

**FULTON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING**

January 10, 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, Vice-Chairman (District 2)
Dana Barrett, Commissioner (District 3)
Natalie Hall, Commissioner (District 4)
Marvin S. Arrington, Jr., Commissioner (District 5)
Khadijah Abdur-Rahman, Commissioner (District 6)

INVOCATION: Reverend Clifton Dawkins, Jr., County Chaplain

PLEDGE OF ALLEGIANCE: Recite in unison

ANNOUNCEMENTS

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

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

CONSENT AGENDA**24-0001 Board of Commissioners**

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

24-0002 Clerk to the Commission

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Keona Jones Green Remembrance Day."

(Hall/Arrington)

December 19, 2023

Proclamation recognizing "Vanessa Manley Appreciation Day." **(Hall)**

January 5, 2024

Proclamation recognizing "Lowell F. Dickerson Appreciation Day." **(Arrington)**

January 10, 2024

Commissioners' District Board Appointments**24-0003 Board of Commissioners**

HOUSING AUTHORITY OF FULTON COUNTY

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

Term = 5 Years for BOC Appointees

1 Year for Resident Members

Term below expires: 7/13/2027

Ronnie Shakir **(Abdur-Rahman)**

Commissioner Abdur-Rahman has nominated Ernestine Pittman to replace Ronnie Shakir for a District appointment to an unexpired term ending July 13, 2027.

24-0004 Board of Commissioners**FULTON-DEKALB HOSPITAL AUTHORITY D/B/A GRADY HEALTH SYSTEM**

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

Term = 4 years

Term below expired: 12/31/2023

Shannon Georgecink (**Ellis**)

Vice-Chairman Bob Ellis has nominated Shannon Georgecink for a District reappointment to a term ending December 31, 2027.

24-0005 Clerk to the Commission**FULTON COUNTY ARTS COUNCIL**

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

Term = 2 years

Term below expired: 12/31/2023

Pamela Smith (**Pitts**)

Chairman Pitts has nominated Pamela Smith for a District reappointment to a term ending December 31, 2025.

Infrastructure and Economic Development**24-0006 Real Estate and Asset Management**

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and AIJ Milton, LLC for the purpose of granting conditional approval to allow stormwater drainage and walkway improvements within the County's existing water line easement area at 13625 Arnold Mill Road, Milton, Georgia 30075.

Justice and Safety**24-0007 Superior Court Administration**

Request approval to enter into a Memorandum of Agreement with CaringWorks, Inc. and Fulton County on behalf of the Superior Court Accountability Court, effective January 1, 2024, through December 31, 2024, with four (1) year renewal options for the provision of services by CaringWorks to the participants of Fulton County Accountability Court via their Oasis of Hope program. No additional funds are required or provided.

REGULAR MEETING AGENDA**24-0008 Board of Commissioners**

Adoption of the Regular Meeting Agenda.

24-0009 Board of Commissioners

Appointment of the Vice-Chairman.

Appointment of the Vice-Chairman of the Fulton County Board of Commissioners for a one-year term, in accordance to the current Fulton County Code § 101-36 (b), amended by the Board on October 20, 2021 (Item #21-0839).

24-0010 Clerk to the Commission

Ratification of Minutes.

Regular Meeting Minutes, December 6, 2023

Recess Meeting Post Agenda Minutes, December 20, 2023

24-0011 Board of Commissioners

Presentation of Proclamations and Certificates.

Proclamation recognizing "Michel "Marty" Turpeau, IV Remembrance Day."
(Abdur-Rahman/Arrington/BOC)

Proclamation recognizing "Lt. Col. Mike Russell Appreciation Day." **(Thorne)**

Proclamation recognizing "Digital Equity Day." **(Barrett)**

Proclamation recognizing "InspiredU Appreciation Day." **(Barrett)**

Proclamation recognizing "Atlanta Business League Appreciation Day." **(Hall)**

Proclamation recognizing "Marvin Wooley Appreciation Day." **(Hall)**

PUBLIC HEARINGS**24-0012 Board of Commissioners**

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

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

COUNTY MANAGER'S ITEMS**Open & Responsible Government****24-0013 Finance**

Review and approval of the FY2024 Final Adopted Budget and FY2024 Budget Resolution.

24-0014 Real Estate and Asset Management

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 23ITB138741K-JAJ, Task Order Contract for Minor Construction in an amount not to exceed \$6,000,000.00 with (A) Brad Construction Company II, LLC (Fayetteville, GA) in an amount not to exceed \$1,200,000.00; (B) Hawk Construction Company, LLC (Ellenwood, GA) in an amount not to exceed \$1,200,000.00; (C) Complete Contracting Partners, LLC (Powder Springs, GA) in an amount not to exceed \$1,200,000.00; (D) Rubio and Sons Interior, Inc. (Hoschton, GA), in an amount not to exceed \$1,200,000.00; and (E) Osprey Management, LLC (Marietta, GA) in an amount not to exceed \$1,200,000.00, to provide standby repair, alteration, modernization, maintenance, and rehabilitation construction services. Effective January 1, 2024, through December 31, 2024, with three renewal options.

Health and Human Services**24-0015 Public Works**

Request approval of the lowest responsible bidder - Department of Public Works, 23ITB458876A-KM, Small Water Meter Installation in an amount not to exceed \$620,000.00 with Jewel of the South Inc., (Conyers, GA), to provide small water meter installation services effective January 1, 2024 through December 31, 2024, with two renewal options.

24-0016 Behavioral Health and Developmental Disabilities

Request approval to amend an existing contract - Department of Behavioral Health and Developmental Disabilities, 22RFP038A-CJC (D), Fulton County Behavioral Health Network with Grady Memorial Hospital d/b/a Grady Health System (Grady) (Atlanta, GA), in an amount not to exceed \$11,377,838.00, for the expansion of behavioral health services to provide full-service operation and management of the new Fulton County Regional Behavioral Health Crisis Center (BHCC), located at 2805 Metropolitan Parkway, Atlanta, GA 30315. The County Attorney is authorized to approve the amended contract as to form and to make modifications thereto prior to execution. Effective upon BOC approval.

Justice and Safety**23-0961 Sheriff**

Request approval to re-program the use of unspent emergency capital funding in the amount of \$1,362,563.00. This funding is in the Fulton County Sheriff's Office capital fund budget. The FCSO proposes to utilize \$595,032.45 of the funds for Brown & Root Industrial Services (\$585,032.45) and Khafra Engineering Consultants Inc (\$10,000.00) for the Staff Toilet Upgrades at the South Annex Jail. The restrooms at the South Annex Jail meet ADA requirements to moving back in. This leaves a total of \$767,530.55 to be re-programmed. **(MOTION TO APPROVE FAILED ON 12/20/23)**

COMMISSIONERS' ACTION ITEMS**23-0915 Board of Commissioners**

Request approval of a Resolution by the Fulton County Board of Commissioners to dissolve the Housing Authority of Fulton County; and for other purposes. **(Arrington) (HELD ON 12/6/23 AND 12/20/23)**

23-0964 Board of Commissioners

Request approval of a Resolution by the Fulton County Board of Commissioners directing an external review of the Board of Ethics; and for other purposes. **(Arrington) (MOTION TO APPROVE FAILED ON 12/20/23)**

23-0965 Board of Commissioners

Request approval of a Resolution by the Fulton County Board of Commissioners to revoke every action taken by the Fulton County Board of Ethics from January 1, 2014, through December 20, 2023; and for other purposes. **(Arrington) (HELD ON 12/20/23)**

23-0966 Board of Commissioners

Request approval of an Ordinance to amend Chapter 2 (Administration), Article II (Officers and Employees), Division 2 (Code of Ethics) of the Fulton County Code to disband the Board of Ethics and to replace it with a slate of Ethics Hearing Officers; and for other purposes. **(Arrington) (MOTION TO APPROVE FAILED ON 12/20/23)**

24-0017 Board of Commissioners

Request approval of a Resolution by the Fulton County Board of Commissioners in Observance of the 95th Birthday of the Reverend Dr. Martin Luther King Jr. **(Abdur-Rahman)**

EXECUTIVE SESSION

24-0018 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.: 24-0002

Meeting Date: 1/11/2024

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

Proclamations for Spreading on the Minutes.

Proclamation recognizing “Keona Jones Green Remembrance Day.” **(Hall/Arrington)**
December 19, 2023

Proclamation recognizing “Vanessa Manley Appreciation Day.” **(Hall)**
January 5, 2024

Proclamation recognizing “Lowell F. Dickerson Appreciation Day.” **(Arrington)**
January 10, 2024



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0006

Meeting Date: 1/11/2024

Department

Real Estate and Asset Management

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

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and AIJ Milton, LLC for the purpose of granting conditional approval to allow stormwater drainage and walkway improvements within the County's existing water line easement area at 13625 Arnold Mill Road, Milton, Georgia 30075.

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

Fulton County is authorized to grant an encroachment on its water line/vault easement pursuant to Fulton County Code, Subpart B-Code of Resolutions - Appendix A - Subdivision Regulations, Article IX (Required Improvements), Section 9.5.5.C, which states the following in part: "No retaining wall, building, pole, sign or other vertical structure shall be constructed in sanitary and storm sewer easements, including vehicular access easements around structures, without approval from the [Director of Public Works]." Pursuant to O.C.G.A. § 36-5-22.1 (codified in Fulton County Code § 1-117), the Board of Commissioners has exclusive jurisdiction and control over "directing and controlling of all the property of the county, according to law, as the governing authority deems expedient"

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: AIJ Milton, LLC, the owner of the real property located at 13625 Arnold Mill Road, Milton, Georgia has requested the conditional approval of the Fulton County Board of Commissioners to allow stormwater drainage and walkway improvements within the County's existing water line easement.

At the request of the fee simple property owner, AIJ Milton, LLC, the Fulton County Department of Real Estate and Asset Management and the Fulton County Department of Public Works request approval to amend the terms of the County's water line easement for this location.

The Department of Public works has completed an onsite assessment of the encroachment area of approximately 91 square feet and confirmed the County's water system will not be adversely impacted and can continue to be properly maintained if this encroachment is granted.

The purpose of the Indemnification Agreement is to affirm the terms of Fulton County's conditional approval of the encroachment of private improvements within the County' water line easement area at 13625 Arnold Mill Road, Milton, Georgia.

Community Impact: The Indemnification Agreement allows Fulton County full access to maintain its water line while granting the property owner the conditional approval to install and maintain stormwater drainage and walkway improvements within the County's water line easement area.

Department Recommendation: The Department of Real Estate and Asset Management accepts the conclusion of the Department of Public Works to accept the Indemnification Agreement and recommends its approval.

Project Implications: No negative impacts to water service or access to maintain Fulton County's water service line will result by allowing the requested encroachments within the existing water line easement area.

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

n/a

After recording return to:
Michael Graham, Land Administrator
Fulton County Land Division
141 Pryor Street, SW, Suite 8021
Atlanta, GA 30303

Cross Reference

DEED
Plat Book 66150, Page 62
Deed Book 67296, Page 188

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this 1st day of August, ²⁰²⁰₂₀₂₀, between AIJ Milton, LLC as citizen within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor (hereinafter, as "Owner"), and FULTON COUNTY, a political subdivision of the State of Georgia (hereinafter, "the County").

For good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1.

Fulton County grants Owner, "the License" to enter within a portions of its water meter easement as referenced in and recorded at Plat Book 67296, page 188 of Fulton County, Georgia records, as more fully described in Exhibit "A" which is attached hereto and incorporated herein, to construct, repair and replace, from time to time as may be needed certain private improvements at his sole cost and responsibility private improvements as same is more fully described in Exhibit "A".

2.

With respect to this License, Owner shall install and construct the Private Improvements in a manner which complies with all state, local, and Fulton County laws and regulations, including but not limited to, all current state, local and Fulton County laws and regulations governing soil erosion and sedimentation control. Owner will at all times adhere to best management practice procedures to protect the environment in connection with the construction, repair and/or maintenance of the Private Improvements.

3.

This License shall commence on the date of execution hereof and shall continue in full force and effect unless and until it is terminated at the will of the County.

4.

Owner may terminate this License and Agreement by written notice to the County and shall remove the Private Improvement at his sole costs and return the area to its natural vegetative state. If during the term of this License, the area containing the Private Improvements is condemned by the County or its assign, Owner shall make no claim in the condemnation proceedings for compensation for the Private Improvements.

5.

Owner shall perform all work on the Private Improvements in a good and workmanlike manner and in compliance with all applicable governmental, laws, ordinances, and regulations.

6.

Fulton County personnel and /or agents shall have free access to and across the Private Improvements to perform routine maintenance and any emergency repairs to the existing public improvements when needed to protect the health, safety and general welfare of the public.

7.

Owner shall be solely responsible for the maintenance, repair and replacement of the Private Improvements and the County grants Owner a right of access in order to carry out these obligations.

8.

Notwithstanding any other provisions, in the case of an emergency, Fulton County may immediately suspend or revoke the License without notice in order to protect the health, safety, and welfare of the public. In non-emergency situations, after providing at least 10 days notice to Owner, Fulton County may suspend or revoke the License in order to carry out any necessary governmental function. In the event of the suspension or revocation of the License, Owner must cure all defects specified by the County in its notice and within the time reasonably specified by the County. Failure on the part of Owner to cure any defects within the allotted time will be grounds for the County to terminate the License. Alternately, the County may, but shall not be required to, cure any such defect at the sole cost and expense of Owner. The County may elect to terminate the License at will and remove the Private Improvements without liability for loss or damage for such removal. Fulton County shall remove the Private Improvements so as not to damage other portions of Owner's property and is granted a right of entry by Owner on the other portions of Owner's property to effectuate the repair, if necessary.

9.

Owner hereby agrees to indemnify Fulton County and hold Fulton County harmless from any and all damages which Fulton County may suffer and from any and all liability, claims, penalties, forfeitures, suits, and costs and expenses incident to the granting of the License and this Agreement (including cost of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws, regulations, or orders caused solely by the negligent act, negligent omission or willful misconduct of Owner, his employees, subcontractors, or assigns in the performance of this License or Agreement. Owner, further warrants that he is the full and true owner and has clear title to the property in which the Private Improvements will be made, as is defined in Exhibit "A", attached hereto and incorporated herein by reference.

10.

Owner agrees to repair or replace in a manner acceptable to the County and/or the owner thereof any public utilities damaged by its employees or subcontractors during performance of this License and Agreement or resulting from the failure of the Private Improvements. At its election the County may repair or replace the damaged utility and assess all costs against Owner.

11.

This License and Agreement shall be binding upon Owner, his assigns, affiliates, and successors and to the extent allowed by law, upon Fulton County. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any provisions of this agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

12.

This License and Agreement shall constitute a covenant running with the land and shall be recorded in the real property records of Fulton County, Georgia and shall be binding upon all subsequent transferees of said property.

13.

All notices, consents, request, demands or other communications to or upon the respective party shall be in writing and shall be effective for all purposes upon receipt, including, but not limited to, in the case of (I) personal delivery; (ii) delivery by messenger, express or air courier or similar courier; or (iii) delivery by United States first class certified or registered mail, postage prepaid and addressed as follows:

COUNTY: Fulton County
Director of Public Works
141 Pryor Street, SW, 6Th. Floor
Atlanta, GA. 30303

with a copy to: County Attorney
Office of the County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, GA. 30303

OWNER: AIJ Milton, LLC
5887 Glenridge Dr, Suite 440, Atlanta, GA 30328
Re: _____, Land Lot 4K, District 2.

IN WITNESS WHEREOF, the parties have executed this Agreement at Atlanta, Georgia, as of the day and year first above written.

Signatures: _____

Aleem Ramji, Organizer/President

Signed, sealed and delivered in

the presence of:

Owner: AIJ Milton, LLC

Address: 5887 Glenridge Dr, Suite 440

Atlanta, Georgia, 30328

Unofficial Witness

Letia Watwood

Notary Public

My Commission Expires: 4-27-27

(NOTARY SEAL)

(NOTARY STAMP)

Attest:

FULTON COUNTY, GEORGIA

By: _____

Chairman, Board of Commissioners

Clerk of the Commission

APPROVED AS TO CONTENT:

David E. Clark
David E. Clark, Director
Department of Public Works

APPROVED AS TO FORM:

County Attorney

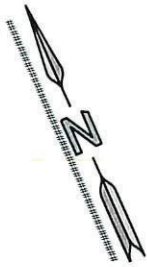
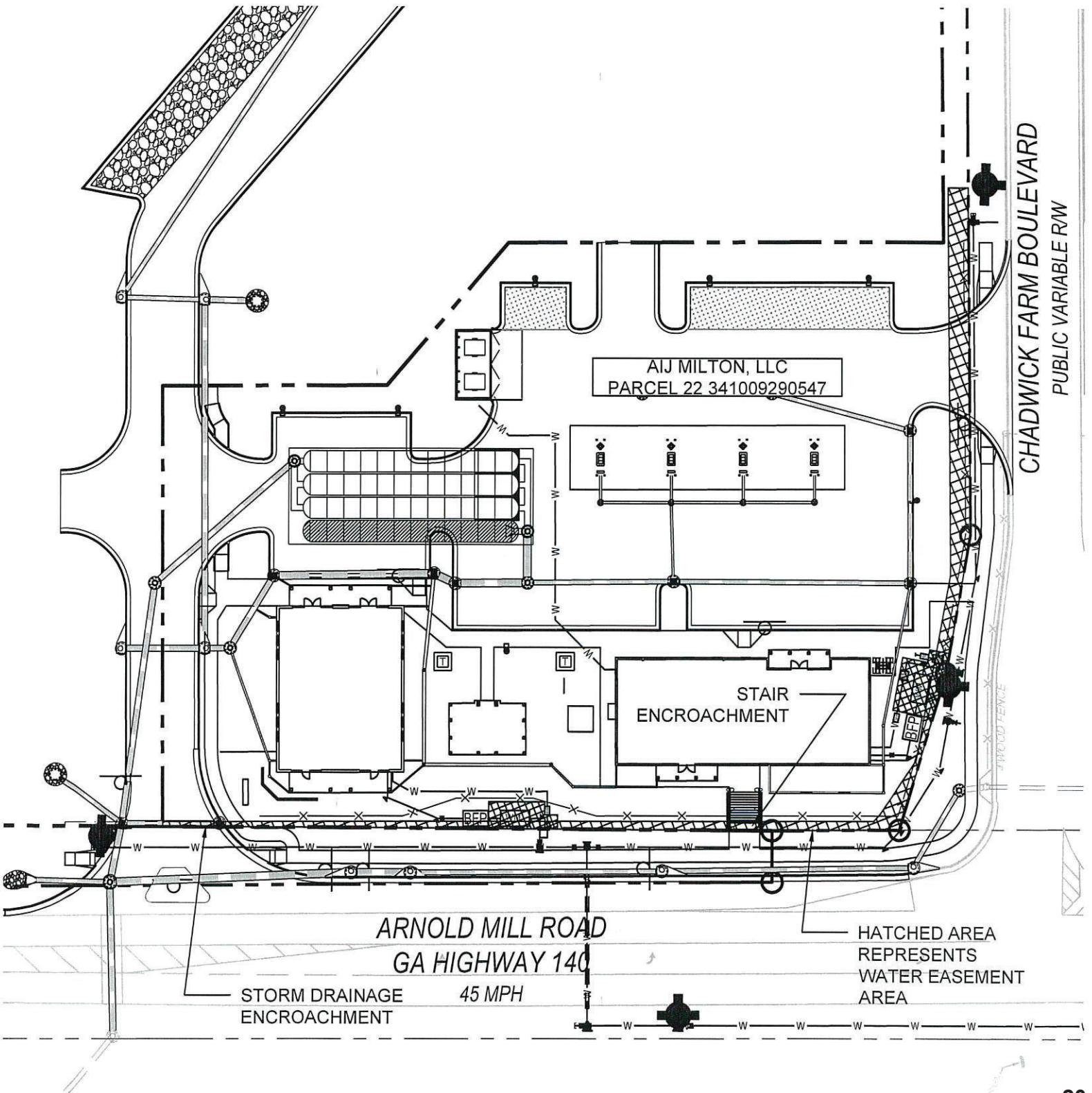


EXHIBIT A
WATER EASEMENT
ENCROACHMENTS

SCALE: 1"=50'

GRANTOR: AIJ MILTON, LLC
PROJECT #WRN23-029





Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0007

Meeting Date: 1/11/2024

Department

Superior Court Administration

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

Request approval to enter into a Memorandum of Agreement with CaringWorks, Inc. and Fulton County on behalf of the Superior Court Accountability Court, effective January 1, 2024, through December 31, 2024, with four (1) year renewal options for the provision of services by CaringWorks to the participants of Fulton County Accountability Court via their Oasis of Hope program. No additional funds are required or provided.

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

West's Code of Georgia § 36-10-1; All official contracts entered into by the County governing authority with other persons in behalf of the County shall be in writing and entered on its minutes.

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

Justice and Safety

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

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

Superior Court Administration recommends the approval of this agreement. The Oasis of Hope program offered by Caringworks to the participants of Fulton County Accountability Court provides for safe housing and residential services in addition to ancillary services that will facilitate the speedy intake and increased retention of participant - resulting in less time spent incarcerated and reduced recidivism.

Scope of Work: Through this agreement Caringworks will support the Fulton County Accountability Court by: (1) providing supportive housing and services including team-based case management, access to healthcare, employment assistance, and access to income support; (2) developing individualized treatment plans and approaches; (3) utilizing evidence-based and population appropriate treatment services; (4) providing drug testing as required for supervision, treatment adherence, and therapeutic intervention; (5) Screening for infectious diseases including HIV and viral hepatitis.

Community Impact: Improves public safety in the community by providing for safe housing and residential services in addition to ancillary services that will facilitate the speedy intake and increased retention of participants - resulting in less time spent incarcerated and reduced recidivism.

Department Recommendation: Superior Court Administration recommends the approval of this agreement.

Project Implications: The Oasis of Hope program is 100% grant funded by SAMHSA through CaringWorks. Approval of this agreement will ensure improving service delivery to offenders with drug and/or alcohol addiction.

Community Issues/Concerns: Superior Court Administration is not aware of any community concerns with the implementation of this project.

Department Issues/Concerns: Superior Court Administration is not aware of any community concerns with the implementation of this project.

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: Memorandum of Understanding

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

David Summerlin, Court Administrator, Superior Court, 404.612.4529

Grant Information Summary

Amount Requested:	N/A	<input type="checkbox"/>	Cash
Match Required:	N/A	<input type="checkbox"/>	In-Kind
Start Date:	1/01/2024	<input type="checkbox"/>	Approval to Award

Agenda Item No.: 24-0007

Meeting Date: 1/11/2024

End Date: 12/31/2024

☐ **Apply & Accept**

Match Account \$: N/A

Fiscal Impact / Funding Source

Funding Line 1: No Funding Needed

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment: N/A	Renewal/Extension Terms: Four Year Renewal Options

Overall Contractor Performance Rating: New

Would you select/recommend this vendor again?

Choose an item.

Report Period Start:
N/A

Report Period End:
N/A



MEMORANDUM OF UNDERSTANDING (MOU) between

CaringWorks, Inc. and Fulton County on behalf of The Accountability Court of Fulton County

This is an agreement between **CaringWorks, Inc.**, a domestic non-profit corporation with a principal address of 2785 LAWRENCEVILLE HWY, STE 205, DECATUR, GA, 30033, USA “CaringWorks” and Fulton County, Georgia, a political subdivision of the state of Georgia, on behalf of **The Accountability Court of Fulton County** hereinafter called “**FCAC**”; hereinafter referred to singularly as the “party” or collectively as the “parties”.

WHEREAS, CaringWorks created the Oasis of Hope program to expand substance use disorder (SUD) treatment and related recovery and reentry services to sentenced adults in the criminal justice system with a SUD and/or co-occurring substance use and mental disorders, who are returning to their families and community following a period of incarceration in state and local facilities including prisons, jails, or detention centers.

WHEREAS, FCAC came into existence in 1997 and is an intensive outpatient treatment program that provides an opportunity for those with substance use and mental health issues to get treatment and avoid jail time if they successfully complete the 18 to 24-month program. In addition to treatment, the participants receive judicial monitoring, peer mentoring services, assistance with housing, job training, GED/literacy services, and transportation assistance during the early stages of treatment.

WHEREAS, the parties enter into this MOU for the purposes of establishing a collaborative partnership, beginning January 1, 2024 through December 31, 2024 with four subsequent one-year renewal options if approved by the parties in writing, for a final end date of December 31, 2028 if all options are exercised, to implement the identified goals as outlined by the Oasis program:

- Goal # 1: Project participants will experience sustained sobriety and reduce their risk of recidivism.
- Goal #2: Project participants will demonstrate improvements in mental health functioning thus contributing to a reduction in their risk of recidivism.
- Goal #3: Participants will optimize their ability to achieve self-sufficiency and successfully deter the risk of recidivism.

NOW, THEREFORE, the parties agree mutually to collaborate as follows:

FCAC:	<ol style="list-style-type: none">1. Provide basic assessment for eligibility into the program.2. Refer appropriate individuals to CaringWorks who have provided a written, signed authorization for FCAC to share their health information and identifying information with CaringWorks. No referrals will be made for participant’s who do not authorize FCAC to share their health information and identifying information with CaringWorks.3. Provide intensive outpatient treatment.4. Offer judicial monitoring, peer mentoring services, job training, GED/literacy services and transportation services.5. Assure timely communications with CaringWorks, Inc regarding participant’s progress in Accountability Court and changes in their status that impact their participation in CaringWorks, Inc.’s Oasis of Hope program
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CaringWorks:	<ol style="list-style-type: none"> 1. Provide supportive housing and services including team-based case management, access to healthcare, employment assistance, and access to income support. 2. Develop individualized treatment plans and approaches. 3. Utilize evidence-based and population appropriate treatment services. 4. Provide drug testing as required for supervision, treatment adherence, and therapeutic intervention. 5. Screen for infectious diseases including HIV and viral hepatitis. 6. Develop a Memorandum of Understanding with Fulton County on behalf of The Accountability Court of Fulton County within 90 days of the receipt of funding.
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This MOU may be terminated without cause by either party, upon **thirty (30) days** written notice to the other party and providing their intent and rationale for doing so to the other party. This MOU shall be in effect upon the signature of authorized officials from both parties.

- The Accountability Court of Fulton County shall maintain records related to all work under this MOU and shall make such records available to review upon request by CaringWorks. Only records authorized for provision by the participants will be made available
- The parties agree to provide services in a non-discriminatory manner without discrimination or regard to race, age, sex, creed, religion, sexual orientation, national origin, or disability.
- The parties agree to carry out their responsibilities under this Agreement in compliance with all Federal, State and Local Laws and Regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.
 - Neither party may assign their rights and responsibilities under this Agreement without the prior written consent of the other party.
 - This Agreement shall be binding upon the parties, their permitted assigns, and their successors in interest. Changes to assigns must be documented and approved in writing by both parties.
 - If any term or provision of this agreement is found to be invalid, the remainder of the provisions shall remain in full force and effect and shall in no way be affected.
 - This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.
 - No modification or alteration of this agreement will be valid or effective unless such modification is made in writing and signed by all parties and affixed to this agreement as an amendment.
 - As between the parties, there shall be no payment for the services of either party to this MOU.
 - Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between FCAC and CaringWorks. Under no circumstances shall CaringWorks its directors, officers, employees, agents, successors, subcontractors or assigns, be deemed employees, agents, partners, successors, assigns or legal representatives of FCAC. At all times during its performance hereunder, CaringWorks shall be considered as an independent contractor and shall not become or be deemed to be an agent, servant, or employee of FCAC. CaringWorks acknowledges that any and all individuals supplied hereunder to provide the services required of CaringWorks shall be employees, contractors, or agents of CaringWorks. As between CaringWorks and FCAC, CaringWorks will be responsible for all FICA, Federal, and State withholding taxes and worker's compensation coverage, and for any and all employment benefits due employees, contractors, or agents of the CaringWorks.
- Professional Responsibility.

All the services required hereunder will be performed by the parties who shall be and remain fully qualified and shall be authorized or permitted under applicable federal, state, and local law to perform such services.

None of the work or services covered by this agreement shall be transferred, assigned, or subcontracted by CaringWorks without the prior written consent of the FCAC.

- Insurance.

Prior to entering into this agreement, CaringWorks shall provide FCAC with a certificate of insurance which demonstrates CaringWorks's insurance coverages:

- (1) workers compensation insurance as required by state law with employers liability insurance limits of not less than one million dollars (\$1,000,000.00) each accident/policy limit/each employee;
- (2) comprehensive general liability insurance, including contractual liability insurance, bodily injury, property damage, products and completed operations, personal and advertising injury, and any other type of liability for which this agreement/MOU shall apply with limits of liability on not less than one million dollars (\$1,000,000.00) each occurrence / two million dollars (\$2,000,000.00) policy aggregate;
- (3) commercial auto liability insurance with a policy limit on not less than one million dollars (\$1,000,000.00) aggregate limit for bodily injury, property damage, including any owned, non-owned, and hired auto liability coverage for such vehicles;
- (4) professional (medical malpractice) liability insurance with policy limits of not less than two million dollars (\$2,000,000) per claim/occurrence and policy aggregate. Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during the three (3) year term, CaringWorks shall procure and evidence full extended reporting period (erp) coverage.

Such certificates of insurance are to list Fulton County as an additional insured (except for workers compensation and professional liability). CaringWorks is obligated and shall keep an insurance policy in force and effect throughout the term of this agreement, which meets the above requirements. The obligations for CaringWorks to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve CaringWorks from any liability incurred as a result of their activities/operations in conjunction with this agreement.

CaringWorks shall send the FCAC a copy of its certificates of insurances upon each annual renewal of the policy, and shall provide written notice to FCAC immediately when and if it becomes aware of or receives notice from any insurance broker or company that coverage afforded under such policy or policies shall expire, be cancelled or altered. CaringWorks' insurance shall apply as primary insurance before any other insurance or self-insurance, including deductibles, non-contributory, and waiver of subrogation provided in favor of FCAC.

- Indemnification and defense

CaringWorks hereby agrees to defend, indemnify and hold harmless FCAC, along with its board members, directors, officers, employees, and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by CaringWorks, its directors, officers, employees, subcontractors, successor, assigns or agent of the CaringWorks or

otherwise in connection with its acceptance, or the performance, or nonperformance, of its obligations under this agreement.

CaringWorks further agrees to indemnify, defend, and hold harmless FCAC, its officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the worker's compensation act, disability benefits act, or any other employee benefits act arising out of injuries sustained by any employees of CaringWorks. These indemnities shall not be limited by reason of the listing of any insurance coverage. The provisions of this article, expressly including indemnification, survive the expiration or earlier termination of this agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of CaringWorks.

CaringWorks and **FCAC** indicate their agreement to go into effective the last date signed below:

CARINGWORKS, INC.

By: _____

Ashlee Starr
Chief Operating Officer

FULTON COUNTY, GEORGIA

By: _____

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM

Y. Soo Jo
County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0009

Meeting Date: 1/11/2024

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

Appointment of the Vice-Chairman.

Appointment of the Vice-Chairman of the Fulton County Board of Commissioners for a one-year term, in accordance to the current Fulton County Code § 101-36 (b), amended by the Board on October 20, 2021 (Item #21-0839).

1 **ORDINANCE AMENDING SECTION 101-36 (b) OF THE FULTON COUNTY**
2 **CODE RELATING TO THE SELECTION PROCESS FOR THE VICE-CHAIRMAN OF**
3 **THE FULTON COUNTY BOARD OF COMMISSIONERS**

4 **WHEREAS**, the Board of Commissioners ("Board") desires to adopt the former
5 policy of Fulton County Code § 101-36 (b) which required an election by four affirmative
6 votes for its Vice-Chairman's position from amongst all members; and

7 **WHEREAS**, in accordance to the current policy, adopted on January 24, 2018,
8 Fulton County Code § 101-36 (b) allows the Board to select its Vice-Chairman amongst
9 all members based on members seniority, dependent on their prior and current service in
10 that capacity; and
11

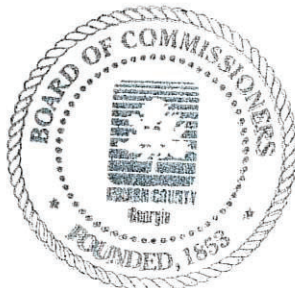
12 **NOW, THEREFORE BE IT ORDAINED**, by the Board of Commissioners of Fulton
13 County, Georgia that Fulton County Code § 101-36 (b) shall be amended to read as
14 follows:

15 (b) The board of commissioners, by four affirmative votes,
16 shall elect a vice-chairman at the first regular meeting held in
17 January, and the vice-chairman so elected shall be authorized
18 to preside at meetings of the board of commissioners in the
19 absence of the chairman and fulfill all of the duties of the
20 chairman due to the death or vacancy of the chairman. No
21 board member shall serve as vice-chairman until the member
22 has served at least two years on the Board.

23
24 **BE IT FURTHER ORDAINED**, that any ordinances or parts of ordinances in
25 conflict with this ordinance are hereby repealed.

26
27 **SO PASSED AND ADOPTED**, this 20th day of October, 2021.

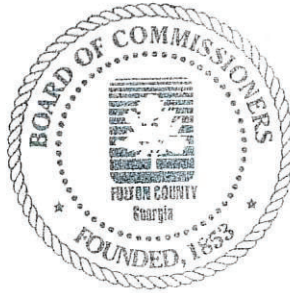
28
29 **SPONSORED BY:**




Liz Hausmann, Commissioner District 1

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11

ATTEST:



Tonya R. Grier

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Kaye W. Burwell

Kaye W. Burwell, Interim County Attorney

P:\CALegislation\BOC\CACContracts\10.26.2021 Ordinance Amending Selection Process for BOC Vice Chair.Revised per BOC Meeting_ (NLR) Final.docx



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0011

Meeting Date: 1/11/2024

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

Presentation of Proclamations and Certificates.

Proclamation recognizing "Michel "Marty" Turpeau, IV Remembrance Day."
(Abdur-Rahman/Arrington/BOC)

Proclamation recognizing "Lt. Col. Mike Russell Appreciation Day." **(Thorne)**

Proclamation recognizing "Digital Equity Day." **(Barrett)**

Proclamation recognizing "InspiredU Appreciation Day." **(Barrett)**

Proclamation recognizing "Atlanta Business League Appreciation Day." **(Hall)**

Proclamation recognizing "Marvin Wooley Appreciation Day." **(Hall)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0013

Meeting Date: 1/11/2024

Department

Finance

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

Review and approval of the FY2024 Final Adopted Budget and FY2024 Budget Resolution.

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

Approval of FY2024 Final Adopted Budget and FY2024 Budget Resolution and any other action deemed necessary by the BOC on the budget.

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.)*

Presentation and request approval of the following FY2024 Final Adopted Budgets and FY2024 Budget Resolution in accordance with the Budget ordinance which provides for the Board of Commissioners to approve the final budget either on the first meeting in January (January 10, 2024) or the second meeting in January (January 24, 2024).

- a) 2024 Final Adopted General Fund
- b) 2024 Final Adopted Fulton Industrial District Fund
- c) 2024 Final Adopted Animal Service Fund

- d) 2024 Final Adopted Communications “911” Fund
- e) 2024 Final Adopted Bond Fund
- f) 2024 Final Adopted Risk Management Fund
- g) 2024 Final Adopted Wolf Creek Fund
- h) 2024 Final Adopted Special Appropriations Funds
- i) 2024 Final Adopted Updated Personnel Control Schedule (New Position List)
- i) 2024 Final Adopted Annual Hardware/Software Maintenance and Support Contracts List

The Administration is currently in the process of finalizing the final adopted budget documents and will provide the budget materials to the Board of Commissioners on or before January 10, 2024.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0014

Meeting Date: 1/11/2024

Department

Real Estate and Asset Management

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

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 23ITB138741K-JAJ, Task Order Contract for Minor Construction in an amount not to exceed \$6,000,000.00 with (A) Brad Construction Company II, LLC (Fayetteville, GA) in an amount not to exceed \$1,200,000.00; (B) Hawk Construction Company, LLC (Ellenwood, GA) in an amount not to exceed \$1,200,000.00; (C) Complete Contracting Partners, LLC (Powder Springs, GA) in an amount not to exceed \$1,200,000.00; (D) Rubio and Sons Interior, Inc. (Hoschton, GA), in an amount not to exceed \$1,200,000.00; and (E) Osprey Management, LLC (Marietta, GA) in an amount not to exceed \$1,200,000.00, to provide standby repair, alteration, modernization, maintenance, and rehabilitation construction services. Effective January 1, 2024, through December 31, 2024, with three renewal options.

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

In accordance with the State of Georgia O.C.G.A. § 36-91, Georgia Local Government Public Works Construction Law, all competitive sealed bids costing \$100,000.00 or more for public works construction projects 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 standby "Task Order Contract for Minor Construction Projects" allows the County to complete small construction projects in a timely manner on an "task order" basis

for the County for FY2024.

Scope of Work: 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 necessary to perform the work authorized by issued work orders.

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

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

Procedure for Basis of Award:

The recommendation was based on the bidder's price for overall adjustment factor to be applied against the R.S. Means building construction cost data unit pricing to determine the lowest responsive and responsible bidders. This factor is applied against the total cost, which includes overhead and profit.

The recommendation was also based on the bidder's submittal of required professional certifications/licenses such as Georgia general contractor's license, statement of qualification and technical competence, experience and business operation, and the ability to provide an affirmation letter from a bonding agent or a surety company verifying the ability to obtain a bond contingent upon their successful approval of contract agreement with the County.

The Department received and evaluated nine (9) responses to the solicitation. Brad Construction Company II, LLC submitted the overall lowest responsive and responsive R.S. Means bid @ .89, Hawk Construction submitted the 2nd lowest R.S. Means bid @ 0.935, Complete Contracting Partners submitted the 3rd lowest R.S. Means bid @ 0.9500, Rubio and Sons Interior, Inc. submitted the 4th lowest R.S. Means bid @ 0.95915, Osprey submitted the 5th lowest R.S. Means bid @ 0.9949, Engineering Design Technologies, Inc. submitted the 6th lowest R.S. Means bid @ 1.065, Paryani Construction submitted the 7th lowest R.S. Means bid @ 1.155, BM&K Construction, Inc. submitted the 8th lowest R.S. Means bid @ 1.400, and Greenheart Construction, Inc. submitted the 9th lowest R.S. Means bid @ 1.650.

Having multiple general contractors provides the County with maximum flexibility and sufficient manpower resources in order to respond to the scope and complexity of the service needs.

These are time and materials contracts that require covering the cost for management, design, labor, building materials, and architectural and engineering support. The requested spending authority in the total amount of \$6,000,000.00 is sufficient to cover these anticipated costs for FY2024.

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. This contract will 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 these contracts are 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 on a timely basis.

Contract Modification: This is a new procurement

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

Contract Value: \$6,000,000.00

(A)

Prime Vendor: Brad Construction Company II, LLC
Prime Status: African American Male Business Enterprise
Location: Fayetteville, GA
County: Fayette County
Prime Value: \$900,000.00 or 75.00%

Subcontractor: Best Rate Plumbing
Subcontractor Status: African American Male Business Enterprise
Location: Douglasville, GA
County: Douglas County
Subcontractor Value: \$120,000.00 or 10.00%

Subcontractor: Maintenance Unlimited HVAC
Subcontractor Status: African American Male Business Enterprise
Location: East Point, GA
County: Fulton County
Subcontractor Value: \$120,000.00 or 10.00%

Subcontractor: Forward Fire Protection
Subcontractor Status: African American Male Business Enterprise
Location: Buford, GA
County: Gwinnett County
Subcontractor Value: \$60,000.00 or 5.00%

Total Contract Value: \$1,200,000.00 or 100.00%
Total Certified Value: \$1,200,000.00 or 100.00%

(B)

Prime Vendor: Hawk Construction Company, LLC
Prime Status: African American Male Business Enterprise
Location: Ellenwood, GA
County: DeKalb County
Prime Value: \$720,000.00 or 60.00%

Subcontractor Value: TBD

Subcontractors: The Contractor must identify the subcontractors that will be utilized for this project.

Total Contract Value: \$1,200,000.00 or 100.00%
Total Certified Value: TBD

(C)

Prime Vendor: Complete Contracting Partners, LLC
Prime Status: African American Male Business Enterprise
Location: Powder Springs, GA
County: Cobb County
Prime Value: \$1,020,000.00 or 85.00%

Subcontractor: Bakop Construction
Subcontractor Status: African American Male Business Enterprise
Location: Douglasville, GA
County: Douglas County
Subcontractor Value: \$180,000.00 or 15.00%

Total Contract Value: \$1,200,000.00 or 100.00%
Total Certified Value: \$1,200,000.00 or 100.00%

(D)

Prime Vendor: Rubio and Sons Interior, Inc
Prime Status: Non-Minority
Location: Hoschton, GA
County: Jackson County
Prime Value: \$646,080.00 or 53.84%

Subcontractor: Quick Action Plumbers
Subcontractor Status: African American Female Business Enterprise
Location: Austell, GA
County: Cobb County
Subcontractor Value: TBD

Subcontractor: TLS Electrical Contractors
Subcontractor Status: Small Business Enterprise
Location: Smyrna, GA

County: Cobb County
Subcontractor Value: TBD

Subcontractor: Noah Drywall
Subcontractor Status: Non-Minority
Location: Norcross, GA
County: Gwinnett County
Subcontractor Value: TBD

Subcontractor: Acomfort By Design
Subcontractor Status: White Female Business Enterprise
Location: Griffin, GA
County: Spalding County
Subcontractor Value: TBD

Total Contract Value: \$1,200,000.00 or 100.00%
Total Certified Value: TBD

(E)

Prime Vendor: Osprey Management, LLC
Prime Status: African American Male Business Enterprise
Location: Marietta, GA
County: Cobb County
Prime Value: \$240,000.00 or 20.00%

Subcontractor: Engineered Solutions of Georgia
Subcontractor Status: Hispanic Male Business Enterprise
Location: Marietta, GA
County: Cobb County
Subcontractor Value: TBD

Subcontractor: Airco
Subcontractor Status: White Female Business Enterprise
Location: Newnan, GA
County: Coweta County
Subcontractor Value: TBD

Subcontractor: Cleanstar National
Subcontractor Status: Non-Minority
Location: Marietta, GA
County: Cobb County
Subcontractor Value: TBD

Subcontractor: Kodac Constuction
Subcontractor Status: African American Male Business Enterprise

Location: Birmingham, AL
County: Baldwin County
Subcontractor Value: TBD

Subcontractor: DH Pace, DBA Overhead Doors
Subcontractor Status: Non-Minority
Location: Peachtree Corners, GA
County: Gwinnett County
Subcontractor Value: TBD

Subcontractor: First Atlanta
Subcontractor Status: African American Male Business Enterprise
Location: McDonough, GA
County: Henry County
Subcontractor Value: TBD

Subcontractor: J.R. Electrical
Subcontractor Status: Hispanic Male Business Enterprise
Location: Marietta, GA
County: Cobb County
Subcontractor Value: TBD

Subcontractor: Paramount Cutting Contractors
Subcontractor Status: African American Male Business Enterprise
Location: Loganville, GA
County: Gwinnett County
Subcontractor Value: TBD

Subcontractor: Raymond Engineering
Subcontractor Status: Hispanic Male Business Enterprise
Location: Conyers, GA
County: Rockdale County
Subcontractor Value: TBD

Subcontractor: Commercial Drywall Contractors, Inc
Subcontractor Status: Hispanic Male Business Enterprise
Location: Houston, TX
County: Harris County
Subcontractor Value: TBD

Subcontractor: SSD Contracting, Inc
Subcontractor Status: Hispanic Male Business Enterprise
Location: Chamblee, GA
County: DeKalb County
Subcontractor Value: TBD

Subcontractor: Lost Mountain Electrical - Mayer Electric
Subcontractor Status: White Female Business Enterprise
Location: Powder Springs, GA
County: Cobb County
Subcontractor Value: TBD

Subcontractor: Ed Scott Trucking
Subcontractor Status: White Female Business Enterprise
Location: Kennesaw, GA
County: Cobb County
Subcontractor Value: TBD

Subcontractor: DJJ Enterprise
Subcontractor Status: African American Female Business Enterprise
Location: Snellville, GA
County: Gwinnett County
Subcontractor Value: TBD

Subcontractor: AJS Construction Inc
Subcontractor Status: African American Male Business Enterprise
Location: Marietta, GA
County: Cobb County
Subcontractor Value: TBD

Subcontractor: Cronos Contractors
Subcontractor Status: Hispanic Male Business Enterprise
Location: Norcross, GA
County: Gwinnett County
Subcontractor Value: TBD

Subcontractor: Carnes Contract Floors Inc
Subcontractor Status: Non-Minority
Location: Tucker, GA
County: DeKalb County
Subcontractor Value: TBD

Subcontractor: DCO Commercial Floors Inc
Subcontractor Status: Non-Minority
Location: Lawrenceville, GA
County: Gwinnett County
Subcontractor Value: TBD

Subcontractor: Dusty Greer Roofing
Subcontractor Status: Non-Minority
Location: Monroe, GA
County: Walton County

Agenda Item No.: 24-0014

Meeting Date: 1/11/2024

Subcontractor Value: TBD

Total Contract Value: \$1,200,000.00 or 100.00%

Total Certified Value: TBD

Grand Contract Value: \$6,000,000.00 or 100.00%

Grand Certified Value: TBD

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

Exhibit 1: Bid Tabulation Sheet

Exhibit 2: Contractor's Performance Reports

Exhibit 3: Department Recommendation Memo

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00

Previous Adjustments: \$0.00

This Request: \$6,000,000.00

TOTAL: \$6,000,000.00

Grant Information Summary

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

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

Fiscal Impact / Funding Source

Funding Line 1:

500-520-5200-TBD: Capital, Real Estate and Asset Management, To-Be Determine -\$6,000,000.00.

This is a Standby Contract that is dependent on the availability of resources provided as part of DREAM Pay as You Go capital program, FCURA bond, and end-user/departmental operating/capital funding as identified adopted for FY2024. Purchase Order will be guided by the available adopted FY2024 Pay as you Go funding.

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: Three renewal options

Overall Contractor Performance Rating:

Brad Construction Company II, LLC	82
Hawk Construction Company, LLC	85
Complete Contracting Partners, LLC	85
Rubio and Sons Interior, Inc.	91
Osprey Management, LLC	No service provided to evaluate

Would you select/recommend this vendor again?

Yes

Report Period Start: 7/1/2023	Report Period End: 9/30/2023
---	--



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0014

Meeting Date: 1/10/2024

Department

Real Estate and Asset Management

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

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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 standby "Task Order Contract for Minor Construction Projects" allows the County to complete small construction projects in a timely manner on an "task order" basis

for the County for FY2024.

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

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These are time and materials contracts that require covering the cost for management, design, labor, building materials, and architectural and engineering support. The requested spending authority in the total amount of \$6,000,000.00 is sufficient to cover these anticipated costs for FY2024.

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. This contract will 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 these contracts are 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 on a timely basis.

Contract Modification: This is a new procurement

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

Contract Value: \$6,000,000.00

(A)

Prime Vendor: Brad Construction Company II, LLC
Prime Status: African American Male Business Enterprise
Location: Fayetteville, GA
County: Fayette County
Prime Value: \$900,000.00 or 75.00%

Subcontractor: Best Rate Plumbing
Subcontractor Status: African American Male Business Enterprise
Location: Douglasville, GA
County: Douglas County
Subcontractor Value: \$120,000.00 or 10.00%

Subcontractor: Maintenance Unlimited HVAC
Subcontractor Status: African American Male Business Enterprise
Location: East Point, GA
County: Fulton County
Subcontractor Value: \$120,000.00 or 10.00%

Subcontractor: Forward Fire Protection
Subcontractor Status: African American Male Business Enterprise
Location: Buford, GA
County: Gwinnett County
Subcontractor Value: \$60,000.00 or 5.00%

Total Contract Value: \$1,200,000.00 or 100.00%
Total Certified Value: \$1,200,000.00 or 100.00%

(B)

Prime Vendor: Hawk Construction Company, LLC
Prime Status: African American Male Business Enterprise
Location: Ellenwood, GA
County: DeKalb County
Prime Value: \$720,000.00 or 60.00%

Subcontractor Value: TBD

Subcontractors: The Contractor must identify the subcontractors that will be utilized for this project.

Total Contract Value: \$1,200,000.00 or 100.00%
Total Certified Value: TBD

(C)

Prime Vendor: Complete Contracting Partners, LLC
Prime Status: African American Male Business Enterprise
Location: Powder Springs, GA
County: Cobb County
Prime Value: \$1,020,000.00 or 85.00%

Subcontractor: Bakop Construction
Subcontractor Status: African American Male Business Enterprise
Location: Douglasville, GA
County: Douglas County
Subcontractor Value: \$180,000.00 or 15.00%

Total Contract Value: \$1,200,000.00 or 100.00%
Total Certified Value: \$1,200,000.00 or 100.00%

(D)

Prime Vendor: Rubio and Sons Interior, Inc
Prime Status: Non-Minority
Location: Hoschton, GA
County: Jackson County
Prime Value: \$646,080.00 or 53.84%

Subcontractor: Quick Action Plumbers
Subcontractor Status: African American Female Business Enterprise
Location: Austell, GA
County: Cobb County
Subcontractor Value: TBD

Subcontractor: TLS Electrical Contractors
Subcontractor Status: Small Business Enterprise
Location: Smyrna, GA

County: Cobb County
Subcontractor Value: TBD

Subcontractor: Noah Drywall
Subcontractor Status: Non-Minority
Location: Norcross, GA
County: Gwinnett County
Subcontractor Value: TBD

Subcontractor: Acomfort By Design
Subcontractor Status: White Female Business Enterprise
Location: Griffin, GA
County: Spalding County
Subcontractor Value: TBD

Total Contract Value: \$1,200,000.00 or 100.00%
Total Certified Value: TBD

(E)

Prime Vendor: Osprey Management, LLC
Prime Status: African American Male Business Enterprise
Location: Marietta, GA
County: Cobb County
Prime Value: \$240,000.00 or 20.00%

Subcontractor: Engineered Solutions of Georgia
Subcontractor Status: Hispanic Male Business Enterprise
Location: Marietta, GA
County: Cobb County
Subcontractor Value: TBD

Subcontractor: Airco
Subcontractor Status: White Female Business Enterprise
Location: Newnan, GA
County: Coweta County
Subcontractor Value: TBD

Subcontractor: Cleanstar National
Subcontractor Status: Non-Minority
Location: Marietta, GA
County: Cobb County
Subcontractor Value: TBD

Subcontractor: Kodac Constuction
Subcontractor Status: African American Male Business Enterprise

Location: Birmingham, AL
County: Baldwin County
Subcontractor Value: TBD

Subcontractor: DH Pace, DBA Overhead Doors
Subcontractor Status: Non-Minority
Location: Peachtree Corners, GA
County: Gwinnett County
Subcontractor Value: TBD

Subcontractor: First Atlanta
Subcontractor Status: African American Male Business Enterprise
Location: McDonough, GA
County: Henry County
Subcontractor Value: TBD

Subcontractor: J.R. Electrical
Subcontractor Status: Hispanic Male Business Enterprise
Location: Marietta, GA
County: Cobb County
Subcontractor Value: TBD

Subcontractor: Paramount Cutting Contractors
Subcontractor Status: African American Male Business Enterprise
Location: Loganville, GA
County: Gwinnett County
Subcontractor Value: TBD

Subcontractor: Raymond Engineering
Subcontractor Status: Hispanic Male Business Enterprise
Location: Conyers, GA
County: Rockdale County
Subcontractor Value: TBD

Subcontractor: Commercial Drywall Contractors, Inc
Subcontractor Status: Hispanic Male Business Enterprise
Location: Houston, TX
County: Harris County
Subcontractor Value: TBD

Subcontractor: SSD Contracting, Inc
Subcontractor Status: Hispanic Male Business Enterprise
Location: Chamblee, GA
County: DeKalb County
Subcontractor Value: TBD

Subcontractor: Lost Mountain Electrical - Mayer Electric
Subcontractor Status: White Female Business Enterprise
Location: Powder Springs, GA
County: Cobb County
Subcontractor Value: TBD

Subcontractor: Ed Scott Trucking
Subcontractor Status: White Female Business Enterprise
Location: Kennesaw, GA
County: Cobb County
Subcontractor Value: TBD

Subcontractor: DJJ Enterprise
Subcontractor Status: African American Female Business Enterprise
Location: Snellville, GA
County: Gwinnett County
Subcontractor Value: TBD

Subcontractor: AJS Construction Inc
Subcontractor Status: African American Male Business Enterprise
Location: Marietta, GA
County: Cobb County
Subcontractor Value: TBD

Subcontractor: Cronos Contractors
Subcontractor Status: Hispanic Male Business Enterprise
Location: Norcross, GA
County: Gwinnett County
Subcontractor Value: TBD

Subcontractor: Carnes Contract Floors Inc
Subcontractor Status: Non-Minority
Location: Tucker, GA
County: DeKalb County
Subcontractor Value: TBD

Subcontractor: DCO Commercial Floors Inc
Subcontractor Status: Non-Minority
Location: Lawrenceville, GA
County: Gwinnett County
Subcontractor Value: TBD

Subcontractor: Dusty Greer Roofing
Subcontractor Status: Non-Minority
Location: Monroe, GA
County: Walton County

Agenda Item No.: 24-0014

Meeting Date: 1/10/2024

Subcontractor Value: TBD

Total Contract Value: \$1,200,000.00 or 100.00%

Total Certified Value: TBD

Grand Contract Value: \$6,000,000.00 or 100.00%

Grand Certified Value: TBD

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

Exhibit 1: Bid Tabulation Sheet

Exhibit 2: Contractor's Performance Reports

Exhibit 3: Department Recommendation Memo

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00

Previous Adjustments: \$0.00

This Request: \$6,000,000.00

TOTAL: \$6,000,000.00

Grant Information Summary

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

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

Fiscal Impact / Funding Source

Funding Line 1:

500-520-5200-TBD: Capital, Real Estate and Asset Management, To-Be Determine -\$6,000,000.00.

This is a Standby Contract that is dependent on the availability of resources provided as part of DREAM Pay as You Go capital program, FCURA bond, and end-user/departmental operating/capital funding as identified adopted for FY2024. Purchase Order will be guided by the available adopted FY2024 Pay as you Go funding.

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: Three renewal options

Overall Contractor Performance Rating:

Brad Construction Company II, LLC	82
Hawk Construction Company, LLC	85
Complete Contracting Partners, LLC	85
Rubio and Sons Interior, Inc.	91
Osprey Management, LLC	No service provided to evaluate

Would you select/recommend this vendor again?

Yes

Report Period Start:
7/1/2023

Report Period End:
9/30/2023

[illegible]

Performance Evaluation Details

ID	E6
Project	Standby Emergency Repair and Restoration Services
Project Number	20RFP127348C-CG
Supplier	CRM SERVICES LLC
Supplier Project Contact	Quincy Collins (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	07/10/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/10/2023 12:30 PM EDT
Completion Date	07/10/2023 12:30 PM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments

Complete Contracting Partners has met contract requirements with very minimal quality problems.

TIMELINESS OF PERFORMANCE

17/20

Rating

Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments

There are minimal delays that impact achievement of contract requirements. Contractor needs to improve on delivery of estimates and invoices to administrator of Restoration & Mitigations.

BUSINESS RELATIONS

17/20

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

Response to inquiries and technical ,service administrative needs exceeds Government expectations.

CUSTOMER SATISFACTION

17/20

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

Contractor representatives communicates routinely with the User Department professionally.

COST CONTROL

17/20

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments

Compliance with contracting pricing , minor cost discrepancies identified by User Department that require explanations and quickly resolves cost and price issues .

GENERAL COMMENTS

Comments

Overall , Complete Contract Partners have met and slightly exceeded expectations during this evaluation period. Due to lost of some key personnel and staff shortage the vendor has slightly regressed in performance but I am comfortable they will recharge and advance..

Performance Evaluation Details

ID	E1
Project	Task Order Contract for Minor Construction Projects
Project Number	19ITB432768K-JAJ(D)
Supplier	Hawk Construction Company LLC
Supplier Project Contact	Miles Traylor (preferred language: English)
Performance Program	Construction Services
Evaluation Period	07/01/2023 to 09/30/2023
Effective Date	11/29/2023
Evaluation Type	Formal
Interview Date	11/29/2023
Expectations Meeting Date	11/29/2023
Status	Completed
Publication Date	11/29/2023 12:43 PM EST
Completion Date	11/29/2023 12:43 PM EST
Evaluation Score	85

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 ahead of the expected timetable and delivered a resolution 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 to repair flooring for front reception desks at twelve (12) senior centers.

OVERALL CONSTRUCTION PROJECT MANAGEMENT

17/20

Rating

Excellent: Commendable Project Management that exceeds in some areas.

Comments

Responsiveness to inquiries has been prompt coming from their service manager and field technicians to the communications from their office managers were clear and transparent. Hawk was dedicated to delivering quoted work and craftsmanship.

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

The office manager displayed a high level of professionalism and often went out their way to ensure that DREAM's key personnel were updated on their progress and responded reports. Hawk was reliable and amicable to repairing any issues with installation.

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

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



INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM *JD*

DATE: November 29, 2023

SUBJECT: Contractor's Performance Report – Osprey Management, LLC

The Contractor listed below to our knowledge has never provided any professional goods or services to Fulton County's Department of Real Estate and Asset Management:

PROJECT: Task Order Contract for Minor Construction Projects

PROJECT NO.: ITB #23ITB138741K-JAJ

CONTRACTOR: Osprey Management, LLC
1640 Powers Ferry Road
Bldg. 26, Ste 200
Marietta, GA 30067

POC: Mr. Kelvin D. King, President/Owner

PHONE: (470) 726-2556

EMAIL: kking@contractosprey.com

If you have any questions, please contact Harry Jordan at (404) 612-5933

JD/TD/SB/haj

C: Tim Dimond, Deputy Director, DREAM
Sam T. Bakare, Administrator, Building Construction
Dulce M. Guzman, Senior Construction Project Manager

Performance Evaluation Details

ID	E1
Project	Task Order Contract for Minor Construction Projects
Project Number	19ITB432768K-JAJ(F)
Supplier	Rubio and Son Interiors, Inc.
Supplier Project Contact	Victoria Rubio (preferred language: English)
Performance Program	Construction Services
Evaluation Period	07/01/2023 to 09/30/2023
Effective Date	11/29/2023
Evaluation Type	Formal
Interview Date	11/29/2023
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	11/29/2023 12:41 PM EST
Completion Date	11/29/2023 12:41 PM EST
Evaluation Score	91

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

Contractor Met construction milestones as scheduled.

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

Contractor maintained construction budget and submitted invoices as requested.

OVERALL CONSTRUCTION PROJECT MANAGEMENT

17/20

Rating

Excellent: Commendable Project Management that exceeds in some areas.

Comments

Contractor was attentive to customer request related to scope, schedule, quality of work and/or budget.

COST CONTROL

20/20

Rating

Outstanding: Proactive tracking and forecasting of the construction contract on a regular basis. This includes expedited and relevant input on Contractor claim submissions, with thorough justification and guidance on cost control of the construction contract. Proactively documents to the User Department potential cost overruns.

Comments

Contractor managed cost control of the construction budget very well without cost overruns.

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

Performance Evaluation Details

ID	E5
Project	Glass and Plexiglas Repair and Maintenance
Project Number	20ITB126868C-CG
Supplier	Brad Construction Company II
Supplier Project Contact	Neal Morrison (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	07/03/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/03/2023 08:46 PM EDT
Completion Date	07/03/2023 08:46 PM EDT
Evaluation Score	82

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments

Vendor's performance on the contract was very good. Vendor has technicians and staff that are knowledgeable and experienced. Work performed always met requirements in the contract and quality standards

TIMELINESS OF PERFORMANCE

14/20

Rating

Satisfactory: There are no, or minimal, delays that impact achievement of contract requirements.

Comments

Met timelines and delivery requirements in most cases. There have been delays in some project, like the Juvenile Curtain wall glass replacement, but those were related to supply chain response. There was no serious impact to Department's functioning and quality of work

BUSINESS RELATIONS

17/20

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

Vendor takes effort to maintain good communication with Fulton County's representative. Vendor always responded to calls or returned all calls swiftly. Inquiries and request for information are responded promptly

CUSTOMER SATISFACTION

17/20

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

Contractor met requirements of great customer satisfaction when their communication, response to quality issues and professionalism in carrying out work are evaluated. There was no occasion of any negative response from the vendor

COST CONTROL

17/20

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments

Prices are slightly high compared to market rates. However, the task assigned were ones that required high technical skill and unconventional logistics. Invoices were presented in time and the charges were accurate and as required in the contract.

GENERAL COMMENTS

Comments

This contractor has skills and experience beyond glass repair and therefore assists County in multiple ways.



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Chief Purchasing Agent,
Director of Purchasing and Contract Compliance

FROM: Joseph Davis, Director, DREAM *JD*

DATE: November 29, 2023

SUBJECT: Recommendation Award – ITB #23ITB138741K-JAJ,
Task Order Contract for Minor Construction Projects-
FY2024

Recommendation: We are recommending approval of the lowest responsible bidders for, ITB #23ITB138741K-JAJ, Task Order Contract for Minor Construction Projects in the total amount of \$6,000,000 with (A) Brad Construction Company II, LLC (Fayetteville, GA) in the amount of \$1,200,000; (B) Hawk Construction Company, LLC (Ellenwood, GA) in the amount of \$1,200,000; (C) Complete Contracting Partners, LLC (Powder Springs, GA) in the amount of \$1,200,000; (D) Rubio and Sons Interior, Inc. (Hoschton, GA), in the amount of \$1,200,000; and (E) Osprey Management, LLC (Marietta, GA) in the amount of \$1,200,000, to provide standby repair, alteration, modernization, maintenance, rehabilitation, construction, etc.... of buildings, structures, or other real property projects based upon on an “task order” basis for Fulton County. Effective dates: January 1, 2024, through December 31, 2024, with three one-year renewal options.

DISCUSSION: The recommendation was based on the bidder’s price for overall adjustment factor to be applied against the R.S. Means building construction cost data unit pricing to determine the lowest responsive and responsible bidders. This factor is applied against the total cost, which includes overhead and profit.

The recommendation was also based on the bidder’s submittal of required professional certifications/licenses such as; Georgia general contractors license, statement of qualification and technical competence, experience & business operation, and the ability to provide affirmation letter from a bonding agent or a Surety Company verifying the ability to obtain a bond contingent upon their successful approval of contract agreement with the County.

The Department received and evaluated nine (9) responses to the solicitation. Brad Construction Company II, LLC submitted the overall lowest responsible and responsive R.S. Means bid @ .89, Hawk Construction Company, LLC submitted the 2nd lowest R.S. Means bid @ 0.935, Complete Contracting Partners submitted the 3rd lowest R.S. Means bid @ 0.9500, Rubio and Sons Interior, Inc. submitted the 4th lowest R.S. Means bid @ 0.95915, Osprey Management, LLC submitted the 5th lowest R.S. Means bid @ 0.9949, Engineering Design Technologies, Inc. submitted the 6th lowest R.S. Means bid @ 1.065, Paryani

Construction submitted the 7th lowest R.S. Means bid @ 1.155, BM&K Construction, Inc. submitted the 8th lowest R.S. Means bid @ 1.400, and Greenheart Construction, Inc. submitted the 9th lowest R.S. Means bid @ 1.650.

After determining these factors, we recommend awarding contracts to Brad Construction Company II, LLC, Hawk Construction Company, LLC, Complete Contracting Partners, LLC, Rubio and Sons Interior, Inc., and Osprey Management, LLC for submitting the lowest responsible and responsive bids to provide standby task order contract for minor construction projects for Fulton County for FY2024. Four of the five recommended bidders; Brad Construction Company II, LLC, Hawk Construction Company, LLC, Complete Contracting Partners, LLC and Rubio and Sons Interior, Inc. have performed very good and highly competent as general contractors for Fulton County as stated in their performance reports.

Recommended Bidder	R.S. Means Base Bid	Award Authority
Brad Construction Company II, LLC	.89	\$1,200,000.00
Hawk Construction Company, LLC	0.935	\$1,200,000.00
Complete Contracting Partners, LLC	0.9500	\$1,200,000.00
Rubio and Sons Interior, Inc.	0.95915	\$1,200,000.00
Osprey Management, LLC	0.9949	\$1,200,000.00

This is a Standby Contract that is dependent on the availability of resources provided as part of DREAM Pay as You Go capital program, FCURA bond, and end-user/departamental operating/capital funding as identified” adopted for FY2024.

Having multiple general contractors will provide the County with maximum flexibility and sufficient manpower resources in order to respond to the scope and complexity of the service needs.

These are time and materials contracts that require covering the cost for management, design, labor building materials, labor, architectural and engineering support. The requested spending authority in the total amount of \$6,000,000 is sufficient to cover these anticipated costs for FY2024.

Authorized Signature: *Joseph Davis*
Joseph N. Davis Date: 11/29/2023
(By Director/Deputy Director)

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

Cc. Tim Dimond, Deputy Director, DREAM
 Sam Bakare, Administrator, Building Construction, DREAM

Dulce M. Guzman, Senior Construct Project Manager, DREAM
Darlene Banks, CAPA, K Team, Purchasing & Contract Compliance
James Jones, APA, K Team, Purchasing & Contract Compliance
Harry Jordan, Contract Administrator, DREAM
Khandi Flowers, Contract Administrator, Purchasing & Compliance/DREAM
Joanna Hernandez, Contracting Officer, Purchasing & Compliance/DREAM



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0015

Meeting Date: 1/11/2024

Department

Public Works

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

Request approval of the lowest responsible bidder - Department of Public Works, 23ITB458876A-KM, Small Water Meter Installation in an amount not to exceed \$620,000.00 with Jewel of the South Inc., (Conyers, GA), to provide small water meter installation services effective January 1, 2024 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 \$100,000.00 shall be forwarded to the Board of Commissioners for approval.

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: To provide small water meter installation services.

Scope of Work: The contract allows a private contractor to install and replace small water meters (under 2") as necessary for new water service customers and to achieve the Department's goal of maintaining system reliability and ensuring fiscal responsibility.

This type of contractual service has been found to serve the North Fulton area well. The Water Services Division, working with developers and commercial contractors, has been able to establish a good working relationship in providing the timely installation of new water service which the small

meter installation contract provides.

Community Impact: As part of continued development activity in North Fulton, there is a need to provide new water meter connections to serve developments from the existing water mains. Additionally, an increase in correct metering of small services has resulted in an increase in revenue and decreased unaccounted usage of water in the water system.

Department Recommendation: The Department of Public Works recommends approval.

Project Implications: The Small Meter installation contract provides for the installation of new service meters for new customers. The service provides for timely installation of new small meter service while working with developers so as not to impact the development timetable.

Community Issues/Concerns: No community issues/concerns have been raised by constituents

Department Issues/Concerns: The Department of Public Works does not have any issues or concerns with this contract award.

Contract Modification: New Procurement

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

Contract Value: \$620,000.00

Prime Vendor: Jewel of the South
Prime Status: African American Female Business Enterprise
Location: Conyers, GA
County: Rockdale County
Prime Value: \$620,000.00 or 100.00%

Total Contract Value: \$620,000.00 or 100.00%

Total Certified Value: \$620,000.00 or 100.00%

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

Exhibit 1: Recommendation Award Memo

Exhibit 2: Bid Tabulation Sheet

Exhibit 3: New Vendor Memo

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

Nick Ammons, Deputy Director, 404-612-7530

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$620,000.00
TOTAL: \$620,000.00

Grant Information Summary

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

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

203-540-5453-1160: Water & Sewer R & E, Public Works, Professional Services - \$620,000.00

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: 2 renewal options remain

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

Choose an item.

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



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0015

Meeting Date: 1/10/2024

Department

Public Works

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

Request approval of the lowest responsible bidder - Department of Public Works, 23ITB458876A-KM, Small Water Meter Installation in an amount not to exceed \$620,000.00 with Jewel of the South Inc., (Conyers, GA), to provide small water meter installation services effective January 1, 2024 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 \$100,000.00 shall be forwarded to the Board of Commissioners for approval.

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: To provide small water meter installation services.

Scope of Work: The contract allows a private contractor to install and replace small water meters (under 2") as necessary for new water service customers and to achieve the Department's goal of maintaining system reliability and ensuring fiscal responsibility.

This type of contractual service has been found to serve the North Fulton area well. The Water Services Division, working with developers and commercial contractors, has been able to establish a good working relationship in providing the timely installation of new water service which the small

meter installation contract provides.

Community Impact: As part of continued development activity in North Fulton, there is a need to provide new water meter connections to serve developments from the existing water mains. Additionally, an increase in correct metering of small services has resulted in an increase in revenue and decreased unaccounted usage of water in the water system.

Department Recommendation: The Department of Public Works recommends approval.

Project Implications: The Small Meter installation contract provides for the installation of new service meters for new customers. The service provides for timely installation of new small meter service while working with developers so as not to impact the development timetable.

Community Issues/Concerns: No community issues/concerns have been raised by constituents

Department Issues/Concerns: The Department of Public Works does not have any issues or concerns with this contract award.

Contract Modification: New Procurement

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

Contract Value: \$620,000.00

Prime Vendor: Jewel of the South
Prime Status: African American Female Business Enterprise
Location: Conyers, GA
County: Rockdale County
Prime Value: \$620,000.00 or 100.00%

Total Contract Value: \$620,000.00 or 100.00%
Total Certified Value: \$620,000.00 or 100.00%

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

Exhibit 1: Recommendation Award Memo
Exhibit 2: Bid Tabulation Sheet
Exhibit 3: New Vendor Memo

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

Nick Ammons, Deputy Director, 404-612-7530

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$620,000.00
TOTAL: \$620,000.00

Grant Information Summary

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

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

203-540-5453-1160: Water & Sewer R & E, Public Works, Professional Services - \$620,000.00

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: 2 renewal options remain

Overall Contractor Performance Rating: New vendor

Would you select/recommend this vendor again?

Choose an item.

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

**DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM**



**FULTON
COUNTY**

TO: Felicia Strong-Whitaker, Purchasing
FROM: David Clark, Director *DC*
DATE: December 4, 2023
SUBJECT: 23ITB458876A-KM, Small Water Meter Installation

On August 17, 2023, the Department of Purchasing opened the subject Invitation to Bid (ITB). There were four (4) responses. The K&E Group provided the overall lowest bid, but was assessed to be not responsible as the references provided a lack of experience in small water meter installation. Jewel of the South Inc. provided the overall lowest responsive and responsible bid.

Therefore, the Department of Public Works is recommending an award to the overall lowest responsive and responsible bidder, Jewel of the South Inc., in the amount of \$620,000.00.

If you require additional information, please contact David Clark at 404-612-2804.

cc: *NA* Nick Ammons, Deputy Director, Public Works
Gerald Pace, Deputy Director, Administration, Public Works
Brian Jones, Chief Assistant Purchasing Agent, Purchasing

23TB458876A-KM - Small Water Meter Installation			VENDOR NAME		VENDOR NAME		VENDOR NAME		VENDOR NAME	
			Wade Cools Company		The KME Group USA		Metals & Materials Engineers		Jewell of the South	
			ADDRESS		ADDRESS		ADDRESS		ADDRESS	
			174 Duncan Circle Hiram Georgia 30141		3137 Daleview Way Atlanta Georgia 30331		2171 West Park Court Suite 1 Stone Mountain Georgia 30087		1540 Hwy 138, Ste 4B Conyers Georgia 30013	
			TELEPHONE:		TELEPHONE		TELEPHONE		TELEPHONE	
			CONTACT: Mark Sutton		CONTACT: Kami Inegbedion		CONTACT: Sandra Pierre		CONTACT: Valisa Shannon	
ITEM DESCRIPTION	UNIT	QTY	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL
Installation of new 3/4" Service (Short Side)	Each	60	2700.00	\$ 162,000.00	550.00	\$ 33,000.00	2800.00	\$ 168,000.00	1,500.00	\$ 90,000.00
Installation of new 3/4" Service (Long Side)	Each	60	3000.00	\$ 180,000.00	1,250.00	\$ 75,000.00			1,800.00	\$ 108,000.00
Installation of new 1" Service (Short Side)	Each	15	3300.00	\$ 49,500.00	650.00	\$ 9,750.00	3300.00	\$ 49,500.00	1,750.00	\$ 26,250.00
Installation of new 1" Service (Long Side)	Each	15	3500.00	\$ 52,500.00	1,350.00	\$ 20,250.00	3800.00	\$ 57,000.00	2,050.00	\$ 30,750.00
Installation of new 1.5" Service (Short Side)	Each	10	6600.00	\$ 66,000.00	750.00	\$ 7,500.00	4200.00	\$ 42,000.00	2,500.00	\$ 25,000.00
Installation of new 1.5" Service (Long Side)	Each	10	7000.00	\$ 70,000.00	1,450.00	\$ 14,500.00			2,750.00	\$ 27,500.00
Installation of new 2" Service (Short Side)	Each	5	9000.00	\$ 45,000.00	850.00	\$ 4,250.00	4200.00	\$ 21,000.00	3,000.00	\$ 15,000.00
Installation of new 2" Service (Long Side)	Each	5	9800.00	\$ 49,000.00	1,650.00	\$ 8,250.00			3,500.00	\$ 17,500.00
Replacement of 3/4" Meter	Each	5	100.00	\$ 500.00	709.12	\$ 3,545.62	4800.00	\$ 24,000.00	850.00	\$ 4,250.00
Replacement of 1" Meter	Each	5	140.00	\$ 700.00	709.12	\$ 3,545.62	4800.00	\$ 24,000.00	1,000.00	\$ 5,000.00
Replacement of 1.5" Meter	Each	5	560.00	\$ 2,800.00	709.12	\$ 3,545.62	5200.00	\$ 26,000.00	1,250.00	\$ 6,250.00
Replacement of 2" Meter	Each	5	600.00	\$ 3,000.00	709.12	\$ 3,545.62	325.00	\$ 1,625.00	1,500.00	\$ 7,500.00
Replace 3/4" Short Service	Each	5	2700.00	\$ 13,500.00	529.16	\$ 2,645.82	575.00	\$ 2,875.00	1,350.00	\$ 6,750.00
Replace 3/4" Long Service	Each	5	3000.00	\$ 15,000.00	925.00	\$ 4,625.00	750.00	\$ 3,750.00	1,650.00	\$ 8,250.00
Replace 1" Short Service	Each	5	3300.00	\$ 16,500.00	547.27	\$ 2,736.34	900.00	\$ 4,500.00	1,650.00	\$ 8,250.00
Replace 1" Long Service	Each	5	3500.00	\$ 17,500.00	975.00	\$ 4,875.00	1250.00	\$ 6,250.00	1,850.00	\$ 9,250.00
Replace 1.5" Short Service	Each	5	6600.00	\$ 33,000.00	604.43	\$ 3,022.13	1525.00	\$ 7,625.00	2,300.00	\$ 11,500.00
Replace 1.5" Long Service	Each	5	7000.00	\$ 35,000.00	1,150.00	\$ 5,750.00	1525.00	\$ 7,625.00	2,550.00	\$ 12,750.00
Replace 2" Short Service	Each	5	9000.00	\$ 45,000.00	620.99	\$ 3,104.93	1800.00	\$ 9,000.00	2,800.00	\$ 14,000.00
Replace 2" Long Service	Each	5	9800.00	\$ 49,000.00	1,150.00	\$ 5,750.00	2100.00	\$ 10,500.00	3,300.00	\$ 16,500.00
Replace 3/4 & 1 Meter Box	Each	5	375.00	\$ 1,875.00	251.73	\$ 1,258.66	2400.00	\$ 12,000.00	1,050.00	\$ 5,250.00
Replace 1.5" and 2" Meter Box	Each	5	750.00	\$ 3,750.00	438.09	\$ 2,190.46	2400.00	\$ 12,000.00	1250.00	\$ 6,250.00
Additional 3/4" copper service in excess of 15' short side	Linear Foot/Feet	50	38.00	\$ 1,900.00	33.97	\$ 1,698.72	2800.00	\$ 140,000.00	55.00	\$ 2,750.00
Additional 3/4" copper service in excess of 45' long side	Linear Foot/Feet	50	43.00	\$ 2,150.00	52.92	\$ 2,645.82	325.00	\$ 16,250.00	60.00	\$ 3,000.00
Additional 1" copper service in excess of 15' short side	Linear Foot/Feet	250	40.00	\$ 10,000.00	35.78	\$ 8,946.21	750.00	\$ 187,500.00	65.00	\$ 16,250.00
Additional 1" copper service in excess of 45' long side	Linear Foot/Feet	500	45.00	\$ 22,500.00	54.71	\$ 27,354.15	28.00	\$ 14,000.00	70.00	\$ 35,000.00
Additional 1.5" copper service in excess of 15' short side	Linear Foot/Feet	50	56.00	\$ 2,800.00	43.16	\$ 2,158.00	32.00	\$ 1,600.00	80.00	\$ 4,000.00
Additional 1.5" copper service in excess of 45' long side	Linear Foot/Feet	100	65.00	\$ 6,500.00	60.44	\$ 6,044.27	38.00	\$ 3,800.00	85.00	\$ 8,500.00
Additional 2" copper service in excess of 15' short side	Linear Foot/Feet	50	60.00	\$ 3,000.00	43.16	\$ 2,157.83	38.00	\$ 1,900.00	90.00	\$ 4,500.00
Additional 2" copper service in excess of 45' long side	Linear Foot/Feet	100	75.00	\$ 7,500.00	62.06	\$ 6,206.16	42.00	\$ 4,200.00	95.00	\$ 9,500.00
Additional payment for Road cut vs Molding	Linear Foot/Feet	100	200.00	\$ 20,000.00	66.72	\$ 6,672.44			24.00	\$ 2,400.00
DirectConn 3/4" & 1" meter	Each	5	300.00	\$ 1,500.00	177.58	\$ 887.91	45.00	\$ 225.00	1750.00	\$ 8,750.00

23TB458876A-KM - Small Water Meter Installation			VENDOR NAME		VENDOR NAME		VENDOR NAME		VENDOR NAME	
			Wade Coats Company		The KME Group USA		Metals & Materials Engineers		Jewel of the South	
			ADDRESS		ADDRESS		ADDRESS		ADDRESS	
			174 Duncan Circle Hiram Georgia 30141		3137 Daleview Way Atlanta Georgia 30331		2171 West Park Court Suite 1 Stone Mountain Georgia 30087		1540 Hwy 138, Ste 4B Conyers Georgia 30013	
			TELEPHONE:		TELEPHONE		TELEPHONE		TELEPHONE	
			CONTACT: Mark Sutton		CONTACT: Kemi Inegbedion		CONTACT: Sandra Pierre		CONTACT: Valisa Shannon	
R & R Curb and Gutter	Linear Foot/Feet	200	60.00	\$ 12,000.00	15.00	\$ 3,000.00	45.00	\$ 9,000.00	60.00	\$ 12,000.00
R & R Conc Driveway	Square Foot/Feet	500	12.00	\$ 6,000.00	25.00	\$ 12,500.00	105.00	\$ 52,500.00	80.00	\$ 40,000.00
R & R Conc. Sidewalk	Square Foot/Feet	1000	12.00	\$ 12,000.00	20.00	\$ 20,000.00	750.00	\$ 750,000.00	70.00	\$ 70,000.00
Pavement Repair per Fulton County Standard	Square Foot/Feet	500	15.00	\$ 7,500.00	25.00	\$ 12,500.00	85.00	\$ 42,500.00	60.00	\$ 30,000.00
Milling & Paving	Square Foot/Feet	2000	12.00	\$ 24,000.00	20.00	\$ 40,000.00	38.00	\$ 76,000.00	75.00	\$ 150,000.00
Three Man Crew	Hourly Rate	200	450.00	\$ 90,000.00	140.00	\$ 28,000.00	45.00	\$ 9,000.00	365.00	\$ 73,000.00
Three Man Crew-Holiday	Hourly Rate	100	700.00	\$ 70,000.00	200.00	\$ 20,000.00	48.00	\$ 4,800.00	550.00	\$ 55,000.00
Traffic Control-Std. DOT Barrier	Linear Foot/Feet	100	40.00	\$ 4,000.00	100.00	\$ 10,000.00	65.00	\$ 6,500.00	150.00	\$ 15,000.00
Traffic Control-MUTCD Std. Safety Barrel	Each	20	40.00	\$ 800.00	15.00	\$ 300.00	325.00	\$ 6,500.00	125.00	\$ 2,500.00
Traffic Control-Police Cruiser	Hourly Rate	10	150.00	\$ 1,500.00	75.00	\$ 750.00	45.00	\$ 450.00	125.00	\$ 1,250.00
Traffic Control-Certified Flagman	Hourly Rate	40	140.00	\$ 5,600.00	26.00	\$ 1,040.00	20.00	\$ 800.00	50.00	\$ 2,000.00
Traffic Control-Light Plant	Hourly Rate	40	100.00	\$ 4,000.00	100.00	\$ 4,000.00	175.00	\$ 7,000.00	50.00	\$ 2,000.00
Traffic Control-Electronic Message Board	Hourly Rate	40	180.00	\$ 7,200.00	20.00	\$ 800.00	75.00	\$ 3,000.00	75.00	\$ 3,000.00
Soft Dig-Equipment and Operator	Hourly Rate	20	700.00	\$ 14,000.00	250.00	\$ 5,000.00	900.00	\$ 18,000.00	525.00	\$ 10,500.00
Soft Dig-Trip Fee	Each	5	750.00	\$ 3,750.00	1,500.00	\$ 7,500.00	15.00	\$ 75.00	1800.00	\$ 9,000.00
SOD Replacement	Square Foot/Feet	1000	3.00	\$ 3,000.00	3.50	\$ 3,500.00			6.00	\$ 6,000.00
GRAND TOTAL:			\$1,254,325.00		\$456,302.32		\$1,844,850.00		\$1,037,650.00	
BIDS MAILED			NO RESPONSE:		ASSISTANT PURCHASING AGENT:					
BIDS RECEIVED:			NO-BIDS:		CHIEF ASSISTANT:					
					DEPT. AUTHORIZATION:					

**DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM**



TO: Felicia Strong-Whitaker, Purchasing
FROM: David Clark, Director *DC*
DATE: November 22, 2023
SUBJECT: Contractor Performance Memo – 23ITB458876A-KM

The Contractor listed below has not provided this commodity to the Fulton County Public Works Department. We haven't had the opportunity to evaluate this vendor on their performance.

Project: Small Water Meter Installation

Project #: 23ITB458876A-KM

Contractor: Jewel of the South Inc.
1540 Hwy 138 SE, Ste 4B
Conyers, GA 30013
(770) 679-5481

If you require additional information, please contact David Clark at 404-612-2804.

cc: *AS* Nick Ammons, Deputy Director, Public Works
Gerald Pace, Deputy Director, Administration, Public Works
Andrenette Whitlow, Material Management Manager, Public Works
Brian Jones, Chief Assistant Purchasing Agent, Purchasing



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0016

Meeting Date: 1/11/2024

Department

Behavioral Health and Development Disabilities

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

Request approval to amend an existing contract - Department of Behavioral Health and Developmental Disabilities, 22RFP038A-CJC (D), Fulton County Behavioral Health Network with Grady Memorial Hospital d/b/a Grady Health System (Grady) (Atlanta, GA), in an amount not to exceed \$11,377,838.00, for the expansion of behavioral health services to provide full-service operation and management of the new Fulton County Regional Behavioral Health Crisis Center (BHCC), located at 2805 Metropolitan Parkway, Atlanta, GA 30315. The County Attorney is authorized to approve the amended contract as to form and to make modifications thereto prior to execution. Effective upon BOC approval.

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

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

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: Fulton County Department of Behavioral Health and Developmental Disabilities (DBHDD) has been awarded funding in the amount of \$5,600,000.00 (July 1, 2023-June 30, 2024) from the Georgia Department of Behavioral Health and Developmental Disabilities

(GADBHDD) for the Behavioral Health Crisis Center operational expenditures. GADBHDD will provide a full year of funding in the amount of \$11,377,838 for its fiscal year 2025 (July 1, 2024-June 30, 2025).

Scope of Work: The Behavioral Health Crisis Center (BHCC) is an emergency behavioral healthcare alternative for adults that offers prompt action, gentle response, and effective support in a respectful and safe environment. The BHCC comprises of three components to mitigate an individual's crisis that will include the following service components: (1) Crisis Service Center (CSC) with a peer led "Living Room"; (2) 16 Chair Temporary Observation Unit; and (3) 24 Bed Crisis Stabilization Unit (CSU). Grady understands Fulton County had established a completion timeline of mid-February 2024. Given the nature and complexity of project implementation, Grady anticipates an actual "go-live" of May 2024 to allow for installation of all necessary IT and medical equipment, adequate testing and activation as well as hiring, training, and development of workflows for the center.

Grady will utilize a phased approach for opening given the challenges of staff recruitment, training, and credentialing of personnel. Phase 1 will include the Living Room under a subcontract and 8 Crisis Stabilization beds. Grady estimates approximately two months between each phase with planned increases in CSU beds and adding of Temporary Observation chairs at each phase. Additional beds/chairs will only be added as safe staffing numbers are achieved.

The detailed scope of work is attached in the amended contract as Exhibit A.

Community Impact: Fulton County Department of Behavioral Health & Developmental Disabilities will expand access to mental health and substance use crisis care; Prevent suicide; Relieve regional emergency departments from misdirected diversions; and Strengthen the Continuum of Care by driving toward its purpose to increase access to behavioral health services, establish a County-wide provider network, and strengthen the experience of clients seeking behavioral health services from Fulton County.

Department Recommendation: DBHDD recommends the approval of the contract amendment.

Project Implications: None.

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0827 (D)	11/2/2022	\$2,969,430.00
1st Renewal	23-0946 (D)	12/20/2023	\$2,969,430.00
Amendment No. 1			\$11,377,838.00
Total Revised Amount			\$17,316,698.00

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

Contract Value: \$11,377,838.00

Prime Vendor: Grady Memorial Hospital d/b/a
Grady Health System (Atlanta, GA)

Prime Status: Tier 2+ Provider (O.C.G.A. §37-2-6)

Location: Atlanta, Georgia

County: Fulton County

Prime Value: \$11,377.838 or 100.00%

Subcontractor: N/A

Total Contract Value: \$11,377.838 or 100.00%

Total Certified Value: N/A

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

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

LaTrina Foster, Director, Behavioral Health & Developmental Disabilities

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$2,969,430.00

Previous Adjustments: \$2,969,430.00

This Request: \$11,377,838.00

TOTAL: \$17,316,698.00

Grant Information Summary

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

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

Fiscal Impact / Funding Source

Funding Line 1:

461-755-XXXX-1160: Grants, BHDD, Professional Services

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: Eight renewal options

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

Report Period Start:

Report Period End:

AMENDMENT NO. 1 TO FORM OF CONTRACT

Service Provider: Grady Memorial Hospital d/b/a Grady Health System (Grady)

Contract No. 22RFP0388A-CJC (D), Fulton County Behavioral Health Network

Address: 80 Jesse Hill Drive, SE
City, State Atlanta, GA 30303

Telephone: (404) 616-1782

E-mail: ahernandez@gmh.edu

Contact: Anne Hernandez, LCSW
Vice President, Behavioral Health

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Grady Memorial Hospital d/b/a Grady Health System (Grady or Contractor) to provide behavioral health network services, dated January 1, 2023, on behalf of the Department of Behavioral Health and Developmental Disabilities ("BHDD"); and

WHEREAS, the County established the Behavioral Health Network in order to provide highly coordinated and person-centered services across a continuum of care; to provide expanded services to help the County drive towards its purpose to increase access to behavioral health services; to establish a countywide provider network; and to strengthen the experience of clients seeking behavioral health services; and

WHEREAS, the County wishes to amend the existing Contract to expand services to provide full-service operation and management of the new Fulton County Regional Behavioral Health Crisis Center (BHCC), located at 2805 Metropolitan Parkway, Atlanta, GA 30315, for the County to provide expanded services to help the County drive towards its purpose to establish a countywide provider network; and

WHEREAS, the Service Provider has represented to the County that it has the experience, capacity, qualified and local staff available to commit to the project; and

WHEREAS, the Service Provider 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 1st day of January, 2024, between the County and Grady 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:** The County and Grady agree the project is to provide full-service operation and management of the new Fulton County Regional Behavioral Health Crisis Center (BHCC) and Grady agrees to provide all services and products to perform all tasks described in Exhibit A, Scope of Work, attached herein.
2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Grady for a total amount not to exceed \$11,377,838.00 (Eleven Million Three Hundred Seventy Seven Thousand Eight Hundred Thirty Eight 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 Chairman of the Board of Commissioners, 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 Amendment 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:

LaTrina Foster, Director
Department of Behavioral Health &
Developmental Disabilities

CONTRACTOR:

**GRADY HOSPITAL D/B/A GRADY
HEALTH SYSTEM**

John M. Hauptert
Chief Executive Officer

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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EXHIBIT A

SCOPE OF WORK

Grady Memorial Hospital Corporation dba Grady Health System agrees to be the full-service operator for the Fulton Regional Behavioral Health Crisis Center. The Behavioral Health Crisis Center (BHCC) is an emergency behavioral healthcare alternative for adults that offers prompt action, gentle response, and effective support in a respectful and safe environment. The BHCC comprises of three components to mitigate an individual's crisis that will include the following service components: (1) Crisis Service Center (CSC) with a peer led "Living Room"; (2) 16 Chair Temporary Observation Unit; and (3) 24 Bed Crisis Stabilization Unit (CSU).

Grady understands Fulton County had established a completion timeline of mid-February 2024. Given the nature and complexity of project implementation, Grady anticipates an actual "go-live" of May 2024 to allow for install of all necessary IT and medical equipment, adequate testing and activation as well as hiring, training, and development of workflows for the center. Grady will utilize a phased approach for opening given the challenges of staff recruitment, training, and credentialing of personnel. Phase 1 will include the Living Room under a subcontract and 8 Crisis Stabilization beds. Grady estimates approximately two months between each phase with planned increases in CSU beds and adding of Temporary Observation chairs at each phase. Additional beds/chairs will only be added as safe staffing numbers are achieved.

BHCC Crisis Service Center

Grady will staff and manage the 24/7 Crisis Service Center (CSC) which provides walk-in psychiatric/substance related crisis evaluation and brief intervention services for adults in need of support for an abrupt and substantial change in behavior noted by severe impairment of functioning typically associated with a precipitating situation or a marked increase in personal distress. These services include screening and referral for appropriate outpatient services and community resources for those who are not in crisis but who are seeking access to behavioral health care. Interventions are provided by licensed and unlicensed behavioral health professionals, with supervision of the facility provided by a licensed professional and designed to prevent hospitalization. As an emergency receiving facility, staff will medically screen and identify any medical concerns/issues which require medical stabilization. Those individuals in need of medical care, including substance use detoxification, will be transferred to the nearest emergency room.

The CSC will include a Peer led living room for up to 26 adults under contract with the Georgia Mental Health Consumer Network. The "living room" will provide peer support to understand the nature of the distress or crisis and provide resources and referrals to address the needs. If further interventions are needed to deescalate a crisis, a formal assessment of crisis will be performed.

The CSC will accept and evaluate those presenting on involuntary basis (1013) and complete a face-to face assessment to determine level of care needed to stabilize the situation. Admission to Temporary Observation or Crisis Stabilization Unit may be recommended. If a person presents with medical conditions that cannot be safely managed in the community, including need for detoxification, the individual will be transported to the nearest emergency room.

Crisis Center Staffing

Crisis Service Center is a facility-based service operating 24 hours a day, 7 days a week. Staff on-site always will include, at a minimum:

- One (1) fully Licensed Behavioral Health Clinician
- One (1) Certified Peer Specialist
- One (1) prescriber (physician, APRN, PA)
- One (1) Registered Nurse

BHCC Temporary Observation Unit (16 Chair)

Temporary observation is a facility-based program for adults that provides a physically secure and medically safe environment during which an individual in crisis is further assessed, stabilized, and referred to the next appropriate level of care (generally within 24 hours). Interventions delivered during temporary observation may include any appropriate outpatient service including but not limited to:

1. Psychiatric Treatment
2. Nursing Assessment
3. Medication Administration
4. Crisis Intervention
5. Psychosocial Rehabilitation-Individual
6. Case Management
7. Peer Support-Individual

Individuals will receive frequent observation, monitoring of objective signs and symptoms of withdrawal, symptom management, discharge and follow-up planning and referral. If at any time, an individual is deemed to need substance detoxification or is at risk of substance withdrawal, they will be transferred to the nearest emergency room.

Grady will utilize the GCAL Live Crisis Board and agree to make active updates throughout the individual's stay.

Temporary Observation Staffing

Temporary Observation is a facility-based service operating 24 hours a day, 7 days a week with anticipated stay of less than 24 hours. Staffing ratios for nurse and mental health technician is 1:8. At a minimum:

- One (1) fully Licensed Behavioral Health Clinician
- One (1) Certified Peer Specialist
- One (1) prescriber (physician, APRN, PA) rounding daily and on-call 24/7
- One (1) Registered Nurse per 8 beds
- One (1) Mental Health Technician per 8 beds

BHCC Crisis Stabilization Unit (CSU)

The CSU is a 24-bed short-term residential service for adults that provides psychiatric and behavioral stabilization. Those in need of substance detoxification will be referred to an appropriate community provider or the nearest emergency room. The CSU is designed to serve as a first line alternative to hospitalization and is intended for individuals who are experiencing a period of acute stress that significantly impairs the capacity to cope with normal life circumstances. Clients are served in a safe, locked environment. The goal of the CSU is to stabilize and reintegrate him or her back into the community quickly. The typical length of stay in a CSU is less than five days. Clients in CSUs receive medication, counseling, referrals, and linkage to ongoing services. The program operates under the supervision of the program director with multi-disciplinary teams of behavioral health professionals.

Grady acknowledges the center is an emergency receiving facility and a designated Behavioral Health Crisis Center and will coordinate with both the Fulton County and Georgia Departments of Behavioral Health and Developmental Disabilities to meet all requirements.

Services may include:

- Psychiatric, diagnostic, and medical assessments
- Crisis assessment, support, and intervention
- Medication administration, management, and monitoring
- Psychiatric/Behavioral Health Treatment
- Nursing assessment and care
- Brief individual, group and/or family counseling; and
- Linkage to other services as needed and appropriate.

Grady will utilize the GCAL Live Crisis Board and agree to make active updates throughout the individual's stay.

Crisis Stabilization Unit Staffing

CSU is a facility-based service operating 24 hours a day, 7 days a week with anticipated stay of five (5) days. Staffing ratios for nurse and mental health technician is 1:8. At a minimum:

- One (1) Operational Leader who is a Registered Nurse
- One (1) fully Licensed Behavioral Health Clinician
- One (1) Certified Peer Specialist
- One (1) prescriber (physician, APRN, PA) rounding daily and on-call 24/7
- One (1) Registered Nurse per 8 beds
- One (1) Mental Health Technician per 8 beds

Authorizations and Claims

Grady will submit authorization requests for all services within the BHCC to Carelon and maintain an accurate bed registry through the BHL Bed Board for Temporary Observation and Crisis Stabilization.

Claims will be submitted for individual services in the Living Room and Intake area and per diem encounters (Temp Obs and CSU) to Carelon as well as other payors (Medicaid, Medicare and third party).

Service Exclusions

Services will be provided to those experiencing a psychiatric or co-occurring substance related crisis following a determination of the most appropriate level of service. Exclusions from service at the BHCC are:

- Individuals under the age of 18 years
- Individuals with intellectual or developmental disability with no co-occurring psychiatric concern or substance use disorder
- Individuals at risk of withdrawal from substances
- Individuals with neurocognitive disorders without documented psychiatric or substance use disorders.
- Individuals with Traumatic Brain Injury (TBI) in the absence of mental illness diagnosed prior to the TBI.
- Individuals who are unable to complete the activities of daily living independently.

Key Performance Indicators (KPI)

KPI	Source
Of the total number individuals that present to the walk- in Crisis Service Center (Living Room), at least 40% are diverted from the CSU or other inpatient bed.	Provider Report

Of the total number of individuals placed into 23-hour observation, at least 50% are diverted from the CSU or inpatient bed.	Provider Report
Denial rate for admission to the CSU should not exceed 10% from GCAL board (beds full or offline does not count)	Provider Report
Occupancy rates are 90% for adults on average for the reporting period (For data reporting purposes this is actual person in a bed).	Provider Report
Maintain an average length of stay of 7 days for an Adult CSU.	Provider Report



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0961

Meeting Date: 1/11/2024

Department

Sheriff

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

Request approval to re-program the use of unspent emergency capital funding in the amount of \$1,362,563.00. This funding is in the Fulton County Sheriff's Office capital fund budget. The FCSO proposes to utilize \$595,032.45 of the funds for Brown & Root Industrial Services (\$585,032.45) and Khafra Engineering Consultants Inc (\$10,000.00) for the Staff Toilet Upgrades at the South Annex Jail. The restrooms at the South Annex Jail meet ADA requirements to moving back in. This leaves a total of \$767,530.55 to be re-programmed. **(MOTION TO APPROVE FAILED ON 12/20/23)**

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

N/A

Strategic Priority Area related to this item

Justice and Safety

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background

The Fulton County Sheriff's Office request approval to re-program the use of unspent capital funding for the Staff Toilet Upgrades at the South Annex Jail which consists of the remodeling of bathrooms, locker areas and associated architecture at the Fulton County Jail.

Scope of Work: Reprogram funds to complete the Staff Toilet Upgrades at the Union City South Annex. This includes the locker rooms, plumbing, electrical, and mechanical.

Community Impact: N/A

Department Recommendation: Recommend approval to re-program the use of unspent capital funding in the amount of \$1,362,563.00.

Project Implications: N/A

Community Issues/Concerns: N/A

Department Issues/Concerns: N/A

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

NB/A

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

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

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount:

Previous Adjustments:

This Request:

TOTAL:

Grant Information Summary

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

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

Fiscal Impact / Funding Source

Funding Line 1:

500-330-3300-1494



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0915

Meeting Date: 1/10/2024

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

Request approval of a Resolution by the Fulton County Board of Commissioners to dissolve the Housing Authority of Fulton County; and for other purposes. **(Arrington) (HELD ON 12/6/23 AND 12/20/23)**

1 **A RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS TO DISSOLVE**
2 **THE HOUSING AUTHORITY OF FULTON COUNTY; AND FOR OTHER PURPOSES.**
3

4 **WHEREAS**, the duly elected governing body of Fulton County, Georgia is the Fulton
5 County Board of Commissioners (the “BOC”); and

6 **WHEREAS**, the General Assembly in 1937 enacted the Housing Authorities Law (the
7 “Housing Authority Law”) to create a “public body corporate and politic” in every Georgia city and
8 county known as a “housing authority,” with said law currently codified at O.C.G.A. § 8-3-1 *et*
9 *seq.*; and

10 **WHEREAS**, the Housing Authority Law bars a housing authority from transacting any
11 business or exercising any power until the relevant governing body, by resolution, declares there
12 is a need for the housing authority to function in such city or county, and finds that, within the
13 boundaries of the local government, unsanitary or unsafe housing exists or there is a shortage
14 of safe or sanitary affordable housing for lower income citizens, O.C.G.A. §§ 8-3-4, 8-3-5; and

15 **WHEREAS**, on January 19, 1972, the BOC adopted the necessary Resolution creating
16 the Housing Authority of Fulton County (the “HAFC”) and appointed the HAFC’s board, with the
17 members of this board known as Commissioners (hereinafter, “HAFC Commissioners”); and

18 **WHEREAS**, on November 15, 2023, several HAFC Commissioners and staff members
19 came before the BOC to speak in support of the removal of an HAFC Commissioner based on
20 reported inefficiency and misconduct; and

21 **WHEREAS**, HAFC Commissioners and staff reported that an HAFC Commissioner
22 regularly disrupted HAFC meetings to the point of requiring a security officer, displayed conduct
23 that was aggressive and unprofessional at an HAFC related professional conference, and
24 sexually harassed staff by taking and posting one staff member’s photograph without consent
25 and entering staff offices after being instructed by the HAFC Chair to refrain from contact; and

1 **WHEREAS**, HAFC Commissioners and staff members informed the BOC that the HAFC
2 is unable to conduct regular business because it must frequently cancel or end meetings
3 because of an HAFC Commissioner's actions; and

4 **WHEREAS**, the attorney for the HAFC conveyed a request to the BOC that a particular
5 HAFC Commissioner be removed via a letter dated June 6, 2023 containing charges against
6 the HAFC Commissioner; and

7 **WHEREAS**, the attorney for the HAFC served a copy of said charges on the HAFC
8 Commissioner on June 15, 2023; and

9 **WHEREAS**, electronic notice was provided to the HAFC Commissioner on June 21, 2023
10 of a hearing on July 20, 2023; and

11 **WHEREAS**, the HAFC held a hearing on July 20, 2023 regarding the removal of the
12 HAFC Commissioner with Retired Judge Thelma Wyatt Cummings Moore serving as the
13 hearing officer; and

14 **WHEREAS**, the hearing officer determined that removal of the HAFC Commissioner was
15 warranted; and

16 **WHEREAS**, the report of the hearing officer dated August 8, 2023 was conveyed to the
17 BOC recommending removal of the HAFC Commissioner pursuant to O.C.G.A. § 8-3-53; and

18 **WHEREAS**, failure of the BOC to take action to remove the HAFC Commissioner
19 prevents the HAFC from conducting normal business; and

20 **WHEREAS**, the public does not benefit from the HAFC if the BOC continues to allow the
21 prevention of HAFC business by failing to remove a disruptive HAFC Commissioner for cause;
22 and

23 **WHEREAS**, the BOC finds it to be in the best interest of the public to dissolve the HAFC

1 if it can no longer conduct business.

2 **NOW, THEREFORE, BE IT RESOLVED**, that the BOC hereby dissolves the HAFC due
3 to its inability to carry out its duties and functions.

4 **BE IT FURTHER RESOLVED**, that upon adoption, the Clerk to the Commission shall
5 deliver a copy of this Resolution to the Chair of the HAFC.

6 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective when adopted,
7 and that all resolutions and parts of resolutions in conflict with this Resolution are hereby
8 repealed to the extent of the conflict.

9 **SO PASSED AND ADOPTED** by the Board of Commissioners of Fulton County, Georgia,
10 this 6th day of December, 2023.

11 **FULTON COUNTY BOARD**
12 **OF COMMISSIONERS**

13
14 Sponsored By:

15
16
17
18 _____
19 Marvin S. Arrington, Jr., Commissioner
20 District 5

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23 **ATTEST:**

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25
26 _____
27 Tonya R. Grier
28 Clerk to the Commission

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30
31 **APPROVED AS TO FORM:**

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33
34 _____
35 Y. Soo Jo
36 Fulton County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0964

Meeting Date: 1/10/2024

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

Request approval of a Resolution by the Fulton County Board of Commissioners directing an external review of the Board of Ethics; and for other purposes. **(Arrington) (MOTION TO APPROVE FAILED ON 12/20/23)**

1 **A RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS**
2 **DIRECTING AN EXTERNAL REVIEW OF THE BOARD OF ETHICS; AND FOR OTHER**
3 **PURPOSES.**

4 **WHEREAS**, pursuant to Article IX, Sec. 2, Par. 1(a) (Home rules of counties) “[t]he
5 governing authority of each county shall have legislative power to adopt clearly
6 reasonable ordinances, resolutions, or regulations relating to its property, affairs, and
7 local government for which no provision has been made by general law and which is not
8 inconsistent with this [Georgia] Constitution or any local law applicable thereto”; and

9 **WHEREAS**, pursuant to its home rule powers, the Board of Commissioners
10 (“BOC”) first established the Board of Ethics at a Special Meeting on October 16, 1985
11 (Item # 12, page 151) to act as a neutral body to render advisory opinions and investigate
12 allegations of ethical violations; and

13 **WHEREAS**, the Board of Ethics has recently demonstrated an inability to follow its
14 governing laws and rules by (i) failing to notify the subjects of ethics complaints about the
15 existence of such complaints as required by Fulton County Code of Ordinances (“FCC”) § 2-81(c); (ii) conducting preliminary hearings and issuing findings from said hearings and
16 failing to provide its findings in writing to the subjects of the hearings as required by FCC
17 § 2-81(d); (iii) failing to provide public notice of its public meetings as required by O.C.G.A.
18 § 50-14-1; and (iv) failing to make the minutes of its meetings available for public
19 inspection as required by O.C.G.A. § 50-14-1; and

21 **WHEREAS**, the Board of Ethics has committed the following infractions (i)
22 exceeding its authority by filing a lawsuit against a Fulton County employee and a non-
23 Fulton County employee, that is not subject to the Code of Ethics; (ii) exceeding its
24 authority by not dismissing complaints where no probable cause has been determined;
25 (iii) exceeding its authority by not terminating investigations after determining that there
26 is no probable cause to proceed; (iv) not providing probable cause hearings within 60
27 days; and (v) ruling on matters where it has inherent conflicts, because the Board of Ethics
28 made itself a party to an action against one of the parties; and

WHEREAS, in light of the above infractions and their egregious nature, the BOC has grave concerns about the previous substantive and procedural actions taken by the Board of Ethics; and

WHEREAS, it is in the interest of Fulton County, Georgia and its citizens, to ensure that the body established to investigate ethical violations and advise on compliance with ethical standards is itself functioning within the bounds of its authority and in compliance with applicable laws and rules; and

WHEREAS, pursuant to 1880-81 Ga. Laws 508, codified in FCC § 1-117, the BOC has, as part of its “home rule powers,” the “exclusive jurisdiction and control” to exercise powers that are “indispensable to [the] jurisdiction over county matters and county finances.”

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby directs and authorizes the County Attorney to select an outside legal professional to perform a review of the actions and procedures of the Board of Ethics over the past ten (10) years and independently determine whether the Board of Ethics has been functioning within the bounds of its authority and in compliance with applicable laws and rules.

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

PASSED AND ADOPTED by the Board of Commissioners of Fulton County,
Georgia, this 20th day of December, 2023.

FULTON COUNTY BOARD OF COMMISSIONERS

Sponsored by:

Marvin S. Arrington, Jr., District 5

1 ATTEST:

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3
4 _____
5 Tonya R. Grier, Clerk to the Commission
6
7

8 APPROVED AS TO FORM:

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11 _____
12 Y. Soo Jo, County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0965

Meeting Date: 1/10/2024

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

Request approval of a Resolution by the Fulton County Board of Commissioners to revoke every action taken by the Fulton County Board of Ethics from January 1, 2014, through December 20, 2023; and for other purposes. **(Arrington) (HELD ON 12/20/23)**

1 **A RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS TO**
2 **REVOKE EVERY ACTION TAKEN BY THE FULTON COUNTY BOARD OF**
3 **ETHICS FROM JANUARY 1, 2014, THROUGH DECEMBER 20, 2023; AND FOR**
4 **OTHER PURPOSES.**

5
6 **WHEREAS**, the Fulton County Board of Commissioners ("BOC") has, by
7 ordinance, established a Code of Ethics (Fulton County Code § 2-66 *et seq.*) governing
8 minimum standards of conduct for Fulton County officers and employees; and

9 **WHEREAS**, among other provisions, the Code of Ethics creates a Board of Ethics
10 and empowers it to render advisory opinions regarding the applicability of the Code of
11 Ethics and to hear and decide complaints regarding alleged violations, See Fulton County
12 Code § 2-80; and

13 **WHEREAS**, pursuant to Fulton County Code § 2-80, the Board of Ethics currently
14 consists of 7 members, with (i) one (1) member to be nominated by the president of the
15 Atlanta Bar Association from among the Association's membership; (ii) one (1) member
16 to be nominated by the president of the Gate City Bar Association from among the
17 Association's membership; (iii) one (1) member to be nominated by the president of the
18 North Fulton Chamber of Commerce from among the Chamber's membership; (iv) one
19 (1) member to be nominated by the president of the Atlanta Business League from among
20 the membership of the Atlanta Business League; (v) one (1) member to be nominated by
21 the president of the Atlanta Airport Chamber of Commerce from among the Chamber's
22 membership; (vi) one (1) member to be nominated by the South Fulton Chamber of
23 Commerce from among the Chamber's membership; and, (vii) one (1) member to be
24 nominated and appointed by the Board of Commissioners; and

25 **WHEREAS**, the Board of Ethics has demonstrated that it cannot follow its
26 governing codes and applicable laws; and

1 **WHEREAS**, instances where the Board of Ethics has established its inability to
2 follow governing codes and applicable laws include, but not limited to: (i) failing to notify
3 the subject of the ethics complaint about the existence and nature of the complaint, as
4 required by Fulton County Code § 2-81(c); (ii) conducting a probable cause hearing and
5 failing to provide its findings in writing to the subject of the hearing, as required by Fulton
6 County Code § 2-81(d); (iii) failing to provide public notice of a public meeting as required
7 by O.C.G.A. § 50-14-1; and (iv) failing to make available for public inspection, the minutes
8 of a meeting in which the Board of Ethics conducted official business, as required by
9 O.C.G.A. § 50-14-1; and

10 **WHEREAS**, the Board of Ethics has also committed the following infractions (i)
11 exceeding its authority by filing a lawsuit against a Fulton County employee and a non-
12 Fulton County employee, that is not subject to the Code of Ethics; (ii) exceeding its
13 authority by not dismissing complaints where no probable cause has been determined;
14 (iii) exceeding its authority by not terminating investigations after determining that there
15 is no probable cause to proceed; (iv) not providing probable cause hearings within 60
16 days; and (v) ruling on matters where it has inherent conflicts, because the Board of Ethics
17 made itself a party to an action against one of the parties; and

18 **WHEREAS**, the BOC was only made aware of these infractions due to the high-
19 profile nature of the subject of these infractions; and

20 **WHEREAS**, due to the egregious nature of these infractions, the BOC has grave
21 concerns about the validity of previous actions taken by the Board of Ethics;

22 **WHEREAS**, out of an abundance of caution, the BOC finds it necessary and
23 appropriate to declare every action taken by the Board of Ethics from January 1, 2014,

1 through December 20, 2023, invalid and revoked to protect the welfare of the residents
2 of Fulton County; and

3 **WHEREAS**, the BOC has authority, pursuant to the Constitution of the State of
4 Georgia (Art. 9, § 2, ¶ 1(a)), to adopt reasonable ordinances, resolutions, or regulations
5 relating to the affairs of Fulton County, Georgia, for which no provision has been made
6 by general law and which is not inconsistent with the Constitution or any local law
7 applicable thereto.

8 **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of
9 Commissioners hereby declares every action taken by the Fulton County Board of Ethics
10 from January 1, 2014, through December 20, 2023, invalid, and is hereby revoked.

11 **BE IT FURTHER RESOLVED**, that upon the effective date of this Resolution, the
12 Board of Ethics shall immediately cease in adjudicating any and all matters before it.

13 **BE IT FURTHER RESOLVED**, that upon adoption of this Resolution the Clerk to
14 the Commission is directed to deliver a copy of this Resolution to the Chair of the board
15 of Ethics.

16 **BE IT FINALLY RESOLVED**, that this Resolution will take effect upon its adoption,
17 and that all resolutions, and parts of resolutions in conflict with this Resolution are hereby
18 repealed to the extent of such conflict.

19 **PASSED AND ADOPTED**, this 20th day of December 2023.

20 **FULTON COUNTY BOARD**
21 **OF COMMISSIONERS**

22 **SPONSORED BY:**
23

24
25

Marvin S. Arrington Jr, Commissioner, District 5
26

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

[https://fc0365.sharepoint.com/sites/CountyAttorney/CALegislation/BOC/Resolutions/2023 Resolutions/Arrington/12.20.23.Resolution to Undo the Actions of the Board of Ethics for the last 10 years.docx](https://fc0365.sharepoint.com/sites/CountyAttorney/CALegislation/BOC/Resolutions/2023%20Resolutions/Arrington/12.20.23.Resolution%20to%20Undo%20the%20Actions%20of%20the%20Board%20of%20Ethics%20for%20the%20last%2010%20years.docx)



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0966

Meeting Date: 1/10/2024

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

Request approval of an Ordinance to amend Chapter 2 (Administration), Article II (Officers and Employees), Division 2 (Code of Ethics) of the Fulton County Code to disband the Board of Ethics and to replace it with a slate of Ethics Hearing Officers; and for other purposes. **(Arrington)**
(MOTION TO APPROVE FAILED ON 12/20/23)

AN ORDINANCE TO AMEND CHAPTER 2 (ADMINISTRATION), ARTICLE II (OFFICERS AND EMPLOYEES), DIVISION 2 (CODE OF ETHICS) OF THE FULTON COUNTY CODE TO DISBAND THE BOARD OF ETHICS AND TO REPLACE IT WITH A SLATE OF ETHICS HEARING OFFICERS; AND FOR OTHER PURPOSES.

6 **WHEREAS**, the Fulton County Board of Commissioners (“BOC”) has established
7 a Code of Ethics (Fulton County Code §§ 2-66 *et seq.*, (1983)) governing minimum
8 standards of conduct for Fulton County officers and employees; and

9 **WHEREAS**, among other provisions, the Code of Ethics creates a Board of Ethics
10 (the “BOE”) and empowers it to render advisory opinions regarding the applicability of the
11 Code of Ethics and to hear and decide complaints regarding alleged violations; and

12 **WHEREAS**, pursuant to Fulton County Code § 2-80, BOE membership currently
13 consists of (i) one (1) member to be nominated by the president of the Atlanta Bar
14 Association from among the Association's membership; (ii) one (1) member to be
15 nominated by the president of the Gate City Bar Association from among the Association's
16 membership; (iii) one (1) member to be nominated by the president of the North Fulton
17 Chamber of Commerce from among the Chamber's membership; (iv) one (1) member to
18 be nominated by the president of the Atlanta Business League from among the
19 membership of the Atlanta Business League; (v) one (1) member to be nominated by the
20 president of the Atlanta Airport Chamber of Commerce from among the Chamber's
21 membership; (vi) one (1) member to be nominated by the South Fulton Chamber of
22 Commerce from among the Chamber's membership; and, (vii) one (1) member to be
23 nominated and appointed by the Board of Commissioners; and

24 **WHEREAS**, the BOE has committed numerous violations of the Fulton County
25 Code of Ethics (“Code of Ethics”), BOE rules of procedure, the Georgia Open Meetings
26 Act, the Georgia Open Records Act, the Georgia Constitution and the United States

1 Constitution while adjudicating several matters pending before the BOE and in the Fulton
2 County Superior Court, including the following:

3 **2022 BOE Complaint of Reshard Snellings:**

- 4 i. On March 21, 2022, Reshard Snellings filed an ethics Complaint against a
5 County officer.
- 6 ii. On May 19, 2022 and July 14, 2022, the BOE conducted preliminary probable
7 cause hearings regarding this matter against a County officer as required by
8 Fulton County Code of Ethics Sec. 2-81(e).
- 9 iii. On July 21, 2022, the BOE determined by majority vote that there was probable
10 cause to proceed with a formal hearing, but violated the Georgia Open
11 Meetings Act, O.C.G.A. § 50-14-1, by not publishing on its website a notice of
12 the July 21, 2022 meeting, the meeting agenda or the meeting minutes.
- 13 iv. The BOE failed to provide notice of the July 21, 2022 meeting to the County
14 officer—a party to the matter decided at that meeting—or to his attorney of
15 record.
- 16 v. The BOE further violated the provisions of Section 2-81(e) of its hearings and
17 procedures by not voting at the conclusion of the July 14, 2022 preliminary
18 hearing and by failing to provide the County officer—a party to the
19 proceeding—with written notice of its July 21, 2022 determination of probable
20 cause until December 2, 2022.

21 **2020 BOE Complaint of Meisha Mainor:**

- 22 i. On November 9, 2020, Meisha Mainor filed an ethics Complaint against a
23 County officer.

- 1 ii. On March 16, 2021, the BOE determined by a majority vote that Mainor's
2 complaint lacked sufficient evidence and failed to show probable cause to
3 proceed further.
- 4 iii. On June 17, 2021, the BOE, in violation of its 2-81 of the Fulton County Code
5 of Ethics, began discussing how to seek judicial advice about additional
6 “evidence” discussed in the news media after the March 16, 2021 BOE
7 determination of no probable cause; without providing either party to the
8 previously adjudicated matter notification that the BOE was again considering
9 the matter.
- 10 iv. The BOE's decision to proceed with investigating and adjudicating a matter that
11 the BOE previously determined to lack probable cause was in violation of Code
12 of Ethics Sec. 2-81(f) which provides that “[i]f at least one-half of the voting
13 members of the board of ethics conclude at the preliminary hearing that
14 specific, substantial evidence does not exist to support a reasonable
15 belief that there has been a violation of this code as to any claim in a
16 complaint or subject matter of an investigation it has initiated, those claims
17 shall be dismissed or the investigation terminated and the parties will be
18 so advised in writing.”

19 **2022 BOE suit for Declaratory Judgment Against County Officer:**

- 20 i. On April 29, 2022, the BOE filed a sealed Complaint—Fulton County Superior
21 Court Civil Action File No. 2022-CV-64124—against a County officer and one
22 of his legal clients, who was not and is not subject to the Fulton County Code
23 of Ethics, concerning the 2020 Mainor BOE Complaint that should have been

1 dismissed pursuant to Code of Ethics Sec. 2-81(f) over a year prior on March
2 16, 2021.

3 ii. The BOE, upon advice and counsel of the BOE's attorney, filed this lawsuit in
4 the Fulton County Superior Court despite the fact that the BOE is not an entity
5 capable of suing or being sued, despite the fact that it created a conflict
6 because the County officer was a party in a matter then pending before the
7 BOE, despite the fact that the BOE matter giving rise to the lawsuit had already
8 been found by the BOE to lack probable cause, and despite the fact that the
9 question the BOE presented to the Superior Court was how the BOE should
10 rule on an evidentiary matter in a Complaint that should have been dismissed—
11 thus seeking an advisory opinion from the very Court that decides writs of
12 certiorari on appeal from the BOE.

13 iii. The County officer only learned of the lawsuit when he was served on or about
14 July 22, 2022.

15 **County Officer's Motion to Recuse the BOE:**

16 i. On August 17, 2022, the County officer filed a Motion for Recusal,
17 Disqualification or Dismissal of the 2022 Snellings BOE Complaint based on
18 the conflict created by the BOE when it filed a lawsuit on April 29, 2022 against
19 the County officer who was a party to matters pending before the BOE, which
20 came to the officer's attention when he was finally served on July 22, 2022.

21 ii. On November 26, 2022, despite the pendency of the Motion to Recuse, the
22 BOE notified the County officer of a formal hearing scheduled in the Snellings
23 Complaint on December 8, 2022.

1 iii. Upon objection by the officer's attorney seeking a ruling on the Motion to
2 Recuse prior to a hearing on the Snellings Complaint, the December 8, 2022
3 BOE hearing date was postponed.

4 iv. On January 12, 2023, the BOE advised the County officer that the Snellings
5 Complaint would be the subject of a formal hearing on January 26, 2023.

6 v. On January 31, 2023, the BOE dismissed its suit for Declaratory Judgment
7 against the County officer and his client, but did so without prejudice to refiling
8 the action.

9 **County Officer's Ethics Complaint Against the BOE:**

10 i. On February 28, 2023, the County officer filed a complaint against the BOE,
11 which should have been considered in a probable cause hearing within 60 days
12 pursuant to Code of Ethics Sec. 2-81(d).

13 ii. To date, there is no indication that the BOE has conducted such a preliminary
14 probable cause hearing and the matter remains pending in violation of the
15 BOE's own procedures as codified in the Code of Ethics.

16 ; and

17 **WHEREAS**, the BOE violated the Code of Ethics by conducting a probable
18 cause hearing and failing to provide its findings in writing to the subject of the hearing, as
19 required by Fulton County Code § 2-81(d); and

20 **WHEREAS**, the BOE has violated the Georgia Open Meetings Act, O.C.G.A. §
21 50-14-1, by not publishing on its website the notice of the July 21, 2022 meeting, the
22 meeting agenda or the meeting minutes; and

23 **WHEREAS**, the BOE also violated the Georgia Open Records Act, O.C.G.A § 50-

1 18-70 et seq., by failing to provide the notice of the July 21, 2022 meeting, the meeting
2 agenda and the meeting minutes; and

3 **WHEREAS**, the BOE violated the Open Records Act by failing to make available
4 for public inspection, the minutes of a meeting in which the BOE conducted officer
5 business, as required by O.C.G.A. § 50-14-1; and

6 **WHEREAS**, the BOE exceeded its authority by filing a lawsuit which it does not
7 have the power to do; and

8 **WHEREAS**, the BOE has engaged in procedural violations and unlawful actions
9 that have created an unnecessary and unwaivable conflict, and

10 **WHEREAS**, the BOE's flagrant violation of procedures and laws in the two BOE
11 Complaints described herein is a strong indicator of similar violations that may be
12 occurring in all of the matters pending before the BOE; and

13 **WHEREAS**, as currently constituted, the BOE can have no credibility to sit in
14 judgment of a party's adherence to the Code of Ethics because the BOE itself has failed
15 to follow its own procedures, the Code of Ethics, and the Georgia Open Meetings Act,
16 the Georgia Open Records Act, the Georgia Constitution and the United States
17 Constitution; and

18 **WHEREAS**, the BOE's actions throughout the course of the above-referenced
19 proceedings have irreparably tainted its impartiality; and shown its refusal to comply with
20 the Fulton County Code of Ethics, and

21 **WHEREAS**, the BOC has determined that replacing the BOE with a slate of Ethics
22 Hearing Officers to carry out the functions of rendering advisory opinions, conducting

1 timely hearings, and deciding complaints consistent with the applicable codes and laws,
2 will help to uphold the aims of the Code of Ethics; and

3 **WHEREAS**, the BOC desires to ensure that ethical matters are carried out
4 efficiently by professionals who have the requisite knowledge, experience, and skills in
5 the areas of ethics and local government law; and

6 **WHEREAS**, the BOC finds it necessary and appropriate to amend the Code of
7 Ethics to disband the BOE and replace it with a slate of Ethics Hearing Officers; and

8 **WHEREAS**, the BOC has authority, pursuant to the Constitution of the State of
9 Georgia (Art. 9, § 2, ¶ 1(a)), to adopt reasonable ordinances, resolutions, or regulations
10 relating to the affairs of Fulton County, Georgia, for which no provision has been made
11 by general law and which is not inconsistent with the Constitution or any local law
12 applicable thereto.

13 **NOW, THEREFORE, BE IT ORDAINED**, that the Fulton County Board of
14 Commissioners hereby amends the Ethics Code (Fulton County Code §§ 2-66 et seq.),
15 including eliminating the Board of Ethics and replacing it with a slate of Ethics Hearing
16 Officers, as set forth in Exhibit “A,” which is attached hereto and incorporated by
17 reference.

18 **BE IT FURTHER ORDAINED**, that upon the effective date of this Ordinance the
19 Board of Ethics shall immediately cease in adjudicating any and all matters before it, and
20 shall submit a list of pending matters with a summary of the current status to the
21 Clerk to the Board of Commissioners.

22 **BE IT FINALLY ORDAINED**, that this Ordinance will take effect upon its adoption,
23 and that all ordinances, resolutions, and parts of ordinances and resolutions in conflict

1 with this Ordinance are hereby repealed to the extent of such conflict.

2 **SO ORDAINED**, this 6th day of December 2023.

3
4
5
6 **FULTON COUNTY BOARD OF COMMISSIONERS**
7

8
9
10 Sponsored by:
11

12
13
14 _____
15 Marvin S. Arrington, Jr., Commissioner
16 District 5
17
18
19

20 **ATTEST:**
21

22
23 _____
24 Tonya R. Grier, Clerk to the Commission
25
26
27

28
29 **APPROVED AS TO FORM:**
30

31
32 _____
33 Y. Soo Jo, County Attorney

**December 6, 2023 proposed changes to June 6, 2018¹ adopted Code of Ethics
(as amended by Agenda Item No. 21-0526 on August 4, 2021 and
Agenda Item No. 23-0385 on June 7, 2023)**

Sec. 2-66. Declaration of policy and aspirational objectives.

- (a) It is essential to the proper government and administration of Fulton County that members of the board of commissioners, as well as all other officers and employees of the county, are in fact and in appearance, independent and impartial in the performance of their official duties; that public service not be used for private gain; and that there be public confidence in the integrity of the county. Because the attainment of one or more of these ends is impaired whenever there exists in fact, or appears to exist, a conflict between the private interests and public responsibilities of county officers and employees, the public interest requires that the county protect against such conflicts of interest by establishing appropriate ethical standards of conduct. It is also essential to the efficient operation of the county that those persons best qualified be encouraged to serve in positions of public trust. Accordingly, the standards hereinafter set forth must be so interpreted and understood as not to unreasonably frustrate or impede the desire or inclination to seek and serve in public office by those persons best qualified to serve. To that end, no officer or employee of the county, except as otherwise provided by law, should be denied the opportunity available to all other citizens to acquire and maintain private, economic, and other interests, except where a conflict of interest situation would necessarily result. The policy and purpose of this code of ethics, therefore, is to make clear those standards of

¹ Re-enacted in its entirety 2/4/04, Agenda Item No. 03-153.

ethical conduct that shall be applicable to the persons hereinabove named in the discharge of their official duties; to implement the objective of protecting the integrity of the county's government; and to prescribe only such essential restrictions against conflicts of interest as will not impose unnecessary barriers against public service.

- (b) Officers and employees should aspire to avoid even the appearance of a conflict of interest by avoiding conduct or circumstances that would provide a reasonable basis for the impression that the officer's or employee's ability to protect the public interest or impartially perform an official act is compromised by his or her financial or personal interests in the matter or transaction. The appearance of a conflict of interest can exist even in the absence of an actual conflict of interest.
- (c) Officers and employees should aspire to avoid even the appearance of impropriety by avoiding conduct or circumstances that would provide a reasonable basis for the impression that a person can improperly influence or unduly enjoy the officer's or employee's favor in the performance of his or her official acts or actions. The appearance of impropriety can exist even in the absence of actual impropriety.

Sec. 2-67. Definitions.

- (a) *Business* means any corporation, partnership, proprietorship, organization, self-employed individual, and any other entity operated for economic gain, whether professional, industrial, or commercial, and other entities, which for purposes of federal income taxation are operated as non-profit organizations.

- (b) *Confidential information* means information which has been obtained in the course of performing official duties as an officer or employee and has not been disclosed in a public proceeding or publication.
- (c) *Contract* means any written or otherwise established agreement, lease, claim, account, or demand against any person, to which the county is an actual or otherwise interested party.
- (d) *Financial interest* means any interest which shall, directly or indirectly, yield a monetary or other material benefit to the officer or employee, or to any person employing or retaining the services of the officer or employee, or to any member of the immediate family of the officer or employee.
- (e) *Gifts and favors* means anything of value given by or received from a prohibited source.

Exemption: Notwithstanding anything contained in this chapter, *Gifts and favors* shall not mean and include, and shall not be intended to prohibit, the donation, sale, lease, conveyance, or transfer of residential real property between and among any banking institution, charitable organization, or nonprofit business or entity and Fulton County police officers, firefighters or emergency medical technicians ("First Responders") participating in the Fulton County Homes for First Responders Program, a public-private initiative, pursuant to which such real property is donated, sold, leased, conveyed or transferred to and occupied by Fulton County First Responders. (*Amended 1/9/13, item no. 12-1150*)

- (f) *Immediate family* means an officer or employee and the spouse of an officer or employee, as well as the parents, children, brothers, and sisters of an officer or employee.
- (g) *Intent* means the state of mind in which a person seeks to accomplish a given result through a deliberate course of action. Intent is the design, resolve, or determination with which a person acts, and which can seldom be proved by direct evidence, but must usually be proved by circumstances from which intent may be inferred.
- (h) *Intent to influence* means to deliberately and willfully act in a manner chosen and designed to exert power over others, or to modify or affect the actions of others, even if in a gentle, subtle, or gradual fashion.
- (i) *Interest* means any financial interest or personal interest or any other direct or indirect pecuniary or material benefit held by or accruing to an officer or employee as a result of a contract or transaction which is or may be the subject of an official act or action by or with the county. Unless otherwise provided, the term "interest" does not include remote interests, such as those shared with a substantial segment of the county's population.
- U) *Lobbyist* means (i) any natural person who, for compensation, either individually or as an employee of another person, undertakes to promote or oppose the passage, approval, or defeat of an ordinance or resolution by the board of commissioners; and (ii) any natural person who makes a total expenditure of more than \$250.00 in a calendar year to promote or oppose the passage, approval, or defeat of an ordinance or resolution by the board of commissioners,

but not including the person's own travel, food, and lodging expenses, or expenses for informational materials.

- (k) *Matter or transaction* means the subject of any official act by an officer or employee or any governing body of the county or any county agency.
- (l) *Officer or employee* means any elected officer of the county, any person appointed to a county board, commission, or agency by the board of commissioners, any person employed by the county, including contractual employees, and any person retained by the county or any agency of the county in a consulting capacity, who is exclusively obligated to the county for a period of ninety (90) or more days. This definition does not include members of advisory boards having no decision-making authority; provided, however, that county employees serving on the Advisory Committee of the Atlanta-Fulton County Water Resources Commission continue to be included within this definition while serving on that Advisory Committee. This definition includes retired former employees and other former employees of the county during any period in which they are later employed or retained by the county or any county agency.

(Amended 8117105, item no. 05-0975)

- (m) *Official act* means any executive, legislative, administrative, appointive, ministerial, or discretionary act taken by the board of commissioners or the county manager, as well as any such act taken by any other officer or employee in the performance of his or her official duties.
- (n) *Paid* means the receipt of, or right to receive, a salary or a commission, percentage, brokerage, or contingent fee for services.

- (o) *Participate* means to take part in any official act, actions, or proceedings personally, and to take part in such acts, actions, or proceedings as an officer or employee for the purpose of performing a duty, granting or denying approvals, rendering decisions, or failing to so act or perform such a duty.
- (p) *Participation in contracting* means, with respect to current officers and employees as well as former officers and employees during the time periods set forth in Section 2-77(b), to take part in or to attempt to or actually influence any official act, actions, or proceedings involving county contracts, including preparing, making recommendations for, influencing the content of, rendering advice regarding, or interpreting the meaning of county regulations and policies relevant to any part of contracts, purchasing specifications, or solicitations for bids or proposals. (Amended 10/18/06, item no. 06-1102)
- (q) *Person* means any individual, business, representative, fiduciary, trust, or association.
- (r) *Personal interest* means any interest arising from relationships between the officer or employee and members of his or her immediate family or from associations with any business, whether or not a financial interest is involved. For the purposes of this code of ethics, and without being limited thereto, an officer or employee shall be deemed to have an interest in matters and transactions involving:
 - (1) any person in his or her immediate family;

- (2) any person with whom a contractual relationship (either written or implied) exists, whereby he or she may receive any payment or other benefit, including any agreement for employment; and
 - (3) any business in which he or she is a director, officer, employee, prospective employee, or substantial shareholder.
- (s) *Prohibited source* means any person, business, or entity that the involved officer or employee knows or should know:
- (1) is seeking official action from the county;
 - (2) is seeking to do or is doing business with the county;
 - (3) represents a person who is seeking official action from the county or who is seeking to do or is doing business with the county;
 - (4) has interests that may be affected by the performance or non-performance of official duties by the officer or employee; or
 - (5) is a registered lobbyist in accordance with state law.
- (t) *Reprimand* means an action taken by ~~the board of~~ an ethics hearing officer, which constitutes and transmits a public disapproval of the conduct of an officer or employee.

Sec. 2-68. Conflicts of interest generally / Impartiality.

- (a) No officer or employee shall perform, or fail to perform, any official act or influence others to perform, or fail to perform, any official act, on a matter in which the officer or employee knows, or reasonably should know, they have an interest that may be affected.

- (b) No officer or employee shall state or specifically imply that any person can improperly influence him or her in the performance of any official acts or actions or that the officer or employee is able to improperly influence the official acts or actions of other county officers or employees.
- (c) No officer or employee shall, by virtue of his or her position with the county, except as necessary in the performance of his or her official duties, directly or indirectly influence or attempt to influence the decision of any other officer or employee who must act to further any county procurement, policy, contract, matter, or transaction.

Sec. 2-69. Gifts and favors / Honoraria.

- (a) No officer or employee shall directly or indirectly solicit, request, exact, receive, or agree to receive a gift, loan, favor, promise, or thing of value, in any form whatsoever, for himself, herself, or another person, from any prohibited source.
- (b) No officer or employee shall directly or indirectly solicit, request, exact, receive or agree to receive an honorarium, which, for purposes of this section, means a payment of money or anything of value for any service, including, but not limited to, appearances, speeches, or articles, if the subject matter of the appearance, speech, or article relates to the official duties of the officer or employee and such payment or other thing of value is given to the officer or employee because of his or her status with the county.
- (c) This section shall not apply in the case of:
 - (1) a nonpecuniary gift, ticket, or other thing of value, the value of which is \$100.00 or less;

- (2) an award publicly presented in recognition of public service;
- (3) a commercially reasonable loan made in the ordinary course of business by an institution authorized by law to engage in the making of such a loan;
- (4) a ticket or pass of admission, or a discount on such ticket or pass of admission to a price below its face value, given to an officer or employee by a member of his or her immediate family, or given by a business, other than a public agency, in which the officer or employee or a member of his or her immediate family serves as an officer, director, stockholder, creditor, trustee, partner, or employee; and
- (5) a ticket or pass of admission to any recreational, entertainment, or sporting event, or a discount on such ticket or pass of admission to a price below its face value, if the officer or employee at issue is performing an official duty at the event. For purposes of this subsection, an official duty shall include any appearance, meeting, discussion, greeting, or introduction, the substantial purpose of which is related to the performance of an official act.

Sec. 2-70. Campaign contributions.

This code of ethics shall not apply to campaign contributions made or received in compliance with the laws of the State of Georgia.

Sec. 2-71. Confidential information.

- (a) No officer or employee shall disclose, except as required by law, or otherwise use confidential information acquired by virtue of his or her position with the

county to advance his or her interests or the interests of any other person, where such disclosure or use would conflict with the best interests of the county.

- (b) Without limiting the scope of subsection (a), no officer or employee shall disclose any information acquired during any session of the board of commissioners that is closed to the public pursuant to the provisions of the Georgia Open Meetings Act, unless such disclosure is specifically authorized by vote of the board of commissioners. *(Added 10/17/09, item no. 09-1043)*

Sec. 2-72. Representation.

- (a) Except in the regular discharge of their official duties, no officer or employee shall appear on his or her own behalf, or represent, or appear on behalf of any person, whether paid or unpaid, before any court or before any individual, legislative, administrative, or quasijudicial board, body, agency, commission, or committee appointed by the county manager, board of commissioners, or other county official, concerning any contract, matter, or transaction which is or may be the subject of an official act by the county, its officers, or its employees, or otherwise use or attempt to use his or her official position to secure unwarranted privileges or exemptions for himself, herself, or other persons; provided, however, that this subsection shall not prohibit an officer or employee from appearing on his or her own behalf, concerning any contract, matter, or transaction, unless such officer or employee knows or reasonably should know that the contract, matter, or transaction is under his or her official responsibility as an officer or employee.

- (b) No officer or employee shall represent any person, business, or entity whose interests are in conflict with the interests of the county in any action, proceeding, or litigation in which the county or agency of the county is a party or complainant.

Sec. 2-73. Nepotism.

- (a) No officer or employee shall advocate for or cause, directly or indirectly, the hiring, advancement, promotion, or transfer of a member of his or her immediate family to any office or position with the county or a county agency.
- (b) No officer or employee having authority to appoint or recommend for appointment members of any county board, commission, or authority shall appoint or recommend for appointment a member of his or her immediate family.

Sec. 2-74. Abstention and disclosure of interest.

An officer or employee who has an interest in a contract, matter, or transaction that he or she has reason to believe will be affected by his or her official acts or actions, or by the official acts or actions of the county, shall abstain from participating in such official acts or actions and shall not vote for or against, discuss, decide, or otherwise participate in the county's consideration of the contract, matter, or transaction, or otherwise attempt to or actually influence the vote, discussion, or decision of the county regarding the contract, matter, or transaction. In addition, the officer or employee shall disclose publicly the nature of such interest prior to any determination of the contract, matter, or transaction.

Sec. 2-75. Incompatible interests and employment.

- (a) No officer or employee shall invest or hold any investment, directly or indirectly, in any financial, business, commercial, or other private contract, matter, or

transaction, which creates a conflict with and adversely affects the performance of official duties by the officer or employee to the detriment of the county.

- (b) No officer or employee shall own stock in any business doing business with the county. This section is not intended to apply where the officer or employee owns less than ten percent (10%) of any company or publicly traded stock.
- (c) No officer or employee shall solicit, request, or accept employment by, or agree to otherwise provide services to, any person or business when such employment or the providing of such services is adverse to or incompatible with the proper discharge of official duties by the officer or employee.
- (d) An officer or employee may serve as an unpaid director of, or volunteer for, a not-for-profit or charitable business or organization that receives or solicits grant funding from the county or a county agency, as long as that officer or employee is not involved in the grant selection process. *(Added 3/16/04, item no. 05-0294)*

Sec. 2-76. Contracts involving officers and employees.

- (a) The county shall not enter into any contract involving services or property with an officer or employee, or with a person or business in which an officer or employee has an interest. This section shall not apply in the case of:
 - (1) contracts for goods or services with an officer or employee, or member of the immediate family of an officer or employee, or a business that employs an officer or employee, or member of the immediate family of an officer or employee, where (i) the contract is competitively procured; and (ii) the officer or employee does not participate in any aspect of the procurement or performance of the contract; *(Amended 8/4/04, item no. 04-0796)*

- (2) the designation of a bank or trust company as a depository for county funds;
 - (3) the borrowing of funds from any bank or lending institution which offers the lowest available rate of interest for such loan;
 - (4) contracts for goods or services entered into with a business which is the only available source of such goods or services; and
 - (5) contracts entered into under circumstances which constitute an emergency situation, provided that a record explaining the emergency is prepared by the county manager and within ten (10) days submitted to filed with the board of secretary for the ethics hearing officer at its next regular meeting.
- (b) No officer or employee shall participate in any contract involving the county if he or she knows or should have known that an interest in the contract is possessed by such officer or employee, one or more members of his or her immediate family, or any business, other than a public agency, in which he or she or a member of his or her immediate family serves as an officer, director, stockholder, creditor, trustee, partner, or employee.

Sec. 2-77. Unemployed officers and employees.

- (a) No officer or employee shall, after the termination of his or her employment with the county, participate in any contract with the county, in a managerial, entrepreneurial, or consulting capacity. For the purposes of this section, "consulting" shall include, but not be limited to, advising any person doing business with the county or seeking to do business with the county (whether as a

prime contractor or subcontractor) regarding the meaning and application of county rules and regulations, the administration of which were a part of the official responsibility of the officer or employee before termination of his or her employment. In addition, no officer or employee shall, after termination of his or her employment with the county, knowingly make, with the intent to influence, any communication to or appearance before any department, board, or other authority of the county in connection with a particular matter:

- (1) in which the county has a direct and substantial interest; and
- (2) in which such person knows or reasonably should know was under his or her official responsibility as such officer or employee before the termination of his or her employment with the county. *(Amended 10/18/06, item no. 06-1102)*

- (b) The restrictions set forth in this section shall be in effect for a period of one year after the termination of the officer's or employee's employment with the county; provided, however, with respect to former members of the board of commissioners, the restrictions shall be in effect for a period of two years after leaving office; provided, further, that in the case of any former member of the board of commissioners who is convicted of a felony criminal offense in connection with the solicitation or award of a county contract, the restrictions shall be in effect for a period of seven years, beginning at the time of the conviction, except that in cases where a period of imprisonment is ordered, the seven years shall begin at the completion of the period of imprisonment.

Sec. 2-78. Compliance with applicable laws.

No officer or employee shall engage in any activity or transaction that is prohibited by any law, now existing or hereafter enacted, which is applicable to him or her by virtue of his or her office or position. When any provision of this code of ethics shall conflict with the laws of Georgia or the United States, such laws shall apply. If any section of this code of ethics shall be declared by any court to be invalid, the remaining sections shall remain applicable.

Sec. 2-79. Disclosure of income and financial interests. *(Amended 8/4/04, item no. 04-0796)*

- (a) On or before April 15 of each calendar year, each of the following individuals shall file an income and financial disclosure report with the clerk to the commission, which report shall cover the preceding calendar year:
 - (1) all elected officials of Fulton County, as well as judges of the juvenile and magistrate courts;
 - (2) county manager;
 - (3) deputy county managers;
 - (4) all department heads, including the county attorney and the clerk to the commission, as well as all division heads reporting to the county manager, and the deputy director of zoning;
 - (5) members of the board of tax assessors and all property appraisers;
 - (6) ethics hearing officer~~members of the community zoning board~~; and
 - (7) members of the Development Authority of Fulton County.
- (b) The obligation to file an income and financial disclosure report annually with the clerk to the commission is mandated for the calendar year, regardless of whether the person is removed from the appointment or their term ends prior to April 15.
 - ~~(1) —members of the board of zoning appeals; and~~
 - (2) ~~members of the board of ethics.~~

- (c) Each such report shall identify the source of each of the following, received or accrued during the preceding calendar year, by each person required to file such report and such person's spouse, if any:
 - (1) any income for services rendered of \$1,000.00 or more;
 - (2) any honorarium from a single source in the aggregate amount of \$500.00 or more, except as otherwise reported under applicable state law;
 - (3) any gift(s) or favor(s) from a single prohibited source in the aggregate value or amount of \$100.00 or more; and
 - (4) any dividend income of \$1,000.00 or more.
- (d) Each such report shall also contain:
 - (1) the name, address, and general description of any professional organization in which the person reporting is an officer, director, partner, proprietor, or employee, or serves in any advisory capacity, from which income of \$1,000.00 or more was received;
 - (2) the name and address of every business in which the person reporting owns 10% or more of such business's then outstanding stock;
 - (3) the address and tax parcel ID number of all real property in which the person reporting has an ownership interest valued at 5% or more of the property's then assessed value; and
 - (4) the source, date, and amount of any reimbursement of expenses to the person reporting in the amount of \$1,000.00 or more.

Sec. 2-80. ~~Board of ethics / Creation /~~ Ethics hearing officers: appointment:

~~D~~uties.

- (a) ~~Creation.~~ There is hereby created a body to be known as the Fulton County board of ~~ethics.~~ Appointment. The board of commissioners shall appoint independent ethics hearing officers to serve in matters and perform the functions as outlined herein.
- (b) ~~Membership.~~ The board of ethics shall consist of the following seven (7) members, who shall have been residents of Fulton County for not less than three years preceding their selection. The members for positions (1) through (6) shall be subject to final appointment by the Board of Commissioners:
- (1) One member to be nominated by the president of the Atlanta Bar Association from among the Association's membership;
 - (2) One member to be nominated by the president of the Gate City Bar Association from among the Association's membership;
 - (3) One member to be nominated by the president of the North Fulton Chamber of Commerce from among the Chamber's membership;
 - (4) One member to be nominated by the president of the Atlanta Business League from the membership of the Atlanta Business League;
 - (5) One member to be nominated by the president of the Atlanta Airport Chamber of Commerce from among the Chamber's membership;
 - (6) One member to be nominated by the president of the South Fulton Chamber of Commerce, Inc. from among the Chamber's membership;
- aAG
- (7) One member to be nominated and appointed by the board of

~~commissioners.~~

~~In the event an organization with nominating power under subparagraphs (1) through (6), above, fails to submit a nomination following resignation or expiration of the term of its respective nominee, the Clerk to the Commission shall send notice to the organization requesting the name of a nominee. If no such nominee is provided within thirty (30) days of the notice, the board of commissioners may proceed to nominate and appoint a new member of its own choosing to the relevant position on the board of ethics.~~
Nomination. Each member of the board of commissioners may nominate an individual to serve as an ethics hearing officer subject to approval by the board of commissioners. Each ethics hearing officer shall be an impartial attorney who is an active member of the State Bar of Georgia for at least five (5) years. Ethics hearing officers shall not be current employees or current elected officials of the county nor shall they be former employees of former elected officials unless one (1) year has passed since their separation prior to the date of their appointment.

~~(c) Chair. At the first meeting of the board of ethics in each calendar year, the board shall select, from among its members, a chair who shall serve as chair for the remainder of the calendar year and until a successor is chosen pursuant to this subsection.~~

~~(dc) Compensation, organization, and meetings. Members of the board of ethics~~
Ethics hearing officers shall be paid a per diem in the amount of \$150.00 per matter. The board of ethics shall meet no less than is required to conduct the business of the board, which in no event shall be less than once each calendar

~~quarter. All meetings of the board of ethics shall be held at the Fulton County Government Center.~~

- (ed) *Term of appointment office.* ~~The members first selected pursuant to subsections (b)(1) and (2), above, shall serve an initial term of one year from the date of their selection. The terms of office of the members first selected pursuant to subsections (b)(3) and (4), above, shall expire one year after the expiration of the terms of office of the persons selected pursuant to subsections (b)(1) and (b)(2), above. The terms of office of the members first selected pursuant to subsections (b)(5), (b)(6) and (b)(7), above, shall expire two years after the expiration of the terms of office of the persons selected pursuant to subsections (b)(1) and (b)(2), above. Each member selected after the initial terms of office have expired shall serve a term of three years or until his or her successor is appointed. A member shall cease to serve upon the termination of his or her membership in the organization from which he or she was selected~~Ethics hearing officers shall serve at the pleasure of the board of commissioners.
- (fe) *Background Checks.* ~~Members~~ Ethics hearing officers shall be subject to investigation sufficient to confirm their educational and employment histories and any history of criminal convictions.
- (gf) *Vacancies.* Any vacancy ~~on the board of ethics occurring before the end of the term of the departing member~~ in the slate of ethics hearing officers shall be filled in the same manner as the original selection ~~for the remainder of the regular term.~~

- (hg) *Political Activities.* ~~Members of the board of ethics, during their term of office~~While appointed, ethics hearing officers are prohibited from making contributions to the political campaigns of any candidate for a county office.
- (ih) *Duties.* The duties of the ~~board of~~ ethics hearing officers shall be:
- ~~(1) to establish procedures, rules, and regulations for its internal organization and the conduct of its affairs, consistent with the provisions of this code of ethics;~~
- (21) to render advisory opinions, not more than sixty (60) days after receiving a request to do so, with respect to the interpretation and application of this code of ethics, to any officer or employee who requests such an advisory opinion as to whether a particular course of conduct would constitute a violation of the standards imposed herein, which requests shall be in writing. In any subsequent complaint concerning the same officer or employee and same conduct which is the subject of an advisory opinion rendered by ~~the board of an~~ ethics hearing officer, ~~the board of subsequently assigned~~ ethics hearing officer shall be bound to follow the advisory opinion, unless it is established that material facts were omitted or misstated in the request for same;
- (32) to conduct hearings ~~its proceedings~~ in meetings open to the public;
- ~~(4) to prescribe forms necessary to carry out any function prescribed by this code of ethics;~~
- (53) to make available ~~to the public~~for public inspection pursuant to the Open Records Act ~~information~~ public records disclosed pursuant to this code of ethics;

- (64) to receive, hear, investigate, and make findings concerning ~~complaints of~~ violations of this code of ethics, and to hold hearings in connection therewith ~~as the board or ethics may deem necessary~~; and
- (75) to recommend to the board of commissioners revisions of this code of ethics.
- (i) Neither the board of commissioners nor any officer or employee shall engage in any conduct designed to interfere with or improperly influence ~~the members of the board of~~ ethics hearing officers in the performance of their duties under this code of ethics.

Sec. 2-81. Hearings and procedures.

- (a) Any person may initiate a complaint of a violation of this code of ethics by submitting to the secretary ~~to for the board of~~ ethics hearing officers, a written, sworn complaint under penalty of perjury, upon a form prescribed by the ~~board of ethics~~ county, which the secretary shall then forward to a randomly assigned ethics hearing officer.
- (b) With the written concurrence of at least three (3) other ethics hearing officers, ~~The board of an~~ ethics hearing officer may also initiate an investigation on ~~its-his~~ or her own initiative by submitting to the secretary for the ethics hearing officers, a written notice of investigation using a form prescribed by the county.
- (c) Within five (5) business days following the filing of a complaint or notice of investigation, the subject of the complaint or investigation shall be notified by the secretary for the ethics hearing officers of the existence and nature of the complaint or investigation.

- (d) ~~The board of ethics shall, w~~Within sixty (60) days following the filing of a complaint ~~or initiation of an investigation on its own initiative,~~ the assigned ethics hearing officer shall issue a written initial determination as to conduct a preliminary hearing to determine whether specific, substantial evidence exists to the allegations support a reasonable belief that there has been a violation of this code of ethics and give notice to the involved parties.
- (e) If an initial determination regarding a complaint is that the allegations therein ~~the board of ethics determines by majority vote at the preliminary hearing that specific, substantial evidence exists to~~ support a reasonable belief that there has been a violation of this code as to any claim in ~~thea~~ complaint ~~or subject matter of an investigation it has initiated, the involved parties shall be so advised in writing and the board of the assigned~~ ethics hearing officer shall schedule a formal hearing to further consider those claims or subjects for which such an initial determination has been made. The ~~board of assigned~~ ethics hearing officer shall notify all ~~involved~~ parties in writing of the time and place of the formal hearing, which hearing shall not be held sooner than ten (10) days following notice of same. When an investigation has been initiated by an ethics hearing officer, said ethics hearing officer shall schedule a formal hearing and give notice in the same manner as a hearing for a filed complaint.
- (f) If an initial determination regarding a complaint is that the allegations therein ~~at least one half of the voting members of the board of ethics conclude at the preliminary hearing that specific, substantial evidence does not exist to~~ do not support a reasonable belief that there has been a violation of this code as to any

claim in ~~the~~ complaint ~~or subject matter of an investigation it has initiated~~, those claims shall be dismissed ~~or the investigation terminated~~ and the ~~involved~~ parties will be so advised in writing with the written initial determination.

- (g) Formal hearings shall be public, and all ~~involved~~ parties shall have the opportunity to be heard, to summon witnesses, and to present evidence. Persons alleged to have violated this code of ethics shall have the right to be represented by counsel at their own expense.
- (h) ~~The board of~~ An ethics hearing officer shall have the power to compel the attendance of witnesses and the production of records by subpoena, and to take testimony under oath. ~~Fulton County~~ The county shall bear the costs of issuing subpoenas and, if desired by the ~~board of~~ ethics hearing officer, the cost of having a court reporter present to record hearings. Any matters related to enforcing or quashing subpoenas may be submitted to the superior court of Fulton County.
- (i) At the conclusion of the formal hearing, the ~~board of~~ ethics hearing officer shall deliberate upon ~~its-his or her~~ findings ~~in public and shall determine its findings by majority vote~~. Findings that a violation of this code of ethics has occurred must be based upon a clear and convincing evidence standard. The ~~board of ethics'~~ decision of the ethics hearing officer shall ~~subsequently~~ be reduced to writing and provided to the parties within thirty (30) days of the conclusion of the formal hearing, which decision shall be final; provided, however, that the decision shall be subject to review through a petition for judicial review ~~by writ of certiorari~~ to the state or superior courts of Fulton County.

Sec. 2-82. Violations.

- (a) Any intentional violation of this code of ethics, ~~the furnishing of false or misleading information to the board of ethics, the failure to follow an opinion or decision issued by the board of ethics, or the failure to comply with a subpoena issued by the board of ethics, as determined by the board of ethics~~ after notice and the right to be heard in accordance with the hearing requirements of this code of ethics, shall subject the violator to:
- (1) an administrative sanction not to exceed \$1,000.00, which sanction shall be deposited into the general fund of Fulton County; and/or
 - (2) a public reprimand.
- (b) In addition to those sanctions provided for at subsection (a), with regard to a violation of this code of ethics committed by an employee of ~~Fulton County~~the county, ~~the board of an~~ ethics hearing officer may recommend to the board of commissioners or the appropriate appointing authority disciplinary action in accordance with the personnel rules, policies and procedures of the county and regulations of Fulton County.
- (c) In addition to those sanctions provided for at subsection (a), with regard to a violation of this code of ethics committed by any person, business, or other entity, ~~the board of an~~ ethics hearing officer may recommend to the Department of Purchasing and Contract Compliance that debarment proceedings be commenced in accordance with applicable county ordinances ~~of Fulton County~~.
- (d) Any person who furnishes false or misleading information to an ethics hearing officer, fails to follow an opinion or decision issued by an ethics hearing officer, or

fails to comply with a subpoena issued by an ethics hearing officer shall, at the determination of the assigned hearing officer, be subject to the sanctions provided for at subsection (a) after notice and an opportunity to be heard.

Sec. 2-83. Secretary ~~for the ethics hearing officer~~to the board of ethics /L legal counsel; compliance advisors.

- (a) ~~The board of ethics shall select a~~ A secretary, who shall be under contract with or employed by the county and paid from funds approved by the board of commissioners. shall be made available to the ethics hearing officers, whose duties shall include
- (1) the receiving of complaints, and requests for advisory opinions, notices of investigations and disclosure reports;
 - (2) impartially assigning matters to ethics hearing officers;
 - (3) —and the maintaining of all records and minutes of the meetings and proceedings of the board of ethics hearing officers: and
 - (4) submitting to the clerk to the commission copies of all records and minutes of the proceedings of the ethics hearing officer. No longer than five (5) business days following each meeting of the board of ethics, the secretary shall provide the clerk to the commission with a copy of all such records and minutes. The secretary shall be under contract with Fulton County to provide such services to the board of ethics and shall be compensated from funds approved by the board of commissioners.
- (b) ~~The board of ethics shall be represented by independent legal counsel, selected by the board of ethics from those attorneys admitted to practice law in the State of Georgi. Said legal counsel shall be under contract with Fulton County to provide such services to the board of ethics and shall be compensated from funds approved by the board of commissioners.~~

(c) There shall be three (3) compliance advisors, who shall be attorneys in good standing with the State Bar of Georgia, and selected in the manner provided herein, with each being responsible for ruling on all procedural questions and ensuring that an ethics hearing officer is complying with applicable rules and laws during a matter or proceeding in which the particular compliance advisor is assigned. The compliance advisors shall be retained by the county pursuant to independent contractor agreements, with said positions advertised by the department of human resources then spread on the meeting minutes of the board of commissioners. The compliance advisors shall provide to the county their taxpayer ID numbers and are to be paid as vendors of the county and not through the county payroll system. They shall be provided with 1099 form by the county and shall not accrue any benefits. Said compliance advisors are not intended by this ordinance to be legal counsel for ethics hearing officers or to be advisors for purposes of a pending matter before any ethics hearing officer.

Sec. 2-84. Lobbyist registration.

(a) Every lobbyist, as defined in section 2-67, and who is required by the laws of the State of Georgia to be registered with the State Ethics Commission, shall also register with Fulton County. Registration with Fulton County shall be complete upon the filing of a copy of such person's registration filed with the State Ethics Commission, including each renewal of and supplement to same, with the Fulton County board of ethics secretary for the ethics hearing officers. Each such registration, as well as each renewal of and supplement to such registration filed with the State Ethics Commissions, shall be filed with the board of ethics secretary for the ethics hearing officers not more than three (3) business days

following the applicable deadline for filing same with the State Ethics Commission.

- (b) The registration required by this code section shall not apply to:

- (1) Any person who expresses personal views, on that individual's own behalf, to the board of commissioners or any member thereof;
- (2) Any officer or employee of Fulton County, or any officer or employee of any other governmental agency or non-profit entity which is funded or partially funded by Fulton County, who appears before or provides information to the board of commissioners or a member thereof at the request of the board or a member thereof;
- (3) Any licensed attorney appearing before the board of commissioners on behalf of a client in any adversarial proceeding before the board, as well as any witness appearing in such a proceeding for the purpose of giving testimony;
- (4) Any elected official performing the official duties of their office; and
- (5) Any person employed or appointed by a registered lobbyist, but who is not a lobbyist as defined at section 2-67.

Sec. 2-85. Lobbyist disclosure reports.

Every lobbyist, as defined in section 2-67, and who is required by the laws of the State of Georgia to file disclosure reports with the State Ethics Commission, shall also file such disclosure reports with Fulton County. This requirement shall be complete upon the filing of a copy of each such disclosure report filed with the State Ethics Commission with the ~~Fulton County board of ethics~~secretary for the ethics hearing officers. Each such disclosure report shall be filed with the ~~board of ethics~~secretary for the ethics hearing officers not more than three (3) business days following the applicable deadline for filing same with the State Ethics Commission.

Sec. 2-86. Denial, suspension, or revocation of registration / Reinstatement / Administrative sanction. *(Added 7120105, item no. 05-0867)*

- (a) In addition to other penalties provided in this code of ethics, ~~an the board of~~ ethics hearing officer may by order deny, suspend, or revoke, for a period not to exceed one year, the registration of a lobbyist if it finds that the lobbyist has violated or failed to comply with the registration and disclosure requirements of section 2-84 or section 2-85. An ethics hearing officer may also impose an administrative sanction not to exceed \$1,000 per violation.
- (b) Following any period of suspension or revocation ordered pursuant to section 2-86(a), a lobbyist may apply to ~~the board of ethics~~ for reinstatement of registration. Such reinstatement application shall be conducted in the same manner as required for an initial registration under section 2-84 and shall be conditioned upon payment of any outstanding penalty or fees.
- ~~(c) Any person failing to comply with or violating any of the provisions of section 2-84 or section 2-85 shall be subject to an administrative sanction by the board of ethics not to exceed \$1,000.00 per violation.~~



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0017

Meeting Date: 1/11/2024

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

Request approval of a Resolution by the Fulton County Board of Commissioners in Observance of the 95th Birthday of the Reverend Dr. Martin Luther King Jr.

(Abdur-Rahman)

1 **RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS IN**
2 **OBSERVANCE OF THE 95th BIRTHDAY OF THE REVEREND DR. MARTIN LUTHER**
3 **KING JR.**

4
5 **WHEREAS**, the Reverend Dr. Martin Luther King Jr. ("Dr. King") was born in Fulton
6 County, Georgia in the City of Atlanta, 95 years ago, on January 15, 1929; and

7 **WHEREAS**, Dr. King is the son of Martin Luther King Sr. and Mrs. Alberta Williams
8 King, and the grandson of the Reverend and Mrs. A.D. Williams; and

9 **WHEREAS**, Dr. King lies at eternal rest and peace alongside his wife Coretta Scott
10 King, at The King Center for Nonviolent Social Change, located on Auburn Avenue in the
11 City of Atlanta; and

12 **WHEREAS**, like his father and grandfather before him, Dr. King became the pastor
13 of Ebenezer Baptist Church in the City of Atlanta; and

14 **WHEREAS**, Dr. King attended Booker T. Washington High School, then attended
15 Morehouse College, graduating at 19, and later earning a divinity degree in Pennsylvania
16 and a Doctor of Philosophy Degree at Boston University; and

17 **WHEREAS**, in the early 1950s, Dr. King became the pastor of Dexter Avenue
18 Baptist Church in Montgomery, Alabama and subsequently led many of the greatest
19 nonviolent demonstrations in United States history including the Montgomery Bus
20 Boycott; and

21 **WHEREAS**, at the age of only twenty-eight, in 1957, Dr. King established the
22 Southern Christian Leadership Conference (SCLC) to fight segregation and achieve civil
23 rights, becoming its first president; and

24 **WHEREAS**, in the face of crippling opposition, Dr. King stood firm and continued to
25 fight for social change, all while subjecting himself to danger and multiple arrests,

1 including being arrested along with his brother Alfred Daniels “A.D.” Williams King and
2 dozens more civil rights activists participating in an October 1960, Atlanta lunch-counter
3 sit-in; and

4 **WHEREAS**, in August 1963, Dr. King delivered one of the world’s most
5 recognizable and memorable speeches (*I Have A Dream*) to more than a quarter of a
6 million people in the United States capital, on the National Mall in Washington, D.C., as
7 the culmination of the historic March on Washington for Jobs and Freedom, which helped
8 propel passage of the Civil Rights Act of 1964 and the Voting Rights Act of 1965; and

9 **WHEREAS**, in his last months of life, Dr. King was organizing the Poor People’s
10 Campaign, traveling across the country to assemble a multiracial army of demonstrators
11 representing those who lived at and below the poverty line; and

12 **WHEREAS**, although Dr. King’s life was tragically cut short at the age of thirty-nine
13 by an assassin at a Memphis, Tennessee motel, while fighting for equality for city
14 sanitation workers, his courage, selflessness, and most importantly his philosophy of
15 nonviolent direct action, caused a nation to reevaluate its moral compass and paved the
16 way for rational and nondestructive social change; and

17 **WHEREAS**, Dr. King’s example continues to challenge us to meet the needs of the
18 least of us, reminding us to be a voice for those silenced, courageous for those afraid,
19 and to stand up for those who cannot, even at great personal peril; and

20 **WHEREAS**, at the age of thirty-five, Dr. King became the youngest recipient of the
21 Nobel Peace Prize, and later was awarded posthumously the two highest American
22 civilian honors: the Presidential Medal of Freedom in 1977, and the Congressional Gold
23 Medal in 2004; and

WHEREAS, after a long and relentless effort by his Alpha Phi Alpha Fraternity brothers, Dr. King's likeness stands as the only African-American at the United States National Mall in Washington, D.C., dedicated in 2011, at the Martin Luther King Jr. Memorial.

NOW, THEREFORE, BE IT RESOLVED, that on this tenth day of January in the year two thousand twenty-four, the Board of Commissioners of Fulton County, Georgia enthusiastically joins in the national observance of the 95th birthday of the Reverend Dr. Martin Luther King Jr., and hereby honors his life and legacy as the County's greatest resident, and urges all Fulton citizens to participate in the observance, and;

BE IT FINALLY RESOLVED, that the Board of Commissioner directs the Clerk to the Commission to spread this Resolution upon the official minutes and record of the Board of Commissioners of Fulton County, Georgia, and disseminate the Resolution appropriately throughout all of Fulton County and to the immediate family members of the Reverend Dr. Martin Luther King Jr.

SO PASSED AND ADOPTED, by the Board of Commissioners of Fulton County
Georgia this 10th day of January, 2024.

SPONSORED BY:

Khadijah Abdur-Rahman,
Commissioner District 6

ATTEST:

Tonya R. Grier
Clerk to the Commission

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8

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney