

FULTON COUNTY BOARD OF COMMISSIONERS

REGULAR MEETING

February 3, 2021

10:00 AM



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



AGENDA

CALL TO ORDER: Chairman Robert L. Pitts

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

Robert L. Pitts, Chairman (At-Large)

Liz Hausmann, Commissioner (District 1)

Bob Ellis, Commissioner (District 2)

Lee Morris, Commissioner (District 3)

Natalie Hall, Vice Chair (District 4)

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

Khadijah Abdur-Rahman, Commissioner (District 6)

INVOCATION: Reverend Clifton Dawkins, Jr., County Chaplain

PLEDGE OF ALLEGIANCE: Recite in unison

ANNOUNCEMENTS

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

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

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

CONSENT AGENDA**21-0077 Board of Commissioners**

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

21-0078 Board of Commissioners

Proclamations for Spreading on the Minutes

Proclamation recognizing "Joan Jones Appreciation Day." (**Hausmann**)
December 31, 2020

Proclamation recognizing "Hank Aaron Remembrance Day." (**Hall/BOC**)
January 22, 2021

Proclamation recognizing "Linda Porter Remembrance Day." (**Abdur-Rahman**) January 29, 2021

Commissioners' District Board Appointments**21-0079 Board of Commissioners**

COMMISSION ON ELDER AFFAIRS

Term = Shall end at the end of the term of the appointing District Commissioner

Term below expired: 12/31/2020
Lithangia Robinson-Murray (**Darnell**)

Commissioner Abdur-Rahman has nominated Jill Lindsey for a District appointment to a term ending December 31, 2024.

21-0080 Board of Commissioners

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ALLOCATION PROCESS
CITIZEN REVIEW PANEL

Term = 2 years

Term below expired: 12/31/2019
Keisha Kent Sawyer (**Darnell**)

Term below expired: 12/31/2020
Gail Sutton (**Carn**)

Commissioner Abdur-Rahman has nominated Mary Jordan for a District appointment to a term ending December 31, 2022 and Keisha Kent Sawyer for a District reappointment for a term ending December 31, 2021.

21-0081 Board of Commissioners

FULTON COUNTY BOARD OF ZONING APPEALS

Term = Coincides with that of the District Commissioner who appoints them

Term below expired: 12/31/2020
Jack P. Longino (**Carn**)

Commissioner Abdur-Rahman has nominated Trevor Cason for a District appointment to a term ending December 31, 2024.

21-0082 Board of Commissioners

FULTON COUNTY HOMELESS CONTINUUM OF CARE (CoC)

Term = 2 years

Terms below expired: 12/31/2020
Devin Barrington-Ward (**Hall**)
Barbara McKee (**Carn**)

Vice Chair Hall has nominated Devin Barrington-Ward for a District reappointment to a term ending December 31, 2022.

Commissioner Abdur-Rahman has nominated Michael Daniels for a District appointment to a term ending December 31, 2022.

21-0083 Board of Commissioners

FULTON COUNTY CITIZENS COMMISSION ON THE ENVIRONMENT

Term = 4 Years

Term below expired: 12/31/2020

K. Rashid Nuri (**Hall**)

Vice Chair Hall has nominated K. Rashid Nuri for a District reappointment to a term ending December 31, 2024.

21-0084 Board of Commissioners

LIBRARY BOARD OF TRUSTEES

Term = Each member of the board of trustees appointed by a member of the board of commissioners shall serve at the pleasure of the appointing member of the Board of Commissioners and for the same term as the Commissioner making such appointment.

Term below expired: 12/31/2020

Phyllis Bailey (**Darnell/Carn**)

Commissioner Abdur-Rahman has nominated Marjorie L. Kimbrough for a District appointment to a term ending December 31, 2024.

21-0085 Board of Commissioners

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

Term = 4 years

Terms below expired: 12/31/2020

Robert W. Miller (**Morris**)

Sandra DeShields-Hightower (**Carn**)

Commissioner Morris has nominated Rick Shackelford to a District appointment to a term ending December 31, 2024.

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

Open & Responsible Government**21-0086 Real Estate and Asset Management**

Request approval of a Resolution approving an Easement Agreement between Fulton County, Georgia, a political subdivision of the State of Georgia, and the Georgia Power Company for the purpose of relocating onsite utility service equipment at the Roswell Neighborhood Senior Center; to authorize the Chairman to execute an Easement Agreement and related documents; to authorize the County Attorney to approve as to form and make modifications as necessary prior to execution.

21-0087 Finance

Request approval of a Resolution confirming final numbers concerning Water And Sewerage Revenue Refunding Bond, Series 2020b.

Arts and Libraries**21-0088 Arts and Culture**

Request approval to extend an existing contract to June 30, 2021 with Erik Carlson to a create site-specific, original work of public art for Central Library in the amount of \$109,100.00 with \$10,365.00 yet to be invoiced. Effective dates: February 1, 2021 - June 30, 2021.

Justice and Safety**21-0089 Police**

Request approval of a revenue generating contract - Police Department, Bid # 20ITB127435B-YJ, Wrecker Towing Services with anticipated revenue in the amount of \$36,000.00 with S & W Services of Atlanta, Inc. (Atlanta, GA) to provide wrecker towing services for the Fulton County Police Department upon execution of the contract through December 31, 2021 with two (2) renewal options.

21-0090 Police

Request approval of a contract - Fulton County Police Department, Police Physical Agility Testing Site in the amount of \$1080.00 for entire year at \$90.00 per session and once a month for 12 months with Renaissance Church of Christ, South Fulton, GA 30349, to provide usage of their gymnasium facility to perform new police officer's recruitment physical agility testing. The contract period will be from January 1, 2021 through December 31, 2021.

REGULAR MEETING AGENDA**21-0091 Board of Commissioners**

Adoption of the Regular Meeting Agenda.

21-0092 Clerk to the Commission

Ratification of Minutes.

Regular Meeting Minutes, January 6, 2021

Recess Meeting Post Agenda Minutes, January 20, 2021

21-0093 Board of Commissioners

Presentation of Proclamations and Certificates

Proclamation recognizing "Captain Andrea Hall Appreciation Day." (**Abdur-Rahman**)

Proclamation recognizing "National Black College Alumni Hall of Fame Appreciation Day." (**Abdur-Rahman**)

PUBLIC HEARINGS**21-0094 Board of Commissioners**

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

Speakers will be granted up to two minutes each. Members of the public will not be allowed to yield or donate time to other speakers. The Public Comment portion of the meeting will not exceed 30 minutes at the Regular Meeting, nor will this portion exceed thirty minutes at the Recess Meeting. Those who could not speak during Public Comment will be allowed to speak first at a subsequent Board meeting. For more information or to arrange a speaking date, contact the Clerk's Office.

COUNTY MANAGER'S ITEMS**Open & Responsible Government****21-0095 County Manager**

Presentation of COVID-19 Operational Response Update.

21-0096 Purchasing and Contract Compliance

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

21-0097 Information Technology

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

21-0098 Real Estate and Asset Management

Request approval of a change order greater than 10% - Department of Real Estate and Asset Management, RFP#19RFP070819K-DB, Fulton County Justice Center Tower Repairs & Alterations to the Exterior Façade, with Metro Waterproofing, Inc. (Scottdale, GA) in the amount of \$237,864.00, to modify the existing Scope of Work to provide exterior repairs, caulking/sealant replacement and pressure washing cleaning of the Peachtree, Pryor, and a portion of Mitchell Street elevations of the Fulton County Government Center Complex located at 141 Pryor Street, Atlanta, GA 30303. Effective for a period of 183 calendar days upon issuance of Notice to Proceed.

Health and Human Services**21-0099 Public Works**

Request approval of the lowest responsible bidder - Department of Public Works, 20ITBC101020A-CJC, Water Meters in the amount of \$750,000.00 with Delta Municipal Supply Company (Lawrenceville, GA), to provide water meters. Effective upon execution of contract through December 31, 2021 with two renewal options.

21-0100 Public Works

Request approval of the lowest responsible bidder - Department of Public Works, 20ITB112420A-FB, Emergency Sewage Cleanup Services in the amount of \$101,890.00 with American Property Restoration (Atlanta, GA), to provide emergency sewage cleanup services. Effective upon execution of contract through December 31, 2021 with two renewal options.

Justice and Safety**21-0101 Superior Court Administration**

Request approval of a recommended proposal - Superior Court Administration, 20RFP100920A-CJC Legal Services for Fulton Courts Justice Resource Center in the amount of \$205,380.00 with Atlanta Legal Aid Society, Inc. to provide legal assistance and services to citizens upon execution of contract through December 31, 2021, with two renewal options.

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

Request approval of a Resolution pursuant to O.C.G.A. s 15-16-20(a)(3) and amending Resolution No. 98-0166 to establish a new local salary supplement for the Fulton County Sheriff. **(Arrington)**

(MOTION TO APPROVE FAILED ON 1/20/21)

Commissioners' Full Board Appointments**21-0102 Board of Commissioners**

DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES REGIONAL ADVISORY COUNCIL

Term = 3 years (No more than two consecutive terms)

Term below expired: 8/1/2011

Vacant **(Member 2)**

Commissioner Abdur-Rahman has nominated Elizabeth K. Bolton-Harris (Member 2) for a Full Board appointment to a term ending August 1, 2023.

21-0103 Board of Commissioners

ADMINISTRATIVE COMMITTEE OF THE FULTON COUNTY DEFINED CONTRIBUTION PLAN

Term = 1 Year

Terms below expired: 12/31/2020

Commissioner Joe Carn **(Position #3/BOC)**

Commissioner Lee Morris **(Position #1/BOC)**

Chairman Pitts has nominated Commissioner Abdur-Rahman (Position #3/BOC) for a Full Board appointment and Commissioner Morris (Position #1/BOC) for a Full Board reappointment to a term ending December 31, 2021.

21-0104 Board of Commissioners
AUDIT COMMITTEE

Term = 2 years

Terms below expired: 12/31/2020

Phillip Wayne Hurd (**BOC – Citizen**)
Commissioner Bob Ellis (**BOC - Commissioner**)
Commissioner Lee Morris (**BOC - Commissioner**)

Commissioner Ellis has nominated Jay Small (BOC-Citizen) for a Full Board appointment to a term ending December 31, 2022.

Chairman Pitts has nominated Commissioner Ellis (BOC-Commissioner 2) and Commissioner Morris (BOC-Commissioner 1) for Full Board reappointments to terms ending December 31, 2022.

21-0105 Board of Commissioners
BOARD OF TRUSTEES OF THE FULTON COUNTY EMPLOYEES' RETIREMENT SYSTEM

Term = 1 Year

Terms below expired: 12/31/2020

Commissioner Joe Carn (**Position #2**)
Commissioner Lee Morris (**#1 – Chairman or designee**)

Chairman Pitts has nominated Commissioner Abdur-Rahman (Position #2) for a Full Board appointment and Commissioner Morris for a Full Board reappointment (#1 – Chairman or designee) to terms ending December 31, 2021.

COUNTY MANAGER'S PRESENTATION AND DISCUSSION ITEMS

Open & Responsible Government

21-0107 External Affairs
Update of 2021 Legislative Agenda.

EXECUTIVE SESSION

21-0106 **Board of Commissioners**

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

ADJOURNMENT



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0077

Meeting Date: 2/3/2021



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0078

Meeting Date: 2/3/2021

Requested Action (*Identify appropriate Action or Motion, purpose, cost, timeframe, etc.*)
Proclamations for Spreading on the Minutes

Proclamation recognizing "Joan Jones Appreciation Day." (Hausmann)
December 31, 2020

Proclamation recognizing "Hank Aaron Remembrance Day." (Hall/BOC)
January 22, 2021

Proclamation recognizing "Linda Porter Remembrance Day." (Abdur-Rahman)
January 29, 2021



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0079

Meeting Date: 2/3/2021



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0080

Meeting Date: 2/3/2021



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0081

Meeting Date: 2/3/2021



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0082

Meeting Date: 2/3/2021



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0083

Meeting Date: 2/3/2021



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0084

Meeting Date: 2/3/2021



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0085

Meeting Date: 2/3/2021



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0086

Meeting Date: 2/3/2021

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

Request approval of a resolution approving an Easement Agreement between Fulton County, Georgia, a political subdivision of the State of Georgia, and the Georgia Power Company for the purpose of relocating onsite utility service equipment at the Roswell Neighborhood Senior Center; to authorize the Chairman to execute an Easement Agreement and related documents; to authorize the County Attorney to approve as to form and make modifications as necessary prior to execution.

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

This Agenda Item is presented pursuant to Fulton County Code § 1-117, which provides that the Board of Commissioners have exclusive control over all County property.

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

Open and Responsible Government

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

Scope of Work: **Scope of Work:** The City of Roswell Department of Transportation desires to replace the existing traffic signal and construct additional lanes of capacity on all approaches, including dual left turn lanes on both Holcomb Bridge Road approaches and the southbound Warsaw Road approach. The planned roadway improvement project will widen Warsaw Road to two lanes in each direction, with a raised median and improved sidewalks along Warsaw Road and Holcomb Bridge Road. The Fulton County Department of Real Estate and Asset Management has been tasked to grant the Georgia Power Company a replacement easement area to relocate an onsite utility service pole and service lines at the Roswell Neighborhood Senior Center located at 1250 Warsaw Road, Roswell, Georgia 30076. In accordance with County Policy the approval of the Fulton County Board of Commissioners is required to convey a real property interest in a County owned real property.

Community Impact: Planned roadway improvements along Warsaw Road at the Roswell Neighborhood Senior Center will have a positive impact for all county patrons that visit and utilize this senior facility and is consistent with the County initiative that all people trust government is efficient, effective and fiscally sound.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of the Easement Agreement between Fulton County and the Georgia Power Company for the purpose of relocating an onsite utility service pole and service lines to the Roswell Neighborhood Senior Center.

Project Implications: Planned relocations of the onsite service pole and utility service lines are necessary for the continued operations of the senior services facility.

Community Issues/Concerns: None

Department Issues/Concerns: None

1 **RESOLUTION APPROVING AN EASEMENT AGREEMENT BETWEEN FULTON**
2 **COUNTY, GEORGIA, A POLITICAL SUBDIVISION OF THE STATE OF GEORGIA,**
3 **AND THE GEORGIA POWER COMPANY FOR THE PURPOSE OF RELOCATING**
4 **ONSITE UTILITY SERVICE EQUIPMENT AT THE ROSWELL NEIGHBORHOOD**
5 **SENIOR CENTER; TO AUTHORIZE THE CHAIRMAN TO EXECUTE THE**
6 **EASEMENT AGREEMENT AND RELATED DOCUMENTS; TO AUTHORIZE THE**
7 **COUNTY ATTORNEY TO APPROVE THE EASEMENT AGREEMENT AND RELATED**
8 **DOCUMENTS AS TO FORM AND TO MAKE NECESSARY MODIFICATIONS**
9 **THEREOF PRIOR TO EXECUTION; AND FOR OTHER PURPOSES.**

10 **WHEREAS**, Fulton County, Georgia (“Fulton County”) is a political subdivision of
11 the State of Georgia, existing as such under and by the Constitution, statutes, and laws
12 of the State; and

14 **WHEREAS**, the Fulton County Department of Senior Services operates senior
15 centers throughout Fulton County which offer a wide array of programming for older
16 adults, with these centers include both Neighborhood Senior Centers and Senior
17 Multipurpose Facilities; and

18 **WHEREAS**, the City of Roswell Department of Transportation desires to replace
19 the existing traffic signal and construct additional lanes of capacity on approaches,
20 including dual left turn lanes, at Holcomb Bridge Road and southbound Warsaw Road;
21 and

22 **WHEREAS**, the planned road improvement project will widen Warsaw Road to
23 two lanes in each direction, with a raised median and improve the sidewalks on both
24 sides of the roadway, and require the acquisition of right of way and permanent
25 construction easements on Warsaw Road; and

26 **WHEREAS**, it has been determined by the Georgia Power Company and the
27 Fulton County Department of Real Estate and Asset Management that a new utility
28 easement will be required to relocate service lines and the onsite service pole prior to
29 completing the plan roadway improvements; and

1 **WHEREAS**, the Fulton County Department of Real Estate and Asset
2 Management recommends approval for the granting of a utility easement to the Georgia
3 Power Company at 1250 Warsaw Road, Roswell, Georgia 30076, formally known as
4 the Roswell Neighborhood Senior Center, in Fulton County, Georgia, located in the 1st
5 District and 2nd Section of Land Lots 524 & 525 and more particularly described in
6 Exhibit "A", attached hereto; and

7 **WHEREAS**, Fulton County is authorized pursuant to O.C.G.A. § 32-3-3 to
8 donate, transfer or devise property to the Georgia Power Company that is suitable for
9 present or future public utility purposes.

10 **NOW THEREFORE BE IT RESOLVED**, that the Board of Commissioners of
11 Fulton County, Georgia, hereby approves of the conveyance of utility easement from
12 Fulton County, Georgia to the Georgia Power Company, as more particularly described
13 in Exhibit "A" attached hereto.

14 **BE IT FURTHER RESOLVED**, that the Chairman of Fulton County Board of
15 Commissioners is authorized and directed to execute and deliver a utility easement
16 agreement and other necessary and related documents to the Georgia Power Company
17 to complete the transfer of the real property rights.

18 **BE IT FURTHER RESOLVED** that prior to execution of any documents, the
19 County Attorney shall approve any and all documents as to form and make any
20 necessary modifications thereto to protect Fulton County's interests.

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

24 **SO PASSED AND ADOPTED**, this _____ day of _____ 2021.
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**FULTON COUNTY BOARD OF
COMMISSIONERS:**

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

11 **ATTEST:**

12
13
14 Tonya Grier, Clerk to the Commission
15 **APPROVED AS TO FORM:**

16
17
18
19 Patrise Perkins-Hooker
20 County Attorney

After recording, return to:
Georgia Power Company
Attn: Land Acquisition (Recording)
241 Ralph McGill Blvd NE
Bin 10151
Atlanta, GA 30308-3374

PROJECT 2020010064 LETTER FILE DEED FILE MAP FILE
ACCOUNT NUMBER 69596-VBS-0-JD00L6-0-0-89200500-0
NAME OF LINE/PROJECT: PI # L6833 BIG CREEK PKWY WARSAW ROAD FM CRESTA CT (FULTON
COUNTY) DISTRIBUTION LINE

PARCEL NUMBER 011

E A S E M E N T

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, FULTON COUNTY (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing Address is 141 Pryor St SW # 7000, Atlanta, GA 30303-3466, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to go in, upon, along, across, under and through the Property (as defined below) for the purposes described herein.

The "Property" is defined as that certain tract of land owned by the Undersigned at 1250 WARSAW RD, ROSWELL, GA 30076 (Tax Parcel ID No. 12 219005240909) in Land Lot 524, 525 of the 1 District of Fulton County, Georgia.

The "Easement Area" is defined as any portion of the Property located (a) within fifteen (15) feet of the centerline of the overhead distribution line(s) as installed in the approximate location(s) shown on "Exhibit A" attached hereto and made a part hereof, (b) within ten (10) feet of the centerline of the underground distribution line(s) as installed in the approximate location(s) shown on "Exhibit A," and (c) within ten (10) feet from each side of any related above-ground equipment and facilities, including without limitation cubicles, transformers and service pedestals, as installed in the approximate location(s) shown in "Exhibit A."

The rights granted herein include and embrace the right of the Company to construct, operate, maintain, repair, renew and rebuild continuously upon and under the Easement Area its lines for transmitting electric current with poles,

PARCEL 011 NAME OF PI # L6833 BIG CREEK PKWY WARSAW ROAD FM CRESTA
LINE/PROJECT: CT (FULTON COUNTY) DISTRIBUTION LINE

wires, transformers, service pedestals, anchors, guy wires and other necessary apparatus, fixtures, and appliances; the right to attach communication facilities and related apparatus, fixtures, and appliances to said poles; the right to stretch communication or other lines within the Easement Area; the right to permit the attachment of the cables, lines, wires, apparatus, fixtures, and appliances of any other company or person to said poles for electrical, communication or other purposes; the right to assign this Easement in whole or in part; the right at all times to enter upon the Easement Area for the purpose of inspecting said lines and/or making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; the right to cut, trim, remove, clear and keep clear of said overhead or underground lines, transformers, fixtures, and appliances all trees and other obstructions that may in the opinion of the Company now or hereafter in any way interfere or be likely to interfere with the proper maintenance and operation of said overhead or underground lines, transformers, fixtures, and appliances; the right of ingress and egress over the Property to and from the Easement Area; and the right to install and maintain electrical and communication lines and facilities to existing and future structure(s) within the Easement Area under the easement terms provided herein. Any timber cut on the Easement Area by or for the Company shall remain the property of the owner of said timber.

The Undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

The Company shall not be liable for or bound by any statement, agreement or understanding not herein expressed.

[Signature(s) on Following Page(s)]

PARCEL 011 NAME OF PI # L6833 BIG CREEK PKWY WARSAW ROAD FM CRESTA
LINE/PROJECT: CT (FULTON COUNTY) DISTRIBUTION LINE

IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their
Hand (s) and seal(s), this _____ day of _____, 2020;

Signed, sealed and delivered this _____ day of _____, 2020 in the presence of: **Fulton County, a political subdivision of the State of Georgia**

By:_____

Witness

Robert L. Pitts, Chairman

Fulton County Board of Commissioners

Notary Public

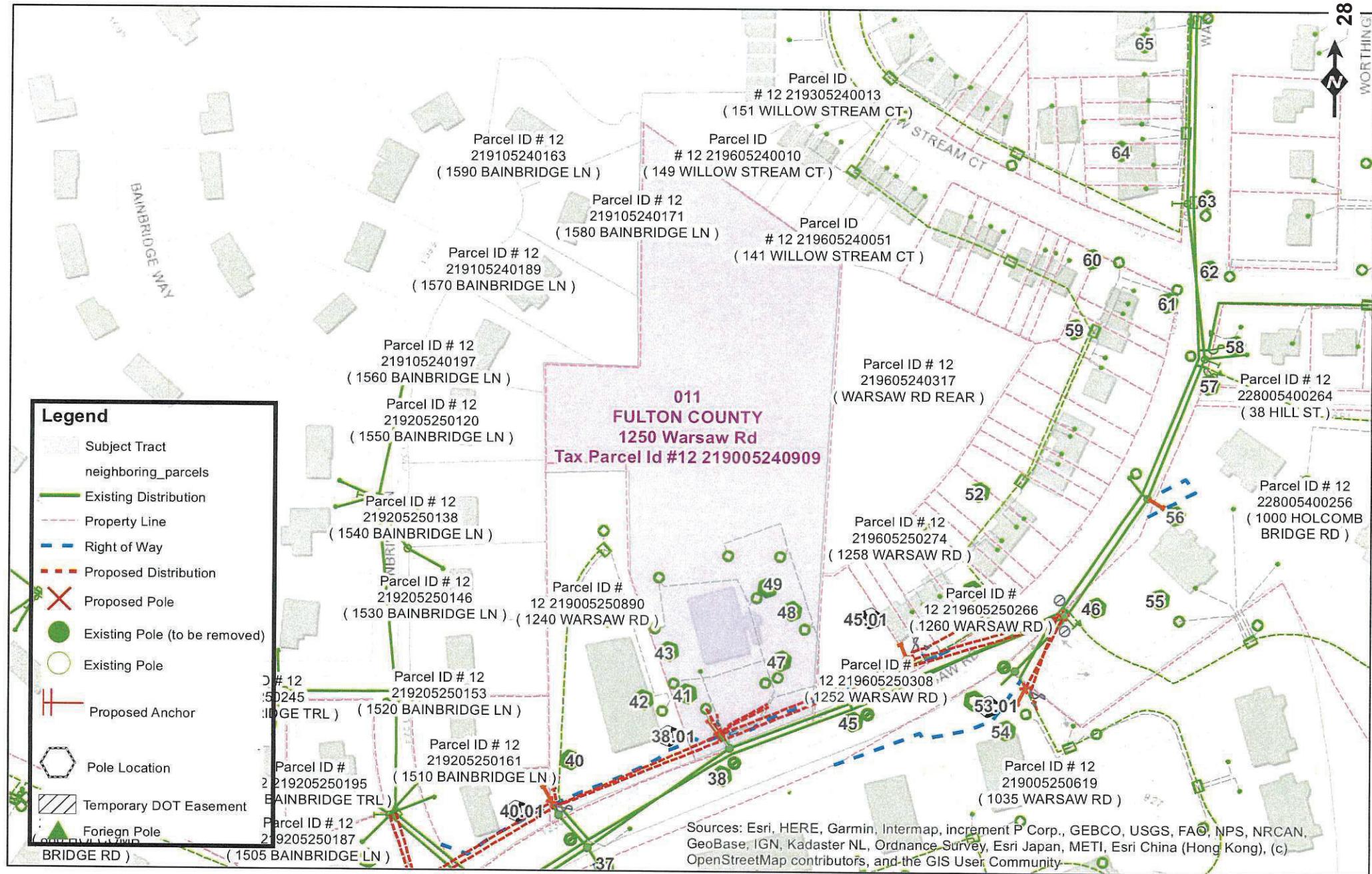
Attest:_____
Tonya Grier,
Interim Clerk to the Commission

[Notarial Seal]

APPROVED AS TO FORM

This _____ day of _____, 2020.

County Attorney



Land Engineering

Prepare Date: 2/14/2020

Exhibit A

PARCEL 011

MAP NOT TO SCALE
Structure and line locations based on Pre-Engineering
data and subject to change.

0 80 160 320
Feet

**PI # L6833 BIG CREEK PKWY WARSAW ROAD
FM CRESTA CT
(FULTON COUNTY)
DISTRIBUTION LINE
LIMS # 2020010064**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0087

Meeting Date: 2/3/2021

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

Request approval of a Resolution confirming final numbers concerning Water And Sewerage Revenue Refunding Bond, Series 2020b

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

Section 1.150-2 Treasury Regulations, 26 CFR § 1.150-2.

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

Open and Responsible Government

Summary & Background

Finance recommends confirmation of the final pricing of the 2020B Water and Sewerage revenue refunding bonds.

Scope of Work: The Board of Commissioners approved Agenda item 20-0211, March 18, 2020 to authorize the issuance of the 2020B Series Water and Sewerage Revenue Refunding Bonds to refinance the existing 2011 Water and Sewerage Revenue Refunding bond in order to obtain debt service savings due to lower current interest rates. The Series 2020B bonds were priced to TD Bank, N.A. at a final interest rate of 1.04%, which resulted in a total net present value debt service savings of \$20.7 million. This represents a 15.128% debt service savings.

Community Impact: The refinanced 2011 bonds will save the Water and Sewerage System \$20.7 million on a present value basis.

Department Recommendation: Finance recommends approval.

Project Implications: Taking advantage of lower interest costs by refinancing is intended to lower System financial costs and was contemplated in overall cash requirements for the System.

Community Issues/Concerns: None

Department Issues/Concerns: None

**RESOLUTION CONFIRMING FINAL NUMBERS CONCERNING WATER AND
SEWERAGE REVENUE REFUNDING BOND, SERIES 2020B**

A RESOLUTION OF FULTON COUNTY, GEORGIA (THE “COUNTY”) HEREINAFTER REFERRED TO AS THE “RESOLUTION” RELATING TO THE ISSUANCE OF ITS WATER AND SEWERAGE REVENUE REFUNDING BOND, SERIES 2020B (THE “SERIES 2020B BOND”), RATIFYING, CONFIRMING AND APPROVING THE FINAL PRICING OF SUCH SERIES 2020B BOND; AND FOR OTHER PURPOSES.

Adopted on February 3, 2021

WHEREAS, Fulton County, Georgia (the “County”) owns and operates a water and sewerage system (the “System”); and

WHEREAS, the Board of Commissioners of Fulton County (the “Board of Commissioners”) has heretofore adopted, on June 17, 1998, that certain Amended and Restated Master Bond Resolution (the “Original Master Bond Resolution”), as previously supplemented and amended from time to time, including, without limitation, as supplemented and amended by that certain (Series 2020) Parity Bond Resolution (the “2020A/B Parity Bond Resolution”) adopted on March 18, 2020, and that certain Supplemental (Series 2020B) Parity Bond Resolution adopted on July 8, 2020 (the “Series 2020B Pricing Resolution,” and together with 2020A/B Parity Bond Resolution are collectively, the “Series 2020B Bond Resolution”), which, among other things, authorized the issuance and delivery of the County’s Water and Sewerage Revenue Refunding Bond, Series 2020B (the “Series 2020B Bond”); and

WHEREAS, consistent with the foregoing, the County previously sold the Series 2020B Bond to TD Bank, N.A., the initial purchaser thereof, at the final interest rate of 1.04%, in an aggregate principal amount of \$120,364,000, resulting in a total debt service savings of \$20,723,346.69 (reflecting a 15.128% debt service savings when compared to the refunded Water and Sewerage Revenue Refunding Bonds, Series 2011); and

WHEREAS, the Board of Commissioners hereby confirms, ratifies and approves, in all respects, among other things: (a) the Series 2020B Bond Resolution, as supplemented and amended by this Resolution; and (b) the final pricing terms attached hereto as Schedule I.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF FULTON COUNTY, GEORGIA, as follows:

Section 1. Adoption of the Recitals; Confirmation of the Final Pricing Terms for the Series 2020B Bond. The County hereby confirms, ratifies and approves the Recitals set forth above and in the 2020B Bond Resolution as if such Recitals were set forth in this Section 1.

The County hereby further confirms, ratifies and approves the final principal terms of the Series 2020B Bond, as set forth in Schedule I attached hereto and by this reference made a part

hereof, which terms are within the parameters established in the 2020A/B Parity Bond Resolution.

Section 2. Ratification and Incorporation. Except as provided above, which final pricing terms supplement and amend the Series 2020B Pricing Resolution, all terms and provisions of the Series 2020B Bond Resolution are hereby ratified and incorporated herein.

Section 3. Actions Ratified, Confirmed and Approved. It is hereby ratified, confirmed and approved that all acts and doings of the officers, employees or agents of the County whether done before, on or after the date of this Resolution, which are in conformity with the purposes and intents of the Series 2020B Pricing Resolution, the 2020A/B Parity Bond Resolution and the Master Bond Resolution shall be, and the same hereby are, in all respects ratified, confirmed and approved, including, without limitation, the execution and delivery of the Series 2020B Bond, and any and all other documents, agreements, instruments and certificates executed and delivered in connection with the closing on the issuance and sale of the Series 2020B Bond as contemplated by the Series 2020A/B Bond Resolution.

Section 4. Severability of Invalid Provisions. If any one or more of the agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way affect the validity of any of the other agreements and provisions hereof.

Section 5. Conflicts. All resolutions or parts thereof of the County in conflict with the provisions herein contained are, to the extent of such conflict, hereby amended, superseded and repealed; but solely as and to the extent of any such conflict.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Section 6. Effective Date. This Resolution shall take effect immediately upon its adoption.

ADOPTED this 3rd day of February, 2021.

FULTON COUNTY, GEORGIA

By: _____
Robert L. Pitts, Chairman

(SEAL)

ATTEST:

By: _____
Tonya Grier, Clerk to the Board of Commissioners

APPROVED AS TO FORM:

By: _____
Kaye Burwell, Interim County Attorney

CLERK'S CERTIFICATE

The undersigned Clerk of the Board of Commissioners of Fulton County **DOES HEREBY CERTIFY** that the foregoing pages of typewritten matter pertaining to its Water and Sewerage Revenue Bond, Series 2020B (the “Series 2020B Bond”), constitute a true and correct copy of the Resolution adopted February 3, 2021, by a majority of the commissioners of the County in a meeting duly called and assembled, which was open to the public and at which a quorum was present and acting throughout, and that the original of said Resolution appears on record in the Minute Book of the County which is in the undersigned’s custody and control.

WITNESS my hand and seal of Fulton County, Georgia, this the 3rd day of February, 2021.

Tonya Grier, Clerk Board of Commissioners

(SEAL)

SCHEDULE I

\$120,364,000
FULTON COUNTY, GEORGIA
WATER AND SEWERAGE REVENUE REFUNDING BOND,
SERIES 2020B

Purchaser: TD Bank, N.A.

Purchase Price: \$120,364,000

Final Interest Rate: 1.04%

Cost of Issuance Fund Deposit from Bond Proceeds: \$175,192.66

Final Deposit to Escrow Fund from Bond Proceeds: \$120,188,807.34

Final Principal Payment Schedule:

Principal: Annual principal/mandatory redemption payments on each January 1, commencing January 1, 2022 and ending January 1, 2028.

Mandatory Redemption Date <u>(January 1)</u>	Mandatory Redemption <u>Amount</u>
2022	\$ 19,585,000.00
2023	19,718,000.00
2024	19,914,000.00
2025	15,050,000.00
2026	15,207,000.00
2027	15,365,000.00
2028*	15,525,000.00
	<hr/> \$120,364,000.00

*Final maturity



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0088

Meeting Date: 2/3/2021

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

Request approval to extend an existing contract to June 30, 2021 with Erik Carlson to a create site-specific, original work of public art for Central Library in the amount of \$109,100.00 with \$10,365.00 yet to be invoiced. Effective dates: February 1, 2021 - June 30, 2021.

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

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

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

Arts and Libraries

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

Scope of Work: On May 1, 2019, the BOC approved the commissioning of a site specific artwork to be installed at Central Library as part of the building's renovation (Item #19-0343). In December 2020, the work was installed, however, due to delays on the Library's construction schedule, the artist was unable to connect to the Library's IT infrastructure.

The artist currently has \$10,365.00 from a \$109,100.00 contract yet to be invoiced.

Community Impact: None.

Department Recommendation: The Department of Arts & Culture is requesting approval to extend the timeline of the scope of work until June 30, 2021 for an existing contract for the design, fabrication and installation of an original work of art at Central Library titled Of, If, And, Like by artist Erik Carlson of Area C Projects.

Project Implications: The contract requires renewing in order to complete the final install.

Community Issues/Concerns: None.

Department Issues/Concerns: None.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0089

Meeting Date: 2/3/2021

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

Request approval of a revenue generating contract - Police Department, 20ITB127435B- YJ, Wrecker Towing Services with S & W Services of Atlanta, Inc. (Atlanta, GA) to provide wrecker towing services for the Fulton County Police Department. This is a revenue generating contract with anticipated revenue in the amount of \$36,000.00. Effective upon approval of the contract through December 31, 2021 with two renewal options.

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

In accordance with Fulton County Purchasing Code Sections 102-373, all competitive sealed bids of \$49,999.99 shall be forwarded to the Board of Commissioners for approval.

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

Justice and Safety

Is this a purchasing item?

Yes

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

The Police Department requests approval of a revenue generating contract to provide wrecker and towing services for the Fulton County Police Department.

Budget Funding Year	Revenue Collected
2019	\$40,265
2020	\$33,830 (as of 12/11/20)
2021	\$36,000 (projected)

Scope of Work: Services under this contract will be rendered from locations within the unincorporated areas of Fulton County; however, in very rare instances and if requested by the Fulton County Police Department, the contractor will be required to also render service from locations within other government jurisdictions.

Community Impact: Failure to timely remove impaired vehicles could lead to traffic concerns.

Department Recommendation: The Police Department recommends approval of this item.

Project Implications: This service is needed to ensure that law enforcement has a towing and wrecker service intact twenty-four hours a day.

Community Issues/Concerns: To eliminate traffic congestion related to impaired vehicles.

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

Contract & Compliance Information:

Contract Value: Revenue Generating
Prime Vendor: S & W Services of Atlanta, Inc.
Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton County

Prime Value: Revenue Generating
Total Contract Value: Revenue Generating
Total M/FBE Value: \$-0-

History of BOC Agenda Item: This is a new procurement.

Fiscal Impact / Funding Source

Funding Line 1:

301-320-3201-3036: South Fulton Sub-District, Police-Administration, Wrecker Service (Revenue Generating)

Funding Line 2:

NA

Funding Line 3:

NA

Funding Line 4:

NA

Funding Line 5:

NA

Key Contract Terms

Start Date: Upon Approval	End Date: 12/31/2021
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Agenda Item No.: 21-0089

Meeting Date: 2/3/2021

Cost Adjustment: NA	Renewal/Extension Terms: Two renewal op
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Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

Report Period Start: **Report Period End:**

7/1/2020

9/30/2020

20TB127435B-YJ Wrecker and Towing Services	VENDOR NAME		VENDOR NAME						
	B & L Wrecker Service, Inc.		S & W Services of Atlanta Inc.						
	ADDRESS		ADDRESS						
	150 Milton Avenue, S.E. Atlanta, Georgia, 30315		2559 JONESBORO RD ATLANTA, Georgia, 30315						
	TELEPHONE: 770-652-1364		TELEPHONE 404-622-8360						
		CONTACT: Robert M Stevenson		CONTACT: Crystal Knight					
	UNIT	QTY	UNIT \$	TOTAL	UNIT \$	TOTAL			
Category I: Vehicles, trucks, and trailers damaged or undamaged with up to and including four (4) wheels. Maximum Chargeable Rates \$175.00. Fixed guaranteed revenues to County: \$ _____ No Less Than \$52.00 per vehicle, truck, trailer.	Job	1	\$ 65.00	\$ 65.00	\$ 62.00	\$ 62.00			
Category II – Vehicles, trucks, and trailer with up to and including six (6) wheels. Maximum Chargeable Rates \$300.00. Fixed guaranteed revenues to County: \$ _____ No Less Than \$78.00 per vehicle, truck, trailer.	Job	1	\$ 88.00	\$ 88.00	\$ 82.00	\$ 82.00			
Category III – Vehicles, trucks, and trailers with greater than six (6) wheels. Maximum Chargeable Rates \$450.00. Fixed guaranteed revenues to County: \$ _____ No Less Than \$95.00 per vehicle, truck, trailer.	Job	1	\$ 105.00	\$ 105.00	\$ 130.00	\$ 130.00			
Category IV-Vehicles and trucks with greater than six (6) wheels (with a trailer). Maximum Chargeable Rates \$850.00. Fixed guaranteed revenues to County: \$ _____ No Less Than \$115.00 per vehicle, truck, trailer.	Job	1	\$ 130.00	\$ 130.00	\$ 255.00	\$ 255.00			
			\$ -	\$ -	\$ -	\$ -			
			\$ -	\$ -	\$ -	\$ -			
			\$ -	\$ -	\$ -	\$ -			
			\$ -	\$ -	\$ -	\$ -			
			\$ -	\$ -	\$ -	\$ -			
			\$ -	\$ -	\$ -	\$ -			
GRAND TOTAL:				\$388.00		\$529.00			

DEPARTMENT OF PURCHASING & CONTACT COMPLIANCE
CONTRACTORS PERFORMANCE REPORT
PROFESSIONAL SERVICES



Report Period From: 07/01/2020 to 09/30/2020

Contract Period: 01/01/20 to 12/31/20

Project Number: _____ Project Description: _____ Wrecker and Towing Service _____

Department: Police Contractor: S&W _____

PO Number: 20124521B-VF PO Date: 10 / 9 / 20

Numeric Ratings

0 – Unsatisfactory Performance – Achieves contact requirements less than 50% of the time; not responsive, effective and/or efficient, unacceptable delay, incompetence; high degree of customer dissatisfaction.

1 – Poor Performance – Achieves contact requirements to 70% of the time. Marginally responsive, effective and efficient, delays require significant adjustments to programs; key employee marginally capable; customers somewhat satisfied.

2. Satisfactory Performance – Achieves contact requirements 80% of the time; generally responsive, effective and/or efficient; delays are excusable and/or results in minor program adjustments; employees are capable and satisfactorily providing service without interventions; customers indicate satisfaction.

3. Good Performance – Achieves contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have no impact on programs/mission; key employees are highly competent and seldom require guidance; customer are highly satisfied.

4. Excellent Performance – Achieves contract requirements 100% of the time. Immediately responsive, highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.

1. Quality of Good/Services (- Adhered to Work Plan – Technical Requirements Met – Reports/Administration Prompt – Personal Assigned)

Rating: 0 1 2 3 4

The contractor provides quality service.

2. Timeliness of Performance (- Were Milestones Met as Scheduled – Displayed Reliability – On Time Completion/No Delays – Efficient Use of Manpower and Resources)

Rating: 0 1 2 3 4

The contractor response time meets requirements. Jobs are completed and scenes are cleared quickly.

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

Rating: 0 1 2 3 4

Proper notification is given if there's a delay in responding to scenes.

4. Customer Satisfaction (- Scope of Services Delivered – Met User Quality Requirements – Met all Industry Standards – Within Budget/Cost Estimate – proper Invoicing)

Rating: 0 1 2 3 4

The contractor has provided satisfactory customer service on scene. Polite and courteous to citizens. All standards have been met.

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

Rating: 0 1 2 3 4

Personnel are helpful and knowledgeable. They are available as needed.

Overall Rating: 4

Would you select/recommend this vendor again (Y/N)? Y

Form Completed by: _____ Lt. Rochelle Alexander _____

Department Head Name: W WASHINGTON YATES

Department Head Signature: W WASHINGTON YATES

Date: 10/29/2020



**FULTON
COUNTY**

INTER-OFFICE MEMORANDUM

DATE: 01/12/2021

TO: Felicia Strong-Whitaker, Director

FROM: W. Wade Yates, Interim Chief of Police

SUBJECT: 20ITB127435B-YJ Wrecker and Towing Services

POLICE HEADQUARTERS • 4701 FULTON INDUSTRIAL BLVD • ATLANTA, GEORGIA 30336 • 404-613-5700 • FAX 404-730-5758

We have reviewed the vendor responses for invitation to bid 20ITB127435B-YJ, Wrecker and Towing Services. Two vendors responded: B & L Wrecker Service, Inc. and S & W Services of Atlanta, Inc. The Police Department recommends that invitation to bid 20ITB127435B-YJ is awarded to S & W Services of Atlanta, Inc. Their bid will generate the highest revenue for the County.

S & W Services of Atlanta, Inc.
2559 Jonesboro Road
Atlanta, Georgia 30315

If you require additional information, please contact Delia Dickerson, Financial Administrator at 404-613-7906.

Thank you.

Department Head (or designee):

By: CTW/kmf

Date: 1-12-21



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0090

Meeting Date: 2/3/2021

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

Request approval of contract - Fulton County Police Department, Police Physical Agility Testing Site in the amount of \$1080 for entire year at \$90 per session and once a month for 12 months with Renaissance Church of Christ, South Fulton, GA 30349, to provide usage of their gymnasium facility to perform new police officer's recruitment physical agility testing. The contract period will be from January 1, 2021 through December 31, 2021.

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

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

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

Justice and Safety

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.)*

Fulton County Police Department requesting approval to use the gymnasium facilities at the Renaissance Church of Christ located at 3675 Butner Road, South Fulton, GA 30349, which is normally used for religious and community activity. User desires to use the facilities gymnasium for the purpose of testing new police officers recruits for the physical agility examinations. The police department will utilize the church's gymnasium, restrooms, and rear foyer and hallway areas. Usage will be one session per month at \$90 at 12 months or annually fee of \$1,080.

Scope of Work: Renaissance Church of Christ located at 3675 Butner Road, South Fulton, GA 30349, agrees to allow the Fulton County Police Department to utilize their gymnasium facilities to conduct new police officers recruit physical agility testing. The areas are restricted to the church's gymnasium, restrooms and rear foyer and hallway areas.

Community Impact: There is no community impact.

Department Recommendation: The Fulton County Police Department recommends usage of the church's facilities.

Project Implications: There is no project implications.

Community Issues/Concerns: There is no community issues and concerns.

Department Issues/Concerns: There is no Fulton County Police Department issues and concerns.

This agreement by and between Renaissance Church of Christ, Inc. ("Owner"), and **[name or entity here]** ("User"), will take effect on the **[Day]** day of **[Month]** and will continue for **[time period or list specific days(s) event will be held, including the year]**.

WHEREAS, Owner owns premises located at 3675 Butner Rd, South Fulton, GA 30349, which is normally used for religious and community activity, and

WHEREAS, User desires to use the area of the facilities for the purpose of **[type a brief description of the purpose of the facilities use]**, and

WHEREAS, Owner has agreed to allow User to use the facilities provided that the following terms and conditions are met:

It is therefore agreed by and between the parties:

1) Owner agrees to let User use the above described premises for the above described purpose on the dates specified. User's use of the facilities is restricted to the following area(s) of the facility:

- **Gymnasium**
- **Restrooms**
- **Rear Foyer**
- **Rear Hallway Areas**

The contact person(s) for Owner is/are **David Bishop and Floyd Williams, and an additional on-site representative of the Renaissance Church of Christ as determined by the Owner** for User to coordinate the details of usage. The contact person for User is **[Type name here]** and is the contact person for Owner to coordinate the details of usage.

2) Fees/Payment/Deposit

a) Fee Agreement. User agrees to pay Owner **Eighty Dollars (\$80.00) per session** for the use of the premises. Fee is due and payable in full upon execution of this agreement.

b) On-Site Staff. User agrees to pay Owner **Ten Dollars (\$10.00) per session** for an on-site staff representative from the Renaissance Church of Christ.

c) Deposit (mark one)

No deposit is required for purposes of this agreement.

User agrees to pay Owner a deposit in the amount of **[Not Applicable]**, which is equal to 50% of the total fee, for the use of the premises upon execution of this agreement. The balance of the fee is due 10 business days prior to the date of the usage of the facility, or is due immediately if the date of the usage of the facility is less than 10 days away.

d) Refunds

Deposits, when applicable, are refundable upon an Owner-initiated cancellation. Barring an Owner cancellation, the deposit is non-refundable.

e) **Payment Options*** – User may pay all fees and deposits using one of the following methods:

- Check or Cashier's Check payable to Renaissance Church of Christ
- Money Order payable to Renaissance Church of Christ
- Electronic Payment Portal – [Payment Portal Link](https://www.eservicepayments.com/cgi-bin/Vanco_ver3.vps?appver3=Fi1giPL8kwX_Oe1AO50jRnq04vLW4VNvyAp8yBpK9EfHO3iVYxvxxhHjRfLOeq662EvVVAEjqawDomKT1pboudcRdWxHS2CPPcJBURyuzYg=). If for some reason the Payment Portal Link does not work, cut and paste this URL into your browser's address bar:

***Cash transactions are not accepted.**

- 3) User agrees that it will not use the premises for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the above described facilities.
- 4) User agrees that it will not use the premises for any purpose that is contrary to the mission, purpose or belief of the Owner, which is a biblically based religious institution.
- 5) User agrees to abide by any rules or regulations for the use of the premises that are attached to this agreement.
- 6) User agrees that it is solely responsible to implement appropriate screening and supervision procedures to protect children, youth, and vulnerable adults attending user's function at the above described facilities.
- 7) User Promises
 - a) **Organizational Users.** User promises and warrants that it is self-insured. The User will provide confirmation of self-insurance to the Owner at least fourteen (14) days, where applicable, prior to the date upon which the User begins to use the above described premises.
 - b) **Individual Users.** User promises and warrants that User will obtain signed **Activity Participation Agreements** (either provided by or acceptable to Owner) from each participant in the activity. If the participants are minors, User will obtain the signature of at least one parent or legal guardian on each Activity Participation Agreement.
- 8) User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which User will use, including entrances and exits.
- 9) User agrees to conduct a visual inspection of the premises, including entrances and exits, prior to each use, and warrants that the premises will be used only if it is in a safe condition.
- 10) This agreement may be cancelled unilaterally by either party with 14 days written notice to the other party.
 - a) In the event that Owner must cancel this agreement, User will be entitled to any deposit User has paid. However, in no event will Owner be liable to User for any lost profits or incidental, indirect, special, or consequential damages arising out of User's inability to use the above described premises, even if Owner has been advised of the possibility of such damages.
- 11) User agrees that it will not assign any of its rights under this agreement to any other entity or person, and any such assignment will void this agreement at the sole option of the Owner.
- 12) Any dispute or controversy arising out of or relating to any interpretation, construction, performance, termination or breach of this Agreement, will be settled by final and binding arbitration by a single arbitrator to be held in Atlanta, Georgia, in accordance with the American Arbitration Association national rules for

resolution of employment disputes then in effect, except as provided herein. The arbitrator selected shall have the authority to grant any party all remedies otherwise available by law, including injunctions, but shall not have the power to grant any remedy that would not be available in a state or federal court. The arbitrator shall have the authority to hear and rule on dispositive motions (such as motions for summary adjudication or summary judgment). The arbitrator shall have the powers granted by Georgia law and the rules of the American Arbitration Association which conducts the arbitration, except as modified or limited herein.

- 13) This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.
- 14) This Agreement shall be governed in all respects by the laws of the State of Georgia as they apply to agreements entered into and to be performed entirely within Georgia between Georgia residents, without regard to conflict of law provisions. User agrees that any claim or dispute User may have against Renaissance Church of Christ, Inc. must be resolved by a court located in Fulton County, Georgia, except as otherwise agreed by the parties or as described in Paragraph 13 above. User agrees to submit to the personal jurisdiction of the courts located within Fulton County, Georgia for the purpose of litigating all such claims or disputes.

Dated this _____ day of _____, 20____.

Authorized Signatures for Renaissance Church of Christ:

Floyd Williams - Renaissance Church of Christ, Inc. (Owner)

Robert Wilson – Renaissance Church of Christ (Owner)

I. David Logan – Renaissance Church of Christ (Owner)

Authorized User Signature

User Printed Name



RENAISSANCE
Church of Christ
COVID-19 Liability Release Waiver

The Centers for Disease Control and Prevention (CDC) in conjunction with the World Health Organization (WHO) has declared the novel Coronavirus (COVID-19) a worldwide pandemic. Due to its capacity to transmit from person-to-person through respiratory droplets, the government has set recommendations, guidelines, and some prohibitions to which the **Renaissance Church of Christ** adheres.

In consideration of my participation in the foregoing, the undersigned acknowledge and agree to the following:

1. I am aware of the existence of the risk on my physical appearance to the venue and my participation to the activity at the **Renaissance Church of Christ** that may cause injury or illness such as, but not limited to Influenza, MRSA, or COVID-19 that may lead to paralysis or death.
2. I have not experienced symptoms that of fever, fatigue, difficulty in breathing, or dry cough or exhibiting any other symptoms relating to COVID-19 or any communicable disease within the last 10 days.
3. I have not, nor any member(s) of my household, traveled by sea or by air, internationally within the past 30 days.
4. I have not been, nor any member(s) of my household, diagnosed to be infected with the COVID-19 virus within the last 14 days.

Following the pronouncements above, I hereby declare the following:

1. I am fully and personally responsible for my own safety and actions while and during my participation and I recognize that I may be in any case be at risk of contracting COVID-19.
2. With full knowledge of the risks involved, I hereby release, waive, discharge the **Renaissance Church of Christ**, its board, officers, independent contractors, affiliates, employees, representatives, successors, and assigns from any and all liabilities, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, or death, that may be sustained by me related to COVID-19 while participating in any activity while in, on, or around the premises or while using the facilities that may lead to unintentional exposure or harm due to COVID-19.
3. I agree to indemnify, defend, and hold harmless the **Renaissance Church of Christ** from and against any and all costs, expenses, damages, lawsuits, and/or liabilities or claims arising whether directly or indirectly from or related to any and all claims made by or against any of the released party due to injury, loss, or death from or related to COVID-19.

By signing below I acknowledge that I have read the foregoing COVID-19 Liability Release Waiver and understand its contents; that I am at least eighteen (18) years old and fully competent to give my consent; that I have been sufficiently informed of the risks involved and give my voluntary consent in signing it as my own free act and deed; that I give my voluntary consent in signing this COVID-19 Liability Release Waiver as my own free act and deed with full intention to be bound by the same, and free from any inducement or representation.

This waiver will remain effective until laws and mandates relevant to COVID-19 are lifted.

First Name _____

Last Name _____

Phone Number _____

Email _____

Signature _____

Date Signed _____



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0091

Meeting Date: 2/3/2021



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0092

Meeting Date: 2/3/2021



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0093

Meeting Date: 2/3/2021

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

Presentation of Proclamations and Certificates

Proclamation recognizing "Captain Andrea Hall Appreciation Day." (Abdur-Rahman)

Proclamation recognizing "National Black College Alumni Hall of Fame Appreciation Day." (Abdur-Rahman)



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0094

Meeting Date: 2/3/2021



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0095

Meeting Date: 2/3/2021

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

Presentation of COVID-19 Operational Response Update.

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

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

Open and Responsible Government



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0096

Meeting Date: 2/3/2021

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

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

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

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

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

Open and Responsible Government

Is this a purchasing item?

Yes

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

Scope of Work: Attached is a list of emergency procurements for the County for the period 1/9/2021 through 1/22/2021.

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

Not Applicable

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

Exhibit 1: List of County Emergency Procurements

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

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

Joseph N. Davis, Director, DREAM, (404) 612-3772

Contract Attached

No

Previous Contracts

No

Total Contract Value

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

Grant Information Summary

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

Fiscal Impact / Funding Source

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

FULTON COUNTY EMERGENCY PROCUREMENTS 1/9/2021 - 1/22/2021

Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Source	Amount
1/11/2021	On-going COVID-19 Sanitization Services for Fulton County Facilities as needed	AFCEMA/DREAM	Full Circle Restoration	COVID-19	\$200,000.00
1/11/2021	On-going COVID-19 Sanitization Services for Fulton County Facilities as needed	AFCEMA/DREAM	CRM Services LLC	COVID-19	\$200,000.00
1/11/2021	On-going COVID-19 Sanitization Services for Fulton County Facilities as needed	AFCEMA/DREAM	Belfor USA	COVID-19	\$200,000.00
1/19/2021	Plexiglass installation for E911 workstations	E911	Watson Furniture Group, Inc	COVID-19	\$5,286.00
			TOTAL		\$605,286.00

1/11/2021	Repair of Locking Controls at the Fulton County Jail	DREAM	Cornerstone Detention Products, Inc.	DREAM	\$20,000.00
			TOTAL		\$20,000.00

GRAND TOTAL

\$625,286.00



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0097

Meeting Date: 2/3/2021

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

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

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

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

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

Open and Responsible Government

Is this a purchasing item?

Yes

Summary & Background

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

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

Department Recommendation: Information Technology recommends approval.

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

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

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

Contract Modification

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

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

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

(A.)

Contract Value: **\$1,758,460.00**

Prime Vendor: **Dell Marketing, LP**

Prime Status: **Non-Minority**

Location: **Round Rock, TX**

County: **Williamson County**

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

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

(B.)

Contract Value: **\$300,000.00**

Prime Vendor: **CDW Government, LLC**

Prime Status: **Non-Minority**

Location: **Vernon Hills, IL**

County: **Jefferson County**

Prime Value: **\$300,000 or 100.00%**

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

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

Grand Contract Value: **\$2,058,460.00 or 100.00%**

Grand M/FBE Value: **\$-0-**

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

Exhibit 1: Contractor's Performance Reports

Exhibit 2: Contract Renewal Agreement Forms

Exhibit 3: Contract Renewal Evaluation

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

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

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount: **\$2,325,000.0**

Previous Adjustments: **\$875,000.00**

This Request: **\$2,058,460.00**

TOTAL: **\$5,258,460.00**

Grant Information Summary

Amount Requested:

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

Match Required:

Start Date:

End Date:

Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

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

Funding Line 2:

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

Funding Line 3:

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

Funding Line 4:

Click here to enter text.

Funding Line 5:

Click here to enter text.

Key Contract Terms

Start Date: Upon BOC Approval	End Date: 12/31/2021
Cost Adjustment: \$2,058,460.00	Renewal/Extension Terms: Renewal 1 of 2

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

Report Period Start: **Report Period End:**

10/1/2020

12/31/2020

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT
GOODS AND COMMODITIES SERVICES

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

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

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

<input type="radio"/> 0	Comments:
<input type="radio"/> 1	The quality of the Dell Desktops and Laptops meet and exceed County Specifications with a 5 year warranty. If there are any issues with the equipment up delivery or in field services are addressed in a timely manner that also exceeds the County expectations.
<input type="radio"/> 2	
<input type="radio"/> 3	
<input checked="" type="radio"/> 4	

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

<input type="radio"/> 0	Comments:
<input type="radio"/> 1	Dell has consistently met the requirements for delivery and warranty support. Warranty repairs are completed within 2 business days. If the equipment can not be repaired it is replaced under warranty.
<input type="radio"/> 2	
<input type="radio"/> 3	
<input checked="" type="radio"/> 4	

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

<input type="radio"/> 0	Comments:
<input type="radio"/> 1	Dell continues to prompt responses to inquiries for quotes and service issues.
<input type="radio"/> 2	
<input checked="" type="radio"/> 3	
<input type="radio"/> 4	

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

- 0
- 1
- 2
- 3
- 4

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

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

- 0
- 1
- 2
- 3
- 4

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

Overall Performance Rating: 3.8

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

- Yes
- No

Rating completed by:

Natasha.Rosser

Department Head Name

Department Head Signature

Date

Glenn Melendez



1/11/2021

Glenn Melendez (Jan 11, 2021 11:57 EST)

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT
GOODS AND COMMODITIES SERVICES

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

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

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

0
 1
 2
 3
 4

Comments:

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

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

0
 1
 2
 3
 4

Comments:

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

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

0
 1
 2
 3
 4

Comments:

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

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

0
 1
 2
 3
 4

Comments:

Quality expectations concerning budgets/ invoicing have exceeded expectations.

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

0
 1
 2
 3
 4

Comments:

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

Overall Performance Rating: 3.8

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

Yes No

Rating completed by:

Natasha.Rosser

Department Head Name	Department Head Signature	Date
Glenn Melendez	 Glenn Melendez (Jan 11, 2021 11:57 EST)	1/11/2021



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Information Technology

BID/RFP# NUMBER: 19ITBC05212019K-DB

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

ORIGINAL APPROVAL DATE: September 4, 2019

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

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$ 1,758,460.00

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

ADDRESS: One Dell Way

CITY: Round Rock

STATE: Texas

ZIP: 78682

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications for Bid/RFP# 19ITBC05212019K-DB.
(Person signing must have signature authority for the company/corporation)

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

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

ATTEST:

_____ **NOTARY PUBLIC:** _____

TITLE: _____ **COUNTY:** _____

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

FULTON COUNTY, GEORGIA

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

ATTEST:

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

SEAL (Affix)

DEPARTMENT AUTHORIZES RENEWAL OPTION ON THE AFOREMENTIONED BID/RFP:

DEPARTMENT HEAD: Glenn Melendez (Print)

DEPARTMENT HEAD SIGNATURE: _____ **DATE** _____

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

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Information Technology

BID/RFP# NUMBER: 19ITBC05212019K-DB

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

ORIGINAL APPROVAL DATE: September 4, 2019

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

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$ 300,000.00

COMPANY'S NAME: CDW Government

ADDRESS: 230 N Milwaukee Ave

CITY: Vernon Hills

STATE: Illinois

ZIP: 60061

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications for Bid/RFP# 19ITBC05212019K-DB.
(Person signing must have signature authority for the company/corporation)

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

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

ATTEST:

_____ **NOTARY PUBLIC:** _____

TITLE: _____ **COUNTY:** _____

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

FULTON COUNTY, GEORGIA

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

ATTEST:

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

SEAL (Affix)

DEPARTMENT AUTHORIZES RENEWAL OPTION ON THE AFOREMENTIONED BID/RFP:

DEPARTMENT HEAD: Glenn Melendez (Print)

DEPARTMENT HEAD SIGNATURE: _____ **DATE** _____

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

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

Instructions:

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

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

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

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

Internet search of pricing for same product or service:

Date of search: [Click here to enter a date.](#)

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

Different features / Conditions: [Click here to enter text.](#)

Percent difference between internet price and renewal price: [Click here to enter text.](#)

Explanation / Notes:

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

Market Survey of other jurisdictions:

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

Explanation / Notes:

Click here to enter text.

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

Click here to enter text.

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

2019 2,060,825

2020 500,000

4. Does the renewal option include an adjustment for inflation? Yes No
(Information can be obtained from CPI index)

Was it part of the initial contract?

Yes No

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

Percent difference between past purchase price and renewal price: [Click here to enter text.](#)

Explanation / Notes:

[Click here to enter text.](#)

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

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

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

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

Sherri McNair

January 22, 2021

Prepared by

Date

Glenn Melendez

January 22, 2021

Department Head

Date

Contract Renewal Evaluation Form

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

Instructions:

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

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

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

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

Internet search of pricing for same product or service:

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

Explanation / Notes:

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

Market Survey of other jurisdictions:

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

Explanation / Notes:

Click here to enter text.

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

Click here to enter text.

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

2019 264,175

2020 375,000

4. Does the renewal option include an adjustment for inflation? Yes No
(Information can be obtained from CPI index)

Was it part of the initial contract?

Yes No

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

Percent difference between past purchase price and renewal price: [Click here to enter text.](#)

Explanation / Notes:

[Click here to enter text.](#)

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

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

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

[Click here to enter text.](#)

Sherri McNair

January 22, 2021

Prepared by

Date

Glenn Melendez

January 22, 2021

Department Head

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0098

Meeting Date: 2/3/2021

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

Request approval of change order greater than 10% - Department of Real Estate and Asset Management, 19RFP070819K-DB, Fulton County Justice Center Tower Repairs & Alterations to the Exterior Façade with Metro Waterproofing, Inc. (Scottdale, GA) in the amount of \$237,864.00 to modify the existing scope of work to provide exterior repairs, caulking/sealant replacement and pressure washing cleaning of the Peachtree, Pryor, and a portion of Mitchell Street elevations of the Fulton County Government Center Complex located at 141 Pryor Street, Atlanta, GA 30303. Effective upon issuance of Notice to Proceed for an additional 183 calendar days.

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

Scope of Work: The Contractor is to furnish all materials, labor, tools, equipment and appurtenances necessary to provide exterior repairs, caulking/sealant replacement and pressure washing cleaning of the Peachtree, Pryor, and a portion of Mitchell Street elevations of the Fulton County Government Center Complex located at 141 Pryor Street, Atlanta, GA 30303.

The Scope of Work includes but not limited to:

and replace sealants in stone to stone joints, stone to window/louver frame
wet seal window units at designated locations
designated areas of façade stone to remove surface

* Remove joints, and
* Pressure wash limited contaminants

The Change Order base cost is \$237,864.00 (sealant- \$179,784.00 + pressure wash- \$58,080.00 = \$237,864.00). This Change Order represents approximately sixteen percent (16%) of the original Contract amount of \$1,518,198.00 to the existing Fulton County Justice Center Tower (JCT) Repairs & Alterations to the Exterior Façade Project Contract.

Community Impact: This effort and impact is necessary to restore designated, existing facilities, economically and efficiently, to a condition which is fully functional to meet the long-term space and service needs of the community and employees of Fulton County.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval. The Contractor will work in collaboration with the Department of Real Estate and Asset Management, Project Management Team.

Project Implications: This Change Order intent is to immediately provide and restore exterior repairs of various elevations of these designated areas of the Peachtree, Pryor and portion of Mitchell Streets of the Fulton County Government Center Complex, to a condition which is fully functional to meet the long-term service needs of the constituents and employees.

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

Department Issues/Concerns: If this Change Order is not approved, the County does not have the capacity, or the expertise, to perform the exterior repairs, caulking/sealant replacement and pressure washing cleaning of the Peachtree, Pryor, and a portion of Mitchell Street elevations of the Fulton County Government Center Complex.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	19-0973	11/20/19	\$1,518,198.00
Change Order No.1			\$237,864.00
Total Revised Amount			\$1,756,062.00

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

Contract Value: **\$237,864.00**
 Prime Vendor: **Metro Waterproofing, Inc.**
 Prime Status: **Non-Minority**
 Location: **Scottdale, GA**

County: DeKalb County
Prime Value: \$235,485.36 or 99.00%

Subcontractor: Nova Engineering
Subcontractor Status: Non-Minority
Location: Kennesaw, GA
County: Cobb County
Contract Value: \$2,378.64 or 1.00%

Total Contract Value: \$237,864.00 or 100.00%
Total M/FBE Value: \$-0-

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

Exhibit 1: Change Order No.1 to Form of Contract
Exhibit 2: Change Order Proposal
Exhibit 3: Contractor's Performance Memo

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$1,518,198.00
Previous Adjustments: \$0.00
This Request: \$237,864.00
TOTAL: \$1,756,062.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

533-520-5200-K020: FCURA-2019, Real Estate and Asset Management, Assembly Hall - \$237,864.00

Funding Line 2:

Click here to enter text.

Funding Line 3:

Click here to enter text.

Funding Line 4:

Click here to enter text.

Funding Line 5:

Click here to enter text.

Key Contract Terms	
Start Date: 12/17/2019	End Date: 365 calendar days from NTP
Cost Adjustment: Click here to enter text.	Renewal/Extension Terms: C here to enter text.

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

Report Period Start: Report Period End:

Click here to enter a date. Click here to enter a date.

CHANGE ORDER NO. #1 TO FORM OF CONTRACT

Contractor: **Metro Waterproofing, Inc.**

Contract No. **#19RFP070819K-DB, Fulton County Justice Center Tower Repair & Alterations to the Exterior Façade**

Address: **2935 Alcove Drive**
City, State **Scottdale, GA 30079**

Telephone: **(404) 292-8013**

Facsimile or: **myron.bullock@metrowp.com**
E-mail address

Contact: **Myron E. Bullock,
Vice President**

WITNESSETH

WHEREAS, Fulton County ("County") entered into a Contract with **Metro Waterproofing, Inc.** to provide/perform Repairs and Alterations to the Exterior Façade at the Fulton County Justice Center Tower, dated December 17, 2019, on behalf of the **Department of Real Estate and Asset Management**; and

WHEREAS, the purpose of this Change Order is required to make modification to the existing Scope of Work to provide exterior repairs, caulking/sealant replacement and pressure washing cleaning of the Peachtree, Pryor, and a portion of Mitchell Street elevations of the Fulton County Government Center Complex located at 141 Pryor Street, Atlanta, GA 30303; and

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

WHEREAS, this Change Order #1 was approved by the Fulton County Board of Commissioners on **February 17, 2021, BOC Item #21-** .

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

This Change Order No. 1 to Form of Contract is effective as of the 17th day of February, 2021, between the County and **Metro Waterproofing, Inc.**, who agree that all Services specified will be performed by in accordance with this Change Order No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** Modify existing Scope of Work to furnish all materials, labor, tools, equipment and appurtenances necessary to

provide exterior repairs, caulking/sealant replacement and pressure washing cleaning of the Peachtree, Pryor, and a portion of Mitchell Street elevations of the Fulton County Government Center Complex located at 141 Pryor Street, Atlanta, GA 30303.

The Scope of Work includes but not limited to:

- Remove and replace sealants in stone to stone joints, stone to window/louver frame joints, and wet seal window units at designated locations
- Pressure wash limited designated areas of façade stone to remove surface contaminants

The estimated time to complete the required upgrade and replacement is 183 calendar days upon receipt of Notice to Proceed and Purchase Order with lead time of materials and equipment.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed **\$237,864.00** (Two Hundred and Thirty Seven Thousand, Eight Hundred and Sixty Four Dollars and Zero Cents).
3. **LIABILITY OF COUNTY:** This Change Order 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 County Manager, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF CHANGE ORDER NO. 1 TO FORM OF CONTRACT:** Except as modified by this Change Order 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 and Asset
Management

CONTRACTOR:

METRO WATERPROOFING, INC.

Myron E. Bullock,
Vice President

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____	ITEM#: _____ RM: _____
RECESS MEETING	

ITEM#: _____ RCS: _____	ITEM#: _____ RM: _____
REGULAR MEETING	

PROPOSAL

METRO WATERPROOFING, INC.
2935 ALCOVE DRIVE
SCOTTDALE, GA 30079
PHONE 404-292-8013
FAX 404-292-0270

DATE:

December 1, 2020

PROJECT:

**FCGC – Exterior Repairs at Pryor Street, Pryor Street ‘B’, and Peachtree Street Elevation
Limited Sealant Replacement and Limited Pressure Washing**

We hereby submit specifications and estimates for:

Sealants – remove and replace sealants in stone to stone joints, stone to window/louver frame joints, and wet seal window units at designated locations.

\$ 179,784.00

Pressure wash limited designated areas of façade stone to remove surface contaminants.

\$ 58,080.00

Notes: 1. See attached plan for limits of work.
2. See attached proposals for cost breakdown.
3. Stone sealant to be DowSil 756 and wet seal sealant to be DowSil 795.
4. Manufacturer's standard sealant colors only.

We propose hereby to furnish material and labor complete in accordance with above specifications for the sum of:

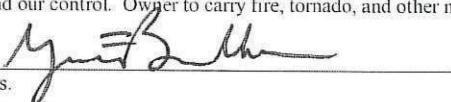
Two Hundred Thirty Seven Thousand Eight Hundred Sixty Four ----- dollars (\$ 237,864.00)

Payment to be made as follows: **Invoice in full 30 days**

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 the above specifications involving extra costs will be executed only upon written authorization and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workmen are fully covered by Workmen's Compensation Insurance.

Respectfully Submitted, Myron E. Bullock

This proposal may be withdrawn if not accepted within 60 days.



Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted.
Metro Waterproofing, Inc. is authorized to perform the work as described. Payment will be made as outlined above.

Name _____ Signature _____ Date _____
FCGC Pryor Pryor B and Peachtree Elevation Limited Sealant Replacement and PW 12 01 20

PW = Pressure Wash C/S = Caulk/Sealant

Google Maps



Imagery ©2020 Google, Map data ©2020, Map data ©2020 50 ft

PEACHTREE &
ASSEMBLY/ENTRY PLAZA -
(PEACHTREE/PRYOR) C/S &
PW Funded with Change Order
\$237,864.00

PARTIAL PSB (MITCHELL) -
C/S & PW Funded
w/Contingency \$51,937

**PARTIAL PSB & ASSEMBLY
(MITCHELL) - NOT
INCLUDED**

TOWER
(PEACHTREE/MLK/PRYOR)
ELEVATIONS - NOT INCLUDED



INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM 

DATE: January 7, 2021

SUBJECT: Contractor's Performance Report – Metro Waterproofing Inc.

The Contractor listed below have not received an evaluation due to the project is still in progress. Once services have been rendered/or project completed, then a complete performance evaluation will be done by the Department representative (Project Manager):

PROJECT: Fulton County Justice Center Tower Repair & Alterations to the Exterior Façade

PROJECT NO.: 19RFP070819K-DB

CONTRACTOR: Metro Waterproofing, Inc.
2935 Alcove Drive
Scottdale, GA 30079

POC: Mr. Myron E. Bullock, Vice President

PHONE: (404) 292-8013

EMAIL: myron.bullock@metrowp.com

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

JD/BM/haj

C: Bill Mason, Facilities Project Manager, DREAM



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0099

Meeting Date: 2/3/2021

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

Request approval of lowest responsible bidder - Department of Public Works, 20ITBC101020A-CJC, Water Meters in the amount of \$750,000.00 with Delta Municipal Supply Company (Lawrenceville, GA), to provide water meters. Effective upon execution of contract through December 31, 2021 with two renewal options.

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

In accordance with Purchasing Code Section 102-373, all competitive sealed bids of more than \$49,999.99 shall be forwarded to the Board of Commissioners for approval.

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

Health and Human Services

Is this a purchasing item?

Yes

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

Scope of Work: The contract provides the water meters to be installed at new water service connections and for repairs and replacement of current service locations.

Community Impact: Failure to procure/ maintain these items in stock can negatively impact the operational support the Water Services Division has to install water meters in a timely manner. Subsequent negative constituent or client health and billing issues can ensue if not procured efficiently.

Department Recommendation: The Department of Public Works recommends approval of lowest responsible bidder to Delta Municipal Supply Company with two renewal options.

Project Implications: The efficient procurement of water meters are necessary to ensure accurate billing of water consumption for all water system customers.

Community Issues/Concerns: No issues/concerns have been raised by constituents or clients regarding this agenda item.

Department Issues/Concerns: The Department has no issues/concerns regarding this agenda item.

History of BOC Agenda Item: New Procurement

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

Contract Value: **\$750,000.00**

Prime Vendor: **Delta Municipal Supply Co.**
Prime Status: **Non-Minority**
Location: **Lawrenceville, GA**
County: **Gwinnett County**
Prime Value: **\$750,000.00 or 100%**

Subcontractor: **None**

Total Contract Value: **\$750,000.00 or 100%**
Total M/FBE Value: **\$-0-**

Exhibits Attached

Exhibit 1: Bid Tabulation Sheet
Exhibit 2: Contractor Performance Report
Exhibit 3: Recommendation Award Memo

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

Nick Ammons, Deputy Director, Public Works, 404-612-7530

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: **\$0.00**
Previous Adjustments: **\$0.00**
This Request: **\$750,000.00**
TOTAL: **\$750,000.00**

Grant Information Summary

Amount Requested: **.** Cash
Match Required: **.** In-Kind

Start Date: Approval to Award
End Date: Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5453-1450: Water & Sewer R & E, Public Works, Maintenance Supplies - \$500,000.00

Funding Line 2:

203-540-5400-W046: Water & Sewer R & E, Public Works, Water Meter Replacements - \$250,000.00

Funding Line 3:

Funding Line 4:

Funding Line 5:

Key Contract Terms	
Start Date: 1/20/2021	End Date: 12/31/2021
Cost Adjustment: .	Renewal/Extension Terms: Two renewal op

Overall Contractor Performance Rating: 4.0

Would you select/recommend this vendor again?

Yes

Report Period Start: 6/30/2020 **Report Period End:** 9/30/2020

VENDOR NAME	VENDOR NAME	VENDOR NAME	TITAN UNLIMITED, LLC		KENDALL SUPPLY		DELTA MUNICIPAL SUPPLY COMPANY	
			ADDRESS		ADDRESS		ADDRESS	
			TELEPHONE:		TELEPHONE		TELEPHONE	
			CONTACT:		CONTACT:		CONTACT:	
			UNIT	QTY	UNIT \$	TOTAL	UNIT \$	TOTAL
							DID NOT PROVIDE A BID ON THE AMENDED BID SHEET	
5/8" X 3/4" Positive Displacement (PD) COLD WATER METER w/ R900 V3 RADIO	Each	1000	\$ 300.00	\$ 300,000.00			\$ 205.00	\$ 205,000.00
3/4" X 3/4" PD COLD WATER METER	Each	100	\$ 300.00	\$ 30,000.00			\$ 238.00	\$ 23,800.00
1" X 1" PD COLD WATER METER	Each	100	\$ 350.00	\$ 35,000.00			\$ 306.25	\$ 30,625.00
1-1/2" X 1-1/2" PD COLD WATER METER	Each	50	\$ 600.00	\$ 30,000.00			\$ 483.00	\$ 24,150.00
2" X 2" PD COLD WATER METER	Each	10	\$ 700.00	\$ 7,000.00			\$ 590.00	\$ 5,900.00
5/8" X 3/4" Ultrasonic COLD WATER METER w/ R900 V3 RADIO	Each	1500	\$ 350.00	\$ 525,000.00			\$ 247.00	\$ 370,500.00
3/4" X 3/4" Ultrasonic COLD WATER METER	Each	100	\$ 350.00	\$ 35,000.00			\$ 276.00	\$ 27,600.00
1" X 1" Ultrasonic COLD WATER METER	Each	500	\$ 400.00	\$ 200,000.00			\$ 297.00	\$ 148,500.00
1-1/2" X 1-1/2" Ultrasonic COLD WATER METER	Each	50	\$ 700.00	\$ 35,000.00			\$ 665.00	\$ 33,250.00
2" X 2" Ultrasonic COLD WATER METER 15-1/2" Lay Length	Each	50	\$ 800.00	\$ 40,000.00			\$ 980.00	\$ 49,000.00
2" X 2" Ultrasonic COLD WATER METER 17" Lay Length	Each	50	\$ 800.00	\$ 40,000.00			\$ 980.00	\$ 49,000.00
3" Ultrasonic COLD WATER METER 12" Lay Length	Each	50	\$ 2,000.00	\$ 100,000.00			\$ 2,538.00	\$ 126,900.00
4" Ultrasonic WATER METER 14" Lay Length	Each	50	\$ 3,000.00	\$ 150,000.00			\$ 3,213.00	\$ 160,650.00
6" Ultrasonic WATER METER 24" Lay Length	Each	50	\$ 4,500.00	\$ 225,000.00			\$ 5,305.00	\$ 265,250.00
8" FACTORY MUTUAL FIRE SERVICE METER	Each	30	\$ 4,500.00	\$ 135,000.00			\$ 12,768.00	\$ 383,040.00
8" MEASURING CHAMBER REPLACEMENT	Each	10	\$ 5,000.00	\$ 50,000.00			\$ 3,488.00	\$ 34,880.00
8" TURBINE UNIT MEASURING ELEMENT (UME)	Each	10	\$ 5,000.00	\$ 50,000.00			\$ 1,740.00	\$ 17,400.00
10" FACTORY MUTUAL FIRE SERVICE METER	Each	10	\$ 5,000.00	\$ 50,000.00			\$ 14,784.00	\$ 147,840.00
10" MEASURING CHAMBER REPLACEMENT	Each	5	\$ 5,500.00	\$ 27,500.00			\$ 4,285.00	\$ 21,425.00
10" TURBINE UNIT MEASURING ELEMENT (UME)	Each	5	\$ 6,000.00	\$ 30,000.00			\$ 2,145.00	\$ 10,725.00
1 1/2" FLANGE KIT & ACCES FOR 1 1/2" METER	Each	5	\$ 450.00	\$ 2,250.00			\$ 110.00	\$ 550.00
2" FLANGE KIT & ACCES FOR 2" METER	Each	5	\$ 550.00	\$ 2,750.00			\$ 140.00	\$ 700.00
TOUCH READ PAD & CONNECTION KIT	Each	100	\$ 80.00	\$ 8,000.00			\$ 15.00	\$ 1,500.00
RADIO TRANSMITTER WITH UP TO 25 FT LEAD	Each	100	\$ 80.00	\$ 8,000.00			\$ 120.00	\$ 12,000.00
ENCODER REGISTER	Each	200	\$ 80.00	\$ 16,000.00			\$ 67.00	\$ 13,400.00
RADIO TRANSMITTER & ENCODER REGISTER WITH UP TO 25' LEAD	Each	500	\$ 100.00	\$ 50,000.00			\$ 190.00	\$ 95,000.00
Data Logger	Each	60	\$ 80.00	\$ 4,800.00			\$ 190.00	\$ 11,400.00
MARKERS, WATER, EMS, NEAR SURFACE 50 ct/box	Each	100	\$ 50.00	\$ 5,000.00			\$ 500.00	\$ 50,000.00
3" HYDRANT METER	Each	50	\$ 700.00	\$ 35,000.00			\$ 1,250.00	\$ 62,500.00
HYDRANT WRENCH	Each	30	\$ 300.00	\$ 9,000.00			\$ 24.00	\$ 720.00
HYDRANT METER REBUILD KIT	Each	10	\$ 400.00	\$ 4,000.00			\$ 700.00	\$ 7,000.00
Advanced Meter Read Software as a Service (SaaS) annual fee for up to 90,000 Accounts	Each	1	\$ 400.00	\$ 400.00			\$ 49,500.00	\$ 49,500.00
Meter Read Data Collector	Each	4	\$ 200.00	\$ 800.00			\$ 7,000.00	\$ 28,000.00
UME for 3" Ultrasonic Meter	Each	5	\$ 2,000.00	\$ 10,000.00			\$ 2,088.00	\$ 10,440.00
UME for 4" Ultrasonic Meter	Each	5	\$ 3,000.00	\$ 15,000.00			\$ 2,688.00	\$ 13,440.00
UME for 6" Ultrasonic Meter	Each	5	\$ 4,000.00	\$ 20,000.00			\$ 3,888.00	\$ 19,440.00
On Site Training	Hour	10	NO UNIT PRICE LISTED	\$ 750.00			\$ 250.00	\$ 2,500.00
BID TOTAL AMOUNT				\$2,286,250.00		\$0.00		\$2,513,525.00

20ITBC101020A-CJC Water Meters	VENDOR NAME		VENDOR NAME		VENDOR NAME	
	TITAN UNLIMITED, LLC		KENDALL SUPPLY		DELTA MUNICIPAL SUPPLY COMPANY	
	ADDRESS		ADDRESS		ADDRESS	
	TELEPHONE:		TELEPHONE		TELEPHONE	
	CONTACT:		CONTACT:		CONTACT:	
	Allowance for Equipment Repair		\$ 20,000.00		\$ 20,000.00	
GRAND TOTAL: TOTAL AWARD AMOUNT TO INCLUDE ALLOWANCE		\$2,306,250.00	\$0.00	\$2,533,525.00		
BIDS MAILED	NO RESPONSE:		ASSISTANT PURCHASING AGENT:			
BIDS RECEIVED:	NO-BIDS:		CHIEF ASSISTANT:			
			DEPT. AUTHORIZATION:			

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT
GOODS AND COMMODITIES SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
7/1/2020	9/30/2020	6/30/2020	12/31/2020
PO Number			
DO0713200000000...			
Department	<u>Public Works</u>		
Bid Number	20ITBC124903A-FB		
Service Commodity	Corporation Stops and Brass Fittings		
Contractor	Delta Municipal Supply Company		

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

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

 0**Comments:**

Delta Municipal Supply Company was awarded a twelve month contract starting on 6/03/2020 to provide the Public Works Department with corporation stops and brass fittings. The quality of the corporation stops and brass fittings provided by this vendor complies with all applicable standards and guidelines.

 1 2 3 4

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

 0

Comments:
The response time provided by this vendor in regards to supplying and providing water meters have been good, no problems or discrepancies to report.

 1 2 3 4

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

Comments:

Delta Municipal Supply Company conducts business with Fulton County in a professional manner. Delta Municipal Supply Company responds to the needs of Fulton County promptly and is very responsive.

 0 1 2 3 4

Comments:

0 Delta Municipal Supply Company meets all of Public Works expectations and product specifications. This vendor has good invoicing procedures and the products provided are within budget.

 1 2 3 4**Contractors Key Personnel (-Credentials/Experience Appropriate - Effective Supervision/Management - Available as Needed)****Comments:**

0 As of this reporting period the scope of services rendered by Delta Municipal Supply Company have met the requirements of Fulton County. No issues to report at this time.

 1 2 3 4

Overall Performance Rating:

4.0

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

Yes No

Rating completed by:

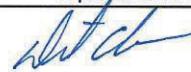
khalid.ahmad

Department Head Name

Department Head Signature

Date

David Clark



8/7/2020

DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM



TO: Felicia Strong-Whitaker, Purchasing
FROM: David Clark, Director 
DATE: January 13, 2021
SUBJECT: 20ITBC101020A-CJC, Water Meters

On November 25, 2020, the Department of Purchasing opened the subject Invitation to Bid (ITBC). There were three (3) responses.

Kendall Supply did not respond to the amended pricing sheet.

We could not verify Titan Unlimited, LLC furnished water meters. We were able to contact 3 of 4 references provided and all three stated Titan Unlimited performed water system component installation and did not furnish any meters. The references provided by the bidder could not verify that the bidder furnished water meters.

Delta Municipal Supply Company provided the overall lowest responsive and responsible bid.

Therefore, the Department of Public Works is recommending award to the overall lowest responsive and responsible bidder, Delta Municipal Supply Company, in the amount of \$750,000.00.

Funding is available in the following accounts:

203-540-5453-1450: \$500,000.00
203-540-5400-W046: \$250,000.00

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

cc:  Nick Ammons, Deputy Director, Public Works
Tony Moore, Deputy Director, Administration, Public Works
Janice Dickenson, Material Management Manager, Public Works
Charlie Crockett, Chief Assistant Purchasing Agent, Purchasing



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0100

Meeting Date: 2/3/2021

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

Request approval of lowest responsible bidder - Department of Public Works, 20ITB112420A-FB, Emergency Sewage Cleanup Services in the amount of \$101,890.00 with American Property Restoration (Atlanta, GA), to provide emergency sewage cleanup services. Effective upon execution of contract through December 31, 2021 with two renewal options.

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

In accordance with Purchasing Code Section 102-373, all competitive sealed bids of more than \$49,999.99 shall be forwarded to the Board of Commissioners for approval.

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

Health and Human Services

Commission Districts Affected

All Districts	<input type="checkbox"/>
District 1	<input checked="" type="checkbox"/>
District 2	<input checked="" type="checkbox"/>
District 3	<input checked="" type="checkbox"/>
District 4	<input type="checkbox"/>
District 5	<input checked="" type="checkbox"/>
District 6	<input checked="" type="checkbox"/>

Is this a purchasing item?

Yes

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

Scope of Work: This contract provides emergency cleaning and removal of sewage contaminated household items and disinfection of the contaminated area within private property. Fulton County provides this service in both the North and South Fulton service areas when the public sewer system malfunctions and causes an overflow onto private property.

Community Impact: If this contract is not approved, the service would not be readily available to mitigate sewage contaminated residences that was the result of the sewer system malfunctioning. The ability to rapidly respond to customers in crisis situations such as this is critical to maintaining the level of customer service required.

Department Recommendation: The Department of Public Works recommends approval of lowest responsible bidder to American Property Restoration with two renewal options.

Project Implications: No project implications regarding this contract.

Community Issues/Concerns: Affected customers have expressed concerns when impacted by a sewer backup and expect speedy restoration to original conditions.

Department Issues/Concerns: No additional issues or concerns.

Contract Modification: New Procurement

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

Contract Value: **\$101,890.00**

Prime Vendor: **American Property Restoration**

Prime Status: **Non-Minority**

Location: **Atlanta, GA**

County: **Fulton County**

Prime Value: **\$81,512.00 or 80.00%**

Subcontractor: **Aldridge Service, Inc.**

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

Location: **Atlanta, GA**

County: **Fulton County**

Contract Value: **\$20,378.00 or 20.00%**

Total Contract Value: **\$101,890.00 or 100%**

Total M/FBE Value: **\$20,378.00 or 20.00%**

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 Performance Memo

Exhibit 3: Recommendation of Award

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

Roy Barnes, Deputy Director, Public Works, 404-612-6713

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount: .

Previous Adjustments: .

This Request: \$101,890.00

TOTAL: \$101,890.00

Grant Information Summary

Amount Requested: .

Cash

Match Required: .

In-Kind

Start Date: .

Approval to Award

End Date: .

Apply & Accept

Match Account \$: .

Fiscal Impact / Funding Source

Funding Line 1:

201-540-5459-1160: Water & Sewer Revenue Fund, Public Works, Professional Services -
\$50,945.00

Funding Line 2:

201-540-5469-1160: Water & Sewer Revenue Fund, Public Works, Professional Services -
\$50,945.00

Funding Line 3:

Funding Line 4:

Funding Line 5:

Key Contract Terms	
Start Date: 1/20/2021	End Date: 12/31/2021
Cost Adjustment: .	Renewal/Extension Terms: Two renewal options

Overall Contractor Performance Rating: N/A (new contractor)

Would you select/recommend this vendor again?

Choose an item.

Report Period Start: **Report Period End:**

20TB112420A-FB Emergency Sewage Cleanup Services		VENDOR NAME		VENDOR NAME		VENDOR NAME	
		AMERICAN PROPERTY RESTORATION		FULL CIRCLE RESTORATION		SERVPRO of PANTHERSVILLE	
		ADDRESS		ADDRESS		ADDRESS	
		3440 Oakcliff Road, Suite 124 Atlanta GA 30340		4325 River Green Pkwy Duluth GA 30096		4153 Flat Shoals Pkwy Bldg B, Suite 202 Decatur GA 30034	
		TELEPHONE:		TELEPHONE		TELEPHONE	
		770-733-3584		770-232-9797		470-257-1716	
		CONTACT:		CONTACT:		CONTACT:	
		Alghassimou Diallo		Orlando Qida		Nadine Marsh Coleman	
		Orlando@fullcirclerestoration.com					
ITEM DESCRIPTION	UNIT	AVERAGE AREA PER INCIDENT	EST. INCIDENT	UNIT \$	TOTAL	UNIT \$	TOTAL
Normal Work Hours - 7:00 a.m. to 4:00 p.m., Monday - Friday							
1) Finished areas with notification during normal work hours as outlined in Section 4, Scope of Work.	SQ. FT.	1000	3	\$ 3.95	\$ 11,850.00	\$ 4.50	\$ 13,500.00
2) Unfinished areas with notification during normal work hours as outlined in Section 4, Scope of Work.	SQ. FT.	1000	1	\$ 2.69	\$ 2,800.00	\$ 2.19	\$ 2,190.00
3) Crawl spaces with notification during normal work hours as outlined in Section 4, Scope of Work.	SQ. FT.	1000	1	\$ 3.45	\$ 3,450.00	\$ 3.19	\$ 3,190.00
4) After Hours - 4:00 p.m. to 7:00 a.m., Mon. - Fri., Weekends & Holidays							
4) Finished areas with notification after hours, weekends and holidays as outlined in Section 4, Scope of Work.	SQ. FT.	1000	15	\$ 4.35	\$ 65,250.00	\$ 5.40	\$ 81,000.00
5) Unfinished areas with notification after hours, weekends and holidays as outlined in Section 4, Scope of Work.	SQ. FT.	1000	3	\$ 3.00	\$ 9,000.00	\$ 2.80	\$ 8,700.00
6) Crawl spaces with notification after hours, weekends and holidays as outlined in Section 4, Scope of Work.	SQ. FT.	1000	2	\$ 3.75	\$ 7,500.00	\$ 3.99	\$ 7,988.00
7) Disposal of contaminated contents/materials	PER 1/2 TON	-	20	\$ 117.00	\$ 2,340.00	\$ 149.00	\$ 2,980.00
GRAND TOTAL:				\$101,890.00		\$119,540.00	\$192,016.00
BIDS MAILED:				NO RESPONSE:		ASSISTANT PURCHASING AGENT:	
BIDS RECEIVED: 6				NO-BIDS:		CHIEF ASSISTANT:	
						CEP: AUTHORIZATION:	

DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM



TO: Felicia Strong-Whitaker, Purchasing
FROM: David Clark, Director *DC*
DATE: January 7, 2021
SUBJECT: Contractor Performance Memo

The Contractor listed below has not provided services to or for the Fulton County Department of Public Works.

Project: Emergency Sewage Cleanup Services

Project #: 20ITB112420A-FB

Contractor: American Property Restoration
3440 Oakcliff Road
Suite 124
Atlanta, GA 30340

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

cc: Roy Barnes, Deputy Director, Public Works *R.O.B. 1/11/21*
Tony Moore, Deputy Director, Administration, Public Works
Janice Dickenson, Material Management Manager, Public Works
Charlie Crockett, Chief Assistant Purchasing Agent, Purchasing

DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM



**FULTON
COUNTY**

TO: Felicia Strong-Whitaker, Purchasing
FROM: David Clark, Director *DC*
DATE: January 7, 2021
SUBJECT: 20ITB112420A-FB - Emergency Sewage Cleanup Services

On December 29, 2019, the Department of Purchasing opened the subject Invitation to Bid (ITB). There were three (3) responses. American Property Restoration provided the overall lowest responsive and responsible bid.

Therefore, the Department of Public Works is recommending award to the overall lowest responsive and responsible bidder, American Property Restoration, in the amount of \$101,890.00

Funding is available in the following accounts:

201-540-5459-1160: \$50,945.00

201-540-5469-1160: \$50,945.00

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

cc: Roy Barnes, Deputy Director, Public Works *R. O. B* 1/11/21
Tony Moore, Deputy Director, Administration, Public Works
Janice Dickenson, Material Management Manager, Public Works
Charlie Crockett, Chief Assistant Purchasing Agent, Purchasing



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0101

Meeting Date: 2/3/2021

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

Request approval of recommended proposal - Superior Court Administration, 20RFP100920A-CJC Legal Services for Fulton Courts Justice Resource Center in the amount of \$205,380 with Atlanta Legal Aid Society, Inc. to provide legal assistance and services to citizens upon execution of contract through December 31, 2021, with two renewal options.

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

In accordance with Purchasing Code Section 102-374 and 102-375, all competitive sealed proposals shall be forwarded to the Board of Commissioners for approval.

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

Justice and Safety

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 *(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: Through this contract, Atlanta Legal Aid Society, Inc. will provide families and citizens legal support, virtual educational seminars and referrals to appropriate resources through the Justice Resource Center.

Community Impact: The Justice Resource Center is designed to primarily assist low to moderate income individuals who ordinarily could not afford an attorney and have chosen to proceed as Pro Se (self-represented) litigants.

Department Recommendation: Superior Court recommends approval

Project Implications: This contract will ensure that the court can continue to meet the current demand for services provided by Justice Resource Center. The provision of services is contingent on funding which is requested annually as part of the Superior Court General Fund Budget.

Community Issues/Concerns: There are no known issues or concerns related to this contract.

Department Issues/Concerns: The Superior Court has no concerns regarding this contract.

Contract Modification New Procurement

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

Contract Value: \$205,380.00

Prime Vendor: Atlanta Legal Aid Society

Prime Status: Non-Profit

Location: Atlanta, GA

County: Fulton County

Prime Value: \$205,380.00 or 100.00%

Total Contract Value: \$205,380.00 or 100.00%

Total M/FBE Value: \$0.00

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

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

David Summerlin, Superior Court Administrator, 404.612.4529

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: 0.00

Previous Adjustments: 0.00

This Request: \$205,380.00

TOTAL: \$205,380.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

100-450-4504-1160 | \$135,000.00

Funding Line 2:

433-470-4701-1160 | \$70,380.00

Funding Line 3:

Funding Line 4:

Funding Line 5:

Key Contract Terms	
Start Date: 1/1/2021	End Date: 12/31/2021
Cost Adjustment: N/A	Renewal/Extension Terms: 2, One Year Options

Overall Contractor Performance Rating: 4.0

Would you select/recommend this vendor again?

Yes

Report Period Start: 10/1/2020 **Report Period End:** 12/29/2020



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Director
Department of Purchasing & Contract Compliance

FROM: Evaluation Committee Recommendation Letter

DATE: December 18, 2020

PROJECT: 20RFP100920A-CJC, Legal Services for Fulton Courts Justice Resource Center

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposal submitted in response to the above-reference project on behalf of the Superior Court-Administration.

One (1) qualified firm submitted proposals for evaluation and consideration for award of this project:

1. Atlanta Legal Aid Society, Inc.

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by Atlanta Legal Aid Society, Inc. with a total score of 89.67 is the recommended vendor for the award of 20RFP100920A-CJC, legal Services for Fulton Courts justice Resource Center.

Evaluation Committee Recommendation Letter

December 18, 2020

Page | 2

The Evaluation Committee members attest that each member scored each proposal independently in accordance with the evaluation criteria set forth in the Request for Proposal and that their individual score is a part of the final scores in the attached Evaluation Matrix.

SELECTION COMMITTEE MEMBERS:

DocuSigned by:

Robin Coggswell

95E526D21D424EF...

Robin Coggswell, Chief Deputy Court Administrator
Superior Court-Administration

DocuSigned by:

kimberly Brock

11FFB93F50B34CA...

Kimberly Brock, Director
Superior Court-Administration

DocuSigned by:

Jeannie Ashley

A38A19681CEA4F9...

Jeannie Ashley, Library Manager
Superior Court-Administration

Evaluation Committee Recommendation Letter

December 18, 2020

Page | 3

EVALUATION CRITERIA	WEIGHT	Atlanta Legal Aid Society, Inc.
Project Plan	20%	16.67
Qualification of Key Personnel	20%	20
Relevant Project Experience/Past Performance	20%	20
Available of Key Personnel	20%	15
Local Preference	5%	5
Service Disabled Veteran Preference	2%	0
Cost Proposal	13%	13
TOTAL SCORE:	100	89.67

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT
PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
10/1/2020	12/29/2020	1/1/2018	12/31/2020
PO Number	PO Date		
FP121917A-CC-RN1			
Department	Superior Court		
Bid Number	17RFP121917A-CJC		
Service Commodity	Professional Services		
Contractor	Atlanta Legal Aid Society, Inc.		

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

0
 1
 2
 3
 4

Comments:

Delivers quality service and documentation.

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

0
 1
 2
 3
 4

Comments:Complete assignment on time per contract.
Responsive to queries and change of course.**3. Business Relations (-Responsiveness to Inquiries - Prompt Problem Notifications)**

0

Comments:

2
 3
 4

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

Comments:

Works within budget and properly invoices.

0
 1
 2
 3
 4

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

Comments:

Key personnel have the required skills to deliver products/services as needed.

0
 1
 2
 3
 4

Overall Performance Rating:

4.0

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

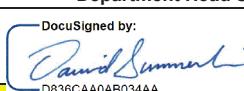
Yes No

Rating completed by:

Robin
 Coggswell

Deputy Court Administrator

DocuSigned by:



12/29/2020

95E526D21D424EF...

Date

Department Head Name

Department Head Signature

David Summerlin
 Court Administrator

DocuSigned by:

 D836CAA0AB034AA...

12/29/2020



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0070

Meeting Date: 1/20/2021



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.:

Meeting Date: 1/20/2021

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

Request approval of a Resolution pursuant to O.C.G.A. s 15-16-20(a)(3) and amending Resolution No. 98-0166 to establish a new local salary supplement for the Fulton County Sheriff. **(Arrington)**

1 **RESOLUTION PURSUANT TO O.C.G.A. § 15-16-20(a)(3) AND**
2 **AMENDING RESOLUTION NO. 98-0166 TO ESTABLISH A NEW LOCAL**
3 **SALARY SUPPLEMENT FOR THE FULTON COUNTY SHERIFF**
4

5 **WHEREAS**, pursuant to O.C.G.A. § 15-16-20, a county sheriff is
6 entitled to a base salary set by the State of Georgia, a cost of living increase
7 set by the State of Georgia and longevity pay set by the State of Georgia;
8 and

9 **WHEREAS**, pursuant to O.C.G.A. § 15-16-20.1, a county sheriff is also
10 entitled to additional salary set by the State of Georgia for performing “the
11 duties of a sheriff for a state court, probate court, magistrate court, juvenile
12 court, or county recorder's court under any applicable general or local law”;
13 and

14 **WHEREAS**, pursuant to O.C.G.A. § 15-16-20(a)(3), the Board of
15 Commissioners of Fulton County, as the governing authority of Fulton
16 County, “may supplement the minimum annual salary of the sheriff in such
17 amount as it may fix from time to time”; and

18 **WHEREAS**, on January 21, 1998 via the Resolution attached hereto
19 as Exhibit “1”, the Board of Commissioners approved a local salary
20 supplement for the Fulton County Sheriff to make his or her total
21 compensation equal to ninety percent (90%) of the total compensation of the
22 Superior Court Judges; and

23 **WHEREAS**, the Board of Commissioners, recognizing the broad and
24 increasing duties of the Fulton County Sheriff in light of increased population
25 since 1998, desires to increase the local salary supplement for the Fulton
26 County Sheriff.

27 **NOW, THEREFORE, BE IT RESOLVED THAT**, pursuant to O.C.G.A.
28 § 15-16-20(a)(3), the local salary supplement for the Fulton County Sheriff

1 shall be set to an amount sufficient to make the total compensation of the
2 Fulton County Sheriff, after calculating and including all amounts set by the
3 State of Georgia, equal to the total compensation of a Superior Court Judge
4 in Fulton County not serving as chief judge.

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

7 **BE IT FINALLY RESOLVED** that all Resolution 98-0166 and
8 resolutions and parts of resolutions in conflict with this Resolution are hereby
9 repealed to the extent of the conflict.

10 **PASSED AND ADOPTED** this _____ day of _____,
11 2021.

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

14
15
16 **NAME**
17
18

19 **ATTEST:**

20 **APPROVED AS TO FORM:**

21
22 **Tonya R. Grier**
23 **Clerk to the Commission**
24

25 **Patrise Perkins-Hooker**
26 **County Attorney**

P:\CALegislation\Sheriff\Resolutions\1.6.21 Resolution - Sheriff Supplement.docx



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0102

Meeting Date: 2/3/2021



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0103

Meeting Date: 2/3/2021



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0104

Meeting Date: 2/3/2021



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0105

Meeting Date: 2/3/2021



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0107

Meeting Date: 2/3/2021

Requested Action (*Identify appropriate Action or Motion, purpose, cost, timeframe, etc.*)
Update of 2021 Legislative Agenda.

Requirement for Board Action (*Cite specific Board policy, statute or code requirement*)
Request approval of Legislative Update

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

Summary & Background
Update of 2021 Legislative Agenda

Scope of Work: N/A

Community Impact: Update of Legislative Agenda

Department Recommendation: Request approval

Project Implications: N/A

Community Issues/Concerns: None

Department Issues/Concerns: None



FULTON COUNTY 2021 LEGISLATIVE UPDATE

Department of External Affairs - February 3, 2021



ENSURE NECESSARY COVID-19 RESPONSE
RESOURCES

ENSURE AUTONOMY FOR
FULTON COUNTY AIRPORT

SUPPORT LONG-TERM TRANSIT FUNDING &
REGIONAL COOPERATION

STRENGTHEN BEHAVIORAL HEALTH MODEL &
FUNDING FOR SUBSTANCE ABUSE PREVENTION

CREATE A MORE EFFICIENT & EFFECTIVE
JUSTICE SYSTEM

ENSURE SECURE & ACCESSIBLE ELECTIONS

CREATE EQUITY IN APPEALS PROCESS FOR
COMMERCIAL PROPERTY ASSESSMENTS

SUPPORT CREATIVE INDUSTRIES

SIMPLIFY HOMESTEAD EXEMPTIONS

SUPPORT HOUSING SOLUTIONS &
AFFORDABILITY

SUPPORT HOMEOWNER PROTECTIONS



**FULTON
COUNTY**

2021
State Legislative
Update

Public Hearings

- **HB 98 Public Hearings: Authorize by Teleconference – Rep. Lumsden R-12 (Armuchee):** This legislation authorizes counties and cities to conduct “public hearings” by teleconference during emergency conditions. Participation by teleconference means full participation as if members of the governing authority, commission or board were physically present and members of the public must be afforded the means to participate fully in the same manner as if they were physically present.

House Hopper

Community & Economic Development

- **HB 86 (Georgia Lottery Mobile Sports Wagering Integrity Act)**
 - **Rep. Stephens R-164 (Savannah):** This bill legalizes online sports betting through the Georgia Lottery Corporation. Gamblers must be at least 21 years of age and gambling proceeds would be used to supplement improvements and enhancements for Georgia's education purposes and programs.

House Hopper

Elections

Bill/Author	Description	Status
HB 77 Electors May Vote in any Precinct – Rep. Bruce D-61 (Atlanta)	This bill authorizes the election superintendent of a county to permit any elector of the county to vote in any precinct for primary, general or runoff election.	
HB 59 Instant Runoffs for Overseas Voting – Rep. Cantrell R-22 (Woodstock)	This bill amends O.C.G.A. § 21-2-284 and 21-2-286 to provide for ranked choice voting to create instant runoff elections for active duty military and overseas voters. The bill authorizes the Secretary of State to issue runoff voting absentee ballots to be enclosed with regular absentee ballots for these voters.	
HB 62 Prohibit Counties from Accepting Grants from Private Parties – Rep. Gullet R-19 (Dallas)	This bill prohibits county boards of elections and registration from accepting any grants, gifts or funding from parties other than the federal government, state government or a Georgia city or county.	
HB 64 Manner of handling the death of a candidate prior to a nonpartisan election – Reps. Gaines R-117 (Athens) and Wiedower R-119 (Watkinsville)	This bill provides that if a candidate on the ballot for a nonpartisan election dies before the election, their name will remain on the ballot and all votes cast for the candidate will still be counted. If the deceased candidate wins the election, the contest will be handled as a failure to fill the office.	

Taxation

Bill/Author	Description	Status
<u>HB 66 Tax Abatement: County Can Contest Bond Validation Proceeding – Rep. Oliver D-82 (Decatur)</u>	<p>This legislation expands current law to allow all directly affected taxing authorities the ability to participate in tax abatement bond validation proceedings. Current law only allows citizens located in the jurisdiction proposing the abatement to contest the validity of the bond that implements the tax abatement.</p>	
<u>HB 75 Property Tax: Clarify Millage Rate Notification Requirements – Rep. Gambill R-15 (Cartersville)</u>	<p>This bill revises the confusing language of the public notice that must be published when a local government proposes a property tax millage rate that exceeds the "rollback rate". The rollback rate is the millage rate that would generate the same revenue as in the prior year, taking into account inflationary increases in the tax digest. HB 75 would clarify that while a proposed millage rate that is higher than the rollback rate would result in overall higher government tax revenue, an individual property owner's taxes may or may not go up. The notice language proposed in this bill would provide the property owner with clearer information on how to calculate his/her taxes. <u>Additionally, HB 75 would allow any local government that has a "floating" homestead property tax exemption to dispense with the otherwise applicable public notification of tax increase requirements.</u></p>	6

Resolutions

Bill #/Author	Description	Status
<u>HR 11</u> House Study Committee on Innovative Ways to Maximize Global Talent – Rep. Cantrell R-22 (Woodstock)	Creates the House Study Committee on Innovative Ways to Maximize Global Talent. The committee will review best practices and provide recommendations to maximize global talent, with a focus on education, training, occupational licensing, and small business development.	Referred to Small Business Development Committee



Fulton Delegation Members Chairing House Committees

- **Creative Arts & Entertainment:** Rep. Matt Dollar (R – Marietta)
- **Higher Education:** Rep. Charles “Chuck” Martin (R – Alpharetta)
- **Education Appropriations Subcommittee:** Rep. Todd Jones (R - South Forsyth)

Adjournment Calendar –

THE GENERAL ASSEMBLY OF GEORGIA



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0106

Meeting Date: 2/3/2021
