

FULTON COUNTY BOARD OF COMMISSIONERS

RECESS MEETING

February 17, 2021

10:00 AM



Fulton County Government Center

TELECONFERENCE

141 Pryor Street SW

Atlanta, Georgia 30303



A G E N D A

CALL TO ORDER: Chairman Robert L. Pitts

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

Robert L. Pitts, Chairman (At-Large)

Liz Hausmann, Commissioner (District 1)

Bob Ellis, Commissioner (District 2)

Lee Morris, Commissioner (District 3)

Natalie Hall, Vice Chair (District 4)

Marvin S. Arrington, Jr., Commissioner (District 5)

Khadijah Abdur-Rahman, Commissioner (District 6)

INVOCATION: Reverend Clifton Dawkins, Jr., County Chaplain

PLEDGE OF ALLEGIANCE: Recite in unison

ANNOUNCEMENTS

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

EVERY LOBBYIST, AS DEFINED IN SECTION 2-67 OF THE FULTON COUNTY CODE OF LAWS, WHO IS REQUIRED BY THE LAWS OF THE STATE OF GEORGIA TO BE REGISTERED WITH THE STATE MUST ALSO REGISTER WITH FULTON COUNTY FOR REGISTRATION INFORMATION, PLEASE CALL (404) 612-8200 OR GO TO THIS WEB ADDRESS: http://fultoncountyga.gov/images/stories/Lobbyist_Instructions.pdf

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

CONSENT AGENDA**21-0113 Board of Commissioners**

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

21-0114 Board of Commissioners

Proclamations for Spreading on the Minutes

Commissioners' District Board Appointments**21-0115 Board of Commissioners**

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

Term = 4 years

Term below expires: 12/31/2023

Dr. Pickens Patterson (Resigned) (**Arrington**)

Commissioner Arrington has nominated Alicia Ivey to replace Dr. Pickens Patterson for a District appointment to an unexpired term ending December 31, 2023.

**Development Authority of Fulton County
TEFRA (Tax Equity Fiscal Responsibility Act)****21-0116 Board of Commissioners**

Execution by Chairman Robert L. Pitts of a TEFRA (Tax Equity Fiscal Responsibility Act) for documentation pertaining to the proposed issuance of its Development Authority of Fulton County Revenue Bond (TUFF CAUB LLC Project) Series 2021, in an amount not to exceed \$10,000,000.00 (the "Series 2021 Bond").

21-0117 Board of Commissioners

Execution by Chairman Robert L. Pitts of a TEFRA (Tax Equity Fiscal Responsibility Act) for documentation pertaining to the proposed issuance of its Development Authority of Fulton County Revenue Bonds (Georgia Tech Facilities, Inc. Project) Series 2021, in an amount not to exceed \$22,000,000.00 (the "Bonds").

Open & Responsible Government**21-0118 Finance**

Request approval of a Pension Salary Resolution to give a Cost of Living Adjustment (COLA) to those Defined Benefit Plan retirees who participated in pension plans that did not provide for an automatic cost of living increase.

21-0119 Finance

Ratification of January 2021 Grants Activity Report

21-0120 Real Estate and Asset Management

Accept and file the Fulton County Capital Program Quarterly Update for the period October 1, 2020 - December 31, 2020.

21-0121 Real Estate and Asset Management

Request approval to utilize Cooperative Purchasing - Department of Real Estate and Asset Management, National Cooperative Contract #192163, a Master Agreement Contract for Maintenance, Repair, Operating (MRO) Supplies, Industrial Supplies and Related Products and Services, in the amount of \$25,000.00 with WW Grainger (Norcross, GA), to purchase mission critical parts including pumps, valves, hydraulic and pneumatic cylinders and drives, hand tools, power tools, equipment and related items in support of DREAM Building Construction and Facilities Maintenance Divisions and other Countywide Departments. Effective dates: from January 1, 2021, through December 31, 2021.

21-0122 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 164 square feet to Fulton County, a political subdivision of the State of Georgia, from Boat Rock Evergreen, LLC for the purpose of constructing the Fulton Industrial Blvd C-Store Project at 0 Fulton Industrial Blvd, South Fulton, Georgia 30336.

Health and Human Services**21-0123 Community Development**

Request approval to enter into a Memorandum of Agreement ("MOA") between Fulton County, as the GA 502 Fulton County Continuum of Care ("CoC") Collaborative Applicant, and the Georgia Department of Community Affairs on behalf of the Georgia Housing and Finance Authority ("GHFA") regarding the implementation of a statewide Department of the U.S. Housing and Urban Development ("HUD") Homeless Management Information System ("HMIS"). Grant funding of \$76,484.00 and a Fulton County match of \$76,484.00 will support the use and the management of HMIS and related activities. The approval of this agenda item will also authorize the Chairman to execute any future documents related to this grant and Agenda Item. The County Attorney is authorized to make modifications to the MOA and related document as to form prior to execution. The term is December 1, 2020 through November 30, 2021.

Justice and Safety**21-0124 Medical Examiner**

Request approval to enter into a contract with Georgia Department of Public Health. (DPH). Said agency is seeking to fund an interoperability project between the Medical Examiner's Case Management System and Georgia's Electronic Death Registration System to streamline the data entry process for vital records. The Medical Examiner's office will facilitate the project between VertiQ Software, LLC. and DPH. Effective dates: February 1, 2021 through December 31, 2021.

RECESS MEETING AGENDA**21-0125 Board of Commissioners**

Adoption of the Recess Meeting Agenda.

21-0126 Clerk to the Commission

Ratification of Minutes.

Recess Meeting Minutes, January 20, 2021

Regular Meeting Post Agenda Minutes, February 3, 2021

Special Called Meeting Post Agenda Minutes, February 5 , 2021

21-0127 Board of Commissioners

Presentation of Proclamations and Certificates

PUBLIC HEARINGS**21-0128 Board of Commissioners**

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

Speakers will be granted up to two minutes each. Members of the public will not be allowed to yield or donate time to other speakers. The Public

Comment portion of the meeting will not exceed 30 minutes at the Regular Meeting, nor will this portion exceed thirty minutes at the Recess Meeting.

Those who could not speak during Public Comment will be allowed to speak first at a subsequent Board meeting. For more information or to arrange a speaking date, contact the Clerk's Office.

COUNTY MANAGER'S ITEMS**Open & Responsible Government****21-0129 County Manager**

Presentation of COVID-19 Operational Response Update.

21-0130 Purchasing and Contract Compliance

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

21-0131 Purchasing and Contract Compliance

Request approval of a Resolution to extend emergency purchasing authority of the Chairman and County Manager for COVID-19 related purchases.

21-0097 Information Technology

Request approval to renew existing contracts - Fulton County Information Technology, Bid #19ITBC05212019K-DB, Computer Hardware Equipment Refresh in an amount not to exceed \$2,058,460.00 with (A) Dell Marketing, L.P. (Round Rock, TX) in the amount of \$1,758,460.00 and (B) CDW Government (Vernon Hills, IL) in the amount of \$300,000.00 for specialty computing devices to include iPads, IMacs, MS Surface Pros and supporting peripherals. This action exercises the first of two renewal options. One renewal option remains. Effective dates: Upon BOC approval through 12/31/2021. **(HELD ON 2/3/21)**

21-0132 Real Estate and Asset Management

Request approval to extend existing contracts - Department of Real Estate and Asset Management, 17ITB109620C-BKJ, Janitorial Services for Selected Fulton County Facilities (Groups C, D & G) in the total amount of \$148,043.00 with (A) Diversified Maintenance-RWS, LLC(Birmingham, AL) in the amount of \$111,110.00; and (B) A-Action Janitorial Service, Inc. (Lithonia, GA) in the amount of \$36,933.00 to continue to provide janitorial services for selected Fulton County facilities for two (2) additional months. Effective dates: March 1, 2021 through April 30, 2021.

21-0133 Real Estate and Asset Management

Request approval to extend existing contracts - Department of Real Estate and Asset Management, Bid#17ITB107780C-GS, Standby Emergency Repair and Restoration Services in the total amount of \$495,000.00 with: (A) Blackmon Mooring of Atlanta, LLC (Norcross, GA), in the amount of \$165,000.00; (B) CRM Services, LLC (Austell, GA), in the amount of \$165,000.00; and (C) Full Circle Restoration & Construction Services, Inc. (Duluth, GA), in the amount of \$165,000.00, to provide continued standby emergency repair and restoration services for Fulton County facilities for two (2) additional months. Effective dates: March 1, 2021 through April 30, 2021.

21-0134 Real Estate and Asset Management

Request approval of a recommended proposal - Department of Real Estate and Asset Management, Bid#20RFP041620K-CRB, Fulton County Judicial Center Complex DDC Conversion Project - Phase II in the amount of \$6,829,875.00 with Control Concept, LLC (Cumming, GA), to furnish and install a new Building Automation System (BAS) and 967 terminal units replacing the existing, aging pneumatic units and proprietary DDC controls in the Fulton County Judicial Center Complex located at 185 Central Avenue Atlanta, GA 30303. Effective upon issuance of Notice to Proceed for 730 calendar days or until contract completion as determined by the County. This is a one-time procurement.

21-0135 Real Estate and Asset Management

Request approval to increase spending authority - Department of Real Estate and Asset Management, RFP#18RFP113472C-BKJ, Landfill Post Closure Services with Atlantic Coast Consulting, Inc. (Roswell, GA) in the amount of \$224,840.00, to comply with a directive from the Georgia Department of Natural Resources (EPD) to implement an expansion of the Morgan Falls Landfill Gas system. Effective upon BOC approval.

21-0136 External Affairs

Request approval of a contract - Strategic Funding Group, Inc., RFP# 20RFP1212B-EC, External Grant Writing Services in the amount of \$100,000.00 with Strategic Funding Group, Inc., Atlanta, Georgia to provide grant writing services on an as-needed basis for the County not to exceed \$100,000.00. Effective upon issuance of the Notice to Proceed for one year with two one-year renewal options.

Health and Human Services

21-0137 Public Works

Request approval of lowest responsible bidder - Department of Public Works, 20ITB100620A-CJC, Small Water Meter Installation in the amount of \$300,000.00 with Wade Coots Company (Austell, GA), to provide small water meter installation. Effective upon execution of contract through December 31, 2021 with two renewal options.

21-0138 Public Works

Request approval of cooperative purchasing - Department of Public Works, Facilities Management Products and Solutions, Contract Number: R-BB-19002 in the amount of \$100,368.50 with Cintas Corporation (Decatur, GA), to provide safety boots (steel/composite toe). Effective upon execution of contract through December 31, 2021.

21-0139 Public Works

Request approval of an Intergovernmental Agreement (IGA) between Fulton County, Georgia and the City of Johns Creek, GA, for water main relocations associated with the roundabout and road widening improvements to Barnwell Road at Rivermont Parkway Roundabout in the City of Johns Creek, GA, in an estimated amount of \$250,000.00.

21-0140 Public Works

The Department of Public Works requests that the Board of Commissioners rescind the previously enacted Resolution #97-0754 - Sewerage Moratorium For the Little River Sewer Service Area because the Georgia Environmental Protection Division (EPD) has authorized Fulton County to treat 2.6 Million Gallons a Day (MGD) at the recently expanded Little River Water Reclamation Facility.

Infrastructure and Economic Development**21-0141 Public Works**

Request approval of a contract extension - Public Works, Atlanta Regional Commission Contract UP1728, Fulton County Transit Master Plan in an amount not to exceed \$50,000.00 with Kimley-Horn and Associates, Inc., (Atlanta, GA), to continue providing engineering and planning services associated with the update and execution of the Fulton County Transit Plan. Effective upon BOC approval.

COMMISSIONERS' ACTION ITEMS**21-0070 Board of Commissioners**

Request approval of a Resolution pursuant to O.C.G.A. s 15-16-20(a)(3) and amending Resolution No. 98-0166 to establish a new local salary supplement for the Fulton County Sheriff. **(Arrington)**
(MOTION TO APPROVE FAILED ON 1/20/21) (HELD ON 2/3/21)

21-0085 Board of Commissioners

FULTON-DEKALB HOSPITAL AUTHORITY D/B/A GRADY HEALTH SYSTEM
(MOTION TO APPROVE FAILED ON 2/3/21)

Term = 4 years

Term below expired: 12/31/2020

Sandra DeShields-Hightower **(Carn)**

Commissioner Abdur-Rahman has nominated Thomas Wesley Dortch, Jr. for a District appointment to a term ending December 31, 2024.

COUNTY MANAGER'S PRESENTATION AND DISCUSSION ITEMS**Open & Responsible Government****21-0142 External Affairs**

Update of 2021 Legislative Agenda

Health and Human Services**21-0143 Public Works**

Presentation and discussion of the South Fulton Wastewater Capacity Study.

COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS**21-0144 Board of Commissioners**

Discussion: Invest Atlanta January 21, 2021 Board Meeting Summary **(Morris)**

21-0145 Board of Commissioners

Discussion: Atlanta BeltLine, Inc. February 10, 2021 CEO Report **(Morris)**

21-0146 Board of Commissioners

Discussion: An Ordinance to amend Chapter 78, Article II of the Fulton County Code of Ordinances to create a new Section 78-41 restricting, addressing and prohibiting the offense of street racing; preserving safety and order; and for other purposes. **(Abdur-Rahman)**

EXECUTIVE SESSION**21-0147 Board of Commissioners**

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

ADJOURNMENT



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0118

Meeting Date: 2/17/2021

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

Request approval of a Pension Salary Resolution to give a Cost of Living Adjustment (COLA) to those Defined Benefit Plan retirees who participated in pension plans that did not provide for an automatic cost of living increase.

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

Cost of Living Adjustments for retirees without automatic COLA increases within the Pension Plans they participated in require Fulton County Board of Commissioners approval.

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

Open and Responsible Government

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 purpose of this resolution is to request a three percent (3%) Cost of Living Adjustment (COLA) increase effective April 1, 2021 to the pension benefits of eligible Defined Benefit Pension Plan retirees and beneficiaries, who are entitled to receive pension payments from the Fulton County General Employees' Pension Fund, the Fulton County Judges and Solicitors' General Retirement Fund, the Public Safety Fund and those whose pensions are payable directly from County funds who are not eligible to receive automatic COLA increases. The resolution calls for a monthly increase by the greater of THREE PERCENT (3%) or TEN DOLLARS (\$10.00). The 3% COLA that is being recommended is the same percentage that was received effective January 1, 2021, by those retirees and beneficiaries in the Fulton County Employees Retirement System 1982, 1991 and 1991 Enhanced Defined Benefit Plans, which provides an automatic 3% COLA increase if the Consumer Price Index is positive year-over-year.

Community Impact: The estimated cost of this request is \$224,904.52, and funding is available in FY2021 budget to pay for it.

Department Recommendation: The Finance Department recommends approval of the 3% COLA increase effective April 1, 2021, to those eligible retirees and beneficiaries.

Project Implications: None

Community Issues/Concerns: None

Department Issues/Concerns: None

1 **A RESOLUTION PROVIDING FOR AN INCREASE IN**
2 **PENSION BENEFITS**

3
4 **WHEREAS**, there are numerous employees of Fulton County who have retired on small
5 pensions, and who have the need for increased pension benefits.

6 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Fulton
7 County pursuant to the authority contained in the amendment to the Constitution of Georgia
8 appearing in Ga. Laws 1974, page 1809, as follows:

9 **SECTION I**

10 Effective April 1, 2021, the pension benefits of all retired individuals, including
11 beneficiaries, who are entitled to receive pension payments from the Fulton County General
12 Employees' Pension Fund, the Fulton County Judges and Solicitors' General Retirement Fund,
13 or the Public Safety Fund who are not eligible to receive cost of living increases, and also,
14 individuals whose pensions are payable directly from County funds, are hereby increased by the
15 greater of three percent (3%) or TEN DOLLARS (\$10.00) per month.

16 **SECTION II**

17 The minimum pension for all eligible retirees and beneficiaries under the Fulton County
18 General Employees' Pension Act, the Fulton County Judges and Solicitors' General Retirement
19 Fund, the Public Safety Fund, the 1982 and 1991 Laws, shall be increased by three percent (3%)
20 effective April 1, 2021. The minimum retiree monthly pension amount shall be increased to
21 FOUR HUNDRED EIGHTY SIX DOLLARS AND SIXTY ONE CENTS (\$486.61). The
22 minimum beneficiary monthly death benefit pension amount shall be increased to THREE
23 HUNDRED THIRTY DOLLARS AND SEVENTY NINE CENTS (\$330.79).

24
25 **SECTION III**

1 All funds necessary to pay the increased benefits authorized by this Resolution, shall be
2 paid from General Funds of Fulton County.

3 **SECTION IV**

4 This Resolution shall become effective on the 1st day of April, 2021.

5 **SPONSORED BY:**

6
7
8
9
10 _____
11 Robert L. Pitts, Chairman
12 Fulton County Board of Commissioners
13

14 **ATTEST:**

15
16
17
18 _____
19 Tonya Grier, Interim
20 Clerk to the Commission
21

22 **APPROVED AS TO FORM:**

23
24
25
26 _____
27 Kaye Burwell, Interim County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0119

Meeting Date: 2/17/2021

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

Ratification of January 2021 Grants Activity Report

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

Grants Policy A(10): All grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners' Regular or Recess meetings. The Board of Commissioners shall utilize the Grants Activity Report to ratify the submission of all grant applications and acceptance of all grant funding.

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

Open and Responsible Government

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

The Fulton County January 2021 Grants Activity Report (GAR) Exhibit 1: BOARD GRANTS RATIFICATION SUMMARY summarizes grants submitted/pending and awarded for the period January 1, 2021 through January 31, 2021. Fulton County departments report the following grants activity:

- Applications Submitted/Pending: 2 (\$410,000.00 + \$28,889.00 Cash Match)
- Applications Awarded: 8 (\$567,592.30 + \$39,672.38 Cash Match)

The following Strategic Priority Areas are Impacted by January 2021 grant applications:

- Justice and Safety
- Health and Human Services
- Open and Responsible Government

The Fulton County January 2021 Grants Activity Report (GAR) Exhibit 2: ALL GRANTS ACTIVITY summarizes cumulative grants activity through January 31, 2021. Fulton County departments report the following grants activity:

- Total Applications Submitted/Pending: 11 (\$31,760,371.52 + \$28,889.00 Cash Match)
- Total Applications Awarded: 8 (\$567,592.30 + \$39,672.38 Cash Match)
- Total Grant Applications Denied: 0

Scope of Work: Click or tap here to enter text.

Community Impact: Click or tap here to enter text.

Department Recommendation: Department recommends ratification of the January 2021 Grants Activity

Report (GAR).

Project Implications: Click or tap here to enter text.

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

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



FULTON COUNTY FY2021 GRANTS ACTIVITY REPORT January 2021

Presented to:
Fulton County Board of Commissioners
Wednesday, February 17, 2021
Recess Meeting

Provided by: Fulton County Finance Department, Grants Administration Division



Exhibit 1: Board Grants Ratification Summary

Grants Submitted and/or Awarded January 1, 2021 Through January 31, 2021

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

EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY

Fulton County FY2021 January Grants Activity Report

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

Grant Applications Submitted and/or Awarded January 1, 2021 Through January 31, 2021 Requiring BOC Ratification						
Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status
JUSTICE AND SAFETY						
District Attorney	Criminal Justice Coordinating Council	S.T.O.P. VAWA 2021	Request approval to apply and accept a repeat S.T.O.P. VAWA 2021 grant from the Criminal Justice Coordinating Council (CJCC) in the amount of \$166,266.00. The VAWA grant is funded from two CJCC grant sources: \$92,000 of VAWA funds and \$74,266 of VOCA funds. To prevent future deaths as a result of domestic violence, this grant will fund the salaries of two staff: (1) Safety Advocate Sr. Domestic Violence Trainer and (2) Safety Advocate (Mid). Working as a team, they will offer outreach and education bringing about greater awareness regarding the interrelated, interconnected, and dynamic issue of domestic violence. This grant is from January 1, 2021 to December 31, 2021, however, the VOCA portion must be spent prior to September 30, 2021. The cash match is waived. No County Cash Match.	\$ 166,266.00	\$ -	Awarded
District Attorney	Georgia Innocence Project	Upholding Rule of Law and Preventing Wrongful Convictions Program	Request approval to accept a new grant from the Georgia Innocence Project under the U.S. Department of Justice's Upholding Rule of Law and Preventing Wrongful Convictions Program in the amount of \$300,000. The grant allows GIP and the Office of the District Attorney Conviction Integrity Unit (CIU) to come together as lead applicant and sub-recipient. Since up to 30% of GIP cases are from the Fulton County District Attorney's Office, the grant will provide paralegal support to CIU to help standardize and streamline their operations. That, in turn, will reduce the workload and demands on GIP, while facilitating a cooperative and information-sharing relationship to more effectively and efficiently identify, correct, and prevent wrongful convictions in Georgia. This two year grant is from October 1, 2020 to September 30, 2022. There is not a required cash match for the award. With half of the grant funding, \$150,000, CIU will pay the salary and benefits of a paralegal \$70,103 each year. No County Cash Match.	\$ 300,000.00	\$ -	Awarded
Marshal	United States Marshals Service	Joint Law Enforcement Operations (JLEO)	Request approval of a repeat Memorandum of Understanding between the United States Marshals Service and Fulton County relating to the Fulton County Marshal's Department participation in the Regional Fugitive Task Force, retroactive to October 7, 2020 through September 30, 2021. The obligation allowance amount is \$19,100. The Marshal's Department is honored to be offered continuing participation in the Regional Fugitive Task force with the U.S. Marshals Service, it is the department's 13th annual request. The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active state and federal warrants for their arrest. The intent of the joint effort is to investigate and apprehend local, state and federal fugitives, thereby improving public safety and reducing violent crime. The U.S. Marshals Service reimburses Fulton County for overtime for our assigned investigator providing full time support to the task force. Reimbursement for travel expenses and training may be available. No County Cash Match.	\$ 19,100.00	\$ -	Awarded
Solicitor General	Georgia Dept. of Human Services	Child Support Services	Request approval to accept repeat funding from the Georgia Department of Human Services in the amount of \$29,918.12 to fund a part-time position of an attorney to handle Child Support cases, effective July 1, 2021 through June 30, 2022. The funding requires a county match of \$15,412.36. The total cost of the grant is \$45,330.48. Funding is available within the Department's FY2021 budget. County Cash Match: \$15,412.36	\$ 29,918.12	\$ 15,412.36	Awarded
Clerk of Superior and Magistrate Courts	Georgia Dept. of Human Services	Child Support Services	Request approval to accept repeat funding from the State of Georgia Department of Human Services to process child support petitions and administrative items relating to child support cases, in the amount of \$47,092.98. effective July 1, 2021 through June 30, 2022. The contract requires a \$24,260.02 match and the remaining amount will be provided via Federal funding. The total amount of the contract is \$71,353. Funding is available within the Department's FY2021 budget. County Cash Match: \$24,260.02	\$ 47,092.98	\$ 24,260.02	Awarded
Subtotal:				\$ 562,377.10	\$ 39,672.38	

EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY

Fulton County FY2021 January Grants Activity Report

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

Grant Applications Submitted and/or Awarded January 1, 2021 Through January 31, 2021 Requiring BOC Ratification						
Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status
HEALTH AND HUMAN SERVICES						
Behavioral Health	Georgia Dept. of Behavioral Health and Developmental Disabilities (DBHDD)	Georgia Recovery Project (GRP)	Request approval to accept a new grant award in an amount To Be Determined (TBD) from the State of Georgia, Department of Behavioral Health and Developmental Disabilities (DBHDD) for delivery of a Federal Emergency Management Agency (FEMA) Crisis Counseling Program (CCP) in the event of a presidentially declared disaster. Fulton DBHDD and its contractors, River Edge Behavioral Health and Chris 180, Inc., will assist with the implementation of the Georgia Recovery Project (GRP) and provide crisis counseling services in catchment areas related to an applicable disaster and date in accordance with the FEMA and SAMHSA Crisis Counseling Assistance and Training Program. The contract is effective from November 1, 2019 through October 31, 2023 unless terminated earlier under other provisions of the contract and with approval of the Board of Commissioners. The total approved award amount is TBD. No County Cash Match.	TBD	\$ -	Awarded
Community Development	ACCG Civic Affairs Foundation	Georgia County Internship Program	Request approval to accept a new grant award in the amount of \$2,607.60 from the Association County Commissioners of Georgia to fund an internship. The intern will be responsible for helping with the successful implementation of the Fulton County Youth Commission program. The intern will assist with: Recruiting new Youth Commissioners; Organizing and executing logistics associated with monthly planning/training meetings, events, conferences and service projects; Helping ensure the Youth Commission meets expectations and goals of the program; Composing emails, memos, correspondence ; and Marketing, planning, and coordination of the Youth Commission opening retreat and parent orientation. No County Cash Match.	\$ 2,607.60	\$ -	Awarded
HIV Elimination	U.S. Department of Health and Human Services - (HRSA)	Ryan White Program	Request approval to apply and accept a new Ryan White Part C grant from the Health Resources and Services Administration (HRSA) in the amount of \$150,000 with a start date of September 1, 2021 and an end date of August 31, 2022. Funds are being requested via HRSA-21-058 Ryan White HIV/AIDS Program Part C Capacity Development Program (CFDA 93.918) under the Infrastructure Development category for Telemedicine. These funds will support organizational development and will increase the capacity of organizations to respond to changes in the health care environment. The Department for HIV Elimination will partner with RDE Systems to modify the Department's e2Fulton system to facilitate telehealth service through a secure mobile application. The application will include text message medication reminders and positive text messages for consistent medication use, improved lab values, etc. The application can also be used to submit applications for services and submit information and documentation needed for eligibility determinations and recertification's. All data and documentation submitted via e2MyHealth will be entered into the client's record in e2Fulton. No County Cash Match.	\$ 150,000.00	\$ -	Pending

EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY

Fulton County FY2021 January Grants Activity Report

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

Grant Applications Submitted and/or Awarded January 1, 2021 Through January 31, 2021 Requiring BOC Ratification						
Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status
Senior Services	Corporation for National and Community Service	AmeriCorps Program	Request approval to apply and accept a new grant from the Corporation for National and Community Service in the amount of \$260,000 under the AmeriCorps Program. The purpose of this program is to engage adults over the age of 55 in the provision of companionship and support to Fulton County residents also over the age of 55 and in need of assistance to remain at home or in their communities for as long as possible. The Project will utilize AmeriCorps volunteers who will serve an average of 20 hours per week, with most of that time spent in clients' homes. Volunteers will provide activities and companionship to ease loneliness and social isolation, assist with transportation and light chores, help to serve as eyes and ears for professionals who can intervene in the case of medical or other deterioration, and give support as informal caregivers. Volunteers are expected to improve their own lives by staying active and civically engaged. The program focuses on the funding agency's "Healthy Futures" priority. The Department will provide \$28,889 in matching funds in the first year of the project through a combination of cash and in-kind match. Matching funds will be used to cover office space, supplies, and training for the Project Coordinator, as well as additional volunteer training, marketing costs, background checks, and recognition. Funding is available within the Department's FY2021 budget. County Cash Match: \$28,889.00	\$ 260,000.00	\$ 28,889.00	Pending
			Subtotal:	\$ 412,607.60	\$ 28,889.00	
ARTS AND LIBRARIES						
INFRASTRUCTURE AND ECONOMIC DEVELOPMENT						
OPEN AND RESPONSIBLE GOVERNMENT						
External Affairs	ACCG Civic Affairs Foundation	Georgia County Internship Program	Request approval to accept a new grant award in the amount of \$2,607.60 from the Association County Commissioners of Georgia to fund an internship. The intern will serve as a liaison to assist film companies in doing business with the County. The summer intern will work closely with the Director of Broadcast/Cable and Fulton Film to develop communications and marketing plans to enhance the County's economic impact and assist in producing infomercial about "Fulton Film". Interns will meet leaders in the film industry as well as work with current clients (e.g. Tyler Perry Studios, Disney, Bravo, Netflix, Marvel Studios, NFL Network, and Sony pictures) to learn about animation, screenwriting, cinematography, and pre and post production. The intern will receive on-the-job training, while coordinating events with current partners: American Youth Film Festival, American Black Film Festival, Set South, and LMGI (Location Managers Guild International). No County Cash Match.	\$ 2,607.60	\$ -	Awarded
			Subtotal:	\$2,607.60	\$ -	
REGIONAL LEADERSHIP						
			TOTAL:	\$ 977,592.30	\$ 68,561.38	



Exhibit 2: All Grants Activity

Cumulative Through January 31, 2021

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

EXHIBIT 2: ALL GRANTS ACTIVITY
CUMULATIVE & CURRENT PERIOD (AS OF January 31, 2021)

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

ALL GRANTS ACTIVITY						
^All Grants	Prior Period Grants	Prior Period Funds	Current Period Grants: 1/1/21-1/31/21	Current Period Funds: 1/1/21-1/31/21	Cumulative Total Grants	Cumulative Total Funds
Grants Pending^	9	\$ 31,350,371.52	2	\$ 410,000.00	11	\$ 31,760,371.52
Grants Awarded	0	\$ -	8	\$ 567,592.30	8	\$ 567,592.30
Grants Denied**	0	\$ -	-	\$ -	0	\$ -
Cash Match Requested-2020	-	\$ -	-	\$ 68,561.38	-	\$ 68,561.38
Total:	9	\$ 31,350,371.52	10	\$ 977,592.30	19	\$ 32,396,525.20

ALL GRANTS AWARDED, NEW VS. RENEWAL						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 1/1/21-1/31/21	Current Period Funds: 1/1/21-1/31/21	Cumulative Total Grants	Cumulative Total Funds
New Grant Awards	0	\$ -	3	\$ 305,215.20	3	\$ 305,215.20
Renewal/Repeat Grant Awards	0	\$ -	5	\$ 262,377.10	5	\$ 262,377.10
Total:	0	\$ -	8	\$ 567,592.30	8	\$ 567,592.30

ALL GRANTS AWARDED, COMPETITIVE VS. FORMULA						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 1/1/21-1/31/21	Current Period Funds: 1/1/21-1/31/21	Cumulative Total Grants	Cumulative Total Funds
Competitive Grant Awards	0	\$ -	4	\$ 471,481.20	4	\$ 471,481.20
Formula Grant Awards^^	0	\$ -	4	\$ 96,111.10	4	\$ 96,111.10
Total:	0	\$ -	8	\$ 567,592.30	8	\$ 567,592.30

^Includes 9 grants that were pending at the end of 2020 and carried forward for tracking in 2021.

^^Formula grant awards include noncompetitive grants and allocations.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0120

Meeting Date: 2/17/2021

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

Accept and file the Fulton County Capital Program Quarterly Update for the period October 1, 2020 - December 31, 2020

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

Report as requested by the Board of Commissioners

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

Open and Responsible Government

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: During the June 5, 2002 Board of Commissioners meeting (Item #02-0642), the Board requested a quarterly status report on large construction and/or professional services contracts. The program and construction management contracts are included by specific request of the Board.

The attached report is provided as part of the quarterly project report.

The following are the capital budget values established for each of the respective projects.

• DREAM Construction Projects	\$1,229,515.00
• FCURA (Urban Redevelopment Bond Fund) Phase I	\$90,000,000.00
• Libraries (Phase II)	\$47,367,000.00
• Public Works	\$374,107,354.00
• Wayfinding	\$3,089,937.00
Total	\$515,793,806.00

Community Impact: Countywide

Department Recommendation: Accept and file the Fulton County Capital Program Quarterly Update for the period of October 1, 2020 - December 31, 2020

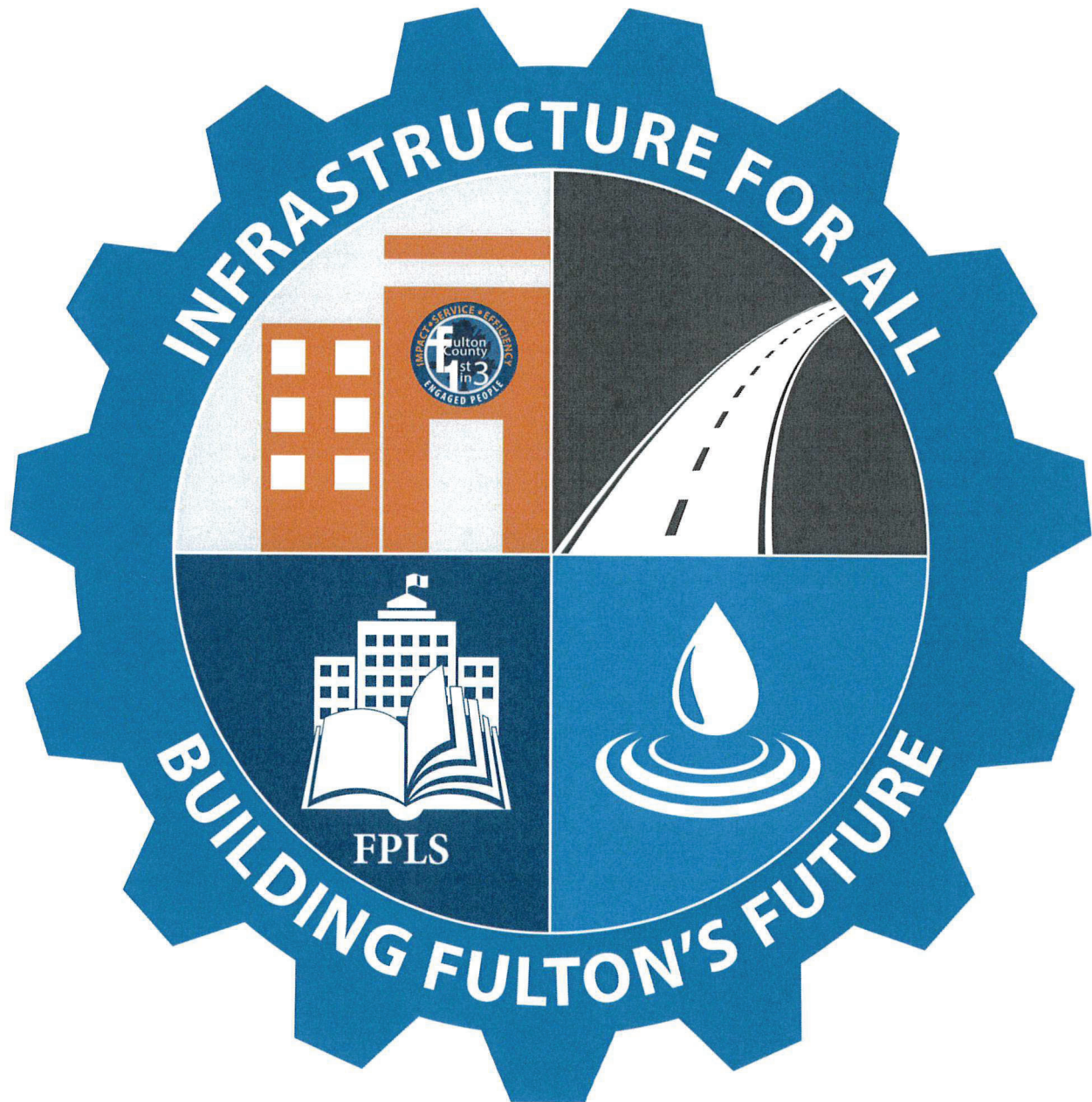
Project Implications: None

Community Issues/Concerns: None

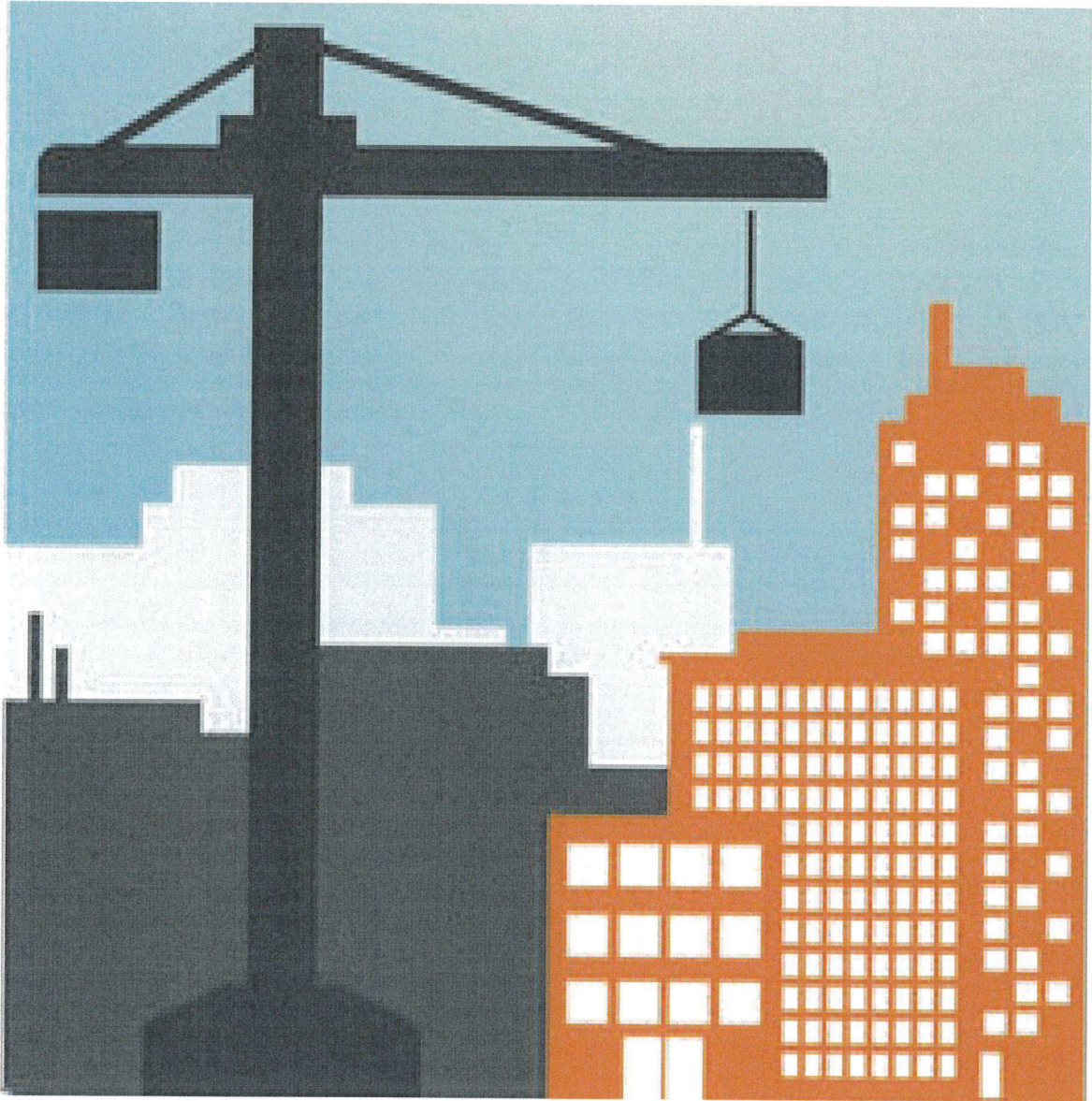
Department Issues/Concerns: None

History of BOC Agenda Item: During the June 5, 2002 Board of Commissioners meeting (Item #02-0642), the Board requested a quarterly status report on large construction and/or professional services contracts. The program and construction management contracts are included by specific request of the Board. The Capital Program Quarterly Update is submitted for informational purposes.

FULTON COUNTY INFRASTRUCTURE PROJECTS



DREAM CAPITAL CONSTRUCTION PROJECTS





Fulton County Project Status Report

18REN025-730 Cleveland Avenue Demolition

January 15, 2021 - Prepared by CRM

Page 1 of 1



Project Description:

Project is located at 730 Cleveland Ave. Atlanta, Georgia. The scope of work includes: Abate all hazmat materials as identified in Asbestos and Lead Base Paint assessment report. Demolish all building on site including removing all foundations and all existing utilities. Fill and grade entire property to include seed and straw. Property to be returned to a green space.

District: District 5 - Commissioner Marvin Arrington Jr.

County Services: Facilities

Project Delivery Type: Request for Proposal

Total Project Budget: \$279,711

Percentage Spent: 0.00%

Contract Date: 8/31/2020

Land Disturbance: Total Land Parcel 0.00 acres
Proposed disturbed Area 0.00 acres (approx.)

PM: Douglas Cummings

Architect/Engineer: CRM

Design Contract: \$0

Amendment: \$0

Total: \$0

Contractor: CRM

Construction Contract: \$279,711

Amendment: \$0

Total: \$279,711

Project Manager: Quincy Collins
CRM

Proposed Schedule: NTP Start Date: 8/31/2020
A/E Design Start Date: 11/2/2020
A/E Design Completion Date: 11/30/2020
Construction Start Date: 12/8/2020
Construction Substantial Completion Date: 1/8/2021

Project Status: Construction is substantially complete. Final inspection was done on 12/28/2020. Gas meter scheduled for removal on 1/8/2021.



Fulton County Project Status Report

18REN027-FC Jail Guard Locker Rms Renovation

Page 1 of 1

January 15, 2021 - Prepared by Brown and Root Industrial Services



Project Description:

"Refurbish Men's and Women's Guard Locker/Restrooms Including ensuring they are fully compliant with 2010 ADA Replace Ceiling Tile & Grid throughout both Locker rooms including replacing sheetrock ceiling in the Showers. Remove existing floor, wall and base tiles and replace with new. Paint Interior walls and doors in both Locker rooms. Furnish and install new Plumbing and Bathrooms fixtures including new solid surface countertops. Supply and Install new 372 Phenolic lockers and digital keypad locks in both Locker rooms. Furnish and install new LED lights and exit signs. Control Room Scope of Work include Interior Finishes, Work Station modification, Window replacement and Bathroom refurbishment. This proposal will be priced as an alternate."

District: District 4 - Commissioner Natalie Hall

County Services: Facilities

Project Delivery Type: Design Build

Total Project Budget: \$494,584

Percentage Spent: 0.00%

Contract Date: 6/16/2020

Land Disturbance:	Total Land Parcel	0.00 acres
	Proposed disturbed Area	0.00 acres (approx.)

PM: Freddie Robinson

Architect/Engineer: William Russel Johnson

Design Contract:	\$35,800
Amendment:	\$0
Total:	\$35,800

Contractor: Brown and Root Industrial Services

Construction Contract:	\$458,784
Amendment:	\$0
Total:	\$458,784

Project Manager: Curtis Johnson
Brown and Root Industrial Services

Proposed Schedule:	NTP Start Date:	6/16/2020
	A/E Design Start Date:	6/16/2020
	A/E Design Completion Date:	10/14/2020
	Construction Start Date:	10/28/2020
	Construction Substantial Completion Date:	3/30/2021

Project Status: Design Complete. Construction phase is currently underway and moving along as planned.



Fulton County Project Status Report

18REN031-QLS Senior Center

January 15, 2021 - Prepared by Fulton County - D.R.E.A.M.

Page 1 of 1



Project Description:

The Quality Living Services Building located at 4001 Danforth Road SW in Atlanta, Georgia consists of a detached single-story senior center building with a gross area of approximately 30,085 square feet. The building consists of a number of classrooms, activity rooms, offices and a large assembly hall. The renovation consist of refurbishing existing Public Restrooms including ensuring they are fully compliant with 2010 ADA. Also included, are replacing Auditorium floor with hardwood or Luxury Vinyl Tile (VCT); re-painting walls in Classrooms, Offices and Auditorium and replacing carpet in all common areas.

District: District 6 - Commissioner Khadijah Abdur-Rahman

County Services: Facilities

Project Delivery Type: Design Build

Total Project Budget: \$360,920

Percentage Spent: 0.00%

Contract Date: 3/12/2020

Land Disturbance:	Total Land Parcel	0.00 acres
	Proposed disturbed Area	0.00 acres (approx.)

PM: Freddie Robinson

Architect/Engineer: William Russel Johnson

Design Contract:	\$28,920
Amendment:	\$0
Total:	\$28,920

Contractor: Brown and Root Industrial Services

Construction Contract:	\$332,000
Amendment:	\$0
Total:	\$332,000

Project Manager: Freddie Robinson
Fulton County - D.R.E.A.M.

Proposed Schedule:	NTP Start Date:	3/12/2020
	A/E Design Start Date:	3/12/2020
	A/E Design Completion Date:	5/5/2020
	Construction Start Date:	
	Construction Substantial Completion Date:	

Project Status: The design documents are complete. Project is on hold awaiting the release of funds.

FCURA (URBAN REDEVELOPMENT BOND FUND) PHASE I





Fulton County Project Status Report

K003-Elevator Modernizations

December 14, 2020 - Prepared by Fulton County - DREAM

Page 1 of 1



Project Description:

The project is to modernize and upgrade a total of twenty seven (27) elevators in these Fulton County facilities: Government Center Complex, Justice Center Complex, Roswell Neighborhood Senior Center, North Fulton Service Center, South Fulton Service Center and College Park Regional Health Center.

District: District 4 - Commissioner Natalie Hall

County Services: Facilities

Project Delivery Type: Progressive Design Build

Total Project Budget: \$5,963,369

Percentage Spent: 68.00%

Contract Date: 2/7/2018

Land Disturbance: Total Land Parcel 0.00 acres
Proposed disturbed Area 0.00 acres (approx.)

PM: Heery/McAfee3, A Joint Venture

Architect/Engineer: Lerch Bates

Design Contract: \$107,498

Amendment: \$0

Total: \$107,498

Contractor: Mowrey Elevator Company, Inc.

Construction Contract: \$5,855,871

Amendment: \$0

Total: \$5,855,871

Project Manager: Bill Mason

Fulton County - DREAM

Proposed Schedule: NTP Start Date: 2/7/2018
A/E Design Start Date: 2/7/2018
A/E Design Completion Date: 4/27/2018
Construction Start Date: 4/30/2018
Construction Substantial Completion Date: 7/8/2022

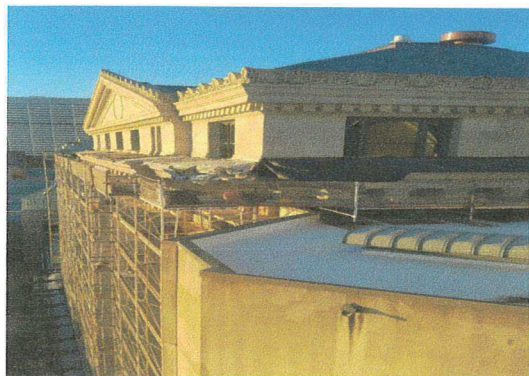
Project Status: Project 68% complete. Mod of JCT Judges and Inmate elevators will start in progress, as well as the Roswell Senior Center elevator. Final State inspection passed for JCT Freight #7 and scheduled for JCT Inmate #10.



Fulton County Project Status Report -K004 Courthouse Facade Restoration

Page 1 of 1

December 11, 2020 - Prepared by Fulton County - DREAM



Project Description:

The scope of work for this project is the restoration of the Exterior Façade Terra Cotta, metal railings, bronze handrails and re-pointing of the exterior stone. Which includes replacing the roof with the original slate green.

District: District 4 - Commissioner Natalie Hall

County Services: Facilities

Project Delivery Type: Progressive Design Build

Total Project Budget: \$19,083,875

Percentage Spent: 74.00%

Contract Date: 6/11/2019

Land Disturbance: Total Land Parcel 0.00 acres
Proposed disturbed Area 0.00 acres (approx.)

PM: Heery/McAfee3, A Joint Venture

Architect/Engineer: WJE

Design Contract: \$0

Amendment: \$0

Total: \$0

Contractor: Mark1

Construction Contract: \$19,083,875

Amendment: \$0

Total: \$19,083,875

Project Manager: Armond Borders
Fulton County - DREAM

Proposed Schedule: NTP Start Date: 6/13/2019
A/E Design Start Date: 6/13/2019
A/E Design Completion Date: 12/17/2019
Construction Start Date: 6/13/2019
Construction Substantial Completion Date: 12/31/2021

Project Status: Project is 74% complete. Roof work is 99% complete. Continue replacing terra cotta pieces. Beginning to install fall protection on the roof.



Fulton County Project Status Report

K005 Exterior Repairs Justice Center

December 14, 2020 - Prepared by Fulton County - DREAM

Page 1 of 1



Project Description:

The Scope of work shall consists of replace all exterior building sealants, cleaning and preparing the surface of the concrete walls, stair structures for the application of a mineral based coating system. Removing and replacing any failed gaskets. Wet sealing all curtain wall glazing units. Painting the exterior metal doors and frames. Installing a parapet cap at the top of the cast-in-place concrete panels. Certifying the roof davits & anchors.

District: District 4 - Commissioner Natalie Hall

County Services: Facilities

Project Delivery Type: Progressive Design Build

Total Project Budget: \$1,594,798

Percentage Spent: 87.00%

Contract Date: 1/16/2020

Land Disturbance: Total Land Parcel 0.00 acres
Proposed disturbed Area 0.00 acres (approx.)

PM: Heery/McAfee3, A Joint Venture

Architect/Engineer: Wiley & Wilson, Inc.

Design Contract: \$76,600
Amendment: \$0
Total: \$76,600

Contractor:

Construction Contract: \$1,518,198
Amendment: \$0
Total: \$1,518,198

Project Manager: Armond Borders

Proposed Schedule: NTP Start Date: 12/23/2019
A/E Design Start Date: 4/25/2019
A/E Design Completion Date: 8/26/2019
Construction Start Date: 12/23/2019
Construction Substantial Completion Date: 1/29/2021

Project Status: Project is 87% complete. Currently wet-sealing Central Ave south end & MLK curtain wall. Moving over to stair towers next. Project to be completed towards end of January.



Fulton County Project Status Report

K006-Exteriors-Juvenile Justice Center

Page 1 of 1

December 14, 2020 - Prepared by Fulton County - DREAM



Project Description:

Repairs to the Exterior Façade of the Juvenile Justice Center will include the following: Replacing sealants, replacing curtain wall glazing, replace missing mullion covers, painting rusted doors and frames, replace control joint sealants, replace damaged bullnose cast stone pieces.

District: District 5 - Commissioner Marvin Arrington Jr.

County Services: Facilities

Project Delivery Type: Design Build

Total Project Budget: \$1,248,650

Percentage Spent: 70.00%

Contract Date: 12/31/2018

Land Disturbance: Total Land Parcel 0.00 acres
Proposed disturbed Area 0.00 acres (approx.)

PM: Heery/McAfee3, A Joint Venture

Architect/Engineer: Wiley & Wilson, Inc.

Design Contract:	\$64,220
Amendment:	\$0
Total:	\$64,220

Contractor: Brad Construction

Construction Contract:	\$1,184,430
Amendment:	\$114,256
Total:	\$1,298,686

Project Manager: Armond Borders
Fulton County - DREAM

Proposed Schedule:

NTP Start Date:	1/15/2020
A/E Design Start Date:	12/31/2018
A/E Design Completion Date:	4/19/2019
Construction Start Date:	1/15/2020
Construction Substantial Completion Date:	2/5/2021

Project Status: Project is 70% complete. Received Change Order. Working on East Elevation glass replacement which is 47% complete. Starting up scaffolding for South Elevation glass replacement.

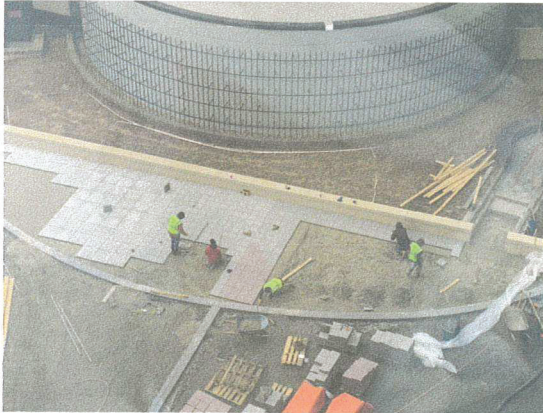


Fulton County Project Status Report

K007-Water Feature & Lighting-Gov Center

December 14, 2020 - Prepared by Fulton County - DREAM

Page 1 of 1



Project Description:

Conceptual Design Revisions including maintaining front Water Feature, Arc Edge, & Circular Seating making balance of space usable with Seating Turf and Landscaping. New Entry Plaza to be 100% ADA Accessible. Atrium Lighting replace all lights at the catwalk with RGB color changing lights.

District: District 4 - Commissioner Natalie Hall

County Services: Facilities

Project Delivery Type: Design Build

Total Project Budget: \$1,674,800

Percentage Spent: 65.00%

Contract Date: 2/17/2020

Land Disturbance: Total Land Parcel 0.00 acres
Proposed disturbed Area 0.00 acres (approx.)

PM: Heery/McAfee3, A Joint Venture

Architect/Engineer: HGOR

Design Contract: \$91,800

Amendment: \$0

Total: \$91,800

Contractor: JHC Corporation/Graybar

Construction Contract: \$1,583,000

Amendment: \$0

Total: \$0

Project Manager: Armond Borders
Fulton County - DREAM

Proposed Schedule: NTP Start Date: 5/26/2020
A/E Design Start Date: 12/19/2018
A/E Design Completion Date: 9/9/2019
Construction Start Date: 5/26/2020
Construction Substantial Completion Date: 1/6/2021

Project Status: Entry Plaza is 65% complete. All concrete poured. Working on pavers and water feature lights. Atrium lighting project underway, lights on order 4-5 week lead time. Shop drawings are approved.



Fulton County Project Status Report

K008-MEP Improvements-Justice Center

Page 1 of 1

December 14, 2020 - Prepared by Fulton County - DREAM



Project Description:

JC IAQ – Cleaning and encapsulating duct work and AHU's.
JC EF Units – Replace Exhaust Fans on the roof of the JCT and install new disconnects in the Central Plant. JC DX Units – Replace (7) DX Direct Expansion Units. JC AHU FCA – AHU assessment created. JC Switchgear – Assessment of switchgear equipment in the Central Plant. JC TRANE – Refurbish 3 Chillers and 9 AHU's. Integrate controls throughout the JCC.

District: District 4 - Commissioner Natalie Hall

County Services: Facilities

Project Delivery Type: Design Build

Total Project Budget: \$3,212,785

Percentage Spent: 86.00%

Contract Date: 2/21/2018

Land Disturbance: Total Land Parcel 0.00 acres
Proposed disturbed Area 0.00 acres (approx.)

PM: Heery/McAfee3, A Joint Venture

Architect/Engineer: S. L. King & Associates, Inc.

Design Contract: \$287,225

Amendment: \$0

Total: \$287,225

Contractor:

Construction Contract: \$2,925,560

Amendment: \$0

Total: \$2,925,560

Project Manager: Bill Mason

Fulton County - DREAM

Proposed Schedule: NTP Start Date: 2/21/2018
A/E Design Start Date: 4/30/2018
A/E Design Completion Date: 8/2/2018
Construction Start Date: 8/8/2018
Construction Substantial Completion Date: 7/31/2022

Project Status: Duct Clean Phase II- cleaning & encapsulation complete. TRANE- working on service agreements. BAS/PIU- Purchasing working on agreement. DX/EF- working on closeout docs. Purchasing working on AHU



Fulton County Project Status Report

K009-MEP Improvements-Government Center

December 15, 2020 - Prepared by Fulton County - DREAM

Page 1 of 1



Project Description:

Replacement of Air Handling Units. Replacement of Cooling Towers. Replacing Domestic Water Piping Phases I & II. Installing new Building Automation System. Installation/Replacement of new DX Units & Exhaust Fans.

District: District 4 - Commissioner Natalie Hall

County Services: Facilities

Project Delivery Type: Design Build

Total Project Budget: \$10,240,228

Percentage Spent: 54.47%

Contract Date: 6/6/2018

Land Disturbance:	Total Land Parcel	0.00 acres
	Proposed disturbed Area	0.00 acres (approx.)

PM: John Blount Heery/McAfee3, A Joint Venture

Architect/Engineer: Khafra Engineering Consultants, Inc.

Design Contract: \$498,434

Amendment: \$0

Total: \$498,434

Contractor:

Construction Contract: \$9,741,794

Amendment: \$0

Total: \$9,741,794

Project Manager: Bill Mason

Fulton County - DREAM

Proposed Schedule:	NTP Start Date:	6/6/2018
	A/E Design Start Date:	5/1/2018
	A/E Design Completion Date:	7/26/2018
	Construction Start Date:	6/6/2018
	Construction Substantial Completion Date:	7/31/2021

Project Status: DWP Phase II: Installed new PRV assembly in East Tower.
BAS PIU: Complete, commissioning ongoing. DX/EF fans in closeout.
AHU: placed 5 AHU's.

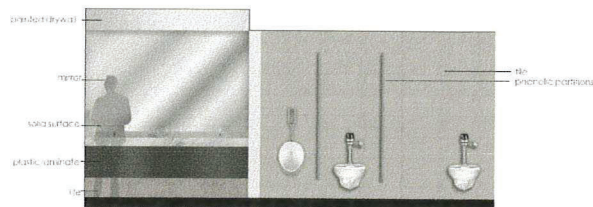


Fulton County Project Status Report

K011-ADA Mods & Comm Area Imp GCC/JCC

December 28, 2020 - Prepared by Fulton County - DREAM

Page 1 of 1



Project Description:

The project includes the modifications of the Public Restrooms and Common Areas for Government Center Complex. A/E will design these areas to meet the requirements of the 2010 Americans with Disabilities Act Standards for Accessible Design, the International Building Code, the Life Safety Code, and Plumbing Code, and any other applicable codes required for the upgrade. Modifications, renovations, and improvements of the Public Restrooms and Common Areas for Government Center Complex include, but not limited to fixtures, flooring, walls, ceilings and some areas of lighting. This complex has are sixty two (62) public restrooms and approximately 69,668 square feet of common areas.

District: District 4 - Commissioner Natalie Hall

County Services: Facilities

Project Delivery Type: Design Build

Total Project Budget: \$13,668,970

Percentage Spent: 79.00%

Contract Date: 2/26/2019

Land Disturbance: Total Land Parcel 0.00 acres
Proposed disturbed Area 0.00 acres (approx.)

PM: Heery/McAfee3, A Joint Venture

Architect/Engineer: Cooper Carry, Inc.

Design Contract: \$1,459,422
Amendment: \$255,953
Total: \$1,715,375

Contractor: HJ Russell

Construction Contract: \$1,405,379
Amendment: \$10,548,216
Total: \$11,953,595

Project Manager: Bill Mason

Fulton County - DREAM

Proposed Schedule: NTP Start Date: 12/14/2020
A/E Design Start Date: 2/15/2019
A/E Design Completion Date: 5/1/2020
Construction Start Date: 12/14/2020
Construction Substantial Completion Date: 12/14/2022

Project Status: Construction Phase 1 permitting for GCT approved and issuance in progress. H J Russell, CM@Risk demolition in progress; issuing submittals for approval by CC and buying out subcontractor pkgs. Both GCC & JCC are now combined into one project.

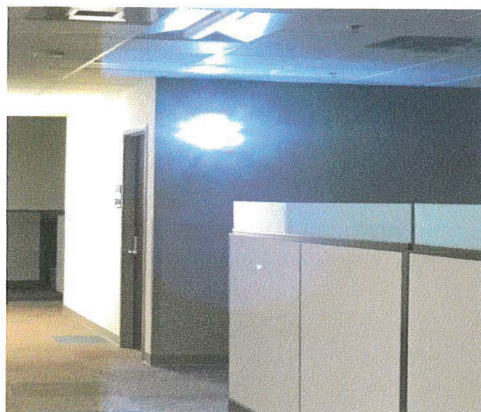


Fulton County Project Status Report

K013-Fire & Life Safety System-Gov Center

December 14, 2020 - Prepared by Fulton County - DREAM

Page 1 of 1



Project Description:

The FCGC fire alarm system does not comply with the current State mandated Fire Protection Codes & Ordinance adopted by the State of Georgia, Fulton County, and the City of Atlanta including ADA. The objective of the fire alarm modernization project is to provide a code compliant fire alarm system based on the current best practices for facility fire alarm system design.

District: District 4 - Commissioner Natalie Hall

County Services: Facilities

Project Delivery Type: Design Build

Total Project Budget: \$1,734,533

Percentage Spent: 98.00%

Contract Date: 12/19/2018

Land Disturbance: Total Land Parcel 0.00 acres
Proposed disturbed Area 0.00 acres (approx.)

PM: Heery/McAfee3, A Joint Venture

Architect/Engineer: S. L. King & Associates, Inc.

Design Contract: \$34,004

Amendment: \$0

Total: \$34,004

Contractor: AFA Protective Systems, Inc.

Construction Contract: \$1,700,529

Amendment: \$0

Total: \$1,700,529

Project Manager: Bill Mason
Fulton County - DREAM

Proposed Schedule: NTP Start Date: 12/19/2018
A/E Design Start Date: 11/12/2018
A/E Design Completion Date: 3/4/2019
Construction Start Date: 1/2/2019
Construction Substantial Completion Date: 12/18/2020

Project Status: 98% complete & close-out docs in progress. Installing Atrium Bldg beam detectors & generator relays. Completed install of main panels/sub panels & MidRise/PSB/Assembly/Low Rise/GCT install Third-party Commissioned. AHU & Fans commissioning in progress.

LIBRARY BOND PROGRAM





Fulton County Project Status Report

L011-Central Library

Page 1 of 1

January 04, 2021 - Prepared by Fulton County - DREAM



Project Description:

The Central is a 233,373 sf facility consisting of 10 floors. The renovations will include upgrading the building envelope and reworking the front plaza. The renovations will also include upgrading the Technology and MEP Systems. The interior will be re-programmed and upgraded. New windows and skylight opening will be created to introduce more natural light.

* - Architect and Engineer below is Moody Nolan (Not in system at time of entry).

District: District 4 - Commissioner Natalie Hall

County Services: Library

Project Delivery Type: Design Build

Total Project Budget: \$44,209,635

Percentage Spent: 0.00%

Contract Date:

Land Disturbance:	Total Land Parcel	0.00 acres
	Proposed disturbed Area	0.00 acres (approx.)

PM: Heery/Russell - Forrest White

Architect/Engineer: Cooper Carry, Inc.

Design Contract:	\$2,363,250
Amendment:	\$0
Total:	\$2,363,250

Contractor: Winter Construction

Construction Contract:	\$41,846,385
Amendment:	\$0
Total:	\$41,846,385

Project Manager: Alfred Collins
Fulton County - DREAM

Proposed Schedule:

NTP Start Date:	
A/E Design Start Date:	1/5/2019
A/E Design Completion Date:	1/6/2019
Construction Start Date:	12/7/2018
Construction Substantial Completion Date:	12/15/2020

Project Status: Construction complete. Project in warranty.

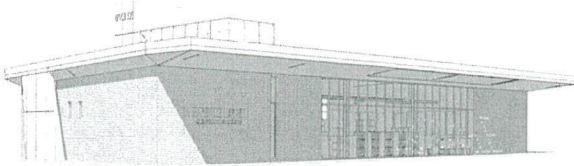


Fulton County Project Status Report

L036-Hapeville Library

January 14, 2021 - Prepared by Fulton County - DREAM

Page 1 of 1



Project Description:

The New Hapeville Library is a 5,960 sf facility. Fulton County Library System design plans provide for an up-to-date, comfortable, and safe building. The New Hapeville Library will provide a new facility with an updated interior layout along with new furniture, computers, shelving units, lighting and enhancements to technology.

District: District 6 - Commissioner Khadijah Abdur-Rahman

County Services: Library

Project Delivery Type: Design Build

Total Project Budget: \$3,157,365

Percentage Spent: 0.00%

Contract Date: 1/5/2018

Land Disturbance: Total Land Parcel 0.00 acres
Proposed disturbed Area 0.00 acres (approx.)

PM: Heery/Russell - Mario Floyd

Architect/Engineer: McMillan Pazdan Smith Architecture

Design Contract: \$351,180

Amendment: \$0

Total: \$351,180

Contractor: Albion Scaccia Enterprises

Construction Contract: \$2,806,185

Amendment: \$0

Total: \$2,806,185

Project Manager: Alfred Collins
Fulton County - DREAM

Proposed Schedule: NTP Start Date: 1/5/2018
A/E Design Start Date: 1/5/2018
A/E Design Completion Date: 3/27/2019
Construction Start Date: 10/15/2019
Construction Substantial Completion Date: 1/11/2021

Project Status: Construction.

PUBLIC WORKS CAPITAL CONSTRUCTION PROJECTS



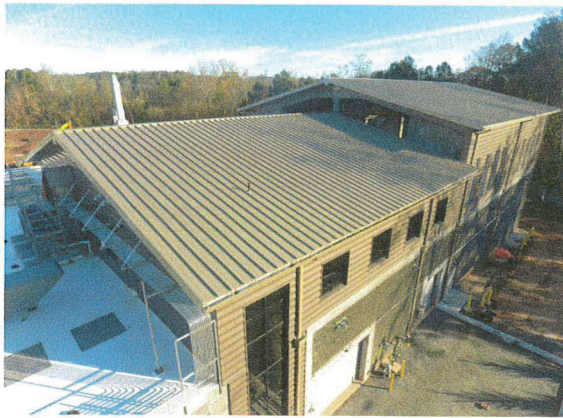


Fulton County Project Status Report

S124-Little River WRF Expansion

Page 1 of 1

December 31, 2020 - Prepared by Fulton County - Water Resources



Project Description:

The Little River Water Reclamation Facility was built in 1978 and is located at 2415 Cox Road, Woodstock, Georgia 30188. The plant serves the Mountain Park area and nearby communities in North Fulton and parts of Cherokee County. The plant property is located at the confluence of Rocky Creek and Little River adjacent to the Settindown Golf Course. The Project involves the removal and replacement of all outdated equipment with the latest innovative equipment in waste water treatment, the removal of all unused buildings and structures, the construction of a new facility to house all equipment and administration, the installation of a membrane filtration system, the installation of an odor control system and will increase the plant treatment capacity from 1 million gallons per day to 2.6 million gallons per day.

District: District 2 – Commissioner Bob Ellis

County Services: Sewer

Project Delivery Type: Invitation to Bid

Total Project Budget: \$39,700,047.00

Percentage Spent: 98%

Contract Date: 4/4/2017

Land Disturbance: Total Land Parcel

0.00 acres

Proposed Disturbed Area

0.00 acres (approx.)

PM: Fulton County Public Works – TECH SVCS

Architect/Engineer: Brown and Caldwell

Design Contract:

\$2,356,802.00

Amendment:

\$ 421,975.00

Total:

\$2,778,877.00

Contractor: Lane Construction Corporation

Construction Contract:

\$39,180,047.00

Amendment 1:

\$ 520,000.00

Total:

\$40,020.047

Project Manager: Cherise Smith

Fulton County - PW - TECH SVCS

Proposed Schedule: NTP Start Date:

4/28/2017

A/E Design Start Date:

3/12/2012

A/E Design Completion Date:

1/10/2021

Construction Start Date:

4/28/2017

Construction Substantial Completion Date:

12/18/2020

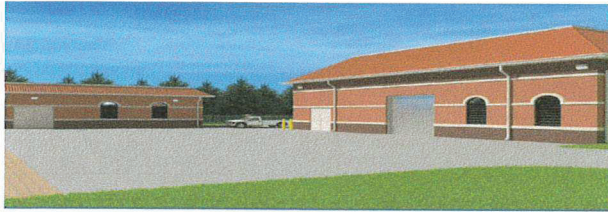
Project Status: All the construction of the new facility, installation of Odor Control System and the demolition of all unused buildings and structures are complete. Contractor is currently performing activities associated with final grading of the site and is scheduled to begin paving roadway week of 12/14/2020; weather permitting.



Fulton County Project Status Report S156-Fulton-Cobb Dvrsn Ln & PS D/B

Page 1 of 1

December 31, 2020 - Prepared by Fulton County - PW - TECH SVCS



FULTON COUNTY
REQUEST FOR PROPOSALS 17RFP108784K-JAJ
FULTON – COBB DIVERSION LINE AND PUMP
STATION TECHNICAL PROPOSAL

SUBMITTED BY:
John D. Stephens, Inc.
272 Hurricane Shoals Road NE
Lawrenceville, Georgia 30046
IN PARTNERSHIP WITH:
Freese and Nichols, Inc.
Crowder Construction Company

JOHN D. STEPHENS, INC.



Project Description:

Fulton County intends to expand the Big Creek WRF within 10 years to accommodate the increase wastewater treatment demand in the county. Until this expansion has been completed, Fulton County will divert wastewater flow from the Big Creek Basin to Cobb County for treatment. To accomplish this, roughly six miles of wastewater force main and a new pump station will be constructed on the south side of the existing Riverside Road Pump Station. The new pipeline will be connected to the existing 42-inch interceptor.

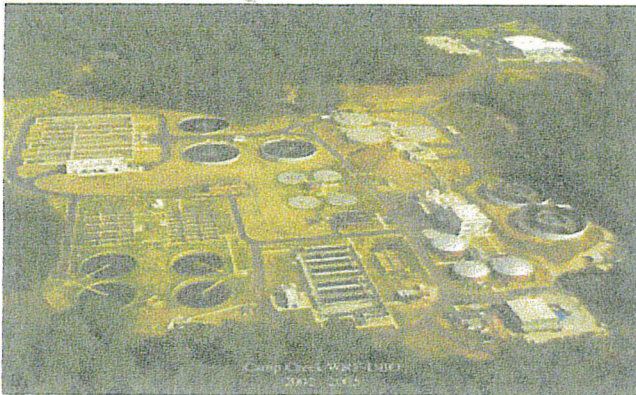
District:	District 2 – Commissioner Bob Ellis	
County Services:	Sewer	
Project Delivery Type:	Design Build	
Total Project Budget:	\$30,559,020.00	
Percentage Spent:	83.00%	
Contract Date:	8/08/2018	
Land Disturbance:	Total Land Parcel	0.00 acres
	Proposed Disturbed Area	0.00 acres (approx.)
PM:	John D. Stephens/Freese & Nichols/Crowder Construction, a Joint Venture	
Architect/Engineer:	John D Stephens, Inc.	
	Design Contract:	\$7,771,150
	Amendment:	\$1,029,100.00
	Total:	\$8,800,250.00
Contractor:	Crowder Construction Company	
	Construction Contract:	\$20,594,870
	Amendment:	\$1,163,900.00
	Total:	\$21,758,770.00
Project Manager:	Simeon Solomero	
	Fulton County - PW - TECH SVCS	
Proposed Schedule:	NTP Start Date:	08/20/2018
	A/E Design Start Date:	08/20/2018
	A/E Design Completion Date:	12/31/2018
	Construction Start Date:	01/01/2019
	Extended Construction Substantial Completion Date:	11/19/2020
	Time Extension:	90 CD
Project Status:	Design is approximately 100% complete. Acquiring permits & easements is completed. Construction is about 83% complete.	



Fulton County Project Status Report I052-Camp Creek WRF Improvements

Page 1 of 1

December 07, 2020 - Prepared by Fulton County - PW - TECH SVCS



Project Description:

Project I052 provides construction services for the 2018 CAMP CREEK WRF IMPROVEMENTS project. This project includes furnishing and installing clarifier equipment for and making concrete repairs to eight (8) existing clarifiers; renovating the primary sludge pump station; replacing flow control gates; consolidating power feeds and both remote/local controls to four (4) secondary clarifiers; and associated modifications, as described in the drawings and specifications. The work shall include all work, labor, tools and materials required for the complete installation, and all associated tasks including sludge removal.

District: District 6 - Commissioner Khadijah Abdur-Rahman

County Services: Sewer

Project Delivery Type: Invitation to Bid

Total Project Budget: \$4,230,000

Percentage Spent: 95.3%

Contract Date: 12/19/2018

Land Disturbance:	Total Land Parcel	29.27 acres
	Proposed disturbed Area	0.84 acres (approx.)

PM: Reeves Young, LLC

Architect/Engineer: Peoples & Quigley, Inc.

Design Contract:	\$0
Amendment:	\$0
Total:	\$0

Contractor: Reeves Young, LLC

Construction Contract:	\$4,230,000
Amendment:	\$0
Total:	\$4,230,000

Project Manager: Melvin Crittle

Fulton County - PW - TECH SVCS

Proposed Schedule:	NTP Start Date:	3/7/2019
	A/E Design Start Date:	
	A/E Design Completion Date:	
	Construction Start Date:	5/30/2019
	Construction Substantial Completion Date:	7/9/2020

Project Status: All items in original scope is completed to date. Currently working to complete items that were associated with additional scope within budget.



Fulton County Project Status Report

540 19SC117844K-DB-Big Creek Expansion Contract Management

Page 1 of 1

December 8, 2020 - Prepared by Fulton County - PW - TECH SVCS



Project Description:

Contract Management Services for the Big Creek Expansion from 24 MGD to 32 MGD, with an eventual capacity of 38 MGD in next phase. The design will allow for staged implementation of future capacity. Phase 2A; Includes demolition, rough grading, storm drainage, erosion control, landscaping, and utility line relocation.

District: District 2 – Commissioner Bob Ellis

County Services: Sewer

Project Delivery Type: Request for Proposal

Total Project Budget: \$7,568,880

Percentage Spent: 5.56%

Contract Date: 7/10/2019

Land Disturbance:	Total Land Parcel	37.2 acres
	Proposed disturbed Area	21.8 acres (approx.)

PM: Gresham Smith Partners

Architect/Engineer: Brown and Caldwell

Design Contract: 18,450,543.00

Amendment: 0.00

Total: 18,450,543.00

Contractor: Gresham Smith

Construction Contract: 7,568,880.00

Amendment: 0.00

Total: 7,568,880.00

Project Manager: Walter Rekuc

Fulton County - PW - TECH SVCS

Proposed Schedule:	NTP Start Date:	9/16/2019
	A/E Design Start Date:	8/16/2018
	A/E Design Completion Date:	11/16/2019
	Construction Start Date:	11/20/2019
	Construction Substantial Completion Date:	6/25/2024

Project Status: Performing Contract Management and inspection of the construction work. Evaluation of the proposed construction schedule and cost allocations. Coordinating photographic contractor to properly photograph different elements of the project. Review of all quality control reports and material testing reports. Reviewing and commenting on all design plans, product submissions, and design changes. Monitoring and approving progress reports and payment applications.



Fulton County Project Status Report

-Big Creek WRF Expansion

Page 1 of 1

December 31, 2020 - Prepared by Fulton County Dept of Public Works



Project Description:

Big Creek WRF Expansion from 24 MGD to 32 MGD, with an eventual capacity of 38 MGD in next phase. The design will allow for staged implementation of future capacity. Phase 2A; Includes demolition, rough grading, storm drainage, erosion control, landscaping, and utility line relocation.

District: District 2 – Commissioner Bob Ellis

County Services: Sewer

Project Delivery Type: Progressive Design Build

Total Project Budget: \$16, 932, 220.00

Percentage Spent: 95.60%

Contract Date: 10/4/2017

Land Disturbance:	Total Land Parcel	37.2 acres
	Proposed disturbed Area	21.8 acres (approx.)

PM: Gresham Smith Partners

Architect/Engineer: Brown and Caldwell

Design Contract: \$0.00

Amendment: \$0.00

Total: \$0.00

Contractor: Archer Western Construction, LLC

Construction Contract: \$16,932,220.00

Amendment: \$0.00

Total Spent to Date: \$16,103,805.93

Project Manager: Walter Rekuc

Fulton County Dept of Public Works

Proposed Schedule:	NTP Start Date:	11/16/2017
	A/E Design Start Date:	8/16/2018
	A/E Design Completion Date:	11/16/2019
	Construction Start Date:	11/20/2019
	Construction Substantial Completion Date:	9/30/2020

Project Status: This phase of the project is Substantially completed. The contractor is completing a short punch list and work on Owner/Contractor Contingency items. The Contingency items the Contractor has completed are a new 12-foot sound barrier, chain link fence along the northern portion of the facility, repairing all the perimeter chain link fences, 3 new street lights at entrance road, security cameras at both entrance gates, maintenance on a storm drainage ditch, placement of a new drop inlet, and remedying water infiltration issues at the laboratory building.



Fulton County Project Status Report -Big Creek WRF Expansion

December 31, 2020 - Prepared by Fulton County Dept of Public Works

Page 1 of 1



Project Description:

Big Creek WRF Expansion from 24 MGD to 32 MGD, with an eventual capacity of 38 MGD in next phase. The design will allow for staged implementation of future capacity. Phase 2B; Construction involving the expansion of the plant from 24 MGD to 32 MGD.

District: District 2 – Commissioner Bob Ellis

County Services: Sewer

Project Delivery Type: Progressive Design Build

Total Project Budget: \$274,768,712.00

Percentage Spent: 10.28%

Contract Date: 8/25/2020

Land Disturbance:	Total Land Parcel	37.2 acres
	Proposed disturbed Area	21.8 acres (approx.)

PM: Gresham Smith Partners

Architect/Engineer: Brown and Caldwell

Design Contract:

Amendment: 0.00

Total:

Contractor: Archer Western Construction, LLC

Construction Contract: \$274,768,712.00

Amendment: \$0.00

Total Spent To Date: \$28,253,758.02

Project Manager: Walter Rekuc

Fulton County Dept of Public Works

Proposed Schedule:	NTP Start Date:	08/25/2020
	A/E Design Start Date:	8/16/2018
	A/E Design Completion Date:	11/16/2019
	Construction Start Date:	08/25/2020
	Construction Substantial Completion Date:	6/25/2024

Project Status: Installing auger cast piles at the BNR (Biological Nutrient Removal) Basins, Headworks, and the Primary Clarifiers. Crews have installation under slab piping at the Dewatering Building. Rebar and concrete placements are being installed at the UV/ Post Aeration, Membrane area, and Flume area. Pipe encasement will continue at the UV area, and BNR Basins. Under slab piping installation is completed at the Dewatering Building and will continue at the UV area. The Contractor installed two tower cranes and moved in 10 additional trailers for the construction team.



Fulton County Project Status Report

-Big Creek WRF Expansion

Page 1 of 1

December 31, 2020 - Prepared by Fulton County Dept of Public Works



Project Description:

Photographic Project Documentation for Big Creek WRF Expansion Phase 2B from 24 MGD to 32 MGD, with an eventual capacity of 38 MGD in next phase. The design will allow for staged implementation of future capacity.

District: District 2 - Commissioner Bob Ellis

County Services: Sewer

Project Delivery Type: Progressive Design Build

Total Project Budget: \$ 348,475.00

Percentage Spent: 14.03%

Contract Date: 10/6/2020

Land Disturbance:	Total Land Parcel	37.2 acres
	Proposed disturbed Area	21.8 acres (approx.)

PM: Gresham Smith Partners

Contractor: Intrgrated Document Services, LLC (DBA Multivista Southeast)

Construction Contract: \$348,475.00

Amendment: \$0.00

Total Spent to Date: \$48,890.00

Project Manager: Walter Rekuc

Fulton County Dept of Public Works

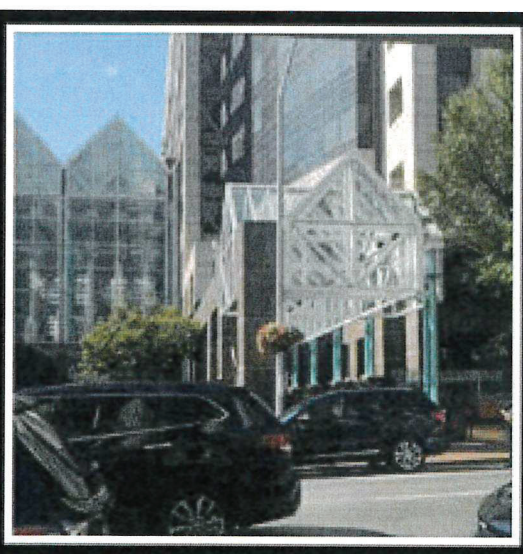
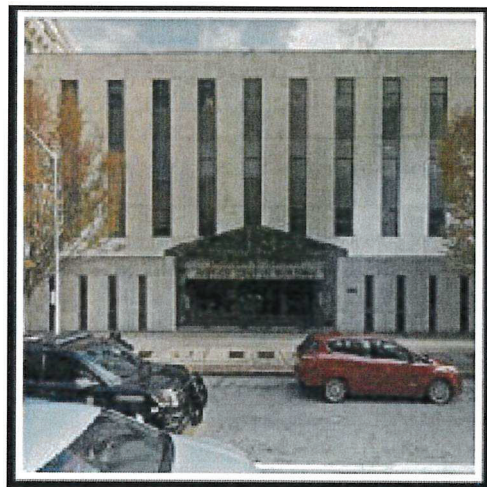
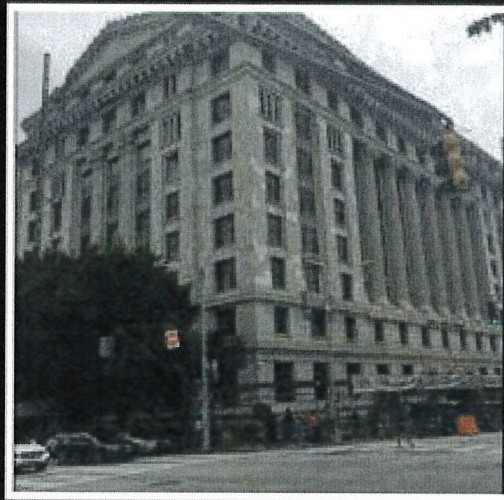
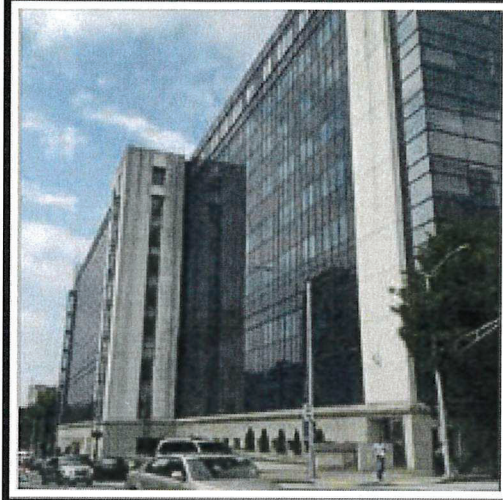
Proposed Schedule: NTP Start Date: 10/6/2020

Construction Start Date: 10/6/2020

Construction Substantial Completion Date: 6/25/2024

Project Status: Documenting construction weekly by taking photographs of the site, setting up a web camera on one of our tower cranes, web hosting, and taking site drone videos.

WAYFINDING DESIGN AND SIGNAGE CAPITAL PROJECT



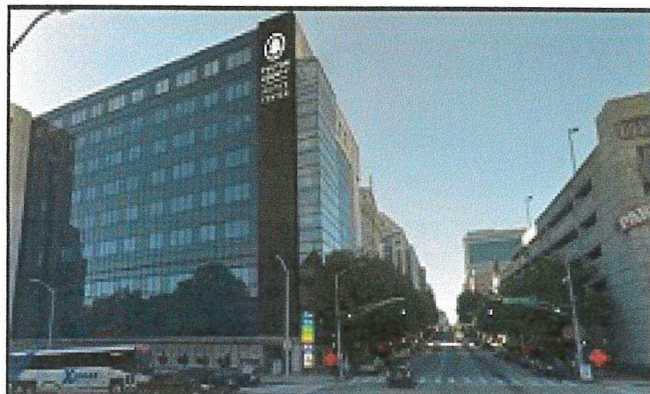


Fulton County Project Status Report

18RFP001-WayFinding Design & Construction Svc

December 16, 2020 - Prepared by Fulton County - DREAM

Page 1 of 1



Project Description:

The purpose of the Fulton County Justice Center Wayfinding and Signage Master Plan is to establish design principals and general guidelines for future integration of wayfinding/communication elements. The plan is a framework which will reinforce the Fulton County Justice Center brand identity and encourage its consistent use in order to create a "Sense of Place" apparent from the interior and perimeter. The framework also addressed key functional wayfinding and regulatory issues, such as fire/safety, Title VI Compliance and ADA accessibility.

District: District 4 - Commissioner Natalie Hall

County Services: Facilities

Project Delivery Type: Request for Proposal

Total Project Budget: \$3,089,937

Percentage Spent: 0.00%

Contract Date: 6/6/2018

Land Disturbance:	Total Land Parcel	0.00 acres
	Proposed disturbed Area	0.00 acres (approx.)

PM: Dennis King, Fulton County - DREAM

Architect/Engineer: Selbert Perkins Design

Design Contract:	\$489,937
Amendment:	\$0
Total:	\$489,937

Contractor: DeNyse Companies

Construction Contract:	\$2,600,000
Amendment:	\$0
Total:	\$2,600,000

Project Manager: Lloyd Nesbitt
Fulton County - DREAM

Proposed Schedule:	NTP Start Date:	7/30/2018
	A/E Design Start Date:	7/30/2018
	A/E Design Completion Date:	2/25/2019
	Construction Start Date:	10/8/2019
	Construction Substantial Completion Date:	7/1/2021

Project Status: As of 12/13/2020, the Juvenile Justice Center is 99% completely installed. The Joyner Bridge sign is installed. Currently, digital and static signage are being installed in the Justice Center Complex



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0121

Meeting Date: 2/17/2021

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

Request approval to utilize Cooperative Purchasing - Department of Real Estate and Asset Management, National Cooperative Contract #192163, a Master Agreement Contract for Maintenance, Repair, Operating (MRO) Supplies, Industrial Supplies and Related Products and Services, in the amount of \$25,000 with WW Grainger (Norcross, GA), to purchase mission critical parts including pumps, valves, hydraulic and pneumatic cylinders and drives, hand tools, power tools, equipment and related items in support of DREAM Building Construction and Facilities Maintenance Divisions and other Countywide Departments. Effective dates: from January 1, 2021, through December 31, 2021.

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

In accordance with Purchasing Code Section 102-455, requests for approval to utilize cooperative purchasing or GSA purchase contracts 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 *(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 supplier offers supplies including, but not limited to, items such as: pumps, valves, hydraulic and pneumatic cylinders and drives, hand tools, power tools, equipment and related items and other miscellaneous MRO supplies.

The key benefits of this contract include the following:

- A total of 29 key categories represented with a minimum discount of 5% off of Grainger Contract Reference Price (CRP)
 - Nationwide 3,600 item Core List of most frequently purchased items
 - KeepStock® - A Managed Inventory Solution
 - One-stop purchasing
 - Local stocking
 - On-hand inventory reduction
 - Broad assortment of supplies with same-day shipping*
 - 24/7 online ordering on grainger.com/omniapartnerspublic
 - Dedicated Grainger Government sales team
 - No minimum order limits
 - Same day order or next day AM pickup.
 - After-Hours Emergency Service - Call 1-800-CALL-WWG (1-800-225-5994) to open a branch anytime - even nights and weekends. (Free service under your Grainger/OMNIA Partners contract)

Community Impact: None of which the Department is aware.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval to utilize National Cooperative Contract in support of DREAM Building Construction and Facilities Maintenance Divisions and other Countywide Departments for fiscal year 2021.

This supply contract is needed to support our Building Construction and Facilities Maintenance Divisions, Materials Warehouse and other Countywide Departments that may have the need to purchase supply items and equipment such as pumps, valves, hydraulic and pneumatic cylinders and drives, hand tools, power tools, equipment and related items in support of the departments meeting their tasks.

Historical Expenditures:

- FY2020: The County has spent \$20,981
- FY2019: The County has spent \$48,249

Project Implications: This National Cooperative Contract offers the user departments the ability to purchase a variety of materials and supplies that are necessary to support the in-house staff in performing their tasks.

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

Department Issues/Concerns: If this National Cooperative Contract is not approved, the County Departments will not have the ability to purchase building, hardware, electrical and roofing materials and related items.

Contract Modification: This is a new procurement

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

Click or tap here to enter text.

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

Exhibit 1: National Cooperative Contract #192163

Exhibit 2: Contractor's Performance Report

Exhibit 3: Justification Form for Use of Cooperative Purchasing

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

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

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount: Click here to enter text.

Previous Adjustments: Click here to enter text.

This Request: \$ 25,000.00

TOTAL: \$ 25,000.00

Grant Information Summary

Amount Requested: Click here to enter text.

Match Required: Click here to enter text.

Start Date: Click here to enter text.

End Date: Click here to enter text.

Match Account \$: Click here to enter text.

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

Fiscal Impact / Funding Source

Funding Line 1:

100-TBD-TBD-1450: General, To Be Determine, Maintenance Supplies- \$25,000, "Each department

Agenda Item No.: 21-0121

Meeting Date: 2/17/2021

on an “as needed” basis per project as requested based on their approved budget and availability of funding adopted for FY 2021 by BOC”

Funding Line 2:

[Click here to enter text.](#)

Key Contract Terms	
Start Date: 1/1/2021	End Date: 12/31/2021
Cost Adjustment: Click here to enter text.	Renewal/Extension Terms: Click here to enter text.

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Choose an item.

Report Period Start:

Report Period End:

[Click here to enter a date.](#) [Click here to enter a date.](#)



The City of Tucson, Arizona has awarded Grainger a competitively solicited Maintenance, Repair and Operational Supplies contract (#192163) available through OMNIA Partners, Public Sector. Through this national cooperative contract, Grainger offers participants of OMNIA Partners a broad portfolio of products resulting in streamline, cost-effective solutions for MRO supplies, materials and accessories.

ABOUT OMNIA PARTNERS

OMNIA Partners, Public Sector is the nation's largest and most experienced cooperative purchasing organization dedicated to public sector procurement. Our immense purchasing power and world-class suppliers have produced a comprehensive portfolio of cooperative contracts and partnerships, making OMNIA Partners the most valued and trusted resource for organizations nationwide.

CONTRACT SERVICES AND BENEFITS

Maintenance, Repair and Operations MRO Contract #192163

Contract Term: July 1, 2019 through December 31, 2022

- A total of 29 key categories represented with a minimum discount of 5% off of Grainger Contract Reference Price (CRP)
- Nationwide 3,600 item Core List of most frequently purchased items
- KeepStock® – A Managed Inventory Solution
- One-stop purchasing
- Local stocking
- On-hand inventory reduction
- Broad assortment of supplies
- Same-day shipping*
- 24/7 online ordering on grainger.com/omniapartnerspublic
- Dedicated Grainger Government sales team
- No minimum order limits
- After-Hours Emergency Service – Call 1-800-CALL-WWG (1-800-225-5994) to open a branch anytime – even nights and weekends. (Free service under your Grainger/OMNIA Partners contract)

*In-stock orders placed directly with a branch or on Grainger.com® by 5pm local time Monday through Friday ship the same day within the Continental United States.

**Inbound shipping method is UPS. There is no charge for standard purchases. See contract for details.

VALUE ADDED SERVICES:

- Multiple Energy and Water Saving solutions
- Audit and Financial Analysis, Consulting Services
- Material, Contractor and Project Management
- Installation by Qualified, Insured and Licensed Service Partners
- Identification of Applicable Incentives and Rebates
- Disposal and Recycling
- Environmental Services
- Emergency Preparedness Services
- Inventory Solutions
- Energy, Lighting and Facility Services
- Small Business Program
- Green/Sustainability Programs
- Training and Education
- Safety Services and Technical Training
- Customer Support Services

OMNIA PARTNERS PARTICIPANT INCENTIVES*

Participants affiliated with the Grainger contract available through OMNIA Partners, Public Sector can earn various incentives based on growing contract utilization and/or e-Commerce spend. Eligible purchases are those purchases made directly with Grainger that exceed the direct member purchases made during the immediately preceding 12 month period (Jan 1 - Dec 31).

Annual Growth Incentives*

e-Commerce Incentives*

Direct Sales Administrative Fee*

*Minimum Qualifications May Apply.
Contact your representative for requirements

Valid as of 7/1/2019

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT
GOODS AND COMMODITIES SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
10/1/2020	12/31/2020	3/17/2020	12/31/2020
PO Number			PO Date
20C124671C			3/17/2020
Department	REAL ESTATE AND ASSET MANAGEMENT		
Bid Number	CONTRACT (#192163)		
Service Commodity	PPE AND MRO SUPPLIES		
Contractor	W.W GRAINGER		

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

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

Comments:

☐ 0

☐ 1

☐ 2

☐ 3

☒ 4

All products provided meet specifications provided to vendor.

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

Comments:

☐ 0

☐ 1

☐ 2

☐ 3

☒ 4

All deliveries was made within 24 hours of the order being placed.

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

Comments:

☐ 0

☐ 1

☐ 2

☐ 3

☒ 4 This vendor has responded to all requirements of this section in a very timely manner.

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

☐ 0
☐ 1
☐ 2
☐ 3
☒ 4


Comments:
 The products ordered meet the expectations of the end users and they are pleased with the quality of the items.

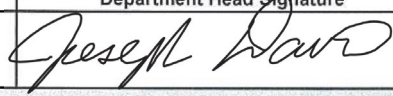
Contractors Key Personnel (-Credentials/Experience Appropriate - Effective Supervision/Management - Available as Needed)

☐ 0
☐ 1
☐ 2
☐ 3
☒ 4

Comments:
 Vendor's personnel's highly knowledgeable of the products they provide and customer service oriented.

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: 	
---	---	--

Department Head Name	Department Head Signature	Date
		1/13/2021

COOPERATIVE PURCHASING/STATEWIDE/GSA

USE JUSTIFICATION FORM

Department Name: Department of Real Estate and Asset Management

Contract # and Title: National Cooperative MRO Contract # #192163

Date: January 15, 2021

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

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

- Contract competitively solicited by National agency
- Best supplier overall government pricing
- Contract provides services from one source
- Broad range of services program for wide users
- Can use discount program by paying earlier; within 10 days, 7 days, and 5 days
- Oversight by key public purchasing professionals

2. Attach a copy of the cooperative purchasing/statewide/GSA contract document or the contract information.

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

- X leveraging benefits of volume purchasing
- X volume discounts
- X service delivery requirement advantages
- X reduction of cycle times
- X enhanced service specification

Additional information:

Prior to making the decision to utilize a cooperative purchasing, statewide or GSA contract, the Purchasing Director is responsible for conducting the following due diligence:

The Purchasing Representative must complete the following information:

1. Reviewed the justification for use from the User Department and determined the use of the cooperative purchasing/statewide/GSA contract is justified.
☒ Yes ☐ No
2. Obtained a copy of the cooperative purchasing/ statewide contract and other related documents (i.e., solicitation document, award letter, etc.) and determined that the contract is current (not expired). ☒ Yes ☐ No
3. Reviewed the cost analysis provided by the User Department and determined the following:
 - ☒ leveraging benefits of volume purchasing
 - ☒ volume discounts
 - ☒ service delivery requirement advantages
 - ☒ reduction of cycle times
 - ☒ enhanced service specification
4. Are the need(s) of the User Department met/achieved with the cooperative purchasing/statewide/GSA contract? ☒ Yes ☐ No
5. Is the entity is authorized to conduct/transact business in the State of Georgia?
☐ Yes ☐ No
6. If applicable, is the entity in compliance with the Georgia Security and Immigration Act (E-Verify)? ☐ Yes ☐ No

7. When applicable, if the contract is for services or professional services is the entity capable of providing Certificate of Insurance? ☐ Yes ☐ No



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0122

Meeting Date: 2/17/2021

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

Request approval of a Sewer Easement Dedication of 164 square feet to Fulton County, a political subdivision of the State of Georgia, from Boat Rock Evergreen, LLC for the purpose of constructing the Fulton Industrial Blvd C-Store Project at 0 Fulton Industrial Blvd, South Fulton, Georgia 30336.

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

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

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

Open and Responsible Government

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

Scope of Work: The proposed Retail Center at Campbellton Road Project, a retail development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system prior to the issuance of a Land Disturbance Permit. The easement area to be conveyed to the County consists of 164 square feet and is located in Land Lot 115 of the 14F District of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

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

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

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

Project Name : Fulton Industrial Blvd C-Store
Tax Parcel Identification No.: 14F 005-LL-018-0
Land Disturbance Permit No.: 20S-002WR
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

SEWER EASEMENT (Corporate Form)

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this **14th day of December, 2020**, between **Boat Rock Evergreen, LLC**, a corporation duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to **FULTON COUNTY** and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 115, __-__ Section (if applicable) of District 14F, Fulton County, Georgia, and more particularly described as follows: To wit:

Fulton Industrial Blvd C-Store

Project Name

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

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

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

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

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

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

Signed, sealed and delivered this
day of November, 24th 2020
in the presence of:

Khemilwa
Witness

[Signature]
Notary Public

[NOTARIAL SEAL]



Jocelyn Sciranko
NOTARY PUBLIC
Cobb County, Georgia
My Commission Expires
April 11, 2024

GRANTOR:

BOAT Rock Green, LLC
CORPORATE NAME

By:

Print Name:

Title:

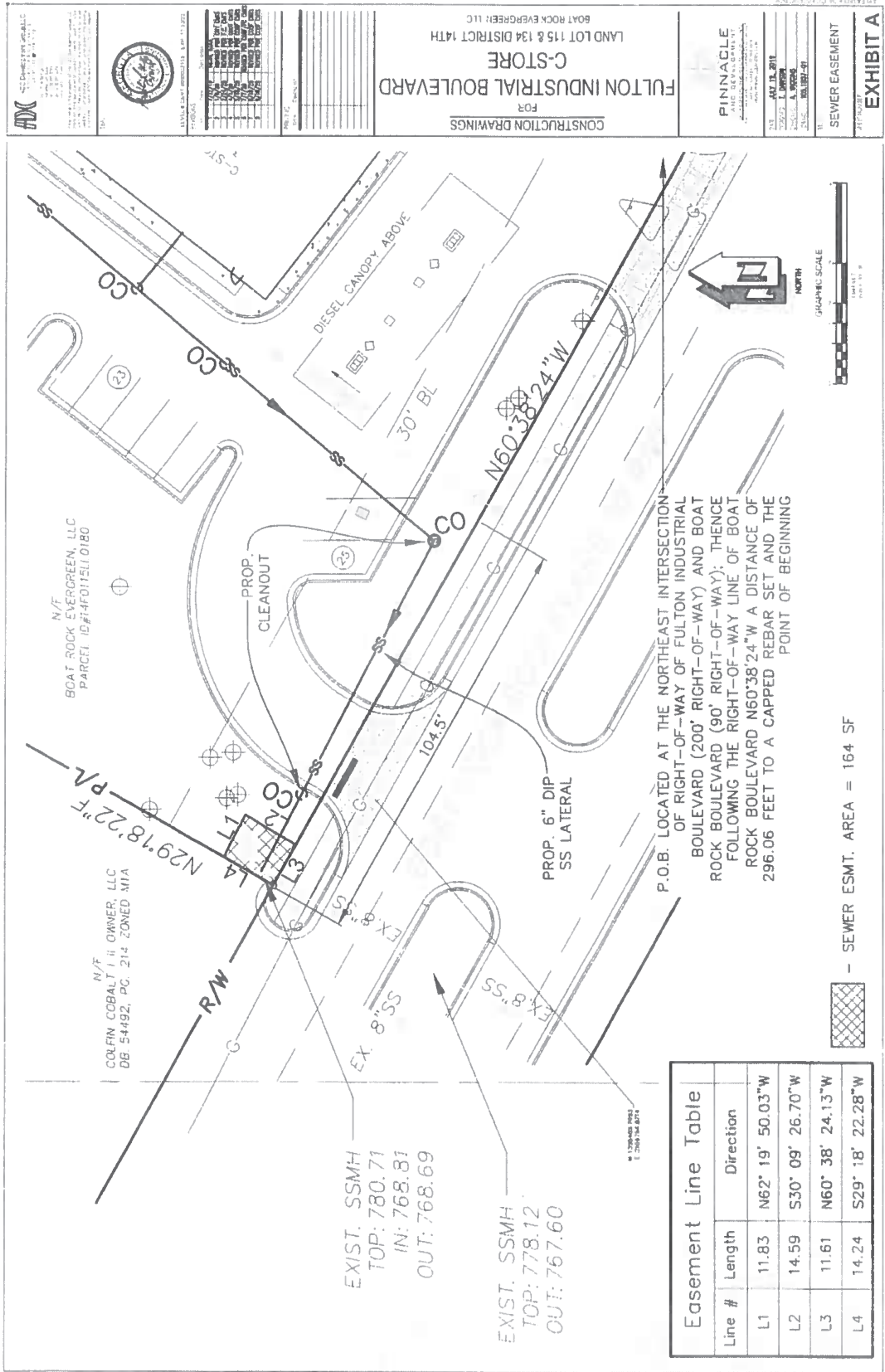
By:

Print Name:

Title:

[Signature]
Lawrence M. Keen
partner

[CORPORATE SEAL]



TPM
12-1-20

EXHIBIT "A"
SEWER EASEMENT

All that Tract or Parcel of land lying in Land Lots 115 and 134, 14th District, Fulton County, Georgia, being a sewer easement shown on an exhibit for C-Store by Pinnacle Land Development, and being more particularly described as follows:

COMMENCE at a ½" rebar at the northeast intersection of right-of-way of Fulton Industrial Boulevard (200' right-of-way) and Boat Rock Boulevard (90' right-of-way); thence following the right-of-way line of Boat Rock Boulevard N60°38'24"W a distance of 296.06 feet to a capped rebar set and the POINT OF BEGINING; thence leaving said right-of-way line and running N29°18'22"E a distance of 14.24 feet to a point; running thence S62°19'50"E a distance of 11.83 feet to a point; running thence S30°09'26"W a distance of 14.59 feet to a point on the right-of-way line of Boat Rock Boulevard; thence continuing along said right-of-way line N60°38'24"W a distance of 11.61 feet to the POINT OF BEGINNING.

Said tract contains 164 S.F.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0123

Meeting Date: 2/17/2021

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

Request approval to enter into a Memorandum of Agreement ("MOA") between Fulton County, as the GA 502 Fulton County Continuum of Care ("CoC") Collaborative Applicant, and the Georgia Department of Community Affairs on behalf of the Georgia Housing and Finance Authority ("GHFA") regarding the implementation of a statewide Department of the U.S. Housing and Urban Development ("HUD") Homeless Management Information System ("HMIS"). Grant funding of \$76,484.00 and a Fulton County match of \$76,484.00 will support the use and the management of HMIS and related activities. The approval of this agenda item will also authorize the Chairman to execute any future documents related to this grant and Agenda Item. The County Attorney is authorized to make modifications to the MOA and related document as to form prior to execution. The term is December 1, 2020 through November 30, 2021.

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

The Official Code of Georgia Sec. 36-10-1 states that all contracts entered into by the County governing authority with other persons on behalf of the County shall be in writing and entered in its minutes.

Strategic Priority Area related to this item

Health and Human Services

Summary & Background

The HEARTH Act requires all communities that have a CoC to use the HMIS. HMIS with the capacity to collect unduplicated data on individuals and families who experienced homelessness and provides the County with the ability to collect data from programs that serve homeless families and individuals. The use of HMIS data helps to determine the community's needs and funding priorities.

The HEARTH Act codified into law data collection requirements that are integral to the HMIS.

Accordingly, the use of HMIS is a statutory requirement for recipients and subrecipients of the CoC Program and Emergency Solutions Grant (ESG) funds.

Scope of Work:

DCA is the GA 502 CoC HMIS Lead and receives HUD HMIS funding on behalf of the GA 502 CoC. As the HMIS Lead, DCA manages the HMIS grant in cooperation with the Fulton CoC.

The purpose of this MOA is to outline the funding obligations delineated for the Fulton County CoC through the Cost Distribution Plan that was derived from a HUD funded CoC HMIS dedicated grant.

Community Impact: HMIS provides local data on the nature and extent persons experiencing homelessness, identify patterns of service use, and measures homeless service programs effectiveness.

Department Recommendation: Approve the MOA.

Agenda Item No.: 21-0123

Meeting Date: 2/17/2021

Project Implications: None

Community Issues/Concerns: None

Department Issues/Concerns: None

STATE OF GEORGIA
COUNTY OF FULTON

**MEMORANDUM OF AGREEMENT BETWEEN THE GEORGIA HOUSING AND
FINANCE AUTHORITY (“GHFA”) AND FULTON COUNTY GOVERNMENT
 (“FULTON”)**

This Memorandum of Agreement (MOA), is made and entered into this 4th day of December, 2020 (the “Effective Date”) , by and between Georgia Housing and Finance Authority (hereinafter referred to as “GHFA”), an instrumentality of the State of Georgia, whose address is 60 Executive Park South, NE, Atlanta, GA 30329, and Fulton County Government on behalf of the Fulton County Continuum of Care (CoC) (hereinafter referred to as “the Fulton CoC”), whose address is 141 Pryor St. SW, Atlanta, GA 30303, collectively referred to as the “Parties”.

WHEREAS, On July 1, 1996, the Governor and General Assembly merged GHFA, which acts as the state’s housing agency funding housing and services for disabled individuals and people experiencing homelessness in the State of Georgia, with the Department of Community Affairs (“DCA”), which was created in 1977 to serve as an advocate for local governments, for any purpose necessary or incidental in the administration and performance of GHFA's duties, powers, responsibilities, and functions as provided in O.C.G.A. §50-26-1 et. seq.; and

WHEREAS, GHFA has designated DCA to serve as the Homeless Management Information System (“HMIS”) Lead for the Georgia HMIS Collaborative; and

WHEREAS, The Fulton CoC of the GA HMIS Collaborative, has designated DCA as the HMIS Lead to manage the Continuum’s HMIS, apply for and receive HUD HMIS funding on behalf of their Continuum of Care (“CoC”); and

WHEREAS, DCA will manage the HMIS grant in cooperation with the Fulton CoC, and will collect Cost Sharing Fees, as agreed upon through the GA Cost Sharing Plan, for services specified in Appendix A.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the Parties agree as follows:

1. PURPOSE

The purpose of this MOA is to address the funding obligations delineated for each CoC through the Cost Distribution Plan that was approved by the GA HMIS Steering Committee and derived from a HUD funded CoC HMIS dedicated grant or other funding identified by the CoC.

II. APPLICABILITY

This MOA applies to the HMIS Dedicated grant for each CoC. If the CoC does not have a dedicated grant, they are responsible to determine and identify in writing the alternative funding source to cover the cost of the HMIS Implementation.

III. RESPONSIBILITIES

A. The responsibilities of GHFA under this MOA are listed in the Appendix A to this MOA.

B. The responsibilities of the Fulton CoC under this MOA listed in the Appendix B to this MOA.

IV. TERM

The initial term of this MOA shall commence on the Effective Date, the 1st, day of December 2020, and terminate on the 30th day of November 2021, unless terminated pursuant to the termination provisions contained in this MOA. A Party desiring to renew this Agreement shall give the other Party at least sixty (60) days' written notice of intent to renew prior to the expiration of the MOA. The term of this MOA may be renewed by mutual consent of the Parties in a written agreement between them signed by their authorized representatives.

V. FUNDING.

DCA and the Fulton CoC will continue to participate in the commitment of funding the implementation of the GA HMIS Implementation as outlined in the GA Cost Sharing Plan; to work in cooperation with the HMIS Lead for additional funding opportunities. The Parties acknowledge that institutions of the State of Georgia are prohibited from pledging the credit of the State. If the source of payment for any amounts payable hereunder no longer exist or are determined to be insufficient, this MOA shall terminate without further obligation.

VI. COSTS AND EXPENDITURES.

Project Name:	<u>Fulton HMIS Renewal</u>
Grant No. (if applicable):	<u>GA0232L4B021907</u>
Grant or funding source Term:	<u>12/01/2020-11/30/2021</u>
Grant/Funding Source Amount:	<u>\$76,484</u>
Amount of Grant Retained by CoC (if applicable):	<u>\$42,918.30</u>
Amount of Grant/Funding source retained by DCA:	<u>\$33,565.70</u>

VII. CONDITIONS

A. Conditions for HMIS Grant recipients:

The Fulton CoC agrees to allocate \$33,565.70 to GHFA for the GA HMIS Implementation, as specified in the Cost Distribution Agreement that was approved May 25, 2017. Furthermore, the Fulton CoC agrees to:

1. Submit quarterly reimbursements by the last day of the quarter as required by HUD.
Note: A quarterly review will be conducted by DCA on behalf of GHFA to ensure reimbursement requests indicate a sufficient spend down rate. In the event no plan has been put forth, and an excess balance is remaining in the grant, GHFA reserves the right to reallocate the balance to another eligible activity.
2. Provide Match documentation on the prescribed reimbursement form supplied by GHFA at:
<http://www.dca.ga.gov/housing/specialneeds/programs/documents/HMISReimbursementSummaryforEligibleCostsandDocumentationofMatch.xlsx>.
3. Provide annually updated documents required for the Grants Management to include HB87, HB2, W-9 forms.

B. Conditions for CoC's with Other Funding Sources: (If Applicable)

_____ agrees to allocate \$_____ to GHFA for the GA HMIS Implementation, as specified in the Cost Distribution Agreement that was approved May 25, 2017. Furthermore, the _____ agrees to:

1. Submit quarterly payments to GHFA by the last day of the quarter as determined by the funding source term noted above.
2. If payment is not received within 90 days of the due date, the _____ will be considered non-compliant with this MOA and must submit a letter to GHFA outlining why payment has not been submitted and the expected date for payment. Non-compliance may lead to termination of the _____ participation in the GA HMIS Collaboration.

C. Designated Representative:

The Fulton CoC will provide a "Designated Representative and an alternate" that agrees to participate in periodic meetings established by GHFA, and to act on behalf of the Fulton CoC on matters related to the grant's management pertaining to this MOA. GHFA should be notified promptly if any change in representation occurs.

VIII. TERMINATION

This MOA may be terminated upon the Parties' mutual agreement following receipt of a sixty (60) days' written notice, provided by either Party, of their intent to terminate the MOA. Written notices shall be sent to the points of contact listed in the notice provisions of this MOA.

IX. AMENDMENT

This MOA is subject to periodic review by the Parties. Either Party to this Agreement may propose a modification to this MOA at any time. This MOA may be amended during its validity by mutual consent of the Parties in a written agreement between them signed by their authorized representatives.

X. DEFAULT

In the event of any default by GHFA or the Fulton CoC, of any of their obligations under this MOA, either party shall provide the other with written notice thereof requesting that the breach or noncompliance be remedied within a time period specified in the notice not to exceed thirty (30) days.

XI. NOTICE

All notices, requests, or other communications (excluding invoices) under this MOA shall be in writing and either transmitted via overnight courier, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the following addresses. Notices will be deemed to have been given when received by a Party.

GHFA:

60 Executive Park South, NE
Atlanta, GA 30329
Attn: Christy Lovett
(404) 679 - 0596
Email: christy.lovett@dca.ga.gov

With a copy to:
60 Executive Park South, NE
Atlanta, GA 30329
Attn: Jeanette Pollock
(404) 679 - 3177
Email: jeanette.pollock@dca.ga.gov

XII. DISPUTE RESOLUTION

Any dispute between the Parties arising under this MOA, other than relating to default in payment or obligations, shall be resolved informally by persons designated by each Party or by them through direct negotiations to settle the matter in a spirit of cooperation.

XIII. COOPERATION

The Parties agree to cooperate fully regarding the implementation of this MOA.

XIV. MISCELLANEOUS.

A. Georgia Open Records Act.

The Parties acknowledge that this MOA is subject to the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq., which requires that public records be open and available for inspection by any member of the public.

B. Entire Agreement.

This MOA constitutes the entire agreement between the Parties. There are no representations either oral or otherwise, other than those expressly set forth herein.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date first written above. Each of the Parties hereto shall cause this MOA to be executed in duplicate by the duly authorized officer, with each Party to receive one of the duplicate texts, which shall each have equal authenticity.

FULTON COUNTY GOVERNMENT

GEORGIA HOUSING AND FINANCE
AUTHORITY ("GHFA")

By: _____

Name: _____

Title: _____

By: _____

Name: Tonya Cureton Curry

Title: Deputy Executive Director

STATE OF GEORGIA
COUNTY OF FULTON

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FINANCE AUTHORITY (“GHFA”) AND FULTON COUNTY GOVERNMENT
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WHEREAS, GHFA has designated DCA to serve as the Homeless Management Information System (“HMIS”) Lead for the Georgia HMIS Collaborative; and

WHEREAS, The Fulton CoC of the GA HMIS Collaborative, has designated DCA as the HMIS Lead to manage the Continuum’s HMIS, apply for and receive HUD HMIS funding on behalf of their Continuum of Care (“CoC”); and

WHEREAS, DCA will manage the HMIS grant in cooperation with the Fulton CoC, and will collect Cost Sharing Fees, as agreed upon through the GA Cost Sharing Plan, for services specified in Appendix A.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the Parties agree as follows:

1. PURPOSE

The purpose of this MOA is to address the funding obligations delineated for each CoC through the Cost Distribution Plan that was approved by the GA HMIS Steering Committee and derived from a HUD funded CoC HMIS dedicated grant or other funding identified by the CoC.

II. APPLICABILITY

This MOA applies to the HMIS Dedicated grant for each CoC. If the CoC does not have a dedicated grant, they are responsible to determine and identify in writing the alternative funding source to cover the cost of the HMIS Implementation.

III. RESPONSIBILITIES

A. The responsibilities of GHFA under this MOA are listed in the Appendix A to this MOA.

B. The responsibilities of the Fulton CoC under this MOA listed in the Appendix B to this MOA.

IV. TERM

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V. FUNDING.

DCA and the Fulton CoC will continue to participate in the commitment of funding the implementation of the GA HMIS Implementation as outlined in the GA Cost Sharing Plan; to work in cooperation with the HMIS Lead for additional funding opportunities. The Parties acknowledge that institutions of the State of Georgia are prohibited from pledging the credit of the State. If the source of payment for any amounts payable hereunder no longer exist or are determined to be insufficient, this MOA shall terminate without further obligation.

VI. COSTS AND EXPENDITURES.

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Grant/Funding Source Amount:	<u>\$76,484</u>
Amount of Grant Retained by CoC (if applicable):	<u>\$42,918.30</u>
Amount of Grant/Funding source retained by DCA:	<u>\$33,565.70</u>

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A. Conditions for HMIS Grant recipients:

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1. Submit quarterly reimbursements by the last day of the quarter as required by HUD.
Note: A quarterly review will be conducted by DCA on behalf of GHFA to ensure reimbursement requests indicate a sufficient spend down rate. In the event no plan has been put forth, and an excess balance is remaining in the grant, GHFA reserves the right to reallocate the balance to another eligible activity.
2. Provide Match documentation on the prescribed reimbursement form supplied by GHFA at:
<http://www.dca.ga.gov/housing/specialneeds/programs/documents/HMISReimbursementSummaryforEligibleCostsandDocumentationofMatch.xlsx>.
3. Provide annually updated documents required for the Grants Management to include HB87, HB2, W-9 forms.

B. Conditions for CoC's with Other Funding Sources: (If Applicable)

_____ agrees to allocate \$_____ to GHFA for the GA HMIS Implementation, as specified in the Cost Distribution Agreement that was approved May 25, 2017. Furthermore, the _____ agrees to:

1. Submit quarterly payments to GHFA by the last day of the quarter as determined by the funding source term noted above.
2. If payment is not received within 90 days of the due date, the _____ will be considered non-compliant with this MOA and must submit a letter to GHFA outlining why payment has not been submitted and the expected date for payment. Non-compliance may lead to termination of the _____ participation in the GA HMIS Collaboration.

C. Designated Representative:

The Fulton CoC will provide a "Designated Representative and an alternate" that agrees to participate in periodic meetings established by GHFA, and to act on behalf of the Fulton CoC on matters related to the grant's management pertaining to this MOA. GHFA should be notified promptly if any change in representation occurs.

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This MOA may be terminated upon the Parties' mutual agreement following receipt of a sixty (60) days' written notice, provided by either Party, of their intent to terminate the MOA. Written notices shall be sent to the points of contact listed in the notice provisions of this MOA.

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This MOA is subject to periodic review by the Parties. Either Party to this Agreement may propose a modification to this MOA at any time. This MOA may be amended during its validity by mutual consent of the Parties in a written agreement between them signed by their authorized representatives.

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XI. NOTICE

All notices, requests, or other communications (excluding invoices) under this MOA shall be in writing and either transmitted via overnight courier, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the following addresses. Notices will be deemed to have been given when received by a Party.

GHFA:

60 Executive Park South, NE

Atlanta, GA 30329

Attn: Christy Lovett

(404) 679 - 0596

Email: christy.lovett@dca.ga.gov

With a copy to:

60 Executive Park South, NE

Atlanta, GA 30329

Attn: Jeanette Pollock

(404) 679 - 3177

Email: jeanette.pollock@dca.ga.gov

XII. DISPUTE RESOLUTION

Any dispute between the Parties arising under this MOA, other than relating to default in payment or obligations, shall be resolved informally by persons designated by each Party or by them through direct negotiations to settle the matter in a spirit of cooperation.

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The Parties agree to cooperate fully regarding the implementation of this MOA.

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A. Georgia Open Records Act.

The Parties acknowledge that this MOA is subject to the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq., which requires that public records be open and available for inspection by any member of the public.

B. Entire Agreement.

This MOA constitutes the entire agreement between the Parties. There are no representations either oral or otherwise, other than those expressly set forth herein.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date first written above. Each of the Parties hereto shall cause this MOA to be executed in duplicate by the duly authorized officer, with each Party to receive one of the duplicate texts, which shall each have equal authenticity.

FULTON COUNTY GOVERNMENT

GEORGIA HOUSING AND FINANCE
AUTHORITY ("GHFA")

By: _____

Name: _____

Title: _____

By: _____

Name: Tonya Cureton Curry

Title: Deputy Executive Director



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0124

Meeting Date: 2/17/2021

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

Request approval to enter into contract with Georgia Department of Public Health. (DPH). Said agency is seeking to fund an interoperability project between the Medical Examiner's Case Management System and Georgia's Electronic Death Registration System to streamline the data entry process for vital records. The Medical Examiner's office will facilitate the project between VertiQ Software, LLC. and DPH. Effective dates: February 1, 2021 through December 31, 2021.

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

N/A

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

Justice and Safety

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

The Medical Examiner's Office desires to enter into a contract with DPH to facilitate a project between VertiQ (ME's case management vendor) and DPH to streamline the data entry process for reporting death certificate information to the State: currently the ME's office enters death certificate information manually into the Georgia Department of Public Health's vital records system. To make this process more efficient, DPH has requested that the ME's case management vendor implement a software on their platform that will allow data to be transferred directly into the State's system. DPH will fund the project up to \$10,000---the project has been estimated to cost approximately \$8,500. The Medical Examiner's office will not have any financial obligations for this project and will serve in the role of facilitator for the project.

Scope of Work: N/A

Community Impact: N/A

Department Recommendation: The ME's office recommends approval of this contract

Project Implications: To eliminate data entry errors and to provide for a streamlined process

Community Issues/Concerns: N/A

Department Issues/Concerns: N/A

Georgia Department of Public Health Intergovernmental Contract for Services

Solicitation Title N/A	Solicitation Number N/A	Contract Number 40500-052-21213492
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1. This Contract is entered into and between the Georgia Department of Public Health and the Contractor named below:

Fulton County, Office of the Medical Examiner (hereafter called Contractor)

2. Contract to Begin: 02/01/2021	Date of Completion: 12/31/2021	Renewals: Four (4)
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3. Performance Bond, if any: N/A	Other Bonds, if any: N/A
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4. Maximum Amount of this Contract: \$10,000.00	Total Financial Obligation of the Department for the First Fiscal Year: \$10,000.00	Total Financial Obligation of the Department for each Renewal Period if Renewed: \$10,000.00
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IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

5.

Fulton County, Office of the Medical Examiner (hereafter called "Contractor")

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)

By (Authorized Signature)	Date Signed
Printed Name	Title of Person Signing
Address	

6.

Georgia Department of Public Health (hereafter called "DPH" or "Department")

By (Authorized Signature)	Date Signed
Printed Name Kathleen E. Toomey, M.D., M.P.H.	Title of Person Signing Commissioner
Address 2 Peachtree St., 15th Floor Atlanta, GA 30303	

7. Authorized Person to Receive Contract Notices for Department:

Business Owner:
Christopher Harrison
State Office of Vital Records
1680 Phoenix Blvd, Ste 100
Atlanta, GA 30349
Phone: (770) 991-7897
Email: christopher.harrison@dph.ga.gov

Contract Administrator:
Lisa McWhorter
2 Peachtree St., 9-211
Atlanta, GA 30303
Phone: (404) 232-1141
Email: lisa.mcwhorter@dph.ga.gov

Authorized Person to Receive Contract Notices for Contractor:

Programmatic Contact:
Karen Sullivan
430 Pryor Street, SW
Atlanta, GA 30312
Phone: (404) 613-4400
Email: karen.sullivan@fultoncountyga.gov

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8. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Contract:

Attachment 1: Department of Public Health Terms and Conditions for Intergovernmental Service Contracts
Attachment 2: Vendor Lobbyist Disclosure (pursuant to Georgia Executive Order Number 10.01.03.01, 2003)
Attachment 3: External Entities Audit Standards and Sanctions (pursuant to 2 CFR Part 200, 45 CFR Part 75.501, 7 CFR Part 277.17 <i>Audit Requirements</i> , O.C.G.A. 50-20-1 through 50-20-8)
Attachment 4: Contractor Work Authorization Affidavit O.C.G.A. 13-10-91(b)(1)
Attachment 5: Responsibilities, Deliverables and Payment Schedule
Attachment 6: Insurance Forms

Department of Public Health
Attachment 1
Terms and Conditions for Intergovernmental Service Contracts

A. DEFINITIONS AND GENERAL INFORMATION

1. **Definitions.** The following words shall be defined as set forth below:
 - i. **"Contractor"** means the provider of the Services under the Contract as identified in paragraph 1 on page 1.
 - ii. **"Department"** means the Georgia Department of Public Health.
 - iii. **"Services"** means the responsibilities and deliverables as provided in the Scope of Work and as further described by the Contract.

B. DURATION OF CONTRACT

1. **Contract Term.** The Contract shall begin and end on the dates specified in the Department Standard Contract Form unless terminated earlier in accordance with the applicable terms and conditions.
2. **Contract Renewal.** If renewals are authorized on paragraph 2 on page 1, the Department shall have the option, in its sole discretion, to renew the Contract for additional one-year terms by giving the Contractor written notice of the renewal decision. The Contract shall be renewed at the same amount with the same deliverables unless otherwise agreed upon.

C. COMPENSATION

1. **Pricing and Payment.** The Contractor will be paid for the Services in accordance with the maximum amount on the Standard Contract form and any budget documents attached to this Contract.
2. **Billings.** If applicable, the Contractor shall submit, on a regular basis, an invoice for the Services supplied to the Department under the Contract at the billing address specified by the Department. The Department shall pay all approved invoices in arrears.

D. TERMINATION

1. **Summary Termination.** The Department may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
 - i. Pursuant to O.C.G.A. Section 50-5-64, if the Department determines, in its sole discretion, that appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the Department under this contract.
 - ii. The Contractor fails to deliver or has delivered nonconforming Services, or fails to perform, to the Department's satisfaction, any material requirement of the Contract, or is in violation of a material provision of the Contract;

- iii. The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders; or
 - iv. The Contractor has engaged in conduct that has or may expose the Department or the State to liability, as determined in the Department's sole discretion.
2. **Termination For Convenience.** Following thirty days' written notice, either party may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor.

E. CONFIDENTIAL INFORMATION

1. **Access to Confidential Data.** The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the Department to the extent necessary to carry out the Contractor's responsibilities under the Contract. All information received pursuant to the Contract is confidential and shall remain the property of the Department unless otherwise designated by the Department.
- i. The Contractor shall provide to the Department upon request a written description of the Contractor's policies and procedures to safeguard confidential information;
 - ii. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
 - iii. The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
 - iv. The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract. The private or confidential data shall remain the property of the Department at all times. Some Services performed for the Department may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.
2. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the Department, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the Department. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the Department.
3. **Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor seeking records containing confidential information, the Contractor shall promptly notify the Department and cooperate with the Department in any lawful effort to protect the confidential information.
4. **Reporting of Unauthorized Disclosure.** The Contractor shall immediately report to the Department any unauthorized disclosure of confidential information.

- 5. Survives Termination.** The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

F. MISCELLANEOUS PROVISIONS

- 1. Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Contract. Contractor and Contractor's personnel shall also comply with all State and Department policies and standards in effect during the performance of the Contract, including but not limited to the Department's policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics.
- 2. Drug-free Workplace.** The Contractor hereby certifies as follows:
- i. Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract; and
 - ii. If Contractor has more than one employee, including Contractor, Contractor shall provide for such employees a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Contract; and
 - iii. Contractor will secure from any subcontractor hired to work on any job assigned under this Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."
- 3. Amendments.** The Contract may be amended only through a writing signed by both parties.
- 4. Sexual Harassment Prevention.** The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

If the Contractor, including its employees and subcontractors, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, the Contractor may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or

personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
 - (a) Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) Contractor has completed sexual harassment prevention training in the last year and will continue to do so on an annual basis; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.
- (ii) If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
 - (a) Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
 - (c) Upon request of the State, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

- 5. **Third Party Beneficiaries.** There are no third-party beneficiaries to the Contract. The Contract is intended only to benefit the Department and the Contractor.
- 6. **Assignment and Delegation.** The Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the Department.
- 7. **Integration.** The Contract, together with its attachments, exhibits, and all other documents incorporated by reference, represents the entire agreement between the parties. No other understanding, oral or written regarding the subject matter of this Contract, may be deemed to

exist or to bind the parties at the time of execution. Unless otherwise specified in the Contract, this Contract supersedes all prior contracts or agreements between the Department and the Contractor for the Services provided in connection with the Contract.

- 8. Not a Joint Venture.** Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, or principal and agency relationship between the parties. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the Department.
- 9. Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Department and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- 10. Severability.** If any provision of the Contract is determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Contract. Further, if any provision of the Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law.
- 11. Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Contract.
- 12. Use of Name or Intellectual Property.** Contractor agrees it will not use the name of the Georgia Department of Public Health or any intellectual property owned by the Department, including but not limited to Department trademarks or logos, in any manner, including commercial advertising or as a business reference, without the express prior written consent of the Department.
- 13. Obligations Beyond Contract Term.** All obligations of the Contractor incurred or existing under the Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Contract.

ATTACHMENT 2

VENDOR LOBBYIST DISCLOSURE AND REGISTRATION CERTIFICATION FORM

Pursuant to Executive Order Number 10.01.03.01 (the "Order"), which was signed by Governor Sonny Perdue on October 1, 2003, Contractors with the state are required to complete this form. The Order requires "Vendor Lobbyists," defined as those who lobby state officials on behalf of businesses that seek a contract to sell goods or services to the state or those who oppose such a contract, to certify that they have registered with the State Ethics Commission and filed the disclosures required by Article 4 of Chapter 5 of Title 21 of the Official Code of Georgia Annotated. Consequently, every vendor desiring to enter into a contract with the state must complete this certification form. False, incomplete, or untimely registration, disclosure, or certification shall be grounds for termination of the award and contract and may cause recoupment or refund actions against Contractor.

In order to be in compliance with Executive Order Number 10.01.03.01, please complete this Certification Form by designating only one of the following:

- ☐ Contractor *does not have any* lobbyist employed, retained, or affiliated with the Contractor who is seeking or opposing contracts for it or its clients. Consequently, Contractor has not registered anyone with the State Ethics Commission as required by Executive Order Number 10.01.03.01 and any of its related rules, regulations, policies, or laws.
- ☐ Contractor *does have* lobbyist(s) employed, retained, or affiliated with the Contractor who are seeking or opposing contracts for it or its clients. The lobbyists are:

Contractor states, represents, warrants, and certifies that it has registered the above named lobbyists with the State Ethics Commission as required by Executive Order Number 10.01.03.01 and any of its related rules, regulations, policies, or laws.

- ☐ Contractor is a Georgia state agency.

CONTRACTOR NAME (*print*): _____



BY: _____

SIGNATURE DATE

ATTACHMENT 3



GEORGIA DEPARTMENT OF PUBLIC HEALTH POLICY # AU-02001 EXTERNAL ENTITIES AUDIT STANDARDS AND SANCTIONS POLICY

Approval:		5/24/17
	Ricky L. Keheley, Inspector General	Date
		5/26/17
	James C. Howgate, Chief of Staff	Date

1.0 PURPOSE

To ensure that those non-federal entities which receive funds from the Department of Public Health (DPH) conform to the standards and requirements imposed by federal and state law and by DPH's Contracts. Sanctions are imposed on those entities that do not comply with the standards and/or audit requirements.

2.0 AUTHORITY

The Georgia Department of Public Health (DPH) External Entities Audit Standards and Sanction Policy is published under the authority of DPH and in compliance with the following:

- 2.1 Official Code of Georgia Annotated (OCGA), Sections: 50-20-1 through 50-20-8, as amended, 1998 Legislative Session
- 2.2 OMB Uniform Guidance:
 - 2.2.1 CFR Part 200
 - 2.2.2 45 CFR Part 75.501
 - 2.2.3 7 CFR Part 246.20
- 2.3 Standards for Audit of Governmental Organizations, Programs, Activities and Functions

3.0 SCOPE

This policy applies to all non-federal entities which receive funds from the Department of Public Health (DPH).

4.0 DEFINITIONS

Department of Public Health POLICY AND PROCEDURES	Policy No.	AU-02001		
	Effective Date:	07/01/11	Revision #:	3
EXTERNAL ENTITIES AUDIT STANDARDS AND SANCTIONS	Page No.	2 of 8		

- 4.1 **Budget Category** - A numbering system used for budget and accounting purposes that corresponds to a specific program name. Numbers reduce chances of confusion with similar program names.
- 4.2 **Contractor's Fiscal Year** - The 12-month accounting period established by the entity as its business year, which is on file with the U.S. Internal Revenue Service as the basis for filing required for tax and Tax Exempt Status Returns.
- 4.3 **Entity** - An organization receiving funds from DPH exclusive of Public Health field offices.
- 4.4 **Expense Category** - A numbering system corresponding to a list of specific services within a Budget Category, where the amount of funds used to pay for the service are recorded for accounting purposes.
- 4.5 **Independent Auditor** –
- 4.5.1 A Certified Public Accountant (CPA); or
- 4.5.2 A Registered Public Accountant (RPA) licensed on or before December 31, 1970; or
- 4.5.3 A government auditor located outside the staff or line management function of the unit under audit.
- Independence comprises: a) Independence of Mind - The state of mind that permits the performance of an audit without being affected by influences that compromise professional judgment, thereby allowing an individual to act with integrity and exercise objectivity and professional skepticism. b) Independence in Appearance - The absence of circumstances that would cause a reasonable and informed third party, having knowledge of the relevant information, to reasonably conclude that the integrity, objectivity, or professional skepticism of an audit organization or member of the audit team had been compromised.
- 4.6 **Major Program** - A federally funded program determined by the auditor to be a major program in accordance with 2 CFR 200.518 or a program defined as a major program by a federal agency.
- 4.7 **Non-Federal Entity** - A state, local government, or a nonprofit organization.
- 4.8 **Non-Profit Organization** - Any corporation, trust, association, cooperative, or other organization that is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest; is not organized primarily for profit; and uses its net proceeds to maintain, improve, or expand its operations.

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- 4.9 **Program** - A grouping of activities and resources to accomplish a mission with specific goals and objectives. Some programs have names, some have numbers, and some have both. Usually programs are budgeted by number for ease of tracking and to reduce potential confusion. Budget categories can and are considered to be programs. Federal programs are considered to be those activities that are or can be assigned a single number in the Catalog of Federal Domestic Assistance (CFDA). When no CFDA number is assigned, all federal awards from the same agency made for the same purpose are to be combined and considered one program. Throughout this procedure, the term "program" refers either to a named activity or an activity that is numbered.
- 4.10 **Public Entity** - Includes, but is not limited to: state and local governments and their instrumentalities; authorities; county Boards of Health; Community Service Boards; and District Attorneys (judicial circuits) operating programs through contracts with DPH.
- 4.11 **Sanctions** - Penalties imposed by the Department on those fund recipients who do not abide by their contract requirements for audit reports and fail to comply with state law regarding timeliness. Sanctions may include: reimbursements being withheld, contracts being canceled, recoupment of funds, and denial of further contracts with the Department for a period of 12 months.
- 4.12 **Schedule of State Awards Expended** - A schedule arranged by state program name and contract number that reflects revenues, expenditures, or expenses and amounts owed to and due from each state organization. Amounts listed for each program should include federal funds that passed through state organizations to the entity.

5.0 POLICY

Entities that contract with the Department must meet certain financial reporting requirements. These requirements are defined in: OMB Uniform Guidance; 2 CFR 200.501; 45 CFR 75.501; Contract Provisions; DPH Policy; and Title 50, Chapter 20, Sections 1 through 8 of the OCGA. The requirements vary based on the dollar amount expended by the entity during its fiscal year. The DPH Office of Audits and the Public Health Programmatic Officers/Business Owners have certain responsibilities that are delineated below. Several words and phrases are used in these procedures that may have meaning that is special to these procedures. These words and phrases are defined below along with the addresses of the Public Health Office of Audits and the State Department of Audits:

DPH Office of Audits

Georgia Department Public Health
Division of Inspector General, Office of Audits
Two Peachtree Street, NW, Suite 9-100
Atlanta, Georgia 30303-3142

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State Department of Audits

State Department of Audits and Accounts
Professional Practices Division, Suite 214
254 Washington Street, SW
Atlanta, Georgia 30334-8400

6.0 RESPONSIBILITIES

The Inspector General, Office of Audits shall ensure compliance to this policy and procedure.

7.0 PROCEDURES

Prior to executing a contract between the DPH and a non-profit organization, the organization furnishes a previous year's audit. If the entity has been in existence for less than a year, then they furnish unaudited financial statements. If no audit or unaudited financial statements are on record with DPH, the following procedure is followed:

7.1 REQUIREMENTS PRIOR TO CONTRACT

- 7.1.1 The contracting Division or Section requests such audit or financial statements as part of its negotiation or solicitation process.
- 7.1.2 The entity furnishes an audit report (or unaudited financial statements, if appropriate) to the DPH Division of Operations, Procurement and Contract Administration Section, as a part of its contract package.
- 7.1.3 When it is received, the financial information is forwarded to the DPH Office of Audits for a compliance review.
- 7.1.4 The Office of Audits reviews the information and determines compliance with O.C.G.A. Section 50-20-1 through 50-20-8, as amended, 1998 Legislative Session.
- 7.1.5 The Office of Audits notifies the DPH Division of Operations, Procurement and Contract Administration Section and/or the Programmatic Officer/Business Owner of the results of its review. For instances of non-compliance with requirements, the omitted items are specified.

7.2 ENTITIES EXPENDING \$750,000 OR MORE IN FEDERAL FUNDS

All entities (private nonprofit or public) expending \$750,000 or more in federal funds during their fiscal year comply with: the provisions of the OMB Uniform Guidance and their implementing regulation - 2 CFR 200.501; with contract provisions; and with DPH Policy.

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These entities must obtain an entity-wide audit of their financial records performed by an independent auditor. The audit covers all financial activities for the fiscal year and is conducted in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States.

Audits for public entities include, for those contracts that were completed during the audit period, a Statement of Revenues and Expenditures Compared to Budget, presented by program name or contract name and number. This statement is presented by contract name and number for the entire contract period. Audits of public entities also include a Schedule of State Awards Expended.

The entity files one copy of the independent auditors' report with the Audit Director, DPH Office of Audit, within 180 days after the end of the organization's fiscal year. Additionally, private nonprofit organizations must submit one copy of the fiscal year report to the State Department of Audits and Accounts.

If an extension of the filing deadline is desired, the State Department of Audits (for private nonprofit entities) or the DPH Office of Audits (for public entities) may waive the requirement for completion if a request is made that shows good cause. The waiver is for an additional time of not more than 90 days, and no such waiver is granted for more than two successive years to the same entity. A plan of corrective action for all deficiencies disclosed in the audit report is submitted with the audit report.

7.3 ENTITIES EXPENDING \$100,000 OR MORE IN STATE FUNDS

All entities expending \$100,000 or more in state funds during their fiscal year comply with contract provisions and DPH policy. Nonprofit organizations also must comply with the provisions of the O.C.G.A. Sections 50-20-1 through 50-20-8, as amended, 1998 Legislative Session. Audits of nonprofit organizations also include a Schedule of State Awards Expended.

These entities obtain an entity-wide audit of their financial records performed by an independent auditor. The audit is conducted in accordance with Generally Accepted Auditing Standards issued by the American Institute of Certified Public Accountants and the financial statements are prepared in accordance with generally accepted accounting principles. Audits for public entities include, for those contracts that were completed during the audit period, a Statement of Revenues and Expenditures Compared to Budget, presented by program name or contract name and number. This statement is presented by contract name and number for the entire contract period. Audits of public entities also include a Schedule of State Awards Expended.

The entity files one copy of the independent auditor's report with the Audit Director, DPH Office of Audits, within 180 days after the end of the organization's fiscal year. Additionally, private nonprofit organizations must submit one copy of the fiscal year report to the State Department of Audits and Accounts. If an extension of the filing

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deadline is desired, the State Department of Audits (for private nonprofit entities) or the DPH Audits Section (for public entities) may waive the requirement for completion if a request is made that shows good cause. The waiver is for an additional period of not more than 90 days, and no such waiver is granted for more than two successive years to the same entity. A plan of corrective action for all deficiencies disclosed in the audit report is submitted with the audit report.

7.4 ENTITIES EXPENDING BETWEEN \$25,000 AND \$100,000 IN STATE FUNDS

All entities expending at least \$25,000 but less than \$100,000 in state funds during their fiscal year comply with contract provisions and DPH policy by submitting audited or unaudited financial statements. Nonprofit organizations are also required to comply with the provisions of the O.C.G.A. Sections 50-20-1 through 50-20-8, as amended, 1998 Legislative Session. Audits or financial statements of nonprofit organizations also include a Schedule of State Awards Expended.

Financial statements that have been audited include the auditors' report on the financial statements. Audits for public entities include, for those contracts that were completed during the audit period, a Statement of Revenues and Expenditures Compared to Budget, presented by program name or contract name and number. This statement is presented by contract name and number for the entire contract period. Audits or financial statements of public entities also include a Schedule of State Awards Expended.

Financial statements that have not been audited include a statement from the president or other responsible official of the organization which states that:

- 7.4.1 The financial statements are presented in accordance with generally accepted accounting principles and, if not, the basis used for their presentation;
- 7.4.2 The financial statements are prepared on a basis consistent with that of the preceding year, and if not, the respects in which they differ from the preceding year;
- 7.4.3 The financial statements of public entities include for those contracts that were completed during the audit period, a Statement of Revenues and Expenditures Compared to Budget, presented by program name or contract name and number. This statement is presented by contract name and number for the entire contract period. The financial statements of public entities also include a Schedule of State Awards Expended.

The entity files one copy of the audit or financial statements with the Audit Director, DPH Office of Audits, within 180 days after the end of the organization's fiscal year. Additionally, private nonprofit organizations must submit one copy of the fiscal year report to the State Department of Audits and Accounts. If an extension of the file deadline is desired, the State

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	Effective Date:	07/01/11	Revision #: 3
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Department of Audits (for private nonprofit entities) or the DPH Office of Audits (for public entities) may waive the requirement for completion if a request is made that shows good cause. The waiver is for an additional period of not more than 90 days, and no such waiver is granted for more than two successive years to the same entity. A plan of corrective action for all deficiencies disclosed in the audit report is submitted with the audit report.

7.5 ROLE OF THE DPH OFFICE OF AUDITS

The Office of Audits:

- 7.5.1 Requests the required audit or financial statements, management reports, memoranda and internal documents from those entities that have failed to provide them;
- 7.5.2 Reviews the audit reports for financial settlement amounts, questioned costs, and findings and recommendations;
- 7.5.3 Communicates the dollar amounts of financial settlements to the DPH Division of Finance for settlement;
- 7.5.4 Requests corrective action plans to preclude recurrence of findings from those entities that have failed to provide them;
- 7.5.5 Forwards one copy of the audit report or financial statements to the Programmatic Officer/Business Owner; and
- 7.5.6 Notifies the appropriate DPH Programmatic Officer/Business Owner of those entities which have not complied with the filing requirements of this policy as well as the DPH Division of Finance that will impose the appropriate sanctions.

7.6 ROLE OF THE PROGRAMMATIC OFFICER/BUSINESS OWNER

The Programmatic Officer/Business Owner:

- 7.6.1 Insures that appropriate programmatic corrective actions are implemented when required by an audit report;
- 7.6.2 Reviews audits for compliance with programmatic performance goals;
- 7.6.3 Enforces corrective action on repeat findings; and
- 7.6.4 Approves or disapproves budget and spending variances.

Department of Public Health POLICY AND PROCEDURES	Policy No.	AU-02001		
	Effective Date:	07/01/11	Revision #:	3
EXTERNAL ENTITIES AUDIT STANDARDS AND SANCTIONS	Page No.	8 of 8		

8.0 REVISION HISTORY

REVISION #	REVISION DATE	REVISION COMMENTS
0	July 1, 2011	Initial Issue
1	July 9, 2012	Annual review and update. Reformat to new template
2	July 23, 2015	Annual review and update.
3	May 16, 2017	Annual review and update.

9.0 RELATED FORMS

None

ATTACHMENT 4

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____

ATTACHMENT 5

CONTRACT SCOPE, RESPONSIBILITIES, DELIVERABLES, PAYMENT SCHEDULE

1. SCOPE OF WORK

The Contractor shall modify their case management system (CMS) developed by VertiQ Software, LLC., to support the interoperability between the CMS and Georgia's Electronic Death Registration System (GAVERS). Interoperability will be established following the Health Level 7 (HL7) Fast Healthcare Interoperability Resources (FHIR) Vital Records Death Reporting Profile (VRDR) and conform to the GAVERS VRDR FHIR application programming interface specifications. Contractor shall develop, test, and implement the necessary modifications to the medical examiner CMS.

2. SPECIFIC CONTRACTOR RESPONSIBILITIES

Contractor shall complete the following actions, tasks, obligations and responsibilities:

- A. The Contractor shall ensure that its CMS vendor enhances the CMS to allow for HL7 FHIR interoperability with GAVERS.
- B. The Contractor shall participate in testing to validate the HL7 FHIR interoperability between GAVERS and their CMS.

3. DELIVERABLES

Payment of invoices is contingent on the timely remittance of the deliverables and the submission of programmatic/statistical reports and invoices. Reports must be submitted in a format approved by the Business Owner. Upon request by the Department, Contractor shall submit to the Department supporting documentation of services provided, which the Department considers to be acceptable in form and substance. Failure to submit reports, deliverables and supporting documentation as required by the Department may delay or negate payment of invoice.

Contractor shall deliver the following reports or items to the Department:

- A. Results of testing HL7 FHIR interoperability between CMS and GAVERS.
- B. Confirmation that enhancement allowing HL7 FHIR interoperability between CMS and GAVERS has been deployed.

RATE SCHEDULE BUDGET

CONTRACTOR	CONTRACT NUMBER
Fulton County, Office of the Medical Examiner	40500-052-21213492
CONTRACTOR CONTACT NAME	CONTRACTOR CONTACT PHONE NUMBER
Karen Sullivan	(404) 613-4400
Electronic Funds Transfer? <input checked="" type="checkbox"/> Yes (Authorization for EFT must be attached or on file) <input type="checkbox"/> No	

Remit Invoices to:

Georgia Department of Public Health
 Attn: Christopher Harrison
 State Office of Vital Records
 1680 Phoenix Blvd, Ste 100
 Atlanta, GA 30349
 Phone: (770) 991-7897
 Email: christopher.harrison@dph.ga.gov

DESCRIPTION OF SERVICES	Dollar Amount per Unit of Measure	Unit of Measure (i.e., each, month, lot)	Number of Units (Quantity)	Total Approved Budget Funds
Cost for Contractor's CMS vendor to implement HL7 FHIR VRDR interoperability with GAVERS	Up to \$10,000.00	Based on Actual Expenses	1	\$10,000.00
	\$			\$
	\$			\$
	\$			\$
	\$			\$
	\$			\$
	\$			\$
	\$			\$
	\$			\$
	\$			\$
	\$			\$
	\$			\$
	\$			\$
	\$			\$
	\$			\$
TOTAL				\$10,000.00

ATTACHMENT 6

STANDARD INSURANCE LIMITS FOR GOODS AND ANCILLARY SERVICES

Contractor shall, at a minimum, prior to the commencement of work, procure the insurance policies identified below at Contractor's own cost and expense and shall furnish DPH with proof of coverage at least in the amounts indicated. Proof of insurance must be received by the DPH Contracts Administration within 10 days of execution of this contract. Proof of insurance on renewals must be received by DPH Contracts Administration prior to start date of renewal period. It shall be the responsibility of Contractor to require any subcontractor to secure the same insurance coverage as prescribed herein for Contractor, and to obtain a certificate evidencing that such insurance is in effect. Contractor shall indemnify, hold harmless and name the following as Additional Insured: DPH, the State of Georgia, its officers, employees and agents from any liability arising out of Contractor's or Subcontractor's untimely failure in securing adequate insurance coverage as prescribed herein:

- A. Workers' Compensation Insurance, the policies to insure the statutory limits established by the General Assembly of the State of Georgia. The Workers' Compensation Policy must include Coverage B – Employer's Liability Limits of:

Bodily Injury by Accident	\$100,000.00 per employee
Bodily Injury by Disease	\$100,000.00 per employee
Bodily Injury by Disease	\$500,000.00 policy limit

- B. Commercial General Liability Policy(ies) as follows:

General Aggregate Limit	\$2,000,000.00
Products & Completed Operations Limit	\$2,000,000.00
Each Occurrence	\$1,000,000.00
Personal & Advertising Injury Limit	\$1,000,000.00

- C. Automobile Liability

Combined Single Limit	\$1,000,000.00
-----------------------	----------------

- D. Liability for property damage in the amount of \$3,000,000.00, including contents coverage for all records maintained pursuant to this Contract.

- E. Failure to provide Proof of Insurance within the timeframe described above will result in the termination of this contract.

- F. All policies must be issued by an insurance company licensed to do business in the State of Georgia, with a minimum AM Best rating of A-, and signed by an authorized agent.

- G. As stated above, contractor shall procure and maintain insurance which shall protect the contractor and the state from any claims for bodily injury, property damage, or personal injury which may arise out of operations under the agreement. Contractor shall procure the insurance policies at the contractor's own expense. All coverage shall remain in full force and effect during the initial term of the agreement and any renewal or extension thereof. All policies shall contain a provision that coverage afforded under the policies shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty (30) calendar days after written notice has been given to the state certificate holder on the certificate of insurance. Contractor shall furnish the state an insurance certificate listing the state as certificate holder. The insurance certificate must document that the liability insurance coverage purchased by the contractor includes contractual

liability coverage to protect the state. The certificate shall be furnished no later than ten (10) business days after notification of the State's intent to award a contract. In addition, the insurance certificate must provide the following information:

1. Name and address of authorized agent
2. Name and address of insured
3. Name of insurance company (licensed to operate in Georgia)
4. Description of coverage in standard terminology
5. Policy period
6. Limits of liability
7. Name and address of certificate holder
8. Acknowledgment of notice of cancellation to the state
9. Signature of authorized agent
10. Telephone number of authorized agent
11. Details of policy exclusions in comments section of insurance certificate

Certificate of Insurance (Sample)				
INSTRUCTIONS TO PRODUCING AGENT: Complete the shaded portions of this certificate and return to the Insured. No condition, term, qualification, limitation, exception, exemption, modification, or proviso shall appear on the certificate.				
Name, Address and Telephone Number of Producing Agent			CONTRACT NUMBER:	
			CONTRACT NAME:	
Name and Address of Insured Contractor			Certificate Holder (Owner)	
Type of Insurance (include brief description)	Policy No.	Company Affording Coverage	Policy Period Dates (MM/DD/YY)	Limits
Commercial General Liability				General Aggregate (Per Project) Products-Co./Op Agg Personal & Adv injury Contractual Each Occurrence
Commercial Business Automobile Liability Including, but not limited to, owned, hired and non-owned autos				Combined Single Limit OR Bodily Injury (per person) Property Damage
Workers Compensation				GA Statutory Limits Each Occurrence Disease - Policy Limit Disease Each Employee
Commercial Umbrella Liability				Each Occurrence Aggregate
Employers' Liability				Each Occurrence Disease - Policy Limit Disease Each Employee
Additional:				
Such insurance as is herein certified (i) applies to all insurance issues in connection with the work required by the provisions of the documents forming the contract, (ii) applies whether or not the contract documents between the insured contractor and the Owner have been executed, (iii) is written in accordance with the company's regular policies and endorsements, subject to the company's applicable manuals or rules and rates in effect, as modified by this certificate and the insurance article of the contract, (iv) have been issued to the insured named above, and (v) are in force at this time.				
The Officers, Members, & Employees of the Owner and the State of Georgia are included as additional insureds as their interests may appear. Each Insurer is hereby notified that the statutory requirement that the Attorney General of Georgia shall represent and defend the Indemnities remains in full force and effect and is not waived by issuance of any policy of insurance.				
Each policy shall contain a provision that coverage afforded under the policies will not be canceled (or not renewed or allowed to lapse for any reason) until at least thirty (30) days after Owner has received notice thereof as evidenced by return receipt of registered letter. All policies must be issued by an insurance company licensed to do business in the State of Georgia, with a minimum AM Best rating of A-, and signed by an authorized agent.				
Authorized Representative: _____ Date: _____				
Type Name: _____				



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0129

Meeting Date: 2/17/2021

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



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0130

Meeting Date: 2/17/2021

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

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: Attached is a list of emergency procurements for the County for the period 1/25/2021 through 2/5/2021.

Contract Modification

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

Not Applicable

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

Exhibit 1: List of County Emergency Procurements

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

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

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

Match Required: 0.00

Start Date: 0.00

End Date: 0.00

Match Account \$: 0.00

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

Fiscal Impact / Funding Source

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

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 1/25/2021 through 2/5/2021.

CONTRACT MODIFICATION

CONTRACT & COMPLIANCE INFORMATION *(Provide Contractor and Subcontractor details.)*

Not Applicable

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

Exhibit 1: List of County Emergency Procurements

CONTACT INFORMATION *(Type Name, Title, Agency and Phone)*

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

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
Match Required: 0.00
Start Date: 0.00
End Date: 0.00
Match Account \$: 0.00

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

FISCAL IMPACT / FUNDING SOURCE

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

FULTON COUNTY EMERGENCY PROCUREMENTS 1/25/2021 - 2/5/2021

Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Source	Amount
1/28/2021	Warehouse equipment and supplies	AFCEMA	ULINE, Inc.	COVID-19	\$8,223.89
1/28/2021	Warehouse Supplies	AFCEMA	Home Depot	COVID-19	\$428.35
1/28/2021	Warehouse Supplies	AFCEMA	Office Depot	COVID-19	\$2,575.51
2/8/2021	Emergency COVID-19 Response Support Services	AFCEMA	Emergency Management Services International, Inc.	COVID-19	\$1,242,943.00
			TOTAL		\$1,254,170.75

FULTON COUNTY EMERGENCY PROCUREMENTS 1/25/2021 - 2/5/2021

Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Source	Amount
1/28/2021	Warehouse equipment and supplies	AFCEMA	ULINE, Inc.	COVID-19	\$8,223.89
1/28/2021	Warehouse Supplies	AFCEMA	Home Depot	COVID-19	\$428.35
1/28/2021	Warehouse Supplies	AFCEMA	Office Depot	COVID-19	\$2,575.51
2/8/2021	Emergency COVID-19 Response Support Services	AFCEMA	Emergency Management Services International, Inc.	COVID-19	\$1,242,943.00
			TOTAL		\$1,254,170.75



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0131

Meeting Date: 2/17/2021

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

Request approval of a Resolution to extend emergency purchasing authority of the Chairman and County Manager for COVID-19 related purchases.

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

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

1 **A RESOLUTION TO EXTEND EMERGENCY PURCHASING AUTHORITY OF THE**
2 **CHAIRMAN AND COUNTY MANAGER FOR COVID-19 RELATED PURCHASES;**
3 **AND FOR OTHER PURPOSES**
4

5 **WHEREAS**, beginning in March 2020, Fulton County, Georgia has been impacted
6 by the threat and spread of a novel coronavirus known as SARS-CoV-2 (COVID-19); and

7 **WHEREAS**, on March 18, 2020, the Board of Commissioners (“BOC”) passed
8 Resolution No. 20-0237 authorizing the Chairman and the County Manager to execute
9 any documents, including but not limited to contracts, memoranda of understanding or
10 declarations necessary to ensure the maintenance of critical governmental functions
11 during the pandemic; and

12 **WHEREAS**, this authority granted to the Chairman and County Manager, as
13 extended, expires on March 3, 2021; and

14 **WHEREAS**, COVID-19 continues to be a prevalent health concern in Fulton
15 County and Fulton County needs to continue COVID-19 related emergency purchases to
16 maintain critical Fulton County operations and infrastructure; and

17 **WHEREAS**, the BOC wishes to extend the authorization granted to the County
18 Manager and Chairman to continue to make COVID-19 related emergency purchases
19 using the same process that was put into place to handle C.A.R.E.S. Act funded projects
20 consistent with Fulton County Code of Ordinances § 102-385.

21 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
22 extends the time period of COVID-19 related emergency purchasing authority to the
23 County Manager and Chairman until April 7, 2021.

24 **BE IT FURTHER RESOLVED**, that the Chairman or the County Manager are
25 hereby authorized to execute any documents, including but not limited to contracts,

1 memoranda of understanding or declarations necessary to ensure the maintenance of
2 critical governmental functions.

3 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon
4 adoption and shall continue until further notice.

5 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
6 Georgia, this ____ day of _____, 2021.

7 **FULTON COUNTY BOARD OF**
8 **COMMISSIONERS**

9 **SPONSORED BY:**

10
11
12
13
14 _____
15 Chairman Robert L. Pitts

16 **ATTEST:**

17
18
19
20
21 _____
22 Tonya R. Grier
23 Clerk to the Commission

24 **APPROVED AS TO FORM:**

25
26
27
28
29 _____
30 Kaye Woodard Burwell
31 Interim County Attorney

32
33
34 P:\CALegislation\BOC\Resolutions\2021 Resolutions\Pitts\2.8.2021 Resolution to continue COVID19 Emergency Purchases.docx
35



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0097

Meeting Date: 2/17/2021

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

Request approval to renew existing contracts - Fulton County Information Technology, Bid #19ITBC05212019K-DB, Computer Hardware Equipment Refresh in an amount not to exceed \$2,058,460.00 with (A) Dell Marketing, L.P. (Round Rock, TX) in the amount of \$1,758,460.00 and (B) CDW Government (Vernon Hills, IL) in the amount of \$300,000.00 for specialty computing devices to include iPads, IMacs, MS Surface Pros and supporting peripherals. This action exercises the first of two renewal options. One renewal option remains. Effective dates: Upon BOC approval through 12/31/2021.

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

In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date, 60 days if the contract term is six (6) months or less.

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

Open and Responsible Government

Is this a purchasing item?

Yes

Summary & Background

Scope of Work: The Department of Information Technology recommends approval to renew the existing Computer Hardware Equipment Refresh contract agreement. This project is for the purchase of enterprise class computing devices (PCs, laptops, monitors, docking stations and other computer related equipment) as part of the Technology Refresh Sustain Initiative. All computing devices greater than 5 years of age will be part of the upgrade process. Annually, devices will be replaced that do not meet the new standard. FCIT recommends this approval request is to include the purchase of Specialty devices & accessories (iPads, IMacs, MS Surface Pros and supporting peripherals, docking stations, printers and other computer related equipment).

Community Impact: Implementation of the net new devices and accessories will enhance the efficiency of county employees by upgrading the computing peripherals used to deliver services to citizens and visitors to Fulton County.

Department Recommendation: Information Technology recommends approval.

Project Implications: Failure to maintain will result in sluggish performance and the inability to have departmental applications supported.

Community Issues/Concerns: There are no community concerns with this item.

Department Issues/Concerns: There are no departmental concerns with this item.

Contract Modification

Dell Marketing, L.P.			
CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Award Amount	19-0699	9/4/19	\$2,060,825.00
Consent Agenda	19-0765	10/2/19	\$0.00
Amendment No.1	19-1133	12/18/19	\$500,000.00
Renewal No. 1			\$1,758,460.00
Total revised Amount			\$4,319,285.00
CDW Government			
CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Award Amount	19-0699	9/4/19	\$264,175.00
Consent Agenda	19-0765	10/2/2019	\$0.00
Amendment No.1	19-1133	12/18/19	\$375,000.00
Renewal No. 1			\$300,000.00
Total revised Amount			\$939,175.00

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

(A.)

Contract Value: \$1,758,460.00
Prime Vendor: Dell Marketing, LP
Prime Status: Non-Minority
Location: Round Rock, TX
County: Williamson County

Prime Value: \$1,758,460.00 or 100.00%

Total Contract Value: \$1,758,460.00 or 100.00%
Total M/FBE Value: \$-0-

(B.)

Contract Value: \$300,000.00
Prime Vendor: CDW Government, LLC
Prime Status: Non-Minority
Location: Vernon Hills, IL
County: Jefferson County
Prime Value: \$300,000 or 100.00%

Total Contract Value: \$300,000.00 or 100.00%
Total M/FBE Value: \$-0-

Grand Contract Value: \$2,058,460.00 or 100.00%
Grand M/FBE Value: \$-0-

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

Exhibit 1: Contractor's Performance Reports
Exhibit 2: Contract Renewal Agreement Forms
Exhibit 3: Contract Renewal Evaluation

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

Glenn Melendez, CIO, Information Technology, (404) 612-0192

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount: \$2,325,000.0
Previous Adjustments: \$875,000.00
This Request: \$2,058,460.00
TOTAL: \$5,258,460.00

Grant Information Summary

Amount Requested:

☐ Cash

Match Required:

☐ In-Kind

Start Date:

☐ Approval to Award

End Date:

☐ Apply & Accept

Match Account \$:

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

500-220-2200-A060- PC Refresh, \$1,508,460.00

Funding Line 2:

Specialty Devices- Funding to be provided by requesting agencies, \$300,000.00

Funding Line 3:

Net New Devices- Funding to be provided by requesting agencies, \$250,000.00

Funding Line 4:[Click here to enter text.](#)**Funding Line 5:**[Click here to enter text.](#)**Key Contract Terms****Start Date:** Upon BOC
Approval**End Date:** 12/31/2021**Cost Adjustment:**
\$2,058,460.00**Renewal/Extension Terms:** Renewal 1 of 2**Overall Contractor Performance Rating:****Would you select/recommend this vendor again?**

Yes

Report Period Start:
10/1/2020**Report Period End:**
12/31/2020

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT
GOODS AND COMMODITIES SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
10/1/2020	12/31/2020	1/20/2021	12/31/2021
PO Number			PO Date
Department	INFORMATION TECHNOLOGY		
Bid Number	19ITBC05212019K-DB		
Service Commodity	Desktop Computers		
Contractor	Dell Marketing, LP		

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

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

Comments:

☐ 0
☐ 1
☐ 2
☐ 3
☒ 4

The quality of the Dell Desktops and Laptops meet and exceed County Specifications with a 5 year warranty. If there are any issues with the equipment up delivery or in field services are addressed in a timely manner that also exceeds the County expectations.

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

Comments:

☐ 0
☐ 1
☐ 2
☐ 3
☒ 4

Dell has consistently met the requirements for delivery and warranty support. Warranty repairs are completed within 2 business days. If the equipment can not be repaired it is replaced under warranty.

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

Comments:

☐ 0
☐ 1
☐ 2
☒ 3
☐ 4

Dell continues to prompt responses to inquires for quotes and service issues.

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

0

1

2

3

4

Comments:

Dell ensures that equipment orders are filled with items according to specifications. Dell ensures that the equipment is available and represents the County during internal meetings to escalate orders despite the COVID-19 pandemic.

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

0

1

2

3

4

Comments:

Dell has provided Fulton County with a dedicated support team that is professional and sensitive to the needs of the County. Dell staff in consistent in promptly responding to inquiries and quotes.

Overall Performance Rating: 3.8		
Would you select/recommend this vendor again? (Check box for Yes. Leave Blank for No) <div><div></div> Yes <div></div> No</div>	Rating completed by:	Natasha.Rosser
Department Head Name	Department Head Signature	Date
Glenn Melendez	<div>Glenn Melendez</div> <div>Glenn Melendez (Jan 11, 2021 11:57 EST)</div>	1/11/2021

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT
GOODS AND COMMODITIES SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
10/1/2020	12/31/2020	1/20/2021	12/31/2021
PO Number			PO Date
Department	INFORMATION TECHNOLOGY		
Bid Number	19ITBC05212019K-DB		
Service Commodity	Desktop Computers		
Contractor	CDW Government, LLC		

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

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

Comments:

Quality of goods/ services has been excellent overall. The vendor is responsive. Orders are usually received within a timely manner. Reports/ Administration from the vendor account representatives is above average.

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

Comments:

Timeliness of performance has been good overall. If any changes were required, there were no issues with modifying orders/ services.

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

Comments:

Vendor communications has been excellent. There were no issues with coordinating or responsiveness.

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

0

1

2

3

4

Comments:

Quality expectations concerning budgets/ invoicing have exceeded expectations.

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

0

1

2

3

4

Comments:

Contractors key personnel (supervisory/ management) have not been needed for any pressing issues, but have been readily available to assist.

Overall Performance Rating: 3.8		
Would you select/recommend this vendor again? (Check box for Yes. Leave Blank for No) <div><div></div> Yes <div></div> No</div>	Rating completed by:	Natasha.Rosser
Department Head Name	Department Head Signature	Date
Glenn Melendez	<div>Glenn Melendez</div> <div>Glenn Melendez (Jan 11, 2021 11:57 EST)</div>	1/11/2021



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Information Technology

BID/RFP# NUMBER: 19ITBC05212019K-DB

BID/RFP# TITLE: Fulton County Government Computer Hardware Equipment Refresh

ORIGINAL APPROVAL DATE: September 4, 2019

RENEWAL PERIOD: FROM: Upon BOC Approval **THROUGH** December 31, 2021

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$ 1,758,460.00

COMPANY'S NAME: DELL MARKETING, L.P.

ADDRESS: One Dell Way

CITY: Round Rock

STATE: Texas

ZIP: 78682

This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners on BOC DATE: **BOC NUMBER:**

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications for Bid/RFP# 19ITBC05212019K-DB.

(Person signing must have signature authority for the company/corporation)

NAME: _____ (Print)
(CEO, President, Vice President)

VENDOR'S SIGNATURE: _____ **DATE:** _____

ATTEST:

NOTARY PUBLIC: _____

TITLE: _____ **COUNTY:** _____

SEAL (Affix) **MY COMMISSION EXPIRES:** _____

FULTON COUNTY, GEORGIA

ROBERT L. PITTS, CHAIRMAN
FULTON COUNTY BOARD OF COMMISSIONERS

DATE: _____

ATTEST:

TONYA R. GRIER
CHIEF DEPUTY CLERK TO THE COMMISSION

DATE: _____

SEAL (Affix)

DEPARTMENT AUTHORIZES RENEWAL OPTION ON THE AFOREMENTIONED BID/RFP:

DEPARTMENT HEAD: Glenn Melendez (Print)

DEPARTMENT HEAD SIGNATURE: _____ **DATE** _____

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

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Information Technology

BID/RFP# NUMBER: 19ITBC05212019K-DB

BID/RFP# TITLE: Fulton County Government Computer Hardware Equipment Refresh

ORIGINAL APPROVAL DATE: September 4, 2019

RENEWAL PERIOD: FROM: Upon BOC Approval **THROUGH** December 31, 2021

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$ 300,000.00

COMPANY'S NAME: CDW Government

ADDRESS: 230 N Milwaukee Ave

CITY: Vernon Hills

STATE: Illinois

ZIP: 60061

This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners on BOC DATE: **BOC NUMBER:**

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications for Bid/RFP# 19ITBC05212019K-DB.

(Person signing must have signature authority for the company/corporation)

NAME: _____ (Print)
(CEO, President, Vice President)

VENDOR'S SIGNATURE: _____ **DATE:** _____

ATTEST:

NOTARY PUBLIC: _____

TITLE: _____ **COUNTY:** _____

SEAL (Affix) **MY COMMISSION EXPIRES:** _____

FULTON COUNTY, GEORGIA

ROBERT L. PITTS, CHAIRMAN
FULTON COUNTY BOARD OF COMMISSIONERS
DATE: _____

ATTEST:

TONYA R. GRIER
CHIEF DEPUTY CLERK TO THE COMMISSION
DATE: _____

SEAL (Affix)

DEPARTMENT AUTHORIZES RENEWAL OPTION ON THE AFOREMENTIONED BID/RFP:

DEPARTMENT HEAD: Glenn Melendez (Print)

DEPARTMENT HEAD SIGNATURE: _____ **DATE** _____

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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Contract Renewal Evaluation Form

Date:	January 22, 2021
Department:	INFORMATION TECHNOLOGY
Contract Number:	19ITBC05212019K-DB
Contract Title:	Dell - Computer Hardware Equipment

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

This project is for the purchase of enterprise class computing devices (PCs, laptops, monitors, docking stations and other computer related equipment) as part of the Technology Refresh Sustain Initiative. All computing devices greater than 5 years of age will be part of the upgrade process. Annually, devices will be replaced that do not meet the new standard. FCIT recommends this approval request is to include the purchase of Specialty devices & accessories (iPads, IMacs, MS Surface Pros and supporting peripherals, docking stations, printers and other computer related equipment).

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

☐ Internet search of pricing for same product or service:

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

Explanation / Notes:

This procurement was conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this bid is code Selection 102-373, Competitive Sealed Bid.

☐ **Market Survey of other jurisdictions:**

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Click here to enter text.

Explanation / Notes:

Click here to enter text.

☐ **Other (Describe in detail the analysis conducted and the outcome):**

Click here to enter text.

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

2019 2,060,825

2020 500,000

4. Does the renewal option include an adjustment for inflation?
(Information can be obtained from CPI index)

☐ Yes

☒ No

Was it part of the initial contract?

☐ Yes

☒ No

Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.

Percent difference between past purchase price and renewal price:

[Click here to enter text.](#)

Explanation / Notes:

[Click here to enter text.](#)

5. Is this a seasonal item or service? ☐ Yes ☒ No

6. Has an analysis been conducted to determine if this service can be performed in-house? ☐ Yes
☒ No If yes, attach the analysis.

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

Failure to maintain will result in sluggish performance and the inability to have departmental applications supported.

Sherri McNair

January 22, 2021

Prepared by

Date

Glenn Melendez

January 22, 2021

Department Head

Date

Contract Renewal Evaluation Form

Date:	January 22, 2021
Department:	INFORMATION TECHNOLOGY
Contract Number:	19ITBC05212019K-DB
Contract Title:	CDW - Computer Hardware Equipment

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

This project is for the purchase of enterprise class computing devices (PCs, laptops, monitors, docking stations and other computer related equipment) as part of the Technology Refresh Sustain Initiative. All computing devices greater than 5 years of age will be part of the upgrade process. Annually, devices will be replaced that do not meet the new standard. FCIT recommends this approval request is to include the purchase of Specialty devices & accessories (iPads, IMacs, MS Surface Pros and supporting peripherals, docking stations, printers and other computer related equipment).

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

☐ Internet search of pricing for same product or service:

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

Explanation / Notes:

This procurement was conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this bid is code Selection 102-373, Competitive Sealed Bid.

☐ **Market Survey of other jurisdictions:**

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Click here to enter text.

Explanation / Notes:

Click here to enter text.

☐ **Other (Describe in detail the analysis conducted and the outcome):**

Click here to enter text.

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

2019 264,175

2020 375,000

4. Does the renewal option include an adjustment for inflation?
(Information can be obtained from CPI index)

☐ Yes

☒ No

Was it part of the initial contract?

☐ Yes

☒ No

Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.

Percent difference between past purchase price and renewal price:

[Click here to enter text.](#)

Explanation / Notes:

[Click here to enter text.](#)

5. Is this a seasonal item or service? ☐ Yes ☒ No

6. Has an analysis been conducted to determine if this service can be performed in-house? ☐ Yes
☒ No If yes, attach the analysis.

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

[Click here to enter text.](#)

Sherri McNair

January 22, 2021

Prepared by

Date

Glenn Melendez

January 22, 2021

Department Head

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0132

Meeting Date: 2/17/2021

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

Request approval to extend existing contracts - Department of Real Estate and Asset Management, 17ITB109620C-BKJ, Janitorial Services for Selected Fulton County Facilities (Groups C, D & G) in the total amount of \$148,043 with (A) Diversified Maintenance-RWS, LLC(Birmingham, AL) in the amount of \$111,110; and (B) A-Action Janitorial Service, Inc. (Lithonia, GA) in the amount of \$36,933 to continue to provide janitorial services for selected Fulton County facilities for two (2) additional months. Effective dates: March 1, 2021 through April 30, 2021.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background *(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: To provide general cleaning for selected Fulton County facilities for the Department of Real Estate and Asset Management (DREAM). Janitorial contractors shall furnish all materials, labor, cleaning supplies, restroom supplies (including feminine products, soap, toilet seat covers, toilet tissue, paper towels, and other required supplies) and equipment necessary to provide the highest quality janitorial services at these facilities which consists of:

Diversified Maintenance-RWS, LLC - Group C: (Central Libraries) Consists of 5 facilities (Central,

Auburn, Martin Luther King, Peachtree, and Mechanicsville Libraries); with a total of 323,852 cleanable sq. ft.; and **Group G:** (North Senior Centers) - Consists of 5 facilities (HG Darnell, North Fulton, DC Benson, Dogwood and New Horizons) with a total of 74,002 cleanable sq. ft. and (Central Senior Centers) which consist of two (2) facilities (Edgewood and Helene S. Mills) with a total of 30,093 cleanable sq. ft.

A-Action Janitorial

- **Group D:** (North Fulton Libraries) - Consists of 15 facilities (Alpharetta, Milton, Buckhead, Dogwood, East Atlanta, Kirkwood, Northeast Regional, Northside, Adamsville/Collier heights, Ponce de Leon, Roswell Branch, Sandy Springs, Fulton Library at Ocee, Northwest Atlanta, and East Roswell Libraries) with a total of 225,198 cleanable sq. ft.

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

Department Recommendation: The Department of Real Estate and Asset Management recommends approval to extend existing contracts to continue to provide janitorial services for the selected Fulton County facilities, which consists of: Groups C: (Central Libraries); D (North Fulton Libraries) and G: (North Senior Centers) and (Central Senior Centers) for two (2) additional months from March 1, 2021 through April 30, 2021.

The BOC approved the 1st extension on December 2, 2020, as Item #20-0871 for two months from January 1, 2021 through February 28, 2021, to ensure continued janitorial services until the new contract is executed for FY2021.

This second request to extend for a two additional months, effective March 1, 2021 through April 30, 2021, will allow more time to complete the ITB solicitation, evaluation of bid responses, BOC recommendation approval, and contract execution process for new contracts for Groups C, D and G. The existing contracts under #17ITB109620C-BKJ will expire on February 28, 2021. The ITB solicitation documents are currently in the Purchasing Department for final review for a new ITB solicitation process. We anticipate new contracts to begin May 1, 2021.

Historical Expenditures:

as of 12/31/2020, \$550,631.20	FY2020: The County expenditure
	FY2019: The County spent \$750,724.16
	FY2018: The County spent \$893,367.00
	FY2017: The County spent \$758,401.63

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

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

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

Contract Modification

(A) Diversified Maintenance-RWS, LLC

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	17-1074	12/20/17	\$316,299.30
1st Renewal	18-0877	11/14/18	\$323,800.00
Amendment No. 1	19-0064	1/23/19	\$350,000.00
2 nd Renewal	19-1143	12/18/19	\$683,540.36
Contract Extension No. 1	20-0871	12/2/20	\$111,110.00
Contract Extension No. 2			\$111,110.00
Total Revised Amount			\$1,896,333.66

(B) A-Action Janitorial Service, Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	17-1074	12/20/17	\$226,594.40
1st Renewal	18-0877	11/14/18	\$226,595.00
2 nd Renewal	19-1143	12/18/19	\$222,595.00
Contract Extension No. 1	20-0871	12/2/20	\$36,933.00
Contract Extension No. 2			\$36,933.00
Total Revised Amount			\$749,650.40

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)***Total Contract Value: \$148,043.00****(A)**

Contract Value: \$111,110.00
Prime Vendor: Diversified maintenance-RWS, LLC
Prime Status: Non-Minority
Location: Birmingham, AL
County: Jefferson County
Prime Value: \$111,110.00 or 100.00%
Subcontractor: None

Total Contract Value: \$111,110.00 or 100.00%
Total M/FBE Value: \$-0-

(B)

Contract Value: \$36,933.00
Prime Vendor: A-Action Janitorial Service Inc.
Prime Status: African American Female Business Enterprise- Certified

Location: Lithonia, GA
County: Dekalb County
Prime Value: \$36,933.00 or 100.00%
Subcontractor: None

Total Contract Value: \$36,933.00 or 100.00%
Total M/FBE Value: \$36,933.00 or 100.00%

Grand Contract Value: \$148,043.00 or 100.00%
Grand M/FBE Value: \$36,933.00 or 24.95%

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

Exhibit 1: Extension No. 2 to Form of Contracts

Exhibit 2: Contractor Performance Reports

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$898,367.00
Previous Adjustments: \$1,955,147.36
This Request: \$148,043.00
TOTAL: \$2,996,457.36

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5221-1176: General, Real Estate and Asset Management, Cleaning Services-\$148,043.00

Funding Line 2:

[Click here to enter text.](#)

Funding Line 3:

[Click here to enter text.](#)

Funding Line 4:

[Click here to enter text.](#)

Funding Line 5:

[Click here to enter text.](#)

Key Contract Terms	
Start Date: 3/1/2021	End Date: 4/30/2021
Cost Adjustment: Click here to enter text.	Renewal/Extension Terms: Two (2) month extension

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/1/2021

Report Period End:
4/30/2021

EXTENSION NO. 2 TO FORM OF CONTRACT

Contractor: **A-Action Janitorial Service, Inc.**

Contract No. **17ITB109620C-BKJ, Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)**

Address: **6607 Tribble Street**
City, State **Lithonia, GA 30058**

Telephone: **(678) 526-7421**

E-mail: **Barbara@aactioninc.com**

Contact: **Barbara Storey**
CEO/President

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with **A-Action Janitorial Service, Inc.** to provide/perform Janitorial Services for Selected Fulton County Facilities (Groups C, D & G), dated January 1, 2018, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the County wishes to extend the subject contract, with all terms and conditions unchanged, for an additional two (2) month period from March 1, 2021 through April 30, 2021, to continue to provide without disruption janitorial services for Groups C, D & G for Fulton County; and

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

WHEREAS, this Extension was approved by the Fulton County Board of Commissioners on **February 17, 2021, BOC Item #21-** .

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

This Extension No. 2 to Form of Contract is effective as of the 1st day of March, 2021, between the County and **A-Action Janitorial Service, Inc.**, who agree that all Services specified will be performed by in accordance with this Extension No. 2 to Form of Contract and the Contract Documents for an additional two (2) months period, with the contract ending as of 30th day of April, 2021.

1. **COMPENSATION:** The services herein shall be performed by Contractor for a total amount not to exceed **\$36,933.00** (Thirty Six Thousand and Nine Hundred and Thirty Three Dollars and Zero Cents).

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

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

**A-ACTION JANITORIAL
SERVICE, INC.**

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Barbara Storey
CEO/President

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Office of the County Attorney

APPROVED AS TO CONTENT:

Notary Public

County: _____

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

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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EXTENSION NO. 2 TO FORM OF CONTRACT

Contractor: **Diversified Maintenance-RWS, LLC**

Contract No. **17ITB109620C-BKJ, Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)**

Address: **331 First Avenue North**
City, State **Birmingham, AL 35204**

Telephone: **(205) 251-9249**

E-mail: **lmcaldin@diversifiedm.com**

Contact: **Larry McAlpin**
Senior Vice President

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with **Diversified Maintenance-RWS, LLC** to provide/perform Janitorial Services for Selected Fulton County Facilities (Groups C, D & G), dated January 1, 2018, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the County wishes to extend the subject contract, with all terms and conditions unchanged, for an additional two (2) month period from March 1, 2021 through April 30, 2021, to continue to provide without disruption janitorial services for Groups C, D & G for Fulton County; and

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

WHEREAS, this Extension was approved by the Fulton County Board of Commissioners on **February 17, 2021, BOC Item #21-** .

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

This Extension No. 2 to Form of Contract is effective as of the 1st day of March, 2021, between the County and **Diversified Maintenance-RWS, LLC**, who agree that all Services specified will be performed by in accordance with this Extension No. 2 to Form of Contract and the Contract Documents for an additional two (2) months period, with the contract ending as of 30th day of April, 2021.

1. **COMPENSATION:** The services herein shall be performed by Contractor for a total amount not to exceed **\$111,110.00** (One Hundred and Eleven Thousand One Hundred and Ten Dollars and Zero Cents).

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

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

**DIVERSIFIED MAINTENANCE-
RWS, LLC**

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Larry McAlpin
Senior Vice President

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

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

Commission Expires: _____

(Affix Notary Seal)

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

CONTRACTORS PERFORMANCE REPORT
PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
1/1/2020	6/30/2020	1/1/2020	12/31/2020
PO Number			PO Date
DO 031120-0678			1/1/2020
Department	Real Estate and Asset Management		
Bid Number	17 ITB109620C-BKJ		
Service Commodity	Janitorial contract Cleaning		
Contractor	A-Action		

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

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

☐ 0
☐ 1
☐ 2
☒ 3
☐ 4

Comments:

A-Action continues to be a good company that provides quality service to customers and county staff. Fredreka and Anthony are a very reliable asset to the County in communication efforts and cleaning efforts within this particular company.

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

☐ 0
☐ 1
☐ 2
☐ 3
☒ 4

Comments:

A-Action continues to manage, meet deadlines, and responds to inquiries from staff and customers on a daily basis. Their level of professionalism is top notch. A Action is very responsive to the county needs and request.

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

☐ 0
☐ 1

Comments:

- ☐ 2
- ☐ 3
- ☒ 4

A-Action business practice is very professional. Field staff has become very proactive with new and re-opening buildings to meet contractual needs.

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

- ☐ 0
- ☐ 1
- ☐ 2
- ☒ 3
- ☐ 4

Comments:
-Action is a solid company that meets county expectations. Their front office and field staff are very professional. A-Action invoicing meets Fulton County standards. The management team is very accountable and responsive to the county needs.

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

- ☐ 0
- ☐ 1
- ☐ 2
- ☐ 3
- ☒ 4

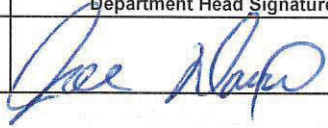
Comments:
Anthony Black and Fredericka Ross are very professional in their daily task, while interacting with county staff and customers. The two employees of A-Action understands their craft and the nature of their business that they are in. They are two outstanding employees that make A-Action stand out among other contractors. Their quality of works speaks for itself. Their professionalism and understanding of the craft continues to reach high marks with the county employees and general public.

Overall Performance Rating: 3.6

Would you select/recommend this vendor again?
Check box for Yes. Leave Blank for No)

- ☒ Yes
- ☐ No

Rating completed by: carlos.gordon

Department Head Name	Department Head Signature	Date
JOSEPH N. DAVIS		8/25/2020

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT
PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
1/1/2020	6/30/2020	1/1/2020	12/31/2020
PO Number			PO Date
DO 0312220-0685			3/12/2020
Department	Real Estate and Asset Management		
Bid Number	17ITB109620C-BKJ		
Service Commodity	Janitorial Service (Groups C & G)		
Contractor	Diversified Maintenance-RWS, LLC		

= 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>
= 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>
= 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>
= 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>
= 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>

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

☐ 0
☐ 1
☒ 2
☐ 3
☐ 4

Comments:

A change of project manager has improved quality of goods and service tremendously.

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

☐ 0
☐ 1
☒ 2
☐ 3
☐ 4

Comments:

Timelessness of performance has improved with new management team.

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

☐ 0
☐ 1

Comments:

- ☐ 2
☒ 3
☐ 4

Diversified management team has attempted to improved in communication and responsiveness when problems arises within the Senior centers or Annex locations. It is highly recommend that diversified continues to strive to improve their Q.C program.

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

- ☐ 0
☐ 1
☐ 2
☐ 3
☒ 4

Comments:

Building customers and county staff are acceptable with the nightly cleaning standards of Diversified cleaning service. The overall attitude of management has improved with the recent changes of the project manager and company responsiveness to the needs of the customers and staff has improved greatly . Billing is up to date with County standards.

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

- ☐ 0
☐ 1
☒ 2
☐ 3
☐ 4

Comments:

The new management team has vast experience and knowledge of working conditions at the county. New management supervision has performed up to standards.

Overall Performance Rating: 2.6

Would you select/recommend this vendor again?
 Check box for Yes. Leave Blank for No)

☒ Yes ☐ No

Rating completed by:

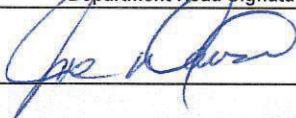
carlos.gordon

Department Head Name

Department Head Signature

Date

Joseph N. Davis



10/21/2020



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0133

Meeting Date: 2/17/2021

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

Request approval to extend existing contracts - Department of Real Estate and Asset Management, Bid#17ITB107780C-GS, Standby Emergency Repair and Restoration Services in the total amount of \$495,000 with: (A) Blackmon Mooring of Atlanta, LLC (Norcross, GA), in the amount of \$165,000; (B) CRM Services, LLC (Austell, GA), in the amount of \$165,000; and (C) Full Circle Restoration & Construction Services, Inc. (Duluth, GA), in the amount of \$165,000, to provide continued standby emergency repair and restoration services for Fulton County facilities for two (2) additional months. Effective dates: March 1, 2021 through April 30, 2021.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background *(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: These contracts provide all parts, labor, equipment, transportation and material necessary to perform emergency repair and restoration services in the event of fire, storm, water or other accidental damage to Fulton County facilities. This service operates on an "as needed" standby basis.

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

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

Department Recommendation: The Department of Real Estate and Asset Management recommends approval to extend existing contracts to provide continued standby emergency repair and restoration services for Fulton County facilities for two (2) additional months from March 1, 2021 through April 30, 2021.

The BOC approved the 1st extension on December 2, 2020, as Item #20-0879 for two months from January 1, 2021 through February 28, 2021, to ensure continued standby emergency and restoration services until the new contracts are executed for FY2021.

Now, we are requesting a 2nd extension for two (2) more additional month time period effective; March 1, 2021 through April 30, 2021, is being requested to allow more time to complete the RFP evaluation and selection of recommended proposals, BOC approval and contract execution process. The new RFP #20RFP127348C-CG closing date is Jan 26, 2021.

This extension ensures continued standby emergency repair and restoration services until the entire new RFP solicitation process is completed. The existing contracts under #17ITB107780C-GS will expire on February 28, 2021. We anticipate new contracts to begin May 1, 2021.

Historical Expenditures:

FY2020: The County's expenditures as of 12/31/2020, \$2,047,339.04 (This is not including pending expenditures for emergency restoration services and COVID-19 responses)	FY2019: The County spent
\$2,167,478.39	FY2018: The County spent \$1,540,800.51

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

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

Department Issues/Concerns: If these contract extensions are not approved, the County will not be able to respond emergencies by providing restoration services like water and fire damages restorations. This will result in interruption of County services and in loss of value of County properties.

Contract Modification

(A) Blackmon Mooring of Atlanta, LLC

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	17-1069	12/20/17	\$500,000.00
1st Renewal	18-0628	9/5/18	\$1,000,000.00
2 nd Renewal	19-0846	10/16/19	\$1,200,000.00
Contract Extension No. 1	20-0879	12/2/20	\$165,000.00
Contract Extension No. 2			\$165,000.00
Total Revised Amount			\$3,030,000.00

(B) CRM Services, LLC

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	17-1069	12/20/17	\$500,000.00
1 st Increase Spending Authority	18-0387	6/6/18	\$374,498.00
1st Renewal	18-0628	9/5/18	\$1,000,000.00
2 nd Increase Spending Authority	19-0744	9/18/19	\$450,000.00
2 nd Renewal	19-0846	10/16/19	\$1,200,000.00
Contract Extension No. 1	20-0879	12/2/20	\$165,000.00
Contract Extension No. 2			\$165,000.00
Total Revised Amount			\$3,854,498.00

(C) Full Circle Restoration

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

Total Revised Amount			\$3,030,000.00
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Contract & Compliance Information *(Provide Contractor and Subcontractor details.)***Total Contract Value: \$495,000.00****(A)**

Contract Value: \$165,000.00
Prime Vendor: Blackmon Mooring of Atlanta, LLC
Prime Status: Non-Minority
Location: Haltom City, TX
County: Tarrant County
Prime Value: \$165,000.00 or 100.00%

Total Contract Value: \$165,000.00 or 100.00%
Total M/FBE Value: \$-0-

(B)

Contract Value: \$165,000.00
Prime Vendor: CRM Services, LLC
Prime Status: Non-Minority
Location: Austell, GA
County: Cobb County
Prime Value: \$165,000.00 or 100.00%

Total Contract Value: \$165,000.00 or 100.00%
Total M/FBE Value: \$-0-

(C)

Contract Value: \$165,000.00

Prime Vendor: Full Circle Restoration Construction Services, Inc.

Prime Status: Hispanic Male Business Enterprise-Non-Certified

Location: Duluth, GA

County: Gwinnett County

Prime Value: \$156,387.00 or 94.78%

Subcontractor: Southern Flooring and Interiors

Subcontractor Status: Non-Minority

Location: Lawrenceville, GA

County: Gwinnett County

Contract Value: \$627.00 or 0.38%

Subcontractor: Porter Steel

Subcontractor Status: Non-Minority

Location: Lilburn, GA

County: Gwinnett County

Contract Value: \$627.00 or 0.38%

Subcontractor: CRDN- Certified Restoration Dry Cleaning Network

Subcontractor Status: Non-Minority

Location: Marietta, GA

County: Cobb County

Contract Value: \$627.00 or 0.38%

Subcontractor: SP Petroleum Transporters

Subcontractor Status: Non-Minority

Location: Ellenwood, GA

County: Clayton County

Contract Value: \$627.00 or 0.38%

Subcontractor: ERS of Metro Atlanta

Subcontractor Status: Non-Minority

Location: Norcross, GA

County: Gwinnett County

Contract Value: \$627.00 or 0.38%

Subcontractor: Culpepper Group

Subcontractor Status: Non-Minority

Location: Marietta, GA

County: Cobb County

Contract Value: \$627.00 or 0.38%

Subcontractor: American Environmental Management Services

Subcontractor Status: Non-Minority

Location: Decatur, GA

County: Dekalb County

Contract Value: \$627.00 or 0.38%

Subcontractor: Century Fire Protection

Subcontractor Status: Non-Minority

Location: Duluth, GA

County: Gwinnett County

Contract Value: \$627.00 or 0.38%

Subcontractor: Applied Technical Services

Subcontractor Status: Non-Minority

Location: Marietta, GA

County: Cobb County

Contract Value: \$627.00 or 0.38%

Subcontractor: Marquise Plumbing

Subcontractor Status: Non-Minority

Location: Suwanee, GA

County: Gwinnett County

Contract Value: \$1,171.50 or 0.71%

Subcontractor: Thrower Electric

Subcontractor Status: Non-Minority

Location: Loganville, GA

County: Walton County

Contract Value: \$627.00 or 0.38%

Subcontractor: United Maintenance

Subcontractor Status: White Female Business Enterprise-Non-Certified

Location: Atlanta, GA

County: Fulton County

Contract Value: \$1,171.50 or 0.71%

Agenda Item No.: 21-0133

Meeting Date: 2/17/2021

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

Total M/FBE Value: **\$157,558.50 or 95.49%**

Grand Contract Value: **\$495,000.00 or 100.00%**

Grand M/FBE Value: **\$157,558.00 or 31.83%**

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

Exhibit 1: Extension No. 2 to Form of Contracts

Exhibit 2: Contractor's Performance Reports

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$1,500,000.00

Previous Adjustments: \$7,919,498.00

This Request: \$495,000.00

TOTAL: \$9,914,498.00

Grant Information Summary

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

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

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

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

Match Account \$: [Click here to enter text.](#)

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

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

500-520-5200-M004: Capital, Real Estate and Asset Management, Interiors -\$495,000

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

Funding Line 2:

[Click here to enter text.](#)

Funding Line 3:

[Click here to enter text.](#)

Funding Line 4:

[Click here to enter text.](#)

Funding Line 5:

[Click here to enter text.](#)

Key Contract Terms	
Start Date: 3/1/2021	End Date: 4/30/2021
Cost Adjustment: Click here to enter text.	Renewal/Extension Terms: TV (2) months extension

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/1/2021

Report Period End:
4/30/2021

EXTENSION NO. 2 TO FORM OF CONTRACT

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

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

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

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

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

Contact: **Tom Head**
President

W I T N E S S E T H

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

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

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

WHEREAS, this Extension was approved by the Fulton County Board of Commissioners on **February 17, 2021, BOC Item #21-** .

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

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

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

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

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

**BLACKMON MOORING OF
ATLANTA, LLC**

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Tom Head
President

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

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

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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EXTENSION NO. 2 TO FORM OF CONTRACT

Contractor: **CRM Services, LLC**

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

Address: **3961 Floyd Road, Suite 300336**
City, State **Austell, GA 30106**

Telephone: **(678) 540-8606**

E-mail: **quincy@crmservicesllc.com**

Contact: **Anquison L. Collins**
President

W I T N E S S E T H

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

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

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

WHEREAS, this Extension was approved by the Fulton County Board of Commissioners on **February 17, 2021, BOC Item #21-** .

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

This Extension No. 2 to Form of Contract is effective as of the 1st day of March, 2021, between the County and **CRM Services, LLC**, who agree that all Services specified will be performed by in accordance with this Extension No. 2 to Form of Contract and the Contract Documents for an additional two (2) months period, with the contract ending as of 30th day of April, 2021.

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

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

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

CRM SERVICES, LLC

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Quincy L. Collins
President

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

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

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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EXTENSION NO. 2 TO FORM OF CONTRACT

Contractor: **Full Circle Restoration and Construction Services, Inc.**

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

Address: **4325 River Green Parkway**
City, State **Duluth, GA 30096-3400**

Telephone: **(770) 232-9797**

E-mail: **orlando@fullcyclerestoration.com**

Contact: **Orlando Ojeda**
President

W I T N E S S E T H

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

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

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

WHEREAS, this Extension was approved by the Fulton County Board of Commissioners on **February 17, 2021, BOC Item #21-** .

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

This Extension No. 2 to Form of Contract is effective as of the 1st day of March, 2021, between the County and **Full Circle Restoration and Construction Services, Inc.**, who agree that all Services specified will be performed by in accordance with this Extension No. 2 to Form of Contract and the Contract Documents for an additional two (2) months period, with the contract ending as of 30th day of April, 2021.

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

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

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

**FULL CIRCLE RESTORATION
AND CONSTRUCTION
SERVICES, INC**

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Orlando Ojeda
President

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Office of the County Attorney

APPROVED AS TO CONTENT:

Notary Public

County: _____

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

Commission Expires: _____

(Affix Notary Seal)

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

CONTRACTORS PERFORMANCE REPORT
PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
1/1/2020	6/30/2020	1/1/2020	12/31/2020
PO Number			PO Date
021519_0200			4/10/2020
Department	Real Estate and Asset Management		
Bid Number	17ITB107780C-GS		
Service Commodity	Standby Emergency Repair and Restoration Services		
Contractor	BMS Cat aka Black Mooring		

= Unsatisfactory	<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>
= 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>
= 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>
= 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>
= 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>

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

Comments:

☐ 0
☐ 1
☐ 2
☒ 3
☐ 4

BMS CAT has achieved contract requirements 90% of time; and are generally responsive. BMS CAT has provide has provide good report administration however the prices appears to be higher on the construction side when given opportunities to provide estimates for projects other the mitigation .

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

Comments:

☐ 0
☐ 1
☐ 2
☒ 3
☐ 4

BMS CAT achieves contract 90% of time. Employees have habit of being late in responding on time even when they provide ETA.. Some of key employees are highly competent and seldom require a lot of guidance. Once onsite the perform work satisfactorily.

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

Comments:

☐ 0
☐ 1

☐ 2
 ☒ 3
 ☐ 4

Business relationship is good because they are responsive to our needs and for the most part achieves scope of work. Some of the projects have been outstanding depending on the sub-contractor assigned to job.

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

☐ 0
 ☐ 1
 ☐ 2
 ☒ 3
 ☐ 4

Comments:
 During this review period, BMS CAT has meet Customer Satisfaction 80% of the time and are always responsive to my end user request. Key employees are highly knowledgeable and responsive.

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

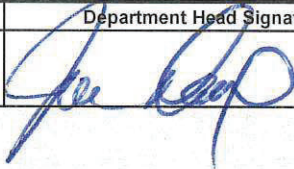
☐ 0
 ☐ 1
 ☐ 2
 ☒ 3
 ☐ 4

Comments:
 During this review period the Key Personnel have good in meeting 90% of contract requirements however there have been. Effective supervision has been available ad response for additional information has been timely

Overall Performance Rating: 3.0

Would you select/recommend this vendor again?
 Check box for Yes. Leave Blank for No)
 ☒ Yes
 ☐ No

Rating completed by: Alfred Jones

Department Head Name	Department Head Signature	Date
JOSEPH N. Davis		10/21/2020

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT
PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
1/1/2020	6/30/2020	1/1/2020	12/31/2020
PO Number			PO Date
012519			4/20/2020
Department	Real Estate and Asset Management		
Bid Number	17ITB107780C-GS		
Service Commodity	Standby Emergency Repair and Restoration Services		
Contractor	CRM Services, LLC		

= Unsatisfactory	Achieves contract requirements less than 50% of the time, not responsive, effective and/or efficient, unacceptable delay, incompetence, high degree of customer dissatisfaction.
= Poor	Achieves contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.
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= Excellent	Achieves contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.

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

☐ 0
☐ 1
☐ 2
☒ 3
☐ 4

Comments:

CRM has adhered to the established work plan and met 90% of contractually specified technical requirements during the service period. All inquiries and responses for information has been timely and explained in detail providing opportunity for Fulton County to make adjustments and agree upon changes as needed without compromising work plan.

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

☐ 0
☐ 1
☐ 2
☐ 3
☒ 4

Comments:

During this review period, CRM has met contractually specified milestones and proved to have a high degree of reliability. During this review period milestones per contract has exceeded expectations. CRM has been selected as COVID-19 Vendors during pandemic and has established work class cleaning that no others can match.

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

☐ 0
☐ 1

Comments:

- ☐ 2
☐ 3
☒ 4

Business relationship between CRM and Fulton County has been great to the point that many of our external customers are requesting them by name to perform or complete projects for them. Because of CRM expertise DREAM has been able to call upon them to assist with projects when the primary vendor could not carry thru their promise.

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

- ☐ 0
☐ 1
☐ 2
☐ 3
☒ 4

Comments:

During this review period, CRM has delivered the scope of contractually obligated services. For the most part, end users have been impressed with the quantity and quality of work performed. CRM continues to strive to professional standards in all they do for Fulton County and does it with a smile.

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

- ☐ 0
☐ 1
☐ 2
☐ 3
☒ 4

Comments:

CRM Senior Management and workers continuously demonstrate a high degree of professionalism during this review period. Project status is communicated timely and thoroughly and they are very reliable and responsive to our needs.

Overall Performance Rating: 3.8

Would you select/recommend this vendor again?
Check box for Yes. Leave Blank for No)

☒ Yes ☐ No

Rating completed by:

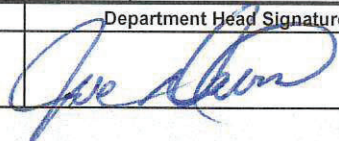
Alfred Jones

Department Head Name

Department Head Signature

Date

JOSEPH N. DAVIS



10/21/2020

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT
PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
7/1/2020	9/30/2020	1/1/2020	12/31/2020
PO Number			PO Date
012519			4/20/2020
Department	Real Estate and Asset Management		
Bid Number	17ITB107780C-GS		
Service Commodity	Standby Emergency Repair and Restoration Services		
Contractor	CRM Services, LLC		

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

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

☐ 0
☐ 1
☐ 2
☐ 3
☒ 4

Comments:

CRM has adhered to the established work plan and met 90% of contractually specified technical requirements during the service period. All inquiries and responses for information has been timely and explained in detail providing opportunity for Fulton County to make adjustments and agree upon changes as needed without compromising work plan.

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

☐ 0
☐ 1
☐ 2
☐ 3
☒ 4

Comments:

During this review period, CRM has met contractually specified milestones and proved to have a high degree of reliability. During this review period milestones per contract has exceeded expectations. CRM has been selected as COVID-19 Vendors during pandemic and has established work class cleaning that no others can match.

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

☐ 0
☐ 1

Comments:

☐ 2
 ☐ 3
 ☒ 4

Business relationship between CRM and Fulton County has been great to the point that many of our external customers are requesting them by name to perform or complete projects for them. Because of CRM expertise DREAM has been able to call upon them to assist with projects when the primary vendor could not carry thru there promise.

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

☐ 0
 ☐ 1
 ☐ 2
 ☐ 3
 ☒ 4

Comments:
 During this review period, CRM has delivered the scope of contractually obligated services.. For the most part, end users have been impressed with the quantity and quality of work performed. CRM continues to strive to professional standards in all they do for Fulton County and does it with a smile.

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

☐ 0
 ☐ 1
 ☐ 2
 ☐ 3
 ☒ 4

Comments:
 CRM Senior Management and workers continuously demonstrate a high degree of professionalism during this review period. Project status is communicated timely and thoroughly and they are very reliable and responsive to our needs.

Overall Performance Rating: 4.0

Would you select/recommend this vendor again?
 Check box for Yes. Leave Blank for No)

Rating completed by: Alfred Jones

☒ Yes ☐ No

Department Head Name	Department Head Signature	Date
JOSEPH N. DAVIS		10/21/2020

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT
PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
1/1/2020	3/31/2020	1/1/2020	12/31/2020
PO Number			PO Date
021519-0198			1/25/2019
Department	Real Estate and Asset Management		
Bid Number	17ITB107780C-GS		
Service Commodity	Standby Emergency Repair and Restoration Services		
Contractor	Full Circle Restoration		

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

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

☐ 0
☐ 1
☐ 2
☐ 3
☒ 4

Comments:

Full Circle has demonstrated the technical excellence, Report administration and provide outstanding good and services to Fulton County during this reporting period, They are very knowledgeable of industry standards and bring state of the art equipment when it comes to restoration and mitigation.

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

☐ 0
☐ 1
☐ 2
☐ 3
☒ 4

Comments:

Milestones was not only met but exceeded in most contracts. Response time were most meet within 1 hour of notification. Occasionally, due to the Atlanta traffic situation during "rush hours" there has been delays but Full Circle commitment to responsiveness was demonstrated via being in constant communication with contact manager to provide eta of arrival. Once on the scene, emergency equipment followed and the necessary action was taken to mitigate and reduce exposure and property damage.

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

☐ 0
☐ 1

Comments:

- ☐ 2
☒ 3
☐ 4

Full Circle has been very responsive to inquires and always provide notifications of problems that were discovered upon performing mitigations services. They a thorough in explaining in detail cost effective solutions. Full Circle has been very responsive to providing proposals with anticipation of delivering a project when sometimes the project is placed on hold or canceled. They always stay positive and are willing to respond no matter how small a job may be.

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

- ☐ 0
☐ 1
☐ 2
☐ 3
☒ 4

Comments:

Full Circle has always meet user expectations are meet expectations within budget and provide proper invoicing during the review period.

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

- ☐ 0
☐ 1
☐ 2
☐ 3
☒ 4

Comments:

Key personnel are very responsive and have meet milestones when scope of work dictated a swift turn around. They always respond with adequate equipment and personnel to make turn around exceptional.

Overall Performance Rating: 3.8

Would you select/recommend this vendor again?
 Check box for Yes. Leave Blank for No)

☒ Yes ☐ No

Rating completed by:

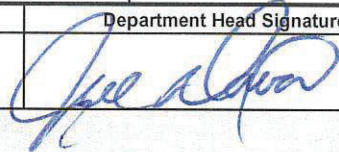
Alfred Jones

Department Head Name

Department Head Signature

Date

JOSEPH N. DAVIS



10/21/2020

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT
PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
4/1/2020	9/30/2020	1/1/2020	12/31/2020
PO Number			PO Date
DO 032420-0730			3/24/2020
Department	Real Estate and Asset Management		
Bid Number	17ITB107780C-GS		
Service Commodity	Standby Emergency Repair and Restoration Services		
Contractor	Full Circle Restoration		

= Unsatisfactory	Achieves contract requirements less than 50% of the time, not responsive, effective and/or efficient, unacceptable delay, incompetence, high degree of customer dissatisfaction.
= Poor	Achieves contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.
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Quality of Goods/Services (-Specification Compliance - Technical Excellence - Reports/Administration - Personnel Qualification)

☐ 0
☐ 1
☐ 2
☐ 3
☒ 4

Comments:

Full Circle has demonstrated the technical excellence ,Report administration and provide outstanding good and services to Fulton County during this reporting period, They are very knowledgeable of industry standards and bring state of the art equipment when it comes to restoration and mitigation. During this review period Full Circle was selected as a COVID-19 vendor for sanitizing buildings and facilities impacted by COVID Virus. They were exceptional in response and cleaning of building and instrumental in preventing spread of virus.

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

☐ 0
☐ 1
☐ 2
☐ 3
☒ 4

Comments:

Milestones was not only met but exceeded in most contracts. Response time were most meet within 1 hour of notification. Occasionally, due to the Atlanta traffic situation during "rush hours" there has been delays but Full Circle commitment to responsiveness was demonstrated via being in constant communication with contact manager to provide eta of arrival. Once on the scene, emergency equipment followed and the necessary action was taken to mitigate and reduce exposure and property damage. They were punctual and dedicated to the mission of sanitizing Fulton County buildings during Covid-19 pandemic.

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

☐ 0
☐ 1

Comments:

- ☐ 2
☐ 3
☒ 4

Full Circle has been very responsive to inquiries and always provide notifications of problems that were discovered upon performing mitigations services. They are thorough in explaining in detail cost effective solutions. Full Circle has been very responsive to providing proposals with anticipation of delivering a project when sometimes the project is placed on hold or canceled. They always stay positive and are willing to respond no matter how small a job may be.

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

- ☐ 0
☐ 1
☐ 2
☐ 3
☒ 4

Comments:

Full Circle has always met user expectations are meet expectations within budget and provide proper invoicing during the review period.

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

- ☐ 0
☐ 1
☐ 2
☒ 3
☐ 4

Comments:

Key personnel are very responsive and have met milestones when scope of work dictated a swift turn around. They always respond with adequate equipment and personnel to make turn around exceptional.

Overall Performance Rating: 3.8

Would you select/recommend this vendor again?
Check box for Yes. Leave Blank for No)

☒ Yes ☐ No

Rating completed by:

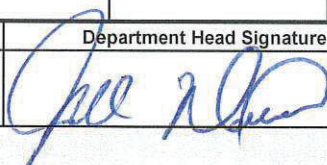
Alfred Jones

Department Head Name

Department Head Signature

Date

JOSEPH N. DAVIS



10/21/2020



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0134

Meeting Date: 2/17/2021

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

Request approval of recommended proposal - Department of Real Estate and Asset Management, Bid#20RFP041620K-CRB, Fulton County Judicial Center Complex DDC Conversion Project- Phase II in the amount of \$6,829,875 with Control Concept, LLC (Cumming, GA), to furnish and install a new Building Automation System (BAS) and 967 terminal units replacing the existing, aging pneumatic units and proprietary DDC controls in the Fulton County Judicial Center Complex located at 185 Central Avenue Atlanta, GA 30303. Effective upon issuance of Notice to Proceed for 730 calendar days or until contract completion as determined by the County. This is a one-time procurement.

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

In accordance with the State of GA O.C.G.A. §36-91 Georgia Local Government Public Works Construction Law, all competitive sealed proposals (RFPs) for public works construction projects (CM at Risk, Construction Program Management, Design/Build Projects) costing \$100,000 or more shall be forwarded to the Board of Commissioners for approval.

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

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

Scope of Work: To furnish all materials, labor, tools, equipment and appurtenances necessary to provide new Building Automation System (BAS) upgrade and 967 terminal units replacement of the

existing direct digital controls and terminal units in the Fulton County Judicial Center Complex located at 185 Central Avenue Atlanta, GA 30303.

The Fulton County Justice Center Complex (FCJCC) comprised of the following buildings:

1. Lewis R. Slaton Courthouse (FCC)
2. Charles L. Carnes Justice Center Building (JCB)
3. Justice Center Tower (JCT)

The Phase II scope of work, of the DDC conversion project, is intended to complete the replacement of the remaining pneumatic controls and aging proprietary DDC controls with new BACnet DDC controls. This Scope of Work will include replacing all of the existing air terminal unit equipment in the Complex.

This Scope is to expand on Fulton County's enterprise Tridium Niagara Framework platform and fully integrate the existing Trane controls installed in Phase I and the new BACnet controls furnished under this Phase II project.

The new BACnet controls furnished in Phase II will be installed in place of all existing proprietary DDC controllers of similar function. The recommended Contractor will furnish all new cabinets, transformers, wiring and conduit needed to properly install the new DDC controllers. The Contractor will establish and hardwire the BACnet communications link connecting all systems.

All unit controllers, including those installed in Phase I, will be integrated into the Tridium Niagara Framework Enterprise Server by this recommended contractor. The previous controls provided in Phase I shall be fully integrated into the Tridium Niagara Enterprise Server.

The Scope of Work includes, but is not limited to:

1. Installation
of New Building Automation System (BAS):

The BAS to Integrated Automation System (IAS) implantation using Niagara Framework and BACnet IP and BACnet MS/TP network:

1. Tridium 8000 Java Application Control Engines (JACE)
2. Building Controllers (B-BCs)
3. Advanced Application Controllers (B-AAC)
4. Application Specific Controllers (B-ASC)
5. New and existing Variable Frequency Drives (VFDs)
6. BACnet Chiller Integration
7. Energy and BTU Metering equipment
8. Integration of the existing Trane DDC Control System into the Niagara IAS Platform
9. Future Integration for Fire Alarm, Access Control, Security and Lighting HVAC equipment

incorporated into the new BAS:

1. Constant/Variable Volume Chilled Water Air Handling Units
2. New VAV Terminal Units retrofitted
3. Fan Coil Units located in the JCT
4. Packaged and Split System DX Air Conditioning Units

- | | |
|--|---|
| 5. Unit heaters with electric heating coils | 6. Domestic |
| Water Pumps | 7. Exhaust and |
| Smoke Control Fans | 8. Main Distribution Panel |
| Electrical Energy Metering, Chilled Water BTU Metering and | Cooling Tower Make-up Water |
| Metering | 9. Include all VFDs on the BACnet network |

2. Terminal Unit Replacement:

Replacing a total of 967 existing terminal units within the Fulton County Justice Center Complex:

- | | |
|--|--|
| | 1. 270 Terminal Units in the Lewis R |
| Slaton Courthouse | 2. 158 Terminal Units in the Charles Carnes Justice |
| Center Building | 3. 539 Terminal Units in the Justice Center Tower |
| | 4. Disconnecting and reconnecting all electrical connections for the replacement |
| | terminal units |
| 5. Furnish and install new access panels for non-accessible ceilings where the VAV /PIU's, etc. are located for maintaining and servicing the units. | 6. Test and Balance activities for each new replacement terminal unit. |

Background: The BOC approved Phase 1 Project on February 21, 2018, as Item #18-0125, with Trane U.S., Inc. in the amount \$1,592,968.17 for a comprehensive upgrade to provide and install new Tracer BACnet building automation controls in the Central Plant on 16 AHUs on the top (4) four floors of the Justice Center Tower (JCT) only.

Community Impact: This effort and impact is necessary to restore the designated existing facilities in terms of more high integrated energy efficient facilities, that will meet and sustain the long-term economic condition which is suitability and service needs of the constituents and employees of Fulton County.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of recommended proposal to furnish all materials, labor, tools, equipment and appurtenances necessary to provide and install a new Building Automation System (BAS) and 967 terminal units replacing the existing, aging pneumatic units and proprietary DDC controls in the Fulton County Judicial Center Complex located at 185 Central Avenue Atlanta, GA 30303.

The recommended Contractor will work in collaboration with the Department of Real Estate and Asset Management, Project Management Team.

The estimated time to complete the required upgrade and replacement is 730 calendar days upon receipt of Notice to Proceed and Purchase Order with lead time of materials and equipment.

Project Implications: This contract is to replace the existing pneumatic controls with Direct Digital Controls (DDC) to a new BAS; and the replacement of VAV/FPU terminal units. This will allow a more high integrated energy efficient for the Fulton County Judicial Center Complex.

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

Department Issues/Concerns: If this proposal is not approved, the County does not have the capacity, or the expertise, to perform the BAS upgrade and replacement of existing of terminal unit in the Fulton County Judicial Center Complex.

Contract Modification (*Delete this chart only if the Requested Action is for a NEW award. Simply insert the text “New Procurement.” If the Requested Action is for a Contract Modification ((Renewal, Amendment, Change Order, Extension, Increase Spending Authority)), the chart should remain and be completed.*)

No, this is a new procurement.

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

Contract Value: \$6,829,875.00

Prime Vendor: Control Concept, LLC

Prime Status: Non-Minority

Location: Cumming, GA

County: Forsyth County

Prime Value: \$2,253,858.75 or 33.00%

Subcontractor: Shumate Mechanical

Subcontractor Status: White Female Business Enterprise Certified

Location: Duluth, GA

County: Gwinnett County

Subcontractor Value: \$3,346,638.75 or 49.00%

Subcontractor: Stanton Electric

Subcontractor Status: Non-Minority

Location: Buford, GA

County: Gwinnett County

Subcontractor Value: \$1,229,377.50 or 18.00%

Total Contract Value: \$6,829,875.00 or 100.00%

Total MFBE Value: \$3,346,638.75 or 49.00%

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

Exhibit 1: Evaluation Committee Recommendation Letter

Exhibit 2: Contractor's Performance Report

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

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

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$6,829,875.00
TOTAL:	\$6,829,875.00

Grant Information Summary

Amount Requested:	Click here to enter text.
Match Required:	Click here to enter text.
Start Date:	Click here to enter text.
End Date:	Click here to enter text.
Match Account \$:	Click here to enter text.

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

Fiscal Impact / Funding Source

Funding Line 1:

533-520-5200-K004: FCURA-2019, Real Estate and Asset Management, Exterior Courthouse.-
\$1,300,000.00

Funding Line 2:

Agenda Item No.: 21-0134

Meeting Date: 2/17/2021

533-520-5200-K008: FCURA-2019, Real Estate and Asset Management, MEP Improve Justice Ctr.-
\$5,529,875.00

Funding Line 3:

[Click here to enter text.](#)

Funding Line 4:

[Click here to enter text.](#)

Funding Line 5:

[Click here to enter text.](#)

Key Contract Terms	
Start Date: Click here to enter a date.	End Date: Click here to enter a date.
Cost Adjustment: Click here to enter text.	Renewal/Extension Terms: None

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

Report Period Start:
2/17/2021

Report Period End:
2/16/2023



INTEROFFICE MEMORANDUM

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

FROM: Evaluation Committee Recommendation Letter

DATE: December 17, 2020

PROJECT: #20RFP041620K-CRB - Fulton County Judicial Center Complex
DDC Conversion Project - Phase II

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

Four (4) qualified firms submitted proposals for evaluation and consideration for award of this project:

1. Control Concepts, LLC
2. Johnson Controls, Inc.
3. Trane US, Inc.
4. Maxair, Inc.

After review of the technical proposal the following firms were short-listed:

1. Control Concepts, LLC
2. Johnson Controls, Inc.
3. Trane US, Inc.

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by **Control Concepts, LLC** with a total score of **86.17%** is the recommended vendor for the award of 20RFP041620K-CRB - Fulton County Judicial Center Complex DDC Conversion Project - Phase II.

The Evaluation Committee members attest that each member scored each proposal independently in accordance with the evaluation criteria set forth in the Request for Proposal and that their individual score is a part of the final scores in the attached Evaluation Matrix.

SELECTION COMMITTEE MEMBERS:

DocuSigned by:
Timothy Dimond
A424AE8892AA434...
Timothy Dimond, DREAM

DocuSigned by:
Michael Ross
FB1212D25D014DC...
Michael Ross, DREAM

DocuSigned by:
Bill Mason
82E79B0EEFC5442...
Bill Mason, DREAM
Facilities Program Manager


RFP#: 20RFP041620K-CRB					
Proposer's Name		Control Concepts, LLC	Johnson Controls, Inc.	Maxair, Inc.	Trane US, Inc.
Cost Proposal Amount		\$6,829,875.00	\$6,092,269.00	\$6,092,373.00	\$8,479,000.00
TECHNICAL EVALUATION CRITERIA					
Executive Summary	2.00%				
Evaluator 1		1.50%	1.50%	1.00%	2.00%
Evaluator 2		1.50%	1.50%	1.50%	1.50%
Evaluator 3		2.00%	1.50%	1.00%	2.00%
Total		5.00%	4.50%	3.50%	5.50%
Average		1.67%	1.50%	1.17%	1.83%
Project Plan/Approach to Work	35.00%				
Evaluator 1		35.00%	26.25%	17.50%	26.25%
Evaluator 2		35.00%	26.25%	17.50%	35.00%
Evaluator 3		35.00%	26.25%	17.50%	35.00%
Total		105.00%	78.75%	52.50%	96.25%
Average		35.00%	26.25%	17.50%	32.08%
Qualifications of Key Personnel	15.00%				
Evaluator 1		11.25%	11.25%	7.50%	11.25%
Evaluator 2		11.25%	11.25%	11.25%	11.25%
Evaluator 3		15.00%	11.25%	11.25%	15.00%
Total		37.50%	33.75%	30.00%	37.50%
Average		12.50%	11.25%	10.00%	12.50%
Relevant Project Experience/Past Performance	15.00%				
Evaluator 1		11.25%	11.25%	7.50%	11.25%
Evaluator 2		15.00%	15.00%	11.25%	15.00%
Evaluator 3		15.00%	7.50%	11.25%	11.25%
Total		41.25%	33.75%	30.00%	37.50%
Average		13.75%	11.25%	10.00%	12.50%

Availability of Personnel	4.00%				
Evaluator 1		3.00%	3.00%	1.00%	3.00%
Evaluator 2		3.00%	3.00%	2.00%	3.00%
Evaluator 3		3.00%	3.00%	3.00%	4.00%
Total		9.00%	9.00%	6.00%	10.00%
Average		3.00%	3.00%	2.00%	3.33%
Safety Qualifications	5.00%				
Evaluator 1		3.75%	3.75%	1.25%	3.75%
Evaluator 2		3.75%	3.75%	3.75%	3.75%
Evaluator 3		3.75%	3.75%	3.75%	3.75%
Total		11.25%	11.25%	8.75%	11.25%
Average		3.75%	3.75%	2.92%	3.75%
Employee Training	2.00%				
Evaluator 1		1.50%	1.50%	0.50%	1.50%
Evaluator 2		1.50%	1.50%	1.50%	1.50%
Evaluator 3		1.50%	1.50%	2.00%	2.00%
Total		4.50%	4.50%	4.00%	5.00%
Average		1.50%	1.50%	1.33%	1.67%
Local Preference	5.00%	0.00%	5.00%	0.00%	5.00%
Service Disabled Veterans Preference	2.00%	0.00%	0.00%	0.00%	0.00%
Cost Proposal	15.00%	15.00%	15.00%	15.00%	10.78%
Overall Total	100.00%	86.17%	78.50%	59.92%	83.44%



INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM 

DATE: January 14, 2021

SUBJECT: Contractor's Performance Report – Control Concepts, LLC

The Contractor listed below to our knowledge has never provided any professional goods or services to Fulton County's Department of Real Estate and Asset Management:

PROJECT: Fulton County Judicial Center Complex DDC Conversion Project – Phase II

PROJECT NO.: 20RFP041620K-CRB

CONTRACTOR: Control Concepts, LLC
3550 North Parkway, Suite 100
Cumming, GA 30040

POC: Mr. Todd Hughes, President

PHONE: (770) 888-0184

EMAIL:

If you have any questions, please contact Harry Jordan at (404) 612-5933

JD/BM/haj

C: Bill Mason, Facilities Project Manager, DREAM



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0135

Meeting Date: 2/17/2021

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

Request approval to increase spending authority - Department of Real Estate and Asset Management, RFP#18RFP113472C-BKJ, Landfill Post Closure Services with Atlantic Coast Consulting, Inc. (Roswell, GA) in the amount of \$224,840, to comply with a directive from the Georgia Department of Natural Resources (EPD) to implement an expansion of the Morgan Falls Landfill Gas System. Effective upon BOC approval.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background *(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: To comply with a directive from the Georgia Department of Natural Resources (EPD) to implement an expansion of the Morgan Falls Landfill Gas System. The expansion of the landfill gas system is necessary to eliminate the migration of methane gas along the north boundary of the landfill along Morgan falls road.

Project Fee:

SVE wells at Morgan Falls Landfill	\$35,710.00	1. Install 3 active
Morgan Fall Landfill	\$14,570.00	2. Install 3 passive vents at
\$90,970.00		3. Connect SVE-18 A, B & C to active system
\$83,590.00		4. Install 2 gas interceptor trenches at Merk/Miles
	Total Cost	\$224,840.00

In November 2020, the County received a Methane Remediation Plan from the Georgia Environmental Protection Division (EPD) stating it has completed a review of the amended methane remediation plan to address the methane exceedances of the Lower Explosive Limit (LEL) at methane monitoring well MM-53. Although the methane had been decreasing since the first detection in April, the September methane monitoring event (Submittal ID: 513521) showed a slight increase. The increase shows that the methane reduction efforts may have plateaued, and more immediate remediation is necessary due to potential nearby receptors. This contract provides all necessary professional services, project management, and administrative support to implement the post closure care services for these landfills. The Scope of Work includes but not limited to these areas:

- A. Project Management, Scheduling, Recordkeeping and Reporting
- Implementation of Health and Safety Programs
- Compliance Inspections
- Management
- Reporting
- Monitoring and Reporting
- (Administration/ Oversight)
- Event/Household Hazardous Waste
- I. Landfill Maintenance Merk/Miles and Morgan Falls Landfills
- Fulton Community Cleanup Event/Household Hazardous Waste
- All work shall be performed in compliance with the guidelines set forth by the Georgia Department of Environmental Protection Division (EPD).
- B.
- C. Landfill
- D. Landfill Gas (LFG)
- E. Methane Monitoring and
- F. Groundwater and Surface Water
- G. Merk/Miles Convenience Center Station
- H. South Fulton Community Cleanup
- J. South

Community Impact: The County's citizens would experience impacts from migration methane exposures and ground water contamination.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval to increase spending authority to comply with a directive from the Georgia Department of Natural Resources (EPD) to implement an expansion of the Morgan Falls Landfill Gas system. The expansion of the landfill gas system is necessary to eliminate the migration of methane gas along the north boundary of the landfill along Morgan Falls Road.

Expenditures:

FY2020: The County spent \$496,700.00
FY2019: The County spent \$496,700.00
FY2018: The County spent \$750,338.45

Project Implications: Increase spending authority to comply with a directive from the Georgia Department of Natural Resources (EPD) to implement an expansion of the Morgan Falls Landfill Gas system. The County would face serious penalties from the Georgia Department of Environmental

Protection Agency.

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

Department Issues/Concerns: If this spending increase is not approved, the County will not have the ability to comply with a directive from the Georgia Department of Natural Resources (EPD) to implement an expansion of the Morgan Falls Landfill Gas system and would be in violation with the Georgia Environmental Protection Division (EPD).

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	19-0063	1/23/19	\$,496,700.00
1st Renewal	19-0789	10/2/19	\$496,700.00
2 nd Renewal	20-0646	9/16/20	\$496,700.00
Increase Spending No.1			\$224,840.00
Total Revised Amount			\$1,714,940.00

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

Contract Value: \$224,840.00
Prime Vendor: Atlantic Coast Consulting, Inc.
Prime Status: Non-Minority
Location: Roswell, GA
County: Fulton County
Prime Value: \$170,653.56 or 75.90%

Subcontractor: BMS Enterprise
Subcontractor Status: African American Male Business Enterprise- Non-Certified
Location: Conyers, GA
County: Rockdale County
Subcontractor Value: \$44,968.00 or 20.00%

Subcontractor: Test American Laboratories, Inc.
Subcontractor Status: Non-Minority
Location: Tallahassee, FL
County: Leon County
Subcontractor Value: \$9,218.44 or 4.10%

Total Contract Value: \$224,840.00 or 100.00%
Total M/FBE Value: \$44,968.00 or 20.00%

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

Exhibit 1: Amendment No.1 to Form of Contract

Exhibit 2: Cost Proposal

Exhibit 3: Georgia Department of Natural Resources Methane Remediation Plan

Exhibit 4. Contractor's Performance Report

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	\$496,700.00
Previous Adjustments:	\$993,400.00
This Request:	\$224,840.00
TOTAL:	\$1,714,940.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

500-520-5200-M005: Capital, Real Estate and Asset Management, MEP-2018- \$224,840.00

Funding Line 2:

[Click here to enter text.](#)

Funding Line 3:

[Click here to enter text.](#)

Funding Line 4:

Agenda Item No.: 21-0135

Meeting Date: 2/17/2021

Click here to enter text.

Funding Line 5:

Click here to enter text.

Key Contract Terms	
Start Date: Click here to enter a date.	End Date: 12/31/2021
Cost Adjustment: Click here to enter text.	Renewal/Extension Terms: Click here to enter text.

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/1/2021

Report Period End:
12/31/2021

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **Atlantic Coast Consulting, Inc.**

Contract No. **18RFP113472C-BKJ, Landfill Post Closure Services**

Address: **630 Colonial Park Drive, Suite 100**
City, State **Roswell, GA 30075**

Telephone: **(770) 594-5998**

E-mail: [**JScott@atlcc.net**](mailto:JScott@atlcc.net)

Contact: **Joel Scott**
Vice President - Landfill Operations

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Atlantic Coast Consulting, Inc., to provide Landfill Post Closure Services, dated 1st day of January, 2019, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the purpose for this amendment is to increase spending authority to comply with a directive from the Georgia Department of Natural Resources (EPD) to implement an expansion of the Morgan Falls Landfill Gas system; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on February 17, 2021, BOC Items #21- .

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

This Amendment No. 1 to Form of Contract is effective as of the 17th day of February, 2021, between the County and Atlantic Coast Consulting, Inc., who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To comply with a directive from the Georgia Department of Natural Resources (EPD) to implement an expansion of the Morgan Falls Landfill Gas system. The expansion of the landfill gas system is necessary to eliminate the migration of methane gas along the north boundary of the landfill along Morgan falls road

Project Fees:

	Task Description	Fee Cost
1	Install 3 active SVE wells at Morgan Falls Landfill	\$35,710.00
2	Install 3 passive vents at Morgan Fall Landfill	\$14,570.00
3	Connect SVE-18 A, B & C to active system	\$90,970.00
4	Install 2 gas interceptor trenches at Merk/Miles	\$83,590.00
	Total Cost	\$224,840.00

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed **\$224,840.00** (Two Hundred and Twenty Four Thousand Eight Hundred and Forty Dollars and Zero Cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

**ATLANTIC COAST
CONSULTING, INC.**

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Joel Scott,
Vice President-Landfill Operations

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Office of the County Attorney

APPROVED AS TO CONTENT:

Notary Public

County: _____

Joseph N. Davis, Director
Department of Real Estate and Ass
Management

Commission Expires: _____

(Affix Notary Seal)

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



1150 Northmeadow Pkwy
Suite 100
Roswell, GA 30076
(770) 594-5998
www.atlcc.net

January 15, 2021

Transmitted via email
anthony.spencer@fultoncountyga.gov

Mr. Anthony Spencer
Solid Waste Director
Fulton County
141 Pryor Street
Suite G119
Atlanta, GA 30303

RE: Proposal for Methane Remediation Construction at
Morgan Falls Landfill
Fulton County, Georgia; Permit No.: 060-007D(SL), and
Merk/Miles Landfill
Fulton County, Georgia; Permit No.: 060-064D(SL)

Dear Mr. Spencer:

Atlantic Coast Consulting, Inc. (ACC) is pleased to present the Fulton County Real Estate and Asset Management (DREAM) this proposal to construct Methane (CH₄) remediation gas system components at Morgan Falls Landfill and Merk-Miles Landfill in support of approved Methane Remediation Plans.

Background

Morgan Falls Landfill: Wells MM-18 P1, MM-18 P2 and MM-53 have been recorded with exceedances of the methane limit (5% by volume). On behalf of DREAM, ACC submitted a Methane Remediation Plan Update (MRPU) addressing the corrective actions for MM-53. Per the MRPU, Morgan Falls will install three (3) Soil Vapor Extraction (SVE) wells and connect them to the active collection system. ACC will submit a separate MRPU to address the exceedances at MM-18P1 and MM-18P2 and will install three (3) passive SVE wells to intercept the gas.

Merk-Miles Landfill: In March of 2016 methane was detected above the lower explosive limit (LEL) in three methane monitoring wells (MM-16, MM-19, and MM-21), and another LEL exceedance was recorded at MM-20 in December 2017. A MRP was completed in 2016 and updated in 2018 to address the exceedances. Based on a review of MM-19R and MM-20R monitoring well boring logs and semiannual groundwater elevation gauging data, competent bedrock and/or groundwater is less than 20 feet below ground surface (which is the greatest depth reasonably achievable by conventional trench construction techniques). Because groundwater and competent rock act as methane migration barriers,

and are present within 20 feet of ground surface, gas extraction trenches in these areas can intercept the entire vertical methane migration zone. Therefore, two (2) engineered methane interceptor trenches will be constructed. Approximately 175-foot and 170-foot-long trenches will be constructed in the vicinity of MM-19R and MM-20R.

Scope of Work

Morgan Falls Landfill

In accordance with the MRPUs dated September 29, 2020 and EPD letter dated November 3, 2020, ACC will install three (3) out of refuse soil vapor extraction (SVE) wells (SVE-53A, SVE-53B and SVE-53C); and provide a minor modification to the post closure permit to EPD,

- Drilling will be advanced using 6.25-inch inside diameter (ID) hollow stem auger (has) to top of groundwater or bedrock, an estimated depth of approx. 20-feet below ground surface (BGS);
- Wells will be constructed of 4-inch diameter, American Society for Testing and Materials, NSF-rated, flush-threaded, Schedule 40 polyvinyl chloride (PVC) riser pipe and screen. Wells will be screened from the bottom depth to 5 feet below ground surface with 0.010-inch, machine-slotted PVC pipe. Approx. 5-feet of stick up will be set above ground and topped with PVC well cap;
- Inert, clean, well sorted silica pea gravel will be poured into the annular space surrounding the well screen to top of the screen then topped by 6-inches of clean, inert, well sorted silica sand;
- Bentonite chips/pellets will be emplaced by tremie method into the annulus to ground surface and hydrated.
- Wells will be connected to the active gas collection system via a four-inch SDR-17 High density Polyethylene (HDPE) header line and tied into the existing gas collection system at condensate sump 1; and
- Each well would have an individual wellhead for vacuum control.

Additionally, the protective well casings for MM-18 and MM-5 have been damaged due to adjacent construction activity and will need to be repaired. These repairs will be completed under a separate project. Once MM-18 and MM-5 are repaired. ACC will conduct an evaluation of MM-5, MM-6, MM-7B and MM18 to determine the extent of methane migration in the vicinity of MM-18P1 and MM-18P2. A separate MRPUs will be submitted for the exceedance at MM-18 with initial actions to install three (3) passive SVE wells (SVE-18A, SVE-18B and SVE-18C). These wells will be installed in the same manner as above and will have wind turbines installed to assist in gas venting.

If after an evaluation period and if the passive vents do not correct CH₄ migration to MM-18, ACC will connect SVE-18A, SVE-18B and SVE-18C to the active system.

- Wells will be connected to the active gas collection system via a four-inch SDR-17 header line and tied into the existing system near gas well A2;
- A new condensate sump (CS6-A) would be installed to create a low point for liquid removal;
- Each well would have an individual wellhead for vacuum control; and
- Bollards or Jersey Barriers will be used to protect the wells from damage.

Merk-Miles Landfill.

In accordance with the MRPU dated September 2020 two (2) gas trenches will be installed in vicinity of MM-19R and MM-20R. The depths of the trenches will be determined at the time of construction based on depth to competent rock and/or groundwater and may range from approximately 10 to 15-feet below ground surface. Following trenching activities, construction will consist of the following:

- Each location will be excavated with equipment capable of creating an approximately two (2) foot wide trenches extending to top of bedrock, which is anticipated to be less than 20 feet below ground surface.
- Plastic sheeting (minimum thickness of 3 mil) will be placed on the outer wall (i.e. opposite wall furthest away from waste);
- As detailed on Figure 2, the bottom two feet of the trench will be backfilled with gravel;
- An HDPE perforated pipe, minimum of 4" in diameter, will be installed in the trench at approximately the middle of the trench;
- Additional gravel will be placed above the horizontal piping to within approximately 2 feet of ground surface;
- Three 4" vertical vent pipes will be installed (2 of which will have butt fused caps) at either end of the perforated horizontal piping with the third in each trench being located closest to SVE points (MV-19 or MV-20) for connection to the gas extraction system (GES);
- A layer of geotextile fabric will be placed above the gravel and covered by the top of the plastic sheeting;
- Above the geotextile fabric/plastic sheeting, the excavation will be backfilled to ground surface with the excavated natural material; and
- After trench construction, the vertical vent pipes will be connected to the GES to apply vacuum to the trenches by installing a well head on the 4" vent riser pipe with flex hose and "T" connector which connects to the SVE point (MV-19 or MV-20) and establishes the vacuum source.

Project Fee

ACC has broken the activities associated with the Tier 2 Testing into four(4) tasks. Below is a summary of the fee for each task:

Task Description	Fee	Fee Basis
Install 3 active SVE wells at Morgan Falls Landfill (MM-53)	\$35,710.00	Lump Sum
Install 3 passive vents at Morgan Falls Landfill (MM-18)	\$14,570.00	Lump Sum
Connect SVE-18 A,B & C to active system (if necessary)	\$90,970.00	Lump Sum
Install 2 gas interceptor Trenches at Merk/Miles Landfill (MM-19 and MM-20)	\$83,590.00	Lump Sum
Project Total	\$224,840.00	

Assumptions

In preparing this estimate and scope of work, ACC has made several assumptions as to the condition and accessibility of the landfill and information necessary to complete the project. ACC assumes that DREAM will provide the following:

- Access to the construction locations;
- Blount Construction will install bollards, or Jersey barriers to protect SGV-53A, SGV-53B and SGV-53C; and
- Coordination will Steel Canyon Golf Course for construction activities near hole number four.

In addition to the information to be provided by DREAM listed above, the following assumptions were also used in the preparation of this estimate:

- Drilling for well installation will be completed by Tri-State Drilling Services (TDS);
- Well component install, condensate sump installation (if necessary) and connection to the active system will be done by BMS Enterprises;
- SVE Wells 18 A,B and C will only be connected to the active system if passive venting fails to correct the methane exceedance at MM-18P1 and MM-18P2;
- ACC will mark the right of ways for power and sewer lines before installing the SVE wells;
- ACC personnel will be on site during well installations to gather data for as-built documentation;
- ACC personnel will not be on site full time during gas trench installation, but will make site visits to do quality checks and gather as built information;

Mr. Anthony Spencer
Proposal for Methane Remediation Construction
January 15, 2021



- Any permit modifications or MRP updates required will be completed as a separate project and will be covered under the normal budgeting process.

If this scope of work and fee estimate meets with your approval, we will begin work upon receipt of your notice to proceed. Please provide us with either a signature or purchase order as your notice to proceed. If you have any questions about our scope or budget, please do not hesitate to contact us. ACC looks forward to the opportunity to work with you on this project.

Sincerely,

ATLANTIC COAST CONSULTING, INC

Joel Scott
Vice President – Landfill Operations

cc: Shaista Begum, Fulton County (via email)
Bill Tennant - ACC
Project file: G029-101



GEORGIA

DEPARTMENT OF NATURAL RESOURCES

Richard E. Dunn, Director

Land Protection Branch
4244 International Parkway
Suite 104
Atlanta, Georgia 30354
404-362-2537

ENVIRONMENTAL PROTECTION DIVISION

November 3, 2020

Mr. Anthony Spencer, Solid Waste Director
Fulton County – Department of Public Works
141 Pryor Street
Atlanta, Georgia 30303

Subject: Fulton Co - Morgan Falls (SL)
Permit Numbers: 060-007D(SL)
GEOS Submittal: 513521
Methane Remediation Plan

Dear Mr. Spencer:

The Georgia Environmental Protection Division (EPD) has completed a review of the amended methane remediation plan to address the methane exceedances of the Lower Explosive Limit (LEL) at methane monitoring well MM-53. Although methane has decreased since the first detection in April, the September methane monitoring event (Submittal ID: 513521) showed a slight increase. The increase shows that the methane reduction efforts may have plateaued, and more immediate remediation is necessary due to potential nearby receptors.

Please submit an updated milestone schedule for the installation of the 2 proposed out-of-refuse gas extraction wells within 30 days. Additionally, a *Request for Minor Modification to Solid Waste Handling Permit* should be submitted for the wells using the Georgia EPD Online System.

Should you have any questions, please contact me at 404-362-2644 or Beverly.tipton@dnr.ga.gov.

Sincerely,

Beverly Digitally signed
by Beverly Tipton
Date: 2020.11.03
11:34:49 -05'00'
Tipton

Beverly Tipton
Geologist III
Environmental Monitoring Unit
Solid Waste Management Program

(cc email): Patrick Brand, Mountain District, EPD; John Sayer, EPD; Teslim, Abdul-Kareem, EPD; David Hamilton, Atlantic Coast Consulting, Inc.

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT
PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
1/1/2020	6/30/2020	1/1/2020	12/31/2020
PO Number			PO Date
520 20SC123319C-BKJ			1/21/2020
Department	Real Estate and Asset Management		
Bid Number	18RFP113472C-BKJ		
Service Commodity	Landfill Post Closure Services		
Contractor	Atlantic Coast Consulting , Inc.		

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

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

Comments:

☐ 0
☐ 1
☐ 2
☐ 3
☒ 4

Atlantic Coast Consulting (ACC) is highly technical and very professional in their field. They are up to date on regulatory requirements and qualification. They provide open communication with regulatory authorities and client to make sure everyone understand the requirement and provide guidance and support to fulfil them in timely manner.

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

Comments:

☐ 0
☐ 1
☐ 2
☒ 3
☐ 4

Reports and projects have been submitted within the timeframe specified by regulatory authorities to fulfill the requirements. The contract is for two closed landfills one is located in South and other is in North of Fulton County. Both sites are under 24/7 monitoring due to methane generation on sites. Contractor is available on site within hours of any emergency/issue arise from weather or equipment.

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

Comments:

☐ 0
☐ 1

☐ 2
☐ 3
☒ 4

ACC has a open communication with County and respond with proper documentation within hours of any problem. They have full staff of technical personnel who are available by email or phone to answer any enquiries or request promptly.

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

☐ 0
☐ 1
☐ 2
☐ 3
☒ 4

Comments:

Staff at ACC is up to date on industry practices and standards, and provide all information and invoicing in promptly and professionally. They have been meeting Environmental Protection Division requirements throughout their contract period.

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

☐ 0
☐ 1
☐ 2
☐ 3
☒ 4

Comments:

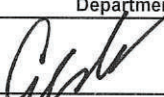
Atlantic Coast Consulting staff is expert in landfill operations and also possess all technical certification needed to certify the reposts and projects for EPD on as needed basis. They provide effective supervision and testing for all landfill sampling and monitoring. County has access to all reports and information at all time needed for landfill Post Closure activities and implantations.

Overall Performance Rating: 3.8

Would you select/recommend this vendor again?
Check box for Yes. Leave Blank for No)

☒ Yes ☐ No

Rating completed by: shaista.begum

Department Head Name	Department Head Signature	Date
JOSEPH M DAVIS		7/10/2020



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0136

Meeting Date: 2/17/2021

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

Request approval of contract - Strategic Funding Group, Inc., RFP# 20RFP1212B-EC, External Grant Writing Services in the amount of \$100,000 with Strategic Funding Group, Inc., Atlanta, Georgia to provide grant writing services on an as-needed basis for the County not to exceed \$100,000. Effective upon issuance of the Notice to Proceed through December 31, 2021 with two one-year renewal options.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background

Fulton County Government will pursue federal, state and foundation grant opportunities to augment internal funding for County programs and services. Grant funding allows the County to leverage local revenues and provide expanded services to local communities.

Scope of Work: Establish a pre-qualified firm to provide grant writing services to assist the County in applying for grants.

Community Impact: This contract will ensure the County receives grant funds to support the delivery of services throughout the County.

Department Recommendation: Recommend approval.

Project Implications: This contract supports the County's efforts to submit successful grant applications.

Community Issues/Concerns: There are no Community Issues/Concerns

Department Issues/Concerns: There are not Department Issues/Concerns

This is a new procurement

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

Contract Value: \$100,000.00

Prime Vendor: Strategic Funding Group, Inc.

Prime Status: White Female Business Enterprise Non-Certified

Location: Atlanta, GA

County: Fulton County

Prime Value: \$100,000.00 or 100.00%

Total Contract Value: \$100,000.00 or 100.00%

Total M/FBE Value: \$100,000.00 or 100.00%

Exhibits Attached Exhibit 1: Evaluation Committee Recommendation Letter

Exhibit 2: Contractor Performance Report

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

Leah Tennille, Owner
Strategic Funding Group, Inc.
1266 West Paces Ferry Road, N.E., #173
Atlanta, Georgia 30327
Phone: 859-229-7645
Email: leah@sfg-inc.net

Contract Attached

No

Previous Contracts

No

Total Contract Value

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

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

This Request: \$100,000

TOTAL: \$100,000

Grant Information Summary

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

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

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

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

Match Account \$: [Click here to enter text.](#)

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

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

100-130-1305-1160 - \$100,000

Funding Line 2:

[Click here to enter text.](#)

Funding Line 3:

[Click here to enter text.](#)

Funding Line 4:

[Click here to enter text.](#)

Funding Line 5:

[Click here to enter text.](#)

Key Contract Terms	
Start Date: 1/21/2021	End Date: 12/31/2021
Cost Adjustment: 0	Renewal/Extension Terms: 2

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/21/2021

Report Period End:
12/31/2021



INTEROFFICE MEMORANDUM

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

FROM: Evaluation Committee Recommendation Letter

DATE: January 20, 2021

PROJECT: #20RFP1212B-EC, External Grant Writing Services

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


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


1. Strategic Funding Group, Inc.
2. Serve-U LLC
3. After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by Strategic Funding Group, Inc., is the recommended vendor for the award of #20RFP1212B-EC, External Grant Writing Services with a final score of **82.92%**.

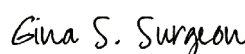
Evaluation Committee Recommendation Letter
Date: January 20, 2021
#20RFP1212B-EC, External Grant Writing Services
Page | 2

The Evaluation Committee members attest that each member scored each proposal independently in accordance with the evaluation criteria set forth in the Request for Proposal and that their individual score is a part of the final scores in the attached Evaluation Matrix.

SELECTION COMMITTEE MEMBERS:

DocuSigned by:

1FD4A82B96C941A...
Fran Calhoun
Division Manager, Office of External Affairs

DocuSigned by:

DEBAE8D27E32488...
Varonia Walker
Grant Procurement Officer, Finance Department

DocuSigned by:

F1766AD4B04B4F1...
Gina S. Surgeon
Grants Financial Analyst, Finance Department

Evaluation Committee Recommendation Letter
 Date: January 20, 2021
 #20RFP1212B-EC, External Grant Writing Services
 Page | 3

EVALUATION CRITERIA	WEIGHT	Strategic Funding Group, Inc.	Serve-U LLC		
Project Approach	20.00%	20.00%	15.00%		
Qualification of Key Personnel	25.00%	25.00%	20.83%		
Relevant Project Experience	23.00%	19.17%	21.08%		
Availability of Personnel	15.00%	13.75%	11.25%		
Local Preference	5.00%	5.00%	5.00%		
Service Disabled Veterans Preference	2.00%	0.00%	0.00%		
Cost Proposal	10.00%	10.00%	5.43%		
TOTAL SCORE:	100.00%	82.92%	73.17%		

Department of Purchasing & Contract Compliance

**Contractor's Performance Report
Professional Services**

Report Period Start	Report Period End	Contractor Period Start	Contractor Period End
01/21/2021	01/21/2021	02/17/2021	12/31/2021
P.O. Number			P.O. Date
20RFP1212B-EC			
Department	External Affairs		
Bid Number	20RFP1212B-EC		
Service Commodity	External Grant Writing Professional Services		
Contractor	Strategic Funding Group, Inc.		
0 = Unsatisfactory	Achieves contract requirements less than 50% of the time; not responsive, effective and/or efficient; unacceptable delay, incompetence; high degree of customer dissatisfaction.		
1 = Poor	Achieves contract requirements 70 % of the time; marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat dissatisfied.		
2 = Satisfactory	Achieves contract requirements 80 % of the time; generally responsive, effective and/or efficient; delays are excusable and result in minor program adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.		
3 = Good	Achieves contract requirements 90 % of the time; usually responsive, effective and/or efficient; delays have no impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied.		
4 = Excellent	Achieves contract requirements 100 % of the time; immediately responsive, highly effective and/or efficient; no delays; key employees are experts and require minimal directions; customers' expectations are exceeded.		
Quality of Goods and Services			
4 (Excellent)	Comments: Contractor achieved the excellent levels of performance and product satisfaction as team provides high quality proposals.		
Timeliness of Performance			
4 (Excellent)	Comments: Contractor provides timely service and is responsive to the needs of departmental clients.		
Business Relations			
4 (Excellent)	Comments: Contractor provides timely reports, updates, business documents and works well with all departmental teams.		
Customer Satisfaction			
4 (Excellent)	Comments: County departments give the contractor highest satisfaction feedback.		
Contractors Key Personnel			
4 (Excellent)	Comments: Key personnel are highly qualified with successful grant writing annual awards of \$72 million and directly engage departmental leaders/staff.		
Overall Performance Rating = 4.0			
Would you select/recommend this contractor again? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		Rating Completed by: Fran Calhoun, Division Manager, IGA	
Department Head	Jessica Corbitt	Department Head Signature	Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0137

Meeting Date: 2/17/2021

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

Request approval of lowest responsible bidder - Department of Public Works, 20ITB100620A-CJC, Small Water Meter Installation in the amount of \$300,000.00 with Wade Coots Company (Austell, GA), to provide small water meter installation. Effective upon execution of contract through December 31, 2021 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)*

Health and Human Services

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 contract allows a private contractor to install and replace small water meters (under 2") as necessary for new water service customers and to achieve the Department's goal of maintaining system reliability and ensuring fiscal responsibility.

Community Impact: As part of continued development activity in North Fulton, there is a need to provide new water meter connections to serve the development from the existing water mains. Additionally, the efficiency of correct metering of small services has increased revenue and decreased unaccounted usage of water in the water system.

Department Recommendation: The Department of Public Works recommends approval of lowest responsible bidder to Wade Coots Company with two renewal options.

Project Implications: The Small Meter installation contract provides installation of new service meters for new customers. The service provides for timely installation of new small meter service while working with developers as to not impact development time table.

Community Issues/Concerns: No community issues / concerns have been raised by constituents.

Department Issues/Concerns: This type of contractual service has been found to serve the North

Fulton area well. The Water Services Division, working with developers and commercial contractors, has been able to establish a good working relationship in providing timely installation of new water service provided by the small meter installation contract.

Contract Modification: New Procurement

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

Contract Value: \$300,000.00
Prime Vendor: Wade Coots Company, Inc.
Prime Status: Non-Minority
Location: Hiram, GA
County: Paulding County
Prime Value: \$300,000.00 or 100%
Total Contract Value: \$300,000.00 or 100%
Total M/FBE Value: -0-

Exhibits Attached

Exhibit 1: Bid Tabulation Sheet
Exhibit 2: Contractor Performance Report
Exhibit 3: Recommendation Award Memo

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

Nick Ammons, Deputy Director, Public Works, 404-612-7530

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.0
Previous Adjustments: \$0.00
This Request: \$300,000.00
TOTAL: \$300,000.00

Grant Information Summary

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

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

203-540-5453-1160: Water & Sewer R & E, Public Works, Professional Services - \$300,000.00

Funding Line 2:

.

Funding Line 3:

.

Funding Line 4:

.

Funding Line 5:

[Click here to enter text.](#)

Key Contract Terms	
Start Date: 1/20/2021	End Date: 12/31/2021
Cost Adjustment: .	Renewal/Extension Terms: Two renewal op

Overall Contractor Performance Rating: 3.2

Would you select/recommend this vendor again?

Yes

Report Period Start:	Report Period End:
1/1/2020	3/31/2020

20ITB100620A-CJC, SMALLL WATER METER INSTALLATION			VENDOR NAME		VENDOR NAME		VENDOR NAME	
			McLemore Water Meters, Inc.		RTS Water Solutions		Wade Coots Company	
			ADDRESS		ADDRESS		ADDRESS	
					9240 NW 63rd Street Unit 6 Parkville, MO 64152			
			TELEPHONE:		TELEPHONE		TELEPHONE	
					816-880-6600			
			CONTACT:		CONTACT:		CONTACT:	
					Francis Wheeler			
	UNIT	QTY	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL
Installation of new ¾" service	Each	100	\$ 540.00	\$ 54,000.00	\$ 1,781.72	\$ 178,172.00	\$ 2,050.00	\$ 205,000.00
Installation of new 1" service	Each	50	\$ 575.00	\$ 28,750.00	\$ 2,246.53	\$ 112,326.50	\$ 2,600.00	\$ 130,000.00
Installation of new 1 ½" service	Each	25	\$ 800.00	\$ 20,000.00	\$ 5,112.79	\$ 127,819.75	\$ 5,100.00	\$ 127,500.00
Installation of new 2" service	Each	25	\$ 1,020.00	\$ 25,500.00	\$ 5,422.66	\$ 135,566.50	\$ 6,600.00	\$ 165,000.00
Replacement of ¾" meter	Each	1000	\$ 46.25	\$ 46,250.00	\$ 70.62	\$ 70,620.00	\$ 115.00	\$ 115,000.00
Replacement of 1" meter	Each	20	\$ 61.75	\$ 1,235.00	\$ 108.17	\$ 2,163.40	\$ 140.00	\$ 2,800.00
Replacement of 1 ½" meter	Each	20	\$ 75.25	\$ 1,505.00	\$ 239.60	\$ 4,792.00	\$ 560.00	\$ 11,200.00
Replacement of 2" meter	Each	20	\$ 97.25	\$ 1,945.00	\$ 270.88	\$ 5,417.60	\$ 600.00	\$ 12,000.00
Replacement of ¾" short side service	Each	20	\$ 500.00	\$ 10,000.00	\$ 1,743.00	\$ 34,860.00	\$ 1,600.00	\$ 32,000.00
Replacement of ¾" long side service	Each	30	\$ 950.00	\$ 28,500.00	\$ 2,401.46	\$ 72,043.80	\$ 2,350.00	\$ 70,500.00
Replacement of 1" short side service	Each	20	\$ 900.00	\$ 18,000.00	\$ 1,936.66	\$ 38,733.20	\$ 1,780.00	\$ 35,600.00
Replacement of 1" long side service	Each	30	\$ 950.00	\$ 28,500.00	\$ 2,788.79	\$ 83,663.70	\$ 2,700.00	\$ 81,000.00
Replacement of 1 ½" short side service	Each	20	\$ 950.00	\$ 19,000.00	\$ 2,788.79	\$ 55,775.80	\$ 3,275.00	\$ 65,500.00
Replacement of 1 ½" long side service	Each	30	\$ 1,500.00	\$ 45,000.00	\$ 3,408.53	\$ 102,255.90	\$ 3,400.00	\$ 102,000.00
Replacement of 2" short side service	Each	20	\$ 1,500.00	\$ 30,000.00	\$ 3,408.53	\$ 68,170.60	\$ 3,500.00	\$ 70,000.00
Replacement of 2" long side service	Each	30	\$ 1,500.00	\$ 45,000.00	\$ 3,563.46	\$ 106,903.80	\$ 4,000.00	\$ 120,000.00
Replacement of meter box for ¾" or 1" meter	Each	250	\$ 150.00	\$ 37,500.00	\$ 37.56	\$ 9,390.00	\$ 375.00	\$ 93,750.00
Replacement of meter box for 1 ½" or 2" meter	Each	50	\$ 250.00	\$ 12,500.00	\$ 56.33	\$ 2,816.50	\$ 750.00	\$ 37,500.00
Additional ¾" copper service in excess of 15' for short side	LF	100	\$ 8.25	\$ 825.00	\$ 43.38	\$ 4,338.00	\$ 38.00	\$ 3,800.00
Additional ¾" copper service in excess of 45' for long side	LF	100	\$ 12.25	\$ 1,225.00	\$ 43.38	\$ 4,338.00	\$ 43.00	\$ 4,300.00
Additional 1" copper service in excess of 15' for short side	LF	250	\$ 8.25	\$ 2,062.50	\$ 49.58	\$ 12,395.00	\$ 40.00	\$ 10,000.00
Additional 1" copper service in excess of 45' for long side	LF	500	\$ 12.25	\$ 6,125.00	\$ 49.58	\$ 24,790.00	\$ 45.00	\$ 22,500.00
Additional 1 ½" copper service in excess of 15' for short side	LF	50	\$ 10.25	\$ 512.50	\$ 54.23	\$ 2,711.50	\$ 56.00	\$ 2,800.00
Additional 1 ½" copper service in excess of 45' for long side	LF	100	\$ 14.25	\$ 1,425.00	\$ 54.23	\$ 5,423.00	\$ 65.00	\$ 6,500.00
Additional 2" copper service in excess of 15' for short side	LF	50	\$ 12.25	\$ 612.50	\$ 58.87	\$ 2,943.50	\$ 60.00	\$ 3,000.00
Additional 2" copper service in excess of 45' for long side	LF	100	\$ 16.25	\$ 1,625.00	\$ 58.87	\$ 5,887.00	\$ 75.00	\$ 7,500.00
Direct Connect meter replacement (¾" & 1")	Each	200	\$ 300.00	\$ 60,000.00	\$ 140.74	\$ 28,148.00	\$ 250.00	\$ 50,000.00
Remove & replace concrete curb and gutter	LF	200	\$ 70.00	\$ 14,000.00	\$ 54.23	\$ 10,846.00	\$ 93.00	\$ 18,600.00
Remove & replace concrete driveway	Sq. Ft.	300	\$ 70.00	\$ 21,000.00	\$ 15.49	\$ 4,647.00	\$ 45.00	\$ 13,500.00
Remove and replace concrete sidewalk	Sq. Ft.	500	\$ 70.00	\$ 35,000.00	\$ 15.49	\$ 7,745.00	\$ 45.00	\$ 22,500.00
Repair paving per Fulton County standard	Sq. Ft.	500	\$ 95.00	\$ 47,500.00	\$ 18.59	\$ 9,295.00	\$ 45.00	\$ 22,500.00
Pavement milling and replacement paving	Sq. Ft.	2000	\$ 40.00	\$ 80,000.00	\$ 18.59	\$ 37,180.00	\$ 45.00	\$ 90,000.00
Three man crew & equipment for specifically authorized work not covered by other items	Hour	200	\$ 200.00	\$ 40,000.00	\$ 325.36	\$ 65,072.00	\$ 500.00	\$ 100,000.00
Three man crew & equipment for specifically authorized weekend or holiday, not covered by other items	Hour	100	\$ 200.00	\$ 20,000.00	\$ 348.60	\$ 34,860.00	\$ 700.00	\$ 70,000.00
GRAND TOTAL:			\$785,097.50		\$1,472,110.05		\$1,923,850.00	
BIDS MAILED			NO RESPONSE:		ASSISTANT PURCHASING AGENT:			
BIDS RECEIVED:			NO-BIDS:		CHIEF ASSISTANT:			
					DEPT. AUTHORIZATION:			

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT
CONSTRUCTION SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
1/1/2020	3/31/2020	7/1/2019	6/30/2020
PO Number			PO Date
540 198C112052K-DB(D			7/1/2019
Department	Public Works		
Bid Number	18ITB112052K-DB		
Service Commodity	CONSTRUCTION		
Contractor	Wade Coots		

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

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

Comments:

☐ 0

☐ 1

☐ 2

☒ 3

☐ 4

Wade Coots is an efficient company that achieves 95% of their contract requirements

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

Comments:

☐ 0

☐ 1

☐ 2

☐ 3

☒ 4

Wade Coots employees are reliable and timely

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

Comments:

- ☐ 0
☐ 1
☐ 2
☒ 3
☐ 4

The key Employees are competent and need little direction

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

Comments:

- ☐ 0
☐ 1
☐ 2
☒ 3
☐ 4

The quality of their work is good and they respond well to the owner

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

Comments:

- ☐ 0
☐ 1
☐ 2
☒ 3
☐ 4

all punch list items are taken care of, close out is great

Overall Performance Rating:

3.2

Would you select/recommend this vendor again?
(Check box for Yes. Leave Blank for No)

☒ Yes ☐ No

Rating completed by:

sam.tamakloe

Department Head Name

Department Head Signature

Date

D. Clark

[Signature]

4/6/2020

Roy O. Barnes Jr

4-13-20

**DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM**



TO: Felicia Strong-Whitaker, Purchasing
FROM: David Clark, Director *DC*
DATE: January 5, 2021
SUBJECT: 20ITB100620A-CJC, Small Water Meter Installation


On November 10, 2020, the Department of Purchasing opened the subject Invitation to Bid (ITBC). There were three (3) responses.

McLemore Water Meters, Inc. provided the lowest bid but was deemed non-responsible, as the references provided by the bidder could not verify that the bidder performed the installation of new water services. RTS Water Solutions was also deemed non-responsible because documents were not provided to indicate they possess Utility Contractor's License and Utility Manager's certificate.

Wade Coots Company provided a responsive and responsible bid. Therefore, the Department of Public Works is recommending award to the overall lowest responsive and responsible bidder, Wade Coots Company, in the amount of \$300,000.00.

Funding is available in the following account: 203-540-5453-1160 - \$300,000.00.

If you require additional information, please contact David Clark 404-612-2804.

cc:  Nick Ammons, Deputy Director, Public Works
Tony Moore, Deputy Director, Administration, Public Works
Janice Dickenson, Material Management Manager, Public Works
Charlie Crockett, Chief Assistant Purchasing Agent, Purchasing



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0138

Meeting Date: 2/17/2021

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

Request approval of cooperative purchasing - Department of Public Works, Facilities Management Products and Solutions, Contract Number: R-BB-19002 in the amount of \$100,368.50 with Cintas Corporation (Decatur, GA), to provide safety boots (steel / composite toe). Effective upon execution of contract through December 31, 2021.

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

In accordance with Purchasing Code Section 102-455, requests for approval to utilize cooperative purchasing or GSA purchase contracts shall be forwarded to the Board of Commissioners for approval.

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

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

Scope of Work: The contract with Cintas Corporation will allow all field Public Works employees to purchase safety boots to be used in the course of the job. The field employees have traditionally be given an annual allowance of \$200.00 that can be applied towards the purchase of this safety equipment.

Community Impact: No issues/concerns have been raised by constituents regarding this contract or company providing this service.

Department Recommendation: The Department of Public Works recommends approval of the cooperative purchasing agreement to Cintas Corporation.

Project Implications: Failure to procure these items, employees will be out of compliance with OSHA recommendations and may be injured while performing their duties without adequate foot protection.

Community Issues/Concerns: No issues/concerns have been raised by constituents or clients regarding this agenda item.

Department Issues/Concerns: If this contract is not approved, the employees may be injured while performing their duties.

Contract Modification: New Procurement

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

Contract Value: \$100,368.50

Prime Vendor: Cintas Corporation

Prime Status: Non-Minority

Location: Decatur, GA

County: DeKalb County

Prime Value: \$100,368.50 or 100.00%

Subcontractor: None

Total Contract Value: \$100,368.50 or 100.00%

Total M/FBE Value: \$-0-

Exhibits Attached

Exhibit 1: Bid Tabulation Sheet

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: .
Previous Adjustments: .
This Request: \$100,368.50
TOTAL: \$100,368.50

Grant Information Summary

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

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

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

200-540-5601-1455: Airport, Public Works, Uniforms - \$ 3,977.05 201-540-2112-1455: Water & Sewer Revenue, Public Works, Uniforms - \$ 3,721.00 201-540-5401-1455: Water & Sewer Revenue, Public Works, Uniforms - \$7,968.41 201-540-5420-1455: Water & Sewer Revenue, Public Works, Uniforms - \$ 2,000.00

Funding Line 2:

201-540-5451-1455: Water & Sewer Revenue, Public Works, Uniforms - \$ 7,500.00 201-540-5452-1455: Water & Sewer Revenue, Public Works, Uniforms - \$ 2,000.00 201-540-5457-1455: Water & Sewer Revenue, Public Works, Uniforms - \$ 4,307.09 201-540-5459-1455: Water & Sewer Revenue, Public Works, Uniforms - \$12,344.75

Funding Line 3:

201-540-5466-1455: Water & Sewer Revenue, Public Works, Uniforms - \$ 4,256.95 201-540-5469-1455: Water & Sewer Revenue, Public Works, Uniforms - \$14,880.38 201-540-5477-1455: Water & Sewer Revenue, Public Works, Uniforms - \$ 2,500.00 201-540-5486-1455: Water & Sewer Revenue, Public Works, Uniforms - \$ 6,975.17 201-540-5488-1455: Water & Sewer Revenue, Public Works,

Uniforms - \$ 4,990.98

Funding Line 4:

203-540-5453-1455: Water & Sewer R & E, Public Works, Uniforms - \$ 5,391.40 203-540-5482-1455: Water & Sewer R & E, Public Works, Uniforms - \$ 5,000.00 203-540-5483-1455: Water & Sewer R & E, Public Works, Uniforms - \$ 3,911.21

Funding Line 5:

301-540-5403-1455: South Fulton Sub-District, Public Works, Uniforms - \$4,667.07

Key Contract Terms	
Start Date: 1/20/2021	End Date: 12/31/2021
Cost Adjustment: .	Renewal/Extension Terms: .

Overall Contractor Performance Rating: 3.4

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/24/2020

Report Period End:
9/30/2021

Facilities Management Products and Solutions, Contract Number: R-BB-19002 Purchase of SAFETY BOOTS (STEEL/COMPOSITE TOE)			VENDOR NAME	
			CINTAS CORPORATION	
			ADDRESS	
			5180 Panola Industrial Blvd Decatur GA 30035	
			TELEPHONE:	
			770-987-3007	
			CONTACT: Sheldon Reed Reed@cintas.com	
ITEM DESCRIPTION	UNIT	QTY	UNIT \$	TOTAL
1) WOLVERINE MODEL# W10694 COLORS: BROWN;BLACK Si...	EACH	50	\$ 85.49	\$ 4,274.50
2) CARHARTT MODEL# CMH4480 COLORS: BROWN;BLACK SI...	EACH	50	\$ 125.99	\$ 6,299.50
3) AVENGER MODEL# #7846 COLORS: BROWN;BLACK SIZES....	EACH	50	\$ 85.88	\$ 4,294.00
4) WOLVERINE MODEL# #W05699 COLORS: BROWN;BLACK S...	EACH	50	\$ 133.50	\$ 6,675.00
5) TIMBERLAND MODEL# #91677 COLORS: BROWN;BLACK SI...	EACH	50	\$ 148.00	\$ 7,400.00
6) TIMBERLAND MODEL# #A1KN8 COLOR: BLACK SIZES: D 7....	EACH	50	\$ 103.44	\$ 5,172.00
7) TIMBERLAND MODEL# #85590 COLOR: BROWNSIZES: D 7.-...	EACH	50	\$ 107.34	\$ 5,367.00
8) TIMBERLAND MODEL# #53359 COLORS: BROWN;BLACK SI...	EACH	50	\$ 115.15	\$ 5,757.50
9) WOLVERINE MODEL# #w10181 COLORS: BROWN;BLACK SI	EACH	50	\$ 102.27	\$ 5,113.50
10) WOLVERINE MODEL# #w10383 COLORS: BROWN;BLACK SI	EACH	50	\$ 112.42	\$ 5,621.00
11) FELLAS MODEL# 6051 COLORS: BROWN;BLACK SIZES: M	EACH	50	\$ 71.04	\$ 3,552.00
12) ROCKPORT MODEL# RK752 COLORS: BROWN;BLACK SIZ...	EACH	50	\$ 77.29	\$ 3,864.50
13) FELLAS MODEL# 6081 COLORS: BROWN;BLACK SIZES:	EACH	50	\$ 79.63	\$ 3,981.50
14) GEORGIA BOOT MODEL# #Gill COLORS: BROWN; BLACK	EACH	50	\$ 95.24	\$ 4,762.00

Facilities Management Products and Solutions, Contract Number: R-BB-19002 Purchase of SAFETY BOOTS (STEEL/COMPOSITE TOE)			VENDOR NAME	
			CINTAS CORPORATION	
			ADDRESS	
			5180 Panola Industrial Blvd Decatur GA 30035	
			TELEPHONE:	
			770-987-3007	
			CONTACT:	
Sheldon Reed Reed@cintas.com				
15) CATERPILLAR MODEL# CAT #P90935 COLORS:BROWN: BL...	EACH	50	\$ 89.99	\$ 4,499.50
16) SKECHERS MODEL# #76550 COLOR: BLACK WIDTH: D, 2E,	EACH	50	\$ 56.99	\$ 2,849.50
17) SKECHERS MODEL# #77503 COLOR: BLACK WIDTH: D, 2E,	EACH	50	\$ 61.67	\$ 3,083.50
18) ARIAT MODEL# #10002368 COLOR: BLACK WIDTH: M, W,C....	EACH	50	\$ 93.69	\$ 4,684.50
19) IRISH SETTER MODEL# 83618 COLORS: BROWN;BLACK SI... (Avenger A7221/7223)	EACH	50	\$ 76.50	\$ 3,825.00
20) IRISH SETTER MODEL# 83200 COLORS: BROWN;BLACK SI... (Avenger A7751)	EACH	50	\$ 74.98	\$ 3,749.00
21) IRISH SETTER MODEL# 83800 COLORS: BROWN;BLACK SI... (Caterpillar P90870)	EACH	50	\$ 110.87	\$ 5,543.50
GRAND TOTAL:			\$100,368.50	
BIDS MAILED			NO RESPONSE:	
BIDS RECEIVED:			NO-BIDS:	

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT GOODS AND COMMODITIES SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
4/24/2020	9/18/2020	4/23/2020	12/31/2020
PO Number			PO Date
MA MA 20ITBC122...			4/23/2020
Department			
Bid Number	MA 20ITBC122716A-FB		
Service Commodity	Uniforms and Accessories		
Contractor	Cintas Corporation		

= 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>
= 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>
= 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>
= 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>
= 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>

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

Comments:

Quality of samples meet expectation and requirements.
We have not received delivery of uniforms.

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

Comments:

Cintas met timelines for scheduling of uniforms. Cintas is responsive to directives and request of changes..

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

Comments:

☒ 4 Cintas provide prompt response to inquires and respond urgently in resolving issues or problems.

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

☐ 0
☐ 1
☐ 2
☒ 3
☐ 4

Comments:

Samples provided meet quality expectation.

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

☐ 0
☐ 1
☐ 2
☐ 3
☒ 4

Comments:

Cintas representative Brian Lee respond timely and becomes available when needed

Overall Performance Rating:

3.4

Would you select/recommend this vendor again?
Check box for Yes. Leave Blank for No)

☒ Yes ☐ No

Rating completed by:

Janice.Dickenson

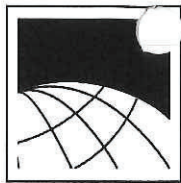
Department Head Name

Department Head Signature

Date

My Boss For David Clark

9/18/2020



NOTICE OF AWARD

Date: October 5, 2018

Title (commodity): Facilities Management Products and Solutions

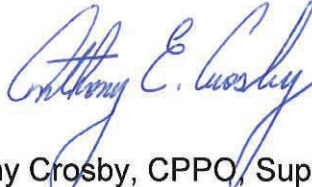
IFB No.: R-BB-19002

Contractor: Cintas Corporation 2

Amount: Requirements Contract

Comments: Awarded to the lowest responsive and responsible bidder. The Procurement file is available in the Purchasing Office for review. Copies of the bid tabulation can be obtained by going to the PWCS Web site. <http://purchasing.departments.pwcs.edu/>

Contact Person: Brian Burtner, Buyer, burtneba@pwcs.edu

Approved By: 
Anthony Crosby, CPPO, Supervisor of Purchasing

Time Stamped Posting Date

Time Stamped Removal Date

02: 8:44 PM 100-5

PURCHASING OFFICE

SUMMARY SCORE SHEET					
RFP #R-BB-19002 - Facilities Management Products and Solutions					
Vendor Name	Proposed Approach	Supplier Information	Proposed Costs	References	TOTAL SCORE
Value Percentages →	30%	40%	25%	5%	100%
Cintas Corporation 2	27.00	39.00	25.00	0.00	91.00
United Laboratories	6.67	8.33	0.00	0.00	15.00
EVALUATION CRITERIA:					
Experience*	To be taken from the RFP.*				
Ability to meet the requirements	To be taken from the RFP.*				
PURCHASING WILL SCORE THE FOLLOWING					
Proposed Costs*	To be taken from the RFP.*				
References*	To be taken from the RFP.*				



Prince William County

PUBLIC SCHOOLS

Providing A World-Class Education

CONTRACT MODIFICATION

MODIFICATION #1

ISSUE DATE: September 6, 2019

REFERENCE:

Title:	Facilities Management Products and Solutions
Contract #:	R-BB-19002
Contractor:	Cintas Corporation No. 2
Period of Contract:	December 13, 2018 through October 31, 2023

Modify the above referenced contract as follows:

1. Contract page 12, Additional Charges, Size Premium, modify to add Size premium defined as shirts 2X and larger and pants inseams size 34 inches and above.
2. Contract page 12, Additional Charges, Size Premium, change contract pricing from \$1.50 to \$0.15 per garment.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Brian Burtner, CPPB, VCO
Buyer

Cintas Corporation No. 2

Signature

Name and Title

Date

Craig Jackson Director of Capital Purchasing
9/6/19

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

Signature

Anthony Crosby, CPPO
Supervisor of Purchasing

Date

Anthony E. Crosby
9/6/19

PURCHASING OFFICE



Prince William County

PUBLIC SCHOOLS

Providing A World-Class Education

CONTRACT MODIFICATION

MODIFICATION #2

ISSUE DATE: December 12, 2019

REFERENCE:

Title: Facilities Management Products and Solutions
 Contract #: R-BB-19002
 Contractor: Cintas Corporation No. 2
 Period of Contract: December 13, 2019 through October 31, 2023

Modify the above referenced contract as follows:

1. PWCS authorizes a 1.8% increase to all contracted items per the attached.
2. All non-contracted items are priced pursuant to the structure detailed in the contract R-BB-19002 and through the contract percentage discounts.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Brian Burtner, CPPB, VCO
 Buyer

CINTAS CORPORATION NO. 2

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

Signature

Name and Title

Date

Craig Jackson, Director

12/23/19

Signature

Anthony Crosby, CPPO
 Supervisor of Purchasing

Date

1/2/20

PURCHASING OFFICE



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0139

Meeting Date: 2/17/2021

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

Request approval of an Intergovernmental Agreement (IGA) between Fulton County, Georgia and the City of Johns Creek, GA, for water main relocations associated with the roundabout and road widening improvements to Barnwell Road at Rivermont Parkway Roundabout in the City of Johns Creek, GA, in an estimated amount of \$250,000.00.

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

GA CONST Art. 9, § 3, ¶ 1 provides that a county may contract for any period not exceeding 50 years with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities that the contracting parties are authorized by law to undertake or provide; O.C.G.A § 36-10-1 provides that all official contracts entered into by a county governing authority with other persons on behalf of the county shall be in writing and entered on its minutes.

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

Health and Human Services

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

Scope of Work: The City of Johns Creek is currently planning on improving the intersection of Barnwell Road at Rivermont Parkway by constructing a roundabout. The project will include road widening and the construction of a roundabout including landscaped medians and sidewalk improvements. As part of this roadway project, approximately 370 linear feet of 12-inch water main with appurtenances will be required to be relocated within the current right-of-way. Water service will remain uninterrupted during the construction period. Existing 24-inch Reuse line will remain uninterrupted. The City of Johns Creek will be competitively bidding the roadway improvements in the beginning of 2021, and has requested the execution of an Intergovernmental Agreement (IGA) between Fulton County and the City of Johns Creek to allow the City of Johns Creek to bid the water main relocation work as part of their project to avoid disruptions and coordination of the work. Fulton County would then reimburse the City of Johns Creek after the construction work has been completed by their contractor. Fulton County staff will be on-site during the relocation of the water main to ensure that its construction is done to Fulton County standards. The estimated cost of the relocation and installation of the impacted water mains is \$250,00.00, and has been budgeted for as part of the water and sewer fund and included in the 2016-2026 Capital Improvement Program.

Community Impact: Currently, Fulton County has a 12-inch water main serving properties along the Barnwell Road. The road improvements will affect the existing water lines that serve the

developments in this area as well as the distribution system into the City of Johns Creek. There will be isolated water outages during the construction of the project as services are disconnected from the existing water main and tied into the new main.

Department Recommendation: The Department of Public Works believes that the most cost effective way to complete the water main relocations is by allowing the City of Johns Creek to bid out the work as part of their roadway project. Therefore, Public Works recommends that Fulton County enter into the proposed IGA.

Project Implications: The road improvements impact the existing water mains due to modifications of existing grades with roundabout and road widening along Barnwell Road that requires water mains to be relocated and valves to be adjusted to match the proposed roadway surface. The existing water main relocations must occur to maintain water service in this area.

Community Issues/Concerns: During construction of the relocations, water service is to be maintained and temporary interruptions may occur during tie-ins with existing water mains.

Department Issues/Concerns: The Public Works Department is not aware of any issues or concerns with this proposed IGA. This type of arrangement between the City of Johns Creek and Fulton County has worked well on past projects.

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE CITY OF JOHNS CREEK, GEORGIA AND FULTON COUNTY, GEORGIA
FOR THE ADJUSTMENT, RELOCATION AND/OR CONSTRUCTION
OF APPROXIMATELY 400 LF OF WATERLINE ALONG BARNWELL ROAD AT
RIVERMONT PARKWAY INTERSECTION

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is executed as of 7th day of Dec., 2020, by and between **CITY OF JOHNS CREEK, GEORGIA** ("CITY"), a municipality of the State of Georgia, and **FULTON COUNTY, GEORGIA** ("COUNTY"), a political subdivision of the State of Georgia. The term "Party" refers individually to either the CITY or the COUNTY and the term "Parties" refers to both the CITY and the COUNTY.

WHEREAS, the CITY proposes to undertake a transportation project to enhance Barnwell Road at Rivermont Parkway by contract through its competitive bidding procedures ("TRANSPORTATION PROJECT"); and

WHEREAS, the COUNTY has fire hydrant, water main, water meter, service lines, and valves, as shown on construction plans for the TRANSPORTATION PROJECT ("UTILITIES"); and

WHEREAS, the UTILITIES must be adjusted or relocated as a result of the TRANSPORTATION PROJECT ("UTILITIES RELOCATION"); and

WHEREAS, the COUNTY does not have adequate equipment and staff to adjust or relocate its UTILITIES, or for other reasons considers it advantageous to have this work included in the TRANSPORTATION PROJECT contract to be let to bid by the CITY; and

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, Subparagraph I, Subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not exceeding fifty (50) years, with each other or with any other public agency, public corporation, or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the COUNTY and CITY desire to enter into an IGA to facilitate the UTILITIES RELOCATION; and

WHEREAS, as consideration for UTILITIES RELOCATION the COUNTY will reimburse the adjustment or relocation cost incurred by the CITY; and

WHEREAS, the COUNTY and CITY have determined that this IGA serves the best interest of all parties and their citizens by improving transportation and utility infrastructures.

NOW THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual promises, covenants and undertakings of the parties hereinafter set forth, and for the public purposes herein contained and provided for, the COUNTY and the CITY covenant, agree and bind themselves

as follows:

I. PURPOSE.

This IGA is entered into with the understanding by the Parties that the primary purpose of this IGA is for the Parties to meet the public purpose of transportation and utility infrastructure improvements.

II. COMPENSATION AND PAYMENT.

The total estimated cost of UTILITIES RELOCATION work contemplated under this IGA is **Two Hundred Fifty Thousand and No/Dollars (\$250,000.00)**. Said amount shall be the total COUNTY contribution to the UTILITIES RELOCATION work contemplated under this IGA and is the maximum amount of the COUNTY's obligation under this IGA, unless the IGA is amended by the parties as provided herein. It is agreed that the compensation specified herein includes both direct and indirect costs incurred in the performance of this IGA under generally accepted accounting principles and as allowed in the Federal Acquisition Regulations Subpart 31.6 and not prohibited by the laws of the State of Georgia. Should either Party, pursuant to the provisions of this IGA, terminate the work under this IGA, the performing Party shall be paid for the percentage of work completed as of the date of termination.

III. OVERVIEW.

The UTILITIES RELOCATION project contemplated by this IGA consists of the following:

ADJUSTMENT, RELOCATION AND/OR CONSTRUCTION OF APPROXIMATELY 400 LF OF WATERLINE ALONG BARNWELL ROAD AT RIVERMONT PARKWAY INTERSECTION).

IV. FULTON COUNTY'S RESPONSIBILITIES.

1. The COUNTY shall undertake the UTILITIES RELOCATION project design and submit a cost estimate to the CITY for its utility adjustment or relocation based on GDOT specifications and mean item summary.
2. The plans and estimate for the UTILITIES RELOCATION work shall be subject to approval of the COUNTY prior to advertising for bids.
3. The COUNTY shall have the right to visit and to inspect the UTILITIES RELOCATION work at any time and to advise the CITY's engineer of any observed discrepancies or potential problems with the approved UTILITIES RELOCATION plan.
4. The COUNTY shall respond, in a timely manner, to any issue that may arise during the construction phase of the UTILITIES RELOCATION. Every reasonable effort shall be made with respect to matters within the control of the COUNTY so as not to delay the contractor under any circumstances.

5. The COUNTY is responsible to reimburse all material and labor costs to the CITY related to specified UTILITIES RELOCATION work perform as part of the TRANSPORTATION PROJECT. The reimbursement shall be based on the actual construction costs and shall be paid by the COUNTY within thirty (30) days after delivery of payment request by the CITY.
6. Upon certification by the CITY's engineer that the UTILITIES RELOCATION work has been completed in accordance with the plans and specifications, the COUNTY will accept the adjusted, relocated and/or newly construction UTILITIES and will thereafter operate and maintain said UTILITIES without further cost to the CITY or its contractor.

V. CITY OF JOHNS CREEK'S RESPONSIBILITIES.

1. The CITY shall undertake the UTILITIES RELOCATION contracting and construction and shall assume responsibility for management and completion of the UTILITIES RELOCATION project.
2. The plans and estimate for the UTILITIES RELOCATION work shall be subject to approval of the CITY prior to advertising for TRANSPORTATION PROJECT bids.
3. All UTILITIES RELOCATION work, necessary for the adjustment or relocation of the described UTILITIES in accordance with the final UTILITIES RELOCATION plans when approved, shall be included in the TRANSPORTATION PROJECT contract and let to bid by the CITY.
4. All construction, engineering and contract supervision for the TRANSPORTATION PROJECT shall be the responsibility of the CITY. The CITY shall be responsible to assure that all UTILITIES RELOCATION work is accomplished in accordance with the plans and specifications and to consult with the COUNTY before authorizing any changes or deviations which affect the COUNTY's UTILITIES.
5. The CITY shall respond, in a reasonably timely manner, to any issue that may arise during the construction phase for the UTILITIES RELOCATION. Every reasonable effort shall be made with respect to matters with the control of the CITY so as not to delay the contractor under any circumstances.

VI. ADDITIONAL UNDERSTANDINGS.

The Parties to this IGA have mutually acknowledged and agreed to the following:

1. The Parties shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this IGA.
2. It is not the intent of this IGA to restrict the Parties to this IGA from their involvement or participation with any other public or private individuals, agencies or organizations.
3. It is not the intent or purpose of this IGA to create any rights, benefits and/or trust responsibilities by or between the Parties.

4. This IGA shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the IGA or keep in place any contract, except as specifically provided in this IGA.

VII. TERM. This IGA shall be effective upon execution by both Parties and continue until December 31, 2022, unless the IGA is terminated as provided herein by either Party, and in no event shall exceed a fifty (50) year term. The Parties may agree to amend this IGA at any time as provided for herein.

VIII. TERMINATION. Anything contained herein to the contrary notwithstanding, either Party may terminate the IGA:

1. If the other Party commits a material breach of the IGA and fails to cure said breach to the non-breaching Party's satisfaction after receiving thirty (30) days written notice; or
2. Without cause, if the terminating party gives ninety (90) days prior written notice to the other Party.

IX. RESPONSIBILITY FOR CLAIMS AND LIABILITY.

It is hereby stipulated and agreed between the parties that, with respect to any claim or action brought by a third party and arising out of the activities described in this IGA or stems from any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations, each party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence actions or omissions of its own agents, officers, and employees. Either Party may self-fund its obligations under this IGA. However, nothing herein shall be construed as a waiver of any Party's sovereign immunity or the immunities available to the officials, officers and employees of the Parties. To the extent allowed by law, the CITY shall ensure that any contractor retained or selected by the CITY to provide services related to the UTILITIES RELOCATOIN work contemplated in this IGA shall agree to indemnify and hold harmless the COUTNY as well as its commissioners, officers, officials, employees, and agents, from and against any and all loss and/or expense which it or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, arising out of the UTILITIES RELOCATION work irrespective of the COUNTY's negligence (except that no Party shall be indemnified for their own sole negligence). Any contractor retained by the CITY, if requested, shall assume and defend at the contractor's own expense, any suit, action or other legal proceedings arising therefrom in which the COUNTY, and/or its commissioners, officers, officials, employees, and agents, are named as a party, and the contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the COUNTY and/or its commissioners,

officers, officials, employees, and agents, arising therefrom. The CITY shall ensure that the provisions of this Article are included in all contracts and subcontracts.

X. INSURANCE. Prior to beginning the UTILITIES RELOCATION work, the CITY shall obtain and where the CITY is utilizing the services of a contractor to carry out the UTILITIES RELOCATION work, shall also cause its contractors to obtain and furnish certificates of insurance in which the COUNTY is named as an "Additional Insured," for the following minimum amounts of insurance prior to the undertaking of any of the activities contemplated under this IGA, as applicable:

- i. Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
- ii. Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence.
- iii. Property Damage Insurance in an amount of not less than fifty thousand dollars (\$50,000) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars (\$100,000).
- iv. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work contemplated under this agreement.

Insurance shall be maintained in full force and effect during the life of this IGA and until final completion of the UTILITIES RELOCATION work contemplated under this IGA. The scope and coverage of the insurance protection shall extend beyond the completion of the UTILITIES RELOCATION project until the expiration of any applicable statutes of limitations. The CITY shall retain the right to satisfy any or all of its insurance obligations under this IGA by means of a Self-Funded Plan or Program. Nothing herein shall be construed as a waiver of either Party's sovereign immunity as a governmental body, or waiver of any governmental immunities available to its officers, officials, employees or agents.

XI. CONFIDENTIALITY.

The CITY agrees to establish appropriate administrative, technical, and physical safeguards to ensure that it does not provide and make available confidentiality, protected, proprietary or privileged data in the System. The CITY agrees to abide and comply with all applicable laws, rules and regulations relating to privacy and confidentiality of protected information.

XII. REPRESENTATIONS REGARDING DATA.

Each Party has made its best efforts to ensure the accuracy and completeness of the information and data transferred or made available through the performance of the IGA. Each

Party makes no warranties or representations to the public, to the other Party or to third parties regarding data made available through the performance of the IGA. It shall be the responsibility of each Party or any third party to verify the accuracy of data. Each Party to this IGA accepts no liability that may arise from the use of data by any person or any third party. All information is provided "as is" with no warranty of any kind concerning fitness of use. No Party to this IGA shall be liable for the use of data or any inferences, judgments, or decisions resulting from use of data.

XIII. TIME OF PERFORMANCE.

Time is of the essence in all matters pertaining to this IGA. The CITY shall perform its responsibilities under this IGA, commencing on receipt a copy of written "Notice to Proceed" from Fulton County, shall complete the UTILITIES RELOCATION project based on the construction time for the TRANSPORTATION PROJECT.

XIV. REVIEW OF WORK.

Authorized representatives of the COUNTY may at all reasonable times review and inspect the activities and data collected under the terms of this IGA and any amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps and computations prepared by or for the CITY related to the UTILITIES RELOCATION. The COUNTY reserves the right for reviews and acceptance on the part of affected public agencies, railroads and utilities insofar as the interest of each is concerned. Acceptance of the UTILITIES RELOCATION work shall not relieve the CITY to exercise reasonable care to correct, at its expense, any of its errors in the UTILITIES RELOCATION work. The COUNTY's review recommendations shall be incorporated into the UTILITIES RELOCATION work activities of the CITY.

XV. RECORDS.

The CITY shall keep accurate records in a reasonable manner approved by the COUNTY with regard to the UTILITIES RELOCATION activities conducted under this IGA and submit to the COUNTY upon request, such information as is required in order to ensure compliance with this IGA.

XVI. MISCELLANEOUS.

- A. **Entire Agreement; Counterparts.** This IGA may be executed by the Parties in counterparts, each of which shall constitute an original. This IGA sets forth the entire understanding between the Parties pending the execution of the Agreement, and supersedes all previous agreements and understandings between them, oral or written, and may be amended only in a document executed by both Parties. No amendment, modification, termination, or waiver of any provision of this IGA, nor consent to any departure by the Parties, shall in any event be effective unless the same shall be in writing and signed by the

COUNTY and CITY, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

- B. **Governing Law.** This IGA and the Parties' rights and obligations hereunder, shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws rules.
- C. **Limitation on liability.** No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this IGA. Nothing herein shall be construed as a waiver of any Party's sovereign immunity or other governmental immunity as allowed by law.
- D. **Representations and Warranties of the Parties.** In furtherance of the public purposes of this IGA, the COUNTY and CITY hereby represent and warrant to each other (which representations and warranties shall be deemed independently material notwithstanding any prior inquiries) the following:
1. **Authority.** Each Party hereto expressly represents and warrants that (i) it has the power to make, deliver and perform this IGA, and has taken all necessary action to authorize the execution, delivery and performance of this IGA; (ii) this IGA when executed will constitute the valid obligations with respect to it legally binding upon the same and enforceable in accordance with the terms hereof; and (iii) no further consent or approval of any other Party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this IGA. Without limiting the generality of the foregoing, each Party hereby expressly acknowledges and represents that it has officially adopted and otherwise approved this IGA at a meeting of its governing authority in accordance with the Constitution and laws of the State of Georgia, to include, without limitation, the Georgia Open Meetings Act, O.C.G.A. 50-14-1 et seq.
 2. **Public Purpose.** This IGA and the services contemplated herein are for the public welfare and benefit and are undertaken in accordance with the laws and Constitution of the State of Georgia. Without limiting the foregoing, the parties specifically and expressly warrant and represent, and do hereby find, that this IGA (i) pertains to the provision of services and activities which the Parties are by law authorized to undertake and provide; (ii) is otherwise authorized under the Intergovernmental Contracts Clause of the Georgia Constitution of 1983, Art. IX, Sec. III, Par. 1(a); (iii) does not authorize the creation of new debt" as contemplated by Ga. Const. of 1983, Art. IX, Sec. V. Par. I(a); and (iv) does not violate O.C.G.A. § 36-30-3(a) or otherwise prevent fee legislation by any Party in matters of government, and shall be binding and enforceable against the Parties and their successors during the term hereof in accordance with its terms.

3. **No Conflicting Agreements.** The execution, delivery and performance of this IGA will not violate or contravene any contract, undertaking, instrument or other agreement to which the COUNTY and/or CITY are a Party or which purports to be binding upon said Parties. Furthermore, the execution, delivery and performance of this IGA does not violate the provisions of any Party's respective charter or Code of Ordinances, or any statutory or decisional laws of the State of Georgia respecting similarly situated municipal corporations or political subdivisions of said State (as the case may be).

The representations and warranties contained in this Section D shall be true and correct as of the date hereof and such representations and warranties, and the obligation of the COUNTY and CITY to perform their respective obligations under this IGA shall be expressly conditioned upon said representations and warranties being true and correct on the date hereof. Furthermore, each Party hereto specifically acknowledges and agrees that they shall be forever estopped from making any claim, counterclaim, assertion, or other argument of any kind contrary to the representations and warranties set forth hereinabove or otherwise contained in this IGA.

- E. **Assignment; Binding Effect.** The rights and obligations of the Parties under this IGA are personal and may not be assigned without the prior written consent of the COUNTY and the CITY. Subject to the foregoing, this IGA shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.
- F. **No Third-Party Beneficiaries.** This IGA is made between and limited to the COUNTY and CITY, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than the COUNTY and CITY, and no other person or entity shall be considered a third-party beneficiary by virtue of this IGA or otherwise entitled to enforce the terms of this IGA for any reason whatsoever.
- G. **Relationship of Parties.** Notwithstanding anything in this IGA to the contrary, neither Party shall have the power to bind nor obligate the other Party except as expressly set forth in this IGA.
- H. **Survival of Representations.** All terms, conditions, covenants, warranties contained in any determination of this IGA shall survive the termination of this IGA until amended by the applicable governing authority.

- I. **Notices.** Any notice or communication required or permitted under this IGA shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the following addresses:

To the COUNTY:

Abul K. Howlader
Engineering Administrator
Department of Public Works
141 Pryor Street, S.W., Suite 6001
Atlanta, Ga 30303

Copy to:

County Attorney
Office of the County Attorney
141 Pryor Street, S.W., Suite 4038
Atlanta, Ga 30303

To the CITY:

Joan Jones
City Clerk
11360 Lakefield Drive
Johns Creek, Ga 30097


Copy to:

City Attorney
CAROTHERS & MITCHELL, LLC
1809 Buford Highway
Buford, Ga 30518

- J. **Severability Clause.** In the event that any provision of this IGA shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this IGA shall be determined to be unlawful or otherwise unenforceable, the remainder of the IGA shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this IGA to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

IN WITNESS WHEREOF, the Parties, by and through their duly authorized representatives, have executed this IGA to be effective as of the date first set forth above.


CITY OF JOHNS CREEK, GEORGIA

By: 
Michael E. Bodker, Mayor

Attest:

By: 
Joan C. Jones, City Clerk

Approved as to Form:

By: 
City Attorney

FULTON COUNTY, GEORGIA

By: _____
Rob Pitts, Chairman
Board of Commissioners

Attest:

By: _____
Tonya R. Grier, Interim Commission Clerk

Approved as to Form:

By: _____
County Attorney



Fulton County Water Resources - Water and Sewer Facilities

Fulton County Public Works, Water Resources Barnwell Road at Rivermont Parkway		Additional Description	Unit	Orig Est Unit Price	In-Kind Items		Betterment Items		In-Kind / Betterment Total Qty	Actual Bid Costs				
					Orig Plan Total Qty	Orig Est Cost	Orig Plan Total Qty	Orig Est Cost		Actual Bid Total Qty	Actual Bid Unit Price	Actual Total Bid Cost	Actual In-Kind Bid Cost	Actual Betterment Bid Cost
171-0030	TEMPORARY SILT FENCE, TYPE C(171-0030)		LF	\$ 6.00	400	\$ 2,400.00		\$ -	400	0	\$ -	\$ -	\$ -	\$ -
500-3101	CLASS A CONCRETE(500-3101)		CY	\$ 175.00	5	\$ 875.00		\$ -	5	0	\$ -	\$ -	\$ -	\$ -
611-8120	ADJUST WATER METER BOX TO GRADE(611-8120)	If necessary	EA	\$ 500.00	2	\$ 1,000.00		\$ -	2	0	\$ -	\$ -	\$ -	\$ -
611-8140	ADJUST WATER VALVE BOX TO GRADE(611-8140)	If necessary	EA	\$ 500.00	2	\$ 1,000.00		\$ -	2	0	\$ -	\$ -	\$ -	\$ -
600-0001	FLOWABLE FILL(600-0001)		CY	\$ 150.00	10	\$ 1,500.00		\$ -	10	0	\$ -	\$ -	\$ -	\$ -
670-1060	WATER MAIN, 6 IN	DIP	LF	\$ 55.00	10	\$ 550.00		\$ -	10	0	\$ -	\$ -	\$ -	\$ -
670-1080	WATER MAIN, 8 IN	If necessary DIP	LF	\$ 85.00	10	\$ 850.00		\$ -	10					
670-1100	WATER MAIN, 10 IN	If necessary DIP	LF	\$ 95.00	10	\$ 950.00		\$ -	10					
670-1120	WATER MAIN, 12 IN	DIP	LF	\$ 105.00	370	\$ 38,850.00		\$ -	370	0	\$ -	\$ -	\$ -	\$ -
670-1600	CUT & PLUG EXISTING WATER MAIN		EA	\$ 3,500.00	3	\$ 10,500.00		\$ -	3	0	\$ -	\$ -	\$ -	\$ -
670-2500	INSERTION VALVE -	(8-12) IN DIA, If necessary	EA	\$ 12,000.00	2	\$ 24,000.00		\$ -	2	0	\$ -	\$ -	\$ -	\$ -
670-2060	GATE VALVE, 6 IN		EA	\$ 2,500.00	1	\$ 2,500.00		\$ -	1	0	\$ -	\$ -	\$ -	\$ -
670-2080	GATE VALVE, 8 IN		EA	\$ 6,500.00	1	\$ 6,500.00		\$ -	1					
670-2100	GATE VALVE, 10 IN(670-2100)	If necessary	EA	\$ 8,000.00	1	\$ 8,000.00		\$ -	1					
670-2120	GATE VALVE, 12 IN	If necessary	EA	\$ 10,000.00	1	\$ 10,000.00		\$ -	1	0	\$ -	\$ -	\$ -	\$ -
670-2002	VALVE MARKER		EA	\$ 50.00	3	\$ 150.00		\$ -	3	0	\$ -	\$ -	\$ -	\$ -
670-7000	STEEL CASING -	18-in for open cut	LF	\$ 180.00	70	\$ 12,600.00		\$ -	70	0	\$ -	\$ -	\$ -	\$ -
670-3066	TAPPING SLEEVE & VALVE ASSEMBLY, 6 IN X 6 IN		EA	\$ 5,000.00	1	\$ 5,000.00		\$ -	1					
670-3087	TAPPING SLEEVE & VALVE ASSEMBLY, 8 IN X 8 IN		EA	\$ 10,000.00	1	\$ 10,000.00		\$ -	1	0	\$ -	\$ -	\$ -	\$ -
670-3108	TAPPING SLEEVE & VALVE ASSEMBLY, 10 IN X 10 IN	If necessary	EA	\$ 12,000.00	1	\$ 12,000.00		\$ -	1					
670-3129	TAPPING SLEEVE & VALVE ASSEMBLY, 12 IN X 12 IN		EA	\$ 15,000.00	2	\$ 30,000.00		\$ -	2					
670-4000	FIRE HYDRANT		EA	\$ 6,500.00	1	\$ 6,500.00		\$ -	1					
670-5010	WATER SERVICE LINE, 1 IN(670-5010)		LF	\$ 30.00	50	\$ 1,500.00		\$ -	50					
670-5020	WATER SERVICE LINE, 2 IN		LF	\$ 40.00	20	\$ 800.00		\$ -	20					
670-5620	WATER SERVICE LINE, 3/4 IN		LF	\$ 20.00	50	\$ 1,000.00		\$ -	50					
670-5000	WATER SERVICE LINE -	1 1/2 IN	LF	\$ 25.00	50	\$ 1,250.00		\$ -	50					
670-9710	RELOCATE EXIST FIRE HYDRANT	If necessary	EA	\$ 1,500.00	1	\$ 1,500.00		\$ -	1					
670-9720	RELOCATE EXIST WATER VALVE, INCL BOX		EA	\$ 500.00	2	\$ 1,000.00		\$ -	2					
670-9730	RELOCATE EXIST WATER METER, INCL BOX		EA	\$ 500.00	2	\$ 1,000.00		\$ -	2					
670-9920	REMOVE EXISTING FIRE HYDRANT	If necessary	EA	\$ 650.00	1	\$ 650.00		\$ -	1					
611-8050	ADJUST MANHOLE TO GRADE(611-8050)	If necessary	EA	\$ 1,500.00	1	\$ 1,500.00		\$ -	1					
		* Task Allowance	Unit	\$ 54,075.00	1	\$ 54,075.00								
		Total			\$ 250,000.00		\$ -		1				\$ -	
<div> <div>GDOT SHARE</div> <div>0.00%</div> <div>FACILITY OWNER SHARE</div> <div>100.00%</div> </div>		Notes: No extra payment shall be made for Grading & Traffic control. It should be consider line items for waterline.				TOTAL EST In-Kind		TOTAL Betterment EST		TOTAL Actual Bid Cost		TOTAL Actual In-Kind Bid Cost		TOTAL Betterment Bid Cost
						\$ 250,000.00		\$ -		\$ -		\$ -		\$ -
						TOTAL ESTIMATE IN-KIND (NON-REIMBURSIBLE) FACILITY OWNER SHARE		TOTAL ESTIMATE IN-KIND & BETTERMENT		TOTAL BID COST IN-KIND (NON-REIMBURSIBLE) FACILITY OWNER SHARE		TOTAL BID COST IN-KIND & BETTERMENT		
						\$ 250,000.00		\$ 250,000.00		\$ -		\$ -		

				TOTAL ESTIMATE IN-KIND (REIMBURSABLE) GDOT SHARE TOTAL ESTIMATE IN-KIND (NON-REIMBURSABLE) FACILITY OWNER SHARE & BETTERMENT	TOTAL BID COST IN-KIND (REIMBURSABLE) GDOT SHARE TOTAL BID COST IN-KIND (NON-REIMBURSABLE) FACILITY OWNER SHARE & BETTERMENT
			\$ -	\$ 250,000.00	\$ -
Notes:	*Task Allowance: (As designated by Fulton County Project Manager)		**Items highlighted were not submitted in CES		



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0140

Meeting Date: 2/17/2021

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

The Department of Public Works requests that the Board of Commissioners rescind the previously enacted Resolution #97-0754 - Sewerage Moratorium For the Little River Sewer Service Area because the Georgia Environmental Protection Division (EPD) has authorized Fulton County to treat 2.6 Million Gallons a Day (MGD) at the recently expanded Little River Water Reclamation Facility.

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

Section 34-522 of the Fulton County Code of Ordinances.

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:

On June 4, 1997, the Fulton County Board of Commissioners adopted Resolution #97-0754 - Sewerage Moratorium for the Little River Sewer Service Area. The moratorium was necessary due to the limited treatment capacity at the Little River Water Reclamation Facility owned and operated by Fulton County and located on Cox Road in Cherokee County. At the time of the moratorium, EPD capped the total treatment capacity for the Little River facility at 1.0 MGD and would not increase the limit unless Fulton County constructed an expansion of the facility to meet current and future demands.

The purpose of the moratorium was to control the amount of flow into the facility and remain in compliance with EPD permitting requirements. The moratorium was executed by limiting the number of new sanitary sewer connections that would be permitted within the Little River service area, including all of Mountain Park, and

western portions of Roswell, Alpharetta, and Milton.

The construction of the expansion of the Little River facility was approved by the Fulton County Board of Commissioners on March 1, 2017 and awarded to Lane Construction. The expansion of the facility was designed to allow the treatment of 2.6 MGD. In late 2020, the new facility became operational and on January 21, 2021, the EPD conducted an inspection of the expansion to verify construction completion and to confirm that the facility was ready to begin operation at the expanded flow level of 2.6 MGD. On January 28, 2021, EPD authorized Fulton County to operate the Little River facility at 2.6 MGD. Therefore, the previous moratorium can now be rescinded by the Board of Commissioners.

Community Impact:

With the completion of the Little River facility expansion, the Little River service area that serves Mountain Park and the western portions of Roswell, Alpharetta, and Milton can now allow new sewer connections without the restrictions placed by the moratorium.

Department Recommendation:

The Department of Public Works recommends the moratorium be rescinded by the Board of Commissioners.

Project Implications:

With the completion of the Little River expansion project, the existing moratorium is no longer necessary.

Community Issues/Concerns:

The community has not raised any issues regarding rescinding the moratorium to Public Works staff.

Department Issues/Concerns:

The Department of Public Works has no issues or concerns with rescinding the moratorium.

1 **A RESOLUTION TO RESCIND RESOLUTION No. 97-0754 CREATING A SEWERAGE**
2 **MORATORIUM FOR THE LITTLE RIVER SEWER SERVICE AREA; AND FOR OTHER**
3 **PURPOSES.**

4 **WHEREAS**, on June 4, 1997, the Fulton County Board of Commissioners approved
5 Resolution No. 97-0754, imposing a sewerage moratorium for the Little River Sewer
6 Service Area; and

7 **WHEREAS**, the moratorium was necessary due to the limited available treatment
8 capacity at Fulton County's Little River Water Reclamation Facility ("Facility"), which is
9 located on Cox Road in Cherokee County; and

10 **WHEREAS**, at the time of the moratorium, the Georgia Environmental Protection
11 Division ("EPD") capped the Facility's total treatment capacity at 1.0 million gallons per day
12 ("MGD"), and would not increase the capacity unless Fulton County expanded the Facility
13 to meet current and future demands; and

14 **WHEREAS**, the purpose of the moratorium was to control the amount of sewerage
15 flows into the Facility by limiting the number of new sanitary sewer connections, and to
16 allow Fulton County to maintain compliance with EPD regulations and the Facility's
17 National Pollutant Discharge Elimination System Permit ("NPDES") limits; and

18 **WHEREAS**, Fulton County completed an expansion of the Facility in late 2020, and
19 on January 28, 2021, EPD authorized Fulton County to operate the expanded Facility with
20 an increased treatment capacity of 2.6 MGD; and

21 **WHEREAS**, with operation of the newly expanded Facility, the sewerage moratorium
22 is no longer necessary due to the Facility's ability to treat 2.6 MG of sewerage flow; and

23 **WHEREAS**, projects in the region served by the Facility that require new sewer
24 services may now continue without limitation so long as they comply with Fulton County
25 sewer regulations; and

26 **WHEREAS**, the Board of Commissioners finds that it is in the best interest of its
27
28

1 citizens, including their health and welfare, to rescind the sewerage moratorium within the
2 Little River Sewer Service Area.

3 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
4 expressly rescinds Resolution 97-0754, which imposed the sewerage moratorium within
5 the Little River Sewer Service Area.

6 **BE IT FURTHER RESOLVED**, that all restrictions imposed by Resolution 97-0754
7 are immediately lifted.

8 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective
9 immediately upon adoption by the Board of Commissioners, and that all resolutions and
10 parts of resolutions in conflict with this Resolution are hereby repealed to the extent of the
11 conflict.

12 **SO PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
13 Georgia, this _____ day of February, 2021.

14 **FULTON COUNTY BOARD OF COMMISSIONERS**

15 _____
16 Robert L. Pitts, Chairman

17 **ATTEST:**

18 _____
19 Tonya R. Grier
20 Clerk to the Commission

21 **APPROVED AS TO FORM:**

22 _____
23 Kaye Woodward Burwell
24 Interim County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0141

Meeting Date: 2/17/2021

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

Request approval to extend an existing contract - Public Works, Atlanta Regional Commission Contract UP1728, Fulton County Transit Master Plan in an amount not to exceed \$50,000.00 with Kimley-Horn and Associates, Inc., (Atlanta, GA) to continue providing engineering and planning services associated with the update and execution of the Fulton County Transit Plan. Effective upon issuance of the Notice to Proceed for one year.

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, 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

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: On March 18, 2020, the BOC approved a one-year contract extension with Kimley-Horn and Associates, Inc. to continue their update of the Fulton County Transit Master Plan and exploration of possible funding mechanisms for the transit improvements. During 2020, Kimley-Horn assisted Fulton County in revising the Master Plan based on new and evolving information provided by GDOT and MARTA, submitted all transit projects to the ATL for consideration as part of the Regional Transit Plan, facilitated the discussion of short-term, preferred transit investment scenarios for funding the highest priority projects, and aided with project implementation efforts associated with the Transit Master Plan projects and initiatives in both North and South Fulton County. At the end of Kimley-Horn's contract extension in December 2020, it is apparent that additional facilitation by Fulton County and Kimley-Horn is still necessary with the North and South Fulton County cities to finalize the projects to be implemented and the chosen funding scenario, including possible inclusion in the upcoming TSPLOST renewal referendum. Therefore, Public Works is requesting that Kimley-Horn's current contract be extended for another 12 months to allow Kimley-Horn staff to continue to provide assistance to Fulton County in meeting with the cities to develop the final list of transit improvement projects and their funding mechanisms.

Community Impact: Increased transit service has been identified as a need in both North and South Fulton County. The update of the Fulton County Transit Master Plan reflects the current support and desire of improvement projects along GA400, I-285, and the South Fulton Parkway.

Department Recommendation: The Public Works Department recommends the approval of this contract extension.

Project Implications: The update to the Fulton County Transit Master Plan was submitted to the ATL Regional Transit Plan in the summer of 2019. The projects still require a local match. In 2020, Kimley-Horn will assist Fulton County in building consensus among the cities on how to fund the required local component of these projects under this contract extension.

Community Issues/Concerns: None have been raised to Public Works at this time.

Department Issues/Concerns: Public Works is not aware of any issues or concerns.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	19-0186	3/16/2019	\$50,000.00
Extension #1	20-0217	3/18/2020	\$50,000.00
Extension #2			\$50,000.00
Total Revised Amount			\$150,000.00

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: Contract Extension Agreement

Exhibit 2: Contractor Performance Report

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

David Clark, Director, Public Works

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:

Agenda Item No.: 21-0141

Meeting Date: 2/17/2021

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

Grant Information Summary

Amount Requested: [Click here to enter text.](#) ☐ Cash
Match Required: [Click here to enter text.](#) ☐ In-Kind
Start Date: [Click here to enter text.](#) ☐ Approval to Award
End Date: [Click here to enter text.](#) ☐ Apply & Accept
Match Account \$: [Click here to enter text.](#)

Fiscal Impact / Funding Source

Funding Line 1:

General Fund, Public Works 100-540-5403-1160

Funding Line 2:

[Click here to enter text.](#)

Funding Line 3:

[Click here to enter text.](#)

Funding Line 4:

[Click here to enter text.](#)

Funding Line 5:

[Click here to enter text.](#)

Key Contract Terms	
Start Date: Click here to enter a date.	End Date: Click here to enter a date.
Cost Adjustment: Click here to enter text.	Renewal/Extension Terms: Click here to enter text.

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?
Choose an item.

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

Agenda Item No.: 21-0141

Meeting Date: 2/17/2021

[Click here to enter a date.](#) [Click here to enter a date.](#)



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0070

Meeting Date: 2/17/2021

1 **RESOLUTION PURSUANT TO O.C.G.A. § 15-16-20(a)(3) AND**
2 **AMENDING RESOLUTION NO. 98-0166 TO ESTABLISH A NEW LOCAL**
3 **SALARY SUPPLEMENT FOR THE FULTON COUNTY SHERIFF**
4

5 **WHEREAS**, pursuant to O.C.G.A. § 15-16-20, a county sheriff is
6 entitled to a base salary set by the State of Georgia, a cost of living increase
7 set by the State of Georgia and longevity pay set by the State of Georgia;
8 and

9 **WHEREAS**, pursuant to O.C.G.A. § 15-16-20.1, a county sheriff is also
10 entitled to additional salary set by the State of Georgia for performing “the
11 duties of a sheriff for a state court, probate court, magistrate court, juvenile
12 court, or county recorder's court under any applicable general or local law”;
13 and

14 **WHEREAS**, pursuant to O.C.G.A. § 15-16-20(a)(3), the Board of
15 Commissioners of Fulton County, as the governing authority of Fulton
16 County, “may supplement the minimum annual salary of the sheriff in such
17 amount as it may fix from time to time”; and

18 **WHEREAS**, on January 21, 1998 via the Resolution attached hereto
19 as Exhibit “1”, the Board of Commissioners approved a local salary
20 supplement for the Fulton County Sheriff to make his or her total
21 compensation equal to ninety percent (90%) of the total compensation of the
22 Superior Court Judges; and

23 **WHEREAS**, the Board of Commissioners, recognizing the broad and
24 increasing duties of the Fulton County Sheriff in light of increased population
25 since 1998, desires to increase the local salary supplement for the Fulton
26 County Sheriff.

27 **NOW, THEREFORE, BE IT RESOLVED THAT**, pursuant to O.C.G.A.
28 § 15-16-20(a)(3), the local salary supplement for the Fulton County Sheriff

1 shall be set to an amount sufficient to make the total compensation of the
2 Fulton County Sheriff, after calculating and including all amounts set by the
3 State of Georgia, equal to the total compensation of a Superior Court Judge
4 in Fulton County not serving as chief judge.

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

7 **BE IT FINALLY RESOLVED** that all Resolution 98-0166 and
8 resolutions and parts of resolutions in conflict with this Resolution are hereby
9 repealed to the extent of the conflict.

10 **PASSED AND ADOPTED** this _____ day of _____,
11 **2021.**

12 **FULTON COUNTY**
13 **BOARD OF COMMISSIONERS**

14
15 _____
16 **NAME**

17
18
19 **ATTEST:**

APPROVED AS TO FORM:

20
21 _____
22 **Tonya R. Grier**
23 **Clerk to the Commission**

24 _____
25 **Patrise Perkins-Hooker**
County Attorney

P:\CALegislation\Sheriff\Resolutions\1.6.21 Resolution - Sheriff Supplement.docx



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0085

Meeting Date: 2/17/2021

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

FULTON-DEKALB HOSPITAL AUTHORITY D/B/A GRADY HEALTH SYSTEM
(MOTION TO APPROVE FAILED ON 2/3/21)

Term = 4 years

Term below expired: 12/31/2020

Sandra DeShields-Hightower **(Carn)**

Commissioner Abdur-Rahman has nominated Thomas Wesley Dortch, Jr. for a District appointment to a term ending December 31, 2024.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0142

Meeting Date: 2/17/2021

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

Update of 2021 Legislative Agenda

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

Pursuant to Fulton County Code Section 1-117, the Board of Commissioners has exclusive control over the affairs of the County for the benefit of its citizens.

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

Open and Responsible Government

Summary & Background

Update of 2021 Legislative Agenda

Scope of Work: Click or tap here to enter text.

Community Impact: Click or tap here to enter text.

Department Recommendation: Recommend approval

Project Implications: Click or tap here to enter text.

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

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



FULTON COUNTY 2021 LEGISLATIVE UPDATE

Department of External Affairs – February 17, 2021



**ENSURE NECESSARY COVID-19 RESPONSE
RESOURCES**

**ENSURE AUTONOMY FOR
FULTON COUNTY AIRPORT**

**SUPPORT LONG-TERM TRANSIT FUNDING &
REGIONAL COOPERATION**

**STRENGTHEN BEHAVIORAL HEALTH MODEL &
FUNDING FOR SUBSTANCE ABUSE PREVENTION**

**CREATE A MORE EFFICIENT & EFFECTIVE
JUSTICE SYSTEM**

ENSURE SECURE & ACCESSIBLE ELECTIONS

**CREATE EQUITY IN APPEALS PROCESS FOR
COMMERCIAL PROPERTY ASSESSMENTS**

SUPPORT CREATIVE INDUSTRIES

SIMPLIFY HOMESTEAD EXEMPTIONS

**SUPPORT HOUSING SOLUTIONS &
AFFORDABILITY**

SUPPORT HOMEOWNER PROTECTIONS



2021
State Legislative
Update

COVID-19

Bill/Author	Description	Status
HB 112 COVID-19 Liability: Extend Business and Government Immunity until 2022 – Rep. Kelley R-16 (Cedartown)	This bill extends protections for limited liability claims passed in the 2020 "Georgia Pandemic Business Safety Act" for one year through July 14, 2022. The Act provides that businesses, health care providers, and local governments cannot be sued for the transmission, infection, exposure or potential exposure of COVID-19 unless the local government, business, or other entity was grossly negligent, engaged in willful and wanton misconduct, or recklessly or intentionally inflicted harm.	House Special Committee on Access to the Civil Justice System Favorably Reported
SB 46 Authorize Emergency Medical Technicians and Cardiac Technicians to Administer Vaccines – Sen. Burke R-11 (Bainbridge)	This bill authorizes Emergency Medical Technicians and Cardiac Technicians to administer vaccines in public health emergencies. The bill also requires reporting to the Department of Public health regarding vaccinations.	Referred to Health and Human Services Committee

Ensure Autonomy for Fulton County Airport

- Rep. Chuck Martin R-49 (Alpharetta) will (re)introduce a bill that would prohibit a city with 85 square miles within its corporate limits from annexing a county owned airport unless the county adopts a resolution approving the annexation.
- Rep. Bruce D-61 (Atlanta) will (re)introduce a bill that changes the corporate boundaries of the City of South Fulton to include the Fulton Industrial District except the Fulton County Executive Airport - Charlie Brown Field and contiguous Fulton owned properties.

STRENGTHEN BEHAVIORAL HEALTH MODEL & FUNDING FOR SUBSTANCE ABUSE PREVENTION

- The \$500K budget line for Fulton County's Permanent Supportive Housing initiative is included for funding in the proposed budget for FY 2022.

Behavioral Health

- **HB 239** Department of Behavioral Health conduct or coordinate all audits of behavioral health providers – **Rep. Hutchinson D-107 (Snellville)**: This bill provides that the Department of Behavioral Health and Developmental Disabilities conduct or directly coordinate all audits of behavioral health providers to prevent duplication with other agencies.

Referred to House Health & Human Services Committee

Human Trafficking

Bill/Author	Description	Status
HB 177 Torts; provide a cause of action against perpetrators for victims of human trafficking – Rep. Bonner R-72 (Fayetteville)	<p>This bill allows survivors of human trafficking to recover damages and reasonable attorney's fees in a court of law against traffickers.</p> <p>Companion bill: SB 33 Torts; cause of action against perpetrators for victims of human trafficking – Sen. Dixon R-45 (Buford); Referred to Senate Judiciary Committee</p>	Referred to Judiciary Committee
HB 178 Domestic relations; victims of human trafficking may petition for name change under seal – Rep. Bonner R-72 (Fayetteville)	<p>This bill provides that victims of human trafficking may petition for name change under seal.</p> <p>Companion bill: SB 34 Domestic Relations; name change; victims of human trafficking may petition – Sen. Dixon R-45 (Buford); Referred to Senate Judiciary Committee</p>	Referred to Judiciary Committee

Cybersecurity

Bill/Author	Description	Status
HB 134 Cybersecurity: Allow Discussion in Executive Session and Exempt from Open Records – Rep. Anderson R-10 (Cornelia)	This legislation allows local governments to discuss matters related to cybersecurity services in executive session—exempting the discussion from open meeting requirements. Additionally, this bill exempts certain cybersecurity documents from open records requirements.	House Judiciary Committee Favorably Reported
HB 156 Locals Must Report Cyber Attacks, Executive Session and Open Records – Rep. Parsons R-44 (Marietta)	This legislation requires counties and cities to report certain cyber-attack, data breach or malware incidents to the state director of emergency management and homeland security. Incidents are to be reported if they create a life-safety event, substantially impact the security of data and information systems, or affect critical systems, equipment or service delivery. The bill also authorizes local government to discuss matters related to cybersecurity services in executive session and exempts certain cybersecurity documents from open records.	Referred to Energy, Utilities and Telecommunications Committee

Protect Air Quality

- **HB 3 Permit Requirements for Facilities that Emit Ethylene Oxide – Rep. Allen D-40 (Smyrna)** This bill establishes additional conditions to permits for facilities that emit ethylene oxide that includes allowing Georgia Environmental Protection Divisions (GA EPD) to install equipment that can detect and monitor ethylene oxide emissions from each exhaust point at the facility. HB 3 allows GA EPD to continuously monitor direct emissions of ethylene oxide and retain records of the daily release of ethylene oxide from each exhaust point. Such reports would be made publicly available on GA EPD's website twice a year. Lastly, each facility would be required to create an ambient air monitoring plan that would include a quarterly air sampling with the results submitted to the local government where facility is located.

On Second Read - Natural Resources & Environment Committee

Local Government Requirements

Bill/Author	Description	Status
HB 79 Fireworks; Counties and Cities Would Regulate Use, Dates and Times – Rep. Allen D-40 (Smyrna)	This bill authorizes counties and cities to determine whether or not fireworks may be used within their jurisdiction and to set the dates and times of said usage. Returns issue to home rule.	Referred to Regulated Industries Committee
HB 187 Local government; provide compilation of all local ordinances; require authorities – Rep. Lim D-99 (Norcross)	This bill requires county and municipal governing authorities to provide a compilation of all local ordinances, property maintenance codes, codes of technical regulations, and associated fines and penalties.	Referred to Governmental Affairs Committee
SB 32 Disclosure of Public Employees' Records – Sen. Brass R-38 (Newnan)	This legislation adds unlisted and mobile telephone numbers among the records of public employees that do not have to be disclosed.	Referred to Judiciary Committee

Elections

Bill/Author	Description	Status
HB 59 Instant Runoffs for Overseas Voting – Rep. Cantrell R-22 (Woodstock)	This bill amends O.C.G.A. § 21-2-284 and 21-2-286 to provide for ranked choice voting to create instant runoff elections for active duty military and overseas voters. The bill authorizes the Secretary of State to issue runoff voting absentee ballots to be enclosed with regular absentee ballots for these voters.	Referred to the Special Committee on Election Integrity
HB 62 Prohibit Counties from Accepting Grants from Private Parties – Rep. Gullet R-19 (Dallas)	This bill prohibits county boards of elections and registration from accepting any grants, gifts or funding from parties other than the federal government, state government or a Georgia city or county.	Referred to the Special Committee on Election Integrity
HB 64 Manner of handling the death of a candidate prior to a nonpartisan election – Reps. Gaines R-117 (Athens) and Wiedower R-119 (Watkinsville)	This bill provides that if a candidate on the ballot for a nonpartisan election dies before the election, their name will remain on the ballot and all votes cast for the candidate will still be counted. If the deceased candidate wins the election, the contest will be handled as a failure to fill the office.	Referred to the Special Committee on Election Integrity
HB 65 Elections for Consolidated Governments – Rep. Gaines R-117 (Athens)	This bill provides that the General Assembly may, by local Act, approve nonpartisan elections for the boards of education in consolidated governments as well as the offices of the consolidated government. Elections could be held in conjunction with the general election in even-numbered years without a prior nonpartisan primary.	Referred to the Special Committee on Election Integrity

Elections

Bill/Author	Description	Status
HB 77 Electors May Vote in any Precinct – Rep. Bruce D-61 (Atlanta)	An elections superintendent may permit any voter of the county to vote in any precinct of the county. NOTE: The bill would require funding additional elections technology for counties choosing to implement; voting machines would not utilize internet system.	On Second Read - Special Committee on Election Integrity
HB 101 Elections; restrictions of voting rights for judicially incompetent persons – Rep. McLaurin D-51 (Sandy Springs)	This bill allows persons convicted of moral turpitude to vote before completion of their sentence.	Referred to the Special Committee on Election Integrity
HB 121 Elections; certain electors list maintenance activities; eliminate – Rep. Nguyen D-89 (Atlanta)	This bill prohibits removing those who have had no contact with the elections process in five years from being removed from the voting rolls. No contact means those who have not filed an updated voter registration card, have not filed a change of name or address, have not signed a petition, have not signed a voter's certificate, have not submitted an absentee ballot application or voted by absentee.	Referred to the Special Committee on Election Integrity
HB 132 Elections; written operating procedures for elections and voter registration activities in each county – Rep. Mainor D-56 (Atlanta)	This bill requires the State Election Board to require each county election superintendent and board of registrars to annually develop and adhere to numerous written operating procedures for the conduct of elections and voter registration. If the State Board does not approve of local procedures, they notify the county of its deficiencies, then the county has 30 days to make corrections. Each county must report quarterly on numerous operational procedures. Lastly, each county must create a legislative oversight advisory board, with members appointed by legislators serving the respective county.	Referred to the Special Committee on Election Integrity

Elections

Bill/Author	Description	Status
HB 227 Elections; ID Required for Absentee Ballot Application – Rep. Hawkins R-27 (Gainesville)	This bill requires electors to either submit their date of birth and driver’s license number, their personal identification card number or a photocopy of one of form of acceptable voting identification with their absentee ballot application.	Referred to the Special Committee on Election Integrity
HB 228 Elections; Revise ID Requirements for Noncitizens – Rep. Byrd R-20 (Woodstock)	This bill provides that a driver’s license or ID card issued to a noncitizen is not an acceptable form of ID to vote in Georgia. Going forward, driver’s licenses issued to noncitizens shall be clearly marked “BEARER NOT A U.S. CITIZEN – NOT VOTER ID’.” Lastly, after July 1, 2021, the DMV will be required to participate in the E-Verify (RIDE) program.	Referred to the Special Committee on Election Integrity
HB 250 Elections; Notification of Change for Early Voting Locations – Rep. Ehrhart R-36 (Marietta)	Bill prohibits counties from changing early voting locations within the 60-day period before early voting begins for primaries, general and runoff elections; or within 30 days before any special primary, special election or special election runoff. This requirement can be waived during an emergency or other event that renders the early voting location unavailable. If an emergency or other event occurs within 10 days of the start of early voting, the county must publish notice of the proposed change once a week, for two weeks, in the legal organ and post a notice of the change at the previous early voting location.	Referred to the House Special Committee on Election Integrity
HB 270 – Elections; mailing and issuance of absentee ballots –Rep. Fleming 121st District • R-121 (Harlem)	Bill moves county deadline to mail out absentee ballots from the final Friday before an election to second Friday before an election. For voters, this means that absentee ballot applications must be received 10 days before an election. This bill is a legislative priority of the ACCG to allow county election offices and voters time for processing and returning ballots before the Election Day deadline.	House Special Committee on Elections Integrity passed by Substitute

Elections

Bill/Author	Description	Status
<u>SB 29</u> Elections; Require Photocopy of ID for Absentee Ballot – Sen. Anavitarte R-31	This legislation requires electors submit a photocopy of their ID when they apply for an absentee ballot as well as when they submit the absentee ballot (within the outer envelope). Any ID that suffices to vote in person will work for this purpose. If the elector fails to do so, the registrar shall advise the elector promptly and the elector shall be allowed to correct the problem.	Referred to Ethics Committee
<u>SB 35</u> Elections: Poll Workers May Serve Outside the County Where they Live or Work – Sen. Parent D-42 (Atlanta)	This bill removes the current law requirement that poll workers must live or work in the county in which they serve.	Referred to Ethics Committee
<u>SB 37</u> Agreement Among the States to Elect the President by National Popular Vote – Sen. Au D-48	This legislation would have Georgia enact the Agreement Among the States to Elect the President by National Popular Vote. States would then apportion their presidential electors according to popular vote.	Referred to Ethics Committee
<u>SB 38</u> Elections; Allow Electors to Request Absentee Ballots for all Future Elections – Sen. Parent D-42 (Atlanta)	This legislation authorizes any elector to request and receive absentee ballots for all future elections (regularly scheduled primaries, elections and runoffs) in which they are eligible to vote. Electors may be removed if they are moved to the inactive list but can return via a confirmation notice, and the elector may opt out of receiving future absentee ballots.	Referred to Ethics Committee

Elections

Bill/Author	Description	Status
SB 39 Elections; Allow Convicted Felons (Controlled Substances) to Vote before Completion of Sentence – Sen. Jones II D-22 (Augusta)	This bill authorizes those who have been convicted of a felony involving controlled substances to register and vote in Georgia before their sentence is complete.	Referred to Ethics Committee
SB 40 Elections; Begin Tabulating Absentee Ballots Earlier – Sen. Jordan D-6 (Atlanta)	This bill authorizes local election offices to begin tabulating absentee ballots processing and scanning absentee ballots on the second Monday prior to an election.	Referred to Ethics Committee
SB 62 Elections; name and designation of the precinct appears on every ballot – Sen. Tippins R-37 (Marietta)	This bill requires that the specific name and designation of the precinct be printed on all primary, general, nonpartisan, and run-off election ballots. Every ballot used in primaries and general elections must be embedded a holographic security device or seal to prevent voter fraud (this seal cannot be capable of identifying the elector). County registrars must keep track of who has been issued absentee ballots as well as the date sent, whether such ballot has been returned, whether the ballot has been accepted and the current status of the ballot. Upon the conclusion of counting, absentee ballots shall be sorted and stored by precinct in sealed containers. The chain of custody for such containers shall be maintained until such ballots can be legally disposed.	Referred to Ethics Committee
SB 67 Elections; Submission of Absentee Ballot Application ID – Sen. Walkers III R-20	This bill requires voters to submit their date of birth and Georgia driver's license number, personal identification card number or a photocopy of one of the acceptable voter IDs with their absentee ballot application. The Secretary of State is also authorized to establish a web portal for electors with a Georgia driver's license or a personal ID to submit absentee ballot requests in this bill.	Referred to Ethics Committee

Elections

Bill/Author	Description	Status
SB 68 Elections; Prohibit Absentee Ballot Drop Boxes – Sen. Mullis R-53 (Chickamauga)	This bill prohibits counties from using absentee ballot drop boxes for the delivery of completed absentee ballots. Ballots must be mailed or delivered personally to the local election office.	Referred to Ethics Committee
SB 69 Elections; End Automatic Voter Registration – Sen. Mullis R-53 (Chickamauga)	This bill requires people to “affirmatively and specifically” indicate the desire to register to vote, then sign the voter registration application, when going to the DMV to obtain, renew or change their driver’s license information .	Referred to Ethics Committee
SB 70 Elections; Prohibits new Georgia residents from voting in runoffs – Sen. Mullis R-53 (Chickamauga)	This bill provides that a person who votes in a general election for the office of United States Representative or United States Senator in another state and subsequently moves to Georgia shall be ineligible to vote in a runoff for any such offices in this state in the same election cycle.	Referred to Ethics Committee
SB 71 Elections; Requires an excuse to vote absentee – Sen. Mullis R-53 (Chickamauga)	This bill eliminates no-excuse absentee voting by mail in Georgia. In order to vote absentee by mail, electors must be required to be absent from their precinct; have or must care for someone who has a physical disability; have a religious holiday on election day; have to work for the protection of the health, life, or safety of the public during the entire time of voting (advance voting period or on election day); or are 75 years of age or older.	Referred to Ethics Committee

Elections

Bill/Author	Description	Status
SB 72 Elections; Mandates monthly updates to election officials of voters who have died – Sen. Mullis R-53 (Chickamauga)	This bill requires county registrars to obtain monthly lists from the coroner, judge of the probate court, and funeral homes in the county identifying information about persons who died in the county during the previous month in order remove these names from the list of electors.	Referred to Ethics Committee
SB 73 Elections; Limits on Absentee Ballot Application Distribution – Sen. Mullis R-53 (Chickamauga)	This bill limits the distribution of absentee ballot applications to the Secretary of State, an election superintendent, a board of registrars, or a candidate or a candidate's campaign committee. Any groups legally authorized to distribute absentee ballot forms or applications must prominently disclose their name on the forms/applications.	Referred to Ethics Committee
SB 74 Elections; Expands Poll Watcher Access Expansion – Sen. Mullis R-53 (Chickamauga)	This bill provides access for poll watchers to all areas in tabulating centers to observe the vote counting process. Restrictions of movement and activities of poll watchers, in order to provide for the security of the ballots and to prevent tabulating interference, by the election superintendent is allowed but should be minimal.	Referred to Ethics Committee

Elections

Bill/Author	Description	Status
SB 79 Registration of Voters; felonies involving moral turpitude; shall not register to, remain registered to, or vote – Sen. Jones II D-22 (Augusta)	This bill authorizes those convicted of a list of felonies involving moral turpitude offenses to vote if they have finished their incarceration and are on parole, probation, are participating in various drug abuse treatment or education programs.	Referred to Senate Judiciary Committee
SB 89 Elections and Primaries; chief elections assistance officer; qualifications, appointment, supervision, and duties Senator Butch Miller Dist. R-49 (Gainesville)	Bill establishes the position of chief elections assistance officer within the Secretary of State's Office who will support and assist county election superintendents, including their training; investigate the causes of low performance and lack of adherence to election laws and procedures; offer support services to improve performance. Within 90 days of the evaluation, if the county superintendent is still in violation of the criteria – as determined by the State Election Board – that superintendent may be suspended (based on determination during a Board hearing) and replaced by the Board. The replacement is to be paid by the county.	Senate Read and Referred to Ethics Committee

CREATE A MORE EFFICIENT & EFFECTIVE JUSTICE SYSTEM

Bill/Author	Description	Status
HB 15 Preventing Tragedies Between Police and Communities Act – Rep. Scott D-76 (Rex)	This bill requires each officer to receive training on various topics centered around de-escalation techniques and crisis intervention training. The bill also requires that each law enforcement unit provides ongoing education on these topics on an annual basis beginning January 1, 2022.	Referred to Public Safety and Homeland Security Committee
HB 19 Due Process in Civil Forfeiture Act; enact – Rep. Scott D-76 (Rex)	This bill changes the burden of proof in civil forfeiture actions to clear and convincing evidence, the current standard is a preponderance of the evidence. The bill also requires that a public defender be assigned in civil asset forfeitures actions.	Referred to Judiciary Non-Civil Committee
HB 20 Elimination of Immunity for Coroners and Medical Examiners in Certain Death Investigations – Rep. Scott D-76 (Rex)	This bill eliminates sovereign immunity for medical examiners and coroners in death investigations involving law enforcement. The bill defines heirs and provides for civil actions against a coroner who misrepresents facts or tampers with evidence.	Referred to Judiciary Committee
HB 69 Elimination of Sovereign Immunity for State Officers and Local Law Enforcement – Rep. Kendrick D-93 (Lithonia)	This bill revises exceptions to state liability for tort claims for state officers and local law enforcement who have allegedly acted grossly negligent or to have committed a violation of law within the scope of his or her duties.	Referred to Judiciary Committee

CREATE A MORE EFFICIENT & EFFECTIVE JUSTICE SYSTEM

Bill/Author	Description	Status
<u>HB 110</u> Allow Anyone who qualifies for a Weapons Carry License to Carry a Weapon – Rep. Clark R-147 (Warner Robins)	This bill allows any person who qualifies for a weapon carry license may lawfully carry a weapon without a permit. The bill states no person who is not otherwise prohibited by law from possessing a handgun may have or carry such weapon at parks, historic sites, and recreational areas.	Referred to Public Safety and Homeland Security Committee
<u>HB 145</u> Standards for Use of Force by Law Enforcement – Rep. Boddie D-62 (East Point)	This bill sets forth new standards for the use of force by law enforcement. Law enforcement shall apply non-violent means before the use of force. When physical force is used law enforcement shall: Not use deadly physical force to apprehend a person who is suspected of only a misdemeanor or nonviolent felony offense; Use only a degree of force consistent with the minimization of injury to others; Ensure that assistance and medical aid are rendered to any injured or affected persons as soon as practicable; and Ensure that any identified relatives or next of kin of persons who have sustained serious bodily injury or death are notified as soon as practicable; Identify themselves prior to the use of physical force; Not use a chokehold.	Referred to Judiciary Non-Civil Committee

CREATE A MORE EFFICIENT & EFFECTIVE JUSTICE SYSTEM

Bill/Author	Description	Status
<u>SB 10</u> "Jaye Mize Law"; promoting illegal drag racing and laying drags; provide for an offense – Sen. Jones D-10 (Decatur)	This bill provides penalties for drag racing to those who are knowingly present at a street racing event as well as those who promote and advertise events. Drivers would be fined a minimum of \$2,500 and involved vehicles will be impounded and stored at the operator's risk and expense until the adjudication of the offense. The bill would also require high-performance license plates for cars made with or modified to have 650 horsepower or more.	Referred to Judiciary Committee
<u>SB 77</u> Controlled Substances; possession of certain quantities of marijuana constitutes a misdemeanor – Sen. Jones II D-22 (Augusta)	This bill changes misdemeanor charges for possession of marijuana from one ounce or less two ounces or less. If the amount of possession is one-half ounce or less, the offender would be punished by a fine not to exceed \$300.00. If the amount is at least one-half ounce but not more than two ounces, he or she can be punished by imprisonment for a period not to exceed 12 months or a fine not to exceed \$1,000.00, or both, or community service not to exceed 12 months.	Referred to Senate Judiciary Committee

District Attorney and Probate Court

Bill #/Author	Description	Status
HB 97 Require Oath for Chief Probate Court Clerks – Rep. Leverett R-33 (Elberton)	This legislation requires probate judges who appoint a chief clerk in place of serving as clerk themselves, to administer an oath to the person appointed as a clerk. Currently, probate judges also serve as chief clerk of the probate court by operation of law.	Referred to Judiciary Committee
HB 140 District Attorney May Request Change of Venue – Rep. Boddie D-62 (East Point)	This bill allows the District Attorney (DA) to request a change of venue if the previous DA has been removed or the local government has released information that may taint the jury.	Referred to Judiciary Non-Civil Committee
HB 143 Creation of District Attorneys Oversight Commission – Rep. Boddie D-62 (East Point)	This bill creates the District Attorney Oversight Commission to investigate complaints and alleged wrongdoing by an elected District Attorney and make recommendations to the Supreme Court regarding disciplinary action or removal from office.	Referred to Judiciary Committee

Public Property Tax Exemption

- **HB 151 Property Tax Exemptions; Public Property – Rep. Burnough D-77 (Riverdale):** This bill would remove one of the qualifications for property tax exemption for property owned by a government outside of that government's borders. Specifically, this bill would remove the existing property tax exemption for extra-territorial property that is at least 25 percent developed and contains facilities actively used for governmental purposes. Other property tax exemptions for extra-territorial property would be unaffected (parcels of 300 acres or less, watershed properties, and city-owned property in a county within which at least part of the city's municipal boundaries lie).
 - The target of this bill is Hartsfield-Jackson International Airport, which is owned by the City of Atlanta but much of which lies within Clayton County.

Referred to Ways & Means Committee

Taxation

Bill/Author	Description	Status
HB 63 Title Ad Valorem Tax: Changing Taxable Value for Leased Vehicles – Rep. Blackmon R-146 (Bonaire)	This bill alters the method by which vehicles leased for private purposes are taxed for title ad valorem tax (TAVT) purposes. Under current law, the TAVT tax rate is applied to the total of all "base payments" under the lease, plus any down payment. HB 63 would deduct from that taxable base the interest component, plus any finance charges, that are included in the base payments and/or down payment. HB 63 would also clarify existing law regarding the taxable value of used vehicles that are purchased under a seller-financed arrangement.	Referred to Ways & Means Committee
HB 66 Tax Abatement: County Can Contest Bond Validation Proceeding – Rep. Oliver D-82 (Decatur)	This bill expands current law to allow all directly affected taxing authorities the ability to participate in tax abatement bond validation proceedings. Current law only allows citizens located in the jurisdiction proposing the abatement to contest the validity of the bond that implements the tax abatement.	Referred to Governmental Affairs Comm.
HB 75 Property Tax: Clarify Millage Rate Notification Requirements – Rep. Gambill R-15 (Cartersville)	This bill revises the confusing language of the public notice that must be published when a local government proposes a property tax millage rate that exceeds the "rollback rate". The rollback rate is the millage rate that would generate the same revenue as in the prior year, taking into account inflationary increases in the tax digest. HB 75 would clarify that while a proposed millage rate that is higher than the rollback rate would result in overall higher government tax revenue, an individual property owner's taxes may or may not go up. The notice language proposed in this bill would provide the property owner with clearer information on how to calculate his/her taxes. <u>Additionally, HB 75 would allow any local government that has a "floating" homestead property tax exemption to dispense with the otherwise applicable public notification of tax increase requirements.</u>	Referred to Ways & Means Committee

Taxation

Bill/Author	Description	Status
HB 317 Excise tax; revise definition of innkeeper to include marketplace facilitators; provisions – Rep. Stephens, R-164 (Savannah)	On and after July 1, 2021, an excise tax of \$5.00 per night shall be levied upon the rental or lease of any room, lodging, or accommodation by an innkeeper. Bill extends Hotel-Motel Tax to Air B & B and similar shelter rentals. Extended stay rentals shall be exempt from the tax levied by this Code section. Revenues will continue to be used exclusively for transportation purposes in this state with up to 10 percent of the fees collected to be appropriated for transit projects.	House Hopper

Taxation

Bill/Author	Description	Status
SB 6 "Tax Credit Return on Investment Act of 2021" – Sen. Albers R-56 (Roswell)	This bill allows for analysis of the costs and benefits from state laws that provide tax exemptions, credits, deductions, and abatelements. Each year, the chairs of the House Ways & Means Committee and Senate Finance Committee could request an economic analysis of up to <u>five</u> existing or proposed tax expenditure laws by contract with one or more independent auditors. The analysis would consider the costs to the state from the law, along with any public benefits flowing from that law.	Senate Passed (51-0); Referred to House Ways & Means
SB 41 Tax Commissioners Retirement Fund of Georgia – Senators Hufstetler R-57 (Rome) and Jackson D-2 (Savannah)	This bill creates a new retirement system for tax commissioners not covered under previous plan. The retirement fund would be administered by a board consisting of tax commissioners and Governor's appointees. The retirement fund would be funded by: 1) Monthly contributions of \$105 from each tax commissioner; 2) A new 50-cent fee on all delinquent property tax bills (not including property tax on motor vehicles); and 3) 20% of the 1% administration fee that is currently paid to the county general fund on collections of Title Ad Valorem Tax (TAVT). As a retirement bill, SB 41 would be subject to an actuarial review in 2021 and only eligible for adoption in 2022.	Referred to Retirement Committee
SB 57 Tax Exemptions and Credits: Economic Analysis – Sen. Jordan D-6 (Atlanta)	This bill authorizes the chairperson of the House Committee on Ways and Means and the chairperson of the Senate Finance Committee to each request up to <u>three</u> economic analyses that shall be completed by the <u>state auditor</u> on or before December 1 of the year in which such analysis was requested.	Referred to Senate Finance Committee

Community & Economic Development

Bill/Author	Description	Status
HB 86 Georgia Lottery Mobile Sports Wagering Integrity Act – Rep. Stephens R-164 (Savannah)	This bill legalizes online sports betting through the Georgia Lottery Corporation. Gamblers must be at least 21 years of age and gambling proceeds would be used to supplement improvements and enhancements for Georgia’s education purposes and programs.	House Economic Development & Tourism Committee Favorably Reported by Substitute
HB 148 Development Authorities Board of Directors Appointment and Removal – Rep. Schofield D-60 (Atlanta)	This bill clarifies who can be appointed to a development authority's board of directors to include tax paying residents and business owners who pay ad valorem taxes on real or personal property within the county or municipal corporation for which the authority is created. The bill also authorizes a process for the local governing authority to remove development authority appointees.	Referred to Governmental Affairs Committee
SB 30 "Rural Georgia Jobs and Growth Act" – Senators Beach R-21 (Alpharetta) and Harbison D-15 (Columbus)	The “Rural Jobs and Growth Act” authorizes pari-mutuel horse racing and gambling in Georgia. It establishes the Georgia Horse Racing Commission to regulate this industry.	Referred to Regulated Industries Committee

Resolutions: Constitutional Amendments

Bill #/Author	Description	Status
<u>HR 28</u> Constitutional Amendment; Allow Those Convicted of Moral Turpitude to Vote Before Completion of Sentence – Rep. McLaurin D-51 (Sandy Springs)	This proposed constitutional amendment authorizes those who have been convicted of a felony involving moral turpitude to register and vote in Georgia before their sentence is complete.	Referred to the Special Committee on Election Integrity
<u>HR 30</u> Constitutional Amendment; Authorize Casino Gambling in Georgia – Rep. Stephens R-164 (Savannah)	This proposed constitutional amendment legalizes limited casino gambling in Georgia. Proceeds would be used for educational programs and purposes, administering and regulating the casino gambling, and programs for the prevention and treatment of compulsive and addictive gambling.	Referred to Economic Development & Tourism Committee
<u>SR 26</u> Constitutional Amendment; Allowing State to Issue Bonds for Airport Projects – Sen. Harper R-7 (Ocilla)	This proposed constitutional amendment would allow the state to incur general obligation debt in order to make loans or grants to local governments and local authorities that own airports for the acquisition, construction, development, extension, enlargement, or improvement of airports.	Referred to Appropriations Committee
<u>SR 53</u> Constitutional Amendment; Pari-Mutuel Betting; horse racing; on the premises of racetrack by or on behalf of the state – Senators Beach R-21 (Alpharetta) and Harbison D-15 (Columbus)	This proposed constitutional amendment legalizes pari-mutuel betting on horse racing in Georgia. No off-track or off-site betting is authorized. State proceeds would be used to administer and regulate the industry, fund educational programs and purposes, and fund rural health care services and insurance coverage.	Referred to Senate Regulated Industries and Utilities Committee



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0143

Meeting Date: 2/17/2021

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

Presentation and discussion of the South Fulton Wastewater Capacity Study.

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

None - This item is presented for information purposes only.

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

Health and Human Services

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:

In the fall of 2019, Public Works, with assistance from the consulting firm Gresham Smith, undertook a 40-year study to assess the current wastewater conveyance and treatment infrastructure in the area served by Fulton County Public Works in the South Fulton County area. The study include participation of all South Fulton County cities including Chattahoochee hills, College Park, East Point, Fairburn, Palmetto, South Fulton, and Union City.

Public Works and Gresham Smith staff met with each city to review their current development and comprehensive plans to better under the types and densities of new and redevelopment each city is anticipating over the next forty years. These growth projections were used to develop sanitary sewer needs for the 2020 - 2029, 2030-2039, 2040-2049, and 2050-2059 planning years.

The study included an evaluation of the existing gravity sanitary sewers, force main sewers, and pump stations currently in service throughout the South Fulton service area. Additionally, the study identified areas in the South Fulton area currently not being served by sewer and identified were new pump stations, force mains and gravity sewers should be extended to accommodate the planned growth.

The findings of the study included the identification of 122,500 linear feet of new gravity sewer pipes, 34,600 linear feet of upsizing existing gravity pipes, the installation of 982,700 linear feet of new force mains, the upsizing of three existing pump stations, and the creation of eight new pump stations over the coming 40 years.

Finally, the study recommended the expansion of the Camp Creek Water Reclamation Facility from 24 MGD to 48 MGD by 2030 in order to be able to treat the forecasted increased in sanitary sewer flow.

Based on this study, over \$520 million in sanitary sewer conveyance and treatment improvements have been identified throughout the South Fulton service area. The consultant is now performing a Rate Study analysis

to determine the appropriate funding structure to pay for these improvements.

Community Impact: The continued improvement and expansion of the sanitary sewer collection and treatment infrastructure is necessary to ensure that future growth can be accommodated.

Department Recommendation: No action is necessary at this time. Once the Rate Study is complete, a separate agenda item and recommendation will be developed and presented to the Board of Commissioners.

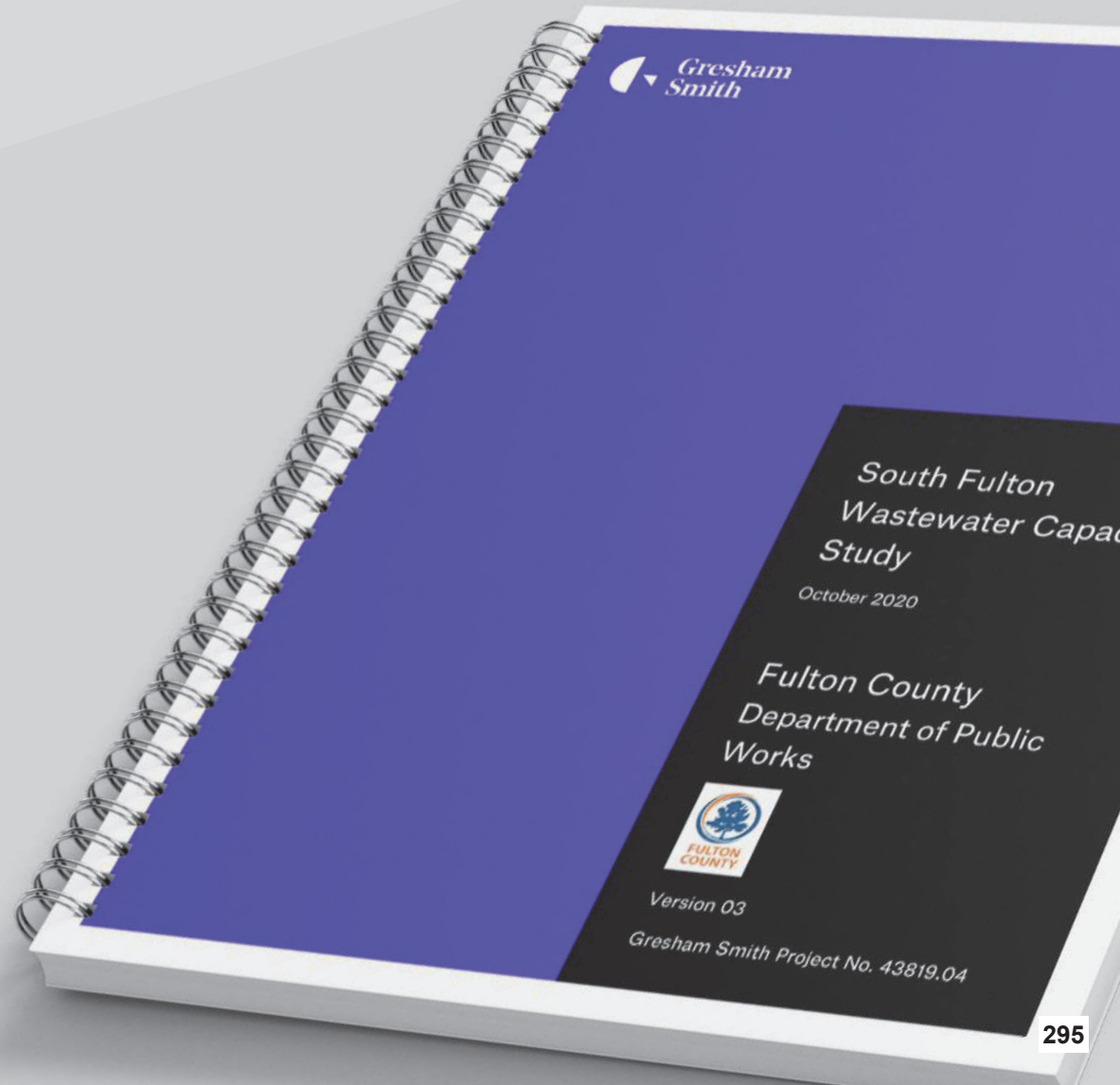
Project Implications: Without an updated and improvement sanitary sewer system, growth will be limited in the South Fulton Service Area.

Community Issues/Concerns: This presentation was presented to the South Fulton Mayors on January 15th. During the presentation, the South Fulton Mayors seemed to support the improvements as outlined, though stressed the need to address current noise and odor issues at the Camp Creek facility sooner.

Department Issues/Concerns: Public Works staff supports the improvements outlined in this study.

South Fulton Wastewater Capacity Study

Fulton County Board of Commissioners
February 17, 2021

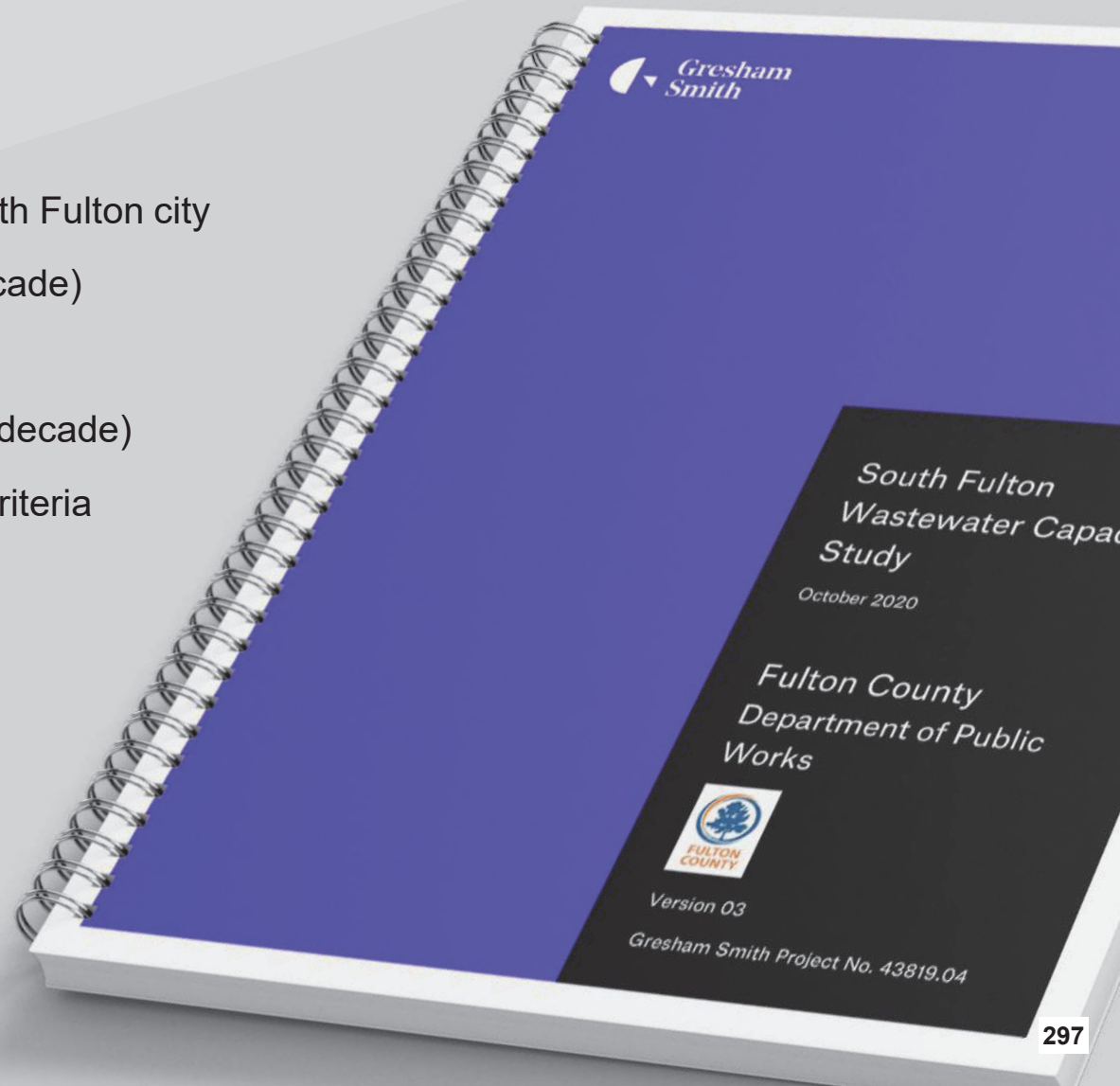


PROJECT GOAL: Working collaboratively with the cities of south Fulton County to utilize current wastewater capacities with planned economic growth and development to identify needed expansions and upgrades to the infrastructure.

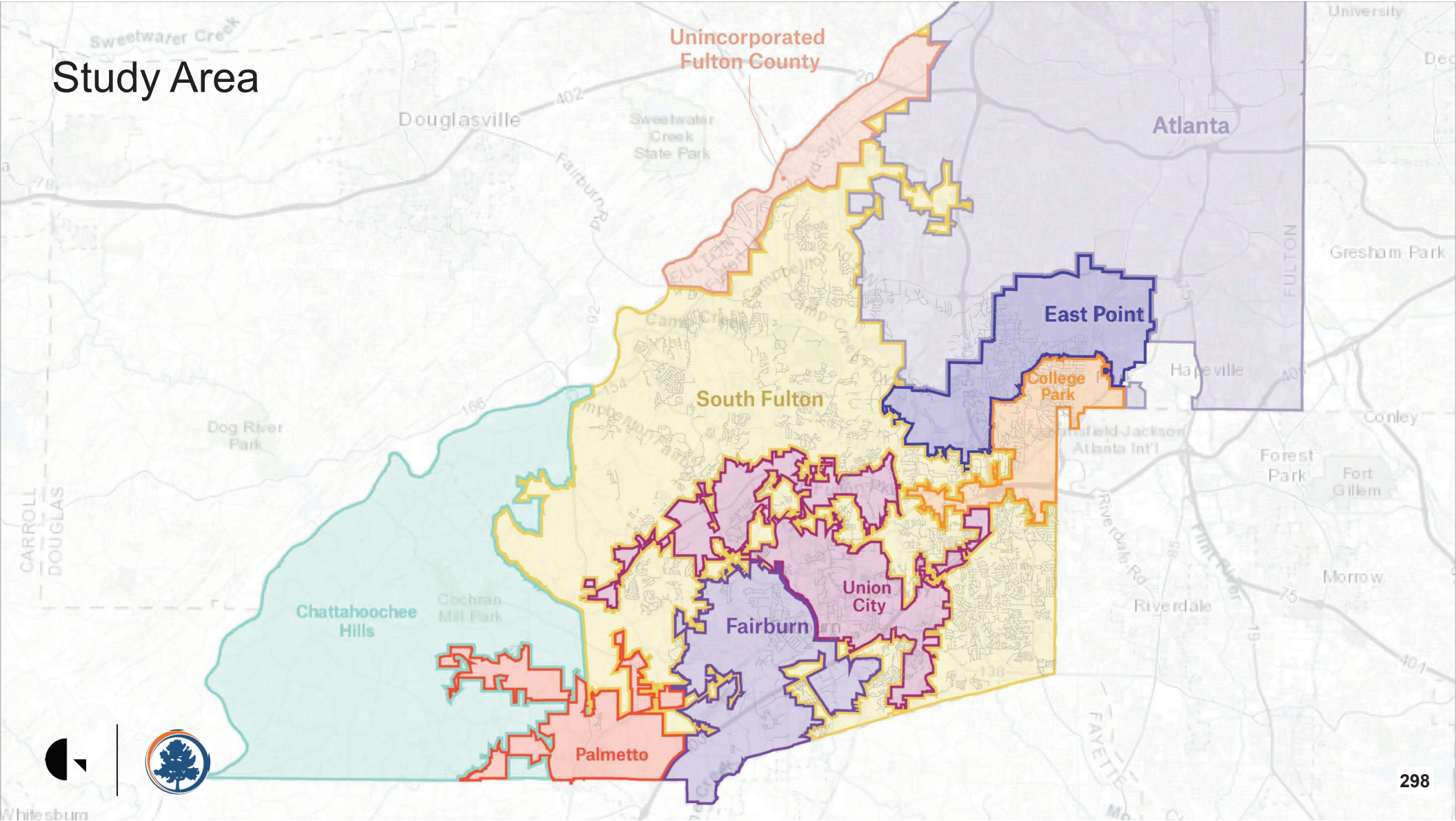


Overall Approach

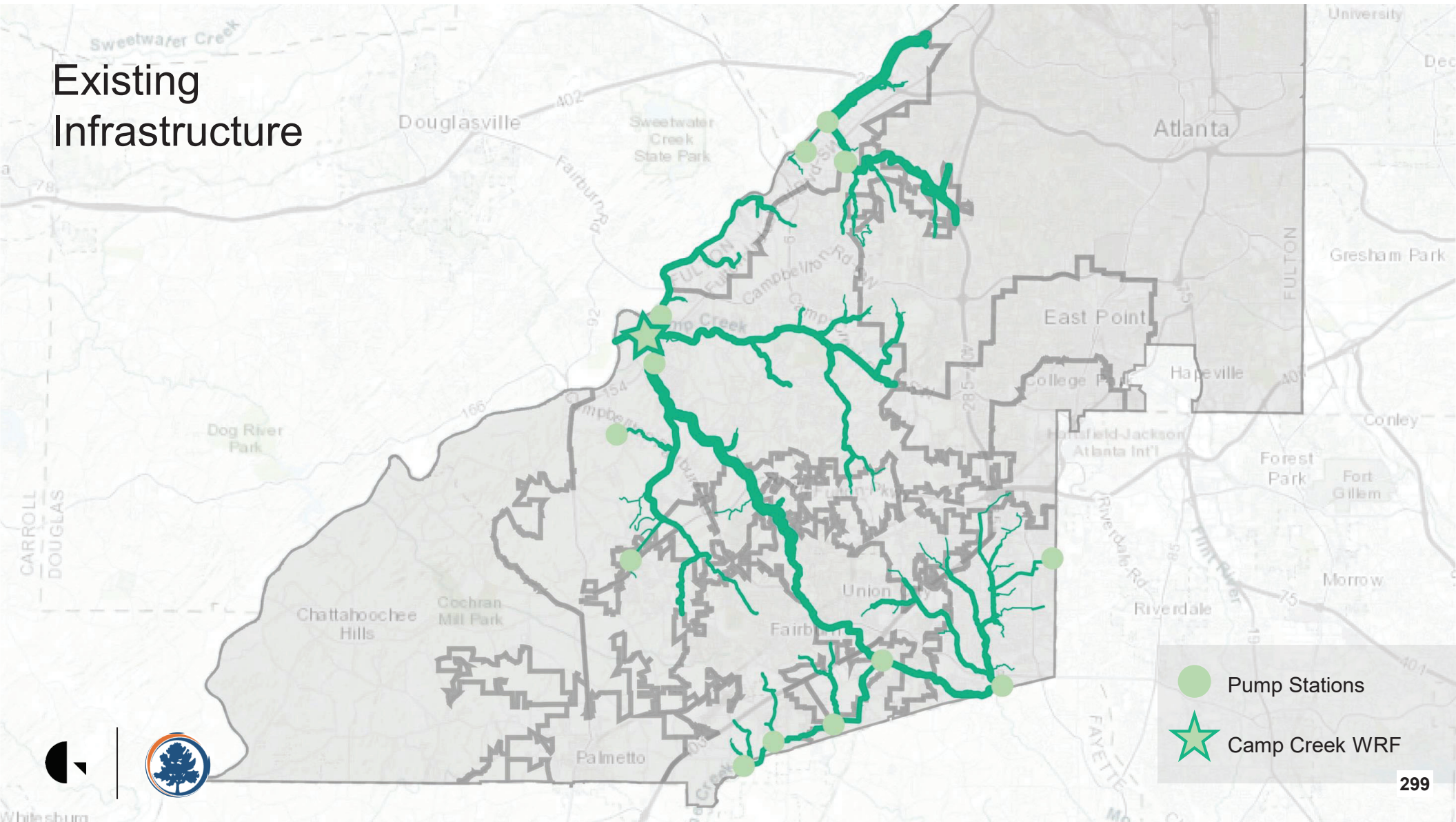
1. Conducted individual meetings with each South Fulton city
2. Coordinated on future flow projections (by decade)
3. Updated 2007 model's pipes/pump stations
4. Updated 2007 model flow disaggregation (by decade)
5. Examined system capacity against planning criteria
6. Modeled iterative upgrades to accommodate future flows (by decade)
7. Assembled planning level cost opinions for upgrades and improvements
8. Compiled all findings into a Capacity Evaluation Report



Study Area



Existing Infrastructure



Planning Criteria

Upsized Pump Stations (*systemwide*)

- Firm pumping capacity increased to meet 2050 max flow

Force Mains (*systemwide*)

- Velocities maintained 2-10 fps

Gravity Sewers (*systemwide*)

- Maintained at less than 75% full

New Service to Chattahoochee Hills

- New regional pump stations (in “villages”)
- New force mains upgradient
- New gravity sewers downgradient

Extended Service in the City of South Fulton

- New gravity sewers, with manholes @ ~400 feet

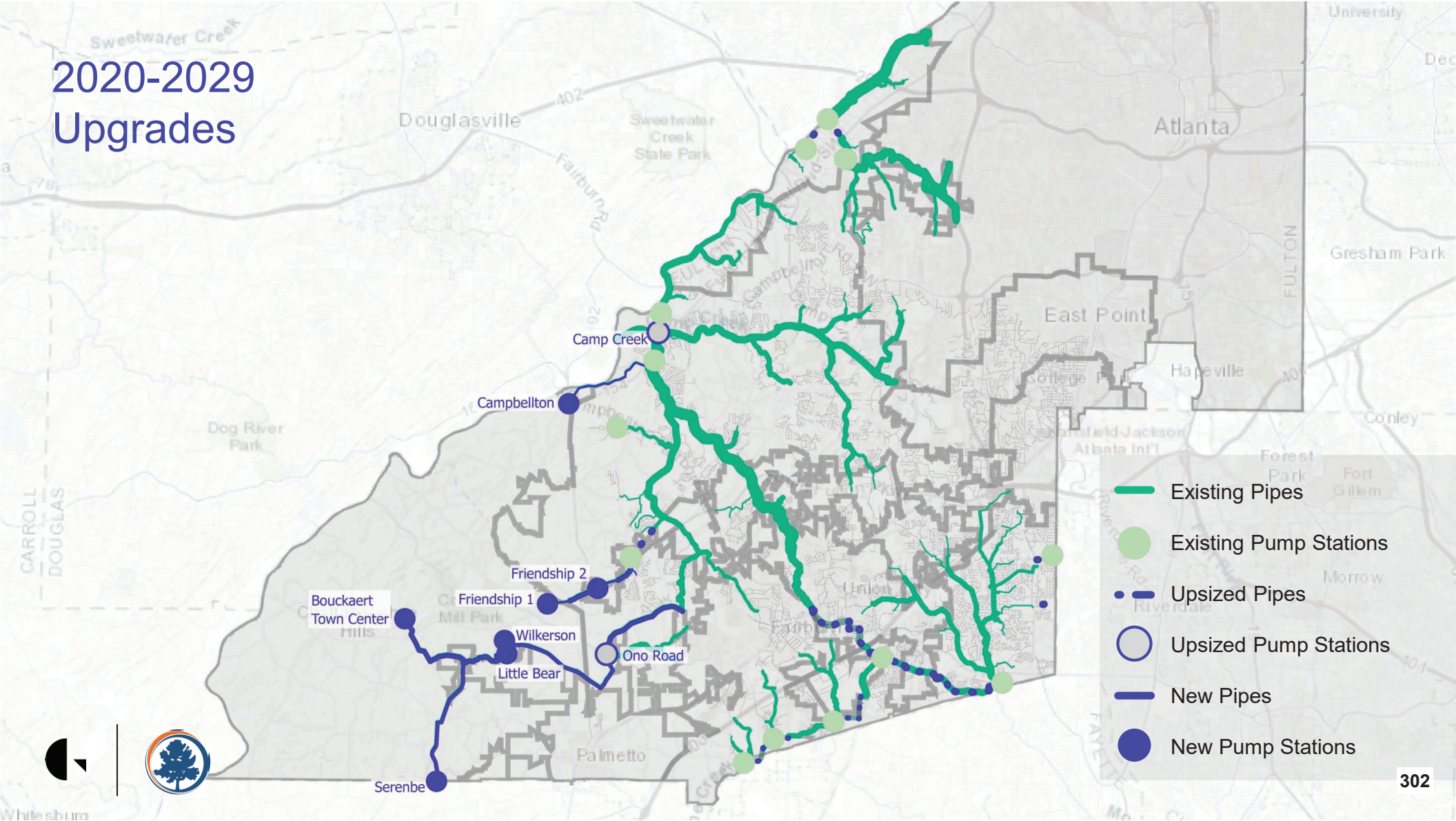


Future Flow Projections

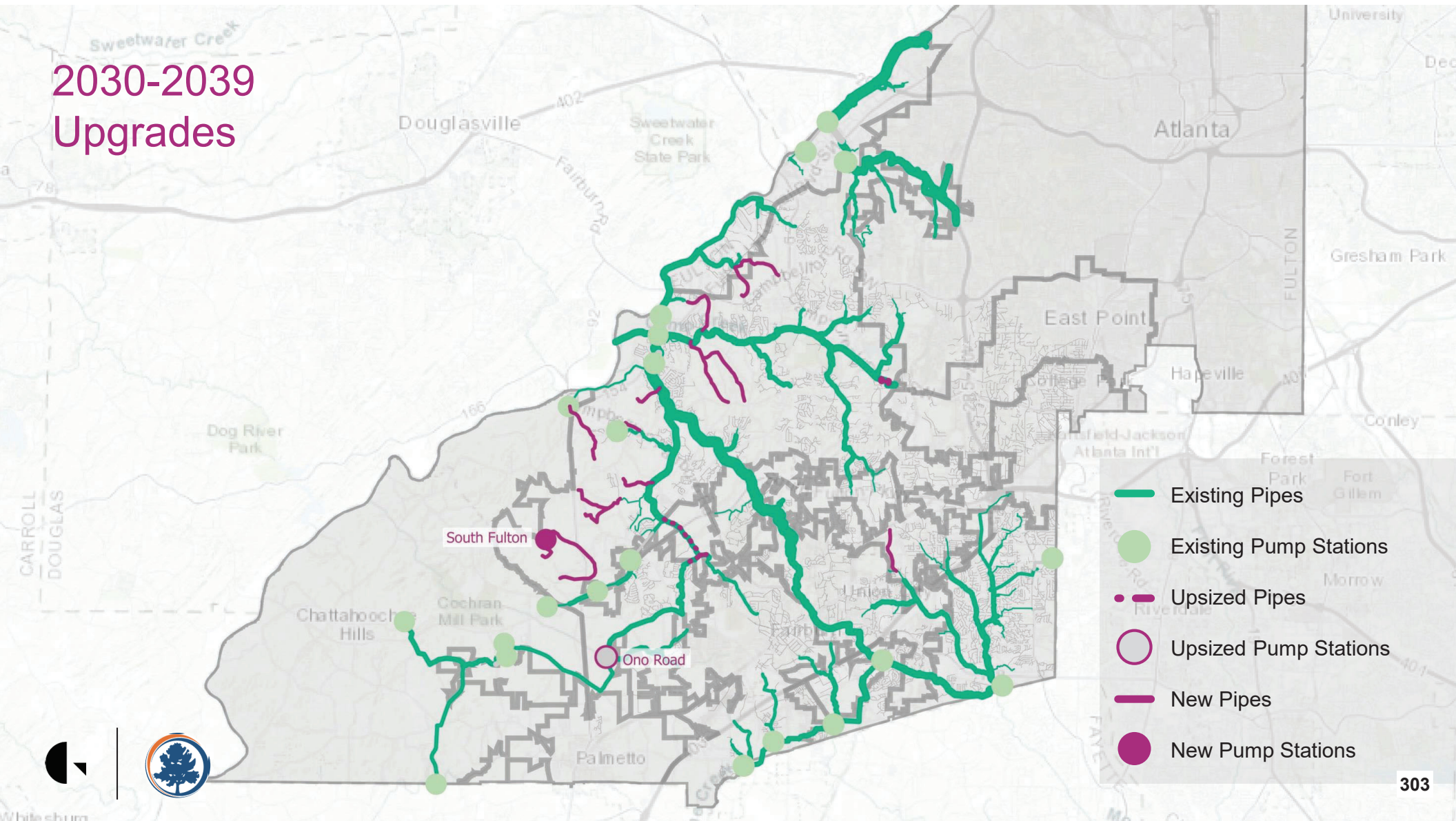
City	2019 Average (GPD)	2020-2029 (GPD)	2030-2039 (GPD)	2040-2049 (GPD)	2050-2059 (GPD)
Chattahoochee Hills	0	1,587,000	2,152,000	6,694,000	11,034,000
College Park	1,310,000	1,349,000	3,068,000	6,865,000	9,510,000
Fairburn	1,090,000	1,123,000	2,031,000	2,683,000	3,349,000
Palmetto	750,000	773,000	1,176,000	3,049,000	3,164,000
Union City	1,970,000	2,306,000	2,839,000	4,726,000	6,830,000
Atlanta	2,420,000	2,493,000	2,910,000	3,355,000	3,800,000
East Point	900,000	1,369,000	1,846,000	2,619,000	3,345,000
Tyrone	150,000	155,000	483,000	817,000	1,150,000
Fulton Direct Customers	7,360,000	12,018,000	14,512,000	17,872,000	22,230,000
Total ADDF	15,950,000	23,173,000	31,017,000	48,680,000	64,412,000



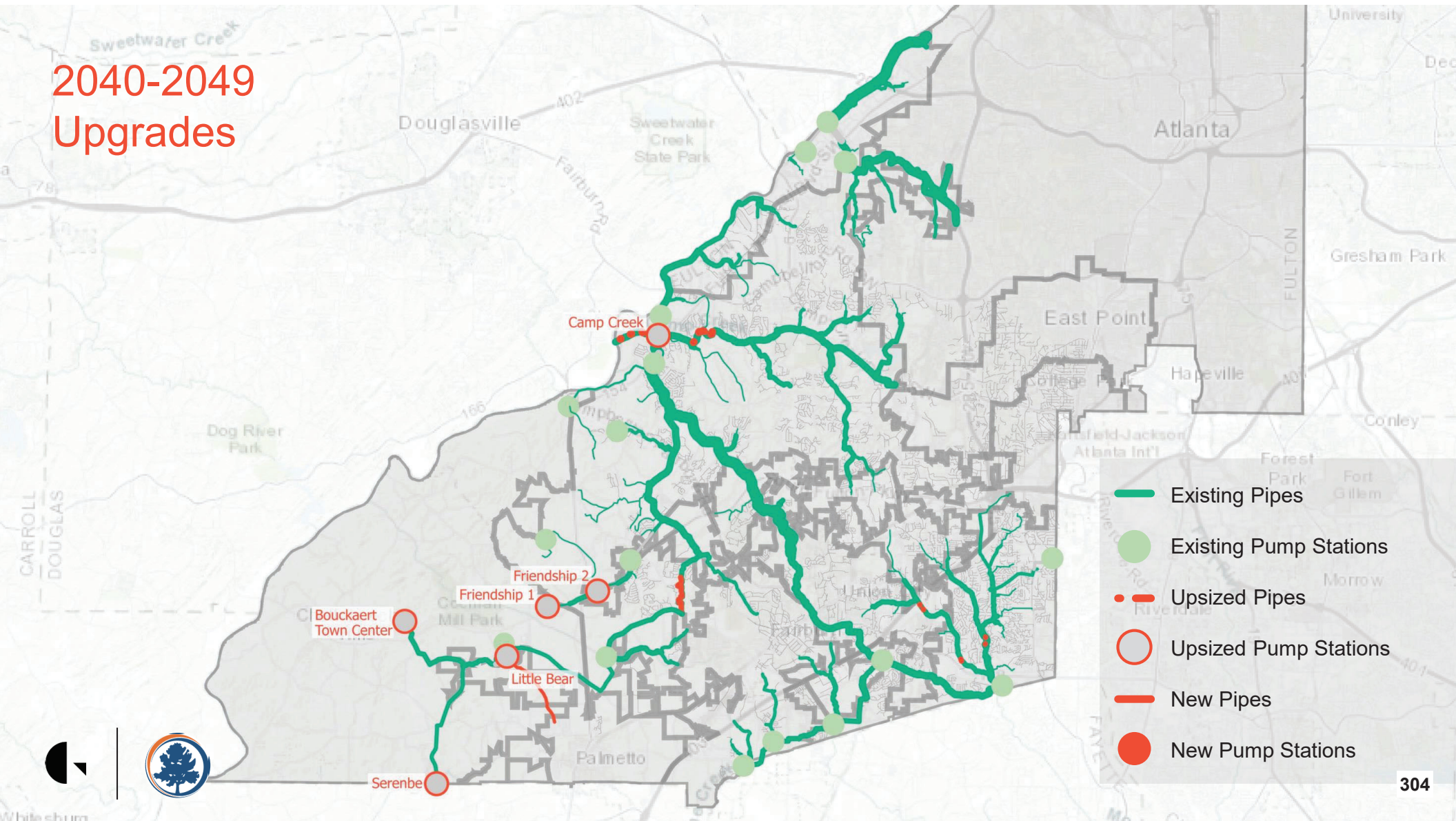
2020-2029 Upgrades



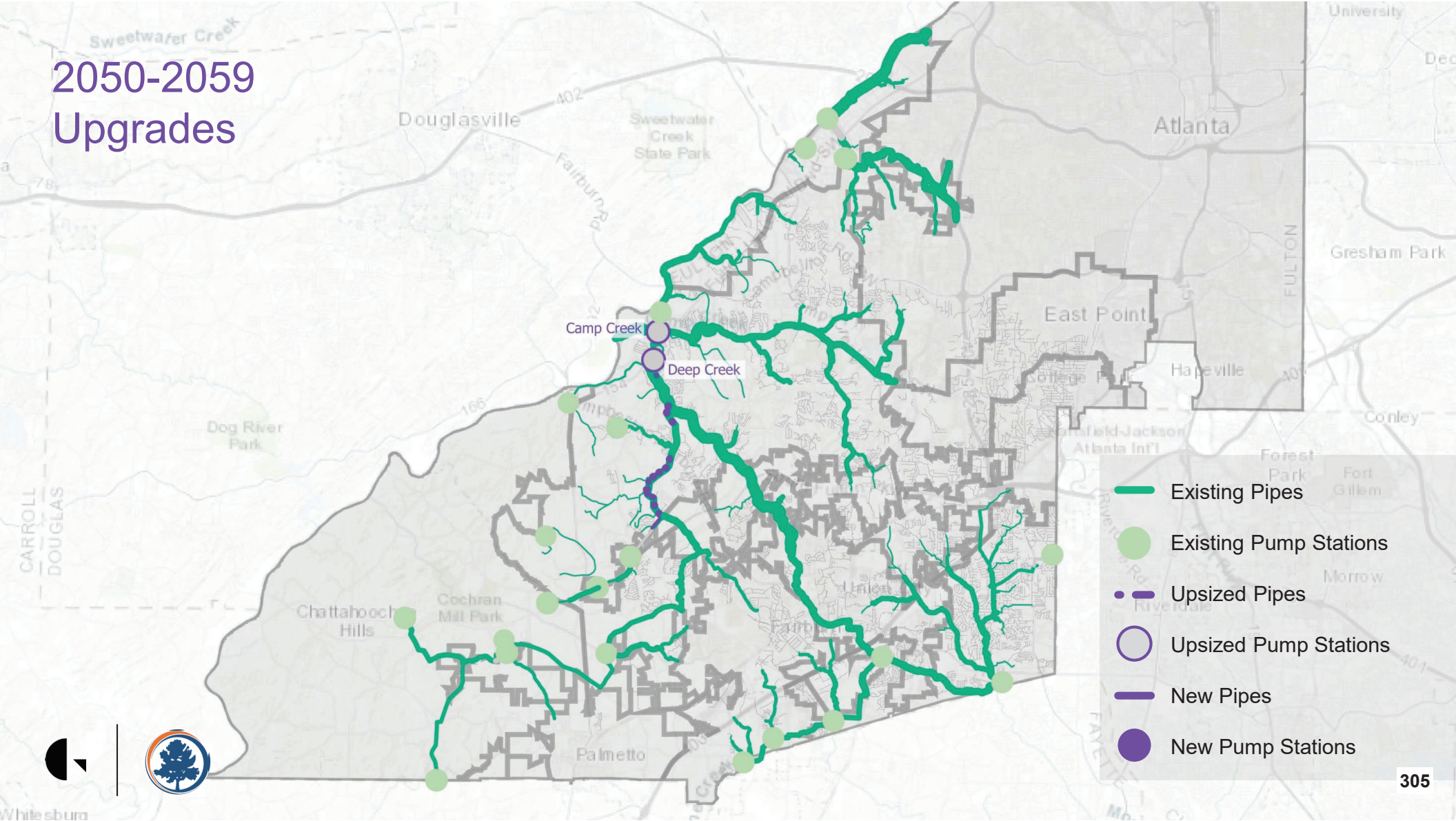
2030-2039 Upgrades



2040-2049 Upgrades



2050-2059 Upgrades



CIP Forecasts

Project Type	2020 – 2029	2030 – 2039 ¹	2040 – 2049 ¹	2050 – 2059 ¹
Upsized Gravity Sewer	\$-	\$20,755,000	\$49,530,000	\$36,735,000
New Gravity Sewer	\$16,720,000	\$109,630,000	\$18,975,000	\$-
New Force Main	\$68,120,000	\$6,160,000	\$-	\$-
New Pump Station	\$4,975,000	\$865,000	\$1,350,000	\$-
Upsized Pump Station	\$655,000	\$190,000	\$810,000	\$1,015,000
Camp Creek WRF Expansion ²	\$25,000,000	\$225,000,000	\$-	\$-
Total	\$115,470,000	\$362,600,000	\$70,665,000	\$37,750,000

¹ Costs escalated 5% per year, and not compounded annually.

² Phasing of expansion to be considered in preliminary engineering.



Next Steps

1

Finalized Report (*Fall 2020*)

2

Present findings to City Mayors and Board of Commissioners (*Winter 2021*)

3

Conduct a wastewater Rate Study (*Spring 2021*)

4

Conduct meeting with City and County stakeholders to review proposed rate structure (*Summer 2021*)

5

City wastewater improvements and Camp Creek WRF capacity investments (*Ongoing beginning Fall 2021*)

6

Implement new rates (*Fall 2021*)

7

Incorporate system upgrades into County CIP (*Fall 2021*)

8




Perform detailed design of upgrades in phases as new developments progress (*Ongoing beginning 2022*)



9

Begin Camp Creek WRF expansion design process (*2025*)



Preliminary Rate Study Considerations

-  **1** Rate increases estimated 5-15% annually (pending Rate Analysis)
-  **2** Include regional comparison of average bills
-  **3** Allocate future Camp Creek WRF capacity and costs to cities based on demands/needs

-  **4** Rates exclude City-owned infrastructure (up to billing meter/pump station)
-  **5** Consistent rates systemwide (all Fulton County)

Questions?



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0144

Meeting Date: 2/17/2021

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

Discussion: Invest Atlanta January 21, 2021 Board Meeting Summary (Morris)



**SUMMARY OF ACTIONS TAKEN AT THE REGULAR MEETING
OF THE BOARD OF DIRECTORS OF THE ATLANTA DEVELOPMENT AUTHORITY
D/B/A INVEST ATLANTA**

JANUARY 21, 2021

BOARD MEMBERS IN ATTENDANCE: MAYOR KEISHA LANCE BOTTOMS; RANDY HAZELTON; CHRIS AHRENKIEL; FRED SMITH; BILL BOZARTH; TODD GREENE; HONORABLE MATT WESTMORELAND; HONORABLE MICHELLE OLYMPIADIS; HONORABLE LEE MORRIS

RESOLUTIONS

1. RESOLUTION OF THE BOARD OF DIRECTORS OF THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA ("INVEST ATLANTA") AUTHORIZING A GRANT FROM THE EASTSIDE TAX ALLOCATION DISTRICT RESURGENS FUND TO BOHICA II, LLC, TO FINANCE BUILDING RENOVATIONS AND ADDITIONS TO COMMERCIAL RESTAURANT SPACE OF THE PROPERTY LOCATED AT **377 EDGEWOOD AVENUE**, SE, ATLANTA GEORGIA 30312 IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00); AUTHORIZING THE NEGOTIATION EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT MEMORIALIZING THE GRANT; AND FOR OTHER PURPOSES.
RESOLUTION APPROVED



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0145

Meeting Date: 2/17/2021

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

Discussion: Atlanta BeltLine, Inc. February 10, 2021 CEO Report (Morris)



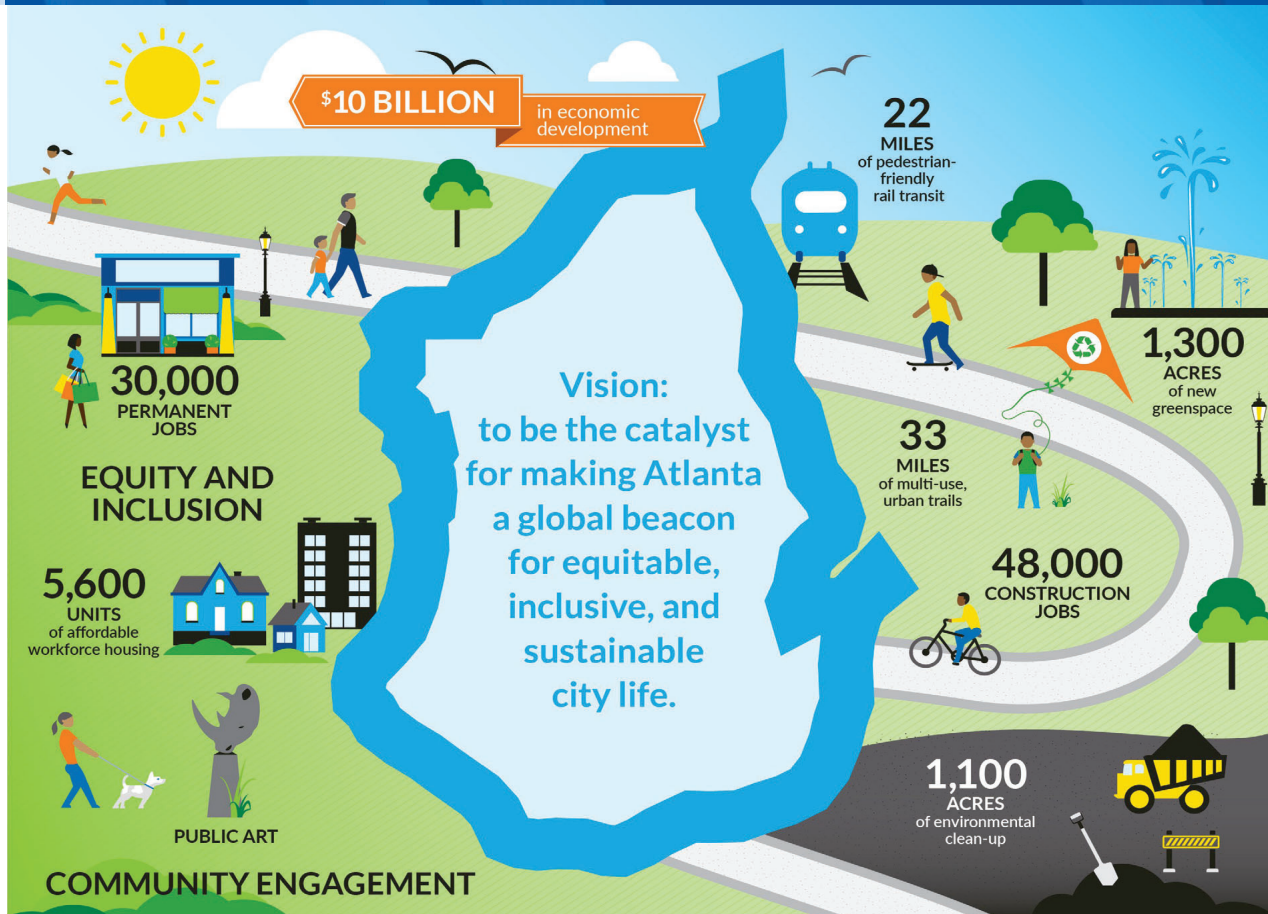
CEO REPORT

Atlanta
BeltLine, Inc.
Board of
Directors
Meeting
February 10, 2021





ATLANTA BELTLINE VISION





AFFORDABLE HOUSING

Land Acquisition
Strategy

BeltLine
Affordable
Housing Task
Force
reconvened on
Feb. 1st and will
meet quarterly





AFFORDABLE HOUSING

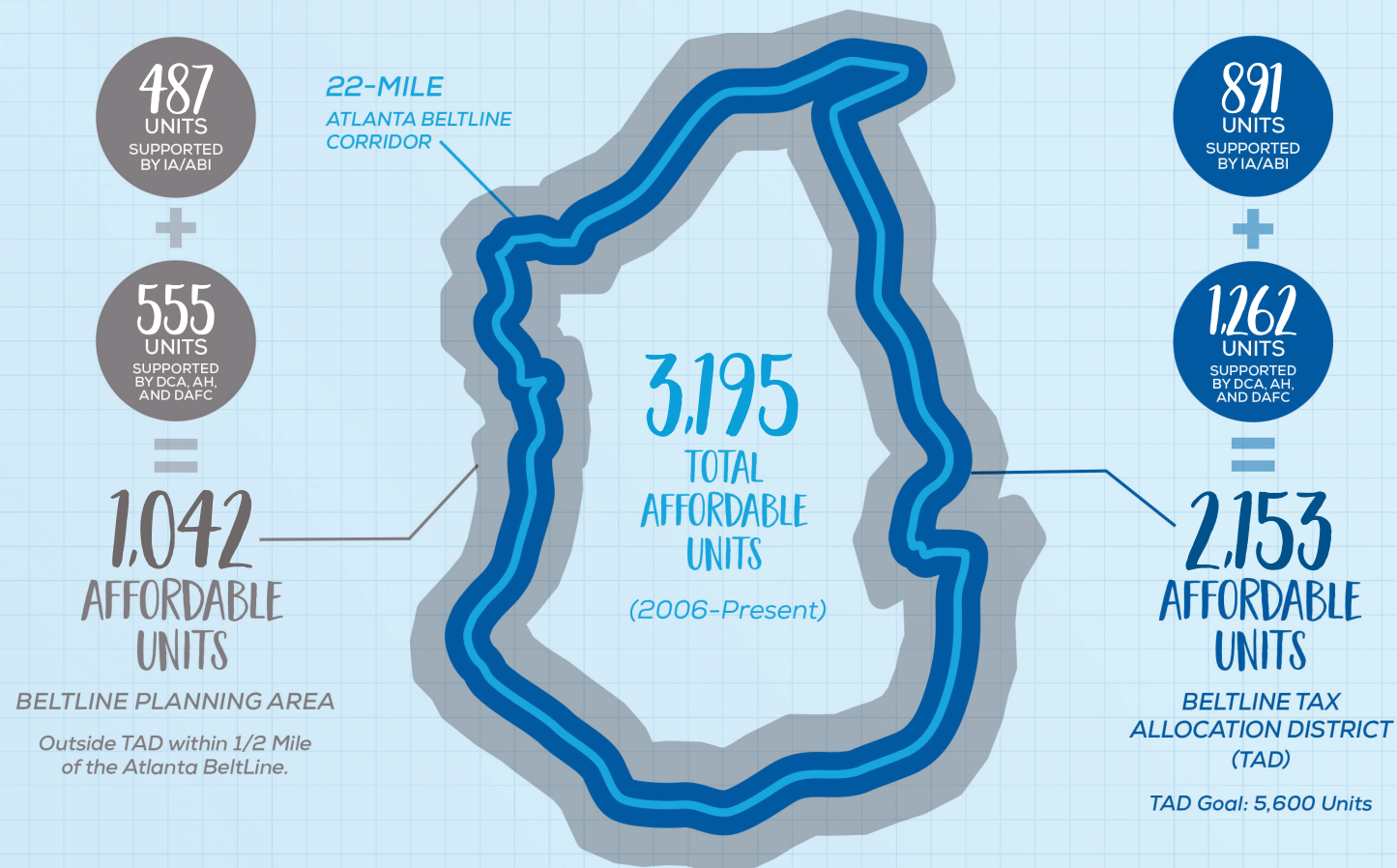
AFFORDABLE UNITS CREATED/PRESERVED

TAD and Planning Area boundaries are represented here for illustrative purposes only.

For precise boundary lines, please visit:
beltline.org/map

CHART LEGEND >>

ABI	Atlanta BeltLine
AH	Atlanta Housing
DAFC	Development Authority of Fulton County
DCA	Department of Community Affairs
IA	Invest Atlanta



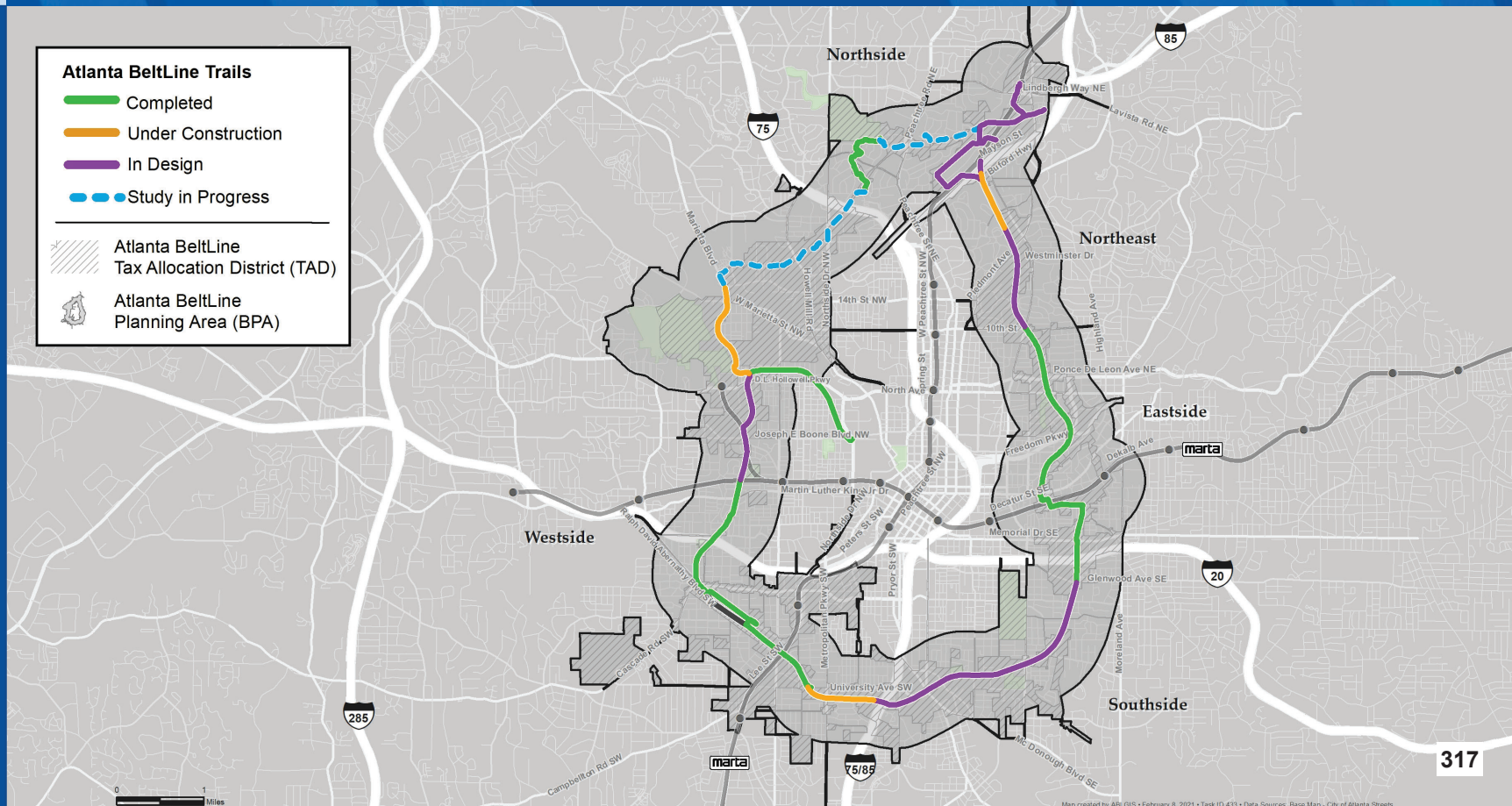


TRAIL UPDATES

Westside
BeltLine
Connector
complete

Northeast Trail
Segment 2
substantially
complete

Southside Trail
Segment 1
(West) on
schedule





SSD (SPECIAL SERVICE DISTRICT)

Legislation
introduced
Jan. 19, 2021

Study Group Meetings:

- Westside:
Feb. 15th at 6 p.m.
- Southwest:
Feb. 16th at 6 p.m.
- Northeast:
Feb. 23rd at 6 p.m.
- Northside:
March 1st at 6 p.m.
- Southeast:
March 4th at 6 p.m.





WELCOME: NEW STAFF



Rashida Williamson,
Project Assistant



Natalie Jones,
Economic Development
Manager



Kelvin Collins,
Vice President of
Economic Development



QUESTIONS?





Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0146

Meeting Date: 2/17/2021

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

Discussion: An Ordinance to amend Chapter 78, Article II of the Fulton County Code of Ordinances to create a new Section 78-41 restricting, addressing and prohibiting the offense of street racing; preserving safety and order; and for other purposes. (Abdur-Rahman)

1 **AN ORDINANCE TO AMEND CHAPTER 78, ARTICLE II OF THE FULTON COUNTY**
2 **CODE OF ORDINANCES TO CREATE A NEW SECTION 78-41 RESTRICTING,**
3 **ADDRESSING AND PROHIBITING THE OFFENSE OF STREET RACING;**
4 **PRESERVING SAFETY AND ORDER; AND FOR OTHER PURPOSES.**

5
6 **WHEREAS**, Fulton County has an interest in maintaining public safety and the
7 welfare of the citizens of the County and its visitors; and

8 **WHEREAS**, the Fulton County Board of Commissioners has authority, pursuant to
9 the Constitution of the State of Georgia, Article 9, Sec. 2 ¶ 1(a), to adopt reasonable
10 ordinances, resolutions, or regulations relating to its affairs for which no provision has
11 been made by general law and which is not inconsistent with this Constitution or any local
12 law applicable thereto; and

13 **WHEREAS**, unregulated street racing threatens the health and safety of the public;
14 interferes with pedestrian and vehicular traffic; creates a public nuisance; and interferes
15 with the right of private business owners to enjoy the use of their property within the
16 County; and

17 **WHEREAS**, the Board of Commissioners has determined that it is in the best
18 interest of the public safety and welfare of the residents of the County and its visitors to
19 prohibit street racing as set forth in this Ordinance; and

20 **WHEREAS**, this Ordinance is in the best interests of the health, safety and general
21 welfare of the County, its residents and general public.

22 **NOW, THEREFORE, BE IT ORDAINED** that the Board of Commissioners of
23 Fulton County hereby amends Chapter 78, Article II of the Fulton County Code of
24 Ordinances to create a new section 78 – 41, “Street Racing Prohibited,” to address this
25 important and growing safety concern. The new section shall read as follows:

26 **Sec. 78-41. – Street Racing Prohibited.**

1 **a)** The Purpose of this section is to prohibit illegal street races and reckless driving
2 exhibitions with the aim of significantly curbing this dangerous criminal activity within
3 unincorporated areas of Fulton County.

4 **b)** *Illegal street racing and reckless driving exhibition* means a motor vehicle speed
5 contest using public highways, streets or rights of way in violation of applicable motor
6 vehicle and traffic laws, including without limitation, O.C.G.A. § 40-6-186, § 40-6-251 and
7 § 40-6-390. Illegal street racing and reckless driving exhibitions may include, but are not
8 limited to, situations in which:

- 9 1) a group of motor vehicles or individuals has arrived at a location for the
10 purpose of participating in the event;
- 11 2) a group of individuals has gathered on private property open to the general
12 public without the consent of the owner, operator, or agent thereof for the
13 purpose of participating in the event;
- 14 3) one or more individuals has impeded the free public use of a public street,
15 sidewalk or highway by actions, words, or physical barriers for the purpose
16 of conducting the event;
- 17 4) two or more vehicles have lined up with motors running for an illegal motor
18 vehicle speed contest or exhibition of speed;
- 19 5) one or more drivers is revving his engine or spinning his tires in preparation
20 for the event; or
- 21 6) an individual is stationed at or near one or more motor vehicles serving as
22 a race starter.

1 **c) Organizer** means any individual who in any manner knowingly takes part in the
2 planning, organization, coordination, facilitation, advertising or sharing of the location for
3 any such illegal street race, or collect moneys in connection with an illegal street racing
4 exhibition, as defined herein;

5 **d) Participant** means any individual who is knowingly present at an illegal street
6 racing exhibition for the purpose of actively taking part in the event, through conduct
7 including riding in a race vehicle as a passenger; assisting the organizers and/or drivers
8 in carrying out or promoting the event; or exchanging money or anything of value with any
9 driver, car owner, or other participant in connection with the event. For the purposes of
10 this section, a person who is a mere bystander, passerby, or observer not aware of the
11 illegal activity shall not be deemed a participant.

12 **e)** It is unlawful for a person to:

13 1) Drive a vehicle in an illegal street race or reckless driving exhibition within
14 the unincorporated areas of Fulton County; or

15 2) Participate in an illegal street race or reckless driving exhibition on any
16 public street within the unincorporated areas of Fulton County; or

17 3) Organize an illegal street race or reckless driving exhibition to take place
18 within the unincorporated areas of Fulton County.

19 **f)** This Ordinance shall not apply to licensed or duly authorized racetracks, drag
20 strips, or other designated areas set aside by proper authorities for such purposes.

21 **g)** Any violation of this Ordinance shall constitute a separate offense and shall not
22 merge with any other violation of County, State or Federal law. Violation of this code
23 section shall result in the issuance of a citation pursuant to Code Section 46-200(b).

BE IT FURTHER ORDAINED, that this Ordinance shall be effective immediately upon the date of its adoption by the Board of Commissioners.

BE IT FINALLY ORDAINED, that all ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of the conflict.

SO PASSED AND ADOPTED, this _____ day of February 2021.

FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

Khadijah Abdur-Rahman, Commissioner

ATTEST:

APPROVED AS TO FORM:

Tonya R. Grier, Clerk to the
Commission

Kaye Woodard Burwell
Interim County Attorney

:P:\CALegislation\BOC\Resolutions\2021\Abdur Rahman\2021.02.08 Ordinance re Street Racing.docx