

**FULTON COUNTY BOARD OF COMMISSIONERS
SECOND REGULAR MEETING**

August 21, 2024
10:00 AM



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



A G E N D A

CALL TO ORDER: Chairman Robert L. Pitts

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

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

INVOCATION: Reverend Clifton Dawkins, Jr., County Chaplain

PLEDGE OF ALLEGIANCE: Recite in unison

ANNOUNCEMENTS

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

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

CONSENT AGENDA**24-0526 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 Second Regular Meeting Agenda for separate consideration.

24-0527 Board of Commissioners

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Paula Lawton Bevington Remembrance Day."

(Abdur-Rahman)

August 16, 2024

Proclamation recognizing "Curvy Lips by Miko Appreciation Day."

(Abdur-Rahman)

August 17, 2024

Proclamation recognizing "Eagle Scout Akshaj Shajeev Appreciation Day."

(Thorne)

August 17, 2024

Proclamation recognizing "Eagle Scout Marriano Smith Appreciation Day."

(Thorne)

August 17, 2024

Proclamation recognizing "Eagle Scout Josh Chandran Appreciation Day."

(Thorne)

August 17, 2024

Proclamation recognizing "Walter Fuller Young Appreciation Day." **(Pitts)**

August 18, 2024

Commissioners' District Board Appointments**24-0528 Board of Commissioners****FULTON COUNTY HOMELESS CONTINUUM OF CARE (CoC)**

One (1) representative will be nominated by each of the Commission Districts for a total of seven (7) members; this includes one representative from District 1, 2, 3, 4, 5, 6, 7. Each representative will serve a two-year term and could be re-appointed to serve additional terms. Notwithstanding the foregoing, no term of any member nominated by a District Commissioner shall extend beyond the term of the District Commissioner who nominates that member.

Term = 2 Years

Term below expired: 12/31/2022

Vacant (**Arrington**)

Commissioner Arrington has nominated Chris Portis for a District appointment to a term ending December 31, 2024.

Open & Responsible Government**24-0529 Finance**

Ratification of July 2024 Grants Activity Report.

24-0530 Real Estate and Asset Management

Request approval of a Water Easement Dedication of 15,505 square feet to Fulton County, Georgia, from JBGL Atlanta Development 2014, LLC, for the purpose of constructing the Park Walke Project at 132 Brooke Street and 51 Thompson Street, Alpharetta, Georgia 30009.

24-0531 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 15,505 square feet to Fulton County, Georgia, from JBGL Atlanta Development 2014, LLC, for the purpose of constructing the Park Walke Project at 132 Brook Street and 51 Thompson Street, Alpharetta, Georgia 30009.

Arts and Libraries**24-0532 Arts and Culture**

Request approval of a statewide contract - Department of Arts & Culture, SWC 99999-SPD-0000136-0008, Temporary Staffing Services with Corporate Temps Inc. (Norcross, Georgia) at no additional cost to provide temporary staffing services for an additional six (6) month period. Effective dates: July 1, 2024 through December 31, 2024.

SECOND REGULAR MEETING AGENDA**24-0533 Board of Commissioners**

Adoption of the Second Regular Meeting Agenda.

24-0534 Clerk to the Commission

Ratification of Minutes.

First Regular Meeting Post Agenda Minutes, August 7, 2024

24-0535 Board of Commissioners

Presentation of Proclamations and Certificates.

Proclamation recognizing "National Aviation Week."
(Abdur-Rahman/Pitts/Thorne/Ellis/Barrett/Hall)

Proclamation recognizing "Bronzelens Festival 15th Anniversary Appreciation Day."
(Abdur-Rahman/Pitts)

PUBLIC HEARINGS**24-0536 Board of Commissioners**

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

Priority for public comment will be given to Fulton County citizens and those individuals representing businesses or organizations located within Fulton County, including their employees, whether such persons are commenting in-person, via emails or via Zoom or other electronic media (i.e., phone call). Non-Fulton County citizens will only be heard after all in-person Fulton County citizens, representatives of business and organizations located within Fulton County, including their employees, have been heard and the time allotted for public comment has not expired, except as otherwise provided in this code section. County staff shall verify the residency of each public speaker prior to such person being heard by the board. Speakers will be granted up to two minutes each. Members of the public will not be allowed to yield or donate time to other speakers. The Public Comment portion of the meeting will not exceed sixty (60) minutes at the First Regular Meeting, nor will this portion exceed sixty (60) minutes at the Second Regular Meeting. In the event the 60-minute time limit is reached prior to public comments being completed, public comment will be suspended and the business portion of the BOC meeting will commence. Public comment will resume at the end of the meeting. For more information or to arrange a speaking date, contact the Clerk's Office.

COUNTY MANAGER'S ITEMS**Open & Responsible Government****24-0516 Finance**

Request approval of a Resolution adopting the 2024 Millage Rates for the General fund, General Obligation Bond Fund, and the Fulton Industrial District Fund, as well as the 2024 Fulton County Board of Education millage rate.

(MOTION TO APPROVE FAILED ON 8/7/24)

24-0537 Finance

Presentation, review, and approval of the August 21, 2024 Budget Soundings and Resolution

24-0538 County Manager

Presentation of the Fulton County Operational Report.

24-0469 Human Resources Management

Request approval to modify an amendment to Human Resources Management Policy 316-16, Internship Program Policy. **(HELD ON 7/10/24)**

24-0520 Human Resources Management

Request approval to modify an amendment to Policy 320-16, Outside Employment Policy.

24-0539 Real Estate and Asset Management

Request approval to utilize a cooperative purchasing contract - Department of Real Estate and Asset Management, Sourcewell Contract RFP #032824-CER, Equipment, Product, or Services in the total amount not to exceed \$313,111.81 with Certified Stainless Service, Inc. dba West-Mark through Sourcewell's Authorized Representative Vacutek, LLC (Austell, GA), to purchase and deliver one (1) Hydro Sewer Jetting Truck, Aquatech SJR-1500 (steel water tank), with a 1,500 gallon capacity for the Fulton County Public Works Department. This is a one-time procurement.

24-0540 Real Estate and Asset Management

Request approval to increase the spending authority - Department of Real Estate and Asset Management, 23ITB138741K-JAJ, Task Order Contract for Minor Construction in the total amount of \$600,000.00 with (B) Hawk Construction Company, LLC (Ellenwood, GA) in the amount of \$300,000.00 and (C) Complete Contracting Partners, LLC (Powder Springs, GA) in the amount of \$300,000.00, to cover the cost to provide continued standby repair, alteration, modernization, maintenance, rehabilitation, construction services for County facilities and to complete the on-going replacement/emergency repair projects at the Fulton County Jail Complex. Effective upon BOC approval.

24-0541 Real Estate and Asset Management

Request approval to rescind an award - Department of Real Estate and Asset Management, Statewide Contract #99999-001-SPD0000177-0009, Tractor, Mowers, and Earthmoving Equipment, in an amount not to exceed \$343,469.00 with (B) Environmental Products Group, Inc., for the purchase of one (1) Vactor Sewer Cleaner for the Public Works Department. Effective upon BOC approval.

Arts and Libraries**24-0542 Library**

Request approval of the lowest responsible bidder - Fulton County Library System - 24ITB1288009B-PS, Newspapers, Magazines and Serials in an amount not to exceed \$252,145.90 with Ebsco Information Services, LLC (Birmingham, AL) to provide annual print material to all 34 library locations. Effective upon BOC approval through December 31, 2024, with two renewal options.

Health and Human Services**24-0543 Public Works**

Request approval to increase the spending authority - Department of Public Works, 21ITB081321K-CRB, Standby Miscellaneous Construction Wastewater System Services with Sol Construction, LLC (Atlanta, GA) in an amount not to exceed \$2,336,423.00 to provide standby miscellaneous construction wastewater system services. Effective upon BOC approval through December 31, 2024.

24-0544 Community Development

Request approval of a Memorandum of Understanding ("MOU") between Fulton County, Georgia, as the GA-502 Fulton County Continuum of Care ("CoC") Collaborative Applicant, and 24/7 Gateway, LLC ("Gateway") in the amount of \$384,972.89 for Gateway to serve as the coordinated entry lead agency and manage coordinated entry at the County-wide North and South Homeless Assessment Center offices. The term of the MOU is September 1, 2024, through August 31, 2025. This item is funded with \$304,940.24 from the U.S. Department of Housing and Urban Development (HUD) Coordinated Intake and Assessment System (CIAS) grant and \$80,032.65 in General Fund match.

24-0545 Community Development

Request approval of the 2024 Veterans Services Program (VSP) Evaluation Committee's recommendations in the amount of \$750,000.00 to the non-profits identified in Attachment "A". VSP funding will support the delivery of essential community services to Fulton County Veterans in the areas of: Health and Wellness, and Homeless and Housing. The Fulton County Board of Commissioners approved \$1,000,000.00 in General Funds for the Veterans Services Program at the January 24, 2024, Second Regular Meeting (Agenda item# 24-0051). The contract period runs from July 1, 2024 through December 31, 2024.

COMMISSIONERS' ACTION ITEMS**24-0546 Board of Commissioners**

Request approval of a Resolution to correct clerical errors by the Clerk to the Commission relating to the terms of service for the newly appointed board members of the Housing Authority of Fulton County; and for other purposes.
(Pitts)

EXECUTIVE SESSION**24-0547 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.: 24-0527

Meeting Date: 8/21/2024

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

Proclamations for Spreading on the Minutes.

Proclamation recognizing “Paula Lawton Bevington Remembrance Day.” **(Abdur-Rahman)**

August 16, 2024

Proclamation recognizing “Curvy Lips by Miko Appreciation Day.” **(Abdur-Rahman)**

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August 17, 2024

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August 17, 2024

Proclamation recognizing “Walter Fuller Young Appreciation Day.” **(Pitts)**

August 18, 2024



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0529

Meeting Date: 8/21/2024

Department

Finance

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

Ratification of July 2024 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' First and Second meetings. The Board of Commissioners shall utilize the Grants Activity Report to ratify the submission of all grant applications and acceptance of all grant funding.

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

Open and Responsible Government

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

Summary & Background

The Fulton County July 2024 Grants Activity Report (GAR) Exhibit 1: BOARD GRANTS RATIFICATION SUMMARY summarizes grants submitted/pending and awarded for the period July 1, 2024 - July 31, 2024.

Fulton County departments report the following grants activity:

- Applications Submitted/Pending: 6 (\$37,251,295.00 + \$0 Cash Match)

- Applications Awarded: 1 (\$2,000,000.00 + \$0 Cash Match)

The following Strategic Priority Areas are Impacted by July 2024 grant applications:

- Justice and Safety
- Health and Human Services
- Arts and Libraries

The Fulton County July 2024 Grants Activity Report (GAR) Exhibit 2: ALL GRANTS ACTIVITY summarizes cumulative grants activity through July 31, 2024. Fulton County departments report the following grants activity:

- Total Applications Submitted/Pending: 30 (\$44,735,740.16 + \$292,364.78 Cash Match)
- Total Applications Awarded: 17 (\$7,746,352.15 + \$275,046.60 Cash Match)
- Total Grant Applications Denied: 1 (\$45,330.48 + \$0 Cash Match)

Department Recommendation: Department recommends ratification of the July 2024 Grants Activity Report (GAR).



FULTON COUNTY FY2024 GRANTS ACTIVITY REPORT July 2024

Presented to:
Fulton County Board of Commissioners
Wednesday, August 21, 2024
Second Meeting

Provided by: Fulton County Finance Department, Grants Administration Division



Exhibit 1: Board Grants Ratification Summary

Grants Submitted and/or Awarded July 1, 2024 - July 31, 2024

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 second 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 FY2024 July 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 second meetings of the month. 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 July 1, 2024 Through July 31, 2024 Requiring BOC Ratification

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status	Previous Award from Grantor
JUSTICE AND SAFETY							
Juvenile Court	Criminal Justice Coordinating Council	Juvenile Prevention and Intervention Grants Program	Request approval to apply and accept a repeat grant from the Criminal Justice Coordinating Council in the amount of \$100,000.00 that will support evidence-based delinquency prevention programming and rehabilitative services to service youth in Fulton County. The grant period is from October 1, 2024 thru September 30, 2025. No County Cash Match	\$ 100,000.00	\$ -	Pending	\$ 100,000.00
Sheriff	U. S. Department of Justice	Community Violence Intervention and Prevention Initiative (It Starts with Me Program)	Request approval to apply and accept a new grant from the U.S. Department of Justice in the amount of \$2,000,000.00. Funds will support the Community Violence and Intervention and Prevention Initiative (It Starts with Me Program) that will target high-risk males ages 18-24 who are awaiting trial in the Fulton County Jail. The program's goal is to change the positions of individuals who have committed crimes in this age range, who are on a trajectory to participate in more violent crimes. The Community Violence and Intervention and Prevention Initiative will break the cycle of individuals involved in criminal activity, and reduce recidivism, which improves community safety. The program will provide community-based case management and wraparound supportive services to participants' families, ending the cycle as children of incarcerated parents through Fulton County Community Partners. The grant period is from October 1, 2024 thru September 30, 2027. No County Cash Match	\$ 2,000,000.00	\$ -	Pending	N/A
Sheriff	U.S Department of Justice	Reentry Fair Chance Opportunity Initiative Program	Request approval to apply and accept a new grant from the U.S. Department of Justice in the amount of \$900,000.00 to support the Reentry Fair Chance Opportunity Initiative program that will offer more in-depth and robust services to help formerly incarcerated individuals obtain full-time employment. This will be supported through community partnerships that will provide community-based case management, employment services and wraparound supportive services. The grant period is October 1, 2024 thru September 30, 2027. No County Cash Match	\$ 900,000.00	\$ -	Pending	N/A
Sheriff	U.S. Department of Justice	State Criminal Alien Assistance Program	Request approval to apply and accept a repeat grant from the U.S. Department of Justice in the amount of \$170,000.00, which will support the State Criminal Alien Assistance Program by providing federal payments to state and localities that incurred correctional officers' salary costs for incarcerating undocumented criminal aliens with at least one felony or two (2) misdemeanor convictions for violations of state and local law and incarcerated for at least 4 consecutive days during the reporting period. The grant period is October 1, 2024 thru September 30, 2025. No County Cash Match	\$ 170,000.00	\$ -	Pending	\$ 155,808.00
Subtotal:				\$ 3,170,000.00	\$ -		
HEALTH AND HUMAN SERVICES							
Community Development	U.S. Department of Housing and Urban Development (HUD)	Youth Homelessness System Improvement Grant (YHSI)	Request approval to accept a new grant from the U.S. Department of Housing and Urban Development (HUD) in the amount of \$2,000,000.00 to create and build capacity for a Youth Action Board, collect, and use data on at-risk youth and youth experiencing homelessness, develop strong leaders within the community, and improve the coordination communication, operation, and administration of homeless assistance projects to better serve youth, including prevention and diversion strategies. The grant will also assist in developing youth-specific coordinated entry points, establish region-wide partnerships, and develop an evaluation framework including racial and LGBTQIA+ equity. There is an in-kind match of \$200,000.00 that will be provided through staff time on the project. No County Cash Match.	\$ 2,000,000.00	\$ -	Awarded	N/A

EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY**Fulton County FY2024 July 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 second meetings of the month. 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 July 1, 2024 Through July 31, 2024 Requiring BOC Ratification

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status	Previous Award from Grantor
HIV Elimination	Health Resources and Services Administration (HRSA)	Ryan White HIV/AIDS Program Part A	Request approval to apply and accept a repeat grant from Health Resources & Services Administration HIV/AIDS Bureau in the amount of \$33,887,295.00 to provide care for low-income, uninsured, and underinsured individuals and families affected by HIV in the 20-County Atlanta EMA (Barrow, Bartow, Carroll, Cherokee, Clayton, Cobb, Coweta, DeKalb, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Henry, Newton, Paulding, Pickens, Rockdale, Spalding, and Walton Counties). Funds support clients as they progress through the HIV Care Continuum and include core medical and support services which address gaps in the continuum. The program serves a large number of Persons Living with HIV (PLWH) living in poverty, burdened with other medical conditions, and lacking health insurance. There is no match required.				
			No County Cash Match	\$ 33,887,295.00	\$ -	Pending	\$ 32,079,264.00
			Subtotal:	\$ 35,887,295.00	\$ -		
ARTS AND LIBRARIES							
Library	Georgia Public Library System (GPLS)	LIB Tech Fund	Request approval to apply and accept a repeat grant from Georgia Public Library System in the amount of \$194,000.00 for technology-related services, programs, projects and educational resources for use in Fulton County Libraries.				
			No County Cash Match	\$194,000.00	\$ -	Pending	\$ 194,000.00
			Subtotal:	\$ 194,000.00	\$ -		
INFRASTRUCTURE AND ECONOMIC DEVELOPMENT							
OPEN AND RESPONSIBLE GOVERNMENT							
REGIONAL LEADERSHIP							
			TOTAL:	\$ 39,251,295.00	\$ -		



Exhibit 2: All Grants Activity

Cumulative Through July 31, 2024

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 July 31, 2024)

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: 7/1/2024-7/31/2024	Current Period Funds: 7/1/2024-7/31/2024	Cumulative Total Grants	Cumulative Total Funds
Grants Pending^	24	\$ 7,484,445.16	6	\$ 37,251,295.00	30	\$ 44,735,740.16
Grants Awarded*	16	\$ 5,746,352.15	1	\$ 2,000,000.00	17	\$ 7,746,352.15
Grants Denied	1	\$ 45,330.48	0	\$ -	1	\$ 45,330.48
Cash Match Requested-2024	-	\$ 567,411.38	0	\$ -	-	\$ 567,411.38
Total:	41	\$ 13,843,539.17	7	\$ 39,251,295.00	48	\$ 53,094,834.17

ALL GRANTS AWARDED, NEW VS. RENEWAL						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 7/1/2024-7/31/2024	Current Period Funds: 7/1/2024-7/31/2024	Cumulative Total Grants	Cumulative Total Funds
New Grant Awards	4	\$ 1,441,252.50	1	\$ 2,000,000.00	5	\$ 3,441,252.50
Renewal/Repeat Grant Awards	12	\$ 4,305,099.65	0	\$ -	12	\$ 4,305,099.65
Total:	16	\$ 5,746,352.15	1	\$ 2,000,000.00	17	\$ 7,746,352.15

ALL GRANTS AWARDED, COMPETITIVE VS. FORMULA						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 7/1/2024-7/31/2024	Current Period Funds: 7/1/2024-7/31/2024	Cumulative Total Grants	Cumulative Total Funds
Competitive Grant Awards	6	\$ 155,859.50	1	\$ 2,000,000.00	7	\$ 2,155,859.50
Formula Grant Awards^^	10	\$ 5,590,492.65	0	\$ -	10	\$ 5,590,492.65
Total:	16	\$ 5,746,352.15	1	\$ 2,000,000.00	17	\$ 7,746,352.15

^Includes 5 grants that were pending at the end of 2023 and carried over for tracking in 2024. **NOTE:** (\$238,216.64) was not approved during the Feb24 BOC meeting.

^^Formula grant awards include non-competitive grants and allocations.

*May 2024 GAR Correction: Superior Court grant in the amount of \$43,100.00 was incorrectly titled "Accountability Court Adult Felony Drug Court," It was corrected to "Community Service Board".

*May 2024 GAR Correction: Superior Court grant in the amount of \$100,000.00 was incorrectly titled "Accountability Courts Drug Court Program," it was corrected to "Drug Court."

*January 2024 Adjustment: Solicitor General applied for a grant for \$45,330.48. It was reported awarded, but this amount was not awarded.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0530

Meeting Date: 8/21/2024

Department

Real Estate and Asset Management

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

Request approval of a Water Easement Dedication of 15,505 square feet to Fulton County, Georgia, from JBGL Atlanta Development 2014, LLC, for the purpose of constructing the Park Walke Project at 132 Brooke Street and 51 Thompson Street, Alpharetta, Georgia 30009.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The proposed Park Walke Project, a residential development, requires the installation of a water service line. Fulton County development regulations require that all new water line connections acknowledge Fulton County's access rights in the area(s) where a water service line connection is being made before recording the Final Plat. The easement area to be conveyed consists of 15,505 square feet and is located in Land Lot 247 of the 1st District, 2nd Section of Fulton County, Georgia.

Community Impact: The community will benefit from the extension of the County's water system

and the addition of a residential 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 the 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 water system once the proposed improvements are installed.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1:

Acceptance of this easement dedication does not involve the expenditure or the receipt of funds.

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

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

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

Project Name : Park Walke
Tax Parcel Identification No.: 12-270307480685 & 12-270307480693
Land Disturbance Permit No.: WRN23-058
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: 7/1/2024
Initials: AM

**WATER LINE EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 4th day of June, 2024, between JBGL Atlanta Development 2014, LLC, a corporation duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a water line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a water line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to FULTON COUNTY and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 247, 2nd Section (if applicable) of District 1st, Fulton County, Georgia, and more particularly described as follows: To wit:

Park Walke

Project Name

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

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, access, maintenance and upgrade of a water line through my property according to the location and size of said

water line as shown on the map and profile now on file in the office of the Public Works Department of Fulton County, and which size and location may be modified from time to time including in the future after the date of this document to accommodate said water line within the aforesaid boundaries of the above-described easement.

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

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

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

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

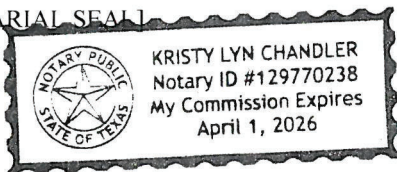
Signed, sealed and delivered this
day of June,
in the presence of:

4
20 24

[Signature]
Witness

[Signature]
Notary Public

[NOTARIAL SEAL]

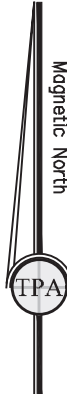


GRANTOR: JBGL Atlanta Development 2014, LLC
CORPORATE NAME

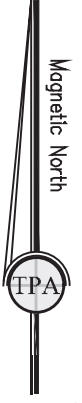
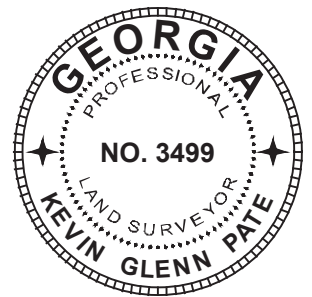
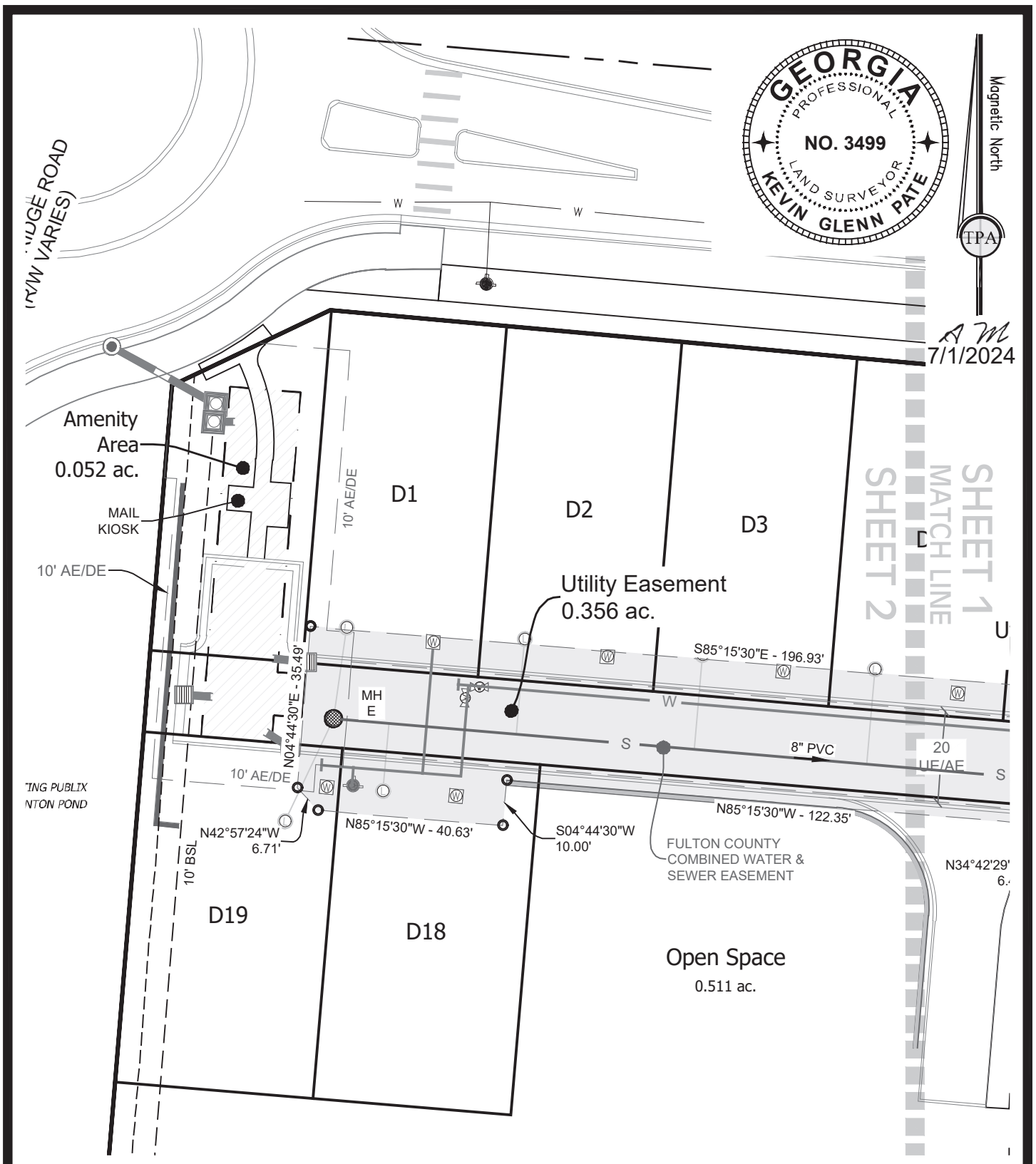
By: [Signature] (SEAL)
Print Name: Veronica Edwards
Title: Authorized Representative

By: _____
Print Name: _____
Title: _____

[CORPORATE SEAL]



AM
7/1/2024



AM
7/1/2024

SHEET 1
MATCH LINE
SHEET 2

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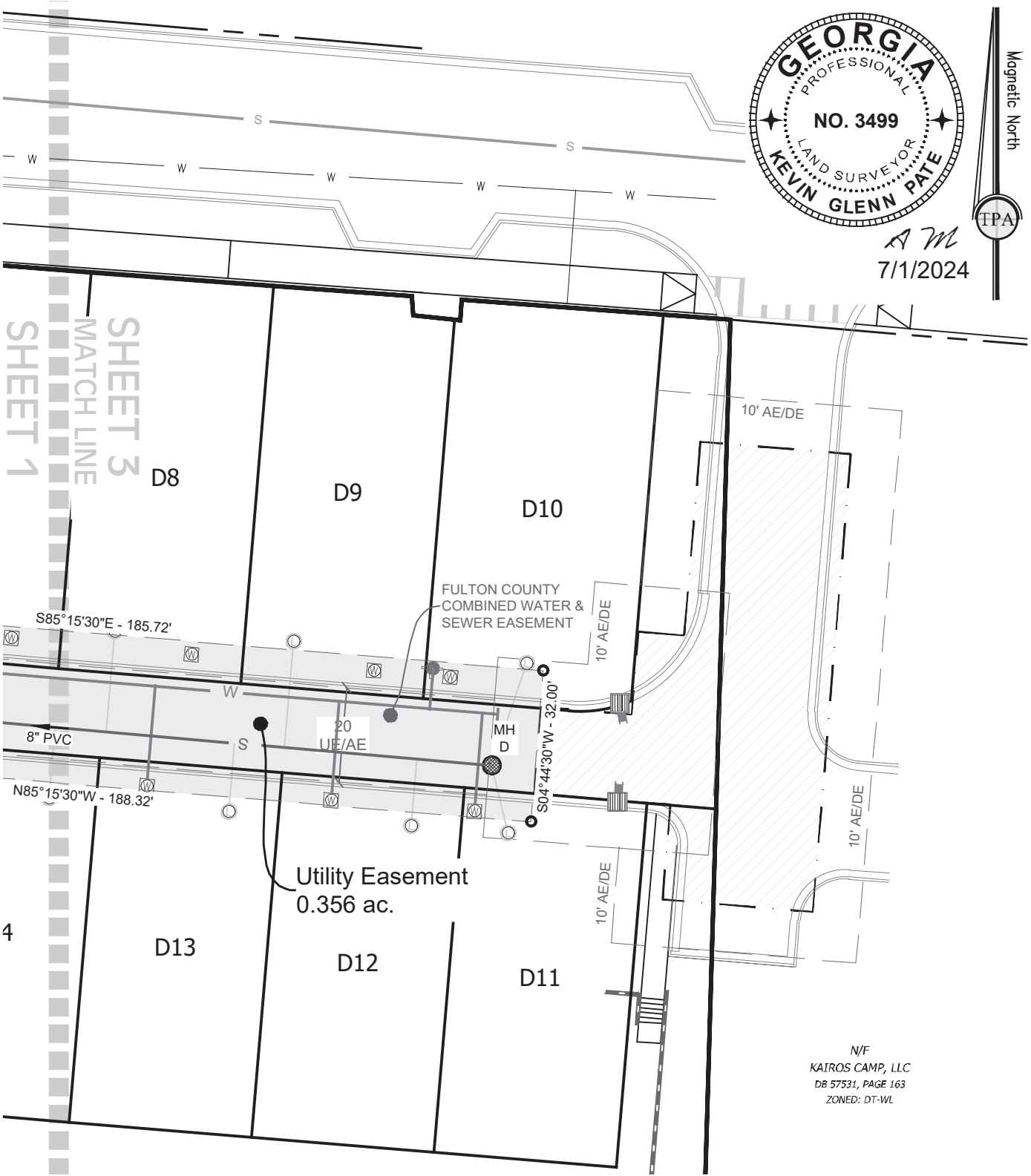
UTILITY EASEMENT EXHIBIT	
PARKE WALKER	
AUTHORIZED BY: JBGL Alanta Group Development 2014, LLC	
LAND LOT 247 • 1st DISTRICT • 2nd SECTION CITY OF ALPHARETTA • FULTON COUNTY • GEORGIA	
GRAPHIC SCALE - IN FEET	

PLAT DATE: 06/13/2024
FIELD DATE:
SCALE: 1" = 30'
JN: 1-23-0368
FN: 101-A-2526
DRAWN BY: SH
SHEET NO: 2 of 4



A M
7/1/2024

SHEET 3
MATCH LINE
SHEET 1



N/F
KAIROS CAMP, LLC
DB 57531, PAGE 163
ZONED: DT-WL



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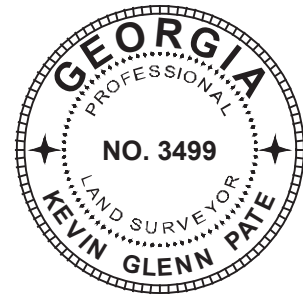
AUTHORIZED BY: JBGL Alanta Group Development 2014, LLC

LAND LOT 247 • 1st DISTRICT • 2nd SECTION
CITY OF ALPHARETTA • FULTON COUNTY • GEORGIA

GRAPHIC SCALE - IN FEET



PLAT DATE: 06/13/2024
FIELD DATE:
SCALE: 1" = 30'
JN: 1-23-0368
FN: 101-A-2526
DRAWN BY: SH
SHEET NO: 3 of 4



DESCRIPTION OF
Park Walke Utility Easement

All that tract or parcel of land lying and being in Land Lot 247 of the 1st District, 2nd Section, Fulton County, and being more particularly described as follows:

BEGINNING at a point, THENCE South 04 degrees 44 minutes 33 seconds West a distance of 67.79 feet to a point; THENCE South 85 degrees 15 minutes 30 seconds East a distance of 185.72 feet to a point; THENCE South 04 degrees 44 minutes 30 seconds West a distance of 32.00 feet to a point; THENCE North 85 degrees 15 minutes 30 seconds West a distance of 188.32 feet to a point; THENCE South 56 degrees 34 minutes 23 seconds West a distance of 4.85 feet to a point; THENCE North 85 degrees 15 minutes 30 seconds West a distance of 48.45 feet to a point; THENCE North 34 degrees 42 minutes 29 seconds West a distance of 6.48 feet to a point; THENCE North 85 degrees 15 minutes 30 seconds West a distance of 122.35 feet to a point; THENCE South 04 degrees 44 minutes 30 seconds West a distance of 10.00 feet to a point; THENCE North 85 degrees 15 minutes 30 seconds West a distance of 40.63 feet to a point; THENCE North 42 degrees 57 minutes 24 seconds West a distance of 6.71 feet to a point; THENCE North 04 degrees 44 minutes 30 seconds East a distance of 35.49 feet to a point; THENCE South 85 degrees 15 minutes 30 seconds East a distance of 196.93 feet to a point; THENCE North 04 degrees 44 minutes 33 seconds East a distance of 68.01 feet to a point; THENCE South 84 degrees 50 minutes 01 seconds East a distance of 30.00 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

Said tract contains 15,505 square feet or 0.36 acres.



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UTILITY EASEMENT EXHIBIT

PARKE WALKE

AUTHORIZED BY: JBGL Alanta Group Development 2014, LLC

LAND LOT 247 • 1st DISTRICT • 2nd SECTION
CITY OF ALPHARETTA • FULTON COUNTY • GEORGIA

PLAT DATE: 06/13/2024

FIELD DATE:

SCALE: N/A

JN: 1-23-0368

FN: 101-A-2526

DRAWN BY: SH

SHEET NO: 4 of 4



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0531

Meeting Date: 8/21/2024

Department

Real Estate and Asset Management

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

Request approval of a Sewer Easement Dedication of 15,505 square feet to Fulton County, Georgia, from JBGL Atlanta Development 2014, LLC, for the purpose of constructing the Park Walke Project at 132 Brook Street and 51 Thompson Street, Alpharetta, Georgia 30009.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The proposed Park Walke Project, a residential development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer service 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 before issuing a Land Disturbance Permit. The easement area to be conveyed to the County consists of 15,505 square feet and is located in Land Lot 247 of the 1st District, 2nd Section of Fulton County, Georgia.

Community Impact: The community will benefit from the extension of the County's sewer system

and the addition of a residential 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 the record to Fulton County are made a part of the public record and grant Fulton County access to perform construction, maintenance, and upgrades to the County's sewer system once the proposed improvements are installed.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1:

Acceptance of this easement dedication does not involve the expenditure or the receipt of funds.

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

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

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

Project Name : Park Walke
Tax Parcel Identification No.: 12-270307480685 & 12-270307480693
Land Disturbance Permit No.: WRN23-058
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: 7/1/2024
Initials: AM

**SEWER EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 4th day of June, 2024, between JBGL Atlanta Development 2014, LLC, a corporation duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor), and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part.

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and assigns the right, title, and privilege of an easement on subject property located in land lot(s) 247 of the 1st District, 2nd Section (*if applicable*) of Fulton County, Georgia, and more particularly described as follows: To wit:

Park Walke

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(s) hereby convey and relinquish to FULTON COUNTY a right of access over Grantor's remaining lands as necessary for FULTON COUNTY to perform maintenance and repairs on said sewer line on both a routine and emergency basis.

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

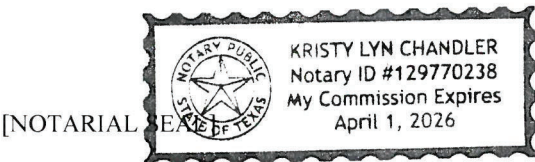
Said Grantor hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said sewer line for the use of the property as herein agreed.

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

Signed, sealed and delivered this 4
day of June, 20 24
in the presence of:

[Signature]
Witness

[Signature]
Notary Public



GRANTOR: JBGL Atlanta Development 2014, LLC
CORPORATE NAME

By: [Signature] (SEAL)

Print Name: Veronica Edwards

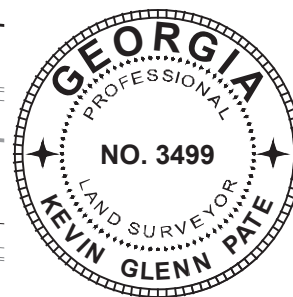
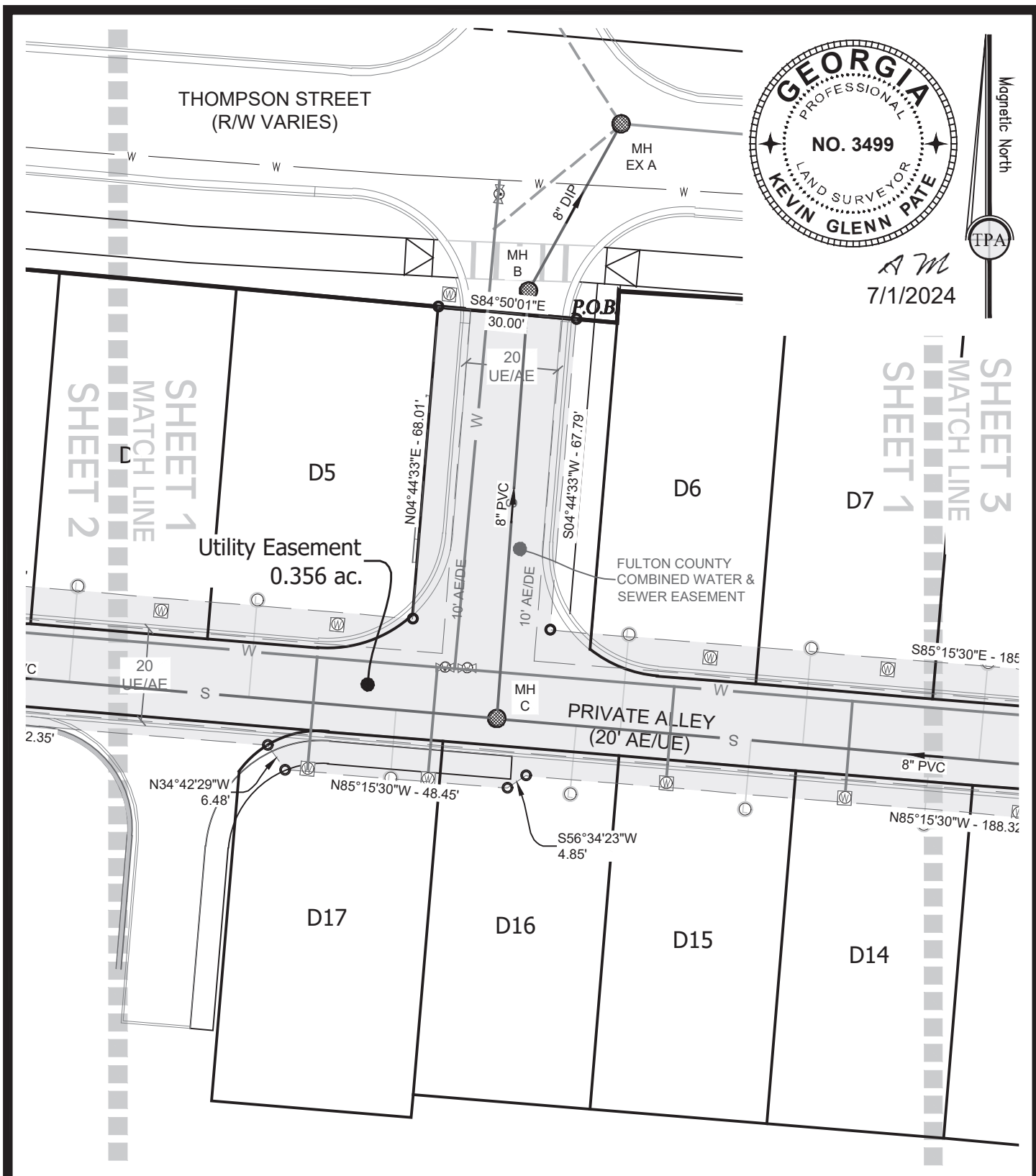
Title: Authorized Representative

By: _____

Print Name: _____

Title: _____

~~{CORPORATE SEAL}~~



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7/1/2024



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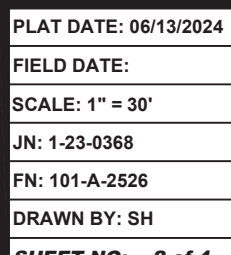
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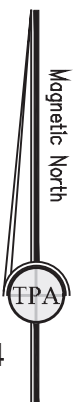
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PARKE WALKER	
AUTHORIZED BY: JBGL Atlanta Group Development 2014, LLC	
LAND LOT 247 • 1st DISTRICT • 2nd SECTION CITY OF ALPHARETTA • FULTON COUNTY • GEORGIA	
GRAPHIC SCALE - IN FEET	

PLAT DATE: 06/13/2024
FIELD DATE:
SCALE: 1" = 30'
JN: 1-23-0368
FN: 101-A-2526
DRAWN BY: SH
SHEET NO: 1 of 4

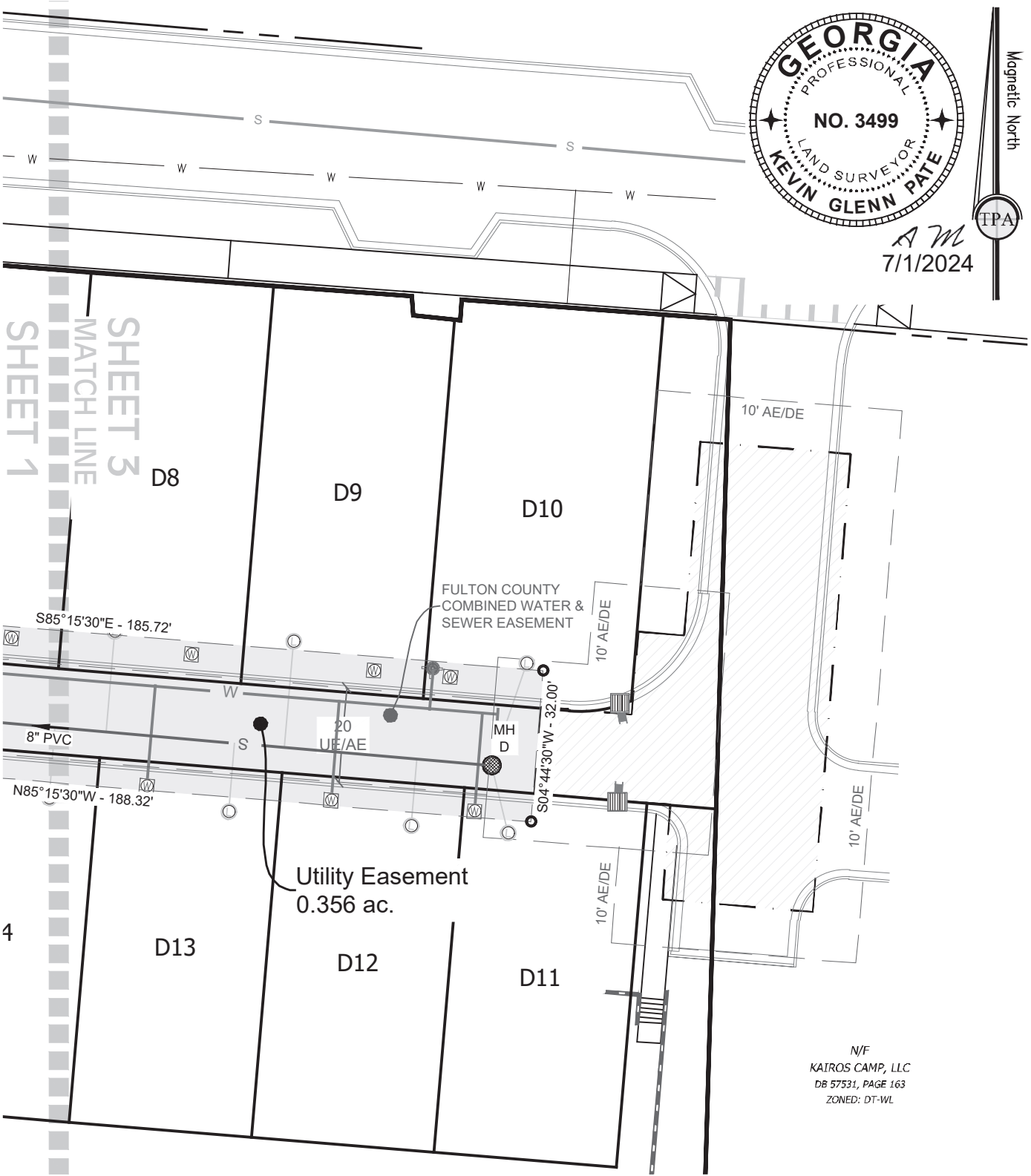


SHEET 1
MATCH LINE
SHEET 2





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7/1/2024



N/F
KAIROS CAMP, LLC
DB 57531, PAGE 163
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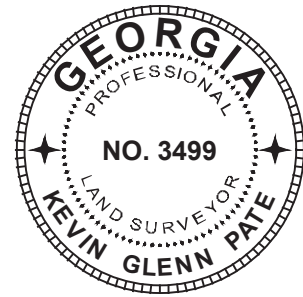


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DRAWN BY: SH
SHEET NO: 3 of 4



DESCRIPTION OF
Park Walke Utility Easement

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UTILITY EASEMENT EXHIBIT

PARKE WALKE

AUTHORIZED BY: JBGL Alanta Group Development 2014, LLC

LAND LOT 247 • 1st DISTRICT • 2nd SECTION
CITY OF ALPHARETTA • FULTON COUNTY • GEORGIA

PLAT DATE: 06/13/2024

FIELD DATE:

SCALE: N/A

JN: 1-23-0368

FN: 101-A-2526

DRAWN BY: SH

SHEET NO: 4 of 4



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0532

Meeting Date: 8/21/2024

Department

Arts and Culture

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

Request approval of a statewide contract - Department of Arts & Culture, SWC 99999-SPD-0000136-0008, Temporary Staffing Services with Corporate Temps Inc. (Norcross, Georgia) at no additional cost to provide temporary staffing services for an additional six (6) month period. Effective dates: July 1, 2024 through December 31, 2024.

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

In accordance with Purchasing Code Section 102-420, 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)*

Arts and Libraries

Commission Districts Affected

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

Is this a purchasing item?

Yes

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

The Board of Commissioners approved agenda item 24-0128 contract for Arts & Culture in the amount of \$105,000.00. Services provided in 2024 have not exceeded the total authority of 105,000.00. The contract currently has a remaining balance of \$70,843.40 that the Department of Arts & Culture would like to exhaust funds by extending the contract until 12/31/2024. Approval of this

item allows the Department to process invoices submitted after the initial contract end date of 06/30/2024. At the time this item was approved, the statewide contract's expiration date was 6/30/2024. The state has now extended that contract for an additional year.

This request is for the extension of time only, no additional funds are needed and allows the department to meet its part-time staffing need and eliminate some of the challenges the department encountered while having temporary part-time staff on the County's payroll.

The Arts & Culture Department is responsible for fulfilling the deliverables under the terms of the contract as indicated in the Scope of Work. The contractor Corporate Temps Inc. provides the department with staff to provide services to the County's two Arts Centers and Downtown Main Office.

Community Impact: With sufficient personnel to implement various arts-related classes and other programmatic and administrative services, the Arts & Culture Department will be able to effectively and efficiently provide arts services and programming to Fulton County residents.

Department Recommendation: The Department of Arts & Culture recommends approval.

Project Implications: Without BOC approval, the Arts & Culture Department will not have sufficient staff to administer its programs for the remainder of the year. The deduction or loss of the department's arts programs would negatively impact Fulton County residents

Community Issues/Concerns: The community has indicated a desire for the County to continue its arts-related programs. Without proper staffing, the Arts & Culture Department will not be able to provide Fulton County residents with the services they desire and deserve.

Department Issues/Concerns: The Department of Arts & Culture is concerned that if approval is not obtained, then payment cannot be rendered for services provided for the remainder of the year by the contractor for the citizens of Fulton County.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0128	2/21/2024	\$105,000.00
Extension No. 1			\$0.00
Total Revised Amount			\$105,000.00

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

Contract Value: \$No Cost

Prime Vendor: Corporate Temps, Inc.

Prime Status: African American Male Business Enterprise

Agenda Item No.: 24-0532

Meeting Date: 8/21/2024

Location: Norcross, GA
County: Gwinnett County
Prime Value: \$No Cost

Total Contract Value: \$No Cost
Total Certified Value: \$No Cost

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

David Manuel, Director, Arts & Culture 678-428-0290

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: 105,000.00
Previous Adjustments:
This Request: \$0.00
TOTAL:

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

100-181-1810-1160: General Fund, Arts and Culture, Professional Services - \$105,000

Key Contract Terms	
Start Date: 7/1/2024	End Date: 12/31/2024

Cost Adjustment: NONE	Renewal/Extension Terms: From July 1, 2024 to December 31, 2024
------------------------------	---

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

EXTENSION NO. 1 TO FORM OF CONTRACT

Contractor: **Corporate Temps**

Contract No.: **SWC-99999-SPD-0000136-0008, Temporary Staffing for Administrative Task**

Address: **5950 Live Oak Parkway Suite 230**
City, State **Norcross, GA 30093**

Telephone: **770-934-1710**

Email: **shawn@corporatetemps.com**

Contact: **Shawn Menefee**
Director

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Corporate Temps to provide administrative staffing to support the day to day operations for the Department of Arts and Culture, dated February 21, 2024, on behalf of the Arts & Culture; and

WHEREAS, the County wishes to extend the subject contract, with all items and conditions unchanged, for an additional six month period, effective July 1, 2024 through December 31, 2024; 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 [Insert Board of Commissioners approval date and item number].

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

This Extension No. 1 to Form of Contract is effective as of the 1st day of July, 2024 between the County and Corporate Temps, who agree that all Services specified will be performed in accordance with this Extension No. 1 to Form of Contract and the Contract Documents for an additional six months extension of time, with the contract ending as of the 31st of December, 2024.

1. **SCOPE OF WORK:** To continue to provide administrative staffing to support the day to day operations for the Department of Arts and Culture.
2. **COMPENSATION:** This is a time extension only, no additional funding is required.

3. **LIABILITY OF COUNTY:** This Extension 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 EXTENSION NO. 1 TO FORM OF CONTRACT:** Except as modified by this Extension No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

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

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

CORPORATE TEMPS

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Shawn Menefee
Director

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

David Manuel, Director
Department of Arts & Culture



**CONTRACT AMENDMENT # 9
EXTENSION # 3**

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	CORPORATE TEMPS 2000
Contract No.:	99999-001-SPD0000136-0008
Solicitation Title/Event Name:	Temporary Staffing Services
Contract Award Date:	July 1, 2017
Current Contract Term:	July 1, 2023 – June 30, 2024

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to extend for an additional term of twelve months, to establish the pricing schedule for this statewide contract and to modify the insurance requirements.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	July 1, 2024
End Date of New Contract Term:	June 30, 2025

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to extend the contract for an additional period of time.

Category: Industrial Staffing

Standard Markup: 36% Payroll Markup: 33%

Category: Professional Staffing

Standard Markup: 33% Payroll Markup: 30%

Category: Healthcare Staffing

Standard Markup: 34% Payroll Markup: 30%

Category: Other Staffing Related Services

SubCategory: Non-Standard Pre-Employment Screening

Line Item #	Type of Screening	UOM	Base Rate per UOM
72	Drug Testing	EA	\$10.00
73	Driving Record	EA	\$20.00
74	Fingerprint Background Screen	EA	\$10.00
75	Credit Check	EA	\$25.00
76	Education Credentials	EA	\$20.00

SubCategory: Affordable Care Act (ACA) Safe Harbor Provision

Line Item #	Description	UOM	Base Rate per UOM
77	ACA Safe Harbor Provision Fee per Employee	MO	\$2.00

Region 3

Category: Administrative Staffing

Standard Markup: 34% Payroll Markup: 30%

Category: Industrial Staffing

Standard Markup: 36% Payroll Markup: 33%

Category: Professional Staffing

Standard Markup: 33% Payroll Markup: 30%

Category: Healthcare Staffing

Standard Markup: 34% Payroll Markup: 30%



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0535

Meeting Date: 8/21/2024

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

Presentation of Proclamations and Certificates.

Proclamation recognizing "National Aviation Week."
(Abdur-Rahman/Pitts/Thorne/Ellis/Barrett/Hall)

Proclamation recognizing "Bronzelens Festival 15th Anniversary Appreciation Day."
(Abdur-Rahman/Pitts)



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0516

Meeting Date: 8/21/2024

Department

Finance

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

Request approval of a Resolution adopting the 2024 Millage Rates for the General fund, General Obligation Bond Fund, and the Fulton Industrial District Fund, as well as the 2024 Fulton County Board of Education millage rate.

(MOTION TO APPROVE FAILED ON 8/7/24)

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

O.C.G.A 36-81-5; O.C.G.A 48-5-32; O.C.G.A 48-5-32-1 and O.C.G.A 48-5-310

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

Open and Responsible Government

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

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

Scope of Work: The Finance Department recommends approval of the attached Resolution which includes the County's 2024 General Fund, Bond Fund, and Special Service District - Fulton Industrial District millage rates. Per statute, the Fulton County Board of Education recommends a 2024 millage rate of 17.080 to the Board of Commissioners (BOC) who in turn approve the recommended rates, perfunctorily. The Fulton County Board of Education adopted their final millage rate on August 6, 2024.

Listed below are the proposed millage rates for 2024 and actual rates for the last two years:

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>Change</u>
General Fund	8.870	8.870	8.870	0.000
Bond Fund	0.200	0.180	0.170	(0.010)
Fulton Industrial Dist.	9.550	9.340	9.410	0.070

The Board previously approved Item 24-0431 on June 26, 2024 that authorized a proposed millage rate, advertisement of the 5-year levy ad, set the public hearing dates, authorized the Chair to sign the Pending Appeals for Properties Other than Public Utilities form, and authorized the County Attorney to petition the Superior Court of Fulton County for immediate and temporary collection of 2024 taxes, if it becomes necessary. Two of the three required public hearings were held at the regular meeting of the Board of Commissioners on July 10, 2024 at 10:00 a.m., a special called meeting at 6 p.m. on July 10, 2024, and the final public hearing is being held at the first meeting on August 7, 2024 at 10:00 a.m. in the Assembly Hall, located at 141 Pryor Street, SW, Atlanta, GA 30303 and via video conferencing accessible via the Fulton County website at www.fultoncountyga.gov or were accessed electronically via the following web addresses for the public hearing dates below:

July 10, 2024 - 10 a.m. meeting - https://zoom.us/webinar/register/WN_CgXtI_KjS1O_0vVs9lub3g

July 10, 2024 - 6 p.m. meeting -<https://zoom.us/j/92776019608?pwd=mbbXsTN3bDIH9dpNrQDS04DfMIfGeP.1>

August 7, 2024 - <https://zoom.us/j/96836327417?pwd=cVd5MG1ONEVsL2FjYXJBZEhUSUJvZz09>

Community Impact:**Department Recommendation:****Project Implications:****Community Issues/Concerns:****Department Issues/Concerns:****Fiscal Impact / Funding Source****Funding Line 1:**

n/a

FULTON COUNTY, GEORGIA
TAX RESOLUTION

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF FULTON COUNTY and it is hereby ordered by the same that there is hereby levied on all property in Fulton County subject to taxation, an ad valorem tax for the year 2024 for the following purposes and in the specific amounts, the same being levied and to be collected for County purposes (except educational purposes, Fulton County School District bonded debt purposes and Fulton Industrial District purposes for which separate levies are made) as provided by law:

PART I

COUNTY-WIDE TAX LEVY

WHEREAS, there was levied and collected in Fulton County during the year 2024, a joint sales and use tax in accordance with the provisions of Official Code of Georgia Annotated Title 48, Chapter 8, Article 2, and

WHEREAS, such provisions of law requires an annual adjustment of the millage rate for ad valorem taxation of tangible property within Fulton County,

NOW THEREFORE, the following determinations are hereby made by the Board of Commissioners of Fulton County:

Rate Per
\$1,000

1. Millage rate necessary to produce revenue from taxation of tangible property within Fulton County which when combined with other revenues reasonably expected to be received by Fulton County other than revenue derived from the tax imposed pursuant to O.C.G.A. Title 48, Chapter 8, Article 2, would produce revenues to defray the expenses of Fulton County for the year 2024..... 9.059
2. LESS, millage rate which if levied against the tangible property within Fulton County would produce an amount equal to the distribution of the proceeds of the tax imposed by O.C.G.A Title 48, Chapter 8, Article 2, \$17,413,735 which were received by Fulton County during the year 2023 (.189)

1
2 Net Millage..... 8.870
3

4 NOW THEREFORE, IT IS FURTHER RESOLVED by the Board of Commissioners of
5 Fulton County that in accordance with the above determination there is hereby levied on the
6 assessed value of all property in Fulton County subject to taxation, an ad valorem tax for general
7 County operating purposes and as a sinking fund for the retirement of principal and payment of
8 interests on voter approved bonded indebtedness (except educational purposes, Fulton County
9 School District bonded debt purposes and Fulton Industrial District purposes for which separate
10 levies are made) and for such tax to be assessed, levied and collected for the year at the rate
11 indicated below:

	Rate Per <u>\$1,000</u>
12	
13	
14	
15	
16 For general County purposes.....	8.870
17	
18 For the payment of principal and interest on voter approved	
19 bonded indebtedness of the County, lawfully incurred.....	<u>.170</u>
20	
21 Total.....	9.040
22	

23 **PART II**
24 **SCHOOL TAX LEVY**
25

26 WHEREAS, on August 6, 2024, pursuant to Article VIII, Section VI, and Article
27 IX, Section V, of the Constitution of Georgia, and pursuant to the referendum election held
28 on January 20, 1956, the Fulton County Board of Education passed the following
29 resolution:

30 **OPERATION OF SCHOOLS** – Special District Levy

31 BE IT RESOLVED that, the County Commissioners of Fulton County be requested
32 to levy for the year 2024 a tax of 17.080 mills upon the dollar of the assessed value of all
33 taxable property in Fulton County, outside the City of Atlanta, for the support and
34 maintenance of public schools, public education, and activities necessary or incidental

thereto, including school lunches.

SCHOOL BONDS – Special District Levy

BE IT FURTHER RESOLVED that the County Commissioners of Fulton County be requested to levy for the year 2024 a tax of 0.0 mills upon the dollar of the assessed value of all taxable property in Fulton County, outside the City of Atlanta, as a sinking fund for the retirement of principal and payment of interests on bonds issued by the Fulton County School District.

(a) Operation of Schools – Special District Levy

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Fulton County that pursuant to Article VIII, Section VI, Paragraph I, of the Constitution of Georgia, there is hereby levied for the year 2024 for the support of public schools under the control of Fulton County Board of Education a tax of 17.080 mills on the dollar of all taxable property in the County outside the City of Atlanta.

(b) School Bonds – Special District Levy

BE IT FURTHER RESOLVED and it is hereby ordered that there is hereby levied a tax of 0 mills on the dollar of all taxable property of the County outside the City of Atlanta for the year 2024 as a sinking fund for the retirement of principal and payment of interest on bonds issued by the Fulton County School District.

	<u>Rate Per</u> <u>\$1,000</u>
For Operation of Schools, Special District Levy.....	<u>17.080</u>
For School Bonds, Special District Levy.....	<u>0.000</u>
Total.....	<u>17.080</u>

PART III

SPECIAL TAX LEVY –FULTON INDUSTRIAL DISTRICT

WHEREAS, the Board of Commissioners of Fulton County have heretofore adopted a resolution on June 7, 2006, creating a South Fulton Special Services District.

NOW, THEREFORE, BE IT RESOLVED and it is hereby ordered pursuant to Article IX, Section II, Paragraph VI, of the Constitution of the State of Georgia and also an amendment to the Constitution of Georgia pertaining to Fulton County (1972 Ga. Laws, page 1481, continued by 1986 Ga. Laws, page 4430), there is hereby levied for the year 2024 a tax of 9.410 mills on the dollar of all taxable property located within said Fulton Industrial District as of January 1, 2024, to defray the cost of establishment, maintenance and operation of services in said district located in said district, said tax to be assessed, levied and collected for the year 2024, and annually thereafter, as long as said district shall remain and at the same time and in the manner other ad valorem taxes due the State and County are collected.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Fulton County and it is hereby ordered by the same that there is hereby levied upon the assessed value of all property in said Fulton Industrial District, at the

Rate Per
\$1,000

A tax of..... 9.410

Fulton County Board of Commissioners:

Robert L. Pitts
Chairman

Attest:

Tonya Grier
Clerk of the Commission

Approved as to form:

Y. Soo Jo
County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0537

Meeting Date: 8/21/2024

Department

Finance

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

Presentation, review, and approval of the August 21, 2024 Budget Soundings and Resolution

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

BOC assessment and approval of budget soundings request is required by the County's budget resolution approved by the BOC.

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

Open and Responsible Government

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

Summary & Background

The August 21, 2024 Soundings request is submitted for your review and approval. Below is a brief summary of each request and related justification.

GENERAL FUND AND WATER AND SEWER REVENUE FUND:

STRATEGIC PRIORITY AREA: OPEN AND RESPONSIBLE GOVERNMENT

- **Modify the 2024 Annual Hardware and Software Maintenance and Support list - (Page 3)**

The BOC approval is requested to modify the Annual Hardware and Software Maintenance List (AML) approved as part of the FY2024 Adopted Budget. The requested changes will be funded within

the department's existing budget and will not result in any budget adjustments.

The Sheriff requests to increase spending authority with the vendor 4F Applied Technologies (NoteActive) for \$132,000 for FY2024 AML item #418. The change is due to a contractual increase. The item is paid out of the Inmate Services unit in Non-Agency. No additional funding is requested for the change.

Information Technology requests to add an item onto the FY2024 AML and increase spending authority with vendor Presidio for \$438,580. The contract was approved by the BOC (Item # 23-0469) in 2023 but was not included on the FY2024 AML. No additional funding is requested as the item is already funded in the department's budget.

Public Works requests to increase spending authority with vendor Power Engineers for \$150,000 for FY2024 AML item #260. The change is for increased technical support for the CityWorks Asset Management System and Permit License and Land systems. No additional funding is requested for the change.

Annual Hardware and Software Maintenance and Support List - 2024								
Type	Vendor Name	Product Name	Description	User Agency	2024 Expenditure	Add'l Amt	Funding Source	Comments
Software	4F Applied Technologies	Note Active	Electronic Logging for the Jail	Sheriff	\$540,000	\$132,000	Non Agency (General Fund)	Inmate Services. Increase spending authority by \$132,000. No additional funding requested
Software	Presidio	Vulnerability Management - Tanium	Vulnerability management solution (Cybersecurity)	Information Technology	\$0	\$438,580	Information Technology (General Fund)	Increase spending authority by \$438,580. No additional funding requested
Software	Power Engineers	CityWorks	PLL Implementations and customizations/ upgrades	Public Works	\$150,000	\$150,000	Public Works (Water and Sewer Revenue Fund)	Increase spending authority by \$150,000. No additional funding requested

Included in Soundings per the County Manager's direction.

Fiscal Impact / Funding Source

None.

- 1) August 21, 2024 Budget Schedule
- 2) August 21, 2024 Resolution

Source of Additional Information

Fulton County Finance Department Budget Office



AUGUST BUDGET SOUNDINGS

August 21, 2024

Presented

to the

Board of Commissioners

by the

Finance Department

FULTON COUNTY, GEORGIA
SUMMARY OF BUDGET SOUNDINGS FACT SHEET
August 21, 2024 Soundings

GENERAL FUND:

AUGUST 21, 2024 SOUNDINGS:

1, 2024 SOUNDINGS:	Contingency Actions	Non-Contingency Actions
Beginning Contingency as of January 1, 2024:	\$1,000,000	\$0
Less April Soundings: 4/10/24	0	\$0
Less April Soundings: 4/17/24	0	\$0
Less May Soundings: 5/1/24	0	\$0
Less May Soundings: 5/15/24	0	\$0
Less June Soundings: 6/5/24	0	\$0
Less June Soundings: 6/26/24	0	\$0
Less July Soundings: 7/10/24	0	\$0
Less August Soundings: 8/7/24	0	\$0
Less August Soundings: 8/21/24		\$0
Less September Soundings: 9/4/24	0	\$0
Less September Soundings: 9/18/24	0	\$0
Less October Soundings: 10/2/24	0	\$0
Less October Soundings: 10/16/24	0	\$0
Ending Contingency Balance:	<u>\$1,000,000</u>	<u>\$0</u>

Page #

Department Name & Agency Number

Amount

Amount

[illegible]

Total Fund Impact	\$0	\$0
--------------------------	------------	------------

GENERAL FUND AND WATER AND SEWER REVENUE FUND**Strategic Priority Area: Open and Responsible Government****Action Required:**

Modify the 2024 Annual Hardware and Software Maintenance and Support List

Annual Hardware and Software Maintenance and Support List - 2024								
Type	Vendor Name	Product Name	Description	User Agency	2024 Expenditure	Add'l Amt	Funding Source	Comments
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Software	Power Engineers	CityWorks	PLL Implementations and customizations/upgrades	Public Works	\$150,000	\$150,000	Public Works (Water and Sewer Revenue Fund)	Increase spending authority by \$150,000. No additional funding requested

Purpose (Justification):

The BOC approval is requested to modify the Annual Hardware and Software Maintenance List (AML) approved as part of the FY2024 Adopted Budget. The requested changes will be funded within the department's existing budget and will not result in any budget adjustments.

The Sheriff requests to increase spending authority with the vendor 4F Applied Technologies (NoteActive) for \$132,000 for FY2024 AML item #418. The change is due to a contractual increase. The item is paid out of the Inmate Services unit in Non-Agency. No additional funding is requested for the change.

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Public Works requests to increase spending authority with vendor Power Engineers for \$150,000 for FY2024 AML item #260. The change is for increased technical support for the Cityworks Asset Manmeet System and Permit License and Land systems. No additional funding is requested for the change.

1 **RESOLUTION BY THE FULTON COUNTY BOARD OF**
2 **COMMISSIONERS TO AMEND FULTON COUNTY’S CURRENT BUDGET ON**
3 **AUGUST 21, 2024, TO MODIFY DEPARTMENTAL BUDGETS; AND FOR**
4 **OTHER PURPOSES**
5
6

7 **WHEREAS**, O.C.G.A. § 36-81-3 provides that counties have the authority
8 to adopt an ordinance to establish their own fiscal year and budget preparation
9 process; and

10 **WHEREAS**, the Board of Commissioners of Fulton County has determined
11 that it is in the best interest of the County to have a streamlined budget preparation
12 process that provides the necessary legal requirements and removes previous
13 time consuming and burdensome practices; and

14 **WHEREAS**, O.C.G.A. § 36-81-3 provides that a county may amend its
15 budget to adapt to changing governmental needs during the budget period; and

16 **WHEREAS**, O.C.G.A. § 36-81-3(d) provides that amendments shall be
17 made as follows:

18 (1) Any increase in appropriation at the legal level of control of the local
19 government, whether accomplished through a change in anticipated revenues in
20 any fund or through a transfer of appropriations among departments, shall require
21 the approval of the governing authority. Such amendment shall be adopted by
22 ordinance or resolution;

23 (2) Transfers of appropriations within any fund below the local government's
24 legal level of control shall require only the approval of the budget officer; and

25 (3) The governing authority of a local government may amend the legal level
26 of control to establish a more detailed level of budgetary control at any time during

1 the budget period. Said amendment shall be adopted by ordinance or resolution;
2 and

3 **WHEREAS**, the legal level of control for Fulton County is the departmental
4 level.

5 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of
6 Fulton County, Georgia, that, pursuant to O.C.G.A. § 36-81-3(d), the current
7 budget is hereby amended by approval of the attached departmental budget
8 modifications.

9 **BE IT FURTHER RESOLVED THAT** all resolutions or parts thereof in
10 conflict herewith are hereby repealed.

11 **SO PASSED AND ADOPTED**, this 21st day of August, 2024.

12
13 **FULTON COUNTY BOARD OF COMMISSIONERS**
14
15

16
17
18 _____
19 Robert L. Pitts, Chairman
20

21
22 ATTEST:

23 APPROVED AS TO FORM:
24

25
26 _____
27 Tonya Grier
Clerk to the Commission

26 _____
Y. Soo Jo
County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0538

Meeting Date: 8/21/2024

Department

County Manager

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

Presentation of the Fulton County Operational Report.

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

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

Open and Responsible Government

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No



Fulton County Operational Report

August 21, 2024

Board of Commissioners Meeting

AGENDA

- **Justice System**
 - **Focus Area**
 - **Workforce Development & Small Business Loans**
 - **Key Performance Indicators**
 - **Jail Blitz Plan**
 - **Finance and Purchasing**
- 



Project ORCA & Justice System

FULTON COUNTY GOVERNMENT



Project ORCA & Justice System Update

AUGUST 21, 2024

AGENDA

- 01 ORCA CASE REDUCTION
- 02 CUMULATIVE CASE REDUCTION
- 03 JAIL POPULATION UPDATE

Project Overview

Since the beginning of COVID-19, the Fulton County Court System has amassed a significant and unprecedented level of cases. Project ORCA will address this challenge by utilizing a combination of capacity expansion and productivity enhancement initiatives to expedite the case adjudication process.

Case Accumulation Defined

All cases (hearings, filings, applications) that were initiated before and during the pandemic (including those currently awaiting formal charging or filing) that have been impacted due to current limitations at various stages of the case administration process.

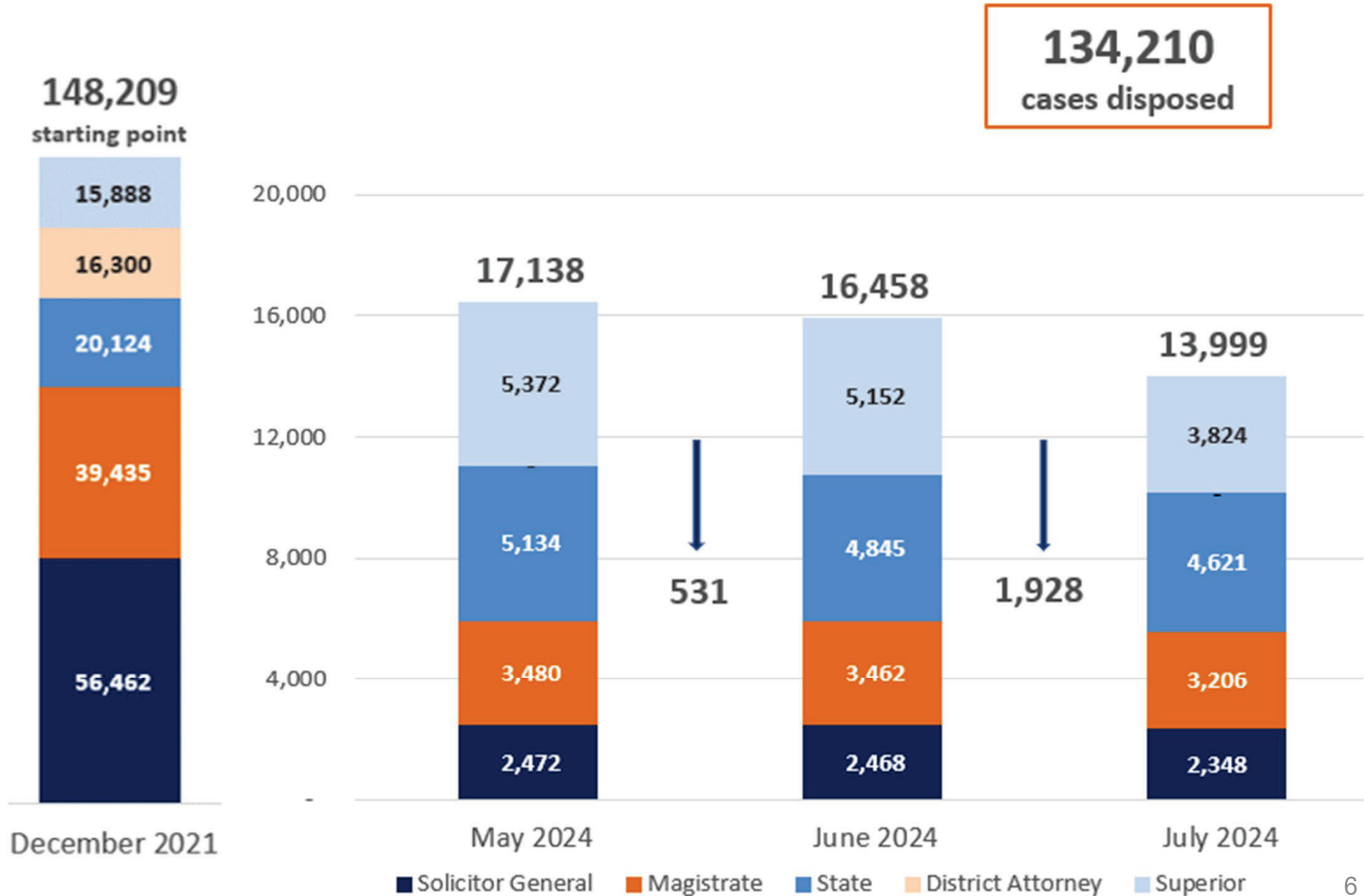


The COVID-19 Case Resolution Project began on **December 6, 2021** with **148,209** open and active cases.

As of **July 31, 2024**, **134,210** cases have been disposed.
There are **13,999** pending open and active cases.

PROJECT ORCA CASE REDUCTION

Dispositions by Office



PROJECT ORCA CASE REDUCTION

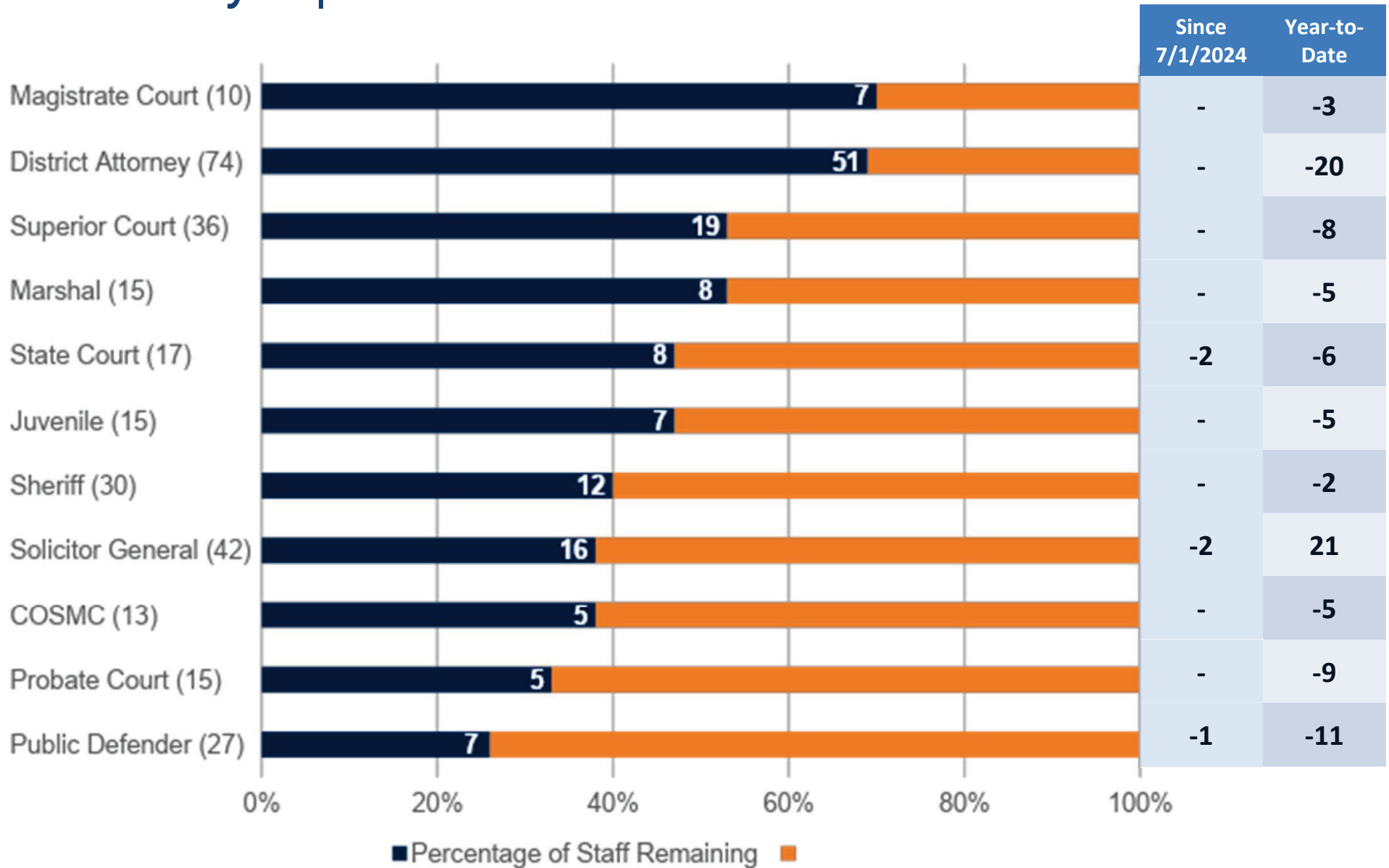
Case Disposition SUMMARY



Office	July 2024 (Last full month)			Project To Date (12/6/2021 through 7/31/2024)		
	Target	Actual	Variance	Target	Actual	Variance
Superior	765	1,328	563	17,705	16,647	(1,058)
District Attorney	0	0	0	16,300	16,300	0
State	924	224	(700)	16,429	18,772	2,343
Solicitor General	470	120	(350)	48,832	54,802	5,970
Magistrate	641	256	(385)	34,106	35,812	1,706
Overall	2,800	1,928	(872)	133,372	142,333	8,961

Staffing ramp down

PROGRESS by Department As of 8/1/2024



FULTON COUNTY GOVERNMENT



Project ORCA & Justice System Update

AUGUST 21, 2024

AGENDA

- 01 ORCA CASE REDUCTION
- 02 CUMULATIVE CASE REDUCTION
- 03 JAIL POPULATION UPDATE

CUMULATIVE CASE REDUCTION

JUSTICE SYSTEM SCORECARD



MEASURE	GOAL	MAY 2023 BASELINE	JUNE 2024	JULY 2024	DELTA <i>(previous month vs. current month)</i>
Average Length of Stay	30 days	71 days	52 days	45 days	7 day decrease
Jail Population Unindicted without other charges	10%	34%	21%	21%	-
Clearance Rate for Felony Criminal Cases	100%	72%	75%	59%	16% decrease
Felony Cases Disposed within 180 Days	90%	25%	27%	28%	1% increase
Felony Cases Disposed within 365 Days	98%	63%	63%	64%	1% increase

FULTON COUNTY GOVERNMENT



Project ORCA & Justice System Update

AUGUST 21, 2024

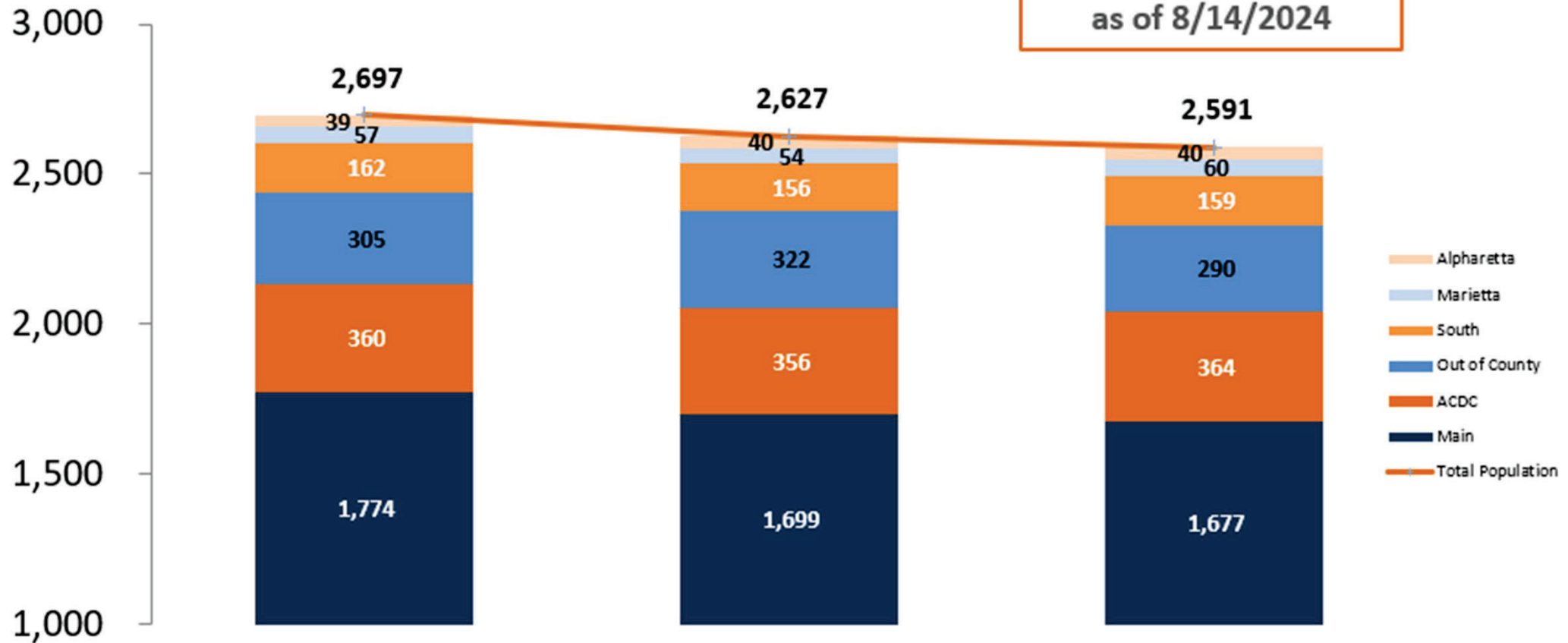
AGENDA

- 01 ORCA CASE REDUCTION
- 02 CUMULATIVE CASE REDUCTION
- 03 JAIL POPULATION UPDATE

Average Monthly population



2,543
as of 8/14/2024



	May	Jun	Jul
Book In	424	433	456
Book Out	458	451	457
Net	34	18	1

Average Monthly Jail population

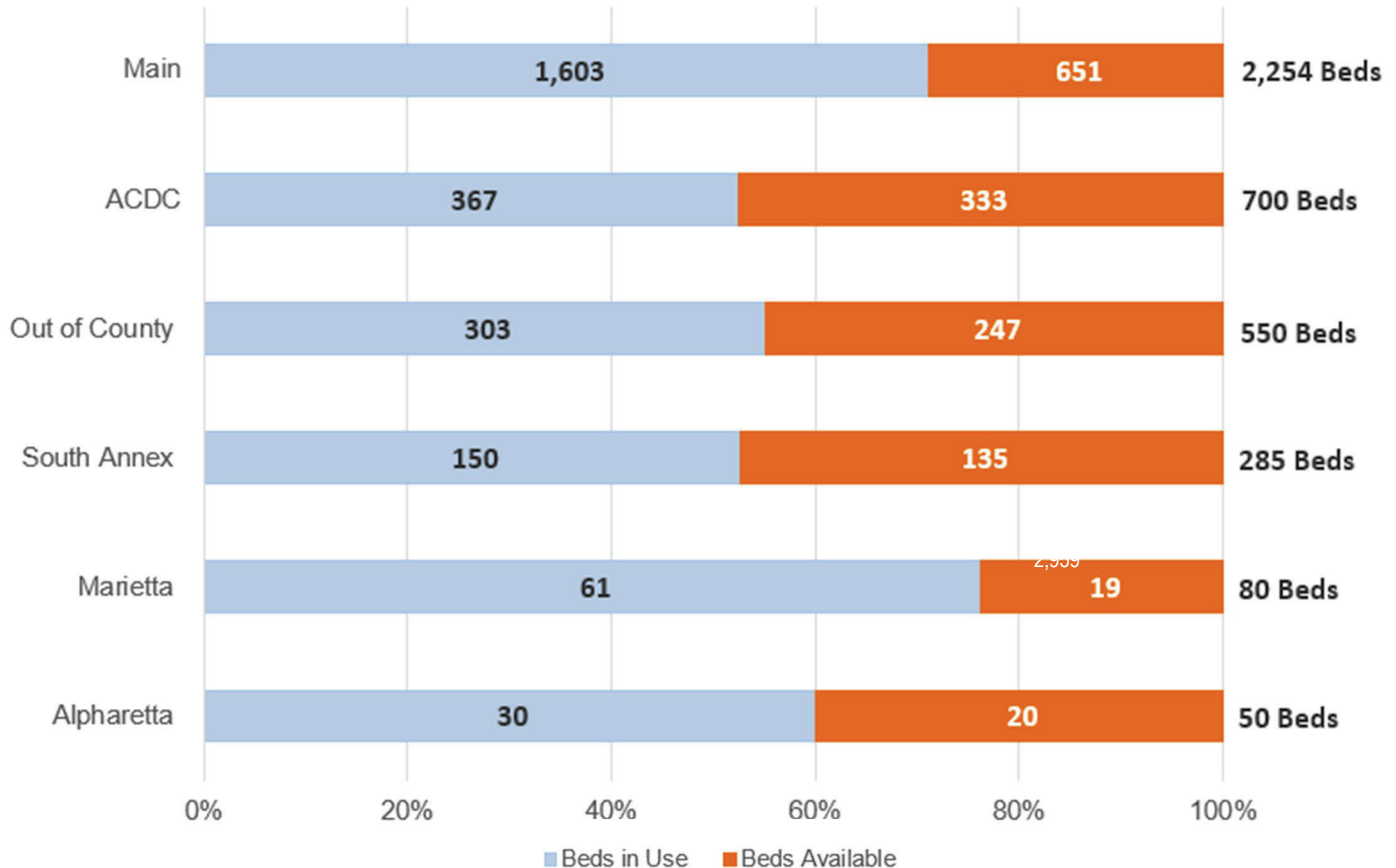
Population by facility



	MAY	JUNE	JULY	8/14/2024
Main	1,774	1,699	1,677	1,580
ACDC	360	356	364	439
Out of County	305	322	290	282
South Annex	162	156	159	146
Marietta	57	54	60	69
Alpharetta	39	40	40	27
TOTAL	2,697	2,627	2,591	2,543

Jail population facility utilization

AS OF 8/1/2024



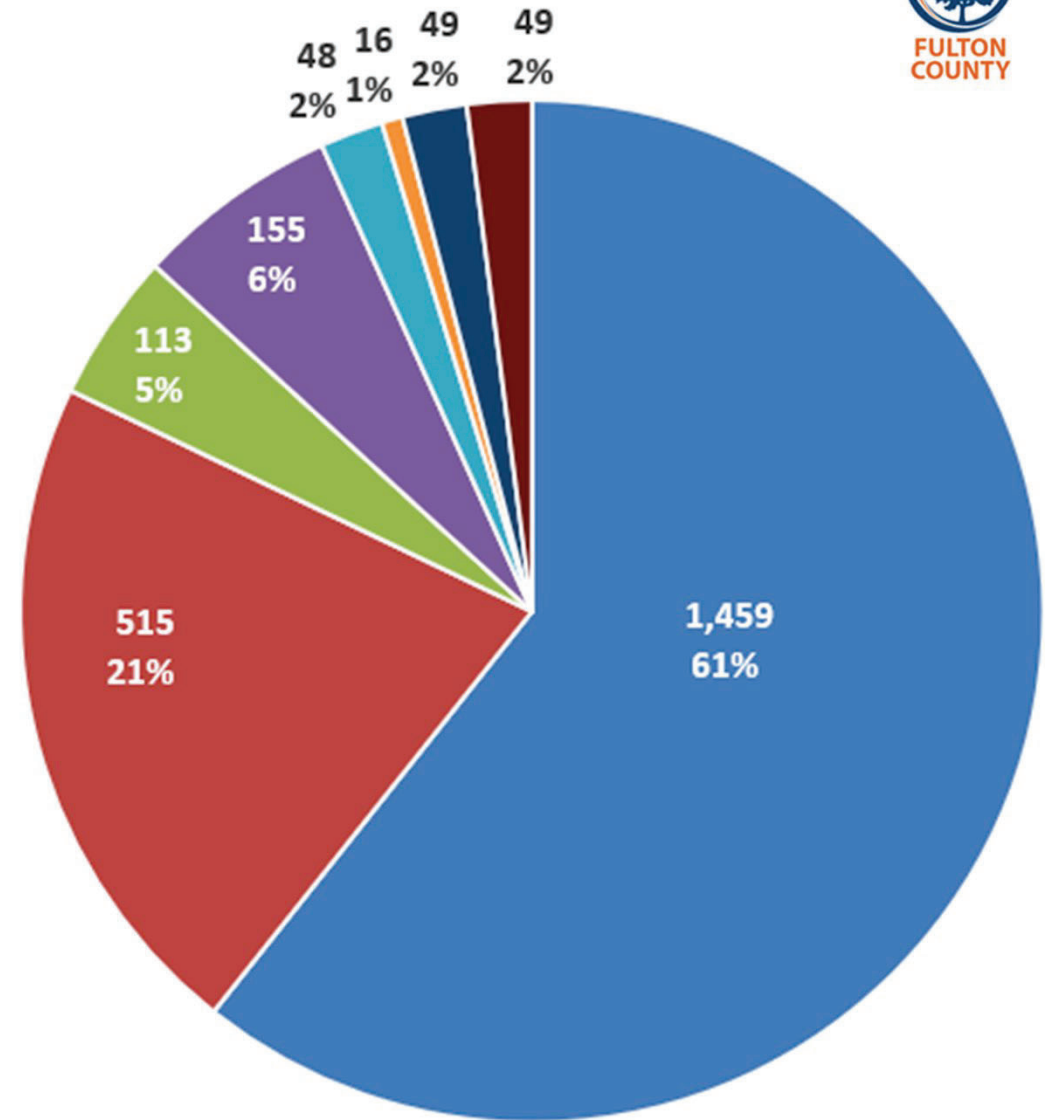
Note: There are 630 beds that are undergoing repairs at Rice Street.

JAIL POPULATION

FULL INMATE ANALYSIS AS OF 7/29/2024



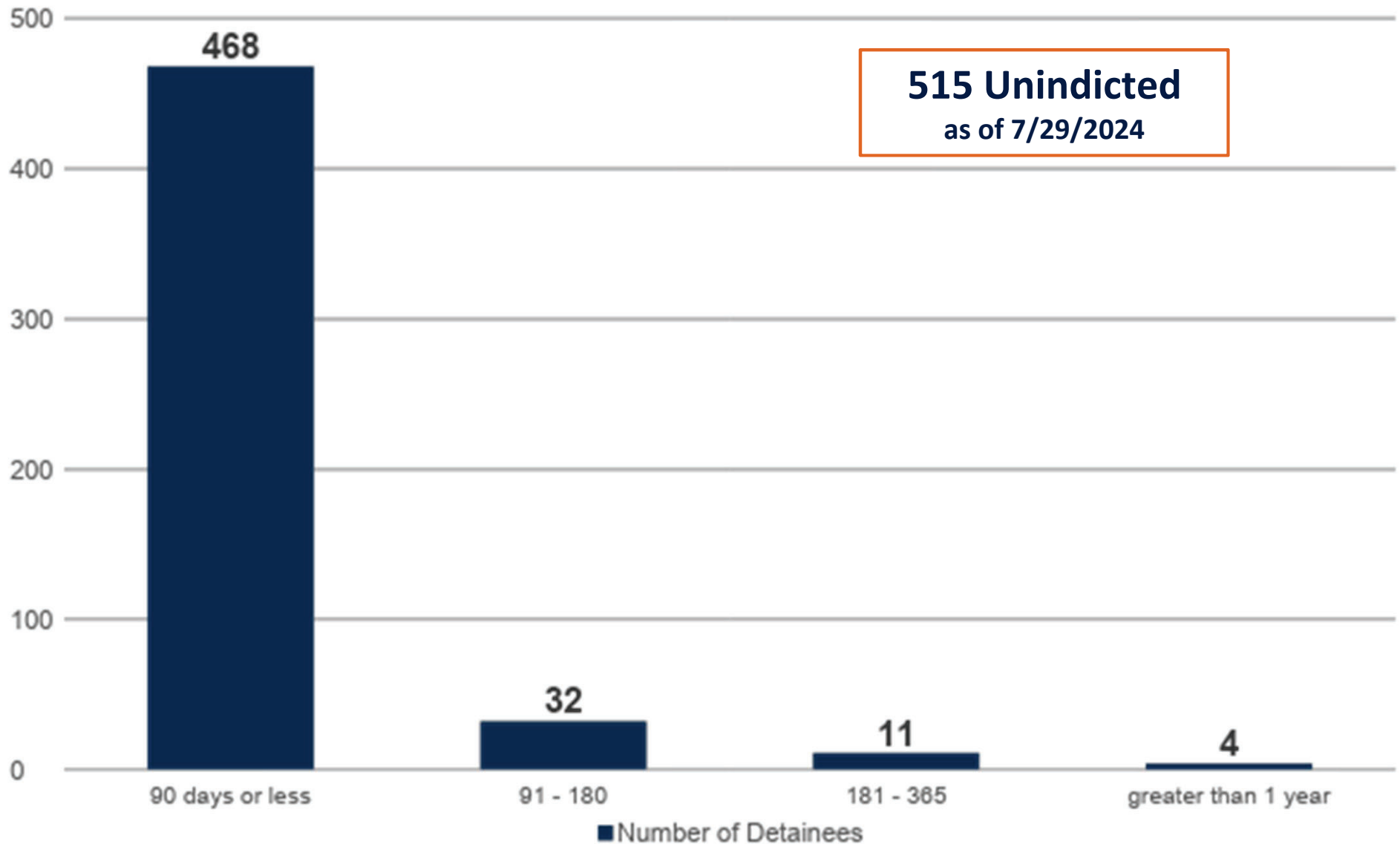
Status	Number of Inmates	
Unindicted	515	21%
Unindicted w/ Hold	113	5%
Unindicted w/ Indicted Case	48	2%
Indicted (DA)	1,459	61%
Accused (SG)	155	6%
Hold Only (SBPP/Foreign)	49	2%
Serving Sentence/CPO	49	2%
Awaiting Pickup/Transport/Extradition	16	1%
TOTAL	2,404	100%



- Indicted and/or FTA/PV only
- Unindicted
- Unindicted w/ Hold (FTA/PV/SBPP/Foreign)
- State
- Unindicted w/ Indicted Case
- Awaiting Pickup/Transport/Extradition
- Hold Only (SBPP/Foreign)
- Serving Sentence/CPO

UNINDICTED JAIL POPULATION

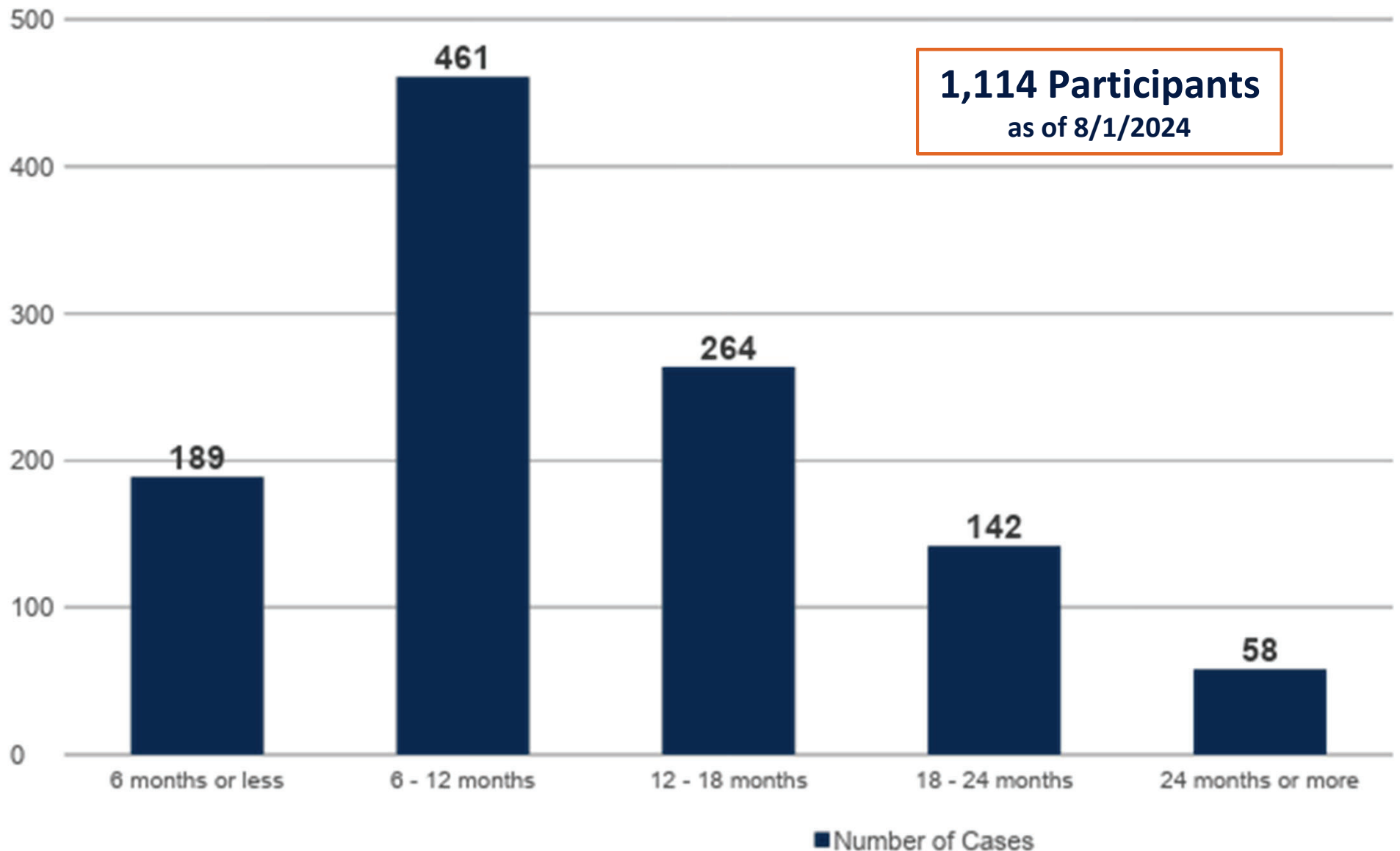
DAYS IN JAIL As of 7/29/2024



Excludes detainees with pending indicted cases and holds (Probation Violations, Failure to Appear and foreign and/or other agency holds). 78

Electronic Monitoring Update

MONTHS On Monitor As of 8/1/2024



PRIORITIES



- ✓ Implement multi-agency jail population reduction initiatives
- ✓ Develop post-ORCA reporting framework and measures
- ✓ Implement 2024 ORCA ramp down plan
 - Monitor ORCA funding and staff reduction plan
 - Continue ORCA & justice system tracking and reporting
 - Shift primary discussion of performance to Justice Partners

Justice System Dashboards

public information



JUSTICE SYSTEM DASHBOARDS

DEPARTMENT

PUBLICLY AVAILABLE DASHBOARDS

SUPERIOR COURT

Total Defendants in Jail (Complex)
 Defendants in Jail for Over 1 Year (Complex)
 Total Pending Cases (Complex)
 Cases Pending for Over 1 Year (Complex)
 Total Defendants in Jail (Non-Complex)
 Defendants in Jail > 180 Days (Non-Complex)
 Total Pending Cases (Non-Complex)
 Cases Pending > 180 Days (Non-Complex)

NATIONAL COURT STANDARDS

Time to Disposition (Felony)
 Time to Disposition (Civil)
 Time to Disposition (Family)
 Clearance Rates
 Aging of Cases

STATE COURT

Total Defendants in Jail (Misdemeanor)
 Defendants in Jail Over 1 Year (Misdemeanor)
 Total Pending Criminal Cases
 Criminal Cases Pending for Over 1 Year

PROJECT ORCA DASHBOARDS

DEPARTMENT

PUBLICLY AVAILABLE DASHBOARDS

OVERALL

Total Disposed Cases
 Remaining Open & Active Cases

COURTS

Total Disposed Cases & Filings
 Remaining Open & Active Cases & Filings

PROSECUTORS

Total Disposed, Indicted, or Accused Cases
 Remaining Open & Active Cases

All publicly available justice system data and dashboards are found at:
<https://fultoncountyga.gov/inside-fulton-county/open-government>



QUESTIONS



Workforce Development & Small Business Loans



Select Fulton

Fulton County's Economic and Workforce Development Initiative



August 21st, 2024

Fulton Workforce Board Establishes Model for State and Region

- Adopted Four-Year Strategic Plan with focus on Economic Resilience
- Advising Statewide Partners on Braiding Funding Models for Employment Services



Select Fulton – Workforce Development



Bryson Barnes
Tom Cook
Sanquinetta Dover
Rich Johnson
Andy Macke
Alex Ruder
Shar'ron Russell
Kim Schofield
Yolanda Wimberly
Mike Bell
Terry Newsom
Amelia Nickerson
Brian Noyes
Juan Wences
Yulonda Darden-Beauford
Stephanie Rooks
Marshall Taggart
Kali Boatright
Diane Allen
David Butler

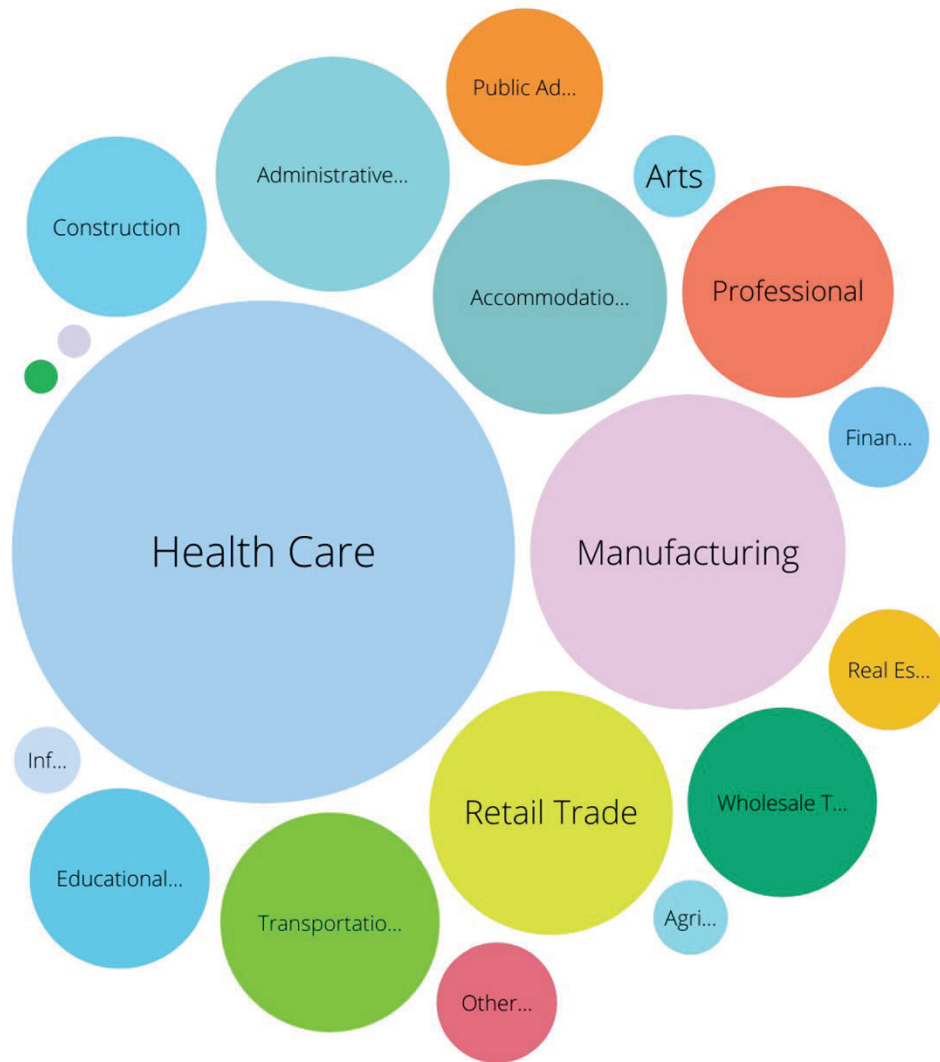


Federal Reserve
Bank of Atlanta



Fulton Board Membership





Program Year 2023

Performance Impact

- **125 Training Graduates Placed into Employment**
 - **Emory and Amazon Hired Multiple Training Participants**
- **Exceeded Projected State Performance Goals for Employment and Wages**
- **\$13,824 Average Wage Increase**

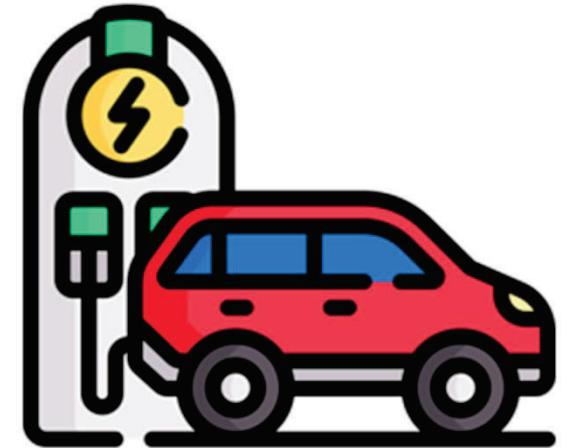
\$1 on Training → **\$4.25 in Wages**



**Clean
Monitoring
Report with 0
Findings**



**AJC Coverage of
Mobile Unit
Impact**



**Recruitment of
Clean Tech and
Infrastructure
Jobs**



2022-2024 ARPA \$3.9M Fulton County Recovery Loan Program

- 73% Minority/Female Business
- \$73,000 Average Loan Size
- Top Industry: Healthcare, Business Services, Food Service

2020-2024 CARES + ARPA Total Program Outcomes

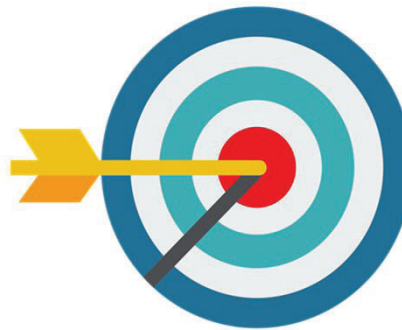
	Fulton County	Access to Capital	TOTAL
Loan Investment	\$6.9M	\$39.3	\$46.2
# of Loans	135	448	583
Average Loan Size	\$57,000	\$78,500	
Minority/Female Business	72%	77%	



Key Performance Indicators and Compensation Plan

Key Performance Reviews

- Reviews of KPI's for Q1 and Q2 of FY2025 have been completed
- Departments/agencies are granted the opportunity to discuss their performance
- Concerns with KPI's are discussed (i.e. Cyber Attack Issues) along with any corrective actions
- Only 11% of the KPI's for departments are off track due to the Cyber Attack



**87% OF KPI'S ARE
ON TARGET**

Examples of some KPI's

Department (40)	Measure (Pay for Performance KPIs)	Yearly Target	Q1	Q2
Behavioral Health & Developmental Disabilities	IDD - % of individuals who achieve at least one of the goals on their Individualized Service Plan	85%	100%	100%
Behavioral Health & Developmental Disabilities	All Programs - % of individuals scheduled to be seen by a licensed or credentialed professional within 2 business days from the	80%	68.26%	100.00%
Behavioral Health & Developmental Disabilities	All Programs - % of individuals scheduled to be seen by an individual licensed to prescribe medications in the State of	80%	56%	57.20%
Behavioral Health & Developmental Disabilities	Customer Service - % of individuals receiving Behavioral Health services that rate their overall experience as 80% or greater	90%	91.15%	91.33%
Behavioral Health & Developmental Disabilities	CORE - # of individual served	5,000	1,394	1,788
Behavioral Health & Developmental Disabilities	School Mental Health Therapy - # of individual served	2000	1,307	2,412
Behavioral Health & Developmental Disabilities	School Based Mental Therapy - % of clients satisfied with services provided	90%	94%	94%
Behavioral Health & Developmental Disabilities	Re-Entry Program - % of clients that will be connected to community mental health services upon release from jail	80%	2.94%	100.00%
Behavioral Health & Developmental Disabilities	DUI Court Treatment - # of clients served	45	71	61
Behavioral Health & Developmental Disabilities	DUI Treatment Court - % of clients that will maintain a negative drug screen	70%	0%	89%
Behavioral Health & Developmental Disabilities	DUI Treatment Court - % of clients who completed program successfully by graduating	85%	47.06%	64.00%
Behavioral Health & Developmental Disabilities	DUI Treatment Court - % of clients satisfied with services provided	85%	91%	91%

Transparency



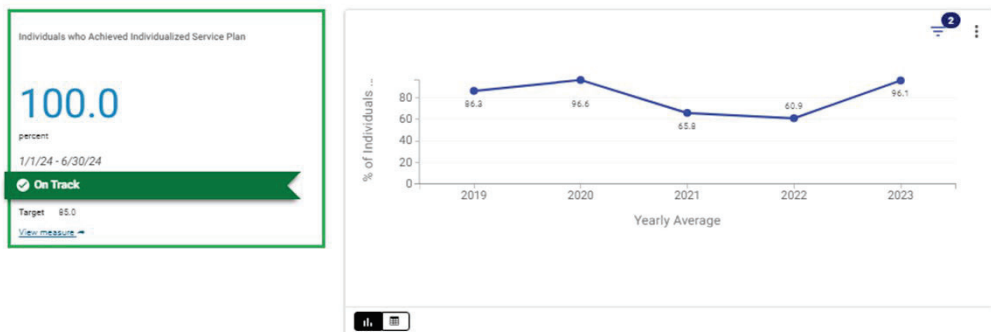
Open Performance

<https://performance.fultoncountyga.gov/>



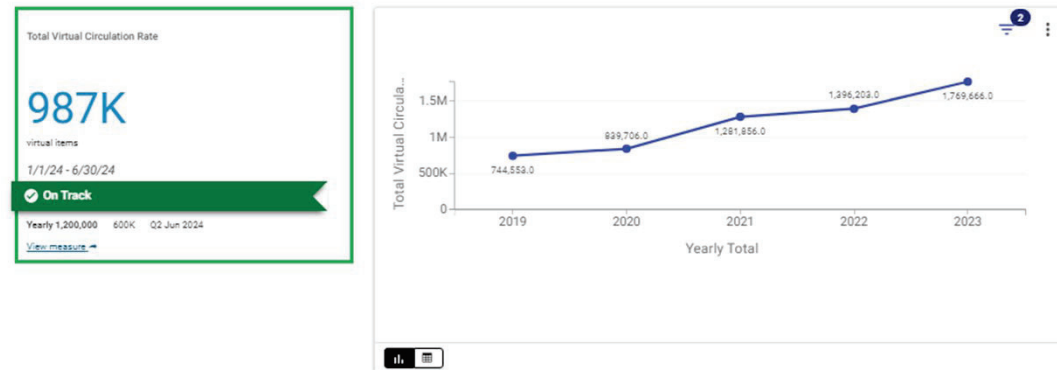
Key Performance Dashboards

Description: Percentage of individuals who achieve at least one of the goals on their Individualized Service Plan.



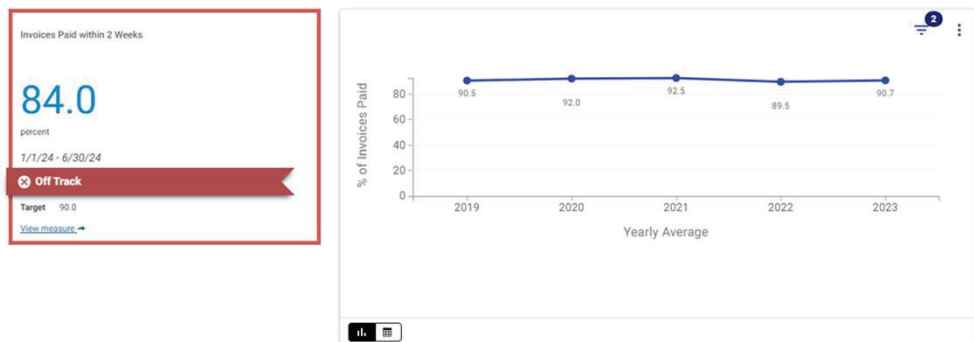
Why is this important: Ultimately the goal for working with individuals with intellectual developmental disabilities is to improve their overall level of functioning in order for them to gain independence and live a meaningful life. Using goal accomplishment as a measure to determine an increase in functioning is a valuable tool. Goals are established based on categories determined by a Support Intensity Scale (SIS) assessment, Health Risk Screening Tool (HRST) as well as the individuals hopes and dreams.

Description: Total virtual circulation



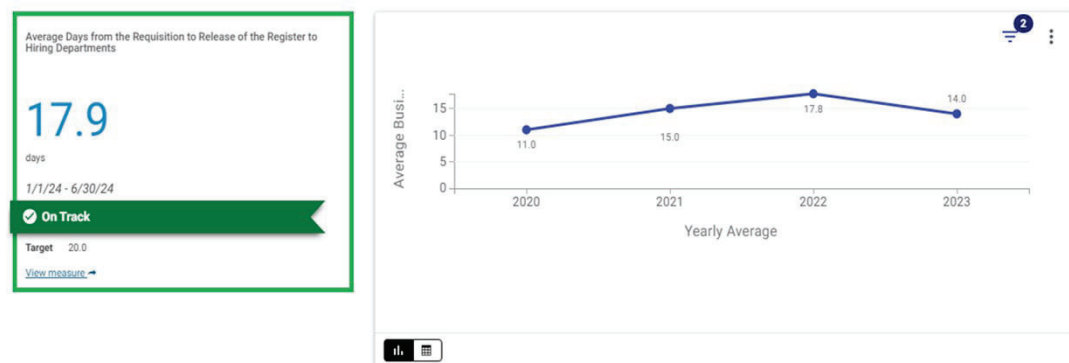
Why is this important: Part of the library's mission is to provide access to information for education and enrichment. Providing materials in electronic/digital format offers patrons 24/7 access to library materials. This KPI indicates the level of electronic/digital library usage.

Description: Percentage of invoices paid within 2 weeks of department approval and/or policy compliance



Why is this important: Accounts Payable services all county departments and the FCBOW, AFCWRC, City of South Fulton, and other contractual funds through a partial listing of the following: 1) vendor payment processing including receipt of invoices, final system approval, check disbursement and 1099 issuance; 2) travel and training payment and reconciliation processing including credit card reconciliation review and payment; and 3) countywide training on the financial and reporting systems. These items are the catalyst that ensures that the County meets all spending requirements. In addition, the primary responsibilities of the vendor payment process is ensuring compliance with all applicable policies and procedures (federal, state, local, accounting, etc.).

Description: Average business days from the requisition approval date to the release of the register to hiring departments



Why is this important: This measure the efficiency in referring registers to the hiring departments.

New Countywide Indicators for FY2025

- 85% of invoices will be submitted to Accounts Payable for processing within 10 days of receipt
- 90% of P-Card and T-Card will be submitted timely and reconciled each month within designated system(s)
- 85% of the time interviews and selection of candidate will be completed by departments within 30 days of receiving and eligible candidates list from Human Resources

Results impact the 2025 Pay for Performance Payments



Note: Each department/agency was asked to review current KPI's and look at improvements or additional measure for 2025

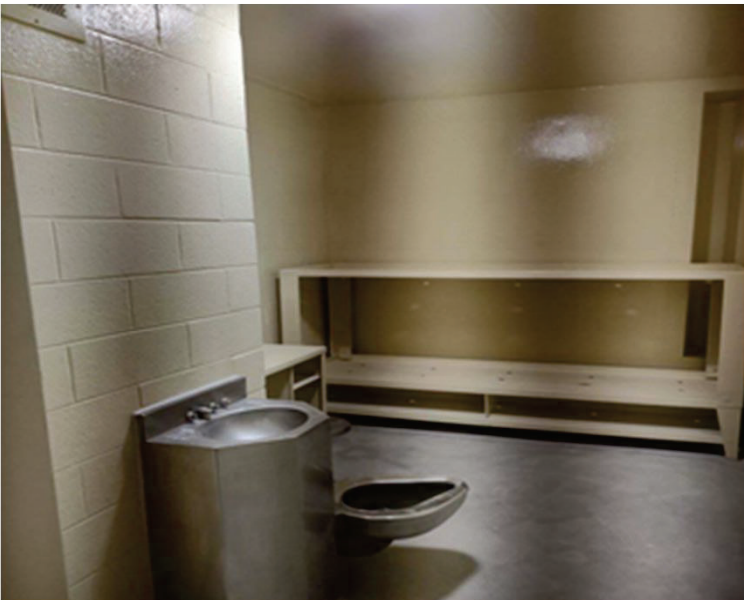


QUESTIONS



Jail Blitz Plan

Jail Maintenance and Repairs



- **Overall blitz project to date:**
 - 6 units complete or 55%
 - 726 Cells out of the total 1122 non-medical cells have been rehabbed
 - 7th Blitz Unit, 5 South, started on August 17, 2024
- **Project Progress:**
 - **9 of 11** Jail Units are expected to be completed by end of the year.
Project completion projected for Jan/Feb 2025
- **Non-Blitz Work Orders (July 2024):**
 - Corrective Maintenance:
1,142 completed out of 1,643 submitted = **69.5%**
 - Preventive Maintenance:
268 completed out of 327 scheduled = **82%**

Jail Maintenance and Repairs

- **630** beds currently unavailable @ Rice St. for various reasons.
 - 6 zones (216 beds) unoccupied due to sewage backups on 1 North
 - 6 zones (216 beds) unoccupied due to ongoing jail blitz on housing unit 5 North
 - 6 housing zones (198 beds) unoccupied due to fire restoration or awaiting parts for repair for critical safety feature
- **Unused Beds Systemwide:**
 - Rice St: 90% of unused cells are due to blitz project or other long-term repairs i.e., the other 10% is space for classification (separation of inmates)
 - Out of County: Empty space is due to inmate classification acceptance
 - ACDC and South Annex: empty cells are due to staffing availability





QUESTIONS



Finance and Purchasing



COVID 19 Reserve & ARPA Spend Update

ARPA Reporting

American Rescue Plan Report as of 07/31/2024

Project/Initiative	Budget Amount	Approved by the BOC	Contracted (Y/N)	Encumbrance	Expenditure	Difference	Comment	Active or Completed
Behavioral Health Crisis Center	16.0	Yes	Yes	1.7	13.6	0.7	Pending Change Order 4 and 5 to BOC	Active
Developmental Disabilities Training Center	5.4	Yes	No	-	-	5.4	Pending Contract Approval to BOC	Active
Health Infrastructure Project Contingency (BHCC, DDTC, etc.)	-	Yes				-	*Proposed use of interest earnings -2.8 million to re-fund contingency that was reallocated to ORCA. Funding is needed due to construction/inflationary increases/Developmental Disabilities Training Center	Active
Infrastructure Modernization (141 Pryor)	29.0	Yes	Yes-28.3	28.3	0.2	0.5	.5 Unencumbered is for project management; contract approval pending	Active
Court Backlog Project - ORCA	80.9	Yes	Yes	1.0	74.2	5.7	No funding for employees and contractors after 12/31; Jail related costs unallowable	Active
General Administration	0.6	Yes	Yes	0.1	0.5	(0.0)		Active
Fulton Fresh 2024	0.3	Yes	Yes-.3	-	0.1	0.2	Pay as you go program; Unencumbered amount will be spent (groceries, etc.)	Active
Living Assistance	0.5	Yes	Yes	0.5	-	-		Active
Summer Youth Training Program 2024	0.5	Yes	Yes	0.0	0.3	0.1		Active
Safety Net Services - Community Services Programs	7.8	Yes	Yes-7.7	0.2	7.5	-	\$225k will be awarded from this amount per BOC direction	Active
Tiny Homes	1.0	Yes	Yes-.3	0.2	0.1	0.7	Plan is for balance to be awarded to Microlife as a subrecipient	Active
Vaccine and Testing	2.8	Yes	FEMA Recon	1.6	1.0	0.3	Held as a reserve due to FEMA unallowable costs; current reconciliation concluding and amounts will be charged to ARPA	Active
IT Virtual Support - External Website	0.4	Yes	Yes-.4	0.1	0.2	-		Active
IT Virtual Support -Cloud Based ERP	11.3	Yes	Yes	9.7	0.6	1.1	Unencumbered balance represents project contingency-pending change order	Active
Vaccine and Testing - FEMA 10%	0.4	Yes		0.1	0.3	(0.0)	Held as a reserve due to FEMA unallowable costs; current reconciliation concluding and amounts will be charged to ARPA	Active
Emergency Rental Assistance Administrative Costs	8.8	Yes	Yes	-	8.8	-		Completed
Child Care	0.4	Yes	Yes	-	0.4	0.0		Completed
Day Porters / Cleaning	1.6	Yes	Yes	-	1.6	0.0		Completed
Emergency Rental Assistance	4.0	Yes	Yes	-	4.0	-		Completed
Food Insecurity	4.1	Yes	Yes	-	4.1	(0.0)		Completed
Fulton Fresh 2022	0.3	Yes	Yes	-	0.3	-		Completed
Fulton Fresh 2023	0.2	Yes	Yes	-	0.2	-		Completed



ARPA Reporting

American Rescue Plan Report as of 07/31/2024

Project/Initiative	Budget Amount	Approved by the BOC	Contracted (Y/N)	Encumbrance	Expenditure	Difference	Comment	Active or Completed
Grady Hospital	11.0	Yes	Yes	-	11.0	-		Completed
Employees Covid Healthcare	4.0	Yes	N/A	-	4.0	(0.0)		Completed
Pandemic Proof County Facilities	0.5	Yes	Yes		0.5	0.0		Completed
Air Handling Units - County Buildings	1.3	Yes	Yes		1.3	-		Completed
Vaccine Incentive Program	0.5	Yes	Yes	-	0.5	0.0		Completed
Job Training	0.7	Yes	Yes	-	0.7	0.0		Completed
Lifeline Animal Control	0.5	Yes	Yes	-	0.5	-		Completed
Long Term Revolving Loan Program	3.9	Yes	Yes	-	3.9	-		Completed
Medical Examiner-Forensic Pathology/Transport	0.8	Yes	Yes		0.8	-		Completed
COVID Marketing and Outreach	0.3	Yes	Yes		0.3	-		Completed
Project Care	0.6	Yes	Yes		0.6	0.0		Completed
PPE- County Employees	1.6	Yes	Yes	-	1.6	0.0		Completed
Premium Pay for Employees	3.4	Yes	Yes	-	3.4	0.0		Completed
Summer Youth Training Program 2022	0.5	Yes	Yes	-	0.5	-		Completed
IT Virtual Support -Broadband/Communications (Zoom/DocuSign)	0.7	Yes	Yes	-	0.7	-		Completed

206.2			43.5	148.1	14.6
Budget Amount	Approved by the BOC	Contracted (Y/N)	Encumbrance	Expenditure	Difference



ARPA Interest and Allocations

- \$9.8 Million earned in interest on the ARPA funds as of July 31, 2024.
- ORCA through December 3, 2024 \$3.5M
- Capital Needs
 - Facility Reserve (BHCC, DD South Training and Infrastructure Modernization) to fund additional ORCA \$6.3M
- Eliminated Proposed Allocation
 - Board of Assessor's move \$4.45M
 - BOC Resolutions or Directives
 - Medical Debt & FQHC's \$2M





QUESTIONS



Financial/Performance Measures Update

Monthly Financial Report

General Fund Expenditure Analysis 2023 vs 2024 - July

Department		2023			2024			(C/D) - (A/B)
		A	B	A/B	C	D	C/D	
		YTD 2023 Exp	2023 - Budget	%	YTD 2024 Exp	2024 Budget	%	% Change
Arts & Culture	181	\$ 2,305,239	\$ 9,685,272	24%	\$ 2,083,615	\$ 7,631,578	27%	4%
Behavioral Health	755	\$ 4,845,456	\$ 18,465,916	26%	\$ 5,569,258	\$ 18,607,401	30%	4%
Board of Health	750	\$ 6,438,644	\$ 11,150,587	58%	\$ 6,402,104	\$ 11,150,587	57%	0%
Child Attorney	237	\$ 2,238,114	\$ 3,680,718	61%	\$ 2,201,476	\$ 3,736,104	59%	-2%
Commission Districts	101	2,002,879	4,477,947	45%	\$ 2,100,778	\$ 4,245,631	49%	5%
Community Development	121	2,126,141	14,654,332	15%	\$ 2,369,109	\$ 11,306,990	21%	6%
County Attorney	235	2,904,997	5,069,994	57%	\$ 2,957,497	\$ 5,069,994	58%	1%
County Comm Clerk	110	606,461	1,323,704	46%	\$ 814,292	\$ 1,354,894	60%	14%
County Manager	118	2,054,195	3,827,658	54%	\$ 1,996,061	\$ 4,058,114	49%	-4%
County Marshal	419	3,939,214	7,425,060	53%	\$ 3,990,209	\$ 7,769,055	51%	-2%
District Attorney	480	19,922,924	41,643,241	48%	\$ 19,923,717	\$ 36,646,261	54%	7%
Diversity and Civil Rights	186	604,667	1,514,230	40%	\$ 807,658	\$ 1,677,587	48%	8%
DREAM	520	20,985,925	39,651,390	53%	\$ 22,416,768	\$ 41,474,580	54%	1%
Economic Development	120	459,348	871,850	53%	\$ 596,736	\$ 1,410,872	42%	-10%
Emergency Management	335	2,678,741	5,664,486	47%	\$ 713,822	\$ 1,561,655	46%	-2%
Emergency Services	333	2,262,028	3,516,628	64%	\$ 2,248,223	\$ 3,418,235	66%	1%
External Affairs	130	1,534,536	2,926,775	52%	\$ 1,470,972	\$ 2,821,515	52%	0%
Family & Children's Services	620	525,506	1,684,840	31%	\$ 862,096	\$ 1,684,840	51%	20%
Finance	210	3,896,528	7,706,489	51%	\$ 3,659,692	\$ 7,916,858	46%	-4%
Grady Hospital	730	29,014,531	49,813,841	58%	\$ 29,481,735	\$ 50,601,313	58%	0%
HIV Elimination	270	61,275	190,432	32%	\$ 58,876	\$ 139,459	42%	10%
Human Resources	215	2,932,133	5,832,639	50%	\$ 3,139,506	\$ 6,340,229	50%	-1%
Information Technology	220	18,905,967	35,149,309	54%	\$ 20,529,084	\$ 38,309,838	54%	0%
Juvenile Court	405	9,207,005	16,927,218	54%	\$ 9,202,761	\$ 16,845,058	55%	0%
Library	650	15,241,434	30,496,143	50%	\$ 16,559,235	\$ 30,554,505	54%	4%
Magistrate Court	422	2,972,264	4,978,110	60%	\$ 2,532,859	\$ 4,645,677	55%	-5%
Medical Examiner	340	3,450,050	6,457,310	53%	\$ 3,429,466	\$ 6,608,673	52%	-2%
Non-Agency	999	67,304,675	209,772,687	32%	\$ 69,393,169	\$ 234,670,617	30%	-3%
Office of the County Auditor	119	780,322	1,410,358	55%	\$ 786,564	\$ 1,410,358	56%	0%
Police	320	5,562,748	11,435,513	49%	\$ 6,544,577	\$ 12,975,507	50%	2%
Probate Court	410	2,371,768	6,318,377	38%	\$ 2,932,513	\$ 5,683,601	52%	14%
Public Defender	490	14,206,832	25,377,575	56%	\$ 15,477,010	\$ 26,410,527	59%	3%
Public Works	540	291,667	500,000	58%	\$ 291,667	\$ 500,000	58%	0%
Purchasing	230	2,522,410	4,959,943	51%	\$ 2,383,950	\$ 4,871,926	49%	-2%
Regis & Elect	265	4,368,057	8,553,165	51%	\$ 17,142,099	\$ 39,181,842	44%	-7%
Senior Services	183	13,558,471	27,669,727	49%	\$ 14,739,194	\$ 28,408,575	52%	3%
Sheriff	330	75,475,452	142,706,567	53%	\$ 80,864,128	\$ 146,384,724	55%	2%
State Court-All Judges	421	3,653,996	6,893,734	53%	\$ 3,645,152	\$ 6,900,659	53%	0%
State Court-General	420	4,274,506	8,809,769	49%	\$ 4,626,610	\$ 8,700,422	53%	5%
State Court-Solicitor	400	6,092,245	12,516,397	49%	\$ 6,774,276	\$ 13,040,495	52%	3%
Superior Court-All judges	451	5,502,025	9,720,397	57%	\$ 5,655,903	\$ 9,824,079	58%	1%
Superior Court-Clerk	470	11,825,621	21,820,092	54%	\$ 12,760,923	\$ 21,942,346	58%	4%
Superior Court-General	450	12,436,912	23,398,655	53%	\$ 13,398,421	\$ 24,420,117	55%	2%
Tax Assessor	240	10,372,355	22,146,677	47%	\$ 10,138,656	\$ 21,943,164	46%	-1%
Tax Commissioner	245	10,820,756	18,747,272	58%	\$ 10,800,759	\$ 19,253,694	56%	-2%
Grand Total		\$ 415,537,018	\$ 897,543,024	46%	\$ 446,473,178	\$ 954,110,157	47%	0.5%

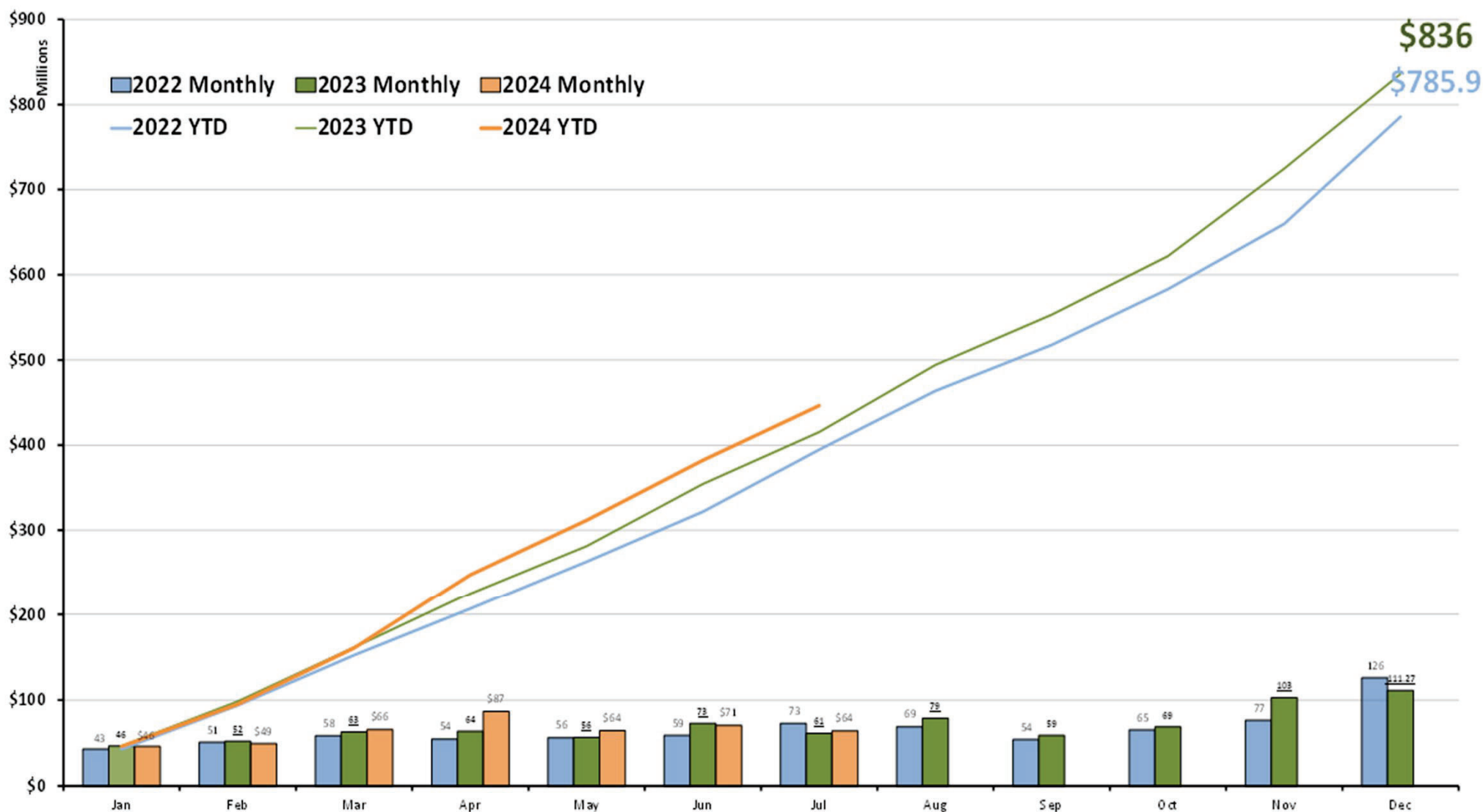
C/D Color Legend

58% of the Year (July)



Monthly Financial Report

Monthly and Cumulative Expenditures for the General Fund 2022 2023 and 2024



Monthly Financial Report

Personnel Vacancy Analysis 2024 -July - Full Time Permanent Positions

Personnel Count and Vacancies / Full Time Permanent

Department	FY24 YTD Expense	FY24 Budget	Perm. Pos.	2024							Avg. Vac.TD
				Jan	Feb	Mar	Apr	May	Jun	Jul	
Commission Districts	1,993,215	3,362,561	26				3	3	3	6	14%
County Comm Clerk	615,719	1,005,135	9				0	0	0	0	0%
County Manager	1,884,190	3,418,597	20				3	3	2	2	13%
County Auditor	750,924	1,270,191	8				0	0	0	0	0%
Community Development	1,579,829	2,649,584	25				4	4	4	4	16%
External Affairs	1,228,916	2,202,277	18				0	0	1	1	3%
Arts & Culture	1,697,944	2,890,019	29				2	2	2	2	7%
Senior Services	5,251,635	9,686,902	113				11	12	10	5	8%
Diversity and Civil Rights	699,182	1,344,583	12				1	0	1	1	6%
Finance	3,507,475	6,544,355	65				14	15	14	12	21%
Human Resources	2,821,195	5,160,176	44				6	6	4	3	11%
IT	9,595,564	16,600,682	123				20	21	23	22	17%
Purchasing	2,206,061	4,124,867	38				6	6	6	6	16%
Child Attorney	2,137,636	3,559,153	23				0	0	0	0	0%
Tax Assessor	8,834,862	16,328,386	189				26	23	22	23	12%
Tax Commissioner	9,135,817	15,650,398	190				10	10	8	5	4%
Regis & Elect	3,335,427	6,972,917	43				6	5	4	4	11%
HIV Elimination	58,371	131,459	1				0	0	0	0	0%
Police	3,249,276	6,559,480	69				14	14	15	14	21%
Sheriff	54,111,355	91,981,383	965				140	144	136	129	14%
Emergency Services	910,652	1,557,380	15				2	0	0	1	5%
Emergency Management	599,750	1,244,145	9				2	2	2	2	22%
Medical Examiner	3,126,890	5,345,161	43				3	2	2	2	5%
State Court-Solicitor	6,346,296	11,902,736	104				9	12	9	9	9%
Juvenile Court	8,214,479	14,903,576	148				20	18	21	15	13%
Probate Court	2,645,199	4,860,253	53				6	5	3	5	9%
County Marshal	3,609,463	6,899,358	71				10	9	7	10	13%
State Court-General	3,926,231	6,970,954	68				5	6	6	6	8%
State Court-All Judges	3,587,247	6,560,122	40				2	3	3	3	7%
Magistrate Court	2,422,050	4,061,446	20				6	4	1	1	15%
Superior Court-General	10,865,581	18,931,107	195				17	14	16	17	8%
Superior Court-Alljudges	5,438,612	9,179,066	80				1	1	0	1	1%
Superior Court-Clerk	11,172,589	19,383,019	209				20	15	16	18	8%
District Attorney	18,063,396	31,047,343	265				20	15	20	17	7%
Public Defender	13,970,168	24,039,968	163				8	1	1	1	2%
DREAM	7,966,051	14,971,984	173				33	32	32	26	18%
Library	13,261,058	24,125,590	300				35	34	36	37	12%
Behavioral Health	1,690,734	3,965,539	55				20	21	18	21	36%
Non-Agency	36,990,857	65,775,022	0				0	0	0	0	#DIV/O!
Economic Development	418,802	796,801	6				1	1	1	1	17%
Grand Total	\$ 269,920,700	\$ 477,963,676	4027				486	463	449	432	11%



*Vacant positions in the County's HR system as of 7/30/2024. Does not include an internal department reconciliation of positions which may include active job offers, FMLA, military leave and other off-payroll positions.



QUESTIONS



Monthly Emergency Purchase Orders & Monthly CM Contract Approval

EMERGENCY PURCHASE ORDERS AND CONTRACTS

FULTON COUNTY EMERGENCY PROCUREMENTS 6/21/2024 – 8/12/2024				
Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Amount
5/31/2024	Emergency procurements required as a result of the City of Atlanta Water Main Breaks that occurred on May 31, 2024 that affected County facilities and operations. Rental of porta-potties for E911 and Medical Examiner's Office.	AFCEMA	United Rental	\$7,000.00
6/26/2024	Emergency work to install a new electrical service for the Camp Creek Influent Pump Station due to electrical failures and an emergency PO for Sunbelt Rentals in the amount of \$138,000 to provide bypass pumping of the station during the installation of the electrical service.	Public Works	DCMI Electrical	\$289,227.00
6/26/2024	Emergency rental of bypass pumps to provide bypass pumping of the Camp Creek Influent Pump Station during the installation of the electrical service	Public Works	Sunbelt Rental	\$138,000.00
7/15/2024	Emergency procurements required as a result of the Gas/Carbon Monoxide Leak Incident at the Fulton County Jail that resulted in interruptions to Jail kitchen operations to provide food to inmates and jail staff and the replacement/repair of various kitchen equipment	DREAM/Sheriff's Office	Various	To be determined

County Manager Contract Approvals Less Than \$100K

DATE	CONTRACTOR/VENDOR NAME	CONTRACT PURPOSE	DEPARTMENT	AMOUNT
8/13/2024	Herc Rentals, Inc.	Rental Equipment	DREAM	\$7,000.00
8/7/2024	Council of Superior Court Clerks of Georgia	2024 Jury Pool List	Superior Court Administration	\$25,168.29
8/5/2024	GLE Associates, Inc.	Standby Indoor Quality Testing Services	DREAM	\$20,000.00
8/2/2024	National Captioning Institute, Inc.	Electronic Closed Captioning Transcription	Diversity & Civil Rights	\$20,000.00
8/2/2024	Proshred Security	Secure Records Disposal	Information Technology	\$31,000.00
8/1/2024	Grove Park Commercial Services	Landfill Maintenance Services	DREAM	\$67,000.00
7/29/2024	Abacus Corporation	Temporary Staffing Services to Senior Services	Senior Services	\$3,883.00
7/19/2024	Complete Contract Consulting	Electronic Communication Access Real-Time	Diversity & Civil Rights	\$10,000.00
6/24/2024	Health Plus Trans	Sign Language Interpreting Services	Diversity & Civil Rights	\$45,000.00
6/24/2024	Koly Technology	Maintenance	DREAM	\$25,000.00



QUESTIONS



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0469

Meeting Date: 8/21/2024

Department

Human Resources Management

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

Request approval to modify an amendment to Human Resources Management Policy 316-16, Internship Program Policy. **(HELD ON 7/10/24)**

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

Pursuant to the Fulton County Civil Service Act of 1982 (Section 3, Paragraph 1 - Powers, duties, and responsibilities) and Section 001-16 (General Provisions) of the Fulton County Policies, any additions, rescissions and/or amendments to the Personnel Policies must be approved by the Board of Commissioners.

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

Open and Responsible Government

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

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

Scope of Work: These revisions expand the Fulton County Internship Program to permit departments to offer internship opportunities to high school juniors and seniors. Internships are an outstanding opportunity to demonstrate the rewards of a career in the public sector. They allow organizations to showcase the culture of the organization as well as commitment to public service. Expanding the Internship Program to include high school students will assist in bringing the next generation of workers to consider careers in the public sector.

Community Impact: There is no community impact.

Department Recommendation: The Department of Human Resources Management recommends approval.

Project Implications: There are no project implications.

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

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

Fiscal Impact / Funding Source

Funding Line 1:

n/a



PERSONNEL POLICY

SUBJECT: INTERNSHIP PROGRAM

DATE: _____, 2024

Number: 316-16

I. Statement of the Policy

The Fulton County Internship Program ("FCIP") supports internships with the County that provide growth and learning opportunities for eligible high school students and full-time college and university students (undergraduate and graduate students).

FCIP internships are educational opportunities for student interns and may be paid or unpaid. Departments are encouraged to develop internships in conjunction with accredited ~~colleges and universities~~ educational institutions that are ~~academically-oriented~~ academically oriented for the benefit of the student interns. Student interns are encouraged to apply for County internships, which provide them with experience that furthers and enhances their education and training. The County's internships assist student interns in achieving their educational goals by giving them the opportunity to augment their classroom instruction with exposure to a ~~real-world~~ real-world setting. To the extent feasible, and in coordination with the student interns' schools, academic credit may be offered to student interns in connection with their FCIP internships.

A FCIP internship should correspond as closely as possible to the student intern's academic ~~calendar, and~~ calendar and should be for the appropriate amount of time necessary to provide the student intern with beneficial learning.

Each FCIP internship should be carefully crafted, developed, and monitored to ensure that a student intern's work does not result in the displacement of County employees, impair existing contracts for service, or fill a vacant position. Student interns are not, and cannot be used as, a supplemental workforce. Student interns are not included in or part of the County's career service system.

All student interns will be required to attend internship onboard training prior to

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

| starting the start of a FCIP internship.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

II. Applicability

The qualifications for participation in a FCIP internship will be determined by the applicable Department. ~~but at a minimum~~ An applicant, however, must ~~include be at least sixteen (16) years old and currently actively active~~ enrolled ~~ment as a junior or senior in high school or~~ as a full-time student at an accredited college or university ~~as a required qualification to be eligible for participation in the FCIP.~~

III. Establishment and Implementation of Procedure

The County Manager, in consultation with the Chief Human Resources Officer and the County Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".



PERSONNEL POLICY

SUBJECT: INTERNSHIP PROGRAM

DATE: _____, 2024

Number: 316-16

I. Statement of the Policy

The Fulton County Internship Program ("FCIP") supports internships with the County that provide growth and learning opportunities for eligible high school students and full-time college and university students (undergraduate and graduate students).

FCIP internships are educational opportunities for student interns and may be paid or unpaid. Departments are encouraged to develop internships in conjunction with accredited educational institutions that are academically oriented for the benefit of the student interns. Student interns are encouraged to apply for County internships, which provide them with experience that furthers and enhances their education and training. The County's internships assist student interns in achieving their educational goals by giving them the opportunity to augment their classroom instruction with exposure to a real-world setting. To the extent feasible, and in coordination with the student interns' schools, academic credit may be offered to student interns in connection with their FCIP internships.

A FCIP internship should correspond as closely as possible to the student intern's academic calendar and should be for the appropriate amount of time necessary to provide the student intern with beneficial learning.

Each FCIP internship should be carefully crafted, developed, and monitored to ensure that a student intern's work does not result in the displacement of County employees, impair existing contracts for service, or fill a vacant position. Student interns are not, and cannot be used as, a supplemental workforce. Student interns are not included in or part of the County's career service system.

All student interns will be required to attend internship onboard training prior to starting a FCIP internship.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

II. Applicability

The qualifications for participation in a FCIP internship will be determined by the applicable Department. An applicant, however, must be at least sixteen (16) years old and currently actively enrolled as a junior or senior in high school or as a full-time student at an accredited college or university to be eligible for participation in the FCIP.

III. Establishment and Implementation of Procedure

The County Manager, in consultation with the Chief Human Resources Officer and the County Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0520

Meeting Date: 8/21/2024

Department

Human Resources Management

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

Request approval to modify an amendment to Policy 320-16, Outside Employment Policy.

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

Pursuant to the Fulton County Civil Service Act of 1982 (Section 3, Paragraph 1 - Powers, duties, and responsibilities) and Section 001-16 (General Provisions) of the Fulton County Policies, any additions, rescissions and/or amendments to the Personnel Policies must be approved by the Board of Commissioners.

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: These revisions are proposed to ensure that the County's Outside Employment Policy is consistent with the County Ethics Code and applicable law, which permit employees to engage in private, economic, and other interests, except where a conflict of interest situation would result. Accordingly, the revisions limit the definition of prohibited outside employment to outside employment which involves an actual or perceived conflict of interest.

Community Impact: There is no community impact.

Department Recommendation: The Department of Human Resources Management recommends approval.

Project Implications: There are no project implications.

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

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

Fiscal Impact / Funding Source

Funding Line 1:

n/a



PERSONNEL POLICY

SUBJECT: OUTSIDE EMPLOYMENT

DATE: TBD, 2024

Number: 320-16

I. Statement of the Policy

Fulton County respects each employee's right to engage in activities outside of employment that are of a personal or private nature. Fulton County also understands that employees may want or need to hold additional jobs outside of their employment with Fulton County. Therefore, it is the policy of Fulton County to permit employees to engage in outside employment and hold other jobs provided that work-related activities do not create an actual or perceived conflict of interest, as defined in the Fulton County Code of Ethics. Employees that engage in outside employment that creates an actual or perceived conflict of interest shall be subject to appropriate disciplinary action, up to and including termination of employment, and may face sanctions as determined by the Fulton County Board of Ethics. In addition, Fulton County expects that any outside employment and related activities will be secondary to the employee's job duties for Fulton County and that no employee shall engage in outside employment activities during their normal work hours for Fulton County.

II. Factual Findings

The purpose of this policy is to prevent actual or perceived conflicts of interest between an employee's official duties and any outside employment. Specifically, the following facts exist:

- (1) Both the Georgia Constitution and state law recognize the principle that persons in government service should avoid conflicts of interest;
- (2) The Fulton County Code of Ethics requires officers and employees to avoid conflicts of interest and the appearance thereof; and
- (3) The disclosure of outside employment serves as a safeguard from the inadvertent engagement in activities that may be considered a conflict of interest, thereby protecting the reputation of Fulton County, its employees and officials, and the integrity of their actions.

III. Establishment and Implementation of Procedure

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

The County Manager, in consultation with the Chief Human Resources Officer and the County Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".



PERSONNEL POLICY

SUBJECT: OUTSIDE EMPLOYMENT

DATE: August 21, 2024

Number: 320-16

I. Statement of the Policy

Fulton County recognizes each employee's right to engage in activities outside of County employment unless they are inconsistent with the employee's obligations under the Fulton County Code of Ethics, or inconsistent with the employee's ability to satisfactorily perform their job duties in their County employment, or inconsistent with specific rules that apply to certain licensed or certified professions, or any other applicable state or federal law. Employees who engage in outside employment that creates an actual or perceived conflict of interest, or actual or perceived impropriety, shall be subject to appropriate disciplinary action up to and including termination of employment. In addition, Fulton County expects that any outside employment and related activities will be secondary to the employee's job duties for Fulton County, and that no employee shall engage in outside employment activities during their normal work hours for Fulton County unless performed pursuant to a written agreement with Fulton County and approved in accordance with applicable law.

To avoid violations of this Personnel Policy, employees shall be required to submit written notification of outside employment in accordance with the Procedure implementing this Policy. Such notifications shall be maintained and periodically evaluated by the Department of Human Resources Management.

II. Establishment and Implementation of Procedure

The County Manager, in consultation with the Chief Human Resources Officer and the County Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0539

Meeting Date: 8/21/2024

Department

Real Estate and Asset Management

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

Request approval to utilize a cooperative purchasing contract - Department of Real Estate and Asset Management, Sourcewell Contract RFP #032824-CER, Equipment, Product, or Services in the total amount not to exceed \$313,111.81 with Certified Stainless Service, Inc. dba West-Mark through Sourcewell's Authorized Representative Vacutek, LLC (Austell, GA), to purchase and deliver one (1) Hydro Sewer Jetting Truck, Aquatech SJR-1500 (steel water tank), with a 1,500 gallon capacity for the Fulton County Public Works Department. This is a one-time procurement.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background On, January 24, 2024, the BOC approved to utilize a Statewide Contract #99999-001-SPD0000177-0009, Tractor, Mowers, and Earthmoving Equipment, as BOC Item #24-0059 with (B) Environmental Products Group, Inc. in an amount not to exceed \$343,469.00, to purchase and deliver one (1) each Vactor Sewer Cleaner for the Public Works Department.

However, the Vactor Sewer Cleaner will not be available for another year. The Public Works

Department in response searched and located a comparable sewer-jetting equipment that's readily available at Vacutek, LLC, an authorized representative dealer through a Sourcewell Contract in the amount not to exceed \$313,111.81, a cost saving of \$30,357.19.

Now, Department of Real Estate and Asset Management on be-half of the Public Works Department, is requesting to purchase and delivery of one (1) piece of specialized heavy equipment, a Hydro-Sewer Jetting Truck, Aquatech SJR-1500 (steel water tank), with a 1,500-gallon capacity.

This equipment will replace older models that have exceeded their useful operational life in accordance with County Policy 400-6. The Fleet Management Division has recommended replacement of these vehicles and equipment based on the age, mileage, and mechanical condition of the vehicles.

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

Scope of Work: To purchase and deliver one (1) Hydro- Sewer Jetting Truck, Aquatech SJR-1500 (steel water tank), with a 1,500 -gallon capacity. This is a one-time procurement for the Public Works Department for 2024.

The authorized dealer (Vecutek, LLC) will work in collaboration with the Department Real Estate Asset Management's Fleet Management Division for coordination and delivery of specialized heavy equipment for the Public Works Department.

Community Impact: This specialized equipment is used to accomplish the assigned tasks during daily operation and maintenance for the water Sewer Division in the Public Works Departments.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of behalf of the Public Works Department.

Project Implications: The replacement of this identified equipment has exceeded its usefulness life based on County policy #400-6 and the fact that annual cost to repair/maintain these vehicles exceeds the Kelly Bluebook value.

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

Department Issues/Concerns: If replacement of this specialize equipment is not approved, this will strain the Department of Public Works' ability to meet and accomplish the daily operational needs of the County.

Contract Modification No, this 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: Sourcewell Contract #RFP 032824-CER

Exhibit 2: Cost Proposal

Exhibit 3: Cooperative Purchasing/Statewide Justification Form

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

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

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$313,111.81
TOTAL: \$313,111.81

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:**

201-540-5459-1410: Water & Sewer Revenue, Public Works, Equipment- \$313,111.81

Key Contract Terms

Start Date: Upon BOC Approval	End Date: 12/31/2024
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Agenda Item No.: 24-0539

Meeting Date: 8/21/2024

Cost Adjustment:	Renewal/Extension Terms: N/A
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Overall Contractor Performance Rating: N/A

Would you select/recommend this vendor again?

Yes

Report Period Start:

N/A

Report Period End:

N/A



Customer Proposal

Customer Name South Fulton
 Contact Name _____
 Address _____

 Phone Number 404-612-0211
 E-Mail Address _____

Dealer Vacutec, LLC
 Contact Name Gregg Reid
 Address 6694 Oak Ridge Commerce
Way
Austell, Georgia 30168
 Phone Number 404-737-8822
 E-Mail Address greid@vacutec.com

0. BODY

QTY	Item	DESCRIPTION
1.00	SJR-1500	Aquatech - SJR-1500 - (Steel Water Tank) with All Standard Equipment
1.00	STD-0092	1/4" Steel Water Tank - 1500 Gallon Capacity
1.00	STD-0046	Hydraulically Articulated 180 Degree Street to Curb Rotation
1.00	STD-0047	Hose Reel Rotation Controlled via Electric/Hydraulic Control
1.00	A176110	20' Leader Hose
1.00	A175252-Cobra	Sewer Hose 1" x 600' 2500 PSI
1.00	A388575	Rear Tow Hooks
1.00	A180757	24"Wx24"Dx48"H Toolbox
1.00	A180552	Toolbox 30"W x 18"D x 18"H
1.00	121001268	Wireless Remote System
1.00	STD-0061	Back Up Alarm
1.00	STD-0059	12 Volt Electrical Outlet at Panel
1.00	STD-0060	PTO Hour Meter
1.00	STD-0061	Back Up Alarm
1.00	A120051	Water Pump Hour Meter
1.00	121006419	Back Up Camera System
1.00	STD-0009	All LED Lighting

Quote # Q-05316-1 | Original Quote Date: 2/23/2024 2:50 PM | Last Modified: 2/23/2024 3:05 PM

Page 1 of 4

QTY	Item	DESCRIPTION
1.00	121005031	Work Light Kit 4ea
1.00	STD-0071	Freightliner M2-106 Chassis
1.00	STD-0090	Delivery Charge

1.1. WATER SYSTEM

QTY	Item	DESCRIPTION
1.00	STD-0018	Side Handgun Connection
1.00	A131626	1/2" x 35' Low Pressure Gun & Hose Assembly
1.00	STD-0013	Reinforced Poly-Chain Drive System
1.00	STD-0020	Water Pump Air Purge Valve
1.00	STD-0021	Pressure Relief Valve Shall be Installed to Protect the Pump
1.00	STD-0087	Pet Cock Drain on Water Filter
1.00	STD-0088	Unloader Valve System
1.00	A384024-80	80 GPM @ 2000 PSI Water System
1.00	A239902	Water Purge/Blow Out System

1.5. ACCESSORIES

QTY	Item	DESCRIPTION
1.00	A176150	25' x 2 1/2" Hydrant Fill Hose
1.00	A220260-CH-NC	Traffic Cone Holder (NO Cones)
1.00	A220330	Hydrant Wrench
1.00	J-4000	THE POOK Manhole Pick & Hook
1.00	J-2203	3" Flexible Hose Guide with 20' Rope
1.00	A388552	DOT Safety Kit
1.00	PAINT-WHITE	White Paint



In conjunction with West Mark

Truck Contract: 060920-CER

Trailer Contract: 092922-CER



**Sourcewell Contract
Price:**

\$313,111.81

Shipment Date: TBD
Quote Number: Q-05316-1
Quote Date: 2/23/2024 3:05 PM
Customer:

Customer Purchase Order: _____

Authorized Signer Printed: _____

Signature: _____

Title: _____



Terms And Conditions

1. **Applicability of Seller's Terms and Conditions.** All orders ("Orders") placed by the entity purchasing goods and services ("Buyer") of Hi-Vac Corporation ("Seller") are expressly conditioned on Buyer's agreement to these Terms and Conditions of Sale ("Terms and Conditions"). Any acceptance of Seller's offer is expressly limited to acceptance of these Terms and Conditions and Seller expressly objects to any additional or different terms proposed by Buyer. No Buyer purchase order or other form or communication shall modify these Terms and Conditions, nor shall any course of performance, course of dealing, or usage of trade operate as a modification or waiver of these Terms and Conditions. Any order to purchase goods or services shall constitute Buyer's assent to these Terms and Conditions.
2. **Quotations.** Unless otherwise specified in the quotation, Seller's quotation shall expire thirty (30) days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance.
3. **Payment and Shipping Terms.** Domestic sales are FOB, Seller's factory or other point of shipment designated by Seller. International sales are CIF. Unless otherwise quoted or acknowledged by Seller, payment terms are net thirty (30) days from the date of an order. Payment for all goods or services is due and shall be paid according to the terms appearing on the face of the invoice and quotation from Seller. Any amount not paid on the date it is due shall accrue interest at a rate of 18% per annum. All payments will be made in US Dollars. If Buyer is delinquent in the payment of any invoice, Seller may, in its discretion and without prejudice to its other rights, withhold shipment (including partial shipments) of any order and require Buyer to prepay for further shipments until complete payment has been received. Buyer shall be responsible for all costs related to the collection of past due unpaid amounts. In addition to any prices, Buyer shall pay the amount of any present or future manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, customs duty, inspections or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any government authority, on or measured by the transaction between Seller and Buyer. In the event Seller is required to advance any such tax, fee or charge, Buyer shall reimburse Seller therefor, or, in lieu of such payment, Buyer shall provide Seller at the time the order is submitted with any exemption certificate or other document acceptable to the authority imposing such tax, fee or charge. For international transactions, Seller shall not begin production or fabrication of ordered goods until one of the following has occurred: (i) Buyer has provided full (100%) payment of all costs related to the Order, or (ii) Buyer has provided Seller with a letter of credit covering all costs related to the Order, such letter of credit shall be determined acceptable or non-acceptable in the Seller's sole and absolute discretion.
4. **Title and Risk of Loss.** Title and risk of loss or damage in transit shall pass from Seller to Buyer at delivery, which shall be deemed to occur upon transfer of possession to the first carrier or Buyer's representative (which for these purposes will include Seller if Buyer has arranged for transportation by Seller's personnel) at the delivery point whichever occurs first pursuant to the applicable shipping terms.
5. **Delays or Default in Delivery.** Seller shall have no liability to Buyer for Seller's delay or default in delivery due to strikes, secondary boycotts, riots, wars, accidents, fires, floods, explosions, vandalism, government embargoes, priorities or regulations, transportation delays, shortages of labor, fuel, materials, supplies, power, transportation facilities or tooling capacity, the impact of the outbreak of COVID-19 or any other epidemics, or other similar or dissimilar causes beyond Seller's reasonable control whether or not foreseeable. Under no circumstances shall Seller have any liability for penalties or other consequential damages of any kind resulting in whole or in part from Seller's delay in delivering, or failure to deliver any goods to or perform services for Buyer as agreed.
6. **Acceptance.** Buyer acknowledges and agrees that the Buyer has 10 calendar days to inspect the goods from the earlier of (i) the time the goods have been picked up by Buyer or their representative, and (ii) the time the goods have been delivered to the destination in the invoice or a place that the Purchaser typically receives goods from Seller. Buyer must notify the Seller if the goods are being rejected as non-conforming goods by providing a Return of Goods Authorization form ("RGA") received by Seller no later than 10 calendar days after receipt of goods as determined above and the RGA must include the invoice and transaction number, the goods that Buyer believes are non-conforming and the details of why Buyer asserts the goods are not conforming. Failure to notify Seller within 10 calendar days will be deemed acceptance of the goods and any subsequent product issue shall be controlled by the product warranty section of these Terms and Conditions. If Seller allows the return of any goods after the 10 calendar day acceptance period, Buyer shall pay a 15% restocking fee to Seller.
7. **Design and Technical Information.** Seller claims proprietary rights in the items and information associated with the Order. Drawings and technical information are issued in confidence for engineering information and mutual assistance only and may not be publicly disseminated, reproduced or used by Buyer without Seller's prior written consent and shall be returned upon the earlier of Seller's written request or when its purpose has been served.
8. **Changes; Cancellations.** Changes and/or cancellations to existing schedules or orders are subject to Seller's prior written acceptance and reasonable cancellation charges, including all progress billings and reimbursement by Buyer of Seller's incurred direct manufacturing costs, including but not limited to all labor costs and expenses and costs of materials that are not usable by Seller and other non-recoverable costs incurred. Such incurred costs will be determined by Seller and communicated in writing to Buyer.
9. **Limited Warranty.** Seller's warranty is set forth in Seller's Limited Warranty for the goods or services covered by the Order, as the same is attached hereto or otherwise provided to Buyer. THIS WARRANTY IS BUYER'S EXCLUSIVE REMEDY AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OR REPRESENTATIONS, WHETHER BASED ON BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any description of the goods, whether in writing or made orally, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with Buyer's Order are for the sole purpose of identifying the goods and shall not be construed as a warranty.
10. **Limitation of Liability.** THE REMEDIES OF THE BUYER SET FORTH IN THESE TERMS AND CONDITIONS OF SALE ARE EXCLUSIVE AND ARE ITS SOLE REMEDIES FOR ANY FAILURE OF SELLER TO COMPLY WITH ITS OBLIGATIONS HEREUNDER. NOTWITHSTANDING ANY PROVISION IN THESE TERMS AND CONDITIONS OF SALE TO THE CONTRARY, IN NO EVENT SHALL SELLER BE LIABLE IN CONTRACT, WARRANTY, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), EXTRA-CONTRACTUALLY, OR OTHERWISE FOR DAMAGE TO PROPERTY OR EQUIPMENT OTHER THAN PRODUCTS SOLD HEREUNDER, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCTS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, DELAYS, CLAIMS OF CUSTOMERS OF THE BUYER OR OTHER THIRD PARTIES (EXCEPT AS OTHERWISE PROVIDED FOR ABOVE IN THE SECTION TITLED AS INTELLECTUAL PROPERTY INFRINGEMENT) OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF WHETHER SUCH POTENTIAL DAMAGES ARE FORESEEABLE OR IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S TOTAL CUMULATIVE LIABILITY ARISING FROM, CONNECTED WITH, RESULTING FROM OR RELATED TO THESE TERMS AND CONDITIONS OF SALE WHETHER THE CLAIMS ARE BASED IN CONTRACT, WARRANTY, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), EXTRA-CONTRACTUAL, OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID.
11. **Remedies.** Any lawsuit or legal claim for breach of this order must be brought within one year.
12. **Governing Law and Jurisdiction.** The laws of the State of Ohio, without regard to the conflicts of law principles thereof, shall govern Buyer's order, these Terms and Conditions and all disputes and/or disagreements arising hereunder. Both parties agree and hereby submit to the exclusive jurisdiction and venue of the state or federal courts, in Washington County, Ohio, with respect to any and all disputes arising out of or relating to these Terms and Conditions or any of the transactions contemplated hereby; and each party irrevocably submits to the jurisdiction of such court, waives any objection that it may now or hereafter have to the venue or convenience of such forum, and agrees that all such disputes shall be heard and determined in such court.

COOPERATIVE PURCHASING/STATEWIDE/GSA

USE JUSTIFICATION FORM

Department Name: Department of Real Estate and Asset Management

Contract # and Title: Sourcewell Contract #RFP 032824-CER, Equipment, Product, or Services

Date: June 17, 2024

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

1. Provide justification for the use of the cooperative Purchasing/Statewide/ GSA /Sourcewell contract your department would like to utilize:

This contract will allow the County to utilize a Cooperative Purchasing -Sourcewell Contract to purchase and deliver one (1) each specialized heavy equipment for the Fulton County Public Works Department, a Hydro-Jetting Sewer, Aquatech SJR-1500 (steel water tank), 1,500-gallon capacity.

The benefits of this contract are as follows:

- Super competitive pricing
- Provide at 3% to 5% off MSRP to Sourcewell participating agencies
- Nozzles at 5% off MSRP
- Parts & accessories at 5% off MSRP
- Chassis are passed through to customer at cost
- Rental/rent to own payments 3% discount off published prices. Buyout price will be calculated per a & d above

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

See Attached

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

X leveraging benefits of volume purchasing

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

Additional information:

**Solicitation Number: RFP #032824****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Certified Stainless Service, Inc. dba West-Mark, 2704 Railroad Ave., Ceres, CA 95307-4600 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

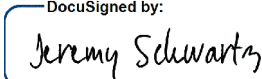
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

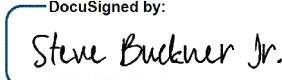
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Certified Stainless Service Inc.,
dba West-Mark

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

7/3/2024 | 11:24 AM CDT
Date: _____

DocuSigned by:

662266554621404...
By: _____
Steve Buckner
Title: Director of Business Development and
Government OEM Product Sales

7/3/2024 | 6:56 AM PDT
Date: _____

RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Vendor Details

Company Name: West-Mark

Does your company conduct business under any other name? If yes, please state: CA

Address: 2704 Railroad Ave.
Ceres, CA 95307

Contact: EVAN CUSTER

Email: bidsearch@west-mark.com

Phone: 209-343-3114

Fax: 209-343-3114

HST#:

Submission Details

Created On: Friday February 16, 2024 11:13:52

Submitted On: Thursday March 28, 2024 11:17:01

Submitted By: EVAN CUSTER

Email: bidsearch@west-mark.com

Transaction #: 7e6bb1b7-5339-4372-9915-ab5bef07e41a

Submitter's IP Address: 104.187.238.217

Specifications**Table 1: Proposer Identity & Authorized Representatives**

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Certified Stainless Service, Inc. dba West-Mark	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	No Subsidiary entities	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	DBA West-Mark	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1HJ27	*
5	Proposer Physical Address:	Certified Stainless Service, Inc. 2704 Railroad Ave. Ceres, CA 95307-4600	*
6	Proposer website address (or addresses):	http://www.west-mark.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Certified Stainless Service, Inc. dba West-Mark Authorized Representative: Name: Steve Buckner Title: Director of Business Development and Government OEM Product Sales Address: Certified Stainless Service, Inc. 2704 Railroad Ave. Ceres, CA 95307-4600 E-mail address: sbucknerjr@west-mark.com Phone: (209) 402-7779	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Certified Stainless Service, Inc. dba West-Mark Primary Contact for this proposal: Name: Steve Buckner Title: Director of Business Development and Government OEM Product Sales Address: Certified Stainless Service, Inc. 2704 Railroad Ave. Ceres, CA 95307-4600 E-mail address: sbucknerjr@west-mark.com Phone: (209) 402-7779	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Certified Stainless Service, Inc. dba West-Mark Alternate Contact: Name: Chris Portman Title: President of Military Business Development Address: Certified Stainless Service, Inc. 2704 Railroad Ave. Ceres, CA 95307-4600 Email address: cportmann@west-mark.com Phone number: (209) 356-3318 Name: Evan Custer Title: Assistant Manager of Government Business Development Address: Certified Stainless Service, Inc. 2704 Railroad Ave. Ceres, CA 95307-4600 Email address: ecuster@west-mark.com Phone number: (209) 484-4039	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	West-Mark's Brief History: West-Mark originated in Modesto, California in 1967 to fill a need for the manufacturing and repair of tank transportation equipment in the dairy industry. Having established our reputation for excellent workmanship and the use of light weight equipment for sanitary products, West-Mark diversified our engineering capabilities and began to produce transport tanks of all types by 1973. In the early 70's West-Mark also expanded our product line to serve the fire apparatus industry. Our increased volume, due to customized quality equipment and dedication to customer service, necessitated moving to a larger facility in 1969. Focused on staying located in central California, we chose a site in Ceres, California and moved our company. The Ceres location is now West-Mark's established Headquarters. Over the past 40 years, West-Mark has experienced steady growth, and has expanded from our one location in Ceres to many additional locations. Currently, West-Mark has manufacturing and fabrication facilities in Atwater and Ceres, California; repair facilities in Ceres and Bakersfield, California; a fire apparatus division in Ceres, California; and a repair facility in Fairbanks, Alaska. Today West-Mark has the ability to accommodate any tank transport business needs. West-Mark owns and operates the most extensive facilities of like kind in the United States. West-Mark's facilities provide the manner and means for West-Mark to diversify Operations. These facilities have broadened West-Mark's manufacturing capabilities, allowing West-Mark to manufacture new products, adding variety to our growing product list. Some of the product models added are specialty equipment items including D.O.T. Code tanks, and aircraft re-fueler tanker trailers built to specified military standards. West-Mark is now able to offer a selection of different material types to our customers. The use of different materials in manufacturing and fabrication processes adds flexibility to each product model's strength, capacity, and functional ability, and grants our customers more precise customization options. Some material options that West-Mark can now offer to our customers include stainless steel, aluminum, and mild steel. West-Mark's Core Values: Integrity: We shall act in a real, honest, ethical manner, and we will do what we say we are going to do. Customer Focus: We will stay focused on our customers and users and provide products and services that meet or exceed their quality expectations. Team Member Empowerment: Our team members shall be empowered to contribute and improve the company, their teams, and themselves. Community: We will recognize that we are part of a larger community of family, neighbors, suppliers, and others. Growth with a commitment to excellence: We will innovate, grow, and recognize continuous improvement in our business environment. West-Mark's Business Philosophy: West-Mark's Mission Statement, "Our Brand Promise" - "West-Mark, the leading fluid transportation equipment full-service company in North America." West-Mark's Vision - "West-Mark is the trusted innovative leader of transportation products globally." "One West-Mark" Beliefs - - Respect for all - West-Mark family - Open communication - Mistakes are dealt with honestly and fairly - Sense of ownership - Sense of empowerment - Strong teamwork - Continuous improvement and learning - Opportunities for growth and enhancement West-Mark's Longevity with Class 4-8 Chassis, Related Equipment, Accessories, and Services in the Industry: West-Mark has been in business since 1967 making tank trailers however in 1972 a local fire department requested that we build them a Fire truck due to our tank quality. Since that time we have increased exponentially in tank truck manufacturing. Currently our truck line produces almost 40% of the vehicles that come out of our manufacturing plant. West-Mark works very closely with chassis manufacturers to ensure that we leverage each chassis suppliers strong points. As a Truck Equipment Manufacturer (TEM) we are constantly training with different Chassis Primes to stay up to date with the latest electronic options available and interfacing with the chassis'. Todays trucks are not something a body mounts too, they are sometimes complex when needed and taking the necessary steps to ensure a complete build up will have years of fault free service is something that West-Mark takes pride in. Something as simple as adding too many lights to a truck with the incorrect amp draw can cause issues for a TEM. West-Mark understands this and employs a truck engineer who has 20 years of shop experience. The hands on experience of our Truck Engineer along with our OEM relations to all of the major chassis manufacturers results in a quality product that is the right fit for the job it is intended to do. West-Mark has been involved as a consultant with Navistar, Freightliner, and Paccar for TEM interface. In 2009 West-Mark build the TEM Innovator truck for Navistar see attached photos. The Innovator truck was specifically designed to showcase all of the items Navistar had available for TEM's to interface with on the chassis. These items included Remote Stop-Start and lighting sequencing along with load management of power for aftermarket items installed. Included is a Statement of work entitled International Demo Truck. West-Mark is leading the way on Truck interface to ensure operators have a safe and reliable vehicle to operate.
11	What are your company's expectations in the event of an award?	In the event of an award, West-Mark holds high expectations to result from what will then become a collaborative relationship between Sourcewell and West-Mark. If awarded, West-Mark anticipates the immense opportunity that will accompany our selection as a trusted vendor by one of the most highly esteemed Public Procurement Cooperative Purchasing Units in the market: Sourcewell. With Sourcewell's extensive outreach, ranging from large state and local government bodies, to the education sector, and further on to those small, yet essential, 'for-cause' not-for-profit entities, West-Mark is excited for the opportunity to serve this broad range of most vital community organizations; specifically, the opportunity to offer valuable, quality products and solutions that would otherwise be unaffordable or unavailable to these unique organizations. Through the West-Mark-Sourcewell contract, if awarded, West-Mark will provide quick, simple, and valuable solutions to our customers and to Sourcewell participating entities through the use of the Sourcewell contract in making our solutions available. West-Mark is eager to market our products to current Sourcewell participating entities. West-Mark is further inspired to encourage our Sourcewell-eligible customers, that are not currently Sourcewell participating entities, to pursue becoming a Sourcewell participating entity and unlock the infinite value that Sourcewell makes available to its participating entities. The value of becoming a Sourcewell participating entity is so vastly immeasurable due to the extensive depth and breadth of Sourcewell's knowledge of the current market in all facets and aspects. Knowledge of market deficits and needs that are unique to different economic markets, which pricing structures and financing options are conducive to the needs of individual market sectors, the communal philosophy and supportive intent that sparked the creation of Sourcewell's Collaborative Purchasing Program, and Sourcewell's willingness to educate others by making its extensive resources available to participating entities.

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Throughout West-Mark's 57 years in operation, our focus financially has held steadfast on maximizing the value of our internal resources. While maintaining consistent ownership and keeping the majority of our staff members with a minimal turn-over rate, West-Mark has continuously financed our growth internally. West-Mark exercises conservative, responsible financial practices, including the re-investment of equity, that have allowed for our steady growth and simultaneous development of strong financial relationships with our financial partners, our vendors and our customers. West-Mark's strong financial relationships are characterized by \$16M in lines of credit with highly rated national banking and financial institutions. Over the past 20 years, West-Mark has produced an average growth in Revenue of 10+% while also maintaining positive growth in our Net Income. West-Mark successfully maintains strong financial ratios in all key measurements of financial strength and solvency. The results of West-Mark's focus and dedication to growing from within are indisputable as evidenced by our strong credit scores, long standing positive relationships with our financial partners, and supported by third-party evaluations of our financial stability. See the attachment on the "Downloads" page for this submission, under item (1) Financial Strength and Stability, titled "Financial Strength," for a comprehensive understanding of West-Mark's strong financial position. The attached document contains: -Experian Credit Report dated 03.21.24. -Banking reference letter from BMO dated 03.19.2024. -Letter of Financial Solvency and Company Viability from Atherton & Associates dated 06.05.20 -Dun&Bradstreet Risk Management Report	*
13	What is your US market share for the solutions that you are proposing?	West-Mark's United States market share for the solutions that we are proposing is approximately 1% when calculated as an average of our share of the market in each of the fifty United States. Examples of our market share in a few of these states include a 5% market share in the state of California, 5% in Hawaii, and 20% in Alaska. We have a modest average of 0-2% market share in the remaining states. In addition to our own manufactured products, we have leveraged relationships with a several OEM Partners and are currently in discussions with additional Partners. We have negotiated and successfully formed strategic relationships which is ever increasing West-Mark's brand name awareness. West-Mark has strategic partnerships with the following: 1. Freightliner Trucks of Portland, OR with 829 dealers, We are an authorized reseller of their trucks to Federal, State & Local Gov. agencies as well as commercial customers, offering their complete line of products. 2. Acela Truck Company of Bozeman, MT. We are an authorized reseller/dealer of their products to Federal, State & Local Gov. agencies as well as commercial customers, offering their complete line of products. 3. Cementech, Inc. of Indianola, IA. We are an authorized reseller/dealer of their products to Federal, State & Local Gov. agencies as well as commercial customers, offering their complete line of products. Cementech has 77 Dealers in the U.S. & Canada. 4. Hi-Vac Corporation of Marietta, OH with 27 dealers between the US and Canada. We are an authorized reseller/dealer of their products to Federal, State & Local Gov. agencies as well as commercial customers, offering their complete line of products. 5. Interstate Truck Bodies of Phoenix, AZ. We are an authorized reseller/dealer of their products to Federal, State & Local Gov. agencies as well as commercial customers, offering their complete line of products. 6. FlowMark of Kansas City, MO. We are an authorized reseller/dealer of their products to Federal, State & Local Gov. agencies as well as commercial customers, offering their complete line of products. 7. Interstate Trailers of Mansfield, TX with over 275 dealers nationwide. We are an authorized reseller/dealer of their products to Federal, State & Local Gov. agencies as well as commercial customers, offering their complete line of products. 8. Kaufman Trailers of Lexington, NC & Bennettsville, SC. We are an Authorized reseller/dealer of their products to Federal, State & Local Gov. agencies as well as commercial customers, offering their complete line of products. 9. Doonan Specialized Trailers of Great Bend, KS. We are an authorized reseller/dealer of their products to Federal, State & Local Gov. agencies as well as commercial customers, offering their complete line of products. 10. Dorsey Trailers of Elba, AL. We are an authorized reseller/dealer of their products to Federal, State & Local Gov. agencies as well as commercial customers, offering their complete line of products. 11. Trail-Eze of Mitchell, SD. We are an authorized reseller/dealer of their products to Federal, State & Local Gov. agencies as well as commercial customers, offering their complete line of products. 12. Four Degree Trailer Company of Kewanee, IL. We are an authorized reseller/dealer of their products to Federal, State & Local Gov. agencies as well as commercial customers, offering their complete line of products.	*
14	What is your Canadian market share for the solutions that you are proposing?	West Mark's market share in Canada is 2%. All of our Canadian transactions are completed by direct sales between West-Mark and the purchasing Government Entity end user. We have an internal International Sales Representative who pursues the Canadian government and replies to RFPs/RFQs and solicitations posted for Canada. West-Mark is subscribed to a U.S. & Canada government bid site that lists bid postings for Canada that we submit bid proposal responses to. This same site also provides us access to the buying agencies' names and contact information for those U.S. & Canada entities that are also subscribers to the website. West-Mark will use this list of buying agencies to leverage our market share in the U.S. and in Canada, if a Contract is awarded. Part of our growth plan is to become more active in the Canadian market and currently, we are actively seeking opportunities that will expand our network and increase our presence in the Canadian market. Additionally, our Manager of Dealer Sales is in discussions/negotiations with Dealers and Representatives in Alberta and Ontario and is currently leveraging past relationships in other provinces.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, West-Mark has never petitioned for bankruptcy protection.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	West-Mark is best described as an OEM (Original Equipment Manufacturer) although we now have a large distributor/dealer/reseller portfolio managed by our OCM (Outside Contract Management) group. West-Mark employs Fifteen (15) sales personnel all of whom will be trained and available to support the Sourcewell members throughout the entire U.S. Our sales staff includes: - Seven (7) located at our facilities in CA. - Three (3) located at our TX office - One (1) located at our facilities in AK - Four (4) Sales Representatives cover the following geographic territories: • North-Eastern • Mid-Western • South-Eastern • North-Central • South-Central • North-Western • South-Western With physical presence when needed in the following states OH, NC, PA, WI, MN, TN, CA, AK, FL, TX. • West-Mark has three (3) company-owned services facilities and hundreds of additional service facilities throughout the U.S. via our nationwide dealer network. Our company-owned service facilities include: - Two (2) Located in CA - One (1) Located in AK - West-Mark is actively pursuing Arizona, Texas, and South Carolina properties for service expansion. West-Mark is a dealer and reseller of products outside of our manufacturing portfolio. West-Mark currently has relationships/supplier agreements and is in negotiations with various other OEM's to be able to offer their products on the Sourcewell contract: • These OEM's include but are not limited to: - o Freightliner Trucks - Class 6 - 8 Chassis & Related Equipment - o Kenworth Trucks - Class 6 - 8 Chassis & Related Equipment - o Western Star Trucks - Class 7 - 8 Chassis & Related Equipment - o Mack Trucks - Class 6 - * Chassis & Related Equipment - o Interstate Truck Bodes - Class 4 - 8 Chassis (Ram & Ford Models) & Related Equipment - o Hi-Vac Corp. - Class 4 - 8 Chassis (Peterbilt models) & Related Equipment
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	West-Mark holds the following licenses and certifications including those that we are required to hold, and those that we hold in addition to what is required: See the attachment on the "Downloads" page for this submission, under item (3) WMBE/MBE/SBE or Related Certificates, titled "Related Certificates," for a comprehensive understanding of the licenses and certifications that are currently held by West-Mark. The attached document contains: - West-Mark's current W-9 containing our EIN Number dated 01.26.2024. - City of Atwater, California Business License authorizing West-Mark to conduct business in "Transportation Manufacturing," at the Atwater location, dated 08.15.2023. - Foreign Corporation/Certificate of Authority to Transact Business in the State of Minnesota dated 05.21.2020. - NSAI Certificate of Registration of Quality Management System to ISO 9001:2015 dated 01.16.2023. - Certificate of Authority granting West-Mark authorization by the American Society of Mechanical Engineers (ASME) for the scope of activity, "Manufacture of pressure vessels," in accordance with the applicable rules of the ASME Boiler and Pressure Vessel Code dated 09.02.2022 with the expiration date of 09.02.2025. - The National Board of Boiler and Pressure Vessels Inspectors Certificate of Authorization to Register, certifying that West-Mark is authorized to apply the "NB" mark and register boilers, pressure vessels, or other pressure retaining items with the National Board that are manufactured in accordance with ASME Designators: U, dated 09.03.2016 and remaining in effect for as long as the manufacturing organization holds a valid Certificate of Authorization issued by the American Society of Mechanical Engineers. - California Employment Training Panel ETP Contract Single Employer ET24-0117, "Certified Stainless Services Inc. dba West-Mark Training Project," executed on 06/24/2023 for the term 06/24/2023 to 03/03/2025. - MVP NTEA Member Verification Program Distinguished Member - NTEA Manufacturer Member since 2005. Motor Vehicle Manufacturer and/or dealer licenses are active in the following States: • California • Alaska • Hawaii • Idaho Certificates of Authority to Transact Business in the following States: Note: This is a brief, not all-inclusive list, provided to demonstrate the brevity of States across the United States where we hold Certificates of Authority. • Maryland • North Carolina • Georgia • Minnesota • Florida • Illinois • Virginia
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No "Suspension or Debarment" information has applied to our organization, West-Mark, during the past ten years.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	West-Mark has received the following industry awards and/or recognitions: - NTEA MVP Distinguished Member - ETP Agreement Training Grant	*
20	What percentage of your sales are to the governmental sector in the past three years	57% of West-Mark's sales are to the governmental sector in the past three years. West-Mark's sales percentages are: - 5% - State, Local, Municipalities, & Education Sectors - 52% - Federal Government (Includes FMS (Foreign Military Sales) - 43% - Commercial	*
21	What percentage of your sales are to the education sector in the past three years	West-Mark has had less than 1% sales in the education sector in the past three years.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	West Mark holds/held the following state, provincial, and cooperative contracts over the past 3 years: 1) Sourcewell Chassis Contract (07/2020 - 08/2024) Total Sales Volume in past 36 months = \$5,537,486.00 2) Sourcewell Trailer Contract (12/2022 - 12/2026) Total Sales Volume in past 36 months = \$518,253.00 3) State of Missouri Large Chassis and Related Equipment Contract (01/2021 - 08/2024) Total Sales Volume in past 36 months = \$372,463.00 4) State of Missouri Trailer Contract (01/2024 - 01/2025) Total Sales Volume in past 36 months = \$0.00 5) The Interlocal Purchasing System (TIPS) for Trucks and Trailers (10/2023 - 10/2026) Total Sales Volume in past 36 months = \$0.00 6) Lower Colorado River Authority (LCRA) for Trucks and Trailers (10/2023 - 10/2026) Total Sales Volume in past 36 months = \$54,087.00 7) State of Minnesota Trailers & Accessories (02/2022 - 01/2023) Total Sales Volume in past 36 months = \$30,696.00 8) State of Ohio DOT for Trailers (12/2021 - 12/2022) Total Sales Volume in past 36 months = \$102,713.00 9) State of Ohio Dump Bodies (07/2021 - 06/2022) Total Sales Volume in past 36 months = \$0.00 10) State of Delaware Trailers & Tankers w/ Related Equipment (06/2021 - 04/2025) Total Sales Volume in past 36 months = \$787,520.00	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	West-Mark does hold a GSA Contract under number GS-30F-018DA. Annual sales from 01-2021 through 03-2024 \$4,527,817.00	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Yuma County Dept. of Public Works	Santos Guerrero	(928) 341-2500	*
Marquette County Road Commission	Ross Olsen	(906) 486-4491	*
Rhode Island Resource Recovery Corp.	Kevin Lavallee	(401) 228-3250	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
DLA Troop Support	Government	Other	Multiple Award Schedule Trucks and Trailers Contract Period 5 years 02/2023- 02/2028	\$139,979,093.00	\$59,862,652.20	*
General Service Administration	Government	California - CA	Multiple Award Schedule Trucks and Trailers contract period 10 years 06/2016-06/2026	\$100,000,000.00	\$4,527,817.00	*
TACOM US Army Contracting Command	Government	California - CA	A contract has been established for the procurement of 9000 gallon fuel trailers, totaling 2200 units, over a period of ten years. This agreement signifies a substantial commitment to ensure a consistent and reliable supply of fuel transportation infrastructure. With this arrangement in place, both parties involved can expect long-term stability and efficiency in meeting fuel transportation needs.	\$270,000,000.00	\$3,567,388.91	*
DEW Engineering Development ULC	Government	ON - Ontario	We are manufacturing these tanks for DEW Engineering, who will be selling the completed units to the Canadian Army. Under the terms of the contract, we will deliver 250 insulated barrels capable of holding 800 gallons of potable water each over a four-year period. This partnership underscores our commitment to providing reliable and efficient water storage solutions for military operations, ensuring that the Canadian Army receives high-quality equipment to meet their needs effectively.	\$5,832,490.00	\$3,123,333.20	*
NAMC	Government	California - CA	Various prototype units and vehicles for Military use	\$1,000,000.00	\$1,003,035.20	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
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26	Sales force.	- West-Mark employs sixteen (15) sales personnel all of whom will be trained and available to support Sourcewell participating entities throughout the entire U.S. - Our sales staff includes: - Twelve (10) located at our facilities in CA. - Two (1) located at our FL office - One (3) located at our TX office - One (1) located at our facilities in AK	*
27	Dealer network or other distribution methods.	- West-Mark holds dealer licenses in CA, FL, TX, ID, HI, and AK. - West-Mark has OEM partnerships which expand our nationwide dealer and distribution networks via the following: West-Mark has three (3) company owned services facilities and hundreds of additional service facilities throughout the U.S. via our nationwide dealer network. Our company owned service facilities include: - Two (2) Located in CA - One (1) Located in AK We have negotiated and successfully formed strategic relationships that will add more West-Mark manufactured products to our product list, assist us with getting our brand name recognized across the United States, and will expand our market presence through association with the companies that we have partnered with which are as follows: - Freightliner Trucks of Portland, OR. West-Mark is an authorized reseller/dealer of Freightliner Trucks. Freightliner has 829 Dealers. - Cementech, Inc. of Indianola, IA. West-Mark is an authorized reseller/dealer of Cementech products. Cementech has 77 Dealers. - Hi-Vac Corporation of Marietta, OH. West-Mark is an authorized reseller/dealer of Hi-Vac products. Hi-Vac has 275 Dealers. - Spartan Truck Company of Sun Valley, CA. West-Mark is an authorized reseller/dealer of Spartan Truck Company. - ARM Truck Corp. of Canton, OH. West-Mark is an authorized reseller/dealer of ARM Truck Corp. - Interstate Truck Bodies of Phoenix, AZ. West-Mark is an authorized reseller/dealer of Interstate Truck Bodies. - FlowMark of Kansas City, MO. West-Mark is an authorized reseller/dealer of FlowMark. West-Mark also has additional trailer industry partners. We are an authorized reseller/dealer of the following manufacturers and we partner together with them to offer to expand truck sales to their customers: - Fontaine Trailers of Birmingham, AL. - Doonan Specialized Trailers of Great Bend, KS. - Kaufman Trailers of Lexington, NC & Bennettsville, SC. - Interstate Trailers of Mansfield, TX with over 275 dealers nationwide. - Dorsey Trailer of Elba, AL with approximately 40 dealers nationwide. - Trail-Eze of Mitchell, SD with a network of dealers in 17 states and Canadian Provinces.	*
28	Service force.	- West-Mark has three (3) services facilities. Our service facilities include - Two (2) Located in CA - One (1) Located in AK - West-Mark is also a reseller of Freightliner and Mack Trucks. Due to the strong nature of our relationship we have at our disposal their dealerships and service centers nationwide. If one of our products are to be brought to one of Freightliners or Mack dealerships/service centers, the customer can contact West-Mark first and we will arrange for the customer to bring the vehicle in with a pre-negotiated rate and scope of work to be performed. - West-Mark is a dealer/reseller of Cementech, Inc. & Hi-Vac Corporation who combined have over 150 dealers in the U.S. and Canada to service our products being offered. - Finally, West-Mark keeps an ongoing list of service centers in each location our products are sold that are authorized to do work on our equipment. These service centers are vetted and authorized by our company. In the near future a list of service centers will be listed on our web page.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	West-Mark will handle most Sourcewell contract sales directly with the the purchasing agency. When a lead or a request is received by West-Mark, our team of trained sales staff will work with the agency directly and provide them with a quote. West-Mark manufactures/up-fits truck bodies as well as uses several Truck Equipment Manufacturers (TEM's; body up-fitters) throughout the US. When our TEM partners have clients who are looking to purchase through a contract avenue like Sourcewell, they reach out to us and put us in contact with that agency and we work with the TEM and quote the agency directly ourselves. If our TEM partner has a dealer network of their own and one of those dealers has an agency wanting to purchase through our contract, we work with the TEM and allow their dealer to furnish a quote directly to the agency using our proposal template. They are required to present us with the proposal for review of contract compliance prior to the quote being sent to the customer. Once the order is placed, the TEM notifies West-Mark and a job is opened in our system to track the order. When the unit delivers to the customer, West-Mark is notified and we report and pay the contract fee.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	West-Mark provides a wide variety of services to its customers. Our customer service procedure applies to all service and warranty processes at West-Mark. These services cover all processes that begin after the title transfer or customer acceptance of the product and continue to the end of the life cycle of the product. Products are West-Mark manufactured and may also include other OEM manufactured products. Our response time capabilities vary due to the severity of the problem and some services may take longer than others. West-Mark's customer service program guarantees West-Mark to respond to every customer within 24 hours from the customers' initial contact. Within two (2) business days following West-Mark's first response to a customer's initial contact, West-Mark will contact the customer to communicate a proposed solution plan that resolves all of the customer's needs in the most timely and cost-efficient manner for the customer. West-Mark is committed as a company to provide timely, accurate and outstanding customer service.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	West-Mark is able and willing to provide our products and services to Sourcewell participating entities anywhere in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	West-Mark is able and willing to provide our products and services to Sourcewell participating entities anywhere in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	West-Mark is able and willing to fully serve all geographic areas of the United States and Canada through this proposed Contract, if awarded.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	West-Mark is able and willing to fully serve all Sourcewell participating entity sectors anywhere in the United States and Canada through this proposed Contract, if awarded.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	West-Mark does not have any specific contract requirements or restrictions that would apply to Sourcewell participating entities in Hawaii, Alaska, or in US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	During the Marketing Stage, business development actively engages existing customers and seeks out new sales leads through various channels. These channels include maintaining logs of customer visits and direct leads, utilizing advertising via printed and electronic media (with printed materials stored in the Marketing Center and subject to sales manager approval), participating in trade shows and events approved by the Trade Shows List, and regularly searching preapproved lead generating databases using standard search methods. Additionally, all outside sourced leads are entered into the Bid Search log for further evaluation. Sales managers and business development representatives regularly review the Bid Search List to determine which leads to move to the proposal stage, considering factors such as due dates, product requirements, company objectives, and available resources. In addition to the above, West-Mark has partnered with a company called Pavilion. Pavilion has created a web platform for buyers looking to leverage cooperative purchasing contracts and is actively marketing their platform to all eligible agencies throughout the US. Customers enter the website and search for products which direct them to contract holders who offer the types of products they are looking for. Pavilion tracks meta data such as search history by the agency and shares that information with us so we can see which agencies are accessing our contracts. Since we partnered with Pavilion 5 months ago, a total of 103 agencies have accessed our various contracts for review. A few have reached out to us and we have provided them with a quote. Pavilion is also active in reaching out to those who have accessed information to find out if there is anything they can do to assist them in directing them to contracts that can support their needs. See attached for additional Marketing samples.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	To enhance marketing effectiveness, we leverage various digital platforms and technologies, including Instagram, Facebook, LinkedIn, YouTube, and our website. Across these platforms, we employ strategic techniques such as search engine optimization (SEO) and name filtering to maximize visibility and attract leads through Google and other search engines. Our presence on social media platforms allows us to engage with our audience, share valuable content, and build brand awareness. We utilize metadata effectively to ensure our content is easily discoverable and relevant to our target audience. Moreover, our website serves as a central hub where potential customers can find comprehensive information about our products or services, enabling us to convert leads into customers efficiently. Overall, our strategic use of technology and digital data enables us to reach a broader audience, enhance engagement, and drive conversions effectively in the digital landscape.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	- West-Mark's view as to Sourcewell's role in promoting contracts arising out of this RFP are as follows: - A notice/announcement of award sent out to all Sourcewell members. - Training and familiarization of newly awarded contracts to Sourcewell members and the Sourcewell team. - Sourcewell Landing web page with awarded contract company data and other vital information that Sourcewell members can use to purchase our products. - West-Mark will integrate the awarded Sourcewell contract into our sales process through training documents, meetings, and videos. West-Mark will have a full-time director of City, County, States. - West Coast Director is Mr. Jeff Hurst - East Coast Director is Mr. Jeffrey Spranger
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	West-Mark's products are not available through an e-procurement ordering process. We are a "Base Model" company with customization. E-procurement is not currently available for our products.

Table 8: Value-Added Attributes

Line Item	Question	Response *																																																																																																				
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	West-Mark provides training courses focused on the products offered by our company including OSHA, Safety, Helper, Driver, Truck Operations, Maintenance, and Supervisor training. Covering front, rear, automated truck training. West-Mark certified employees conduct the training on West-Mark products and West-Mark suppliers/OEM products. Trainers will be certified by the suppliers/OEM's products being offered/sold and/or accompanied by supplier/OEM representative to conduct training. Training is done on a case-by-case basis as each training session usually varies per customer scope requesting the training. Training rates are calculated per diem rates for travel expenses, meals, & logging then \$150.00 per hour per trainer.																																																																																																				
41	Describe any technological advances that your proposed products or services offer.	West-Mark utilizes the electronic interfaces available from the chassis OEM to integrate the body buildup with the chassis to utilize the safety features directly available from the chassis manufacturer. i.e. Remote throttle control for running auxiliary pumps. Stationary heating of liquid bulk cargo tanks In-transit heating of liquid bulk cargo tanks. Load shedding of electrical circuits to protect engine alternator output. Engine overrun protection in the presence of saturated hydrocarbon environment. Overheat protection systems for Vacuum units in the presence of saturated hydrocarbon environment. Max rpm limits to protect pumping or vacuum systems. The use of factory chassis installed switches to operate various components on the truck body with safety parameters built in to the truck's computers.																																																																																																				
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	**See attachment Environmental Sustainability Policy																																																																																																				
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	**See attachment Environmental Sustainability Policy																																																																																																				
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	• West-Mark is SBE Self-Certified and listed in SAM (System for Award Management) under the following NAICS Codes: West-Mark – (c) Representations. <table><thead><tr><th>NAICS Code</th><th>Name</th><th>NAICS Exception</th><th>Size Standard</th><th>Small Business?</th></tr></thead><tbody><tr><td>332312</td><td>Fabricated Structural Metal Manufacturing</td><td></td><td>500</td><td>Y</td></tr><tr><td>332313</td><td>Plate Work Manufacturing</td><td>750</td><td>Y</td><td></td></tr><tr><td>332322</td><td>Sheet Metal Work Manufacturing</td><td></td><td>500</td><td>Y</td></tr><tr><td>332420</td><td>Metal Tank (Heavy Gauge) Manufacturing</td><td></td><td>750</td><td>Y</td></tr><tr><td>332999</td><td>All Other Miscellaneous Fabricated Metal Product Manufacturing</td><td></td><td>750</td><td>Y</td></tr><tr><td>333120</td><td>Construction Machinery Manufacturing</td><td></td><td>1250</td><td>Y</td></tr><tr><td>333131</td><td>Mining Machinery and Equipment Manufacturing</td><td></td><td>500</td><td>Y</td></tr><tr><td>333132</td><td>Oil and Gas Field Machinery and Equipment Manufacturing</td><td></td><td>1250</td><td>Y</td></tr><tr><td>333914</td><td>Measuring, Dispensing, and Other Pumping Equipment Manufacturing</td><td></td><td>750</td><td>Y</td></tr><tr><td>333924</td><td>Industrial Truck, Tractor, Trailer, and Stacker Machinery Manufacturing</td><td></td><td>750</td><td>Y</td></tr><tr><td>336120</td><td>Heavy Duty Truck Manufacturing</td><td></td><td>1500</td><td>Y</td></tr><tr><td>336211</td><td>Motor Vehicle Body Manufacturing</td><td></td><td>1000</td><td>Y</td></tr><tr><td>336212</td><td>Truck Trailer Manufacturing</td><td></td><td>1000</td><td>Y</td></tr><tr><td>336992</td><td>Military Armored Vehicle, Tank, and Tank Component Manufacturing</td><td></td><td>1500</td><td>Y</td></tr><tr><td>336999</td><td>All Other Transportation Equipment Manufacturing</td><td></td><td>1000</td><td>Y</td></tr><tr><td>423120</td><td>Motor Vehicle Supplies and New Parts Merchant Wholesalers</td><td></td><td>500</td><td>Y</td></tr><tr><td>423860</td><td>Transportation Equipment and Supplies (except Motor Vehicle) Merchant Wholesalers</td><td></td><td></td><td>500 Y</td></tr><tr><td>811111</td><td>General Automotive Repair</td><td>\$7,500,000.00</td><td>N</td><td></td></tr><tr><td>811121</td><td>Automotive Body, Paint, and Interior Repair and Maintenance</td><td></td><td>\$7,500,000.00</td><td>N</td></tr></tbody></table> (1)** The offeror represents as part of its offer that it is, is not a small business concern.	NAICS Code	Name	NAICS Exception	Size Standard	Small Business?	332312	Fabricated Structural Metal Manufacturing		500	Y	332313	Plate Work Manufacturing	750	Y		332322	Sheet Metal Work Manufacturing		500	Y	332420	Metal Tank (Heavy Gauge) Manufacturing		750	Y	332999	All Other Miscellaneous Fabricated Metal Product Manufacturing		750	Y	333120	Construction Machinery Manufacturing		1250	Y	333131	Mining Machinery and Equipment Manufacturing		500	Y	333132	Oil and Gas Field Machinery and Equipment Manufacturing		1250	Y	333914	Measuring, Dispensing, and Other Pumping Equipment Manufacturing		750	Y	333924	Industrial Truck, Tractor, Trailer, and Stacker Machinery Manufacturing		750	Y	336120	Heavy Duty Truck Manufacturing		1500	Y	336211	Motor Vehicle Body Manufacturing		1000	Y	336212	Truck Trailer Manufacturing		1000	Y	336992	Military Armored Vehicle, Tank, and Tank Component Manufacturing		1500	Y	336999	All Other Transportation Equipment Manufacturing		1000	Y	423120	Motor Vehicle Supplies and New Parts Merchant Wholesalers		500	Y	423860	Transportation Equipment and Supplies (except Motor Vehicle) Merchant Wholesalers			500 Y	811111	General Automotive Repair	\$7,500,000.00	N		811121	Automotive Body, Paint, and Interior Repair and Maintenance		\$7,500,000.00	N
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45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Our chassis buildups are designed to operate in some of the harshest climates around the world and in Alaska on the worst roads as well as under extreme weather conditions (-50 degrees to 120 degrees). West-Mark's experience along with shared information from our customers usage and our Fairbanks Service Center has helped our West-Mark Continuous Improvement Program (WMCIP). West-Mark has delivered numerous equipment to the Middle East in extreme combat scenarios and again very harsh conditions. These trucks have been used to support our efforts during war and are performing excellent in the extreme desert conditions. - State of the art equipment, training, engineering, and programs that gives West-Mark the ability to have: - Precise machining and tooling. - Some of the best welding and welds in the industry since we are an ASME shop - Engineering's ability to design products prior to awards bolsters confidence with customers that they are getting exactly what they need. - Computer aided software for FEA & 3D modeling allow analysis on designs to ensure requirements are met. - Relationships with NATC (Nevada Automotive Test Center) for testing in real time situations and with GS Engineering, Inc. who have several Physical Engineers on staff to validate and simulate of our models provided for terrain to see how the truck will react.																																																																																																				

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	No, warranties only cover parts manufactured by the Truck Equipment Manufacturer and any involved labor. Truck chassis warranties covers parts and labor. Please see the attachments uploaded to the Warranty Information section for full warranty details.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, Warranties do not impose usage restrictions or other limitations that adversely affect coverage when the product is used as intended. West-Mark warrants the Equipment to be free from defects in material and workmanship under normal use, when proper service and maintenance as described in its Service Bulletins and Operation Manuals are performed, for twelve (12) months from the date of delivery FOB destination/origin to first purchaser or disclosed assignee end user.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, warranties do not cover the technicians' travel time or mileage to perform warranty repairs. This is addressed in West-Mark's Statement of Warranty on page 1, paragraph 5, item number 6. Paragraph 5 reads: "West-Mark shall correct by repair or replacement any defect in material or workmanship in any part of a product manufactured by it subject to the following conditions: (a) Written notice of any such claimed defect must be given to West-Mark during the warranty period; (b) West-Mark shall have the right to inspect the claimed defective Equipment at such time and place as it reasonably requests (c) West-Mark shall not be obligated to furnish "loaners" or any compensation for rented, loaned or borrowed equipment while repair is being made under this warranty; (d) All repairs under this warranty shall be made at a West-Mark Service Center, or at such other place designated by West-Mark, and Buyer must bear the risk and expense of transporting the Equipment to West-Mark's plant or such other designated place."	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, West-Mark can provide a certified technician to perform warranty repairs in any geographic regions of the United States, and in Canada when applicable. We will work with the customer to locate a nearby reputable repair facility who can perform the necessary warranty repairs and work with that facility to compensate them directly for the pre-authorized work performed one the repairs are made.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	West-Mark will pass on to the original equipment manufacturer those warranty issues for items made by other manufacturers that are part of West-Mark's proposal. This is addressed in West-Mark's Statement of Warranty on page 1, paragraph 3, sentence 2. Sentence 2 of Paragraph 3 on Page 1 reads:	*
51	What are your proposed exchange and return programs and policies?	West-Mark's proposed exchange and return programs and policies are discussed in detail on page 1, paragraph 2, sentence 2. Paragraph 2 reads: "This warranty is expressly limited to the repair or replacement of any component or part thereof, of any such unit manufactured by West-Mark, which is proven to West-Mark's satisfaction to have been defective in material or workmanship. Such components or parts thereof shall be repaired or replaced without cost to the first purchaser for parts and labor provided such unit is returned for such repair or replacement to a West-Mark Service Center, or another such place as may be designated by West-Mark, within the warranty period from the date on which the unit was delivered to such first purchaser."	*
52	Describe any service contract options for the items included in your proposal.	West-Mark may offer service contract options, upon receipt of customer request, for specific products or pieces of equipment that require special servicing that must only be performed by such certified technicians. Customers are permitted to request service contracts for these specific products or pieces of equipment at the time of purchase.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	West-Mark's payment terms are net 30 days.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Yes, West-Mark provides leasing and financing options, including those options that schools and governmental entities may need to use in certain acquisitions. West-Mark provides leasing and financing options through select third-party agencies that have established solid relationships with our customers. Third-party agencies in West-Mark's network must make customer satisfaction their first priority. Criteria to become a West-Mark selected financial agency include a foundation built on trust and stewardship, centralized focus on customers as individuals, the core value of relationship building, establishing a solid, comprehensive understanding of each customer's current needs, special circumstances, and future financial goals, creating custom product solutions that satisfy the customer's current needs in each special circumstance while facilitating growth and implementing financial strategies in alignment with the customer's future goals. Additional leasing and financing options are also available to West-Mark customers through our dealer network. Utilizing third-party financial agencies that have built strong relationships with dealers in our network.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	• West-Mark's Proposed Order Process: 1. West-Mark recognizes the direct impact that effective management of sales inquiries has on the number of resulting purchase orders. All sales inquiries made to West-Mark are welcomed by a friendly, customer focused, highly trained representative, with extensive product knowledge and outstanding customer service skills. 2. All Sourcewell specific sales inquiries made to West-Mark will immediately be handled by West-Mark's Sourcewell Representative. 3. Sourcewell specific sales inquiries made to dealers within West-Mark's dealer network will quickly be routed through territory managers, directly to West-Mark's Sourcewell Representative. 4. West-Mark's designated Sourcewell Representative will listen to the customer's questions and comments with the intent of fully understanding the customers needs. The Representative will also quickly identify whether the customer is a Sourcewell or Sourcewell-eligible Member. The Representative will provide the customer with accurate, complete information in response to the customers questions and comments and assist the customer in defining specific product options and various configurations that will comprehensively satisfy the customer's needs. 5. For customers that are identified as Sourcewell Members, the Representative will then provide the customer with an appropriate quote, factoring in the customers product specifications and options, that is based on the most current Sourcewell contract price list. 6. Inquiring customers that are identified non-Sourcewell Members will be made aware of the benefits in becoming a Sourcewell Member and in using the Sourcewell Contract. The Representative will outline how the customer can become a Sourcewell Member, explain how use of the Sourcewell contract might be of benefit to them, and educate the customer of proper procedures to follow when placing a Sourcewell order. 7. Upon receipt of a signed contract or valid purchase order, the Representative will review and compare the contract or purchase order with the original quote. If there are discrepancies between the contract or purchase order received and the original quote, the Representative will contact the customer. 8. The contract or purchase order becomes subject to West-Mark's quality control protocols upon confirmation that all terms and conditions in the contract or purchase order and in the original quote match. The contract or purchase order will be processed in compliance with West-Mark's procedure for processing orders, following the precise sequence of steps as enumerated in our procedure. (See attachment FormP_Att1_Order-Processing_Procedures_PC-02-00 for more detailed information that what is listed below) 9. West-Mark's Sales Manager creates a Sales Order Request and encodes it with the appropriate unique identifier assigned to the type classification of the respective contract. West-Mark organizes all contracts by type classification and differentiates between type classifications using the unique identifier that West-Mark has assigned to each type classification. West-Mark contract type classifications includes: Commercial Contracts; State and Local Government Contracts; Sourcewell Contracts; etc. 10. The Sales Administrator creates a file for the individual contract and makes a Laserfiche folder in the contract file where all documents pertaining to the individual contract will be stored. 11. The Sales Administrator uses West-Mark's Contract Document Checklist to verify whether all necessary contract documents are on file. 12. The contract file is monitored by the Sales Administrator until all necessary contract documents are on file and verified through completion of the Contract Document Checklist. 13. The Sales Administrator then opens a new Job in Jobscope and populates the data including budgets, due dates, and customer information. 14. Sales Administrator sends a "Thank You" Letter Acknowledgment (Form FC-02-26) to customers. 15. Sales Administrator releases necessary information to each appropriate West-Mark department. Receipt of this necessary information triggers each department to begin work on the order or on contract requirements. 16. Once logged in JobScope (MRP system), unique identifiers are used to collect data by classification type. Sourcewell Purchase Orders facilitated by West-Mark and sales facilitated by our dealer network will be compiled quarterly so that quarterly reports will be generated for submittal to Sourcewell, used to track/pay the administration fee, and reviewed for dealer commission calculations. 17. Sales Administrator is responsible for the preparation of quarterly activity reports for each of the contract type classifications. This task must be completed no later than ten (10) days from the first day of each quarter or as otherwise required by contract number. 18. Every quarterly report must include all contract shipment invoice amounts accrued in the previous quarter. In the event of unpaid fees or charges coming due, reports are to be submitted to Director of Government Sales for approval and then processed by Accounts Payable for payment. 19. Quarterly reports and all supporting documentation will be retained for a minimum of three (3) years. See attached FormP_Att1_Order-Processing_Procedures_PC-02-00 for more information
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, West-Mark accepts the P-card procurement and payment process. Additionally, the majority of dealers in West-Mark's dealer network also accept the P-card procurement and payment process. There is an additional cost of 3% to entities for using this process.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	- West-Mark is offering its most competitive price to Sourcwell on all of our products. Per the attached Pricing List see attached (West-Mark_Model_Data-and-Pricing) effective 10/04/23. - Sourcwell customers will receive a line item discount of 24% from the List Price for all models and options. - An additional 1% volume discount will be given for quantity orders in excess of nine (9) units on a single order. - Pricing includes all trucks, trailers and options being offered to Sourcwell of this RFP. Pricing is exclusive of FET (Federal Excise Tax) and freight charges which are applied at individual order level when applicable.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	- See attached (West-Mark_Model_Data_and_Pricing) - West-Mark's pricing is based of off line item discounts from List Price. West-Mark is offering 24% off of list price for the items on this RFP.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	- An additional 1% quantity discount will be given for orders in excess of nine (9) units on a single order. The additional 1% is applied after deducting Sourcwell's 24% standard discount. - See Attached Pricing Sheet (West-Mark_Model_Data_and_Pricing)	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	- West-Mark may offer sourced products (and/or related services) in addition to our regularly manufactured product line. The price of sourced products will be determined at West-Mark's discretion and will always be offered at the most competitive price possible. In order to be competitive, West-Mark will offer such sourced products and list them separately on each proposal as "open market item". We use the same mark-up for Sourced products as we do any other contract item to generate a "List Price". Sourcwell customers will receive the same 24% discount (or better) for these items. - See attached (West-Mark_Sourcwell_Proposal_Example)	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	- When requested, West-Mark will provide options for training programs on any product or piece of equipment that we offer through Sourcwell. If specific training is requested, West-Mark will include a separate line item in our proposal where we will list pricing details for the specific product or equipment training being offered. See attached (West-Mark_Sourcwell_Proposal_Example) - Additional information about the specific training being offered will be detailed in the appropriate section of our proposal. This information will include the duration of the specific training being offered, a proposed training schedule, and an outline of the content areas we will cover in the training program. - West-Mark offers various levels of maintenance/instruction/parts manuals with each of our products. - Operator training guides are also available as an option for each product model and for every piece of equipment offered by West-Mark.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, or shipping cost is an additional cost to the Sourcwell participating entity. This additional cost will be included in the total price quoted at the time of offer. West-Mark ships its products world-wide; shipping costs will vary by location. Sourcwell members shall benefit by West-Mark pricing delivery in this manner in lieu of a firm fixed price for shipments nationwide. We have a list of companies that we use for shipping. When a unit is ready to ship, we first put out a shipping broadcast to all our transportation companies in a competitive bid scenario to get the best shipping price. Next, we evaluate our history with the transportation company, based on positive customer feedback after previous delivery experiences. Then, we consider the delivery date and time proposed by each vendor, selecting only those that will perform delivery in accordance with the customer's expectation of arrival. Finally, West-Mark selects the transportation company that proposes the lowest price and has a proven positive past performance with West-Mark customers, that will meet the current customer's desired date and time to receive delivery. A West-Mark shipping coordinator will be in contact with the customer at time of pick up, during transit, and at time of delivery. The shipping coordinator will work with the customer and will provide solutions whenever applicable. Examples of circumstances that could require additional assistance from West-Mark's shipping coordinator include the instance that the equipment being delivered needs to be unstacked, when there are special delivery requirements, and in circumstances where a special service is needed to set up or off load the equipment (i.e. a third-party crane service is necessary for off-loading.) Any additional assistance that our shipping coordinator provides to the customer is at the courtesy of West-Mark; customers will not be billed nor will additional costs incurred be made at the expense of the customer.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The same competitive method of calculating travel and delivery charges as listed in number 62 above also apply for Alaska, Hawaii, Canada, or OConus. West-Mark offers door-to-door delivery programs for shipping to those areas outside of the continental U.S. or any other location offshore. Each specific Sourcwell quotation shall include travel expense, delivery or shipping costs at the time of quotation, if applicable.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	- West-Mark has a list of companies that we use for shipping. When a unit is ready to ship, we put out a shipping broadcast to all our transportation companies in a competitive bid scenario to get the best shipping price. We also consider our history with the company based on positive delivery feedback when choosing a vendor. Lastly, we consider the time of arrival and delivery as well when choosing a vendor, so it is not always the lowest price. - In order to be most cost effective for the customer, West-Mark may deploy many different types of delivery methods. These include the use flatbed trailers, stepdecks, cargo containers, ships (roll on/roll off/breakbulk), etc. We also have the ability to stack products to save Sourcwell on shipping costs when possible.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Vendor ensures that Sourcewell participating entities obtain the proper pricing: • Data for each proposal West-Mark does is entered into an Excel Workbook template that is continually updated and maintained. This Workbook contains current model/part # pricing and contracts discount structure. When the sales person enters data in the required fields, the proper discount is given based on the contract selected and the respective proposal document is automatically populated with all criteria to satisfy the contract requirements. Each contract has it's own unique proposal template to ensure contract compliance. Each offer is reviewed by our Director of Government Sales or Assistant Government Sales Manager to verify that all compliance requirements within the current respective contract have been met prior to the offer being submitted to the customer. West-Mark performs this same verification process for all government contracts it holds. Vendor reports all sales and remits proper admin fee to Sourcewell: • Each Sourcewell order processed by West-Mark gets logged against it's Sourcewell contract number within our MRP system. At the end of each quarter, our Contracts Compliance Officer has automatic notifications set to run a report. This report is ran, looking for any deliveries made within the reporting period where the contract number against those deliveries exists. The report automatically calculates the Sourcewell administrative fee due. This report is reviewed for accuracy by the Director of Government Sales prior to being submitted to Sourcewell. The fee is sent to Sourcewell at the same time the report is sent.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Sourcewell internal tracking metrics will be handled through our JobScope software which is the same software used to track all customer orders as well as other contract orders. In JobScope we assign job orders with a designator to customers & contracts as a tracking mechanism. This allows reports to be pulled by customer, contract #, type of product, etc. We also use the contract # to generate a report for quarterly reporting of contract fees. We will also be launching a CRM (Hub Spot) in April that that will track all leads, quotes, and orders. We will be able to extract the same data from this CRM, but with the ability to also track success rates of quotes to orders.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	West-Mark proposes to pay Sourcewell an administrative fee for facilitating, managing, and promoting the Sourcewell Contract in the event that we are awarded a Contract. West-Mark's proposed administrative fee is the amount equal to 1.75% of West-Mark's quarterly sales acquired through this Contract as it relates to the base models on the contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 **only**. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**.

Line Item	Category Selection *
69	Category 1: All engines, fuel, and propulsion type chassis and cabs

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Class 4-8 Chassis Please see the downloads page of this bid for attachment titled "Att5_West-Mark_Model_Data_and_Pricing" for details. West-Mark is offering our full line of chassis models Class 4 - 8, chassis bodies for mounting on Class 4 - 8 chassis, and turn key solutions for Class 4 - 8 chassis, with related equipment & accessories for products consisting of: • Fuel & Energy Vehicles to include Equipment Refueling Trucks, Aircraft Refueling Trucks, and Fuel Delivery Transport Trucks. • Construction Vehicles to include Dust Control Water Trucks, Dump Trucks, Service Body Trucks, Lube Trucks, and Hydro Excavator Trucks. • Industry Vehicles to include Sewer Cleaner Vacuum Trucks, Sewer Jetter Trucks, Stake Body Trucks, Flatbed Trucks, Cargo Box Trucks, Cable Hoist Trucks, Hook Lift Trucks, and Chlorine Trucks. • Food & Agriculture Vehicles to include Bulk Liquid Transport Trucks (i.e. Potable Water Trucks, etc.) and Live Fish Haul Trucks. • Liquid Waste trucks to include Vacuum Trucks of various types including DOT 412 certified. • Arctic Equipment (severe service) to include all areas included above but built for the most challenging climates (down to -40 degrees F). These units include special heating, insulating, and other design features to operate.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	- TRUCK BODIES related to and mounted on class 4 - 8 Chassis. Examples of bodies offered are: Dump, Vacuum, Sewer System, Potable Water, Fuel, Dust Control, Sewer Jetting Systems, Hydro Excavating systems, Hoist systems, etc. - TURN-KEY SOLUTIONS trucks class 4 - 8 with bodies mounted ready to go as a turn key unit. Dump, Vacuum, Potable Water, Fuel, Dust Control, Hoist systems, etc. - OPTIONS & ACCESSORIES to create custom up-fitted chassis and bodies for class 4 - 8 chassis. We have a vast array of options that are built into our quoting system to allow us to create almost any custom up-fitted truck solution to meet our customers specific needs.
72	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety.	• West-Mark stands out among the competition due to its strength in manufacturing ASME vessels. • West-Mark is also the light-weight leader in the manufacturing of mobile vessels for transport of liquid bulk. • Safety is West-Mark's utmost priority. We excel in safety utilizing our Safety Center covering 29 individual sections that not only keep our employees safe but also result in the design and manufacture of safe vehicles. • Our products are durable and reliable, and their longevity speaks for itself. West-Mark has been in business for over 50 years and a major portion of our business is due to repeat customers. • West-Mark only partners with other body up-fitters who produce quality products and have a well established industry presence and reputation. • West-Mark and our body up-fitters use chassis factory switches and programming wherever possible to ensure safe operation of the vehicle. The vehicles are programmed so that certain features only operate at certain speeds, when vehicle is in park, etc. Vehicles are also programmed to shed electrical loads in a specific order if electrical load draw begins to exceed a specified threshold. • West-Mark communicates with the Chassis OEM but also keeps our own logs on the vehicles we produce. We feel that if it has a West-Mark body build-up on it that it is our responsibility to ensure support throughout the life of the vehicle. • West-Mark maintains a non conforming log for purchase parts to identify materials issues with suppliers. • West-Mark maintains a customer feedback list to address items that arise from customers. • West-Mark uses an Employee suggestion Program • West-Mark maintains a Service Bulletin Log
73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	- West-Mark Service Centers have available to their customers and larger fleets a complete maintenance tracking system and reminders for trucks requiring HM-180 and DOT Annual Inspections. This commitment to our customers differentiates West-Mark from other vendors. - West-Mark keeps service history logs on our customers and have them readily accessible to retrieve and print. Each unit is viewable as a write up as to the work performed. - West-Mark does offer remote diagnostics on certain vehicles and body upfits.

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Chassis Type (ICE and/or BEV)	Comments
74	Class 4 chassis	☒ Yes ☐ No	Internal Combustion Engine fuel types (ICE)	No Comments
75	Class 5 chassis	☒ Yes ☐ No	Internal Combustion Engine fuel types (ICE)	No Comments
76	Class 6 chassis	☒ Yes ☐ No	Internal Combustion Engine fuel types (ICE)	No Comments
77	Class 7 chassis	☒ Yes ☐ No	Internal Combustion Engine fuel types (ICE)	No Comments
78	Class 8 chassis	☒ Yes ☐ No	Internal Combustion Engine fuel types (ICE)	No Comments
79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	☒ Yes ☐ No	Internal Combustion Engine fuel types (ICE)	No Comments

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
80	Battery Electric Vehicle (BEV) Class 4 Chassis	☐ Yes ☒ No	No Comments	*
81	Battery Electric Vehicle (BEV) Class 5 Chassis	☐ Yes ☒ No	No Comments	*
82	Battery Electric Vehicle (BEV) Class 6 Chassis	☐ Yes ☒ No	No Comments	*
83	Battery Electric Vehicle (BEV) Class 7 Chassis	☐ Yes ☒ No	No Comments	*
84	Battery Electric Vehicle (BEV) Class 8 Chassis	☐ Yes ☒ No	No Comments	*
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	☐ Yes ☒ No	No Comments	

Table 17: Exceptions to Terms, Conditions, or Specifications Form

Line Item 86. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
- [Pricing](#) - FormP_Att5_West-Mark_Model_Data_and_Pricing (1).pdf - Wednesday March 27, 2024 17:12:36
 - [Financial Strength and Stability](#) - 2. Financial Strength and Stability.zip - Wednesday March 27, 2024 17:13:16
 - [Marketing Plan/Samples](#) - 3. Marketing Plan_Sample.zip - Wednesday March 27, 2024 17:14:35
 - [WMBE/MBE/SBE or Related Certificates](#) - FormA_Att3_Licenses_&_Certificates.pdf - Wednesday March 27, 2024 17:15:01
 - [Warranty Information](#) - 5. Warranty Information.zip - Wednesday March 27, 2024 17:15:34
 - [Standard Transaction Document Samples](#) - FormP_Att6_West-Mark_Sourcewell_Proposal_Example.pdf - Wednesday March 27, 2024 17:15:54
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - 8. Upload Additional Documents.zip - Thursday March 28, 2024 11:11:50

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

- 1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
- 2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
- 3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
- 4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
- 5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
- 6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
- 7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
- 8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
- 11. Proposer its employees, agents, and subcontractors are not:
 - 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Steve Buckner, Director of Government Sales, Certified Stainless, Inc. DBA West-Mark

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.
Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Class 4-8 Chassis and Cabs _RFP_032824 Thu March 21 2024 08:45 AM		1
Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 20 2024 12:36 PM		3
Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824 Mon March 18 2024 12:01 PM		1
Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 6 2024 09:38 AM		1
Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 21 2024 04:08 PM		2
Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 14 2024 04:12 PM		1
Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824 Thu February 8 2024 04:24 PM		1



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0540

Meeting Date: 8/21/2024

Department

Real Estate and Asset Management

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

Request approval to increase the spending authority - Department of Real Estate and Asset Management, 23ITB138741K-JAJ, Task Order Contract for Minor Construction in the total amount of \$600,000.00 with (B) Hawk Construction Company, LLC (Ellenwood, GA) in the amount of \$300,000.00 and (C) Complete Contracting Partners, LLC (Powder Springs, GA) in the amount of \$300,000.00, to cover the cost to provide continued standby repair, alteration, modernization, maintenance, rehabilitation, construction services for County facilities and to complete the on-going replacement/emergency repair projects at the Fulton County Jail Complex. 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: This request to increase spending authority is required in order to complete the on-going replacement/emergency repair projects (jail blitz) at the Fulton County Jail Complex for the remainder of 2024.

Pending Minor Construction Projects:

	Contractor	Project Description	Cost
1	Hawk Construction	Jail cell door repairs as part of emergency repairs associated with jail blitz.	\$277,000.00
2	Complete Contracting	Housing unit wall and floor painting associated with emergency repairs at the Fulton County Jail Complex (jail blitz)	\$354,000.00

Scope of Work: The standby “Task Order Contract for Minor Construction Projects” allows the County to complete small construction projects in a timely manner. The scope of work includes a collection of detailed repair and construction tasks and specifications that have established unit prices. It is placed with a General Contractor for the accomplishment of repair, alteration, modernization, maintenance, rehabilitation, construction, etc. of buildings, structures, or other real property. Ordering is accomplished by means of issuance of a Work Order against the contract. The general contractors are to furnish all management, design, labor, materials, tools, equipment, architectural and engineering support, and appurtenances necessarily needed to perform the work authorized by work orders issued will be included in this contract.

Community Impact: The impact on the community is to provide repairs to facilities that have deteriorated due to deferred maintenance.

Department Recommendation: DREAM recommends approval.

Project Implications: The intent of these standby task order contracts for minor construction projects service is to provide for upcoming construction related projects as a part of the County’s pending bond funding for related projects for the County on an “as needed” basis. These contracts allow the Department to complete small construction projects on a timely basis.

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

Department Issues/Concerns: If the request is not approved, the County does not have the capacity, or the expertise, to perform these services in-house. Approval will enable us to complete small construction projects that are underway on a timely basis.

Contract Modification

(B) Hawk Construction Company, LLC

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0014	1-10-24	\$1,200,000.00
Increase spending Authority #1	TMP-5170		\$300,000.00
Total Revised Amount			\$1,500,000.00

(C) Complete Contracting Partners, LLC

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0014	1-10-24	\$1,200,000.00
Increase spending Authority #1	TMP-5170		\$300,000.00
Total Revised Amount			\$1,500,000.00

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

Contract Value: \$600,000.00

(B)

Prime Vendor: Hawk Construction Company, LLC
Prime Status: African American Male Business Enterprise
Location: Ellenwood, GA
County: DeKalb County
Prime Value: \$120,000.00 or 40.00%

Subcontractor: Falah Farms, LLC
Subcontractor Status: African American Male Business Enterprise
Location: South Fulton, GA
County: Fulton County
Subcontractor Value: \$120,000.00 or 40.00%

Subcontractor: Felix Ixmayer-Chun
Subcontractor Status: Hispanic Male Business Enterprise
Location: Marietta, GA
County: Cobb County
Subcontractor Value: \$60,000.00 or 20.00%

Total Contract Value: \$300,000.00 or 100.00%
Total Certified Value: \$300,000.00 or 100.00%

(C)

Prime Vendor: Complete Contracting Partners, LLC
Prime Status: African American Male Business Enterprise
Location: Powder Springs, GA
County: Cobb County
Prime Value: \$240,000.00 or 80.00%

Subcontractor: Bakop Construction
Subcontractor Status: African American Male Business Enterprise
Location: Douglasville, GA
County: Douglas County
Subcontractor Value: \$60,000.00 or 20.00%

Total Contract Value: \$300,000.00 or 100.00%
Total Certified Value: \$300,000.00 or 100.00%

Grand Contract Value: \$600,000.00 or 100.00%
Grand Certified Value: \$600,000.00 or 100.00%

Exhibits Attached

Exhibit 1: Amendment No. 1 to Form of Contracts
Exhibit 2: Performance Evaluation

Contact Information

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$2,400,000.00
Previous Adjustments: \$0.00
This Request: \$600,000.00
TOTAL: \$3,000,000.00

Grant Information Summary

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

Agenda Item No.: 24-0540

Meeting Date: 8/21/2024

Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

500-520-5200-J005: Capital, Real Estate and Asset Management

Key Contract Terms	
Start Date: Upon BOC Approval	End Date: Three renewal optio
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating:

- (B) Hawk Construction Company, LLC - 88
- (C) Complete Contracting Partners, LLC - 88

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/1/2024

Report Period End:
3/31/2024

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **Complete Contracting Partners, LLC.**

Contract No.: **23ITB138741K-JAJ(C), TASK ORDER CONTRACT FOR
MINOR CONSTRUCTION**

Address: **3721 New Macland Road, Suite 200-316**
City, State **Powder Springs, GA 30127**

Telephone: **404-409-6145**

Email: **quincy@crmservicesllc.com**

Contact: **Anquison Collins,
President**

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with **Complete Contracting Partners, LLC**, to provide standby repair, alteration, modernization, maintenance, and rehabilitation construction services, dated 1st day of January 2024, on behalf of the Department of Real Estate & Asset Management; and

WHEREAS, the purpose of this amendment is for the approving of increasing spending authority to cover the cost to provide continued standby repair, alteration, modernization, maintenance, rehabilitation, construction services for County facilities and to complete the on-going replacement/emergency repair projects at the Fulton County Jail Complex.

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 _____ and _____.

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

This Amendment No. 1 to Form of Contract is effective as of the 7th day of August, 2024, between the County and **Complete Contracting Partners, LLC**, 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 cover the cost to provide continued standby repair, alteration, modernization, maintenance, rehabilitation, construction services for County facilities and to complete the on-going replacement/emergency repair projects at the Fulton County Jail Complex.
2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$300,000.00 (Three Hundred Thousand Dollars and No 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

Robert L. Pitts, Chairman
Fulton County Board of
Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Joseph N. Davis, Director
**Department Of Real Estate & Asset
Management**

CONTRACTOR:

**COMPLETE CONTRACTING
PARTNERS, LLC**

Anquison Collins,
President

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **Hawk Construction Company, LLC**

Contract No.: **23ITB138741K-JAJ(B), TASK ORDER CONTRACT FOR
MINOR CONSTRUCTION**

Address: **158 Fairview Road Suite E**
City, State **Ellenwood, GA 30294**

Telephone: **678-565-5120**

Email: **office@mhawkconstruction.com**

Contact: **Miles Traylor,
President**

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with **Hawk Construction Company, LLC**, to provide standby repair, alteration, modernization, maintenance, and rehabilitation construction services, dated 1st day of January 2024, on behalf of the Department Of Real Estate & Asset Management; and

WHEREAS, the purpose of this amendment is for the approving of increasing spending authority to cover the cost to provide continued standby repair, alteration, modernization, maintenance, rehabilitation, construction services for County facilities and to complete the on-going replacement/emergency repair projects at the Fulton County Jail Complex.

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 _____ and _____.

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

This Amendment No. 1 to Form of Contract is effective as of the 7th day of August, 2024, between the County and **Hawk Construction Company, LLC**, 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 cover the cost to provide continued standby repair, alteration, modernization, maintenance, rehabilitation, construction services for County facilities and to complete the on-going replacement/emergency repair projects at the Fulton County Jail Complex.
2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$300,000.00 (Three Hundred Thousand Dollars and No 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

Robert L. Pitts, Chairman
Fulton County Board of
Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Joseph N. Davis, Director
**Department Of Real Estate & Asset
Management**

CONTRACTOR:

**HAWK CONSTRUCTION
COMPANY, LLC**

Miles Traylor,
President

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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Performance Evaluation Details

ID	E1
Project	Task Order Contract for Minor Construction
Project Number	23ITB138741K-JAJ (B)
Supplier	Hawk Construction Company LLC
Supplier Project Contact	Miles Traylor (preferred language: English)
Performance Program	Construction Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	07/25/2024
Evaluation Type	Formal
Interview Date	07/25/2024
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/25/2024 03:16 PM EDT
Completion Date	07/25/2024 03:16 PM EDT
Evaluation Score	88

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - CONSTRUCTION SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

SCHEDULE

17/20

Rating

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

Comments

Hawk Construction delivered resolutions when outside factors affected expectations by coordinating with key DREAM personnel and facility staff.

BUDGET MANAGEMENT

17/20

Rating

Excellent: Design within budget and exceeds in some areas. Changes in project scope are identified and are submitted with rational and fair costing.

Comments

Hawk Construction complied with the work plan and maintained budget. Invoices have been received with a little delay and when an inquiry was made into any discrepancies, the communications from their office managers were clear and transparent.

OVERALL CONSTRUCTION PROJECT MANAGEMENT

17/20

Rating

Excellent: Commendable Project Management that exceeds in some areas.

Comments

Their technicians are very knowledgeable and professional, and their communication with key DREAM personnel has been concise and precise as it pertains to services rendered. Hawk continues to go above and beyond in delivering their services to Fulton County.

COST CONTROL

17/20

Rating

Excellent: Claims process managed well and at times are expedited. At times actively sent documents to the User Department concerning potential cost overruns.

Comments

They worked to avoid additional costs that originated from unexpected changes in workmanship, scope, or access points.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

They independently manage their contract with little to no supervision required by County staff and continue to respond to any requests in a prompt and professional manner.

GENERAL COMMENTS

Comments

Not Specified

Performance Evaluation Details

ID	E1
Project	Task Order Contract for Minor Construction
Project Number	23ITB138741K-JAJ (C)
Supplier	Complete Contracting Partners LLC
Supplier Project Contact	Quincy Collins (preferred language: English)
Performance Program	Construction Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	07/24/2024
Evaluation Type	Formal
Interview Date	07/15/2024
Expectations Meeting Date	07/15/2024
Status	Completed
Publication Date	07/24/2024 08:27 PM EDT
Completion Date	07/24/2024 08:27 PM EDT
Evaluation Score	88

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - CONSTRUCTION SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

SCHEDULE

17/20

Rating

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

Comments

Not Specified

BUDGET MANAGEMENT

20/20

Rating

Outstanding: Reasonable pricing on Scope Changes and processed in an expedited manner. Outstanding cost control. Changes in project scope outside of the consultant's control are identified quickly, with consideration given to the financial and budget implications. Scope changes submitted quickly with thorough rational and fair costing.

Comments

Not Specified

OVERALL CONSTRUCTION PROJECT MANAGEMENT

17/20

Rating

Excellent: Commendable Project Management that exceeds in some areas.

Comments

Not Specified

COST CONTROL

17/20

Rating

Excellent: Claims process managed well and at times are expedited. At times actively sent documents to the User Department concerning potential cost overruns.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

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

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0541

Meeting Date: 8/21/2024

Department

Real Estate and Asset Management

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

Request approval to rescind an award - Department of Real Estate and Asset Management, Statewide Contract #99999-001-SPD0000177-0009, Tractor, Mowers, and Earthmoving Equipment, in an amount not to exceed \$343,469.00 with (B) Environmental Products Group, Inc., for the purchase of one (1) Vactor Sewer Cleaner for the Public Works Department. Effective upon BOC approval.

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

In accordance with Purchasing Code Section 102-421, when a contract requires termination or rescission of the award, it shall be forwarded to the Board of Commissioners for approval.

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background On January 24, 2024, the BOC approved to utilize a Statewide Contract #99999-001-SPD0000177-0009, Tractor, Mowers, and Earthmoving Equipment, as BOC Item #24-0059 with (B) Environmental Products Group, Inc. in an amount not to exceed \$343,469.00, to purchase and deliver one (1) Vactor Sewer Cleaner for the Public Works Department.

Now, DREAM is requesting approval to rescind award on behalf of the Department of Public Works ("Public Works") because the Vactor Sewer Cleaner approved in the initial award will not be available for another year. Public Works has searched and located comparable sewer-jetting equipment that is

readily available through Vacutek, LLC, an authorized representative dealer through a Sourcewell Contract in the amount not to exceed \$313,111.81, a cost saving of \$30,357.19.

DREAM has submitted an replacement into Legistar5 (**TMP-5112**) a request approval to utilize cooperative purchasing contract, Sourcewell Contract RFP #032824-CER, Equipment, Product, or Services in the total amount not to exceed \$313,111.81 with Certified Stainless Services, Inc. dba West-Mark through West-Mark's Authorized Representative Vacutek, LLC (Austell, GA), to purchase and deliver one (1) Hydro Sewer Jetting Truck, Aquatech SJR-1500 (steel water tank) with a 1,500 gallon capacity for Public Works. This is a one-time procurement.

Scope of Work: Non-Applicable.

Community Impact: None of which the Department is aware.

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

Project Implications: This rescission of the award allows the County to move forward with obtaining another contractor to provide the replacement equipment for Public Works.

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

Department Issues/Concerns: If this request to rescind the award is not approved, the Department cannot move forward with obtaining another vendor to provide a replacement for this specialize equipment for Public Works.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0059	1/10/24	\$343,469.00
Rescind Award	TMP-5172		(-\$343,469.00)
Total Revised Amount			\$0.00

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: BOC Item #24-0059

Exhibit 2: SWC #99999-001-SPD0000177-0009

Exhibit 3: Legistar5 Agenda Item- TMP-5112

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$343,469.00
Previous Adjustments: \$0.00
This Request: (-\$349,469.00)
TOTAL: \$0.00

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:**

201-540-5469-1410: Water & Sewer Revenue, Public Works, Equipment- (-\$343,469.00)

Key Contract Terms	
Start Date: Effective Upon BOC Approval	End Date: Effective Upon BOC Approval
Cost Adjustment:	Renewal/Extension Terms: N/A

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

Yes

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



Fulton County

Legislation Text

File #: 24-0059, Version: 1

Department

Real Estate and Asset Management

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

Request approval of statewide contracts - Department of Real Estate and Asset Management, SWC 99999SPD-ES40199373-007; SWC 99999-001-SPD0000177-0009, and SWC 99999-001-SPD0000177-00022, in an total amount not to exceed \$800,310.00 with (A) Griffin Chevrolet (Sylvester, GA) in an amount not to exceed \$210,861.00 for the purchase of four (4) Class 1 trucks; (B) Environmental Products Group, Inc. (Atlanta, GA) in an amount not to exceed \$343,469.00 for the purchase of one (1) Vactor Sewer Cleaner; and (C) G, J & L, Inc. (Augusta, GA) in an amount not to exceed \$245,980.00 for the purchase of one (1) Excavator for the Department of Public Works. This is a one-time procurement.

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

In accordance with Purchasing Code Section 102-462, requests for approval of statewide contracts of more than \$100,000 shall be forwarded to the Board of Commissioners for approval.

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background

Scope of Work: To purchase six (6) 2023 vehicles and equipment: four (4) administrative vehicles and two (2) units of specialized heavy equipment for the Fulton County Public Works Department.

2023 Public Works Vehicles and Equipment Breakdown and Cost:

	Description	Unit Cost	New	Replacement	Total # Vehicles	Total Cost
North Sewer (5459)						
1	Excavator, Model CX160D	\$245,980.00	1	0	1	\$245,980.00
2	Chevrolet 2500 Pick-up Truck	\$55,581.00	0	1	1	\$55,581.00
3	Chevrolet 1500 Pick-up Truck	\$51,760.00	0	1	1	\$51,760.00
South Sewer (5469)						
4	Freightliner, M2 106/EPG, Vactor Sewer Cleaner	\$343,469.00	1	0	1	\$343,469.00
5	Chevrolet 1500 Pick-up Truck	\$51,760.00	0	2	2	\$103,520.00
10	Total		2	4	6	\$800,310.00

The four (4) Pick-Up trucks included in this action will replace existing older models that have exceeded their useful operational life in accordance with County Policy 400-6. The Fleet Management Division has recommended replacement of these vehicles and equipment based on the age, mileage, and mechanical condition of the vehicles.

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

Community Impact: The heavy equipment items will be used to complete infrastructure work performed by Public Works' staff that directly impacts the citizens of Fulton County.

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

The statewide vehicle dealers will work in collaboration with the Department Real Estate Asset Management's Fleet Management Division for the coordination and delivery of the vehicles and equipment for Fulton County.

Project Implications: The replacement of these identified vehicles has exceeded their usefulness based on Policy #400-6 and the fact that annual cost to repair/maintain these vehicles exceeds the Kelly Bluebook value.

Community Issues/Concerns: The County must have reliable vehicles and heavy equipment available to facilitate timely infrastructure repairs and respond to emergencies affecting service

delivery to County citizens.

Department Issues/Concerns: If the purchase of these vehicles and specialized heavy equipment is not approved, the Department of Public Works will not be able to meet and accomplish its daily activity for the County.

Contract Modification: This is a new request.

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

N/A

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

Exhibit 1: Statewide Contracts

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$800,310.00
TOTAL:	\$800,310.00

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:

201-540-5459-1410: Water & Sewer Revenue, Public Works, Equipment - \$456,841.00

Funding Line 2:

201-540-5469-1410: Water & Sewer Revenue, Public Works, Equipment- \$343,469.00

Key Contract Terms	
Start Date: Upon BOC Approval	End Date: 12/31/2023
Cost Adjustment:	Renewal/Extension Terms: O time procurement

Overall Contractor Performance Rating: New Vendors

Would you select/recommend this vendor again?

Yes

Report Period Start:
N/A

Report Period End:
N/A

Statewide Information Sheet

Statewide Contract Number	99999-001-SPD0000177-0009	NIGP Code	Please reference TGM.
Name of Contract	Tractors, Mowers, and Earthmoving Equipment		
Effective Date	June 1, 2021	Expiration Date	May 31, 2025
Contract Table of Contents			
Suppliers Awarded	35	Contract Information:	MANDATORY
Contract Information for Supplier			Page Number
Environmental Products Group, Inc.			2
Additional Contract Information			
Changes/Extensions/Renewals			3

Supplier Information Sheet

Supplier Name: Environmental Products Group, Inc.

Contract Information			
Statewide Contract Number	99999-001-SPD0000192-0009		
Contract Name	Tractors, Mowers, and Earthmoving Equipment		
PeopleSoft Supplier ID	0000524242	Location Code	001
Supplier Name & Address			
Environmental Products, Inc. 4410 Wendell Drive SW Atlanta, GA 30336			
Contract Administrator			
Christopher Haase Telephone: 404-693-9700 Email: Chaase@myEPG.com			
Contract Details			
Ordering Information	4410 Wendell Drive SW Atlanta, GA 30336		
Remitting Information	4410 Wendell Drive SW Atlanta, GA 30336		
Delivery Days	Delivery will be quoted by the supplier at the time of order.		
Discounts	Please reference the supplier's catalog(s).		
Payment Terms	Net 30 days		
Bid offer includes	State and Local Governments		
Acceptable payment method	Supplier will accept Purchase Orders and the Purchasing Card under this contract as permitted by current policies governing the Purchasing Card Program.		
Ordering Instructions	Orders may be placed via phone or e-mail to the supplier's Contract Administrator referenced above.		
Product/Pricing Schedule	Please reference the supplier's catalog(s).		



Changes/Extensions/Renewals

Initial Term: June 1, 2021 – May 31, 2023

Renewal#1: June 1, 2023 - May 31, 2024

Renewal#2: June 1, 2024 - May 31, 2025

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

DOAS Contact Information

Donnie Treadway

Contract Management Specialist

donnie.treadway@doas.ga.gov

404-463-0824

For Team Georgia Marketplace question(s)

Procurement Help Desk

Telephone: (404) 657-6000

Fax: (404) 657-8444

Email: procurementhelp@doas.ga.gov



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: TMP-5112

Meeting Date: 8/7/2024

Department

Real Estate and Asset Management

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

Request approval to utilize cooperative purchasing contract - Department of Real Estate and Asset Management, Sourcewell Contract RFP #060920-CER, Equipment, Product, or Services in the total amount not to exceed \$313,111.81 with Certified Stainless Services, Inc. dba West-Mark through Sourcewell's Authorized Representative Vacutek, LLC (Austell, GA), to purchase and deliver one (1) Hydro Sewer Jetting Truck, Aquatech SJR-1500 (steel water tank), with a 1,500 gallon capacity for the Fulton County Public Works Department. This is a one-time procurement.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background On, January 24, 2024, the BOC approved to utilize a Statewide Contract #99999-001-SPD0000177-0009, Tractor, Mowers, and Earthmoving Equipment, as BOC Item #24-0059 with (B) Environmental Products Group, Inc. in an amount not to exceed \$343,469.00, to purchase and deliver one (1) each Vactor Sewer Cleaner for the Public Works Department.

However, the Vactor Sewer Cleaner will not be available for another year. The Public Works

Department in response searched and located a comparable sewer-jetting equipment that's readily available at Vacutek, LLC, an authorized representative dealer through a Sourcewell Contract in the amount not to exceed \$313,111.81, a cost saving of \$30,357.19.

Now, Department of Real Estate and Asset Management on be-half of the Public Works Department, is requesting to purchase and delivery of one (1) piece of specialized heavy equipment, a Hydro-Sewer Jetting Truck, Aquatech SJR-1500 (steel water tank), with a 1,500 -gallon capacity.

This equipment will replace older models that have exceeded their useful operational life in accordance with County Policy 400-6. The Fleet Management Division has recommended replacement of these vehicles and equipment based on the age, mileage, and mechanical condition of the vehicles.

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

Scope of Work: To purchase and deliver one (1) Hydro- Sewer Jetting Truck, Aquatech SJR-1500 (steel water tank), with a 1,500 -gallon capacity. This is a one-time procurement for the Public Works Department for 2024.

The authorized dealer (Vecutek, LLC) will work in collaboration with the Department Real Estate Asset Management's Fleet Management Division for coordination and delivery of specialized heavy equipment for the Public Works Department.

Community Impact: This specialized equipment is used to accomplish the assigned tasks during daily operation and maintenance for the water Sewer Division in the Public Works Departments.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of behalf of the Public Works Department.

Project Implications: The replacement of this identified equipment has exceeded its usefulness life based on County policy #400-6 and the fact that annual cost to repair/maintain these vehicles exceeds the Kelly Bluebook value.

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

Department Issues/Concerns: If replacement of this specialize equipment is not approved, this will strain the Department of Public Works' ability to meet and accomplish the daily operational needs of the County.

Contract Modification No, this 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: Sourcewell Contract #RFP 060920-CER

Exhibit 2: Cost Proposal

Exhibit 3: Cooperative Purchasing/Statewide Justification Form

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

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

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$313,111.81
TOTAL:	\$313,111.81

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:

201-540-5459-1410: Water & Sewer Revenue, Public Works, Equipment- \$313,111.81

Key Contract Terms

Agenda Item No.: TMP-5112

Meeting Date: 8/7/2024

Start Date: Upon BOC Approval	End Date: 12/31/2024
Cost Adjustment: Click here to enter text.	Renewal/Extension Terms: N/A

Overall Contractor Performance Rating: N/A

Would you select/recommend this vendor again?

Yes

Report Period Start:
N/A

Report Period End:
N/A



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0542

Meeting Date: 8/21/2024

Department

Library

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

Request approval of the lowest responsible bidder - Fulton County Library System - 24ITB1288009B-PS, Newspapers, Magazines and Serials in an amount not to exceed \$252,145.90 with Ebsco Information Services, LLC (Birmingham, AL) to provide annual print material to all 34 library locations. Effective upon BOC approval through December 31, 2024, with two renewal options.

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

In accordance with Purchasing Code Section 102-373, all competitive sealed bids of more than \$100,000 shall be forwarded to the Board of Commissioners for approval.

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

Arts and Libraries

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: This request will provide Newspapers, Magazine and Serial Subscriptions (Books-Periodicals, Newspaper, and Serials - Multi Languages) for Fulton County Library Systems. The vendor will have an online database of titles and will provide the FCLS access to the database at no charge, in order for the FCLS to search titles, submit orders, cancel orders, claim materials, and check status.

The apparent low bidder was deemed non-responsive due to alteration of the Bid Form and failure to submit per Addendum 3 as required.

Scope of Work: To provide the library a wide selection of print periodicals, serials, and newspapers for Library patrons.

Community Impact: Fulton County citizens can access over 5,000 titles based on subscription requests.

Department Recommendation: The Fulton County Library System recommends approval.

Project Implications: Fulton County is the largest county in Georgia. Not providing this service negatively impacts a wide range of Fulton County citizens in every Fulton area *code*.

Community Issues/Concerns: There are no Community Issues/Concerns.

Department Issues/Concerns: There are no Department Issues/Concerns.

Contract Modification: This is a new procurement.

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

Contract Value: \$252,145.90

Prime Vendor: EBSCO Information Services, LLC
Prime Status: Non-Minority
Location: Birmingham, AL
County: Jefferson County
Prime Value: \$252,145.90 or 100.00%

Total Contract Value: \$252,145.90 or 100.00%
Total Certified Value: -0-

Exhibits Attached

Exhibit 1: Bid Tabulation Sheet
Exhibit 2: Department Recommendation Letter
Exhibit 3: Performance Evaluation

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

Jamar Parker, Financial Systems Manager 404-771-7578

Contract Attached

No

Previous Contracts

Agenda Item No.: 24-0542

Meeting Date: 8/21/2024

Yes

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$252,145.90
TOTAL: \$252,145.90

Grant Information Summary

Amount Requested: N/A
Match Required:
Start Date:
End Date:
Match Account \$:

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

Fiscal Impact / Funding Source

Funding Line 1:

100-650-6565-1312: General Fund, Library, Books-Library - \$252,145.90

Key Contract Terms	
Start Date: BOC Approval	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: Two Renewal Options

Overall Contractor Performance Rating: 100

Would you select/recommend this vendor again?

Yes

Report Period Start:
9/1/2024

Report Period End:
12/31/2024

Notice

Basic Information

Estimated Contract Value (USD)	\$109,000.00 (Not shown to suppliers)
Reference Number	0000349518
Issuing Organization	Fulton County Government
Owner Organization	Library
Solicitation Type	ITB - Invitation to Bid (Formal)
Solicitation Number	24ITB1288009B-PS
Title	Newspapers, Magazine and Serial Subscriptions
Source ID	PU.AG.USA.1610300.C13187676
Piggyback Solicitation	No

Details

Location	Fulton County, Georgia
Purchase Type	Term: 07/01/2024 12:00 AM EDT - 12/31/2024 12:00 AM EST
Description	Provide the supply of print periodicals, serials, and newspapers (local and international) for Library customers, and to provide library personnel with information relating to Library orders and related services.

Dates

Publication	04/15/2024 06:24 PM EDT
Question Acceptance Deadline	05/01/2024 02:00 PM EDT
Questions are submitted online	Yes
Closing Date	[A] 05/20/2024 11:00 AM EDT

Prebid Conference	04/24/2024 11:00 AM EDT
--------------------------	-------------------------

Contact Information

Phyllis Stewart
404-612-4215
phyllis.stewart@fultoncountyga.gov

Bid Result Publication Revision

Publication TypeBid Results

WT Cox Information Services

Organization Name

Bid Amount

Address

WT Cox Information Services

Deemed non-responsive

201 Village Road

Shallotte North Carolina

28470 United States

EBSCO Information Services, LLC

Organization Name

Bid Amount

Address

EBSCO Information Services, LLC

\$252,145.90

P.O. Box 2543

Birmingham Alabama

35202 United States

Bid Results Email

Email Attachment(s)

File	Size	Uploaded Date	Language
No Files			

Additional Recipients

Include notification issuer as an additional recipient

No

INTEROFFICE MEMORANDUM



To: Felicia Strong-Whitaker – Director, Purchasing and Contract Compliance

From: Gayle Holloman, Director of Libraries

DATE: June 26th, 2024

Subject: Recommendation Award – Bid #24ITB1288009B-PS
Newspapers, Magazine and Serials Subscriptions

RECOMMENDATION: The Fulton County Library System is requesting approval to award **Ebsco Inc.** for Newspapers, Magazines and Serial Subscriptions in the amount not to exceed \$252,145.90. These items are to be provided on an as needed basis. Effective Upon BOC approval through December 31, 2024, with two renewal options.

DISCUSSION: The recommendation of the award was based on bidders' prices and delivery time frame and availability of commodities provided during the bid process. Per Fulton County policy we are to award the low cost bidder which is WT Cox. We are making the recommendation to exclude WT Cox due to the fact that the vendor did not submit the most updated bid which included a 3rd addendum. The bidnet spreadsheet provided by this company reflected quantities that were significantly lower than the amount requested on the 3rd addendum. The alteration of the spreadsheet resulted in the vendor providing an overall dollar amount which was significantly lower than Ebsco. Both vendors were no longer being graded on the same scale as the quantities on the spreadsheet directly impacts the overall price of the bid. By not having the same quantities, WT Cox was able to reduce the overall bid amount which caused a wide discrepancy of pricing between both vendors. This alteration also proved that the vendor is not able to provide the suggested quantities listed on the bidnet excel sheet. The department received and evaluated two (2) bid responses in which one vendor (WT Cox) was the lowest bidder with an overall bid amount of \$56,183.49. Ebsco's bid came in at an overall amount of \$252,145.90.

WT Cox is the lowest bidder based but did not supply the necessary documentation to prove that they are able to provide the titles and quantities desired.

Please utilize the following funding line per line item:100-650-6565-1312

Recommended Bidder	Base Bid Amount	Award Authority
Ebsco Information Services, LLC	\$252,145.90.	N/A

Authorized Signature: _____

DocuSigned by:

Gayle Holloman

94183FCA11D54AB...

(By Director/Deputy Director)

Date: _____

07/01/2024

If you require additional information, contact **Jamar Parker** Financial Systems Manager, at (404)771-7578.

ATTACHMENT: Bid Tabulation Sheet

cc: Team Elsa Castro, CAPA, Team B, Purchasing & Contract Compliance

- Phyllis Stewart, Assistant Purchasing Agent
- Roderic Terrell, Assistant Purchasing Agent

Performance Evaluation Details

ID	E4
Project	Newspapers, Magazine and Serial Subscriptions (Books-Periodicals)
Project Number	21ITB129242B-YJ
Supplier	EBSCO Information Services, LLC
Supplier Project Contact	Bowen Thagard (preferred language: English)
Performance Program	Professional Services
Evaluation Period	10/01/2023 to 12/31/2023
Effective Date	03/15/2024
Evaluation Type	Formal
Interview Date	11/01/2023
Expectations Meeting Date	11/01/2023
Status	Completed
Publication Date	03/15/2024 02:01 PM EDT
Completion Date	03/15/2024 02:01 PM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

20/20

Rating

Outstanding: Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

Comments

Not Specified

SCHEDULE

20/20

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

Outstanding: Extraordinary quality of deliverables that exceeds requirements in all areas and finished product presents a degree of innovation in work.

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

20/20

Rating

Outstanding: Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0543

Meeting Date: 8/21/2024

Department

Public Works

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

Request approval to increase the spending authority - Department of Public Works, 21ITB081321K-CRB, Standby Miscellaneous Construction Wastewater System Services with Sol Construction, LLC (Atlanta, GA) in an amount not to exceed \$2,336,423.00 to provide standby miscellaneous construction wastewater system services. Effective upon BOC approval through December 31, 2024.

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

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

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: This request is for an increase in spending authority for Sol Construction, LLC, to provide standby miscellaneous construction wastewater system services.

Scope of Work: The standby contracts consist of providing all labor, equipment, and materials necessary for the construction, installation, and repair of sewer mains, wastewater service lines, and projects associated with the spill mitigation program that reduces the inflow and infiltration of stormwater into the sanitary system within both North and South Fulton County service areas, as

directed by Public Works staff.

On December 19th 2023, Public Works authorized Sol Construction to install 2 major sanitary sewer force main replacements, specifically:

A) Sullivan #3 16-inch force main replacement - Date: 12-19-2023

B) Sullivan #4 16-inch force main replacement - Date: 12-19-2023

The referenced work started in December 2023 and Sullivan PS #4 was completed in July 2024. Because the work was completed in 2024, we are requesting additional spending authority to utilized funds that expired on December 31, 2023 to compensate Sol Construction for the completed work.

Community Impact: Wastewater repairs can be made expeditiously under the standby contracts which decreases the amount of time wastewater service may be interrupted to customers.

Department Recommendation: The Department of Public Works recommends approval of a spending authority increase.

Project Implications: Without the assistance of on-call, standby contractors, the amount of repair work that can be completed by Fulton County will be limited, especially in emergencies.

Community Issues/Concerns: No concerns have been raised to Public Works staff.

Department Issues/Concerns: Public Works does not have any concerns or issues. The contractors have satisfactorily provided on-call wastewater construction services to Fulton County in the past.

Contract Modification:

(A) Sol Construction, LLC.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0979	12/01/2021	\$3,100,000.00
1st Renewal	22-0822	11/2/2022	\$3,100,000.00
2 nd Renewal	23-0819	11/15/2023	\$3,100,000.00
Amendment # 1			\$2,336,423.00
Total Revised Amount			\$11,636,423.00

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

Total Contract Value: \$2,336,423.00

Prime Vendor: Sol Construction
Prime Status: Hispanic Female Business Enterprise
Location: Atlanta, GA

County:	Fulton County
Prime Value:	\$2,009,323.78 or 86.00%
Subcontractor:	Mechanical Jobber
Subcontractor Status:	African American Male Business Enterprise
Location:	Atlanta, GA
County:	Fulton County
Contract Value:	\$70,902.69 or 3.00%
Subcontractor:	Global Control
Subcontractor Status:	White Female Business Enterprise
Location:	Atlanta, GA
County:	Fulton County
Contract Value:	\$46,728.46 or 2.00%
Subcontractor:	Loris Transportation
Subcontractor Status:	White Female Business Enterprise
Location:	Atlanta, GA
County:	Fulton County
Contract Value:	\$116,821.15 or 5.00%
Subcontractor:	Reeves Associates
Subcontractor Status:	African American Male Business Enterprise
Location:	Atlanta, GA
County:	Fulton County
Contract Value:	\$23,364.23 or 1.00%
Subcontractor:	Llamas Coatings
Subcontractor Status:	Hispanic Female Business Enterprise
Location:	Atlanta, GA
County:	Fulton County
Contract Value:	\$70,092.69 or 3.00%
Total Contract Value:	\$2,336,423.00 or 100.00%
Total Certified Value:	\$2,336,423.00 or 100.00%

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: Performance Evaluation

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

Roy Barnes, Deputy Director, Public Works 404-612-6317

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$3,100,000.00
Previous Adjustments: \$0.00
This Request: \$2,336,423.00
TOTAL: \$5,436,423.00

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:**

203-540-5400-I067: Water & Sewer R & E, Public Works, Misc. Sewer Line Project - \$2,336,423.00

Key Contract Terms	
Start Date: Upon BOC Approval	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: No options remain

Overall Contractor Performance Rating: 91**Would you select/recommend this vendor again?**

Yes

Report Period Start:
1/1/2024**Report Period End:**
3/31/2024

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **Sol Construction, LLC**

Contract No. 21ITB081321K-CRB, Standby Miscellaneous Construction Wastewater System Services

Address: **4120 Presidential Parkway, Suite 115**
City, State **Atlanta, Georgia 30340**

Telephone: **(770) 455-1822**

E-mail: **jgomez@solconstructionllc.com**

Contact: **Julia Gomez**
President

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Sol Construction, LLC., to provide standby miscellaneous construction wastewater system services dated March 8, 2022, on behalf of the Department of Public Works; and

WHEREAS, this increased spending authority will provide additional sanitary sewer upgrades and rehabilitation to the existing sewer infrastructure, it will allow replacement and repair of damaged pipes at locations that allow infiltration of stormwater into the treatment plants; 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, [Insert Board of Commissioners approval date and item number].

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

This Amendment No. 1 to Form of Contract is effective as of the ____ day of _____, 20__, between the County and Sol Construction, LLC, 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:** This increased spending authority will provide additional labor, equipment and materials necessary for the construction, installation, and repair of sewer mains, wastewater service lines, and projects associated with the spill mitigation program to reduce the inflow and infiltration of stormwater into the sanitary sewer system within both North and

South Fulton County service areas. Additional authority is needed as the projects assigned could not all be completed within the stipulated time due to the time the requests were made and material delivery availability.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by the Contractor for a total amount not to exceed the additional amount of \$2,336,423.00.
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:

Sol Construction, LLC

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Julia Gomez
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: _____

David Clark, Director
Department of Public Works

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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Performance Evaluation Details

ID	E4
Project	Standby Miscellaneous Construction Wastewater System Services
Project Number	21ITB081321K-CRB_Sol
Supplier	Sol Construction, LLC
Supplier Project Contact	Sol Estimating (preferred language: English)
Performance Program	Construction Services
Evaluation Period	01/01/2024 to 03/31/2024
Effective Date	05/21/2024
Evaluation Type	Formal
Interview Date	02/06/2024
Expectations Meeting Date	03/13/2024
Status	Completed
Publication Date	05/21/2024 02:08 PM EDT
Completion Date	05/21/2024 02:08 PM EDT
Evaluation Score	91



5/24/2024

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - CONSTRUCTION SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

SCHEDULE

17/20

Rating

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

Comments

Not Specified

BUDGET MANAGEMENT

17/20

Rating

Excellent: Design within budget and exceeds in some areas. Changes in project scope are identified and are submitted with rational and fair costing.

Comments

Not Specified

OVERALL CONSTRUCTION PROJECT MANAGEMENT

20/20

Rating

Outstanding: Outstanding Construction Project Management that exceeds in all areas.

Comments

Not Specified

COST CONTROL

17/20

Rating

Excellent: Claims process managed well and at times are expedited. At times actively sent documents to the User Department concerning potential cost overruns.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0544

Meeting Date: 8/21/2024

Department

Community Development

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

Request approval of a Memorandum of Understanding ("MOU") between Fulton County, Georgia, as the GA-502 Fulton County Continuum of Care ("CoC") Collaborative Applicant, and 24/7 Gateway, LLC ("Gateway") in the amount of \$384,972.89 for Gateway to serve as the coordinated entry lead agency and manage coordinated entry at the County-wide North and South Homeless Assessment Center offices. The term of the MOU is September 1, 2024, through August 31, 2025. This item is funded with \$304,940.24 from the U.S. Department of Housing and Urban Development (HUD) Coordinated Intake and Assessment System (CIAS) grant and \$80,032.65 in General Fund match.

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

O.C.G.A. § 36-10-1 states that all contracts entered into by Fulton County with other parties or persons on behalf of the County shall be in writing and entered on the Board of Commissioners meeting minutes.

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

Health and Human Services

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

Summary & Background

Request approval of a Memorandum of Understanding ("MOU") between Fulton County, Georgia, as the GA-502 Fulton County Continuum of Care ("CoC") Collaborative Applicant, and 24/7 Gateway,

LLC ("Gateway") to manage coordinated entry. The CoC Program interim rule at 24 CFR 578.7(a)(8) requires CoCs to establish a Centralized or Coordinated Assessment System. HUD's primary goal for coordinated entry processes is to ensure homeless and prevention services are provided effectively as possible and are easily accessible.

This agreement will facilitate the ongoing operations of the Fulton County Homeless Assessment Center offices, ensuring the coordination and delivery of homeless and prevention services for individuals and families residing in Fulton County, excluding Atlanta.

Background: On July 22, 2020, Fulton County issued a competitive application to select a lead organization for managing the GA-502 CoC's Coordinated Entry program. Gateway emerged as the highest-scoring respondent, and on October 7, 2020, the Fulton County Board of Commissioners, acting as the GA502 CoC Collaborative Applicant, approved (Agenda Item #20-0670) Gateway's initial contract to serve as the lead organization for coordinated entry.

Since the initial contract approval, the CoC Board of Directors and the Fulton County Board of Commissioners have further endorsed Gateway's role as the CoC's Coordinated Entry Lead organization on the following dates: October 16, 2021 (#21-0736), October 5, 2022 (#33-0744), and August 2, 2023 (#23-0479).

On March 21, 2024, the CoC Board of Directors voted to continue collaborating with Gateway as the Lead Coordinated Entry provider from September 1, 2024, through August 31, 2025.

Funding for Fulton County's coordinated entry efforts during this period will include a Coordinated Intake and Assessment Systems (CIAS) grant from the U.S. Department of Housing and Urban Development (HUD) totaling \$304,940.24, supplemented by a Fulton County general fund cash match of \$80,032.65.

Scope of Work: Gateway will continue enhancing the County-wide homeless service and referral system, by providing homeless assessments, outreach, mediation services, housing stabilization assistance, housing relocation assistance, rent/utility assistance, employment services, behavioral health support, case management, budget counseling, and more.

The Homeless Assessment Center offices are located at 7741 Roswell Road, NE, Atlanta, Georgia 30350, and 5600 Stonewall Tell Road, College Park, Georgia 30349. Office hours are Monday to Friday, from 9 a.m. to 5 p.m.

Community Impact: The Homeless Assessment Centers work to provide a unified approach to providing homeless and prevention services to Fulton County's most vulnerable citizens.

Department Recommendation: The Department of Community Development recommends approval of the Memorandum of Understanding ("MOU") between Fulton County, Georgia, as the GA-502 Fulton County Continuum of Care ("CoC") Collaborative Applicant, and 24/7 Gateway, LLC ("Gateway") for the purpose of managing coordinated entry.

Agenda Item No.: 24-0544

Meeting Date: 8/21/2024

Project Implications: None

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1: 461-121-CI23-1160 (\$304,940.24)

Funding Line 2: 100-121-1212-1567 (\$80,032.65)

ATTACHMENT B: MONTHLY PERFORMANCE REPORT

SUBRECIPIENT NAME: _____

CIAS Grant No.: _____

Grant Award: _____

Section 3 Overview

The following data will be shared in each report from the Homeless Management Information System (HMIS), Apricot, and any approved CoC database used to support connecting survivors of domestic violence and/or human trafficking to housing. Race and ethnicity will be reported for all cohorts below as recorded in both systems. Additional data may be added as necessary.

Do Not Duplicate the Data

1. Total number of households assessed, matched, and housed
2. Breakdown of cohorts including youth, unsheltered, families, and survivors of domestic violence and/or human trafficking assessed, matched and housed
3. Family size and pregnancy status of participants
4. Length of homelessness and chronic status for all assessed, matched, and housed
5. Metrics related to prioritization
6. Total length of time to house prioritized households from date of first match
7. Number of matches required to house prioritized households
8. Timeline Considerations
9. For agencies utilizing HMIS
 - Average length of time from match to enrollment
 - Average length of time from enrollment to housing
10. Timeliness standard outcomes for agencies utilizing HMIS and agencies utilizing other data bases
 - Average length of time from match to housing
11. CE Call Center outcomes including average hold time of received and abandoned calls monthly
 - Total number of referrals made to housing and other services
 - Total enrolled and housed along with demographic information
 - Number of transfers requested, approved, declined, and timeline of transfers offered
 - Breakdown of transfer type by category such as safety, accessibility, family size, etc.
12. Number of diversion screening assessments accomplished through CES
13. Youth diversion outcomes
14. MOU and or CE partner outcomes

CONTRACTOR NAME:

Gateway Center - Coordinated Entry Grant

Item No.	Budget Category	Unit Cost	Unit Measure	Other Funding Source	Fulton COC CE IN-Kind	Fulton COC CE Grant	Total
a.	Personnel						
	Director of Residential Services	\$78,000	20%	\$ 62,400.00		\$ 15,600.00	\$ 78,000.00
	CE Supervisor/Outreach	\$55,000	1FTE			\$ 55,000.00	\$ 55,000.00
	Coordinated Entry Specialist	\$45,000	1 FTE			\$ 45,000.00	\$ 45,000.00
	Coordinated Entry Specialist	\$45,000	1 FTE			\$ 45,000.00	\$ 45,000.00
	CE Outreach Worker	\$45,000	1 FTE			\$ 45,000.00	\$ 45,000.00
	CE Outreach Worker	\$45,000	1 FTE			\$ 45,000.00	\$ 45,000.00
	CE Outreach Worker	\$45,000	1 FTE			\$ 45,000.00	\$ 45,000.00
							\$ -
	Subtotal - Personnel			\$ 62,400.00	\$ -	\$ 295,600.00	\$ 358,000.00
b.	Fringe Benefits						
	Fringe Benefits	24%	percent	\$ 14,976.00	\$ -	\$ 70,944.00	\$ 85,920.00
	Subtotal - Fringe Benefits			\$ 14,976.00	\$ -	\$ 70,944.00	\$ 85,920.00
c.	Travel						
	Mileage/Gas - at 1360 miles per month to be paid at \$.67 per mile	0.67	16,320			\$ 10,934.40	\$ 10,934.40
	Parking	\$7.45/day at Main Site paid through payroll		\$ 1,549.60		\$ 387.40	\$ 1,937.00
	Subtotal - Travel			\$ 1,549.60	\$ -	\$ 11,321.80	\$ 12,871.40
d.	Equipment						
	Laptops	\$900	2			\$ 1,800.00	\$ 1,800.00
	Subtotal - Equipment			\$ -	\$ -	\$ 1,800.00	\$ 1,800.00
e.	Supplies						
	Office Supplies	\$300				\$ 300.00	\$ 300.00
	Phone Service - 4 phones	\$300/month				\$ 3,600.00	\$ 3,600.00
	Program Supplies/Client Assistance					\$ 1,407.09	\$ 1,407.09
	Subtotal - Supplies			\$ -	\$ -	\$ 5,307.09	\$ 5,307.09
	Total Direct Charges			\$ 78,925.60	\$ -	\$ 384,972.89	\$ 463,898.49
f.	Indirect Charges						
	Indirect Fees (10%)	10.0%			\$ 38,497.29		\$ 38,497.29
	Subtotal - Indirect Charges			\$ -	\$ 38,497.29	\$ -	\$ 38,497.29
g.	Other						
	Apricot			\$ 35,000.00	\$ 5,000.00		\$ 40,000.00
	Subtotal - Other			\$ 35,000.00	\$ 5,000.00	\$ -	\$ 40,000.00
h.	Contracted Services						
	EMSTAR- Evaluation			\$ 27,000.00	\$ 3,000.00		\$ 3,000.00
	Subtotal - Contracted Services			\$ 27,000.00	\$ 3,000.00	\$ -	\$ 3,000.00
	Total			\$ 140,925.60	\$ 46,497.29	\$ 384,972.89	\$ 572,395.78

GRANT AGREEMENT

**FULTON COUNTY GOVERNMENT
DEPARTMENT OF COMMUNITY DEVELOPMENT
COORDINATED INTAKE & ASSESSMENT SYSTEM GRANT (CIAS)**

SUBRECIPIENT NAME: 24/7 Gateway, LLC

ACTIVITY SPONSOR: U. S. Department of Housing and Urban Development

ACTIVITY NUMBER: CFDA NUMBER _____

HUD GRANT: Coordinated Intake & Assessment System Grant (CIAS)

MEMORANDUM OF UNDERSTANDING Between Fulton County, Georgia and 24/7 Gateway, LLC

This Memorandum of Understanding (“MOU”), entered this _____ day of _____ 2024, by and between Fulton County, Georgia, a political subdivision of the State of Georgia (“Fulton County”), acting through its Department of Community Development, as the GA 502 Fulton County Continuum of Care Collaborative Applicant, and 24/7 Gateway, LLC, (“GWC”), a domestic nonprofit corporation, located at 275 Pryor Street SW, Atlanta, GA 30303.

WITNESSETH:

WHEREAS, Fulton County serves as the Collaborative Applicant, as defined under 24 CFR, Part 578.3, for the Fulton County Georgia-502 Homeless Continuum of Care (“GA 502 Fulton County CoC”) and provides administrative support to the GA 502 Fulton County CoC Board; and

WHEREAS, Fulton County is the recipient of a Coordinated Intake and Assessment System (“CIAS”) Grant from the U.S. Department of Housing and Urban Development (“HUD”) to create and operate a homeless coordinated entry process for the geographical area of Fulton County, outside of the City of Atlanta; and

WHEREAS, the Coordinated Entry process in Fulton County is referred to as the Coordinated Entry System (“CES”); and

WHEREAS, CES refers to a single process for the citizens of Fulton County to receive homeless prevention, housing, and/or other services; and

WHEREAS, CES features HUD and County-funded services as well as other community-based nonprofit service agencies; and

WHEREAS, GWC qualifies for award of HUD and County funding as part of the overall Fulton County Consolidated Planning document; and

WHEREAS, the Parties deem it to be in the best interest of both parties to enter this MOU under the terms and conditions expressed herein; and

NOW, THEREFORE, in consideration of the promises, payment of the sum hereinafter set forth and the performance of the services described herein, it is mutually agreed as follows:

BACKGROUND

Provisions in HUD's Continuum of Care ("CoC") Program and Emergency Solutions Grant ("ESG") Program interim rules require that all CoCs establish a Coordinated Entry System ("CES"). As a result, the Fulton County Board of Commissioners ("BOC") and GA 502 Fulton County CoC have adopted CES requirements. The CoC's CES is designed to assess and assist in meeting the housing needs of people at risk of homelessness and people experiencing homelessness. CES is a collaborative effort between homeless assistance organizations, domestic violence service providers and other mainstream services whose main function is to help people in need by referring clients to the most appropriate service strategy or housing intervention.

GWC is designated as the Lead Agency for the CES by the BOC and the GA 502 Fulton County CoC and is charged with managing the daily activities associated with CES planning, implementation, operations, and evaluation. Fulton County Community Development Department and the GA 502 Fulton County CoC will ensure that the GWC satellite offices are operating to meet the following requirements of CES:

- Covers the GA 502 Fulton County CoC geographic area;
- Easily accessed by individuals and families seeking housing and services;
- Well-advertised; and,
- Comprehensive assessment of individuals and families for housing and services.

GOALS AND GUIDING PRINCIPLES

The goal of the coordinated entry process is to provide each consumer with adequate services and support to meet their housing needs, with a focus on returning them to housing as quickly as possible. The guiding principles below will help the GA Fulton County 502 CoC and its members meet these goals. GWC also agrees to adopt the following guiding principles:

- **Consumer Choice:** Consumers will be given information about the programs available to them and have some degree of choice about which programs they want to participate in. They will also be engaged as key and valued partners in the implementation and evaluation of coordinated entry through forums, surveys, and other methods designed to obtain their thoughts on the effectiveness of the coordinated entry process.
- **Collaboration:** Because coordinated entry is system wide, it requires a great deal of collaboration between the CoC, providers, mainstream assistance agencies (e.g., Fulton County's Homeless Services, hospitals, and jails), funders, and other key partners. This spirit of collaboration will be fostered through open communication, transparent work, consistently scheduled meetings between partners, and consistent reporting on the performance of the coordinated entry process and request for assistance.
- **Accurate Data:** Data collection on people experiencing homelessness is a key component of the coordinated entry process. Data from the assessment process that reveals what resources consumers need the most will be used to assist with reallocation of funds and other funding decisions. To capture this data accurately, all assessment staff and providers must enter data into the HMIS (with the exception of some special populations and other cases, outlined later in this document) in a timely fashion, within 72 hours. Consumers' rights around data will always be made explicit to them, and no consumer will be denied services for refusing to share their data.
- **Performance-Driven Decision Making:** Decisions about and modifications to the coordinated entry process will be driven primarily by the need to improve the performance of the homelessness assistance system on key outcomes. These outcomes include reducing new entries into homelessness, reducing lengths of episodes of homelessness, and reducing repeat entries into homelessness, although we know that these outcomes maybe dependent on other providers and access to affordable housing. Changes may also be driven by a

desire to improve process-oriented outcomes, including reducing the amount of waiting time for an assessment and availability to housing options.

- **Housing First:** Coordinated entry will support a housing first approach and will thus work to connect households with the appropriate permanent housing opportunity, as well as any necessary supportive services, as quickly and effectively as possible.
- **Prioritizing the Hardest to House:** Coordinated entry referrals will prioritize those households that appear to be the hardest to house or serve for program beds and services. This approach will ensure an appropriate match between the most intensive services and the people least likely to succeed with a less intensive intervention, while giving people with fewer housing barriers more time to work out a housing solution on their own. It is hoped that this approach is most likely to reduce the average length of episodes of homelessness and result in better housing outcomes for all. The hardest to house will be defined by using the Assessment tool.

PURPOSE

The GA Fulton County 502 COC has established a service strategy for CES that reflects local community resources, client needs, provider capacity and unique CoC geography characteristics to better serve consumers through Coordinated Entry.

NOW, THEREFORE, the parties to this MOU set forth the following as the terms and conditions of their understanding:

ARTICLE I. RESPONSIBILITIES OF PARTIES

In consideration of the mutual aims and desires of the Parties to this MOU, and in recognition of the public benefit to be derived from effective implementation of the program involved, the Parties agree that their respective responsibilities under this MOU shall be as follows:

1. GWC Responsibilities:

GWC, as the Lead Agency, will be responsible for the following:

Action	Due Date
Disseminate lessons learned and implications for CES improvement, communicate policies and procedures with the Collaborative Applicant/CE Committee, and create a training curriculum for providers and other stakeholders;	12/1/2024
Maintain and update annually, CE Policies and Procedures, resources, training curriculum, reports, and related documents;	Ongoing
Develop a System Integration strategy for transitioning partners and removing barriers for participants and expediting housing:	Ongoing
Ensure access to appropriate housing for survivors of domestic violence and/or human trafficking through multiple intercept points including DV shelters, DV and Human Trafficking service partners, and mainstream homeless programs such as shelters, drop-in centers, and outreach programs;	Ongoing
Provide system management and oversight of the Coordinated Entry System (CES) including creating access, assessments process and oversight of Dedicated Skilled Assessors, assignment of households into housing, and accountability plans;	Ongoing

Collaborate with CE lead partners to oversee and manage CES refinement including the following: refinement of the access plan; facilitation of housing referrals; and strengthening racial equity of the system;	Ongoing
Connect households with the highest barriers to housing system navigation supports to ensure successful housing placements;	Ongoing
Provide CES-related technical assistance for providers;	Ongoing
Provide training to homeless services providers on CES policies and procedures, including Assessment tools;	Ongoing
As part of System Goal 3 to ensure programs are utilizing CES, provide qualitative and quantitative information to the Collaborative Applicant related to the use of CES and other CES HUD and local compliance metrics;	Ongoing
Perform all duties required by HUD, GA-502 CoC and Fulton County Government;	Ongoing
Identify and advocate for system improvement;	Ongoing
Work with the Collaborative Applicant/CE Committee to expand efforts to centralize access to housing and homeless services into CES.	Ongoing
Facilitate CE workgroups in order to learn from the community, test new strategies to improve CES, and adopt new policies approved by the Collaborative Applicant/CE Committee.	Quarterly
At least once annually, the Coordinated Entry Lead will work with the Collaborative Applicant/CE Committee to survey constituents throughout the CoC to identify areas of exemplary Coordinated Entry Lead performance as well as areas that require improvement of the Coordinated Entry System.	May 31, 2025

2. Performance Reporting and Oversight

The Coordinated Entry Lead will submit reports as follows:

- a. The CES Facilitator will provide verbal reports to the Collaborative Applicant/CE Committee on progress on or barriers to achieving objectives.
- b. Written reports will be submitted to the CoC Board no less than semi-annually. Written reports will follow the template set forth in Exhibit 2. These written reports may be posted to the GA-502 CoC website.

3. Annual Planning

On an annual basis, the Collaborative Applicant/CE Committee will work with the Coordinated Entry Lead to develop strategic goals for mandatory activities listed above and include it in an annual work plan.

4. Accountability

The Collaborative Applicant/CE Committee can request that the Coordinated Entry Lead receive technical assistance to address any areas requiring improvement.

5. Report Protocols

The Coordinated Entry System (CES) Report Template will be used by the Collaborative Applicant/CE Committee to review and hold the Coordinated Entry Lead accountable for the outlined scope of work in the Coordinated Entry System MOU. This report will be completed by the Coordinated Entry Lead at least twice a year, following the reporting timeline

outlined in the table below. Note, this timeline may be adjusted at the request of the CE Lead and Collaborative Applicant as necessary based on the Coordinated Entry System’s workplan.

Reporting Goal Deadline	For Time Period Covering
February 15, 2025	September 1, 2024, through January 31, 2025
June 14, 2025	February 1, 2025, through May 31, 2025

Section 1: Evidence of Meeting HUD Requirements

Section 1 Overview

This section shares the HUD requirements of a Coordinated Entry System including any new notices released along with methods for meeting the requirements. This will include but not be limited to the categories of access, assessment, assignment, and accountability.

Section 2: Workplan Updates

Section 2 Overview

The CES workplan will incorporate feedback from the Coordinated Entry Committee, and all strategies outlined in the workplan will be reported on to share progress and challenges.

Section 3: Data

Section 3 Overview

The following data will be shared in each report from the Homeless Management Information System (HMIS), Apricot, and any approved CoC database used to support connecting survivors of domestic violence and/or human trafficking to housing. Race and ethnicity will be reported for all cohorts below as recorded in both systems. Additional data may be added as necessary.

1. Total number of households assessed, matched, and housed
2. Breakdown of cohorts including youth, unsheltered, families, and survivors of domestic violence and/or human trafficking assessed, matched and housed
3. Family size and pregnancy status of participants
4. Length of homelessness and chronic status for all assessed, matched, and housed
5. Metrics related to prioritization
6. Total length of time to house prioritized households from date of first match
7. Number of matches required to house prioritized households
8. Timeline Considerations
9. For agencies utilizing HMIS
 - Average length of time from match to enrollment
 - Average length of time from enrollment to housing
10. Timeliness standard outcomes for agencies utilizing HMIS and agencies utilizing other data bases

- Average length of time from match to housing
11. CE Call Center outcomes including average hold time of received and abandoned calls monthly
 - Total number of referrals made to housing and other services
 - Total enrolled and housed along with demographic information
 - Number of transfers requested, approved, declined, and timeline of transfers offered
 - Breakdown of transfer type by category such as safety, accessibility, family size, etc.
 12. Number of diversion screening assessments accomplished through CES
 13. Youth diversion outcomes
 14. MOU and or CE partner outcomes

Section 4: Capacity Building

Section 4 Overview

Outline of products created, training sessions, and supports offered to partners involved in the CES. This will include resources created to build capacity during the timeframe.

Section 5: Accountability

Section 5 Overview

Coordinated Entry Accountability Plan updates will be offered. This will include agencies/programs receiving technical assistance, technical assistance plans and results.

Section 6: CES Financial Report

Section 6 Overview

The Coordinated Entry Lead will provide a financial report to show the overall budget and amounts spent per line item.

6. Fiscal Responsibility

- a. The services of the Subrecipient shall begin on September 1, 2024, and shall terminate no later than August 31, 2025, unless earlier terminated as set forth in this Agreement.
- b. Within fifteen (15) days of the completion of each month's services pursuant to this MOU between September 1, 2024, through August 31, 2025, GWC shall submit a monthly detailed, itemized invoice to Fulton County requesting reimbursement of those costs identified in Attachment A, the Coordinated Intake and Assessment Center Budget (the "Cost Reimbursement Budget")
- c. Failure to submit invoices on or before the 15th day after the end of a month for services dated for the closing (prior) month may result in non-payment due to reallocation of the funds and termination of the contract.
- d. The total amount of reimbursement sought by GWC during the duration of this MOU shall not exceed \$384,972.89 and shall be paid in accordance with the Cost Reimbursement Budget herein referred to as Attachment A.

- e. On a monthly basis, GWC shall provide a report, per Section 3 Data, capturing data, outcomes and expenditures relating to the services being provided under the MOU, which shall also contain any other information as may be requested by the Department of Community Development.

7. County Responsibilities

- a. Upon receipt of each monthly invoice for work completed between September 1, 2024, and August 31, 2025 as described in Attachment A of this MOU, Fulton County, acting through its Community Development Department, will, in reasonable due course, provide monthly payments to GWC upon conditional commitment of funds. Payment shall then be made through reimbursement of costs incurred by GWC in the performance and execution of the services under this contract. Payments shall be made only after the County's receipt of proper and sufficient documentation of such costs satisfactory to the County. The County shall have the right not to pay any request for reimbursement or part thereof if not properly supported, or if the costs requested or any part thereof, as determined by the County, are unreasonably in excess of the actual stage of completion.
- b. Each payment shall be paid from funds allocated from the CIAS grant through the GA 502 Fulton County COC Collaborative Applicant. The total amount of reimbursement provided by the GA 502 Fulton County COC Collaborative Applicant during the duration of this MOU shall not exceed \$384,972.89.
- c. The Cost Reimbursement Budget described in Attachment A of this MOU identifies the source and amount of funding that will be reimbursed monthly.

ARTICLE II: ADDITIONAL REQUIREMENTS

1. HOMELESS ASSISTANCE AND PARTICIPATION: 578.75 (g)

To the maximum extent practicable, The Subrecipient must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policy-making entity of the recipient, to the extent that the entity considers and makes policies and decisions regarding any facilities, services, or other assistance. If the Subrecipient is unable to meet the requirement, it must instead develop and implement a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding. To the maximum extent practicable, the Subrecipient must involve homeless individuals and families in constructing, renovating, maintaining, and operating facilities. This involvement may include employment or volunteer services. The Subrecipient must provide the County with a Certification of Homeless Assistance and Participation within 30 days of execution of this agreement.

2. ACCESS TO ESG or FULTON COUNTY FUNDING ASSISTANCE

Subrecipient agrees to participate in the CoC Coordinated Entry with the goal to provide and improve consumer information, referral, assistance and access for those who are chronically homeless, currently homeless, and those who are precariously housed seeking a wide range of long term care services.

3. SYSTEMS COORDINATION REQUIREMENTS: 576.400

The Subrecipient agrees to follow the process and procedures as described below:

- a. Use of the Coordinated Assessment System

Subrecipient further agrees to provide information about the Fulton County Coordinated Entry project and make referrals to community homeless service providers. The Subrecipient agrees to be a collaborating partner who will implement the Coordinated Entry model by directing seekers of housing service to the Fulton County Coordinated Intake Assessment Center or the identified Satellite Office(s), and service providers which will universally provide a safety assessment, prevention, diversion, and tiered rating tool to inform the referral process.

For typical shelter admissions, individuals and families are referred through several means including, but not limited to, self-referral, agency referral, Drug Court, Intensive Supervision Program (ISP), and mental health association. They must complete a phone screening. If they are deemed eligible and a bed is available, they will be admitted. Anyone not meeting the requirements is referred to County Services, the Homeless Hotline and/or out of County agencies.

Victim of domestic violence means all individuals and families who qualify under paragraph (4) of HUD's definition of homeless. This means any individual or family who: (1) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; (2) has no other residence; and (3) lacks the resources or support networks to obtain other permanent housing.

If an individual or family is determined to be at risk of harm when an assessment is being conducted, then the coordinated entry staff should refer the individual or family to a victim service provider using referral criteria established for that community based on system design, program capacity, resource limitations, and placement and geography considerations. The coordinated entry process should also have a procedure to safely refer the individual or family to the identified victim service provider, preferably with a warm hand-off including a phone call, transportation, or other transition to the victim service provider.

b. System and Program Coordination with Mainstream Resources

Subrecipients are expected to work with individuals or families to obtain benefits, including income and health coverage, or make referrals to agencies that can assist with this. Documentation of services and referrals will be maintained in the client file.

c. Written Standards

Subrecipients are expected to comply with established written standards as developed by Fulton County.

d. Participation in HMIS

The Subrecipient agrees data on all persons served and all activities assisted are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If the Subrecipient is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.

4. LEAD-BASED PAINT HAZARDS: 24 CFR 576.57 (c)

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846)

and the HUD Lead-Based Paint regulations, 24 CFR Part 35, and in particular, Part B of said regulations. The Subrecipient shall be responsible for the inspections and certification required under Section 35.14(f) thereof.

5. NON-DISCRIMINATION AND EQUAL OPPORTUNITY: §576.57(a)

The Subrecipient agrees to comply with non-discrimination requirements under the Civil Rights Acts, Regulations, and Executive Orders as follows:

- a. The requirements of Title VII of the Civil Rights Act of 1968, 42 U.S.C. 3601 et seq., and implementing regulations; Executive Order 11063 and implementing regulations at 24 CFR Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and implementing regulations issued at 24 CFR Part 1;
- b. The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.794);
- c. The requirements under the Non-Discrimination in Employment by Government Contractors and Subcontractors per Executive Order 11246 and the regulations issued under the Order at 41 CFR, Chapter 60;
- d. The Provision of Training, Employment, and Business Opportunities under Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701;
- e. The requirements of Executive Orders 11625, 12432, and 12138. Consistent with HUD's responsibilities under these orders, the Subrecipient shall make efforts to encourage the use of minority and women business enterprises in connection with activities funded under this agreement; and
- f. The requirements that the Subrecipient make known that use of the facilities and services are available to all persons regardless of age, race, creed, color, religion, sex, national origin, ancestry, marital status, affectional or sexual orientation, or handicap on a nondiscriminatory basis.

6. OTHER FEDERAL REQUIREMENTS 576.407

- a. General: The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).
- b. Affirmative outreach. The Subrecipient must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the recipient or Subrecipient intends to use to make known the availability of the facilities, assistance, and services will to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the recipient or subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. The recipient and its Subrecipients must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, recipients and Subrecipients are also required

to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons.

- c. **Uniform Administrative Requirements.** The requirements of 2 CFR part 200 apply to the Subrecipient. These regulations include allowable costs and non-Federal audit requirements.
 - i. *Accounting Standards:* The Subrecipient agrees to comply with 2 CFR Part 200.302 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
 - ii. *Internal Control:* The Subrecipient agrees to comply with 2 CFR Part 200.203 and maintain effective internal controls over the funds awarded herein.
 - iii. *Cost Principles:* The Subrecipient shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost Principles". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
- d. **Procurement of Recovered Materials.** The Subrecipient and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

7. CONFLICT OF INTEREST

Subrecipient agrees that no person who is an employee, agent, consultant officer, or elected or appointed official of the Subrecipient, State recipient, or non-profit (or of any designated public agency) that receives Emergency Solutions Grant amounts pursuant to this Agreement and who exercises or has exercised any functions or responsibilities with respect to assisted activities; or, who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest in any agreement, sub-agreement or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. HUD may grant an exception to this exclusion as provided in 24 CFR 570.611 (d) and (e).

8. RECORD KEEPING REQUIREMENTS 576.500

The Subrecipient agrees to maintain all records required by the regulations, including, but not limited to:

- a. Records documenting that CIAS and ESG activities are eligible
- b. Records adhere to confidentiality standards; including all records are kept secure and confidential
- c. Records documenting the eligibility of program participants as homeless or at risk of homelessness
- d. For homeless prevention, that program participants income is less than 50% (CARES ACT ONLY) of the median family income (MFI) including source documents for income verification
- e. For each participant, that service and assistance provided were eligible and reasonable per 576.101 through 570.106
- f. If applicable, records documenting rent reasonableness and leases and rental assistance agreements, payment made to owners including dates of occupancy
- g. Records documenting that each participant received an intake interview

- h. Records documenting coordination between service providers, mainstream income sources, and the Continuum of Care
- i. Records documentation that each participant is entered in HMIS or comparable data base for Domestic Violence programs
- j. Records documenting compliance with fair housing and equal opportunity cross-cutting regulations
- k. Financial records illustrating appropriate accounting principles per 2 CFR Part 200
- l. Records accounting for staff time and activities relating to CES expenditures and draw requests
- m. Records of procurement of any purchases made with CIAS funds
- n. Any other records necessary to demonstrate compliance with the CIAS Grant

Each Subrecipient must ensure that records are maintained for the five-year period after the date the County submits the final report to HUD as required. The County is required to submit a final report 90 days after complete expenditure of the annual grant award from which assistance was provided through this Agreement.

9. MONTHLY AND ANNUAL REPORTING

The Subrecipient must enter all client information in HMIS (or for Domestic Violence providers – an equivalent system) for all program types. The Subrecipient must check all the DATA for accuracy and more than a 25% error will not be accepted. The County will also require a cumulative annual report as required by HUD. (Attachment B) The Subrecipient must enter all client information in HMIS. All program types, except Domestic Violence (DM) providers. DM providers maintain their client records independently. The Subrecipient must CHECK the DATA – more than 25% error will not be accepted. In addition, Fulton County also requires reporting for financial data for all recipients by the Subrecipient.

10. DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS

The Subrecipient agrees to comply with the provisions of 24 CFR Part 4 relating to the employment, engagement of services, awarding of contracts, or funding of any contractors or subcontractors during any period of debarment, suspension, or placement in ineligibility status.

11. FLOOD INSURANCE

The Subrecipient agrees to comply with the requirements of the Flood Disaster Act of 1973 (42 U.S.C. 4001 et seq.).

No portion of the assistance under this Agreement may be provided without consultation and approval by the County for acquisition or construction purposes.

12. DRUG-FREE WORKPLACE CERTIFICATION

Signature of the Subrecipient on the agreement certifies that the Subrecipient will comply with the Drug-Free Workplace Act of 1988 by maintaining a workplace that is free from manufacture, distribution, dispensing, possession, or use of controlled substances.

13. OBLIGATIONS OF SUBRECIPIENT WITH RESPECT TO CERTAIN THIRD PARTY RELATIONSHIPS

The Subrecipient shall remain fully obligated under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or part of the program with respect to which assistance is being provided under this Agreement to the Subrecipient. Any party which is not the Subrecipient shall comply with all lawful requirements of the Subrecipient necessary to ensure that the program is carried out in accordance with the Subrecipient's assurances and certifications to the County.

14. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications

for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

15. SUBAGREEMENTS

The Subrecipient shall not subaward any of the services to be performed under this Agreement without the prior written consent of the County. This provision shall apply to all levels of subawards. With the consent of the County, the Subrecipient may subaward a portion of the grant through the form of a legal agreement, including an agreement that the pass-through entity considers a contract and must provide the subgrant to the County prior to the execution of the contract.

16. TERMINATION OF AGREEMENT FOR CAUSE

If, through any cause, the Subrecipient shall fail to fulfill in timely fashion and proper manner his obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports shall, at the option of the County, become its property. The Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

17. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement at any time by giving written notice of such termination by certified mail, return receipt requested, or by hand delivery, to the other party and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If this MOU is terminated pursuant to this paragraph, the Subrecipient shall be exclusively limited to receiving compensation for only the work satisfactorily performed up to and including the effective date of termination.

18. CHANGES

The County may, from time to time, require changes in the scope of services of the Subrecipient to be performed hereunder. Such changes, including any decrease or increase in the amount of the Subrecipient's compensation and scope of work, which are mutually agreed upon by and between the County and the Subrecipient, shall be incorporated in written amendments to this Agreement and approved by the Fulton County Board of Commissioners.

19. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

If the federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

20. MONITORING AND INSPECTIONS

At any time during the normal business hours, and as often as the County may deem necessary, there shall be made available to the County or to the federal government for examination, all of the Subrecipient's records with respect to all matters covered by this Agreement. The Subrecipient will permit the County and the Federal government to audit, examine, and make excerpts or transcripts.

Monitoring will be a minimum annually.

- The areas for monitoring and oversight include the following:
- Eligible Activities Requirements: Ensure those subrecipients are using CIAS funds as originally planned and for eligible activities. Determine if costs are properly classified and if spending limits on certain activities have been properly adhered to. Ensure that the activities funded by CIAS benefit homeless persons and that they are provided at a reasonable cost.
- Financial Regulations: Ensure those subrecipients are appropriately following financial management requirements.
- Procurement and Audits: Ensure that subrecipients comply with such requirements.
- Conflict of Interest, Environmental Compliance, and Other Federal Requirements: Ensure that subrecipients comply with these requirements.
- Physical site inspections of the subrecipient activity locations to observe and ensure compliance with the habitability standards.
- Review of subrecipient site client files.
- Interview with staff.
- Review of job titles and job descriptions for all CIAS funded positions, ensuring that the disbursed CIAS funds are being utilized while fulfilling all program policy guidelines.
- Monitoring Process: Formal and advance notification of the visit; coverage of the areas outlined; and clear conclusions and recommendations provided to the grantee following the visit.

21. HATCH ACT

The Subrecipient agrees that no funds provided under this Agreement nor any personnel employed in the administration of this Agreement, shall be in any way or to any extent engaged in the conduct of the political activities in contravention of Chapter 15 Title V, United States Code.

22. COMPLIANCE WITH LOCAL LAWS AND HOLD HARMLESS

The Subrecipient agrees to comply with all local laws and statutes of the State of Georgia and further agrees to hold the County harmless from any and all suits, claims, or actions arising out of the performance of this Agreement.

23. COMPLIANCE WITH FEDERAL REGULATIONS

The Subrecipient agrees to comply with all Federal laws and regulations governing the grant of money under which this Agreement is made available as they apply as of the date of this Agreement, and as such laws and regulations may be amended by the federal government or agencies.

24. LOBBYING AND DISCLOSURE REQUIREMENTS

The Subrecipient agrees to comply with the disclosure requirements and prohibitions of 42 U.S.C. 3537a and 3545 and 31 U.S.C. 1352 (The Byrd Amendment), and the implementing regulations of 24 CFR Parts 4 and 87.

25. INTERGOVERNMENTAL REVIEW

The Subrecipient agrees to comply with the requirements of Executive Order 12372 and the regulations issued under the Order at 24 CFR Part 52, to the extent provided by Federal Register Notice in accordance with 24 CFR 52.3.

26. 2 CFR PART 200 REQUIREMENT

The subrecipient agrees to comply with the requirements of 2 CFR Part 200, appendix II, attached hereto and a part hereof.

ARTICLE III. TERM AND TERMINATION OF MOU

The term of this MOU shall be effective September 1, 2024 and remain in full force and effective until the 31st day of August 31, 2024 or until the MOU is canceled or terminated by the Parties in accordance with the terms set forth herein. Fulton County shall have the right to suspend immediately GWC's performance hereunder on an emergency basis whenever necessary, in the opinion of the Community Development Department, to avert a life-threatening situation or other sufficiently serious deficiency.

ARTICLE IV. NON-APPROPRIATION

This MOU states the total obligation of the County to GWC in an amount not to exceed \$384,972.89. Notwithstanding anything contained in this MOU, the obligation of the County to make payments provided under this MOU shall be fulfilled through \$304,940.24 in grant funds currently available to the County and set aside for such purposes. The County will provide a General Fund match of \$80,032.65 to be utilized by December 31, 2024. Nothing in this contract obligates the County to appropriate any additional funds which would constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation.

ARTICLE V. INSURANCE

GWC agrees to secure insurance covering all operations, goods or services provided pursuant to this MOU based on the following: (i) Commercial General Liability (CGL) Insurance with coverage limits of no less than \$1,000,000.00 per occurrence/aggregate. Certificate of Insurance shall list Fulton County Government, its officials, officers and employees as additional insured under the CGL Policy via attachment of ISO Additional Insured Endorsement form CG 2010 (11/85 version), its equivalent or on a blanket basis. The obligations for the GWC to procure and maintain insurance shall not be constructed to waive or restrict other obligations. Fulton County's acceptance of a certificate of insurance or other proof of insurance that does not comply with the aforementioned insurance requirement shall not act as a waiver of GWC's breach of this MOU or of any of the County's rights or remedies under this MOU. Fulton County Risk Management may require additional proof of insurance, including but not limited to policies and endorsements.

ARTICLE VI. GENERAL PROVISIONS

1. No modification or alteration of this MOU will be valid unless modification is made in writing, submitted to and approved by both parties and attached to this Memorandum of Understanding.
2. The failure of either party at any time or times to enforce any provision of this MOU shall in no way be construed to be a waiver of such provisions or to affect the validity of this MOU or any part hereof, or the right of any party thereafter to enforce each and every provision in accordance with the terms of the MOU.
3. GWC shall indemnify and hold harmless the County, its officers, directors, employees, and agents, harmless for any and all injuries, damages, claims, costs and expenses arising out of GWC operations under this MOU or caused by GWC's officers, directors, employees, agents, contractors and subcontractors, or arising out of use the premises occupied by GWC. This clause shall remain in effect after the termination or expiration of this MOU.
4. This MOU sets forth the entire MOU between the parties and supersedes all prior oral and written understanding, representations and discussion between the parties respecting the subject matter of this MOU.

5. Neither party shall assign any of the obligations or benefits of this MOU.
6. This MOU shall not be construed as, or deemed to be, an MOU for the benefit of any third party or parties. No third party or parties shall have any right of action hereunder for any cause whatsoever.
7. This MOU shall be construed by and governed by the laws of the State of Georgia.
8. If a court of competent jurisdiction renders any provision of this MOU to be invalid or otherwise unenforceable, that provision will be severed, and the remainder of this MOU shall continue in full force and effect as if the invalid provision were not part of this MOU.
9. This MOU may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.
10. GWC warrants and guarantees that the person executing the MOU on its behalf is duly authorized to execute the MOU and bind GWC to the terms and conditions of the MOU.

Article VII. Federal Labor Standards Provisions

U.S. Department of Housing And Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a) (1) (ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit, which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

1. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any Sub-recipient the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee

or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or Sub-recipient to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

2. **(i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I (b) (2) (B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a) (1) (iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii)

(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a) (3) (i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014- 1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a “Statement of Compliance”, signed by the contractor or Sub-recipient his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1)** That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;
- (2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(4) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(5) The falsification of any of the above certifications may subject the contractor or Sub-recipient to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(6) The contractor or Sub-recipient shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or Sub-recipient fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

3. Apprentices and Trainees.

a. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the

predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

4. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

5. Subcontracts. The contractor or Sub-recipient will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any Sub-recipient lower tier Sub-recipient with all the contract clauses in this paragraph.

6. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a Sub-recipient as provided in 29 CFR 5.12.

7. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the DavisBacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

8. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

(i) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18

U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

9. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any Sub-recipient because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

10. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

- **Overtime requirements.** No contractor or Sub-recipient contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

- **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any Sub-recipient responsible therefore shall be liable for the unpaid wages. In addition, such contractor and Subrecipient shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

- **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or Sub-recipient under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or Sub-recipient for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

- **Subcontracts.** The contractor or Sub-recipient shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any Sub-recipient or lower tier Sub- recipient with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

11. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

a. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

b. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

c. The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

ARTICLE VIII. NOTICES

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

To Fulton County:

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

Copy to:

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

Copy To:

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

Copy To:

24/7 Gateway, LLC (GWC)
Raphael Holloway CEO
275 Pryor Street SW
Atlanta, GA 30303

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this MOU through their duly authorized officers on the day and year first written above.

FULTON COUNTY, GEORGIA

24/7 Gateway, LLC

Approved:

Approved:

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

**Raphael Holloway
Chief Executive Officer**

Attest:

Attest:

Tonya R. Grier

(Affix Corporate Seal)

Approved as to Content:

**Stanley Wilson, Director
Department of Community Development**

Approved as to Form:

Office of the County Attorney

ATTACHMENT A: BUDGET

ATTACHMENT B: PERFORMANCE



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0545

Meeting Date: 8/21/2024

Department

Community Development

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

Request approval of the 2024 Veterans Services Program (VSP) Evaluation Committee's recommendations in the amount of \$750,000.00 to the non-profits identified in Attachment "A". VSP funding will support the delivery of essential community services to Fulton County Veterans in the areas of: Health and Wellness, and Homeless and Housing. The Fulton County Board of Commissioners approved \$1,000,000.00 in General Funds for the Veterans Services Program at the January 24, 2024, Second Regular Meeting (Agenda item# 24-0051). The contract period runs from July 1, 2024 through December 31, 2024.

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

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

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

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

Health and Human Services

Commission Districts Affected

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

District 6 ☐**Is this a purchasing item?**

No

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

Request approval of the 2024 Veterans Services Program (VSP) Evaluation Committee's recommendations in the amount of \$750,000.00 to the non-profits identified in Attachment "A".

The Board approved \$1,000,000.00 for the Veterans Services Program, of which \$250,000 was awarded on May 15, 2024, as a part of the Consolidated Community Services Program recommendations. The VSP RFP was released on May 31, 2024, and closed on June 28, 2024, 3:00pm. Twenty-four (24) agencies are being recommended for VSP funding totaling \$750,000.00.

Scope of Work: The VSP program is one the County's principal avenues for funding social services programs pursuant to the County's Strategic Plan.

Community Impact: VSP funding will support the delivery of essential community services to Fulton County Veterans in the areas of: Health and Wellness, and Homeless and Housing.

Department Recommendation: The Department of Community Development requests approval of the 2024 Veterans Services Program (VSP) Evaluation Committee's recommendations in the amount of \$750,000.00.

Project Implications: General funds in the amount of \$1,000,000.00 for the Veterans Services Program was approved by the Fulton County Board of Commissioners at the January 24, 2024, Second Regular Meeting (Agenda item# 24-0051).

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

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

Total Contract Value

This Request: \$750,000.00

Fiscal Impact / Funding Source

Agenda Item No.: 24-0545

Meeting Date: 8/21/2024

Funding Line 1:

100-121-VSPG-1160

"Attachment A"

2024 Veterans Services Program Recommendations

	Agency Name:	Program Name:	Category:	2024 Recommended Amount:
1	3Keys, Inc.	3Keys Veterans Supportive Services	Homeless and Housing	\$30,000.00
2	Another Chance of Atlanta, Inc.	ACOA Veterans Housing in Fulton County	Homeless and Housing	\$30,000.00
3	Atlanta Center for Self Sufficiency, Inc.	CareerWorks VETS	Homeless and Housing	\$35,000.00
4	Camp Southern Ground	Camp Southern Ground Warrior Programs	Health and Wellness	\$25,000.00
5	City of Refuge, Incorporated	Veterans Housing Programming	Homeless and Housing	\$45,000.00
6	Community Friendship, Inc.	Community Freindship Veterans Services Program	Homeless and Housing	\$40,000.00
7	Crossroads Community Ministries, Inc.	The Mission United Family Assistance Program (MUFA)	Homeless and Housing	\$45,000.00
8	Favor House, Inc.	Favor For Veterans	Homeless and Housing	\$30,000.00
9	Feeding GA Families Incorporated	Operation Doyen	Homeless and Housing	\$25,000.00
10	Frontline Community Services, Inc.	Frontline Community Services, Inc. VET 22 Suicide Prevention Program	Health and Wellness	\$30,000.00
11	Furniture Bank of Metro Atlanta, Inc	Furniture Bank - Making a House a Home	Homeless and Housing	\$40,000.00
12	Generation Infocus Foundation	Veteran Stability and Housing Support Program	Homeless and Housing	\$25,000.00
13	Georgia Justice Project	To decrease homelessness & improve health and wellness by providing legal services and social	Homeless and Housing	\$25,000.00
14	HouseProud Atlanta, Inc.	HouseProud - No Cost Repairs and Education for Veterans	Homeless and Housing	\$30,000.00
15	On the Rise Community Development, Inc.	RISE to Resilience for US Veterans	Homeless and Housing	\$25,000.00
16	P.O.W.E.R Atlanta Inc	The POWER of a Veteran	Homeless and Housing	\$25,000.00

2024 Veterans Services Program Recommendations

	Agency Name:	Program Name:	Category:	2024 Recommended Amount:
17	Positive Transition Services, Inc.	Veteran Housing and Support Services	Homeless and Housing	\$25,000.00
18	Poverty 2 Prosperity PS Inc	And Still I Rise Veterans Community	Homeless and Housing	\$30,000.00
19	Project Open Hand/Atlanta, Inc.	Open Hand Medically Tailored Meals for Fulton County Veterans	Health and Wellness	\$25,000.00
20	The Society of St. Vincent de Paul Georgia, Inc.	SVdP Georgia Help for Heroes Program	Homeless and Housing	\$40,000.00
21	Trinity Community Ministries	Trinity Community Ministries - Restoration Model	Homeless and Housing	\$30,000.00
22	U Hope CDC, Inc.	U Hope Veterans Transitional Housing Program	Homeless and Housing	\$25,000.00
23	Veterans Empowerment Organization	Unsheltered to Housed	Homeless and Housing	\$40,000.00
24	Vision Warriors	Let Us Serve You 2024	Homeless and Housing	\$30,000.00

2024 VSP Recommendations Total: \$750,000.00



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0546

Meeting Date: 8/21/2024

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

Request approval of a Resolution to correct clerical errors by the Clerk to the Commission relating to the terms of service for the newly appointed board members of the Housing Authority of Fulton County; and for other purposes. **(Pitts)**

1 **A RESOLUTION TO CORRECT CLERICAL ERRORS BY THE CLERK TO THE**
2 **COMMISSION RELATING TO THE TERMS OF SERVICE FOR THE NEWLY**
3 **APPOINTED BOARD MEMBERS OF THE HOUSING AUTHORITY OF FULTON**
4 **COUNTY; AND FOR OTHER PURPOSES.**

5 **WHEREAS**, Article II, Sec. 101-66 of the Fulton County Code establishes agenda
6 preparation for all Board of Commissioners meetings as the duty of the Clerk to the
7 Commission; and

8 **WHEREAS**, Article III, Sec. 102-115 of the Fulton County Code establishes that
9 the Clerk to the Commission shall prepare in written form the minutes of each Board of
10 Commissioners meeting after adjournment; and

11 **WHEREAS**, the Board of Commissioners held a special called meeting on July 29,
12 2024 to, among other matters of business, approve new district nominees to serve as
13 Housing Authority of Fulton County ("Housing Authority") board members; and

14 **WHEREAS**, the Clerk to the Commission erred in the preparation of the July 29,
15 2024 special called meeting post-agenda minutes by failing to identify that the district
16 nominees to the Housing Authority board were to fill the unexpired terms of their
17 predecessors; and

18 **WHEREAS**, the Clerk to the Commission further erred in the presentation of post-
19 agenda minutes from the July 29, 2024 special called meeting for ratification to the Board
20 of Commissioners on August 7, 2024 without including term lengths for the district
21 appointments to the Housing Authority board; and

22 **WHEREAS**, the Board of Commissioners held a regular meeting on August 7,
23 2024 to, among other matters of business, approve a new district nominee to the Housing
24 Authority board; and

25 **WHEREAS**, the Clerk to the Commission erred in the preparation of the August 7,
26 2024 regular meeting agenda by failing to identify that the district nominee to the Housing
27 Authority board was to fill the unexpired term of his predecessor, and by incorrectly listing
28 the term end date as July 13, 2029 instead of the correct end date of July 13, 2027; and

29 **WHEREAS**, the Clerk to the Commission further erred in the preparation of the
30 August 7, 2024 regular meeting post agenda minutes by failing to identify that the district
31 nominee to the Housing Authority board was to fill the unexpired term of his predecessor,
32 and by incorrectly listing the term end date as July 13, 2029 instead of the correct end
33 date of July 13, 2027; and

34 **WHEREAS**, Article III, Sec. 102-115 of the Fulton County Code allows the Clerk to
35 the Commission to correct previously approved minutes "upon orders of and approval by
36 the county commission in a subsequent regular or called meeting."

37 **NOW, THEREFORE, BE IT RESOLVED**, that the Clerk to the Commission is
38 ordered to correct the post agenda minutes of the July 29, 2024 special called meeting

1 by identifying that each district nominee was appointed to the unexpired term of their
2 respective predecessor, and by listing the correct term end date for each appointee.

3 **BE IT FURTHER RESOLVED**, that the Clerk to the Commission is ordered to
4 correct the post agenda minutes of the August 7, 2024 regular meeting by identifying that
5 the district nominee was appointed to fill the unexpired term of his predecessor, and by
6 listing the correct term end date.

7 **BE IT FURTHER RESOLVED**, that the Clerk to the Commission is ordered to
8 correct the Housing Authority document published on the Fulton County website to reflect
9 the correct term end dates for the members of the Housing Authority board which are
10 currently incorrectly listed as all ending on July 13, 2029.

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

14 **SO PASSED AND ADOPTED**, this 21st day of August, 2024.

15 **FULTON COUNTY BOARD OF**
16 **COMMISSIONERS**

17 **Sponsored by:**

18
19 _____
20 Robert L. Pitts, Chairman (At-Large)
21

22
23 **ATTEST:**
24

25 _____
26 Tonya R. Grier, Clerk to the Commission
27

28
29 **APPROVED AS TO FORM:**
30

31 _____
32 Y. Soo Jo, County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0547

Meeting Date: 8/21/2024

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

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