

**FULTON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING**

January 4, 2023
10:00 AM



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



A G E N D A

CALL TO ORDER: Chairman Robert L. Pitts

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

Robert L. Pitts, Chairman (At-Large)
Liz Hausmann, Vice-Chairman (District 1)
Bob Ellis, Commissioner (District 2)
Lee Morris, Commissioner (District 3)
Natalie Hall, Commissioner (District 4)
Marvin S. Arrington, Jr., Commissioner (District 5)
Khadijah Abdur-Rahman, Commissioner (District 6)

INVOCATION: Reverend Clifton Dawkins, Jr., County Chaplain

PLEDGE OF ALLEGIANCE: Recite in unison

ANNOUNCEMENTS

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

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

CONSENT AGENDA**23-0001 Board of Commissioners**

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

23-0002 Board of Commissioners

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Terrence R. Dortch Remembrance Day."
(Abdur-Rahman)
December 23, 2022

Commissioners' District Board Appointments**23-0003 Board of Commissioners**

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

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

Term = 4 years

Terms below expire: 12/31/2022

Bernie Tokarz **(Hausmann)**

Kathryn Flowers **(Pitts)**

Chairman Pitts has nominated Kathryn Flowers for a District reappointment to a term ending December 31, 2026.

23-0004 **Board of Commissioners**
FULTON COUNTY ARTS COUNCIL

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

Term = 2 years

Terms below expire: 12/31/2022

Onaje Henderson (**Hall**)

Jan Collins (**Ellis**)

Joan Compton (**Hausmann**)

Marie Willsey (**Hausmann**)

Catherine Fox (**Morris**)

Sadie Talmadge (**Morris**)

Sandra De Shields Hightower (**Abdur-Rahman**)

Brandon A. Tonge (**Abdur-Rahman**)

Melissa Mitchell (**Pitts**)

Commissioner Ellis has nominated Linda Bain to replace Jan Collins for a District appointment to a term ending December 31, 2024.

23-0005 **Board of Commissioners**
FULTON COUNTY ARTS COUNCIL

Term = 2 years

Terms below expire: 12/31/2022

Onaje Henderson (**Hall**)

Jan Collins (**Ellis**)

Joan Compton (**Hausmann**)

Marie Willsey (**Hausmann**)

Catherine Fox (**Morris**)

Sadie Talmadge (**Morris**)

Sandra De Shields Hightower (**Abdur-Rahman**)

Brandon A. Tonge (**Abdur-Rahman**)

Melissa Mitchell (**Pitts**)

Chairman Pitts has nominated Nikki Davis Crump to replace Melissa Mitchell for a District appointment to a term ending December 31, 2024.

23-0006 **Board of Commissioners**
LIBRARY BOARD OF TRUSTEES

Pursuant to House Bill 595 (2015), there shall be seven Fulton County appointed members, with one such member appointed by each member of the Board of Commissioners of Fulton County.

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.

Terms below expire: 12/31/2022

Joseph Piontek (**Hausmann**)

Nina Radkovich (**Morris**)

Linda Jordan (**Pitts**)

Chairman Pitts has nominated Linda Jordan for a District reappointment to a term ending December 31, 2026.

Arts and Libraries**23-0007 Library**

Request approval to accept the Mellon Foundation Grant in an amount not to exceed \$2,000,000.00. The use of this grant is for a 48-month period to support the Auburn Ave. Research Library with a concentration in collection processing, digitization and outreach engagement activities. First payment of 1 million will be sent upon signed signature from the BOC. The second payment will be sent in December of 2023.

23-0008 Library

Request approval to accept the GPLS PRIME TIME Family Reading Time LSTA mini-grant in an amount not to exceed \$6,125.00 at the Southeast library branch and an amount not to exceed \$8,125.00 at the Mechanicsville branch for a total amount not to exceed \$14,250.00. The grant period for PRIME TIME is December 1, 2022, to May 12, 2023.

Health and Human Services**23-0009 Department for HIV Elimination**

Request approval to amend existing contracts to increase the spending authority of "Ending the HIV Epidemic" grant subrecipients pursuant to the Health Resources and Services Administration award UT8HA3393 in the amount of \$510,000.00 per year, in fiscal years 2022 through 2024, subject to Federal funding. Contracts are 100% grant funded with no Fulton County match. Request authorization for the Chairman to execute contracts with selected subrecipients. To protect the interest of the County, the County Attorney is authorized to approve the contracts as to form and substance and make any necessary modifications thereto prior to execution by the Chair.

REGULAR MEETING AGENDA**23-0010 Board of Commissioners**

Adoption of the Regular Meeting Agenda.

23-0011 Board of Commissioners

Appointment of the Vice-Chairman.

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

23-0012 Clerk to the Commission

Ratification of Minutes.

Regular Meeting Minutes, December 7, 2022

Recess Meeting Post Agenda Minutes, December 21, 2022

23-0013 Board of Commissioners

Presentation of Proclamations and Certificates.

Proclamation recognizing "Medical Examiner's Accreditation Appreciation Day."
(Hall)

Proclamation recognizing "Human Trafficking Awareness Month."
(Abdur-Rahman)

PUBLIC HEARINGS**23-0014 Board of Commissioners**

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

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

COUNTY MANAGER'S ITEMS**Open & Responsible Government****23-0015 Finance**

Review and approval of the FY2023 Final Adopted Budget and FY2023 Budget Resolution.

Health and Human Services**23-0016 Public Works**

Request approval of the lowest responsible bidder - Department of Public Works, 22ITBC077A-KM, Landscaping Restoration Services in an amount not to exceed \$131,923.00 with Ed Castro Landscaping, Inc. (Roswell, GA), to provide landscaping restoration services effective January 1, 2023, through December 31, 2023 with two renewal options.

23-0017 Public Works

Request approval of an Intergovernmental Agreement (IGA) between Fulton County and the City of Johns Creek, GA for water main relocations associated with the road improvements to Haynes Bridge Road Widening Project in the City of Johns Creek, GA, in an estimated amount of \$1,235,675.00.

COMMISSIONERS' ACTION ITEMS**23-0018 Board of Commissioners**

Request approval of a Resolution by the Fulton County Board of Commissioners in Observance of the 94th Birthday of the Reverend Dr. Martin Luther King Jr. **(Abdur-Rahman)**

23-0019 Board of Commissioners

Request approval of a Resolution approving a Memorandum of Understanding between Fulton County, Georgia and Core Community Organized Relief Effort ("CORE"), a non-profit, for the use of County warehouse and office space in exchange for in-kind services to Fulton County; authorizing the Chairman to execute the Memorandum of Understanding; authorizing the County Attorney to approve the Memorandum of Understanding as to form and to make necessary changes thereto prior to execution; and for other purposes. **(Pitts)**

23-0020 Board of Commissioners

Request approval of an Ordinance to amend Chapter 101 (General provisions and County Governing Authority), Division 2 (Rules of Order and Procedure), Section 101-72 (Executive Session) of the Fulton County Code of Ordinances to further safeguard and prevent the disclosure of confidential Executive Session discussions and to provide penalties for any violation; and for other purposes. **(Pitts)**

COUNTY MANAGER'S PRESENTATION AND DISCUSSION ITEMS**Justice and Safety****23-0021 Sheriff**

Discussion: Fulton County Sheriff Labat - FY2023 proposed budget

COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS**22-1003 Board of Commissioners**

Discussion: Magistrate Court Clerk and Staff Positions **(Pitts) (HELD ON 12/21/22)**

22-1004 Board of Commissioners

Discussion: Boards, Authorities, Commissions and Task Forces **(Pitts) (HELD ON 12/21/22)**

EXECUTIVE SESSION**23-0022 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.: 23-0002

Meeting Date: 1/4/2023

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

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Terrence R. Dortch Remembrance Day." **(Abdur-Rahman)**
December 23, 2022



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0007

Meeting Date: 1/4/2023

Department

Library

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

Request approval to accept the Mellon Foundation Grant in an amount not to exceed \$2,000,000.00. The use of this grant is for a 48-month period to support the Auburn Ave. Research Library with a concentration in collection processing, digitization and outreach engagement activities. First payment of 1 million will be sent upon signed signature from the BOC. The second payment will be sent in December of 2023.

Requirement for Board Action *(Cite specific Board policy,*

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

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

Arts and Libraries

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background

This grant funding will be used to support the Auburn Avenue Research Library on African American Culture and History in collection processing, digitization, and community and outreach engagement activities

Scope of Work: With providing access, the library would also like to promote our holdings by

creating digital exhibits for each of the newly processed collections and create a traveling exhibition for each collection so that local schools, community groups and other libraries can learn and use our collections. Funding will also enable the branch to digitize 6-10 heavily used collections entirely and make them available on the Digital Library of Georgia, the Digital Public Library of America and a website created solely for our digital exhibits and collections. Some of this work will also provide training for new archivists through fellowships with local master's programs. Assessment of this work will be done by the use of the materials during and after this project. We will have statistics of digital usage, requests for traveling exhibitions, in person researchers and attendance at public programming.

Community Impact: There is no community impact.

Department Recommendation: The Library recommends approval of this grant.

Project Implications: This grant will refresh technology at the Auburn Library and provide staffing for projects surrounding outreach and community engagement.

Community Issues/Concerns: There are no community concerns.

Department Issues/Concerns: There are no departmental concerns.

Contract Modification (*Delete this chart only if the Requested Action is for a NEW award. Simply insert the text "New Procurement." If the Requested Action is for a Contract Modification ((Renewal, Amendment, Change Order, Extension, Increase Spending Authority)), the chart should remain and be completed.*)

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount			\$2,000,000.00
1st Renewal			\$.00
2 nd Renewal			\$.00
Extension #1			\$.00
Total Revised Amount			\$2,000,000.00

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

Click or tap here to enter text.

Exhibits Attached

Exhibit 1: Signed Contract

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

Jamar Parker, Financial Systems Manager 404-771-7578

Contract Attached

Agenda Item No.: 23-0007

Meeting Date: 1/4/2023

No

Previous Contracts

No

Total Contract Value

Original Approved Amount: 2,000,000

Previous Adjustments:

This Request:

TOTAL: 2,000,000

Grant Information Summary

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

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

Fiscal Impact / Funding Source

Funding Line 1:

TBD

Funding Line 2:

Key Contract Terms	
Start Date: Upon signature from the BOC	End Date: 12/31/2026
Cost Adjustment:	Renewal/Extension Terms: There are no renewals.

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

Report Period Start:
Upon Approval

Report Period End:
12/31/2026



December 8, 2022

Gayle Holloman
Executive Director
Fulton County Library System
1 Margaret Mitchell Square NW
Atlanta, GA 30303

Dear Gayle Holloman:

The Andrew W. Mellon Foundation (the “Foundation”) is pleased to inform you that we have approved a grant of \$2,000,000 to Fulton County by and through the Fulton County Library System (“your organization”), for use over 48 months, to support the Auburn Avenue Research Library on African American Culture and History in collection processing, digitization, and community and outreach engagement activities, in accordance with the proposal finalized on October 27, 2022 (the “Proposal”, and collectively the “Project”). We ask that all future correspondence regarding the grant use the following reference number 2208-13600. In accepting these funds, your organization agrees to comply with the following terms.

Use of Funds. Under United States law, Foundation grant funds may be used only for charitable, scientific, literary, or educational purposes. Your organization agrees that the grant funds will be used exclusively for the purposes described in your organization’s Proposal and the approved budget. Your organization agrees to obtain the Foundation’s prior approval for any material changes to the grant terms. The Foundation also expects that the funds will be managed in a prudent manner that is consistent with the purposes and term of the grant. Any grant funds not expended or committed for the purposes of the grant, or within the grant period stated above, will be returned to the Foundation unless otherwise agreed by the Foundation.

The grant award is made to the Fulton County Library System and may not be transferred or assigned without the advance written approval of the Foundation.

Payment Terms. Payment of grant funds will be made in accordance with the attached payment schedule after the Foundation receives the countersigned version of this agreement.

Grant Reports. Your organization will report to the Foundation on the progress of the grant through narrative and financial reports according to the attached report schedule. Each financial report should provide an accounting of the expenditures of grant funds. If the grant involves work undertaken by collaborating institutions, your organization is responsible for reporting on the activities and expenditures of the collaborating organizations.

Grant Work Products and Project Documentation. To ensure that your organization will have sufficient legal rights to carry out the Project, your organization confirms that all copyright interests in materials produced as a result of this grant (“Grant Work Products”) will either be owned by (a) your organization or (b) one or more third parties (e.g., artist(s), scholar(s), collaborator(s)) who have conveyed in writing sufficient rights and permissions for use of the Grant Work Products in connection with the Project. Your organization will obtain all other necessary rights and permissions for the supported work so that the grant activities and use of Grant Work Products (in accordance with any terms of use set by your organization), including any use by the Foundation of Grant Work Products and Project Documentation (defined below) authorized in this agreement, will not infringe on or violate the intellectual property, publicity, privacy, or other rights of any person.

Your organization agrees to widely disseminate all final Grant Work Products and, when suitable, to license such final Grant Work Products to the public under any Creative Commons license. For information on Creative Commons licenses, please visit <http://creativecommons.org/>.

If your organization plans to document the grant activities with any visuals, photographs, audio, other media products, or other archival materials ("Project Documentation"), the Foundation welcomes receiving copies of Project Documentation that you would like to provide with your organization's grant reports or at other times during the grant term.

Further, your organization grants to the Foundation a free, irrevocable, sublicensable, worldwide license of all rights under copyright to use (1) final Grant Work Products intended for a public audience, and (2) Project Documentation provided by your organization to the Foundation, in each case only to promote the Project or for the Foundation's charitable purposes, including on the Foundation's website, social media platforms, and all other mediums.

Grant Disclosure and Publicity. The Foundation will include summary information about this grant in its annual report and other similar public reports, tax returns, and public grants database, and may share such summary information in response to inquiries or elsewhere. The Foundation may also promote this grant on its website and social media channels, and in press releases, newsletters, and other public communications and media products; any promotional content which discusses the grant in detail and/or narrative form will be shared with your organization in advance for input.

If you wish to make your own press announcement that includes the Foundation's name or logo, please consult with the Foundation's Communications Department in advance by contacting media@mellon.org.

Grantee Control of Funds. Your organization confirms that, while the Foundation is providing support for the Project, your organization retains full discretion and control of the conduct of the Project, including over the process of selecting any persons or organizations (such as employees, independent contractors, consultants, vendors, secondary grantees, or other Project participants) to carry out the purposes of this grant. Accordingly, your organization acknowledges that the Foundation will not be responsible for any actions of your organization regarding the Project.

Recordkeeping. Grantees are required to retain accounting records, detailing all receipts and expenditures of grant funds, for three years following submission of the final grant report. The Foundation reserves the right to conduct audits, including on-site audits with reasonable notice, at any time during the term of the grant, and within three years after completion of the grant. Your organization agrees to cooperate in the audit and provide information to the Foundation or its representatives as necessary.

Organizational Tax Status. Your organization certifies that it is a subdivision or instrumentality of the State of Georgia and is thus deemed to be a charitable tax-exempt entity by the US Internal Revenue Service. Your organization will advise the Foundation immediately if there is any change in that status or in its organizing documents.

Limitations on Lobbying and Political Activity. Your organization confirms that Foundation grant funds will not be used by your organization:

- a) To conduct lobbying or otherwise attempt to influence legislation (within the meaning of [Internal Revenue Code Section 4945\(d\)\(1\)](#)); or
- b) To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (as prohibited under [Internal Revenue Code Section 4945\(d\)\(2\)](#)).

Compliance with Laws. In carrying out the Project, your organization will comply with all applicable local, state, federal, and international laws, regulations, and rules, including data privacy and intellectual property laws.

Workplace Conduct Standards. The Foundation gives high priority to the realization of equality of opportunity for all members of society. Accordingly, the Foundation expects that your organization seeks to foster a workplace that is free from discrimination, harassment, and workplace misconduct; takes appropriate affirmative steps to encourage equal employment opportunities for women and underrepresented groups to the fullest extent allowable under applicable law; and has established appropriate policies and procedures for training staff, receiving and addressing complaints regarding sexual harassment and other forms of workplace misconduct, and prohibiting retaliation against persons who make good faith complaints.

Notification and Cooperation. Your organization agrees to promptly notify the Foundation of any of the following: (1) significant organizational changes during the term of the grant, including, but not limited to, changes in key personnel and changes in tax status, (2) unless prohibited by law, (a) reported concerns about the legality or propriety of the grant activities or use of Foundation funds, and (b) the filing of a claim in any court or with any governmental agency alleging: (i) sexual or other harassment, discrimination, a hostile work environment, or similar claims regarding the activities of your organization; (ii) financial impropriety by your organization; or (iii) breach of fiduciary obligations by senior leadership or the board of your organization.

In the event the Foundation learns of allegations of impropriety, illegality, or workplace misconduct through notification by your organization or third parties, your organization agrees, to the extent legally permitted, to cooperate with reasonable requests of the Foundation to understand your organization's policies, procedures, and practices, including what steps were taken in response to the allegations.

Right to Discontinue Funding and Require Return of Funds. The Foundation reserves the right to modify the grant, discontinue funding, or terminate the grant at any time if (1) your organization fails to materially comply with the terms of this agreement, (2) any statements, representations, certifications, or documents provided by your organization are later determined to be false or materially misleading, or (3) the Foundation determines, in its reasonable judgement, that your organization has become unable to carry out the purpose of the grant as stated in this agreement. In any such event, your organization agrees, at the Foundation's request, to repay the grant funds or redirect them to another organization chosen by the Foundation to carry out the purposes of the grant.

Choice of Law and Jurisdiction. This Agreement will be governed by the laws of the State of New York, without giving effect to its conflict of law principles. The Parties consent to jurisdiction of any suit with respect to this Agreement in New York County, New York.

We ask that the Fulton County Library System indicates its consent to these terms by having an individual with corporate authority sign below. The Foundation will not make payments on this grant until we have received a complete, countersigned copy of this agreement. Please keep a copy for your files.

On behalf of the Foundation, may I extend every good wish for the success of this endeavor.

Sincerely,

Elizabeth Alexander
President

Fulton County Library System

By: _____

Name: _____

Title: _____

Date: _____

PH/CRM

FULTON COUNTY, GEORGIA

Date: _____

Robert L. Pitts, Chairman

Fulton County Board of Commissioners

ATTEST:

Date: _____

Tonya R. Grier

Chief Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Gayle Holloman, Director of Libraries

Fulton County Library System

Reporting and Payment Schedule

Report Schedule	
Report Type	Due Date
Interim Report	3/31/2024
Interim Report	3/31/2025
Interim Report	3/31/2026
Final Report	3/31/2027

Payment Schedule		
Payment Amount	Scheduled Date*	
\$1,000,000	12/19/2022	
\$1,000,000	12/4/2023	

**Please note that payment will not be made until the Foundation receives a countersigned grant agreement.
Please notify the Foundation of any changes in your organization's banking information.*



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0008

Meeting Date: 1/4/2023

Department

Library

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

Request approval to accept the GPLS PRIME TIME Family Reading Time LSTA mini-grant in an amount not to exceed \$6,125.00 at the Southeast library branch and an amount not to exceed \$8,125.00 at the Mechanicsville branch for a total amount not to exceed \$14,250.00. The grant period for PRIME TIME is December 1, 2022, to May 12, 2023.

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

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

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

Arts and Libraries

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background

The Fulton County Library System chose two sites to pilot this program with additional sites to be considered based on the reception and input from Fulton County patrons and stake holders. This grant will offer travel and training expenses, stipends for non-employee personnel, program books and food for participants. This grant is designed specifically for under-served families with children ages 6-10 years old. Early literacy activities are also available for toddler and preschool siblings. The program is intended to help economically and educationally vulnerable families bond around the act

of reading and talking about books. It models and encourages family reading and discussion of humanities topics, and aids parents and children in selecting books and becoming active public library users. These opportunities will be provided at the Southeast and Mechanicsville libraries.

Scope of Work: The Fulton County Library System chose two sites to pilot this program with additional sites to be considered based on the reception and input from Fulton County patrons and stake holders. This grant will offer travel and training expenses, stipends for non-employee personnel, program books and food for participants.

Community Impact: There is no community impact.

Department Recommendation: The Library recommends approval of this grant.

Project Implications: There aren't any project implications

Community Issues/Concerns: There aren't any community issues or concerns.

Department Issues/Concerns: There aren't any departmental issues or concerns.

Contract Modification

New Procurement

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

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

Exhibit 1 - PRIMETIME Application with Director's approval

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

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount: 14,250

Previous Adjustments:

Agenda Item No.: 23-0008

Meeting Date: 1/4/2023

This Request: 14,250
TOTAL: 14,250

Grant Information Summary

Amount Requested:	14,250	<input type="checkbox"/> Cash
Match Required:	2,000	<input type="checkbox"/> In-Kind
Start Date:	12/01/2022	<input type="checkbox"/> Approval to Award
End Date:	05/01/2023	<input type="checkbox"/> Apply & Accept
Match Account \$:	2,000	

Fiscal Impact / Funding Source

Funding Line 1:

461-650-XXXX-1302, 1169, 1457,1312,

Funding Line 2:

Funding Line 3:

Funding Line 4:

Key Contract Terms	
Start Date: 12/1/2022	End Date: 5/12/2023
Cost Adjustment:	Renewal/Extension Terms: N Renewals

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

Report Period Start:	Report Period End:
Upon Approval	5/12/2023

PRIME TIME 2023 LSTA Subgrant Application (Exhibit A)

The Library will appoint a Library Program Coordinator who will work with the the State Project Director (GPLS Director of Youth Services), to select a non-library employee PRIME TIME team consisting of a humanities scholar, a storyteller, and a preschool coordinator. A stipend for a Community Organizer/Translator is available for all sites. The responsibilities of each PRIME TIME member are outlined below.

RESPONSIBILITIES OF THE LIBRARY SYSTEM:

The Library shall have the following responsibilities with regard to implementing PRIME TIME program at the Library:

Issue library cards to each participating family.

Arrange/provide for meals, gift books and door prizes for each Prime Time session.

Provide a comfortable, safe and accessible physical space for the program sessions.

Arrange for transportation for attendees, if there is a need.

Provide a trained, on-site program coordinator (see specific responsibilities below) and sufficient staff and/or volunteers to carry out the Library's responsibilities under this Agreement.

Order PRIME TIME curriculum book sets for each family using one of the approved PT series. Handle books, storing them before the program and distributing books.

Cover any PRIME TIME costs not covered by the subgrantee agreement, including food in excess of \$625, incentives, additional books, door and raffle prizes. Library Coordinator time and effort is part of the Library Cost Match.

Submit PRIME TIME forms, online final reports, surveys, and reimbursement requests.

RESPONSIBILITIES OF THE LIBRARY PROGRAM COORDINATOR:

A professional staff member will serve as the library coordinator who will:

Attend a PRIME TIME training workshop.

Work with the project director to select a local scholar and storyteller (See selection criteria for each under "Responsibilities...")

Select a preschool coordinator (See selection criteria under "Responsibilities...")

Promote the PRIME TIME program and pre-register at least 30 families to participate.

Identify and coordinate transportation for families, if needed.

Order and handle books properly by storing them before the program, and distributing books.

Serve as the program host by welcoming families to the library.

Introduce the program, as well as the scholar and storyteller, and present an introduction to library services and resources at each session.

Administer and submit all PRIME TIME assessment forms, including final LSTA survey.

Submit a final report online.

Submit reimbursement request using online form and Excel reimbursement spreadsheet provided.

RESPONSIBILITIES OF THE COMMUNITY ORGANIZER / TRANSLATOR:

The community organizer/bilingual translator should have experience in working with the targeted families and agencies/organizations serving them.

Each community organizer/ translator will:

Attend a PRIME TIME training workshop.

Recruit and pre-register at least 30 families for the program.

Assist the library coordinator and implementation of the program.

Serve as the translator for each session at bilingual programs.

RESPONSIBILITIES OF THE HUMANITIES SCHOLAR:

GPLS will work with the library coordinator to select the local scholar. To ensure appropriate discussion of the selected stories' humanities content, the scholar should have a doctorate in a humanities discipline (literature, history, philosophy, and related areas listed at www.leh.org) with university teaching experience. Scholars with a master's degree in a humanities discipline with university teaching experience will be considered. In addition, the scholar should transmit a love of reading and talking about books to an audience (parents/guardians and their children) that primarily thinks of reading as a school activity. The scholar must be comfortable working with participants who have limited reading skills and do not have experience talking about books. The ideal candidate will have experience in outreach through professional activities or volunteer services and, at bilingual sites, be fluent in Spanish.

Each scholar will:

Attend a PRIME TIME training workshop.

Serve as a discussion leader for each session facilitating discussion of humanities themes found in books and modeling techniques for initiating and encouraging discussions for parents.

RESPONSIBILITIES OF THE STORYTELLER:

GPLS will work with the library coordinator to select the local storyteller for his/her knowledge of children's literature and ability to work with non-traditional audiences. The best storytellers will demonstrate the interrelatedness of the oral and literary traditions. They will also understand that their role is more than a performance; it includes demonstrating storytelling and reading aloud techniques that are accessible and replicable for the parents/guardians. The storyteller must be comfortable working with participants with limited reading skills and in participating fully in the discussion. Ideally, storytellers at bilingual sites will be fluent in Spanish.

Each storyteller will:

Attend a PRIME TIME training workshop.

Present stories, model storytelling and read-aloud techniques, and participate in the discussion at each session.

RESPONSIBILITIES OF THE PRESCHOOL COORDINATOR:

The preschool coordinator will attend to the needs of younger siblings and present early literacy activities while parents and older siblings are in the reading and discussion program. The preschool coordinator should have a background in early childhood education and be prepared to "prime the younger siblings for PRIME TIME" by creatively presenting stimulating stories, books, activities, songs, and crafts. This team member does not attend the formal PRIME TIME training and does not follow the PRIME TIME Preschool curriculum.

Each preschool coordinator will:

Present stories and activities.

Assist the Program Coordinator and Community Organizer as needed.

GPLS will provide:

Statewide training for new PRIME TIME team members (plus up to \$250/pp for travel expenses-

-\$1,000/library system)

LEH curriculum fee for each site.

\$750 stipends for scholar and storyteller. \$500 stipends for preschool coordinator and community organizer/translator; (\$2,500 total for stipends).

\$625 for meal expenses and up to \$2,000 for PRIME TIME curriculum book sets for families, site supplies and family transportation (food, prizes, and gifts are not allowable LSTA costs);

(\$2,625 total for program books, site supplies, family transportation, and meal expenses).

PLEASE think carefully about the budget before submitting the grant application. Please only request funding that you will spend completely on allowable expenses.

Total grant award up to **\$6,125**. Deadline to apply is **September 27, 2022**

Email *

marcia.divack@fultoncountyga.gov

Library System: *

Fulton County Library System

Library Director's Name: *

Gayle Holloman

Library Director's Email: *

gayle.holloman@fultoncountyga.gov

Library Program Coordinator's Name: *

Marcia Divack

Library Program Coordinator's Email: *

marcia.divack@fultoncountyga.gov

Library Program Coordinator's Phone Number (please include extension): *

404-964-4703

If your library system has a centralized Budget Manager, or Grant Administrator who is **not** the Library Coordinator, but needs to be included in pertinent communications, please list their name and email below:

Jamar Parker Jamar.parker@fultoncountyga.gov

Narrative. Please tell us why you would like to implement PRIME TIME: *

The Fulton County Library System has just completed a strategic plan and a major focus of the strategic plan is literacy, including early literacy. Prime Time will be a great addition to our literacy focused programs and events. Our goal is to engage the community in reading and encourage them to read "actively" by teaching them how to engage with what they are reading. Prime Time will serve as fitting addition to other literacy programs we offer, including One Book, One Read and our Children's Book Festival.

Have you implemented PRIME TIME before? *

☒ Yes

☐ No

If you have implemented PRIME TIME before, please list the names of the branches that have previously hosted the program in your library system:

The Central Library

Library where the program will be held: *

Mechanicsville Library

PRIME TIME site address: *

400 Formwalt St SW, Atlanta GA 30312

English or Bilingual/Spanish? *

☒ English

☐ Bilingual/Spanish

Will you train new staff or team members? Training will be held on Saturday, **December 3, 2023** *
at Georgia College in Milledgeville, GA.

- ☒ Yes, a full new team of 4
- ☐ Yes, additional library staff who will assist the Library Program Coordinator
- ☐ Yes, new scholar or storyteller
- ☐ No
- ☐ Maybe. TBD.
- ☐ Other:

How much are you requesting? Please enter a dollar amount for each budget category. PLEASE only request what you will actually be able to spend--plan to research previous PRIME TIME expenses to assist with your budget request.

\$6,125

Travel expenses (up to \$250/attendee or up to \$1,000 per library system) *

\$1,000

Stipends (up to \$2,500--\$750 per scholar/storyteller; \$500 per community organizer/preschool coordinator) *

\$2,500

Program books and supplies (up to \$2,000--you can estimate \$1,000 for 17 booksets (15 families; 2 for discussion leaders) in English. \$1,700 for 17 bilingual/Spanish booksets) *

\$2,000

Food (up to \$625) *

625

Total amount requested (up to \$6,125) *

\$6,125

Total amount of local cost match. Please include Library Program Coordinator time and effort for 80 - 100 hours at \$20/hour as a minimum. *

2,000

Total amount of project--including LSTA subgrant and local match. *

\$8,125

Library agrees to use these funds for direct expenses incurred by Library in connection with PRIME TIME Family Reading Time. Please sign below by typing the Library Director's name and make a copy of the documents for your records. *

Gayle Holloman

This form was created inside of Georgia's Public Libraries.

Google Forms

PRIME TIME 2023 LSTA Subgrant Application (Exhibit A)

The Library will appoint a Library Program Coordinator who will work with the the State Project Director (GPLS Director of Youth Services), to select a non-library employee PRIME TIME team consisting of a humanities scholar, a storyteller, and a preschool coordinator. A stipend for a Community Organizer/Translator is available for all sites. The responsibilities of each PRIME TIME member are outlined below.

RESPONSIBILITIES OF THE LIBRARY SYSTEM:

The Library shall have the following responsibilities with regard to implementing PRIME TIME program at the Library:

Issue library cards to each participating family.

Arrange/provide for meals, gift books and door prizes for each Prime Time session.

Provide a comfortable, safe and accessible physical space for the program sessions.

Arrange for transportation for attendees, if there is a need.

Provide a trained, on-site program coordinator (see specific responsibilities below) and sufficient staff and/or volunteers to carry out the Library's responsibilities under this Agreement.

Order PRIME TIME curriculum book sets for each family using one of the approved PT series. Handle books, storing them before the program and distributing books.

Cover any PRIME TIME costs not covered by the subgrantee agreement, including food in excess of \$625, incentives, additional books, door and raffle prizes. Library Coordinator time and effort is part of the Library Cost Match.

Submit PRIME TIME forms, online final reports, surveys, and reimbursement requests.

RESPONSIBILITIES OF THE LIBRARY PROGRAM COORDINATOR:

A professional staff member will serve as the library coordinator who will:

Attend a PRIME TIME training workshop.

Work with the project director to select a local scholar and storyteller (See selection criteria for each under "Responsibilities...")

Select a preschool coordinator (See selection criteria under "Responsibilities...")

Promote the PRIME TIME program and pre-register at least 30 families to participate.

Identify and coordinate transportation for families, if needed.

Order and handle books properly by storing them before the program, and distributing books.

Serve as the program host by welcoming families to the library.

Introduce the program, as well as the scholar and storyteller, and present an introduction to library services and resources at each session.

Administer and submit all PRIME TIME assessment forms, including final LSTA survey.

Submit a final report online.

Submit reimbursement request using online form and Excel reimbursement spreadsheet provided.

RESPONSIBILITIES OF THE COMMUNITY ORGANIZER / TRANSLATOR:

The community organizer/bilingual translator should have experience in working with the targeted families and agencies/organizations serving them.

Each community organizer/ translator will:

Attend a PRIME TIME training workshop.

Recruit and pre-register at least 30 families for the program.

Assist the library coordinator and implementation of the program.

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Total grant award up to **\$6,125**. Deadline to apply is **September 27, 2022**

Email *

marcia.divack@fultoncountyga.gov

Library System: *

Fulton County Library System

Library Director's Name: *

Gayle Holloman

Library Director's Email: *

gayle.holloman@gultoncountyga.gov

Library Program Coordinator's Name: *

Marcia Divack

Library Program Coordinator's Email: *

marcia.divack@fultoncountyga.gov

Library Program Coordinator's Phone Number (please include extension): *

404-964-4703

If your library system has a centralized Budget Manager, or Grant Administrator who is **not** the Library Coordinator, but needs to be included in pertinent communications, please list their name and email below:

Jamar Parker jamar.parker@fultoncountyga.gov

Narrative. Please tell us why you would like to implement PRIME TIME: *

The Fulton County Library System has just completed a strategic plan and a major focus of the strategic plan is literacy, including early literacy. Prime Time will be a great addition to our literacy focused programs and events. Our goal is to engage the community in reading and encourage them to read "actively" by teaching them how to engage with what they are reading. Prime Time will serve as fitting addition to other literacy programs we offer, including One Book, One Read and our Children's Book Festival.

Have you implemented PRIME TIME before? *

☒ Yes

☐ No

If you have implemented PRIME TIME before, please list the names of the branches that have previously hosted the program in your library system:

Central Library

Library where the program will be held: *

Southeast Atlanta Library

PRIME TIME site address: *

1463 Prior Road, Atlanta, GA 30315

English or Bilingual/Spanish? *

☒ English

☐ Bilingual/Spanish

Will you train new staff or team members? Training will be held on Saturday, **December 3, 2023** *
at Georgia College in Milledgeville, GA.

- ☒ Yes, a full new team of 4
- ☐ Yes, additional library staff who will assist the Library Program Coordinator
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- ☐ Maybe. TBD.
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How much are you requesting? Please enter a dollar amount for each budget category. PLEASE only request what you will actually be able to spend--plan to research previous PRIME TIME expenses to assist with your budget request.

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Food (up to \$625) *

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Total amount requested (up to \$6,125) *

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Total amount of local cost match. Please include Library Program Coordinator time and effort for 80 - 100 hours at \$20/hour as a minimum. *

\$2,000

Total amount of project--including LSTA subgrant and local match. *

\$8,125

Library agrees to use these funds for direct expenses incurred by Library in connection with PRIME TIME Family Reading Time. Please sign below by typing the Library Director's name and make a copy of the documents for your records. *

Gayle Holloman

This form was created inside of Georgia's Public Libraries.

Google Forms



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0009

Meeting Date: 1/4/2023

Department

Department for HIV Elimination

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

Request approval to amend existing contracts to increase the spending authority of “Ending the HIV Epidemic” grant subrecipients pursuant to the Health Resources and Services Administration award UT8HA3393 in the amount of \$510,000.00 per year, in fiscal years 2022 through 2024, subject to Federal funding. Contracts are 100% grant funded with no Fulton County match. Request authorization for the Chairman to execute contracts with selected subrecipients. To protect the interest of the County, the County Attorney is authorized to approve the contracts as to form and substance and make any necessary modifications thereto prior to execution by the Chair.

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

O.C.G.A. § 36-10-1 requires all official contracts entered into by the County governing authority with other persons on behalf of the County be in writing and entered on its minutes.

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The Department for HIV Elimination recommends approval of increased spending authority for selected subrecipient's to provide HIV care and support services using 100% "Ending the HIV Epidemic" grant funds with no required match. The Board of Commissioners previously approved "Ending the HIV Epidemic" grant funding through #21-0800 (10/20/2021). Subrecipients were recommended by a Review Committee pursuant to RFP: 21RFPRW0708B-EC. This action would supplement the subrecipient agencies FY 2022 - FY2024 funding for additional service. Ending the HIV Epidemic: A Plan for America - Ryan White HIV/AIDS Program Parts A and B (EHE) is the administration's operational plan to achieve a 75% reduction in new HIV cases by 2025 and at least 90% reduction by 2030 through a rapid infusion of additional resources to 57 geographic focus areas which together account for over 50% of new HIV cases. Four of the 57 focus areas are in Metropolitan Atlanta: Fulton, DeKalb, Cobb, and Gwinnett Counties. As the recipient for Ryan White Part A funds for Metropolitan Atlanta, Fulton County received notification from the Health Resources and Services Administration (HRSA) of an EHE award (UT8HA33933) with a project period from 3/1/2020 through 2/28/2025 with an award of \$3,975,746 per year subject to the availability of federal funding. Funds are recommend to increase spending authority for the following subrecipients:

EHE AGENCIES-SERVICES	PREVIOUSLY APPROVED FUNDING			ADDITIONAL FUNDING UNDER THIS REQUEST	TOTAL ENDING THE HIV EPIDEMIC FUNDING
	FY22	FY23	FY24		
1) AHF	\$120,692.00	\$120,692.00	\$120,692.00	\$50,000	\$412,076.00
2) AID Atlanta	\$142,913.00	\$142,913.00	\$142,913.00	\$50,000	\$478,739.00
3) DeKalb BOH	\$87,511.00	\$87,511.00	\$87,511.00	\$40,000	\$302,533.00
4) Grady IDP	\$646,627.00	\$647,651.00	\$648,704.00	\$100,000	\$2,042,982.00
5) Heather Ivy	\$84,845.00	\$84,845.00	\$84,845.00	\$40,000	\$294,535.00
6) HOPE Atlanta	\$217,473.00	\$217,473.00	\$217,473.00	\$50,000	\$702,419.00
7) Open Hand Atlanta	\$55,800	\$55,800	\$55,800	\$30,000	\$197,400.00
8) PIHC	\$485,303.00	\$485,303.00	\$485,303.00	\$100,000	\$1,555,909.00
9) Southside Medical Center	\$140,000.00	\$140,000.00	\$140,000.00	\$50,000	\$470,000.00
TOTAL	\$1,981,164.00	\$1,982,188.00	\$1,983,241.00	\$510,000.00	\$6,456,593.00

Community Impact: Ending the HIV Epidemic funding supports essential care and support services for Persons Living with HIV (PLWH) in the targeted counties to decrease the number of new HIV cases. Populations of Focus are African American Men, African American Men who Have Sex with Men, African American Women, Transgender Men and Women. Funds will support the provision of medical services and supportive services such as case management, housing, provision of food and initiative projects. All services have as their main goal increased viral suppression rates.

Department Recommendation: The Department for HIV Elimination recommends approval of increased spending authority for "Ending the HIV Epidemic" grant subrecipient's in the amount of

\$510,000.00 in FY22, \$510,000.00 in FY23, and \$510,000.00 in FY24

Project Implications: No change in budget. These contracts are 100% grant-funded with no County match.

Community Issues/Concerns: The Department for HIV Elimination is not aware of any community issues/concerns regarding the agenda item.

Department Issues/Concerns: There are no Department issues/concerns regarding the agenda item.

**FULTON COUNTY BOARD OF COMMISSIONERS
RECESS MEETING**

October 20, 2021

10:00 AM



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



POST AGENDA MINUTES

This document is tentative, has not been ratified or approved by the Board of Commissioners, and is not binding on the County or any officer.

Scheduled date for ratification: November 3, 2021

CALL TO ORDER: Chairman Robert L. Pitts

10:02 a.m.

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

Robert L. Pitts, Chairman (At-Large)

PRESENT

Liz Hausmann, Commissioner (District 1)

PRESENT

Bob Ellis, Commissioner (District 2)

PRESENT

Lee Morris, Commissioner (District 3)

PRESENT

Natalie Hall, Vice Chair (District 4)

PRESENT

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

PRESENT

Khadijah Abdur-Rahman, Commissioner (District 6)

PRESENT

INVOCATION: Reverend Clifton Dawkins, Jr., County Chaplain

PLEDGE OF ALLEGIANCE: Recite in unison

ANNOUNCEMENTS

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

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

CONSENT AGENDA**21-0784 Board of Commissioners**

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

A motion was made by Commissioner Ellis and seconded by Commissioner Hausmann, to adopt the Consent Agenda as amended by removing item #21-0806 as requested by the County Manager. The motion passed by the following vote:

Yea: Pitts, Hausmann, Ellis, Morris, Hall, and Abdur-Rahman

Absent: Arrington

21-0785 Board of Commissioners

Proclamations for Spreading on the Minutes **(SPREAD ON THE MINUTES UPON ADOPTION OF THE CONSENT AGENDA)**

Proclamation recognizing "Sheila A. Williams Remembrance Day." **(Pitts)**
August 18, 2021

Proclamation recognizing "SiMan Baby Alexander and DJ Mix Master Mitch Appreciation Day." **(Abdur-Rahman)**
October 30, 2021

Commissioners' District Board Appointments**21-0786 Board of Commissioners**

FULTON COUNTY HOMELESS CONTINUUM OF CARE (CoC) **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

Term = 2 Years

Term below expired: 12/31/2020
Johnathan Davis **(Morris/BOC-3)**

Commissioner Morris nominated Peter Hausmann for a District appointment to a term ending December 31, 2022.

21-0787 Board of Commissioners

Request approval of the proposed 2022 Fulton County Board of Commissioners Meeting Calendar. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

Open & Responsible Government**21-0788 Finance**

Ratification of September 2021 Grants Activity Report **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

21-0789 Real Estate and Asset Management

Request approval of a Water Line Easement Dedication of 50,631 square feet to Fulton County, a political subdivision of the State of Georgia, from Lennar Georgia, Inc., for the purpose of constructing the Villas at River Park Project at 5976 State Bridge Road, Johns Creek, Georgia 30097. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

21-0790 Real Estate and Asset Management

Request approval of a Water Vault Easement Dedication of 440 square feet to Fulton County, a political subdivision of the State of Georgia, from JJ/DB-KROS Real Estate, LLC, for the purpose of constructing the Julio Jones Kia Project at 10955 Westside Pkwy, Alpharetta, Georgia 30009. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

21-0791 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 50,631 square feet to Fulton County, a political subdivision of the State of Georgia, from Lennar Georgia, Inc., for the purpose of constructing the Villas at River Park Project at 5976 State Bridge Road, Johns Creek, Georgia 30097. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

21-0792 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 55,074 square feet to Fulton County, a political subdivision of the State of Georgia, from Academy Park Neighborhood Association, Inc., for the purpose of accepting the Academy Sewer Easement Dedication for Phases 1 and 4 at 0 Webb Road, Alpharetta, Georgia 30009. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

21-0793 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 5,578 square feet to Fulton County, a political subdivision of the State of Georgia, from Weingarten Investments, Inc., for the purpose of constructing the Existing Sewer Line South of Hall Road Project at 0 Campbellton Fairburn Road, South Fulton, Georgia 30213. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

21-0794 Real Estate and Asset Management

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 20ITB125868C-CG Glass and Plexiglas Repair and Replacement in the total amount of \$55,000.00 with (A) Brad Construction Company II (Fayetteville, GA) in the amount of \$40,000.00; and, (B) P&E Mirror and Glass, LLC. (Atlanta, GA) in the amount of \$15,000.00 to provide glass and Plexiglas repair and replacement for Fulton County on an "as-needed" basis. This action exercises the first of two renewal options. One renewal option remains. Effective dates: from January 1, 2022 through December 31, 2022. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

21-0795 Real Estate and Asset Management

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 20ITB125925C-CG, Septic Tank and Grease Trap Maintenance Services Countywide in the amount of \$25,000.00 with Darling Ingredients, Inc.- Dar Pro Solutions (Atlanta, GA), to provide septic tank and grease trap maintenance services on an "as needed" basis for Fulton County. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2022 through December 31, 2022. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

Health and Human Services**21-0796 Community Development**

Request approval to amend the Community Development Block Grant contracts with the following municipalities: College Park (\$584,000.00), East Point (\$162,487.00), Fairburn (\$200,000.00), Hapeville (\$150,000.00), and Union City (\$422,500.00), to extend the contract end date from September 30, 2021 to July 31, 2022, which will allow the cities additional time to complete construction timelines. The award amount for each contract does not change from these amendments. The County Attorney is authorized to approve the contract amendments as to form and make changes thereto prior to execution. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

21-0797 Community Development

Request approval to amend the Community Development Block Grant CV-1 contracts with the following sub-recipients: College Park (\$500,000.00), Fairburn (\$50,000.00), and Palmetto (\$120,000.00), to extend the contract end date from December 31, 2021 to April 28, 2022, to allow the cities additional time to respond to the needs of their communities. The funding levels for each contract stays the same and does not change as a result of these amendments. The County Attorney is authorized to approve the contracts as to form and make changes thereto prior to execution. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

21-0798 Community Development

Request approval to enter into a Memorandum of Understanding by Fulton County, Georgia with (a) Community Assistance Center in the amount of \$25,000.00, and (b) North Fulton Community Charities in the amount of \$25,000.00, to be paid from Emergency Solutions Grants (ESG 20) for Homeless Prevention activities. Effective upon BOC approval through October, 30, 2022. The County Attorney is authorized to approve the contracts as to form and make changes thereto prior to execution. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

21-0799 Community Development

Request approval to amend the Emergency Solutions Grant (ESG 20) contract with the Society of St. Vincent DePaul, GA, to increase the grant award from \$33,286.00 to \$55,000.00, and extend the contract end date from April 30, 2022 to July 31, 2022. The County Attorney is authorized to approve the contracts as to form and make changes thereto prior to execution. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

21-0800**Department for HIV Elimination**

Request approval of FY2020 Carryover and FY2021 Ending the HIV Epidemic Initiative grant funds totaling \$1,133,172.00 pursuant to Health Resources and Services Administration grant H89HA00007. Contracts are 100% grant funded with no Fulton County match. Request authorization for the Chairman to execute contracts with selected subrecipients. To protect the interest of the County, the County Attorney is authorized to approve the contracts as to form and substance and make any necessary modifications thereto prior to execution by the Chair.

(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)

21-0801**Department for HIV Elimination**

Request approval of additional Ryan White HIV/AIDS Program Minority AIDS Initiative (MAI) grant funding to Grady Hospital dba Grady Health System for services to be provided in Fiscal Year 2021 in an amount not to exceed \$300,000.00. This is 100% grant funded with no County match required. Request authorization for the Chairman to execute contracts with selected subrecipients. To protect the interest of the County, the County Attorney is authorized to approve the contracts as to form and substance and make any necessary modifications thereto prior to execution by the Chair. Effective October 1, 2021.

(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)

21-0802**Public Works**

Request approval to renew existing contracts - 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 service. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2022 through December 31, 2022.

(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)

21-0803**Public Works**

Request approval to renew existing contracts - Department of Public Works, 19ITB111419A-YJ, Laboratory Testing Services in the amount of \$100,000.00 with Analytical Environmental Services, Inc. (Atlanta, GA) to provide laboratory testing services. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2022 through December 31, 2022.

(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)

21-0804**Public Works**

Request approval to renew an existing contract - Department of Public Works, 20ITBC124898A-YJ, Precision Fill Two-Component Structural Polyurethane Foam and Materials for Filling Voids in the amount of \$74,574.84 with Prime Resins, Inc. (Conyers, GA), to provide precision fill two component structural polyurethane foam and materials for filling voids. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2022 through December 31, 2022.

(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)

21-0805 Senior Services

Request approval to renew existing contracts - Department of Senior Services, #21ITB000011A-CJC, Pool Maintenance Services (Roswell, GA), in the amount of \$130,000.00 with United Pool Maintenance, to provide pool maintenance services, repair and preventive maintenance to the four Senior Multipurpose Facilities. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2022 through December 31, 2022. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

Infrastructure and Economic Development**21-0806 Public Works**

Request approval to renew an existing contract - Department of Public Works, 19ITB120391A-FB, Landscape Maintenance Services at Fulton County Executive Airport - Charlie Brown Field in the amount of \$45,024.46 with Ed Castro Landscape, Inc. (Roswell, GA), to provide landscape maintenance services at Fulton County Executive Airport - Charlie Brown Field. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2022 through December 31, 2022. **(REMOVED)**

ITEM REMOVED FROM THE CONSENT AGENDA AS REQUESTED BY THE COUNTY MANAGER

RECESS MEETING AGENDA**21-0807 Board of Commissioners**

Adoption of the Recess Meeting Agenda. **(ADOPTED AS AMENDED)**

a. A motion was made by Vice Chair Hall and seconded by Commissioner Hausmann, to adopt the Recess Meeting Agenda as amended by revising items #21-0809 and #21-0779. The motion passed by the following vote:

Yea: Pitts, Hausmann, Ellis, Morris, Hall, and Abdur-Rahman

Absent: Arrington

b. A motion was made by Commissioner Hausmann and seconded by Commissioner Abdur-Rahman, to reconsider the Recess Meeting Agenda. **(NO VOTE TAKEN)**

21-0808 Clerk to the Commission

Ratification of Minutes. **(RATIFIED)**

Recess Meeting Minutes, September 15, 2021

Regular Meeting Post Agenda Minutes, October 6, 2021

A motion was made by Vice Chair Hall and seconded by Commissioner Ellis, to ratify the meeting minutes. The motion passed by the following vote:

Yea: Pitts, Hausmann, Ellis, Morris, Hall, and Abdur-Rahman

Absent: Arrington

EHE AGENCIES- SERVICES	PREVIOUSLY APPROVED FUNDING			ADDITIONAL FUNDING UNDER THIS REQUEST	TOTAL ENDING THE HIV EPIDEMIC FUNDING
	FY22	FY23	FY24		
1) AHF	\$120,692.00	\$120,692.00	\$120,692.00	\$50,000	\$412,076.00
2) AID Atlanta	\$142,913.00	\$142,913.00	\$142,913.00	\$50,000	\$478,739.00
3) DeKalb BOH	\$87,511.00	\$87,511.00	\$87,511.00	\$40,000	\$302,533.00
4) Grady IDP	\$646,627.00	\$647,651.00	\$648,704.00	\$100,000	\$2,042,982.00
5) Heather Ivy	\$84,845.00	\$84,845.00	\$84,845.00	\$40,000	\$294,535.00
6) HOPE Atlanta	\$217,473.00	\$217,473.00	\$217,473.00	\$50,000	\$702,419.00
7) Open Hand Atlanta	\$55,800	\$55,800	\$55,800	\$30,000	\$197,400.00
8) PIHC	\$485,303.00	\$485,303.00	\$485,303.00	\$100,000	\$1,555,909.00
9) Southside Medical Center	\$140,000.00	\$140,000.00	\$140,000.00	\$50,000	\$470,000.00
TOTAL	\$1,981,164.00	\$1,982,188.00	\$1,983,241.00	\$510,000.00	\$6,456,593.00



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0011

Meeting Date: 1/4/2023

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

Appointment of the Vice-Chairman.

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

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

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

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

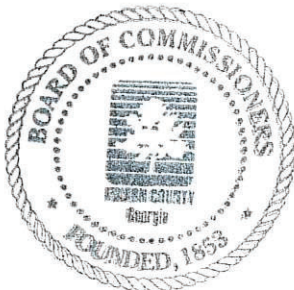
12 **NOW, THEREFORE BE IT ORDAINED**, by the Board of Commissioners of Fulton
13 County, Georgia that Fulton County Code § 101-36 (b) shall be amended to read as
14 follows:

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

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

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

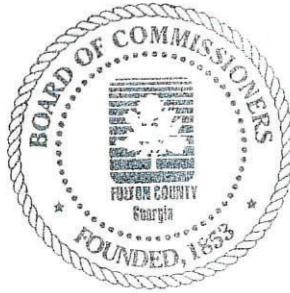
28
29 **SPONSORED BY:**




Liz Hausmann, Commissioner District 1

1
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11

ATTEST:



Tonya R. Grier

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Kaye W. Burwell

Kaye W. Burwell, Interim County Attorney

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



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0013

Meeting Date: 1/4/2023

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

Presentation of Proclamations and Certificates.

Proclamation recognizing “Medical Examiner’s Accreditation Appreciation Day.” **(Hall)**

Proclamation recognizing “Human Trafficking Awareness Month.” **(Abdur-Rahman)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0015

Meeting Date: 1/4/2023

Department

Finance

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

Review and approval of the FY2023 Final Adopted Budget and FY2023 Budget Resolution.

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

Approval of FY2023 Final Adopted Budget and FY2023 Budget Resolution and any other action deemed necessary by the BOC on the budget.

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

Open and Responsible Government

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

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

Presentation and request approval of the following FY2023 Final Adopted Budgets and FY2023 Budget Resolution in accordance with the Budget ordinance which provides for the Board of Commissioners to approve the final budget either on the first meeting in January (January 4, 2023) or the second meeting in January (January 18, 2023).

- a) 2023 Final Adopted General Fund
- b) 2023 Final Adopted Airport Fund
- c) 2023 Final Adopted Fulton Industrial District Fund
- d) 2023 Final Adopted Communications "911" Fund

- e) 2023 Final Adopted Bond Fund
- f) 2023 Final Adopted Risk Management Fund
- g) 2023 Final Adopted Special Appropriations Funds
- h) 2023 Final Adopted Updated Personnel Control Schedule (New Position List)
- i) 2023 Final Adopted Annual Hardware/Software Maintenance and Support Contracts List

The Administration is currently in the process of finalizing the final adopted budget documents and will provide the budget materials to the Board of Commissioners on or before January 4, 2023.

WHEREAS, Fulton County’s County Manager submitted a proposed budget to the Board of Commissioners on November 16th, 2022, as required under the County’s Budget Ordinance, and

WHEREAS, Fulton County’s Board of Commissioners held a public hearing, as required by O.C.G.A. § 36-81-5, at a meeting on December 7, 2022, and

WHEREAS, O.C.G.A. § 36-81-6 requires that on a date after the conclusion of the hearing, the governing authority adopt a budget ordinance or resolution making appropriations in such sums as the governing authority may deem sufficient, whether greater or less than the sums presented in the proposed budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Fulton County, Georgia, that the 2023 proposed operating budget, including all amendments presented in the adopted budget booklet provided to each Commissioner and any additional changes approved by the Board of Commissioners during the budget discussion and deliberation process is hereby approved.

SO PASSED AND ADOPTED, this _____ day of _____, 2023.

FULTON COUNTY BOARD OF
COMMISSIONERS

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

ATTEST

APPROVED AS TO FORM

Tonya Grier
Clerk, Board of Commissioners

Y. Soo Jo
County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0016

Meeting Date: 1/4/2023

Department

Public Works

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

Request approval of the lowest responsible bidder - Department of Public Works, 22ITBC077A-KM, Landscaping Restoration Services in an amount not to exceed \$131,923.00 with Ed Castro Landscaping, Inc. (Roswell, GA), to provide landscaping restoration services effective January 1, 2023, through December 31, 2023 with two renewal options.

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

In accordance with Purchasing Code Section 102-373, all competitive sealed bids of more than \$100,000.00 shall be forwarded to the Board of Commissioners for approval.

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: The Department of Public Works recommends approval of the lowest responsible bidder, Ed Castro Landscaping, Inc., with two renewal options.

Scope of Work: This contract with Ed Castro Landscaping, Inc., provides landscaping restoration services along private property that may be disturbed during the repair of sewer and/or water emergency and maintenance activities by Public Works or our contractor.

Community Impact: Public Works aims to provide a speedy restoration of the customer's landscaped property and ensure no soil erosion enters the stormwater system. Therefore, limited

impact to the community is anticipated.

Department Recommendation: The Department of Public Works recommends approval of lowest responsible bidder to Ed Castro Landscaping, Inc. with two renewal options.

Project Implications: If there are budget reductions or the contract is not awarded, this will affect our ability to adequately provide this service.

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

Department Issues/Concerns: There are no issues/concerns known to Public Works staff.

Contract Modification: New Procurement

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

Contract Value: \$131,923.00

Prime Vendor: Ed Castro
Prime Status: Non-Minority
Location: Roswell, GA
County: Fulton County
Prime Value: \$ 113,321.86 or 85.90%

Subcontractor: CMG Landscape and Maintenance
Subcontractor Status: African American Male Business Enterprise - Non-Certified
Location: Roswell, GA
County: Fulton County
Contract Value: \$7,572.38 or 5.74%

Subcontractor: Complete Facility
Subcontractor Status: African American Female Enterprise - Certified
Location: Suwanee, GA
County: Gwinnett County
Contract Value: \$7,572.38 or 5.74%

Subcontractor: One Two Tree
Subcontractor Status: White Female Business Enterprise - Non Certified
Location: Marietta, GA
County: Fayette County
Contract Value: \$3,456.38 or 2.62%

Total Contract Value: \$131,923.00 or 100.00%
Total M/FBE Values \$15,144.76 or 11.48%

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, 404-612-6317

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$131,923.00
TOTAL:	\$131,923.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

201-540-5459-1160: Water & Sewer Revenue, Public Works, Professional Services - \$43,974.33.

Funding Line 2:

201-540-5469-1160: Water & Sewer Revenue, Public Works, Professional Services - \$43,974.33.

Funding Line 3:

203-540-5453-1160: Water & Sewer R & E, Public Works, Professional Services - \$43,974.34.

Key Contract Terms	
Start Date: 1/1/2023	End Date: 12/31/2023
Cost Adjustment:	Renewal/Extension Terms: Two options remain

Overall Contractor Performance Rating: 3.60

Would you select/recommend this vendor again?

Yes

Report Period Start:
6/1/2022

Report Period End:
9/30/2022

BID TAB							
BID NUMBER/QUOTE #: 22ITB077A-KM				OPENING DATE: 12/2/2022		PAGE NUMBER:	
BID DESCRIPTION: To provide landscaping restoration services.							
REQUESTING DEPARTMENT: DEPARTMENT OF PUBLIC WORKS				CONTACT			
22ITB077A-KM Landscaping Restoration Services				VENDOR NAME		VENDOR NAME	
				Ed Castro Landscape			
				ADDRESS		ADDRESS	
				1125 Old Ellis Road			
				TELEPHONE:		TELEPHONE	
				(770) 998-8444			
				CONTACT:		CONTACT:	
				Edward Castro			
	ITEM DESCRIPTION	UNIT	QTY	UNIT \$	TOTAL	UNIT \$	TOTAL
1	Bermuda Sod	sq. ft.	12000	\$ 1.85	\$ 22,200.00	\$	-
2	Centipede Sod	sq. ft.	6000	\$ 1.65	\$ 9,900.00	\$	-
3	Zoysia Sod	sq. ft.	8000	\$ 2.00	\$ 16,000.00	\$	-
4	Fescue Sod	sq. ft.	8000	\$ 1.65	\$ 13,200.00	\$	-
5	Fescue Seed	sq. ft.	5000	\$ 0.42	\$ 2,100.00	\$	-
6	Rye Seed	sq. ft.	4000	\$ 0.36	\$ 1,520.00	\$	-
7	Hardwood Mulch (Cypress Mulch)	Cubic Yard	40	\$ 0.65	\$ 26.00	\$	-
8	Hardwood Mulch (Mini Nuggets)	Cubic Yard	40	\$ 0.65	\$ 26.00	\$	-
9	Hardwood Mulch (Dyed Red Mulch)	Cubic Yard	40	\$ 0.65	\$ 26.00	\$	-
10	Pea Gravel	Cubic Yard	20	\$ 335.00	\$ 6,700.00	\$	-
11	Marble Chips	Cubic Yard	20	\$ 300.00	\$ 6,000.00	\$	-
12	Pine Straw	Bale	250	\$ 8.50	\$ 2,125.00	\$	-
13	Wheat Straw	Bale	250	\$ 20.00	\$ 5,000.00	\$	-
14	Top Soil	Cubic Yard	100	\$ 62.00	\$ 6,200.00	\$	-
15	Compost	Cubic Yard	100	\$ 80.00	\$ 8,000.00	\$	-
16	Erosion Control Matting	sq. ft.	2000	\$ 1.45	\$ 2,900.00	\$	-
17	Loblolly Pine (Pinus Taeda) - - 5' in height	Each	5	\$ 300.00	\$ 1,500.00	\$	-
18	Virginia Pine (Pinus Virginiana) -6 - 8' in height	Each	5	\$ 300.00	\$ 1,500.00	\$	-
19	Sawtooth Oak (Quercus cutissima)-- 2" caliper	Each	5	\$ 360.00	\$ 1,800.00	\$	-
20	Yoshino Cherry - (Prunus Yedoensis) - 2" caliper	Each	5	\$ 360.00	\$ 1,800.00	\$	-
21	Trees from Group 1	Each	5	\$ 425.00	\$ 2,125.00	\$	-
22	Trees from Group 2	Each	5	\$ 410.00	\$ 2,050.00	\$	-
23	Trees from Group 3	Each	5	\$ 365.00	\$ 1,825.00	\$	-
24	Trees from Group 4	Each	5	\$ 540.00	\$ 2,700.00	\$	-
25	Trees from Group 5	Each	5	\$ 615.00	\$ 3,075.00	\$	-
26	Trees from Group 6	Each	5	\$ 650.00	\$ 3,250.00	\$	-
27	Trees from Group 7	Each	5	\$ 700.00	\$ 3,500.00	\$	-
28	Trees from Group 8	Each	5	\$ 785.00	\$ 3,925.00	\$	-
29	Evergreen Shrubs from Group 9	Each	5	\$ 55.00	\$ 275.00	\$	-
30	Evergreen Shrubs from Group 10	Each	5	\$ 60.00	\$ 300.00	\$	-
31	Deciduous Shrubs from Group 11	Each	5	\$ 75.00	\$ 375.00	\$	-
	Total (Lines 1 - 31)				\$ -	\$	-
					\$ -	\$	-
					\$ -	\$	-
					\$ -	\$	-
					\$ -	\$	-
					\$ -	\$	-
GRAND TOTAL:				\$131,923.00		\$0.00	
BIDS MAILED				NO RESPONSE:		ASSISTANT PURCHASING AGENT:	
BIDS RECEIVED:				NO-BIDS:		CHIEF ASSISTANT:	
						DEPT. AUTHORIZATION:	



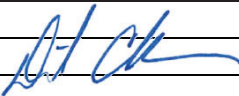
**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
6/1/22	9/30/22	1/1/2022	12/31/2022
Purchaser Order Number		Purchase Order Date	
Department			
Public Works			
Bid Number		Service Commodity	
19ITB120540A-YJ		Landscaping Restoration	
Contractor			
Ed Castro Landscape			
Performance Rating			
0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.		
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.		
2 = Satisfactory	Archives 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	Archives 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	Archives 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)	
<input type="radio"/>	0	Overall the quality of services have been good.	
<input type="radio"/>	1		
<input type="radio"/>	2		
<input checked="" type="radio"/>	3		
<input type="radio"/>	4		
2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)	
<input type="radio"/>	0	Ed Castro has been very responsive to our needs.	
<input type="radio"/>	1		
<input type="radio"/>	2		
<input type="radio"/>	3		
<input checked="" type="radio"/>	4		

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	Overall, business relations have been good. There were a few instances where the invoicing required modification.
<input type="radio"/>	1	
<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)
	0	No comments
	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
<input type="radio"/>	0	Ed Castro staff was very easy to work with.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	3.60	Date	12/7/2022
Would you select/recommend this vendor again?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Rating completed by:	Josh Van Horn		
Department Head Name:	David Clark		
Department Head Signature			

After completing the form:
 Submit to Purchasing
 Print a copy for your records
 Save the form

Submit

Print

Save

DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM



TO: Felicia Strong-Whitaker, Purchasing
FROM: David Clark, Director *DC*
DATE: December 5, 2022
SUBJECT: 22ITBC077A-KM – Landscaping Restoration Services

On December 2, 2022, the Department of Purchasing opened the subject quote. There was one (1) response. Ed Castro Landscape 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, Ed Castro, in the amount not to exceed \$131,923.00.

Funding is available in the following account(s):

203-540-5453-1160 (pending approval of 2023 budget)

203-540-5459-1160 (pending approval of 2023 budget)

203-540-5469-1160 (pending approval of 2023 budget)

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

cc: *WA* Nick Ammons, Deputy Director Public Works
Roy Barnes, Deputy Director Public Works *R.O.B.*
GP Gerald Pace, Deputy Director, Administration, Public Works
Andrenette Whitlow, Material Management Mgr., Public Works *AW*
Charlie Crockett, Chief Assistant Purchasing Agent, Purchasing



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0017

Meeting Date: 1/4/2023

Department

Public Works

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

Request approval of an Intergovernmental Agreement (IGA) between Fulton County and the City of Johns Creek, GA for water main relocations associated with the road improvements to Haynes Bridge Road Widening Project in the City of Johns Creek, GA, in an estimated amount of \$1,235,675.00.

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

GA CONST Art. 9, § 3, ¶ 1 provides that the County may contract for any period not exceeding 50 years with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities that the contracting parties are authorized by law to undertake or provide. O.C.G.A § 36-10-1. All official contracts entered into by the County governing authority with other persons on behalf of the County shall be in writing and entered on its minutes.

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The City of Johns Creek is currently planning on improving Haynes Bridge Road between Old Alabama Road and Berkshire Manor Drive. The project will include road widening with

landscaped medians and sidewalk improvements. As part of this roadway project, approximately 4,000 linear feet of 8-inch and 12-inch water main with appurtenances will be required to be relocated within the current right-of-way. Water service will remain largely uninterrupted during the construction period. The City of Johns Creek will be bidding the roadway improvements in the beginning of 2023 and has requested the execution of an Intergovernmental Agreement (IGA) between Fulton County and the City of Johns Creek to allow the City of Johns Creek to bid the water main relocation work as part of their project. Fulton County would then reimburse the City of Johns Creek after the construction work has been completed by their contractor. Fulton County staff will be on-site during the relocation of the water main to ensure that its construction is done to Fulton County standards. The estimated cost of the relocation and installation of the impacted water main is \$1,235,675.00 and has been budgeted for as part of the water and sewer fund and included in the 2016-2026 Capital Improvement Program.

Community Impact: Currently, Fulton County has a 12-inch water main serving properties along this section of Haynes Bridge Road. The road improvements will affect the existing water lines that serve the developments in this area as well as the distribution system into the City of Johns Creek. There will be isolated water outages during the construction of the project as services are disconnected from the existing water main and tied into the new main.

Department Recommendation: The Department of Public Works believes that the most cost effective way to complete the water main relocations is by allowing the City of Johns Creek to bid out the work as part of their roadway project. Therefore, Public Works recommends that Fulton County enter into an Intergovernmental Agreement (IGA).

Project Implications: The road improvements impact the existing water main due to modifications of existing grades with road widening along Haynes Bridge Road that requires water main to be relocated and valves to be adjusted to match the proposed roadway surface. The existing water main relocations must occur to maintain water service in this area.

Community Issues/Concerns: During construction of the relocations, water service is to be maintained and temporary interruptions may occur during tie-ins with existing water main.

Department Issues/Concerns: The Public Works Department is not aware of any issues or concerns with this proposed Intergovernmental Agreement (IGA). This type of arrangement between the City of Johns Creek and Fulton County has worked well on past projects.

Contract Modification (*Delete this chart only if the Requested Action is for a NEW award. Simply insert the text “New Procurement.” If the Requested Action is for a Contract Modification ((Renewal, Amendment, Change Order, Extension, Increase Spending Authority)), the chart should remain and be completed.*)

“New Procurement.”

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

The City of Johns Creek

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

EXHIBIT -A IGA with Fulton County Waterline Haynes Bridge

EXHIBIT -B Cost Estimate for Haynes Bridge Road

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

The City of Johns Creek

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount:

Previous Adjustments:

This Request: \$1,235,675.00.

TOTAL: \$1,235,675.00.

Grant Information Summary

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

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

Fiscal Impact / Funding Source

Funding Line 1:

Water & Sewer R & E / 203-540-5400-1067

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE CITY OF JOHNS CREEK, GEORGIA AND FULTON COUNTY, GEORGIA
FOR THE ADJUSTMENT, RELOCATION AND/OR CONSTRUCTION
OF APPROXIMATELY 4000 LF OF WATERLINE ALONG HAYNES BRIDGE ROAD AT
OLD ALABAMA ROAD INTERSECTION**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is executed as of _____ day of _____, 2022, by and between **CITY OF JOHNS CREEK, GEORGIA (“CITY”)**, a municipality of the State of Georgia, and **FULTON COUNTY, GEORGIA (“COUNTY”)**, a political subdivision of the State of Georgia. The term “Party” refers individually to either the CITY or the COUNTY and the term “Parties” refers to both the CITY and the COUNTY.

WHEREAS, the CITY proposes to undertake a transportation project to enhance Haynes Bridge Road at Old Alabama Road by contract through its competitive bidding procedures (“TRANSPORTATION PROJECT”); and

WHEREAS, the COUNTY has fire hydrant, water main, water meter, service lines, and valves, as shown on construction plans for the TRANSPORTATION PROJECT (“UTILITIES”); and

WHEREAS, the UTILITIES must be adjusted or relocated as a result of the TRANSPORTATION PROJECT (“UTILITIES RELOCATION”); and

WHEREAS, the COUNTY does not have adequate equipment and staff to adjust or relocate its UTILITIES, or for other reasons considers it advantageous to have this work included in the TRANSPORTATION PROJECT contract to be let to bid by the CITY; and

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, Subparagraph I, Subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not exceeding fifty (50) years, with each other or with any other public agency, public corporation, or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the COUNTY and CITY desire to enter into an IGA to facilitate the UTILITIES RELOCATION; and

WHEREAS, as consideration for UTILITIES RELOCATION the COUNTY will reimburse the adjustment or relocation cost incurred by the CITY; and

WHEREAS, the COUNTY and CITY have determined that this IGA serves the best interest of all parties and their citizens by improving transportation and utility infrastructures.

NOW THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual promises, covenants and undertakings of the parties hereinafter set forth, and for the public purposes herein contained and provided for, the COUNTY and the CITY covenant, agree and bind themselves

as follows:

I. PURPOSE.

This IGA is entered into with the understanding by the Parties that the primary purpose of this IGA is for the Parties to meet the public purpose of transportation and utility infrastructure improvements.

II. COMPENSATION AND PAYMENT.

The total estimated cost of UTILITIES RELOCATION work contemplated under this IGA is **One Million Two Hundred Thirty Five Thousand Six Hundred Seventy Five Dollars (\$1,235,675.00)**. Said amount shall be the total COUNTY contribution to the UTILITIES RELOCATION work contemplated under this IGA and is the maximum amount of the COUNTY's obligation under this IGA, unless the IGA is amended by the parties as provided herein. It is agreed that the compensation specified herein includes both direct and indirect costs incurred in the performance of this IGA under generally accepted accounting principles and as allowed in the Federal Acquisition Regulations Subpart 31.6 and not prohibited by the laws of the State of Georgia. Should either Party, pursuant to the provisions of this IGA, terminate the work under this IGA, the performing Party shall be paid for the percentage of work completed as of the date of termination.

III. OVERVIEW.

The UTILITIES RELOCATION project contemplated by this IGA consists of the following:

ADJUSTMENT, RELOCATION AND/OR CONSTRUCTION OF APPROXIMATELY 4000 LF OF WATERLINE ALONG HAYNES BRIDGE ROAD AT OLD ALABAMA ROAD INTERSECTION

IV. FULTON COUNTY'S RESPONSIBILITIES.

1. The COUNTY shall undertake the UTILITIES RELOCATION project design and submit a cost estimate to the CITY for its utility adjustment or relocation based on GDOT specifications and mean item summary.
2. The plans and estimate for the UTILITIES RELOCATION work shall be subject to approval of the COUNTY prior to advertising for bids.
3. The COUNTY shall have the right to visit and to inspect the UTILITIES RELOCATION work at any time and to advise the CITY's engineer of any observed discrepancies or potential problems with the approved UTILITIES RELOCATION plan.
4. The COUNTY shall respond, in a timely manner, to any issue that may arise during the construction phase of the UTILITIES RELOCATION. Every reasonable effort shall be made with respect to matters within the control of the COUNTY so as not to delay the contractor under any circumstances.

5. The COUNTY is responsible to reimburse all material and labor costs to the CITY related to specified UTILITIES RELOCATION work perform as part of the TRANSPORTATION PROJECT. The reimbursement shall be based on the actual construction costs and shall be paid by the COUNTY within thirty (30) days after delivery of payment request by the CITY.
6. Upon certification by the CITY's engineer that the UTILITIES RELOCATION work has been completed in accordance with the plans and specifications, the COUNTY will accept the adjusted, relocated and/or newly construction UTILITIES and will thereafter operate and maintain said UTILITIES without further cost to the CITY or its contractor.

V. CITY OF JOHNS CREEK'S RESPONSIBILITIES.

1. The CITY shall undertake the UTILITIES RELOCATION contracting and construction and shall assume responsibility for management and completion of the UTILITIES RELOCATION project.
2. The plans and estimate for the UTILITIES RELOCATION work shall be subject to approval of the CITY prior to advertising for TRANSPORTATION PROJECT bids.
3. All UTILITIES RELOCATION work, necessary for the adjustment or relocation of the described UTILITIES in accordance with the final UTILITIES RELOCATION plans when approved, shall be included in the TRANSPORTATION PROJECT contract and let to bid by the CITY.
4. All construction, engineering and contract supervision for the TRANSPORTATION PROJECT shall be the responsibility of the CITY. The CITY shall be responsible to assure that all UTILITIES RELOCATION work is accomplished in accordance with the plans and specifications and to consult with the COUNTY before authorizing any changes or deviations which affect the COUNTY's UTILITIES.
5. The CITY shall respond, in a reasonably timely manner, to any issue that may arise during the construction phase for the UTILITIES RELOCATION. Every reasonable effort shall be made with respect to matters with the control of the CITY so as not to delay the contractor under any circumstances.

VI. ADDITIONAL UNDERSTANDINGS.

The Parties to this IGA have mutually acknowledged and agreed to the following:

1. The Parties shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this IGA.
2. It is not the intent of this IGA to restrict the Parties to this IGA from their involvement or participation with any other public or private individuals, agencies or organizations.
3. It is not the intent or purpose of this IGA to create any rights, benefits and/or trust responsibilities by or between the Parties.

4. This IGA shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the IGA or keep in place any contract, except as specifically provided in this IGA.

VII. TERM. This IGA shall be effective upon execution by both Parties and continue until December 31, 2023, unless the IGA is terminated as provided herein by either Party, and in no event shall exceed a fifty (50) year term. The Parties may agree to amend this IGA at any time as provided for herein.

VIII. TERMINATION. Anything contained herein to the contrary notwithstanding, either Party may terminate the IGA:

1. If the other Party commits a material breach of the IGA and fails to cure said breach to the non-breaching Party's satisfaction after receiving thirty (30) days written notice; or
2. Without cause, if the terminating party gives ninety (90) days prior written notice to the other Party.

IX. RESPONSIBILITY FOR CLAIMS AND LIABILITY.

It is hereby stipulated and agreed between the parties that, with respect to any claim or action brought by a third party and arising out of the activities described in this IGA or stems from any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations, each party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence actions or omissions of its own agents, officers, and employees. Either Party may self-fund its obligations under this IGA. However, nothing herein shall be construed as a waiver of any Party's sovereign immunity or the immunities available to the officials, officers and employees of the Parties. To the extent allowed by law, the CITY shall ensure that any contractor retained or selected by the CITY to provide services related to the UTILITIES RELOCATOIN work contemplated in this IGA shall agree to indemnify and hold harmless the COUTNY as well as its commissioners, officers, officials, employees, and agents, from and against any and all loss and/or expense which it or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, arising out of the UTILITIES RELOCATION work irrespective of the COUNTY's negligence (except that no Party shall be indemnified for their own sole negligence). Any contractor retained by the CITY, if requested, shall assume and defend at the contractor's own expense, any suit, action or other legal proceedings arising therefrom in which the COUNTY, and/or its commissioners, officers, officials, employees, and agents, are named as a party, and the contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the COUNTY and/or its commissioners,

officers, officials, employees, and agents, arising therefrom. The CITY shall ensure that the provisions of this Article are included in all contracts and subcontracts.

X. INSURANCE. Prior to beginning the UTILITIES RELOCATION work, the CITY shall obtain and where the CITY is utilizing the services of a contractor to carry out the UTILITIES RELOCATION work, shall also cause its contractors to obtain and furnish certificates of insurance in which the COUNTY is named as an "Additional Insured," for the following minimum amounts of insurance prior to the undertaking of any of the activities contemplated under this IGA, as applicable:

- i. Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
- ii. Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence.
- iii. Property Damage Insurance in an amount of not less than fifty thousand dollars (\$50,000) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars (\$100,000).
- iv. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work contemplated under this agreement.

Insurance shall be maintained in full force and effect during the life of this IGA and until final completion of the UTILITIES RELOCATION work contemplated under this IGA. The scope and coverage of the insurance protection shall extend beyond the completion of the UTILITIES RELOCATION project until the expiration of any applicable statutes of limitations. The CITY shall retain the right to satisfy any or all of its insurance obligations under this IGA by means of a Self-Funded Plan or Program. Nothing herein shall be construed as a waiver of either Party's sovereign immunity as a governmental body, or waiver of any governmental immunities available to its officers, officials, employees or agents.

XI. CONFIDENTIALITY.

The CITY agrees to establish appropriate administrative, technical, and physical safeguards to ensure that it does not provide and make available confidentiality, protected, proprietary or privileged data in the System. The CITY agrees to abide and comply with all applicable laws, rules and regulations relating to privacy and confidentiality of protected information.

XII. REPRESENTATIONS REGARDING DATA.

Each Party has made its best efforts to ensure the accuracy and completeness of the information and data transferred or made available through the performance of the IGA. Each

Party makes no warranties or representations to the public, to the other Party or to third parties regarding data made available through the performance of the IGA. It shall be the responsibility of each Party or any third party to verify the accuracy of data. Each Party to this IGA accepts no liability that may arise from the use of data by any person or any third party. All information is provided "as is" with no warranty of any kind concerning fitness of use. No Party to this IGA shall be liable for the use of data or any inferences, judgments, or decisions resulting from use of data.

XIII. TIME OF PERFORMANCE.

Time is of the essence in all matters pertaining to this IGA. The CITY shall perform its responsibilities under this IGA, commencing on receipt a copy of written "Notice to Proceed" from Fulton County, shall complete the UTILITIES RELOCATION project based on the construction time for the TRANSPORTATION PROJECT.

XIV. REVIEW OF WORK.

Authorized representatives of the COUNTY may at all reasonable times review and inspect the activities and data collected under the terms of this IGA and any amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps and computations prepared by or for the CITY related to the UTILITIES RELOCATION. The COUNTY reserves the right for reviews and acceptance on the part of affected public agencies, railroads and utilities insofar as the interest of each is concerned. Acceptance of the UTILITIES RELOCATION work shall not relieve the CITY to exercise reasonable care to correct, at its expense, any of its errors in the UTILITIES RELOCATION work. The COUNTY's review recommendations shall be incorporated into the UTILITIES RELOCATION work activities of the CITY.

XV. RECORDS.

The CITY shall keep accurate records in a reasonable manner approved by the COUNTY with regard to the UTILITIES RELOCATION activities conducted under this IGA and submit to the COUNTY upon request, such information as is required in order to ensure compliance with this IGA.

XVI. MISCELLANEOUS.

- A. **Entire Agreement; Counterparts.** This IGA may be executed by the Parties in counterparts, each of which shall constitute an original. This IGA sets forth the entire understanding between the Parties pending the execution of the Agreement, and supersedes all previous agreements and understandings between them, oral or written, and may be amended only in a document executed by both Parties. No amendment, modification, termination, or waiver of any provision of this IGA, nor consent to any departure by the Parties, shall in any event be effective unless the same shall be in writing and signed by the

COUNTY and CITY, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

- B. **Governing Law.** This IGA and the Parties' rights and obligations hereunder, shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws rules.
- C. **Limitation on liability.** No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this IGA. Nothing herein shall be construed as a waiver of any Party's sovereign immunity or other governmental immunity as allowed by law.
- D. **Representations and Warranties of the Parties.** In furtherance of the public purposes of this IGA, the COUNTY and CITY hereby represent and warrant to each other (which representations and warranties shall be deemed independently material notwithstanding any prior inquiries) the following:
 - 1. **Authority.** Each Party hereto expressly represents and warrants that (i) it has the power to make, deliver and perform this IGA, and has taken all necessary action to authorize the execution, delivery and performance of this IGA; (ii) this IGA when executed will constitute the valid obligations with respect to it legally binding upon the same and enforceable in accordance with the terms hereof; and (iii) no further consent or approval of any other Party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this IGA. Without limiting the generality of the foregoing, each Party hereby expressly acknowledges and represents that it has officially adopted and otherwise approved this IGA at a meeting of its governing authority in accordance with the Constitution and laws of the State of Georgia, to include, without limitation, the Georgia Open Meetings Act, O.C.G.A. 50-14-1 et seq.
 - 2. **Public Purpose.** This IGA and the services contemplated herein are for the public welfare and benefit and are undertaken in accordance with the laws and Constitution of the State of Georgia. Without limiting the foregoing, the parties specifically and expressly warrant and represent, and do hereby find, that this IGA (i) pertains to the provision of services and activities which the Parties are by law authorized to undertake and provide; (ii) is otherwise authorized under the Intergovernmental Contracts Clause of the Georgia Constitution of 1983, Art. IX, Sec. III, Par. 1(a); (iii) does not authorize the creation of new debt" as contemplated by Ga. Const. of 1983, Art. IX, Sec. V. Par. I(a); and (iv) does not violate O.C.G.A. § 36-30-3(a) or otherwise prevent fee legislation by any Party in matters of government, and shall be binding and enforceable against the Parties and their successors during the term hereof in accordance with its terms.

3. **No Conflicting Agreements.** The execution, delivery and performance of this IGA will not violate or contravene any contract, undertaking, instrument or other agreement to which the COUNTY and/or CITY are a Party or which purports to be binding upon said Parties. Furthermore, the execution, delivery and performance of this IGA does not violate the provisions of any Party's respective charter or Code of Ordinances, or any statutory or decisional laws of the State of Georgia respecting similarly situated municipal corporations or political subdivisions of said State (as the case may be).

The representations and warranties contained in this Section D shall be true and correct as of the date hereof and such representations and warranties, and the obligation of the COUNTY and CITY to perform their respective obligations under this IGA shall be expressly conditioned upon said representations and warranties being true and correct on the date hereof. Furthermore, each Party hereto specifically acknowledges and agrees that they shall be forever estopped from making any claim, counterclaim, assertion, or other argument of any kind contrary to the representations and warranties set forth hereinabove or otherwise contained in this IGA.

- E. **Assignment; Binding Effect.** The rights and obligations of the Parties under this IGA are personal and may not be assigned without the prior written consent of the COUNTY and the CITY. Subject to the foregoing, this IGA shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.
- F. **No Third-Party Beneficiaries.** This IGA is made between and limited to the COUNTY and CITY, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than the COUNTY and CITY, and no other person or entity shall be considered a third-party beneficiary by virtue of this IGA or otherwise entitled to enforce the terms of this IGA for any reason whatsoever.
- G. **Relationship of Parties.** Notwithstanding anything in this IGA to the contrary, neither Party shall have the power to bind nor obligate the other Party except as expressly set forth in this IGA.
- H. **Survival of Representations.** All terms, conditions, covenants, warranties contained in any determination of this IGA shall survive the termination of this IGA until amended by the applicable governing authority.

- I. **Notices.** Any notice or communication required or permitted under this IGA shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the following addresses:

To the COUNTY:

Abul K. Howlader
Engineering Administrator
Department of Public Works
141 Pryor Street, S.W., Suite 6001
Atlanta, Ga 30303

Copy to:

County Attorney
Office of the County Attorney
141 Pryor Street, S.W., Suite 4038
Atlanta, Ga 30303

To the CITY:

Allison Tarpley
City Clerk
11360 Lakefield Drive
Johns Creek, Ga 30097

Copy to:

City Attorney
CAROTHERS & MITCHELL, LLC
1809 Buford Highway
Buford, Ga 30518

- J. **Severability Clause.** In the event that any provision of this IGA shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this IGA shall be determined to be unlawful or otherwise unenforceable, the remainder of the IGA shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this IGA to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

IN WITNESS WHEREOF, the Parties, by and through their duly authorized representatives, have executed this IGA to be effective as of the date first set forth above.

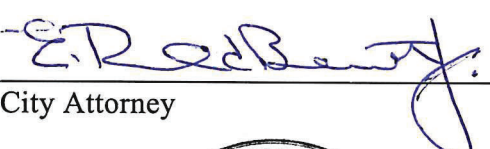
CITY OF JOHNS CREEK, GEORGIA

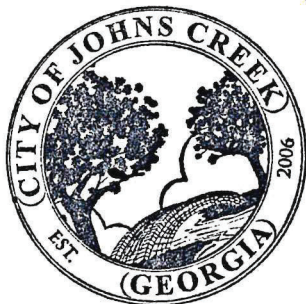
By: 
John Bradberry, Mayor

Attest:

By: 
Allison Tarpley, City Clerk

Approved as to Form:

By: 
City Attorney



FULTON COUNTY, GEORGIA

By: _____
Rob Pitts, Chairman
Board of Commissioners

Attest:

By: _____
Tonya R. Grier, Interim Commission Clerk

Approved as to Form:

By: _____
County Attorney

Fulton County Water Resources - Water and Sewer Facilities

Fulton County Public Works, Water Resources Haynes Bridge Road Widening Project				Additional Description	Unit	Orig Est Unit Price	In-Kind Items		Betterment Items		In-Kind / Betterment Total Qty	Actual Bid Costs				
							Orig Plan Total Qty	Orig Est Cost	Orig Plan Total Qty	Orig Est Cost		Actual Bid Total Qty	Actual Bid Unit Price	Actual Total Bid Cost	Actual In-Kind Bid Cost	Actual Betterment Bid Cost
171-0030	TEMPORARY SILT FENCE, TYPE C(171-0030)				LF	\$ 6.00	4000	\$ 24,000.00		\$ -	4000	0	\$ -	\$ -	\$ -	-
500-3101	CLASS A CONCRETE(500-3101)				CY	\$ 175.00	25	\$ 4,375.00		\$ -	25	0	\$ -	\$ -	\$ -	-
611-8120	ADJUST WATER METER BOX TO GRADE(611-8120)				EA	\$ 700.00	5	\$ 3,500.00		\$ -	5	0	\$ -	\$ -	\$ -	-
611-8140	ADJUST WATER VALVE BOX TO GRADE(611-8140)				EA	\$ 1,000.00	5	\$ 5,000.00		\$ -	5	0	\$ -	\$ -	\$ -	-
600-0001	FLOWABLE FILL(600-0001)				CY	\$ 150.00	45	\$ 6,750.00		\$ -	45	0	\$ -	\$ -	\$ -	-
670-1060	WATER MAIN, 6 IN			DIP	LF	\$ 55.00	80	\$ 4,400.00		\$ -	80	0	\$ -	\$ -	\$ -	-
670-1080	WATER MAIN, 8 IN			DIP	LF	\$ 65.00	330	\$ 21,450.00		\$ -	330					
670-1100	WATER MAIN, 10 IN			DIP	LF	\$ 85.00	0	\$ -		\$ -	0					
670-1120	WATER MAIN, 12 IN			DIP	LF	\$ 120.00	3725	\$ 447,000.00		\$ -	3725	0	\$ -	\$ -	\$ -	-
670-1600	CUT & PLUG EXISTING WATER MAIN				EA	\$ 3,500.00	10	\$ 35,000.00		\$ -	10	0	\$ -	\$ -	\$ -	-
670-2500	INSERTION VALVE - *** Requires Special Provision * *(670-2500)			(8-12) IN DIA, If necessary	EA	\$ 14,000.00	2	\$ 28,000.00		\$ -	2	0	\$ -	\$ -	\$ -	-
670-2060	GATE VALVE, 6 IN				EA	\$ 2,500.00	6	\$ 15,000.00		\$ -	6	0	\$ -	\$ -	\$ -	-
670-2080	GATE VALVE, 8 IN				EA	\$ 6,500.00	4	\$ 26,000.00		\$ -	4					
670-2100	GATE VALVE, 10 IN(670-2100)				EA	\$ 8,000.00	0	\$ -		\$ -	0					
670-2120	GATE VALVE, 12 IN				EA	\$ 10,000.00	9	\$ 90,000.00		\$ -	9	0	\$ -	\$ -	\$ -	-
670-2002	VALVE MARKER				EA	\$ 50.00	6	\$ 300.00		\$ -	6	0	\$ -	\$ -	\$ -	-
670-7000	STEEL CASING - *** Requires Special Provision * *(670-7000)			18 IN for open Cut In necessary	LF	\$ 180.00	60	\$ 10,800.00		\$ -	60	0	\$ -	\$ -	\$ -	-
615-1000	JACK OR BORE PIPE -(615-1000)			18" STEEL CASING	LF	\$ 250.00	545	\$ 136,250.00		\$ -	545					
670-3066	TAPPING SLEEVE & VALVE ASSEMBLY, 6 IN X 6 IN				EA	\$ 5,000.00	1	\$ 5,000.00		\$ -	1					
670-3087	TAPPING SLEEVE & VALVE ASSEMBLY, 8 IN X 8 IN				EA	\$ 10,000.00	10	\$ 100,000.00		\$ -	10	0	\$ -	\$ -	\$ -	-
670-3108	TAPPING SLEEVE & VALVE ASSEMBLY, 10 IN X 10 IN				EA	\$ 12,000.00	0	\$ -		\$ -	0			\$ -	\$ -	-
670-3129	TAPPING SLEEVE & VALVE ASSEMBLY, 12 IN X 12 IN				EA	\$ 15,000.00	1	\$ 15,000.00		\$ -	1			\$ -	\$ -	-
670-4000	FIRE HYDRANT				EA	\$ 6,500.00	6	\$ 39,000.00		\$ -	6			\$ -	\$ -	-
670-5010	WATER SERVICE LINE, 1 IN(670-5010)				LF	\$ 30.00	50	\$ 1,500.00		\$ -	50			\$ -	\$ -	-
670-5020	WATER SERVICE LINE, 2 IN				LF	\$ 40.00	50	\$ 2,000.00		\$ -	50			\$ -	\$ -	-
670-5620	WATER SERVICE LINE, 3/4 IN				LF	\$ 20.00	100	\$ 2,000.00		\$ -	100			\$ -	\$ -	-
670-5000	WATER SERVICE LINE -			1 1/2 IN	LF	\$ 25.00	50	\$ 1,250.00		\$ -	50			\$ -	\$ -	-
670-9710	RELOCATE EXIST FIRE HYDRANT			If Necessary	EA	\$ 7,000.00	1	\$ 7,000.00		\$ -	1			\$ -	\$ -	-
670-9720	RELOCATE EXIST WATER VALVE, INCL BOX				EA	\$ 500.00	5	\$ 2,500.00		\$ -	5			\$ -	\$ -	-
670-9730	RELOCATE EXIST WATER METER, INCL BOX				EA	\$ 500.00	1	\$ 500.00		\$ -	1			\$ -	\$ -	-
670-9734	RELOCATE EXISTING WATER METER, INCL BYPASS & VAULT -				EA	\$ 12,000.00	1	\$ 12,000.00		\$ -	1			\$ -	\$ -	-
670-9920	REMOVE EXISTING FIRE HYDRANT			If Necessary	EA	\$ 650.00	1	\$ 650.00		\$ -	1			\$ -	\$ -	-
611-8050	ADJUST MANHOLE TO GRADE(611-8050)				EA	\$ 1,500.00	12	\$ 18,000.00		\$ -	12			\$ -	\$ -	-
670-9737	REMOVE AND REPLACE EXT. WATER VAULT INCL MEETER AND				EA	\$ 18,000.00	0	\$ -		\$ -	0			\$ -	\$ -	-
				* Task Allowance	Unit	\$ 171,450.00	1	\$ 171,450.00		\$ -	1					
				Total			\$ 1,235,675.00		\$ -	1				\$ -		
	GDOT SHARE			Notes: No extra payment shall be made for Grading & Traffic control. Grading & traffic control shall be consider line items for waterline.				TOTAL EST In-Kind	TOTAL Betterment EST				TOTAL Actual Bid Cost		TOTAL Actual In-Kind Bid Cost	TOTAL Betterment Bid Cost
	0.00%							\$ 1,235,675.00	\$ -				\$ -		\$ -	\$ -

	FACILITY OWNER SHARE		TOTAL ESTIMATE IN-KIND (NON-REIMBURSIBLE) FACILITY OWNER SHARE	TOTAL ESTIMATE IN-KIND & BETTERMENT	TOTAL BID COST IN-KIND (NON-REIMBURSIBLE) FACILITY OWNER SHARE	TOTAL BID COST IN-KIND & BETTERMENT
	100.00%		\$ 1,235,675.00	\$ 1,235,675.00	\$ -	\$ -
			TOTAL ESTIMATE IN-KIND (REIMBURSIBLE) GDOT SHARE	TOTAL ESTIMATE IN-KIND (NON-REIMBURSABLE) FACILITY OWNER SHARE & BETTERMENT	TOTAL BID COST IN-KIND (REIMBURSIBLE) GDOT SHARE	TOTAL BID COST IN-KIND (NON-REIMBURSABLE) FACILITY OWNER SHARE & BETTERMENT
			\$ -	\$ 1,235,675.00	\$ -	\$ -
Notes:	*Task Allowance: (As designated by Fulton County Project Manager)		**Items highlighted were not submitted in CES			



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0018

Meeting Date: 1/4/2023

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

Request approval of a Resolution by the Fulton County Board of Commissioners in Observance of the 94th Birthday of the Reverend Dr. Martin Luther King Jr. **(Abdur-Rahman)**

**A RESOLUTION BY THE FULTON COUNTY BOARD OF
COMMISSIONERS IN OBSERVANCE OF THE 94th
BIRTHDAY OF THE REVEREND DR. MARTIN LUTHER
KING JR.**

WHEREAS, the Reverend Dr. Martin Luther King Jr. (“Dr. King”) was born in Fulton County, in the City of Atlanta, 94 years ago, on January 15, 1929, the son of Martin Luther King Sr. and Mrs. Alberta Williams King, and the grandson of the Reverend and Mrs. A.D. Williams; and

WHEREAS, Dr. King lies at eternal rest and peace alongside his wife Coretta Scott King, at The King Center for Nonviolent Social Change, on Auburn Avenue in Atlanta; and

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

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

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

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

WHEREAS, in the face of crippling opposition, Dr. King stood firm and continued to fight for social change, all while subjecting himself to danger and multiple arrests, including being arrested along with his brother Alfred Daniels “A.D.” Williams King and dozens more participating in an October 1960, Atlanta lunch-counter sit-in; and

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

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

WHEREAS, although Dr. King’s life was tragically cut short at the age of 39 by an assassin at a Memphis, Tennessee motel, while fighting for equality for city sanitation workers, his courage, selflessness, and most importantly his philosophy of nonviolent direct action, caused a nation to reevaluate its moral compass and paved the way for rational and nondestructive social change—a struggle that by the very nature of the “Black Lives Matter” movement; and

1 **WHEREAS**, Dr. King’s example continues to challenge us to meet the needs of the least of us,
2 reminding us to be a voice for those silenced, courageous for those afraid, and to standup for
3 those who cannot at great personal peril; and
4

5 **WHEREAS**, at the age of thirty-five, Dr. King became the youngest recipient of the Nobel Peace
6 Prize, and later was awarded posthumously the two highest American civilian honors: the
7 Presidential Medal of Freedom in 1977, and the Congressional Gold Medal in 2004; and
8

9 **WHEREAS**, after a long and relentless effort by his Alpha Phi Alpha Fraternity brothers, Dr.
10 King’s likeness stands as the only African-American at the United States National Mall in
11 Washington, D.C., dedicated in 2011, at the Martin Luther King Jr. Memorial.
12

13 **NOW, THEREFORE, BE IT RESOLVED**, that on this fourth day of January in the year two
14 thousand twenty-three, and of the establishment of Fulton County, Georgia over one hundred
15 seventy years ago, the Board of Commissioners of Fulton County enthusiastically joins in the
16 national observance of the 94th birthday of the Reverend Dr. Martin Luther King Jr., and hereby
17 honors his life and legacy as the County’s greatest resident, and urges all Fulton citizens to
18 participate in the observance, and;
19

20 **BE IT FURTHER RESOLVED**, that the Board of Commissioners of Fulton County directs the
21 Clerk to the Commission to spread this Resolution upon the official minutes and record of the
22 Board of Commissioners of Fulton County, Georgia, and disseminate the Resolution appropriately
23 throughout all of Fulton County and to the immediate family members of Dr. King.
24

25
26 **FULTON COUNTY BOARD OF**
27 **COMMISSIONERS**
28

29 **Sponsored By:**
30
31

32
33
34

Khadijah Abdur-Rahman, Commissioner
35 District 6
36

37 **ATTEST:**
38
39

40

Tonya R. Grier
41 Clerk to the Commission
42

43 **APPROVED AS TO FORM:**
44
45

46

Y. Soo Jo
47 County Attorney
48



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0019

Meeting Date: 1/4/2023

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

Request approval of a Resolution approving a Memorandum of Understanding between Fulton County, Georgia and Core Community Organized Relief Effort ("CORE"), a non-profit, for the use of County warehouse and office space in exchange for in-kind services to Fulton County; authorizing the Chairman to execute the Memorandum of Understanding; authorizing the County Attorney to approve the Memorandum of Understanding as to form and to make necessary changes thereto prior to execution; and for other purposes. **(Pitts)**

1 **A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN**
2 **FULTON COUNTY, GEORGIA AND CORE COMMUNITY ORGANIZED RELIEF**
3 **EFFORT (“CORE”), A NON-PROFIT, FOR THE USE OF COUNTY WAREHOUSE AND**
4 **OFFICE SPACE IN EXCHANGE FOR IN-KIND SERVICES TO FULTON COUNTY;**
5 **AUTHORIZING THE CHAIRMAN TO EXECUTE THE MEMORANDUM OF**
6 **UNDERSTANDING; AUTHORIZING THE COUNTY ATTORNEY TO APPROVE THE**
7 **MEMORANDUM OF UNDERSTANDING AS TO FORM AND TO MAKE NECESSARY**
8 **CHANGES THERETO PRIOR TO EXECUTION; AND FOR OTHER PURPOSES.**

9 **WHEREAS**, CORE, formerly the “J/P [Sanela Diane Jenkins/Sean Penn] Haitian
10 Relief Organization,” is a non-profit organization founded by actor Sean Penn in response
11 to the January 12, 2010 earthquake in Haiti, in which 220,000 people lost their lives,
12 countless more were injured, and 1.5 million people were rendered instantly homeless;
13 and

14 **WHEREAS**, CORE has provided assistance after natural and man-made disasters
15 to those impacted by Hurricane Ian, Hurricane Fiona, Pakistan floods, the conflict in
16 Ukraine and COVID-19 vaccinations efforts; and

17 **WHEREAS**, CORE’s online information provides that when disaster strikes, it
18 responds immediately to fill gaps, mobilize resources, and establish trust and
19 collaboration from within communities to empower them to break these vicious cycles,
20 with its efforts being fueled by local hands, since it partners with local leaders,
21 organizations, governments, and other stakeholders to bring equitable relief directly to
22 those who need it most; and

23 **WHEREAS**, based on its successful partnerships with other governments,
24 representatives of CORE have approached Fulton County to offer a reciprocal
25 relationship consisting of CORE being able to store materials that it uses to aid disaster

1 relief efforts globally, in exchange for making those materials and its resources available
2 to Fulton County when there is any disaster within Fulton County, Georgia; and

3 **WHEREAS**, in exchange for Fulton County's support of its relief efforts, CORE will
4 support the Fulton County Emergency Management Agency (FCEMA) with CORE's
5 resources and staffing during the response and recovery phases of manmade/natural
6 disasters or emergencies; and

7 **WHEREAS**, the Board of Commissioners finds that entering in this reciprocal
8 sharing Memorandum of Understanding with CORE is in the best interest of the citizens
9 of Fulton County; and

10 **WHEREAS**, pursuant to Fulton County Code Section 1-117, the Board of
11 Commissioners have exclusive jurisdiction and control over the following matters, to-wit:
12 In directing and controlling all the property of the county, as they may deem expedient,
13 according to law... for the promotion of health... and to exercise such other powers as
14 are granted by law or are indispensable to their jurisdiction over county matters and
15 county finances.

16 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
17 approves the Memorandum of Understanding between Fulton County, Georgia and
18 CORE Community Organized Relief Effort, for the use of Fulton County warehouse and
19 office space in exchange for in-kind services to Fulton County, in substantially the same
20 form attached hereto as Exhibit "A," and incorporated herein by reference.

21 **BE IT FURTHER RESOLVED**, that the Chairman is hereby authorized to execute
22 the Memorandum of Understanding after review by the County Attorney.

BE IT FURTHER RESOLVED, that the County Attorney is hereby authorized to approve the Memorandum of Understanding as to form and to make modifications thereto that are necessary to protect the County's interests prior to execution by the Chairman.

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

PASSED AND ADOPTED by the Board of Commissioners of Fulton County,
Georgia, this 4th day of January 2023.

FULTON COUNTY BOARD OF COMMISSIONERS

Sponsored By:

Robert L. Pitts, Chairman

ATTEST:

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

**Memorandum of Understanding for In-Kind Space Use
between
CORE Community Organized Relief Effort (“CORE”) and Fulton County, Georgia**

This Memorandum of Understanding (“MOU”) for In-Kind Space Use is dated the _____ day of December, 2022 (the “Effective Date”) and is made by and between **CORE Community Organized Relief Effort**, a California nonprofit public benefit corporation with its principal place of business at 910 North Hill Street, Los Angeles, CA 90012 (“CORE”) and **Fulton County, Georgia**, a political subdivision of the State of Georgia located at 141 Pryor Street, Atlanta GA 30303 (“County”).

WHEREAS, CORE, formerly the “J/P [Sanela Diane Jenkins/Sean Penn] Haitian Relief Organization,” is a non-profit organization founded by actor Sean Penn in response to the January 12, 2010 earthquake in Haiti, in which 220,000 people lost their lives, countless more were injured, and 1.5 million people were instantly homeless; and

WHEREAS, the name was changed to CORE in 2019 to receive contracts and donations to work globally, focusing its relief efforts to underserved populations in the wake of disasters across the Caribbean and into the United States; and

WHEREAS, according to CORE’s webpage, it is a “a crisis response organization that brings immediate aid and recovery to underserved communities across the globe”; and

WHEREAS, CORE has provided assistance after natural and man-made disasters such as Hurricane Ian, Hurricane Fiona, Pakistan floods, Ukraine and COVID-19 vaccinations; and

WHEREAS, CORE’s online information provides that when disaster strikes it respond immediately to fill gaps, mobilize resources, and establish trust and collaboration from within communities to empower them to break these vicious cycles, with its efforts being fueled by local hands, since it partners with local leaders, organizations, governments, and other stakeholders to bring equitable relief directly to those who need it most; and

WHEREAS, based on its successful partnerships with other governments, representatives of CORE have approached Fulton County to offer a reciprocal relationship consisting of CORE being able to store materials that it uses to aid disaster relief efforts globally, in exchange for making those materials and its resources available to Fulton County when there is any disaster within Fulton County, Georgia; and

WHEREAS, the Board of Commissioners finds that entering in this reciprocal sharing contract with CORE is in the best interest of the citizens of Fulton County.

NOW THEREFORE, for and in consideration of the mutual promises, and subject to the terms and conditions of this MOU, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and CORE do hereby agree as follows:

1. **Objectives and Responsibilities.**

- 1.1. The goals and objectives of this collaboration is as described in Exhibit A.
- 1.2. The responsibilities of the parties are further described in Exhibit A.
- 1.3. No payment will be owed to the other party in connection with this MOU, whether for expense reimbursement or otherwise.

- 1.4. CORE is being provided space in the Fulton County Consolidated Warehouse that has been specifically designated by the County for storage of its materials, along with being granted access and right of entry to such facility, and in return for the County providing this space, CORE will provide disaster relief assistance (materials, expertise, personnel) to Fulton County, as it typically performs for those to which it renders aid, whenever Fulton County suffers a disaster, be it man-made or natural.
- 1.5. In Kind Service: CORE will support the Fulton County Emergency Management Agency with CORE resources and staff during the response and recovery phases of manmade/natural disasters or emergencies.
2. Term/ Duration.
 - 2.1. This MOU shall be effective upon approval and continue for a 12 month period, and shall automatically renew thereafter for 12 month terms, unless terminated; provided that the MOU shall end on December 31, 2030, unless extended by mutual approval of both parties. Either party may terminate this MOU for any reason or no reason, upon at least ninety (90) days' advance written notice to the other party.
3. Representations, Warranties and Covenants. Each party represents, warrants and covenants as follows:
 - 3.1. It is not a party to any contract or agreement with any third party which would preclude it from performing its obligations under this MOU, or that would impose any cost, penalty, fine or other obligation on the other party hereunder.
 - 3.2. No information or materials developed or provided by it shall infringe, misappropriate or otherwise violate any confidential or proprietary information, any trade secret or any intellectual property right belonging to any third party.
 - 3.3. It shall comply with all applicable federal, state, and local laws and regulations in the performance of this MOU.
 - 3.4. There is no action, suit, proceeding, or material claim or investigation pending or threatened against it in any court, or by or before any federal, state, municipal, or other governmental agency, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, might adversely affect the goals, objectives or performance of this MOU or restrict its ability to complete the transactions contemplated by this MOU.
 - 3.5. It believes it has sufficient funding, resources and expertise to perform its obligations under this MOU and, if it will use any subcontractors, it is solely responsible for the payment, performance, acts and omissions of any subcontractor.
4. Indemnity; Insurance.
 - 4.1. CORE shall indemnify, defend and hold harmless the County, its officials, officers, employees and assigns, for any claim, loss, liability, damage, cost, fine or expense (including reasonable attorneys' fees) due to a third party claim arising from or related to (i) a breach of its representations, warranties or obligations set forth in this MOU; (ii) any act or omission of CORE in its capacity as an employer of a person; (iii) the negligence or willful misconduct of CORE or its agents; or (iv) any injury to person or property caused by CORE or its agents.
 - 4.2. The indemnified party shall provide the indemnifying party notice in writing of the initial claim or action brought against it. The selection of counsel, the conduct of the defense of any lawsuit, and any settlement shall be within the indemnifying party's control; provided that the indemnified party shall have the right to participate in the defense of any such claim using

counsel of its choice, at the indemnified party's expense. No settlement of a third-party claim shall be made without notice to, and the prior written consent of, the indemnified party, which consent shall not be unreasonably withheld or delayed.

- 4.3. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS MOU, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Notwithstanding anything to the contrary in this MOU, this Section 4.3 shall not apply to damages arising out of or relating to any of the following: (i) such party's gross negligence or willful misconduct; (ii) breach of such party's confidentiality obligations; (iii) a party's indemnification obligations with respect to third party claims; (iv) claims for contributions or damages payable to third parties, irrespective of the basis for such claims; and (v) violations of law.

4.4. Insurance.

- (a) Each party represents and warrants that it has in effect, and shall maintain in effect throughout the term of this Agreement, at its sole cost and expense the following insurance:
- (i) workers' compensation insurance at statutory limits and employer's liability insurance in an amount of at least One Million Dollars (\$1,000,000) per claim;
 - (ii) general liability insurance in amounts no less than \$1,000,000 per claim and \$3,000,000 in the annual aggregate; and
 - (iii) professional liability or errors and omissions insurance with limits of not less than \$1,000,000 for each claim and \$3,000,000 in the annual aggregate.

The aforementioned aggregate limits for general liability insurance and professional liability insurance may be satisfied through a combination of primary and excess or umbrella liability policies totaling the amount of the required insurance coverage. *The County may self-fund its insurance obligations under this MOU.*

- (b) All insurance policies set forth in (a) above shall be primary and noncontributory, and shall contain an endorsement waiving rights of subrogation and recovery by the insurers against the other party. Such insurance shall be obtained from a nationally recognized carrier. Each party shall provide the other party with a certificate of insurance evidencing the coverage required by this Section. The certificate shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, and the amounts of any policy deductibles, and shall name the other party as an additional insured with respect to its general liability insurance. In addition, each party shall provide not less than thirty (30) days' prior written notice to the other party of any termination, expiration, non-renewal, cancellation, reduction, or other change in the amount or scope of the coverage required hereunder; *provided that the County may self-fund its insurance obligations.*

5. Confidentiality.

- 5.1. Except as otherwise required by law (e.g., Georgia Open Records Act, etc.) or by an order of a court of competent jurisdiction, each party (the "Receiving Party") shall not, and shall cause each of its directors, officers, employees, agents, and representatives (collectively, "Representatives") not to: (i) disclose the Confidential Information (defined below) of the other party (the "Disclosing Party") to any person or entity other than Representatives of the Receiving Party who need to know the Confidential Information for the purposes contemplated by this MOU and agree in writing to be bound by confidentiality obligations at least as restrictive as this Section 6; or (ii) use Confidential Information for any purpose other than the purposes contemplated by this MOU.

- 5.2. "Confidential Information" means any and all information furnished or disclosed, in whatever form or medium, by the Disclosing Party to the Receiving Party relating to the business or operations of the Disclosing Party, and includes, without limitation, contract terms, financial information, procedures, processes, techniques, methods, ideas, discoveries, inventions, processes, developments, records, strategic planning, and trade secrets all of which is deemed confidential and proprietary.
 - 5.3. The term "Confidential Information" excludes information that: (A) becomes generally publicly available other than as a result of disclosure by the Receiving Party or any of its Representatives; (B) becomes available to Receiving Party on a nonconfidential basis from a third party that is not bound by a similar duty of confidentiality; or (C) is in the lawful possession of the Receiving Party prior to disclosure by the Disclosing Party.
 - 5.4. Promptly upon the written request of the Disclosing Party, the Receiving Party shall cause its Representatives to return to the Disclosing Party or destroy all Confidential Information. If the Receiving Party destroys the Confidential Information, it shall certify that it has done so in writing and promptly deliver that certificate to the Disclosing Party. For purposes of the County, its certificate may be executed and delivered to CORE by the County Manager.
 - 5.5. If the Receiving Party is requested, becomes legally compelled or is required, in any case by a court or governmental body, to disclose Confidential Information, the Receiving Party shall take the following actions to the extent permitted under applicable law: (i) promptly notify the Disclosing Party in writing; (ii) consult with and assist the Disclosing Party at Disclosing Party's expense in obtaining an injunction or other appropriate remedy to prevent such disclosure; and (iii) use reasonable efforts at the Disclosing Party's expense to obtain a protective order or other reliable assurance that confidential treatment will be accorded to any Confidential Information that is disclosed.
 - 5.6. The Receiving Party acknowledges and agrees that because an award of money damages is inadequate for any breach of this Section 5 by the Receiving Party or any of its Representatives and any such breach would cause the Disclosing Party irreparable harm, in the event of any breach or threatened breach of this Section 5 by the Receiving Party or any of its Representatives, the Disclosing Party is entitled to equitable relief, including injunctive relief and specific performance, without the posting of a bond or other security.
6. Hazardous Substances.

CORE hereby covenants that it will not cause or knowingly permit any hazardous substances to be placed, held, or disposed of in, on or at the County facility, and that all materials used on the premises shall be necessary and related to the services provided by CORE for persons in need of aid. Nothing contained herein is intended to be nor shall be construed to be any covenant, responsibility or obligation of the County with respect to any environmental condition. Normal cleaning and office products, products used in the normal course of business, universal waste, and household waste are exempted from this exclusion, and shall be used, stored, and disposed of in compliance with all applicable laws.

7. Miscellaneous

- 7.1. Non-Discrimination. The parties agree not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability or status as a veteran.
- 7.2. Legal Compliance. The parties specifically intend to comply with all applicable laws, rules and regulations as they may be enacted or amended from time to time. If any part of this MOU

is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire MOU into compliance, either party may terminate this MOU upon thirty (30) days prior written notice to the other party.

- 7.3. Force Majeure. In the event a party is delayed, hindered or prevented in the performance of this MOU by reason of Force Majeure, defined below, its performance shall be excused for the period of delay. The term “Force Majeure” means: strikes, acts of God, governmental restrictions, epidemics, pandemics or public health crises, war or enemy action or invasion, civil commotion, riot, fire or any other casualty, and extreme weather conditions, which are not reasonably anticipatable, but excluding average or normal rainfall, snow, sleet, ice or wind which may occur during the period of time. Notwithstanding the foregoing, no such circumstance shall constitute “Force Majeure” unless such circumstance is also reasonably beyond the control of the affected party and has a material and adverse effect on such party’s ability to perform its obligations under this MOU and unless and until: (i) the party affected thereby shall have notified the other party by notice given as soon as practicable but in any case not later than ten (10) business days after the affected party has knowledge of the occurrence of any such circumstance; and (ii) the party affected thereby shall have used reasonable efforts to minimize the effects thereof. The parties confirm that they can perform their obligations hereunder notwithstanding the current state (i.e., as of the Effective Date) of the COVID-19 pandemic, which is ongoing as of the Effective Date. In addition to the foregoing, CORE further acknowledges that the nature of its in-kind services to Fulton County is to be provided in natural and man-made disasters where there may exist Force Majeure event, and that CORE will exercise its best efforts to provide its in-kind services where reasonably possible.
- 7.4. Intellectual Property. Each party retains ownership of all materials, equipment, tools, works of authorship and other intellectual property rights it provides or uses in connection with this MOU and nothing in this MOU is intended to effect a transfer or other grant of rights to such items except to the limited extent use is required in the performance of this MOU and, in such case, for the limited purpose or such use.
- 7.5. Use of Name. Except to the extent expressly specified in Exhibit A, neither party shall publish any press release, make any other public announcement or otherwise communicate with any news media concerning this MOU or the transactions contemplated hereby, nor use the name, logo or corporate identity of either party or its personnel (including its directors and officers), without the prior written consent of the other party; provided, however, that nothing contained herein shall prevent either party from making all filings with governmental authorities as may, in its judgment, be required or advisable in connection with the execution and delivery of this MOU or the consummation of the transactions contemplated hereby.
- 7.6. Independent Contractor. The parties will at all times act independently, and their relationship will be that of independent contractors. No agency, partnership, joint venture or similar relationship shall be deemed to be created by this MOU. Neither Party has the authority to act on behalf of or bind the other Party. No officer, director, employee, contractor or volunteer retained by a party to perform work on its behalf hereunder shall be deemed to be an employee, agent, or contractor of the other party.
- 7.7. No Transfer, Assignment or Subcontracting. No party may assign this MOU or any rights or obligations under this MOU to any person or entity without the prior written consent of the other parties. Any assignment in violation of this provision is null and void. Neither party shall subcontract its obligations under this MOU without the prior written approval of the other party.

- 7.8. Notices. Whenever notice is to be served hereunder, service shall be made personally, by facsimile transmission (with such facsimile confirmed by mail), by overnight courier or by registered or certified mail, return receipt requested. Notice shall be effective only upon receipt by the party being served, except notice shall be deemed received 72 hours after posting by the United States Post Office, by method described above. Any written notices required by this MOU shall be given or sent to the following persons:

If to CORE:

CORE Community Organized Relief Effort
4700 North Point Parkway
Alpharetta, GA 30005
Attn: Area Director

with a copy to:

CORE Community Organized Relief Effort
910 North Hill Street
Los Angeles, CA 90012
Attn: President and Chief Operating Officer

If to County:

Fulton County
141 Pryor Street
Atlanta, GA 30303
Attn: County Manager

with a copy to:

Fulton County Emergency Management
130 Peachtree St SW
Suite G-157
Atlanta, GA 30303
Attn: Emergency Management Director/Chief

with a copy to:

Office of the Fulton County attorney
141 Pryor Street, SW
Suite 4038
Atlanta, GA 30303
Attn: County Attorney

- 7.9. Survival. Notwithstanding anything herein to the contrary, the provisions of Sections 3, 4.1-4.3, 5, and 6 shall specifically survive expiration or termination of this MOU.
- 7.10. Entire Agreement; Modification; Interpretation. This MOU represents the entire agreement between the parties and supersedes all other contracts, agreements, representations and understandings between them, whether written or oral, express or implied. This MOU may not be modified or amended except in writing signed by authorized representatives of both parties.

The terms of this MOU are the result of negotiations in which each Party had the opportunity to review and revise any term herein. Consequently, this MOU shall not be construed for or against either party as a result of the manner in which it was drafted.

- 7.11. Dispute Resolution; Governing Law. In the event either party hereto issues a written notice of a dispute arising under this Agreement (each, a “**Dispute**”), representatives of each party will meet to discuss the dispute with the purpose of seeking a resolution to such. If the Dispute is not resolved after twenty (20) days, then senior business executives appointed by each party will meet to discuss and seek a resolution to such dispute. The parties may meet as frequently as they reasonably deem necessary to negotiate such a resolution. If the Dispute is not resolved by the parties within ninety (90) days after the initial notice of Dispute was provided, either party may take any available action under this Agreement, at law or in equity. For clarity, the foregoing shall not be construed to prevent a party from seeking equitable relief at any time before or during such informal dispute resolution process to protect such party’s intellectual property or confidential information. This MOU shall be governed by and interpreted and enforced in accordance with the law of the State of Georgia, without regard to conflict of law provisions.
- 7.12. Severability. If any term or provision of this MOU, or the application thereof to any person or circumstance, shall to any extent be found to be invalid, void, or unenforceable, the remaining provisions of this MOU and any application thereof shall, nevertheless, continue in full force and effect without being impaired or invalidated in any way.
- 7.13. No Waiver. All waivers must be in writing and signed by the party waiving its rights in order to be effective. The waiver of any breach of any term of this MOU does not waive any subsequent breach of that or another term of this MOU.
- 7.14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by e-mail delivery of a file in Adobe Portable Document Format (PDF), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed), with the same force and effect as if such PDF signature page were an original thereof.

[signature page follows]

IN WITNESS WHEREOF, each of the parties has executed this MOU to be effective as of the Effective Date set forth above, which reflects the date the Board of Commissioners approved the MOU.

FULTON COUNTY:

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

ATTEST:

By: _____
Tonya R. Grier, Clerk to the
Commission

APPROVED AS TO FORM:

By: _____
Y. Soo Jo,
County Attorney

CORE COMMUNITY ORGANIZED RELIEF EFFORT:

By: _____
Authorized Representatives of CORE

Notary:

EXHIBIT A RESPONSIBILITIES OF THE PARTIES

This Exhibit A is with reference to the Memorandum of Understanding entered into between CORE Community Organized Relief Effort (“CORE”) and Fulton County (“County”), to which this exhibit is incorporated.

1. Goals and Objectives. The goals and objectives of the parties in connection with this Agreement are as follows: **provision and use of in-kind warehouse and office space.**
2. Primary Contacts. Each party will designate a primary contact and may replace such person on written notice. CORE’s primary contact is **Dedrick Muhammad, Humanitarian Response Program Manager, dedrick.muhammad@coreresponse.org**. County’s primary contact is Emergency Management Director/Chief, matthew.kallmyer@fultoncountyga.gov and 404-612-5660.
3. CORE’s Responsibilities.
 - 3.1. To take temporary possession and use of Pallet Space in the Fulton County Consolidated Warehouse;
 - 3.2. To take temporary possession and use of Loading Dock as same must be coordinated with County Personnel;
 - 3.3. To take temporary possession and use of, at minimum, 11,000 square feet of warehouse and 5,000 square feet of office space, to be designated and identified by County personnel; and
 - 3.4. Maintain all space in clean working condition.
 - 3.5. In Kind Service: Support the Fulton County Emergency Management Agency with CORE resources and staff during the response and recovery phases of manmade/natural disasters or emergencies.
4. County’s Responsibilities.
 - 4.1. To provide temporary possession and use of Pallet Space;
 - 4.2. To provide temporary possession and use of Loading Dock; and
 - 4.3. To provide temporary possession and use of 11,000 square feet of warehouse space, and two offices and 4 cubicles worth of office space.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0020

Meeting Date: 1/4/2023

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

Request approval of an Ordinance to amend Chapter 101 (General provisions and County Governing Authority), Division 2 (Rules of Order and Procedure), Section 101-72 (Executive Session) of the Fulton County Code of Ordinances to further safeguard and prevent the disclosure of confidential Executive Session discussions and to provide penalties for any violation; and for other purposes. (Pitts)



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0021

Meeting Date: 1/4/2023

Department

Sheriff

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

Discussion: Fulton County Sheriff Labat - FY2023 proposed budget

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)*

Choose an item.

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

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

Scope of Work: N/A

Community Impact: N/A

Department Recommendation: N/A

Project Implications: N/A

Community Issues/Concerns: N/A

Agenda Item No.: 23-0021

Meeting Date: 1/4/2023

Department Issues/Concerns: FY2023 Proposed Budget



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-1003

Meeting Date: 1/4/2023

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

Discussion: Magistrate Court Clerk and Staff Positions **(Pitts) (HELD ON 12/21/22)**

Summary of Fulton County Dispossession Backlog

- **Background of Roles:**

- The Fulton County Chief Magistrate Judge is responsible for determining the number slots available for the scheduling of dispossession hearings through the Order of Business.
- COSMC is responsible for using the Order of Business to schedule dispossession hearings.

- **March 2020** – As a result of COVID, all magistrate court hearings (including dispossession) stop.

- **May 2020** – COSMC advises Mag Court of continued filings and a burgeoning backlog through the weekly report provided to Mag Court Admin

- **November 2020** – Magistrate Court releases new Order of Business with a reduced number of slots for dispossession cases:

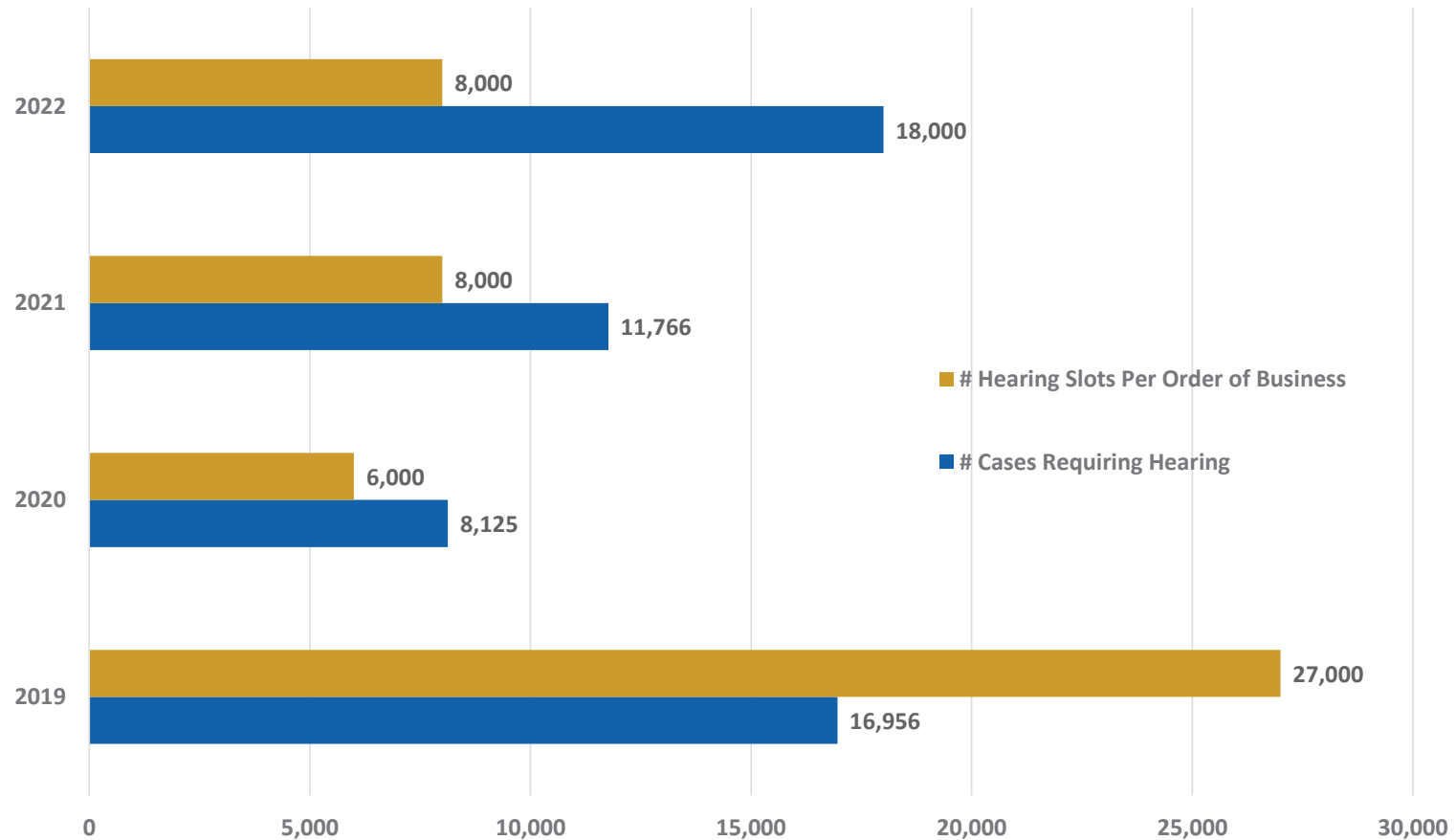
- 2019: 27,000 slots (pre-COVID)
- 2020: 6,000 slots
- 2021: 8,000 slots
- 2022: 8,000 slots

- **February 2021** - COSMC advises that the dispossession slots provided in the Order of Business will not accommodate the hearings that need to be scheduled and that the backlog of attorney-represented cases cannot be addressed with the current number of available slots. (See attached emails)

- **December 2022** – Fulton County dispossession case backlog persists:

- To date, the number of slots available for dispossession hearings remains significantly reduced from pre-pandemic levels.
- Concurrently, the number of dispossession filings have returned to pre-pandemic levels.
- Currently there are 7,200 cases, dating back to February 2022, awaiting scheduling.
- The latest abbreviated Order of Business only authorizes slots for dispossession hearings through January 27, 2023.
- COSMC can only schedule dispossession hearings through this date.

Snapshot of Year-End Dispossession Cases
Requiring a **Hearing** versus Number of Hearing **slots**
2019 - 2022



COSMC-focused Proposed Solutions

- Increase the number of slots available for the scheduling of dispossession hearings
 - Night Court
 - Saturday Court
 - Maximization of current Tuesday/Thursday scheduling – limit to dispossession cases
- Monthly partner meetings while the backlog persists
 - Joint review of open case analysis report
 - Sharing of ongoing concerns
 - Discussion of impactful anecdotal information



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-1004

Meeting Date: 1/4/2023

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

Discussion: Boards, Authorities, Commissions and Task Forces **(Pitts) (HELD ON 12/21/22)**