

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

July 9, 2025
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)
Mo Ivory, 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**25-0488 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 First Regular Meeting Agenda for separate consideration.

25-0489 Board of Commissioners

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Rodney Evans, Sr. Appreciation Day." **(Ivory)**
June 22, 2025

Proclamation recognizing "Jim Dent Remembrance Day." **(Arrington)**
June 26, 2025

Proclamation recognizing "Alfred Tup Holmes Remembrance Day." **(Arrington)**
June 26, 2025

Proclamation recognizing "Vijaya Nair Appreciation Day." **(Pitts)**
June 27, 2025

Proclamation recognizing "Q. Parker Legacy Foundation Appreciation Day."
(Arrington)
June 27, 2025

Proclamation recognizing "Zenja Murray Remembrance Day." **(Pitts)**
June 30, 2025

Proclamation recognizing "Fellowship of Affirming Ministries Appreciation Day."
(Abdur-Rahman)
July 2, 2025

Proclamation recognizing "Bishop Yvette Flunder Appreciation Day."
(Abdur-Rahman)
July 5, 2025

Proclamation recognizing "Sheila Barkley Quick Remembrance Day." **(Ivory)**
July 7, 2025

Commissioners' District Board Appointments**25-0490****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: 7/13/2025

Stephen Davis (**Thorne**)

Commissioner Thorne has nominated Stephen Davis for a District reappointment to a term ending July 13, 2030.

25-0491**Board of Commissioners****FULTON COUNTY VETERANS' EMPOWERMENT COMMISSION, INC.**

The Veterans Commission shall have the following members: Each Commissioner shall appoint two (2) members. Such appointees shall be residents of, or work in Fulton County and shall have military experience or expertise in the areas affecting military veterans. Veterans Commission shall serve three (3) year terms, with such term subject to the discretion of the appointing Commissioner, who can remove a member for cause, otherwise such member may continue to serve beyond his/her term until a successor is appointed.

Term = 3 Years

Term below expired: 12/31/2024

Richard H. White (**Hausmann**)

Commissioner Thorne has nominated Jim Squire for a District appointment to a term ending December 31, 2027.

25-0492 **Board of Commissioners**
DEVELOPMENT AUTHORITY OF FULTON COUNTY

At the Special Call Meeting, May 30, 1973, the Board of Commissioners appointed seven (7) members to serve on this Authority. In 1992, two more members were added to this board bringing the total to nine (9) members appointed by the Board of Commissioners of Fulton County. Historically, each Commissioner has appointed one person to serve on this board. In addition, two persons are appointed and confirmed by the full Board of Commissioners.

Term = 4 years staggered

Term below expired: 5/31/2025

Michael Bodker (**Hausmann**)

Commissioner Thorne has nominated Lynne Riley for a District appointment to a term ending May 31, 2029.

Open & Responsible Government

25-0493 **Registration & Elections**

Request approval to alter the boundaries of voting precincts to streamline election processes. To enhance the efficiency of the election process, boundary lines for precincts with no assigned voters or those with similar districts are recommended for adjustment to consolidate related precincts. Effective upon BOC approval.

25-0494 **Finance**

Ratification of June 2025 Grants Activity Report.

25-0495 **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 Arkan Echo, LLC, for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing water line easement area at 12580 Crabapple Road, Milton, Georgia 30004. Effective upon BOC approval.

25-0496 Real Estate and Asset Management

Request approval for Fulton County to accept and record two (2) Release of Easement instruments from BellSouth Telecommunications, LLC, formerly Southern Bell and Telegraph Company and successor by merger to South Central Bell Telephone Company, a Georgia limited liability company d/b/a AT&T Georgia, for the purpose of Bellsouth relinquishing and removing two utility easements with a total easement area of 1,078 square feet from recorded property records on County-owned real property at 400 Formwalt Street, Atlanta, Georgia 30312; authorizing the Chairman to execute the Release of Easement Instruments and any related documents; authorizing the County Attorney to approve all of the documents as to form and to make modifications thereto prior to execution. Effective upon approval.

25-0497 Real Estate and Asset Management

Request approval of a Resolution authorizing the donation of approximately 1127.42 square feet of right of way and 10,923.24 square feet of temporary easement areas on Fulton County-owned real property located on 575 Riverside Road Roswell, Georgia 30075, to the City of Roswell for the purpose of constructing roadway improvements; authorizing the Chairman to execute the Right of Way Deed and any related documents; authorizing the County Attorney to approve the Right of Way Deed and any related documents as to form and to make modifications thereto prior to execution. Effective upon approval.

25-0498 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 41,588 square feet to Fulton County, a political subdivision of the State of Georgia, from Stonecutter Plummer Holdings, LLC, for the purpose of constructing the Westlake 5950 Project at 5950 Plummer Road, South Fulton, Georgia 30336. Effective upon approval of the BOC.

25-0499 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 11,585 square feet to Fulton County, a political subdivision of the State of Georgia, from McDonald Westlake Partners, LP, individuals, for the purpose of constructing the Westlake 5950 Project at 5940 Plummer Road, South Fulton, Georgia 30336.

25-0500 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 39,378.24 square feet (0.904 ac) to Fulton County, a political subdivision of the State of Georgia, from The City of Union City, owner, for the purpose of constructing the Millennium Park Project at 0 Jones Road # Rear, Union City, Georgia 30213.

25-0501 Real Estate and Asset Management

Request approval of a Water Easement Dedication of 8,252.74 square feet to Fulton County, a political subdivision of the State of Georgia, from Northwinds Parkway Office, LLC and Greenstone Parkway 400 LLLP, for the purpose of constructing the WRN24-085 Project at 3000, 3050 & 3100 Northwinds Parkway, Alpharetta, Georgia 30009.

25-0502 Real Estate and Asset Management

Request approval of a Water Vault Easement Dedication of 304.86 square feet to Fulton County, a political subdivision of the State of Georgia, from Northwinds Parkway Office, LLC, owner, for the purpose of constructing the WRN24-085 Project at 3000 Northwinds Parkway, Alpharetta, Georgia 30009. Effective upon approval by the BOC.

Arts and Libraries**25-0503 Arts and Culture**

Request approval of a statewide contract - Department of Arts & Culture, SWC 99999-SPD-0000136-0008, Temporary Staffing Services with Corporate Temps Inc. (Norcross, Georgia) at no additional cost to provide temporary staffing services for an additional six (6) month period. Effective dates: July 1, 2025 through December 31, 2025.

Health and Human Services**25-0504 Community Development**

Request approval of a Resolution by the Board of Commissioners to authorize the adoption and approval of the 2025-2029 HUD Consolidated Plan and 2025 HUD Annual Action Plan which will allow the County to secure federal funding for projects and services that support the needs of low- and moderate-income residents. The funding includes \$1,254,161.00 from the Community Development Block Grant (CDBG) Program and \$590,862.29 from the HOME Investment Partnerships Program (HOME). A Fulton County general fund match is not required for the CDBG Program. Fulton County uses its general fund to support the required 25% match for the HOME program.

25-0505 Community Development

Request approval to (a) rescind the prior 2025 Community Services Program (CSP) award to the non-profit Saint Joseph's Mercy Care Services, Inc. in the amount of \$30,000.00; and (b) reallocate the rescinded funding in the amount of \$30,000.00 to the non-profit Open Hand Atlanta, Inc.

FIRST REGULAR MEETING AGENDA**25-0506 Board of Commissioners**

Adoption of the First Regular Meeting Agenda.

25-0507 Clerk to the Commission

Ratification of Minutes.

First Regular Meeting Minutes, June 4, 2025

Second Regular Meeting Post Agenda Minutes, June 18, 2025

25-0508 Board of Commissioners

Presentation of Proclamations and Certificates.

Proclamation recognizing "Fulton County Police Department 50th Anniversary Appreciation Day." **(Pitts/BOC)**

Proclamation recognizing "Disability Awareness Day." **(Thorne/Barrett/BOC)**

Proclamation recognizing "Amplify Your Music Youth Initiative Appreciation Day." **(Barrett/Ivory)**

PUBLIC HEARINGS**25-0509 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 Zoom or other electronic media (i.e., phone call). Non-Fulton County citizens will only be heard after all in-person Fulton County citizens, representatives of business and organizations located within Fulton County, including their employees, have been heard and the time allotted for public comment has not expired, except as otherwise provided in this code section. County staff shall verify the residency of each public speaker prior to such person being heard by the board. Speakers will be granted up to two minutes each. Members of the public will not be allowed to yield or donate time to other speakers. The Public Comment portion of the meeting will not exceed sixty (60) minutes at the First Regular Meeting, nor will this portion exceed sixty (60) minutes at the Second Regular Meeting. In the event the 60-minute time limit is reached prior to public comments being completed, public comment will be suspended and the business portion of the BOC meeting will commence. Public comment will resume at the end of the meeting. For more information or to arrange a speaking date, contact the Clerk's Office.

25-0510 Police

Alcoholic Beverages Licenses - Request public hearing and approval for license application submitted by LG Drinks LLC DBA Crispy Cool, for the manufacturer of Distilled Spirits at 3700 Wendell Drive, Ste 21, Atlanta, Georgia 30336.

25-0511 Finance

Fiscal Year 2025 General Fund Millage Rate Public Hearing.

PRESENTATIONS TO THE BOARD**Housing Authority of Fulton County****25-0512 Board of Commissioners**

Presentation: Housing Authority of Fulton County Update

HEARING**25-0513 Board of Commissioners**

To impose penalties against Commissioner Marvin S. Arrington, Jr. (District 5) for violation of the rules of decorum pursuant to Fulton County Code Section 101-68.

COUNTY MANAGER'S ITEMS**Open & Responsible Government****25-0514 Real Estate and Asset Management**

Request approval to utilize cooperative purchasing - Department of Real Estate and Asset Management, Sourcewell Contract RFP #080420, Elevator, Escalators, and Moving Walks with Related Equipment, Services, and Supplies, in the total amount not to exceed \$1,700,000.00 with Thyssenkrupp Elevator (Marietta, GA), to remove and dispose existing escalators and install two (2) new Velino Escalators in the Fulton County Government Center located at 141 Pryor Street Atlanta, GA 30303, in the amount not to exceed \$848,000.00 and to remove and dispose existing escalators and install two (2) new Velino Escalators in the Fulton County Justice Center located at 185 Central Ave SW, Atlanta, GA 30303, in the amount not to exceed \$852,000.00. The Schedule of Work commences upon issuance of the Notice to Proceed through 340 calendar days, with the contract ending upon completion of replacement/installation project as determined by Fulton County.

25-0515 Real Estate and Asset Management

Request approval to utilize cooperative purchasing - Department of Real Estate and Asset Management, OMNIA Partners Contract #3341 for HVAC Products, Installation, Labor Based Solution and Related Product and Services, in the amount not to exceed \$1,929,310.00 with Trane U.S. Inc. (Doraville, GA), to provide turnkey removal and replacement of existing HVAC mechanical Chiller No. 3 located in the Justice Center Complex at 185 Central Avenue, Atlanta, GA 30303. due to the unit having exhausted its useful life (32 years). Effective upon issuance of Notice to Proceed for 12 months, ending upon completion of the replacement/installation project as determined by Fulton County.

25-0516 Real Estate and Asset Management

Request approval to utilize cooperative purchasing - Department of Real Estate and Asset Management, Sourcewell Contract #012825-ORK, Pest Control Services with Related Products in the amount not to exceed \$150,000.00 with Orkin, LLC (Atlanta, GA), to provide continued comprehensive pest control services on an as-needed basis for Countywide facilities. Effective June 19, 2025 through December 31, 2025.

25-0517 Real Estate and Asset Management

Request approval to increase the spending authority - Department of Real Estate and Asset Management, 23ITB138304C-JNJ, Standby Fencing Installation and Repair in the amount not to exceed \$200,000.00 with Osborne & Witt, Inc., d.b.a. Allied Fence Company (Mableton, GA), for a one-time capital project to enhance perimeter security at the Juvenile Justice Center Judges' parking area by installing 8-foot-high security fencing to deter ongoing vehicle vandalism. Effective upon BOC approval.

25-0518 Real Estate and Asset Management

Request approval to increase the spending authority - Department of Real Estate and Asset Management, Bid#22ITB134894C-MH, Maintenance and Testing of Fire Intrusion Alarm Systems in the total amount not to exceed \$20,000.00 with Entec Systems, Inc. (Suwanee, GA), to provide immediate repair/or replacement of malfunctioning fire alarm systems located at three (3) Fulton County facilities: HJC Bowden Senior Multipurpose Center, Adamsville Regional Health Center, and Auburn Avenue Research Library. Effective upon BOC approval.

25-0519 Real Estate and Asset Management

Request approval to increase the spending authority - Department of Real Estate and Asset Management, 22ITB135025C-MH, Generator System Maintenance and Repair Services in the amount not to exceed \$28,287.00 with Power and Energy Services, Inc. (Powder Springs, GA), to provide immediate replacement of an identified malfunctioning Automatic Transfer Switch (ATS), a component to Generator System -1 located at the Fulton County Government Center, supporting the Public Safety Building 130 Peachtree Street. Effective upon BOC approval.

25-0520 Real Estate and Asset Management

Request approval to close out a contract - Department of Real Estate and Asset Management, 21ITB130447C-GS, Janitorial Services for Selected Fulton County Facilities (Groups E, F, G, H & I) in the amount not to exceed \$69,032.00 with (A) Chi-Ada Corporation, Inc. (Atlanta, GA), to cover the final payment for continued janitorial services rendered in April 2025 for Group E (South Libraries), Group F (Other Offices North) & (Other Offices South), Group G (South Senior Centers), and Group H (Arts Centers) until new contracts under 24ITB110124C-MH were fully executed for FY2025. Effective upon BOC approval.

25-0521 **Real Estate and Asset Management**

Request approval to close out a contract - Department of Real Estate and Asset Management, Bid#21ITB130447C-GS, Janitorial Services for Selected Fulton County Facilities (Groups E, F, G, H & I) in the amount not to exceed \$28,868.00 with American Facility Services, Inc. (Alpharetta, GA), to cover the final payment for continued janitorial services rendered in April 2025 for Group I (North & South Service Centers, the new Animal Services Facility & Airport Rescue Fire Fighting "ARFF") until new contracts under 24ITB110124C-MH were fully executed for FY2025. Effective upon BOC approval.

25-0522 **Real Estate and Asset Management**

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 25ITB1319064C-GS, Uninterrupted Power Supply (UPS) System Maintenance Services in an amount not to exceed \$112,900.00 with Levonne Industries, LLC (Atlanta, GA), to provide standby on-site preventative and full-service maintenance services for uninterrupted power supply (UPS) systems for Fulton County upon execution of contract through December 31, 2025, with two (2) renewal options.

25-0523 **Real Estate and Asset Management**

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 25ITB1366580C-GS, Modular Workstations and Free Standing Furniture Countywide, in an total amount not to exceed \$1,500,000.00, with Group A: (A) Office Design Concept GA, LLC (Atlanta, GA) in an amount not to exceed \$433,330.00; (B) Bright Interiors Group (Decatur, GA) in an amount not to exceed \$433,330.00; (C) Corporate Environments (Atlanta, GA) in an amount not to exceed \$433,330.00 to provide office modular workstation systems and free standalone furniture for Fulton County agencies on an "as needed" basis; and Group B: Office Design Concept GA, LLC (Atlanta, GA) in an amount not to exceed \$200,010.00, to provide all labor for breaking down and reconfigurations of existing workstations and office relocation by requested user departments for Fulton County agencies on an "as needed" basis. Effective upon execution of contract through December 31, 2025, with two renewal options.

25-0524 **Real Estate and Asset Management**

Request approval of statewide contracts - Department of Real Estate and Asset Management, SWC#99999-001-SPD0000203-0001, and SWC#99999-001-SPD0000203-0003, New Tires and Retread Ties in the total amount of \$100,000.00 with (A) Bridgestone Americas Tire Operations, LLC through Authorized Dealer Southern Tire Mart (Atlanta, GA) in the amount of \$30,000.00; and (B) The Goodyear Tire & Rubber Company through Authorized Dealer NexTire Commercial, Inc. (Decatur, GA) in the amount of \$70,000.00, to provide tires, tubes, accessories and repair services for Fulton County fleet vehicles for the remainder of FY2025. Effective July 1, 2025 through December 31, 2025.

25-0525 **Real Estate and Asset Management**

Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC #99999-001-SPD0000154-0001, Facility Maintenance Solution in the amount not to exceed \$505,000.00 with CGL Facility Management, LLC (Fayetteville, GA), to provide preventive and corrective maintenance services for the Fulton County Animal Services Facility located at 1251 Fulton Industrial Blvd NW, Atlanta, GA 30336. Effective July 15, 2025 through December 31, 2025.

25-0526 **Real Estate and Asset Management**

Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC #99999-001-SPD0000154-0001, Facility Maintenance Solution in the amount not to exceed \$266,311.16 with CGL Facility Management, LLC (Fayetteville, GA), to provide preventive and corrective maintenance services for the County-owned facilities currently leased to the State of Georgia, (1) Department of Human Services located at 5710 Stonewall Tell Road, College Park, GA 30349, and (2) Department of Family Children Services located at 515 Fairburn Road SW Atlanta, GA 30331. Effective July 15, 2025 through December 31, 2025.

25-0527 **Real Estate and Asset Management**

Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC #99999-001-SPD0000154-0001, Facility Maintenance Solution in the amount not to exceed \$428,860.50 with CGL Facility Management, LLC (Atlanta, GA), to provide preventive and corrective maintenance services for the Fulton County South Annex Jail located at 6500 Watson Street, Union City, Georgia 30291. Effective July 15, 2025 through December 31, 2025.

25-0528 **Information Technology**

Request approval of a statewide contract - Fulton County Information Technology (FCIT), SWC98000-GTA Direct -CONTRACT-4666-ATT, Telecommunication Services in the amount of \$3,000,000.00 with AT&T Corporation, (Atlanta, GA) to provide telecommunication services and products countywide. Effective upon BOC approval, through December 31, 2025.

25-0529 **Information Technology**

Request approval of a statewide contract - Fulton County Information Technology (FCIT), SWC98000-GTA-4666-COM, Telecommunication Services in the amount of \$500,000.00 with Comcast Corp, (Atlanta, GA) to provide telecommunication services and products Countywide. Effective dates: July 1, 2025, though December 31, 2025.

25-0530 Information Technology

Request approval to amend an existing contract - Department of Information Technology, Advantage Academy CGI 4X Cloud upgrade, in an amount not to exceed \$110,000.00 with CGI Technologies and Solutions Inc. (Fairfax, VA) to provide ongoing on-demand, self-paced training for the CGI 4X Cloud upgrade. Effective upon BOC approval until final acceptance or the final delivered product is fully implemented in the County's live production environment as determined by the CIO.

Health and Human Services**25-0531 Public Works**

Request approval of a Resolution to approve a five percent (5%) water and sewer volumetric rate increase for each of the next two (2) years; to make the necessary increases to the water and sewer fee schedules; to approve modifications to the water connection fees for North Fulton; to provide for an effective date; and for other purposes. If approved by the BOC, the increases in the water and sewer rates, fees and charges will be effective January 1, 2026 and January 1, 2027.

25-0532 Public Works

Request approval to extend an existing contract - Department of Public Works, 20RFP123061K-DB, Operation and Maintenance of Fulton County Flow Monitoring Equipment in the amount of \$566,873.00 with ADS Environmental Services LLC (Marietta, GA), to provide comprehensive operations, preventive maintenance, and repair services for flow monitors and rain gauges, along with sewer system evaluation services for an additional 149 day period effective August 5, 2025 through December 31, 2025.

25-0533 Public Works

Request approval to correct Agenda Item 25-0106 to correct the not to exceed amounts for Years 1 - 5 for the Atlanta-Fulton County Water Resources Commission ("AFCWRC") Contract, 24RFP0820K-DB, Operation & Maintenance Services for the Atlanta-Fulton County Water Treatment Facility (owned jointly between the City of Atlanta and Fulton County) with Veolia Water North America - South, LLC (Veolia Water) / Khafra Operations Services, LLC, a Joint Venture (Atlanta, GA). Effective upon BOC approval.

25-0534 Behavioral Health and Developmental Disabilities

Request approval of a Memorandum of Understanding (MOU) between Fulton County, on behalf of the Department of Behavioral Health and Developmental Disabilities, and Way Shape Form, Inc. to conduct the TextForHelp program in Fulton County by providing clinical management responsibilities and delivering the necessary data and reports generated by the program, in the amount not to exceed \$23,500.00. The MOU will be effective May 1, 2025, through December 31, 2025.

25-0535 Behavioral Health and Developmental Disabilities

Requesting approval to renew existing contracts - Department of Behavioral Health and Developmental Disabilities, 22RFP0388A-CJC (D), Fulton County Behavioral Health Network with Grady Memorial Hospital d/b/a Grady Health System (Grady) in an amount not to exceed \$12,620,456.89 to expand services to provide full-service operation and management of the Fulton County Behavioral Health Crisis Center (BHCC). This action exercises the second of eight renewal options. Six renewal options remain. Effective upon BOC approval through June 30, 2026.

COMMISSIONERS' ACTION ITEMS**25-0483 Board of Commissioners**

Request approval of a Resolution requiring department heads perform and submit an annual training assessment during the budget preparation process; directing an amendment to Fulton County Personnel Procedure 209-16 "Travel, Training, Parking and automobile allowance/Mileage Reimbursement Policy," and for other purposes. **(Ivory) (HELD ON 6/18/25)**

25-0536 Board of Commissioners

Request approval of a Resolution to improve the safety of the Fulton County Jail by expediting the transfer of funds from the Detention Services Overtime Fund and the Detention Services Staffing Incentive Fund to the budget of the Fulton County Sheriff's Office (FCSO) to aid in the recruitment and retention of Detention Officers; to remove extraneous reporting requirements that have delayed the use of urgently needed funding; and for other purposes. **(Barrett)**

25-0537 Board of Commissioners

Request approval of a Resolution of the Fulton County Board of Commissioners to decline participation in new projects in the Westside Tax Allocation District; to direct the Tax Commissioner to cease the remittance of the County's tax increments to the Atlanta Development Authority related to the Westside Tax Allocation District; and for other purposes. **(Ellis)**

Commissioners' Full Board Appointments**25-0538****Board of Commissioners****FULTON COUNTY BOARD OF TAX ASSESSORS**

The Fulton County Board of Tax Assessors shall be a five-member board, whose members shall be appointed by the full Board of Commissioners of Fulton County upon nomination by any member of the board of commissioners. Of the five members, at least one shall be a resident of the City of Atlanta, at least one shall be a resident of that portion of Fulton County that lies north of the municipal limits of the City of Atlanta, and at least one shall be a resident of that portion of Fulton County that lies south of the municipal limits of the City of Atlanta. Each such member of the board of tax assessors shall meet all eligibility and other professional and other statutory requirements and qualifications provided under Georgia law and shall, upon appointment, take an oath and shall be otherwise appointed as provided by Georgia law.

Term = 4 years

Term below expired: 6/30/2025

Edward C. London (**BOC/Post 4**)

Commissioner Abdur-Rahman has nominated Edward C. London for a Full Board reappointment to a term ending June 30, 2029.

25-0539**Board of Commissioners****REGION III EMERGENCY MEDICAL SERVICES COUNCIL**

The Bylaws of the Region III Emergency Medical Services (EMS) Council requires that its members be appointed by County Commissioners and must constitute a minimum of two thirds of the voting membership. Council members serve terms of appointment of three (3) years. The Council year will be from July 1 to June 30. The term of each appointment shall be for three years with one-third of the Council to be appointed each year. In order to have one-third of the Council appointed each year some appointments may be made for 1 or 2 years until such balances achieved. Members may be reappointed to the EMS Council with no limit on terms.

Term = 3 Years

Term below expired: June 30, 2024

Henry W. Argo (**BOC/Position 6**)

Commissioner Arrington has nominated Chad Jones for a Full Board appointment to a term ending June 30, 2027.

COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS**25-0540 Board of Commissioners**

Discussion: Non-working escalators and repair status **(Ivory)**

25-0541 Board of Commissioners

Discussion: Outstanding water bill from City of Atlanta **(Pitts)**

EXECUTIVE SESSION**25-0542 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.: 25-0489

Meeting Date: 7/9/2025

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

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Rodney Evans, Sr. Appreciation Day." **(Ivory)**
June 22, 2025

Proclamation recognizing "Jim Dent Remembrance Day." **(Arrington)**
June 26, 2025

Proclamation recognizing "Alfred Tup Holmes Remembrance Day." **(Arrington)**
June 26, 2025

Proclamation recognizing "Vijaya Nair Appreciation Day." **(Pitts)**
June 27, 2025

Proclamation recognizing "Q. Parker Legacy Foundation Appreciation Day." **(Arrington)**
June 27, 2025

Proclamation recognizing "Zenita Murray Remembrance Day." **(Pitts)**
June 30, 2025

Proclamation recognizing "Fellowship of Affirming Ministries Appreciation Day." **(Abdur-Rahman)**
July 2, 2025

Proclamation recognizing "Bishop Yvette Flunder Appreciation Day." **(Abdur-Rahman)**
July 5, 2025

Proclamation recognizing "Sheila Barkley Quick Remembrance Day." **(Ivory)**
July 7, 2025



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0493

Meeting Date: 7/9/2025

Department

Registration & Elections

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

Request approval to alter the boundaries of voting precincts to streamline election processes. To enhance the efficiency of the election process, boundary lines for precincts with no assigned voters or those with similar districts are recommended for adjustment to consolidate related precincts. Effective upon BOC approval.

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

This Agenda item is presented pursuant to O.C.G.A. 21-2-261 and 21-2-262(d) of the Georgia Election Code.

21-2-261 a) The superintendent of a county or the governing authority of a municipality may, as provided in Code Section 21-2-262 divide or redivide any precinct in that county or municipality into two or more precincts of compact and contiguous territory, or alter the bounds of any precinct in that county or municipality, or form a precinct out of two or more adjoining precincts or parts of precincts in that county or municipality, or consolidate adjoining precincts in that county or municipality, so as to suit the convenience of the electors and to promote the public interests.

21-2-262 (d) In any county having a population of more than 250,000 according to the United States decennial census of 1970 or any such future census, the powers and duties conferred upon the superintendent by this Code section and Code Sections 21-2-261 and 21-2-261.1 shall be exercised and performed by the governing authority of the county.

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: To improve the efficiency of the election process, it is recommended that boundary lines for precincts with no assigned voters, or those with overlapping or similar district compositions, be adjusted to consolidate related precincts. Approval is requested to permanently modify the boundaries of these voting precincts to streamline election operations, effective upon approval by the Board of Commissioners, and remaining in effect unless or until redistricting necessitates further changes.

Scope of Work: The scope of work involved reviewing and adjusting precinct boundary lines to consolidate similar districts and eliminate precincts with no assigned voters. This included assessing voting locations to ensure they are conveniently located and can accommodate the assigned voters. The revised boundaries were submitted to Fulton County GIS for verification and creation of updated precinct maps. Additionally, all impacted Municipalities and County Commission Districts were forwarded the updated maps for review.

Community Impact: By ensuring voting locations are conveniently located and can adequately accommodate voters, this initiative promotes greater accessibility and convenience for the community. Ultimately, these changes will streamline the voting experience, reduce delays, and foster greater voter participation, benefiting the entire community during future elections.

Department Recommendation: Department of Registration & Elections requests approval.

Project Implications: The implementation of revised precinct boundaries will require updates to election-related systems, including equipment programming, labeling, documents, and voter roll management, to ensure smooth execution.

Community Issues/Concerns: Effective communication and outreach will be necessary to ensure that all impacted voters are informed of their polling location and/or precinct changes before the next election.

Department Issues/Concerns: The department will need to ensure all necessary updates to voter rolls, equipment programming, and precinct maps are completed accurately and on time.

Fiscal Impact / Funding Source: N/A

Exhibits Attached:

Exhibit 1: Proposal 91.25A

Exhibit 2: Proposal 91.25B

Contact Information:

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

FIGURE 9.1A
EXISTING PRECINCTS
01P 01R, & 01T

EXISTING POLLING PLACE
01R, 01T
THOMASVILLE RECREATION
1835 HENRY THOMAS DRIVE

EXISTING POLLING PLACE

01P

DOBBS ELEMENTARY SCHOOL

2025 JONESBORO RD SE

Main St SW

Conrad Ave SE

Medford Ave SE

Grantdale Dr SE

Marston Way SE

Marston Rd SE

Jonesboro Rd SE

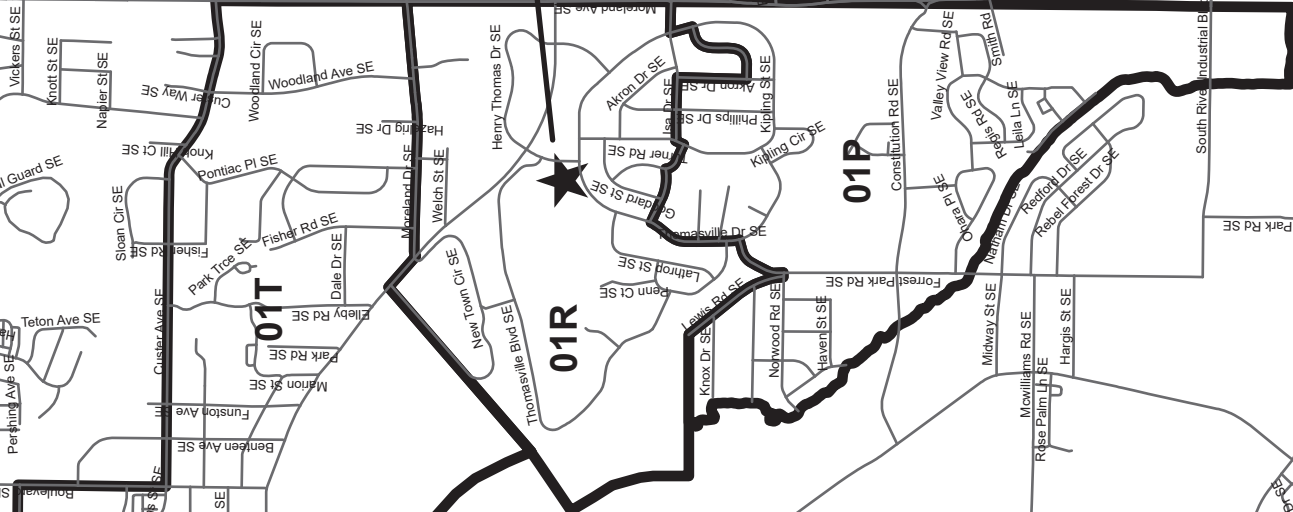
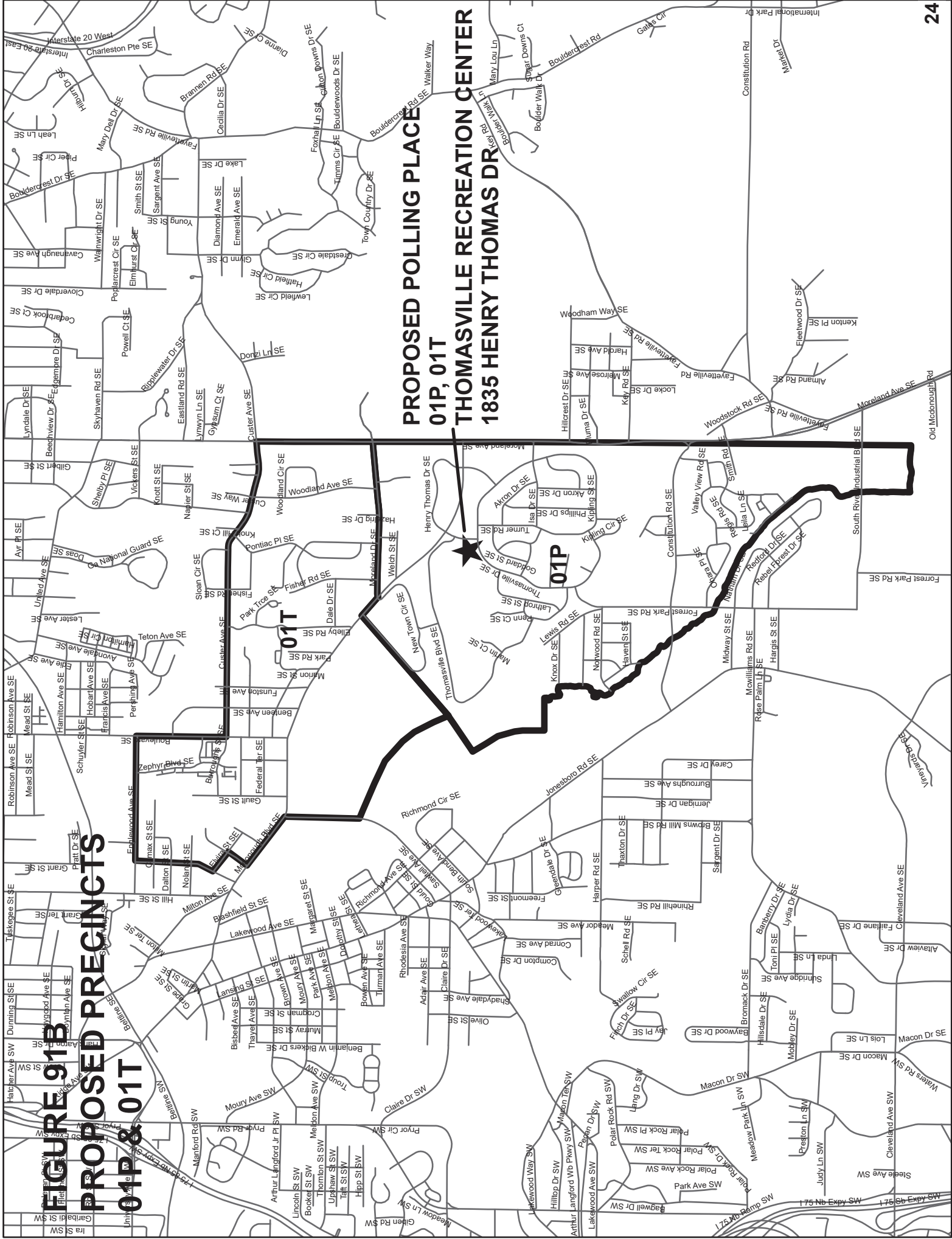


FIGURE 91B
PROPOSED PRECINCTS
01P & 01T



PROPOSED POLLING PLACE
01P, 01T
THOMASVILLE RECREATION CENTER
1835 HENRY THOMAS DR



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0494

Meeting Date: 7/9/2025

Department

Finance

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

Ratification of June 2025 Grants Activity Report.

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

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

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

Open and Responsible Government

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

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

The Fulton County June 2025 Grants Activity Report (GAR) Exhibit 1: BOARD GRANTS RATIFICATION SUMMARY summarizes grants submitted/pending and awarded for the period June 1, 2025 - June 30, 2025.

Fulton County departments report the following grants activity:

- Applications Submitted/Pending: 2 (\$1,094,469.12 + \$32,119.50 Cash Match)
- Applications Awarded: 0 (\$0 + \$0 Cash Match)

The following Strategic Priority Areas are Impacted by June 2025 grant applications:

- Safety and Justice

The Fulton County June 2025 Grants Activity Report (GAR)-Exhibit 2: ALL GRANTS ACTIVITY summarizes cumulative grants activity through June 30, 2025. Fulton County departments report the following grants activity:

- Total Applications Submitted/Pending: 27 (\$118,947,158.81 + \$290,816.09 Cash Match)
- Total Applications Awarded: 12 (\$2,702,522.24 + \$19,651.76 Cash Match)
- Total Grant Applications Denied: 0 (\$0 + No Cash Match)

Department Recommendation: Department recommends ratification of the June 2025 Grants Activity Report (GAR).



FULTON COUNTY FY2025 GRANTS ACTIVITY REPORT June 2025

Presented to:
Fulton County Board of Commissioners
Wednesday, July 9, 2025
Second Meeting

Provided by: Fulton County Finance Department, Grants Administration Division



Exhibit 1: Board Grants Ratification Summary

Grants Submitted and/or Awarded

June 1, 2025 -June 30, 2025

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

EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY**Fulton County FY2025 June Grants Activity Report**

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

Grant Applications Submitted and/or Awarded June 1, 2025 Through June 30, 2025 Requiring BOC Ratification

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status	from Grantor
JUSTICE AND SAFETY							
District Attorney	U.S. Department of Justice	Family Justice Center	Request approval to apply and accept a grant from the United States Department of Justice in the amount of \$1,000,000.00 to provide services to victims of crime with classes and information on domestic violence, sexual assault, elder abuse, human trafficking, crimes against children and animal abuse. The goal is to decrease homicides by establishing the Family Justice Center. The grant period is from October 1, 2025 through September 30, 2028.				
			No County Cash Match	\$ 1,000,000.00	\$ -	Pending	N/A
Clerk of Superior Court	Georgia Department of Human Services	Child Support Services	Request approval to apply and accept a repeat grant from Georgia Department of Human Services in the amount of \$94,469.12 to assist with the processing of child support petitions and subsequent pleadings filed in the office. There is a required cash match of \$32,119.50. The Department has the funding within their FY25 budget. The grant period is from July 1, 2025 through June 30, 2025.				
			County Cash Match: \$32,119.50	\$ 94,469.12	\$ 32,119.50	Pending	\$ 84,833.69
			Subtotal:	\$ 1,094,469.12	\$ 32,119.50		
HEALTH AND HUMAN SERVICES							
ARTS AND LIBRARIES							
INFRASTRUCTURE AND ECONOMIC DEVELOPMENT							
OPEN AND RESPONSIBLE GOVERNMENT							
REGIONAL LEADERSHIP							
			TOTAL:	\$ 1,094,469.12	\$ 32,119.50		



Exhibit 2: All Grants Activity

Cumulative Through June 30, 2025

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

EXHIBIT 2: ALL GRANTS ACTIVITY

CUMULATIVE & CURRENT PERIOD (AS OF June 30, 2025)

Exhibit 2 shows, for all grant-active departments, the cumulative grants activity and the current period grants activity.

Total grants broken out by grants still pending, grants awarded, and grants denied. Grants awarded broken out by new vs. renewal and competitive vs formula.

ALL GRANTS ACTIVITY						
All Grants	Prior Period Grants	Prior Period Funds	Current Period Grants: 6/1/2025-6/30/2025	Current Period Funds: 6/1/2025-6/30/2025	Cumulative Total Grants	Cumulative Total Funds
Grants Pending^	25	\$ 117,852,689.69	2	\$ 1,094,469.12	27	\$ 118,947,158.81
Grants Awarded	12	\$ 2,702,522.24	0	\$ -	12	\$ 2,702,522.24
Grants Denied	0	\$ -	0	\$ -	0	\$ -
Cash Match Requested-2025	-	\$ 278,348.35	-	\$ 32,119.50	-	\$ 310,467.85
Total:	37	\$ 120,833,560.28	2	\$ 1,126,588.62	39	\$ 121,960,148.90

ALL GRANTS AWARDED, NEW VS. RENEWAL						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 6/1/2025-6/30/2025	Current Period Funds: 6/1/2025-6/30/2025	Cumulative Total Grants	Cumulative Total Funds
New Grant Awards	2	\$ 1,000,000.00	0	\$ -	2	\$ 1,000,000.00
Renewal/Repeat Grant Awards	10	\$ 1,702,522.24	0	\$ -	10	\$ 1,702,522.24
Total:	12	\$ 2,702,522.24	0	\$ -	12	\$ 2,702,522.24

ALL GRANTS AWARDED, COMPETITIVE VS. FORMULA						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 6/1/2025-6/30/2025	Current Period Funds: 6/1/2025-6/30/2025	Cumulative Total Grants	Cumulative Total Funds
Competitive Grant Awards*	2	\$ 3,259.50	0	\$ -	2	\$ 3,259.50
Formula Grant Awards^^	10	\$ 2,699,262.74	0	\$ -	10	\$ 2,699,262.74
Total:	12	\$ 2,702,522.24	0	\$ -	12	\$ 2,702,522.24

^Includes 11 grants that were pending at the end of 2024 and carried over for tracking in 2025.

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



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0495

Meeting Date: 7/9/2025

Department

Real Estate and Asset Management

Requested Action

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 Arkan Echo, LLC, for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing water line easement area at 12580 Crabapple Road, Milton, Georgia 30004. Effective upon BOC approval.

Requirement for Board Action

Fulton County is authorized to grant an encroachment on its water line 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. § 36-10-1, all 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

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

Scope of Work: Arkan Echo, LLC, the owner of the real property located at 12580 Crabapple Road, Milton, Georgia 30004, has requested the conditional approval of the Fulton County Board of Commissioners via an Indemnification, Maintenance, and Land Use Agreement for Private Improvement to install stormwater infrastructure within the County's existing water line easement area.

The purpose of the Indemnification Agreement is to formally affirm the terms of Fulton County's conditional approval of an encroachment(s) of private improvements within the County's water line easement area.

The Fulton County Department of Real Estate and Asset Management, DREAM, and the Fulton County Department of Public Works are requesting approval to amend the terms of the County's water line easement as referenced and recorded in Deed Book 68966, Page 297.

At the request of Arkan Echo, LLC, the Department of Public Works completed an on-site assessment of the area, which is approximately 350.10 square feet, and confirmed that the County's water system will not be adversely impacted and can continue to be properly maintained if this encroachment is permitted.

Community Impact: As per the terms of the agreement, Fulton County retains its full access to maintain its water service line while granting the property owner the conditional approval to install stormwater infrastructure within the County's water line easement area.

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

Project Implications: Approval of this Agreement will not impact water services or Fulton County's access to the onsite water service line for necessary maintenance.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Approval of the Agenda Item does not involve the receipt or payment of funding.

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

Cross Reference

Plat Book 66400, Page 200
Deed Book 68966, Page 297

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this ____ day of _____, 2025, between ArAkan Echo, 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.

68966 297

Fulton County grants Owner, "the License" to enter within a portions of its water main easement as referenced in and recorded at Plat Book ____ page ____ 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 Standard Water Indemnification Agreement 08.2024

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, 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: Arkan Echo, LLC
 3275 North Point Parkway, Suite 201
 Alpharetta, GA 30005

Re: 2nd District 2nd Section, Land Lot(s) 1137 & 1168

Parcel Number: 22 385011370060

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

Signatures:

Signed sealed and delivered in the presence of

OWNER Arkan Echo, LLC

[Signature]
Unofficial Witness

[Signature]
Signature (Authorized Party to Bind Owner Entity)

[Signature]
Notary Public
My Commission Expires: 10/31/25

Ihssan Hashem, Co-CEO
Signatory's Name and Title (printed)

Owner's Address: 3275 North Point Parkway STE 201
Alpharetta, GA 30005

(Notary Seal)



[Signatures continued on next page.]

Signed, sealed and delivered this ____ day of _____, 20__ in the presence of:

FULTON COUNTY, GEORGIA a political subdivision of the State of Georgia

Witness

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

[Notarial Seal]

APPROVED AS TO FORM

ATTEST:

Y. Soo Jo, County Attorney

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO CONTENT:

Terry Peters, Acting Director
Department of Public Works

EXHIBIT “A



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0496

Meeting Date: 7/9/2025

Department

Real Estate and Asset Management

Requested Action

Request approval for Fulton County to accept and record two (2) Release of Easement instruments from BellSouth Telecommunications, LLC, formerly Southern Bell and Telegraph Company and successor by merger to South Central Bell Telephone Company, a Georgia limited liability company d/b/a AT&T Georgia, for the purpose of Bellsouth relinquishing and removing two utility easements with a total easement area of 1,078 square feet from recorded property records on County-owned real property at 400 Formwalt Street, Atlanta, Georgia 30312; authorizing the Chairman to execute the Release of Easement Instruments and any related documents; authorizing the County Attorney to approve all of the documents as to form and to make modifications thereto prior to execution. Effective upon approval.

Requirement for Board Action

Pursuant to Sec. 1-117, the Board of Commissioners has exclusive jurisdiction and control in directing and controlling all the property of the county, as they may deem expedient, according to law and to exercise such other powers as are granted by law, or are indispensable to their jurisdiction over county matters and county finances.

Strategic Priority Area related to this item

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

Scope of Work: The Department of Real Estate and Asset Management (DREAM) and the Atlanta Fulton County Recreation Authority are actively negotiating the terms of and completing due diligence related to a property exchange. A title examination and survey completed on County-owned property at 400 Formwalt Street confirmed the existence of two (2) utility easements with a total easement area of 1,078 square feet in favor of BellSouth that would impact the development options for the property.

The Atlanta Fulton County Recreation Authority has requested that DREAM facilitate and complete the release of the two (2) utility easements on the County-owned property at 400 Formwalt Street, Atlanta, Georgia prior to completing the exchange of properties.

At DREAM's request, BellSouth Telecommunications, LLC, formerly Southern Bell and Telegraph Company and successor by merger to South Central Bell Telephone Company, a Georgia limited liability company d/b/a AT&T Georgia, completed an assessment of the two (2) utility easements and confirmed the easements are not necessary for its operations and agreed to complete the formal release of the easement rights to Fulton County.

Community Impact: Following the exchange of properties between the Atlanta Fulton County Recreational Authority and Fulton County, if completed, the subject property will be redeveloped into affordable housing.

Department Recommendation: The Department of Real Estate and Asset Management recommends acceptance of the two (2) Release of Easement instruments from BellSouth Telecommunications, LLC, formerly Southern Bell and Telegraph Company and successor by merger to South Central Bell Telephone Company, a Georgia limited liability company d/b/a AT&T Georgia, for the purpose of removing the total easement area of 1,078 square feet from legal records for this property.

Project Implications: The planned redevelopment of the County-owned property is consistent with the County's Economic and Development initiative.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Acceptance of the two (2) release of easement instruments does not involve the expenditure or the receipt of funds.

STATE OF GEORGIA
COUNTY OF FULTON

RF-8415-GA
(11-2013)

This instrument is number 1 of 2 originals

Preparer's name and address: Terri Rosamond
188 Hurricane Shoals Rd
Building 1000
Lawrenceville, GA 30046

Release of Easement

THIS INSTRUMENT made this 11th day of April, 2025, by BellSouth Telecommunications, LLC, formerly Southern Bell Telephone and Telegraph Company and successor by merger to South Central Bell Telephone Company, a Georgia limited liability company, d/b/a AT&T Georgia and its subsidiaries and affiliates and its parent and its parent's subsidiaries and affiliates, successors and assigns (hereinafter "AT&T").

Witnesseth:

WHEREAS, heretofore and by an instrument in writing bearing the date of March 20, 2002 and recorded on May 20,, 2002 in Deed Book 32418, Page(s) 536, Fulton County, State of Georgia Records, (hereinafter referred to as the "Original Easement"), BellSouth Telecommunications, Inc., its successors and assigns, was granted a right of way and easement for its communications lines over, through, and across certain property in the Town/City of Atlanta, County of Fulton, State of Georgia, described in the Original Easement, and also, upon, over and/or under the highways upon or adjoining said property together with certain other rights as therein set forth; and,

WHEREAS, by accepting this Instrument, Fulton County Government, Real Estate & Asset Management Dept residing at 141 Pryor Street, Suite 8021, Town/City of Atlanta, County of Fulton, State of Georgia, (hereinafter referred to as "Owner"), represents that he/she is the owner of property burdened by the Original Easement and is desirous of having such property released from the burden of the Original Easement and,

WHEREAS, the property to be released from the burden of the Original Easement is more particularly described as follows, (and hereinafter referred to as "Property Released"):

See original easement marked Exhibit "B" attached hereto and made a part hereof

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) paid by Owner, the receipt of which is hereby acknowledged, AT&T does hereby release unto the Owner of said property all the rights, title and interest acquired by grantee under the Original Easement as it pertains to the Property Released. EXCEPTING AND RESERVING to AT&T, its successors and assigns, however, all rights, privilege and authority acquired under said Original Easement, over and/or under the highways upon or adjoining said property together with the rights appurtenant thereto.

IN WITNESS WHEREOF, AT&T has caused this instrument to be duly executed the day and year first herein before written.

Signed, sealed and delivered in the presence of:

BELLSOUTH TELECOMMUNICATIONS, LLC,
d/b/a AT&T GEORGIA

Witness
(Print Name)

Witness
(Print Name)

STACY LUKESBURY
Charlie Roman

By:

Blyh
BRENT SNYDER, BS1940

Title:

Director - Access Construction & Engineering

STATE OF
COUNTY OF

Georgia
DeKalb

On the 11th day of April 2025, before me personally appeared

Brent Snyder to me known, who being by me duly sworn, did
depose and say that he/she is a Director, of
AT&T, the company described in and which executed the above instrument, and that he/she signed his/her name thereto
on behalf of said company.

Notary Public
(Print Name)

Terri M. Randall

My Commission Expires:

April 26, 2027

TO BE COMPLETED BY AT&T (Release must be concurred and approved before execution.)

Release Concurred:

BC

Bryan Curtis - Area Manager

Manager (type or print name)

Release Approved:

Ronnie S Neeman

Ron Neeman - GEO Manager

Manager (type or print name)

Date:

4/2/25

Date:

4.3.25

District	FRC	Wire Center/NXX	Authority
Drawing	Area Number	Plat Number	RWID
Parcel ID	Approval	Title	

VALUE CONCEPTS, INC
2220 HEWATT ROAD
SUITE A
SNELLVILLE, GA 30039

R M J

2002 APR 17 A 10:51

CONSTRUCTION MANAGEMENT

Deed Book 32418 Pg 536
Filed and Recorded May-20-2002 11:00am
2002-0153997
Real Estate Transfer Tax \$0.00
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

STATE OF GEORGIA
COUNTY OF FULTON

Ⓟ BELLSouth

8416-C-GA
(09-2000)

Preparer's name and address:
(Return document to the BellSouth
address on back)

Tom Planes
4453 Freeman Ct.
Norcross, GA 30093

Easement

For and in consideration of One Dollar dollars (\$ 1.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the premises described below, hereinafter referred to as Grantor, do(es) hereby grant to BELLSouth TELECOMMUNICATIONS, INC., a Georgia corporation, its licensees, agents, successors, assigns, and allied and associated companies, hereinafter referred to as Grantee, an easement to construct, operate, maintain, add, and/or remove such systems of communications, or related services as the Grantee may from time to time require upon, over, and under a portion of the lands described in Deed Book 24151, page 238, Fulton County, Georgia Records, and, to the fullest extent the grantor has the power to grant, upon, over, along, and under the roads, streets, or highways adjoining or through said property. The said easement is more particularly described as follows:

All that tract or parcel of land lying in Land Lot(s) 76, (Land District) (GMD) 14th, Section N/A, Fulton County, State of Georgia, consisting of a (strip) (parcel) of land Said easement being 30' x 30' with a 5 feet wide strip easement to Eugenia Street. This a relocation of an existing easement. Easement is shown on a plat of survey made for BellSouth Telecommunications Inc. by James M. McNeely RLS number 2301 dated February 15, 2002. A copy is attached as EXHIBIT "A". but only with the approval of the Grantor

The following rights are also granted: the exclusive right to allow any other person, firm, or corporation to attach wires or lay cable or conduit or other appurtenances upon, over, and under said easement for communications or electric power transmission or distribution; ingress to and egress from said easement at all times; the right, ~~but not the obligation,~~ to clear the easement and keep it cleared of all trees, undergrowth, or other obstructions; the right, ~~but not the obligation,~~ to trim and cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside the easement which might interfere with or fall upon the lines or systems of communication or power transmission or distribution; the right to relocate said facilities, systems of communications, or related services on said lands to conform to any future highway relocation, widening, or improvements.

To have and to hold the above granted easement unto BellSouth Telecommunications, Inc., its licensees, agents, successors, assigns, and allied and associated companies forever and in perpetuity.

represents

Grantor ~~warrants~~ that grantor is the true owner of record of the above described land on which the aforesaid easement is granted.

Exhibit "B"

RMJ

2002 APR 17 A 10:51

CONSTRUCTION MANAGEMENT

SPECIAL STIPULATIONS OR COMMENTS:

The following special stipulations shall control in the event of conflict with any of the foregoing easement:

Permission is also granted to allow any other person, firm, or corporation to provide for gas distribution to BellSouth equipment placed on the site, the path and documents relating to same must be approved by Grantor

In witness whereof, the undersigned has/have caused this instrument to be executed on the 20 day of March, 2002

Signed, sealed and delivered in the presence of:

Tom Evans
Witness

Tom Evans
Witness

State of Georgia, County of Fulton

Fulton County, a political subdivision of

Name of Corporation

the State of Georgia

By:

Title Mike Kenn, Chairman

Attest:

Justine Boyd, Clerk to the Commission

NANCY STEED LEWIS do hereby certify that Mike Kenn personally came before me this day and acknowledged that he (or she) is Chairman (officer) of the Fulton County a corporation, and backed by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman (officer) sealed with its corporate seal, and attested by himself (or herself) as its Chairman (officer).

Witness my hand and seal, this 20 day of March, 2002

Nancy Steed Lewis
Notary Public

My Commission Expires:

Notary Public, Walton County, Georgia
My Commission Expires June 8, 2004

Grantor's Address:

Fulton County Land Division
141 Pryor Street
Suite 8021
Atlanta, GA 30303

Grantee's Address:

BellSouth Telecommunications, Inc
445 Atlanta South Parkway
Room 135
Atlanta, Ga 30349

TO BE COMPLETED BY BELL SOUTH TELECOMMUNICATIONS, INC

District	FRC	Wire Center NXX	Authority
Drawing	Area Number	Plot Number	RW ID
Approval	Title		

APPROVED AS TO FORM:

This March 1, 2002
Beryl A. Weiner By Marguerite S. Aldridge
Beryl Weiner, Associate County Attorney

TEM # 0350, RCM 320102, A.M. - REELS ONE

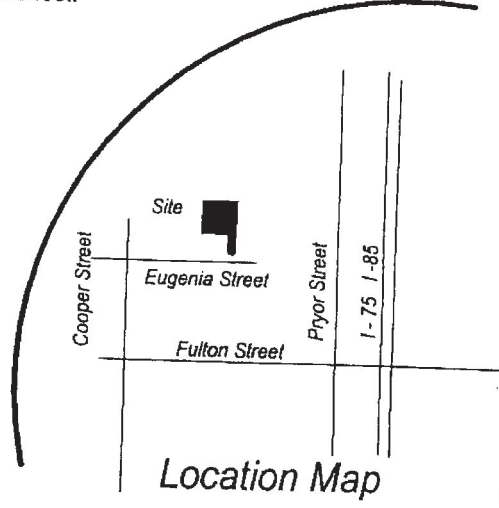
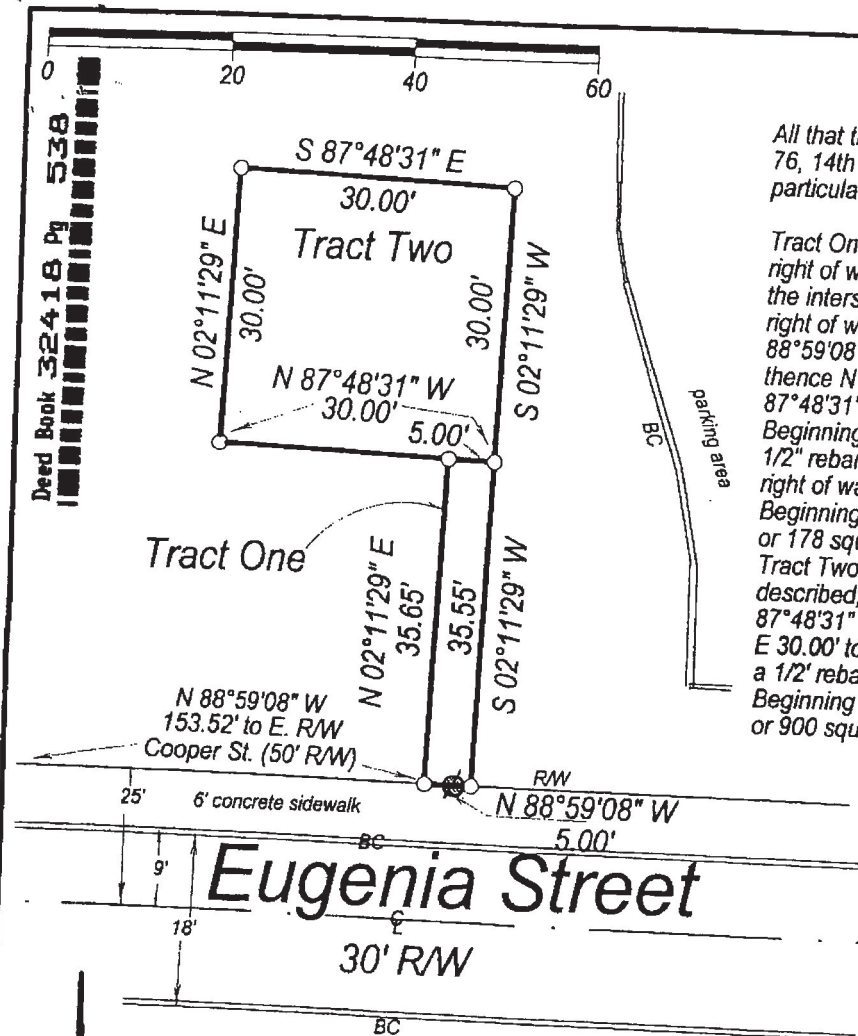
Deed Book 32418 Pg 538

Legal Description

All that tract or parcel of land lying and being in Land Lto 76, 14th District, Fulton County, Georgia, and being more particularly described as follows:

Tract One Beginning at a 1/2" rebar set on the northerly right of way line of Eugenia Street (30' R/W) from which the intersection of said right of way line and the easterly right of way line of Cooper Street (50' R/W) bears N 88°59'08" W 153.52', the Point of Beginning of Tract One: thence N 2°11'29" E 35.65' to a 1/2" rebar set, thence S 87°48'31" E 5.00' to a 1/2" rebar set and Point of Beginning of Tract Two, thence S 2°11'29" W 35.55' to a 1/2" rebar set on said right of way line, thence along said right of way line N 88°59'08" W 5.00' to the Point of Beginning of Tract One, said tract containing 0.0041 acres or 178 square feet.

Tract Two Beginning at a 1/2" rebar set previously described, the Point of Beginning of Tract Two: thence N 87°48'31" W 30.00' to a 1/2" rebar set, thence N 2°11'29" E 30.00' to a 1/2" rebar set, thence S 87°48'31" E 30.00' to a 1/2" rebar set, thence S 2°11'29" W 30.00' to the Point of Beginning of Tract Two, said tract containing 0.0207 acres or 900 square feet.



Easement Area

Tract One 0.0041 AC or 178 S.F.
Tract Two 0.0207 AC or 900 S.F.

Location Map

North

Fulton County Juvenile Justice Center

- MONUMENT FOUND
 - 1/2" REBAR SET
 - FENCE
 - ELECTRONIC MARKER SET
 - CL — CENTER LINE
 - PL — PROPERTY LINE
 - N OR F NOW OR FORMERLY
 - UTILITY POLE
 - EP EDGE OF PAVEMENT
 - BC BACK OF CURB
 - EASEMENT LINE
 - BST CABINET
 - CEV BST CEV UNIT
 - BST MANHOLE
 - RW RIGHT OF WAY
- TYPE MONUMENTS USED: 1/2" REBAR WITH PLASTIC CAP
STAMPED "BELLSOUTH RLS 2301"
ALL MATTERS OF TITLE EXCEPTED

The field data upon which this map or plat is based has a closure precision of one foot in 10,000 feet and an angular error of 0" per angle point, and was not adjusted.

This map or plat has been calculated for closure and is found to be accurate within one foot in 100,000 feet.

The type of equipment used to obtain the linear and angular measurements used in the preparation of said map or plat is Topcon GPT 1003 Total Station.

EASEMENT SURVEY FOR:

BELLSOUTH
TELECOMMUNICATIONS
SITE ID **CT 5115**

PROPERTY OF:
Fulton County

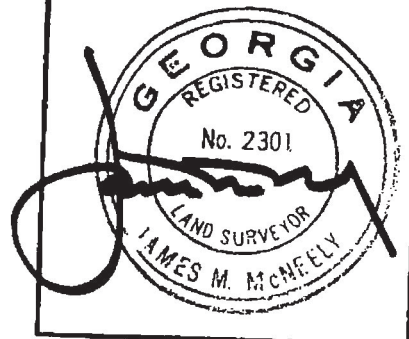
LAND LOT 76, 14th DISTRICT,
FULTON COUNTY, GEORGIA

SCALE: 1" = 20'
DATE: 02-15-02

Cheryl Lee
Tom Planes

JAMES M. McNEELY, REGISTERED LAND SURVEYOR
2180 CAMMIE WAGES ROAD
Dacula, Georgia 30019
(770) 962-3272 FAX (770) 237-0490

02ful731.1



STATE OF GEORGIA
COUNTY OF FULTON

RF-8415-GA
(11-2013)

This instrument is number 1 of 2 originals

Preparer's name and address: Terri Rosamond
188 Hurricane Shoals Rd
Building 1000
Lawrenceville, GA 30046

Release of Easement

THIS INSTRUMENT made this 11th day of April, 2025, by BellSouth Telecommunications, LLC, formerly Southern Bell Telephone and Telegraph Company and successor by merger to South Central Bell Telephone Company, a Georgia limited liability company, d/b/a AT&T Georgia and its subsidiaries and affiliates and its parent and its parent's subsidiaries and affiliates, successors and assigns (hereinafter "AT&T").

Witnesseth:

WHEREAS, heretofore and by an instrument in writing bearing the date of December 8, 1999 and recorded on March 22,, 2000 in Deed Book 28730, Page(s) 55, Fulton County, State of Georgia Records, (hereinafter referred to as the "Original Easement"), BellSouth Telecommunications, Inc., its successors and assigns, was granted a right of way and easement for is communications lines over, through, and across certain property in the Town/City of Atlanta, County of Fulton, State of Georgia, described in the Original Easement, and also, upon, over and/or under the highways upon or adjoining said property together with certain other rights as therein set forth; and,

WHEREAS, by accepting this Instrument, Fulton County Government, Real Estate & Asset Management Dept residing at 141 Pryor Street, Suite 8021, Town/City of Atlanta, County of Fulton, State of Georgia, (hereinafter referred to as "Owner"), represents that he/she is the owner of property burdened by the Original Easement and is desirous of having such property released from the burden of the Original Easement and,

WHEREAS, the property to be released from the burden of the Original Easement is more particularly described as follows, (and hereinafter referred to as "Property Released"):

See original easement marked Exhibit "A" attached hereto and made a part hereof

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) paid by Owner, the receipt of which is hereby acknowledged, AT&T does hereby release unto the Owner of said property all the rights, title and interest acquired by grantee under the Original Easement as it pertains to the Property Released. EXCEPTING AND RESERVING to AT&T, its successors and assigns, however, all rights, privilege and authority acquired under said Original Easement, over and/or under the highways upon or adjoining said property together with the rights appurtenant thereto.

IN WITNESS WHEREOF, AT&T has caused this instrument to be duly executed the day and year first herein before written.

Signed, sealed and delivered in the presence of:

BELLSOUTH TELECOMMUNICATIONS, LLC,
d/b/a AT&T GEORGIA

Witness
(Print Name)

Witness
(Print Name)

STACY OXBOR SBT188
Charlie Roman

By:

Brent Snyder
BRENT SNYDER, BS1940

Title:

Director - Access Construction & Engineering

STATE OF
COUNTY OF

Georgia
Swain

On the 11th day of April 2005 before me personally appeared

Brent Snyder to me known, who being by me duly sworn, did
depose and say that he/she is a Director, of
AT&T, the company described in and which executed the above instrument, and that he/she signed his/her name thereto
on behalf of said company.

Notary Public
(Print Name)

Terri M. Pasanond

My Commission Expires:

April 26, 2007

TO BE COMPLETED BY AT&T (Release must be concurred and approved before execution.)

Release Concurred:

BC.

Release Approved:

Ronnie S Neeman

Bryan Curtis - Area Manager

Manager (type or print name)

Ron Neeman - GEO Manager

Manager (type or print name)

Date:

4/2/05

Date:

4.3.25

District	FRC	Wire Center/NXX	Authority
Drawing	Area Number	Plat Number	RWD
Parcel ID	Approval	Title	

Utility Consultants, Inc.
1810 Water Place
Suite 200
Atlanta, Georgia 30339
Attn: Cynthia Black

RF-8416-C-GA
(11-92)

STATE OF GEORGIA

COUNTY OF Fulton

BELLSOUTH
TELECOMMUNICATIONS®

EASEMENT

For and in consideration of ten dollars (\$ 10.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the premises described below, hereinafter referred to as Grantor, do(es) hereby grant to BELLSOUTH TELECOMMUNICATIONS, INC., a Georgia corporation, its licensees, agents, successors, assigns, and allied and associated companies, hereinafter referred to as Grantee, an easement to construct, operate, maintain, add, and/or remove such systems of communications, facilities, or related services as the Grantee may from time to time require upon, over, and under a portion of the lands described in Deed Book 26027 page 13 Fulton County, Georgia, Records, and, to the fullest extent the grantor has the power to grant, upon, over, along, and under the roads, streets, or highways adjoining or through said property. The said easement is more particularly described as follows:

All that tract or parcel of land lying in Land Lot (s) 17, (Land District) 14, Section 1, Fulton County, State of Georgia, consisting of a (strip) (parcel) of land approximately

Survey of easement in attached Exhibit A and incorporated herein by reference.

The following rights are also granted: the exclusive right to allow any other person, firm, or corporation to attach wires or lay cable or conduit or other appurtenances upon, over, and under said easement for ~~communications or electric power, transmission or distribution~~ service; ingress to and egress from said easement at all times; the right, but not the obligation, to clear the easement and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside the easement which might interfere with or fall upon the lines or systems of communication or power transmission or distribution; and the right to relocate said facilities, systems of communications, or related services on said lands to conform to any future highway relocation, widening, or improvements.

To have and to hold the above granted easement unto BellSouth Telecommunications, Inc., its licensees, agents, successors, assigns, and allied and associated companies forever and in perpetuity.

Grantor ^{represents} warrants that grantor is the true owner of record of the above described land on which the aforesaid easement is granted.

SPECIAL STIPULATIONS OR COMMENTS:

The following special stipulations shall control in the event of conflict with any of the foregoing easement:

None ① BellSouth has the right to use sub-contractors to install and repair the easement.

Prepares name and address:
(Return document to the
BellSouth address on back)

Joel Haynes
4919 Riverhill Rd.
Maricopa, GA 30068

Exhibit "A"

In witness whereof, the undersigned has/have caused this instrument to be executed on the day of December 1999

Signed, sealed, and delivered in the presence of:

Dwight Wiley
Witness

Fulton County Board of Commissioners
Name of Corporation

By: [Signature]
Title: Chairman, Fulton County

Attest: [Signature]
Justine Boyd, Clerk

State of Georgia
County (Parish) of Fulton

I, Dwight Wiley, do hereby certify that Chairman - Fulton County personally came before me this day and acknowledged that he (or she) is Chairman (officer) of the NA, a corporation, and backed by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its NA (officer), sealed with its corporate seal, and attested by himself (or herself) as its NA (officer).



Witness my hand and seal, this 9th day of December

[Signature]
Notary Public

My Commission Expires:
Notary Public, Fulton County, Georgia
My Commission Expires Sept. 16, 2002

Approved as to form for Fulton County
Beryl H. Williams 11/2/99
Associate County Attorney

Grantor's Address:
Fulton County
141 Pryor Street
Atlanta, GA 30303
Attn: _____

Grantee's Address:
BellSouth Telecommunication Inc.
118-2310 Parklake Drive
Atlanta, GA. 30345
Engr: _____
Attn: Cheryl Lee

TO BE COMPLETED BY BELL SOUTH TELECOMMUNICATIONS, INC.

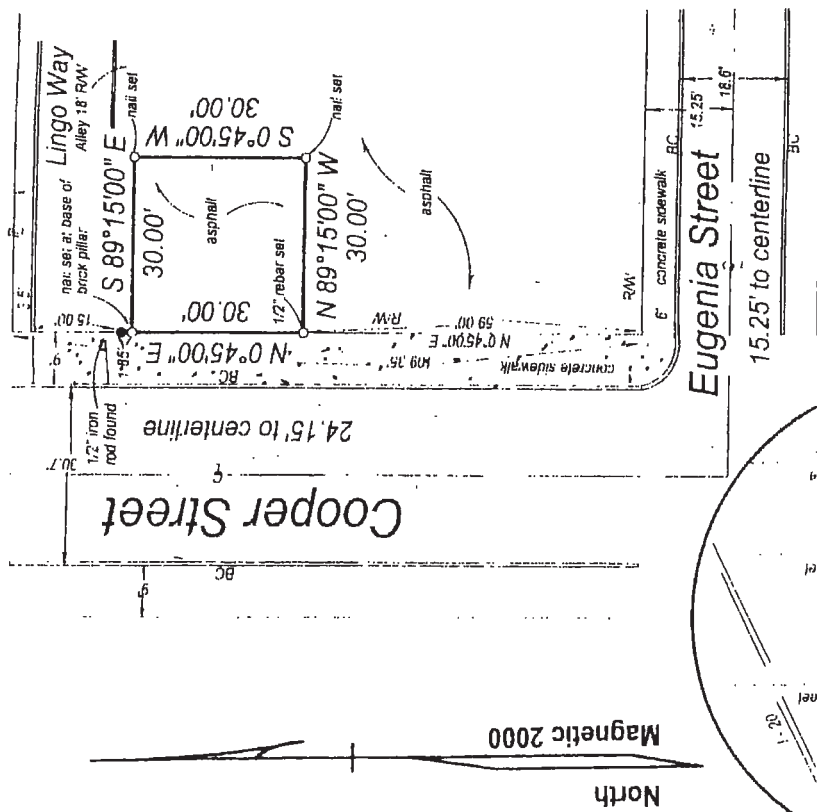
District	Wire Center	Authority
Drawing #	Location	Plot Number
Approval		R/W Number
		Title

ITEM # 1558 RM 12/1/99. A.M. - REGULAR MEETING

Legal Description

All that tract or parcel of land lying and being in Land Lot 76, 14th District, City of Atlanta, Fulton County, Georgia, being a portion of the lands described in Deed Book 26027 Page 173 and Plat Book 10 Page 138, Fulton County Records, and being more particularly described as follows:

Beginning at a 1/2" rebar set on the easterly right of way line of Cooper Street, 24.15' to centerline, from which the intersection of said right of way line and the northerly right of way line of Eugenia Street bears southerly 59.00', the Point of Beginning: thence continuing along said right of way line N 0°45'00" E 30.00' to a nail set, thence S 89°15'00" E 30.00' to a nail set, thence S 0°45'00" W 30.00' to a nail set, thence N 89°15'00" W 30.00' to the Point of Beginning, said tract containing 0.0207 acres or 900 square feet.



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0.0207 AC or 900 S.F.

Location Map

Turn: Five

ASSESSMENT SURVEY FOR SITE IDENTIFICATION

BELLSOUTH
TELECOMMUNICATIONS

PROPERTY OF

Fulton County

LAND LOT 76 141A DISTRICT
FULTON COUNTY GEORGIA
SCALE 1" = 20' DATE 2-25-00
JAMES M. MCNEE
REGISTERED LAND SURVEYOR
2180 CAMMIE WAGES ROAD
Dacula, Georgia 30019
770-962-3272 FAX 770-237-0490

00fu/445 1

J. Tucker

J. Haynes



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0497

Meeting Date: 7/9/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a Resolution authorizing the donation of approximately 1127.42 square feet of right of way and 10,923.24 square feet of temporary easement areas on Fulton County-owned real property located on 575 Riverside Road Roswell, Georgia 30075, to the City of Roswell for the purpose of constructing roadway improvements; authorizing the Chairman to execute the Right of Way Deed and any related documents; authorizing the County Attorney to approve the Right of Way Deed and any related documents as to form and to make modifications thereto prior to execution. Effective upon approval.

Requirement for Board Action

O.C.G.A. § 36-9-3(a)(3) authorizes the granting of rights of ways without a competitive process, and pursuant to Fulton County Code § 1-117, the Board of Commissioners has exclusive jurisdiction and control over directing and controlling all the property of the county, as they may deem expedient, according to law.

Strategic Priority Area related to this item

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

Scope of Work: The Department of Real Estate and Asset Management received a request from the

City of Roswell for the City of Roswell to acquire approximately 1127.42 square feet of right of way and 10,923.24 square of temporary easement areas from a Fulton County-owned parcel of land located at 575 Riverside Road Roswell, Georgia 30075, formally known as Riverside Park. The requested property rights are subject to an Intergovernmental Agreement between Fulton County and the City of Roswell, entered into December 31, 1998 (as approved via Agenda Item 1259) and as amended August 18, 1999, that requires the City of Roswell to operate and maintain Riverside Park for the residents and visitors to Fulton County.

The acquisition of the right of way and easement areas are necessary for the City of Roswell to replace a faulty drainage structure onsite, install sidewalks, and complete repairs to the driveway entrance to the park. The planned improvements are intended to improve traffic flow for both automobiles and pedestrians.

In accordance with County policy, prior to the disposition of real property the Department of Real Estate and Assets Management, (DREAM) and the Department of Public Works completed an onsite assessment of the requested property rights consisting of approximately 1127.42 square feet of right of way and 10,923.24 square of temporary easement areas and concluded the subject property rights are not essential for the operational needs of Fulton County. Accordingly, DREAM and Public Works recommend the donation of the requested real property rights to the City of Roswell for construction of their planned roadway and drainage improvements.

Approval of the Board of Commissioners is being requested to formalize the transfer of real property rights and the terms of the donation.

Community Impact: Approval of the donation of the right of way to the City of Roswell will not adversely impact the residents of the community in which the subject real property is located, and the proposed construction is being completed to improve pedestrian and traffic flow and reduce air pollution caused by car emissions.

Department Recommendation: The Department of Real Estate and Asset Management and the Department of Public Works recommends approval of the Resolution to convey the requested real property rights to the City of Roswell to improve public travel safety.

Project Implications: The subject property has a history of flooding and the proposed drainage and roadway improvements are being made to improve stormwater runoff and public travel.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Requested board action does not involve the expenditure or the receipt of funds.

Fulton County, Georgia
Real Estate Transfer Tax
Paid \$
Date MAR 19 1991
JUANITA HICKS
Clerk, Superior Court
By: J. Hicks
Deputy Clerk

STATE OF GEORGIA
COUNTY OF FULTON

TRANSFER TAX DUE: \$ -0-
[Exempt pursuant to
O.C.G.A. § 48-6-2(a)(3)]

QUITCLAIM DEED

THIS INDENTURE, made this 12 day of MARCH, in the year of our Lord One Thousand Nine Hundred and Ninety-one, between ELIZABETH THREATT, of the first part, hereinafter called "Grantor", of the State of Georgia, and County of Fulton, and FULTON COUNTY, a Political Subdivision of the State of Georgia, of the second part, hereinafter called "Grantee" (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That the Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged by Grantor, by these presents does hereby remise, convey and forever quitclaim unto the Grantee, its successors and assigns the following property, to wit:

All that tract or parcel of land lying and being in Land Lots 457, 458, and 459 of the 1st District, 2nd Section of Fulton County, Georgia, being more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

This conveyance is made for the purpose of complying with the Order and Judgment entered by the Superior Court of Fulton County, Georgia, in Civil Action File No. D-83734, Fulton County v. J. W. Threatt, et al.

TO HAVE AND TO HOLD the said described premises, so that neither Grantor nor any person claiming under Grantor, by any means or ways, have, claim, or demand any right or title to the said premises or appurtenances, or any rights thereof.

By execution of this deed, Grantor releases and waives any right he has to reacquire the property described herein pursuant to O.C.G.A. § 32-7-4 or to lease said property pursuant to O.C.G.A. § 32-7-5 and to receive notice of the disposal or leasing of said property.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and affixed his seal, the day and year above written.

Elizabeth Threatt (SEAL)
ELIZABETH THREATT

Signed, sealed and delivered in
the presence of:

[Signature]
[Signature]
Notary Public

GEORGIA Fulton County Clerk's Office Superior Court
Filed & Recorded Mar. 19, 1991 at 9:32

Juanita Hicks CLERK

Notary Public, Fulton County, Georgia
My Commission Expires July 23, 1994



EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lots 457, 458 and 459, District 1, Section 2, Fulton County, Georgia, containing 30.0 acres, plus or minus, and being more particularly described as follows:

BEGINNING at a point being the intersection of the centerline of Big Creek and the southerly right-of-way of Riverside Road and running thence North $69^{\circ} 04' 35''$ east, 35 feet, plus or minus, along said right-of-way to the top of the creek bank; continuing thence north $69^{\circ} 04' 35''$ east, 477.57 feet to a point; thence along an arc of 361.54 feet which is subtended by a chord bearing and distance of north $74^{\circ} 28' 50''$ east, 361.00 feet to a point; thence north $79^{\circ} 53' 05''$ east, 479.43 feet to a point; thence along an arc of 232.62 feet subtended by a chord bearing and distance of north $75^{\circ} 57' 31''$ east, 232.52 feet to an iron pin found, thence south $02^{\circ} 04' 39''$ east 1,111.15 feet, plus or minus, to the centerline of the Chattahoochee River; thence westerly along the centerline of the river 1,431 feet, plus or minus, to the intersection of the centerline of Big Creek; thence northerly along the centerline of Big Creek 723 feet, plus or minus, to the POINT OF BEGINNING; and being more particularly shown as TRACTS A and B on a certain plat of survey dated December 26, 1990, prepared by Jordan, Jones & Goulding, last revised March 5, 1991, recorded in Plat Book 169, page 138, Fulton County, Georgia Records.

TOGETHER with all right, title, or interest of the Grantor in and to the lands within the boundary of any public or private right-of-way which abuts on the above-described property.

PROP ID 12 -2120-0458-042-5 GROUP 0017 ACTIVE A ACQUISITION DATE 00/00/00

ADDR 000000 ST RIVERSIDE TYP RD DIR CITY ROSWELL

TYPE ACQUISITION _ AGENT _ FUNDING _____

IMPROVED	DESCP

OCCUPIED Y RESTRICTIONS ZONING E1 LEASED/RENTED

AGENCY 540 FACILITY BIG CREEK PUMP STATION DATE OCCUPIED 01/01/01

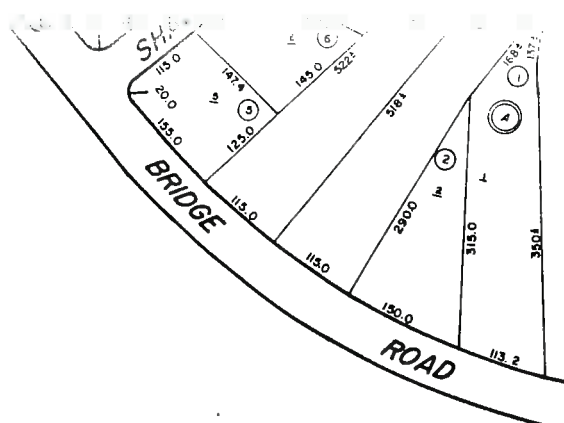
APPRAISED BY _____ DATE 00/00/00

APPRAISED	TOTAL	LAND	IMPV
ASSESSED	TOTAL	LAND	IMPV
MASTER UPDATED: ENTER TO UPD PF2 TO MENU PF3 TO PREV SCREEN			
PF4 ANOTHER INQ	PF5 FIN INQ	PF10 HIST INQ/CHG	PF11 ADD HISTORY

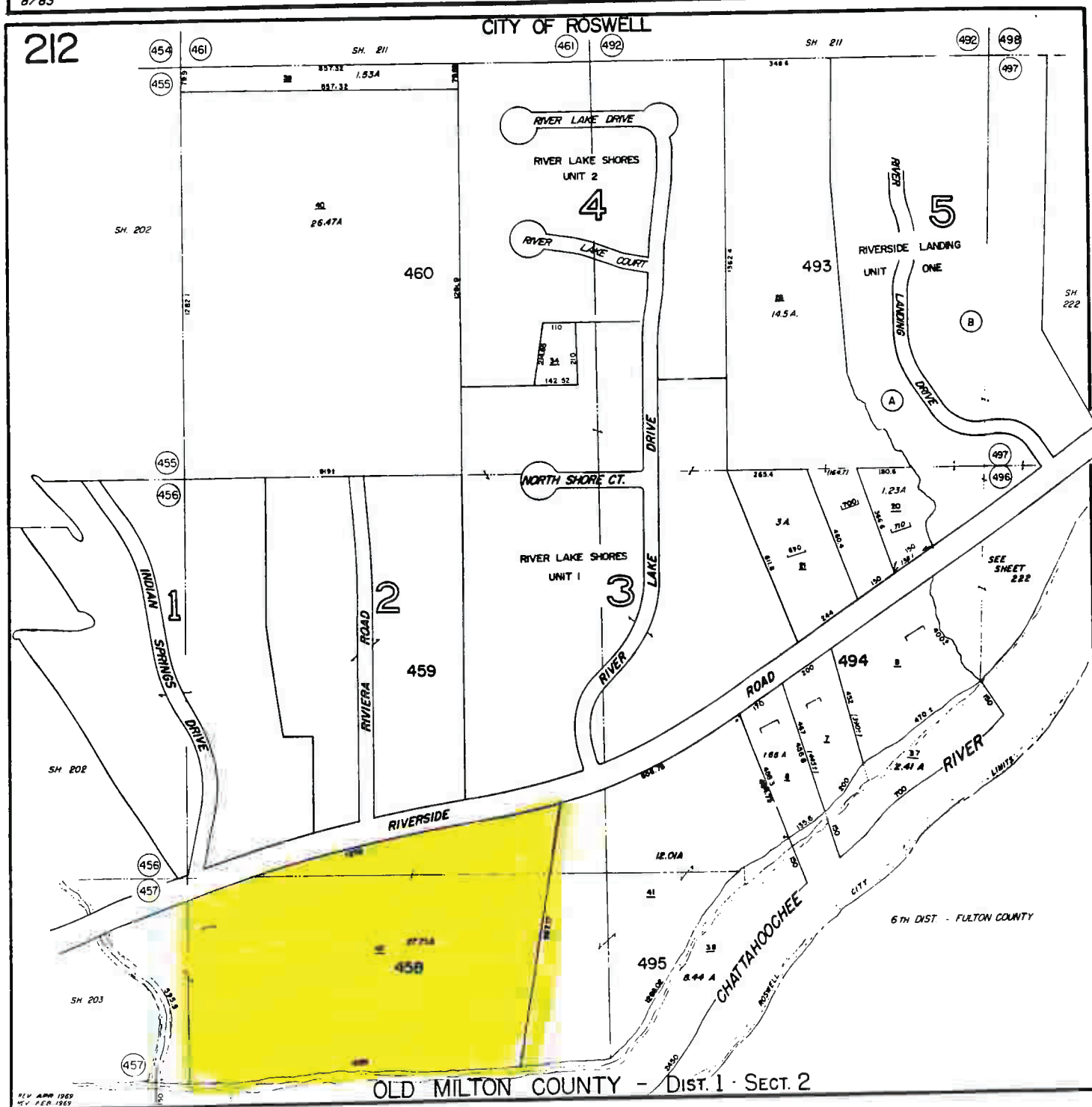
PROPERTY ID 12 -2120-0458-042-5

[illegible]

57



8/83

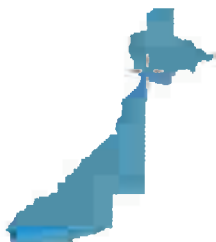


Report for Tax Digest 2003

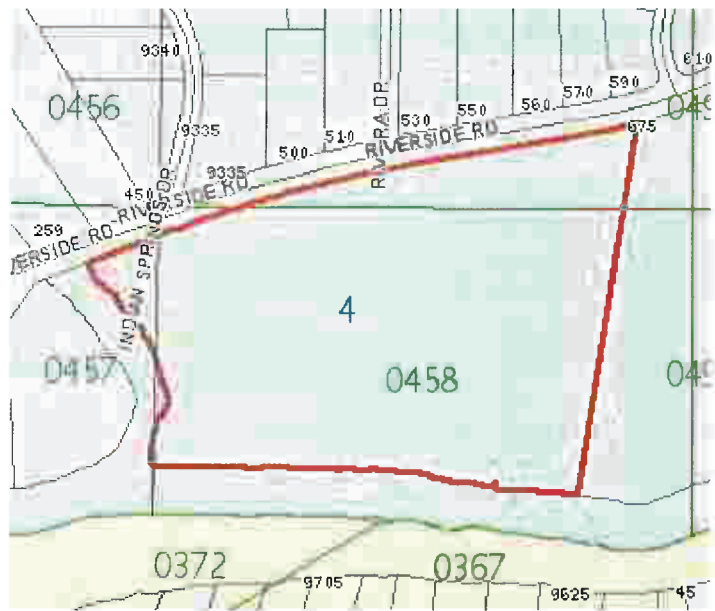
Tax Digest 2003 
Parcel Id Number 12 -2120-0458-042-5
Property Address RIVERSIDE RD
Owner Name FULTON COUNTY
Mailing Address 141 PRYOR ST
 ATLANTA GA 30303

Unofficial Digest

Tax District	45 (ROS NF CID)
Market Value	\$ 511,100
Assessment	\$ 204,440
City of Atlanta Tax Bill	\$.00
Fulton County Tax Bill	\$.00
City of Atlanta Taxes Due	\$.00
Fulton County Taxes Due	\$.00
City of Atlanta Exemption Code	
Fulton County Exemption Code	
City of Atlanta Exempt Amount	\$.00
Fulton County Exempt Amount	\$.00
Land Assessment	\$ 167,320
Improvement Assessment	\$ 37,120



Red markers indicate location of property in Fulton County



Information provided by the
 Fulton County Board of Assessors

**AMENDMENT TO INTERGOVERNMENTAL CONTRACT
BETWEEN FULTON COUNTY AND THE CITY OF ROSWELL**

This Amended Contract entered into as of this 12th day of August, 1999 between FULTON COUNTY, a political subdivision of the State of Georgia (hereinafter, "Fulton County") and THE CITY OF ROSWELL (hereinafter "City of Roswell"); and

WHEREAS, Fulton County and the City of Roswell have previously entered into an Intergovernmental Contract on September 16, 1998 pursuant to which the City of Roswell agreed to lease the Chattahoochee River Park and other Fulton County properties consisting of 80.95 acres (excluding 14.90 acres being operated as the Chattahoochee Nature Center), in order to operate and maintain public park and recreational facilities, and in order to provide police, fire, 911, sanitation, roadway maintenance, and other services; and

WHEREAS, Fulton County and the City of Roswell desire to amend the September 16, 1998 Intergovernmental Contract to include and make a part thereof, additional Fulton County owned properties located along Azalea Road as same is more particularly described in Exhibits "B1 thru B6" and Exhibit "C", attached hereto and incorporated by reference, for utilization for public park, and other purposes.

NOW THEREFORE, in consideration of the mutual benefits to Fulton County and the City of Roswell, the parties herein agree that the September 16, 1998 Intergovernmental Contract (Exhibit "A") is hereby amended as follows:

A. Paragraph No. 1. is amended by replacing Paragraph No. 1 in its entirety with:

"Fulton County hereby agrees to lease to the City of Roswell, and the City of Roswell agrees to lease from Fulton County, for a term of 25 years:

1. The real property and facilities existing on those parcels of land containing 80.95 acres, more or less, as shown on the Bates-Long & Associates plat (Exhibit "A" to the Original Intergovernmental Contract); and
2. The real property described in that certain warranty deed identified on 244713, Deed Book 6187, page 206-208, filed and recorded in Fulton County Records December 16, 1974 and that certain warranty deed identified on 243574, Deed Book 6133, Page 17-18, filed and recorded in Fulton County Records September 6, 1974 (Exhibit "B1" of this Amended Intergovernmental Contract); and
3. The real property described in that certain warranty deed filed and recorded in Fulton County Records October 11, 1982, Deed Book 8258,

4. Page 270 (Exhibit "B2" of this Amended Intergovernmental Contract); and The real property described in that certain warranty and quitclaim deeds identified on 2431118, Deed Book 6124, page 291-292 and that Witness Affidavit identified on 241120, Book 6124, Page 293, all filed and recorded in Fulton County Records August 23, 1974 (Exhibit "B3" to this Intergovernmental Amended Contract); and
5. The real property described in that certain quitclaim deed filed and recorded December 28, 1979 in Fulton County Records Deed Book 7445, Page 249 (Exhibit "B4" to this Amended Intergovernmental Contract); and
6. All rights of Fulton County to the portion of the real property described in that certain deed from the Georgia Power Company to Fulton County, Georgia, identified on 2398813, Deed Book 5987, Page 355-361, filed and recorded in Fulton County Records February 4, 1974 as follows:

All that tract or parcel of land lying and being in the 1st, 6th, and 17th Districts of Fulton County, Georgia, and being more particularly described as follows: BEGINNING at a point on the 868-foot contour line (said contour being the line of demarcation designating a distance above mean sea level of 855.61 feet according to the United States Geodetic Survey datum) where said 868-foot contour line intersects the dividing line between Cobb and Fulton Counties; said point being in the center of Willet Creek; running thence in a Southeasterly direction along the meanderings of said 868-foot contour line in Land Lots 205, 232, 231, 272, 273, 230, 271, 295, 296, 333, 334, 341, 342, 340, 379, 380, 418, 419, 420, 421, 422, 456, 457, 458, 494, 495, 496, 497, 530, and 531, in the 1st District, 2nd Section of Fulton County, Georgia; continuing thence along said contour line in said district and section of said county in an unnumbered fractional land lot and in Land Lots 532, 533, 571, and 572 of said district and section of said county to a point in Land Lot 572 where said 868-foot contour line crosses the Chattahoochee River; continuing thence... to the centerline of said River thence in a southerly direction along the center line of said River to the point where the center line of the River intersects the center line of Willet Creek. Thence Northwesterly along the meanderings of the center line of Willet Creek to the POINT OF BEGINNING.

ALSO, a small strip of land lying and being in Land Lots 420 and 457 of the 1st District, 2nd Section, of Fulton County, Georgia, and being located on the Northerly side of the 868-foot contour line and Southerly side of Azalea Drive. Said strip extending in a Westerly direction from the Westerly right-of-way of Roswell Road (U.S. Highway No. 19 and Georgia Highway No. 9, to a point in Land Lot 420 of said district and section of said county 510 feet, more or less, as measured in a Westerly direction along said 868-foot contour line from the dividing line between Land Lot 420 and 457. EXCEPTING a certain triangular tract of land lying and being in Land Lots 340 and 341 of the 1st District, 2nd Section, of Fulton County, Georgia, heretofore deeded by that xxxxxx herein

to Fulton County by conveyance this April 24, 1967.
(Exhibit "B5" to this Amended Intergovernmental Contract); and

7. All rights of Fulton County to the portion of the real property (EXCEPT AND EXCLUDING THAT PORTION OF THE PROPERTY CONTAINING AND UTILIZED BY THE RIVERSIDE PUMP STATION) described in that certain survey made by Jack Dugger, Ga. RLS #2002 on 8-26-1997 and revised 7-23-99 to change the point of beginning, including that northwestern corner portion of the Site Plan prepared on May 25, 1999 by Jordan, Jones & Goulding (Exhibit "B6" of this Amended Intergovernmental Contract); and

with all of the foregoing hereinafter defined as the "Leased Premises".

- B. Paragraph No. 9. is amended by replacing Paragraph No. 9 in its entirety with:

"Either party shall have the right to terminate this contract without cause and for its convenience by written notice to the other party at least four (4) years prior to the effective date of said termination; except that for that portion of the Leased Premises described in Paragraph No. 1(7) (Exhibit "B6") of the Amended Intergovernmental Contract, Fulton County may notify Roswell in writing of its intent to utilize same for other Fulton County purposes and all such portions shall, within six (6) months, no longer be a part of the Leased Premises or utilized for any purpose granted under the Intergovernmental Contract (including any amendment thereof), with all rights reverting to the benefit of Fulton County free and clear of the obligations of Paragraph No. 13 of the Intergovernmental Contract, and the Intergovernmental Contract (including any amendments) shall be formally amended by both parties to reflect same."

- C. This Amendment to the Intergovernmental Contract shall become effective immediately upon approval of the governing authority of each party.

- D. Any provisions of the September 16, 1998 Intergovernmental Contract not otherwise modified by this Amended Intergovernmental Contract shall remain in full force and effect, and the September 16, 1998 Intergovernmental Contract is incorporated herein by reference as Exhibit "A".

IN WITNESS WHEREOF, the parties hereto have executed this Amended

Intergovernmental Contract under their respective seals on the day and date first above written.

FULTON COUNTY, GEORGIA

Name: [Signature]
Title: Chairman

ATTEST:

Name: [Signature]
Title: Clerk of the Commission

APPROVED AS TO FORM:

[Signature]
OFFICE OF THE COUNTY ATTORNEY

CITY OF ROSWELL

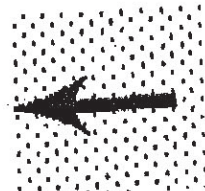
Name: [Signature]
Title: Mayor

ATTEST:

Name: [Signature]
Title: City Clerk

APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY



MEME

ITEM #99-1129, RCM 8/18/99, A.M.-RECESS MEE.

STATE OF GEORGIA
COUNTY OF FULTON

INTERGOVERNMENTAL CONTRACT

This Intergovernmental Contract is made and entered into this 31st day of December, 1998, by and between Fulton County, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as "Fulton County"), and the City of Roswell, Georgia, a municipal corporation organized and existing under the laws of the State of Georgia, acting by and through its Mayor and Council (hereinafter referred to as "City of Roswell"), witnesseth:

Whereas, Article 9, Section 3, Paragraph 1(a) of the Constitution of the State of Georgia authorizes county to contract with municipality of any period not exceeding 50 years for the provision of facilities or services which they are authorized by law to provide; and

Whereas, O.C.G.A. § 36-34-2(5) confers upon the City of Roswell the power to contract with any other political subdivision for the provision of joint services and for the joint use of facilities and equipment; and

Whereas, Fulton County and its police department have requested the assistance of the City of Roswell police department as contemplated by O.C.G.A. § 36-69-3, which authorizes extraterritorial cooperation and assistance to local law enforcement agencies, and the Sheriff of Fulton County has approved; and

Whereas, both Fulton County and the City of Roswell are authorized by law to acquire, operate and maintain public parks and recreational facilities; and

Whereas, Fulton County is presently operating the Chattahoochee River Park on Azalca Drive in Fulton County, Georgia; and

Whereas, the City of Roswell is working to acquire a River Walk System from the Cobb County line on the west to a 38-acre tract of land on the east side of Georgia Highway 400; and

Whereas, the City of Roswell has filed an application through the State of Georgia under the River Care 2000 program; and

EXHIBIT "A"

Whereas, the leasing of the Chattahoochee River Park and the other Fulton County properties consisting of a total of 80.95 acres as shown on a plat for the City of Roswell by Bates-Long & Associates, dated August 18, 1998 (a copy of which plat is attached hereto as Exhibit "A") would allow the City of Roswell's River Care 2000 project to be expanded to include the entire River Walk System; and

Whereas, the 80.95 acres referenced herein does not include the 14.90 acres being operated as the Chattahoochee Nature Center;

NOW, THEREFORE, in consideration of the premises and undertakings as hereinafter set forth, it is agreed by and between Fulton County and the City of Roswell as follows:

1. Fulton County hereby agrees to lease to the City of Roswell, and the City of Roswell agrees to lease from Fulton County, for a term of 25 years, the real property and facilities existing on those parcels of land containing 80.95 acres, more or less, as shown on the Bates-Long & Associates plat attached hereto as Exhibit "A" (hereinafter the "Leased Premises").

2. The signage upon the Leased Premises shall reflect that the Leased Premises and other parts of the River Walk System constructed on Fulton County property are joint facilities of the Fulton County Parks and Recreation Department and the City of Roswell Recreation and Parks Department.

3. All citizens of Fulton County shall retain the same ability to use the existing Leased Premises and any future developments on the Lease Premises under the same terms and conditions as enjoyed by City of Roswell residents. The City of Roswell covenants that this provision is material to the contract and that failure to adhere to this requirement shall constitute a default under this contract. Such default, if not cured within 30 days of receipt of written notice of same, shall result in the termination of this contract.

4. The Leased Premises shall be made available for use by Fulton County, subject to reasonable scheduling, at no charge, except for reimbursement of direct costs incurred by the City of Roswell, including utilities, custodial services and security services, if necessary.

5. At the effective date of this contract, the city of Roswell shall assume and be responsible for providing all of the services it provides to areas of the City, including, but not limited to, police, fire, 911, sanitation and street maintenance services, including pothole repair, not only for the Leased Premises but also for the 11.25 acres individually owned and located on Azalea Drive in unincorporated Fulton County, and the 20.77 acres of road right-of-way on Azalea Drive and that portion of Willet Road located in unincorporated Fulton County, both as shown on the plat attached hereto as Exhibit "A".

6. Fulton County agrees to cooperate with the City of Roswell in making those improvements to the Leased Premises and other areas described in Paragraph 5, above, which improvements have previously been funded by the State of Georgia.

7. The City of Roswell, at its sole expense, shall maintain, repair, develop and patrol the Leased Premises so long as this contract remains in effect.

8. The City of Roswell agrees that, during the initial and any extended term of this contract, the Lease Premises shall be used solely and continuously for dally park and recreation purposes. In the event that the Leased Premises cease to be used solely and continuously for park and recreation purposes for thirty (30) days in any six-month period, Fulton County shall have the right to terminate this contract upon thirty (30) days' written notice to the City of Roswell.

9. Either party shall have the right to terminate this contract without cause and for its convenience by written notice to the other party at least four (4) years prior to the effective date of said termination.

10. In addition to any other remedies provided in this contract, either party's failure to comply with a material term or provision of this contract shall constitute an event of default. Such default, if not cured within 30 days of receipt of written notice of same from the non-defaulting party, shall result in the termination of this contract.

11. The consideration for this contract shall be (1) \$1.00 per year paid by the City of Roswell to Fulton County, due and payable on the effective date of this contract and each subsequent anniversary of the effective date as long as this contract remains in effect; (2) the City's agreement to provide the services set forth in Paragraphs 5 and 7, above; and (3) other good and valuable consideration.

12. This contract may be extended for an additional term of 25 years, on the same terms and conditions provided herein, by the City of Roswell's notice to Fulton County of the City of Roswell's intention to extend. Said notice shall be provided to Fulton County no later than two (2) years prior to the expiration date of the original term of this contract.

13. At the end of the initial term of this contract, any extended term of this contract, or upon earlier termination of this contract, title to all improvements, structures, facilities and fixtures in and upon the Leased Premises shall vest in Fulton County. In the event that Fulton County exercises its right to terminate this contract prior to expiration of the initial term or the extended term, as the case may be, pursuant to Paragraph 9 of this contract, Fulton County shall pay to the City of Roswell the then-current fair market value of those improvements, structures, facilities and fixtures in and upon the Leased Premises that were installed or constructed at the City of Roswell's expense during the existence of this contract.

14. All notices hereunder shall be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, by personal delivery against receipt or by overnight delivery by a nationally recognized carrier, addressed as follows (or to any other address that the party to be notified may have designated to the sender by like notice):

If to Fulton County, to: County Manager
Fulton County Government
141 Prior Street, SW
Atlanta, Georgia 30303

If to City of Roswell, to: City Administrator
City of Roswell
38 Hill Street
Roswell, Georgia 30075

15. This contract may be executed in several counterparts, each of which shall be deemed an original, but all of which constitute but one and the same instrument.

16. This contract shall become effective thirty days after its execution by both of the parties.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the dates written below.

FULTON COUNTY

By: Mitch J. Skandalakis
Mitch J. Skandalakis, Chairman
Board of Commissioners of
Fulton County, Georgia

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 31 DAY
OF December, 1998.

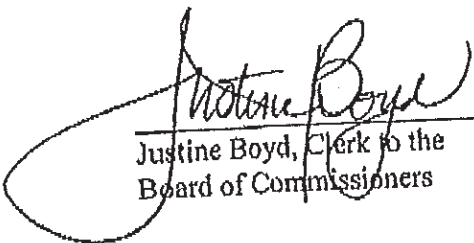
Brenda V. Harris
NOTARY PUBLIC

My commission expires:

Notary Public, Fulton County, Georgia
My Commission Expires Sept. 10, 2002

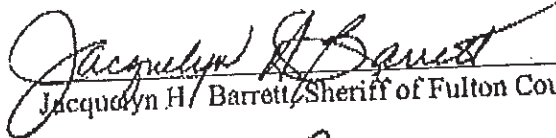
[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

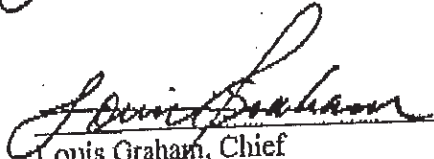
ATTEST:


Justine Boyd, Clerk to the
Board of Commissioners

Approved:

ITEM # 1259, RCM 9/16/98, A.M. - RECESS MEET


Jacquelyn H. Barrett, Sheriff of Fulton County


Louis Graham, Chief
Fulton County Police Department

APPROVED AS TO FORM & LEGALITY:


Linda T. Walker, County Attorney

CITY OF ROSWELL

By: 

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 31 DAY
OF December, 1998.


NOTARY PUBLIC
My commission expires:
Notary Public, Fulton County, Georgia
My Commission Expires Dec. 15, 2001

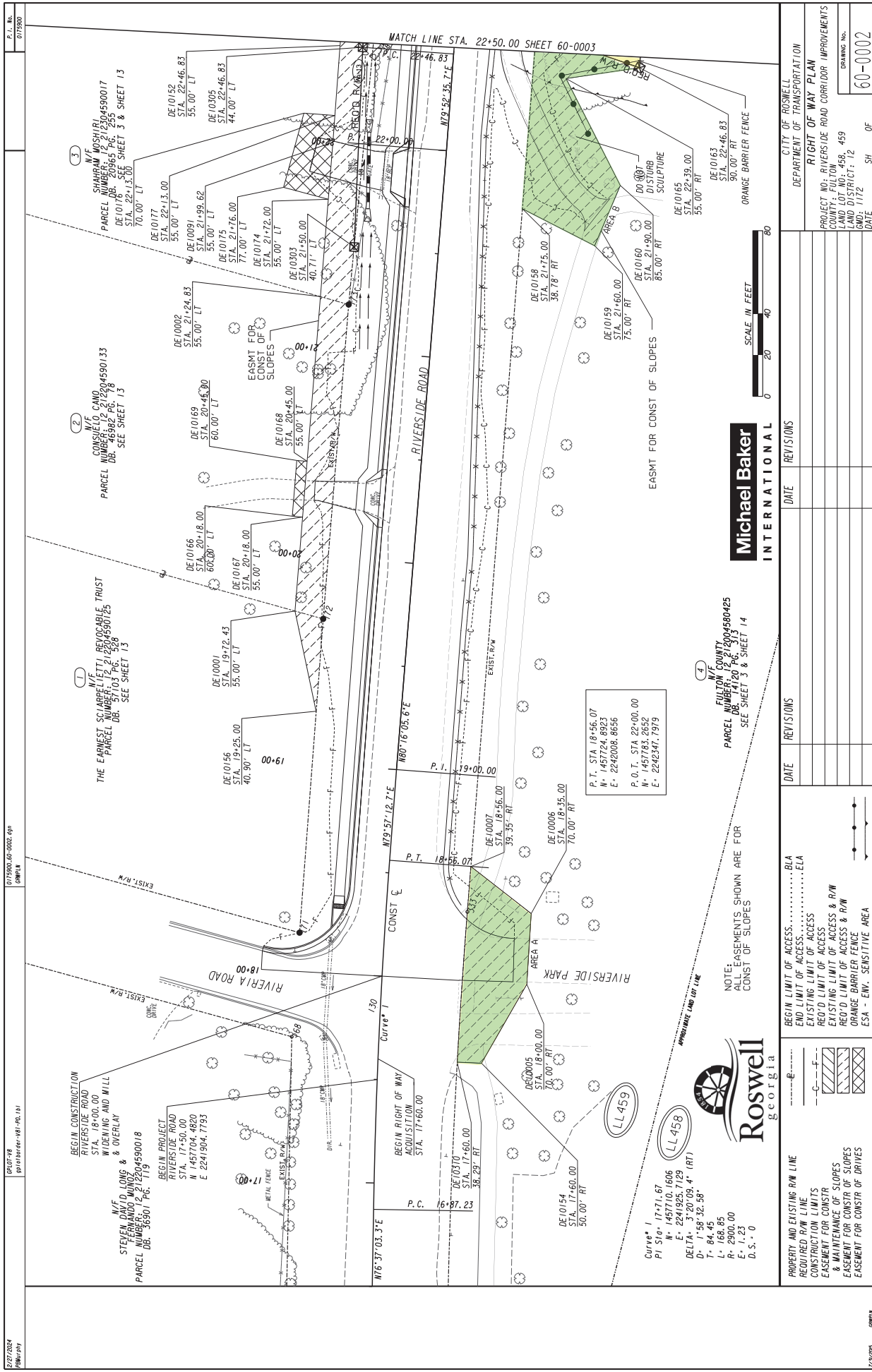
[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

ATTEST:

G.W. Johnson
G.W. Johnson, City Administrator

APPROVED AS TO FORM & LEGALITY:

Michael E. Sullivan
Michael E. Sullivan, City Attorney



Michael Baker
INTERNATIONAL



PROPERTY AND EXISTING R/W LINE		DATE		REVISIONS	
REQUIRED R/W LINE	-----	DATE		REVISIONS	
CONSTRUCTION LIMITS	---C---C---				
EASEMENT FOR CONSTR					
& MAINTENANCE OF SLOPES					
EASEMENT FOR CONST OF SLOPES					
EASEMENT FOR CONST OF DRIVES					
BEGIN LIMIT OF ACCESS.....B/LA		DATE		REVISIONS	
END LIMIT OF ACCESS.....ELA					
EXISTING LIMIT OF ACCESS					
RED'D LIMIT OF ACCESS					
EXISTING LIMIT OF ACCESS & R/W					
RED'D LIMIT OF ACCESS & R/W					
ORANGE BARRIER FENCE					
ESA - ENV. SENSITIVE AREA					
CITY OF ROSWELL		DEPARTMENT OF TRANSPORTATION		RIGHT OF WAY PLAN	
PROJECT NO. RIVERSIDE ROAD CORRIDOR IMPROVEMENTS		COUNTY: FULTON		DRAWING NO.	
LAND LOT NO: 458, 459		LAND DISTRICT: 12		60-0002	
GMD: 1172		SH		OF	
DATE					

NOTE: ALL EASEMENTS SHOWN ARE FOR CONST OF SLOPES

P. T. STA 18+56.07
N= 145724.8923
E= 2242008.8656
P. O. T. STA 22+00.00
N= 145783.2652
E= 2242347.7919

Curve* 1
PI Sta= 17+71.67
N= 1457710.1606
E= 2241925.7129
DELTA= 37°20'09.4" (RT)
D= 11.58' 32.56"
L= 168.85
R= 2300.00
E= 1.23
D.S.= 0

NOTE: ALL EASEMENTS SHOWN ARE FOR CONST OF SLOPES

FULTON COUNTY
PARCEL NUMBER: 12, 212004580425
DB: 14120 PG. 313
SEE SHEET 3 & SHEET 14

CITY OF ROSWELL
38 Hill Street, Suite 235, Roswell, Georgia 30075

RIGHT OF WAY DEED

GEORGIA, FULTON COUNTY

THIS CONVEYANCE made and executed the _____ day of _____, 20 _____.

WITNESSETH that **FULTON COUNTY**, a political subdivision of the State of Georgia, the undersigned (hereinafter referred to as "Grantor"), is/are the owner(s) of a tract of land in Fulton County through which an intersection improvement project known as the Riverside Road Corridor Improvements; Project No. 92002, has been laid out by the City of Roswell, Georgia, being more particularly described in a map and drawing of said road in the office of the City of Roswell Department of Transportation, 38 Hill Street, Suite 235, Roswell, Georgia, to which reference is hereby made.

NOW, THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR (\$1.00), in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant, sell and convey to the **CITY OF ROSWELL**, a Georgia municipal corporation, and its successors in office so much land as to make a right of way for said road as surveyed, being more particularly described as follows:

All that tract or parcel of land lying and being in **Land Lot 459** of the **1st District, 2nd Section** of Fulton County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereto by this reference.

Said right of way is hereby conveyed, consisting of **1,127.42 square feet (0.026 acres)**, more or less, as shown on the plat of the property prepared by Michale Baker International for Roswell, Georgia, said plat attached hereto and made a part of this deed as Exhibit "B".

ALSO granted is the right to construct slopes as shown on the attached plat. Said easement expires upon completion and final acceptance of said project.

ALSO granted is the right to construct a driveway as shown on the attached plat. Said easement expires upon completion and final acceptance of said project.

TO HAVE AND TO HOLD the said conveyed premises in fee simple and any rights Grantor has or may have in and to existing public rights of way are hereby quitclaimed and conveyed unto Grantee. Grantor hereby warrants that Grantor has the right to sell and convey said land, 1,127.42 square feet (0.026 acres), and hereby binds Grantor, Grantor's successors and assigns forever to defend by virtue of these presents.

Parcel No. 4

IN WITNESSETH WHEREOF, Grantor has hereunto set his hand and seal the day above written.

Signed, sealed and delivered
this ____ day of _____,
20____, in the presence of:

Witness

Notary Public

**FULTON COUNTY, a political subdivision
of the State of Georgia**

By: _____ (L.S.)
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Attest: _____ (L.S.)
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

ACCEPTED BY:

Unofficial Witness

Notary Public
My Commission Expires: _____
Date: _____

**CITY OF ROSWELL,
a Georgia municipal corporation**

By: _____ (Seal)
Name: _____
Title: _____

Attest: _____ (Seal)
Name: _____
Title: _____

EXHIBIT "A"

PROJECT: Riverside Road Corridor Improvements
PROJECT NO.: 92002
PARCEL NO.: 4
DATE OF R/W PLANS: N/A
REVISION DATE: N/A

Page 1 of 5

Required Fee Simple Right-of-Way

All that tract or parcel of land lying and being in Land Lot 459 of the 1st District, 2nd Section of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 90.00 feet right of and opposite Station 22+46.83 on the construction centerline of Riverside Road on the City of Roswell Department of Transportation's Riverside Road Corridor Improvements Project; Project No. 92002; running thence N 4°34'21.2" E a distance of 52.75 feet to a point 39.01 feet right of and opposite station 22+60.00 on said construction centerline laid out for Riverside Road; thence N 80°07'20.3" E a distance of 25.41 feet to a point 39.39 feet right of and opposite station 22+85.00 on said construction centerline laid out for Riverside Road; thence S 11°17'37.5" W a distance of 54.62 feet to a point 90.00 feet right of and opposite station 22+65.00 on said construction centerline laid out for Riverside Road; thence S 79°39'40.0" W a distance of 18.85 feet back to the point of beginning.

Containing 0.026 acres more or less.

EXHIBIT "A"

PROJECT: Riverside Road Corridor Improvements
PROJECT NO.: 92002
PARCEL NO.: 4
DATE OF R/W PLANS: N/A
REVISION DATE: N/A

Page 2 of 5

Temporary Easement for Construction of Slopes – Tract A

ALSO granted is the right to construct any required slopes within the easement area shown on the attached plat, being all that tract or parcel of land lying and being in Land Lot 459 of the 1st District, 2nd Section of Fulton County, Georgia and being more particularly described as follows:

Beginning at a point 38.29 right of and opposite Station 17+60.00 on the construction centerline of Riverside Road on the City of Roswell Department of Transportation's Riverside Road Corridor Improvements Project; Project No. 92002; running thence northeasterly 72.79 feet along the arc of a curve (said curve having a radius of 3356.05 feet and a chord distance of 72.79 feet on a bearing of N 79°30'03.4" E) to the point 39.20 feet right of and opposite station 18+33.77 on said construction centerline laid out for Riverside Road; thence N 80°07'24.1" E a distance of 21.93 feet to a point 39.35 feet right of and opposite station 18+56.00 on said construction centerline laid out for Riverside Road; thence S 23°39'25.1" W a distance of 36.93 feet to a point 70.00 feet right of and opposite station 18+35.00 on said construction centerline laid out for Riverside Road; thence S 79°11'29.1" W a distance of 34.16 feet to a point 70.00 feet right of and opposite station 18+00.00 on said construction centerline laid out for Riverside Road; thence N 74°30'09.5" W a distance of 43.98 feet to a point 50.00 feet right of and opposite station 17+60.00 on said construction centerline laid out for Riverside Road; thence N 11°56'40.6" W a distance of 11.71 feet back to the point of beginning.

Containing 0.051 acres more or less.

Any slopes constructed will remain in place and will cease to be maintained upon expiration of said easement. Said easement is to become effective at the beginning of construction of the above numbered project and will expire upon completion and final acceptance of said project by the City of Roswe

EXHIBIT "A"

PROJECT: Riverside Road Corridor Improvements
PROJECT NO.: 92002
PARCEL NO.: 4
DATE OF R/W PLANS: N/A
REVISION DATE: N/A

Page 3 of 5

Temporary Easement for Construction of Slopes – Tract B

ALSO granted is the right to construct any required slopes within the easement area shown on the attached plat, being all that tract or parcel of land lying and being in Land Lot 459 of the 1st District, 2nd Section of Fulton County, Georgia and being more particularly described as follows:

Beginning at a point 75.00 right of and opposite Station 21+60.00 on the construction centerline of Riverside Road on the City of Roswell Department of Transportation's Riverside Road Corridor Improvements Project; Project No. 92002; running thence N 12°45'49.8" E a distance of 39.20 feet to a point 38.78 feet right of and opposite station 21+75.00 on said construction centerline laid out for Riverside Road; thence N 80°07'20.3" E a distance of 85.48 feet to a point 39.01 feet right of and opposite station 22+60.00 on said construction centerline laid out for Riverside Road; thence S 4°34'21.2" W a distance of 52.75 feet to a point 90.00 feet right of and opposite station 22+46.83 on said construction centerline laid out for Riverside Road; thence N 22°44'01.2" W a distance of 35.87 feet to a point 55.00 feet right of and opposite station 22+39.00 on said construction centerline laid out for Riverside Road; thence S 48°45'32.8" W a distance of 57.91 feet to a point 85.00 feet right of and opposite station 21+90.00 on said construction centerline laid out for Riverside Road; thence N 81°17'48.6" W a distance of 31.62 feet back to the point of beginning.

Containing 0.071 acres more or less.

Any slopes constructed will remain in place and will cease to be maintained upon expiration of said easement. Said easement is to become effective at the beginning of construction of the above numbered project and will expire upon completion and final acceptance of said project by the City of Roswell.

EXHIBIT "A"

PROJECT: Riverside Road Corridor Improvements
PROJECT NO.: 92002
PARCEL NO.: 4
DATE OF R/W PLANS: N/A
REVISION DATE: N/A

Page 4 of 5

Temporary Easement for Construction of Slopes – Tract C

ALSO granted is the right to construct any required slopes within the easement area shown on the attached plat, being all that tract or parcel of land lying and being in Land Lot 459 of the 1st District, 2nd Section of Fulton County, Georgia and being more particularly described as follows:

Beginning at a point 39.39 right of and opposite Station 22+85.00 on the construction centerline of Riverside Road on the City of Roswell Department of Transportation's Riverside Road Corridor Improvements Project; Project No. 92002; running thence N 80°07'20.3" E a distance of 83.20 feet to a point 42.47 feet right of and opposite station 23+66.76 on said construction centerline laid out for Riverside Road; thence northeasterly 116.16 feet along the arc of a curve (said curve having a radius of 905.29 feet and a chord distance of 116.08 feet on a bearing of N 76°26'47.1" E) to the point 44.03 feet right of and opposite station 24+80.79 on said construction centerline laid out for Riverside Road; thence S 1°22'52.1" E a distance of 11.32 feet to a point 55.00 feet right of and opposite station 24+78.06 on said construction centerline laid out for Riverside Road; thence southwesterly 95.18 feet along the arc of a curve (said curve having a radius of 2469.44 feet and a chord distance of 95.18 feet on a bearing of S 75°29'37.2" W) to the point 55.00 feet right of and opposite station 23+85.00 on said construction centerline laid out for Riverside Road; thence S 66°27'25.1" W a distance of 78.39 feet to a point 70.00 feet right of and opposite station 23+10.00 on said construction centerline laid out for Riverside Road; thence S 55°38'07.0" W a distance of 50.61 feet to a point 90.00 feet right of and opposite station 22+65.00 on said construction centerline laid out for Riverside Road; thence N 11°17'37.5" E a distance of 54.62 feet back to the point of beginning.

Containing 0.091 acres more or less.

Any slopes constructed will remain in place and will cease to be maintained upon expiration of said easement. Said easement is to become effective at the beginning of construction of the above numbered project and will expire upon completion and final acceptance of said project by the City of Roswell.

EXHIBIT "A"

PROJECT: Riverside Road Corridor Improvements
PROJECT NO.: 92002
PARCEL NO.: 4
DATE OF R/W PLANS: N/A
REVISION DATE: N/A

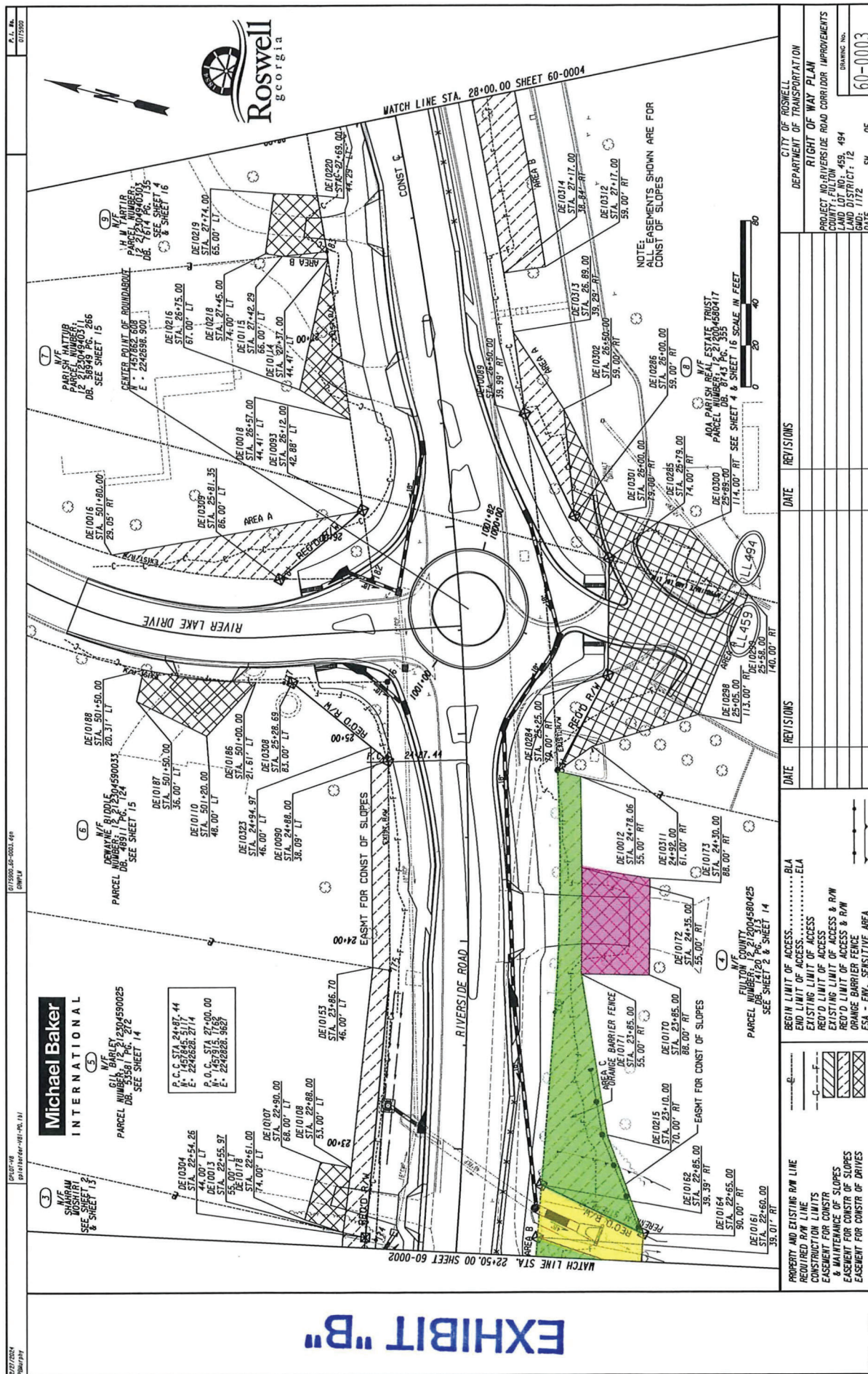
Page 5 of 5

Temporary Easement for Construction of Driveway

ALSO granted is the right to construct a driveway within the easement area shown on the attached plat, being all that tract or parcel of land lying and being in Land Lot 459 of the 1st District, 2nd Section of Fulton County, Georgia and being more particularly shown on Exhibit "B" attached hereto.

Containing 0.037 acres more or less.

Any slopes constructed will remain in place and will cease to be maintained upon expiration of said easement. Said easement is to become effective at the beginning of construction of the above numbered project and will expire upon completion and final acceptance of said project by the City of Roswell.



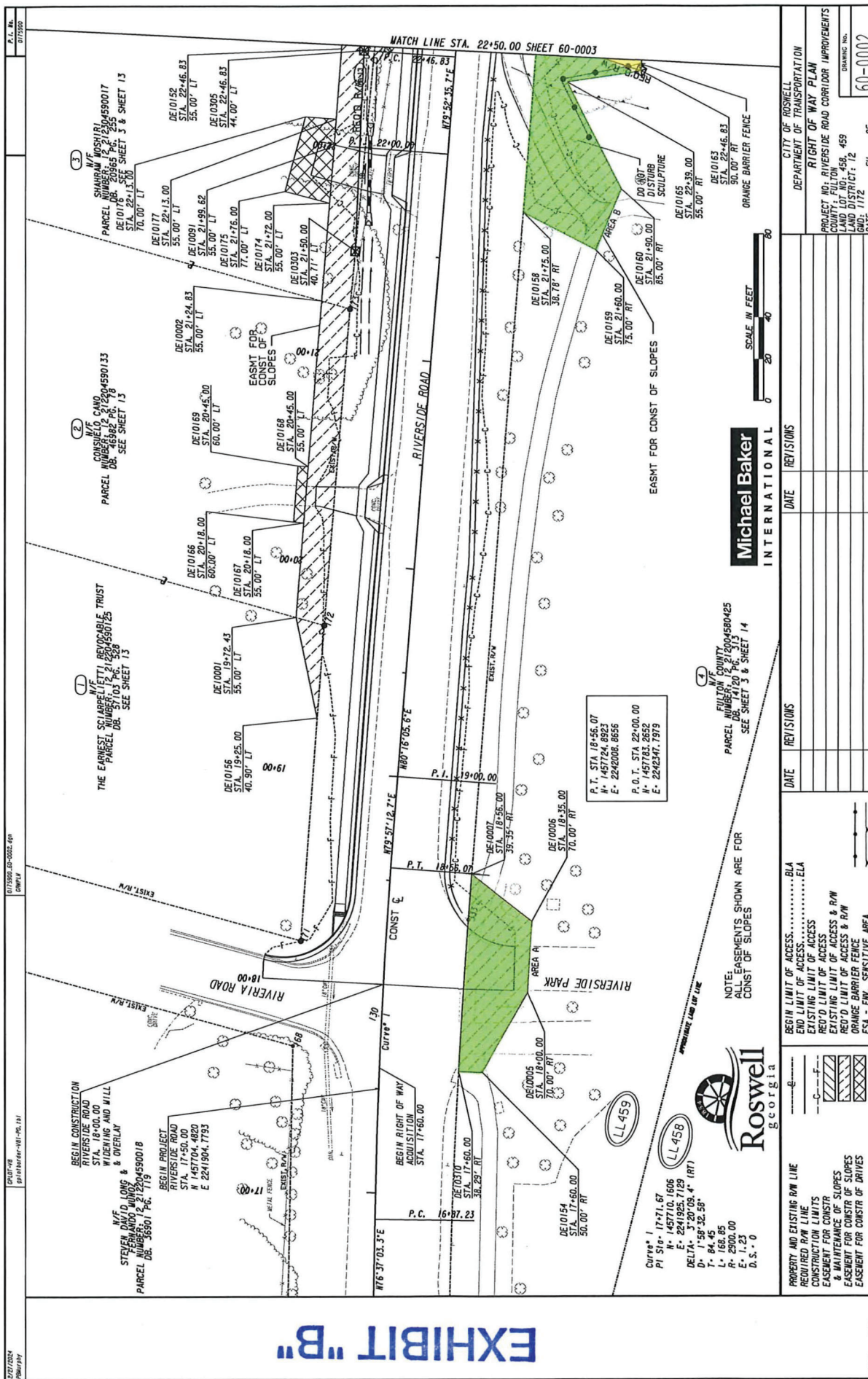


EXHIBIT "B"

FULTON COUNTY										GIL BARLEY										MICHAEL BAKER INTERNATIONAL										CITY OF ROSWELL										DEPARTMENT OF TRANSPORTATION										RIGHT OF WAY MAP										PROJECT NO. 10-RIVERSIDE ROAD CORRIDOR IMPROVEMENT										DRAWING NO. 60-0014										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE										SHEET 01 OF 01										DATE
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1 A RESOLUTION AUTHORIZING THE DONATION OF APPROXIMATELY 1127.42
2 SQUARE FEET OF RIGHT OF WAY AND 10,923.24 SQUARE FEET OF
3 TEMPORARY EASEMENT AREAS ON FULTON COUNTY-OWNED REAL
4 PROPERTY LOCATED AT 575 RIVERSIDE ROAD, ROSWELL, GEORGIA 30075, TO
5 THE CITY OF ROSWELL FOR THE PURPOSE OF CONSTRUCTING ROADWAY
6 IMPROVEMENTS; AUTHORIZING THE CHAIRMAN TO EXECUTE THE RIGHT OF
7 WAY DEED AND ANY RELATED DOCUMENTS; AUTHORIZING THE COUNTY
8 ATTORNEY TO APPROVE THE RIGHT OF WAY DEED AND ANY RELATED
9 DOCUMENTS AS TO FORM AND MAKE ANY NECESSARY MODIFICATIONS
10 THERETO PRIOR TO EXECUTION; AND FOR OTHER PURPOSES.
11

12 WHEREAS, Fulton County, Georgia, ("Fulton County") is a political subdivision
13 of the State of Georgia, existing as such under and by the Constitution, statutes, and
14 laws of the State of Georgia; and

15 WHEREAS, on March 19, 1991, Fulton County acquired fee simple ownership of
16 the real property and all improvements located at 575 Riverside Road, Roswell, Georgia
17 ("Property"); and

18 WHEREAS, the Property is subject to an Intergovernmental Agreement
19 (approved by the Board of Commissioners via Agenda Item 1259 on September 16,
20 1998) between Fulton County and the City of Roswell, Georgia, entered into December
21 31, 1998 and as amended August 18, 1999 ("IGA"), which requires the City of Roswell
22 to operate and maintain Riverside Park at the Property for the residents of and visitors
23 to Fulton County; and

24 WHEREAS, pursuant to its responsibility under the IGA, the City of Roswell
25 desires to complete roadway improvements to the Property, including the replacement
26 of a faulty drainage structure, repairs to the driveway entrance and the installation of
27 new sidewalks ("Project"), thereby enhancing visitors' experience of Riverside Park and
28 promoting the efficiency of automotive traffic flow and pedestrian safety in Fulton
29 County; and

1 **WHEREAS**, the City of Roswell has requested that Fulton County donate
2 1127.42 square feet of right of way and 10,923.24 square feet of temporary easement
3 areas necessary to complete the Project; and

4 **WHEREAS**, the Department of Real Estate and Asset Management
5 recommends that Fulton County donate approximately 1127.42 square feet of right of
6 way and 10,923.24 square of temporary easement areas to the City of Roswell for the
7 expressed purpose of facilitating the construction of the Project; and

8 **WHEREAS**, O.C.G.A. § 36-9-3(a)(3) authorizes the granting of rights of ways
9 without a competitive process, and pursuant to Fulton County Code § 1-117, the Board
10 of Commissioners has exclusive jurisdiction and control over directing and controlling all
11 the property of the county, as they may deem expedient, according to law.

12 **NOW THEREFORE BE IT RESOLVED**, that the Board of Commissioners hereby
13 approves the donation of approximately 1127.42 square feet of right of way and
14 10,923.24 square of temporary easement area, as more particularly depicted in Exhibit
15 “A” attached hereto, for the purpose of the constructing roadway improvements on the
16 Property.

17 **BE IT FURTHER RESOLVED** that the Chairman of the Board of Commissioners
18 is hereby authorized and directed to execute and deliver the Right of Way Deed in
19 substantially the form attached hereto as Exhibit “B” and any related documents to the
20 City of Roswell to complete the donation of the Property.

21 **BE IT FURTHER RESOLVED** that, prior to execution of any documents by the
22 Chairman, the County Attorney shall approve any and all documents as to form and
23 make any necessary changes thereto to protect Fulton County’s interests.

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

4 **SO PASSED AND ADOPTED**, this ____ day of _____ 2025.

5
6
7
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9

**FULTON COUNTY BOARD
OF COMMISSIONERS**

ATTEST:

10
11
12
13
14
15
16

Tonya Grier
Fulton County Clerk to the Commission

Robert L. Pitts, Chairman (At Large)
Fulton County Board of Commissioners

17 **APPROVED AS TO FORM:**

18
19
20
21

Y. Soo Jo
County Attorney

Exhibit A
[See Attached]

Exhibit B
Form of Right of Way Deed



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0498

Meeting Date: 7/9/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a Sewer Easement Dedication of 41,588 square feet to Fulton County, a political subdivision of the State of Georgia, from Stonecutter Plummer Holdings, LLC, for the purpose of constructing the Westlake 5950 Project at 5950 Plummer Road, South Fulton, Georgia 30336. Effective upon approval of the BOC.

Requirement for Board Action

According to Article XXXIV. - Development Regulations, 34.4.1 Land disturbance permit prerequisites; See also, Fulton County Code Sec. 34-509, connection to sewer and easement dedication; See also, Fulton County Code Sec. 1-117, granting the BOC with exclusive control over the property of the County and making such rules and regulations for the promotion of health, as are not inconsistent with law and to exercise such other powers as are granted by law, or are indispensable to their jurisdiction over county matters.

Strategic Priority Area related to this item

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

Scope of Work: The proposed Westlake 5950 Project, a commercial development, requires a connection to the County's sewer system. Fulton County development regulations require that all

new sewer line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system before issuing a Land Disturbance Permit. The easement area to be conveyed to the County consists of 41,588 square feet and is located in Land Lot 117 of the 14FF District of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

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

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

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

Project Name : Tax Parcel Westlake 5950
Identification No.: Land 14F 0117 LL 050-1
Disturbance Permit No.: WRS23-042
Zoning/Special Use Permit No.: _____
(If applicable)

For Fulton County Use Only

Approval Date:
Initials:

**SEWER LINE EASEMENT
(Corporate Form)**

STATE OF GEORGIA
COUNTY OF FULTON

This indenture entered into this 3rd day of June, 2025, between **STONECUTTER PLUMMER HOLDINGS LLC**, duly organized under the laws of the State of Delaware, party of the first part (hereinafter referred to as "Grantor"), and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part.

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through the subject property, said Grantor has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey, to the party of the second part and its successors and assigns the right, title, and privilege of an easement on the subject property located in Fulton County, Georgia, and more particularly described as follows: **THAT CERTAIN EASEMENT AREA AS DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE (the "Easement Area")**.

Upon the installation of the sewer line by Grantor, the parties will amend this easement to establish the easement as being ten (10) feet on either side of the sewer line pipe actually installed and a revised Exhibit "A" reflecting such revised easement area shall be substituted for Exhibit "A" attached hereto.

This right and easement herein granted being to occupy the Easement Area for the construction, access, maintenance and upgrade of a sewer line through the Easement Area according to the location and size of said sewer line as shown on the map and profile now on file in the office of the Public Works Department of Fulton County.

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

Grantor hereby warrants that it has the right to sell and convey said sewer easement and right of access and binds itself, its successors and assigns forever to warrant and defend the right and title to the above described sewer line easement unto the said FULTON COUNTY, its successors and assigns against the claims of all persons whomever by virtue of these presents, claiming by, through or under Grantor, but not otherwise, and subject to those matters of record as of the date hereof, other than a financing lien.

Said Grantor hereby waives for itself, its successors and assigns all rights to any further compensation on account of the use of the Easement Area as herein agreed.

Party of the first part hereby reserves and retains the right and privilege to grade, pave, and otherwise fully utilize the Easement Area in any manner that does not interfere with the sewer line to be constructed in the Easement Area.

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

Signed, sealed and delivered this 3rd
day of JUNE 20 25
in the presence of:

MELVIN FRANCISCO

Witness

James R. Santoro
Notary Public

[NOTARIAL SEAL]

JAMES R. SANTORO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SA6436673
Qualified in New York County
Commission Expires 07/18/2026

GRANTOR: Stonecutter Plummer Holdings LLC
CORPORATE NAME

By: Stonecutter Capital Advisors LLC, its Manager

By:

Print Name: Scott Zucker

Title: Manager

By:

Print Name:

Title:

[CORPORATE SEAL]

Property Legal Description
Variable Width Sewer Easement Tract 1

All that tract or parcel of land lying or being in Land Lot 117, 14FF District, City of South Fulton, Fulton County, Georgia, and being more particularly described as follows:

Commencing at a concrete monument found at the intersection of the Westerly right-of-way of Camp Creek Parkway (Georgia Highway 6) (variable right-of-way) with the Southerly line of Land Lot 117; thence along said Land Lot Line North 89 degrees 03 minutes 12 seconds West, a distance of 364.30 feet to a point, said point being the **TRUE POINT OF BEGINNING**. Thence continuing along said Land Lot Line, North 89 degrees 03 minutes 12 seconds West a distance of 20.42 feet to a point; Thence leaving said Land Lot Line, North 10 degrees 43 minutes 48 seconds West a distance of 203.35 feet to a point; Thence North 05 degrees 24 minutes 44 seconds West a distance of 308.00 feet to a point; Thence North 05 degrees 57 minutes 20 seconds West a distance of 170.89 feet to a point; Thence South 84 degrees 35 minutes 15 seconds West a distance of 2.00 feet to a point; Thence North 05 degrees 38 minutes 26 seconds West a distance of 129.95 feet to a point; Thence South 84 degrees 35 minutes 15 seconds West a distance of 2.00 feet to a point; Thence North 05 degrees 38 minutes 28 seconds West a distance of 150.17 feet to a point; Thence North 06 degrees 20 minutes 10 seconds West a distance of 74.19 feet to a point; Thence South 83 degrees 50 minutes 42 seconds West a distance of 1.00 feet to a point; Thence North 06 degrees 20 minutes 10 seconds West a distance of 53.45 feet to a point; Thence North 17 degrees 25 minutes 29 seconds West a distance of 74.80 feet to a point; Thence South 71 degrees 56 minutes 48 seconds West a distance of 1.00 feet to a point; Thence North 17 degrees 25 minutes 28 seconds West a distance of 100.27 feet to a point; Thence North 16 degrees 57 minutes 01 seconds West a distance of 104.42 feet to a point; Thence North 73 degrees 02 minutes 59 seconds East a distance of 2.00 feet to a point; Thence North 16 degrees 57 minutes 01 seconds West a distance of 75.90 feet to a point; Thence North 75 degrees 38 minutes 15 seconds East a distance of 1.98 feet to a point; Thence North 10 degrees 09 minutes 10 seconds West a distance of 76.38 feet to a point; Thence North 79 degrees 50 minutes 50 seconds East a distance of 2.00 feet to a point; Thence North 10 degrees 09 minutes 10 seconds West a distance of 63.10 feet to a point; Thence North 07 degrees 06 minutes 06 seconds West a distance of 130.66 feet to a point; Thence South 83 degrees 09 minutes 50 seconds East a distance of 20.62 feet to a point; Thence South 07 degrees 05 minutes 37 seconds East a distance of 125.09 feet to a point; Thence South 10 degrees 09 minutes 13 seconds East a distance of 62.64 feet to a point; Thence North 79 degrees 50 minutes 50 seconds East a distance of 2.00 feet to a point; Thence South 10 degrees 09 minutes 13 seconds East a distance of 74.61 feet to a point; Thence North 75 degrees 38 minutes 15 seconds East a distance of 1.98 feet to a point; Thence South 16 degrees 57 minutes 00 seconds East a distance of 74.63 feet to a point; Thence North 73 degrees 02 minutes 59 seconds East a distance of 2.00 feet to a point; Thence South 16 degrees 57 minutes 00 seconds East a distance of 103.91 feet to a point; Thence South 17 degrees 25 minutes 30 seconds East a distance of 100.17 feet to a point; Thence South 71 degrees 56 minutes 48 seconds West a distance of 1.00 feet to a point; Thence South 17 degrees 25 minutes 29 seconds East a distance of 78.04 feet to a point; Thence South 06 degrees 20 minutes 10 seconds East a distance of 56.46 feet to a point; Thence South 83 degrees 50 minutes 42 seconds West a distance of 1.00 feet to a point; Thence South 06 degrees 20 minutes 08 seconds East a distance of 74.38 feet to a point; Thence South 05 degrees 38 minutes 27 seconds East a distance of 150.35 feet to a point;

Thence South 84 degrees 35 minutes 15 seconds West a distance of 2.00 feet to a point; Thence South 05 degrees 38 minutes 27 seconds East a distance of 129.95 feet to a point; Thence South 84 degrees 35 minutes 15 seconds West a distance of 2.00 feet to a point; Thence South 05 degrees 57 minutes 20 seconds East a distance of 170.79 feet to a point; Thence South 05 degrees 24 minutes 44 seconds East a distance of 307.17 feet to a point; Thence South 10 degrees 43 minutes 48 seconds East a distance of 206.55 feet to a point; said point being the **TRUE POINT OF BEGINNING**.

Said tract or parcel of land contains 0.948 Acres (41,288 sf).

EXHIBIT A

GRAPHIC SCALE

1" = 150'

0 75 150

375

750

1/4" = 150'

CLARK CREEK PATHWAY

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N/F PROPERTY OF
BCIV WESTLAKE LLC
DEED BOOK 6504 / PAGE 508
Parcel ID: 14F0117 LL0402



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N/F PROPERTY OF
MCDONALD WESTLAKE PARTNERS, LP
DEED BOOK 19725 / PAGE 162
Parcel ID: 14F0117 LL0493

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N/F PROPERTY OF
RL SMITH FAMILY LLC
DEED BOOK 6453 / PAGE 112
Parcel ID: 14F0117 LL0352
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N/F PROPERTY OF
MCDONALD WESTLAKE PARTNERS, LP
DEED BOOK 19725 / PAGE 162
Parcel ID: 14F0117 LL0519

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N/F PROPERTY OF
SOUTHEASTERN TRUST FOR
PARKS AND LAND, INC.
DEED BOOK 54475 / PAGE 473
Parcel ID: 14F0118 LL0732
ZONED MIX

N/F PROPERTY OF
RUFUS OLADAPO
DEED BOOK 43752 / PAGE 299
Parcel ID: 14F0118 LL0575
ZONED SUB-A



GeoSurvey

Land Surveying • 3D Laser Scanning

1660 Barnes Mill Road
Marietta, Georgia 30062

Phone: (770) 795-9900
Fax: (770) 795-8880

www.geosurvey.com
EMAIL: info@geosurvey.com
Certificate of Authorization #LS-000621

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N89°03'12"W	20.42'	L31	S16°52'00"E	103.91'
L2	N89°03'12"W	20.42'	L32	S17°25'30"E	100.17'
L3	N10°43'48"W	203.35'	L33	S17°56'48"W	100.17'
L4	N05°24'44"W	308.00'	L34	S17°56'48"W	100.17'
L5	N05°24'44"W	170.89'	L35	S17°56'48"W	100.17'
L6	N05°24'44"W	2.00'	L36	S17°56'48"W	100.17'
L7	N05°24'44"W	2.00'	L37	S17°56'48"W	100.17'
L8	N05°24'44"W	2.00'	L38	S17°56'48"W	100.17'
L9	N05°24'44"W	2.00'	L39	S17°56'48"W	100.17'
L10	N05°24'44"W	2.00'	L40	S17°56'48"W	100.17'
L11	N05°24'44"W	2.00'	L41	S17°56'48"W	100.17'
L12	N05°24'44"W	2.00'	L42	S17°56'48"W	100.17'
L13	N05°24'44"W	2.00'	L43	S17°56'48"W	100.17'
L14	N05°24'44"W	2.00'	L44	S17°56'48"W	100.17'
L15	N05°24'44"W	2.00'			

SANITARY SEWER EASEMENT EXHIBIT			
Westlake 5950			
FOR			
Stonecutter Plummer Holdings LLC			
CS JOB NO.	20217029	DRAWING SCALE	1" = 150'
FIELD WORK	CC	CITY	SOUTH FULTON
PROJ. MGR.	JTW	COUNTY	FULTON
REVIEWER	DLH	STATE	GA
DATE FILED	20217029-02.dwg	DISTRICT	14FF
DATE	07-19-2021	REVISION	SEE GROUND WORK



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0499

Meeting Date: 7/9/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a Sewer Easement Dedication of 11,585 square feet to Fulton County, a political subdivision of the State of Georgia, from McDonald Westlake Partners, LP, individuals, for the purpose of constructing the Westlake 5950 Project at 5940 Plummer Road, South Fulton, Georgia 30336.

Requirement for Board Action

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

Strategic Priority Area related to this item

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

Scope of Work: The proposed Westlake 5950 Project, a commercial development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer service line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system before issuing a Land Disturbance Permit. The easement area to be conveyed to the County consists of 11,585 square feet and is located in Land Lot 117 of the 14FF District, of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

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

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

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

Project Name : Westlake 5950
Tax Parcel Identification No.: 14F0117 LL0493
Land Disturbance Permit No.: WRS23-042
Zoning/Special Use Permit No.:
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

**SEWER EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 24th day of April, 2025, between
McDonald Westlake Partners, LP, a corporation duly organized under
the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor), and
FULTON COUNTY, a Political Subdivision of the State of Georgia, party of the second part.

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, at and before the sealing and delivery of these
presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned
from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the
subject property from the construction of a sewer line through the subject property, said Grantor has granted, bargained, sold
and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and
assigns the right, title, and privilege of an easement on subject property located in land lot(s) 117 of the
1st District, 14FF Section (if applicable) of Fulton County, Georgia, and more particularly described as follows: To wit:

Westlake 5950

Project Name

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

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

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

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

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

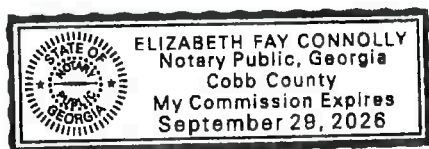
IN WITNESS HEREOF said party of the first part has hereunto affixed its hand and seal on the day and year first above written.

Signed, sealed and delivered this 24th
day of April 20 25
in the presence of:

Alessandra J. Lowenthal
Witness

Elizabeth Fay Connolly
Notary Public

[NOTARIAL SEAL]



GRANTOR: McDonald Westlake Partners, LP
CORPORATE NAME

By: [Signature]
Print Name: John R McDonald
Title: Manager

By: _____
Print Name: _____
Title: _____

[CORPORATE SEAL]

Property Legal Description
Variable Width Sewer Easement Tract 2

All that tract or parcel of land lying or being in Land Lot 117, 14FF District, City of South Fulton, Fulton County, Georgia, and being more particularly described as follows:

TRUE POINT OF BEGINNING. Thence North 07 degrees 06 minutes 06 seconds West a distance of 40.28 feet to a point; Thence South 82 degrees 53 minutes 52 seconds West a distance of 2.00 feet to a point; Thence North 06 degrees 57 minutes 55 seconds West a distance of 3.94 feet to a point; Thence North 03 degrees 58 minutes 43 seconds West a distance of 100.17 feet to a point; Thence North 86 degrees 02 minutes 34 seconds East a distance of 1.96 feet to a point; Thence North 03 degrees 57 minutes 44 seconds West a distance of 137.95 feet to a point; Thence North 68 degrees 04 minutes 43 seconds West a distance of 113.28 feet to a point; Thence North 35 degrees 02 minutes 10 seconds West a distance of 154.34 feet to a point; Thence North 55 degrees 39 minutes 46 seconds East a distance of 20.00 feet to a point; Thence South 35 degrees 02 minutes 12 seconds East a distance of 148.17 feet to a point; Thence South 68 degrees 04 minutes 43 seconds East a distance of 119.87 feet to a point; Thence South 03 degrees 59 minutes 35 seconds East a distance of 150.48 feet to a point; Thence North 86 degrees 02 minutes 34 seconds East a distance of 1.96 feet to a point; Thence South 03 degrees 58 minutes 43 seconds East a distance of 99.51 feet to a point; Thence South 07 degrees 15 minutes 25 seconds East a distance of 3.28 feet to a point; Thence South 82 degrees 53 minutes 52 seconds West a distance of 2.00 feet to a point; Thence South 07 degrees 05 minutes 37 seconds East a distance of 45.24 feet to a point; Thence North 83 degrees 09 minutes 50 seconds West a distance of 20.62 feet to a point; said point being the TRUE POINT OF BEGINNING.

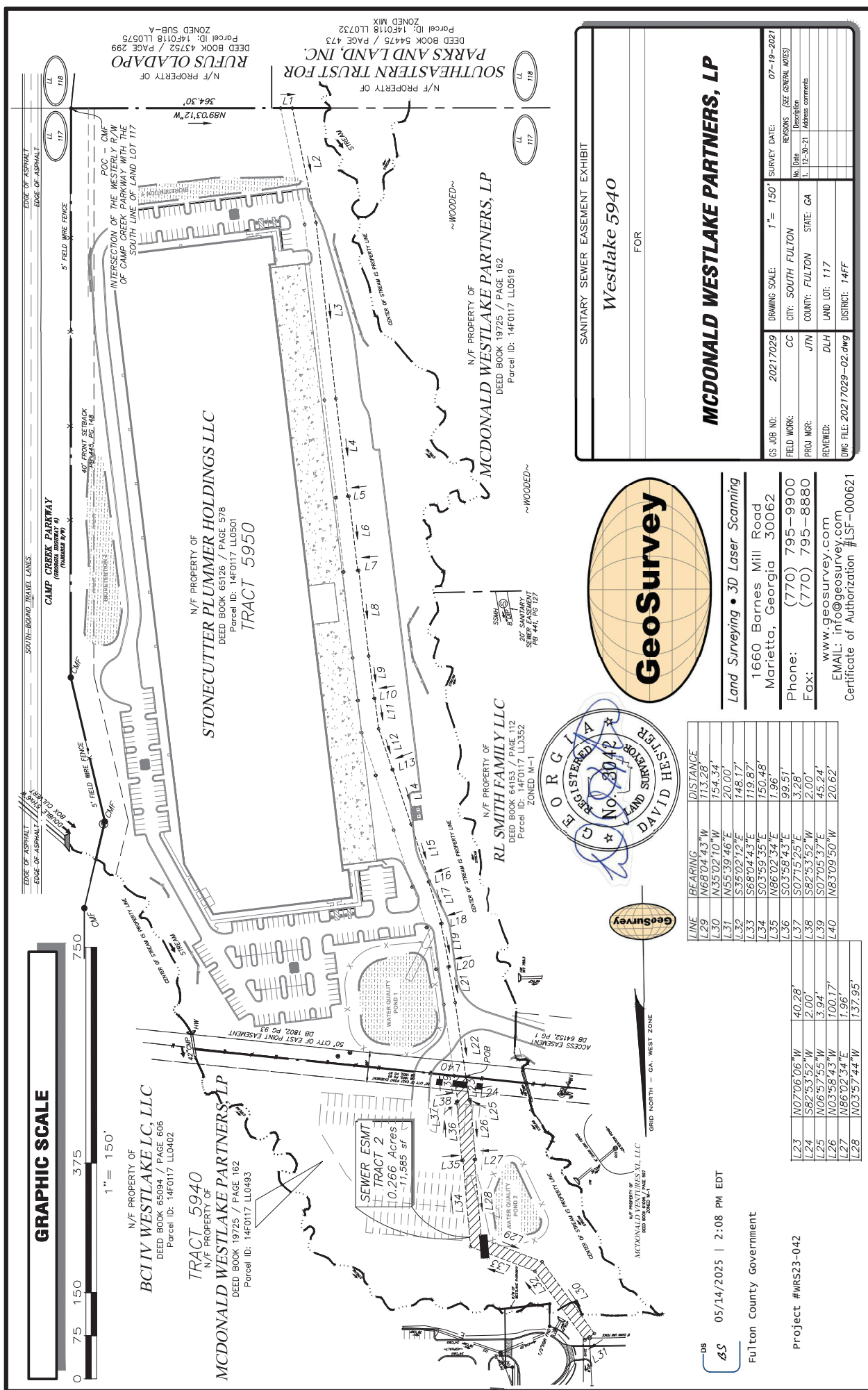
Said tract or parcel of land contains 0.266 Acres (11,585 sf).



05/14/2025 | 2:08 PM EDT

Fulton County Government

Project #WRS23-042





Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0500

Meeting Date: 7/9/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a Sewer Easement Dedication of 39,378.24 square feet (0.904 ac) to Fulton County, a political subdivision of the State of Georgia, from The City of Union City, owner, for the purpose of constructing the Millennium Park Project at 0 Jones Road # Rear, Union City, Georgia 30213.

Requirement for Board Action

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

Strategic Priority Area related to this item

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

Scope of Work: The proposed Millennium Park Project, a commercial development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system before issuing a Land Disturbance Permit. The easement area to be conveyed to the County consists of 39,378.24 square feet (0.904 ac) and is located in Land Lots 141 & 142 of the 7F District of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

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

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

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

Project Name : Millennium Park
Tax Parcel Identification No.: 07 060001420420
Land Disturbance Permit No.: WRS24-015
Zoning/Special Use Permit No.: N/A
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

**SEWER EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 22nd day of October, 2024, between The City of Union City, a corporation duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor), and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part.

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and assigns the right, title, and privilege of an easement on subject property located in land lot(s) 141 & 142 of the District, 7F Section (if applicable) of Fulton County, Georgia, and more particularly described as follows: To wit:

Millennium Park

Project Name

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

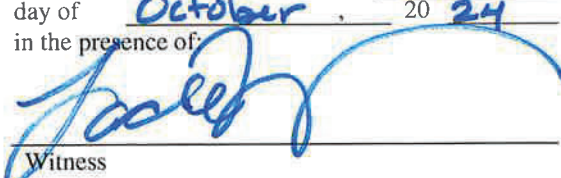
This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, access, maintenance and upgrade of a sewer line through my property according to the location and size of said sewer line as shown on the map and profile now on file in the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

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

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

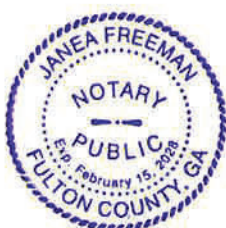
Said Grantor hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said sewer line for the use of the property as herein agreed.



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

Signed, sealed and delivered this 22nd
day of October, 2024
in the presence of:

Witness


Notary Public

[NOTARIAL SEAL]



GRANTOR: The City of Union City
CORPORATE NAME

By:
Print Name: Vince R. Williams
Title: Mayor
By: 
Print Name: Darryl J. Terry, II
Title: City Clerk



LEGAL DESCRIPTION
SANITARY SEWER EASEMENT

All that tract or parcel of land lying and being in Land Lot 142 of the 7th District F, City of Union City, Fulton County Georgia and being more particularly described as follows:

COMMENCING at an iron pin found (1/2" rebar) at the Land Lot corner of Land Lots 141, 142, 147, and 148, said point having a Georgia West Zone State Plane coordinate position of N: 1,310,561.15 and E: 2,157,755.12; THENCE, South 89 Degrees 49 Minutes 17 Seconds West for a distance of 1307.72 feet to an iron pin found (1/2" rebar) at the POINT OF BEGINNING.

THENCE, North 88 Degrees 45 Minutes 23 Seconds West for a distance of 20.34 feet to a point;

THENCE, North 30 Degrees 08 Minutes 17 Seconds West for a distance of 368.07 feet to a point;

THENCE, North 55 Degrees 41 Minutes 07 Seconds East for a distance of 1363.95 feet to a point on an existing sanitary sewer easement;

THENCE along said easement, South 33 Degrees 43 Minutes 25 Seconds East for a distance of 20.00 feet to a point;

THENCE, South 55 Degrees 41 Minutes 07 Seconds East for a distance of 559.22 feet to a point;

THENCE, South 31 Degrees 45 Minutes 50 Seconds East for a distance of 251.38 feet to a point;

THENCE, South 58 Degrees 14 Minutes 10 Seconds West for a distance of 20 feet to a point;

THENCE, North 31 Degrees 45 Minutes 50 Seconds West for a distance of 250.49 feet to a Point;

THENCE, South 55 Degrees 41 Minutes 07 Seconds West for a distance of 765.91 feet to a point;

THENCE, South 30 Degrees 08 Minutes 17 Seconds East for a distance of 353.75 feet to a point;

THENCE, South 07 Degrees 30 Minutes 10 Seconds East for a distance of 6.84 feet to an iron pin found (1/2" rebar) at the POINT OF BEGINNING.

Containing within said bounds 0.904 acres, more or less as shown on an Easement Plat for The City of Union City, prepared by Atlas Technical Consultants, LLC, dated 10/16/2024, revised 4-18-2025. Said survey by specific reference is made a part hereof for a more complete and accurate description.

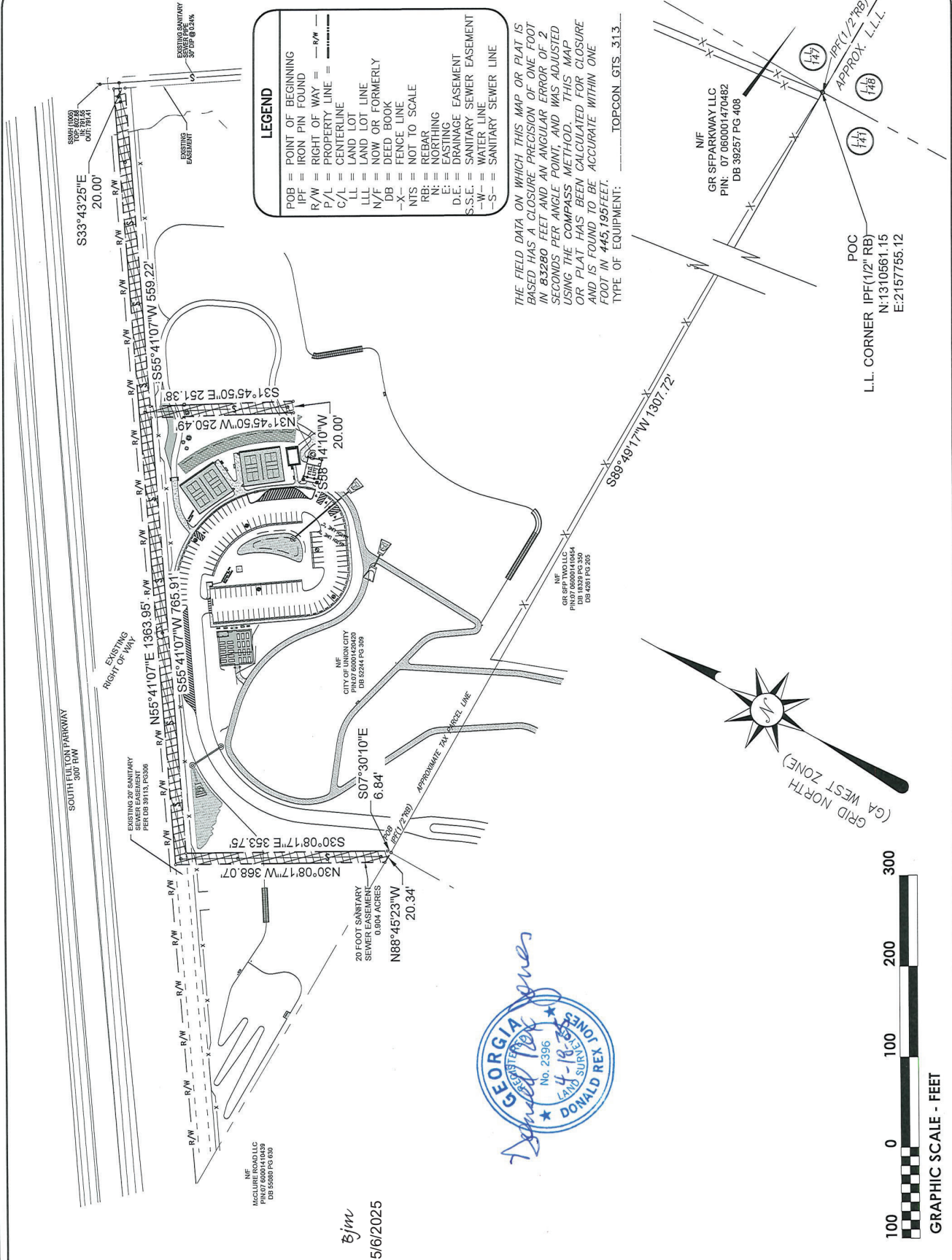
G:\Data\SURVEY\21-COUC-MCPKD\LEGAL DESCRIPTION.docx

Atlas Technical Consultants, LLC
930 Interstate Ridge Drive, Suite "F"
Gainesville, Georgia 30501
LSF001323, EXP: 6/30/2026
PHONE: (770)532-4021 FAX: (770)532-4023
Engineering * Planning * Landscape
Architecture * Land Acquisition * Surveying

SANITARY SEWER EASEMENT FOR:
CITY of UNION CITY
LAND LOT 142 - 7th DISTRICT F
CITY OF UNION CITY
FULTON COUNTY, GEORGIA

HORIZ. SCALE:	1"=100'
DATE:	10-16-2024
SURVEY DATE:	3-24-2024
DRAWN BY:	JVN
CHECKED BY:	DRJ
JOB NO.:	12217.000

REVISED 4-18-2025, SEWER ROUTE REVISED





Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0501

Meeting Date: 7/9/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a Water Easement Dedication of 8,252.74 square feet to Fulton County, a political subdivision of the State of Georgia, from Northwinds Parkway Office, LLC and Greenstone Parkway 400 LLLP, for the purpose of constructing the WRN24-085 Project at 3000, 3050 & 3100 Northwinds Parkway, Alpharetta, Georgia 30009.

Requirement for Board Action

According to Article XXXIV. - Development Regulations, 34.4.1 Land disturbance permit prerequisites; See also Fulton County Code Sec. 1-117, granting the BOC with exclusive control over the property of the County and making such rules and regulations for the promotion of health, as are not inconsistent with law and to exercise such other powers as are granted by law, or are indispensable to their jurisdiction over County matters.

Strategic Priority Area related to this item

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

Scope of Work: The proposed WRN24-085 Project, a commercial development, requires the installation of a water service line. Fulton County development regulations require that all new water line connections acknowledge Fulton County's ownership interests in the area(s) where a water

service line connection is being made before recording the Final Plat. The easement area to be conveyed consists of 8,252.74 square feet and is located in Land Lot 804 of the 1st District, 2nd Section of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

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

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

Return Recorded Document to:
Fulton County Land Division

141 Pryor Street, S.W. – Suite 8021
Atlanta, Georgia 30303

Project Name : WRN24-085
Tax Parcel Identification No.: 12 284008030343, 12 284008030350 and 12 284008030400
Land Disturbance Permit No.: WRN24-085
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

**WATER LINE EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 3rd day of April, 2025, between **GREENSTONE PARKWAY 400 LLLP**, a limited liability limited partnership duly organized under the laws of the State of Georgia (hereinafter, “Greenstone Owner”), and **NORTHWINDS PARKWAY OFFICE, LLC**, a limited liability company duly organized under the laws of the State of Georgia (hereinafter, “Northwinds Owner”), party of the first part and grantors, and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a water line through subject property owned by Greenstone Owner, said subject property being more particularly described in Exhibit “B” attached hereto and incorporated herein by reference (hereinafter, the “Greenstone Property”), and in consideration of the benefits which will accrue to the Greenstone Property from the construction of a water line through the Greenstone Property, Greenstone Owner has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to FULTON COUNTY and to successors and assigns the right, title, and privilege of easements through the Greenstone Property, located in Land Lot(s) 804, 2nd Section (if applicable) of District 1, Fulton County, Georgia, and more particularly described as follows: To wit:

WRN24-085

Project Name

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

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a water line through subject property owned by Northwinds Owner, said subject property being more particularly described in Exhibit "C" attached hereto and incorporated herein by reference (hereinafter, the "Northwinds Property"), and in consideration of the benefits which will accrue to the Northwinds Property from the construction of a water line through the Northwinds Property, Northwinds Owner has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to FULTON COUNTY and to successors and assigns the right, title, and privilege of easements through the Northwinds Property, located in Land Lot(s) 804, 2nd Section (if applicable) of District 1, Fulton County, Georgia, and more particularly described as follows: To wit:

WRN24-085

Project Name

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

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

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

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

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

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

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

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

Signed, sealed and delivered this
day of April, 2025
in the presence of:

Hughette Hank
Witness

[Signature]
Notary Public



GREENSTONE
OWNER:

GREENSTONE PARKWAY 400, LLLP
a Georgia limited liability limited
partnership

CORPORATE NAME

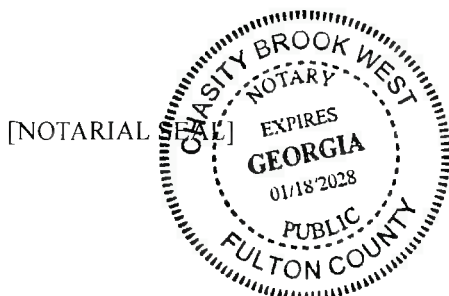
By: Greenstone Parkway 400 Manager, LLC
a Georgia limited liability company
its general partner

By: [Signature] [SEAL]
Name: Adams D. Little III
Title: Manager

Signed, sealed and delivered this
day of April, 2025
in the presence of:

Hughette Hank
Witness

[Signature]
Notary Public



NORTHWINDS
OWNER:

NORTHWINDS PARKWAY OFFICE,
LLC,
a Georgia limited liability company

CORPORATE NAME

By: R.T.E. Jr. [SEAL]
Name: Richard T. Evans, Jr.
Title: Manager

Exhibit “A”

Exhibit "B"
Greenstone Property

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF ATLANTA, IN LAND LOT 804 OF THE 1ST DISTRICT, SECOND SECTION, FULTON COUNTY, GEORGIA, AND BEING TRACT B CONTAINING 6.60 ACRES AS SHOWN ON THAT CERTAIN MINOR SUBDIVISION PLAT FOR GREENSTONE PARKWAY 400 LLLP, RECORDED AUGUST 13, 2024, IN PLAT BOOK 468, PAGE 113, FULTON COUNTY, GEORGIA RECORDS.

Exhibit "C"
Northwinds Property

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF ATLANTA, IN LAND LOT 804 OF THE 1ST DISTRICT, SECOND SECTION, FULTON COUNTY, GEORGIA, AND BEING TRACT A CONTAINING 5.84 ACRES AS SHOWN ON THAT CERTAIN MINOR SUBDIVISION PLAT FOR GREENSTONE PARKWAY 400 LLLP, RECORDED AUGUST 13, 2024, IN PLAT BOOK 468, PAGE 113, FULTON COUNTY, GEORGIA RECORDS.

AND

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF ATLANTA, IN LAND LOT 804 OF THE 1ST DISTRICT, SECOND SECTION, FULTON COUNTY, GEORGIA, AND BEING TRACT C CONTAINING .77 ACRES AS SHOWN ON THAT CERTAIN MINOR SUBDIVISION PLAT FOR GREENSTONE PARKWAY 400 LLLP, RECORDED AUGUST 13, 2024, IN PLAT BOOK 468, PAGE 113, FULTON COUNTY, GEORGIA RECORDS.

Spicer Group, Inc.
514 West Maple St.
Suite 1202
Cumming, GA 30040
TEL (989) 284-8178
www.SpicerGroup.com



DS 03/18/2025 | 2:55 PM EDT
BS Brandon Scott
Fulton County Government

WATER EASEMENT EXHIBIT A

Project Number WRN24-085

Project #WRN24-085



SCALE: 1" = 70'

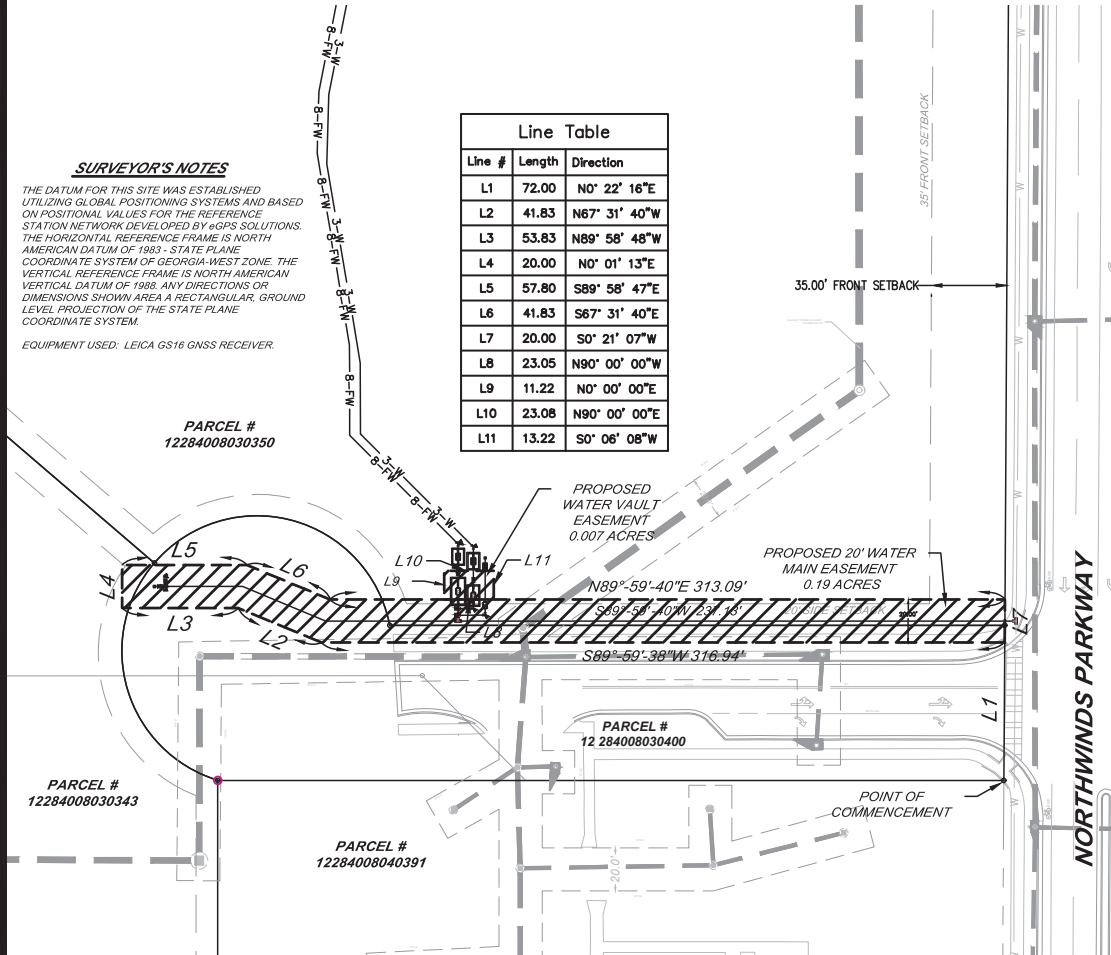
DWG. NO.: A-29966

SURVEYOR'S NOTES

THE DATUM FOR THIS SITE WAS ESTABLISHED UTILIZING GLOBAL POSITIONING SYSTEMS AND BASED ON POSITIONAL VALUES FOR THE REFERENCE STATION NETWORK DEVELOPED BY eGPS SOLUTIONS. THE HORIZONTAL REFERENCE FRAME IS NORTH AMERICAN DATUM OF 1983 - STATE PLANE COORDINATE SYSTEM OF GEORGIA-WEST ZONE. THE VERTICAL REFERENCE FRAME IS NORTH AMERICAN VERTICAL DATUM OF 1988. ANY DIRECTIONS OR DIMENSIONS SHOWN ARE A RECTANGULAR, GROUND LEVEL PROJECTION OF THE STATE PLANE COORDINATE SYSTEM.

EQUIPMENT USED: LEICA GS16 GNSS RECEIVER.

Line Table		
Line #	Length	Direction
L1	72.00	N0° 22' 16"E
L2	41.83	N67° 31' 40"W
L3	53.83	N89° 58' 48"W
L4	20.00	N0° 01' 13"E
L5	57.80	S89° 58' 47"E
L6	41.83	S67° 31' 40"E
L7	20.00	S0° 21' 07"W
L8	23.05	N90° 00' 00"W
L9	11.22	N0° 00' 00"E
L10	23.08	N90° 00' 00"E
L11	13.22	S0° 06' 08"W



PROPOSED 20' WATER MAIN EASEMENT LEGAL DESCRIPTION

Legal Description as Surveyed:

Proposed 20' Water Main Easement - 0.19 Acres 8252.74 SQ. FT.

Proposed 20' Water Main Easement being in Land Lot 804 of the 1st District, 2nd Section, Fulton County, Georgia, being more particularly described as follows:

Commencing at a Point located on the Westerly right-of-way of Northwinds Parkway; thence N00°-22'-16"E., 72.00 feet to the Point of Beginning; thence leaving said right-of-way S89°-59'-38"W., 316.94 feet; thence N67°-31'-40"W., 41.83 feet; thence N89°-58'-48"W., 53.83 feet; thence N00°-01'-13"E., 20.00 feet; thence S89°-58'-47"E., 57.80 feet; thence S67°-31'-40"E., 41.83 feet; thence N89°-59'-40"E., 313.09 feet to a point located on the Westerly right-of-way of Northwinds Parkway; thence S00°-21'-07"W., 20.00 feet to the Point of Beginning.

Said parcel of land contains 0.19 acres more or less of land.

PROPOSED WATER VAULT EASEMENT LEGAL DESCRIPTION

Legal Description as Surveyed:

Proposed Water Vault Easement - 0.007 Acres 304.86 SQ. FT.

Proposed Water Vault Easement being in Land Lot 804 of the 1st District, 2nd Section, Fulton County, Georgia, being more particularly described as follows:

Commencing at a Point located on the Westerly right-of-way of Northwinds Parkway; thence N00°-22'-16"E., 72.00 feet; thence N00°-21'-07"E., 20.00 feet; thence leaving said right-of-way S89°-59'-40"W., 237.13 feet; to the Point of Beginning; thence N90°-00'-00"W., 23.05 feet; thence N00°-00'-00"E., 11.22 feet; thence N90°-00'-00"E., 23.08 feet; thence S00°-06'-08"W., 13.22 feet to the Point of Beginning.

Said parcel of land contains 0.007 acres more or less of land.

LEGEND



136577SG2024 SURVEY FOR:
EASEMENT EXHIBIT FOR:

CLIENT
EVANS GENERAL CONTRACTORS

3050 NORTHWINDS PARKWAY, SUITE 200
ALPHARETTA, GA 30009

EASEMENT EXHIBIT OF:

LAND LOT 804 OF THE

1st DISTRICT - 2nd SECTION

CITY OF ALPHARETTA

FULTON COUNTY, GEORGIA

DATE OF FIELD SURVEY: 05-09-2024

136577SG2024

A-29966

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in Georgia Plat Act O.C.G.A. 15-6-67. Authority O.C.G.A. Secs 15-6-67, 43-15-4, 43-15-6, 43-15-19, 43-15-22.

PREPARED BY:
NATHAN G. SHEPHERD
PROFESSIONAL SURVEYOR No. LS003466
514 WEST MAPLE ST., SUITE 1202
CUMMING, GEORGIA 30040
TEL. 989-284-8178
DRAWN BY: JTS
DATE: 12-12-2024
JOB NUMBER: 136577SG2024
www.SpicerGroup.com



By: *Nathan G. Shepherd* Date: 01-10-2025

DRAWN BY: JTS
CHECKED BY: NGS

PLOT DATE: 01-10-2025
SHEET 1 OF 1

JOB#: 137577SG2024
DWG#: A-29966



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0502

Meeting Date: 7/9/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a Water Vault Easement Dedication of 304.86 square feet to Fulton County, a political subdivision of the State of Georgia, from Northwinds Parkway Office, LLC, owner, for the purpose of constructing the WRN24-085 Project at 3000 Northwinds Parkway, Alpharetta, Georgia 30009. Effective upon approval by the BOC.

Requirement for Board Action

According to Article XXXIV. - Development Regulations, 34.4.1 Land disturbance permit prerequisites; See also, Fulton County Code Sec. 1-117, granting the BOC with exclusive control over the property of the County and making such rules and regulations for the promotion of health, as are not inconsistent with law and to exercise such other powers as are granted by law, or are indispensable to their jurisdiction over county matters.

Strategic Priority Area related to this item

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

Scope of Work: The proposed WRN24-085 Project, a commercial development, requires a water vault easement dedication. Fulton County development regulations require that all new water service line connections acknowledge Fulton County's ownership interests in the area(s) where a connection

is being made to the County's water system before recording the Final Plat. The easement area to be conveyed consists of 304.86 square feet and is in Land Lot 804 of the 1st District, 2nd Section of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

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

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

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

Project Name : WRN24-085
Tax Parcel Identification No.: 12 284008030350 and 12 284008030400
Land Disturbance Permit No.: WRN24-085
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

**WATER VAULT EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 3rd day of April, 2025, between NORTHWINDS PARKWAY OFFICE, LLC, a limited liability company duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor), and FULTON COUNTY, a Political Subdivision of the State of Georgia, party of the second part.

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned from the installation of a water vault, water meter, and appurtenances on subject property, and in consideration of the benefits which will accrue to the subject property from the installation of a water vault, water meter, and appurtenances on the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and assigns the right, title, and privilege of an easement on subject property located in land lot(s) 804 of the 1st District, 2nd Section (*if applicable*) of Fulton County, Georgia, and more particularly described as follows: To wit:

WRN24-085

Project Name

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

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

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

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

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

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

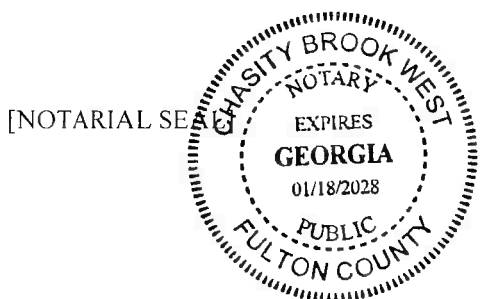
Signed, sealed and delivered this 3
day of April, 2025
in the presence of:

Hughette Hall
Witness

GRANTOR: NORTHWINDS PARKWAY OFFICE,
LLC,
a Georgia limited liability company
CORPORATE NAME

By: R. T. Evans, Jr. [SEAL]
Name: Richard T. Evans, Jr.
Title: Manager

[Signature]
Notary Public



Spicer Group, Inc.
514 West Maple St.
Suite 1202
Cumming, GA 30040
TEL (989) 284-8178
www.SpicerGroup.com



DS 03/18/2025 | 2:55 PM EDT
BS Brandon Scott

Fulton County Government

WATER EASEMENT EXHIBIT A

Project Number WRN24-085

Project #WRN24-085



SCALE: 1" = 70'

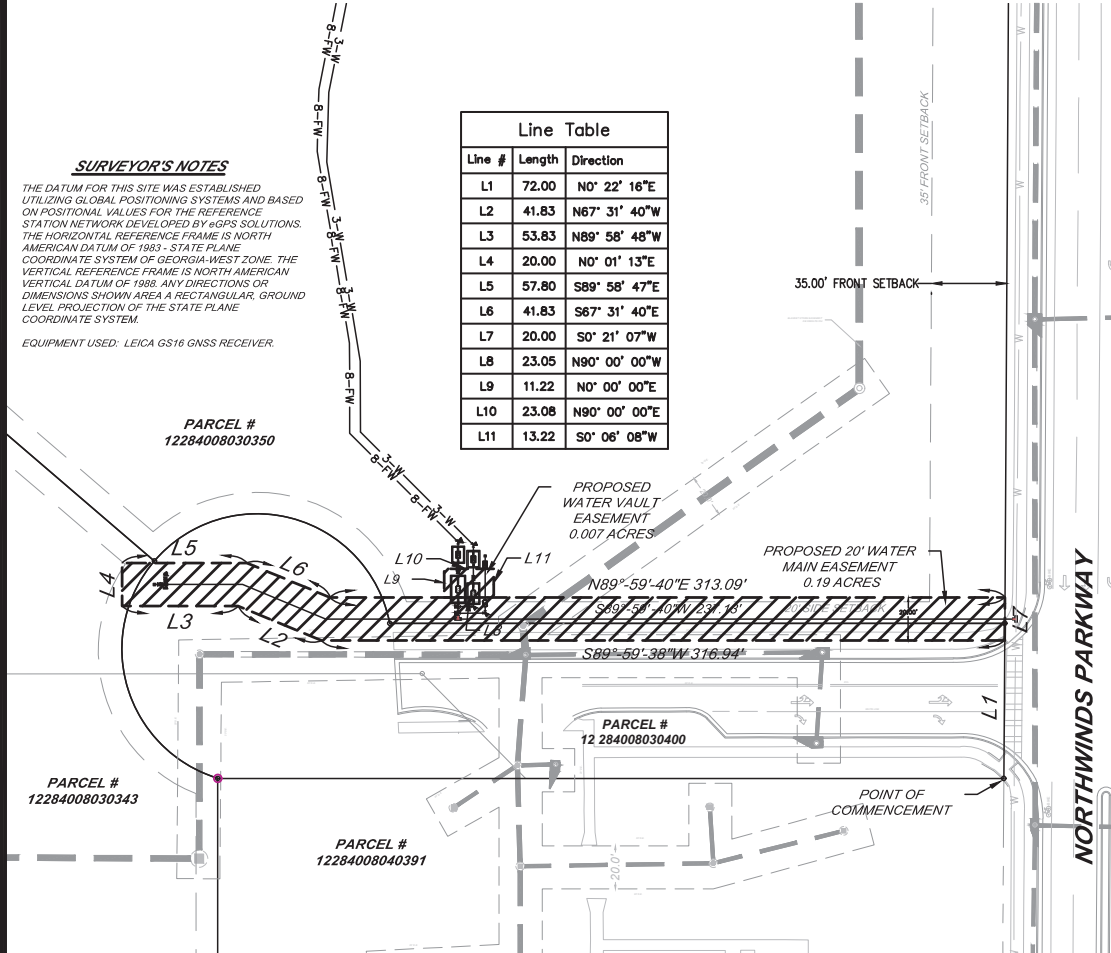
DWG. NO.: A-29966

SURVEYOR'S NOTES

THE DATUM FOR THIS SITE WAS ESTABLISHED UTILIZING GLOBAL POSITIONING SYSTEMS AND BASED ON POSITIONAL VALUES FOR THE REFERENCE STATION NETWORK DEVELOPED BY eGPS SOLUTIONS. THE HORIZONTAL REFERENCE FRAME IS NORTH AMERICAN DATUM OF 1983 - STATE PLANE COORDINATE SYSTEM OF GEORGIA-WEST ZONE. THE VERTICAL REFERENCE FRAME IS NORTH AMERICAN VERTICAL DATUM OF 1988. ANY DIRECTIONS OR DIMENSIONS SHOWN ARE A RECTANGULAR, GROUND LEVEL PROJECTION OF THE STATE PLANE COORDINATE SYSTEM.

EQUIPMENT USED: LEICA GS16 GNSS RECEIVER.

Line Table		
Line #	Length	Direction
L1	72.00	N0° 22' 16"E
L2	41.83	N67° 31' 40"W
L3	53.83	N89° 58' 48"W
L4	20.00	N0° 01' 13"E
L5	57.80	S89° 58' 47"E
L6	41.83	S67° 31' 40"E
L7	20.00	S0° 21' 07"W
L8	23.05	N90° 00' 00"W
L9	11.22	N0° 00' 00"E
L10	23.08	N90° 00' 00"E
L11	13.22	S0° 06' 08"W



PROPOSED 20' WATER MAIN EASEMENT LEGAL DESCRIPTION

Legal Description as Surveyed:

Proposed 20' Water Main Easement - 0.19 Acres 8252.74 SQ. FT.

Proposed 20' Water Main Easement being in Land Lot 804 of the 1st District, 2nd Section, Fulton County, Georgia, being more particularly described as follows:

Commencing at a Point located on the Westerly right-of-way of Northwinds Parkway; thence N00°-22'-16"E., 72.00 feet to the Point of Beginning; thence leaving said right-of-way S89°-59'-38"W., 316.94 feet; thence N67°-31'-40"W., 41.83 feet; thence N89°-58'-48"W., 53.83 feet; thence N00°-01'-13"E., 20.00 feet; thence S89°-58'-47"E., 57.80 feet; thence S67°-31'-40"E., 41.83 feet; thence N89°-59'-40"E., 313.09 feet to a point located on the Westerly right-of-way of Northwinds Parkway; thence S00°-21'-07"W., 20.00 feet to the Point of Beginning.

Said parcel of land contains 0.19 acres more or less of land.

PROPOSED WATER VAULT EASEMENT LEGAL DESCRIPTION

Legal Description as Surveyed:

Proposed Water Vault Easement - 0.007 Acres 304.86 SQ. FT.

Proposed Water Vault Easement being in Land Lot 804 of the 1st District, 2nd Section, Fulton County, Georgia, being more particularly described as follows:

Commencing at a Point located on the Westerly right-of-way of Northwinds Parkway; thence N00°-22'-16"E., 72.00 feet; thence N00°-21'-07"E., 20.00 feet; thence leaving said right-of-way S89°-59'-40"W., 237.13 feet; to the Point of Beginning; thence N90°-00'-00"W., 23.05 feet; thence N00°-00'-00"E., 11.22 feet; thence N90°-00'-00"E., 23.08 feet; thence S00°-06'-08"W., 13.22 feet to the Point of Beginning.

Said parcel of land contains 0.007 acres more or less of land.

LEGEND



136577SG2024 SURVEY FOR:
EASEMENT EXHIBIT FOR:

CLIENT
EVANS GENERAL CONTRACTORS

3050 NORTHWINDS PARKWAY, SUITE 200
ALPHARETTA, GA 30009

EASEMENT EXHIBIT OF:
LAND LOT 804 OF THE
1st DISTRICT - 2nd SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA
DATE OF FIELD SURVEY: 05-09-2024

136577SG2024
A-29966

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in Georgia Plat Act O.C.G.A. 15-6-67. Authority O.C.G.A. Secs 15-6-67, 43-15-4, 43-15-6, 43-15-19, 43-15-22.

PREPARED BY:
NATHAN G. SHEPHERD
PROFESSIONAL SURVEYOR No. LS003466
514 WEST MAPLE ST., SUITE 1202
CUMMING, GEORGIA 30040
TEL. 989-284-8178
DRAWN BY: JTS
DATE: 12-12-2024
JOB NUMBER: 136577SG2024
www.SpicerGroup.com



By: *Nathan Shepherd* Date: 01-10-2025

DRAWN BY: JTS
CHECKED BY: NGS

PLOT DATE: 01-10-2025
SHEET 1 OF 1

JOB#: 137577SG2024
DWG#: A-29966



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0503

Meeting Date: 7/9/2025

Department

Arts and Culture

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

Request approval of a statewide contract - Department of Arts & Culture, SWC 99999-SPD-0000136-0008, Temporary Staffing Services with Corporate Temps Inc. (Norcross, Georgia) at no additional cost to provide temporary staffing services for an additional six (6) month period. Effective dates: July 1, 2025 through December 31, 2025.

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

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

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

Arts and Libraries

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background The Board of Commissioners approved agenda item 25-0206 contract for Arts & Culture in the amount of \$105,000.00. Services provided in 2025 have not exceeded the total authority of 105,000.00. The contract currently has a remaining balance of \$95,804.25 that the Department of Arts & Culture would like to exhaust funds by extending the contract until 12/31/2025. Approval of this item allows the Department to process invoices submitted after the initial contract end date of 06/30/2025. At the time this item was approved, the statewide contract's expiration date was 6/30/2025. The state has now extended that contract for an additional year.

This request is for the extension of time only, no additional funds are needed and allows the

department to meet its part-time staffing need and eliminate some of the challenges the department encountered while having temporary part-time staff on the County's payroll.

Scope of Work: The Arts & Culture Department is responsible for fulfilling the deliverables under the terms of the contract as indicated in the Scope of Work. The contractor Corporate Temps Inc. provides the department with staff to provide services to the County's two Arts Centers and Downtown Main Office. The contract would cover a one-year period upon execution of the contract by the BOC.

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

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

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

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

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

Contract Modification: This is a new request.

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

Contract Value: \$0.00

Prime Vendor: Corporate Temps, Inc.
Prime Status: African American Male Business Enterprise
Location: Norcross, Ga
County: Gwinnett County
Prime Value: \$0.00 or 100.00%

Total Contract Value: \$0.00 or 100.00%
Total Certified Value: \$0.00 or 100.00%

Exhibits Attached

Exhibit 1: Statewide Contract Extension

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

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

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

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

Key Contract Terms	
Start Date: 7/1/2025	End Date: 12/31/2025
Cost Adjustment: None	Renewal/Extension Terms: None

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes



CONTRACT AMENDMENT # 10 EXTENSION # 4

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

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	CORPORATE TEMPS 2000
Contract No.:	99999-001-SPD0000136-0008
Solicitation Title/Event Name:	Temporary Staffing Services
Contract Award Date:	July 1, 2017
Current Contract Term:	July 1, 2024 – June 30, 2025

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

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

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

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	July 1, 2025
End Date of New Contract Term:	June 30, 2026


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

CONTRACT NUMBER: 99999-001-SPD0000136-0008


2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services, during the term of this Extension, the new contract shall supersede this Extension.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	CORPORATE TEMPS, INC.
Authorized Signature:	 RENEE WHITE <small>eSigned by: Renee White on 03/05/2025 at 15:50 UTC</small>
Printed Name and Title of Person Signing:	Renee White
Date:	March 5, 2025
Company Address:	5950 Live Oak Parkway, Ste 230, Norcross, GA 30093

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commissioner State Purchasing Division
Date:	4/28/2025
Company Address:	200 Piedmont Avenue, S.E., Suite 1804, West Tower Atlanta, Georgia 30334-9010

Performance Evaluation Details

ID	E9
Project	Temporary Staffing Services
Project Number	SWC 99999-SPD-0000136-0008
Supplier	Corporate Temps, Inc.
Supplier Project Contact	Tonya Hood (preferred language: English)
Performance Program	Professional Services
Evaluation Period	01/01/2025 to 03/31/2025
Evaluation Type	Formal
Interview Date	06/24/2025
Expectations Meeting Date	Not Specified
Status	Draft
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

20/20

Rating

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

Comments

Not Specified

SCHEDULE

20/20

Rating

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

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

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

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

20/20

Rating

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

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

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

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0504

Meeting Date: 7/9/2025

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

Request approval of a Resolution by the Board of Commissioners to authorize the adoption and approval of the 2025-2029 HUD Consolidated Plan and 2025 HUD Annual Action Plan which will allow the County to secure federal funding for projects and services that support the needs of low- and moderate-income residents. The funding includes \$1,254,161.00 from the Community Development Block Grant (CDBG) Program and \$590,862.29 from the HOME Investment Partnerships Program (HOME). A Fulton County general fund match is not required for the CDBG Program. Fulton County uses its general fund to support the required 25% match for the HOME program.

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

In accordance with O.C.G.A. § 36-10-1, requests for approval of contractual agreements shall be forwarded to the Board of Commissioners.

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

No

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

Request approval of a Resolution by the Board of Commissioners to authorize the adoption and approval of the 2025- 2029 Consolidated Plan and 2025 HUD Annual Action Plan which will allow the County to secure federal funding for projects and services that support the needs of low- and

moderate-income residents.

The Consolidated Plan and Annual Action Plan provide an approach to housing, community development and homeless needs using the U.S. Department of Housing and Urban Development (HUD) grant funds.

Fulton County has received official notification from the U.S. Department of Housing and Urban Development (HUD) confirming its 2025 funding allocations: \$1,254,161 through the Community Development Block Grant (CDBG) Program and \$590,862.29 through the HOME Investment Partnerships Program (HOME).

Public Comment

Public hearings were held on November 18, 2024, and February 3, 2025. In addition a series of workshops were held with with affordable housing providers and advocates, agencies that provide services to unsheltered populations, workforce development providers, community development interests and public housing authorities. An online survey was used, and the draft Consolidated Plan was on public display.

I. CDBG

The 2025 CDBG funding will be used to support eligible projects and activities that benefit low-to moderate-income communities. These projects will be carried out by municipalities participating through Fulton County Cooperative Agreements.

- A 3-year grant application was released to municipalities on July 25, 2023.
- CDBG virtual application technical assistance (TA) workshops were held on August 2, 2023, and August 9, 2023, via ZOOM.
- FY2025 budget for CDBG is \$1,254,161

2025 CDBG Proposed Budget and Activity Funding

CDBG Budget Area	Activity	Amount
Program Administration	Requirements to administer CDBG Program	\$182,147
Housing Rehabilitation	Senior Housing Rehabilitation Service Delivery	\$192,014
Public Service	Fair Housing Activities	\$60,000
College Park	Charles E. Phillips Park Improvements- Phase II	\$120,000
East Point	Watermain Infrastructure Replacement Initiative	\$150,000
Fairburn	Orchard Street & Strickland Pedestrian Improvements	\$180,000
Hapeville	John Lewis Memorial Park Improvements- Phase I	\$120,000
Palmetto	Groundwater Line Looping	\$70,000

Union City	Shannon Parkway Park- Phase II	\$180,000
CDBG Total		\$1,254,161

II. HOME

- Subrecipient(s) to administer the Tenant Based Rental Assistance will be selected through a Request for proposal process.
- Subrecipient(s) to administer the Community Housing Development Organization (CHDO) program will be selected through a Request for proposal process.
- FY 2025 HOME budget total is \$590,862.29.

2025 HOME Proposed Budget and Activity Funding

HOME Budget Area	Activity	Amount
Program Administration	Costs to manage, monitor and implement the federally funded programs	\$59,086.23
Home Ownership (HOP)	Down payment and closing cost assistance for first time homebuyers in Fulton County (outside the City of Atlanta)	\$115,000.00
Tenant Based Rental Assistance	Rental Assistance for Fulton County residents	\$328,146.72
Community Housing Development Organizations (CHDOs)	HUD required set aside for eligible nonprofit development	\$88,629.34
HOME Total		\$590,862.29

Community Impact: HUD Entitlement funding for CDBG and HOME will help the County provide services to its low and moderate-income residents.

Department Recommendation: Approve the requested action.

Project Implications: Approval of the Consolidated Plan and Annual Action Plan will support continued use of allocated by the U.S. Department of Housing and Urban Development (HUD) to deliver timely services and support to both communities and individuals living in Fulton County, outside the City of Atlanta.

Community Issues/Concerns: Public hearings were held on November 18, 2024, and February 3, 2025. There were no community concerns identified.

Department Issues/Concerns: If the 2025- 2029 Consolidated Plan and 2025 Annual Action Plan are not approved, it will adversely impact the scope and range of services the County is able to provide to low and moderately low-income populations in Fulton County. In accordance with 24 CFR Part 91, the submission of the 2025-2029 Consolidated Plan and 2025 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD) is mandatory.

1 **RESOLUTION AUTHORIZING THE ADOPTION AND SUBMITTAL OF 2025-2029**
2 **CONSOLIDATED PLAN AND 2025 ANNUAL ACTION PLAN AND AMENDMENTS TO**
3 **THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR THE**
4 **FEDERAL CDBG AND HOME PROGRAMS; AUTHORIZING THE CHAIRMAN OF THE**
5 **FULTON COUNTY BOARD OF COMMISSIONERS TO DISBURSE THE FUNDS AND**
6 **EXECUTE AND ADMINISTER THE CONTRACTS AND RELATED DOCUMENTS**
7 **CONSISTENT WITH THESE FEDERAL PROGRAMS; AND FOR OTHER PURPOSES**
8

9 **WHEREAS**, the provision of services to address the needs of low- and moderate-
10 income residents of Fulton County is a vital activity necessary to the maintenance and
11 continued growth and development of both the County and the region; and

12 **WHEREAS**, Fulton County maintains an active partnership with the U.S.
13 Department of Housing and Urban Development ("HUD") to promote development and
14 provide services to address the needs of low-and moderate-income citizens through
15 the Community Development Block Grant ("CDBG"), HOME Investment
16 Partnership ("HOME"), and their amendments; and

17 **WHEREAS**, HUD regulations require that entitlement jurisdictions, such as Fulton
18 County, establish a Consolidated Plan every five (5) years to analyze the needs of the
19 County's low- and moderate-income residents; and

20 **WHEREAS**, HUD regulations further require that such jurisdictions submit an
21 Annual Action Plan to document the projects and services to be provided with CDBG,
22 and HOME funds; and

23 **WHEREAS**, the Fulton County Board of Commissioners has adopted 2025
24 through the 2029 Consolidated Plan; and

25 **WHEREAS**, the Fulton County Board of Commissioners supports the submittal of
26 the 2025 Annual Action Plan and Amendments to secure federal funds supporting
27 projects and services needed by its low- and moderate-income citizens.

NOW, THEREFORE, BE IT RESOLVED, the Fulton County Board of Commissioners hereby authorizes the adoption and submission of the 2025-2029 Consolidated Plan and 2025 Annual Action Plan and Amendments and list of proposal activities for 2025 to HUD and directs the application of all funds secured by this submittal to activities that benefit low- and moderate-income residents of Fulton County as directed by the Board of Commissioners and HUD; and

BE IT FURTHER RESOLVED, that the Chairman of the Fulton County Board of Commissioners is hereby authorized to disburse all CDBG and HOME funds for the purposes of implementing said projects and to execute on behalf of Fulton County all supplemental intergovernmental agreements, contracts, and related documents and papers, as necessary and consistent with these programs, program amendments and this Resolution.

BE IT FINALLY RESOLVED, that the County Attorney is hereby authorized to approve as to form and substance and make any modifications thereof, all supplemental intergovernmental agreements, contracts, and related documents and papers, as necessary, regarding these CDBG and HOME funds, prior to execution by the Chairman.

SO PASSED AND ADOPTED, this _____ day of July, 2025.

FULTON COUNTY, GEORGIA

By: Robert L. Pitts, Chairman
Fulton County Board of Commissioners

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ATTEST:

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo County Attorney

**2025-2029 CONSOLIDATED PLAN AND 2025 ANNUAL ACTION PLAN
FOR
FULTON COUNTY, GEORGIA**

PREPARED BY THE FULTON COUNTY DEPARTMENT OF COMMUNITY
DEVELOPMENT

**RELATING TO THE ADMINISTRATION OF
THE COMMUNITY PLANNING & DEVELOPMENT PROGRAMS
OF THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**



DRAFT FOR PUBLIC COMMENT

Fulton County Government prohibits discrimination on the basis of race, color, national origin, religion, sex, familial status, disability, or age.

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Demo

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Demo

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Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

Fulton County's 2025-2029 Five-Year Consolidated Plan is a comprehensive planning document outlining a coordinated approach to housing, community development, and homeless needs using U.S. Department of Housing and Urban Development (HUD) grant funds. It provides guidance on the investment of HUD dollars and outlines priorities for using the County's Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) over the next five years. It covers the Fulton County entitlement jurisdiction, which includes unincorporated Fulton County and the cities of Alpharetta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Milton, Mountain Park, Palmetto, and Union City.

Every year, the County will produce an Annual Action Plan to detail specific activities to carry out the Five-Year Consolidated Plan's priorities and goals. Fulton County's 2025 Annual Action Plan is included with this Consolidated Plan.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

Priority needs were developed based on community participation, stakeholder consultation, Census Bureau and other data, and an analysis of top housing, homeless, special needs, and non-housing community development needs in the Fulton County entitlement jurisdiction. They include:

Increase Access to/Quality of Affordable Housing

- Develop and Preserve Affordable Rental Housing
- Affordable Homeownership Opportunities
- Housing Rehabilitation Assistance for Homeowners
- Rental Assistance and Homelessness Prevention

These needs will be met by:

- Providing safe affordable residential opportunities for low- and moderate-income households, including projects located near employment, transportation, and other community resources.
- Supporting the development of affordable rental housing for seniors, veterans, people with disabilities, or other special needs households, such as people who are formerly homeless or at risk of homelessness. Increase the number of first-time home buyers through down payment and closing cost assistance.

- Providing funding for residential rehabilitation to preserve the existing affordable housing stock by assisting income-eligible individuals. Rehabilitation will include energy efficiency improvements and issues as they relate to health and safety.

Public Services

- Fund eligible public services to serve low- and moderate-income residents, youth, seniors, people with disabilities, and other special needs populations.

Fair Housing Education and Services

- Provide assistance to eligible households which might include but is not limited to: Fair housing education services to help residents, community organizations, and housing providers understand fair housing rights and responsibilities. Provide fair housing complaint investigation services. Consumer education and awareness around predatory lending fraudulent mortgages, and other housing scams.

Public Facilities/Infrastructure

- Street Improvement
- Sidewalk Improvements
- Water/Sewer Improvements
- Parks/Recreation Improvements
- Removal of Architectural Barriers

These needs will be met by:

- Funding infrastructure improvements and public facilities such as sidewalks, street lighting, pedestrian facilities, ADA improvements, and community centers in income-eligible areas.
- Partnering with other County departments, cooperating cities within Fulton County, and non-profit agencies.
- Assisting community service organizations in improving or expanding physical structures to serve homeless residents, low- and moderate-income households, and other special needs populations.

Program Administration

- Program administration related to the planning and execution of community development, housing, and homelessness activities assisted with funds provided under the CDBG and HOME programs.

3. Evaluation of past performance

Each year, Fulton County reports its progress in meeting its five-year and annual goals by preparing a Consolidated Annual Performance Evaluation Report (CAPER). The CAPER is submitted to HUD within 90 days of the start of the new program year. The CAPER illustrates Fulton County Georgia's Department of Community Development collaborations to coordinate funding to enhance community development activities and services to its citizens. The CAPER summarizes how County funds were invested and reimbursed by federal funds for the program year. During 2023, the County worked to expend the funds available from prior grant years for the Community Development Block Grant (CDBG) and the HOME Investment Partnerships Program (HOME). While the County did not receive a formula allocation of Emergency Solutions Grant (ESG) Program funding in FY2023, the County expended the remaining funds from its previous ESG formula allocations. In addition, during FY 2023, the County continued to expend funds received through the CARES Act to address the need to prepare, prevent and respond to the Coronavirus pandemic. These federal resources were used in support of low- and moderate-income persons and households throughout the Urban County and partner communities to improve the quality of life. Additionally, Fulton funded new activities and carried out existing activities to meet its affordable housing, both for owners through funding down payment assistance to eight first-time homebuyers and rehabilitating 12 owner-occupied homes. The County also funded homeless services, and public facility improvements for communities. Copies of recent CAPERs are available for review at Fulton County's Community Development Department or online at <https://www.fultoncountyga.gov/inside-fulton-county/fulton-county-departments/community-development/housing-and-urban-development-funded-programs>.

4. Summary of citizen participation process and consultation process

Fulton County conducted consultation with residents, County staff, government agencies, nonprofit agencies, housing and homeless service providers, and others to develop this Five-Year Consolidated Plan. The County held public meetings, stakeholder sessions, and surveyed the public about local housing and community development needs. This input is summarized in the Citizen Participation and Needs Assessment sections of this document. Community input was also used to determine needs and priorities.

Fulton County held two public meetings to receive community input on the draft plans. Both meetings were held at the Fulton County College Park Library 3647 Main St, College Park, GA 30337. There was also an option to participate virtually via Zoom. The first meeting was held Monday November 18, 2024, at 6:00 p.m. The second was held on Monday, December 9, 2024, at 6:00 p.m. Public comments on the draft Consolidated Plan and Annual Action Plan were also received throughout the 30-day public comment period, which ran from December 2, 2024, to January 3, 2025.

5. Summary of public comments

Comments received through the public meetings, community survey, and during the public comment period are summarized in the Citizen Participation section of this Plan and incorporated in individual sections as relevant. All information is also attached in the Citizen Participation Appendix.

6. Summary of comments or views not accepted and the reasons for not accepting them

The County took all comments into consideration in preparing this Consolidated Plan and Annual Action Plan. The County reviewed all comments for common and recurring themes to help establish goals and priorities. No comments or views were not accepted.

7. Summary

This five-year plan identifies the community's affordable housing, homeless, and community development needs, as well as outlines a comprehensive and coordinated strategy for implementation of programs. The County will use CDBG and HOME funding to leverage other public and private investment in order to address its goals and priorities.

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	FULTON COUNTY	Department of Community Development
HOME Administrator	FULTON COUNTY	Department of Community Development
ESG Administrator	FULTON COUNTY	Department of Community Development

Table 1 – Responsible Agencies

Narrative

The Fulton County Department of Community Development provides oversight, management, and administration of projects, programs, and initiatives in conjunction with the 2025-2029 Consolidated Plan and related Annual Action Plans. The Department of Community Development is responsible for all documentation, administrative, and compliance requirements of the HUD-funded programs that the County administers, including the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME).

The County works actively to establish and support relationships with other County departments, federal and state agencies, local governments, nonprofit organizations, and private sector partners to identify affordable housing, community development, and supportive service needs in Fulton County and develop strategies to meet these needs with combined resources. Multiple Fulton County departments, nonprofit organizations, and municipalities in Fulton County (Alpharetta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Milton, Mountain Park, Palmetto, and Union City, as of current cooperative agreements) are primarily responsible for implementing programs and services covered by the Consolidated Plan under supervision of the Department of Community Development.

Consolidated Plan Public Contact Information

Mia Redd, Deputy Director, Health & Human Services

Fulton County Department of Community Development

Demo

137 Peachtree Street SW

Atlanta, Georgia 30303

Phone: 404-613-3643

PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(I) and 91.315(I)

1. Introduction

Fulton County conducted a variety of public outreach to gather input from County and City staff, government agencies, nonprofit agencies, affordable housing developers, local service providers, and county residents in preparing this plan. The County held seven stakeholder sessions during the week of September 30, 2024, with nonprofit staff and Continuum of Care members, Health and Human Services Department staff, and Community Development Department staff, and queried cooperating cities regarding anticipated capital projects. Additionally, residents and other stakeholders completed surveys regarding community development and housing priorities. A total of 52 people completed the survey. The County also posted a video on its website explaining the funding programs and planning process for this plan to encourage input from stakeholders and residents. Outreach results are summarized in the Community Participation section of this Plan.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

Fulton County works closely with public and private sector providers to ensure delivery of services to residents and to promote interagency communication and planning. The County has representatives on many non-profit agency boards and/or advisory committees. The County works with various housing, health, mental health, and service agencies to gather data and identify gaps in services.

In developing this Consolidated Plan, the County strives to include input from housing providers and health, mental health, and other service agencies. A variety of assisted housing providers and health, mental health, and service agency stakeholders were invited to participate in an interview, attend a public meeting, and/or take the Housing and Community Needs Survey. These stakeholders included city elected officials and staff, housing authority staff, housing developers, nonprofit organizations, homeless housing and service providers, mental health service providers, agencies serving people with disabilities, senior services, workforce development organizations, and others. The public meetings and focus groups included group discussions of the connections between housing and other community needs. This Consolidated Plan is designed to promote enhanced coordination amongst local housing and service organizations over the next five years.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

Fulton County falls within the Fulton County Georgia-502 Homeless Continuum of Care (CoC), which was formed to provide a more focused approach to issues of homelessness within the County. The CoC was formed in 2014 to carry out the planning responsibilities for homeless people within the political boundaries of Fulton County. It coordinates housing, services, and funding streams; promotes community-wide commitment to goals of ending homelessness; analyzes homeless needs in the county; and coordinates the housing and services systems to align resources & functions.

For this Consolidated Plan, the County reached out directly to several organizations that serve residents who are homeless or at-risk residents to better understand the needs of the clients they serve. The County and the consulting team conducted stakeholder interviews and/or focus groups with representatives from the CoC, the Housing Authority of Fulton County, Fulton County Schools, North Fulton Community Charities, HOPE Atlanta, and Atlanta Legal Aid Society.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The Emergency Solutions Grant Program is designed to identify sheltered and unsheltered homeless persons, as well as those at risk of homelessness, and provide the services necessary to help those persons to quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness. The program focuses on assisting people to regain stability and move to permanent housing.

The County no longer receives entitlement ESG funding.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	ATLANTA LEGAL AID
	Agency/Group/Organization Type	Service-Fair Housing legal services
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Non-housing community development strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	North Fulton Interagency Meeting
2	Agency/Group/Organization	CITY OF FAIRBURN
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Market Analysis Non-housing community development strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder listening session
3	Agency/Group/Organization	North Fulton Community Charities
	Agency/Group/Organization Type	Services-homeless Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-housing community development strategy

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder listening session, North Fulton Interagency Meeting
4	Agency/Group/Organization	PARTNERSHIP AGAINST DOMESTIC VIOLENCE
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services-homeless Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-housing community development strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder listening session
5	Agency/Group/Organization	Georgia Center for Youth Excellence (GACYE)
	Agency/Group/Organization Type	Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Non-housing community development strategy

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder listening session
6	Agency/Group/Organization	Mary Hall Freedom House
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-housing community development strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder listening session
7	Agency/Group/Organization	Giving Health
	Agency/Group/Organization Type	Services-homeless Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-housing community development strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	North Fulton Interagency Meeting
8	Agency/Group/Organization	StandUp For Kids
	Agency/Group/Organization Type	Services-Children Homeless prevention

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Non-housing community development strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	North Fulton Interagency Meeting
9	Agency/Group/Organization	Fulton County Schools
	Agency/Group/Organization Type	Services-Education
	What section of the Plan was addressed by Consultation?	Non-housing community development strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	North Fulton Interagency Meeting
10	Agency/Group/Organization	Children's development academy
	Agency/Group/Organization Type	Services-Education
	What section of the Plan was addressed by Consultation?	Non-housing community development strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	North Fulton Interagency Meeting
11	Agency/Group/Organization	Family Promise of North Fulton/Dekalb
	Agency/Group/Organization Type	Housing Services - Housing Services-Health

	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-housing community development strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	North Fulton Interagency Meeting
12	Agency/Group/Organization	Heirborn Servants
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services-homeless Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-housing community development strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	North Fulton Interagency Meeting
13	Agency/Group/Organization	Georgia Advancing Communities Together, Inc.
	Agency/Group/Organization Type	Housing Services-homeless Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Anti-poverty Strategy Non-housing community development strategy

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	North Fulton Interagency Meeting
14	Agency/Group/Organization	Bank on GA
	Agency/Group/Organization Type	Services-Education Services - financial education
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	North Fulton Interagency Meeting
15	Agency/Group/Organization	Returning Her Home (RHH)
	Agency/Group/Organization Type	Housing Services-homeless Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	North Fulton Interagency Meeting
16	Agency/Group/Organization	HouseATL
	Agency/Group/Organization Type	Services-Education
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Anti-poverty Strategy Non-housing community development strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	North Fulton Interagency Meeting

17	Agency/Group/Organization	Summit Counseling Center
	Agency/Group/Organization Type	Services-Health Services-Education
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Anti-poverty Strategy Non-housing community development strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	North Fulton Interagency Meeting
18	Agency/Group/Organization	Fulton County Department of Community Development
	Agency/Group/Organization Type	Other government - County Grantee Department
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Non-housing community development strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder interview
19	Agency/Group/Organization	Housing Authority of Fulton County
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth

How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder outreach
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Identify any Agency Types not consulted and provide rationale for not consulting

Efforts were made to consult as broad a group of community stakeholders as possible. Email notifications and invitations regarding the stakeholder sessions and survey were distributed to stakeholders by Fulton County. No agency types were excluded from participation.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care		
Fulton County Comprehensive Plan (2016-2035)	Department of Community Development	Strategies outlined in this plan overlap with the Strategic Plan for affordable housing and non-housing community development.
Fulton County Comprehensive Transportation Plan	Department of Community Development	Strategies outlined in this plan overlap with the Strategic Plan for non-housing community development.
HOME-ARP Allocation Plan	Department of Community Development	Strategies outlined in this plan overlap with the Strategic Plan for affordable housing, public services, and homelessness services.
Workforce Development Board Plan for 2024-2027	Department of Community Development	Strategies outlined in this plan overlap with the Strategic Plan for non-housing community development.
Cradle to Golden Years Plan (2016-2020)	Department of Community Development	Strategies outlined in this plan overlap with the Strategic Plan for non-housing community development.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The County partners with the local municipalities to implement the annual activities. Partners assist in distributing the plan for review and comment by the public. Further, the County Department of Human Services is the lead agency for the Continuum of Care and works closely with social service providers, the state and other entities to ensure a comprehensive system of care.

Narrative (optional):

PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Fulton County, in compliance with the County's Citizen Participation Plan, held two (2) public hearings to receive community input on the draft plan, needs of the county, and to collect input on the proposed activities to be funded.

Both meetings were held at the Fulton County College Park Library 3647 Main St, College Park, GA 30337. There was also an option to participate virtually via Zoom. The first meeting was held Monday November 18, 2024, at 6:00 p.m. The second was held on Monday, December 9, 2024, at 6:00 p.m. Public comments on the draft Consolidated Plan and Annual Action Plan were also received throughout the 30-day public comment period, which ran from December 2, 2024, to January 3, 2025.

Community input was also used to determine needs and priorities.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Meeting	Non-targeted/broad community	See sign-in sheet in Citizen Participation Appendix	Comments in Citizen Participation Appendix	There were no comments not accepted	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
2	Public Meeting	Non-targeted/broad community	See sign-in sheet in Citizen Participation Appendix	Comments in Citizen Participation Appendix	There were no comments not accepted	

Table 4 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

To inform development of priorities and goals over the next five years, this section of the Consolidated Plan discusses housing, community development, and economic development needs in Fulton County. Please note that most data in this section for Fulton County refers to the entitlement jurisdiction, which includes unincorporated Fulton County and the cities of Alpharetta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Milton, Mountain Park, Palmetto, South Fulton, and Union City. Figures do not include Atlanta, Johns Creek, Sandy Springs, or Roswell as they are independent entitlement jurisdictions which prepare their own Consolidated Plans. Instances where figures are for all of Fulton County (including the Atlanta, Sandy Springs, and Roswell) are noted.

This section identified the following key points:

- Given a lack of decent, affordable housing options, the County's lower-income households often face a choice between deficient housing and cost burden.
- In general, the percentage of households with a housing problem is highest for the lowest income brackets (0-50% AMI) and decreases as income increases.
- The impact of housing problems in Fulton County varies primarily by income level. However, Asian households experience problems disproportionately, at a rate of at least ten percentage points higher than the County as a whole.
- Data from HUD's 2023 Picture of Subsidized Households shows that about 20% of households living in a public housing unit in Fulton County have at least one member with a disability.
- Fulton County has a need for additional homeless shelters in many areas of the County. Additionally, there is a need for more resources for homeless shelters. They also indicated a need for youth services and housing. There is a particular need to house youths that are aging out of programs but cannot overcome the gap in their income and the cost of housing.
- For all vulnerable populations (the elderly, frail elderly, persons with disabilities, persons with HIV/AIDS and their families, persons with alcohol or drug addiction, victims of domestic violence, and reentry populations), the cost of housing is an issue. A high percentage of residents within these population subgroups live at or below the federal poverty level.
- Several non-housing community development needs outlined in this section are based on input from multiple stakeholders consulted through sessions, public meetings, and an online survey.

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

High housing costs reduce economic opportunities and access to prosperity, especially among lower-income households in Fulton County. Between 2009 and 2020, the median income for residents only increased by 4.07% after adjusting for inflation. Furthermore, median rent increased by 9.47%, adjusting for inflation, and median home values increased by 10.82%. This means that housing costs require a larger share of income for households in the County from 2009 to 2020. This translates to diminished buying power for households, particularly for renters. Given a lack of decent, affordable housing options, the County's lower-income households often face a choice between deficient housing and cost burden.

The most significant housing issue identified is cost burden, defined as spending over 30% of household income on housing costs, such as mortgage and rent payments. According to CHAS data, 14.37% of households are cost burdened. Similarly, severe cost burden is defined as spending over 50% of household income on housing. In the County, 13.69% of households are severely cost burdened.

Demographics	Base Year: 2009	Most Recent Year: 2020	% Change
Population	287,355	206,245	-28%
Households	102,139	78,950	-23%
Median Income	\$57,207.00	\$72,741.00	27%

Table 5 - Housing Needs Assessment Demographics

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	11,165	8,350	13,165	7,215	39,045
Small Family Households	3,918	3,259	4,310	2,925	22,275
Large Family Households	854	440	790	855	3,385
Household contains at least one person 62-74 years of age	2,644	1,868	1,909	1,248	6,824
Household contains at least one person age 75 or older	1,088	568	1,374	618	1,625
Households with one or more children 6 years old or younger	2,080	1,260	2,103	1,760	5,625

Table 6 - Total Households Table

Data Source: 2016-2020 CHAS

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	135	59	150	115	459	0	0	25	0	25
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	285	150	185	105	725	0	0	40	15	55
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	315	210	130	600	1,255	60	50	115	20	245
Housing cost burden greater than 50% of income (and none of the above problems)	5,119	1,745	450	20	7,334	1,825	895	619	134	3,473

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Housing cost burden greater than 30% of income (and none of the above problems)	1,055	2,904	3,574	630	8,163	344	614	1,545	680	3,183
Zero/negative Income (and none of the above problems)	430	0	0	0	430	400	0	0	0	400

Table 7 – Housing Problems Table

Data 2016-2020 CHAS
Source:

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	5,849	2,160	915	840	9,764	1,880	945	809	169	3,803
Having none of four housing problems	2,230	3,630	7,020	3,035	15,915	1,198	1,629	4,415	3,165	10,407
Household has negative income, but none of the other housing problems	0	0	0	0	0	0	0	0	0	0

Table 8 – Housing Problems 2

Data 2016-2020 CHAS
Source:

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	2,645	2,090	1,199	5,934	714	474	703	1,891
Large Related	690	415	94	1,199	24	15	120	159
Elderly	1,504	735	619	2,858	948	666	599	2,213
Other	2,000	1,774	2,175	5,949	535	364	734	1,633
Total need by income	6,839	5,014	4,087	15,940	2,221	1,519	2,156	5,896

Table 9 – Cost Burden > 30%

Data 2016-2020 CHAS
Source:

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	0	0	885	885	644	264	0	908
Large Related	0	0	85	85	24	15	85	124
Elderly	1,194	260	280	1,734	810	297	150	1,257
Other	0	1,880	580	2,460	400	0	0	400
Total need by income	1,194	2,140	1,830	5,164	1,878	576	235	2,689

Table 10 – Cost Burden > 50%

Data 2016-2020 CHAS
Source:

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	565	250	195	535	1,545	60	50	155	35	300
Multiple, unrelated family households	25	100	100	195	420	0	0	0	0	0

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Other, non-family households	15	4	20	4	43	0	0	0	0	0
Total need by income	605	354	315	734	2,008	60	50	155	35	300

Table 11 – Crowding Information – 1/2

Data Source: 2016-2020 CHAS

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	0	0	0	0	0	0	0	0

Table 12 – Crowding Information – 2/2

Data Source
Comments:

Describe the number and type of single person households in need of housing assistance.

Estimates of the number of non-elderly single-person households in need of housing assistance are included in the “other” category of Tables 9 and 10. This category also includes multi-person households whose members are unrelated (e.g., roommates, un-married partners, etc.). There are an estimated 7,582 single-person or multi-person unrelated households with low or moderate incomes who spend more than 30% of their income on housing. The majority are renters (78.46%) and the remaining 21.54% are owners. This “other” category comprises 34.72% of all low- and moderate-income households experiencing cost burdens.

There are 4,821 single-person or multi-person unrelated households experiencing severe cost burden, having housing costs that exceed 50% of their income. Again, these households are more likely to be renters (67.81%) than owners (32.19%) and most (53.29%) have very low incomes (under 30% AMI).

Table 11 provides data for single-person and non-family households that indicates that overcrowding is not a common housing need for this group.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

According to the HOME-ARP Allocation Plan for Fulton County, a substantial portion of the population in Fulton County has encountered some form of intimate partner violence or stalking. The Centers for

Disease Control estimates that 37.4% of women and 30.4% of men in Georgia have experienced any contact sexual violence, physical violence, or stalking by an intimate partner in their lifetimes. This equates to an estimated 83,487 women and 62,516 men living in Fulton County (excluding Atlanta), based on the 2020 American Community Survey 5-Year Estimate. An estimated 45.5% of women and 49.9% of men in Georgia have experienced any psychological aggression by an intimate partner, which equates to an estimated 101,568 women and 102,616 men living in Fulton County.

According to data provided by Partnership Against Domestic Violence in Fulton County, many people fleeing domestic violence and seeking housing services were young and living in a household with children. Fifty-seven households comprised of 109 individual survivors accessed the Partnership Against Domestic Violence's emergency shelter in Fulton County during 2021. Forty-seven percent of clients were children and 2% (2) were grandchildren. The average size of households accessing the domestic violence shelter in 2021 was approximately two people and the average age of clients was approximately 24 years old. The vast majority of the heads of households who accessed shelter services were women (96%) and Black, African American, or African (80%). In addition, the majority of clients were Non-Hispanic/Non-Latinx and one client who accessed these services was transgender. The majority of clients who accessed the shelter in 2021 in Fulton County did not identify as having a disability.

Statistics at the state level indicate a recent rise in people accessing domestic violence intervention and crisis services.

There is limited data regarding individuals fleeing or attempting to flee human trafficking within the state of Georgia or in Fulton County. However, data from the Human Trafficking Hotline indicates that there were 338 human trafficking cases reported in 2020 with 302 calls from victims and survivors within the state of Georgia. Of the 338 cases, 84% involved sex trafficking, 289 reported the survivor was female, and 75 cases involved a minor.

Per the 2016-2020 ACS Five Year Estimates, 8.55% of the population had a disability. Of those with a disability, 44.37% had an ambulatory disability. Individuals with ambulatory disabilities generally require accessible housing units, and individuals with independent living disabilities may require assisted living facilities. Additionally, of those with a disability, 42.57% reported cognitive difficulty.

Stakeholders reported that there is a need for additional services to assist these groups. For example, there are some programs that exist to help pay rental costs, but some households are also struggling to make utility payments. Additional support for rent and utility assistance is needed.

Survey responses indicate that housing and programs for people with disabilities should be a high priority. Now programs are only geared towards seniors which is important but young middle-aged

singles and families are severely affected by not having programs to assist especially young & middle-aged individuals with disabilities.

What are the most common housing problems?

The most common housing problem for low- and moderate-income households in Fulton County is affordability. An estimated 21,836 low- and moderate-income households in Fulton County spend more than one-third of their income on housing. Of those 7,853 are low- and moderate-income households spend half of their income on housing. This means that together, of the 32,680 low- and moderate-income households in Fulton County, 66.82% have a cost burden.

HUD's CHAS also provides data on overcrowding and housing that lacks complete kitchens or plumbing. Neither problem is particularly prevalent in Fulton County. There are 1,845 households with incomes under 100% AMI who are overcrowded, or about 4.63% of households in that income range. Just over one percent (1.13% or 369 households) has a home that lacks a complete kitchen or plumbing. While a very low share of all Fulton County households, an incomplete kitchen or bath represents a considerably severe housing problem.

Stakeholders shared that they are seeing gaps in wages earned and housing that is affordable. Resources are limited and the number of households in need of assistance affording housing has grown in the last few years.

Survey responses indicate high priority needs for homebuyer assistance, rental assistance, housing rehabilitation, senior housing, and housing for persons with disabilities.

Are any populations/household types more affected than others by these problems?

Renters are more often affected by housing problems than owners. Additionally, lower income households are more likely to experience a housing need.

Tables 9 and 10 examine affordability as a housing need by income and tenure. The number of low- and moderate-income renters experiencing cost burden (15,940 households) is more than three times the number of owners (5,896 households). Severely cost burdened households are more than twice as likely to be renters than owners.

Affordability issues are the most severe for the lowest income households. Households with incomes under 30% AMI account for over 80% of those who spend more than 30% of their income on housing. For low-income households (30 to 50% AMI), 78.24% are cost burdened, and for moderate-income households (50 to 80% AMI), 47.42% are cost burdened.

Substandard housing and overcrowding are also more likely to impact renters. There are 459 renter households lacking complete kitchen or baths compared to 25 owners (Table 7). Additionally, 2,008 renters are overcrowded compared to 300 owners (Table 11).

Populations and household types most impacted by homelessness – another priority housing issue in Fulton County – are described in NA-40, Homeless Needs Assessment.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

Individuals and families with an imminent risk of residing in shelters or becoming unsheltered typically have a combination of financial factors present in their lives including extremely low incomes, rents that are more than 30 to 50% of their incomes, and unaffordable childcare, medical, or transportation costs. The scarcity of housing affordable to individuals and families with very low incomes place vulnerable households at an even greater risk of eviction or homelessness. Unemployment, past evictions, poor credit, criminal histories, and chronic physical or mental disabilities are additional potential barriers to securing housing. In addition to economic factors, substance abuse and family problems (domestic violence and abuse, divorce, and death of a family member) are contributing factors to homelessness.

For formerly homeless families and individuals nearing the end of rapid re-housing assistance, affordable permanent housing is a critical need to prevent a return to homelessness. Other needs include increased, sustainable income (earned and unearned); access to Social Security disability and other mainstream benefits; linkages to health, mental health, and legal services; access to affordable transportation and childcare; and budget counseling, life skills, and other case management and supportive services.

Stakeholder outreach confirmed that the number of households in need of assistance to prevent homelessness has increased in the last several years, particularly as COVID relief funding and protections have ended.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

Households eligible for homelessness prevention assistance include those with incomes under 30% of the area median income who lack sufficient resources and support networks necessary to retain housing without assistance and participate in an initial consultation to determine eligibility and assess needs.

According to the Fulton County HOME-ARP Plan, less than 5% of rental units are affordable to households below 30% AMI. Based on the number of households with extremely low income and severe housing problems, this left a gap of 5,235 units needed to reduce the likelihood that these households might experience homelessness.

The HOME-ARP Plan also discussed that wait times for an affordable and accessible unit can be long for applicants on the public housing or Housing Choice Voucher wait list. HUD's Picture of Subsidized Households data shows that the average household holding an HCV administered by the Housing Authority of Fulton County waited about 2.5 years before receiving it and similar wait times were typical for public housing units. This suggests a general need for more affordable housing options for people with disabilities, as well.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

The most common reasons for homelessness are economic – lack of sufficient income coupled with unaffordable rents or homeowner costs. Renters with incomes under 30% AMI and housing cost burdens over 50% are at elevated risk of homelessness. Destabilizing events such as a job loss, reduction in work hours, medical emergency / condition, or loss of Supplemental Security Income (SSI) or Social Security Disability (SSDI) benefits are among the factors that can trigger homelessness.

Discussion

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has a disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

This section assesses the need for any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

HUD defines a disproportionately greater housing need when a racial or ethnic group experiences housing problems at a rate over 10 percentage points than that of the corresponding income level as a whole. The data table below summarizes the percentage of each racial/ethnic group experiencing housing problems by HUD Adjusted Median Family Income (HAMFI) levels. Where the HUD tables below report AMI, they refer to HAMFI. Housing problems include:

- Housing units lacking complete kitchen facilities and/or complete plumbing facilities
- Overcrowding (more than one person per room)
- Housing costs greater than 30% of income (i.e., cost burden)

In general, the percentage of households with a housing problem is highest for the lowest income brackets (0-50% AMI) and decreases as income increases. According to the above definitions, Asian households earning 50-80% AMI and White households earning 80-100% AMI experience one or more housing problems at a disproportionate level.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	8,588	1,275	935
White	1,688	604	190
Black / African American	6,070	550	635
Asian	219	25	40
American Indian, Alaska Native	45	0	25
Pacific Islander	0	0	0
Hispanic	440	94	40

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	6,384	1,448	0
White	1,508	664	0
Black / African American	3,985	653	0
Asian	190	50	0
American Indian, Alaska Native	4	0	0
Pacific Islander	0	0	0
Hispanic	524	64	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data 2016-2020 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	5,980	5,098	0
White	1,375	1,218	0
Black / African American	3,870	3,260	0
Asian	290	125	0
American Indian, Alaska Native	0	0	0
Pacific Islander	4	25	0
Hispanic	369	379	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data 2016-2020 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,795	5,619	0
White	798	1,455	0
Black / African American	860	3,309	0
Asian	100	360	0
American Indian, Alaska Native	0	4	0
Pacific Islander	0	0	0
Hispanic	35	424	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data 2016-2020 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

Discussion

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has a disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

This section assesses the need for any racial or ethnic group that has disproportionately greater needs in comparison to the needs of that category of need as a whole. HUD defines a disproportionate impact as any group that is 10 percentage points higher than the jurisdiction as a whole. Severe housing needs include one or more of the following:

1. Lacks complete kitchen facilities
2. Lacks complete plumbing facilities
3. Is overcrowded with more than 1.5 person per room in the unit
4. Experiences cost burden above 50%

An analysis of the tables below indicates Asians earning 30-50% AMI experience severe housing problems disproportionately. As with housing problems, the percentage of households with a severe housing problem is highest for the lowest income brackets (0-50% AMI) and decreases as income increases.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	7,543	2,325	935
White	1,393	900	190
Black / African American	5,445	1,175	635
Asian	205	39	40
American Indian, Alaska Native	45	0	25
Pacific Islander	0	0	0
Hispanic	425	109	40

Table 17 – Severe Housing Problems 0 - 30% AMI

Data 2016-2020 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,238	4,594	0
White	983	1,185	0
Black / African American	1,750	2,894	0
Asian	150	85	0
American Indian, Alaska Native	4	0	0
Pacific Islander	0	0	0
Hispanic	249	339	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data 2016-2020 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,450	9,620	0
White	434	2,160	0
Black / African American	795	6,330	0
Asian	80	335	0
American Indian, Alaska Native	0	0	0
Pacific Islander	4	25	0
Hispanic	134	614	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data 2016-2020 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	359	7,069	0
White	255	1,995	0
Black / African American	35	4,144	0
Asian	30	430	0
American Indian, Alaska Native	0	4	0
Pacific Islander	0	0	0
Hispanic	35	424	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data 2016-2020 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

Discussion

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has a disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

This section assesses the need for any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

HUD defines a disproportionately greater housing need when a racial or ethnic group experiences.

housing problems at a rate over 10 percentage points than that of the corresponding income level as a whole. Cost burden is defined as paying more than 30% of household income on housing, and severe.

The cost burden is defined as paying greater than 50% of income on housing.

The data table below summarizes the percentage of each racial/ethnic group experiencing cost burden at various levels. Based on these definitions, White and Asian households earning less than 30% AMI have disproportionate housing needs.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	47,269	12,967	12,043	945
White	23,335	4,125	3,114	200
Black / African American	16,084	7,350	7,600	635
Asian	4,190	504	465	40
American Indian, Alaska Native	48	4	50	25
Pacific Islander	55	0	4	0
Hispanic	2,874	734	634	40

Table 21 – Greater Need: Housing Cost Burdens AMI

Data 2016-2020 CHAS
Source:

Discussion:

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

The impact of housing problems in Fulton County varies primarily by income level. However, the following income tiers experience problems disproportionately, at a rate of at least ten percentage points higher than the County as a whole:

Housing Problems

- Asian households earning 50-80% AMI
- White households earning 80-100% AMI

Severe Housing Problems

- Asian households earning 30-50% AMI

Cost Burden

- Asian households earning less than 30% AMI
- White households earning less than 30% AMI

If they have needs not identified above, what are those needs?

The needs among race/ethnicities are indicated above. Income categories have more general needs as described in NA-10 and the Housing Market Analysis.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

See Unique Appendix

NA-35 Public Housing – 91.205(b)

Introduction

Residents in Fulton County's entitlement jurisdiction (i.e., Fulton County outside of the cities of Atlanta, Roswell, and Sandy Springs) are served by several housing authorities: the Housing Authority of Fulton County, the Housing Authority of the City of East Point, the Housing Authority of the City of College Park, the Housing Authority of the City of Fairburn, the Housing Authority of the City of Union City, and the Housing Authority of the City of Palmetto.

The Housing Authority of Fulton County (HAFC) serves the most residents in Fulton County, primarily through the administration of Housing Choice Vouchers, project-based vouchers/RAD, and LIHTC development. The Housing Authorities of East Point and College Park also administer Housing Choice Vouchers, as well as own about 400 public housing units combined. The Housing Authorities of Fairburn, Palmetto, and Union City are considerably smaller, together serving about 60 households with public housing. Public housing in Fairburn is managed by the East Point Housing Authority; the Housing Authorities of East Point and Palmetto are also co-managed.

Totals in Use

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	0	193	2,001	0	1,978	0	0	0

Table 22 - Public Housing by Program Type
 *includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Data Source: PIC (PIH Information Center)

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Characteristics of Residents

	Program Type					
	Certificate	Mod-Rehab	Public Housing	Vouchers		
				Total	Project - based	Tenant - based
Average Annual Income	0	0	13,524	12,339	0	12,242
Average length of stay	0	0	5	5	0	4
Average Household size	0	0	1	3	0	3
# Homeless at admission	0	0	0	0	0	0
# of Elderly Program Participants (>62)	0	0	87	127	0	126
# of Disabled Families	0	0	33	278	0	273
# of Families requesting accessibility features	0	0	193	2,001	0	1,978
# of HIV/AIDS program participants	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Race	Certificate	Mod-Rehab	Public Housing	Program Type				
				Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program Disabled *
White	0	0	67	72	0	72	0	0
Black/African American	0	0	119	1,927	0	1,904	0	0
Asian	0	0	5	0	0	0	0	0
American Indian/Alaska Native	0	0	1	2	0	2	0	0
Pacific Islander	0	0	1	0	0	0	0	0
Other	0	0	0	0	0	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition								

Table 24 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Ethnicity	Certificate	Mod-Rehab	Public Housing	Program Type				
				Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program Disabled *
Hispanic	0	0	5	18	0	18	0	0
Not Hispanic	0	0	188	1,983	0	1,960	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition								

Table 25 – Ethnicity of Public Housing Residents by Program Type

Demo

Data Source: PIC (PIH Information Center)

Consolidated Plan

OMB Control No: 2506-0117 (exp. 09/30/2021)

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Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

Data from HUD's 2023 Picture of Subsidized Households shows that about 20% of households living in a public housing unit in Fulton County have at least one member with a disability. There are an estimated 450 households with one or more disabled members using Housing Choice Vouchers, which represents about 12% of available vouchers in Fulton County. Stakeholder input indicates that many voucher holders have difficulty finding units that both accept HCVs and are affordable with a voucher. For people with disabilities that require physically accessible units, this search is often even more difficult.

For applicants on public housing or Housing Choice Voucher wait lists, the wait for an affordable and accessible unit can be long. HUD's Picture of Subsidized Households data shows that the average household holding an HCV administered by HAFC waited over two years before receiving it. Similar wait times are typical for public housing units.

Stakeholder input suggests a general need for more affordable housing options for people with disabilities. As many people with disabilities live on limited incomes, there is a limited amount of decent, accessible, affordable housing options other than public housing or a voucher. Availability of additional units with accessibility features is the greatest need of this population.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

The HAFC does not have available information on the length of the wait list, however it does assist approximately 28,000 households with housing choice vouchers. The most in demand units are three-bedroom units. HAFC identifies self-sufficiency, job training, adult education, transportation, childcare, after school programs, child educational enrichment, and health-related assistance as major needs among the households they serve. HAFC and other HCV programs are designed to allow mobility, so that voucher holders can move to neighborhoods of their choice. HAFC assists families in identifying units located in all areas of unincorporated Fulton County, including low poverty neighborhoods.

How do these needs compare to the housing needs of the population at large

Needs of public housing residents and voucher holders are different from those of Fulton County's overall low- and moderate-income population only in that housing authority residents are housed in stable and decent housing. With this need met, residents are able to work toward meeting other needs that families typically face in addition to housing insecurity, such as childcare, healthcare, employment, transportation, and food. The HAFC works to strengthen families in Fulton County through essential self-sufficiency skills and employment assistance.

As with the housing needs of the population at large, affordable housing is in demand. It is becoming more of a challenge for those in need of public housing. The HAFC reports 100% utilization of its resources. Additionally, in the last year, the HAFC has seen an increase in landlords leaving its voucher

program due to delays in payment processing. Also, the current housing rental market has made it more difficult to recruit landlords as residents relocating to the area can pay landlords market rental rates. Finally, it is difficult to attract and keep landlords as the market demand combined with slow growth in available housing inventory have further impacted affordability.

Discussion

The HAFC uses the following local preferences for its HCV program:

- **Category 1: Families who have been involuntarily displaced due to include a natural disaster or other national emergency as designated by federal regulations and HUD.** Category 1 will also include families that have elected to be voluntarily displaced based on the conversation of their current unit from Low-Income Public Housing (LIPH) to Site.
- **Category2: Due to the current funding of the Housing Choice Voucher program, as outlined by PIH 2004-7, and as an effort to close the deficit between funding received from HUD for HAP payment and actual HAP payment made to landlords the HAFC will give preference to families.** HAFC waiting list provides the highest waiting list preference for non-elderly persons with disabilities. Therefore, an applicant may be awarded preference points (multiple points) from various categories in the following order:

a. Non-elderly persons with disabilities (preference weighted at 5 points)

b. Target Population (preference weighted at 5 points) for persons with specific disabilities identified in the Settlement Agreement (#1:10-CV-249-CAP), i.e., people with severe chronic developmental disabilities who currently live in institutions or are at serious risk of institutionalization; people with serious, persistent mental illness who reside in state hospitals, are at serious risk of institutionalization, or are chronically homeless due to their disabilities; and persons qualifying for participation in the Money Follows the Person Program. The preference must be implemented at the proposed project site with a minimum of 15% of the total units targeting the Settlement population. The agency or project owner responsible for maintaining the waiting list for PBRA units must keep a separate waiting list for the target population.

c. Families that meet the federal definition of homeless (preference weighted at 4 points)

d. Resident of Fulton County (preference weighted at 4 points)

e. Working families with a history of employment of at least 6 months of continuous employment (preference weighted at 4 points)

f. Families where the head and spouse, or sole member is a person aged 62 or older, or is a person with disabilities, will also be given the benefit of the working preference (preference weighted at 4 points)

g. Veterans with a DD-214 Certificate (preference weighted at 4 points)

h. Any family terminated from the HCV Program due to insufficient program funding (preference weighted at 4 points)

i. Victims of domestic violence, dating violence, sexual assault, human trafficking, and stalking who have either been referred by a partnering service agency or consortia or is seeking an emergency transfer under VAWA from HAFC's public housing program or other covered housing program operated by HAFC. HAFC will work with the following partnering service agencies: Partnership Against Domestic Violence. The applicant must certify that the abuser will not reside with the applicant unless HAFC gives prior written approval

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

This section was completed by analyzing Homeless Management Information System (HMIS) and the 2024 Point-In-Time (PIT) count data for Fulton County's Continuum of Care. Note: Zero survivors of domestic violence were counted in emergency shelters, however PADV, a victim service provider, was sheltering 21 persons on the night of the count. Input received via stakeholder consultations and the public survey were also analyzed.

Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	47	62	502	259	1,232	110
Persons in Households with Only Children	2	22	0	0	0	0
Persons in Households with Only Adults	105	100	1,574	0	0	0
Chronically Homeless Individuals	17	7	228	0	0	0
Chronically Homeless Families	0	0	48	0	0	0
Veterans	3	10	132	0	0	0
Unaccompanied Child	8	58	0	0	0	0
Persons with HIV	2	5	3	0	0	0

Table 26 - Homeless Needs Assessment

Data Source Comments:

Indicate if the homeless population is: Has No Rural Homeless

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

See Unique Appendix

Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
White	23	16
Black or African American	160	134
Asian	0	0
American Indian or Alaska Native	0	0
Pacific Islander	0	0
Ethnicity:	Sheltered:	Unsheltered (optional)
Hispanic	10	7
Not Hispanic	0	0

Data Source

Comments:

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

In January 2024, during the PIT count, there were 259 homeless households. There were 139 (53.67%) sheltered. Only 36 of the 259 households were adults and children (13.9%); however, only 58.33% of those households were sheltered.

There were 13 veterans counted in 2024. The majority, 76.92%, were sheltered.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

There is a large need to better serve Black/African American. The overwhelming majority of those who used homeless shelters and services recorded by HMIS identified as Black/African American. There is also a need to better serve Hispanic/Latino individuals. There was a total of 339 individuals counted in 2024. A total of 185 were sheltered, and a total of 154 were unsheltered. Black/African Americans made up 86.73% of those counted and 45.58% and of those unsheltered. Hispanic/Latinos only made up 5.02% counted but made up 2.07% of those unsheltered.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

There were 24 chronically homeless individuals and only 15.39% of them were sheltered. Unaccompanied youth accounted for 33 persons counted, and only 29.17% were unsheltered. Overall, there were 339 individuals counted in 2024. Only 54.57% were sheltered, which points to a need for more services and facilities.

Discussion:

Stakeholders have indicated a need for homeless shelters. Concern was also expressed that there are little to no homeless shelters and services available in North Fulton.

The City of Fairburn offered a suggestion to use city owned property and convert it into transitional and affordable housing then use CDBG funds to hire third party nonprofits to manage units. The feasibility of this strategy could be explored by the City and Fulton County.

Additionally, survey respondents listed homeless facilities and services as high priorities, including mental health services. Stakeholders and survey respondents overwhelmingly discussed the high and rising cost of rental and for sale housing as a hardship for Fulton County residents.

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

Persons with special needs include the elderly and frail elderly, persons with severe mental illness, persons with developmental disabilities, persons with physical disabilities, persons with alcohol/other drug addictions. In addition, many persons with special needs also have very low incomes. Stakeholders and survey respondents emphasized the need for affordable senior and accessible housing. In conjunction with housing, feedback received identified that these populations are also in need of hunger and nutrition services, transportation, and mental and physical healthcare.

Describe the characteristics of special needs populations in your community:

Elderly

The elderly are more likely to live on fixed, very low incomes or require special supportive service to complete their daily routines. This means elderly residents especially need affordable housing options and easy access to service providers.

The largest areas of growth for the elderly, outside of Atlanta, are in north Fulton County. The 2022 Annual Homeless Assessment Report (AHAR): Part 2 confirmed that across the homelessness services system, the percentage of people aged 65 and older who sought residential services –emergency or permanent – continued to rise. These changes reflect the increasing vulnerability and housing instability among low-income elderly households. High costs of medical care and rising rents have contributed to an overall increase in homelessness among elderly and medically fragile populations.

Persons with Disabilities

In 2020, 8.55% of the population had a disability. Of those with a disability, 44.37% had an ambulatory disability. Individuals with ambulatory disabilities generally require accessible housing units, and individuals with independent living disabilities may require assisted living facilities. Additionally, of those with a disability, 42.57% reported a cognitive difficulty.

In the County, 147,337 individuals make up the labor force. Of those, 94.68% are employed. Of those employed, 4.47% are persons with disabilities. However, there are 36,269 considered not in the labor force, and of those, 17.16% have a disability. It is possible that some persons with disabilities are not or cannot seek employment, but it is also possible there are not good employment opportunities for them.

17,403 adults aged 18-64 live below the poverty line. However, there are differences in the incidence of poverty by disability status.

Substance Abuse and Addiction

The County's Department of Mental Health indicated the need for implementation of opioid crisis services (including a crisis call center) and drug court diversions to aid in reducing barriers for folks with substance abuse and addiction struggles.

Individuals who have special needs are typically extremely low income and face tremendous challenges finding housing that they can afford. Individuals with special needs also require supportive services in addition to housing that they can afford. Public and private sources have limited funds available for these purposes, making it difficult for non-profit organizations to develop and operate housing and supportive service programs.

What are the housing and supportive service needs of these populations and how are these needs determined?

The primary housing and supportive needs of these subpopulations (the elderly, frail elderly, persons with disabilities, persons with HIV/AIDS and their families, persons with alcohol or drug addiction, victims of domestic violence, and reentry populations) were determined by input from both service providers and the public through the survey, public meetings, and stakeholder interviews.

Safe and Affordable Housing

For all vulnerable populations, the cost of housing is an issue. A high percentage of residents within these population subgroups live at or below the federal poverty level. HUD's fair market rent documentation (FMR) for a two-bedroom unit in the County ranges from \$897 to \$1,106 per month.

Accessible Housing

Housing may be inaccessible to vulnerable populations for a variety of reasons. Persons with criminal histories have a difficult time obtaining housing, which affects the economic stability of their families. Persons with disabilities may find that their housing options are not ADA compliant or are outside the service range for public transportation.

Physical and Mental Health and Treatment Services

Access to healthcare is a need for vulnerable populations. Stakeholders indicated the need for case management for individuals in need, particularly for mental health. They noted a need for the County to work closely with providers of mental health services and to fund government agencies providing access to physical and mental health services.

Specialized Housing

Specialized housing is often needed to target the needs of specific vulnerable populations. For example, people with developmental disabilities and people with alcohol or drug addiction have specific housing needs that may be addressed through housing with wraparound services.

Workforce Development and Employment Services

Workforce development and employment services are another need for vulnerable populations. These programs may include employment navigation, job training, education, transportation services, and case management focused on employment, among others.

Programming Focused on Persons with Developmental Disabilities

Programming is needed for persons with developmental disabilities to support the development of behavioral and emotional skills, to maintain social contact, and to develop employment skills.

Education/Combating Perceptions

For adults with criminal history, it may be especially difficult to find adequate housing. Several stakeholders noted that landlords often perceive persons with criminal histories as high-risk applicants. For this reason, stakeholders note that persons without criminal histories get priority over persons with criminal histories.

Outreach

Outreach to vulnerable populations to ensure they are aware of available services is another need. This includes the development of relationships and trust so that people feel comfortable seeking out needed services.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

See Unique Appendix

If the PJ will establish a preference for a HOME TBRA activity for persons with a specific category of disabilities (e.g., persons with HIV/AIDS or chronic mental illness), describe their unmet need for housing and services needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2) (ii))

The TBRA program is part of the county's strategy to provide housing and supportive services to low- and moderate-income members experiencing homelessness. While the county inspects proposed housing units for compliance with Housing Quality Standards, the Housing Authority of Fulton County, Georgia administers most other aspects of the rental assistance program including helping tenants enter into leases, paying deposits, and paying the eligible portion of monthly rent and utility costs (which will be reimbursed to the agency by the county). Additionally, the agency ensures the program participants pay their portion of the rent and utilities and comply with their housing service plan. Each agency will help program participants maintain suitable housing to improve the effects of their disabling condition and to prevent their homelessness.

Fulton County's Department of Community Development TBRA Program had previously been administered by the Housing Authority of Fulton County, GA; however, the County is preparing to issue an RFP for new providers to administer the TBRA assistance.

Discussion:

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

Through CDBG funds, Fulton County can fund the construction, rehabilitation, or installation of public facilities. Eligible public facilities include neighborhood facilities (such as educational centers, parks, recreation centers, and libraries) and facilities for special needs populations (such as homeless shelters, elderly facilities, or centers for people with disabilities).

Fulton County's needs were identified through community input include:

- Community parks, gyms, and recreational fields, including recreational activities for youth and access to wellness facilities
- Health care facilities
- Community centers and facilities (i.e, youth centers, senior centers)
- Childcare centers

Public facility goals will be prioritized by resident input and additional funding that can be leveraged. The identified goals in the Fulton County Strategic Plan and other local plans include:

- Recreational facilities and programs
- Public facility improvements and programs based on projects that reach underserved populations
- Encouraging cooperative efforts between the county and school district to provide adequate facilities for community activities and needs (i.e. senior and youth centers).

How were these needs determined?

The public facility needs listed are based on input from multiple stakeholders consulted through sessions, public meetings, and an online survey. These stakeholders included County and City staff and elected officials, Fulton County Housing Authority staff, nonprofit organizations, homeless housing and service providers, organizations serving people with disabilities, housing developers, civic organizations, and Fulton County residents.

Needs were also determined based on a review of previous local and regional plans, such as the Fulton County Strategic Plan (2016-2019), Fulton County Comprehensive Plan (2016-2035).

Describe the jurisdiction's need for Public Improvements:

Through CDBG funds, the County can also fund the construction, rehabilitation, or installation of public improvements. Public improvements include, but are not limited to, street and sidewalk improvements, water and sewer installation, and maintenance and ADA compliance construction and rehabilitation.

During the community engagement process, public improvements were frequently mentioned not only as a stand-alone need but also as a crucial component to the development of additional affordable housing. The public improvement needs most commonly identified by local stakeholders include:

- Water, wastewater, and sanitary sewer improvements and expansions
- Street, road, and sidewalk improvements
- Biking or walking trails
- Street lighting

Public improvement needs identified in the Fulton County Comprehensive Plan and other local plans include:

- Encourage development that promotes open space, walking paths and bicycle lanes as a means to connectivity and neighborhood cohesiveness.
- Implement the work program of the Fulton County Comprehensive Transportation Plan development efforts as a means to address necessary road improvements.
- Plan and design multi-use trails and/or sidewalks during the development or renovation of any Fulton County facility.
- Partner with the Atlanta Regional Commission for plan implementation assistance and corridor enhancements.

How were these needs determined?

The public improvement needs listed are based on input from multiple stakeholders consulted through sessions, public meetings, and an online survey. These stakeholders included County and City staff and elected officials, Fulton County Housing Authority staff, nonprofit organizations, homeless housing and service providers, organizations serving people with disabilities, housing developers, civic organizations, and Fulton County residents.

The City of Fairburn indicated that economic development and downtown redevelopment are a high priority. There is a need in the city to develop businesses and elevate its downtown corridor.

Needs were also determined based on a review the Fulton County Comprehensive Plan (2016-2035), and the Cradle to Golden Years Plan (2016-2020).

Describe the jurisdiction's need for Public Services:

Through CDBG funds, the County can fund an array of public services. Eligible public services include, but are not limited to, homeless services, education and workforce development programs, homebuyer counseling, elderly care and programs, and childcare and health services for low- moderate-income households. For public services, CDBG funds that can be allocated to such activities are limited to a cap of 15% of a grantee's annual award. The public service needs most commonly identified by local stakeholders include:

- Drug abuse education/ crime prevention
- Youth services, including after school and summer programs for youth up to age 18
- Employment training
- Senior services
- Job search assistance
- Homelessness facilities, including emergency shelters, warming centers, mental health centers, service centers that provide access to a variety of resources, transitional housing for homeless youth, and permanent supportive housing

Additional public service needs identified by stakeholders include:

- Transportation assistance
- Childcare, including outside of traditional hours
- Mental health services
- Supportive services in housing for people transitioning from homelessness, youth transitioning from foster care, and people with disabilities
- Programs for persons with developmental disabilities to develop interpersonal and emotional skills
- Emergency assistance for homelessness prevention, including assistance with rent and utilities

Public service needs identified in local plans include:

- Mental health services and safety net.
- After school and summer programs for youth.

- Long-term services and support for seniors that enable them to remain at home and age in place.
- Intergenerational programs and services to enhance social skills and academic outcomes for children and youth and decrease social isolation among the senior population.
- Programs to address skills gaps and common hiring issues.
- Education for youth regarding gangs and criminal behavior.
- Instructional programs that improve public safety.
- Environmental education.
- Supporting access to healthy food options for people living in food deserts.

Stakeholders interviewed as part of this planning process emphasized the need for affordable childcare, transportation assistance, and community meals. Interviewees also emphasized the need for greater coordination of services between the County and cities. They indicated public service needs emerging are education, particularly for language services, and the need for legal services. Financial assistance to help keep people housed is crucial. Hunger prevention is also an area in need. In North Fulton, the need has never been greater for food.

How were these needs determined?

The public service needs listed are based on input from multiple stakeholders consulted through sessions, public meetings, and an online survey. These stakeholders included County staff and elected officials, Fulton County Housing Authority staff, nonprofit organizations, homeless housing and service providers, organizations serving people with disabilities, housing developers, civic organizations, and Fulton County residents.

Needs were also determined based on a review of previous local and regional plans, such as the Fulton County Strategic Plan (2016-2019), Fulton County Comprehensive Plan (2016-2035), and the Cradle to Golden Years Plan (2016-2020).

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

While housing choices can be fundamentally limited by household income and purchasing power, the lack of affordable housing can be a significant hardship for low- and moderate-income households, preventing them from meeting other basic needs.

In addition to reviewing the current housing market conditions, this section analyzes the availability of assisted and public housing and facilities to serve homeless individuals and families. It also analyzes local economic conditions and summarizes existing economic development resources and programs that may be used to address community and economic development needs identified in the Needs Assessment.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

The housing stock in Fulton County is principally single-family (56%) and owner-occupied (55.1%). Data from the 2020 ACS indicates that 10.12% of Fulton County lives below the poverty line. Of those individuals, 59.97% are adults aged 18. This also means that just over 40% of those living in poverty are under the age of 18. The high incidence of poverty among households with children and persons with disabilities points to the need for affordable housing, particularly within the renter-occupied market.

Of the over 43,500 owner-occupied units in the County, 89.5% consist of three or more bedrooms. Among renter-occupied units, approximately one quarter each are one- and three-or more bedrooms. Nearly half of the renter occupied units are two-bedroom units. These data are consistent; single family units – which tend to be larger than multi-family units – comprise over 60% of the housing stock. There is a need for more multi-family housing units which tend to be more affordable, particularly for small families with children and single person households, demographic groups particularly prone to cost burden and severe cost burden.

The vacancy rate was 11.55%, according to 2016-2020 ACS five-year estimates.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	49,150	56%
1-unit, attached structure	6,965	8%
2-4 units	4,975	6%
5-19 units	17,740	20%
20 or more units	7,720	9%
Mobile Home, boat, RV, van, etc	824	1%
Total	87,374	100%

Table 27 – Residential Properties by Unit Number

Data Source: 2016-2020 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	105	0%	1,400	4%
1 bedroom	345	1%	9,089	26%
2 bedrooms	4,075	9%	15,575	44%
3 or more bedrooms	38,985	90%	9,375	26%

	Owners		Renters	
	Number	%	Number	%
Total	43,510	100%	35,439	100%

Table 28 – Unit Size by Tenure

Data Source: 2016-2020 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

Data from HUD’s 2023 Picture of Subsidized Households shows that Fulton County has 33,430 subsidized units, of which 28,081 (84%) are occupied. The Housing Authority of Fulton County (HAFC) administers over 1,400 Housing Choice and Portable Vouchers. A further breakdown of HUD housing in the County shows nine public housing complexes with 619 units, 11 multifamily complexes with 538 units, and 39 low-income housing tax credit (LIHTC) complexes with 2,624 low-income units.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

Several units could be lost from the affordable housing inventory. In 2022, 12 multifamily housing units expired. Another 22 units of multifamily housing could reach the end of affordability within the next five years. Additionally, 1,174 LIHTC units reach their 30-year mark by the end of 2029.

In the whole of Fulton County, which includes the City of Atlanta, according to the National Housing Preservation Database (NHPD), there are 36,042 federally assisted properties and homes. Of those, 8,794 have expiring periods of affordability in the next five years. This means that 24.4% of the federally assisted properties and homes could no longer be affordable.

Does the availability of housing units meet the needs of the population?

According to 2016-2020 ACS Five Year Estimates, there are over 118,000 housing units in Fulton County. In the Needs Assessment, data shows there are 78,940 households in the County. The surplus in the number of housing units should indicate that there is enough housing for the population; however, there is a clear lack of affordable housing units. As the Need Assessment shows, there are nearly 30,000 households paying 30% or more of their income on housing.

According to HUD’s 2023 Picture of Subsidized Households, 16% of subsidized units are vacant. This could mean there is enough of this type of housing available to meet the need; however, the data shows that 48% of those households are occupied by a head of household 62 years of age or older, meaning that younger families could be missing the opportunity for subsidized housing. Additionally, there are at least 34% of households with adults and children, but 47% of the units are 0-1 bedroom with another 31% with only two bedrooms. The vacancy could also be due to the size of the units. Finally, the location

of the units could also be a factor as there could be a mismatch between where people live and where the units are located.

Describe the need for specific types of housing:

Fulton County's most acute housing need is for affordable rental housing units, particularly for households with incomes at or below 50% of the area median income and people who are homeless.

Comments received from stakeholder consultation and survey results show the need for accessible housing for those with disabilities and seniors. There is also a need for housing for seniors who are raising children.

Discussion

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

The HUD-provided table below indicates the number of affordable units available to households with various income levels. The 1,900 rental units identified as affordable to households below 30% of the HUD-adjusted Median Family Income (HAMFI) represent only 5.38% of the rental housing inventory in Fulton County. Given that CHAS data indicates there are 11,165 households with incomes below 30% of HAMFI, there are nearly six households that need affordable housing at this income level for each affordable unit available, representing a clear and demanding need for additional affordable housing units.

The average Fair Market Rent (FMR) for a two-bedroom unit in the County is \$1,553 per month. To avoid being cost burdened, a household needs to earn \$5,177 per month, or roughly \$29.90 per hour. A minimum wage worker in the County earning \$7.25 per hour needs to work in excess of 196 hours per week to afford a two-bedroom unit. The monthly Supplemental Security Income (SSI) payment in 2023 was \$943. Households for which this is the sole source of income can spend \$283 monthly on housing, which is nearly 20% of the cost of renting a one-bedroom unit at FMR.

Cost of Housing

	Base Year: 2009	Most Recent Year: 2020	% Change
Median Home Value	241,300	326,700	35%
Median Contract Rent	821	1,098	34%

Table 29 – Cost of Housing

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

Rent Paid	Number	%
Less than \$500	3,249	9.2%
\$500-999	16,908	47.7%
\$1,000-1,499	11,610	32.8%
\$1,500-1,999	2,304	6.5%
\$2,000 or more	1,239	3.5%
Total	35,310	99.6%

Table 30 - Rent Paid

Data Source: 2016-2020 ACS

Housing Affordability

Number of Units affordable to Households earning	Renter	Owner
30% HAMFI	1,900	No Data
50% HAMFI	7,970	2,959
80% HAMFI	21,725	8,080
100% HAMFI	No Data	11,981
Total	31,595	23,020

Table 31 – Housing Affordability

Data Source: 2016-2020 CHAS

Monthly Rent

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	1,345	1,375	1,553	1,890	2,308
High HOME Rent	888	952	1,106	1,313	1,445
Low HOME Rent	697	747	897	1,036	1,156

Table 32 – Monthly Rent

Data Source: HUD FMR and HOME Rents

Is there sufficient housing for households at all income levels?

No. According to the Gap Analysis conducted as part of the HOME-ARP Allocation Plan for Fulton County, there are only 10,885 rental units affordable for the 16,325 households earning up to 50% AMI. This means there is a shortage of over 5,400 rental units for those earning 0-50% AMI. The CHAS data available for the HOME-ARP was from 2014-2018. Table 35 has updated CHAS data, but it appears that affordable units for households earning 0-30% AMI have decreased from 3,760 to 1,900, meaning the need for affordable units has increased for that income level. Regardless, the Needs Assessment shows there are 11,165 households earning between 0-30% AMI. This means that only 17% of those at that income level can afford the housing units in the County. This is also assuming that those units are in fact occupied by those of that income level.

Stakeholders and survey respondents overwhelmingly reported that wages have not kept up with housing costs and that housing affordability is the largest priority for the County. Stakeholders expressed concerns that while TBRA and other rental assistance is positive, there is still a significant challenge as FMRs continue to increase and there is a lack of landlords willing to participate in programs. They are also indicating a rise in evictions, particularly as COVID relief programs and funding have expired.

How is affordability of housing likely to change considering changes to home values and/or rents?

As depicted in Table 33, the cost of rent has increased 34% from 2009 to 2020. According to 2020 ACS, median contract rent in the County was \$1,098. Adjusting for inflation, rent increased by 10.86% from 2009 to 2020. It is likely that rents will remain high or continue to rise given the steadily increasing mortgage rates. With fewer homeowners selling and more renters remaining renters, demand will continue to outpace the supply meaning that housing affordability in Fulton County will remain a challenge and likely worsen.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

The Fair Market Rent (FMR) for a two-bedroom unit in the County ranges from \$1,553 per month. According to 2018-2022 ACS, the median rent in North Fulton County ranges between \$1,500 and \$1,800 per month. South Fulton County rents are lower and largely in the \$1,100-\$1,500 range. This will make affordable rental units more competitive in the south and more unattainable in the North.

Fulton County will continue to prioritize allocation of resources to developing new rental units.

Discussion

Fulton County does have a Homeownership Program (HOP). The County's HOP offers eligible first-time homebuyers down payment and closing cost assistance. Assistance is available up to \$15,000.00, in the form of a 0% interest, deferred monthly payment loan which is forgiven if the homebuyer still resides in the home as their principal residence for a period of six (6) years or eleven (11) years after the purchase – depending upon the amount of the HOP loan. The eligibility requirements are:

- Must be a first-time homebuyer (not owned a home in 3 years)
- Household income must be at or below 80% of Adjusted HOME Income Limits for Fulton County
- Property must be located within the Fulton County, GA service area
- Property must pass an internal Fulton County Government Environmental Review
- New homes must receive a Certificate of Occupancy
- Existing homes must pass an internal Fulton County Government property standards inspection
- Property purchase price may not exceed \$333,000 for either an existing home or for new construction.
- Must complete a HUD-approved Homebuyer Education Program

As stated in the Needs Assessment, in 2020 the median home value in the County is \$326,700. The HOME homeownership sale price limits for FY2024 are \$347,000 for existing homes and \$367,000 for new construction; however, the County program caps the price at \$333,000. There are 32,680

households who make up to 80% AMI. This would mean assistance is only available for residents earning up to \$58,193. Financing through lending agencies could be difficult for homes over \$175,000-\$232,771 as lenders typically base the amount of home buying power as 3-4 times annual income.

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

Describe the jurisdiction's definition of "standard condition" and "substandard condition but suitable for rehabilitation":

HUD offers the following definitions:

- **Standard Condition:** No major structural defects; adequate plumbing and kitchen facilities; appearance which does not create a blighting influence; and the house meets additional, more stringent, local standards and building codes, including lead-based paint clearance.
- **Substandard Condition but Suitable for Rehabilitation:** The nature of the substandard condition makes rehabilitation both financially and structurally feasible.
- **Housing Conditions:** Condition of units is assessed using the same criteria as in the Needs Assessment. This includes: 1) lacks complete plumbing facilities, 2) lacks complete kitchen facilities, 3) more than one person per room, 4) cost burden (amount of income allocated to housing) is greater than 30%, and 5) complies with applicable building code standards.

For the purpose of this Consolidated Plan, Fulton County defines a property to be in “substandard condition” when one or more property conditions exist that do not conform to local building code or housing code.

A property is considered to be “substandard but suitable for rehabilitation” when one or more property conditions exist that do not conform to local building or housing code, but economic and environmental factors render the property suitable for rehabilitation.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	8,690	20%	17,345	49%
With two selected Conditions	130	0%	1,225	3%
With three selected Conditions	0	0%	10	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	34,685	80%	16,850	48%
Total	43,505	100%	35,430	100%

Table 33 - Condition of Units

Data Source: 2016-2020 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	16,386	38%	11,259	32%
1980-1999	16,704	38%	12,264	35%
1950-1979	7,475	17%	10,248	29%
Before 1950	2,940	7%	1,650	5%
Total	43,505	100%	35,421	101%

Table 34 – Year Unit Built

Data Source: 2016-2020 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	10,415	24%	11,898	34%
Housing Units build before 1980 with children present	9,689	22%	5,379	15%

Table 35 – Risk of Lead-Based Paint

Data Source: 2016-2020 ACS (Total Units) 2016-2020 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	0	0	0
Abandoned Vacant Units	0	0	0
REO Properties	0	0	0
Abandoned REO Properties	0	0	0

Table 36 - Vacant Units

Data Source: 2005-2009 CHAS

Need for Owner and Rental Rehabilitation

As mentioned above, the County does not keep an inventory of properties in need of rehabilitation; however, with 58% of the housing stock now nearing fifty years of age (as indicated in Table 39), the need for rehabilitation for both homeowners and rental properties will increase in the next five years.

Survey respondents highly prioritized rental and owner-occupied rehabilitation programs.

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

Lead-based paint was banned from residential uses in 1978. All houses constructed before 1978 are therefore considered at risk for containing lead-based paint. HUD has made the elimination of housing units containing lead-based paint a priority. The poisoning of children from contact with lead-based paint has been recognized as a major public health problem by the Center for Disease Control (CDC). According to the CDC, lead is the number one environmental health hazard to American children. It is estimated that 2.5% of all preschoolers in the United States are affected. Lead poisoning causes IQ reductions, reading and learning disabilities, decreased attention span, hyperactivity, and aggressive behavior.

Lead-based paint hazards pose the greatest risk for children, especially those under seven years of age. Table 39 above provides data on owner-occupied and renter-occupied units built before 1980 with children present. As shown, there are an estimated 5,379 renter-occupied and 9,689 owner-occupied units with at least two risk factors for exposure to lead-based paint.

Discussion

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

Publicly supported housing in Fulton County is managed by the Housing Authority of Fulton County (HAFC). This quasi-governmental authority is governed by a nine-member board of commissioners appointed by the Fulton County Board of Commissioners. Several additional housing authorities exist in municipalities within Fulton County's entitlement area, including the Housing Authorities of College Park, East Point, Union City, Fairburn, and Palmetto. The Housing Authorities of Union City, Fairburn and Palmetto are considered Qualified PHAs and are therefore exempt from submitting annual plans.

The needs of public housing residents and voucher holders are different from those of the county's overall low- and moderate-income population primarily in that these residents are housed in stable and decent housing. With this need met, residents can work on other needs that families typically face in addition to housing insecurity. These other needs frequently include childcare, healthcare, employment, transportation, and food.

Totals Number of Units

	Program Type					
	Certificate	Mod-Rehab	Public Housing	Vouchers		
				Total	Project -based	Tenant -based
# of units vouchers available			231	847		
# of accessible units			0			
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition						

Table 37 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

Consolidated Plan

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Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

Sterling Place Apartments and four partnerships properties:

- Arcadia at Parkway Village
- Woodbridge at Parkway Village
- Providence at Parkway Village
- Legacy at Walton Lakes

Public Housing Condition

Public Housing Development	Average Inspection Score
College View Hills	59
Oj Hurd	83
Martel Homes	79
Fairburn Ha	59
Union City Ha	79
Arcadia At Parkway Village	85
Woodbridge At Parkway Village	90
Providence At Parkway Village	96
Palmetto Ha	96

Table 38 - Public Housing Condition

Public Housing Condition

HUD assesses the condition of public housing using the Real Estate Assessment Center (REAC). REAC provides independent, actionable assessments that advance risk-informed decisions about the condition of the nation's affordable housing portfolio. Once an inspection has concluded, the property is given an overall score between zero and 100. This number is the cumulative total of separate numerical scores given based on the community's site, building exteriors, building systems, common areas, and units. For the overall score, anything above a 60 is deemed a passing score. However, the score has additional meaning beyond its pass/fail rating, including when a property will next be inspected:

- Score above 90: Inspected every third year.
- Score between 80 and 89: Inspected every second year.
- Score less than 80: Inspected every year.

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

According to Table 42, there are two public housing developments that have a less than a 60 REAC score. These developments will need some maintenance to achieve a passing score. Additionally, there are two developments that will need to be inspected every year.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

The HAFC pays 100% FMR and is currently fully housed with a 100% housing choice voucher utilization rate. The HAFC does not own any housing units.

Discussion:

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

This section highlights organizations providing for the needs of homeless or potentially homeless persons in Fulton County and summarizes the facilities available there. There are approximately 1,422 total beds offered for people who are homeless by multiple agencies in Fulton County. This includes emergency shelter, transitional rapid re-housing and permanent supportive housing beds.

The table below summarizes the number of beds and units that are available for people experiencing homelessness within Fulton County. The figures below are derived from the 2023 HIC. While the 2024 HIC is available, the data was not broken down by households with adults and children. The 2024 HIC reported 1,001 year-round beds across all programs.

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds Current & New	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds		Current & New	Under Development
Households with Adult(s) and Child(ren)	81	0	64	281	0
Households with Only Adults	37	0	68	267	0
Chronically Homeless Households	0	0	0	471	0
Veterans	12	0	26	310	0
Unaccompanied Youth	12	0	19	16	0

Table 39 - Facilities and Housing Targeted to Homeless Households

Data Source Comments:

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

There are limited health and mental health services targeted specifically to homeless persons in the entitlement areas of Fulton County. Community Advanced Practice Nurses, Inc. operates 8 clinics, largely in shelters serving women, children and families around the metropolitan Atlanta region. In Fulton County, two of the shelters served include the Mary Hall Freedom House and Nicholas House. Clinics operated by Community Advanced Practice Nurses, Inc. provide a range of health services to homeless and low-income individuals, including physical exams, women's health services, STI & HIV testing, and mental health counseling. Services are provided at no cost and allow for walk-in appointments. These services provide an alternative to emergency room care for homeless families. Fulton County also offers health services on a sliding scale at two county health centers: The College Park (Willie J. Freeman) Regional Health Center and The North Fulton Regional Health Center. Services at both locations focus on women's health and children's dental health services.

Employment services are offered through several different organizations including the Atlanta Fulton Public Library System, which offers free classes in Word, Excel and PowerPoint and in computer programming/coding. Local non-profits such as Caring Works, Inc., North Fulton Community Charities and the Mary Hall Freedom House also provide services such as vocational and GED programs, computer literacy, and work readiness classes.

Stakeholders expressed a need for case management services, particularly as they relate to mental health issues.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

See Unique Appendix

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

This section describes the housing and social service needs of Fulton County’s special populations, including the elderly, frail elderly, domestic violence victims, residents with a diagnosis of HIV/AIDS, and residents with substance abuse addiction, mental health diagnosis or a disability.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

Housing and supportive needs of these subpopulations (the elderly, frail elderly, persons with disabilities, persons with HIV/AIDS and their families, persons with alcohol or drug addiction, victims of domestic violence, and persons with a criminal record and their families) were determined by input from both service providers and the public through the survey, public meetings and stakeholder interviews.

According to 2016-2020 ACS data, approximately 10% of Fulton County residents are aged 65 years and over. The largest areas of growth for the elderly, outside of Atlanta, are in north Fulton. Stakeholders note that the greatest supportive housing needs for seniors are those services that allow them to live independently at home. Despite being stably housed, seniors may not be able to perform maintenance or pay for maintenance on their homes, which could be offered through supportive services for independent living. Seniors also need services that protect their assets, such as wills and estate planning, or educate them on popular scams in the real estate market.

Seniors and persons with disabilities both find their mobility services limited based on where they live. MARTA Mobility, the paratransit service serving Fulton County, requires that riders live within one mile of a bus line. This restriction can prove difficult for seniors and persons with disabilities living in suburban and rural areas of Chattahoochee Hills, South Fulton, Fairburn and Palmetto, and particularly in car-centric areas of Alpharetta, Johns Creek, Roswell and Mountain Park. Furthermore, service providers note that it is difficult to find supportive housing for individuals with behavioral health needs and developmental disabilities.

Stakeholders note that persons living with HIV/AIDS have an increased need for permanent supportive housing in the region. Survey respondents also ranked housing for persons living with HIV/AIDS as a high priority. Supportive housing services are optional in housing first model, making it difficult to serve clients who opt not to participate in their services. Persons living with HIV/AIDS also have a special need for access to private and cool medication storage. Due to the stigma around HIV/AIDS, those without consistent access to medication storage may fail to take the medications regularly, or may store

medications in private but unrefrigerated locations, reducing the effectiveness of the medications and increasing the likelihood of a worsening disease.

According to the website for the Partnership Against Domestic Violence, a metropolitan Atlanta-serving non-profit, the organization provides several supportive housing services for victims of domestic violence. These services include “rent and additional financial assistance, community resources, emotional support and ongoing skill development.” Supportive services such as these assist victims of domestic violence with maintaining stable housing and improving the overall well-being of victims and their children.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

Throughout the state of Georgia, persons discharged from mental and physical health facilities may be released to homeless shelters and extended stay motels but typically are not assigned case management services.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

Fulton County will use CDBG and HOME funds to support youth services, homeless services, home rehab programs, down payment assistance to homebuyers, and tenant-based rental assistance, among other programs. Although the County targets activities specifically to non-homeless special needs populations, these activities are expected to provide a community-wide benefit, which will support some of the unique needs of people within these subpopulations.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

The 2020 Joint Analysis of Impediments to Fair Housing Choice contains a housing profile that outlined the following:

Variety and availability of different housing types

Variety in terms of housing structure type is important in providing housing options suitable to meet the needs of all residents, including different members of protected classes. Multifamily housing, including rental apartments, is often more affordable than single-family homes for low- and moderate-income households, who are disproportionately likely to be minorities. Multifamily units may also be the preference of some elderly and disabled householders who are unable or do not desire to maintain a single-family home. Single-family detached homes make up the largest share of units with 48.4% in Fulton County, compared to 67.1% in the region. Duplex, triplex, and quadraplex properties make up relatively small shares of units.

Availability of housing in a variety of sizes is important to meet the needs of different demographic groups. Neighborhoods with multi-bedroom detached, single-family homes will typically attract larger families, whereas dense residential developments with smaller unit sizes and fewer bedrooms often accommodate single-person households or small families. But market forces and affordability impact housing choice and the ability to obtain housing of a suitable size, and markets that do not offer a variety of housing sizes at different price points can lead to barriers for some groups. It can also lead to overcrowding. In Fulton, two-bedroom units make up the largest share of housing.

Housing Cost and Home Ownership

Housing cost and condition are key components to housing choice. Housing barriers in public policies and zoning codes may exist in a jurisdiction when some protected class groups have greater difficulty accessing housing in good condition and that they can afford.

Homeownership is vital to a community's economic well-being. It allows the opportunity to build wealth, is generally associated with higher levels of civic engagement, and is correlated with positive cognitive and behavioral outcomes among children.

tenure data indicates that Black, Hispanic, Asian or Pacific Islander, Native American, and other households are less likely to be homeowners than white households. In the county, about 78% of white households own their homes, compared to 56% of African Americans and 46% of Latinos. Hispanic household are least likely to own homes in both Atlanta and the remainder of Fulton County.

Prospective homebuyers need access to mortgage credit, and programs that offer homeownership should be available without discrimination. The Home Mortgage Disclosure Act of 1975 (HMDA) requires most mortgage lending institutions to disclose detailed information about their home-lending activities annually. The objectives of the HMDA include ensuring that borrowers and loan applicants are receiving fair treatment in the home loan market. Complete information regarding applicant race, ethnicity, and income is available for 78,762 purchase loan applications, about 83.3% of all applications. Over one-half of applicants were white (58.6%); African American applicants made up 26.4% of the applicant pool, Asian applicants made up 9.0%, and Latino applicants comprised 5.0%. In contrast, the largest share of Fulton County (including Atlanta)'s population is African American (43.6%), 7.4% is Latino, and 40.0% is white. These figures indicate that white households are considerably more likely to apply for home purchase mortgage loans than African American and Latino households. At each income level, minority applicants have higher purchase loan denial rates than white applicants. At low incomes, loan denial rates range from 14.4% for white households to rates of 25.4% for Black applicants and 30.0% for applicants of other races. At middle incomes, white applicants again had the lowest denial rate (7.9%) followed by Asian applicants (10.5%), other race applicants (14.3%), and Latino applicants (13.6%). Black applicants faced the highest denial rate (18.4%).

At higher incomes, disparities between loan approval rates for white and African American borrowers persisted. About 7% of white households were denied a home loan compared to 16.8% of Black households. For other groups, denial rates were in the 9-12% range. Overall, disregarding income, about 8.4% of white applicants were denied a home loan compared to 21.2% of Black applicants, 14.7% of Latinos and 10.5% of Asians. These gaps indicate that African American and other minority households continue to have reduced access to homeownership – they are less likely to apply for mortgage loans than white households and less likely to have those loan applications approved. HMDA data also indicates that African American applicants withdraw loan applications or do not complete them at higher rates than white borrowers.

Zoning and Land Use Planning

Comprehensive land use planning is a critical process by which communities address a myriad of public policy issues such as housing, transportation, health, recreation, environmental protection, commercial and retail services, and land values, and address how the interconnection and complexity of these issues can ultimately impact an entire jurisdiction. decisions regarding land use and zoning have a direct and profound impact on affordable housing and fair housing choice, shaping a community or region's potential diversity, growth, and opportunity for all. Zoning determines where housing can be built, the type of housing that is allowed, and the amount and density of housing that can be provided. Zoning also can directly or indirectly affect the cost of developing housing, making it harder or easier to accommodate affordable housing. One goal of zoning is to balance individual property rights with the power of government to promote and protect the health, safety, and general welfare of the overall community. Zoning codes regulate how a parcel of land in a community may be used and the density of development. Local governments may divide their jurisdiction into zoning districts by adopting a zoning map consistent with the comprehensive plan; define categories of permitted and special/conditional

uses for those districts; and establish design or performance standards for those uses. Zoning may regulate the height, shape, and placement of structures and lot sizes or shapes. Jurisdictions also can expressly prohibit certain types of uses within zoning districts. In this way, local ordinances may define the type and density of housing resources available to residents, developers, and other organizations within certain areas, and as a result influence the availability and affordability of housing. Although comprehensive plans and zoning and land use codes play an important role in regulating the health and safety of the structural environment, overly restrictive codes can negatively impact housing affordability and fair housing choice within a jurisdiction. Examples of zoning provisions that most commonly result in barriers to fair housing choice include:

- Restrictive forms of land use that exclude any specific form of housing, particularly multi-family housing, or that require large lot sizes or low-density that deter affordable housing development by limiting its economic feasibility;
- Restrictive definitions of family that impede unrelated individuals from sharing a dwelling unit;
- Placing administrative and siting constraints on group homes for persons with disabilities;
- Restrictions making it difficult for residents with disabilities to locate housing in certain neighborhoods or to modify their housing;
- Restrictions on occupancy of alternative sources of affordable housing such as accessory dwellings, mobile homes, and mixed-use structures

Zoning and Land Use Planning Continued

Because zoning codes present a crucial area of analysis for a study of impediments to fair housing choice, the latest available zoning and land use ordinances of Fulton County were reviewed and evaluated against a list of ten common fair housing issues. Taken together, these issues give a picture of (1) the degree to which exclusionary zoning provisions may impact affordable housing opportunities within the jurisdiction and (2) the degree to which the zoning code may impact housing opportunities for persons with disabilities. The zoning ordinance was assigned a risk score of either 1, 2, or 3 for each of the ten issues and was then given an aggregate score calculated by averaging the individual scores, with the possible scores defined as follows:

1 = low risk – the provision poses little risk for discrimination or limitation of fair housing choice, or is an affirmative action that intentionally promotes and/or protects affordable housing and fair housing choice;

2 = medium risk – the provision is neither among the most permissive nor most restrictive; while it could complicate fair housing choice, its effect is not likely to be widespread;

3 = high risk – the provision causes or has potential to result in systematic and widespread housing discrimination or the limitation of fair housing choice or is an issue where the jurisdiction could take affirmative action to further affordable housing or fair housing choice but has not.

Fulton’s total average risk score (calculated by taking the average of 10 individual issue scores) is a 2.0 indicating that there is moderate risk of the zoning regulations contributing to discriminatory housing treatment or impeding fair housing choice on some issues. In most cases, the zoning and other land use code sections are neither the most restrictive nor most permissive as to the most common fair housing issues. In 7 out of 10 issues reviewed for Atlanta and in 8 out of 10 issues reviewed for Fulton County, the jurisdictions received a “2/medium risk” or “3/high risk” score, indicating that the zoning resolution has the potential to negatively impact fair and affordable housing, or is an issue where the jurisdiction could take stronger, affirmative action to remove barriers or promote affordable housing or fair housing choice but has not.

Academic and market research have proven what also is intuitive: land use regulations can directly limit the supply of housing units within a given jurisdiction, and thus contribute to making housing more expensive, i.e. less affordable. Exclusionary zoning is understood to mean zoning regulations which impose unreasonable residential design regulations that are not congruent with the actual standards necessary to protect the health and safety of current average household sizes and prevent overcrowding. Zoning policies that impose barriers to housing development by making developable land and construction costlier than they are inherently can take different forms and may include: high minimum lot sizes, low density allowances, wide street frontages, large setbacks, low floor area ratios, large minimum building square footage or large livable floor areas, restrictions on number of bedrooms per unit, low maximum building heights, restrictions against infill development, restrictions on the types of housing that may be constructed in certain residential zones, arbitrary or antiquated historic preservation standards, minimum off-street parking requirements, restrictions against residential conversions to multi-unit buildings, lengthy permitting processes, development impact fees, and/or restrictions on accessory dwelling units.

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

This section outlines the employment, labor force, and educational attainment data which informed the development of priorities and goals in this Plan.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	121	397	0	0	0
Arts, Entertainment, Accommodations	10,679	22,342	14	12	-2
Construction	2,816	4,066	4	2	-2
Education and Health Care Services	10,313	12,444	14	7	-7
Finance, Insurance, and Real Estate	6,824	17,049	9	9	0
Information	4,967	17,583	7	10	3
Manufacturing	4,052	5,950	5	3	-2
Other Services	2,450	4,540	3	2	-1
Professional, Scientific, Management Services	12,379	27,989	17	15	-2
Public Administration	0	0	0	0	0
Retail Trade	8,819	14,497	12	8	-4
Transportation and Warehousing	6,048	45,986	8	25	17
Wholesale Trade	5,039	11,550	7	6	-1
Total	74,507	184,393	--	--	--

Table 40 - Business Activity

Data Source: 2016-2020 ACS (Workers), 2020 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	111,478
Civilian Employed Population 16 years and over	104,605
Unemployment Rate	6.08
Unemployment Rate for Ages 16-24	14.83
Unemployment Rate for Ages 25-65	4.42

Table 41 - Labor Force

Data Source: 2016-2020 ACS

Occupations by Sector	Number of People
Management, business and financial	36,320
Farming, fisheries and forestry occupations	3,405
Service	8,765
Sales and office	23,460
Construction, extraction, maintenance and repair	3,615
Production, transportation and material moving	6,000

Table 42 – Occupations by Sector

Data Source: 2016-2020 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	51,529	58%
30-59 Minutes	26,787	30%
60 or More Minutes	11,034	12%
Total	89,350	100%

Table 43 - Travel Time

Data Source: 2016-2020 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	3,790	510	2,205

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
High school graduate (includes equivalency)	13,565	1,120	5,104
Some college or Associate's degree	21,160	1,449	4,115
Bachelor's degree or higher	50,955	1,980	8,624

Table 44 - Educational Attainment by Employment Status

Data Source: 2016-2020 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	220	529	749	1,299	950
9th to 12th grade, no diploma	1,525	1,024	1,069	1,828	1,336
High school graduate, GED, or alternative	4,884	5,178	5,169	9,429	4,606
Some college, no degree	5,525	6,240	4,238	8,545	3,939
Associate's degree	590	2,578	1,750	3,394	1,477
Bachelor's degree	2,224	8,615	8,539	19,825	4,792
Graduate or professional degree	80	3,659	8,197	12,755	3,189

Table 45 - Educational Attainment by Age

Data Source: 2016-2020 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	242,661
High school graduate (includes equivalency)	423,641
Some college or Associate's degree	397,714
Bachelor's degree	763,236
Graduate or professional degree	840,169

Table 46 – Median Earnings in the Past 12 Months

Data Source: 2016-2020 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

As shown in the business activity table, Fulton County's largest employment sectors are transportation, warehousing, and utilities (45,986 jobs or 22%); professional, scientific, and management services (27,989 jobs or 13%); and arts, entertainment, and accommodations (22,342 jobs or 11%).

Looking at employed Fulton County residents, the largest shares are employed in professional, scientific, and management services (12,379 workers or 15%); arts, entertainment, and accommodations (10,679 workers or 13%); education and health care services (10,313 workers or 12%).

Fulton County industries that draw the greatest number of employees from outside of the entitlement jurisdiction boundaries include transportation, warehousing, and utilities and information.

Describe the workforce and infrastructure needs of the business community:

Fulton County updated its Workforce Development Board Plan for 2024-2027. It is the local plan for the Workforce Innovation and Opportunity Act. It was used to provide information for the following prompts.

Stakeholders and survey respondents identified the need to bolster job creation and retention initiatives. They also cited the need for literacy programs and GED preparedness to assist in need populations become part of the workforce and be place on track to alleviate income and ultimately housing challenges.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

Over the next 5 years, employment in Fulton County is projected to expand by 56,869 jobs. The fastest growing sector in the region is expected to be Management of Companies and Enterprises. The strongest forecast by number of jobs over this period is expected for Professional, Scientific, and Technical Services, Health Care and Social Assistance, and Transportation and Warehousing.

Over the next 5 years, the fastest growing occupation group in the County is expected to be Computer and Mathematical Occupations. The strongest forecast for the number of jobs over this period is expected for Business and Financial Operations Occupations and Computer and Mathematical Occupations. Over the same period, the highest separation demand (occupation demand due to retirements and workers moving from one occupation to another) is expected in Office and Administrative Support Occupations and Food Preparation and Serving Related Occupations.

The Information Technology industry is also a major employer in the Metro Atlanta Region. The industry is composed of employers ranging from datacenters to software designers and consultants. The largest sector in the Information Technology industry is Software Publishers.

Over 6,000 jobs per year will open in the Construction sector over the next five years at an 5% growth rate. Of those jobs, 9% will be new and 91% will be replacement. As Baby Boomers age and leave the workforce, these openings will augment demand for workers generated by industry growth. The County, its businesses, and its local and regional economic development partners will benefit from a proactive approach to workforce development, including strategies currently employed by the Workforce Development Division and others.

Currently, there is a large gap in the number of workers available to fill Transportation and Warehousing jobs. It is important to grow the workforce for these positions to keep all levels of the local economy healthy. Important components to filling these positions, and others where not enough workers are available, are affordable housing, particularly near job centers. Housing that these wage earners can afford will be an increasingly important component to supporting workforce and business attraction and retention.

Housing is of particular need for seniors, people with disabilities, people transitioning from homelessness, and people living with HIV/AIDS. People with disabilities make up nearly 4.5% of the employed labor force. Accessible and sustainable affordable housing is in short supply, particularly with these groups all competing for what is available. With increasing demand for housing in areas closer to the Atlanta city center, affordable housing close to jobs, resources, and transportation is becoming more difficult to find in the county, and low-income residents are often unable to access these areas of higher opportunity or are displaced by rising housing costs. Rising housing costs are also a primary contributor to the high levels of homelessness in the county. To that end, there is a growing need to devote resources to the development of affordable housing with access to jobs, services, and transportation.

Stakeholders and survey respondents commented the need for workforce training programs.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

Jobs requiring master's degrees are expected to grow the most rapidly over the next 10 years, increasing by 2.1% annually. Jobs requiring a bachelor's degree and those requiring an associate's degree or credential are also expected to have above average growth, increasing by around 1.6% and .2% annually.

Between 2018 and 2023, the Information Technology industry added over 3,000 jobs, expanding employment by 3%. This growth was driven by the Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services, which added 6,854 jobs.

According to the National Center for Education Statistics College Navigator, there are 87 Public 4-year, Private non-profit, and Private for-profit colleges within 50 miles of ZIP Code 30303 that have a total student population of 266,287. The majority of employed Fulton County residents, 57%, have a bachelor's degree or higher.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

See Unique Appendix

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDs)?

Yes

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

See Unique Appendix

Discussion

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

See Unique Appendix

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

To further analyze the above prompt, the three in Fulton are all located in the southern section of the county and more specifically within the cities of East Point and College Park. The location of R/ECAP census tracts has remained geographically limited to East Point and College Park since 1990.

Only 3% of Fulton County's population reside in R/ECAP census tracts. Black residents comprise three quarters (75.7%) of the county's R/ECAP population. There is a significant discrepancy between the population shares of Black residents in R/ECAP census tracts and Fulton County as whole where Black residents comprise less than half of the population. The Hispanic population accounts for 10.3% of the population in R/ECAP communities and is the only other racial or ethnic group with a population share that is greater than county figures. These discrepancies suggest disproportionate representation of Black and Hispanic populations in Fulton County's R/ECAP census tracts.

What are the characteristics of the market in these areas/neighborhoods?

See Unique Appendix

Are there any community assets in these areas/neighborhoods?

See Unique Appendix

Are there other strategic opportunities in any of these areas?

Two of the three R/ECAP areas in Fulton County abut MARTA rail stations providing access to public transportation throughout the region. All R/ECAP areas are close to the Hartsfield-Jackson International Airport, which provides employment opportunities for residents in the area.

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

See Unique Appendix

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

See Unique Appendix

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

The impact of increasing natural hazard risks driven by climate change on low- and moderate-income households is an important consideration for regional planners, city staff, and housing and service providers in Fulton County and the region. The Fulton County Multijurisdictional Hazard Mitigation Plan, updated in 2022, identifies hazards most likely to impact the county and its municipalities. The plan notes highly likely, likely, occasional, and unlikely hazards in Fulton County. Based on average ratings from municipalities in Fulton County, drought, extreme heat, severe weather (including severe winter weather), tornadoes, and flooding are highly likely hazards, while earthquakes and wildfires are occasionally hazards. This has changed since the previous plan in 2016 which only had severe weather, tornadoes, and flooding as likely hazards, while winter storms, heat waves, droughts, wildfire, tropical systems, dam failure, and sinkholes were possible hazards. The increase in likelihood of natural hazards points to a direct correlation to increased negative impacts due to climate change.

Additionally, the plan identifies and analyzes mitigation actions and projects for each participating municipality.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

The degree to which low- and moderate-income households are vulnerable to increased natural hazards associated with climate change is an important consideration for jurisdictions and regions in preparing environmental resiliency and other plans.

According to the Fifth National Climate Assessment (2023), climate change is already harming human health across the US, and impacts are expected to worsen with continued warming. Climate change harms individuals and communities by exposing them to a range of compounding health hazards, including the following:

- More severe and frequent extreme events
- Wider distribution of infectious and vector-borne pathogens
- Air quality worsened by smog, wildfire smoke, dust, and increased pollen
- Threats to food and water security
- Mental and spiritual health stressors

While climate change can harm everyone's health, its impacts exacerbate long-standing disparities that result in inequitable health outcomes for historically marginalized people, including people of color, Indigenous Peoples, low-income communities, and sexual and gender minorities, as well as older adults, people with disabilities or chronic diseases, outdoor workers, and children.

“The disproportionate health impacts of climate change compound with similar disparities in other health contexts. For example, climate-related disasters during the COVID-19 pandemic... disproportionately magnified COVID-19 exposure, transmission, and disease severity and contributed to worsened health conditions for essential workers, older adults, farmworkers, low-wealth communities, and communities of color” (U.S. Global Change Research Program. (2023). *Fifth National Climate Assessment*). As extreme weather events become more frequent, Fulton County could face increases in negative health impacts.

For these reasons, a large proportion of the county’s residents have reduced capacity to prepare for and cope with extreme weather and other climate change-related events. Five-Year 2016-2020 American Community Survey data indicates that an estimated 10.12% of Fulton County residents were living below the poverty level in the past 12 months. LMI individuals will have a difficult time evacuating due to the financial burden that can cause, especially those who cannot afford to miss work shifts or those that lack reliable transportation. Furthermore, recovery from natural disasters will be more financially challenging. Additionally, those with inadequate healthcare are more vulnerable to disease and recovery. Finally, this can be compounded by lack of food and water availability and/or means of travelling to obtain such necessities.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

Fulton County anticipates receiving approximately \$6,270,000 in CDBG and \$2,975,000 in HOME funding over the next five years. The purpose of the Strategic Plan is to guide the use of these funds over the next five years. The plan is guided by three overarching goals that are applied according to the County's needs. The goals are:

- To provide decent housing by preserving the affordable housing stock in both the rental and homeowner markets, increasing the availability of affordable housing by reducing barriers, and increasing the number of accessible units.
- To improve the quality of life and living conditions for low- and moderate-income persons through improvements in public facilities and infrastructure and the removal of slum/blighting influences.

The County developed this plan using citizen participation and stakeholder input generated by several stakeholder consultations and public meetings.

Based on these items the County established the following list of priorities:

- Access to Affordable Housing for homeowners and renters
- Improve Public Facilities
- Improve, Maintain and Expand Public Infrastructure
- Provide Public Services
- Neighborhood revitalization

The County relies on partnerships to achieve Consolidated Plan goals. The Department of Community Development anticipates working with other County departments, municipalities, local nonprofit and public service agencies, local housing providers, and others to address priority needs.

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

Table 47 - Geographic Priority Areas

1	Area Name:	Countywide
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

The Fulton County entitlement jurisdiction covers unincorporated Fulton County, as well as the cities of Alpharetta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Milton, Mountain Park, Palmetto, and Union City, who executed a cooperation agreement with Fulton County during urban county requalification process. The cities of Atlanta, Johns Creek, Roswell, and Sandy Springs do not participate with Fulton County and receive their own HUD grant allocations.

Geographically, the Fulton County entitlement jurisdiction is divided into north and south portions by the cities of Atlanta, Roswell, and Sandy Springs, which lie in the middle of the county. HUD-funded activities that qualify on an area basis may be located in any income-eligible areas with the entitlement jurisdiction. HUD-funded activities that qualify based on the clients they serve may be provided throughout Fulton County's service area.

Fulton County does not designate specific areas for allocation of funds as part of its strategic use of HUD grant funds. Instead, the County's programs are designed to serve low- and moderate-income individuals and households and other eligible residents throughout the County's service area.

Multiple Fulton County departments, non-profit organizations, and municipalities in Fulton County are responsible for implementing programs and services under this Consolidated Plan. Consequently, local interest and initiative in developing projects and activities will determine geographic distribution of the County's housing and community development assistance. The Department of Community Development will consider the following in making annual funding decisions:

- Income eligibility of beneficiaries;
- Responsiveness to Five-Year Consolidated Plan priorities and goals;
- Affirmatively furthering fair housing;
- Leveraging of other funding;
- Sustainability over time;
- Addressing underserved needs; and
- Maximizing impact and reducing administrative costs.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Table 48 – Priority Needs Summary

1	Priority Need Name	Affordable Housing
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly veterans Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Victims of Domestic Violence
	Geographic Areas Affected	Countywide
	Associated Goals	Increase Access to/Quality of Affordable Housing Fair Housing Education and Services
	Description	Provide safe affordable residential opportunities for low- and moderate-income households, including projects located near employment, transportation, and other community resources. Support the development of affordable rental housing for seniors, veterans, people with disabilities, or other special needs households, such as people who are formerly homeless or at risk of homelessness. Increase the number of first-time home buyers through down payment and closing cost assistance. Provide funding for residential rehabilitation to preserve the existing affordable housing stock by assisting income-eligible individuals. Rehabilitation will include energy efficiency improvements and issues as they relate to health and safety.
	Basis for Relative Priority	Affordable rental housing was identified as a priority need by stakeholders. Community members noted that transitional/bridge housing is needed to move people out of homelessness. There is also a need for better access to affordable housing as a component of ensuring that all residents are self-sufficient. CHAS data analyzed for this Plan concurs that housing affordability is the most widespread need for renters in the county.

2	Priority Need Name	Public Services
	Priority Level	High
	Population	Extremely Low Low Families with Children Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Victims of Domestic Violence
	Geographic Areas Affected	Countywide
	Associated Goals	Public Services
	Description	Fund eligible public services to serve low- and moderate-income residents, youth, seniors, people with disabilities, and other special needs populations.
	Basis for Relative Priority	This priority was determined through consultation with public, nonprofit and private entities.
3	Priority Need Name	Housing and Services for Homeless
	Priority Level	Low
	Population	Extremely Low Low Elderly Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Other

	Geographic Areas Affected	Countywide
	Associated Goals	Increase Access to/Quality of Affordable Housing
	Description	Collaborate with agencies in the CoC and others to provide coordinated supportive services and case management to people experiencing homelessness to support moves to appropriate housing and greater stability. To possibly include but not be limited to: Case management, street outreach, transportation childcare, job training, or job search assistance, health and mental health services, services for people with disabilities, services to help households access benefits
	Basis for Relative Priority	The Fulton County Continuum of Care is engaged in the provision of services and expanding housing opportunity for persons who are or could experience homelessness without appropriate interventions and support. While addressing homelessness is a high priority for the County, CDBG funds are not expected to be used for activities that address homelessness.
4	Priority Need Name	Fair Housing Education and Services
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	Countywide

	Associated Goals	Fair Housing Education and Services
	Description	Provide assistance to eligible households which might include but is not limited to: Fair housing education services to help residents, community organizations, and housing providers understand fair housing rights and responsibilities. Provide fair housing complaint investigation services. Consumer education and awareness around predatory lending fraudulent mortgages, and other housing scams.
	Basis for Relative Priority	Fair housing education continues to be a priority for the County.
5	Priority Need Name	Public Facilities Improvements
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Persons with Physical Disabilities Non-housing Community Development
	Geographic Areas Affected	Countywide
	Associated Goals	Public Facility Improvements
	Description	Improvement and expansion of public facilities serving low – mod areas, or those providing services to the elderly and non-homeless persons with special needs; and, demolition of vacant and deteriorated structures.
	Basis for Relative Priority	This priority was determined through consultation with public, nonprofit, and private entities.
6	Priority Need Name	Infrastructure Improvements
	Priority Level	High

	Population	Extremely Low Low Moderate Families with Children Elderly Public Housing Residents Non-housing Community Development
	Geographic Areas Affected	Countywide
	Associated Goals	Infrastructure Improvements
	Description	Improvement and expansion of infrastructure in low – mod areas including streets, sidewalks, parks, water, sewer and stormwater management. This includes projects that address handicapped accessibility.
	Basis for Relative Priority	The need for infrastructure improvements was rated very high by local municipal officials as they work to improve their communities and local agency representatives as they look for areas with infrastructure that can support some housing density, business attraction/expansion and aid in service provision.
7	Priority Need Name	Program Administration
	Priority Level	High
	Population	Other
	Geographic Areas Affected	Countywide
	Associated Goals	Program Administration
	Description	Program administration costs related to the planning and execution of community development, housing, and homelessness activities assisted with funds provided under the CDBG and HOME programs.
	Basis for Relative Priority	Program administration costs associated with the coordination and delivery of services to Fulton County residents.

Narrative (Optional)

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	High level of cost burdens among low-income households; waiting lists for assisted housing units; housing costs compared to Fair Market Rents; and need for short-term rental assistance for homeless individuals and families transitioning to permanent housing. Currently, TBRA is provided through HUD’s Section 8 Housing Choice Voucher program administered through local housing authorities, with about 3,695 vouchers in use within Fulton County. In the past, Fulton County partnered with HAFC to provide additional TBRA using HOME funds and is in the process of soliciting new providers to implement a TBRA program in the County.
TBRA for Non-Homeless Special Needs	High level of cost burdens among low-income households, including non-homeless special needs populations; waiting lists for assisted housing units for seniors and people with disabilities; and housing costs for accessible units compared to Fair Market Rents.
New Unit Production	Age and condition of housing; waiting lists at existing assisted housing developments; high occupancy rates and rental rates; sales prices unaffordable to low/moderate income households. Fulton County intends to use HUD grant funding to support new affordable housing development over the next five years.
Rehabilitation	Age and condition of housing; issues related to substandard housing, especially for low-income renters; need for home repairs for seniors and other homeowners, including lead-based paint remediation. Fulton County intends to use HUD grant funding to support housing rehabilitation for income-eligible homeowners over the next five years.
Acquisition, including preservation	Subsidized housing developments anticipated to age out of their affordability period; age, condition, and availability of multifamily properties suitable for acquisition/rehabilitation; vacant/hazardous buildings identified through code enforcement. Fulton County may use HUD grant funds for acquisition and/or preservation of affordable housing over the next five years.

Table 49 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

The table below shows the County's grant allocations for the 2025 program year as announced by HUD, along with anticipated grant funding for the remaining four years covered by this Consolidated Plan. This estimate assumes that funding over those four years will average to be about the same as the 2025 allocations. All grant funds will be used to support the Fulton County Department of Community Development's goals to provide decent affordable housing, a suitable living environment, and expanded economic development.

At the time this document was written, the 2025 allocations were not yet approved by Congress. The 2024 allocations were used to estimate funding over the next five years.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,254,161	0	0	1,254,161	5,017,028	CDBG funds may be used to carry out activities related to housing rehabilitation, demolition and community revitalization, public improvements, public services, economic development, and planning.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	590,862	0	0	590,862	2,379,516	HOME funds may be used for homebuyer assistance, TBRA, homeowner rehab, affordable housing development, CHDO activities, and program administration.

Table 50 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Fulton County will use federal funds to leverage additional private, state, and local funds where applicable. Fulton County funding serves as gap financing for housing development projects, which typically also include a combination of private and other public funds.

The County will comply with all HOME matching fund contribution requirements as outlined in 92.218 of the HOME regulations. These are anticipated to be satisfied through a mix of match carryovers from prior years as well as other eligible sources. The County provides matching funds of twenty-five cents from the County's General Fund for each HOME dollar expended for the Home Ownership Program (HOP). Also, in the

Home Ownership Program, the difference between the appraised value and the sales price is acknowledged to be a donation to affordable housing and counted toward the match requirement. Interest forgone on below market loans issued through the HOP program are also considered sources of eligible match.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

CDBG funding will be used to develop public facilities for public purposes using existing owned properties to include parks, recreational facilities, and community centers in low- and moderate-income areas of the County. Sidewalks, including accessibility improvements for sidewalks and curbs, may be installed in these areas, especially in locations with high pedestrian use such as routes commonly used by school children or people walking to public transportation and shopping.

Discussion

Not applicable

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
FULTON COUNTY	Government	Economic Development Homelessness Non-homeless special needs Ownership Planning Rental neighborhood improvements public facilities public services	Jurisdiction
Housing Authority of Fulton County	PHA	Public Housing	Jurisdiction
Housing Authority of the City of East Point	PHA	Public Housing	Jurisdiction
Housing Authority of the City of College Park	PHA	Public Housing	Jurisdiction
Housing Authority of the City of Fairburn	PHA	Public Housing	Jurisdiction
Housing Authority of the City of Union City	PHA	Public Housing	Jurisdiction
Housing Authority of the City of Palmetto	PHA	Public Housing	Jurisdiction
City of College Park	Government	Planning public facilities	Jurisdiction
City of Chattahoochee Hills	Government	Planning public facilities	Jurisdiction
CITY OF EAST POINT	Government	Planning public facilities	Jurisdiction
City of Fairburn Georgia	Government	Planning public facilities	Jurisdiction
CITY OF HAPEVILLE	Government	Planning public facilities	Jurisdiction

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
City of Milton	Government	Planning public facilities	Jurisdiction
CITY OF MOUNTAIN PARK	Government	Planning public facilities	Jurisdiction
CITY OF PALMETTO	Government	Planning public facilities	Jurisdiction
CITY OF UNION CITY	Government	Planning public facilities	Jurisdiction
Fulton County Continuum of Care	Continuum of care	Homelessness	Jurisdiction
METRO FAIR HOUSING	Non-profit organizations	Economic Development public services	Region
ATLANTA LEGAL AID	Non-profit organizations	public services	Region
WorkSource Fulton	Non-profit organizations	Economic Development	Jurisdiction
Ryan White Program of Fulton County	Regional organization	Homelessness Non-homeless special needs public services	Region

Table 51 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The Fulton County Department of Community Development works collaboratively with internal and external partners throughout the community, maintaining strong communication in order to coordinate service delivery when necessary. Strengths of the County's institutional delivery system include:

- Communication and partnerships with local municipalities (Cities of Alpharetta, College Park, Chattahoochee Hills, East Point, Fairburn, Hapeville, Milton, Mountain Park, Palmetto, and Union City)
- Communication and partnership with other County departments and agencies, including but not limited to, the Department of Arts and Culture, Department of Behavioral Health and Developmental Disabilities, Department of HIV Elimination, Department of Human Services, Youth and Community Services Division, Senior Services, Finance Department, Office of Diversity and Civil Rights Compliance, and the Development Authority of Fulton County.
- Partnership with nonprofit agencies and developers operating in Fulton County and the metro Atlanta region.
- Periodic meetings to share ideas, solve problems, and strategize.

- History of funding municipalities, County departments, nonprofit agencies, and housing developers as subrecipients of CDBG and HOME funds.

Gaps in the County's institutional delivery system identified by stakeholders include:

- Capacity of nonprofit organizations
- Limited affordable housing development in north Fulton County
- Limited number of qualified nonprofit affordable housing developers with shovel-ready projects
- Coordination among housing authorities operating in Fulton County

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	X
Legal Assistance	X	X	X
Mortgage Assistance	X	X	X
Rental Assistance	X	X	X
Utilities Assistance	X	X	X
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics	X	X	
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse	X	X	X
Child Care	X	X	X
Education	X	X	X
Employment and Employment Training	X	X	X
Healthcare	X	X	X
HIV/AIDS	X	X	X
Life Skills	X	X	X
Mental Health Counseling	X	X	X
Transportation	X	X	X
Other			

Table 52 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The Fulton County Continuum of Care was established in 2014, and its boundaries include Fulton County outside the City of Atlanta. Members include government representatives and homeless housing and service providers within Fulton County. As a collaborative applicant, the Fulton County Department of Community Development releases an annual application for funding through the CoC.

Fulton County agencies that provide emergency shelter, transitional housing, and other services include:

- HOPE Atlanta, which provides rental and security deposit assistance, housing search assistance, one-on-one support, and rapid rehousing, as well as emergency services, crisis intervention, transitional and permanent supportive housing for persons living with HIV/AIDS. HOPE Atlanta's Supportive Services for Veterans and their Families Program funds rapid re-housing and prevention assistance to homeless veteran households.
- Partnership Against Domestic Violence, which provides supportive housing for homeless individuals and families.
- North Fulton Community Charities, which provides emergency financial assistance, thrift shop, food bank, government benefits screening, and rapid rehousing for individuals and families.
- The Community Assistance Center, which provides rental assistance, food, clothing and education resources for homelessness prevention.
- LIFT Community Development Corp., which provides housing and shelter referrals, life and financial skills training, food and clothing giveaways, transportation assistance, education and employment referrals, and mental health and wellness assessments.
- Fulton County Assessment Centers, which provides financial assistance for shelter, homeless prevention and rapid rehousing, and referrals to community partners.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

While limited funding, and thus capacity, is always a gap, Fulton County has a variety of agencies that provide housing and services for people experiencing homelessness and other special needs populations, as shown above. Agencies collaborate through the Fulton County Continuum of Care, which meets regularly and was consulted for this Consolidated Plan. Continuum of Care members identified the need for a more aggressive approach to reducing and ending homelessness, rather than the piecemeal approach that results from several agencies doing work that often overlaps without being coordinated. CoC members also noted the need for an updated directory of available services for people who are homeless, to reduce the legwork clients or service providers must do to find an appropriate agency for assistance. More broadly, focus group participants noted the need for transitional housing, including housing for people re-entry populations, to prevent unsheltered homelessness and better facilitate moves to permanent / stable housing.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The largest gap in the delivery of services to low- moderate-income households is the lack of adequate funding to address the housing and community development needs of the. The County will utilize its CDBG and HOME resources to support the delivery of services to special needs populations, including those experiencing or at-risk of homelessness. In addition, the County will continue to support efforts to develop new resources to meet the changing needs of special needs populations.

The County has identified the following goals to address these gaps over the next five years:

- Develop and Preserve Affordable Rental Housing
- Affordable Homeownership Opportunities
- Housing Rehabilitation Assistance for Homeowners
- Rental Assistance and Homelessness Prevention

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase Access to/Quality of Affordable Housing	2025	2029	Affordable Housing	Countywide	Affordable Housing and Services for Homeless	HOME: \$2,673,378	Direct Financial Assistance to Homebuyers: 65 Households Assisted Tenant-based rental assistance / Rapid Rehousing: 125 Households Assisted
2	Public Services	2025	2029	Non-Homeless Special Needs	Countywide	Public Services	CDBG: \$100,000	Public service activities for Low/Moderate Income Housing Benefit: 50 Households Assisted
3	Fair Housing Education and Services	2025	2029	Affordable Housing	Countywide	Affordable Housing Fair Housing Education and Services	CDBG: \$100,000	Public service activities for Low/Moderate Income Housing Benefit: 50 Households Assisted
4	Public Facility Improvements	2025	2029	Non-Housing Community Development	Countywide	Public Facilities Improvements	CDBG: \$2,408,514	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 3500 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Infrastructure Improvements	2025	2029	Non-Housing Community Development	Countywide	Infrastructure Improvements	CDBG: \$2,408,515	Public service activities other than Low/Moderate Income Housing Benefit: 100000 Persons Assisted
6	Program Administration	2025	2029	Administration	Countywide	Program Administration	CDBG: \$1,254,160 HOME: \$297,000	Other: 10 Other

Table 53 – Goals Summary

Goal Descriptions

1	Goal Name	Increase Access to/Quality of Affordable Housing						
	Goal Description	The County will utilize funds to provide safe affordable residential opportunities, including rental housing, housing for homeownership, TBRA and direct assistance to homebuyers, for low- and moderate-income households, including projects located near employment, transportation, and other community resources.						
2	Goal Name	Public Services						
	Goal Description	The County will use funds for eligible public services to serve low- and moderate-income residents, youth, seniors, people with disabilities, and other special needs populations.						
3	Goal Name	Fair Housing Education and Services						
	Goal Description	The County will provide resources for outreach, education and services related to the County's obligation to affirmatively further fair housing choice throughout the County.						
4	Goal Name	Public Facility Improvements						
	Goal Description	The County will use CDBG funds to make improvements to streets, sidewalks, stormwater infrastructure facilities, and water and sewer infrastructure in communities throughout the County, as needed over the next five years.						

5	Goal Name	Infrastructure Improvements
	Goal Description	Recreation improvements in the County are important to support the quality of life by providing adequate open space and recreation opportunities. The County will continue to support its various community development needs through upgrades to existing recreation amenities and creating new opportunities.
6	Goal Name	Program Administration
	Goal Description	Support administration and delivery of CDBG activities.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

Fulton County estimates that it will assist approximately 225 families with extremely low, low or moderate incomes using HOME funds over the next five years. The County plans to assist about 15 income-eligible homeowners with housing rehabilitation (about 3 families per year) and 150 income-eligible homebuyers with down payment assistance (about 30 families per year). The County also anticipates providing 60 extremely low- or low-income families with tenant-based rental assistance using HOME funds (about 12 families per year).

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

Not applicable. No housing authorities in Fulton County are currently under a voluntary compliance agreement related to Section 504.

Activities to Increase Resident Involvements

The HAFC maintains a resident advisory board, which reviews and contributes to each HAFC Annual Plan. The EPHA also has a resident advisory board, which meets quarterly. In addition to an advisory board, residents also participate in resident council meetings where EPHA staff are present to address resident concerns. Activities for residents, as listed on the EPHA website, include bingo, youth book club, and a Junior Resident Council for youth (Housing Authority of the City of East Point. "EPHA's Resident Council News").

Is the public housing agency designated as troubled under 24 CFR part 902?

No

Plan to remove the 'troubled' designation

According to the 2023 Public Housing Assessment System Report, all of the Housing Authorities that serve Fulton County are designated as "Standard Performer". Scores ranged from 76-89.

Not Applicable - None of the housing authorities in Fulton County are designated as "troubled."

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

The 2020 Joint Analysis of Impediments to Fair Housing Choice contains a housing profile that outlined the following:

Variety and availability of different housing types

Variety in terms of housing structure type is important in providing housing options suitable to meet the needs of all residents, including different members of protected classes. Multifamily housing, including rental apartments, is often more affordable than single-family homes for low- and moderate-income households, who are disproportionately likely to be minorities. Multifamily units may also be the preference of some elderly and disabled householders who are unable or do not desire to maintain a single-family home. Single-family detached homes make up the largest share of units with 48.4% in Fulton County, compared to 67.1% in the region. Duplex, triplex, and quadraplex properties make up relatively small shares of units.

Availability of housing in a variety of sizes is important to meet the needs of different demographic groups. Neighborhoods with multi-bedroom detached, single-family homes will typically attract larger families, whereas dense residential developments with smaller unit sizes and fewer bedrooms often accommodate single-person households or small families. But market forces and affordability impact housing choice and the ability to obtain housing of a suitable size, and markets that do not offer a variety of housing sizes at different price points can lead to barriers for some groups. It can also lead to overcrowding. In Fulton, two-bedroom units make up the largest share of housing.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

There are several strategies identified for Fulton County:

- Use CDBG and HOME funds to increase and maintain the availability of high-quality, affordable rental and for-sale housing through construction and/or rehabilitation
- Support new affordable housing development, whether with CDBG or HOME funds or private-sector LIHTC developers, should be given additional consideration when it will be located in an area that increases access to opportunity for low-income households.
- Consider the following zoning code amendments: [NP1] Adopt means to allow more flexibility in density and affordable housing development by providing alternatives to large lot sizes such as cluster developments, density blending, and transfer of development rights. Permit or incentive conversion of large single-family dwellings in high-opportunity areas to 2-family, 3-family, or multifamily dwellings compatible in scale with existing single-family dwellings. Reinstitute an inclusionary zoning similar to the one the County had in place from 2007-2009. Revise the family definition to mean a “functional family” or remove the definition in favor of maximum

occupancy being regulated instead by the building code. Align definitions and siting standards for personal care homes and group residences to be consistent with the code's family definition. Reconsider the use of spacing requirements imposed on group homes and codify a justification for the spacing if warranted.

- Work with individual cities to review zoning codes to support the development of 'missing middle' housing and accessory dwelling units
- Develop policies or increase code enforcement efforts focused on maintaining standards in deteriorating properties and discouraging investors from buying and holding vacant or abandoned properties.
- Incentivize development of affordable housing near transit.
- Consider ways to prevent the sale and upscaling or conversion of naturally occurring affordable rental housing: Tax abatements, water bill abatement, or other incentives. Implement a program to reduce property taxes on properties that provide affordable rents. Implement a program to allow eligible homeowners to defer property taxes until a home is sold. Fulton County and the City of Atlanta should coordinate with the Atlanta Land Trust and the Fulton County/City of Atlanta Land Bank Authority to encourage increased development of permanently affordable housing. Fulton County and the City of Atlanta should market anti-displacement programs to residents to increase awareness of available resources. Fulton County and the City of Atlanta should continue downpayment assistance programs to support affordable homeownership. Fulton County and the City of Atlanta should continue to fund owner-occupied rehab programs, prioritizing gentrifying neighborhoods. Fulton County and the City of Atlanta should continue providing financial support to a partner organization to educate Fulton County and City of Atlanta homeowners regarding home purchase scams and to assist homeowners facing housing scams. Fulton County and the City of Atlanta should target investment of CDBG funds in RECAPs, which are clustered in south and west Atlanta and south Fulton County

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Members of the Fulton County Continuum of Care and other homeless housing and service providers in Fulton County reach out to homeless persons, including unsheltered persons, through meal programs, day centers, and hospitals. Outreach teams regularly go under bridges, visit camps, and go to other areas to meet unsheltered homeless persons. In particular, HOPE Atlanta provides street outreach to homeless persons.

Fulton County will continue to provide financial assistance to nonprofit agencies to develop and implement a coordinated assessment system throughout the jurisdiction. The Continuum of Care will also continue providing support for annual point-in-time homeless counts.

Addressing the emergency and transitional housing needs of homeless persons

Fulton County is the designated Collaborative Applicant and an active member of the Fulton County Continuum of Care (CoC). The County no longer receives ESG funding; however, the County Continuum of Care is engaged in the provision of services and expanding housing opportunities for persons who are experiencing or at risk of homelessness. The CoC has a robust Street Outreach program designed to engage unsheltered individuals and families and direct them to resources to address immediate needs, including emergency shelter.

Additional service providers addressing the emergency and transitional housing needs of homeless persons in Fulton County include Family Promise, HomeStretch, The Drake House/Drake Village, UHope CDC, and Fulton County's Homeless Division Assessment Center.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

Fulton County and the Continuum of Care support a Housing First model that prioritizes permanent housing and offers case management and other support services. Over the next five years, the County will continue to support homeless service providers, funders, and stakeholders who recognize the need to shift focus and resources to long-term, permanent housing in order to end homelessness. The County will fund organizations that provide case management and housing navigation services to assist homeless individuals and families, including those staying in emergency shelter, make the transition to permanent housing and prevent returns to homelessness. For example, the County has funded North

Fulton Community Charities, which provides funding for rapid rehousing of persons transitioning to permanent housing. The County will also work to increase the availability of affordable housing in Fulton County by using HOME funds to support the development of new affordable rental housing.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

Housing and service providers in Fulton County work together to prevent homelessness in populations who are vulnerable to or at risk of homelessness. These groups include extremely low-income individuals and families, people discharged from institutions, and those receiving assistance from agencies addressing a variety of needs, such as housing, health, social services, education or youth needs. Resources to prevent homelessness in Fulton County include:

- North Fulton Community Charities provides emergency financial assistance, thrift shop, food bank, government benefits screening, and rapid rehousing.
- The Community Assistance Center provides rental assistance, food, clothing and education resources for homelessness prevention.
- Fulton County Assessment Centers provides financial assistance to low- to moderate-income individuals and families.
- LIFT Community Development Corp. provides housing and shelter referrals, life and financial skills training, food and clothing giveaways, transportation assistance, education and employment referrals, and mental health and wellness assessments.
- HOPE Atlanta (Travelers Aid) provides rental and security deposit assistance, housing search assistance, one-on-one support, and rapid rehousing, as well as emergency services, crisis intervention, transitional and permanent supportive housing for persons living with HIV/AIDS. HOPE Atlanta's Supportive Services for Veterans and their Families Program funds rapid rehousing and prevention assistance to homeless veteran households.
- Returning Her Home offers Transitional housing for women coming out of prison. The housing is shared and can range from 90 days-2 years. Returning Her Home will also help women find employment and is willing to work with sex offender charges. The organization is in the process of opening a men's house.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

Fulton County follows HUD’s Lead Safe Housing Rule requirements (U.S. Department of Housing and Urban Development. (n.d.). *Lead Safe Housing Rule Requirements*) in all of its federally funded rehab, homeowner, and Housing Choice Voucher Program activities.

How are the actions listed above related to the extent of lead poisoning and hazards?

Following the Lead Safe Housing Rule requirements in federally funded housing activities reduces risk of lead poisoning and hazards. The Lead Safe Housing Rule is designed to reduce hazards relating to lead-based paint in housing, which include irreversible health effects, brain and nervous system damage, reduced intelligence, and learning disabilities (U.S. Department of Housing and Urban Development, Office of Lead Hazard Control. *New HUD Lead-Based Paint Regulations*). Children, pregnant women, and workers are most at risk of experiencing negative health effects resulting from exposure to lead-based paint hazards. More than 20 million homes built before 1978 contain lead-based paint hazards. For these reasons, it is vital that Fulton County reduce lead-based paint hazards in all federally funded housing activities.

How are the actions listed above integrated into housing policies and procedures?

Fulton County integrates Lead Safe Housing Rule requirements into housing policies and procedures through:

- Certification and training requirements for inspectors;
- Lead-based paint inspections in housing rehab (subject to Final Rule for lead-based paint hazards) and Home Ownership Program (HOP) projects (using Housing Quality Standards protocol);
- Actions to eliminate lead-based paint hazards on these properties if present;
- Provision of lead-based paint hazard forms and lead hazard information pamphlets, evaluation results, and disclosure information, depending on the year the home was built, to buyers and owners participating in the Rehabilitation Emergency Assistance Grant and Home Ownership Program, and provision of a seller’s certification form to the seller of the property; and
- Lead-based paint inspections of all new units available through the Housing Choice Voucher Program (Section 8) by the Housing Authority of Fulton County, using Housing Quality Standards protocol.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

According to the 2020 ACS Fulton County's poverty rate is estimated at 9.38%, below the statewide poverty rate of 14.28%. The county has seen a decrease in poverty since the 2013-2017 5-year estimates, which estimated poverty in the county at 16.0%.

The Fulton County Strategic Plan and Fulton County Comprehensive Plan detail goals for reducing poverty in Fulton County, including:

- Improve the quality, quantity, and accessibility of housing stock across the County
- Encourage a wide variety of housing types to accommodate a range of income levels for current and future residents.
- Senior housing options should expand as the population continues to grow
- Make "Aging in Place" a more achievable reality by aligning with the goals and policies of the Atlanta Regional Commission's Aging-in-Place initiative.
- Develop a sense of community and independence among seniors and intellectually and developmentally disabled (IDD) persons by providing an affordable, safe space to receive care.
- Ensure that the county-wide workforce has the skills needed to meet business demand and opportunities to overcome hiring barriers.
- Expand the County's economic development impact by pursuing opportunities that link to regional economic development efforts, target areas with the greatest need, and increase return on investment.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

The affordable housing, workforce development, and homelessness programs detailed in this plan aim to support the achievement of the housing and economic development goals in the County's Strategic and Comprehensive plans.

To combat poverty and reduce the number of poverty-level families, the County has devoted resources to increasing access to affordable housing, including owner-occupied rehab, loans for eligible first-time homebuyers, tenant-based rental assistance, housing counseling, fair housing education and assistance, and support Community Housing Development Organizations.

Fulton County also combats poverty through funding public services programs, including youth and senior services, services to assist low-income residents, emergency assistance and homelessness prevention, case management, supportive housing, emergency shelter, meals, transportation services, and workforce development.

The County has an Office of Workforce Development designed to help in all aspects of employment, including training, job search assistance, employment fairs, youth internships, and other assistance designed to elevate job opportunities for low wage workers and those in poverty. Fulton County will continue to work with its partners for workforce development services to assist individuals in obtaining employment.

In addition to economic development programs, many homelessness programs and homeless service providers also address expanded employment opportunities as an avenue for combating poverty. LIFT Community Development Corp., for example, provides employment referrals, among other services. Programs aimed at educating youth and young adults, or illiterate adults also combat poverty by developing skills that will allow residents to secure better jobs at higher wages.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Programs and activities proposed in Fulton County's 2025-2029 Consolidated Plan and related Annual Action Plans will be carried out in part by sub-recipients of CDBG and HOME funds with the County acting as an administrator and monitor. As in previous years, the County will carry out housing rehabilitation, and some homeownership and homeless assistance programs, directly.

The Department of Community Development has in place a complete system for monitoring its sub-recipients for all programs. In general, monitoring emphasizes evaluations of progress, performance, and compliance with applicable regulations and procedural requirements. Monitoring shall encompass compliance with applicable federal and state laws and regulations, to include but not be limited to: 24 CFR Part 570 (Entitlement Grants Regulations, OMB Circular A-87, OMB Circulars (OMB) Circular A-122, "Cost Principles for Nonprofit Organizations," and with OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements With Universities, Hospitals and Other Nonprofit Organizations." Performance will be measured against project timetables and objectives specified in contracts or cooperation agreements executed between the County and each sub-recipient.

Monitoring activities will be carried out by the Department of Community Development (or designee), with a staff member assigned as project manager to each sub-recipient of the County's grant funds. For CDBG sub-recipients, Fulton County completes on-site monitoring of its CDBG projects at least one time per year. HOME monitoring is conducted annually to ensure that HOME funds are used in accordance with all applicable federal requirements.

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The table below shows the County's grant allocations for the 2025 program year as announced by HUD, along with anticipated grant funding for the remaining four years covered by this Consolidated Plan. This estimate assumes that funding over those four years will average to be about the same as the 2025 allocations. All grant funds will be used to support the Fulton County Department of Community Development's goals to provide decent affordable housing, a suitable living environment, and expanded economic development.

At the time this document was written, the 2025 allocations were not yet approved by Congress. The 2024 allocations were used to estimate funding over the next five years.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1			Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,254,161.00	0.00	0.00	1,254,161.00	CDBG funds may be used to carry out activities related to housing rehabilitation, demolition and community revitalization, public improvements, public services, economic development, and planning.

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Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	590,862.29	0.00	0.00	590,862.29	2,379,516.00	HOME funds may be used for homebuyer assistance, TBRA, homeowner rehab, affordable housing development, CHDO activities, and program administration.

Table 54 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Fulton County will use federal funds to leverage additional private, state, and local funds where applicable. Fulton County funding serves as gap financing for housing development projects, which typically also include a combination of private and other public funds.

The County will comply with all HOME matching fund contribution requirements as outlined in 92.218 of the HOME regulations. These are anticipated to be satisfied through a mix of match carryovers from prior years as well as other eligible sources. The County provides matching funds of twenty-five cents from the County's General Fund for each HOME dollar expended for the Home Ownership Program (HOP). Also, in the

Home Ownership Program, the difference between the appraised value and the sales price is acknowledged to be a donation to affordable housing and counted toward the match requirement. Interest forgone on below market loans issued through the HOP program are also considered sources of eligible match.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

CDBG funding will be used to develop public facilities for public purposes using existing owned properties to include parks, recreational facilities, and community centers in low- and moderate-income areas of the County. Sidewalks, including accessibility improvements for sidewalks and curbs, may be installed in these areas, especially in locations with high pedestrian use such as routes commonly used by school children or people walking to public transportation and shopping.

Discussion

Not applicable

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase Access to/Quality of Affordable Housing	2025	2029	Affordable Housing	Countywide	Affordable Housing	CDBG: \$192,014.00 HOME: \$531,776.29	Homeowner Housing Rehabilitated: 20 Household Housing Unit Direct Financial Assistance to Homebuyers: 13 Households Assisted Tenant-based rental assistance / Rapid Rehousing: 25 Households Assisted Rental Units Constructed: 2 Housing Units
2	Public Facility Improvements	2025	2029	Non-Housing Community Development	Countywide	Public Facilities Improvements	CDBG: \$420,000.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 8890 Persons Assisted

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Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Infrastructure Improvements	2025	2029	Non-Housing Community Development	Countywide	Infrastructure Improvements	CDBG: \$400,000.00	Public service activities other than Low/Moderate Income Housing Benefit: 28000 Persons Assisted
4	Program Administration	2025	2029	Administration	Countywide	Program Administration	CDBG: \$182,147.00 HOME: \$59,086.00	Other: 1 Other
5	Fair Housing Education and Services	2025	2029	Affordable Housing		Fair Housing Education and Services	CDBG: \$60,000.00	Public service activities other than Low/Moderate Income Housing Benefit: 30 Persons Assisted

Table 55 – Goals Summary

Goal Descriptions

1	Goal Name	Increase Access to/Quality of Affordable Housing
	Goal Description	The County will utilize funds to provide safe affordable residential opportunities, including rental housing, housing for homeownership, TBRA and direct assistance to homebuyers, for low- and moderate-income households, including projects located near employment, transportation, and other community resources.
2	Goal Name	Public Facility Improvements
	Goal Description	The County will use CDBG funds to make improvements to streets, sidewalks, stormwater infrastructure facilities, and water and sewer infrastructure in communities throughout the County, as needed over the next five years.

3	Goal Name	Infrastructure Improvements
	Goal Description	Recreation improvements in the County are important to support the quality of life by providing adequate open space and recreation opportunities. The County will continue to support its various community development needs through upgrades to existing recreation amenities and creating new opportunities.
4	Goal Name	Program Administration
	Goal Description	Support administration and delivery of HOME and CDBG activities.

Projects

AP-35 Projects – 91.220(d)

Introduction

The projects listed below represent the activities Fulton County plans to undertake during the 2025 program year to address the goals of providing decent affordable housing, promoting a suitable living environment, and encouraging economic opportunity. The allocation of funding for the 2025 projects has been determined based on overall priority needs of county residents and community input received during the planning process.

Projects

#	Project Name
1	CDBG Program Administration
2	College Park: Charles E. Phillips Park Improvements
3	East Point: Water Main Infrastructure Replacement Initiative
4	Fairburn: Orchard Street & Strickland Pedestrian Improvements
5	Hapeville: John Lewis Memorial Park Improvements
6	Union City: Shannon Parkway Phase II
7	Palmetto: Groundwater Line Looping
8	HOME Program Administration
9	Home Ownership Program
10	Tenant-Based Rental Assistance
11	HOME Program CHDO
12	Fair Housing Activities
13	Housing Rehabilitation Program

Table 56 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

In allocating funding, Fulton County prioritized affordable housing, homelessness, and community revitalization (including facility, park, and infrastructure improvements), which emerged as critical needs during the Consolidated Planning process. Fulton County does not designate specific areas for allocation of funds as part of its strategic use of HUD grant funds. Instead, the County's programs are designed to serve eligible individuals and households throughout the County's service area.

Obstacles to meeting underserved needs include limited funding availability, limited affordable housing development opportunities and shovel-ready projects, and increased development costs.

AP-38 Project Summary
Project Summary Information

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1	Project Name	CDBG Program Administration
	Target Area	Countywide
	Goals Supported	Program Administration
	Needs Addressed	Program Administration
	Funding	CDBG: \$182,147.00
	Description	
	Target Date	12/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	Not Applicable
	Location Description	Fulton County Department of Community Development, 137 Peachtree Street SW, Atlanta, Georgia 30303
	Planned Activities	Costs related to overall planning and execution of CDBG-assisted activities. Matrix Cod 21A
2	Project Name	College Park: Charles E. Phillips Park Improvements
	Target Area	Countywide
	Goals Supported	Public Facility Improvements Infrastructure Improvements
	Needs Addressed	Infrastructure Improvements
	Funding	CDBG: \$120,000.00
	Description	
	Target Date	12/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	Citywide – City of College Park 61.5% (8,890 LMI individuals)
	Location Description	4400 Herschel Road, College Park GA, 30337
	Planned Activities	Park improvements Matrix Code 03F
3	Project Name	East Point: Water Main Infrastructure Replacement Initiative
	Target Area	Countywide
	Goals Supported	Public Facility Improvements Infrastructure Improvements

	Needs Addressed	Public Facilities Improvements
	Funding	CDBG: \$150,000.00
	Description	
	Target Date	12/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	BG 3 CT 112.02 – 86% LMI; 400 LMI individuals, BG 4 CT 112.02 – 29.80% LMI; 225 LMI individuals, BG 6 CT 112.02 – 71.1% LMI; 345 LMI individuals
	Location Description	2025 Hamiton Ave - 1757 Park St (West End of the Project / 1700 Hamilton Ave (Center Point of Project / 2957 Main St (East End of the Project).
	Planned Activities	Infrastructure Improvement Matrix Code 03J
4	Project Name	Fairburn: Orchard Street & Strickland Pedestrian Improvements
	Target Area	Countywide
	Goals Supported	Public Facility Improvements Infrastructure Improvements
	Needs Addressed	Infrastructure Improvements
	Funding	CDBG: \$180,000.00
	Description	
	Target Date	12/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	BG 2 CT 105.35 – 30% LMI (240 individuals) Adjacent: BG 1 CT 105.19 – 87.9% LMI (1,600 LMI individuals), BG 2 CT 105.26 – 63.8% LMI (775 LMI individuals), BG 1 CT 105.27 – 70.8% LMI (910 LMI individuals), BG 1 CT 105.28 – 54.7% LMI (235 LMI individuals), BG 3 CT 105.28 – 54.4% LMI (525 LMI individuals)
	Location Description	Orchard Street & Strickland, Fairburn GA BG 2 CT 105.35 – 30% LMI (240 individuals)Adjacent: BG 1 CT 105.19 – 87.9% LMI (1,600 LMI individuals), BG 2 CT 105.26 – 63.8% LMI (775 LMI individuals), BG 1 CT 105.27 – 70.8% LMI (910 LMI individuals), BG 1 CT 105.28 – 54.7% LMI (235 LMI individuals), BG 3 CT 105.28 – 54.4% LMI (525 LMI individuals)
	Planned Activities	Infrastructure Improvement Matrix Code 03L
	Project Name	Hapeville: John Lewis Memorial Park Improvements

5	Target Area	Countywide
	Goals Supported	Public Facility Improvements Infrastructure Improvements
	Needs Addressed	Public Facilities Improvements
	Funding	CDBG: \$120,000.00
	Description	
	Target Date	12/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	Citywide – City of Hapeville 60.9% LMI (4,000 LMI individuals)
	Location Description	488 King Arnold Street
	Planned Activities	Park improvements Matrix Code 03F
6	Project Name	Union City: Shannon Parkway Phase II
	Target Area	Countywide
	Goals Supported	Public Facility Improvements Infrastructure Improvements
	Needs Addressed	Public Facilities Improvements Infrastructure Improvements
	Funding	CDBG: \$180,000.00
	Description	
	Target Date	12/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	Citywide – City of Union City 64.4% LMI (21,925 LMI individuals)
	Location Description	0 Shannon Blvd. Union City GA
7	Project Name	Palmetto: Groundwater Line Looping
	Target Area	Countywide
	Goals Supported	Public Facility Improvements Infrastructure Improvements
	Needs Addressed	Infrastructure Improvements

	Funding	CDBG: \$70,000.00
	Description	
	Target Date	12/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	BG 1, CT 104.01: 53.8% LMI (840 LMI individuals)
	Location Description	201 & 209 Sims St / 221 & 223 Spring St / 203 & 208 Elm St / 202 & 206 Rahae St / 201 & 217 Blossom St / 205 & 215 Pleasant St.
	Planned Activities	Infrastructure Improvement Matrix Code 03J
8	Project Name	HOME Program Administration
	Target Area	Countywide
	Goals Supported	Program Administration
	Needs Addressed	Program Administration
	Funding	HOME: \$59,086.00
	Description	
	Target Date	12/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Countywide
	Planned Activities	Program administration costs related to the overall planning and execution of HOME-assisted affordable housing activities.
9	Project Name	Home Ownership Program
	Target Area	Countywide
	Goals Supported	Increase Access to/Quality of Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	HOME: \$115,000.00
	Description	
	Target Date	12/31/2025

	Estimate the number and type of families that will benefit from the proposed activities	Approximately 13 first time homebuyers will benefit from the proposed activity.
	Location Description	Specific locations within the Fulton County entitlement jurisdiction to be determined during the program year
	Planned Activities	Down payment assistance to first time homebuyers.
10	Project Name	Tenant-Based Rental Assistance
	Target Area	Countywide
	Goals Supported	Increase Access to/Quality of Affordable Housing
	Needs Addressed	Affordable Housing Housing and Services for Homeless
	Funding	HOME: \$328,146.29
	Description	
	Target Date	12/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	Tenant based rental assistance / rapid rehousing: 25 households assisted
	Location Description	Specific locations within the Fulton County entitlement jurisdiction to be determined during the program year
	Planned Activities	Specific locations within the Fulton County entitlement jurisdiction to be determined during the program year
11	Project Name	HOME Program CHDO
	Target Area	Countywide
	Goals Supported	Increase Access to/Quality of Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	HOME: \$88,630.00
	Description	
	Target Date	12/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	Rental Units Constructed; 2 units

	Location Description	Countywide
	Planned Activities	CHDO eligible activities
12	Project Name	Fair Housing Activities
	Target Area	Countywide
	Goals Supported	Fair Housing Education and Services
	Needs Addressed	Fair Housing Education and Services
	Funding	CDBG: \$60,000.00
	Description	Fair Housing education services for residents, community organizations, and housing providers. Fair Housing complaint investigation services.
	Target Date	12/31/2026
	Estimate the number and type of families that will benefit from the proposed activities	Fair housing activities to benefit approximately 30 low/moderate income residents.
	Location Description	Specific locations within the Fulton County entitlement jurisdiction to be determined during the program year.
	Planned Activities	Fair housing education Matrix Code 05J
13	Project Name	Housing Rehabilitation Program
	Target Area	Countywide
	Goals Supported	Increase Access to/Quality of Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$192,014.00
	Description	Program to provide minor home rehabilitation improvements for senior citizens.
	Target Date	12/31/2026
	Estimate the number and type of families that will benefit from the proposed activities	Housing units rehabbed: 20
	Location Description	Specific locations within the Fulton County entitlement jurisdiction to be determined during the program year
	Planned Activities	Housing rehabilitation for senior households. Matrix code 14A

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The Fulton County entitlement jurisdiction covers unincorporated Fulton County, as well as the cities of Alpharetta, College Park, East Point, Fairburn, Hapeville, Mountain Park, Palmetto, and Union City, who executed a cooperation agreement with Fulton County during urban county requalification process. The cities of Atlanta, Roswell, Sandy Springs, and South Fulton do not participate through Fulton County and receive their own HUD grant allocations. Chattahoochee Hills and Milton do not participate in the Urban County, and do not receive HUD entitlement funds on their own.

Geographically, the Fulton County entitlement jurisdiction is divided into disparate north and south portions by the cities of Atlanta, Roswell, and Sandy Springs, which lie in the middle of the county. While HUD-funded activities that qualify on an area basis may be located in any income-eligible areas with the entitlement jurisdiction, all of Fulton County's low- and moderate-income census tracts are located in southern Fulton County. Thus, CDBG-funded public facility and infrastructure improvements completed over the current Consolidated Plan will be targeted to the southern portion of Fulton County, unless they serve a population that is specifically eligible for assistance (e.g., seniors, people with disabilities, victims of domestic violence).

Geographic Distribution

Target Area	Percentage of Funds
Countywide	100

Table 57 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Fulton County does not designate specific areas for allocation of funds as part of its strategic use of HUD grant funds. Instead, the County's programs are designed to serve low- and moderate-income individuals and households throughout the County's service area.

The County chooses not to designate specific geographic target areas so that it may concentrate on priority needs for services and improvements based on eligibility, availability of funds, and readiness to proceed.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

During the 2025 program year, Fulton County will assist 38 households with housing needs. Using HOME funds, the County anticipates providing tenant-based rental assistance to 25 households and assisting 13 homebuyers purchase homes.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	60
Special-Needs	0
Total	60

Table 58 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	25
The Production of New Units	2
Rehab of Existing Units	20
Acquisition of Existing Units	13
Total	60

Table 59 - One Year Goals for Affordable Housing by Support Type

Discussion

The above goals are based on the accomplishment goals set in the Projects section AP 35 and prior year performance.

AP-60 Public Housing – 91.220(h)

Introduction

The Housing Authority of Fulton County (HAFC) operates Public Housing and Housing Choice Voucher programs in Fulton County. As of 2023, the HAFC operates or assists 1,958 total units of affordable housing. 960 assisted families utilize housing choice vouchers, 132 units are Low Income Housing Tax Credits, 212 units are project-based vouchers (of which 100 resulted from a RAD conversion), and 654 are port vouchers.

The Housing Authority of the City of East Point (EPHA) operates two public housing developments, 35 units at Hurd Homes, and 150 units at Martel Homeless. In addition, the authority subsidizes 12 public housing units as part of the Norman Berry Village development, which managed along with the rest of the development by Northsouth.

Actions planned during the next year to address the needs to public housing

The goal of the HAFC is to provide decent, safe, and sanitary rental housing for eligible families, to provide opportunities, promote self-sufficiency and economic independence for Housing Choice Voucher (HCV) participants. The Mission Statement is "To provide and develop quality affordable housing opportunities for individuals and families while promoting self-sufficiency and community revitalization." HAFC has partnered in six Low-Income Housing Tax Credits (LIHTC) developments, owned, and managed by private entities, with Phase II of the newest development underway. HAFC continues to seek development partners, HUD funding, LIHTC, and other non-federal sources to develop affordable housing construction or rehabilitation.

The HAFC has converted all public housing units in its portfolio to other forms of publicly supported housing other than Sterling Place Apartments located at 144 Allen Road, Sandy Springs, Georgia. The "Partnership Properties" include:

- Arcadia at Parkway Village
- Woodbridge at Parkway Village
- Providence at Parkway Village
- Legacy at Walton Lakes

The EPHA added 180 units of senior housing in the summer of 2020 at Hillcrest Active Adult Community. The second phase of the project is scheduled to begin construction in 2022 with a plan for an additional 160 units.

Actions to encourage public housing residents to become more involved in management and

participate in homeownership

HAFC residents have several opportunities to receive assistance with the home buying process.

- The HAFC is a HUD Certified Housing Counseling Center, which offers Homebuyer Education Workshops to prepare residents to become first-time homebuyers.
- HAFC offers the Family Self-Sufficiency Program – a 5-year program that provides tenants with individual training and supportive services to help the family prepare to transition out of assisted housing programs. The program encourages participants' families' self-sufficiency and helps expand family opportunities that address educational, socio-economic, recreational, and other human service needs.

The EPHA offers the Family Self-Sufficiency Program as well.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

None of the housing authorities in Fulton County are designated as “troubled.”

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Fulton County is covered by the Fulton County Continuum of Care, a network of service providers covering Fulton County (not including the City of Atlanta). The Fulton County Continuum of Care brings together housing and service providers to meet the needs of homeless individuals and families. Fulton County is in the process of completing a Homeless Plan that will seek to align existing planning efforts related to homelessness to foster a more consistent approach to homelessness and affordable / low-cost housing.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Coordinated Intake and Assessment System (CIAS) is designed to complete outreach and recruit homeless individuals and families throughout the geographic area of Fulton County, to assess their individual needs and facilitate access to services in response to those identified needs. CIAS utilizes a multi-tiered approach which requires the operation of an Assessment Center centrally located in both the south and north areas of Fulton County.

Over the next year, the CoC and other homeless housing and service providers in Fulton County will continue reaching out to homeless persons, including unsheltered persons, through emergency shelter, meals, transportation, counseling, and case management. One of the objectives of Fulton County's draft Homeless Plan is to prioritize unsheltered and vulnerable households, with strategies that include training and support for service providers and integrated services with behavioral health and healthcare systems. The GA 502 Fulton County CoC and Fulton County established Homeless Assessment Centers at the North and South Fulton Annex offices in an effort to establish a collective community and county approach to supporting and providing solutions to homelessness and homeless prevention.

The GA 502 CoC hosts six CoC membership meetings a year to discuss homeless issues and strategies; provide ongoing updates through a newsletter and public announcements. Additionally, the CoC sponsors periodic workshops.

Hope through Soap provides outreach primarily in the North Fulton County area. They send referrals to the County Assessment Center for follow-up.

Addressing the emergency shelter and transitional housing needs of homeless persons

According to the 2024 HIC, there are 127 year-round emergency shelter beds in the County. Of these, the majority are for families with children. There are also 119 Transitional Housing units. The 2024 PIT

counted 185 total sheltered, 77 in emergency shelters and 108 in transitional housing. There were 154 unsheltered individuals, implying shelter beds were available on the night of the PIT.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The County will also work to increase the availability of affordable housing in Fulton County by using HOME funds to support the development of new affordable rental housing.

The GA 502 Fulton County CoC and Fulton County established Homeless Assessment Centers at the North and South Fulton Annex offices in an effort to establish a collective community and county approach to supporting and providing solutions to homelessness and homeless prevention.

A focus for the County is to increase the inventory of diversion, rapid rehousing, and permanent supportive housing to successfully divert or quickly rehouse all eligible households.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Over the next year, housing and service providers in Fulton County will continue to work together to prevent homelessness in populations who are vulnerable to or at risk of homelessness. Organizations and resources to prevent homelessness that will be in place during the 2025 program year in Fulton County include:

- North Fulton Community Charities provides emergency financial assistance, thrift shop, food bank, government benefits screening, and rapid rehousing.
- The Community Assistance Center provides rental assistance, food, clothing and education resources for homelessness prevention.
- LIFT Community Development Corp. provides housing and shelter referrals, life and financial skills training, food and clothing giveaways, transportation assistance, education and employment referrals, and mental health and wellness assessments.
- HOPE Atlanta (Travelers Aid) provides rental and security deposit assistance, housing search assistance, one-on-one support, and rapid rehousing, as well as emergency services, crisis

intervention, transitional and permanent supportive housing for persons living with HIV/AIDS. HOPE Atlanta's Supportive Services for Veterans and their Families Program funds rapid re-housing and prevention assistance to homeless veteran households.

According to the County's HOME-ARP Allocation Plan, 12% of its HOME-ARP funding will be for supportive services, recognizing that long term supportive services are critical to ensuring stability and success in permanent housing for vulnerable households.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

During the 2025 program year, Fulton County will provide HOP – Homeownership program funds to help lower income households become homeowners. Removing the barrier for African American households to become homeowners is a means to building generational wealth.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In January 2019, the Fulton County Board of Commissioners passed a resolution urging municipalities in Fulton County to implement affordable housing policies. The resolution allows the Development Authority of Fulton County to apply local affordable housing ordinances to any multi-family projects completed through the Development Authority.

The Analysis of Impediments to Fair Housing Choice (AI) completed for Atlanta and Fulton County in September 2020 identified barriers to affordable housing and homeownership. One primary barrier is the shortage of available units in areas of economic opportunity. The lack of investment in high opportunity areas and instead concentrating on affordable housing in areas where there are already high concentrations of racial and ethnic minorities further exacerbate poverty and lack of housing choice. For persons with disabilities, the problems are magnified. There is a shortage of housing served by transit and other amenities. Zoning in many communities defines “family” in restrictive way that prevents development of shared housing and make it difficult to work with the ordinances that rely on variances and SUPs rather than reasonable accommodation. Language also creates a barrier to access to housing.

Programs funded by Fulton County that seek to overcome these barriers include HOP and rental development programs. Public facility improvements in lower income areas alleviate some of the investment barriers in these areas.

The County also uses CDBG funds for Fair Housing education services for residents, community organizations, and housing providers. Additionally, funds aid Fair Housing complaint investigation services.

AP-85 Other Actions – 91.220(k)

Introduction:

This section details Fulton County's actions planned to ensure safe and affordable housing for its residents, along with plans to meet underserved needs, reduce poverty, develop institutional structure, and enhance coordination between public and private sector housing and community development agencies.

Actions planned to address obstacles to meeting underserved needs

Fulton County identified the underserved needs as: affordable housing and homeownership opportunities, rehabilitation assistance for low-income homeowners, homeless prevention and rapid-rehousing, supportive services for persons experiencing homelessness and special needs populations, fair housing enforcement and education and community revitalization (including facility, park, and infrastructure improvements).

To help remove obstacles to meeting underserved needs and improve service delivery, Fulton County supports the continued development of the Fulton County Continuum of Care, a collaborative to coordinate the work of social service organizations, disseminate news and information, eliminate duplication of effort, and spearhead community-wide solutions to local needs. Fulton County will provide funding to address underserved needs through CDBG, HOME, and general fund commitments in support of programs that address these needs. Such programs include:

- Housing development and homeownership
- Tenant Based Rental Assistance
- Community projects to improve parks, remove handicap barriers, improve sidewalks, water and sewer facilities

The Analysis of Impediments to Fair Housing Choice (AI) completed for Atlanta and Fulton County in September 2020 identifies obstacles to having a more equitable housing choice as well as institutional obstacles. Lack of knowledge of fair housing protection and redress results in lack of reporting. Lack of knowledge also presents obstacles facing persons with disabilities from seeking protection through fair housing laws. Training has been offered and will continue to be offered to advocacy groups and individuals seeking to address the needs of persons with disabilities.

Actions planned to foster and maintain affordable housing

Fulton County will continue to offer their core programs – including home purchase assistance and tenant-based rental assistance – in order to foster housing affordability. HOME funds will also be used to support the development of new affordable housing, including multifamily rental developments and homeownership opportunities. The County will continue to use HOME funds to support the

development of affordable housing by a local CHDO.

In addition to specific programs designed to foster and maintain affordable housing, the County will encourage participating jurisdictions to review their zoning ordinances for prospective barriers to affordable housing development, and to make amendments as needed.

Actions planned to reduce lead-based paint hazards

In its implementation of the housing rehabilitation program, Fulton County will conduct lead-based paint inspections associated with the housing rehabilitation and homeownership programs and, if a hazard is found, remediation will be completed, or interim controls applied. These actions will both reduce lead exposure risk and help to maintain the county's older, lower, and moderately priced housing. Any housing rehabilitation activities conducted using HOME and CDBG funds will continue to be monitored closely for any potential lead exposure.

Actions planned to reduce the number of poverty-level families

Over the FY 2025 program year, Fulton County will continue its workforce development programs through WorkSource Fulton to connect individuals with job skills and employment. Homeless service providers will continue to offer job search and resume assistance. A focus on improving the jobs/housing balance in existing and emerging job centers in Fulton County will aim to help poverty-level families access more employment opportunities, while potentially lowering transportation and housing costs.

CDBG and HOME funds will continue to enforce the provisions of Section 3 providing Employment Opportunities to low-income residents of Fulton County. To the extent possible, Section 3 gives priority to hiring workers for federally funded projects over \$200,000 and to contracting and subcontracting with businesses that are Section 3 certified.

Actions planned to develop institutional structure

Fulton County has developed a robust administrative structure to manage its CDBG and HOME funds. The County's Department of Community Development offers technical assistance sessions for potential subrecipients, CHDOs, and contractors to learn how to effectively administer funding from the CDBG and HOME programs. In addition to working with organizations, the County's citizen participation process is designed to keep constituents abreast of funding plans and make engaged and informed citizens another vital part of the institutional structure.

The CoC hosts 6 membership meetings a year to discuss homeless issues and strategies; provide ongoing updates through a newsletter and public announcements. Additionally, the COC sponsors periodic workshops. These venues allow the County to be involved in the overall system to address

homelessness.

The AI pointed to the need to address education and knowledge of Fair Housing protections. Metro Fair Housing Services, Inc., a nonprofit fair housing advocacy organization whose service area includes Fulton County and the City of Atlanta, was awarded grant funding under HUD's Fair Housing Initiatives Program (FHIP) in 2020. Under the FHIP, HUD awards grant money to local fair housing advocacy organizations who assist persons believed to have been harmed by discriminatory housing practices; to help people identify government agencies that handle complaints of housing discrimination; to conduct preliminary investigation of claims; to carry out testing and enforcement activities to prevent or eliminate discriminatory housing practices; and to educate the public and housing providers about equal opportunity in housing and compliance with the fair housing laws. Both HUD and the Georgia Department of Justice adjudicate complaints. CDBG funding is also granted to Metro Fair Housing Services, Inc.

The County will continue to strengthen its outreach to limited-English speaking persons in accordance with the Language Access Plan.

Actions planned to enhance coordination between public and private housing and social service agencies

Fulton County will continue to be an active participant in the Fulton County Continuum of Care. The CoC promotes community-wide commitment to its goals of ending homelessness; quickly re-housing homeless individuals and families; effective utilization of mainstream resources; optimizing consumer self-sufficiency. Membership includes emergency, transitional, and permanent housing providers, nonprofit social service organizations, and government agencies.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Fulton County will continue to receive CDBG and HOME funding in 2025.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
<TYPE=[text] REPORT_GUID=[A698417B4C924AE0218B42865313DACF] DELETE_TABLE_IF_EMPTY=[YES]>	
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	0.00%

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(I)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

Fulton County does not anticipate investing HOME funds in other forms than described in 24 CFR

Section 92.205(b) of the HOME Investment Partnerships Final Rule regulations effective October 1, 1996 and as subsequently amended. The County will notify HUD as appropriate if any changes are proposed and follow the applicable substantial amendment process as outlined in the County's Citizen Participation Plan.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

If direct subsidy is given to a homebuyer HOME funds shall be subject to Recapture. If no direct subsidy is given to a homebuyer, the purchase shall be subject to Resale.

The amount of subsidy to recapture is limited to the direct homebuyer assistance that was provided. If a homebuyer sells the home before the HOME affordability period has expired, the owner must repay HOME funds in accordance with the County's program guidelines as follows:

Federal regulations for the HOME Program specify certain requirements for recapture provisions when HOME funds are used to assist with homeownership purchase. The housing unit must be the principal residence of the household throughout the affordability period. To ensure affordability, the County has imposed the recapture mechanism to collect all of the direct HOME funds when the recipient decides to sell the house within the affordability period or no longer resides in the home as their principal residence. The following is exercised: (1) the homebuyer may sell the property to any willing buyer; (2) the sale of the property during the affordability period triggers repayment of the direct HOME funds that the buyer received when he/she originally purchased the home.

A lien will be placed on the property and recorded with the County Recorder to assure the First Time Homebuyer Program deferred loan is repaid in the event of a default under the loan terms and conditions during the loan's affordability period. Full repayment of the HOME funds is required when a resale occurs during the affordability period, or the homeowner no longer occupies the home as their principal residence. However, if there are no net proceeds or insufficient proceeds to recapture the full amount of HOME funds invested, the amount subject to recapture will be limited to what is available from net proceeds (net proceeds are the sales price minus superior loan repayments and any closing costs).

Once the HOME funds are repaid, the property is no longer subject to any HOME restrictions. Recaptured funds must be used to carry out HOME eligible activities in accordance with the HOME guidelines and are not considered proceeds.

The Resale Provision restricts the homebuyer's ability to resell. If a homebuyer sells the home before the HOME affordability period has expired, the owner must resell the home to a low-income buyer whose household income does not exceed 80% of area median income. If the house is in the

NSP Program the homebuyer's income can go up to 120% of area median income.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Federal regulations for the HOME Program specify certain requirements for resale. The affordability period is based on total HOME investment in the property. The housing unit must be the principal residence of the household throughout the affordability period. To ensure affordability, the County has imposed the resale mechanism to keep the house affordable to low-income homebuyers when the recipient decides to sell the house within the affordability period or no longer resides in the home as their principal residence. The following is exercised: (1) the homebuyer may sell the property to a willing buyer that meets HUD's low-income eligibility; (2) the seller must receive a "fair return" on original investment plus improvements. A restrictive covenant will be placed on the property and recorded with the County Recorder to assure the home remains affordable.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:
5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)). *<TYPE=[text] REPORT_GUID=[A0BBB986408D8C25582AC4BE59FA99C5]>*

Fulton County does not plan to use HOME funds to refinance existing debt and has not established refinancing policy guidelines for the use of HOME funds.

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

Fulton County did not establish preferences or limitations in the HOME ARP Allocation Plan. Not applicable.

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that

limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

Fulton County did not establish preferences or limitations in the HOME ARP Allocation Plan. Not applicable.

Appendix - Alternate/Local Data Sources

1	Data Source Name Surveys
	List the name of the organization or individual who originated the data set. Fulton County Department of Housing and Community Development
	Provide a brief summary of the data set. Surveys were distributed to solicit information as part of the consolidated planning process.
	What was the purpose for developing this data set? The surveys were developed to collect data to assist Fulton county in establishing priorities for the consolidated plan.
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? The comprehensive coverage for data collection was county-wide.
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? 2014
	What is the status of the data set (complete, in progress, or planned)? Complete for developing the Consolidated Plan, however, soliciting community input for using federal funds in their communities is ongoing.

2025-2029 CONSOLIDATED PLAN

2025 ACTION PLAN

Community Development Block Grant
HOME Investment Partnerships Program-

February 3, 2025



AGENDA

- Present overview on the 2025 Consolidated Planning Process
- Present Citizen Participation Plan
- 2025-2029 Strategic Plan Goals
- 2025 Annual Action Plan Proposed Projects

CP & AAP PROCESS



Stakeholder Consultation

Local government, public and private agencies, housing authority, etc.



Housing Market Analysis

Utilize quantifiable data, stakeholder input, and citizen participation to develop this section



Housing and Homeless Needs Assessment

Utilize quantifiable data, stakeholder input, and citizen participation to develop this section



Strategic Plan

Priorities for 2025-2029



Annual Action Plan

Proposed activities for 2025

PROGRESS TO DATE

Conducted a series of workshops with affordable housing providers and advocates; agencies that provide services to unsheltered populations; workforce development providers; community development interests; public housing authorities.

Conducted an online survey

Held a public needs meeting

Draft Consolidated Plan has been on public display

FY 2025-2029 CONSOLIDATED PLAN GOALS

Increase Access to/Quality of Affordable Housing

- Support the development and preservation of rental housing
- Support development of for-sale housing units affordable to low- and moderate-income households and persons with disabilities
- Increase the number of first-time homebuyers through down payment and closing cost assistance
- Provide Tenant Based Rental Assistance – HOME

Provide Public Services

- Fund eligible public services to serve low- and moderate-income residents, youth, seniors, people with disabilities, and other special needs populations
- Provide Fair Housing Education and Outreach

FY 2025-2029 CONSOLIDATED PLAN GOALS

Public Facility Improvements

- Provide improvements to community centers, non-profit service provider facilities in income-eligible areas.
- Demolition of unsafe structures

Public Infrastructure Improvements

- Fund infrastructure improvements and public facilities such as sidewalks, street lighting, pedestrian facilities, ADA improvements.

2025 ALLOCATIONS

These figures are used as estimates for planning purposes and are based on 2024 allocations

CDBG: \$ 1,254,000

HOME: \$595,000

CDBG PROJECT ALLOCATIONS

PARK IMPROVEMENTS

College Park: Charles E. Phillips Park Improvements

CDBG: \$181,500

Project includes site demolition; grading; playground equipment replacement.

Hapeville: John Lewis Memorial Park Improvements

CDBG: \$100,000

Funds needed to purchase turf as stored materials

Palmetto: Undetermined location

CDBG: \$85,500

Union City: Shannon Parkway Phase II

CDBG: \$285,406

Project includes creation of a new park anchor with greenspace, playground, and restrooms

INFRASTRUCTURE IMPROVEMENTS

East Point: Water Main Infrastructure Replacement Initiative

CDBG: \$171,000

Project will upgrade undersized water mains

Fairburn: Orchard St & Strickland Pedestrian Improvements

CDBG: \$180,000

Project includes installation of new sidewalk to ADA handicap ramp & pedestrian lighting

ADMINISTRATION AND FAIR HOUSING

2025 CDBG Program Administration

CDBG: \$250,851

Program administration costs related to the overall planning and execution of CDBG-assisted community development activities, in accordance with the CDBG administrative cap. Up to 20 percent of each year's CDBG grant plus program income can be obligated for planning and administrative costs.

HOME PROJECT ALLOCATIONS

HOME PROJECT ALLOCATIONS

2025 Home Ownership Program

HOME: \$115,000

Loans to eligible first-time homebuyers to assist with down payment costs related to eligible home purchases in Fulton County.

2025 Tenant-Based Rental Assistance

HOME: \$331,168

Reimbursement to contracted partner(s) to provide tenant-based rental assistance programs for extremely low- and low-income households.

2025 HOME Program CHDO

HOME: \$89,232

Set aside funds for CHDO Activities.

2025 HOME Program Administration

HOME: \$59,480

Program administration costs related to the overall planning and execution of HOME-assisted affordable housing activities, in accordance with the HOME administrative cap. Up to 10 percent of each year's HOME grant plus program income can be obligated for planning and administrative costs.

QUESTIONS AND PUBLIC COMMENTS



CONTACTS:

Stanley Wilson, Director: stanley.wilson@fultoncountyga.gov

Mia Redd, Deputy Director: Mia.Redd@fultoncountyga.gov

Miranda Barney, Division Manager: Miranda.barney@fultoncountyga.gov

Kim Benjamin, CDBG: kim.benjamin@fultoncountyga.gov

Ann Isaac, ESG: Ann.Isaac@fultoncountyga.gov



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0505

Meeting Date: 7/9/2025

Department

Community Development

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

Request approval to (a) rescind the prior 2025 Community Services Program (CSP) award to the non-profit Saint Joseph's Mercy Care Services, Inc. in the amount of \$30,000.00; and (b) reallocate the rescinded funding in the amount of \$30,000.00 to the non-profit Open Hand Atlanta, Inc.

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

Pursuant to O.C.G.A. Sec. 36-1-19.1, the Board of Commissioners may appropriate money for or the making of any grant or contribution for purely charitable purposes in the form of contracts for services, with "purely charitable purposes" meaning charitable, benevolent, or philanthropic purposes for health, education, social welfare, arts and humanities, or environmental organizations. Additionally, Fulton County Code Sec. 1-117 provides that the Board of Commissioners has exclusive jurisdiction and control in directing and controlling all the property of the county, as they may deem expedient, according to law, having the care, management, keeping, collecting, or disbursement, of money belonging to the county, or appropriated for its use, making such rules and regulations for the support of the poor of the county, and for the promotion of health, as are not inconsistent with law, and to exercise such other powers as are granted by law, or are indispensable to their jurisdiction over county matters and county finances.

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of*

the action that gives an overview of the relevant details for the item.)

The Department of Community Development requests approval to rescind prior 2025 Community Services Program (CSP) award to the non-profit Saint Joseph's Mercy Care Services, Inc. (identified in Attachment "A") in the amount of \$30,000.00. Saint Joseph's Mercy Care Services, Inc. has respectfully declined the 2025 CSP Award due to internal program planning and budget alignment challenges that prevent them from moving forward with program implementation at this time. The department therefore requests approval to reallocate the rescinded funding in the amount of \$30,000.00 to the non-profit Open Hand Atlanta, Inc. (identified in Attachment "B"). Open Hand Atlanta, Inc. did not receive an initial 2025 CSP award as funds were exhausted.

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

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

Department Recommendation: Request approval to rescind prior 2025 Community Services Program (CSP) award to the non-profit Saint Joseph's Mercy Care Services, Inc. in the amount of \$30,000.00. Request approval to reallocate the rescinded funding in the amount of \$30,000.00 to the non-profit Open Hand Atlanta, Inc.

Project Implications: General funding in the amount of \$5,363,958.00 for the Community Services Program funding was approved by the Fulton County Board of Commissioners at the January 29, 2025, Second Regular Meeting (Agenda item# 25-0070). The Board Commissioners approved the 2025 CSP funding recommendations on May 21, 2025 (Agenda Item# 25-0398). The funding is being rescinded prior to formal execution of a contract between the parties.

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

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

Total Contract Value

This Request: \$30,000.00

Fiscal Impact / Funding Source

Funding Line 1:

Agenda Item No.: 25-0505

Meeting Date: 7/9/2025

100-121-CSG2-1160

Attachment "A"
2025 Community Services Program - Declined Award

	Agency Name:	Program Name:	Service Category:	2025 Declined Award Amount:
1	Saint Joseph's Mercy Care Services, Inc.	Substance Use Disorders	Health and Wellness	\$30,000.00

Attachment "B"
2025 Community Services Program Additional Recommendations

	Agency Name:	Program Name:	Service Category:	2025 Additional Recommended Amount:
1	Open Hand Atlanta, Inc.	Open Hand Medically Tailored Meals for Potentially Food Insecure Fulton County Seniors	Senior Services	\$30,000.00



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0508

Meeting Date: 7/9/2025

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

Presentation of Proclamations and Certificates.

Proclamation recognizing "Fulton County Police Department 50th Anniversary Appreciation Day."
(Pitts/BOC)

Proclamation recognizing "Disability Awareness Day." (Thorne/Barrett/BOC)



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0510

Meeting Date: 7/9/2025

Department

Police

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

Alcoholic Beverages Licenses - Request public hearing and approval for license application submitted by LG Drinks LLC DBA Crispy Cool, for the manufacturer of Distilled Spirits at 3700 Wendell Drive, Ste 21, Atlanta, Georgia 30336.

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

Final approval by the Board of Commissioners and Public Hearing is required by the Fulton County Alcoholic Beverage License Ordinance; Section 6-201 (a) (c).

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.)*

The Police Department recommends a public hearing and approval to be held on July 9th 2025 for the following alcohol beverage application.

LG Drinks LLC DBA Crispy Cool whose owners Mr. Jason Holdway and Ms. Mikenzie Holdway have made application to the Board of Commissioners for the manufacturer of distilled spirits at the business located at 3700 Wendell Drive, Ste 21, Atlanta, Georgia 30336.

The application was received by the Police Department on May 20, 2025 and complies with the Alcohol Beverage License Ordinance Section 6-20. Applicable requests for compliance review have been made to the following departments and approved: Police, Fire, Zoning, Code Enforcement, and the Board of Education's Risk Management Department. The County Attorney's Office has reviewed the application package and has determined it complies with the Fulton County Alcoholic Beverage License Ordinance.

Department Recommendation: The Police Department recommends a public hearing and approval of this agenda item.

Project Implications: There are no project implications.

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

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

Fiscal Impact / Funding Source: NA

Source of Additional Information

Captain M. Smith, Police Department, 404-613-5719



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0511

Meeting Date: 7/9/2025

Department

Finance

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

Fiscal Year 2025 General Fund Millage Rate Public Hearing.

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

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

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: This is the first of the required public hearings for the proposed General Fund millage rate for 2025. No Board action is required. This public hearing is being held at the Assembly Hall, 141 Pryor Street S.W., Atlanta, GA 30303 and can be accessed virtually using the following link:
https://zoom.us/webinar/register/WN_hezsRy-kS1OfHIDMn3Tldg



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0513

Meeting Date: 7/9/2025

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

To impose penalties against Commissioner Marvin S. Arrington, Jr. (District 5) for violation of the rules of decorum pursuant to Fulton County Code Section 101-68.

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

Summary:

During the June 18, 2025 meeting of the Board of Commissioners, a point of order for a decorum violation was decided by an affirmative supermajority vote of the commissioners present. In accordance with Fulton County Code Section 101-68(b)(2)(d), the clerk to the commission will automatically place the matter on the agenda for the next regularly scheduled meeting of the board of commissioners so that the commissioner found or alleged to be in violation will have an opportunity to be heard before the board considers and votes on the imposition of penalties.

The board will decide whether Commissioner Arrington's action at the June 18, 2025 meeting during the discussion of items 25-0477 and 25-0485 at timestamp 3hr:40min:13sec through 3hr:45min:42sec (available at <https://fulton.granicus.com/player/clip/405>) is conduct that meets any of the following actions which supports a decorum violation per the cited Fulton County Code: FCC Sec. 101-68(a)(3): All commissioners and all staff members shall treat each other and the public in a dignified, courteous and respectful manner; value all opinions; be tolerant of others and; recognize that disrespectful behavior damages the perception of the county.

FCC Sec. 101-68(a)(4): All commissioners shall use decorous language in addressing fellow commissioners and staff, and shall make no personal attack or personally derogatory remark to or about any commissioner or staff member

FCC Sec. 101-68(a)(5): Use of obscene or profane language is prohibited and shall constitute a breach of decorum

FCC Sec. 101-68(d)(4)(a): Conduct that a reasonable person would find to be hostile, offensive, intimidating humiliating or threatening and is unrelated to a governance or public policy issue presently before the board

FCC Sec. 101-68(d)(4)(c): Conduct that references sexual acts, bodily functions or demeans groups of people due to their religious beliefs or race; that is inherently inappropriate for a formal proceeding before the board; and that a reasonable person would find is vulgar, profane or obscene

FCC Sec. 101-68(d)(4)(f): Any other conduct undertaken for the purpose of disrupting or undermining

the order of any meeting or formal proceeding before the commission

Per Fulton County Code Section 101-68(b)(2)(e)(4), a supermajority of the board must vote to (i) affirm the violation occurred; and (ii) impose a penalty. The penalties that may result from a decorum violation are those set forth in Fulton County Code Section 101-68(d).



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0514

Meeting Date: 7/9/2025

Department

Real Estate and Asset Management

Requested Action

Request approval to utilize cooperative purchasing - Department of Real Estate and Asset Management, Sourcewell Contract RFP #080420, Elevator, Escalators, and Moving Walks with Related Equipment, Services, and Supplies, in the total amount not to exceed \$1,700,000.00 with Thyssenkrupp Elevator (Marietta, GA), to remove and dispose existing escalators and install two (2) new Velino Escalators in the Fulton County Government Center located at 141 Pryor Street Atlanta, GA 30303, in the amount not to exceed \$848,000.00 and to remove and dispose existing escalators and install two (2) new Velino Escalators in the Fulton County Justice Center located at 185 Central Ave SW, Atlanta, GA 30303, in the amount not to exceed \$852,000.00. The Schedule of Work commences upon issuance of the Notice to Proceed through 340 calendar days, with the contract ending upon completion of replacement/installation project as determined by Fulton County.

Requirement for Board Action

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: This cooperative purchasing contract furnishes all materials, labor, tools, equipment, and appurtenances necessary for the replacement and installation of new

escalators in the Fulton County Government and Justice Center Complexes.

1. Government Center Complex (GCC)

The escalators in the Government Center were installed during original construction and have exceeded their useful life expectancy. In July 2021, the Safety Inspector from the Georgia Office of Commissioner of Insurance and Safety Fire ordered the shutdown of both the UP and DOWN escalators citing safety concerns. The escalators cannot be repaired as parts are no longer available for purchase due to the age of the system.

2. Justice Center Tower (JCT)

Existing escalators in the Justice Center Tower are 20+ years old and have exceeded their useful life expectancy. The “Up” escalator unit is currently offline due to a damaged drive motor. A replacement motor is no longer available due to the system’s age. The “Down” escalator was taken offline in 2024 due to the need for replacement step chains and handrails. Given the age of the unit, it is more financially prudent to replace versus repair.

Scope of Work: . The scope of work includes, but is not limited to, the following:

Removal Existing Escalators:

- Provide demolition and removal of existing escalators in both GCC and JCT
- Provide cranes and rigging necessary to complete removal in both GCC and JCT

Installation of New Escalators:

- Install two (2) new TKE Velino Escalators Upper End and Lower End in the GCC
- Install two (2) new TKE Velino Escalators Upper End and Lower End in the JCT

Related Build Work:

- Furnish and install barricades around both sides of bottom escalator. approx. 55' x 20'
- Furnish and install barricades 20' x 6' at top of escalator.
- Furnish and install floor protection top and bottom of escalator Demo out sheetrock below escalator and reframe sheetrock when job is complete.
- Paint ceiling area where sheetrock was demoed.
- Demo sprinklers for removal of escalators Reinstall sprinklers when new escalators are installed.
- Demo four (4) can lights for removal of escalator.
- Reinstall four (4) can lights when job is complete.
- Demo out tile on walls and reinstall tile on walls around escalator.
- When job is completed demo tile floor around top landing of escalator approx. 5' x 15' x 5'

- Furnish and install glass piece on top side of escalator between escalator and wall floor protection at door entrance 3/4 plywood approx. 5' x 15'
- Paint barricades building choice of color.

Note: All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)

Community Impact: This project will promote ease of travel for staff and citizens throughout the affected facilities.

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

The project will be managed by the Department Real Estate and Asset Management (DREAM), Central Fulton Maintenance team.

The estimated time to complete the required replacement/installation is 16 months upon receipt of notice to proceed/or completion of project as determined by Fulton County and purchase order with lead time of materials and equipment.

Project Implications: This contract will allow the necessary modernizations/upgrade of the existing escalators to more reliable and safe equipment systems for both GCC and JCT.

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

Department Issues/Concerns: If utilization of this cooperative purchasing contract is not approved, the County will not be able to provide an immediate comprehensive replacement and installation of new escalators in the Fulton County's Government Center or Justice Center.

Contract Modification: This is a new request.

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

Click or tap here to enter text.

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

Exhibit 1: Sourcwell Contract RFP #080420-TKE

Exhibit 2: Cost Proposals

Exhibit 3: Performance Evaluation

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

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

Contract Attached

Agenda Item No.: 25-0514

Meeting Date: 7/9/2025

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$1,700,000.00
TOTAL: \$1,700,000.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

500-520-5200-ACGE 500EQM Major Program EQUIP Govt Ctr Escalator- \$848,000.00

Funding Line 2:

500-520-5200-ACJE 500EQM, Major Program EQUIP Justice Tower Escalator- \$852,000.00

Key Contract Terms	
Start Date: Upon BOC Approval	End Date: Effective upon issuance of Notice to Proceed through completion of replacement/installation project determined by Fulton County.
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating: 3.6

Would you select/recommend this vendor again?

Yes

Agenda Item No.: 25-0514

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Report Period Start:
1/1/2010

Report Period End:
3/23/2010



CONTRACT EXTENSION

Contract Number: 080420-TKE

Sourcewell	and	TK Elevator
202 12th Street Northeast		114 Townpark Dr NW
P.O. Box 219		
Staples, MN 56479		Kennesaw, Georgia 30144-3715
(Sourcewell)		(Vendor)

have entered into Contract Number: 080420-TKE
for the procurement of: Elevators, Escalators, and Moving Walks with Related Equipment, Services, and
Supplies

The Contract has an expiration date of 2024-08-28 , but the parties may extend the Contract by mutual
consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and
Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional
period, with a new Contract expiration date of 2025-08-28 . All other terms and conditions of the Contract
remain in full force and effect.

Sourcewell

DocuSigned by:

C0FD2A139D06489...
Authorized Signature

Jeremy Schwartz
Name

Chief Operating and Procurement Officer
Title

3/12/2024 | 8:41 AM CDT
Date

DocuSigned by:

DF61D22042884CF...
Authorized Signature

Donna Sams
Name

Supervisor, S&R Contract Analysts
Title

3/13/2024 | 11:22 AM EDT
Date

Escalator Replacement



Fulton County Government Center

TKE Propose to provide two (2) new Velino Escalators based on the description provided below. In addition to providing new escalators, TKE will remove and dispose of the existing escalators. TKE has also included related building work cost for turn-key management of all sub-contractors. Please see RBW scope of work following the escalator description.

TKE Proposal Price: \$848,000

TKE Velino Escalator Description		POS 1
Reference		E1 - E2
Category		Replacement
Product		Velino
Balustrade		Slim
Number of units		2
Rise		4.267 m
Rise		14'
Upper end		2.490 m
Lower end		1.810 m
Angle of inclination		30 °
Number of intermediate supports		0
Seismic support		0.000 m
Distance between supports		11.691 m
Distance Between Supports (required by customer)		11.640 m
Upper End Extension Needed		0.000 m
Lower End Extension Needed		-0.400 m

DESIGN		
Nominal step/pallet width		5EK
Number of flat steps		2 steps (800HOR)
Angle of inclination		30 °

GENERAL		
Travel speed	0,5 m/s	INCLUDED
Transition radius	Standard	INCLUDED
Safety code	CSA/ASME. Extras marked with (*)	INCLUDED

Escalator Replacement



Fulton County Government Center

2019	CSA/ASME certified drive unit with brake plates CSA/ASME pictograms CSA/ASME keyswitches and plug CSA/ASME steps/pallets	INCLUDED
Arrangement	Parallel and adjacent	INCLUDED
Climatic conditions	Indoor (Class I)	INCLUDED

VOLTAGE AND FREQUENCY		
Voltage	Voltage different to 400 between 200 and 600 V	INCLUDED
Main	480 V	INCLUDED
Light & Sockets	120 V	INCLUDED
Frequency	60 Hz	INCLUDED
Cable entry	Supply through the upper head	INCLUDED
Neutral	With neutral*	INCLUDED

BALUSTRADE		
Type of balustrade	SLIM	INCLUDED
Balustrade panels	Clear glass	INCLUDED
Handrail guide	Galvanized	INCLUDED
Under handrail profile	Not applicable	NO
Decking profiles	Stainless steel 304 1,5 mm	INCLUDED
Handrail	Thermoplastic	INCLUDED
Handrail color	Black	INCLUDED
Skirts	Black powder painted zinc-coated steel 2mm	INCLUDED
Floor plates and comb plates	Aluminum with black grooves	INCLUDED
Floor plate frame	Aluminium	INCLUDED
Comb finishing	Yellow	INCLUDED
Handrail inlet	Black plastic	INCLUDED

OUTER CLADDING		
Lateral cladding - One side	No	NO
Soffit cladding	No	NO
Extra weight allowed for cladding	5lbs/sqft	INCLUDED

LIGHTING		
Step gap lighting	Two LED stripe**	INCLUDED

Escalator Replacement



Fulton County Government Center

Pit lighting	Fixed (Oval)**	INCLUDED
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STEPS/PALLETS		
Step/pallet color	Silver	INCLUDED
Step/pallet finishing	Standard	INCLUDED
Step/pallet painted demarcation	2 sides + rear side (*)	INCLUDED
Type of step/pallet	Non ECO	INCLUDED

TRUSS		
Truss protection	Indoor (60µm)	INCLUDED
External supports	Fixed	INCLUDED
Support material	Wood	INCLUDED
Truss without intermediate support	Yes**	INCLUDED
Access cover for intermediate support	No	NO
Length of upper head	Standard	INCLUDED
Length of lower head	Reduced	INCLUDED
Maintenance cover in lower head	No	NO

CONTROL		
Type of controller	GEC (+MAX)	INCLUDED
Preparation for MAX	Yes**	INCLUDED
Controller location	Internal cabinet in upper pit	INCLUDED
Stop with cover and alarm	Yes	INCLUDED
Communications	Ethernet	INCLUDED
Voltage free contacts	Standard (Up / Down / Fault / Stop)**	INCLUDED

SAFETY DEVICES		
Handrail inlet device	Yes*	INCLUDED
Handrail speed sensor	Yes*	INCLUDED
Brake function indicator	Yes*	INCLUDED
Full motor protection	Yes*	INCLUDED
Speed monitoring motor	Yes*	INCLUDED
Step/pallet chain breakage sensor	Yes*	INCLUDED
Step run guard device	Yes*	INCLUDED
Missing step/pallet safety device	Yes*	INCLUDED
Open pit safety device at both heads	Yes	INCLUDED
Skirting safety brushes	Single-row	INCLUDED
Comb plate safety device	Vertical independent from horizontal (*)	INCLUDED

Escalator Replacement



Fulton County Government Center

Phase sequence relay	Yes*	INCLUDED
Anti-static roller	Yes*	INCLUDED
Floor plates lock	Yes*	INCLUDED
Electrical protection in cabinet	IP21	INCLUDED
Electrical protection in motor	IP55	INCLUDED
Buggy device	Lower head (*)	INCLUDED
Drive chain safety devices	Yes (*)	INCLUDED
Skirting microswitches	At landings (*)	INCLUDED
Number of microswitches	4	INCLUDED
Failure display	Inside the controller (*)	INCLUDED
Fire contact in controller	Yes (*)	INCLUDED
Seismic contact in controller	Yes (*)	INCLUDED
Anti-climbing device	Single arrangement (2 units per escalator)**	INCLUDED
Access restriction device	Between escalator and wall (2 units per escalator)**	INCLUDED
Cables in conduits	Plastic conduit (*)	INCLUDED

DRIVE SYSTEM		
Starting mode	Wye-delta	INCLUDED
Operating mode	Constant operation	INCLUDED
Type of motor	Standard	INCLUDED
Motor efficiency	Standard	INCLUDED
Drive chain's maintenance	Standard	INCLUDED
Handrail chain's maintenance	Standard	INCLUDED
Step/pallet chain's maintenance	Standard	INCLUDED
Flywheel motor cover	Yes**	INCLUDED
Auxiliary brake on main shaft	Mechanical ratchet on main shaft (*)	INCLUDED

PREPARATION FOR TRANSPORTATION		
Number of pieces	2 pieces	INCLUDED
Balustrade delivery	With dismantled balustrade	INCLUDED
Unit delivery	Container (pill up when possible)	INCLUDED

OTHERS		
Maintenance control unit	Yes (*)	INCLUDED
Pit access help (step)	Yes**	INCLUDED
Visible logos	Allowed	INCLUDED

SPECIAL PACKAGES		
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Escalator Replacement



Fulton County Government Center

UNITED STATES / CANADA	Yes. Extras marked with (**)	INCLUDED
	Main switch on separate device CSA/ASME visible stamp on glasses A7 relay (only for projects for Canada) Glasses in separate crate	INCLUDED

Related Building Work:

Furnish and install barricades around both sides of bottom escalator.
approx. 55' x 20'

Furnish and install barricades 20' x 6' at top of escalator.

Furnish and install floor protection top and bottom of escalator

Demo out sheetrock below escalator and reframe sheetrock when
job is complete.

Paint ceiling area where sheetrock was demoed.

Demo sprinklers for removal of escalators

Reinstall sprinklers when new escalators are installed.

Demo 4 can lights for removal of escalator.

Reinstall 4 can lights when job is complete.

Demo out tile on walls and reinstall tile on walls around escalator.
when job is complete

Demo tile floor around top landing of escalator approx. 5' x 15' x 5'

Furnish and install glass piece on top side of escalator between
escalator and wall

Floor protection at door entrance 3/4 plywood approx. 5' x 15'

Paint barricades building choice of color.

- **End of Section** -

Escalator Replacement



Fulton County Justice Center

TKE Propose to provide two (2) new Velino Escalators based on the description provided below. In addition to providing new escalators, TKE will remove and dispose of the existing escalators. TKE has also included related building work cost for turn-key management of all sub-contractors. Please see RBW scope of work following the escalator description.

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Travel speed	0,5 m/s	INCLUDED
Transition radius	Standard	INCLUDED
Safety code	CSA/ASME. Extras marked with (*)	INCLUDED

Escalator Replacement



Fulton County Justice Center

2019	CSA/ASME certified drive unit with brake plates CSA/ASME pictograms CSA/ASME keyswitches and plug CSA/ASME steps/pallets	INCLUDED
Arrangement	Parallel and adjacent	INCLUDED
Climatic conditions	Indoor (Class I)	INCLUDED

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Handrail inlet	Black plastic	INCLUDED

OUTER CLADDING		
Lateral cladding - One side	No	NO
Soffit cladding	No	NO
Extra weight allowed for cladding	5lbs/sqft	INCLUDED

LIGHTING		
Step gap lighting	Two LED stripe**	INCLUDED

Escalator Replacement



Fulton County Justice Center

Pit lighting	Fixed (Oval)**	INCLUDED
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Step/pallet painted demarcation	2 sides + rear side (*)	INCLUDED
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Truss without intermediate support	Yes**	INCLUDED
Access cover for intermediate support	No	NO
Length of upper head	Standard	INCLUDED
Length of lower head	Reduced	INCLUDED
Maintenance cover in lower head	No	NO

CONTROL		
Type of controller	GEC (+MAX)	INCLUDED
Preparation for MAX	Yes**	INCLUDED
Controller location	Internal cabinet in upper pit	INCLUDED
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Missing step/pallet safety device	Yes*	INCLUDED
Open pit safety device at both heads	Yes	INCLUDED
Skirting safety brushes	Single-row	INCLUDED
Comb plate safety device	Vertical independent from horizontal (*)	INCLUDED

Escalator Replacement



Fulton County Justice Center

Phase sequence relay	Yes*	INCLUDED
Anti-static roller	Yes*	INCLUDED
Floor plates lock	Yes*	INCLUDED
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Electrical protection in motor	IP55	INCLUDED
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Starting mode	Wye-delta	INCLUDED
Operating mode	Constant operation	INCLUDED
Type of motor	Standard	INCLUDED
Motor efficiency	Standard	INCLUDED
Drive chain's maintenance	Standard	INCLUDED
Handrail chain's maintenance	Standard	INCLUDED
Step/pallet chain's maintenance	Standard	INCLUDED
Flywheel motor cover	Yes**	INCLUDED
Auxiliary brake on main shaft	Mechanical ratchet on main shaft (*)	INCLUDED

PREPARATION FOR TRANSPORTATION		
Number of pieces	2 pieces	INCLUDED
Balustrade delivery	With dismantled balustrade	INCLUDED
Unit delivery	Container (pill up when possible)	INCLUDED

OTHERS		
Maintenance control unit	Yes (*)	INCLUDED
Pit access help (step)	Yes**	INCLUDED
Visible logos	Allowed	INCLUDED

SPECIAL PACKAGES		
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Escalator Replacement



Fulton County Justice Center

UNITED STATES / CANADA	Yes. Extras marked with (**)	INCLUDED
	Main switch on separate device CSA/ASME visible stamp on glasses A7 relay (only for projects for Canada) Glasses in separate crate	INCLUDED

Related Building Work:

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approx. 55' x 20'

Furnish and install barricades 20' x 6' at top of escalator.

Furnish and install floor protection top and bottom of escalator

Demo out sheetrock below escalator and reframe sheetrock when
job is complete.

Paint ceiling area where sheetrock was demoed.

Demo sprinklers for removal of escalators

Reinstall sprinklers when new escalators are installed.

Demo 4 can lights for removal of escalator.

Reinstall 4 can lights when job is complete.

Demo out tile on walls and reinstall tile on walls around escalator.
when job is complete

Demo tile floor around top landing of escalator approx. 5' x 15' x 5'

Furnish and install glass piece on top side of escalator between
escalator and wall

Floor protection at door entrance 3/4 plywood approx. 5' x 15'

Paint barricades building choice of color.

- **End of Section** -



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0515

Meeting Date: 7/9/2025

Department

Real Estate and Asset Management

Requested Action

Request approval to utilize cooperative purchasing - Department of Real Estate and Asset Management, OMNIA Partners Contract #3341 for HVAC Products, Installation, Labor Based Solution and Related Product and Services, in the amount not to exceed \$1,929,310.00 with Trane U.S. Inc. (Doraville, GA), to provide turnkey removal and replacement of existing HVAC mechanical Chiller No. 3 located in the Justice Center Complex at 185 Central Avenue, Atlanta, GA 30303. due to the unit having exhausted its useful life (32 years). Effective upon issuance of Notice to Proceed for 12 months, ending upon completion of the replacement/installation project as determined by Fulton County.

Requirement for Board Action

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background The Fulton County Justice Center (JCC) is cooled by three (3) 900-ton chillers in the Central Energy Plant (CEP). The HVAC equipment in the CEP was installed in 1992. The life-expectancy as outlined by the American Society of Heating Refrigeration and Air-conditioning Engineers (ASHRAE) states that the average life-expectancy of this type of

equipment is 23 years.

Chiller No. 3 will be replaced with a new chiller of equal size. Rather than install a 4160v machine like the existing chiller, a step-down transformer will be installed to allow for the installation of a 480v chiller that is easier to maintain. The primary chilled water pump that serves Chiller No. 3 will also be replaced as part of the project.

Scope of Work: This cooperative contract will furnish all materials, labor, tools, equipment, and appurtenances necessary to provide upgrade/ replacement of the existing HVAC mechanical equipment Chiller No. 3 to a more-high energy efficient, reliability, cost- effective and fully operational system at the Fulton County Justice Center Complex located at 185 Central Avenue, Atlanta, GA 30303.

The scope of work also includes but not limited to:

1. Mechanical Scope

- Replace Chiller #3.
 - Cut through roof membrane to expose roof cap.
 - Provide temporary weather barrier to be used while roofing membrane is removed.
 - Attach lift points to roof cap.
 - Disconnect and disassemble existing Chiller #3 and prepare for lift.
 - Demo and remove existing 40 HP primary chilled water pump.
 - Clear lift path of existing ductwork, sprinkler lines, refrigerant relief, etc.
 - Install one (1) new CVHF 880-ton chiller and control valves and connect to existing chilled and condenser water piping. Chiller and control valves to be provided by Trane.
 - Install new 40 HP primary chilled water pump. Pump and motor to be provided by Trane.
 - Reinstall any ductwork, sprinkler lines, refrigerant relief, etc. that had been cleared from the lift path.
 - Furnish and install any fittings, transitions and other materials required in replacement of chiller and pump.
 - Furnish and install insulation for new pump and areas of piping were removed during replacement of chiller and pump.
 - Factory start-up and commissioning.
 - Replace roof membrane.

2. Electrical Scope

- New step-down transformer and Chiller #3 installation.
 - Disconnect existing chiller from electric service.
 - Disconnect existing primary chilled water pump from existing electrical service.
 - Supply and deliver new transformer to job site. The transformer will need to step down the existing 4160v service to 480v for the new chiller.
 - Install new transformer.
 - Include all required disconnects, conduit, conductors, etc.

- Connect new chiller to new transformer.
- Connect new primary chilled water pump to existing electrical service. o Start-up and commissioning.

3. Lift Scope

- Roof cap, chiller, transformer, and refrigerant lift.
 - Lift roof cap.
 - Lift disassembled pieces of Chiller #3 from mechanical room and lower.
 - Lift new chiller and set in mechanical room.
 - Lift new transformer and set in mechanical room.
 - Lift new refrigerant and set in mechanical room.
 - Replace roof cap.
- Traffic control and street closure permits included.

4. Implementation Plan

- Expected work to occur a few weeks ahead of new Chiller system arrival
 - Break up concrete slab covering the roof cap.
 - Mechanical to attach lift points to roof cap.
 - Cover roof hatch with temporary weather barrier
- New Trane Chiller system delivered to rigging company
- Removal and Disposal of Existing Chiller
 - Electrical to disconnect existing chiller from electric service
 - Mechanical and rigging to disconnect and disassemble existing Chiller #3 and prepare for lift.
 - Mechanical and rigging to disconnect and disassemble existing Chiller #3 and prepare for lift
 - Mechanical to clear lift path of existing ductwork, sprinkler lines, refrigerant relief, etc.
- Expected Lift Work to Occur on Weekend
 - Rigging to deliver new Trane chiller to job site
 - Electrical to deliver new transformer to job site
 - Crane to lift roof cap, disassembled pieces of Chiller No. 3 from mechanical room
 - Crane to lift new chiller, transformer, new refrigerant, and set in mechanical room
 - Crane to replace roof cap
- Expected Electrical Work following the Lift Work
 - Electrical to install new transformer
 - Electrical to connect new chiller to new transformer
 - Mechanical to install new chiller, pump, and control valves and connect to existing chilled and condenser water piping
 - Mechanical to reinstall any ductwork, sprinkler lines, and refrigerant relief, etc.
 - Trane to install new chiller controls

Notes: 1. All work apart from the replacement work to be performed/or completed on the weekend and preparation work and lift to occur/ or be performed during normal business hours (8am

- to 5pm, M-F, non-holidays)
2. Asbestos or hazardous material abatement removal shall be performed by customer
 3. All existing isolation valves, disconnects, are assumed to be in working condition.
 4. Proposal does not include any repairs to the only equipment in the central plant.

Community Impact: This effort is necessary for the environmental health and comfort of the patrons and employees at this County facility.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval. The chiller replacement project will be managed by the Department Real Estate and Asset Management (DREAM), HVAC Maintenance Team.

The estimated time to complete the required replacement/installation is 12 months upon receipt of notice to proceed/or completion of project as determined by Fulton County and purchase order with lead time of materials and equipment.

Project Implications: This contract will allow the necessary upgrade and installation of the existing HVAC mechanical equipment to more energy efficient and reliable equipment.

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

Department Issues/Concerns: If utilization of this cooperative purchasing contract is not approved, the County will not be able to provide an immediate comprehensive replacement of Chiller No. 3. A failure of this unit will seriously impact the operations of the Justice Center Complex.

Contract Modification: This is a new request

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

Not Applicable

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

Exhibit 1: OMNIA Partners Contract #3341

Exhibit 2: Cost Proposal

Exhibit 3: Performance Evaluation

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$1,929,310.00
TOTAL: \$1,929,310.00

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

500-520-5200-ACJC Phase: 500EQM, Major Program: EQUIP Justice Tower Chiller- \$1,929,310.00

Key Contract Terms	
Start Date: Upon BOC Approval	End Date: Effective upon issuance of Notice to Proceed for 12-months or completion of replacement/ installation project as determined by Fulton County
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating: 79

Would you select/recommend this vendor again?

Yes

Report Period Start: 10/1/2024
Report Period End: 12/31/2024

Racine County, Wisconsin

Contract # 3341

for

**HVAC Products, Installation, Labor Based Solutions and
Related Product and Services**

with

Trane US Inc.

Effective: September 1, 2022

The following documents comprise the executed contract between the Racine County, Wisconsin and Trane U.S. Inc., effective September 1, 2022:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the IFB, incorporated by reference



HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES CONTRACT 2022

This Contract made and entered into this 16th day of August 2022, by and between Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 (hereinafter referred to as "COUNTY") and Trane U.S. Inc., 800 Beaty Street, Davidson, North Carolina 28036-6924 (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

For good and valuable consideration, the parties agree as follows:

1. **WORK:** CONTRACTOR shall provide HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES:

The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid # RC2022-1001: HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES (aka, the Contractor's Bid Proposal submitted July 21, 2022) which is incorporated herein by reference. CONTRACTOR understands and agrees that the bonds and insurance required by the Project Manual are to be kept current at all times through the length of each term and for 90 Days following completion of each term. Bonds and insurance must be renewed and presented to the COUNTY at the time of each renewal term if COUNTY chooses to renew. Bonds and insurance shall be written by a firm acceptable to the COUNTY as specified in the Project Manual.

2. **TERM:** September 1, 2022, to August 31, 2027, with full renewal of one (1) additional five (5) year term per the Project Manual. COUNTY shall exercise renewal options by issuance and delivery to CONTRACTOR of a written notice to renew this Agreement.
3. **PROJECT:** HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES in accordance with the Project Manual.
4. **PRICE:** Price as stated for all schedules included in the Project Manual.

5. **CANCELLATION:** This contract may be cancelled without penalty or obligation of any kind, by COUNTY by, for or on behalf of itself or its agencies, departments, officers, agents or employees immediately upon written notice to all parties that sufficient funds have not been budgeted by the County Board of Supervisors to pay the obligations under this agreement.

Either party may terminate the contract on the anniversary date in any subsequent year of the contract by providing the other party with written notice ninety (90) days prior to the anniversary date.

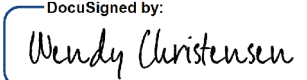
If the CONTRACTOR fails to maintain and keep in force required insurance, COUNTY shall have the right to cancel and terminate the contract without notice.

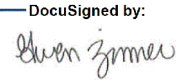
Notwithstanding any of the terms and conditions contained herein, the COUNTY and CONTRACTOR reserve the right to terminate the contract at any time for any reason by providing written notice of termination to the other party no less than ninety (90) days in advance of termination. In the event of said termination, CONTRACTOR shall not reduce its activities hereunder unless agreed in advance by COUNTY. The CONTRACTOR will pay according to the contract for services tendered through the date of termination.


RACINE COUNTY

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Trane U.S. Inc.
 BY:  8/16/2022
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Trane Turnkey Replacement of JCT Chiller 3

**Turnkey Proposal For:**

Dexter Dyer
Fulton County Purch & Land
141 PRYOR STREET SW STE 7001
Atlanta, GA 30303-3030

Local Trane Office:

Trane U.S. Inc.
4000 DEKALB TECHNOLOGY
PARKWAY
SUITE 100
Doraville, GA 30340

Local Trane Representative:

Thomas Brown
Office Phone: (404) 321-7500

Trane Proposal ID:

7599014

OMNIA Partners Quote Number:

G1-285001-24-001

Date: March 10th, 2025



Trane Turnkey Proposal

Executive Summary

Background

The Fulton County Justice Center (JCC) is cooled by (3) 900 ton chillers in the Central Energy Plant (CEP), located on the 11th floor of the Justice Center Tower. The equipment in the CEP is 1992 making it 32 years old. The life-expectancy as outlined by the American Society of Heating Refrigeration and Air-conditioning Engineers (ASHRAE) states that the average life-expectancy of this type of equipment is 23 years. **The equipment in the CEP is going on 10 years past it's expected life expectancy.** This is a significant risk to operations at the JCC. Due to the location and size of the JCC CEP, the replacement cost of this equipment is close to 8-figures.

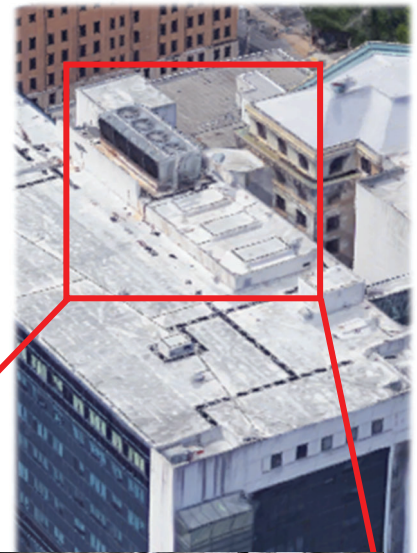
Current Conditions

Of the (3) chillers in the CEP, only (1) is reliable at this time (Chiller 1). Chillers 2 and 3 both have operational issues that keep them from reliably starting. That said, the issues with Chiller 3 are preventing it from operating.

Solution

Chiller 3 will be replaced with a new chiller of equal size. Rather than install a 4160v machine like the existing chiller, a step-down transformer will be installed to allow for the installation of a 480v chiller that is easier to maintain. The primary chilled water pump that serves Chiller 3 will also be replaced as part of the project.

The scope of work is turnkey and will provide the Fulton County Justice Center Complex with a second reliable chiller. **The scope of work is quoted on OMNIA Partners Contract Number 3341.**



Prepared For:

Dexter Dyer

Date:March 10th, 2025**Job Name:**

Fulton County JCC Central Plant Replacement

Proposal ID:

7599014

Delivery Terms:

Freight Allowed and Prepaid – F.O.B. Factory

Payment Terms:

Net 30

State Contractor License Number:**Proposal Expiration Date:**

30 Days

Scope of Work

“Scope of Work” and notations within are based on the following negotiated scope of work with Dexter Dyer and based on the site surveys performed in February and March of 2024.

It is the intent of this Request for Proposal that the contractor(s) provides all materials, labor, and other costs required to replace Chiller #3 and achieve a complete and fully operational system.

Mechanical Scope

- Replace Chiller #3.
 - Cut through roof membrane to expose roof cap.
 - Provide temporary weather barrier to be used while roofing membrane is removed.
 - Attach lift points to roof cap.
 - Disconnect and disassemble existing Chiller #3 and prepare for lift.
 - Demo and remove existing 40 HP primary chilled water pump.
 - Clear lift path of existing ductwork, sprinkler lines, refrigerant relief, etc.
 - Install (1) new CVHF 880-ton chiller and control valves and connect to existing chilled and condenser water piping. Chiller and control valves to be provided by Trane.
 - Install new 40 HP primary chilled water pump. Pump and motor to be provided by Trane.
 - Reinstall any ductwork, sprinkler lines, refrigerant relief, etc. that had been cleared from the lift path.
 - Furnish and install any fittings, transitions and other materials required in replacement of chiller and pump.
 - Furnish and install insulation for new pump and areas of piping where removed during replacement of chiller and pump.
 - Factory start-up and commissioning.
 - Replace roof membrane.

Electrical Scope

- New step-down transformer and Chiller #3 installation.
 - Disconnect existing chiller from electric service.
 - Disconnect existing primary chilled water pump from existing electrical service.
 - Supply and deliver new transformer to job site. The transformer will need to step down the existing 4160v service to 480v for the new chiller.
 - Install new transformer.
 - Include all required disconnects, conduit, conductors, etc.
 - Connect new chiller to new transformer.

- Connect new primary chilled water pump to existing electrical service.
- Start-up and commissioning.

Lift Scope

- Roof cap, chiller, transformer, and refrigerant lift.
 - Lift roof cap.
 - Lift disassembled pieces of Chiller #3 from mechanical room and lower.
 - Lift new chiller and set in mechanical room.
 - Lift new transformer and set in mechanical room.
 - Lift new refrigerant and set in mechanical room.
 - Replace roof cap.
- Traffic control and street closure permits included.

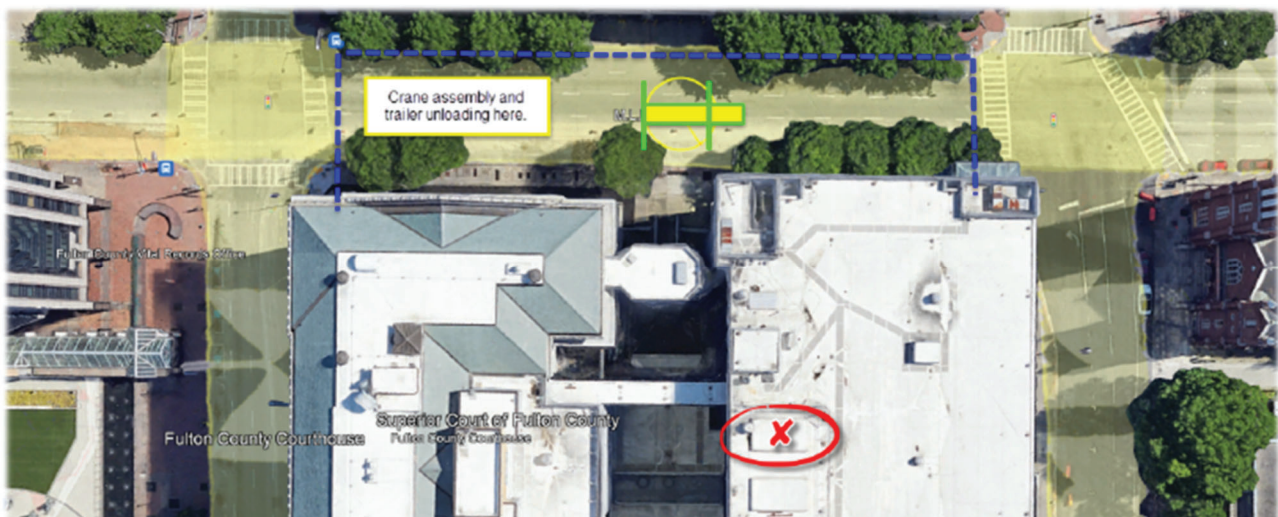
Proposal Notes/ Clarifications

- All work apart from the work completed on the weekend of the lift is to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include additional "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- Asbestos or hazardous material abatement removal shall be performed by customer
- All existing isolation valves, disconnects, are assumed to be in working condition.
- Refrigerant exhaust system is assumed to be working and properly operated.
- Proposal does not include any repairs to the only equipment in the central plant.
- Test and Balance is excluded.

Implimentation Plan

The chiller replacement is expected to take place over a weekend with preparation work to occur during the week prior to the lift and startup to occur the week following the lift. Trane anticipates the following order of events:

- Part 1 – Expected to occur a few weeks ahead of chiller arrival
 - Break up concrete slab covering the roof cap.
 - Mechanical to attach lift points to roof cap.
 - Cover roof hatch with temporary weather barrier.
- Part 2
 - New Trane chiller delivered to rigging company.
- Part 3 – Expected to occur Wednesday before lift
 - Electrical to disconnect existing chiller from electric service.
 - Mechanical and rigging to disconnect and disassemble existing Chiller #3 and prepare for lift.
 - Mechanical to clear lift path of existing ductwork, sprinkler lines, refrigerant relief, etc.
- Part 4 – Expected to occur on Saturday of the lift
 - Rigging to deliver new Trane chiller to job site.
 - Electrical to deliver new transformer to job site.
 - Crane to lift roof cap.
 - Crane to lift disassembled pieces of Chiller #3 from mechanical room and lower.
 - Crane to lift new chiller and set in mechanical room.
 - Crane to lift new transformer and set in mechanical room.
 - Crane to lift new refrigerant and set in mechanical room.
 - Crane to replace roof cap.
- Part 5 – Expected to occur in the days following the lift
 - Electrical to install new transformer.
 - Electrical to connect new chiller to new transformer.
 - Mechanical to install new chiller, pump, and control valves and connect to existing chilled and condenser water piping.
 - Mechanical to reinstall any ductwork, sprinkler lines, refrigerant relief, etc. that had been cleared from the lift path.
 - Trane to install new chiller controls.
- Part 6
 - Roofing contractor to replace roof membrane.
- Part 7
 - Trane to conduct start-up and commissioning which may require some assistance from mechanical and electrical contractors.



Pricing and Acceptance

Dexter Dyer
Fulton County Purch & Land
141 PRYOR STREET SW STE 7001
Atlanta, GA 30303-3030

Price

Total Net Price\$1,929,310.00 USD

Financial items not included

- Bid Bond
- Guarantee of any energy, operational, or other savings

Respectfully submitted,

Thomas Brown
Trane U.S. Inc.
Office Phone: (404) 321-7500

ACCEPTANCE

This proposal is subject to Customer’s acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Retention withheld 5% on installation, 0% on Equipment; rate reduced per the contract documents and released no later than the date of Trane substantial completion.

Submitted By: Thomas Brown	Cell: (404) 772-7876 Office: (404) 321-7500 Proposal Date: March 10 th , 2025
CUSTOMER ACCEPTANCE Fulton County Purch & Land	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order Acceptance Date:	Signature Date License Number:

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY’S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer’s acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company’s U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company’s U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer’s tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company’s factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company’s control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer’s actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

5. Exclusions from Work. Company’s obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer’s expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. Customer shall pay Company’s invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site’ owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company’s access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer’s building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer’s request.

10. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company’s representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer’s failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. Permits and Governmental Fees. Company shall secure (with Customer’s assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company’s subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company’s cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement (“Pre-Existing Conditions”), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead)

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

29. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(0123)
Supersedes 1-26.251-10(1221)

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. **"Personal Data"** means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
- Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data; Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents

who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) data backups; and
 - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023

Performance Evaluation Details

ID	E3
Project	HVAC On-Call Maintenance Services Countywide
Project Number	23ITB110923C-GS
Supplier	Trane US Inc
Supplier Project Contact	Thomas Brown (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	10/01/2024 to 12/31/2024
Effective Date	02/12/2025
Evaluation Type	Formal
Interview Date	10/01/2024
Expectations Meeting Date	12/31/2024
Status	Completed
Publication Date	02/12/2025 10:26 AM EST
Completion Date	02/12/2025 10:26 AM EST
Evaluation Score	79

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

Not Specified

TIMELINESS OF PERFORMANCE

14/20

Rating

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

Comments

some issues with same day services for emergencies

BUSINESS RELATIONS

17/20

Rating

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

Comments

Not Specified

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

Not Specified

COST CONTROL

14/20

Rating

Satisfactory: Minimal contract pricing issues, cost discrepancies identified by User Department that require explanation, cost/price issues resolved in timely manner.

Comments

cost is higher compared to other vendors

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0516

Meeting Date: 7/9/2025

Department

Real Estate and Asset Management

Requested Action

Request approval to utilize cooperative purchasing - Department of Real Estate and Asset Management, Sourcewell Contract #012825-ORK, Pest Control Services with Related Products in the amount not to exceed \$150,000.00 with Orkin, LLC (Atlanta, GA), to provide continued comprehensive pest control services on an as-needed basis for Countywide facilities. Effective June 19, 2025 through December 31, 2025.

Requirement for Board Action

In accordance with Purchasing Code Section 102-455, requests for approval to utilize cooperative purchasing or GSA purchase contracts of more than \$100,000.00 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

- | | |
|---------------|-------------------------------------|
| All Districts | <input checked="" type="checkbox"/> |
| District 1 | <input type="checkbox"/> |
| District 2 | <input type="checkbox"/> |
| District 3 | <input type="checkbox"/> |
| District 4 | <input type="checkbox"/> |
| District 5 | <input type="checkbox"/> |
| District 6 | <input type="checkbox"/> |

Is this a purchasing item?

Yes

Summary & Background: This request is to utilize a cooperative purchasing contract to cover the costs to provide continue comprehensive pest control services on an as-needed basis for Countywide facilities for the remainder of FY2025, effective June 19, 2025 through December 31, 2025.

The initial award for this service was approved by the BOC on October 16, 2024, via Item #24-0688 in the amount not to exceed \$150,000.00 with Orkin, LLC, effective January 1, 2025 through June 18,

2025.

This contract provides all labor, equipment, transportation, and material necessary to ensure approximately 136 County facilities will be free of pests. The objectives shall be to eliminate or reduce current unacceptable pest populations.

Traditional structural Pest Management was largely reactive to pest infestations and based much of its response on the routine, scheduled application of pesticides. The process is based on detailed surveillance (and periodic re-inspection) and the interpretation of data to estimate the nature of the pest population in each area. This monitoring allows accurate decisions to be made on when and where interventions are needed, the type of interventions selected, and the method of application and implementation.

The contractor shall provide detail site-specific recommendations for structural and procedural modifications to achieve pest suppression. This program is designed to minimize pesticide usage and focus on observation.

Scope of Work: The Scope of Work also includes but is not limited to:

1. Provide a comprehensive pest control treatment plan and schedule of service for each facility.
2. The treatment of the exterior perimeter of every building for ants and other pests, (excluding wood destroying organisms) on a monthly minimum or as needed basis.
3. Rodent control around the exterior of every building utilizing bait stations and various flavors of baits. The bait stations will be weatherproof, secured, and numbered.
4. Rodent control for interior shall consist of mechanical traps or glue boards.
5. Control of birds shall be provided as needed.
6. Treatment of non-housing, non-food production areas, such as hallways, storage rooms, janitorial rooms, and loading dock, shall be treated by spot or crack and crevice, as appropriate, on as schedule based on actual need.
7. The treatment of all pipe chases shall contain an insect growth regulator.
8. All treatment in sleeping areas shall consist only of gel-type baits.
9. 2/24 response to emergencies - respond in 2 hrs. 24/7 to emergency needs.

Community Impact: The overall community impact is that pest carry diseases and germs, and they can spread these to humans if not managed properly.

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

This is a time and material contract, and the requested spending authority in the amount of \$150,000.00 will cover the costs for materials and labor hours to ensure the County facilities will be free of pests for the remainder of 2025.

The project management is coordinated by the Department of Real Estate and Asset Management Grounds Maintenance Team.

Project Implications: The integrated pest control management program is to ensure all County facilities are free of pests and rodents; in keeping clean and sanitary facilities that provides healthy and productive environment.

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

Department Issues/Concerns: If this Cooperative Purchasing Contract is not approved, there will be a delay in providing pest control services of bed bugs, termites, mosquitos, and bees, etc. for all Fulton County facilities for the remainder of FY2025.

Contract Modification: This is a new request.

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

Click or tap here to enter text.

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

Exhibit 1: Contract Agreement- Cooperative Orkin, LLC

Exhibit 2: Sourcewell Contract #012825-ORK

Exhibit 3: Performance Evaluation

Exhibit 4: Cooperative Purchasing Justification and Approval Form

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$150,000.00
TOTAL:	\$150,000.00

Fiscal Impact / Funding Source

Agenda Item No.: 25-0516

Meeting Date: 7/9/2025

Funding Line 1:

100-999-S200-1160: General, Non-Agency, Professional Services- \$150,000

Key Contract Terms	
Start Date: 6/19/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: N

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/1/2025

Report Period End:
3/31/2025

**MASTER AGREEMENT #012825****CATEGORY: Pest Control Services with Related Products****SUPPLIER: Orkin, LLC**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Orkin, LLC, 2170 Piedmont Road NE, Atlanta, GA 30324-4135 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on March 5, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date. 30324-4135
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #012825 to Participating Entities. In Scope solutions include:
- a. Insects;
 - b. Rodents;
 - c. Reptiles;
 - d. Birds;
 - e. Aquatic Species; and
 - f. Other Pests.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

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

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

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

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).**

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

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

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

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

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

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

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

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

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The

right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement

and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be

deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell, to the extent arising out of any negligent or wrongful act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) Grant of License.**a) During the term of this Agreement:**

- i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

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

c) Use; Quality Control.

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

- 20) Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that

provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured (blanket endorsements acceptable) under the Supplier’s commercial general liability insurance policy with respect to liability arising out of activities, “operations,” or “work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

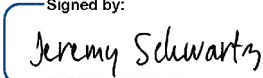
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity and as mutually agreed upon by Supplier. In the alternative, the parties may mutually agree to utilize Supplier’s standard contract forms. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, limitations of liability, and other material terms as mutually agreed.

Sourcewell

Orkin, LLC

Signed by:

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

2/28/2025 | 1:35 PM CST
Date: _____

DocuSigned by:

F1B9EACB94174DD...
By: _____
Deborah A Toth
Title: Government Business Development
Manager National Accounts

2/28/2025 | 11:08 AM PST
Date: _____

RFP 012825 - Pest Control Services with Related Products

Vendor Details

Company Name: Orkin, LLC

Does your company conduct business under any other name? If yes, please state: Orkin, Orkin Pest, Orkin Exterminating, Orkin of California

Address: 2170 Piedmont Road NE
Atlanta, GA 30324-4135

Contact: Deborah A Toth

Email: dtoth@rollins.com

Phone: 770-220-6165

HST#: 580942031

Submission Details

Created On: Tuesday January 21, 2025 22:02:43

Submitted On: Monday January 27, 2025 22:25:09

Submitted By: Deborah A Toth

Email: dtoth@rollins.com

Transaction #: 4be3b9c5-defd-4481-9993-7fab59bf9917

Submitter's IP Address: 216.164.28.125

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Orkin, LLC dba: Orkin, Orkin Pest, Orkin Pest Control, Orkin Exterminating, Orkin Services of California Federal Tax ID: 58-0942031 DUNS #: 002509420 Years in Business: 124 Incorporated: January 10, 1964 in the State of Delaware
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Orkin, LLC dba: Orkin, Orkin Pest, Orkin Pest Control, Orkin Exterminating, Orkin Services of California and Orkin Franchises may be responsible for providing services across the United States; however, the Master Agreement will be with Orkin, LLC
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Orkin, LLC Cage Code: 1FNT3 Orkin, LLC SAM UEI: HW5VHF3D69K6
5	Provide your NAICS code applicable to Solutions proposed.	561710
6	Proposer Physical Address:	2170 Piedmont Road NE Atlanta, GA 30324-4135
7	Proposer website address (or addresses):	www.orkincommercial.com
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Deborah A Toth Government Business Development Manager National Accounts 2170 Piedmont Road NE Atlanta, GA 30324-4135 Office: 770-220-6165 Cell: 404-219-6445 eMail: dthoth@rollins.com
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Deborah A Toth Government Business Development Manager National Accounts 2170 Piedmont Road NE Atlanta, GA 30324-4135 Office: 770-220-6165 Cell: 404-219-6445 eMail: dthoth@rollins.com
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ryan Williams Senior Managing Attorney Rollins, Inc. 2170 Piedmont Road NE Atlanta, GA 30324-4135 404-888-2477 ryan.williams1@rollins.com

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Founded in 1901, Atlanta-based Orkin, LLC is a wholly owned subsidiary of Rollins, Inc. (NYSE:ROL). Operating under the Orkin® trademark, Orkin serves over 2.5 million clients through more than 350 company owned locations in the contiguous United States and Hawaii, and over 30 franchise owned branches nationwide. As the largest and most experienced pest management services company in North America, Orkin provides services that include, but are not limited to: General Pest Control, Bed Bug Services, Bird Management, Termite Eradication, and Wildlife Control. Orkin delivers solutions to federal and state agencies, healthcare and hospitality facilities, military installations, transportation agencies and food service organizations nationwide.</p> <p>With 124 years of experience in the industry, Orkin knows effective pest management starts with science. We believe the more we know about pests and why they do what they do, the better we can do what we do. Orkin continues to incorporate new technologies to in almost every area of our business, from service, to service vehicles, to contract administration and customer access to service information.</p> <p>Our goal remains: maintain the edge on the competition by being smarter, faster and more efficient.</p> <p>Ongoing audits provide areas of improvement in everything we do; from branch operations systems, sales management, fleet operations to employee training. By following current best practices in Integrated Pest Management (IPM), we help our Orkin Education, Food Safety, Government, Healthcare, Hospitality, Pharmaceutical, Office and Logistics clients create cleaner and healthier environments. Orkin's pest management philosophy starts with non-chemical approaches, such as mechanical traps and sealants, to prevent pests from entering and infesting structures. We also use target-specific treatments that zero in on specific pest problems.</p> <p>To ensure that our service continues to meet client needs and to stay abreast of the trends/issues that affect our clients, we are involved in their industries. Orkin supports a number of organizations through memberships, sponsorships or educational collaborations to include but not limited to:</p> <ul style="list-style-type: none"> - Association for the Healthcare Environment (AHE) - Building Owners and Managers Association (BOMA) - Centers for Disease Control and Prevention (CDC) <p>IPM is an environmentally responsible approach to pest management that relies on a combination of practices. By taking advantage of all pest management options, starting with non-chemical techniques, IPM programs proactively manage pests and help minimize impacts on people, property and the environment.</p>
12	What are your company's expectations in the event of an award?	As a 12-year Sourcwell (NJPA) contract holder, Orkin expects to continue growing our Sourcwell partnerships. We feel that our goal of double-digit growth annually is attainable for each of the four years of the new contract period of performance.
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>Orkin has provided proof of our financial responsibility in Attachment File #1. Rollins, Inc. 2024 10K. The 2024 Annual Report was not yet available at the time of Orkin's bid submission.</p> <p>Attachment File 1A. Proof of Insurance.</p> <p>Attachment File 1B. Traveler's Casualty and Surety Company of America, the current surety company has advised that Rollins, Inc. (Orkin's Parent Company) has a surety line of \$5,000,000 single bond with a \$50,000,000 aggregate facility.</p>
14	What is your US market share for the Solutions that you are proposing?	<p>In 2022 PCT Magazine identified Rollins /Orkin as the largest pest control firm (by revenue) in North America and number 2 in 2023. http://pctonline.com</p> <p>The 2023 pest control market share was \$22.79 billion.</p> <p>Rollins/Orkin revenue in 2023 was \$3.1 billion. 13.16% of the market share.</p> <p>Experts predict the market to reach \$32 billion by 2027.</p> <p>Orkin has increased their SWL sales in each of the four years of current contract.</p> <p>2021 45.7% increase 2022 58.74% increase 2023 26.84% increase 2024 163.39% increase</p> <p>Orkin fully expects to continue to grow our Sourcwell sales by double digits year over year.</p>
15	What is your Canadian market share for the Solutions that you are proposing?	Orkin is not submitting a proposal for Canada at this time.
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Not Applicable.

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Orkin, LLC is considered a Service Provider. We sell and provide equipment as part of our service response to our business partners, but do not sell equipment or pesticides as stand-alone line items.</p> <p>Orkin provides service through our more than 350 service branches, 8,000+ employees (to include 550 Account Managers nationwide with the expectation to add 40 more within the next 90 days) and over 10,000 service/sales vehicles on the streets/highways of the United States.</p> <p>Orkin's leadership decided long ago that training would set the company apart in the industry. With that in mind, we have invested millions to develop award-winning training programs that extend well beyond the classroom. This means every one of our public sector/government and commercial client's benefit from the unrivaled pest control knowledge, tools and techniques that define The Orkin Man®.</p> <p>In 2024 Orkin re-established their Commercial Division to provide more focus on our commercial business to work in tandem with our Orkin has five (5) geographic Divisions:</p> <p>Northeast Division Pacific Division Midwest Division South Central Division Southeast Division</p> <p>All six divisions report to Patrick Chrzanowski, President of Orkin North America. Each operating division has a management team that consists of a Division President, Assistant Division Vice President, Region Sales & Service Managers, and a Division Technical Services Representative.</p> <p>Within each division, Orkin is further broken out into operating regions. Each region is overseen by a Region Manager and an Assistant Region Manager with 550 Account Managers reporting to Branch and Region Managers.</p> <p>Sourcewell opportunities are overseen by the Government Business Development Manager in the National Accounts Department located in Atlanta, GA.</p> <p>National Accounts has an operational structure of Customer Care, Data Administration, Call Center, AR / Invoicing /AP and Systems Processes and Procedures. All are Orkin employees.</p> <p>In addition to Orkin company resources, we also have the resources of our parent company Rollins, Inc. which provides Legal, Marketing, Technical Services and Training resources.</p> <p>Orkin has provided Organization Charts in Attachment File # 3A.</p>	*
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Orkin, LLC has brick and mortar company owned or franchised service branches in the 48 contiguous United States, Hawaii, Puerto Rico and the US Virgin Islands. Orkin employs subcontractors in the state of Alaska. All Orkin branches (including subcontractors) are licensed to do business in the cities and states in which they are located or bordered next to. Several branches have more than one state license and certifications due to their proximity of another state. Additionally, Orkin adheres to each individual state license, certification and training requirements for all service personnel employed to provide pest control service to include application of pesticides (chemicals) and baits, control wildlife, apply termiticides and use of disinfection products.</p> <p>The Government Relations Department of Rollins, Inc. (Orkin's Parent Company) works with all service branches to ensure complete compliance to each/all federal, state and local regulations as they apply to each individual service location.</p> <p>A License Expiration report is sent to each Orkin Service branch on a monthly basis that identifies Technician licenses/certifications and Driver's Licenses that will be expiring within the next 60 – 90 days in order to prevent any delinquencies or delays in obtaining their renewals.</p> <p>Orkin provides copies of the Branch Business License and Technician certifications required to perform service to each Member agency in order to provide verification that Orkin's license and permits are current and appropriate for the pest control services to be performed. Should Orkin ever have to utilize the services of an subcontractor, they will provide the licenses/permits and certifications of the subcontractor in their proposal submission.</p> <p>Rollins' Technical Service Department provides training on the application of products, materials and maintains the library of Rollins' authorized use products as well as those regulated by the EPA and each individual state.</p>	*
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>Orkin, LLC has not been suspended or debarred from participating in any federal, state, municipal, non-profit or education contracts nationwide.</p>	*
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>Training Magazine, the training industry's premier publication, has recognized Orkin's (under Rollins, our parent company) among its annual Top 125 organizations that excel in human capital development. 2023, 2022, 2021, 2017-2020 and 2003-2014.</p> <p>National Pest Management Association: GreenPro and QualityPro Certified. US EPA Pesticide Environmental Stewardship Program Gold Member.</p>	*

21	What percentage of your sales are to the governmental sector in the past three years?	Government / Public Sector sales (federal, state, muni) continue to be less than 1% of Orkin's commercial and residential sales of approximately \$3.1 billion. Orkin continues to grow our government/public sector business, however, it does not equal the growth of our commercial and residential sectors.	*
22	What percentage of your sales are to the education sector in the past three years?	Orkin's sales to the education sector is approximately 22% of our Sourcwell reported sales.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>Sourcwell Contract #042821-ORK:</p> <p>Annual Reported Sales:</p> <p>2024: \$10,434,562.71</p> <p>2023: \$3,961,546.47</p> <p>2022: \$3,123,199.05</p> <p>2021: \$1,955,120.23</p> <p>See Attachment File #2 for Orkin's SWL Percentage Growth Year_Year 2016 - 2024.</p> <p>Orkin was awarded an OMNIA Cooperative Contract in April 2021. It was not rolled out to Orkin's Account Managers until late 2021. In November 2024, Orkin assigned a Customer Manager to focus on OMNIA sales. As of December 2024, Orkin reported approximately \$258,000.00 in OMN sales.</p> <p>Orkin's Sourcwell contracts remains our main focus contract for state, municipality, education and non-profit sales.</p>	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Orkin was awarded their new GSA Schedule Contract in October 2022.</p> <p>Annual Reported Sales</p> <p>2024: \$1,301,978.57</p> <p>2023:\$1,324,296.10</p> <p>2022: \$926,303.66</p>	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
DeKalb County (GA) Schools SWL Member # 18859	Demeterius Blount	678-232-4410	*
Sacramento County (CA) SWL Member # 17855	Matthew Davies	918-875-6270	*
Georgia Building Authority SWL Member # 51490	Danny Swann Quanetra Martin	404-851-4534 470-240-9095	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	<p>1 Government Business Development Manager</p> <p>1 Commercial Division</p> <p>5 Sales/Service Divisions</p> <p>33 Sales/Service Regions</p> <p>350+ Local Service Branches (Branch & Service Manager(s))</p> <p>550 Local Account Managers</p> <p>4,700+ Service Technicians</p> <p>Orkin has provided Division Org Charts in Attachment File # 3A.</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Orkin, LLC authorizes Orkin Services of CA , 350+ Company Owned Branches that will offer Orkin service solutions to Sourcwell Members.</p> <p>Additionally, Deborah Toth, as Orkin's Government Business Development Manager may authorize use on a case by case basis.</p> <p>Orkin may authorize the use of our SWL contract to the 35+ Franchise Owned service branches. Because Orkin does not have access to Franchise accounting systems, monitoring & reporting and fee payment would prove difficult.</p>	*

28	Service force.	<p>1 Government Business Development Manager</p> <p>1 Commercial Division</p> <p>5 Sales/Service Divisions</p> <p>33 Sales/Service Regions</p> <p>350 + Local Service Branches (Branch & Service Manager(s))</p> <p>550 Local Account Managers</p> <p>4,700+ Service Technicians</p> <p>Orkin has provided Division Org Charts in Attachment File # 3A.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>A Member Agency requesting information about Orkin, looking for a proposal for service or seeking information about Orkin's Sourcewell Contract has several ways to contact Orkin.</p> <ol style="list-style-type: none"> 1. contact Orkin's Government Business Development Manager, Deborah Toth directly at 770-220-6165 or dthoth@rollins.com; 2. contact Jon Andres, Orkin's Senior Sourcewell Supplier Development Executive at 218-895-4131 or Jon.Andres@sourcewell-mn.gov 3. contact their areas Orkin's local service branch; 4. Orkin's 24/7 Contact Center @ 800-241-1666, 5. eMail - customercare@orkin.com <p>Sourcewell Member contracts/services will be handled cradle to grave by National Accounts Government with continuous and ongoing communications between National Accounts and the Service Branches, Account Managers and the Member Agencies. Proposals to Members may be sent directly to Member by National Account Government or Orkin field Account Managers.</p> <p>All proposals are reviewed by the Government Business Development for compliance before submitting to agencies. Field Account Managers are directed to copy National Account Government on all communications to Members for permanent file retention. Once Member agrees to Orkin's proposal and a fully executed agreement is finalized, the agreement is entered into Orkin's system and our branches notified that service can be started. Account Managers work with their Branch Service teams to schedule initial services and establish the ongoing relationships with the Member agency to ensure contract success.</p> <p>National Accounts Government is available to assist directly with customers and Account Managers with all aspects of customer service, administration, adding services, service related questions, invoicing questions for the length of contract performance.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>A Member Agency requesting information about Orkin, looking for a proposal for service or seeking information about Orkin's Sourcewell Contract has several ways to contact Orkin.</p> <ol style="list-style-type: none"> 1. contact Orkin's Government Business Development Manager, Deborah Toth directly at 770-220-6165 or dthoth@rollins.com; 2. contact Jon Andres, Orkin's Senior Sourcewell Supplier Development Executive at 218-895-4131 or Jon.Andres@sourcewell-mn.gov 3. contact their areas Orkin's local service branch; 4. Orkin's 24/7 Contact Center @ 800-241-1666, 5. eMail - customercare@orkin.com <p>Orkin's service branches and contact centers are trained to reach out to Orkin's Government Business Development Manager, Deborah Toth when they receive inquiries about Sourcewell opportunities or government agencies seeking information on our government contract vehicles.</p> <p>The Government Department then liaisons with the Service Branch and Member agency to facilitate appropriate responses to inquiries and requests to include but not limited to:</p> <ol style="list-style-type: none"> 1. proposal for one or multiple facilities for regular, recurring services or one time odd job 2. response to RFP/RFQ or ITB 3. site inspections 4. invoicing questions or payment inquiries 5. Orkin's Sourcewell Contract information 6. work with Legal Department to facilitate contracts <p>For current agency contracts in place, if the Member agency calls in for a non-emergency service request, Orkin will verbally respond within 2 hours and dispatch to the appropriate Orkin Service Branch. Orkin will be back on property within 24 hours. For emergency service requests Orkin will respond verbally within 2 hours, dispatch to the appropriate Orkin Service Branch and be back on property within the time frame agreed upon with the Member Agency. (can be anywhere from 1 hour to 8 hours). Orkin's Customer Care Center then closes out the service requests for the service data to be then made available to the Member Agency.</p> <p>Orkin's Account Managers work directly with National Accounts Government to ensure that all requests are handled efficiently and Members have a local contact to meet and deal with directly and in-person.</p>	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>Orkin is fully committed to providing service to all participating entities in the United States. Our Legal Department is well versed in reviewing Member agency contracts and the process of utilizing Orkin's Sourcewell contract to meet their procurement requirements regardless of how long that process may take.</p> <p>Recently Orkin began working with a current SWL Member customer on adding service for another division within their agency. The process began in August 2024 and finalizing the amendment occurred in December 2024. Orkin began servicing the second division late December 2024. Our Legal Department was instrumental in providing terms and conditions that were equally beneficial to both the agency and Orkin.</p> <p>There have been instances where the Member agency came to Orkin and requested pricing. After review of our proposal, the agency either kept their current provider or chose another provider for lower cost.</p> <p>Orkin understands that the Members are not required to use Orkin under our Sourcewell agreement but that it is an option for their pest control requirements. We also stress to Member agencies that if Orkin is not awarded a contract by the Member Agency for General Pest Control, that we are available to provide quotes for Odd Jobs, One Time Ancillary Services such as Bird Management, Mosquito Control, Termite Eradication or Disinfection services.</p> <p>Orkin has maintained our original \$90.00/hour negotiated pricing for all states, except CA since 2013. We have made the decision to increase the pricing for Hawaii to the CA rate because of the ever increasing costs to do business in CA and HI; but will be maintaining our negotiated hourly rate of \$90.00/hour for all remaining states for an unprecedented 12 years.</p> <p>Orkin is committed to being a good steward of state, municipal, education and non-profit dollars and want these government / public sector to know that because Orkin values their partnerships we will make it easier and more efficient to do business with us and still get Orkin's best pest control service, customer service and contract administration.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Orkin cannot commit to providing service to entities in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>Orkin will not be able to provide service in Canada. Orkin Canada is a totally separate entity in the Rollins family of brands and subject to their own company policies and the laws and regulations of the Canadian government.</p> <p>There is no area of the contiguous United States that Orkin cannot provide service. We have coverage in the 48 contiguous United States and Hawaii using Orkin service branches. In Alaska, Orkin has a long term subcontractor. We also have Franchises in Puerto Rico and the US Virgin Islands that currently provide services to federal government entities in those areas so they are very familiar with Orkin's government contract vehicles and government agency requirements.</p>	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	<p>There are no entity sectors that would not have access to Orkin's pest control solutions. Orkin has a national footprint in the contiguous United States and Hawaii. Orkin does not have a company owned branch in AK but would utilize a long-term subcontractor that we have in place.</p> <p>We are committed to our Sourcewell contract vehicle. Orkin's intention is to continue to working with state/municipal government, education and non-profit member agencies to utilize the SWL contracts for their requirement and Orkin's SWL contract for their pest control requirements.</p>	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>There are no restriction to the services that Orkin would be able to provide in Alaska, Hawaii, and the US Territories.</p> <p>However, in Alaska, Orkin would use a long term subcontractor, and the US Territories would be serviced by franchise owned branches.</p>	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>In 2023, Orkin's Government and Marketing Departments updated all internal Sourcewell information and uploaded a Sourcewell Tool Kit to our internal use only company website. Current and new field Account Managers are encouraged to download the Tool Kit to educate themselves on the SWL contract in conjunction with their Orkin Sales Training.</p> <p>The Government Business Development Manager participates in TEAMS and in-person Sales Meetings for branches, regions and division.</p> <p>2024 Sales Meetings: 11 nationwide 2023 Sales Meetings: 12 nationwide</p> <p>Government Department is now scheduling 2025 meetings to talk about our 2024 SWL sales successes and best practices for for winning Sourcewell Member Agencies to Orkin customers.</p> <p>Orkin Account Managers are encouraged to promote SWL in their sales presentations to all state, municipal and non-profit agencies. Orkin's Government Department regularly shares the SWL Membership list to Account Managers to sort for agencies in their respective sales regions. Additionally, if an agency is not a Member of SWL, Orkin reps recommend SWL and provide Jon Andres' phone and eMail to contact for any questions about Sourcewell Membership.</p> <p>The Government Business Development Manager also shares Orkin University meet and greets with the Region Sales Manager to encourage in person meeting with SWL staff and learning directly from SWL.</p> <p>See Attachment Zip File # 8 with Orkin's Tool Kit and updated internal sales documents.</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Orkin Account Managers are encouraged to use social media icons as part of their digital signature. Additionally, sales/service personnel are urged to participate on sites offering group discussion boards to gain insight into customer questions, issues and concerns from service to budget constraints.</p> <p>Our Marketing Department has imbed inbed the Sourcewell hyperlink on Orkin's Government page on www.orkincommercial.com</p>
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Sourcewell has been a valuable resource in meeting with Orkin's Government Business Development Manager to provide guidance and tools to better promote Sourcewell and Orkin's Sourcewell contract. The Member Updates, Membership lists, webinars and regional Sourcewell University meetings have aided Orkin's attempts to be more visible to the SWL Member community and provide training to our field Account Managers.</p> <p>The annual H20 event in MN is an excellent participation event. Orkin's Government Business Manager has attended and was able to share insights gained from similar contractors about the struggles of maintaining sales personnel interest in our SWL contract vehicle as well as developing positive momentum throughout the year.</p> <p>Jon Andres and Nikki Werk have made themselves available to the Government Department as well as Orkin Division and Region Sales Managers. They provide Member Spend Reports, participated on Region/Division team sales calls.</p>
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Orkin does not have an e-procurement ordering system for our government/public sector agencies. Orkin does participate on GSA, eBuy, Fed Bid and several state web procurement opportunities.</p> <p>Because Orkin is a service company, and our pest control service offerings vary by region, pest pressures, type of facility, and Member statements of work. We provide Members with location specific quotes.</p>

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Orkin is please to offer our Member Agency business partners No Cost Training for their staff / end users as part of our contracts in areas to include but not limited to:</p> <ul style="list-style-type: none"> *Bed Bug Inspections – Where to Look? *Setting up Shelving and Storge for Food Storage Warehouses/Storage Rooms *Effective Sanitation Practices *Pest Management in Food Service Areas <p>If after normal work day hours training is requested, there will be a 2 hour minimum charge.</p> <p>i.e. Sanitation Training for Housing Authority Residents after 5:00 PM</p> <p>Provide cleaning and sanitation tips to help residents keep their units pest free and suggestions for pest harborage free storage areas.</p>

42	Describe any technological advances that your proposed Solutions offer.	<p>Due to increasing demand for accountability, electronic documentation and data has resulted in the development of electronic remote monitoring devices, in particular for rodent control. Orkin has added electronic rodent monitoring - a pest control technology that uses sensors and traps to remotely monitor rodent activity. ERMs can be used indoors and outdoors to identify and address rodent problems before they become infestations. Sensor data is transferred to a web-based dashboard, which can be accessed 24/7 from any computer.</p> <p>Orkin InSite is Orkin's comprehensive customer portal that provides service data and analysis of Member Agency's pest control program. Orkin continues to upgrade InSite with to provide a high-level overview of Member Agency pest control program, including pest levels, pest pressure trends, past service reports and next scheduled service visit(s). Insight on pest management programs is available 24/7 on http://www.orkininsite.com. Member Agencies can easily navigate through the system to see one location or multiple. Orkin has provided an in depth Power Point presentation of Orkin InSite in Attachment File # 7.</p> <p>*Orkin continues to invest and upgrade hand-held devices for all Service Technicians to record equipment location and service information electronically, reducing the amount of paper used;</p> <p>*Mobile Apps for Sales and Service Personnel;</p> <p>*iPads are upgraded regularly for Account Manager to take pictures and put sales proposals together for electronic submission;</p> <p>*Electronic Certificates to allow Orkin Sales Manager to access state and federal agency procurement and reporting website;</p>	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Increasingly, commercial properties of all types are "going green" and obtaining LEED certification from the U.S. Green Building Council – a trend that helps improve human and environmental health and conserves water and energy. Reducing the environmental impact of your facility's indoor and outdoor pest control efforts through Integrated Pest Management (IPM) is a relatively easy way to obtain credits toward the LEED "Existing Building Operations and Maintenance" certification.</p> <p>An industry leader in IPM, Orkin has more than a century of experience in the pest control business. Our highly-trained professionals have extensive knowledge of IPM practices and a deep expertise in pest biology and the latest technologies – all to help stay compliant with LEED.</p> <p>LEED REQUIREMENTS FOR INDOOR AND OUTDOOR IPM</p> <p>Least-toxic pesticides.</p> <p>Minimum use of chemicals.</p> <p>Chemicals used only in targeted locations and only for targeted species.</p> <p>Routine inspection and monitoring.</p> <p>"Universal notification" of tenants when applying certain pesticide treatments. This means tenants are notified no less than 72 hours under normal circumstances – and no less than 24 hours in emergencies – before a pesticide other than a least-toxic pesticide is applied in a building or on surrounding grounds that the building maintains.</p> <p>Orkin is a US Green Building Council Member Education Provider. To obtain LEED certification in pest control, you must meet specific requirements within several categories. One of the primary LEED standards is that you'll need a written IPM policy* and documentation that it was followed – valuable resources that Orkin provides to all its customers.</p> <p>Orkin is a USGBC Education Provider committed to enhancing the ongoing professional development of the building industry and LEED Professionals through high-quality education programs. As the USGBC's first pest management Education Provider, Orkin has agreed to abide by USGBC-established operational and educational criteria, and is subject to annual reviews and audits for quality assurance.</p> <p>See Orkin's Attachment Files # 5 IPM LEED Certification Property Management Checklist and Orkin Healthcare Green IPM Training.</p>	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Orkin has implemented a number of practices to better serve our Member Agencies, while reducing environmental impact. These practices span a broad operating spectrum from day to day service delivery, fleet management to award winning training programs.</p> <p>See Attachment File # 4 Orkin ISO9001:2015 Certification</p> <p>See Attachment File # 6 Orkin_Rollins Sustainable Practices Plan</p>	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Orkin has held a Sourcewell (NJPA) oncontract since 2013. We are in the unique position of being an incumbent service provider for three-four year contract periods. We have twelve (12)years experience dealing with all types and levels of Sourcewell Members and requirements.</p> <p>Orkin's National Account Government Department has worked with Division, Region and Branch Managers to provide continuous training to field sales personnel. We provide initial training to new Account Managers and advanced training to more seasoned field sales personnel. Orkin has tenured Account Managers who are familiar and comfortable with selling pest control to government, education and non-profit entities, and Orkin has seen their Sourcewell footprint grow substantially.</p> <p>Their success is breeding success with other agencies within their sales territories. Orkin not only has the resources of our large company, we also have the resources of the Rollins' family of brands to ensure our success.</p> <p>Orkin has commercial business in every state that Sourcewell has a presence so our logo, service and the Orkin Man is a familiar and welcome presence. Agencies are open to Orkin's service offerings and dealing with a company whose longevity is 124 years strong.</p> <p>What Makes Orkin DIFFERENT?</p> <ol style="list-style-type: none"> 1. Consistent, High-Quality Service - When you choose Orkin, you get the proven and effective pest control protocols of the national leader. We want to be a partner you can count on—quietly, consistently, daily. 2. Customizable Service Portfolio - From insect and rodent control to proactive bed bug services, bird control and wildlife work, we configure a package to help meet your pest control needs, no matter the size and scope. 3. Unmatched Customer Support - We provide you with three layers of dedicated support: <ol style="list-style-type: none"> 1) Local branch management to help ensure responsive and effective service; 2) a quality assurance (QA) team helping to ensure your pest management service meets your high standards; and 3) our team of 90+ on-staff entomologists and wildlife biologists to help solve complex pest issues. 4. One-of-a-Kind Service Guarantee - We're so confident in our services that we offer a guarantee that is unique in our industry so you can feel just as confident (see below). 5. Faster Response Times - With 350+ corporate-owned locations and 35+ franchise locations in the U.S., our service teams may be closer to you than other providers. 6. The Gold Standard of Technicians - Every Orkin technician undergoes rigorous training and is required to participate in ongoing training for as long as they are with us. 7. A Century of Experience at Work for You - Otto Orkin started serving business customers in 1901. No other national company has been providing commercial pest control services longer. We've learned a lot in 124 years, and it's all yours when you partner with us. 8. Comprehensive Reporting - Our detailed service documentation helps ensure you have everything you need for inspectors, auditors and other regulatory agents. Plus, it allows us to identify patterns of pest activity, target treatments and adjust prevention efforts for maximum impact.
46	What eco-friendly products and methods do you use for pest control and describe how those methods minimize the impact of pest control treatments on the environment?	<p>By following the latest best practices in Integrated Pest Management (IPM), we help our Orkin [School, Food Safety, Retail, Restaurant, Healthcare, Hospitality, Multifamily, Pharmaceutical, Office, Logistics] Precision Protection™ clients create cleaner and healthier working environments. But we believe we have a responsibility to help protect the larger environment as well. Orkin's pest management philosophy starts with non-chemical approaches, such as mechanical traps and sealants, to prevent pests from entering and infesting agency buildings. We also use target-specific treatments that zero in on specific pest problems.</p>

47	Describe any integrated pest management (IPM) strategies your solutions offer.	<p>Orkin Commercial Services strongly advocates the use of Integrated Pest Management (IPM). IPM is an environmentally responsible approach to pest management that relies on a combination of practices. By taking advantage of all pest management options, starting with non-chemical techniques, IPM programs proactively manage pests and help minimize impacts on people, property and the environment.</p> <p>IPM is a collaborative effort, so Orkin will partner with agencies to identify maintenance and sanitation opportunities that will help minimize the need for and dependence on the routine application of traditional pesticides and chemicals. We'll provide your employees with the tools to immediately report evidence of pest activity so we can work with you to quickly implement preventive countermeasures. If chemical treatments are necessary, Orkin will apply them judiciously, always considering the least-toxic formulations first.</p> <p>Orkin A.I.M. approach to pest prevention. Effective pest management is a process, not a one time event. Through our IPM approach, which we call A.I.M., we identify the best program for the agency's needs based on our scientific research and custom solutions. Our methods combine a collaborative and ongoing cycle of three (3) critical activities. Maximum protection with minimum exposure.</p> <p>Assess the Situation Comprehensive inspections Pest identification Risk evaluation</p> <p>Implement a Customized Plan Focus on prevention Environmentally conscious approach Sanitation consultation</p> <p>Monitor, Document and Communicate Monitor for signs of pest activity Documentation of all services provided and recommendations</p>
48	Describe any certifications or endorsements your company and/or technicians hold that highlight your commitment to eco-friendly pest control practices.	<p>To ensure that our service continues to meet our clients' needs and to stay abreast of the trends and issues that affect our clients day in and day out, we get involved in their industries. Orkin supports a number of organizations through memberships, sponsorships or educational collaborations. Examples include:</p> <ul style="list-style-type: none"> - American Hotel & Lodging Association (AH&LA) - Association for the Healthcare Environment (AHE) - Building Owners and Managers Association (BOMA) - Centers for Disease Control and Prevention (CDC) - International HACCP Alliance - National Apartment Association (NAA) - National Restaurant Association (NRA) <p>We partner with several industry-leading organizations to advocate greener pest management practices in businesses across the country:</p> <ul style="list-style-type: none"> • As part of our commitment to environmental responsibility, Orkin is a member of the National Pest Management Association's Quality Pro, a program that maintains rigorous ethical and operational standards for professional pest control operators. • Orkin partners with the Association for the Healthcare Environment (AHE) to promote more effective and environmentally responsible pest control practices in healthcare settings. We co-authored "AHE's Recommended Practice: Integrated Pest Management," a best practices guide to healthcare pest control, and launched HealthcarePestControl.com, an interactive online handbook that provides free training resources on smarter pest management practices. <p>Orkin was the first pest management Education Provider for the U.S. Green Building Council (USGBC). We developed an online training program for the USGBC to teach the building industry and LEED professionals about Integrated Pest Management and how it fits into green building practices.</p>
49	Describe how your pest management practices comply with local and national regulations.	<p>Orkin has an Environmental Stewardship Group, a team of coworkers from across the company who review Orkin practices and initiatives to monitor and maintain our responsible environmental stewardship.</p> <p>Orkin Service Pros complete 160 hours of hands-on training in their first year and on-going training every year in the federal, state and local regulatory requirements.</p> <p>Orkin's Managing Director of Regulatory & Environmental Relations is acting Chairperson for the NPMA Committee working with the EPA on pesticides, pesticide usage and ensuring effective but least toxic products, labeling and proper usage.</p>

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	Orkin is large business and does not certify as WMBE, Small Business, Service Disabled Veteran Owned Business (SDVOB) or Native Tribe Business. Orkin is a successful subcontractor to three (3) SDVOB and with two (2) Native Tribe companies on several government projects nationwide. We continue to look for opportunities to partner with Minority, Women Owned, 8a, HUBZone, Native Tribe and SDVOB in order to expand their business and Orkin's subcontract footprint in the government sector. Orkin Service Branches invest in their local communities and economies by utilizing small and minority businesses to provide services to include but not be limited to: office cleaners, window washers, caterers, florists, and local garages for vehicle maintenance.	*
51		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable	*
52		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable	*
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable	*
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable	*
56		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable	*
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable	*
58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	Net 30 from date of a correct and compliant invoice Orkin accepts the following: PCARD / Credit Card Payment ACH -Automated Clearing House Payments EFT - Electronic Funds Transfer Checks	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	Not Applicable	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Orkin has a National Account Service Agreement that can be used if an agency does not have their own agreement to be used. Orkin has development a Price/Service Spreadsheet template that provides pricing for multiple facilities that will be serviced under contract. Samples are included in Attachment File # 10C.	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Orkin accepts PCARD / Credit Card payments. There is no additional fee for using this process.	*

63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>See Orkin's SWL Pricing Documents in Attachment Files # 10A. and 10B.</p> <p>Orkin is providing SWL Members Firm Fixed Price quotes based upon a Ceiling Hourly Rate of \$90.00/hour for General Pest Control for all states except CA and HI. (25% discount off our Commercial Hourly Rate of \$120.00/hour.)</p> <p>CA and HI SWL Members are provided Firm Fixed Price quotes based on a Ceiling Hourly Rate of \$112.50/hour .</p> <p>Orkin's SWL price rates are 25% off the current commercial rates for those areas.</p> <p>Orkin would advise that we have kept the same hourly rates for all states except CA & HI, since our original SWL contract in 2013. Orkin raised prices in CA in 2021 due to the high inflation in CA. We are asking for a price increase for HI this period of performance due to the higher cost of doing business on the island state.</p> <p>Firm Fixed Pricing for structures and facilities would be based upon an inspection and proposal.</p> <p>Because of the increased costs for pest control equipment and materials, Orkin is requesting a price increase for equipment in all states.</p>	*						
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Orkin is providing a 25 % discount off our commercial pricing for services.</p> <p>\$90.00 / hour for all states except CA & HI.</p> <p>California & Hawaii hourly rate is 15% higher because our commercial rate is \$150 -\$170.00/hour in those states.</p>	*						
65	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Sourcewell Volume Pricing Discount</p> <table><tr><td>\$ Annual Cash Receipts</td><td>Discount %*</td></tr><tr><td>\$ 500,000.00</td><td>1%</td></tr><tr><td>\$1,000,000.00+</td><td>2%</td></tr></table> <p>*Discounts are based on annual cash receipts as of January first and applied to all accounts that are current locations serviced on February first. All discounts are applied to the original rate.</p> <p>Service Contractor will provide an annual summary report of payment receipts by customer to Manager.</p> <p>Discounts are based on a (3) year national contract with Sourcewell.</p> <p>*Discounts are not rebates and are price reductions for customers per the above agreement.</p> <p>*Members or Member locations may only participate in one discount or group purchase program with Orkin at any given time.</p>	\$ Annual Cash Receipts	Discount %*	\$ 500,000.00	1%	\$1,000,000.00+	2%	*
\$ Annual Cash Receipts	Discount %*								
\$ 500,000.00	1%								
\$1,000,000.00+	2%								
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Orkin would supply a price for any sourced or related service defined as "open market". Orkin will always submit a cost proposal to a Sourcewell Member for their approval and will not begin any work /service until a signed agreement or Purchase Order is issued.</p>	*						
67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Unique acquisition costs that are not included as part of Orkin's submission would be items such as Lift Rentals, Hotel/M meal & Incremental charges for ancillary services such as bird management work; bat guano removal; work that would require additional costs to cure. Orkin would submit a separate proposal for these types of situations/services and obtain a signed agreement with Member Agency prior to beginning any work or service. These costs will always be presented prior to any work initiated.</p>	*						
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Orkin's service costs are FOB Delivered.</p>	*						
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Because of Orkin's national footprint and service locations in contiguous United States, HI, Puerto Rico and the US Virgin Islands, Orkin ships products and equipment to all the service branch locations on a regular basis.</p>	*						
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Because Orkin has brick and mortar service branches with certified / licensed service personnel already in place Orkin can begin service within 7-10 days of receiving a fully executed contract. Our model is such that we do not have to hire personnel but rather blend new SWL Member business into our existing branch portfolios.</p>	*						

71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>Orkin's National Accounts (NA) Government Department is tasked with reviewing Orkin's Sourcewell Account Manager's proposals before they are sent to any Member Agency to ensure price compliance.</p> <p>Upon notification of contract award, the documents are sent to the NA Government Department for upload into Orkin's system.</p> <p>NA Government Dept. verifies contract information and uploads the Member Agency. There are several internal checks and balances that the upload contains to ensure that Orkin is correct and compliant to our contract:</p> <ol style="list-style-type: none"> 1. Category Code used: GOVT 2. Proper naming convention is used: SWL/Member Agency 3. Purchase Order/Contract information and Period of Performance is entered for each 4. 2% CVA fee 5. Tax Exempt (varies by state) <p>Daily Audit Reports are run to verify that entered information is correct and dollars match contract</p> <p>Monthly Sales Reports are run for all NA Business Development Managers and Field Sales Reports are run to review and spot check for internal audit purposes.</p> <p>Customer Names/Identifiers eMail Addresses (containing but not limited to: .org; .state.us; .edu Tax Exempt</p> <p>Quarterly Sales Reports are run by the Reporting Supervisor and sent to the Government Business Development Manager who forwards to Jon Andres and Nikki Werk, Orkin's Sourcewell Supplier Development team.</p> <p>The Reporting Supervisor requests the Quarterly Fee Payment check from Accounts Payable and sends to Sourcewell.</p>	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>Orkin is a sales organization that tracks monthly, quarterly and annual sales numbers for all sales personnel company-wide. Sales numbers are used to monitor and track performance.</p> <p>The National Accounts (NA) Government Department is provided sales numbers by Customer and Category Code so we know whether we are reaching our goals. Sourcewell has allowed Orkin the autonomy to set our sales goal.</p> <p>Success is annual double digit increases. Single digit increase is meeting expectation. Triple digit increase (as was attained 2023 to 2024) is exceeding expectations.</p>	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	<p>Orkin adds a 2% internal fee to each Sourcewell Contract entered which is paid by the service branch. The dollars are captured and Orkin uses that fund to pay the Sourcewell Quarterly Fee.</p> <p>No fees are ever passed on to the Member Agency.</p>	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Under Orkin's GSA Schedule Contract, we are required to provide federal agencies with "best nation pricing". Under a Sourcewell Contract, Orkin is providing state, municipal, education (K-University) and non-profits we provide "best state" pricing. Orkin will provide two (2) separate price lists. 1. California and Hawaii 2. All other States Please refer to Orkin's Attachment File # 10A CA_HI Pricing and #10B All States except CA & HI Pricing

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
74	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	As the largest, most experienced pest management services company in North America, Orkin provides services that include, but are not limited to: General Pest Control, Bed Bug Services, Bird Management, Termite Eradication, and Wildlife Control. Orkin delivers solutions to federal and state agencies, education (K-University) healthcare and hospitality facilities, military installations, transportation agencies, airports, zoos, parks & recreational areas, government warehouses, and food service organizations nationwide. See Attachment Files # 9A. and 9B for Orkin's SWL Pest Coverage document.
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Exclusion Services Orkin's Exclusion Services provide comprehensive coverage of your facility from the ground up – and everything in between – to help form a barrier against pests. > Door Sweeps: help limit gaps around your doors and prevent pests from sneaking in undetected. > Air Curtains: Installing air curtains to create positive airflow will help keep flying pests out of your property. > Weather-Resistant Sealants: Seal cracks and crevices with weather-resistant caulking to close up any entry points that a pest may find. Floor and Drain Cleaning Using naturally occurring bacteria and enzymes that safely dissolve greasy buildup in pipes, cracks, and crevices, Orkin Actizyme® Floor and Drain Cleaner's "deep clean" is scientifically formulated to help control odors and remove drain grime. Electronic Rodent Monitoring is a pest control technology that uses sensors and traps to detect and record rodent activity in hard to access areas, high security areas and for sensitive areas and provides alerts to the service staff's electronic devices when activity is present Orkin would provide a cost proposal for the Member Agency. No services/equipment would be installed without a separate written agreement.

Table 78: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
76	Insects	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see Orkin's Pest Coverage documents in Attachment Files # 9A and 9B.	*
77	Rodents	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see Orkin's Pest Coverage documents in Attachment Files # 9A and 9B.	*
78	Reptiles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see Orkin's Pest Coverage documents in Attachment Files # 9A and 9B.	*
79	Birds	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see Orkin's Pest Coverage documents in Attachment Files # 9A and 9B.	*
80	Aquatic Species	<input type="radio"/> Yes <input checked="" type="radio"/> No	Orkin does not provide aquatic pest control.	*
81	Other Pests	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see Orkin's Pest Coverage documents in Attachment Files # 9A and 9B.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Orkin Pricing Pest Coverage Price Template AttachFiles 9A_9B_10A_10B_10C.zip - Monday January 27, 2025 21:43:56
 - [Financial Strength and Stability](#) - Orkin Financial Stability AttachFiles 1_1A_1B.zip - Monday January 27, 2025 21:44:18
 - [Marketing Plan/Samples](#) - Orkin Marketing SWL Toolkit AttachFile 8.zip - Monday January 27, 2025 21:44:36
 - [WMBE/MBE/SBE or Related Certificates](#) - Orkin I SO-9001-2015_Green Initiatives_Sustainability AttachFiles 4_5_6.zip - Monday January 27, 2025 21:59:37
 - Standard Transaction Document Samples (optional)
 - [Requested Exceptions](#) - Orkin Requested Exceptions AttachFiles 11_11A_11B_11C.zip - Monday January 27, 2025 22:08:43
 - [Upload Additional Document](#) - Orkin DIVISION_Region_Branch Org Charts_Sales_Service Workforce AttachFiles 2_3A_3B.zip - Monday January 27, 2025 21:57:16

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Deborah A Toth, Government Business Development Manager, Orkin, LLC

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

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 2 Pest Control Services RFP 012825 Wed January 22 2025 07:46 AM	<input checked="" type="checkbox"/>	2
Addendum 1 Pest Control Services RFP 012825 Tue December 10 2024 10:57 AM	<input checked="" type="checkbox"/>	1

Performance Evaluation Details

ID	E4
Project	Pest Control Services
Project Number	RFP#042821-ORK
Supplier	Orkin LLC
Supplier Project Contact	Louis Beard (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	01/01/2025 to 03/31/2025
Effective Date	05/05/2025
Evaluation Type	Formal
Interview Date	05/05/2025
Expectations Meeting Date	05/05/2025
Status	Completed
Publication Date	05/05/2025 08:01 PM EDT
Completion Date	05/05/2025 08:01 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

Orkin exterminators and other staff are responsible and capable. They have met expectations and needs.

TIMELINESS OF PERFORMANCE

17/20

Rating

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

Comments

Orkin is able to perform work orders in a timely manner.

BUSINESS RELATIONS

17/20

Rating

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

Comments

Orkin's staff is available by phone or email during normal business hours, and typically response to request on same day or within 24 hours.

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

Orkin invoices are timely and accurate.

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

Orkins honor contract prices and doesn't overcharge for emergency services.

GENERAL COMMENTS

Comments

Orkin provides excellent supervision of staff who are conducting the work in County buildings and facilities. Their reports and personnel are accessible as needed. They maintain good business relation and meet county pest needs in timely manner.



COOPERATIVE PURCHASING JUSTIFICATION AND APPROVAL FORM

In accordance with Division 12 of the Fulton County Purchasing Code the Purchasing Agent may enter into an agreement with any public procurement unit for the cooperative use of supplies or services; and, may procure supplies, services or construction items through contracts established by the purchasing division of the state where such contract and contractors substantially meet the requirements of the Purchasing Code. Complete the form below to request the Department of Purchasing review the request to engage in cooperative purchasing.

Requesting Department/Agency Department Of Real Estate & Asset Management

Department/Agency Contact Information: Khandi Flowers

Cooperative Contract Number and Title: Sourcewell #042821-ORK, Pest Control Services

Estimated Spending Request: 150,000.00

Contract Source (Identify the source of the cooperative contract by checking the appropriate box):

<input checked="" type="checkbox"/> Public Cooperative Entity (EX: Omnia Partners, NASPO) List Cooperative Entity: Sourcewell	<input type="checkbox"/> State of Georgia Statewide Contracts (Department of Administrative Services)
<input type="checkbox"/> Federal Government (GSA Contract)	<input type="checkbox"/> Other Governmental Entity (Ex: City of Atlanta, Dekalb County) List Government Entity:

Verification Requirements

In order to utilize the cooperative purchasing, statewide or GSA contract, the User Department/Agency must provide justification for the use of the cooperative purchase and why the particular cooperative contract is most advantageous to the County as it relates to price and other factors.

1. Provide justification for the use of the cooperative purchase. The County attempted to do an independent pest control contract that provided full coverage for all of the County's facilities. The price tag was cost prohibitive. With the issues the County was experiencing only full coverage was an option. In checking with the State, they had partnered with the Sourcewell for pest control services, which is the contract that the County is seeking approval for use.
2. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value and advantageous to the County. This may include but is limited to:
 - a. Leveraging benefits of volume purchasing
 - b. Service delivery requirement advantages
 - c. Provides a comprehensive pest control treatment plan and schedule of service for each facility monthly.
 - d. Treatment of the exterior perimeter of every building for ants and other pests, (excluding wood destroying organisms) on a monthly, minimum, or as needed basis.
 - e. Rodent control around the exterior of every building utilizing bait stations and various flavors of baits. The bait stations are weather-proof, secured, and numbered for easy monitoring.

- f. Rodent control for interior shall consist of mechanical traps or glue boards.
 - g. Control of birds shall be provided as needed.
 - h. Treatment of non-housing, non-food production areas, such as hallways, storage rooms, janitorial rooms, and loading dock, shall be treated by spot or crack and crevice, as appropriate, on a schedule based on actual need.
 - i. Treatment of all pipe chases that contains an insect growth regulator.
 - j. Treatment of all sleeping areas with gel-type baits.
 - k. 2/24 response to emergencies – respond in 2 hrs. 24/7 to emergency needs
3. Provide documentation verifying that the cooperative, statewide or GSA contract is current and awarded through a competitive process.
4. Provide a copy of the cost proposal/quote received.

TO BE COMPLETED BY THE DEPARTMENT OF PURCHASING REPRESENTATIVE:

DOES THE SOLICITATION MEET THE REQUIREMENTS	YES	NO
Reviewed the justification provided by the requesting department/agency and determined that the use of the cooperative purchase/statewide/GSA Contract is justified.	X	
Reviewed the cost analysis provided and determined that the use of the cooperative purchase/statewide/GSA Contract is best value and/or advantageous to the County:	X	
Reviewed the documentation provided and obtained a copy of the contract, solicitation documents, award letters, etc., to verify that the cooperative, statewide or GSA contract is current and was awarded through a competitive process.	X	
The use of the contract meets the needs of the requesting department/agency.	X	
The proposed contracting entity is authorized to conduct business in the State of Georgia.	X	
If applicable, the contracting entity must comply with the Georgia Security and Immigration Act (E-Verify). A copy of the Georgia Immigration and Security Contractor Affidavit is obtained from the contracting entity.	X	
If federal funded, documented that the contracting entity is not on the Excluded Parties List System (EPLS) that identifies those parties debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement rule, or otherwise declared ineligible from receiving federal contracts, certain subcontracts, and certain federal assistance and benefits.	X	
Obtain Certificate Insurance requirements based on the coverage and limits included in the cooperative purchase/statewide/GSA contract. The County must be the Certificate Holder, Add'l Insured and Subrogation boxes should be marked.	X	

Purchasing Representative Recommendation:

I have reviewed the items on the above checklist for this solicitation and the request

X meets the requirements _____ does not meet the requirements

 X meets the requirements _____ does not meet the requirements

(Ensure that backup documentation has been scanned/saved into folder for this request)

(CAPA/APA) Purchasing Agent Mark Hawks Date 6/27/25

Chief Purchasing Agent _____ Date _____



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0517

Meeting Date: 7/9/2025

Department

Real Estate and Asset Management

Requested Action

Request approval to increase the spending authority - Department of Real Estate and Asset Management, 23ITB138304C-JNJ, Standby Fencing Installation and Repair in the amount not to exceed \$200,000.00 with Osborne & Witt, Inc., d.b.a. Allied Fence Company (Mableton, GA), for a one-time capital project to enhance perimeter security at the Juvenile Justice Center Judges' parking area by installing 8-foot-high security fencing to deter ongoing vehicle vandalism. Effective upon BOC approval.

Requirement for Board Action

In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion, 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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: This request is for a one-time capital project to enhance security at the Juvenile Justice Center Judges' parking area by installing 8-foot-high perimeter security fencing, which has become necessary to deter ongoing vehicle vandalism. Due to this request exceeding the current available spending authority on the existing contract, additional BOC action is needed.

There were no changes in underlying contract's terms and conditions

Scope of Work: The Scope of Work for this one-time capital project to enhance perimeter security at the Juvenile Justice Center Judges' parking area includes:

- a) Remove the existing perimeter fence,
- b) Replace it with 8'+1' expanded metal (Amico) fencing, and
- c) Install 151' of 8' Aegis II Invincible as a secondary fence.

Community Impact: None that the Department is aware.

Department Recommendation: DREAM recommends approval of the requested increase to enhance perimeter security at the Juvenile Justice Center Judges' parking area fencing to deter ongoing vehicle vandalism.

Project Implications: This one-time capital project is intended to enhance perimeter security at the Juvenile Justice Center Judges' parking area. The project will contribute to a safer working environment for judicial personnel, reduce property damage risk, and demonstrate the organization's commitment to staff safety and asset protection.

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

Department Issues/Concerns: If the request is not approved, the County does not have the capacity, or the expertise, to perform these services in-house, which will result in delays to enhance perimeter security at the Juvenile Justice Center Judges' parking area fencing.

Contract Modification

CURRENT CONTRACT HISTORY	Boc item	Date	DOLLAR AMOUNT
Original Contract Amount	23-0768	11/1/23	\$200,000.00
1 st Renewal	24-0636	10/2/24	\$200,000.00
Name Change	25-0091	2/5/25	\$0.00
Increase Spending Authority No 1	TMP-6246		\$200,000.00
Total Revised Amount			\$600,000.00

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

Contract Value: \$200,000.00

Prime Vendor: Allied Fence Company, Inc.

Prime Status: Non-Minority

Location: Mableton, GA

County: Cobb County

Prime Value: \$200,000.00 or 100.00%

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

Total Certified Value: **\$0.00 or 0.00%****Exhibits Attached**

Exhibit 1: Amendment No. 1 to Form of Contracts

Exhibit 2: Contractor's Performance Reports

Exhibit 3: Cost Proposal

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$200,000.00

Previous Adjustments: \$200,000.00

This Request: \$200,000.00

TOTAL: \$600,000.00

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:**

500-405-4050-C252- Major Program FAC, Program C252, Phase 500CST, Juvenile Court Security Upgrades

Key Contract Terms	
Start Date: Upon Approval	End Date: 30 calendar days

Agenda Item No.: 25-0517

Meeting Date: 7/9/2025

Cost Adjustment:	Renewal/Extension Terms: N
\$200,000.00	

Overall Contractor Performance Rating:85

Would you select/recommend this vendor again?

Yes

Report Period Start:

1/31/2025

Report Period End:

3/31/2025

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: Osborne & Witt Inc. d/b/a Allied Fence Co.

Contract No.: 23ITB138304C-JNJ, Standby Fencing Installation and Repair

Address: P O Box 276
City, State Mableton, GA 30126

Telephone: 770-944-1501

Email: Todd@alliedfence.com

Contact: Todd Edlin
President

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Osborne & Witt Inc. d/b/a Allied Fence Co., to provide all materials, labor, tools, equipment, and appurtenances necessary for Standby Fencing Installation and Repair, dated the 1st day of January 2024, on behalf of the Department Of Real Estate & Asset Management; and

WHEREAS, the purpose of this amendment is to increase the spending authority to cover the costs for a one-time capital project to enhance security at the Juvenile Justice Center Judges' parking area by installing 8 ft high perimeter security fencing, to deter ongoing vehicle vandalism, FY2025; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on July 9, 2025; BOC Item 25-.

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

This Amendment No. 1 to Form of Contract is effective as of the 18th day of June, 2025, between the County and Osborne & Witt Inc. d/b/a Allied Fence Co., 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 Scope of Work for this one time capital project to enhance security at the Juvenile Justice Center Judges' parking area by installing 8 ft high perimeter security fencing, to deter ongoing vehicle vandalism, includes: a) Remove the existing perimeter fence; b) Replace it with

8'+1' expanded metal (Amico); and, c) Install 151' of 8' Aegis II Invincible as a secondary fence.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$200,000.00 (Two Hundred Thousand dollars no cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

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

CONTRACTOR:

**OSBORNE & WITT INC. D/B/A
ALLIED FENCE CO.**

Todd Edlin
President

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING
--

ITEM#: _____ 2 ND RM: _____ SECOND REGULAR MEETING

Performance Evaluation Details

ID	E2
Project	Standby Fencing Installation and Repair
Project Number	23ITB138304C-JNJ
Supplier	Osborne & Witt Inc. d/b/a Allied Fence Co.
Supplier Project Contact	Todd Edlin (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	01/01/2025 to 03/31/2025
Effective Date	05/23/2025
Evaluation Type	Formal
Interview Date	05/23/2025
Expectations Meeting Date	05/23/2025
Status	Completed
Publication Date	05/23/2025 10:39 AM EDT
Completion Date	05/23/2025 10:39 AM 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

Good quality of service. Meets requirements for specs stated in the contract. Very few problems and effective and efficient serving Fulton County

TIMELINESS OF PERFORMANCE

17/20

Rating

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

Comments

Generally very good with schedules and getting projects completed in a timely manner. No delays. Meets contract requirements with both product and service.

BUSINESS RELATIONS

17/20

Rating

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

Comments

Excellent business relations. Responds quickly to request for proposals, Responds quickly to inquiries and technical requests. Always available. Effective and Efficient.

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

Users are always satisfied. Management is professional and responds to requests for information in a timely manner. Always available.

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

Always meets and complies with pricing in the contract. meets spec requirements and is in line with industry standards pricing and resolves cost issues in a timely manner.

GENERAL COMMENTS

Comments

East to work with. Effective, Efficient and management and staff are experts, knowledgeable and professional.

Cobb

P.O. Box 276
 430 Veterans Memorial Hwy.
 Mableton, GA 30126-0276
 Phone: (770) 944-1501
 Fax: (770) 739-8202



A Sign of Quality Since 1953

www.alliedfence.com

**Gwinnett**

905 Cripple Creek Dr.
 Lawrenceville, GA 30043
 Phone: (770) 995-0987
 Fax: (770) 995-7973

PROPOSAL

PROPOSAL SUBMITTED TO:	Fulton County	PHONE	DATE
ATTN:	Mark Moore		5/13/2025
STREET	JOB NAME		
CITY, STATE & ZIP CODE:	Fulton County Juvinial Court 25228		
EMAIL:	JOB LOCATION		
Mark.moore1@fultoncountyga.gov	395 Pryor St SW, Atlanta GA 30312		
P.O.#		JOB PHONE	
		404-966-7841	

Specifications			Quantities	
Total Height	8'+1'	Top Rail	1 5/8"	O.D.
Post Spaced	8'	Line Post	2 1/2"	O.D.
Style Fence	Expanded Metal(Amico)	End Post	3"	O.D.
Knuckle	<input type="checkbox"/>	Corner Post	3"	O.D.
Twist	<input checked="" type="checkbox"/>	Walk Gate Post	N/A	O.D.
		Drive Gate Posts	3"	O.D.
		Gate Frames	2"	O.D.
		Footage	544'	
		Term Posts	4	
		Gate Posts	0	
		Line Posts	69	
		Walk Gates	0	
		Drive Gates	0	

Remove the existing perimeter fence and replace it with 8'+1' expanded metal(Amico) \$140838.00

Install 151' of 8' Aegis II Invincible as a secondary fence. \$55041.00

See Attached

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:
One hundred ninety five thousand eight hundred seventy nine dollars (\$ **195,879.00**).

Payment to be made as follows: **Total on Completion**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications will become an extra charge over and above the estimate. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers Compensation and Liability Insurance. Fence ownership transfers to customer upon final payment. Additional charges will apply if underground obstructions are encountered.

Authorized

Signature: Gene McGuire
 (NAME - PRINTED)

Note: This proposal may be
 withdrawn by us if not accepted within **15** days.

Acceptance of Proposal - The above prices and specifications as well as the terms and conditions on the reverse side of this proposal are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0518

Meeting Date: 7/9/2025

Department

Real Estate and Asset Management

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

Request approval to increase the spending authority - Department of Real Estate and Asset Management, Bid#22ITB134894C-MH, Maintenance and Testing of Fire Intrusion Alarm Systems in the total amount not to exceed \$20,000.00 with Entec Systems, Inc. (Suwanee, GA), to provide immediate repair/or replacement of malfunctioning fire alarm systems located at three (3) Fulton County facilities: HJC Bowden Senior Multipurpose Center, Adamsville Regional Health Center, and Auburn Avenue Research Library. Effective upon BOC approval.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background The requested increase in spending authority will address unforeseen repair/replacement needs identified during annual maintenance of the fire alarm systems at three (3) County facilities. This immediate repair/replacement allows the County to be in compliance with regulation NFPA-72 (National Fire Protection Association).

Replacement Costs:

	County Facility	Description of Work	Cost
1	HJC Bowden Senior Multipurpose Center 2885 Church Street Atlanta, GA 30344	Replace and install new fire-lite manual pull station, rear exit to Adult Call pull station, system sensor conventional duct detector, riser room detector, batteries in Evac Panel, and repair wiring on FACP NAC 2 & 4 and power supply NAC	\$1,911.33
2	Adamsville Regional Health Center, 3700, Martin Luther King, Jr Drive Atlanta, GA 30331	Replace and install new Silent Knight 6808 FACP & remote annunciation, and provide programming & check-out	\$6,176.62
3	Auburn Avenue Research Library 101 Auburn Ave NE Atlanta, GA 30303	Replace a damaged Notifier FACP and NAC Power Supplies and install new Honeywell 10-amp NAC Power Supply, Notifier parts, and provide programming & check-out	\$11,953.20
Total Costs			\$20,041.15

Scope of Work: The underlying contract furnishes all materials, parts, labor, equipment, and appurtenances necessary to provide on-site preventive maintenance and testing of fire-intrusion alarm systems tasks for all system components to include fire alarm main and sub panels including intrusion alarm connections for Fulton County facilities.

The scope of work also includes, but not limited to:

- LED lamp & batteries
- Smoke and heat detectors
- Horns and strobes
- Duck smoke detector
- Pull stations
- Fireman phone jacks
- Override panels

The requested increased spending authority in the amount of \$20,000.00 will allow DREAM to both complete the necessary repair/replacement of these identified malfunctioning fire alarm systems in these three (3) County facilities and have sufficient spending authority for the remainder of FY2025 to cover annual testing of fire intrusion alarm system services Countywide.

Community Impact: Failure of fire alarm can also place the building out of compliance with Fire and Life safety Codes affecting its eligibility to continue County operations. This will cause enormous uncertainty in the operation of the system and potential risk to the property of Fulton County.

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

The replacement project will be managed by the Department of Real Estate and Asset Management, Central Fulton Building Maintenance Division.

Project Implications: Current fire code/regulations requires that all fire alarm and suppression systems be tested with any noted deficiencies addressed in short order as mandated by the State Fire Marshall. Non-compliance also could result in potential life-safety risks for employees and visitors to Fulton County facilities.

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

Department Issues/Concerns: If this increase in spending is not approved, the Department will not be able to provide the required maintenance and testing of fire- intrusion alarm systems in Fulton County facilities and without testing to determine deficiencies in the systems, it will increase risk for the County

Contract Modification

(B) Entec Systems, Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0873	11/16/22	\$35,000.00
Increase Spending Authority No. 1	23-0374	6/7/23	\$35,975.00
1st Renewal	23-0660	10/4/23	\$35,000.00
2 nd Renewal	24-0622	10/2/24	\$35,000.00
Increase Spending Authority No. 2			\$20,000.00
Total Revised Amount			\$160,972.00

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

Contract Value: \$ 20,000.00

Prime Vendor: Entec Systems, Inc.
Prime Status: Non-Minority
Location: Suwanee, GA
County: Gwinnett County
Prime Value: \$20,000.00 or 100.00%
Subcontractor: None

Total Contract Value: \$20,000.00 or 100.00%
Total Certified Value: \$-0-

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

Exhibit 1: Amendment No. 2 to Form of Contract

Exhibit 2: Cost Proposals

Exhibit 3: Contractor's Performance Report

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$35,000.00
Previous Adjustments: \$105,975.00
This Request: \$20,000.00
TOTAL: \$160,975.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5221-1116: General, Real Estate and Asset Management, Building Maintenance- \$20,000.00

Key Contract Terms	
Start Date: Upon BOC Approval	End Date: 12/31/2025
Cost Adjustment: Click here to enter text.	Renewal/Extension Terms: N

Overall Contractor Performance Rating: 79

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/1/2025

Report Period End:
3/31/2025

AMENDMENT NO. 2 TO FORM OF CONTRACT

Contractor: **Entec Systems, Inc.**

Contract No. **22ITB134894C-MH, Maintenance and Testing of Fire-Intrusion Alarm Systems**

Address: **450 Satellite Blvd # P,**
City, State **Suwanee, GA 30024**

Telephone: **(770) 931-0800**

E-mail: www@entecsys.com

Contact: **Laura Mobley,**
Corporate Office Manager/HR Director

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with **Entec Systems, Inc.** to provide Maintenance and Testing of Fire-Intrusion Alarm Systems, dated January 1, 2023, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the purpose for of this amendment is for the approving of increase spending authority to cover the costs for immediate repair/or replacement of malfunctional fire alarm systems located at three (3) Fulton County facilities: HJC Bowden Senior Multipurpose Center, Adamsville Regional Health Center, and Auburn Avenue Research Library, and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on **July 9, 2025, BOC Item #25-**.

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

This Amendment No. 2 to Form of Contract is effective as of the 18th day of June 2025, between the County and **Entec Systems, Inc.**, who agree that all Services specified will be performed in accordance with this Amendment No. 2 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To furnish all labor, materials, tools, equipment, and appurtenances necessary to provide modification to existing contract resulting from some unforeseen repair/replacement requirements identified

during annual maintenance of fire alarm systems at these three (3) County facilities. This immediate repair/replacement allows the County to be in compliance with regulation NFPA-72 (National Fire Protection Association).

Replacement Cost:

	County Facility	Description of Work	Cost
1	HJC Bowden Senior Multipurpose Center 2885 Church Street Atlanta, GA 30344	Replace and install new fire-lite manual pull station, rear exit to Adult Call pull station, system sensor conventional duct detector, riser room detector, batteries in Evac Panel, and repair wiring on FACP NAC 2 & 4 and power supply NAC	\$1,911.33
2	Adamsville Regional Health Center, 3700, Martin Luther King, Jr Drive Atlanta, GA 30331	Replace and install new Silent Knight 6808 FACP & remote annunciation, and provide programming & check-out	\$6,176.62
3	Auburn Avenue Research Library 101 Auburn Ave NE Atlanta, GA 30303	Replace a damaged Notifier FACP and NAC Power Supplies and install new Honeywell 10-amp NAC Power Supply, Notifier parts, and provide programming & check-out	\$11,953.20
	Total Costs		\$20,041.15

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed **\$20,000.00** (Twenty Thousand Dollars and Zero Cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 2 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 2 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 2 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

ENTEC SYSTEMS, INC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Laura Mobley,
Corporate Office Manager/HR
Director

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Office of the County Attorney

APPROVED AS TO CONTENT:

Notary Public

County: _____

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

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2 nd RM: _____ SECOND REGULAR MEETING
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Entec Systems

Integrated Systems Solutions

Quote To: FC HJC Bowden Senior Ctr

Account Manager: Mike Hodge

Quote Number: 41258-FC HJC Bowden SC Repairs 2025

Date 5/21/2025

Quote Expires on: 6/20/2025

Project: FC HJC Bowden SC Repairs 2025

Qty	Part #	Description	Price	Extend
1	BG-12L	Firelite Manual Pull Station	\$44.42	\$44.42
2	LABOR.	Replace Rear Exit to Adult Care pull station	\$100.00	\$200.00
1	D4120	System Sensor Conventional Duct Detector	\$214.92	\$214.92
1	DST-5	Duct Detector sample tube	\$23.69	\$23.69
4	LABOR.	Replace Riser Room duct detector	\$100.00	\$400.00
2	LABOR.	Troubleshoot 1st Floor no audible alarm tone	\$100.00	\$200.00
2	LABOR.	Repair wiring on FACP NAC 2& 4 for proper circuit supervision	\$100.00	\$200.00
2	LABOR.	Repair wiring on Power Supply NAC 1 for proper circuit supervision	\$100.00	\$200.00
2	1275	12v 7ah Battery	\$50.00	\$100.00
2	LABOR.	Replace batteries in Evac Panel	\$100.00	\$200.00
1	Markup	10% Parts Markup	\$38.30	\$38.30
2	Trip	Entec Trip Charge	\$45.00	\$90.00

Entec Systems Inc. will provide the following equipment and services as listed. Additional equipment and services may require an authorized change order from contractor.

Acceptance Terms Entec Systems Inc. quote is valid for 60 days, authorized signature and P.O. are required to insure pricing.

Payment Terms Equipment and materials, billed upon storage. Labor and installation, billed as progress payments.

Project Total: \$1,911.33

Name: _____

Signature: _____

ENTEC Systems, Inc.
450 Satellite Blvd., Suite P
Suwanee, Georgia 30024
770 931 0800 * 770 931 2010 fax
www.entecsys.com



Quote To: FC Adamsville Regional HC

Account Manager: Mike Hodge

Quote Number: 41249-FC Adamsville HC FACP

Date 5/19/2025

Quote Expires on: 6/18/2025

Project: FC Adamsville HC FACP

Qty	Part #	Description	Price	Extend
1	6808	Silent Knight 6808 FACP	\$1,221.21	\$1,221.21
1	6860	Silent Knight Remote Annunciator	\$552.99	\$552.99
40	LABOR.	Installation, Programming, & Check-out	\$100.00	\$4,000.00
5	Trip	Entec Trip Charge	\$45.00	\$225.00
1	Markup	10% Parts Markup	\$177.42	\$177.42

Project Total:	\$6,176.62
-----------------------	-------------------

Entec Systems Inc. will provide the following equipment and services as listed. Additional equipment and services may require an authorized change order from contractor.

Acceptance Terms Entec Systems Inc. quote is valid for 60 days, authorized signature and P.O. are required to insure pricing.

Payment Terms Equipment and materials, billed upon storage. Labor and installation, billed as progress payments.

Name: _____

Signature: _____

ENTEC Systems, Inc.
450 Satellite Blvd., Suite P
Suwanee, Georgia 30024
770.931.0800 * 770.931.2010 fax
www.entecsys.com



Entec Systems

Integrated Systems Solutions

Quote To: FC Auburn Ave Research Library

Account Manager: Mike Hodge

Quote Number: 41213-FC Auburn Ave Library

Date 4/8/2025

Quote Expires on: 5/8/2025

Project: FC Auburn Ave Library

Qty	Part #	Description	Price	Extend
3	HPF-PS10	Honeywell 10 amp NAC Power Supply	\$546.06	\$1,638.18
1	NFS-3030	Notifier Parts by vendor & programming	\$7,692.00	\$7,692.00
1	Markup	10% Parts/Vendor Markup	\$933.02	\$933.02
16	LABOR.	Installation, Programming, & Check-out	\$100.00	\$1,600.00
2	Trip	Entec Trip Charge	\$45.00	\$90.00
	Note	This is to replace a water damaged Notifier FACP and NAC Power Supplies		

Project Total: \$11,953.20

Entec Systems Inc. will provide the following equipment and services as listed. Additional equipment and services may require an authorized change order from contractor.

Acceptance Terms Entec Systems Inc. quote is valid for 60 days, authorized signature and P.O. are required to insure pricing.

Payment Terms Equipment and materials, billed upon storage. Labor and installation, billed as progress payments.

Name: _____

Signature: _____

ENTEC Systems, Inc.
450 Satellite Blvd., Suite P
Suwanee, Georgia 30024
770 931 0800 * 770 931 2010 fax
www.entecsys.com

Performance Evaluation Details

ID	E9
Project	Maintenance and Testing of Fire-Intrusion Alarm Systems
Project Number	22ITB134894C-MH
Supplier	Entec Systems, Inc.
Supplier Project Contact	Jared Coile (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	01/01/2025 to 03/31/2025
Effective Date	05/10/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	05/10/2025 01:44 PM EDT
Completion Date	05/10/2025 01:44 PM EDT
Evaluation Score	79

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 provided goods and services of very good quality. Work was performed in full compliance with national specifications and requirements in the bid. There has been no occasion for complaint about the quality of work.

TIMELINESS OF PERFORMANCE

17/20

Rating

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

Comments

Vendor responded to the work orders for PM and repair jobs as scheduled. Vendor cooperated with various building occupants and Fulton County DREAM staff for scheduling of work and in completing the NFPA inspections as scheduled. Repairs were completed as and when scheduled

BUSINESS RELATIONS

14/20

Rating

Satisfactory: Response to inquiries and/or technical, service, administrative issues is consistently effective.

Comments

Vendor responded to inquiries and questions about technical or service issues very effectively. Vendor also responds in a timely manner to scheduling questions

CUSTOMER SATISFACTION

14/20

Rating

Satisfactory: Contractor representative is reasonably responsive to User Department request for information and professional.

Comments

Vendor was very responsive to service requests and calls. There have been no call backs to complete any work performed by the vendor. Vendor also provided support for new installations and capital improvement projects.

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

Vendor submitted invoices within reasonable time after completion of work. Invoices were accurate and the prices were as quoted in the bid. Vendor also submitted documents like inspection reports and service reports along with invoices or when called for.

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0519

Meeting Date: 7/9/2025

Department

Real Estate and Asset Management

Requested Action

Request approval to increase the spending authority - Department of Real Estate and Asset Management, 22ITB135025C-MH, Generator System Maintenance and Repair Services in the amount not to exceed \$28,287.00 with Power and Energy Services, Inc. (Powder Springs, GA), to provide immediate replacement of an identified malfunctioning Automatic Transfer Switch (ATS), a component to Generator System -1 located at the Fulton County Government Center, supporting the Public Safety Building 130 Peachtree Street. Effective upon BOC approval.

Requirement for Board Action

In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion, 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

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 During recent preventive maintenance service, the automatic transfer switch for generator-1 located in the 130 Peachtree St. building of the Government Center malfunctioned. Specifically, we observed that the ATS component was not transferring load to the generator. We contacted our stand-by contractor (Power and Energy Services, Inc.) for assistance.

While interim adjustments and repairs were made, the contractor recommended replacement as the repair would only be temporary.

This generator provides emergency power to the Public Safety Building which supports certain mechanical systems like elevators, AC units, and fire pumps.

Replacement Costs:

1. Cost for OEM Troubleshooting Services for ATS:

	County Facility	Description of Work	Cost
1	Fulton County Government Center Public Safety Building 141 Pryor Street Atlanta, GA 30303	Troubleshooting the Automatic Transfer Switch component to Generator System- 1 (include overtime rates during weekend)	\$3,322.80
2		Field Services Labor Rate (Senior Technician Supervisor)	\$800.00
	Total Costs		\$4,122.80

2. Cost for New Equipment and Installation:

	County Facility	Description of Work	Cost
1	Fulton County Government Center Public Safety Building 141 Pryor Street Atlanta, GA 30303	Provide replacement and installation of new 800 AMPs ATS Component, 480/277V 3 PH NEMA	\$24,163.90
	Total Cost		\$24,163.90

Total Costs for OEM Troubleshooting Services and Replacement/Installation
of New ATS Component for Generator System-1:

\$28,286.70

Scope of Work: This contract furnishes all materials, parts, labor, equipment, transportation, and appurtenances necessary to provide on-site preventive generator system maintenance and repair services for Fulton County. This standby maintenance contract provides back up power to 31 critical locations throughout Fulton County.

The Scope of Work also includes, but not limited to:

1. The regular and systematic examination, adjustment, lubrication, replacement, and preventive maintenance of all components including automatic transfer switches.
2. All ordinary wear and tear, regardless of cause, not including internal engine parts.

3. All required tests and written reports.
4. Replacement or repairs caused by fluctuations in the main AC power systems.
5. Quarterly and Annual inspection services such as: fuel system, cooling system, lubrication system, combustion air intake system, engine system, electrical system, generator, and automatic transfer switches.

Community Impact: This standby maintenance contract provides back up power to 31 critical locations throughout Fulton County, including the Fulton County Executive Airport - Charlie Brown Field, North and South Service Centers, Senior Centers, and Health facilities. Failure to approve this contract could disrupt the service operation that provides quality programs to the citizens of Fulton County.

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

The requested increased spending authority in the amount of \$28,287.00 will allow DREAM to complete the necessary replacement of this identified malfunctioning Automatic Transfer Switch component (ATS) to Generator system-1 located at the Fulton County Government Center, in the Public Safety Building. This is a time and materials contract, and the requested spending authority will cover the costs for both OEM troubleshoot services and the replacement/ installation labor of the ATS component.

The replacement project will be managed by the Department of Real Estate and Asset Management, Central Fulton Building Maintenance Division.

Project Implications: Failure to address the replacement of this defective ATS component immediately in generator system -1, will delay in providing emergency back-up power to the Public Safety Building which supports certain mechanical systems like elevators, AC units and fire pump.

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

Department Issues/Concerns: If this increase spending authority is not approved, it will adversely affect the Department's ability to address the needs for on-site preventive generator system maintenance and repair services for Fulton County.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0870	11/16/22	\$105,000.00
1st Renewal	23-0659	10/4/23	\$135,000.00
2 nd Renewal	24-0624	10/2/24	\$135,000.00
Increase Spending Authority No. 1			\$28,287.00
Total Revised Amount			\$403,287.00

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

Contract Value: \$28,287.00

Prime Vendor: Power and Energy Services, Inc.
Prime Status: African American Male Business Enterprise
Location: Powder Springs, GA
County: Cobb County
Prime Value: \$28,287.00 or 100.00%

Total Contract Value: \$28,287.00 or 100.00%
Total MFBE Value: \$28,287.00 or 100.00%

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

Exhibit 1: Amendment No. 1 to Form of Contract
Exhibit 2: Cost for OEM Troubleshoot Services for ATS
Exhibit 3: Cost for Replacement
Exhibit 4: Contractor's Performance Report

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$105,000.00
Previous Adjustments: \$270,000.00
This Request: \$28,287.00
TOTAL: \$403,287.00

Grant Information Summary

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

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

100-520-5221-1116: General, Real Estate and Asset Management, Building Maintenance- \$28,287.00

Key Contract Terms**Start Date:** Upon BOC
Approval**End Date:** 12/31/2025**Cost Adjustment:** Click
here to enter text.**Renewal/Extension Terms:** N**Overall Contractor Performance Rating:** 82**Would you select/recommend this vendor again?**

Yes

Report Period Start:
1/1/2025**Report Period End:**
3/31/2025

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **Power and Energy Services, Inc.**

Contract No. **22ITB135025C-MH, Generator System Maintenance and Repair Services**

Address: **P.O. Box 637**
City, State **Powder Springs, GA 30127**

Telephone: **(770) 739-9112**

E-mail: brandonc.@pandeservices.com

Contact: **Brandon Cummings,**
COO

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with **Power and Energy Services, Inc.** to provide Generator System Maintenance and Repair Services, dated January 1, 2023, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the County wishes to amend the subject contract with all items and conditions unchanged, is for an increase spending authority to cover the costs for immediate replacement of an identified malfunction Automatic Transfer Switch (ATS) component to Generator System -1 located at the Fulton County Government Center, supporting the Public Safety Building, and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on **June 18, 2025, BOC Item #25-**.

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

This Amendment No. 1 to Form of Contract is effective as of the 18th day of June 2025, between the County and **Power and Energy Services, Inc.**, who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To furnish all labor, materials, tools, equipment, and appurtenances necessary to provide modification to existing contract resulting from an unexpected and necessary repair/replacement services identified during scheduled monthly preventive maintenance on generator systems. This

identified malfunction was an Automatic Transfer Switch component (ATS) to Generator system-1 located at the Fulton County Government Center. This generator provides emergency power to the Public Safety Building which supports certain mechanical systems like elevators, AC units and fire pump.

Replacement Costs:

1. Cost for OEM Troubleshooting Services for ATS:

	County Facility	Description of Work	Cost
1	Fulton County Government Center, Public Safety Building 141 Pryor Street Atlanta, GA 30303	Troubleshooting the Automatic Transfer Switch component to Generator System- 1 (include overtime rates during weekend)	\$3,322.80
2		Field Services Labor Rate (Senior Technician Supervisor)	\$800.00
	Total Costs		\$4,122.80

2. Cost for New Equipment and Installation:

	County Facility	Description of Work	Cost
1	Fulton County Government Center, Public Safety Building 141 Pryor Street Atlanta, GA 30303	Provide replacement and installation of new 800 AMPs ATS Component, 480/277V 3 PH NEMA	\$24,163.90
	Total Cost		\$24,163.90

Total Costs for OEM Troubleshooting Services and Replacement/Installation of New ATS Component for Generator System-1:

\$28,286.70

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed **\$28,287.00** (Twenty-Eight Thousand Two Hundred and Seven Dollars and Zero Cents).

3. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.

4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF CONTRACT:** Except as
2

modified by this Amendment No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

POWER AND ENERGY SERVICES, INC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Brandon Cummings,
COO

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Office of the County Attorney

APPROVED AS TO CONTENT:

Notary Public

County: _____

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

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2 nd RM: _____ SECOND REGULAR MEETING
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Service Quotation

QO#-2440
April 9, 2025

Quotation For:	Vijaya Nair	Date:	April 9, 2025
Company:	Fulton County Central Zone	Quote #	QO#-2440
Site Address	Fulton Cnty Ctrl-FCGC Midrise Bldg 1 141 Pryor Street, Atlanta, GA, 30303 USA	Tax %	
Billing Address	Central Fulton Service Area, Atlanta, GA, 30303		
Phone:	404- 285- 7538		

Description

This quote is for the OEM to come back out a second time. To troubleshoot for the same issue. OEM initially came out about 4 years ago for an ATS issue and unit was repaired. The same issue has resurfaced, and the OEM will come out again to troubleshoot the ATS. If there are any additional parts requested. A separate quote will be sent to you. Also, this work will be completed on the weekend at an overtime rate.

Installed Product	Equipment Type	Make	Model	Serial Number
-------------------	----------------	------	-------	---------------

QTY	DESCRIPTION	UNIT PRICE	Discount	Total Amount Including Tax
1.00	OEM - Troubleshooting Completed on the weekend at overtime rates.	\$3,322.80	0%	\$3,322.80
8.00	Field Service Labor Rate - Senior Technician Supervisor	\$800.00	0%	\$800.00
			Total	\$4,122.80

Note ** Quote is good for 10 days only ******



Service Quotation

QO#-2440
April 9, 2025

CUSTOMER ACCEPTANCE:

Approved by: _____

Date Accepted: _____

Purchase Order # _____

SERVICE COORDINATOR: Lacresial Perkins

1. GENERAL

The Terms and Conditions outlined herein shall apply to the services by Power And Energy Services Inc. (hereinafter referred to as Company) of maintenance or repair work or the sale of parts there under. No additional or contrary terms shall be binding upon the Company unless agreed to in writing.

The nature of the business carried on by this Company is such that its ability to carry out its contracts as to quality of materials and times of delivery is dependent upon representations and promises made by manufacturers. Every article sold by us is guaranteed free from defect in material and workmanship, and when shown to be defective will be replaced free of charge. F.O.B. works where manufactured, but all propositions are made with the distinct understanding that we are not to be held for any damages consequent to break-downs due to such defects.

All promises as to date of shipments or completion of erecting are made in good faith, and this Company will use its utmost endeavors to keep such promises by taking every reasonable precaution in the placing of its orders and obligating the manufacturers in every way possible to insure their carrying out their agreements, but since all manufacturers in accepting orders specifically deny any liability for consequential damages this proposal is made with the distinct understanding that we are not to be held liable for damages of any character whatsoever consequential upon delays due to defective materials, delays in shipments or in erecting unless in particular cases where the measure of damages is covered by special agreement, and in such cases delays due to strikes, fires, delays in transportation and other causes beyond our reasonable control must be understood as entitling us to corresponding extensions in time.

The title and right of possession to all machinery and materials furnished by this Company is to remain in this Company until full payment is made therefore in cash. Any purchase order resulting from a quotation will not be effective and binding on seller until accepted, in writing, by an authorized officer of seller. Equipment or material left in our possession and unpaid for in full within 30 days shall be considered abandoned and the title and ownership will be transferred to the company.

It is also understood that if we were performing a job for you it was requested of us to do. It is the responsibility of the customer to provide staff to witness our duties. If no one is present to sign our paperwork, that will be noted and the customer will have foregone their opportunity to discuss work and will be required to make full and prompt payment as agreed upon.

2. SCHEDULE DATES & DELAYS

Schedule dates are approximate and neither party shall be liable for loss, damage, or delay due to war, riots, fire, flood, strike or other labor difficulty, acts of civil or military authority including governmental laws, orders, priorities or regulations, acts of the other party, embargo, car shortage, damage or delay in transportation, delay in order processing or manufacturing, inability to obtain necessary labor or materials from usual sources, faulty forgings or castings, or other causes beyond the reasonable control of such party. In the event of delay in performance due to any such cause, the schedule dates or time for completion will be adjusted to reflect the actual time as may be necessary to properly reflect the delay. The Purchaser's receipt of services or parts shall constitute a waiver of any claims for delay.

3. ASSIGNMENT

Neither party shall assign or transfer this contract without the prior written consent of the other party.

4. TAXES

The prices do not include any present or future Federal, State or Municipal sales, use, gross receipts, property, or other similar type tax with respect to any material, erection equipment or services covered hereby. If the Company is required by applicable law or regulation to pay or collect any such type tax or taxes on account of this transaction or the material or equipment or services covered hereby, then such amount of tax shall be paid by the Purchaser in addition to the prices herein provided for.

5. INSURANCE

With respect to the performance of repair work at Purchaser's facility, the Company's personnel shall be properly covered with insurance in the areas of Worker's Compensation, Public Liability and Automobile Insurance where the use of a vehicle is required. To the extent any loss and/or damage is recoverable by insurance proceeds under Purchaser's insurance policies, Purchaser waives its and its insurers' rights to recover for such loss and/or damage against the company.

6. WARRANTY

The Company warrants that parts manufactured by the Company only and furnished under this contract, will be free of defects in material and workmanship for a period of 90 days from the date of installation, excluding transportation and installation costs (or 90 days from date of delivery if not installed by Company), and at its option, shall either repair or replace such parts, provided the Purchaser promptly notifies the Company of defects therein, within said period. The Company makes no performance warranty and the effects of corrosion, erosion and normal wear and tear are specifically excluded from the Company's warranty. The Company makes no other warranty or representation of any kind whatsoever, expressed or implied, except that of title, and all implied warranties, including any warranty of merchantability and fitness for a particular purpose, are hereby disclaimed. The Company cannot and does not warrant any other manufacturer's parts or equipment and cannot be held liable for there performance, failure nor any results from such failures.

7. LIMITATION OF LIABILITY

The remedies of the Purchaser set forth herein are exclusive, and the liability of the Company with respect to this contract or the services or parts furnished under this contract shall not exceed the contract price of such services or the part upon which such liability is based.

The Company and its suppliers or subcontractors shall indefinitely in no event be liable to the Purchaser, any successors in interest or any beneficiary of this contract for any consequential, incidental, indirect, special or punitive damages arising out of this contract or any breach thereof, whether based upon loss of use, lost profits or revenue, life, interest, lost goodwill, work stoppage, impairment of other goods, injuries, loss by reason of shutdown or non-operation, increased expenses of operation, cost of purchase of replacement power or claims of Purchaser or customers of Purchaser for service interruption, whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise.

8. NUCLEAR LIABILITY

In the event that the services or parts furnished hereunder are to be used in a nuclear facility, the Purchaser shall, prior to such use, arrange for insurance or governmental indemnity, protecting the Company against liability and hereby releases and agrees to indemnify the Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of the Company or its suppliers.

9. RENTAL EQUIPMENT

Rental equipment may or may not be property of the Company, therefore you are responsible for abiding by the original owners terms and conditions as well as our own. You assume all liabilities of the equipment while rented to you. You are responsible for all service tasks, damages, and total losses. In addition to the numbered line items above this Company offers no warranty and assumes no responsibility or liabilities for the rental equipment. The Company is not responsible for damages or losses of any kind whether it be to but not limited to property, equipment, personnel, and or monetary. It is your responsibility to maintain the rental equipment; service schedules are available upon request. It is your responsibility to notify us of issues or problems with the rental equipment as you are liable for damages. The rental equipment is not to be moved from the agreed upon location unless agreed upon in writing. By agreeing you relinquish any rights to sue or seek damages from us and in addition you agree not to hold us liable or responsible under any circumstances for any reason as it relates to rental equipment. All rental equipment is expected to be returned with the same amount of fuel it was delivered with. Fuel is never "included" with any pricing.

10. PAYMENT

It is agreed upon that all services, parts, equipment, and any other task, product, or function performed or supplied by the Company will be paid for in full. The amount owed will be due at a minimum of the terms NET 30 unless mutually agreed upon in writing by both parties. If customer does not have an account or the account is delinquent, immediate payment will be required and or a credit card or other proof of funds may be requested before any work will be scheduled or performed. A 5% late fee per month will be added if payment is not received by due date.

11. PROPRIETARY, COPY WRITTEN, AND CONFIDENTIAL

It is agreed upon that any information, services, reports, forms or literature is or may be patented, or protected by US law and is property of the company. No unauthorized duplication, sharing, or usage is allowed without the written consent of the company.

Power And Energy Services Inc.

**TERMS AND CONDITIONS
MAINTENANCE, REPAIR, INSTALLATION, SALES,
AND RENTAL CONTRACTS**



Service Quotation

QO#-2570
May 12, 2025

Quotation For:

Company:

Site Address

Billing Address

Phone:

Fulton County 141 Mitchell St.

[Fulton County 141 Mitchell St.](#)

,

,

,

Date:

Quote #

Tax %

May 12, 2025

QO#-2570

Description
Fulton County 141 Mitchell St.:
800 AMP ATS
Important-We invoice net 30 once equipment ships and it may ship separate to ensure fastest lead times and cost savings. A PO will be needed to move forward with purchase.

Installed Product	Equipment Type	Make	Model	Serial Number	
-------------------	----------------	------	-------	---------------	--

QTY	DESCRIPTION	UNIT PRICE	Discount	Total Amount Including Tax
1.00	800 AMPs ATS 480/277V 3 PH NEMA 1	\$24,163.90	0%	\$24,163.90
			Total	\$24,163.90

Note ***** Quote is good for 10 days only *****



Service Quotation

QO#-2570

May 12, 2025

CUSTOMER ACCEPTANCE:

Approved by: _____

Date Accepted: _____

Purchase Order # _____

SERVICE COORDINATOR: Tori Garrett

1. GENERAL

The Terms and Conditions outlined herein shall apply to the services by Power And Energy Services Inc. (hereinafter referred to as Company) of maintenance or repair work or the sale of parts there under. No additional or contrary terms shall be binding upon the Company unless agreed to in writing.

The nature of the business carried on by this Company is such that its ability to carry out its contracts as to quality of materials and times of delivery is dependent upon representations and promises made by manufacturers. Every article sold by us is guaranteed free from defect in material and workmanship, and when shown to be defective will be replaced free of charge. F.O.B. works where manufactured, but all propositions are made with the distinct understanding that we are not to be held for any damages consequent to break-downs due to such defects.

All promises as to date of shipments or completion of erecting are made in good faith, and this Company will use its utmost endeavors to keep such promises by taking every reasonable precaution in the placing of its orders and obligating the manufacturers in every way possible to insure their carrying out their agreements, but since all manufacturers in accepting orders specifically deny any liability for consequential damages this proposal is made with the distinct understanding that we are not to be held liable for damages of any character whatsoever consequential upon delays due to defective materials, delays in shipments or in erecting unless in particular cases where the measure of damages is covered by special agreement, and in such cases delays due to strikes, fires, delays in transportation and other causes beyond our reasonable control must be understood as entitling us to corresponding extensions in time.

The title and right of possession to all machinery and materials furnished by this Company is to remain in this Company until full payment is made therefore in cash. Any purchase order resulting from a quotation will not be effective and binding on seller until accepted, in writing, by an authorized officer of seller. Equipment or material left in our possession and unpaid for in full within 30 days shall be considered abandoned and the title and ownership will be transferred to the company.

It is also understood that if we were performing a job for you it was requested of us to do. It is the responsibility of the customer to provide staff to witness our duties. If no one is present to sign our paperwork, that will be noted and the customer will have foregone their opportunity to discuss work and will be required to make full and prompt payment as agreed upon.

2. SCHEDULE DATES & DELAYS

Schedule dates are approximate and neither party shall be liable for loss, damage, or delay due to war, riots, fire, flood, strike or other labor difficulty, acts of civil or military authority including governmental laws, orders, priorities or regulations, acts of the other party, embargo, car shortage, damage or delay in transportation, delay in order processing or manufacturing, inability to obtain necessary labor or materials from usual sources, faulty forgings or castings, or other causes beyond the reasonable control of such party. In the event of delay in performance due to any such cause, the schedule dates or time for completion will be adjusted to reflect the actual time as may be necessary to properly reflect the delay. The Purchaser's receipt of services or parts shall constitute a waiver of any claims for delay.

3. ASSIGNMENT

Neither party shall assign or transfer this contract without the prior written consent of the other party.

4. TAXES

The prices do not include any present or future Federal, State or Municipal sales, use, gross receipts, property, or other similar type tax with respect to any material, erection equipment or services covered hereby. If the Company is required by applicable law or regulation to pay or collect any such type tax or taxes on account of this transaction or the material or equipment or services covered hereby, then such amount of tax shall be paid by the Purchaser in addition to the prices herein provided for.

5. INSURANCE

With respect to the performance of repair work at Purchaser's facility, the Company's personnel shall be properly covered with insurance in the areas of Worker's Compensation, Public Liability and Automobile Insurance where the use of a vehicle is required. To the extent any loss and/or damage is recoverable by insurance proceeds under Purchaser's insurance policies, Purchaser waives its and its insurers' rights to recover for such loss and/or damage against the company.

6. WARRANTY

The Company warrants that parts manufactured by the Company only and furnished under this contract, will be free of defects in material and workmanship for a period of 90 days from the date of installation, excluding transportation and installation costs (or 90 days from date of delivery if not installed by Company), and at its option, shall either repair or replace such parts, provided the Purchaser promptly notifies the Company of defects therein, within said period. The Company makes no performance warranty and the effects of corrosion, erosion and normal wear and tear are specifically excluded from the Company's warranty. The Company makes no other warranty or representation of any kind whatsoever, expressed or implied, except that of title, and all implied warranties, including any warranty of merchantability and fitness for a particular purpose, are hereby disclaimed. The Company cannot and does not warrant any other manufacturer's parts or equipment and cannot be held liable for there performance, failure nor any results from such failures.

7. LIMITATION OF LIABILITY

The remedies of the Purchaser set forth herein are exclusive, and the liability of the Company with respect to this contract or the services or parts furnished under this contract shall not exceed the contract price of such services or the part upon which such liability is based.

The Company and its suppliers or subcontractors shall indefinitely in no event be liable to the Purchaser, any successors in interest or any beneficiary of this contract for any consequential, incidental, indirect, special or punitive damages arising out of this contract or any breach thereof, whether based upon loss of use, lost profits or revenue, life, interest, lost goodwill, work stoppage, impairment of other goods, injuries, loss by reason of shutdown or non-operation, increased expenses of operation, cost of purchase of replacement power or claims of Purchaser or customers of Purchaser for service interruption, whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise.

8. NUCLEAR LIABILITY

In the event that the services or parts furnished hereunder are to be used in a nuclear facility, the Purchaser shall, prior to such use, arrange for insurance or governmental indemnity, protecting the Company against liability and hereby releases and agrees to indemnify the Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of the Company or its suppliers.

9. RENTAL EQUIPMENT

Rental equipment may or may not be property of the Company, therefore you are responsible for abiding by the original owners terms and conditions as well as our own. You assume all liabilities of the equipment while rented to you. You are responsible for all service tasks, damages, and total losses. In addition to the numbered line items above this Company offers no warranty and assumes no responsibility or liabilities for the rental equipment. The Company is not responsible for damages or losses of any kind whether it be to but not limited to property, equipment, personnel, and or monetary. It is your responsibility to maintain the rental equipment; service schedules are available upon request. It is your responsibility to notify us of issues or problems with the rental equipment as you are liable for damages. The rental equipment is not to be moved from the agreed upon location unless agreed upon in writing. By agreeing you relinquish any rights to sue or seek damages from us and in addition you agree not to hold us liable or responsible under any circumstances for any reason as it relates to rental equipment. All rental equipment is expected to be returned with the same amount of fuel it was delivered with. Fuel is never "included" with any pricing.

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It is agreed upon that all services, parts, equipment, and any other task, product, or function performed or supplied by the Company will be paid for in full. The amount owed will be due at a minimum of the terms NET 30 unless mutually agreed upon in writing by both parties. If customer does not have an account or the account is delinquent, immediate payment will be required and or a credit card or other proof of funds may be requested before any work will be scheduled or performed. A 5% late fee per month will be added if payment is not received by due date.

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Power And Energy Services Inc.

**TERMS AND CONDITIONS
MAINTENANCE, REPAIR, INSTALLATION, SALES,
AND RENTAL CONTRACTS**

Performance Evaluation Details

ID	E9
Project	Generator System Maintenance and Repair Services
Project Number	22ITB135025C-MH
Supplier	Power And Energy Services, Inc.
Supplier Project Contact	Brandon Cummings (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	01/01/2025 to 03/31/2025
Effective Date	05/10/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	05/10/2025 02:11 PM EDT
Completion Date	05/10/2025 02:11 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 provided goods and services of good quality during the review period. The services complied with specifications in the bid or industry standards

TIMELINESS OF PERFORMANCE

17/20

Rating

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

Comments

There were no delays in completing assigned job during the review period. Repair works were mostly completed in a timely manner. Vendor also completed tasks involving OEM support.

BUSINESS RELATIONS

17/20

Rating

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

Comments

Vendor's organization has been extremely responsive to questions about schedules, details of repair and invoicing. Support by Lacresial Perkins deserve special mention

CUSTOMER SATISFACTION

14/20

Rating

Satisfactory: Contractor representative is reasonably responsive to User Department request for information and professional.

Comments

Contractor's representative or technicians are reasonably responsive and communicates well with DREAM staff about technical and specification matters

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

Vendor maintained timeliness and accuracy in sending invoices. They always maintain the prices quoted in estimates and in the bid package. There has been no occasion where an invoice had to be disputed due to errors.

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0520

Meeting Date: 7/9/2025

Department

Real Estate and Asset Management

Requested Action

Request approval to close out a contract - Department of Real Estate and Asset Management, 21ITB130447C-GS, Janitorial Services for Selected Fulton County Facilities (Groups E, F, G, H & I) in the amount not to exceed \$69,032.00 with (A) Chi-Ada Corporation, Inc. (Atlanta, GA), to cover the final payment for continued janitorial services rendered in April 2025 for Group E (South Libraries), Group F (Other Offices North) & (Other Offices South), Group G (South Senior Centers), and Group H (Arts Centers) until new contracts under 24ITB110124C-MH were fully executed for FY2025. Effective upon BOC approval.

Requirement for Board Action

In accordance with Purchasing Code Section 102-416(g), the purpose of the closeout process is to verify that both parties to the contract have fulfilled their contractual obligations and that there are no responsibilities remaining. A contract is completed when all goods and services have been received and accepted; all reports have been delivered and accepted; all administrative actions have been accomplished; all county furnished equipment and material has been returned; and final payment has been made to the contractor.

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: This request is to close out this contract for final payment of invoices in the total amount of \$69,032.00 that were not covered under the original 90-Day Extension to (A) Chi-

Ada Corporation, Inc. for services rendered in April 2025 for janitorial services for Group E (South Libraries), Group F (Other Offices North) & (Other Offices South), and Group H (Arts Centers), with a total cleanable square footage of 410,370.

Scope of Work: This Janitorial Contractor furnished all materials, labor, tools, janitorial equipment, cleaning supplies, restroom supplies (including feminine products, soap, toilet seat covers, toilet tissue, paper towels, and other required supplies) and equipment necessary to provide the highest quality janitorial services.

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

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of close out of this contract.

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

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

Department Issues/Concerns: If this close out of the contract is not approved, the Department will not be able to pay final payment of invoices for services rendered that were not covered under the original 90-Day Extension in April 2025 for janitorial services for Group E (South Libraries), Group F (Other Offices North) & (Other Offices South), and Group H (Arts Centers).

Contract Modification

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Contract Amount	22-0150	3/2/2022	\$437,224.00
1 st Renewal	22-0820	11/2/2022	\$587,668.00
2 nd Renewal	22-0682	9/21/2022	\$533,355.00
Contract Amendment No.1	24-0197	3/20/2024	\$231,505.00
90 Day Extension No. 1	102-364(e)	1/1/2025	\$265,000.00
Contract Close-Out	-		\$69,032.00
Total Revised Amount			\$2,123,784.00

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

Contract Value: \$69,032.00
Prime Vendor: Chi-Ada Corporation
Prime Status: African American Male Business Enterprise
Location: Atlanta, GA
County: Fulton County
Prime Value: \$69,032.00 or 100.00%

Total Contract Value: \$69,032.00 or 100.00%**Total Certified Value:** \$69,032.00 or 100.00%**Exhibits Attached**

Exhibit 1: Amendment No. 2 to Form of Contract

Exhibit 2: Janitorial Services Invoices for April

Exhibit 3: 90 Day Extension to Form of Contract

Contact Information

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$437,224.00

Previous Adjustments: \$1,617,528.00

This Request: \$69,032.00

TOTAL: \$2,123,784.00

Grant Information Summary

Amount Requested:

☐ Cash

Match Required:

☐ In-Kind

Start Date:

☐ Approval to Award

End Date:

☐ Apply & Accept

Match Account \$:

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

100-520-5221-1176: General, Real Estate and Asset Management, Cleaning Services- \$69,032.00

Key Contract Terms	
Start Date: N/A	End Date: N/A

Agenda Item No.: 25-0520

Meeting Date: 7/9/2025

Cost Adjustment:	Renewal/Extension Terms: N/A
-------------------------	-------------------------------------

Overall Contractor Performance Rating: N/A

Would you select/recommend this vendor again?

Yes

Report Period Start:
N/A

Report Period End:
N/A

AMENDMENT NO. 2 TO FORM OF CONTRACT

Contractor: **Chi-Ada Corporation**

Contract No. **21ITB130447C-GS (A), Janitorial Services for Selected Fulton County Facilities (Groups E, F, G, H & I)**

Address: **4820 W. Commercial Blvd**

City, State **Tamarac, FL 33169**

Telephone: **(305) 962-0398**

E-mail: **bokoro@chiadacorporation.com**

Contact: **Bartholomew Okoro,
President**

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Chi-Ada Corporation to provide Janitorial Services for Group E (South Fulton Libraries), both Groups F (Other Offices North) and (Other Offices South), Group G (South Senior Centers), and Group H (Arts Centers); dated April 1, 2022, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the purpose for of this amendment is to increase the spending authority to cover the costs for final payment for services rendered in April 2025 for contract close out for janitorial services for Group E (South Fulton Libraries), both Groups F (Other Offices North) and (Other Offices South), Group G (South Senior Centers), and Group H (Arts Centers), until new Contracts #24ITB110124C-MH were fully executed for FY2025; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on July 9, 2025, BOC Item #.

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

This Amendment No. 2 to Form of Contract is effective as of the 9th day of June, 2025, between the County and Chi-Ada Corporation, who agree that all Services specified will be

performed in accordance with this Amendment No. 2 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To allow final payment for services rendered in April 2025 for contract close out for janitorial services for Groups E, F, G, H & I.
2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$69,032.00 (Sixty Nine Thousand Thirty Two Dollars and No Cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 2 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 2 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 2 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

CHI-ADA CORPORATION

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Bartholomew Okoro
President

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

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

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2 ND RM: _____ SECOND REGULAR MEETING
--	---

Chi-Ada Corporation

135 NW 163rd Street
Miami FL 33169
954 777-5177
954 777-5147

Invoice

Date	Invoice #
4/30/2025	FCL202-04A

Bill To
Fulton County 130 PEACHTREE STREET, S.W., SUITE 1168 ATLANTA, GA 30303

Description	Amount
Purchase Order # Chi-Ada Corporation FEIN #65-0619776. VS0000028215	
April 2025 (April 1st-30th)	
Adams Park	565.11
Cleveland	979.52
College Park	565.11
East Point	753.48
Fairburn Branch	721.82
Hapeville	376.74
South Fulton	1,906.30
S. Fulton Parking Deck	3,767.40
Southwest Regional	2,054.67
Washington Park	565.11
West End	565.11
Wolf Creek Library	1,883.70
Palmetto Library	753.48
Metropolitan Library	1,883.70
Southeast Atlanta	1,130.22
Contract #21ITB130447C-GS	
Group E South Fulton Libraries	
Phone # 100/520/5221/1174	
Line #1 = \$18,471.47	
Total	\$18,471.47

Chi-Ada Corporation

135 NW 163rd Street
Miami FL 33169
954 777-5177
954 777-5147

Invoice

Date	Invoice #
4/30/2025	FCL2025-04B

Bill To
Fulton County 130 PEACHTREE STREET, S.W., SUITE 1168 ATLANTA, GA 30303

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30		4/30/2025			Groups Facilities
Quantity	Item Code	Description	Price Each	Amount		
	✓	Purchase Order , Chi-Ada Corporation FEIN #65-0619776. VS0000028215 April 2025 (1-30TH)				
		Group F North: (General cleaning and Day-porters)				
1	Janitorial Service	Drug Court Training Center	1,356.26	1,356.26		
1	Janitorial Service	Fulton County Customer Center (WROC)	4,143.69	4,143.69		
352	Janitorial Service	Drug Court Training Center's Day-porters 16 hrs x 22 days (Mon thru Friday)	14.50	5,104.00		
462	Janitorial Service	Fulton County Customer Center (WROC)'s Day-porters 21 hrs x 22 days (Mon thru Friday)	14.50	6,699.00		
		Group F South: (General cleaning and Day-porters)				
1	Janitorial Service	Public Safety Cleaning Center	2,295.87	2,295.87		
1	Janitorial Service	Fulton Clubhouse for Youth	269.91	269.91		
176	Janitorial Service	Public Safety Training Center's Day-porters 8 hrs x 22 days (Mon thru Friday)	14.50	2,552.00		
		Group H: Art Centers (General cleaning and Day-porters)				
1	Janitorial Service	Hammond House	525.49	525.49		
1	Janitorial Service	Aviation Community Cultural Center	1,220.64	1,220.64		
88	Janitorial Service	Hammond House's Day-porters 4 hrs x 22 days (Mon thru Friday)	14.25	1,254.00		
88	Janitorial Service	Aviation Community Cultural Center's Day-porters 4 hrs x 22 days (Mon thru Friday)	14.25	1,254.00		
		Contract #211TB130447C-GS Group F North & South, Group H				
100/520/5221/1176			Total	\$26,674.86		
LINE # 1 = \$ 26,674.86						

Chi-Ada Corporation

135 NW 163rd Street
Miami FL 33169
954 777-5177
954 777-5147

Invoice

Date	Invoice #
4/30/2025	FCL2025-04C

Bill To
Fulton County 130 PEACHTREE STREET, S.W., SUITE 1168 ATLANTA, GA 30303

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30		4/30/2025			Senior Facilities
Quantity	Item Code	Description	Price Each	Amount		
		Purchase Order : Chi-Ada Corporation FEIN #65-0619776. VS0000028215				
		April 2025				
1	Janitorial Service	HJC Bowden	2,250.39	2,250.39		
0	Janitorial Service	Premium Event= 100 hrs.	14.50	0.00		
352	Janitorial Service	Bowden Senior Center (porters 16 hours per day, 22 days x 16 hours) Monday-Friday	14.50	5,104.00		
1	Janitorial Service	Camp Truitt	376.74	376.74		
110	Janitorial Service	Camp Truitt (porters 5 hours per day, 22 days x 5 hours) Monday-Friday	14.50	1,595.00		
1	Janitorial Service	Palmetto	753.48	753.48		
110	Janitorial Service	Palmetto (porters 5 hours per day, 22 days x 5 hours) Monday-Friday	14.50	1,595.00		
1	Janitorial Service	Quality Living Services	2,266.90	2,266.90		
176	Janitorial Service	Quality Living Services (porters 8 hours per day, 22 days x 8 hours) Monday-Friday	14.50	2,552.00		
1	Janitorial Service	Hapeville	642.07	642.07		
110	Janitorial Service	Hapeville (porters 5 hours per day, 22 days x 5 hours) Monday-Friday	14.50	1,595.00		
1	Janitorial Service	Camp Truitt 4-H Ed Ctr	376.74	376.74		
1	Janitorial Service	New Beginnings	1,009.66	1,009.66		
110	Janitorial Service	New Beginnings (porters 5 hours per day, 22 days x 5 hours) Monday-Friday	14.50	1,595.00		
1	Janitorial Service	Southeast	577.13	577.13		
110	Janitorial Service	Southeast (porters 5 hours per day, 22 days x 5 hours) Monday-Friday	14.50	1,595.00		
Contract #211TB130447C-GS, Group G South Senior Center						
100/520/5221/1176			Total		\$23,884.11	
			OK Jana			



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0521

Meeting Date: 7/9/2025

Department

Real Estate and Asset Management

Requested Action

Request approval to close out a contract - Department of Real Estate and Asset Management, Bid#21ITB130447C-GS, Janitorial Services for Selected Fulton County Facilities (Groups E, F, G, H & I) in the amount not to exceed \$28,868.00 with American Facility Services, Inc. (Alpharetta, GA), to cover the final payment for continued janitorial services rendered in April 2025 for Group I (North & South Service Centers, the new Animal Services Facility & Airport Rescue Fire Fighting "ARFF") until new contracts under 24ITB110124C-MH were fully executed for FY2025. Effective upon BOC approval.

Requirement for Board Action

In accordance with Purchasing Code Section 102-416(g), the purpose of the closeout process is to verify that both parties to the contract have fulfilled their contractual obligations and that there are no responsibilities remaining. A contract is completed when all goods and services have been received and accepted; all reports have been delivered and accepted; all administrative actions have been accomplished; all county furnished equipment and material has been returned; and final payment has been made to the contractor.

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

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: This request is to close out a contract to allow the final payment of invoices in the total amount of \$28,868.00 that were not covered under the original 90-Day Extension

to (C) American Facility Services, Inc. for services rendered in April 2025 for janitorial services for Group I (North & South Service Centers, the new Animal Services Facility & Airport Recue Fire Fighting “ARFF”), with a total cleanable square footage of 207,377.

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

Group I (Service Centers) - Consists of five (5) facilities: North Service Center, South Service Center, Animal Services Facility, Fulton County Board of Health at 4700, and Airport Recue Fire Fighting (ARFF) with a total of 207,377 cleanable sq. ft.

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

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

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

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

Department Issues/Concerns: If this close out contract is not approved, the Department will not be able to pay final payment of invoices for services rendered that were not covered under the original 90-Day Extension in April 2025 for janitorial services for Group I (North & South Service Centers, the new Animal Services Facility & Airport Rescue Fire Fighting “AARF”).

Contract Modification

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Contract Amount	22-0150	3/2/2022	\$140,059.00
1 st Renewal	22-0820	11/2/2022	\$187,146.00
Contract Amendment No.1	23-0778	11/1/2023	\$18,259.33
2 nd Renewal	22-0682	9/21/2022	\$92,073.00
Contract Amendment No.2	24-0195	3/20/2024	\$7,200.00
90 Day Extension No. 1	102-364(e)	1/1/2025	\$111,352.96
Contract Close-Out			\$28,868.00
Total Revised Amount			\$584,958.29

Contract & Compliance Information

Total Contract Value: \$28,868.00
Contract Value: \$28,868.00
Prime Vendor: American Facility Services, Inc
Prime Status: Non-Minority
Location: Alpharetta, GA
County: Fulton County
Prime Value: \$28,868.00 or 100.00%

Total Contract Value: \$28,868.00 or 100.00%
Total Certified Value: \$0.00 or 0.00%

Exhibits Attached

Exhibit 1: Amendment No. 3 to Form of Contract
Exhibit 2: Janitorial Services Invoices for April

Contact Information

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$140,059.00
Previous Adjustments: \$416,031.29
This Request: \$28,868.00
TOTAL: \$584,958.29

Grant Information Summary

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

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

100-520-5221-1176: General, Real Estate and Asset Management, Cleaning Services- \$28,868.00

Key Contract Terms	
Start Date: N/A	End Date: N/A
Cost Adjustment: Click here to enter text.	Renewal/Extension Terms: N/A

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

Report Period Start:
N/A

Report Period End:
N/A

AMENDMENT NO. 3 TO FORM OF CONTRACT

Contractor: **American Facility Service, Inc.**

Contract No. **21ITB130447C-GS (C), Janitorial Services for Selected Fulton County Facilities (Groups E, F, G, H & I)**

Address: **1325, Union Hill Industrial Court, Suite A**
City, State **Alpharetta, GA 30004**

Telephone: **(770) 740-1613**

E-mail: anugent@amfacility.com

Contact: **Andrea Nugent,**
Proposal Manager

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with **American Facility Services, Inc.** to provide Janitorial Services for Group I (North & South Service Centers, the new Animal Services Facility & Airport Recue Fire Fighting (ARFF)), dated April 1, 2022, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the purpose for of this amendment is to approve an increase of spending authority to cover the costs for final payment for services rendered in April 2025 for contract close out for janitorial services for Group I (North & South Service Centers, the new Animal Services Facility & Airport Recue Fire Fighting (ARFF)), until new Contracts #24ITB110124C-MH were fully executed for FY2025; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on **July 9, 2025, BOC Item #.**

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

This Amendment No. 3 to Form of Contract is effective as of the 9th day of July, 2025, between the County and **American Facility Services, Inc.**, who agree that all Services specified will be performed in accordance with this Amendment No. 3 to Form of Contract and the Contract Documents.

- **SCOPE OF WORK TO BE PERFORMED:** To allow final payment for services rendered in April 2025 for contract close out for janitorial services for **Group I** with a total of 207,377 cleanable sq. ft.:
 - **Group I** (Service Centers)- Consists of five (5) facilities:
 - North Service Center
 - South Service Center
 - Animal Services Facility
 - Fulton County Board of Health at 4700
 - Airport Recue Fire Fighting (ARFF)
2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed **\$28,868.00** (Twenty-eight Thousand Eight Hundred Eighty-Six Dollars and Zero Cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 3 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 3 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 3 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

**AMERICAN FACILITY SERVICES,
INC.**

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Andrea Nugent,
Proposal Manager

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

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

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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American Facility Services, Inc
1325 Union Hill Industrial Ct, Suite A
Alpharetta, GA 30004 770-740-1613
Fax: 770-475-7720

Tax ID: 58-1950842

Invoice

Date	Invoice #
4/30/2025	103185

Bill To
Fulton County Government 141 Pryor St., SW Suite 7001 Atlanta, GA 30303 Attn: Finance Dept.- Accounts Payable

Ship To
Group I Animal Shelter 1251 Fulton Industrial Blvd NW Atlanta, GA 30318

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	30 Days	HA	4/30/2025			Animal Shelter
Quantity	Item Code	Description			Price Each	Amount
✓ 480	Service	Janitorial Services				
		April 2025				
		April 1 - 30, 2025				
		Fulton County Animal Shelter - Night Cleaning			4,404.16	4,404.16
		Fulton County Animal Shelter - 2 Day Porters - 16 hours per day 7 days per week 30 days			16.00	7,680.00
		Vendor ID ATLA172992-A				



We Strive For Excellence!
Please use the QR Code to give us a 5-Star Google review if we have met our goal!
Contact us at info@amfacility.com if you have any concerns.

Total \$12,084.16

100/520/5221/1176 Line #1 = \$12,084.16



American Facility Services, Inc
1325 Union Hill Industrial Ct, Suite A
Alpharetta, GA 30004 770-740-1613
Fax: 770-475-7720

Tax ID: 58-1950842

Invoice

Date	Invoice #
4/30/2025	103188

Bill To
Fulton County Service Centers 130 Peachtree St. SW Suite 1168 Atlanta, GA 30303

Ship To
Group I North Fulton Service Center South Fulton Service Center

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30	TS	4/30/2025			
Quantity	Item Code	Description			Price Each	Amount
		Janitorial Services				
		April 2025				
		April 1 - 30, 2025				
✓ 352	Service	North Fulton Service Center - Night Cleaning			2,712.60	2,712.60
✓ 352	Service	North Fulton Service Center - 2 Day Porters - 16 hours per day 5 days per week 22 days			15.00	5,280.00
✓ 352	Service	South Fulton Service Center - Night Cleaning			2,709.48	2,709.48
✓ 352	Service	South Fulton Service Center - 2 Day Porters - 16 hours per day 5 days per week 22 days			15.00	5,280.00
		Vendor ID ATLA172992-A Exempt			0.00%	0.00



We Strive For Excellence!
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Contact us at info@amfacility.com if you have any concerns.

Total \$15,982.08
OK

100/520/5221/1176

LINE #1 = \$15,982.08



American Facility Services, Inc
1325 Union Hill Industrial Ct, Suite A
Alpharetta, GA 30004 770-740-1613
Fax: 770-475-7720

Tax ID: 58-1950842

Invoice

Date	Invoice #
4/30/2025	103189

Bill To
Fulton County Government 141 Pryor St., SW Suite 7001 Atlanta, GA 30303 Attn: Finance Dept.- Accounts Payable

Ship To
South Fulton Fire Station 19 3965 Aero Dr NW Atlanta, GA 30336

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	30 Days	TS	4/30/2025			South Fulton Fire Station 19
Quantity	Item Code	Description			Price Each	Amount
	Service	Janitorial Service Vendor Number: Vendor ID ATLA172992-A ✓ April 1 - 30, 2025			800.00	800.00



We Strive For Excellence!
Please use the QR Code to give us a 5-Star Google review if we have met our goal!
Contact us at info@amfacility.com if you have any concerns.

Total \$800.00

100/520/5221/1176 LINE #1 = \$800.00



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0522

Meeting Date: 7/9/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 25ITB1319064C-GS, Uninterrupted Power Supply (UPS) System Maintenance Services in an amount not to exceed \$112,900.00 with Levonne Industries, LLC (Atlanta, GA), to provide standby on-site preventative and full-service maintenance services for uninterrupted power supply (UPS) systems for Fulton County upon execution of contract through December 31, 2025, with two (2) renewal options.

Requirement for Board Action

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

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

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: This contract furnishes all parts, labor, materials, equipment, transportation, and appurtenances necessary to provide standby on-site full-service maintenance of Fulton County Uninterruptible Power Supply (UPS) systems for FY2025.

Scope of Work:

Required Services:

- Repair and Emergency Services
- Preventive Maintenance Services
- Check Batteries
- Converter Panel
- Battery Replacement
- Generator and UPS Annual Testing Services

Repair and Emergency Services:

The price quoted for the services includes cost of replacement parts and labor charges for the repair services. Repairs resulting from vandalism or theft will be considered outside the price quoted. Such repairs must be completed by the bidder, but such repairs will be compensated based on parts and labor cost.

The scope of work also includes replacement of components as required in normal industry practices for maintaining the reliability of installation, even if such components do not fail during the maintenance period. Components including, but not limited to, electronic filters, fans etc. fall under this category.

The Scope of Work also includes the replacement, when required, of the batteries with the two UPS systems in the Data Center on the 9th floor at 141 Pryor Street, Atlanta, GA 30303, Justice Tower at 185 Central Avenue, Atlanta GA 30303, and UPS systems in the 911 Center.

Community Impact: None that the Department is aware of.

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

Procedure for Recommendation for Basis of Award:

The recommendation was based on the bidders' prices for semi-annual and annual preventive maintenance of UPS systems located at six (6) designated County sites; turn-key prices for supply and replacement of batteries; and hourly labor costs for normal and after normal to include emergency maintenance services; and totaling up all costs for total Base Bid Amount to determine the lowest responsible bidder complying with the provisions of this ITB.

Also, bidders must have provided proof of required professional Electrician's license which is a requirement to be considered for an award with Fulton County.

The County received and evaluated five (5) bid responses to the solicitation. After careful review, DREAM recommends Levonne Industries, LLC as the 2nd and most responsive and responsible bidder, to provide standby on-site uninterrupted power supply (UPS) preventative and full-service maintenance services for Fulton for Fulton County in FY2025. The apparent lowest bidder, Facility Gateway Corporation (Madison, WI) submitted a total base bid cost of \$68,787.81, however Purchasing deemed them Non-Responsive (due to failure to provide required documentation in

response to the bid).

This is a time and material contract and the requested spending authority in the total amount of \$112,900.00 for Fulton County for FY2025, in which \$79,900.00 cover the costs for any situation that may arise for replacement of parts/UPS and computer hardware components/ batteries/testing's, and labor rates for tasks other than routine testing and preventive maintenance service repairs; and the remaining portion is an additional \$33,000.00 that was requested by IT, will cover the costs for replacement of existing batteries which is imminent due to life expectancy.

Project Implications: The UPS is critical to the operation of the data center in that in the event of a power failure, the UPS keeps the servers and other critical data management systems operating properly. In the lack of an effective UPS system this can cause serious loss of data, such as pay roll and purchasing information.

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

Department Issues/Concerns: If this contract is not approved, the Department's ability to address the needs of UPS systems will be delayed in the repair and maintenance services of the UPS systems located in the 911 Center and the Data Center on the 9th floor which could lead to loss of communication and /or critical data management systems functioning.

Contract Modification: This is a new procurement

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

Contract Value: \$112,900.00

Prime Vendor: Levonne Industries, LLC
Prime Status: African American Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Prime Value: \$22,580.00 or 20.00%

Subcontractor: D & S Electric
Subcontractor Status: African American Male Business Enterprise
Location: Decatur, GA
County: DeKalb County
Subcontractor Value: \$90,320.00 or 80.00%

Total Contract Value: \$112,900.00 or 100.00%
Total Certified Value: \$112,900.00 or 100.00%

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

Exhibit 1: Bid Tabulation Sheet
Exhibit 2: Contractor's Performance Report
Exhibit 3: Department Recommendation Memorandum

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

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

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$112,900.00
TOTAL: \$112,900.00

Grant Information Summary

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

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

100-520-5221-1116: General, Real Estate and Asset Management, Building Maintenance- \$79,900.00

Funding Line 2:

100-220-2203-1113: General, Information Technology, Software License- \$33,000.00

Key Contract Terms	
Start Date: Upon execution of contract	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: Two one-year renewal options

Overall Contractor Performance Rating:

CPR Memo for New Contractor

Would you select/recommend this vendor again?

Yes

Report Period Start:

N/A

Report Period End:

N/A

[illegible]



INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM *JD*

DATE: June 5, 2025

SUBJECT: Contractor's Performance Report – Uninterrupted Power
Supply (UPS) System Maintenance Services –
25ITB1319064C-GS

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: Uninterrupted Power Supply (UPS) System Maintenance Services

PROJECT NO.: 25ITB1319064C-GS

CONTRACTOR: Levonne Industries, LLC
1910 Cedar Glenn Way, Unit 4205
Atlanta, GA 30339

POC: Ms. Sarina L. Bell

PHONE: (404) 791-0005

EMAIL: Levonneindustriesllc@gmail.com

If you have any questions, please contact Khandi Flowers at (404) 612-7944.


JD/JA/VN/kf

C: Tim Dimond, DREAM Deputy Director
John Adams, DREAM Administrator
Vijay Nair, Building Maintenance Manager
Harry Jordan, Contract Administrator, DREAM



INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM 

DATE: June 5, 2025

SUBJECT: Recommendation Award – ITB #25ITB1319064C-GS,
Uninterrupted Power Supply (UPS) System
Maintenance Services –FY2025

Recommendation: We are recommending approval of the lowest responsible bidder for Bid #25ITB1319064C-GS, Bid #25ITB1319064C-GS, Uninterrupted Power Supply (UPS) System Maintenance Services in the total amount not to exceed \$112,900.00 with Levonne Industries, LLC (Atlanta, GA), to provide standby on-site uninterrupted power supply (UPS) preventative and full-service maintenance services for Fulton County. Effective upon execution of contracts through December 31, 2025, with two (2) renewal options.

Discussion:

Procedure for Recommendation for Basis of Award:

The recommendation was based on the bidders' prices for semi-annual and annual preventive maintenance of UPS systems located at six (6) designated County sites; turn-key prices for supply and replacement of batteries; and hourly labor costs for normal and after normal to include emergency maintenance services; and totaling up all costs for total Base Bid Amount to determine the lowest responsible bidder complying with the provisions of this ITB.

Also, bidders must provide proof of required professional Electrician's license which is a requirement to be considered for an award with Fulton County.

Evaluation Process:

The County received and evaluated five (5) bid responses to the solicitation. The apparent lowest bidder, Facility Gateway Corporation (Madison, WI) submitted a total base bid cost of \$68,787.81, however Purchasing deemed them Non-Responsive (due to failure to provide required documentation in response to the bid). The second (2nd) lowest bidder, Levonne Industries, LLC (Atlanta, GA), submitted a total base bid cost of \$95,700.00; and the third (3rd) lowest bidder, EOLA Power (Miami, FL) submitted a submitted a total base bid cost of \$118,943.00, and the fourth (4th) lowest bidder, ORE Power, LLC (Califon, NJ) submitted a total base bid cost \$123,072.50, however Purchasing deemed them Non-Responsive (due

to failure to provide required documentation in response to the bid); and the fifth (5th) lowest bidder, ACCO Brands USA LLC (Lake Zurich, IL) submitted a No Bid.

Conclusion:

After careful review, DREAM recommends Levonne Industries, LLC as the 2nd and most responsive and responsible bidder, to provide standby on-site uninterrupted power supply (UPS) preventative and full-service maintenance services for Fulton for Fulton County in FY2025.

	Recommended Bidder	Base Bid Amount	Award Authority
1	Levonne Industries, LLC	\$95,700.00	\$112,000.00
2	EOLA Power	\$118,943.00	Not Recommended
Not Considered			
3	Facility Gateway Corporation	\$68,787.81	Deemed Non-Responsive
4	ORE Power, LLC	\$123,072.50	Deemed Non-Responsive
5	ACCO Brands USA LLC	No Bid	No Bid

This is a time and material contract and the requested spending authority in the total amount of \$112,900.00 for Fulton County for FY2025, in which \$79,900.00 cover the costs for any situation that may arise for replacement of parts/UPS and computer hardware components/ batteries/testing's, and labor rates for tasks other than routine testing and preventive maintenance service repairs; and the remaining portion is an additional \$33,000.00 that was requested by IT, will cover the costs for replacement of existing batteries which is imminent due to life expectancy.

Funding for this recommendation: #100-520-5225-1116 in the amount of \$79,900.00 and 100-220-2203-1113 in the amount of \$33,000.00, for total amount of \$112,900.00 for FY2025.

Authorized Signature: Joseph N. Davis Date: 6.5.2025
(By Director/Deputy Director)

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

Cc. Tim Dimond, Deputy Director, DREAM
John W. Adams, Administrator, DREAM
Vijay Nair, Building Maintenance Manager, DREAM
Mark Hawks, CAPA, Team C, Purchasing & Contract Compliance
Gertis Strozier, APA, Team C, Purchasing & Contract Compliance
Harry Jordan, Contract Administrator, DREAM
Khandi Flowers, Contract Administrator, Purchasing & Contract Compliance



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0523

Meeting Date: 7/9/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 25ITB1366580C-GS, Modular Workstations and Free Standing Furniture Countywide, in an total amount not to exceed \$1,500,000.00, with Group A: (A) Office Design Concept GA, LLC (Atlanta, GA) in an amount not to exceed \$433,330.00; (B) Bright Interiors Group (Decatur, GA) in an amount not to exceed \$433,330.00; (C) Corporate Environments (Atlanta, GA) in an amount not to exceed \$433,330.00 to provide office modular workstation systems and free standalone furniture for Fulton County agencies on an "as needed" basis; and Group B: Office Design Concept GA, LLC (Atlanta, GA) in an amount not to exceed \$200,010.00, to provide all labor for breaking down and reconfigurations of existing workstations and office relocation by requested user departments for Fulton County agencies on an "as needed" basis. Effective upon execution of contract through December 31, 2025, with two renewal options.

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

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

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

Open and Responsible Government

Commission Districts Affected

- | | |
|---------------|-------------------------------------|
| All Districts | <input checked="" type="checkbox"/> |
| District 1 | <input type="checkbox"/> |
| District 2 | <input type="checkbox"/> |
| District 3 | <input type="checkbox"/> |
| District 4 | <input type="checkbox"/> |
| District 5 | <input type="checkbox"/> |
| District 6 | <input type="checkbox"/> |

Is this a purchasing item?

Yes

Summary & Background

Request approval of recommended proposals to provide Modular Workstations and Free-Standing

Furniture Countywide for Fulton County agencies on an “as needed” basis, as requested by user departments for fiscal year 2025.

Scope of Work: These contracts furnish all materials, labor, tools, equipment, transportation and appurtenances necessary to provide a variety of office modular workstations systems and free standalone furniture on an “as needed” basis as requested by user departments.

The Scope of work includes but not limited to:

- Modular Furniture
- Re-configurations
- Purchase of new furniture
- Inventory of existing materials, and
- Receiving/installation of new material per job
- Office relocation/moves as requested

Office Furniture systems are designed to interconnect to provide comprehensive office furniture environments through the ability to form a variety of workstation configurations that are designed to accommodate staff functional needs.

(A) Office Design Concept GA, LLC: provides new office modular workstation systems and free standalone furniture, replacement components, and inventory of parts and supplies for new and existing furniture for Typical A, B & C manufacturer brand furniture; and standby for requested office relocation moves - \$433,330.00.

(B) Bright Interiors Group: provides new office modular workstation systems and free standalone furniture, replacement components, and inventory of parts and supplies for new and existing furniture for Typical A, B & C manufacturer brand furniture; and standby for requested office relocation moves - \$433,330.00.

(C) Corporate Environment of Georgia: provides new office modular workstation systems and free standalone furniture, replacement components, and inventory of parts and supplies for new and existing furniture for Typical A, B & C manufacturer brand furniture; and standby for requested office relocation moves - \$433,330.00.

(D) Office Design Concept GA, LLC: provides all labor for breaking down and reconfigurations of existing workstations, miscellaneous labor to include handling and transportation for requested office relocation moves, and secure warehouse storage space - \$200,010.00.

Community Impact: None that the Department is aware.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of the lowest responsive and responsible bidders to provide office modular workstations systems and free standalone furniture for Fulton County agencies on an “as needed” basis, as requested by user departments, for fiscal year 2025.

The recommendation was based on the bidders' prices for Group A: line items #1 - #7 (Typical A, B & C for single and cluster modular workstation systems that were described specifically in the diagram configurations in Section 9, Exhibits A in the ITB, & Design and project management) and Group B: line items #8 - #12 (Labor flat rates for installation and reconfigurations of new and existing office furniture; Miscellaneous labor; Pre-approved overtime /weekend; Labor for furniture inventory; and Warehouse storage space per square footage.).

The award recommendations are determined in two (2) categories, Group A & Group B: First, the lowest and responsible bidders (multiple) for combined Group A (**Typical A, B & C Workstations**); and Second, the lowest single bidder for Group B (**Hourly Labor Rates**), tearing down and rebuilding existing workstations, trucks & equipment, furniture inventory and warehouse space. These factors will determine the lowest responsive and responsible bidders to provide modular workstation systems and breaking down and reconfigurations of existing furniture for requested office moves on an "as-needed" basis for Fulton County.

Modular Workstations:

The County received and evaluated 5 bid responses to the solicitation. Only 4 out of 5 bidders submitted pricing for modular workstations Group A. The lowest bidder Office Design Concept, LLC submitted a bid of \$43,066.33; the second lowest bidder Bright Interiors Group submitted a bid of \$55,037.75; the third lowest bidder Corporate Environment of Georgia submitted a bid of \$55,226.81 and the fourth lowest bidder Hyer Office Furniture, Inc submitted a bid of \$65,694.18. All of the bidders provide product lines that meet the County requirements, particularly the most commonly requested existing brands (MAXON, HON and National furniture lines, etc.) in the County inventory. Therefore, we recommend awards to the lowest 3 bidders that submitted the most responsible and responsive bids for modular workstations, due to the increase of service requests and projects anticipated during this contract period.

Labor for Furniture Breaking Down and Reconfigurations:

All 5 bidders submitted pricing for Group B, which includes labor rates for various types of services such as: breaking down and reconfiguration of existing workstations, miscellaneous labor to include handling and transportation for office relocation for requested moves, and secure warehouse storage space. There were no ambiguous costs submitted by the bidders. The apparent low bidder, Office Design Concept GA, LLC, offered competitive flat labor discount rates for tearing down and reconfiguring existing workstations. Therefore, we recommend the lowest bidder for award to provide labor for breaking down and reconfiguring existing furniture and office relocation.

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

Project Implications: These contracts provide all the necessary labor, equipment, transportation and materials to provide modular furniture and free-standing furniture to countywide agencies.

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

Department Issues/Concerns: If these contracts are not approved, this will negate department's ability to provide modular furniture and free-standing furniture for countywide agencies.

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

Total Contract Value: **\$1,500,000.00**

(A)

Contract Value: **\$633,340.00**
Prime Vendor: **Office Design Concept GA, LLC**
Prime Status: **African American Male Business Enterprise**
Location: **Atlanta, GA**
County: **Fulton County**
Prime Value: **\$633,340.00 or 100.00%**

Total Contract Value: **\$633,340.00 or 100.00%**

Total Certified Value: **\$633,340.00 or 100.00%**

(B)

Contract Value: **\$433,330.00**
Prime Vendor: **Bright Interiors Group**
Prime Status: **African American Female Business Enterprise**
Location: **Decatur, GA**
County: **Dekalb County**
Prime Value: **\$433,330.00 or 100.00%**

Total Contract Value: **\$433,330.00 or 100.00%**

Total Certified Value: **\$433,330.00 or 100.00%**

(C)

Contract Value: **\$433,330.00**
Prime Vendor: **Corporate Environments**
Prime Status: **African American Male Business Enterprise**
Location: **Atlanta, GA**
County: **Fulton County**
Prime Value: **\$433,330.00 or 100.00%**

Total Contract Value: **\$433,330.00 or 100.00%**

Total Certified Value: **\$433,330.00 or 100.00%**

Grand Contract Value: **\$1,500,000.00 or 100.00%**

Grand Certified Value: **\$1,500,000.00 or 100.00%**

Exhibits Attached

Exhibit 1: Bid Tabulation

Exhibit 2: Department Recommendation

Exhibit 3: Performance Evaluations

Contact Information

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: \$1,500,000.00
TOTAL: \$1,500,000.00

Grant Information Summary

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

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

100-TBD-TBD-1458: \$1,500,000.00 "Subject to availability of funding and the contingent approval for user departments"

Key Contract Terms	
Start Date: Upon Approval	End Date: 12/31/2025
Cost Adjustment: N/A	Renewal/Extension Terms: Two one-year renewal options.

Overall Contractor Performance Rating:

Office Design Concept GA, LLC 91
Corporate Environments New Vendor

Agenda Item No.: 25-0523

Meeting Date: 7/9/2025

Bright Interiors Group

New Vendor

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/1/2025

Report Period End:
3/31/2025



INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM *JD*

DATE: June 17, 2025

SUBJECT: Recommendation Award–ITB#25ITB1366580C-GS Modular Workstations and Free-Standing Furniture Countywide

RECOMMENDATION: We are requesting approval to recommend Bid#25ITB1366580C-GS, Modular Workstations and Free-Standing Countywide in the total amount of \$1,500,000 for Group A and Group B. The recommendation for Group A is with (A) Office Design Concept, LLC in the amount of \$433,330.00; (B) Bright Interiors Group in the amount of \$433,330.00; and (C) Corporate Environment of Georgia in the amount of \$433,330.00. The recommendation for Group B is with (A) Office Design Concept, LLC in the amount of \$433,330.00. These contracts, if approved will provide office modular workstations systems and labor for breaking down and reconfigurations of existing furniture for relocation on an “as needed” basis for Fulton County agencies. Effective dates: Upon approval through December 31, 2025, with two renewal options.

DISCUSSION: The County received and evaluated 5 bid responses to the ITB solicitation.

The recommendation was based on the bidders’ prices for Groups A & B. (Group A: Line items 1 -7) Typical A, B & C for single and cluster modular workstation systems that were described specifically in the diagram configurations in Section 9, Exhibits A in the ITB & Design and project management; (Group B: Line 8 item) Labor flat rates for installation and reconfigurations of new and existing office furniture; (Line 9 item) Miscellaneous labor; (Line 10 item) Pre-approved overtime /weekend; (Line 11 item) Labor for furniture inventory; and (Line 12 item) Warehouse storage space per square footage.

Modular Workstations:

The County received and evaluated 5 bid responses to the solicitation. Only 4 out of 5 bidders submitted pricing for modular workstations Group A. The lowest bidder Office Design Concept, LLC submitted a bid of \$43,066.33; the second lowest bidder Bright Interiors Group submitted a bid of \$55,037.75; the third lowest bidder Corporate Environment of Georgia submitted a bid of \$55,226.81 and the fourth lowest bidder Hyer Office Furniture, Inc submitted a bid of \$65,694.18. All of the bidders provide product lines that meet the County requirements, particularly the most commonly requested existing brands (MAXON, HON and National furniture lines, etc.) in the County inventory. Therefore, we recommend the lowest 3

bidders for awards that submitted the most responsible and responsive bids for modular workstations, due to the increase of service requests and projects anticipated during this contract period.

Labor for Furniture Breaking Down and Reconfigurations:

All 5 bidders submitted pricing for Group B, which includes labor rates for various types of services such as: breaking down and reconfiguration of existing workstations, miscellaneous labor to include handling and transportation for office relocation for requested moves, and secure warehouse storage space. There were no ambiguous costs submitted by the bidders. The apparent low bidder, Office Design Concept, LLC, offered competitive flat labor discount rates for tearing down and reconfiguring existing workstations. Therefore, we recommend the low bidder for award to provide labor for breaking down and reconfiguring existing furniture and office relocation.

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

If you require additional information, contact Khandi Flowers, Contracting Officer at ext. 27944.

Authorized Signature: *Joseph Davis*
Joseph N. Davis Date: 6/17/2025
(By Director/Deputy Director)

If you require additional information, contact Khandi Flowers at (404) 612-7944.

Cc. Tim Dimond, Deputy Director, DREAM
Sam Bakare, Administrator, Building Construction, DREAM
Keith Johnson, Senior Construction Project Manager, DREAM
Mark Hawks, C Team, CAPA, Purchasing & Contract Compliance
Harry Jordan, Contract Administrator, DREAM
Khandi Flowers, Contract Administrator, Purchasing & Compliance/DREAM
Florene Thornton, Financial Administrator, DREAM

Performance Evaluation Details

ID	E8
Project	Modular Workstations and Free Standing Furniture
Project Number	21ITB130147C-GS
Supplier	Office Design Concept GA llc
Supplier Project Contact	SABRINA WASHINGTON-Sylvan (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	01/01/2025 to 03/31/2025
Effective Date	06/03/2025
Evaluation Type	Formal
Interview Date	06/03/2025
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	06/03/2025 03:59 PM EDT
Completion Date	06/03/2025 03:59 PM EDT
Evaluation Score	91

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 has demonstrated an outstanding performance level, no quality problems.

TIMELINESS OF PERFORMANCE

17/20

Rating

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

Comments

Vendor has no delays and the vendor has met the agreed upon time schedule.

BUSINESS RELATIONS

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Comments

Vendor response to inquiries, service request and administrative questions and/or concerns right away without delay.

CUSTOMER SATISFACTION

20/20

Rating

Outstanding: Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

Comments

Not Specified

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

Not Specified

GENERAL COMMENTS

Comments

I would recommend ODCG to work with other Fulton County departments.



INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM *JD*

DATE: June 17, 2025

SUBJECT: Contractor's Performance Report–
#ITB#25ITB1366580C-GS Modular Workstations and Free Standing Furniture Countywide

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: Modular Workstations and Free Standing Furniture Countywide

PROJECT NO.: #ITB#25ITB1366580C-GS

CONTRACTOR: Corporate Environments
1636 NE Expressway NE
Atlanta, GA 30329

POC: Marcus Tate, President/Owner

PHONE: (404) 679-8999

EMAIL: mtate@ceofga.com

If you have any questions, please contact Khandi Flowers at (404) 612-7944

JD/TD/kf

C: Tim Dimond, DREAM Deputy Director
Sam Bakare, DREAM Building Services Manager
Khandi Flowers, Contract Administrator, Purchasing/DREAM
Harry Jordan, Contract Administrator, DREAM



INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM *JD*

DATE: June 17, 2025

SUBJECT: Contractor's Performance Report–
#ITB#25ITB1366580C-GS Modular Workstations and Free Standing Furniture Countywide

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: Modular Workstations and Free Standing Furniture Countywide

PROJECT NO.: #ITB#25ITB1366580C-GS

CONTRACTOR: Bright Interiors Group
2555 McGlynn Drive
Decatur, GA 30034

POC: Shannon Bright, Owner

PHONE: (404) 558-6050

EMAIL: shannondbright@gmail.com

If you have any questions, please contact Khandi Flowers at (404) 612-7944

JD/TD/kf

C: Tim Dimond, DREAM Deputy Director
Sam Bakare, DREAM Building Services Manager
Khandi Flowers, Contract Administrator, Purchasing/DREAM
Harry Jordan, Contract Administrator, DREAM



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0524

Meeting Date: 7/9/2025

Department

Real Estate and Asset Management

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

Request approval of statewide contracts - Department of Real Estate and Asset Management, SWC#99999-001-SPD0000203-0001, and SWC#99999-001-SPD0000203-0003, New Tires and Retread Tires in the total amount of \$100,000.00 with (A) Bridgestone Americas Tire Operations, LLC through Authorized Dealer Southern Tire Mart (Atlanta, GA) in the amount of \$30,000.00; and (B) The Goodyear Tire & Rubber Company through Authorized Dealer NexTire Commercial, Inc. (Decatur, GA) in the amount of \$70,000.00, to provide tires, tubes, accessories and repair services for Fulton County fleet vehicles for the remainder of FY2025. Effective July 1, 2025 through December 31, 2025.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: This request is for approval of both statewide contracts to cover the costs to provide tires, tubes, accessories, and repair services for Fulton County fleet vehicles for the remainder of FY2025 in the total amount not to exceed \$100,000.00, with new effective dates from July 1, 2025, through December 31, 2025.

The initial awards for this service were approved on December 4, 2024, via Item #24-0840, in the total amount not to exceed \$110,000.00 for New Tires and Retread Tires with (A) Bridgestone Americas Tire Operations, LLC, through Authorized Dealer Southern Tire Mart in the amount of \$30,000.00; and (B) The Goodyear Tire & Rubber Company through Authorized Dealer NexTire Commercial, Inc. in the amount of \$80,000.00, to provide tires, tubes, accessories, and repair services for County fleet vehicles, effective January 1, 2025 through June 30, 2025.

Both existing statewide contracts #99999-001-SPD0000203-0001 and #99999-001-SPD0000203-0003 expire on June 30, 2025. However, the State of Georgia has renewed the existing Statewide Contracts from July 1, 2025, through June 30, 2026.

Scope of Work: These statewide contracts provide tires, tubes, accessories, and repair services for County fleet vehicles. The scope of work also includes the ability to outsource and receive 95% of all tires and accessories within 24 hours from notice and provide warranty on all tires, tubes, and accessories against defects in material and workmanship. This service operates on an as-needed basis and provides the County with maximum flexibility to have multiple sources for services.

Community Impact: None that the Department is aware of.

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

Project Implications: This service is a critical component in providing maintenance technicians, special tires, tubes, accessories, and inventory resources for approximately 1,047 County fleet vehicles.

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

Department Issues/Concerns: If these statewide contracts are not approved, the Department will not be able to provide tires, tubes and accessories and repair services to the County fleet vehicles for the remainder of FY2025.

Contract Modification: This is a new request.

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

Click or tap here to enter text.

Exhibits Attached

Exhibit 1: SWC Contracts

Exhibit 2: Statewide Contract Renewals

Exhibit 3: Authorized Dealers Lists - Goodyear Tires & Bridgestone Tires

Exhibit 4: Cooperative Purchasing Justification and Approval Form - New Tires

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$110,000.00
Previous Adjustments: \$0.00
This Request: \$100,000.00
TOTAL: \$210,000.00

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:**

700-520-5223-1710: Internal Services, Real Estate and Asset Management, Garage Parts-
\$100,000.00

Key Contract Terms	
Start Date: 7/1/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: N

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

Yes

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



Supplier Information Sheet

Statewide Contract Number		99999-001-SPD0000203-0001	
Peoplesoft Vendor Number		0000229570	
Supplier Name		Bridgestone Americas Tire Operations LLC	
Contract Description		New Tires and Retread Tires	
Effective Date	7/1/2022	Expiration Date	6/30/2026
Suppliers Awarded	4	Contract Type:	Mandatory
Table of Contents			Page Number
Supplier Information			2
Ordering Instructions			3
Where to Find Additional Attachments			4
General Contract Information			5
Renewals / Extensions / Amendment			6
NIGP Codes			7
DOAS Contact Information			8

Supplier Contract Information

Supplier Name & Address

Bridgestone Americas Tire Operations LLC
200 4th Avenue South
Nashville, TN 37201

Contract Administrator

TJ Lolonde
jalondethomas@bfusa.com
503-349-7605

Justin Maharaj
maharajjustin@bfusa.com
678-429-5427

Contract Details

Remittance Information

Bridgestone Americas Tire Operations LLC
200 4th Avenue South
Nashville, TN 37201

Pricing Structure

Discount off MSRP by Category

Delivery Days

15 days if backordered

Payment Terms

N30

Authorized Users

State and Local Government

Acceptable Payment Method

Purchase Orders, Purchasing Card, ACH,
Check

Ordering Instructions

1. Determine the tire(s) needed to purchase.
2. Locate the supplier(s) that provides the tire's associated category.
3. Select the supplier.
4. Determine the price by utilizing the manufacturer's catalog and provide the appropriate discount.
5. Contact the supplier and reference the contract number for State pricing.
6. Place the order.

Where to Find Additional Contract Documents

All additional contract documents may be found under the "Attachments" dropdown when viewing the contract in TGM, including, but not limited to:

- Pricing
- Original Contract/Terms and Conditions
- Attachment A (original solicitation document)
- Mandatory Questions
- Certificate of Insurance
- E-Verify Affidavit
- Addendums
- Renewals/Extensions/Amendments
- Notice of Intent to Award
- Notice of Award

▼ Attachments	
Display Order	Attachment
1	Supplier Information Sheet
2	Pricing
3	Original Contract
4	Contract Terms & Conditions
5	Attachment A
6	Mandatory Questions
7	Certificate of Insurance
8	E-Verify
9	Addendum 1
10	Addendum 2

General Contract Information

The Georgia Department of Administrative Services, State Purchasing Division, has established a Statewide Contract for **New Tires and Retread Tires (99999-001-SPD0000203)** with Bridgestone Americas Tire Operations LLC, Michelin North America, Inc., The Goodyear Tire & Rubber Company, and Continental Tire the Americas LLC. The purpose of this contract is **to provide an extensive range of tires to authorized users throughout the State.**

This is a **MANDATORY CONTRACT** for all State of Georgia governmental entities subject to the State Purchasing Act. The statewide contract is also available on a convenience basis to all other Governmental Entities in the State of Georgia such as state authorities, local government, municipalities, cities, townships, and counties. **In accordance with O.C.G.A. 50-5-60.3, for authorized users under any State Entities, Retread Tires are required for truck tires of over 16-inch rim size used on non-steering axles.**

The suppliers were awarded the respective categories as follows:

Category Number	Category Name	Suppliers Awarded
Category 1	Medium Truck Tires	Bridgestone, Michelin, and Continental
Category 2	Pursuit Tires	Bridgestone and Goodyear
Category 3	Passenger Tires	Bridgestone and Goodyear
Category 4	Light Truck Tires	Goodyear, Michelin, Bridgestone, and Continental
Category 5	Farm, Tractor, Heavy Equipment, and Off the Road Tires	Michelin and Bridgestone
Category 6	Heavy Truck Tires	Michelin and Continental
Category 7	Medium Truck Tires: Retreads	Goodyear and Michelin
Category 8	Light Truck Tires: Retreads	Goodyear and Bridgestone
Category 9	Farm, Tractor, Heavy Equipment, and Off the Road Tires: Retreads	Bridgestone and Michelin
Category 10	Heavy Truck Tires: Retreads	Goodyear and Michelin

Key benefits of the contract include:

- Competitive discounts *off* list price for all products.
- Authorized user may choose among the multiple awarded suppliers in each category.
- Dedicated contract management team who will manage the daily operations of this statewide Contract.

Amendments / Renewals / Extensions

Base Term: 7/1/2022 – 6/30/2024

Renewal 1: 7/1/2024 – 6/30/2025

Renewal 2: 7/1/2025 – 6/30/2026

Renewal 3:

NIGP Codes

86307	Tires and Tubes
07581	Tire Changing Equipment
07582	Tire Changing Tools and Accessories: Lug Wrenches, Tire Gauges, Tire Mounting Lubricant Tire Pumps, etc.
07584	Tire Storage Racks
07585	Tire Treatments, Anti-skid
54585	Tire Shredders
56084	Wheels, Industrial: Steel, Pneumatic, Rubber Tired Molded-on

DOAS CONTACT INFORMATION

DOAS Contract Manager

View **Contract Summary** Page in **Team Georgia Marketplace ("TGM")** to see the current contract manager and contact information.

Procurement Help Desk

Telephone: 404-657-6000

Email: doas.prochelpmain@doas.ga.gov



Supplier Information Sheet

Statewide Contract Number		99999-001-SPD0000203-0003	
Peoplesoft Vendor Number		0000008117	
Supplier Name		The Goodyear Tire and Rubber Company	
Contract Description		New Tires and Retread Tires	
Effective Date	7/1/2022	Expiration Date	6/30/2026
Suppliers Awarded	4	Contract Type:	Mandatory
Table of Contents			Page Number
Supplier Information			2
Ordering Instructions			3
Where to Find Additional Attachments			4
General Contract Information			5
Renewals / Extensions / Amendment			6
NIGP Codes			7
DOAS Contact Information			8

Supplier Contract Information

Supplier Name & Address

The Goodyear Tire & Rubber Company
200 Innovation Way
Akron, OH 44316

Contract Administrator

Kenny Miller
330-796-4352
kenneth_miller@goodyear.com

Contract Details

Remittance Information

The Goodyear Tire & Rubber Company
200 Innovation Way
Akron, OH 44316

Pricing Structure

Discount off MSRP by Category

Delivery Days

15 days if backordered

Payment Terms

N30

Authorized Users

State and Local Government

Acceptable Payment Method

Purchase Orders, Purchasing Card, ACH,
Check

Ordering Instructions

1. Determine the tire(s) needed to purchase.
2. Locate the supplier(s) that provides the tire's associated category.
3. Select the supplier.
4. Determine the price by utilizing the manufacturer's catalog and provide the appropriate discount.
5. Contact the supplier and reference the contract number for State pricing.
6. Place the order.

Where to Find Additional Contract Documents

All additional contract documents may be found under the "Attachments" dropdown when viewing the contract in TGM, including, but not limited to:

- Pricing
- Original Contract/Terms and Conditions
- Attachment A (original solicitation document)
- Mandatory Questions
- Certificate of Insurance
- E-Verify Affidavit
- Addendums
- Renewals/Extensions/Amendments
- Notice of Intent to Award
- Notice of Award

▼ Attachments	
Display Order	Attachment
1	Supplier Information Sheet
2	Pricing
3	Original Contract
4	Contract Terms & Conditions
5	Attachment A
6	Mandatory Questions
7	Certificate of Insurance
8	E-Verify
9	Addendum 1
10	Addendum 2

General Contract Information

The Georgia Department of Administrative Services, State Purchasing Division, has established a Statewide Contract for **New Tires and Retread Tires (99999-001-SPD0000203)** with Bridgestone Americas Tire Operations LLC, Michelin North America, Inc., The Goodyear Tire & Rubber Company, and Continental Tire the Americas LLC. The purpose of this contract is **to provide an extensive range of tires to authorized users throughout the State.**

This is a **MANDATORY CONTRACT** for all State of Georgia governmental entities subject to the State Purchasing Act. The statewide contract is also available on a convenience basis to all other Governmental Entities in the State of Georgia such as state authorities, local government, municipalities, cities, townships, and counties. **In accordance with O.C.G.A. 50-5-60.3, for authorized users under any State Entities, Retread Tires are required for truck tires of over 16-inch rim size used on non-steering axles.**

The suppliers were awarded the respective categories as follows:

Category Number	Category Name	SuppUers Awarded
Category 1	Medium Truck Tires	Bridgestone, Michelin, and Continental
Category 2	Pursuit Tires	Bridgestone and Goodyear
Category 3	Passenger Tires	Bridgestone and Goodyear
Category 4	Light Truck Tires	Goodyear, Michelin, Bridgestone, and Continental
Category 5	Farm, Tractor, Heavy Equipment, and Off the Road Tires	Michelin and Bridgestone
Category 6	Heavy Truck Tires	Michelin and Continental
Category 7	Medium Truck Tires: Retreads	Goodyear and Michelin
Category 8	Light Truck Tires: Retreads	Goodyear and Bridgestone
Category 9	Farm, Tractor, Heavy Equipment, and Off the Road Tires: Retreads	Bridgestone and Michelin
Category 10	Heavy Truck Tires: Retreads	Goodyear and Michelin

Key benefits of the contract include:

- Competitive discounts *off* list price for all products.
- Authorized user may choose among the multiple awarded suppliers in each category.
- Dedicated contract management team who will manage the daily operations of this statewide Contract.

Amendments / Renewals / Extensions

Base Term: 7/1/2022 – 6/30/2024

Renewal 1: 7/1/2024 – 6/30/2025

Renewal 2: 7/1/2025 – 6/30/2026

Renewal 3:

NIGP Codes

86307	Tires and Tubes
07581	Tire Changing Equipment
07582	Tire Changing Tools and Accessories: Lug Wrenches, Tire Gauges, Tire Mounting Lubricant Tire Pumps, etc.
07584	Tire Storage Racks
07585	Tire Treatments, Anti-skid
54585	Tire Shredders
56084	Wheels, Industrial: Steel, Pneumatic, Rubber Tired Molded-on

DOAS CONTACT INFORMATION

DOAS Contract Manager

View **Contract Summary** Page in **Team Georgia Marketplace ("TGM")** to see the current contract manager and contact information.

Procurement Help Desk

Telephone: 404-657-6000

Email: doas.prochelpmain@doas.ga.gov



**CONTRACT AMENDMENT # 2
RENEWAL # 2
REMAINING RENEWALS # 3**

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

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services ("DOAS")
Supplier's Full Legal Name:	Bridgestone Americas Tire Operations LLC
Contract No.:	99999-001-SPD0000203-0001
Solicitation Title/Event Name:	New Tires and Retread Tires
Contract Award Date:	7/1/2022
Current Contract Term:	7/1/2024 – 6/30/2025

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

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

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

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	7/1/2025
End Date of New Contract Term:	6/30/2026

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

CONTRACT NUMBER: 99999-001-SPD0000203-0001

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Bridgestone Americas Tire Operations, LLC
Authorized Signature:	Douglas Jacobsen
Printed Name and Title of Person Signing:	Douglas Jacobsen
Date:	17/03/25
Company Address:	200 4th Ave S, Nashville, TN, 37201

STATE ENTITY

Authorized Signature:	<i>Jim Barnaby</i>
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commission – State Purchasing
Date:	4/8/2025
Company Address:	200 Piedmont Avenue, S.E. Suite 1804, West Tower Atlanta, Georgia 30334-9010

Signature: *Douglas Jacobsen*

Email: jacobsendouglas@bfusa.com

Contract Renewal Template

Final Audit Report

2025-03-17

Created:	2025-03-14
By:	Justin Maharaj (maharajjustin@bfusa.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIPr6CA9kzQ6lxGYpbUbvS3nZtXZx4BE0

"Contract Renewal Template" History

-  Document created by Justin Maharaj (maharajjustin@bfusa.com)
2025-03-14 - 2:46:24 PM GMT
-  Document emailed to Douglas Jacobsen (jacobsendouglas@bfusa.com) for signature
2025-03-14 - 2:46:29 PM GMT
-  Email viewed by Douglas Jacobsen (jacobsendouglas@bfusa.com)
2025-03-17 - 3:33:35 PM GMT
-  Document e-signed by Douglas Jacobsen (jacobsendouglas@bfusa.com)
Signature Date: 2025-03-17 - 3:40:51 PM GMT - Time Source: server
-  Agreement completed.
2025-03-17 - 3:40:51 PM GMT



**CONTRACT AMENDMENT # 2
RENEWAL # 2
REMAINING RENEWALS # 1**

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

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services ("DOAS")
Supplier's Full Legal Name:	The Goodyear Tire & Rubber Company
Contract No.:	99999-001-SPD0000203-0003
Solicitation Title/Event Name:	New Tires and Retread Tires
Contract Award Date:	7/1/2022
Current Contract Term:	7/1/2024 – 6/30/2025

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

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

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

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	7/1/2025
End Date of New Contract Term:	6/30/2026

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

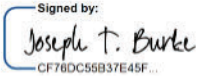
Certificate Of Completion

Envelope Id: EC4E7CC7-37C0-4604-B114-518A0C2C7B1E		Status: Delivered
Subject: Signature request on Contract State of Georgia Contract - Amendment/Renewal #2		
Source Envelope:		
Document Pages: 2	Signatures: 1	Envelope Originator:
Certificate Pages: 5	Initials: 0	The Goodyear Tire & Rubber Company
AutoNav: Enabled		200 Innovation Way
Envelopeld Stamping: Enabled		Akron, OH 44316
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		gcs_support@goodyear.com
		IP Address: 35.170.89.44

Record Tracking

Status: Original	Holder: The Goodyear Tire & Rubber Company	Location: DocuSign
3/14/2025 3:41:25 PM	gcs_support@goodyear.com	

Signer Events	Signature	Timestamp
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Joseph T. Burke		Sent: 3/17/2025 10:40:48 AM
joseph_burke@goodyear.com		Viewed: 3/17/2025 10:43:38 AM
Vice President Commercial North America		Signed: 3/17/2025 10:43:46 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 167.232.252.15	

Electronic Record and Signature Disclosure:
Accepted: 3/17/2025 10:43:38 AM
ID: a5355540-4580-4156-9802-ea6bc6303334

FOR FACILITATION OF OTHER PARTY SIGNER	Sent: 3/17/2025 10:43:47 AM
vimarie_lunabryant@goodyear.com	Viewed: 3/17/2025 11:45:30 AM
The Goodyear Tire & Rubber Company	
Security Level: Email, Account Authentication (None)	

Electronic Record and Signature Disclosure:
Accepted: 11/21/2023 10:09:53 PM
ID: 01a5dd2d-0339-4a5d-8479-2d43698ea124

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/17/2025 10:40:49 AM
Certified Delivered	Security Checked	3/17/2025 11:45:30 AM
Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, The Goodyear Tire & Rubber Company (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact The Goodyear Tire & Rubber Company:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: gcs_support@goodyear.com

To advise The Goodyear Tire & Rubber Company of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at gcs_support@goodyear.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from The Goodyear Tire & Rubber Company

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to gcs_support@goodyear.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with The Goodyear Tire & Rubber Company

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to gcs_support@goodyear.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify The Goodyear Tire & Rubber Company as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by The Goodyear Tire & Rubber Company during the course of my relationship with you.

GEORGIA - BRIDGESTONE AUTHORIZED DEALERS (updated 8.6.24)

ACWORTH	FIRESTONE COMPLETE AUTO CARE	3305 COBB PKWY NW	GA	30101-8325	(770)529-1750
ALBANY	FIRESTONE COMPLETE AUTO CARE	2530 DAWSON RD	GA	31707-1325	(229)439-7707
ALBANY	SOUTHEASTERN COMMERCIAL TIRE	318 CORDELE RD	GA	31705-2409	(229) 430-8001
ALBANY	SOUTHEASTERN COMMERCIAL TIRE	1116 SEMINOLE LN	GA	31707-5163	(229) 888-3300
ALPHARETTA	FIRESTONE COMPLETE AUTO CARE	788 N MAIN ST	GA	30009-2376	(770)667-1255
ALPHARETTA	MALCOLM CUNNINGHAM CHEVROLET NORTH POINT	2175 MANSELL RD	GA	30009-4767	(678) 352-2000
ALPHARETTA	TIRES PLUS TOTAL CAR CARE	3895 OLD MILTON PKWY	GA	30005-4492	(770)521-8644
ALTO	HAYES CDJR	3660 STATE HIGHWAY 365	GA	30510-2811	(706) 894-3900
ALTO	HAYES CHEVROLET BU GMC CAD	3565 HWY 365	GA	30510-2811	(706) 776-1144
ATHENS	TIRES PLUS TOTAL CAR CARE	1425 COLLEGE STATION RD	GA	30605-3669	(706)208-9918
ATHENS	TIRES PLUS TOTAL CAR CARE	2155 OCONEE CONNECTOR	GA	30606-5783	(706)549-5583
ATHENS	TIRES PLUS TOTAL CAR CARE	275 COLLINS INDUSTRIAL BLVD	GA	30601-1517	(706)549-6816
ATHENS	UNIVERSITY TIRE	3128 LEXINGTON RD	GA	30605-2445	(706) 548-2224
ATLANTA	FIRESTONE COMPLETE AUTO CARE	201A PERIMETER CENTER PKWY NE	GA	30346-1313	(770)399-5552
ATLANTA	FIRESTONE COMPLETE AUTO CARE	2460 N DRUID HILLS RD NE	GA	30329-3211	(404)325-8802
ATLANTA	FIRESTONE COMPLETE AUTO CARE	3000 HEADLAND DR SW	GA	30311-5422	(404)349-7360
ATLANTA	FIRESTONE COMPLETE AUTO CARE	1776 HOWELL MILL RD NW	GA	30318-3165	(404)351-0029
ATLANTA	FIRESTONE COMPLETE AUTO CARE	5885 BUFORD HWY NE	GA	30340-2421	(770)458-4073
ATLANTA	GORDY TIRE HOWELL MILL	1590 HOWELL MILL RD NW	GA	30318-7695	(404) 355-0118
ATLANTA	SOUTHERN TIRE MART	4600 FULTON INDUSTRIAL BLVD SW	GA	30336-2208	(404) 835-1374
ATLANTA	TIREHUB LLC	1 RAVINA DR STE 1300	GA	30346-2128	(479) 462-6099
ATLANTA	TIRES PLUS TOTAL CAR CARE	3735 CASCADE RD SW	GA	30331-2107	(404)696-6614
ATLANTA	TIRES PLUS TOTAL CAR CARE	3041 PIEDMONT RD NE	GA	30305-2625	(404)814-1747
AUGUSTA	AMERICAN TIRE DISTRIBUTORS INC	2122 NOLAND CONNECTOR RD	GA	30909-4480	(800)476-3634
AUGUSTA	AUGUSTA AUTOMOTIVE	1896 GORDON HWY	GA	30904-5660	(706) 733-5533
AUGUSTA	FIRESTONE COMPLETE AUTO CARE	1213 BROAD ST	GA	30901-1115	(706)722-6465
AUGUSTA	FIRESTONE COMPLETE AUTO CARE	3220 WRIGHTSBORO RD	GA	30909-2937	(706)738-8171
AUGUSTA	JIM WHITEHEAD TIRE SERVICE	2514 DEANS BRIDGE RD	GA	30906-2202	(706)738-5126
AUGUSTA	TIRES PLUS TOTAL CAR CARE	2705 PEACH ORCHARD RD	GA	30906-2407	(706)798-8882
AUGUSTA	TIRES PLUS TOTAL CAR CARE	271 ROBERT C DANIEL JR PKWY	GA	30909-0808	(706)667-8008
AUGUSTA	WASHINGTON ROAD TIRE & AUTO	252 BOY SCOUT RD	GA	30909-2097	(706)738-8976
AUSTELL	TIRES PLUS TOTAL CAR CARE	4195 AUSTELL RD	GA	30106-1836	(678)945-4295
BOGART	ATLANTA COMMERCIAL TIRE	386 COMMERCE BLVD	GA	30622-2224	(888) 530-9494
BOGART	TIRES PLUS TOTAL CAR CARE	3965 ATLANTA HWY	GA	30622-2234	(706)546-5030
BREMEN	KP AUTOMOTIVE	640 ALABAMA AVE S	GA	30110-2302	(770) 666-1458
BRUNSWICK	FIRESTONE COMPLETE AUTO CARE	3485 CYPRESS MILL RD	GA	31520-2857	(912)265-5870
BUFORD	FIRESTONE COMPLETE AUTO CARE	2414 HANCOCK DR	GA	30519-2005	(770) 965-8942
BUFORD	FIRESTONE COMPLETE AUTO CARE	3774 BUFORD DR NE	GA	30519-4920	(770)932-1926
BUFORD	FIRESTONE COMPLETE AUTO CARE	2389 MALL OF GEORGIA BLVD	GA	30519-4999	(678)546-7279

GEORGIA - BRIDGESTONE AUTHORIZED DEALERS (updated 8.6.24)

BUFORD	TIRES PLUS TOTAL CAR CARE	3225 SARDIS CHURCH RD	GA	30519-6018	
BYRON	ALAN'S ALIGNMENT AND AUTOMOTIVE CENTER	243 GA HIGHWAY 49 N	GA	31008-4008	(478) 956-6000
BYRON	AMERICAN TIRE DISTRIBUTORS INC	110 REYNOLDS DR	GA	31008-6270	(478)956-3713
BYRON	BYRON TIRE	299 NEW DUNBAR RD	GA	31008-4008	(478) 956-3551
CALHOUN	EXECUTIVE PARK TIRE	120 EXECUTIVE PARK DR SE	GA	30701-3067	(706) 629-4529
CANTON	NICHOLSON TIRE & AUTO	1470 BEAVERS RD 20 E	GA	30115-6152	(770) 479-7798
CANTON	SHOTTENKIRK	200 LIBERTY BLVD	GA	30114-2845	(678) 493-1015
CANTON	TIRES PLUS TOTAL CAR CARE	100 JUNIPER ST	GA	30114-5211	(770)720-0367
CARNESVILLE	MILFORD TIRE & AUTO SERVICE	10558 HIGHWAY 106	GA	30521-3349	(706) 384-4412
CARROLLTON	PARRISH TIRE COMPANY	215 AVENUE C	GA	30117-2809	(800) 877-2431
CARTERSVILLE	FIRESTONE COMPLETE AUTO CARE	307 MARKET PLACE BLVD	GA	30121-2227	(770)607-0103
CARTERSVILLE	MISSION AUTOMOTIVE	121 S GILMER ST	GA	30120-3645	(770) 382-4697
CARTERSVILLE	MISSION TIRE STORE	121 GILMER ST	GA	30120-0966	(770) 382-4697
CARTERSVILLE	NORTH GEORGIA TIRE	161 CRISS BLACK RD NW	GA	30120-4900	(770) 387-1400
CHAMBLEE	FIRESTONE COMPLETE AUTO CARE	5578 PEACHTREE INDUSTRIAL BLVD	GA	30341-2233	(770)451-3881
CLARKESVILLE	SUTTON TIRE INC	293 MONROE ST	GA	30523-5125	(706)754-6241
COLUMBUS	COLUMBUS TIRE CO.	1133 4TH ST	GA	31901-3351	(706)-321-8133
COLUMBUS	FIRESTONE COMPLETE AUTO CARE	1221 VETERANS PKWY	GA	31901-2509	(706)323-3606
COLUMBUS	FIRESTONE COMPLETE AUTO CARE	5437 VETERANS PKWY	GA	31904-4425	(706)323-6423
COLUMBUS	SONS CHEVROLET	3615 MANCHESTER EXPY	GA	31909-5360	(706) 322-8888
COLUMBUS	TIRE'S FIRST	5454 MILLER RD	GA	31909-5568	(706)563-5555
CONYERS	CONYERS TIRE CO	588 SIGMAN RD NE	GA	30013-1310	(770) 483-6633
CONYERS	FIRESTONE COMPLETE AUTO CARE	1645 HIGHWAY 138 SE	GA	30013-1280	(770)922-2015
CONYERS	JOHN MILES CHEVROLET	950 DOGWOOD DR SE	GA	30012-5452	(770) 483-8766
CONYERS	TIRES PLUS TOTAL CAR CARE	1270 DOGWOOD DR SE	GA	30013-5046	(770)922-2847
COVINGTON	GINN MOTOR CO.	8153 ACCESS RD NW	GA	30014-2099	(770) 786-3421
COVINGTON	SOUTHERN TIRE MART	75 PINYON RD	GA	30016-1171	(770) 787-5133
CUMMING	DON JACKSON CDJR NORTH	5855 GA HIGHWAY 400	GA	30028-4194	(470) 533-5400
CUMMING	LANIER TIRE & WHEEL INC	1470 VENTURA DR	GA	30040-4500	(770)889-9906
CUMMING	TIRES PLUS TOTAL CAR CARE	612 VETERANS MEMORIAL BLVD	GA	30040-2712	(678)513-2909
DAHLONEGA	JOHN MEGEL CHEVROLET	1392 HIGHWAY 400 S	GA	30534-6863	(706) 265-5400
DAHLONEGA	TRAMMELL TIRE	1656 MORRISON MOORE PKWY W	GA	30533-1410	(706)864-3346
DALLAS	DALLAS TIRE INC	216 LEGION RD	GA	30132-4325	(770)443-0434
DALLAS	VIC WILLIAMS TIRE & AUTO	441 BUTLER INDUSTRIAL DR	GA	30132-5015	(770) 445-4645
DALTON	ALANS AUTOMOTIVE	110 E HAWTHORNE ST	GA	30721-3150	(706) 529-9161
DALTON	DALTON COMMERCIAL TIRE	3364 DUG GAP RD	GA	30720-4925	(706) 272-0986
DALTON	DOYLE HAYES TIRE SERVICE INC	3010 E WALNUT AVE	GA	30721-8769	(706)278-2070
DALTON	TIRE DISCOUNTERS INC.	401 S HAMILTON ST	GA	30720-8218	(513) 527-3104
DALTON	TIRE DISCOUNTERS INC.	813 S THORNTON AVE	GA	30720-7868	(513) 527-3104

GEORGIA - BRIDGESTONE AUTHORIZED DEALERS (updated 8.6.24)

DARIEN	DORSEY TIRE COMPANY	13109 GA HIGHWAY 251	GA	31305-3646	(912) 437-2390
DECATUR	AVONDALE TIRE & SERVICE INC	3589 MEMORIAL DR	GA	30032-2712	(404) 284-8835
DECATUR	DECATUR TIRE & SERVICE	307 CLAIREMONT AVE	GA	30030-2507	(770)-513-1221
DECATUR	FIRESTONE COMPLETE AUTO CARE	2847 CANDLER RD	GA	30034-1412	(404)241-5600
DECATUR	TIRES PLUS TOTAL CAR CARE	577 DEKALB INDUSTRIAL WAY	GA	30030-1704	(404)296-8901
DORAVILLE	ATLANTA COMMERCIAL TIRE	6590-A BUTTON GWINNETT	GA	30340-1596	(770) 825-8050
DOUGLAS	JMC TIRE	2680 HIGHWAY 32 W	GA	31533-9028	(912) 384-4940
DOUGLASVILLE	FIRESTONE COMPLETE AUTO CARE	6341 ARBOR PLACE BLVD	GA	30135-7116	(678)715-9622
DOUGLASVILLE	TIRES PLUS TOTAL CAR CARE	6081 FAIRBURN RD	GA	30134-2371	(770)920-8296
DUBLIN	DORSEY TIRE CO INC	1315 TELFAIR ST	GA	31021-3903	(478) 272-2151
DUBLIN	DUNCAN TIRE COMPANY	301 TELFAIR ST	GA	31021-5140	(478) 272-5404
DULUTH	FIRESTONE COMPLETE AUTO CARE	3525 PEACHTREE INDUSTRIAL BLVD	GA	30096-4819	(770)623-8028
DULUTH	FIRESTONE COMPLETE AUTO CARE	2140 PLEASANT HILL RD	GA	30096-4630	(770)476-9066
DULUTH	RICK HENDRICK BUICK GMC	3244 COMMERCE AVENUE	GA	30096-4711	(770) 497-5933
DULUTH	RICK HENDRICK CHEVROLET	3277 SATELLITE BLVD	GA	30096-9094	(404) 403-3563
DULUTH	TIRES PLUS TOTAL CAR CARE	2709 BUFORD HWY	GA	30096-2833	(678)474-0558
DULUTH	TIRES PLUS TOTAL CAR CARE	3755 SATELLITE BLVD	GA	30096-5057	(678)475-9987
EAST DUBLIN	TANNER'S SERVICE CENTER	746 CENTRAL DR	GA	31027-7580	(478) 272-6352
ELBERTON	GRANITE CITY TIRE & WHEEL	918 ELBERT ST	GA	30635-2635	(706) 522-2180
ELLENWOOD	AMERICAN TIRE DISTRIBUTORS INC	3075 SOUTHPARK BLVD	GA	30294-6101	(404)366-2120
ELLENWOOD	TREADMAXX TIRE	2832 ANVIL BLOCK RD	GA	30294-2301	(404) 762-4944
EVANS	TIRES PLUS TOTAL CAR CARE	4359 WASHINGTON RD	GA	30809-3939	(706)210-8010
FITZGERALD	FITZGERALD CHRYSLER DODGE JEEP RAM	187 BENJAMIN H HILL DR W	GA	31750-8606	(229) 423-5720
FLOWERY BRANCH	FIRESTONE COMPLETE AUTO CARE	3466 WINDER HWY	GA	30542-3007	(423) 214-3388
FOREST PARK	ATLANTA COMMERCIAL TIRE	5067 KENNEDY RD	GA	30297-2017	(404)351-8016
FOREST PARK	FIRESTONE COMPLETE AUTO CARE	4916 JONESBORO RD	GA	30297-3550	(404)366-7397
FORT BENNING	FIRESTONE COMPLETE AUTO CARE	BLDG 9233 MARNE RD	GA	31995-3899	(706)687-6520
FORT GORDON	FIRESTONE COMPLETE AUTO CARE	31300 3RD AVE	GA	30905-0000	(706) 798-3105
FORT OGLETHORPE	TIRE DISCOUNTERS, INC	2925 BATTLEFIELD PKWY	GA	30742-4043	(706) 956-2854
GAINESVILLE	ATLANTA COMMERCIAL TIRE	1511 ATLANTA HWY	GA	30504-5910	(770) 536-4420
GAINESVILLE	HARRISON TIRE SERVICE	124 W ACADEMY ST SW	GA	30501-3559	(770) 536-2361
GAINESVILLE	KESLER TIRE & ALIGNMENT	1520 ATLANTA HWY	GA	30504-5925	(770) 536-4493
GAINESVILLE	NORTH HALL TIRE & WHEEL	2816 CLEVELAND HWY	GA	30506-1914	(770) 297-5308
GAINESVILLE	SOUTHERN TIRE MART	1400 CANDLER RD	GA	30507-8421	(678) 989-0924
GARDEN CITY	BOULEVARD TIRE CENTER	2841 W HIGHWAY 80	GA	31408-2928	(912) 965-9207
GRIFFIN	CRONIC CHEVROLET BUICK GMC	2676 N EXPRESSWAY	GA	30223-7201	(770) 228-1326
HEPHZIBAH	TIRES PLUS TOTAL CAR CARE	2601 TOBACCO RD	GA	30815-7001	(706)790-0977
HIRAM	FIRESTONE COMPLETE AUTO CARE	5557 WENDY BAGWELL PWKY	GA	30141-7806	(678)384-1393
JASPER	ROLAND TIRE INC	820 S MAIN ST	GA	30143-2104	(706)692-5900

GEORGIA - BRIDGESTONE AUTHORIZED DEALERS (updated 8.6.24)

JONESBORO	TIRES PLUS TOTAL CAR CARE	7861 TARA BLVD	GA	30236-2203	(770)471-1670
KENNESAW	AMERICAN TIRE DISTRIBUTORS INC	2155 BARRETT PARK DR STE 215	GA	30144-3631	(706)235-9090
KENNESAW	FIRESTONE COMPLETE AUTO CARE	2720 TOWN CENTER DR NW	GA	30144-4938	(770)424-1086
KENNESAW	TIRE HUB 209	1325 CHASTAIN RD NW	GA	30144-7433	(770) 236-0002
KENNESAW	TIRES PLUS TOTAL CAR CARE	1550 HICKORY GROVE RD	GA	30144-1231	(678)290-8709
LAGRANGE	FIRESTONE COMPLETE AUTO CARE	165 COMMERCE AVE	GA	30241-2337	(706)882-0002
LAGRANGE	SOUTHERN TIRE MART	2583 UPPER BIG SPRINGS RD	GA	30241-9713	(706) 812-1618
LAWRENCEVILLE	FIRESTONE COMPLETE AUTO CARE	929 BUFORD DR	GA	30043-6756	(770)822-5577
LAWRENCEVILLE	NASH CHEVROLET	630 SCENIC HWY	GA	30046-6363	(770) 963-9266
LAWRENCEVILLE	TIRES PLUS TOTAL CAR CARE	1355 RIVERSIDE PKWY	GA	30043-5935	(770)277-1440
LILBURN	FIRESTONE COMPLETE AUTO CARE	4309 LAWRENCEVILLE HWY NW	GA	30047-3429	(770)925-7777
LILBURN	TIRES PLUS TOTAL CAR CARE	4964 STONE MOUNTAIN HWY	GA	30047-5730	(678)344-2579
LITHIA SPRINGS	TIRES PLUS TOTAL CAR CARE	662 THORNTON RD	GA	30122-1518	(770)819-8061
LITHONIA	TIRES PLUS TOTAL CAR CARE	5289 MINOLA DR	GA	30038-2310	(678)418-0198
LITHONIA	TIRES PLUS TOTAL CAR CARE	8055 MALL PKWY	GA	30038-2543	(678)526-0338
LOGANVILLE	TIRES PLUS TOTAL CAR CARE	4329 ATLANTA HWY	GA	30052-3288	(770)554-9112
MACON	FIRESTONE COMPLETE AUTO CARE	3659 EISENHOWER PKWY	GA	31206-3605	(478)474-3106
MACON	FIRESTONE COMPLETE AUTO CARE	2754 RIVERSIDE DR	GA	31204-1458	(478)745-2239
MACON	MACON COMMERCIAL TIRE	2790 BROADWAY	GA	31206-1210	(478)743-0002
MACON	TIRES PLUS TOTAL CAR CARE	5560 THOMASTON RD	GA	31220-8118	(478)405-0052
MACON	TIRES PLUS TOTAL CAR CARE	4517 FORSYTH RD	GA	31210-4527	(478)477-2628
MADISON	COUNTRYSIDE CHRYSLER DODGE JEEP RA	1860 EATONTON RD	GA	30650-4667	(706) 991-1900
MARIETTA	ATLANTA COMMERCIAL TIRE	991 INDUSTRIAL PARK DR	GA	30062-2434	(678) 766-8473
MARIETTA	BP CARCARE-TIRE PROS	557 JOHNSON FERRY RD	GA	30068-4626	(770) 973-1643
MARIETTA	FIRESTONE COMPLETE AUTO CARE	2034 S COBB DR	GA	30060-4952	(770)436-5177
MARIETTA	FIRESTONE COMPLETE AUTO CARE	1100 POWDER SPRINGS ST SW	GA	30064-3938	(770)423-9101
MARIETTA	FIRESTONE COMPLETE AUTO CARE	2922 CANTON RD	GA	30066-3877	(770)427-9488
MARIETTA	FIRESTONE COMPLETE AUTO CARE	2075 ROSWELL RD	GA	30062-3812	(770)565-8920
MARIETTA	FIRESTONE COMPLETE AUTO CARE	4219 ROSWELL RD	GA	30062-6428	(770)971-5782
MARIETTA	JACK'S TIRE AUTO SERVICE	1601 CANTON RD	GA	30066-6301	(770) 428-6375
MARIETTA	TIRES PLUS TOTAL CAR CARE	3525 SANDY PLAINS RD	GA	30066-3017	(770)509-5758
MARIETTA	TIRES PLUS TOTAL CAR CARE	665 JOHNSON FERRY RD	GA	30068-4628	(770)977-7736
MARTINEZ	TIRES PLUS TOTAL CAR CARE	3849 WASHINGTON RD	GA	30907-2371	(706)860-6303
MARTINEZ	TRUCK'S & MOORE	245 BOBBY JONES EXPY	GA	30907-3404	(706) 868-0008
MC RAE	JASONS FAST LUBE	2 HUNTER AVE	GA	31055-3827	(229) 868-5344
MCDONOUGH	BELLAMY STRICKLAND	145 INDUSTRIAL BLVD	GA	30253-6602	(770) 954-3000
MCDONOUGH	GTS MOBILE TIRE SHOP	277 GRAYSON TRL	GA	30253-7795	(470) 332-7244
MILLEDGEVILLE	PITTMAN AUTOMOTIVE	103 LAKE DR	GA	31061-3140	(478) 452-1812
MOODY AFB	FIRESTONE COMPLETE AUTO CARE	7277 ROBBINS RD BLDG 554	GA	31699-1720	(229) 244-8620

GEORGIA - BRIDGESTONE AUTHORIZED DEALERS (updated 8.6.24)

MORROW	FIRESTONE COMPLETE AUTO CARE	1031 MOUNT ZION RD	GA	30260-2227	(770)968-1020
MOULTRIE	MOULTRIE TIRE & RECAPPING	900 N MAIN ST	GA	31768-3358	(229) 985-5619
NEWMAN	SOUTHTOWNE CHEVROLET	695 BULLSBORO DR	GA	30265-1008	(770) 253-3131
NEWMAN	TIRES PLUS TOTAL CAR CARE	510 BULLSBORO DR	GA	30265-1043	(770)304-2031
NEWMAN	WESTSIDE TIRE & ALIGNMENT	115 FRANKLIN RD	GA	30263-1373	(770) 253-2897
NORCROSS	FIRESTONE COMPLETE AUTO CARE	7780 SPALDING DR	GA	30092-4207	(770)449-5373
NORCROSS	TIREHUB LLC	5075 BUFORD HIGHWAY STE 150	GA	30071-2778	(770) 446-7601
NORCROSS	TIRES PLUS TOTAL CAR CARE	6040 SINGLETON RD	GA	30093-1911	(678)421-0618
OAKWOOD	JIM WHITEHEAD TIRE SERVICE	4402 MCBRAYER RD	GA	30566-3510	(706) 693-4202
PEACHTREE CITY	TIRES PLUS TOTAL CAR CARE	2765 HIGHWAY 54	GA	30269-1063	(770)486-8484
PEACHTREE CORNERS	SOUTHERN TIRE MART	6655 CORNERS INDUSTRIAL CT	GA	30092-3604	(770) 962-4882
PERRY	DON OLSON TIRE	619 COURTNEY HODGES BLVD	GA	31069-3271	(478)987-6323
POOLER	DORSEY TIRE CO INC	1476 HIGHWAY 80 E	GA	31322-8904	(912)964-6798
POOLER	FIRESTONE COMPLETE AUTO CARE	POOLER PKWY NEAR PIPEMAKERS CIRCLE	GA	31322-0000	
POWDER SPRINGS	TIRES PLUS TOTAL CAR CARE	1066 RICHARD D SAILORS PKWY	GA	30127-5221	(678)567-0894
RIVERDALE	FIRESTONE COMPLETE AUTO CARE	608 VALLEY HILL RD SW	GA	30274-2446	(770)997-6325
RIVERDALE	RIVERDALE TIRE & ALIGNMENT	6461 HIGHWAY 85	GA	30274-2038	(770)997-7893
ROBINS AIR FORCE BASE	FIRESTONE COMPLETE AUTO CARE	977 MACON ST	GA	31098-2441	(478) 352-0983
ROSSVILLE	MCGRUFF TIRE COMPANY	105 MAPLE ST STE J	GA	30741-1287	(706) 841-4259
ROSWell	CARL BLACK BUICK GMC	11225 ALPHARETTA HWY	GA	30076-1439	(770) 475-9500
ROSWell	FIRESTONE COMPLETE AUTO CARE	4676 SANDY PLAINS RD	GA	30075-1943	(770)552-1350
ROSWell	TIRES PLUS TOTAL CAR CARE	765 HOLCOMB BRIDGE RD	GA	30076-1617	(770)998-1234
ROYSTON	TRI COUNTY CHEVROLET	795 FRANKLIN SPRINGS ST	GA	30662-3930	(706) 245-7288
SAVANNAH	AMERICAN TIRE DISTRIBUTORS INC	1402 MILLS B LANE BLVD	GA	31405-2952	(912)234-9858
SAVANNAH	FIRESTONE COMPLETE AUTO CARE	11508 ABERCORN ST	GA	31419-1902	(912) 354-1346
SAVANNAH	FIRESTONE COMPLETE AUTO CARE	2901 SKIDAWAY RD	GA	31404-4413	(912)356-1363
SAVANNAH	SOS RADIAL TIRE	115 KICKLIGHTER WAY	GA	31408-3237	(912) 964-5511
SAVANNAH	VADEN CHEVROLET SAVANNAH	1010 LYNES AVENUE	GA	31415-1637	(912) 925-9393
SMYRNA	TIRES PLUS TOTAL CAR CARE	3520 ATLANTA RD SE	GA	30080-5930	(770)432-3384
SNELLVILLE	FIRESTONE COMPLETE AUTO CARE	2780 W MAIN ST	GA	30078-5708	(770)979-2595
ST MARYS	TIRES PLUS TOTAL CAR CARE	4681 GA HIGHWAY 40 E	GA	31558-4092	(912)882-9334
STATESBORO	NEVIL TIRE SERVICE	2900 NORTHSIDE DR W	GA	30458-2162	(912) 764-3322
STATESBORO	STATESBORO TIRE & BRAKE	102 N ZETTEROWER AVE	GA	30458-7116	(912) 489-2222
STATESBORO	TOTAL TIRE & AUTO CARE STATESBORO, GA	2703 NORTHSIDE DR W	GA	30458-2158	(912) 259-9300
STOCKBRIDGE	TIRES PLUS TOTAL CAR CARE	3501 MOUNT ZION RD	GA	30281-6838	(678)565-0969
STONE MOUNTAIN	FIRESTONE COMPLETE AUTO CARE	5034 MEMORIAL DR	GA	30083-3109	(404)292-4418
STONE MOUNTAIN	TIRES PLUS TOTAL CAR CARE	5900 MEMORIAL DR	GA	30083-3430	(404)508-2408
STONECREST	COURTESY CHRYSLER DODGE JEEP RAM	8455 MALL PKWY	GA	30038-6914	(678) 374-2625
SUWANEE	MORGAN TIRE & AUTO # 7092	4070 JOHNS CREEK PKWY	GA	30024-1254	(770)622-1444

GEORGIA - BRIDGESTONE AUTHORIZED DEALERS (updated 8.6.24)

SUWANEE	NEXTIRE SUWANEE	2115 LAWRENCEVILLE SUWANEE RD	GA	30024-2620	(770) 513-1221
SWAINSBORO	TERWILLIGER'S AUTO SERVICE	419 S MAIN ST	GA	30401-3616	(919)237-5158
TEMPLE	IVEY CAR CARE/CHARLES A IVEY	300 CENTER POINT RD	GA	30179-4653	(770) 562-4450
THOMSON	JIM WHITEHEADS BEST ONE TIRE & SER	407 E HILL ST	GA	30824-2921	(706) 595-4291
TIFTON	GRIMES AUTO SERVICE	305 SOUTH RIDGE AVE	GA	31793-4735	(229) 382-1501
TUCKER	AMERICAN TIRE DISTRIBUTORS INC	5025 N ROYAL ATLANTA DR	GA	30084-3001	(770)414-9924
TUCKER	FIRESTONE COMPLETE AUTO CARE	2066 NORTHLAKE PKWY	GA	30084-7059	(770)491-9033
UNION CITY	FIRESTONE COMPLETE AUTO CARE	4599 JONESBORO RD	GA	30291-2005	(770)969-9168
UNION CITY	NALLEY CHEVY	4200 JONESBORO RD	GA	30291-2266	(770) 969-1001
VALDOSTA	FIRESTONE COMPLETE AUTO CARE	3244 INNER PERIMETER RD	GA	31602-1017	(229)247-1471
VALDOSTA	FUSSELL TIRE & SERVICE	1775 WESTSIDE WAY	GA	31601-3699	(229) 259-0034
VALDOSTA	NE-RO TIRE & BRAKE SERVICE	2311 S PATTERSON ST	GA	31601-6713	(229) 244-8353
VALDOSTA	SMITH TIRE CO INC	800 N PATTERSON ST	GA	31601-4529	(912)242-4830
VIDALIA	GEORGIA TIRE COMPANY	209 SMITH ST	GA	30474-4226	(912) 537-2256
VIDALIA	MOSLEY TIRE	606 W 1ST ST	GA	30474-3312	(912) 537-3057
VIDALIA	WOODY FOLSOM CDJR OF VIDALIA	2101 EAST 1ST STREET	GA	30474-8828	(912) 537-8278
WARNER ROBINS	FIRESTONE COMPLETE AUTO CARE	1535 WATSON BLVD	GA	31093-3449	(478)923-2601
WARNER ROBINS	TIRES PLUS TOTAL CAR CARE	1207 RUSSELL PKWY	GA	31088-5538	(478)328-6072
WASHINGTON	ANDREWS QUICK LUBE & TIRE	2205 LINCOLNTON RD	GA	30673-2944	(706) 678-3994
WATKINSVILLE	TIRES PLUS TOTAL CAR CARE	1980 EXPERIMENT STATION RD	GA	30677-5306	(706)769-9393
WAYCROSS	ALL SEASON AUTOMOTIVE REPAIR	3050 BRUNSWICK HWY	GA	31503-6542	(912) 284-0006
WAYCROSS	BOULEVARD TIRE CENTER	3710 MEMORIAL DR	GA	31503-0933	(912) 285-9610
WAYNESBORO	CATES SALES & SERVICE	508 W 6TH ST	GA	30830-1468	(706) 554-2503
WOODSTOCK	FIRESTONE COMPLETE AUTO CARE	9421 HIGHWAY 92	GA	30188-6407	(770)926-0816
WOODSTOCK	MORGAN TIRE & AUTO	9695 MAIN ST	GA	30188-3915	(770)516-9661

NAME	STATE	CITY	ZIP	DATE	TYPE	CONTACT NAME	PHONE	EMAIL
1	GA	GA	GA	GA	GA	GA	GA	GA
2	GA	GA	GA	GA	GA	GA	GA	GA
3	GA	GA	GA	GA	GA	GA	GA	GA
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93	GA	GA	GA	GA	GA	GA	GA	GA
94	GA	GA	GA	GA	GA	GA	GA	GA
95	GA	GA	GA	GA	GA	GA	GA	GA
96	GA	GA	GA	GA	GA	GA	GA	GA
97	GA	GA	GA	GA	GA	GA	GA	GA
98	GA	GA	GA	GA	GA	GA	GA	GA
99	GA	GA	GA	GA	GA	GA	GA	GA
100	GA	GA	GA	GA	GA	GA	GA	GA



COOPERATIVE PURCHASING JUSTIFICATION AND APPROVAL FORM

In accordance with Division 12 of the Fulton County Purchasing Code the Purchasing Agent may enter into an agreement with any public procurement unit for the cooperative use of supplies or services; and, may procure supplies, services or construction items through contracts established by the purchasing division of the state where such contract and contractors substantially meet the requirements of the Purchasing Code. Complete the form below to request the Department of Purchasing review the request to engage in cooperative purchasing.

Requesting Department/Agency Department Of Real Estate & Asset Management

Department/Agency Contact Information: Joseph N. Davis, Director, (404) 612-3772 Khandi Flowers

Cooperative Contract Number and Title: SWC#99999-001-SPD0000203-0003, New Tires and Retread Tubes

Estimated Spending Request: 70,000.00

Contract Source (Identify the source of the cooperative contract by checking the appropriate box):

<input type="checkbox"/> Public Cooperative Entity (XE: Omnia Partners, NASPO) List Cooperative Entity:	<input type="checkbox"/> E State of Georgia Statewide Contracts (Department of Administrative Services)
<input type="checkbox"/> Federal Government (GSA Contract)	<input type="checkbox"/> Other Governmental Entity (Xx: City of Atlanta, Dekalb County) List Government Entity:

Verification Requirements

In order to utilize the cooperative purchasing, statewide or GSA contract, the User Department/Agency must provide justification for the use of the cooperative purchase and why the particular cooperative contract is most advantageous to the County as it relates to price and other factors.

Provide justification for the use of the cooperative purchase. **Goodyear Tire and Rubber Company, Inc.** is the third largest tire company in the world; and **Continental Tire - The Americas, Inc.** is the tire division of Continental AG develops and manufactures innovative products for trucks, buses, industrial vehicles, cars, light trucks, and vans, as well as motorcycles and bicycles. With its products and services, Continental contributes to safe, economical, and ecologically efficient mobility.

To competitively bid this contract independently, the County would not be able to receive the cost savings that it realizes in using the statewide contract.

- 1.
2. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value and advantageous to the County. This may include but is limited to:
 - a. Competitively priced Core Products
 - b. Competitive discounts off list price for Non-Core Products

- c. Available ordering methods include Phone, Fax, Dealer location
 - d. Manufacturer and Dealer accepts P-Card
 - e. Brand variety offered/awarded in each new tire category
 - f. Volume discounts
3. Provide documentation verifying that the cooperative, statewide or GSA contract is current and awarded through a competitive process.
 4. Provide a copy of the cost proposal/quote received.

TO BE COMPLETED BY THE DEPARTMENT OF PURCHASING REPRESENTATIVE:

DOES THE SOLICITATION MEET THE REQUIREMENTS	YES	NO
Reviewed the justification provided by the requesting department/agency and determined that the use of the cooperative purchase/statewide/GSA Contract is justified.	X	
Reviewed the cost analysis provided and determined that the use of the cooperative purchase/statewide/GSA Contract is best value and/or advantageous to the County:	X	
Reviewed the documentation provided and obtained a copy of the contract, solicitation documents, award letters, etc., to verify that the cooperative, statewide or GSA contract is current and was awarded through a competitive process.	X	
The use of the contract meets the needs of the requesting department/agency.	X	
The proposed contracting entity is authorized to conduct business in the State of Georgia.	X	
If applicable, the contracting entity must comply with the Georgia Security and Immigration Act (X-Lerify). A copy of the Georgia Immigration and Security Contractor Affidavit is obtained from the contracting entity.	X	
If federal funded, documented that the contracting entity is not on the Xcluded Parties Vist System (XPVS) that identifies those parties debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement rule, or otherwise declared ineligible from receiving federal contracts, certain subcontracts, and certain federal assistance and benefits.	X	
Obtain Certificate Insurance requirements based on the coverage and limits included in the cooperative purchase/statewide/GSA contract. The County must be the Certificate Holder, Add'l Insured and Subrogation boxes should be marked.	X	

Purchasing Representative Recommendation:

I have reviewed the items on the above checklist for this solicitation and the request

 E meets the requirements does not meet the requirements

(Xnsure that backup documentation has been scanned/saved into folder for this request)

(CAPA/APA) Purchasing Agent Mark Hawks Date 6/27/25
Chief Purchasing Agent _____ Date _____



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0525

Meeting Date: 7/9/2025

Department

Real Estate and Asset Management

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

Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC #99999-001-SPD0000154-0001, Facility Maintenance Solution in the amount not to exceed \$505,000.00 with CGL Facility Management, LLC (Fayetteville, GA), to provide preventive and corrective maintenance services for the Fulton County Animal Services Facility located at 1251 Fulton Industrial Blvd NW, Atlanta, GA 30336. Effective July 15, 2025 through December 31, 2025.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background The initial award for this service was approved by the BOC on December 4, 2024, as Item #24-0839, approving the statewide contract SWC #99999-001-SPD0000154-0001, Facility Maintenance Solution with CGL Facility Management, LLC, in the total amount not to exceed \$388,622.76, to provide preventive and corrective maintenance services for the Fulton County Animal Services Facility located at 1251 Fulton Industrial Blvd NW, Atlanta, GA 30336, effective from January 1, 2025 through July 14, 2025. However, SWC #99999-001-SPD0000154-0001 will expire on July 14, 2025. The State of Georgia has extended SWC #99999-001-SPD0000154-0001 from July 15, 2025 through July 14, 2026 (see Exhibit 2).

Now, DREAM is requesting approval to utilize that statewide contract to provide continued preventive and corrective maintenance services for the Fulton County Animal Services Facility for the remainder of FY2025 in the total amount of \$505,000.00, with new effective date from July 15, 2025 through December 31, 2025.

Preventive Maintenance	Corrective Maintenance	Total Cost
\$354,317.40	\$150,682.60	\$505,000.00

Scope of Work: The statewide contractor (facility maintenance) will be required to provide facility management and technical expertise to protect the new facility's capital investments and to effectively maintain the interior equipment, systems, and spaces in accordance with manufacturer/builder recommendations for the preventive maintenance as well as perform corrective maintenance (repairs) on an as-needed basis. The systems to be maintained include, but are not limited to, the following:

- Heating Ventilation and Air Conditioning systems (HVAC)
- Electrical Distribution Systems including emergency generators
- Plumbing and Sewer Systems
- Fire Alarm System
- Fire Sprinkler System
- Security System

The contractor provides a skilled workforce with the necessary qualifications, certifications, and experience to perform the requested services.

Staff onsite hours are defined as Monday-Friday 7AM-7PM and Saturday 7AM- 3PM. Sunday is an on-call basis only.

Community Impact: This service impact Fulton County cities: Alpharetta, Atlanta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, South Fulton, Union City.

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

The requested spending authority in the total amount of \$505,000.00 for the remainder of FY2025, is an increase of +\$116,377.24 ($\$388,622.76 - \$505,000.00 = \$116,377.24$) over the first 6-months of FY2025. This is due to the Statewide Contractor (CGL Facility Management, LLC) proposing an increase in their annual base contract (corrective/unscheduled maintenance) pricing rate up to 3.8% effective July 15, 2025 (see Exhibit 3), and to cover the costs for of labor and materials associated with corrective maintenance per the terms and conditions of the contract.

This is a time and materials contract that require covering the costs for replacement of parts/components and labor for maintenance repairs for the Fulton County Animal Shelter Facility.

DREAM's Greater Fulton Maintenance Division will collaborate and managed the facility maintenance responsibilities with the Statewide Contractor (CGL Facility Management, LLC).

Project Implications: This statewide contract allows the County to maintain and provide preventive and corrective maintenance services that ensures the optimum operation performance of this facility.

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

Department Issues/Concerns: If this statewide contract is not approved, there will be a delay in providing internal resources necessary to render adequate and timely maintenance service to this new Animal Shelter facility.

Contract Modification

CGL Facility Management, llc

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0839	12/4/24	\$388,622.76
New Request			\$505,000.00
Total Revised Amount			\$893,622.76

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

Click or tap here to enter text.

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

Exhibit 1: SWC#999999-001-SPD0000154-0001

Exhibit 2: Statewide Contract Extension

Exhibit 3: CGL Price Adjustment

Exhibit 4: Cooperative Purchasing Justification and Approval Form

Exhibit 5: Contractor's Performance Report

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$388,622.76
Previous Adjustments: \$0.00
This Request: \$505,000.00
TOTAL: \$893,622.76

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

312-520-S210-1116: Contractual Services Animal Control, DREAM, Animal Control, Building Maintenance- \$300,000.00

Funding Line 2:

312-335-S210-1116: Contractual Services Animal Control, Emergency Management, Animal Control, Building Maintenance- \$205,000.00

Key Contract Terms	
Start Date: 7/1/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: N

Overall Contractor Performance Rating: 76**Would you select/recommend this vendor again?**

Yes

Report Period Start:
1/1/2025

Report Period End:
3/31/2025



CONTRACT AMENDMENT

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

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Fulton County Animal Shelter
Contractor's Full Legal Name:	CGL Facility Management, LLC
Contract No.:	99999-SPD0000154-0001
Solicitation No./Event ID:	
Solicitation Title/Event Name:	Preventative Facility Maintenance Service
Contract Award Date:	08/15/2018
Current Contract Term:	07/01/2025 – 12/31/2025

WHERE AS, the Contract is in effect through the Current Contract Term as defined above; and

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

- The purpose of this modification is.
 - a. To provide Fulton County pricing for the provision of Facility Maintenance Services to the newly built animal Shelter located at 1251 Fulton Industrial Blvd Atlanta, Ga. 30318 associated pricing is submitted for inclusion in the 99999-SPD0000154-0001 statewide contract.
- The following documents are included.
 - a. Scope of Services Modification – Attachment 1
 - b. Base Contract Pricing per DOAS format – Attachment 2
 - c. Staffing – Attachment 3
 - d. Overtime/ Emergency Rates- Attachment 4
 - e. Response Times -Attachment 5
- Contract Term: 01/1/2025- 12/31/2025

Attachment 1 Scope of Services

1. System Requirements

- a. The contractor will be required to provide engineering management and technical expertise to protect Fulton County Animal Shelter capital investments and to maintain interior and exterior equipment and spaces, including, but not limited to, participating in strategic planning and budgeting sessions, evaluating infrastructure needs; energy management; provide an inventory of all equipment and systems; assist Fulton County Animal Shelter staff and outside contractors and consultants hired by FULTON COUNTY or facility improvements, additions, upgrades, building retrofits and studies and monitor regulatory compliance for systems included in the scope.
- b. The Contractor shall operate, maintain, monitor, and adjust the day-to-day operations of all mechanical, electrical, and building systems for which responsibility has been delegated. The Contractor shall develop and implement an effective, consistent, and documented corrective maintenance program. The program will target system performance, life cycle, cost, energy consumption, and safety. Required maintenance services for facilities include the following functions and pieces of major equipment, which are only illustrative, and shall also include all ancillary devices and systems that are a part of the mechanical, electrical, and building systems unless specifically excluded herein:

i. Emergency Generator

- a. Regular inspection and maintenance of generators.
- b. Testing and repair of generator components.
- c. Fuel system maintenance and testing.
- d. Load testing to ensure generator reliability.
- e. The contractor is required to respond to emergency generator failures in accordance with the response times listed in Attachment 5

ii. Building Envelope and Structure

- a. Inspection and maintenance of building envelope components.
- b. Repair and replacement of damaged roofing, walls, windows, and doors.
- c. Waterproofing and insulation services.
- d. Structural integrity assessments and repairs.
- e. The contractor must respond to emergency roofing issues per the response times listed in Attachment 5.

iii. Heating Ventilation and Air Conditioning

- a. Troubleshooting and diagnostics of HVAC system failures.
- b. Repair and replacement of malfunctioning HVAC components.
- c. Restoration of proper functionality and performance of HVAC systems.
- d. The contractor must respond to HVAC failures per the response times listed in Attachment 5.

iv. Fire Alarm

- a. Inspection and testing of fire alarm systems.
- b. Repair or replacement of faulty fire alarm components.
- c. Emergency response and repair in case of fire alarm failures.
- d. Compliance with fire safety regulations and codes.
- e. The contractor must respond to emergency fire alarm issues per the response times listed in Attachment 5.

v. Fire Sprinkler

- a. Inspection, testing, and maintenance of fire sprinkler systems.
- b. Repair or replacement of malfunctioning sprinkler heads, pipes, and valves.
- c. Compliance with fire sprinkler codes and regulations.
- d. The contractor must respond to emergency sprinkler failures per the response times listed in Attachment 5.

vi. Electrical Systems

- a. Inspection and troubleshooting of electrical systems.
- b. Repair or replacement of faulty electrical components, switches, and outlets.
- c. Restoration of power supply in case of outages.
- d. Compliance with electrical codes and safety regulations.
- e. Electrical panel maintenance and upgrades.
- f. The contractor must respond to emergency electrical failures per the response times listed in Attachment 5.

- vii. **Building Utility Systems**
 - a. Inspecting, testing, and maintaining building utility systems (e.g., water supply, gas distribution, etc.).
 - b. Repair or replacement of faulty utility components.
 - c. Optimization of utility system performance and efficiency.
 - d. The contractor must respond to emergency utility failures per the response times listed in Attachment 5.
- viii. **Security Systems**
 - a. Inspecting, testing, and maintaining security systems (e.g., access control, CCTV, etc.).
 - b. Repair or replacement of faulty security system components.
 - c. Ensuring the integrity and reliability of security systems.
 - d. The contractor is required to respond to emergency security system failures according to the response times listed in Attachment 5.
- ix. **Lighting**
 - a. Inspection and maintenance of interior and exterior lighting systems.
 - b. Replacement of faulty light fixtures and bulbs. (Bulbs and ballasts to be purchased by Fulton County)
 - c. Energy-efficient lighting solutions.
 - d. The contractor must respond to emergency lighting failures per the response times listed in Attachment 5.
- x. **Plumbing and Sewer**
 - a. Identification and resolution of plumbing system malfunctions.
 - b. Repair or replacement of faulty plumbing fixtures, pipes, and valves.
 - c. Clearing of clogged drains and sewage lines.
 - d. Leak detection and repair.
 - e. Backflow prevention and testing.
 - f. The contractor must respond to emergency plumbing failures per the response times listed in Attachment 5.
- xi. **Natural Gas and LP Gas Distribution and Combustion Systems**
 - a. Inspection and maintenance of natural gas and LP gas distribution systems.
 - b. Repair or replacement of faulty gas distribution components.
 - c. Inspection and maintenance of gas combustion systems.
 - d. Compliance with gas safety regulations
 - e. The contractor must respond to emergency gas distribution and combustion failures per the response times listed in Attachment 5.
- xii. **Kitchen Equipment**
 - a. Inspection, testing, and maintenance of kitchen equipment.
 - b. Repair or replacement of faulty kitchen equipment components.
 - c. Ensuring the efficient and safe operation of kitchen equipment.
 - d. The contractor must respond to emergency kitchen equipment failures per the response times listed in Attachment 5.
- xiii. **Laundry Equipment**
 - a. Inspection, testing, and maintenance of laundry equipment.
 - b. Repair or replacement of faulty laundry equipment components.
 - c. Optimization of laundry equipment performance.
 - d. The contractor must respond to emergency laundry equipment failures per the response times listed in Attachment 5.
- xiv. **Lift Trucks are not included.**

2. Process and System Requirements

a. Short- and Long-Range Maintenance Planning

- i. The contractor shall develop an appropriate maintenance strategy and program based on the Client's performance requirements and standards and the criticality of applications supported by building systems. This includes developing both short-term and longer-term maintenance plans.
- ii. The contractor will support these plans by working with the Fulton County Animal Shelter Management Team to create supporting budgets.
- iii. The maintenance plans will include both corrective maintenance and capital spending.
- iv. The contractor will recommend capital spending based on clear system performance and the least maintenance life-cycle cost basis.
- v. The contractor shall identify options, prepare analysis, provide expertise, and make recommendations relating to new maintenance procedures, new Building System technologies, equipment overhauls, replace versus buy decisions, installation of new equipment, and disposal of obsolete equipment. Recommendations will draw on industry best practices, new technology developments, and the Contractor's experience. *CGL will follow Fulton County equipment disposal policies and processes.
- vi. The contractor will develop and submit recommendations for comprehensive planning, scheduling, and work control procedures to the Contract Manager.

b. Trouble Calls and Repairs

- i. Repairs consist of identifying what keeps an asset from operating correctly, correcting or replacing defective components to make it operate correctly, and verifying that the asset performs properly after the repair. The Contractor may perform repairs on-site or equipment that may be sent off-site to independent sources for repair.
- ii. The contractor will maintain records on all repairs through the CMMS.
- iii. The Contractor will review such historical data to determine if the equipment should be repaired or replaced.
- iv. The contractor will receive, record, and respond to all trouble calls and other user requests relating to facility services and perform all repairs and other work needed to resolve the problem and prevent a recurrence.
- v. The contractor will respond promptly to user requests for maintenance services such as "hot/cold" complaints, minor building maintenance, minor repairs, lamp replacement, and other miscellaneous services related to customer comfort. Response times will be listed in Attachment 5.
- vi. The contractor is expected to perform all corrective repairs during normal working hours, Monday through Friday.

c. After-hours and Emergency Requests and Repairs

- i. The contractor will develop, implement, and maintain a process for responding to "after-hours" and "emergency" requests and repairs. The process the Contractor implements will provide for response to work orders/requests on a 24-hour basis, seven (7) days a week, and will allow each facility to communicate directly with the Contractor.
- ii. "After-hours" is defined as occurring outside the regular operating business hours. Normal business hours are typically 7:00 a.m. and 7:00 p.m., Monday through Friday, and 7:00 a.m. to 3:00 p.m. Saturday. These hours are subject to change as operational requirements dictate.
- iii. "Emergency" requests are defined as repairs/requests of such urgent or essential nature that delaying the request may cause undue harm to individuals or building systems or seriously impact business operations.
- iv. The contractor will respond as soon as possible or according to the response times listed in Attachment 5. In case of an emergency request, the Contractor shall provide additional staff, resources, and/or equipment as needed.

d. Workforce

- i. The contractor shall provide a skilled workforce with the necessary qualifications, certifications, and experience to perform the requested services.
- ii. Contractor personnel must wear professional-looking coordinated attire, clearly identifying them as the Contractor's employees. Uniforms shall be maintained in a neat, clean, and free-from-excessive-wear manner.
- iii. The contractor shall provide to the Client no less than every six (6) months or, as requested, a current personnel roster of its employees providing services for the proposed scope of work. The personnel roster shall include the employee's name, job title, location, and contact information.

e. Computerized Maintenance Management System (CMMS)

- i. The contractor will assist in the development of a reporting system that communicates the maintenance needs to the maintenance staff and the Fulton County Animal Shelter Staff. All data will be available in real-time via a secure web-based system, and any and all reports can be run daily. The entire data will be stored on a dedicated server and be backed up daily on an independent server provided and maintained by a professional IT service company.

- ii. The contractor will validate and update the client CMMS that will have the capability to monitor and track at each facility the following as a minimum: organize and track inventory, manage equipment costs, track equipment history, schedule preventive maintenance tasks, maintain labor records, allocate resources, generate work orders, requisition and purchase parts, and project equipment failure.
- iii. The contractor will utilize the CMMS to produce the following reports: asset reports, equipment reports, labor reports, purchasing reports, scheduling reports, statistical predictive maintenance reports, work request reports, and work order reports.
- iv. The contractor will supply all hardware. The County will provide technical support for the CMMS.
- v. While the Contractor will be responsible for determining the system architecture for the CMMS, the Client must have direct, real-time access to CMMS data of all facilities through a secure Internet or Intranet application. Managers should be able to quickly obtain detailed and current information relating to the performance and condition of building systems, scheduled work, costs, and equipment repair histories. The CMMS should allow Facility Office managers the capability to search for data by field, generate automated reports, and perform other analyses, as well as conduct performance audits.
- vi. At the end of the term of the contract, the CMMS database and all historical data will become the property of the Client.

f. Materials, Spare Parts, Consumables

- i. The contractor will still be responsible for providing all materials and consumables associated with the preventive maintenance of the designated systems.
- ii. Corrective materials and parts for repairs, replacements, or materials and parts associated with a system upgrade shall be reimbursed to the Contractor. Preapproval of purchases must be obtained from the authorized contract monitor or designee for the Fulton County Animal Shelter unless an emergency exists. The contractor shall provide a copy of the invoice for the parts indicated on each invoice, and the Client shall reimburse per the mark-up rate in the Cost of Services, Attachment 4. CGL will follow all Fulton County procedures and guidelines on any project work. Review of project scope, work, and approval process will adhere to Fulton County policies.
- iii. The contractor shall develop, implement, and monitor the procurement and inventory management process of critical spare parts and consumable parts/materials to ensure that maintenance work is performed promptly and cost-effectively. *Cost for these parts and materials are not included in the contract cost. CGL will submit a list for approval by Fulton County to purchase these parts. Fulton County will have the final say in what is purchased.
- iv. Upon contract initiation, the contractor will determine item and stock levels of critical spares. Critical spare parts are those necessary to ensure continuous operation and facility reliability. Once these levels have been approved and authorized, the Contractor shall procure said items using the mark-up rate in the Cost of Services Attachment 2.
- v. Consumable parts/materials include parts utilized in the operation and maintenance of building systems but are not considered critical. The Contractor shall be responsible for ensuring that consumable parts/materials are available (not necessarily from stock or inventory) in a timely manner.
- vi. The contractor will administer and manage all warranties and manufacturer service contracts relating to equipment or parts used in the Client's building systems under its control. The contractor will coordinate, supervise, and approve all work under these contracts and ensure that service personnel adhere to appropriate procedures, conduct, and standards while on site.

g. Subcontractor

- i. The contractor may utilize subcontractors to perform aspects of the scope of work; however, the Contractor retains responsibility in the delivery of service per contractual requirements.
- ii. The subcontractor's repair, improvement, or upgrade cost shall be reimbursed to the Contractor unless it involves the performance of preventative maintenance services. Preapproval must be obtained from the Fulton County Animal Shelter unless an emergency condition exists. The contractor shall provide a copy of the invoice for the subcontractor, and the Fulton County Animal Shelter shall reimburse per the markup rate in the Cost of Services, Attachment 2.
- iii. The contractor must escort and provide access as required for all subcontractors they have engaged to provide services.

h. Storage Space

- i. Fulton County Animal Shelter will provide the Contractor with storage space for equipment, tools, materials, supplies, and cleaning supplies in the form of existing maintenance and storage space at each facility.

i. Tool and Key Control

- i. CGL will participate in any safety and security training deemed necessary or required by Fulton County.
- ii. CGL staff will follow all Fulton County SOPs, security protocols, and required training.
- iii. The contractor will be responsible for daily, weekly, and quarterly tool accountability and reporting.
- iv. All tools must have etched serial numbers.
- v. All tools must always be stored securely, hung on shadow boards, or locked in lock boxes.
- vi. Hazardous Materials
- vii. The contractor shall maintain a current hard copy record set of Material Safety Data Sheets (MSDS) for all items that pose a physical or health hazard on each site.
- viii. The contractor will be responsible for following all OSHA regulations and "Right to Know" laws in using and handling all hazardous materials.

j. Fulton County Animal Shelter Priorities

- i. The Client will have the ability and reserves the right to determine priorities and redirect the Contractor's labor if the Client deems it necessary. The redirection will be given through the Contractor's Management Team and shall not be of such frequency as to prohibit the Contractor from performing the Scope of Work per this contract.

k. Performance Monitoring and Reporting

- i. The contractor shall develop an appropriate performance measurement reporting system that will provide performance feedback on critical systems, compliance, safety, efficiency, budgetary variance, schedule variance, customer satisfaction, productivity, quality, workload management, and other important issues.
- ii. The contractor will clearly present performance trends, explain progress on key dimensions, and proactively suggest strategies and tactics to continuously improve the maintenance performance, cost structure, and customer satisfaction with overall facilities services.
- iii. The contractor shall develop checklists to complete regular building rounds and inspections. These rounds will include surveying items crucial to the reliable performance of the facility infrastructure.

Attachment 2 Cost of Services

I. Startup Cost

The start-up will be paid at the completion of the task. This should occur within 90 days of the contract's start date. If completed earlier, the cost should be included in the monthly invoice during the time accomplished.

TOTAL START-UP COST \$ 0
(One-time cost)

II. Base Compensation

Payment will be made monthly for Maintenance Services. Base Compensation is defined as all labor, consumables, and materials required for preventative/ corrective maintenance.

*All staffing models are subject to change based on facility needs and demands

Total Monthly Base Compensation..... \$59,052.90

TOTAL ANNUAL BASE COMPENSATION RANGE \$708,634.91

Attachment 3 Staffing

Provide Four (4) permanently assigned CGL staff to perform work as defined in Attachment 1 – Scope of Services.

Labor mix is provided as follows:

- 1) One (1) Lead HVAC Technician
- 2) One (1) Plumber
- 3) Two (2) General Trades Technician

Staff are permanently assigned to The Fulton County Animal Shelter but can float as needed to other Fulton County contracts.

Staff onsite hours are defined as Monday-Friday 7AM-7PM & Saturday 7AM- 3PM. Sunday is an on-call basis only.

Region	Facility /Location	Resident Staff	Shared Staff (across Region)	Maintenance Specialty
1	Fulton County Animal Shelter	4		Lead HVAC, Plumber, Two General Trades

UNSCHEDULED FACILITY MAINTENANCE SERVICES

	Description of Supply/Service	Qty	Unit of Measure	Unit Price
	Corrective/Unscheduled Maintenance-Normal Duty Hours			
1	Chief Mechanic	1	Hour	\$87.24
2	HVAC Tech	1	Hour	\$113.29
3	Electrical Tech	1	Hour	\$72.70
4	Electronics Tech	1	Hour	\$109.79
5	Fire Alarm Tech	1	Hour	\$109.79
6	Plumbing Tech	1	Hour	\$108.44
7	General Maintenance	1	Hour	\$48.41
8	Groundskeeper / Landscaper	1	Hour	\$38.78
9	Generator Tech	1	Hour	\$115.10
10	Locksmith-Electronic	1	Hour	\$109.79
11	Locksmith-Mechanical	1	Hour	\$72.70
12	Welder	1	Hour	\$75.12
13	Fencing Technician	1	Hour	\$78.75
14	Specialty Kitchen Equipment	1	Hour	\$115.10
	Corrective/Unscheduled Maintenance-After Hours/Emergency			
15	Chief Mechanic	1	Hour	\$130.86
16	HVAC Tech	1	Hour	\$169.94
17	Electrical Tech	1	Hour	\$109.05
18	Electronics Tech	1	Hour	\$164.68
19	Fire Alarm Tech	1	Hour	\$164.68
20	Plumbing Tech	1	Hour	\$162.66
21	General Maintenance	1	Hour	\$72.61
22	Groundskeeper / Landscaper	1	Hour	\$58.16
23	Generator Tech	1	Hour	\$172.67
24	Locksmith-Electronic	1	Hour	\$164.68
25	Locksmith-Mechanical	1	Hour	\$109.05
26	Welder	1	Hour	\$112.69
27	Fencing Technician	1	Hour	\$118.15
28	Specialty Kitchen Equipment	1	Hour	\$172.67

Materials/Subcontract Mark-Up

Mark-Up is the rate above the actual cost that the Client will reimburse the Contractor for subcontractors, parts, and materials. The Client must approve all reimbursable materials expenditures in advance unless an emergency condition exists. The Client is not obligated to utilize the Contractor for any Material/Subcontract purchases. Markup only pertains to material and/or parts, not labor rates. Contractor's mark-up expressed as a percentage: 9.6_ %

Attachment 5 Response Times

Type of Emergency Service	Frequency	Normal Business Hours	After Business Hours
Emergency Generator	As Occurs	1 hours	4 hours
HVAC	As Occurs	1 hours	4 hours
Fire Alarm	As Occurs	1 hours	4 hours
Fire Sprinkler	As Occurs	1 hours	4 hours
Electrical Systems	As Occurs	1 hours	4 hours
Building Utility Systems	As Occurs	1 hours	4 hours
Lighting	As Occurs	1 hours	4 hours
Plumbing and Sewer	As Occurs	1 hours	4 hours
Laundry Equipment	As Occurs	1 hours	4 hours
Kitchen Equipment	As Occurs	1 hours	4 hours
Building Envelope and Structure	As Occurs	1 hours	4 hours


The Client will pay to the Contractor those costs associated with after-hours and emergency services in accordance with the After-Hours/Emergency Hourly Cost amount provided with the Contractor's Overtime for Unscheduled Emergency Work, Attachment 4.

SUCCESSORS AND ASSIGNS. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

ENTIRE AGREEMENT. Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	CGL Facility Management, LLC
Authorized Signature:	
Printed Name and Title of Person Signing:	Ted Perry / Senior Vice President
Date:	05/15/2025
Company Address:	1903 Phoenix Bld Suite 250 Atlanta Ga, 30349

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	
Address:	



CONTRACT AMENDMENT # 5 EXTENSION # 1

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

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	CGL FACILITY MANAGEMENT LLC
Contract No.:	99999-001-SPD0000154-0001
Solicitation Title/Event Name:	Facility Maintenance Solution
Contract Award Date:	8/15/2018
Current Contract Term:	7/15/2024 – 7/14/2025

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to extend for an additional term of twelve months.

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

- 1. CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional twelve months as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	7/15/2025
End Date of New Contract Term:	7/14/2026

CONTRACT NUMBER: 99999-001-SPD0000154-0001

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

2. **PRICING.** This amendment includes a price increase of 3.8% price increase per the ECI adjustment. (See Exhibit A for Pricing)
3. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
4. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services, during the term of this Extension, the new contract shall supersede this Extension.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	CGL Facility Management LLC
Authorized Signature:	<i>Ted Perry</i>
Printed Name and Title of Person Signing:	Ted Perry President CGL FM
Date:	4/09/2025
Company Address:	1903 Phoenix Boulevard Suite 250 Atlanta Ga. 30349

STATE ENTITY

Authorized Signature:	<i>Jim Barnaby</i>
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commissioner State Purchasing Division
Date:	4/28/2025
Company Address:	200 Piedmont Avenue, S.E., Suite 1302, West Tower Atlanta, Georgia 30334-9010

Revised 7/1/15

SPD-CP010

Facility Maintenance Services					Exhibit A (Pricing)
Category: Corrective/Unscheduled Maintenance					3.8%
SubCategory: Corrective/Unscheduled Maintenance - Normal Duty Hours					
Line Item	Maintenance Labor Category	Unit of Measure	Previous Unit Price	Approved Rates Effective July 15th 2025	
1	Chief Engineer	Hour	\$84.05	\$87.24	
2	HVAC Technician	Hour	\$109.14	\$113.29	
3	Electrical Technician	Hour	\$70.04	\$72.70	
4	Electronics Technician	Hour	\$105.77	\$109.79	
5	Fire Alarm Technician	Hour	\$105.77	\$109.79	
6	Plumbing Technician	Hour	\$104.47	\$108.44	
7	General Maintenance Tradesman	Hour	\$46.64	\$48.41	
8	Generator Technician	Hour	\$110.89	\$115.10	
9	Locksmith - Electronic	Hour	\$105.77	\$109.79	
10	Locksmith - Mechanical	Hour	\$70.04	\$72.70	
11	Welder	Hour	\$72.37	\$75.12	
12	Fencing Technician	Hour	\$75.87	\$78.75	
13	Specialty Kitchen Equipment	Hour	\$110.89	\$115.10	
14	Groundskeeper/Landscaper	Hour	\$37.36	\$38.78	
SubCategory: Corrective/Unscheduled Maintenance - After Hours and Emergency					
Line Item	Maintenance Labor Category	Unit of Measure	Unit Price		
15	Chief Engineer	Hour	\$126.70	\$131.52	
16	HVAC Technician	Hour	\$163.72	\$169.94	
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18	Electronics Technician	Hour	\$158.65	\$164.68	
19	Fire Alarm Technician	Hour	\$158.65	\$164.68	
20	Plumbing Technician	Hour	\$156.71	\$162.67	
21	General Maintenance Tradesman	Hour	\$69.95	\$72.61	
22	Generator Technician	Hour	\$166.35	\$172.67	
23	Locksmith - Electronic	Hour	\$158.65	\$164.68	
24	Locksmith - Mechanical	Hour	\$105.06	\$109.05	

25	Welder	Hour	\$108.56	\$112.69
26	Fencing Technician	Hour	\$113.82	\$118.14
27	Specialty Kitchen Equipment	Hour	\$166.35	\$172.67
28	Groundskeeper/Landscaper	Hour	\$56.03	\$58.16

Performance Evaluation Details

ID	E4
Project	Facility Maintenance
Project Number	SWC#99999-001-SPD0000154-0001 -
Supplier	CGL Companies
Supplier Project Contact	Jennifer Svoboda (preferred language: English)
Performance Program	Professional Services
Evaluation Period	01/01/2025 to 03/31/2025
Evaluation Type	Formal
Interview Date	05/23/2025
Expectations Meeting Date	Not Specified
Status	Draft
Evaluation Score	76

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

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

PROJECT MANAGEMENT

14/20

Rating

Satisfactory: Project Management. Acceptable understanding of project objectives, risks and Contract requirements with some direction required from the User Department.

Comments

During this review period CGL Controls, complied with the work plan. Service requests were handled without repeat failures. Their technicians are knowledgeable and professional, and their communication with key DREAM personnel has been consistent.

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

CGL has been reliable and ensures that communication is provided through the procedures on repairs. They have presented concerns on key systems and identified where repairs would avoid failures for corrective actions. Repairs were completed on time and on schedule.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

14/20

Rating

Satisfactory: Deliverables meet requirements and have an average number of issues on reports and deliverables.

Comments

CGL's responsiveness to inquiries has been prompt. Their service manager has been available for calls of service and have staff available to respond. Communications with end users of facility are seamless and transparent.

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

Excellent: Co-operative and timely response to the User Department concerns.

Comments

Staff provides on-site customer care visits. Field technicians display a high level of professionalism and are timely with monthly reports. Additionally, communication when resources are required are presented with recommended resolution steps.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

14/20

Rating

Satisfactory: Issues of compliance with Contract documents were resolved in a timely manner to the the User Department's satisfaction.

Comments

They independently manage staff with little to no supervision required by County staff and continue to make timely repairs of maintenance concerns.

GENERAL COMMENTS

Comments

Not Specified



COOPERATIVE PURCHASING JUSTIFICATION AND APPROVAL FORM

In accordance with Division 12 of the Fulton County Purchasing Code the Purchasing Agent may enter into an agreement with any public procurement unit for the cooperative use of supplies or services; and, may procure supplies, services or construction items through contracts established by the purchasing division of the state where such contract and contractors substantially meet the requirements of the Purchasing Code. Complete the form below to request the Department of Purchasing review the request to engage in cooperative purchasing.

Requesting Department/Agency Department Of Real Estate & Asset Management

Department/Agency Contact Information: Khandi Flowers

Cooperative Contract Number and Title: SWC#99999-001-SPD0000154-0001, Facility Maintenance Solution

Estimated Spending Request: 505,000.00

Contract Source (Identify the source of the cooperative contract by checking the appropriate box):

<input type="checkbox"/> Public Cooperative Entity (EX: Omnia Partners, NASPO) List Cooperative Entity:	<input checked="" type="checkbox"/> State of Georgia Statewide Contracts (Department of Administrative Services)
<input type="checkbox"/> Federal Government (GSA Contract)	<input type="checkbox"/> Other Governmental Entity (Ex: City of Atlanta, Dekalb County) List Government Entity:

Verification Requirements

In order to utilize the cooperative purchasing, statewide or GSA contract, the User Department/Agency must provide justification for the use of the cooperative purchase and why the particular cooperative contract is most advantageous to the County as it relates to price and other factors.

1. Provide justification for the use of the cooperative purchase.

Utilizing this contract provides a single source for preventive/scheduled and corrective/unscheduled maintenance services for customers responsible for occupying/managing locations that consist with multiple facilities/buildings and is available for all locations throughout the state. The scope of services includes all the labor and material to perform on-site preventive maintenance services including work on building envelope and structure; site utilities and distribution systems; central utility plants; hot and chilled water systems; natural gas, LP distribution and combustion systems; plumbing, sewer and water control systems; electrical systems and lighting; heating ventilation and air conditioning (HVAC); uninterruptible power supply (UPS) systems; emergency generators; security and alarm systems; fire alarm, fire sprinkler, and fire suppression systems; water towers; kitchen and laundry equipment; pest control services; swimming pools; grounds/landscape and fume hoods.

2. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value and advantageous to the County. This may include but is limited to:

- a. Leveraging benefits of volume purchasing due to multiple County facilities utilizing this contract.
 - b. Saves approximately \$0.87/sq. ft. over historical/projected cost for current contract participants
The average price for Scheduled/Preventive Maintenance (including cost of materials) is only \$1.00/sq. ft.
 - c. Low markup on materials used for corrective maintenance repairs
 - d. Improved facility life and operational performance through a staff dedicated to meeting the preventive maintenance needs of all facility equipment; thereby reducing equipment failures and facility operational downtime.
 - e. Two (2) options exist for the performance of Unscheduled/Corrective Maintenance which can be used independently or mixed and matched for ultimate flexibility & efficiency
 - i. Fixed labor rates for skilled maintenance technicians (non-resident, all trades) available for unscheduled maintenance (normal duty hours, after hours and emergency) at rates 11% (on avg.) below industry benchmarks (labor only, materials additional)
 - ii. Customize a permanent resident maintenance staff (skill types and quantities of maintenance personnel at your discretion) to perform unscheduled/corrective maintenance during normal operating hours for an average price 2¢/sq. ft./tech (labor only, materials additional)
 - h. Program includes Computer Maintenance Management System (CMMS) which provides the ability to predict, define, track and categorize maintenance cost for easier budget analysis and improved facility life cycle management
3. Provide documentation verifying that the cooperative, statewide or GSA contract is current and awarded through a competitive process. Yes, copy of statewide contract was provided.
 4. Provide a copy of the cost proposal/quote received. Yes, cost proposal was provided.

TO BE COMPLETED BY THE DEPARTMENT OF PURCHASING REPRESENTATIVE:

DOES THE SOLICITATION MEET THE REQUIREMENTS	YES	NO
Reviewed the justification provided by the requesting department/agency and determined that the use of the cooperative purchase/statewide/GSA Contract is justified.	X	
Reviewed the cost analysis provided and determined that the use of the cooperative purchase/statewide/GSA Contract is best value and/or advantageous to the County:	X	
Reviewed the documentation provided and obtained a copy of the contract, solicitation documents, award letters, etc., to verify that the cooperative, statewide or GSA contract is current and was awarded through a competitive process.	X	
The use of the contract meets the needs of the requesting department/agency.	X	
The proposed contracting entity is authorized to conduct business in the State of Georgia.	X	
If applicable, the contracting entity must comply with the Georgia Security and Immigration Act (E-Verify). A copy of the Georgia Immigration and Security Contractor Affidavit is obtained from the contracting entity.	X	

If federal funded, documented that the contracting entity is not on the Excluded Parties List System (EPLS) that identifies those parties debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement rule, or otherwise declared ineligible from receiving federal contracts, certain subcontracts, and certain federal assistance and benefits.	X	
Obtain Certificate Insurance requirements based on the coverage and limits included in the cooperative purchase/statewide/GSA contract. The County must be the Certificate Holder, Add'l Insured and Subrogation boxes should be marked.	X	

Purchasing Representative Recommendation:

I have reviewed the items on the above checklist for this solicitation and the request

 X meets the requirements does not meet the requirements

(Ensure that backup documentation has been scanned/saved into folder for this request)

(CAPA/APA) Purchasing Agent Mark Hawks Date 6/2/25

Chief Purchasing Agent _____ Date _____



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0526

Meeting Date: 7/9/2025

Department

Real Estate and Asset Management

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

Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC #99999-001-SPD0000154-0001, Facility Maintenance Solution in the amount not to exceed \$266,311.16 with CGL Facility Management, LLC (Fayetteville, GA), to provide preventive and corrective maintenance services for the County-owned facilities currently leased to the State of Georgia, (1) Department of Human Services located at 5710 Stonewall Tell Road, College Park, GA 30349, and (2) Department of Family Children Services located at 515 Fairburn Road SW Atlanta, GA 30331. Effective July 15, 2025 through December 31, 2025.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background The initial award for this service was approved by the BOC on November 20, 2024, as Item #24-0796, approving the statewide contract SWC #99999-001-SPD0000154-0001, Facility Maintenance Solution with CGL Facility Management, LLC, in the total amount not to exceed \$131,368.00, to provide preventive and corrective maintenance services for the County-owned facility currently leased to the State of Georgia, Department of Human Services located at 5710 Stonewall Tell Road, College Park, GA 30349, effective from January 1, 2025 through

July 14, 2025. However, SWC #99999-001-SPD0000154-0001 will expire on July 14, 2025. The State of Georgia has extended SWC #99999-001-SPD0000154-0001 from July 15, 2025 through July 14, 2026 (see Exhibit 2).

Now, DREAM is requesting approval to utilize that statewide contract to cover the costs to provide continue preventive and corrective maintenance services for the County-owned facility currently leased to the State of Georgia Department of Human Services and one (1) additional facility coming online this fiscal year, the Department of Family Children Services, in the total amount not to exceed \$226,311.16 for the remainder of FY2025, with a new effective date from July 15, 2025 through December 31, 2025.

Scope of Work: The statewide contractor (facility maintenance) will operate, maintain, monitor, and adjust the day-to-day operations of all mechanical, electrical, and building systems such as preventive and corrective maintenance services for the County-owned facility currently leased to the State of Georgia, Department of Human Services located at the 5710 Stonewall Tell Road, College Park, GA 30349, and Department of Family Children Services located at 515 Fairburn Road SW Atlanta, GA 30331. The contractor shall be fully responsible for providing customer service, quality control and all other services.

Basic services shall include:

- Facility management: day-to-day management
- Landscaping/Grounds
- Electrical systems
- Security systems including but not limited to audio systems, video systems, CCTV, and cable TV
- Lighting preventive maintenance on all interior and exterior lighting
- Heating, ventilation, and air conditioning equipment including but not limited to direct exchange cooling units, heat pumps, air handling units, roof tops, exhaust fans coils and refrigerant piping
- Fire alarm including, but not limited, to fire suppression system, fire sprinklers, fire extinguishers and fire panels
- Fire sprinkler systems
- Plumbing and sewer including, but not limited to, pipes, service pipes, drains, sumps, backflow prevention devices, sewage grinders, septic tanks, pumps, water heaters, sinks, showers, toilets, faucets, water purifiers, garbage disposals, washer lines, floor drains, and leak detection.

Services not included:

- Site utilities
- Janitorial services
- Roofing services and waterproofing systems
- Asphalt/concrete repair
- Card access system

- IT maintenance

However, if there is any interruption in the supply of any/all the above utilities, the Contractor will coordinate with the respective utility vendors and ensure early resumption of utilities.

Community Impact: None of which the Department is aware.

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

The requested spending authority in the total amount of \$266,311.16 for the remainder of FY2025, is an increase of +\$134,943.16 (\$131,368.00 - \$266,311.16=\$134,943.16) over the first 6-months of FY2025. This increase is due to several factors: (1) the Statewide Contractor (CGL Facility Management, LLC) is proposing an increase in their new annual base contract pricing rate up to 3.8% for corrective/unscheduled maintenance effective July 15, 2025 (see Exhibit 3); and (2) an additional County-owned facility leased to the State of Georgia, Department of Family Children Services (located at 515 Fairburn Road SW Atlanta, GA 30331) will be covered by the contract this fiscal year.

This is a time and materials contract that requires covering the costs for replacement of parts/components and labor for corrective maintenance repairs for both facilities located at 5710 Stonewall Tell Road, College Park, GA 30349 and 515 Fairburn Road SW Atlanta, GA 30331.

DREAM's Greater Fulton Maintenance Division will collaborate and managed the facility maintenance responsibilities with the Statewide Contractor (CGL Facility Management, LLC).

Project Implications: This statewide contract allows the County to maintain and provide preventive and corrective maintenance services that ensures the optimum operation performance to the assigned facilities.

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

Department Issues/Concerns: If this statewide contract is not approved, there will be a delay in providing internal resources necessary to render adequate and timely maintenance service to the facilities.

Contract Modification

CGL Facility Management, LLC

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount			\$131,368.00
New Request			\$266,311.16
Total Revised Amount			\$357,679.16

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

Click or tap here to enter text.

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

Exhibit 1: SWC#99999-001-SPD0000154-0001

Exhibit 2: Statewide Contract Extension

Exhibit 3: Attachment A CGL Price Adjustment

Exhibit 4: Attachment B Scope of Services

Exhibit 5: Cooperative Purchasing Justification and Approval Form

Exhibit 6: Contractor's Performance Report

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$131,368.00

Previous Adjustments: \$0.00

This Request: \$266,311.16

TOTAL: \$357,679.16

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5220-1160: General, Real Estate and Asset Management, Professional Services- \$27,000.00

Funding Line 2:

100-520-5221-1116: General, Real Estate and Asset Management, Professional Services- \$239,311.16

Key Contract Terms	
Start Date: 7/15/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: N

Overall Contractor Performance Rating: 76

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/1/2025

Report Period End:
3/31/2025



CONTRACT AMENDMENT # 5 EXTENSION # 1

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

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	CGL FACILITY MANAGEMENT LLC
Contract No.:	99999-001-SPD0000154-0001
Solicitation Title/Event Name:	Facility Maintenance Solution
Contract Award Date:	8/15/2018
Current Contract Term:	7/15/2024 – 7/14/2025

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to extend for an additional term of twelve months.

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

- 1. CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional twelve months as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	7/15/2025
End Date of New Contract Term:	7/14/2026

CONTRACT NUMBER: 99999-001-SPD0000154-0001

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

2. **PRICING.** This amendment includes a price increase of 3.8% price increase per the ECI adjustment. (See Exhibit A for Pricing)
3. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
4. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services, during the term of this Extension, the new contract shall supersede this Extension.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	CGL Facility Management LLC
Authorized Signature:	<i>Ted Perry</i>
Printed Name and Title of Person Signing:	Ted Perry President CGL FM
Date:	4/09/2025
Company Address:	1903 Phoenix Boulevard Suite 250 Atlanta Ga. 30349

STATE ENTITY

Authorized Signature:	<i>Jim Barnaby</i>
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commissioner State Purchasing Division
Date:	4/28/2025
Company Address:	200 Piedmont Avenue, S.E., Suite 1302, West Tower Atlanta, Georgia 30334-9010

Revised 7/1/15

SPD-CP010

Facility Maintenance Services					Exhibit A (Pricing)
Category: Corrective/Unscheduled Maintenance					
SubCategory: Corrective/Unscheduled Maintenance - Normal Duty Hours					
Line Item	Maintenance Labor Category	Unit of Measure	Previous Unit Price	Approved Rates Effective July 15th 2025	
1	Chief Engineer	Hour	\$84.05	\$87.24	
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SubCategory: Corrective/Unscheduled Maintenance - After Hours and Emergency					
Line Item	Maintenance Labor Category	Unit of Measure	Unit Price		
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27	Specialty Kitchen Equipment	Hour	\$166.35	\$172.67
28	Groundskeeper/Landscaper	Hour	\$56.03	\$58.16

Attachment B

Scope of Services

1. BACKGROUND

1.1. Overall Scope

The State of Georgia require the services of a qualified firm to provide preventive/scheduled and corrective/unscheduled maintenance services for multiple state-owned and operated facilities across the state. Specific maintenance services include: facility management; facility property; building envelope and structure; site utilities and distribution systems; central utility plant; hot and chilled water systems; natural gas and LP distribution and combustion systems; plumbing, sewer and water control systems; electrical systems and lighting; low voltage systems; heating ventilation and air conditioning (HVAC); uninterruptible power supply (UPS); emergency generator; security and alarm systems; fire alarm, fire sprinkler, and fire suppression; water towers; kitchen and laundry equipment; pest control; swimming pool; Fume Hoods and grounds/landscape. Facility maintenance services are requested for select Agencies/facilities/locations throughout the state as identified in this scope of services and the associated eRFP solicitation only, however the state requires the flexibility to adjust the number of Agencies/facilities/locations associated with the scope of services over the life of the contract. As new Authorized Users enroll in the awarded contract the Supplier will perform a site visit and draw up a specific scope of service for specific Agencies/facilities/locations. The Supplier will keep accurate information such as signed contract(s), agency scope of services, amendments and all other pertinent information between Authorized User and Supplier to be requested at any time by DOAS. Authorized Users as defined in eRFP section 1.1 can contact supplier directly to sign on for services without the need to contact DOAS. The Supplier will be responsible for drafting up a quote to Authorized User per their awarded Cost Proposal pricing.

1.2. Overview of Supported Agencies

The Equipment List (Attachment C) identifies current state agencies facilities/locations that are on the current Facility Maintenance contract. This list doesn't guarantee all Authorized User will transition to the newly awarded contract; neither does it mean that more agencies/facilities might not be added to the program. The Matrix is to give a snapshot of current operational scope.

2. GENERAL REQUIREMENTS

2.1. The following items are required of and apply to all facilities listed in eRFP.

2.1.1. The Supplier will be responsible for providing all preventive/scheduled and corrective/unscheduled (including pre-existing conditions) maintenance and repair services.

2.1.2. The Supplier will be responsible for all costs (management, labor, materials, travel...etc.) associated with preventive/scheduled maintenance (to include; facility management, maintenance certifications, inspections, and tests) at the fixed monthly cost provided in their proposal.

2.1.3. The Supplier will be responsible for all labor and labor related cost associated with the total proposed resident staff, which includes Authorized User required minimum staff, additional permanently assigned staff and shared staff (hereinafter referred to as the "Supplier's resident staff"), at the yearly cost provided in their proposal. The Supplier will be required to provide personnel that meet or exceed the job specification requirements for a General Trades Craftsman (as defined in Paragraph 26.6 herein) to fill the minimum resident staffing requirements relative to specific facilities (Attachment G) as shown herein. It is the intent of this contract that the Supplier's resident staff will be the primary Supplier resource to perform preventive maintenance duties at the designated facilities. Additionally, on an as needed basis, at the sole discretion and

direction of the State/Authorized User, the Supplier's resident staff will be required to perform corrective maintenance, facility projects and other repairs at no additional labor cost to the Authorized User (Material will have a markup reimbursement charged to the State Authorized User) during normal business hours. Specifically, with exception of the execution of the primary duties of preventive maintenance – the Supplier's resident staff will perform corrective/unscheduled maintenance and project work, within their skill set, based on priorities established by the Authorized User within normal business hours. The Authorized User official responsible for establishing corrective/unscheduled maintenance priorities/task to be performed by Supplier's resident staff is the Authorized User Contract Manager (may also be referred to as the Facility Contract Manager, On-Site Lab Manager, Director of Maintenance or Authorized User Contract Monitor) unless further delegated. Materials required in the performance of these tasks will be reimbursed based on the actual cost plus the material mark-up percentage provided in the proposal.

- 2.1.4** The Supplier will be compensated/reimbursed for corrective/unscheduled maintenance (except for maintenance performed by Supplier's resident staff as outlined in Paragraph 2.1.3 above) in accordance with the fully burdened labor rates and material markup percentage provided in their proposal. The Supplier shall notify the State/Authorized User, in advance, of the need and cost (broken out by line item number, labor category, number of hours per labor category and material/equipment cost) for each corrective/unscheduled maintenance repair and proceed with repair only after receiving written approval from the State/Authorized User, exceptions to this requirement may be considered in emergency situations and other special circumstances as deemed appropriate by the Authorized User. The cost of any corrective maintenance repair performed without written approval from the Authorized User (unless such approval is waived by the State/Authorized User) will be the sole responsibility of the Supplier. Written approval may consist of CMMS entry, E-Mail or other written media. The State and/or Supplier may use the latest edition of the RS Means Facility Maintenance and Repair Cost Data manual as the basis for estimating direct labor hours and materials for unscheduled maintenance activity to verify that proposed resources (labor hours and materials) are fair and reasonable. Supplier personnel assigned to perform corrective/unscheduled maintenance and repair must possess a skill level appropriate for the work being performed, however reimbursement for corrective/unscheduled maintenance and repair will be made according to the trade/skill level required to perform the task, independent of the trade/skill level of the personnel performing the task/s.

- 2.1.5** The Supplier shall operate, maintain, repair, monitor, and adjust the day-to-day operations of all Mechanical, Electrical, Building Systems, Buildings, Grounds, and Property. The Supplier shall develop and implement an effective, consistent, and documented Preventive/Scheduled Maintenance (PM) program that targets system performance, life-cycle sustainability, efficient cost management, energy consumption, and safety. This PM program will be constructed and shared with the agencies so that the agencies can audit the performance of the Supplier's PM program. Required maintenance services for facilities specified in Section 1 include the following functions and major equipment items which are only illustrative in nature, and shall also include all ancillary devices and systems that are a part of the Mechanical, Electrical, and Building Systems, unless specifically excluded herein:

2.1.5.1. Required Maintenance Services for All Facilities

- Facility Management
- Facility Property
- Site Utilities and Distribution Systems
- Building Envelope and Structure
- Central Utility Plant and Hot and Chilled Water Systems
- Natural Gas and LP Distribution and Combustion Systems
- Plumbing and Sewer and Water Control Systems

Electrical Systems and Lighting
Low Voltage Systems
Heating Ventilation and Air Conditioning (HVAC)
Uninterruptible Power Supply (UPS) and Emergency Generator
Security and Alarm Systems (including specialty detention controls and monitoring systems)
Fire Alarm, Fire Sprinkler, and Fire Suppression

2.1.5.2. Additional Required Maintenance Services for Select Facilities

Water Towers
Kitchen Equipment
Laundry Equipment
Grounds/Landscape
Pest Control
Swimming Pools
Secure Detention Facility Cell Inspection
Fume Hoods
Medical and Dental
Lab Equipment
Locking Control Systems

2.1.5.3. Work to be Performed by Supplier

All preventive/scheduled maintenance and corrective/unscheduled maintenance work is the responsibility of the Supplier to be performed as it sees fit, including using subcontractors. However, the labor cost estimate and payment for any corrective/unscheduled maintenance (except for maintenance performed by Supplier minimum resident staff as outlined in Paragraph 2.1.3 above) authorized to be performed by the Supplier during or after normal business hours, shall be calculated using the appropriate fully burdened hourly labor rates and material mark-up percentages provided by the Supplier in their proposal. The Supplier is free to use subcontractors(s) for this work, but, if reimbursement is applicable, such reimbursement will be made based upon the Supplier's calculation utilizing the appropriate labor rates provided by the Supplier, along with parts and materials with the Supplier's proposed mark-up percentage.

2.1.5.4. Work to be Performed by Subcontractor

For any corrective/unscheduled maintenance repair work performed by a subcontractor for which a compensation/reimbursement is due to the Contractor, the Supplier will ONLY be reimbursed based on the appropriate labor rates and material mark-up percentages established by the Supplier as part of their Cost Proposal. No other costs of the Supplier or subcontractor will be reimbursed by the Authorized User.

- 2.1.6.** Supplier will be responsible for providing all equipment, materials, tools, supplies, consumables, and labor required to perform and meet this scope of services. The Authorized User has limited equipment at various locations that will be made available to the Contractor, which should be identified during site visits before start of program. Supplier will develop Preventive Maintenance schedules for all equipment and systems as required by equipment manufacturer(s) considering equipment condition, operating history, operational performance, and expected remaining useful life.

3. Facility Management

- 3.1** Supplier will be required to serve in the role of selective system-wide facility management leader for state facilities included herein to ensure the integrity of each facility's buildings and systems.

- 3.2** Supplier will be required to provide engineering management and technical expertise to protect Authorized User capital investments and to maintain interior and exterior equipment and spaces, including, but not limited to: participate in strategic planning and budgeting sessions; evaluate infrastructure needs; energy management; provide an inventory of all plant equipment and systems; develop maintenance operations manuals and procedures; develop a quality control program; work with, escort, and assist Authorized User staff and outside Suppliers and consultants hired by the Authorized User for facility improvements, additions, upgrades, building retrofits and studies; evaluate and monitor roof integrity and water proofing; monitor regulatory compliance; monitor underground storage tanks; monitor lightning protection needs and effectiveness; monitor insulation needs and effectiveness.

4. Facility Property

- 4.1** Supplier will perform Preventive/Scheduled and Corrective/Unscheduled Maintenance and repairs to facility property including, but not limited to; parking lots, security fencing, sidewalks, walkways, roads, paths, patios, decks, stairs, stair railings, and storm drains.
- 4.2** Supplier is required to remove trees that are dead and cause a safety or security concern at all facilities/locations.
- 4.3** Supplier is required to correct erosion problems or provide earthwork repairs when there is a safety or security concern at all facilities/locations.
- 4.4** Supplier is required to respond to facility property related emergencies according to the response times listed in Paragraph 25.6 of this Attachment.

5. Site Utilities and Distribution Systems

Supplier will perform Preventive/Scheduled and Corrective/Unscheduled Maintenance and repairs to site utilities and distribution systems, underground and overhead, including, but not limited to electrical, water, sewer, natural gas, propane, voice/data and fiber optics.

6. Building Envelope and Structure

- 6.1.** Supplier will perform Preventive/Scheduled and Corrective/Unscheduled Maintenance and repairs to building structures including, but not limited to, doors, windows, walls, wall coverings, paint (spot/patch), floors, floor coverings, ceilings, ceiling tiles, roofs, roof gutters, elevators, lifts, and any built-in building structure. Built-in building structures are defined as permanent parts of a larger structure such as; a built-in piece of furniture, bookcase, counter, countertop, cabinet, appliance, etc.
- 6.2.** Supplier is required to provide clean-up services for utility back-ups, overflows, water line leaks, and sprinkler discharges.
- 6.3.** Supplier is required to respond to building envelope and structure related failures and emergencies according to the response times listed in Paragraph 25.6 of this Attachment

7. Central Utility Plant and Hot and Chilled Water Systems

Supplier will perform Preventive/Scheduled and Corrective/Unscheduled Maintenance and repairs on all central utility plant and hot and chilled water systems including, but not limited to: packaged boilers and associated controls; centrifugal chillers, cooling towers, and associated controls; associated chilled water, condenser water, hot water, steam, and condensate piping systems; associated supply, return, and condensate pumps and controls; domestic hot water heat exchangers, chemical water treatment equipment; electrical, electronic, and pneumatic control systems;

compressed air systems.

- 7.1. Supplier is required to respond to central utility plant and hot and chilled water systems emergencies according to the response times listed in Paragraph 25.6 of this Attachment.

8. Natural Gas and LP Distribution and Combustion Systems

- 8.1 Supplier will perform Preventive/Scheduled and Corrective/Unscheduled Maintenance and repairs on all-natural gas and LP gas distribution and combustion systems equipment including, but not limited to, pipes, valves, controls, pressure testing, and gas leak detection.
- 8.2 Supplier is required to respond to natural gas and LP gas distribution and combustion systems equipment related failures and emergencies according to the response times listed in Paragraph 25.6 of this Attachment.

9. Plumbing and Sewer and Water Control Systems

- 9.1. Supplier will perform Preventive/Scheduled and Corrective/Unscheduled Maintenance and repairs on all plumbing equipment including, but not limited to, pipes, service pipes, drains, valves, fittings, gauges, sumps, sewer lines, wastewater treatment systems (including chemicals), backflow prevention devices, grease traps, muffin monsters, septic tanks, storage tanks, pumps, water heaters, sinks, showers, toilets, faucets, water purifiers, water softeners, chemical treatment, garbage disposals, washer lines, floor drains, leak detection and electronic and pneumatic controls.
- 9.2. Supplier is required to respond to plumbing related failures and emergencies according to the response times listed in Paragraph 25.6 of this Attachment.

10. Electrical Systems & Lighting

- 10.1 Supplier will perform Preventive/Scheduled and Corrective/Unscheduled Maintenance and repairs on all electrical systems equipment and lighting including, but not limited to: 12 kV high voltage distribution systems inclusive of transformers, switchgear, cables, and secondary conductors; all switchgear, main panel boards, sub-panels, disconnects, motor starters, uninterrupt power supply, feeders, and wiring; receptacles and switches; conduit; wire breakers; interior and exterior lighting; security lighting; ballast; lighting control systems; exterior pole mounted lights; high mast lighting; lightning protection; transient voltage suppressor (TVSS) systems; lamp replacement.
- 10.2 Supplier is required to respond to electrical systems emergencies according to the response times listed in Paragraph 25.6 of this Attachment.

11. Heating Ventilation and Air Conditioning (HVAC)

- 11.1. Supplier will perform Preventive/Scheduled and Corrective/Unscheduled Maintenance and repairs on all HVAC equipment including, but not limited to, direct exchange cooling units, heat pumps, air handling units, roof top units, exhaust fans, related distribution piping, pumps, valves, controls, thermostats, coils, refrigerant piping, compressed air systems, ductwork, grills, insulation, chemical treatment, power conditioning, DDC controls (including setting points and controls), pneumatic, electronic controls, and automatic programmable control systems.
- 11.2. The Supplier is responsible for keeping vents, returns, and ventilation systems clean and free of debris as part of preventive maintenance activity. The Supplier will be required to create a maintenance schedule for inspection of ducts in accordance with industry standards. Ducts should be cleaned on an as-needed basis as dictated by regular inspection, however comprehensive system-

wide cleaning of ducts shall be performed when necessary and will be considered a corrective/unscheduled maintenance task.

- 11.3. Supplier will change all filters as recommended by the manufacturer, dictated by condition of the equipment or more frequent if needed.
- 11.4. Supplier will be responsible for keeping vents, returns, and ventilation systems clean and free of debris/dust.
- 11.5. Supplier is required to respond to HVAC equipment failures according to the response times listed in Paragraph 25.6 of this Attachment.

12. Uninterruptible Power Supply (UPS) Systems and Emergency Generator

- 12.1. Supplier will perform Preventive/Scheduled and Corrective/Unscheduled Maintenance and repairs on all UPS systems and Generator equipment including, but not limited to, static and rotary power supply systems, batteries, generator sets, engines, transfer switches, switch gear, alternators, mufflers, exhaust systems, enclosures, controls, fuel tanks, filters, starters, fuel lines, and fans.
- 12.2. Supplier will perform a weekly full-load test operation of all emergency generator equipment that will include, but not be limited to, running each emergency generator for the manufacturer recommended amount of time, inspecting emergency generator sets, controls, batteries, charging systems, fuel storage systems, fuel levels, and pumping systems.
- 12.3. Supplier is required to perform an annual Load Bank Test of all generators and provide results of tests to the designated Authorized User Program Manager/s.
- 12.4. Supplier is required to respond to emergency generator failures according to the response times listed in Paragraph 25.6 of this Attachment.

13. Security and Alarm Systems

- 13.1 Supplier will perform Preventive/Scheduled and Corrective/Unscheduled Maintenance and repairs on all security systems equipment including, but not limited to, interior and exterior locking control systems (both analog and digital), security fencing, gate operators, gate locks, CCTV equipment, CCTV head-end equipment, low-voltage cabling, cameras, monitors, control panels, intercom systems, locks, locking control systems, fire alarm system, intercom system, paging system, access control system, hard-wired and PLC-based locking controls, PLC based data distribution and intrusion detection systems and transient voltage suppressor (TVSS) systems.
- 13.2 Supplier's technicians must possess certifications as required by local, state and federal law, rules, regulation and policy.
- 13.3 Supplier is required to respond to security systems emergencies according to the response times listed in Paragraph 25.6 of this Attachment.

14. Fire Alarm, Fire Sprinkler, and Fire Suppression

- 14.1. Supplier will perform Preventive/Scheduled and Corrective/Unscheduled Maintenance, certifications, and repairs on all fire alarm, fire sprinkler, and fire suppression equipment including, but not limited to, fire alarm panels, exit signs, fire suppression systems, fire extinguishers, smoke detectors, heat detectors, duct detectors, sprinkler heads, standpipes and hoses, fire pumps, chemical systems, post-indicator valves, kitchen hood suppression systems, and fire department connections. This will also include all technologies, including beam, air aspiration and spot detection and the ability to interface with other technologies. Fire alarm, fire safety and fire suppression systems and equipment

inspections/certifications will be performed in accordance with frequencies established by the State Fire Marshal and in accordance with established federal, state and local laws and regulations.

14.2. Supplier will be responsible for keeping smoke detectors clean, and free of debris.

14.3. Supplier is required to respond to fire alarm emergencies including, but not limited to, fire alarm system failures, fire alarm system hard alarms, fire alarm system com_fails, fire sprinkler system failures, and damaged sprinkler heads according to the response times listed in Paragraph 25.6 of this Attachment.

15. Water Towers (Selected Facilities Only)

15.1 Supplier will perform Preventive/Scheduled and Corrective/Unscheduled Maintenance and repairs on water towers. Preventive/Scheduled maintenance activities are limited to maintenance tasks associated with the day to day maintenance/operation of water towers to include; valves, piping and water level monitoring systems. Periodic cleaning, inspections, certification and repairs of water towers will not be classified as preventative/scheduled maintenance and will be considered a corrective/unscheduled maintenance task.

15.2 Supplier is required to respond to water tower equipment related failures and emergencies according to the response times listed in Paragraph 25.6 of this Attachment.

16. Kitchen Equipment (Selected Facilities Only)

16.1 Supplier will perform Preventive/Scheduled and Corrective/Unscheduled Maintenance and repairs on all kitchen equipment including, but not limited to, ranges, ovens, convection ovens, microwave ovens, fryers, stoves, griddles, char broilers, grills, steamers, toasters, blenders, mixers, grinders, ventilation systems, vent hoods, refrigerators, freezers, coolers, ice machines, steam tables, coffee brewers, and dish washers.

16.2 Supplier is required to respond to kitchen equipment related failures and emergencies according to the response times listed in Paragraph 25.6 of this Attachment.

17. Laundry Equipment (Selected Facilities Only)

17.1 Supplier will perform Preventive/Scheduled and Corrective/Unscheduled Maintenance and repairs on all laundry equipment including, but not limited to, washers, dryers, washer-extractors, tumblers, presses, ironers, and finishers.

17.2 Supplier is required to respond to laundry equipment related failures and emergencies according to the response times listed in Paragraph 25.6 of this Attachment.

18. Grounds/Landscape (Select Facilities only)

18.1 Grounds maintenance and landscaping tasks will be accomplished on a corrective/unscheduled maintenance basis ONLY based on an annual facility grounds maintenance budget to be determined by the Authorized User at the time of award and annually thereafter. Any costs associated with grounds maintenance/landscaping should not be included in the cost to perform any preventive/scheduled maintenance activity.

18.2 The Supplier will develop a landscape maintenance schedule for each facility based on the annual facility grounds maintenance budget provided, to be approved by the State/Authorized User. The

amount of services provided for grounds and landscape each year shall not exceed the budget amount. The objective of landscape services is to maintain the aesthetic appeal of the grounds.

- 18.3** Supplier will ensure that each facility's property will be maintained to a neat and orderly appearance.
- 18.4** Supplier will ensure that grass is cut and walkways, curbs, and flowerbeds are edged on an as needed basis as determined by the State/Authorized User.
- 18.5** Supplier will remove and chemically treat all grass and weeds growing in cracks of sidewalks, curbs, and parking lots.
- 18.6** Supplier will ensure that all leaves, pine straw, and refuse will be collected and disposed of on an as needed basis as determined by the State/Authorized User. Supplier will remove trash and debris along all landscape areas, fence lines, sidewalks, curbs, and building and site perimeters.
- 18.7** Supplier will ensure that all storm drains, gutters, drainage ditches, gratings, roofs, roof gutters, and roof downspouts are kept clear and free of debris.
- 18.8** Supplier will ensure that all grass, flowers, trees, shrubs, and other plant life are appropriately pruned, watered, and maintained, and will apply grass seeds, insecticides, fertilizers, fungicides, post-emergent, pre-emergent, and other lawn and garden treatments/chemicals as the seasons dictate or on an as needed basis as determined by the State/Authorized User.
- 18.9** Supplier will ensure that all driveways, sidewalks, parking lots, and other paved areas will be cleared of grass clippings, leaves, and debris on an as needed basis as determined by the State/Authorized User.
- 18.10** Supplier will provide planting services for Authorized User purchased plants, flowers, shrubs, and small trees.
- 18.11** Supplier will maintain irrigation systems (select locations) to ensure proper operation. Systems are expected to be free of leaks and all sprinkler heads will be inspected a minimum of twice per season to ensure proper coverage and operation. Time clocks and rain gauges will be checked and adjusted to maintain appropriate irrigation for the landscape variety and climatic conditions. Systems will be shut off and drained down as necessary during periods when freezing conditions are likely to occur.

19. Pest Control (Select Facilities only)

- 19.1** Supplier will develop, implement, and monitor a pest control plan for each facility inclusive of all pests and animals including wood destroying insects. Pest control plan should include thorough inspections of all buildings, effective treatments, monitoring, and preventive measures for positive long-term pest control results. The Authorized User does not require a Termite Bond.
- 19.2** Supplier will respond to user requests for additional pest control treatments outside the normal pest control schedule if insects and pests are discovered.

20. Swimming Pools (Select Facilities only)

- 20.1** Supplier will perform Preventive/Scheduled and Corrective/Unscheduled Maintenance and repairs on swimming pools including, but not limited to: inspecting coping, tile, pumps, motors, filters, pool surfaces, paint, underwater lights, piping, cracks, leaks, chemical feeders, automatic controllers; cleaning, sweeping, and vacuuming on an as needed basis; adding chlorine and acids to maintain pool water to safe and proper pH levels on an as needed basis; maintaining filters, pumps, pipes, and heaters.

- 20.2** Supplier is required to respond to swimming pool equipment related failures and emergencies according to the response times listed in Paragraph 25.6 of this Attachment.

21. Additional Supplier Requirements

- 21.1** Supplier will be required to be the Authorized User's agent in handling repairs of buildings and systems that are still under warranty.
- 21.2** Supplier will be required to participate in Authorized User facility inspections and audits, including, where applicable, using Authorized User's auditing tools.
- 21.3** Supplier will be required to provide patching and spot painting services for walls, ceilings, and floors. Patching and spot painting will be for, but is not limited to holes, deep scratches, and graffiti.
- 21.4** Supplier will be required to hang grievance boxes, pictures, and other wall items as the need arises.
- 21.5** Supplier shall maintain, at a minimum, a toll-free after-hours response telephone service to act as a contact for all after-hours and emergency work requests. The telephone service shall maintain an electronic and written log of all contacts, listing the date, time, name of person, facility, work requested, and date, time, and name of Supplier personnel contacted by the telephone service. Electronic and/or written copies of the contact log are to be made available to the Authorized User daily and/or as requested.
- 21.6** Supplier may be asked by the Authorized User to perform other essential facility functions, including, but not limited to: attending prebid, preconstruction, and other meetings; escorting staff, consultants, and Suppliers; reading utility meters; providing reports, photographs, and cost estimates; creating and maintaining facility emergency response plans; setup and breakdown for special events; and other similar functions. No additional payments will be made to the Supplier for any labor hours for Supplier personnel for any functions performed during normal business hours.

21.7 Secure Detention Facilities

- 21.7.1** Supplier will be required to perform a formal inspection of all cells at DJJ Secure Detention Facilities (ONLY) a minimum of once per month including inspecting cell doors, locks, lights, plumbing, plumbing chases, sprinkler heads, sprinkler pipes, water closets, windows, beds, furniture, floors, walls, and ceilings. Supplier will document results of monthly cell inspection on the Housing Unit Inspection Form (provided by DJJ). The total number of cells to be inspected will be made available during facility/location site visits.

21.8 Vandalism

The initial determination of whether a corrective/unscheduled maintenance repair is required because of vandalism as defined in the eRFP is the responsibility of the Supplier, however, the Authorized User reserves the right to make the final determination of whether the repair required is a result of an act of vandalism. This final determination is not subject to appeal. It should be noted that clearing of clogs to toilets are not to be considered vandalism under any circumstances. Corrective/Unscheduled maintenance repairs required because of vandalism must be separately identifiable and segregable from all other repair activity in CMMS and on invoice documents.

22. Materials, Spare Parts, Consumables

- 22.1** Supplier will be responsible for providing all materials, parts, supplies, tools, and consumables

required to provide services as specified in this contract. Existing tools and equipment at included facilities will be available for the Supplier's use for the performance of this contract. However existing tools and equipment and any replacements of such by the Supplier will remain the property of the Authorized User at the completion of this contract. The exact types and quantities of equipment that will be available for contractor use may be made available during facility/location site visits, however a comprehensive inventory of equipment/tools available for contractor use is not available prior to contract award

22.2 Reimbursable Materials

The Supplier is required to ensure that all reimbursable material cost is fair and reasonable. The Supplier must maintain adequate support documentation that substantiates their determination that material costs for which reimbursement is requested/invoiced are fair and reasonable and such documentation must be made available to the Authorized User upon request. Documentation must be maintained for a period of 24 months from the date of invoice payment. The State currently recognizes the following price/cost analysis techniques to support determinations that price/cost is fair and reasonable; (a) Adequate price competition (multiple bids), (b) Comparison with prices previously paid for similar/like items, (c) Comparison with published price list, published market prices, discount or rebate arrangements, (d) Comparison with prices obtained through market research, (e) other industry specific generally accepted price/cost analysis techniques and (f) Pre-established pricing arrangements with suppliers. The Authorized User reserves the right to require the Supplier to further substantiate reimbursable material cost that the Authorized User determines are not fair and reasonable prior to the payment of an invoice containing material reimbursement line items.

22.3 Supplier will adhere to the tool control SOP of each Authorized User.

22.4 Supplier shall develop, implement, and monitor a process for the procurement and inventory management of critical spare parts and consumable parts/materials to ensure that maintenance work is performed in a timely and cost-effective manner.

22.5 Supplier will be responsible for ensuring availability and/or storage of adequate stocks of critical spare parts/materials. Critical Spare Parts include components that are critical to the reliability and performance of building systems. Within a reasonable time after award of an Authorized User contract/order, the Supplier and the designated Authorized User Contract Manager will determine the required item and stock levels of critical spares to be maintained. Critical spare parts/inventories may already be on-hand within each Authorized User, however, if an Authorized User requires establishment, additional or replenishment of critical spare parts, the Supplier is responsible for acquisition of the parts in accordance with paragraph 22.2 (above). The Authorized User will reimburse the Supplier for those costs associated with the acquisition of critical spare parts based on the actual cost plus the material mark-up percentage provided in the proposal.

22.6 Consumable parts/materials include parts that are utilized in the operation and maintenance of Building Systems, but are not considered to be critical. The Supplier shall be responsible for ensuring that consumable parts/materials are available in a timely manner.

22.7 Supplier will administer and manage all warranties and manufacturer service contracts relating to equipment or parts used in the Authorized User's Building Systems under its control. Supplier will coordinate, supervise, and approve all work performed under these contracts, and shall ensure that service personnel adhere to appropriate procedures, conduct, and standards while on site.

22.8 Supplier will dispose of all materials in a manner that meets all local, state and federal regulations.

23. Hazardous Materials

Supplier is required to follow all Authorized User Policies, State Fire Marshal regulations, OSHA regulations, Building Codes, and Georgia's "Right To Know" laws in using, handling, and storing and disposing of all hazardous materials. Supplier shall maintain on each site a current hard copy record set of Material Safety Data Sheets (MSDS) for all items that pose a physical or health hazard.

24. Standard Repair Service Response Times

- 24.1.** The Supplier shall be required to provide critical repair services within a dependable time frame. To insure the performance of this fundamental contract requirement, the following list of critical repairs and associated completion times are included and thereby made part of the contract. By his bid proposal and by signing the contract, the successful bidder agrees to perform the listed tasks within the indicated time frame and acknowledges that failure to do so may result in issuance of a corrective action request (CAR) in accordance with paragraph 33 of the scope of services. The response times provided below are considered "standard" for corrective maintenance services performed under the contract, however individual Agencies may, at their discretion, require more stringent or lenient response times, by facility/location, based on operational needs. Authorized User level response times will be incorporated based on mutual agreement of the parties, and will be included in individual Authorized User contracts/orders executed against the Statewide Contract

Non-emergency response times	Initial Response (days)	Completion (days)
Grounds/Landscape	1	7
Pest Control	1	7
Swimming Pools	1	7
Facility Property	1	7
Site Utilities and Distribution System	1	7
Building Envelope and Structure	1	7
Central Utility Plant and Hot and Chilled Water System	1	7
Natural Gas and LP Distribution and Combustion Systems	1	7
Plumbing and Sewer and Water Control Systems	1	7
Electrical Systems and Lighting	1	7
Heating Ventilation and Air Conditioning (HVAC)	1	7
Emergency Generator	1	7
Security and Alarm Systems	1	7
Fire Alarm, Fire Sprinkler and Fire Suppression	1	7
Water Towers	1	7
Kitchen Equipment	1	7
Laundry Equipment	1	7

- 24.2.** Factors that delay completion other than the actual time required to get appropriate personnel to the location of the repair and the time required to perform the work, can be added to the allowed completion time, provided that the Authorized User is informed in advance and concurs with the additional delay.
- 24.3.** The Supplier is responsible for maintaining, tracking and reporting statistics to the Authorized User associated with repair times to include initial response times and completion times as part of the CMMS.
- 24.4** Repairs consist of identifying what keeps an asset from operating properly, correcting or replacing defective components to make it operate correctly, and verifying that the asset is performing properly after the repair. The Supplier may perform repairs on site, or equipment may be sent off site to independent sources for repair. Where practical, the Supplier will provide, install, and maintain substitutes for unavailable equipment to minimize impact on users.

25. After-Hours and Emergency Requests and Repairs

- 25.1** Supplier will develop, implement, and maintain a process for responding to “after-hours” and “emergency” requests and repairs. The process the Supplier implements will provide for response to work orders/requests on a 24 x 7 basis and will allow each facility to communicate directly with the Supplier.
- 25.2** “After-hours” is defined as occurring outside of the normal operating business hours of a specific facility/location. “Normal operating business hours” are defined as period consisting of 8-hours (excluding meals) per day, 5 days per week. The exact hours and specific days that comprise normal operating business hours for facilities/locations may differ. Supplier will adhere to the specific normal business hours at each facility.
- 25.3** “Emergency” requests are defined as repairs/requests of such urgent or important nature that delaying the response may cause undue harm to individuals or Building Systems, or seriously impact business operations.
- 25.4** Supplier will provide for emergency coverage on a 24 x 7 basis and when notified of an emergency repair/request, the Supplier will respond as soon as possible, but within the response times listed in Paragraph 25.6 of this Attachment. In case of an emergency request, the Supplier shall provide additional staff, resources, and/or equipment as needed.
- 25.5** The Authorized User will reimburse the Supplier for those costs associated with after-hours and emergency services in accordance with the Corrective Maintenance- After Hours & Emergency line items and the material markup line item provided with in the Offeror’s Cost Proposal.

25.6 Standard Facility Property Emergency Response Time

The response times provided below are considered “standard” for emergency service performed under the contract, however individual Agencies may, at their discretion, require more stringent or lenient response times, by facility/location, based on operational needs. Please note that call back response time must be within an hour. The listed response time below are for getting a technician on to the facility grounds. Authorized User level response times will be incorporated based on mutual agreement of the parties, and will be included in individual Authorized User contracts/orders executed against the Statewide Contract.

TYPE OF EMERGENCY SERVICE	FREQUENCY	RESPONSE TIME	
		NORM BUS HRS	AFTER-HOURS
Kitchen Equipment	As Occurs	2 hours	4 hours
Grounds/Landscape	As Occurs	2 hours	4 hours
Emergency Generator	As Occurs	2 hours	4 hours
HVAC	As Occurs	2 hours	4 hours
Fire Alarm	As Occurs	2 hours	4 hours
Fire Sprinkler	As Occurs	2 hours	4 hours
Electrical Systems	As Occurs	2 hours	4 hours
Central Utility Plant Systems	As Occurs	2 hours	4 hours
Security Systems	As Occurs	2 hours	4 hours
Lighting	As Occurs	2 hours	4 hours
Plumbing and Sewer	As Occurs	2 hours	4 hours
Laundry Equipment	As Occurs	2 hours	4 hours
Natural Gas & LP Gas Dist. and Combustion Systems	As Occurs	2 hours	4 hours
Building Envelope and Structure	As Occurs	2 hours	4 hours
Water Tower	As Occurs	2 hours	4 hours

Swimming Pool	As Occurs	2 hours	4 hours
Hazardous Material	As Occurs	as required by regulatory authority	as required by regulatory authority

26. Workforce

- 26.1** Supplier personnel and subcontractors shall be required to wear uniforms that consist of professional looking coordinated attire, clearly identifying them as employees of the Supplier or subcontractor. Uniforms shall be maintained in a neat, clean, and free from excessive wear manner. Vehicles such as golf carts should be provided by the Supplier. Vehicles of the Supplier and subcontractors shall be properly identified as belonging to the Supplier and subcontractors.
- 26.2** Supplier shall provide the designated Authorized User Contract Monitors with a current personnel roster of its employees providing services for the State/Authorized User, at the initiation of the contract, whenever any changes are made to personnel, and upon request of the State/Authorized User. The personnel roster shall include the employee's name, job title, location and contact information.
- 26.3** The Authorized User Contract Manager (may also be referred to as the Facility Contract Manager, On-Site Lab Manager, Director of Maintenance or Authorized User Contract Monitor) will have the ability and reserves the right to determine maintenance and facility priorities and redirect the Supplier's labor if the Authorized User deems it necessary. Examples of facility priorities include (but are not limited to); life safety issues, natural hazards, State declared emergencies, detainee escapes/escape attempts, HVAC failure and generator failure.
- 26.4** Supplier will be required to provide appropriate training to workforce. Workforce may be required to attend and pass Authorized User provided training classes.
- 26.5** All employees of the Supplier and any subcontractors wanting to perform work at any one of the Authorized User facilities will be required to abide by all Authorized User Policies.
- 26.6** Minimum staffing requirements required by facility/location as provided in the "Minimum Resident Staff" column (Column I) of the Facility Profile Matrix (Attachment C) must be full time employees of the primary Supplier. The Supplier will be required to provide personnel that meet or exceed the job specification requirements for a General Trades Craftsman as defined below, to fill the minimum resident staffing requirements for specific facilities as identified in the Facility Profile Matrix (Attachment C). The Authorized User reserves the right to adjust the number and/or the skill level of Minimum Resident Staff assigned to facilities/locations over the life of the contract. Any adjustments to the number and/or skill level of the Minimum Resident Staff will be accomplished by contract amendment based on a negotiated agreement between the Supplier and the State Authorized User.
- 26.6.1.** General Trades Craftsman Job Description: Performs facility maintenance/repair, renovation and construction related repair services. Installs and maintains security, climate control and other facilities systems. Specifically:
- i. Performs routine preventative maintenance to ensure that machines operate smoothly, efficiently and physical conditions of the buildings does not deteriorate.
 - ii. Assembles, installs and/or repairs wiring, electrical and electronic components, pipe systems and plumbing, machinery and equipment.

- iii. Diagnoses and corrects mechanical and structural problems, checking blueprints, repair manuals and parts catalogs.
- iv. Ensures all maintenance conforms to quality standards and designated timeliness.
- v. Handles hazardous materials in accordance with laws and regulations.
- vi. Installs, maintains evaluates and repairs any components of the facility systems.
- vii. Operates plant equipment and building automation systems.
- viii. Operates trade related tools and equipment; maintains/ assists an accurate inventory of all materials and tools.
- ix. Performs basic and skilled painting, carpentry and roofing tasks.
- x. Performs general maintenance and repair work on facilities and equipment.
- xi. Reads and utilizes blueprints, plans, drawings and sketches to determine the work to be performed and resources required.
- xii. Repairs and performs maintenance on plumbing fixtures, lighting and HVAC systems.
- xiii. Wears safety equipment and observes all safety practices and regulations.

Sample Technical Competencies:

- i. Knowledge of the standard methods, practices, tools and equipment used in a variety of building maintenance.
- ii. Ability to repair and maintain tools and equipment.
- iii. Ability to safely work at various heights on ladders, platforms and scaffolds.
- iv. Ability to install, repair and maintain component parts of building systems.
- v. Knowledge of plant equipment and building systems.
- vi. Skill in use and application of equipment and tools.

Experience Requirements:

- i. Five years' experience in building repairs and maintenance or in the specific area of assignment.

26.6 Specific Requirements

- 26.6.1.** Supplier shall provide a skilled workforce, with the necessary qualifications, certifications, and experience to perform the full scope of services requested. Supplier shall maintain the minimum number of on-site, full time personnel at each facility listed in the Facility Profile Matrix (Attachment C), during normal business hours.
- 26.6.2.** For purposes of supervision and administration, the Supplier shall divide the facilities for which he has responsibility into Maintenance Service Regions. Each region shall have within its overall total staff individuals skilled in each of the technical fields:

HVAC, Electrical, Electronics, Detention security control and locking systems and Plumbing, and a minimum of one (1) regional Supervisor. The qualifications of the Supervisor shall include journey level skills in at least one (1) of the maintenance technical fields. The number of staff listed as the minimum for each site shall be the number of individuals assigned permanently and solely to that site. The Supplier shall identify the number of staff listed as shared between the sites within a Maintenance Service Region, along with the type and level of skill possessed by each individual. The Supplier shall be required to maintain the quantity and skill level of staff proposed in his bid, both at each site, and within each Maintenance Service Region. The minimum number of personnel required relates to maintenance workers and shall not include clerks, secretaries, or other support related support staff.

- 26.6.3.** In addition to the staff listed above, the Supplier shall maintain a minimum of one (1) qualified Program/Project Manager with management responsibility over the entire contract and supervisory responsibility over all regions and facilities.

26.6.4. Vacant Positions

Supplier must fill any full-time positions that it submitted in its proposal, within 45 calendar days of the date of any vacancy. The Supplier will submit a Monthly Positions Status Report (form to be provided by the Authorized User) with its monthly invoice for reporting the status of these positions. For each calendar day beyond 45 days that a position stays vacant, the Supplier will credit the Authorized User the amount of daily salary, including fringe benefits, for that position. For positions that will be shared among more than one Authorized User, the credited salary will be prorated among those Agencies, as determined by the State. Prior to the Service Commencement Date, the Supplier will provide each Authorized User a complete list of positions assigned to this Contract. Supplier will provide a spreadsheet of all the positions that will service Authorized Users location to Authorized User agent. Spreadsheet will detail all the fringe benefits, salaries, position titles and total cost per day. Vacant positions are considered filled on the first day the employee reports to work on-site at the designated facility.

26.7 Background Investigation

- 26.7.1.** Supplier is required to have all employees and subcontractor follow State Authorized User policies and procedures.

26.7.2. Except as noted above, no applicant will be allowed to perform duties under the resultant contract until the background/criminal history check has been completed by the Facility in which the employee will be working and the facility manager approves the background history. Any staff who will work in multiple facilities may be required to obtain background investigations from each Facility/Authorized User supported. Pre-employment drug testing on all applicants who have been offered employment is required. Supplier shall be responsible for all costs associated with this testing.

- 26.7.3.** The Supplier must agree to cooperate with all investigations required by State/Authorized User. All State staff conducting such investigations will have and be provided unimpeded access to the facility, facility grounds and property, staff and residents/inmates. The Supplier will require all employees to sign a pre-employment agreement indicating they understand and agree to cooperate with investigations when ordered to do so by the State/Authorized User.

- 26.7.4.** The Supplier agrees to implement written procedures requiring all staff who have been arrested for any offense to make a report of their arrest to their immediate supervisor and to the designated State Authorized User Program Manager/s.

- 26.7.5.** Failure of the Supplier/Offeror to comply with the above procedures regarding background checks, incident reporting, reporting of staff arrests and investigations could result in cancellation of the contract.

27. Office and Storage Space

The Authorized User will provide the Supplier with office and storage space for equipment, tools, materials, supplies, and cleaning supplies in the form of existing maintenance and storage space at each facility. The Authorized User will provide associated regular utilities (i.e. electric, gas, telephone, plumbing, etc.) for all Authorized User provided office and storage space. The Supplier will be responsible for computer and office related equipment and Internet connectivity. The Supplier is required in correctional facility settings to safeguard its computer from any use by inmates/residents

28. Tool and Key Control

- 28.1** Supplier is required to follow each Authorized User's Policies on Tool and Key Control.
- 28.2** Supplier will be responsible for daily, weekly, and quarterly tool accountability and reporting in accordance with Authorized User standard operating procedures.
- 28.3** All tools must have etched serial numbers.
- 28.4** All tools must be stored in a secure location always, hung on shadow boards, or locked in lock boxes. All lock boxes must include a complete list of contents.
- 28.5** Supplier will be required to make keys, order keys, make key chits, and solder key rings.

29. Computerized Maintenance Management System (CMMS)

- 29.1** The Supplier will be responsible for providing a web based Computerized Maintenance Management System (CMMS) that shall have as it's users both Supplier staff, staff of the agencies and staff of others (as determined by the State/Authorized User). Supplier responsibilities/requirements for facility management include barcoding and scanning Authorized Users assets into the CMMS. The provided solution must meet the following minimum standards:
 - 29.1.1** A comprehensive maintenance work management solution for planned and unplanned activities including preventive, reactive, and condition-based maintenance, schedule management, resource optimization, inventory planning, asset management, monitoring, and costing, long and short-term planning, report creation and management, warranty tracking, and key performance indicators.
 - 29.1.2** Use of a non-proprietary industry standard database, preferably Oracle or Microsoft SQL, which will afford ease of data migration to a statewide enterprise CMMS system, should one become available in the future. Application functionality should not occur at the database level.
 - 29.1.3** The CMMS must be able to sync and process data from Maintenance Connect.
 - 29.1.4** The Supplier shall host the CMMS system. Access from Authorized User sites shall be based on secure IP connectivity across the Agencies LAN/WAN infrastructure.
 - 29.1.5** The Supplier will perform all CMMS administration and support and shall provide

initial and annual refresher training (or on an as needed basis as determined by the State/Authorized User) to Authorized User staff on the CMMS system. However, where it accrues to the benefit of the Authorized User for Authorized User staff to perform any application administration responsibilities, the Supplier shall train designated users as application administrators and shall provide for those users to have the appropriate level of application access.

- 29.1.6** The application shall operate on Microsoft Internet Explorer 9.0 browser at a minimum, and IE 11.0 at a maximum. The application should also be able to work on 2 editions removed from latest edition of Chrome and Firefox.
- 29.1.7** The CMMS solution shall not require any PC client software.
- 29.1.8** If data integration with existing Authorized User systems is desired by the Authorized User, the Supplier shall work cooperatively with the Authorized User's Office of Information Technology and provide resources to enable said integration.
- 29.1.9** The Supplier shall be responsible for all CMMS system hardware and software, hardware and software installations, upgrades, repairs, annual maintenance service agreements, updates, and maintaining system and associated equipment.
- 29.1.10** All nameplate data for every piece of equipment shall be maintained in the CMMS system and every piece of equipment shall have a unique identifier code.
- 29.1.11** The Supplier shall be responsible for barcoding and scanning Authorized Users assets into the CMMS system at a price (by facility) to be negotiated with Authorized Users.
- 29.1.12** Each piece of equipment shall have a CMMS integrated identifier sticker with barcode, and identifier and barcode information shall be printed on each service ticket and work order.
- 29.1.13** The Supplier's staff should use latest technologies to utilize barcodes and/or radio frequency identification (RFID) in performing routes/rounds, observations, inspections, and repairs. Mobile devices should record work status, materials, time and attendance, failure codes, tools, and comments at a minimum, and have the capability to create new service tickets and work orders on demand, and capture signatures for completed tasks. Data created and captured in the mobile devices can be wirelessly transmitted to the CMMS or stored and forwarded via a docking cradle. The Supplier is responsible for all equipment and associated costs for mobile devices. The Supplier shall follow State Authorized User policy on mobile device usage.
- 29.1.14** The CMMS shall have the capability to trace duplicate work requests and work orders.
- 29.1.15** The CMMS shall have the capability to track and report repair time frames as required by paragraphs 24.1 and 25.6 of this Attachment.
- 29.1.16** The Supplier shall provide the Agencies with customized reports on request.
- 29.2** If in the future, the State as an enterprise implements a statewide CMMS system, the Supplier will provide resources to assist the migration of existing data to the new system, and will adopt the new system for the performance of this Contract. If this occurs, the Agencies and Supplier negotiate and add services to the Contract.
- 29.3** If a State Authorized User has an existing CMMS system, the Supplier has the option

of taking over this system and incorporating it into his operations. The integration and proper use of any components of this system will be the responsibility of the Supplier and the Supplier will be required to modify or upgrade this existing system to meet all CMMS requirements specified herein.

- 29.4** All data elements resident in the CMMS system associated with the performance of the contract is the property of the respective Authorized User(s).

30. Meetings and Reporting

- 30.1** The Supplier shall formally meet with Authorized User Contract Managers either separately or jointly, a minimum of one (1) time per month to discuss the previous months facility maintenance services. The Agencies will decide monthly if the formal meeting will be a separate or joint meeting.
- 30.2** At all formal meetings, the Supplier will provide the supported Agencies with written reports, charts, statistics, costs, workforce status and utilization, etc. detailing the previous month's maintenance activity.
- 30.3** The Supplier also agrees to provide the Authorized User with customized reports as requested by, and at the intervals requested, from the State/Authorized User.
- 30.4** A daily report in electronic and/or hard copy format must be provided to each Authorized User Contract Manager detailing status of work requests for all after-hours, emergency, life-safety, and other critical system items.

31. Authorized User Contract Monitors

- 31.1** The Agencies shall have the right and authority under the Contract to monitor the Supplier's performance hereunder. The Supplier shall have no control over the activities of the Authorized User Contract Monitors, supervisory or otherwise.
- 31.2** The Authorized User Contract Monitors shall have immediate, complete and unrestricted access to all documents and computer and electronic data in any way pertaining to the obligations of the Supplier under this Contract, unless restricted by Federal and/or State law, including but not limited to facility records, personnel files and financial records. Upon the request of the Agencies, the Supplier agrees to provide a copy of documents within seventy-two (72) hours of the request.
- 31.3** The Authorized User Contract Monitors shall have immediate and complete access to all meetings, staffing, and hearings that in any way pertain to the obligations of the Supplier under this Contract. The Authorized User Contract Monitors may not, however, have access to meetings with legal counsel retained by the Supplier unless permitted by the Supplier. Supplier shall provide reasonable notice to the Authorized User Contract Monitors in advance of such meetings, staffing, and hearings, including those with legal counsel.
- 31.4** The Supplier agrees to hold regularly scheduled meetings with the Authorized User Contract Monitors and with other staff of the Authorized Users as requested to report on the operations of the facilities and to respond to any questions raised by the Authorized Users. Supplier agrees that a representative of the Supplier having supervisory responsibility and authority to address the issues raised shall attend said meetings.

32. Invoicing

- 32.1** Supplier will invoice each Authorized User separately a minimum of one (1) time per month. The Supplier will invoice the Authorized User for preventive/scheduled maintenance and minimum resident staff line items for each facility based on the extended (annual) price in the cost proposal divided into twelve (12) equal monthly installments. The Supplier will invoice all other line items based on the unit price, unit of measure in the cost proposal multiplied by the actual quantity expended/incurred to perform the services during a given month. Supplier must provide all documents submitted for invoice in both electronic and hard copy format. Hard copies of documents must be submitted in duplicate.
- 32.2** An Excel spreadsheet or similar document summarizing all invoiced items must be included with invoice for each Authorized User. Summary must give all pertinent information for each contract line item being invoiced.
- 32.3** The Authorized User reserves the right to reject any line item invoiced that is not considered reimbursable, is not complete, lacks the proper paperwork, or for any other legitimate reason.
- 32.4** The Authorized User reserves the right to add to or modify the invoicing requirements as needs arise and conditions dictate.
- 32.5** The execution of this contract may require multiple Authorized User Contracts; therefore, the invoice remittance address will be included in each Authorized User Contract. Electronic invoicing is permissible based on the capability of the Authorized User to accept and process electronic invoices.

33. Poor Performance / Rework

The Authorized User may issue corrective action requests (CARs), to the Supplier for preventive/scheduled or corrective/unscheduled maintenance task/actions performed by the Supplier that are determined to be deficient in any manner. The Supplier must rectify the deficient performance within 5 business days or provide a corrective action plan that outlines procedures/timelines for accomplishing the corrective action/s. All costs (material and labor) associated with any rework/re-performance of preventive and/or correction maintenance tasks required because of poorly/deficiently performed preventive and/or corrective maintenance tasks shall be the sole responsibility of the Supplier. There will be quarterly performance of Supplier/subcontractor staff assigned to facilities by both Authorized User and Supplier. If poor performance is noted for a Supplier/subcontractor staff the Authorized User can make recommendations pertaining to that staff for further training up to termination specific to that staff working for the specific Authorized User.

34. Standards and Qualifications

The Supplier shall meet all licensing and certification requirements required by Federal, State, and Local regulating bodies.

35. Specialized Qualifications

- 35.1.** Due to the critical nature of the following systems, the Supplier is required to provide staff, either its own or subcontractor, who possess additional qualifications to those licenses and certifications specified in the above paragraph. These systems are:

35.1.1. Security and Alarm

35.1.2. Fire Alarm, Fire Sprinkler and Fire Suppression

35.2. The additional qualifications required of Supplier's or subcontractor's staff working on the above systems (38.1.1 and 38.1.2) are:

35.2.1. One staff member (who may be a contractor to the Supplier/Subcontractor) must possess at least a Bachelor of Science in Electrical Engineering with a minimum of 5 years' experience in design, installation, service and maintenance of these systems; and

35.2.2. Service/repair technicians must possess a minimum of 3 years' experience in the procurement, project management, installation, troubleshooting, repair (to board level), diagnostics, programming and debugging of these systems; and

35.2.3. Installation technician, if different than above service/repair technician, must possess a minimum of 2 years' experience in the installation, programming and troubleshooting of these systems.

35.2.4. The Supplier/Subcontractor and its service /repair technician must be manufacturer-certified in the system to be serviced.

Performance Evaluation Details

ID	E4
Project	Facility Maintenance
Project Number	SWC#99999-001-SPD0000154-0001 -
Supplier	CGL Companies
Supplier Project Contact	Jennifer Svoboda (preferred language: English)
Performance Program	Professional Services
Evaluation Period	01/01/2025 to 03/31/2025
Evaluation Type	Formal
Interview Date	05/23/2025
Expectations Meeting Date	Not Specified
Status	Draft
Evaluation Score	76

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

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

PROJECT MANAGEMENT

14/20

Rating

Satisfactory: Project Management. Acceptable understanding of project objectives, risks and Contract requirements with some direction required from the User Department.

Comments

During this review period CGL Controls, complied with the work plan. Service requests were handled without repeat failures. Their technicians are knowledgeable and professional, and their communication with key DREAM personnel has been consistent.

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

CGL has been reliable and ensures that communication is provided through the procedures on repairs. They have presented concerns on key systems and identified where repairs would avoid failures for corrective actions. Repairs were completed on time and on schedule.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

14/20

Rating

Satisfactory: Deliverables meet requirements and have an average number of issues on reports and deliverables.

Comments

CGL's responsiveness to inquiries has been prompt. Their service manager has been available for calls of service and have staff available to respond. Communications with end users of facility are seamless and transparent.

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

Excellent: Co-operative and timely response to the User Department concerns.

Comments

Staff provides on-site customer care visits. Field technicians display a high level of professionalism and are timely with monthly reports. Additionally, communication when resources are required are presented with recommended resolution steps.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

14/20

Rating

Satisfactory: Issues of compliance with Contract documents were resolved in a timely manner to the the User Department's satisfaction.

Comments

They independently manage staff with little to no supervision required by County staff and continue to make timely repairs of maintenance concerns.

GENERAL COMMENTS

Comments

Not Specified



COOPERATIVE PURCHASING JUSTIFICATION AND APPROVAL FORM

In accordance with Division 12 of the Fulton County Purchasing Code the Purchasing Agent may enter into an agreement with any public procurement unit for the cooperative use of supplies or services; and, may procure supplies, services or construction items through contracts established by the purchasing division of the state where such contract and contractors substantially meet the requirements of the Purchasing Code. Complete the form below to request the Department of Purchasing review the request to engage in cooperative purchasing.

Requesting Department/Agency Department Of Real Estate & Asset Management

Department/Agency Contact Information: Khandi Flowers

Cooperative Contract Number and Title: SWC#99999-001-SPD0000154-0001, Facility Maintenance Solution

Estimated Spending Request: \$226,331.16

Contract Source (Identify the source of the cooperative contract by checking the appropriate box):

<input type="checkbox"/> Public Cooperative Entity (EX: Omnia Partners, NASPO) List Cooperative Entity:	<input checked="" type="checkbox"/> State of Georgia Statewide Contracts (Department of Administrative Services)
<input type="checkbox"/> Federal Government (GSA Contract)	<input type="checkbox"/> Other Governmental Entity (Ex: City of Atlanta, Dekalb County) List Government Entity:

Verification Requirements

In order to utilize the cooperative purchasing, statewide or GSA contract, the User Department/Agency must provide justification for the use of the cooperative purchase and why the particular cooperative contract is most advantageous to the County as it relates to price and other factors.

1. Provide justification for the use of the cooperative purchase.
Utilizing this contract provides a single source for preventive/scheduled and corrective/unscheduled maintenance services for customers responsible for occupying/managing locations that consist with multiple facilities/buildings and is available for all locations throughout the state. The scope of services includes all the labor and material to perform on-site preventive maintenance services including work on building envelope and structure; site utilities and distribution systems; central utility plants; hot and chilled water systems; natural gas, LP distribution and combustion systems; plumbing, sewer and water control systems; electrical systems and lighting; heating ventilation and air conditioning (HVAC); uninterruptible power supply (UPS) systems; emergency generators; security and alarm systems; fire alarm, fire sprinkler, and fire suppression systems; water towers; kitchen and laundry equipment; pest control services; swimming pools; grounds/landscape and fume hoods.
2. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value and advantageous to the County. This may include but is limited to:

- a. Leveraging benefit of volume purchasing due to multiple County facilities utilizing this contract.
 - b. Saves approximately \$0.87/sq.ft. over historical/projected cost for current contract participants
The average price for Scheduled/Preventive Maintenance (including cost of materials) is only \$1.00/sq. ft.
 - c. Low markup on materials used for corrective maintenance repairs
 - d. Improved facility life and operational performance through a staff dedicated to meeting the preventive maintenance needs of all facility equipment; thereby reducing equipment failures and facility operational downtime.
 - e. Two (2) options exist for the performance of Unscheduled/Corrective Maintenance which can be used independently or mixed and matched for ultimate flexibility & efficiency
 - i. Fixed labor rates for skilled maintenance technicians (non-resident, all trades) available for unscheduled maintenance (normal duty hours, after hours and emergency) at rates 11% (on avg.) below industry benchmarks (labor only, materials additional)
 - ii. Customize a permanent resident maintenance staff (skill types and quantities of maintenance personnel at your discretion) to perform unscheduled/corrective maintenance during normal operating hours for an average price 2¢/sq. ft./tech (labor only, materials additional)
 - f. Program includes Computer Maintenance Management System (CMMS) which provides the ability to predict, define, track and categorize maintenance cost for easier budget analysis and improved facility life cycle management
3. Provide documentation verifying that the cooperative, statewide or GSA contract is current and awarded through a competitive process.
 4. Provide a copy of the cost proposal/quote received.

TO BE COMPLETED BY THE DEPARTMENT OF PURCHASING REPRESENTATIVE:

DOES THE SOLICITATION MEET THE REQUIREMENTS	YES	NO
Reviewed the justification provided by the requesting department/agency and determined that the use of the cooperative purchase/statewide/GSA Contract is justified.	X	
Reviewed the cost analysis provided and determined that the use of the cooperative purchase/statewide/GSA Contract is best value and/or advantageous to the County:	X	
Reviewed the documentation provided and obtained a copy of the contract, solicitation documents, award letters, etc., to verify that the cooperative, statewide or GSA contract is current and was awarded through a competitive process.	X	
The use of the contract meets the needs of the requesting department/agency.	X	
The proposed contracting entity is authorized to conduct business in the State of Georgia.	X	



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0527

Meeting Date: 7/9/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC #99999-001-SPD0000154-0001, Facility Maintenance Solution in the amount not to exceed \$428,860.50 with CGL Facility Management, LLC (Atlanta, GA), to provide preventive and corrective maintenance services for the Fulton County South Annex Jail located at 6500 Watson Street, Union City, Georgia 30291. Effective July 15, 2025 through December 31, 2025.

Requirement for Board Action

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

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

- | | |
|---------------|-------------------------------------|
| All Districts | <input checked="" type="checkbox"/> |
| District 1 | <input type="checkbox"/> |
| District 2 | <input type="checkbox"/> |
| District 3 | <input type="checkbox"/> |
| District 4 | <input type="checkbox"/> |
| District 5 | <input type="checkbox"/> |
| District 6 | <input type="checkbox"/> |

Is this a purchasing item?

Yes

Summary & Background: This service was previously provided June 30, 2025 under the BOC approved DREAM contract 21RFP127274K-BKJ, Comprehensive Operation and Preventive and Predictive Maintenance Services with Johnson Controls, Inc., which provided continued comprehensive operation, preventive and corrective maintenance services for the Fulton County Jail, Jail South Annex in Union City, and the Fulton County North Annex Jail in Alpharetta.

DREAM is now requesting approval to utilize the Statewide Contract #99999-001-SPD0000154-0001, Facility Maintenance Solution to provide continued comprehensive operation, preventive and

corrective maintenance services specifically at the South Annex Jail. Funding for this request has been identified in DREAM's current operating budget and does not require the additional allocation of funding.

Scope of Work: This contract will provide preventive/scheduled and corrective/ unscheduled maintenance services for the Fulton County South Annex Jail.

Specific maintenance services include, but not limited to:

Facility management; building envelope and structure; site utilities and distribution systems; central utility plant; hot and chilled water systems; natural and LP gas distribution and combustion systems; plumbing, sewer and water control systems; electrical systems and lighting; low voltage systems; heating ventilation and air conditioning (HVAC); uninterruptible power supply (UPS); emergency generator; security and alarm systems; fire alarm, fire sprinkler, and fire suppression; water towers; kitchen and laundry equipment; pest control; swimming pool; Fume Hoods and grounds/landscape.

Community Impact: This effort is necessary to prevent the County from lacking continuous preventive/corrective maintenance services.

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

Project Implications: The intent of this contract is to ensure the safety and security of County staff, visitors, and inmates through a well-designed and organized comprehensive maintenance program. The County requires the efficient operation of the South Annex Jail to preserve building assets in such a manner as to extend their useful life expectancy.

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

Department Issues/Concerns: If this request is not approved, the County does not have the internal resources to provide comprehensive and timely maintenance services to the South Annex Jail.

Contract Modification

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

Contract Value:	\$428,860.50
Prime Vendor:	CGL Facility Management, LLC
Prime Status:	Non-Minority
Location:	Atlanta, GA
County:	Fulton County
Prime Value:	\$428,860.50 or 100.00%
Total Contract Value:	\$428,860.50 or 100.00%
Total Certified Value:	\$-0-

Exhibits Attached

Exhibit 1: SWC#99999-001-SPD0000154-0001
Exhibit 2: Statewide Contract Extension
Exhibit 3: CGL Price Adjustment
Exhibit 4: Cooperative Purchasing Justification and Approval Form
Exhibit 5: Contractor's Performance Report

Contact Information

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

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$428,860.50
TOTAL: \$428,860.50

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

100-520-5224-1160: General, DREAM, Jail Maintenance - \$428,860.50

Key Contract Terms	
Start Date: 7/15/2025	End Date: 12/31/2025
Cost Adjustment: N/A	Renewal/Extension Terms: N

Overall Contractor Performance Rating: 76

Would you select/recommend this vendor again?

Agenda Item No.: 25-0527

Meeting Date: 7/9/2025

Yes

Report Period Start:
1/1/2025

Report Period End:
1/31/2025



CONTRACT AMENDMENT

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

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Fulton County
Contractor's Full Legal Name:	CGL Facility Management, LLC
Contract No.:	99999-SPD0000154-0001
Solicitation No./Event ID:	99999-SPD0000154
Solicitation Title/Event Name:	Facility Maintenance Solution for Fulton County South Annex Jail
Contract Award Date:	August 15, 2018
Current Contract Term:	July 15, 2025 to July 14, 2026

WHERE AS, the Contract is in effect through the Current Contract Term as defined above; and

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

1. The following proposal to provide Facility Maintenance Services and associated prices is submitted for inclusion in the 99999-SPD0000154-0001 State-Wide Contract.
2. Per SWC 99999-SPD0000154-0001, the attached pricing is submitted for inclusion in the contract for Facility Maintenance Services. The following documents are included:
 - Attachment 1 – Base Contract Price & Summary
 - Attachment 2 – Scope of Work Modification
 - Attachment 3 – Staffing
 - Attachment 4 – DOAS Approved Labor Rates as of July 2025
3. Effective Date: July 15, 2025

Attachment 1 – Base Contract Pricing & Summary

99999-SPD0000154-0001- FACILITY MAINTENANCE SOLUTIONS						
SCHEDULED FACILITY MAINTENANCE SERVICES						
Line Item	Description of Supply/Service	Resident Staff	Quantity	Unit of Measure	Unit Price	Extended
	Facility Management and Preventative /Scheduled Maintenance					
1	South Annex Jail	4	12	Month	55,772.10	\$669,265.18

1004 Percent Markup on Materials & Subcontractors Dollar 9.60%

Monthly Total

Yearly Total

Total Base Contract Price

\$55,772.10

\$669,265.18

Base Contract Price includes:

- 1) Maintenance staff for operations as designated in Attachment 3:
Monday through Friday, 7 a.m. to 7 p.m.
Saturday, 7 a.m. to 3:30 p.m.
- 2) (1) One Vehicle along with tools, computers & communication devices for staff
- 3) Regional & Executive support for operations and special projects

Base Contract Price excludes:

- 1) Corrective, Unscheduled, Emergency & After Hours repairs will be completed on an approval basis per the statewide contract
- 2) Kitchen Hood, Grease Trap and Metasys system (not in operation)
- 3) Cleaning, Grounds, Pest Control and other as noted in Attachment 2
- 4) Special projects approved by Fulton County with above markup

Attachment 2 – Scope of Work Modification

1. BACKGROUND

1.2 - Addition of Fulton County as a Support Agency

2. GENERAL REQUIREMENTS

No Change

3. FACILITY MANAGEMENT

No Change

4. FACILITY PROPERTY

4.1 – Contractor will perform Corrective/Unscheduled Maintenance and Basic Preventative/Scheduled Maintenance on the Facility Property as directed by the Contract Manager.

4.3 – Deleted.

5. SITE UTILITIES AND DISTRIBUTION SYSTEMS

Voice/Data and fiber optics are not in CGL scope

.

6. BUILDING ENVELOPE AND STRUCTURE

6.1 – No Change

6.2 – Deleted

7. CENTRAL UTILITY PLANT AND HOT AND CHILLED WATER SYSTEMS

Deleted

8. NATURAL GAS AND LP DISTRIBUTION AND COMBUSTION SYSTEMS

No Change

9. PLUMBING AND SEWER AND WATER CONTROL SYSTEMS

No Change

10. ELECTRICAL SYSTEMS & LIGHTING

10.1 – Contractor shall maintain exterior lighting attached to facility. Pole mounted or other exterior lighting is to be maintained by County Maintenance.

11. HEATING VENTILATION AND AIR CONDITIONING (HVAC)

No Change

12. UNINTERRUPTIBLE POWER SUPPLY (UPS) SYSTEMS AND EMERGENCY GENERATOR

No Change

13. SECURITY AND ALARM SYSTEMS

No Change

14. FIRE ALARM, FIRE SPRINKLER, AND FIRE SUPPRESSION

No Change

15. WATER TOWERS

Deleted

16. KITCHEN EQUIPMENT

Deleted (Not in operation)

17. LAUNDRY EQUIPMENT

No Change

18. GROUNDS/LANDSCAPE

Deleted

19. PEST CONTROL

Deleted

20. SWIMMING POOLS

Deleted

21. ADDITIONAL CONTRACTOR REQUIREMENTS

No Change

22. MATERIALS, SPARE PARTS, CONSUMABLES

No Change

23. HAZARDOUS MATERIALS

No Change

24. STANDARD REPAIR SERVICE RESPONSE TIMES

<i>TYPE OF EMERGENCY SERVICE</i>	<i>FREQUENCY</i>	<i>RESPONSE TIME</i>	
		<i>NORM BUS HRS</i>	<i>AFTER-HOURS</i>
Kitchen Equipment	As Occurs	2 hours	4 hours
Grounds/Landscape	As Occurs	2 hours	4 hours
Emergency Generator	As Occurs	2 hours	4 hours
HVAC	As Occurs	2 hours	4 hours
Fire Alarm	As Occurs	2 hours	4 hours
Fire Sprinkler	As Occurs	2 hours	4 hours
Electrical Systems	As Occurs	2 hours	4 hours
Central Utility Plant Systems	As Occurs	2 hours	4 hours
Security Systems	As Occurs	2 hours	4 hours
Lighting	As Occurs	2 hours	4 hours
Plumbing and Sewer	As Occurs	2 hours	4 hours
Laundry Equipment	As Occurs	2 hours	4 hours
Natural Gas & LP Gas Dist. and Combustion Systems	As Occurs	2 hours	4 hours
Building Envelope and Structure	As Occurs	2 hours	4 hours
Water Tower	As Occurs	2 hours	4 hours
Swimming Pool	As Occurs	2 hours	4 hours
Hazardous Material	As Occurs	as required by regulatory authority	as required by regulatory authority

25. AFTER-HOURS AND EMERGENCY REQUESTS AND REPAIRS

No Change

26. WORKFORCE

No Change

27. OFFICE AND STORAGE SPACE

No Change

28. TOOL AND KEY CONTROL

28.5 – Deleted.

29. COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM 29.1.5

Shall read " The application shall operate on Microsoft Internet Explorer."

29.1.11 Deleted

29.3 Deleted

30. MEETINGS AND REPORTING

No Change

31. AGENCY CONTRACT MONITORS

No Change

32. INVOICING

No Change

33. POOR PERFORMANCE / REWORK

No Change

34. LIMITATION OF LIABILITY

No Change

35. FORCE MAJEURE

No Change

36. WARRANTY

No Change

37. STANDARDS AND QUALIFICATIONS

No Change

38. SPECIALIZED QUALIFICATIONS

No Change

Attachment 3 - Staffing

Provide four (4) assigned staff to perform work as defined in Appendix A – Scope of Work and modified per Attachment 2 for Fulton County South Annex Jail.

Labor mix is provided as follows:

1) One (1) Chief Maintenance Engineer(CME)/HVAC Technician

2) One (1) Plumber

4) Two (2) General Trades Technicians

Line Item	Facility /Location	Resident Staff	Maintenance Specialty
1	Fulton County South Annex Jail	4	CME/HVAC Tech, Plumber & Two (2) General Trades Technicians

Attachment 4 – DOAS Approved Labor Rates July 2025

Unscheduled Facility Maintenance Services				
Corrective/Unscheduled Maintenance- Normal Duty Hours				
Line Item	Corrective/Unscheduled Maintenance- Normal Duty Hours	Qty	Unit of Measure	Unit Price
1	Chief Engineer	1	Hour	\$87.24
2	HVAC Technician	1	Hour	\$113.29
3	Electrical Technician	1	Hour	\$73.70
4	Electronics Technician	1	Hour	\$109.79
5	Fire Alarm Technician	1	Hour	\$109.79
6	Plumbing Technician	1	Hour	\$108.44
7	General Maintenance Tradesman	1	Hour	\$48.41
8	Generator Technician	1	Hour	\$115.10
9	Locksmith - Electronic	1	Hour	\$109.79
10	Locksmith - Mechanical	1	Hour	\$72.70
11	Welder	1	Hour	\$75.12
12	Fencing Technician	1	Hour	\$78.75
13	Specialty Kitchen Technician	1	Hour	\$115.10
14	Groundskeeper/Landscaper	1	Hour	\$38.78
Corrective/Unscheduled Maintenance- After Hours/Emergency				
15	Chief Engineer	1	Hour	\$130.86
16	HVAC Technician	1	Hour	\$169.94
17	Electrical Technician	1	Hour	\$109.05
18	Electronics Technician	1	Hour	\$164.68
19	Fire Alarm Technician	1	Hour	\$164.68
20	Plumbing Technician	1	Hour	\$162.66
21	General Maintenance Tradesman	1	Hour	\$72.61
22	Generator Technician	1	Hour	\$172.67
23	Locksmith - Electronic	1	Hour	\$164.68
24	Locksmith - Mechanical	1	Hour	\$109.05
25	Welder	1	Hour	\$112.69
26	Fencing Technician	1	Hour	\$118.15
27	Specialty Kitchen Technician	1	Hour	\$172.67
28	Groundskeeper/Landscaper	1	Hour	\$58.16

1. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
2. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	CGL Facility Management, LLC
Authorized Signature:	
Printed Name and Title of Person Signing:	Ellis Kirby/Vice President
Date:	
Company Address:	1903 Phoenix Bld Suite 250 Atlanta Ga, 30349

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	
Address:	



**CONTRACT AMENDMENT # 5
EXTENSION # 1**

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

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	CGL FACILITY MANAGEMENT LLC
Contract No.:	99999-001-SPD0000154-0001
Solicitation Title/Event Name:	Facility Maintenance Solution
Contract Award Date:	8/15/2018
Current Contract Term:	7/15/2024 – 7/14/2025

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to extend for an additional term of twelve months.

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

- 1. CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional twelve months as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	7/15/2025
End Date of New Contract Term:	7/14/2026

CONTRACT NUMBER: 99999-001-SPD0000154-0001

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

2. **PRICING.** This amendment includes a price increase of 3.8% price increase per the ECI adjustment. (See Exhibit A for Pricing)
3. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
4. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services, during the term of this Extension, the new contract shall supersede this Extension.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	CGL Facility Management LLC
Authorized Signature:	<i>Ted Perry</i>
Printed Name and Title of Person Signing:	Ted Perry President CGL FM
Date:	4/09/2025
Company Address:	1903 Phoenix Boulevard Suite 250 Atlanta Ga. 30349

STATE ENTITY

Authorized Signature:	<i>Jim Barnaby</i>
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commissioner State Purchasing Division
Date:	4/28/2025
Company Address:	200 Piedmont Avenue, S.E., Suite 1302, West Tower Atlanta, Georgia 30334-9010

Revised 7/1/15

SPD-CP010

Facility Maintenance Services				Exhibit A (Pricing)
Category: Corrective/Unscheduled Maintenance				3.8%
SubCategory: Corrective/Unscheduled Maintenance - Normal Duty Hours				
Line Item	Maintenance Labor Category	Unit of Measure	Previous Unit Price	
1	Chief Engineer	Hour	\$84.05	
2	HVAC Technician	Hour	\$109.14	
3	Electrical Technician	Hour	\$70.04	
4	Electronics Technician	Hour	\$105.77	
5	Fire Alarm Technician	Hour	\$105.77	
6	Plumbing Technician	Hour	\$104.47	
7	General Maintenance Tradesman	Hour	\$46.64	
8	Generator Technician	Hour	\$110.89	
9	Locksmith - Electronic	Hour	\$105.77	
10	Locksmith - Mechanical	Hour	\$70.04	
11	Welder	Hour	\$72.37	
12	Fencing Technician	Hour	\$75.87	
13	Specialty Kitchen Equipment	Hour	\$110.89	
14	Groundskeeper/Landscaper	Hour	\$37.36	
SubCategory: Corrective/Unscheduled Maintenance - After Hours and Emergency				
Line Item	Maintenance Labor Category	Unit of Measure	Unit Price	
15	Chief Engineer	Hour	\$126.70	
16	HVAC Technician	Hour	\$163.72	
17	Electrical Technician	Hour	\$105.06	
18	Electronics Technician	Hour	\$158.65	
19	Fire Alarm Technician	Hour	\$158.65	
20	Plumbing Technician	Hour	\$156.71	
21	General Maintenance Tradesman	Hour	\$69.95	
22	Generator Technician	Hour	\$166.35	
23	Locksmith - Electronic	Hour	\$158.65	
24	Locksmith - Mechanical	Hour	\$105.06	

25	Welder	Hour	\$108.56	\$112.69
26	Fencing Technician	Hour	\$113.82	\$118.14
27	Specialty Kitchen Equipment	Hour	\$166.35	\$172.67
28	Groundskeeper/Landscaper	Hour	\$56.03	\$58.16



COOPERATIVE PURCHASING JUSTIFICATION AND APPROVAL FORM

In accordance with Division 12 of the Fulton County Purchasing Code the Purchasing Agent may enter into an agreement with any public procurement unit for the cooperative use of supplies or services; and, may procure supplies, services or construction items through contracts established by the purchasing division of the state where such contract and contractors substantially meet the requirements of the Purchasing Code. Complete the form below to request the Department of Purchasing review the request to engage in cooperative purchasing.

Requesting Department/Agency Department Of Real Estate & Asset Management

Department/Agency Contact Information: Joseph N. Davis, Director, (404) 612-3772 Khandi Flowers

Cooperative Contract Number and Title: SWC#99999-001-SPD0000154-0001, Facility Maintenance Solution

Estimated Spending Request: \$428,860.50

Contract Source (Identify the source of the cooperative contract by checking the appropriate box):

<input type="checkbox"/> Public Cooperative Entity (EX: Omnia Partners, NASPO) List Cooperative Entity:	<input checked="" type="checkbox"/> State of Georgia Statewide Contracts (Department of Administrative Services)
<input type="checkbox"/> Federal Government (GSA Contract)	<input type="checkbox"/> Other Governmental Entity (Ex: City of Atlanta, Dekalb County) List Government Entity:

Verification Requirements

In order to utilize the cooperative purchasing, statewide or GSA contract, the User Department/Agency must provide justification for the use of the cooperative purchase and why the particular cooperative contract is most advantageous to the County as it relates to price and other factors.

1. Provide justification for the use of the cooperative purchase.
Utilizing this contract provides a single source for preventive/scheduled and corrective/unscheduled maintenance services for customers responsible for occupying/managing locations that consist with multiple facilities/buildings and is available for all locations throughout the state. The scope of services includes all the labor and material to perform on-site preventive maintenance services including work on building envelope and structure; site utilities and distribution systems; central utility plants; hot and chilled water systems; natural gas, LP distribution and combustion systems; plumbing, sewer and water control systems; electrical systems and lighting; heating ventilation and air conditioning (HVAC); uninterruptible power supply (UPS) systems; emergency generators; security and alarm systems; fire alarm, fire sprinkler, and fire suppression systems; water towers; kitchen and laundry equipment; pest control services; swimming pools; grounds/landscape and fume hoods.
2. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value and advantageous to the County. This may include but is limited to:

- a. Leveraging benefit of volume purchasing due to multiple County facilities utilizing this contract.
 - b. Saves approximately \$0.87/sq.ft. over historical/projected cost for current contract participants
The average price for Scheduled/Preventive Maintenance (including cost of materials) is only \$1.00/sq. ft.
 - c. Low markup on materials used for corrective maintenance repairs
 - d. Improved facility life and operational performance through a staff dedicated to meeting the preventive maintenance needs of all facility equipment; thereby reducing equipment failures and facility operational downtime.
 - e. Two (2) options exist for the performance of Unscheduled/Corrective Maintenance which can be used independently or mixed and matched for ultimate flexibility & efficiency
 - i. Fixed labor rates for skilled maintenance technicians (non-resident, all trades) available for unscheduled maintenance (normal duty hours, after hours and emergency) at rates 11% (on avg.) below industry benchmarks (labor only, materials additional)
 - ii. Customize a permanent resident maintenance staff (skill types and quantities of maintenance personnel at your discretion) to perform unscheduled/corrective maintenance during normal operating hours for an average price 2¢/sq. ft./tech (labor only, materials additional)
 - f. Program includes Computer Maintenance Management System (CMMS) which provides the ability to predict, define, track and categorize maintenance cost for easier budget analysis and improved facility life cycle management
3. Provide documentation verifying that the cooperative, statewide or GSA contract is current and awarded through a competitive process.
 4. Provide a copy of the cost proposal/quote received.

TO BE COMPLETED BY THE DEPARTMENT OF PURCHASING REPRESENTATIVE:

DOES THE SOLICITATION MEET THE REQUIREMENTS	YES	NO
Reviewed the justification provided by the requesting department/agency and determined that the use of the cooperative purchase/statewide/GSA Contract is justified.	X	
Reviewed the cost analysis provided and determined that the use of the cooperative purchase/statewide/GSA Contract is best value and/or advantageous to the County:	X	
Reviewed the documentation provided and obtained a copy of the contract, solicitation documents, award letters, etc., to verify that the cooperative, statewide or GSA contract is current and was awarded through a competitive process.	X	
The use of the contract meets the needs of the requesting department/agency.	X	
The proposed contracting entity is authorized to conduct business in the State of Georgia.	X	

Performance Evaluation Details

ID	E4
Project	Facility Maintenance
Project Number	SWC#99999-001-SPD0000154-0001 -
Supplier	CGL Companies
Supplier Project Contact	Jennifer Svoboda (preferred language: English)
Performance Program	Professional Services
Evaluation Period	01/01/2025 to 03/31/2025
Evaluation Type	Formal
Interview Date	05/23/2025
Expectations Meeting Date	Not Specified
Status	Draft
Evaluation Score	76

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

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

PROJECT MANAGEMENT

14/20

Rating

Satisfactory: Project Management. Acceptable understanding of project objectives, risks and Contract requirements with some direction required from the User Department.

Comments

During this review period CGL Controls, complied with the work plan. Service requests were handled without repeat failures. Their technicians are knowledgeable and professional, and their communication with key DREAM personnel has been consistent.

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

CGL has been reliable and ensures that communication is provided through the procedures on repairs. They have presented concerns on key systems and identified where repairs would avoid failures for corrective actions. Repairs were completed on time and on schedule.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

14/20

Rating

Satisfactory: Deliverables meet requirements and have an average number of issues on reports and deliverables.

Comments

CGL's responsiveness to inquiries has been prompt. Their service manager has been available for calls of service and have staff available to respond. Communications with end users of facility are seamless and transparent.

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

Excellent: Co-operative and timely response to the User Department concerns.

Comments

Staff provides on-site customer care visits. Field technicians display a high level of professionalism and are timely with monthly reports. Additionally, communication when resources are required are presented with recommended resolution steps.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

14/20

Rating

Satisfactory: Issues of compliance with Contract documents were resolved in a timely manner to the the User Department's satisfaction.

Comments

They independently manage staff with little to no supervision required by County staff and continue to make timely repairs of maintenance concerns.

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0528

Meeting Date: 7/9/2025

Department

Information Technology

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

Request approval of a statewide contract - Fulton County Information Technology (FCIT), SWC98000 -GTA Direct -CONTRACT-4666-ATT, Telecommunication Services in the amount of \$3,000,000.00 with AT&T Corporation, (Atlanta, GA) to provide telecommunication services and products countywide. Effective upon BOC approval, through December 31, 2025.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background This contract will provide telecommunication services including local telephone, long distance, conferencing, internet circuits, telecom systems maintenance, and other telecommunications services to the County at the best possible prices. Utilization of the GTA state pricing schedule will provide the County with the best savings for essential telecommunication services and maintenance.

Scope of Work: The use of this contract will provide telecommunication services including local telephone, long distance, conferencing, internet circuits, telecom systems maintenance, and other telecommunications services to the County at the best possible prices. Utilization of the GTA state

pricing schedule will provide the County with the best savings for essential telecommunication services and maintenance.

Community Impact: : Approval of this award will allow Fulton County to receive telecommunication services, support, and equipment at the contract approved prices, providing savings to the County. Also, it will allow FCIT to continue to modernize the technologies in the outlying facilities so everyone in the County can use VoIP phones..

Department Recommendation: The Information Technology Department recommends approval to utilize the GTA Cooperative Agreement for AT&T.

Project Implications: Approval of this award saves dollars for the County, while providing telecom circuits, switches, and services that are needed by the County.

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

Department Issues/Concerns: There are no department concerns with this project.

Contract Modification: This is a new request.

Contract & Compliance Information

Exhibits Attached

Exhibit 1: Amendment 7 to 98000 GTADirect-CONTRACT-486-ATT_GTA

Exhibit 2: Performance Evaluation

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

Kevin Kerrigan, Chief Information Officer, Information Technology, 404-612-0057

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

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

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

100-999-S666-1493: General, Non-Agency, Network Telecom

Key Contract Terms	
Start Date: 7/1/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating: 72

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/1/2025

Report Period End:
3/312025

**AMENDMENT No. 07 TO
ENTERPRISE AGREEMENT FOR EQUIPMENT AND SERVICES
AGREEMENT**

CONTRACT NUMBER 98000-GTA Direct-CONTRACT-4666-ATT

This Amendment No. 07 (the "Amendment No. 07") is made this 23 day of April, 2025, by and between the **GEORGIA TECHNOLOGY AUTHORITY** ("GTA"), whose principal place of business is located at 47 Trinity Avenue, Atlanta, Georgia 30334, and **AT&T CORP.** ("Contractor"), whose principal place of business is located at One AT&T Way, Bedminster, New Jersey 07921 (each a "Party" and, collectively the "Parties").

WHEREAS, heretofore GTA entered into that certain Agreement for Services effective on October 26, 2020 (the "Agreement"), with respect to certain services to be provided to GTA by Contractor, as more particularly described therein, as amended by the following amendment collectively, the 98000-GTADirect Contract-4666-ATT and all the Amendments hereinafter referred to as the "Agreement":

Amendment No. 01, entered into on September 24, 2020;
Amendment No. 02, entered into on November 30, 2020;
Amendment No. 03, entered into on May 21, 2021;
Amendment No. 04, entered into on December 12, 2022;
Amendment No. 05, entered into on June 8, 2023; and
Amendment No. 06, entered into on April 26, 2024.

WHEREAS, the Parties wish to amend the Agreement to reflect certain changes.

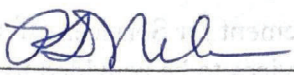
NOW, THEREFORE, in consideration of the promises, the terms and conditions stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

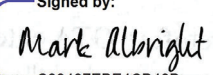
1. Term. The Agreement is hereby amended by extending the term from July 1, 2025 until June 30, 2026.
2. Definitions. All capitalized terms used herein and not expressly defined herein shall have the respective meanings given to such terms in the Agreement.
3. Successors and Assigns. This Amendment No. 07 shall be binding upon and inure to the benefit of successors and permitted assigns of the Parties hereto.
4. Entire Agreement. Except as expressly modified by this Amendment No. 07, the Agreement shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations of the Parties. This Amendment No. 07 and the Agreement, collectively, are the complete agreement of the Parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 07 to be duly executed by their authorized representatives as of the date set forth above.

**AT&T CORP.
AUTHORITY**

GEORGIA TECHNOLOGY

By: 

Signed by: 
C33497EBF4EB48B

Name: Phil Nelson

Name: Mark Albright

Title: Sales Manager

Title: Business Management Officer

Date: 4/23/2025

Date: 5/1/2025

Performance Evaluation Details

ID	E1
Project	Telecommunication Services
Project Number	SWC98000- MNS1-0000001102 GTA
Supplier	A.T. Equipment Sales Corporation
Supplier Project Contact	George Tischler (preferred language: English)
Performance Program	Professional Services
Evaluation Period	01/01/2025 to 04/15/2025
Effective Date	06/18/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	06/18/2025 01:33 PM EDT
Completion Date	06/18/2025 01:33 PM EDT
Evaluation Score	72

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

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

PROJECT MANAGEMENT

15/20

Rating

Satisfactory: Project Management. Acceptable understanding of project objectives, risks and Contract requirements with some direction required from the User Department.

Comments

Satisfactory.

SCHEDULE

15/20

Rating

Satisfactory: Delivered on schedule or on approved amended schedule. Monitoring and forecasting of schedule as per Contract requirements.

Comments

Satisfactory

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

14/20

Rating

Satisfactory: There have been challenges with deliverables; re- submission of reports and/or deliverables may have been necessary. We're working with AT&T to make improvements in this area.

Comments

Satisfactory

COMMUNICATIONS AND CO-OPERATION

14/20

Rating

Satisfactory: Satisfactory response to the User Department's requests and changes; Consultant involved in developing solutions and ensures prompt and appropriate action.

Comments

Satisfactory.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

14/20

Rating

Satisfactory: Minor issues with compliance took a extended periods of time to resolve and/or required multiple interventions to resolve the issue to user Department's satisfaction.

Comments

Satisfactory

GENERAL COMMENTS

Comments

Overall, AT&T can improve in areas of customer service and response times to address urgent matters. IT leadership has met with executive leadership within AT&T to raise concerns and improve in these areas.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0529

Meeting Date: 7/9/2025

Department

Information Technology

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

Request approval of a statewide contract - Fulton County Information Technology (FCIT), SWC98000 -GTA-4666-COM, Telecommunication Services in the amount of \$500,000.00 with Comcast Corp, (Atlanta, GA) to provide telecommunication services and products Countywide. Effective dates: July 1, 2025, though December 31, 2025.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: This contract will provide telecommunication services including local telephone, long distance, conferencing, internet circuits, telecom systems maintenance, and other telecommunications services to the County at the best possible prices. Utilization of the GTA state pricing schedule will provide the County with the best savings for essential telecommunication services and maintenance.

Scope of Work: The use of this contract will provide telecommunication services including local telephone, long distance, conferencing, internet circuits, telecom systems maintenance, and other telecommunications services to the County at the best possible prices. Utilization of the GTA state

pricing schedule will provide the County with the best savings for essential telecommunication services and maintenance.

Community Impact: There is no impact to the community.

Department Recommendation: The department recommends approval.

Project Implications: None

Community Issues/Concerns: None

Department Issues/Concerns: None

Contract Modification: This is a new request.

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

Click or tap here to enter text.

Exhibits Attached

Exhibit 1: Amendment No 5 to GTA Agreement

Exhibit 2: Performance Evaluation

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

Kevin Kerrigan, Chief Information Officer, Information Technology, 404-612-0057

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$500,000.00
TOTAL:	\$500,000.00

Fiscal Impact / Funding Source

Agenda Item No.: 25-0529

Meeting Date: 7/9/2025

Funding Line 1:

100-999-S666-1493: General, Non-Agency, Network Telecom

Key Contract Terms	
Start Date: 7/1/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating: 94

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/1/2025

Report Period End:
3/31/2025

**AMENDMENT No. 05 TO
MASTER SERVICES AGREEMENT FORGTA DIRECT SERVICES
98000-GTA Direct-CONTRACT-4666-COM**

This Amendment No. 05 (the “Amendment No. 05”) is made this 12th day of May, 2025, by and between the **GEORGIA TECHNOLOGY AUTHORITY** ("GTA") and **COMCAST BUSINESS COMMUNICATIONS, LLC** (“Contractor”), a Pennsylvania based limited liability corporation.

WHEREAS, heretofore GTA entered into that certain Agreement for Services effective on September 30, 2020 (the "Agreement"), with respect to certain services to be provided to GTA by Contractor, as more particularly described therein, as amended by the following amendment collectively, the 98000-GTA Direct-CONTRACT-4666-COM and all the Amendments hereinafter referred to as the “Agreement”:

Amendment No. 1, entered into on September 24, 2020;
Amendment No. 2, entered into on May 24, 2021;
Amendment No. 3, entered into on June 7, 2023; and
Amendment No. 4, entered into on April 29, 2024.

WHEREAS, the parties wish to amend the Agreement to reflect certain changes.

NOW, THEREFORE, in consideration of the promises, the terms and conditions stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Term. The Agreement is amended by extending the term from July 1, 2025 until June 30, 2026.
2. Definitions. All capitalized terms used herein and not expressly defined herein shall have the respective meanings given to such terms in the Agreement.
3. Successors and Assigns. This Amendment No. 05 shall be binding upon and inure to the benefit of successors and permitted assigns of the parties hereto.
4. Entire Agreement. Except as expressly modified by this Amendment No. 05, the Agreement shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations of the parties. This Amendment No. 05 and the Agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 05 to be duly executed by their authorized representatives as of the date set forth above.

COMCAST BUSINESS
COMMUNICATIONS, LLC

By:

Signed by:
Michael J Mazza
84065026CE1648A...

Name: Michael J. Mazza

Title: Vice President

Date: 5/13/2025

GEORGIA TECHNOLOGY AUTHORITY

By:

Signed by:
Mark Albright
C33497EBE4CB48B...

Name: Mark Albright

Title: Business Management Officer

Date: 5/20/2025

EXHIBIT A

Contractor Affirmations Scrutinized Companies – O.C.G.A. § 50-5-84

Any Supplier that currently and/or previously, within the last three years, has had business activities or other operations outside of the United States, must certify that it is not a “scrutinized company.”

A **scrutinized company** is a company conducting business operations in Sudan, that is involved in power production activities, mineral extraction activities, oil- related activities, or the production of military equipment, but excludes a company which can demonstrate any of the following exceptions noted in O.C.G.A. § 50-5-84. False certification hereunder may result in civil penalties, contract termination, ineligibility to bid on a state contract for three or more years, and/or any other available remedy.

Additionally, a **scrutinized company** is defined as any sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit owned or operated by the Government of China, Russia or Belarus.

If the Supplier is a scrutinized company, the Supplier shall not be eligible to bid on or submit a proposal for a contract with a State Entity unless the Department of Administrative Services (DOAS) makes a determination that it is in the best interest of the State to permit the scrutinized company to submit a bid or proposal. Any scrutinized company desiring DOAS to make such a determination should contact DOAS and GTA Procurement immediately.

Please initial below which statement applies to your company:

 X I certify that my company is **NOT** a “scrutinized company.”

 I certify that my company **IS** a “scrutinized company.”

 I certify that my company has requested and received written permission from DOAS to submit a response to an RFP/RFQC in accordance with O.C.G.A. § 50-5-84.

Vendor Name: Comcast Business Communications, LLC

Contract Number: 98000-GTA Direct-CONTRACT-4666-COM

Signed by:  Signed by: Michael J Mazza
84065026CE1648A...

Email: michael_mazza@cable.comcast.com

EXHIBIT B

Contractor Affirmations Boycott of Israel - O.C.G.A. § 50-5-85

Any Supplier that currently and/or previously, within the last three years, has had business activities or other operations outside of the United States, must certify that it has not nor will engage in a “Boycott of Israel.” The State of Georgia passed a law that requires our current and future supplier certify that they will not boycott Israel in accordance with O.C.G.A. § 50-5-85.

“Supplier certifies that the Supplier is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.”

False certification hereunder may result in civil penalties, contract termination, ineligibility to bid on a state contract for three or more years, and/or any other available remedy.

If the Supplier is engaged in or has previously participated in a boycott of Israel, the Supplier shall not be eligible to bid on or submit a proposal for a contract with a State Entity unless the Department of Administrative Services (DOAS) makes a determination that it is in the best interest of the State to permit that company to submit a bid or proposal. Any company that has engaged in a boycott of Israel desiring DOAS to make such a determination should contact DOAS and GTA Procurement immediately.

Please initial below which statement applies to your company:

X I certify that my company is **NOT** engaged in a boycott of Israel.

 I certify that my company **IS** engaged in a boycott of Israel.

 I certify that my company has requested and received written permission from DOAS to submit a response to an RFP/RFQC in accordance with O.C.G.A. § 50-5-85.

Vendor Name: Comcast Business Communications, LLC

Contract Number: 98000-GTA Direct-CONTRACT-4666-COM

Signed by: Signed by:
Michael J Mazza
84065026CE1648A...

Email: michael_mazza@cable.comcast.com

Comcast Voice and Data - Review

Evaluation Period*

02/01/2025 to 03/31/2025

Evaluation Type

Formal

Interview Date

CalendarX Mark

Expectations Meeting Date

CalendarX Mark

Buyer Representatives in Attendance

Supplier Representatives in Attendance

Evaluation Score **94**

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT WEIGHT: 0/20 = 20

Rating - Please select one *

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

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Satisfactory: Project Management. Acceptable understanding of project objectives, risks and Contract requirements with some direction required from the User Department.

Needs Improvement: Many issues with Project Management that negatively impacted scope, schedule, quality and/or budget; corrective action slow. Understanding of project objectives, risks and Contract requirements was lacking and required some intervention by the User Department. Risks/Issues were communicated late to the User Department.

Unsatisfactory: Project Management that negatively affected the overall Project with little to no action to correct or mitigate. Significant project objectives, risks and/or Contract

requirements were not managed or completed; multiple interventions required by the User Department to bring Consultant into compliance. Risks/Issues were not managed and/or communicated to the User Department.

Comments

SCHEDULEWEIGHT: 0/20 = 17

Rating - Please select one *

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

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.

Satisfactory: Delivered on schedule or on approved amended schedule. Monitoring and forecasting of schedule as per Contract requirements.

Needs Improvement: Schedule slippage but some effort made by Consultant to achieve timelines. Minor issues with monitoring and forecasting.

Unsatisfactory: Schedule slippage; little to no effort made by Consultant to achieve project timelines. Major issues with monitoring and forecasting and/or failure to update schedule and milestones.

Comments*

QUALITY OF DESIGN, REPORTS AND DELIVERABLESWEIGHT: 0/20 = 20

Rating - Please select one *

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

Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Satisfactory: Deliverables meet requirements and have an average number of issues on reports and deliverables.

Needs Improvement: Above average number of issues with deliverables; re-submission of reports and/or deliverables may have been necessary.

Unsatisfactory: Numerous issues and/or major errors. Multiple re-submissions of reports/deliverables was necessary.

Comments*

COMMUNICATIONS AND CO-OPERATIONWEIGHT: 0/20 = 20

Rating - Please select one *

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

Excellent: Co-operative and timely response to the User Department concerns.

Satisfactory: Satisfactory response to the User Department's requests and changes; Consultant involved in developing solutions and ensures prompt and appropriate action.

Needs Improvement: Communication and Co-operation needs improvement; slow response to the User Department's requests and changes.

Unsatisfactory: Communication to the User Department are slow, inconsistent, and uncooperative.

Comments*

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTSWEIGHT:
0/20 = 17

Rating - Please select one *

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

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.

Satisfactory: Issues of compliance with Contract documents were resolved in a timely manner to the User Department's satisfaction.

Needs Improvement: Minor issues with compliance took a long time to resolve and/or required multiple interventions to resolve the issue to the User Department's satisfaction.

Unsatisfactory: Oversight of Contractor was unsatisfactory to the point of impacting the overall project. Issues with compliance were not resolved to the User Department's satisfaction. It left the User Department's infrastructure at risk.

Comments*



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0530

Meeting Date: 7/9/2025

Department

Information Technology

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

Request approval to amend an existing contract - Department of Information Technology, Advantage Academy CGI 4X Cloud upgrade, in an amount not to exceed \$110,000.00 with CGI Technologies and Solutions Inc. (Fairfax, VA) to provide ongoing on-demand, self-paced training for the CGI 4X Cloud upgrade. Effective upon BOC approval until final acceptance or the final delivered product is fully implemented in the County's live production environment as determined by the CIO.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: This request is to amend the existing contract in order to purchase licenses to access Advantage Academy, an on-line training portal, to support the CGI 4X Cloud upgrade. Advantage Academy offers learning curriculum for Human Resources, Finance, Performance Budgeting, and Procurement processes included in the software modules for the CGI 4X Cloud upgrade.

On April 25, 2024, the Board of Commissioners approved entering a contract with CGI Technologies and Solutions Inc. (CGI) to design, configure, and implement the latest version (Advantage 4.0) of the County's Enterprise Resource Planning (ERP) software (agenda item #24-0126). The ERP solution is specifically designed for state and local governments and conforms to several US government financial standards i.e., GASB, GAAP, CAFR, CMIA and FASB. The ERP solution includes the following modules: Human Resources- Core Human Resources, Position Control & Performance Management; Financials-General Ledger, Accounts Payable, Treasury, Budget, Grants, Payroll, Benefits Administration; Procurement -Vendor Self Service, Contract Management, and Purchasing; Business Intelligence - Robust Reporting and Analytics.

The Advantage Academy portal provides the following benefits:

- On-demand, self-paced learning for employees
- Learning tracks for employees new to the software
- Continuous learning and refresher training for more experienced employees
- Supports the sustainability of the ERP solution
- Fulton County will have access to new courses as CGI expands the learning library

Scope of Work: The scope of the initiative is to provide on-demand training to support and sustain the County's Enterprise Resource Planning (ERP) software. The training portal is hosted on-line by the vendor.

Community Impact: Improved ease-of-use and productivity creates better service experience for employees, businesses, and other agencies conducting business with Fulton County.

Department Recommendation: Requesting approval to amend the contractual partnership with CGI Technologies and Solutions Inc. to include the Advantage Academy learning portal.

Project Implications: The project impacts human resources, finance, and purchasing business processes.

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

Department Issues/Concerns: There are no issues/concerns to report

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0126	4/25/2024	\$10,200,000.00
Amendment No. 1			\$110,000.00
Total Revised Amount			10,310,000.00

Contract & Compliance Information

Exhibits Attached

Exhibit 1: Amendment No. 1 form of Contract

Exhibit 2: Performance Evaluation**Contact Information** *(Type Name, Title, Agency and Phone)*

Kevin Kerrigan, Chief Information Officer, 404-612-0057

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$10,200,000.00
Previous Adjustments: \$0.00
This Request: \$110,000.00
TOTAL: \$10,310,000.00

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

500-220-2200-A027: Capital, Information Technology (Advantage Academy Licenses are included in the initial approved CGI 4X Cloud upgrade \$10.2M funds)

Funding Line 2:

500-220-2200-A104: Capital, Information Technology,

Key Contract Terms	
Start Date: Upon BOC Approval	End Date: Until Final acceptance by the County
Cost Adjustment: \$110,000.00	Renewal/Extension Terms:

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

Report Period Start:

Report Period End:

Agenda Item No.: 25-0530

Meeting Date: 7/9/2025

1/1/2025

3/1/2025

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **CGI Technologies and Solutions Inc.**

Contract No.

Address: **945 East Paces Ferry Rd NE, Suite 2600**

City, State **Atlanta, GA 30326**

E-mail: **jalonda.woodyard@cgi.com**

Contact: **JaLonda Woodyard
Business Contact**

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with **CGI Advantage** to provide/perform ERP Advantage 4.x on April 25, 2024, to design, configure, and implement the latest version (Advantage 4.0) of the County's Enterprise Resource Planning (ERP) software (agenda item #24-0126). The ERP solution is specifically designed for state and local governments and conforms to several US government financial standards i.e., GASB, GAAP, CAFR, CMIA and FASB.

WHEREAS, the ERP solution includes the following modules: Human Resources-Core Human Resources, Position Control & Performance Management; Financials-General Ledger, Accounts Payable, Treasury, Budget, Grants, Payroll, Benefits Administration; Procurement -Vendor Self Service, Contract Management, and Purchasing; Business Intelligence - Robust Reporting and Analytics.

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on **May 18, 2024 BOC Items #24-0126**.

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

This Amendment No. 1 to Form of Contract is effective as of the, between the County and CGI Technologies and Solutions, Inc., who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. SCOPE OF WORK TO BE PERFORMED:

The scope of the initiative is to provision on-demand training to support and sustain the County's Enterprise Resource Planning (ERP) software. The training portal is hosted on-line by the vendor. CGI Advantage Academy General Library – 390 licenses CGI Advantage Academy Technical Library – 390 licenses CGI Advantage Academy Financial Base & Associate Libraries – 250 licenses CGI Advantage Academy Human Resource Management Base & Associate Library – 120 licenses CGI Advantage Academy Performance Budgeting Base & Associate Library – 20 licenses

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for the services in an amount not to exceed \$110,000.00 (One Hundred Ten Thousand Dollars and No Cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF CONTRACT:**
Except as modified by this Amendment No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

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

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

**CGI TECHNOLOGIES & SOLUTIONS,
INC**

Robert L. Pitts, Chairman
Board of Commissioners

ATTEST:

ATTEST:

Tonya R. Grier
Interim Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Office of the County Attorney

APPROVED AS TO CONTENT:

Notary Public

County: _____

Ellis G. Kirby, LEED AP, CEM, CFP, CEFP,
Director, Department of Real Estate and
Asset Management

Commission Expires: _____

(Affix Notary Seal)

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

ID	E1
Project	Upgrade of the County's Enterprise Resource Planning (ERP) Platform
Project Number	Advantage Academy CGI 4X Cloud upgrade
Supplier	CGI Technologies and Solutions Inc.
Supplier Project Contact	Christy Miller (preferred language: English)
Performance Program	Professional Services
Evaluation Period	05/28/2025 to 06/17/2025
Effective Date	06/24/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	06/24/2025 01:17 PM EDT
Completion Date	06/24/2025 01:17 PM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

17/20

Rating

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments

Not Specified

SCHEDULE

17/20

Rating

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

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

Excellent: Co-operative and timely response to the User Department concerns.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

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

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0531

Meeting Date: 7/9/2025

Department

Public Works

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

Request approval of a Resolution to approve a five percent (5%) water and sewer volumetric rate increase for each of the next two (2) years; to make the necessary increases to the water and sewer fee schedules; to approve modifications to the water connection fees for North Fulton; to provide for an effective date; and for other purposes. If approved by the BOC, the increases in the water and sewer rates, fees and charges will be effective January 1, 2026 and January 1, 2027.

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

Pursuant to the Supplementary Powers provision of the Article 9, Section 2, ¶ III of the Constitution of the State of Georgia, Fulton County is delegated the authority to provide sewer and water services. The County's authority to "prescribe, revise, and collect rates, fees, tolls, or charges for the services" is set out in O.C.G.A. § 36-82-62.

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background On September 7, 2022, the Board of Commissioners approved a five percent (5%) increase in the water and sewer rates for FY2023, FY2024 and FY2025 (Agenda Item No. 22-0643). The Department undertook a new rate study to better understand the financial implications associated with funding the current Capital Improvement Program based on the recommended projects contained within the North Fulton Water Masterplan and South Fulton Capacity Study. These studies identified future needs in both the North Fulton water distribution system and the County's sanitary sewer systems in South Fulton.

Scope of Work: In 2024, the Fulton County Public Works Department partnered with a consultant to assess both current and future financial needs, guided by projects identified in the Capital Improvement Program and the Water Master Plan. In collaboration with the Finance Department, the Public Works team developed a comprehensive roadmap to fund critical infrastructure projects required to support continued growth and maintain expected service levels throughout the portions of the County serviced by those systems.

This roadmap was developed in alignment with departmental requirements and operational constraints. As part of this effort, the consultant was tasked with building a robust financial model that incorporated key considerations such as historical data analysis, debt ratio and financing requirements, operational forecasting, and anticipated capital needs. Notable among these needs is the expansion of the Camp Creek Water Reclamation Facility (WRF), which will need to be upgraded from 24 MGD to 40 MGD in the near future based on current flow trends.

The financial model created by the consultant also accounted for current rate structures, operational levels, and the broader financial demands of the ongoing Capital Improvement Program, including the water distribution projects identified in the 2024 Water Masterplan. As a result, the Public Works Department recommends the adoption of the proposed Resolution to authorize two additional (5%) increases to water and sewer rates, with proposed fee adjustments with the first taking effect on January 1, 2026 and the second taking effect on January 1, 2027. The Public Works Department will review current infrastructure needs and review the rate structure before reporting back to the Board of Commissioners about the need for future increases.

Community Impact: The proposed changes to the rate structure would increase rates and strategically position the Department to fund near term capital improvement projects.

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

Project Implications: The recommendation to raise the volumetric rate is required give the Public Works Department the ability to complete projects identified in the current CIP list and those identified in the Water Masterplan.

Community Issues/Concerns: No issues/concerns have been noted by the Public Works Department.

Department Issues/Concerns: The Public Works Department in cooperation with the Finance Department believe the recommendation of a rate increase are consistent with the needs identified within the Water Masterplan and the current CIP.

Fiscal Impact / Funding Source

Funding Line 1:

n/a

Water and Sewer Rate Study

Project Findings



Prepared for:



June 19, 2025

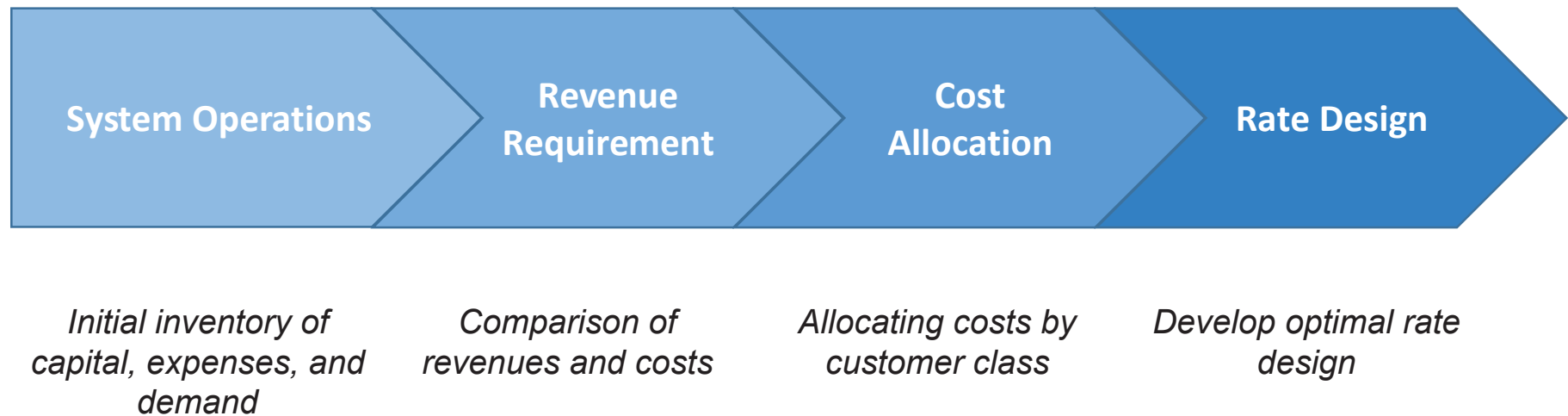
The rate study conducted by Fulton County Public Works is crucial for ensuring that the water and sewer utility can adequately cover its operating costs like maintenance, capital improvements, and debt service

- The rate study also enables balancing affordability for residents and encouraging water conservation
- It provides a financial plan for future revenue generation, allowing for proactive adjustments to rate structures rather than reactive increases that can shock consumers

Key Factors for Consideration

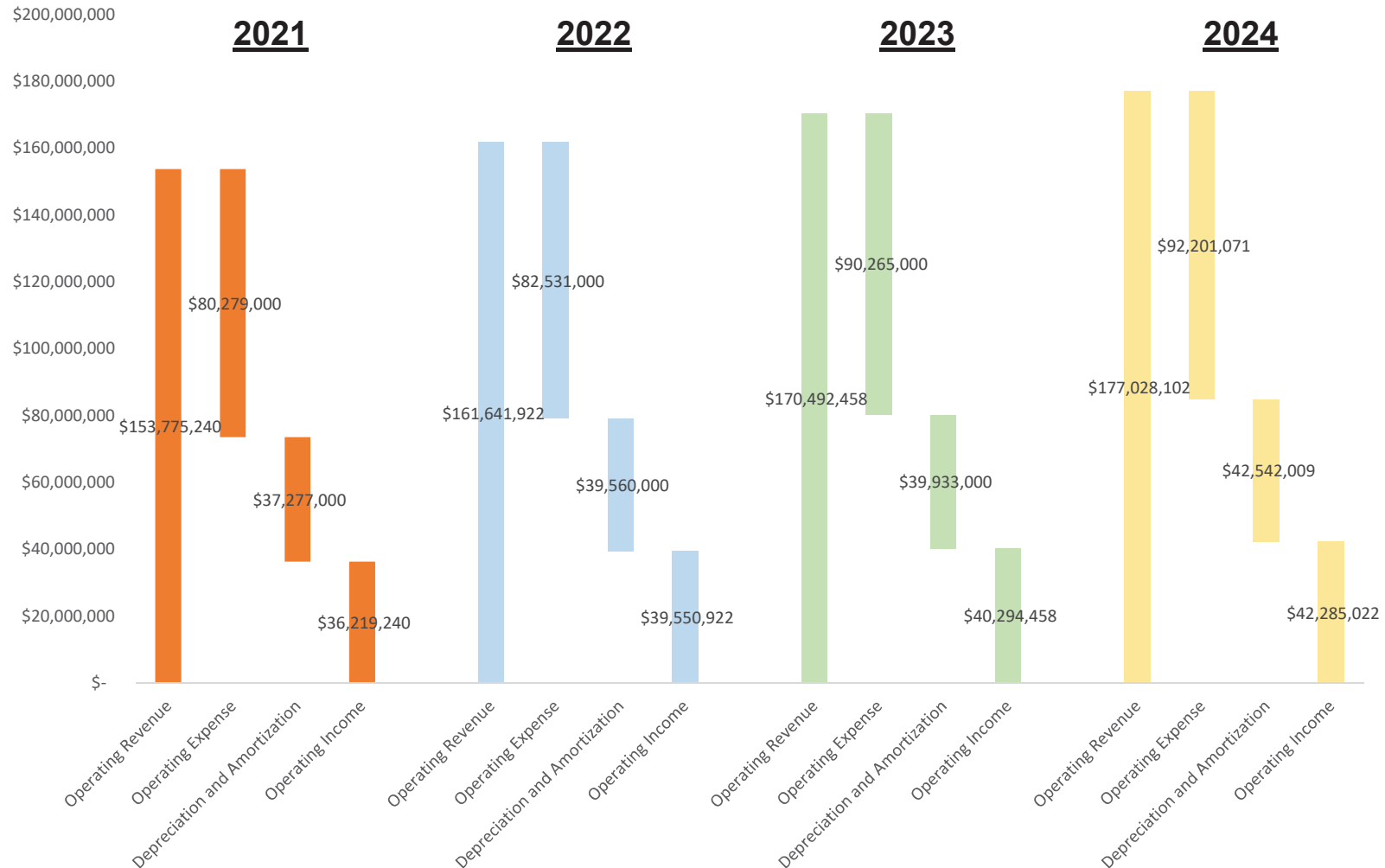
- **Ensuring Adequate Revenue** – A study analyzes current and projected expenses to determine if existing water rates are sufficient to cover costs
- **Affordability** – Water rate studies aim to balance the need for revenue with the ability of residents to pay, ensuring rates are not excessively high
- **Water Conservation** – Rate structures can be designed to incentivize water conservation, such as tiered rates that increase with higher usage
- **Equitable Revenue Recovery** – A study helps distribute the costs of water service fairly among different customer classes
- **Planning for the Future** – By projecting future expenses and needs, a rate study provides a roadmap for capital improvements and long-term financial sustainability
- **Transparency and Public Communication** – Rate studies can be used to communicate with customers about the reasons for rate adjustments and the plans for improving the water system
- **Supporting Major Projects** – Studies can demonstrate the need for funding to participate in large-scale water projects
- **Addressing Inflation and Rising Costs** – Rate studies help utilities account for inflation and rising operational costs, ensuring they have enough revenue to maintain the system
- **Avoiding Financial Deficits** – A study can help identify potential deficits and recommend necessary rate adjustments to prevent financial strain on the water utility

Fulton County Public Works has undertaken a rigorous analysis to ensure that it meets its financial obligations, ensures levels of service, customers are charged at fair and equitable rates, and stakeholder interests are in full alignment

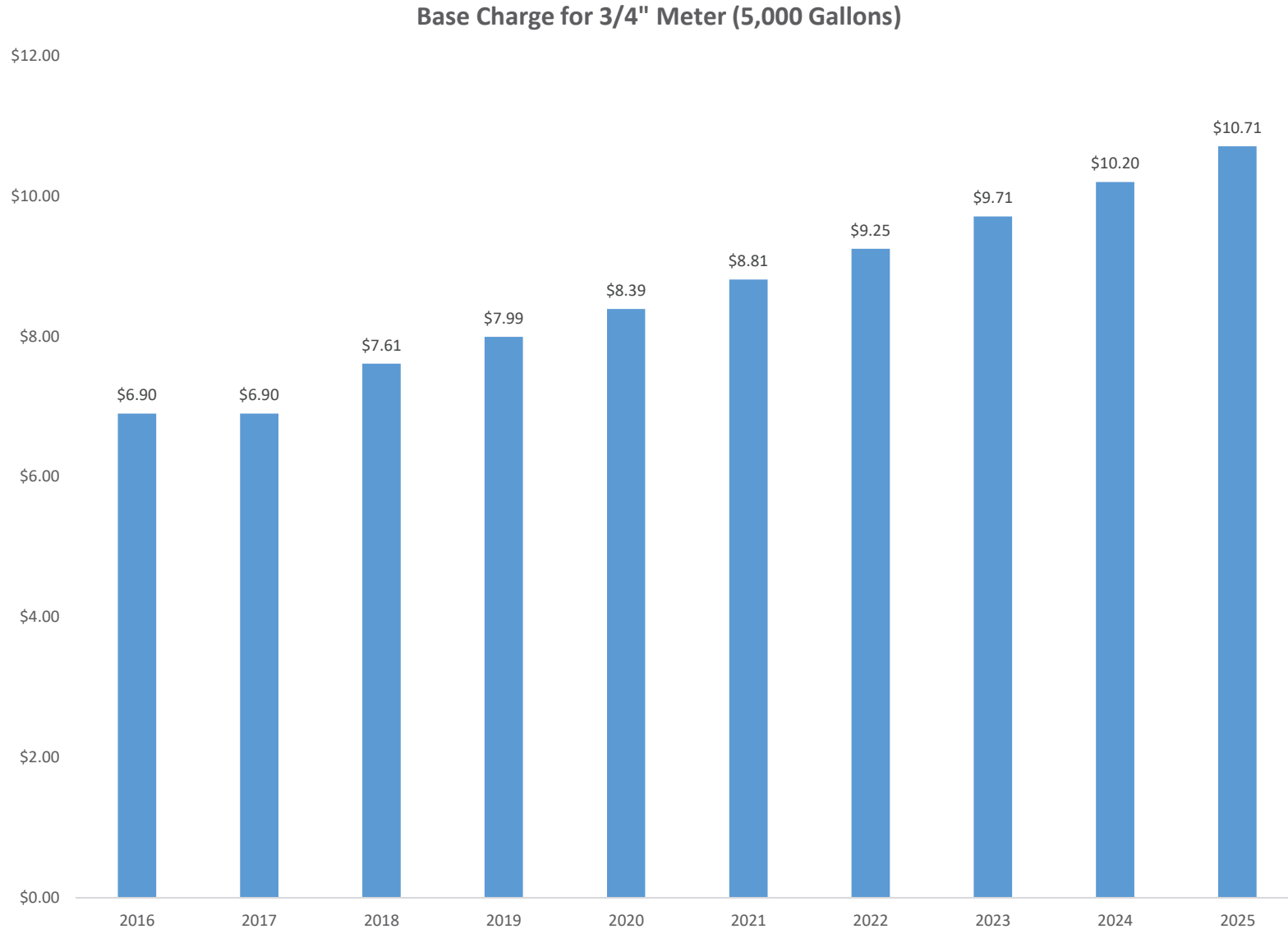


The Fulton County Water and Sewer system has seen steady increases in its operating revenue, expenses, depreciation expense, and operating income

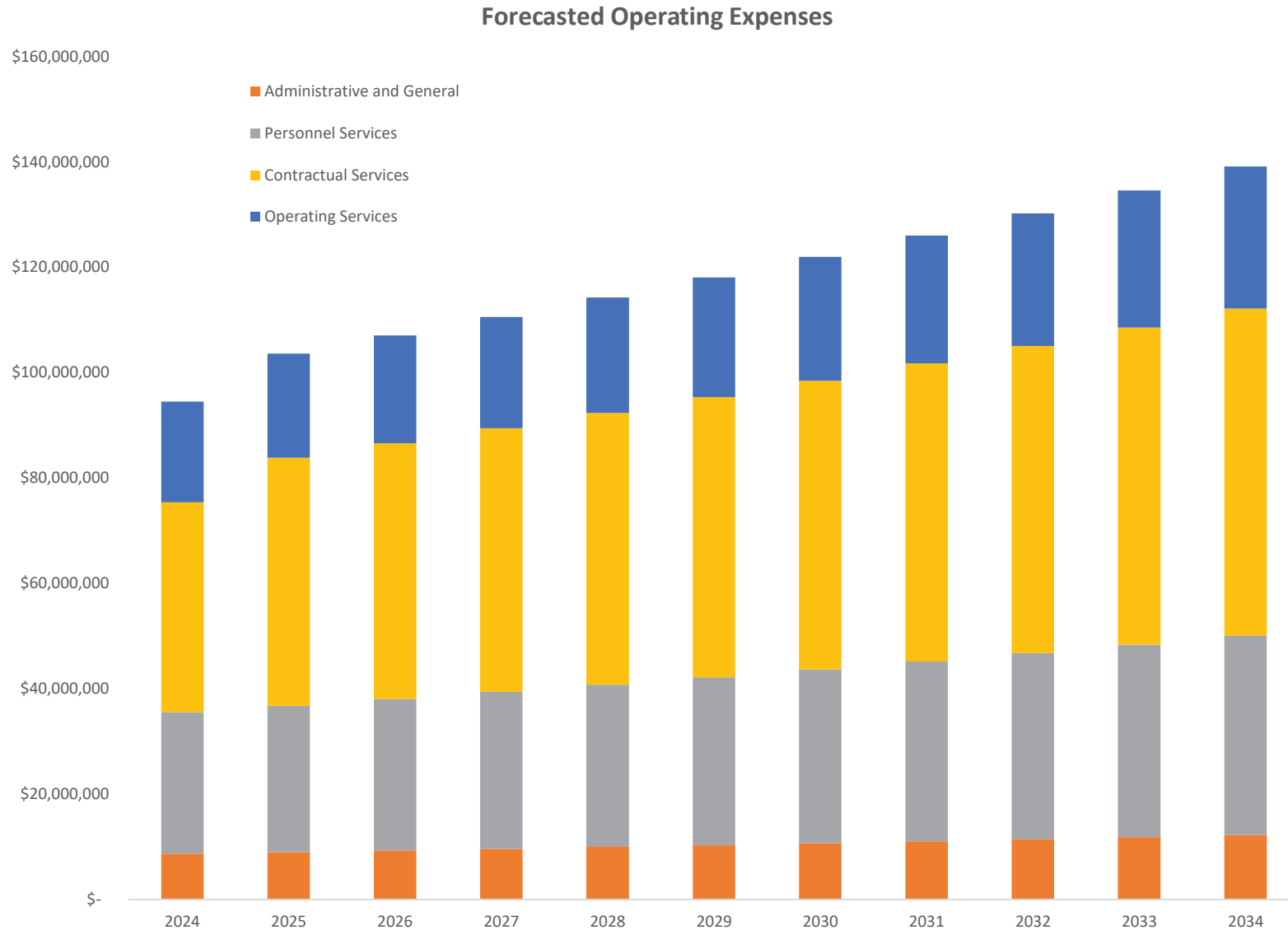
Financial Results: 2021-2024



Fulton Water and Sewer has been pursuing a consistent approach of increasing rates by 5.0% annually in recent years



Based on current trends, we can forecast the following growth of the operating expense, growing at an average annual rate of 3.9%

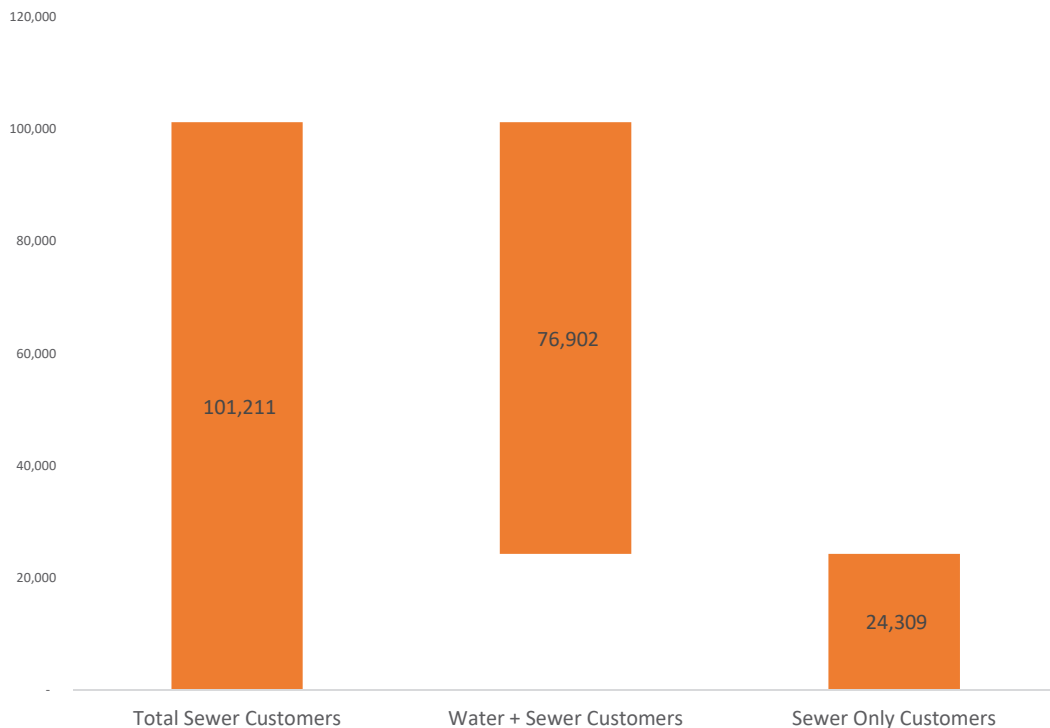


Fulton County will also need to service the debt that it currently has and will add in the future in support of capital improvement efforts

- Current debt level requires annual debt payments in excess of \$39 million for each of the next three years, followed by seven years of debt payments in excess of \$44 million, before the debt level is reduced in 2035
 - Annual debt service drops by \$13 million in 2035
- All current debt is scheduled to be paid off by 2044
- The current debt is split into three issues, totaling \$579,002,180 as of 12/31/24
 - Issue 2020A = \$302,223,586
 - Issue 2020B = \$46,097,000
 - Issue 2013 = \$230,681,594

Nearly one-fourth of sewer customers do not receive water service from Fulton County

Breakdown of 3/4" Customers



Key Observations

- 24.0% of sewer customers do not receive water service from Fulton County
- North Fulton represents 55.6% of sewer customers, with South Fulton representing the remaining 44.4%
- 3/4" accounts represent 94.8% of water and sewer customers
- Hydrant and irrigation represents 6.7% of water volume and 10.8% of water revenue
- Water revenue: \$49,733,507
- Sewer Revenue: \$116,664,892
 - North Fulton: \$62,274,549
 - South Fulton (billed by COA): \$45,661,000
 - Municipalities: \$8,729,343

In order to assess the potential to support capital improvement projects, a detailed modeling exercise was conducted to evaluate options

- After iterative analysis and discussion among team members, a viable financeable scenario was arrived at with the goal of a cash-financing target of \$35 million for 2025 and \$40 million per year thereafter
- To evaluate the financial viability of different options required a detailed assessment of a number of factors – operational requirements and the resulting debt ratios, cash on hand, and debt payment requirements – that coupled with the current state of department operations

	Scenario 1	Scenario 2	Scenario 3
Rate Approach	Keep rates constant with no further increases	Maintain current practice of annual 5% increases	Raise rate increases to 6.5% per year going forward
Rationale	Maintaining cost levels for customers	Continuity with past practices	Provide additional financial resources
Conclusion	Deemed as unfeasible given that not enough revenue was generated to support operations	Viable pending level of debt-financed capital projects	Overly burdensome for customers and not seen as necessary

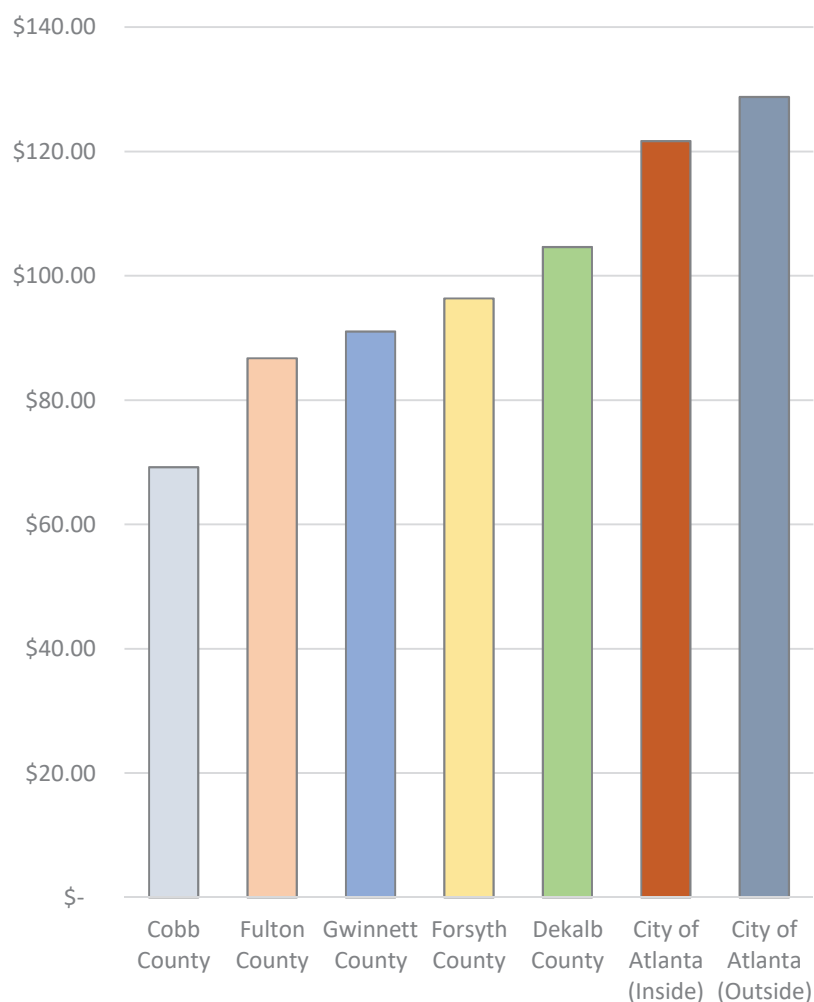
Limiting debt financing to \$450 million, with 50% in 2027 and the other 50% in 2029 is supported by continued 5.0% annual increases in rates

Revenue Requirements - Cash

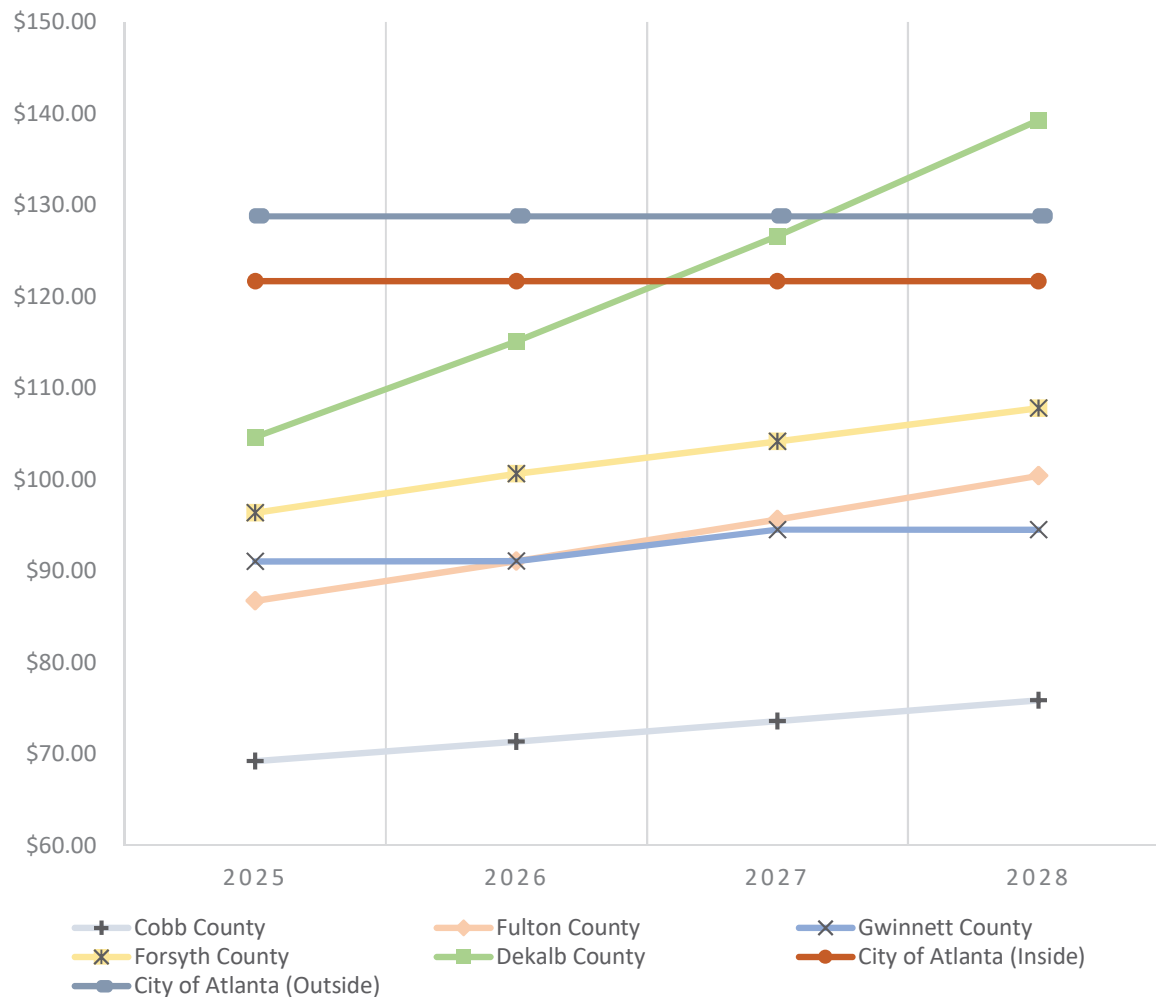
	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Operating Revenue						
Water and Sewerage Revenue	\$ 174,486,593	\$ 186,000,831	\$ 198,252,613	\$ 211,018,143	\$ 224,937,133	\$ 239,713,112
Total Operating Revenue	\$ 174,486,593	\$ 186,000,831	\$ 198,252,613	\$ 211,018,143	\$ 224,937,133	\$ 239,713,112
Operating Expenses						
Administrative and General	\$ 8,934,000	\$ 9,291,360	\$ 9,663,014	\$ 10,049,535	\$ 10,451,516	\$ 10,869,577
Personnel Services	\$ 27,790,459	\$ 28,902,077	\$ 30,058,161	\$ 31,260,487	\$ 32,510,906	\$ 33,811,343
Contractual Services	\$ 47,118,942	\$ 49,003,699	\$ 50,963,847	\$ 53,002,401	\$ 55,122,497	\$ 57,327,397
Operating Services	\$ 19,779,265	\$ 20,570,436	\$ 21,393,254	\$ 22,248,984	\$ 23,138,943	\$ 24,064,501
Total Operating Expenses	\$ 103,622,666	\$ 107,767,573	\$ 112,078,276	\$ 116,561,407	\$ 121,223,863	\$ 126,072,817
CapEx - Cash	\$ 35,000,000	\$ 40,000,000	\$ 40,000,000	\$ 40,000,000	\$ 40,000,000	\$ 40,000,000
Operating Income	\$ 35,863,927	\$ 38,233,258	\$ 46,174,337	\$ 54,456,737	\$ 63,713,270	\$ 73,640,295
Non-Operating Revenue						
Interest Income	\$ 4,287,400	\$ 4,287,400	\$ 4,287,400	\$ 4,287,400	\$ 4,287,400	\$ 4,287,400
Debt Payment	\$ (39,445,459)	\$ (39,368,556)	\$ (51,526,310)	\$ (57,054,100)	\$ (69,212,149)	\$ (69,137,649)
Total Non-Operating Revenue	\$ (35,158,059)	\$ (35,081,156)	\$ (47,238,910)	\$ (52,766,700)	\$ (64,924,749)	\$ (64,850,249)
Income before contributions and transfers	\$ 705,869	\$ 3,152,102	\$ (1,064,572)	\$ 1,690,037	\$ (1,211,480)	\$ 8,790,046
Revenue Requirement	\$ 173,780,725	\$ 182,848,729	\$ 199,317,185	\$ 209,328,106	\$ 226,148,612	\$ 230,923,067
Forecasted Revenue	\$ 174,486,593	\$ 186,000,831	\$ 198,252,613	\$ 211,018,143	\$ 224,937,133	\$ 239,713,112

Fulton water and sewer costs are within the range of neighboring water and sewer systems

CURRENT MONTHLY CHARGE FOR A 5,000 GALLON/MONTH CUSTOMER



PROJECTED MONTHLY CHARGE FOR A 5,000 GALLON/MONTH CUSTOMER



Fulton County is able to effectively manage system operations and continue delivering water and sewer services by supporting a number of milestones

Recommendations and Conclusions

- Maintain its current practices of increasing water and sewer rates by 5.0% for the next two years, with a plan to revisit in 2027
- Ensure that operating expenses are kept stable, with annual increases to be maintained within 4.0%
- Keep cash-financed capital projects to \$40 million per year
- Finance the large capital projects (e.g., Camp Creek Improvement Project and others) with debt of \$450 million, split between 50% in 2027 and 50% in 2029



WATER AND SEWER RATE ANALYSIS

Final Report

May 2025

WATER AND SEWER RATE ANALYSIS

Final Report

Prepared by
GMC and The Shpigler Group

Prepared for
Fulton County

May 2025

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Executive Summary

Rate analysis is one of the most important and yet least understood aspects of water and wastewater utility operation. The development of the right rate structure is critical to ensuring the Fulton County Public Works Department meets its financial obligations, ensures levels of service, customers are charged at fair and equitable rates, and stakeholder interests are in full alignment. As such, Fulton County Public Works has undertaken a rigorous analysis to ensure that it accomplished these objectives. Historically, the process involves three key steps:

- Revenue Requirement – the revenues of the water system are compared to the cost structure to determine the adequacy of rates to cover costs
- Cost Allocation – allocating the revenue classes according to customer classes in order to ensure proper allocation
- Rate Design – blending the elements of revenue requirements and cost allocation to develop the appropriate rate structures for each class of service that achieve the goals of the organization and community

To ensure that these steps were followed, a detailed operational analysis was undertaken to streamline the process and align results with best practices.

Water utilities are challenged to establish fair and equitable rates that properly reflect the costs of operating a water utility. According to the M1 manual established by the AWWA,

“Establishing cost-based rates, fees, and charges is an important component in a well-managed and operated water utility. Cost-based rates provide sufficient funding to allow communities to build, operate, maintain, and reinvest in the water system that provides the community with safe and reliable drinking water and fire protection. Properly and adequately funded water systems also allow for the economic development and sustainability of the local community.”¹

The Public Works Department's main objective is to design a rate structure that generates sufficient revenue to support the delivery of high-quality service, is consistent with industry practices, and is responsive to utility and stakeholder needs. Stakeholders may include:

- Customers
- Policy makers
- Suppliers
- Regulators
- Rating agencies
- Industry
- Lenders
- Employees

¹ “Water Rates, Fees, and Charges”, AWWA Manual M1, 7th Edition.

The PW Department approach to rate design was grounded in several core principles that guided the development of fair and effective rates. Those fundamental principles are as follows²:

- Effectiveness in yielding total revenue requirements (full cost recovery)
- Revenue stability and predictability
- Stability and predictability of the rates themselves from unexpected or adverse changes
- Promotion of efficient resource use (conservation and efficient use)
- Fairness in the apportionment of total costs of service among the different ratepayers
- Avoidance of undue discrimination (subsidies) within the rates
- Dynamic efficiency in responding to changing supply-and-demand patterns
- Freedom from controversies as to proper interpretation of the rates
- Simple and easy to understand
- Simple to administer
- Legal and defensible

² Bonbright, J.C., Danielsen, A.L., Kamerschen, D.R. "Principles of Public Utility Rates, 2nd ed.", Public Utilities Reports, 1988.

Historical Data

The Fulton County Water and Sewer system has seen continual increases in its operating revenue in recent years, growing from \$153.8 million in 2021 to \$177.0 million in 2024:

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Operating Revenue				
Sewer Service Charge	\$ 100,140,682	\$ 104,145,095	\$ 111,951,562	\$ 116,664,892
Water Consumption Customers	\$ 41,542,055	\$ 46,710,205	\$ 47,510,970	\$ 49,733,507
Industrial Waste Surcharge	\$ 1,912,745	\$ 1,992,473	\$ 1,827,464	\$ 1,510,606
O&M Sewer	\$ 1,840,154	\$ 1,974,169	\$ 2,683,644	\$ 2,476,127
Pre Treatment Grease Trap	\$ 404,172	\$ 346,176	\$ 217,702	\$ 291,022
Rental Income - Property	\$ 106,844	\$ 90,406	\$ 98,625	\$ 106,844
Dumping Charges	\$ 113,009	\$ 62,134	\$ 112,459	\$ 45,687
Charge Other Svcs - Misc	\$ 1,540	\$ 30,381	\$ 140,354	\$ 50,235
Miscellaneous	\$ -	\$ 25,988	\$ 53,216	\$ 2,550
Ind Monitor Fees	\$ 43,590	\$ 18,941	\$ 33,964	\$ 3,687
Return Check Fee	\$ (3,071)	\$ 191	\$ 3,485	\$ (2,268)
Refunds & Voids	\$ 5,301	\$ -	\$ 3,269	\$ 194,257
Diverted Water Fees	\$ -	\$ -	\$ 1,300	\$ -
Reimbursements	\$ 26	\$ -	\$ 43	\$ -
Junk/Scrap Sales	\$ -	\$ 13,343	\$ -	\$ -
Sewer Connection - Camp Creek	\$ 2,189,887	\$ 2,412,314	\$ 1,934,529	\$ 1,551,518
Sewer Connection - Big Creek/Johns Creek	\$ 2,299,361	\$ 1,394,920	\$ 1,345,322	\$ 1,653,379
Water Meter Setting Fee	\$ 1,088,455	\$ 1,117,394	\$ 1,322,916	\$ 1,246,241
Water System Capacity	\$ 1,289,193	\$ 933,585	\$ 946,659	\$ 1,151,523
Subdivision Inspections	\$ 176,123	\$ 235,527	\$ 159,389	\$ 223,870
Sewer Connection - Sandy Springs	\$ 597,773	\$ 127,218	\$ 93,203	\$ 31,503
Sewer Connection - Little River	\$ 13,005	\$ 6,823	\$ 38,021	\$ 40,768
Bores	\$ 2,218	\$ 1,760	\$ 9,184	\$ 13,479
Flow Tests	\$ 3,010	\$ 2,879	\$ 3,283	\$ 3,994
Sewer Connection - Utoy Creek	\$ 9,168	\$ -	\$ 1,895	\$ 31,840
Petition Assessments	\$ -	\$ -	\$ -	\$ 2,841
Total Operating Revenue	\$ 153,775,240	\$ 161,641,922	\$ 170,492,458	\$ 177,028,102

Operating expenses, depreciation expense, and operating income have also been growing over the same time period:

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Operating Expenses				
Administrative and General	\$ 5,578,000	\$ 5,683,000	\$ 5,677,000	\$ 6,170,905
Personnel Services	\$ 22,926,000	\$ 24,310,000	\$ 24,458,000	\$ 26,119,781
Contractual Services	\$ 36,383,000	\$ 35,832,000	\$ 42,013,000	\$ 41,615,900
Operating Services	\$ 15,392,000	\$ 16,706,000	\$ 18,117,000	\$ 18,294,485
Total Operating Expenses	\$ 80,279,000	\$ 82,531,000	\$ 90,265,000	\$ 92,201,070
Depreciation and Amortization	\$ 37,277,000	\$ 39,560,000	\$ 39,933,000	\$ 42,542,009
Operating Income	\$ 36,219,240	\$ 39,550,922	\$ 40,294,458	\$ 42,285,023

As a result, the net position for the operating fund has grown from \$1.05 billion to \$1.16 billion in the past three years:

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Non-Operating Revenue				
Gain(Loss) on Investment	\$ (641,000)	\$ (4,626,000)	\$ (2,639,000)	\$ (2,635,333)
Interest Income	\$ 16,000	\$ 4,123,000	\$ 11,614,000	\$ 5,109,600
Interest Expense	\$ (17,455,000)	\$ (15,901,000)	\$ (15,963,000)	\$ (16,439,667)
Total Non-Operating Revenue	\$ (18,080,000)	\$ (16,404,000)	\$ (6,988,000)	\$ (13,965,400)
Income before contributions and transfers	\$ 18,139,240	\$ 23,146,922	\$ 33,306,458	\$ 28,319,623
Capital Contribution	\$ 3,858,000	\$ 6,427,000	\$ 12,386,000	\$ 7,557,000
Change in Net Position	\$ 21,997,240	\$ 29,573,922	\$ 45,692,458	\$ 35,876,623
Starting Net Position	\$ 1,027,051,000	\$ 1,049,048,240	\$ 1,078,622,162	\$ 1,124,314,620
Ending Net Position	\$ 1,049,048,240	\$ 1,078,622,162	\$ 1,124,314,620	\$ 1,160,191,243

Current Operations

Fulton County Water and Sewer provides water service to 81,085 customers and sewer service to 106,717 customers.

Water Accounts

5/8" or 3/4"	76,902
1"	694
1-1/2"	364
2"	916
3"	272
4"	714
6"	793
8"	413
10"	16
12"	1

Sewer Accounts

5/8" or 3/4"	101,211
1"	913
1-1/2"	479
2"	1,206
3"	358
4"	940
6"	1,044
8"	544
10"	21
12"	1

Annual Sales - Water (\$MM)

Hydrant	\$	69,121
Irrigation	\$	5,346,882
Water	\$	44,603,452

Total	\$	50,019,455
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Annual Sales - Sewer (\$MM)

Sewer	\$	61,304,937
Atlanta	\$	51,320,569

Service Delivery - Water (gallons)

Hydrant	6,805,947
Irrigation	615,422,322
Water	8,625,844,054

Total	9,248,072,323
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Service Delivery - Sewer (gallons)

Sewer	7,130,697,018
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Current Rates

Fulton Water and Sewer have been pursuing a consistent approach of increasing rates by 5.0% annually in recent years. Below are the 2025 rates currently in place:

Meter Size	Water		Irrigation		Sewer	
	Base Charge	Additional Cost	Base Charge	Additional Cost/1,000	Base Charge	Additional Cost/1,000
3/4"	\$10.71	\$4.51	\$10.71	\$9.02	\$10.71	\$8.55
1"	\$14.70	\$5.63	\$14.70	\$9.02	\$10.71	\$8.55
1-1/2"	\$18.72	\$5.63	\$18.72	\$9.02	\$10.71	\$8.55
2"	\$20.50	\$5.63	\$20.50	\$9.02	\$10.71	\$8.55
3"	\$61.54	\$5.63	\$61.54	\$9.02	\$10.71	\$8.55
4"	\$65.12	\$5.63	\$65.12	\$9.02	\$10.71	\$8.55
6"	\$131.12	\$5.63	\$131.12	\$9.02	\$10.71	\$8.55
8"	\$168.13	\$5.63	\$168.13	\$9.02	\$10.71	\$8.55
10"	\$205.15	\$5.63	\$205.15	\$9.02	\$10.71	\$8.55

The base charges for each meter increase for water and irrigation service; however, the base charge is kept at a flat level of \$10.71 for sewer service, regardless of meter size. One version of a graduated approach to differentiate base charges over time is illustrated below:

Meter Size	Base Sewer Charge								
	2026	2027	2028	2029	2030	2031	2032	2033	2034
3/4"	\$10.71	\$10.71	\$10.71	\$10.71	\$10.71	\$10.71	\$10.71	\$10.71	\$10.71
1"	\$11.25	\$11.71	\$11.71	\$11.71	\$11.71	\$11.71	\$11.71	\$11.71	\$11.71
1-1/2"	\$11.25	\$11.81	\$12.40	\$13.02	\$13.67	\$14.35	\$15.07	\$15.49	\$15.49
2"	\$11.25	\$11.81	\$12.40	\$13.02	\$13.67	\$14.35	\$15.07	\$15.82	\$16.61
3"	\$11.25	\$11.81	\$12.40	\$13.02	\$13.67	\$14.35	\$15.07	\$15.82	\$16.61
4"	\$11.25	\$11.81	\$12.40	\$13.02	\$13.67	\$14.35	\$15.07	\$15.82	\$16.61
6"	\$11.25	\$11.81	\$12.40	\$13.02	\$13.67	\$14.35	\$15.07	\$15.82	\$16.61
8"	\$11.25	\$11.81	\$12.40	\$13.02	\$13.67	\$14.35	\$15.07	\$15.82	\$16.61
10"	\$11.25	\$11.81	\$12.40	\$13.02	\$13.67	\$14.35	\$15.07	\$15.82	\$16.61
12"	\$11.25	\$11.81	\$12.40	\$13.02	\$13.67	\$14.35	\$15.07	\$15.82	\$16.61

Financial Requirements

There are two main elements associated with the financial requirements: operating expense and debt service. Based on current trends, we can forecast the following growth of the operating expense, growing at an average annual rate of 3.9% over the time period 2024-2034:

OpEx	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Operating Expenses											
Administrative and General	\$ 8,631,884	\$ 8,934,000	\$ 9,246,690	\$ 9,570,324	\$ 9,905,285	\$ 10,251,970	\$ 10,610,789	\$ 10,982,167	\$ 11,366,543	\$ 11,764,372	\$ 12,176,125
Personnel Services	\$ 26,850,685	\$ 27,790,459	\$ 28,763,125	\$ 29,769,835	\$ 30,811,779	\$ 31,890,191	\$ 33,006,348	\$ 34,161,570	\$ 35,357,225	\$ 36,594,728	\$ 37,875,543
Contractual Services	\$ 39,884,852	\$ 47,118,942	\$ 48,563,771	\$ 50,059,168	\$ 51,606,905	\$ 53,208,812	\$ 54,866,787	\$ 56,582,790	\$ 58,358,853	\$ 60,197,079	\$ 62,099,643
Operating Services	\$ 19,110,401	\$ 19,779,265	\$ 20,471,540	\$ 21,188,044	\$ 21,929,625	\$ 22,697,162	\$ 23,491,563	\$ 24,313,767	\$ 25,164,749	\$ 26,045,516	\$ 26,957,109
Total Operating Expenses	\$ 94,477,822	\$ 103,622,666	\$ 107,045,125	\$ 110,587,370	\$ 114,253,594	\$ 118,048,136	\$ 121,975,486	\$ 126,040,294	\$ 130,247,370	\$ 134,601,694	\$ 139,106,419

Furthermore, Fulton County will also need to service the debt that it currently has and will add in the future in support of capital improvement efforts. The current debt level requires annual debt payments in excess of \$39 million for each of the next three years, followed by seven years of debt payments in excess of \$44 million, before the debt level is reduced in 2035:

Fulton County, Georgia Department of Finance BUDGET THE TOTAL ANNUAL AMOUNT IN 201-999-D100-1600 HOWEVER, TRUSTEE TELLS US VIA LETTER IF WE CAN BUDGET LESS Water & Sewerage System Bonded Debt Obligations by Name - Summary Total Issue and County Share Beginning with Budget Year 2024						
Issue	Total Principal	Total Interest	Total Issue	County Principal	County Interest	County Total
2020A	289,095,000.00	121,487,400.00	410,582,400.00	289,095,000.00	121,487,400.00	410,582,400.00
2013	219,705,000.00	69,035,750.00	288,740,750.00	219,705,000.00	69,035,750.00	288,740,750.00
2020B	46,097,000.00	962,124.80	47,059,124.80	46,097,000.00	962,124.80	47,059,124.80
Total Water/Sewer outstanding bonds	554,897,000.00	191,485,274.80	746,382,274.80	554,897,000.00	191,485,274.80	746,382,274.80
Amounts for Debt service-budget year	Total Principal	Total Interest	Total Issue	County Principal	County Interest	County Total
2025	20,442,000.00	19,003,458.80	39,445,458.80	20,442,000.00	19,003,458.80	39,445,458.80
2026	20,785,000.00	18,583,556.00	39,368,556.00	20,785,000.00	18,583,556.00	39,368,556.00
2027	21,140,000.00	18,152,760.00	39,292,760.00	21,140,000.00	18,152,760.00	39,292,760.00
2028	27,110,000.00	17,710,550.00	44,820,550.00	27,110,000.00	17,710,550.00	44,820,550.00
2029	28,390,000.00	16,355,050.00	44,745,050.00	28,390,000.00	16,355,050.00	44,745,050.00
2030	29,735,000.00	14,935,550.00	44,670,550.00	29,735,000.00	14,935,550.00	44,670,550.00
2031	31,400,000.00	13,448,800.00	44,848,800.00	31,400,000.00	13,448,800.00	44,848,800.00
2032	32,795,000.00	11,977,550.00	44,772,550.00	32,795,000.00	11,977,550.00	44,772,550.00
2033	34,350,000.00	10,355,300.00	44,705,300.00	34,350,000.00	10,355,300.00	44,705,300.00
2034	35,655,000.00	8,981,300.00	44,636,300.00	35,655,000.00	8,981,300.00	44,636,300.00
2035	23,935,000.00	7,572,600.00	31,507,600.00	23,935,000.00	7,572,600.00	31,507,600.00
2036	24,655,000.00	6,854,550.00	31,509,550.00	24,655,000.00	6,854,550.00	31,509,550.00
2037	25,395,000.00	6,114,900.00	31,509,900.00	25,395,000.00	6,114,900.00	31,509,900.00
2038	26,155,000.00	5,353,050.00	31,508,050.00	26,155,000.00	5,353,050.00	31,508,050.00
2039	26,940,000.00	4,568,400.00	31,508,400.00	26,940,000.00	4,568,400.00	31,508,400.00
2040	27,745,000.00	3,760,200.00	31,505,200.00	27,745,000.00	3,760,200.00	31,505,200.00
2041	28,580,000.00	2,927,850.00	31,507,850.00	28,580,000.00	2,927,850.00	31,507,850.00
2042	29,220,000.00	2,284,800.00	31,504,800.00	29,220,000.00	2,284,800.00	31,504,800.00
2043	29,880,000.00	1,627,350.00	31,507,350.00	29,880,000.00	1,627,350.00	31,507,350.00
2044	30,590,000.00	917,700.00	31,507,700.00	30,590,000.00	917,700.00	31,507,700.00
2045	0.00	0.00	0.00	0.00	0.00	0.00
2046	0.00	0.00	0.00	0.00	0.00	0.00
2047	0.00	0.00	0.00	0.00	0.00	0.00
2048	0.00	0.00	0.00	0.00	0.00	0.00
Total Water & Sewer debt	554,897,000.00	191,485,274.80	746,382,274.80	554,897,000.00	191,485,274.80	746,382,274.80

Additional debt taken on by Fulton County has an impact on rates charged to consumers, and are discussed in the following section.

Forecasts

In order to assess the potential to support capital improvement projects, a detailed modeling exercise was conducted to evaluate options. After iterative analysis and discussion among team members, a viable financeable scenario was arrived at with the goal of a cash-financing target of \$35 million for 2025 and \$40 million per year thereafter.

To evaluate the financial viability of different options required a detailed assessment of a number of factors – operational requirements and the resulting debt ratios³, cash on hand, and debt payment requirements – that coupled with the current state of department operations.

There were three initial rate scenarios that were considered as part of the exercise:

1. Maintain current rates without any increases during the forecast period
2. Continue the practice over the past years of increasing rates by 5.0% per year
3. Increase the annual rate increase to 6.5%

The first scenario was deemed as unfeasible given that not enough revenue was generated to support operations. Based on projections of revenue and operational expenses, it was forecasted that a zero-rate increase would result in the department running out of reserves by 2029. Furthermore, failing to raise rates to meet the currently identified needs leads to less sustainable future and greater instability as the water and sewer infrastructure continues to age. A proactive approach is essential to reducing operational risks while meeting the expected levels of service.

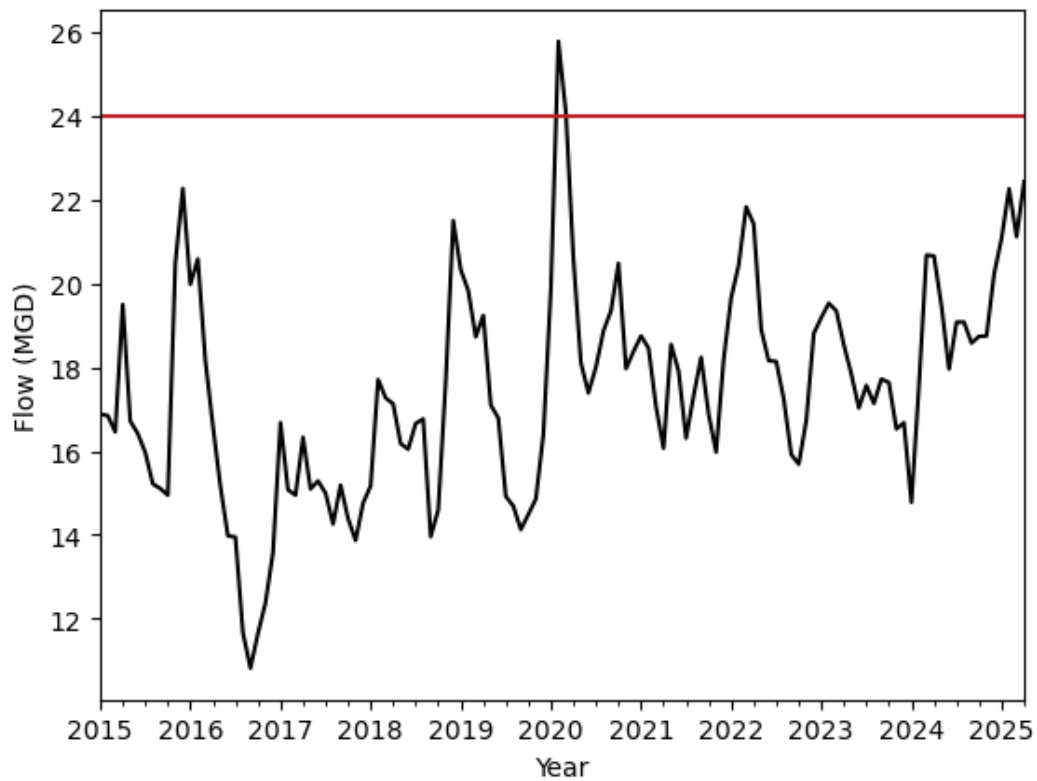
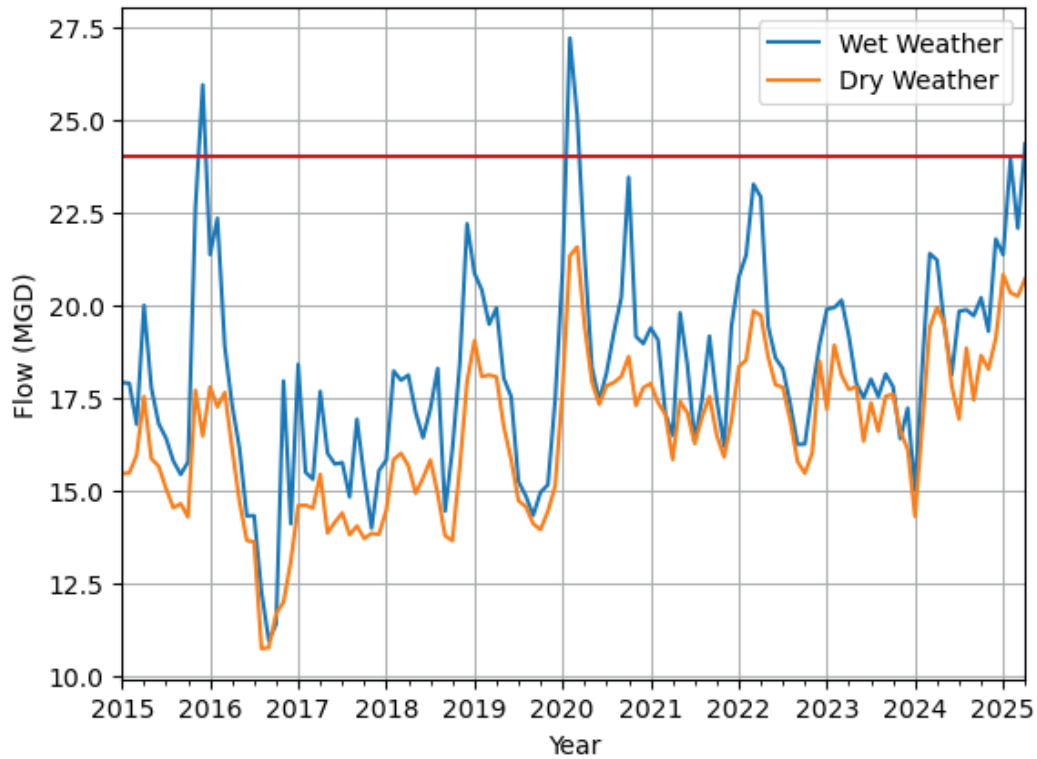
In contrast, scenario three offered strong financial returns by raising the annual rate increases. However, the conclusion was that doing so would place an unnecessary burden on ratepayers, absent the absolute operational and financial requirement to do so.

Therefore, the consensus reached was to identify a viable approach to funding capital and operational requirements with a continued 5.0% annual rate increase. The current plans call for the need to finance a series of major capital improvement projects starting in 2027 that are expected to total \$450 million. These projects include:

- Camp Creek Improvement Project
- White Water, Tricum, Line Creek Pump Station Improvements (\$154)
- Campbellton Pump Station (\$171)
- Friendship I Pump Station (\$172)
- Ono Road Pump Station Upgrade (\$180)
- North Coleman Road Water Line Replacement (W051)
- Birmingham Water Line Loop (S052)
- Alpharetta 54" Transmission Water Main Subprojects (W-NEW)

Below are graphics that illustrate the state of operations that would be impacted by the Camp Creek project:

³ The targeted debt ratio is 1.0 and above.



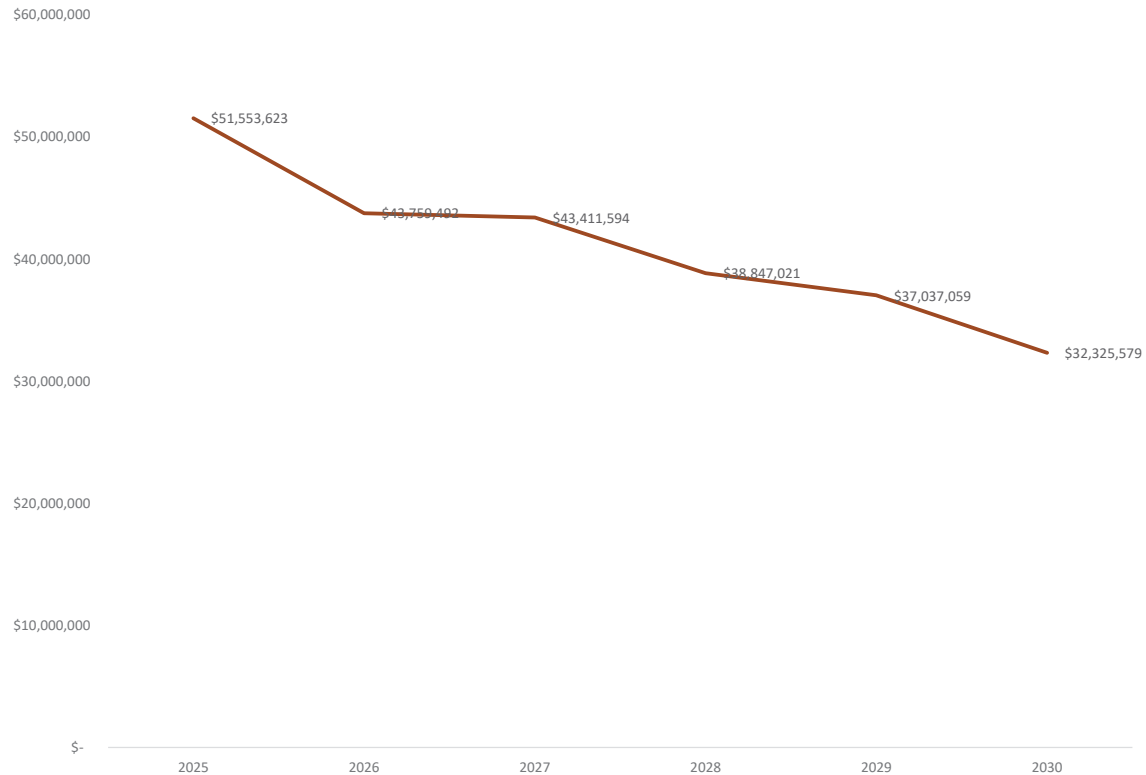
In order to achieve a viable debt-financing of these projects, analysis demonstrates that half (\$225 million) would need to be financed in 2027, with the other half (\$225 million) being

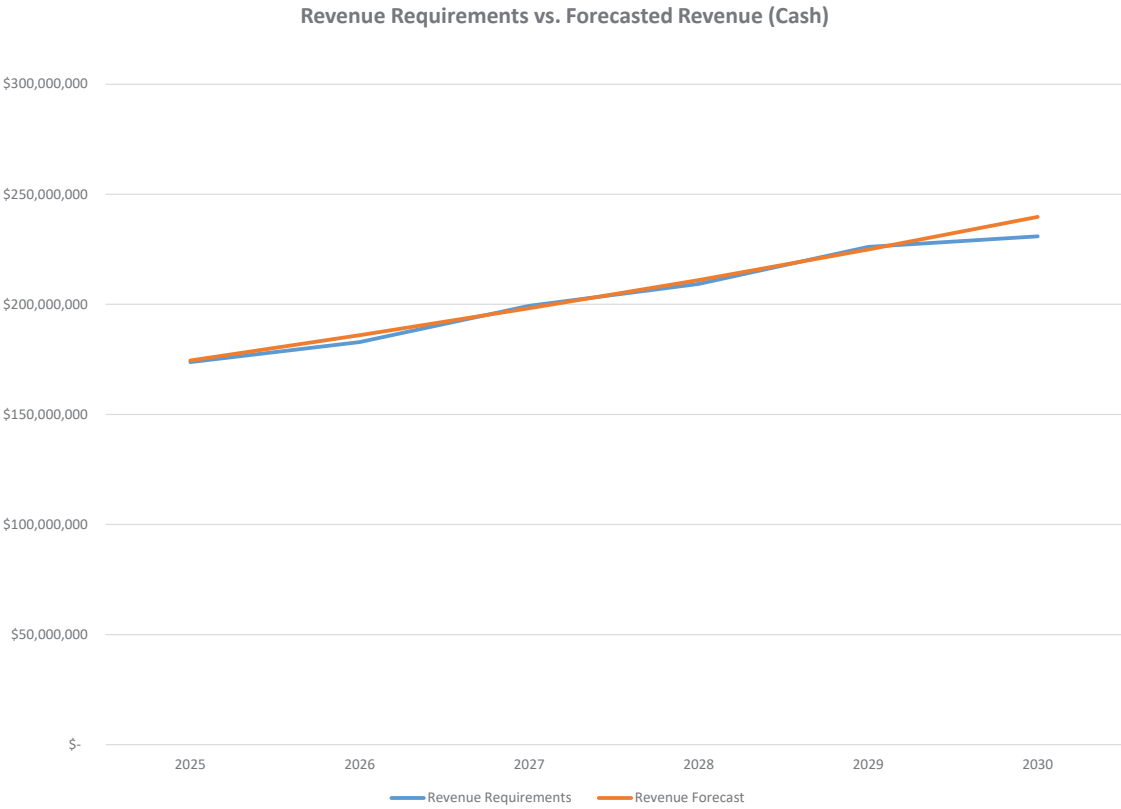
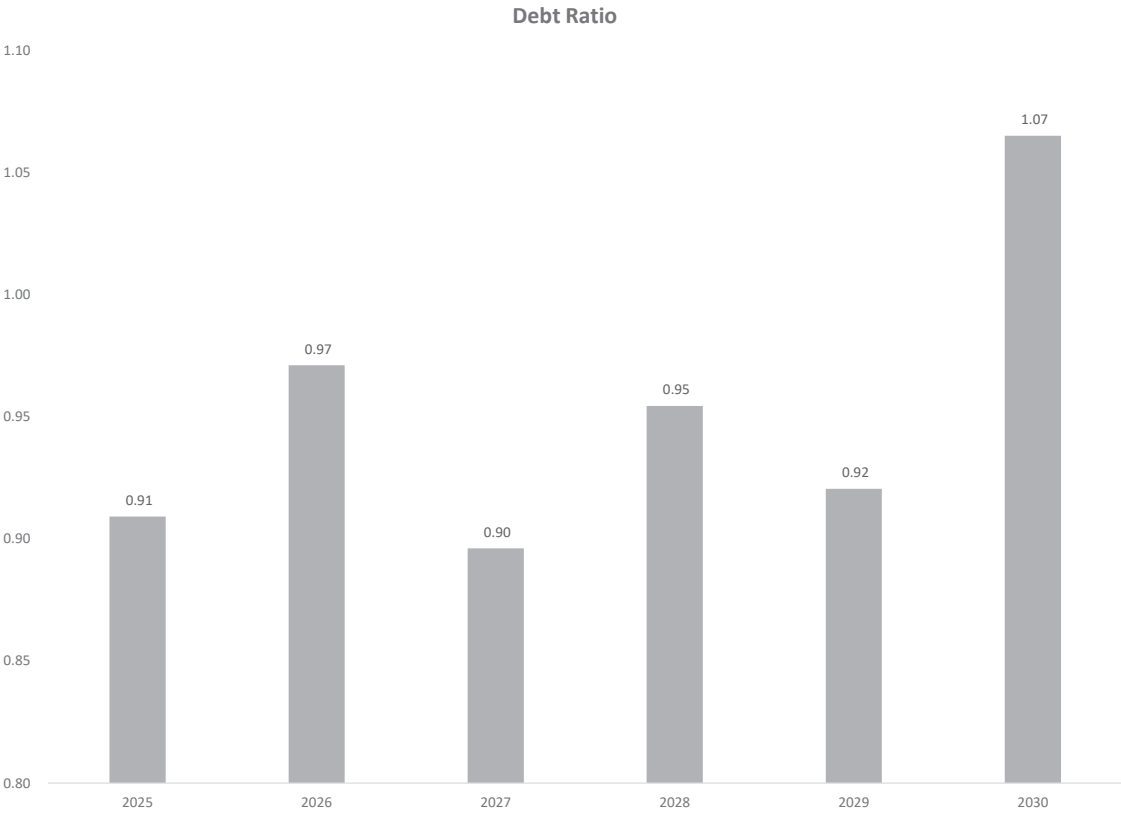
financed in 2029. Discussions with operational team members confirmed that such a plan would work. Below are the results from this scenario:

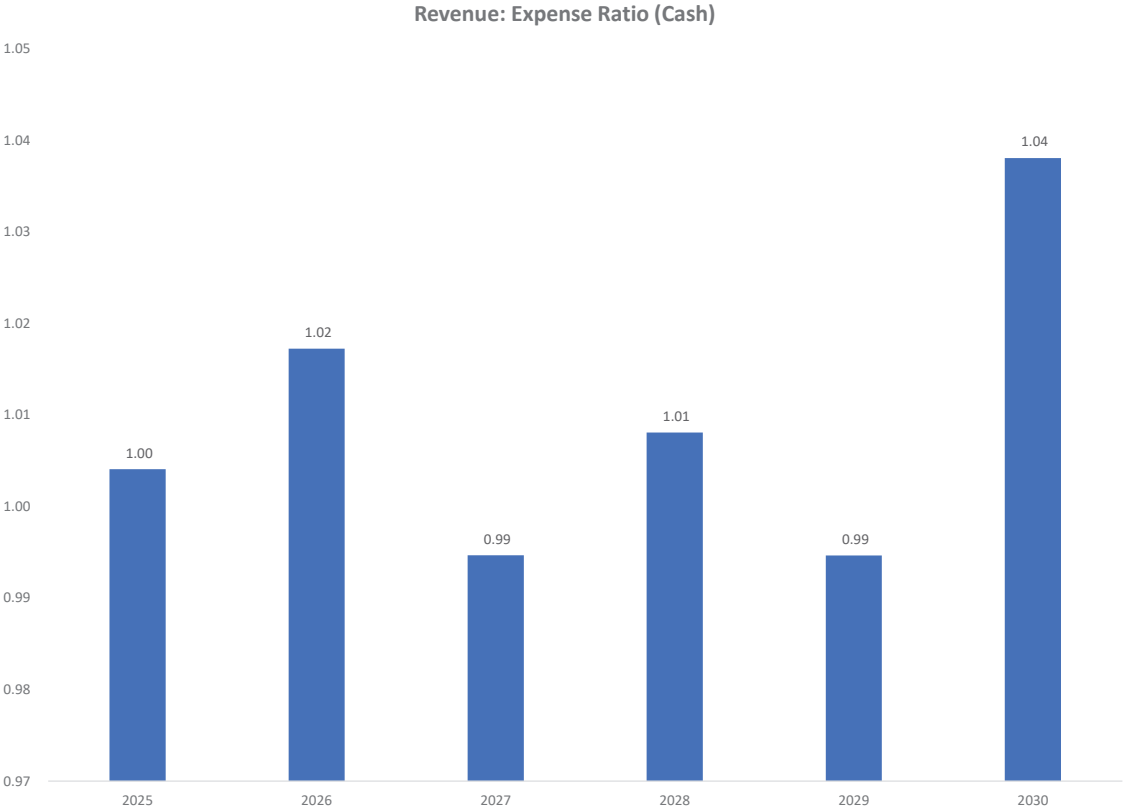
Revenue Requirements - Cash

	2025	2026	2027	2028	2029	2030
Operating Revenue						
Water and Sewerage Revenue	\$ 174,486,593	\$ 186,000,831	\$ 198,252,613	\$ 211,018,143	\$ 224,937,133	\$ 239,713,112
Total Operating Revenue	\$ 174,486,593	\$ 186,000,831	\$ 198,252,613	\$ 211,018,143	\$ 224,937,133	\$ 239,713,112
Operating Expenses						
Administrative and General	\$ 8,934,000	\$ 9,291,360	\$ 9,663,014	\$ 10,049,535	\$ 10,451,516	\$ 10,869,577
Personnel Services	\$ 27,790,459	\$ 28,902,077	\$ 30,058,161	\$ 31,260,487	\$ 32,510,906	\$ 33,811,343
Contractual Services	\$ 47,118,942	\$ 49,003,699	\$ 50,963,847	\$ 53,002,401	\$ 55,122,497	\$ 57,327,397
Operating Services	\$ 19,779,265	\$ 20,570,436	\$ 21,393,254	\$ 22,248,984	\$ 23,138,943	\$ 24,064,501
Total Operating Expenses	\$ 103,622,666	\$ 107,767,573	\$ 112,078,276	\$ 116,561,407	\$ 121,223,863	\$ 126,072,817
CapEx - Cash	\$ 35,000,000	\$ 40,000,000	\$ 40,000,000	\$ 40,000,000	\$ 40,000,000	\$ 40,000,000
Operating Income	\$ 35,863,927	\$ 38,233,258	\$ 46,174,337	\$ 54,456,737	\$ 63,713,270	\$ 73,640,295
Non-Operating Revenue						
Interest Income	\$ 4,287,400	\$ 4,287,400	\$ 4,287,400	\$ 4,287,400	\$ 4,287,400	\$ 4,287,400
Debt Payment	\$ (39,445,459)	\$ (39,368,556)	\$ (51,526,310)	\$ (57,054,100)	\$ (69,212,149)	\$ (69,137,649)
Total Non-Operating Revenue	\$ (35,158,059)	\$ (35,081,156)	\$ (47,238,910)	\$ (52,766,700)	\$ (64,924,749)	\$ (64,850,249)
Income before contributions and transfers	\$ 705,869	\$ 3,152,102	\$ (1,064,572)	\$ 1,690,037	\$ (1,211,480)	\$ 8,790,046
Revenue Requirement	\$ 173,780,725	\$ 182,848,729	\$ 199,317,185	\$ 209,328,106	\$ 226,148,612	\$ 230,923,067
Forecasted Revenue	\$ 174,486,593	\$ 186,000,831	\$ 198,252,613	\$ 211,018,143	\$ 224,937,133	\$ 239,713,112

End-of-Year Fund 203 Position

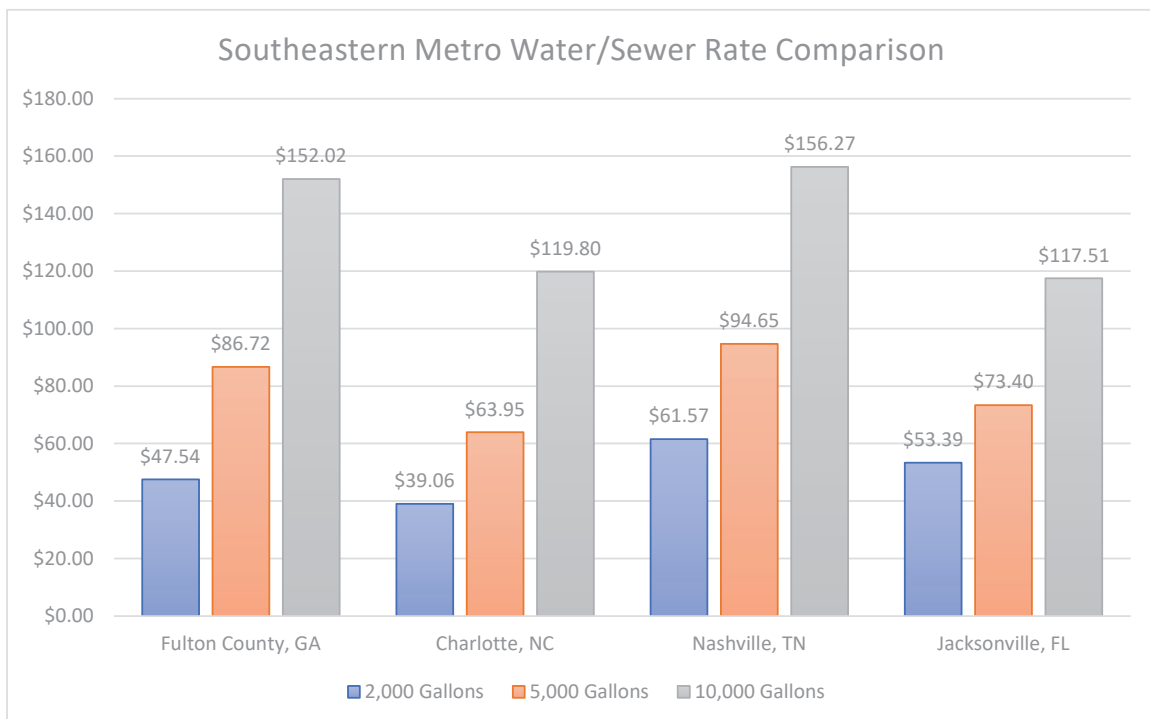
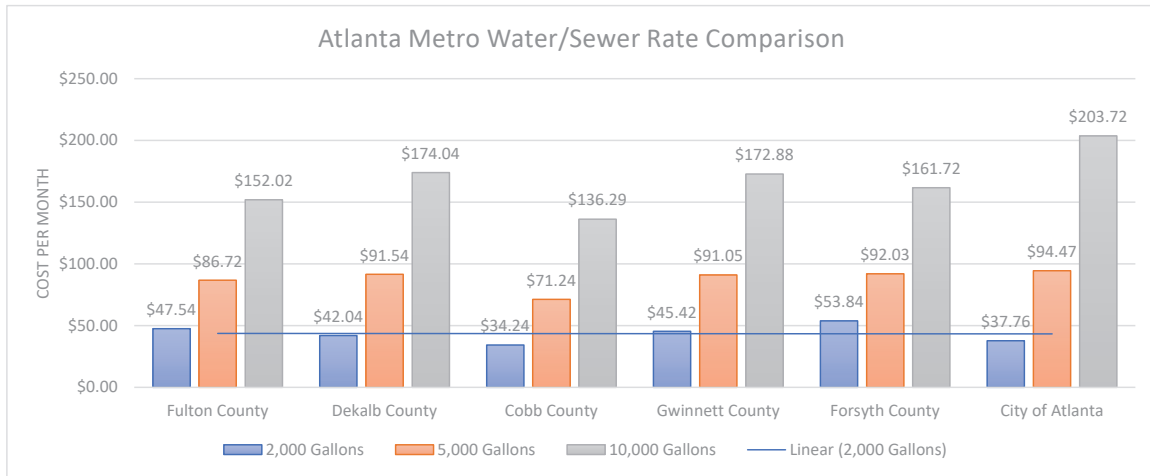






Benchmarking

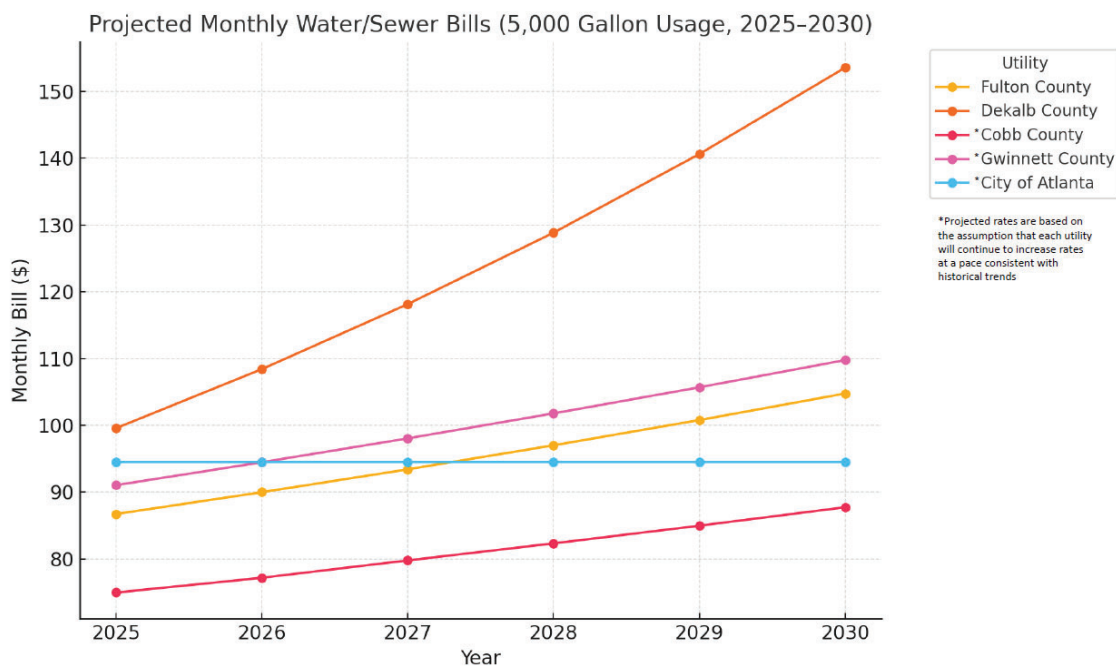
In comparing the Fulton County water and sewer costs to neighboring communities, the Fulton costs are within the range of neighboring water and sewer systems.



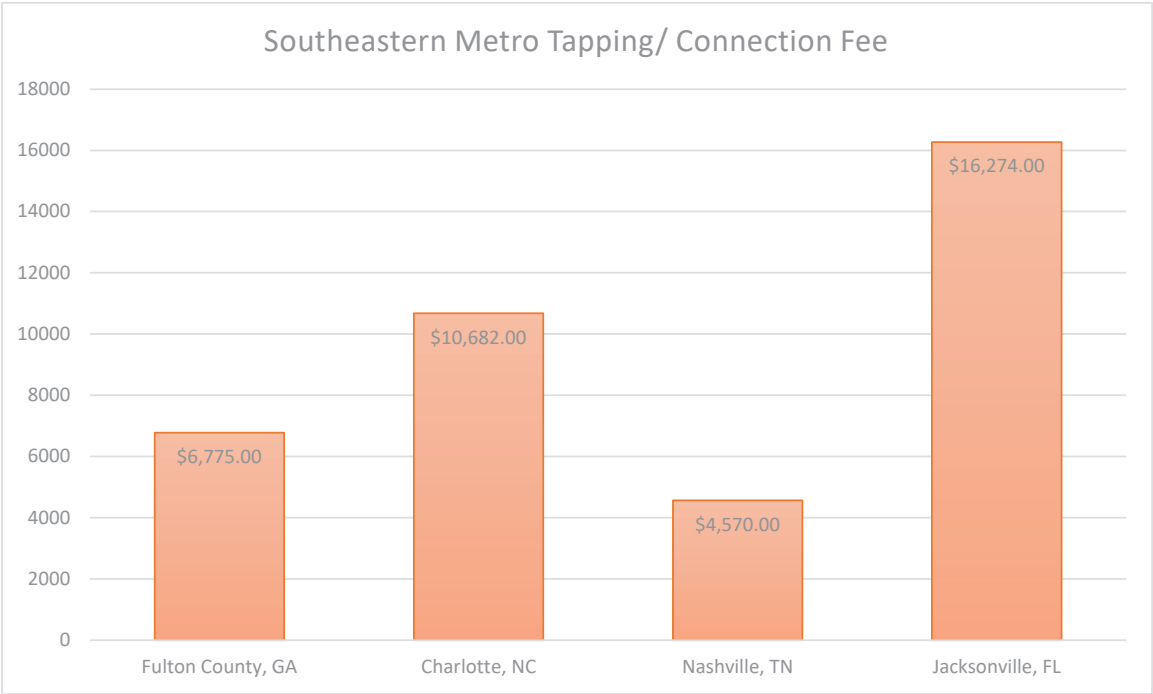
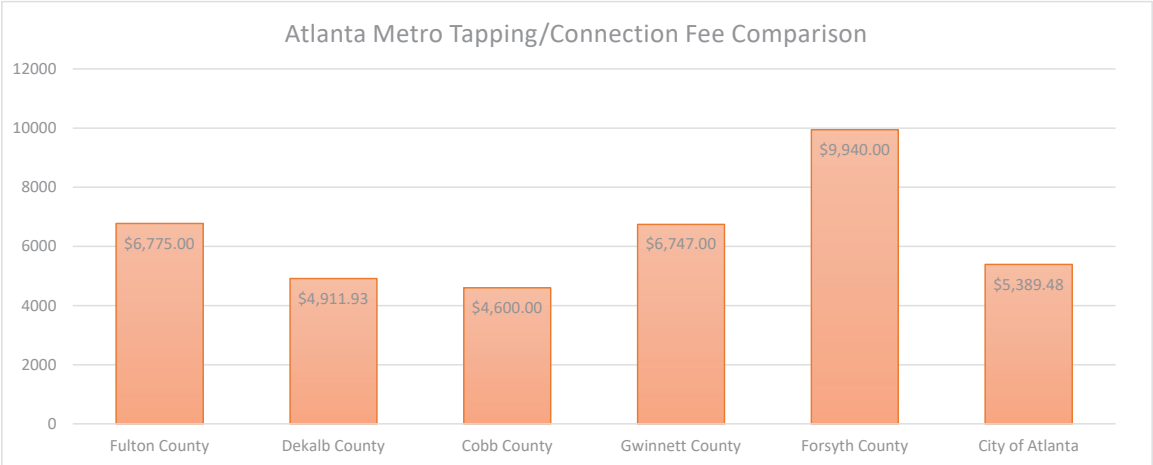
Maintaining the current approach of increasing rates by 5% annually will ensure that Fulton County remains in alignment with neighboring water and sewer systems.

Total Monthly Bill by Gallons Used							
Utility	Gallons Used	2025	2026	2027	2028	2029	2030
Fulton County	2,000	\$47.54	\$48.85	\$50.22	\$51.66	\$53.17	\$54.76
	5,000	\$86.72	\$89.99	\$93.41	\$97.01	\$100.79	\$104.76
	10,000	\$152.02	\$158.55	\$165.41	\$172.61	\$180.17	\$188.10
DeKalb County	2,000	\$45.13	\$48.53	\$52.27	\$56.38	\$60.90	\$65.88
	5,000	\$99.58	\$108.42	\$118.15	\$128.85	\$140.63	\$153.57
	10,000	\$190.33	\$208.25	\$227.96	\$249.64	\$273.49	\$299.73
*Cobb County	2,000	\$37.96	\$38.84	\$39.75	\$40.70	\$41.69	\$42.72
	5,000	\$74.96	\$77.17	\$79.77	\$82.32	\$84.97	\$87.73
	10,000	\$140.01	\$144.66	\$150.13	\$155.49	\$161.07	\$166.88
*Gwinnett County	2,000	\$45.42	\$46.79	\$48.22	\$49.71	\$51.28	\$52.91
	5,000	\$91.05	\$94.47	\$98.05	\$101.79	\$105.69	\$109.77
	10,000	\$172.88	\$179.98	\$187.41	\$195.17	\$203.27	\$211.75
*City of Atlanta	2,000	\$37.76	\$37.76	\$37.76	\$37.76	\$37.76	\$37.76
	5,000	\$94.47	\$94.47	\$94.47	\$94.47	\$94.47	\$94.47
	10,000	\$203.72	\$203.72	\$203.72	\$203.72	\$203.72	\$203.72

* Projected rates are based on the assumption that each utility will continue to increase rates at a pace consistent with historical trends



Likewise, Fulton County’s tapping/connection fees are in line with those of neighboring communities.



Conclusion

Fulton County is able to effectively manage system operations and continue delivering water and sewer services to the community by:

- Maintaining its current practices of increasing water and sewer rates by 5.0% on an annual basis
- Ensuring that operating expenses are kept stable, with annual increases to be maintained within 4.0%
- Keeping cash-financed capital projects to \$40 million per year
- Financing the large capital projects (e.g., Camp Creek Improvement Project and others) with debt of \$450 million, split between 50% in 2027 and 50% in 2029

1 **A RESOLUTION TO APPROVE A FIVE PERCENT (5%) WATER AND SEWER**
2 **VOLUMETRIC RATE INCREASE FOR EACH OF THE NEXT TWO (2) YEARS; TO**
3 **MAKE THE NECESSARY INCREASES TO THE WATER AND SEWER FEE**
4 **SCHEDULES; TO APPROVE MODIFICATIONS TO THE WATER CONNECTION FEES**
5 **FOR NORTH FULTON; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER**
6 **PURPOSES**

7
8 **WHEREAS**, Fulton County, Georgia (“Fulton County”), is delegated the authority
9 to provide sewer and water services in the Supplementary Powers provision of the
10 Georgia Constitution (Art. 9, § 2, ¶ III of the Georgia Constitution of 1983); and

11 **WHEREAS**, Fulton County’s authority to “prescribe, revise, and collect rates,
12 fees, tolls, or charges for the services” is set out in O.C.G.A. § 36-82-62; and

13 **WHEREAS**, the Metropolitan North Georgia Water Planning District (“MNGWPD”)
14 recommends to local governments in its Wastewater and Water Management Plans that
15 water rates should be based on a local rate study and designed to provide a sufficient
16 revenue stream to support program costs and facility maintenance; and

17 **WHEREAS**, on February 17, 2021, under Agenda Item No. 21-0143, the Fulton
18 County Board of Commissioners (“BOC”) received the South Fulton Wastewater
19 Capacity Study (“SFCS”) which focused on the anticipated growth of the South Fulton
20 County area and the improvements necessary to serve this growth; and

21 **WHEREAS**, on March 5, 2025, under Agenda Item No. 25-0165, the BOC
22 approved and adopted the North Fulton Water Masterplan which focused on the water
23 distribution system needs based on the anticipated growth of the North Fulton County
24 area and the improvements necessary to serve and sustain growth; and

25 **WHEREAS**, the 2025 Rate Study (the “Study”) conducted by the Public Works
26 Department identified the need for certain improvements to the Fulton County water and
27 sewer infrastructure system (“System”); and

1 **WHEREAS**, in order to meet the current and future water and sewer needs of
2 Fulton County through 2027, and to sustain and improve the quality of health for its
3 citizens, the County must continue to provide funding for the Capital Improvement
4 Program (the “Program”) and for the implementation of both the SFCS and Water
5 Masterplan; and

6 **WHEREAS**, in order to provide the necessary funding, the Public Works
7 Department recommends increasing the water and sewer rates and all associated fees
8 across-the-board by 5% each year for the next 2 years, effective January 1, 2026 and
9 January 1, 2027; and

10 **WHEREAS**, the BOC recognizes the need for the capital improvement projects
11 identified in the Program and the improvements identified by the South Fulton Capacity
12 Study and Water Masterplan and is committed to providing quality services that help to
13 sustain and enhance the System along with the quality of life for all its citizens.

14 **NOW, THEREFORE BE IT RESOLVED** the Fulton County Board of
15 Commissioners hereby approves a five percent (5%) water and sewer volumetric rate
16 increase each year for the next two years, making the necessary increase to water and
17 sewer fee schedules, effective January 1, 2026 and January 1, 2027.

18 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective when
19 adopted and that all resolutions and provisions of the Code of Laws in conflict with this
20 Resolution are hereby repealed to the extent of the conflict.

SO PASSED AND ADOPTED, by the Board of Commissioners of Fulton County,
Georgia this 9th day of July 2025.

**FULTON COUNTY BOARD OF
COMMISSIONERS**

Robert L. Pitts, Chairman (At-Large)

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.: 25-0532

Meeting Date: 7/9/2025

Department

Public Works

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

Request approval to extend an existing contract - Department of Public Works, 20RFP123061K-DB, Operation and Maintenance of Fulton County Flow Monitoring Equipment in the amount of \$566,873.00 with ADS Environmental Services LLC (Marietta, GA), to provide comprehensive operations, preventive maintenance, and repair services for flow monitors and rain gauges, along with sewer system evaluation services for an additional 149 day period effective August 5, 2025 through December 31, 2025.

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

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

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: This contract provides for the operation and maintenance of two hundred twenty-four (224) wastewater flow monitors, thirty-two (32) level reading device monitors, twenty-six (26) rain gauges, and associated data processing that supports flow monitoring and intergovernmental sewer service billing requirements. These devices are located throughout the sanitary sewer service area in both North and South Fulton County. Additionally, the contract provides

system-wide overflow alarm notifications and professional engineering services, to evaluate sewer system for capacity, management, operations and maintenance (CMOM) purposes.

The contract was for an initial five year period beginning on August 5, 2020 with an expiration date of August 4, 2025.

The Public Works Department is currently developing a new solicitation for flow monitoring services to be advertised in the fall of 2025. Therefore, Public Works is requesting that the BOC extend the current contract with ADS Environmental Services LLC until the end of the year to allow for these services to continue until a new contract is awarded with a start date of January 1, 2026.

Community Impact: This action will ensure the continued uninterpreted services under this contract through the end of 2025 allowing time for the completion of a new competitive process.

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

Project Implications: This Item will allow sanitary sewer flow monitoring services to continue through December 31, 2025.

Community Issues/Concerns: No immediate community issues/concerns have been raised to the attention of the Public Works Department.

Department Issues/Concerns: The Public Works Department will be left without flow monitoring services for the existing sanitary sewer network should this item not be approved.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	20-0477	7/8/2020	\$8,200,027.46
Extension No. 1			\$566,873.00
Total Revised Amount			\$8,766,900.46

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

Click or tap here to enter text.

Exhibits Attached

Exhibit 1: Extension No. 1 to Form of Agreement

Exhibit 2: Performance Evaluation

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$8,200,027.46
Previous Adjustments: \$0.00
This Request: \$566,873.00
TOTAL: \$8,766,900.46

Grant Information Summary

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

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

203-540-5400-IC01: Water & Sewer R&E, Public Works, Sewer Flow Meters

Key Contract Terms	
Start Date: 8/5/2020	End Date: 8/4/2025
Cost Adjustment: \$566,873.00	Renewal/Extension Terms: 14 Days

Overall Contractor Performance Rating: 100**Would you select/recommend this vendor again?**

Yes

Report Period Start: **Report Period End:**

Agenda Item No.: 25-0532

Meeting Date: 7/9/2025

1/1/2024

12/31/2024

EXTENSION NO. 1 TO FORM OF CONTRACT

Contractor: **ADS Environmental Services, LLC**

Contract No.: **20RFP123061K-DB, Operation & Maintenance of Fulton County's Wastewater Flow Monitoring Equipment**

Address: **340 The Bridge Street, Suite 204**
City, State **Huntsville, AL 35806**

Telephone: **(256) 430-3366**

Email: igoustin@idexcorp.com

Contact: **Joseph J. Goustin,
Assistant Treasurer**

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with ADS Environmental Services, LLC to provide comprehensive operations, preventive maintenance, and repair services for flow monitors and rain gauges, along with sewer system evaluation services, on behalf of the Public Works; and

WHEREAS, the County wishes to extend the subject contract, with all items and conditions unchanged, for an additional 149 day period, from August 5, 2025 through December 31, 2025; and

WHEREAS, this extension will allow the Public Works Department to maintain uninterrupted sanitary sewer flow monitoring services while completing a new competitive procurement process; and

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

WHEREAS, this Extension was approved by the Fulton County Board of Commissioners on July 9, 2025; BOC Item # 25-_____.

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

This Extension No. 1 to Form of Contract is effective as of the 1st day of September 2025 between the County and ADS Environmental Services, LLC., who agree that all Services specified will be performed in accordance with this Extension No. 1 to Form of Contract and the Contract Documents for an additional 149 day period, with the contract ending as of the 31st of December, 2025.

1. **SCOPE OF WORK TO BE PERFORMED:** To continue to provide comprehensive operations, preventive maintenance, and repair services for flow monitors and rain gauges, along with sewer system evaluation services.
2. **COMPENSATION:** The services herein shall be performed by Contractor for a total amount not to exceed \$566,873.00 (Five Hundred Sixty Six Thousand Eight Hundred Seventy Three Dollars and No Cents).
3. **LIABILITY OF COUNTY:** This Extension No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF EXTENSION NO. 1 TO FORM OF CONTRACT:** Except as modified by this Extension No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

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

OWNER:

FULTON COUNTY, GEORGIA

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:

David Clark, Director
Department of Public Works

CONTRACTOR:

**ADS ENVIRONMENTAL SERVICES,
LLC**

Hal Kimbrough,
Vice President

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2 ND RM: _____ SECOND REGULAR MEETING
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Performance Evaluation Details

ID	E2
Project	Operation & Maintenance of Fulton County's Wastewater Flow Monitoring Equipment
Project Number	20RFP123061K-DB
Supplier	ADS Environmental Services LLC
Supplier Project Contact	Dan Delany (preferred language: English)
Performance Program	Architectural and Engineering Services
Evaluation Period	01/01/2024 to 12/31/2024
Effective Date	01/03/2025
Evaluation Type	Formal
Interview Date	01/03/2025
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	01/03/2025 11:48 AM EST
Completion Date	01/03/2025 11:48 AM EST
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - ARCHITECTURAL AND ENGINEERING SERVICES

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

PROJECT MANAGEMENT

20/20

Rating

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

Comments

ADS Project Manager has performed an Excellent Job in managing all the flow monitors within the County sanitary network. Kept up with the Engineers and field managers with alarming flow monitors and opinions on corrective action items to the operation cleaning crews and the rehabilitation teams.

SCHEDULE

20/20

Rating

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

Comments

ADS teams has been on schedule of maintaining all the flow and level monitors and providing responses to various requests and delivering invoices in a prompt and timely manner.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

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

Comments

The deliverables and Technical reports are completed in a timely and professional manner . ADS Data Repository website PRISM included easy to use features, capabilities of seamless data export of flow monitors and rain gages that helped the engineer analyze and interpret the data more efficiently..

TECHNICAL SUPPORT DURING CONSTRUCTION

20/20

Rating

Outstanding: Expedited and thorough review of Contractor submissions at all times.

Comments

ADS provided timely and effective solutions to any issues in the field and help solve for any bottlenecks in the field.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

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

Comments

ADS has adhered to the contract deliverables in an expedited manner through all means of communications via phones, email, meetings and training sessions for the North Office (WROC) and the south office (SFMOC).

GENERAL COMMENTS

Comments

Overall ADS has performed an outstanding Job of providing support to the county personnel's and by maintaining All the flow, level monitors in an efficient and timely manner.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0533

Meeting Date: 7/9/2025

Department

Public Works

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

Request approval to correct Agenda Item 25-0106 to correct the not to exceed amounts for Years 1 - 5 for the Atlanta-Fulton County Water Resources Commission ("AFCWRC") Contract, 24RFP0820K-DB, Operation & Maintenance Services for the Atlanta-Fulton County Water Treatment Facility (owned jointly between the City of Atlanta and Fulton County) with Veolia Water North America - South, LLC (Veolia Water) / Khafra Operations Services, LLC, a Joint Venture (Atlanta, GA). Effective upon BOC approval.

Requirement for Board Action

Pursuant to O.C.G.A. Sec. 36-10-1, all 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; The BOC has the authority to amend the contract pursuant to Fulton County Code ("FCC") § 102-420, which states that contract modifications within the scope of the contract and necessary for completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the BOC for approval.

Strategic Priority Area related to this item

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: Fulton County, Georgia is a co-owner of the Atlanta-Fulton County Water Treatment Facility (a.k.a. Tom Lowe) and this contract will provide operation and maintenance

services for this facility. This operation and maintenance services provided under the contract include the raw water intake pumping station, raw water transmission mains, raw water reservoirs, sludge dewatering and disposal, clearwells, finished water pump station, maintenance building, administrative building, and environmental water features and grounds.

On February 5, 2025, the Board of Commissioners approved Agenda Item 25-0106. On March 18, 2025, the City of Atlanta approved legislation 25-R-3221. On April 22, 2025, the Department of Purchasing & Contract Compliance forwarded the contract via DocuSign for contract execution. On May 2, 2025, the County was notified by the Contractor that the costs approved did not include the Contractor's overhead and profit. The County notified the General Manager for the AFCWRC facility and it was determined that the cost for overhead and profit was not included by inadvertence and would need to be negotiated with the Contractor. The negotiations were conducted and the not to exceed amounts for Years 1-5 were agreed to by all parties; namely, the Atlanta Fulton County Water Resource Commission, City of Atlanta and Fulton County.

See the table below for Corrected Year 1 - 5 costs. Years 2 - 5 ** assumes a CPI of 3%, actual annual contract value will be based on the CPI for the year

Year 1 (April 1, 2025 - March 31, 2026)	\$6,192,307.00 \$6,799,153.00
Year 2 (April 1, 2026 - March 31, 2027)**	\$6,378,976.21 \$7,003,127.59
Year 3 (April 1, 2027 - March 31, 2028)**	\$6,569,418.50 \$7,213,221.42
Year 4 (April 1, 2028 - March 31, 2029)**	\$6,969,496.08 \$7,429,618.06
Year 5 (April 1, 2029 - March 31, 2030)**	\$7,178,580.97 \$7,652,506.60

Fiscal Impact / Funding Source

Funding Line 1:

431-540-5491-1160: At//Fulton Water Resource Comm, Public Works, Professional Services
\$6,799,153.00

June 11, 2025

Ms. Darlene Banks, Purchasing
 Fulton County Government
 Department of Purchasing and Contract Compliance
 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303
 (Via email to: Darlene.Banks@fultoncountyga.gov)

Subject: **Additional Cost Detail:**
RFP 24RFP0820K-DB - Envelope 2: Cost Proposal
AFCWRC - O&M for Water Treatment Facility

Dear Ms. Banks:

As you know from our meeting May 20, 2025, Veolia-KHAFRA provided Atlanta/Fulton County an extremely competitive service price to continue our long-term relationship. While an extended 10-year contract term between Veolia-KHAFRA and Atlanta/Fulton County provides added security to facility operation, and the Veolia-KHAFRA-Atlanta/Fulton County partnership, economic uncertainty has contributed to greater price variance in the future. The ongoing environment in the Atlanta/Fulton County labor market, for example, makes hiring and maintaining employees a challenge. Veolia-KHAFRA is anticipating both short- and long-term salary adjustments to maintain top talent to operate the Atlanta/Fulton County water facility. Further, in recent years, the cost of operation, including the cost of insurance, and regularly used items—such as chemicals and equipment—have dramatically increased well beyond estimated CPI. Additional overhead provides Veolia-KHAFRA the ability to manage these uncertainties on a long-term basis in a rapidly evolving environmental services business, and maintain the level of performance and stability that has come to be expected.

We have updated our Cost Table to reflect the agreed upon profit and overhead:

Table 2.2-1: Cost Proposal Form Year 1: Operations, Maintenance and Management Fee	
ELEMENT	COST
Labor (wages & overhead)	\$3,558,494
Utilities (Telephone)	\$35,574
Repair & Maintenance Ceiling	\$305,000
Supplies, categorized	\$136,999
Miscellaneous, categorized	\$653,938
Bulk Treatment Chemicals	\$1,502,302
TOTAL YEAR 1 SERVICE ESTIMATE	\$6,192,307
Veolia/Khafra Profit and Overhead	\$606,846
VEOLIA/KHAFRA TOTAL COST (including Profit and Overhead of 9.8%)	\$6,799,153

We trust that this information meets your immediate need, and you may reach out to me if you have any questions related to this additional information

Sincerely,

A handwritten signature in blue ink, appearing to read "Jason R. Costa".

Jason Costa, President

Veolia Water North America – South, LLC

Telephone: 412/315-1820 - Email: jason.costa@veolia.com

Cc:

Felicia-Strong Whitaker - Fulton County (Felicia.Strong-Whitaker@fultoncountyga.gov)

Val Bates - KHAfra (vbates@khafra.com)



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0534

Meeting Date: 7/9/2025

Department

Behavioral Health and Development Disabilities

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

Request approval of a Memorandum of Understanding (MOU) between Fulton County, on behalf of the Department of Behavioral Health and Developmental Disabilities, and Way Shape Form, Inc. to conduct the TextForHelp program in Fulton County by providing clinical management responsibilities and delivering the necessary data and reports generated by the program, in the amount not to exceed \$23,500.00. The MOU will be effective May 1, 2025, through December 31, 2025.

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

Fulton County Code Section 102-420 provides that contract modifications within the scope of the contract and necessary for completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the BOC 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?

No

Summary & Background

To address the opioid crisis in Fulton County, the Board of Commissioners implemented a strategy to develop, implement, evaluate, and sustain a multi-faceted, county-wide effort to prevent opioid abuse, addiction, overdose, and death. In its on-going efforts to combat the opioid crisis, the Fulton County Board of Commissioners on December 21, 2022 (Agenda Item #22-0992) entered into an agreement with Linking

Efforts Against Drugs (“LEAD”), an Illinois not-for-profit corporation, to implement its TextForHelp.app program, which is now called “TextForHelp” for FY2023. The Fulton County agreement with LEAD for TextForHelp was automatically renewed for FY2024 per the terms of the Agreement.

The TextForHelp program is aimed at middle and high school students in Fulton County and allows individuals to send a confidential text message to a dedicated number and receive an immediate response from a licensed mental health professional, which then enables the person sending the text message to conduct a conversation with the professional while remaining confidential during the process. Way Shape Form, Inc. has served as the subcontractor managing both the technical and clinical components of the TextforHelp.app for LEAD during FY2023 and FY2024. LEAD is no longer entering into new contracts for TextForHelp, and LEAD’s existing contracts for TextForHelp are being fulfilled by Way Shape Form, with the goal to transition each client directly to Way Shape Form by the end of 2025. Accordingly, this MOU for TextForHelp for FY2025 is with Way Shape Form.

Scope of Work: TextForHelp Program: Way Shape Form, in coordination with its technical and mental health partners, shall provide its TextForHelp program in Fulton County, Georgia through a confidential text hotline using a dedicated toll-free number that will only be in used in Fulton County, Georgia. Way Shape Form shall ensure that a system back-up or redundancy is in place to minimize system failure or loss of data. Clinical Services: Way Shape Form shall contract with and oversee qualified clinicians to provide mental health crisis intervention services through the TextForHelp platform in accordance with applicable federal and state laws, regulations, and professional standards, including but not limited to: Ensuring all clinicians providing services maintain current and appropriate licenses in Georgia, verifying credentials of all clinicians prior to their engagement, implementing and maintaining clinical protocols and standards of care for crisis intervention, conducting regular quality assurance reviews of clinical services, managing clinical documentation in compliance with applicable laws and professional standards, providing 24/7 clinical coverage to respond to incoming messages within defined response time parameters.

Community Impact: To address mental health and substance use issues for middle and high school students within the Fulton County School District.

Department Recommendation: The Department of Behavioral Health and Developmental Disabilities recommends approval.

Project Implications: None

Community Issues/Concerns: none

Department Issues/Concerns: none

Fiscal Impact / Funding Source

Funding Line 1:

100-755-8226-1113

MEMORANDUM OF UNDERSTANDING WITH WAY SHAPE FORM, INC. FOR A COUNTYWIDE TEXT FOR HELP PROGRAM

This Memorandum of Understanding (“MOU”) is made between **Fulton County, Georgia**, a political subdivision of the State of Georgia (hereinafter, “Fulton County”), by and through its Department of Behavioral Health & Developmental Disabilities (“DBHDD”), and **Way Shape Form, Inc.**, a Florida for-profit corporation (hereinafter, “Way Shape Form”) with its principal place of business at 3206 W. River Cove Drive, Tampa, Florida 33614. This MOU shall be effective under the provision below specifying its effective date.

Recitals

WHEREAS, to address the opioid crisis in Fulton County, the Board of Commissioners implemented a strategy to develop, implement, evaluate, and sustain a multi-faceted, county-wide effort to prevent opioid abuse, addiction, overdose, and death; and

WHEREAS, in its on-going efforts to combat the opioid crisis, the Fulton County Board of Commissioners on December 21, 2022 (Agenda Item #22-0992) entered into an agreement (hereinafter, “Agreement”) with Linking Efforts Against Drugs (“LEAD”), an Illinois not-for-profit corporation, to implement its TextForHelp.app program, which is now called “TextForHelp” for FY2023; and

WHEREAS, the TextForHelp program allows individuals to send a confidential text message to a dedicated number and receive an immediate response from a licensed mental health professional, which then enables the person sending the text message to conduct a conversation with the professional while maintaining confidentiality during the process;

WHEREAS, a purpose of the TextForHelp program is to offer people wishing to share a concern about themselves or someone else the opportunity to do so, and receive assistance while maintaining confidentiality; and

WHEREAS, the Fulton County agreement with LEAD for TextForHelp was automatically renewed for FY2024 per the terms of the Agreement; and

WHEREAS, Way Shape Form is a for-profit organization that is dedicated to the promotion of healthy family relationships, emotional wellness, and the prevention of alcohol, drug use, and other risky behavior by youth through its efforts in providing parental education, dynamic youth programs, and engagement with key community stakeholders; and

WHEREAS, Way Shape Form has served as the subcontractor managing both the technical and clinical components of the TextforHelp.app for LEAD during FY2023 and FY2024; and

WHEREAS, LEAD is no longer entering into new contracts for TextForHelp, and LEAD’s existing contracts for TextForHelp are being fulfilled by Way Shape Form, with the goal to transition each client directly to Way Shape Form by the end of 2025; and

WHEREAS, one of the components of the Agreement with LEAD was for LEAD to provide Fulton County certain data and reports that are generated by the TextForHelp program so that Fulton County can assess the use of the program by its constituents and its success in assisting in efforts to address the opioid crisis; and

WHEREAS, with the expiration of the Agreement with LEAD, the Board of Commissioners finds it necessary to continue the TextForHelp program in Fulton County and for Way Shape Form to deliver and provide the necessary data and reports generated by the program as well as provide clinical management responsibilities for TextForHelp as set forth herein; and

WHEREAS, the Board of Commissioners may engage the services of a for-profit entity through entering into a contract for services for health and social welfare purposes pursuant to O.C.G.A. § 36-1-19.1 in the form of this MOU; and

WHEREAS, the Board of Commissioners finds that it is in the interest of its citizens' health, safety and welfare to enter into this MOU with Way Shape Form to continue to provide the TextForHelp program and other related services, including clinical management responsibilities for TextForHelp as well as the delivery of necessary data and reports by Way Shape Form to the County generated by the program.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

- 1. TextForHelp Program.** Way Shape Form, in coordination with its technical and mental health partners, shall provide its TextForHelp program in Fulton County, Georgia through a confidential text hotline using a dedicated toll-free number that will only be in used in Fulton County, Georgia. Way Shape Form shall ensure that a system back-up or redundancy is in place to minimize system failure or loss of data.
- 2. Clinical Services.** Way Shape Form shall contract with and oversee qualified clinicians to provide mental health crisis intervention services through the TextForHelp platform in accordance with applicable federal and state laws, regulations, and professional standards, including but not limited to:
 - Ensuring all clinicians providing services maintain current and appropriate licenses in Georgia
 - Verifying credentials of all clinicians prior to their engagement
 - Implementing and maintaining clinical protocols and standards of care for crisis intervention
 - Conducting regular quality assurance reviews of clinical services
 - Managing clinical documentation in compliance with applicable laws and professional standards
 - Providing 24/7 clinical coverage to respond to incoming messages within defined response time parameters
- 3. Program Coordination.** Way Shape Form shall ensure that a designated team member responds to inquiries from Fulton County or its agents within no longer than one (1) hour

of any general inquiry, including, but not limited to any inquiry regarding the delivery of the data or reports required by this MOU. The Way Shape Form team member(s) shall respond to inquiries from Fulton County or its agents within thirty (30) minutes regarding matters pertaining to system operational issues or outages. For purposes of this MOU, the designated Way Shape Form team member that shall serve as the contact person for the inquiries from Fulton County or its agents is Loretta C. Waters, Chief Executive Officer of Way Shape Form, and in her absence or unavailability, Way Shape Form shall identify in writing (and update as necessary) an alternate contact person. Way Shape Form shall provide and update the phone number and email address of the designated member as necessary.

4. **Promotional Efforts; Program Expansion.** At the request of Fulton County, Way Shape Form will assist the Fulton County Department of Behavioral Health & Developmental Disabilities in promoting the TextForHelp program by advertising the number and a series of taglines or keywords, such as “ATL” in communities throughout Fulton County, where possible. To continue the program in an orderly fashion, Way Shape Form will work with Fulton County's Department of Behavioral Health & Developmental Disabilities to expand the program County-wide, subject to resource availability at the time of the program's expansion.
5. **Payment.** In consideration for the satisfactory performance of the services relating to the program described above, Fulton County shall pay Way Shape Form in an amount not to exceed \$23,500.00 annually or as otherwise provided by an amendment to this MOU. The payment in the amount not to exceed \$23,500.00, or as subsequently amended, shall be payable on a quarterly basis during each year. All payments from the County to Way Shape Form are conditioned upon annual appropriation and approval of the agreed upon amount by the Fulton County Board of Commissioners.
6. **Development of Promotional Materials.** To promote the availability of the TextForHelp program, Way Shape Form will work with the Fulton County Department of Behavioral Health & Developmental Disabilities and the Fulton County Schools administration to create promotional materials and a plan to publicize those materials through print and online media.
7. **Periodic Reporting.** On no less than a quarterly basis, and more frequently if technically feasible, Way Shape Form shall produce a written report and deliver the report to the Fulton County Department of Behavioral Health & Developmental Disabilities detailing the following: a. the number of text conversations conducted under each tagline created; b. an overview of the daily frequency of the messages, averaged over time; c. an overview of the hourly frequency of the messages, averaged over time; d. to the extent determinable, demographic statistics on the number of Fulton County students and residents seeking assistance; and e. a breakdown of the general subject matter of the text conversations (e.g.: opioid abuse; depression; suicide; friend substance abuse; abusive relationship; anxious about class; counselor not helping; difficulty with parent; etc.).

8. **Financial Progress Reporting.** Way Shape Form shall produce a written financial report to Fulton County of the money spent under this MOU at the 3-month, 6-month, 9-month and 12-month anniversaries of the MOU's Effective Date, as further defined below. The financial report will provide a breakdown of technology, counseling, marketing, and overhead costs associated with this MOU.
9. **Delivery of Data and Reports; Breach.** Way Shape Form shall promptly deliver to Fulton County all data and reports required by this MOU as set forth in paragraphs 7 and 8 above. The failure of Way Shape Form to deliver the data or reports will constitute a material breach of the MOU from the date that the data or reports were due. If Way Shape Form fails to provide the data or reports within fifteen (15) days from the date in which the breach occurs (the cure period), Fulton County may withhold any future payment due to Way Shape Form until the breach is remedied; however, prior to such withholding the County will make an effort to contact Way Shape Form to discuss the breach and request that same be cured and notify Way Shape Form of the County's intent to withhold payment.
10. **Effective Date; Duration; Termination.** This MOU shall become effective May 1, 2025 (the "Effective Date") and shall continue until December 31, 2025. This MOU shall automatically renew for the next one (1) year term, subject to appropriation funding by Fulton County from any source. If the MOU is not funded for this successive year, the MOU shall terminate immediately. At any time prior to this MOU's anniversary date, either party may terminate this MOU with or without cause by providing the other party 30-days' prior written notice. On termination of this MOU for any reason or by any party, if the service related to the tagline used for this MOU is discontinued, Way Shape Form shall ensure that an automated electronic response shall be generated by Way Shape Form instructing the caller to contact 9-1-1 or some other number that can provide assistive services or provide immediate response to the caller.
11. **Indemnification.** Way Shape Form agrees to indemnify and hold harmless Fulton County, its elected officials, officers, employees, agents and representatives, from and against all claims, including copy right infringement claims, losses, liabilities, judgments, interest and settlements, including reasonable attorneys' fees and expenses, arising out of or relating to the performance of the Program under this MOU by Way Shape Form and its employees, agents and representatives.
12. **Insurance.**
 - a. Way Shape Form shall cause "Fulton County" to be added as additional insured entity to its current Business Owners Policy and its current General Liability Policy, and to update any policies that replace those policies during the term of this MOU.
 - b. Way Shape Form shall provide notice (to the contacts listed below under the Notices provision of this MOU) if either policy is cancelled or changed during the term of this MOU. Such notice shall be given promptly upon Way Shape Form learning of any cancellations or changes.

- c. Way Shape Form shall provide certificates of insurance of its policies, and of the policies of all subcontractors providing counseling services under Way Shape Form's TextForHelp program, to Fulton County prior to the effective date of this MOU.

13. **Notice of Disrupted Service.** Way Shape Form shall notify the Fulton County Department of Behavioral Health & Developmental Disabilities within 24 hours of any disruption in the TextForHelp program, either because of technology issues or issues involving the availability of the response team.
14. **Independent Contractor.** The Parties agree that Way Shape Form is an independent contractor and not an employee or agent of Fulton County. All persons employed by Way Shape Form shall be employees of and paid by Way Shape Form, and neither Way Shape Form nor any persons employed by Way Shape Form will be eligible for health insurance, sick leave, annual leave, pensions, or any other fringe benefit associated with employment with Fulton County. The Parties further agree that neither party shall be liable for any obligations incurred by the other party.
15. **No Third-Party Beneficiaries.** Nothing in this MOU shall be construed to create any third-party beneficiary rights.
16. **Data Privacy and Security.** Way Shape Form acknowledges the highly sensitive nature of text messages sent through the TextForHelp program and agrees to implement the following data privacy and security measures:
 - a) **PII-Free Records:** Way Shape Form shall maintain Personally Identifiable Information-free (PII-free) reports of all TextForHelp conversations. All personally identifiable information shall be removed or made confidential in any records maintained after crisis intervention is complete.
 - b) **Data Minimization:** Way Shape Form shall not store any personal data beyond what is minimally required for technical service fulfillment, such as:
 - i. Telephone numbers for text messaging (stored only for the duration of active conversations)
 - ii. Technical metadata necessary for service delivery
 - iii. No geolocation data, full names, or demographic identifiers will be stored unless required for immediate crisis intervention
 - c) **Data Retention:** Way Shape Form shall maintain PII-free records for no longer than necessary for reporting and quality assurance purposes. Anonymized statistical data may be retained for longer periods.
 - d) **Data Security:** All text messages shall be encrypted in transit and any stored data shall be encrypted at rest using industry-standard encryption methods. Access to any data shall be limited only to authorized personnel with a legitimate need to access such information.
 - e) **HIPAA Compliance:** To the extent applicable, Way Shape Form shall comply with the Health Insurance Portability and Accountability Act (HIPAA) and all other applicable

federal and state privacy laws.

f) **Breach Notification:** Way Shape Form shall notify Fulton County within 24 hours of discovering any breach or suspected breach of data security, unauthorized access, or other privacy incident involving TextForHelp data.

g) **Privacy Policy:** Way Shape Form shall maintain a clear privacy policy that can be shared with users of the TextForHelp service upon request, explaining data collection, use, and protection practices.

17. **Representations and Warranties.** Way Shape Form warrants and represents that any Way Shape Form materials will not infringe any copyright or invade or violate any right of privacy or any other right of any person, firm, or corporation and will not contain any libelous or other unlawful matter. Way Shape Form further represents and warrants that it is authorized to grant end-user licenses and make all necessary modifications to the technology that will be used to carry out this MOU.
18. **Severability.** If any provision of this MOU is unenforceable to any extent, the remainder of this MOU (or application of that provision to any persons or circumstances other than those as to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.
19. **Force Majeure.** If the performance of any part of this MOU by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, fire, riot, judicial or governmental action, labor dispute, act of God or other causes beyond the control of either party, the party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such causes.
20. **Headings.** The captions and headings in this MOU are included for ease of reference only and shall be disregarded in interpreting this MOU.
21. **Waiver.** A waiver of any term or condition of this MOU shall not be deemed a continuing waiver of any such term or condition, or a waiver of any other term or condition. No waiver shall be effective unless agreed to in writing and signed by the Parties to this MOU.
22. **Drafting.** Each party agrees that no presumption or inference shall be made or drawn against the drafters of this MOU.
23. **Successors and Assigns.** This MOU shall be binding upon and shall inure to the benefit of the Parties and each of their respective successors and assigns, provided that Way Shape Form may not assign any right or obligation under this MOU without Fulton County's prior written consent.
24. **Entire Agreement.** This MOU constitutes the entire agreement between the Parties and supersedes all proposals, oral or written, and all other communications between the Parties relating to the subject matter of this MOU. This MOU may not be amended or modified except in writing signed by both Parties.

25. Governing Law; Venue. This MOU shall be governed by Georgia law and venue for all disputes shall be in Fulton County, Georgia.

26. Notices.

Notices under this MOU shall be sent to:

WAY SHAPE FORM, INC.:

Attn: Loretta C. Waters, Way Shape Form, Inc.
3206 W. River Cove Drive
Tampa, Florida 33614

FULTON COUNTY:

Richard "Dick" Anderson County Manager
141 Pryor Street, S.W. Suite 1000
Atlanta, Georgia 30303

Copy to:

Office of the County Attorney
141 Pryor Street, S.W., Suite 4038
Atlanta, Georgia 30303

27. Counterparts. The Parties may sign this MOU in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument. Receipt of a signed agreement by facsimile or electronic mail shall be the same as receipt of a signed original.

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures on the date indicated to signify their acceptance of this MOU between Fulton County, Georgia and Way Shape Form, Inc.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

WAY SHAPE FORM, INC.

By: _____
Loretta C. Waters, Chief Executive Officer

**FULTON COUNTY BOARD OF
COMMISSIONERS**

By: _____
Robert L. Pitts, Chairman

SEAL

ATTEST:

Tonya Grier, Clerk to the Commission

APPROVED AS TO FORM:

Office of the Fulton County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0535

Meeting Date: 7/9/2025

Department

Behavioral Health and Development Disabilities

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

Requesting approval to renew existing contracts - Department of Behavioral Health and Developmental Disabilities, 22RFP0388A-CJC (D), Fulton County Behavioral Health Network with Grady Memorial Hospital d/b/a Grady Health System (Grady) in an amount not to exceed \$12,620,456.89 to expand services to provide full-service operation and management of the Fulton County Behavioral Health Crisis Center (BHCC). This action exercises the second of eight renewal options. Six renewal options remain. Effective upon BOC approval through June 30, 2026.

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

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

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: The County entered into a contract with Grady Memorial Hospital d/b/a Grady Health System (Grady) to provide Behavioral Health Network services, effective January 1, 2023.

The County established the Behavioral Health Network 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. The County received an initial award in the amount of \$5,688,919.00 to provide services from July 1, 2023 to June 30, 2024, during which the Behavioral Health Crisis Center was under construction. An additional renewal request was approved of \$3,792,613.00 to cover services from July 1, 2024 to June 30 2025, for a total contract amount of \$9,481,532. The BHCC has been operating at a reduced capacity, 12 Crisis Stabilization beds and 6 Observation chairs during this time. The department is requesting an increase in spending authority not to exceed \$3,138,924.89, to support the contract renewal. The renewal request for \$12,620,456.89 will maximize capacity at 24 beds and 16 observation chairs from July 1, 2025 through June 30, 2026 (90 day onboarding).

The County amended the contract with Grady to expand services to provide full-service operation and management of the new Fulton County Behavioral Health Crisis Center in order for the County to provide expanded services to help the County drive towards its purpose to establish a countywide provider network.

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).

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: Recommend approval.

Project Implications: None

Community Issues/Concerns: None

Department Issues/Concerns: None

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0016	1/10/2024	\$5,688,919.00
1st Renewal	24-0450	06/26/2024	\$3,792,613.00
2nd Renewal			\$12,620,456.89
Total Revised Amount			\$22,101,988.89

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

Contract Value: \$12,620,456.89

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: \$12,620,456.89 or 100.00%

Subcontractor: N/A

Total Contract Value: \$12,620,456.89 or 100.00%

Total Certified Value: N/A

Exhibits Attached

Exhibit 1: Contract Renewal Agreement
Exhibit 2: Contract Renewal Evaluation Form
Exhibit 3: Performance Evaluation

Contact Information

LaTrina Foster, Director, Behavioral Health and Developmental Disabilities,

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	\$5,688,919.00
Previous Adjustments:	\$3,792,613.00
This Request:	\$12,620,456.89
TOTAL:	\$22,101,988.89

Fiscal Impact / Funding Source

Funding Line 1:

461-755-BHC*: Grants, BHDD, Behavioral Health Crisis Ctr - \$9,481,532.09

Funding Line 2:

100-755- 8226-1160: General, BHDD, Professional Services - \$3,138,924.80

Key Contract Terms	
Start Date: 07/1/2025	End Date: 6/30/2026
Cost Adjustment:	Renewal/Extension Terms: S renewal options remain

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

Report Period Start: **Report Period End:**



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Behavioral Health and Developmental Disabilities

BID/RFP# NUMBER: 22RFP038A-CJC(D)

BID/RFP# TITLE: Fulton County Behavioral Health Network - Operation and
Management of Behavioral Health Crisis Center

ORIGINAL APPROVAL DATE: January 10, 2024

RENEWAL EFFECTIVE DATES: July 1, 2025 through June 30, 2026

RENEWAL OPTION #: 2 of 8

NUMBER OF RENEWAL OPTIONS: 8

RENEWAL AMOUNT: \$12,620,456.89

COMPANY'S NAME: Grady Memorial Hospital d/b/a Grady Health System

ADDRESS: 80 Jesse Hill Drive, SE

CITY: Atlanta

STATE: GA

ZIP: 30303

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA

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

**Robert L. Pitts, Chairman
Fulton County Board of Commissioners**

**John M. Hauptert
Chief Executive Officer**

ATTEST:

ATTEST:

**Tonya R. Grier
Clerk to the Commission**

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**LaTrina Foster, Director
Department of Behavioral Health &
Developmental Disabilities**

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2ND RM: _____ SECOND REGULAR MEETING
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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0483

Meeting Date: 7/9/2025

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

Request approval of a Resolution requiring department heads perform and submit an annual training assessment during the budget preparation process; directing an amendment to Fulton County Personnel Procedure 209-16 "Travel, Training, Parking and automobile allowance/Mileage Reimbursement Policy," and for other purposes. **(Ivory) (HELD ON 6/18/25)**

1 A RESOLUTION REQUIRING DEPARTMENT HEADS PERFORM AND SUBMIT AN
2 ANNUAL TRAINING ASSESSMENT DURING THE BUDGET PREPARATION
3 PROCESS; DIRECTING AN AMENDMENT TO FULTON COUNTY PERSONNEL
4 PROCEDURE 209-16 "TRAVEL, TRAINING, PARKING AND AUTOMOBILE
5 ALLOWANCE / MILEAGE REIMBURSEMENT POLICY"; AND FOR OTHER
6 PURPOSES.

7
8 WHEREAS, the Fulton County Board of Commissioners (the "Board") is the duly
9 elected governing authority of Fulton County, Georgia (the "County"); and

10 WHEREAS, the Board has authority pursuant to the Constitution of the State of
11 Georgia, Article 9, Sec. 2 ¶ 1(a), to adopt reasonable ordinances, resolutions, or
12 regulations relating to the County's affairs for which no provision has been made by
13 general law and which is not inconsistent with the Constitution or any local law applicable
14 thereto; and

15 WHEREAS, the Fulton County Civil Service Act, codified in pertinent part in Fulton
16 County Code Section 34-70(a), charges the County's Chief Human Resources Officer
17 with implementing, devising, publishing, amending, and rescinding detailed personnel
18 policies and regulations for the County upon approval by the Board; and

19 WHEREAS, on October 19, 2016 via Agenda Item 16-0956, the Board approved
20 the adoption of Personnel Policy 209-16: Travel, Training, Parking and Automobile
21 Allowance / Mileage Reimbursement; and

22 WHEREAS, according to Personnel Policy 209-16, the County Manager, in
23 consultation with the Chief Human Resources Officer and the County Attorney, is
24 authorized to establish and modify, as needed, a procedure for implementing Personnel
25 Policy 209-16 approved by the Board; and

1 **WHEREAS**, the County Manager adopted Personnel Procedure 209-16 which was
2 updated on March 26, 2018; and

3 **WHEREAS**, Fulton County Personnel Policy and Procedure 209-16 pertains in
4 part to the approval of training activities for employees and the reimbursement from the
5 County to the employees for reasonable expenses of the training and the travel
6 arrangements that are sometimes necessary for training attendance; and

7 **WHEREAS**, thoughtful planning for such travel and training can ensure that
8 employees' professional certifications are timely renewed; employees are regularly
9 afforded opportunities to grow in their careers and are trained in new and emerging
10 techniques, laws, and processes; departments can take advantage of early bird pricing
11 for travel and training to make the best use of the County's resources; departments can
12 ensure their budget requests for travel and training each year are sufficient to meet the
13 needs of the employees; and departments can avoid unexpected costs for travel and
14 training that may result in budget overruns; and

15 **WHEREAS**, an annual assessment of the training and related travel needs for
16 each department or office that relies on County resources will assist the County Manager,
17 the Finance Department, and the Board with decision-making for each annual budget.

18 **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of
19 Commissioners hereby requires each department head that seeks County resources for
20 training and related travel expenses to perform an annual assessment outlining their
21 department's progress toward their current year's training goals and the training and

1 related travel needs of their department for the upcoming budget year, which shall be
2 submitted to and used by the Board when evaluating the proposed budget for the
3 upcoming budget year.

4 **BE IT FURTHER RESOLVED**, that the Fulton County Board of Commissioners
5 hereby directs the County Manager, in consultation with the Chief Human Resources
6 Officer and the County Attorney, to amend Personnel Procedure 209-16 to reflect the
7 requirement herein and to distribute a finalized procedure to the Board within sixty (60)
8 days of the adoption of this Resolution.

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

12 **SO PASSED AND ADOPTED** this ____ day of _____, 2025.

13 **FULTON COUNTY BOARD OF COMMISSIONERS**

14 **SPONSORED BY:**

15 _____
16 Moraima Ivory, Commissioner (District 4)

17 **ATTEST:**

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

20 **APPROVED AS TO FORM:**

21 _____
22 Y. Soo Jo, County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0536

Meeting Date: 7/9/2025

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

Request approval of a Resolution to improve the safety of the Fulton County Jail by expediting the transfer of funds from the Detention Services Overtime Fund and the Detention Services Staffing Incentive Fund to the budget of the Fulton County Sheriff's Office (FCSO) to aid in the recruitment and retention of Detention Officers; to remove extraneous reporting requirements that have delayed the use of urgently needed funding; and for other purposes. **(Barrett)**

1 **A RESOLUTION TO IMPROVE THE SAFETY OF THE FULTON COUNTY JAIL BY**
2 **EXPEDITING THE TRANSFER OF FUNDS FROM THE DETENTION SERVICES**
3 **OVERTIME FUND AND THE DETENTION SERVICES STAFFING INCENTIVE FUND**
4 **TO THE BUDGET OF THE FULTON COUNTY SHERIFF’S OFFICE (FCSO) TO AID IN**
5 **THE RECRUITMENT AND RETENTION OF DETENTION OFFICERS; TO REMOVE**
6 **EXTRANEOUS REPORTING REQUIREMENTS THAT HAVE DELAYED THE USE OF**
7 **URGENTLY NEEDED FUNDING; AND FOR OTHER PURPOSES.**

8 **WHEREAS**, the Fulton County Jail at Rice Street is now under a Consent Decree
9 for the second time in 20 years for purportedly violating the constitutional rights of the
10 predominantly pre-trial defendants incarcerated there; and

11 **WHEREAS**, following the death of LaShawn Thompson while in custody in the
12 Fulton County Jail in September 2022, the United States Department of Justice (DOJ)
13 initiated a formal investigation into the Fulton County Jail in July 2023; and

14 **WHEREAS**, the DOJ concluded in its final report, delivered in November 2024,
15 that the conditions at the Jail violate the Eighth and Fourteenth Amendments to the U.S.
16 Constitution, the Americans with Disabilities Act, and the Individuals with Disabilities
17 Education Act and stated in its executive summary that the Jail, “fails to adequately
18 protect incarcerated people from the substantial risk of serious harm” due in part to
19 staffing shortages; and

20 **WHEREAS**, the United States of America, Fulton County, and the Fulton County
21 Sheriff entered into a Consent Decree and agreed to a detailed, court-enforceable plan
22 with comprehensive reporting requirements designed to bring the Jail into constitutional
23 compliance; and

24 **WHEREAS** the Consent Decree instructs Fulton County to “make reasonable and
25 adequate provision of resources necessary to enable the Sheriff to perform his duties;”
26 and

27 **WHEREAS**, the 2025 Sheriff's budget provided by the Board of Commissioners
28 (BOC) did not include adequate funding for overtime and hiring incentives for the full year;
29 and

30 **WHEREAS**, on May 7, 2025, the BOC, recognizing the urgent need for overtime
31 pay and hiring incentives at the Fulton County Jail, passed Resolution #25-0360 which
32 created two new funds in Non-Agency that provide the FCSO \$1,796,492.00 per quarter
33 for overtime for detention services and a one-time infusion of \$1 million for activities to
34 recruit and retain detention officers; and

35 **WHEREAS**, prior to voting on Resolution #25-0360, the BOC agreed to significant
36 changes including the dollar amount being allocated and the requirement for who would
37 be eligible for overtime from "employees whose full-time role is the provision of detention
38 services" to "employees providing detention services"; and

39 **WHEREAS**, at the June 4, 2025, BOC meeting, four weeks after Resolution #25-
40 0360 was passed, the County Attorney acknowledged that the resolution had not been
41 finalized or signed and had not been provided to the Sheriff's office who was awaiting the
42 final list of reporting requirements included therein; and

43 **WHEREAS**, on June 6, 2025, the final version of Resolution #25-0360 was
44 uploaded to the online database and revealed that the requirement for the FCSO to
45 provide a "complete roster" and attestation of all staff's full-time roles had become
46 extraneous but had not been removed; and

47 **WHEREAS**, Resolution #25-0360 provides that Detention Services Overtime Fund
48 and the Detention Service Staffing Fund shall be "monitored and reviewed" by the Fulton
49 County Department of Human Resources; and

50 **WHEREAS**, the Fulton County Department of Human Resources is the source of
51 all data regarding employees of Fulton County related to hiring, promotions, terminations,
52 and pay and has the ability to report the number of employees whose full-time role is the
53 provision of detention services, the number of new employees added, the number of
54 employees terminated, the complete roster of Sheriff's Office employees, the specific job
55 titles of each employee, and the principal facility where each employee works; and

56 **WHEREAS**, the Consent Decree provides for staffing oversight at the Jail, and
57 requires a staffing analysis, a recruiting and retention plan, a staffing plan (Section
58 V.C.61-63) as well as quarterly Staffing Updates to be submitted to the court-appointed
59 monitor and the United States on January 15, April 15, July 15, and October 15 (Section
60 V.J.123); and

61 **WHEREAS**, the BOC is committed to working with the FCSO to improve the
62 conditions at the Rice Street Jail and recognizes that the reporting requirements in
63 Resolution #25-0360 have created an unintended roadblock that has led to a delay of
64 over two months in the delivery of urgently needed funding for overtime and staffing
65 incentives; and

66 **WHEREAS**, the BOC has full faith and confidence in County Management's ability
67 to work with the FCSO to review progress, provide reporting to the BOC, and to release
68 the quarterly funding as intended.

69 **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of
70 Commissioners hereby removes the requirement for the Sheriff to provide a "complete
71 roster of Sheriff's Office employees" and an attestation in order to begin utilizing the
72 "Detention Services Staffing Incentive Fund" and the "Detention Services Overtime Fund".

73 **BE IT FURTHER RESOLVED**, that the Board of Commissioners directs County
74 Management to include an FSCO Staffing Report as a part of the Justice System Update
75 provided in the Fulton County Operations Report.

76 **BE IT FURTHER RESOLVED**, that the Board of Commissioners removes any and
77 all additional reporting required in Resolution #25-0360 and instead requests that the
78 FCSO provide copies of all reports mandated by the Consent Decree to the Board of
79 Commissioners and County Management; and

80 **BE IT FURTHER RESOLVED**, that the Board of Commissioners directs County
81 Management to transfer the \$1 million reserved in Non-Agency for the “Detention
82 Services Staffing Incentive Fund” to the FCSO budget immediately upon the passage and
83 adoption of this resolution so that it may be used as described in Resolution #25-0360;
84 and

85 **BE IT FURTHER RESOLVED**, that the Board of Commissioners directs County
86 Management to transfer \$3,592,984 set aside for quarters 2 and 3 from the “Detention
87 Services Overtime Fund” in Non-Agency to the FCSO budget immediately upon the
88 passage and adoption of this resolution; and

89 **BE IT FURTHER RESOLVED**, that the Board of Commissioners directs County
90 Management to transfer the 4th quarter funding of \$1,796,492 from the “Detention
91 Services Overtime Fund” in Non-Agency to the FCSO budget on October 1st, 2025, upon
92 their verification that the funds previously allocated in this resolution are being spent as
93 intended; and

94 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective when
95 passed and adopted, and that all resolutions and parts of resolutions in conflict with this

96 Resolution are hereby repealed to the extent to the conflict.

97 **PASSED AND ADOPTED**, this _____ day of _____, 2025, in Fulton County,

98 Georgia.

99 **FULTON COUNTY**
100 **BOARD OF COMMISSIONERS**

101
102 **Sponsored by:**

103
104
105 _____
106 Dana Barrett, Commissioner (District 3)

107
108
109 **ATTEST:**

110
111
112
113 _____
114 Tonya R. Grier,
115 Clerk to the Commission

116
117 **APPROVED AS TO FORM:**

118
119
120 _____
121 Y. Soo Jo,
122 County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0537

Meeting Date: 7/9/2025

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

Request approval of a Resolution of the Fulton County Board of Commissioners to decline participation in new projects in the Westside Tax Allocation District; to direct the Tax Commissioner to cease the remittance of the County's tax increments to the Atlanta Development Authority related to the Westside Tax Allocation District; and for other purposes. **(Ellis)**

1 **A RESOLUTION OF THE FULTON COUNTY BOARD OF COMMISSIONERS TO**
2 **DECLINE PARTICIPATION IN NEW PROJECTS IN THE WESTSIDE TAX**
3 **ALLOCATION DISTRICT; TO DIRECT THE TAX COMMISSIONER TO CEASE THE**
4 **REMITTANCE OF THE COUNTY'S TAX INCREMENTS TO THE ATLANTA**
5 **DEVELOPMENT AUTHORITY RELATED TO THE WESTSIDE TAX ALLOCATION**
6 **DISTRICT; AND FOR OTHER PURPOSES.**

7 **WHEREAS**, the Redevelopment Powers Law (O.C.G.A. § 36-44-1 et seq.)
8 authorizes the dedication and use of certain ad valorem tax revenues for redevelopment
9 projects designed to stimulate growth and improve economic and social conditions in
10 blighted neighborhoods designated as tax allocation districts ("TADs"); and

11 **WHEREAS**, the primary mechanism utilized to support redevelopment through the
12 Redevelopment Powers Law is the issuance of bonds, which are secured by the pledge
13 of certain tax contributions from each participating city, county, and/or school system; and

14 **WHEREAS**, these tax contributions consist of the amount of additional tax revenue
15 generated as compared to the original tax revenue received in the TAD after the
16 redevelopment efforts have had a positive effect on property values, and are known as
17 the "positive increments"; and

18 **WHEREAS**, cities, counties, and school systems are empowered but not required
19 to participate in a TAD, and each may specify the conditions for its participation through
20 consenting resolutions or through intergovernmental agreements, which may include
21 limits on the contribution or use of its positive increments; and

22 **WHEREAS**, the Atlanta City Council created the Westside Tax Allocation District
23 ("Westside TAD") through the adoption of its initial resolution twenty-seven (27) years ago
24 on July 6, 1998; and

25 **WHEREAS**, Fulton County initially consented to the inclusion of its positive
26 increments for the Westside TAD conditioned upon (1) the County's right to "review the
27 terms of its participation" after the initial bond origination period ending in 2008, and (2) a
28 limit of twenty-five (25) years for any such bond's maturity (Resolution adopted November

1 18, 1998 at agenda item 98-1452, amended for purposes related to the creation of the
2 World of Coca Cola on July 20, 2005 at agenda item 05-0851); and

3 **WHEREAS**, on December 17, 2008, the County further amended its resolution at
4 agenda item 08-1010 to extend the initial bond origination period through December
5 2018, to set December 31, 2038 as the final date on which the County could consent to
6 the use of its increments, and to provide that “no Fulton County tax increments shall be
7 used (directly or as security for any bonds or other indebtedness) for new projects
8 receiving TAD financing after December 31, 2018 unless and until the Fulton County
9 Board of Commissioners adopts a resolution as to its participation”; and

10 **WHEREAS**, the County has contributed nearly \$96 million to the Westside TAD
11 from its inception through December 31, 2024 in support of the successful creation of
12 affordable housing and business redevelopment in the area; and

13 **WHEREAS**, the Westside TAD special fund has a balance in excess of the amount
14 required to pay the bond debt in full, of which the County’s excess share was
15 approximately \$5.85 million as of April 2024; and

16 **WHEREAS**, the continued payment of the County’s anticipated annual increment
17 of approximately \$9.4 million, based on the existing 2024 millage rate of 8.87, will only
18 continue to increase the accumulation of excess funds in the Westside TAD; and

19 **WHEREAS**, the County must weigh the needs of the Westside TAD against the
20 needs of all its citizens as it considers the best use of taxpayer dollars; and

21 **WHEREAS**, the County finds that it is in the best interest of its citizens to utilize
22 the full tax revenue from the Westside TAD for critical services that more directly benefit
23 all citizens; and

24 **WHEREAS**, funding these critical services that benefit all County citizens
25 necessitates that the County decline further participation in the Westside TAD and
26 withhold consent for any and all future projects in the Westside TAD; and

1 **WHEREAS**, pursuant to the 2008 Fulton County resolution at agenda item 08-
2 1010, the effect of the County withholding consent for all future projects is that the
3 County's increments may not be used directly or as security for indebtedness by the City,
4 thereby rendering the ongoing remittance of those increments to the City unusable and
5 unnecessary; and

6 **WHEREAS**, the cessation of County increments to the Westside TAD will help
7 avoid unnecessary increases to County property tax rates.

8 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of
9 Fulton County, Georgia, that Paragraph 1 of Resolution 98-1452, as amended by
10 Resolutions 05-0851 and 08-1010, is hereby further amended as follows:

- 11 **1.** That the Board of Commissioners of Fulton County, Georgia, as permitted by
12 the Redevelopment Powers Law, does hereby consent, for the Initial
13 Origination Period through and including December 31, 2018, to the inclusion
14 of Fulton County ad valorem taxes in the computation of the tax allocation
15 increment for the Atlanta Tax Allocation District Number One – Westside,
16 provided that projects financed after December 31, 1018, shall be subject to
17 review by the County regarding the terms of its participation in the
18 redevelopment efforts of the Atlanta Tax Allocation District Number One –
19 Westside, and no Fulton County tax increments shall be used (directly or as
20 security for any bonds or other indebtedness) for new projects receiving TAD
21 financing after December 31, 2018 unless and until the Fulton County Board
22 of Commissioners adopts a resolution as to its participation, and provided
23 that unless otherwise resolved, the Board of Commissioners does not
24 consent to new projects after July 9, 2025 or to the use or remittance of Fulton
25 County tax increments from the County to the City after July 9, 2025. Thus,
26 Fulton County tax increments shall not be remitted by the Tax Commissioner
27 unless a resolution consenting to new projects and the use of Fulton County
28 tax increments for the Atlanta Tax Allocation District Number One – Westside
29 is approved by the Board of Commissioners. In no event shall the County's
30 consent or use of County tax increments extend beyond December 31, 2038.

BE IT FINALLY RESOLVED, that, except as provided in this Resolution, all provisions of the County Resolution shall remain in full force and effect.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County,
Georgia, this 9th day of July, 2025.

SPONSORED BY:

Bob Ellis, Vice Chair (District 2)

Khadijah Abdur-Rahman, Commissioner (District 6)

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.: 25-0540

Meeting Date: 7/9/2025

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

Discussion: Non-working escalators and repair status **(Ivory)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0541

Meeting Date: 7/9/2025

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

Discussion: Outstanding water bill from City of Atlanta **(Pitts)**