

**FULTON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING**

March 1, 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**23-0142 Board of Commissioners**

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

23-0143 Board of Commissioners

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Michael Gidewon Remembrance Day." **(Arrington)**
February 14, 2023

Proclamation recognizing "Thomas W. Dortch, Jr. Remembrance Day."
(Arrington/Hall/Abdur-Rahman)
February 15, 2023

Proclamation recognizing "Atlanta DreamFest Artists Against Bullying Appreciation Day." **(Arrington)**
February 18, 2023

Proclamation recognizing "Terry Godfried Clark Remembrance Day." **(Arrington)**
February 21, 2023

Proclamation recognizing "Barbara Greene Arrington Remembrance Day."
(Arrington)
February 23, 2023

Proclamation recognizing "Belize Appreciation Day." **(Arrington)**
February 25, 2023

Proclamation recognizing "Bishop James H. Morton, Sr. Remembrance Day."
(Abdur-Rahman)
February 25, 2023

Proclamation recognizing "Reverend Dr. R.L. White Remembrance Day."
(Abdur-Rahman/Pitts/Ellis/Thorne/Barrett/Hall)
February 25, 2023

Commissioners' District Board Appointments**23-0144****Board of Commissioners****FULTON COUNTY CITIZENS COMMISSION ON THE ENVIRONMENT**

The Fulton County Citizens Commission on the Environment shall consist of citizens from throughout Fulton County to be appointed by the Members of the Board of Commissioners. There shall be fourteen (14) members to serve on the Commission. In making such appointments, the Fulton County Board of Commissioners shall ensure that the terms of appointment are staggered. Each District Commissioner shall appoint one Commission member to a four (4) year term. Each District Commissioner shall also appoint one Commission member to a two (2) year term to ensure staggered terms. After the expiration of each appointee's initial term, the regular term of office for such an appointee shall be four (4) years. No term of any member shall extend beyond the term of the District Commissioner who appointed the member to serve on the Fulton County Citizens Commission on the Environment; however, each member may continue to serve beyond his/her term until replaced. After the expiration of any appointee's initial term, the Commission may recommend to the Fulton County Board of Commissioners a list of eligible persons for consideration as appointees to the Commission. The Appointing member of the Fulton County Board of Commissioners may remove his/her appointee(s) to this Commission at any time and within the sole discretion of that individual of the Fulton County Board of Commissioners.

Commissioner Barrett has nominated Jean Jordan for a District appointment to a term ending December 31, 2024.

23-0145**Board of Commissioners****FULTON COUNTY REPARATIONS TASK FORCE**

The Reparations Task Force shall have the following members: Each Commissioner shall appoint two (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 = 2 Years

Commissioner Barrett has nominated Amanda Meng for a District appointment to a term ending December 31, 2025.

23-0146 **Board of Commissioners**
COMMISSION ON DISABILITY AFFAIRS

The Commission on Disability Affairs shall consist of a total of sixteen (16) members to serve staggered two (2) year terms and appointed as follows:

Each member of the Board of Commissioners shall appoint two (2) members; one of them said appointees shall have an initial term, of one (1) year; No term of any member shall extend beyond the term of the District Commissioner who appointed the member to serve on the Commission for Disability Affairs; The Commission on Disability Affairs shall appoint two (2) members, who receive the consent of the majority of the members of the Commission on Disability Affairs and one (1) of the appointees shall have an initial term of one (1) year.

The Commission on Disability Affairs appointees shall be made for the purpose of maintaining diversity.

Term = Staggered two (2) year terms

Commissioner Abdur-Rahman has nominated Vernitia Shannon for a District reappointment to a term ending December 31, 2024.

23-0147 **Board of Commissioners**
HOUSING AUTHORITY OF FULTON COUNTY

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

Term = 5 Years for BOC Appointees
1 Year for Resident Members

Term below expired: 7/13/2019
Stuart S. Canzeri **(Morris)**

Commissioner Commissioner Barrett has nominated Lauren Waits for a District appointment to a term ending July 13, 2024.

Open & Responsible Government

23-0148 **Real Estate and Asset Management**

Request approval to accept a name change and authorizing the Department of Purchasing & Contract Compliance to reflect the name change of EYP, Inc., to Page Southerland Page, Inc. Inc. Effective upon BOC approval.

Arts and Libraries**23-0149 Library**

Request approval to award a contract without competition - The Fulton County Library System, 23SSN0120B-EC, VOX Readalongs Books, in the amount not to exceed \$15,000.00 with Library Ideas, LLC to provide a read-along book selection with a permanent reader box, allowing the reader to also listen to the text, attached to the hard cover of the book copies. Effective upon BOC approval for a 12 month period.

Infrastructure and Economic Development**23-0150 Real Estate and Asset Management**

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, Georgia and Pulte Home Company, LLC for the purpose of granting conditional approval to allow a stormwater drainage improvement within the County's existing sanitary sewer easement for the Enclave at Parkway Village Project at 0 Thompson Road, Union City, Georgia 30213.

REGULAR MEETING AGENDA**23-0151 Board of Commissioners**

Adoption of the Regular Meeting Agenda.

23-0152 Clerk to the Commission

Ratification of Minutes.

Regular Meeting Minutes, February 1, 2023

Recess Meeting Post Agenda Minutes, February 15, 2023

23-0153 Board of Commissioners

Presentation of Proclamations and Certificates.

Proclamation recognizing “Developmental Disabilities Awareness Appreciation Month.” **(Ellis/Abdur-Rahman)**

Proclamation recognizing “North Fulton Chamber of Commerce Appreciation Day.” **(Ellis/Thorne/Hall)**

Proclamation recognizing “David Getachew-Smith Appreciation Day.” **(Hall)**

Proclamation recognizing “Barbara J. Koll Appreciation Day.” **(Hall)**

Proclamation recognizing “G. Maurice Swiney Appreciation Day.” **(Hall)**

Proclamation recognizing “National School Social Work Week.” **(Arrington)**

Proclamation recognizing “President Jimmy Carter Appreciation Day.” **(Abdur-Rahman)**

Proclamation recognizing “Women’s History Month.” **(Abdur-Rahman)**

Proclamation recognizing “Tawanna Williams Appreciation Day.” **(Abdur-Rahman)**

PUBLIC HEARINGS**23-0154 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 ACTION ITEMS**Open & Responsible Government****23-0155 External Affairs**

Presentation of 2023 Legislative Session Update.

23-0156 External Affairs

Presentation of Federal Legislative Update.

23-0088 Registration & Elections

Request approval of a statewide contract - Registration & Elections, SWC99999-001- SPD0000136, Temporary Staffing - Clerical & Light Industrial in an amount not to exceed \$304,619.52 with Dover Staffing, Inc. (Smyrna, GA) to provide temporary staffing services to assist in preparation for the move to the new warehouse location at 5600 Campbellton Road, SW, Atlanta, Georgia 30331. Effective upon BOC approval. **(HELD ON 2/1/23 AND 2/15/23)**

23-0157 Real Estate and Asset Management

Request approval of a recommended proposal - Department of Real Estate and Asset Management, 22RFP136813K-DB, Design/Build Services for the Replacement and/or Refurbishment of Air Handling Units and the Replacement of Associated Fans and Ducts Heaters - Phase III Fulton County Justice Center, in the amount not to exceed \$4,845,528.00 with Mallory & Evans Service Company, Inc. (Scottdale, GA), to provide complete design and construction of the Replacement and/or Refurbishment of Air Handling Units and the Replacement of Associated Fans and Duct Heaters - Phase III for the Fulton County Justice Center located at 185 Central Avenue SW, Atlanta, Georgia 30303. Effective upon issuance of Notice to Proceed for a period of 545 calendar days or until contract completion as determined by the County.

23-0158 Human Resources Management

Request approval of the proposed plan design to extend a childcare/elder care benefit to eligible employees as part of Fulton County's benefits package.

23-0159 Human Resources Management

Request approval to modify the classification section of the Classification and Compensation plan by adding the new titles of Contracts Administrator (grade 23), Purchasing Card Program Administrator (grade 21), and Emergency Management Sergeant (grade 17).

Health and Human Services**23-0160 County Manager**

Request approval of a Resolution of the Fulton County Board of Commissioners to approve a modification of the Fulton County Board Of Health's Fees For Environmental Health Services to address changes in law regarding mobile foods services establishments with active permits from other jurisdictions operating within Fulton County; to provide for the collection by the Fulton County Board of Health of an administrative fee in Fulton County; and for other purposes. Effective 30 days from BOC approval.

23-0161 Senior Services

Request approval to increase the spending authority - Department of Senior Services, 21ITB000028ACJC, Indigent Burial in the amount of \$21,675.00 with Mutual Meadows Inc. (Peachtree Corners, GA), in order to close out invoices for FY2022 for indigent burial services. Effective upon BOC approval.

23-0162 Public Works

Request approval of the lowest responsible bidder - Public Works Department, 22ITB1366384K-JAJ, Sanitary Sewer Extension on Manning Drive, Pinetree Circle, & Cold Creek Drive in an amount not to exceed \$3,269,450.00 with Site Engineering, Inc., (Doraville, GA) to provide construction services for the installation of sanitary sewer within the City of Alpharetta. Effective upon execution of contract for three hundred 300 calendar days upon issuance of the Notice to Proceed.

23-0163 Public Works

Request approval of an Intergovernmental Agreement (IGA) between Fulton County and the City of Milton, GA for water main relocations associated with the intersection improvement at Hopewell Road and Bethany Bend in the City of Milton, GA, in an estimated amount of \$503,585.00.

23-0164 Public Works

Request approval of an Intergovernmental Agreement (IGA) between Fulton County and the City of Alpharetta, GA for water main relocations associated with the Webb Bridge Road Roadway Improvements between East of North Point Parkway to Big Creek Greenway in the City of Alpharetta, GA, in an estimated amount of \$333,925.00.

Justice and Safety**23-0165 District Attorney**

Request approval of the 2023 Equitable Sharing Agreement and Certification with the U.S. Department of Justice for the Fulton County District Attorney's Office, establishing the requirements for participation in the Federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, or proceeds.

COMMISSIONERS' ACTION ITEMS**23-0166 Board of Commissioners**

Request approval of an Ordinance to amend Chapter 38 (Human Relations) of the Fulton County Code of Ordinances to implement the Fulton County Crown Act; and for other purposes. **(Hall)**

23-0167 Board of Commissioners

Request approval of a Resolution by the Fulton County Board of Commissioners urging the Georgia General Assembly to enact Senate Bill 82, commonly known as "The Crown Act"; urging the municipalities within Fulton County, Georgia to adopt similar legislation if no such legislation currently exists in their jurisdiction; and for other purposes. **(Hall)**

23-0168 Board of Commissioners

Request approval of a Resolution by the Fulton County Board of Commissioners repealing Resolution 22-0995 and re-affirming Fulton County's participation in the Eastside TAD as previously authorized by Resolution 03-1465; and for other purposes. **(Hall/Barrett)**

Commissioners' Full Board Appointments**23-0137 Board of Commissioners**

BOARD OF ETHICS (HELD ON 2/15/23)

Each member selected after the initial terms of office have expired shall serve a term of three (3) years or until the termination of his or her membership in the organization from which he or she was selected. The chair shall serve as chair for the remainder of the calendar year and until a successor is chosen. (See Fulton County Code of Laws, Section 2-80).

Term = 3 years

Terms below expire: 2/12/2023

Benjamin E. Fox **(Atlanta Bar Association/BOC)**

Daraka Satcher **(Gate City Bar Association/BOC)**

The Gate City Bar Association has recommended Daraka Satcher for a Full Board reappointment to a term ending February 12, 2026.

23-0138 Board of Commissioners

SOUTH FULTON COMMUNITY IMPROVEMENT DISTRICT BOARD (HELD ON 2/15/23)

Term = 2 years/Except the appointed members serve at the pleasure of the governing body which appointed them.

Kent Mason **(BOC-1/Abdur-Rahman)**

Jim Sams **(BOC-2/Abdur-Rahman)**

Commissioner Abdur-Rahman has nominated Reverend Tonjie Clark to replace Jim Sams for a Full Board appointment.

23-0169 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

Don May (**Position 8/Employee**)

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

Chairman Pitts has nominated Commissioner Hall for a Full Board reappointment to a term ending December 31, 2023.

COUNTY MANAGER'S PRESENTATION AND DISCUSSION ITEMS**Justice and Safety****23-0170 County Manager**

Discussion: Jail Feasibility Update

COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS**23-0097 Board of Commissioners**

Discussion: Ordinance to amend Chapter 2 (Administration), Article III (Finance), Division 2 (Budget) of the Fulton County Code of Ordinances to modify Code Section 2-261 to require the County Manager to present the budget requests for the next fiscal year to the Board of Commissioners no later than sixty (60) days before the millage rate is set; and for other purposes. (**Arrington**) (**HELD ON 2/1/23 AND 2/15/23**)

EXECUTIVE SESSION**23-0171 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.: 23-0143

Meeting Date: 3/1/2023

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

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Michael Gidewon Remembrance Day." **(Arrington)**
February 14, 2023

Proclamation recognizing "Thomas W. Dortch, Jr. Remembrance Day."
(Arrington/Hall/Abdur-Rahman)
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(Abdur-Rahman/Pitts/Ellis/Thorne/Barrett/Hall)
February 25, 2023



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0148

Meeting Date: 3/1/2023

Department

Real Estate and Asset Management

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

Request approval to accept a name change and authorizing the Department of Purchasing & Contract Compliance to reflect the name change of EYP, Inc., to Page Southerland Page, Inc. Inc. Effective upon BOC approval.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background Request approval to allow the Department of Real Estate and Asset Management and Department of Purchasing & Contract Compliance to reflect assumption and assignment of contract and name change.

Scope of Work: In order to be in compliance with the Fulton County Government policies and contract agreement terms and conditions of the contract, the name change and Consent to the Assignment and Assumption of the Contract and any Purchase Order(s) from EYP, Inc. to Page Southerland Page, Inc., must be approved by the Fulton County Board of Commissioners.

All documents pertinent to the Consent to Assignment and Assumption of the Contract and name change are attached as Exhibits(s).

- Exhibit 1: Consent to Assignment and Assumption of Contract

Contract Agreement:

1. RFP #11RFP78733K-NH, Wayfinding Design Services for Library Capital Improvement

Community Impact: This request is related to the renovation of libraries in communities throughout the County. The successful and timely renovation of each library will impact communities Countywide.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval to reflect the consent to assumption and assignment and the name change of EYP, Inc. to Page Southerland Page, Inc.

Project Implications: Reflect the correct name change on the existing contracts and purchase/delivery orders going forward.

Community Issues/Concerns: None of which the of Department Real Estate and Asset Management or Purchasing is aware.

Department Issues/Concerns: If this Consent to Assignment and Assumption of Contract and name change is not approved, the vendor, Page Southerland Page, (formally EYP, Inc.) will not be able to complete the Wayfinding Services for Phase II of the Library Capital Improvement Program.

Contract Modification Non-Applicable

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

Contract Value: \$Name Change

Prime Vendor: Page Southerland Page, Inc.

Prime Status: N/A

Location: Atlanta, GA

County: Fulton County

Prime Value: \$Name Change

Total Contract Value: \$Name Change

Total Certified Value: \$Name Change

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

Exhibit 1: Assignment and Assumption of Contract

Exhibit 2: Taxpayer Identification Number (TIN) W-9

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: Non-Applicable

Previous Adjustments: Non-Applicable

This Request: Non-Applicable

TOTAL: Non-Applicable

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:

Non-Applicable

Key Contract Terms	
Start Date: Effective Upon BOC Approval	End Date: N/A

Agenda Item No.: 23-0148

Meeting Date: 3/1/2023

Cost Adjustment:	Renewal/Extension Terms:
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Overall Contractor Performance Rating: N/A

Would you select/recommend this vendor again?

Choose an item.

Report Period Start:
N/A

Report Period End:
N/A

**CONSENT TO ASSIGNMENT AND ASSUMPTION
OF CONTRACT (#11RFP78733K-NH)**

THIS CONSENT TO ASSIGNMENT AND ASSUMPTION OF CONTRACT (#11RFP78733K-NH) (hereinafter, “Agreement”) is entered into as of the _____ day of February 2023, between **EYP, Inc.**, a Massachusetts corporation ("EYP"), and **Page Southerland Page, Inc.**, a Texas corporation (“Page”), and **Fulton County, Georgia**, a political subdivision of the State of Georgia (hereinafter referred to as “the County”).

WHEREAS, October 5, 2011, as Agenda Item # 11-0901, the County, through its Board of Commissioners, approved a contract with Stanley Beaman & Sears, Inc., predecessor in interest to EYP, (“Contract”), to provide professional wayfinding services for the Atlanta-Fulton Library system; and

WHEREAS, August 15, 2018, as Agenda Item # 18-0547, the County, through its Board of Commissioners, approved a name change and authorized the County’s Department of Purchasing & Contract Compliance to reflect the name change of Stanley Beaman & Sears, Inc. to EYP, Inc. and no further changes were made to the Contract; and

WHEREAS, pursuant to Article 29 (Assignability) of the Contract, EYP is prohibited from assigning the Contract without the express written consent of the County; and

WHEREAS, EYP has notified the County that on or about June 22, 2022, it closed an Asset Purchase Agreement with Page, pursuant to which Page will purchase substantially all of EYP’s assets as part of a Chapter 11 Bankruptcy proceeding, *In re: EYP Group Holdings, Inc. et al*, pending in the United States Bankruptcy Court for the District of Delaware, as Case No. 22-01367 (MFW); and

WHEREAS, EYP and Page have requested that the County consent to this assignment of the Contract from EYP to Page and the County is agreeable to the same; and

WHEREAS, effective as of the County granting its consent by execution of this document, EYP will assign to Page all rights and responsibilities relating to the Contract, including, without limitation, the Contract, approved by the County on October 5, 2011, as amended, between Fulton County and Stanley Beaman & Sears, Inc., together with any amendments, addendums, purchase orders, and all other documents incorporated into the heretofore described Contract; and

WHEREAS, upon the assignment, as approved by the Parties, Page will assume the duties, obligations, responsibilities, rights and remedies of EYP under the Contract.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. Subject to EYP and Page providing proof of the Closing and the Transaction to the County, and subject to the terms, conditions and limitations set forth in the Contract, the County hereby:

(a) consents to the assignment of the Contract in connection with the Transaction to EYP and Page, and confirms that:

(i) the Contract is, upon the date of execution of this Agreement, in full force and effect, and

(ii) upon the date of execution of this Agreement, there is no breach or default under the Contract that is attributable to EYP, and

(iii) no additional consents are required in connection with the assignment of the Contract in connection with the Transaction, and

(b) agrees that EYP, to the extent EYP is not in default of the terms, conditions and obligations of the Contract at the time of execution of this Agreement, is released from any further obligation under the Contract, and

(c) agrees to consent to the assignment and assumption of the Contract in its entirety to Page.

2. Acceptance and Assumption. **Page Southerland Page, Inc.**, subject to the terms, conditions and limitations set forth in Contract, and execution of all documents required by the County, hereby irrevocably agrees to and accepts the assignment and assumption of the Contract.

3. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon **Page Southerland Page, Inc.**, and any future assignment of the Contract must abide by the conditions set forth in Article 29 (Assignability) of the Contract.

4. Governing Law. This assignment and assumption of the Contract and any dispute arising under this Agreement shall be governed by, construed in accordance with and enforced under the laws of the State of Georgia, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

5. Conflicts. The parties agree that the sole purpose of this Agreement is to evidence the assignment and the assumption of the Contract. This Agreement shall not be interpreted or otherwise construed, to, and does not, alter, increase, or diminish in any respects the parties' rights, obligations and liabilities set forth in the Contract. This Agreement is made without any representation or warranty, express or implied, by any party. In the event of any conflict between the terms and conditions of this Agreement and the Contract, the terms and conditions of the contract shall govern.

6. Amendments and Waivers. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by each of the parties. All waivers of rights under this Agreement shall be in writing, and no waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty, covenant or agreement hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

7. Severability of Provisions. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced as a result of any rule of law or public policy, all other terms and other provisions of this Agreement shall nevertheless remain in full force and effect.

8. Further Assurances. Each party hereby agrees to take any and all additional actions and to execute, acknowledge, and deliver any and all documents, in each case which each party may reasonably request in order to carry out the provisions and purposes of this Agreement.

9. No Third Party Beneficiaries. This Assignment shall not confer any rights or remedies upon any person or entity other than to the parties and their respective successors and permitted assigns.

10. Notices. The provisions of Article 34 of the Contract shall apply to this Agreement.

11. Execution. Each party has caused this acknowledgement to be executed by its authorized representative.

[Continued on Following Page]

So agreed, this _____ day of November, 2022.

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Commission Chair
Board of Commissioners

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

APPROVED AS TO CONTENT:

Joseph Davis, Director
Department of Real Estate and Asset
Management

ASSIGNOR CONTRACTOR:

EYP, INC.

[Insert Name & Title of person
authorized to sign contract]

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ASSIGNEE CONTRACTOR:

Page Southerland Page, Inc.

[Insert Name & Title of person
authorized to sign contract]

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Page Southerland Page Inc.

2 Business name/disregarded entity name, if different from above

dba Page Southerland Page AE, Inc.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1100 Louisiana, Suite One

6 City, state, and ZIP code

Houston, Texas 77002

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

4	6	-	4	2	5	8	0	4	6
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Jana Muck, Controller

Date ►

1/14/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0149

Meeting Date: 3/1/2023

Department

Library

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

Request approval to award a contract without competition - The Fulton County Library System, 23SSN0120B-EC, VOX Readalongs Books, in the amount not to exceed \$15,000.00 with Library Ideas, LLC to provide a read-along book selection with a permanent reader box, allowing the reader to also listen to the text, attached to the hard cover of the book copies. Effective upon BOC approval for a 12 month period.

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

In accordance with Purchasing Code Section 102-384, after conducting a good faith review, and the Purchasing Department has determined there is only one source available for the required supply, service, or construction item, the request shall be forwarded to the Board of Commissioners for approval.

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

Arts and Libraries

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background The library system recommends approval of Vox books. Read-a-long books assist with reading in rhythm. Having a read-along option that only has one component extends the life of the product thus increasing usage. This action will give citizens a read-along option which contains only one singular item versus two which prevents products from becoming unusable when considering its intended purpose. The Library system purchased several copies last year and it was well received by Library patrons. Due to a higher demand for the product, the Library system

elects to purchase additional copies.

Scope of Work: The County is seeking to purchase Vox read-alongs books with an audio reading attachment on the inside of the book. Read-alongs from Vox allows children to listen to story while following along with the book. Vox version of read-along books are differentiated from other readers due to its unique design. Many newer computers do not have CD capabilities. CDs are used for the majority of read-alongs. Vox books feature a hardcover book with a reader box permanently attached to the book. This eliminates the hassle of lost and scratched CDs extending the life of the product. Approving this item will give patrons a product with a longer lifespan and would benefit beginning and struggling readers.

Community Impact: Citizens of Fulton County will continue using the current versions of read-a-long books.

Department Recommendation: Approval for Sole Source of recommended vendor.

Project Implications: There are no project implications.

Community Issues/Concerns: There are no community issues or concerns.

Department Issues/Concerns: There are no community issues or concerns.

Contract Modification: This is a new procurement

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: Sole Source Justification Form

Exhibit 2: Sole Source Verification Letter

Exhibit 3: Contractor Performance Report

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

Jamar Parker, Financial Systems Manager, Library System 404-771-7578

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$15,000.00
TOTAL: \$15,000.00

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:**

100-650-6565-1312: General Fund - Library - Library-Public Service Operations- Books-Library

Key Contract Terms	
Start Date: Upon Approval	End Date: 12 months
Cost Adjustment:	Renewal/Extension Terms: No Renewals

Overall Contractor Performance Rating: 4.0

Would you select/recommend this vendor again?

Yes

Report Period Start: 6/22/2022
Report Period End: 12/31/2022



JUSTIFICATION AND APPROVAL FOR ALLOWING AWARD OF CONTRACT WITHOUT COMPETITION

SECTION A

Department: *Library*

Department Contact: *Jamar Parker, 404-771-7578*

Description of Supplies/Services: *VOX readalongs. VOX readalongs are children's books with an audio reading attached to the inside of the book.*

Demonstration of Contractor's Unique Qualifications:

Readalongs allow children to listen to a story while following along the book. Library Ideas has been selling VOX books to libraries and schools since 2015. They are the only provider of readalongs that feature a hardcover book with a reader box permanently attached to the book. In the past, we were able to purchase readalongs from our primary book vendor. While they do still have readalongs we can purchase, their version is a paperback book with a CD in a separate case. The CD would frequently get separated from the book or get scratched, making the readalong unusable. Now that CD players are no longer in new cars or computers, many of our patrons don't have a way to listen to readalongs with CDs. The demand for readalongs is still there, particularly for beginning readers who find it helpful to hear the words and see them on the page at the same time. If this isn't approved, we're unable to offer a product that our patrons are requesting and that would benefit beginning and struggling readers.

SECTION B **MARKET SURVEY**

Results of Market Survey

Advertised on BidNet Website

Date Public Notice posted on website: *1/20/23*

Date Public Notice closed: *1/26/23*

REVIEW OF OFFER(S)

Were any offers received (Y/N): *No*

Number of offers received: *0*

Respondents: *0*

Date Offers submitted to User Department for review: *N/A*

User Department review and recommendation: *Fulton County Library System*

recommends approval of sole source vendor Library Ideas LLC.

Purchasing Agent review and recommendation: After review and consideration of all available information related to the requirement and criteria of the sole source advertisement #23SSN0120B-EC as titled Vox Readalong Books - Single Attachment, the Department of Purchasing and Contract Compliance recommends proceeding with BOC approval request to award a contract without competition.

CERTIFICATION

Having conducted a good faith review of source availability regarding the materials, goods and or services stipulated herein, subsequent to consultation with the County Manager and the recommendation of the User Department, it has been determined that there is only one source available for the required work, labor or service to be done or the supplies, materials, or equipment to be furnished, per the Fulton County Code of Ordinances §102-384, Award without competition.

I, Felicia Strong-Whitaker, Chief Purchasing Agent, certify that the facts and representations under my cognizance which are included in this justification and its supporting documentation which form the basis for this justification are complete and accurate.

DocuSigned by:

Felicia Strong-Whitaker

01/30/2023

E4F13A8BBB2D4A2...

Felicia Strong-Whitaker

Chief Purchasing Agent

Date

I, Dick Anderson, County Manager, certify that the facts and representations under my cognizance which are included in this justification and its supporting documentation which form the basis for this justification are complete and accurate.

DocuSigned by:

Dick Anderson

01/30/2023

4A8C2C24B87A45E...

County Manager

Date



library ideas

P.O. BOX 9

VIENNA VA 22183

LIBRARYIDEAS.COM

January 4, 2023

To Whom it May Concern,

VOX™ Books is a copyrighted product, wholly owned, and exclusively marketed by Library Ideas, LLC. All the content is exclusive to Library Ideas, in the all-in-one format, except for WHAT THE DINOSAURS DID LAST NIGHT and WHAT THE DINOSAURS DID AT SCHOOL.

Library Ideas, LLC is the sole source for VOX™ Books worldwide.

Please let us know if you have any further questions.

Sincerely,

Dina Matranga

Director of Business Operations

Library Ideas, LLC

Fairfax, Virginia USA



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT

PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
06/16/2022	12/31/2022	06/06/2022	12/31/2022
Purchaser Order Number		Purchase Order Date	
PO 650 22EF134698B		06/16/2022	
Department			
Library			
Bid Number		Service Commodity	
		Read along Books by Vox	
Contractor			
Library Ideas			
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	The vendor provided a quality product in a sufficient time frame. Personnel is highly qualified and knowledgeable about their goods and services.	
<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	Books are delivered on time and with the correct number of quantities.	
<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	This vendor has been very responsive to all inquiries. All issues were resolved within a reasonable amount of time.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
<input type="radio"/>	0	The Library system is satisfied with the titles provided in the desired quantities.
<input type="radio"/>	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	Vendor's personnel provides excellent professional services.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	4.00	Date	02/08/2023
Would you select/recommend this vendor again?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Rating completed by:	Jamar Parker		
Department Head Name:	DocuSigned by: _____		
Department Head Signature	<i>Gayle Holloman</i>	02/08/2023	

94183FCA11D54AB...

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

Submit

Print

Save



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0150

Meeting Date: 3/1/2023

Department

Real Estate and Asset Management

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

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, Georgia and Pulte Home Company, LLC for the purpose of granting conditional approval to allow a stormwater drainage improvement within the County's existing sanitary sewer easement for the Enclave at Parkway Village Project at 0 Thompson Road, Union City, Georgia 30213.

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

Fulton County is authorized to grant an encroachment on its sewer easement pursuant to Fulton County Code, Subpart B-Code of Resolutions - Appendix A - Subdivision Regulations, Article IX (Required Improvements), Section 9.5.5(c), which provides, in part, that "[n]o retaining wall, building, pole, sign or other vertical structure shall be constructed in sanitary and storm sewer easements, including vehicular access easements around structures, without approval from the Director [of Public Works]."

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: Pulte Home Company, LLC, the owner of the real property located at 0 Thompson Road, Union City, Georgia has requested the conditional approval of the Fulton County Board of Commissioners to allow a stormwater drainage improvement within the County's existing sewer easement onsite.

In accordance with County Policy and the Statue of Frauds, all amendments and edits to contractual agreements involving the County are required to be in writing and approved by the Fulton County Board of Commissioners. At the request of the fee simple property owner, Pulte Home Company, LLC, the Fulton County Department of Real Estate and Asset Management and the Fulton County Department of Public Works request approval to amend the terms of the County's sewer easement for this location.

The Department of Public works has completed an onsite assessment of the encroachment area of approximately 80 square feet and confirmed the County's sewer system will not be adversely impacted and can continue to be properly maintained if this encroachment is granted.

The purpose of the Indemnification Agreement is to affirm the terms of Fulton County's conditional approval of the encroachment of private improvements within the County' sewer easement area at 0 Thompson Road, Union City, Georgia

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

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

Project Implications: No negative impacts to the sanitary sewer service or access to the sanitary sewer line will result by allowing the renovated porch to remain within the County's sewer easement.

Community Issues/Concerns: None.

Department Issues/Concerns: None.

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

Cross Reference

Plat Book _____, Page _____
Deed Book _____, Page _____

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this 10th day of August 2022, between Pulte Home Company, LLC as citizen within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor (hereinafter, as "Owner"), and FULTON COUNTY, a political subdivision of the State of Georgia (hereinafter, "the County").

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

1.

Owner warrants that he is the full and true owner and has clear title to that certain property known as Enclave at Parkway Village (enter address), and as more fully described in that certain conveyance recorded in Deed Book 63059, Page 323 of Fulton County, Georgia records, on which Owner desires to install certain private improvements (the "Private Improvements") as more fully described in Exhibit "A", attached hereto and incorporated herein by reference

2.

Previously, Fulton County was granted a sanitary sewer easement, as referenced in and recorded at Plat Book/Deed Book (circle one) _____, Page _____ of Fulton County, Georgia records, and hereby grants Owner, a License to enter within a portion of its sanitary sewer easement to construct, repair and replace, from time to time as may be needed certain private improvements at his sole cost and responsibility private improvements as same are more fully described in Exhibit "A".

3.

With respect to this License, Owner shall install and construct the Private Improvements in a good and workmanlike manner and in compliance with all state, local, and Fulton County laws and regulations, including but not limited to, all current state, local and Fulton County laws and regulations governing soil erosion and sedimentation control. Owner will at all times adhere to best management

practice procedures to protect the environment in connection with the construction, repair and/or maintenance of the Private Improvements.

4.

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

5.

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

6.

Fulton County personnel and /or agents shall have free access to and across the Private Improvements to perform routine maintenance and any emergency repairs to the existing public improvements.

7.

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

8.

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

9.

Owner hereby agrees to indemnify Fulton County and hold Fulton County harmless from any and all damages which Fulton County may suffer and from any and all liability, claims, penalties, forfeitures, suits, and costs and expenses incident to the granting of the License and this Agreement (including cost of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws, regulations, or orders caused in whole or in

part by the negligent act, negligent omission or willful misconduct of Owner, his employees, subcontractors, or assigns in the performance of this License or Agreement.

10.

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

11.

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

12.

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

13.

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

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

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

OWNER: __Pulte Home Company LLC

RE Land Lot(s) 118, District 9th

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

Signatures: _____

Jason Garrett, VP Land Development

Signed, sealed and delivered in

the presence of:

Helf Chap
Unofficial Witness

Owner: Pulte Home Company LLC
Address: 2475 Northwinds Pkwy #600

Alpharetta, Georgia 30009

PULTE HOME
COMPANY, LLC
CORPORATE SEAL
MICHIGAN

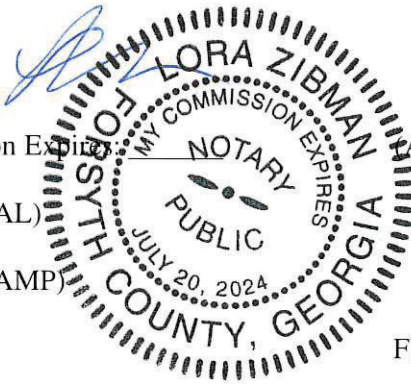
Notary Public

My Commission Expires

(NOTARY SEAL)

(NOTARY STAMP)

Attest:



Authorized Party to Bind Said Entity)

FULTON COUNTY, GEORGIA

By: _____

Clerk of the Commission

Chairman, Board of Commissioners

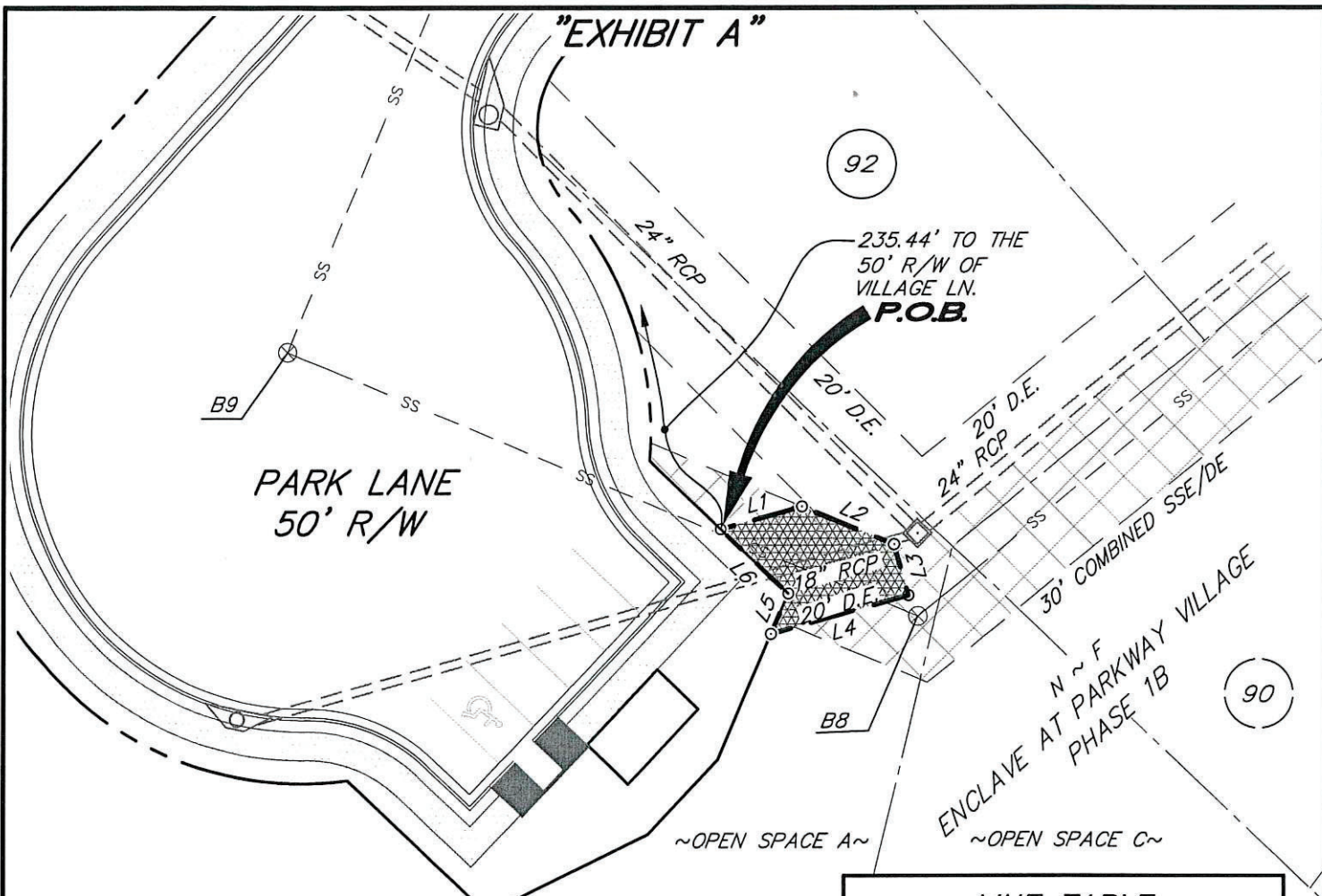
APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

David E. Clark, Director
Department of Public Works

County Attorney

"EXHIBIT A"



9-16-2022



SCALE IN FEET

STORM WATER ENCROACHMENT AREA
0.009 Acres
401±

LF

9/23/2022

LINE TABLE

LINE #	BEARING	CHORD
L1	N74°19'00"E	14.82'
L2	S67°22'33"E	17.34'
L3	S15°41'00"E	9.25'
L4	S74°19'00"W	24.87'
L5	N23°05'07"E	7.66'
L6	N46°27'54"W	16.32'

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www.gscsurvey.com LSF# 789

Lawrenceville Office
558 Old Norcross Rd Ste. 204
Lawrenceville, GA 30046
Phone: (770) 299-1005

Marietta Office
1266 Powder Springs Rd
Marietta, GA 30064
Phone: (770) 424-7168

Canton Office
147 Reinhardt College Pkwy
Ste. 3 Canton, GA 30114
Phone: (770) 479-9698

STORMWATER ENCROACHMENT EXHIBIT FOR:

ENCLAVE AT PARKWAY VILLAGE
"PHASE 1A"

LOCATED IN L.L. 118
9th DISTRICT, SECTION F
UNION CITY,
FULTON COUNTY, GA.

PG 1 OF

FIELD DATE: 9/20/2021
 OFFICE DATE: 8/23/2022
 SCALE: 1"=30'

DRAWN BY: JIC
 CHECKED BY: CRC
 FILE: P: \Pulte

**STORM WATER ENCROACHMENT DESCRIPTION FOR
ENCLAVE AT PARKWAY VILLAGE - PHASE 1A**

All that easement area being in Land Lot 118 of the 9th District, Section F, Union City, Fulton County, Georgia, and being more particularly described as follows:

COMMENCING at the southwesterly intersection of the westerly right of way of Village Lane (50'R/W) and southerly right of way of Park Lane (50'R/W);

Thence along the southerly right of way of Park Lane (50'R/W) 235.44 feet to a point, said point being the TRUE POINT OF BEGINNING;

Thence from said TRUE POINT OF BEGINNING the following courses and distances:

Thence departing said southerly right of way North 74 Degrees 19 Minutes 00 Seconds East a distance of 14.82 feet to a point;

Thence South 67 Degrees 22 Minutes 33 Seconds East a distance of 17.34 feet to a point;

Thence South 15 Degrees 41 Minutes 00 Seconds East a distance of 9.25 feet to a point;

Thence South 74 Degrees 19 Minutes 00 Seconds West a distance of 24.87 feet to a point on the southerly right of way of Park Lane;

Thence along said southerly right of way North 23 Degrees 05 Minutes 07 Seconds East a distance of 7.66 feet to a point;

Thence continuing along said southerly right of way North 46 Degrees 27 Minutes 54 Seconds West a distance of 16.32 feet to a point, which is the TRUE POINT OF BEGINNING.

Said Right of Way having an area of 0.009 acres (401square feet), more or less.



LF

9/23/2022

9-16-2022

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www.gscsurvey.com LSF# 789

<u>Lawrenceville Office</u> 558 Old Norcross Rd Ste. 204 Lawrenceville, GA 30046 Phone: (770) 299-1005	<u>Marietta Office</u> 1266 Powder Springs Rd Marietta, GA 30064 Phone: (770) 424-7168	<u>Canton Office</u> 147 Reinhardt College Pkwy Ste. 3 Canton, GA 30114 Phone: (770) 479-9698
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FIELD DATE: 9/20/2021	DRAWN BY: JIC
OFFICE DATE: 8/23/2022	CHECKED BY: CRC
SCALE: N/A	FILE: P: \Pulte

STORM WATER ENCROACHMENT
DESCRIPTION FOR:

ENCLAVE AT PARKWAY VILLAGE
"PHASE 1A"

LOCATED IN L.L. 118
9th DISTRICT, SECTION F
UNION CITY,
FULTON COUNTY, GA.

PG 2 OF



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0153

Meeting Date: 3/1/2023

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

Presentation of Proclamations and Certificates.

Proclamation recognizing “Developmental Disabilities Awareness Appreciation Month.”
(Ellis/Abdur-Rahman)

Proclamation recognizing “North Fulton Chamber of Commerce Appreciation Day.”
(Ellis/Thorne/Hall)

Proclamation recognizing “David Getachew-Smith Appreciation Day.” **(Hall)**

Proclamation recognizing “Barbara J. Koll Appreciation Day.” **(Hall)**

Proclamation recognizing “G. Maurice Swiney Appreciation Day.” **(Hall)**

Proclamation recognizing “National School Social Work Week.” **(Arrington)**

Proclamation recognizing “President Jimmy Carter Appreciation Day.” **(Abdur-Rahman)**

Proclamation recognizing “Women’s History Month.” **(Abdur-Rahman)**

Proclamation recognizing “Tawanna Williams Appreciation Day.” **(Abdur-Rahman)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0155

Meeting Date: 3/1/2023

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.: 23-0155

Meeting Date: 3/1/2023

Department Issues/Concerns:



**FULTON
COUNTY**

**Fulton County Board of Commissioners
March 1, 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

MARTA Board Appointment Parity



**2023
State Legislative
Agenda**

Legislative Session Overview

- Legislative Day 28, also known as Crossover Day, is scheduled for Monday, March 6. Crossover Day is the deadline for a bill to pass out of either of the legislative chambers. If it fails to do so, the bill can no longer be considered in the current session.

Fulton Legislative Delegation Overview

- Delegation members and County representatives participated in Fulton County Day at the Capitol on Thursday, February 16.
- The next Joint meeting will be on Thursday, March 2 at 4 p.m.
Location TBD

Primary Policy Priority: BHCC Funding

- Governor Kemp's Fiscal Year 2024 Budget includes \$5,688,919 to operate a Behavioral Health Crisis Center (BHCC) with a 15-bed crisis stabilization unit and 18 observation chairs for adults within Fulton County. *This does not reflect full funding for this project.*
- Fulton County respectfully asks support for DBHDD's full request for a Behavioral Health Crisis Center that includes a 24 bed Crisis Stabilization Unit with 16 observation chairs with enhanced entry ("the Living Room Model"), with annual funding of \$13.3 million per year. At minimum, we request \$6,651,470 for Fiscal Year 2024, representing half-year funding for the DBHDD model, reflecting the facility's opening date of January 2024.

Other Fulton County Priorities

- Rep. Roger Bruce (61st) is sponsoring a bill related to the Equal Access to Judicial Retirement Benefits priority, which will repeal a restriction that disallows Fulton County State Court Judges from accruing benefits on the County only portion of their salary. Because this bill is a retirement measure, it is being reviewed by the Office of the State Auditor as is required of all retirement bills.
- Rep. Bruce is also sponsoring a secondary priority to allow the Fulton County Probate Court to collect a \$5 technology fee. The required public notice for this local bill has been published.
- Sen. Sonya Halpern (39th) is sponsoring a bill related to the Senior Homestead Exemption Simplification priority which will eliminate the need for lowest income seniors over the age of 65 to renew their homestead exemption every two years.
- House Juvenile Justice Chairwoman Rep. Mandi Ballinger (23rd) has agreed to advance the Georgia Code amendments requested by the Fulton County Child Attorney's Office to codify legal representation for minors in legitimation, dependency and termination cases.
- We have communicated the Board of Commissioners' position regarding [HB 30](#) and [SB 19](#).
- The Fulton County legislative team continues to finalize sponsorship and broad support for bills related to the remaining priorities: Equitable Property Tax Appeals Process

BOC Policy Position: **SUPPORT**

Bill #/Author	Description	Status
<u>HB 30</u> State government; definition of antisemitism; provide Rep. John Carson (46th)	This bill provides a definition of antisemitism for purposes of state law. The bill uses the definition adopted on May 26, 2016 by the International Holocaust Remembrance Alliance (IHRA), which defines antisemitism as the harassment of a person of actual or perceived Jewish origin, ancestry, ethnicity, or faith. The bill includes the examples of antisemitism set forth by the IHRA. State departments and agencies shall consider antisemitism as evidence of discriminatory intent for any law that prohibits discrimination or under any hate crimes provision. The bill does not diminish any rights protected under the First Amendment.	

State and Local Government

Bill #/Author	Description	Status
HB 281 Require local government report audits of discretionary funds to General Assembly Rep. Mesha Mainor (56th)	This bill requires county constitutional officers to annually disclose audits of their discretionary funds to the Georgia General Assembly.	
SB 19 Prohibit Collection of passport application and processing fees by clerks of superior courts and probate court judges Sen. Kay Kirkpatrick (32nd)	This bill prohibits clerks of superior court and probate judges from keeping U.S. passport application processing fees as personal compensation. Officials must disclose all passport processing fees collected on a quarterly basis to the county governing authority. Half of these fees will go into the county's general fund, and the other half will be retained by the clerk for office operations and maintenance. The General Assembly may pass local legislation to change the percentage amounts retained and deposited into the county's general fund. Fees cannot be used to compensate the clerk, their employees, or purchase non-work-related items.	
SB 28 Repeal an Act fixing the compensation of counties with a population in excess of 500,000 Sen. Clint Dixon (45th)	This bill repeals an act that prohibits counties with populations in excess of 500,000 from fixing county commissioners' salaries through local legislation. If passed, these counties must have local legislation passed to adjust commissioners' salaries.	

Sports Betting in Georgia

Bill #/Author	Description	Status
HB 380 Georgia Lottery Game of Sports Betting Act; enact Rep. Marcus Wiedower (121st)	This bill legalizes sports betting and allows the Georgia Lottery Corporation to grant 16 sports betting licenses.	
SB 57 Georgia Sports Betting Integrity Act Sen. Billy Hickman (4th)	This bill legalizes sports betting in Georgia which will be regulated by the newly created Georgia Sports Betting Commission. Up to nine online sports betting service providers, determined through a procurement process, would be authorized to provide betting. Individuals 21 years old and older can place bets, but no bets are allowed on injuries, penalties, or the outcome of player discipline rulings or replay reviews. Betting services will pay an annual privilege tax of 20 percent of their adjusted gross income, proceeds will be distributed in the same manner as they are for the state lottery.	
SB 172 State Government; regulation and taxation of sports betting in this state; authorize and provide Sen. Bill Cowsert (46th)	This bill authorizes online sports betting in Georgia, creating the Georgia Gaming Corporation, to be governed by the Georgia Sports Betting Commission, under the Georgia Lottery Corporation to oversee the process. Wages on sports betting are exempt from state and local sales taxes.	
SR 140 Georgia General Assembly; general law for sports betting in this state; provide- CA Sen. Bill Cowsert (46th)	This proposed constitutional amendment provides by law for sports betting in this state and provides for such proceeds to be used for need based educational funding, services in less developed and high poverty areas, services for gambling addiction, promotion of major sporting events, and innovational educational programs and services.	

Elections

Bill #/Author	Description	Status
HB 17 Elections; sealing of ballots in secure containers Rep. Alan Powell (33rd)	This bill provides chain of custody requirements and prohibits the handling of voted ballots without a poll official being present. The bill allows for public notice of logic and accuracy testing for ballot marking devices to be posted on a website or in a newspaper. Regarding mail-in absentee ballot requests, the bill requires the issuance and mailing of absentee ballots within three days of request receipt.	
HB 426 Elections; retention and preservation of ballots and other election documents; revise provisions Rep. Shaw Blackmon (146th)	This bill unseals certified ballots for members of the public to inspect. County staff are required to retain and preserve the ballots in order to prevent them from being altered, amended, damaged, modified or mutilated. There are no limits on public inquiries.	
SB 122 Primaries and Elections; Security Requirements Sen. Kay Kirkpatrick (32nd)	This bill authorizes members of county boards of elections to serve on performance review boards for review of election superintendents' conduct; limits access to secure areas where ballots are printed and stored; requires blank ballots to be transported in sealed containers, accompanied by signed ballot transfer forms; unseals primary and general election ballot returns kept by the clerk of court so that the public may have access to them; and requires counties to, upon election certification, make documents from an election subject to electronic inspection in high resolution images.	

Taxation

Bill #/Author	Description	Status
HB 36 Revise language required to be included in notices of current assessment Rep. Charles Martin (49th)	This bill adds hearing officer review for tax assessment of certain business personal property in excess of \$200,000.	
HB 264 Revenue and taxation; handling of appeals of property tax assessments; revise certain deadlines and procedures Rep. Vance Smith (138th)	This bill shortens the time county board of tax assessors must respond to a property tax appeal from 180 days to 90 days. If the county board of tax assessors does not respond within 90 days, the appeal is forwarded to the county board of equalization. If no hearing is scheduled by the appeal administrator within 180 days from the date of appeal, the valuation asserted by the taxpayer shall become the assessed fair market value. If the taxpayer receives his or her indicated value because no hearing was scheduled, this new value shall not be used for comparison in other tax appeals.	
SB 153 Authorize Public Safety Stadium Surcharge for Counties and Cities Sen. Brandon Beach (21st)	This bill authorizes county and city governments to levy a public safety stadium surcharge on original ticket sales at stadiums or arenas within their boundaries with a seating capacity of 9,500 or more people. The city portion of the tax is two percent of the sales price, and the county portion of the tax is one percent of the sales price county wide but may be up to three percent of the sales price in areas where a city is not levying the tax. This tax may be implemented with a local ordinance and revenue from the tax may be used for capital outlay projects or maintenance and operation expenses.	
SR 147 Senate Local Option Sales Tax Study Committee Sen. Derek Mallow (2nd)	This resolution creates the seven member Senate Local Option Sales Tax Study Committee to examine governing the determination of local option sales tax agreements.	

Public Health and Public Safety

Bill #/Author	Description	Status
<u>HB 266</u> Medical Freedom Act Rep. Charlice Byrd (20th)	This bill expands Medicaid to uninsured Georgians living with HIV who make less than 138% of the federal poverty level.	
<u>SB 12</u> Protecting Victims and Dismantling Georgia Street Gangs Act Sen. John Albers (56th)	This bill establishes a mandatory minimum for persons convicted of possession of firearms by convicted felons and first offender probationers when the offense for which such person is on probation or has been previously convicted is a forcible felony or a domestic violence felony or an act of family violence. SB 12 also enhances the gang statute by expanding the venue for gang act prosecutions and allowing gang members to be tried in civil court.	
<u>SB 42</u> Human Trafficking Hotline Information; model notice requirements; increase the fine for failure to comply Sen. Mike Hodges (3rd)	This bill increases the fine for failure to comply with model notice requirements with human trafficking hotline information in businesses and on the internet.	
<u>SB 44</u> Street Gang Terrorism and Prevention Act Sen. Bo Hatchett (50th)	This bill strengthens the sentencing for all gang-related offenses by imposing mandatory minimum sentences but specifically targets the recruitment of minors by instating even stricter mandatory minimums for those whose gang-related offenses involve a minor or otherwise vulnerable individual.	

Public Works and Transportation

Bill #/Author	Description	Status
HB 193 Local government; increase dollar values of certain public works construction contracts exempt from bidding requirements Rep. Victor Anderson (10th)	<p>This bill raises the dollar amount threshold required to bid out public works projects from \$100,000 to \$250,000.</p> <p>ACCG supports this measure as does the Georgia Municipal Association and the Associated General Contractors of Georgia.</p>	House Passed
HB 189 Highways, bridges, and ferries; allowable variance for weight limitations upon a vehicle or load Rep. Steven Meeks (178th)	<p>This bill increases the allowable weight variance from 5% to 12.5% for all five-axle commercial trucks. The rise in weight limits from 80,000 pounds to 90,000 pounds will allow vehicles hauling forest products, live poultry, concrete, solid waste and others to haul a heavier load. Additionally, this legislation removes any mile radius restrictions in place now.</p> <p>Companion bill: SB 165</p> <p>ACCG opposes this measure as does the Georgia Municipal Association and the Georgia Department of Transportation.</p>	

Legislative Calendar (SR 6), Events, & Special Days at the State Capitol

- Thursday, March 2: Legislative Day 27
- Friday, March 3: Committee Work Day
- Monday, March 6: Legislative Day 28 (Crossover Day)
- Tuesday, March 7: Legislative Day 29
- Wednesday, March 8: Legislative Day 30
- Thursday, March 9: Legislative Day 31
- Wednesday, March 29: Legislative Day 40 (Sine Die)

- Thursday, March 9: [ACCG Legislative Breakfast](#)





Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0156

Meeting Date: 3/1/2023

Department

External Affairs

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

Presentation of Federal Legislative 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: Click or tap here to enter text.

Community Impact: Click or tap here to enter text.

Department Recommendation: Request Approval

Project Implications: Click or tap here to enter text.

Community Issues/Concerns: Click or tap here to enter text.

Agenda Item No.: 23-0156

Meeting Date: 3/1/2023

Department Issues/Concerns:



Fulton County Government: 2023 Federal Intergovernmental Affairs

Board of Commissioners Meeting – March 1, 2023

McGUIREWOODS
CONSULTING
Public Affairs Solutions

www.mcguirewoodsconsulting.com

General Federal Affairs Update

- **2022 Earmark – South Fulton Sewer Expansion**
- **Events with members of the Fulton Congressional delegation**
- **NACo Legislative Conference**
- **Airport Master Plan**
- **2023 Earmark Submissions**
- **Monitoring Grant Opportunities**

Look Ahead: 2023

- **Preparing Master Plan Rollout for FTY**
- **Ongoing work to strengthen relationships with federal partners**

Questions/ Comments?



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0088

Meeting Date: 3/1/2023

Department

Registration & Elections

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

Request approval of a statewide contract - Registration & Elections, SWC99999-001- SPD0000136, Temporary Staffing - Clerical & Light Industrial in an amount not to exceed \$304,619.52 with Dover Staffing, Inc. (Smyrna, GA) to provide temporary staffing services to assist in preparation for the move to the new warehouse location at 5600 Campbellton Road, SW, Atlanta, Georgia 30331. Effective upon BOC approval. **(HELD ON 2/1/23 AND 2/15/23)**

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: Department of Registration and Elections recommends approval of statewide contract to provide temporary staffing services to assist in preparation to the move to the new warehouse location.

Scope of Work: The statewide contract will provide supplemental staffing services to prepare and conduct the above-mentioned services.

Community Impact: Registration & Elections staff is not aware of any community impact.

Department Recommendation: The Department of Registration and Elections recommends approval.

Project Implications: The approval of statewide contract to provide temporary staffing services will ensure the Department meets the deadlines to relocate.

Community Issues/Concerns: Registration & Elections staff is not aware of any community impact or concerns.

Department Issues/Concerns: Registration & Elections staff does not have any issues or concerns.

Contract Modification: New procurement

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

Total Contract Value: **\$304,619.52**

Contract Value: **\$304,619.52**

Prime Vendor: **Dover Staffing Inc.**

Prime Status: **African American Female Business Enterprise - DBE**

Location: **Atlanta, GA**

County: **Fulton County**

Prime Value: **\$304,619.52 or 100.00%**

Subcontractor: **None**

Total Contract Value: **\$304,619.52 or 100.00%**

Total Certified Value: **\$304,619.52 or 100.00%**

Exhibits Attached:

Exhibit 1: Pricing Sheet

Exhibit 2: Contractor Performance Report

Contact Information

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Agenda Item No.: 23-0088

Meeting Date: 3/1/2023

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$304,619.52
TOTAL: \$304,619.52

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

500-265-2650-C601 - Capital, Registration & Elections, Central Warehouse Buildout \$304,619.52

Key Contract Terms	
Start Date: Upon approval	End Date: 4/30/2023
Cost Adjustment:	Renewal/Extension Terms: no

Overall Contractor Performance Rating: 2.60

Would you select/recommend this vendor again?

Yes

Report Period Start: 3/31/2022
Report Period End: 5/30/2022

Temps for MOVE to Election Central in Union City- Q1 2023
MOVING costs- Registration & Elections Dept

Revised 1/12/23

Note> Start and end dates are based on the expected Move date of 03/01/23- provided by Tim Dimond, DREAM

Note> All positions will be staffed via Temp agency. Selected Dover Staffing agency and bid quote is for the costs shown herein. Enterprise rental quote was obtained as well.

1160 SALARIES - TEMPORARY (All will be TEMPS, no time limited FULCO)	#	PAY Rate	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	Costs (Formula)	Expected Start Date
<u>Election Coordinators & Assistants - TEMP</u>								
Regional Election Coordinator 1	1	\$ 18.50	\$ 24.79	\$ 37.19	80	0	\$ 1,983.20	02/21/23
Regional Election Coordinator 2- Lead	1	\$ 24.00	\$ 32.16	\$ 48.24	80	0	\$ 2,572.80	02/21/23
<u>VOTER EDUCATION / ADMIN - TEMP</u>								
Administrative Clerk	1	\$ 17.00	\$ 22.78	\$ 34.17	80	0	\$ 1,822.40	02/21/23
Voter Education Officers	4	\$ 20.00	\$ 26.80	\$ 40.20	80	0	\$ 8,576.00	02/21/23
<u>SUPPLIES & LOGISTICS EPC - TEMP</u>								
EPC Note> Move Voting Equipment; box up Inventory and supplies								
Systems Specialists	5	\$ 18.50	\$ 24.79	\$ 37.19	480	0	\$ 59,496.00	02/01/23
Executive Assistant	1	\$ 20.00	\$ 26.80	\$ 40.20	120	0	\$ 3,216.00	02/21/23
R&E Assistant-Logistics LEAD	2	\$ 18.00	\$ 24.12	\$ 36.18	480	0	\$ 23,155.20	02/01/23
R&E Assistant-Logistics	13	\$ 17.50	\$ 23.45	\$ 35.18	160	0	\$ 48,776.00	02/13/23
Drivers (CDL License)	6	\$ 25.00	\$ 33.50	\$ 50.25	120	0	\$ 24,120.00	02/21/23
Couriers	30	\$ 18.00	\$ 24.12	\$ 36.18	120	0	\$ 86,832.00	02/21/23
Courier - Fleet Coordinator	5	\$ 20.60	\$ 27.60	\$ 41.41	120	0	\$ 16,562.40	02/21/23
<u>REGISTRATION - TEMP</u>								
Executive Assistant	1	\$ 20.00	\$ 26.80	\$ 40.20	120	0	\$ 3,216.00	02/21/23
Courier- Mail Room	2	\$ 18.00	\$ 24.12	\$ 36.18	120	0	\$ 5,788.80	02/21/23
<u>ABSENTEE - TEMP</u>								
Absentee Specialists	4	\$ 16.00	\$ 21.44	\$ 32.16	80	0	\$ 6,860.80	02/21/23

Executive Assistant	1	\$	20.00	\$	26.80	\$	40.20	80	0	\$	2,144.00	02/21/23
Courier - Fleet Coordinator Mail Rm (VR/AB)	1	\$	20.60	\$	27.60	\$	41.41	80	0	\$	2,208.32	02/21/23
Courier- Mail Room	1	\$	18.00	\$	24.12	\$	36.18	80	0	\$	1,929.60	02/21/23
ADVANCE VOTING LOCATIONS - TEMP												
Advance Voting Trainer/Assistants	2	\$	25.00	\$	33.50	\$	50.25	80	0	\$	5,360.00	02/21/23
											\$	304,619.52

1120 RENTAL EQUIPMENT

Enterprise Rental Quote:

Box Trucks 26ft with lift gate (12)- \$3,369.28 each monthly

Cargo Vans (2)- \$3,534.84 each monthly

MARCH 2023 ONLY

MARCH 2023 ONLY

\$ 40,431.36

\$ 7,069.68

\$47,501.04

Move Costs estimated Q1 2023

\$ 352,120.56

Notes>

Registration, Elections, Absentee, Advanced Voting, VEO, & Admin divisions all have file rooms which will need to be boxed up for move. Each of the divisions have separate file rooms to box up and prepare for the move. Supply rooms will need to be boxed up.

EPC & Phillip Lee warehouse will need to move all voting equipment, inventory, and supplies.

All permanent employees along with temps will need to box up all offices for the move.

Move Meeting Notes

Plan:

*Move to Election Central starting 3/1/2023

*DREAM should have the funds to provide for these move costs.

*Server will move when our Perm staff moves- it has to move with us.

*Shelving from Warehouse should be moved to Elections central.

Expected End
<u>date</u>

03/07/23
03/07/23

03/07/23
03/07/23

04/25/23
03/14/23
04/25/23
03/14/23
03/14/23
03/14/23
03/14/23

03/14/23
03/14/23

03/07/23

03/07/23

03/07/23

03/07/23

03/07/23



03/31/23

03/31/23



**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
3/31/2022	5/30/2022	3/31/2022	6/30/2022
Purchaser Order Number		Purchase Order Date	
22DOVER134205C-MH		3/31/2022	
Department			
Registration and Elections			
Bid Number		Service Commodity	
SWC99999-001-SPD0000136		Staffing Services	
Contractor			
DOVER STAFFING, INC.			
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	Comments: Some staff did not have the requested computer skill level needed	
<input type="radio"/>	1		
<input checked="" type="radio"/>	2		
<input type="radio"/>	3		
<input type="radio"/>	4		
2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)	
<input type="radio"/>	0	Comments: Contractor made effort to be timely in responses and communication	
<input type="radio"/>	1		
<input checked="" type="radio"/>	2		
<input type="radio"/>	3		
<input type="radio"/>	4		

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	Comments: Contractor was extremely professional and has developed a very amicable relationship with the department
<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	Comments: Contractor delivers a very high level of customer service
	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
<input type="radio"/>	0	Comments
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	

Overall Performance Rating	2.60	Date	06/10/2022
Would you select/recommend this vendor again?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Rating completed by:	Deputy Director		
Department Head Name:	Patrick Eskridge		
Department Head Signature			

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

Submit

Print

Save



INTEROFFICE MEMORANDUM

TO: Fulton County Board of Commissioners
Fulton County Board of Registration & Elections
Dick Anderson, County Manager *DA*

FROM: Nadine Williams, Interim Director, Registration & Elections *NW*

RE: Election Central Temporary Moving Staff

DATE: February 14, 2022

Agenda Item 23-0088	<i>Registration & Elections Request approval of a statewide contract - Registration & Elections, SWC99999-001- SPD0000136, Temporary Staffing - Clerical & Light Industrial in an amount not to exceed \$304,619.52 with Dover Staffing, Inc. (Smyrna, GA) to provide temporary staffing services to assist in preparation for the move to the new warehouse location at 5600 Campbellton Road, SW, Atlanta, Georgia 30331. Effective upon BOC approval.</i>
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Per the request at the Fulton County Board of Commissioners February 1, 2022 meeting, please find additional information and a cost comparison quote regarding the Department of Registration & Elections temporary staff needs for the upcoming relocation to Election Central.

The Department of Registration & Elections met with the County Manager's Strategy Team and the Department of Real Estate & Asset Management representatives to coordinate moving needs.

Since the Department of Registration & Elections is comprised of less than 37 permanent staff, the request was made to onboard temporary staff to assist. The work duties (listed below) to relocate the Registration & Election Government Center main office and 2 warehouse locations are beyond standard moving request. Although the cost with a moving company is lower for a traditional move, the work duties needed include pulling documents for open request as needed, reconciliation of documents, data entry, forklift operations etc.

Temporary staff workload to include, but not limited to:

- Packing boxes
- Labeling boxes with WDS inventory system
- Scanning -out boxes for chain of custody records
- Data entry WDS inventory system
- Palletizing boxes
- Loading trucks
- Reconciliation of documents
- Removal of files from cabinets
- Transport of boxes, supplies & equipment
- Unloading trucks
- Unpacking boxes
- Forklift operations at old and new location
- Scanning-in boxes for chain of custody records
- Shelving boxes and supplies
- Removal of computers
- Open record request assistance
- Replacing files in cabinets
- Installing computers

Onboarding temporary staff familiar with our processes and who fall under the direct supervision of the Department of Registration & Election division managers will allow for efficiency. This will ensure the secure and organized transport of our Election equipment and files. It will also allow the flexibility to add additional labor hours if needed.

Thank you for your support.

Cc: Sharon Whitmore, CFO
Joseph Davis, Director, DREAM
Felicia Strong -Whitaker, Director, Purchasing
Patrick Eskridge, Deputy Director, Registration & Elections

Request for Proposal

February 13, 2023

Prepared by:

Beltmann Relocation Group
4897 Lewis Rd
Stone Mountain GA 30083



[HOME](#)

[OFFICE](#)

[LOGISTICS](#)



February 13, 2023

Keith Johnson
Fulton county General Services
Elections move

Keith,

Thank you for calling on the Beltmann Relocation Group to help with this project.

Beltmann Relocation Group has built our business for over fifty years by providing high- quality relocation solutions for our corporate customers. In reviewing your move requirements, we believe our experience; references and resources are unmatched in the industry and will provide you with a customized and successful solution

With our “[be the customer](#)” approach to business we are committed to making your relocation a leading priority within our organization. We have assembled a team of professionals that not only have experience in executing commercial relocation projects, but also understand the importance of maintaining high standards of excellence.

We look forward to working with you and your organization on a very successful relocation.

Sincerely,

Charlie Shockley
Beltmann Relocation Group
Account Executive
Workplace Services

ELECTIONS

ELECTIONS OFFICE, 3RD FLOOR AND 1ST FLOOR

Packers-Office

Pack crew to pack all items from offices, common areas, breakrooms, storage rooms and file rooms. Client to supply boxes. Mail room to be packed by mailroom staff
\$6754.00 3days

Move to new facility

Crew to deliver in equipment pack electronics onto machine carts, dolly files and boxes. Commence move to 5600, trucks will rotate between buildings until all items are moved. All items will be placed according to client provided directional signage. Electronics placed onto desktops, contents stage in or near work areas. All equipment and building protection removed at conclusion of move. Space smooth set for client arrival
\$13280.00 2days

MATERIAL COSTS: ELECTIONS GOVERNMENT CENTER

Material Description	COST
Corrugate	\$180.00
Shrink wrap	\$84.00
Speed packs 20	\$560.00
Computer bags 150	\$175.00
Bubble wrap 2 rolls	\$190.00
Tape 40	\$90.00
Labels	\$40.00

TOTAL GOVERNMENT CENTER \$21353.00

ELECTIONS English Street

Packers

Elections staff to pack all employees
Elections to un-shelve all skids

Move to new facility

Crew to move approximately 17 trailer loads of product to 5600. Skids staged for Elections staff to reshelve. Hampers, tables, carts, stairs staged in warehouse as directed. Office items will be delivered and placed according to client provided directional signage Racking and workstations not included with this bid
\$25980.00 3 days

MATERIAL COSTS: ELECTIONS ENGLISH ST

Material Description	COST
Corrugate	
Shrink wrap	\$168.00
Speed packs 25	\$780.00
Computer bags 30	\$40.00
Bubble wrap 1 rolls	\$80.00
Tape 25	\$60.00
Labels	\$20.00

TOTAL \$27128.00

ELECTIONS 5210 Phillips Lee Dr.

Move to new facility

Crew to move approximately 68 trailer loads of voting machines, skids, drop boxes, bags of equipment, large caged carts, small amount of office product. Elections to un-rack and rerack all items. Every thing to be pushed to designated staging area and placed as directed

\$87404.00 10-12 days

MATERIAL COSTS: ELECTIONS PHILLIPS

Material Description	COST
Corrugate	
Shrink wrap	\$168.00
Speed packs 10	\$280.00
Computer bags 10	\$15.00
Bubble wrap 1 rolls	\$80.00
Tape 18	\$30.00
Labels	\$20.00

TOTAL \$87997.00

Temps for MOVE to Election Central
MOVING costs- Registration & Elections Dept

Note> All positions will be staffed via Temp agency. Selected Dover Staffing agency and bid quote is for the costs shown herein. Enterprise rental quote was obtained as well.

1160 SALARIES - TEMPORARY (All will be TEMPS, no time limited FULCO)		#	PAY Rate	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	Costs (Formula)	Expected Start Date	Expected End date
<u>Election Coordinators & Assistants - TEMP</u>										
Regional Election Coordinator 1		2	\$ 18.50	\$ 24.79	\$ 37.19	80	0	\$ 3,966.40	TBD	TBD
Regional Election Coordinator 2- Lead		-	\$ 24.00	\$ 32.16	\$ 48.24	80	0	\$ -	TBD	TBD
<u>VOTER EDUCATION / ADMIN - TEMP</u>										
Administrative Clerk		1	\$ 17.00	\$ 22.78	\$ 34.17	80	0	\$ 1,822.40	TBD	TBD
Voter Education Officers		2	\$ 20.00	\$ 26.80	\$ 40.20	80	0	\$ 4,288.00	TBD	TBD
<u>SUPPLIES & LOGISTICS EPC - TEMP</u>										
Systems Specialists		5	\$ 18.50	\$ 24.79	\$ 37.19	360	0	\$ 44,622.00	TBD	TBD
Executive Assistant		1	\$ 20.00	\$ 26.80	\$ 40.20	120	0	\$ 3,216.00	TBD	TBD
R&E Assistant-Logistics LEAD		2	\$ 18.00	\$ 24.12	\$ 36.18	360	0	\$ 17,366.40	TBD	TBD
R&E Assistant-Logistics		10	\$ 17.50	\$ 23.45	\$ 35.18	160	0	\$ 37,520.00	TBD	TBD
Drivers (CDL License)		-	\$ 25.00	\$ 33.50	\$ 50.25	120	0	\$ -	TBD	TBD
Couriers		30	\$ 18.00	\$ 24.12	\$ 36.18	120	0	\$ 86,832.00	TBD	TBD
Courier - Fleet Coordinator		5	\$ 20.60	\$ 27.60	\$ 41.41	120	0	\$ 16,562.40	TBD	TBD
<u>REGISTRATION - TEMP</u>										
Executive Assistant		1	\$ 20.00	\$ 26.80	\$ 40.20	120	0	\$ 3,216.00	TBD	TBD
Courier- Mail Room		2	\$ 18.00	\$ 24.12	\$ 36.18	120	0	\$ 5,788.80	TBD	TBD

ABSENTEE - TEMP

Absentee Specialists

Executive Assistant

Courier - Fleet Coordinator Mail Rm (VR/AB)

Courier- Mail Room

ADVANCE VOTING LOCATIONS - TEMP

Advance Voting Trainer/Assistants

1160 PROFESSIONAL SERVICES

4	\$	16.00	\$	21.44	\$	32.16	80	0	\$	6,860.80	TBD
1	\$	20.00	\$	26.80	\$	40.20	80	0	\$	2,144.00	TBD
1	\$	20.60	\$	27.60	\$	41.41	80	0	\$	2,208.32	TBD
1	\$	18.00	\$	24.12	\$	36.18	80	0	\$	1,929.60	TBD
2	\$	25.00	\$	33.50	\$	50.25	80	0	\$	5,360.00	TBD
										<u>\$ 243,703.12</u>	

Notes

Packing, Inventory, and Restocking relocation of Department of Registration & Elections Government Center Main Office and 2 warehouses.
Hourly rates vary due to work duties - to include data entry, forklift operations, reconciling of documents, open record request assistance etc.
Exact start dates will be determined per BOC approval.

All permanent employees along with temps will prepare and complete this project.

*** Meeting Notes**

*Move to Election Central starting 3/1/2023 - pending construction completion

*DREAM to cover moving cost

*Server will move with permanent staff - to be coordinated with SOS for verification

*Shelving from EPC Warehouse to be moved to Elections central.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0157

Meeting Date: 3/1/2023

Department

Real Estate and Asset Management

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

Request approval of a recommended proposal - Department of Real Estate and Asset Management, 22RFP136813K-DB, Design/Build Services for the Replacement and/or Refurbishment of Air Handling Units and the Replacement of Associated Fans and Ducts Heaters - Phase III Fulton County Justice Center, in the amount not to exceed \$4,845,528.00 with Mallory & Evans Service Company, Inc. (Scottdale, GA), to provide complete design and construction of the Replacement and/or Refurbishment of Air Handling Units and the Replacement of Associated Fans and Duct Heaters - Phase III for the Fulton County Justice Center located at 185 Central Avenue SW, Atlanta, Georgia 30303. Effective upon issuance of Notice to Proceed for a period of 545 calendar days or until contract completion as determined by the County.

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

In accordance with the State of GA O.C.G.A. § 36-91-20, Georgia Local Government Public Works Construction Law, all competitive sealed proposals (RFPs) for public works construction projects (CM at Risk, Construction Program Management, Design/Build Projects) costing \$100,000.00 or more 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 of recommended proposal to provide complete design and construction services for the Replacement and/or Refurbishment of Air Handling Units

and the Replacement of Associated Fans and Duct Heaters - Phase III for the Fulton County Justice Center.

Scope of Work: This contract is to provide all design and construction work necessary for a successful Replacement and/or Refurbishment of Air Handling Units and the Replacement of Associated Fans and Duct Heaters - Phase III for the Fulton County Justice Center located at 185 Central Avenue SW, Atlanta, Georgia 30303.

The Design-Build services shall consist of, but not limited to:

- Engineering Services
- Construction Services
- Replacement/Refurbish HVAC Equipment (air handling units (AHUs), associated fans and heater ducts) in existing mechanical rooms
- Installation of UV Lighting equipment in all refurbished/replaced air handling units

Background

In 2016, a Facilities Assessment was conducted by Faithful + Gould for all Fulton County Owned Facilities that provide constituent services. The County Facilities assessed included those located in the Urban Redevelopment Area, consisting of the Government Center Complex, the Justice Center Complex, related annexes, and various other facilities. There were numerous deficiencies identified in the Assessment, in particular, the mechanical systems in both the Justice and Government Center Complexes.

In July 2019 and December 2021, the Board of Commissioners approved the issuance of bonds to finance the cost of correcting these deficiencies. The County selected a Project Management Team (PMT), Heery/McAfee3 - JV, to support the implementation of the Fulton County Urban Redevelopment Capital Improvement Plan, which involves the repair, renovation, and redevelopment of these Facilities.

The preliminary goal of the Plan is to restore designated, existing facilities, economically and efficiently, to a condition which is fully functional and flexible in terms of size, appropriateness, and purpose to meet the long-term space and service needs of the constituents and employees of Fulton County. The PMT has assisted the County's staff in launching the Fulton County Urban Redevelopment Capital Improvement Plan, establishing the comprehensive program definition and direction for the Plan, and directing and controlling the various tasks required for implementation and completion of the Plan.

There are three phases for the Air Handling Unit Replacement/Refurbishment Project in the Judicial Center Complex. The first phase was completed in December of 2019 and included the refurbishment of 10 AHUs in the Justice Center Tower. The second phase is currently underway in the Fulton County Courthouse and includes the Refurbishment and/or Replacement of 30 AHUs and associated equipment. All AHUs refurbished or replaced in the Justice Center will have UV Lighting equipment installed to improve indoor air quality and eliminate airborne pathogens.

The intent of this Phase III project is the replace or refurbish a select number of AHUs, fans, and duct heaters within the Fulton County Judicial Center Tower and the Carnes Justice Center Building per the replacement and refurbishment schedules. Also, some AHUs have associated fans to deliver outdoor air or relief air exhaust and these fans will be replaced. For replacement AHUs, fans, and duct heaters, the Contractor will provide design documents by an engineer licensed by the State of Georgia. The work of this project shall be turnkey with replacement AHUs performing as specified and refurbished units performing like new as practicable.

Project Cost Breakdown:

	Description	Total Price (\$)
1	Design Fee	\$333,350.00
2	Construction Cost	\$3,944,078.00
3	UV Lighting	\$368,100.00
4	Owner Controlled Contingency	\$200,000.00
	Total Project Amount	\$4,845,528.00

Community Impact: This effort and impact are necessary to restore designated, existing facilities, economically and efficiently, to a condition which is fully functional and flexible in terms of size, suitability, and purpose to meet the long-term space and service needs of the constituents and employees of Fulton County.

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

The recommended professional firm have previous contracts with Fulton County and has performed very well and highly competent as HVAC Contractor for the Department of Real Estate and Asset Management as stated in their performance report.

The Contractor will work in collaboration with the Department of Real Estate and Asset Management, Project Management Team and Design Team.

Project Implications: The intent of this Phase III project is the replace or refurbish a select number of AHUs, fans and duct heaters within the Fulton County Judicial Center Tower and the Carnes Justice Center Building per the replacement and refurbishment.

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

Department Issues/Concerns: If this proposal is not approved, the County does not have the capacity, or the expertise, to perform the replacement and refurbishment of a select number of AHUs, fans, and duct heaters within the Fulton County Judicial Center Tower and the Carnes Justice Center Building per the replacement and refurbishment.

Contract Modification: This is a new procurement

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

Contract Value: \$4,845,528.00

Prime Vendor: Mallory & Evans Service Company, Inc.
Prime Status: Non-Minority
Location: Scottdale, GA
County: DeKalb County
Prime Value: \$3,228,090.75 or 66.62%

Subcontractor: BHW Sheet Metal
Subcontractor Status: Non-Minority
Location: Jonesboro, GA
County: Clayton County
Contract Value: \$767,047.08 or 15.83%

Subcontractor: Victory Electrical Services
Subcontractor Status: White Female Business Enterprise
Location: Carrollton, GA
County: Carroll County
Contract Value: \$203,996.73 or 4.21%

Subcontractor: Emery & Associates
Subcontractor Status: Non-Minority
Location: Atlanta, GA
County: DeKalb County
Contract Value: \$89,642.27 or 1.85%

Subcontractor: Staples Insulation
Subcontractor Status: White Female Business Enterprise
Location: Covington, GA
County: Newton County
Contract Value: \$122,107.31 or 2.52%

Subcontractor: WSP USA Buildings, Inc.
Subcontractor Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Contract Value: \$377,466.63 or 7.79%

Subcontractor: Research Air Flo, Inc
Subcontractor Status: Non-Minority
Location: Atlanta, GA

County: DeKalb County
Contract Value: \$57,177.23 or 1.18%

Total Contract Value: \$4,845,528.00 or 100.00%
Total Certified Value: \$326,104.03 or 6.73%

Exhibits Attached

Exhibit 1: Evaluation Committee Recommendation Letter
Exhibit 2: Contractor's Performance Report

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$4,845,528.00
TOTAL: \$4,845,528.00

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:

534-520-5200-K023: FCURA-2020, Real Estate and Asset Management, Air Handling Unit-Justice Center

Key Contract Terms

Start Date: Upon issuance of Notice to Proceed	End Date: 545 consecutive calendar days or completion of construction project.
Cost Adjustment: N/A	Renewal/Extension Terms: This is a one-time procurement.

Overall Contractor Performance Rating: 97

Would you select/recommend this vendor again?

Yes

Report Period Start:
10/8/2022

Report Period End:
1/7/2023



INTEROFFICE MEMORANDUM

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

FROM: Evaluation Committee Recommendation Letter

DATE: January 24th, 2023

PROJECT: #22RFP136813K-DB; DESIGN/BUILD SERVICES FOR THE REPLACEMENT AND/OR REFURBISHMENT OF AIR HANDLING UNITS AND THE REPLACEMENT OF ASSOCIATED FANS AND DUCT HEATER-PHASE III FULTON COUNTY JUSTICE CENTER.

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 Real Estate and Asset Management.

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

1. Mallory & Evans Service Company, 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 Mallory & Evans Service Company, Inc. with a total score of 84.33 is the recommended vendor for the award of #22RFP136813K-DB; Design/Build Services for the Replacement and/or Refurbishment of Air Handling Units and the Replacement of Associated Fans and Duct Heaters – Phase III Fulton County Justice Center.

Evaluation Committee Recommendation Letter

January 24th, 2023

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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:

Timothy Dimond

A424AE8892AA434...nd,

Deputy Director, Department of Real Estate and Asset Management

DocuSigned by:

Bill Mason

82E79B0EEFC5442...],

Facilities Program Manager, Department of Real Estate and Asset Management

Michael Ross

Michael Ross,

Administrator, Department of Real Estate and Asset Management

Evaluation Committee Recommendation Letter
January 24th, 2023
Page | 3

EVALUATION CRITERIA	WEIGHT	Mallory & Evans Service Co., Inc.
Executive Summary	2	1.67
Project Approach	36	29.58
Project Teams Qualifications	15	15
Relevant Project Experience	15	15
Availability of Key Personnel	3	2.50
Safety Qualifications	5	3.75
Employee Training	2	1.83
Local Preference	5	0
Service Disabled Veterans Preference	2	0
Cost Proposal	15	15.00
TOTAL SCORE:	100.00	84.33

**To sum Total Score columns highlight the row and press F9*

Performance Evaluation Details

ID	E2
Project	DESIGN/BUILD SERVICES FOR THE FULTON COUNTY GOVERNMENT CENTER COOLING TOWER REPA
Project Number	21RFP132087K-DB
Supplier	Mallory Evans Service Inc
Supplier Project Contact	John j Catalfano (preferred language: English)
Performance Program	Construction Services
Evaluation Period	10/08/2022 to 01/07/2023
Effective Date	01/09/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	01/09/2023 01:17 PM EST
Completion Date	01/09/2023 01:17 PM EST
Evaluation Score	97

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - CONSTRUCTION SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

SCHEDULE

17/20

Rating

Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments

Contractor is achieving agreed upon Project Schedule of completion within 12 months with multiple other contractors working in the building. Contractor was flexible and accommodated numerous County requests e.g. deliveries, coordinating with other contractors, access.

BUDGET MANAGEMENT

20/20

Rating

Outstanding: Reasonable pricing on Scope Changes and processed in an expedited manner. Outstanding cost control. Changes in project scope outside of the consultant's control are identified quickly, with consideration given to the financial and budget implications. Scope changes submitted quickly with thorough rational and fair costing.

Comments

Mallory & Evans presented solutions to complex issues which took into account cost, timeliness and the impact on the comfort of the building.

OVERALL CONSTRUCTION PROJECT MANAGEMENT

20/20

Rating

Outstanding: Outstanding Construction Project Management that exceeds in all areas.

Comments

Contractor is meeting and/or exceeding contract requirements, budget, and schedule while only working at nights and over the weekends. Excellent quality control with no major performance incidences. Strong documentation and administrative (pay app) processes. Qualified personnel at all levels.

COST CONTROL

20/20

Rating

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

Comments

Well developed administrative processes for Pay Applications, Progress Reports, Schedules, etc. Correct Pay Applications submitted timely. Requested Contingency Cost Items identified early and supported with detailed documentation, photos, and recommendation. No Change Requests to date.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

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

Comments

Contractor's Project Manager, Justin Stearns, has been the strongest, most technically skilled Project Manager on any of our numerous MEP Projects. Firm grasp of Project scope, strong construction knowledge, talented manager, understands County's interests, readily available, and supports project management team. Senior management have been involved and attentive.

GENERAL COMMENTS

Comments

Would consider Mallory & Evans for other Projects meeting their qualifications.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0158

Meeting Date: 3/1/2023

Department

Human Resources Management

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

Request approval of the proposed plan design to extend a childcare/elder care benefit to eligible employees as part of Fulton County's benefits package.

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

Fulton County Policy

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: Fulton County recognizes that its employees are often faced with an unexpected illness of a child, disruptions in a child's education or the need to care for a dependent that requires home/medical care. To that end, the County is extending a childcare/elder care benefit. This benefit is available to all employees who are required to report on-site to perform their functions as directed by their Department Head. This benefit can be used to provide care for their eligible dependents that reside in their immediate household.

Community Impact: There is no community impact.

Department Recommendation: The Department of Human Resources Management recommends

approval.

Project Implications: There are no project implications.

Community Issues/Concerns: There are no community issues or concerns.

Department Issues/Concerns: There are no department issues or concerns.



BENEFIT SUMMARY – CHILDCARE/DEPENDENT CARE FOR 2023

WWW.FULCO.CARE.COM || EFFECTIVE March 1, 2023

As a means of easing the burdens caused by the unexpected illness of a child, disruptions in a child's education or the need to care for a dependent that requires home/medical care, the County is offering a childcare/dependent care benefit to eligible employees. This benefit is available to all employees who are required to report on-site to perform their functions as directed by their Department Head. This benefit can be used by eligible employees to provide care for their child(ren) and/or adult dependents who require home/medical care and reside in their immediate household, as defined below.

ELIGIBLE EMPLOYEES
Employees, whose job functions require them to perform their core duties and/or provide services onsite as directed by their Department Head. State employees who receive a County Supplement cannot participate.
COVERAGE PERIOD
This benefit will be available until funding expires or the BOC discontinues this benefit.
PERMITTED USE OF THE BENEFIT
Eligible employees will only be able to utilize this benefit so they can physically report onsite for their scheduled shift or redeployment.
TOTAL AVAILABLE BACK-UP CARE DAYS
There will be a cap of ten (10) total care days within the 12-month period.
CO-PAY
Eligible employees will be required to pay an applicable co-pay based on the type of care utilized: <ul style="list-style-type: none">• In home Child/Adult Back-up care - \$3.00 per hour• Out-of-Home Back up Child care - \$15.00 per day/per child• Personal Network Back-up Care - \$3.00 per hour for in home/ \$10 per day per child Out of Home (co-pay will be applied against employee's reimbursement)
ELIGIBLE COVERED DEPENDENTS
<ul style="list-style-type: none">• Dependents age 12 and under who live in the same household as an eligible employee;• Dependents, between age 13 – 18, who cannot be left alone in a rental unit and live in the same household as an eligible employee;• Dependents, with a disability as defined in the Affordable Care Act, up to any age who live in the same household as an eligible employee; and• Parents, grandparents, in-laws, spouse/partner of an eligible employee, who live in the same household of an eligible employee and require in home/medical care.
DISQUALIFICATION
An employee will be disqualified from eligibility for the benefit and may be disciplined up to and including termination if its discovered that the employee has abused and/or provided false information to utilize the benefit.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0159

Meeting Date: 3/1/2023

Department

Human Resources Management

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

Request approval to modify the classification section of the Classification and Compensation plan by adding the new titles of Contracts Administrator (grade 23), Purchasing Card Program Administrator (grade 21), and Emergency Management Sergeant (grade 17).

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

Civil Service Act of 1982 and adopted HR Procedures

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

Choose an item.

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

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

The Department of Human Resources management (DHRM) has determined that the following action(s) are warranted to ensure the integrity of the County's Classification system and the changing needs within the respective departments. DHRM is requesting approval to:

(X) create the following new classifications:

	Title Code	Title	Grade
A.	230023	Contracts Administrator	23

B.	230027	Purchasing Card Program Administrator	21
C.	336999	Emergency Management Sergeant	17

Scope of Work: Click or tap here to enter text.

Community Impact: There is no community impact.

Department Recommendation: The department recommends approval.

Project Implications: There are no project implications.

Community Issues/Concerns: There are no community issues/concerns.

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



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0160

Meeting Date: 3/1/2023

Department

County Manager

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

Request approval of a Resolution of the Fulton County Board of Commissioners to approve a modification of the Fulton County Board Of Health's Fees For Environmental Health Services to address changes in law regarding mobile foods services establishments with active permits from other jurisdictions operating within Fulton County; to provide for the collection by the Fulton County Board of Health of an administrative fee in Fulton County; and for other purposes. Effective 30 days from BOC approval.

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

O.C.G.A. § 26-3-379, effective January 1, 2023, provides in part that mobile food service establishments are no longer required to obtain a food service permit in each county in which they operate and may instead obtain a permit in one home county known as the base of operations, and that the county boards of health that are responsible for permitting and inspections in other counties where the mobile food service establishments operate may charge an administrative fee for confirming legal compliance in the county serving as the base of operations.

O.C.G.A. § 31-3-4(a)(6) provides, in pertinent part, that "No fees for environmental health may be charged unless the schedule of fees for such services has been approved by the county governing authority." These fees are collected by the Board of Health and utilized solely by the BOH.

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

No

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

The County Manager's Office recommends approval from the Board of Commissioners of the Updated Fee Schedule for Environmental Health Services provided by the Fulton County Board of Health, as approved by the District Health Director and the Board of Health at the January 25, 2023, regular quarterly board meeting. The Fee Schedule revisions follow a change to Georgia law allowing mobile food service establishments, such as food trucks, to obtain a permit to operate in one home county rather than having to obtain a full permit in each county in which they operate, and providing the boards of health in the counties where they operate outside their base of operations to charge administrative fees for the work they will have to do to confirm the validity and good standing of the permit in the home county. The proposed revisions to the fee schedule: (1) provide for an administrative research fee, because the Board of Health has the administrative responsibility to confirm a food truck's good standing in other counties; and (2) reflect that food trucks no longer are required to have annual inspections by each county in which they operate, but may be inspected by another authorized county upon request. The Fulton County Board of Health's District Health Director and its Board of Directors have approved the fee schedule changes provided herein, as required by O.C.G.A. § 31-3-4(a)(6).

Scope of Work:

Community Impact: The proposed action will comply with current law, which facilitates the operation of food trucks across counties.

Department Recommendation: Approve.

Project Implications:

Community Issues/Concerns: Click or tap here to enter text.

Department Issues/Concerns: The Fulton County Board of Health anticipates a decrease in revenues due to this change in the law.

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

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

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

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

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

Dr. Brandon Leftwich, Director of Environmental Health Division of Fulton County Board of Health,
404-613-8834

Contract Attached

Choose an item.

Previous Contracts

Choose an item.

Total Contract Value

Original Approved Amount:

Previous Adjustments:

This Request:

TOTAL:

Grant Information Summary

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

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

Fiscal Impact / Funding Source

Funding Line 1:

Funding Line 2:

Funding Line 3:

Agenda Item No.: 23-0160

Meeting Date: 3/1/2023

Funding Line 4:

Funding Line 5:

Key Contract Terms	
Start Date:	End Date:
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Report Period Start:

Report Period End:

1 **A RESOLUTION OF THE FULTON COUNTY BOARD OF COMMISSIONERS TO APPROVE A**
2 **MODIFICATION OF THE FULTON COUNTY BOARD OF HEALTH’S FEES FOR**
3 **ENVIRONMENTAL HEALTH SERVICES TO ADDRESS MOBILE FOODS SERVICES**
4 **ESTABLISHMENTS WITH ACTIVE PERMITS FROM OTHER JURISDICTIONS OPERATING**
5 **WITHIN FULTON COUNTY; TO PROVIDE FOR THE COLLECTION BY THE FULTON**
6 **COUNTY BOARD OF HEALTH OF AN ADMINISTRATIVE FEE IN FULTON COUNTY; AND**
7 **FOR OTHER PURPOSES.**

8
9 **WHEREAS**, the Official Code of Georgia (the “Code”) provides that the Fulton County
10 Board of Health has the authority pursuant to O.C.G.A. § 31-3-4 to “establish fees for the provision
11 of public health services provided by county boards of health, including but not limited to
12 environmental health services, which fees may be charged to persons or to establishments and
13 premises within the county for inspection of such establishments, premises, structures and
14 appurtenances thereto” and that all such “fees approved by the county board of health shall also
15 be approved by the district director of health;” and

16 **WHEREAS**, pursuant to O.C.G.A. § 31-3-4(a)(6), “No fees for environmental health
17 services may be charged unless the schedule of fees for such services has been approved by
18 the county governing authority;” and

19 **WHEREAS**, effective as of January 1, 2023, via House Bill 1443, the Georgia Legislature
20 amended Title 26, Chapter 2, Article 13 of the Code, in pertinent part, “to provide that mobile food
21 service establishments that have active permits may operate in the county of origin and in one or
22 more counties other than its county of origin without obtaining an additional permit; ... to provide
23 for inspections of mobile food service establishments by other counties; to provide for
24 administrative and inspection fees; and for other purposes;” and

25 **WHEREAS**, to comply with House Bill 1443, the District Health Director approved and
26 recommended to the Board of Health a modification of the Fee Schedule of the Environmental
27 Services Division of the Fulton County Board of Health (attached hereto as Exhibit A);

28 **WHEREAS**, the modification serves to (1) remove the annual inspection fees associated
29 with mobile food service establishments with active permits in other Georgia counties that can
30 now operate in Fulton County withing having to obtain a Fulton County permit, (2) remove the fee

1 associated with the Fulton County Board of Health's plan review for mobile food service
2 establishments with active permits in other Georgia counties, and (3) establish a new fee to
3 compensate the Fulton County Board of Health for its administrative costs associated with
4 researching the permitting and compliance status in the county of origin; and

5 **WHEREAS**, on January 25, 2023, the Fulton County Board of Health passed and adopted
6 a Resolution of the Fulton County Board of Health to Approve the Modification of the Fee
7 Schedule of the Environmental Health Services Division to Provide an Administrative Fee in
8 Fulton County for Mobile Food Service Establishments Permitted in Another County; to Seek
9 Approval of Said Modification from the Fulton County Board of Commissioners; and For Other
10 Purposes (attached hereto as Exhibit B).

11 **WHEREAS**, pursuant to the authority granted by O.C.G.A. § 31-3-4(a)(6), the Fulton
12 County Board of Commissioners finds that it will be in the best interest of the health and safety of
13 its residents to adopt the proposed modifications recommended by the Fulton County Board of
14 Health to the fee schedule for environmental health services; and

15 **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of Commissioners
16 hereby approves the modified Fee Schedule of the Fulton County Board of Health for
17 Environmental Health Services, as set forth in Exhibit A attached hereto and incorporated herein
18 by reference.

19 **BE IF FINALLY RESOLVED**, that this Resolution and Fee Schedule shall become
20 effective 30 days after its adoption, and that all resolutions and parts of resolutions in conflict with
21 this Resolution are hereby repealed to the extent of the conflict.

22 **SO PASSED AND ADOPTED**, this 1st day of March, 2023.

FULTON COUNTY BOARD OF COMMISSIONERS

Chairman Robert L. Pitts

ATTEST:

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

[https://fc0365.sharepoint.com/sites/CountyAttorney/CALegislation/County Manager/BOC Resolution to Approve Fee Revision for EH Division of BOH re Mobile Food Service Establishments \(FINAL\).docx](https://fc0365.sharepoint.com/sites/CountyAttorney/CALegislation/County%20Manager/BOC%20Resolution%20to%20Approve%20Fee%20Revision%20for%20EH%20Division%20of%20BOH%20re%20Mobile%20Food%20Service%20Establishments%20(FINAL).docx)

EXHIBIT A

**Fulton County Board of Health
Environmental Health Section
Proposed Modification**

SERVICE NUMBER	DESCRIPTION	FEE
DESCRIPTION - FOODSERVICE		
1	New Facility Plan Review Risk Type I (include Mobile Foodservice Operation with Base and Unit in Fulton)	450.00
2	New Facility Plan Review Risk Type II (include Mobile Foodservice Operation with Base and Unit in Fulton)	600.00
3	New Facility Plan Review Risk Type III (include Mobile Foodservice Operation with Base and Unit in Fulton)	750.00
4	Administrative Fee for Existing Facility Change of Ownership or Name Change with NO Changes to Menu, Equipment or Structure	250.00
5	Plan Review for Existing Facility (Major: Any structural or equipment changes involving floors, walls, ceilings, plumbing, etc.)	350.00
6	Plan Review for Existing Facility (Minor: Equipment relocation, resurfacing, menu change requiring additional equipment or space, etc.)	200.00
7	HACCP/Variance Review for Existing Facility	150.00
8	Plan Resubmission (plan revision after 1 st free re-submittal)	250.00
9	Assessment for a Letter of Approval for a Vendor at a Pop -up Foodservice Operation	150.00
10	Assessment for a Letter of Approval for a Facilitator of a Pop -up Foodservice Operation Location	300.00
11	Mobile Foodservice Unit/Extended Foodservice Unit Base of Operations Assessment (for permitted food service establishments only)	150.00
12	Mobile unit administrative research fee for mobile units permitted outside of Fulton County	75.00
13	Non-profit Inspection Fee per Vendor	100.00
14	Temporary Foodservice Organizer Plan Review	300.00
15	Temporary Foodservice Plan Review	200.00
16	Temporary Foodservice Inspection Fee (1-7 Day Event)	100.00 (permit & opening inspection) 37.00/ day- Risk Type I 73.00 / day - Risk Type II
17	Temporary Foodservice Inspection Fee (8 -14 Day Event)	200.00 (permit & opening inspection) 37.00/ day - Risk Type I 73.00/ day - Risk Type 11

**Fulton County Board of Health
Environmental Health Section
Proposed Modification**

18	Annual Foodservice Inspection Fee (Risk Type I - add \$100 per bar or satellite kitchen within the same building; include Mobile Foodservice Operation with Base and Unit in Fulton)	450.00
19	Annual Foodservice Inspection Fee (Risk Type II - add \$150 per bar or satellite kitchen within the same building; include Mobile Foodservice Operation with Base and Unit in Fulton)	600.00
20	Annual Foodservice Inspection Fee (Risk Type III - add \$150 per bar or satellite kitchen within the same building; include Mobile Foodservice Operation with Base and Unit in Fulton)	750.00
21	Provisional Permit Fee (All Risk Types)	200.00
22	Mobile/Extended Foodservice Unit (Outside of Fulton County) Inspection Fee	300.00
23	Re-inspection Fee at Owner's Request (for a better score after receiving a passing score)	700.00
DESCRIPTION - LAND USE		
24	Sub division Lot Review	200.00/ lot
25	Residential Lot Site Review	200.00
26	Commercial Lot Site Review	300.00
27	Site Assessment Visit for Project Development (e.g., Environmental Assessment Requests, Road Widening, etc.)	300.00/ site visit or 300.00/ acre
28	New Residential OSSM Construction Permit with Inspection	300.00
29	New Commercial OSSM Construction Permit with Inspection up to 2000 gallons/ day	450.00
30	New Commercial OSSM Construction Permit with Inspection over 2001 gallons/day	600.00
31	Residential Repair or Modification Review, Permit & Inspection	250.00
32	Residential Minor Repair (non-absorption field related) Permit & Inspection	200.00
33	Commercial Repair or Modification Review, Permit & Inspection	300.00
34	Existing System Evaluation (no permit issued)	200.00
35	Re-inspection of OSSM Construction Installation (if unapproved at first inspection)	125.00
36	Septic or Portable Sanitation Pumper Truck Inspection & Permit	400.00

**Fulton County Board of Health
Environmental Health Section
Proposed Modification**

37	Plan Re-submission Review (after 1 st free re-submittal)	250.00
38	Well Location Review & Permit (includes one sample if requested)	250.00
39	Well Water Sampling for Fecal Coliform	110.00
40	Septic Tank Contractor Certification Test with Proctoring	110.00
DESCRIPTION - PUBLIC SWIMMING POOLS		
41	Plan Review for Pool less than or equal to 1000 square feet (new, renovation or major modification) & Construct Permit (includes piping pressure test inspection)	525.00
42	Plan Review for Pool 1001 to 2000 square feet (new, renovation or major modification) & Construction Permit (includes piping pressure test inspection)	600.00
43	Plan Review for Pool greater than or equal to 2001 square feet (new, renovation or major modification) & Construction Permit	1200.00
44	Plan Review for Pool with Features (diving board, play features, slide, etc.)	Add 150.00
45	Plan Review for Change of Ownership or Name Change without Modifications or Renovation (Hydraulic Equipment Review Required)	250.00
46	Plan Re-submission Review (after 1 st free re-submittal)	250.00
47	Piping Pressure Test Re-inspection	200.00
48	Annual Inspection Fee for Seasonal Pool with Operational Permit	525.00
49	Annual Inspection Fee for Year Round Pool with Operational Permit	700.00
50	Re-inspection Fee (after 1 st free re-inspection for Unsatisfactory Compliance)	250.00
51	Re-inspection Fee (Requested by Owner after Satisfactory Score)	700.00
52	Certified Pool Contractor Test / Re-test	220.00
53	Contractor Certification / Re-certification Fee	110.00
DESCRIPTION - TOURIST ACCOMMODATIONS		
54	Plan Review for 1 to 20 Rooms	375.00
55	Plan Review for 21 to 50 Rooms	525.00

**Fulton County Board of Health
Environmental Health Section
Proposed Modification**

56	Plan Review for 51 to 100 Rooms	675.00
57	Plan Review for More than 100 Rooms	825.00
58	Plan Re-submission (after 1 st free re-submittal)	250.00
59	Plan Review for Existing Facility (Remodel)	300.00
60	Administrative Fee for Change of Ownership or Name Change with no Remodel)	250.00
61	Annual Inspection Fee (1-20 Rooms)	475.00
62	Annual Inspection Fee (21-50 Rooms)	650.00
63	Annual Inspection Fee (51-100 Rooms)	775.00
64	Annual Inspection Fee (101+ Rooms)	900.00
65	Re-inspection Fee (Requested by Owner after receiving passing score)	700.00
DESCRIPTION - BODY ART		
66	Plan Review for New Establishment or Major Modification/ Renovation to Existing Establishment	700.00
67	Administrative Fee for Change of Ownership (no changes to structure, equipment layout, renovations, etc.)	300.00
68	Plan Re-submission (after 1 st free re-submittal)	350.00
69	Annual Inspection Fee for Body Art Facility	550.00
70	Re-inspection Fee (Requested by Owner after passing score)	700.00
71	Body Art Exam/ Re-examination Fee	125.00
72	Body Artist License	150.00
73	Body Artist License Transfer Fee	150.00
74	Guest Body Artist License	75.00/week
75	Temporary Body Art Establishment Permit (1-7 days)	400.00
DESCRIPTION - SOLID WASTE PLAN REVIEW		
76	Solid Waste (up to 7 cubic yards)	200.00
77	Solid Waste (8 to 32 cubic yards)	220.00
78	Solid Waste (33 to 56 cubic yards)	300.00
79	Solid Waste (57 to 80 cubic yards)	350.00


**Fulton County Board of Health
Environmental Health Section
Proposed Modification**

80	Solid Waste (81+ cubic yards)	450.00
DESCRIPTION – MISCELLANEOUS FEES		
81	Administrative Fee for Record Search	15.00 per hour
82	Late Fee (for any invoice)	20.00/day (max double fee)
83	Special Event (Nonprofit & For Profit) Plan Review (No food vendors)	100.00
84	Operating without a Valid Permit	Double Fee
85	Administrative Fee for Liquor License Application Review (Any Type of Facility)	220.00
86	Replacement of Lost Permit or License	125.00
87	On Site Consultation	125.00
88	Return Check Fee	51.00
89	Re-stamping of Previously Approved Plans	125.00
90	Plan Review Service or Inspection Fee for Government (Any Program)	0.00

Approved and Recommended By:


Lynn Paxton, M.D., District Health Director

Date 1/24/23


Brandon Leftwich, Dr.PH

Date 1.24.23

EXHIBIT B

**RESOLUTION OF THE FULTON COUNTY BOARD OF HEALTH TO APPROVE THE
MODIFICATION OF THE FEE SCHEDULE OF THE ENVIRONMENTAL HEALTH SERVICES
DIVISION TO PROVIDE AN ADMINISTRATIVE FEE IN FULTON COUNTY FOR MOBILE
FOOD SERVICE ESTABLISHMENTS PERMITTED IN ANOTHER COUNTY; TO SEEK
APPROVAL OF SAID MODIFICATION FROM THE FULTON COUNTY BOARD OF
COMMISSIONERS; AND FOR OTHER PURPOSES**

WHEREAS, the Official Code of Georgia ("the Code") provides that the Fulton County Board of Health has the authority pursuant to O.C.G.A. § 31-3-4 to "establish fees for the provision of public health services provided by county boards of health, including but not limited to environmental health services, which fees may be charged to persons or to establishments and premises within the county for inspection of such establishments, premises, structures and appurtenances thereto" and that all such "fees approved by the county board of health shall also be approved by the district director of health;" and

WHEREAS, pursuant to O.C.G.A. § 31-3-4(a)(6), "No fees for environmental health services may be charged unless the schedule of fees for such services has been approved by the county governing authority;" and

WHEREAS, effective as of January 1, 2023, via House Bill 1443, the Georgia Legislature amended Title 26, Chapter 2, Article 13 of the Code, in pertinent part, "to provide that mobile food service establishments that have active permits may operate in the county of origin and in one or more counties other than its county of origin without obtaining an additional permit; ... to provide for inspections of mobile food service establishments by other counties; to provide for administrative and inspection fees; ... and for other purposes;" and

WHEREAS, the District Health Director has approved and recommended to the Board of Health the modification of the Fee Schedule of the Environmental Health Services Division in order to compensate the Fulton County Board of Health for its administrative costs associated with researching the permitting status and ensuring compliance with other local rules for mobile food service establishments that are not originally permitted in Fulton County, pursuant to House Bill 1443, attached hereto as Exhibit A; and

WHEREAS, the modification will serve to remove the annual inspection fees associated with mobile food service establishments permitted in other Georgia counties, and further, to

1 remove the fee associated with the Fulton County Board of Health's plan review for mobile food
2 service establishments permitted in other Georgia counties.


3 **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of Health hereby
4 approves and adopts the modified Fee Schedule for the Environmental Health Services Division
5 as set forth in Exhibit A herein.

6 **BE IT FINALLY RESOLVED**, that this Resolution and Fee Schedule shall become
7 effective 30 days after approval by the Fulton County Board of Commissioners, and that all
8 resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the
9 extent of the conflict.

10 **SO PASSED AND ADOPTED** by the Fulton County Board of Health, this 25th day of
11 January, 2023.

12
13
14 **FULTON COUNTY BOARD OF HEALTH**

15 
16 _____
Chair, Fulton County Board of Health



Secretary, Fulton County Board of Health

17
18 Approved as to Form:

19 
20 _____
Attorney, Fulton County Board of Health

**Fulton County Board of Health
Environmental Health Section
Proposed Modification**

SERVICE NUMBER	DESCRIPTION	FEE
DESCRIPTION - FOODSERVICE		
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4	Administrative Fee for Existing Facility Change of Ownership or Name Change with NO Changes to Menu, Equipment or Structure	250.00
5	Plan Review for Existing Facility (Major: Any structural or equipment changes involving floors, walls, ceilings, plumbing, etc.)	350.00
6	Plan Review for Existing Facility (Minor: Equipment relocation, resurfacing, menu change requiring additional equipment or space, etc.)	200.00
7	HACCP/Variance Review for Existing Facility	150.00
8	Plan Resubmission (plan revision after 1 st free re-submittal)	250.00
9	Assessment for a Letter of Approval for a Vendor at a Pop -up Foodservice Operation	150.00
10	Assessment for a Letter of Approval for a Facilitator of a Pop -up Foodservice Operation Location	300.00
11	Mobile Foodservice Unit/Extended Foodservice Unit Base of Operations Assessment (for permitted food service establishments only)	150.00
12	Mobile Foodservice Unit from Outside County or Extended Foodservice Unit Connected to a Permitted Foodservice In County Plan Review	300.00
12	<u>Mobile unit administrative research fee for mobile units permitted outside of Fulton County</u>	<u>75.00</u>
13	Non-profit Inspection Fee per Vendor	100.00
14	Temporary Foodservice Organizer Plan Review	300.00
15	Temporary Foodservice Plan Review	200.00
16	Temporary Foodservice Inspection Fee (1-7 Day Event)	100.00 (permit & opening inspection) 37.00/ day – Risk Type I 73.00 / day – Risk Type II
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**Fulton County Board of Health
Environmental Health Section
Proposed Modification**

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21	Provisional Permit Fee (All Risk Types)	200.00
22	Mobile/ Extended Foodservice Unit (Base of Operations located in a different county) Annual Inspection Fee	300.00
22	<u>Mobile/Extended Foodservice Unit (Outside of Fulton County) Inspection Fee</u>	<u>300.00</u>
23	Re-inspection Fee at Owner's Request (for a better score after receiving a passing score)	700.00
DESCRIPTION - LAND USE		
24	Sub division Lot Review	200.00/ lot
25	Residential Lot Site Review	200.00
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27	Site Assessment Visit for Project Development (e.g., Environmental Assessment Requests, Road Widening, etc.)	300.00/ site visit or 300.00/ acre
28	New Residential OSSM Construction Permit with Inspection	300.00
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**Fulton County Board of Health
Environmental Health Section
Proposed Modification**

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**Fulton County Board of Health
Environmental Health Section
Proposed Modification**

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79	Solid Waste (57 to 80 cubic yards)	350.00

**Fulton County Board of Health
Environmental Health Section
Proposed Modification**

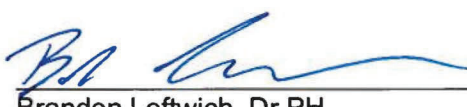
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86	Replacement of Lost Permit or License	125.00
87	On Site Consultation	125.00
88	Return Check Fee	51.00
89	Re-stamping of Previously Approved Plans	125.00
90	Plan Review Service or Inspection Fee for Government (Any Program)	0.00

Approved and Recommended By:



 Lynn Paxton, M.D., District Health Director
 1/24/23

 Date



 Brandon Leftwich, Dr.PH
 1.24.23

 Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0161

Meeting Date: 3/1/2023

Department

Senior Services

Requested Action

Request approval to increase the spending authority - Department of Senior Services, 21ITB000028ACJC, Indigent Burial in the amount of \$21,675.00 with Mutual Meadows Inc. (Peachtree Corners, GA), in order to close out invoices for FY2022 for indigent burial services. Effective upon BOC approval.

Requirement for Board Action

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

Strategic Priority Area related to this item

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background

This request to increase spending authority is necessary in order to process FY2022. The number increase would come directly from Fulton County DFACS who certifies and approved who is to be buried. The County received a higher number of burials from DFACS for FY 2022. Fulton County is obligated by the Georgia Cemetery Act (O.C.G.A. 110-14-1 et. Seq) to provide indigent burial services.

Scope of Work: Provide interment and cremation services for the indigent to include cemetery plots, furnishing of gravesites, cement vault, opening and closing of grave sites, lowering services, cremation, and interment of cremains and perpetual care. This is done pursuant to the O.C.G.A § 36-12-5, keeping of adequate records of all such interments and providing of normal maintenance care which all lot owners receive. The gravesites are located at Lakeside Memorial Gardens Cemetery, 7720 Ono Road, Palmetto, GA 30268. Indigent people are typically people with no family, no assets, and no money, and it is left to the local government to administer funeral arrangements. This program provides a decent burial for Fulton County citizens who die and have no resources to pay for the interment costs at the time of death.

Community Impact: Fulton County provides approximately 350 burials annually: 90% are adults, 3% are children ages 2 to 16, and 7% are children under 2.

Department Recommendation: The Department of Senior Services recommends approval.

Project Implications: Fulton County is obligated pursuant to O.C.G.A § 36-12-5 to provide indigent burial services. Approval of this request ensures fiscal compliance.

Community Issues/Concerns: There are no community issues or concerns regarding this action.

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

Contract Modification

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Award Amount	21-1049	12/15/2021	\$418,750.00
1 st Renewal	22-0774	10/19/2022	\$418,750.00
Increase Spending Authority			\$21,675.00
Total Revised Amount			\$859,175.00

Contract & Compliance Information

Contract Value: \$21,675.00

Prime Vendor: Mutual Meadows
Prime Status: Non-Minority
Location: Peachtree Corners, GA
County: Gwinnett County
Prime Value: \$21,675.00 or 100.00%
Subcontractor: None

Total Contract Value: \$21,675.00 or 100.00%
Total Certified Value: -0-

Exhibits Attached

Exhibit 1: Amendment No. 1 to Form of Contract

Exhibit 2: Contractor Performance Report

Contact Information

Ladisa Onyiliogwu, Director, Department of Senior Services, 404-281-4042

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$418,750.00

Previous Adjustments: \$418,750.00

This Request: \$21,675.00

TOTAL: \$859,175.00

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:**

100-183-1838-1234, General, Senior Services, Burial Services

Key Contract Terms	
Start Date: 1/1/2022	End Date: 12/31/2022
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating: 3.0

Agenda Item No.: 23-0161

Meeting Date: 3/1/2023

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/1/2022

Report Period End:
12/31/2022

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: Mutual Meadows

Contract No. 21ITB000028ACJC

Address: 5425 Peachtree Parkway, Ste 206
City, State Peachtree Corners, GA 30092

Telephone: 770-577-1364

E-mail: tkeesee13@yahoo.com

Contact: Thomas Keesee
President

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Mutual Meadows to provide indigent burial services, dated January 1, 2022, on behalf of the Senior Services Department; and

WHEREAS, the contract was renewed on October 19, 2022, as Agenda Item No. 22-0774, for January 1, 2023 through December 31, 2023, and one renewal option remains; and

WHEREAS, the Senior Services Department requested increase in spending authority of \$21,675.00 for outstanding invoice expense from the 2022 budget year; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on _____ and Item# _____.

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

This Amendment No. 1 to Form of Contract is effective as of the 15th day of February, 2023, between the County and Mutual Meadows, who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** Indigent Burials
2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$21,675.00.

3. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

[insert department head name & title]
[insert user department name]

CONSULTANT:

MUTUAL MEADOWS

Thomas A. Keesee
President

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

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

CONTRACTORS PERFORMANCE REPORT

Report Period Start		Report Period End		Contract Period Start		Contract Period End	
10/1/2022		12/30/2022		January 2022		December 2022	
Purchaser Order Number				Purchase Order Date			
Department – Senior Services							
Bid Number 21ITB000028A-CJ				Service Commodity – Aging Services			
Contractor – Mutual Meadows							
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			
	0	The contractor is compliant with providing the service of Indigent Burials. The contractor provides monthly reports and weekly reports on time. All the staff have the skills to provide the services in the contract.					
	1						
	2						
X	3						
	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)
	0	The contractor provides a good response to inquiries and to questions about provisions of service within the contract. The contractor has agreed to initiate an action plan if there are changes needed.
	1	
	2	
X	3	
	4	
3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
	0	The contractor will respond via telephone or email if there are issues or inquiries with the service delivery model. The contractor is very helpful to assist and find solutions to any problems in service.
	1	
	2	
X	3	
	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – So Substitutions)
	0	The contractor provides proper invoicing with supportive documentation and stays within the budgeted allocation.
	1	
	2	
X	3	
	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
	0	The contractor's credentials align with the needed experience and appropriateness to deliver the services, specifically for Indigent Burials. Indigent Burial services only are provided by this contractor.
	1	
	2	
X	3	
	4	
Overall Performance Rating		3.0
Date 1/20/2023		
Would you select/recommend this vendor again?		Yes
Rating completed by:		
Department Head Name:		Ladisa Onyiliogwu, Director
Department Head Signature		



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0162

Meeting Date: 3/1/2023

Department

Public Works

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

Request approval of the lowest responsible bidder - Public Works Department, 22ITB1366384K-JAJ, Sanitary Sewer Extension on Manning Drive, Pinetree Circle, & Cold Creek Drive in an amount not to exceed \$3,269,450.00 with Site Engineering, Inc., (Doraville, GA) to provide construction services for the installation of sanitary sewer within the City of Alpharetta. Effective upon execution of contract for three hundred 300 calendar days upon issuance of the Notice to Proceed.

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

In accordance with the State of Georgia O.C.G.A § 36-91-20, Georgia Local Government Public Works Construction Law, all competitive sealed bids costing \$100,000.00 or more for public works construction projects shall be forwarded to the Board of Commissioners for approval.

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

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.)*

Scope of Work: Fulton County was petitioned by a majority of property owners along Manning Drive, Pinetree Circle, and Cold Creek Drive within the City of Alpharetta to provide sanitary sewer to the properties located along these streets. This project addresses those identified needs by constructing approximately 3,000 linear feet of sanitary sewer lines and associated facilities to serve this

community.

Community Impact: This project will provide access to Fulton County's publicly owned treatment works for the single family properties along Manning Drive, Pinetree Circle, and Cold Creek Drive.

Department Recommendation: The Public Works Department recommends approval of this item.

Project Implications: Without access to Fulton County's sanitary sewer system re-development plans in this area will be stymied.

Community Issues/Concerns: A majority of the homeowners that would reside within this sanitary sewer services area have signed the petition to request this project. No other concerns were noted.

Department Issues/Concerns: No department issues or concerns have been noted.

Contract Modification: This is a new procurement

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

Prime Contractor: Site Engineering
Prime Status: SBE
Location: Doraville, GA
County: DeKalb County
Prime Value: \$2,134,623.91 or 65.29%

Subcontractor: JDJ Hauling
Subcontractor Status: African American Male Business Enterprise
Location: Decatur, GA
County: Decatur County
Subcontractor Value: \$1,134,826.10 or 34.71%

Total Contract Value: \$3,269,450.00 or 100.00%
Total Certified Value: \$3,269,450.00 or 100.00%

Exhibits Attached

Exhibit 1: Bid Tabulation Sheet

Exhibit 2: Contractor's Performance Report

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

David E. Clark, Director, Public Works Department 404-612-2804

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$3,269,450.00
TOTAL: \$3,269,450.00

Grant Information Summary

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

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

203-540-5400-S234: Water & Sewer R&E, Public Works,

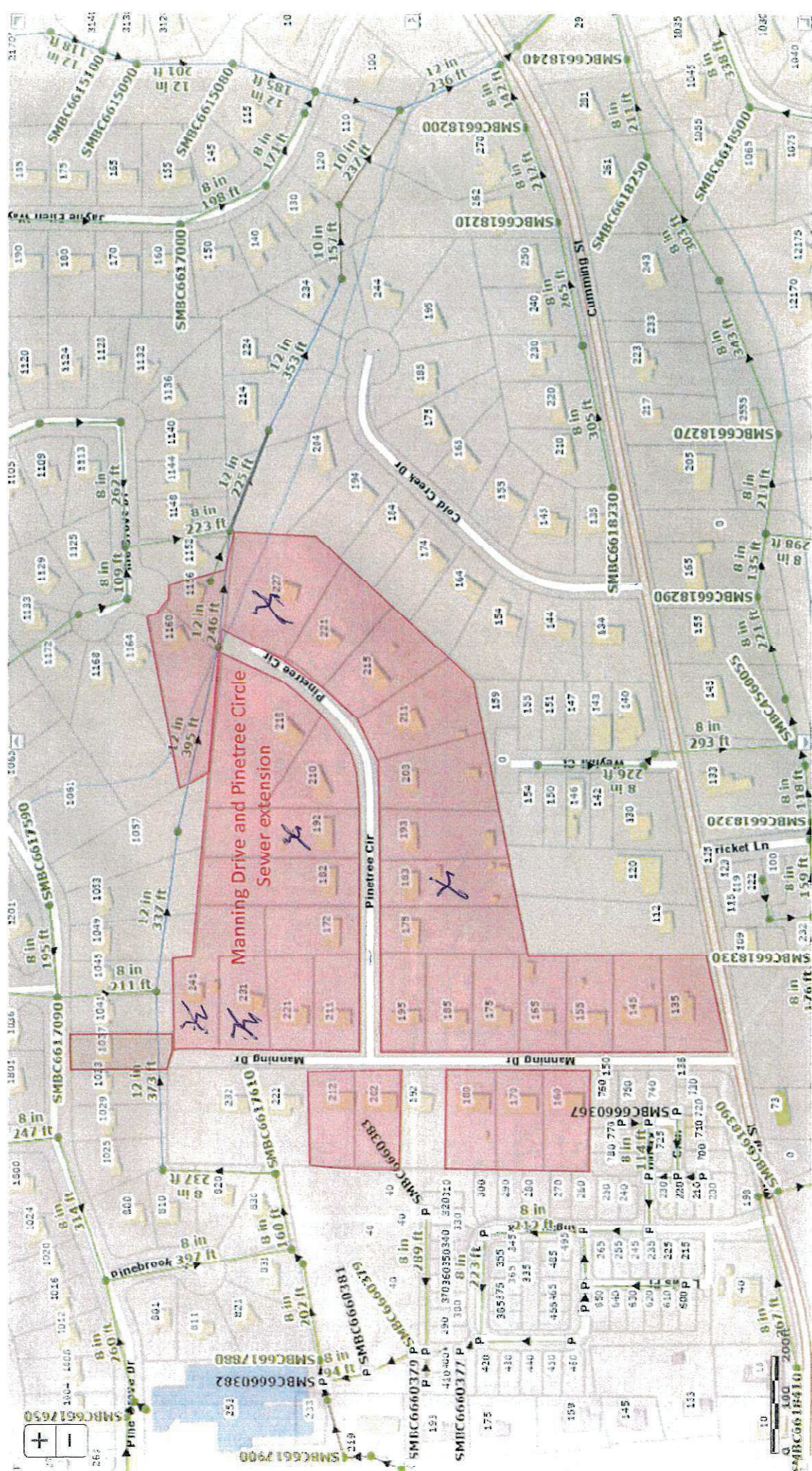
Key Contract Terms	
Start Date: Upon NTP	End Date: 300 Calendar days
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating: 4.0**Would you select/recommend this vendor again?**

Yes

Report Period Start: 10/1/2022
Report Period End: 12/31/2022

X No





DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

BID TABULATION SHEET Sanitary Sewer Extension Manning Drive, Pinetree Circle & Cold Creek Drive

22ITB1366384K-JAJ

DATE: 1/12/2023

TOTAL NUMBER OF BIDDERS: 1

James A. Jones
APA

* CONTRACTOR'S NAME	BID BOND YES/NO	TOTAL BASE BID AMOUNT	GA UTILITY LICENSE YES/NO	E-verify Number
*Site Engineering, Inc.	Y	\$3,269,450.00	Y	656501

*INDICATES BUSINESS IS LOCATED IN FULTON COUNTY

THE RESULTS RECEIVED IN RESPONSE TO THIS SOLICITATION DOES NOT REFLECT AWARD OF THIS CONTRACT. RESPONSES WILL BE FURTHER EVALUATED BY FULTON COUNTY REPRESENTATIVES.



DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT

CONSTRUCTION SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
10/1/2022	12-31-2022	1/1/2022	12/31/2022

Purchaser Order Number	Purchase Order Date
540 19ITB122250K-EC(A)R	

Department

Public Works

Bid Number

Service Commodity

ITB: 19ITB122250K-(EC(A)

STANDBY MISCELLANEOUS CONSTRUCTION

Contractor

SITE ENGINEERING, INC.

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. Project Development

(Specification Compliance – Technical Excellence –
Reports/Administration – Personnel Qualification

<input type="radio"/> 0	Comments: Miscellaneous jobs and crews, all professional and proficient. Sub-contractor Llano Construction is included in my report on each performance rating.
<input type="radio"/> 1	
<input type="radio"/> 2	
<input type="radio"/> 3	
<input checked="" type="radio"/> 4	

2. Design

(Were Milestones Met Per Contract – Reliability
- Responsiveness to Directions/Change
– On Time Completion Per Contract - Liquidated Damages)

<input type="radio"/> 0	Comments: All personal are reliable and flexible with changes.
<input type="radio"/> 1	
<input type="radio"/> 2	
<input type="radio"/> 3	
<input checked="" type="radio"/> 4	

3. Award - Proposal Development		(Timeless/Due Duties - Reasonable/Cooperative - Flexible/Motivated)
<input type="radio"/>	0	Comments: Personnel were always on time and ready to complete each task. Management and personnel were reasonable about correcting issues promptly.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
4. Constructions		(Mobilization Timely - Were Milestones Met - Met/Exceeded Specification - Within Budget Performance - Proper Invoicing - Quality of Work Responsive to Owner)
<input type="radio"/>	0	Comments: Stayed within budget and turned in documents in a timely manner. Mobilization always acceptable
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
5. Contractors Key Personnel		(Credential/Experience Appropriate- Effective Supervision/Management - Available as Needed)
<input type="radio"/>	0	Comments: Staff is well experienced and compliant to managements direction.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	4.00	Date	1/5/2023
Would you select/recommend this vendor again?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Rating completed by:	Pamela Keel <i>PK 1.5.23</i> <i>P.K.P.</i>		
Department Head Name:			
Department Head Signature	<i>[Signature]</i> <i>1/5/23</i>		

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

Submit

Print

Save



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0163

Meeting Date: 3/1/2023

Department

Public Works

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

Request approval of an Intergovernmental Agreement (IGA) between Fulton County and the City of Milton, GA for water main relocations associated with the intersection improvement at Hopewell Road and Bethany Bend in the City of Milton, GA, in an estimated amount of \$503,585.00.

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

GA CONST Art. 9, § 3, ¶ 1 provides that the County may contract for any period not exceeding 50 years with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities that the contracting parties are authorized by law to undertake or provide. O.C.G.A. § 36-10-1 provides 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)*

Choose an item.

Commission Districts Affected

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

Is this a purchasing item?

Yes

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

Scope of Work: The City of Milton has recently constructed improvements to the intersection at Hopewell Road and Bethany Bend. The project included road widening and the construction of a

roundabout including landscaped medians and sidewalk improvements. As part of this roadway project, approximately 2,380 linear feet of 8-inch water main with appurtenances needed to be relocated within the current right-of-way. Water service remained uninterrupted during the construction period. The City of Milton bid out the roadway improvements in mid-2022 and included the water main relocation work as part of the project. The City is now requesting the execution of an IGA with Fulton County to allow it to be reimbursed for the water main relocation work already completed. Fulton County staff was on-site during the relocation of the water main and ensured that its construction was done to Fulton County standards. The cost of the relocation and installation of the impacted water mains was \$503,585.00 and 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 an 8-inch water main serving properties along Hopewell Road. The road improvements affected the existing water lines that serve the developments in this area as well as the distribution system in the City of Milton. There were no water outages during the construction of the project as services were disconnected from the existing water main and tied into the new main.

Department Recommendation: The Department of Public Works believes that the most cost-effective way to complete the relocation of the water main was to allow the City of Milton to bid out the work as part of its roadway project. This format has been used on several previous projects with the City of Milton and has proven to be beneficial for both parties. Therefore, Public Works recommends that Fulton County enter into the IGA with the City of Milton.

Project Implications: The road improvements impact the existing water mains due to modifications of existing grades with roundabout and road widening along Hopewell 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 the construction of the relocations, water service was maintained.

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

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

“New Procurement.”

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

The City of Milton

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)***Exhibit-A Quantities & Cost Estimate Hopewell @ Bethany Bend****Exhibit-B IGA Hopewell Road @ Bethany Bend****Contact Information** *(Type Name, Title, Agency and Phone)*

The City of Milton

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount:

Previous Adjustments:

This Request: \$503,585.00

TOTAL: \$503,585.00

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:**

203-540-5400-H065 / Water & Sewer Renewal and Extension Fund

Key Contract Terms	
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:

Exhibit A

HOPEWELL RD @ BETHANY BEND/WAY

WATER MAIN INSTALLATION QUANTITIES & COST ESTIMATES

PAY ITEM #	ITEM	QUANTITY		UNIT COST	AMOUNT
171 - 0030	TEMPORARY SILT FENCE, TYPE C	2500	LF	\$4.00	\$10,000.00
500 - 3101	CLASS A CONCRETE	50	C	\$150.00	\$7,500.00
600 - 0001	FLOWABLE FILL	70	C	\$250.00	\$17,500.00
611 - 8120	ADJUST WATER METER BOX TO GRADE	5	EA	\$400.00	\$2,000.00
611 - 8140	ADJUST WATER VALVE BOX TO GRADE	5	EA	\$400.00	\$2,000.00
670 - 1060	WATER MAIN, 6 IN, DIP	100	LF	\$45.00	\$4,500.00
670 - 1080	WATER MAIN, 8 IN, DIP	2380	LF	\$75.00	\$178,500.00
670 - 1500	CAP OR REMOVE EXISTING WATER MAIN	8	EA	\$2,500.00	\$20,000.00
670 - 2500	INSERTION VALVE (8-12 inch)	5	EA	\$12,000.00	\$60,000.00
670 - 2060	GATE VALVE, 6 IN	5	EA	\$1,500.00	\$7,500.00
670 - 2080	GATE VALVE, 8 IN	8	EA	\$2,000.00	\$16,000.00
670 - 2100	GATE VALVE, 10 IN (if necessary)	1	EA	\$3,500.00	\$3,500.00
670 - 2002	VALVE MARKER	50	EA	\$25.00	\$1,250.00
670 - 3087	TAPPING SLEEVE & VALVE ASSEMBLY	5	EA	\$8,000.00	\$40,000.00
670 - 3108	TAPPING SLEEVE & VALVE ASSEMBLY	1	EA	\$10,000.00	\$10,000.00
670 - 4000	FIRE HYDRANT	6	EA	\$5,500.00	\$33,000.00
669 - 5620	WATER SERVICE LINE, 1 IN	100	LF	\$9.00	\$900.00
670 - 5010	WATER SERVICE LINE, 1 IN	60	LF	\$10.00	\$600.00
670 - 5020	WATER SERVICE LINE, 2 IN	50	LF	\$12.00	\$600.00
615 - 1000	STELL CASING JACK & BORE	85	LF	\$120.00	\$10,200.00
616 - 1001	cut)	85	LF	\$70.00	\$5,950.00
670 - 9710	RELOCATE EXITING FIRE HYDRANT	1	EA	\$2,000.00	\$2,000.00
670 - 9720	RELOCATE EXITING WATER VALVE, INC	2	EA	\$500.00	\$1,000.00
670 - 9730	RELOCATE EXITING WATER METER, INC	2	EA	\$500.00	\$1,000.00
670 - 9920	REMOVE EXIST FIRE HYDRANT	2	EA	\$450.00	\$900.00
668 - 8050	ADJUST MH TO GRADE	1	EA	\$1,500.00	\$1,500.00
	EMS MARKING TAPE	0	LF		
Subtotal					\$437,900.00
Task Allowance: (As designated by Fulton County Project Manager)					\$65,685.00
TOTAL COST					\$503,585.00

**INTERGOVERNMENTAL AGREEMENT
BETWEEN FULTON COUNTY, GEORGIA
AND CITY OF MILTON, GEORGIA**

For Hopewell Road @ Bethany Bend Project

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is executed as of ____ day of _____, 20__, by and between the **CITY OF MILTON, GEORGIA** (“City” or “City of Milton”), a municipality of the State of Georgia, and **FULTON COUNTY GEORGIA** (“County” or “Fulton County”), a political subdivision of the State of Georgia. The term “Party” refers individually to either City of Milton or Fulton County and the term “Parties” refers to both City of Milton and Fulton County.

WHEREAS, the City has undertaken a project to improve the intersection of Hopewell Road @ Bethany Bend. (hereinafter, “Project”) through its competitive bidding procedures; and

WHEREAS, the County has the following utility (Water) facilities which must be adjusted or relocated and provide connection along new roadway as a result of the proposed contract: The facilities include fire hydrant, water main, water meter and valve boxes, as shown on construction plans for the Project; and

WHEREAS, the County does not have adequate equipment and staff to adjust its facilities or for other reasons considers it advantageous to have this work included in the City’s construction contract; and

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, the County and City desire to enter into an IGA wherein the City, through its Contractor, can adjust and relocate the County’s facilities in a more economical and efficient manner without disruption to the Project and

WHEREAS, as consideration for the City’s relocation work, County will reimburse the relocation cost to the City; and

WHEREAS, the County and City 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, the County and the City covenant, agree and bind themselves as follows:

I. PURPOSE.

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

II. COMPENSATION AND PAYMENT.

The total estimated cost of work contemplated under this IGA is \$503,585.00 (Five Hundred Three Thousand Five Hundred Eighty Five dollars and No Cents). This \$503,585.00 amount shall be the total Fulton County contribution to the work contemplated under this IGA and is the maximum amount of Fulton County's obligation under this IGA, unless the IGA is amended by the parties. It is agreed that the compensation hereinafter specified includes both direct and indirect costs incurred in the performance of this IGA under generally accepted accounting principles and as allowed in the Federal Acquisition Regulations Subpart 31.6 and not prohibited by the laws of the State of Georgia. Should either party, pursuant to the provisions of this IGA, terminate the work under this IGA, the performing party/s shall be paid for the percentage of work completed at the point of termination, in addition to any just claims by the performing party/s.

III. OVERVIEW.

The Project contemplated by this IGA consists of:

- (i) Constructing the waterline relocation for the **Hopewell Road @ Bethany Bend Project**. Upon completion of the work and upon certification by the City's and County's Engineers that the work has been completed in accordance with the plans and specifications, the County will accept the adjusted and additional facilities and will thereafter operate and maintain said facilities without further cost to the City or its contractor.

IV. FULTON COUNTY RESPONSIBILITIES.

1. County agrees that the Project design is accurately shown in the plans and specifications attached hereto as Exhibit A.
2. The County shall have the right to visit and to inspect the work at any time and to advise the City's Engineer-in-Charge of any observed discrepancies or potential problems.
3. The 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. The County is responsible to reimburse all material and labor costs to the City related to specified utility relocations for this Project that are completed to the reasonable satisfaction of the County in accordance with the plans and specifications. The reimbursement shall be based on the actual construction costs and shall be paid by the County within fort-five (45)

- days after request by the City.
5. The County shall be responsible to assure that all utility work is accomplished in accordance with the plans and specifications.

V. CITY OF MILTON 'S RESPONSIBILITIES.

1. The City shall undertake the contracting and assume responsibility for its management and completion.
2. All work, necessary for the adjustment or relocation of the described utilities in accordance with the final plans shall be included in the contract and let to bid by the City.
3. All construction, engineering and contract supervision shall be the responsibility of the City. The City shall consult with the County before authorizing any changes or deviations which affect the County's facilities.
4. The City 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.

VI. ADDITIONAL UNDERSTANDINGS.

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

1. The Parties shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this IGA.
2. It is not the intent of this IGA to restrict the Parties to this IGA from their involvement or participation with any other public or private individuals, agencies or organizations.
3. It is not the intent or purpose of this IGA to create any rights, benefits and/or trust responsibilities by or between the Parties.
4. This IGA shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the IGA or keep in place any contract, except as specifically provided in this IGA.

VII. TERM. This IGA shall be effective upon execution by both Parties and continue until completion of the Project and full reimbursement for the cost of the work by the County, unless the IGA is terminated by either Party, and in no event shall exceed a fifty (50) year term. The parties may agree to amend this IGA at any time.

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

1. If the other Party commits a material breach of the IGA and fails to cure said breach to the non-breaching Party's satisfaction after receiving thirty (30) days written notice; or

2. Without cause, if the terminating party gives ninety (90) days prior written notice to the other Party.

IX. RESPONSIBILITY FOR CLAIMS AND LIABILITY.

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

X. INSURANCE.

Prior to beginning work, City shall obtain and, where City is utilizing the services of a contractor to carry out the work, shall also cause its contractors to obtain and furnish certificates of insurance for the following minimum amounts of insurance prior to the undertaking of any of the activities contemplated under this IGA, as applicable:

- i. Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
- ii. Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence. Where City of Milton is utilizing the services of a contractor to carry out the work, it shall also cause its contractors

to obtain and furnish certificates of insurance in which Fulton County is named as an "Additional Insured."

- iii. Property Damage Insurance in an amount of not less than fifty thousand dollars (\$50,000) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars (\$100,000).

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

XI. CONFIDENTIALITY.

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

XII. REPRESENTATIONS REGARDING DATA.

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

XIII. TIME OF PERFORMANCE.

Time is of the essence in all matters pertaining to this IGA. The City shall perform its responsibilities under this IGA, commencing on receipt of written "Notice to Proceed" from Fulton County, shall complete the Project (based on the construction time).

XIV. REVIEW OF WORK.

Authorized representatives of Fulton County may at all reasonable times review and inspect the activities and data collected under the terms of this IGA and any amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps and computations prepared by or for the City . Fulton County reserves the right for reviews and acceptance on the

part of affected public agencies, railroads and utilities insofar as the interest of each is concerned. Acceptance shall not relieve the City of its professional obligation to correct, at its expense, any of its errors in the work. Fulton County's review recommendations shall be incorporated into the work activities of the City.

The City shall keep accurate records in a manner approved by Fulton County with regard to the activities conducted under this IGA and submit to Fulton County upon request, such information as is required in order to ensure compliance with this agreement.

XV. 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 pending the execution of the Agreement, and supersedes all previous agreements and understandings between them, oral or written, and may be amended only in a document executed by both Parties. No amendment, modification, termination, or waiver of any provision of this IGA, nor consent to any departure by the Parties, shall in any event be effective unless the same shall be in writing and signed by Fulton County and City, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
- B. **Governing Law.** This IGA and the Parties' rights and obligations hereunder, shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws rules.
- C. **Limitation on liability.** No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this IGA. Nothing herein shall be construed as a waiver of any Party's sovereign immunity.
- D. **Representations and Warranties of the Parties.** In furtherance of the public purposes of this IGA, Fulton County and City hereby represent and warrant to each other (which representations and warranties shall be deemed independently material notwithstanding any prior inquiries) the following:
 - 1. **Authority.** Each Party hereto expressly represents and warrants that (i) it has the power to make, deliver and perform this IGA, and has taken all necessary action to authorize the execution, delivery and performance of this IGA; (ii) this IGA when executed will constitute the valid obligations with respect to it legally binding upon the same and enforceable in accordance with the terms hereof; and (iii) no further consent or approval of any other Party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this IGA. Without limiting the generality of the foregoing, each Party hereby expressly acknowledges and represents that it has officially adopted and otherwise approved this IGA at a meeting of its governing authority in accordance with the Constitution and

laws of the State of Georgia, to include, without limitation, the Georgia Open Meetings Act, O.C.G.A. 50-14-1 et seq.

2. **Public Purpose.** This IGA and the services contemplated herein are for the public welfare and benefit and are undertaken in accordance with the laws and Constitution of the State of Georgia. Without limiting the foregoing, the parties specifically and expressly warrant and represent, and do hereby find, that this IGA (i) pertains to the provision of services and activities which the Parties are by law authorized to undertake and provide; (ii) is otherwise authorized under the Intergovernmental Contracts Clause of the Georgia Constitution of 1983, Art. IX, Sec. III, Par. 1(a); (iii) does not authorize the creation of new debt" as contemplated by Ga. Const. of 1983, Art. IX, Sec. V. Par. I(a); and (iv) does not violate O.C.G.A. § 36-30-3(a) or otherwise prevent fee legislation by any Party in matters of government, and shall be binding and enforceable against the Parties and their successors during the term hereof in accordance with its terms.

- E. **No Conflicting Agreements.** The execution, delivery and performance of this IGA will not violate or contravene any contract, undertaking, instrument or other agreement to which Fulton County and/or the City are a Party or which purport to be binding upon said parties. Furthermore, the execution, delivery and performance of this IGA does not violate the provisions of any Party's respective charter or Code of Ordinances, or any statutory or decisional laws of the State of Georgia respecting similarly situated municipal corporations or political subdivisions of said State (as the case may be). The representations and warranties contained in this section shall be true and correct as of the date hereof and such representations and warranties, and the obligation of Fulton County and the City to perform their respective obligations under this IGA shall be expressly conditioned upon said representations and warranties being true and correct on the date hereof. Furthermore, each Party hereto specifically acknowledges and agrees that they shall be forever estopped from making any claim, counterclaim, assertion, or other argument of any kind contrary to the representations and warranties set forth hereinabove or otherwise contained in this IGA.
- F. **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 the City. Subject to the foregoing, this IGA shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
- G. **No Third-Party Beneficiaries.** This IGA is made between and limited to Fulton County and the City, 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 the City, and no other person or entity shall be considered a third-party beneficiary by virtue of this IGA or otherwise entitled to enforce the terms of this IGA for any reason whatsoever.

- H. **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.
- I. **Relationship of Parties.** Notwithstanding anything in this IGA to the contrary, neither Party shall have the power to bind nor obligates the other Party except as expressly set forth in this IGA.
- J. **Survival of Representations.** All terms, conditions, covenants, warranties contained in any determination of this IGA shall survive the termination of this IGA until amended by the applicable governing authority.
- K. **Notices.** Any notice or communication required or permitted under this IGA shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the following addresses:

To 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 City of Milton:

Sara Leaders
City of Milton Public Works
2006 Heritage Walk
Milton, GA 30004

Copy to:

Jarrard & Davis, LLP
222 Webb Street
Cumming, GA 30040

- L. **Severability Clause.** In the event that any provision of this IGA shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this IGA shall be determined to be unlawful or otherwise unenforceable, the remainder of the IGA shall remain

in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find any provision of this IGA to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

[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.

CITY OF MILTON, GEORGIA

By: [Signature]
Peyton Jamison, Mayor

Attest:

By: [Signature]
City Clerk



Approved as to Form:

By: [Signature]
City Attorney
Dec. 14, 2021

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: _____
County Attorney

Exhibit A

HOPEWELL RD @ BETHANY BEND/WAY

WATER MAIN INSTALLATION QUANTITIES & COST ESTIMATES

PAY ITEM #	ITEM	QUANTITY		UNIT COST	AMOUNT
171 - 0030	TEMPORARY SILT FENCE, TYPE C	2500	LF	\$4.00	\$10,000.00
500 - 3101	CLASS A CONCRETE	50	C	\$150.00	\$7,500.00
600 - 0001	FLOWABLE FILL	70	C	\$250.00	\$17,500.00
611 - 8120	ADJUST WATER METER BOX TO GRADE	5	EA	\$400.00	\$2,000.00
611 - 8140	ADJUST WATER VALVE BOX TO GRADE	5	EA	\$400.00	\$2,000.00
670 - 1060	WATER MAIN, 6 IN, DIP	100	LF	\$45.00	\$4,500.00
670 - 1080	WATER MAIN, 8 IN, DIP	2380	LF	\$75.00	\$178,500.00
670 - 1500	CAP OR REMOVE EXISTING WATER MAIN	8	EA	\$2,500.00	\$20,000.00
670 - 2500	INSERTION VALVE (8-12 inch)	5	EA	\$12,000.00	\$60,000.00
670 - 2060	GATE VALVE, 6 IN	5	EA	\$1,500.00	\$7,500.00
670 - 2080	GATE VALVE, 8 IN	8	EA	\$2,000.00	\$16,000.00
670 - 2100	GATE VALVE, 10 IN (if necessary)	1	EA	\$3,500.00	\$3,500.00
670 - 2002	VALVE MARKER	50	EA	\$25.00	\$1,250.00
670 - 3087	TAPPING SLEEVE & VALVE ASSEMBLY	5	EA	\$8,000.00	\$40,000.00
670 - 3108	TAPPING SLEEVE & VALVE ASSEMBLY	1	EA	\$10,000.00	\$10,000.00
670 - 4000	FIRE HYDRANT	6	EA	\$5,500.00	\$33,000.00
669 - 5620	WATER SERVICE LINE, 1 IN	100	LF	\$9.00	\$900.00
670 - 5010	WATER SERVICE LINE, 1 IN	60	LF	\$10.00	\$600.00
670 - 5020	WATER SERVICE LINE, 2 IN	50	LF	\$12.00	\$600.00
615 - 1000	STELL CASING JACK & BORE	85	LF	\$120.00	\$10,200.00
616 - 1001	cut)	85	LF	\$70.00	\$5,950.00
670 - 9710	RELOCATE EXISTING FIRE HYDRANT	1	EA	\$2,000.00	\$2,000.00
670 - 9720	RELOCATE EXISTING WATER VALVE, INC	2	EA	\$500.00	\$1,000.00
670 - 9730	RELOCATE EXISTING WATER METER, INC	2	EA	\$500.00	\$1,000.00
670 - 9920	REMOVE EXIST FIRE HYDRANT	2	EA	\$450.00	\$900.00
668 - 8050	ADJUST MH TO GRADE	1	EA	\$1,500.00	\$1,500.00
	EMS MARKING TAPE	0	LF		
Subtotal					\$437,900.00
Task Allowance: (As designated by Fulton County Project Manager)					\$65,685.00
TOTAL COST					\$503,585.00



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0164

Meeting Date: 3/1/2023

Department

Public Works

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

Request approval of an Intergovernmental Agreement (IGA) between Fulton County and the City of Alpharetta, GA for water main relocations associated with the Webb Bridge Road Roadway Improvements between East of North Point Parkway to Big Creek Greenway in the City of Alpharetta, GA, in an estimated amount of \$333,925.00.

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

GA CONST Art. 9, § 3, ¶ 1 provides that the County may contract for any period not exceeding 50 years with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities that the contracting parties are authorized by law to undertake or provide. O.C.G.A § 36-10-1 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)*

Choose an item.

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The City of Alpharetta has recently bid out road improvements to Webb Bridge

Road from East of North Point Parkway to Big Creek Greenway. The project included road widening and the construction of a bridge contained landscaped medians and sidewalk improvements. As part of this roadway project, approximately 1,405 linear feet of 8-inch water main with appurtenances needed to be relocated within the current right-of-way. Water service will remain uninterrupted during the construction period. The City of Alpharetta bid out the roadway improvements in January 2023 and included the water main relocation work as part of the project. The City of Alpharetta is now requesting the execution of an IGA between Fulton County and the City of Alpharetta to allow it to be reimbursed for the water main relocation work after completion. Fulton County staff will be on-site during the relocation of the water main to ensure that its construction has been done to Fulton County standards. The cost of the relocation and installation of the impacted water mains is \$333,925.00 and 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 an 8-inch water main serving properties along Webb Bridge Road. The road improvements will affect the existing water lines that serve the developments in this area as well as the distribution system in the City of Alpharetta. There were no water outages during the construction of the project as services were disconnected from the existing water main and tied into the new main.

Department Recommendation: The Department of Public Works believes that the most cost-effective way to complete the water main relocations was to allow the City of Alpharetta to bid out the work as part of its roadway project. This format has been used on several previous projects with the City of Alpharetta and has proven to be beneficial for both parties. Therefore, Public Works recommends that Fulton County enter into an IGA with the City of Alpharetta.

Project Implications: The road improvements impact the existing water mains due to modifications of existing grades with bridge replacement and road widening along Webb Bridge 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 the construction of the relocations, water service has to be maintained.

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

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

“New Procurement.”

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

The City of Alpharetta

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

Exhibit-B Quantities & Cost Estimate Webb Bridge Phase-3

Exhibit-A IGA Webb Bridge Road Phase-3

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

The City of Alpharetta

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount:

Previous Adjustments:

This Request: \$333,925.00

TOTAL: \$333,925.00

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:

203-540-5400-H065, Water & Sewer Renewal and Extension Fund

Funding Line 2:

Key Contract Terms	
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:



2 PARK PLAZA
ALPHARETTA, GA 30009
PHONE: 678.297.6000
WWW.ALPHARETTA.GA.US

Tonya R. Grier
Fulton County Clerk to the Board of Commissioners
Office of the Clerk to the Commission
141 Pryor Street
10th Floor
Atlanta, Georgia 30303

Dear Ms. Grier:

Please find enclosed two (2) originals of the Intergovernmental Agreement between Fulton County, Georgia and City of Alpharetta, Georgia for the Webb Bridge Road Utility Relocation Project that was approved by our Mayor and City Council on December 12, 2022.

Once executed, please return one of the originals to our office.

Also enclosed are four (4) originals of the Intergovernmental Agreement by and between the City of Alpharetta, Georgia, the City of Johns Creek, Georgia, the Fulton County Sheriff's Office, and Fulton County, Georgia, to board and provide for the housing of inmates at the Alpharetta Jail that was approved by our Mayor and City Council on January 17, 2023.

Once this is executed, if you could please return one of the originals to our office and one to the Johns Creek City Clerk's Office, I would greatly appreciate it.

Please feel free to reach out to me if you have any questions.

Thank you for your assistance,

A handwritten signature in blue ink that reads "Lauren Shapiro".

Lauren Shapiro
City Clerk for the City of Alpharetta Georgia

MAYOR
JIM GILVIN

MAYOR PRO TEM
DAN MERKEL

COUNCIL MEMBERS
JASON BINDER
DOUGLAS J. DERITO
JOHN HIPES
DONALD F. MITCHELL
BRIAN WILL

CITY ADMINISTRATOR
CHRIS LAGERBLOOM

**INTERGOVERNMENTAL AGREEMENT
BETWEEN FULTON COUNTY, GEORGIA
AND CITY OF ALPHARETTA, GEORGIA**

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

WHEREAS, CITY proposes to undertake a transportation project identified as “Webb Bridge Road from East of North Point Parkway to Big Creek Greenway Bridge Replacement and Roadway Improvements” (“**PROJECT**”) by contract through its competitive bidding procedures; and

WHEREAS, COUNTY has fire hydrant, water main, water meter, service lines, and valves (“**UTILITIES**”), as shown on construction plans for the PROJECT, which must be adjusted or relocated as a result of the PROJECT (“**UTILITIES RELOCATION**”); and

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

WHEREAS, the plans and specifications for the UTILITIES RELOCATION have been approved by both CITY and COUNTY and are attached hereto and incorporated herein as **Exhibit “A”** (“**PLANS**”); and

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

WHEREAS, as consideration for CITY performing the UTILITIES RELOCATION, COUNTY will reimburse the cost of the UTILITIES RELOCATION to CITY; and

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

NOW THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual promises, covenants and undertakings of the Parties hereinafter set forth, and for the public purposes

herein contained and provided for, COUNTY and CITY covenant, agree, and bind themselves as follows:

I. PURPOSE.

This IGA is entered into with the understanding by the Parties that the primary objective of this IGA is to promote a public purpose—specifically, the improvement of transportation and utility infrastructure.

II. COMPENSATION AND PAYMENT.

1. The approximate non-binding estimate of the total cost of the UTILITIES RELOCATION work contemplated under this IGA, subject to change based upon bid acceptance and as otherwise provided herein, is **\$333,925.00 (Three Hundred Thirty-Three Thousand and Nine Hundred Twenty-Five Dollars)**. COUNTY shall pay to CITY 100% of the final cost of the UTILITIES RELOCATION work, as such cost is determined pursuant to the terms of this IGA, performed on behalf of 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 CITY, CITY shall notify COUNTY in writing of the cost amount due CITY. COUNTY shall promptly respond to CITY with either its acceptance of the amount payable by COUNTY for the UTILITIES RELOCATION or its reasonable determination that there is a material discrepancy or error in the calculation of the amount due CITY. The parties agree that if COUNTY has not responded to CITY's notice of the accepted bid contract amount within fourteen (14) days after COUNTY's receipt of such notice, COUNTY will be deemed to have accepted such amount and, therefore, CITY will proceed with the work necessary for the UTILITIES RELOCATION as provided herein.
3. CITY will provide COUNTY with monthly invoices in amounts equal to the amounts CITY has paid each month to the contractor performing the UTILITIES RELOCATION. COUNTY shall pay such invoices within thirty (30) days from receipt. Upon completion of the UTILITIES RELOCATION, CITY shall submit a final invoice to COUNTY as provided herein.
4. Subject to the provisions of Section X below, 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, CITY shall negotiate prices with the contractor and enter into a supplemental agreement with the contractor for completion of the additional items. COUNTY shall bear 100 percent of the additional cost of the UTILITIES RELOCATION, including, without limitation, the cost of any improvements or betterments to the UTILITIES requested by COUNTY, as determined in accordance with this IGA.

5. The final cost of the UTILITIES RELOCATION work performed on behalf of 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 UTILITIES RELOCATION has been completed, CITY shall determine the final cost to be borne by COUNTY and, as the case may be, shall refund to COUNTY or shall request of COUNTY an additional payment in the amount of the difference between the final cost to be borne by COUNTY and the amount which COUNTY has previously paid to CITY. In the event additional payment is due to CITY, COUNTY agrees to pay same within thirty (30) days after the invoice is received from CITY. In the event a refund is due COUNTY, CITY agrees to pay COUNTY within thirty (30) after the refund amount is determined by CITY.

III. OVERVIEW.

The work contemplated by this IGA consists of constructing the UTILITIES RELOCATION for the PROJECT. Upon completion of the work and upon certification by CITY and COUNTY's engineers that the work has been completed in accordance with the PLANS, COUNTY will accept the adjusted, relocated, and additional facilities and will thereafter operate and maintain said facilities without further cost to CITY or its contractor. The maintenance and operations activities of the facilities will be subject to the COUNTY's rules, policies, procedures, standards, and specifications. The COUNTY agrees that these facilities will be subject to CITY's rules, policies, procedures, standards, and specifications related to utility accommodations within the CITY's right-of-way.

IV. COUNTY'S RESPONSIBILITIES.

1. COUNTY agrees that the PROJECT and UTILITIES RELOCATION design are accurately shown in the PLANS attached hereto as Exhibit "A".
2. In accordance with Section X below, 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 COUNTY's UTILITIES at any time and to advise CITY's Project Manager / Engineer-in-Charge of any observed discrepancies or potential problems.
3. 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, COUNTY is responsible to reimburse all material and labor costs to CITY related to the UTILITIES RELOCATION for the PROJECT.

V. CITY'S RESPONSIBILITIES.

1. CITY shall undertake the contracting and assume responsibility for the PROJECT's management and completion.
2. All work necessary for the UTILITIES RELOCATION in accordance with the PLANS shall be included in the contract and let to bid by CITY.
3. All construction, engineering, and contract supervision shall be the responsibility of CITY. CITY shall keep accurate records with regard to the activities conducted under this IGA and provide COUNTY access to such records upon request. In accordance with Section X below,

CITY shall consult with COUNTY for its approval as provided herein before authorizing any changes or deviations which affect COUNTY's UTILITIES.

4. CITY 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.

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 UTILITIES RELOCATION and the PROJECT and full reimbursement by COUNTY to CITY 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 CITY and the contractor performing the UTILITIES RELOCATION, such contractor shall agree to indemnify and hold harmless COUNTY as an additional indemnified party under the construction contract with respect to the UTILITIES RELOCATION work.

IX. INSURANCE.

Under the construction contract between CITY and the contractor performing the UTILITIES RELOCATION, such contractor shall agree to include COUNTY, as the owner of the UTILITIES affected by the UTILITIES 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 CITY, 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 COUNTY may at all reasonable times review and inspect the UTILITIES RELOCATION work under the terms of this IGA and any amendments thereto. If requested by COUNTY under the terms hereof, its review recommendations shall be reviewed and considered by CITY's Project Manager / Engineer-in-Charge. Should CITY's Project Manager / Engineer-in-Charge determine incorporation of such recommendations into the work activities of CITY is not appropriate, the Project Manager / Engineer-in-Charge shall promptly notify COUNTY and, should COUNTY so request, the Parties will meet within seven (7) days to discuss and review COUNTY's recommendations. Should the Parties be unable to agree after meeting, COUNTY's recommendations shall be incorporated into the work activities if they relate solely to COUNTY's UTILITIES. 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 COUNTY requests any changes in the work related to the UTILITIES RELOCATION after the PROJECT work is underway, COUNTY shall cooperate in a prompt and timely manner to any requests by CITY in the processing of any change orders to avoid delays on the progress of the UTILITIES RELOCATION. Specifically, COUNTY shall respond within fourteen (14) days of receiving any change order related request from CITY, including, without limitation, a request for acceptance by COUNTY of the additional cost associated with the change order. COUNTY further acknowledges that CITY will suffer financial loss if the PROJECT is not completed in accordance with the PROJECT contract because of COUNTY's failure to timely cooperate in the processing of change orders. Accordingly, the Parties agree that if COUNTY has not responded to any change order related request from CITY within fourteen (14) days after COUNTY's receipt of such request, COUNTY will be deemed to have accepted the terms of such change order as specified by CITY in its request, including, without limitation, the amount of additional cost associated with such change order, and, therefore, CITY will proceed with incorporating such change order into the work necessary for the UTILITIES 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 any other departure consented to by the Parties, shall be effective unless the same is in writing and signed by COUNTY and CITY, and then such

waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is 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 any 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, COUNTY and CITY hereby represent and warrant to each other (which representations and warranties shall be deemed independently material notwithstanding any prior inquiries) the following:
 - 1. **Authority.** Each Party hereto expressly represents and warrants that (i) it has the power to make, deliver and perform this IGA, and has taken all necessary action to authorize the execution, delivery and performance of this IGA; (ii) upon execution this IGA 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 generality of 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 both COUNTY and

CITY. Subject to the foregoing, this IGA shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

- F. **No Third-Party Beneficiaries.** This IGA is made between and limited to COUNTY and CITY, and is not intended, and shall in no event be construed to be, for the benefit of any other person or entity, 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 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 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, 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 COUNTY:

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

Copy to:

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

TO CITY:

Pete Sewczwicz
Director
City of Alpharetta Department of Public Works
1790 Hembree Road
Alpharetta, Georgia 30009

Copy to:

Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040
Attention: Molly Esswein, 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.

CITY OF ALPHARETTA, GEORGIA

By: 
Jim Gilvin
Mayor

Attest:
By: 
Lauren Shapiro
City Clerk

Approved as to Substance:

By: 
Pete Sewczwicz, Director of Public Works

Approved as to Form:

By: 
Molly Esswein, City Attorney

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: _____
Y. Soo Jo, County Attorney
Office of the County Attorney

EXHIBIT “A”

[ATTACH PLANS AND SPECIFICATIONS FOR THE UTILITIES RELOCATION]



SHEET 1 OF 5



WEBB BRIDGE ROAD IMPROVEMENT PROJECT - PHASE 3

NOVEMBER 22, 2022





PROPOSED WORK

CONCRETE SIDEWALK
OR CURB AND GUTTER

ASPHALT

BRICK AREA

LANDSCAPE AREA

PEDESTRIAN LIGHTING



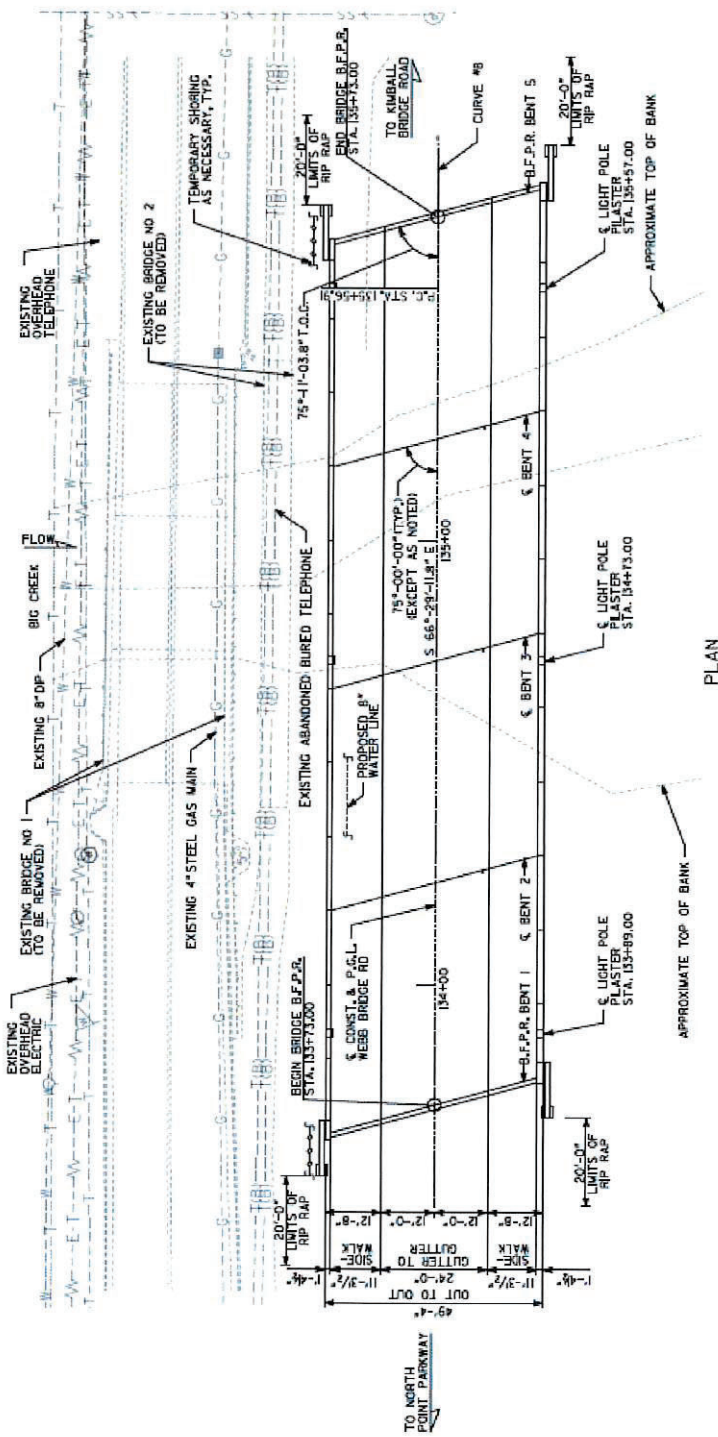
SHEET 3 OF 5



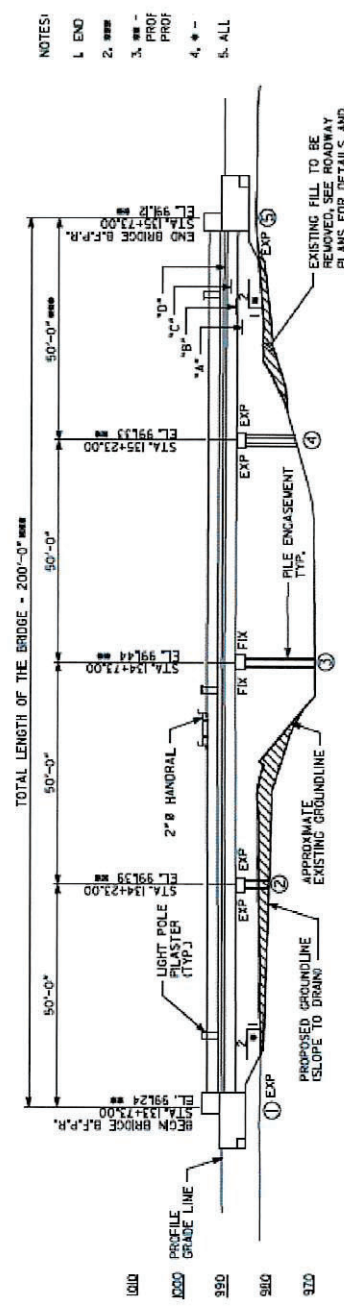
WEBB BRIDGE ROAD IMPROVEMENT PROJECT - PHASE 3

NOVEMBER 22, 2022





PLAN



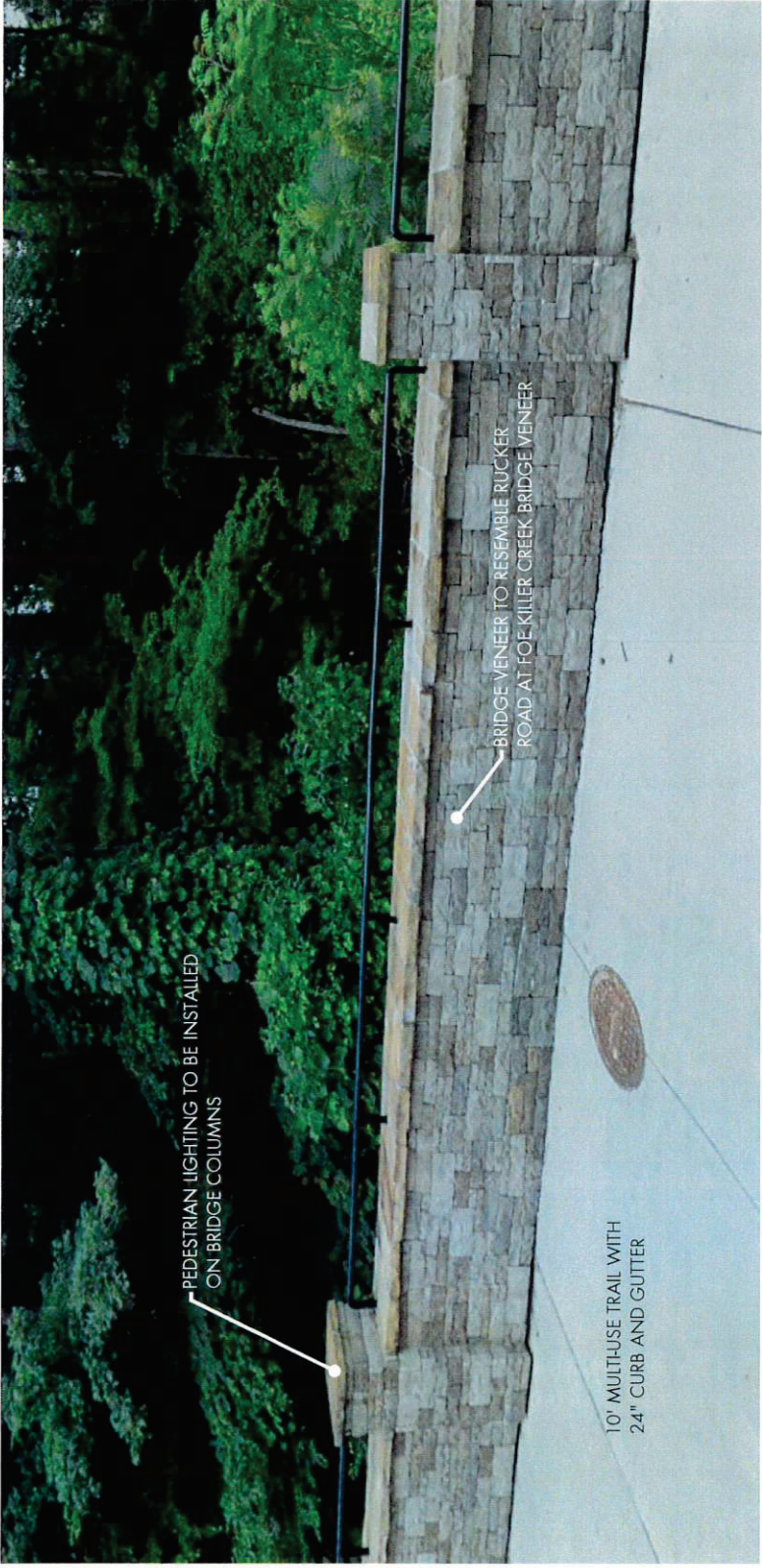
- NOTES:
 1. END
 2. SEE
 3. SEE - PROF
 4. SEE - PROF
 5. ALL

WEBB BRIDGE ROAD IMPROVEMENT PROJECT - PHASE 3

SHEET 4 OF 5



NOVEMBER 22, 2022



Fulton County Water Resources - Water and Sewer Facilities														
Fulton County Public Works, Water Resources Webb Bridge Road Phase 3 @ Big Creek Greenway - 1200980					Actual Bid Costs									
Additional Description	Unit	Orig Est Unit Price	In-Kind Items		Betterment Items		In-Kind / Betterment Total Qty	Actual Bid Total Qty	Actual Bid Unit Price	Actual Total Bid Cost	Actual In-Kind Bid Cost	Actual Betterment Bid Cost		
			Orig Plan Total Qty	Orig Est Cost	Orig Plan Total Qty	Orig Est Cost								
171-0030 TEMPORARY SILT FENCE, TYPE C(171-0030)	LF	\$ 8.00	1400	\$ 11,200.00		\$ -	1400	0	\$ -	\$ -	\$ -	\$ -		
500-3101 CLASS A CONCRETE(500-3101)	CY	\$ 225.00	10	\$ 2,250.00		\$ -	10	0	\$ -	\$ -	\$ -	\$ -		
611-8120 ADJUST WATER METER BOX TO GRADE(611-8120) (if necessary)	EA	\$ 700.00	1	\$ 700.00		\$ -	1	0	\$ -	\$ -	\$ -	\$ -		
611-8140 ADJUST WATER VALVE BOX TO GRADE(611-8140) (if necessary)	EA	\$ 1,000.00	5	\$ 5,000.00		\$ -	5	0	\$ -	\$ -	\$ -	\$ -		
600-4001 FLOWABLE FILL(600-4001)	CY	\$ 200.00	18	\$ 3,600.00		\$ -	18	0	\$ -	\$ -	\$ -	\$ -		
670-1060 WATER MAIN, 6 IN	LF	\$ 80.00	20	\$ 1,600.00		\$ -	20	0	\$ -	\$ -	\$ -	\$ -		
670-1080 WATER MAIN, 8 IN	LF	\$ 130.00	1405	\$ 182,650.00		\$ -	1405							
670-1100 WATER MAIN, 10 IN	LF	\$ 110.00	0	\$ -		\$ -	0							
670-1120 WATER MAIN, 12 IN	LF	\$ 120.00	0	\$ -		\$ -	0	0	\$ -	\$ -	\$ -	\$ -		
670-1600 CUT & PLUG EXISTING WATER MAIN	EA	\$ 8,000.00	2	\$ 16,000.00		\$ -	2	0	\$ -	\$ -	\$ -	\$ -		
670-2800 INSERTION VALVE -	EA	\$ 20,000.00	2	\$ 40,000.00		\$ -	2	0	\$ -	\$ -	\$ -	\$ -		
670-2060 GATE VALVE, 6 IN	EA	\$ 2,500.00	0	\$ -		\$ -	0	0	\$ -	\$ -	\$ -	\$ -		
670-2080 GATE VALVE, 8 IN	EA	\$ 8,000.00	3	\$ 24,000.00		\$ -	3							
670-2100 GATE VALVE, 10 IN(670-2100)	EA	\$ 8,000.00	0	\$ -		\$ -	0							
670-2120 GATE VALVE, 12 IN	EA	\$ 10,000.00	0	\$ -		\$ -	0	0	\$ -	\$ -	\$ -	\$ -		
670-2002 VALVE MARKER	EA	\$ 50.00	0	\$ -		\$ -	0	0	\$ -	\$ -	\$ -	\$ -		
670-7000 STEEL CASING	LF	\$ 180.00	0	\$ -		\$ -	0	0	\$ -	\$ -	\$ -	\$ -		
615-1000 JACK OR BORE PIPE - (615-1000) 18 IN Bore Pipe Cut (if necesy.	LF	\$ 250.00	0	\$ -		\$ -	0	0	\$ -	\$ -	\$ -	\$ -		
670-3066 TAPPING SLEEVE & VALVE ASSEMBLY, 6 IN X 6 IN 18" STEEL CASING	EA	\$ 5,000.00	0	\$ -		\$ -	0							
670-3087 TAPPING SLEEVE & VALVE ASSEMBLY, 8 IN X 8 IN	EA	\$ 10,000.00	0	\$ -		\$ -	0	0	\$ -	\$ -	\$ -	\$ -		
670-3108 TAPPING SLEEVE & VALVE ASSEMBLY, 10 IN X 10 IN	EA	\$ 12,000.00	0	\$ -		\$ -	0							
670-3129 TAPPING SLEEVE & VALVE ASSEMBLY, 12 IN X 12 IN	EA	\$ 15,000.00	0	\$ -		\$ -	0	0	\$ -	\$ -	\$ -	\$ -		
670-4000 FIRE HYDRANT	EA	\$ 6,500.00	3	\$ 19,500.00		\$ -	3							
670-5010 WATER SERVICE LINE: 1 IN(670-5010)	LF	\$ 30.00	0	\$ -		\$ -	0	0	\$ -	\$ -	\$ -	\$ -		
670-5020 WATER SERVICE LINE: 2 IN	LF	\$ 40.00	0	\$ -		\$ -	0	0	\$ -	\$ -	\$ -	\$ -		
670-5020 WATER SERVICE LINE: 3/4 IN	LF	\$ 20.00	0	\$ -		\$ -	0	0	\$ -	\$ -	\$ -	\$ -		
670-5000 WATER SERVICE LINE -	LF	\$ 25.00	0	\$ -		\$ -	0	0	\$ -	\$ -	\$ -	\$ -		
670-9710 RELOCATE EXIST FIRE HYDRANT	EA	\$ 7,000.00	0	\$ -		\$ -	0							
670-9720 RELOCATE EXIST WATER VALVE, INCL BOX	EA	\$ 500.00	2	\$ 1,000.00		\$ -	2							
670-9730 RELOCATE EXIST WATER METER, INCL BOX	EA	\$ 500.00	0	\$ -		\$ -	0	0	\$ -	\$ -	\$ -	\$ -		
670-9734 RELOCATE EXISTING WATER METER, INCL BYPASS & VAULT -	EA	\$ 12,000.00	0	\$ -		\$ -	0	0	\$ -	\$ -	\$ -	\$ -		
670-9920 REMOVE EXISTING FIRE HYDRANT	EA	\$ 1,000.00	3	\$ 3,000.00		\$ -	3							
611-8050 ADJUST MANHOLE TO GRADE(611-8050)	EA	\$ 1,500.00	1	\$ 2,500.00		\$ -	1	0	\$ -	\$ -	\$ -	\$ -		
670-9737 REMOVE AND REPLACE EXT. WATER VAULT INCL MEETER AND	EA	\$ 18,000.00	0	\$ -		\$ -	0							
Total			1	\$ 20,925.00		\$ -	1							
				\$ 333,925.00		\$ -								
Notes: No extra payment shall be made for Grading & Traffic control. It should be consider line items for waterline.			TOTAL EST In-Kind		TOTAL BETTERMENT EST		TOTAL Actual Bid Cost		TOTAL Actual In-Kind Bid Cost		TOTAL BETTERMENT Bid Cost			
GDOT SHARE			\$ 333,925.00		\$ -		\$ -		\$ -		\$ -			
0.00%			TOTAL ESTIMATE IN-KIND (NON-REIMBURSIBLE) FACILITY OWNER SHARE		TOTAL ESTIMATE IN-KIND & BETTERMENT		TOTAL BID COST IN-KIND (NON-REIMBURSIBLE) FACILITY OWNER SHARE		TOTAL BID COST IN-KIND & BETTERMENT					
FACILITY OWNER SHARE														



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0165

Meeting Date: 3/1/2023

Department

District Attorney

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

Request approval of the 2023 Equitable Sharing Agreement and Certification with the U.S. Department of Justice for the Fulton County District Attorney's Office, establishing the requirements for participation in the Federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, or proceeds.

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

OCGA §36.10.1 requires all contracts be approved by the Board and entered into the official minutes.

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

Justice and Safety

Commission Districts Affected

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

Is this a purchasing item?

No

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

This annually certified agreement between the Federal Government and Fulton County sets forth requirements for participation in the federal equitable sharing program and the restrictions upon the use of federally forfeited cash, property, proceeds, which are shared with participating law enforcement agencies.

The Department of Justice funds the Equitable Sharing program by which local governments receive an allocation of seizures, confiscations and other law enforcement activities in which the Fulton County District Attorney's Office has had

a cooperative or collaborative role. These funds can be utilized for training, communications, equipment, ammunition and other allowable law enforcement activities. During 2022 reporting, the District Attorney's Office spent \$3465.00.

This annual information return shows the revenue receipts from the federal government, and the local government spending within the restrictions of this program for law enforcement purposes. These transactions are classified within a separate special revenue fund as required under the agreement. During 2022, the District Attorney's Office received \$77,702.50 in Equitable Sharing distributions from the Department of Justice.

Scope of Work: Subsequent shared revenues from this program are subject to receipt of signed annual agreement.

Community Impact: Subsequent shared revenues from this program are subject to receipt of signed annual agreement.

Department Recommendation: The Department requests approval.

Project Implications: NA

Community Issues/Concerns: No

Department Issues/Concerns: No



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: GA060015A
Agency Name: Fulton County District Attorney's Office
Mailing Address: 141 Pryor Street Sw, Suite 7001
Atlanta, GA 30303

Type: Prosecutor's Office

Agency Finance Contact

Name: Luttrell, Stephany
Phone: 404-612-4953

Email: Stephany.Luttrell@fultoncountyga.gov

Jurisdiction Finance Contact

Name: Pryor, Kela
Phone: 404-612-7603

Email: Kela.Pryor@fultoncountyga.gov

ESAC Preparer

Name: McTier, Sabrina
Phone: 404-612-7646

Email: Sabrina.McTier@fultoncountyga.gov

FY End Date: 12/31/2022

Agency FY 2023 Budget: \$41,643,241.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$14,454.81	\$11,224.34
2	Equitable Sharing Funds Received	\$77,702.50	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$0.00	\$0.00
6	Total Equitable Sharing Funds Received (total of lines 2-5)	\$77,702.50	\$0.00
7	Equitable Sharing Funds Spent (total of lines a - n)	\$3,465.00	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	\$88,692.31	\$11,224.34

¹Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$0.00	\$0.00
b	Training and Education	\$3,465.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$0.00	\$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	\$0.00
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
	Total	\$3,465.00	\$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor****Name:** JORDAN, JOHN**Company:** PJC GROUP, LLC**Phone:** 404-659-3384**Email:** JJORDAN@PJCGROUP.COM

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES ☐ NO ☒ THRESHOLD NOT MET ☐

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse:

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administered in the same manner as the jurisdiction's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The

Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

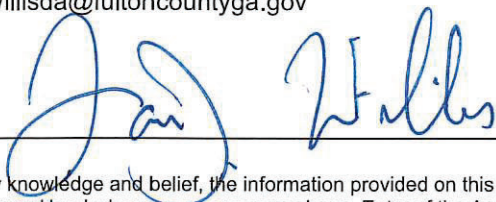
Agency Head

Name: Willis, Fani

Title: District Attorney

Email: Fani.Willisda@fultoncountyga.gov

Signature: _____



Date: _____

2/6/2023

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Pitts, Robert

Title: Chair, Board of Commissioners

Email: Robb.Pitts@fultoncountyga.gov

Signature: _____

Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0166

Meeting Date: 3/1/2023

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

Request approval of an Ordinance to amend Chapter 38 (Human Relations) of the Fulton County Code of Ordinances to implement the Fulton County Crown Act; and for other purposes. **(Hall)**

1 **AN ORDINANCE TO AMEND CHAPTER 38 (HUMAN RELATIONS) OF THE FULTON**
2 **COUNTY CODE OF ORDINANCES TO IMPLEMENT THE FULTON COUNTY**
3 **CROWN ACT; AND FOR OTHER PURPOSES.**
4

5 **WHEREAS**, the Board of Commissioners is committed to a policy of
6 nondiscrimination and equal opportunity for all citizens and employees of Fulton County,
7 Georgia ("Fulton County"); and

8 **WHEREAS**, the Board of Commissioners is further committed to ensuring that
9 Fulton County fosters and enhances racial and cultural diversity and that the same is
10 protected under the laws of Fulton County; and

11 **WHEREAS**, it is the policy of Fulton County that there will be nondiscrimination
12 and equal opportunity for every citizen without regard to religion, race, color, creed,
13 national origin, gender, age, disability, sexual orientation, gender identity, or gender
14 expression; and

15 **WHEREAS**, the Board of Commissioners desires to expand its current
16 nondiscrimination policy to include protection from discrimination on the basis of hair
17 texture and protective and cultural hairstyles commonly associated with race or natural
18 origin; and

19 **WHEREAS**, the Board of Commissioners acknowledges and affirms that no
20 person should face discrimination in employment, public accommodations, or housing
21 because of their natural hair texture or because they choose to wear protective and
22 cultural hairstyles commonly associated with race or national origin; and

23 **WHEREAS**, the Board of Commissioners is tasked with the protection of the
24 County's public health, safety, and general welfare; and

25 **WHEREAS**, the Board of Commissioners therefore finds it necessary to amend
26 Chapter 38 of the Fulton County Code of Ordinances to implement the Fulton County
27 Crown Act, which will prohibit discrimination on the basis of hair texture and protective
28 and cultural hairstyles commonly associated with race or national origin.

29 **NOW, THEREFORE, BE IT ORDAINED**, the Board of Commissioners hereby
30 amends Chapter 38 of the Fulton County Code of Ordinances by creating a new Article
31 III, hereinafter known as the Fulton County Crown Act, to read as follows:

32 ARTICLE III. – FULTON COUNTY CROWN ACT

33 Sec. 38-39. Title.

34 This article shall be known as the “Fulton County Crown Act.” Nothing in
35 this article shall diminish the protections of rights all individuals currently
36 enjoy under existing interpretations of federal and state nondiscrimination
37 laws.

38
39 Sec. 38-40. Declaration of policy.

40 It is hereby declared to be the policy of unincorporated Fulton County,
41 Georgia, in the exercise of its police power for the public safety, public
42 health, and general welfare to provide within constitutional limitations that
43 no person shall be discriminated against in employment, public
44 accommodations, or housing because of their natural hair texture or
45 because they choose to wear hairstyles commonly associated with race or
46 national origin.

47
48 Sec. 38-41. Definitions.

49 The following words, terms, and phrases, when used in this article, shall
50 have the meanings ascribed to them in this section, except where the
51 context clearly indicates a different meaning:

52
53 *Employer* means any individual or entity that employs one or more
54 employees.

55
56 *Place of public accommodation* shall have the meaning assigned to it in
57 section 38-31 and shall also include all county facilities.
58

Protective and cultural hairstyles shall mean afros, braids, locs, Bantu knots, twists, or other natural, textured hairdressing commonly associated with an individual's race, color, or national origin, regardless of whether hair extensions or other hair treatments are used to create and maintain any such style, and whether the hair is adorned by hair ornaments, beads, or headwraps.

Sec. 38-42. Unlawful employment practices.

Except where permitted based upon applicable national security or safety regulations established by the State of Georgia or the federal government, it shall be unlawful for any employer to discriminate against any person in any way which would deprive or limit such person's employment opportunities or otherwise adversely affect their status as an applicant for employment with regard to tenure, compensation, promotion, or discharge because of hair texture and protective and cultural hairstyles.

Sec. 38-43. Unlawful housing practices.

It shall be unlawful for any owner, real estate broker, or any other person to refuse to sell, lease, sublease, rent, negotiate, assign, or otherwise transfer the title or other interest in any dwelling to any person on the basis of hair texture and protective and cultural hairstyles.

Sec. 38-44. Unlawful public accommodation practices.

It shall be an unlawful public accommodation practice for any owner, lessee, proprietor, manager, superintendent, agent, or employee of any business or place of public accommodation to withhold from or deny any person any of the accommodations, advantages, facilities, services or privileges, products, or goods in such place of public accommodation on the basis of hair texture and protective and cultural hairstyles.

Secs. 38-45 – 38-55. – Reserved.

BE IT FURTHER ORDAINED, that the Fulton County Personnel Policies and Procedures and any other general County policy shall be amended as needed to prohibit discrimination on the basis of hair texture and protective and cultural hairstyles consistent with the Fulton County Crown Act.

BE IT FINALLY ORDAINED, that this Ordinance shall become effective when passed and adopted, and that all ordinances and resolutions and parts of ordinances

and resolutions in conflict with this Ordinance are hereby repealed to the extent of the conflict.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia this 1st day of March, 2023.

FULTON COUNTY BOARD OF COMMISSIONERS

Sponsored By:

Commissioner Natalie Hall
District 4

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

<https://fc0365.sharepoint.com/sites/CountyAttorney/CALegislation/BOC/Resolutions/Ordinances/2023/Hall/Crown Act/3.1.23 Crown Act Ordinance - 2.24.doc>



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0167

Meeting Date: 3/1/2023

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

Request approval of a Resolution by the Fulton County Board of Commissioners urging the Georgia General Assembly to enact Senate Bill 82, commonly known as “The Crown Act”; urging the municipalities within Fulton County, Georgia to adopt similar legislation if no such legislation currently exists in their jurisdiction; and for other purposes. **(Hall)**

1 A RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS
2 URGING THE GEORGIA GENERAL ASSEMBLY TO ENACT SENATE BILL 82,
3 COMMONLY KNOWN AS “THE CROWN ACT”; URGING THE MUNICIPALITIES
4 WITHIN FULTON COUNTY, GEORGIA TO ADOPT SIMILAR LEGISLATION IF NO
5 SUCH LEGISLATION CURRENTLY EXISTS IN THEIR JURISDICTION; AND FOR
6 OTHER PURPOSES.

7
8 WHEREAS, the “*Creating a Respectful and Open World for Natural Hair Act*”
9 (Georgia Senate Bill 82), commonly known as the CROWN Act, prohibits discrimination
10 based on hair texture and protective hairstyles in education, housing, and employment;
11 and

12 WHEREAS, according to the 2023 CROWN Workplace Research Study, Black
13 women’s hair is more likely to be seen as unprofessional, Black women with textured
14 hair are twice as likely to experience microaggressions in the workplace, and over 20
15 percent of Black women ages 25 to 34 have been sent home from work because of their
16 hair; and

17 WHEREAS, no one should be denied equal opportunities, discriminated against,
18 or treated unfairly because of their natural hair texture or for wearing protective and
19 cultural hairstyles commonly associated with an individual’s race or national origin; and

20 WHEREAS, it is necessary to eliminate longstanding discrimination, negative
21 stereotypes, and biases which persist in schools, workplaces, housing, and in other
22 contexts against hair textures and protective and cultural hairstyles commonly
23 associated with race or national origin; and

24 WHEREAS, discrimination on the basis of hair texture and protective and cultural
25 hairstyles that are commonly associated with race or national origin violates the spirit of
26 existing federal law, including provisions of the Civil Rights Act of 1964; and

27 **WHEREAS**, according to the Society for Human Resource Management, as of
28 February 2023, 20 states and more than 40 local governments have enacted similar
29 laws expressly prohibiting hair discrimination on the basis of hair texture and/or natural
30 or protective hairstyles that are commonly associated with race or national origin,
31 including but not limited to Clayton County, City of Stockbridge, City of East Point, and
32 City of South Fulton; and

33 **WHEREAS**, Fulton County has also enacted its own CROWN Act and has
34 approved the amendment of the Fulton County Personnel Policies and Procedures and
35 other general County policies as needed to prohibit discrimination on the basis of hair
36 texture and protective and cultural hairstyles; and

37 **WHEREAS**, since 2019, the Georgia General Assembly has considered but
38 failed to pass the CROWN Act, which would amend certain sections of the Official Code
39 of Georgia to prohibit discrimination based on hair texture and protective hairstyles in
40 education, housing, and employment, and the CROWN Act is once again before the
41 Georgia General Assembly as Senate Bill 82 for the 2023-2024 legislative session.

42 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners
43 hereby urges the Georgia General Assembly to enact Senate Bill 82, also known as the
44 CROWN Act, to ensure equal opportunity for persons in the State of Georgia and
45 prohibit discrimination based on hair texture and protective hairstyles.

46 **BE IT FURTHER RESOLVED**, that the Board of Commissioners hereby urges all
47 municipalities within Fulton County, to the extent they have not already done so, to
48 enact legislation similar to the CROWN Act to ensure equal opportunity for persons

throughout Fulton County and prohibit discrimination based on hair texture and protective hairstyles.

BE IT FURTHER RESOLVED, that upon passage, the Clerk to the County Commission is authorized and directed to send copies of this Resolution to the Clerk of the Georgia House of Representatives, to the Secretary of the Georgia Senate and to the Fulton Legislative Delegation.

BE IT FINALLY RESOLVED, that upon passage, the Clerk to the County Commission is authorized and directed to send copies of this Resolution to the City Clerks of Atlanta, Alpharetta, Chattahoochee Hills, College Park, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, and Union City.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia this 1st day of March, 2023.

**FULTON COUNTY BOARD OF
COMMISSIONERS**

Sponsored By:

Commissioner Natalie Hall
District 4

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

79
80
81
82
83
84

Y. Soo Jo, County Attorney

County Attorney/CALegislation/BOC/Resolutions/Ordinances/2023/Hall/Crown Act/3.1.23 Resolution Urging Adoption of the Crown
Act in GA – 2.24.doc



**CITY COUNCIL
ATLANTA, GEORGIA**

20-R-4430

A RESOLUTION BY COUNCILMEMBERS MARCI COLLIER OVERSTREET, CLETA WINSLOW, JOYCE M. SHEPERD, NATALYN M. ARCHIBONG AND ANDREA L. BOONE AS AMENDED BY FINANCE/EXECUTIVE COMMITTEE URGING THE GEORGIA GENERAL ASSEMBLY TO ENACT HOUSE RESOLUTION 5309, COMMONLY KNOWN AS “THE CROWN ACT OF 2020”, WHICH AMENDS CODE SECTION 8-3-201, ARTICLE 1, CHAPTER 1 OF TITLE 20 AND CHAPTER 1 OF TITLE 34-3 OF THE OFFICIAL CODE OF GEORGIA, TO PROHIBIT DISCRIMINATION IN EMPLOYMENT AGAINST NATURAL OR PROTECTIVE HAIRSTYLES; AND FOR OTHER PURPOSES.

WHEREAS, “Creating a Respectful and Open World for Natural Hair Act of 2020” or the “CROWN Act of 2020” prohibits discrimination against natural hairstyles in education, housing, and employment; and

WHEREAS, racial and national origin discrimination is reflected in education, fair housing, and workplace policies and practices that bar natural or protective hairstyles commonly worn by people of African descent; and

WHEREAS, as a type of racial or national origin discrimination, discrimination on the basis of natural or protective hairstyles that people of African descent are commonly adorned with violates existing Federal law, including provisions of the Civil Rights Act of 1964; and


WHEREAS, it is necessary to prevent educational, employment, and other decisions, practices, and policies generated by or reflecting negative biases and stereotypes related to race or national origin; and

WHEREAS, in 2019 and 2020, State legislatures and municipal bodies throughout the United States, including California, Washington state, Colorado, New York, Virginia and Maryland have introduced and passed legislation that rejects certain Federal courts’ restrictive interpretation of race and national origin, and expressly classifies race and national origin discrimination as inclusive of discrimination on the basis of natural or protective hairstyles commonly associated with race and national origin; and

WHEREAS, according to the United States Census Bureau, the city of Atlanta has an African American population of fifty-one (51) percent and the state of Georgia has an African American population of thirty-two (32) percent; and

WHEREAS, Senate Bill 286 was filed in 2019 but it’s intent would bar employers, landlords and school officials from discriminating against hair styles including “braids, locks, twists or other textured hair-dressing historically associated with an individual’s race.”; and

WHEREAS, to ensure the equitable treatment of those of African descent within the state of Georgia and in the jurisdictional bounds of the city of Atlanta whose hairstyles may be deemed unprofessional, the ‘CROWN ACT’ is imperative; and



WHEREAS, it is necessary to mandate that school, workplace, and other applicable standards be applied in a nondiscriminatory manner and to explicitly prohibit the adoption or implementation of grooming requirements that disproportionately impact people of African descent.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Georgia General Assembly enact House Resolution 5309, commonly known as “The Crown Act of 2020”, which amends Code Section 8-3-201, Article 1, Chapter 1 of Title 20 and Chapter 1 of Title 34-3 of the Official Code of Georgia, to prohibit discrimination in employment against natural or protective hairstyles.

BE IT FURTHER RESOLVED, that the Municipal Clerk is directed to forward a copy of this Resolution, upon adoption, to Governor Brian Kemp and all members of the Georgia General Assembly.

BE IT FINALLY RESOLVED, that all resolutions and parts of resolutions, in conflict herewith are hereby waived to the extent of the conflict.



A true copy,

Foris Webb III
Municipal Clerk

ADOPTED *as amended* by the Atlanta City Council
APPROVED per City Charter Section 2-403

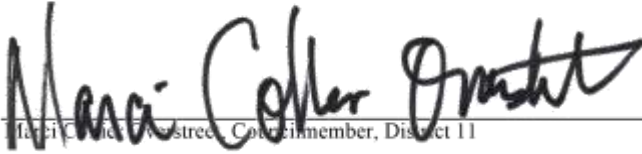
OCT 19, 2020
OCT 28, 2020



**CITY COUNCIL
ATLANTA, GEORGIA**

20-R-4430

SPONSOR SIGNATURES


Nanci Collier O'neal, Councilmember, District 11



**CITY COUNCIL
ATLANTA, GEORGIA**

20-R-4430

A RESOLUTION BY COUNCILMEMBERS MARCI COLLIER OVERSTREET, CLETA WINSLOW, JOYCE M. SHEPERD, NATALYN M. ARCHIBONG AND ANDREA L. BOONE AS AMENDED BY FINANCE/EXECUTIVE COMMITTEE URGING THE GEORGIA GENERAL ASSEMBLY TO ENACT HOUSE RESOLUTION 5309, COMMONLY KNOWN AS “THE CROWN ACT OF 2020”, WHICH AMENDS CODE SECTION 8-3-201, ARTICLE 1, CHAPTER 1 OF TITLE 20 AND CHAPTER 1 OF TITLE 34-3 OF THE OFFICIAL CODE OF GEORGIA, TO PROHIBIT DISCRIMINATION IN EMPLOYMENT AGAINST NATURAL OR PROTECTIVE HAIRSTYLES; AND FOR OTHER PURPOSES.

Workflow List:

Atlanta City Council	Completed	10/05/2020 1:00 PM
Finance/Executive Committee	Completed	10/14/2020 1:30 PM
Atlanta City Council	Completed	10/19/2020 1:00 PM

HISTORY:

10/05/20	Atlanta City Council	REFERRED WITHOUT OBJECTION
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REFERRED TO FINANCE/EXECUTIVE COMMITTEE WITHOUT OBJECTION

RESULT:	REFERRED WITHOUT OBJECTION	
10/14/20	Finance/Executive Committee	FAVORABLE AS AMENDED
RESULT:	FAVORABLE AS AMENDED [UNANIMOUS]	
MOVER:	Jennifer N. Ide, Chair, District 6	
SECONDER:	Howard Shook, Vice-Chair, District 7	
AYES:	Ide, Westmoreland, Dickens, Archibong, Shook, Matzigkeit	
ABSENT:	Joyce M Sheperd	

10/19/2020	Atlanta City Council	ADOPTED AS AMENDED
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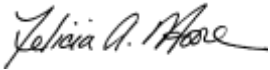

RESULT:	ADOPTED AS AMENDED BY CONSENT VOTE [UNANIMOUS]	
MOVER:	Amir R Farokhi, Councilmember, District 2	
SECONDER:	Andrea L. Boone, Councilmember, District 10	
AYES:	Bond, Westmoreland, Dickens, Smith, Farokhi, Brown, Winslow, Archibong, Ide, Shook, Matzigkeit, Hillis, Boone, Overstreet	
ABSENT:	Joyce M Sheperd	

A RESOLUTION BY COUNCILMEMBERS MARCI COLLIER OVERSTREET, CLETA WINSLOW, JOYCE M. SHEPERD, NATALYN M. ARCHIBONG AND ANDREA L. BOONE AS AMENDED BY FINANCE/EXECUTIVE COMMITTEE URGING THE GEORGIA GENERAL ASSEMBLY TO ENACT HOUSE RESOLUTION 5309, COMMONLY KNOWN AS “THE CROWN ACT OF 2020”, WHICH AMENDS CODE SECTION 8-3-201, ARTICLE 1, CHAPTER 1 OF TITLE 20 AND CHAPTER 1 OF TITLE 34-3 OF THE OFFICIAL CODE OF GEORGIA, TO PROHIBIT DISCRIMINATION IN EMPLOYMENT AGAINST NATURAL OR PROTECTIVE HAIRSTYLES; AND FOR OTHER PURPOSES.

➔ VOTE RECORD - RESOLUTION 20-R-4430						
<input type="checkbox"/> ADOPTED <input type="checkbox"/> ADVERSED <input type="checkbox"/> FAVORABLE <input type="checkbox"/> ACCEPTED AND FILED <input type="checkbox"/> REFERRED TO COMMITTEE <input type="checkbox"/> HELD IN COMMITTEE <input type="checkbox"/> TABLED <input type="checkbox"/> DEFERRED <input type="checkbox"/> RECONSIDERED <input type="checkbox"/> FILED <input type="checkbox"/> FILED BY COMMITTEE <input type="checkbox"/> FAVORABLE ON SUBSTITUTE <input type="checkbox"/> FAVORABLE AS AMENDED <input type="checkbox"/> QUESTION CALLED <input type="checkbox"/> SUBSTITUTED <input type="checkbox"/> AMENDED <input type="checkbox"/> REFERRED TO ZRB AND ZC <input type="checkbox"/> REFERRED WITHOUT OBJECTION <input checked="" type="checkbox"/> ADOPTED AS AMENDED <input type="checkbox"/> ADOPTED SUBSTITUTE <input type="checkbox"/> ADOPTED SUBSTITUTE AS AMENDED <input type="checkbox"/> FORWARDED <input type="checkbox"/> REFERRED TO SC <input type="checkbox"/> FILED WITHOUT OBJECTION <input type="checkbox"/> FAILED <input type="checkbox"/> ADVERSED IN COMMITTEE <input type="checkbox"/> QUADRENNIALY TERMINATED <input type="checkbox"/> FORWARDED W/NO RECOMMENDATION <input type="checkbox"/> FORWARDED TO FC/NQ <input type="checkbox"/> FAVORABLE/SUB/AMENDED <input type="checkbox"/> FAVORABLE/SUB/AMND/CONDITION <input type="checkbox"/> FAVORABLE/AMND/CONDITION						
			YES/AYE	NO/NAY	ABSTAIN	ABSENT
	MICHAEL JULIAN BOND	VOTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	MATT WESTMORELAND	VOTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	ANDRE DICKENS	VOTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	CARLA SMITH	VOTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	AMIR R FAROKHI	MOVER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	ANTONIO BROWN	VOTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	CLETA WINSLOW	VOTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	NATALYN MOSBY ARCHIBONG	VOTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	JENNIFER N. IDE	VOTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	HOWARD SHOOK	VOTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	J. P. MATZIGKEIT	VOTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	DUSTIN HILLIS	VOTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	ANDREA L. BOONE	SECONDER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	MARCI COLLIER OVERSTREET	VOTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	JOYCE M SHEPERD	VOTER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<ul style="list-style-type: none"><input type="checkbox"/> RETURNED AS HELD<input type="checkbox"/> FAVORABLE/SUB/CONDITION<input type="checkbox"/> FAVORABLE ON CONDITION<input type="checkbox"/> ACCEPTED<input type="checkbox"/> AMENDED SUBSTITUTE<input type="checkbox"/> ROUTED TO COW<input type="checkbox"/> SUSTAINED<input type="checkbox"/> OVERRIDEN<input type="checkbox"/> NOT ACCEPTED BY COMMITTEE<input type="checkbox"/> SUSTAINED WITHOUT OBJECTION<input type="checkbox"/> TABLED W/O OBJECTION<input type="checkbox"/> HELD IN COW<input type="checkbox"/> POSTPONED<input type="checkbox"/> RETAINED AS HELD<input type="checkbox"/> REFER TO ZRB AND ZC W/O OBJECTION	
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[Unanimous]

Certified by Presiding Officer	Certified by Clerk
<p>CERTIFIED</p> <p>10/19/2020</p> <p>ATLANTA CITY COUNCIL PRESIDENT</p> 	<p>CERTIFIED</p> <p>10/19/2020</p> <p>MUNICIPAL CLERK</p> 
<p>Mayor's Action</p> <p><i>See Authentication Page Attachment</i></p>	

ADOPTED BY COUNCIL

10/19/2020



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0168

Meeting Date: 3/1/2023

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

Request approval of a Resolution by the Fulton County Board of Commissioners repealing Resolution 22-0995 and re-affirming Fulton County's participation in the Eastside TAD as previously authorized by Resolution 03-1465; and for other purposes. **(Hall/Barrett)**

1 **A RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS**
2 **REPEALING RESOLUTION 22-0995 AND RE-AFFIRMING FULTON COUNTY'S**
3 **PARTICIPATION IN THE EASTSIDE TAD AS PREVIOUSLY AUTHORIZED BY**
4 **RESOLUTION 03-1465; AND FOR OTHER PURPOSES.**

5 **WHEREAS**, the Redevelopment Powers Law (O.C.G.A. § 36-44-1 *et seq.*) provides for
6 the establishment of redevelopment powers and the creation of redevelopment plans and tax
7 allocation districts by counties and municipalities in the State of Georgia; and
8

9 **WHEREAS**, the Redevelopment Powers Law provides that county ad valorem property
10 taxes derived from a municipal tax allocation district may be included in the computation of tax
11 allocation increments of the district if the governing body of the county consents to such inclusion
12 by resolution; and
13

14 **WHEREAS**, pursuant to the Redevelopment Powers Law, the Atlanta City Council
15 adopted the Eastside Redevelopment Plan and established the Tax Allocation District Number Five
16 - Eastside (the "Eastside TAD") by resolution adopted on December 1, 2003, and approved by the
17 Mayor on December 9, 2003; and
18

19 **WHEREAS**, on December 17, 2003, the Fulton County Board of Commissioners via
20 Fulton County Resolution 03-1465 authorized Fulton County's participation in the Eastside TAD
21 and consented to the inclusion of Fulton County's ad valorem property taxes on real property
22 within the Eastside TAD in the computation of the tax allocation increment for the Eastside TAD;
23 and
24

25 **WHEREAS**, on December 21, 2022, the Board of Commissioners passed Resolution 22-
26 0995 repealing Resolution 02-1414 (Princeton Lakes TAD) and Resolution 03-1465 (Eastside
27 TAD), contingent upon (1) confirmation that all bond debt and other redevelopment obligations
28 for the Princeton Lakes and Eastside TADs have been met or no longer exist and (2) notice to the
29 City of Atlanta of the Board of Commissioners' decision to discontinue the County's participation
30 in the Princeton Lakes and Eastside TADs; and
31

32 **WHEREAS**, the County requested information from Invest Atlanta, the City of Atlanta's
33 redevelopment agent for the Princeton Lakes and Eastside TADs, concerning the outstanding bond
34 debt and redevelopment obligations of the Princeton Lakes and Eastside TADs; and
35

36 **WHEREAS**, the County has not delivered the required "notice" to the City of Atlanta of
37 the Board of Commissioners' decision to discontinue the County's participation in the Eastside
38 TAD because the verification process to determine whether all bond debt and redevelopment
39 obligations have been met in the Eastside TAD appears to show that the Eastside TAD has existing
40 obligations and projects requiring the County's continued participation; and
41

42 **WHEREAS**, in light of the foregoing, the contingencies set forth in Resolution 22-0995
43 regarding the Eastside TAD have not yet been met; and
44

45 **WHEREAS**, the Board of Commissioners recognizes that while it appears there may be

certain TADs in which the outstanding bond debt and current redevelopment obligations have been satisfied, there may still be some redevelopment projects, particularly in the Eastside TAD, that would be beneficial to the County that the Board of Commissioners would like to continue to support; and

WHEREAS, upon reconsideration of its previous position, the Board of Commissioners deems it to be in the best interests of its residents to continue the County's uninterrupted participation in the Eastside TAD.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Fulton County, Georgia, hereby repeals Resolution 22-0995 in its entirety and re-affirms its approval of Resolution 03-1465 consenting to the inclusion of certain Fulton County taxes in the computation of the tax allocation increment for the Eastside TAD.

BE IT FURTHER RESOLVED, that the Board of Commissioners hereby recognizes the need for better communication, coordination, and transparency between the City of Atlanta, the Atlanta School Board, and Fulton County regarding TADs and urges all of these entities to more effectively coordinate on TAD-related issues for the benefit of the citizens of Fulton County.

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

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this 1st day of March, 2023.

**FULTON COUNTY BOARD OF
COMMISSIONERS**

SPONSORED BY:

Natalie Hall, Commissioner (District 4)

CO-SPONSORED BY:

Dana Barrett, Commissioner (District 3)

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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.: 23-0170

Meeting Date: 3/1/2023

Department

County Manager

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

Discussion: Jail Feasibility Update

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

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

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



PRESENTATION

JAIL FEASIBILITY STUDY

RFP #21RFP206340K-BKJ



March 1, 2023



Response to Board of Commissioners Comments and Requests for Clarification

On February 1, 2023, the Fulton County Jail Feasibility Study Team presented its findings and recommendations to address the future of the Fulton County Jail to the Board of Commissioners. During this presentation, there were several requests from the Commissioners for clarification and additional information. The following slides present the responses from the Feasibility Study Team as well as corresponding slide updates.

Commissioners Questions

1. Clarify the number of persons in custody with unindicted felony charges.

Our analysis of the data available (from a merge of the Jail database and the Courts database) indicates that there are an average 1,600 people who have an unindicted charge at the Fulton County Jail. Of that number, approximately 860 have no indictment. This measure was not included as a variable in our forecast models and therefore does not affect the projections of future populations, as they are primarily driven by the number of Bookings and the Average Length of Stay (ALOS).

2. Slide 8: Update Population projections for Fulton County.

We have updated this slide to accurately reflect the current population projections by the Georgia Governor's Office of Planning and Budget (Attachment A).

Key Assumptions of Jail Population Forecast

- RFP requested a 25-year projection through 2047
- 2037 reflects construction for housing with support infrastructure for 2047
- Additional housing can be constructed if needed to meet 2047 bed needs

		2019	2022	2037	2047
Status Quo Forecast	Bookings (Average Per Day)	68.3	52.7	82.5	90.4
	Average Length of Stay (Days)	39.2	58.9	60.7	59.4
Moderate Forecast	Bookings (Average Per Day)	68.3	52.7	80.4	87.8
	Average Length of Stay (Days)	39.2	58.9	51.9	51.2
Optimal Forecast	Bookings (Average Per Day)	68.3	52.7	80.4	87.8
	Average Length of Stay (Days)	39.2	58.9	42.9	43.0
All Models	Fulton County Population	1,063,937	1,105,574	1,290,360	1,393,700
	Metropolitan Atlanta Population	4,810,231	4,982,924	5,819,113	6,267,538

All forecast scenarios assume:

- Estimated bookings will grow beyond historical levels
- Fulton County/Metro Atlanta populations will continue to grow

2019 Population Source: U.S. Census Bureau, Annual Estimates of the Resident Population for Counties in Georgia: April 1, 2010 to July 1, 2019 (CO-EST2019-ANNRES-13);
2022, 2037, 2047 Population Source: Georgia Governor Office of Planning and Budget

Commissioners Questions

3. Slide 15: Break down the categories of the 1,984 medical and mental health beds.

The architectural macro space program plans for 392 medical beds and 1,592 mental health beds. A more detailed breakdown is attached (Attachment C).

4. Slide 15: Break down the 5,480 beds into their components and classifications.

This breakdown is attached (Attachment C). For planning purposes, the Moderate Improvement Scenario provides the men's bed needs for 2037 and the infrastructure, medical/mental health and women's bed needs for 2047. This plan creates flexibility for further expansion if needed, based on the outcomes of continued improvements in the criminal justice system.

Attachment C: Fulton County Jail 5,480 Bed Distribution

Bed Distribution Breakdown

Housing Category	Men	Women
Reception ≤72 Hours	192	--
Reception ≤72 Hours Protective Custody	--	64
General Population (GP) - Minimum	360	--
GP Medium	2,176	--
GP Minimum GP Medium	--	64
GP High Maximum Close	288	--
GP High Maximum Close & Restrictive Housing	--	32
Protective Custody	96	--
Restrictive Housing	128	--
Youth	48	48
Mental Health Acute	480	120
Mental Health Subacute	256	64
Special Needs	504	168
Skilled Nursing	56	--
Medical Detoxification	48	--
Medical General Population	240	--
Medical Housing: Skilled Nursing Medical Detoxification Medical GP	--	48
Total Housing - Beds	4,872	608

Commissioners Questions

5. Slide 16: Simplify this slide. Compare both people and beds for the existing and proposed jail.
This slide is revised for clarity and consistency and is attached (Attachment B).

New Jail Increases Beds and Square Footage

EXISTING FACILITIES

(Rice Street Jail and Union City)

2,510

Beds

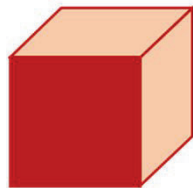
203

GSF / Bed

510,000

Gross Square Feet

2022 Actual ADP: 3,300



NEW JAIL

5,480

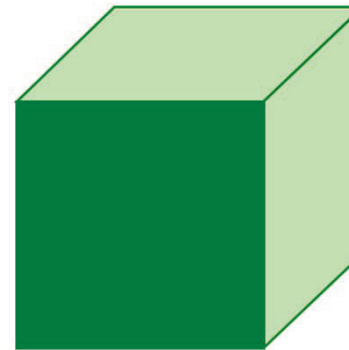
Beds

398

GSF / Bed*

2,182,500

Gross Square Feet



2037 Projected ADP: 4,455

* Complies with ACA and National Standards

Commissioners Questions

6. Slide A6: Address comparable county incarceration rates in relation to Fulton County.

This slide previously showed current populations in comparison to current bed counts. The slide is now revised to compare incarceration rates across counties in 2021 (latest available datapoint) and for Fulton County in 2022 (Attachment D).

“Comparable counties” on this slide were defined as counties that are urban, with active or recent jail expansion projects, and counties for which the feasibility study team has some access to data. It was noted that these counties are not located in the Southeast, and thus were geographically not comparable with regional differences and other variables that would prove significant.

This slide had been moved to the Appendix because it is not directly relevant to the goal of defining Fulton County’s needs, or germane to the cost and location of the new facility.

7. Indicate comparable incarceration rates for the counties adjoining Fulton County.

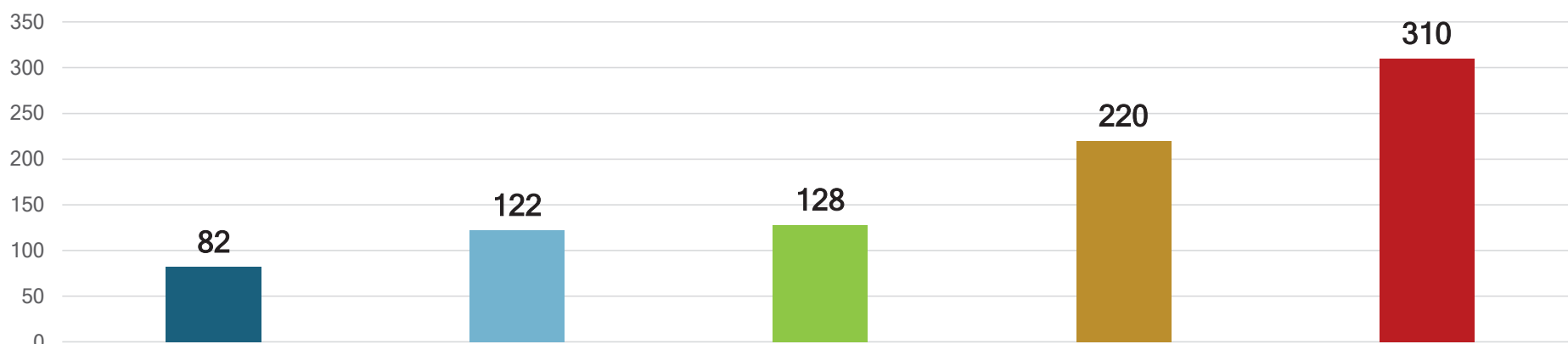
Based on data from the Georgia Department of Community Affairs, the attached new slide indicates that Fulton County’s rate is higher than that of adjoining counties, other than Clayton County which has a much smaller population (Attachment E).

8. Indicate incarceration rates for those U.S. states with the highest incarceration rates nationally.

Based on data from the Prison Policy Initiative, the attached new slide indicates that Georgia ranks fourth among U.S. states with the highest incarceration rates in 2021 (Attachment F).

Incarceration Rates in Other Urban Counties

Incarcerated Population per 100,000 in Other Urban Counties
with New Jails under Design/Construction

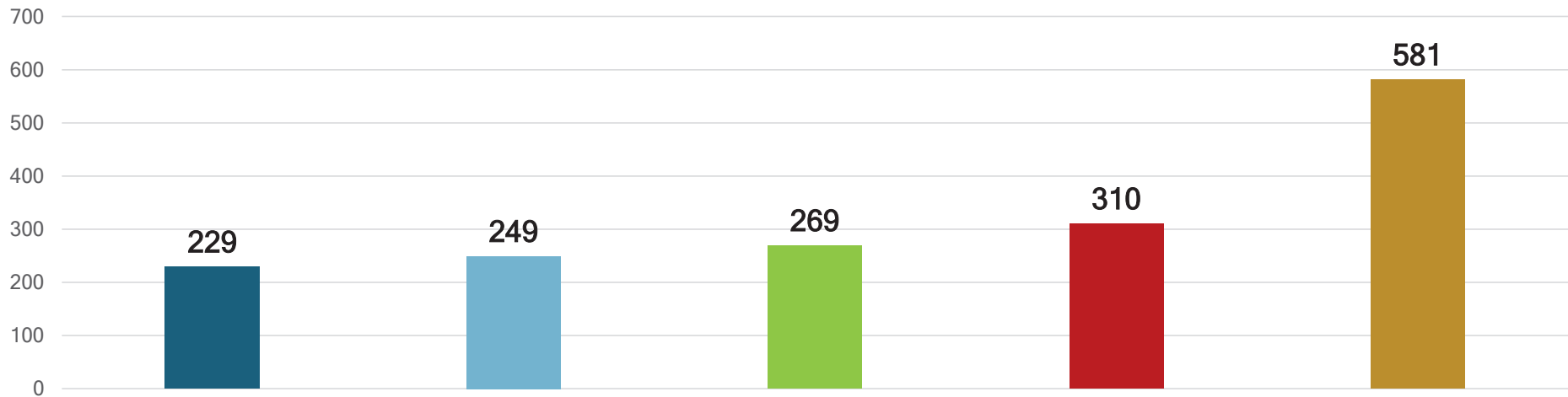


	Wayne County, MI (Detroit) 2021	Franklin County, OH (Columbus) 2021	Cuyahoga County, OH (Cleveland) 2021	Baltimore County and Baltimore City, MD 2021	Fulton County, GA (Atlanta) 2022
County Population	1,789,781	1,321,414	1,249,387	1,425,814	1,105,574
Jail Population (ADP)	1,466	1,615	1,596	3,141	3,426

Data Sources: County Populations (2021): U.S. Census Quick Facts; Fulton County Population (2022): Georgia Governor Office of Planning and Budget, <https://opb.georgia.gov/census-data/population-estimates>; ADPs (2021): DOJ Midyear Jail Survey 2021, <https://bjs.ojp.gov/data-collection/annual-survey-jails-asj>

Incarceration Rates in Neighboring Georgia Counties

Incarcerated Population per 100,000 in Neighboring Georgia Counties



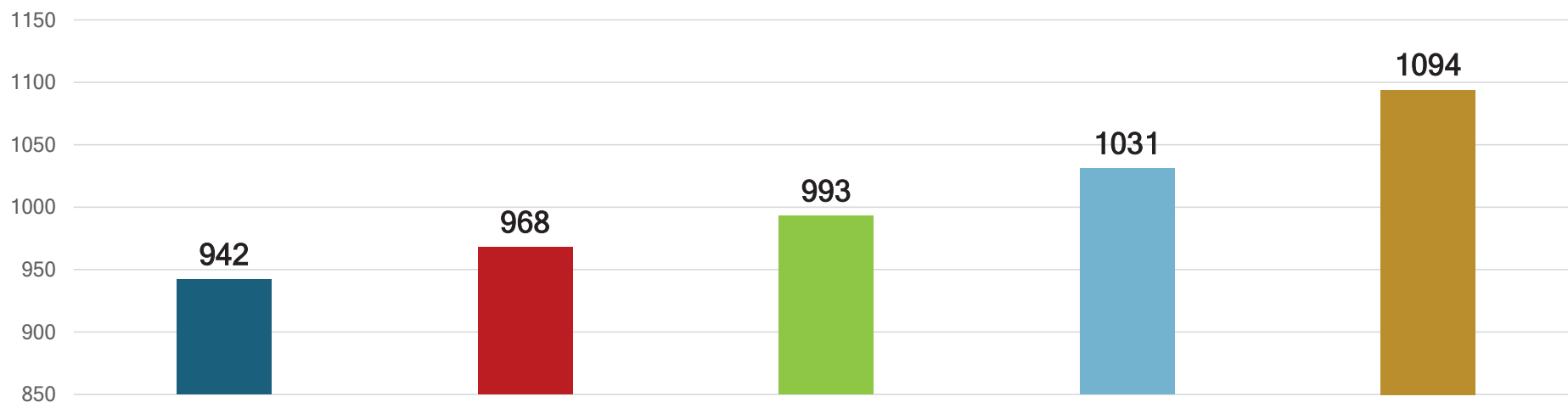
	Gwinnett County 2022	Cobb County 2022	Dekalb County 2022	Fulton County 2022	Clayton County 2022
County Population	966,057	779,374	776,792	1,105,574	299,405
Jail Population (ADP)	2,209	1,938	2,088	3,426	1,741

Data Sources: County Populations (2022): Georgia Governor's Office of Planning and Budget, <https://opb.georgia.gov/census-data/population-projections>;

Jail Populations (December 2022): Georgia Department of Community Affairs, County Jail Inmate Population Report, https://www.dca.ga.gov/sites/default/files/jail_report_dec22.pdf

Highest Incarceration Rates in U.S. States

Incarcerated Population (Jails + Prisons) per 100,000 in Highest Ranking U.S. States



	Arkansas 2021	Georgia 2021	Oklahoma 2021	Mississippi 2021	Louisiana 2021
State Population	3,011,524	10,711,908	3,959,353	2,961,279	4,657,757
Total State Incarceration	28,377	103,722	39,325	30,534	50,934

Data Sources: Prison Policy Initiative, *Confined Populations by State and Type of Confinement (2021)*,
https://www.prisonpolicy.org/global/appendix_states_2021.html

Commissioners Questions

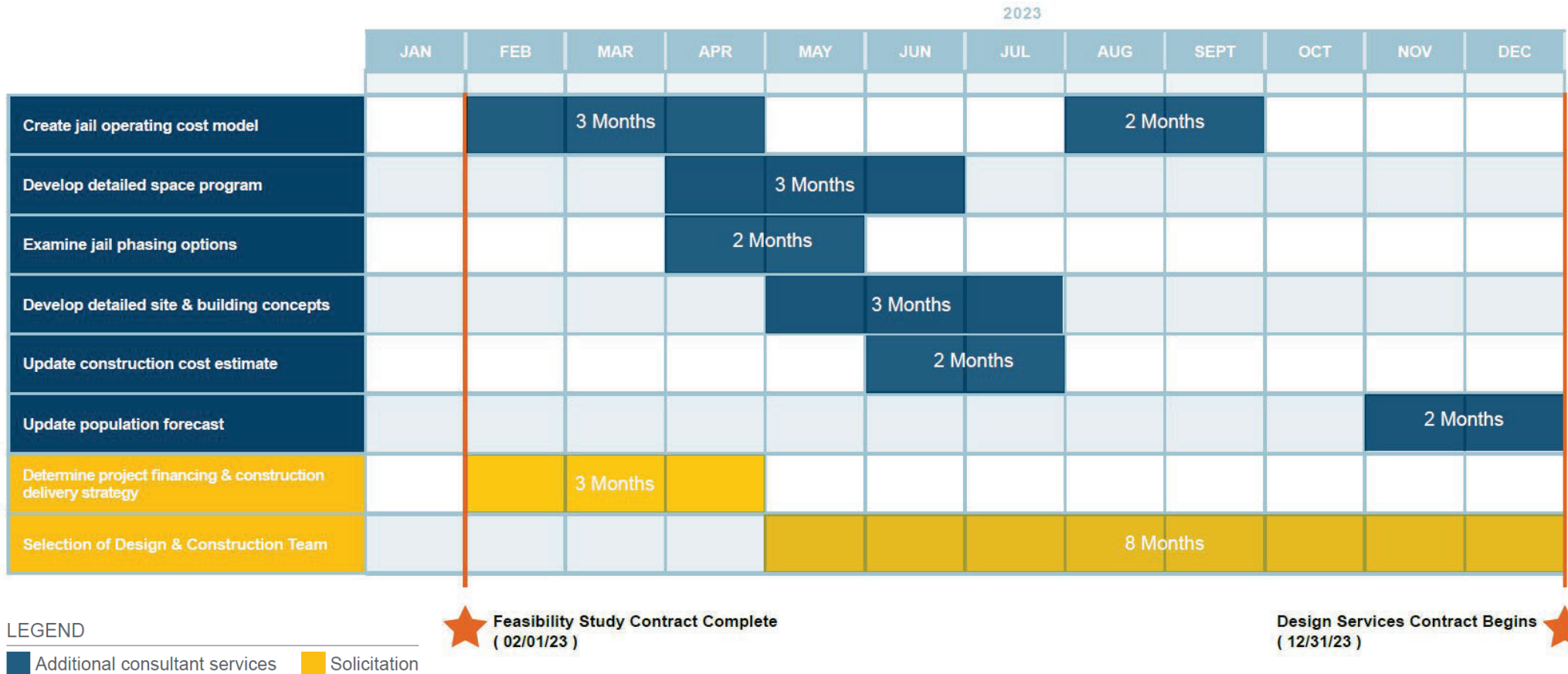
9. List P3 justice and other public projects that are ongoing or recently completed in the US.

There are currently 185 municipal social infrastructure P3 projects in the US.

Of those, 10 are criminal justice related:

- Alabama Prison Facilities
- Oahu Community Correctional Centre
- Long Beach Courthouse
- Baltimore City Circuit Courthouse
- Miami-Dade County Civil and Probate Courthouse
- Oregon Clackamas County Courthouse
- Maryland Courthouse
- Kansas Prison
- Indiana Police Station / Parking Garage

Recommended Next Steps



THANK YOU QUESTIONS AND ANSWERS





Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0097

Meeting Date: 3/1/2023

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

Discussion: Ordinance to amend Chapter 2 (Administration), Article III (Finance), Division 2 (Budget) of the Fulton County Code of Ordinances to modify Code Section 2-261 to require the County Manager to present the budget requests for the next fiscal year to the Board of Commissioners no later than sixty (60) days before the millage rate is set; and for other purposes. **(Arrington) (HELD ON 2/1/23 AND 2/15/23)**

1 **AN ORDINANCE TO AMEND CHAPTER 2 (ADMINISTRATION), ARTICLE III**
2 **(FINANCE), DIVISION 2 (BUDGET) OF THE FULTON COUNTY CODE OF**
3 **ORDINANCES TO MODIFY CODE SECTION 2-261 TO REQUIRE THE COUNTY**
4 **MANAGER TO PRESENT THE BUDGET REQUESTS FOR THE NEXT FISCAL YEAR**
5 **TO THE BOARD OF COMMISSIONERS NO LATER THAN SIXTY (60) DAYS BEFORE**
6 **THE MILLAGE RATE IS SET; AND FOR OTHER PURPOSES.**

7 **WHEREAS**, the Fulton County Board of Commissioners seeks to exercise the
8 utmost care in its considerations of the budget and the allocations and expenditures of
9 public funds for public purposes; and

10 **WHEREAS**, O.C.G.A. § 36-81-1 provides “minimum budget, accounting, and
11 auditing requirements for local governments so as to provide local taxpayers with an
12 opportunity to gain information concerning the purposes for which local revenues are
13 proposed to be spent and are actually spent and to assist local governments in generally
14 improving local financial management practices while maintaining, preserving, and
15 encouraging the principle of home rule over local matters;” and

16 **WHEREAS**, the Fulton County Board of Commissioners has the authority pursuant
17 to O.C.G.A. § 36-81-5 to establish the date by which the Fulton County’s budget officer
18 shall prepare the proposed budget for the ensuing fiscal year; and

19 **WHEREAS**, via Resolution 18-0577 (adopted August 15, 2018), the Fulton County
20 Board of Commissioners amended Fulton County Code Section 2-261, regarding the
21 process for adoption of the Fulton County annual budget, to establish that “the county
22 manager [in lieu of the Budget Commission] shall submit or cause to be submitted
23 annually to the board of commissioners, by no later than November 15, a proposed
24 budget governing expenditures of all county funds, including capital outlay and public
25 works projects, for the following year”; and

1 **WHEREAS**, the Fulton County Board of Commissioners is required to set an
2 annual millage rate for the collection of taxes on real property within Fulton County
3 pursuant to O.C.G.A. § 48-5-32.1, which is typically finalized on or before September of
4 each year; and

5 **WHEREAS**, the final adopted millage rate governs the potential amount of tax
6 revenues Fulton County will receive in order to fund the public programs and operations
7 for the upcoming year; and

8 **WHEREAS**, the Fulton County Board of Commissioners finds that it is prudent and
9 best fiscal practice to have notice of and be able to consider annual departmental budget
10 requests for inclusion in the proposed budget prior to adopting the millage rate in order to
11 gauge the level and type of upcoming programmatic needs to best serve the needs of the
12 citizens of Fulton County; and

13 **WHEREAS**, the Fulton County Board of Commissioners has authority, pursuant to
14 the Constitution of the State of Georgia, Article 9, Sec. 2 ¶ 1(a), to adopt reasonable
15 ordinances, resolutions, or regulations relating to its affairs for which no provision has
16 been made by general law and which is not inconsistent with the Georgia Constitution or
17 any local law applicable thereto.

18 **NOW, THEREFORE, BE IT ORDAINED**, that the Fulton County Board of
19 Commissioners hereby amends Fulton County Code Section 2-261 (and others) to
20 require that the County Manager shall receive from the departments and present to the
21 Fulton County Board of Commissioners, departmental budget requests for the upcoming
22 year under consideration no later than sixty (60) days before the final adoption of the

1 millage rate by the Board of Commissioners each year, as this new requirement is set
2 forth in Attachment A hereto, and incorporated by reference as if fully set forth herein.

3 **BE IT FURTHER ORDAINED**, that nothing herein shall restrict Fulton County's
4 ability to modify or revise its budget as otherwise provided by state law and Fulton County
5 ordinances.

6 **BE IT FURTHER ORDAINED**, that any and all resolutions and ordinances or parts
7 of resolutions and ordinances in conflict with this Ordinance shall be and the same hereby
8 are rescinded.

9 **BE IT FINALLY ORDAINED**, that this Ordinance shall be in full force and effect
10 immediately upon its adoption.

11 **SO PASSED AND ADOPTED**, this 5th day of October, 2022.

12 **FULTON COUNTY BOARD OF COMMISSIONERS**

13 **SPONSORED BY:**

14
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16
17
18 Marvin S. Arrington, Jr., Commissioner
19 District 5
20

21 **ATTEST:**

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23
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25 Tonya R. Grier
26 Clerk to the Commission
27
28

29 **APPROVED AS TO FORM:**

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31
32 Y. Soo Jo
33 County Attorney
34

35 P:\CALegislation\BOC\Resolutions\Ordinances\2022\Arrington\11.16.22.Amended Ordinance for the County Manager to Present
36 Budget Requests Sixty Days Prior to Consideration of the Millage Rate.final.docx

Attachment 1

Sec. 2-261. - Proposal and adoption of budget.

No later than sixty (60) days prior to the final adoption by the board of commissioners of the millage rate each year, the county manager shall make a preliminary report to the board of commissioners of the departments' anticipated budget requests. The county manager shall submit or cause to be submitted annually to the board of commissioners, by no later than November 15, a proposed budget governing expenditures of all county funds, including capital outlay and public works projects, for the following year. The county manager's submission of the proposed budget shall include the budget requests of all of the county's departments, agencies, elected officials and authorities who receive funding from the county through the budget process. This proposed budget will serve, as presented, as the operating budget until a final budget is adopted. The procedures for budget preparation, submission to the governing authority, review by the governing authority, public review, notice, and hearings shall be as provided for in Chapter 81 of Title 36 of the O.C.G.A. [O.C.G.A. § 36-81-1 et seq.]. The budget shall then be adopted by the board of commissioners by no later than the second regular meeting in January of the year to which it applies, which budget, when so adopted by the board of commissioners, shall constitute the board of commissioners' appropriation of all funds for such year.

The county manager is authorized to take all administrative steps necessary to implement the budget as approved. The budget so adopted may be revised during the year only by formal action of the board of commissioners in a regular meeting which has been advertised in accordance with subsection (e) of Code Section 36-81-5 of the O.C.G.A. [O.C.G.A. § 36-81-5] and no increase shall be made in such budget without provision also being made for financing such increase. The proposed budget submitted by the county manager shall be accompanied by a report containing information and data required by subsection (b) of Code Section 36-81-5 of the O.C.G.A. [O.C.G.A. § 36-81-5]. A copy of the proposed budget shall be transmitted to the county clerk of the commission of Fulton County on the date it is submitted to the board of commissioners. Upon adoption of the budget, a copy shall be transmitted to the county clerk of the commission of Fulton County.

Sec. 102-287. Balanced budget.

- (a) The ~~budget commission~~ county manager shall submit to the board of commissioners a budget limiting combined expenditures to the level of the prior year, plus the actual amount of anticipated revenue relating to growth in the general digest, subject to providing additionally for those emergencies and contingencies that, if not provided for, would result in the departments of Fulton County failing to perform the duties imposed upon them by law.
- (b) If the ~~budget commission's~~ county manager's budget does not reflect subsection (a) of this section, then an alternative budget shall be presented to the board of commissioners to reflect the wishes of the board of commissioners.

(Res. of 9-7-88)

Sec. 102-288. Target plan to address present and future needs of county.

- (a) The Fulton County board of commissioners, upon adoption of the 1988 annual budget, will commence a three-year target plan to address the present and future needs of Fulton County and obligations thereto. The Fulton County board of commissioners, upon adoption of the 1988 annual budget, reviews all projects both proposed

and presently under construction to ascertain existing and anticipated expenditures for such projects, including personnel requirements, physical facilities, and other cost.

- (b) The Fulton County board of commissioners shall direct the county manager to conduct detailed departmental reviews with consultation from the Fulton County board of commissioners regarding:
 - (1) Internal operations of county departments;
 - (2) Staffing; and
 - (3) Recommendations for reduction in employees through attrition as a result of the internal audit or transferal of an employee position due to the results of the internal audit.
- (c) The Fulton County board of commissioners shall direct the county manager to conduct an assessment of the physical buildings and facilities of Fulton County and the costs assailed thereto.
- (d) The Fulton County board of commissioners shall direct the county manager to conduct an assessment of Fulton County's financial responsibility to the Fulton/DeKalb Hospital Authority.
- (e) The Fulton County board of commissioners, after the adoption of the 1988 annual budget, shall direct the county manager to provide recommendations on increases in licenses and fees.
- (f) The Fulton County board of commissioners shall direct the county manager to provide recommendations on an increase in other fees (alcohol licenses, courts, etc.).
- (g) The Fulton County board of commissioners shall direct the county manager to report on taxation or legislation, if any, from the Georgia General Assembly.
- (h) The Fulton County board of commissioners shall direct the county manager to review growth in the tax digest.
- (i) The Fulton County board of commissioners shall direct the county manager to prepare legislation for a payroll tax or similar city tax to the Georgia General Assembly in future sessions of that body.
- (j) The Fulton County board of commissioners shall direct the county manager to report on the status of the tax appraisal package between the City of Atlanta and Fulton County. This process should be expedited.
- (k) ~~In addition to the actions of the budget commission, The county manager shall provide~~ the Fulton County board of commissioners ~~shall be provided with~~ a monthly analysis of actual expenditures and actual revenues in comparison to the annual budget.
- (l) The Fulton County board of commissioners shall convene in July 1988, and by July 15 of each succeeding year to conduct a midyear budget analysis of financial conditions of Fulton County.
- (m) The Fulton County board of commissioners shall direct the county manager to facilitate the purposes and intent of this section and to direct appropriate personnel to carry out this study in a detailed and timely manner.

(Res. of 2-3-88)

Sec. 102-290. General fund and special services district fund reserve balances.

- (a) There is hereby established fund balance reserves in the general fund and special services district fund as set forth in this section.
- (b) The general fund balance reserve shall be established as follows:
 - (1) Commencing with the 1995 fiscal year budget, a reserve of 5.4 percent of general fund budgeted expenditures shall initially be established, the initial reserve. This percentage represents approximately \$18,300,000.00 in 1995.
 - (2) Each subsequent year through 1998 an additional one percent of budgeted expenditures shall be reserved to the extent such amount is available from revenues exceeding budgeted amounts and/or expenditures which were less than budgeted amounts in the immediately preceding year.
 - (3) The "minimum reserve" for the general fund is established at no less than 16.66 percent of budgeted expenditures, representing on average two months of expenditures and allowing Fulton County sufficient resources to operate until annual tax anticipation note proceeds can be received.
 - (4) A goal reserve of 20 percent of budgeted expenditures for the general fund is established. As part of the budgeting process each year until the goal reserve is established, the ~~budget commission~~ county manager and Board of Commissioners of Fulton County shall consider increasing the fund balance reserve by one percent to the extent such amount is available from revenues exceeding budgeted amounts and/or expenditures which were less than budgeted amounts in the immediately preceding year.
 - (5) The fund balance reserve may be reduced only in the following situations:
 - a. If budgeted revenues for any fiscal year are not collected and actual expenditures cause an operating deficit for that year;
 - b. If a natural disaster occurs within the boundaries of Fulton County, and the board of commissioners approves the use of the reserve to pay for the costs of such disaster; or
 - c. If the board of Commissioners of Fulton County determines that an unforeseeable emergency situation exists and approves the use of the fund balance reserve to pay for the emergency situation.
- (c) The special services district fund fund balance reserve shall be established as follows:
 - (1) Commencing with the 1995 fiscal year budget, a reserve of 10.6 percent of special service district fund budgeted expenditures shall initially be established, the initial reserve. This percentage represents approximately \$6,700,000.00 in 1995.
 - (2) Each subsequent year through 1998 an additional one percent of budgeted expenditures shall be reserved to the extent such amount is available from revenues exceeding budgeted amounts and/or expenditures which were less than budgeted amounts in the immediately preceding year.
 - (3) The minimum reserve for the special services district is established at 16.67 percent of budgeted expenditures, representing on average two months of expenditures. Unlike the general fund, the special services district cannot borrow operating monies through a tax anticipation note. A fund balance reserve at 16.67 percent of budgeted expenditures will allow the fund to have sufficient cash flow resources to sustain operations until tax revenues are received.
 - (4) A goal reserve of 20 percent of budgeted expenditures for the special services district fund is established. As part of the budgeting process each year until the goal reserve is established, the ~~budget commission~~ county manager and Board of Commissioners of Fulton County shall consider increasing the fund balance reserve by one percent to the extent such amount is available from revenues exceeding budgeted

amounts and/or expenditures which were less than budgeted amounts in the immediately preceding year.

(5) The fund balance reserve may be reduced only in the following situations:

- a. If budgeted revenues for any fiscal year are not collected and actual expenditures cause an operating deficit for that year;
- b. If a natural disaster occurs within the boundaries of the Special Services District of Fulton County, and the board of commissioners approves the use of the reserve to pay for the costs of such disaster; or
- c. If the board of Commissioners of Fulton County determines that an unforeseeable emergency situation exists and approves the use of the fund balance reserve to pay for the emergency situation.

(95-0105, §§ I—III, 2-15-95; 15-0078, 1-21-15)