

**FULTON COUNTY BOARD OF COMMISSIONERS
RECESS MEETING**

January 18, 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)
Bridget Thorne, Commissioner (District 1)
Bob Ellis, Vice-Chairman (District 2)
Dana Barrett, Commissioner (District 3)
Natalie Hall, Commissioner (District 4)
Marvin S. Arrington, Jr., Commissioner (District 5)
Khadijah Abdur-Rahman, Commissioner (District 6)

INVOCATION: Reverend Clifton Dawkins, Jr., County Chaplain

PLEDGE OF ALLEGIANCE: Recite in unison

ANNOUNCEMENTS

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

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

CONSENT AGENDA**23-0024 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.

23-0025 Board of Commissioners

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Rosewood Centennial Commemoration Day." **(Hall)**
January 14, 2023

Proclamation recognizing "Cleo Orange Remembrance Day." **(Hall/Arrington)**
January 17, 2023

Commissioners' District Board Appointments**23-0026 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 expired: 12/31/2022

Joseph Piontek **(Hausmann)**

Nina Radakovich **(Morris/Barrett)**

Commissioner Barrett has nominated Nina Radakovich for a District reappointment to a term ending December 31, 2026.

23-0027 **Board of Commissioners**
LIBRARY BOARD OF TRUSTEES

Terms below expired: 12/31/2022

Joseph Piontek (**Hausmann/Thorne**)

Nina Radakovich (**Morris/Barrett**)

Commissioner Thorne has nominated Joseph Piontek for a District reappointment to a term ending December 31, 2026.

Open & Responsible Government

23-0028 **Finance**

Request approval to renew an existing contract - Finance Department - 21RFP1108C-MH, Financial Advisory Services in the amount not to exceed \$19,500.00 with Raymond James Associates, Inc. (Atlanta, GA.) to provide financial advisory services relative to the County's short term financial borrowing options for 2023 This action exercises the first of two renewal options. One renewal option remains. Effective February 1, 2023 through December 31, 2023.

23-0029 **Finance**

Ratification of December 2022 Grants Activity Report.

23-0030 **Information Technology**

Request approval to utilize cooperative purchasing, Department of Information Technology, City of Atlanta, SP-S/DAIM/2210-1230127, On-Call IT Services, in an amount not to exceed \$1,500,000.00 with uWork.com, Inc. d/b/a Covendis Technologies, Inc., (Atlanta, GA). Effective upon BOC approval until December 31, 2023.

23-0031 **Community Development**

Request approval of a recommended proposal - Department of Community Development, 22RFP026A-CJC, Housing Rehabilitation Program in the amount of \$864,254.61 with Meals on Wheels, Inc. (Atlanta, GA), to provide housing rehabilitation services including general program administration, marketing, customer relations, applicant screening and qualification, project management, contractor oversight and reporting. Effective upon BOC approval through December 31, 2024. 100% grant funded.

Infrastructure and Economic Development

23-0032 **Real Estate and Asset Management**

Request approval of a Sewer Easement Dedication of 2,614 square feet to Fulton County, Georgia, from Fairfield Springs, LLC, for the purpose of constructing the North Springs Project at 7300 Roswell Road, Alpharetta, Georgia 30076.

23-0033 Real Estate and Asset Management

Request approval of a Water Vault Easement Dedication of 269 square feet to Fulton County, a political subdivision of the State of Georgia from Comcast Cable Communications, LLC, for the purpose of constructing the Comcast. Alpharetta Project at 324 Maxwell Road, Alpharetta, Georgia 30009.

23-0034 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 13,501 square feet to Fulton County, a political subdivision of the State of Georgia, from Verizon Wireless, LLC., for the purpose of constructing the Verizon Roswell 1 MEC Project at 10500 Old Alabama Connector Road, Alpharetta, Georgia 30076.

23-0035 Real Estate and Asset Management

Request approval of a Resolution authorizing the transfer of approximately 4063.66 square feet of County-owned real property from the rear portion of Fulton County real property located on 9665 Dogwood Road, Roswell, Georgia to the Georgia Department of Transportation for the purpose of constructing the GA 400 Express Lane Project in the 1st District, 2nd Section, Land Lots 536 and 537, Fulton County, Georgia; and for other purposes.

23-0036 Real Estate and Asset Management

Request approval of a Resolution approving a Water Utility Easement Agreement between Fulton County and the City of Atlanta for the purpose of connecting water services to the proposed Fulton County Animal Shelter on Fulton Industrial Boulevard; to authorize the Chairman to execute Water Utility Easement Agreement and related documents; to authorize the County Attorney to approve all documents as to form and make modifications to protect the County's interest prior to execution; and for other purposes.

RECESS MEETING AGENDA**23-0037 Board of Commissioners**

Adoption of the Recess Meeting Agenda.

23-0038 Clerk to the Commission

Ratification of Minutes.

Recess Meeting Minutes, December 21, 2022

Regular Meeting Post Agenda Minutes, January 4, 2023

23-0039 Board of Commissioners

Presentation of Proclamations and Certificates.

Proclamation recognizing "DREAM and Public Works Appreciation Day." **(Hall)**

Proclamation recognizing "Coy Dumas, Jr. Appreciation Day." **(Hall)**

PUBLIC HEARINGS**23-0040 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****23-0041 County Manager**

Presentation of the Fulton County Operational Report.

23-0042 External Affairs

Presentation of 2023 Legislative Session Update.

23-0043 Purchasing and Contract Compliance

Request approval of a Resolution to extend emergency purchasing authority of the Chairman and County Manager for COVID-19 related purchases; and for other purposes.

23-0044 Finance

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

23-0045 Registration & Elections

Request approval of a Resolution amending the cost to be charged to municipalities who authorize Fulton County to conduct any or all of their municipal elections; and for other purposes.

23-0046 Information Technology

Request approval of a recommended proposal - Information Technology, 22RFP315692K-BKJ, Design, Development and Implementation of Employee Intranet Site in an amount not to exceed \$1,106,000.00 with Svanaco Inc., DBA Americaneagle.com (Des Plaines, IL), to create an internal-facing employee intranet portal that focuses on employee services and communications. Effective upon issuance of a Notice to Proceed and shall continue until the sooner of (a) a period of 18 months; (b) Final Acceptance; or (c) the Agreement is terminated as provided in the contract. 100% grant funded from ARPA.

23-0047 Real Estate and Asset Management

Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC99999-001-SPD0000164-0002, Natural Gas Services Provider for Firm Accounts not to exceed \$700,000.00 with Scana Energy Marketing, LLC (Atlanta, GA), to provide natural gas services to all County facilities including the Fulton County Jail Complex. Effective upon BOC approval through December 31, 2023.

Health and Human Services**23-0048 Public Works**

Request approval of an Intergovernmental Agreement (IGA) between Fulton County, Georgia and Forsyth County, Georgia for water main and sewer line relocations associated with the McGinnis Ferry Road Improvement Project, P.I. 0004634, in an estimated amount of \$1,323,000.00.

Justice and Safety**23-0049 Sheriff**

FY23 Proposed Budget - Fulton County Sheriff Patrick Labat.

23-0050 Juvenile Court

Request approval of a statewide contract - Juvenile Court, SWC 99999-SPD-SPD0000202-0002, Media Buying and Advertising Services in the amount not to exceed \$115,000.00 with Jacob's Eye, LLC (Atlanta, GA) to provide configure and develop a website and provide ongoing maintenance service. Effective upon BOC approval through December 31, 2023.

COMMISSIONERS' ACTION ITEMS**23-0051 Board of Commissioners**

Request approval of a Resolution by the Fulton County Board of Commissioners to change the membership of the Commission on Elder Affairs to allow appointees from the Atlanta Housing Authority and the Fulton Atlanta Communication Action Authority; and for other purposes. **(Pitts)**

23-0052 Board of Commissioners

Request approval of a Resolution by the Fulton County Board of Commissioners requiring that all funds returned to Fulton County from a Tax Allocation District (TAD) shall be placed in a multiyear Facilities Capital Projects Fund to be used to support Fulton County's facilities capital programs and projects; requiring that an amount equal to the final annual increments being distributed to a TAD be placed into the multiyear Facilities Capital Projects Fund on an annual basis at the end of Fulton County's participation in that TAD; and for other purposes. **(Ellis)**

22-0883 Board of Commissioners

Request approval of an Ordinance to amend Chapter 101 (General Provisions and County Governing Authority), Article II (County Governing Authority), Division 1 (Generally) of the Fulton County Code of Ordinances relating to budgetary controls for members of the Board of Commissioners by reducing the travel/conferences budget for members of the Board of Commissioners, and for other purposes. **(Ellis) (MOTION TO APPROVE FAILED 11/16/2022)**

Commissioners' Full Board Appointments**23-0053****Board of Commissioners****ADMINISTRATIVE COMMITTEE OF THE FULTON COUNTY DEFINED CONTRIBUTION PLAN**

Members of the Administrative Committee shall hold office for a term of four (4) years or until their successors have been duly qualified and appointed. Positions 2 & 3 shall be appointed by the BOC at its regular January meeting or as soon as practical. Such members shall hold office for a term of one year.

Term = 4 Years

Term = 1 Year (Positions 2 & 3)

Terms below expired: 12/31/2022

Commissioner Natalie Hall (**Position #3/BOC**)

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

Chairman Pitts and Vice-Chairman Ellis nominate Commissioner Abdur-Rahman for a Full Board appointment to replace Commissioner Morris to a term ending December 31, 2023.

23-0054 Board of Commissioners
ATLANTA BELTLINE, INC. BOARD OF DIRECTORS

The following persons shall serve on the Board of Directors of the corporation: (a) the Mayor of the City of Atlanta (as a representative of ADA); (b) the Chair of the Community Development and Human Resources Committee of the Atlanta City Council (or its successor) (as a representative of ADA); (c) the President of ADA or a person with general business or legal experience (as a representative of ADA); (d) one (1) person with general business experience appointed by a majority of the members of the Board of Directors of ADA (as a representative of ADA); (e) one (1) community representative to be selected in a manner to be determined by the City Council of the City (which appointee shall in all cases be ratified by the Board of Directors of ADA); (f) two (2) members appointed by a majority of the members of the Board of Directors of Beltline Partnership, Inc.; (g) one (1) representative appointed by the Atlanta Board of Education; and (h) one (1) representative appointed by the Fulton County Board of Commissioners. Each director shall take office as of the effective date of his or her appointment and shall continue in office until his or her successor has been duly appointed or elected and has qualified or until his or her earlier death, resignation, retirement, disqualification, or removal, or, in the case of any elected official or positional appointee, until such person no longer holds the elected office or position entitling such person to membership on the corporation's Board of Directors.

Term = 4 years

Term below expired: 7/12/2022

Commissioner Lee Morris (**Fulton County/BOC/Ellis**)

Chairman Pitts and Vice-Chairman Ellis nominate Commissioner Hall for a Full Board appointment to replace Commissioner Morris to a term ending July 12, 2026.

23-0055**Board of Commissioners****ATLANTA-FULTON WATER RESOURCES COMMISSION**

There shall be a management commission of the joint venture (the "commission"), which shall consist of (7) seven members, (3) three from Atlanta and (3) three from Fulton County, with each member having one vote. Membership shall include the Mayor of Atlanta, the President of the City Council of Atlanta, and one councilmember appointed by the president of the city council and approved by the mayor; the Chairperson of the Fulton County Board of Commissioners and two commissioners selected by the Fulton County Board of Commissioners; and one person employed by neither Atlanta nor Fulton County who shall be known as the "independent member" of the commission.

Term = Members remain on the Water Resources Commission until replaced, deceased, resign from their position, or their term of office expires.

Chairman Robert L. "Robb" Pitts (**Chair**)
Vice-Chairman Liz Hausmann (**BOC-2**)
Commissioner Bob Ellis (**BOC-1**)

Chairman Pitts and Vice-Chairman Ellis nominate Commissioner Thorne to replace Commissioner Hausmann for a Full Board appointment.

23-0056**Board of Commissioners****AUDIT COMMITTEE**

Term = 2 years

Term below expired: 12/31/2022

Commissioner Lee Morris (**BOC - Commissioner**)

Vice-Chairman Ellis nominates Chairman Pitts for a Full Board appointment to replace Commissioner Morris to a term ending December 31, 2024.

23-0057 Board of Commissioners**BOARD OF TRUSTEES OF THE FULTON COUNTY EMPLOYEES' RETIREMENT SYSTEM**

Trustee position #1 is the Chairman or designee. Trustee positions #2 and #3, members of the Fulton County Commission, shall be designated or elected at a regular January meeting for one (1) year or until their successors have been appointed and qualified. Trustee Positions #4 and #5 are members of the Board of Trustees by virtue of their County position; hence their terms expire when their positions with the County terminate. Trustee Positions #6, #7, #8, #9, #10, #11, and #12 are held for four (4) years, after serving the initial staggered terms prescribed in the enabling Resolution.

Term = 4 years

Term below expired: 12/31/2022

Commissioner Lee Morris (**#1 - Chair/Designee**)

Chairman Pitts nominates Commissioner Barrett for a Full Board appointment to replace Commissioner Morris a term ending December 31, 2023.

23-0058 Board of Commissioners**FULTON COUNTY FACILITIES CORPORATION**

The initial Board of Directors of the Corporation consists of the Chairman of the Fulton County Board of Commissioners, the Director of Finance, the County Manager, and two (2) Fulton County Commissioners.

Terms: 2 years until the next annual meeting of the Board of Directors or until a successor shall be elected and qualified.

Term below expired: 11/3/21

Commissioner Lee Morris (**BOC #2**)

Chairman Pitts and Vice-Chairman Ellis nominate Commissioner Barrett for a Full board appointment to replace Commissioner Morris to a term ending November 3, 2023.

23-0059 **Board of Commissioners**
INVEST ATLANTA (ATLANTA DEVELOPMENT AUTHORITY)

Term = 4 YEARS

Term below expires: 4/1/2023
Commissioner Lee Morris **(BOC)**

Chairman Pitts and Vice-Chairman Ellis nominate Commissioner Barrett as Fulton County's appointee to the Atlanta Development Authority d/b/a Invest Atlanta to an unexpired term ending April 1, 2023.

23-0060 **Board of Commissioners**
OTHER POST-EMPLOYMENT BENEFITS (OPEB) TRUST

This Trust was established by the Fulton County Board of Commissioners by resolution Agreement January 16, 2008 (#07-0997). The Trust shall be held, managed and administered by the Trustee in trust in accordance with the provisions of the agreement. The Trust is intended to comply with and be a tax-exempt governmental trust under Section 115 of the IRS Code.

Term = 1 year

Commissioner Lee Morris **(Position 1/Chair Designee)**

Term below expired: 12/31/2019
Commissioner Liz Hausmann **(Position 2/BOC)**

Chairman Pitts and Vice-Chairman Ellis nominate Commissioner Thorne as the Chairman's Designee to a Full Board Appointment to replace Commissioner Morris.

Chairman Pitts and Vice-Chairman Ellis nominate Commissioner Hall to a Full Board appointment to replace Commissioner Hausmann to a term ending December 31, 2023.

COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS

23-0061 **Board of Commissioners**
Discussion: Reparations Task Force Update & Funding Request **(Arrington)**

EXECUTIVE SESSION

[23-0062](#) 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.: 23-0025

Meeting Date: 1/18/2023

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

Proclamations for Spreading on the Minutes.

Proclamation recognizing “Rosewood Centennial Commemoration Day.” **(Hall)**
January 14, 2023

Proclamation recognizing “Cleo Orange Remembrance Day.” **(Hall/Arrington)**
January 17, 2023



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0028

Meeting Date: 1/18/2023

Department

Finance

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

Request approval to renew an existing contract - Finance Department - 21RFP1108C-MH, Financial Advisory Services in the amount not to exceed \$19,500.00 with Raymond James Associates, Inc. (Atlanta, GA.) to provide financial advisory services relative to the County's short term financial borrowing options for 2023 This action exercises the first of two renewal options. One renewal option remains. Effective February 1, 2023 through December 31, 2023.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

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

Scope of Work: Provide financial advisory services involving the County's short-term borrowing needs for 2023 and as other financial advisory services as deemed necessary and mutually agreed upon at hourly rates.

Community Impact: This ensures the County is using best financial practices to fund operational cash flow needs for 2023.

Department Recommendation: Recommend approval

Project Implications: Employing financial advisors provides professional guidance and evaluation of financing options available to the County for 2023 cash flow needs.

Community Issues/Concerns: None noted

Department Issues/Concerns: None noted

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-1028	12/15/2021	\$19,500.00
1st Renewal			\$19,500.00
Total Revised Amount			\$39,000.00

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

Contract Value: \$19,500.00
Prime Vendor: Raymond James & Associates
Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Prime Value: \$19,500.00 or 100.00%

Total Contract Value: \$19,500.00 or 100.00%
Total Certified Value: \$-0-

Exhibits Attached

Exhibit 1: Contract Renewal Agreement
Exhibit 2: Contract Evaluation
Exhibit 3: Contractor Performance Report

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

Hakeem Oshikoya, Finance Director, 404-612-7641

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$19,500.00
Previous Adjustments: \$0.00
This Request: \$19,500.00
TOTAL: \$39,000.00

Grant Information Summary

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

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

100-999-D100-1609: General Fund, Non-Agency, Tax Anticipation Note Expense

Key Contract Terms	
Start Date: 2/1/2023	End Date: 12/31/2023
Cost Adjustment:	Renewal/Extension Terms: <input type="radio"/> renewal option remains

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

Yes

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



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Finance

BID/RFP# NUMBER: 21RFP1108C-MH

BID/RFP# TITLE: Financial Advisory Services

ORIGINAL APPROVAL DATE: December 15, 2021 (BOC item 21-1028)

RENEWAL EFFECTIVE DATES: January 1, 2023 through December 31, 2023

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 1, one remaining after this renewal

RENEWAL AMOUNT: \$ 19,500

COMPANY'S NAME: Raymond James and Associates, Inc.

ADDRESS: 3050 Peachtree Road, Suite 702

CITY: Atlanta

STATE: GA

ZIP: 30305

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA

[INSERT COMPANY NAME]

**Robert L. Pitts, Chairman
Fulton County Board of Commissioners**

**[Insert name]
[Insert title]**

ATTEST:

ATTEST:

**Tonya R. Grier
Clerk to the Commission**

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Hakeem Oshikoya, Finance Director
Finance Department**

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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

Contract Renewal Evaluation Form

Date:	December 12, 2022
Department:	FINANCE
Contract Number:	21RFP1108C-MH
Contract Title:	Financial Advisory Services

Instructions:

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

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

The contract approved 12/15/2021 agenda item 21-1028 is for financial advisory services involving the County's annual short term borrowing options. This item was bid out via RFP.

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

☐ **Internet search of pricing for same product or service:**

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

Explanation / Notes:

Click here to enter text.

Item was procured in late 2021 via Purchasing using an RFP process.

☐ **Market Survey of other jurisdictions:**

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

Explanation / Notes:

Click here to enter text.

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

Click here to enter text.

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

\$19,500

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

Was it part of the initial contract? ☐ Yes ☒ No

Date of last purchase:	Click here to enter a date.
Price paid: \$19,500	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price: \$19,500	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.

Explanation / Notes:

The contract approved price was \$19,500 for 2022. The fee remains at \$19,500 for fiscal year 2023 .

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

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

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

The Finance department relies on financial advisory services to evaluate current market conditions, options, and other regulatory financing requirements for short term borrowing considerations on an annual basis. This ensures the County's borrowing utilizes best practices to fund operations needs throughout 2023.

Ray Turner

December 12, 2022

Prepared by

Date

Hakeem Oshikoya

December 12, 2022

Department Head

Date

Performance Evaluation Details

ID	E1
Project	Financial Advisory Services
Project Number	21RFP1108C-MH
Supplier	Raymond James & Associates, Inc.
Supplier Project Contact	TOM OWENS (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2022 to 06/30/2022
Effective Date	09/19/2022
Evaluation Type	Formal
Interview Date	09/06/2022
Expectations Meeting Date	09/06/2022
Status	Completed
Publication Date	09/19/2022 09:42 AM EDT
Completion Date	09/19/2022 09:42 AM EDT
Evaluation Score	91

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

20/20

Rating

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

Comments

Not Specified

SCHEDULE

20/20

Rating

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

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

Excellent: Co-operative and timely response to the User Department concerns.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

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

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0029

Meeting Date: 1/18/2023

Department

Finance

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

Ratification of December 2022 Grants Activity Report.

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

Grants Policy A(10): All grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners' 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)*

Open and Responsible Government

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

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

The Fulton County December 2022 Grants Activity Report (GAR) Exhibit 1: BOARD GRANTS RATIFICATION SUMMARY summarizes grants submitted/pending and awarded for the period December 1, 2022 through December 31, 2022. Fulton County departments report the following grants activity:

- Applications Submitted/Pending: (\$5,204,113.00 + No Cash Match)
- Applications Awarded: (\$276,402.00 + No Cash Match)

The following Strategic Priority Areas are Impacted by December 2022 grant applications:

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

The Fulton County December Grants Activity Report (GAR) Exhibit 2: ALL GRANTS ACTIVITY summarizes cumulative grants activity through December 31, 2022. Fulton County departments report the following grants activity:

- Total Applications Submitted/Pending: 5 (\$5,480,515.00 + \$183,669.50 Cash Match)
- Total Applications Awarded: 84 (\$55,889,108.78 + \$552,564.42 Cash Match)
- Total Grant Applications Denied: 22 (\$59,419,423.73 + No Cash Match)

Scope of Work:**Community Impact:**

Department Recommendation: Department recommends ratification of the December 2022 Grants Activity Report (GAR).

Project Implications:**Community Issues/Concerns:****Department Issues/Concerns:**



FULTON COUNTY FY2022 GRANTS ACTIVITY REPORT December 2022

Presented to:
Fulton County Board of Commissioners
Wednesday, January 18, 2023
Recess Meeting

Provided by: Fulton County Finance Department, Grants Administration Division



Exhibit 1: Board Grants Ratification Summary

Grants Submitted and/or Awarded December 1, 2022 Through December 31, 2022

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

EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY

Fulton County FY2022 December Grants Activity Report

Exhibit 1 lists by Strategic Goal grant applications that require BOC ratification. Per the Fulton County Grants Policy approved 3/2/2016, Section A(10), "all grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners' 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."

Grant Applications Submitted and/or Awarded December 1, 2022 Through December 31, 2022 Requiring BOC Ratification

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status
JUSTICE AND SAFETY						
District Attorney	U.S Department of Homeland Security	U.S. Customs and Border Protection	Request approval to accept a repeat grant funding from the Department of Homeland Security in the amount of \$1,500.00. Funds will be used for overtime, training, certifications, and/or purchases of equipment for the task force member(s) within the U.S Customs and Board Protection. No County Cash Match	\$ 1,500.00	\$ -	Awarded
Sheriff	U.S Department of Justice	State Criminal Alien Assistance Program (SCAAP)	Request approval to accept a repeat grant funding from the U.S Department of Justice in the amount of \$175,142.00. This funding provide correctional officer's salary cost for staff processing undocumented aliens with at least one felony or two misdemeanor conviction for violations of state and local laws and incarcerated for at least 4 consecutive days. No County Cash Match	\$ 175,142.00		Awarded
Medical Examiner	Georgia Department of Public Health	Toxicology Testing	Request approval to accept a repeat grant funding from Georgia Department of Public Health in the amount of \$39,760.00. This funding will support the collaborative effort between the Medical Examiner and The department of Public Health to report overdose data and collect high quality, comprehensive, and timely data on nonfatal and fatal overdoses to facilitate prevention and response strategies. The Fulton County Medical Examiner will be able to conduct up to 140 toxicology tests on suspected drug overdose deaths in Fulton County. No County Cash Match	\$39,760.00	\$ -	Awarded
			Subtotal:	\$ 216,402.00	\$ -	
HEALTH AND HUMAN SERVICES						
HIV Elimination	Health Resources and Services Administration (HRSA)	Ryan White Part A	Request approval to apply and accept a repeat Ryan White Part A grant in the partial amount of \$5,204,113 from the Health Resources and Services Administration (HRSA). The grant period is March 1, 2023-February 28, 2024. No County Cash Match.	\$ 5,204,113.00	\$ -	Pending
			Subtotal:	\$ 5,204,113.00	\$ -	
ARTS AND LIBRARIES						
Library	Best Buy	The Clubhouse Network	Request approval to accept a repeat grant from The Clubhouse Network Grant/Contract in the amount of \$60,000.00. This grant will allow the Fulton County Library with the ability to extend access and valuable skills using technology for teens, training for staff and program development. The program initiative will propel teens into the community into 21st century technological career opportunities to help provide greater probability of social and economic sustainability with technology. The Best Buy Teen Tech Center will provide hardware, high-end professional software, furniture, program materials, supplies and staff training. Up to ten percent (10%) of grant funding may be used for general overhead expenses. This agreement is effective February 1, 2022 through January 31, 2023. No County Cash Match.	\$ 60,000.00	\$ -	Awarded
			Subtotal:	\$ 60,000.00	\$ -	
INFRASTRUCTURE AND ECONOMIC DEVELOPMENT						
OPEN AND RESPONSIBLE GOVERNMENT						
REGIONAL LEADERSHIP						
			TOTAL:	\$ 5,480,515.00	\$ -	



Exhibit 2: All Grants Activity

Cumulative Through December 31, 2022

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

EXHIBIT 2: ALL GRANTS ACTIVITY
CUMULATIVE & CURRENT PERIOD (AS OF December 31, 2022)

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

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

ALL GRANTS ACTIVITY						
^All Grants	Prior Period Grants	Prior Period Funds	Current Period Grants: 12/1/2022-12/31/2022	Current Period Funds: 12/1/2022-12/31/2022	Cumulative Total Grants	Cumulative Total Funds
Grants Pending^	4	\$ 3,579,501.00	1	\$ 5,204,113.00	5	\$ 8,783,614.00
Grants Awarded	80	\$ 55,612,706.78	4	\$ 276,402.00	84	\$ 55,889,108.78
Grants Denied**	22	\$ 59,419,423.73	-	\$ -	22	\$ 59,419,423.73
Cash Match Requested-2022	-	\$ 552,565.42	-	\$ -	-	\$ 552,565.42
Total:	106	\$ 119,164,196.93	5	\$ 5,480,515.00	111	\$ 124,644,711.93

ALL GRANTS AWARDED, NEW VS. RENEWAL						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 12/1/2022-12/31/2022	Current Period Funds: 12/1/2022-12/31/2022	Cumulative Total Grants	Cumulative Total Funds
New Grant Awards	19	\$ 5,303,117.28	0	\$ -	19	\$ 5,303,117.28
Renewal/Repeat Grant Awards	61	\$50,309,589.60	4	\$ 276,402.00	65	\$ 50,585,991.60
Total:	80	\$ 55,612,706.88	4	\$ 276,402.00	84	\$ 55,889,108.88

ALL GRANTS AWARDED, COMPETITIVE VS. FORMULA						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 12/1/2022-12/31/2022	Current Period Funds: 12/1/2022-12/31/2022	Cumulative Total Grants	Cumulative Total Funds
Competitive Grant Awards	41	\$ 8,944,964.38	2	\$ 99,760.00	43	\$ 9,044,724.38
Formula Grant Awards^^	39	\$ 46,667,742.50	2	\$ 176,642.00	41	\$ 46,844,384.50
Total:	80	\$ 55,612,706.88	4	\$ 276,402.00	84	\$ 55,889,108.88

^Includes 17 grants that were pending at the end of 2021 and carried forward for tracking in 2022.

^^Formula grant awards include noncompetitive grants and allocations.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0030

Meeting Date: 1/18/2023

Department

Information Technology

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

Request approval to utilize cooperative purchasing, Department of Information Technology, City of Atlanta, SP-S/DAIM/2210-1230127, On-Call IT Services, in an amount not to exceed \$1,500,000.00 with uWork.com, Inc. d/b/a Covendis Technologies, Inc., (Atlanta, GA). Effective upon BOC approval until December 31, 2023.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background FCIT has challenges with attrition and quickly staffing critical positions which leads to infrastructure and operational stability issues. To resolve these issues, FCIT is seeking to partner with uWork.com, Inc. to augment its talent pool.

Scope of Work: Immediate acquisition of critical resources to address risks and negative impact as well as a staffing model needed to support Fulton County IT services and operations. The critical resources are listed below:

1. Database Architect
2. Network Engineer/Architect
3. Physical Security/Data Center Engineer
4. Systems Engineer
5. Endpoint Support Engineer
6. Senior Intranet Specialist
7. ERP Technical Consultant

Community Impact: None

Department Recommendation: The Department of Information Technology recommends approval.

Project Implications: This contract will ensure continuity of IT operations.

Community Issues/Concerns: No community issues or concerns

Department Issues/Concerns: There are no department concerns with this request.

Contract Modification: This is a new request.

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

Not Applicable

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

Exhibit 1: Copy of City of Atlanta Contract

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

Lateef Ashekun, Interim CIO, Information Technology, 404-612-0192

Contract Attached

No

Previous Contracts

No

Total Contract Value

Agenda Item No.: 23-0030

Meeting Date: 1/18/2023

Original Approved Amount: 0
Previous Adjustments: 0
This Request: \$1,500,000.00
TOTAL: \$1,500,000.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

100-220-2205-1160: General, Information Technology, Professional Services (Pending 2023 Budget Approval)

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

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?
Choose an item.

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

CONTRACT FOR

SP-S/DAIM/2210-1230127, Covendis On-Call IT Services



Atlanta, Georgia

**Andre Dickens
Mayor
City of Atlanta**

**Jason Sankey
Chief Information Officer
Department of Atlanta Information Management**

**Jaideep Majumdar
Chief Procurement Officer
Department of Procurement**

**Covendis On-Call IT Services
Special Procurement Agreement, SP-S/DAIM/2210-1230127**

Contract Name: Covendis On-Call IT Services	Contract No. SP-S/DAIM/2210-1230127
Service Provider Name: uWork.com, Inc. d/b/a Covendis Technologies, Inc.	City of Atlanta Using Agency: Department of Atlanta Information Management
Address: 200 Walker Street, SW, Suite B Atlanta, GA 30313	Address: 55 Trinity Avenue Atlanta, GA 30303
Phone: 770-903-9990	Phone: 404-546-7822
Email: Sarah.loftus@covendis.com	Email: tneely@atlantaga.gov
Authorized Representative: Sarah Loftus	Authorized Representative: Tameka Neely-Dudley

This Special Procurement Agreement, SP-S/DAIM/2210-1230127, Covendis On-Call It Services (“**Agreement**”) between the City of Atlanta (the “**City**”), a Georgia Municipal Corporation, and uWork.com, Inc. d/b/a Covendis Technologies, Inc. (“**Service Provider**”) is entered into and effective on this ____ day of _____ (“**Effective Date**”). The City and Service Provider may be collectively referred to as the “**Parties**” or individually as a “**Party**.”

WHEREAS, pursuant to City of Atlanta Code of Ordinances § 2-1191.1, the Chief Procurement Officer is authorized for the purchase of the IT vendor managed services for end-to-end web-based technology solution from Service Provider on behalf of the City’s Department of Atlanta Information Management (“**DAIM**”); and

WHEREAS, Service Provider has agreed to provide such services as outlined within this Agreement and more specifically within **Exhibit A** of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. Interpretation.

- 1.1. All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents and on **Exhibit B** attached hereto.

If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:¹

1. Agreement
2. Exhibit A - General Scope of Services
3. Exhibit A.1 - Compensation
4. Exhibit A.2 - Task Orders (*Not Applicable*)
5. Exhibit B – Definitions
6. Exhibit C – Legislation
7. Exhibit D - City Security Policies
8. Exhibit E - Dispute Resolution Procedures
9. Exhibit F – Additional Contract Documents
- Designation Memo
- Appendix A - Office of Contract Compliance Requirements (*Not Applicable*)
- Appendix B - Insurance and Bonding Requirements

2. Term.

- 2.1. Initial Term. The initial term of this Agreement will be one (1) years. This Agreement shall commence on the Effective Date and end on _____. The initial term of the Agreement and any renewal term(s) are collectively referred to as the "Term".
- 2.2. Renewal Terms. City shall have the right in its sole discretion to renew this Agreement for two (two) additional one (1) year terms according to the following procedure:
- 2.2.1. If City desires to exercise an option to renew, it will submit legislation authorizing such renewal for consideration by City's Council and Mayor prior to the expiration of the Term. The legislation will establish the date of such renewal;
- 2.2.2. If such legislation is enacted, within fifteen (15) days of such enactment, City will notify Service Provider of such renewal, at which time Service Provider shall be bound to provide Services during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by Service Provider that its initial execution of this Agreement is deemed its agreement to continue to provide Services during any renewal Term.

3. Authorization. If applicable, this Agreement is authorized by legislation adopted by City which is attached as **Exhibit C**.

¹ For purposes of this provision, authorized changes to an item in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

4. Services.

- 4.1. Description of Services. City desires to obtain from Service Provider the services described generally on **Exhibit A** attached, and if applicable, as may be further described on any and all work orders issued by the City pursuant to Section entitled "Task Orders" below (individually, a "Task Order" and, collectively, the "Task Orders") (the "Services").
- 4.2. Resources. Unless otherwise expressly provided in this Agreement, all equipment, software, Facilities and Service Provider Personnel required for the proper performance of Services shall be furnished by and be under the control of Service Provider. Service Provider shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified, professional and high-quality working and performing order.
- 4.3. Quantity of Services. City makes no representations or warranties about the quantity of Services that will be requested or Charges that will be paid under this Agreement. Any quantity of Services or amount of Charges set forth in this Agreement are estimates only.

5. Funding.

- 5.1 The total amount of payments by City under this Agreement shall not exceed Three Million Nine Hundred Twenty-Three Thousand Dollars and Zero Cents (\$3,923,000.00) during the first year of this Agreement is effective. For each subsequent year of this Agreement, City shall provide written notice to Service Provider of the amount of funding allocated to this Agreement for such calendar year (each annual maximum amount, including the funding for the first year, shall be the "Annual Maximum Payment Amount").
- 5.2 In addition, in the event Task Orders are applicable, each Task Order shall specify a maximum payment amount (the "Task Order Maximum Payment Amount") applicable to the Services to be performed under such Task Order.

6. Task Orders.

- 6.1. Task Orders under this Agreement may be issued by City without further legislative approval under Code Section 2-1111, if the legislation authorizing this Agreement provides for such issuance. In such circumstances, the Task Order may be executed by City's Chief Procurement Officer, head of the affected Using Agency or other appropriate designee on behalf of City. City, at its sole discretion, may unilaterally issue Task Orders for Services for which Charges are established in this Agreement. Service Provider shall promptly proceed with the Services set forth in any such Task Order. If City solicits a proposal from Service Provider for a Task Order, Service Provider shall submit its proposal with a Task Order containing all the necessary terms and executed by Service Provider. Task Orders may be executed or issued during the Term of this Agreement that contain a Service performance period that extends beyond the Term. No Task Order may be executed or issued under this Agreement subsequent to the expiration or termination of the Term.
- 6.2. Each Task Order will include the following: (a) a reference to this Agreement; (b) the Task Order Commencement Date and, if applicable, the period of time during which the Services will be provided; (c) a description of the Services to be provided; (d) the amounts payable and

payment schedule for the Services; and (e) any additional provisions applicable to the Services. No Task Order will become effective until it has been executed by an authorized representative of Service Provider and City. If any services to be performed are not specifically included in a Task Order, but are reasonably necessary to accomplish the purpose of the Task Order, they will be deemed to be implied in the scope of the Services for that Task Order to the same extent as if specifically described in such Task Order.

7. Change Documents.

- 7.1. This section will govern changes to the Agreement, or any Task Order issued under the Agreement, whether such changes involve an increase in the Annual Maximum Payment Amount or not. Changes in Services or other aspect of this Agreement shall be made by written document ("Change Document" or "Unilateral Change Document").² All changes shall be implemented pursuant to this subsection (the "Change Document Procedures") and any Applicable Law.
- 7.2. Potential Change Documents that may be issued concerning this Agreement or any Task Order issued under this Agreement include, but are not limited to:
 - (a) Change Documents to the Agreement involving an increase to the Annual Maximum Payment Amount executed between City and Service Provider which may or may not require legislative approval under Code Section 2-1292;
 - (b) Change Documents to the Agreement or any Task Order issued under the Agreement involving no increase to the Annual Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount or any Task Order Maximum Payment Amount executed between City and Service Provider pursuant to Code Section 2-1292(d); and
 - (c) Unilateral Change Documents to the Agreement or any Task Order issued under the Agreement issued by City pursuant to Code Section 2-1292(d) involving no increase to the Annual Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount or any Task Order Maximum Payment Amount.
- 7.3. Change Documents that do not involve an increase in the Annual Maximum Payment Amount will be executed pursuant to Code Section 2-1292(d) either bilaterally or unilaterally by the City.
- 7.4. City may propose a change in the Services or other aspects of this Agreement by delivering written notice to Service Provider describing the requested change ("Change Request"). Within ten (10) days of receipt of City's Change Request, Service Provider shall evaluate it and submit a written response ("Proposed Change Document"). A Change Request which involves the reduction of Services shall be effective upon written notice to Service Provider.

² Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g. Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.)

7.5. Service Provider may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Agreement or any Task Order issued under the Agreement.

7.6. Each Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased or decreased) and all other information applicable to the proposed change. Each Proposed Change Document shall constitute an offer by Service Provider and shall be irrevocable for a period of sixty (60) days. City shall review and may provide Service Provider with comments regarding a Proposed Change Document, and Service Provider shall respond to such comments, if any. A Proposed Change Document from Service Provider will become effective only when executed by an authorized representative of City.

7.6.1. City may propose any changes to the Agreement, including, but not limited to, changes that it contends do not involve an increase to the Annual Maximum Payment Amount, and Service Provider shall, in good faith, evaluate such proposed Change Request. If City and Service Provider are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code Section 2-1292(d). Nothing in this Agreement shall, in the event of disagreement between City and Service Provider concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Service Provider, pursuant to Code Section 2-1292(d), and City and Service Provider agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in **Exhibit E**. During the pendency of such dispute, Service Provider shall continue to perform the Services, as changed by such Unilateral Change Document.

7.7. Suspension of Services. City may, by written notice to Service Provider, suspend at any time the performance of any or all of the Services to be performed under this Agreement. Upon receipt of a suspension notice, Service Provider must, unless the notice requires otherwise, (a) immediately discontinue suspended Services on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension.

8. Service Provider's Obligations.

8.1. Service Provider Personnel. Service Provider shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Service Provider Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.

8.2. Service Provider Authorized Representative. Service Provider designates the Service Provider Authorized Representative named on page 1 of this Agreement ("Service Provider Authorized Representative") and, such Person shall: (a) be a project executive and employee within Service Provider's organization, with the information, authority and resources available to properly coordinate Service Provider's responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Service Provider; (c) have day-to-day responsibility and authority to address issues relating to the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.

- 8.3. Qualifications. Upon City's reasonable request, Service Provider will make available to City all relevant records of the education, training, experience, qualifications, work history and performance of Service Provider Personnel.
- 8.4. Subcontracting. Unless specifically authorized in this Agreement or an applicable Task Order, Service Provider will not enter into any agreement with or delegate any Services to any Third Party without the prior written approval of City, which City may withhold in its sole discretion. In the event Service Provider is approved to subcontract any of the Services, Service Provider shall: (i) remain responsible for the performance of Services by the Key Subcontractor; (ii) remain City's sole point of contact for the Services; and (iii) be solely responsible for the payment of any Key Subcontractor.
- 8.5. Removal or Substitution of Service Provider Personnel. Service Provider shall not transfer, reassign or replace any Service Provider Key Personnel or Key Subcontractor without prior written approval from City, except in the case of: (i) retirement, voluntary resignation, involuntary termination for cause in Service Provider's sole discretion, illness, disability or death of such Service Provider Personnel during the Term of this Agreement; or. (ii) such Service Provider Personnel has engaged in willful misconduct or has committed a material breach of this Agreement, in which case removal shall be effectuated by Service Provider immediately after Service Provider becomes aware of such misconduct or breach. Notwithstanding anything herein to the contrary, within seven (7) days after Service Provider's receipt of notice from City that the continued assignment of any Service Provider Personnel under this Agreement is not in the best interests of City, Service Provider shall immediately remove such Service Provider Personnel.
- 8.6. Replacement of Service Provider Personnel. Following any removal of Service Provider Personnel, Service Provider will within fifteen (15) days identify in writing to the City, a suitable replacement for immediate assignment under this Agreement. Service Provider shall assume all costs associated with the replacement of any Service Provider Personnel.
- 8.7. Service Provider Key Personnel and Key Subcontractor.
- 8.7.1 The following Persons are identified by Service Provider as Service Provider Key Personnel under this Agreement:
- (a) N/A ;
 - (b) N/A ; and
 - (c) N/A .
- 8.7.2 The following Persons are identified by Service Provider as Key Subcontractor under this Agreement.
- (a) N/A ;
 - (b) N/A ; and
 - (c) N/A .

- 8.8 Conflicts of Interest. Service Provider shall immediately notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.
- 8.9 Commercial Activities. Neither Service Provider nor any Service Provider Personnel shall establish any commercial activity, issue concessions, or permits of any kind to Third Parties for establishing any activities on City property.

9. City's Authorized Representative.

- 9.1 Designation and Authority. City designates the City Authorized Representative named on page 1 of this Agreement (the "City Authorized Representative") who shall (a) serve as primary interface and the single-point of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Agreement; and (c) to the extent provided under the Code, have the authority to execute any additional documents or changes on behalf of City.
- 9.2 City's Right to Review and Reject. Any Work Product, Service or other document or item to be submitted or prepared by Service Provider hereunder shall be subject to the review of the City Authorized Representative. The City Authorized Representative may disapprove, if in the City Authorized Representative's sole opinion the Work Product, Service, document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical or unsuited in any way for the purposes for which the Work Product, Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Service Provider shall revise the items until they meet the approval of the City Authorized Representative. However, Service Provider shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

10. Payment Procedures.

- 10.1 General. City will not be obligated to pay Service Provider any amount in addition to the Charges set forth in an applicable Task Order for Service Provider's provision of the Service/ Service Provider Personnel hourly rates, reimbursable expenses and other compensable items under this Agreement and issued Task Orders are set forth on Exhibit A.1 Compensation.
- 10.2 Invoices. Service Provider shall prepare and submit to City invoices for payment of all Charges in accordance with the applicable Task Order. Each invoice shall be in such detail and in such format as City may reasonably require. To the extent not set forth in a Task Order, Service Provider shall invoice City monthly for Services rendered.
- 10.3 Taxes. The Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature due in connection with Service Provider's performance of the Services. Service Provider is responsible for payment of such Taxes to the appropriate governmental authority. If Service Provider is refunded any Tax payments made relating to the Services, Service Provider shall remit the amount of such refund to City within forty-five (45) days of receipt of the refund.
- 10.4 Maximum Amount. City shall not be obligated to pay any amount in excess of the Annual Maximum Payment Amount for all Services under all Task Orders, nor shall City be obligated to pay any amount in excess of a Task Order Maximum Payment Amount.

- 10.5 Payment. Unless otherwise specified in Exhibit A or Exhibit A.1 as applicable, City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice. Notwithstanding the forgoing, unless otherwise provided in the Task Order, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by City.
- 10.6 Disputed Charges. If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Service Provider in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice; or (b) discovery of the basis for any such dispute. City and Service Provider agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Service Provider of the disputed amount.
- 10.7 No Acceptance of Nonconforming Work. No payment of any invoice or any partial or entire use of the Services by City constitutes acceptance of any Services.
- 10.8 Payment of Other Persons. Prior to the issuance of final payment from City, Service Provider shall certify to City in writing, in a form satisfactory to City, that all Key Subcontractor, materialmen, suppliers and similar firms or persons engaged by Service Provider in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Service Provider.
- 11. Service Provider Representations and Warranties**. As of the Effective Date and continuing throughout the Term and any subsequent Task Order performance period, Service Provider warrants to City that:
- 11.1 Authority. Service Provider is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse effect on its business or its ability to perform its obligations under this Agreement. Service Provider has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. No action, suit or proceeding in which Service Provider is a party that may restrain or question this Agreement, or the provision of Services by Service Provider is pending or threatened.
- 11.2 Validity of Agreement. This Agreement has been duly and validly executed and delivered by Service Provider and constitutes the valid and binding obligation of Service Provider, enforceable in accordance with its terms.
- 11.3 Professional Standards. The Services will be performed in a professional and workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and professional standards used in well managed operations performing services similar to the Services.
- 11.4 Conformity. The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Contract Documents, including the relevant Task Order.

- 11.5 Materials and Equipment. Any equipment or materials provided by Service Provider shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended.
- 11.6 Intellectual Property Rights. None of the processes or procedures utilized by Service Provider to fulfill its obligations hereunder, nor any of the materials and methodologies used by Service Provider in fulfilling its obligations hereunder, nor any of the Services or Work Product shall infringe any Third Party's Intellectual Property Rights or privacy, publicity or other rights.
- 11.7 Contingent Fees Prohibited. Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working for Service Provider, to solicit or secure this Agreement; and that Service Provider has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee working for Service Provider, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the above warranty, and upon a finding after notice and hearing, the City shall have the right to terminate the Agreement without liability, and, at its discretion, to deduct from the Agreement, or otherwise recover the full amount of, such fee, commission, percentage, gift or consideration.

12. Compliance with Laws.

- 12.1 General. Service Provider and its Key Subcontractor will perform the Services in compliance with all Applicable Laws
- 12.2 City's Socio-Economic Programs. Service Provider shall comply with any and all applicable City socio-economic programs, including, but not limited to, City's EBO and EEO Programs, and requirements set forth in the Code in the performance of the Services.
- 12.3 Consents, Licenses and Permits. Service Provider will be responsible for, and the Charges shall include the cost of obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Service Provider in performing Services and complying with this Agreement.

13. Data Security.

- 13.1 To the extent that Service Provider accesses or processes any data received from or on behalf of City in the course of provision of the obligations under this Agreement, Service Provider shall at all times:
- (a) act only on the instructions of City;
 - (b) not transfer the data to another party without City's prior written consent;
 - (c) have in place appropriate technical and organizational security measures against unauthorized or unlawful processing, loss, destruction, damage of such data;
 - (d) immediately notify City upon any breach, potential breach, or unauthorized access to data;

- (e) immediately notify City of any requests for information, complaints, or other communications received from any governmental agency regarding data; and
- (f) upon City's request, facilitate City's interaction with governmental agencies.

13.2. Information Security Program. Service Provider has an established written information security program ("ISP") containing appropriate administrative, technical and physical measures to protect City data (including Personal Information) against accidental or unlawful destruction, alteration, unauthorized disclosure or access consistent with applicable laws.

13.3. Data Security Incident

13.3.1. Notification. If Service Provider becomes aware of a security breach (as defined in any Applicable Law) or any other event that compromises the security, confidentiality or integrity of City's Personal Information (an "**Incident**"), Service Provider will take appropriate actions to contain, investigate and mitigate the Incident. Service Provider shall notify City of an Incident as soon as reasonably possible, but in no event later than 72 hours.

13.3.2. Other Service Provider Obligations. In the event that an Incident is the result of the failure of Service Provider to comply with the terms of this Agreement, Service Provider shall, to the extent legally required or otherwise necessary to notify the individuals of potential harm, bear the actual, reasonable costs of: (a) notifying affected individuals, insureds, or others the City deems appropriate, provided that Service Provider and City shall mutually agree on the content and timing of any such notifications, in good faith and as needed to meet applicable legal requirements; (b) establishment of a call center or other communications procedures in response to such Incident (e.g., customer service FAQs, talking points and training); (c) public relations and other similar crisis management services; (d) legal and accounting fees and expenses; and (e) one year of credit monitoring to affected individuals. The foregoing obligations shall not be limited in any way by any limitation of liability under this Agreement, nor shall any amounts paid or incurred under this section count towards or be applied to any cap or other limitation on damages.

13.4 Service Provider shall comply with City Code of Ordinances Section 2-232.1, the City's IT Security Policies attached hereto as Exhibit D, and any additional City policies regarding the access, use, storage of data and other sensitive security information stored, maintained, or otherwise owned by the City and shall ensure that all employees, subcontractors, agents, and partners comply and adhere to the same.

14. **Business Continuity; Disaster Recovery.** Throughout the Term, Service Provider shall maintain a commercially reasonable business continuity and disaster recovery plan and will follow such plan.

15. **Confidential Information.**

15.1 General. Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration of termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws will

continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Service Provider will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

- 15.2 Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information. Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty six (36) hours prior notice by facsimile of its intent to disclosure, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information, but the other Party does not.

16. Work Product.

- 16.1 Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Service Provider or any of its Service Providers exclusively for the City under this Agreement., and all intellectual property rights associated with the foregoing items (collectively, the “Work Product”) shall be and remain the sole and exclusive property of the City. Any of Service Provider’s or its Service Providers’ works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) shall be deemed to be “works made for hire” and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City. Service Provider and its Service Providers grant the City a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for City under this Agreement.
- 16.2 If any of the Work Product is determined not to be a work made for hire, Service Provider assigns to City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Service Provider has any rights to the Work Product that cannot be assigned to City, Service Provider unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make, have made, create derivate works

of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

16.3 City shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.

16.4 To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Service Provider Personnel may not originally vest in City by operation of Applicable Law, Service Provider shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to City all rights, title and interest in the Work Product.

16.5 Without any additional cost to City, Service Provider Personnel shall promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register and record its rights in all Work Product. Service Provider irrevocably designates City as Service Provider's agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in Service Provider's name, with the same force and effect as if performed by Service Provider.

17. Audit and Inspection Right.

17.1 Service Provider shall maintain complete and accurate books, records and accounts to support and document performance under this Agreement by Service Provider, Service Provider Personnel, Service Provider's Key Subcontractor and any sub-subcontractor ("Service Provider Records"). Service Provider shall keep, at no additional cost to City, in a reasonably accessible location, all such Service Provider Records for a period of seven (7) years after expiration of this Agreement or as required by law, if longer. The Service Provider Records may be inspected, audited and copied by City or City Representatives during normal business hours and at such reasonable times as City and Service Provider may determine. If any audit or inspection of Charges or Service Provider's performance, including the performance of any Service Provider Personnel, Service Provider's Key Subcontractor and any sub-subcontractor, reveal that City has overpaid any amounts to Service Provider, Service Provider shall promptly refund such overpayment and Service Provider shall also pay to City interest on the overpayment amount at the rate of one and one-half percent (1.5%) per month (or such maximum rate permissible by Applicable Law, if lower) from the date the overpayment was made until the date the overpayment is refunded to City by Service Provider.

17.2 Upon City's request, Service Provider shall provide a copy of the latest operations audit for Facilities not managed by City that are used to provide services under this Agreement. Each report shall cover a twelve (12) month period during the Term. Such audits may be on a rotating site basis where operations and procedures of Service Provider and Service Provider Personnel comply in all aspects of this Agreement. Service Provider shall provide City with a copy of each report prepared in connection with each such audit within thirty (30) days after it prepares or receives such report. City may consult with all Third Party auditors and review Third Party audit reports for any reviews which were conducted and are relevant to the services.

- 17.3. During regular business hours, but no more frequently than once every twelve (12) months, City may, at its sole expense, perform an audit of Service Provider's operations which shall not be duplicative of any other audits required by this Agreement. Such audits shall be conducted on a mutually agreed upon date (which shall be no more than thirty (30) Business Days after City's written request of time, location and duration), subject to reasonable postponement by Service Provider or Service Provider Personnel upon Service Provider or Service Provider Personnel's request, provided however, that no such postponement shall exceed thirty (30) Business Days, unless agreed to in writing by the Parties. Service Provider or Service Provider Personnel shall provide City with a copy of each report prepared in connection with any such audit within thirty (30) calendar days after Service Provider or Service Provider Personnel receives such report. Service Provider or Service Provider Personnel shall promptly act at its expense to correct those matters or items identified in any such audit that require correction.
- 17.4. Upon written notice and at a mutually acceptable time, City or City Representatives may audit, test and inspect: (i) Service Provider's ISP; (ii) Service Provider's Facilities; (iii) Service Provider's Business Continuity and Disaster Recovery Plans; and, (iv) Key Subcontractor locations, as well as other Service Provider resources, including systems equipment, operational environments, support locations, recovery processes, data centers, backup locations and call centers used to provide services under this Agreement. This Information Security Audit is in addition to other audit rights granted herein. Service Provider or Service Provider Personnel shall promptly take action at its expense to correct all issues identified by an Information Security Audit that City, in its reasonable discretion, identifies as requiring correction. Service Provider shall ensure that all Service Provider Personnel maintain adequate policies, procedures and controls designed to ensure that such Service Provider Personnel will protect City Confidential Information in the same manner that Service Provider is required to protect City Confidential Information under this Agreement. Upon the request of City, Service Provider shall deliver to City such information as may be reasonably requested by City related to Service Provider's oversight of any Service Provider Personnel, including any findings by Service Provider that any Service Provider Personnel is not in compliance with the information security requirements set forth in this Agreement.
- 17.5. Service Provider shall provide annually at its expense its most recent AICPA Service Organization Control (SOC) Service Auditor's Reports (or any successor reports thereto) pertaining to the service obligations of Service Provider under this Agreement and covering the most recent consecutive twelve (12) month period during the Term. Service Provider shall provide City a copy of each report within thirty (30) calendar days after Service Provider receives such report. Additionally, Service Provider shall provide City with a copy of Service Provider's ISO reports or other similar reports, if any. Service Provider shall inform City of any internal auditing capability it possesses and permit City to consult with such auditors at reasonable times.

18. Indemnification by Service Provider.

- 18.1. General Indemnity. Service Provider shall indemnify and hold City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:

- (a) Service Provider's or Service Provider Personnel's performance, non-performance or breach of this Agreement;
- (b) compensation or benefits of any kind, by or on behalf of Service Provider Key Personnel, or any Key Subcontractor, claiming an employment or other relationship with Service Provider or such Key Subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with City or arising in any other manner out of this Agreement or the provision of Services by such Service Provider Key Personnel or Key Subcontractor);
- (c) any actual, alleged, threatened or potential violation of any Applicable Laws by Service Provider or Service Provider Personnel, to the extent such claim is based on the act or omission of Service Provider or Service Provider Personnel, excluding acts or omissions by or at the direction of City;
- (d) death of or injury to any individual caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider; and
- (e) damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider.

18.2. Intellectual Property Indemnification by Service Provider. Service Provider shall indemnify and hold City Indemnitees harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the processes, procedures, Work Product, materials and methodologies used by Service Provider (or any Service Provider Personnel), or City's use thereof (or access or other rights thereto) in connection with the Services, or any of the Services themselves, infringes or misappropriates the Intellectual Property Rights of a Third Party. If any processes, procedures, Work Product, materials, methodologies or Services provided by Service Provider hereunder is held to constitute, or in Service Provider's reasonable judgment is likely to constitute, an infringement or misappropriation, Service Provider will in addition to its indemnity obligations, at its expense and option, and after consultation with City regarding City's preference in such event, either: (A) procure the right for City Indemnitees to continue using such processes, procedures, Work Product, materials, methodologies or Services; (B) replace such processes, procedures, Work Product, materials, methodologies or Services with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Services; (C) modify such processes, procedures, Work Product, materials, methodologies or Services, or have such processes, procedures, Work Product, materials, methodologies or Services modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the processes, procedures, Work Product, materials, methodologies or Services; or (D) create a feasible workaround that would not have any adverse impact on City.

19. Limitation of Liability.

19.1. General. THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL CHARGES ACTUALLY PAID DURING THE CURRENT YEAR UNDER THE AGREEMENT. EXCEPT FOR CONTRACTOR'S

INDEMNITY OBLIGATIONS SET FORTH IN THE SECTION ENTITLED "INDEMNIFICATION BY CONTRACTOR" AND WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY CONTRACTOR, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, AND EVEN IF FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19.2. Exceptions to Limitations. The limitations set forth in the immediate **subsection** shall not apply to: (a) personal injury, wrongful death or tangible property damage; (b) any claim for infringement of intellectual property; (c) any breach of the **Section entitled "Confidential Information"**; or (d) any claim involving a violation of any Applicable Law concerning homeland security, terrorist activity or security sensitive information, regardless of the manner in which such damages are characterized.

20. **Insurance and Bonding Requirements.** Service Provider shall comply with the insurance and bonding requirements set forth on Appendix B.

21. **Force Majeure.** Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues; and (b) the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive days, City may, at its option during such continuation, terminate this; Agreement, in whole or in part, without penalty or further obligation or liability of City.

22. **Termination.**

22.1. Termination by City for Cause. City may at its option, by giving written notice to Service Provider, terminate this Agreement or any Task Order:

- (a) for a material breach of the Contract Documents by Service Provider that is not cured by Service Provider within seven (7) days of the date on which City provides written notice of such breach;
- (b) immediately for a material breach of the Contract Documents by Service Provider that is not reasonably curable within seven (7) days;
- (c) immediately upon written notice for numerous breaches of the Contract Documents by Service Provider that collectively constitute a material breach or reasonable grounds for insecurity concerning Service Provider's performance; or
- (d) immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Service Provider's obligations under this Agreement or is in violation of any City Ethics Ordinances.

- 22.2. Re-procurement Costs. In addition to all other rights and remedies City may have, if this Agreement is terminated by City pursuant to the above **subsection** entitled "**Termination by City for Cause**", Service Provider will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by City in the completion of the Services, including the cost of administration of any agreement awarded to other Persons for completion. If City improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the **Section entitled "Termination by City for Convenience"**.
- 22.3. Termination by City for Insolvency. City may terminate this Agreement immediately by delivering written notice of such termination to Service Provider if Service Provider: (a) becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature; (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.
- 22.4. Termination by City for Convenience. At any time during the Term of this Agreement or any issued Task Order, City may terminate this Agreement or the Task Order for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, Service Provider waives any claims for damages, including loss of anticipated profits. As Service Provider's sole remedy and City's sole liability, City will pay Charges for the Services properly performed prior to the notice of termination, plus all reasonable costs for Services performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of Services under purchase orders or subcontracts except to the extent any products under such purchase orders or subcontracts can be used by Service Provider in its business within the thirty (30) days following termination. If requested, Service Provider shall substantiate such costs with proof satisfactory to City.
- 22.5. Termination for Lack of Appropriations. If, during any year of this Agreement, legislation establishing an Annual Maximum Payment Amount for the following year is not enacted, this Agreement will terminate in its entirety on the last day of the Term for which an Annual Maximum Payment Amount has been legislatively authorized; provided, however, that Task Orders funded out of a previously legislatively authorized Annual Maximum Payment Amount may continue beyond such termination date.
- 22.6. Effect of Termination. Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Service Provider shall immediately: (i) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; (ii) inventory, maintain and turn over to City all Work Product, licenses, equipment, materials, plant, tools, and property furnished by Service Provider or provided by City for performance of the terminated Services; (iii) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City; (iv) comply with all other reasonable requests from City regarding the terminated Services; and (v) continue to

perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

23. Dispute Resolution.

- 23.1 All disputes under the Contract Documents or concerning Services shall be resolved under this Section and **Exhibit E**. Both Parties shall continue performing under this Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Agreement or any Task Order in dispute is terminated or expires. A dispute over payment will not be deemed to preclude performance by Service Provider.
- 23.2. Applicable Law. The Contract Documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.
- 23.3. Jurisdiction and Venue. The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.
- 23.4. Equitable Remedies. The Parties agree that, notwithstanding the provisions of this Section, due to the unique nature of either Party's Confidential Information, there may not be an adequate remedy at law for a breach of the **Section titled "Confidential Information"**, which breach may result in irreparable harm to the non-disclosing Party. Accordingly, in such instance, the non-breaching Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

24. Ethics in Contracting

- 24.1. Prohibition against Contracting with Predatory or High Cost Lenders. By execution of this Agreement, Service Provider, or its authorized agent, certifies, under penalty of perjury, that this Agreement is made by a person or business entity that is neither a predatory lender nor a high cost lender, nor is Service Provider an Affiliate of a predatory lender or a high cost lender, as defined by City Code of Ordinances §58-102. The undersigned Service Provider, or authorized agent, further certifies that he/she is an agent duly authorized to sign this certification on behalf of the Service Provider.
- 24.2. Fraud and Misrepresentation. Any written or oral information provided by Service Provider, directly or indirectly related to the performance of the services required by this Agreement, constitutes material representations upon which the City relies for the requirements of the Agreement and compliance with local, state and federal laws, rules and regulations. Service Provider agrees to notify the City immediately of any information provided to the City that it knows and/or believes to be false and/or erroneous and immediately provide correct information to the City and take corrective action. Service Provider further agrees to notify the City immediately of any actions or information that it believes would constitute fraud or misrepresentation to the City in performance of this Agreement, whether or not such information actually constitutes fraud and/or misrepresentations, by contacting the Integrity Line 1-800-884-0911. Service Provider agrees to place signage provided by the City regarding the Integrity Line at the location to which Service Provider employees report to perform the

services required by this Agreement. Service Provider acknowledges and agrees that a finding of fraud or other impropriety on the part of Service Provider or any Service Provider Personnel may result in suspension or debarment of Service Provider; and the City may pursue any other actions or remedies that the City may deem appropriate. Service Provider agrees to include this clause in its subcontracts and take appropriate measures to ensure compliance with this provision.

24.3. Labor Trafficking Prohibitions.

24.3.1. Pursuant to O.C.G.A. §16-5-46, Service Provider agrees that Service Provider, its employees, directors, officers, owners, subcontractors, vendors, suppliers, agents and affiliates shall not engage in Human Trafficking including, but not limited to: (a) using forced labor, (b) engaging in misleading or fraudulent recruitment practices, (c) charging recruitment fees, (d) destroying, concealing, confiscating, or otherwise denying employee access to the employee's identification documents, (f) failing to provide an employment agreement (if required) in an employee's native tongue and prior to the employee's departure from his/her place of origin. Service Provider agrees to cooperate fully with and provide reasonable access to any agency or governmental authority conducting investigations into actual or alleged violations of this section, self-report activities that are inconsistent with or otherwise violate the provisions of this section or any other applicable law or regulation.

24.3.2. Service Provider agrees that Service Provider, its subcontractors, vendors and suppliers shall create and post a formal compliance plan at (a) at any and all locations at which Service Provider engages in business and/or locations at which Service Provider may have employees on site and/or (b) on any website owned by or maintained for the benefit of Service Provider. Service Provider agrees to maintain a formal compliance plan including, as appropriate an employee awareness program about United States and State of Georgia anti-trafficking policy and preventative procedures. Each contractor and subcontractor must formally certify it has a compliance plan in place, due diligence was conducted, the absence of misconduct, and that, if misconduct was observed, that appropriate remediation and referral actions were taken.

24.3.3. Any violation of the provisions contained herein, in whole or in part, may result in (a) suspension of this Agreement and/or any other existing agreements with Service Provider and/or any current or future payments or compensation required pursuant to this Agreement, (b) termination of this Contract or any existing, pending or future agreements with Service Provider, (c) debarment, as defined under 48 C.F.R. 9.406-2, City of Atlanta Code of Ordinances Section 2-1623 and/or (d) any other claims, actions, remedies, judgments, fees or costs as allowed in accordance with any Applicable law, now or hereafter in effect.

24.4. Illegal Immigration Reform and Enforcement Act. For the entire Term of this Agreement, Service Provider must comply with the Illegal Immigration Reform and Enforcement Act of 2011 ("Act") (O.C.G.A. §13-10-90 *et seq.*), as it may be amended from time to time, including but not limited to, obtaining affidavits from Contractor's subcontractors and sub-subcontractors demonstrating their participation in the E-Verify Program for the duration of

their contract with Service Provider . Service Provider shall further include the obligation to obtain affidavits demonstrating E-Verify participation in its subcontracts with all of Contractor's subcontractors and sub-subcontractors that perform all or part of the services in this Agreement. For additional information on the E-Verify program or to enroll in the program, go to <https://e-verify.uscis.gov/enroll>.

- 24.5. Gratuities and Kickbacks. In accordance with the City Code of Ordinances, §2-1484, as may be amended, it shall be unethical for any person to offer, give or agree to give any employee or former employee or for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal there for. Additionally, it shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.
- 24.6. City Equal Employment Opportunity (EEO) Provision. Service Provider shall comply with City Code of Ordinances §§2-1200 and 2-1414 as follows during the performance of the Agreement:
- 24.6.1 Service Provider shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include without limitation the following: Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated. Service Provider agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.
- 24.6.2 Service Provider shall, in all solicitations or advertisements for employees, placed by or on behalf of Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.
- 24.6.3 Service Provider shall send to each labor union or representative of workers with which Service Provider may have a collective bargaining Agreement or other contract or understanding a notice advising the labor union or workers' representative of Service Provider's commitments under the equal employment opportunity program of the City and under the City Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Service Provider shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

- 24.6.4 Service Provider shall furnish all information and reports required by the contract compliance officer pursuant to the City Code of Ordinances, and shall permit access to the books, records, and accounts of Service Provider during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.
- 24.6.5 Service Provider shall take such action with respect to any subcontractor Provider as the city may direct as a means of enforcing the provisions of the EEO provisions herein, including penalties and sanctions for noncompliance; provided, however, that in the event Service Provider becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, Service Provider or the city may request the United States to enter into such litigation to protect the interests of the United States.
- 24.6.6 Service Provider and its subcontractor Providers, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of Service Provider and its subcontractor Providers.
- 24.6.7 Service Provider shall include these EEO provisions in every subcontract or purchase order so that such provisions will be binding upon each subcontractor Provider or vendor.
- 24.6.8 A finding, as hereinafter provided, that a refusal by Service Provider or subcontractor Provider to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:
- 24.6.8.1 Withholding from Service Provider in violation all future payments under the involved contract until it is determined that Service Provider or subcontractor Provider is in compliance with the provisions of the contract;
 - 24.6.8.2 Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as Service Provider or subcontractor Provider demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;
 - 24.6.8.3 Cancellation of the public contract; or
 - 24.6.8.4 In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of Service Providers, subcontractor Providers or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

25. **Federal Required Clauses.**

A. **Federal Equal Employment Opportunity (EEO) Provision.** During the performance of the Agreement and in addition to compliance with the City Equal Employment Opportunity (EEO) Provision of this Agreement, Service Provider agrees to comply with Executive Order No. 11246, as amended and as supplemented by U.S. Department of Labor regulations (41 CFR, Part 60-1, et seq.), which require that the Service Provider not discriminate based on race, creed, color, religion, national origin, sex, or age in the performance of this Agreement. Service Provider must include the provisions of this paragraph in every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor. Service Provider further agrees not to discriminate in educational programs and activities relating to this Agreement based on race, color, religion, gender, national origin, age or disability.

B. **Clean Air Act.**

- (1) The Service Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Service Provider agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency (EPA) Regional Office.
- (3) The Service Provider agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

C. **Federal Water Pollution Control Act.**

- (1) The Service Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Service Provider agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate EPA Regional Office.
- (3) The Service Provider agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

D. **Procurement of Recovered Materials.**

- (1) In the performance of the Agreement, the Service Provider shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - (i) competitively within a timeframe providing for compliance with the Agreement performance schedule;

- (ii) in accordance with the Agreement performance requirements; or
 - (iii) at a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site:
<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- E. Access to Records.** The following access to records requirements applies to the Agreement:
 - (1) The Service Provider agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Service Provider which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
 - (2) The Service Provider agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - (3) The Service Provider agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- F. Department of Homeland Security (DHS) Seal, Logo, and Flags.** The Service Provider shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- G. No Obligation by Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the City, Service Provider, or any other party pertaining to any matter resulting from the Agreement.
- H. Program Fraud and False or Fraudulent Statements or Related Acts.** The Service Provider acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Service Provider's actions pertaining to this Agreement.

26. **General.**

- 26.1. **Notices.** Any notices under this Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement, or, if applicable, to the City's Department of Procurement at 55 Trinity Avenue, Suite 1900, Atlanta, Georgia, 30303, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means specified in this Section; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.
- 26.2. **Unauthorized Goods or Services.** Service Provider acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Service Provider is deemed to possess knowledge concerning the

City's ability to assume contractual obligations and the consequences of Service Provider's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Service Provider may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Service Provider agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if Service Provider provides goods or services to the City in excess of the any contractually authorized goods or services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized goods or services provided by Service Provider. Service Provider assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.

- 26.3. Waiver. Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City Authorized Representative.
- 26.4. Assignment. Neither this Agreement, nor any rights or obligations under it, are assignable in any manner without the prior written consent of the other Party and any attempt to do so without such written consent shall be void ab initio.
- 26.5. Publicity. Service Provider shall not make any public announcement, communication to the media, take any photographs or release any information concerning City, the Services or this Agreement without the prior written consent of City.
- 26.6. Severability. In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.
- 26.7. Non-Exclusivity. This Agreement is not exclusive. During the Term of this Agreement, the City reserves the right to select other Service Providers, Service Providers and suppliers to provide goods and services similar to goods and services provided by Service Provider or otherwise described in, provided for or anticipated in this Agreement.
- 26.8. Further Assurances. Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.
- 26.9. No Drafting Presumption. No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.
- 26.10. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.
- 26.11. Independent Service Provider. Service Provider is an independent Service Provider of City and nothing in this Agreement shall be deemed to constitute Service Provider and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of

profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.

26.12. Third Party Beneficiaries. This Agreement is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.

26.13 Cumulative Remedies. Except as otherwise provided herein, all rights and remedies under this Agreement are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.

26.14 Entire Agreement. The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the Contract Documents, except to the extent that City is authorized under Applicable Law to issue Unilateral Change Documents. SERVICE PROVIDER MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING ADDITIONAL TERMS IN ITS INVOICES, OR OTHER BUSINESS FORMS, INCLUDING ANY SHRINK-WRAP, BROWSE-WRAP, CLICK-THROUGH, ACCEPTABLE USE POLICIES OR END USER LICENSE AGREEMENTS, IF ANY ("ADDITIONAL TERMS"), PROVIDED WITH THE PROVISION OF THE SERVICES, EVEN IF USE OF SUCH SERVICES REQUIRES AN AFFIRMATIVE "ACCEPTANCE" OF THOSE ADDITIONAL TERMS BEFORE ACCESS IS PERMITTED. ALL SUCH ADDITIONAL TERMS SHALL BE DEEMED FOR SERVICE PROVIDER'S INTERNAL ADMINISTRATIVE PURPOSES ONLY, ARE OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.

26.15 Specified Excuses for Delay or Nonperformance. Service Provider shall not be entitled to payment or compensation of any kind from the City for indirect, impact, or delay damages, including but not limited to costs of delay, disruption, interference, ripple effect, unforeseen site conditions, loss of anticipated profits, impact or hindrance from any cause whatsoever (collectively "Delay Damages"), whether such delay, disruption, interference, ripple effect, unforeseen site conditions, impact or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Service Provider expressly waives and releases any Claim for Delay Damages and agrees that Service Provider's sole and exclusive remedy for any delay shall be an extension of time to perform the services agreed to in this Agreement.

26.16 Originality and Title to Concepts, Materials, and Goods Produced. If applicable, Service Provider represents and warrants that all the concepts, materials, goods and services produced, or provided to the City pursuant to the terms of the Agreement shall be wholly original with the Service Provider or that the Service Provider has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Service Provider represents and warrants that the concepts, materials, goods and services and the City's use of same and the exercise by the City of the rights granted by the Agreement shall not infringe upon any other work, other than material provided by the Agreement to the Service Provider to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the

copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Service Provider represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Agreement.

- 26.17 Counterpart Signatures. This Agreement may be signed in two or more counterparts by original, facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 26.18 Electronic Signatures. Pursuant to O.C.G.A. §10-12-7, the Agreement and its Contract Documents may be executed and delivered by the City by electronic transmission. For purposes of this Agreement, any page signed and transmitted electronically shall be treated as an original document, and the electronic signature of any party thereon, for purposes hereof, shall be considered as an original signature and the document transmitted electronically shall be considered to have the same binding effect as an original signature on an original document.

[Signatures on the following page.]

The Parties hereto by authorized representatives have executed this Agreement as of the Effective Date.

City of Atlanta

Service Provider

Corporate Signature:

uWork.com, Inc. d/b/a Covendis

Mayor

By: _____

Name: _____

Municipal Clerk (Seal)

Title: _____

Approved:

Chief Information Officer

Chief Procurement Officer

Approved as to form:

Assistant City Attorney

EXHIBIT A
GENERAL SCOPE OF SERVICES

Contractor shall provide information technology (IT) vendor managed services. The IT vendor managed service is the provision and management of an organization's contingent workforce by Contractor using an end-to-end web-based technology solution. Typical responsibilities of Contractor will include overall program management, reporting and tracking, resource acquisition, performance oversight, need analysis and consultation, consolidated billing, and help desk support.

Web Based Solution

- The Contractor shall implement and maintain a customized web-based vendor management solution, which should be provided as a service and not as a licensed software that minimally includes the following capabilities:
 - IT professional staffing search and recruitment capabilities, including specialized and niche IT area
 - IT professional candidate resume submission and selection capabilities
 - IT professional candidate ranking capabilities
 - Reporting capabilities for both standard and ad hoc reports
 - On-line search and query functions
 - Ability to capture and manage expenditures
 - Ability to track, monitor and manage IT professional performance
 - Customization to meet needs
 - Timekeeping and invoicing functionality
 - Ability to complete, approve and transmit SOW to contractor
 - Maintain active links to contractor's service level agreements, escalation policy, procedure, and contact information
 - Contractor performance feedback capability
 - Other capabilities related to services as requested
- Contractor shall provide qualified, competent, licensed, and certified IT professionals with the specific technical expertise, experience, licenses, certifications, and other qualifications requested
- In cases where special licenses, accreditations, or certification within five business days upon request.
- Contractor shall require any IT professional provided by Contractor to adhere to AIM policies and standards
- Contractor shall submit billing to include frequency minimally, billing must include
 - Contractor federal tax identification number
 - Purchase order number
 - IT professional's name and position
 - Actual hours worked (billed)
 - Hourly rate billed
 - Vendor management services fee
- Contractor is solely responsible for the payment of all salaries, wages, bonuses, social security, taxes, federal and state unemployment insurance, liability and workers' compensation, employee benefits, and all taxes related to IT professionals. Contractor is solely responsible for compliance with all applicable laws relating to its employees, such as wages and hour laws, safety and health requirements and collective bargaining law

Ordering

- Request for services or deliverables must be submitted in the form of a SOW through Contractor's vendor management solution. Contractor shall prepare a written proposal with pricing and transmit to the requesting entity within five days of the request being submitted

Requirements for Statements of Work

- Each SOW must, at a minimum, set forth the following:
 - Hours, schedule, location of workplace
 - Deliverables and services to be provided by Contractor
 - AIM requirement for reporting requirements
 - Documents required from the Contractor (reports, manuals, analysis, other documentation as identified by AIM)
 - Applicable technical standards required
 - AIM policies and procedures
 - Applicable time frames or implementation schedule for the deliverable and services
 - Evaluation, testing, and acceptance requirements
 - Cost of the deliverables and services per product and pricing schedule, and a payment schedule for the same
 - Position title and name of IT professional(s) performing under SOW
 - Support and maintenance obligations, if required
 - Additional background checks if warranted
- Revisions outside of the scope of the SOW or changing the scope of the SOW will not be allowed. A new SOW must be submitted and approved by all parties

Replacement of IT Professional

- Replacement of IT professional
 - If an IT professional currently performing work separates from the Contractor's employment, the Contractor shall notify AIM as soon as it becomes aware of said IT professional's departure or ten business days advance notification, whichever is longer. The contractor shall notify AIM in writing within twenty-four hours in the event of anticipated departure of an IT professional
 - At AIM's discretion, the Contractor will replace any IT professional with an equally or more experienced IT professional at no additional cost. The Contractor shall submit to AIM, no later than two business days after the removal of an IT professional, the cost value of the proposed replacement IT professional and such information as AIM may request for review prior to having the IT professional begin to perform. The Contractor shall also arrange for orderly and timely transfer of knowledge related to the IT professional assignment(s)
 - Upon receipt of written notice of replacement or removal of the IT professional, the Contractor shall immediately re-direct the IT professional's duties relative to AIM in accordance with the requirement or the notice and if requested, deliver to AIM all records as may have been accumulated by the IT professional in performance, whether completed or in progress

- If Contractor provided IT professionals fails to perform or is found to lack the basic skills for which she/he was selected, or the Contractor dismisses any IT professional prior to the end date specified in the purchase order, AIM shall receive a credit based on the following table

Number of Workday by the IT Professional	Calculation of Customer Credits
1 thru 20 days	Credit for total charges of actual days worked or ten days, whichever is less

Requesting |
Hiring State

Entity Responsibility

- AIM shall have the right to interview any potential IT professional candidate to determine their ability to perform the services per the SOW request
- AIM shall provide all necessary supplies, equipment, workspace, and parking for the IT professional
- AIM shall pay the Contractor for hours worked when a Contractor provides personnel on a specified date and time, and the Contractor's personnel appears on time to perform the specified services
- AIM shall have the right to accept or reject any IT professional provided by the Contractor at any time with or without cause

Relationship of IT Professionals to AIM

- Contractor and the IT professional do not constitute employees of AIM and shall not be eligible for any compensation, pension, health care or other similar benefits to which an employee may be eligible to receive, regardless of the duration of the IT professional's working relationship with AIM or any similarity, intentional or otherwise, to an existing classified job description
- Contractor and IT professional shall identify themselves as Contractor. Contractor and IT professional shall include such designation as part of their email signature. AIM shall communicate to any relevant parties that Contractor or IT professional is serving in a consulting capacity and is not an AIM employee

EXHIBIT A.1
COMPENSATION

ATTACHMENT 2
Rate Card

The Municipality requires the following job categories with the associated job qualifications. The Municipality reserves the right to add or delete job categories and job classifications throughout the contract period via a Memorandum of Understanding. MSP's systems must be capable of updating and reclassifying their system to match the Municipality's job classification or job code changes.

Job Categories:

- General Administration
- Medical
- Information Technology
- Language and Communication Assistance Services

Listed below are the job classifications by job category, please fill in the Unit of Measure (UOM) and Maximum Bill Rate for each position listed.

General Administration

Agency Category	Class Title	UOM	Covendis Rate
General Admin	Account Clerk	HR	\$14.00
General Admin	Accountant 1	HR	\$63.75
General Admin	Accounting Manager	HR	\$74.00
General Admin	Accounting Technician 1	HR	\$22.63
General Admin	Administrative Secretary	HR	\$16.39
General Admin	Administrative Services Assistant	HR	\$44.98
General Admin	Administrative Services Manager	HR	\$49.00
General Admin	Aeronautics Division Admin Assistant	HR	\$55.24
General Admin	Analyst 1	HR	\$30.09
General Admin	Attorney	HR	\$110.83
General Admin	Building Maintenance Worker 1	HR	\$24.00
General Admin	Certified Shorthand Reporter	HR	\$27.58
General Admin	Certified Verbatim Reporter	HR	\$27.58
General Admin	Clerk 1	HR	\$18.00
General Admin	Court Reporter	HR	\$27.58
General Admin	Custodial Worker 1	HR	\$28.00
General Admin	Custodial Worker Supervisor 1	HR	\$31.00
General Admin	DCS Security Manager	HR	\$39.52

Agency Category	Class Title	UOM	Covendis Rate
General Admin	Digital Services Tech	HR	\$99.00
General Admin	Disaster Grant Manager	HR	\$40.00
General Admin	Environmental Services	HR	\$29.15
General Admin	Equipment Mechanic	HR	\$27.00
General Admin	Equipment Operator	HR	\$29.00
General Admin	Equipment Operator Supervisor	HR	\$32.00
General Admin	Equipment Service Worker	HR	\$23.98
General Admin	Executive Housekeeper 1	HR	\$18.00
General Admin	Financial Aid Program Specialist	HR	\$25.45
General Admin	Food Service Worker	HR	\$29.72
General Admin	Forensic Accountant	HR	\$75.56
General Admin	Forester	HR	\$42.98
General Admin	Grants Analyst 2	HR	\$67.00
General Admin	Grounds Keeper Maintenance	HR	\$31.60
General Admin	Grounds Worker	HR	\$18.00
General Admin	HR Analyst	HR	33.00
General Admin	HR Technician 1	HR	\$20.00
General Admin	HWY Maintenance Worker	HR	\$26.00
General Admin	Intelligence or Data Analst	HR	\$27.35
General Admin	Laborer	HR	\$22.00
General Admin	Legal Assistant	HR	\$28.47
General Admin	Legal Associate	HR	\$55.00
General Admin	Legal Transcriber	HR	\$16.85
General Admin	OFD WTRBA Project Coordinator	HR	\$29.15
General Admin	Office Supervisor	HR	\$32.00
General Admin	Printing Pre-Press Supervisor	HR	\$29.22
General Admin	Printing Service Production Manager	HR	\$34.13
General Admin	Procurement Officer	HR	\$65.49
General Admin	Program Monitor/Auditor	HR	\$56.13
General Admin	Registered Diplamate Reporter	HR	\$26.86
General Admin	Registered Merit Reporter	HR	\$26.86
General Admin	Registered Professional Reporter	HR	\$28.00
General Admin	Security Guard, Armed	HR	\$34.00
General Admin	Security Guard, Unarmed	HR	\$29.00
General Admin	Statistical Analyst	HR	\$36.38
General Admin	Statistical Analyst Supervisor	HR	\$40.50
General Admin	Statistical Clerk	HR	\$17.00

General Admin	Statistical Programmer Specialist 1	HR	\$36.38
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General Admin	Statistical Research Specialist	HR	\$37.33
General Admin	Statistician 2	HR	\$21.00
General Admin	Storekeeper 1	HR	\$17.00
General Admin	Stores Clerk	HR	\$15.00
General Admin	Systems Thinking Working Session Facilitator	EA	\$15,000.00
General Admin	Traffcking Investigator	HR	\$50.00
General Admin	Training Officer 1	HR	\$29.34
General Admin	Training Specialist 2	HR	\$31.00
General Admin	Transportation Aide	HR	\$28.28
General Admin	Transportation Assistant	HR	\$19.00
General Admin	Transportation Specialist	HR	\$35.00
General Admin	Transportation Technician 3	HR	\$31.00
General Admin	Vehicle Operator	HR	\$14.95
General Admin	Warehouse Worker	HR	\$25.30
General Admin	Wildlife Technician	HR	\$19.00
General Admin	Word Processing Operator	HR	\$17.00
General Admin	Executive Consultant	HR	\$200.00
General Admin	TDOC Security Guard	HR	\$21.50
General Admin	TEMA Training Course - Incident Commander Course	EA	\$18,270.00
General Admin	TEMA Training Course - Logistics Section Chief Course	EA	\$17,218.95
General Admin	TEMA Training Course - Operations Section Chief Course	EA	\$15,112.65
General Admin	TEMA Training Course - Planning Section Chief Course	EA	\$14,691.60
General Admin	TEMA Training Course - Public Information Officer Course	EA	\$17,184.30
General Admin	TEMA Training Course - Resources Unit Leader Course	EA	\$14,975.10
General Admin	TEMA Training Course - USFA 0-305 Course – All-Hazards Incident Management Team (AHIMT) 2021 – Up to 30 students (3 teams of 10)	EA	\$24,255.00
General Admin	TEMA Training Course - Introduction to Air Operations	EA	\$8,977.50
General Admin	TEMA Training Course - Air Support Group Supervisor	EA	\$10,506.30

Medical

	Class Title	UOM	Covendis Rate
Medical	Advanced Emergency Medical Technician	HR	\$54.00
Medical	Athletic Trainer	HR	\$42.00
Medical	Behavioral Analyst	HR	\$82.00
Medical	Certified Occupational Therapist Assistant	HR	\$67.80

	Class Title	UOM	Covendis Rate
Medical	Clinical Applications Coordinator	HR	\$68.96
Medical	Clinical Director	HR	\$96.00
Medical	Correctional International Nurse	HR	\$80.00
Medical	CPR Trainer	EA	\$69.00
Medical	CPR Trainer Services	EA	\$85.00
Medical	Certified Nurse Technician (Full Time)	HR	\$35.00
Medical	Dental Assistant 2	HR	\$35.00
Medical	Dietitian	HR	\$64.80
Medical	Dietitian (Rural)	HR	\$78.00
Medical	Dietitian Supervisor	HR	\$67.00
Medical	Dietitian Assistant	HR	\$20.00
Medical	Disease Intervention Specialist 1	HR	\$40.00
Medical	Disease Intervention Specialist 2	HR	\$45.00
Medical	Full Time CNA	HR	\$31.20
Medical	Epidemiologist	HR	\$80.00
Medical	Epidemiologist 1	HR	\$200.00
Medical	Executive Consultant: Ebola	HR	\$250.00
Medical	Forensic Psychologist	HR	\$149.02
Medical	Health Physicist	HR	\$93.21
Medical	Health Physicist Consultant	HR	\$71.34
Medical	Health Physicist Manager	HR	\$78.37
Medical	Health Physicist Supervisor	HR	\$85.00
Medical	Infection Prevention Specialist 1	HR	\$100.00
Medical	International Nurse	HR	\$99.00
Medical	International Nurse (Specialty)	HR	\$90.00

Medical	Laboratory Aide	HR	\$19.00
Medical	Laboratory Manager	HR	\$95.00
Medical	Laboratory Technician	HR	\$25.00
Medical	Lead Psych Technician	HR	\$22.43
Medical	Licensed Practical Nurse	HR	\$90.00
Medical	Licensed Practical Nurse 3	HR	\$110.00
Medical	Licensed Practical Nurse (Travel)	HR	\$95.00
Medical	Medical Assistant	HR	\$36.00
Medical	Medical Laboratory Technician	HR	\$42.00
Medical	Medical Records Assistant	HR	\$21.61
Medical	Medical Records Technician 1	HR	\$26.10
Medical	Medical Information Technologist	HR	\$115.00
	Class Title	UOM	Covendis Rate
Medical	Medical Technologist	HR	\$63.09
Medical	Medical Technologist Consultant	HR	\$39.86
Medical	Med Transcriber 1	HR	\$18.62
Medical	Mental Health Pharmacist	HR	\$78.00
Medical	Mental Health Program Specialist	HR	\$56.08
Medical	Nurse Consultant	HR	\$117.60
Medical	Nurse Consultant Manager	HR	\$129.36
Medical	Nurse Practitioner	HR	\$75.00
Medical	Nurse Supervisor	HR	\$84.00
Medical	Nurse's Assistant 2	HR	\$22.00
Medical	Nutrition Educator	HR	\$23.10
Medical	Nutritionist	HR	\$35.44
Medical	Occupational Therapist	HR	\$90.00
Medical	Occupational Therapy Assistant (Licensed)	HR	\$40.00
Medical	Occupational Therapy Technician	HR	\$19.00
Medical	Patient Accounts Specialist 1	HR	\$29.00
Medical	Pharmacist 1	HR	\$100.17
Medical	Pharmacy Technician	HR	\$91.07
Medical	Phlebotomist	HR	\$40.00
Medical	Physical Therapist	HR	\$67.10
Medical	Physical Therapy Assistant (Licensed)	HR	\$46.20
Medical	Physical Therapy Director	HR	\$80.00
Medical	Physical Therapy Technician	HR	\$25.40
Medical	Physician	HR	\$283.00

Medical	Physician Assistant	HR	\$50.66
Medical	Physician Internal Medicine	HR	\$100.00
Medical	Physician-Development Center Medical Director	HR	\$130.00
Medical	Physician-Psych Institute Clin D	HR	\$100.00
Medical	Physician-Psychiatrist	HR	\$285.00
Medical	Physician-Specialty	HR	\$75.00
Medical	PRN CNA	HR	\$35.00
Medical	PRN CNT	HR	\$45.00
Medical	PRN LPN	HR	\$45.60
Medical	PRN RN	HR	\$60.00
Medical	PICC Line	EA	\$140.00
Medical	PRN Registered Nurse	HR	\$60.00
Medical	PRN Registered Nurse (Specialty)	HR	\$77.00
	Class Title	UOM	Covendis Rate
Medical	PRN Licensed Practical Nurse	HR	\$45.60
Medical	PRN Licensed Practical Nurse (Specialty)	HR	\$55.00
Medical	PRN Certified Nurse Technician	HR	\$35.00
Medical	PRN Certified Nurse Technician (Specialty)	HR	\$35.00
Medical	Psychiatric Hospital Administrator	HR	\$71.65
Medical	Psychiatric Hospital Assistant Superintendent	HR	\$98.83
Medical	Psychiatric Hospital Transportation Specialist	HR	\$35.00
Medical	Psychiatric Nurse	HR	\$44.00
Medical	Psychiatric Social Worker 1	HR	\$40.06
Medical	Psychiatric Teacher Counselor	HR	\$29.66
Medical	Psychiatric Teacher Counselor Supervisor	HR	\$32.54
Medical	Psychiatric Technician	HR	\$19.76
Medical	Psychological Assistant (Certified)	HR	\$37.00
Medical	Psychological Examiner 1	HR	\$48.00
Medical	Psychologist	HR	\$155.00
Medical	Public Health Administrator 1	HR	\$73.82
Medical	Public Health Educator 2	HR	\$75.00
Medical	Public Health Nursing Consultant 1	HR	\$78.00
Medical	Public Health Office Assistant	HR	\$22.09
Medical	Public Health Office Supervisor 1	HR	\$30.94
Medical	Public Health Program Director 1	HR	\$120.90
Medical	Public Health Representative 2	HR	\$71.50
Medical	Registered Nurse 1	HR	\$110.00
Medical	Registered Nurse Expand Skills	HR	\$65.82

Medical	Rehabilitation Assistant	HR	\$24.00
Medical	Rehabilitation Assistant Supervisor	HR	\$39.89
Medical	Rehab Behavioral Instructor	HR	\$35.00
Medical	Rehabilitation Instructor	HR	\$35.47
Medical	Rehabilitation Instructor-Blind	HR	\$37.00
Medical	Rehabilitation Technology Specialist	HR	\$54.00
Medical	Rehabilitation Therapist	HR	\$37.50
Medical	Rehabilitation Therapist Supervisor	HR	\$43.07
Medical	Rehabilitation Training Center Manager	HR	\$51.90
Medical	Respiratory Care Therapist	HR	\$80.00
Medical	Rural Facility PRN LPN	HR	\$45.00
Medical	Rural Facility Travel RN	HR	\$100.00
Medical	Scientist	HR	\$115.56
	Class Title	UOM	Covendis Rate
Medical	Speech and Language Pathologist	HR	\$115.00
Medical	Social Worker 2	HR	\$96.00
Medical	Travel RN	HR	\$115.00
Medical	Travel RN - Emergency	HR	\$125.00
Medical	Travel LPN	HR	\$95.00
Medical	X-Ray Technician	HR	\$55.00
Medical	Mortality Review Services	EA	\$4,000.00
Medical	Ultrasound Guided Picc Line Insertion	EA	\$550.00
Medical	Ultrasound Guided Midline Insertion	EA	\$550.00
Medical	Picc Removal	EA	\$140.00
Medical	Midline Removal	EA	\$145.00
Medical	Ultrasound Guided Peripheral IV	EA	\$145.00
Medical	Blood Draw from Picc Line	EA	\$140.00
Medical	Declotting of Picc/Midline	EA	\$190.00
Medical	Dressing Change	EA	\$150.00
Medical	Implanted Port Access/Flush	EA	\$135.00
Medical	Evaluation /Assessment of Existing Picc/Midline Troubleshooting	EA	Variable by case
Medical	Physician III Exam	EA	\$575.00
Medical	Audiologist Exam	EA	\$230.00
Medical	Optometrist Exam	EA	\$275.00
Medical	Fitness for Duty - Physician/Registered Nurse Practitioner File Review	EA	\$290.00

Information Technology

Agency Category	Class Title	UOM	Covendis Rate
IT	Advanced Network Administrator	HR	\$30.68
IT	Advanced Programmer Analyst (Mainframe)	HR	\$40.00
IT	Advanced UNIX System Programmer	HR	\$48.29
IT	Business Analyst Jr	HR	\$45.00
IT	Business Analyst Sr	HR	\$91.27
IT	Client Services Account Executive	HR	\$110.00
IT	Client Services Administration	HR	\$82.50
IT	Client Services Media Buying	HR	\$121.00
IT	Client Services Senior Account Manager	HR	\$125.00
IT	Communication Specialist-Int	HR	\$88.16
IT	Creative Art Director	HR	104.50
Agency Category	Class Title	UOM	Covendis Rate
IT	Creative Content Development Copywriter	HR	\$75.00
IT	Creative Director	HR	\$125.00
IT	Creative Graphic Design	HR	\$90.00
IT	Creative Illustrator	HR	\$80.00
IT	Computer Operator	HR	\$24.02
IT	Computer Operations Manager	HR	\$49.79
IT	Continuous Quality Improvement Consultant	HR	\$350.00
IT	Data Administrator/Database Administrator	HR	\$49.23
IT	Database Administrator 2	HR	\$60.00
IT	Database Administrator 3	HR	\$88.00
IT	Data Entry Operator	HR	\$18.84
IT	Data Entry Support	HR	\$29.00
IT	Desktop Support	HR	\$27.32
IT	Digital Services Tech Director	HR	\$125.00
IT	Enterprise Application Consultant	HR	\$220.00
IT	Enterprise Architecture Research and Development Analyst/Architect	HR	\$66.92
IT	Enterprise Content Management (ECM) Architect	HR	\$90.00
IT	Enterprise Content Management (ECM) Programmer Analyst	HR	\$75.00
IT	Enterprise Content Management (ECM) Project Manager	HR	\$90.00
IT	Enterprise Content Management (ECM) Business Analyst	HR	\$70.00
IT	Enterprise Content Management (ECM) System Administrator	HR	\$75.00
IT	Enterprise Content Management (ECM) Capture Administrator	HR	\$50.00

IT	Executive Consultant	DAY	\$1,951.69
IT	Help Desk Representative	HR	\$21.00
IT	Information Security Policy Lead	HR	\$96.80
IT	Mainframe Computer Operator 2	HR	\$25.00
IT	Mainframe Computer Technician	HR	\$32.00
IT	Network Operations Center Administrator	HR	\$78.38
IT	Network Security Specialist	HR	\$50.55
IT	Network Specialist	HR	\$55.00
IT	Network Tech Specialist	HR	\$40.00
IT	Oracle Business Intelligence Architect	HR	\$250.00
IT	Process Improvement Training Consultant	HR	\$400.00
IT	Programmer Analyst (Specialization)	HR	\$73.70

Agency Category	Class Title	UOM	Covendis Rate
IT	Programmer/Analyst 3	HR	\$96.80
IT	Programmer/Analyst Supervisor	HR	\$110.00
IT	Programmer/Developer	HR	\$115.00
IT	Project Manager, Asc	HR	\$65.00
IT	Project Manager, Int	HR	\$85.00
IT	Project Manager, Sr	HR	\$110.00
IT	Quality Analyst	HR	\$80.96
IT	Quality Assurance Analyst/Tester, Jr	HR	\$53.00
IT	Quality Assurance Analyst/Tester, Sr	HR	\$80.00
IT	Rich Media Production Supervisor	HR	\$75.00
IT	Rich Media Photo Retouching	HR	\$90.00
IT	Rich Media Post Production	HR	\$90.00
IT	Senior Enterprise Systems Designer	HR	\$85.00
IT	Service Desk Personnel	HR	\$48.85
IT	Solutions Architect	HR	\$90.00
IT	Student 1st Semester Coop	HR	\$10.72
IT	Student 2nd Semester Coop	HR	\$15.00
IT	Student 3rd Semester Coop	HR	\$20.00
IT	System Administrator, Int	HR	\$50.00
IT	Systems Analyst	HR	\$38.35
IT	Systems/Applications Architect	HR	\$90.00
IT	Systems Programmer 4	HR	\$65.00
IT	Systems Thinking Work Session Facilitator	HR	\$60.01
IT	Technical Writer	HR	\$65.00
IT	WAN Project Manager	HR	\$65.00

IT	Web Based Training (WBT) Developer	HR	\$60.00
IT	Web Designer	HR	\$60.00
IT	Website Developer 2	HR	\$75.00

Language Communication and Assistance Services

Agency Category	Class Title	UOM	Maximum Bill Rate
Language Communication and Assistance Services	Interpreter, Foreign Language - Spanish, In Person	MJ (Minute)	\$1.80
Language Communication and Assistance Services	Interpreter, Foreign Language - Spanish, Telephonic	MJ (Minute)	\$0.90
Language Communication and Assistance Services	Interpreter, Foreign Languages – French, German, Italian, Portuguese, Romanian, Albanian, Bosnian or Croatian, In Person	MJ (Minute)	\$2.50
Language Communication and Assistance Services	Interpreter, Foreign Languages – French, German, Italian, Portuguese, Romanian, Albanian, Bosnian or Croatian, Telephonic	MJ (Minute)	\$1.25
Language Communication and Assistance Services	Interpreter, Foreign Languages – Arabic, Chinese, Japanese, Korean, Turkish, Amharic, Dari, Farsi, Gujarati, Haitian-Creole, Hindi, Kurdish, Laotian, Russian, Somali, Tagalog, Thai, Ukrainian, Vietnamese, Khmer (Cambodian), or Punjabi (or other languages using characters), In Person	MJ (Minute)	\$2.50
Language Communication and Assistance Services	Interpreter, Foreign Languages – Arabic, Chinese, Japanese, Korean, Turkish, Amharic, Dari, Farsi, Gujarati, Haitian-Creole, Hindi, Kurdish, Laotian, Russian, Somali, Tagalog, Thai, Ukrainian, Vietnamese, Khmer (Cambodian), or Punjabi (or other languages using characters), Telephonic	MJ (Minute)	\$1.25
Language Communication and Assistance Services	Interpreter, Foreign Languages – Lingali, Swahili, Oromo, Tigrinya or Wolof, In Person	MJ (Minute)	\$2.50
Language Communication and Assistance Services	Interpreter, Foreign Languages – Lingali, Swahili, Oromo, Tigrinya or Wolof, Telephonic	MJ (Minute)	\$1.25
Language Communication and Assistance Services	Interpreter, Foreign Languages – All other languages, In Person	MJ (Minute)	\$2.50
Language Communication and Assistance Services	Interpreter, Foreign Languages – All other languages, Telephonic	MJ (Minute)	\$1.25
Language Communication and Assistance Services	Interpreter, Sign Language	HR	\$39.00
Language Communication and Assistance Services	Translator, Foreign Language - Spanish documents	WORD	\$0.19
Language Communication and Assistance Services	Translator, Foreign Languages - French, German, Italian, Portuguese, Romanian, Albanian, Bosnian or Croatian documents	WORD	\$0.30
Language Communication and Assistance Services	Translator, Foreign Languages - Arabic, Chinese, Japanese, Korean, Turkish, Amharic, Dari, Farsi, Gujarati, Haitian-Creole, Hindi, Kurdish, Laotian, Russian, Somali, Tagalog, Thai, Ukrainian, Vietnamese, Khmer (Cambodian), or Punjabi (or other languages using characters) documents	WORD	\$0.20

Language Communication and Assistance Services	Translator, Foreign Languages - Lingali, Swahili, Oromo, Tigrinya or Wolof documents	WORD	\$0.30
Language Communication and Assistance Services	Translator, Foreign Languages – All other languages, documents	WORD	\$0.40
Language Communication and Assistance Services	Video Remote Interpreter / Telephonic Interpreter	HR	\$58.44

EXHIBIT A.2

**TASK ORDERS
(Not Applicable)**

EXHIBIT B
DEFINITIONS

DEFINITIONS

When used in the Contract Documents, the following capitalized terms have the following meanings:

“Applicable Law(s)” means all federal, state or local statutes laws ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of an kind by which a Party may be bound, then in effect or which come into effect during the time the Services are being performed, and any present or future amendments to those Applicable Laws, including those which specifically relate to: (a) the business of City; (b) the business of Service Provider or Service Provider’s Key Subcontractor Provider; (c) the Agreement and the Contract Documents; or (d) the performance of the Services under this Agreement or any Task Order.

“Charges” means the amounts payable by City to Service Provider under this Agreement and any applicable Task Order.

“City Security Policies” means the policies set forth in **Exhibit D**.

“Confidential Information” means all information, including, but not limited to, business or financial information, plans, strategies, forecasts, forecast assumptions, proprietary business practices and methods, marketing information and material, customer, supplier, and employee information, and all information concerning relationships with customers, suppliers and employees, proprietary ideas, concepts, know-how, methodologies, specifications, operations, processes and systems manuals, profiles, system and management architectures, diagrams, graphs, models, sketches, technical data, research and all other information related to a Party’s past, present or future business activities or operations, now known or later discovered or obtained by a Party from any source in connection with this Agreement, including: (i) all information of a Party to which the other has had or will have access; (ii) all information of a Third Party, including customers and suppliers; (iii) all information entered or to be entered into software or equipment by or on behalf of a Party, as well information obtained or derived from this information, including any such information as stored in, accessed or transmitted through or processed by equipment or software; and (iv) all information whose disclosure is exempted or restricted under Applicable Law, including Personal Information. Confidential Information does not include information: (a) subject to public disclosure under Applicable Law such as the Georgia Open Records Act or the Federal Freedom of Information Act; (b) publicly available or becomes so in the future without restriction and through no fault or action of the receiving Party or its agents; (c) rightfully received by either Party from a Third Party and not accompanied by confidentiality obligations; (d) already in the receiving Party’s possession and lawfully received from sources other than the disclosing Party; (e) independently developed by the receiving Party without use of or references to the Confidential Information of the disclosing Party; or (f) approved in writing for release or disclosure without restriction by the disclosing Party.

“Code” means the Code of Ordinances for the City of Atlanta, Georgia, as amended.

“Contract Documents” include this Agreement and the exhibits and other documents attached or referenced herein as well as any authorized changes or addenda hereto.

“Facility” or “Facilities” means the physical premises, locations and operations owned or leased by a Party and from or through which Service Provider will provide any Services.

“Force Majeure Events(s)” means acts of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, embargoes, and other similar unusual governmental actions, extraordinary elements of nature or acts of God.

“Party” or “Parties” means City and/or Service Provider.

“Person” means individuals, partnerships, agents, associations, corporations, limited liability companies, firms or other forms of business enterprises, trustees, executors, administrators, successors, permitted assigns, legal representatives and/or other recognized legal entities.

“Personal Information” means any information relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person’s physical, physiological, mental, economic, cultural or social identity.

“Service Provider Personnel” means and refers to Service Provider employees, agents, representatives, subcontractors and/or sub-subcontractors hired and maintained to perform Services hereunder.

“Task Order Commencement Date” means the date set forth in each Task Order on which the Services under such Task Order shall begin.

“Third Party” means a Person other than the Parties.

“Work Product” means any work product, creation, material, item or deliverable, documentation or other item created by Service Provider or Service Provider Personnel, either solely or jointly with City or Third Parties, for the benefit of City in connection with providing the Services, including all forms of intellectual property such as inventions, copyrightable materials and/or material protected by patent, trademark and/or other trade secrets laws.

EXHIBIT C
AUTHORIZING LEGISLATION

EXHIBIT D



**CITY COUNCIL
ATLANTA, GEORGIA**

22-O-1830

A SUBSTITUTE ORDINANCE BY FINANCE/EXECUTIVE COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO EXECUTE SPECIAL PROCUREMENT AGREEMENT SP-S/DAIM/2210-123017, COVENDIS ON-CALL IT SERVICES WITH UWORK.COM, INC. DBA COVENDIS TECHNOLOGIES, INC., ON BEHALF OF THE DEPARTMENT OF ATLANTA INFORMATION MANAGEMENT, PURSUANT TO SECTION 2-1191.1 OF THE CITY OF ATLANTA CODE OF ORDINANCES, FOR A TERM OF ONE (1) YEAR, RETROACTIVELY COMMENCING AUGUST 12, 2022 THROUGH AUGUST 11, 2023 WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS, IN AN AMOUNT NOT TO EXCEED THREE MILLION NINE HUNDRED TWENTY-THREE THOUSAND DOLLARS AND ZERO CENTS (\$3,923,000.00); ALL CONTRACTED WORK WILL BE CHARGED TO AND PAID FROM THE FUND DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER LISTED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, the Chief Information Officer of the Department of Atlanta Information Management identified the need for temporary information technology staffing vendor managed services related to customized web-based research and advisory services (“Services”); and

WHEREAS, in accordance with Code Section 2-1191.1 of the City of Atlanta Code of Ordinances, the Chief Procurement Officer determined that a special procurement for the Services is appropriate; and

WHEREAS, the Chief Information Officer of the Department of Atlanta Information Management and the Chief Procurement Officer recommend entering into special procurement agreement SP-S/DAIM/2210-123017, Covendis On-Call IT Services with uWork.com Inc. dba Covendis Technologies, Inc., for a term of one (1) year with two (2) one (1) year renewal options to be exercised at the City’s sole discretion, in an amount not to exceed Three Million Nine Hundred Twenty-Three Thousand Dollars and Zero Cents (\$3,923,000.00); and

WHEREAS, the Chief Procurement Officer certifies that any organizational and personal relationships disclosed by uWork.com Inc. dba Covendis Technologies, Inc. have been considered in accordance with Section 2-1214 of the City of Atlanta Code of Ordinances and award of the agreement is appropriate.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS as follows:

SECTION 1: the Mayor, or his designee, is authorized to execute special procurement agreement SP-S/DAIM/2210-123017, Covendis On-Call IT Services with uWork.com Inc. dba Covendis Technologies, Inc., on behalf of the Department of Atlanta Information Management, retroactively commencing August 12, 2022 through August 11, 2023 in an amount not to exceed Three Million Nine Hundred Twenty-Three Thousand Dollars and Zero Cents (\$3,923,000.00) during the initial term of the agreement.

SECTION 2: the term of the agreement will include an initial term of one (1) year with two (2) one (1) year renewal options to be exercised at the City’s sole discretion.

SECTION 3: all contracted work will be charged to and paid from FDOA account number:

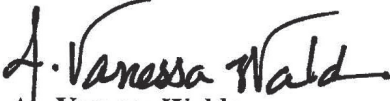
Department Name	Amount	Fund	Department Org.	Account	Function Activity
General Fund	\$1,500,000.00	1001	050207	5212001	1535000
ATLDOT (Transportation)	\$70,000.00	1001	330401	5213001	4210000
ATLDOT (Office of Commissioner)	\$32,000.00	1001	330101	5212001	4210000
ATLDOT (Capital Projects)	\$68,000.00	3351	330301	5213001	4210000
DPW (SW)	\$150,000.00	5401	050202	5212001	1535000
DPW (Fleet)	\$30,000.00	6001	130402	5212001	1590000
DWM	\$250,000.00	5051	170113	5212001	1535000
Municipal Court	\$100,000.00	1001	190101	5212001	2650000
DOA	\$1,000,000.00	5501	180107	5212001	7563000
DOA	\$623,000.00	5502	180107	5212001	7563000
DCP	\$100,000.00	1001	250201	5213001	7210000

SECTION 4: the Chief Procurement Officer, in consultation with the City Attorney, and her designee, is directed to prepare all appropriate documents for execution by the Mayor or his designee.

SECTION 5: the agreement will not become binding on the City and the City will incur no obligation or liability under the same until it has been approved as to form by the City Attorney or her designee, executed by the Mayor or his designee, attested to by the Municipal Clerk and delivered to uWork.com Inc. dba Covendis Technologies, Inc.

SECTION 6: all ordinances and parts of Ordinances in conflict with this ordinance are hereby waived to the extent of the conflict.

A true copy,


A. Vanessa Waldon
Deputy Municipal Clerk

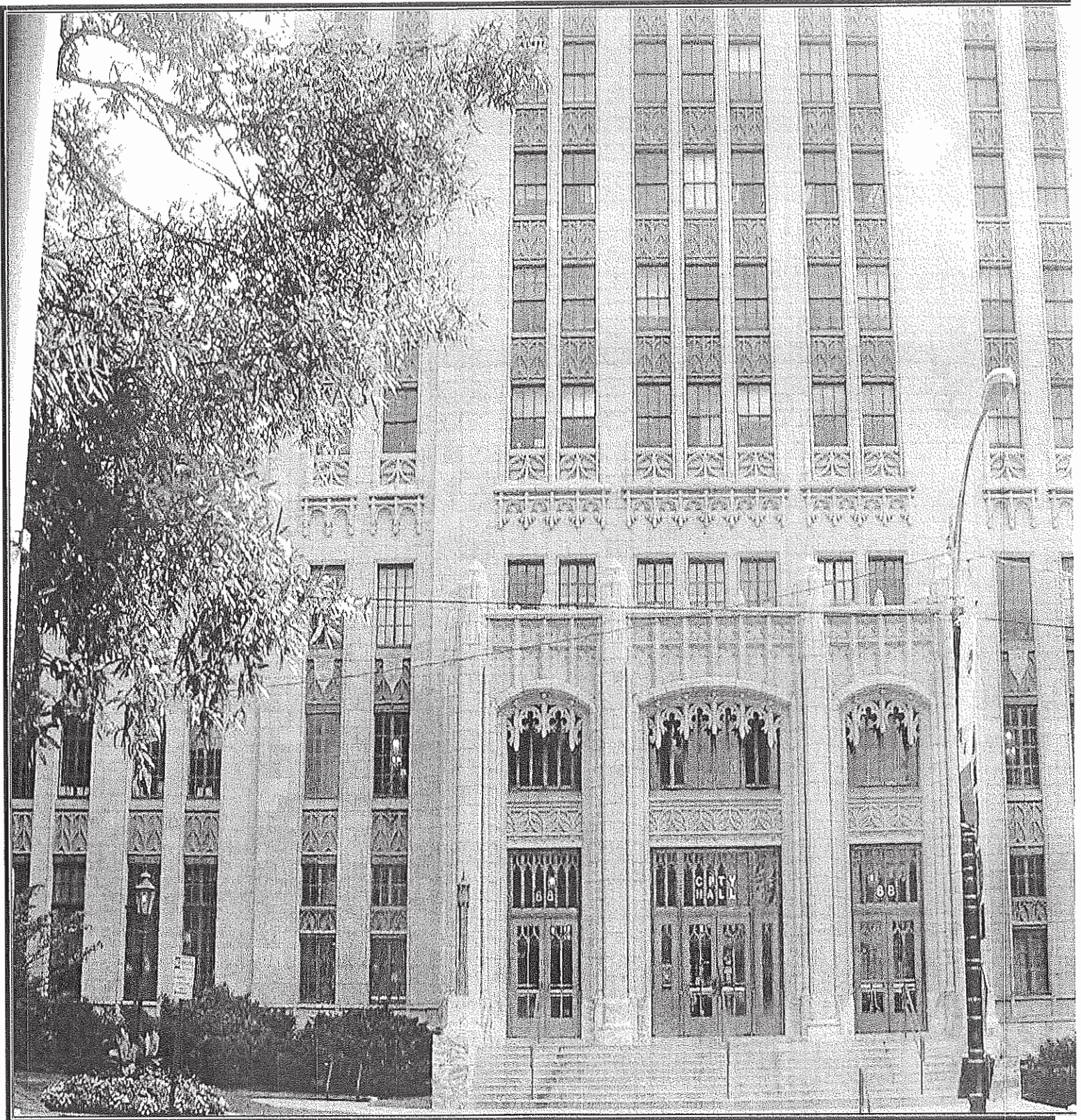
ADOPTED by the Atlanta City Council
APPROVED by Mayor Andre Dickens

NOV 21, 2022

NOV 22, 2022

CITY SECURITY POLICIES

**CITY OF ATLANTA
OFFICE OF FACILITIES MANAGEMENT
ENVIRONMENTAL, HEALTH, SAFETY AND SECURITY
CONTRACTORS' MANUAL**



CITY OF ATLANTA



OFFICE OF FACILITIES MANAGEMENT
ENVIRONMENTAL, HEALTH, SAFETY
AND SECURITY
CONTRACTORS' MANUAL

*Safety comes before all else –
"ZERO ACCIDENTS"*

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Contractor's Check List

1.0 INTRODUCTION

The Office of Enterprise Assets Management (OEAM) manages a number of facilities that provide for work, learning, and recreation.

OEAM is committed to providing a safe and healthy working environment for citizens, employees and contractors. It is our mission to ensure all activities in City of Atlanta facilities are carried out safely and in full compliance with relevant laws.

Unsafe work practices can result in serious injury and damage to property. These damages can result in large financial penalties for employees and contractors alike.

2.0 WHAT IS A HAZZARD

A 'hazard' is something that may cause harm or injury. Workplace hazards include moving parts of machinery, working at heights, slippery floors, electric energy, excessive noise, toxic or flammable substances, and/or lifting heavy objects.

3.0 WHAT IS A RISK

A 'risk' is the likelihood that a hazard will cause specific harm or injury to persons or damage to property.

3.1 WHAT IS A RISK ASSESSMENT

A Risk Assessment is the process of identifying safety and health hazards associated with work. Assessing the level of risk involved, and prioritizing measures to control the hazards and reduce the risks.

3.2 WHAT IS RISK MANAGEMENT

Risk Management, like risk assessment, involves assessments of risk associated with any work activity. It also includes control and monitoring of such risks.

3.3 CONTRACTOR'S BASIC RESPONSIBILITY

Everyone working on sites under the purview of OEAM is obligated to take reasonable care to:

- * Ensure the health and safety of the employees and public;
- * Avoid risking the safety and health of any other person;
- * Assist new site personnel in recognizing job hazards and following necessary procedures;
- * Ensure their work site is safe for themselves and others;

- * Practice good site housekeeping to minimize risk of avoidable accidents;
- * Identify OEAM before starting any work;
- * Be knowledgeable of all activities which could potentially pose a safety threat, hazard or danger to the safety of any person; and
- * Immediately take effective action to eliminate any safety hazard.

3.4 WAIVERS

Deviations from the procedures defined herein are not permitted without written authorization from the Director of the OEAM.

4.0 GENERAL

4.1 HAND PROTECTION

Gloves should be worn to prevent burns, abrasions, pinching, and to provide protection from electric shock, etc.

4.2 HAIR PROTECTION

Where there is danger of hair entanglement in moving equipment or exposure to ignition, steps must be taken to keep the hair close to the body.

4.3 SAFETY SHOES

For maximum foot protection, workers should wear safety shoes with toe protection and slip resistant soles. Suitable work shoes are defined as having durable soles and substantial leather upper tops that can be securely fastened or tied. Soft canvas, nylon, athletic or cloth type footwear are neither acceptable nor permitted.

4.4 HEARING PROTECTION

At a minimum, hearing protection must be worn where signs indicate hearing protection is required or where equipment exceeds acceptable noise limits. Contractors shall also provide hearing protection in accordance with their responsibilities under the Occupational Safety and Health Administration (OSHA) hearing conservation requirements.

4.5 EYE PROTECTION

Eye protection with side shields must be worn in areas designated by OEAM. Safety glasses must meet ANSI Z87.1 standards for Occupational Eye Protection (marked as such on the glasses). Additional eye protection (e.g. goggles, faceshields) must be

considered when significant hazards from sources such as particles, dust, electricity, heat, chemicals, and/or grass and other debris are present.

4.6 RESPIRATORY PROTECTION

If the work assignment requires respiratory protection equipment, employees must receive training, a medical evaluation and a respirator fit test. Prior to use, the contractor must select the appropriate respirator for the work to be performed. The contractor must have a written respirator program that complies with OSHA requirements.

4.7 ALCOHOL AND OTHER DRUGS

The contractor agrees to advise its employees and sub-contractors of OEAM's policy on the use, possession, sale and distribution of alcohol, drugs or other controlled substances in the workplace. Persons affected by alcohol, other drugs or medication which impair function are not permitted to carry out work assignments. Where it is observed that a contractor's staff may be affected by alcohol or other drugs, the matter will be referred to the contractor who will be required to take immediate action. The incident will be recorded by the OEAM/Facilities Management staff.

4.8 BEHAVIOR ON SITE

HARASSMENT & INAPPROPRIATE LANGUAGE

Contractors are advised that offensive language (e.g. swearing), offensive behavior and harassment are not accepted under any circumstances. All forms of harassment are unacceptable. Offensive behavior and/or language includes all behavior that reinforces inappropriate demeaning or discriminatory attitudes or assumption about persons based on age, race sex, sexual orientation, marital status or disability. Whistling unsolicited remarks of a sexual nature is specifically prohibited.

4.9 FIRST AID AND MEDICAL EMERGENCIES

It shall be the contractor's responsibility to provide first aid, transportation, and emergency medical services for their employees at any work site.

4.10 EVACUATIONS

The contractors must be familiar with the evacuation routes, assembly, and staging areas for their work locations. When a building alarm sounds or notice is given to evacuate, individuals must evacuate immediately. Evacuees must remain in the

assembly or until the all-clear signal is given. If the contractor has information relating to the emergency, the contractor shall notify the Director of Facilities for OEAM.

4.11 ACCIDENT & INJURY REPORTING

An 'accident' is defined as an unexpected or undesirable event especially one causing injury or damage.

An 'incident' is a potentially hazardous event which did not cause injury or damage but could have. All accidents and incidents must be reported to the Facilities Director as soon as possible. If serious personal injury or damage to the facilities occurs the area must be left 'as is' until advisement is received.

4.12 FIRE & SAFETY PROCEDURES

Fire extinguishing equipment shall be located and readily accessible. Employees shall be aware of location of all fire extinguishers.

4.13 ACCIDENT, ILLNESS AND INJURY INCIDENT INVESTIGATIONS

It shall be the contractor's responsibility to thoroughly investigate all serious or potentially serious accidents or incidents involving the contractor's staff at sites under the purview of the OEAM.

4.14 SMOKING POLICY

It is the contractor's responsibility to ensure their employees are in compliance with the City of Atlanta's policy of a smoke-free environment.

4.15 CERTIFICATED PERSONNEL

The contractor's shall only employ persons holding appropriate certificates and qualifications to perform any part of the work required by OEAM.

4.16 LICENSES

Copies of ***current and valid licenses and permits*** are to be made available to OEAM before commencing assigned work.

- Plumbing
- Gas Fitting
- Electrical Work
- Structural

- Carpentry/Minor Maintenance (Carpenters Trade Qualification)
- Refrigeration and Air Conditioning
- Forklift
- Elevated Work Platform
- Hot Work

4.17 CORRECTIVE ACTION

The Contractor must notify OEAM of the completion of any corrective actions identified as a result of an accident, illness or injury incident investigation.

4.18 VEHICLE SITE REQUIREMENTS

It shall be the contractor's responsibility to assist in the control and identification of non-authorized vehicles entering work sites and reduce the potential for vehicle accidents on-site. Contractor's leaving vehicles on site for extended periods shall be required to leave keys with the loading dock security personnel on duty.

4.19 VEHICLE SITE OPERATION

It shall be the contractor's responsibility to ensure employees operating specified equipment and vehicles on-site comply with all statutory requirements.

- * All vehicles, loaders, cranes, forklifts and trucks must comply with the road rules of the State of Georgia;
- * Contractor employees must have a valid driver's license; and
- * Cell phones other than "hands free" types shall be prohibited while operating one of the above referenced vehicles, while on the premises.

It is the contractor's responsibility to ensure that all cranes and mobile equipment to be used are certified as being safe operating condition prior to their arrival on site. Certification must be made available to OEAM upon request.

4.20 NOTICES AND SIGNS

It shall be the contractor's responsibility to erect and maintain standardized safety signs that can be quickly recognized and understood; signs must be located where the message is legible, attracts attention and is clearly visible.

4.21 HOUSEKEEPING

It shall be the contractor's responsibility to ensure amenities are in a clean and hygienic state and provide standard bins so waste does not litter the workplace. The contractor must also secure material in an organized and safe manner.

5.0 SECURITY REQUIREMENTS

Contractors and their employees assigned to work at sites under the purview of OEAM are expected to abide by all building security policies. These policies do not relieve the Contractors of their contractual duties. OEAM will not be responsible for any lost, stolen or damage to the contractor equipment.

5.1 IDENTIFICATION

Identification badges supplied to contractors by OEAM must be kept on the person at all times.

5.2 INSPECTION POLICY

OEAM reserves the right to inspect all property, including but not limited to personal property, while the on premises.

5.3 TERMINATION OF WORK ASSIGNMENTS

Upon termination of the Contractor's assignment:

The contractor must immediately notify OEAM of job completion; and all City of Atlanta issued identification badges and keys must be immediately returned to the OEAM project manager/OEAM representative.

5.4 EMPLOYEE TERMINATION

The contractor will not conduct employee terminations on City of Atlanta premises.

5.5 REASSIGNMENT OF WORKERS

Individuals whose prior employment ended as a result of involuntary termination for misconduct on the City of Atlanta premises are not permitted to work on any other City of Atlanta property, and should not be assigned without prior written authorization from OEAM.

5.6 SECURITY REPORTING

Actions and behaviors that are contrary to providing a safe and secure work environment will not be tolerated and must be immediately reported to OEAM. This information should include, but not limited to:

- *Harassment of any kind;
- *Theft, damage, or misuse of COA property;
- *Disorderly, violent, or threatening conduct or suspicious behaviors, situations, and/or incidents;
- *Criminal activities;
- *Being under the influence of alcohol or drugs while on City property;

- *Possession of dangerous weapons, explosives, firearms, unauthorized chemicals;
- *Unauthorized access into restricted areas;
- *Violation of any City policies or codes;
- *Any activity or behavior that presents an increased risk to site workers, facilities, or the City of Atlanta.

6.0 HAZARDOUS MATERIALS AND SUBSTANCES

Contractors must be certain of properties of every substance handled in sites under the purview of the OEAM. Take every precaution as directed; by the MSDS, know the protective equipment needed. In addition employees should be aware of how chemicals and substances can contact the body and how that contact can be prevented.

6.1 APPROVAL FOR HAZARDOUS MATERIAL USE

The use of all hazardous materials (solids, liquids, gases, and compressed gases) on City sites requires written approval from the OEAM prior to use. Contractors are limited as to the amount of hazardous materials they may store at sites during the work.

6.2 MATERIAL SAFETY DATA SHEETS (MSDS)

Contractors must maintain a current copy of the MSDS (Material Safety Data Sheets) for each hazardous material and a current inventory of all hazardous materials brought onto the site. MSDS must be maintained at the work site and must be easily accessible to contractors, employees, and to OEAM during normal working hours.

6.3 CHEMICAL STORAGE

All chemicals on City properties must be used and stored according to manufacturer's recommendations on the MSDS. Incompatible chemicals must be separated. Storage cabinets and ventilated storage areas may need to be provided to reduce fire, explosion or health risks and should remain secured at all times.

6.4 CONTAINER LABELING

Chemicals brought onto the site by contractor must bear labels identifying the chemicals and the associated hazard warnings.

Spill Prevention and Response

OEAM procedures for the prevention and reporting of spills and/or releases of oil or hazardous materials are outlined below:

6.4.1 SPILL PREVENTION

Contractors shall have available equipment that is suitable and sufficient to control potential spills. The contractor is responsible for identifying conveyances to the environment.

The Contactor is responsible for the proper storage of all flammable and combustible chemicals that are brought or stored on the City of Atlanta facilities. Storage of these chemicals may require the use of safety containers or cabinets.

6.4.2 SPILL RESPONSE

Contractors must immediately notify OEAM of any spill or releases. If a spill occurs the contractor must follow these steps:

Step 1- Contain the Spill

- *Prevent further spillage
- *Contain what is spill
- *Follow MSDS (Material Safety Data Sheet) information
- *Block stormwater drain inlet

Step 2- Report the Spill

- *If it is a large or dangerous spill immediately notify OEAM.

Step 3- Clean up

- *Clean up the spill as quickly as possible (reduce risk of pollution running off the site)
- *Never wash chemicals down the drain (either inside or outside), or pour chemicals onto the ground. Never leave chemicals to wither; they may be washed into waterway.
- *Use absorbent material to contain the spill. The contractor is responsible for the proper collection, storage and disposal of waste material in c compliance with EPA (Environmental Protection Agency) and the DEP (Department of Environmental Protection) regulations.

6.5 PEST CONTROL

The Contractor shall not use any insecticide products in City properties unless such activities are part of your contracted work. It shall be the contractor's responsibility to maintain his/her Pest Control license governed by the State of Georgia (Agriculture Department); employees must be trained and licensed. The contractor's must ensure that they perform site treatments in a manner that minimizes the potential of pest infestations.

6.6 HAZARDOUS WASTE MANAGEMENT

Contractors must provide OEAM with a list of actual and potential hazardous wastes to be generated during a project. Removal of waste generated by a contractor as part of its work is the responsibilities of the contractor. The contractor must ensure that hazardous waste is properly identified, stored, transported and disposed of in accordance with all applicable local, state and federal laws. The contractor's employees must be appropriately trained to handle hazardous waste safely and in compliance with all applicable laws.

6.7 REPORTING CHEMICAL SPILLS

In case of a spill, the contractor must contact OEAM followed by a written incident report to OEAM within twenty-four (24) hours of the occurrence. The written report must include the following information:

- *Description of the spill and estimated quantity spilled;
- *Date and time of the spill;
- *Copy of MSDS for material spilled; and
- *Steps taken to reduce, eliminate, and prevent recurrence of the spill.

6.8 HAZARDOUS CHEMICAL TRANSPORTATION

At no time should hazardous material be transported in a manner that could result in an unsafe condition for the public. The transportation of hazardous material shall be conducted in accordance with the Department of Transportation (DOT) Hazardous Materials Regulations for proper packaging; marking, labeling, handling, and documentation.

6.9 HAZARDOUS COMMUNICATION (HAZCOM)

The Contractor shall develop and implement and maintain a Hazard Communication Plan, to be submitted to OEAM prior to any assignment that requires repairing or removal of any hazardous substance. The contractor shall submit an inventory of all hazardous chemicals that are used on each site. The contractor shall also ensure that all containers that are brought on site for storage (e.g. gas, paint, etc.) are labeled and inspected in accordance with all applicable regulations.

7.0 ENVIRONMENTAL REQUIREMENTS

7.1 ASBESTOS CONTAINING MATERIALS

Asbestos-Containing Building Materials (ACBM) and Potential Asbestos Containing Materials (PACM) may be present or encountered at some OEAM sites. The Contractor will inform OEAM of the presence of known ACBM in the work area. Upon discovery of materials suspected to contain asbestos, Contractors must stop work immediately and notify OEAM.

- *The Contractors' shall have an Asbestos and Demolition License available;
- *The Contractors' shall not break or crush asbestos sheeting;
- *The Contractors' must use water spray to minimize asbestos dust;
- *The Contractors' employees must wear a respirator as necessary;
- *The Contractors' must double wrap asbestos sheeting in plastic and clearly label;
- *The Contractors' must deliver asbestos waste to a recognized Waste Management Facility;
- *The Contractors' must manage and remove asbestos in strict accordance with the Occupational Health and Safety Regulations. Insulating materials shall be presumed to be asbestos containing material until a laboratory analysis determines material to be non-asbestos, or the material is labeled non-asbestos.

7.2 EXAMPLES OF MATERIALS THAT CAN CONTAIN ASBESTOS INCLUDE BUT IS NOT LIMITED TO:

Pipe insulation, pipe coating boiler skin, gaskets, packing, floor tile, transit panels, roofing materials, cable insulation, wiring, sprayed on insulation, and brake linings. Only trained and qualified personnel can remove or disturb Asbestos Containing Material (ACM). If any Contractors' employee suspects or is unsure as to whether materials contain asbestos, they are to immediately contact their supervisor for clarification.

7.3 REMOVING OR DISTURBING ASBESTOS

Asbestos Containing Material (ACM) or Potential Asbestos Containing Material (PACM) is removed or disturbed, the amount and reason for the work will determine which of four classes and the related work practices and training that will be required. DO NOT enter an asbestos regulated area unless you are trained and meet the requirements for entry.

7.3.1 SIGNS AND LABELS

Regulated areas will have "danger asbestos" signs any disposal bags containing ACM/PACM shall be double bagged and labeled.

7.3.2 TRAINING AND CERTIFICATIONS

Personnel must successfully complete the appropriate level and frequency of training to be able to abate and handle ACM/PACM, and must carry the original license card on their person.

7.4 LEAD

Contractors must contact OEAM to arrange for testing before beginning work that involves the disturbance (e.g., grinding, sanding, welding) of painted surfaces or areas that may contain lead.

7.5 MOLD REMEDIATION

This section provides guidance for contractors and employees who may encounter moldy or potentially moldy building materials. This section is first designed to prevent mold growth and second to ensure compliance during mold remediation activities. The following are EPA guidelines on how to prevent excessive mold growth from becoming a problem in City sites.

- Perform regular building/HVAC inspections and maintenance as scheduled;
- Clean and dry, wet or damp spots within 48 hours;
- Store all raw building materials to prevent exposure to precipitation and moisture prior to and during installation;
- Any newly installed materials found to contain excessive moisture must be removed and replaced at the expense of the contractor;
- Repair leaky plumbing and leaks in the building as soon as possible;
- Watch for condensation and wet spots, repair source(s) of moisture problem(s) as soon as possible;

- Prevent moisture due to condensation by increasing surface temperature or reducing the moisture level in air (humidity). To increase surface temperature, insulate or increase air circulation. To reduce the moisture level in air, repair leaks, increase ventilation (if outside air is cold and dry), or dehumidify (if outdoor air is warm and humid);
- Keep heating, ventilation, and air conditioning (HVAC) drip pans clean, flowing properly, and unobstructed;
Maintain low indoor humidity, below 60% relative humidity (RH), ideally 30-50%, if possible;
Don't let foundations stay wet. Provide drainage and slope the ground away from the foundation; and
Minimize the use of wet extraction machines on carpets during humid seasons (i.e. summer).

The following are EPA guidelines on how to safely investigate and evaluate mold and moisture problems.

- Contact the Office of Environmental, Health, Safety and Security if a mold problem is expected or found;
- Do not touch mold or moldy items with bare hands;
- Do not get mold or mold spores in your eyes;
- Do not inhale mold or mold spores;
- Consider using PPE when disturbing mold. The minimum PPE is a N-95 respirator, gloves, and eye protection; and
- Consult Table 2 of the EPA's guideline for "Mold Remediation in Schools and Commercial Buildings" for Personal Protective Equipment (PPE) and containment guidelines.

7.6 REFRIGERANT GASES (CFCS)

It shall be the contractor's responsibility to collect Refrigerant Gases in specially sealed cylinders by a licensed waste disposal contractor. These CFCs are not to be released into the atmosphere as they are strong ozone depleting agents. CFC's and HCFC's must be recovered from air conditioning units during servicing or decommissioning.

7.7 PAINT STORAGE AND HANDLING

Painting operations can present significant hazards to both the painters and fellow workers in the work area. Specific precautions must be taken to control hazards when painting activities are in progress. If the surface to be painted requires preparation, determine if the current coating contains lead or if the material it is applied to contains asbestos. If either lead or asbestos is present, take the necessary precautions.

Flammable solvents or paints shall be handled only in approved safety containers and shall be properly identified and labeled. Brush or roller applications of paint shall be used when practical. Spray painting shall be used only after administrative and engineering controls are established. Any confined area where spray painting, or surface treating or cleaning with solvents is being done shall be properly ventilated and guarded against all sources of ignition including smoking, welding, and burning. Do not strike matches or go near open flame while

wearing clothing contaminated with flammable substance. Do not use gasoline as a cleaning or degreasing agent.

7.8 PRECAUTIONS WITH SOLUTIONS AND SOLVENTS

Kerosene, Naptha and other petroleum solvents are combustible liquids. When using these materials, particularly in spray or atomizing equipment, be sure there are no open flames or sparks in the vicinity. The work area shall be well ventilated. Sparks and flames must be kept well away from areas where acetone is used and stored. The quantity of acetone kept outside of designated storage areas must be no more than is immediately needed. Containers of acetone must be kept tightly closed when not in use. Transport small quantities of solvent only in approved, properly marked, safety containers. The container may require a grounding system to dissipate static charges.

7.9 FLUORESCENT LIGHT BULBS, ELECTRONIC AND PCB-CONTAINING BALLAST

Contractors removing fluorescent light bulbs are responsible for packaging the bulbs and ballasts, and delivering them to an on-site area designated by OEAM for recycling or disposal.

7.10 INDOOR AIR QUALITY

Contractors must contact OEAM before beginning activities that are likely to generate odors in or near occupied areas or building air intakes (e.g., use of paints, adhesives, and combustion engines or other odor-producing chemicals or processes). Additional ventilation or other process controls must be initiated to prevent buildup of vapors or gases that could result in health hazards, fire hazards, or nuisance odors.

7.11 WATER POLLUTION

It is against the law to place any material (other than clean water) in a position where it is likely to leak, fall or be blown into any drain or gutter that is used to receive rainwater. Allowing this to occur can result in an on-the spot fine or legal actions against a business or an individual.

7.12 EROSION AND SEDIMENT CONTROL

Contractors allowing material to enter a waterway or even leaving the material where it can be washed off-site could expect fines or legal actions. Soil, sand, cement and many other pollutants can be washed into waterways-harming wildlife and causing an array other problems.

7.13 STORM WATER SYSTEMS

Prior to starting any project the contractor is responsible for obtaining the proper storm water permit; develop site specific Storm Water Pollution Prevention Plan (SWPP) and implementing appropriate best management practices. The contractor must post the EPA Permit Number or the Notice of Intent (NOI). The contractor must provide a copy of the completed NOI and the Storm Water Pollution Prevention Plan to OEAM prior to any assignment.

7.14 CONTAMINATED SOILS

Soils may be contaminated with oil, asbestos, cyanide, heavy metals or any toxic material. OEAM must be informed about any incidence of soil contamination that may occur or be discovered. Contractors must contact a licensed waste disposal contractor to collect and remove contaminated soil in an approved container; such removal must be authorized by OEAM.

7.15 DECONTAMINATION

Some City facilities may contain process piping, process ductwork, and process tools that carry or contain hazardous materials. Decontamination verification must be completed before the pipes, ductwork, and/or process tools are removed from the site.

7.16 REGULATIONS

Clean Air Act regulates emissions of pollutant in the atmosphere include hydrocarbon vapors, emissions by treatment technology, unless air quality requires stricter limits.

Clean Water Act regulates the discharge of waste to receiving.

Resource Conservation and Recovery Act (RCRA) regulates generation, manifesting, transportation, storage, treatment and disposal of hazardous solid wastes, storage of fuels in underground tank.

Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) regulates the cleanup of leaking landfills, reporting spills of certain chemicals, the responsibility and liability for contaminated disposal cleanup.

Superfund Amendment and Reauthorization Act (SARA Title III) regulates emergency response plans, right to know issues, and chemical release reporting.

Occupational Safety and Health Act (OSHA) regulates employees' right to know, responsible for keeping work area free of hazards, specific procedures for job and industry safety.

Toxic Substances Control Act (TSCA) regulates commercial use of most chemical use disposal of Asbestos, PCB, CFCs, reporting all adverse health effects, use labeling, and documentation for chemicals that pose a risk to health or the environment. The law requires you to report any incident that you believe fits the description of possibly causing significant damage to human health or environment. That information should be reported to OEAM included the following:

- An illness or death associated with the use of products or related to chemicals used at a work location;
- Pattern of illness occurring among employees or customers;
- Results of laboratory experiments test which indicate potential adverse health, and environmental effects that may occur; and
- Spills or widespread contamination of chemicals not covered by other reporting regulations.

Hazardous Materials Transportation Act regulates hazardous material transported in commerce, activities associated with identifying and classifying hazardous material marking, labeling, placarding and packaging the material, and documentation of material, loading, unloading, incidental storage of hazardous material and reporting unintentional releases.

Safe Drinking Water Act regulates enforces quality procedures for drinking water.

8.0 SAFETY REQUIREMENTS

8.1 SAFE PERFORMANCE SELF-ASSESSMENT

ASSESS THE RISK;

What could go wrong?

What is the worst thing that could happen, if something goes wrong?

ANALYZE HOW TO REDUCE THE RISK

Do I have all the necessary training and knowledge to do this job safely?

Do I have all the proper tools and personal protective equipment?

ACT TO ENSURE SAFE OPERATIONS

Take necessary actions to make sure the job is done safely!

Follow written procedures!

Ask for assistance, if needed

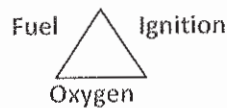
8.2 SAFETY SIGNS IN THE WORKPLACE

Warning signs and safety instructions have become a part of ever day life in recent years and more so in the workplace. Workplace safety signs are simply markings placed by employers that identify s specific risk, hazards or other safety-related issues. Signs are used to warn employees and member of the public about dangerous substances like acid, or to point out fire exits. They also give general information or specific instructions about equipment that must be worn in designated areas. Some signs must be displayed as part of the health and safety rules to reduce risk while some industries carry other more specific requirements.

8.3 FIRE PROTECTION AND DETECTION SYSTEMS

When welding, cutting or grinding, follow established hot work procedures, including fire watch. Flammable and combustible liquids must be stored in proper containers and handled in accordance with regulatory requirements for bonding and grounding. Accumulations of combustible trash (oily rags, paper) are often prime spots for fire ignition and are not permitted by OEAM. It shall be OEAM to maintain fire protection equipment in a fully operational state. Report potential fire hazards to the immediate supervisor. Do not use flame or spark producing tools in areas where combustible gases or dusts exist. Exercise extra caution around coal transfer points due to increased dust levels. Observe all "no smoking" signs; do not obstruct exit doors, stairs or walkways.

8.4 FIRE TRIANGLE



Fuel can be oil or other petroleum products, solid combustibles such as paper, room furnishings or plastic, or natural gas

Ignition may be electrical, hot surfaces, welding sparks, hand tools, discharge static electricity, flashlights or cameras. Attention to hot work permitting and observation of electrically classified areas are key to keeping sources of ignition away from sources of fuel.

Oxygen is present all around us in the atmosphere these three combinations can be lethal; particularly when performing hot work. Oxygen sources should always be isolated.

8.5 FIRE CLASSES

Class A fires occur with wood, tress, coal, cloth and paper. The most commonly used extinguisher agent is water.

Class B-Fires occur with vapor –air mixture over the surface of flammable and combustible liquids such as, but not limited to grease, gasoline, hydraulic oil, diesel fuel and lubricating oil. The most commonly used fire extinguisher is a dry chemical, a carbon dioxide or water fog extinguishers can also be used.

Class C-Fires occur in electrical equipment where non-conducting extinguisher agent must be used, such as dry chemical, carbon dioxide, and halons are suitable. However carbon dioxide extinguishers are not recommended for outdoor use due to wind dilution. Foam and water conduct electricity and shall not be used to combat electrical fires.

Class D-Fires occur in metal only, involving combustible metal, such as magnesium, sodium, potassium, sodium-potassium alloys, uranium, and powdered aluminum.

Class K-Fires involving cooking oil and grease. These fire extinguishers are kept in kitchen facilities.

8.7 HOT WORK-WELDING, CUTTING AND BRAZING

Contractors must obtain authorization from OEAM prior to work activity and ensure that all safety precautions are met. Contractors must ensure that fire alarms are isolated. Adequate fire protection must be present, with suitable fire extinguishers attached to, or near each welding plant. Welders must use screens to protect all personnel from welding flashes and any waste produced during the welding process.

In addition, the contractor must also maintain the following in accordance with OSHA regulations:

- Proof of Hot Work Permit;
- Remove combustible materials from the area before beginning work;
- Elevate oxygen/acetylene hoses several feet above the work area or otherwise protect them from damage;

- Install anti-flash back (safety/check) valves in both the oxygen/acetylene hoses at the regulator;
- Shield adjacent area with welding partitions; and
- Have a second person stand by with an approved fire extinguisher for welding and burning operations.

8.8 TOXIC FUMES

Welding can create toxic fumes. Make sure you have proper ventilation. Keep as much distance as possible between the welding plume and your face. Wear the appropriate PPE. Check the MSDS for the welding rod and components to be used. Remove any paint before welding, burning, or grinding. Remove any degreasers – when welded, chlorinated degreasers can produce phosgene gas, which is extremely toxic.

8.9 CONFINED SPACE

A confined space is an area with limited or restricted means of entry or exit that a person can actually enter with their body and that is not designed for continuous human occupancy. Working in these areas requires special training, precautions and permitting. No worker shall enter an area meeting the definition of confined space unless properly trained and authorized. Work that is performed in all of the sites under the purview of the Office of Facilities will conform to the appropriate OSHA standards. Contractors must ensure that fume evacuation, airflow and exchanges of air are all maintained as necessary; confined space gas detection equipment must be used to test the environment.

8.10 LOCKOUT TAG OUT (LOTO)

The contractor is responsible for developing, implementing and maintaining his/her own Lockout/Tagout Program in accordance with OSHA regulations as it applies to the work of their contract. Contractors shall submit a copy of its Lockout/Tagout Program to OEAM before the start of any work. Unless otherwise directed, OEAM will shut down and start up utility systems.

ENERGY SOURCES

There are several energy sources, all of them may be locked and tagged. The list includes:

- *Electrical
- *Hydraulic
- *Pneumatic
- *Chemical
- *Thermal

8.11 DANGER & OUT OF SERVICE TAGS

OEAMs staff will use the tagging system in accordance with procedures when necessary. OEAM shall provide the 'Danger' and 'Out of Service' tags and use as follows:

For your own protection:

- Isolate all equipment, switches and controls required to ensure your work-site is safe.]

- Place **your** tag(s) on all electrical switches and switchboards, other appropriate switches, valves, main isolators or key rings.
- Leave other tags alone. Never remove someone else's danger tag.
- **Do not operate** switches, valves or equipment that displays a 'Danger' tag or 'Out of Service' tag.

Change 'Danger' Tags to 'Out of Service' Tags:

If the equipment is still not safe at the end of the shift, the 'Danger' tag **must be changed** to an 'Out of Service' tag.

8.12 PROTECTIVE BARRIERS

Protective barriers material may be rope, railings, baffles, caps, barricades, or walls. Protective barriers shall be placed at such a height and position as to prevent personnel from entering areas that are hazardous. The erection of the barrier must take into account the physical layout of the equipment, the nature of adjoining equipment, aisle ways, thoroughfares, and operating equipment. Barriers should be placed:

- A minimum of 10 feet from open excavations greater than 5 feet deep; otherwise, a minimum distance equivalent to depth of the excavation.
- A minimum of 10 feet from overhead work on scaffolds or ladders.
- A distance from the hazard sufficient that a fall at the barrier rope will not result in the individual coming in contact with the hazard. **Never use safety rope for other than its intended purpose.** OEAM will be responsible for placing or removing industrial safety barriers.

8.13 EXCAVATION & TRENCHING

Excavation is any man-made cut, cavity or depression in the earth's surface formed by earth removal. All excavation must be adequately shored and safe access must be provided in all excavations. Contractors must have written authorization for OEAM prior to any excavation work, obtain drawings of the services located in the area.

8.14 ELECTRICAL SAFETY

Only qualified electricians are permitted to work on electrical systems and equipment that uses or controls electrical power. All work shall be conducted in accordance with the National Fire Protection Agency 70E standard for Electrical Safety in the work place. Contractors must not operate electrical tools or equipment in wet areas or areas where potentially flammable dust, vapors, or liquids are present, unless written authorization is obtained from the OEAM. Contractors should erect barriers and post warning signs to ensure non-authorized personnel stay clear of the work area.

8.15 LADDERS

The location of the ladder and the type of work activity may require additional safety requirements. For example, a ladder positioned next to an opening would require fall protection. The type of work and the work environment also dictates the type of ladder to be used, (e.g., metal ladders shall not be used where there is an electric shock potential.) Ladders must be

inspected for wear or damage prior to use. Ensure the ladder is used as intended and within the designated specifications. Avoid overhead obstructions when setting up a ladder. Ensure all ladders have appropriate feet and rest on a solid base. Position the ladder properly. Good rules of thumb for ladder positioning are the use of the palm test.

- Stand with your arms out straight ahead
- Place your toes against the bottom of the ladder
- Make sure your palms touch the shoulder level rung
- Place a ladder one foot out from a vertical surface for every four feet of ladder height.
- Stabilize a straight/extension ladder with a tie off near the upper support unless a co-worker stabilizes the ladder.
- Keep a three-point contact when climbing or working on a ladder.

8.16 FALL PROTECTION

Full body harnesses with shock-absorbing lanyard of less than six feet or retractable lanyard of any length are to be used where fall protection is required by governmental regulations. Fall protection equipment is to be inspected prior to use. The equipment must be free of rips, tears, nicks, and deterioration. Lanyard snap hooks (double release type only) must work properly. At a minimum, use when working more than 4 feet (General Industry Standard) or 6 feet (Construction Standard) above the floor/ground, while having no handrails or means for eliminating a fall potential. Additionally, working/moving from a manlift, bucket truck, or boom requires the use of fall protection. The lanyard is to be fastened to approved fall protection points only. To assure your safety, attach the lanyard only to:

- Lines installed specifically for fall protection purposes
- Approved structural materials
- Connection points on lifts or buckets
- Scaffolds specifically designed to handle a fall protection device
- A lanyard must be hooked according to the manufacturer's recommendations.

8.17 FORKLIFT OPERATION

Contractors operating forklifts shall have training and a valid license. Contractors are not allowed to use Office of Facilities Management forklifts. The use of internal combustion engine equipment (propane, diesel) indoors is discouraged.

Do not operate forklifts if certification has expired. When parked, keep the forks or platform in the lowered position. When traveling, forklifts or platforms must be in a lowered position. Never allow anyone to stand on or pass under elevated forklifts. Wear the seat belt provided.

8.18 SAFE MOBILE CRANE OPERATION

It is mandatory that personnel who operate mobile cranes be trained on the crane to be operated. Operators must be qualified on the cranes and the aerial lifts that they operate and know the clearance requirements for working near overhead-energized lines. All other employees must be

familiar with basic crane safety and also be aware of clearance requirements when directing crane movements.

8.19 **HAND TRUCK SAFETY**

Never overload hand trucks or dollies and always be sure the load is properly balanced and is safe to move without fear of tipping or turning over. If needed, secure the load with bungee straps, strap and ratchets, chains or similar devices.

8.20 **OVERHEAD WORK**

At the beginning of each job, before initially going on any roof, tank or vessel roof, OEAM must be notified. Contractor must assess the condition of the roof prior to performing work and must evaluate potential exposure to electrical utilities. Certain roofs present special hazards due to their inability to bear weight. Contractors must determine additional safety practices when structural weaknesses are suspected regardless of the materials of construction. Safety harness and fall protection systems must be worn while on any roof. Contractor must submit a detailed safety plan to OEAM prior to any roof repairs. Under no circumstance will debris or material be thrown or dropped from any roofs under OEAM purview. When working overhead, the area below must be roped off with appropriate signage or other equivalent measures taken to protect workers in the area.

8.21 **LASERS AND RADIATION SAFETY**

Lasers and radiation may only be used by persons who have completed a recognized course. Radiation-producing equipment includes but is not limited to gauges installed in power plants that detect the presence or absence of coal or water, portable gauges used by construction inspectors, radiography cameras used by licensed Contractors, and other laboratory instrumentation. All radiation areas shall be roped off and marked conspicuously with signs that bear the radiation symbol and the words "caution – radiation area." The barrier rope shall be magenta and yellow.

Contractors shall only use power tools that are double insulated or equipped with grounded power cords. Ground Fault Interrupters (GFI) or other similar devices shall be used in wet or damp locations.

8.23 **POWDER ACTUATED TOOLS**

Contractors who operate powder-actuated tools must be properly trained in their use and carry a valid operator's card provided by the equipment manufacturer. Each powder-actuated tool must be stored in its own locked container when not being used. A sign at least 7 inches by 10 inches with bold face type reading "**POWDER-ACTUATED TOOLS IN USE**" must be conspicuously posted when the tool is being used. Powder-actuated tools must be left unloaded until they are actually ready to be used. Powder-actuated tools must be inspected for obstructions or defects each day before use. All Powder-actuated tool operators must have and use appropriate personal protective equipment such as hard hats, safety goggles, safety shoes and ear protectors.

8.24 SCAFFOLD SAFETY

When erecting scaffolds at a height greater than four feet personnel will use appropriate fall restraint equipment. Only trained and qualified personnel shall erect, modify or tear down scaffolds. Scaffolding shall be erected so as not to interfere with equipment. Scaffolding shall be sized to provide adequate working space for personnel and the task(s). Toe boards and mid and top guard rails shall be installed on scaffolds. Scaffolds over or near a walkway shall be securely screened from the toe board to the top guardrail. A scaffold shall not be used unless recently inspected and a scaffold inspection tag is attached and verified before each shift. All scaffolds will be assembled using construction grade, medium quality scaffolding. Access to scaffold platforms shall not require climbing over guardrails.

8.25 WINDOW WASHING SAFETY

Window washing shall be conducted using suspended scaffolds (single or two points), a boatswain's chair, or other OSHA compliant method. Scaffolding apparatus shall comply with the requirements of 29 CFR 1910.28. Window washing anchors located on any Office of Facilities Management building shall be verified by the window washing contractors. All reports or inspections of anchor points shall be provided to OEAM.

8.26 OBSTRUCTIONS

Access to building entrances, lobbies, corridors, aisles, stairways, doors and exits must be kept free and clear during normal work hours. Access to emergency equipment must be maintained at all times. Contractors must not move or relocate emergency equipment without written approval from OEAM.

8.27 BANNED AND RESTRICTED CHEMICALS

Banned Chemicals

The chemicals listed in the sections below will not be brought on Office of Facilities Management sites.

ChloroFluoro Compounds

Contractors are not to bring any of the following CFCs onto Office of Facilities Management sites. These CFCs are banned because of their ozone-depleting potential.

Common Name	Chemical Name	Formula	CAS #
CFC-11	Trichlorofluoromethane	CFCl_3	75-69-4
CFC-12	Dichlorodifluoromethane	CCl_2F_2	75-71-8
CFC-13	Chlorodifluoromethane	CF_3Cl	75-72-9
CFC-111	Pentachlorofluoroethane	C_2FCl_5	354-56-3
CFC-112	1,2-Difluorotetrachloroethane	$\text{C}_2\text{F}_2\text{Cl}_4$	76-12-0
CFC-113	Trichlorotrifluoroethane	$\text{CCl}_2\text{F}-\text{CClF}_2$	76-13-1
CFC-114	Dichlorotetrafluoroethane	$\text{CF}_2\text{Cl}-\text{CClF}_2$	76-14-2
CFC-115	Monochloropentafluoroethane	$\text{CClF}_2-\text{CF}_3$	76-15-3

CFC-211	Heptachlorofluoropropane	C ₃ Cl ₇ F	422-78-6
CFC-212	Hexachlorodifluoropropane	C ₃ F ₂ Cl ₆	3182-26-1
CFC-213	Pentachlorotrifluoropropane	C ₃ F ₃ Cl ₅	2354-06-5
CFC-214	Tetrachlorotetrafluoropropane	C ₃ F ₄ Cl ₄	29255-31-0
CFC-215	1,2,2-Trichloropentafluoropropane	C ₃ F ₅ Cl ₃	1599-41-3
CFC-216	1,2-Dichlorohexafluoropropane	C ₃ F ₆ Cl ₂	42560-98-5
CFC-217	Heptafluoropropyl chloride	C ₃ F ₇ Cl	422-86-6
Phase out of some of these CFCs used in chillers and air conditioning units is currently in progress			

Halons

Contractors' are not to bring any of the following halons onto OEAM site. As CFCs, the halons are banned because of their potential to deplete the stratospheric ozone layer.

Common Name	Chemical Name	Formula	CAS #
Halon 1211	Bromochlorodifluoromethane	CBrClF ₂	353-59-3
Halon 1301	Bromotrifluoromethane	CBrF ₃	75-63-8
Halon 2402	1,2-Dibromotetrafluoroethane	C ₂ Br ₂ F ₄	25497-30-7
These chemicals are currently permitted for use in fire extinguishers but will be phased out.			

Glycol Ethers

2-methoxyethanol	CAS# 109-86-4
2-methoxyethanol acetate	CAS# 110-49-6
2-ethoxyethyl acetate	CAS# 111-15-9
2-ethoxyethanol	CAS# 110-80-5
Diethylene glycol dimethyl ether	CAS# 111-96-6

Asbestos

Asbestos-containing material is not allowed in any new construction or for use in building modifications or repairs on any the Facilities Management sites.

RESTRICTED CHEMICALS

The Contractors' should attempt to find less hazardous substitutes for chemicals listed in this section.

- Confirmed and strongly suspected human carcinogens such as arsenic, beryllium, chromic acid, and radioactive material in unsealed sources;
- Highly toxic and/or highly flammable gasses such as arsine, chlorine, diborane, dichlorosilane, hydrogen, and phosphine;

- Pyrophoric chemicals such as diborane, diethyl telluride, and silane;
- Sensitizers such as ethylenediamine and methylene bisphenyl isocyanate (MDI);
- Unstable and/or highly reactive chemicals that may cause explosions such as hydrazine, liquid oxygen, red phosphorous, and perchloric acid;
- Chemicals on EPA's 33/50 List:

Name	Formula	CAS #	Name	Formula	CAS #
Dichloromethane	CH ₂ Cl ₂	75-09-2	Cadmium Compounds	-	-
Chloroform	CHCl ₃	67-66-3	Chromium Compounds	-	-
Carbon tetrachloride	CCl ₄	56-23-5	Cyanide Compounds	-	-
Trichloroethylene	C ₂ HCl ₃	79-01-6	Lead Compounds	-	-
1,1,1-Trichloroethane	C ₂ H ₃ Cl ₃	71-55-6	Mercury Compounds	-	-
Tetrachloroethylene	C ₂ Cl ₄	127-18-4	Nickel Compounds	-	-
Methyl Ethyl Ketone	C ₄ H ₈ O	78-93-3			
Benzene	C ₆ H ₆	71-43-2			
Methyl Isobutyl Ketone	C ₆ H ₁₂ O	108-10-1			
Toluene	C ₇ H ₈	108-88-3			

***NOTE: OEAM ENCOURAGES GREEN BUILD PRODUCTS AND CHEMICALS.**

8.28 ACRONYMS

CFS's- Carbon, Fluorine and Hydrogen (Chlorofluorocarbons)

MSDS- Material Safety Data Sheets

OSHA-Occupational Safety and Health Act

ACBM-Asbestos Containing Building Material

PCBM-Potential Asbestos Containing Building Material

HCFC- Hydrogen, Fluorine, and Carbon- Hydrochlorofluorocartons

EPA-Environmental Protection Agency

SWPP-Storm Water Pollution Plan

NOI-Notice of Intent

PCB-Polychlorinated biphenyl

GFI-Ground Fault Interrupters

CFR-Code of Federal Regulations

EXHIBIT E

DISPUTE RESOLUTION PROCEDURES

DISPUTE RESOLUTION PROCEDURES

1. If Service Provider contends it is entitled to compensation or any other relief from City or if there are any disagreements over the scope of Services or proposed changes to the Services, Service Provider shall, without delay and within three (3) days of being aware of its circumstances giving rise to Service Provider's claim, provide written notice of its claim to City. If Service Provider fails to give timely notice as required by this subsection or if Service Provider commences any alleged additional work without first providing notice, Service Provider shall not be entitled to compensation or adjustment for any such work to the extent timely notice was not provided. Such notice shall include sufficient information to advise City of the circumstances giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such request. Within ten (10) days of the date that Service Provider's written notice to City is required under this subsection, Service Provider shall submit a Proposed Change Document relating to the claim meeting the requirements of Subsection 7.4 of this Agreement.
2. The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Service Provider and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Services.
3. If a dispute or disagreement cannot be resolved informally Service Provider Authorized Representative and Authorized City Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties exchange relevant information that will assist the parties in resolving their dispute or disagreement.
4. If City and Service Provider are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternative dispute resolution.

DESIGNATION MEMO



CITY OF ATLANTA

DEPARTMENT OF PROCUREMENT

SUITE 1900

55 TRINITY AVENUE, SW

ATLANTA, GA 30303

(404) 546-1000

Andre Dickens
Mayor

Jaideep Majumdar
Chief Procurement Officer

Excellence in VALUE CREATION through Partnership, Collaboration, and Innovation

MEMORANDUM

TO: Jason Sankey, Chief Information Officer- Department of Atlanta Information Management

FROM: Jaideep Majumdar, Chief Procurement Officer

DS
jm

RE: Notice of Designation Memo for - SP-S-/DAIM/2210-1230127, Covendis On-Call IT Services

DATE: 11/30/2022

Pursuant to Atlanta City Code Section 2-1191.1, the Chief Procurement Officer may initiate a procurement above the small purchase amount specified in Section 2-1190 where he determines that an unusual or unique situation exists that make the application of all requirements of competitive sealed bidding or competitive sealed proposals contrary to the public interest. Such procurement does not technically qualify as Sole Source procurement under Code Section 2-1191. Any Special Procurement under this Section is conducted with such competition as practicable under the circumstances. The Chief Procurement Officer in the contract file shall include a written determination of the basis for the procurement and for the selection of the contractor.

This Special Procurement request is for authorization for Department of Atlanta Information Management (“**DAIM**”) to procure on-call IT services as needed to support the City’s IT Systems. An agreement with uWork.com, Inc. d/b/a Covendis Technologies, Inc. will focus support with temporary information technology (“IT”) staffing from vendor managed services (“VMS”) for the City of Atlanta.

Having investigated of the available sources regarding the materials, goods and/or services stipulated herein pursuant to § 2-1191 of the City of Atlanta Code of Ordinances, Special Procurement, and my findings are the following:

1. The City of Atlanta has utilized uWork.com for the staffing of various IT positions for the Department of Atlanta Information Management (DAIM), Department of Transportation (DOT), Department of Public Works (DPW), Department of

Watershed Management (DWM), Municipal Court and Atlanta Judicial Agency, Department of Aviation (DOA), and Department of City Planning (DCP);

2. Previously, there were two different Cooperative Agreements that were unsuccessful in an effort to continue vendor managed services with uWork.com. City of Atlanta's Agreement CP-S-1200570, Covendis On-Call IT Services could not execute Amendment No. 6 because the State of Connecticut did not renew Contract Number 14PSX0338. The second attempt to establish a cooperative agreement with State of Tennessee's Contract SWC#387, Edison Contract #73706 as the State would not provide written authorization for the City of Atlanta's use of the underlying cooperative agreement because the State of Tennessee does not allow use by any Out of State Agency;
3. Additionally, the Department of Atlanta Information Management ("**DAIM**") conducted market research for two other Cooperative Agreement contracts from the State of Texas and the State of Minnesota. However, one contract resulted in having no renewal options and the other had an upcoming expiration date;
4. DAIM's need for a Special Procurement is evident due to these circumstances and the service component that uWork.com, Inc., d/b/a Covendis Technologies, Inc. fulfills by helping with customized web-based research as services and not as a licensed software;
5. uWork.com, Inc. dba Covendis Technologies, Inc. has built a comprehensive suite of a-la-carte Vendor Managed Services and developed a Vendor Management Solution (VMS), which is an intuitive and flexible web-based platform, to help companies and organizations easily engage and manage their SOW suppliers;
6. These services are all critical to DAIM and furthermore are used to assist in the assessment, planning and implementation of technology goals and objectives;
7. **The cost of services:** This Special Procurement request cost of services with **uWork.com, Inc. d/b/a Covendis Technologies, Inc.** shall not exceed Three Million Nine Hundred Twenty-Three Thousand Dollars and Zero Cents (\$3,923,000.00). This Special Procurement authorization shall be retroactively effective August 12, 2022, through August 11, 2023, for a term of one (1) year with two (2), one (1) year renewal options.

If you have any questions, please email your Contract Specialist, Brandi Stanley, via email brastanley@atlantaga.gov.

I, Jaideep Majumdar, by the authority vested in me pursuant to § 2-1191.1 of the City of Atlanta Code of Ordinances, do hereby approve, direct, and authorize the Special Procurement for professional services to be provided by **uWork.com, Inc. d/b/a Covendis Technologies, Inc.**

CC: Brandi Stanley, Contract Specialist
Tapika Howard, Procurement Manager
Dana Greer, Deputy Chief Procurement Officer

DS
DMJG

APPENDIX A: OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS
(Not Applicable)

APPENDIX B: INSURANCE AND BONDING REQUIREMENTS

APPENDIX B
INSURANCE REQUIREMENTS
SP-S/DAIM/2209-1230127, Covendis On-Call IT
Services.

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **To the extent permitted by applicable law, the City of Atlanta (“City”) reserves the right to adjust or waive any insurance requirements contained in this Appendix B and applicable to the agreement.**

1. Evidence of Insurance Required Before Work Begins

No work under the agreement may be commenced until all insurance requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance requirements required by this Appendix B and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

2. Higher Limits to Apply

If the contractor maintains broader coverage and/or higher limits than the minimums requested in this document, the City of Atlanta requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Atlanta.

3. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City

certifying that all insurance requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance under the agreement must meet the following requirements:

- i) Best's rating not less than A-,
- ii) Best's Financial Size Category not less than Class VII, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy issued by an insurer acceptable to City and submits to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

4. Insurance Required for Duration of Contract

All insurance required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

5. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

Enterprise Risk Management
68 Mitchell St. Suite 9100
Atlanta, GA 30303
Email: RiskCOI@AtlantaGa.Gov

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

6. Electronic Submission of Proof of Insurance Required Upon Renewal

Proof of current insurance coverage is required upon each insurance renewal term. Sixty days prior to your Certificate of Insurance expiration, you will receive an automated email (to the contact email you provided to the City of Atlanta Department of Procurement) from notifications@origamirisk.com which contains a personalized link that will be used to upload your proof of insurance documents. Per your contract, it is required that you upload your proof of insurance prior to the expiration date of your insurance coverage. Please contact your contract specialist with the Department of Procurement should you have any questions or need any further assistance regarding this requirement.

7. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Accord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Accord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Accord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

8. Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Enterprise Risk Management** at **68 Mitchell Street, Suite 9100, Atlanta, Georgia 30303**, RiskCOI@AtlantaGa.Gov.

9. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

10. Additional Insured Endorsements Form CG 20 26 07 04 or equivalent

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. **Contractor/Consultant must submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional**

Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.

11. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all Subcontractor/Consultants/subconsultants at all tiers to be sufficiently insured based on the scope of work performed under this agreement.

12. Self Insured Retentions, Deductibles or Similar Obligations

Any self-insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

B. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement.

Workers' Compensation. **Statutory**

Employer's Liability:

Bodily Injury by Accident/Disease	\$1,000,000.00 each accident
Bodily Injury by Accident/Disease	\$1,000,000.00 each employee
Bodily Injury by Accident/Disease	\$1,000,000.00 policy limit

C. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000.00 per occurrence subject to a \$2,000,000.00 aggregate.** The following indicated extensions of coverage must be provided:

- ☒ Contractual Liability
- ☒ Broad Form Property Damage
- ☒ Premises Operations
- ☒ Personal Injury
- ☒ Advertising Injury
- ☒ Fire Legal Liability
- ☒ Medical Expense
- ☒ Independent Contractor/Consultants/Subcontractor/Consultants
- ☒ Products – Completed Operations
- ☒ Additional Insured Endorsement* (primary& non-contributing in favor of the City of Atlanta)
- ☒ Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000.00** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- ☒ Owned, Non-owned & Hired Vehicles
- ☒ Waiver of Subrogation in favor of the City of Atlanta

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

E. Excess or Umbrella Liability Insurance

Contractor/Consultant shall procure and maintain a policy providing Excess or Umbrella Liability Insurance which is at least as broad as the underlying policy. This insurance, which shall be maintained throughout the life of the contract, shall be in an amount of not less than **\$5,000,000 per occurrence**.

- ☒ Coverage must follow form with primary policy
- ☒ May be used to achieve minimum liability limits
- ☒ Coverage must be as broad as primary policy

F. Professional Liability Insurance

Contractor/Consultant shall procure and maintain during the life of this contract Professional Liability Insurance in an amount of **\$10,000,000.00** per occurrence and annual aggregate. The policy will fully address the Contractor/Consultant's professional services associated with the scope of work contained in this document. The policy will include at least a three-year Extended Reporting Provision.

Service Provider shall purchase Liquor Liability Insurance if Lessee is in the business of serving or selling alcohol for a fee with limits of at least \$ Per Occurrence Bodily Injury and Property Damage. Coverage may also be satisfied through an endorsement to Service Provider's Commercial General Liability Policy.

G. Primary and Non-Contributory

Contractor/Consultant coverage shall be Primary and Non-Contributory where permissible.

H. Higher Limits to Apply

If the contractor maintains broader coverage and/or higher limits than the minimums requested in this document, the City of Atlanta requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Atlanta.

END OF DOCUMENT



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0031

Meeting Date: 1/18/2023

Department

Community Development

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

Request approval of a recommended proposal - Department of Community Development, 22RFP026A-CJC, Housing Rehabilitation Program in the amount of \$864,254.61 with Meals on Wheels, Inc. (Atlanta, GA), to provide housing rehabilitation services including general program administration, marketing, customer relations, applicant screening and qualification, project management, contractor oversight and reporting. Effective upon BOC approval through December 31, 2024. 100% grant funded.

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

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

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

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

The Department of Community Development ("Community Development") recommends approval of a contract with Meals on Wheels, Inc in the amount of \$864,254.61 (\$312,759.61 in CDBG grant funds and \$551,495.00 in HOME grant funds) to deliver its Owner-Occupied Housing Rehabilitation Program.

The Owner-Occupied Rehabilitation Program is funded by Federal grant funds awarded to Fulton County by the U.S. Department of Housing and Urban Development (HUD). The implementing agency will administer the Owner-Occupied Rehabilitation Program and is responsible for executing all program activities in compliance with the adopted policies, procedures, and applicable HUD regulations. Community Development is responsible for general oversight of the program, which include policy oversight and community relations issues associated with the program.

The Fulton County Consolidated Plan and 2022 Annual Action Plan include housing rehabilitation as a service delivered to constituents of Fulton County.

Scope of Work: The Owner-Occupied Rehabilitation Program provides a mechanism for eligible homeowners to bring their eligible house into compliance with local codes and provide safe, decent housing for lower income individuals. Program funds are issued to contractors that perform specified repairs to the dwellings of eligible homeowners.

Community Impact: Community Development, through the recommended Housing Rehabilitation Program, will be able to deliver quality housing improvement services to Fulton County constituents.

Department Recommendation: After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee determined that the proposal submitted by Meals on Wheels be recommended to deliver housing rehabilitation services for Community Development as required by HUD.

Project Implications: Granting approval will allow Community Development to meet HUD's Consolidated Plan requirements for neighborhood sustainability for homeowners and meet the needs of Fulton County constituents.

Community Issues/Concerns: The Department has not identified any community issues or concerns regarding this request.

Department Issues/Concerns: The Department has not identified any departmental issues or concerns regarding this request

Contract Modification: This is a new procurement

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

Contract Value: \$864,254.61

Prime Vendor: Meals on Wheels

Prime Status: Non-Profit

Location: Atlanta, GA

County: Fulton County

Prime Value: \$864,254.61 or 100.00%

Subcontractor: Allusions Design and Construction

Subcontractor Status: African American Female Business Enterprise- Certified

Location: Alpharetta, GA
County: Fulton County
Contract Value: \$TBD

Subcontractor: Clearview Contractors, Inc.
Subcontractor Status: African American Male Business Enterprise -Non- Certified
Location: Snellville, GA
County: Gwinnett County
Contract Value: \$TBD

Subcontractor: Continental Engineering & Construction Co.
Subcontractor Status: African American Male Business Non-Certified
Location: Atlanta, GA
County: Fulton County
Contract Value: \$TBD

Subcontractor: Energy Construction Solutions, Inc.
Subcontractor Status: African American Male Business Enterprise-Non-Certified
Location: Stockbridge, GA
County: Henry County
Contract Value: \$TBD

Subcontractor: Hawk Construction Company, LLC
Subcontractor Status: African American Male Business Enterprise-Certified
Location: Ellenwood, GA
County: DeKalb County
Contract Value: \$TBD

Subcontractor: Holland Legacy
Subcontractor Status: African American Male Business Enterprise-Non-Certified
Location: Atlanta, GA
County: Fulton County
Contract Value: \$TBD

Subcontractor: J & K General Contracting, LLC
Subcontractor Status: African American Male Business Enterprise-Non-Certified
Location: Atlanta, GA
County: Fulton County
Contract Value: \$TBD

Subcontractor: Kanoom Construction, LLC
Subcontractor Status: African American Male Business Enterprise-Non-Certified
Location: Atlanta, GA
County: Fulton County
Contract Value: \$TBD

Subcontractor: Technaserv Corporation
Subcontractor Status: Hispanic Male Business Enterprise-Non-Certified
Location: Atlanta, GA
County: Fulton County
Contract Value: \$TBD

Subcontractor: The Chester Group, Inc.
Subcontractor Status: African American Male Business Enterprise- Certified
Location: Atlanta, GA
County: Fulton County
Contract Value: \$TBD

Subcontractor: The Inspection Company of Georgia, Inc.
Subcontractor Status: Non-Minority
Location: Decatur, GA
County: DeKalb County
Contract Value: \$TBD

Subcontractor: The Sadiq Group, LLC
Subcontractor Status: African American Male Business Enterprise-Non-Certified
Location: Atlanta, GA
County: Fulton County
Contract Value: \$TBD

Subcontractor: The Trivium Group
Subcontractor Status: African American Male Business Enterprise-Non-Certified
Location: Decatur, GA
County: DeKalb County
Contract Value: \$TBD

Subcontractor: Southeast Lead Consultants, Inc.
Subcontractor Status: Non-Minority
Location: Cartersville, GA
County: Bartow County
Contract Value: \$TBD

Subcontractor: Henderson Legal, LLC
Subcontractor Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Contract Value: \$TBD

Subcontractor: Weissman Attorneys at Law
Subcontractor Status: Non-Minority
Location: Atlanta, GA

County: Fulton County
Contract Value: \$TBD

Total Contracting Value: \$864,254.61 or 100.00% (Non-Profit)
Total M/FBE Value: \$TBD

Exhibits Attached

Exhibit 1: Evaluation Committee Recommendation Letter
Exhibit 2: Contractor Performance Memo

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

Stanley Wilson, Director Community Development (404) 612-7378

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$864,254.61
TOTAL: \$864,254.61

Grant Information Summary

Amount Requested:	\$864,254.61	<input type="checkbox"/>	Cash
Match Required:	0	<input type="checkbox"/>	In-Kind
Start Date:	Upon BOC Approval	<input checked="" type="checkbox"/>	Approval to Award
End Date:	December 2023	<input type="checkbox"/>	Apply & Accept
Match Account \$:			

Fiscal Impact / Funding Source

Funding Line 1:

865 121 8621 V109: Community Development Block Grant, Community Development, Housing Rehabilitation- \$18,759.61 -GY20

Funding Line 2:

865 121 8621 V109: Community Development Block Grant, Community Development, Housing Rehabilitation- \$294,000.00 -GY21

Funding Line 3:

461 121 HM19 V111: Home Investment Partnership Program, Community Development, Housing Rehabilitation- \$215,125.00 -GY19

Funding Line 4:

461 121 HM20 V111: Home Investment Partnership Program, Community Development, Housing Rehabilitation- \$200,000.00 -GY20

Funding Line 5:

461 121 HM21 V111: Home Investment Partnership Program, Community Development, Housing Rehabilitation- \$136,370.00 -GY21

Key Contract Terms	
Start Date: Upon BOC Approval	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: None

Overall Contractor Performance Rating: N/A

Would you select/recommend this vendor again? N/A
Choose an item.

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



INTEROFFICE MEMORANDUM

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

FROM: Evaluation Committee Recommendation Letter

DATE: October 27, 2022

PROJECT: 22RFP026A-CJC, Fulton County Housing Rehabilitation Program

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of the Department of Community Development.

Two (2) qualified firms submitted proposals for evaluation and consideration for award of this project:

1. Meals on Wheels Atlanta
2. Push Ministry, Inc.

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by Meals on Wheels Atlanta with a total score of 89.15%, is the recommended vendor for the award of 22RFP026A-CJC, Fulton County Housing Rehabilitation Program.

Evaluation Committee Recommendation Letter

October 27, 2022

Page | 2

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

SELECTION COMMITTEE MEMBERS:

DocuSigned by:
Mia Redd
71BE7B0F0B3D403...

Mia Redd, Deputy Director
Department of Community Development

DocuSigned by:
Kim Benjamin
4F90CCFDB9CD495...

Kimberly Benjamin, Community Development Manager
Department of Community Development

DocuSigned by:
Ann Isaac
554A8CBC75BB40A...

Ann Isaac, Program Manager
Department of Community Development

Evaluation Committee Recommendation Letter

October 27, 2022

Page | 3

EVALUATION CRITERIA	WEIGHT	PUSH Ministry, Inc.	Meals On Wheels Atlanta
Approach to Work	25.0%	20.83%	22.92%
Qualifications of Key Personnel	20.0%	15.0%	18.33%
Relevant Project Experience/Past Performance	35.0%	23.33%	32.08%
Availability of Key Personnel	13.0%	7.58%	10.83%
Service Disabled Veterans Preference	2.0%	0.00%	0.00%
Leverage (Other Non-County Funds or in-Kind Donations)	5.0%	5.00%	4.98%
TOTAL SCORE:	100%	71.75%	89.15

INTEROFFICE MEMORANDUM



TO: Charlie Crockett, Chief Assistant Purchasing Agent
Felicia Strong-Whitaker, Director
Department of Purchasing & Contract Compliance

THROUGH: Mia Redd, Deputy Director
Stanley Wilson, Director
Department of Community Development

FROM: Kim Benjamin, Community Development Manager *KB*
Department of Community Development

DATE: November 22, 2022

SUBJECT: Meals on Wheels

Please be advised that Meals on Wheels, Inc has never done business w/ the Department of Community Development as a Purchasing Contract vendor.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0032

Meeting Date: 1/18/2023

Department

Real Estate and Asset Management

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

Request approval of a Sewer Easement Dedication of 2,614 square feet to Fulton County, Georgia, from Fairfield Springs, LLC, for the purpose of constructing the North Springs Project at 7300 Roswell Road, Alpharetta, Georgia 30076.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The proposed North Springs Project, a commercial development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system prior to the issuance of a Land Disturbance Permit. The easement area to be conveyed to the County consists of 2,614 square feet and located in Land Lot 32 of the 17th District of Fulton County, Georgia.

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

and the addition of a multi-family development.

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

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

Community Issues/Concerns: None.

Department Issues/Concerns: None.

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

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

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

Project Name : North Springs
Tax Parcel Identification No.: 17 0032 LL0528
Land Disturbance Permit No.: 21-078WR
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

**SEWER EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 11th day of January, 2022, between FAIRFIELD SPRINGS, LLC, a corporation duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to FULTON COUNTY and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot 32, -- Section (if applicable) of District 17, Fulton County, Georgia, and more particularly described as follows: To wit:

NORTH SPRINGS

Project Name

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

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

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

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

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

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

Signed, sealed and delivered this 19th day
December, 2022 in the presences of:

GRANTOR: Fairfield Springs, LLC
CORPORATE NAME


Witness

Fairfield Springs LLC
a Georgia limited liability company
By: FRH GP LLC
a Delaware limited liability company, its N
Member Manager


Notary Public


Name: Bryan Condie
Vice President
[CORPORATE SEAL]

[NOTARIAL SEAL]

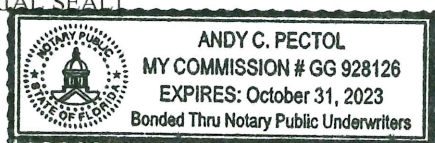
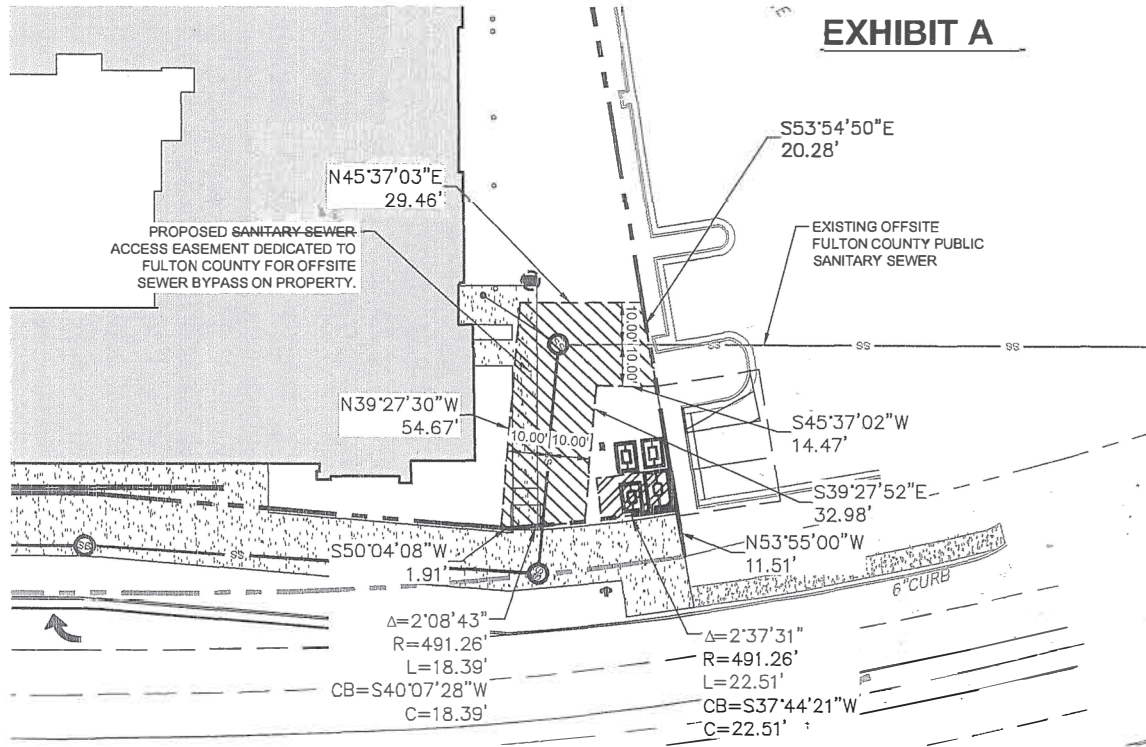


EXHIBIT A

PAGE 533

POINT OF COMMENCEMENT



DS 11/29/2022

BS

Brandon Scott

Fulton County Government

Project #21-078WR



ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 32 OF THE 17TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO REACH THE TRUE POINT OF BEGINNING, COMMENCE AT A POINT AT THE NORTHERLY MOST MITERED INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF DALRYMPLE ROAD (60' R/W) AND THE WESTERLY RIGHT OF WAY OF ROSWELL ROAD A.K.A. STATE ROUTE 9 (80' R/W); THENCE RUNNING ALONG THE MITER SOUTH 25° 43' 13" EAST A DISTANCE OF 35.70 FEET TO A POINT; THENCE RUNNING ALONG SAID RIGHT OF WAY OF ROSWELL ROAD ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 258.43 FEET, (SAID CURVE HAVING A RADIUS OF 838.96 FEET, WITH A CHORD BEARING OF SOUTH 28° 34' 22" WEST, AND A CHORD LENGTH OF 257.41 FEET) TO A 1/2" REBAR WITH CAP, THENCE NORTH 53°55'00" WEST FOR A DISTANCE OF 11.51 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 491.26 FEET, AN ARC LENGTH OF 22.51 FEET, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 37°44'21" WEST FOR A CHORD DISTANCE OF 22.51 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING.

THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 491.26 FEET, AN ARC LENGTH OF 18.39 FEET, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 40°07'28" WEST FOR A CHORD DISTANCE OF 18.39 FEET TO A POINT; THENCE SOUTH 50°04'08" WEST FOR A DISTANCE OF 1.91 FEET TO A POINT; THENCE NORTH 39°27'30" WEST FOR A DISTANCE OF 54.67 FEET TO A POINT; THENCE NORTH 45°37'03" EAST FOR A DISTANCE OF 29.46 FEET TO A POINT; THENCE SOUTH 53°54'50" EAST FOR A DISTANCE OF 20.28 FEET TO A POINT; THENCE SOUTH 45°37'02" WEST FOR A DISTANCE OF 14.47 FEET TO A POINT; THENCE SOUTH 39°27'52" EAST FOR A DISTANCE OF 32.98 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING.

SAID TRACT CONTAINING 0.03 ACRES OR 1306.8 SQUARE FEET MORE OR LESS.

PARCEL IDENTIFICATION NUMBER: 17-0032-LL-052-8

OWNER: FAIRFIELD SPRINGS, LLC

PLAN LEGEND:



SANITARY SEWER ACCESS EASEMENT DEDICATED TO FULTON COUNTY

Kimley»Horn

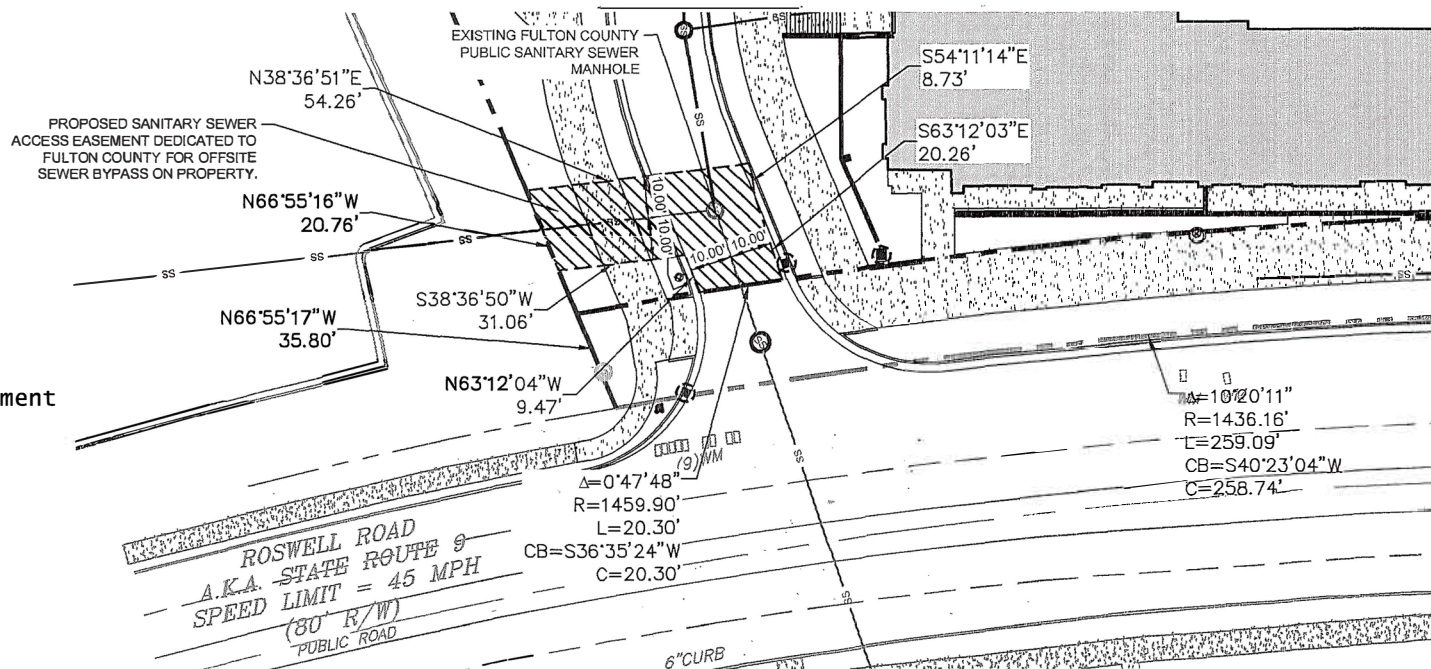
NORTH SPRINGS

FULTON COUNTY SANITARY SEWER EASEMENT DEDICATION

March 24, 2022



DS 11/29/2022
 BS Brandon Scott
 Fulton County Government
 Project #21-078WR



ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 32 OF THE 17TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO REACH THE TRUE POINT OF BEGINNING, COMMENCE AT A POINT AT THE NORTHERLY MOST MITERED INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF DALRYMPLE ROAD (60' R/W) AND THE WESTERLY RIGHT OF WAY OF ROSWELL ROAD A.K.A. STATE ROUTE 9 (80' R/W); THENCE RUNNING ALONG THE MITER SOUTH 25° 43' 13" EAST A DISTANCE OF 35.70 FEET TO A POINT; THENCE RUNNING ALONG SAID RIGHT OF WAY OF ROSWELL ROAD ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 258.43 FEET, (SAID CURVE HAVING A RADIUS OF 838.96 FEET, WITH A CHORD BEARING OF SOUTH 28° 34' 22" WEST, AND A CHORD LENGTH OF 257.41 FEET) TO A 1/2" REBAR WITH CAP, THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 812.02 FEET, AN ARC LENGTH OF 119.96 FEET, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 85°43'23" WEST FOR A CHORD DISTANCE OF 119.85 FEET TO A POINT; THENCE DUE WEST FOR A DISTANCE OF 362.15 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 1436.16 FEET, AN ARC LENGTH OF 259.09 FEET, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 85°01'14" WEST FOR A CHORD DISTANCE OF 258.74 FEET TO A POINT; THENCE NORTH 22°17'08" WEST FOR A DISTANCE OF 35.80 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING.

THENCE NORTH 66°55'16" WEST FOR A DISTANCE OF 20.76 FEET TO A POINT; THENCE NORTH 38°36'51" EAST FOR A DISTANCE OF 54.26 FEET TO A POINT; THENCE SOUTH 54°11'14" EAST FOR A DISTANCE OF 8.73 FEET TO A POINT; THENCE SOUTH 63°12'03" EAST FOR A DISTANCE OF 20.26 FEET TO A POINT; THENCE SOUTH 36°35'24" WEST FOR A DISTANCE OF 20.30 FEET TO A POINT; THENCE NORTH 63°12'04" WEST FOR A DISTANCE OF 9.47 FEET TO A POINT; THENCE SOUTH 38°36'50" WEST FOR A DISTANCE OF 31.06 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING.

SAID TRACT CONTAINING 0.03 ACRES OR 1306.8 SQUARE FEET MORE OR LESS.

PARCEL IDENTIFICATION NUMBER: 17-0032-LL-052-8

OWNER: FAIRFIELD SPRINGS, LLC

PLAN LEGEND:

SANITARY SEWER ACCESS EASEMENT DEDICATED TO FULTON COUNTY
 TOTAL SQ FT 2,613.5

Kimley»Horn

NORTH SPRINGS

FULTON COUNTY SANITARY SEWER EASEMENT DEDICATION

March 24, 2022





Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0033

Meeting Date: 1/18/2023

Department

Real Estate and Asset Management

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

Request approval of a Water Vault Easement Dedication of 269 square feet to Fulton County, a political subdivision of the State of Georgia from Comcast Cable Communications, LLC, for the purpose of constructing the Comcast. Alpharetta Project at 324 Maxwell Road, Alpharetta, Georgia 30009.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The proposed Comcast Alpharetta Project, a commercial development, requires the installation of a water vault. Fulton County development regulations require that all new water line connections acknowledge Fulton County's legal access to the area(s) in which a water service line connection is being made prior to the issuance of a Land Disturbance Permit. The easement area to be conveyed to the County consists of 269 square feet and is located Land Lot 693 of the 1st District,

2nd Section of Fulton County, Georgia.

Community Impact: The community will benefit from the extension of the County's water system and the updating of the fires suppression line for an existing commercial building.

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

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

Community Issues/Concerns: None.

Department Issues/Concerns: None.

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

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

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

Project Name: COMCAST ALPHARETTA - MAXWELL ROAD
Tax Parcel Identification No.: 12 258 108930505
Land Disturbance Permit No.: WRN22-031 TRE220805
Zoning/Special Use Permit No.: N/A
(if applicable)

For Fulton County Use Only

Approval Date: _____

Initials: _____

WATER VAULT EASEMENT (Corporate Form)

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 16th day of DECEMBER, 20 22, between COMCAST CABLE COMMUNICATIONS, LLC, a corporation duly organized under the laws of the State of DELAWARE, party of the first part (hereinafter referred to as Grantor), and FULTON COUNTY, a Political Subdivision of the State of Georgia, party of the second part.

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned from the installation of a water vault, water meter, and appurtenances on subject property, and in consideration of the benefits which will accrue to the subject property from the installation of a water vault, water meter, and appurtenances on the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and assigns the right, title, and privilege of an easement on subject property located in land lot(s) 693 of the 1ST District, 2ND Section (if applicable) of Fulton County, Georgia, and more particularly described as follows: To wit:

COMCAST ALPHARETTA - MAXWELL ROAD

Project Name

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

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

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

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

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

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

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

Signed, sealed and delivered this 6th
day of December, 20 22
in the presence of:

[Signature]
Witness

[Signature]
Notary Public

[NOTARIAL SEAL]



GRANTOR: COMCAST CABLE COMMUNICATIONS LLC
CORPORATE NAME

By: [Signature]

Print Name: BARRY CORCORAN

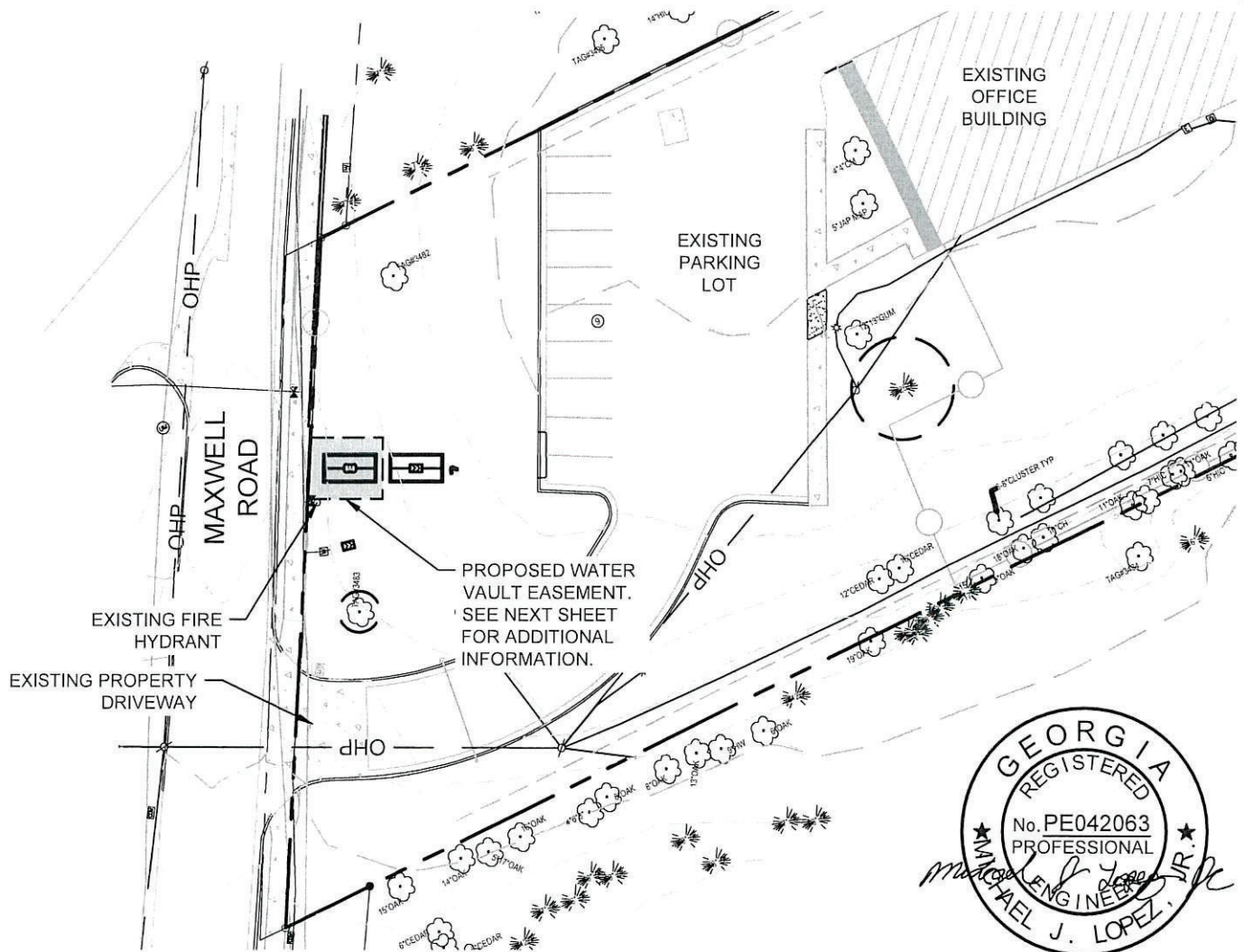
Title: VP, CFO

By: _____

Print Name: _____

Title: _____

[CORPORATE SEAL]



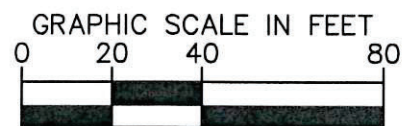
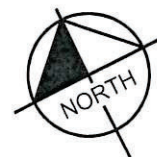
12/06/2022

DS
RZW Ross Williams

Fulton County Government

Project #WRN22-031

GEORGIA811.
 Utilities Protection Center, Inc.
 Know what's below.
 Call before you dig.



Kimley»Horn

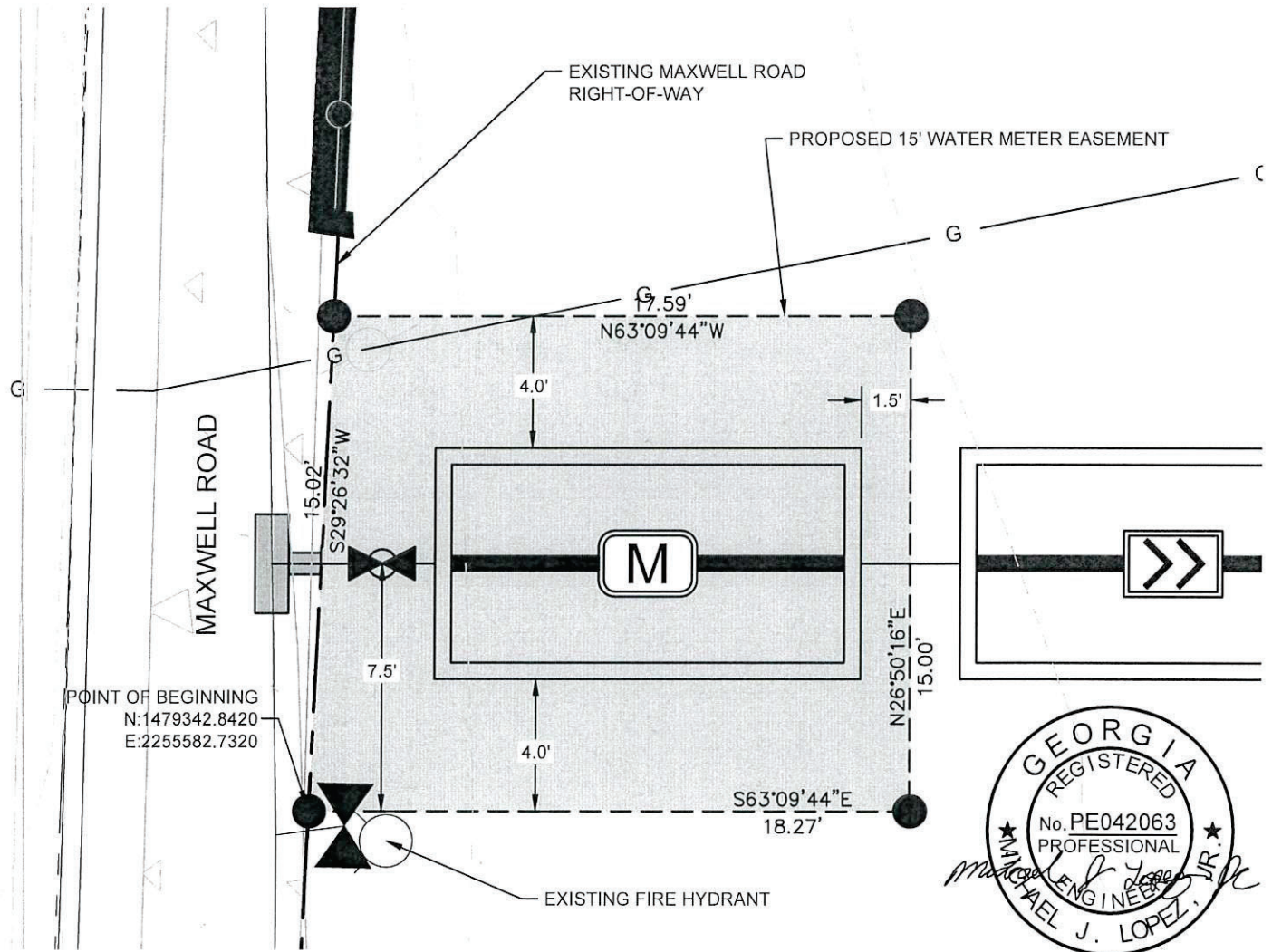
11720 AMBER PARK DRIVE, SUITE 600
 ALPHARETTA, GEORGIA 30009
 PHONE: (770) 619-4280 | www.kimley-horn.com

PROJECT:
**COMCAST
 ALPHARETTA**
 324 MAXWELL RD, ALPHARETTA,
 GA 30009
 LAND LOT 693, 1ST DISTRICT
 PARCEL ID 12 258106930505

TITLE:
**WATER EASEMENT
 EXHIBIT**

CLIENT:
COMCAST CABLE
 2605 CIRCLE 75 PARKWAY SE
 ATLANTA, GA 30339

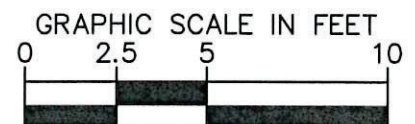
JOB NO.: 018855007
 SCALE: 1" = 40'
 DATE: 12/05/2022
 SHEET:
EXHIBIT A



GEORGIA811.
 Utility Protection Center, Inc.
 Know what's below.
 Call before you dig.

12/06/2022

DS
 RW Ross Williams
 Fulton County Government
 Project #WRN22-031



Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
 ALPHARETTA, GEORGIA 30009
 PHONE: (770) 619-4280 | www.kimley-horn.com

PROJECT:
**COMCAST
 ALPHARETTA**
 324 MAXWELL RD, ALPHARETTA,
 GA 30009
 LAND LOT 693, 1ST DISTRICT
 PARCEL ID 12 258106930505

TITLE:
**WATER EASEMENT
 EXHIBIT**

CLIENT:
COMCAST CABLE
 2605 CIRCLE 75 PARKWAY SE
 ATLANTA, GA 30339


JOB NO.: 018855007
 SCALE: 1" = 5'
 DATE: 12/05/2022
 SHEET:
EXHIBIT A

LEGAL DESCRIPTION:

COMMENCING AT A POINT OF BEGINNING LOCATED AT NORTHING 1479342.8420 AND EASTING 2255582.7320 ON THE EXISTING MAXWELL ROAD RIGHT OF WAY; THENCE BEARING S63°09'44"E A DISTANCE OF 18.27 FEET; THENCE BEARING N26°50'16"E A DISTANCE OF 15.00 FEET; THENCE BEARING N63°09'44"W A DISTANCE OF 17.59'; THEN BEARING S29°26'32"W A DISTANCE OF 15.02 FEET ALONG THE MAXWELL ROAD RIGHT OF WAY RETURNING TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL CONTAINS 268.91 SQUARE FEET (0.0062 ACRES), MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS, RESERVATIONS, RESTRICTIONS, AND CONVEYANCES OF RECORD.

12/06/2022

DS
 Ross Williams
 Fulton County Government

Project #WRN22-031



Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
 ALPHARETTA, GEORGIA 30009
 PHONE: (770) 619-4280 | www.kimley-horn.com

PROJECT:
**COMCAST
 ALPHARETTA**
 324 MAXWELL RD, ALPHARETTA,
 GA 30009
 LAND LOT 693, 1ST DISTRICT
 PARCEL ID 12 258106930505

TITLE:
**WATER EASEMENT
 EXHIBIT**

CLIENT:
COMCAST CABLE
 2605 CIRCLE 75 PARKWAY SE
 ATLANTA, GA 30339

JOB NO.: 018855007
 SCALE: N.A.
 DATE: 12/05/2022
 SHEET:
EXHIBIT A



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0034

Meeting Date: 1/18/2023

Department

Real Estate and Asset Management

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

Request approval of a Sewer Easement Dedication of 13,501 square feet to Fulton County, a political subdivision of the State of Georgia, from Verizon Wireless, LLC., for the purpose of constructing the Verizon Roswell 1 MEC Project at 10500 Old Alabama Connector Road, Alpharetta, Georgia 30076.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The proposed Verizon Roswell 1 MEC Project, a commercial development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system prior to the issuance of a Land Disturbance Permit. The easement area to be conveyed to the County consists of 13,501 square feet and located in Land Lots 738 and 737 of the 1st District 2nd Section of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None.

Department Issues/Concerns: None.

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

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

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

Project Name : Verizon Roswell 1 MEC
Tax Parcel Identification No.: 12275007380424
Land Disturbance Permit No.: 22-043WR
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

**SEWER LINE EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 3rd day of November, 2022, between
Verizon Wireless (VAW) LLC, a corporation duly organized under
the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor), and
FULTON COUNTY, a Political Subdivision of the State of Georgia, party of the second part.

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and assigns the right, title, and privilege of an easement on subject property located in land lot(s) 738 & 737 of the District, ¹ _____ Section (if applicable) of Fulton County, Georgia, and more particularly described as follows: To wit:

Verizon Roswell 1 MEC

Project Name

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

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

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

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

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

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

Signed, sealed and delivered this 3rd
day of November 20 22
in the presence of:

Dumonde Hughes
Witness

Mary Ann D. Csizmadia
Notary Public

[NOTARIAL SEAL]

GRANTOR: Verizon
CORPORATE NAME

By: Laurie M. Gebhardt
Print Name: Laurie M. Gebhardt
Title: Director Network Engineering

By: _____
Print Name: _____
Title: _____

[CORPORATE SEAL]

LINE	BEARING	DISTANCE
L1	N02°15'21"W	43.81'
L2	S87°44'40"W	37.98'
L3	S01°53'00"E	198.31'
L4	S03°02'42"E	71.37'
L5	S24°17'04"W	58.67'
L6	S87°34'13"W	263.08'
L7	N30°03'29"W	67.38'
L8	N59°56'31"E	20.00'
L9	S30°03'29"E	55.28'
L10	N87°34'13"E	238.65'
L11	N24°17'04"E	41.49'
L12	N03°02'42"W	66.71'
L13	N01°53'00"W	249.44'
L14	N89°28'12"E	17.75'
L15	S02°09'21"E	50.52'
L16	N87°44'40"E	2.02'

LAND LOT
738

APPROXIMATE
LAND LOT LINE

LAND LOT
737

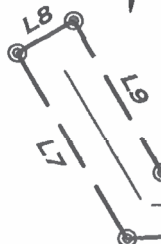
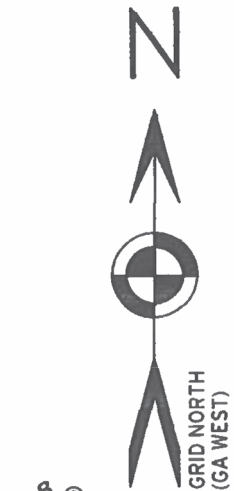
20' SANITARY
SEWER EASEMENT
0.310 ACRES
13,501 SQUARE FEET

N/F
VERIZON WIRELESS, LLC.
PARCEL #12275007380424
D.B.-32127, PG-10

1 STORY BRICK
BUILDING
"VERIZON"

P.O.B.
P.O.C.
CORNER COMMON
TO LAND LOTS
737, 738, 759,
& 760

OLD ALABAMA ROAD CONNECTOR
(VARIABLE WIDTH RIGHT OF WAY)
PUBLICLY DEDICATED



CITY OF ALPHARETTA

CITY OF ROSWELL

20' SANITARY EASEMENT EXHIBIT
10300 OLD ALABAMA ROAD CONNECTOR
ALPHARETTA, GEORGIA 30022

LAND LOTS 737 & 738, 1ST DISTRICT, 2ND SECTION, FULTON COUNTY

JOB #: 213337

DATE: JUNE 21, 2022

Lowery
& Associates
LAND SURVEYING, LLC

317 GRASSDALE ROAD
CARTERSVILLE, GA 30121
770-334-8186
WWW.LOWERYLANDSURVEYS.COM
INFO@LOWERYLANDSURVEYS.COM
GEORGIA C.O.A.: LSF-001102



1 Inch = 60 Feet

All that tract or parcel of land lying and being in Land Lots 737 and 738, in the 1st District, in the 2nd Section, in Fulton County, Georgia, and being more particularly described as follows:

Commencing at a 1-inch open top pipe found at the corner common to Land Lots 737, 738, 759, and 760; Thence leaving said common corner and continuing along the North line of Land Lot 737 South 86 degrees 56 minutes 39 seconds West a distance of 227.84 feet to a 1/2-inch capped rebar found on the Westerly right of way of Old Alabama Connector (having a variable width, publicly dedicated right of way); Thence leaving said Land Lot line and continuing along said right of way of Old Alabama Connector the following courses and distances: North 02 degrees 15 minutes 21 seconds West a distance of 43.81 feet to a 1/2-inch capped rebar found; South 87 degrees 44 minutes 40 seconds West a distance of 37.98 feet to a point, said point being the TRUE POINT OF BEGINNING.

Thence leaving said right of way of Old Alabama Connector South 01 degrees 53 minutes 00 seconds East a distance of 198.31 feet to a point; Thence South 03 degrees 02 minutes 42 seconds East a distance of 71.37 feet to a point; Thence South 24 degrees 17 minutes 04 seconds West a distance of 58.67 feet to a point; Thence South 87 degrees 34 minutes 13 seconds West a distance of 263.08 feet to a point; Thence North 30 degrees 03 minutes 29 seconds West a distance of 67.38 feet to a point; Thence North 59 degrees 56 minutes 31 seconds East a distance of 20.00 feet to a point; Thence South 30 degrees 03 minutes 29 seconds East a distance of 55.28 feet to a point; Thence North 87 degrees 34 minutes 13 seconds East a distance of 238.65 feet to a point; Thence North 24 degrees 17 minutes 04 seconds East a distance of 41.49 feet to a point; Thence North 03 degrees 02 minutes 42 seconds West a distance of 66.71 feet to a point; Thence North 01 degrees 53 minutes 00 seconds West a distance of 249.44 feet to a point; Thence North 89 degrees 28 minutes 12 seconds East a distance of 17.75 feet to a point on said right of way of Old Alabama Connector; Thence continuing along said right of way of Old Alabama Connector the following courses and distances: South 02 degrees 09 minutes 21 seconds East a distance of 50.52 feet to a 1/2-inch capped rebar found; North 87 degrees 44 minutes 40 seconds East a distance of 2.02 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said tract of land contains 0.310 acres (13,501 square feet).



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0035

Meeting Date: 1/18/2023

Department

Real Estate and Asset Management

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

Request approval of a Resolution authorizing the transfer of approximately 4063.66 square feet of County-owned real property from the rear portion of Fulton County real property located on 9665 Dogwood Road, Roswell, Georgia to the Georgia Department of Transportation for the purpose of constructing the GA 400 Express Lane Project in the 1st District, 2nd Section, Land Lots 536 and 537, Fulton County, Georgia; and for other purposes.

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

Pursuant to Fulton County Code § 1-117, the Board of Commissioners has exclusive jurisdiction and control over directing and controlling all the property of the county, as they may deem expedient, according to law. O.C.G.A. § 36-9-2 authorizes Fulton County to sell, grant, lease, rent, convey, or transfer any real property owned by the County and O.C.G.A. § 36-9-3(a)(2)(A) authorizes the granting of rights of ways without a competitive process.

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The Department of Real Estate and Asset Management received a request from the Georgia Department of Transportation (“GDOT”) to acquire approximately 4063.66 square feet of

right of way from the rear portion of a Fulton County owned parcel of land located at 9695 Dogwood Road, Roswell, Georgia 30075.

The acquisition of right of way is necessary to construct (2) two additional travel lanes on South GA 400 for purpose of improving traffic flow and reducing air pollution caused by vehicular emissions.

In accordance with County policy, prior to the disposition of real property the Department of Real Estate and Assets Management, (DREAM) and the Department of Public Works completed an internal assessment of the subject property consisting of approximately 4,063.66 square feet / 0.093 acres and concluded the subject property is not essential for the operational needs of Fulton County and recommends the donation of the requested real property rights to the GDOT for construction of planned roadway improvements.

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

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

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

Project Implications: Because of the subject property's irregular shape, in exchange for the donation of right of way, GDOT revised their construction plans to minimize the impact to current onsite operations. As a condition of the exchange of property rights, Fulton County will have continued use of an existing driveway and a surface area that is being used by the Department of Public Works for storage of operational supplies.

Community Issues/Concerns: No issues or concerns have been identified.

Department Issues/Concerns: None.

1 **A RESOLUTION AUTHORIZING THE TRANSFER OF APPROXIMATELY 4063.66**
2 **SQUARE FEET OF COUNTY-OWNED REAL PROPERTY FROM THE REAR**
3 **PORTION OF FULTON COUNTY REAL PROPERTY LOCATED ON 9665 DOGWOOD**
4 **ROAD, ROSWELL, GEORGIA TO THE GEORGIA DEPARTMENT OF**
5 **TRANSPORTATION FOR THE PURPOSE OF CONSTRUCTING THE GA 400**
6 **EXPRESS LANE PROJECT; AND FOR OTHER PURPOSES.**

7
8 **WHEREAS**, Fulton County, Georgia, ("Fulton County") is a political subdivision
9 of the State of Georgia, existing as such under and by the Constitution, statutes, and
10 laws of the State of Georgia; and

11 **WHEREAS**, Fulton County on July 5, 1968 acquired fee simple ownership of the
12 subject real property and all improvements located at 9665 Dogwood Road, Roswell,
13 Georgia (the "Property") by virtue of a certain Warranty Deed from Henry T. Wigenton
14 as recorded in Deed Book 4924, Page 115, Fulton County Records; and

15 **WHEREAS**, the Georgia Department of Transportation ("GDOT") desires to
16 construct the GA 400 Express Lane Project requiring the acquisition of a rear portion of
17 Fulton County real property located on 9665 Dogwood Road, PROJECT NO. MSL00-
18 0001-00(757) (the "Project"), in the 1st District ,2nd Sections Land Lots 536 and 537 and
19 more particularly described in Exhibit "A", attached hereto and incorporated herein by
20 this reference; and

21 **WHEREAS**, GDOT has requested that Fulton County donate the required real
22 property rights in exchange for GDOT continuing to permit use by the Fulton County
23 Department of Public Works of existing onsite encroachments, to include driveway
24 access and continued storage of water meters and operational supplies, in the existing
25 right of way; and

26 **WHEREAS**, Fulton County is agreeable to transferring approximately 4,061.66
27 square feet of real property within the Property to GDOT for the express purpose of

1 facilitating the construction of the Project to promote efficiency of traffic flow in Fulton
2 County; and

3 **WHEREAS**, pursuant to Fulton County Code § 1-117, the Board of
4 Commissioners has exclusive jurisdiction and control over directing and controlling all
5 the property of the county, as they may deem expedient, according to law and O.C.G.A.
6 § 36-9-3(a)(2)(A) authorizes the granting of rights of ways without a competitive
7 process.

8 **NOW THEREFORE BE IT RESOLVED**, that the Board of Commissioners hereby
9 approves the donation of approximately 4,063.66 square feet of County-owned real
10 property to the Georgia Department of Transportation, as more particularly described in
11 Exhibit “A” attached hereto, for the purpose of the constructing the GA 400 Express
12 Lane Project located in the city of Roswell, in the 1st District, 2nd Section Land Lots 536
13 and 537 of Fulton County, Georgia.

14 **BE IT FURTHER RESOLVED** that the Chairman of the Board of Commissioners
15 shall be authorized and directed to execute and deliver such appropriate right of way
16 deeds or other necessary documents to the Georgia Department of Transportation to
17 complete the donation of the Property.

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

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

1 **SO PASSED AND ADOPTED**, this ____ day of _____ 2023.

2
3 **ATTEST:**

BY:

4
5 _____
6 Tonya R. Grier
7 Clerk to the Commission
8
9
10

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

11 **APPROVED AS TO FORM:**

12
13 _____
14 Name: Y. Soo Jo
15 Office of the County Attorney

After recording, please return to:
The Samuels Firm
Dale R. "Bubba" Samuels, LLC
Post Office Box 1926
Buford, Georgia 30515

GEORGIA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY DEED
600 W. Peachtree NW, Suite 1400, Atlanta, GA 30308

GEORGIA, _____ COUNTY

PROJECT NO. MSL00-0001-00(757)
P.I. NO. 0001757

THIS CONVEYANCE made and executed the ____ day of _____, 2023.

WITNESSETH that Fulton County, a political subdivision, the undersigned, (hereinafter referred to as 'Grantor'), is the owner of a tract of land in Fulton County on the SR 400 from I285/Fulton to McFarland Road/Forsyth-Express Lanes, known as Project No. MSL00-0001-00(757) has been laid out by the Department of Transportation being more particularly described in a map and drawing of said road in the office of the Department of Transportation, 600 West Peachtree St., Atlanta, Georgia, to which reference is hereby made.

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

All that tract or parcel of land lying and being in Land Lots 529, 530, 535, 536 of the 1st Land District 2nd Section of Fulton County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereto by this reference.

Said right of way is hereby conveyed, consisting of 0.093 acres, more or less, as shown colored yellow on the plat of the property prepared by the Department of Transportation, dated April 13, 2021; said plat attached hereto and made a part of this deed as Exhibit "B".

For the same consideration Grantor hereby conveys and relinquishes to the Department of Transportation all rights of access between the limited access highway and approaches thereto on the above numbered highway project and Grantor's remaining real property from which said right of way is taken except at such points as designated and shown on the attached plat prepared by the Department of Transportation said right being 270.68 linear feet.

Parcel No. 467

Fulton County and the Georgia Department of Transportation acknowledge that Fulton County that has two encroachments within the right of way of State Route 400 onsite at the subject property. Fulton County's driveway access and onsite surface storage will be permitted encroachments until such time that these areas are required for the improvement of State Route 400. Should it become necessary that these encroachments be removed and or altered Fulton County will be responsible for the removal of all items onsite within the existing right of way and the alteration of its driveway access at no cost or liability to the Georgia Department of Transportation.

TO HAVE AND TO HOLD the said conveyed premises in fee simple and any rights Grantor has or may have in and to existing public rights of way are hereby quitclaimed and conveyed unto the Department of Transportation. Grantor hereby warrants that Grantor has the right to sell and convey said land and bind himself, his heirs, executors and administrators forever to defend by virtue of these presents.

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

Fulton County, a political subdivision of the State of Georgia

Signed, sealed and delivered this ____ day
of _____, 2023
in the presence of:

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

Witness

Attest: _____
Tonya R. Grier
Clerk to the Commission

[Notarial Seal]

APPROVED AS TO FORM

Y. Soo Jo, County Attorney

Parcel No. 467

EXHIBIT "A"

PROJECT NO.: MSL00-0001-00(757)
P. I. NO.: 0001757
PARCEL NO.: 467
COUNTY: Fulton
DATE OF R/W PLANS: April 13, 2021
REVISION DATE: N/A

All that tract or parcel of land lying and being in Land Lots 529, 530, 535, 536 of the 1st Land District 2nd Section of Fulton County, Georgia, being more particularly described as follows:

Right of Way

Beginning at a point 178.46 feet left of and opposite Station 381+70.13 on the construction centerline of SR 400 CL on Georgia Highway Project No. MSL00-0001-00(757); running thence N 18°26'18.7" E a distance of 208.30 feet to a point 224.87 feet left of and opposite station 383+73.19 on said construction centerline laid out for SR400 Existing Mainline; thence N 19°19'50.0" E a distance of 27.41 feet to a point 230.56 feet left of and opposite station 384+00.00 on said construction centerline laid out for SR400 Existing Mainline; thence S 58°41'10.4" E a distance of 34.97 feet to a point 195.59 feet left of and opposite station 384+00.00 on said construction centerline laid out for SR400 Existing Mainline; thence S 27°03'02.6" W a distance of 230.51 feet back to the point of beginning. **Consisting of 0.093 acres more or less.**

Limited Access

Here in granted are 270.68 linear feet of access rights. Beginning at a point 178.46 feet left of and opposite Station 381+70.13 on the construction centerline of SR 400 CL on Georgia Highway Project No. MSL00-0001-00(757); running thence N 18°26'18.7" E a distance of 208.30 feet to a point 224.87 feet left of and opposite station 383+73.19 on said construction centerline laid out for SR400 Existing Mainline; thence N 19°19'50.0" E a distance of 27.41 feet to a point 230.56 feet left of and opposite station 384+00.00 on said construction centerline laid out for SR400 Existing Mainline; thence S 58°41'10.4" E a distance of 34.97 feet to an end point 195.59 feet left of and opposite station 384+00.00 on said construction centerline laid out for SR400 Existing Mainline

ACKNOWLEDGEMENT OF ACCESS CONTROL

Project No.: MSL00-0001-00(757) County: Fulton

Parcel No.: 467

Owners: Fulton County

I, the above named, do hereby certify that I am aware that certain access rights are being acquired as part of the acquisition of Subject parcel.

A representative of the Department of Transportation has explained in detail the location of the access rights being acquired to the degree that I am fully aware of the location of the access control and understand exactly the access, if any, which my remaining land will have after the execution of the deed for Subject parcel.

FULTON COUNTY, GEORGIA

A political subdivision of the State of Georgia

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

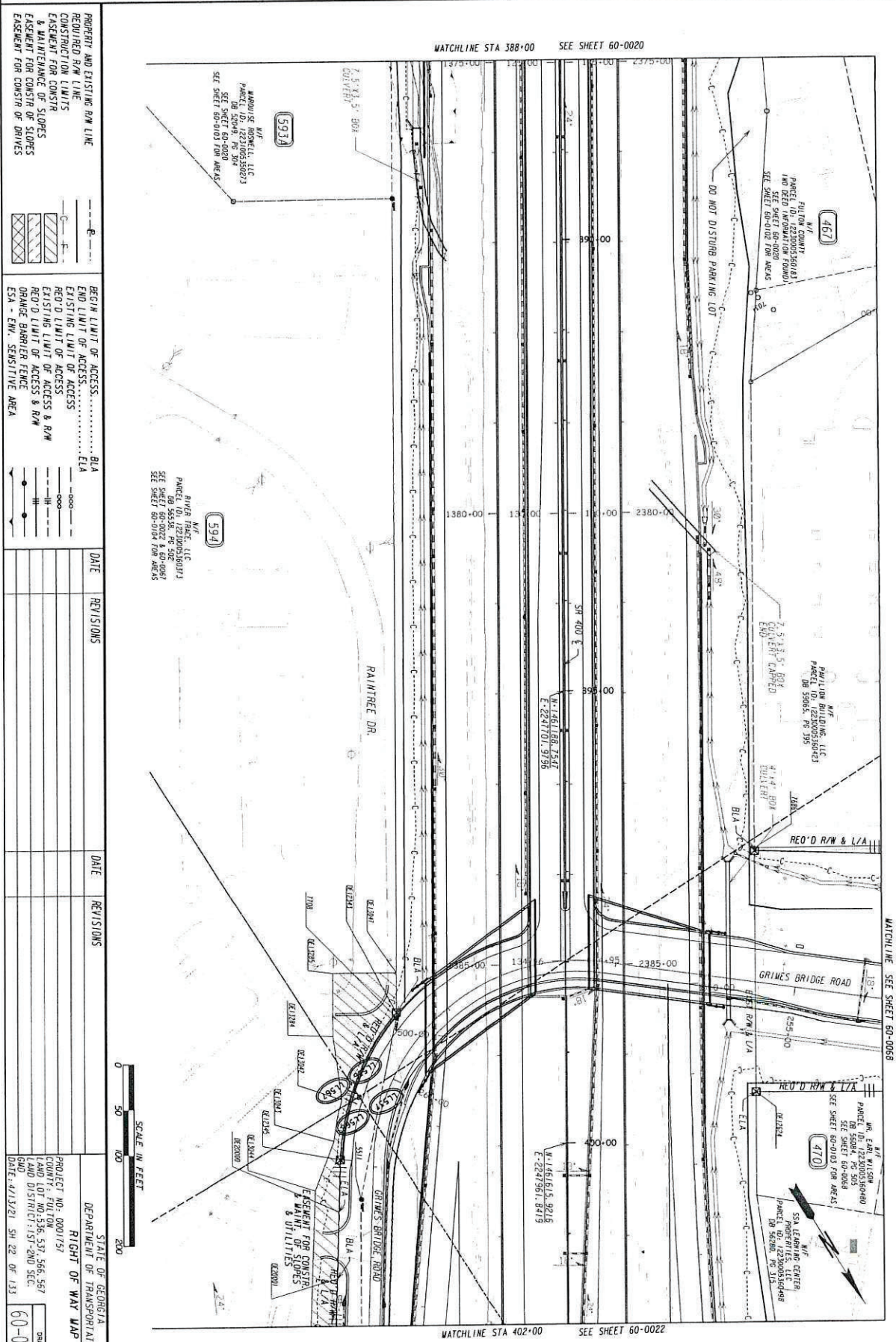
ATTEST

By: _____
Name: Tonya R. Grier
Title: Clerk to the Commissioners

Approved as to form for Fulton County
This __ day of _____, 2023

By: _____
Name: Y. Soo Jo
Office of the County Attorney

Page 2 of 4





[illegible]



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0036

Meeting Date: 1/18/2023

Department

Real Estate and Asset Management

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

Request approval of a Resolution approving a Water Utility Easement Agreement between Fulton County and the City of Atlanta for the purpose of connecting water services to the proposed Fulton County Animal Shelter on Fulton Industrial Boulevard; to authorize the Chairman to execute Water Utility Easement Agreement and related documents; to authorize the County Attorney to approve all documents as to form and make modifications to protect the County's interest prior to execution; and for other purposes.

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

Pursuant to Fulton County Code § 1-117, the Board of Commissioners has exclusive jurisdiction and control over directing and controlling all the property of the County, as they may deem expedient, according to law. O.C.G.A. § 36-9-2 authorizes Fulton County to sell, grant, lease, rent, convey, or transfer any real property owned by the County and O.C.G.A. § 36-9-3(a)(2)(A) authorizes the granting of rights of ways without a competitive process.

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The City of Atlanta development regulations require that all new water service line

connections acknowledge City of Atlanta Watershed Department's legal access to the area(s) in which a water service line connection is being installed prior to the issuance of the required building permits and the certificate of occupancy. The easement area to be conveyed to the City of Atlanta consists of 478 square feet and located at 1251 Fulton Industrial Boulevard, Atlanta, Georgia 30336.

In accordance with the City of Atlanta Watershed Department regulations, Fulton County is required to execute a Water Utility Easement Agreement prior to connecting water service lines to the Fulton County Animal Shelter that is under construction on Fulton Industrial Boulevard.

The approval of the Fulton County Board of Commissioners is being requested to formally convey the utility easement areas necessary to install water service lines to the new animal shelter.

Community Impact: Pending completion of all planned construction, Fulton County residents will have a new 58,000 sq. ft. Fulton County Animal Shelter (FCAS) facility located at 1251 Fulton Industrial Boulevard, Atlanta, Georgia 30336.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of Water Utility Easement Agreement consisting of 478 square feet between Fulton County and the City of Atlanta for the purpose connecting water services to the new FCAS facility.

Project Implications: The City of Atlanta Water Shed Management Department requires approval of the Water Utility Easement Agreement prior to DREAM receiving building permits and the certificate of occupancy.

Community Issues/Concerns: None.

Department Issues/Concerns: None.

History of BOC Agenda Item: The Fulton County Board of Commissioners previously approved the construction of the FCAS facility at its December 15, 2021 meeting as Agenda Item # 21-1042, Request approval of Guaranteed Maximum Price (GMP) - Department of Real Estate and Asset Management, RFP#21RFP22421K-DB, Construction Management at Risk Services for the New Fulton County Animal Shelter Facility in the total amount of \$32,269,760.00 with Winter Johnson Group (Atlanta, GA), a joint venture comprised of The Winter Construction Company and Johnson Construction Service), to provide Construction Phase Services for the new 58,000 square foot Fulton County Animal Shelter Facility (FCAS) located at 1251 Fulton Industrial Boulevard, Atlanta, Georgia 30336.

After recording, return to:

Department of Watershed Management
Office of Engineering Services
72 Marietta Street NW, 5th Floor
Atlanta, GA 30303
Attn: Uche Chioke

Project #: 21-193AT
Parcel Address: 1251 Fulton Industrial Boulevard NW, Atlanta, GA 30336
Property Tax ID #: 17-0268-LL0317



WATER UTILITY EASEMENT

STATE OF GEORGIA
COUNTY OF FULTON

This Agreement is made and entered into between the Grantor and the Grantee on November 29, 2022.

1. **Definitions.**

- (a) *Agreement* means this easement agreement.
- (b) *Easement Area* means the area of the Property containing **478** square feet, more or less, and as more particularly described in the legal description and in that certain plat shown in **Exhibit A**.
- (c) *Grantee* means the City of Atlanta, a municipal corporation in the State of Georgia, having an address at 55 Trinity Avenue SW, Atlanta, Georgia 30303 and includes any successors, and assigns.
- (d) *Grantor* means **Fulton County**, a local government entity having an address at 141 Pryor Street SW, Atlanta, GA 30303 and includes any heirs, executors, administrators, successors, and assigns.
- (e) *Installations* means water utility lines on the Grantee's side of each customer meter which may include but are not limited to water mains, water service lines, water meters, and all appurtenant facilities all or some of which may be shown on the plat in **Exhibit A** but whose final and definitive location shall become established at the completion of construction.
- (f) *Property* means the land with Fulton County Tax Parcel ID number 17-0268-LL0317, commonly known as 1251 Fulton Industrial Boulevard NW, Atlanta, GA 30336.

2. **Grant of easement and other rights.** For and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, and convey unto the Grantee:

- (a) a perpetual, non-exclusive easement to construct, enlarge, extend, inspect, install, maintain, operate, relocate, repair and replace the Installations in, on, over, under, upon, across, or through the Easement Area;
- (b) the right to use the Installations to measure, channel, distribute or transport water, stormwater, sewage, reuse water, or such other liquid substances the Grantee may find necessary to manage, treat, distribute or dispose of;
- (c) the right to perform such excavation, grading, and general earth disturbing activities necessary or incidental to the use and enjoyment of the Easement Area by the Grantee;
- (d) the right of ingress and egress over the Property to the Easement Area;
- (e) the right to cut away and keep clear, remove and dispose of all trees, undergrowth or other obstructions now or as may exist on the Easement Area, which removal is necessary or incidental to the use and enjoyment of the Easement Area by the Grantee; and
- (f) the right, when required by law, governmental regulation or necessity, to conduct scientific, geotechnical, archaeological or other studies, investigation or other testing on or below the ground surface of the Easement Area.

3. Grantee agreements. The Grantee agrees:

- (a) to operate, repair, replace and maintain continuously the Installations upon the Easement Area;
- (b) that any construction, maintenance, repair or other work or activities performed on or within the Easement Area by the Grantee shall be done as work of this nature is customarily done by other skilled contractors in the community; and
- (c) that after the completion of any construction, maintenance, repair or other work or activities performed on or within the Easement Area by the Grantee, the Easement Area or other parts of the Property shall be left in a clean and good condition, with all debris removed and with trenches and cuts properly filled so that all grades, paved areas, permitted landscaped and grassed areas and other permitted improvements which may have been disturbed by such work are restored to their former condition as nearly as practicable.

4. Grantor agreements. The Grantor agrees:

- (a) that no act shall be permitted on, and no encroachments or obstructions shall be placed on, over or under the Easement Area in any manner that is inconsistent with the use and enjoyment of the Easement Area by the Grantee;
- (b) to waive all right to any further compensation for the easement and other rights granted to the Grantee under this Agreement;
- (c) that it shall not be allowed any other or further relief from assessment and/or charges for utility lines installed in any street which abuts the Property, except as provided by law;
- (d) that the Installations remain the property of the Grantee or become the property of the Grantor once accepted by the Grantee; and
- (e) to provide all necessary security codes to access the Easement Area.

5. Reserved rights. The Grantor reserves unto itself all rights of ownership and use to the Easement Area not inconsistent with rights, privileges, benefits and easements granted to the Grantee under this Agreement.
6. Agreement runs with the land. The parties agree that this Agreement shall at all times be deemed to be, and shall be, a continuing covenant running with the title to the Property and shall inure to and be binding upon the heirs, executors administrators, successors, and assigns of the parties to this Agreement.
7. Miscellaneous.
 - (a) Amendment. This Agreement may not be amended except in writing and signed by each party.
 - (b) Assignment. The Grantee may assign all or any part of the easement or other rights under this Agreement.
 - (c) Counterparts. This Agreement may be executed in any number of counterparts. All counterparts taken together constitute one instrument.
 - (d) Entire Agreement. This Agreement constitutes the entire understanding between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.
 - (e) Governing Law. This Agreement must be construed under and enforced in accordance with the laws of the State of Georgia.
 - (f) Warranty. The Grantor warrants and covenants that it is lawfully seized and possessed of the Property, it has title to the rights above granted and that the same are free and clear of all liens and encumbrances, it has the right and power to enter into this Agreement, and it has obtained all consents necessary for entering into this Agreement.
 - (g) Recording. The Grantor warrants and covenants that it has obtained all consents necessary for recording this Agreement and the Grantor agrees to record this Agreement and provide a recorded copy to the Grantee.
 - (h) Severability. In the event any provision or portion of this Agreement is held by any Court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder of this Agreement, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provisions or portion never been a part of the Agreement.
 - (i) Termination and release. This Agreement may be terminated and released from the title to the Property only with the prior written consent of all parties.

[Signatures begin on the following page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date set forth above.

Signed, sealed and delivered this _____
day of _____, 2022 in the
presence of:

Fulton County, a political subdivision of the
State of Georgia

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

Witness

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

Notary Public

[Notarial Seal]

APPROVED AS TO FORM

Y. Soo Jo
County Attorney

[Signatures continue on the following page]

Approved as to form:

By: _____

Ashley van der Lande
Attorney
Department of Law
City of Atlanta

Grantee:

By: _____

Mikita K. Browning
Commissioner
Department of Watershed Management
City of Atlanta

Signed, sealed and delivered in the presence
of:

By: _____

Witness

By: _____

Notary Public

(Notary Seal)

EXHIBIT A

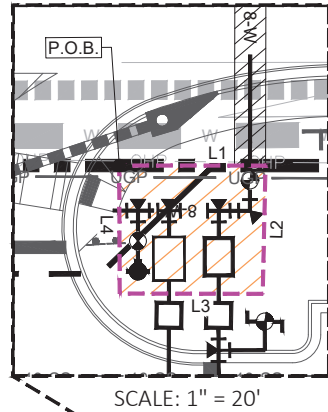
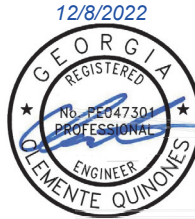
Legal Description and Plat

CITY OF ATLANTA WATER EASEMENT PLAT FOR FULTON COUNTY ANIMAL SERVICE FACILITY

1251 FULTON INDUSTRIAL BOULEVARD
ATLANTA, FULTON COUNTY, GA 30336
TAX PARCEL: 170075
LAND LOT: 0317

FAA ASN #: 2020-ASO-12170-OE
CITY OF ATLANTA PERMIT #: LD-202100130
CITY OF ATLANTA WATER PROJECT#21-193AT
GDOT TRAFFIC PERMIT#: S-121-002420-7
GDOT SPECIAL ENCROACHMENT PERMIT#: A-121-007615-7

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	23.54'	N40° 20' 49.70"E
L2	20.64'	S48° 24' 46.62"E
L3	23.02'	S40° 27' 00.00"W
L4	20.60'	N49° 51' 18.60"W



GENERAL SITE NOTES

1. TOPOGRAPHIC SURVEY BY **LOWE ENGINEERS**, DATED 3/20/2020.
2. FLOODPLAIN IS PRESENT ON SITE AS DEPICTED BY FEMA FIRM PANEL NUMBER 13121C0217F, DATED 09/18/2013.
3. OWNER IS RESPONSIBLE FOR OBTAINING ANY NECESSARY AGREEMENTS FROM ADJACENT PROPERTY OWNERS IN ORDER TO PERFORM THE REQUIRED OFFSITE WORK, INCLUDING STORM DRAINAGE, UTILITY CONNECTIONS, SIDEWALK, CURB AND GUTTER AND PAVEMENT TIE-INS AND GRADING.
4. PROPOSED LINE WORK TAKEN FROM SPECIAL ENCROACHMENT PLANS GDOT PERMIT #A-121-007615-7

UPS DISTRIBUTION FACILITY

EXISTING R/W LINE
AND PROPERTY BOUNDARY LINE

LEGEND

- PROPOSED CITY OF ATLANTA WATER EASEMENT AREA
- ADJOINING PROPERTY
- ROAD STRIPING
- ROAD BACK OF CURB
- ROAD FACE OF CURB
- ROAD EDGE OF PAVEMENT
- FENCE-WOOD VINYL
- FENCE-HOGWIRE, FIELD
- FENCE-CHAINLINK, BARBED WIRE
- UTILITIES-WATER
- UTILITIES-UNDERGROUND POWER
- UTILITIES-OVERHEAD POWER
- UTILITIES-UNDERGROUND COMM./FIBER
- UTILITIES-UNDERGROUND GAS
- UTILITIES-SANITARY SEWER LINES
- UTILITIES-STORM SEWER LINES
- LAND LOT LINE
- SECTION LINE
- BOUNDARY LINE
- FZ FLOOD ZONE LINE
- EASEMENT

SR 70 - FULTON INDUSTRIAL BLVD
POSTED SPEED LIMIT 45 MPH
PUBLIC ROAD (VARIABLE R/W WIDTH)

FULTON COUNTY
PID:17 026800020231
O TRANSMISSION LINE NW
DB 3806 PG 163

FULTON COUNTY
PID:17 0268 LL0317
O CARROL RD NW
DB 141 PG 481
44.3 ACRES
1,928,631.1 SQ. FT.

PROPOSED CITY OF ATLANTA
478 SF WATER EASEMENT
AREA

APPROXIMATE RUNWAY
PROTECTION ZONE



990 HAMMOND DRIVE
SUITE 900
ATLANTA, GA 30328

EXHIBIT A - CITY OF ATLANTA WATER EASEMENT PLAT

FULTON COUNTY ANIMAL SERVICE FACILITY
1251 FULTON INDUSTRIAL BOULEVARD NW, ATLANTA, GA 30336

SCALE: 1" = 40'

0 20' 40' 80'



CITY OF ATLANTA WATER EASEMENT PLAT FOR
FULTON COUNTY ANIMAL SERVICE FACILITY

1251 FULTON INDUSTRIAL BOULEVARD
ATLANTA, FULTON COUNTY, GA 30336

TAX PARCEL: 170075

LAND LOT: 0317

FAA ASN #: 2020-ASO-12170-OE

CITY OF ATLANTA PERMIT #: LD-202100130

CITY OF ATLANTA WATER PROJECT#21-193AT

GDOT TRAFFIC PERMIT#: S-121-002420-7

GDOT SPECIAL ENCROACHMENT PERMIT#: A-121-007615-7

LEGAL DESCRIPTION: CITY OF ATLANTA WATER EASEMENT

ALL THAT GEORGIA DEPARTMENT OF TRANSPORTATION DEDICATION LYING AND BEING IN LAND LOT 0317 OF THE 17TH DISTRICT, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, $\frac{1}{4}$ INCH IRON ROD FOUND, THE TRUE POINT OF BEGINNING LOCATED AT THE INTERSECTION OF LAND LOT 17, OF SAID DISTRICT AND COUNTY, WITH THE SOUTHEASTERLY RIGHT-OF-WAY OF FULTON INDUSTRIAL BOULEVARD; RUNNING THENCE ALONG SAID RIGHT-OF-WAY LINE OF FULTON INDUSTRIAL BOULEVARD (STATE ROUTE 70) FOLLOWING COURSES AND DISTANCES: NORTH 40 DEGREES 20 MINUTES AND 49.70 SECONDS EAST A DISTANCE OF 207.36 FEET TO A POINT (BEGINNING OF L1); NORTH 40 DEGREES 20 MINUTES AND 29 SECONDS EAST A DISTANCE OF 23.54 FEET TO A POINT (END OF L1 AND BEGIN L2); THENCE SOUTH 48 DEGREES 24 MINUTES AND 46.42 SECONDS EAST A DISTANCE OF 20.64 FEET TO A POINT (END OF L2 BEGIN L3); THENCE SOUTH 40 DEGREES 27 MINUTES AND 00.00 SECONDS WEST A DISTANCE OF 23.02 FEET (END OF L3 BEGIN L4); THENCE NORTH 49 DEGREES 51 MINUTES AND 18.60 SECONDS WEST A DISTANCE OF 20.60 FEET TO A POINT (END OF L4 BEGIN L1); SAID POINT BEING THE END OF THE WATER EASEMENT FOR THE CITY OF ATLANTA WATER DEPARTMENT.

SAID CITY OF ATLANTA WATER EASEMENT CONTAINING 478 SQ.FT (0.011 ACRES)



12/8/2022



990 HAMMOND DRIVE
SUITE 900
ATLANTA, GA 30328

LEGAL DESCRIPTION FOR CITY OF ATLANTA WATER EASEMENT

FULTON COUNTY ANIMAL SERVICE FACILITY
1251 FULTON INDUSTRIAL BOULEVARD NW, ATLANTA, GA 30336

1 **A RESOLUTION APPROVING A WATER UTILITY EASEMENT AGREEMENT**
2 **BETWEEN FULTON COUNTY AND THE CITY OF ATLANTA FOR THE**
3 **PURPOSE OF CONNECTING WATER SERVICES TO THE PROPOSED**
4 **FULTON COUNTY ANIMAL SHELTER LOCATED AT 1251 FULTON**
5 **INDUSTRIAL BOULEVARD, NW, ATLANTA GEORGIA; TO AUTHORIZE THE**
6 **CHAIRMAN TO EXECUTE A WATER UTILITY EASEMENT AGREEMENT**
7 **AND RELATED DOCUMENTS; TO AUTHORIZE THE COUNTY ATTORNEY**
8 **TO APPROVE ALL DOCUMENTS AS TO FORM AND MAKE MODIFICATIONS**
9 **AS NECESSARY TO PROTECT THE COUNTY'S INTEREST PRIOR TO**
10 **EXECUTION; AND FOR OTHER PURPOSES**

11
12 **WHEREAS,** Fulton County is a political subdivision of State of Georgia
13 and committed to the practice of optimizing available resources for the purpose
14 of providing the highest level of government services and improving the quality of
15 life for all residents and visitors of Fulton County; and

16 **WHEREAS,** the Fulton County Board of Commissioners previously
17 approved the construction of the Fulton County Animal Shelter facility at is
18 December 15, 2021 meeting as Agenda Item # 21-1042; and

19 **WHEREAS,** the construction of the Fulton County Animal Shelter facility at
20 1251 Fulton Industrial Boulevard, NW, Atlanta, Georgia will require a connection
21 to water services currently provided by the City of Atlanta; and

22 **WHEREAS,** prior to granting Fulton County permission to connect its
23 water service lines to the proposed Fulton County Animal Shelter Facility a
24 formal utility easement agreement with the City of Atlanta inclusive of the terms
25 in which water service line connections are permitted must be approved by the
26 Fulton County Board of Commissioners; and

27 **WHEREAS,** City of Atlanta requires that Fulton County execute a Water
28 Utility Easement Agreement in substantially the form attached hereto as Exhibit

1 “A,” before granting Fulton County permission to connect its water service line to
2 the proposed animal shelter; and

3 **WHEREAS**, pursuant to O.C.G.A. § 36-9-2, the Board of Commissioners
4 has control over all property belonging to the County and may, by order entered
5 on its minutes, direct the disposal of any real property which may lawfully be
6 disposed of and make and execute good and sufficient title thereof on behalf of
7 the County and has authority to sell, grant, lease, rent, convey, or transfer any
8 real property owned by the County; and

9 **WHEREAS**, pursuant to O.C.G.A. § 36-9-3, the Board of Commissioners
10 is authorized to grant easements and rights of way; sell, convey, or transfer road
11 rights of way; and sell, transfer, or conveyance real property to any other body
12 politic.

13 **NOW THEREFORE, IT IS HEREBY RESOLVED**, that the Board of
14 Commissioners of Fulton County hereby authorizes the Chairman to execute a
15 Water Utility Easement Agreement and any other necessary document related
16 thereto with the City of Atlanta in substantially the form attached hereto as Exhibit
17 “A”

18 **BE IT FURTHER RESOLVED** that the Chairman of Fulton County Board
19 of Commissioners be authorized and directed to execute and deliver a Water
20 Utility Easement Agreement in substantially the form as attached hereto as
21 Exhibit “A”.

BE IT FURTHER RESOLVED, that prior to execution of the required documents, the County Attorney shall approve the documents as to form and make any necessary changes thereto to protect the County's interests.

BE IT FURTHER 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.

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

FULTON COUNTY BOARD OF COMMISSIONERS

Robert L. Pitts, Chairman

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0039

Meeting Date: 1/18/2023

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Presentation of Proclamations and Certificates.

Proclamation recognizing “DREAM and Public Works Appreciation Day.” **(Hall)**

Proclamation recognizing “Coy Dumas, Jr. Appreciation Day.” **(Hall)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0041

Meeting Date: 1/18/2023

Department

County Manager

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

Presentation of the Fulton County Operational Report.

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

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

Open and Responsible Government

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No



Fulton County Operational Readiness Report

January 18, 2023

Board of Commissioners Meeting

AGENDA

COVID Update:

Public Safety and Technology:

- Court Backlog/ORCA and Jail

Internal Services and Facilities:

- COVID 19 Reserve & ARPA Spend
- Monthly Financial Report
- Monthly Emergency Purchase Orders & Monthly CM Contract Approvals

Health and Human Services:

- Emergency Rental Assistance Program Close Out



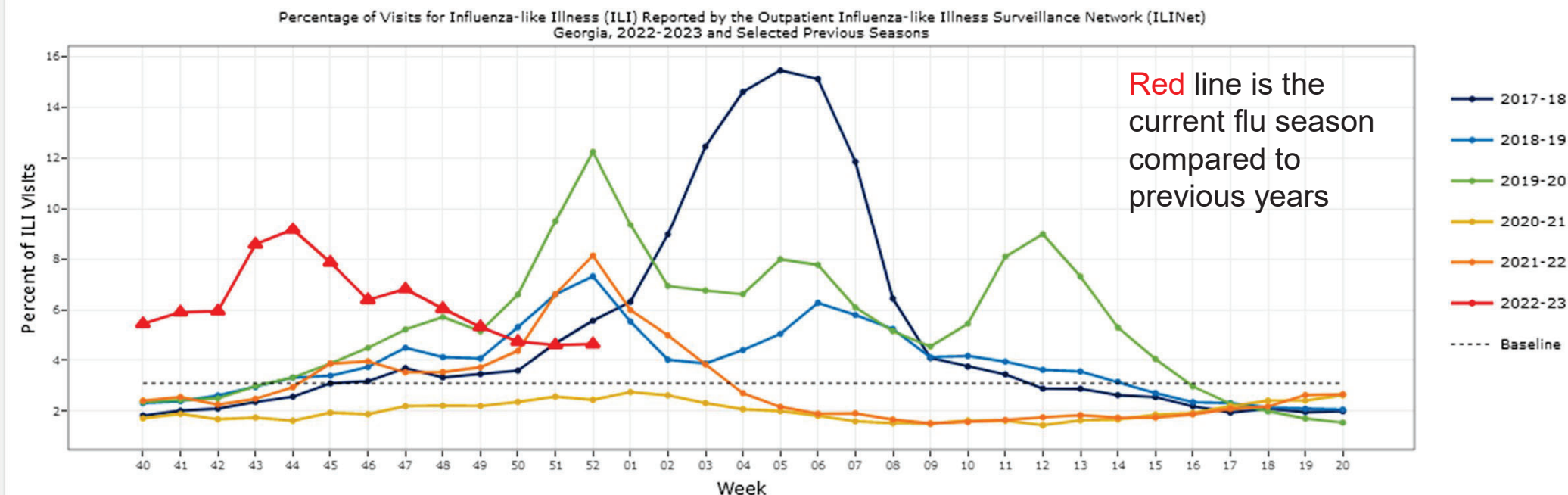
Public Health Update

PUBLIC HEALTH UPDATE

- There are now 13 OMICRON sub-variants in Georgia.
- The latest and now most communicable is the COVID (XBB 1.5 Variant). XBB is doubling in prevalence every week. While XBB is more contagious, the current booster is proving effective against this variant.
- The winter COVID surge continues, in conjunction with extremely high Flu and RSV case rates are resulting in low hospital bed availability.
- Cases, % positives & hospitalizations have increased since last BoC.
- Wastewater analysis suggests that the current case rate is 4X the reported case rate.
- 3 years of data shows that while COVID cases continue to persist, the death rate is slowly decreasing, (due to increasing natural and vaccine immunity).
- EPI data shows 87% of all COVID hospitalizations & deaths are from the unvaccinated population. *This has been true since the start of vaccinations in December 2020.*
- BoH continues to recommend boosters & masking is encouraged when in closed spaces, or around the most vulnerable of our populations.

Public Health Update ILI (FLU)

ILINet Percentages By Season

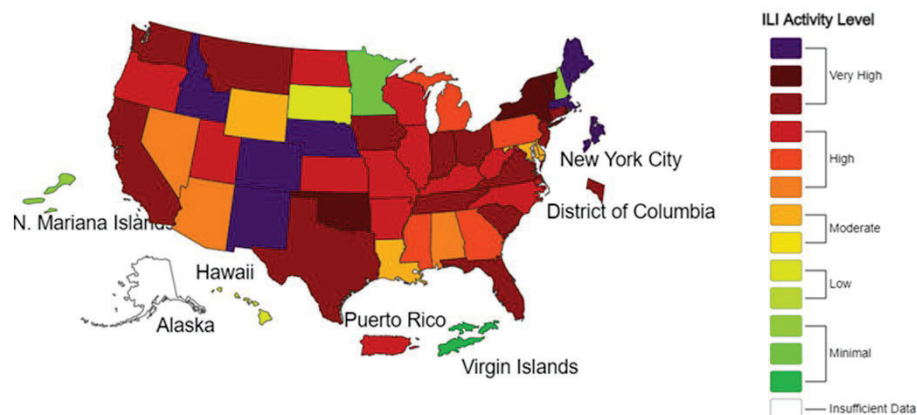


A Weekly Influenza Surveillance Report Prepared by the Influenza Division

Outpatient Respiratory Illness Activity Map Determined by Data Reported to ILINet

This system monitors visits for respiratory illness that includes fever plus a cough or sore throat, also referred to as ILI, not laboratory confirmed influenza and may capture patient visits due to other respiratory pathogens that cause similar symptoms.

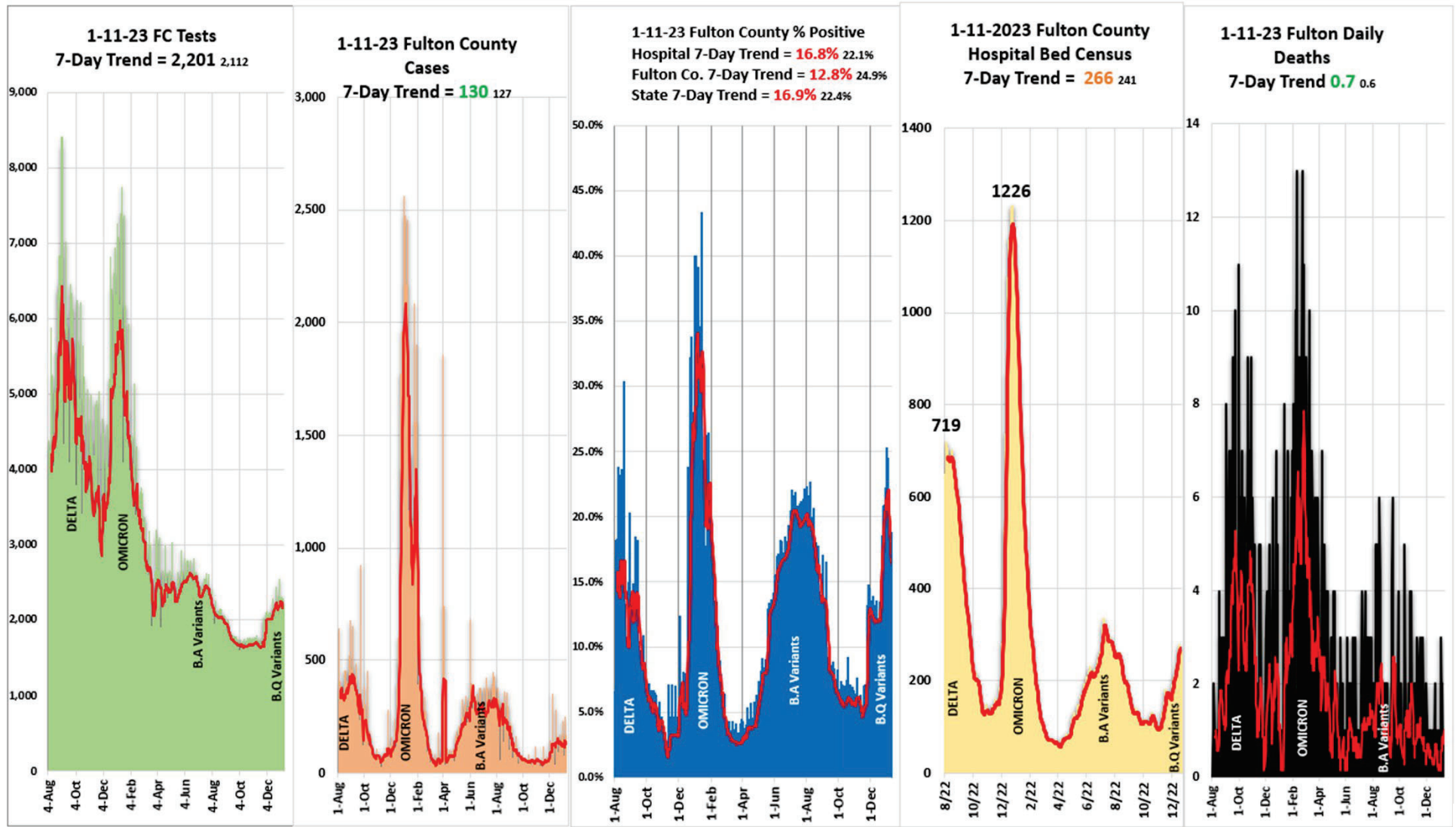
2022-23 Influenza Season Week 51 ending Dec 24, 2022



● Fulton County COVID-19

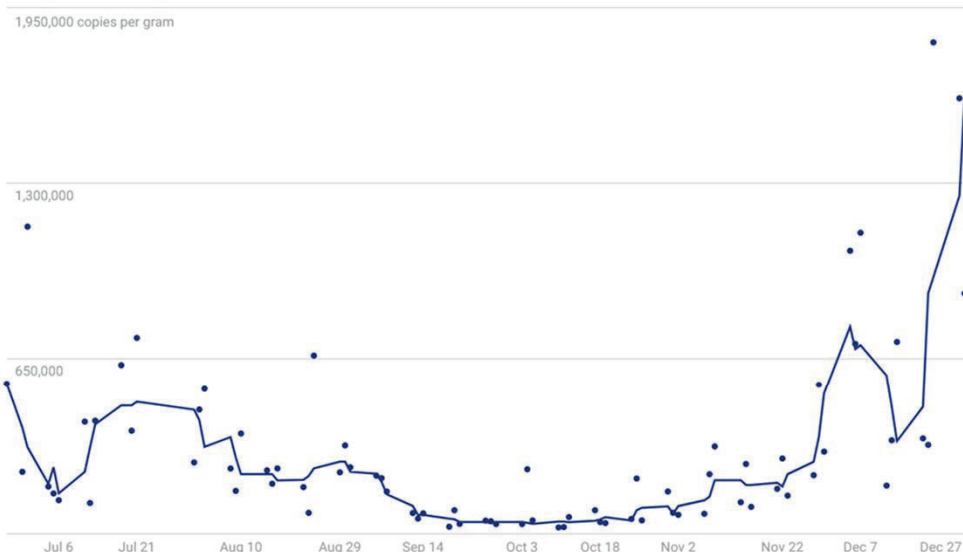
- 7-day average for cases is **114**, up **29%** since the last BOC mtg.
- 7-day average for % positive is **12.8%**, up **18%** since the last BOC mtg.
- 7-day average, hospitalizations is **266**, up **53%** since the last BOC mtg.74
- 7 day average, for deaths is **0.7**, the same **0%** since the last BOC mtg.

Fulton County Dashboard totals for 1-11-23: Tests = 2112 / Cases = **189** / % Positive = **12.8%** / Hosp COVID19 Census = **248** / Deaths = **1**

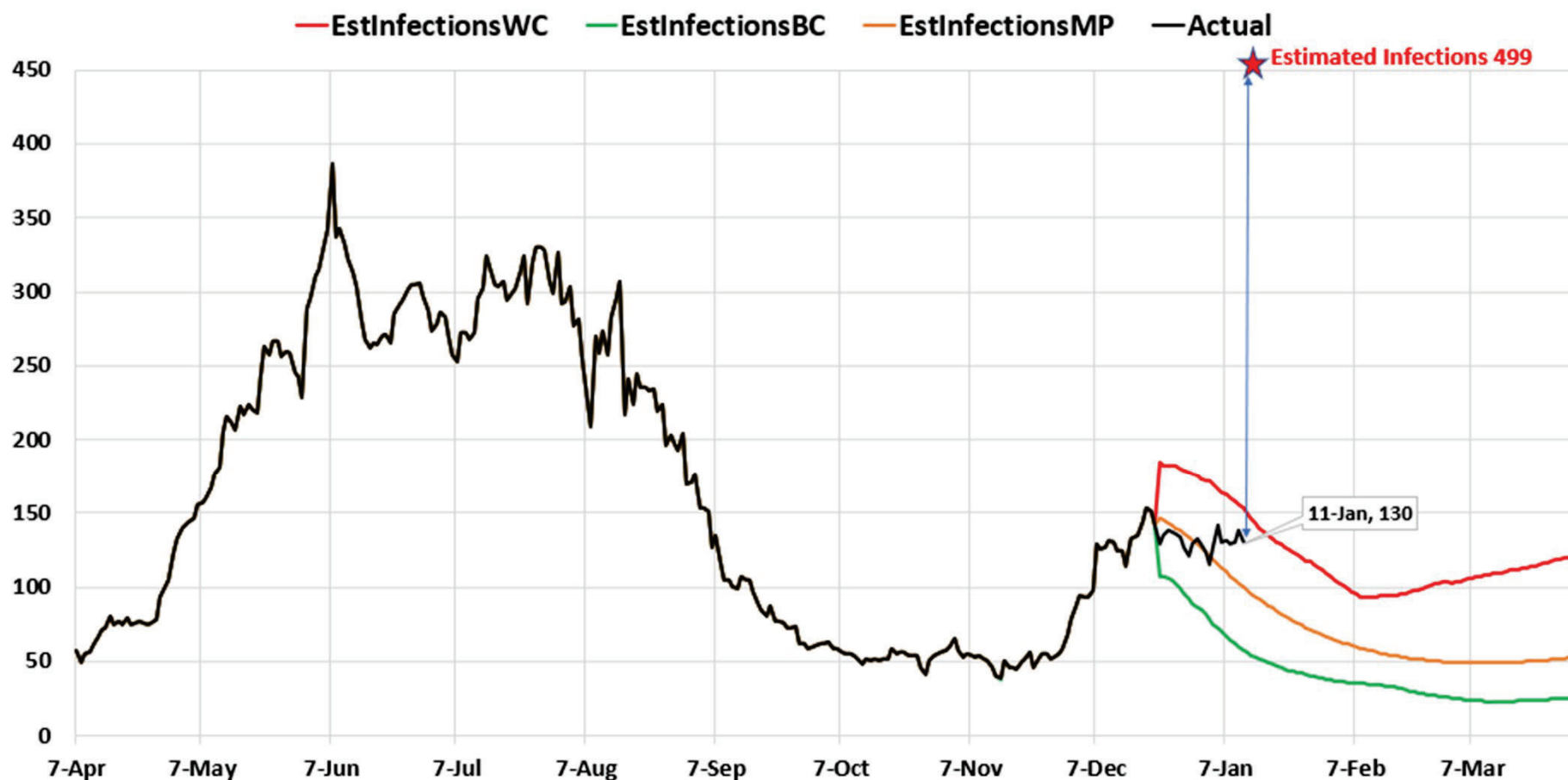


Fulton County COVID Case Rates

This current wastewater analysis sample, suggests that the real case rate is 4 times that of reported case rate.



Inset Case Rate Fulton County 1-4-23





QUESTIONS



Court Backlog/ORCA and Jail Update



Court Backlog/ORCA and Jail Update

FULTON COUNTY GOVERNMENT



Project ORCA

COVID-19 Case Reduction

JANUARY 18, 2022

HIRING PROGRESS

AGENDA

01 PROJECT OVERVIEW

02 CASE DISPOSITION PROGRESS

03 HIRING PROGRESS

04 ACCELERATION OF CASE RESOLUTION

05 JAIL POPULATION

05 ISSUES & RISKS

06 JUDICIAL UPDATES

Project Overview

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

Case Accumulation Defined

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

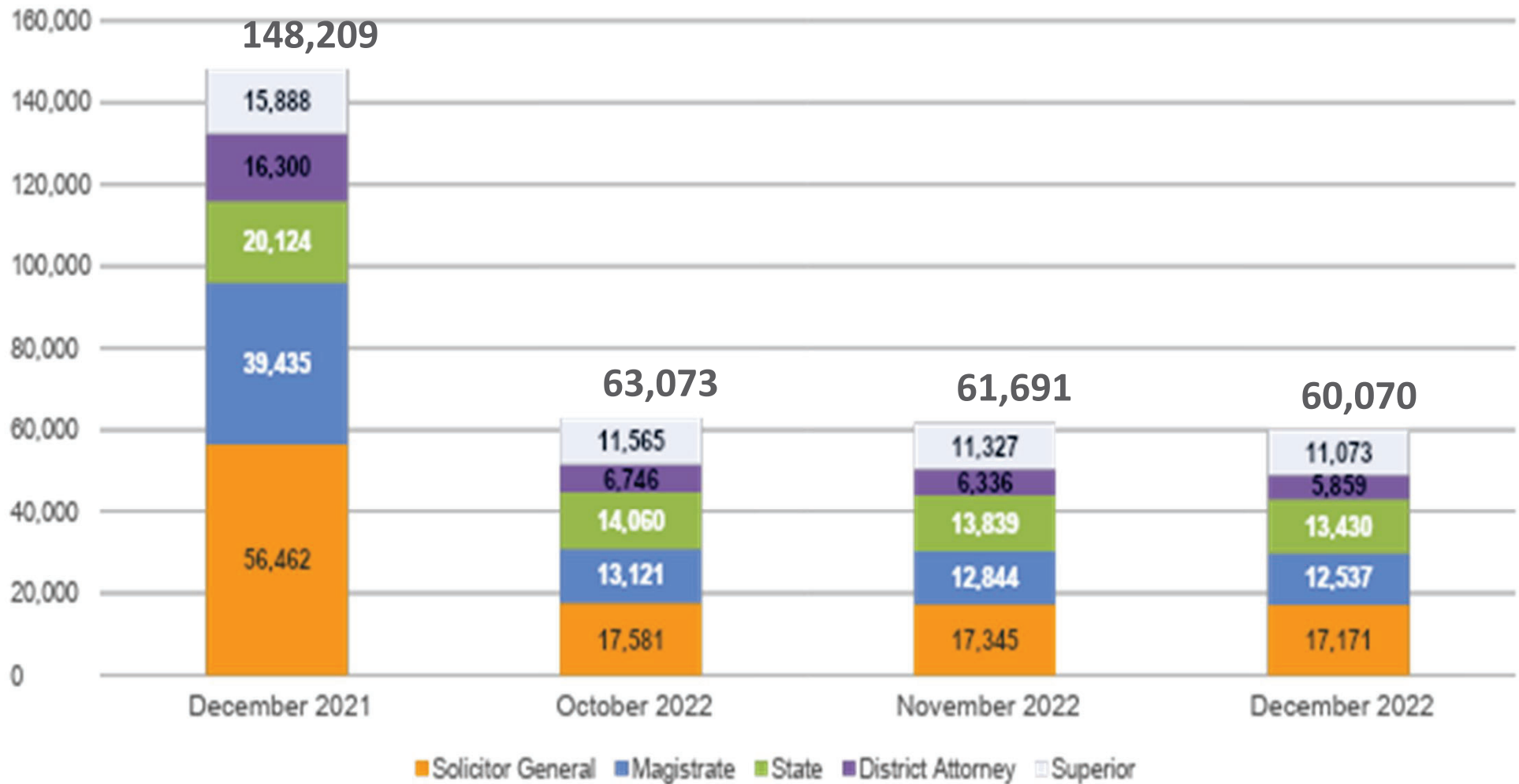
The COVID-19 Case Resolution Project began on **December 6, 2021** with **149,200** open and active cases.

As of **December 31, 2022**, there are **60,070** pending open and active cases.



Case Disposition Progress

Disposition Status by Office



Case Disposition Summary

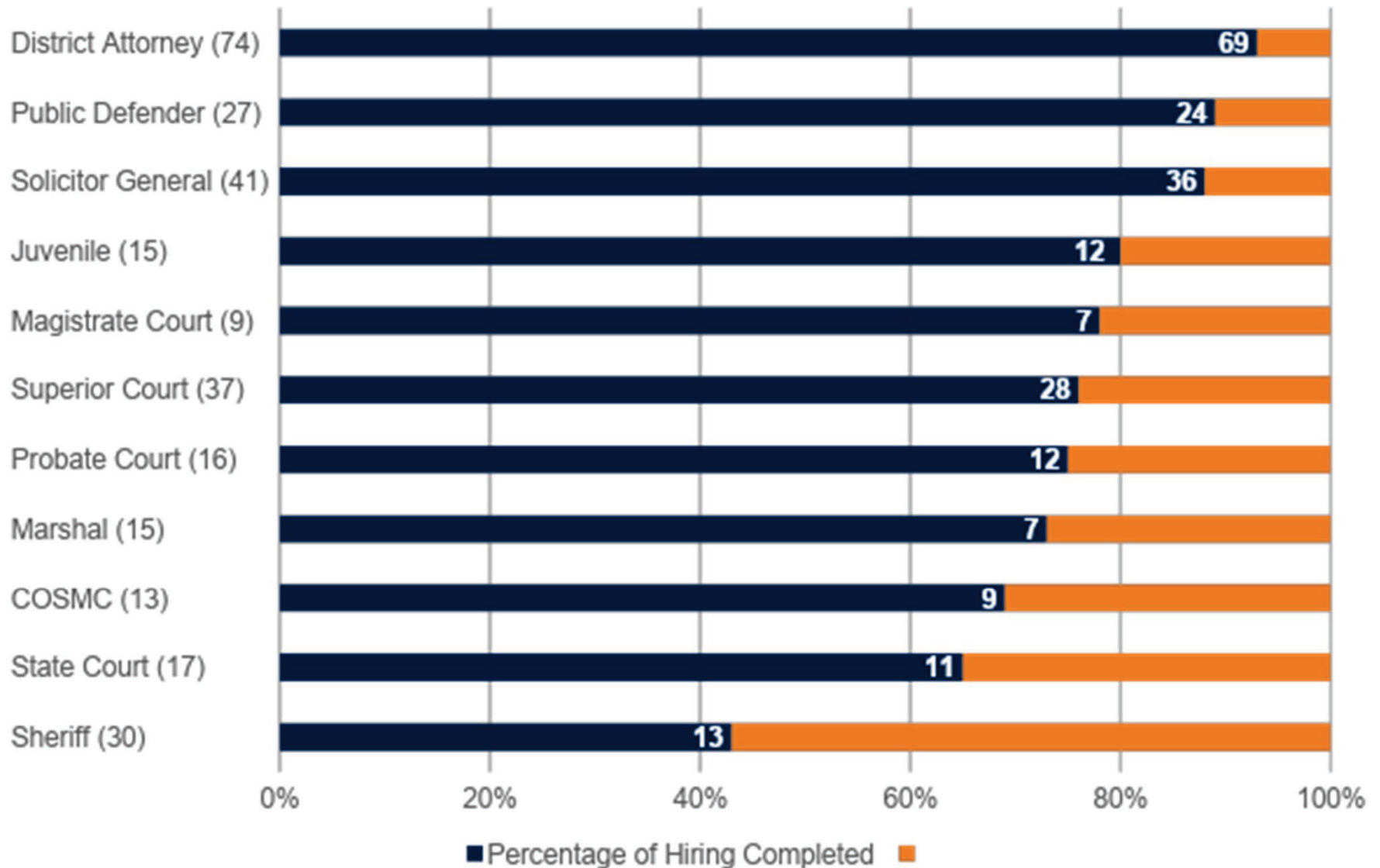
Project ORCA Case Disposition



Office	December 2022 (Last full month)			Project To Date (12/6/2021 through 12/31/2022)		
	Target	Actual	Variance	Target	Actual	Variance
Superior	662	193	(468)	8,605	7,162	(1,442)
District Attorney	680	473	(206)	8,830	12,342	3,513
State	836	272	(563)	10,855	9,250	(1,605)
Solicitor General	2,310	155	(2,154)	30,020	38,226	8,207
Magistrate	1,637	335	(1,301)	21,271	26,940	5,670
Overall	5,978	1,388	(4,586)	79,376	92,019	12,646

Hiring Progress

Hiring Progress by Department As of 1/9/2023



ACCELERATION OF CASE RESOLUTION

DA / PD COLLABORATIVE EFFORTS



To further mitigate the jail population, the District Attorney and Public Defender are making a concerted effort to support each other's internal programming: the DA is review cases for consent bond and the PD is recommending clients Pre-Indictment Diversion.

Period of Progress	Cases Reviewed	Consent Bonds Agreed to
As of January 6th	165	45
Pre-Indictment Diversion Referrals		
96 referrals 46 acceptance 42 rejections 8 pending		

ACCELERATION OF CASE RESOLUTION

DA / PD COLLABORATIVE EFFORTS



State Court, the Solicitor General and the Public Defender have defined methods that will speed case review and move trials forward.

- The SG has provided the Court with case listings prioritized by charge and law enforcement agency to reduce resources and speed resolution
 - Over 100 drag racing and high-risk traffic cases scheduled and heard over a 3-day period with 22 guilty pleas obtained; resulting in more closures at arraignment
- All have agreed on more stringent scheduling and notification procedures to quicken case processing
 - Citation Only and Citations Amnesty cases have increased scheduling at all hearing locations has resulting in increased case resolution

ACCELERATION OF CASE RESOLUTION

SUPPLEMENTAL COURT PROGRAMMING UPDATE



Courts have assessed cases and resources to increase hearing frequency and implement methods to expedite case resolution.

- **Evening hearings** were used to reduce the time between first appearance and subsequent bond review from 100+ days; the pre-pandemic target of 14 days was achieved in July
 - These hearings have continued to be held three times a week; and to date, there are no outstanding bond modifications
- A secondary track of **preliminary hearings** began on October 24 to increase hearing frequency and deliver more probable cause decisions closer to arrest
 - To date, over 230 preliminary hearings have been held

ACCELERATION OF CASE RESOLUTION

C-3 ATTORNEY UPDATE





SUPERIOR COURT OF FULTON COUNTY
136 Pryor Street, SW | Suite J2-640 | Atlanta, GA 30303
www.fultoncourt.org



CONTRACT ATTORNEY ASSIGNMENTS

Competitive hourly rates ranging from:

\$140 to \$80 per hour

About the Assignments
The Superior Court of Fulton County is providing contract assignments for attorneys on a per-case basis, paying hourly rates, to handle C-3 conflict criminal cases, i.e., cases in which neither the Public Defender nor the Metro Conflict Defender can represent the defendant.

Assignments are available starting the week
October 3, 2022

Scan the QR Below to Submit an Interest Form

Get In Touch
Kristin Stoycheff
Office of the Court Administrator
404-612-8530
C3project@fultoncountyga.gov

AVAILABLE ASSIGNMENTS		
Misdemeanors: rape, aggravated child molestation, aggravated sodomy, and aggravated sexual battery	Misdemeanors: crimes against a person	Misdemeanors: felonies
A minimum of five (5) years experience as criminal trial attorney and at least two (2) trials of similar offenses	A minimum of three (3) years experience as a criminal trial attorney	A minimum of three (3) months experience as criminal trial attorney
\$140/hour	\$100/hour	\$80/hour

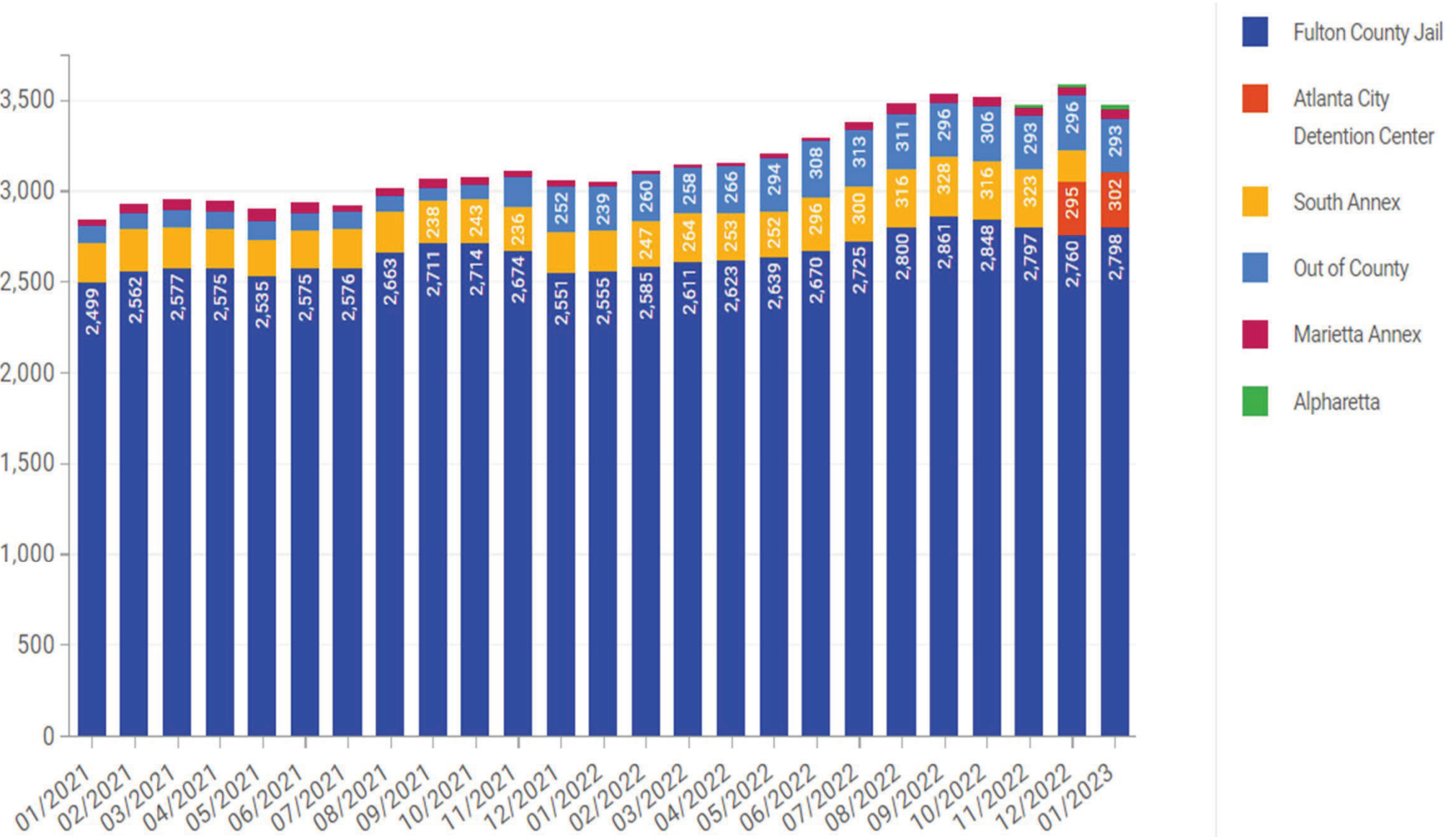


Since the pandemic, the Georgia Public Defender Council has lost nearly all of its C-3 lawyers for Fulton County. These lawyers are integral in moving forward certain defendants' cases that are unable to be represented by the Public Defender's Office or the Conflict Defender's Office.

The C-3 Attorney Appointment Process will address Fulton's nearly 120 in-custody defendants that require representation. The framework is set, initial requirements have been met and the current updates are as follows:

- 20 active attorneys representing 30 defendants
- C-3 case backlog has been decreased by a third
- Additional attorneys may be added in January
- Assignments continue in batches of 15 to 20; starting with the oldest in-custody cases per judge
- Continued coordination with GPDC to streamline processes

Average Monthly Jail population As of 1/11/2023



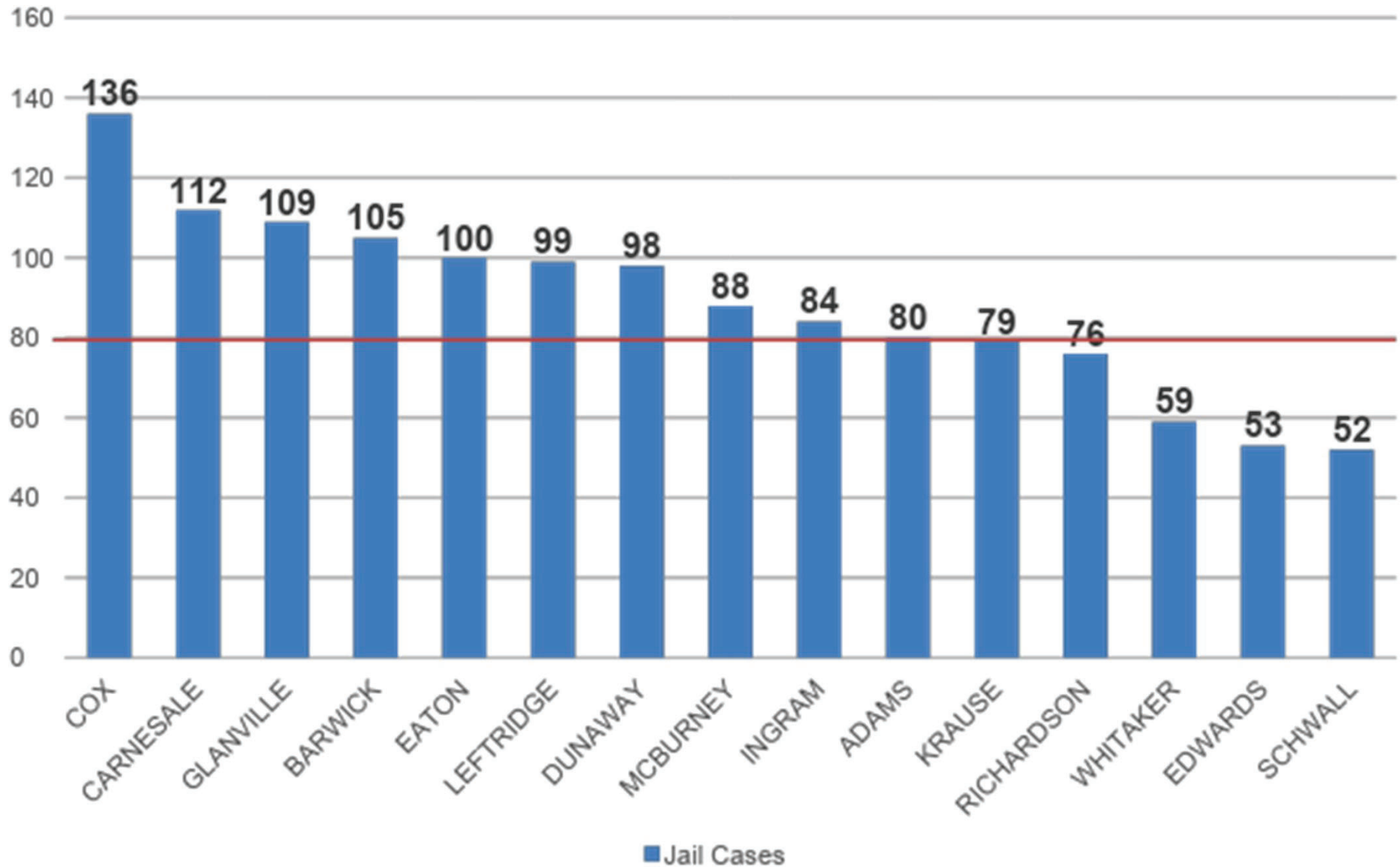
Issues & risks



- ✓ Increase in violent crime
- ✓ Increase in jail population
- ✓ Impact of increased violent charges
- ✓ Sheriff and Marshal recruitment
- ✓ Uptick in COVID cases

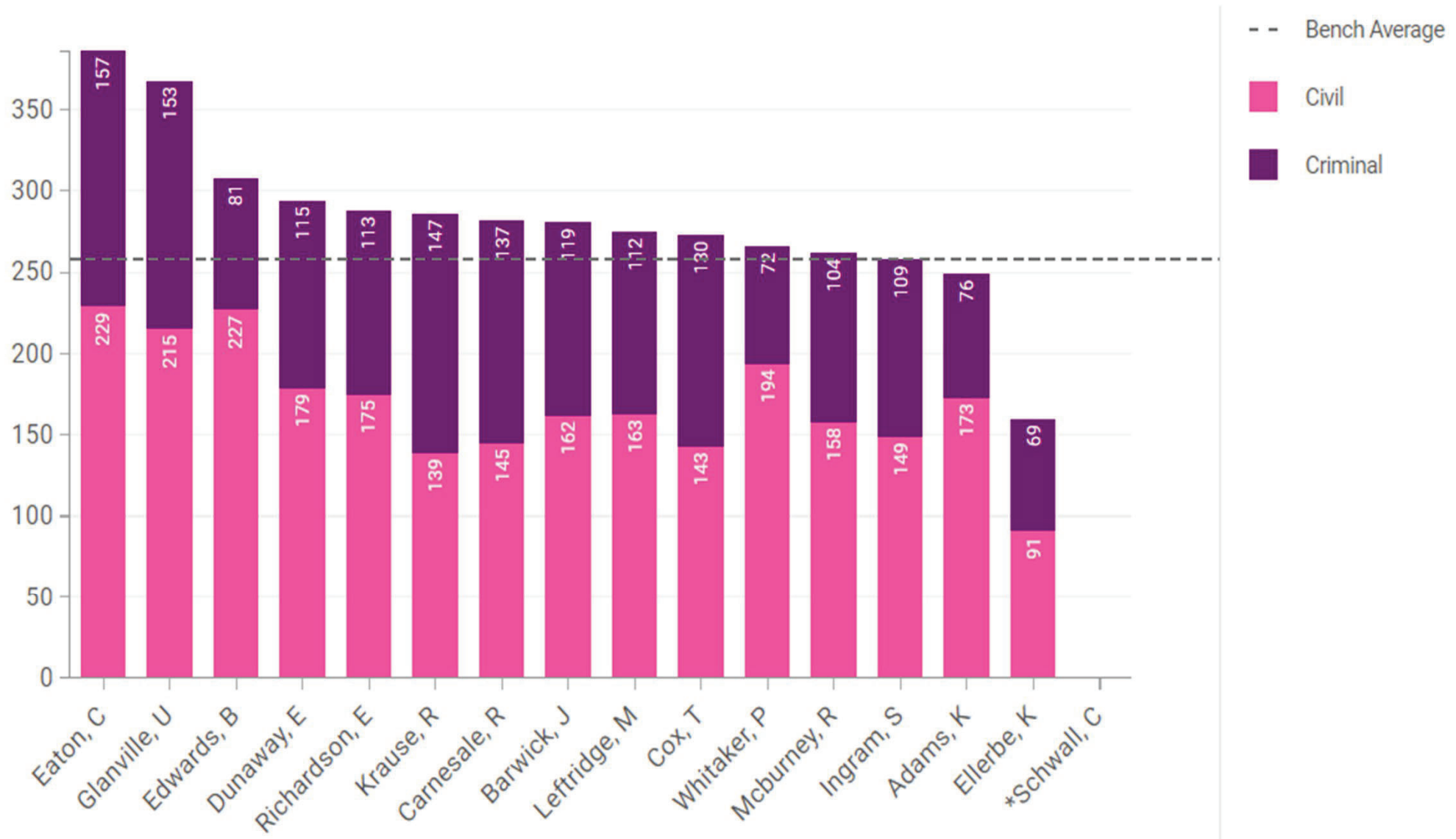
JUDICIAL UPDATES

DETAINEES BY SUPERIOR COURT JUDGE As of 1/11/2023



JUDICIAL UPDATES

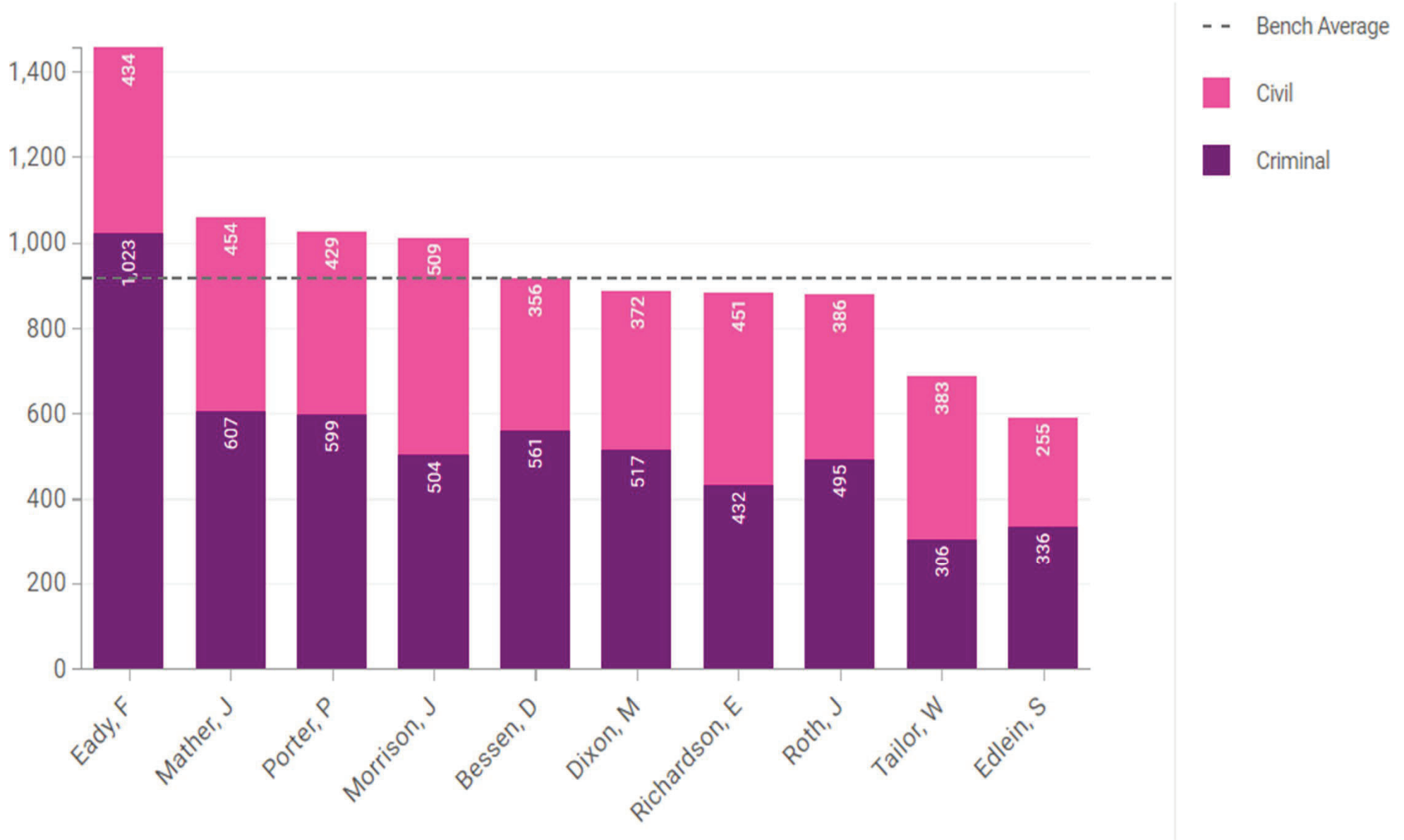
Superior Court Disposed Cases As of 1/11/2023



**Judge Ellerbe entered Family Division in November 2022 and Judge Schwall moved to the main bench from Family Division*

JUDICIAL UPDATES

State Court Disposed Cases As of 1/11/2023





QUESTIONS



COVID 19 Reserve & ARPA Spend Update

Consolidated Covid Response Plan

In Millions \$	1.11.2023	1.11.2023	1.11.2023	Change in Budget	Change in Expenses
	Budget	Commitments	Expenses		
EERF - General Fund	\$ 10.5	\$ 10.5	\$ 10.5	\$ -	\$ -
Communications	1.7	1.7	1.6	-	-
Child Care / Healthcare / Other	0.5	0.5	0.5	-	-
Payment to Employees	6.6	6.6	6.6	-	-
2020 Obligation	1.7	1.7	1.9	-	-
American Rescue Act	228.0	145.8	111.5	0.52	14.51
Health Infrastructure	15.6	1.0	-	-	-
Pandemic Proof County Facilities	28.0	1.9	1.3	-	0.36
Day Porters / Cleaning	1.9	1.9	1.5	0.07	(0.09)
Child Care	0.7	0.4	0.3	-	0.00
Other Emergencies	1.4	1.0	0.9	-	-
Lifeline Animal Control	0.5	0.5	0.5	0.50	0.50
Premium Pay for Employees	3.4	3.4	3.4	-	-
PPE- County Employees	2.4	2.4	1.6	0.02	-
Court Backlog Project	75.0	56.3	32.0	-	2.31
Information Tech - Virtual Support	8.0	1.1	1.1	-	-
Safety Net Services - CSP	8.1	8.0	7.2	-	0.04
Tiny Homes	1.0	1.0	-	-	-
Living Assistance	0.5	0.5	-	-	-
Diversion Center	1.7	1.7	-	-	-
Summer Youth	0.5	0.5	0.5	(0.02)	-
Employees Covid Healthcare	4.0	4.0	3.5	-	-
General Administration	1.0	1.0	0.4	-	0.06
Long Term Revolving Loan Program	3.9	3.9	3.9	-	-
Food Insecurity	4.3	3.5	3.1	0.00	0.06
Job Training	1.6	1.6	0.4	-	-
ERAP 2 & High Need	29.0	29.0	29.0	-	-
ERAP Additional Operational Costs	9.1	9.1	8.9	0.50	0.28
Vaccination and Testing - Shared Cost of FEMA Reimbursable Items 3Q22+	0.2	0.2	0.1	0.04	0.00
Grady Hospital	11.0	11.0	11.0	-	11.00
Testing Vaccination	14.2	0.7	0.5	(0.56)	(0.01)
Vaccine Incentive Program	1.2	0.4	0.4	(0.04)	-
Consolidated Appropriations Act	18.0	18.0	18.0	-	-
ERAP 1	18.0	18.0	18.0	-	-
ERAP Reallocation	67.0	67.0	67.0	-	0.08
ERAP 4	25.0	25.0	25.0	-	-
ERAP 5	25.0	25.0	25.0	-	0.03
ERAP 6	17.0	17.0	17.0	-	0.05
FEMA Related Expenses	29.4	29.4	29.1	0.09	0.12
Total	\$ 353.0	\$ 270.8	\$ 236.1	0.61	31.65
Reserve	\$ 20.7				

Cash Flow Projections – COVID 19 Response

Cash Flow Projection COVID-19 Response

In Millions \$

Uses of Funds		2021	2022	2023	2024	Total
A	EERF - General Fund	10.5	-	-	-	10.5
B	American Rescue Act	51.8	56.9	93.9	25.0	227.5
C	Consolidated Appropriations Act	17.4	0.6	-	-	18.0
D	ERAP Reallocation	-	67.0	-	-	67.0
E	FEMA Related Expenses	21.2	7.8	0.3	-	29.4
Projected Annual Uses		\$ 100.9	\$ 132.3	\$ 94.2	\$ 25.0	\$ 352.4
Sources of Funds		2021	2022	2023	2024	Total
A	EERF	10.5	16.4			26.9
B	American Rescue Act	128.4	103.4			231.8
C	Consolidated Appropriation Act	18.0				18.0
D	ERAP Reallocation	-	67.0			67.0
E	FEMA Reimbursement at 100% until 2Q 22/90% 3Q 22+	5.9	7.4	6.3	9.8	29.4
Projected Annual Sources		\$ 162.8	\$ 194.2	\$ 6.3	\$ 9.8	\$ 373.1
Cash Balance EOY - 100% FEMA Reimbursement		61.9	123.7	35.8	20.7	20.7



Financial/Performance Measures Update

Monthly Financial Report

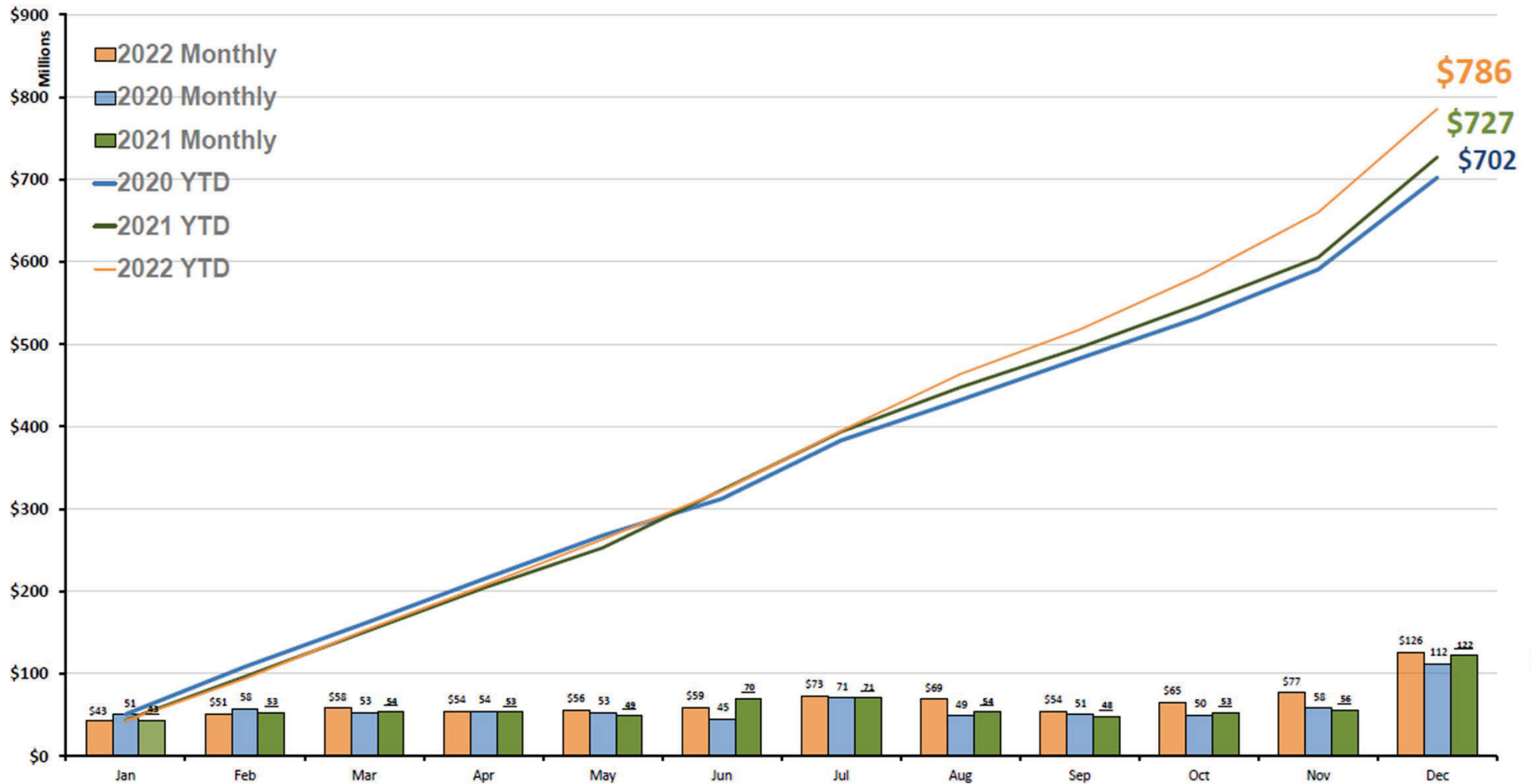
General Fund Expenditure Analysis 2021 vs 2022 - December

Department		2021			2022			(C/D)-(A/B)
		A	B	A/B	C	D	C/D	
		YTD 2021 Exp	2021 -Budget	%	YTD 2022 Exp	2022 Budget	%	% Change
Arts & Culture	181	\$ 3,957,770	\$ 4,693,144	84%	\$ 5,454,045	\$ 5,634,291	97%	12%
Behavioral Health	755	\$ 12,894,054	\$ 15,837,949	81%	\$ 14,199,437	\$ 17,050,336	83%	2%
Child Attorney	237	\$ 2,438,317	\$ 2,692,734	91%	\$ 3,374,762	\$ 3,453,657	98%	7%
Commission Districts	101	3,266,192	4,016,177	81%	3,666,317	4,059,256	90%	9%
Community Development	121	8,294,786	9,052,492	92%	\$ 10,885,912	\$ 11,789,163	92%	1%
County Attorney	235	3,650,564	3,650,564	100%	\$ 3,650,564	\$ 3,650,564	100%	0%
County Comm Clerk	110	955,908	1,106,937	86%	\$ 1,151,448	\$ 1,270,823	91%	4%
County Manager	118	3,892,769	4,232,910	92%	\$ 3,488,650	\$ 3,619,870	96%	4%
County Marshal	419	6,210,961	6,632,708	94%	\$ 6,871,086	\$ 7,060,063	97%	4%
District Attorney	480	25,474,597	26,347,265	97%	\$ 32,324,900	\$ 32,445,275	100%	3%
Diversity and Civil Rights	186	1,253,544	1,592,822	79%	\$ 1,158,348	\$ 1,540,400	75%	-4%
DREAM	520	30,932,238	32,676,173	95%	\$ 33,712,408	\$ 35,161,743	96%	1%
Economic Development	120	-	-	#DIV/O!	\$ 640,519	\$ 655,653	98%	#DIV/O!
Emergency Management	335	5,077,621	5,429,320	94%	\$ 5,394,893	\$ 5,577,684	97%	3%
Emergency Services	333	3,227,417	3,526,643	92%	\$ 3,209,018	\$ 3,561,915	90%	-1%
External Affairs	130	3,204,378	3,462,828	93%	\$ 3,660,163	\$ 3,851,484	95%	2%
Family & Children's Services	620	933,956	1,684,840	55%	\$ 1,124,471	\$ 1,684,840	67%	11%
Finance	210	6,485,232	7,470,915	87%	\$ 6,462,252	\$ 7,429,525	87%	0%
Grady Hospital	730	61,904,005	61,904,535	100%	\$ 63,850,003	\$ 63,850,095	100%	0%
Health & Wellness/BOH	750	10,375,131	10,375,131	100%	\$ 11,168,462	\$ 11,613,441	96%	-4%
HIV Aids	270	37,937	139,000	27%	\$ 64,109	\$ 147,002	44%	16%
Human Resources	215	5,385,114	5,636,496	96%	\$ 5,067,587	\$ 5,768,382	88%	-8%
Information Technology	220	24,369,295	29,834,237	82%	\$ 27,492,476	\$ 31,777,902	87%	5%
Juvenile Court	405	15,425,181	15,660,731	98%	\$ 15,620,623	\$ 15,712,574	99%	1%
Library	650	26,293,928	29,830,146	88%	\$ 26,826,762	\$ 30,395,076	88%	0%
Magistrate Court	422	3,554,777	3,790,516	94%	\$ 4,211,403	\$ 4,478,655	94%	0%
Medical Examiner	340	4,720,442	5,307,877	89%	\$ 5,148,580	\$ 5,776,836	89%	0%
Non-Agency	999	161,300,476	192,657,339	84%	\$ 162,656,582	\$ 186,172,043	87%	4%
Office of the County Auditor	119	1,133,183	1,226,793	92%	\$ 1,373,838	\$ 1,396,637	98%	6%
Police	320	5,890,475	7,110,911	83%	\$ 9,480,593	\$ 9,933,640	95%	13%
Probate Court	410	3,896,808	4,042,713	96%	\$ 4,085,126	\$ 4,265,161	96%	-1%
Public Defender	490	17,176,309	19,906,311	86%	\$ 21,928,273	\$ 22,529,679	97%	11%
Public Works	540	450,000	500,000	90%	\$ 500,000	\$ 500,000	100%	10%
Purchasing	230	3,227,538	4,069,653	79%	\$ 3,730,202	\$ 4,535,416	82%	3%
Regis & Elect	265	14,940,219	16,765,025	89%	\$ 25,514,168	\$ 37,417,753	68%	-21%
Senior Services	183	19,693,749	21,874,133	90%	\$ 22,192,276	\$ 24,787,932	90%	-1%
Sheriff	330	121,438,131	122,783,203	99%	\$ 125,171,376	\$ 129,011,046	97%	-2%
State Court-All Judges	421	5,541,081	5,891,884	94%	\$ 6,158,432	\$ 6,370,077	97%	3%
State Court-General	420	7,208,686	8,179,599	88%	\$ 7,458,289	\$ 8,263,713	90%	2%
State Court-Solicitor	400	9,569,789	10,742,446	89%	\$ 9,935,608	\$ 10,218,473	97%	8%
Superior Court-All judges	451	8,165,285	8,219,238	99%	\$ 9,104,485	\$ 9,275,003	98%	-1%
Superior Court-Clerk	470	20,064,914	21,121,704	95%	\$ 19,983,861	\$ 21,779,417	92%	-3%
Superior Court-General	450	21,217,533	22,412,424	95%	\$ 22,000,729	\$ 23,102,099	95%	1%
Tax Assessor	240	17,022,461	20,630,038	83%	\$ 17,519,571	\$ 20,974,825	84%	1%
Tax Commissioner	245	15,138,077	15,637,212	97%	\$ 17,212,563	\$ 17,646,844	98%	1%
Grand Total		\$ 727,290,830	\$ 800,355,716	91%	\$ 785,885,173	\$ 857,196,262	92%	0.8%



Monthly Financial Report

Monthly and Cumulative Expenditures for
the General Fund 2020 2021 and 2022



Monthly Financial Report

General Fund Summary

Personnel Vacancy Analysis 2022 - December - Full Time Permanent Positions

Department	FY22 YTD Expense	FY22 Budget	Personnel Count and Vacancies / Full Time Permanent													
			2022													
			Perm. Pos.	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Avg. Vac.TD
Commission Districts	3,335,007	3,553,687	27	4	4	3	3	3	3	3	4	3	3	3	3	12%
County Comm Clerk	913,132	942,344	8	1	2	2	2	2	3	3	2	2	2	1	0	23%
County Manager	3,343,589	3,430,564	20	2	1	0	1	1	1	1	1	1	1	1	1	5%
County Auditor	1,253,777	1,258,412	9	0	0	0	0	0	0	0	0	0	0	0	0	0%
Community Development	2,321,958	2,446,275	23	4	4	3	2	2	2	2	2	2	2	2	2	11%
External Affairs	2,785,910	2,854,829	29	1	1	3	3	4	5	5	3	4	1	2	2	10%
Arts & Culture	1,735,219	1,785,482	20	1	1	0	0	0	1	1	2	3	3	3	3	8%
Senior Services	8,607,689	9,497,953	117	19	17	15	15	18	14	11	10	10	9	10	9	11%
Diversity and Civil Rights	1,013,479	1,206,647	12	3	3	4	4	4	4	4	4	4	5	4	4	33%
Finance	6,175,282	6,813,807	65	13	10	10	10	10	11	9	9	7	7	8	6	14%
Human Resources	4,348,256	4,631,534	45	7	8	8	9	9	11	8	7	7	7	4	4	16%
IT	12,475,066	14,528,442	125	45	40	35	37	36	37	35	34	35	34	29	30	28%
Purchasing	3,395,885	3,760,874	39	9	10	10	10	10	10	10	10	10	6	6	4	22%
Child Attorney	3,249,620	3,258,123	23	2	1	1	1	0	0	0	0	0	0	0	0	2%
Tax Assessor	14,402,690	15,424,095	193	32	36	37	37	37	36	38	38	37	25	25	23	17%
Tax Commissioner	14,244,958	14,448,574	190	19	20	26	29	20	15	18	16	15	13	16	3	9%
Regis & Elect	6,217,542	7,624,843	46	13	11	7	7	8	9	10	12	13	14	14	12	24%
HIV Aids	61,545	139,502	1	1	1	1	1	1	1	1	1	1	0	0	0	75%
Police	5,506,971	5,759,142	62	10	11	10	7	8	7	9	7	6	6	7	6	13%
Sheriff	86,805,416	90,558,466	990	222	224	201	191	184	183	178	209	222	222	218	214	21%
Emergency Services	1,597,726	1,829,220	20	6	6	6	3	5	6	5	9	6	6	2	2	26%
Emergency Management	1,186,918	1,268,728	10	1	1	1	1	1	1	1	2	2	1	1	1	12%
Medical Examiner	4,400,153	4,948,194	43	4	7	9	9	7	7	3	2	1	0	2	3	10%
State Court-Solicitor	9,490,854	9,723,896	94	15	15	15	14	17	21	17	12	13	8	9	9	15%
Juvenile Court	14,155,524	14,219,518	146	9	6	11	14	15	18	18	19	21	15	6	6	9%
Probate Court	3,453,865	3,588,081	46	3	5	2	1	3	2	5	6	8	7	6	11	11%
County Marshal	6,154,432	6,275,861	71	4	4	3	5	7	7	7	9	9	9	10	9	10%
State Court-General	6,192,214	6,791,161	68	7	9	10	9	8	11	8	11	10	8	5	3	12%
State Court-All Judges	5,995,362	6,093,658	40	1	1	1	1	1	2	2	2	2	2	2	2	4%
Magistrate Court	3,987,835	4,032,601	15	1	1	0	1	0	0	0	0	0	1	1	2	4%
Superior Court-General	17,307,498	18,251,594	200	17	21	20	23	20	23	26	23	19	21	18	17	10%
Superior Court-Alljudges	8,772,893	8,792,897	82	0	0	0	1	2	1	2	5	4	3	5	6	3%
Superior Court-Clerk	17,991,117	19,317,793	234	38	43	36	35	40	43	41	37	40	33	22	19	15%
District Attorney	29,042,033	29,128,367	286	32	25	29	25	22	20	20	18	13	13	9	14	7%
Public Defender	19,855,099	20,294,253	160	30	29	31	27	27	13	13	14	18	7	10	11	12%
DREAM	13,482,015	14,828,713	177	31	31	29	30	28	28	27	31	31	31	30	24	17%
Library	20,806,170	23,418,726	300	47	50	52	55	57	59	62	63	63	66	68	68	20%
Behavioral Health	3,242,999	3,875,884	51	13	14	15	14	14	13	15	17	18	16	15	14	29%
Non-Agency	63,155,415	67,535,966	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/O!
Economic Development	388,017	389,152	5	1	1	1	2	2	2	2	2	1	1	0	0	25%
Grand Total	\$ 432,851,133	\$ 458,527,858	4092	668	669	647	639	633	630	620	653	661	608	574	547	15%

* Note: The total Full Time Permanent Position count has decreased from prior month (personnel action - unfunding, reclassification to part-time, etc.)





QUESTIONS



Monthly Emergency Purchase Orders & Monthly CM Contract Approval

EMERGENCY PURCHASE ORDERS AND CONTRACTS

FULTON COUNTY EMERGENCY PROCUREMENTS 12/13/2022 - 12/31/2022

EMERGENCY RENTAL ASSISTANCE PROGRAM

Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Certification Classification	Source	Amount
	No report for this period					
			TOTAL			\$0.00

FEMA

Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Certification Classification	Source	Amount
	No report for this period					
			TOTAL			\$0.00

AMERICAN RESCUE PLAN

Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Certification Classification	Source	Amount
12/16/2022	SaaS Services Agreement annual subscription for Emergency Rental Assistance Program	Community Development	Benevate, Inc., dba Neighborly Software	Majority	ARPA	0\$276,000.00
12/22/2022	To provide all emergency work required to provide emergency animal control services (field operations, shelter operations, adoptions, surrenders, rabies control) as part of the COVID-19 Response	Emergency Management – Animal Services Division	Lifeline Animal Project	Majority	ARPA	\$500,000.00
			TOTAL			\$776,000.00

EMERGENCY PURCHASE ORDERS AND CONTRACTS

OTHER EMERGENCY PROCUREMENTS						
Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Certification Classification	Source	Amount
	No report for this period					
			TOTAL			\$0.00

MONTHLY GRAND TOTAL	\$776,000.00	
*PARTICIPATION GRAND TOTAL	\$0.00	
Certified Firms	0.00	0.00%

TOTAL SPEND 2022	\$35,861,253.31	
*PARTICIPATION SPEND 2022	\$19,717,189.32	
*CERTIFIED SPEND 2022	\$6,670,306.35	33.83%

County Manager Contract Approvals Less Than \$100K

There were no contracts signed by the County Manager since the last report.



QUESTIONS



Emergency Rental Assistance Program Closeout



Fulton County COVID-19 Emergency Rental Assistance Program

PERFORMANCE PERIOD - MARCH 1, 2021 - DECEMBER 29, 2022

ERAP FUNDING SUMMARY

Total ERA Funding Received from Treasury - \$109,975,000
Total ERA Funding for ERAP Assistance - \$99,308,130
Fulton County ARPA Funding for ERAP Assistance - \$4,000,000
TOTAL FUNDING FOR ERAP ASSISTANCE - \$103,308,130
TOTAL ERAP ASSISTANCE AWARDED - \$103,308,130
Average ERAP Assistance Awarded per Household - \$10,240

APPLICATION PROCESSING SUMMARY

Applications Submitted: 36,384
Applications Adjudicated: 36,384
Applications Denied: 18,167
Households Approved/Paid: 10,024
SAFE Program Approved/Paid: 1,148
Additional Funding Requests Submitted: 2,106
Additional Funding Requests Adjudicated: 2,106
Additional Funding Requests Approved/Paid: 1,386

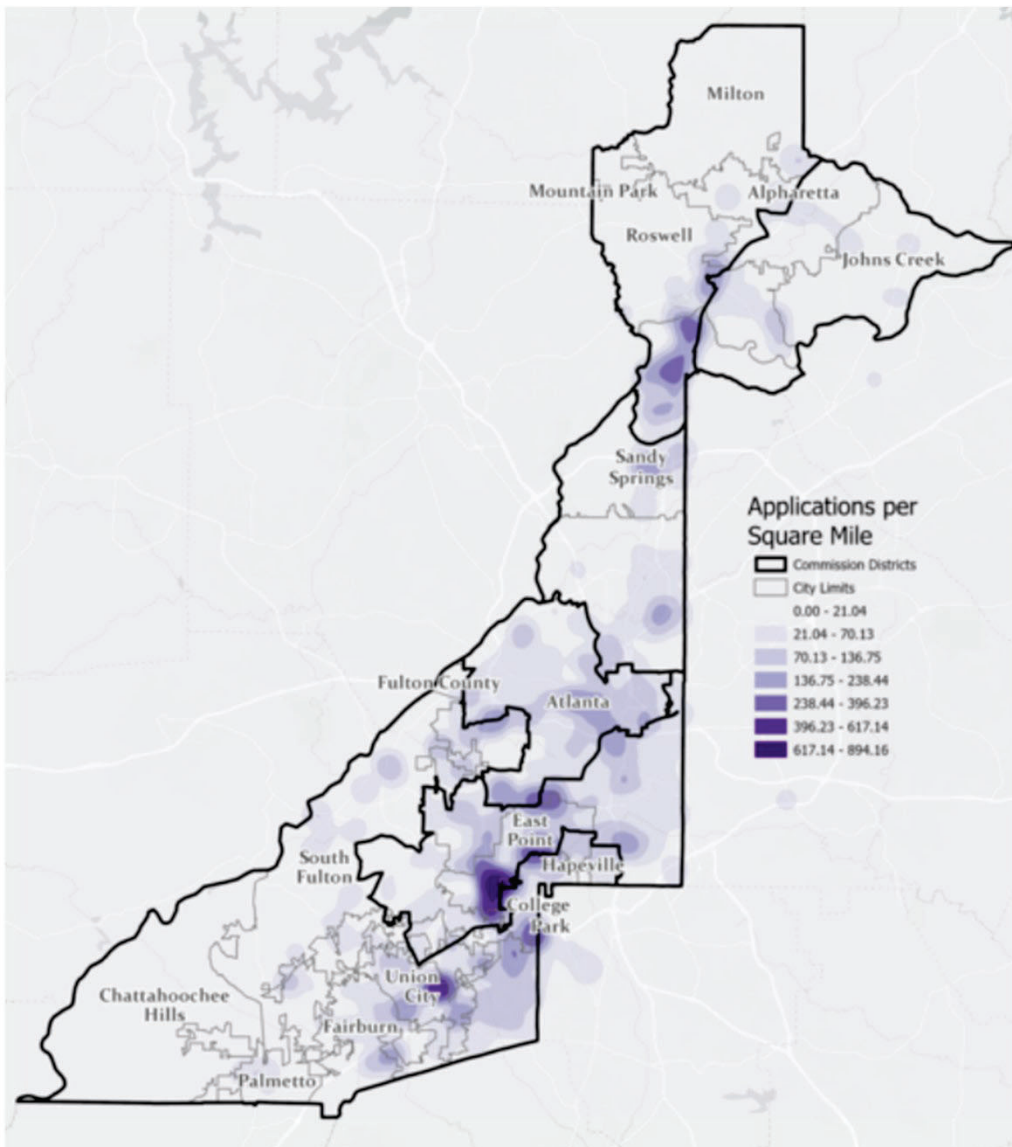
DENIED APPLICATIONS SUMMARY | TOP 5 DENIAL REASONS

1. Property Location Not Within Jurisdiction: 43%
2. Unresponsive Applicant: 19%
3. Insufficient Lease Documentation: 10%
4. Insufficient Income Verification Documentation: 10%
5. Insufficient COVID-19 Impact Documentation: 4%

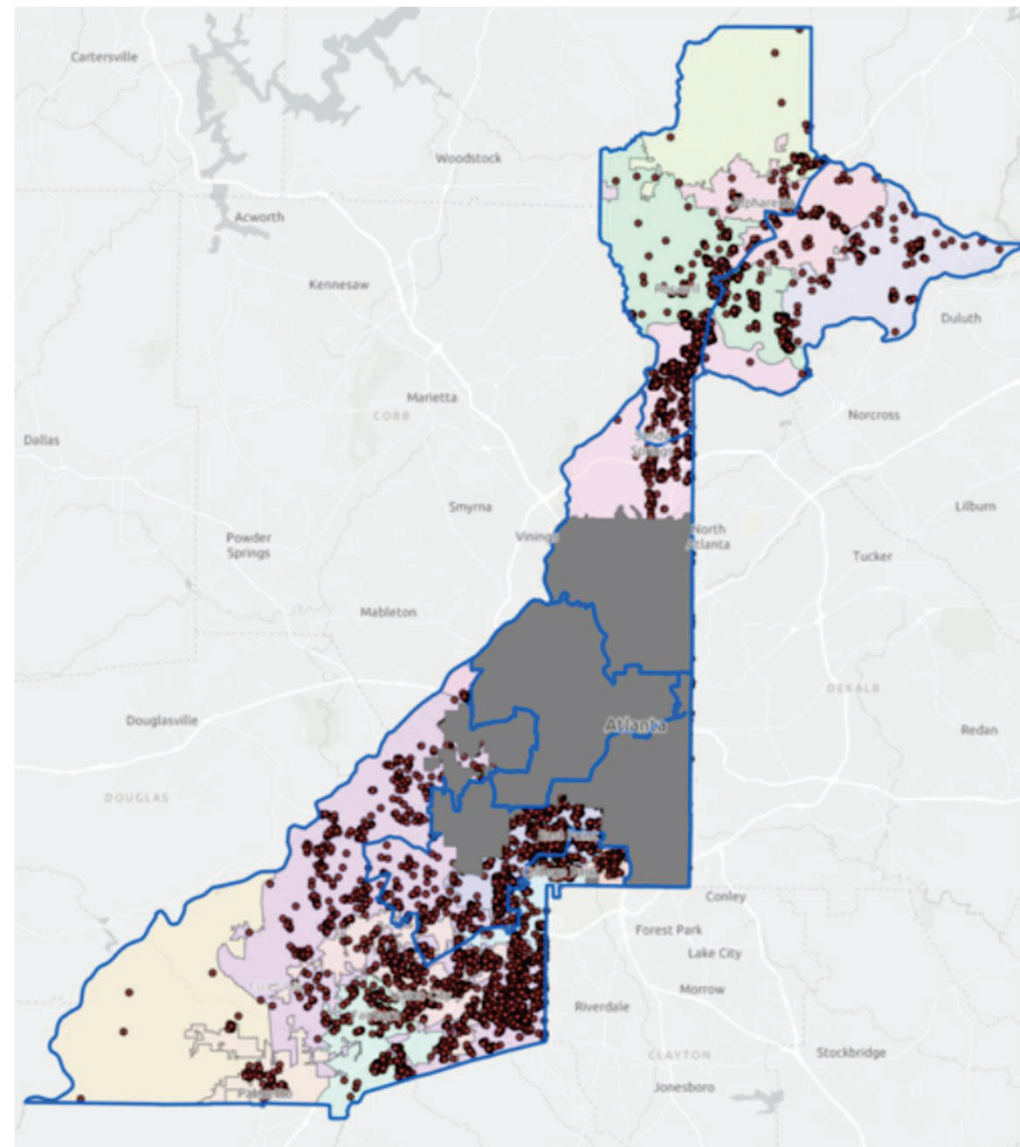


Applications and Distribution of Rental Assistance

Applications Submitted



Assistance Approved





QUESTIONS



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0042

Meeting Date: 1/18/2023

Department

External Affairs

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

Presentation of 2023 Legislative Session Update.

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

Request Approval

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

Open and Responsible Government

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

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: Presentation of 2023 Legislative Session Update.

Community Impact:

Department Recommendation: Request Approval

Project Implications:

Community Issues/Concerns:

Agenda Item No.: 23-0042

Meeting Date: 1/18/2023

Department Issues/Concerns:



**FULTON
COUNTY**

**Fulton County Board of Commissioners
January 18, 2023**

**2023 State
Legislative Update**

Funding for a Behavioral Health Crisis Center

Equitable Property Tax Appeals Process

Senior Homestead Exemption Simplification

Effective & Efficient Justice System

Equal Access to Judicial Personnel Benefits



**2023
State Legislative
Agenda**

Overview

- January 9: The Georgia General Assembly convened the 2023-2024 Legislative Biennium.
- January 9-March 29: Legislative Days 1-40 scheduled in the Adjournment Resolution ([SR 6](#)).
- January 17-19: Joint House and Senate Budget Hearings on the Fiscal Year 2023 Amended and Fiscal Year 2024 budgets.
- January 25: Governor Brian P. Kemp will address a Joint Session of the Georgia General Assembly to provide his 2023 State of the State Address.

Primary Policy Priority: BHCC Funding

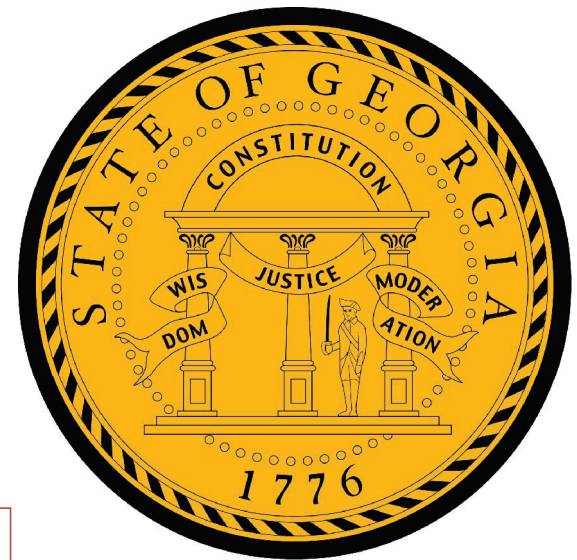
- The Fulton County Board of Commissioners requests operational funding, beginning with the State of Georgia FY24 budget, for a 24-bed, 16-chair behavioral health crisis center (BHCC).

Prefiled Legislation

Bill #/Author	Description	Status
<u>HB 4</u> Behavioral Health and Developmental Disabilities, Department of; create and maintain electronic inpatient psychiatric bed registry Rep. Sandra Scott (76 th)	This bill requires the Department of Behavioral Health and Developmental Disabilities to create, operate, and maintain an electronic inpatient psychiatric bed registry. The registry shall be a web-based resource to identify available psychiatric beds in Georgia categorized by patient gender, acuity, age, and diagnosis. The registry shall be accessible through the department's website. An advisory committee will be established to provide guidance on the creation, operation, and maintenance of the registry.	Prefiled
<u>HB 9</u> Behavioral Health and Developmental Disabilities, Department of; create and maintain Georgia Crisis and Access Line; statutorily require Rep. Sandra Scott (76 th)	This bill statutorily requires the Department of Behavioral Health and Developmental Disabilities to create, operate, and maintain the Georgia Crisis and Access Line which shall be available 24 hours a day, seven days a week. The access line will provide behavioral health care provider data to the public; support calls with sufficient access to behavioral health services and supports; and require any state-operated registry of available inpatient psychiatric beds, crisis residential beds, or substance use disorder beds to report data for purposes of the access line.	Prefiled
<u>HB 10</u> Elections and primaries; visually disabled to vote electronically Rep. Kim Schofield (63 rd)	This bill allows electors who are visually disabled to vote by absentee ballot using a secure electronic voting internet portal.	Prefiled

Legislative Calendar (SR 6) & Special Days at the State Capitol

- Monday, January 23: Legislative Day 5
 - Tuesday, January 24: Legislative Day 6
 - Wednesday, January 25: Legislative Day 7
 - Thursday, January 26: Legislative Day 8
 - Monday, January 30: Legislative Day 9
 - Monday, March 6: Legislative Day 28 (Crossover Day)
 - Wednesday, March 29: Legislative Day 40 (Sine Die)
-
- Thursday, February 16: [Fulton County Day at the Capitol](#)





Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0043

Meeting Date: 1/18/2023

Department

Purchasing & Contract Compliance

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

Request approval of a Resolution to extend emergency purchasing authority of the Chairman and County Manager for COVID-19 related purchases; and for other purposes.

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

1 **A RESOLUTION TO EXTEND EMERGENCY PURCHASING AUTHORITY OF THE**
2 **CHAIRMAN AND COUNTY MANAGER FOR COVID-19 RELATED PURCHASES;**
3 **AND FOR OTHER PURPOSES.**
4

5 **WHEREAS**, beginning in March 2020, Fulton County, Georgia has been impacted
6 by the threat and spread of a novel coronavirus known as SARS-CoV-2 (COVID-19); and

7 **WHEREAS**, on March 13, 2020, to control the spread of the virus, President
8 Donald Trump issued a “Proclamation on Declaring a National Emergency Concerning
9 the Novel Coronavirus Disease (COVID-19) Outbreak”; and

10 **WHEREAS**, on February 24, 2021, President Joseph Biden extended the
11 “Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus
12 Disease (COVID-19) Outbreak”; and

13 **WHEREAS**, on February 18, 2022, President Biden again extended the national
14 emergency declaration beyond March 1, 2022; and

15 **WHEREAS**, on January 11, 2023, United States Department of Health and Human
16 Services Secretary Xavier Becerra renewed the COVID-19 public health emergency,
17 which is renewed every 90 days, until April 11, 2023; and

18 **WHEREAS**, the pandemic is ongoing, and Fulton County continues to have a great
19 need for emergency vehicles to remain in place to allow the County to access COVID -
20 19 response services and equipment as necessary to provide appropriate responses as
21 the COVID-19 pandemic continues to cause significant risk to public health and safety;
22 and

23 **WHEREAS**, the public health emergency caused by the spread, and potential
24 spread, of COVID-19 has negatively impacted Fulton County’s public health, supply
25 chain, and healthcare infrastructure; and

1 **WHEREAS**, on March 18, 2020, the Board of Commissioners (“BOC”) passed
2 Resolution No. 20-0237 authorizing the Chairman and the County Manager to execute
3 any documents, including but not limited to, contracts, memorandums of understanding,
4 or declarations necessary to ensure the maintenance of critical governmental functions
5 during the pandemic; and

6 **WHEREAS**, this authority granted to the Chairman and County Manager, as
7 extended, expires on January 18, 2023; and

8 **WHEREAS**, the BOC wishes to continue the authorization granted to the County
9 Manager and Chairman to make COVID-19 related emergency purchases from any
10 funding the County has received including the Federal Emergency Management Agency
11 (FEMA), the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford
12 Act) (42 U.S.C §§ 5121-5207), Consolidated Appropriations Act (H.R. 133, 116th Cong.
13 (2020)), Emergency Rental Assistance Program (15 U.S.C. § 9058c), Coronavirus Aid,
14 Relief and Economic Security Act (C.A.R.E.S. Act) (Pub. Law 116-136, March 27, 2020,
15 15 U.S.C. § 9001 et seq.), and American Rescue Plan Act (H.R. 1319, 117th Cong.
16 (2021)), using the same process that was put into place to handle C.A.R.E.S. Act funded
17 projects consistent with Fulton County Code of Ordinances § 102-385.

18 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
19 extends the time-period of COVID-19 related emergency purchasing authority to the
20 County Manager and Chairman until February 15, 2023.

21 **FURTHER, BE IT RESOLVED**, that the Chairman or the County Manager are
22 hereby authorized to execute any documents, including but not limited to contracts,

1 memorandums of understanding, or declarations necessary to ensure the maintenance
2 of critical governmental functions.

3 **FINALLY, BE IT RESOLVED**, that this Resolution shall become effective upon
4 adoption and shall continue until further notice.

5 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County, this
6 ____ day of _____, 2023.

7 **FULTON COUNTY BOARD OF**
8 **COMMISSIONERS**

9 **SPONSORED BY:**

10
11
12
13
14 _____
15 Chairman Robert L. Pitts

16 **ATTEST:**

17
18
19
20
21 _____
22 Tonya R. Grier
23 Clerk to the Commission

24 **APPROVED AS TO FORM:**

25
26
27
28 _____
29 Y. Soo Jo
30 County Attorney
31

32
33 <https://fc0365.sharepoint.com/sites/CountyAttorney/CALegislation/Pur/Resolutions/01.18.23%20Resolution%20COVID19%20Chairman%20and%20CM%20Authority.docx?web=1>
34



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0044

Meeting Date: 1/18/2023

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

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.: 23-0045

Meeting Date: 1/18/2023

Department

Registration & Elections

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

Request approval of a Resolution amending the cost to be charged to municipalities who authorize Fulton County to conduct any or all of their municipal elections; and for other purposes.

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

In accordance with Fulton County Code § 1-117, the Board of Commissioners has exclusive jurisdiction to exercise such powers as are granted by law or are indispensable to their jurisdiction over County matters and County finances.

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

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: Pursuant to O.C.G.A. § 21-2-45(c), municipalities are required to pay all costs a county incurs while conducting elections services requested by a municipality. The passage of Resolution 19-0630 at the August 7, 2019 Board of Commissioners meeting changed the calculation for municipal elections from a pro-rata share of registered voters to a set monetary amount per registered voter. The cost per registered voter calculation, however, does not cover the current election costs, therefore, the County is incurring costs for conducting municipal elections which should be paid by the municipalities. This resolution would amend the calculation from a set amount per registered voter and return it to a municipality's pro-rata share.

Scope of Work: Provide municipalities the cost to have Fulton County conduct their municipal election to allow each municipality to compare the cost when seeking an alternative to conduct their own election, if desired.

Community Impact: Registration & Elections staff is not aware of any community impact.

Department Recommendation: The Department of Registration and Elections recommends approval.

Project Implications: Registration & Elections staff is not aware of any project implication.

Community Issues/Concerns: Registration & Elections staff is not aware of any community impact or concerns.

Department Issues/Concerns: O.C.G.A. § 21-2-45(c) requires municipalities to pay all costs a county incurs while conducting the municipality's requested elections services. The current cost structure does not capture all the costs the County incurs for conducting said elections at the respective municipalities' request.

1 **A RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS**
2 **AMENDING THE COST TO BE CHARGED TO MUNICIPALITIES WHO**
3 **AUTHORIZE FULTON COUNTY TO CONDUCT ANY OR ALL OF THEIR**
4 **MUNICIPAL ELECTIONS; AND FOR OTHER PURPOSES.**
5

6 **WHEREAS**, the Fulton County Board of Registration and Elections (“BRE”) is the
7 entity empowered to supervise and conduct elections in Fulton County, Georgia (the
8 “County”) pursuant to 1989 Ga. Laws p. 4577; and

9 **WHEREAS**, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any
10 municipality to contract with the county within which that municipality wholly or partially
11 lies to conduct any or all elections; and

12 **WHEREAS**, O.C.G.A. § 21-2-45(c) empowers a municipality to, by ordinance,
13 authorize a county to conduct such elections; and

14 **WHEREAS**, O.C.G.A. § 21-2-45(c) requires municipalities to pay all costs a county
15 incurs while conducting the municipality’s requested elections services; and

16 **WHEREAS**, agreements between the County and its municipalities have been
17 utilized for conducting elections since the passage of Resolution 17-0628 at the August
18 2, 2017 meeting of the Board of Commissioners (the “BOC”) pursuant to which the BOC
19 directed that municipalities would pay the County based on the pro-rata share of
20 registered voters for requested County provided election services; and

21 **WHEREAS**, these agreements between the County and its municipalities are for
22 individual election cycles and new agreements are required for subsequent election
23 cycles if the municipalities authorize the County to conduct all or part of their election; and

24 **WHEREAS**, with the passage of Resolution 19-0630 at the August 7, 2019
25 meeting, the BOC changed the calculation for municipal elections from pro-rata share of
26 registered voters to a set monetary amount for each registered voter; and

1 **WHEREAS**, the costs associated with conducting general, special and runoff
2 elections are increasing and demand greater commitment and provision of resources by
3 the County; and

4 **WHEREAS**, in 2021, the total number of voters registered to vote in the County
5 was 819,926; and

6 **WHEREAS**, in 2021, the cost associated with conducting elections for these voters
7 was \$5,174,403.63; and

8 **WHEREAS**, in 2021, the total revenue paid to the County by municipalities for
9 municipal elections was only \$2,426,980.00; and

10 **WHEREAS**, the BOC recognizes the need to fairly apportion the costs of
11 conducting elections to all citizens and voters of the County and comply with the
12 requirements of O.C.G.A. § 21-2-45(c); and

13 **WHEREAS**, the BOC desires to implement a more accurate cost structure at the
14 start of the 2023 election cycle to ensure that municipalities pay all costs the County incurs
15 while conducting the municipalities' requested elections services; and

16 **WHEREAS**, the BRE has researched the issues related to the cost municipalities
17 pay for the County conducting their municipal elections and believes that the pro-rata
18 share approach better captures all costs incurred by the County in conducting said
19 elections over the specific cost per registered voter approach adopted in 2019; and

20 **WHEREAS**, the BOC agrees with the BRE's analysis.

21 **NOW THEREFORE, BE IT HEREBY RESOLVED**, by the Fulton County Board of
22 Commissioners that in even numbered years when the County is holding a regularly
23 scheduled federal, statewide or County Primary, Primary runoff, General Election or

1 General Election runoff, the County will pay the costs of conducting the election.

2 **BE IT FURTHER RESOLVED**, that in odd-numbered years when municipalities
3 hold regularly scheduled municipal general elections, municipalities requesting County
4 election services will pay an upfront pro-rata share of the cost of those services, based
5 on the municipalities' respective number of registered voters, but in the event of a
6 concurrent County election with overlapping territory, the County shall assume its own
7 pro-rata share of costs, with Election services to include a number of early voting sites to
8 be determined by the County.

9 **BE IT FURTHER RESOLVED**, that as part its budget process, the Board of
10 Registration and Elections shall include a line item identifying the expected costs to the
11 County to conduct municipal elections and this budget line item shall form the basis of the
12 pro-rata share the municipalities shall be required to pay in advance, no later than four
13 (4) months before the date of a scheduled municipal election, to the County when they
14 request the County conduct their municipal elections.

15 **BE IT FURTHER RESOLVED**, that if the pro-rata share cost calculations result in
16 payments in excess of the total cost of the election services which were requested by all
17 or some of the municipalities and provided by the County to the municipalities, such
18 excess payments shall be refunded to said municipalities upon request and on a pro-rata
19 basis.

20 **BE IT FURTHER RESOLVED**, that in odd-numbered years, the County will
21 coordinate with the municipalities in setting the dates of elections.

22 **BE IT FURTHER RESOLVED**, by the Board of Commissioners that this policy
23 shall be effective for all Fulton County municipalities beginning with elections in 2023 and

1 shall be used as the basis for any agreement with any municipality requesting County
2 election services.

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

6 **SO PASSED AND ADOPTED** by the Board of Commissioners of Fulton County
7 this 18th day of January 2023.

8 **FULTON COUNTY**
9 **BOARD OF COMMISSIONERS**
10

11 _____
12 Robert L. Pitts, Chairman
13

14
15 **ATTEST:**

16
17 _____
18 Tonya R. Grier, Clerk to the Commission
19

20 **APPROVED AS TO FORM:**

21
22
23 _____
24 Y. Soo Jo, County Attorney
25

26 [https://fc0365.sharepoint.com/sites/CountyAttorney/CALegislation/Elections/Resolutions/1.10.23 Resolution amending municipal](https://fc0365.sharepoint.com/sites/CountyAttorney/CALegislation/Elections/Resolutions/1.10.23%20Resolution%20amending%20municipal%20elections%20costs.docx)
27 [elections costs.docx](https://fc0365.sharepoint.com/sites/CountyAttorney/CALegislation/Elections/Resolutions/1.10.23%20Resolution%20amending%20municipal%20elections%20costs.docx)



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0046

Meeting Date: 1/18/2023

Department

Information Technology

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

Request approval of a recommended proposal - Information Technology, 22RFP315692K-BKJ, Design, Development and Implementation of Employee Intranet Site in an amount not to exceed \$1,106,000.00 with Svanaco Inc., DBA Americaneagle.com (Des Plaines, IL), to create an internal-facing employee intranet portal that focuses on employee services and communications. Effective upon issuance of a Notice to Proceed and shall continue until the sooner of (a) a period of 18 months; (b) Final Acceptance; or (c) the Agreement is terminated as provided in the contract. 100% grant funded from ARPA.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: The scope of work is to develop, design, and implement an employee intranet portal, as well as assist with enhancements and remediations to the public-facing internet site. As this initiative supports a remote workforce, IT proposes the use of American Rescue Plan Act funds as the funding source for the initiative.

The IT, External Affairs, Customer Services, and Diversity & Civil Rights departments have partnered

to implement a modern intranet and employee portal to facilitate information dissemination, decision making, collaboration and engagement. The intranet will bring its information and services to the employees wherever they are working and on whatever device they are using.

Fulton County employees currently use the “Employee Central” website to post information and documentation. The Employee Central website is underused and runs on outdated technology which poses security risks and does not meet the expectations of the required employee experience. This initiative provides an opportunity to build an intranet portal based on Fulton County employees’ experience and needs, thereby promoting employee engagement, communication, and collaboration.

Scope of Work: The scope of the initiative is to develop, design, and implement a digital workspace for Fulton County employees to disseminate information, communicate, and collaborate on strategic and tactical responsibilities. Additionally, it includes a mobile-friendly application that adapts continually to the changing needs and preferences of employees, businesses, and the enhancements and remediations for the public-facing internet site.

This is a new system and in accordance with County Purchasing Code Section 102-386 regarding intellectual property, the anticipated useful life of the intellectual property is a minimum of 10 years and the anticipated annual cost for maintenance & support agreement, service agreement and licensing fees in order to maintain the intellectual property over its useful life is estimated to be \$189,000 annually beginning 2024.

Community Impact: Enhancements and remediation for the public-facing website provides an improved digital experience for residents, businesses, and other agencies seeking information regarding Fulton County services.

Department Recommendation: IT recommends approval.

Project Implications: The project enhances a positive external facing web site and provides an internal employee portal service to amplify employee satisfaction and engagement.

Community Issues/Concerns: There are no issues/concerns to report.

Department Issues/Concerns: There are no additional concerns to report.

Contract Modification: This is a new procurement.

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

Contract Value: \$1,106,000.00

Prime Vendor: Svanaco Inc. DBA Americaneagle.com

Prime Status: Non-Minority

Location: Des Plaines, IL

County: Cook County

Prime Value: \$1,106,000.00

Agenda Item No.: 23-0046

Meeting Date: 1/18/2023

Total Contract Value: \$1,106,000.00 or 100.00%

Total Certified Value: \$0.00

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

Exhibit 1: Evaluation Committee Recommendation Letter

Exhibit 2: Contractor's Performance Memo

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

Lateef Ashekun, Interim CIO, Information Technology, 404-612-0192

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount: \$0.00

Previous Adjustments: \$0.00

This Request: 1,106,600.00

TOTAL: 1,106,600.00

Grant Information Summary

Amount Requested:

☐ Cash

Match Required:

☐ In-Kind

Start Date:

☐ Approval to Award

End Date:

☐ Apply & Accept

Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

448-220-ARP1-VIRT: American Rescue Plan, Information Technology, Virtual Support - IT

Key Contract Terms	
Start Date: 1/1/2023	End Date: See contract terms

Agenda Item No.: 23-0046

Meeting Date: 1/18/2023

Cost Adjustment:	Renewal/Extension Terms: N
	renewals

Overall Contractor Performance Rating: New vendor

Would you select/recommend this vendor again?

Choose an item.

Report Period Start:

Report Period End:



INTEROFFICE MEMORANDUM

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

FROM: Evaluation Committee Recommendation Letter

DATE: October 13, 2022

PROJECT: 22RFP315692K-BKJ - Design, Development and Implementation of Employee Intranet Site

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of the Finance Department.

Eight (8) qualified firms submitted proposals for evaluation and consideration for award of this project:

1. AgencyQ
2. AgreeYa Solutions
3. Americaneagle.com
4. Cistech Consulting, LLC
5. Digital Tonic, LLC
6. DoZen Co
7. Mobikasa, LLC
8. WayPath

Upon completion of oral presentations the following firms were short listed:

Americaneagle.com
DoZen Co
Digital Tonic

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by **Americaneagle.com** with a total score of **85.92**, is the recommended vendor for the award of 22RFP315692K-BKJ - Design, Development and Implementation of Employee Intranet Site.

Evaluation Committee Recommendation Letter

October 13, 2022

Page | 2

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

SELECTION COMMITTEE MEMBERS:

DocuSigned by:

Jessica Corbitt

06EFC656439C4F9...

Director

DocuSigned by:

Marcelle English

1A2458DA0EFF4C4...

Digital Communications

DocuSigned by:

Brigitte Bailey

C7C702F0B69E46B...

Director

DocuSigned by:

Melissa Cutlerell

67C385D4A23A4DA...

EEO Administrator

DocuSigned by:

Donna Sequerra

0BB7B5CCD2414D3...

Assistant CIO

DocuSigned by:

Sandra Flanigan

9973BF240ACE479...

Project Manager

Evaluation Committee Recommendation Letter

October 13, 2022

Page | 3

EVALUATION CRITERIA	WEIGHT	AMERICANEAGLE.COM	DIGITAL TONIC	DOZEN CO
Technical Approach	30%	27.50	21.25	22.50
Qualifications of Key Personnel	20%	19.17	16.67	15.83
Relevant Project Experience	20%	17.50	13.33	16.67
Availability of Key Personnel	15%	13.75	10.00	10.63
Local Preference	5%	0.00	0.00	0.00
Service Disabled Veterans Preference	2%	0.00	0.00	0.00
Technical Score		77.92	61.25	65.63
Cost	8%	8.00	2.41	7.56
TOTAL SCORE:	100%	85.92	63.66	73.19



INTEROFFICE MEMORANDUM

TO: Elsa Castro, Chief Assistant Purchasing Agent
Felicia Strong-Whitaker, Director
Department of Purchasing & Contract
Compliance

THROUGH: Lateef Ashekun, Interim CIO, FCIT

FROM: Sandra Flanagan, Program Project Manager *Sandra Flanagan*
Sandra Flanagan (Dec 7, 2022 15:39 EST)

DATE: December 7, 2022

SUBJECT: Design, Development, and Implementation of
Employee Intranet Site

Please be advised that Svanaco Inc DBA Americaneagle has never done business with the Department of Information Technology as a Purchasing Contract vendor.







Americaneagle Memo

Final Audit Report

2022-12-07

Created:	2022-12-07
By:	Yvonne Hanniford (yvonne.hanniford@fultoncountyga.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAetu_coAvux-GMik1eZZd040dmtNs6ZaB

"Americaneagle Memo" History

-  Document created by Yvonne Hanniford (yvonne.hanniford@fultoncountyga.gov)
2022-12-07 - 8:36:50 PM GMT
-  Document emailed to sandra.flanigan@fultoncountyga.gov for signature
2022-12-07 - 8:37:42 PM GMT
-  Email viewed by sandra.flanigan@fultoncountyga.gov
2022-12-07 - 8:38:32 PM GMT
-  Signer sandra.flanigan@fultoncountyga.gov entered name at signing as Sandra Flanigan
2022-12-07 - 8:39:21 PM GMT
-  Document e-signed by Sandra Flanigan (sandra.flanigan@fultoncountyga.gov)
Signature Date: 2022-12-07 - 8:39:23 PM GMT - Time Source: server
-  Agreement completed.
2022-12-07 - 8:39:23 PM GMT



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0047

Meeting Date: 1/18/2023

Department

Real Estate and Asset Management

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

Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC99999-001-SPD0000164-0002, Natural Gas Services Provider for Firm Accounts not to exceed \$700,000.00 with Scana Energy Marketing, LLC (Atlanta, GA), to provide natural gas services to all County facilities including the Fulton County Jail Complex. Effective upon BOC approval through December 31, 2023.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background Request approval to utilize statewide contract to provide Natural Gas Services to all County facilities for FY2023.

Scope of Work: This contract provides natural gas services to all Fulton County facilities 107 firm delivery accounts which include the Fulton County Jail Complex for fiscal year 2023. The cost for this natural gas services contract is projected based on the consumption during the previous year from the fixed firm accounts and adjusted for inflation and escalating gas prices for projected usage for the next 12 months.

In using this statewide contract for natural gas, the County can save money on the fluctuating cost of natural gas by participating in volume buying.

Key benefits of utilizing the statewide contract includes:

- Transportation pricing is an average of 30% less than what was offered on the prior statewide contract.
- Natural gas program manager is available to assist customers in obtaining their natural gas along with explaining options and services provided.
- Dedicated contract management team who will manage the daily operations of this statewide contract.
- Each pool group, in its entirety, is covered by one supplier.

Community Impact: This service is necessary for the comfort of the patrons and employees in County facilities.

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

We previously provided natural gas services for the County Jail through an Interruptible account, however, after analysis of future natural gas rates, it was determined that it would be in the best financial interest of the County to switch to a firm, fixed account.

The requested spending authority in the total amount of \$700,000.00 is due to the anticipation of a very volatile energy costs rate increase for G11 Firm accounts for FY2023. According to the State of Georgia Natural Gas Representative, the demand for Firm Capacity has increased only for economic access AGL rate G11. The G-11 analysis use the NY Mercantile rate Plus \$0.134 per Therm Plus \$6.50 Times the Dedicated Design Day Capacity Charge (DDDC). The total spending authority will be more than enough to cover all firm accounts for FY2023.

Historical Expenditures:

- FY2022: The County expenditure as of 12/19/2022, is \$585,300.47
- FY2021: The County spent \$554,707.73
- FY2020: The County spent \$444,758.79
- FY2019: The County spent \$489,382.33
- FY2018: The County spent \$790,258.26
- FY2017: The County spent \$499,614.84

Project Implications: This contract provides natural services at all County facilities, including the Fulton County Jail Complex. Disconnection in gas services would force our facilities to shut down immediately and would limit the services that can be provided to our citizens.

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

Department Issues/Concerns: If this contract is not approved, the County facilities will not have natural gas service provided to them.

Contract Modification: This is a new request.

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

Not Applicable

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

Exhibit 1: SWC Benefits Sheet

Exhibit 2: SWC#99999-001-SPD0000164-0002

Exhibit 3: Contractor Performance Report

Exhibit 4: Justification Form for use of Statewide Contract

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$700,000.00
TOTAL:	\$700,000.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

100-999-S666-1492: General, Non-Agency, Gas- \$700,000.00 "Subject to availability of funding adopted for FY2023 by BOC"

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

Overall Contractor Performance Rating: 3.80

Would you select/recommend this vendor again?

Yes

Report Period Start:
7/1/2022

Report Period End:
9/30/2022



The Georgia Department of Administrative Services, State Purchasing Division, has established a Statewide Contract for **Natural Gas – Firm Delivery Service** with **Gas South, LLC, Scana Energy Marketing, Inc., and Infinite Energy, Inc.** The supplier's service is specified by pool group. Gas South was awarded Macon and Rome; Scana was awarded Atlanta, Brunswick, SNG, Transco, and Valdosta; and Infinite Energy was awarded Augusta and Savannah.

This is a **MANDATORY CONTRACT** for all State of Georgia governmental entities subject to the State Purchasing Act. The statewide contract is also available on a convenience basis to all other Governmental Entities in the State of Georgia such as state authorities, local government, municipalities, cities, townships, and counties.

The purpose of this contract is **to provide firm delivery service of natural gas to the total deregulated area of the State of Georgia.**

Key benefits of the contract include:

- Transportation pricing is an average of 30% less than what was offered on the prior statewide contract.
- Natural gas program manager is available to assist customers in obtaining their natural gas along with explaining options and services provided.
- Dedicated contract management team who will manage the daily operations of this statewide contract.
- Each pool group, in its entirety, is covered by one supplier.



**CONTRACT AMENDMENT # 2
RENEWAL # 2
REMAINING RENEWALS # 3**

This amendment by and between the Supplier and State Entity defined below shall be effective as of the date this Amendment is fully executed. To the extent the contract requires the State Entity to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services ("DOAS")
Supplier's Full Legal Name:	Scana Energy Marketing, LLC
Contract No.:	99999-001-SPD0000164-0002
Solicitation No./Event ID:	99999-001-SPD0000164
Solicitation Title/Event Name:	Natural Gas: Firm Delivery Service
Contract Award Date:	10/01/2019
Current Contract Term:	01/01/2021-12/31/2022

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

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

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

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	01/01/2023
End Date of New Contract Term:	12/31/2023

CONTRACT NUMBER: 99999-001-SPD0000164-0002

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

1. **PRICING:** PRICING. The pricing for the respective pool group is as follows:

Pool	Renewal Price
ATL	NYMEX Plus \$0.134per Therm plus \$6.50 Times the DDDC
Transco	NYMEX Plus \$0.134 per Therm plus \$6.50 Times the DDDC
Brunswick	NYMEX Plus \$0.325 per Therm plus \$8.75 Times the DDDC
SNG	NYMEX Plus \$0.124 per Therm plus \$7.25 Times the DDDC
Valdosta	NYMEX Plus \$0.190 per Therm plus \$8.75 Times the DDDC

2. **EFFECTIVE DATE: JANUARY 1, 2023**
3. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
4. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

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

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Scana Energy Marketing, LLC
Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	
Company Address:	

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commission – State Purchasing
Date:	
Company Address:	200 Piedmont Avenue, S.E. Suite 1308, West Tower Atlanta, Georgia 30334-9010



**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
7/1/2022	9/30/2022	1/1/2022	12/31/2022
Purchaser Order Number		Purchase Order Date	

Department

Real Estate and Asset Management

Bid Number

Service Commodity

WC#99999-001-SPD0000164-000

Natural Gas Services

Contractor

Scana Energy Marketing, LLC

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	Scana Energy has exceeded contract requirements and expectations.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

2. Timeliness of Performance

(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)

<input type="radio"/>	0	Scana timeliness of service continues to be excellent. No delays have been experienced.
<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	Good business relations and Immediately respond to requests within 24 hrs.
<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	Scana customer services has been outstanding. Bills were submitted timely and without question.
	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	No complaints. They have continue to deliver outstanding customersatisfaction.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	3.80	Date	12/19/2022
Would you select/recommend this vendor again?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Rating completed by:	April Pye		
Department Head Name:	Joseph Davis		
Department Head Signature	<i>Joseph Davis</i>		

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

Submit

Print

Save

COOPERATIVE PURCHASING/STATEWIDE/GSA

USE JUSTIFICATION FORM

Department Name: Department of Real Estate and Asset Management

Contract # and Title: SWC #99999-001-SPD0000164-0002- Natural Gas Firm Delivery Service.

Date: December 19, 2022

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

1. Provide justification for the use of the cooperative purchasing/statewide/GSA contract your department would like to utilize:

This contract will provide natural gas services to all County facilities 105 firm delivery accounts which include the Fulton County Jail Complex through December 2023. The cost for this natural gas services contract is projected based on the consumption during the previous year from the fixed firm accounts and adjusted for inflation and escalating gas prices for projected usage for the next 12 months.

In using the statewide contract for natural gas, the County can save money on the fluctuating cost of natural gas by participating in volume buying.

The benefits of this contract are as follows:

- Transportation pricing is an average of 30% less than what was offered on the prior statewide contract.
 - Natural gas program manager is available to assist customers in obtaining their natural gas along with explaining options and services provided.
 - Dedicated contract management team who will manage the daily operations of this statewide contract.
 - Each pool group, in its entirety, is covered by one supplier.
2. Attach a copy of the cooperative purchasing/statewide/GSA contract document or the contract information.

See Attached

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

- ☒ leveraging benefits of volume purchasing
- ☒ volume discounts
- ☒ service delivery requirement advantages
- ☒ reduction of cycle times
- ☒ enhanced service specification

Additional information:



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0048

Meeting Date: 1/18/2023

Department

Public Works

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

Request approval of an Intergovernmental Agreement (IGA) between Fulton County, Georgia and Forsyth County, Georgia for water main and sewer line relocations associated with the McGinnis Ferry Road Improvement Project, P.I. 0004634, in an estimated amount of \$1,323,000.00.

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

Ga Const. Art. 9, § 3, ¶ I 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 requires that 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: Forsyth County is currently planning to improve McGinnis Ferry Road between Union Hill Road and Hospital Parkway. The project will include road widening and the construction of

sidewalk improvements. As part of this roadway project, approximately 3,100 linear feet of 12-inch water main and 285 linear feet of 8-inch sewer line with appurtenances will be required to be relocated within the current right-of-way. Water and sewer service will remain uninterrupted during the construction period. Forsyth County will be bidding the roadway improvements in Q1 2023 and has requested the execution of an IGA between Fulton County and Forsyth County to allow Forsyth County to bid the sewer and water main relocation work as part of their project. Fulton County would then reimburse Forsyth County after award of the bid and completion of the construction work. Fulton County staff will be on-site during the relocation of the sewer and water main to ensure that its construction is done to Fulton County standards. The estimated cost of the relocation and installation of the impacted sewer line and water mains are \$1,323,000.00, which has been budgeted for as part of the 2023 Water and Sewer fund budget and included in the 2016-2026 Capital Improvement Program.

Community Impact: Currently, Fulton County has a 12-inch water main and an 8-inch sewer line serving properties along McGinnis Ferry Road. The road Improvements will affect the existing water and sewer lines that serve the developments in this area as well as the water distribution and sewer collection system in Fulton County and Forsyth County. 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 water main.

Department Recommendation: The Department of Public Works believes that the most cost-effective way to complete the water main and sewer line relocation is by allowing Forsyth County to bid out the work as part of its roadway project. This format has been used on several previous projects and has proven to be beneficial for both parties. Therefore, Public Works recommends that Fulton County enter into an IGA with Forsyth County.

Project Implications: The road improvements impact the existing water mains and sewer lines due to modifications of existing grades and road widening along McGinnis Ferry Road that require water mains 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 mains.

Department Issues/Concerns: The Public Works Department is not aware of any issues or concerns with this proposed IGA. This type of arrangement between Forsyth County and Fulton County have performed similar projects well in the past together.

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.*)

Agenda Item No.: 23-0048

Meeting Date: 1/18/2023

Forsyth County

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

Exhibit-A-EXe_Forsyth_County_IGA_G.D.O.T._PI-0004634

Exhibit -B-McGinnis Ferry Quantities & Cost PI0004634

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

Forsyth County

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount:

Previous Adjustments:

This Request: \$1,323,000.00

TOTAL: \$1,323,000.00

Grant Information Summary

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

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

Fiscal Impact / Funding Source

Funding Line 1:

Water & Sewer Renewal and Extension Fund, 203-540-5400-H065

Key Contract Terms

Agenda Item No.: 23-0048

Meeting Date: 1/18/2023

Start Date:	End Date:
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Choose an item.

Report Period Start:

Report Period End:

**INTERGOVERNMENTAL AGREEMENT
BETWEEN FULTON COUNTY, GEORGIA
AND FORSYTH COUNTY, GEORGIA**

For G.D.O.T. Project Number: 0004634

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

WHEREAS, Forsyth County proposes under the above-referenced project to widen McGinnis Ferry Road from Union Hill Road to Sargent Road in Forsyth and Fulton Counties, Georgia (hereinafter through its competitive bidding procedures; and

WHEREAS, Forsyth County has entered into an intergovernmental agreement regarding the Project with the City of Alpharetta, Georgia, and the City of Johns Creek, Georgia, pursuant to which Forsyth County is authorized to undertake all necessary activities within the jurisdictional boundaries of each city in furtherance of Forsyth County’s rights and responsibilities for completion of the Project, including, without limitation, authorization to order relocation of any third-party utilities located in each city; and

WHEREAS, Fulton County has the following utility (Water & Sewer) facilities which must be adjusted and/or relocated and provided connection along new roadway as a result of the proposed Project (hereinafter called the “W&S Relocation”); the facilities include fire hydrants, water main, sewer line, sewer manholes, water meters and valve boxes, as shown on construction plans for the Project; and

WHEREAS, Fulton County does not have adequate equipment and staff to adjust and/or relocate its facilities or for other reasons considers it advantageous to have this work included in Forsyth C construction contract; and

WHEREAS, the plans and specifications for the W&S Relocation (hereinafter called the “Plans”) have been approved by both Forsyth County and Fulton County and are attached hereto and incorporated herein as **Exhibit “A”**.

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, Subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not exceeding 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, Fulton County and Forsyth County desire to enter into an IGA wherein Forsyth County, through its contractor, can adjust and relocate Fulton County's facilities in a more economical and efficient manner without disruption to the Project; and

WHEREAS, as consideration for Forsyth County adjusting and/or relocating Fulton County's facilities, Fulton County will reimburse the relocation cost to Forsyth County; and

WHEREAS, Fulton County and Forsyth County have determined that this IGA serves the best interest of all Parties and their citizens by the improvement of public infrastructure.

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, Fulton County and Forsyth County 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 infrastructure improvements including water and sewer.

II. COMPENSATION AND PAYMENT.

1. The approximate non-binding pre-let estimate of the total cost of the W&S Relocation work contemplated under this IGA, subject to change based upon bid acceptance and as otherwise provided herein, is \$1,323,000.00 (One Million Three Hundred Twenty-Three Thousand and 00/100 Dollars) based on Fulton County's estimate attached hereto and incorporated herein as . Fulton County shall pay to Forsyth County 100 percent of the final cost of the W&S Relocation work, as such cost is determined pursuant to the terms of this IGA, performed on behalf of Fulton County. It is agreed that the compensation specified includes both direct and indirect costs incurred in the performance of this IGA.
2. As soon as practicable after the opening of bids and acceptance of a bid by Forsyth County, Forsyth County shall notify Fulton County in writing of the cost amount due Forsyth County. Fulton County shall promptly respond to Forsyth County with either its acceptance of the amount payable by Fulton County for the W&S Relocation or its reasonable determination that there is a material discrepancy or error in the calculation of the amount due Forsyth County. The parties agree that if Fulton County has not responded to Forsyth County's notice of the accepted bid contract amount within ten (10) days after Fulton County's receipt of such notice, Fulton County will be deemed to have accepted such amount and, therefore, Forsyth County will proceed with the work necessary for the W&S Relocation as provided herein.

3. Forsyth County will provide Fulton County with monthly invoices in amounts equal to the amounts Forsyth County has paid each month to the contractor performing the W&S Relocation. Fulton County shall pay such invoices within thirty (30) days from receipt. Upon completion of the W&S Relocation, Forsyth County shall submit a final invoice to Fulton County as provided herein.
4. In the event there is a change in the Project or it becomes necessary to add pay items that are not provided for in the contract, Forsyth County shall negotiate prices with the contractor and enter into a supplemental agreement with the contractor for completion of the additional items. Fulton County shall bear 100 percent of the additional cost of the W&S Relocation, including, without limitation, the cost of any improvements or betterments to the water and sewer facilities requested by Fulton County, as determined in accordance with this IGA.
5. The final cost of the W&S Relocation work performed on behalf of Fulton County shall be determined by measurement of the actual quantities of installed materials, including added items as provided herein, multiplied by the actual bid prices. Accordingly, after the W&S Relocation has been completed, Forsyth County shall determine the final cost to be borne by Fulton County and, as the case may be, shall refund to Fulton County or shall request of Fulton County an additional payment in the amount of the difference between the final cost to be borne by Fulton County and the amount which Fulton County has previously paid to Forsyth County. In the event additional payment is due to Forsyth County, Fulton County agrees to pay same within thirty (30) days after the invoice is received from Forsyth County. In the event a refund is due Fulton County, Forsyth County agrees to pay Fulton County within thirty (30) after the refund amount is determined by Forsyth County.

III. OVERVIEW.

The work contemplated by this IGA consists of constructing the W&S Relocation for the Project. Upon completion of the work and upon certification by Forsyth County and Fulton Engineers that the work has been completed in accordance with the Plans, Fulton County will accept the adjusted, relocated and additional facilities and will thereafter operate and maintain said facilities without further cost to Forsyth County or its contractor. Such maintenance and all operations and activities shall be subject to Forsyth County's rules, policies, procedures, standards, and specifications related to utility accommodations.

IV. FULTON COUNTY RESPONSIBILITIES.

1. Fulton County agrees that the Project and W&S Relocation design are accurately shown in the Plans attached hereto as Exhibit A.
2. Fulton County shall have the right to visit and to inspect the work and any reports, drawings, studies, specifications, estimates, maps, and computations related to the work for Fulton County's facilities at any time and to advise Forsyth County's Project Manager / Engineer-in-Charge of any observed discrepancies or potential problems.

3. Fulton County shall respond in a timely manner to any issue that may arise during the construction phase. Every effort shall be made not to delay the contractor under any circumstances.
4. Subject to the provisions of Section II above, Fulton County is responsible to reimburse all material and labor costs to Forsyth County related to the W&S Relocation for this Project that are completed to the reasonable satisfaction of Fulton County in accordance with the Plans.

V. FORSYTH COUNTY'S RESPONSIBILITIES.

1. Forsyth County shall undertake the contracting and assume responsibility for its management and completion.
2. All work necessary for the W&S Relocation in accordance with the final Plans shall be included in the contract and let to bid by Forsyth County.
3. All construction, engineering and contract supervision shall be the responsibility of Forsyth County. Forsyth County shall keep accurate records with regard to the activities conducted under this IGA and provide Fulton County access to such records upon request. Forsyth County shall consult with Fulton County for its approval as provided herein before authorizing any changes or deviations which affect Fulton County's facilities.
4. Forsyth County shall respond in a timely manner to any issue that may arise during the construction phase. All efforts shall be made not to delay the contractor under any circumstances.
5. Forsyth County shall be responsible to assure that all W&S Relocation work is accomplished in accordance with the Plans.

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.

VII. TERM. This IGA shall be effective upon execution by both Parties and continue until completion of the W&S Relocation and the Project and full reimbursement by Fulton County to Forsyth County for the cost of the work. In no event shall this IGA exceed a fifty (50) year term. The Parties may agree to amend this IGA at any time.

VIII. 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, to the extent permitted by law 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. Under the construction contract between Forsyth County and the contractor performing the W&S Relocation, such contractor shall agree to indemnify and hold harmless Fulton County as an additional indemnified party under the construction contract with respect to the W&S Relocation work.

IX. INSURANCE.

Under the construction contract between Forsyth County and the contractor performing the W&S Relocation, such contractor shall agree to include Fulton County, as the owner of the utility facilities affected by the W&S Relocation work, as an additional insured on bodily injury and property damage liability insurance required to be purchased and maintained by the contractor in accordance with the terms of the construction contract. Such insurance shall be in an amount of not less than \$300,000 per occurrence. Certificates of insurance stating coverages and policy limits and showing Forsyth County, Fulton County, and other insured parties as additional insured shall be provided in accordance with the terms of the construction contract.

X. REVIEW OF WORK.

Authorized representatives of Fulton County may at all reasonable times review and inspect the W&S Relocation work under the terms of this IGA and any amendments thereto. If requested by Fulton County under the terms hereof, its review recommendations shall be reviewed and considered by Forsyth County's Project Manager / Engineer-in-Charge. Should Forsyth County's Project Manager / Engineer-in-Charge determine incorporation of such recommendations into the work activities of Forsyth County is not appropriate, the Project Manager / Engineer-in-Charge shall promptly notify Fulton County and, should Fulton County so request, the Parties will meet within seven (7) days to discuss and review Fulton County's recommendations. Should the Parties be unable to agree after meeting, Fulton County's recommendations shall be incorporated into the work activities if they relate solely to Fulton County's facilities. Otherwise, the determination of the Project Manager / Engineer-in-Charge shall control.

XI. TIME OF PERFORMANCE.

Time is of the essence in all matters pertaining to this IGA. In the event Fulton County requests any changes in the work related to the W&S Relocation after the Project work is underway, Fulton County shall cooperate in a prompt and timely manner to any requests by Forsyth County in the processing of any change orders to avoid delays on the progress of the W&S Relocation. Specifically, Fulton County shall respond within ten (10) days of receiving any change order related request from Forsyth County, including, without limitation, a request for acceptance by Fulton County of the additional cost associated with the change order. Fulton County further acknowledges that Forsyth County will suffer financial loss if the Project is not completed in accordance with the Project contract because of

Fulton County the
Parties agree that if Fulton County has not responded to any change order related request from Forsyth County within ten (10) days after Fulton County's receipt of such request, Fulton County will be deemed to have accepted the terms of such change order as specified by Forsyth County in its request, including, without limitation, the amount of additional cost associated with such change order, and, therefore, Forsyth County will proceed with incorporating such change order into the work necessary for the W&S Relocation as provided herein.

XII. MISCELLANEOUS.

- A. **Entire Agreement; Counterparts.** This IGA may be executed by the Parties in counterparts, each of which shall constitute an original. This IGA, including the attached exhibits, sets forth the entire understanding between the Parties 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 Fulton County and Forsyth County, 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. **Sovereign Immunity.** 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.
- D. **Representations and Warranties of the Parties.** In furtherance of the public purposes of this IGA, Fulton County and Forsyth County 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 each Party, 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); and (iii) does not authorize the creation of new debt as contemplated by Ga. Const. of 1983, Art. IX, Sec. V. Par. I(a).
-
- 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 Fulton County and Forsyth County. 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 Fulton County and Forsyth County, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than Fulton County and Forsyth County, 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. **Exhibits.** Each and every exhibit referred to or otherwise mentioned in this IGA is attached to this IGA and is and shall be construed to be made a part of this IGA by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.
 - H. **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.
 - I. **Notices.** Any notice or communication required or permitted under this IGA shall be in writing and shall be deemed received when: i) delivered in person, or ii) upon actual delivery when sent by national overnight express commercial carrier, or iii) on the third day after the postmark date when mailed by certified mail, return receipt requested, to the Party at the address given below.

TO FULTON COUNTY:

David E. Clark
Director, 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 FORSYTH COUNTY:

John N. Jefferson
Director, Capital Projects
514 West Maple Street, Suite 504
Cumming, Georgia 30040

Copy to:

Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040
Attention: Ken Jarrard, Esq.

- J. **Severability.** If any provision of this IGA shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

[SIGNATURES FOLLOW ON NEXT PAGE]

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.

FORSYTH COUNTY, GEORGIA

By: Alfred John
Alfred John, Chairman
Forsyth County Board of Commissioners

Attest: Rhonda P. Hansard
Rhonda Hansard
County Clerk



FULTON COUNTY, GEORGIA

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

Attest:

By: _____
Tonya R. Grier
Clerk to the Commission

Approved as to Form:

By: _____
Office of the County Attorney

EXHIBIT “A”

[ATTACH PLANS AND SPECIFICATIONS FOR THE W&S RELOCATION]

P.I. 0004634 McGinnis Ferry-Fulton County Water and Sewer

ITEM NO.	Description (Item Number)	Unit	In-Kind Items			In-Kind / Betterment Items			Actual Bid Costs			
			Orig Plan Total Qty	Orig Est Price	Orig Est Cost	Orig Plan Total Qty	Orig Est Cost	In-Kind Qty	Actual Bid Total Cost	Actual In-Kind Bid Cost	Actual Betterment Bid Cost	
171-0030	TEMPORARY SILT FENCE, TYPE C(171-0030)	LF	3,500	\$ 8.00	\$ 28,000.00			-	\$ -	\$ -	\$ -	
500-3001	CLASS AA CONCRETE, HFS(500-3001)	CY	75	\$ 200.00	\$ 15,000.00			-	\$ -	\$ -	\$ -	
610-7015	REMOVE VAULT *** Requires Special Provision *** (610-7015)	EA	1	\$ 3,000.00	\$ 3,000.00			-	\$ -	\$ -	\$ -	
611-8050	ADJUST MANHOLE TO GRADE(611-8050)	EA	1	\$ 5,000.00	\$ 5,000.00			-	\$ -	\$ -	\$ -	
611-8120	ADJUST WATER METER BOX TO GRADE(611-8120)	EA	5	\$ 1,000.00	\$ 5,000.00			-	\$ -	\$ -	\$ -	
611-8140	ADJUST WATER VALVE BOX TO GRADE(611-8140)	EA	21	\$ 600.00	\$ 12,600.00			-	\$ -	\$ -	\$ -	
615-1000	JACK OR BORE PIPE - (615-1000)	LF	75	\$ 250.00	\$ 18,750.00			-	\$ -	\$ -	\$ -	
660-2043	SEWER LATERAL, 6 IN *** Requires Special Provision *** (660-2043)	LF	0	\$ 120.00	\$ 3,000.00			-	\$ -	\$ -	\$ -	
660-2050	SEWER LATERAL, 8 IN *** Requires Special Provision *** (660-2050)	EA	20	\$ 150.00	\$ 3,000.00			-	\$ -	\$ -	\$ -	
660-2086	SAN SEWER PIPE, 6 IN, DUCTILE IRON *** Requires Special Provision *** (660-2086)	LF	0	\$ 150.00	\$ 3,000.00			-	\$ -	\$ -	\$ -	
660-2088	SAN SEWER PIPE, 8 IN, DUCTILE IRON *** Requires Special Provision *** (660-2088)	LF	285	\$ 500.00	\$ 142,500.00			-	\$ -	\$ -	\$ -	
668-3312	SAN SEWER MANHOLE, TP 1, ADDL DPTH, CL 2(668-3312)	EA	4	\$ 10,000.00	\$ 40,000.00			-	\$ -	\$ -	\$ -	
670-0800	WATER MAIN, 6 IN *** Requires Special Provision *** (670-0800)	EA	1	\$ 250.00	\$ 250.00			-	\$ -	\$ -	\$ -	
670-1060	WATER MAIN, 8 IN *** Requires Special Provision *** (670-1060)	EA	100	\$ 60.00	\$ 6,000.00			-	\$ -	\$ -	\$ -	
670-1080	WATER MAIN, 10 IN *** Requires Special Provision *** (670-1080)	EA	100	\$ 70.00	\$ 7,000.00			-	\$ -	\$ -	\$ -	
670-1120	WATER MAIN, 12 IN *** Requires Special Provision *** (670-1120)	EA	280	\$ 120.00	\$ 33,600.00			-	\$ -	\$ -	\$ -	
670-1650	BACKFLOW PREVENTION ASSEMBLY *** Requires Special Provision *** (670-1650)	EA	0	\$ 5,000.00	\$ -			-	\$ -	\$ -	\$ -	
670-2060	GATE VALVE, 6 IN *** Requires Special Provision *** (670-2060)	EA	1	\$ 2,500.00	\$ 2,500.00			-	\$ -	\$ -	\$ -	
670-2080	GATE VALVE, 8 IN *** Requires Special Provision *** (670-2080)	EA	1	\$ 6,500.00	\$ 6,500.00			-	\$ -	\$ -	\$ -	
670-2100	GATE VALVE, 10 IN(670-2100)	EA	1	\$ 8,000.00	\$ 8,000.00			-	\$ -	\$ -	\$ -	
670-2120	GATE VALVE, 12 IN *** Requires Special Provision *** (670-2120)	EA	4	\$ 10,000.00	\$ 40,000.00			-	\$ -	\$ -	\$ -	
670-2500	INSERTION VALVE *** Requires Special Provision *** (670-2500)	EA	1	\$ 12,000.00	\$ 12,000.00			-	\$ -	\$ -	\$ -	
670-2500	INSERTION VALVE *** Requires Special Provision *** (670-2500)	EA	2	\$ 14,000.00	\$ 28,000.00			-	\$ -	\$ -	\$ -	
670-2700	ABANDONMENT OF WATER VALVES *** Requires Special Provision *** (670-2700)	EA	1	\$ 1,000.00	\$ 1,000.00			-	\$ -	\$ -	\$ -	
670-3066	TAPPING SLEEVE & VALVE ASSEMBLY, 6 IN X 6 IN *** (670-3066)	EA	1	\$ 5,000.00	\$ 5,000.00			-	\$ -	\$ -	\$ -	
670-3086	TAPPING SLEEVE & VALVE ASSEMBLY, 8 IN X 6 IN *** (670-3086)	EA	1	\$ 6,000.00	\$ 6,000.00			-	\$ -	\$ -	\$ -	
670-3108	TAPPING SLEEVE & VALVE ASSEMBLY, 10 IN X 10 IN *** (670-3108)	EA	1	\$ 12,000.00	\$ 12,000.00			-	\$ -	\$ -	\$ -	
670-3128	TAPPING SLEEVE & VALVE ASSEMBLY, 12 IN X 8 IN *** (670-3128)	EA	1	\$ 14,000.00	\$ 14,000.00			-	\$ -	\$ -	\$ -	
670-3128	TAPPING SLEEVE & VALVE ASSEMBLY, 12 IN X 10 IN *** (670-3128)	EA	1	\$ 14,500.00	\$ 14,500.00			-	\$ -	\$ -	\$ -	
670-3129	TAPPING SLEEVE & VALVE ASSEMBLY, 12 IN X 12 IN *** (670-3129)	EA	8	\$ 18,000.00	\$ 144,000.00			-	\$ -	\$ -	\$ -	
670-4000	FIRE HYDRANT *** Requires Special Provision *** (670-4000)	EA	9	\$ 7,500.00	\$ 67,500.00			-	\$ -	\$ -	\$ -	
670-4450	CONCRETE VAULT *** Requires Special Provision *** (670-4450)	EA	1	\$ 24,000.00	\$ 24,000.00			-	\$ -	\$ -	\$ -	
670-5000	WATER SERVICE LINE, 1 IN(670-5000)	LF	100	\$ 35.00	\$ 3,500.00			-	\$ -	\$ -	\$ -	
670-5010	WATER SERVICE LINE, 1 IN(670-5010)	LF	100	\$ 40.00	\$ 4,000.00			-	\$ -	\$ -	\$ -	
670-5020	WATER SERVICE LINE, 2 IN *** Requires Special Provision *** (670-5020)	LF	100	\$ 50.00	\$ 5,000.00			-	\$ -	\$ -	\$ -	
670-5020	WATER SERVICE LINE, 3/4 IN *** Requires Special Provision *** (670-5020)	LF	100	\$ 30.00	\$ 3,000.00			-	\$ -	\$ -	\$ -	
670-5800	STEEL CASING, 18 IN *** Requires Special Provision *** (670-5800)	EA	1	\$ 10,000.00	\$ 10,000.00			-	\$ -	\$ -	\$ -	
670-9900	REMOVE EXIST WATER METER, INCL BOX *** Requires Special Provision *** (670-9900)	EA	1	\$ 180.00	\$ 180.00			-	\$ -	\$ -	\$ -	
670-9920	REMOVE EXISTING FIRE HYDRANT *** Requires Special Provision *** (670-9920)	EA	9	\$ 300.00	\$ 300.00			-	\$ -	\$ -	\$ -	
670-3087	TAPPING SLEEVE & VALVE ASSEMBLY, 10 IN X 8 IN *** (670-3087)	EA	0	\$ 2,500.00	\$ 13,500.00			-	\$ -	\$ -	\$ -	
670-2500	INSERTION VALVE *** Requires Special Provision *** (670-2500)	EA	1	\$ 8,000.00	\$ 8,000.00			-	\$ -	\$ -	\$ -	
670-9731	RELOCATE BACKFLOW PREVENTION ASSEMBLY *** (670-9731)	EA	1	\$ 8,000.00	\$ 8,000.00			-	\$ -	\$ -	\$ -	
670-1600	CUT & PLUG EXISTING WATER MAIN *** Requires Special Provision *** (670-1600)	EA	8	\$ 5,500.00	\$ 44,000.00			-	\$ -	\$ -	\$ -	
670-2002	VALVE MARKER *** Requires Construction Detail *** (670-2002)	EA	9	\$ 100.00	\$ 900.00			-	\$ -	\$ -	\$ -	
610-2370	REMOVE WATER MAIN, 8 IN(610-2370)	LF	100	\$ 30.00	\$ 3,000.00			-	\$ -	\$ -	\$ -	
	* Task Allowance	Unit	1	\$ 150,000.00	\$ 150,000.00			-	\$ -	\$ -	\$ -	
Notes: No extra payment shall be made for Road saw-cut, Asphalt removing, Grading & Traffic control. All above shall be consider line items for waterline installation. Fulton County Project Manager to oversee the Project for proposed waterline installation. *Task allowance shall be approved by Fulton County Project Manager.												
GDOT SHARE			TOTAL EST In-Kind			TOTAL Betterment EST			TOTAL Actual Bid Cost			
0.00%			\$ 1,323,000.00			\$ -			\$ -			
UTILITY OWNER SHARE			NON-REIMBURSIBLE / FACILITY OWNER SHARE			TOTAL ESTIMATE IN-KIND & BETTERMENT			TOTAL BID COST NON-REIMBURSIBLE / FACILITY OWNER SHARE			
100.00%			\$ 1,323,000.00			\$ 1,323,000.00			\$ -			
			REIMBURSIBLE / GDOT SHARE			TOTAL ESTIMATE IN-KIND (NON-REIMBURSIBLE) / FACILITY OWNER SHARE & BETTERMENT			TOTAL BID COST IN-KIND & BETTERMENT			
			\$ -			\$ 1,323,000.00			\$ -			



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0049

Meeting Date: 1/18/2023

Department

Sheriff

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

FY23 Proposed Budget - Fulton County Sheriff Patrick Labat.

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)*

Justice and Safety

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

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

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.: 23-0049

Meeting Date: 1/18/2023

Department Issues/Concerns: N/A



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0050

Meeting Date: 1/18/2023

Department

Juvenile Court

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

Request approval of a statewide contract - Juvenile Court, SWC 99999-SPD-SPD0000202-0002, Media Buying and Advertising Services in the amount not to exceed \$115,000.00 with Jacob's Eye, LLC (Atlanta, GA) to provide configure and develop a website and provide ongoing maintenance service. Effective upon BOC approval through December 31, 2023.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background Juvenile Court recommends approval of the statewide contract to provide Website Reimagined and Maintenance Services for January 1, 2023, thru December 31, 2023.

Scope of Work: This project will provide the following services: an interactive website that will consist of WordPress, analytics dashboard, security services, and Cloud Server & Host. This website will serve as a resource to court user on how to navigate through the Juvenile Court processes.

Community Impact: An enhanced Juvenile Court website that will provide Fulton County's citizens with information on court services, programs, and ways to support the court's mission.

Department Recommendation: Juvenile Court recommends approval.

Project Implications: Approval of this statewide contract is to provide Website Reimagined and Maintenance Services.

Community Issues/Concerns: Juvenile Court is not aware of any community issues/concerns with this request.

Department Issues/Concerns: Juvenile Court is not aware of any issues/concerns with this request.

Contract Modification: New Procurement

Contract & Compliance Information

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

Exhibit 1. Statewide Contract
Exhibit 2. Quotes and proposal

Contact Information

Timothy Ezell, Chief Administrative Officer, 404-613-4681

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount:	0.00
Previous Adjustments:	0.00
This Request:	\$115,000.00
TOTAL:	\$115,000.00

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

Agenda Item No.: 23-0050

Meeting Date: 1/18/2023

Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

500-220-2200-C326 Juvenile Court, Capital, Software Services

Key Contract Terms	
Start Date: 1/13/2022	End Date: 1/12/2024
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Choose an item.

Report Period Start:

Report Period End:



Fulton County Juvenile Court



JUVENILE COURT OF FULTON COUNTY WEBSITE REIMAGINED & MAINTENANCE SERVICES



DELANO MASSEY
CEO and Founder
delano@jacobseye.com
678.382.4645

JACOBSEYE MARKETING AGENCY
2100 Riveredge Parkway, Suite 710
Atlanta, GA 30328
TIN/EIN: 45-3957844
UEI: K3LBZLR6JJJ6
www.jacobseye.com

WHY JACOBSEYE?

JacobsEye (JE) understands the complex IT needs of government clients and provides a full suite of IT services to meet those needs. From strategy and UX design to mobile apps, software development and IT infrastructure, our team of expert designers, developers and researchers have the right stuff to solve your information technology challenges and requirements.

Furthermore, JE is a strategic and creative-driven agency made up of a team of veterans and current voices who offer a unique blend of culture, perspectives, and talents. We create marketing that matters for organizations - government, commercial and non-profit - that have positive impact on the world.

AIR NATIONAL GUARD - A JacobsEye Website & Information Technology Case Study



After an almost three-year marketing hiatus, JE was asked by the Air National Guard (ANG) to develop and implement a national recruitment marketing campaign.

- **Recruiting leads weren't qualified** through any scrubbing process before recruiters began working on them. As a result, recruiters ended up wasting time and money following up on many unqualified leads.
- **ANG lacked a reporting dashboard** to enable leaders to see the end-to-end flow of leads. That gap in reporting made it difficult for leaders to see and diagnose problems before the problems became performance shortfalls.

- **ANG's website was built in 2013** and had virtually no updating since initial launch. The site was antiquated both aesthetically and functionally. Built on outdated technology, the site was utterly inadequate to route data through contemporary APIs.

JacobsEye's IT support of the Air National Guard (ANG) took on multiple forms. Below outlines the three main areas of focus for our IT solutions.

LEAD CAPTURE AND QUALIFICATION

We developed and built a new leads qualification process for the ANG to improve efficiency and recruiting effectiveness.

- Built a transitional database to store and manage leads prior to qualification and segment leads based on quality
- Established a leads qualification process with two call centers to implement qualification.
 - A Tier 1 call center checked basic reasons for disqualification. If the lead was qualified with no issues, the lead was forwarded to the Air Force Recruiting Information Support System (AFRISS) for recruiters to follow up.
 - More complex leads – candidates with a history of drug use, trouble with the law, etc. – were forwarded to a Tier 2 call center staffed by former recruiters trained to deal with challenging cases. If the lead passed, it was sent on to AFRISS for recruiter follow up.
- Developed detailed workflows connecting the call centers to the database
- Established the connectivity between the ANG's website to collect the lead, the transitional database, call centers and AFRISS
- Created an app to capture leads via tablet from a touring experiential marketing roadshow. JE had 6 mobile engagement tours on the road at one time that visited over 130 events. Tablets were used by event staff to collect prospect's information.
- Several months into the project, a decision was made to use Salesforce as the database. JE migrated everything seamlessly to run on the Force.com platform to provide a powerful relational database, and moved all connectivity over from the transitional database to Salesforce.
- Created a system to connect Salesforce to AFRISS via secure FTP of data pushed every 24 hours.
- Built Cloud architecture that was fully compliant with FedRAMP guidelines.

DATA VISUALIZATION AND REPORTING

For the ANG, leads are the equivalent of sales. However, the ANG did not have a leads reporting tool to enable its leadership to understand how well they were performing, track KPIs, or diagnose where performance problems were occurring. Working with the ANG, we developed a reporting system using Tableau to create a data visualization report and dashboard. JE's work included:

- **Writing the code to transmit data in and out of Salesforce**
- **Enabling the system to capture social media activity**

WEBSITE DESIGN AND DEVELOPMENT

ANG's website was antiquated and inadequate to route data through modern APIs. Furthermore, the aesthetics of the website needed to be contemporized.

- **JE designed and created a new website** with copy and visuals to support the positioning and messaging we created for the ANG and connected the site to the new lead capturing system.
- We transported the site to the Adobe Experience Manager platform and enabled no-code authorable content.



JUVENILE COURT SOLUTION OVERVIEW

A website is your space to provide information and services to the Fulton County community. A good website balances an aesthetic user interface with a high-performance and easy-to-understand design for both your users and search engine accessibility.

We propose designing a custom WordPress CMS website and cloud solution to achieve optimal performance and SEO for the Fulton County Juvenile Court website.

This new website would also include analytics reporting and a dashboard.

We'd also recommend integrating the WordPress site with Google Workspace or Microsoft Sharepoint as a document management repository and email service.

PROPOSED ARCHITECTURE

Website

- WordPress
- Analytics Dashboard
- Security Software
- CRM Integration - Gravity Forms, Hubspot, Zoho or Mailchimp

Cloud Server & Host

- Amazon Web Services (AWS)
- Cloudfront CDN (content distribution network)

Email

- Google Workspace or Microsoft 365

Document Repository

- Google Workspace/Drive (same subscription plan as email) or Microsoft Sharepoint

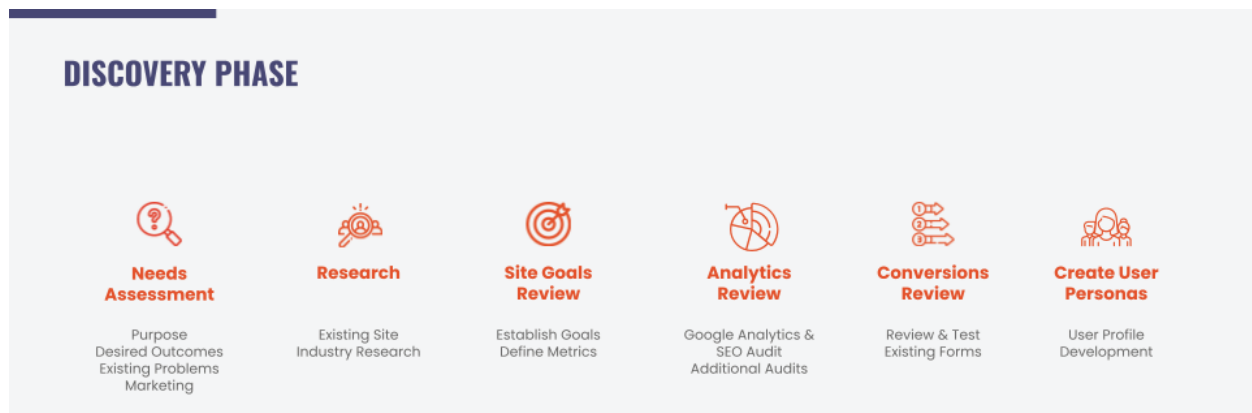
PROCESS & TIMELINE

OUR PROCESS					
DISCOVERY	PLANNING	CREATIVE	DEVELOPMENT	QA & LAUNCH	MAINTENANCE
Research Needs Assessment SEO Audit	Project Sprint Schedule Sitemap & Wireframing, User Flow & Site Requirements	Develop Design, Branding and UX Content Development	Begin Site Development	Site Testing & Bug-Fixing Site Launch	Dashboard Reporting, Site and Server Maintenance
3 WEEKS	<6 WEEKS	<16 WEEKS	<12 WEEKS	<4 WEEKS	1-2 DAYS/MONTH

DISCOVERY: Research, Needs Assessment & SEO Audit

Needs Assessment / Information Gathering

Purpose, Main Goals, and Target Audience



SEO Audit

Establish baseline performance and SEO benchmarks to measure gains of new site vs. the old site which takes about 4.3 seconds to load on mobile devices (Google study recommends ≤ 3 seconds).

PLANNING: Develop Project Sprint Schedule

Sitemap and Mockup Creation for 30+ pages

PLANNING PHASE



Sitemap Creation

Basic Site Architecture
& Content Table



Wireframe Sketching

Low-fidelity
Illustration of Basic
Functionalities



User Flow

Mapping of User Flows
through Site
from Start to End Goal



ID Functionality Requirements

Define Technical
Specifications

CREATIVE: Develop Design, Branding and UX

Branding, Color Theme, Page Layouts, Review, and Approval Cycle

CREATIVE PHASE



Site Branding

Set Color Theme
Main Brand Elements
Identify Visual UX Elements



Template Page Layouts

Design 5 Unique
Page Layouts to
Use Across the Site



Template Mock-Ups

Develop High-Fidelity
Designs of Each
Template Page (5)

Total of 2 Review Rounds
per Template



Final Page Layouts

Complete Final Revisions
to Design Templates



Package Assets

Prepare Assets for
Development &
Implementation

The proposed design will include 2 distinct creative concepts from which the client will select top choice. This main concept will be used as the basis for the development of page templates and subsequent creative pieces.

Content Writing, Keywords and Assembly

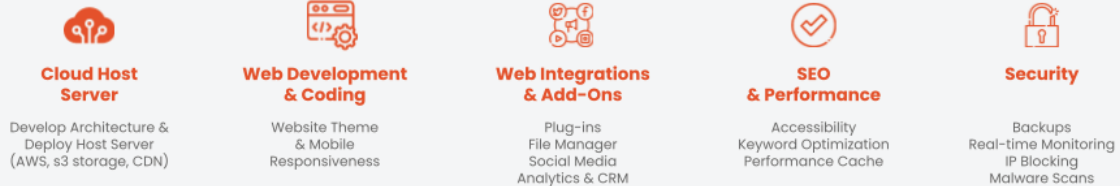
Optimize content and target keywords

DEVELOPMENT:

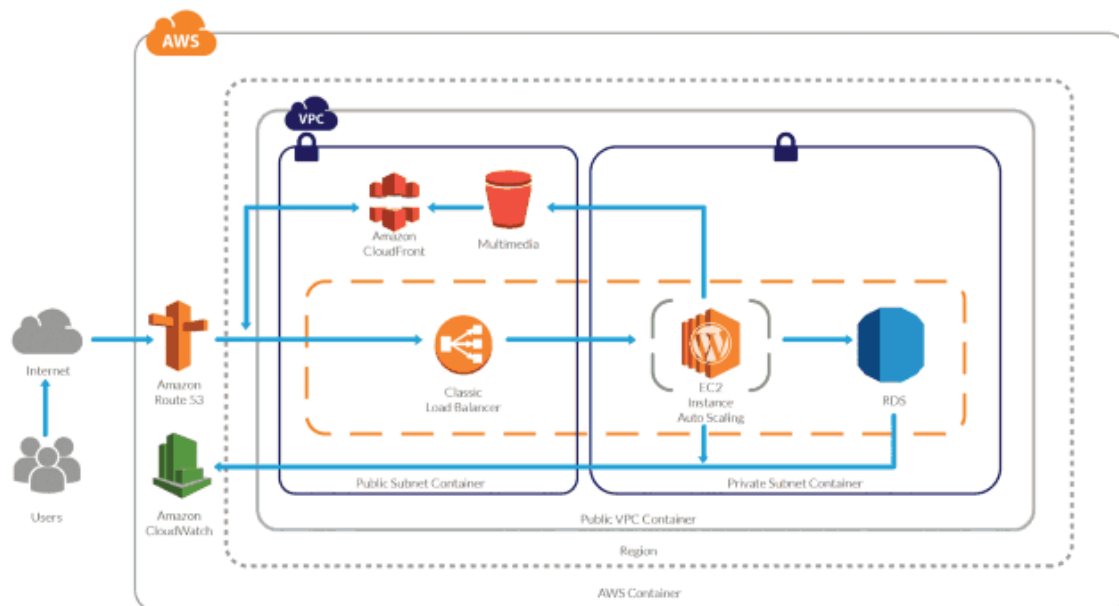
Cloud Host Server Architecture & Deployment

AWS Cloud, affordable s3 storage, load balancing, and content distribution (CDN) network over 200+ global locations

DEVELOPMENT PHASE



Use a cloud host like AWS + the CloudFront CDN to speed up the delivery of the website, improve accessibility, and use only resources that are needed to better manage and scale hosting and CDN costs.



Website Development, SEO & Coding

WordPress development, themes, email, CRM, performance cache and plugins

TESTING & LAUNCH

Performance and SEO testing, form entries, functionality verification & monitoring.

QA & LAUNCH PHASE



Functionality Verification

Code Quality
User Journeys
Form Submission
Email Testing



SEO & Performance Audit

Measure SEO & Speed
Improvements



Analytics Setup

Google Analytics &
Search Console
Webmaster
Custom Requests



Production Launch

New User Registration
WordPress & Cloud Server
Walk-through

MAINTENANCE & REPORTING

WordPress theme and plugins updates, database & cache tuning, new page optimization.

MAINTENANCE PHASE



Cloud Server Maintenance

DevOps
Server Upgrades
Scaling
Security



Wordpress Updates

WordPress Theme &
Plugin Updates, Security
Fixes



Performance Tuning

Optimize Code Delivery
Performance Cache
and Database



New Page Optimizations

SEO Recommendations
& Improvements on
New Pages

TIMELINE

OVERALL PROJECT TIMELINE: 9-12 MONTHS

PROJECT MILESTONES

30 days

- SEO Audit
- Sitemap

60 days

- Mockups for home page and page templates

- Google Analytics

90 days

- Mockups for 30 pages
- Theme layout
- Keyword analysis

BUDGET

	Units	Unit Price	Sub-total
Professional Services Fees			\$112,932.20
Project Management	154	\$94.00	\$14,476.00
Planning	175	\$123.97	\$21,694.75
Creative - Branding, UX & Design	124	\$136.72	\$16,953.28
Development	232	\$158.41	\$36,751.12
Testing & Launch	65	\$158.41	\$10,296.65
Maintenance & Optimization	115	\$110.96	\$12,760.40
Other Direct Costs			\$2,067.80
Amazon Web Services (AWS) Hosting Fees	12	\$100.00/month	\$1,200.00
WordPress Theme Add Ons / Upgrade	1	\$100.00	\$100.00
WordPress Rocket Cache Plug In	1	\$100.00	\$100.00
WordPress Security Software	1	\$100.00	\$100.00
Gravity Forms Add Ons	1	\$167.80	\$167.80
Mailchimp	10	\$34.00	\$340.00
Google Workspace	10	\$6.00	\$60.00
GRAND TOTAL			\$115,000.00

REQUIREMENTS

Priority	Description
2	Required
1	Desired/Optional

	FUNCTIONAL	Priority
1	Customer-Facing Site	
1.1	Layout with professional and attractive "look and feel"	2
1.2	Global navigation and sub-navigation, persistent navigation, and resource links	2
1.3	Develop optimum taxonomy structure for services provided by Juvenile Court	2
1.4	Relevant photographs, graphic illustrations, topic headings, and dynamic components	2
1.5	Modify design with input from Court staff	2
1.6	Ability to create fillable forms for different services offered by Juvenile Court	
1.7	Site must be optimized for visiting device type (desktop, mobile, etc)	2
1.8	Easily identifiable search bar to assist the public with finding resources on the site	
2	Dashboards	
2.1	User-friendly website backend consisting of dashboards for editing different aspects of the website	2
2.2	Resource dashboard	2
2.3	Database dashboard	2
2.4	Website visitor dashboard	2
2.5	Dashboards and reports should be able to present data in tabular, cross-tabular, trend sets, and graphical format (line chart, bar chart, pie chart, etc.).	2
2.6	Create, view, change, delete dashboards and reports	2
2.7	Ability to build custom views, dashboards and reports by role or user	1
3	Document Management	
3.1	Upload, view, change and delete website documents, including text, documents, images, forms, etc	2
3.2	Ability to insert or remove documents from active pages as needed	2
3.3	Maintain version control on documents and document templates	2
3.4	Manage project, program, and portfolio artifacts through interface/integration with document repository	1
3.5	Create final archived project, program, portfolio artifact package repository (actual or virtual)	2
10	Controls and Monitors	
10.1	Ability to generate reports on website host resource usage, including (but not limited to) network capacity, CPU usage, memory usage, and IOPS	2
10.2	Ability to configure standard reports and dashboards to fit date ranges and usage criteria from item 6.1	2
10.3	Create, view, change, delete report and dashboard templates.	2
10.4	Support for alert triggers when certain metrics exceed specified levels (e.g., over 50% CPU usage)	2
11	TECHNICAL	
11.1	Must comply with all applicable aspects of the County's technology architecture standards as documented in the IT Technology Standards 2016 document.	2

11.2	All data, including data stored in databases, environments and data backups will be stored on-shore within the United States of America.	2
11.3	Capture audit trails for changes made to website on front or backend	2
11.4	Allow configuration of audit trails by different criteria	2
11.5	Provide for role based and organizational structure based security	2
11.6	Provide for use of security groups and assignment of users to these groups	2
11.7	Solution must be sufficiently robust to support the required volume of traffic, and the resulting database and general file storage capacity. Estimated number of average site visitors per month approaching 15000. Room for growth must be accounted for.	2
11.8	Solution must support around 10 application administration users.	2
11.9	Major functions and versioning must be date sensitive for maintaining current versus historical references	2
	Support the use of multiple web browsers, including Chrome, Safari, Edge, etc.	
11.10	Support the use of multiple types of mobile devices (i.e., HTML 5 compliant under current standards)for user access and form completion	2
12	INTEGRATION AND INTEGRATION	
12.1	Website must be set up with existing DNS name	2
12.2	Site security using TLS certificates (site must be able to use https)	2
13	APPLICATION ADMIN & SUPPORT	
13.1	Application availability – 24/7, with allowance for pre-planned downtime for regularly scheduled maintenance. For unscheduled maintenance requiring downtime, minimum of seven days advance notification is required. All downtime that can be planned is preferably done during off hours (Monday-Friday 6PM -6AM EST/EDT or Saturday/Sunday).	2
13.2	Disaster recovery requirements – recovery time objective (RTO) = 48 hours; recovery point objective (RPO) = 24 hours	2
13.3	Technical Support for backend software (phone support) – Monday-Friday 6AM-6PM EST/EDT	2
13.4	Problem resolution support for backend software (based on severity levels)	2
13.5	Installation/configuration/customization/implementation	2
13.6	Data Conversion	2
13.7	Performance Tuning	2
13.8	Software Updates and New Releases	2
13.9	Solution integration support (refer to Interfaces/Integration requirements above)	2

Statewide Contract Information Sheet

Statewide Contract Number	99999-SPD-SPD0000202-0002		NIGP Code	91503, 91503, 91504, 91507, 91514, 91515, 91522
Name of Contract	Media Buying and Advertising Services			
Effective Date	1/13/2022	Expiration Date	1/12/2024	
Contract Table of Contents				
Vendors Awarded	5	Contract Information:	Category Contract	
Contract Information for Vendor				
Contract Summary Page			1	
Jacob's Eye, LLC			2	
Additional Contract Information				
Contract Renewals/ Extensions/ Changes			3	
Specifications			4	
Line-Item Listing & Pricing			4	
Ordering Instructions			5	
Contract Manager			7	

Contract Information			
Statewide Contract Number		99999-SPD-SPD0000202-0002	
PeopleSoft Vendor Number		0000647560	Location Code 06
Vendor Name & Address			
Jacob's Eye, LLC 2100 Riveredge Parkway #710 Atlanta, GA. 30328			
Contract Administrator			
Melissa Vivari Senior Client Experience Manager Telephone: 240-281-4648 Fax: Email: melissa.vivari@jacobseye.com			
Contact Details			
Ordering Information		Jacob's Eye, LLC 2100 Riveredge Parkway #710 Atlanta, GA. 30328 Email: info@jacobseye.com	
Remitting Information		Jacob's Eye, LLC 2100 Riveredge Parkway #710 Atlanta, GA. 30328	
Delivery Days		Coordinate Delivery Schedule upon Order	
Payment Terms		Net 30 days	
Bid Offer includes		State and Local Governments	
Acceptable payment method		ACH & Purchase Orders	

Contract Renewals/ Extensions/ Changes:

Base Term: 1/13/2022-1/12/2024

1st Renewal:

2nd Renewal:

3rd Renewal:

4th Renewal:

Specifications:

None

Line Item Listing and Pricing:

The list of services available along with the pricing can be found as a separate document entitled "Media Buying and Advertising Pricing" in Team Georgia Marketplace for each contract.

Jacob's Eye, LLC Ordering Instructions

Statewide Contract Number: 99999-SPD-SPD0000202-0002

Supplier Name: Jacob's Eye, LLC

Awarded Category: **Category A: Media Buying**

Category B: Professional Services

Supplier Customer Service:

Name: Debbie Butler

Telephone: 301-606-1923

Email: debbie.butler@jacobseye.com

Ordering Instructions for Jacob's Eye, LLC

To procure products or services from JacobsEye Marketing Agency, please contact the following:

Primary Contact
Melissa Vivari,
Senior Client Experience Manager
(240) 281-4648
melissa.vivari@jacobseye.com

Secondary Contact
Delano Massey
Chief Executive Officer
(678) 382-4645
delano@jacobseye.com

Please provide the following information:

- 1. Media & Marketing Goals / Project Synopsis:**
- 2. Key Performance Indicators (how you will measure success):**
- 3. Desired Target Audience:**
- 4. New or Existing Campaign / Program (if existing, briefly describe previous technical approach):**
- 5. Desired Timeline for Execution:**
- 6. Budget Range (as appropriate):**

Statewide Contract Number: 99999-SPD-SPD0000202-0002

PeopleSoft Supplier Number:

Supplier Name & Address

JacobsEye Marketing, LLC

2100 Riveredge Pkwy NW #710

Atlanta, GA 30328

Contact Details

Ordering Information

Complete the Form Request [here](#). Team will contact you within 48 hours.

melissa.vivari@jacobseye.com or call 678.382.4645

Remitting Information

Via regular mail:

Jacob's Eye Marketing, LLC

2100 Riveredge Pkwy NW #710

Atlanta, GA 30328

Service Areas

Media Buying and Advertising Services; Marketing & Communication (PR & Social Media) Services; Graphic Design & Video Production Services; Events & Conference Production – State of Georgia (and national)

Payment Terms

Net 30 days; Discount for 15 days or less

Bid Offer includes

State and Local Government

Acceptable Payment Method

Supplier will accept Purchase Orders via PeopleSoft. Supplier also accepts Purchasing Card under this contract as permitted by current policies governing the Purchasing card program.

DOAS Contact Information:

***See Team Georgia Marketplace, Search Contracts for 99999-SPD-SPD0000202, (Click Open Summary) for current Contract Management Specialist contact information.**

State of Georgia

Statewide Standard Contract Form

Solicitation Title Media Buying and Advertising Services	Solicitation Number 99999-SPD0000202	Contract Number 99999-SPD-SPD0000202-0002
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1. This Contract is entered into between the Agency and the Contractor named below:

Agency's Name

Department of Administrative Services

(hereafter called Agency)

Jacob's Eye, LLC

(hereafter called Contractor)

2. Contract to Begin:

Date of Completion:

Renewals:

January 13, 2022**January 12, 2024****Four (4)**

3. Performance Bond, if any:

Other Bonds, if any:

4. Authorized Person to Receive Contract Notices for Agency:

Authorized Person to Receive Contract Notices for Contractor:

5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:

Attachment 1: **Statewide Contract for Goods and Ancillary Services**Attachment 2: **Solicitation (referenced above)**Attachment 3: **Contractor's Final Response**

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

6.

Contractor

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)

Jacob's Eye, LLC

By (Authorized Signature)

Delano David Massey

Date Signed

1/6/2022

Printed Name and Title of Person Signing

Delano David Massey

Address

2100 Riveredge Parkway, Suite 710 Atlanta, GA 30328

7.

Agency

Agency Name

Department of Administrative Services

By (Authorized Signature)

Jim L Barnaby

Date Signed

1/13/2022

Printed Name and Title of Person Signing

**Jim Barnaby, Deputy Commissioner State Purchasing Division,
Department of Administrative Services**

Address

**200 Piedmont Ave., S.E., West Tower, Suite 1804,
Atlanta, GA 30334**

**STATE OF GEORGIA
STATEWIDE CONTRACT
Attachment 1**

Contract Terms and Conditions for Goods and Ancillary Services

A. DEFINITIONS AND GENERAL INFORMATION

1. Definitions. The following words shall be defined as set forth below:

- (i) **"Agency"** means the Department of Administrative Services of the State of Georgia.
- (ii) **"Awarded Item Schedule"** means the summarizing document, if any, listing the goods and services as awarded and may also denote the Contractor providing such goods and services.
- (iii) **"Contract" or "Statewide Contract"** means the agreement between the Agency and the Contractor as defined by the Statewide Contract Form and its incorporated documents.
- (iv) **"Contractor"** means the provider(s) of the goods and services under the Statewide Contract.
- (v) **"Purchase Instrument"** means the documentation issued by the Agency or User Agencies to the Contractor for a purchase of goods and services in accordance with the terms and conditions of the Statewide Contract. The Purchase Instrument should reference the Statewide Contract and may include an identification of the items to be purchased, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the Agency or User Agencies.
- (vi) **"Response", "Contractor's Response" or "Final Response"** means the Contractor's submitted response to the RFX, including any modifications or clarifications accepted by the Agency.
- (vii) **"RFX"** means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the Statewide Contract Form that was issued to solicit the goods and/or services that are subject to the Statewide Contract.
- (viii) **"State"** means the State of Georgia, the Agency, User Agencies, and any other authorized state entities issuing Purchase Instruments against the Statewide Contract.
- (ix) **"Statement of Work"** Any document in substantially the form of Exhibit ____ (describing the deliverables, due dates, assignment duration and payment obligations for a specific project, engagement, or assignment that Supplier commits to provide to a User Agency, which, upon signing by both parties shall be issued pursuant to the Contract.
- (x) **"Statewide Contract Form"** means the document that contains basic information about the Statewide Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation for goods and services and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFX requirements or the Statewide

Contract shall be incorporated by reference into this Statewide Contract unless the Agency has accepted the Contractor's objection or amendment in writing. The Statewide Contract Form is defined separately and referred to separately throughout the Statewide Contract Terms and Conditions as a means of identifying the location of certain information. For example, the initial term of the Statewide Contract is defined by the dates in the Statewide Contract Form.

(xi) **"User Agency" or "User Agencies"** means any offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia entitled to or required to make purchases from this Statewide Contract.

2. **Certified Source of Goods and Services.** Pursuant to Section 50-5-57 of the Official Code of Georgia Annotated (O.C.G.A.), the Agency hereby certifies the Contractor as a source of supply to the User Agencies of the goods and services identified in this Statewide Contract. Orders shall be placed individually and from time to time by the User Agencies. The execution of this Statewide Contract only establishes the Contractor as an authorized source of supply by the Agency and creates no financial obligation on the part of the Agency.
3. **Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void.
4. **Reporting Requirements.** Contractor shall provide all reports required by the RFX. In addition, unless otherwise provided in the RFX, Contractor shall keep a record of the purchases made pursuant to the Statewide Contract and shall submit a quarterly written report to the Agency.

B. DURATION OF CONTRACT

1. **Contract Term.** The Statewide Contract shall begin and end on the dates specified in the Statewide Contract Form unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Statewide Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.
2. **Contract Renewal.** The Agency shall have the option, in its sole discretion, to renew the Statewide Contract for additional terms on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the State, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the Agency's election, in its sole discretion, to renew any part of this Statewide Contract, Contractor shall remain obligated to perform in strict accordance with this Statewide Contract unless otherwise agreed by the Agency and the Contractor.
3. **Contract Extension.** In the event that this Statewide Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and services, the Agency may, with the written consent of Contractor, extend this Statewide Contract for such period as may be necessary to afford the State a continuous supply of the identified goods and services.

C. DESCRIPTION OF GOODS AND SERVICES

1. **Provision of Goods and Services** The Contractor shall provide all goods, services, and other deliverables in compliance with the specifications contained in the RFX, the Statement of Work, and the terms of the Statewide Contract, plus those equipment, services and deliverables as may additionally be described in the Response.
2. **Product Shipment and Delivery.** All products shall be shipped F.O.B. destination. Destination shall be the location(s) specified in the RFX or any provided Purchase Instrument. All items shall be at the Contractor's risk until they have been delivered and accepted by the receiving entity. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of the Contractor to remedy without cost to the User Agencies, regardless of when the hidden damage is discovered.
3. **Non-Exclusive Rights.** The Statewide Contract is not exclusive. The Agency reserves the right to select other contractors to provide goods and services similar to goods and services described in the Statewide Contract during the term of the Statewide Contract. User Agencies may obtain similar goods and services from other contractors upon prior approval of the Agency, which approval shall be made at the sole discretion of the Agency when it is deemed to be in the best interests of the State and shall be conclusive.
4. **No Minimums Guaranteed.** The Statewide Contract does not guarantee any minimum level of purchases.
5. **Acceptance.** Product shall be deemed accepted when the ordering User Agency determines that such Product successfully operates in accordance with the Requirements. Such User Agency shall commence Acceptance testing within five (5) business days, or within such other period as set forth in the applicable order or SOW, after Receipt/installation of the Product. Acceptance testing will be no longer than ten (10) business days, or such longer period as may be agreed in writing between User Agency and Contractor. Contractor agrees to provide to the User Agency such assistance and advice as the User Agency may reasonably require, at no additional cost, during such Acceptance testing. Should User Agency fail to provide Contractor written notice of successful or unsuccessful Acceptance testing within five (5) business days following the Acceptance testing period, the Product(s) shall be deemed Accepted.

If the Product does not meet the standard of performance during the initial period of Acceptance Testing, User Agency may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the User Agency may, at its option: (a) Terminate the Order; (b) demand replacement Product from Contractor at no additional cost to User Agency; or, (c) continue the cure period for an additional time period agreed upon by the User Agency and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met. The warranty period shall begin upon Acceptance.

6. **New, Used or Altered Products.** All supplies, materials, and equipment supplied to the State must be new and in first-class condition unless the State or User Agencies requests a remanufactured or recycled/refurbished product or if the product is not available as new, such as in some replacement products provided for legacy equipment. If providing refurbished/recycled equipment, the Contractor must clearly indicate to the User Agency that the items being supplied are recycled/refurbished on any quotes, warranties, contracts and invoices provided. In such cases, the Contractor may propose used, recycled or refurbished items. However, the User Agency has the right to accept or not accept the proposed used,

recycled or refurbished items. If awarded a contract, the Contractor must clearly indicate to the User Agency that the items being supplied are recycled/refurbished on any quotes, warranties, contracts and invoices provided.

7. **Software and Specifications.** The Contractor shall provide all software ("Software") in strict compliance with the descriptions and representations as to the Software (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) which appear in the RFX and the terms of the Statewide Contract.
8. **Software Licenses.** Contractor shall provide Software licenses ("Licenses") in compliance with the specifications contained in the RFX and the terms of the Statewide Contract. To the extent permitted and/or required by the Software publishers of any Software provided hereunder, Contractor hereby grants an irrevocable, nonexclusive, worldwide, fully paid up, royalty-free license and/or sublicense to use, execute, maintain, reproduce, modify, display, and perform copies of Software and accompanying documentation in accordance with the licensing capacity (if any) specified in the RFX and or applicable Purchase Instrument. User Agency may copy the Software as necessary to efficiently utilize the Software. Without limiting the generality of the foregoing, such rights shall include copying rights granted to "owners of copies" under federal copyright laws of the United States, plus copying:
 - (i) For backup, archive or emergency restart purposes;
 - (ii) For disaster recovery and disaster recovery testing purposes;
 - (iii) To migrate the Software for use on other computers and/or hardware; and
 - (iv) To store the Software at any off-premise location which the User Agencies use for storage purposes.

If the Contractor is acting as a reseller of the Software, the Contractor must provide the Licenses, as required by the Software publishers, to the User Agencies and shall coordinate with any negotiations of such Licenses as may be conducted among the Agency, User Agencies and the Software publishers. All licenses provided hereunder shall remain in effect perpetually until termination of the Statewide Contract. Within thirty (30) days of any termination or expiration of each individual License, the User Agency will destroy all copies of the Software in its possession or control.

9. **Software Exclusions.** Except as expressly permitted by this Statewide Contract, the User Agencies agree that they will not:
 - (i) Create derivative works based on the Software;
 - (ii) Reverse engineer, disassemble, or decompile the Software; or
 - (iii) Remove any identification or notices contained on the Software.

User Agencies will notify Contractor if the User Agencies become aware of any unauthorized third-party access to, or use of, the Software.

10. **Services and other Deliverables.** Contractor shall provide services and other deliverables ("Services") in compliance with the specifications contained in the RFX and the terms of the Statewide Contract. "Services" shall include administration, distribution, installation, configuration, support and training services as further described in the RFX. Contractor and any employees of Contractor will perform the Services on time, in a workmanlike manner, and consistent with the level of care and skill ordinarily exercised by other providers of similar services at the time such Services are provided.
11. **Ordering and Technical Assistance.** User Agencies may place orders individually from time to time in any manner permitted by applicable state purchasing policy, the RFX, and the Response as accepted by the Agency. The Contractor shall provide technical assistance as reasonably required for the User Agencies to make purchases if online purchases are made utilizing the Contractor's website.

D. COMPENSATION

1. **Pricing and Payment.** The Contractor will be paid for the goods and services sold pursuant to the Statewide Contract in accordance with the RFX and final pricing documents as incorporated into the Statewide Contract Form and the terms of the Statewide Contract. Unless clearly stated otherwise in the Statewide Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. User Agencies are solely and individually financially responsible for their respective purchases.
2. **Billings.** If applicable, and unless the RFX provides otherwise, the Contractor shall submit, on a regular basis, an invoice for goods and services supplied to the User Agencies under the Statewide Contract at the billing address specified in the Purchase Instrument or Statewide Contract. The invoice shall comply with all applicable rules concerning payment of such claims. User Agencies shall pay all approved invoices in arrears and in accordance with applicable provisions of State law.

Unless otherwise agreed in writing by the Agency and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from the User Agencies for any goods or services provided by or on behalf of the Contractor under the Statewide Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Statewide Contract.

3. **Delay of Payment Due to Contractor's Failure.** If the User Agencies in good faith determine that the Contractor has failed to perform or deliver any service or product as required by the Statewide Contract, the Contractor shall not be entitled to any compensation under the Statewide Contract until such service or product is performed or delivered. In this event, the User Agencies may withhold that portion of the Contractor's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the User Agencies to incur costs, the User Agencies may deduct the amount of such incurred costs from any amounts payable to Contractor. The User Agencies' authority to deduct such incurred costs shall not in any way affect the Agency's sole authority to terminate the Statewide Contract.
4. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the User Agency any sum or the User Agency must obtain substitute performance, the User Agency may set off the sum owed against any sum owed by the User Agency to the Contractor.

E. TERMINATION

1. **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, any purchase made pursuant to this Statewide Contract will terminate immediately and absolutely if the User Agency determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the User Agency cannot fulfill its obligations under the Statewide Contract, which determination is at the User Agency's sole discretion and shall be conclusive. Further, the Agency may terminate the Statewide Contract for any one or more of the following reasons effective immediately without advance notice:
 - (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;
 - (ii) The Agency determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
 - (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or
 - (iv) The Contractor furnished any statement, representation or certification in connection with the Statewide Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.
2. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the Agency to declare the Contractor in default of its obligations under the Statewide Contract:
 - (i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the Agency's satisfaction, any material requirement of the Statewide Contract or is in violation of a material provision of the Statewide Contract, including, but without limitation, the express warranties made by the Contractor;
 - (ii) The Agency determines that satisfactory performance of the Statewide Contract is substantially endangered or that a default is likely to occur;
 - (iii) The Contractor fails to make substantial and timely progress toward performance of the Statewide Contract;
 - (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Agency reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
 - (v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Statewide Contract;
 - (vi) The Contractor has engaged in conduct that has or may expose the Agency or the State to liability, as determined in the Agency's sole discretion; or

- (vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Agency, the State, or a third party.
3. **Notice of Default.** If there is a default event caused by the Contractor, the Agency shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Agency's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the Agency may:
- (i) Immediately terminate the Statewide Contract without additional written notice; and/or
 - (ii) Procure substitute goods or services from another source and charge the difference between the Statewide Contract and the substitute contract to the defaulting Contractor; and/or,
 - (iii) Enforce the terms and conditions of the Statewide Contract and seek any legal or equitable remedies.
4. **Termination Upon Notice.** Following thirty (30) days' written notice, the Agency may terminate the Statewide Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation from the User Agency, upon submission of invoices and proper proof of claim, for goods and services provided under the Statewide Contract to the User Agencies up to and including the date of termination.
5. **Termination Due to Change in Law.** The Agency shall have the right to terminate this Statewide Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:
- (i) The Agency's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency; and/or
 - (ii) The Agency's duties are substantially modified.
6. **Payment Limitation in Event of Termination.** In the event of termination of the Statewide Contract for any reason by the Agency, the User Agencies shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to the date specified in the notice of termination for which the User Agencies are obligated to pay pursuant to the Statewide Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State under the Statewide Contract in the event of termination. The State shall not be liable for any costs incurred by the Contractor in its performance of the Statewide Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Contract.
7. **The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the Agency, the Contractor shall:
- (i) Cease work under the Statewide Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Statewide Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Agency may require;

- (ii) Immediately cease using and return to the State, any personal property or materials, whether tangible or intangible, provided by the State to the Contractor;
- (iii) Comply with the State's instructions for the timely transfer of any active files and work product produced by the Contractor under the Statewide Contract;
- (iv) Cooperate in good faith with the Agency, the User Agencies, and their employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
- (v) Immediately return to the User Agencies any payments made by the User Agencies for goods and services that were not delivered or rendered by the Contractor.

F. CONFIDENTIAL INFORMATION

1. **Access to Confidential Data.** The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the State to the extent necessary to carry out the Contractor's responsibilities under the Statewide Contract. The Contractor shall presume that all information received pursuant to the Statewide Contract is confidential unless otherwise designated by the State. If it is reasonably likely the Contractor will have access to the State's confidential information, then:
 - (i) The Contractor shall provide to the State a written description of the Contractor's policies and procedures to safeguard confidential information;
 - (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
 - (iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Statewide Contract; and
 - (iv) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Statewide Contract.

The private or confidential data shall remain the property of the State at all times. Some services performed for the Agency and/or User Agencies may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Statewide Contract.

2. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Statewide Contract shall be disseminated except as authorized by law and with the written consent of the State, either during the period of the Statewide Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the State. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Statewide Contract, in whatever form it is maintained, promptly at the request of the State.
3. **Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.

4. **Reporting of Unauthorized Disclosure.** The Contractor shall immediately report to the State any unauthorized disclosure of confidential information.
5. **Survives Termination.** The Contractor's confidentiality obligation under the Statewide Contract shall survive termination of the Statewide Contract.

G. INDEMNIFICATION

1. **Contractor's Indemnification Obligation.** The Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:
 - (i) Any breach of the Statewide Contract;
 - (ii) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;
 - (iii) Any failure of goods to comply with applicable specifications, warranties, and certifications under the Statewide Contract;
 - (iv) The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the goods or any parts thereof provided under the Statewide Contract;
 - (v) Claims, demands, or lawsuits that, with respect to the goods or any parts thereof, allege product liability, strict product liability, or any variation thereof;
 - (vi) The Contractor's performance or attempted performance of the Statewide Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;
 - (vii) Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Statewide Contract;
 - (viii) Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;
 - (ix) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
 - (x) Any failure by the Contractor to adhere to the confidentiality provisions of the Statewide Contract.
2. **Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.

3. **Litigation and Settlements.** The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.
4. **Patent/Copyright Infringement Indemnification.** Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the State and indemnify the State against any award of damages and costs made against the State by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the software constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, the Agency shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.

In case any of the software is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:

- (i) Procure for the State the right to continue using the software;
- (ii) Replace or modify the same so that it becomes non-infringing; or
- (iii) Remove the same and cancel any future charges pertaining thereto.

Contractor, however, shall have no liability to the State if any such patent, or copyright infringement or claim thereof is based upon or arises out of:

- (i) Compliance with designs, plans or specifications furnished by or on behalf of the Agency as to the software;
- (ii) Use of the software in combination with apparatus or devices not supplied by Contractor;
- (iii) Use of the software in a manner for which the same was neither designed nor contemplated; or
- (iv) The claimed infringement of any patent or copyright in which the Agency or any affiliate or subsidiary of the Agency has any direct interest by license or otherwise.

5. **Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the Statewide Contract.

H. INSURANCE

Contractor shall provide all insurance as required by the RFX.

I. BONDS

The Contractor shall provide all required bonds in accordance with the terms of the RFX and as stated in the Statewide Contract Form.

J. WARRANTIES

1. **Construction of Warranties Expressed in the Contract with Warranties Implied by Law.**

All warranties made by the Contractor and/or subcontractors in all provisions of the Statewide Contract and the Contractor's Response, whether or not the Statewide Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the materials, goods and services to be provided, or by provision of samples to the State shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Statewide Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Contractor. The provisions of this section apply during the term of the Statewide Contract and any extensions or renewals thereof.

2. **Warranty – Nonconforming Goods.** All goods delivered by Contractor to the User Agencies shall be free from any defects in design, material, or workmanship. If any goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, the User Agencies shall have the option of returning, repairing, or replacing the defective goods at Contractor's expense. Payment for goods shall not constitute acceptance. Acceptance by the User Agencies shall not relieve the Contractor of its warranty or any other obligation under the Statewide Contract.

3. **Product Warranty.** Contractors must guarantee the equipment offered is new equipment with a warranty valid in the United States of America and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practices. Equipment furnished under the terms of this contract shall be guaranteed against faulty material and workmanship. The warranty shall include all parts, labor, travel and incidental expenses for the duration of the warranty. The warranty that is offered must carry the standard original equipment manufacturers (OEM) warranty or must be at least 1 year in length, whichever is greater.

Products that fail after acceptance and installation shall be covered under warranty. Products that are inoperative at installation or after acceptance shall either be replaced by the Contractor or repaired under warranty (at no charge to the User Agency). If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made

4. **Compliance with Federal Safety Acts.** Contractor warrants and guarantees to the State that the goods provided under the Statewide Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.

5. **Originality and Title to Concepts, Materials, and Goods Produced.** Contractor represents and warrants that all the concepts, materials, goods and services produced, or provided to the State pursuant to the terms of the Statewide Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, goods and services and the State's use of same and the exercise by the State of the rights granted by the Statewide Contract shall not infringe upon any other work, other than material provided by the Statewide Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Statewide Contract.
6. **Conformity with Contractual Requirements.** The Contractor represents and warrants that the goods and services provided in accordance with the Statewide Contract will appear and operate in conformance with the terms and conditions of the Statewide Contract.
7. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Statewide Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State.
8. **Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Statewide Contract are or will be fully satisfied by the Contractor so that the State will not have any obligations with respect thereto.
9. **Use of State Vehicles.** Contractor warrants that no State vehicles will be used by Contractor for the performance of services under this Statewide Contract. Contractor shall be responsible for providing transportation necessary to perform all services.
10. **Nonconforming Software.** All Software delivered by Contractor to the User Agencies shall be free from any defects in design, material, or workmanship. In the event that any of the Software is found by the Contractor, the State, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such Software be reworked or recalled, the Contractor will promptly communicate all relevant facts to the Agency and the User Agencies and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the State from taking such action as may be required of it under any such law or regulation.

User Agencies shall have the option of returning or replacing the defective Software at Contractor's expense. If the Contractor is the Software publisher, the Contractor shall perform all necessary repairs or modifications at its sole expense provided the State determines the performance of such repairs and modifications is in the State's best interest.

Payment for the Software shall not constitute acceptance. Acceptance by the User Agencies shall not relieve the Contractor of its warranty or any other obligation under the Statewide Contract.

- 11. Originality and Title to Provided Software and Services.** Contractor represents and warrants that all the concepts, materials, Software and Services produced, or provided to the State pursuant to the terms of the Statewide Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials Software and Services. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Software and Services contemplated by the Statewide Contract. Contractor or the original Software publisher shall retain all right, title and interest in the Software and any accompanying documentation, including all applicable intellectual property rights.

The Contractor represents and warrants that the concepts, materials, Software and Services and the State's use of same and the exercise by the State of the rights granted by the Statewide Contract shall not infringe upon any other work, other than material provided by the Statewide Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials, Software and Services will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity.

- 12. Title to Property.** The Contractor represents and warrants that title to any Software assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all Software shall be delivered free of any security interest or other lien or encumbrance.

The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in the Contractor until fully paid for by the User Agencies.

- 13. Industry Standards.** The Contractor represents and expressly warrants that all aspects of the Goods, Software and Services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Statewide Contract, which shall take precedence.

- 14. Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform the Services under this Statewide Contract are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by the Agency as specified in the RFX. All of Contractor or any subcontractor's personnel shall comply with the confidentiality requirements of the Statewide Contract and the security requirements of the applicable Agency or User Agencies while on state property. In the event that any of Contractor or subcontractor's personnel do not comply with such confidentiality and security requirements, the Agency or User Agencies may have the personnel removed from the premises.

All persons assigned to perform the Services under this Statewide Contract shall be qualified to perform such services. Personnel assigned by Contractor shall have all professional licenses required to perform the Services. If the Agency or User Agencies believes that the performance or conduct of any person employed or retained by Contractor to perform any Services hereunder is unsatisfactory for any reason or is not in compliance with the provisions

of this Statewide Contract, the Agency or User Agencies shall notify Contractor in writing and Contractor shall promptly address the performance or conduct of such person, or, at the Agency or User Agency's request, immediately replace such person with another person acceptable to the Agency or User Agency and with sufficient knowledge and expertise to perform the Services in accordance with this Agreement.

Contractor warrants that an adequate number of appropriately qualified personnel will be employed and available to provide the Services in accordance with the schedule and maintenance requirements set forth in the RFP and this Statewide Contract.

K. PRODUCT RECALL

In the event that any of the goods are found by the Contractor, the State, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the Contractor will promptly communicate all relevant facts to the Agency and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the Agency from taking such action as may be required of it under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the Contractor and the State shall agree to the performance of such repairs by the State upon mutually acceptable terms.

L. CONTRACT ADMINISTRATION

1. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of the Statewide Contract Terms and Conditions (including any amendments accepted by both the Agency and the Contractor attached hereto and the Awarded Item Schedule, if any), the RFX (including any subsequent addenda and written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:
 - (i) First, by giving preference to the Statewide Contract Terms and Conditions.
 - (ii) Second, by giving preference to the specific provisions of the RFX.
 - (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the Agency in writing shall not be included in this Statewide Contract and shall be given no weight or consideration.
 - (iv) The Statement of Work
2. **Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Contractor's Response. The failure of the parties to make reference to the terms of the RFX or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFX and the Contractor's Response. The contractual obligations of the Agency cannot be implied from the Contractor's Response.

- 3. Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Statewide Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Statewide Contract. Contractor and Contractor's personnel shall also comply with all State, Agency, and User Agency policies and standards in effect during the performance of the Statewide Contract, including but not limited to the Agency and User Agencies' policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Statewide Contract. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. §50-5-85.

- 4. Drug-free Workplace.** The Contractor hereby certifies as follows:

- (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Statewide Contract; and
- (ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Statewide Contract; and
- (iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Statewide Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

- (i) Contractor has made false certification here in above; or
- (ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

5. **State Security.** Contractor agrees to comply with all provisions of the then-current State of Georgia IT Policies, Standards, and Procedures, including but limited to those which may be found at <https://gta.georgia.gov/psg/> or a successor URL(s), as are pertinent to Contractor's operation. Contractor further agrees to comply with all provisions of the relevant User Agency's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier by such User Agency. For any individual User Agency location, security procedures may include but not be limited to: Background checks, records verification, photographing, and fingerprinting of Contractor's employees or agents. Contractor may, at any time, be required to execute and complete, for each individual Contractor employee or agent, additional forms which may include non-disclosure agreements to be signed by Contractor's employees or agents acknowledging that all User Agency information with which such employees and agents come into contact while at the User Agency site is confidential and proprietary. Any unauthorized release of proprietary or Personal information by the Contractor or an employee or agent of Contractor shall constitute a breach of its obligations under this Section and the Contract. Contractor shall immediately notify Agency and applicable User Agency of any breach of unencrypted and unredacted personal information and other personally identifying information provided by Agency or User Agency to Contractor. Contractor shall provide Agency and applicable User Agency the opportunity to participate in the investigation of the breach.
6. **Amendments.** The Statewide Contract may be amended in writing from time to time by mutual consent of the parties and upon approval by the Agency. All amendments to the Statewide Contract must be in writing and fully executed by duly authorized representatives of the Agency and the Contractor.
7. **Third Party Beneficiaries.** There are no third-party beneficiaries to the Statewide Contract. The Statewide Contract is intended only to benefit the State and the Contractor.
8. **Choice of Law and Forum.** The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Statewide Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Statewide Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.
9. **Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Statewide Contract or any informal negotiations which may occur between the State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Statewide Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Contractor may elect to submit the matter for mediation. Either the State or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however that the cost to the State shall not exceed five thousand dollars (\$5,000.00).

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the

mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. Section 50-18-70 et.seq.

No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

10. **Assignment and Delegation.** The Statewide Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.
11. **Integration.** The Statewide Contract represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Statewide Contract.
12. **Headings or Captions.** The paragraph headings or captions used in the Statewide Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
13. **Not a Joint Venture.** Nothing in the Statewide Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for goods and services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Statewide Contract.
14. **Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Statewide Contract, and for any default of activities and obligations.
15. **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Statewide Contract, this Statewide Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the goods and services provided in connection with the Statewide Contract.
16. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Statewide Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0051

Meeting Date: 1/18/2023

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

Request approval of a Resolution by the Fulton County Board of Commissioners to change the membership of the Commission on Elder Affairs to allow appointees from the Atlanta Housing Authority and the Fulton Atlanta Communication Action Authority; and for other purposes. **(Pitts)**

1 **A RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS TO**
2 **CHANGE THE MEMBERSHIP OF THE COMMISSION ON ELDER AFFAIRS TO**
3 **ALLOW APPOINTEES FROM THE ATLANTA HOUSING AUTHORITY AND THE**
4 **FULTON ATLANTA COMMUNICATION ACTION AUTHORITY; AND FOR OTHER**
5 **PURPOSES.**
6

7 **WHEREAS**, on October 26, 1988, the Fulton County Board of Commissioners approved
8 a Resolution creating the “Fulton County Aging Services Council”; and

9 **WHEREAS**, the Fulton County Aging Services Council was created to improve the quality
10 of life for the entire Fulton County community by serving as a focal point for communication and
11 insight between elderly persons, their caregivers, other concerned citizens, and to advise the Board
12 of Commissioners, the Department of Senior Services [previously, the Department of Aging and
13 Youth Services], and the community regarding the needs of the elderly within Fulton County; and

14 **WHEREAS**, on February 3, 1993, by way of Agenda Item # 92-RC-397, the Board of
15 Commissioners approved a change in the name of the Fulton County Aging Services Council to
16 the “Commission on Elderly Affairs”; and

17 **WHEREAS**, on January 20, 2021, by way of Resolution 21-0071, the Board of
18 Commissioners approved a change in the name of the Commission on Elderly Affairs to the
19 “Commission on Elder Affairs” to better reflect the active and vibrant nature of Fulton County
20 seniors and the mission of this commission; and

21 **WHEREAS**, the Fulton County Department of Senior Services coordinates with the
22 Commission on Elder Affairs on implementation of its mission, attends its meetings, recommends
23 individuals for appointments to this entity to the Board of Commissioners, and works with the
24 umbrella agencies on the delivery of services to the senior population; and

25 **WHEREAS**, the Council on Aging was a non-profit corporation created in 1977 “to
26 provide a mechanism through which local residents, groups, and agencies can work to assist the
27 elderly in Fulton County to live full, meaningful, and independent lives”; and

28 **WHEREAS**, the Council on Aging was informally divided into area Councils (originally
29 North, South and Central Area Councils, and more recently, North, South, East and West Area
30 Councils) to allow its members to meet in more convenient locations; and

31 **WHEREAS**, pursuant to the enabling legislation passed on October 26, 1988, the entity
32 now known as the Commission on Elder Affairs officially consisted of thirteen members: six (6)
33 adults, two (2) each elected from the North, South and Central Area Councils on Aging, six (6)
34 Task Force Chairpersons, and one (1) elected county official; and

35 **WHEREAS**, to better align with the needs of seniors in Fulton County, on January 20,
36 2021, by way of Resolution 21-0071, the Board of Commissioners approved a change in the
37 membership of the Commission on Elder Affairs to consist of the following thirteen (13) members:
38 one (1) appointee by each of the seven (7) Fulton County Commissioners, one (1) appointee by
39 each of the four (4) area Councils on Aging, and one (1) program participant from each of the two
40 (2) agencies providing Senior Center Management under contract with Fulton County; and

41 **WHEREAS**, according to the Georgia Secretary of State's webpage, the non-profit
42 Council on Aging was administratively dissolved on October 28, 2022 by the Georgia Secretary
43 of State, and the four (4) area Councils on Aging are no longer in operation; and

44 **WHEREAS**, the Commission on Elder Affairs and the Department of Senior Services
45 agree that the membership of the Commission on Elder Affairs must be amended because the
46 Councils on Aging are no longer in existence, and thus, do not have the ability to make
47 recommendations for appointments to the Commission on Elder Affairs; and

48 **WHEREAS**, the Commission on Elder Affairs and the Department of Senior Services
49 recommend that the Board of Commissioners amend the membership of the Commission on Elder
50 Affairs by replacing the four (4) Councils on Aging appointees with two (2) appointees by The

Housing Authority of the City of Atlanta, Georgia (“Atlanta Housing Authority”) and two (2) appointees by the Fulton-Atlanta Communication Action Authority, Inc. (“FACA”); and

WHEREAS, the Atlanta Housing Authority meets its mission by deploying its assets to facilitate affordable housing opportunities for low-income, elderly and disabled households in the City of Atlanta, providing housing subsidy assistance to more than 6,000 senior citizens across its housing programs; and

WHEREAS, FACA, a Georgia non-profit agency, has provided services to low-income individuals and families in Fulton County since 1991 and mobilizes resources through a network of programs and services; and

WHEREAS, all recommended appointees to the Commission on Elder Affairs must be approved by the Board of Commissioners prior to appointment; and

WHEREAS, the Board of Commissioners finds that it is in the best interest of the seniors of Fulton County to change the membership of the Commission on Elder Affairs to include appointees from the Atlanta Housing Authority and FACA.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby accepts the recommendation from the Commission on Elder Affairs and the Department of Senior Services to amend the membership of the Commission on Elder Affairs to consist of thirteen (13) members as follows: one (1) appointee by each of the seven (7) Fulton County Commissioners, two (2) appointees by The Housing Authority of the City of Atlanta, Georgia, two (2) appointees by the Fulton-Atlanta Communication Action Authority, Inc., and one (1) program participant from each of the two (2) agencies providing Senior Center Management under contract with Fulton County.

BE IT FURTHER RESOLVED, that all recommended appointees to the Commission on

Elder Affairs must be approved by the Board of Commissioners prior to appointment; and

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

SO PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this ____ day of _____, 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
Fulton County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0052

Meeting Date: 1/18/2023

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

Request approval of a Resolution by the Fulton County Board of Commissioners requiring that all funds returned to Fulton County from a Tax Allocation District (TAD) shall be placed in a multiyear Facilities Capital Projects Fund to be used to support Fulton County's facilities capital programs and projects; requiring that an amount equal to the final annual increments being distributed to a TAD be placed into the multiyear Facilities Capital Projects Fund on an annual basis at the end of Fulton County's participation in that TAD; and for other purposes. **(Ellis)**

1 A RESOLUTION BY THE FULTON COUNTY BOARD OF
2 COMMISSIONERS REQUIRING THAT ALL FUNDS RETURNED TO
3 FULTON COUNTY FROM A TAX ALLOCATION DISTRICT (TAD)
4 SHALL BE PLACED IN A MULTIYEAR FACILITIES CAPITAL
5 PROJECTS FUND TO BE USED TO SUPPORT FULTON COUNTY'S
6 FACILITIES CAPITAL PROGRAMS AND PROJECTS; REQUIRING
7 THAT AN AMOUNT EQUAL TO THE FINAL ANNUAL INCREMENTS
8 BEING DISTRIBUTED TO A TAD BE PLACED INTO THE MULTIYEAR
9 FACILITIES CAPITAL PROJECTS FUND ON AN ANNUAL BASIS AT
10 THE END OF FULTON COUNTY'S PARTICIPATION IN THAT TAD;
11 AND FOR OTHER PURPOSES.

12
13 WHEREAS, on December 21, 2022, via Fulton County Resolution 22-0995, to
14 address budgetary concerns, the Fulton County Board of Commissioners resolved to
15 repeal and conclude Fulton County's participation in certain Tax Allocation Districts
16 ("TADs"); and

17 WHEREAS, pursuant to the Redevelopment Powers Law (O.C.G.A. § 36-44-1,
18 *et seq.*), upon conclusion of the tax allocation district and repayment of all redevelopment
19 costs and tax allocation bonds, remaining funds shall be paid to Fulton County in
20 proportion to Fulton County's contribution; and

21 WHEREAS, Fulton County is incurring increased costs for a multitude of County
22 capital projects including jail services stemming from an increase in jail population due
23 to increased crime rates; and

24 WHEREAS, Fulton County anticipates the need to budget for capital
25 investments, including, without limitation, the construction of a new jail; and

26 WHEREAS, in light of the foregoing needs of Fulton County, the Board of
27 Commissioners finds that it is in the best interest of the citizens of Fulton County to
28 require that all funds that will be returned to Fulton County from a TAD shall be placed

1 in a multiyear facilities capital projects fund to support Fulton County's capital programs
2 and projects; and

3 **WHEREAS**, to further provide for and enhance the viability of Fulton County's
4 capital programs and projects, the Board of Commissioners finds it necessary to require
5 that whenever Fulton County's participation in a TAD ends, Fulton County shall continue
6 to transfer to the multiyear facilities capital projects fund on an annually basis, an amount
7 equal to the tax increment that was distributed to the TAD in the last year of Fulton
8 County's participation in that TAD; and

9 **WHEREAS**, the Fulton County Manager shall coordinate with the Fulton County
10 Finance Director to create and manage the multiyear facilities capital projects fund
11 required upon passage of this Resolution and to ensure that the TADs funds returned to
12 Fulton County and the annual increments calculated at the end of Fulton County's
13 participation in TADs, shall be included in this fund for use as directed by this
14 Resolution; and

15 **WHEREAS**, pursuant to FCC § 1-117, the Board of Commissioners has
16 exclusive jurisdiction and authority to exercise such other powers as are granted by law,
17 or are indispensable to their jurisdiction over County matters and County finances.

18 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners
19 hereby directs that all funds returned to Fulton County from a Tax Allocation District
20 (TAD) shall be placed in a Multiyear Facilities Capital Projects Fund to be used to
21 support Fulton County's facilities capital programs and projects.

22 **BE IT FURTHER RESOLVED**, that the Board of Commissioners hereby
23 authorizes and directs that whenever Fulton County's participation in a TAD ends, Fulton

1 County shall continue to transfer to the Multiyear Facilities Capital Projects Fund on an
2 annually basis, an amount equal to the tax increment that was distributed to the TAD in
3 the last year of Fulton County’s participation in that TAD.

4 **BE IT FURTHER RESOLVED**, that the County Manager is hereby authorized
5 to coordinate and direct all actions of Fulton County staff, including the Finance
6 Department, concerning the creation and maintenance of the fund authorized by this
7 Resolution, including disbursement of funds from the Multiyear Facilities Capital
8 Projects Fund to support Fulton County’s facilities capital programs and projects.

9 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon
10 adoption and that all Resolutions and parts of Resolutions in conflict with this Resolution
11 are hereby repealed to the extent of the conflict.

12 **SO PASSED AND ADOPTED**, by the Board of Commissioners of Fulton
13 County, Georgia, this 18th day of January, 2023.

14
15 **FULTON COUNTY BOARD OF**
16 **COMMISSIONERS**

17
18 SPONSORED BY:

19
20
21
22 _____
23 Bob Ellis, Vice-Chair
24 (District 2)

25 ATTEST:

26
27
28
29 _____
30 Tonya R. Grier
31 Clerk to the Commission
32
33

1 APPROVED AS TO FORM:

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3

4

5 _____
6 Y. Soo Jo, County Attorney

7



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0883

Meeting Date: 2/1/2023

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), Article II (County Governing Authority), Division 1 (Generally) of the Fulton County Code of Ordinances relating to budgetary controls for members of the Board of Commissioners by reducing the travel/conferences budget for members of the Board of Commissioners, and for other purposes. (Ellis) **(MOTION TO APPROVE FAILED 11/16/2022)**

1 **AN ORDINANCE TO AMEND CHAPTER 101 (GENERAL PROVISIONS AND COUNTY**
2 **GOVERNING AUTHORITY), ARTICLE II (COUNTY GOVERNING AUTHORITY),**
3 **DIVISION 1 (GENERALLY) OF THE FULTON COUNTY CODE OF ORDINANCES**
4 **RELATING TO BUDGETARY CONTROLS FOR MEMBERS OF THE BOARD OF**
5 **COMMISSIONERS BY REDUCING THE TRAVEL/CONFERENCES BUDGET FOR**
6 **MEMBERS OF THE BOARD OF COMMISSIONERS; AND FOR OTHER PURPOSES.**

7 **WHEREAS**, Fulton County's 2021-2025 Strategic Plan sets forth one of its six
8 strategic priorities as open and responsible government; and

9 **WHEREAS**, one of the greatest responsibilities of the members of the Board of
10 Commissioners is that of being good stewards of the public funds entrusted to them for
11 public use; and

12 **WHEREAS**, as stewards of public funds, the Board of Commissioners desires to
13 establish and maintain certain budgetary controls for its members and the administration
14 of their individual offices; and

15 **WHEREAS**, on October 16, 2002, the Board of Commissioners approved a
16 Resolution, otherwise known as the "Edwards Resolution," which established certain
17 budgetary controls, relating to the members of the Board of Commissioners and the
18 staffing and administration of their individual offices; and

19 **WHEREAS**, the Edwards Resolution is codified at Fulton County Code ("FCC") §
20 101-38; and

21 **WHEREAS**, on May 4, 2011, the Board of Commissioners approved a Resolution,
22 otherwise known as the "Eaves Resolution," which amended certain provisions of the
23 Edwards Resolution and certain budgetary controls, relating to the members of the Board
24 of Commissioners and the staffing and administration of their individual offices; and

25 **WHEREAS**, on December 19, 2018, the Board of Commissioners approved a
26 Resolution which amended subsection (d) of FCC § 101-38, relating to the members of

1 the Board of Commissioners and the annual travel budget allocated to each
2 Commissioner; and

3 **WHEREAS**, on April 17, 2019, the Board of Commissioners approved Resolution
4 19-0157 to provide authority to permit the personal staff of a vacated commission district
5 to remain employed to the extent needed to continue services for such vacated
6 commission district; and

7 **WHEREAS**, on May 4, 2022, the Board of Commissioners approved Resolution
8 22-0327, which amended FCC § 101-38, by creating and adding a new Subsection (f),
9 relating to miscellaneous limitations on the permissible uses of Commissioners' budgets
10 and County resources; and

11 **WHEREAS**, on August 17, 2022, as Agenda Item No. 22-0571, the Board of
12 Commissioners approved a Resolution rolling back the millage rate for all Fulton County
13 taxpayers from 9.33 mills to 8.87 mills; and

14 **WHEREAS**, because of the lower millage rate approved, the Board of
15 Commissioners anticipates a significant reduction in the collection of funds for the
16 General Fund; and

17 **WHEREAS**, despite the anticipated loss of revenue to the County, the Board of
18 Commissioners remains committed to delivering quality services to the citizens of Fulton
19 County; and

1 **WHEREAS**, the County's budget line item number 1307 is specifically designated
2 for Travel/Conferences but, in the past, these funds could be used for other purposes;
3 and

4 **WHEREAS**, so as to assist the County in meeting the anticipated budget shortfalls
5 due to the reduced millage rate, the Board of Commissioners recognize that expenses
6 for budget item line number 1307 should be restricted to only Travel/Conference
7 expenses; and

8 **WHEREAS**, the Board of Commissioners finds it to be in the best interest of the
9 taxpayers of Fulton County to amend FCC § 101-38(d) to reduce the amount of each
10 Commissioner's travel budget and to expressly limit the use of those funds for
11 Travel/Conference expenses so as to ensure the availability of those funds for services
12 and programs that benefit the citizens of Fulton County.

13 **NOW, THEREFORE, BE IT ORDAINED**, that the Fulton County Board of
14 Commissioners hereby amends Section 101-38(d) of Chapter 101, Article II, Division 1 of
15 the Fulton County Code of Ordinances, which when amended shall read as follows:

16 Sec. 101-38(d). - Budgetary controls over expenses.

17 (d) Travel. Each commissioner is allocated an annual travel budget of ~~\$50,000.00~~ \$25,000.00 for specific
18 ~~commission-related business outside of Fulton County, including~~ specifically for Travel/Conference
19 expenses related to professional conferences and conventions. The finance director shall establish a
20 separate travel account for each commissioner. Travel per diem for food and lodging related to a
21 commissioner's travel to and attendance at a conference shall be paid from said travel accounts when
22 documented by the submission of receipts or other proofs of payment of said incurred expenses. Prior
23 to undertaking each period of county travel status hereunder, said commissioner shall submit a written
24 memorandum of travel to be maintained by the finance director with said commissioner's travel
25 account. Said memorandum of travel shall specifically designate the travel destinations, the
26 ~~commission-related business and purposes of~~ conference to be attended as part of said travel, and
27 the planned duration of said travel. Said memorandum shall also comply with Fulton County's
28 Personnel Policy and Procedures for travel, training, parking automobile allowance and mileage

1 reimbursement, No. 209-16. Funds allocated to annual travel budgets may not be transferred from the
2 travel expense account to any other operating account of the commissioner's office or used for any
3 purpose other than the travel to and attendance of professional conferences. ~~Funds from the~~
4 ~~operations accounts, other than risk management-related accounts, may be transferred into the travel~~
5 ~~and training budget.~~

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

9 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
10 Georgia this 7th day of September 2022.

11 **FULTON COUNTY BOARD OF**
12 **COMMISSIONERS**
13 **SPONSORED BY:**
14

15
16
17 _____
18 Bob Ellis, Commissioner
19 District 2
20

21 **ATTEST:**
22
23
24

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

29 **APPROVED AS TO FORM:**
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31
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33 _____
34 Y. Soo Jo
35 County Attorney
36

37 P:\CALegislation\BOC\Resolutions\Ordinances\2022\Ellis\11.16.22 Ordinance Amending FCC 101-38(d).Commissioners Travel
38 Budget.docx



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0061

Meeting Date: 1/18/2023

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

Discussion: Reparations Task Force Update & Funding Request **(Arrington)**

FULTON COUNTY REPARATIONS TASK FORCE REPORT: 2021-2023

TASKFORCE ADVISORY BOARD

Dr. Karcheik Sims-Alvarado, Chair (District 4)
Marcus Coleman, Vice Chair (District 5)
Tamika Jackson (At-Large)
Shanti Vissa (District 1)
Elon Osby (District 2)
Honorable Khalid Kamau (District 6)

TASK FORCE RESEARCHERS AND REPORT CONTRIBUTORS

Dr. Karcheik Sims-Alvarado, Chair
Olivia Reneau, Duke University Hart Fellow
John Wright, Central Library, Fulton County Library System

January 13, 2023

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ABSTRACT

The Fulton County Reparations Task Force presents to the Fulton County Board of Commissioners an EOY (End of Year) summary report providing the results of research findings since being charged to perform an investigation following the adoption of Resolution No. 21-0277 on April 14, 2021. In addition, this report provides a summary of all work performed by the Task Force since the onset of their first official meeting on October 7, 2021, to January 2, 2022. Beyond the summary, this report is a proposal to perform two studies. The first study will expand upon the preliminary historical research performed thus far and allow the Task Force to make recommendations supported by quantitative and qualitative data. This empirical study would be followed by a feasibility study allowing Fulton County Board of Commissioners to learn the costs and benefits of the proposed recommendations made by the Task Force.

Empirical evidence retrieved from (1) Fulton County archival records, departments, and agencies, (2) local, state, and national archives and libraries, (3) newspapers, maps, tax digests, and city directories; (4) Georgia corporations' records (5) and personal family papers will allow for an exhaustive quantitative and qualitative study to be performed on the systemic impact of Slavery and Jim Crow on the lives of Blacks/African Americans in Fulton County from January 1, 1751, to present day. The results of the quantitative data and empirical research findings will grant the Task Force the opportunity to offer sagacious and purposeful recommendations to the Fulton County Board of Commissioners for approval.

The Fulton County Reparations Task Force members wish for this report to serve as the beginning of future studies that results in the granting of incessant restitution to the descendants of persons who endured enslavement and Jim Crow segregation in America and other subsequent periods, where opportunities to secure personal, political, and economic autonomy were denied due to racist practices. Being the first County Reparations Task Force established in the United States, the members of this advisory board hope their service, the empirical and feasibility studies, and their recommendations to the Fulton County Board of Commissioners serve as a blueprint for other county residents and Board of Commissioners throughout the US work in concert to correct past wrongs and to make African Americans whole.

Summary of Meetings: 2021-2022

Authored by Commissioners Marvin Arrington, the Fulton County Board of Commissioners approved Resolution No. 21-0277 on April 14, 2021 to appoint members to:

Research and explore the feasibility of slavery reparations for Blacks/African Americans who live in Fulton County, Georgia; and WHEREAS, the Reparations Task Force serves as an advisory body to the County and is charged to investigate and provide recommendations to the Board of Commissioners regarding priorities, objectives, and policies which will support the revitalization, preservation, and stabilization of the Black/African American population in Fulton County in the form of reparations. (APPENDIX A)

The resolution was supported by four of seven Fulton County Commissioners.¹ The Task Force did not commence immediately. Instead, its first official meeting and the ratification of bylaw were held on October 7, 2021.² Each commissioners agreed to allow one member to represent their district. The inaugural appointees were Dr. Karcheik Sims-Alvarado (District 4, Commissioner Natalie Hall), Marcus Coleman (District 5, Commissioner Marvin Arrington), Janay Wilburn (At-Large, Chairperson Rob Pitts), and Honorable Khalid Kamau (District 6, Commissioner Khadijah Abdur-Rahman). Three commissioners failed to nominate appointees (nominees for Districts 1 and 2 were appointed in August 2022). Each nominee was tasked with serving a two-year term with the Task Force sunseting on December 31, 2025. (See APPENDIX B).

Dr. Sims-Alvarado was elected as Chair, and Marcus Coleman as Vice Chair. At the request of the Task Force, commissioners voted to increase the number of appointees per district from 1 to 2 nominees for a total of 14 members. Jayne Wilborn resigned and was replaced by Tamika Jackson (At-Large, Chairperson Rob Pitts). Additional appointees were Shanti Vissa (District 1, Commissioner Liz Hausmann) and Elon Osby (District 2, Commissioner Bob Ellis).

The Task Force received administrative support from Fulton County Government: Fran Calhoun, Division Manager, Intergovernmental and Interagency Affairs, Department of External Affairs; Attorney Denva Stewart; and Jasmine Campbell, Legislative Assistant, External Affairs.

The Task Force recognized the importance of empirical research to support future recommendations to the Fulton County Board of Commissioners. Members requested Fulton County departments to lend their staff's expertise and experience to assist in performing the necessary research that could lead to the production of a report. John Wrights, Central Library

¹ Fulton County Board of Commissioners, authored by Commissioners Abdur-Rahman, Arrington, and Hall. Item 24, 21-0277, April 14, 2021, Regular Meeting. See recorded meeting: <https://play.champds.com/fultoncoga/event/19/s/29180>. The vote comprised 4 Yeas and 2 Nays.

² Appendix A and "Fulton County Reparations Task Force." FOX 5 Atlanta. FOX 5 Atlanta, May 6, 2021. <https://www.fox5atlanta.com/video/930129>.

Special Collections Librarian, joined as Researcher at the recommendation of Fulton County Library System Executive Director Gayle Holloman and Central Library Administrator Cheryl Small. At the recommendation of Chairwoman Dr. Sims-Alvarado, Olivia Reneau, a Duke University Fellow, was assigned as Researcher.³

Members of the Task Force met during the first Thursday of each month from October 2021 to January 2023. During this period, Attorney Benjamin Crump and LA County Supervisor Jolly J. Mitchell offered support and examples of their efforts to secure restitution for African Americans. In addition, monthly reports and presentations of research were offered by John Wright and Olivia Reneau. Commissioners were invited to attend the meetings. Commissioner Marvin Arrington appeared on two occasions. All the meetings were made available for public access via Zoom, and before all meetings adjourned, time was reserved for public comments and questions.

In December 2022 and January 2023, the Task Force discussed preliminary recommendations that comprised granting restitution to descendants of those persons who were victimized of slavery, immanent domain, forced resettlement, convict labor camps, residential discrimination, and racial violence. Other recommendations discussed were the need for a research facility to conduct DNA testing and geological research for those whose ancestral history is lost due to the trans-Atlantic and domestic slave trade in the US. As the research grew for this study, access to Fulton County-owned primary documents and records became a concern for members of the Task Force. Therefore, the recommendation was made to support the establishment of a Special Collections, and Research Institute that could serve as a repository for county-owned records, primary documents, and secondary sources that assist can assist in not only producing a comprehensive study of the impact of slavery and Jim Crow on Fulton County residents, but it can also assist residents of performing genealogical research and making it possible for scholars to perform groundbreaking research on the history of Fulton County and its residents.

The volume of research performed by the Task Force researchers is impressive regardless of its limitations. A budget of \$0.00 was provided to perform the study. It was determined by the Task Force on January 4, 2023, that recommendations could be better supported and presented to the Fulton County Board of Commissioners if the current study is to continue and is sustained by a justified budget respective to work to be performed, by additional researchers, and having access to records housed by various Fulton County departments (i.e. vital, probate court, voter registration, county codes and ordinances, commissioners meetings, health, property taxes, county jail records) spanning from 1865 to 1980.

³ To view the list of members and Researcher, see: <https://www.fultoncountyga.gov/commissioners/clerk-to-the-commission/boards-and-authorities/reparations-task-force#:~:text=Description%3A%20The%20Reparations%20Task%20Force,of%20the%20Black%2FAfrican%2DAmerican>

RESEARCH FINDINGS

The focus of the researchers' interest was only on those areas that fall under the purview of Fulton County: registration and elections, arts and libraries, tax assessor, public health services, courts, and Fulton County jail.

The research covered the following historical periods:

Slavery in Georgia: (1751 to 1865)
Slavery in Dekalb County (1822-1853) ⁴
Slavery in Fulton County (1853-1865)
Reconstruction (1865-1877)
Post Reconstruction (1877-1896)
Jim Crow (1896 -1970)
Urban Renewal: (1930 – 1980)

The researchers explored:

- The number of enslaved persons in Georgia and Fulton County
- the history of immanent domain and poor sanitation claims made against Blacks/African Americans that led to forced migration and displacement throughout Fulton County;
- lost records relevant to the victims of the 1906 Race Riot;
- origin of convict labor and labor camps in Fulton County;
- profiteers of convict labor and their contractual relationships with Fulton County Jail;
- evidence of numerous labor camps and convict goods and services provided by county inmates forced to perform hard labor throughout Fulton County;
- an +100-year history of bi-racial advocacy against convict labor and hardship.

⁴ Fulton County from created by the Georgia General Assembly in 1853. The land that became Fulton County was part of the western portion of DeKalb County, established in 1822.

AREAS OF RESEARCH TO EXAMINE

1. Fulton County formed in 1853
2. Duties of County/Jurisdiction
3. Slavery
4. Public Works
5. Reconstruction
 - A. migration and settlement
 - B. housing/land ownership
 - C. voting and political leadership
 - D. Black communities
 - E. Black schools and colleges
 - F. public health
6. City Codes and County Ordinances during Reconstruction
7. Duties of County/ Jurisdiction during Reconstruction
8. Public Work and Infrastructure
9. Post-Reconstruction
 - A. Contribution of Taxpayers
 - B. Convict Labor
 - C. Voting
 - D. County Jails
 - E. Libraries
 - F. Public Health
 - G. Courts
 - H. Tax Assessor's Office
 - I. Record Keeping
10. Jim Crow
 - A. Contribution of Taxpayers to County
 - B. Convict Labor
 - C. Voting
 - D. County Jails
11. Urban Renewal (1930-1980)
 - A. Immanent Domain
 - B. Displacement
 - C. Housing Shortage
 - D. Environmental Justice

CASE STUDY: 1

Bagley Park

Summary of Finding

Bagley Park, also called Macedonia Park, is a formerly Black residential area in northern Fulton County. Named for a theorized refuge of the Forsyth County attempted racial genocide, the Black residential neighborhood developed with land bought from white landowner, John S. Owens. There was a local religious community with two churches, two restaurants, a grocer, a blacksmith, and at one point, a barber. Bagley Park was located between two all-white residential communities: Garden Hills and Peachtree Hills. It is from the former neighborhood that a clear animus for the residents of Macedonia Park may first be observed. In 1937, the Garden Hills Women's Club appeared at a Board of Commissioner's meeting, requesting "something being done about a negro section known as Macedonia Park". The commissioners, without presentation of any evidence, agreed to endorse a bill address the "Negro Section" in 1937 (BoC, February 10, 1937).

The Garden Hills Women's Club appeared before the BOC for the second time in 1938, requesting Bagley Park be condemned. This time, the delegation requested the neighborhood of Bagley Park be condemned. Citing claims of improperly disposed of garbage, outdoor toilets, and "temporary shack-like" homes, GH requests the BoC "condemn Bagley Park and purchase that parcel of land and the dwellings thereon for the purpose of slum clearance or for any other purpose as may be seen fit". Meanwhile, Bagley Park continued to grow. By 1940, the neighborhood sustained nearly 600 residents, with as many as 30% of the listed surnames belonging to owner-occupants. Sandborn maps of the neighborhood indicate lots and dwelling approximately equal in size to the adjacent, white neighborhood on Lookout Place.

Around this time, Board of Health meeting minutes indicate that the wells in Bagley Park test positive for contamination, likely of B. Coli. The occurrence both of contamination and pests was no strange occurrence in Buckhead, as the area often struggled with snakes, rats, and low-lying areas. The extent of the contamination is unknown, meaning we don't know if it posed any threat to other residential areas, but the Board of Health initiated the process to require that wells meet regulation requirements, privies be installed, and city water and sewerage be made available if advisable. There is noticeably no mention of the extension of county sewer services, despite existing county sewer services dating back to the 1930s.

In February of 1942, 150 GH residents signed a petition declaring their lack of desire for a park and swimming pool in their community. Another delegation of unknown size appeared in May, negating the views of the previous delegation and stating their desire for a park and park facilities in their community. Paired with the publication of a negative Grand Jury column on the BoC's curious park development practices, the issue of a park was not without disagreement.

The GHWC appeared for the 3rd time before the BOC in 1942, requesting the condemnation of Bagley Park. This "negro section", they alleged "is located on the headwaters of a stream that flows southwardly through Fulton County and having no sewerage it constitutes a health menace to the entire county". Despite the completion of an investigation 2 years prior, the BOC

recommends another investigation of the area's sanitary conditions by the Health Dept, Health Board, and Legal Dept

In 1944, the BoC passed the resolution sending Bagley Park to its doom. The Resolution earmarked \$50,000 for the acquisition of Bagley Park real estate for the creation of a "county park". The chains of title were subsequently established, and the first parcel (the parcel of John and Annie Usher, who were Black owner-occupants) was purchased after being assessed by three assessors in March of 1945. Eight other parcels were acquired this year, most of which for "ten dollars and other valuable considerations".

After multiple cash infusions from the BoC, the Bagley Park project approached nearly \$150,000 in costs, prior to the construction of the park. BoC minutes convey little of the fate of the displaced owners, but newspaper articles provide some insight into the fate of the renters. Journalistic coverage documents dozens of residents as displaced, some of whom experiencing homelessness. We know that many of these residents moved to Johnsontown, another Black residential community, due to the appearance of white delegations decrying the influx of Black migrants from Bagley Park to the area.

Analysis of Board of Commissioner meeting minutes and property records demonstrate not only an explicit racial animus towards the Black residents of Bagley Park, but a doctrine that may be best termed as 'calculated neglect'. This phrase may be used to describe the Fulton County Board of Commissioners' divergence from precedent established with white residents around sewage, water, and constituent services, devaluing Bagley Park property and contributing to the conditions for which the residential area was supposedly condemned. Put plainly, the residents of Bagley Park were powerless to stop the destruction of familial homes by neglect that significantly preceded the vote to place a park in their backyards.

METHODOLOGY

Research performed on neighborhood razing for public works utilizes Bagley Park as a primary case study. Material for research performed may be organized into two groups: records related to neighborhood razing and property records. Records related to neighborhood razing include Board of Commissioner meeting minutes (inclusive of inferior boards and departments like the Board of Health and Public Works Department) and newspaper clippings. Records related to neighborhood razing include deed books, property tax records, wills and probates, city directories, Census records, and plat maps.

The majority of resources retrieved for the study relate to the Fulton County Board of Commissioners' decision to condemn Bagley Park, the process of its subsequent condemnation, and the installation of Frankie Allen Turner Park in its place. Records range from approximately 1918 to 1960.

Organizing Historical Data, The Volume of Retrieved Data Research Materials, & Summary of Research Materials

The process of organizing the research requires placing the materials in digital files and folders.

The main file heading is “Fulton County Properties.” It contains 341 files and 38 subfolders related to residential areas Fulton County possesses[d] for public use. Most files (314) pertain to Bagley/Macedonia Park. Additional folders include locations like Johnstown, Plunket Town, and Piney Grove. The Bagley Park subfolder houses all sources related to Bagley Park, from primary sources to citations.

Records related to neighborhood razing include Board of Commissioner minutes that contain references to Bagley/Macedonia Park and its residents. Examples of relevant references include the multiple petitions by the Garden Hills Women’s Club for the neighborhood’s removal and offers from residents to sell property to remove the ‘Negro problem’. Records also include actions conducted by governance under the direct oversight of the Board of Commissioners. This includes the historic Fulton County sewer department, where constituent requests for Fulton County water and sewage connections were referred. These documents include both records related to Bagley Park and surrounding, white neighborhoods for comparative analysis.

Property records for Bagley Park are primarily plat maps and deeds. Nearly all property owners (and some renting tenants) have been identified for the period of examination via city directories and Census records. With this information, preliminary research yielded near complete chains of title for all parcels in Bagley Park. Additional property records include county tax maps, which indicate how much parcel owners paid in annual property taxes. Property tax records, particularly those Black property owners in good tax standing, aid the aforementioned argument of calculated neglect of tax-paying constituents by the Fulton County Board of Commissioners.

Limitation and Strength of Research

Preliminary research on neighborhoods like Bagley Park is hindered along three major lines: source availability, financial resources, and labor. While Fulton County has a commendable collection of primary sources, some vital records are unaccounted for. One example of such is birth and death certificates from approximately 1905 to 1920. Overlapping government entities (Fulton County Board of Health, Fulton County Office of Vital Records, Georgia Department of Health, and the National Archives at Atlanta) deny housing such records in favor of one another, but many records remain unaccounted for. Some, like early Board of Health meeting minutes, may simply be gone forever. The present lack of financial resources allocated for the Task Force also means records that need to be purchased were excluded from preliminary findings. Finally, preliminary research was limited most principally by lack of labor.

Still, preliminary research demonstrates remarkable strengths. Fulton County has made remarkable efforts to preserve government material. Much of the primary source material, namely Board of Commissioner meeting records, is housed by the Fulton County government. As such, there is a wealth of material from which future research will draw. Additionally, the

research methodology employed for preliminary research on Bagley Park is highly replicable. The Fulton County Reparations Task Force has the unique opportunity to not only pioneer county-level methods for addressing historic injustices, but make methodological recommendations to other localities on addressing historic injustices.

Recommendation:

The author would recommend the expansion of the efforts to analyze Black neighborhood razing to areas beyond Bagley Park. Immediate recommendations include Johnstown and Piney Grove, former historically Black residential areas within the locus of migration from Bagley Park. Additional recommendations include Armour Place, Savageville/Sandersville, Arden Road, Plunkett Town, Nicklebottom*, and Dubals Alley.* The author would also recommend the Reparations Task Force begin efforts to track familial outcomes for residents displaced by projects through the Fulton County Public Works Department. Present information is journalistic and/or anecdotal, and rigorous analysis may qualify or alter present claims on disparities displaced residents experienced post-forced migration.

*Asterisks indicate locations that require initial verification of their existence as a majority-Black residential area before research may be conducted.

Sources:

Sources repositories include the Lewis R. Slaton Courthouse Deed Room (inclusive of both deeds and deed indexes), the Fulton County Public Library System's Special Collections at the downtown location, secondary sources (namely academic journals) available remotely through the Fulton County Public Library System and the Duke University lending library, the Atlanta History Center's government source repository and map collection, wills and probates available through Ancestry.com, newspaper clippings available through Newspapers.com, Board of Commissioner meeting minutes available through the Fulton County government's website, and primary source material housed at the National Archives in Atlanta.

CASE STUDY: 2

CONVICT LEASING AND LABOR CAMPS ESTABLISHED AND SUPERVISED BY FULTON COUNTY JAILS and CONTRACTORS: 1865 – 1980

Methodology

Material for research performed on convict leasing and labor camps established and supervised by Fulton County Jails and Contractors includes reports, studies, minutes, newspaper and periodical articles and maps. Newspaper articles comprise the majority of the resources located and dated from pre-Civil War to 2021. Most of the articles date from the 1870's to the 1920's. As of January 6, 2023, a total of 4,616 resources have been located for this case study. While the volume of research materials is impressive, there are a great number of materials that could be added to this study that has yet to be retrieved. This is just the preliminary phase of the research. There is much more to discover.

The majority of resources retrieved for the study relate to the use of convict labor following the Civil War and continuing into the 1940s. There are a small number of resources that relate to or refer to the use of slave labor prior to 1865. There are files that relate to both Convict Leasing, from the end of the Civil War until 1908, and the "chain gang" era, from 1908 through the 1940s.

Organizing Historical Data, The Volume of Retrieved Data Research Materials, & Summary of Research Materials

The process of organizing the research requires placing the materials in digital files and folders. The main file heading is "Convict Labor." It contains general articles and materials on convict labor and 163 additional files or folders, which are arranged alphabetically, except for files on Reparations, Eminent Domain, and the Georgia Convict Lease System. Many of folders contain additional subfolders. For example, the Railroads folder contains 64 subfolders.

Files relating to the convict leasing period (1865-1980) include materials relating to the corporate bodies that leased out convict laborers. For example: Grant, Alexander and Company and the three Georgia Penitentiary Companies. Additional folders relate to those who owned those companies, such as notable Atlantans: William Grant or former Governor Joseph E. Brown. Numerous folders also relate to the companies and individuals who bought convict leases to operate their mines, lumber companies, brick works, or railroads. There are extensive files on James W. English and the Chattahoochee Brick Company. James W. English came to dominate the leasing of convicts in Georgia, while his Chattahoochee Brick Company was one of the most notorious users/abusers of convict labor.

Files relating to the "chain gang" period are mostly contained in two folders; Fulton County and Fulton County Camps. Each folder has multiple subfolders. The Fulton County Camps folder contains 119 items, including 37 sub folders containing additional material on labor camps throughout Fulton County.

The Fulton County folder contains some materials relating to convict labor used that can be found on the Grand Jury subfolder.

The Fulton County folders also contain a subfolder on "African-American Communities" in the County. It documents through articles, Board of Commissioner's Minutes, and other documents that shed light on the treatment/mistreatment of Black communities such as Bagley Park, Johnstontown and Plunkett Town. Additional sub folders in the Fulton County Folder include

materials relating to the Fulton County Board of Health, Fulton County Alms Houses, and the Ku Klux Klan in Fulton County.

There are several subject-related or themed folders, including, “African-American Communities – Atlanta, African-American Communities – DeKalb County, Quarries, Railroads, and Cemeteries.” Finally, there is a subfolder, “City of Atlanta,” that relates to the use of Fulton County convicts on road and sewer projects in the City of Atlanta.

Limitation and Strength of Research

Need for additional researchers and access to Fulton County records.

Slavery in Georgia and Fulton County

Slave labor in Georgia began in 1750. One year after Georgia became a Royal Colony in 1754, “slave laws” defined the status of free and enslaved, “Negroes, Indians, Mulatos or Mestizo” as follow:

All Negroes, Indians, Mulatos, or Mestizos (except those already free) who now are or shall hereafter be in the province and their issue or offspring born or to be born are hereby declared to be and remain for ever after absolute slaves.⁵

Fulton County was not adopted by the Georgia General Assembly until 1853. Its land derived from the western region of DeKalb County, established two decades earlier. DeKalb was founded as a county in 1822. The following year, the first recording of an enslaved person in the County was an African woman named Malinda, who was auctioned on the steps of the courthouse in March 1826 and reauctioned in September 1827. DeKalb County possessed a significant population of enslaved Africans. Four years after Malinda was resold on the Decatur Courthouse steps, nearly 1 in every 6 persons in DeKalb County were enslaved (1867 Africans compared to 9020 whites). The enslaved population continued to increase. By 1840, the US Census recorded 349 of 1406 (19%) households enslaved at least one person, and in 1850, the enslaved population grew to 33 percent.⁶

In 1860, 20 percent of Fulton County residents were enslaved. Comparatively, enslaved persons made up 37 percent of the state population and 13 percent of the entire US population. While 63 percent of the white population in Georgia did not own humans as property, the wealth of slaveholders doubled that of some northern states, such as New York and Pennsylvania. In 1860, the total value of enslaved persons in Georgia was \$400,000,000, accounting for 50% of the state's wealth. One in every three white male adults in Georgia were slave holders. In 1850 and 1860, 66 percent of state legislators were slaveowners, and 33 percent were planters. On the eve of the Civil War, 44% percent of the entire state population was enslaved.⁷ In Fulton County, 20% of its population was in bondage.⁸

⁵ pdf4pro.com, "Slave Laws of Georgia, 1755-1860 - Georgia Archives," January 17, 2021, <https://pdf4pro.com/view/slave-laws-of-georgia-1755-1860-georgia-archives-6cca5b.html>.

⁶ “Enslavement,” Decatur History, accessed January 12, 2023, <https://decaturhistory.com/enslavement/>.

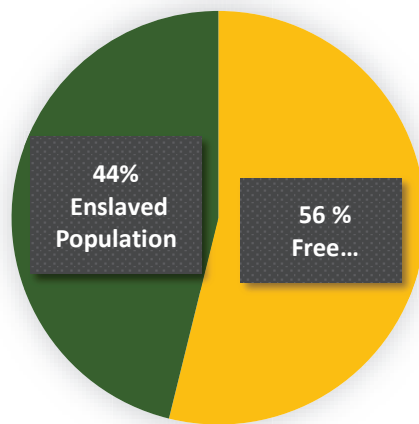
⁷ “Slavery in Antebellum Georgia - New Georgia Encyclopedia,” accessed January 12, 2023, <https://www.georgiaencyclopedia.org/articles/history-archaeology/slavery-in-antebellum-georgia/>.

⁸ “War in Our Backyards,” Battle of Atlanta, accessed January 12, 2023, <https://battleofatlanta.ajc.com/part1.html>.

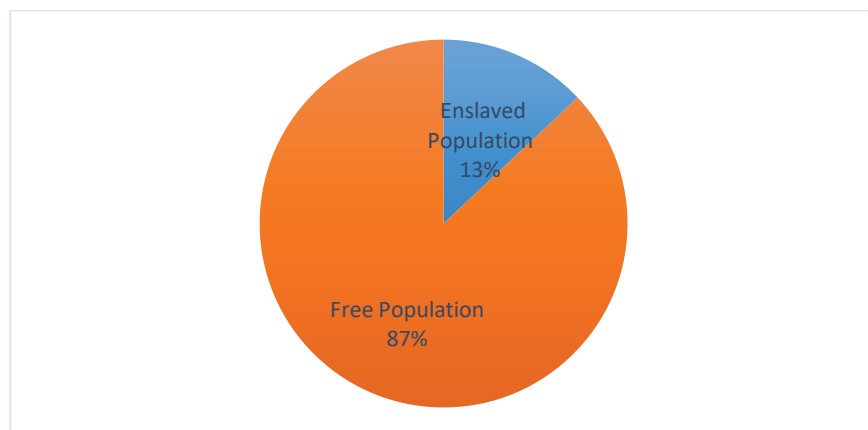
TABLE 1: Georgia Slave Population

Decade	Georgia Slave Population
1790	29,264
1800	59,699
1810	105,218
1820	149,656
1840	280,944
1860	462,197

GRAPH 1: Enslaved Population in Georgia in 1860 and on the eve of Civil War (1861-1865)



GRAPH 2: GEORGIA ENSLAVED POPULATION COMPARED TO THE TOTAL NUMBER OF ENSLAVED POPULATION IN THE UNITED STATES IN 1860



GRAPH 2: Fulton County Population in 1860 and on the eve of the Civil War (1861-1865)

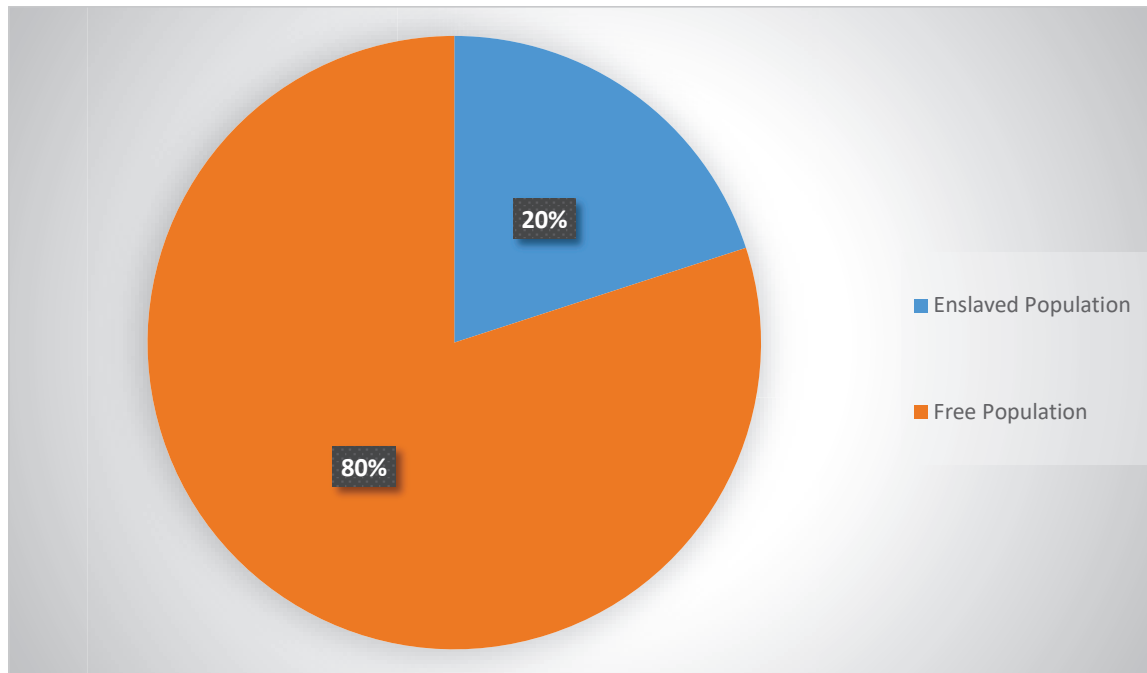


TABLE 2: VALUE OF ENSLAVED POPULATION IN GEORGIA AND PERCENTAGE OF GEORGIA'S TOTAL WEALTH BASED ON THE VALUE OF ENSLAVED PERSONS

Year	Enslaved population in Georgia	Value of enslaved population	Percentage of Georgia's total based on enslaved person's wealth.
1860	462,197	\$400,000,000 ⁹	45% ¹⁰

TABLE 3: AVERAGE VALUE OF ENSLAVED PERSONS IN 1860 COMPARED TO CURRENT US DOLLAR VALUE

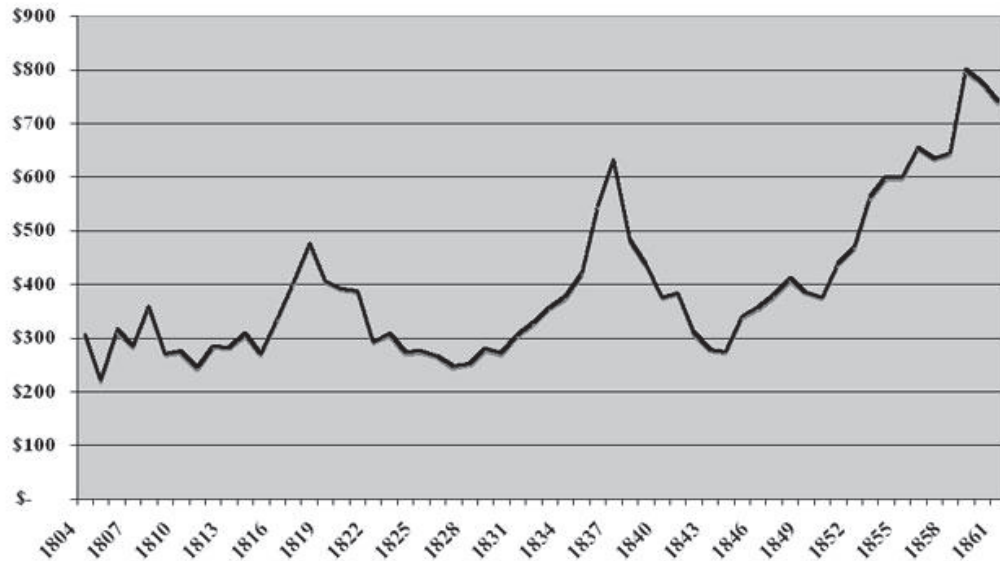
Year	The average value of an enslaved person purchased or sold in Georgia	Value in US Dollars in 2023
1860	\$865	\$30,192.67

⁹ "Slavery in Antebellum Georgia - New Georgia Encyclopedia," accessed January 12, 2023, <https://www.georgiaencyclopedia.org/articles/history-archaeology/slavery-in-antebellum-georgia/>.

¹⁰ "Rich Man's War, Rich Man's Fight: Civil War and the ... - JSTOR," accessed January 12, 2023, <https://www.jstor.org/stable/2208723>.

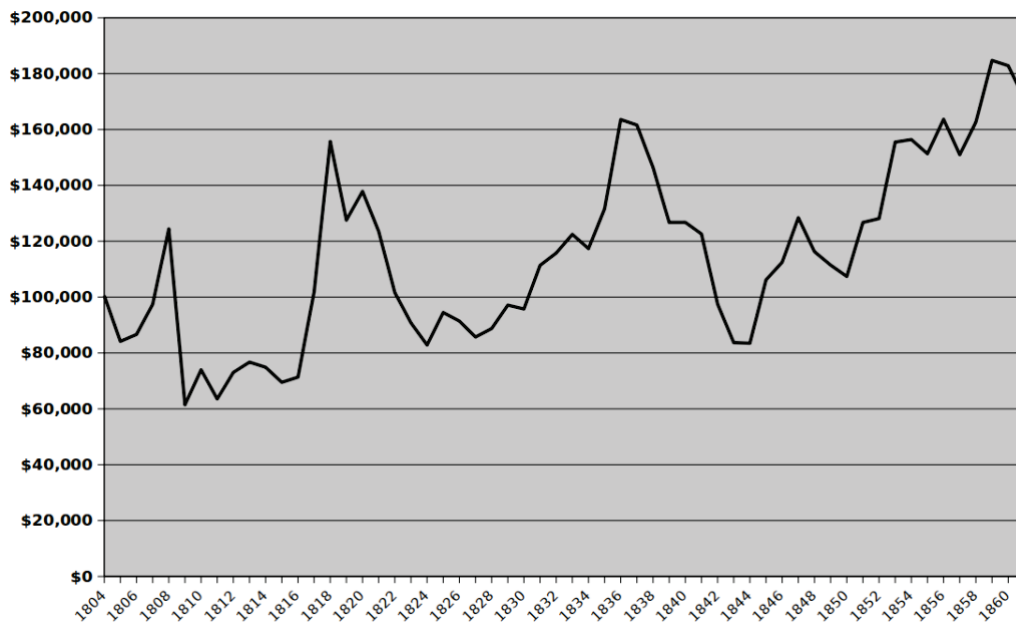
TABLE 4: AVERAGE PRICE OF AN ENSLAVED PERSON OVER TIME IN CURRENT DOLLARS AND LABOR INCOME VALUE OF ENSLAVING A PERSON IN 2020

Average Price of an enslaved person Over Time



Source: *Historical Statistics*, Table Bb212. Average Slave Price.

**Labor Income Value
of enslaving a person in 2020 Prices**



Source: <https://www.measuringworth.com/slavery.php>

Limitations and Strengths of Research

Fulton County Government and its Departments' records on the history of slavery are enormous, and it is the strength of the research to study slavery and its economic and social impact on the lives of African Americans and truthfully, the price of wage labor for all workers in Georgia. Its limitations comprise of two factors: the need for additional researchers and having access to the records owned by Fulton County.

The Task Force needs assistance in having more researchers perform a report based on qualitative and quantitate data. In addition, researchers need access to Fulton County-owned documents that have been challenging to access.

An additional strength is having access to other archives and repositories in Atlanta and throughout Georgia, that can expand the study of slavery and its impact in Fulton County. We cannot ignore the talent of scholars belonging to the Atlanta University Center, Robert Woodruff Library (AUC), Georgia State University, Emory University Archives, Atlanta History Center and University of Georgia Archives who can further contribute to the study.

BUDGET RECOMMENDATION AND BUDGET JUSTIFICATION:

The Reparation Task Force recommends the Fulton County Board of Commissioners allow up to \$250,000 for administrative costs, hosting of community meetings to share research findings, performing a survey(s), and conducting two studies before making recommendations:

- empirical research supported by qualitative and quantitate data
- feasibility study

The Task Force is in preliminary conversations currently with the colleges and university belonging to the Atlanta University Center and other academic and research institutions throughout the metro-Atlanta area to assist in performing the empirical study and feasibility study.

3-5 Researchers:	up to \$ 110,000
Feasibility Study (RFP Required):	up to \$30,000
Public Meetings:	up to \$5,000
Administrative Fees	up to \$5,000

TIMELINE TO PERFORM STUDY BEFORE MAKING RECOMMENDATIONS

April 2023 - October 2024

The completion of the reports could end earlier than the period stated.

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Repositories

Archives and Special Collections
Emory University Archives
Fulton County Library System
Fulton County Vital Records
Georgia State Archives
Nineteenth Century Newspapers
Robert National Archives
Woodruff Library (AUC Archives)

Primary Sources:

Sanborn Maps
Atlanta City Directories
Fulton County Tax Digest Records
Fulton County Board of Commissioners Minutes
Fulton County Board of Health Minutes
Fulton County Deed Records and Indexes
Fulton County Wills and Probate Records
U.S. Census Records

Electronic Sources:

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APPENDIX A

1 **A RESOLUTION TO AMEND RESOLUTION NO. 21-0277 CREATING AND**
2 **ESTABLISHING THE FULTON COUNTY REPARATIONS TASK FORCE TO**
3 **MODIFY THE NUMBER OF APPOINTEES ALLOWED BY EACH MEMBER OF**
4 **THE FULTON COUNTY BOARD OF COMMISSIONERS AND TO DEFINE THE**
5 **QUORUM NEEDED FOR THE REPARATIONS TASK FORCE TO TRANSACT**
6 **BUSINESS; AND FOR OTHER PURPOSES.**

7
8 **WHEREAS**, on April 14, 2021, the Fulton County Board of Commissioners
9 approved a Resolution (Agenda Item #21-0277) creating and establishing the
10 Fulton County Reparations Task Force (the "Reparations Task Force") to
11 research and explore the feasibility of slavery reparations for Blacks/African-
12 Americans who live in Fulton County, Georgia; and

13 **WHEREAS**, the Reparations Task Force serves as an advisory body to
14 the County and charged to investigate and provide recommendations to the
15 Board of Commissioners regarding priorities, objectives, and policies which will
16 support the revitalization, preservation, and stabilization of the Black/African-
17 American population in Fulton County in the form of reparations; and

18 **WHEREAS**, under Resolution No. 21-0277, the Reparations Task Force
19 shall have the following members: "Each Commissioner shall appoint one (1)
20 member. Each member shall be a resident of Fulton County at the time of the
21 appointment; and

22 **WHEREAS**, the Board of Commissioners desires more participation in the
23 Reparations Task Force and believes that adding more members to the
24 Reparations Task Force would help facilitate productive discussions on various
25 viewpoints, augment its researching capabilities, to enhance that
26 recommendations that the Reparations Task Force will provide to the Board of
27 Commissioners; and

1 **WHEREAS**, Resolution No. 21-0277 creating the Reparations Task Force
2 is silent on what constitutes a quorum for the Reparations Task Force to transact
3 business; and

4 **WHEREAS**, the Board of Commissioners seeks to clarify what constitutes
5 a quorum for the Reparations Task Force to conduct business; and

6 **WHEREAS**, Fulton County Code of Laws ("FCC") § 1-117 give the Board
7 of Commissioners exclusive authority over the affairs of the County.

8 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of
9 Commissioners of Fulton County hereby amends Resolution No. 21-0277
10 establishing the Reparations Task Force to provide that each Commissioner shall
11 appoint two (2) members, for a total of 14 members.

12 **BE IT FURTHER RESOLVED**, that Resolution No. 21-0277 is further
13 amended to provide that a quorum for the purposes of the Reparations Task
14 Force transacting business shall be a majority of members duly appointed by
15 Commissioners without regard to any vacancies or non-appointments by any
16 Commissioner.

17 **BE IT FURTHER RESOLVED**, except for amending the membership and
18 quorum provisions of Resolution 21-0277 establishing the Reparations Task
19 Force, all other provisions of Resolution 21-0277 shall remain unchanged.

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

23 **SO PASSED AND ADOPTED**, this 3rd day of August, 2022.

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**FULTON COUNTY BOARD
OF COMMISSIONERS**

SPONSORED BY:

By: _____
Marvin S. Arrington, Jr., Esq.
Commissioner, District 5

ATTEST:

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

P:\CALegislation\BOC\Resolutions\2022 Resolutions\Arrington\8.3.22. Resolution Amending Reparations Task Force
Number of Appointees and Defining Quorum.Arrington.doc

APPENDIX B

FULTON COUNTY REPARATIONS TASK FORCE

Board Established by: County

Description:

At it's August 3, 2022 Regular Meeting (Item #22-0544) the Fulton County Board of Commissioners amended resolution #21-0277 creating and modify the number of appointees allowed by each member of the Fulton County Board of Commissioners and to define the quorum needed for the reparations task force to transact business and other purposes. Each Commissioner shall appoint two (2) members for a total of 14 members.

At it's April 14, 2021 Regular Meeting item #21-2021, the Fulton County Board of Commissioners created and established the Fulton County Reparations Task Force to research the feasibility of slavery reparations for Blacks/African-Americans who live in Fulton County Georgia and for other purposes.

Membership/Appointment:

The Reparations Task Force shall have the following members: Each Commissioner shall appoint one (2) members, for a total of 14 members. Each member shall be a resident of Fulton County at the time of the appointment. A member shall serve for a two year term and subject to removal by the appointing Commissioner for cause. No member's term shall exceed that of the appointing Commissioner, but shall remain as a voting member until replaced or reappointed by the successive Commissioner.

Term:

Two year terms. The Reparations Task Force shall sunset on December 31, 2025 unless continued by action of the Board of Commissioners.

Compensation: NONE

Stipend:

Meetings:

Contact(s): Fran Calhoun, Manager, Department of External Affairs
141 Pryor Street SW., 3rd Floor
Atlanta, GA 30303
404-612-2201

MEMBER	APPOINTMENT	TERM ENDING
1 Mr. Marcus Coleman	District 5 Nominated By: Commissioner Marvin S. Arrington	12/31/2023
2 The Honorable Khalid Kamau	District 6 Nominated By: Commissioner Khadijah Abdur-Rahman	12/31/2023
3 Dr. Karcheik Sims-Alvarado	District 4 Nominated By: Commissioner Natalie Hall	12/31/2023
4 Shanti Oleti Vissa	District 1 Nominated By: Commissioner Liz Hausmann	12/31/2023
5 Ms. Janay Wilborn	District 7 Nominated By: Chairman Robert L. Pitts	12/31/2023