs	\$42,800.00	5	0	5	\$214,000.00

The cost per vehicle includes a 3 year/36,000-mile maintenance warranty which covers the following vehicle components: engine, transmission, rear-wheel drive, front wheel drive, steering, brakes, front suspension, electrical, air conditioning and heating, high tech components, emission system components, audio, and safety system components. Everyday maintenance, fluids, lubrication, brake pads, wiper blades, etc. are not covered under the warranty.

Community Impact: The vehicles are used to accomplish the assigned tasks in the transportation of employees during daily operation within Fulton County.

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

Project Implications: It is imperative that the County must have to reliable vehicles and equipment available to respond to emergencies or any situation day or night to serve the citizens of Fulton County.

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

Department Issues/Concerns: If the purchase of these vehicles is not approved, this will strain the County ability to meet and accomplish the daily operation of the District Attorney’s Office.

Contract Modification No, this is a new procurement.

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

Contract Value: \$214,000.00

Prime Vendor: Brannen Motor Company

Prime Status: Non-Minority
Location: Unadilla, GA
County: Dooly County
Prime Value: \$214,000.00 or 100.00%

Total Contract Value: \$214,000.00 or 100.00%
Total Certified Value: \$0.00 or 0.00%

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

Exhibit 1: Bid Tabulation Sheet
 Exhibit 2: Contractor’s Performance Report

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: \$214,000.00
 TOTAL: \$214,000.00

Grant Information Summary

Amount Requested: Cash
 Match Required: In-Kind
 Start Date: Approval to Award
 End Date: Apply & Accept
 Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

500-480-4800-1410: Capital, District Attorney, Equipment- \$214,000.00

Key Contract Terms	
Start Date: Upon BOC Approval	End Date: 12/31/2022
Cost Adjustment:	Renewal/Extension Terms: <input type="radio"/> time procurement

Overall Contractor Performance Rating: No Rating

Would you select/recommend this vendor again?

Yes

Report Period Start:
N/A

Report Period End:
N/A

2022 LAW ENFORCEMENT VEHICLES FOR PALTM COUNTY									
NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	ESTIMATED COST	ESTIMATED DATE	STATUS	TYPE	DATE
1	2022 CHEVROLET TRUCK 3500 4DR EXT CAB 4X4	10	\$42,000.00	\$420,000.00	\$420,000.00	06/30/2022	AWARDED	VEHICLE	06/30/2022
2	2022 CHEVROLET TRUCK 3500 4DR EXT CAB 4X4	10	\$42,000.00	\$420,000.00	\$420,000.00	06/30/2022	AWARDED	VEHICLE	06/30/2022
3	2022 CHEVROLET TRUCK 3500 4DR EXT CAB 4X4	10	\$42,000.00	\$420,000.00	\$420,000.00	06/30/2022	AWARDED	VEHICLE	06/30/2022



INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM *JD*

DATE: January 24, 2023

SUBJECT: Contractor's Performance Report – Brannen Motor Company

The Contractor listed below have not received an evaluation due to the new Contract just been established and they are reverentially new Vendor to this Department. Once services have been rendered/or project completed, then a complete performance evaluation will be done by the Department representative (Project Manager):

PROJECT: 2022 Law Enforcement Vehicles for Fulton County

PROJECT NO.: 22ITBC135696C-GS

CONTRACTOR: Brannen Motor Company
1080 Second Street
Unadilla, GA 31091

POC: Mr. Jamey Reed

PHONE: (800) 999-9606

EMAIL: jamey@brannenmotors.com

If you have any questions, please contact Harry Jordan at (404) 612-5933

JD/TD/AS/KF/haj

C: Tim Dimond, Deputy Director, DREAM
Anthony Spencer, Administrator, DREAM
Kier Freeman, Fleet Manager, DREAM



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0091

Meeting Date: 2/1/2023

Department

Real Estate and Asset Management

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

Request approval of a recommended proposal - Department of Real Estate and Asset Management, 22RFPPARK050322C-MH, Parking Lot Management Services for Various Properties in Fulton County with Parking Company of America, Inc. (Atlanta, GA) to provide parking lot management services for three select Fulton County owned properties. Effective dates: January 1, 2023 through December 31, 2023, with two renewal options. This is a revenue generating contract.

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

In accordance with Purchasing Code Sections 102-374 and 102-375, all competitive sealed proposals shall be forwarded to the Board of Commissioners for approval.

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background

Scope of Work: This contract provides parking lot management services at the Auburn Avenue Branch Library, Buckhead Branch Library, and the Auburn Avenue Neighborhood Senior Center. Services include, but are not limited to, the following: assignment of onsite parking attendant (optional); installation of freestanding pay-terminal onsite at each subject location, installation of pavement markings as necessary, installation of appropriate onsite signage with emergency contact information, multiple daily inspections of parking lots to ensure compliance with parking rules, and

daily cleaning of parking lots.

Historically onsite parking at these locations has been problematic because of non-library patrons using available onsite parking for non-library and non-governmental purposes.

It is the intent of staff to mitigate the parking problems onsite at these County owned locations and generate revenue simultaneously. Pending approval of the Contract, the recommended firm will provide daily operational management of the three parking lots and make a monthly payment to Fulton County based on a percentage of revenue generated.

Community Impact: The overall community impact is to ensure the availability of onsite parking for patrons at three select Fulton County facilities. This Contract also includes a revenue share provision which will allow Fulton County to receive a percentage of the revenue that will be generated.

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

Project Implications: This contract includes provisions requiring the recommended parking lot management firm to provide all necessary labor, equipment, transportation, and materials necessary for daily parking lot management services at three select Fulton County owned locations. Consolidation of parking lot management services will improve the onsite parking experience for visiting patrons, onsite staff and generate revenue.

Community Issues/Concerns: Approval of this RFP is necessary to resolve the complaints have been received from the community about the lack of available onsite parking caused by some members of the public using available onsite parking for non-Fulton County related purposes. The RFP is being used to employ a parking lot management firm to manage onsite parking and to generate revenue.

Department Issues/Concerns: If this proposal is not approved, the Department of Real Estate and Asset Management does not have the capacity, or the expertise, to perform this service in-house. Employment of a parking lot management firm for the identified three locations is necessary to ensure there is available onsite parking for patrons and County staff.

Contract Modification: This is a new procurement.

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

Contract Value: \$Revenue Generating
Prime Vendor: Parking Company of America, Inc.
Prime Status: *Hispanic Male Business Enterprise*
Location: Atlanta, GA
County: Fulton County
Prime Value: \$Revenue Generating

Total Contract Value: \$Revenue Generating
Total Certified Value: \$Revenue Generating

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

No

Total Contract Value

Original Approved Amount:	Revenue Generating
Previous Adjustments:	Revenue Generating
This Request:	Revenue Generating
TOTAL:	Revenue Generating

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5201-6325: General, Real Estate and Asset Management, Revenue. "The Contract does not involve the payment of funds, in accordance with the terms of the agreement the parking lot management firm will share a percentage of revenue generated from daily operations".

Key Contract Terms	
Start Date: 1/1/2023	End Date: 12/31/2023
Cost Adjustment:	Renewal/Extension Terms: TV one-year renewal options

Overall Contractor Performance Rating: N/A

Would you select/recommend this vendor again?

Yes

Report Period Start:

N/A

Report Period End:

N/A



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Director
Department of Purchasing & Contract Compliance ^{DS} FSW

FROM: Evaluation Committee Recommendation Letter

DATE: November 15, 2022

PROJECT: 22RFPPARK050322C-MH, "Parking Lot Management Services for Various Properties in Fulton County"

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of the Finance Department.

Four (4) qualified firms submitted proposals for evaluation and consideration for award of the Financial Advisory Services for this project:

1. 12 Oaks Parking, LLC
2. Parking Company of America, Inc.
3. SP Plus Corporation
4. Lanier Parking Meter Services, LLC

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by **Parking Company of America, Inc.** with a total score of **94.63**, is the recommended vendor for the award of #22RFPPARK050322C-MH, "Parking Lot Management Services for Various Properties in Fulton County".

Evaluation Committee Recommendation Letter

November 15, 2022

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.

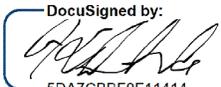
SELECTION COMMITTEE MEMBERS:

DocuSigned by:

EC8DAAE70B8D4C6...
Anthony Spencer, Fulton County DREAM

DocuSigned by:

FB1212D25D014DC...
Michael Ross, msr

DocuSigned by:

5DA7CBBF0F11414...
Kenneth Schierie Police Captain

DocuSigned by:

DC2693537A19489...
Michael Graham, Land Administrator

Evaluation Committee Recommendation Letter

November 15, 2022

Page | 3

EVALUATION CRITERIA	WEIGHT	12 Oaks Parking, LLC	Parking Company of America, Inc.	SP Plus Corporation	Lanier Parking Meter Services, LLC
Project Plan/Approach to Work	19	19	19	16.63	16.63
Qualification of Key Personnel	19	16.63	17.81	15.44	15.44
Relevant Project Experience/Past Performance	20	13.75	18.75	18.75	20
Availability of Key Personnel	15	15	14.06	13.13	12.19
Local Preference	5	5	5	5	5
Service Disabled Veterans Preference	2	0	0	0	0
Cost Proposal	20	10.39	20	9.82	11.43
TOTAL SCORE:	100.00	82.75	94.63	78.75	80.68

**To sum Total Score columns highlight the row and press F9*



INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM *JD*

DATE: December 27, 2022

SUBJECT: Contractor's Performance Report – Parking Company of America, Inc.

The Contractor listed below to our knowledge has never provided any professional goods or services to Fulton County's Department of Real Estate and Asset Management:

PROJECT: Parking Lot Management Services for Various Properties in Fulton County

PROJECT NO.: 22RFPPARK050322C-MH

CONTRACTOR: Parking Company of America, Inc.
157 Luckie Street NW
Atlanta, GA 30303

POC: Ms. Susana Chavez

PHONE: (404) 584-7057

EMAIL: SChavez@parkplaceparking.com

If you have any questions, please contact Harry Jordan at (404) 612-5933

JD/TD/MG/haj

C: Tim Dimond, Deputy Director, DREAM
Michael Graham, Land Administrator, DREAM



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0092

Meeting Date: 2/1/2023

Department

Real Estate and Asset Management

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

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 22ITB135741C-GS, Fire Sprinkler Protection System Maintenance Services in an amount not to exceed \$200,000.00 with VSC Fire & Security, Inc. (Norcross, GA), to provide fire sprinkler protection system maintenance services for Countywide facilities to be effective upon execution of contract through December 31, 2023, with two renewal options.

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

In accordance with Purchasing Code Section 102-373, all competitive sealed bids of more than \$100,000.00 shall be forwarded to the Board of Commissioners for approval.

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background Request approval of lowest bidder to provide fire sprinkler protection system maintenance services for Countywide facilities for FY2023.

Scope of Work: This contract furnishes all materials, parts, labor, equipment, and appurtenances necessary to provide three quarterly flow tests and verification of associated alarms; one annual inspection; testing and maintenance of sprinkler, fire pumps and hydrants; post tag at each Fire Department connection and system control valve; and inspection and testing for Fulton County facilities.

The Scope of Work also include copies of State of Georgia Certificate (Georgia Department of Insurance and Fire Safety calls for technicians/Inspectors to have NICET Level III Certification in Inspection and Testing of Water-Based Systems) or other acceptable forms of certification acceptable to the area having jurisdiction (City, State, etc.) to prove that they are qualified to perform maintenance on fire protection systems including fire pumps and dry systems.

Community Impact: This contract focuses on the safety of the buildings which are visited by citizens. This contract covers the annual maintenance and inspection of the fire sprinkler protection system in the buildings for any deficiency that may be observed that would put the building out of compliance. In addition, any corrective repairs that need to be conducted to maintain the systems in operation and ensure compliance with fire codes are provided under this contract.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of the lowest responsible bidder to provide fire sprinkler protection system maintenance services for Countywide facilities for fiscal year 2023.

Procedure for Basis of Award:

The recommendation for the award was based on the bidder's prices for quarterly, annual, and five year maintenance testing on various types of fire control systems (dry, control valves, flow switches, tampers and fire pumps) located throughout each facility; costs for winterization and fire hydrant testing in a few identified facilities; per hour labor cost for non-scheduled repairs by calculating the given estimated hours for annual labor charges; and trip service charges per call by calculating the given estimated number of trip charges and totaling up all costs for Based Bid Amount to determine the lowest responsible bidder(s) complying with the provisions of this ITB.

The recommendation was also based on the bidder's submittal of required professional certifications/licenses on fire sprinkler systems such as: State of Georgia Certificate (Georgia Department of Insurance and Fire Safety requires technicians/Inspectors to have current NICET Level III Certification in Inspection and Testing of Water-Based Systems or other acceptable forms of certification acceptable to the area having jurisdiction (City, State, etc.) to prove they are qualified to perform maintenance on fire protection systems including fire pumps and dry systems.

This is a time and materials contract. The requested total spending authority of \$200,000.00 covers the costs for replacement of all parts/components and labor for inspections and required maintenance repairs for fire protection systems including fire pumps and dry systems for Countywide facilities as well as any identified deficiencies that the County would be liable for the repairs. This contract also will allow the County to maintain operation with Contractor and ensure compliance with fire codes mandated by the State Fire Marshal for FY2023.

Historical Expenditures:

- FY2022: The County allocated/expenditures as of 12/29/2022, \$272,808.48
- FY2021: The County spent \$297,450.72
- FY2020: The County spent \$220,635.32
- FY2019: The County spent \$321,163.79

- FY2018: The County spent \$173,412.00
- FY2017: The County spent \$90,650.00

Project Implications: County facilities which have undergone inspection indicated the need for maintenance and testing of fire sprinkler protection system to be fully functional and compliant with fire codes and regulations. These are activities mandated by the State Fire Marshal and a requirement for accreditation of law enforcement agencies like the Sheriff's and Marshal's Departments.

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

Department Issues/Concerns: If this contract is not approved, the Department will not be able to provide the required maintenance and testing of fire sprinkler protection system in Countywide facilities and without testing to determine deficiencies in the systems, it will increase the risk potential for the County.

Contract Modification No, this is a new procurement.

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

Contract Value: \$200,000.00
Prime Vendor: VSC Fire & Security, Inc.
Prime Status: Non-Minority
Location: Norcross, GA
County: Gwinnett County
Prime Value: \$200,000.00 or 100.00%

Total Contract Value: \$200,000.00 or 100.00%
Total Certified Value: \$0.00 or 0.00%

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

- Exhibit 1: Bid Tabulation Sheet
- Exhibit 2: Contractor Performance Report
- Exhibit 3: Department Recommendation Memo

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.0
 Previous Adjustments: \$0.00
 This Request: \$200,000.00
 TOTAL: \$200,000.00

Grant Information Summary

Amount Requested: Cash
 Match Required: In-Kind
 Start Date: Approval to Award
 End Date: Apply & Accept
 Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5220-1116: General, Real Estate and Asset Management, Building Maintenance-\$130,000.00 "Subject to availability of funding adopted for FY 2023 by BOC"

Funding Line 2:

100-520-5221-1116: General, Real Estate and Asset Management, Building Maintenance-\$70,000.00 "Subject to availability of funding adopted for FY 2023 by BOC"

Key Contract Terms	
Start Date: 1/1/2023	End Date: 12/31/2023
Cost Adjustment:	Renewal/Extension Terms: TV renewal options

Overall Contractor Performance Rating: 4.00

Would you select/recommend this vendor again?

Yes

Report Period Start: 4/1/2022
Report Period End: 6/30/2022



**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
Purchaser Order Number		Purchase Order Date	
Department			
Bid Number		Service Commodity	
Contractor			
Performance Rating			
0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.		
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.		
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.		
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied		
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.		
1. Quality of Goods/Services		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)	
	0		
	1		
	2		
	3		
	4		
2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)	
	0		
	1		
	2		
	3		
	4		

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
	0	
	1	
	2	
	3	
	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
	0	
	1	
	2	
	3	
	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
	0	
	1	
	2	
	3	
	4	

Overall Performance Rating		Date	
Would you select/recommend this vendor again?			
Rating completed by:			
Department Head Name:			
Department Head Signature			

After completing the form:
 Submit to Purchasing
 Print a copy for your records
 Save the form



INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM *JD*

DATE: December 29, 2022

SUBJECT: Recommendation Award – ITB #22ITB135741C-GS, Fire Sprinkler Protection System Maintenance Services - FY2023

Recommendation: We are recommending approval of the lowest bidder for, ITB#22ITB135741C-GS, Fire Sprinkler Protection System Maintenance Services in the total amount of \$200,000 with VSC Fire & Security, Inc. (Norcross, GA), to provide fire sprinkler protection system maintenance services for Countywide facilities. Effective dates: from January 1, 2023 through December 31, 2023, with two (2) renewal options.

DISCUSSION: The recommendation for the award was based on the bidders' prices for quarterly, annual, and five year maintenance testing on various types of fire control systems (dry, control valves, flow switches, tampers and fire pumps) located throughout each facility; costs for winterization and fire hydrant testing in a few identified facilities; per hour labor cost for non-scheduled repairs by calculating the given estimated hours for annual labor charges; and trip service charges per call by calculating the given estimated number of trip charges and totaling up all costs for Based Bid Amount to determine the lowest responsible bidder(s) complying with the provisions of this ITB.

The recommendation was also based on the bidder's submittal of required professional certifications/licenses on fire sprinkler systems such as: State of Georgia Certificate (Georgia Department of Insurance and Fire Safety requires technicians/Inspectors to have current NICET Level III Certification in Inspection and Testing of Water-Based Systems or other acceptable forms of certification acceptable to the area having jurisdiction (City, State, etc.) to prove they are qualified to perform maintenance on fire protection systems including fire pumps and dry systems.

Recommendation:

The County received and evaluated two (2) bid responses to the solicitation. The County received and evaluated two (2) bid responses to the solicitation. VSC Fire & Security, Inc. submitted the overall lowest bid in the total amount of \$98,860.000, and Johnson Controls Fire Protection, LP submitted the next lowest bid in total amount of \$268,460.00. Therefore, after careful review, we recommend VSC Fire & Security, Inc. as the lowest responsible and

responsive bidder for the award, to provide fire sprinkler protection system maintenance services for Fulton County for FY2023.

Recommended Bidder	Base Bid Amount	Award Authority
VSC Fire & Security, Inc.	\$98,860.00	\$200,000.00

VSC Fire & Security, Inc. has a current contract with Fulton County and have performed very good as a Fire Sprinkler Protection Systems Contractor for Fulton County as stated in their performance report.

This is a time and materials contract. The requested total spending authority of \$200,000.00 is covering the cost for replacement of all parts/ components and labor for inspections and required maintenance repairs for fire protection systems including fire pumps and dry systems for Countywide facilities. Any identified deficiencies that the County is liable for the repairs; and this contract will allow us to maintain operation with Contractor and ensure compliance with fire codes mandated by the State Fire Marshal for FY2023.

Authorized Signature: *Joseph Davis*
Joseph N. Davis Date: 12/29/2022
(By Director/Deputy Director)

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

- Cc. Tim Dimond, Deputy Director, DREAM
- Mike Ross, Administrator, DREAM
- Vijay Nair, Building Maintenance Manager, DREAM
- Willie Perryman, Building Maintenance Manager, DREAM
- Mark Hawks, CAPA, Team C, Purchasing & Contract Compliance
- Gertis Strozier, APA, Team C, Purchasing & Contract Compliance
- Harry Jordan, Contract Management Administrator, Purchasing/DREAM
- Joanna Hernandez, Contracting Officer, Purchasing/DREAM



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0093

Meeting Date: 2/1/2023

Department

Arts and Culture

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

Request approval of a statewide contract - Arts & Culture Department, SWC# 99999-SPD-0000136-0008, Professional Temporary Staffing in the amount of \$105,000.00 with Corporate Temps Inc. (Norcross, Georgia) to provide temporary staffing services for the Arts & Culture Department. Effective upon BOC approval through June 30, 2023.

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

In accordance with Purchasing Code Section 102-462, requests for approval of statewide contracts of more than \$100,000 shall be forwarded to the Board of Commissioners for approval.

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

Arts and Libraries

Commission Districts Affected

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

Is this a purchasing item?

Yes

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

The Arts & Culture Department is recommending the Board of Commissioners approve Corporate Temps Inc. to serve in the capacity of providing professional part-time and temporary staffing for the department's programs and services. The Arts & Culture Department provides an array of programs and services to Fulton County residents through its Arts Centers, Public Art Program, and Contracts for Services Program. Designed to enhance the creative and artistic culture of the county, the department brings music, dance, theater, visual arts, and other art forms to children, teenagers, adults, and senior citizens. Through the department's programs, nonprofits, arts organizations,

schools, colleges and universities, cultural organizations, municipalities, and individual artists have been able to hone their crafts and reach more residents with their art forms. To ensure that Fulton County residents continue to receive quality services from the Arts & Culture Department, and to improve upon its current services, arts instructors with specialized art skills are needed, as well as part-time administrators and coordinators. By contracting with Corporate Temps Inc., the department will be able to meet its part-time staffing need and eliminate some of the challenges the department encountered while having temporary part-time staff on the County's payroll.

Scope of Work: The Arts & Culture Department is looking to enter into contract with Corporate Temps Inc. in expectation that the agency will provide the department with approximately 35 part-time staff members to provide services to the County's two Arts Centers and Downtown Main Office. The contract would cover a one-year period upon execution of the contract by the BOC.

Community Impact: With sufficient personnel to implement various arts-related classes and other programmatic and administrative services, the Arts & Culture Department will be able to effectively and efficiently provide arts services and programming to Fulton County residents

Department Recommendation: The Arts & Culture Department recommends approval of the statewide contract in order to increase its staffing in administrative and specialized arts, which are needed to implement the department's arts programs and services.

Project Implications: Without BOC approval, the Arts & Culture Department will not have sufficient staff to administer its programs. The deduction or loss of the department's arts programs would negatively impact Fulton County residents

Community Issues/Concerns: The community has indicated a desire for the County to continue its arts-related programs. Without proper staffing, the Arts & Culture Department will not be able to provide Fulton County residents with the services they desire and deserve.

Department Issues/Concerns: The Arts & Culture Department is concerned that without the number of skilled and specialized part-time staff needed to implement its programs, the department will be unable to attain its goal of taking art to the community in large measures.

Contract Modification: This is a new procurement

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

Contract Value: \$105,000.00

Prime Vendor: Corporate Temps, Inc.
Prime Status: African American Male Business Enterprise
Location: Norcross, GA
County: Gwinnett County
Prime Value: \$105,000 or 100.00%

Total Contract Value: \$105,000 or 100.00%
Total M/FBE Value: \$105,000 or 100.00%

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

- Exhibit 1: Contract Performance Report
- Exhibit 2: Fully Executed Extension 062922
- Exhibit 3: Corporate Temps Fulton Co Arts Culture 2023 Quote

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

David Manuel, Director, Arts & Culture Department, 678-428-0290

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
 Previous Adjustments: \$0.00
 This Request: \$105,000.00
 TOTAL: \$105,000.00

Grant Information Summary

Amount Requested: Cash
 Match Required: In-Kind
 Start Date: Approval to Award
 End Date: Apply & Accept
 Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

100-181-1810-1160: General Fund, Arts and Culture, Professional Services - \$105,000

Key Contract Terms	
Start Date: Upon BOC Approval	End Date: 6/30/2023

Agenda Item No.: 23-0093

Meeting Date: 2/1/2023

Cost Adjustment:	Renewal/Extension Terms: N renewal option
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Overall Contractor Performance Rating: 15

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/1/2022

Report Period End:
12/31/2022

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT
PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
01/01/2022	12/31/2022	01/01/2022	12/31/2022
PO Number		PO Date	
22CORPTEMP0223B-EC		03/17/2022	
Department	Arts & Culture		
Bid Number	99999- SPD0000136-0008		
Service Commodity			
Contractor			

0 = Unsatisfactory	<i>Achieves contract requirements less than 50% of the time, not responsive, effective and/or efficient, unacceptable delay, incompetence, high degree of customer dissatisfaction.</i>
1 = Poor	<i>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.</i>
2 = Satisfactory	<i>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.</i>
3 = Good	<i>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.</i>
4 = Excellent	<i>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.</i>

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

0
 1
 2
 3
 4

Comments:

Points of contact have been shared with the company on several occasions however invoices on several occasions have gone to others in the department in error, which has delayed our processing. We have devised a course of action internally to catch the invoices when this occurs.

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:

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

0
 1
 2
 3
 4

Comments:

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

0
 1
 2
 3
 4

Comments:

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

- 0
- 1
- 2
- 3
- 4

Comments:

Overall Performance Rating: 15		
Would you select/recommend this vendor again? (Check box for Yes. Leave Blank for No)	Rating completed by:	Dr. Joycelyn Fowler, Deputy Director
<input checked="" type="radio"/> Yes <input type="radio"/> No		
Department Head Name	Department Head Signature	Date
David Manuel/Joycelyn Signing		12/16/2022



**CONTRACT AMENDMENT # 7
EXTENSION # 1**

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	CORPORATE TEMPS 2000
Contract No.:	99999-001-SPD0000136-0008
Solicitation Title/Event Name:	Temporary Staffing Services
Contract Award Date:	July 1, 2017
Current Contract Term:	July 1, 2021 – June 30, 2022

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to extend for an additional term of twelve months, to establish the pricing schedule for this statewide contract and to modify the insurance requirements.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	July 1, 2022
End Date of New Contract Term:	June 30, 2023

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to extend the contract for an additional period of time.

- PRICING.** The parties hereby agree that the pricing schedule for this statewide contract will be as stated in Attachment A, which is hereby incorporated into this statewide contract by reference. Pricing is hereby established for each Job Classification (Administrative Staffing, Healthcare

CONTRACT NUMBER: 99999-001-SPD0000136-0008

Staffing, Industrial Staffing, Professional Staffing, Other Staffing and Related Services), the Job Titles within each Job Classification.

The Bill Rate for each Job Title (position) shown on the Pricing Schedule shall be computed as follows:

Hourly Rate x Contract Markup Percent (%) = **Bill Rate**
(Hourly Rate may not exceed the Hourly Rate Shown on Pricing Schedule Attachment A)

3. **New Job Title Requirements:** New Job Titles (positions) not identified in the pricing schedule (Attachment A), will be added as follows:
 - The new Job Title, Hourly Rate and Contract Markup Percent (%), will be added under the appropriate Job Classification (Administrative Staffing, Healthcare Staffing, Industrial Staffing, Professional Staffing, Other Staffing and Related Services).
 - The new Job Title will be identified as "New Position" and reported on the Quarterly Sales Report, along with the "Region" within which the new position is offered.
 - The contract markup percent rates will remain unchanged.

4. **Standard Insurance Requirements:** The Standard Insurance Requirements in Section 3.6 of the eRFP are hereby deleted and replaced with the following Insurance Coverage Requirements:

Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Supplier qualifies to pay its own workers compensation claims.) In addition, the Supplier shall require all subcontractors occupying the premises or performing work under the statewide contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

Bodily injury by accident - per employee \$100,000
 Bodily injury by disease - per employee \$100,000
 Bodily injury by disease – policy limit \$500,000

Commercial General Liability; \$1M/\$2M

Auto Liability; \$1M/\$2M

Professional Liability Insurance/E&O (specify **medical malpractice included** when contractor is providing temps who are medical care providers) \$3M

Umbrella Coverage; \$2M

Crime/Fidelity; \$1M

Cyber \$1M

5. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

6. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede

CONTRACT NUMBER: 99999-001-SPD0000136-0008

any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services, during the term of this Extension, the new contract shall supersede this Extension.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	CORPORATE TEMPS
Authorized Signature:	
Printed Name and Title of Person Signing:	SHAWN MENEFEE, DIRECTOR
Date:	JUNE 22, 2022
Company Address:	5950 LIVE OAK PARKWAY, SUITE 230, NORCROSS GA 30093

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commissioner State Purchasing Division
Date:	6/29/2022
Company Address:	200 Piedmont Avenue, S.E., Suite 1302, West Tower Atlanta, Georgia 30334-9010

Account	Balance	Debit	Credit	Balance
101 Cash	100.00			100.00
102 Accounts Receivable	200.00			200.00
103 Inventory	300.00			300.00
104 Prepaid Insurance	100.00			100.00
105 Equipment	500.00			500.00
106 Accumulated Depreciation				
201 Accounts Payable			100.00	
202 Wages Payable			50.00	
203 Income Tax Payable			20.00	
301 Common Stock			1000.00	
302 Retained Earnings			100.00	
401 Sales		1000.00		
402 Sales Discounts		50.00		
403 Cost of Sales		300.00		
501 Advertising Expense		20.00		
502 Insurance Expense		10.00		
503 Depreciation Expense		10.00		
504 Wages Expense		40.00		
505 Income Tax Expense		10.00		
506 Interest Expense		5.00		
507 Other Expense		5.00		
601 Dividends		10.00		
602 Retained Earnings			10.00	
701 Net Income			100.00	
702 Retained Earnings			100.00	
801 Total Assets	1000.00			1000.00
802 Total Liabilities			170.00	
803 Total Equity	1000.00			1000.00



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0094

Meeting Date: 2/1/2023

Department

Senior Services

Requested Action

Request approval for the Fulton County Department of Senior Services and Department of Behavioral Health and Developmental Disabilities to provide a letter of support as a collaborator with Christian City and Two Sparrows Village National Institutes of Health (NIH) ComPASS grant application to fund the Lifespan Engagement & Educational Ecosystem Tool (LET). Effective upon Board approval.

Requirement for Board Action:

In accordance with Fulton County Code § 1-117, the Board of Commissioners has exclusive jurisdiction and control to exercise such powers as are granted by law, or are indispensable to their jurisdiction over county matters.

Strategic Priority Area related to this item

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background The Department of Senior of Services and Department of Behavioral Health and Developmental Disabilities recommend approval to provide a letter of support as a collaborator for a grant application to fund the Lifespan Engagement & Educational Ecosystem Tool (LET), an applications and web-based guide to resources available to parents of adult children living with Intellectual and Developmental Disabilities (IDDs). The LET project will be supported by video and interactive content, including chat bots and eventually Virtual Reality technical assistance. The LET project will advance equity for both caregivers and their children with IDD, helping both

populations improve access to healthcare. Specifically, the 100 households target catchment for the project will focus on providing 65% of the resources to enroll caregivers in the sandwich generation of raising children living with IDD who may also be caregivers for their parents. The LET initiative - a health-equity structural intervention - is designed to impact a gap which perpetuates health disparities.

The letter of support enables the Department of Senior Services and Department of Behavioral Health and Developmental Disabilities to host Life Plan eligibility workshops and clinics onsite at Fulton County Adult Day Health and Senior Multipurpose Centers, including the HJC Bowden, Helene S. Mills, Harriett G. Darnell and Dorothy C. Benson facilities; host meeting space for Focus Groups on the LET approach and to gather needs/asset assessments and model LET applications prototypes with input from, and to provide training to, older adults and their I/DD care partners on the LET project and/or application.

Scope of Work: NA

Community Impact: NA

Department Recommendation: The Department of Senior Services and the Department of Behavioral Health and Developmental Disabilities recommend approval of the letter of support.

Project Implications: NA

Community Issues/Concerns: NA

Department Issues/Concerns: NA

Exhibits Attached

Exhibit 1: Letter of Support

Contact Information

Ladisa Onyiliogwu, Director, Department of Senior Services 404-281-7072

[LETTERHEAD]

2/1/23

To whom it may concern:

The Fulton County Board of Commissioners, through its Department of Senior Services and Department of Behavioral Health and Developmental Disabilities, is pleased to offer this Letter of Support as a collaborator with both Christian City and Two Sparrows Village as they apply for the NIH ComPASS grant to fund the Lifespan Engagement & Educational Ecosystem Tool (LET).

LET is an applications and web-based guide to resources available to parents of adult children living with Intellectual and Developmental Disabilities (IDDs). The LET project will be supported by video and interactive content, including chat bots and eventually Virtual Reality technical assistance. The LET project will advance equity for both caregivers and their children with IDDs, helping both populations improve access to healthcare. Specifically, the 100 households target catchment for the project will focus on providing 65% of the resources to enroll caregivers in the sandwich generation of raising children living with IDDs who may also be caregivers for their parents. The LET initiative - a health-equity structural intervention - is designed to impact a gap which perpetuates health disparities.

The letter of support enables the Department of Senior Services and Department of Behavioral Health and Developmental Disabilities to host LET project eligibility workshops and clinics onsite at Fulton County Adult Day Health and Senior Multipurpose Centers, including the HJC Bowden, Helene S. Mills, Harriett G. Darnell and Dorothy C. Benson facilities; host meeting space for Focus Groups on the LET approach; and to gather needs/asset assessments and model LET applications prototypes with input from and to provide training to older adults and their IDD care partners on the LET Tool and/or application.

Our role in supporting the LET initiative is as follows: A) Program Promotion, Outreach, and Senior Services/Disability service assessments for benefits eligibility; B) Appoint constituents, advocates and key Fulton County stakeholders to serve on the LET Advisory Council/Taskforce; C) Serve as the LET applications and data integration partner to study the efficacy of the LET approach.

We expect our collaboration to be seamless as we have past working relationships with Christian City and Two Sparrows Village. Christian City is a not-for-profit 501(c)(3) organization that provides vibrant living, life-changing hope and a community of loving friends. Their mission is a faith-based approach in housing, healthcare, crisis intervention, and building community for children, families, and older adults. Their 500-acre campus is a unique living community located in the Greater Atlanta Metro Area. Two Sparrows Village is a non-profit corporation with a simple

vision: To provide a supportive living environment for adults with intellectual disabilities within an inclusive community that promotes greater independence and an exceptional quality of life for adults with lifelong challenges.

Thank you for the opportunity to share this Letter of Support highlighting our partnership and collaboration on this critical initiative to address health equity and independence for the IDD minority population and their caregivers.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0095

Meeting Date: 2/1/2023

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

Request approval of a Resolution of the Fulton County Board of Commissioners denouncing the Fulton County Superior Court Clerk's retention of passport executive fees as personal compensation; urging the General Assembly to amend State Law to prohibit the personal retention of such fees by Superior Court Clerks and to provide that such fees shall instead be remitted to a County's General Fund; and for other purposes. **(Ellis)**

1 A RESOLUTION OF THE FULTON COUNTY BOARD OF COMMISSIONERS
2 DENOUNCING THE FULTON COUNTY SUPERIOR COURT CLERK’S RETENTION
3 OF PASSPORT EXECUTION FEES AS PERSONAL COMPENSATION; URGING THE
4 GENERAL ASSEMBLY TO AMEND STATE LAW TO PROHIBIT THE PERSONAL
5 RETENTION OF SUCH FEES BY SUPERIOR COURT CLERKS AND TO PROVIDE
6 THAT SUCH FEES SHALL INSTEAD BE REMITTED TO A COUNTY’S GENERAL
7 FUND; AND FOR OTHER PURPOSES.
8

9 **WHEREAS**, a responsibility of the members of the Board of Commissioners is to
10 serve as good stewards of the public funds entrusted to them for public use; and

11 **WHEREAS**, Paragraph III, of Section I, of Article IX, of the Constitution of the State
12 of Georgia provides that the compensation for clerks of superior court may be fixed
13 through the enactment of general law and may be supplemented by local law, or by action
14 of the local governing authority; and

15 **WHEREAS**, Paragraph III, of Section I, of Article IX of the Constitution of the State
16 of Georgia further provides that such general law may establish compensation for clerks
17 of superior court on a “fee basis, salary basis, or fee basis supplemented by salary”; and

18 **WHEREAS**, the General Assembly, pursuant to O.C.G.A. § 15-6-88, established
19 the minimum salary to be paid out of county treasuries to clerks of superior court on the
20 basis of population served and authorizes a county governing authority to supplement
21 said salary; and

22 **WHEREAS**, in addition, O.C.G.A. § 15-6-77(c) provides in relevant part that
23 “...[f]ees, sums, or other remuneration for the performance of duties provided for under
24 the laws of the United States or regulations promulgated pursuant to such laws shall be
25 as provided in such laws or regulations as personal compensation to the clerk of the
26 superior court for the performance of such duties” (emphasis supplied); and

27 **WHEREAS**, the Fulton County Superior Court Clerk performs passport execution
28 services on behalf of the United States Government as authorized by 22 C.F.R. §
29 51.22(b)(2) and (e); and

30 **WHEREAS**, federal law provides that there shall be a passport filing fee paid to
31 the United States Treasury and, in addition, a passport execution fee paid to the United
32 States Treasury unless the Secretary of State, by regulation, authorizes State officials or
33 the United States Postal Service “to collect and retain the execution fee for each
34 application for a passport...” 22 U.S.C. § 214(a); and

35 **WHEREAS**, the corresponding regulations of the U.S. Department of State related
36 to the processing of passport application fees provide that “when execution services are
37 provided by an official of a State or local government...the State or local government
38 ...may retain the fee if authorized to do so by the [United States Department of State].”
39 22 C.F.R. 51.51(b); and

40 **WHEREAS**, pursuant to federal laws and O.C.G.A. § 15-6-77(c), the Fulton County
41 Superior Court Clerk has been retaining passport execution fees as personal
42 compensation despite the fact that passport execution services are performed by staff
43 who are paid by Fulton County to perform these and other duties; and

44 **WHEREAS**, neither federal law nor state law mandates disclosure of such
45 earnings to the local governing authority that would allow a proper calibration of the
46 salaries established for clerks of superior court across the state; and

47 **WHEREAS**, on April 13, 2022, the Board of Commissioners adopted Resolution
48 No. 22-0236, providing an annual salary supplement of \$25,956.00 to the Fulton Superior

49 Court Clerk which is in addition to the to the minimum base salary of \$130,496.72 set
50 forth in O.C.G.A. § 15-6-88(a); and

51 **WHEREAS**, the Fulton County Superior Court Clerk has not voluntarily shared with
52 the Board of Commissioners the amount she annually retains in passport execution fees;
53 and

54 **WHEREAS**, the Board of Commissioners has become aware, through recent news
55 reports published after the Board of Commissioners provided a salary supplement, that
56 the Fulton County Superior Court Clerk has retained more than \$360,000.00 in passport
57 execution fees as personal compensation in 2022; and

58 **WHEREAS** the Board of Commissioners, by law, cannot reduce the supplement it
59 authorized in Resolution No. 22-0236 during the current term of the Superior Court Clerk;
60 and

61 **WHEREAS**, the Board of Commissioners finds the practice of the Superior Court
62 Clerk of retaining the passport execution fees as personal income to be contrary to the
63 commitment of public elected officials to act as good stewards of public funds and to
64 ensure transparency in governmental operations; and

65 **WHEREAS**, the Georgia General Assembly is presently meeting for the first
66 session of the 2023-2024 biennial session and has the authority to amend O.C.G.A. § 15-
67 6-77 in order to eliminate the ability for a clerk of superior court to collect passport
68 execution fees as personal remuneration; to instead remit these fees to the general fund
69 of a county's Treasury; and to require tracking and reporting of such fees collected and
70 disbursed.

71 **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of
72 Commissioners hereby denounces the practice of the Fulton County Superior Court Clerk
73 of retaining passport execution fees as personal income and for not disclosing to the
74 Board of Commissioners and the public the personal compensation earned from such
75 fees.

76 **BE IT FURTHER RESOLVED**, that the Fulton County Board of Commissioners
77 hereby urges the General Assembly to amend O.C.G.A. § 15-6-77(c) to remove the
78 language that allows clerks of superior court to receive fees, sums, or other remuneration
79 for the performance of duties directed by federal laws or regulations as personal
80 compensation, and instead to direct such sums—including passport execution fees—to
81 be paid to the general fund of a county’s treasury where such funds can be used to
82 provide services to county citizens.

83 **BE IT FURTHER RESOLVED**, that the Clerk to the County Commission is
84 authorized and directed to send copies of this Resolution to the Clerk of the Georgia
85 House of Representatives and the Secretary of the Georgia Senate.

86 **BE IT FINALLY RESOLVED**, that the Clerk to the County Commission is
87 authorized and directed to send a copy of this Resolution to the Clerk of Superior Court,
88 Cathelene Robinson.

89 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
90 Georgia this 1st day of February, 2023.

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**FULTON COUNTY BOARD OF
COMMISSIONERS**

SPONSORED BY:

Vice-Chair Bob Ellis, District 2

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0096

Meeting Date: 2/1/2023

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

Request approval of an Ordinance to amend Chapter 46 (Offenses), Article 3 (Offenses involving Public Peace and Order), Division 1 (Generally), Section 46-140 (Juvenile Curfew) of the Fulton County Code of Ordinances to modify the start time for curfew hours of unaccompanied minors age sixteen (16) years or younger within the Unincorporated areas of Fulton County, Georgia; urging Municipalities located within Fulton County, Georgia to adopt similar legislation as Fulton County Code Section 46-140; and for other purposes. **(Abdur-Rahman)**

1 **AN ORDINANCE TO AMEND CHAPTER 46 (OFFENSES), ARTICLE 3 (OFFENSES**
2 **INVOLVING PUBLIC PEACE AND ORDER), DIVISION I (GENERALLY), SECTION 46-**
3 **140 (JUVENILE CURFEW) OF THE FULTON COUNTY CODE OF ORDINANCES TO**
4 **MODIFY THE START TIME FOR CURFEW HOURS OF UNACCOMPANIED MINORS**
5 **AGE SIXTEEN (16) YEARS OR YOUNGER WITHIN THE UNINCORPORATED AREAS**
6 **OF FULTON COUNTY, GEORGIA; URGING MUNICIPALITIES LOCATED WITHIN**
7 **FULTON COUNTY, GEORGIA TO ADOPT SIMILAR LEGISLATION AS FULTON**
8 **COUNTY CODE SECTION 46-140; AND FOR OTHER PURPOSES.**

9 **WHEREAS**, according to an article in the *Atlanta Journal – Constitution* dated
10 December 14, 2022 on Atlanta safety commission on youth violence prevention, Fulton
11 County and its municipalities have experienced an increase in violence and crime
12 involving unaccompanied minors that have resulted in injuries and deaths; and

13 **WHEREAS** the Fulton County Board of Commissioners (“BOC”) desires to protect
14 the citizens of Fulton County, Georgia, by protecting their peace, personal safety, and
15 property at all times; and

16 **WHEREAS**, according to the City of Atlanta’s proposed amendment to its Youth
17 Curfew Ordinance, curfews have historically been used as a means to protect youth from
18 crime and to deter youthful offenders from engaging in criminal behavior; and

19 **WHEREAS**, recent curfew laws across the nation have been amended to impose
20 more stringent curfew parameters to further promote safety; and

21 **WHEREAS**, the City of Atlanta has also experienced instances of juvenile violence
22 and believes it necessary to amend its existing curfew ordinance, which is a pending
23 agenda item set to appear on the City Council’s February 6, 2023 agenda; and

24 **WHEREAS**, on October 19, 1994, the Board of Commissioners adopted the
25 Juvenile Curfew Ordinance, via Resolution 94-RC-503, codified at Fulton County Code
26 (“FCC”) § 46-140, to be effective in unincorporated Fulton County; and

1 **WHEREAS**, FCC § 46-140 provides that curfew hours for unaccompanied minors
2 age seventeen (17) years or younger are 11:00 p.m. on any Sunday, Monday, Tuesday,
3 Wednesday, or Thursday until 6:00 a.m. on the following day, and 12:01 a.m. on any
4 Friday or Saturday night until 6:00 a.m. on the following day; and

5 **WHEREAS**, the BOC finds it necessary to amend FCC § 46-140 by requiring the
6 curfew hours for unaccompanied minors age sixteen (16) years or younger to begin at
7 8:00 p.m. on any Sunday, Monday, Tuesday, Wednesday, or Thursday until 6:00 a.m. on
8 the following day, and 12:01 a.m. on any Friday or Saturday night until 6:00 a.m. on the
9 following day; and

10 **WHEREAS**, to be uniform and consistent with other juvenile curfew ordinances
11 that may be adopted by the municipalities within Fulton County, the Board of
12 Commissioners deems it necessary to define a “minor” as any person sixteen (16) years
13 or under, with this definition limited to the application of FCC § 46-140 only and shall not
14 be applicable to, or revise other Fulton County programs, rules or regulations that define
15 a “minor” under a different age category; and

16 **WHEREAS**, the unincorporated area of Fulton County is now limited to a small
17 portion of Fulton County north of Interstate 20 around the Fulton County Executive Airport
18 – Charlie Brown Field; and

19 **WHEREAS**, the Board of Commissioners, nonetheless, fully supports and
20 encourages all municipalities located within Fulton County, Georgia to adopt uniform rules
21 and regulations regarding the institution of a curfew for unaccompanied minors age
22 sixteen (16) years or younger, or however each municipality classifies minors, between
23 the hours of 8:00 p.m. and 6:00 a.m. within their respective jurisdictions to the extent that

1 such initiatives promote the public good and general welfare of Fulton County and the
2 municipalities; and

3 **WHEREAS**, the BOC has authority, pursuant to Fulton County Code § 1-116, to
4 adopt ordinances and regulations for the governing and policing of the unincorporated
5 areas of Fulton County for the purpose of protecting and preserving the health, safety,
6 welfare and morals of the citizens thereof, as it may deem advisable, that are not in
7 conflict with general laws of this state and of the United States, and is further authorized
8 to provide penalties for violation of its ordinances or regulations.

9 **NOW, THEREFORE, BE IT RESOLVED**, by the Fulton County Board of
10 Commissioners that the Juvenile Curfew Ordinance, as codified at Fulton County Code
11 § 46-140 is hereby amended to reflect the curfew start time for unaccompanied minors
12 age sixteen (16) years or younger as 8:00 p.m. on any Sunday, Monday, Tuesday,
13 Wednesday, or Thursday until 6:00 a.m. on the following day, and 12:01 a.m. on any
14 Friday or Saturday until 6:00 a.m. on the following day, as reflected in Exhibit “A,”
15 attached hereto and incorporated herein by this reference.

16 **BE IT FURTHER RESOLVED**, that the Clerk to the Commission is hereby directed
17 to immediately distribute this Resolution to all municipalities located within Fulton County
18 upon its passage to ensure that the aims of this Resolution are considered.

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

22 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
23 Georgia, this 1st day of February 2023.

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FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

Khadijah Abdur-Rahman
Commissioner, District 6

ATTEST:

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

<https://fc0365.sharepoint.com/sites/CountyAttorney/CALegislation/BOC/Resolutions/2023 Resolutions/Abdur-Rahman/2.1.23 Ordinance to Amend Juvenile Curfew.docx>

1 **EXHIBIT A**

2 **Sec. 46-140. Juvenile curfew.**

3 (a) *Title of section.* This section shall be known as the Fulton County Juvenile Curfew
4 Ordinance.

5 (b) *Findings and purpose.* It is the responsibility of the Fulton County Board of
6 Commissioners to protect the health, safety, and welfare of the citizens of Fulton
7 County. The Fulton County Board of Commissioners is concerned about the increase
8 in criminal activity engaged in by minors especially those crimes that occur after
9 hours and/or times in which juveniles should be at home. During public hearings held
10 in Fulton County, many parents voiced their concerns about the increase in youth
11 violence, the need to protect our children from being victims of crimes that occur after
12 hours, and the need to make parents more responsible for their children. These
13 parents have stated that a child curfew ordinance is one initiative in protecting our
14 children from being the victims and perpetrators of crime. In an effort to keep our
15 communities drug free and our streets safe by reducing the numbers of crimes that
16 are committed by and against minors after hours, the board of commissioners
17 believes that a child curfew ordinance is in the best interest of the citizens of Fulton
18 County. As one parent expressed at a public hearing, "a juvenile curfew ordinance is
19 an attempt by Fulton County to save at least one child's life." Accordingly, the Fulton
20 County Board of Commissioners finds and declares that the purpose of this section
21 is to reduce the number of crimes committed by and against juveniles after hours,
22 and to safeguard the welfare of our children in areas in unincorporated Fulton County.

23 (c) *Definitions.* The following words and phrases, whenever used in this section, shall
24 be construed as defined in this section:

25 *Adult* means a person who is at least 18 years of age and authorized by a parent or
26 guardian to have the care and custody of a minor, or an emancipated minor.

27 *Curfew hours* means 44 8:00 p.m. on any Sunday, Monday, Tuesday, Wednesday,
28 or Thursday until 6:00 a.m. on the following day, and 12:01 a.m. on any Friday or Saturday
29 until 6:00 a.m. on the following day.

30 *Emancipated minor* means:

31 (1) Any person under the age of 18 who is or has been married or who is not under
32 the care, custody, and control of a parent, parents, guardian, person standing in
33 locus parentis, or the juvenile court of competent jurisdiction; or

34 (2) Any person under the age of 18 who has had the disabilities of minority removed
35 by a court of competent jurisdiction.

36 *Emergency* means an unforeseen combination of circumstances or the resulting
37 state that calls for immediate action. The term includes, but is not limited to, a fire, a
38 natural disaster, or automobile accident, or any situation requiring immediate action to
39 prevent serious bodily injury or loss of life.

1 *Establishment* means any privately owned place of business operated for a profit to
2 which the public is invited including, but not limited to, any place of amusement or
3 entertainment.

4 *Guardian* means a person who, under court order, is the guardian of the person of a
5 minor, or a public or private agency with whom a minor has been placed by the court.

6 Minor for purposes of this section only, minor means any person ~~47~~ 16 years of age
7 or under.

8 *Operator* means any individual, firm, association, partnership, or corporation
9 operating, managing, or conducting any establishment. The term includes the members
10 or partners of an association or partnership and officers of a corporation.

11 *Parent* means a person who is a natural parent, an adopted parent, or stepparent of
12 another person.

13 *Public place* means any place to which the public or a substantial group of the public
14 has access that includes, but is not limited to, streets, highways, and the common areas
15 of schools, hospitals, apartment houses, office buildings, transport facilities, and shops.

16 *Remain* means linger or stay, or fail to leave premises when requested to do so by
17 an officer or the owner, operator, or the person in control of the premises.

18 *Serious bodily injury* means bodily injury that causes death or creates a substantial
19 risk of serious permanent disfigurement, or protracted loss or impairment of the function
20 of any bodily member or organ.

21 (d) *Curfew for persons ~~47~~16 years of age or younger.*

22 (1) It is unlawful for any minor ~~47~~16 years of age or younger, to loiter, wander, stroll,
23 or play in or upon the public place, streets, highways, roads, alleys, parks,
24 playgrounds or other public grounds, establishments, public buildings, places of
25 amusement, eating places, vacant lots, or any place in unincorporated Fulton
26 County unsupervised by an adult, parent, or guardian having the lawful authority
27 to be at such places, between the hours of ~~44~~ 8:00 p.m. on any day and 6:00
28 a.m. on the following day; provided, however, that on Fridays and Saturdays the
29 effective hours are between 12:01 a.m. and 6:00 a.m. of the following day.

30 (2) It shall be unlawful for the parent, guardian, or other person having custody or
31 control of any minor ~~47~~16 years of age or younger to knowingly or, by insufficient
32 control, to allow such minor to be in or upon the public place, streets or any other
33 places listed in subsection (d)(1) of this section in unincorporated Fulton County
34 between the hours of ~~44~~8:00 p.m. on any day and 6:00 a.m. the following day,
35 or on Fridays and Saturdays between the hours of 12:01 a.m. and 6:00 a.m. the
36 following day, except as provided by subsection (f) of this section.

37 (3) It shall be unlawful for any owner, operator, or employee of an establishment to
38 knowingly allow a minor to be in or upon the premises of an establishment in
39 unincorporated Fulton County between the hours of ~~44~~ 8:00 p.m. on any day
40 and 6:00 a.m. the following day, or on Fridays and Saturdays between the hours
41 of 12:01 a.m. and 6:00 a.m. the following day, except as provided by subsection
42 (f) of this section.

- 1 (e) *Offenses.*
- 2 (1) A minor commits an offense if he or she remains in any public place or on the
3 premises of any establishment in unincorporated Fulton County during curfew
4 hours.
- 5 (2) A parent or a guardian of a minor commits an offense if he or she knowingly
6 permits, or by insufficient control allows, the minor to remain in any public place
7 or on the premises of any establishment in unincorporated Fulton County during
8 curfew hours.
- 9 (3) An owner, operator, or employee of an establishment commits an offense if he
10 or she knowingly allows a minor to remain in or upon the premises of any
11 establishment in unincorporated Fulton County during curfew hours. It is a
12 defense to prosecution under this section that the owner, operator, or employee
13 of an establishment promptly notified the Fulton County Police Department that
14 a minor was present on the premises of the establishment during curfew hours
15 and refused to leave.
- 16 (f) *Exceptions.* The provisions of this section shall not apply in the following instances:
- 17 (1) When a minor is accompanied by his or her parent, guardian, or other adult
18 having the lawful care and custody of the minor;
- 19 (2) When the minor is upon an emergency errand directed by his or her parent or
20 guardian or other adult person having the lawful care and custody of such minor,
21 or if such minor is seeking medical treatment;
- 22 (3) When the minor is returning directly home from a school activity, entertainment,
23 recreational activity, or dance;
- 24 (4) When the minor is returning directly home from lawful employment that makes it
25 necessary to be in the above referenced places during the prescribed period of
26 time;
- 27 (5) When the minor is attending or traveling directly to or from an activity involving
28 the exercise of first amendment rights of free speech, freedom of assembly, or
29 free exercise of religion;
- 30 (6) When the minor is in a motor vehicle of parental consent for normal travel. All
31 cases of interstate travel through unincorporated Fulton County are excepted
32 from the curfew;
- 33 (7) When the minor is an emancipated minor as defined in O.C.G.A. § 20-2-
34 16.03(3).
- 35 (g) *Violations and penalties.* Penalties for violation of this section are as follows:
- 36 (1) Upon conviction of violations of this section for the first time, an adult, parent,
37 guardian or owner, operator or employee of an establishment shall be given a
38 warning citation. Upon further convictions, an adult, parent, guardian or owner,
39 operator or employee of an establishment shall be subject to a fine not to exceed
40 \$500.00, or imprisonment in the Fulton County jail for not more than 60 days, or
41 by both this fine and imprisonment. Any adult, parent, guardian or owner,

1 operator or employee of an establishment who violates any provision of this
2 section shall be guilty of a misdemeanor. Except as otherwise provided each
3 violation of this section shall constitute a separate offense.

4 (2) Adjudication of violations of this section by minors shall be made in accordance
5 with O.C.G.A. tit. 15 (O.C.G.A. § 15-1-1 et seq.).

6 (h) *Enforcement.* Before taking any enforcement action under this section, a Fulton
7 County police officer shall ask the apparent offender's age and the reason for being
8 in the public place. The officer shall not issue a citation or make an arrest under this
9 section unless the officer reasonably believes that an offense has occurred and that,
10 based on any response and other circumstance that no exception listed in subsection
11 (f) of this section is present.

12 (i) *Severability.* If any portion of this section or the application thereof shall be held
13 invalid or unconstitutional, the other provisions of this section shall not be affected,
14 and to this end the provisions of this section are declared to be severable.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0097

Meeting Date: 2/1/2023

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

Request approval of an Ordinance to amend Chapter 2 (Administration), Article III (Finance), Division 2 (Budget) of the Fulton County Code of Ordinances to modify Code Section 2-261 to require the County Manager to present the budget requests for the next fiscal year to the Board of Commissioners no later than sixty (60) days before the millage rate is set; and for other purposes.
(ARRINGTON)

1 **AN ORDINANCE TO AMEND CHAPTER 2 (ADMINISTRATION), ARTICLE III**
2 **(FINANCE), DIVISION 2 (BUDGET) OF THE FULTON COUNTY CODE OF**
3 **ORDINANCES TO MODIFY CODE SECTION 2-261 TO REQUIRE THE COUNTY**
4 **MANAGER TO PRESENT THE BUDGET REQUESTS FOR THE NEXT FISCAL YEAR**
5 **TO THE BOARD OF COMMISSIONERS NO LATER THAN SIXTY (60) DAYS BEFORE**
6 **THE MILLAGE RATE IS SET; AND FOR OTHER PURPOSES.**

7 **WHEREAS**, the Fulton County Board of Commissioners seeks to exercise the
8 utmost care in its considerations of the budget and the allocations and expenditures of
9 public funds for public purposes; and

10 **WHEREAS**, O.C.G.A. § 36-81-1 provides “minimum budget, accounting, and
11 auditing requirements for local governments so as to provide local taxpayers with an
12 opportunity to gain information concerning the purposes for which local revenues are
13 proposed to be spent and are actually spent and to assist local governments in generally
14 improving local financial management practices while maintaining, preserving, and
15 encouraging the principle of home rule over local matters;” and

16 **WHEREAS**, the Fulton County Board of Commissioners has the authority pursuant
17 to O.C.G.A. § 36-81-5 to establish the date by which the Fulton County’s budget officer
18 shall prepare the proposed budget for the ensuing fiscal year; and

19 **WHEREAS**, via Resolution 18-0577 (adopted August 15, 2018), the Fulton County
20 Board of Commissioners amended Fulton County Code Section 2-261, regarding the
21 process for adoption of the Fulton County annual budget, to establish that “the county
22 manager [in lieu of the Budget Commission] shall submit or cause to be submitted
23 annually to the board of commissioners, by no later than November 15, a proposed
24 budget governing expenditures of all county funds, including capital outlay and public
25 works projects, for the following year”; and

1 **WHEREAS**, the Fulton County Board of Commissioners is required to set an
2 annual millage rate for the collection of taxes on real property within Fulton County
3 pursuant to O.C.G.A. § 48-5-32.1, which is typically finalized on or before September of
4 each year; and

5 **WHEREAS**, the final adopted millage rate governs the potential amount of tax
6 revenues Fulton County will receive in order to fund the public programs and operations
7 for the upcoming year; and

8 **WHEREAS**, the Fulton County Board of Commissioners finds that it is prudent and
9 best fiscal practice to have notice of and be able to consider annual departmental budget
10 requests for inclusion in the proposed budget prior to adopting the millage rate in order to
11 gauge the level and type of upcoming programmatic needs to best serve the needs of the
12 citizens of Fulton County; and

13 **WHEREAS**, the Fulton County Board of Commissioners has authority, pursuant to
14 the Constitution of the State of Georgia, Article 9, Sec. 2 ¶ 1(a), to adopt reasonable
15 ordinances, resolutions, or regulations relating to its affairs for which no provision has
16 been made by general law and which is not inconsistent with the Georgia Constitution or
17 any local law applicable thereto.

18 **NOW, THEREFORE, BE IT ORDAINED**, that the Fulton County Board of
19 Commissioners hereby amends Fulton County Code Section 2-261 (and others) to
20 require that the County Manager shall receive from the departments and present to the
21 Fulton County Board of Commissioners, departmental budget requests for the upcoming
22 year under consideration no later than sixty (60) days before the final adoption of the

1 millage rate by the Board of Commissioners each year, as this new requirement is set
2 forth in Attachment A hereto, and incorporated by reference as if fully set forth herein.

3 **BE IT FURTHER ORDAINED**, that nothing herein shall restrict Fulton County's
4 ability to modify or revise its budget as otherwise provided by state law and Fulton County
5 ordinances.

6 **BE IT FURTHER ORDAINED**, that any and all resolutions and ordinances or parts
7 of resolutions and ordinances in conflict with this Ordinance shall be and the same hereby
8 are rescinded.

9 **BE IT FINALLY ORDAINED**, that this Ordinance shall be in full force and effect
10 immediately upon its adoption.

11 **SO PASSED AND ADOPTED**, this 5th day of October, 2022.

12 **FULTON COUNTY BOARD OF COMMISSIONERS**

13 **SPONSORED BY:**

14
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16
17
18 _____
19 Marvin S. Arrington, Jr., Commissioner
20 District 5

21 **ATTEST:**

22
23
24
25 _____
26 Tonya R. Grier
27 Clerk to the Commission

28 **APPROVED AS TO FORM:**

29
30
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32 _____
33 Y. Soo Jo County Attorney

34
35 P:\CALegislation\BOC\Resolutions\Ordinances\2022\Arrington\11.16.22.Amended Ordinance for the County Manager to Present
36 Budget Requests Sixty Days Prior to Consideration of the Millage Rate.final.docx

Attachment 1

Sec. 2-261. - Proposal and adoption of budget.

No later than sixty (60) days prior to the final adoption by the board of commissioners of the millage rate each year, the county manager shall make a preliminary report to the board of commissioners of the departments' anticipated budget requests. The county manager shall submit or cause to be submitted annually to the board of commissioners, by no later than November 15, a proposed budget governing expenditures of all county funds, including capital outlay and public works projects, for the following year. The county manager's submission of the proposed budget shall include the budget requests of all of the county's departments, agencies, elected officials and authorities who receive funding from the county through the budget process. This proposed budget will serve, as presented, as the operating budget until a final budget is adopted. The procedures for budget preparation, submission to the governing authority, review by the governing authority, public review, notice, and hearings shall be as provided for in Chapter 81 of Title 36 of the O.C.G.A. [O.C.G.A. § 36-81-1 et seq.]. The budget shall then be adopted by the board of commissioners by no later than the second regular meeting in January of the year to which it applies, which budget, when so adopted by the board of commissioners, shall constitute the board of commissioners' appropriation of all funds for such year.

The county manager is authorized to take all administrative steps necessary to implement the budget as approved. The budget so adopted may be revised during the year only by formal action of the board of commissioners in a regular meeting which has been advertised in accordance with subsection (e) of Code Section 36-81-5 of the O.C.G.A. [O.C.G.A. § 36-81-5] and no increase shall be made in such budget without provision also being made for financing such increase. The proposed budget submitted by the county manager shall be accompanied by a report containing information and data required by subsection (b) of Code Section 36-81-5 of the O.C.G.A. [O.C.G.A. § 36-81-5]. A copy of the proposed budget shall be transmitted to the county clerk of the commission of Fulton County on the date it is submitted to the board of commissioners. Upon adoption of the budget, a copy shall be transmitted to the county clerk of the commission of Fulton County.

Sec. 102-287. Balanced budget.

- (a) The ~~budget commission~~ county manager shall submit to the board of commissioners a budget limiting combined expenditures to the level of the prior year, plus the actual amount of anticipated revenue relating to growth in the general digest, subject to providing additionally for those emergencies and contingencies that, if not provided for, would result in the departments of Fulton County failing to perform the duties imposed upon them by law.
- (b) If the ~~budget commission's~~ county manager's budget does not reflect subsection (a) of this section, then an alternative budget shall be presented to the board of commissioners to reflect the wishes of the board of commissioners.

(Res. of 9-7-88)

Sec. 102-288. Target plan to address present and future needs of county.

- (a) The Fulton County board of commissioners, upon adoption of the 1988 annual budget, will commence a three-year target plan to address the present and future needs of Fulton County and obligations thereto. The Fulton County board of commissioners, upon adoption of the 1988 annual budget, reviews all projects both proposed

and presently under construction to ascertain existing and anticipated expenditures for such projects, including personnel requirements, physical facilities, and other cost.

- (b) The Fulton County board of commissioners shall direct the county manager to conduct detailed departmental reviews with consultation from the Fulton County board of commissioners regarding:
 - (1) Internal operations of county departments;
 - (2) Staffing; and
 - (3) Recommendations for reduction in employees through attrition as a result of the internal audit or transferal of an employee position due to the results of the internal audit.
- (c) The Fulton County board of commissioners shall direct the county manager to conduct an assessment of the physical buildings and facilities of Fulton County and the costs assailed thereto.
- (d) The Fulton County board of commissioners shall direct the county manager to conduct an assessment of Fulton County's financial responsibility to the Fulton/DeKalb Hospital Authority.
- (e) The Fulton County board of commissioners, after the adoption of the 1988 annual budget, shall direct the county manager to provide recommendations on increases in licenses and fees.
- (f) The Fulton County board of commissioners shall direct the county manager to provide recommendations on an increase in other fees (alcohol licenses, courts, etc.).
- (g) The Fulton County board of commissioners shall direct the county manager to report on taxation or legislation, if any, from the Georgia General Assembly.
- (h) The Fulton County board of commissioners shall direct the county manager to review growth in the tax digest.
- (i) The Fulton County board of commissioners shall direct the county manager to prepare legislation for a payroll tax or similar city tax to the Georgia General Assembly in future sessions of that body.
- (j) The Fulton County board of commissioners shall direct the county manager to report on the status of the tax appraisal package between the City of Atlanta and Fulton County. This process should be expedited.
- (k) ~~In addition to the actions of the budget commission, the county manager shall provide~~ The county manager shall provide the Fulton County board of commissioners ~~shall be provided with~~ a monthly analysis of actual expenditures and actual revenues in comparison to the annual budget.
- (l) The Fulton County board of commissioners shall convene in July 1988, and by July 15 of each succeeding year to conduct a midyear budget analysis of financial conditions of Fulton County.
- (m) The Fulton County board of commissioners shall direct the county manager to facilitate the purposes and intent of this section and to direct appropriate personnel to carry out this study in a detailed and timely manner.

(Res. of 2-3-88)

Sec. 102-290. General fund and special services district fund reserve balances.

- (a) There is hereby established fund balance reserves in the general fund and special services district fund as set forth in this section.
- (b) The general fund balance reserve shall be established as follows:
 - (1) Commencing with the 1995 fiscal year budget, a reserve of 5.4 percent of general fund budgeted expenditures shall initially be established, the initial reserve. This percentage represents approximately \$18,300,000.00 in 1995.
 - (2) Each subsequent year through 1998 an additional one percent of budgeted expenditures shall be reserved to the extent such amount is available from revenues exceeding budgeted amounts and/or expenditures which were less than budgeted amounts in the immediately preceding year.
 - (3) The "minimum reserve" for the general fund is established at no less than 16.66 percent of budgeted expenditures, representing on average two months of expenditures and allowing Fulton County sufficient resources to operate until annual tax anticipation note proceeds can be received.
 - (4) A goal reserve of 20 percent of budgeted expenditures for the general fund is established. As part of the budgeting process each year until the goal reserve is established, the ~~budget commission~~ county manager and Board of Commissioners of Fulton County shall consider increasing the fund balance reserve by one percent to the extent such amount is available from revenues exceeding budgeted amounts and/or expenditures which were less than budgeted amounts in the immediately preceding year.
 - (5) The fund balance reserve may be reduced only in the following situations:
 - a. If budgeted revenues for any fiscal year are not collected and actual expenditures cause an operating deficit for that year;
 - b. If a natural disaster occurs within the boundaries of Fulton County, and the board of commissioners approves the use of the reserve to pay for the costs of such disaster; or
 - c. If the board of Commissioners of Fulton County determines that an unforeseeable emergency situation exists and approves the use of the fund balance reserve to pay for the emergency situation.
- (c) The special services district fund fund balance reserve shall be established as follows:
 - (1) Commencing with the 1995 fiscal year budget, a reserve of 10.6 percent of special service district fund budgeted expenditures shall initially be established, the initial reserve. This percentage represents approximately \$6,700,000.00 in 1995.
 - (2) Each subsequent year through 1998 an additional one percent of budgeted expenditures shall be reserved to the extent such amount is available from revenues exceeding budgeted amounts and/or expenditures which were less than budgeted amounts in the immediately preceding year.
 - (3) The minimum reserve for the special services district is established at 16.67 percent of budgeted expenditures, representing on average two months of expenditures. Unlike the general fund, the special services district cannot borrow operating monies through a tax anticipation note. A fund balance reserve at 16.67 percent of budgeted expenditures will allow the fund to have sufficient cash flow resources to sustain operations until tax revenues are received.
 - (4) A goal reserve of 20 percent of budgeted expenditures for the special services district fund is established. As part of the budgeting process each year until the goal reserve is established, the ~~budget commission~~ county manager and Board of Commissioners of Fulton County shall consider increasing the fund balance reserve by one percent to the extent such amount is available from revenues exceeding budgeted

amounts and/or expenditures which were less than budgeted amounts in the immediately preceding year.

- (5) The fund balance reserve may be reduced only in the following situations:
- a. If budgeted revenues for any fiscal year are not collected and actual expenditures cause an operating deficit for that year;
 - b. If a natural disaster occurs within the boundaries of the Special Services District of Fulton County, and the board of commissioners approves the use of the reserve to pay for the costs of such disaster; or
 - c. If the board of Commissioners of Fulton County determines that an unforeseeable emergency situation exists and approves the use of the fund balance reserve to pay for the emergency situation.

(95-0105, §§ I—III, 2-15-95; 15-0078, 1-21-15)



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0098

Meeting Date: 2/1/2023

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

Discussion: Commercial Property Appraisal Fairness. **(Barrett)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0099

Meeting Date: 2/1/2023

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

Presentation: Invest Atlanta - Tax Allocation District (TAD) **(Arrington)**