

**FULTON COUNTY BOARD OF COMMISSIONERS  
REGULAR MEETING**

March 2, 2022  
10:00 AM



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



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

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

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

Robert L. Pitts, Chairman (At-Large)  
Liz Hausmann, Vice-Chairman (District 1)  
Bob Ellis, Commissioner (District 2)  
Lee Morris, 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****22-0137 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.

**22-0138 Board of Commissioners**

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Karen Jordan Appreciation Day." **(Pitts)**  
February 15, 2022

Proclamation recognizing "Black McDonald's Operators Association Appreciation Day." **(Pitts)**  
February 21, 2022

Proclamation recognizing "Harry Belafonte Appreciation Day." **(Hall)**  
March 1, 2022

Proclamation recognizing "Sang Gon Kim Appreciation Day." **(Pitts)**  
March 1, 2022

Proclamation recognizing "New Hope Baptist Church Appreciation Day."  
**(Arrington)**  
March 20, 2022

**Arts and Libraries****22-0139 Arts and Culture**

Request approval to accept the Co-Marketing Agreement grant in the amount of \$40,000.00 from Microsoft Corporation (Redmond, WA) to support the operation of the recently launched Public Art Futures Lab. The grant does not require a cash match.

**Health and Human Services****22-0140 Public Works**

Request approval of a change order less than 10% - Department of Public Works, 20ITB125848K-DB, Road Resurfacing at no additional cost with C.W. Matthews Contracting Company (Marietta, GA) to amend the list of roadways to be resurfaced are within the unincorporated area of the Fulton Industrial District. Effective upon BOC approval.

**Infrastructure and Economic Development****22-0141 Select Fulton**

Request approval of a Resolution for a Fulton County Tax Allocation District (TAD) Review Process for Participation - to provide the Board of Commissioners with clear information on the goals, accountability and use of funds in a proposed TAD seeking the inclusion of Fulton County ad valorem taxes.

**REGULAR MEETING AGENDA****22-0142 Board of Commissioners**

Adoption of the Regular Meeting Agenda.

**22-0143 Clerk to the Commission**

Ratification of Minutes.

Regular Meeting Minutes, February 2, 2022

Special Called Meeting Post Agenda Minutes, February 4, 2022

Recess Meeting Post Agenda Minutes, February 16, 2022

**22-0144 Board of Commissioners**

Presentation of Proclamations and Certificates.

Proclamation recognizing “Developmental Disabilities Awareness Month.”  
**(Pitts/BOC)**

Proclamation recognizing “Addiction Recovery Awareness Day.” **(Hall/BOC)**

Proclamation recognizing “Busy Bee Restaurant Appreciation Day.” **(Pitts)**

Proclamation recognizing “Cascade Nature Gurlz Appreciation Day.” **(Hall)**

Proclamation recognizing “Deborah Scott Appreciation Day.” **(Hall)**

Proclamation recognizing “District Attorney Fani T. Willis Appreciation Day.” **(Hall)**

Proclamation recognizing “Helen Butler Appreciation Day.” **(Hall)**

Proclamation recognizing “National Nutrition Month.” **(Hall)**

Proclamation recognizing “Registered Dietician Nutritionist Appreciation Day.”  
**(Hall)**

Proclamation recognizing “100 Black Women Appreciation Day.” **(Hall)**

Proclamation recognizing “Mayor Shirley Franklin Appreciation Day.”  
**(Abdur-Rahman)**

Proclamation recognizing “Women’s History Month.” **(Abdur-Rahman)**

**PUBLIC HEARINGS****22-0145 Board of Commissioners**

Public Comment - Citizens are allowed to voice County related opinions, concerns, requests, etc. during the Public Comment portion of the Commission meeting.

**Speakers will be granted up to two minutes each. Members of the public will not be allowed to yield or donate time to other speakers. The Public Comment portion of the meeting will not exceed 30 minutes at the Regular Meeting, nor will this portion exceed thirty minutes at the Recess Meeting.** 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.



**PRESENTATIONS TO THE BOARD****Metropolitan Atlanta Rapid Transit Authority**

- 22-0146**   **Board of Commissioners**  
MARTA Quarterly Update

**Fulton DeKalb Hospital Authority**

- 22-0147**   **Board of Commissioners**  
Fulton DeKalb Hospital Authority Quarterly Update

**COUNTY MANAGER'S ITEMS****Open & Responsible Government**

- 22-0148**   **County Manager**  
Presentation of COVID-19 Operational Response Update.

- 22-0149**   **Purchasing and Contract Compliance**  
Request ratification of emergency procurement - County Manager, Countywide Emergency Procurements.

- 22-0150**   **Real Estate and Asset Management**  
Request approval of lowest responsible bidders - Department of Real Estate and Asset Management, 21ITB130447C-GS, Janitorial Services for Selected Fulton County Facilities (Groups E, F, G, H & I) in the total amount of \$771,929.00 with (A) Chi-ADA Corporation, (Atlanta, GA) in the amount of \$437,224.00 for Groups E (South Libraries), F (Other Offices North) & (Other Offices South), & H (Arts Centers); (B) Quality Cleaning Services, Inc. (Douglasville, GA) in the amount of \$194,646.00 for Group G (South Senior Centers); and (C) American Facility Services, Inc. (Alpharetta, GA) in the amount of \$140,059.00 for Group I (North & South Service Centers), to provide the highest quality cleaning services for selected Fulton County facilities effective April 1, 2022, through December 31, 2022, with two renewal options.

**Health and Human Services**

- 22-0151**   **Senior Services**  
Request approval to increase spending authority - Department of Senior Services, 17RFP109210A-FB, Comprehensive Nutrition Care, with Open Hand Atlanta (Atlanta, GA) in an amount not to exceed \$313,074.00 to provide home delivered meals, nutritional screening, nutrition education, and nutrition counseling for Fulton County residents aged 60 and above. Effective upon BOC approval.

**22-0152 Community Development**

Request approval of the 2022 Community Services Program (CSP) Evaluation Committee recommendations in the amount of \$5,363,958.00. CSP funding will support the delivery of essential community services to Fulton County residents in the areas of: Children and Youth Services; Disabilities; Economic Stability/Poverty; Health and Wellness, Homelessness; and Senior Services.

**Justice and Safety****22-0153 Sheriff**

Request approval of the lowest responsible bidder - Sheriff's Office, 21ITB1122B-EC, Prisoner Transportation Services in the amount of \$254,730.00 with U.S. Corrections, LLC (Whites Creek, TN) to provide national prisoner transportation services effective upon BOC approval through December 31, 2022 with two renewal options.

**22-0154 Sheriff**

Request approval of the 2022 Equitable Sharing Agreement and Certification with the U.S. Department of Justice for the Fulton County Sheriff's Office, establishing the requirements for participation in the Federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, or proceeds.

**COMMISSIONERS' ACTION ITEMS****22-0097 Board of Commissioners**

Request approval of a Resolution by the Board of Commissioners of Fulton County to provide initial fiscal resources to fund the Fulton Technology and Energy Enhancement Authority; and for other purposes. **(Abdur-Rahman) (HELD ON 2/2/22 and 2/16/22)**

**22-0129 Board of Commissioners**

Request approval of a Resolution pursuant to O.C.G.A. ss 15-18-19 (e) (6), 15-6-27(h) and 15-6-28 to approve salary supplements for State paid staff in the office of the District Attorney and State paid staff employed by the Chief Superior Court Judge. **(Hall) (MOTION TO APPROVE FAILED ON 2/16/22)**

**22-0155 Board of Commissioners**

Request approval of a Resolution authorizing the County Manager to convert County owned property located at 4430 Frederick Drive SW, into supportive housing for persons afflicted with behavioral health or substance abuse issues; and for other purposes. **(Pitts)**

**22-0156 Board of Commissioners**

Request approval of a Resolution approving the clean up of certain Fulton County-owned property located in the City of South Fulton due to tornado storm damage; and for other purposes. **(Abdur-Rahman)**

**22-0157 Board of Commissioners**

Request approval of a Resolution approving emergency maintenance on certain storm water detention ponds located within the boundaries of the City of South Fulton, Georgia pursuant to certain Fulton County easement rights; and for other purposes. **(Abdur-Rahman)**

**22-0158 Board of Commissioners**

Request approval of a Resolution authorizing the County Manager to allocate \$1 million to Arts and Culture. **(Arrington)**

**22-0159 Board of Commissioners**

Request approval of a Resolution authorizing the County Manager to establish a program for the County to give \$1 million for Veterans' organizations currently serving Veterans in Fulton County. **(Arrington)**

**COUNTY MANAGER'S PRESENTATION AND DISCUSSION ITEMS****Open & Responsible Government****22-0160 External Affairs**

Presentation of 2022 Legislative Agenda.

**22-0161 External Affairs**

Presentation of 2022 Federal Legislative Update.

**COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS****22-0162 Board of Commissioners**

Discussion: Veterans CSP Framework and Staffing Needs **(Arrington)**

**EXECUTIVE SESSION****22-0163 Board of Commissioners**

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

**ADJOURNMENT**





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0137

**Meeting Date:** 3/2/2022

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

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





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0138

**Meeting Date:** 3/2/2022

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

Proclamations for Spreading on the Minutes.

Proclamation recognizing “Karen Jordan Appreciation Day.” **(Pitts)**  
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March 1, 2022

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March 20, 2022







# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 22-0139

**Meeting Date:** 3/2/2022

### Department

Arts and Culture

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

Request approval to accept the Co-Marketing Agreement grant in the amount of \$40,000.00 from Microsoft Corporation (Redmond, WA) to support the operation of the recently launched Public Art Futures Lab. The grant does not require a cash match.

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

Official Code of Georgia Section 36-10-1: All official contracts entered into by the County governing authority and with other persons on behalf of the County shall be in writing and entered in its minutes.

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

Arts and Libraries

### Commission Districts Affected

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

### Is this a purchasing item?

No

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

Request acceptance of a grant and approval of the Co-Marketing Agreement in the amount of \$40,000 with Microsoft Corporation (Redmond, WA) support the and marketing needs of the Public Art Futures Lab, a new initiative led by the Public Art Program. The agreement would require the County to:

- Recognize Microsoft as the 'Official Technology Partner' of the Public Art Futures Lab;
- Use \$25,000 of the \$40,000 grant to onboard a third-party creative agency to capture content throughout the Artist-in-Residency Program for use by Microsoft and the County (an RFP has already been posted via BidNet); and

- The County will not partner with any of the following Microsoft competitors in connection with the Public Art Futures Lab; Apple, Google, Amazon/AWS, IBM, HP, Intel, Salesforce, Oracle, Samsung and SAP.

The term of this Agreement starts on the Effective Date and terminates one (1) year thereafter, with an option to renew for an additional one (1) year upon mutual agreement of the parties

**Scope of Work:** The Public Art Futures Lab is a physical and online space to exhibit, experiment, educate and experience the role of technology and its intersection with public art. By reducing barriers to create and participate in these emerging forms of art, the Lab seeks to expand access to cultural enrichment for our residents, provide the tools for artists to thrive in a digital economy, and ensure Fulton County Government and the Atlanta region take a national role in leading the broader adoption of technology in the arts.

While there are existing private innovation labs offered by universities, technology companies and museums, the Lab is the first Government-led space of its kind in the United States.

#### Objectives of the Lab

The Lab's mission will be achieved through four key functions:

1. Education - Training artists to utilize technology through knowledge sharing and reducing the cost barriers to participating.
2. Exhibit and Experiment - Explore new spaces and opportunities for public art using emerging technology through an artist-in-residence program.
3. Offer Experiences - Engage with new audiences and 'future' artists (school aged children) in innovative ways, especially those who encounter barriers to participating in more traditional art experiences.
4. Connect and catalyze - Connect artists with commercial opportunities and catalyze new futures in public art that inspire audiences. Examples may include establishing public-private partnerships with media and tech companies, universities, other art agencies to create a job pipeline for emerging artists wanting a sustainable career in the arts.

#### Artist-in-Residence (AiR) Program

One of the components of the Lab is an Artist-in-Residence (AiR) Program. Our AiR Program supports local artists from the Atlanta Metro Area who utilize technology as a critical component of their artistic practice. The residency provides space for artistic experimentation around a theme and connects artists to a growing creative community. A total of three artists will be provided with a stipend, space, and equipment for 14 weeks with the resources and time needed to advance their craft and develop innovative works at the intersection of art + tech that contribute to the cultural vibrancy of Fulton County.

Along with Microsoft, the Department has partnered with MARTA Artbound (MARTA's public art program), and Arts & Entertainment Atlanta (an initiative managed by the Atlanta Downtown Improvement District). Together these partners are providing all the funding needed to manage the residency, meaning there is no cost to the County.

In addition to the partners listed in the above table, Underground Atlanta have committed to providing physical space for the Lab at no cost for 1 year.

The Department is also partnering with Georgia State University - Creative Media Industries Institute, The Spelman Innovation Lab, and Georgia Tech Arts. Collectively, they will support the Lab's mission to democratize access to the creation and participation in this emerging form of art. In turn, we seek to provide opportunities for their students for work and exhibit projects beyond the classroom to the benefit of Fulton County residents and local artists.

**Community Impact:** \$15,000 of the grant is dedicated to the operation of the Artist-in-Residence Program and will include direct payments to local artists, purchase of equipment and materials from County vendors, and enhance the County's outreach and engagement efforts with residents.

**Department Recommendation:** Acceptance of the grant and approval of the Co-Marketing Agreement

**Project Implications:** Should the County decline the offer, it would limit the Department's ability to fully support local artists and the ability to reach our residents.

**Community Issues/Concerns:** NA

**Department Issues/Concerns:** NA

## Microsoft Corporation Co-Marketing Agreement

This Microsoft Corporation Co-Marketing Agreement (the “*Agreement*”) is between Microsoft Corporation, a Washington company, (“*Microsoft*”) and Fulton County, Georgia on behalf of the Fulton County Arts & Culture Department (the “*County*”). The Agreement will be effective on February 1, 2022 (the “*Effective Date*”).

This Agreement consists of:

- The terms and conditions below;
- Exhibit A(s) (Marketing Plan); and
- Exhibit B (Trademark and Branding Guidelines).

### Addresses and contacts for notices

Microsoft	Organization
Attention: Ryan Gaspar	Attention: Alex Frankcombe
Address: 1 Microsoft Way, Redmond, WA 98052	Address: 141 Pryor Street SW, Suite 2030, Atlanta GA 30303
Phone Number: 425-882-8080	Phone Number: 404-612-5791
Fax Number: 425-706-7329	Fax Number:
E-mail (if applicable): rgaspar@microsoft.com	E-mail (if applicable): Alex.Frankcombe@fultoncountyga.gov
Other contact address: Same address, Attn: Marketing CELA	Other contact address:

## **SECTION 1 Purpose**

This Agreement sets forth general terms and conditions for the parties' co-marketing relationship. The purpose and details of each specific co-marketing activity will be set forth in Marketing Plans attached as Exhibit A(s) (Marketing Plan).

## **SECTION 2 Definitions**

- (a)** *"Affiliate"* is any legal entity that owns, is owned by, or is commonly owned with a party. *"Own"* means having more than 50% ownership or the right to direct the management of the entity;
- (b)** *"Confidential Information"* means non-public information, know-how, and trade secrets in any form, that:

- (1) Are designated as being confidential; or
  - (2) A reasonable person knows or reasonably should understand to be confidential.

The following types of information, however marked, are not Confidential Information. Information that:

- (i) Is, or becomes, publicly available without a breach of this Agreement;
  - (ii) Was lawfully known to the receiver of the information without an obligation to keep it confidential;
  - (iii) Is received from another source who can disclose it lawfully and without an obligation to keep it confidential;
  - (iv) Is independently developed; or
  - (v) Is a comment or suggestion one party volunteers about the other's business, products or services.
- (c)** *"Content"* means the artwork, sound, pictures, video, and other audio-visual displays that may be incorporated into the Marketing Activity and are subject to a party's or third party's intellectual property rights. Intellectual rights may include copyright, publicity, privacy, or moral rights;
- (d)** *"Data Protection Law"* means any law, rule, regulation, decree, statute, or other enactment, order, mandate or resolution, applicable to Organization or Microsoft, relating to data security, data protection and/or privacy, and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance, as amended, extended, repealed and replaced, or re-enacted;
- (e)** *"Data Subject"* means an identifiable natural person who can be identified, directly or indirectly, in particular by referencing an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person;
- (f)** *"Marketing Activities"* means advertising, marketing, promotional, and event activities set forth in each Exhibit A (Marketing Plan);
- (g)** *"Marketing Materials"* means all materials created or provided by a party and used by the other party for any Marketing Activities;
- (h)** *"Personal Data"* means any information relating to an identified or identifiable natural person (*"Data Subject"*) and any other data or information that constitutes personal data or personal

information under any applicable Data Protection Law. An identifiable natural person is one who can be identified, directly or indirectly, in particular by referencing an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person;

- (i) *“Processing”* means any operation or set of operations that is performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction. *“Process”* and *“Processed”* will have corresponding meanings; and
- (j) *“Trademark”* means trademarks and services marks, trade dress, trade names, designs, slogans, domain names, logos, and other business identifiers.

**SECTION 3      Obligations.** Each party will perform the Marketing Activities described in Exhibit A (Marketing Plan).

#### **SECTION 4      Intellectual property**

- (a) **Trademarks.** The following terms apply unless the parties have entered into a separate license agreement for Trademarks. Each party grants to the other a nonexclusive, nontransferable, limited license to use the Trademarks listed in each Exhibit A (Marketing Plan). This license is solely for the Marketing Activities described therein during its term. Each party will comply with the other party’s branding requirements and restrictions for its Trademarks. Neither party will use the other’s Trademarks to:

- (1) Imply the other party’s endorsement, sponsorship, or affiliation except as allowed by this Agreement; or
- (2) Disparage the other party or its products or services.

All goodwill will inure to the benefit of the party that provides the Trademark. Each party will promptly correct any deficiencies in its use of the other’s Trademarks after notice.

- (b) **Content license.** If either party provides the other with Content for use with the Marketing Activity, the licenses contained in or that come with the Content govern the party’s use of the Content. If there are no other license terms for the Content, then the licensing party grants the other a nonexclusive, nontransferable, nonassignable, limited license to use it solely for the purpose of creating and performing Marketing Activities. This license is only valid for the term of Exhibit A. The licensing party retains all right, title, and interest in and to the Content.

- (c) **Third party licenses.** This Section 4(c) shall apply to Content which is provided by Organization to Microsoft for use hereunder or which is otherwise created by Microsoft in accordance with the activities in Exhibit A (Marketing Plan). Organization shall be responsible for obtaining all third- party licenses necessary to facilitate Microsoft’s advertising and promotion of the relationship and other activities permitted under this Agreement (and associated Marketing Plans), including but not limited to:

- (1) All third-party licenses and permissions necessary for Microsoft to use the name, image, likeness, signature, voice, performance, statements, quotes, tips, testimonials, character, biographical materials, profiles, and other indicia of identity (collectively, the *“Personality Rights”*) of participating artists, Organization’s employees and other personnel; and

- (2) All third-party licenses and permissions necessary for Microsoft to use (i) Organization-provided Content and (ii) the Content created by Microsoft in accordance with the Agreement and Marketing Plan.

## **SECTION 5 Fees and expenses**

- (a) **Expenses.** Each party will pay for its own costs and expenses associated with this Agreement unless otherwise agreed in Exhibit A (Marketing Plan).
- (b) **Fees.** Microsoft will pay to Organization the fees listed in Exhibit A (Marketing Plan) (the “Fees”). The Fees are the complete and final payment for completing the Marketing Activities. Organization will reimburse Microsoft for any Fees paid if Organization fails to complete the Marketing Activities.
- (c) **Payment.** Microsoft will pay the Fees according to Microsoft’s then current payment terms and policies. Unless otherwise specified in a Marketing Plan, Microsoft will pay Organization as follows on receipt of a correct and undisputed invoice:
  - (i) Net 60 days with no discount on the invoiced amount; or
  - (ii) Net 10 days less a 2% discount on the invoiced amount.

## **SECTION 6 Term and termination**

- (a) **Term.** The term of this Agreement starts on the Effective Date and terminates one (1) year thereafter, with an option to renew for an additional one (1) year upon mutual agreement of the parties, unless terminated earlier by either party according to Section 6(b) (Termination) below.
- (b) **Termination.**
  - (1) Microsoft may terminate this Agreement or any Exhibit A (Marketing Plan) at any time on 30-calendar day’s prior written notice to Organization. Termination may be without cause or the intervention of the courts. Microsoft will not be liable for any costs or damages resulting from termination.
  - (2) Either party may terminate this Agreement or an Exhibit A (Marketing Plan) immediately for cause if the other party breaches this Agreement and fails to cure the breach within 30 days’ notice. Any notice of breach must be clearly marked “Notice of Breach of Contract.”
  - (3) Either party may terminate this Agreement or an Exhibit A (Marketing Plan) immediately for cause and without notice if the other party breaches Section 7 (Confidentiality) or infringes that party’s intellectual property rights.
- (c) **Effect of termination.** On termination of the Agreement:
  - (1) The parties will not enter into any new Exhibit A(s) (Marketing Plan); and
  - (2) All existing Exhibit A(s) (Marketing Plan(s)) will continue in full force and effect until completed or terminated by the parties. The terms of the Agreement will survive for the purposes of these Exhibit A(s) until they are completed or are terminated by the parties.

- (d) **Survival.** Sections 7 (Confidentiality), 8 (Representations and warranties), 9 (Indemnification), 10 (Limitation of liability), and 12 (Miscellaneous) will survive expiration or termination of this Agreement.

## **SECTION 7 Confidentiality**

(a) **Confidentiality.**

- (1) Neither party will disclose the other's Confidential Information to third parties. Each party will use such information only for purposes of this business relationship. Each party agrees to take reasonable steps to protect the other's Confidential Information.
- (2) Each party may disclose the other's Confidential Information to Affiliates, employees, and contractors. If disclosed, the disclosing party remains responsible for any unauthorized use or disclosure. These disclosures may be made only on a need-to-know basis, subject to the obligations of this section.

(b) **Personal Data.** The parties will not share Personal Data with each other. To the extent that a party collects personal data in connection with this Agreement or the Marketing Activities, each party will comply with Data Protection Law and will:

- (1) make clear to Data Subjects that that party, and not the other party, is collecting the Personal Data;
- (2) maintain a prominent link to an online privacy policy on each page of its website and/or in a reasonable location within a relevant application or services and ensure that each notice and policy complies with this Agreement and Data Protection Law;
- (3) not process or share the Personal Data for any purpose for which it has not obtained consent;
- (4) establish independent procedures in compliance with Data Protection Law for managing and responding to any communication from a customer seeking to exercise its rights under Data Protection Law;
- (5) provide reasonable assistance to the other in responding to any requests, investigation, consultation, or claims from a Data Subject, regulator, or supervisory authority concerning Data Protection Law;
- (6) take appropriate security measures, as required by Data Protection Law, and in accordance with good industry practice relating to data security; and
- (7) refrain from transmitting unsolicited commercial communications in any manner that would violate applicable laws.

## **SECTION 8 Representations and warranties**

(a) Each party represents and warrants that:

- (1) It has the right, power and authority to enter into this Agreement and perform according to its terms;
- (2) The performance of its obligations will not breach any agreements with a third party;
- (3) The Marketing Materials it provides do not infringe any third party intellectual property or other proprietary right;



- (4) The Marketing Activities will be undertaken in accordance with applicable laws (including without limitation Data Protection Laws); and
  - (5) The Marketing Materials do not contain any libelous, materially false, or misleading statements.
- (b) Disclaimer.** EXCEPT AS PROVIDED HEREIN, EACH PARTY EXPRESSEDLY DISCLAIMS ALL OTHER EXPRESS, IMPLIED, OR STATUTORY WARRANTIES. THIS INCLUDES THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THIS ALSO INCLUDES ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

## **SECTION 9 Indemnification**

Microsoft will indemnify, defend, and hold the Organization and its officers, directors, employees, contractors, Affiliates, and agents harmless from any and all claims, suits, demands, costs, liabilities, expenses, and damages (including reasonable attorneys' costs and fees) related to the breach of this Agreement. The indemnified party may participate in its defense with its own counsel at its sole expense. The indemnifying party will not settle or resolve any such claims or liabilities without the indemnified party's prior written consent. Such consent will not be unreasonably withheld.

## **SECTION 10 Limitation of liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR THAT RELATE IN ANY WAY TO THIS AGREEMENT OR ITS PERFORMANCE. THIS EXCLUSION WILL APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED, WHETHER THE PARTIES HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE, OR WHETHER APPLICATION OF THE EXCLUSION CAUSES ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE. THIS EXCLUSION WILL NOT APPLY TO EITHER PARTY'S LIABILITY FOR BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

## **SECTION 11 Press releases and public statements**

- (a)** Except as set forth in this Agreement or an Exhibit A, neither party nor its Affiliates will make any public statement related to this Agreement without the other's prior written consent.
- (b)** Except as set forth in this Agreement or an Exhibit A, neither party will use the other's name or refer to the other's products or services in any advertising or marketing without prior written approval.

## **SECTION 12 Miscellaneous**

- (a) Relationship.** The parties are independent contractors. This Agreement does not create an employer-employee relationship, partnership, joint venture, or agency relationship and does not create a franchise. Neither Organization nor any of its representatives may make any representation, warranty, or promise on Microsoft's behalf.
- (b) Notices.** Notices may be provided either by electronic or physical mail. The person(s) identified on the first page of this Agreement will receive notices on behalf of their respective Organization. Either party may change the persons to whom notices will be sent by giving notice to the other.

- (c) **Jurisdiction and governing law.** The laws of the State of Georgia govern this Agreement. If federal jurisdiction exists, the parties consent to exclusive jurisdiction and venue in the federal courts in Atlanta, Georgia. If not, the parties consent to the exclusive jurisdiction and venue in the state courts in Atlanta, Georgia.
- (d) **Attorneys' fees.** If either Microsoft or Organization employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to attempt to recover its reasonable attorneys' fees, costs, and other expenses, including the costs and fees incurred on appeal or in a bankruptcy or similar action.
- (e) **Waiver.** A party's delay or failure to exercise any right or remedy will not result in a waiver of that or any other right or remedy.
- (f) **Severability.** If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect.
- (g) **Assignment.** Either party may assign this Agreement to an Affiliate. If either party assigns this Agreement, it must notify the other in writing. Any other assignment requires prior written approval of the other party.
- (h) **Force majeure.** Neither party will be liable for failure to perform any obligation under this Agreement to the extent such failure is caused by a force majeure event. These include acts of God, natural disasters, war, civil disturbances, actions by a governmental entity, strikes, and other causes beyond the party's reasonable control. The party affected by the force majeure event will provide notice to the other party within a commercially reasonable time and will use its best efforts to resume performance. Obligations not performed due to a force majeure event will be performed as soon as reasonably possible when the force majeure event ends.
- (i) **Integration and modification.**
  - (1) Entire agreement. This Agreement (including any exhibits) is the entire agreement between the parties regarding its subject matter. It replaces all prior agreements, communications, and representations between the parties regarding its subject matter.
  - (2) Amendment. This Agreement may be changed only by an amendment signed by both parties.
- (j) **Counterparts.** The parties may execute this Agreement in counterparts. Each counterpart will be deemed an original and all counterparts will constitute one agreement binding both parties. Facsimile signatures will be considered binding.

**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:

**MICROSOFT CORPORATION**

---

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

---

Name:

Title:

Date:

ATTEST:

ATTEST:

---

Tonya R. Grier  
Clerk to the Commission

---

Name:

Title:

Date:

( Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

---

Office of the County Attorney

APPROVED AS TO CONTENT:

---

David Manuel  
**Director, Department of Arts and Culture**

## Marketing Plan No. 1

This Marketing Plan No. 1 is a part of and subject to the Microsoft Corporation Co-Marketing Agreement between Microsoft and Organization effective as of \_\_\_\_ (the “*Agreement*”). This Exhibit A (Marketing Plan) will be effective on \_\_\_\_ (the “*Exhibit Effective Date*”).

### Agreed and accepted

Microsoft	Organization
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

### SECTION 1 Purpose

Microsoft agrees to sponsor the Organization’s Public Art Futures Lab (PAFL) “Artist in Residence” program (“*Program*”) in Calendar Year 2022. In exchange for the sponsorship, Organization agrees to work with Microsoft to promote and amplify Microsoft’s partnership with the Organization and artist stories across all Microsoft owned and operated and social channels (in direct coordination with and with full approval from Organization/artists).

### SECTION 2 Payment

Microsoft will pay Organization Forty Thousand Dollars (US \$40,000) (“*Payment*”) to be utilized in accordance with this Marketing Plan. Organization will invoice Microsoft in accordance with Microsoft payment processes, and Microsoft will pay the fee Net 30 from receipt of Organization’s invoice.

It is the intent of Microsoft that the Payment is in compliance with all applicable laws, regulations and ethics rules. It is also Microsoft’s intent that this Payment be for the use and benefit of the Organization, not the personal use or benefit of any employee of the Organization. Microsoft provides the Payment without seeking promises or favoritism for Microsoft in any bidding arrangements. Microsoft provides this Payment with the understanding that it will not as a result of such assistance be prohibited from any procurement opportunities or be subject to any reporting requirements. Acceptance of the Payment imposes no obligation on your organization to acquire or use any Microsoft products or services.

### SECTION 3 Exclusivity; Designations

Organization will not partner with any of the following Microsoft competitors in connection with the PAFL: Apple, Google, Amazon/AWS, IBM, HP, Intel, Salesforce, Oracle, Samsung and SAP. Organization will refer to Microsoft and Microsoft may refer to itself as the “Official Technology Partner” or a similar designation mutually agreed by the parties.

### SECTION 4 Sponsorship Benefits

- (a) **Brand Exposure.** Microsoft provided logos and marks will be included on Fulton County Arts and Culture Department assets such as websites, in-venue (e.g., Underground Atlanta) signage, etc.
- (b) **Marketing Materials.** Organization will create marketing videos and other promotional and marketing materials ("*Marketing Materials*") highlighting the partnership with Organization and artists, with assistance from Microsoft.
- (c) **Social.** Fulton County Arts and Culture Department to promote all relevant partnership content across Fulton County Arts and Culture Department social media handles.
- (d) **Management of Program.** Organization will be solely responsible for managing the Program. Microsoft will assist Organization in facilitating appropriate Microsoft technology demonstrations with at least three participating artists. Organization will be solely responsible for procuring technology for the participating artists.

## SECTION 5      **Marketing Materials**

- (a) **Development of Marketing Materials.** Organization will use \$25,000 of the \$40,000 Payment to onboard a third-party creative agency ("*Creative Agency*") to capture content throughout the Program for use in the Marketing Materials. Organization will select the Creative Agency through a standard RFP process. Organization will work with Microsoft to develop the brief for the RFP; however the Organization will manage the full RFP process and execute an agreement directly with the Creative Agency and pay any associated fees to the Creative Agency.
- (b) **Use of Marketing Materials.** Microsoft may use Marketing Materials across digital, social, electronic, and emerging media, out of home use, public relations, and linear broadcast. Microsoft may incorporate any Promotional Material content with other content produced for purposes of other mutually agreed-upon events and campaigns
- (c) **Organization personnel.** Organization will provide Microsoft with access to Organization stakeholders to provide testimonials, quotations, interviews or other content to be used for Marketing Materials. Organization will obtain sufficient permission and consent from all applicable individuals Microsoft will be interviewing, videotaping, inviting to speak at public events or otherwise obtaining information or materials from, to enable unrestricted use (subject to the terms herein) in the Marketing Materials of their name, voice, signature, photograph, image or likeness, as may be required under any rights of publicity or privacy or similar laws or rules. At Microsoft's request, Organization will provide Microsoft copies of documents evidencing that permission.
- (d) **Permission from artists and attendees.** Organization will obtain sufficient permission and consent from artists and all applicable individuals (and their parents/guardians, for minors) who may be interviewed, filmed, photographed or otherwise recorded during the Organization's events, to enable unrestricted use (subject to the terms herein) in the Marketing Materials of their name, voice, signature, photograph, image or likeness, as may be required under any rights of publicity or privacy or similar laws or rules. At Microsoft's request, Organization will provide Microsoft copies of documents evidencing that permission.
- (e) **Ownership and use of Marketing Materials.** Organization will own the Marketing Materials. Microsoft may directly and indirectly make, use, and exploit the Marketing Materials, including any associated rights of publicity applicable thereto, by any means known now or discovered later (including electronic recording, film, videotape, audio tape and/or photography). Organization hereby grants Microsoft a worldwide perpetual, irrevocable, worldwide,

sublicensable license to reproduce, distribute, use, translate, and transmit, approved Marketing Materials through Microsoft's digital and social media channels.

- (f) **No obligation.** Notwithstanding anything to the contrary in the Agreement, Microsoft has no obligation to create or distribute any Marketing Materials.

## **SECTION 6      Content**

- (a) **Microsoft Content.** Microsoft may give Organization certain artwork, sound, graphic, and music files, logos, trademarks, text, or other materials to use for the Marketing Activities described in this Exhibit (collectively, the "*Microsoft Content*"). Microsoft grants to Organization the right to use the Microsoft Content for the Marketing Activities described in this Marketing Plan. This Agreement does not transfer any title to or ownership of any Microsoft Content or any of Microsoft's intellectual property rights to Organization. Microsoft reserves all rights not expressly granted.
- (b) **Organization Content.** Organization will give Microsoft certain Organization artwork, sound, graphic, and music files, logos, trademarks text, or other materials to use for the Marketing Activities described in this Exhibit (collectively, the "*Organization Content*"). Organization grants to Microsoft the right to use the Organization Content for the Marketing Activities described in this Marketing Plan. This Agreement does not transfer any title to or ownership of any Organization Content or any of Organization's intellectual property rights to Microsoft. Organization reserves all rights not expressly granted.
- (c) **Approval.** As this Agreement requires, a Party ("*Requestor*") shall submit in writing (e-mail is sufficient) to the other Party ("*Reviewer*") all uses of the Reviewer's Content and/or Trademarks. The Reviewer shall use commercially reasonable efforts to notify the Requestor of its approval or rejection of any use of the Reviewer's Intellectual Property within ten (10) business days after its receipt of the applicable request for approval. If no rejection is received within such ten (10) day period, the materials shall be deemed approved ("*Approved Materials*"). Thereafter, the Requestor may continue to use such Approved Materials solely as this Agreement expressly permits as long as such use does not depart in any material respect from the use originally approved. Nevertheless, the Reviewer retains the right in its reasonable discretion to withdraw for future use all or any portion of any Approved Materials.

## **SECTION 7      Trademarks**

Microsoft will provide Organization with logos and trademarks for use in connection with this Exhibit A.

Organization's use of Microsoft's Trademarks in promotional materials must comply with the Trademark and Branding Guidelines attached as Exhibit B (Trademark and Branding Guidelines).

## **SECTION 8      Term**

The initial term of this Exhibit A starts on the Exhibit Effective Date and ends on December 31, 2022. Sections 5(d) and 8 of this Exhibit will survive termination of this Exhibit A or the Agreement.

*[Remainder of this page is intentionally left blank]*

## **Trademark and Branding Guidelines**

1. Organization may use the specific Microsoft trademarks and logos approved for use by Microsoft in connection with a Promotion (collectively, the “*Microsoft Marks*”) solely in connection with the Promotion and for no other purpose.
2. Organization’s name, logos, and trademarks must appear on any materials where the Microsoft Marks are used and must be larger and more prominent than the Microsoft Marks.
3. The Microsoft Marks may not be used in any manner that expresses or might imply Microsoft’s affiliation, sponsorship, endorsement, certification, or approval, other than as contemplated by this Agreement.
4. Organization shall not use the Microsoft Marks in a manner that might suggest co-branding or otherwise create potential confusion as to source or sponsorship of the Promotion or ownership of the Microsoft Marks.
5. The Microsoft Marks may not be included in any non-Microsoft trade name, business name, domain name, product or service name, logo, trade dress, design, slogan, or other trademark.
6. Organization may use the Microsoft Marks only as provided by Microsoft. Except for size subject to the restrictions herein, the Microsoft Marks may not be altered in any manner, including proportions, colors, elements, *etc.*, or animated, morphed, or otherwise distorted in perspective or dimensional appearance.
7. The Microsoft Marks may not be combined with any other symbols, including words, logos, icons, graphics, photos, slogans, numbers, or other design elements.
8. The logo Microsoft Marks must stand alone. A minimum amount of empty space must surround the logo Microsoft Marks separating it from any other object, such as type, photography, borders, edges, *etc.* The required area of empty space around the logo Microsoft Marks must be X, where X equals  $\frac{1}{2}$  the height of the logo Microsoft Marks.
9. The integrity of all elements of the Microsoft Marks must be maintained. For example, the type and trademark notations must be readable; in no event may the Microsoft Marks appear so small that these conditions are not met.

*[Remainder of this page has been intentionally left blank]*



# Concept Brief



# The Challenge

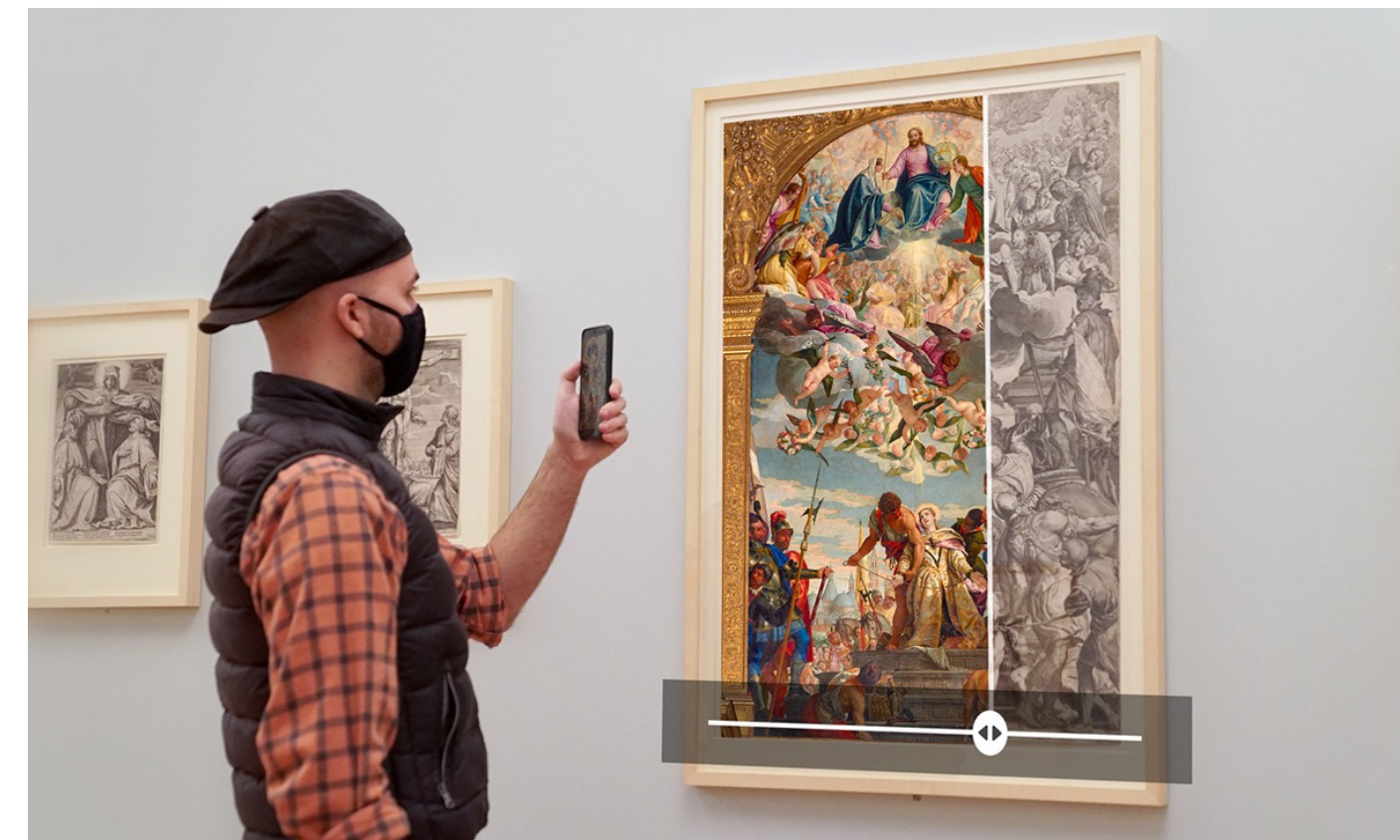
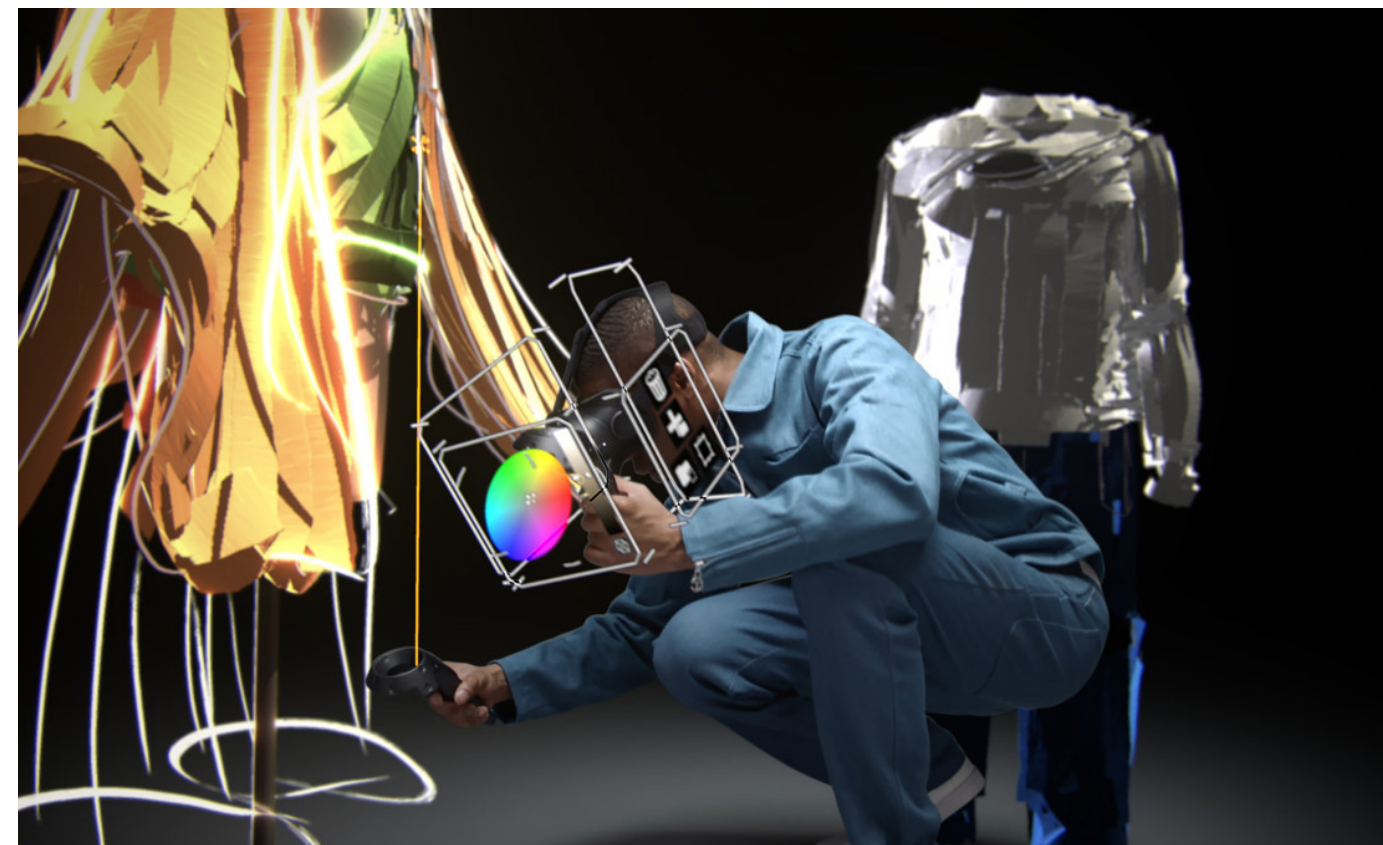
*Technology is evolving at a rapid pace,  
presenting new opportunities for artists and  
audiences*

*The lack of physical art shows during the first year of the pandemic highlighted the need for the art world to democratize the experience of viewing art*



# Opportunities for artists:

- New ways of experiencing existing art
- Immersive and interactive digital and physical art experiences
- Expanding the notion of who and what an artist is





# Opportunities for audiences:

- Reach new and diverse audiences, particularly during COVID-19
- Extend impact, beyond a one-time performance or event
- Making art a more participatory experience
- Enhance storytelling approaches
- Address geographical, social and physical barriers to ensure everyone has access to art

*But, Atlanta artist's risk being left behind through a lack of opportunities, funding, and awareness to fully utilize technology in their creative practice*

# Existing Barriers:

- Cost of equipment
- Expertise and knowledge to utilize the technology
- Commissions and opportunities to exhibit
- Adoption by the arts community also requires an understanding of what is possible
- Sustainable career paths

*“The global crisis has accelerated the necessity to replicate and expand our confined reality, yet it seems that the art world is still struggling to understand the full potential of XR”*

Valeria Facchin, The Art Newspaper (2021)

XR = Extended Reality, an umbrella term that covers VR, AR, and MR

*These barriers have limited the adoption of new technology in the arts and only those with access to resources can explore these emerging technologies.*

*This is even more prevalent in public art.*



## Public Art Futures Lab

The Lab will be a physical and online space to exhibit, experiment, educate and experience the role of technology and its intersection with public art.

By reducing barriers to create and participate in these emerging forms of art, the Lab seeks to expand access to cultural enrichment, provide the tools for artists to thrive, and take a national role in leading the broader adoption of technology in the arts.

# Art + Tech Ecosystem in Atlanta

## Independent artists

Growing community of artists working on commissioned and self-directed projects

## Commercial

Film and gaming companies  
Creative media companies  
XR exhibition spaces

## Education

Georgia Tech,  
Georgia State  
University, SCAD

# How will the Lab fit into this ecosystem?

## Training and access

Reducing the barriers to access knowledge and technology by training artists in this new media

## Reaching New Audiences

Expanding beyond private and campus space to share these experiences with all

## Partnerships

Breaking down silos encouraging connections and collaboration

# What will the Lab do?



## Engage

Engage with new audiences in innovative ways, especially those who encounter barriers to participating in more traditional art experiences



## Examples:

- Partner with the County's Health and Human Services portfolio to engage broader audiences as well as work with Atlanta and Fulton County Schools to expand access to the arts



# What will the Lab do?



## Educate

Providing access and training to local artists on various aspects of art and technology



## Examples:

- Workshops and training series
- Guest speakers
- Exhibition/product demonstrations of from developers and tech providers
- Artist-in-Residence





# What will the Lab do?



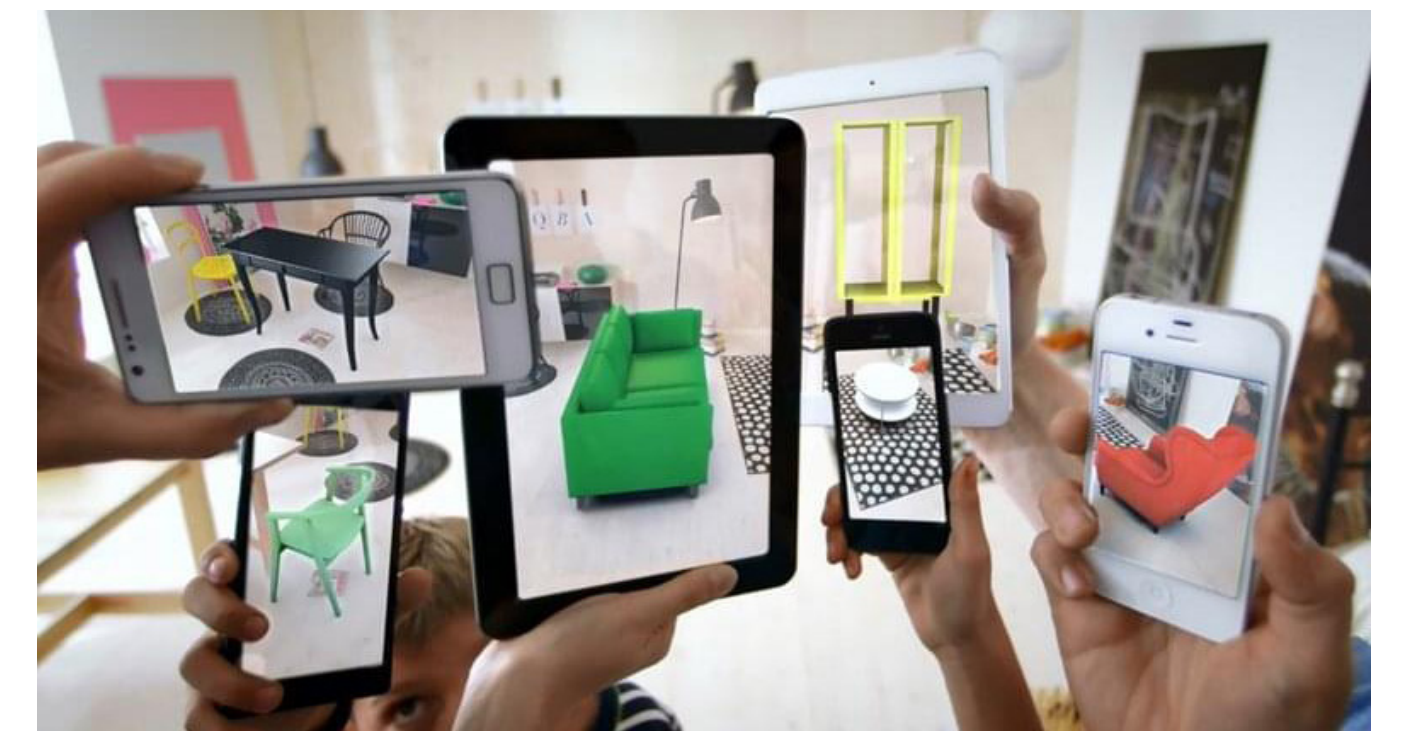
## Exhibit and Experiment

Through the exploration of new spaces (physical and digital)  
and unique artistic experiences with technology



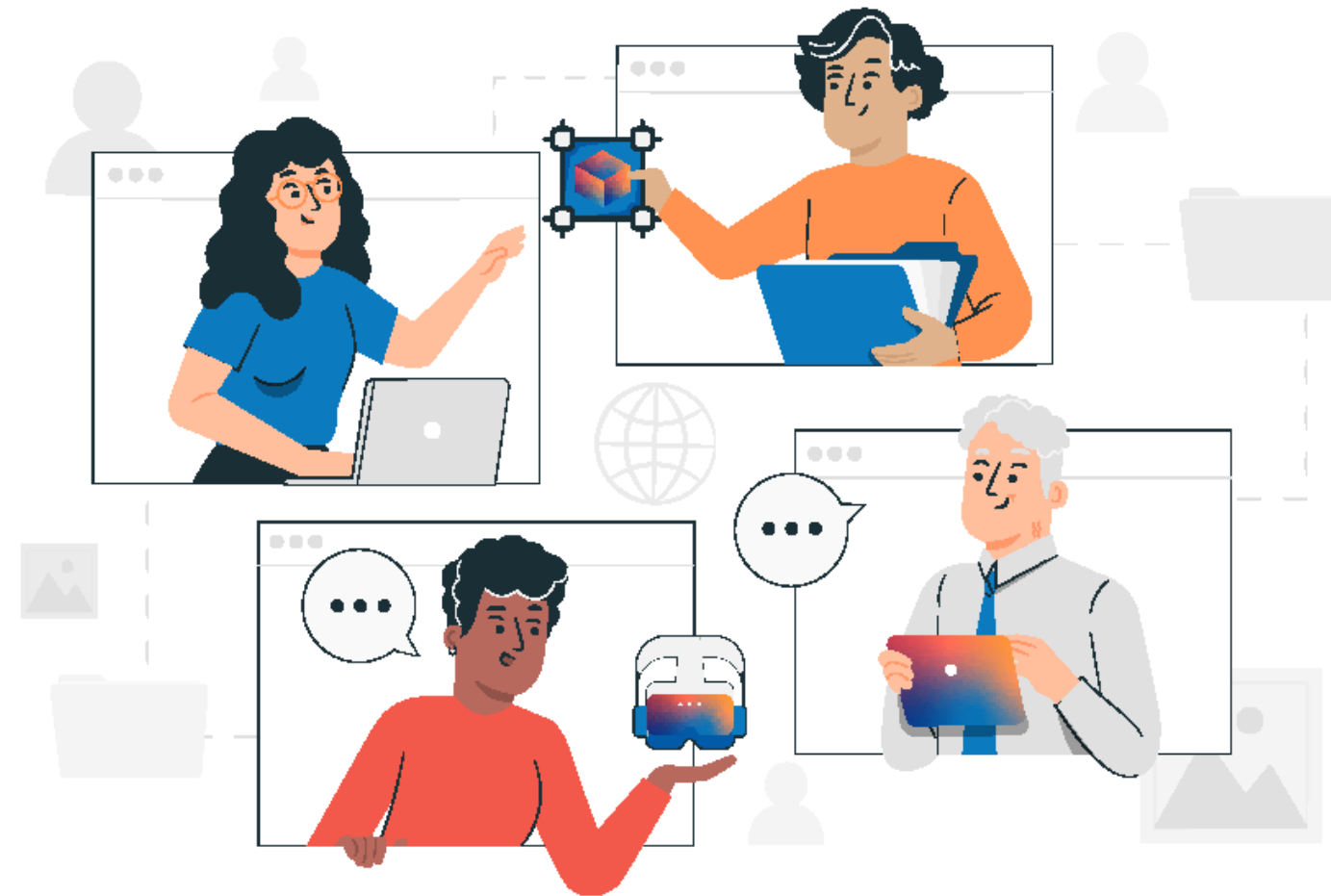
## Examples:

- Digitally layering new stories/ experiences to the existing public art collection
- Creating interactive public art experiences that merge digital and physical space
- Offer experiences only available in Virtual Reality



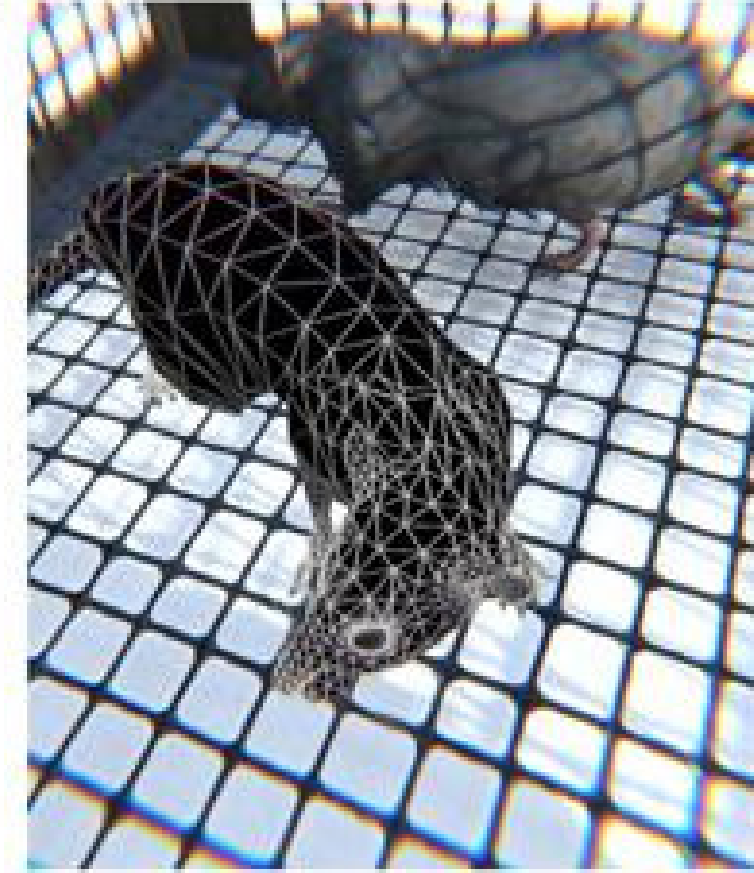


# What will the Lab do?



## Connect and catalyze

Connect artists with commercial opportunities and catalyze new futures in public art that inspire audiences



# Ways to partner with us

- **Technology providers** - access to hardware/software or product training/demonstrations
- **Educators** - support the professional development of artists, increase visibility to student projects
- **Creative agencies/Brands** - help us to connect artists with commercial opportunities
- **Sponsorship** - support the operation and exhibition of public art experiences

# Get in touch

Alex Frankcombe

Public Art Manager

Fulton County Arts and Culture

(678) 296-7320

[Alex.Frankcombe@fultoncountyga.gov](mailto:Alex.Frankcombe@fultoncountyga.gov)





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 22-0140

Meeting Date: 3/2/2022

### Department

Public Works

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

Request approval of a change order less than 10% - Department of Public Works, 20ITB125848K-DB, Road Resurfacing at no additional cost with C.W. Matthews Contracting Company (Marietta, GA) to amend the list of roadways to be resurfaced are within the unincorporated area of the Fulton Industrial District. 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)*

Infrastructure and Economic Development

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

### Summary & Background:

Department of Public Works request approval of a no cost change order with C.W. Matthews Contracting Company to provide road resurfacing services within the unincorporated area of the Fulton Industrial District.

### Scope of Work:

In the spring of 2021, the Department of Public Works secured the services of C.W. Matthews to



resurface a number of roadways in the unincorporated area of Fulton County south of I-20. These roads included:

- Bucknell Drive between Great Southwest Parkway and Great Southwest Parkway
- Fulton Industrial Circle between Fredrick Drive and Fulton Industrial Boulevard
- McDougall Drive between James Aldredge Boulevard and Wharton Drive
- Mendel Court between Mendel Drive and the cul-de-sac
- Patton Drive between Fulton Industrial Boulevard and the cul-de-sac
- Purdue Drive between Boat Rock Boulevard and Duquesne Drive
- Robinson Drive between Fulton Industrial Drive and Selig Drive
- Stonehill Drive between Villanova Drive and Villanova Drive
- Tradewater Parkway from Fulton Industrial Boulevard and the cul-de-sac
- Wesleyan Drive between Wheaton Drive and the cul-de-sac
- Xavier Drive between LaGrange Boulevard and the cul-de-sac

With the adoption of HB 445 by the General Assembly and signed into law by Governor Kemp, all of the unincorporated area of Fulton County south of I-20 along Fulton Industrial Boulevard was annexed into the City of South Fulton in May 2021. Since these roadways are now within the city limits of the City of South Fulton and Fulton County does not provide transportation services to the City of South Fulton, Fulton County will no longer complete these resurfacing activities.

The area north of I-20 along the Fulton Industrial Boulevard remains as unincorporated Fulton County and there are a number of roadways in this area that are in need of resurfacing. Therefore, the Department of Public Works has recommended that the current contract with C.W. Matthews be amended to remove the previously identified roadways and replaced with the following:

1. South Airport Road between Martin Luther King Drive to Martin Luther King Drive
2. Aero Drive between Aviation Circle to cul-de-sac
3. Airway Drive between Aviation Circle to cul-de-sac
4. Interchange Drive between Wendell Drive and Fulton Industrial Boulevard
5. National Drive between Martin Luther King Drive to cul-de-sac
6. Distribution Drive between Martin Luther King Drive to cul-de-sac

These roadways north of I-20 can be completed within the funds budgeted for this work in 2021 and no additional funds are necessary.

**Community Impact:**

Resurfacing the roadways in a timely manner creates a structurally sound and safe roadway system for vehicles and pedestrians within the Fulton Industrial District that utilize these roads and allows businesses in the unincorporated area of Fulton County to efficiently deliver goods and services.

**Department Recommendation:**

Department of Public Works recommends approval of a no cost change order to provide road resurfacing services.

**Project Implications:**

The approval of this request will allow the resurfacing of the selected roads in a timely manner.

**Community Issues/Concerns:**

Public Works Department is not aware of any issues / concerns.

**Department Issues/Concerns:**

C.W. Matthews Contracting Company has provided roadway resurfacing activities for Fulton County in the past and has always performed exceptionally well. No issues or concerns are known or anticipated.

**Contract Modification:**

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	20-0759	10/21/2020	\$4,256,090.85
Increase Spending Authority	21-0376	6/2/2021	\$4,427,272.00
<b>Change Order No. 2</b>			<b>\$0.00</b>
Total Revised Amount			\$8,683,362.85

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

**Contract Value:** \$No Cost

**Prime Vendor:** C. W. Matthews Construction Co., Inc.

**Prime Status:** Non-Minority

**Location:** Marietta, GA

**County:** Cobb County

**Prime Value:** \$No Cost

**Subcontractor:** Peek Pavement Markings, LLC

**Subcontractor Status:** Non-Minority

**Location:** Columbus, GA

**County:** Muscogee County

**Contract Value:** \$No Cost

**Subcontractor:** E L Jones Construction

**Subcontractor Status:** African American Male Enterprise - Certified

**Location:** Conyers, GA

**County:** Rockdale County

**Contract Value:** \$No Cost

**Subcontractor:** Lincoln Trucking, Inc.

**Subcontractor Status:** African American Male Enterprise-Non-Certified

**Location:** Snellville, GA

**County:** Gwinnett County

**Contract Value:** \$No Cost

**Subcontractor:** Graham Hauling, Inc.  
**Subcontractor Status:** African American Male Business-Certified  
**Location:** Fayetteville, GA  
**County:** Fayette County  
**Contract Value:** \$No Cost

**Subcontractor:** Harrell Hauling, Inc.  
**Subcontractor Status:** African American Female Business Enterprise-Non-Certified  
**Location:** Oxford, GA  
**County:** Newtown County  
**Contract Value:** \$No Cost

**Subcontractor:** Four Seasons Trucking, Inc.  
**Subcontractor Status:** African American Male Business Enterprise-Non-Certified  
**Location:** Decatur, GA  
**County:** DeKalb County  
**Contract Value:** \$No Cost

**Subcontractor:** G & J Trucking, LLC  
**Subcontractor Status:** African American Male Business Enterprise-Non-Certified  
**Location:** Lithonia, GA  
**County:** DeKalb County  
**Contract Value:** \$No Cost

**Subcontractor:** MAR Trucking, Inc.  
**Subcontractor Status:** African American Female Business Enterprise-Certified  
**Location:** Snellville, GA  
**County:** Gwinnett County  
**Contract Value:** \$No Cost

**Subcontractor:** MVG Trucking, Inc.  
**Subcontractor Status:** African American Male Business Enterprise-Non-Certified  
**Location:** Lithonia, GA  
**County:** DeKalb County  
**Contract Value:** \$No Cost

**Total Contract Value:** \$No Cost  
**Total M/FBE Value:** \$No Cost

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

Exhibit 1: Change Order No. 2 to Form Agreement

Exhibit 2: Contractor Performance Report

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

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

**Contract Attached**

No

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$4,256,090.85  
Previous Adjustments: \$4,427,272.00  
This Request: \$0.00  
TOTAL: \$8,683,362.85

**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:**

301-540-5403-1119: South Fulton Sub-District, Public Works, Road & Bridge Repair & Maintenance - \$0.00

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

---

**Agenda Item No.:** 22-0140

**Meeting Date:** 3/2/2022

---

**Overall Contractor Performance Rating:** 4.0

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

Yes

**Report Period Start:**  
8/30/2019

**Report Period End:**  
3/31/2020

## **CHANGE ORDER NO. 2 TO FORM OF CONTRACT**

**Contractor:** C. W. Matthews Contracting Company

**Contract No.:** 20ITB125848K-DB, Road Resurfacing

**Address:** 1600 Kenview Drive  
**City, State** Marietta, Georgia 30060

**Telephone:** (770) 422-7520

**E-mail address:** [mikek@cwmatthews.com](mailto:mikek@cwmatthews.com)

**Contact:** Mike Kleuckling

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

WHEREAS, Fulton County ("County") entered into a Contract with C. W. Matthews Contracting Company ("Contractor") to provide resurfacing of roads within the Fulton Industrial District, dated October 21, 2020, on behalf of the Department of Public Works; and

WHEREAS, in the spring of 2021, the Department of Public Works secured the services of Contractor to provide resurfacing services for a number of roadways in the unincorporated area of Fulton County south of I-20; and

WHEREAS, with the adoption of HB 445 by the General Assembly and signed into law by Governor Kemp, all of the unincorporated area of Fulton County south of I-20 along Fulton Industrial Boulevard was annexed into the City of South Fulton in May 2021. Since these roadways are now within the city limits of the City of South Fulton and Fulton County does not provide transportation services to the City of South Fulton, Fulton County will no longer complete these resurfacing activities; and

WHEREAS, the area north of I-20 along the Fulton Industrial Boulevard remains as unincorporated Fulton County and there are a number of roadways in this area that are in need of resurfacing, this change order will remove the previously identified roadways and add roadways located in unincorporated Fulton County; and

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

WHEREAS, this Change Order No.2 was approved by the Fulton County Board of Commissioners on [Insert Board of Commissioners approval date and item number].

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

This Change Order No. 2 to Form of Contract is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2022, between the County and Contractor who agree that all Services specified will be performed in accordance with this Change Order No. 2 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** Change Order No. 2 to Form of Contract amends the contract as follows:

A. Removes the following roadways for resurfacing:

- Bucknell Drive between Great Southwest Parkway and Great Southwest Parkway
- Fulton Industrial Circle between Fredrick Drive and Fulton Industrial Boulevard
- McDougall Drive between James Aldredge Boulevard and Wharton Drive
- Mendel Court between Mendel Drive and the cul-de-sac
- Patton Drive between Fulton Industrial Boulevard and the cul-de-sac
- Purdue Drive between Boat Rock Boulevard and Duquesne Drive
- Robinson Drive between Fulton Industrial Drive and Selig Drive
- Stonehill Drive between Villanova Drive and Villanova Drive
- Tradewater Parkway from Fulton Industrial Boulevard and the cul-de-sac
- Wesleyan Drive between Wheaton Drive and the cul-de-sac
- Xavier Drive between LaGrange Boulevard and the cul-de-sac

B. Adds the following roadways to be resurfaced:

- South Airport Road between ML King, Jr. Drive to ML King, Jr. Drive
- Aero Drive between Aviation Circle to cul-de-sac
- Airway Drive between Aviation Circle to cul-de-sac
- Interchange Drive between Wendell Drive and Fulton Industrial Boulevard
- National Drive between Martin Luther King Drive to cul-de-sac
- Distribution Drive between Martin Luther King Drive to cul-de-sac

2. **COMPENSATION:** No additional funds are necessary. The services described under Scope of Work herein shall be performed by Contractor. These roadways north of I-20 can be completed within the current budget in an amount not to exceed \$1,632,444.20 for resurfacing activities.

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:

**C. W. MATTHEWS  
CONTRACTING COMPANY**

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

\_\_\_\_\_  
Daniel Garcia,  
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: _____ <b>RECESS MEETING</b>	ITEM#: _____ RM: _____ <b>REGULAR MEETING</b>
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# DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

## CONTRACTORS PERFORMANCE REPORT CONSTRUCTION SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
8/30/2019	3/31/2020	9/2/2019	3/31/2020
PO Number			PO Date
540PO23310828K			8/28/2019
Department	<b>Public Works</b>		
Bid Number			
Service Commodity	<b>Road Resurfacing</b>		
Contractor	C. W. Matthews		

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. Project Development (-Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)

#### Comments:

☐ 0  
☐ 1  
☐ 2  
☐ 3  
☒ 4

The contractor had a knowledgeable and experienced team of Project Manager, Superintendent and Heavy Equipment Operators working on this project.

### 2. Design (-Were Milestones Met Per Contract – Reliability – Responsiveness to Direction/Change – On Time Completion – Liquidated Damages)

#### Comments:

☐ 0  
☐ 1  
☐ 2  
☐ 3  
☒ 4

Despite challenging weather conditions, the contractor completed ahead of schedule.

### 3. Award - Proposal Development (-Met Timeless/Due Dates - Reasonable/Cooperative - Flexible/Motivated - Prompt Problem Notification)



☐ 0  
☐ 1  
☐ 2  
☐ 3  
☒ 4

**Comments:**

The team were very flexible and adjusted their workdays to ensure that the project would be completed on schedule.

4. Construction (-Mobilization Timely – Were Milestones Met – Met/Exceeded Specifications – Within Budget Performance – Proper Invoicing – Quality of Work – Responsive to Owner)

☐ 0  
☐ 1  
☐ 2  
☐ 3  
☒ 4

**Comments:**


Equipment and personnel we mobilized in a timely manner and schedule were met. The Project Manager provided daily notifications; invoices were correctly done and submitted on time.

5. Closeout Action and Contractors Key Personnel (-Effective Management - Credentials/Experience - Ability to Accomplish Mission - Conduct)

☐ 0  
☐ 1  
☐ 2  
☐ 3  
☒ 4

**Comments:**

Contractor personnel were responsive for inspections and punch list items were promptly addressed.

Overall Performance Rating: 4.0		
Would you select/recommend this vendor again? (Check box for Yes. Leave Blank for No) <input checked="" type="radio"/> Yes <input type="radio"/> No	Rating completed by:	Wyvern.Budram
Department Head Name	Department Head Signature	Date
David Clerk		9/1/2020





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0141

**Meeting Date:** 3/2/2022

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### Department

Select Fulton

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

Request approval of a Resolution for a Fulton County Tax Allocation District (TAD) Review Process for Participation - to provide the Board of Commissioners with clear information on the goals, accountability and use of funds in a proposed TAD seeking the inclusion of Fulton County ad valorem taxes.

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

Pursuant to Fulton County Code Sec. 1-117, the Board of Commissioners has exclusive jurisdiction and control in directing and controlling all the property of the county, as they may deem expedient, according to law, having the care, management, keeping, collecting, or disbursement, of money belonging to the county, or appropriated for its use and benefit, and to exercise such other 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)*

Infrastructure and Economic Development

### Commission Districts Affected

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

### Is this a purchasing item?

No

**Summary & Background** *(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:** Fulton County currently participates in 15 TADs, a majority of which are located

inside the City of Atlanta. Since 1999, \$346,876,612 of Fulton County operating funds have gone to projects inside the TADs, with the County representing, on average, 49% of the total share of funds contributed to the TADs. Select Fulton developed the Fulton County Tax Allocation District (TAD) Review Process for Participation to provide the BOC with clear information on the goals, accountability and use of funds in a proposed TAD seeking the inclusion of County ad valorem taxes. Importantly, this process helps to inform the municipalities which elements of their proposed TAD the County will review and consider. Currently, the City of South Fulton and the City of Alpharetta have notified Fulton County of their intent to seek Fulton County's participation in their newly proposed TADs. Additionally, key partners like the Fulton County Schools have recently established a TAD review process for participation. Thus, Select Fulton is proposing and seeking BOC approval on the attached Fulton County TAD Review Process for Participation.

**Community Impact:** Impacts funding in a newly proposed TAD seeking the inclusion of County ad valorem taxes.

**Department Recommendation:** Select Fulton recommends approval of this TAD review process.

**Project Implications:** Provides for better understanding on use of County funds in any newly proposed TAD.

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None



## **Fulton County Government Tax Allocation District Review Process for Participation**

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### **INTRODUCTION**

Fulton County seeks to partner with its municipalities to stimulate economic opportunities for its residents in the form of new commercial developments, infrastructure improvements and community benefits. Tax Allocation Districts (TAD) are strategic tools under the Georgia Redevelopment Powers Law (O.C.G.A. § 36-44-1 et. seq.) that enable the County to commit long-term funding, in a defined area, to redevelopment projects by action of the Fulton County Board of Commissioners (BOC). The law also expressly states that “it is the intention of the General Assembly that this chapter be liberally construed,” and, therefore, the statutory requirements are broad.

Fulton County has developed the following tiered review process to provide the BOC clear information on the goals and use of funds in a proposed TAD seeking the inclusion of County ad valorem taxes. Importantly, this process helps to inform our municipal partners which elements of their proposed TAD the County will review and consider.

### **SUBMISSION**

**Instructions:** All requests for consent to include the County’s ad valorem tax in a proposed TAD must review and provide complete responses to as many items requested below. Completed responses should be submitted electronically to the contact below at Select Fulton, the County’s Department of Economic Development. Questions/comments should be submitted to the same contact below.

Samir Abdullahi  
Deputy Director, Select Fulton  
Department of Economic Development  
141 Pryor Street SW, Suite 2052 | Atlanta, GA 30303  
Phone: 404—612-8120; Cell 404-808-7995  
Email: Samir.Abdullahi@fultoncountyga.gov

### **REVIEW PROCESS**

Select Fulton staff will work with relevant internal departments and the County Manager to prepare a summary informational report to the BOC based on the proposed TAD responses. Staff will reach out to the municipality of the proposed TAD for any clarifications or additional information needed. The proposed TAD will be presented to



the BOC within 90 days after a completed response is submitted. The final decision for Fulton's TAD participation will rest with the BOC.

### **PROPOSED TAD REVIEW: TIERED APPROACH**

The following tiered approach is used to provide clear information on the proposed TAD. Please provide a complete response to as many of the items below:

**TIER I: STATUTORY REVIEW:** *Tier I reflects the basic statutory requirements set forth in the Georgia Redevelopment Powers Law.*

1. **Feasibility:** The proposed TAD must demonstrate that “but for” the County’s participation in TAD financing, the project would not be feasible and could not be completed without the proposed TAD assistance. In determining whether this “but for” test is met, the proposed TAD should:
  - a. Describe redevelopment cost estimates and proposed financing methods for the redevelopment,
  - b. Specify the estimated tax allocation increment base of the TAD,
  - c. specify the amount, term, and rate of interest of proposed tax allocation bonds to be issued,
  - d. estimate positive tax allocation increments for the period of the bonds,
  - e. specify the property pledges for payment or security of payment for TAD bonds, and
  - f. provide pro-forma and expense schedules which include annual pro- forma projected for a minimum ten-year period containing detailed assumptions including vacancies and debt service.
2. **Economic Growth:** Explain why the redevelopment areas has not been and is not reasonably expected to be subject to growth and development by private enterprise. Additionally, the proposed TAD should detail the anticipated impact on the local economy as a result of implementing the TAD.
3. **Boundaries:** Specify and include a map of the boundaries of the proposed TAD redevelopment area along with the effective date for creation and termination of the TAD.

**TIER II: GENERAL COUNTY REQUESTS :** *Tier II specifies Fulton County’s minimum requests for TAD participation.*

1. **County Governance in TAD:** The TAD proposal should include a meaningful number of BOC delegates to actively participate in the decision-making process. Either in the form of representation on the redevelopment agency seeking the County’s participation in the TAD. Or BOC approval of development projects seeking TAD funds. Specify what type of representation the County will have in the decision-making process if any.





2. **Term and Use of County Tax Increment:** The term of the County's inclusion of tax increments for the TAD should not exceed 25 years and shall only be used for debt service. Does the proposed TAD have longer term than 25 years?
3. **Annual Reporting:** The municipality/redevelopment agency should provide an annual report with financial statements that discusses the progress of the TAD including the implementation of the redevelopment plan, updates on supported projects, use of the tax increment, any excess increment, and whether any bond issues are outstanding. Such annual report shall also contain the findings of an independent auditor. Describe the reporting process on the proposed TAD to Fulton County.
4. **Halo-Effect Areas:** The proposed areas of redevelopment should be limited to such areas that require redevelopment and not encompass any halo-effect areas. Does the proposed TAD include areas not directly in need or receiving redevelopment?
5. **School District Consent:** Has the relevant School District consented to or is anticipated to consent to the inclusion of ad valorem taxes?

**TIER III: TAD SPECIFIC RECOMMENDATIONS:** *Tier III focuses on the specific TAD proposal. As all TADs have different needs and goals, a rigid criteria may overlook issues unique to a specific TAD. The following topics below, although not required by state law, are strongly recommended to be included in TAD proposals seeking Fulton participation:*

1. **Public Benefits:** The proposed TAD should provide substantial community benefits to the area being redeveloped. Describe the community benefits that would be funded by the proposed TAD such as, but not limited to:
  - i. Affordable Housing
  - ii. Transit
  - iii. Arts and Cultural Use
  - iv. Walkability
  - v. Environmental Remediation
  - vi. Broadband Access
2. **PILOT Payments:** Does the TAD propose to provide PILOT payments to the County?





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0142

**Meeting Date:** 3/2/2022

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





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0143

**Meeting Date:** 3/2/2022

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

Ratification of Minutes.

Regular Meeting Minutes, February 2, 2022

Special Called Meeting Post Agenda Minutes, February 4, 2022

Recess Meeting Post Agenda Minutes, February 16, 2022





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0144

**Meeting Date:** 3/2/2022

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

Presentation of Proclamations and Certificates.

Proclamation recognizing “Developmental Disabilities Awareness Month.” **(Pitts/BOC)**

Proclamation recognizing “Addiction Recovery Awareness Day.” **(Hall/BOC)**

Proclamation recognizing “Busy Bee Restaurant Appreciation Day.” **(Pitts)**

Proclamation recognizing “Cascade Nature Gurlz Appreciation Day.” **(Hall)**

Proclamation recognizing “Deborah Scott Appreciation Day.” **(Hall)**

Proclamation recognizing “District Attorney Fani T. Willis Appreciation Day.” **(Hall)**

Proclamation recognizing “Helen Butler Appreciation Day.” **(Hall)**

Proclamation recognizing “National Nutrition Month.” **(Hall)**

Proclamation recognizing “Registered Dietician Nutritionist Appreciation Day.” **(Hall)**

Proclamation recognizing “100 Black Women Appreciation Day.” **(Hall)**

Proclamation recognizing “Mayor Shirley Franklin Appreciation Day.” **(Abdur-Rahman)**

Proclamation recognizing “Women’s History Month.” **(Abdur-Rahman)**







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0145

**Meeting Date:** 3/2/2022

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

Public Comment - Citizens are allowed to voice County related opinions, concerns, requests, etc. during the Public Comment portion of the Commission meeting. **Speakers will be granted up to two minutes each. Members of the public will not be allowed to yield or donate time to other speakers. The Public Comment portion of the meeting will not exceed 30 minutes at the Regular Meeting, nor will this portion exceed thirty minutes at the Recess Meeting.** 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.





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0146

**Meeting Date:** 3/2/2022

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

MARTA Quarterly Update





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0147

**Meeting Date:** 3/2/2022

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**Requested Action** *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*  
Fulton DeKalb Hospital Authority Quarterly Update





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0148

**Meeting Date:** 3/2/2022

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### Department

County Manager

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

Presentation of COVID-19 Operational Response Update.

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

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

Open and Responsible Government

### Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

**Is this a purchasing item?**

No







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0149

**Meeting Date:** 3/2/2022

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

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

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

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

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

Open and Responsible Government

**Is this a purchasing item?**

Yes

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

**Scope of Work:** Attached is a list of emergency procurements for the County for the period 2/5/2022 through 2/18/2022.

**Contract Modification**

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

Not Applicable

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

Exhibit 1: List of County Emergency Procurements

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

Felicia Strong-Whitaker, Chief Purchasing Agent, (404) 612-4210

**Contract Attached**

No

**Previous Contracts**

No

**Total Contract Value**

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

**Grant Information Summary**

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

**Fiscal Impact / Funding Source**

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

FULTON COUNTY EMERGENCY PROCUREMENTS 2/5/2022 - 2/18/2022						
EMERGENCY RENTAL ASSISTANCE PROGRAM						
Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Certification Classification	Source	Amount
	No Report for this period					
			<b>TOTAL</b>			<b>\$0.00</b>

FEMA						
Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Certification Classification	Source	Amount
	No Report for this period					
			<b>TOTAL</b>			<b>\$0.00</b>

AMERICAN RESCUE PLAN						
Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Certification Classification	Source	Amount
	No Report for this period					
			<b>TOTAL</b>			<b>\$0.00</b>

OTHER EMERGENCY PROCUREMENTS						
Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Certification Classification	Source	Amount
2/18/2022	To provide Reporting/Transcription Services to support the Clerk to the Commission BOC Meetings for FY2022	Clerk to the Commission	Stacie Walker Alexander		General Fund	\$50,000.00
			<b>TOTAL</b>			<b>\$50,000.00</b>

Funding Source Legend

EERF	Emergency Expenditure Reserve Fund
FEMA Reimb	FEMA Reimbursement
ERAP	Emergency Rental Assistance
ARP	American Rescue Plan

Certification Classification Legend

DBE	Disadvantage Business Enterprise
FBE	Female Business Enterprise
MBE	Minority Business Enterprise
SBE	Small Business Enterprise
SDVBE	Services Disable Veteran Business Enterprise

GRAND TOTAL	\$1,223,175.80	
Certified Firms	\$347,050.00	28.37%

TOTAL SPEND 2021	\$1,223,175.80	
TOTAL PARTICIPATION SPEND 2021	\$347,050.00	28.37%





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 22-0150

Meeting Date: 3/2/2022

### Department

Real Estate and Asset Management

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

Request approval of lowest responsible bidders - Department of Real Estate and Asset Management, 21ITB130447C-GS, Janitorial Services for Selected Fulton County Facilities (Groups E, F, G, H & I) in the total amount of \$771,929.00 with (A) Chi-ADA Corporation, (Atlanta, GA) in the amount of \$437,224.00 for Groups E (South Libraries), F (Other Offices North) & (Other Offices South), & H (Arts Centers); (B) Quality Cleaning Services, Inc. (Douglasville, GA) in the amount of \$194,646.00 for Group G (South Senior Centers); and (C) American Facility Services, Inc. (Alpharetta, GA) in the amount of \$140,059.00 for Group I (North & South Service Centers), to provide the highest quality cleaning services for selected Fulton County facilities effective April 1, 2022, through December 31, 2022, 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 \$49,999.99 shall be forwarded to the Board of Commissioners for approval.

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

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 bidders to provide general cleaning for selected Fulton County facilities (Groups E, F, G, H & I) for the Department of Real Estate and Asset Management (DREAM) for FY2022.

**Scope of Work:** These contracts furnish all materials, labor, tools, janitorial equipment cleaning supplies, restroom supplies (including feminine products, soap, toilet seat covers, toilet tissue, paper towels, and other required supplies) and equipment necessary to provide the highest quality janitorial services at these selected County facilities which consists of:

1. **Group E: (South Libraries)** consists of 14 facilities: Adams Park, Cleveland, College Park, East Point, Fairburn, Hapeville, South Fulton, Southwest Regional, Washington Park, West End, Wolf Creek, Palmetto, Metropolitan and Southeast Atlanta Libraries and one parking area (South Fulton Parking Deck), with a total of 205,925 cleanable sq. ft.
2. **Group F: (Other Offices North)** - consists of two (2) facilities: Drug Court Training Center and Customer Service Center, formally WROC, with a total of 61,315 cleanable sq. ft.
3. **Group F (Other Offices South)** - consists of eight (8) facilities: Public Safety Training Center, Cooperative Extension, Data Processing Storage, Fulton Clubhouse for Youth, Firing Range, Information Technology Warehouse, Sheriff Old National, and Bethlehem-Birdine Senior Center, with a combined total of 54,149 cleanable sq. ft.
4. **Group G (South Senior Centers)** - consists of eight (8) facilities: (HJC Bowden, Camp Truitt, Palmetto, Quality Living services, Hapeville, Camp Truitt 4-H Ed Center, New Beginnings and Southeast Senior Centers, with a combined total of 92,008 cleanable sq. ft.
5. **Group H (Arts Centers)** - consists of three (3) facilities: West End Arts, Hammond House and Aviation Community Cultural Center, with a combined total of 23,654 cleanable sq. ft.
6. **Group I (Service Centers)** - consists of two (2) facilities: North & South Service Centers, with a total of 90,368 cleanable sq. ft.

**Community Impact:** The overall community impact is to provide clean and sanitary facilities for the selected County facilities.

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

The recommendation for award was based on the bidders' calculation cost per cleanable square footage for each facility and services within that Group to include day porter services, premium annual events and all cleaning and restroom supplies to determine the lowest responsive and responsible bidder(s) for a total annual cost for each of the six (6) different Janitorial Groups for FY2022.

The County received and evaluated three (3) bid responses to the solicitation and recommendation for awards are as follow:

1. **Chi-ADA Corporation** submitted the overall lowest responsive and responsive bids for four (4) out of the total six (6) Groups: Group E: (South Libraries), Group F: (Other Offices North)



& Group F (Other Offices South), and Group H (Arts Centers).

2. **Quality Cleaning Services, Inc.** submitted the overall lowest responsible and responsive bid for Group G (South Senior Centers).
3. **American Facility Services, Inc.** submitted the overall lowest responsible and responsive bid for Group I (North & South Service Centers).

These three (3) bidders have current contracts with Fulton County and each has performed very good and highly competent as a Janitorial Contractors for Fulton County as stated in their performance reports.

These are a time and materials contracts that require covering the cost for labor, janitorial cleaning materials and equipment. The requested spending authority in the total amount of \$771,929, will cover the anticipated janitorial services required for FY2022.

Historical Expenditures:

- FY2021: The County spent \$798,773.13
- FY2020: The County spent \$786,151.30
- FY2019: The County spent \$801,746.29
- FY2018: The County spent \$803,444.20
- FY2017: The County spent \$758,401.63

**Project Implications:** These contracts are design to provide and maintain sustainable clean and sanitary County facilities. The effective cleaning program is critical component to keeping a healthy and productive environment.

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

**Department Issues/Concerns:** If these contracts are not approved, the Department will not be able to provide janitorial services for these selected County facilities.

**Contract Modification** No, this is a new procurement.

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

**Total Contract Value:**      **\$771,929.00**

**(A)**

**Contract Value:**                      **\$437,224.00**

**Prime Vendor:**              **Chi-ADA Corporation**

**Prime Status:**              **African American Male Business Enterprise- Non-Certified**

**Location:**                      **Atlanta, GA**

**County:**                      **Fulton County**

**Prime Value:**                      **\$424,107.28 or 97.00%**

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**Subcontractor:** McKenzie's Cleaning  
**Subcontractor Status:** African American Female Business Enterprise-Certified  
**Location:** Atlanta, GA  
**County:** Fulton County  
**Subcontractor Value:** \$13,116.72 or 3.00%

**Total Contract Value:** \$437,224.00 or 100.00%  
**Total M/FBE Value:** \$437,224.00 or 100.00%

**(B)**  
**Contract Value:** \$194,646.00  
**Prime Vendor:** Quality Cleaning Services, Inc.  
**Prime Status:** African American Male Business Enterprise-Certified  
**Location:** Douglasville, GA  
**County:** Douglas County  
**Prime Value:** \$194,646.00 or 100.00%  
**Subcontractor:** None

**Total Contract Value:** \$194,646.00 or 100.00%  
**Total M/FBE Value:** \$194,646.00 or 100.00 %

**(C)**  
**Contract Value:** \$140,059.00  
**Prime Vendor:** American Facility Services  
**Prime Status:** Non-Minority  
**Location:** Alpharetta, GA  
**County:** Fulton County  
**Prime Value:** \$112,047.20 or 80.00%

**Subcontractor:** Ascential Technologies  
**Subcontractor Status:** African American Female Business Enterprise-Certified  
**Location:** Atlanta, GA  
**County:** Fulton County  
**Subcontractor Value:** \$28,011.80 or 20.00%

**Total Contract Value:** \$140,059.00 or 100.00%  
**Total M/FBE Value:** \$28,011.80 or 20.00%

**Grand Contract Value:** \$771,929.00 or 100.00%  
**Grand M/FBE Value:** \$659,881.80 or 85.48%

**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 Reports

**Exhibit 3: Department Recommendation Memo****Contact Information** *(Type Name, Title, Agency and Phone)*

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

**Contract Attached**

No

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$0.00  
Previous Adjustments: \$0.00  
This Request: \$771,929.00  
TOTAL: \$771,929.00

**Grant Information Summary**

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

**Fiscal Impact / Funding Source****Funding Line 1:**

100-520-5221-1176: General, Real Estate and Asset Management, Cleaning Services- \$771,929.00

Key Contract Terms	
Start Date: 4/1/2022	End Date: 12/31/2022
Cost Adjustment:	Renewal/Extension Terms: Two one-year renewal options

---

**Agenda Item No.:** 22-0150

**Meeting Date:** 3/2/2022

---

**Overall Contractor Performance Rating:** See attached reports

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

Yes

**Report Period Start:**  
7/1/2021

**Report Period End:**  
12/31/2021

[illegible]

[illegible]

[illegible]







**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**PROFESSIONAL SERVICES**

Report Period Start 7/1/2021	Report Period End 12/31/2021	Contract Period Start 1/1/2021	Contract Period End 12/31/2021
Purchaser Order Number 031621-0412		Purchase Order Date 3/16/2021	
Department Real Estate and Asset Management			
Bid Number 18ITB113946C-BKJ		Service Commodity Janitorial Services for Group E	
Contractor Chi-ADA Corporation			
<b>Performance Rating</b>			
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	Chi-Ada has provided satisfactory service in the South libraries during this rating period. There have been many challenges during the pandemic, but the project manager has shown a willingness to make necessary adjustments. More focus on training front line workers, along with increased quality control could improve results. Chi-Ada has demonstrated a		
<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	Chi-Ada's project manager has been generally responsive during this period, and they have generally met milestones. At times a more rigid scheduling of periodic tasks may lead to an improvement in overall timeliness.		
<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	Business relations with Chi-Ada management have been good during this rating period. Most of the time, inquiries are handled in an adequate time frame. Communications have been open between Chi-Ada and County staff.
<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)
<input type="radio"/>	0	During this period, concerns received from Library staff have generally been addressed by Chi-Ada in a timely manner. Customers have expressed an adequate level of satisfaction over all.
<input type="radio"/>	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	Chi-Ada's Project Manager has a good working knowledge of best janitorial practices. They could still make some improvement with more thorough training of cleaning personnel and a stronger quality control program.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	

Overall Performance Rating	2.80	Date	1/4/2022
Would you select/recommend this vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Rating completed by:	Darwin White		
Department Head Name:	Joseph N. Davis		
Department Head Signature	<i>Joseph Davis</i>		

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**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**PROFESSIONAL SERVICES**

Report Period Start	Report Period End	Contract Period Start	Contract Period End
7/1/2021	12/31/2021	1/1/2021	12/31/2021
Purchaser Order Number		Purchase Order Date	
031621-0411		3/16/2021	
Department			
Real Estate and Asset Management			
Bid Number		Service Commodity	
18ITB113946C-BKJ		Janitorial Services Groups F, G and H	
Contractor			
Quality Cleaning Services			
<b>Performance Rating</b>			
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	Quality Cleaning's Manager continues to demonstrate a good working knowledge of cleaning practices, and has been responsive with special requests during the pandemic at these facilities. They have been flexible in a way that allows the needs of the County and requirements to be met.	
<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	During this period, Quality has been responsive to change and direction in a way that leads to a good level of timeliness in the delivery of services. The manager generally responds quickly and is able to resolve any concerns / issues.	
<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	Communications and business relations with Quality Cleaning continue to be open and positive. The Project Manager's knowledge of County facilities allows for a timely and effective delivery of the required services. He is polite and professional in all communications.
<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)
<input type="radio"/>	0	Customers have generally expressed a good level of satisfaction with the services provided by Quality during this rating period. Though the pandemic has presented some challenges, concerns are generally resolved quickly. At times, they may benefit from some additional hands-on training of front line staff.
<input type="radio"/>	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	Mr. Featherstone's experience is evident, and his knowledge of County facilities and practices is a benefit to the County.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	3.00	Date	1/5/2022
Would you select/recommend this vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Rating completed by:	Darwin White - Carlos Gordon		
Department Head Name:	Joseph N. Davis		
Department Head Signature	<i>Joseph Davis</i>		

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**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**PROFESSIONAL SERVICES**

Report Period Start	Report Period End	Contract Period Start	Contract Period End
10/1/2021	12/31/2021	1/1/2021	12/31/2021
Purchaser Order Number		Purchase Order Date	
022221-0296		2/22/2021	

Department

Real Estate and Asset Management

Bid Number

Service Commodity

19RFP120741C-GS

Janitorial Services for (Group B) Justice Center Facilities- DFACS

Contractor

American Facility Service, 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	During this rating period, AFS has achieved contract requirements 90% of the time in their efforts at the Justice Center facilities and the DFACS building. Their management has demonstrated a willingness to provide necessary training in order to achieve desired results and have worked to achieve specification compliance.
<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	Overall, AFS has completed tasks in a timely manner at the Justice facilities and the DFACS building. They have responded quickly when issues arise to reach a resolution.
<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	Business relations with AFS have been positive and productive at the assigned facilities. Supervisory staff responds quickly and often in person when notified of problems.
<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)
<input type="radio"/>	0	AFS has worked to meet quality expectations of the County, and they are accurate with invoicing. Overall, customers have been generally satisfied with their services at the Justice facilities and the DFACS building.
<input type="radio"/>	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	Management and supervisory staff of AFS has been professional and responsive. They routinely show that they are making efforts to meet requirements, and communication is open and positive.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	

Overall Performance Rating	2.80	Date	1/4/22
Would you select/recommend this vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Rating completed by:	Valarie Tillman-Logan - Darwin White		
Department Head Name:	Joseph N. Davis		
Department Head Signature	<i>Joseph Davis</i>		

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## INTEROFFICE MEMORANDUM

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

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

**DATE:** January 24, 2022

**SUBJECT:** Recommendation Award – ITB #21ITB130447C-GS, **Janitorial Services for Selected Fulton County Facilities (Groups E, F, G, H, & I)-FY2022**

---

**Recommendation:** We are recommending approval of the lowest responsible bidders for, Janitorial Services for Selected Fulton County Facilities (Groups E, F, G, H & I) in the amount total amount of \$771,929, with (A) Chi-Ada Corporation, , (Atlanta, GA) in the amount of \$437,224; (B) Quality Cleaning Services, Inc. (Douglasville, GA) in the amount of \$194,646; and (C) American Facility Services, Inc. (Alpharetta, GA) in the amount of \$140,059, to provide the highest quality cleaning services for selected Fulton County facilities for Janitorial Groups E (South Libraries), F (Other Offices North) & (Other Offices South), G (South Senior Centers), H (Arts Centers) and I (North & South Service Centers). Effective dates: April 1, 2022, through December 31, 2022, with two (2) renewal options.

**DISCUSSION:** The recommendation for award was based on the bidders' calculation cost per cleanable square footage for each facility and services within that Group to include day porter services, premium annual events and all cleaning and restroom supplies to determine the lowest responsive and responsible bidder(s) for a total annual cost for each of the six (6) different Janitorial Groups for FY2022 (of the Original Term): **Group E (South Fulton Libraries)**- consists of 14 facilities & 1 parking deck); **Group F (Other Offices North)** consists of 2 facilities and (**Other Offices South**)- consists of 8 facilities; **Group G (South Senior Centers)**- consists of 8 facilities; **Group H (Arts Centers)** consists of 3 facilities; and **Group I (North & South Service Centers)**- consists of 2 facilities. The bidder must bid on all facilities and services listed within each Janitorial Group to be considered for an award.

The recommendation, also, is based upon the bidders' references of current customers below who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this bid proposal.

The Department received and evaluated three (3) bid responses to the solicitation.

12 Month Total Base Bid Amount for FY2022:

Bidders	Group E	Group F (Offices North)	Group F (Offices South)	Group G (South Senior Centers)	Group H (Arts Centers)	Group I (Service Centers)
Chi-Ada	\$212,679.26	\$195,543.26	\$103,986.77	\$274,767.89	\$69,879.32	\$207,607.33
Quality	\$267,702.00	\$195,886.75	\$106,321.85	\$261,755.64	\$87,970.00	\$212,355.20
AFS	\$232,200.00	\$222,939.20	\$131,218.20	\$313,671.72	\$82,003.44	\$185,544.96

Evaluation Process:

Chi-ADA Corporation submitted the overall lowest responsible and responsive bids for four (4) out of the total six (6) Groups: Groups E (South Libraries), Group F: (Other Offices North), Group F (Other Offices South), and Group H (Arts Centers). Quality Cleaning Services, Inc. submitted the overall lowest responsible and responsive bids for Groups G (South Senior Centers); and American Facility Services, Inc. submitted the overall lowest responsible and responsive bids for Group I (North & South Service Centers).

Conclusion:

Therefore, we recommend Chi-Ada Corporation, Quality Cleaning Services, Inc. and American Facility Services, Inc. to be awarded as the lowest responsible bidders to provide janitorial services for these selected Fulton County facilities for Janitorial Groups E, F, G, H and I for FY2022 with effective dates: April 1, 2022, through December 31, 2022.

Recommended Bidders	Janitorial Groups	12 Month Based Bid	Award Amount (Based on 9 Remaining Months)
Chi-Ada	E, F & H	\$1,064,463.83	\$437,224.00
Quality Cleaning	G	\$1,131,991.44	\$194,646.00
American Facility	I	\$1,167,577.52	\$140,059.00
<b>Total Award Amount</b>		<b>\$3,364,032.79</b>	<b>\$771,929.00</b>

These bidders have a current contract with Fulton County and has performed very good and highly competent as a Janitorial Contractors for Fulton County as stated in their performance reports.

Funding for this recommendation for nine (9) months (April – Dec) for FY2022 in account # 100-520-5221-1176 in the total amount of \$771,929.00.

Authorized Signature: Joseph Davis  
(By Director/Deputy Director)

Date: 1/24/2022

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

---

Cc. Tim Dimond, Deputy Director, DREAM  
Mike Ross, Administrator, DREAM  
James Morehead, Building Services 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





## INTEROFFICE MEMORANDUM

**TO:** Joseph Davis, Director DREAM

**THROUGH:** Michael Ross, Administrator, DREAM

**FROM:** James Morehead, Building Services Manager, DREAM

**DATE:** January 21, 2022

**SUBJECT:** Bid Evaluation Form – 21ITB130447C-GS,  
Janitorial Services for Groups E, F, G, H & I– FY2022

The above mentioned ITB are being submitted for your evaluation. Please review it carefully and make your recommendation for award(s). You may retain these copies of the bid packages. Annotate your information below:

**Total Award Amount Requested:** \$ 771,929.00 (FY2022)

**Funding Line(s):** 100-520-5221-1176

**Contract Terms:** April 1, 2022 through December 31, 2022

### RECOMMENDATION/JUSTIFICATION:

Recommended Bidder	Award Authority	Notes
Chi-Ada Corporation	\$437,224.00	Groups E, F, & H
Quality Cleaning Services	\$194,646.00	Group G
American Facility Services, Inc.	\$140,059.00	Group I

### Attachments:

- 3 Bid Responses (Chi-Ada, Quality Cleaning & AFS)
- Bid Tab Sheet #21ITB130447C-GS

**Department Authorize Approval:**

Authorized Signature: Florene Thornton Date: 01/25/2022  
(By Financial Administrator)

Authorized Signature: JOSEPH M. DAIS Date: 1/25/2022  
(By Director/Deputy Director)

C: Harry Jordan, Contract Management Administrator, Purchasing/DREAM  
Sang Gon Kim, Contracting Officer, Purchasing /DREAM  
Florene Thornton, Financial Administrator, DREAM  
Mark Hawks, CAPA, C Team, Purchasing & Contract Compliance  
Gertis Strozier, APA, C Team, Purchasing & Contract Compliance



## INTEROFFICE MEMORANDUM

Joseph N. Davis, Director  
Department of Real Estate and Asset Management  
Phone: (404) 612-5919

**TO:** Harry Jordan, Contract Administrator Supervisor

**THROUGH:** Michael Ross, Administrator

**FROM:** James M. Morehead, Building Services Manager

**DATE:** January 21, 2022

**SUBJECT:** Janitorial Recommendations

The following recommendation is forwarded for your perusal. I evaluated the bids, created a 2022 Bid Pricing Analysis Spreadsheet, and selected the lowest, responsive, and responsible bid for each Group.

The 2022 Janitorial Cost is for nine (9) months beginning 1 April 2022. I've included a 2022 Bid Pricing Analysis spreadsheet for your review. I recommend the awarding of general cleaning services for selected Fulton County Facilities to Chi-Ada Corporation (\$437,224.00); Quality Cleaning (\$194,646.00); and American Facility Services, Inc (\$140,059) for a total cost of \$771,929.00. The total cost includes a small contingency (\$4,454.05) that was distributed among all groups to cover any unexpected cost that may occur during the year.

"Whatever It Takes!"

## DISCUSSION:

Three (3) bids were received and evaluated for six (6) facility groups. The Evaluation Criteria listed in the ITB has been developed based upon experience with previous Cleaning Contracts and consultations with other organizations within the cleaning industry. The goal of this process is to award County Cleaning Contracts to reliable and responsible companies that are financially sound, with sufficient management expertise and cleaning experience to provide good service in return for the County funds expended. Additionally, when evaluating bid pricing to determine the “lowest” responsive and responsible bidder for facilities requiring day porters, the annual cost for day porters is added to the annual cleaning cost to provide a more accurate basis for comparing the bids.

Our previous experience has shown that when Contractors have had three or more Groups, or several Facility Groups dispersed around the County, was that they were unable to provide satisfactory service to that many facilities or to the larger Facilities within that particular Group. The Contractor experienced problems providing adequate staffing and supervision and was not recommended for renewal due to poor performance. Low Contractor Performance Reports occurred despite our best efforts to ensure their success. Their failure to respond to problems and their inability to implement permanent solutions to resolve recurring problems led to written notifications to the company including the imposition of deductions from their invoice as allowed by the contract.

Therefore, I recommend that we award the contract to multiple vendors to distribute the enormous cleaning responsibilities in a more feasible and equitable fashion. If selected, Chi-Ada, was the lowest responsible bidder for four (4) groups, Quality Cleaning, and American Facility were lowest responsible bidder for one (1) group each; however, all Vendors are seasoned Contractors and have held previous contracts with the County and are aware of our standards and expectations as it relates to Janitorial Services. I feel all are capable of handling any group featured on the solicitation. The issuance of four (4) groups to Chi-Ada should not pose serious problems. Presently, they’ve never received a poor Contractor Performance Report, nor have they ever received a Performance Improvement Plan. If problems should arise, Quality and American Facility are more than capable to assume added responsibilities.

**Chi-Ada was the lowest bidder for Group E (Libraries), Groups F (Other Offices North & South), and Group H (Arts Centers).** Chi-Ada is a seasoned Contractor and has successfully cleaned facilities throughout Fulton County. We recommend award to Chi-Ada for submitting the most responsible and responsive bid (\$160,260.00) for Group—E (Libraries), Groups F Other Offices North & South (\$224,459.00) and Group H Arts Centers (\$52,505.00).  
(See Bid Pricing Analysis)



**Quality Cleaning was the lowest bidder for Group—G (South Senior Centers).** Quality is a seasoned Contractor and has successfully cleaned the South Senior Centers presently and in the past. Therefore, we recommend award to Quality for submitting the most responsible and responsive bid **(\$194,646.00) for Group—G (South Senior Centers).** (See **Bid Pricing Analysis**)

**American Facility Services was the lowest bidder for Group—I (Service Centers).** American Facility Services is a seasoned contractor and has successfully cleaned similar Fulton County Facilities in the past. Therefore, we recommend award to American Facility Services for submitting the most responsible and responsive bid **(\$140,059.00) for Group—I (Service Centers).** (See **Bid Pricing Analysis**)

EGK

Attachments

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



Janitorial Service Contract  
2022 Bid Pricing Analysis

[illegible]





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0151

**Meeting Date:** 3/2/2022

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### Department

Senior Services

### Requested Action

Request approval to increase spending authority - Department of Senior Services, 17RFP109210A-FB, Comprehensive Nutrition Care, with Open Hand Atlanta (Atlanta, GA) in an amount not to exceed \$313,074.00 to provide home delivered meals, nutritional screening, nutrition education, and nutrition counseling for Fulton County residents aged 60 and above. Effective upon BOC approval.

### Requirement for Board Action

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

### Strategic Priority Area related to this item

Health and Human Services

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

### Summary & Background

The Department of Senior Services recommends approval. This recommendation to increase the spending authority is due to a grant award from the Atlanta Regional Commission to provide home delivered meals through the Consolidated Appropriations Act (CAA). This grant award allows for an increase in services for those seniors in Fulton County experiencing food insecurity. The contractor, Open Hand Atlanta, has provided services to eligible Fulton County seniors aged 60 and older for

over 20 years. Open Hand Atlanta possesses the flexibility to provide additional meals as requested by Fulton County, with minimum impact to services currently provided.

**Scope of Work:** Fulton County Department of Senior Services is the County Based Agency designated to provide Older Americans Act services within Fulton County. The Department is responsible for the planning and coordination of home delivered meals. The scope entails the delivery of meals to eligible Fulton County seniors aged 60 and above. The home delivered meals program promotes better health for older adults and eligible members of their household through the provision of nutritious meals; nutritional screening, education, and counseling; and opportunities for social contact.

**Community Impact:** Approval of this agenda item will ensure that an additional 200 seniors experiencing food insecurity will receive a home delivered meal.

**Department Recommendation:** The Department of Senior Services recommends approval.

**Project Implications:** N/A

**Community Issues/Concerns:** The community concern is based on the need to address food insecurity and ensuring that eligible seniors will receive a stable meal.

**Department Issues/Concerns:** If not approved, the Department is concerned that 200 seniors who present food insecurity will have to be referred to other resources with no guarantee of receiving a meal.

## Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	17-0995	12/6/2017	\$3,988,384.42
Amendment No. 1	18-0376	6/6/2018	\$550,000.00
1st Renewal	18-0745	6/6/2019	\$1,988,385.00
Amendment No. 2	19-0440	6/4/2019	\$130,000.00
2 <sup>nd</sup> Renewal	19-0776	10/2/2019	\$1,997,384.22
Amendment No. 3	20-0338	5/6/2020	\$411,734.00
Amendment No. 4	20-0421	6/17/2020	\$445,335.35
3 <sup>rd</sup> Renewal	21-0968	12/16/2020	\$3,157,646.13
Amendment No. 5	21-0408	6/2/2021	\$672,355.16
Amendment No. 6	21-0525	7/14/2021	\$319,144.43
4 <sup>th</sup> Renewal	21-0816	10/20/2021	\$2,536,259.00
<b>Amendment No. 7</b>			<b>\$313,074.00</b>
Total Revised Amount			\$16,509,701.71

## Contract & Compliance Information

---

**Contract Value: \$313,074.00**

**Prime Contractor: Open Hands**

**Prime Status: Non-Profit**

**Location: Atlanta, GA**

**County: Fulton County**

**Prime Value: \$195,454.00 or 62.42%**

**Subcontractor: Senior Services North Fulton**

**Subcontractor Status: Non-Profit**

**Location: Alpharetta, GA**

**County: Fulton County**

**Contract Value: \$50,000.00 or 15.97%**

**Subcontractor: Senior Services South Fulton**

**Subcontractor Status: Non-Profit**

**Location: College, GA**

**County: Fulton County**

**Contract Value: \$67,620.00 or 21.60%**

**Total Contract Value: \$313,074.00 or 100.00**

**Total M/FBE Value: \$Non-Profit**

### **Exhibits Attached**

Exhibit 1: Contractor Performance Report

Exhibit 2: Amendment No.7 to Form of Agreement

### **Contact Information**

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

### **Contract Attached**

Yes

### **Previous Contracts**

No

### **Total Contract Value**

Original Approved Amount: \$3,988,384.42

Previous Adjustments: \$12,208,243.29

This Request: \$313,074.00

TOTAL: \$16,509,701.71

**Grant Information Summary**

Amount Requested:	\$313,074.00	<input type="checkbox"/>	Cash
Match Required:	\$0	<input type="checkbox"/>	In-Kind
Start Date:	October 1, 2021	<input type="checkbox"/>	Approval to Award
End Date:	June 30, 2022	<input type="checkbox"/>	Apply & Accept
Match Account \$:	N/A		

**Fiscal Impact / Funding Source****Funding Line 1:**

461-183-CAA1-1160: Grant, Senior Services, Professional Services - \$313,074.00

Key Contract Terms	
Start Date: 10/1/2021	End Date: 6/30/2022
Cost Adjustment: Click here to enter text.	Renewal/Extension Terms: Click here to enter text.

**Overall Contractor Performance Rating: 3****Would you select/recommend this vendor again?**

Yes

<b>Report Period Start:</b>	<b>Report Period End:</b>
10/1/2021	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			
<b>Performance Rating</b>			
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



## **AMENDMENT NO. 7 TO FORM OF CONTRACT**

Contractor: **Open Hand Atlanta\_**

Contract No. **17RFP109210A-FB – Comprehensive Nutrition Care**

Address: **181 Armour Drive, NE**  
City, State **Atlanta, GA 30324**

Telephone: **404-419-3313**

E-mail: [mpieper@projectopenhand.org](mailto:mpieper@projectopenhand.org)

Contact: **Matthew Pieper**  
**Executive Director**

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

WHEREAS, Fulton County (“County”) entered into a Contract with Open Hand Atlanta to provide Comprehensive Nutrition Care, dated December 6, 2017, on behalf of the Department of Senior Services and

WHEREAS, this contract was amended (Amendment No. 1) to implement Comprehensive Nutrition Care and approved on June 6, 2018, BOC item 18-0376; and

WHEREAS, this contract was amended (Amendment No. 2) to implement Comprehensive Nutrition Care and approved on June 5, 2019, BOC item 19-0440; and

WHEREAS, this contract was amended (Amendment No. 3) to implement Comprehensive Nutrition Care and approved on May 6, 2020, BOC item 20-0338; and

WHEREAS, this contract was amended (Amendment No. 4) to implement Comprehensive Nutrition Care and approved on June 17, 2020, BOC item 20-0421; and

WHEREAS, this contract was amended (Amendment No. 5) to implement Comprehensive Nutrition Care and approved on June 12, 2021, BOC item 21-0408; and

WHEREAS, this contract was amended (Amendment No. 6) to implement Comprehensive Nutrition Care and approved on July 14, 2021 BOC item 21-052; and

WHEREAS, this amendment to the contract (Amendment No. 7) will allow Open Hand Atlanta to provide services funded by a grant from the Atlanta Regional Commission; and

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

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

This Amendment No. 7 to Form of Contract between Fulton County and Open Hand Atlanta, who agree that all services specified will be performed in accordance with this Amendment No. 7 to Form of Contract and the Contract Documents effective upon approval.

1. **SCOPE OF WORK TO BE PERFORMED:** No change in scope of work
2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$313,074.00
3. **LIABILITY OF COUNTY:** This Amendment No. 7 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 7 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 7 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

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

OWNER:

**FULTON COUNTY, GEORGIA**

CONSULTANT:

**OPEN HAND ATLANTA**

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

\_\_\_\_\_  
Matt Pieper  
Executive Director

ATTEST:

ATTEST:

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

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

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

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

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

APPROVED AS TO CONTENT:

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

\_\_\_\_\_  
Ladisa Onyiliogwu, Director  
Department of Senior Services

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

(Affix Notary Seal)

ITEM#: _____ RCS: _____ <b>RECESS MEETING</b>	ITEM#: _____ RM: _____ <b>REGULAR MEETING</b>
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# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 22-0152

**Meeting Date:** 3/2/2022

### Department

Community Development

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

Request approval of the 2022 Community Services Program (CSP) Evaluation Committee recommendations in the amount of \$5,363,958.00. CSP funding will support the delivery of essential community services to Fulton County residents in the areas of: Children and Youth Services; Disabilities; Economic Stability/Poverty; Health and Wellness, Homelessness; and Senior Services.

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

Pursuant to O.C.G.A. Sec. 36-1-19.1, the Board of Commissioners may appropriate money for or the making of any grant or contribution for purely charitable purposes in the form of contracts for services, with "purely charitable purposes" shall mean charitable, benevolent, or philanthropic purposes for health, education, social welfare, arts and humanities, or environmental organizations."

Pursuant to Fulton County Code Sec. 1-117, the Board of Commissioners has exclusive jurisdiction and control in directing and controlling all the property of the county, as they may deem expedient, according to law, having the care, management, keeping, collecting, or disbursement, of money belonging to the county, or appropriated for its use, making such rules and regulations for the support of the poor of the county, and for the promotion of health, as are not inconsistent with law, and to exercise such other 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)*

**Health and Human Services**

### Commission Districts Affected

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

**Is this a purchasing item?**

No

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

**Scope of Work:** Scope of Work: The CSP program is the County's principal avenue for funding social services programs pursuant to the County's Strategic Plan.

**Community Impact:** CSP funding will support the delivery of essential community services to Fulton County residents countywide in the areas of: Children and Youth Services; Disabilities; Economic Stability/Poverty; Health and Wellness; Homelessness; and Senior Services.

**Department Recommendation:** The Department of Community Development request approval of the 2022 Community Services Program (CSP) Evaluation Committee recommendations in the amount of \$5,363,958.

**Project Implications:** Community Services Program funding was approved as a part of the 2022 General Fund budget for the Department of Community Development (Agenda item#22-0050)

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

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

**Total Contract Value**

Original Approved Amount: [Click here to enter text.](#)

Previous Adjustments: [Click here to enter text.](#)

This Request: \$5,363,958

TOTAL: [Click here to enter text.](#)

**Fiscal Impact / Funding Source**

**Funding Line 1:**

100-121-CSG2-1160

## 2022 Community Services Program Recommendations - Quick Reference - All Service Categories

	Agency Name:	Program Name:	Category:	2022 Recommended Amount:
1	21st Century Leaders, Inc.	Leadership Connect: 21CLub Immersive Experience	Economic Stability/Poverty	\$25,000.00
2	24/7 Gateway, LLC	Gateway Center's Emergency Lodging Assistance	Homelessness	\$30,000.00
3	3Keys, Inc.	Community Support Services and Peer Support Program for Residents	Homelessness	\$25,000.00
4	Agape Community Center, Inc.	Agape Youth & Family Center In-School and Out-of-School Programs	Children and Youth Services	\$50,000.00
5	Amario's Art Academy for the Gifted & Talented	Amario's Art Academy After-School and Out-of-School Programs	Children and Youth Services	\$25,000.00
6	Atlanta CARES	University for Parents: A Healing-Centered Approach to Workforce Readiness	Economic Stability/Poverty	\$25,000.00
7	Atlanta Center for Self Sufficiency, Inc.	CareerWorks	Economic Stability/Poverty	\$30,000.00
8	Atlanta Community Food Bank	Providing Fulton County seniors with public benefits eligibility determination, application	Senior Services	\$30,000.00
9	Atlanta Court Appointed Special Advocates (CASA), Inc.	Atlanta CASA Volunteer Recruitment Program	Children and Youth Services	\$30,314.00
10	Atlanta Legal Aid Society, Inc.	Fulton County Seniors Program	Senior Services	\$30,000.00
11	Atlanta Music Project, Inc.	Atlanta Music Project FY22	Children and Youth Services	\$25,000.00
12	Atlanta Urban Squash, Inc	A+ Squash Youth Development Program: Academics + Fitness + Citizenship	Children and Youth Services	\$25,000.00
13	Atlanta Victim Assistance Inc	Violence Prevention and Intervention for Youth	Children and Youth Services	\$30,000.00
14	Auditory-Verbal Center	Auditory-Verbal Therapy services for uninsured and under-insured hearing disabled children, ages	Disabilities	\$32,597.00
15	Big Brothers Big Sisters of Metro Atlanta	Helping Youth Build Academic & Social/Emotional Skills and Become Self-	Children and Youth Services	\$30,000.00
16	Boys & Girls Clubs of Metro Atlanta	Academic and Social-Emotional Support Programs in Fulton County Boys & Girls Clubs	Children and Youth Services	\$50,000.00



## 2022 Community Services Program Recommendations - Quick Reference - All Service Categories

	Agency Name:	Program Name:	Category:	2022 Recommended Amount:
17	Bright Futures Atlanta	Afterschool & Summer Program	Children and Youth Services	\$50,000.00
18	Buckhead Christian Ministry	Emergency Assistance Program	Economic Stability/Poverty	\$55,000.00
19	C5 Youth Foundation of Georgia	Youth Development through 5 areas: College and Career Readiness, Leadership, Community Action	Children and Youth Services	\$30,000.00
20	Camp Village, Inc.	Camp Village, Inc.	Children and Youth Services	\$30,000.00
21	Caring For Others Inc.	Caring For Others Inc. - Family Resource Center & South Atlanta Food Bank	Economic Stability/Poverty	\$25,000.00
22	CaringWorks, Inc	CaringWorks Supportive Housing	Homelessness	\$40,000.00
23	Carrie Steele-Pitts Home, Inc.	Carrie Steele Pitts Home Afterschool	Children and Youth Services	\$45,000.00
24	Center for Black Women's Wellness	CBWW Wellness Program	Health and Wellness	\$25,000.00
25	Center for Puppetry Arts, Inc.	Center for Puppetry Arts 2022 Funding Request	Children and Youth Services	\$25,000.00
26	Center for the Visually Impaired	CVI Services for Seniors and Older Adults Impacted by Vision Loss	Senior Services	\$50,000.00
27	Central Outreach and Advocacy Center	Supportive Services for Individuals Experiencing Homelessness	Homelessness	\$25,000.00
28	Champions Community Foundation	CCF - Titans Program Support	Disabilities	\$25,000.00
29	Chattahoochee Nature Center, Inc.	Camp Kingfisher - Summer Program	Children and Youth Services	\$25,000.00
30	Children 1st Community Development Services, Inc.	Recruiting Fulton County Resource Homes	Children and Youth Services	\$25,000.00
31	CHRIS 180	Promise to Hope Housing Stabilization	Economic Stability/Poverty	\$25,000.00
32	Citizen Advocacy of Atlanta & DeKalb, Inc	Citizen Advocacy: Inclusion Matters	Disabilities	\$25,000.00

## 2022 Community Services Program Recommendations - Quick Reference - All Service Categories

	Agency Name:	Program Name:	Category:	2022 Recommended Amount:
33	City of Refuge, Incorporated	City of Refuge Workforce Innovation Hub	Economic Stability/Poverty	\$30,000.00
34	City Takers	2022 City Takers Young Entrepreneurs Program	Children and Youth Services	\$25,000.00
35	Communities In Schools of Atlanta	Communities In Schools of Atlanta's Dropout Prevention Program in 19 Fulton County Schools	Children and Youth Services	\$40,000.00
36	Community Advanced Practice Nurses, Inc.	Women & Children's Health & Wellness (WCHW) Program	Health and Wellness	\$35,000.00
37	Community Assistance Center	Emergency Assistance Program	Economic Stability/Poverty	\$55,000.00
38	Community Friendship, Inc.	CFI Mental Health Rehabilitation Services II	Disabilities	\$25,000.00
39	Covenant Community, Inc	Covenant Community, Inc. for Fulton County Residents	Economic Stability/Poverty	\$25,000.00
40	Covenant House Georgia, Inc.	Housing Solutions for Youth Experiencing Homelessness	Homelessness	\$50,000.00
41	Create Your Dreams	Five Core Programs + Two Funds for SUCCESS 2022	Economic Stability/Poverty	\$40,000.00
42	Crossroads Community Ministries	Crossroads Door-to-Door Housing Program	Economic Stability/Poverty	\$30,000.00
43	Diabetes Association of Atlanta, Inc.	Diabetes Prevention and Control Program (DPC)	Health and Wellness	\$40,000.00
44	Disability Action Center of Georgia Inc., D.B.A. disABILITY LINK	Empowering Our Youth (EOY) Locating Avenues Through Peer Support (LEAPS):	Disabilities	\$25,000.00
45	East Atlanta Kids Club	East Atlanta Kids Club	Children and Youth Services	\$25,000.00
46	Easter Seals North Georgia, Inc	Early Education and Care Program	Children and Youth Services	\$50,000.00
47	Educational Advisory Foundation	Foundations Reading and Math Program	Children and Youth Services	\$25,000.00
48	enAble of Georgia, Inc.	Independence of Persons with Intellectual Developmental Disabilities	Disabilities	\$25,000.00

## 2022 Community Services Program Recommendations - Quick Reference - All Service Categories

	Agency Name:	Program Name:	Category:	2022 Recommended Amount:
49	Erin's Hope for Friends	e's Club: a social experience for autistic teens and young adults	Children and Youth Services	\$25,000.00
50	Essential2Life	FIFTEEN youth leadership and life skills development program	Children and Youth Services	\$25,000.00
51	Evangelical Lutheran Church of the Redeemer	LCFM Feeding, Health and Wellness Program for Midtown Atlanta	Health and Wellness	\$50,000.00
52	Every Woman Works, Inc.	The Gain and Maintain Employment Proposal	Economic Stability/Poverty	\$25,000.00
53	Families First, Inc.	Families First Navigator Model - Building Resilience to Homelessness	Homelessness	\$40,000.00
54	Family Support Circle, Inc.	Youth Excellence Program 2022	Children and Youth Services	\$25,000.00
55	Favor House, Inc.	It takes a Village	Children and Youth Services	\$25,000.00
56	FCS   Focused Community Strategies	Neighborhood Engagement in Historic South Atlanta	Economic Stability/Poverty	\$25,000.00
57	First Step Staffing, Inc.	First Step's Disability Services Program	Health and Wellness	\$25,000.00
58	Fly on a Wall, INC	Open Bounce Program 2022	Children and Youth Services	\$25,000.00
59	Franklin Pond Chamber Music, Inc.	Franklin Pond Chamber Music: Fulton County Community Service Program	Children and Youth Services	\$25,000.00
60	Frazer Center	Inclusion Services for Children and Adults with Disabilities Residing in Fulton County	Disabilities	\$25,000.00
61	Friends of Atlanta Urban Food Forest at Browns Mill Park Community	The Friends of Atlanta Urban Food Forest Children & Youth Development	Children and Youth Services	\$25,000.00
62	Friends of Disabled Adults and Children, Too!, Inc.	FODAC 2022 Home Medical Equipment Program	Disabilities	\$40,000.00
63	Furniture Bank of Metro Atlanta, Inc	Furniture Bank - Making a House a Home	Homelessness	\$30,000.00
64	Future Seekers, Inc.	Future Seekers Georgia YouthBuild Program	Children and Youth Services	\$30,000.00

## 2022 Community Services Program Recommendations - Quick Reference - All Service Categories

	Agency Name:	Program Name:	Category:	2022 Recommended Amount:
65	GCAPP (Georgia Campaign for Adolescent Power and Potential)	Adolescent EmPowerment	Children and Youth Services	\$25,000.00
66	Georgia Center for Child Advocacy, Inc.	Trauma-Informed Therapies & Services that Address Childhood Abuse and Trauma	Children and Youth Services	\$30,000.00
67	Georgia Center for Youth Excellence	Safe House Permanent Supportive Housing for Youth Program	Homelessness	\$25,000.00
68	Georgia Radio Reading Service, Inc.	GaRRS Radio Broadcast	Disabilities	\$25,000.00
69	Gilgal, Inc.	The Recovery and Workforce Development Program	Homelessness	\$30,000.00
70	HABESHA, Inc.	Urban Agriculture Network	Economic Stability/Poverty	\$25,000.00
71	Hands On Atlanta Inc.	Supporting under-resourced Fulton County elementary students through academic	Children and Youth Services	\$50,000.00
72	Harvest Rain Early Learning Academy	Harvest Rain Academy: Programs for Children and Youth Development	Children and Youth Services	\$60,000.00
73	Hillside, Inc.	Ashley Cascade Mental Health Program	Children and Youth Services	\$50,000.00
74	HIV/AIDS Empowerment Resource Center for Young Women, Inc.	Integrated Care Program	Health and Wellness	\$25,000.00
75	Horizons Atlanta, Inc.	Horizons Atlanta: Increasing student success in math, literacy, and life-skills through innovative	Children and Youth Services	\$25,000.00
76	Hosea Feed The Hungry And Homeless, Inc.	Homeless Prevention and Mobile Assistance Program	Economic Stability/Poverty	\$55,000.00
77	House of Cherith, Inc.	House of Cherith Residential Recovery Services for Survivors of Trafficking and Exploitation	Homelessness	\$50,000.00
78	Housing Initiative of North Fulton--HomeStretch	2022 Community Services Program - HomeStretch, Inc Supportive Housing Program	Homelessness	\$50,000.00
79	Innovative Solutions for Disadvantage and Disability, Inc.	2022 Project GRANDD (Grandparents Raising And Nurturing Dependents with Disabilities)	Senior Services	\$40,000.00
80	Inspiritus, Inc.	Inspiritus' Family Intervention Services	Children and Youth Services	\$30,000.00

## 2022 Community Services Program Recommendations - Quick Reference - All Service Categories

	Agency Name:	Program Name:	Category:	2022 Recommended Amount:
81	Integrity Transformations Community Development Corporation	Providing Fulton County Residents With Free Employment Training and Job Placement	Economic Stability/Poverty	\$25,000.00
82	Intown Collaborative Ministries	Intown Collaborative Ministries Homeless Outreach Program	Homelessness	\$25,000.00
83	Jewish Family & Career Services	Older Adult Case Management and Supportive Service Program	Senior Services	\$40,000.00
84	Juma Ventures	Juma Atlanta YouthConnect	Economic Stability/Poverty	\$25,000.00
85	L.E.A.D., INC.	L.E.A.D. Ambassador Black Male Youth Development Program	Children and Youth Services	\$25,000.00
86	Latin American Association	Latino Self Sufficiency Initiative	Economic Stability/Poverty	\$40,000.00
87	Leap for Literacy, Inc.	The Literacy Initiative	Children and Youth Services	\$25,000.00
88	Leap Year, Inc.	Leap Year	Children and Youth Services	\$25,000.00
89	Learn To Grow, Inc.	Community Action Program	Children and Youth Services	\$25,000.00
90	Literacy Action, Inc.	Adult Basic Education, Literacy, and Work Readiness Services for Fulton County Residents	Economic Stability/Poverty	\$40,269.00
91	Los Ninos Primero Inc	Year-Round Education, Leadership, and Enrichment Programs for Low-Income Latino	Children and Youth Services	\$60,000.00
92	Making A Way Housing, Inc	Favored To Win! Employment Services Program 2022	Economic Stability/Poverty	\$40,000.00
93	Martin Luther King Sr. Community Resources Collaborative	Journey to Economic Mobility (JEM)	Economic Stability/Poverty	\$25,000.00
94	Mary Hall Freedom Village, Inc.	Freedom Village Homeless Services	Homelessness	\$40,000.00
95	Meals On Wheels Atlanta	Major Home Repairs for Fulton Seniors	Senior Services	\$42,597.00
96	Mercy Housing Southeast	Service-Enriched Affordable Senior Housing	Health and Wellness	\$25,000.00

## 2022 Community Services Program Recommendations - Quick Reference - All Service Categories

	Agency Name:	Program Name:	Category:	2022 Recommended Amount:
97	Metro Atlanta Recovery Residences	Right Side Up's (RSU) Therapeutic Child Care (TCC) and Job Readiness Program	Children and Youth Services	\$40,000.00
98	Midtown Assistance Center, Inc.	Homeless Prevention - Rent and Utility Assistance 2022	Economic Stability/Poverty	\$55,000.00
99	Music Education Group (MEG)	More to Music Initiative	Children and Youth Services	\$25,000.00
100	Nehemiah Project Community Development Corporation	Nehemiah Project Senior Home Repair Program	Senior Services	\$50,000.00
101	Nicholas House, Inc	Homeless Families - Housing & Self- Sufficiency	Homelessness	\$60,000.00
102	Nobis Works, Inc.	Early Youth Employment Services (EYES) for Students with Disabilities	Disabilities	\$25,000.00
103	North Fulton Child Development Association	Best Start. Brightest Future. Every Child. Affordable and High Quality Preschool for low	Children and Youth Services	\$60,000.00
104	North Fulton Community Charities, Inc.	Improving Financial Stability and Economic Mobility in North Fulton	Economic Stability/Poverty	\$55,000.00
105	North Metro Miracle League Inc.	Inclusive Supportive prograqmming for children & adults with disabilities preparing them for a	Disabilities	\$25,000.00
106	Odyssey Family Counseling Center	School and Community-Based Mental Health Program: Access to mental health services for	Children and Youth Services	\$30,000.00
107	Odyssey, Inc.	Odyssey 2022	Children and Youth Services	\$50,000.00
108	Our House, Inc.	Interrelated Program Services for Families Experiencing Homelessness	Economic Stability/Poverty	\$25,000.00
109	Partnership Against Domestic Violence	Domestic Violence Shelter for Adults & Children in Fulton Co.	Homelessness	\$50,000.00
110	Premier Academy, Inc.	Childhood Acute Mental Health Program (CAMP)	Children and Youth Services	\$40,000.00
111	PRISM of Georgia	Strengthening the abilities of N.Fulton's youth and adults with disabilities in a results driven	Disabilities	\$25,000.00
112	Project Open Hand/Atlanta, Inc.	Medically-Tailored Meals and Medical Nutrition Therapy	Senior Services	\$25,000.00

## 2022 Community Services Program Recommendations - Quick Reference - All Service Categories

	Agency Name:	Program Name:	Category:	2022 Recommended Amount:
113	Quest Community Development Organization	Quest Supportive Housing Program	Homelessness	\$30,000.00
114	Raising Expectations Inc.	Project DREAM and Project STEMWARE	Children and Youth Services	\$30,000.00
115	Raksha Inc.	Housing Assistance for South Asian Survivors of Domestic & Sexual Violence	Homelessness	\$30,000.00
116	Reach Out and Read Inc.	Fulton County Learning Success Initiative	Children and Youth Services	\$25,000.00
117	Revved Up Kids, Inc.	Sexual Abuse Prevention Workshops for Fulton County Children & Teens	Children and Youth Services	\$25,000.00
118	Saint Joseph's Mercy Care Services, Inc.	Recuperative Care for the Homeless Program	Homelessness	\$30,000.00
119	Senior Services North Fulton	Transportation Options Program for Seniors	Senior Services	\$50,000.00
120	Ser Familia, Inc.	Toward COVID Recovery and Self-Sufficiency for Latino Families in Fulton County	Homelessness	\$25,000.00
121	Sickle Cell Foundation of Georgia	Georgia Community Connections Program (GCCP)	Health and Wellness	\$40,000.00
122	SKIP Georgia Chapter, Inc (Save Kids of Incarcerated Parents)	K.I.N.G.S. and Kids Mentoring Program	Children and Youth Services	\$25,000.00
123	Soccer in the Streets	StationSoccer	Children and Youth Services	\$25,000.00
124	Solomons Temple Foundation Inc	Family Empowerment Institute - Housing Atlanta's Most Vulnerable and Inspiring Upward	Homelessness	\$50,000.00
125	Speak Life Foundation, Inc.	Speak Life Program	Children and Youth Services	\$25,000.00
126	St. Jude's Recovery Center, Inc.	Residential Treatment Programs at Ascensa Health	Health and Wellness	\$51,314.00
127	Stand Up for Kids Atlanta	StandUp for Kids Atlanta Street Outreach and Mentor Programs	Homelessness	\$25,239.00
128	STAR House Foundation	STAR House Foundation 2022	Children and Youth Services	\$60,000.00



## 2022 Community Services Program Recommendations - Quick Reference - All Service Categories

	Agency Name:	Program Name:	Category:	2022 Recommended Amount:
129	Teens At Work, Inc	Maximum Impact Program	Children and Youth Services	\$40,000.00
130	The Drake House, Inc.	2022 CSP The Drake House	Homelessness	\$60,000.00
131	The Episcopal Diocese of Atlanta	Supports for Success	Economic Stability/Poverty	\$25,000.00
132	The Lionheart School, Inc.	Lionheart for Life	Disabilities	\$35,000.00
133	The Scholarship Academy	I Am College Material	Economic Stability/Poverty	\$25,000.00
134	The Sheltering Arms	Delivering Early Childhood Education and Family Services to Low-Income Fulton County	Children and Youth Services	\$50,000.00
135	The Sobriety Resource, Inc.	Increasing Access to and Quality of Recovery Resources for Fulton County Citizens	Health and Wellness	\$25,000.00
136	The Society of St. Vincent de Paul Georgia, Inc.	SVdP Georgia Homelessness Prevention + Stability Program	Economic Stability/Poverty	\$25,000.00
137	The Study Hall, Inc	The Study Hall: After-school and Summer Program	Children and Youth Services	\$50,000.00
138	The Summit Counseling Center, Inc.	Youth Mental Health Services Program	Health and Wellness	\$51,314.00
139	The Young Adult Guidance Center, Inc.	The Helpful Hands Project	Children and Youth Services	\$30,000.00
140	Time2Give Inc	Time2Give AgSTEM Program	Children and Youth Services	\$25,000.00
141	Training and Counseling Center	Accessible Counseling Services for the Disadvantaged and Workforce Development	Health and Wellness	\$25,000.00
142	Trees Atlanta, Inc.	Youth Tree Team Employment and Enrichment Program	Economic Stability/Poverty	\$25,000.00
143	Truancy Intervention Project Georgia, Inc.	Advancing Student Success and Wellbeing through Truancy Intervention and Absentee	Children and Youth Services	\$50,000.00
144	Urban League of Greater Atlanta	Project Ready: A College & Career Access Program	Children and Youth Services	\$35,000.00

## 2022 Community Services Program Recommendations - Quick Reference - All Service Categories

	Agency Name:	Program Name:	Category:	2022 Recommended Amount:
145	Veterans Empowerment Organization of Georgia, Inc.	Transitional Housing for Homeless Veterans	Homelessness	\$35,000.00
146	Vision To Learn	Supporting Children in Underserved Communities' COVID Health and Academic	Health and Wellness	\$25,000.00
147	Vision Tutoring Educational Foundation	Tutoring for At-Risk Youth	Children and Youth Services	\$25,000.00
148	VOX Teen Communications	VOX Teen Voices	Children and Youth Services	\$30,314.00
149	Wecycle Atlanta, Inc.	Seeds for our Food System - Everybody Eats Together	Health and Wellness	\$25,000.00
150	Wellspring Living	Women's Academy	Economic Stability/Poverty	\$40,000.00
151	Westside Future Fund	Critical Academic and Socioemotional Wraparound Services for High-Risk Children on	Children and Youth Services	\$30,000.00
152	Wilderness Works, Inc.	Wilderness Works for Fulton County's Disadvantaged Children	Children and Youth Services	\$30,000.00
153	Wings for Kids	WINGS After School Program	Children and Youth Services	\$60,000.00
154	Young Men's Christian Association of Metropolitan Atlanta, Inc.	YMCA of Metro Atlanta's Afterschool Programs at Woodson Park	Children and Youth Services	\$40,000.00
155	Youth Empowerment Success Services	Rebound Support Services	Homelessness	\$25,000.00
156	Youth Enhancement Services	Cultivating Opportunities for Re-engagement and Empowerment: The YES CORE Initiative	Economic Stability/Poverty	\$25,000.00
157	youthSpark, Inc.	Youth Services Center: Building Brighter Futures for At-Risk Youth	Children and Youth Services	\$60,000.00

*2022 CSP Budget - \$5,363,958*





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 22-0153

Meeting Date: 3/2/2022

### Department

Sheriff

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

Request approval of the lowest responsible bidder - Sheriff's Office, 21ITB1122B-EC, Prisoner Transportation Services in the amount of \$254,730.00 with U.S. Corrections, LLC (Whites Creek, TN) to provide national prisoner transportation services effective upon BOC approval through December 31, 2022 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 \$49,999.99 shall be forwarded to the Board of Commissioners for approval.

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

Justice and Safety

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

### Summary & Background *(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 Sheriff's Office requests approval of a contract to provide national Prisoner Transportation Services for the Fulton County Sheriff's Office.

**Community Impact:** None to the knowledge of the Sheriff's Office.

**Department Recommendation:** The Sheriff's Office recommends approval.

**Project Implications:** The Sheriff's Office is responsible for transporting inmates in Fulton County and at times to other jurisdictions who must attend courts in Fulton County, pursuant to extradition as defined in O.C.G.A. Title Chapter 13, Criminal Extradition. Each governmental entity is responsible for transporting extradited prisoners in order to meet court dates scheduled by judge's order for the inmates. The provider is in full compliance with federal performance standards required by the Interstate Transportation of Dangerous Criminals Act of 2000 (Jeanna's Act).

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

**Contract Modification:** New Procurement

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

**Contract Value:** \$254,730.00

**Prime Vendor:** U.S. Corrections, LLC

**Prime Status:** Non-Minority

**Location:** Whites Creek, TN

**County:** Davidson County

**Prime Value:** \$254,730.00 or 100.00%

**Subcontractor:** None

**Total Contract Value:** \$254,730.00 or 100.00%

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

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

EXHIBIT 1: Tabulation Sheet

EXHIBIT 2: Contractor Performance Report

EXHIBIT 3: Department Recommendation Memo

EXHIBIT 4: Single Bid Analysis

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

Rodney Stinson, Fiscal Administrator, Sheriff's Office, 404-612-6011

**Contract Attached**

No

**Previous Contracts**

No

**Total Contract Value**

Original Approved Amount: \$0.00  
Previous Adjustments: \$0.00  
This Request: \$254,730.00  
TOTAL: \$254,730.00

**Grant Information Summary**

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

**Fiscal Impact / Funding Source****Funding Line 1:**

100-330-3303-1308: General Fund, Sheriff's Office Transfer, Return of Prisoners

Key Contract Terms	
Start Date: 1/1/2022	End Date: 12/31/2022
Cost Adjustment:	Renewal/Extension Terms: 2 one-year renewal options

**Overall Contractor Performance Rating:** 3.40**Would you select/recommend this vendor again?**

Yes

**Report Period Start:**  
9/1/2021**Report Period End:**  
12/31/2021



# DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

## BID TABULATION SHEET

#21ITB1122B-EC, PRISONER TRANSPORTATION SERVICES

Date: December 22, 2021

Total Number of Bidders: 1

Elsa D. Castro

Chief Assistant Purchasing Agent

* CONTRACTOR'S NAME	BID BOND YES/NO	TOTAL BASE BID AMOUNT	GA UTILITY LICENSE YES/NO	E-verify Number
U.S. Corrections LLC, DBA: USC	N/A	\$2,352.80	N/A	908203

\*INDICATES BUSINESS IS LOCATED IN FULTON COUNTY

THE RESULTS RECEIVED IN RESPONSE TO THIS SOLICITATION DOES NOT REFLECT AWARD OF THIS CONTRACT. RESPONSES WILL BE FURTHER EVALUATED BY FULTON COUNTY REPRESENTATIVE





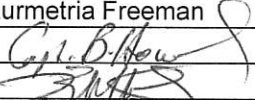
**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**PROFESSIONAL SERVICES**

Report Period Start	Report Period End	Contract Period Start	Contract Period End
09/01/2021	12/31/2021	01/01/2021	12/31/2021
Purchaser Order Number		Purchase Order Date	
Department			
Sheriff's Office			
Bid Number		Service Commodity	
18ITB060118B-BR			
Contractor			
U.S. Corrections, LLC			
<b>Performance Rating</b>			
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		
<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	Comments		
<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	Comments
<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)
<input type="radio"/>	0	Comments
<input type="radio"/>	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 type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	3.40	Date	01/20/2022
Would you select/recommend this vendor again?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Rating completed by:	Shaurmetria Freeman		
Department Head Name:	C. L. B. How 2297		
Department Head Signature			

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

Submit

Print

Save



## FULTON COUNTY SHERIFF'S OFFICE

**PATRICK "PAT" LABAT**  
FULTON COUNTY SHERIFF

185 CENTRAL AVENUE, S. W. 9<sup>TH</sup> FLOOR  
ATLANTA, GEORGIA 30303  
(404) 612-5101

[WWW.FCSOGA.ORG](http://WWW.FCSOGA.ORG)

TO: Felicia Strong-Whitaker, Director  
From: Patrick "Pat" Labat, Sheriff  
Date: January 14, 2022  
Subject: Recommendation Letter

The below contractor submitted a bid to provide prisoner transportation services to the Fulton County Sheriff's Office. The contractor has previously worked with the Sheriff's Office providing prisoner transportation, and has performed satisfactorily. I recommend that this vendor be approved to provide the services as outlined in the Invitation to Bid (ITB).

Project No: 21ITB1122B-EC  
Project Title: Prisoner Transportation Services  
Contractor: U.S. Corrections, LLC

# Single Bid/Quote Analysis Form

**Date:** December 23, 2021

**Requesting Department:** Fulton County Sheriff's Office

**Solicitation Number:** 21ITB1122B-EC

**Title:** Prisoner Transportation Service

**Bid / Proposal Due Date:** December 22, 2021

**Brief Description:** Provide national prisoner transportation services.

**Number of Notifications:** 102

**CANVASSING OF NON-RESPONDING VENDORS NO-BIDS:**

(1) Lack competency   (2) Poor timing   (3) Lack resources   (4) Short response due date   (5) Other

<b>1. Vendor:</b>	First Transit
<b>Contact Person:</b>	Aaron Espelage - FirstTransit.Bids@firstgroup.com
<b>Phone Number:</b>	513-684-8707
<b>Reason for not responding:</b>	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> No Response
<b>Comments</b>	
<b>2. Vendor:</b>	J.L.White Mortuary Transport, LLC
<b>Contact Person:</b>	Jessica White - jlwhitetransport@gmail.com
<b>Phone Number:</b>	404-247-6804
<b>Reason for not responding:</b>	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> No Response
<b>Comments</b>	Click here to enter text.
<b>3. Vendor:</b>	iOZLAND LLC
<b>Contact Person:</b>	HANDEL CHASE - OZAGENCY7@GMAIL.COM
<b>Phone Number:</b>	404-839-9135
<b>Reason for not responding:</b>	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> No Response
<b>Comments</b>	
<b>4. Vendor:</b>	MTI LIMO AND SHUTTLE SERVICES INC
<b>Contact Person:</b>	CAMERON IJAMES - cijames@mtlimos.com







# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 22-0154

Meeting Date: 3/2/2022

### Department

Sheriff

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

Request approval of the 2022 Equitable Sharing Agreement and Certification with the U.S. Department of Justice for the Fulton County Sheriff's Office, establishing the requirements for participation in the Federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, or proceeds.

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

OCGA §36.10.1 requires all contracts be approved by the Board and entered into the official minutes.

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

Justice and Safety

### Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

### Is this a purchasing item?

No

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

**Scope of Work:** This annually certified agreement between the Federal Government and Fulton County sets forth requirements for participation in the federal equitable sharing program and the restrictions upon the use of federally forfeited cash, property, proceeds, which are shared with participating law enforcement agencies.

The Department of Justice funds the Equitable Sharing Program by which local governments receive an allocation of seizures, confiscations and other law enforcement activities in which the Fulton County Sheriff's Office has had a cooperative or collaborative role. These funds can be utilized for training, communications,

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equipment, ammunition and other allowable law enforcement activities. During 2021 reporting, the Sheriff's Office spent \$98,443.74.

This annual information return shows the revenue receipts from the federal government, and the local government spending within the restrictions of this program for law enforcement purposes. These transactions are classified within a separate special revenue fund as required under the agreement. During 2021, the Sheriff's Office received \$38,205.06 in cash proceeds from the Department of Justice.

**Community Impact:** None

**Department Recommendation:** The Sheriff's Office recommends approval.

**Project Implications:** Subsequent shared revenues from this program are subject to receipt of signed annual agreement.

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None





## Equitable Sharing Agreement and Certification



**NCIC/ORI/Tracking Number:** GA0600000

**Agency Name:** Fulton County Sheriff's Office

**Type:** Sheriff's Office

**Mailing Address:** 141 Pryor Street Sw, Suite 7001  
Atlanta, GA 30303

**Agency Finance Contact**

**Name:** STINSON, RODNEY

**Phone:** 404-612-6011

**Email:** RODNEY.STINSON@FULTONCOUNTYGA.GOV

**Jurisdiction Finance Contact**

**Name:** MCTIER, SABRINNA

**Phone:** 404-612-7646

**Email:** SABRINNA.MCTIER@FULTONCOUNTYGA.GOV

**ESAC Preparer**

**Name:** MCTIER, SABRINNA

**Phone:** 404-612-7646

**Email:** SABRINNA.MCTIER@FULTONCOUNTYGA.GOV

**FY End Date:** 12/31/2021

**Agency FY 2022 Budget:** \$125,595,743.00

### Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds <sup>1</sup>	Treasury Funds <sup>2</sup>
1	Beginning Equitable Sharing Fund Balance	\$89,858.52	\$41,725.46
2	Equitable Sharing Funds Received	\$38,205.06	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$0.00	\$0.00
6	Total Equitable Sharing Funds Received (total of lines 2-5)	\$38,205.06	\$0.00
7	Equitable Sharing Funds Spent (total of lines a - n)	\$98,443.74	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	\$29,619.84	\$41,725.46

<sup>1</sup>Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

<sup>2</sup>Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$0.00	\$0.00
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$98,443.74	\$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	\$0.00
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
Total		\$98,443.74	\$0.00

**Equitable Sharing Funds Received From Other Agencies**

Transferring Agency Name	Justice Funds	Treasury Funds

**Other Income**

Other Income Type	Justice Funds	Treasury Funds

**Matching Grants**

Matching Grant Name	Justice Funds	Treasury Funds

**Transfers to Other Participating Law Enforcement Agencies**

Receiving Agency Name	Justice Funds	Treasury Funds

**Support of Community-Based Programs**

Recipient	Justice Funds	

**Non-Categorized Expenditures**

Description	Justice Funds	Treasury Funds

**Salaries**

Salary Type	Justice Funds	Treasury Funds

**Paperwork Reduction Act Notice**

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section at 1400 New York Avenue, N.W., Washington, DC 20005.

**Privacy Act Notice**

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

**Single Audit Information****Independent Auditor****Name:** JORDAN, JOHN**Company:** PJC GROUP, LLC**Phone:** 404-659-3384**Email:** JJORDAN@PJCGROUP.COM

Were equitable sharing expenditures included on your jurisdiction's prior fiscal year's Schedule of Expenditures of Federal Awards (SEFA)?

YES ☐ NO ☒

Prior year Single Audit Number Assigned by Harvester Database:



## Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

## Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

**1. Submission.** The ESAC must be signed and electronically submitted within 60 days of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

**2. Signatories.** The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

**3. Uses.** Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

**4. Transfers.** Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

**5. Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by the entity that maintains the Agency's appropriated or general funds and agrees that the funds will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

**6. Single Audit Report and Other Reviews.** Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the Schedule of Expenditures of Federal Awards (SEFA) under Catalog of Federal Domestic Assistance number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

**7. Freedom of Information Act (FOIA).** Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

**8. Waste, Fraud, or Abuse.** An Agency or governing body is required to immediately notify the Money Laundering and Asset Recovery Section of the Department of Justice and the Executive Office for Asset Forfeiture of the Department of the Treasury of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

### Civil Rights Cases

**During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?**

☐ Yes ☒ No

### Agency Head

Name: Labat, Patrick

Title: Sheriff

Email: Patrick.Labat@fultoncountyga.gov

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

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

### Governing Body Head

Name: PITTS, ROBERT

Title: Chair, Board of Commissioners

Email: Robb.Pitts@fultoncountyga.gov

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

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.



<b>Forfeiture Type</b>	<b>Decision Type</b>	<b>Transaction Date</b>	<b>Transaction Amount</b>
Civil/Judicial	Cash/Proceeds	02/05/2021	\$2,599.52
Administrative	Cash/Proceeds	02/05/2021	\$4,157.40
Administrative	Cash/Proceeds	05/14/2021	\$1,522.72
Administrative	Cash/Proceeds	05/17/2021	\$1,647.41
Administrative	Cash/Proceeds	06/03/2021	\$622.67
Administrative	Cash/Proceeds	08/05/2021	\$626.23
Administrative	Cash/Proceeds	08/06/2021	\$928.20
Administrative	Cash/Proceeds	09/13/2021	\$3,031.70
Administrative	Cash/Proceeds	09/13/2021	\$2,168.71
Administrative	Cash/Proceeds	09/13/2021	\$10,822.26
Administrative	Cash/Proceeds	09/13/2021	\$1,939.42
Administrative	Cash/Proceeds	09/13/2021	\$2,251.94
Administrative	Cash/Proceeds	09/14/2021	\$4,092.05
Administrative	Cash/Proceeds	09/21/2021	\$1,794.83

**ESHARE - SHARING DISTRIBUTION REPORT****GA0600000 Fulton County Sheriff's Office**

Transactions from 01/01/2021 to 12/01/2021

Report Generated on 12/01/2021

<b>Transaction Type</b>	<b>Asset ID</b>	<b>Asset Description</b>
Cash Distribution	18-DEA-642694	Sgl Family Housing Unit at 4860 Marsha Drive S
Cash Distribution	20-DEA-659712	\$65,600.00 U.S. Currency
Cash Distribution	20-DEA-666389	\$19,522.00 U.S. Currency
Cash Distribution	19-DEA-650243	Aircraft - Fixed-Wing Piston - 1978 Cessna 414A
Cash Distribution	20-DEA-665746	\$7,983.00 U.S. Currency
Cash Distribution	20-DEA-658942	Vehicles - Trailer - 2008 Utility 3000R Trailer
Cash Distribution	20-DEA-660670	\$13,600.00 U.S. Currency
Cash Distribution	20-DEA-662078	\$19,434.00 U.S. Currency
Cash Distribution	20-DEA-662080	\$13,902.00 U.S. Currency
Cash Distribution	20-DEA-663820	\$430,223.00 U.S. Currency
Cash Distribution	20-DEA-668473	\$74,500.00 U.S. Currency
Cash Distribution	21-DEA-672048	\$31,770.00 U.S. Currency
Cash Distribution	21-DEA-671812	\$167,879.00 U.S. Currency
Cash Distribution	20-DEA-663819	\$71,351.00 U.S. Currency







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0097

**Meeting Date:** 3/2/2022

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

Request approval of a Resolution by the Board of Commissioners of Fulton County to provide initial fiscal resources to fund the Fulton Technology and Energy Enhancement Authority; and for other purposes. **(Abdur-Rahman) (HELD ON 2/2/22 and 2/16/22)**

1 **RESOLUTION BY THE BOARD OF COMMISSIONERS OF FULTON COUNTY TO**  
2 **PROVIDE INITIAL FISCAL RESOURCES TO FUND THE FULTON TECHNOLOGY**  
3 **AND ENERGY ENHANCEMENT AUTHORITY, AND FOR OTHER PURPOSES.**  
4

5 **WHEREAS**, the Fulton Technology and Energy Enhancement Authority (FTEEA)  
6 was established by House Bill 762 in the 2021 Georgia General Assembly session and  
7 signed into law by Governor Brian Kemp; and  
8

9 **WHEREAS**, the FTEEA founding board members appointed represent Fulton  
10 County, the Metropolitan Atlanta Regional Transit Authority (MARTA), the Atlanta  
11 Regional Commission (ARC), and the Georgia Institute of Technology, with the chairman  
12 of the Board of Commissioners representing the interest of the Board and the County  
13 thereon; and  
14

15 **WHEREAS**, the Board of Commissioners recognizes and supports the mission of  
16 FTEEA to address root causes of poverty in Fulton County, by bridging the digital and  
17 energy divides, and to address various issues that impede improvements in struggling  
18 neighborhoods; and  
19

20 **WHEREAS**, FTEEA will put Fulton County on the map as a national leader in public  
21 sustainable infrastructure, by identifying, targeting, and alleviating the specific elements  
22 relating to the underdevelopment of technological resources and energy burdens which  
23 are causing poverty, increased unemployment rates, and statistics comparable to failing  
24 school rates and underdevelopment in Fulton County's pockets of poverty; and  
25

26 **WHEREAS**, the State of Georgia acknowledged the need of such authority as  
27 FTEEA in the authorizing legislation, *to wit*: "The General Assembly finds that while the  
28 Fulton County is a world-renowned center of technological innovation, pockets exist  
29 throughout the county where technological and energy resources are extremely lacking.  
30 These deficiencies hinder the development or redevelopment of these pockets and lock  
31 the residents of these pockets into poverty by denying them the opportunity for prosperity  
32 and great wealth like other areas of the county," and  
33

34 **WHEREAS** the purpose of the Fulton Technology and Energy Enhancement  
35 Authority is to decrease energy burden in communities with low socio-economic  
36 demographics; increase wealth in communities with high energy burden; and provide  
37 technology and renewable energy workforce development with public-private  
38 partnerships; and  
39

40 **WHEREAS** the median income of said communities is below the national poverty  
41 line; the K-12 public schools in the said communities have D and F ratings based on the  
42 Georgia Board of Education ratings; the cycle of suppression of said communities needs  
43 to stop by providing resources from FTEEA; and  
44

**WHEREAS** the Fulton Technology and Energy Enhancement Authority requires seed funding to establish its initial infrastructure and operations to help the said communities and the people who reside therein, in Fulton County.

**NOW, THEREFORE BE IT RESOLVED**, that the Board of Commissioners authorizes the allocation of an amount not to exceed \$125,000 for the purposes of aiding and assisting the Fulton Technology and Energy Enhancement Authority in implementing its mission, goals, and objectives as outlined in House Bill 762 from the 2021 session of the Georgia General Assembly: and

**BE IT ALSO RESOLVED**, that the Board of Commissioners directs the County Attorney, the County Manager, and the Chief Financial Officer to confer upon each other and determine the source of funds of which the allocation is to come from and that any such allocation and distribution be legal and compliant under all laws of the State of Georgia and policies and regulations of Fulton County Government; and

**BE IT FURTHER RESOLVED**, that County Manager shall appoint a County staff member to serve as a liaison between the FTEEA and Fulton County and the Board of Commissioners to maintain open lines of communication with updated information on the Authority's progress and work; and

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

**PASSED AND ADOPTED** by the Board of Commissioners of Fulton County, Georgia, this            day of January, 2021.

FULTON COUNTY BOARD OF  
COMMISSIONERS

**SPONSORED BY:**

Khadijah Abdur-Rahman, Commissioner  
District 6

**ATTEST:**

1 Tonya R. Grier, Clerk to the Commission

2

3 **APPROVED AS TO FORM:**

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6 \_\_\_\_\_  
Soo Jo, County Attorney

7





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0129

**Meeting Date:** 3/2/2022

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

Request approval of a Resolution pursuant to O.C.G.A. ss 15-18-19 (e) (6), 15-6-27(h) and 15-6-28 to approve salary supplements for State paid staff in the office of the District Attorney and State paid staff employed by the Chief Superior Court Judge. **(Hall) (MOTION TO APPROVE FAILED ON 2/16/22)**

1     **RESOLUTION PURSUANT TO O.C.G.A. §§ 15-18-19(e)(6), 15-6-27(h) AND 15-6-28**  
2     **TO APPROVE SALARY SUPPLEMENTS FOR STATE PAID STAFF IN THE OFFICE**  
3     **OF THE DISTRICT ATTORNEY AND STATE PAID STAFF EMPLOYED BY THE**  
4     **CHIEF SUPERIOR COURT JUDGE.**  
5

6             **WHEREAS**, O.C.G.A. § 15-18-14 authorizes the District Attorney for the Atlanta  
7 Judicial Circuit to appoint assistant district attorneys whose salaries are paid by the State  
8 and controlled by the State salary schedule and/or rules; and

9             **WHEREAS**, O.C.G.A. § 15-18-14.1 authorizes the District Attorney to appoint  
10 investigators whose salaries are paid by the State and controlled by the State salary  
11 schedule and/or rules; and

12            **WHEREAS**, O.C.G.A. § 15-18-14.2 authorizes the District Attorney to appoint  
13 other personnel whose salaries are paid by the State and controlled by the State salary  
14 schedule and/or rules; and

15            **WHEREAS**, O.C.G.A. § 15-6-28 authorizes the Chief Superior Court Judge to  
16 employ either a law assistant or court administrator whose salary is paid by the State and  
17 controlled by the State salary schedule and/or rules; and

18            **WHEREAS**, the Board of Commissioners of Fulton County, the governing authority  
19 for the county comprising the whole of the Atlanta Judicial Circuit, has been authorized to  
20 supplement the State salaries of assistant district attorneys, investigators and other  
21 personnel employed by the District Attorney pursuant to O.C.G.A. § 15-18-19(e)(6), and  
22 law assistants and court administrators employed by the Chief Superior Court Judge  
23 pursuant to O.C.G.A. § 15-6-27(h); and

24            **WHEREAS**, effective January 1, 2016, pursuant to O.C.G.A. § 15-18-10.1, any  
25 supplement by Fulton County for assistant district attorneys, investigators and other  
26 personnel paid by the State shall not exceed \$50,000; and

27            **WHEREAS**, there is no statutory cap on the amount of the supplement for State-  
28 paid law assistants and court administrators; and

29            **WHEREAS**, on January 6, 2021, the Board of Commissioners, via Resolution No.  
30 21-0024, authorized supplements for only State-paid assistant district attorneys, but not  
31 other State-paid personnel of the District Attorney; and



1       **WHEREAS**, on February 6, 2018, the Board of Commissioners, via Agenda Item  
2 No. 18-0079, authorized a supplement for a court administrator position for the Superior  
3 Court in the amount of \$21,203.

4       **WHEREAS**, the Board of Commissioners recognize that State-paid personnel  
5 employed in the District Attorney's Office and the Superior Court are necessary and  
6 contribute to the success of the justice system in the Atlanta Judicial Circuit; and

7       **WHEREAS**, the salaries paid by the State are not as competitive as the salaries  
8 offered by Fulton County for similar County-funded positions; and

9       **WHEREAS**, the Board of Commissioners believes that providing a supplement  
10 funded by Fulton County as allowed by law for those State-paid positions would help  
11 attract and retain staff in the Office of the District Attorney and the Superior Court; and

12       **WHEREAS**, allowing county supplements for State-paid positions in the District  
13 Attorney's Office and the Superior Court to be processed pursuant to this Resolution in  
14 lieu of making individualized requests to the Board of Commissioners promotes efficiency  
15 in government.

16       **NOW, THEREFORE, BE IT RESOLVED** that Fulton County may, at the request  
17 of the District Attorney of the Atlanta Judicial Circuit, supplement the salaries of  
18 individuals in State-paid positions, not to exceed the amount allowed by law.

19       **BE IT FURTHER RESOLVED** that any salary supplements for the District  
20 Attorney's State-paid positions that are \$50,000 or more shall not be increased further  
21 absent a higher amount allowed by law.

22       **BE IT FURTHER RESOLVED** that Fulton County may, at the request of the Chief  
23 Superior Court Judge of the Atlanta Judicial Circuit, supplement the salary of the  
24 individual in the State-paid law assistant position or court administrator position.

25       **BE IT FURTHER RESOLVED** that any salary supplement authorized by this  
26 Resolution shall be contingent on the availability of funds within the applicable budget.

27       **BE IF FURTHER RESOLVED** that this Resolution shall be retroactive to January  
28 1, 2021.

29       **BE IT FINALLY RESOLVED** that all resolutions and parts of resolutions in conflict  
30 with this Resolution are hereby repealed to the extent of the conflict.

31       **PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**FULTON COUNTY  
BOARD OF COMMISSIONERS**

**Sponsored by:**

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Natalie Hall  
Commissioner, District 4

**ATTEST:**

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Tonya R. Grier  
Clerk to the Commission

**APPROVED AS TO FORM:**

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Y. Soo Jo  
County Attorney

P:\CALegislation\District Attorney\02.04.22 Resolution\_DA and SupCt staff supplement.docx





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0155

**Meeting Date:** 3/2/2022

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

Request approval of a Resolution authorizing the County Manager to convert County owned property located at 4430 Frederick Drive SW, into supportive housing for persons afflicted with behavioral health or substance abuse issues; and for other purposes. **(Pitts)**

1 **A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO CONVERT COUNTY-**  
2 **OWNED PROPERTY LOCATED AT 4430 FREDERICK DRIVE SW, INTO**  
3 **SUPPORTIVE HOUSING FOR PERSONS AFFLICTED WITH BEHAVIORAL HEALTH**  
4 **OR SUBSTANCE ABUSE ISSUES; AND FOR OTHER PURPOSES.**

5 **WHEREAS**, The American Rescue Plan (“ARP”), among other things, provides  
6 HOME Investment Partnerships Program (“HOME-ARP”) funds through the U.S.  
7 Department of Housing and Urban Development (“HUD”) to assist individuals or  
8 households who are homeless, at risk of homelessness, or other vulnerable populations,  
9 by providing housing, rental assistance, supportive services, and non-congregate shelter  
10 in order to equitably reduce homelessness and increase housing stability across the  
11 country; and

12 **WHEREAS**, within Fulton County there are individuals and family units who are  
13 homeless, or at risk of homelessness, or represent other vulnerable populations; and

14 **WHEREAS**, HUD has awarded Fulton County HOME-ARP funds in the amount of  
15 \$2.4 million; and

16 **WHEREAS**, HOME-ARP funds can be used for four (4) eligible activities: (i)  
17 Production or Preservation of Affordable Housing, (ii) Tenant-Based Rental Assistance  
18 (“TBRA”); (iii) Supportive Services, Homeless Prevention Services, Housing Counseling,  
19 and (iv) Purchase and Development of Non-Congregate Shelter; and

20 **WHEREAS**, “non-congregate shelter” is the term used for emergency shelters that  
21 provide accommodations in a way that provides supportive housing with private space for  
22 guests; and

1           **WHEREAS**, non-congregate shelter is generally provided via motel rooms and is  
2 a proven way to limit the spread of COVID 19 among people experiencing homelessness;  
3 and

4           **WHEREAS**, to comply with one of the requirements for receiving federal funds,  
5 Fulton County’s Department of Community Development prepared a Five-Year  
6 Consolidated Plan for FY 2020-2024 (the “Consolidated Plan”) to provide policy direction  
7 for the next five (5) years of funding decisions; and

8           **WHEREAS**, one of the goals established in the Consolidated Plan is to establish  
9 homelessness housing and prevention by assisting people who are homeless through  
10 provision of and access to emergency, transitional, and permanent supportive housing to  
11 enable them to move to appropriate housing and achieve greater stability; and

12           **WHEREAS**, in response to the COVID-19 pandemic, states and communities  
13 across the country have explored options to assist persons experiencing homelessness,  
14 with many implementing plans to acquire and convert hotels/motels into affordable and  
15 supportive housing services that offer intensive case management, behavioral health  
16 services, medical services, financial literacy education, basic needs, transportation,  
17 employment services, and 24-hour security; and

18           **WHEREAS**, HOME-ARP funds may be used to rehabilitate existing structures  
19 such as motels, hotels, or other facilities to be used for HOME-ARP related services; and

20           **WHEREAS**, Fulton County recently acquired certain properties on and around  
21 Fulton Industrial Boulevard in Fulton County, including a former motel (Red Roof Inn)  
22 located at 4430 Frederick Drive, SW, Atlanta, Georgia (the “Property”); and

1           **WHEREAS**, the Board of Commissioners believes that it would benefit the County  
2 as a whole if the Property is converted to supportive housing and related services; and

3           **WHEREAS**, the Board of Commissioners recognizes that funding from other  
4 federal grants will be needed to fully implement the plan to convert the Property to provide  
5 ongoing supportive housing and related services; and

6           **WHEREAS**, the Board of Commissioners finds it to be in the best interest of the  
7 citizens of Fulton County to authorize the County Manager to take all necessary steps to  
8 convert the Property to provide supportive housing using available HOME-ARP funds as  
9 may be leveraged to access other federal grants; and

10          **WHEREAS**, pursuant to Fulton County Code Sec. 1-117, the Board of  
11 Commissioners has exclusive jurisdiction and control over all the property of the county,  
12 as they may deem expedient, according to law, having the care, management, keeping,  
13 collecting, or disbursement, of money belonging to the county, or appropriated for its use  
14 and benefit, making such rules and regulations for the support of the poor of the county,  
15 and for the promotion of health, as are not inconsistent with law, and to exercise such  
16 other powers as are granted by law, or are indispensable to their jurisdiction over county  
17 matters and county finances.

18          **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby  
19 authorizes and directs the County Manager to convert the Property located at 4430  
20 Frederick Drive, SW Atlanta, Georgia into supportive housing using available HOME-ARP  
21 funds awarded to Fulton County to provide individuals or family units who are homeless,  
22 or at risk of homelessness, or other vulnerable populations with intensive case



1 management, behavioral health services, medical services, financial literacy education,  
2 basic needs, transportation, employment services, and 24-hour security.

3 **BE IT FURTHER RESOLVED**, that the County Manager is authorized to take all  
4 necessary steps to effectuate the conversion of the Property to be used for supportive  
5 housing and related services, including the use of Fulton County Staff, consultants or  
6 other agents to identify a permanent funding source, establish operating funding sources,  
7 identify experienced service providers, and other necessary requirements to bring the  
8 plan to fruition in conformity with federal laws and regulations.

9 **BE IT FURTHER RESOLVED** that the Chairman of Fulton County Board of  
10 Commissioners is authorized and directed to execute and deliver any and all documents  
11 necessary to convert the Property into supporting housing.

12 **BE IT FURTHER RESOLVED**, that prior to execution of any documents, the  
13 County Attorney shall approve any and all documents as to form and make any necessary  
14 substantive changes thereto to protect the County's interests.

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

18 **SO PASSED AND ADOPTED**, this \_\_\_\_ day of March 2022.

19 **FULTON COUNTY BOARD OF**  
20 **COMMISSIONERS**

21 **SPONSORED BY:**

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

1  
2 **ATTEST:**

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6 \_\_\_\_\_  
7 Tonya Grier,  
8 Clerk to the Commission  
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13 **APPROVED AS TO FORM:**

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18 \_\_\_\_\_  
19 Y. Soo Jo  
20 County Attorney  
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23 P:\CALegislation\BOC\Resolutions\2022 Resolutions\Pitts\3.2.22 Resolution re  
24 Supportive Housing in FIB.Pitts FINAL.docx





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0156

**Meeting Date:** 3/2/2022

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

Request approval of a Resolution approving the clean up of certain Fulton County-owned property located in the City of South Fulton due to tornado storm damage; and for other purposes.

**(Abdur-Rahman)**

1 **A RESOLUTION APPROVING THE CLEAN UP OF CERTAIN FULTON COUNTY-**  
2 **OWNED PROPERTY LOCATED IN THE CITY OF SOUTH FULTON DUE TO**  
3 **TORNADO STORM DAMAGE; AND FOR OTHER PURPOSES.**

4 **WHEREAS**, recently, Fulton County was notified by concerned citizens that a  
5 tornado caused damage to certain properties in Fulton County, Georgia, including  
6 property currently owned by Fulton County (the "County") that is located at 1210 Elva  
7 Drive SW, City of South Fulton, and having a tax identification number of 14F0091LL0527  
8 (the "Property"), which is located near Trammell Crow Park; and

9 **WHEREAS**, the damage to the Property includes numerous fallen trees; and

10 **WHEREAS**, pursuant to Fulton County Code Sec. 1-117, the Board of  
11 Commissioners has exclusive jurisdiction and control over the following matters, to-wit:  
12 In directing and controlling all the property of the county, as they may deem expedient,  
13 according to law, having the care, management, keeping, collecting, or disbursement, of  
14 money belonging to the county, or appropriated for its use and benefit, and to exercise  
15 such other powers as are granted by law, or are indispensable to their jurisdiction over  
16 county matters and county finances; and

17 **WHEREAS**, to address the public health and safety concerns potentially posed by  
18 the debris on the County-owned Property, the Board of Commissioners finds that it would  
19 be prudent for the County, as soon as is possible, to clean up the debris; and

20 **WHEREAS**, neither the County's Department of Real Estate and Asset  
21 Management ("DREAM") nor the Department of Public Works currently have the  
22 personnel or equipment to remove the debris from the Property; and

1           **WHEREAS**, DREAM estimates that it will cost no more than \$132,000.00 to  
2 perform this clean-up work at the Property; and

3           **WHEREAS**, in order to clear the debris the County will need to engage the services  
4 of an existing contractor with a contract with the County to perform similar services or  
5 issue an Invitation to Bid to hire a contractor with the ability to perform the work; and

6           **WHEREAS**, the Board of Commissioners finds that it is in the best interest of the  
7 citizens of Fulton County for Fulton County, through DREAM, to remove the debris from  
8 the Property as quickly as possible using an existing contractor or one chosen via a  
9 competitive procurement process at a cost to the County not to exceed \$132,000.00.

10          **NOW, THEREFORE, BE IT RESOLVED**, the Board of Commissioners hereby  
11 approves and authorizes the Department of Real Estate and Asset Management to  
12 remove the debris resulting from a tornado at County-owned Property located at 1210  
13 Elva Drive SW, City of South Fulton, and having a tax identification number of  
14 14F0091LL0527 (the "Property"), which is located near Trammell Crow Park, as quickly  
15 as possible.

16          **BE IT FURTHER RESOLVED**, that Department of Real Estate and Asset  
17 Management is authorized to utilize the services of an existing contractor with a current  
18 contract with the County to remove the debris from the Property or issue an Invitation to  
19 Bid to hire a contractor to perform the work at a cost to the County not to exceed  
20 \$132,000.00.

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

4           **SO PASSED AND ADOPTED**, this \_\_\_\_\_ day of March, 2022.

5  
6                                   **FULTON COUNTY BOARD OF**  
7                                   **COMMISSIONERS**

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9                                   **SPONSORED BY:**

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13                                   \_\_\_\_\_  
14                                   Khadijah Abdur-Rahman  
15                                   Commissioner, District 6

16           **ATTEST:**

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19                                   \_\_\_\_\_  
20                                   Tonya R. Grier, Clerk of Commission

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23           **APPROVED AS TO FORM:**

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27                                   \_\_\_\_\_  
28                                   Y. Soo Jo  
29                                   County Attorney  
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31           P:\CALegislation\BOC\Resolutions\2022 Resolutions\Abdur Rahman\3.2.22.Resolution Approving Clean up of 1210 Elva  
32           Drive.Abdur-Rahman. FINAL.docx







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0157

**Meeting Date:** 3/2/2022

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

Request approval of a Resolution approving emergency maintenance on certain storm water detention ponds located within the boundaries of the City of South Fulton, Georgia pursuant to certain Fulton County easement rights; and for other purposes. **(Abdur-Rahman)**

1 **A RESOLUTION APPROVING EMERGENCY MAINTENANCE ON CERTAIN STORM**  
2 **WATER DETENTION PONDS LOCATED WITHIN THE BOUNDARIES OF THE CITY**  
3 **OF SOUTH FULTON, GEORGIA PURSUANT TO CERTAIN FULTON COUNTY**  
4 **EASEMENT RIGHTS; AND FOR OTHER PURPOSES.**

5 **WHEREAS**, Fulton County has certain easement rights for emergency  
6 maintenance for approximately thirty-three storm water detention ponds ("Ponds") located  
7 on privately-owned properties within the boundaries of the City of South Fulton, Georgia,  
8 the locations of which are attached hereto as Exhibit A; and

9 **WHEREAS**, Fulton County and the City of South Fulton each have Storm Water  
10 Management Programs, approved by the State of Georgia Department of Natural  
11 Resources Environmental Protection Division, for properties located within their  
12 respective jurisdictions, with the City of South Fulton responsible for stormwater  
13 management within its jurisdiction; and

14 **WHEREAS**, the Ponds are located entirely within the jurisdiction of the City of  
15 South Fulton; and

16 **WHEREAS**, Fulton County citizens who reside near the Ponds within the  
17 jurisdiction of the City of South Fulton have expressed concerns to both jurisdictions  
18 regarding debris, trees, and vegetation in and around the Ponds which may pose health  
19 and safety concerns; and

20 **WHEREAS**, pursuant to Fulton County Code Sec. 1-117, the Board of  
21 Commissioners has exclusive jurisdiction and control over the following matters, to-wit:  
22 In directing and controlling all the property of the county, as they may deem expedient,  
23 according to law, having the care, management, keeping, collecting, or disbursement, of

1 money belonging to the county, or appropriated for its use and benefit, and to exercise  
2 such other powers as are granted by law, or are indispensable to their jurisdiction over  
3 county matters and county finances; and

4 **WHEREAS**, based on the concerns raised by the citizens, the Board of  
5 Commissioners finds it to be in the best interest of these citizens that Fulton County  
6 perform emergency maintenance on the Ponds as deemed necessary and pursuant to its  
7 emergency easement rights to address the public health and safety concerns posed by  
8 the debris and vegetation, until such time that Fulton County no longer possesses these  
9 emergency easement rights; and

10 **WHEREAS**, neither the County's Department of Real Estate and Asset  
11 Management ("DREAM") nor the Department of Public Works have the personnel or  
12 equipment to remove the debris from the Pond; and

13 **WHEREAS**, DREAM estimates that it will cost no more than \$67,000.00 to perform  
14 this clean-up work at the Ponds; and

15 **WHEREAS**, in order to clear the debris and vegetation, Fulton County will need to  
16 engage the services of an existing contractor with a current contract with Fulton County  
17 to perform similar services or issue an Invitation to Bid to hire a contractor with the ability  
18 to perform the work; and

19 **WHEREAS**, the Board of Commissioners finds that it is in the best interest of the  
20 citizens of Fulton County for Fulton County, through DREAM, to remove the debris and  
21 vegetation from the Ponds as quickly as possible using an existing contractor or one

1 chosen via a competitive procurement process at a cost to the County not to exceed  
2 \$67,000.00.

3 **NOW, THEREFORE, BE IT RESOLVED**, the Board of Commissioners hereby  
4 approves and authorizes the Department of Real Estate and Asset Management to  
5 address the health and safety concerns regarding the Ponds, under the authority of the  
6 emergency maintenance easements until such time as Fulton County no longer  
7 possesses these easements rights.

8 **BE IT FURTHER RESOLVED**, that Department of Real Estate and Asset  
9 Management is authorized to utilize the services of an existing contractor with a current  
10 contract with the County to remove the debris from the Ponds or issue an Invitation to Bid  
11 to hire a contractor to perform the work at a cost to the County not to exceed \$67,000.00.

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

15 **SO PASSED AND ADOPTED**, this \_\_\_\_\_ day of March, 2022.

16  
17 **FULTON COUNTY BOARD OF**  
18 **COMMISSIONERS**

19  
20 **SPONSORED BY:**

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23 \_\_\_\_\_  
24 Khadijah Abdur-Rahman  
25 Commissioner, District 6  
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1 ATTEST:

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5 Tonya R. Grier, Clerk of Commission  
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9 APPROVED AS TO FORM:

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14 Y. Soo Jo  
15 County Attorney  
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17 P:\CALegislation\BOC\Resolutions\2022 Resolutions\Abdur Rahman\3.2.22.Resolution Approving Clean up of Detention Ponds in  
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# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0158

**Meeting Date:** 3/2/2022

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

Request approval of a Resolution authorizing the County Manager to allocate \$1 million to Arts and Culture. **(Arrington)**







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0159

**Meeting Date:** 3/2/2022

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

Request approval of a Resolution authorizing the County Manager to establish a program for the County to give \$1 million for Veterans' organizations currently serving Veterans in Fulton County.  
**(Arrington)**





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0160

**Meeting Date:** 3/2/2022

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### Department

External Affairs

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

Presentation of 2022 Legislative Agenda.

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

Pursuant to Fulton County Code Sec. 1-117, the Board of Commissioners has exclusive jurisdiction and control over the exercise such other powers as are granted by law, or are indispensable to their jurisdiction over county matters and county finances, among other things.

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

Open and Responsible Government

### Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

### Is this a purchasing item?

No

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

### Scope of Work:

### Community Impact:

**Department Recommendation:** Recommend Approval.

### Project Implications:

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**Agenda Item No.:** 22-0160

**Meeting Date:** 3/2/2022

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**Community Issues/Concerns:**

**Department Issues/Concerns:**



**FULTON  
COUNTY**

**Fulton County Board of Commissioners  
February 23, 2022**

State Legislative Update

Ensure Local Home Rule: Redistricting

Strengthen Behavioral Health Model & Funding  
For Substance Abuse Treatment & Prevention

Create A More Efficient & Effective  
Justice System - Compensation for Officials

Create A More Efficient & Effective Justice System  
– Diversion & Reentry Programs

Create A More Efficient & Effective Justice System  
– Codify Judicial Practices

Support Certain Evictions Record Sealing

Support Homeowner Protections With Greater  
HOA Transparency



## 2022 State Legislative Agenda

# Fulton County Redistricting

Bill Caption/Author	Bill Description	Status
<a href="#">HB 1199</a> - Fulton County Board of Commissioners; Change description of Districts; Rep. Mainor (56th)	Bill provides new district lines and map for Fulton County District. Map used for this bill is a revised, substitute map of Senator Albers' original map.	House Second Readers; Governmental Affairs
<a href="#">HB 1244</a> – Fulton County Board of Commissioners; Change description of Districts; Rep. Dreyer (59th)	Bill provides new district lines and map for Fulton County District. Map used for this bill is the original map designed for Senator Albers, which is based on the Board of Commissioners' approved map.	Favorably Approved by the House Government Affairs Committee
<a href="#">SB 437</a> - Fulton County Board of Commissioners; Change description of Districts; Sen. Albers (56th)	Bill provides new district lines and map for Fulton County District. Map used for this bill is the original map designed for Senator Albers, which is based on the Board of Commissioners' approved map.	Senate Adopted; House Adopted by Substitute

# Evictions Public Relief

Bill Caption/Author	Bill Description	Status
<a href="#">HB 894</a> - Property; prospective tenant shall not be refused a rental or lease agreement solely based upon a previous eviction due to COVID-19; Rep. Boddie (62nd)	No landlord or owner of real estate shall refuse to enter into a rental or lease agreement with a prospective tenant if such refusal is solely based upon such prospective tenant being previously evicted during a period when a public health emergency related to the COVID-19 pandemic was declared to exist by the United States Secretary of Health and Human Services.	Second Readers; House Judiciary Committee
<a href="#">HB 1149</a> - Georgia Evictions Records Restriction Act; Rep. Burnough (77 <sup>th</sup> ) & Rep. Boddie (62 <sup>nd</sup> )	Bill provides for one-time sealing of evictions records caused by non-payment of rent during a public health emergency and under other adjudication terms.	Second Reader; House Judiciary Committee



# Annexation & Cityhood

Bill Caption/Author	Bill Description	Status
<a href="#">HB 0836</a> - Atlanta, City of; change corporate limits; Rep. Bruce (61st)	Bill would incorporate currently unincorporated property in the Fulton Industrial District that lies north of U.S. Interstate 20.	Senate Read & Referred to State and Local Governmental Operations
<a href="#">HB 0854</a> -Buckhead City, incorporate; Rep. Jones (25 <sup>th</sup> )	This bill would establish the City of Buckhead in Fulton County.	House Second Readers; Governmental Affairs*
<a href="#">SB 324</a> - Buckhead City, incorporate; Sen. Beach (21 <sup>st</sup> )	This bill would establish the City of Buckhead in Fulton County.	Senate Read & Referred to Urban Affairs*
<a href="#">SR 0298</a> - Senate Annexation Study Committee; Sen. Beach (21 <sup>st</sup> )	This resolution creates a five-member Senate Annexation Study Committee to study Article 7 of Chapter 36 of Title 36 of the Official Code of Georgia Annotated in 2007 to provide an annexation dispute resolution procedure update.	Senate Rules

\*General Assembly leadership indicates that these bills will not be taken up during the 2022 Legislative Session, but we will continue to monitor.

# Elections

Bill Caption/Author	Bill Description	Status
<a href="#">HB 886</a> –Security Tracking of the Security Ballot Paper; Rep. Powell (32 <sup>nd</sup> )	This bill requires new security ballot paper be in locked containers; sealed and numbered, with the numbers recorded on tracking forms. Persons in possession of the containers must provide written confirmation with the date/time, number of ballots to tract chain of custody.	Governmental Affairs Favorably Reported
<a href="#">HB 933</a> - Retention of ballots; Rep. Blackmon, (146 <sup>th</sup> )	This bill allows persons to inspect ballots and other elections documents (following election returns) held by the Clerk of Superior Court. No one outside the Clerk’s office will physically handle the ballots.	Governmental Affairs Favorably Reported
<a href="#">HB 1085</a> - Elections; option for municipalities to adopt and use instant runoff voting; Rep. Gullett (19 <sup>th</sup> )	Bill would allow for instant runoff (or ranked choice) voting in municipal elections. Voters would indicate their preference for each office by marking a “1” next to their first choice, a “2” for the second choice, etc. for the political party in whose primary the elector desires to vote. In the case of a runoff, the candidate who receives the elector’s highest designation would receive the vote.	Heard in Governmental Affairs
<a href="#">SB 325</a> - Elections and Primaries; Sen. Miller (49 <sup>th</sup> )	Bill eliminates the use of absentee ballot drop boxes and related legal provisions in the Official Code of Georgia.	Senate Read & Referred to Ethics

# Development Authorities

Bill Caption/Author	Bill Description	Status
<a href="#">HB 923</a> - Development authorities; cap the per diem allowance; Rep. Oliver (82 <sup>nd</sup> )	Bill would cap per diem allowance for development authority boards at the salary level of State General Assembly members. Adds enforcement powers to the State Transparency and Campaign Finance Commission.	House Second Readers; Government Affairs
<a href="#">HB 1044</a> - Creation of regional development authorities; Rep. Pirkle (155 <sup>th</sup> )	Bill provides for the creation of regional development authorities and an enhancement for the jobs tax credit for such authorities. A county shall not belong to more than one regional development authority.	House Adopted By Substitute; Senate Read and Referred to Econ Dev & Tourism
<a href="#">HB 1181</a> - Directors of development authorities shall not serve as chairperson or chief executive officers; Rep. Jackson (64 <sup>th</sup> )	This bill prohibits members of a county or municipal governing authority that are appointed as directors of development authorities from serving as chairpersons or chief executive officers of such authority. It also requires consent of impacted municipalities and school boards for tax abated projects and deals.	House Second Readers; Governmental Affairs

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# Health & Human Services

Bill Caption/Author	Bill Description	Status
<a href="#">HB 1192</a> - Treatment under Medicaid to persons with HIV; Rep. Cooper (43 <sup>rd</sup> )	This bill requires the Department of Community Health to submit a Section 1115 waiver request to the federal Centers for Medicare and Medicaid for a demonstration project to provide treatment services under Medicaid to persons in this state living with HIV.	House Adopted 2/22/2022
<a href="#">SB 338</a> - Medicaid; Postpartum coverage; Sen. Burke (11 <sup>th</sup> )	Postpartum care for mothers would be extended for a period of six months to one year.	House Second Readers; Health & Human Svcs
<a href="#">HB 752</a> –Psychiatric Advance Directive; Rep. Cooper (43 <sup>rd</sup> )	Provides for a competent adult to express their preference for mental health care treatment thru instructions or an agent.	House Adopted; Senate Read & Referred to Judiciary Comm.

# Behavioral Health Reforms

Bill Caption/Author	Bill Description	Status
<a href="#">HB 853</a> – Mental Health treatment alternatives to imprisonment; Rep. Scott (76th )	Bill would address defendants with mental health issues who plead guilty or nolo contendere. This bill would allow any defendant who was eligible for public mental health services to petition the court for mental health treatment to be included in their sentence.	House Second Readers; Judiciary Non-Civil
<a href="#">HB 1013</a> -Mental Health Parity Act; (Omnibus) Speaker David Ralston (7 <sup>th</sup> )	Bill proposes to: Require parity for mental health insurance coverage; Increase the number of mental health professionals in the state; Provide help to first responders help on mental health crisis calls; Improve data and transparency including enforcement of the Federal Parity Act of 2008 by requiring public reports	First Hearing in Health & Human Services
<a href="#">SB 342</a> – Sen Kirkpatrick Mental Health Parity Insurance; Sen. Kirkpatrick (32 <sup>nd</sup> )	This bill establishes reporting requirements for insurance companies to ensure that there is mental health parity within healthcare plans.	Senate Adopted; House Read & Referred; Health and Human Services

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# Public Safety and the Courts

Bill Caption/Author	Bill Description	Status
<a href="#">HB 1134</a> - Prosecute offenses involving criminal gang activity; provide for concurrent authority; Rep. Efstration (104 <sup>th</sup> )	This bill amends Code Section 16-15-4 of the Official Code of Georgia Annotated, relating to participation in criminal gang activity prohibited, so as to provide for the concurrent authority of prosecuting attorneys and the Attorney General to prosecute offenses involving criminal gang activity.	House Adopted; Senate Read & Referred to Judiciary Committee
<a href="#">SB 277</a> - Firearms Carry laws for court; Sen. Mullis (53 <sup>rd</sup> )	This bill authorizes Solicitors to carry handguns in any courthouse.	Senate Adopted; House Readers; Public Safety Comm.
<a href="#">SB 319</a> – "Georgia Constitutional Carry Act of 2021"; Sen. Anavitarte (31st)	Bill would eliminate gun permit requirement in order to carry a gun in public if the individual is a lawful weapons carrier.	Senate Read Second Time; Judiciary Committee

# TSPLOST

Bill Caption/Author	Bill Description	Status
<a href="#">HB 907</a> - Special Elections; related to sales & use taxes for transportation; Rep. Smith (18 <sup>th</sup> )	This legislation changes current law so that the 3rd Tuesday in March of even-numbered years is an authorized date to present a question to voters for Regional TSPLOST, Single County TSPLOST, and Transit SPLOST.	Signed by Governor; Act 310 (effective 2/15/2022)
<a href="#">HB 934</a> Sales and use tax; special district mass transportation; local government; Rep. Leverett (33 <sup>rd</sup> )	This bill is an ACCG legislative priority that amends the GA Code to allow a Single County Transportation Special Purpose Local Option Sales Tax (TSPLOST) to be collected for the full amount of time (five years), as opposed to terminating once the estimated amount is collected. In order to collect for the maximum amount of time, an intergovernmental agreement (IGA) would have to be in place between the county and cities, and all proceeds would be spent according to the IGA - on transportation purposes. NOTE: This bill is not retroactive but will apply to TSPLOST referendums once enacted.	House Second Readers: Ways & Means

# Public Works

Bill Caption/Author	Bill Description	Status
<a href="#">SB 438</a> - Contracts; certain provisions relating to retainage of progress payments; Sen. Tippins (37 <sup>th</sup> )	Senate Bill 438 alters the maximum percentage local governments can retain for progress payments in relation to public works construction projects.	Senate Adopted; House First Readers; Judiciary



# Revenue and Taxation

<a href="#">HB 1094</a> - Revenue and taxation; notices of current assessment; revise language required; Rep. Leverett (33 <sup>rd</sup> )	This bill eliminates the estimated tax amount on the annual assessment notice.	House Second Readers; Ways and Means
<a href="#">HB 1280</a>   Tax Commissioners: Provide for Collection Contracting Requirements and Compensation; Rep. Lim (99 <sup>th</sup> )	This bill establishes a 3-way collection contract between municipalities, counties and tax commissioners regarding the annual collection of property taxes and fees. This bill also provides for the tax commissioner's compensation requirements to be included in the contract with a municipality or county, and caps their pay at 50% of their base salary.	House Second Readers; Ways and Means

# Business, Consumers & Taxation

Bill Caption/Author	Bill Description	Status
<a href="#">SB 331</a> - "Protecting Georgia Businesses and Workers Act"; Sen. Albers (56 <sup>th</sup> )	Bill prohibits local governments from regulating the hours or scheduling that an employer is required to provide employees or otherwise regulate employee output during work hours, with the exception of regulating business operating hours.	Second Adopted by Substitute
<a href="#">SB 332</a> - "Inform Consumers Act"; Sen. Albers (56 <sup>th</sup> )	Bill regulates third-party, high-volume sellers operating on online platforms requiring certain business or tax identification, financial and related registration information within 10 days of beginning operations. Failure to comply will cause suspension on online marketplace platform. Marketplace must provide for electronic or telephonic consumer reporting of suspected suspicious activity. Effective: January 2023.	Senate Adopted; House Second Readers; Judiciary

# Study Committee: Consolidate Governments

Bill Caption/Author	Bill Description	Status
<a href="#">HR 630</a> - Joint Study Committee for Consolidation of County Governments and School Systems; Rep. Taylor, (173 <sup>rd</sup> )	This resolution establishes a joint House/Senate study committee to review county and school system consolidation, including possible incentives and economies of scale that may come with consolidation. The study committee would consist of 10 members, including three House members, three Senators, one member appointed by GMA, one member appointed by ACCG, and three members appointed by the Constitutional Officers Association of Georgia. The committee would be abolished on December 1, 2022. All findings and recommendations must be filed by that date.	Governmental Affairs; House Committee Favorably Reported By Substitute

## Upcoming Events

- March 9: ACCG Legislative Breakfast
- SAVE THE DATE: April 28-May 1:  
ACCG Annual Conference







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0161

**Meeting Date:** 3/2/2022

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### Department

External Affairs

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

Presentation of 2022 Federal Legislative Update.

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

Pursuant to Fulton County Code Sec. 1-117, the Board of Commissioners has exclusive jurisdiction and control over the affairs of the County, including the exercise such other 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 *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

### Scope of Work:

### Community Impact:

**Department Recommendation:** Recommend Approval

### Project Implications:

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**Agenda Item No.:** 22-0161

**Meeting Date:** 3/2/2022

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**Community Issues/Concerns:**

**Department Issues/Concerns:** Click or tap here to enter text.



# **Fulton County Government: 2022 Federal Intergovernmental Affairs**

**Board of Commissioners Meeting – March 2, 2022**

**McGUIREWOODS  
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Public Affairs Solutions

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# McGuireWoods Consulting Team Leads



Scott G. Binkley is a vice president on McGuireWoods Consulting's national multistate strategies team and focuses on the design and implementation of multistate and federal public affairs strategy. Scott draws upon his experience working with Republican state and local elected officials across the country including as the former Executive Director of the Republican Lieutenant Governors Association . He is native of Fulton County.



Clayton T. Cox is a vice president on McGuireWoods Consulting's federal public affairs team, based in Washington, DC. With over a decade of experience at the highest levels of Democratic politics, he provides an incomparable set of contacts and perspectives to clients. Clayton most recently oversaw the fundraising for the Democratic National Committee during its most successful four-year cycle ever. He is a native of Cobb County.

# Two Parallel & Collaborative Initial Tracts

- **Track I: Full Court Press - Federal Engagement**
  - All Fulton Congressional Delegation Members
  - Both Georgia Senators
  - Key Federal Agencies
  - White House
    - Intergovernmental Affairs
    - Infrastructure Czar
    - Supply Chain Czar
  - National Association of Counties (NACO)
- **Track II: Added Capacity to Time Sensitive Needs**
  - ERAP Funding
  - EDA Support Letters
  - NTIA Broadband Funding Outreach

# Major Federal Priorities

- **Priority Project Areas**
  - Fulton County Airport
  - Justice Programs and Facility Modernization
  - Transit – Bus Rapid Transit Expansion
  - Behavioral Health and Mental Health Crisis Facility
- **Navigating Federal Agencies & Leveraging Congressional Support**
- **Funding Master List**

## Reporting and Feedback Plan:

- Bi-Weekly Calls with External Affairs Team
- Monthly Reports Circulated to Leadership Team
- Quarterly Updates at Board Meetings
- Always available

## Questions/ Comments?





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0162

**Meeting Date:** 3/2/2022

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

Discussion: Veterans CSP Framework and Staffing Needs **(Arrington)**





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0163

**Meeting Date:** 3/2/2022

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

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