

**FULTON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING**

May 3, 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**23-0290 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.

23-0291 Board of Commissioners

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Charles E. Johnson, II Remembrance Day." **(Hall)**
April 15, 2023

Proclamation recognizing "Dione Nicole Starks Morton Remembrance Day."
(Abdur-Rahman)
April 15, 2023

Proclamation recognizing "Ivory Lee Young, Sr. Remembrance Day."
(Arrington/Pitts/Hall/Abdur-Rahman)
April 21, 2023

Proclamation recognizing "Carolyn Long Banks Remembrance Day."
(Abdur-Rahman/Pitts/Hall/Arrington)
April 21, 2023

Proclamation recognizing "Chloe Bailey Appreciation Day." **(Hall)**
April 22, 2023

Proclamation recognizing "Bryce Brooks Remembrance Day." **(Hall)**
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Proclamation recognizing "Joyce Killian Remembrance Day." **(Arrington)**
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Proclamation recognizing "Dr. Dawn Samad Appreciation Day." **(Hall)**
April 24, 2023

Proclamation recognizing "Robert Bob Mants, Jr. Remembrance Day."
(Abdur-Rahman)
April 25, 2023

Proclamation recognizing "Georgia State Women At Work Series Appreciation Day." **(Hall)**
April 26, 2023

Proclamation recognizing “Debbie Seidel Blount Appreciation Day.” **(Ellis)**
May 5, 2023

Proclamation recognizing “Atlanta Suburban Alumnae Delta Sigma Theta Sorority, Inc. Appreciation Day.” **(Pitts)**
May 6, 2023

Commissioners' District Board Appointments

23-0292 Board of Commissioners ADMINISTRATIVE HEARING OFFICERS

Term = 2 Years

Two-year terms pursuant to Section 34-67(a) of the Fulton County Civil Service Act.

Commissioner Thorne has nominated Alex Kaufmann and Kurt Hilbert for appointments to two-year terms.

Arts and Libraries

23-0293 Library

Request approval to increase the spending authority, Fulton County Library System 22ITB0111B-EC, E-Rate Category 1 - Broadband internet Access in an amount not to exceed \$9,684.00 with AT&T Corporation (Atlanta, GA) to include the State portion of E-Rate funding which provides broadband internet access for all library locations. 100% grant funded. Effective upon BOC approval.

Infrastructure and Economic Development

23-0294 Real Estate and Asset Management

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement between Fulton County, a political subdivision of the State of Georgia, and Jen Georgia 18, LLC, for the purpose granting conditional approval to allow stormwater piping within the County’s existing sanitary sewer easement at 314 Thompson Street et al, Alpharetta, Georgia 30009.

23-0295 Real Estate and Asset Management

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement between Fulton County, a political subdivision of the State of Georgia, and Jen Georgia 18, LLC, for the purpose of granting conditional approval to allow stormwater piping and tree planters within the County’s existing water line easement area at 314 Thompson Street et al, Alpharetta, Georgia 30009.

23-0296 Real Estate and Asset Management

Request approval of a Resolution approving an Intergovernmental Agreement between Fulton County and the City of Union City for the purpose of allowing the Department of Senior Services to utilize City-owned property located at 5285 Lakeside Drive, Union City, Georgia 30291 to provide congregate meals and other senior services to Fulton County seniors; to authorize the Chairman to sign the Intergovernmental Agreement and any related documents to implement the same; to authorize the County Attorney to approve the Intergovernmental Agreement and any related documents as to form and make necessary modifications prior to execution to protect the County's interests.

23-0297 Real Estate and Asset Management

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement between Fulton County, a political subdivision of the State of Georgia, and LWV TPA GA 400, LLC for the purpose of granting conditional approval to allow stormwater piping to remain within a portion of Fulton County's existing water line easement at 0 Lakeview Parkway, Alpharetta, Georgia 30009.

23-0298 Real Estate and Asset Management

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement between Fulton County, a political subdivision of the State of Georgia, and LWV TPA GA 400, LLC for the purpose granting conditional approval to allow stormwater piping to remain within a portion of the County's existing sanitary sewer easement at 0 Lakeview Parkway, Alpharetta, Georgia 30009.

23-0299 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 1,395 square feet to Fulton County, a political subdivision of the State of Georgia, from the Downtown Development Authority of the City of Roswell, Georgia, for the purpose of constructing the West Alley Development Project at 37 Mimosa Boulevard, Roswell, Georgia 30075.

Justice and Safety**23-0300 Emergency Management**

Request approval of the Atlanta Region Commission's Metro Atlanta Urban Area Security Initiative Memorandum of Understanding regarding Department of Homeland Security grant funding awarded to the Atlanta-Fulton County Emergency Management Agency - AFCEMA (Grant Years 2020 & 2021).

23-0301 Superior Court Clerk

The appointment of Che' Alexander as Chief Deputy Clerk spread upon the minutes of the Board of Commissioners.

23-0302 District Attorney

Request approval of an award without competition - District Attorney, 2021 U.S. Department of Justice's Bureau of Justice Assistance (BJA), BJA Byrne Criminal Justice Innovation Program (BCJI) Grant, Grant Award No. 15PBJA-21-GG-04117-BCJI with Applied Research Services named as a sub-awardee in the Grant in an amount not to exceed \$183,000.00. Effective upon BOC approval through the term of the Grant. 100% grant funded.

REGULAR MEETING AGENDA**23-0303 Board of Commissioners**

Adoption of the Regular Meeting Agenda.

23-0304 Clerk to the Commission

Ratification of Minutes.

Regular Meeting Minutes, April 12, 2023

Recess Meeting Post Agenda Minutes, April 19, 2023

23-0305 Board of Commissioners

Presentation of Proclamations and Certificates.

Proclamation recognizing "Able Mable Thomas Appreciation Day." **(Hall/BOC)**

Proclamation recognizing "Detention Officer Brooklyn Unitas Appreciation Day." **(Thorne)**

Proclamation recognizing "County Attorney's Office Appreciation Day." **(Thorne)**

Proclamation recognizing "Mental Health Month." **(Hall/Arrington)**

Proclamation recognizing "Older Americans Month." **(Hall)**

Proclamation recognizing "National Therapy Animal Day." **(Hall)**

Proclamation recognizing "Deputy Clarence Houston Appreciation Day." **(Hall)**

Proclamation recognizing "Law Day and Law Week." **(Abdur-Rahman)**

Proclamation recognizing "Harry Belafonte Remembrance Day." **(Abdur-Rahman)**

PUBLIC HEARINGS**23-0306 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.

PRESENTATIONS TO THE BOARD**Atlanta Regional Commission****23-0307 Board of Commissioners**

Presentation - ARC's New Strategic Plan and Update on the Long-Range Transportation Plan

COUNTY MANAGER'S ITEMS**Open & Responsible Government****23-0308 Finance**

Review and approval of May 3, 2023 Budget Soundings

23-0309 Real Estate and Asset Management

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 23ITB136993C-GS, Medical and Clinical General Cleaning Services in an amount of not to exceed \$330,218.00 with Intercontinental Commercial Services, Inc. (ICS, Inc.) (Lawrenceville, GA), to provide the highest quality medical and clinical general cleaning services for selected Fulton County Health facilities to be provided upon execution of contract through December 31, 2023 with two renewal options.

23-0310 Real Estate and Asset Management

Request approval of recommended proposals - Department of Real Estate and Asset Management, 22RFP135756C-GS, Janitorial Services for Fulton County Government Center Complex (Group A) and Justice Center Facilities (Group B) in a total amount not to exceed \$1,476,729.00 with (A) ABM Industry Groups, LLC (Atlanta, GA) in an amount not to exceed \$570,430.00; and (B) American Facility Services, Inc. (Alpharetta, GA) in an amount not to exceed \$906,299.00, to provide the highest quality janitorial services for the Government Center Complex and Justice Center Facilities. Effective May 1, 2023 through December 31, 2023, with two renewal options.

23-0311 Real Estate and Asset Management

Request approval of a recommended proposal - Department of Real Estate and Asset Management, RFP#22RFP136202K-DB, Real Estate Development Consultant Services, in an amount not to exceed \$150,000.00 with BAE Urban Economics, Inc. (Roswell, GA), to provide real estate development, planning and consultant services including evaluation, procurement, and technical advisory services for the County as needed. Effective upon execution of Contract for a three year period with one, one year renewal option.

Arts and Libraries**23-0312 Library**

Request approval for usage of Beltline TAD Funds - Fulton County Library System, TAD Funding in an amount not to exceed One Million Five Hundred Fifty Thousand dollars (\$1,550,000.00) to replace and refresh end of life and end of support network equipment at twenty-one (21) library locations as recommended by the Fulton County Library System Board of Trustees. This request is effective upon BOC approval.

Health and Human Services**23-0313 Public Works**

Request approval of the lowest responsible bidder - Public Works, 22ITB136410K-BKJ, Pine Valley Phase 2A Interceptor Sewer Replacement in an amount not to exceed \$7,536,975.00 with Wade Coots Company, Inc. (Austell, GA), to provide all labor, material and equipment to remove and replace approximately 4,062 feet of 30" to 48" RCP gravity sewer pipe with 54" HOBAS Fiberglass pipe and epoxy coated precast concrete manholes. Effective upon execution of contract for 180 consecutive/calendar days upon issuance of the Notice to Proceed.

23-0314 Public Works

Request approval of the lowest responsible bidder - Department of Public Works, 22ITBC091A-KM, Ductile Iron Pipe, Restraining Gaskets and Tapping Saddles in the amount not to exceed \$175,589.69 with Ferguson Waterworks (Norcross, GA), to provide ductile iron pipe, restraining gaskets and tapping saddles. Effective upon BOC approval with two renewal options.

23-0315 Senior Services

Request approval to decrease spending authority - Visiting Nurse Health System, 22RFP035A-CJC, Aging Services in the amount of \$123,864.03 with Visiting Nurse Health System (Alpharetta, GA) to reduce the contract award amount to exclude the project income amount that was inadvertently included. Effective upon BOC approval.

23-0316 Senior Services

Request approval for Fulton County Finance Department to enter into a contract with new broker CIMA World, Inc. to provide liability, accident and excess automobile liability insurance coverage for senior AmeriCorps volunteers and authorize the Finance Director to pay related costs of \$4000.00 to acquire the CIMA coverage. Effective upon BOC approval.

Infrastructure and Economic Development**23-0317 Select Fulton**

Request approval to renew an existing contract - Select Fulton - Workforce Development Division, 22RFP0119B-PS, One Stop Operator in the amount of \$125,000.00 with Arbor E&T, LLC dba Equus Workforce Solutions (Louisville, KY) to provide the coordination and facilitation of a "One- Stop Operator" service. This action exercises the first of three renewal options. Two renewal options remain. Effective dates: July 1, 2023 through June 30, 2024. This contract is 100% grant funded.

23-0318 Select Fulton

Request approval to renew existing contracts - Select Fulton - Workforce Development Divisions, 22RFP0121B-PS, Adult and Dislocated Services for Select Fulton in the amount of \$1,725,125.00 with Arbor E&T, LLC dba Equus Workforce Solutions (Louisville, KY) to provide adult and dislocated career center services. This action exercises the first of three renewal options. Two renewal options remain. Effective dates: July 1, 2023 through June 30, 2024. This contract is 100% grant funded.

23-0319 Select Fulton

Request approval to renew existing contracts - Select Fulton Workforce Development Divisions 22RFP0120B-PS, Youth Services for Select Fulton in the amount of \$600,000.00 with Arbor E&T, LLC dba Equus Workforce Solutions (Louisville, KY) to provide youth career center services. This action exercises the first of three renewal options. Two renewal options remain. Effective dates: July 1, 2023 through June 30, 2024. This contract is 100% grant funded.

COMMISSIONERS' ACTION ITEMS**23-0253 Board of Commissioners**

Request approval of a Resolution by the Fulton County Board of Commissioners directing the County Manager and County Attorney to develop a plan for the Board of Commissioners' consideration for Legislation authorizing a Countywide Special Local Option Sales Tax to support Healthcare infrastructure and foster stabilization on Healthcare services Countywide; and for other matters. **(Ellis) (HELD ON 4/19/23)**

23-0320 Board of Commissioners

Request approval of a Resolution by the Fulton County Board of Commissioners adopting desired goals and standards for criminal cases handled within the Fulton County Justice System; urging all elected and appointed officials serving in a Fulton justice capacity to focus their efforts towards meeting these standards; and for other purposes. **(Ellis)**

Commissioners' Full Board Appointments**23-0254****Board of Commissioners**

HOSPITAL AUTHORITY OF FULTON COUNTY (NORTHSIDE) **(HELD ON 4/12/23 AND 4/19/23)**

The Board of Commissioners shall submit a slate of three (3) names, per position, to the Hospital Authority of Fulton County, for selection of one (1) person to be appointed by the Authority for each position.

Term = 4 years, staggered

Term below expires: 4/1/2024

Dr. Thomas W. Gable **(BOC Position #2) (Deceased)**

The Board of Trustees of the Hospital Authority of Fulton County (Northside) submitted the following slate of names for the Board of Commissioners' consideration to fill the unexpired term of Dr. Thomas Gable (Position #2) ending April 1, 2024. (Ellis)

Position #2

Kenneth Kupke, M.D.

Marc Soneshine, M.D.

Jennifer Amerson, M.D.

COUNTY MANAGER'S PRESENTATION AND DISCUSSION ITEMS**Health and Human Services****23-0321****Senior Services**

Presentation and request approval of the Senior Transportation Uber/Lyft Program update and implementation of such.

Infrastructure and Economic Development**23-0322****Select Fulton**

Presentation on Select Fulton - Workforce Development update to Board of Commissioners.

EXECUTIVE SESSION**23-0323 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.: 23-0291

Meeting Date: 5/3/2023

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

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Charles E. Johnson, II Remembrance Day." **(Hall)**
April 15, 2023

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Proclamation recognizing "Georgia State Women At Work Series Appreciation Day." **(Hall)**
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Proclamation recognizing "Debbie Seidel Blount Appreciation Day." **(Ellis)**
May 5, 2023

Proclamation recognizing "Atlanta Suburban Alumnae Delta Sigma Theta Sorority, Inc. Appreciation Day." **(Pitts)**
May 6, 2023



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0293

Meeting Date: 5/3/2023

Department

Library

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

Request approval to increase the spending authority, Fulton County Library System 22ITB0111B-EC, E-Rate Category 1 - Broadband internet Access in an amount not to exceed \$9,684.00 with AT&T Corporation (Atlanta, GA) to include the State portion of E-Rate funding which provides broadband internet access for all library locations. 100% grant funded. 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)*

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 current E-Rate grant funding was approved in the amount of \$142,032.00 based on the recent bid for the service and the amount provide by USAC. The GPLS portions (10%) is also included in the grant total and needs to be included in the grant budget. This request increases spending authority to include the State portion of E-Rate funding. This request does not impact the forthcoming renewal for the 2023-2024 grant cycle.

Scope of Work: This action will provide internet access to library patrons for internet connectivity during library visits. The vendor will be required to participate in the Universal Service Support Mechanism for schools and libraries, known as “E-Rate”, as authorized under the Federal Telecommunications Act of 1996. This contract may be totally or partially dependent upon the successful receipt of Universal Service Administrative Company Fund (USAC) subsidies commonly known as “E-Rate”. There are currently 34 libraries providing Internet access and WAN connectivity with the capability to add any additional sites as required. This accessibility is necessary in order to provide internet access for library users of the Library System’s website.

Community Impact: There is no community impact

Department Recommendation: The library recommends approval of this action.

Project Implications: The department will seek alternative ways to pay invoices if this action is not approved.

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

Department Issues/Concerns: There are no departmental issues.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0177	3/16/22	\$142,032.00
Amendment #1			\$9,684.00
Total Revised Amount			\$151,716.00

Contract Modification:

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

Contract Value: \$151,716.00

Prime Vendor: AT&T Corporation

Prime Status: Non-Minority

Location: Atlanta, GA

County: Fulton County

Prime Value: \$151,716.00 or 100.00%

Total Contract Value: \$100.00%

Certified Value: \$-0-

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

Exhibit 1: Vendor Performance Report

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

Jamar Parker, Financial Systems Manager 404-612-8707

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$142,032.00
Previous Adjustments: \$0.00
This Request: \$9,684.00
TOTAL: \$151,716.00

Grant Information Summary

Amount Requested: \$151,716.00
Match Required: \$0.00
Start Date: July 1, 2022
End Date: June 30, 2023
Match Account \$: \$0.00

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

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

461-650-UA22-1493- Grant Fund- Library - Universal Service Admin Co E-Rate - Telephone - Library

Funding Line 2:

461-650-ER22-1493- Grant Fund- Library - Universal Service Admin Co E-Rate - Telephone - Library

Key Contract Terms	
Start Date: 7/1/2022	End Date: 6/30/2023
Cost Adjustment: N/A	Renewal/Extension Terms: 3 -year renewal options

Overall Contractor Performance Rating: 100**Would you select/recommend this vendor again?**

Yes

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

Agenda Item No.: 23-0293

Meeting Date: 5/3/2023

7/1/2022

4/1/2023

Performance Evaluation

Project Details

Notification Email	Default
Additional Recipients	N/A
Include notification issuer as an additional recipient	N/A
Project Name	E-RATE CATEGORY 1 – BROADBAND INTERNET ACCESS
Project Number	22ITB0111B-EC
Supplier	AT&T
Supplier Project Contact	Shane Robinson (preferred language: English)
Performance Program	Professional Services
Evaluation Period	10/01/2022 to 12/31/2022
Effective Date	04/12/2023

Performance Evaluation Details

ID	E1
Evaluation Score	100
Evaluation Type	Formal
Publication Date	04/12/2023 09:33 AM EDT
Published By	Jamar Parker

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

20/20

Rating

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

Comments

Not Specified

SCHEDULE

20/20

Rating

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

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

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

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

20/20

Rating

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

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0294

Meeting Date: 5/3/2023

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 between Fulton County, a political subdivision of the State of Georgia, and Jen Georgia 18, LLC, for the purpose granting conditional approval to allow stormwater piping within the County's existing sanitary sewer easement at 314 Thompson Street et al, Alpharetta, Georgia 30009.

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 states the following in part: "No retaining wall, building, pole, sign or other vertical structure shall be constructed in sanitary and storm sewer easements, including vehicular access easements around structures, without approval from the [Director of Public Works]." Further, O.C.G.A. § 36-10-1 requires that "[a]ll contracts entered into by the county governing authority with other persons in behalf of the county shall be in writing and entered on its minutes."

Strategic Priority Area related to this item *(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: Jen Georgia 18, LLC, the owner of the real property located at 314 Thompson Street et al, Alpharetta, Georgia 30009 has requested the conditional approval of the Fulton County Board of Commissioners to install a stormwater drainage pipe within the County's existing sewer easement.

In accordance with County Policy and the Statute 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. Jen Georgia 18, 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 797.5 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, Maintenance, and Land Use Agreement for Private Improvement ("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 314 Thompson Street et al in Alpharetta, 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 a stormwater drainage pipe 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 request approval of an Indemnification Agreement to formally acknowledge a permitted encroachment within an existing sanitary easement.

Project Implications: No negative impacts to the sanitary sewer service or access to the sanitary sewer line will result by allowing a stormwater pipe to be installed 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

Deed/Plat Book 66716, Page 1
Deed Book _____, Page _____

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this 18th day of January, 2020, between JENGEORGIA 18, 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 314 Thompson Street ETAL (enter address), and as more fully described in that certain conveyance recorded in Deed Book 65499, Page 129 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, 66716 Fulton County was granted a sanitary sewer easement, as referenced in and recorded at Plat Book (Deed Book (circle one) 66716), Page 1 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, said private improvements as same are more fully described in Exhibit "A" (the "Private Improvements").

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: JEN GEORGIA 18 LLC

RE Land Lot(s) 802, District 1st, 2nd Section

Parcel Numbers:

12 284108020061	12 284108020475
12 284108020830	12 284108020467
12 284108020749	12 284108020442
12 284108020491	12 284108020772
12 284108020764	12 284108020780
12 284108020624	12 284108020616
12 284108020525	12 284008030376

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

Signatures: [Signature]
STEVEN CHECK

Signed, sealed and delivered in

the presence of:

[Signature]

Owner: JEN Georgia 18 LLC

Address: 70 academy st

Alpharetta, Georgia, 30009

Unofficial Witness

[Signature]
Notary Public

My Commission Expires:

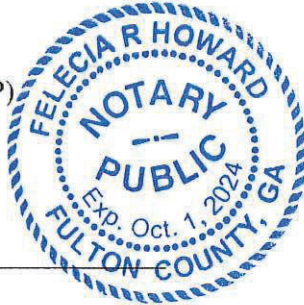
10/01/2024

(Authorized Party to Bind Said Entity)

(NOTARY SEAL)

(NOTARY STAMP)

Attest:



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

N34°30'34"E
35.35'

T.B.M.
#4 REBAR W/CAP
ELEV. = 1110.18

MATCHLINE (SHEET 3) N89°23'58"W 20' S.S.E.
MATCHLINE (SHEET 2)

N87°27'12"W
11.95'

S34°30'34"W
33.85'

STORMWATER PIPE
ENCROACHMENT

10
255

33
265

9
245

34
275

8
235

35
285

7
225

36
295

6
215

37
305

5
205

38
315

AREA
0.572 ACRES

CONCRETE WALL
(400 THOMPSON ST. RW/2)

N83°17'21"E
28.58'

N00°14'45"E
20.15'

P.O.B.

S83°17'21"W
48.61'

MATCHLINE (SHEET 2)

MATCHLINE (SHEET 1)

S88°56'21"E

202.39'

N01°02'13"E
185.25'

S01°02'13"W
205.57'



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ARBORISTS + SURVEYING + CONSTRUCTION + WATER RESOURCES

350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092
(770) 451-2741 WWW.PEC.PLUS
C.O.A.-LSF000004

LDP NUMBER: 21-057WR

SEWER EASEMENT EXHIBIT

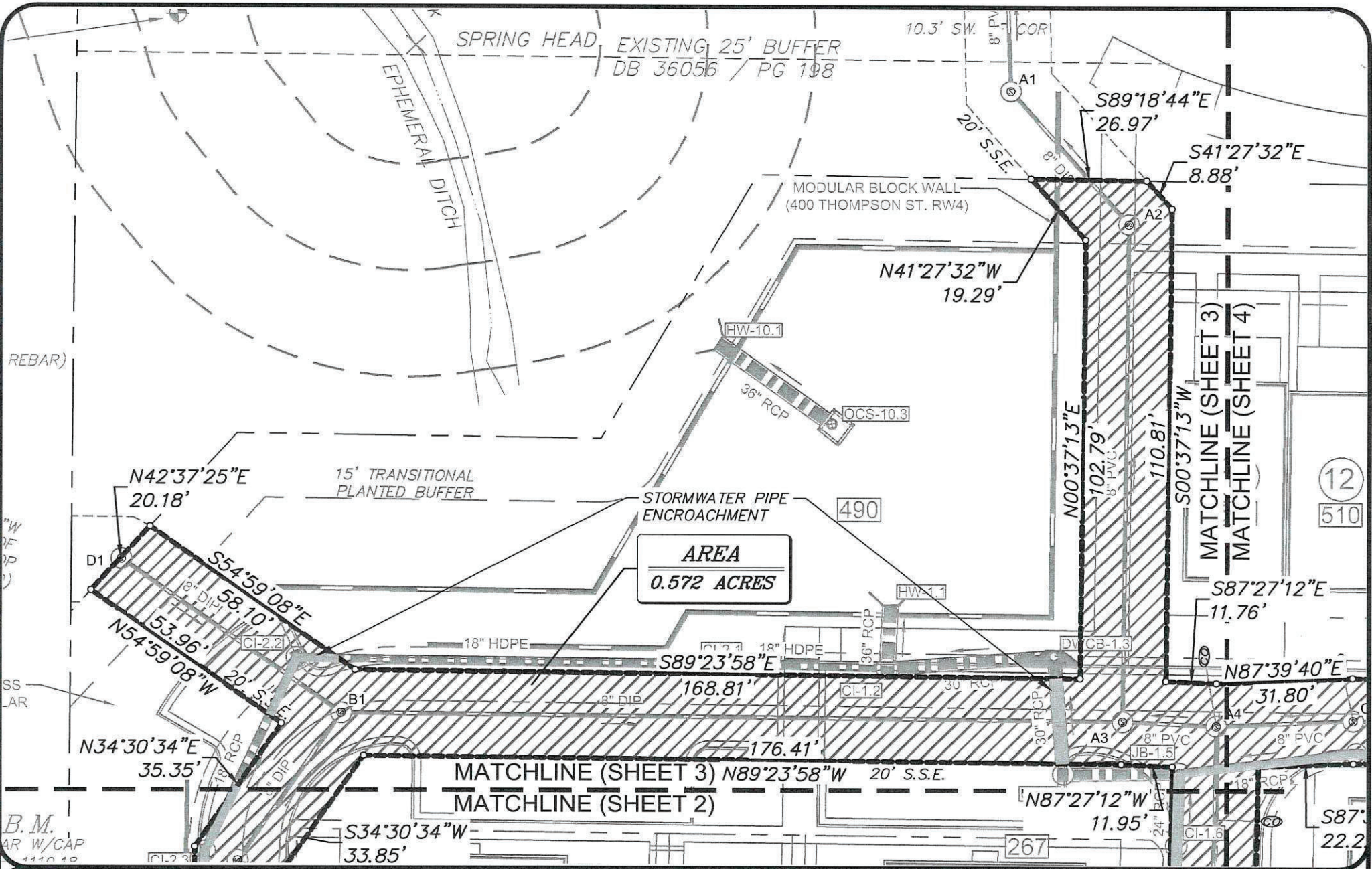
SHEET 2 OF 4

COUNTY FULTON
STATE OF STATE
CITY OF ALPHARETTA
LAND LOT(S) 802
DISTRICT 1st SECTION 2nd

FOR:
CHISWICK PARK



DRAWN BY: FA
CHECKED BY: FA
FILE NO.: 16182.00
DATE: 01/10/23
SCALE: 1"=30'



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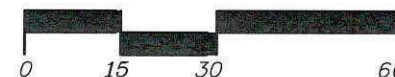
LDP NUMBER: 21-057WR

SEWER EASEMENT EXHIBIT

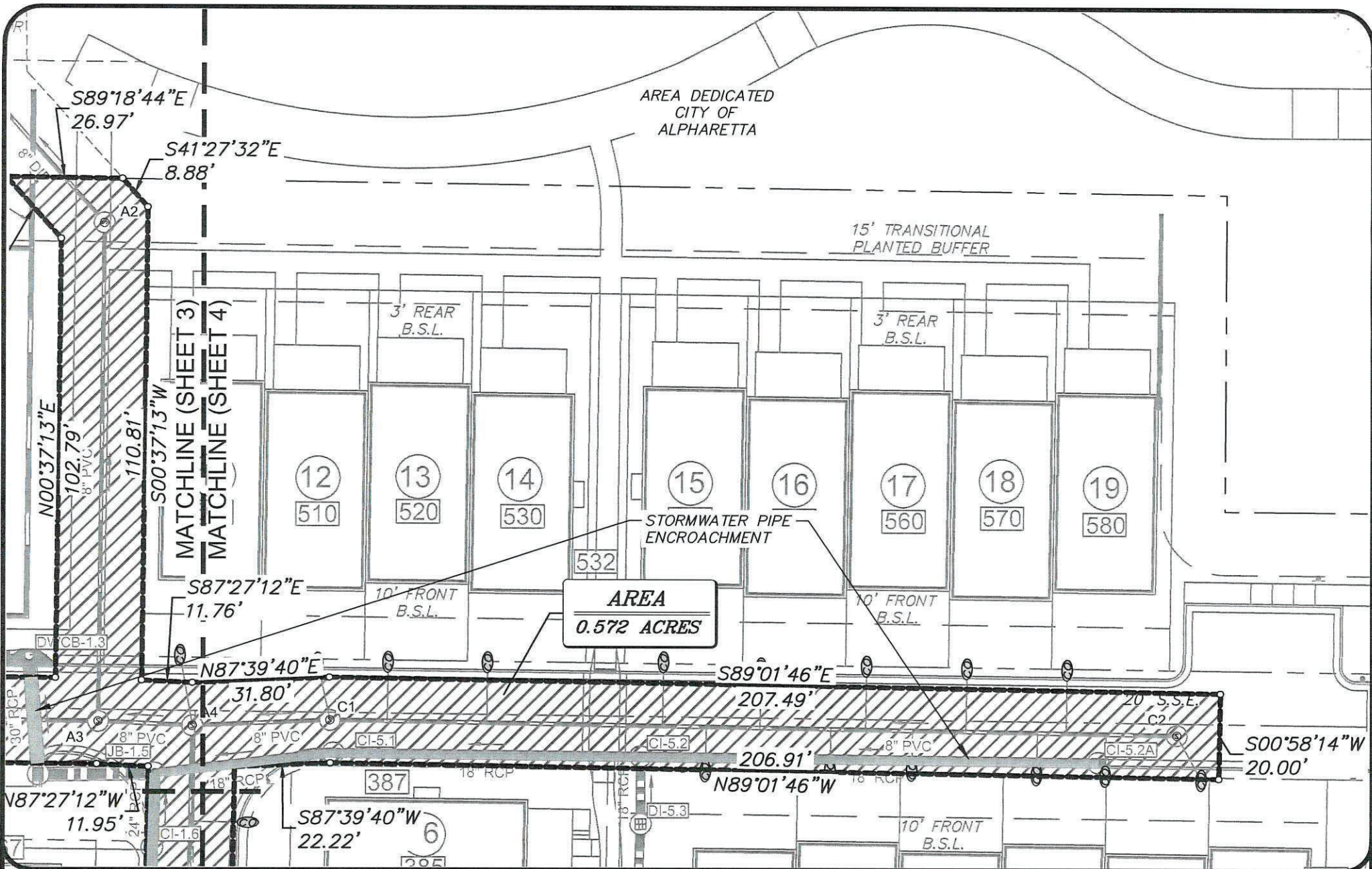
SHEET 3 OF 4

COUNTY FULTON
STATE OF STATE
CITY OF ALPHARETTA
LAND LOT(S) 802
DISTRICT 1st SECTION 2nd

FOR:
CHISWICK PARK



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LDP NUMBER: 21-057WR

SEWER EASEMENT EXHIBIT

SHEET 4 OF 4

COUNTY FULTON
STATE OF STATE
CITY OF ALPHARETTA
LAND LOT(S) 802
DISTRICT 1st SECTION 2nd

FOR:
CHISWICK PARK



DRAWN BY: FA
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DATE: 01/10/23
SCALE: 1"=30'



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0295

Meeting Date: 5/3/2023

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 between Fulton County, a political subdivision of the State of Georgia, and Jen Georgia 18, LLC, for the purpose of granting conditional approval to allow stormwater piping and tree planters within the County's existing water line easement area at 314 Thompson Street et al, Alpharetta, Georgia 30009.

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

Fulton County is authorized to grant an encroachment on its water line easement pursuant to Fulton County Code, Subpart B-Code of Resolutions - Appendix A - Subdivision Regulations, Article IX (Required Improvements), Section 9.5.5(c), which states the following in part: "No retaining wall, building, pole, sign or other vertical structure shall be constructed in sanitary and storm sewer easements, including vehicular access easements around structures, without approval from the [Director of Public Works]." Further, O.C.G.A. § 36-10-1 provides that "[a]ll contracts entered into by the county governing authority with other persons in behalf of the county shall be in writing and entered on its minutes."

Strategic Priority Area related to this item *(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: Jen Georgia 18, LLC, the owner of the real property located at 314 Thompson Street et al, Alpharetta, Georgia have requested the conditional approval of the Fulton County Board of Commissioners to allow stormwater piping and tree planters within the County's existing water line easement.

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, Jen Georgia 18, 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 water line easement for this location

The Department of Public Works has completed an onsite assessment of the encroachment area of approximately 517 square feet and confirmed the County's water system will not be adversely impacted and can continue to be properly maintained if this encroachment is granted.

The purpose of the Indemnification, Maintenance, and Land Use Agreement for Private Improvement ("Indemnification Agreement") is to affirm the terms of Fulton County's conditional approval of the encroachment of private improvements within the County' water line easement area at 314 Thompson Street et al, Alpharetta, Georgia.

Community Impact: The Indemnification Agreement allows Fulton County full access to maintain its water line while granting the property owner the conditional approval to install and maintain stormwater piping and tree planters within the County's water line 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 water service or access to the water line will result by allowing stormwater pipe and tree planters on the property within the vicinity of the water line.

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

Deed/Plat Book 66716, Page 9
Deed Book _____, Page _____

**INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE
IMPROVEMENT**

THIS AGREEMENT made this 18th day of January 2022, between JEN GEORGINA IS,
uc a property owner within Fulton County, Georgia, his successors, affiliates and assigns,
as Indemnitor ("Owner"), and FULTON COUNTY, GEORGIA, a political subdivision of the State of
Georgia ("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 314 Thompson Street ETAL, and as more fully described
in that certain conveyance recorded in Deed Book 65499, Page 129 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 water meter easement, as referenced in and recorded at
Deed Book 66716, Page 9 of Fulton County, Georgia records, and hereby grants Owner a
License to enter within portions of its water meter easement, to construct, repair and replace, from time to
time as may be needed, certain private improvements at his sole cost and responsibility, said private
improvements as the same are more fully described in Exhibit "A" (the "Private Improvements").

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 provisions of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

12.

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: JEN GEORGIA 18 LLC

Re: 1st District 2nd Section, Land Lot(s) 802

Parcel Number: 12 284108020061 12 284108020475
12 284108020830 12 284108020467
12 284108020749 12 284108020442
12 284108020491 12 284108020772
12 284108020764 12 284108020780
12 284108020624 12 284108020616
12 284108020525 12 284008030376

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

Signatures:

Signed sealed and delivered in the presence of

OWNER (Authorized Party to Bind Said Entity)

[Signature]
Unofficial Witness

[Signature]
Owner Signature

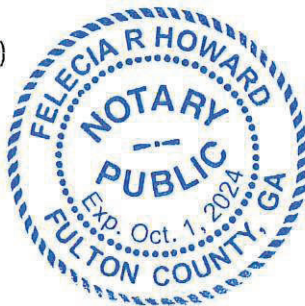
[Signature]
Notary Public
My Commission Expires: 10/01/2024

Owner's Address: _____

20 acacherry st
Alpharetta, Ga 30009

(Notary Seal)

(Notary Stamp)



Attest:

FULTON COUNTY, GEORGIA

Clerk of Commission

By: _____
Chairman, Board of Commissioners

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

David E. Clark, Director
Department of Public Works

County Attorney

Line Table

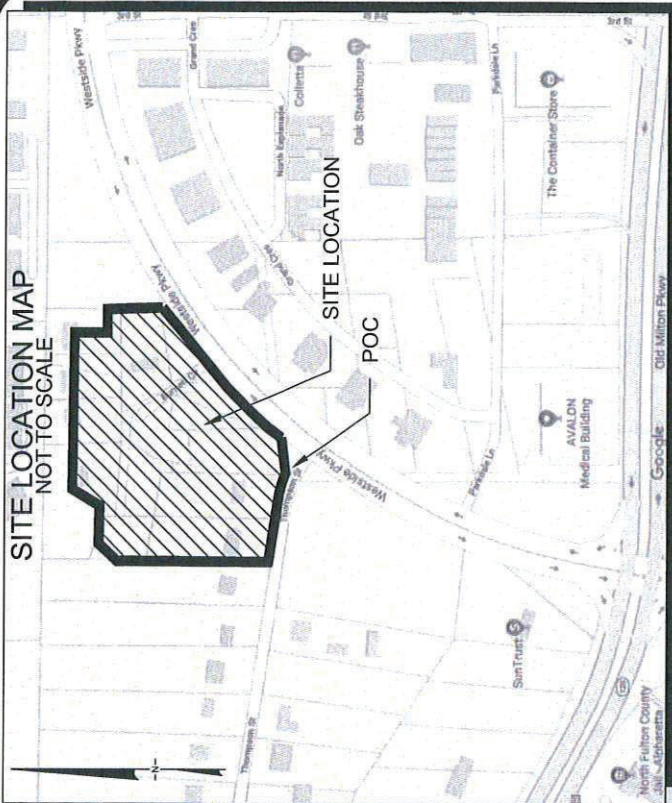
Line #	Length	Direction
L1	13.57	N81°24'08"W
L2	75.35	N00°23'21"E
L3	12.01	N89°36'39"W
L4	4.00	N00°23'21"E
L5	12.01	S89°36'39"E
L6	8.77	N00°23'21"E
L7	89.62	N89°19'46"W
L8	208.92	N00°41'50"E
L9	24.13	S89°30'19"E
L10	19.96	S00°44'50"W
L11	4.11	N89°30'19"W
L12	169.02	S00°41'50"W
L13	107.72	S89°19'46"E
L14	17.59	N00°57'12"E
L15	20.00	S89°02'48"E
L16	17.49	S00°57'12"W
L17	82.11	S89°19'46"E
L18	28.76	N01°03'10"E
L19	23.31	N89°18'24"W
L20	4.00	N00°41'36"E

Line Table

Line #	Length	Direction
L21	23.33	S89°18'24"E
L22	17.32	N01°03'10"E
L23	22.96	N89°10'59"W
L24	10.00	N00°44'41"E
L25	23.01	S89°19'27"E
L26	37.70	N01°03'10"E
L27	23.27	N89°11'52"W
L28	10.00	N00°44'41"E
L29	23.33	S89°17'36"E
L30	38.53	N01°03'10"E
L31	23.59	N89°52'13"W
L32	10.00	N00°44'41"E
L33	23.64	S89°19'27"E
L34	76.71	N01°03'10"E
L35	267.33	S89°18'48"E
L36	12.23	S01°51'12"W
L37	37.89	S00°11'23"E
L38	20.00	S89°48'37"W
L39	30.42	N00°11'23"W
L40	13.75	N89°18'48"W

Line Table

Line #	Length	Direction
L41	20.44	S00°43'36"W
L42	10.00	N89°19'18"W
L43	20.44	N00°40'33"E
L44	38.37	N89°18'48"W
L45	20.45	S00°00'28"E
L46	10.00	N89°19'18"W
L47	20.45	N00°43'49"E
L48	37.77	N89°18'48"W
L49	20.46	S00°43'49"W
L50	10.00	N89°19'18"W
L51	20.46	N00°40'33"E
L52	86.13	N89°18'48"W
L53	18.64	S00°29'36"W
L54	21.72	N89°30'24"W
L55	214.18	S01°03'10"W
L56	140.09	N89°19'46"W
L57	8.67	S00°22'59"W
L58	16.00	S89°36'39"E
L59	4.00	S00°23'21"W
L60	16.00	N89°36'39"W

SITE LOCATION MAP
NOT TO SCALE

Curve Table

Curve #	Length	Radius	Bearing	Chord
C1	6.52	236.44	N80°11'14"W	6.52
C2	17.97	350.01	N01°51'09"E	17.97
C3	20.98	369.99	S02°00'23"W	20.97

ENCROACHMENT TABLE

PLANTERS - 347 SQ. FT.
STORMWATER PIPE - 170 SQ. FT.



SITE ADDRESS:

314, 332, 344, 400 THOMPSON ST. & 20,
30, 34, 35, 45, 55, 65 BURNETT DRIVE,
ALPHARETTA GA.

Line Table

Line #	Length	Direction
L61	75.35	S00°23'21"W



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(770)451-2741 WWW.PEC.PLUS
C.O.A.-LSF000004

LDP NUMBER: 21-057WR

WATER EASEMENT EXHIBIT

FOR:

CHISWICK PARK

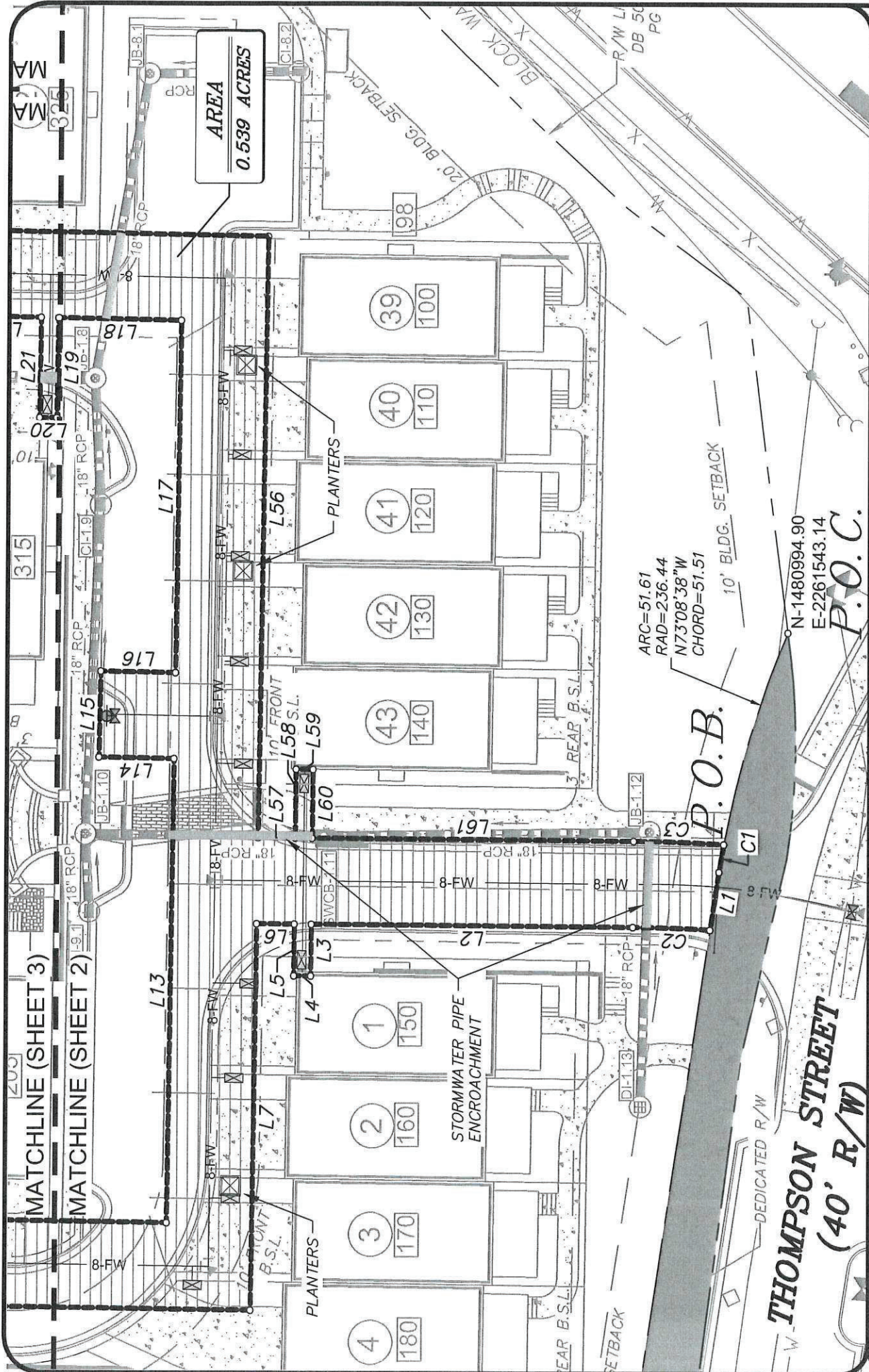


COUNTY FULTON
STATE OF GEORGIA
CITY OF ALPHARETTA
LAND LOT(S) 802
DISTRICT 1st SECTION 2nd

SHEET 1 OF 4

DRAWN BY: FA
CHECKED BY: FA
FILE NO.: 16182.00
DATE: 01/10/23
SCALE: 1"=30'





SHEET 2 OF 4

DRAWN BY: FA
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 FILE NO.: 16182.00
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WATER EASEMENT EXHIBIT
 FOR:
CHISWICK PARK

LDP NUMBER: 21-057WR

COUNTY FULTON
 STATE OF GEORGIA
 CITY OF ALPHARETTA
 LAND LOT(S) 802
 DISTRICT 1st SECTION 2nd

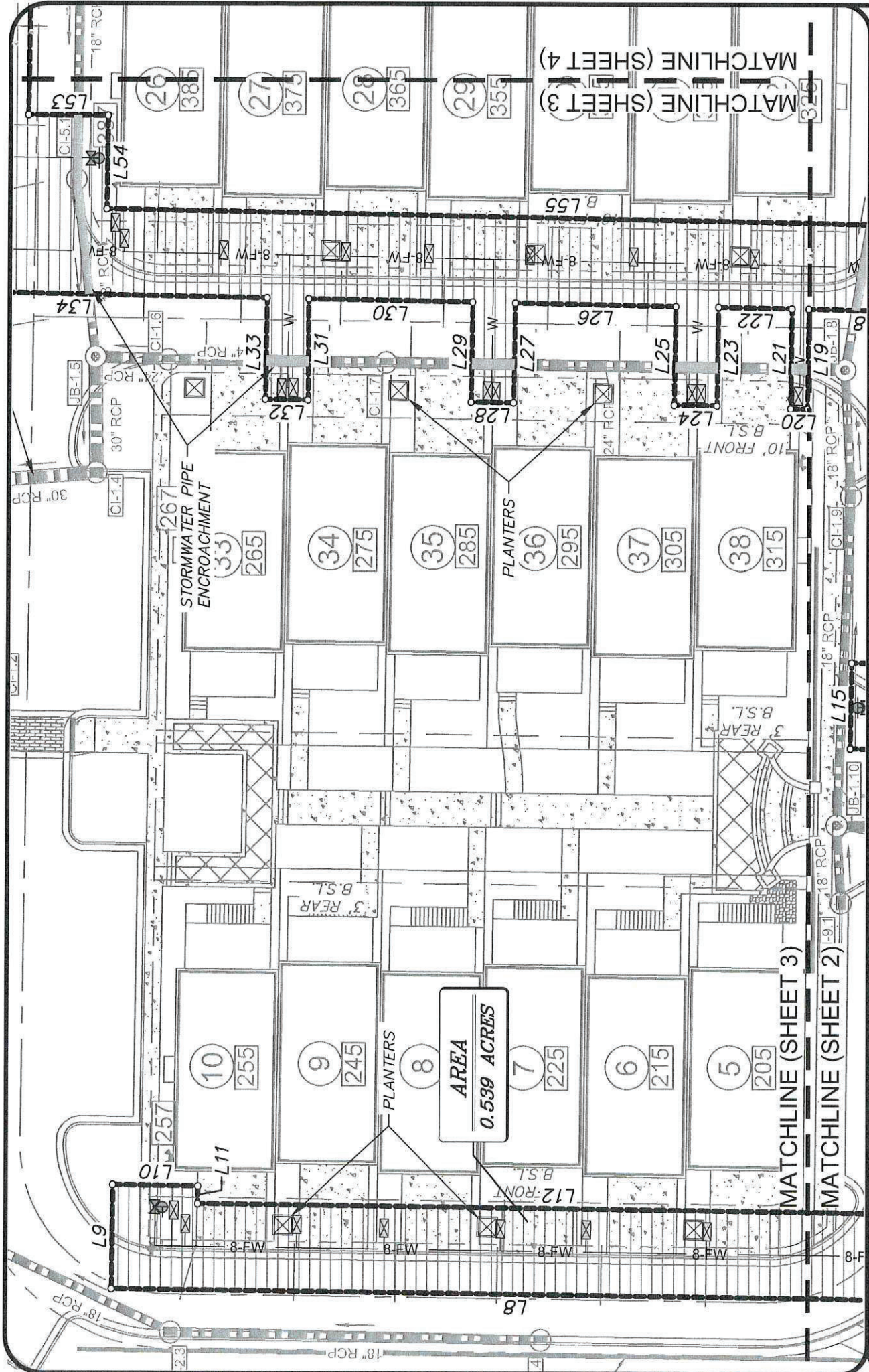
Planners & Engineers Collaborative +

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 ARBORISTS + SURVEYING + CONSTRUCTION + WATER RESOURCES

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 C.O.A.-LSF000004

PEC+

40



SHEET 3 OF 4

WATER EASEMENT EXHIBIT

LDP NUMBER: 21-057WR

FOR:

CHISWICK PARK

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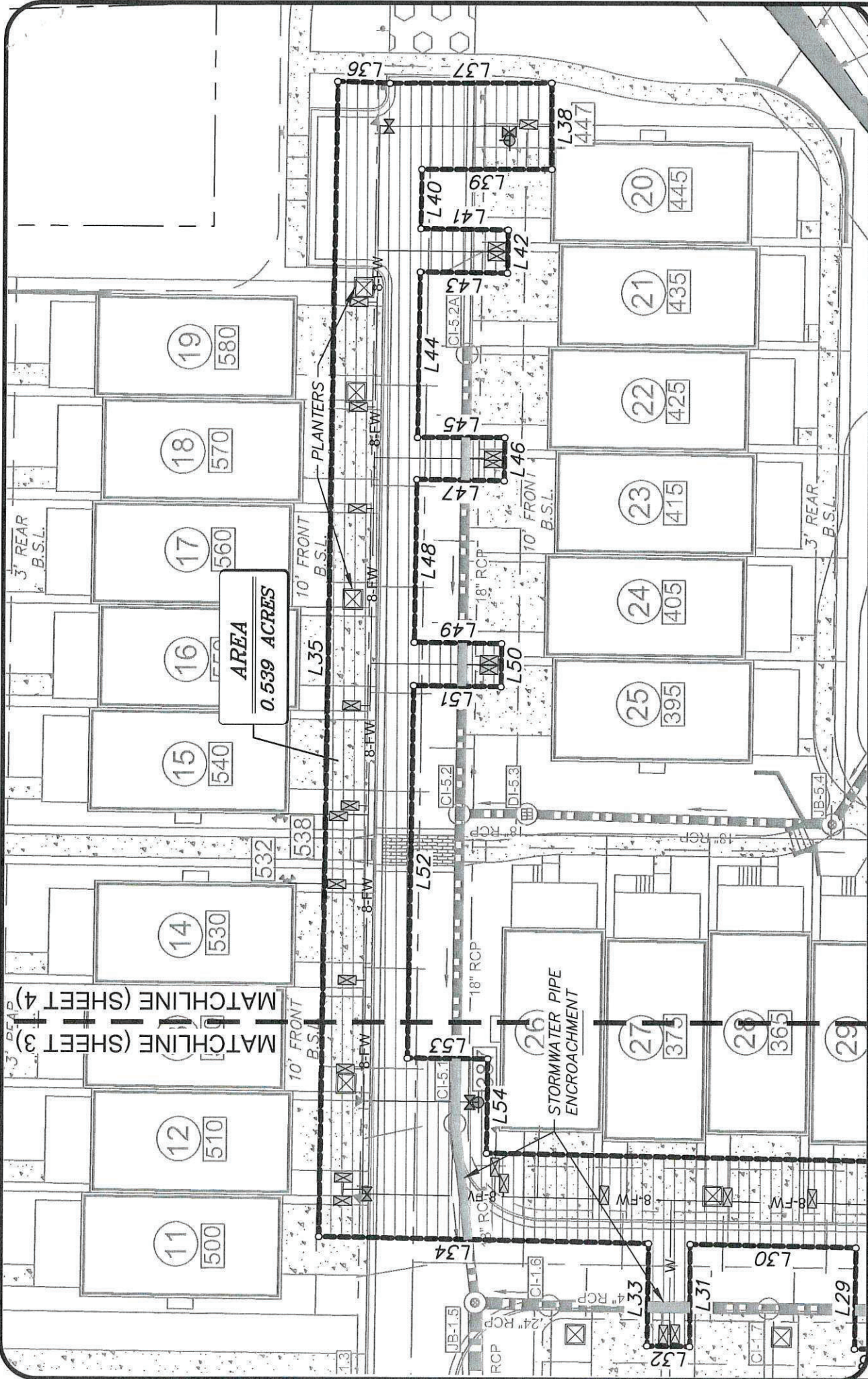
COUNTY FULTON
 STATE OF GEORGIA
 CITY OF ALPHARETTA
 LAND LOT(S) 802
 DISTRICT 1st SECTION 2nd

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350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092
 (770)451-2741 WWW.PEC.PLUS
 C.O.A.-LSF000004



SHEET 4 OF 4

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WATER EASEMENT EXHIBIT
FOR:
CHISWICK PARK

0 15 30 60

LDP NUMBER: 21-057WR

COUNTY FULTON
 STATE OF GEORGIA
 CITY OF ALPHARETTA
 LAND LOT(S) 802
 DISTRICT 1st SECTION 2nd

PEC+

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350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092
 (770) 451-2741 WWW.PEC.PLUS
 C.O.A.-LSF000004



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0296

Meeting Date: 5/3/2023

Department

Real Estate and Asset Management

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

Request approval of a Resolution approving an Intergovernmental Agreement between Fulton County and the City of Union City for the purpose of allowing the Department of Senior Services to utilize City-owned property located at 5285 Lakeside Drive, Union City, Georgia 30291 to provide congregate meals and other senior services to Fulton County seniors; to authorize the Chairman to sign the Intergovernmental Agreement and any related documents to implement the same; to authorize the County Attorney to approve the Intergovernmental Agreement and any related documents as to form and make necessary modifications prior to execution to protect the County's interests.

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. Further, 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)*

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: Approval of the Fulton County Board of Commissioner is required to approve an Intergovernmental Agreement (“IGA”) for the Fulton County Department of Senior Services to utilize space at property owned by the City of Union City located at 5285 Lakeside Drive, Union City, Georgia 30291. Fulton County Neighborhood Senior Centers are strategically located within the County for the purposes of enhancing the quality of life of residents 60 years of age and older through education, support, referrals and free and/or low-cost services.

An IGA formalizing the terms of use was approved at the Board of Commissioners meeting held December 6, 2017 as agenda item 17-0980. That IGA expired December 31, 2022. The Fulton County Department of Real Estate and Asset Management and the Department of Senior Services have negotiated mutually acceptable terms with the City of Union City to allow Fulton County access to 5285 Lakeside Drive, Union City, Georgia 30291, formally known as the Etris Community Center, for a period of five (5) years inclusive of renewal options.

Community Impact: Senior citizens that attend this Neighborhood Senior Center facility will receive meals, nutritional and health education, health screening, access to fitness activities, educational sessions, and social interaction from an easily accessible location within the community.

Department Recommendation: The Department of Real Estate and Asset Management and the Fulton County Department of Senior Services recommends approval of the IGA for the purpose extending the County’s occupancy for a period of five (5) years inclusive of renewal options.

Project Implications: Approval of the IGA will allow the Fulton County Department of Senior Services to continue their occupancy and provide their services from the current location without an interruption in services or the payment of rent.

Community Issues/Concerns: None.

Department Issues/Concerns: None.

History of BOC Agenda Item: The Fulton County Board of Commissioners previously approved an IGA for this same purpose and location at the Board of Commissioners meeting held December 6, 2017 as Agenda Item 17-0980

1 A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
2 FULTON COUNTY, GEORGIA AND THE CITY OF UNION CITY FOR THE PURPOSE
3 OF ALLOWING THE DEPARTMENT OF SENIOR SERVICES TO UTILIZE CITY-
4 OWNED PROPERTY LOCATED AT 5285 LAKESIDE DRIVE, UNION CITY, GEORGIA
5 FOR THE PROVISION OF CONGREGATE MEALS AND OTHER SENIOR SERVICES;
6 TO AUTHORIZE THE CHAIRMAN TO SIGN THE INTERGOVERNMENTAL
7 AGREEMENT AND ANY RELATED DOCUMENTS TO IMPLEMENT THE SAME; TO
8 AUTHORIZE THE COUNTY ATTORNEY TO APPROVE THE INTERGOVERNMENTAL
9 AGREEMENT AND ANY RELATED DOCUMENTS AS TO FORM AND MAKE
10 NECESSARY MODIFICATIONS TO PROTECT THE COUNTY'S INTEREST; AND FOR
11 OTHER PURPOSES
12

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

16 **WHEREAS**, the Fulton County Department of Aging and Youth Services operates
17 senior centers, including Neighborhood Senior Centers and Senior Multipurpose
18 Facilities, throughout Fulton County offering a wide array of programming for older adults;
19 and

20 **WHEREAS**, the Fulton County Board of Commissioners, on December 6, 2017 as
21 Agenda Item No. 17-0980, previously approved an Intergovernmental Agreement, which
22 has since expired, with the City of Union City to utilize the Etris Community Center,
23 located at 5285 Lakeside Drive, Union City, Georgia, so as to allow Fulton County to
24 provide congregate meals and other senior services to Fulton County seniors; and

25 **WHEREAS**, approval of an Intergovernmental Agreement is required for the Fulton
26 County Department of Senior Services' continued utilization of the current centralized and
27 easily accessible location from within the community; and

28 **WHEREAS**, the Fulton County Department of Real Estate and Asset Management
29 and the Department of Senior Services have negotiated mutually acceptable terms for

1 Fulton County's occupancy at this location for a period of five (5) years, inclusive of
2 renewal options; and

3 **WHEREAS**, Article 9, § 3, ¶ 1 of the Georgia Constitution provides that the County
4 may contract for any period not exceeding 50 years with any other public agency, public
5 corporation, or public authority for joint services, for the provision of services, or for the
6 joint or separate use of facilities or equipment.

7 **NOW THEREFORE BE IT RESOLVED**, that the Board of Commissioners of
8 Fulton County hereby approves of the execution of an Intergovernmental Agreement
9 between the City of Union City and Fulton County in substantially the form attached hereto
10 as Exhibit "A."

11 **BE IT FURTHER RESOLVED**, that the Chairman of the Board of Commissioners
12 is hereby authorized to execute the Intergovernmental Agreement and any related
13 document between Fulton County and the City of Union City.

14 **BE IT FURTHER RESOLVED**, that the County Attorney is hereby authorized to
15 approve the Intergovernmental Agreement and any related documents as to form and to
16 make such modifications as are necessary to protect the County's interests prior to
17 execution by the Chairman.

18 **BE IT FURTHER RESOLVED**, that this Resolution shall become effective upon its
19 adoption, and that all resolutions and parts of resolutions in conflict with this Resolution
20 are hereby repealed to the extent of the conflict

SO PASSED AND ADOPTED, this ____ day of May 2023.

FULTON COUNTY BOARD OF COMMISSIONERS

Robert L. Pitts, Chairman

ATTEST:

Tonya Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF CONGREGATE
MEAL/NEIGHBORHOOD SENIOR CENTER SERVICES BETWEEN FULTON
COUNTY, GEORGIA AND CITY OF UNION CITY, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”), by and between Fulton County Georgia (“Fulton County” or “County”), a political subdivision of the State of Georgia, acting through its Department of Senior Services, and the City of Union City, GA (“Union City” or “City”), a municipal corporation under the laws of the State of Georgia, entered into this ____ day of May, 2023.

WITNESSETH:

WHEREAS, the County, as the designated County Based Agency under the Older Americans Act of 1965 (as amended through Public Law 116-131, adopted March 25, 2022 and codified at 42 U.S.C. § 3001, to provide Older Americans Act services throughout Fulton County, is responsible for the planning and coordination of senior services, including Congregate Meal/Neighborhood Senior Center services, programming, activities, and transportation; and

WHEREAS, the City has space, identified here in Exhibit 1 as the Premises, available that meets the Program Standards established by the Georgia Department of Human Services, Fulton County, and Union City; and

WHEREAS, the County, through its Department of Senior Services, has the resources available to provide programming and nutritional services that meet the Program Standards established by the Georgia Department of Human Services (the “Program”), as is set forth below in this IGA; and

WHEREAS, the County and City agree that a partnership between the County and the City wherein the County will provide supportive programming and nutritional services at a space provided by the City, at an identified Neighborhood Senior Center owned by the City, would benefit the residents of both local governments.


NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Union City agrees to:
 - 1.1 Comply with all applicable statutes, ordinances, rules, orders, regulations and requirements of federal, state, Fulton County and Union City.
 - 1.2 Grant access to the Premises further identified as Etris Community Center, located at 5285 Lakeside Drive, Union City, Georgia 30291 to the County through its Department of Senior Services to perform the services of the Program as set forth in this IGA.

- 1.3 Provide janitorial and cleaning services at the City's sole cost for the duration of the Program, including the cleaning of the Premises on a daily basis, including, but not limited to rest rooms and emptying trash.
- 1.4 Pay all utility bills for the Premises.
- 1.5 Maintain the Premises in good operating conditions, which includes making any necessary repairs, improvements, additions or alternations to the Premises that may be needed and provide necessary janitorial services. At no time shall Fulton County be responsible for any maintenance or capital related expenditure or payment for the Premises.
- 1.6 Provide security check in from the Union City Police. The Police will periodically survey the Premises during the hours of operation of the program.
- 1.7 Provide any additional furnishings and equipment required to accommodate the program and participants.
- 1.8 Take necessary actions to prevent or correct any nuisance or other grievances upon, or in connection with, said Premises not caused directly by the County, its employees, or agents during the term of this IGA, and shall comply with and execute all rules, orders, and regulations of the City.

2. Fulton County agrees to:

- 2.1 Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable, including but not limited to City codes related to the use of the Premises.
- 2.2 Report all acts of vandalism to the Premises of which it becomes aware to the City and the local Police Department within a reasonable time period. A copy of the police report must be provided to the City and a copy retained on the Premises.
- 2.3 Not use the Premises for any purpose other than to provide the Program.
- 2.4 Take necessary actions to prevent or correct any nuisance or other grievances upon, or in connection with, said Premises caused directly by the County, its employees or agents during the term of this IGA, and comply with and execute all rules, orders, and regulations of the City to the extent applicable and legally permissible.
- 2.5 Enter on the Premises at any time during the term of this IGA to examine, inspect, or supervise, as the County deems necessary for the Program.
- 2.6 Maintain monthly reports that will include all activities of the Program.

- 
- 2.7 Cooperate in clean-up efforts by placing litter in the proper containers daily.
 - 2.8 Cooperate by not deliberately interfering with Union City's responsibilities to carry out maintenance and proper upkeep of the Premises.
 - 2.9 Report any dangerous or faulty equipment to the Union City and/or City Liaison, for which the County becomes aware. Work requests for general maintenance or special needs on existing facilities should be made in writing (to include emails) to Union City.
 - 2.10 Administer activities at said Premises in a safe and professional manner.
 - 2.11 Employ no less than one (1) full time Center Manager for 40 hours per week and one (1) Senior Services Instructor for twenty-nine hours per week to oversee the Program.
 - 2.12 To the extent funding is available and properly authorized by the Fulton County Board of Commissioners, provide Program activities and support services as identified below:
 - 2.12.1 Nutrition Education - Coordinate with the Comprehensive Nutrition Care service provider to present accurate and culturally sensitive information about foods and nutrients, diets, lifestyle factors, community nutrition resources and services to people to improve their nutritional status.
 - 2.12.2 Outreach - Provide information to seniors on additional community resources and how to access them.
 - 2.12.3 Wellness - Coordinate with partners and agencies to provide activities to promote mental and physical health of senior residents.
 - 2.12.4 Support Services - Coordinate services for seniors to access resources through information sharing and referral, including, but not limited to, sessions on supplemental nutrition assistance financial planning, income tax preparation, and AARP.
 - 2.12.5 Case Management - Coordinate with a Case Management service provider to schedule initial assessments for new participants and follow up consultation services for program participants requiring assistance.
 - 2.12.6 Socialization - Coordinate activities designed to provide enjoyable, constructive interaction among participants in large and small groups, or individually, which is culturally diverse and stimulating both physically and mentally.
 - 2.12.7 Education - Coordinate activities designed to enhance participant's

knowledge and skills.

2.12.8 Health - Provide and coordinate sessions on personal health maintenance and improvement of the manual dexterity of the participants.

2.12.9 Fitness - Coordinate session designed to enhance the physical well-being of the participants.

2.12.10 Creative Arts - Coordinate sessions designed to provide program participants a location to express themselves creatively through dance, painting and drawing.

3. Safety Precautions

3.1 Fulton County agrees to administer activities at the Premises in a safe and professional manner as reasonably possible.

3.2 Upon 30-day's notice, Union City has the right to cancel any scheduled activity in the Premises when it is determined that such activity would severely damage the Premises and/or its furniture. Union City shall refund to the County the cost incurred by the County due to Union City's cancellation of event. The County agrees to cooperate with Union City by, to the extent possible, providing Union City with 30-day's notice of its scheduled activities. Persistent damage to Union City's facilities by Fulton County, after written notice from Union City and the County's failure to remedy the damage within a reasonable period, may be cause for Union City to terminate the IGA for cause.

4. Conditions for Resolution

4.1 The rights of the Parties under this IGA shall be cumulative and the failure of one Party to exercise promptly any right hereinafter shall not operate to forfeit any of that Party's rights.

4.2 If either Party defaults on any obligation under this IGA or violates any term hereof, and the defaulting Party fails to cure the default within 30 days of receiving written notice or fails to commence to cure within the 30-day period where the remedy will reasonably take more than 30 days to cure, the IGA may be terminated by the non-defaulting Party.

4.3 Each Party may terminate this IGA for convenience without further obligation by giving the other party thirty (30) days' notice in writing.

4.4 This IGA may be modified only by a written IGA of the Parties after approval by their respective governing bodies.

4.5 Fulton County may allow a third-party organization to conduct Program related

activities at the Premises.

- 4.6 For purposes of this IGA, any notices required to be sent to Fulton County shall be hand delivered or mailed to the Director of Fulton County Department of Senior Services at 137 Peachtree Street, SW, Atlanta, Georgia 30303, with a copy to the Fulton County Manager at 141 Pryor Street, SW, Suite 10061, Atlanta, Georgia 30303, and County Attorney at the Office of the County Attorney, 141 Pryor Street, SW, Suite 4038, Atlanta, Georgia 30303. Any notices required to be sent to the City shall be hand delivered or mailed to the City of Union City, Georgia, Parks and Recreation Director, 5285 Lakeside Drive, Union City, Georgia 30291.

5. Term

- 5.1 This IGA shall begin on January 1, 2023 and shall end on December 31, 2027, unless earlier terminated.
- 5.2 The Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this IGA. Notwithstanding anything contained in this IGA, the County's obligation to make payments provided under this IGA, if any, shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this IGA by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation. It is not expected that County will make any payments to the City under this MOU.

6. Termination - the following shall govern termination of this IGA:

- 6.1 Either party may terminate this IGA for any reason by giving thirty (30) days prior written notice.
- 6.2 Upon expiration of the term of this IGA or as its termination as provided for herein, the parties shall, using good faith efforts, agree upon any outstanding present and future obligations and performance commitments to one another, and shall arrange for a proper accounting and work plan for any and all such obligations.

7. Suspension

- 7.1 The County, acting through the County Manager or his/her designee, shall have the right to suspend immediately this IGA for the provision of Congregate meal/neighborhood senior center services between Fulton County and Union City under this IGA on an emergency basis or whenever necessary, in the opinion of County Manager or his/her designee, that suspension is necessary to avert a life threatening situation or other sufficiently serious risk to the County, any County asset or resource or those of its citizens.

8. Participants Eligibility

- 8.1 Participants eligible for this program must be aged 60 and able to move about the center and perform tasks such as feeding self and attending restroom without human assistance (assistive devices like canes, walkers, wheelchairs are allowed). The eligible participant will be screened by the Case Management provider and Center Manager at the Premises. Eligible customers will be forwarded to the Program Coordinator for verification.

9. Compensation by City for Services

- 9.1 Union City will support and provide the Premises for County staff, participants and guests at the Etris Community Center during operating hours (i.e., 9:00 AM – 2:00 PM).
- 9.2 This will include rent, electricity, gas, water, security, janitorial services, facility maintenance, and lawn care.

10. Performance Reporting and Evaluation

- 10.1 Fulton County Department of Senior Services will maintain all performance reports, evaluations, and all Program related files (i.e., Monthly Attendance logs, Surveys, Monthly activities report, transportation log).

11. Insurance

- 11.1 Union City agrees to secure insurance covering all operations, goods or services provided pursuant to this IGA at the Premises, as further defined in this IGA. Fulton County may self-fund any designated insurance responsibility it has at the Premises.

12. Indemnification/Hold Harmless

- 12.1 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.
- 12.2 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.

13. Non-discrimination

13.1 All services provided by Fulton County for Union City shall be free of discrimination on the basis of race, color, sexual orientation, national origin, disability, religion, age, or sex.

14. Variations or Modification to the IGA

14.1 This IGA constitutes the entire arrangement between the County and Union City and there are no further written or oral contracts with respect thereto.

14.2 No variation or modification of this IGA and no waiver of its provisions shall be valid unless in writing, approved by the Board of Commissioners, and signed by County and Union City duly authorized representatives.

15. Limitation of Liability

15.1 The Parties will not be liable to each other or to any other person or entity, for special, indirect, consequential or punitive damages caused by, attributable to, or arising in connection with, the performance, nonperformance or delayed performance of the Program contemplated by this IGA by the Parties or their respective officials, agents or employees, or any act or omission of the Parties or any person or entity acting on behalf of the Parties, whether negligent or otherwise, however such damages may be caused.

15.2 The County will not be liable for any failure to perform or any delay in the performance of its obligations hereunder.

16. Disputes

16.1 Any controversy or claim arising out of or relating to this IGA, or the breach thereof shall be solely negotiated for settlement by the County Manager or his/her designee and a designee from the City.

17. Entire Agreement/Repeal of Existing Agreements

17.1 The Parties intend that this IGA, together with all attachments, schedules, exhibits, and other documents that both are referenced in this IGA and refer to this IGA (i) represent the final expression of the Parties' intent and agreement between the Parties relating to the subject matter of this IGA, (ii) contain all the terms the Parties agreed to relating to the subject matter, and (iii) replace all the Parties' previous discussions, understandings, and agreements relating to the subject matter. It is the intent of the Parties that all prior agreements between the Parties, whether written or oral, are expressly repealed and replaced by this IGA.

18. Representations and Warranties of the Parties.

18.1 In furtherance of the public purposes of this IGA, Fulton County and Union City hereby represent and warrant to each other (which representations and warranties shall be deemed independently material notwithstanding any prior inquiries) the following:

18.1.1 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.

18.1.2 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.

18.1.3 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.

18.1.4 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.

19. Assignment; Binding Effect

19.1 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 Union City.

19.2 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.

20. No Third-Party Beneficiaries

20.1 This IGA is made between and limited to Fulton County and Union 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 Union 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.

21. Relationship of Parties

21.1 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.

22. Survival of Representations

22.1 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.

23. Severability Clause

23.1 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.

23.2 If a court should find that any provision of this IGA to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

24. Insurance Requirements

24.1 Prior to commencing any activities in conjunction with this IGA, Fulton County shall, at their sole expense, procure and maintain insurance coverage of the types and in the amounts described below. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than A- VIII with coverage forms acceptable to Fulton County. The insurance described below shall be maintained uninterrupted for the duration of the IGA. Notwithstanding the foregoing, Fulton County reserves the right to self-fund this obligation.

24.1.1 Commercial General Liability with coverage limits of no less than

\$1,000,000.00 per occurrence/aggregate for Bodily Injury and Property Damage liability.

24.1.2 Workers Compensation and Employers Liability providing statutory benefits and Employers Liability Insurance coverage with coverage limits of no less than \$100k - \$500k - \$100k.

24.2 The City shall maintain appropriate insurance coverage on any equipment and the Premises made available by the City to the County for the Program. Notwithstanding the foregoing provisions, the City reserves the right to self-fund this requirement.

SIGNATURES CONTAINED ON FOLLOWING PAGE

IN WITNESS WHEREOF, the City and County have executed this Intergovernmental Agreement through their duly authorized officers on the day and year first above written.

Fulton County, Georgia

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Attest:

Tonya R. Grier, Clerk to the Commission

Approval as to Content:

Ladisa Onyiliogwu, Director
Department of Senior Services

Approved as to Form:

Y. Soo Jo, County Attorney

City of Union City, Georgia

Attest:

Vince Williams, Mayor
City of Union City, Georgia

City Clerk

[https://fc0365.sharepoint.com/sites/CountyAttorney/CACContracts/Senior Services/Union City IGA for Congregate Meals/Union City IGA_4.25.23.docx](https://fc0365.sharepoint.com/sites/CountyAttorney/CACContracts/Senior%20Services/Union%20City%20IGA%20for%20Congregate%20Meals/Union%20City%20IGA_4.25.23.docx)

Exhibit 1
PREMISES

Exhibit 2 Holidays

The Following Holidays are observed by Fulton County Government

- New Year's Day
- Martin Luther King, Jr. Holiday
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Holiday (Thanksgiving Day and the day following)
- Christmas Eve
- Christmas Day
- New Year's Eve



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0297

Meeting Date: 5/3/2023

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 between Fulton County, a political subdivision of the State of Georgia, and LWV TPA GA 400, LLC for the purpose of granting conditional approval to allow stormwater piping to remain within a portion of Fulton County's existing water line easement at 0 Lakeview Parkway, Alpharetta, Georgia 30009.

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

Fulton County is authorized to grant an encroachment on its water line easement pursuant to Fulton County Code, Subpart B-Code of Resolutions - Appendix A - Subdivision Regulations, Article IX (Required Improvements), Section 9.5.5(c), which states the following in part: "No retaining wall, building, pole, sign or other vertical structure shall be constructed in sanitary and storm sewer easements, including vehicular access easements around structures, without approval from the [Director of Public Works]." Further, O.C.G.A. § 36-10-1 provides that "[a]ll contracts entered into by the county governing authority with other persons in behalf of the county shall be in writing and entered on its minutes."

Strategic Priority Area related to this item *(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: LWV TPA GA 400, LLC, the owner of the real property located at 0 Lakeview Parkway, Alpharetta, Georgia have requested the conditional approval of the Fulton County Board of Commissioners to allow stormwater piping to remain within the County's existing water line easement. In accordance with County Policy and Georgia law, 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, LWV TPA GA 400, 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 water line easement for this location.

The Department of Public works has completed an onsite assessment of the encroachment area of approximately 3,518 square feet and confirmed the County's water system will not be adversely impacted and can continue to be properly maintained if this encroachment is granted.

The purpose of the Indemnification, Maintenance, and Land Use Agreement for Private Improvement ("Indemnification Agreement") is to affirm the terms of Fulton County's conditional approval of the encroachment of private improvements within the County' water line easement at 0 Lakeview Parkway, Alpharetta, Georgia

Community Impact: The Indemnification Agreement allows Fulton County full access to maintain its water line while granting the property owner the conditional approval for its stormwater piping to remain within a portion of the County's water line 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 water service or access to the water line will result by allowing stormwater piping to be installed on the property within the County's water line 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

Deed/Plat Book 66715, Page 683
Deed Book _____, Page ____

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT made this 14th day of April 2023, between LWV TPA GA 400 LLC a property owner within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor ("Owner"), and FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia ("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 Land Lots 744, 745, 752, 753 / 1st District / 2nd Section, and as more fully described in that certain conveyance recorded in Deed Book 55728, Page 461 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 water meter easement, as referenced in and recorded at Deed Book 66715, Page 683 of Fulton County, Georgia records, and hereby grants Owner a License to enter within portions of its water meter easement, to construct, repair and replace, from time to time as may be needed, certain private improvements at his sole cost and responsibility, said private improvements as the same are more fully described in Exhibit "A" (the "Private Improvements").

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 provisions of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

12.

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: LWV TPA GA 400 LLC
1776 Peachtree Street NW, Suite 100
Atlanta, GA 30309

Re: Land Lots 744, 745, 752, 753 District 1 Section 2

Parcel Numbers: 12 272007440795, 12 272007440787, 12
271007520713, 12 285007530811, 12 285007530829, 12 272007440779, 12 272007440555

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

Signatures:

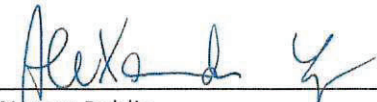
Signed sealed and delivered in the presence of OWNER (Authorized Party to Bind Said Entity)



Unofficial Witness



Owner Signature

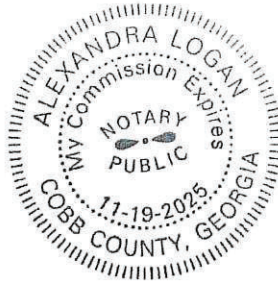


Notary Public
My Commission Expires: 11-19-2025

Owner's Address:
1776 Peachtree Street NW, Suite 100
Atlanta, GA 30309

(Notary Seal)

(Notary Stamp)



Attest:

FULTON COUNTY, GEORGIA

Clerk of Commission

By: _____
Chairman, Board of Commissioners

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

David E. Clark, Director
Department of Public Works

County Attorney

Exhibit "A"

THIS WATER LINE EASEMENT IS SUBJECT TO (1) THAT CERTAIN DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR 360 TECH VILLAGE DATED JUNE 2, 2020, BY LWV TPA GA 400 LLC (THE "MASTER DECLARATION"), (2) THAT CERTAIN INTERGOVERNMENTAL AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND CITY OF ALPHARETTA, GEORGIA FOR REPAIR OF ROADWAYS AND ENVIRONS AT THE LAKEVIEW DEVELOPMENT, DATED JANUARY 18, 2022 (THE "IGA"), (3) THAT CERTAIN PRIVATE DEVELOPMENT AGREEMENT DATED NOVEMBER 18, 2021, AMONG THE CITY OF ALPHARETTA, LWV TPA GA 400 LLC AND 360 TECH VILLAGE OWNERS ASSOCIATION, INC. (THE "ASSOCIATION") (THE "PDA"); AND (4) THAT CERTAIN WATER SYSTEM OWNERSHIP, OPERATION, MAINTENANCE AND REPAIR AGREEMENT TO BE EXECUTED BY AND AMONG LWV TPA GA 400 LLC AND FULTON COUNTY, GEORGIA, WHICH COLLECTIVELY PROVIDE THAT (A) THE ROADWAYS WITHIN 360 TECH VILLAGE (REFERRED TO IN THE IGA AS THE LAKEVIEW DEVELOPMENT) (THE "ROADWAYS") ARE PRIVATELY OWNED BY THE ASSOCIATION AND/OR THE CURRENT PRIVATE OWNER(S) OF THE LAND ON WHICH THE ROADWAYS ARE LOCATED (THE "ROADWAY LAND OWNER"), (B) THE ASSOCIATION AND/OR THE ROADWAY LAND OWNER ARE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE ROADWAYS AND ENVIRONS DUE TO ANY REQUIRED REPAIR OR MAINTENANCE TO THE PUBLIC WATER SYSTEM, SPECIFICALLY, AND AS AGREED UPON BY THE PARTIES IN THE IGA, THE COUNTY WILL ONLY BE RESPONSIBLE FOR REPAIR OF ITS WATER INFRASTRUCTURE, STABILIZATION AND BACKFILL OF ANY REQUIRED EXCAVATION AND A CONCRETE CAP FINISHED AT THE ROADWAY SUBGRADE LEVEL, (SEE SECTION 1 OF THE PDA AND SECTION 6.1(B) OF THE MASTER DECLARATION), AND (C) SUCH OWNERSHIP AND OBLIGATIONS OF THE ASSOCIATION AND/OR THE ROADWAY LAND OWNER SHALL BE BINDING UPON THE SUCCESSORS PARTIES OF THE ASSOCIATION AND THE ROADWAY LAND OWNERS (SEE SECTION 4(E) OF THE PDA AND SECTION 2.1 OF THE MASTER DECLARATION).

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE OF ONE FOOT IN 45,076 FEET AND AN ANGULAR ERROR OF 03" PER ANGLE POINT, AND WAS LEAST SQUARES ADJUSTED.
THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,021,425 FEET.

A LEICA TS06+ TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

SURVEYOR'S CERTIFICATION

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

Brock J. Buchholz

12/05/2022
DATE

BROCK J. BUCHHOLZ
GEORGIA REGISTERED LAND SURVEYOR NUMBER 3210



REVISED 02-07-23

WATTS & BROWNING ENGINEERS, INC.

CIVIL ENGINEERS & LAND SURVEYORS
1349 OLD 41 HWY NW STE 225
MARIETTA, GEORGIA 30060

PHONE: (678) 324-6192
FAX: (770) 694-6870

WWW.WBENG.COM
LSF000429 - PEF000714

1 OF 9

WATER LINE EASEMENT DEDICATION OF
LOT 4D - GEORGIA 400 CENTER FOR
LWV TPA GA 400, LLC

LOCATED IN
LAND LOTS 744, 745, 752 & 753
1ST DISTRICT, 2ND SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA

REFERENCE MATERIALS

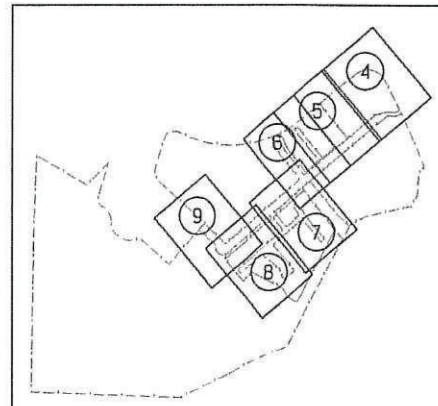
1) FINAL SUBDIVISION PLAT: OF LOT 4D - GEORGIA 400 CENTER, PREPARED FOR LWV TPA GA 400, LLC, LOCATED IN LAND LOTS 744, 745, 752, & 753, 1ST DISTRICT, 2ND SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA, PREPARED BY WATTS AND BROWNING ENGINEERS INC., DRAFTED MAY 15, 2020, LAST REVISED AUGUST 24, 2022, FILED FOR RECORD SEPTEMBER 28, 2022 IN PLAT BOOK 453, PAGE 70 OF FULTON COUNTY RECORDS, GEORGIA.

SURVEYORS NOTES:

1. BOUNDARY LINES SHOWN HEREON ARE TAKEN FROM SURVEY REFERENCE ITEM NO. 1
2. THE DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES.
3. THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.
4. ABOVE GROUND UTILITY LOCATIONS WERE OBTAINED FROM FIELD OBSERVATIONS. WATTS & BROWNING HAS NOT RESEARCHED UNDERGROUND UTILITY LOCATIONS. INFORMATION SHOWN HEREON REGARDING THE EXISTENCE, SIZE, TYPE AND LOCATION OF UNDERGROUND UTILITIES IS BASED ON MARKINGS IN THE FIELD AND INFORMATION FURNISHED BY OTHERS AND WATTS & BROWNING ENGINEERS IS UNABLE TO CERTIFY TO THE ACCURACY OR COMPLETENESS OF THIS INFORMATION. INDICATED LOCATIONS SHOULD BE CONFIRMED IN THE FIELD WITH UTILITY COMPANIES PRIOR TO PROCEEDING WITH PLANNING, DESIGN OR CONSTRUCTION.
5. ANY DEPICTION OF GROUNDWATER FEATURES (RIVERS, STREAMS, CREEKS, SPRINGS, DITCHES, PONDS, LAKES), NATURAL OR OTHERWISE, SHOWN ON THIS SURVEY ARE MERELY OBSERVATIONS AT THE TIME OF THE SURVEY AND NOT A STATEMENT AS TO THE EXISTENCE OR NON-EXISTENCE OF ANY ENVIRONMENTAL CONDITION. WATTS & BROWNING ENGINEERS, INC. SURVEY PERSONNEL ARE NOT ENVIRONMENTAL PROFESSIONALS. WATTS & BROWNING ENGINEERS, INC. OFFERS NO CERTIFICATION AS TO EXISTENCE OR NON-EXISTENCE OF ANY GROUNDWATER FEATURE OR ENVIRONMENTALLY SENSITIVE AREAS ON OR NEAR THE SUBJECT PROPERTY AS MAY BE DEFINED BY FEDERAL, STATE OR LOCAL GOVERNMENTAL REGULATIONS. PRIOR TO PLANNING OR CONSTRUCTION, AN ENVIRONMENTAL PROFESSIONAL SHOULD BE CONSULTED TO DETERMINE HOW THE SUBJECT PROPERTY MAY, OR MAY NOT, BE AFFECTED BY ENVIRONMENTAL ISSUES.
6. BASIS OF BEARING SHOWN HEREON (GRID NORTH, WEST ZONE) WAS BASED ON FULTON COUNTY GPS MARTA MONUMENT # F 421 USING A LEICA GPS SYSTEM 500 ON OCTOBER 16, 2015. ALL DIMENSIONS SHOWN HEREON ARE AT GROUND LEVEL.

LINE	ARC	CHORD BEARING	RADIUS	CHORD
C1	16.06'	N88°49'46"W	53.50'	16.00'
C2	4.62'	N82°04'46"W	71.50'	4.62'
C3	20.00'	N66°52'30"E	706.65'	20.00'

WATER
EASEMENT
AREA
1.82169 AC
79,353 SF

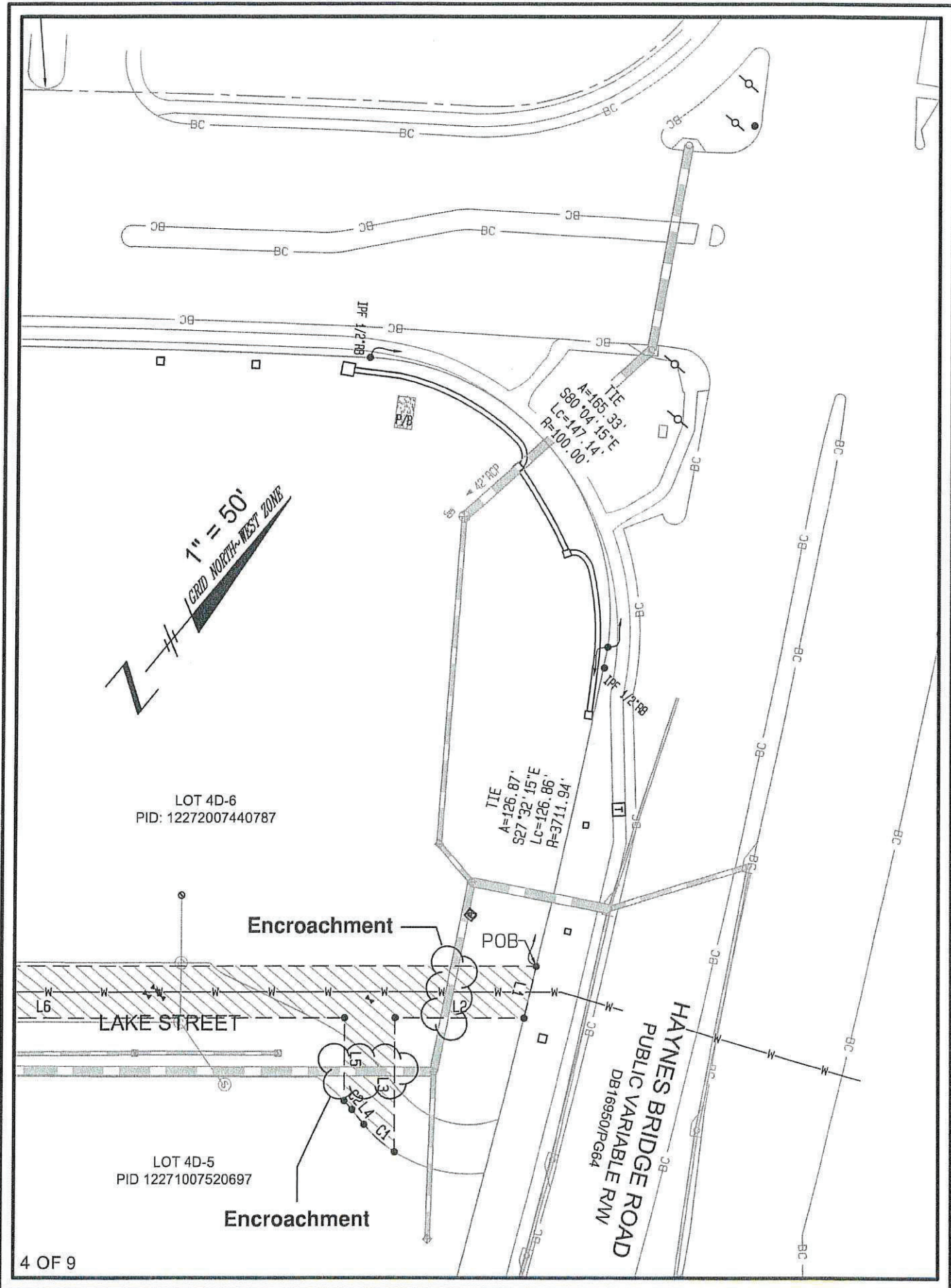


LINE	DIST	BEARING
L1	20.58'	S26°23'58"E
L2	50.60'	S49°55'19"W
L3	51.76'	S40°04'41"E
L4	7.57'	N80°13'43"W
L5	32.00'	N40°04'41"W
L6	239.05'	S49°55'19"W
L7	29.72'	S40°04'41"E
L8	20.00'	S49°55'19"W
L9	29.72'	N40°04'41"W
L10	367.54'	S49°55'19"W
L11	28.63'	S40°04'41"E
L12	20.00'	S49°55'19"W
L13	28.63'	N40°04'41"W
L14	183.94'	S49°55'19"W
L15	126.25'	S39°54'23"E
L16	14.45'	N49°57'02"E
L17	17.07'	N38°30'55"W
L18	26.08'	N52°58'29"E
L19	15.69'	S40°02'58"E
L20	3.81'	N49°57'02"E
L21	15.22'	N40°02'58"W
L22	20.00'	N49°57'02"E
L23	15.22'	S40°02'58"E
L24	3.28'	N49°57'02"E
L25	15.07'	N40°02'58"W
L26	20.00'	N49°57'02"E
L27	15.07'	S40°02'58"E
L28	28.43'	N49°57'02"E
L29	75.42'	N39°45'23"W
L30	20.00'	N50°14'37"E
L31	85.37'	S39°45'23"E
L32	185.30'	S40°16'36"E
L33	20.00'	S49°43'40"W
L34	7.10'	N40°16'20"W
L35	22.20'	S49°43'40"W
L36	20.00'	N40°16'20"W
L37	22.20'	N49°43'40"E
L38	20.69'	N40°16'20"W
L39	22.01'	S49°43'40"W
L40	20.00'	N40°16'20"W
L41	22.01'	N49°43'40"E
L42	3.90'	N40°16'20"W
L43	22.12'	S49°43'40"W
L44	20.00'	N40°16'20"W
L45	22.12'	N49°43'40"E
L46	12.25'	N40°16'20"W
L47	21.98'	S49°43'40"W
L48	20.00'	N40°16'20"W
L49	21.98'	N49°43'40"E
L50	4.43'	N40°16'20"W
L51	21.47'	S49°43'40"W
L52	20.00'	N40°16'20"W
L53	21.47'	N49°43'40"E
L54	3.75'	N40°16'20"W
L55	22.30'	S49°43'40"W
L56	20.00'	N40°16'20"W
L57	22.30'	N49°43'40"E
L58	3.30'	N40°16'20"W
L59	219.15'	S49°57'02"W
L60	178.45'	S40°00'17"E
L61	17.60'	S06°21'45"W
L62	58.86'	S49°47'20"W
L63	19.32'	S54°57'30"W
L64	20.00'	N35°02'30"W
L65	18.42'	N54°57'30"E

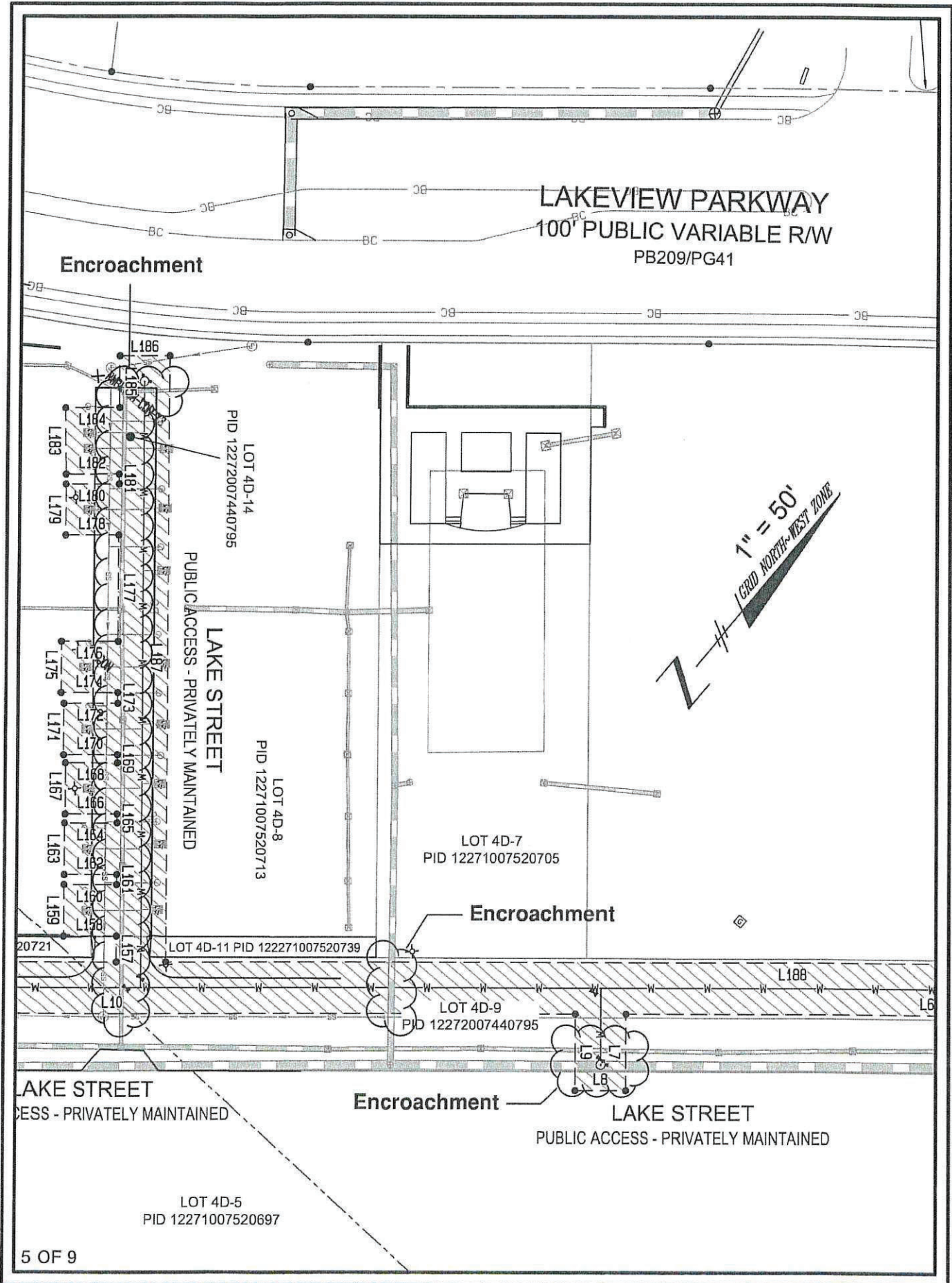
LINE	DIST	BEARING
L66	11.68'	N49°47'20"E
L67	77.04'	N38°59'38"W
L68	19.56'	S37°57'47"W
L69	20.00'	N52°02'13"W
L70	19.60'	N37°57'47"E
L71	3.43'	N52°02'13"W
L72	18.45'	S37°57'47"W
L73	20.00'	N52°02'13"W
L74	18.45'	N37°57'47"E
L75	4.85'	N52°02'13"W
L76	18.98'	S37°57'47"W
L77	20.00'	N52°02'13"W
L78	18.98'	N37°57'47"E
L79	4.37'	N52°02'13"W
L80	18.18'	S37°57'47"W
L81	20.00'	N52°02'13"W
L82	19.83'	N37°57'47"E
L83	2.71'	N40°41'10"W
L84	160.09'	S49°57'02"W
L85	17.44'	S48°09'33"W
L86	20.00'	N41°50'27"W
L87	3.86'	N48°09'33"E
L88	15.91'	N41°50'27"W
L89	20.00'	N48°09'33"E
L90	16.10'	S41°50'27"E
L91	4.48'	N49°57'02"E
L92	16.16'	N40°02'58"W
L93	20.00'	N49°57'02"E
L94	16.16'	S40°02'58"E
L95	4.17'	N49°57'02"E
L96	15.72'	N40°02'58"W
L97	20.00'	N49°57'02"E
L98	15.72'	S40°02'58"E
L99	15.56'	N49°57'02"E
L100	15.84'	N40°02'58"W
L101	20.00'	N49°57'02"E
L102	15.84'	S40°02'58"E
L103	3.90'	N49°57'02"E
L104	15.66'	N40°02'58"W
L105	20.00'	N49°57'02"E
L106	15.66'	S40°02'58"E
L107	3.20'	N49°57'02"E
L108	15.75'	N40°02'58"W
L109	20.00'	N49°57'02"E
L110	15.75'	S40°02'58"E
L111	15.90'	N49°57'02"E
L112	15.83'	N40°02'58"W
L113	20.00'	N49°57'02"E
L114	15.83'	S40°02'58"E
L115	4.95'	N49°57'02"E
L116	15.88'	N40°02'58"W
L117	20.00'	N49°57'02"E
L118	15.88'	S40°02'58"E
L119	3.15'	N49°57'02"E
L120	15.31'	N40°02'58"W
L121	20.00'	N49°57'02"E
L122	15.31'	S40°02'58"E
L123	16.51'	N49°57'02"E
L124	15.87'	N40°02'58"W
L125	20.00'	N49°57'02"E
L126	15.87'	S40°02'58"E
L127	2.97'	N49°57'02"E
L128	15.96'	N40°02'58"W
L129	20.00'	N49°57'02"E
L130	15.96'	S40°02'58"E

LINE	DIST	BEARING
L131	5.04'	N49°57'02"E
L132	16.27'	N40°02'58"W
L133	20.00'	N49°57'02"E
L134	16.27'	S40°02'58"E
L135	12.56'	N49°57'02"E
L136	126.24'	N39°54'23"W
L137	289.97'	S49°55'19"W
L138	39.26'	N83°30'24"W
L139	33.51'	N48°07'09"W
L140	23.02'	S41°52'51"W
L141	20.00'	N48°07'09"W
L142	23.02'	N41°52'51"E
L143	72.59'	N48°07'09"W
L144	32.13'	N02°11'54"W
L145	23.43'	N47°57'06"W
L146	20.00'	N41°48'57"E
L147	31.95'	S47°57'06"E
L148	32.10'	S02°11'54"E
L149	111.25'	S48°07'09"E
L150	24.27'	S83°30'24"E
L151	546.25'	N49°55'19"E
L152	184.13'	N40°00'04"W
L153	97.53'	N23°02'41"W
L154	94.58'	S23°02'41"E
L155	181.12'	S40°00'04"E
L156	124.22'	N49°55'19"E
L157	10.05'	N40°08'20"W
L158	21.65'	S49°51'40"W
L159	20.00'	N40°08'20"W
L160	21.65'	N49°51'40"E
L161	3.92'	N40°08'20"W
L162	21.57'	S49°51'40"W
L163	20.00'	N40°08'20"W
L164	21.57'	N49°51'40"E
L165	3.48'	N40°08'20"W
L166	21.36'	S49°51'40"W
L167	20.00'	N40°08'20"W
L168	21.36'	N49°51'40"E
L169	3.16'	N40°08'20"W
L170	22.14'	S49°51'40"W
L171	20.00'	N40°08'20"W
L172	22.14'	N49°51'40"E
L173	4.21'	N40°08'20"W
L174	23.23'	S49°51'40"W
L175	20.00'	N40°08'20"W
L176	23.23'	N49°51'40"E
L177	41.65'	N40°08'20"W
L178	21.81'	S49°51'40"W
L179	20.00'	N40°08'20"W
L180	21.81'	N49°51'40"E
L181	3.87'	N40°08'20"W
L182	21.87'	S49°51'40"W
L183	25.97'	N40°53'23"W
L184	22.21'	N49°37'41"E
L185	20.17'	N40°08'20"W
L186	20.00'	N49°51'40"E
L187	236.59'	S40°08'20"E
L188	496.90'	N49°55'19"E
L189	169.87'	S40°00'17"E
L190	1.07'	S06°21'45"W
L191	18.31'	S49°47'20"W
L192	79.09'	N38°59'38"W
L193	84.54'	N52°02'13"W
L194	8.89'	N40°41'10"W
L195	35.42'	N49°57'02"E
L196	20.00'	S49°57'02"W

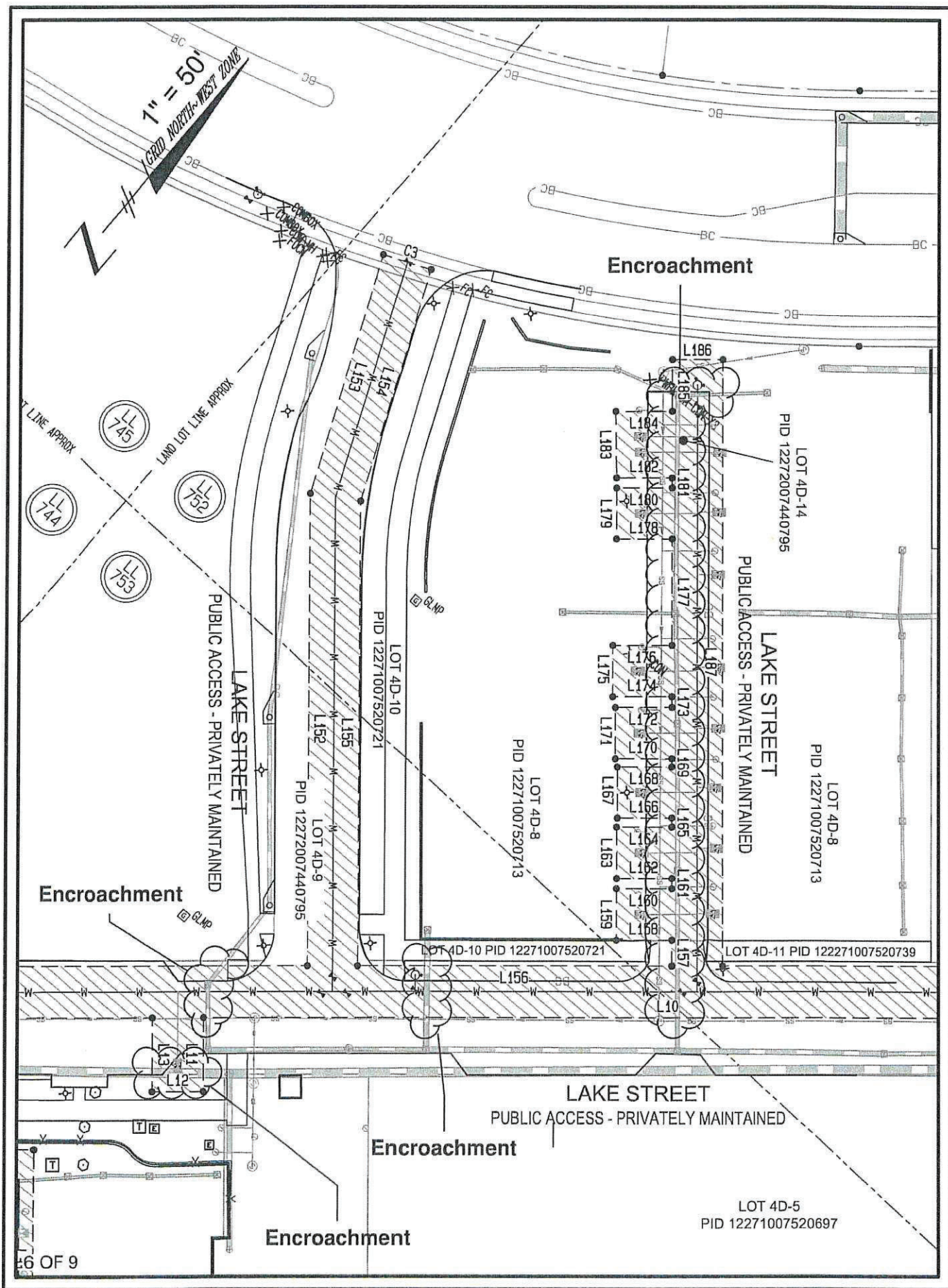
Total Water Encroachment - Approximately 3,518 SF



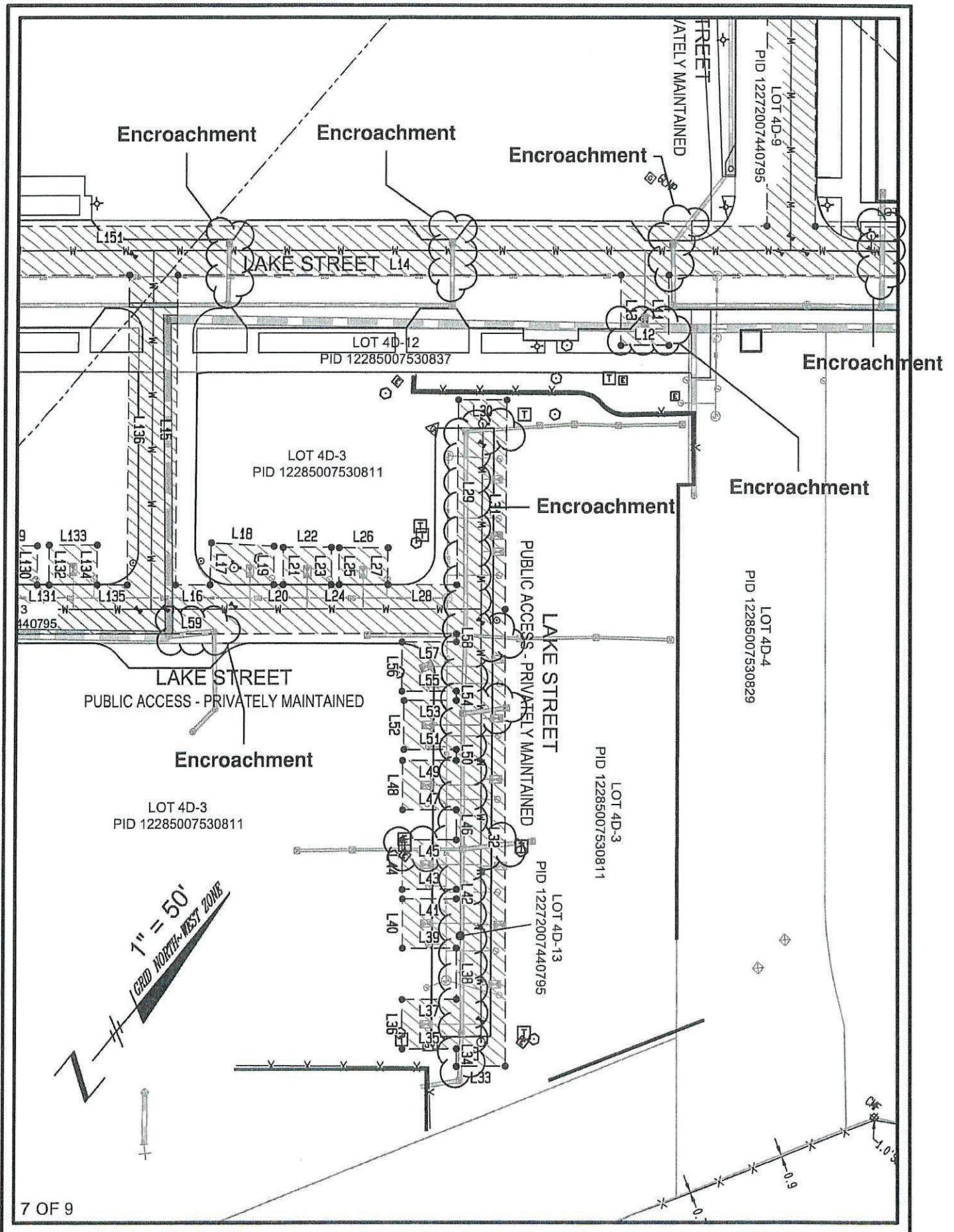
Total Water Encroachment - Approximately 3,518 SF



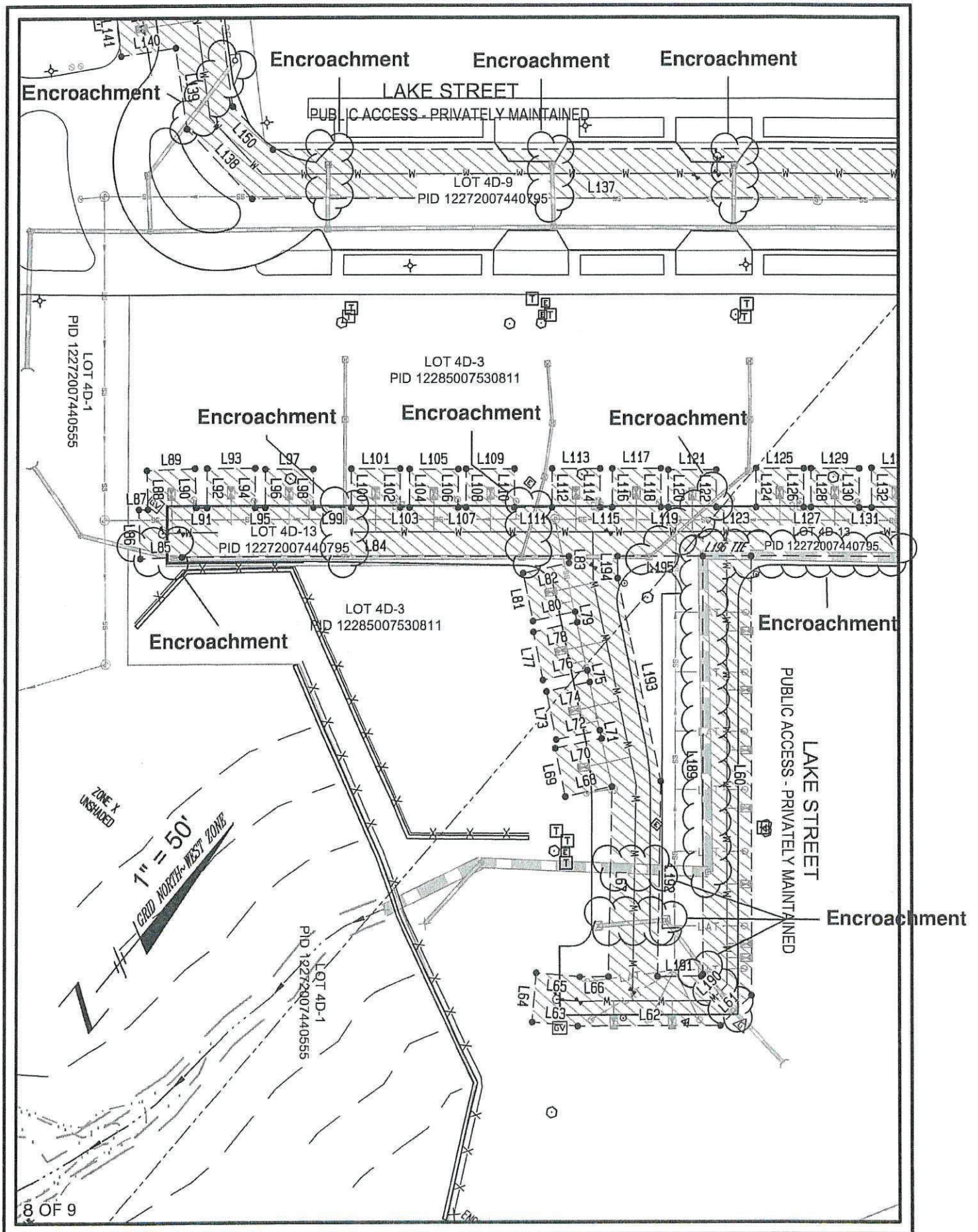
Total Water Encroachment - Approximately 3,518 SF



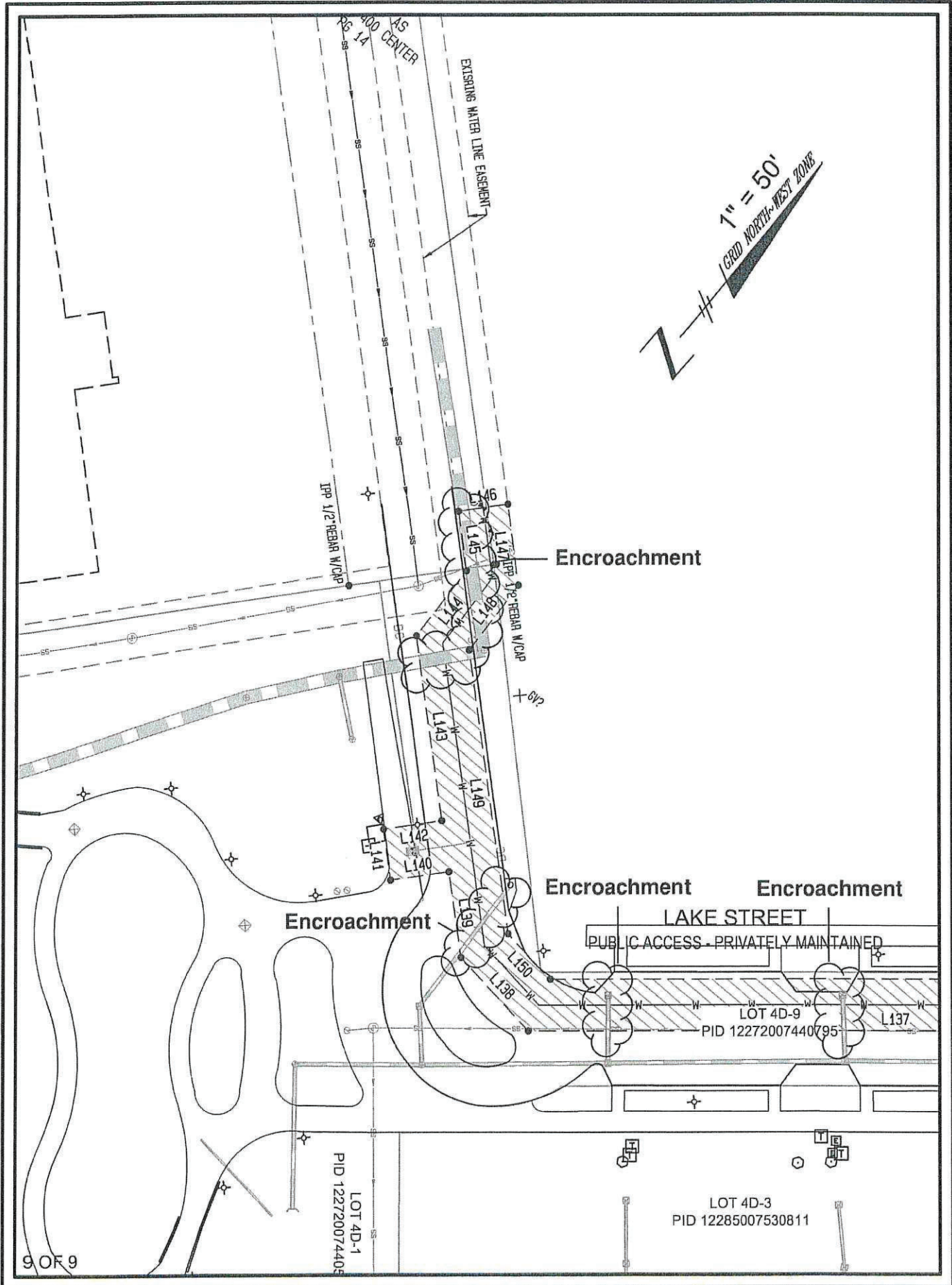
Total Water Encroachment - Approximately 3,518 SF



Total Water Encroachment - Approximately 3,518 SF



Total Water Encroachment - Approximately 3,518 SF



**DESCRIPTION OF PROPERTY
GA 400 CENTER / LAKEVIEW PARK / TECH 360
20' PERMANENT WATER EASEMENT**

ALL OF THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 744, 745, 752 & 753 OF THE 1ST DISTRICT, 2ND SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN PLACED (1/2" REBAR) LOCATED AT THE MOST SOUTHERLY MARGIN OF THE CURVED INTERSECTION FORMED BY THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF LAKEVIEW PARKWAY (100' R/W; PLAT BOOK 209, PAGE 41) WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HAYNES BRIDGE ROAD (VARIABLE R/W; PLAT BOOK 453, PAGE 70) THENCE 126.87 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 3711.94 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 27°32'15" EAST, 126.86 FEET TO THE **POINT OF BEGINNING**.

FROM THE **POINT OF BEGINNING** THUS ESTABLISHED; THENCE SOUTH 26°23'58" EAST, A DISTANCE OF 20.58 FEET TO A POINT; THENCE SOUTH 49°55'19" WEST FOR A DISTANCE OF 50.60 FEET TO A POINT; THENCE SOUTH 40°04'41" EAST FOR A DISTANCE OF 51.76 FEET TO A POINT; THENCE 16.06 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 53.50 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 88°49'46" WEST, 16.00 FEET TO A POINT; THENCE NORTH 80°13'43" WEST FOR A DISTANCE OF 7.57 FEET TO A POINT; THENCE 4.62 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 71.50 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 82°04'46" WEST, 4.62 FEET TO A POINT; THENCE NORTH 40°04'41" WEST FOR A DISTANCE OF 32.00 FEET TO A POINT; THENCE SOUTH 49°55'19" WEST FOR A DISTANCE OF 239.05 FEET TO A POINT; THENCE SOUTH 40°04'41" EAST FOR A DISTANCE OF 29.72 FEET TO A POINT; THENCE SOUTH 49°55'19" WEST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 40°04'41" WEST FOR A DISTANCE OF 29.72 FEET TO A POINT; THENCE SOUTH 49°55'19" WEST FOR A DISTANCE OF 367.54 FEET TO A POINT; THENCE SOUTH 40°04'41" EAST FOR A DISTANCE OF 28.63 FEET TO A POINT; THENCE SOUTH 49°55'19" WEST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 40°04'41" WEST FOR A DISTANCE OF 28.63 FEET TO A POINT; THENCE SOUTH 49°55'19" WEST FOR A DISTANCE OF 183.94 FEET TO A POINT; THENCE SOUTH 39°54'23" EAST FOR A DISTANCE OF 126.25 FEET TO A POINT; THENCE NORTH 49°57'02" EAST FOR A DISTANCE OF 14.45 FEET TO A POINT; THENCE NORTH 38°30'55" WEST FOR A DISTANCE OF 17.07 FEET TO A POINT; THENCE NORTH 52°58'29" EAST FOR A DISTANCE OF 26.08 FEET TO A POINT; THENCE SOUTH 40°02'58" EAST FOR A DISTANCE OF 15.69 FEET TO A POINT; THENCE NORTH 49°57'02" EAST FOR A DISTANCE OF 3.81 FEET TO A POINT; THENCE NORTH 40°02'58" WEST FOR A DISTANCE OF 15.22 FEET TO A POINT; THENCE NORTH 49°57'02" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 40°02'58" EAST FOR A DISTANCE OF 15.22 FEET TO A POINT; THENCE NORTH 49°57'02" EAST FOR A DISTANCE OF 3.28 FEET TO A POINT; THENCE NORTH 40°02'58" WEST FOR A DISTANCE OF 15.07 FEET TO A POINT; THENCE NORTH 49°57'02" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 40°02'58" EAST FOR A DISTANCE OF 15.07 FEET TO A POINT; THENCE NORTH 49°57'02" EAST FOR A DISTANCE OF 28.43 FEET TO A POINT; THENCE NORTH 39°45'23" WEST FOR A DISTANCE OF 75.42 FEET TO A POINT; THENCE NORTH 50°14'37" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 39°45'23" EAST FOR A DISTANCE OF 85.37 FEET TO A POINT; THENCE SOUTH 40°16'36" EAST FOR A DISTANCE OF 185.30 FEET TO

A POINT; THENCE SOUTH 49°43'40" WEST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 40°16'20" WEST FOR A DISTANCE OF 7.10 FEET TO A POINT; THENCE SOUTH 49°43'40" WEST FOR A DISTANCE OF 22.20 FEET TO A POINT; THENCE NORTH 40°16'20" WEST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 49°43'40" EAST FOR A DISTANCE OF 22.20 FEET TO A POINT; THENCE NORTH 40°16'20" WEST FOR A DISTANCE OF 20.69 FEET TO A POINT; THENCE SOUTH 49°43'40" WEST FOR A DISTANCE OF 22.01 FEET TO A POINT; THENCE NORTH 40°16'20" WEST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 49°43'40" EAST FOR A DISTANCE OF 22.01 FEET TO A POINT; THENCE NORTH 40°16'20" WEST FOR A DISTANCE OF 3.90 FEET TO A POINT; THENCE SOUTH 49°43'40" WEST FOR A DISTANCE OF 22.12 FEET TO A POINT; THENCE NORTH 40°16'20" WEST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 49°43'40" EAST FOR A DISTANCE OF 22.12 FEET TO A POINT; THENCE NORTH 40°16'20" WEST FOR A DISTANCE OF 12.26 FEET TO A POINT; THENCE SOUTH 49°43'40" WEST FOR A DISTANCE OF 21.98 FEET TO A POINT; THENCE NORTH 40°16'20" WEST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 49°43'40" EAST FOR A DISTANCE OF 21.98 FEET TO A POINT; THENCE NORTH 40°16'20" WEST FOR A DISTANCE OF 4.43 FEET TO A POINT; THENCE SOUTH 49°43'40" WEST FOR A DISTANCE OF 21.47 FEET TO A POINT; THENCE NORTH 40°16'20" WEST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 49°43'40" EAST FOR A DISTANCE OF 21.47 FEET TO A POINT; THENCE NORTH 40°16'20" WEST FOR A DISTANCE OF 3.75 FEET TO A POINT; THENCE SOUTH 49°43'40" WEST FOR A DISTANCE OF 22.30 FEET TO A POINT; THENCE NORTH 40°16'20" WEST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 49°43'40" EAST FOR A DISTANCE OF 22.30 FEET TO A POINT; THENCE NORTH 40°16'20" WEST FOR A DISTANCE OF 3.30 FEET TO A POINT; THENCE SOUTH 49°57'02" WEST FOR A DISTANCE OF 219.15 FEET TO A POINT; THENCE SOUTH 40°00'17" EAST FOR A DISTANCE OF 178.45 FEET TO A POINT; THENCE SOUTH 06°21'45" WEST FOR A DISTANCE OF 17.60 FEET TO A POINT; THENCE SOUTH 49°47'20" WEST FOR A DISTANCE OF 58.86 FEET TO A POINT; THENCE SOUTH 54°57'30" WEST FOR A DISTANCE OF 19.32 FEET TO A POINT; THENCE NORTH 35°02'30" WEST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 54°57'30" EAST FOR A DISTANCE OF 18.42 FEET TO A POINT; THENCE NORTH 49°47'20" EAST FOR A DISTANCE OF 11.68 FEET TO A POINT; THENCE NORTH 38°59'38" WEST FOR A DISTANCE OF 77.04 FEET TO A POINT; THENCE SOUTH 37°57'47" WEST FOR A DISTANCE OF 19.56 FEET TO A POINT; THENCE NORTH 52°02'13" WEST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 37°57'47" EAST FOR A DISTANCE OF 19.60 FEET TO A POINT; THENCE NORTH 52°02'13" WEST FOR A DISTANCE OF 3.43 FEET TO A POINT; THENCE SOUTH 37°57'47" WEST FOR A DISTANCE OF 18.45 FEET TO A POINT; THENCE NORTH 52°02'13" WEST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 37°57'47" EAST FOR A DISTANCE OF 18.45 FEET TO A POINT; THENCE NORTH 52°02'13" WEST FOR A DISTANCE OF 4.85 FEET TO A POINT; THENCE SOUTH 37°57'47" WEST FOR A DISTANCE OF 18.98 FEET TO A POINT; THENCE NORTH 52°02'13" WEST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 37°57'47" EAST FOR A DISTANCE OF 18.98 FEET TO A POINT; THENCE NORTH 52°02'13" WEST FOR A DISTANCE OF 4.37 FEET TO A POINT; THENCE SOUTH 37°57'47" WEST FOR A DISTANCE OF 18.18 FEET TO A POINT; THENCE NORTH 52°02'13" WEST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 37°57'47" EAST FOR A DISTANCE OF 19.83 FEET TO A POINT; THENCE NORTH 40°41'10" WEST FOR A DISTANCE OF 2.71 FEET TO A POINT; THENCE SOUTH 49°57'02" WEST FOR A DISTANCE OF 160.09 FEET TO A POINT; THENCE SOUTH 48°09'33" WEST FOR A DISTANCE OF 17.44 FEET TO A POINT; THENCE NORTH 41°50'27" WEST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 48°09'33" EAST FOR A DISTANCE OF 3.86 FEET TO A POINT; THENCE NORTH 41°50'27" WEST FOR A DISTANCE OF 15.91 FEET TO A POINT; THENCE NORTH 48°09'33" EAST FOR A DISTANCE

78

EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 47°57'06" EAST FOR A DISTANCE OF 31.95 FEET TO A POINT; THENCE SOUTH 02°11'54" EAST FOR A DISTANCE OF 32.10 FEET TO A POINT; THENCE SOUTH 48°07'09" EAST FOR A DISTANCE OF 111.25 FEET TO A POINT; THENCE SOUTH 83°30'24" EAST FOR A DISTANCE OF 24.27 FEET TO A POINT; THENCE NORTH 49°55'19" EAST FOR A DISTANCE OF 546.25 FEET TO A POINT; THENCE NORTH 40°00'04" WEST FOR A DISTANCE OF 184.13 FEET TO A POINT; THENCE NORTH 23°02'41" WEST FOR A DISTANCE OF 97.53 FEET TO A POINT; THENCE 20.00 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 706.65 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 66°52'30" EAST, 20.00 FEET TO A POINT; THENCE SOUTH 23°02'41" EAST FOR A DISTANCE OF 94.58 FEET TO A POINT; THENCE SOUTH 40°00'04" EAST FOR A DISTANCE OF 181.12 FEET TO A POINT; THENCE NORTH 49°55'19" EAST FOR A DISTANCE OF 124.22 FEET TO A POINT; THENCE NORTH 40°08'20" WEST FOR A DISTANCE OF 10.05 FEET TO A POINT; THENCE SOUTH 49°51'40" WEST FOR A DISTANCE OF 21.65 FEET TO A POINT; THENCE NORTH 40°08'20" WEST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 49°51'40" EAST FOR A DISTANCE OF 21.65 FEET TO A POINT; THENCE NORTH 40°08'20" WEST FOR A DISTANCE OF 3.92 FEET TO A POINT; THENCE SOUTH 49°51'40" WEST FOR A DISTANCE OF 21.57 FEET TO A POINT; THENCE NORTH 40°08'20" WEST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 49°51'40" EAST FOR A DISTANCE OF 21.57 FEET TO A POINT; THENCE NORTH 40°08'20" WEST FOR A DISTANCE OF 3.48 FEET TO A POINT; THENCE SOUTH 49°51'40" WEST FOR A DISTANCE OF 21.36 FEET TO A POINT; THENCE NORTH 40°08'20" WEST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 49°51'40" EAST FOR A DISTANCE OF 21.36 FEET TO A POINT; THENCE NORTH 40°08'20" WEST FOR A DISTANCE OF 3.16 FEET TO A POINT; THENCE SOUTH 49°51'40" WEST FOR A DISTANCE OF 22.14 FEET TO A POINT; THENCE NORTH 40°08'20" WEST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 49°51'40" EAST FOR A DISTANCE OF 22.14 FEET TO A POINT; THENCE NORTH 40°08'20" WEST FOR A DISTANCE OF 4.21 FEET TO A POINT; THENCE SOUTH 49°51'40" WEST FOR A DISTANCE OF 23.23 FEET TO A POINT; THENCE NORTH 40°08'20" WEST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 49°51'40" EAST FOR A DISTANCE OF 23.23 FEET TO A POINT; THENCE NORTH 40°08'20" WEST FOR A DISTANCE OF 41.65 FEET TO A POINT; THENCE SOUTH 49°51'40" WEST FOR A DISTANCE OF 21.81 FEET TO A POINT; THENCE NORTH 40°08'20" WEST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 49°51'40" EAST FOR A DISTANCE OF 21.81 FEET TO A POINT; THENCE NORTH 40°08'20" WEST FOR A DISTANCE OF 3.87 FEET TO A POINT; THENCE SOUTH 49°51'40" WEST FOR A DISTANCE OF 21.87 FEET TO A POINT; THENCE NORTH 40°53'23" WEST FOR A DISTANCE OF 25.97 FEET TO A POINT; THENCE NORTH 49°37'41" EAST FOR A DISTANCE OF 22.21 FEET TO A POINT; THENCE NORTH 40°08'20" WEST FOR A DISTANCE OF 20.17 FEET TO A POINT; THENCE NORTH 49°51'40" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 40°08'20" EAST FOR A DISTANCE OF 236.59 FEET TO A POINT; THENCE NORTH 49°55'19" EAST FOR A DISTANCE OF 496.90 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINING 1.91258 ACRES, OR 83,312 SQUARE FEET.

LESS AND EXCEPT THE FOLLOWING DESCRIPTION OF PROPERTY:

COMMENCING AT AN IRON PIN PLACED (1/2" REBAR) LOCATED AT THE MOST SOUTHERLY MARGIN OF THE CURVED INTERSECTION FORMED BY THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF LAKEVIEW PARKWAY (100' R/W; PLAT BOOK 209, PAGE 41) WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HAYNES BRIDGE

ROAD (VARIABLE R/W; PLAT BOOK 453, PAGE 70), THENCE SOUTH 34°34'24" WEST, A DISTANCE OF 1095.70 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS ESTABLISHED THENCE SOUTH 40°00'17" EAST, A DISTANCE OF 169.87 FEET TO A POINT; THENCE SOUTH 06°21'45" WEST FOR A DISTANCE OF 1.07 FEET TO A POINT; THENCE SOUTH 49°47'20" WEST FOR A DISTANCE OF 18.31 FEET TO A POINT; THENCE NORTH 38°59'38" WEST FOR A DISTANCE OF 79.09 FEET TO A POINT; THENCE NORTH 52°02'13" WEST FOR A DISTANCE OF 84.54 FEET TO A POINT; THENCE NORTH 40°41'10" WEST FOR A DISTANCE OF 8.89 FEET TO A POINT; THENCE NORTH 49°57'02" EAST FOR A DISTANCE OF 35.42 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINING 0.09089 ACRES, OR 3,959 SQUARE FEET.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0298

Meeting Date: 5/3/2023

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 between Fulton County, a political subdivision of the State of Georgia, and LWV TPA GA 400, LLC for the purpose granting conditional approval to allow stormwater piping to remain within a portion of the County's existing sanitary sewer easement at 0 Lakeview Parkway, Alpharetta, Georgia 30009.

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 states the following in part: "No retaining wall, building, pole, sign or other vertical structure shall be constructed in sanitary and storm sewer easements, including vehicular access easements around structures, without approval from the [Director of Public Works]." Further, O.C.G.A. § 36-10-1 provides that "[a]ll contracts entered into by the county governing authority with other persons in behalf of the county shall be in writing and entered on its minutes."

Strategic Priority Area related to this item *(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: : LWV TPA GA 400, LLC, the owner of the real property located at 0 Lakeview Parkway, Alpharetta, Georgia 30009 has requested the conditional approval of the Fulton County Board of Commissioners to allow stormwater piping to remain within a portion of 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, LWV TPA GA 400, 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 2,735 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, Maintenance, and Land Use Agreement for Private Improvement ("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 Lakeview Parkway in Alpharetta, 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 for stormwater piping to remain within a portion of 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 stormwater piping to be installed 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

Deed/Plat Book 66715, Page 700
Deed Book _____, Page _____

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this 14th day of APRIL, 2023, between LWV TPA GA 400 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 Land Lots 744, 745, 752, 753 / 1st District / 2nd Section, and as more fully described in that certain conveyance recorded in Deed Book 55728, Page 461 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) 66715, Page 700 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, said private improvements as same are more fully described in Exhibit "A" (the "Private Improvements").

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: LWV TPA GA 400 LLC
1776 Peachtree Street NW, Suite 100
Atlanta, GA 30309

Re: Land Lots 744, 745, 752, 753 District 1 Section 2

Parcel Numbers: 12 272007440795, 12 272007440787, 12
271007520713, 12 285007530811, 12 285007530829, 12 272007440779, 12
272007440555

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

Signatures: _____

A

J Bradford Smith

Signed, sealed and delivered in

[Signature]
the presence of:

Owner: LWV TPA GA 400 LLC

Address: 1776 Peachtree Street NW, Suite 100

Atlanta, Georgia, 30309

Unofficial Witness

Alexandra Logan
Notary Public

My Commission Expires: 11/19/2025

(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

THIS SEWER LINE EASEMENT IS SUBJECT TO (1) THAT CERTAIN DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR 360 TECH VILLAGE DATED JUNE 2, 2020, BY LWV TPA GA 400 LLC (THE "MASTER DECLARATION"), (2) THAT CERTAIN INTERGOVERNMENTAL AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND CITY OF ALPHARETTA, GEORGIA FOR REPAIR OF ROADWAYS AND ENVIRONS AT THE LAKEVIEW DEVELOPMENT, DATED JANUARY 18, 2022 (THE "IGA"), (3) THAT CERTAIN PRIVATE DEVELOPMENT AGREEMENT DATED NOVEMBER 18, 2021, AMONG THE CITY OF ALPHARETTA, LWV TPA GA 400 LLC AND 360 TECH VILLAGE OWNERS ASSOCIATION, INC. (THE "ASSOCIATION") (THE "PDA"); AND (4) THAT CERTAIN WATER SYSTEM OWNERSHIP, OPERATION, MAINTENANCE AND REPAIR AGREEMENT TO BE EXECUTED BY AND AMONG LWV TPA GA 400 LLC AND FULTON COUNTY, GEORGIA, WHICH COLLECTIVELY PROVIDE THAT (A) THE ROADWAYS WITHIN 360 TECH VILLAGE (REFERRED TO IN THE IGA AS THE LAKEVIEW DEVELOPMENT) (THE "ROADWAYS") ARE PRIVATELY OWNED BY THE ASSOCIATION AND/OR THE CURRENT PRIVATE OWNER(S) OF THE LAND ON WHICH THE ROADWAYS ARE LOCATED (THE "ROADWAY LAND OWNER"), (B) THE ASSOCIATION AND/OR THE ROADWAY LAND OWNER ARE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE ROADWAYS AND ENVIRONS DUE TO ANY REQUIRED REPAIR OR MAINTENANCE TO THE PUBLIC WATER SYSTEM, SPECIFICALLY, AND AS AGREED UPON BY THE PARTIES IN THE IGA, THE COUNTY WILL ONLY BE RESPONSIBLE FOR REPAIR OF ITS WATER INFRASTRUCTURE, STABILIZATION AND BACKFILL OF ANY REQUIRED EXCAVATION AND A CONCRETE CAP FINISHED AT THE ROADWAY SUBGRADE LEVEL, (SEE SECTION 1 OF THE PDA AND SECTION 6.1(B) OF THE MASTER DECLARATION), AND (C) SUCH OWNERSHIP AND OBLIGATIONS OF THE ASSOCIATION AND/OR THE ROADWAY LAND OWNER SHALL BE BINDING UPON THE SUCCESSORS PARTIES OF THE ASSOCIATION AND THE ROADWAY LAND OWNERS (SEE SECTION 4(E) OF THE PDA AND SECTION 2.1 OF THE MASTER DECLARATION).

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE OF ONE FOOT IN 45,076 FEET AND AN ANGULAR ERROR OF 03" PER ANGLE POINT, AND WAS LEAST SQUARES ADJUSTED.

SEWER ESMT 1 - THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 229,221 FEET.

SEWER ESMT 2 - THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 11,468 FEET.

A LEICA TS06+ TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

SURVEYOR'S CERTIFICATION

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

Brock J. Buchholz
BROCK J. BUCHHOLZ
GEORGIA REGISTERED LAND SURVEYOR NUMBER 3210

12/05/2022
DATE



REVISED 02-07-23

WATTS & BROWNING ENGINEERS, INC.

CIVIL ENGINEERS & LAND SURVEYORS
1349 OLD 41 HWY NW STE 225
MARIETTA, GEORGIA 30060

PHONE: (678) 324-6192
FAX: (770) 694-6870

WWW.WBENG.R.COM
LSF000429 - PEF000714

1 OF 10

SEWER LINE EASEMENT DEDICATION OF
LOT 4D - GEORGIA 400 CENTER FOR
LWV TPA GA 400, LLC

LOCATED IN
LAND LOTS 744, 745, 752 & 753
1ST DISTRICT, 2ND SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA

REFERENCE MATERIALS

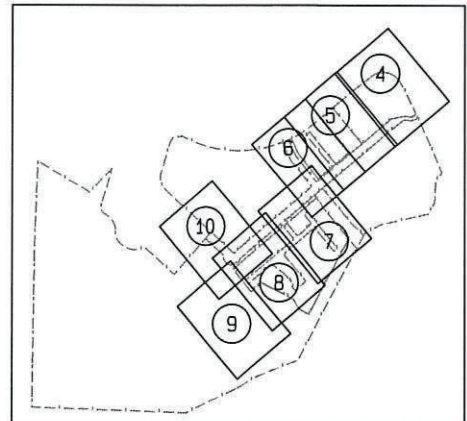
1) FINAL SUBDIVISION PLAT: OF LOT 4D - GEORGIA 400 CENTER, PREPARED FOR LWV TPA GA 400, LLC, LOCATED IN LAND LOTS 744, 745, 752, & 753, 1ST DISTRICT, 2ND SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA, PREPARED BY WATTS AND BROWNING ENGINEERS INC., DRAFTED MAY 15, 2020, LAST REVISED AUGUST 24, 2022, FILED FOR RECORD SEPTEMBER 28, 2022 IN PLAT BOOK 453, PAGE 70 OF FULTON COUNTY RECORDS, GEORGIA.

SURVEYORS NOTES:

1. BOUNDARY LINES SHOWN HEREON ARE TAKEN FROM SURVEY REFERENCE ITEM NO. 1
2. THE DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES.
3. THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.
4. ABOVE GROUND UTILITY LOCATIONS WERE OBTAINED FROM FIELD OBSERVATIONS. WATTS & BROWNING HAS NOT RESEARCHED UNDERGROUND UTILITY LOCATIONS. INFORMATION SHOWN HEREON REGARDING THE EXISTENCE, SIZE, TYPE AND LOCATION OF UNDERGROUND UTILITIES IS BASED ON MARKINGS IN THE FIELD AND INFORMATION FURNISHED BY OTHERS AND WATTS & BROWNING ENGINEERS IS UNABLE TO CERTIFY TO THE ACCURACY OR COMPLETENESS OF THIS INFORMATION. INDICATED LOCATIONS SHOULD BE CONFIRMED IN THE FIELD WITH UTILITY COMPANIES PRIOR TO PROCEEDING WITH PLANNING, DESIGN OR CONSTRUCTION.
5. ANY DEPICTION OF GROUNDWATER FEATURES (RIVERS, STREAMS, CREEKS, SPRINGS, DITCHES, PONDS, LAKES), NATURAL OR OTHERWISE, SHOWN ON THIS SURVEY ARE MERELY OBSERVATIONS AT THE TIME OF THE SURVEY AND NOT A STATEMENT AS TO THE EXISTENCE OR NON-EXISTENCE OF ANY ENVIRONMENTAL CONDITION. WATTS & BROWNING ENGINEERS, INC. SURVEY PERSONNEL ARE NOT ENVIRONMENTAL PROFESSIONALS. WATTS & BROWNING ENGINEERS, INC. OFFERS NO CERTIFICATION AS TO EXISTENCE OR NON-EXISTENCE OF ANY GROUNDWATER FEATURE OR ENVIRONMENTALLY SENSITIVE AREAS ON OR NEAR THE SUBJECT PROPERTY AS MAY BE DEFINED BY FEDERAL, STATE OR LOCAL GOVERNMENTAL REGULATIONS. PRIOR TO PLANNING OR CONSTRUCTION, AN ENVIRONMENTAL PROFESSIONAL SHOULD BE CONSULTED TO DETERMINE HOW THE SUBJECT PROPERTY MAY, OR MAY NOT, BE AFFECTED BY ENVIRONMENTAL ISSUES.
6. BASIS OF BEARING SHOWN HEREON (GRID NORTH, WEST ZONE) WAS BASED ON FULTON COUNTY GPS MARTA MONUMENT # F 421 USING A LEICA GPS SYSTEM 500 ON OCTOBER 16, 2015. ALL DIMENSIONS SHOWN HEREON ARE AT GROUND LEVEL.

SEWER
EASEMENT 1
AREA
1.71294 AC
74,616 SF

SEWER
EASEMENT 2
AREA
0.01789 AC
779 SF



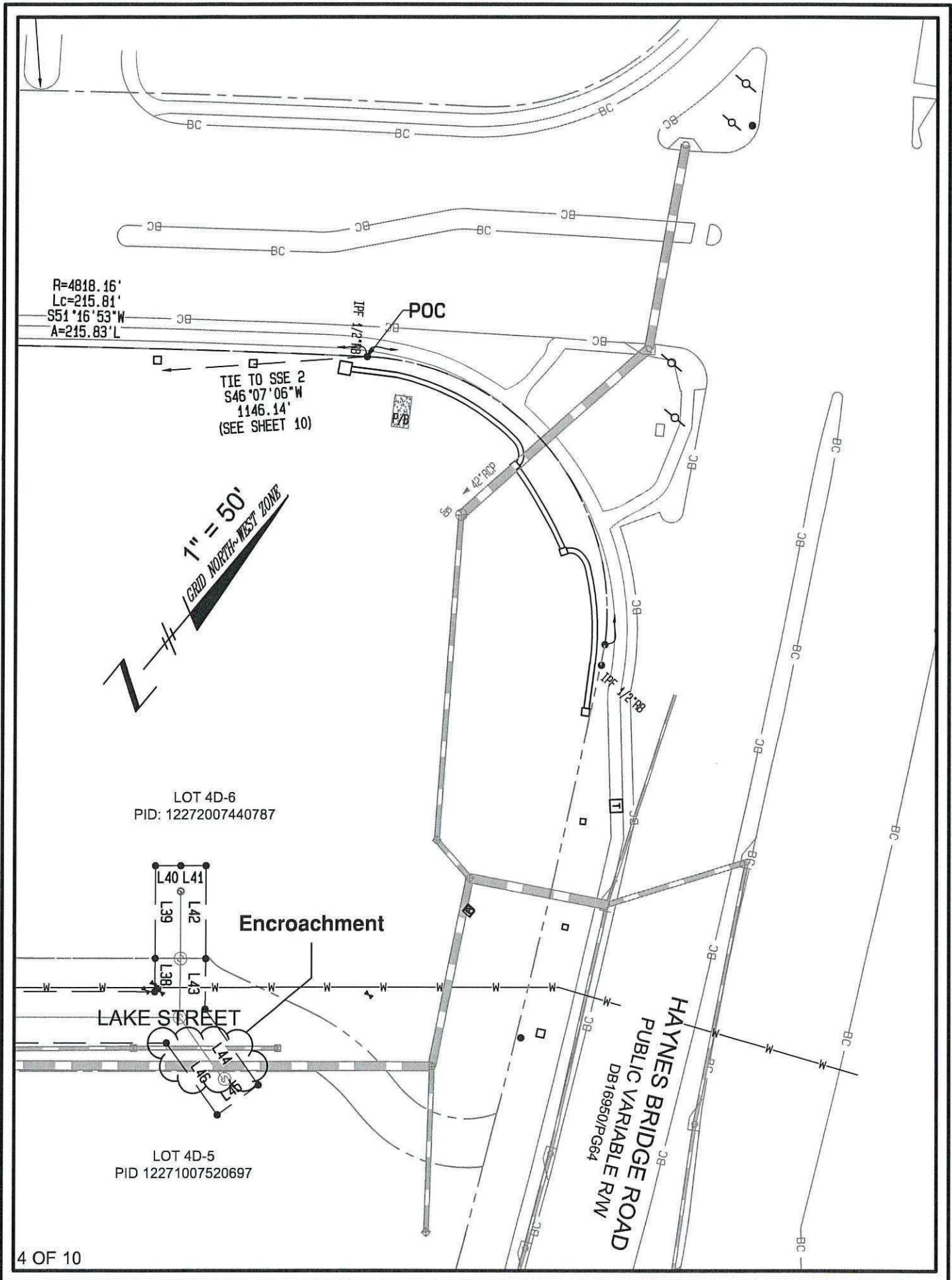
LINE	DIST	BEARING
L1	10.34'	S36°25'06"E
L2	55.98'	S41°14'23"W
L3	2.29'	S39°49'32"E
L4	19.87'	N50°10'28"E
L5	20.00'	S39°49'32"E
L6	19.87'	S50°10'28"W
L7	6.37'	S39°49'32"E
L8	20.82'	N50°10'28"E
L9	20.00'	S39°49'32"E
L10	20.82'	S50°10'28"W
L11	2.76'	S39°49'32"E
L12	20.71'	N50°10'28"E
L13	20.00'	S39°49'32"E
L14	20.71'	S50°10'28"W
L15	14.31'	S39°49'32"E
L16	20.02'	N50°10'28"E
L17	20.00'	S39°49'32"E
L18	20.02'	S50°10'28"W
L19	2.82'	S39°49'32"E
L20	20.63'	N50°10'28"E
L21	20.00'	S39°49'32"E
L22	20.63'	S50°10'28"W
L23	4.29'	S39°49'32"E
L24	21.68'	N50°10'28"E
L25	20.00'	S39°49'32"E
L26	21.68'	S50°10'28"W
L27	5.96'	S39°49'32"E
L28	20.59'	N50°10'28"E
L29	20.00'	S39°49'32"E
L30	20.59'	S50°10'28"W
L31	3.68'	S39°49'32"E
L32	20.89'	N50°10'28"E
L33	20.00'	S39°49'32"E
L34	20.89'	S50°10'28"W
L35	32.07'	S39°49'32"E
L36	120.46'	N49°57'59"E
L37	240.97'	N49°59'20"E
L38	12.99'	N39°15'43"W
L39	36.11'	N40°06'02"W
L40	10.00'	N49°53'58"E
L41	10.00'	N49°53'58"E
L42	36.25'	S40°06'02"E
L43	19.71'	S39°15'43"E
L44	36.33'	S75°43'28"E
L45	20.00'	S14°16'32"W
L46	34.50'	N75°43'28"W
L47	245.71'	S49°59'20"W
L48	130.52'	S49°57'59"W
L49	150.33'	S50°17'24"W
L50	15.29'	S39°33'20"E
L51	42.10'	S39°28'33"E
L52	20.00'	S50°31'27"W
L53	5.21'	N39°28'33"W
L54	14.44'	S53°10'28"W
L55	29.61'	N35°38'47"W
L56	12.47'	N53°35'41"E

LINE	DIST	BEARING
L57	7.33'	N39°28'33"W
L58	15.14'	N39°33'20"W
L59	288.96'	S49°48'50"W
L60	286.29'	S50°19'31"W
L61	112.03'	S40°16'38"E
L62	176.65'	N49°59'37"E
L63	50.08'	N50°20'21"E
L64	236.56'	N50°00'25"E
L65	58.65'	N39°52'35"W
L66	41.74'	N53°15'04"E
L67	20.00'	S36°44'56"E
L68	20.62'	S53°15'04"W
L69	4.88'	S39°52'35"E
L70	20.83'	N50°07'25"E
L71	20.00'	S39°52'35"E
L72	20.83'	S50°07'25"W
L73	3.24'	S39°52'35"E
L74	21.19'	N50°07'25"E
L75	20.00'	S39°52'35"E
L76	21.19'	S50°07'25"W
L77	24.12'	S40°07'59"E
L78	21.65'	N49°52'01"E
L79	20.00'	S40°07'59"E
L80	21.65'	S49°52'01"W
L81	1.13'	S40°07'59"E
L82	21.04'	N49°52'01"E
L83	20.00'	S40°07'59"E
L84	21.04'	S49°52'01"W
L85	5.95'	S40°07'59"E
L86	20.89'	N49°52'01"E
L87	20.00'	S40°07'59"E
L88	20.89'	S49°52'01"W
L89	17.65'	S40°07'59"E
L90	20.97'	N49°52'01"E
L91	20.00'	S40°07'59"E
L92	20.97'	S49°52'01"W
L93	3.80'	S40°07'59"E
L94	20.47'	N49°52'01"E
L95	18.89'	S52°33'51"E
L96	22.47'	S24°50'10"E
L97	40.03'	S65°09'50"W
L98	152.90'	N40°07'59"W
L99	226.63'	S50°00'25"W
L100	17.66'	S39°47'03"E
L101	29.30'	N50°12'57"E
L102	20.00'	S39°47'03"E
L103	29.30'	S50°12'57"W
L104	4.30'	S39°47'03"E
L105	28.97'	N50°12'57"E
L106	20.00'	S39°47'03"E
L107	28.97'	S50°12'57"W
L108	4.00'	S39°47'03"E
L109	28.82'	N50°12'57"E
L110	20.00'	S39°47'03"E
L111	28.82'	S50°12'57"W
L112	3.71'	S39°47'03"E

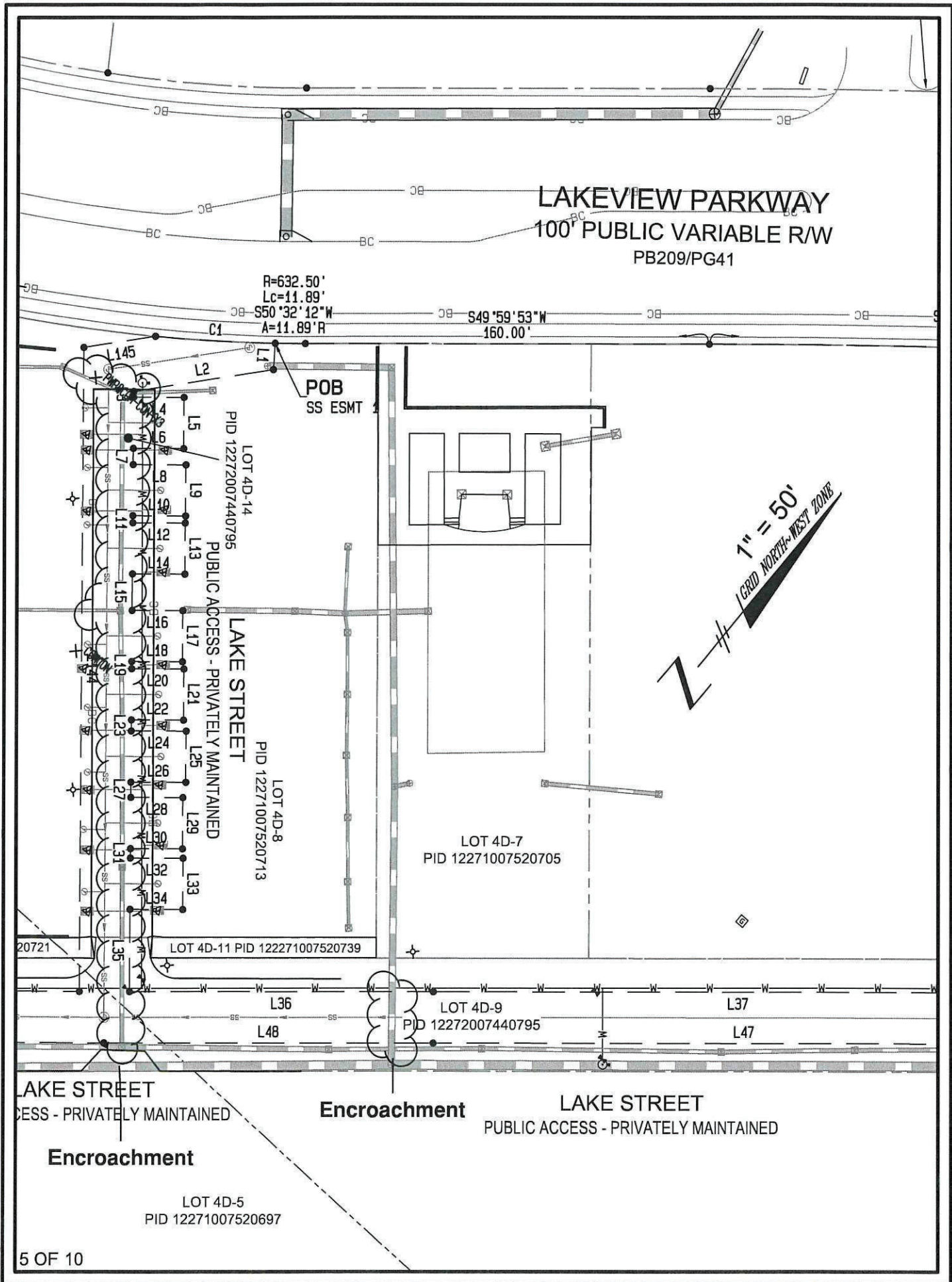
LINE	DIST	BEARING
L113	29.00'	N50°12'57"E
L114	20.00'	S39°47'03"E
L115	29.00'	S50°12'57"W
L116	5.11'	S39°47'03"E
L117	29.09'	N50°12'57"E
L118	20.00'	S39°47'03"E
L119	29.09'	S50°12'57"W
L120	10.27'	S39°47'03"E
L121	29.10'	N50°19'46"E
L122	30.94'	S39°20'22"E
L123	35.97'	S01°41'21"W
L124	58.07'	S50°05'51"W
L125	34.15'	N46°34'15"W
L126	37.40'	N42°31'49"E
L127	164.20'	N39°47'03"W
L128	27.62'	S50°20'21"W
L129	109.88'	S52°15'42"E
L130	20.00'	S37°44'18"W
L131	114.30'	N52°15'42"W
L132	168.41'	S49°59'37"W
L133	56.09'	S40°35'22"E
L134	198.85'	S33°31'54"W
L135	99.89'	S08°43'59"W
L136	20.00'	N81°16'01"W
L137	104.29'	N08°43'59"E
L138	188.15'	N33°31'54"E
L139	51.12'	N40°35'22"W
L140	142.22'	N40°16'38"W
L141	306.41'	N50°19'31"E
L142	299.02'	N49°48'50"E
L143	150.29'	N50°17'24"E
L144	251.66'	N39°49'32"W
L145	28.72'	N41°14'23"E
L146	41.19'	S29°32'14"W
L147	20.50'	N47°50'31"W
L148	36.72'	N29°32'14"E
L149	20.00'	S60°27'46"E

LINE	ARC	CHORD BEARING	RADIUS	CHORD
C1	47.63'	N53°13'58"E	632.50'	47.62'

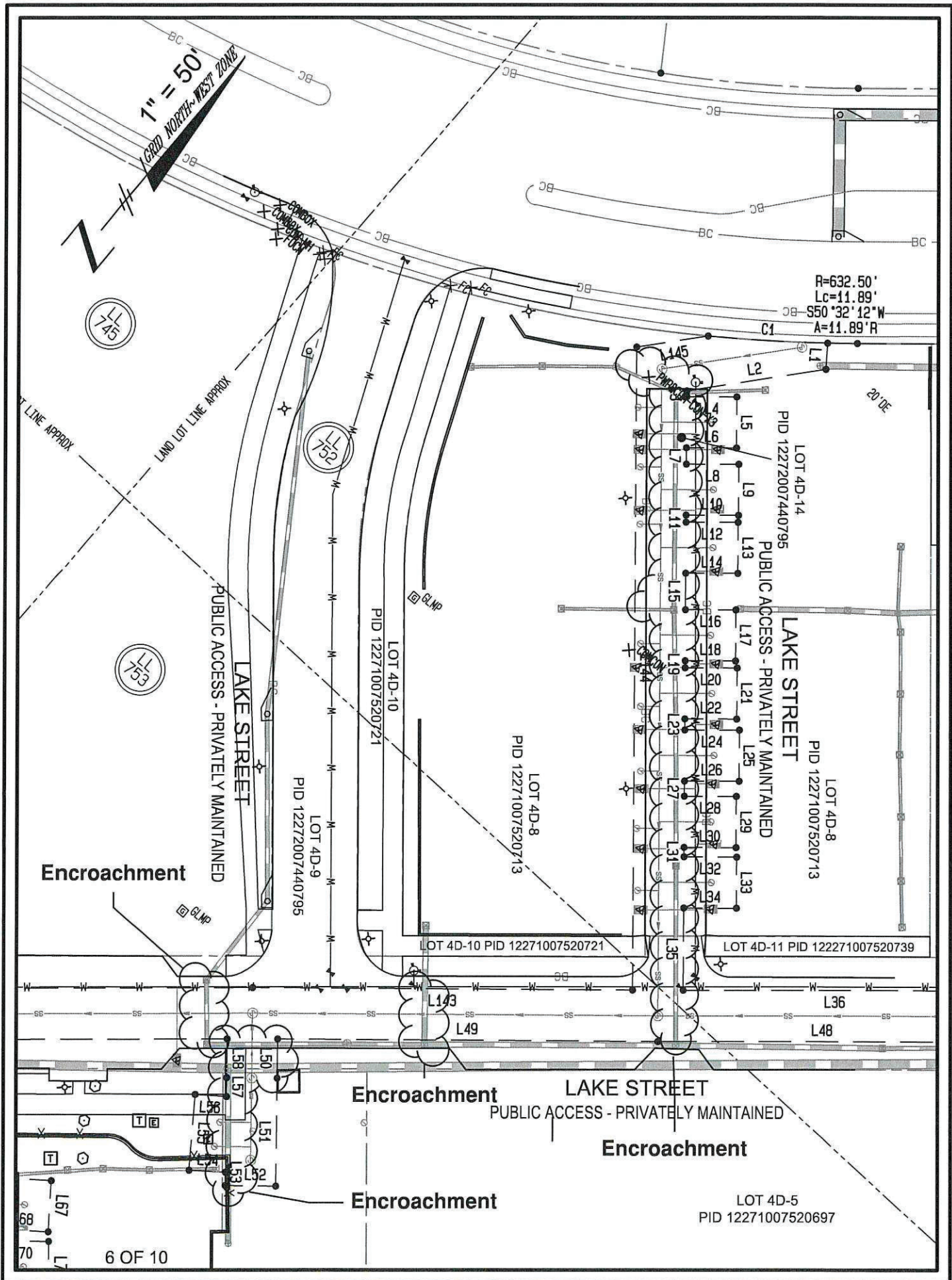
Total Sewer Encroachment - Approximately 2,735 SF



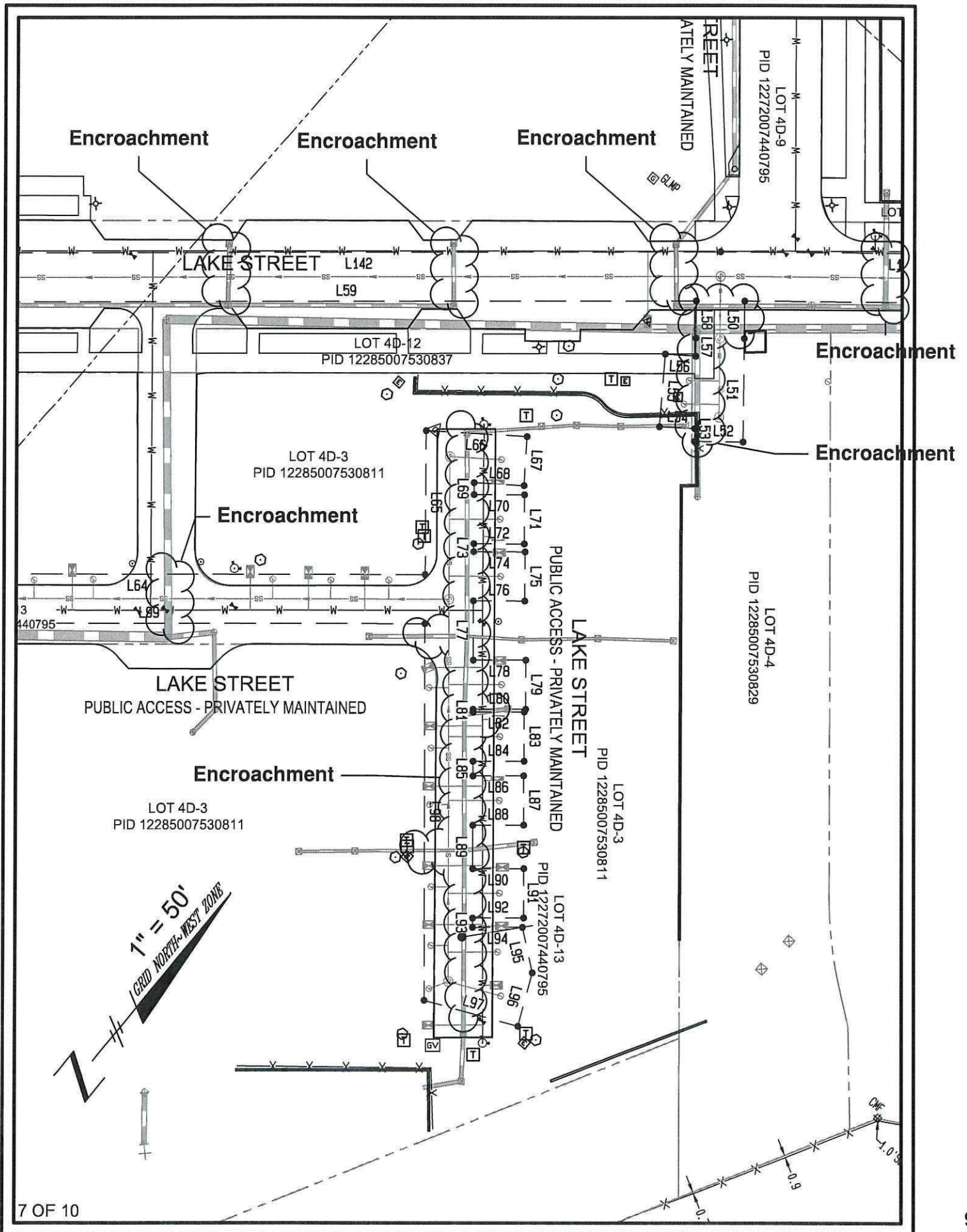
Total Sewer Encroachment - Approximately 2,735 SF



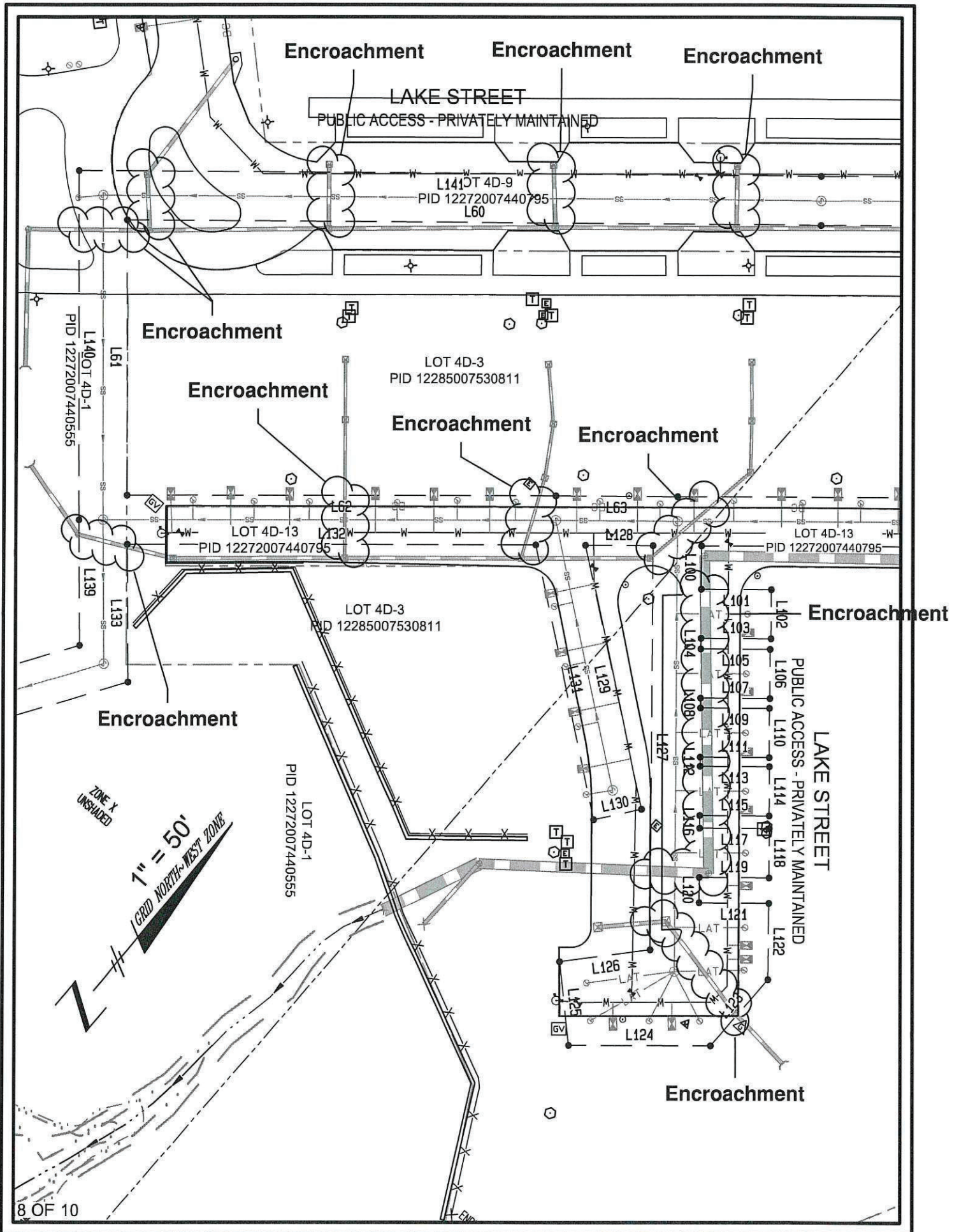
Total Sewer Encroachment - Approximately 2,735 SF



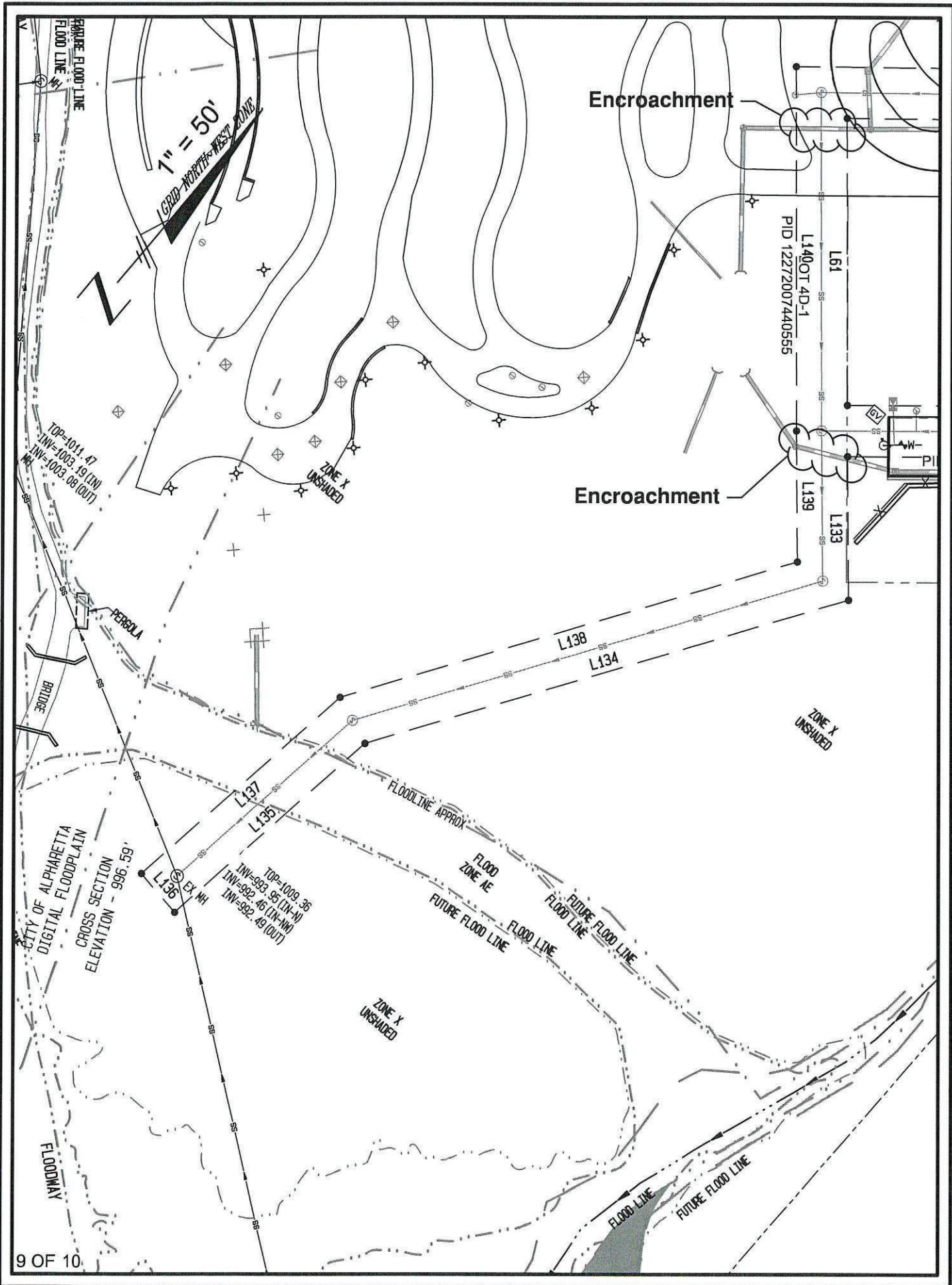
Total Sewer Encroachment - Approximately 2,735 SF



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Total Sewer Encroachment - Approximately 2,735 SF



**DESCRIPTION OF PROPERTY
GA 400 CENTER / LAKEVIEW PARK / TECH 360
20' PERMANENT SEWER EASEMENT**

TRACT1:

ALL OF THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 744, 745, 752 & 753 OF THE 1ST DISTRICT, 2ND SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN PLACED (1/2" REBAR) LOCATED AT THE MOST SOUTHERLY MARGIN OF THE CURVED INTERSECTION FORMED BY THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF LAKEVIEW PARKWAY (100' R/W; PLAT BOOK 209, PAGE 41) WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HAYNES BRIDGE ROAD (VARIABLE R/W; PLAT BOOK 453, PAGE 70), THENCE PROCEED ALONG THE SAID CURVED INTERSECTION A 165.33 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 100.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 80°04'15" WEST, 147.14 FEET; THEN DEPART THE SAID CURVED INTERSECTION AND PROCEED ALONG THE SOUTHEASTERLY RIGHT OF WAY OF LAKEVIEW PARKWAY (100' R/W; PLAT BOOK 209, PAGE 41); THENCE PROCEED ALONG THE SOUTHEASTERLY RIGHT OF WAY OF LAKEVIEW PARKWAY (100' R/W; PLAT BOOK 209, PAGE 41) THE FOLLOWING COURSES AND DISTANCES:

- 1) THENCE 215.83 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 4818.16 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 51°16'53" WEST, 215.81 FEET TO A POINT;
- 2) THENCE SOUTH 49°59'53" WEST FOR A DISTANCE OF 160.00 FEET TO A POINT;
- 3) THENCE 11.89 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 632.50 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 50°32'12" WEST, 11.89 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS ESTABLISHED; THENCE DEPART THE SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF LAKEVIEW PARKWAY (100' R/W; PLAT BOOK 209, PAGE 41) SOUTH 36°25'06" EAST, A DISTANCE OF 10.34 FEET TO A POINT; THENCE SOUTH 41°14'23" WEST FOR A DISTANCE OF 55.98 FEET TO A POINT; THENCE SOUTH 39°49'32" EAST FOR A DISTANCE OF 2.29 FEET TO A POINT; THENCE NORTH 50°10'28" EAST FOR A DISTANCE OF 19.87 FEET TO A POINT; THENCE SOUTH 39°49'32" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 50°10'28" WEST FOR A DISTANCE OF 19.87 FEET TO A POINT; THENCE SOUTH 39°49'32" EAST FOR A DISTANCE OF 6.37 FEET TO A POINT; THENCE NORTH 50°10'28" EAST FOR A DISTANCE OF 20.82 FEET TO A POINT; THENCE SOUTH 39°49'32" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 50°10'28" WEST FOR A DISTANCE OF 20.82 FEET TO A POINT; THENCE SOUTH 39°49'32" EAST FOR A DISTANCE OF 2.76 FEET TO A POINT; THENCE NORTH 50°10'28" EAST FOR A DISTANCE OF 20.71 FEET TO A POINT; THENCE SOUTH 39°49'32" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 50°10'28" WEST FOR A DISTANCE OF 20.71 FEET TO A POINT; THENCE SOUTH 39°49'32" EAST FOR A DISTANCE OF 14.31 FEET TO A POINT; THENCE NORTH 50°10'28" EAST FOR A DISTANCE OF 20.02 FEET TO A POINT; THENCE SOUTH 39°49'32" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 50°10'28" WEST FOR A DISTANCE OF 20.02 FEET TO A POINT; THENCE SOUTH 39°49'32" EAST FOR A DISTANCE OF 2.82 FEET TO A POINT; THENCE NORTH 50°10'28" EAST FOR A DISTANCE OF 20.63 FEET TO A POINT;

THENCE SOUTH 39°49'32" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 50°10'28" WEST FOR A DISTANCE OF 20.63 FEET TO A POINT; THENCE SOUTH 39°49'32" EAST FOR A DISTANCE OF 4.29 FEET TO A POINT; THENCE NORTH 50°10'28" EAST FOR A DISTANCE OF 21.68 FEET TO A POINT; THENCE SOUTH 39°49'32" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 50°10'28" WEST FOR A DISTANCE OF 21.68 FEET TO A POINT; THENCE SOUTH 39°49'32" EAST FOR A DISTANCE OF 5.96 FEET TO A POINT; THENCE NORTH 50°10'28" EAST FOR A DISTANCE OF 20.59 FEET TO A POINT; THENCE SOUTH 39°49'32" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 50°10'28" WEST FOR A DISTANCE OF 20.59 FEET TO A POINT; THENCE SOUTH 39°49'32" EAST FOR A DISTANCE OF 3.68 FEET TO A POINT; THENCE NORTH 50°10'28" EAST FOR A DISTANCE OF 20.89 FEET TO A POINT; THENCE SOUTH 39°49'32" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 50°10'28" WEST FOR A DISTANCE OF 20.89 FEET TO A POINT; THENCE SOUTH 39°49'32" EAST FOR A DISTANCE OF 32.07 FEET TO A POINT; THENCE NORTH 49°57'59" EAST FOR A DISTANCE OF 120.46 FEET TO A POINT; THENCE NORTH 49°59'20" EAST FOR A DISTANCE OF 240.97 FEET TO A POINT; THENCE NORTH 39°15'43" WEST FOR A DISTANCE OF 12.99 FEET TO A POINT; THENCE NORTH 40°06'02" WEST FOR A DISTANCE OF 36.11 FEET TO A POINT; THENCE NORTH 49°53'58" EAST FOR A DISTANCE OF 10.00 FEET TO A POINT; THENCE NORTH 49°53'58" EAST FOR A DISTANCE OF 10.00 FEET TO A POINT; THENCE SOUTH 40°06'02" EAST FOR A DISTANCE OF 36.25 FEET TO A POINT; THENCE SOUTH 39°15'43" EAST FOR A DISTANCE OF 19.71 FEET TO A POINT; THENCE SOUTH 75°43'28" EAST FOR A DISTANCE OF 36.33 FEET TO A POINT; THENCE SOUTH 14°16'32" WEST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 75°43'28" WEST FOR A DISTANCE OF 34.50 FEET TO A POINT; THENCE SOUTH 49°59'20" WEST FOR A DISTANCE OF 245.71 FEET TO A POINT; THENCE SOUTH 49°57'59" WEST FOR A DISTANCE OF 130.52 FEET TO A POINT; THENCE SOUTH 50°17'24" WEST FOR A DISTANCE OF 150.33 FEET TO A POINT; THENCE SOUTH 39°33'20" EAST FOR A DISTANCE OF 15.29 FEET TO A POINT; THENCE SOUTH 39°28'33" EAST FOR A DISTANCE OF 42.10 FEET TO A POINT; THENCE SOUTH 50°31'27" WEST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 39°28'33" WEST FOR A DISTANCE OF 5.21 FEET TO A POINT; THENCE SOUTH 53°10'28" WEST FOR A DISTANCE OF 14.44 FEET TO A POINT; THENCE NORTH 35°38'47" WEST FOR A DISTANCE OF 29.61 FEET TO A POINT; THENCE NORTH 53°35'41" EAST FOR A DISTANCE OF 12.47 FEET TO A POINT; THENCE NORTH 39°28'33" WEST FOR A DISTANCE OF 7.33 FEET TO A POINT; THENCE NORTH 39°33'20" WEST FOR A DISTANCE OF 15.14 FEET TO A POINT; THENCE SOUTH 49°48'50" WEST FOR A DISTANCE OF 288.96 FEET TO A POINT; THENCE SOUTH 50°19'31" WEST FOR A DISTANCE OF 286.29 FEET TO A POINT; THENCE SOUTH 40°16'38" EAST FOR A DISTANCE OF 112.03 FEET TO A POINT; THENCE NORTH 49°59'37" EAST FOR A DISTANCE OF 176.65 FEET TO A POINT; THENCE NORTH 50°20'21" EAST FOR A DISTANCE OF 50.08 FEET TO A POINT; THENCE NORTH 50°00'25" EAST FOR A DISTANCE OF 236.56 FEET TO A POINT; THENCE NORTH 39°52'35" WEST FOR A DISTANCE OF 58.65 FEET TO A POINT; THENCE NORTH 53°15'04" EAST FOR A DISTANCE OF 41.74 FEET TO A POINT; THENCE SOUTH 36°44'56" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 53°15'04" WEST FOR A DISTANCE OF 20.62 FEET TO A POINT; THENCE SOUTH 39°52'35" EAST FOR A DISTANCE OF 4.88 FEET TO A POINT; THENCE NORTH 50°07'25" EAST FOR A DISTANCE OF 20.83 FEET TO A POINT; THENCE SOUTH 39°52'35" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 50°07'25" WEST FOR A DISTANCE OF 20.83 FEET TO A POINT; THENCE SOUTH 39°52'35" EAST FOR A DISTANCE OF 3.24 FEET TO A POINT; THENCE NORTH 50°07'25" EAST FOR A DISTANCE OF 21.19 FEET TO A POINT; THENCE SOUTH 39°52'35" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 50°07'25" WEST FOR A DISTANCE OF 21.19 FEET TO A POINT; THENCE SOUTH 40°07'59"

EAST FOR A DISTANCE OF 24.12 FEET TO A POINT; THENCE NORTH 49°52'01" EAST FOR A DISTANCE OF 21.65 FEET TO A POINT; THENCE SOUTH 40°07'59" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 49°52'01" WEST FOR A DISTANCE OF 21.65 FEET TO A POINT; THENCE SOUTH 40°07'59" EAST FOR A DISTANCE OF 1.13 FEET TO A POINT; THENCE NORTH 49°52'01" EAST FOR A DISTANCE OF 21.04 FEET TO A POINT; THENCE SOUTH 40°07'59" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 49°52'01" WEST FOR A DISTANCE OF 21.04 FEET TO A POINT; THENCE SOUTH 40°07'59" EAST FOR A DISTANCE OF 5.95 FEET TO A POINT; THENCE NORTH 49°52'01" EAST FOR A DISTANCE OF 20.89 FEET TO A POINT; THENCE SOUTH 40°07'59" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 49°52'01" WEST FOR A DISTANCE OF 20.89 FEET TO A POINT; THENCE SOUTH 40°07'59" EAST FOR A DISTANCE OF 17.65 FEET TO A POINT; THENCE NORTH 49°52'01" EAST FOR A DISTANCE OF 20.97 FEET TO A POINT; THENCE SOUTH 40°07'59" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 49°52'01" WEST FOR A DISTANCE OF 20.97 FEET TO A POINT; THENCE SOUTH 40°07'59" EAST FOR A DISTANCE OF 3.80 FEET TO A POINT; THENCE NORTH 49°52'01" EAST FOR A DISTANCE OF 20.47 FEET TO A POINT; THENCE SOUTH 52°33'51" EAST FOR A DISTANCE OF 18.89 FEET TO A POINT; THENCE SOUTH 24°50'10" EAST FOR A DISTANCE OF 22.47 FEET TO A POINT; THENCE SOUTH 65°09'50" WEST FOR A DISTANCE OF 40.03 FEET TO A POINT; THENCE NORTH 40°07'59" WEST FOR A DISTANCE OF 152.90 FEET TO A POINT; THENCE SOUTH 50°00'25" WEST FOR A DISTANCE OF 226.63 FEET TO A POINT; THENCE SOUTH 39°47'03" EAST FOR A DISTANCE OF 17.66 FEET TO A POINT; THENCE NORTH 50°12'57" EAST FOR A DISTANCE OF 29.30 FEET TO A POINT; THENCE SOUTH 39°47'03" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 50°12'57" WEST FOR A DISTANCE OF 29.30 FEET TO A POINT; THENCE SOUTH 39°47'03" EAST FOR A DISTANCE OF 4.30 FEET TO A POINT; THENCE NORTH 50°12'57" EAST FOR A DISTANCE OF 28.97 FEET TO A POINT; THENCE SOUTH 39°47'03" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 50°12'57" WEST FOR A DISTANCE OF 28.97 FEET TO A POINT; THENCE SOUTH 39°47'03" EAST FOR A DISTANCE OF 4.00 FEET TO A POINT; THENCE NORTH 50°12'57" EAST FOR A DISTANCE OF 28.82 FEET TO A POINT; THENCE SOUTH 39°47'03" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 50°12'57" WEST FOR A DISTANCE OF 28.82 FEET TO A POINT; THENCE SOUTH 39°47'03" EAST FOR A DISTANCE OF 3.71 FEET TO A POINT; THENCE NORTH 50°12'57" EAST FOR A DISTANCE OF 29.00 FEET TO A POINT; THENCE SOUTH 39°47'03" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 50°12'57" WEST FOR A DISTANCE OF 29.00 FEET TO A POINT; THENCE SOUTH 39°47'03" EAST FOR A DISTANCE OF 5.11 FEET TO A POINT; THENCE NORTH 50°12'57" EAST FOR A DISTANCE OF 29.09 FEET TO A POINT; THENCE SOUTH 39°47'03" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 50°12'57" WEST FOR A DISTANCE OF 29.09 FEET TO A POINT; THENCE SOUTH 39°47'03" EAST FOR A DISTANCE OF 10.27 FEET TO A POINT; THENCE NORTH 50°19'46" EAST FOR A DISTANCE OF 29.10 FEET TO A POINT; THENCE SOUTH 39°20'22" EAST FOR A DISTANCE OF 30.94 FEET TO A POINT; THENCE SOUTH 01°41'21" WEST FOR A DISTANCE OF 35.97 FEET TO A POINT; THENCE SOUTH 50°05'51" WEST FOR A DISTANCE OF 58.07 FEET TO A POINT; THENCE NORTH 46°34'15" WEST FOR A DISTANCE OF 34.15 FEET TO A POINT; THENCE NORTH 42°31'49" EAST FOR A DISTANCE OF 37.40 FEET TO A POINT; THENCE NORTH 39°47'03" WEST FOR A DISTANCE OF 164.20 FEET TO A POINT; THENCE SOUTH 50°20'21" WEST FOR A DISTANCE OF 27.62 FEET TO A POINT; THENCE SOUTH 52°15'42" EAST FOR A DISTANCE OF 109.88 FEET TO A POINT; THENCE SOUTH 37°44'18" WEST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 52°15'42" WEST FOR A DISTANCE OF 114.30 FEET TO A POINT; THENCE SOUTH 49°59'37" WEST FOR A DISTANCE OF 168.41 FEET TO A POINT; THENCE SOUTH 40°35'22" EAST FOR A DISTANCE OF 56.09 FEET TO A POINT; THENCE

SOUTH 33°31'54" WEST FOR A DISTANCE OF 198.85 FEET TO A POINT; THENCE SOUTH 08°43'59" WEST FOR A DISTANCE OF 99.89 FEET TO A POINT; THENCE NORTH 81°16'01" WEST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 08°43'59" EAST FOR A DISTANCE OF 104.29 FEET TO A POINT; THENCE NORTH 33°31'54" EAST FOR A DISTANCE OF 188.15 FEET TO A POINT; THENCE NORTH 40°35'22" WEST FOR A DISTANCE OF 51.12 FEET TO A POINT; THENCE NORTH 40°16'38" WEST FOR A DISTANCE OF 142.22 FEET TO A POINT; THENCE NORTH 50°19'31" EAST FOR A DISTANCE OF 306.41 FEET TO A POINT; THENCE NORTH 49°48'50" EAST FOR A DISTANCE OF 299.02 FEET TO A POINT; THENCE NORTH 50°17'24" EAST FOR A DISTANCE OF 150.29 FEET TO A POINT; THENCE NORTH 39°49'32" WEST FOR A DISTANCE OF 251.66 FEET TO A POINT; THENCE NORTH 41°14'23" EAST FOR A DISTANCE OF 28.72 FEET TO A POINT; THENCE 47.63 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 632.50 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 53°13'58" EAST, 47.62 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINING 1.71294 ACRES, OR 74616 SQUARE FEET.

TRACT 2:

ALL OF THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 744, 745, 752 & 753 OF THE 1ST DISTRICT, 2ND SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN PLACED (1/2" REBAR) LOCATED AT THE MOST SOUTHERLY MARGIN OF THE CURVED INTERSECTION FORMED BY THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF LAKEVIEW PARKWAY (100' R/W; PLAT BOOK 209, PAGE 41) WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HAYNES BRIDGE ROAD (VARIABLE R/W; PLAT BOOK 453, PAGE 70), THENCE DEPART THE SAID CURVED RIGHT OF WAY INTERSECTION AND PROCEED SOUTH 51°37'10" WEST, A DISTANCE OF 1238.72 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS ESTABLISHED; THENCE SOUTH 29°32'14" WEST, A DISTANCE OF 41.19 FEET TO A POINT; THENCE NORTH 47°50'31" WEST FOR A DISTANCE OF 20.50 FEET TO A POINT; THENCE NORTH 29°32'14" EAST FOR A DISTANCE OF 36.72 FEET TO A POINT; THENCE SOUTH 60°27'46" EAST FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINING 0.01789 ACRES, OR 779 SQUARE FEET.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0299

Meeting Date: 5/3/2023

Department

Real Estate and Asset Management

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

Request approval of a Sewer Easement Dedication of 1,395 square feet to Fulton County, a political subdivision of the State of Georgia, from the Downtown Development Authority of the City of Roswell, Georgia, for the purpose of constructing the West Alley Development Project at 37 Mimosa Boulevard, Roswell, Georgia 30075.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The proposed West Alley Development Project, a commercial development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system prior to the issuance of a Land Disturbance Permit. The easement area to be conveyed to the County consists of 1,395 square feet

and is located in Land Lot 386 of the 1st District 2nd Section of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None.

Department Issues/Concerns: None.

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

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

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

Project Name : West Alley Development
Tax Parcel Identification No.: 12-1903-0386-059-1
Land Disturbance Permit No.: WRN22-013
Zoning/Special Use Permit No.: N/A
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

**SEWER EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 29th day of December, 2022, between the Downtown Development Authority of the City of Roswell, Georgia, a downtown development authority and public body corporate and politic duly created under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a sewer line through the subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to **FULTON COUNTY** and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 386, 2nd Section (if applicable) of District 1, Fulton County, Georgia, and more particularly described as follows: To wit:

West Alley Development

Project Name

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

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

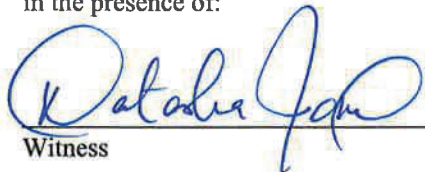
For the same consideration, Grantor hereby conveys and relinquishes to FULTON COUNTY a right of access over Grantor's remaining lands as necessary for FULTON COUNTY to perform maintenance and repairs on said sewer line on both a routine and emergency basis.

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

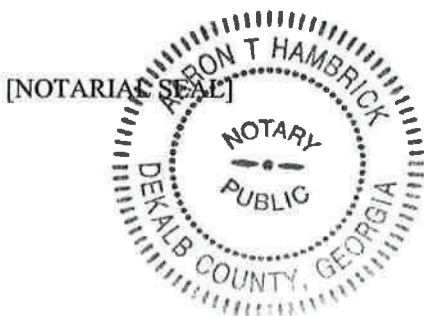
Said Grantor hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages for property loss on account of the construction, access, upgrade or maintenance of said sewer line for the use of the property as herein agreed.

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

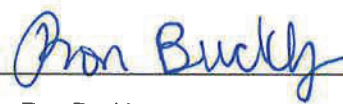
Signed, sealed and delivered this 29th
day of December, 2022
in the presence of:

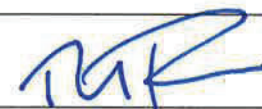

Witness


Notary Public

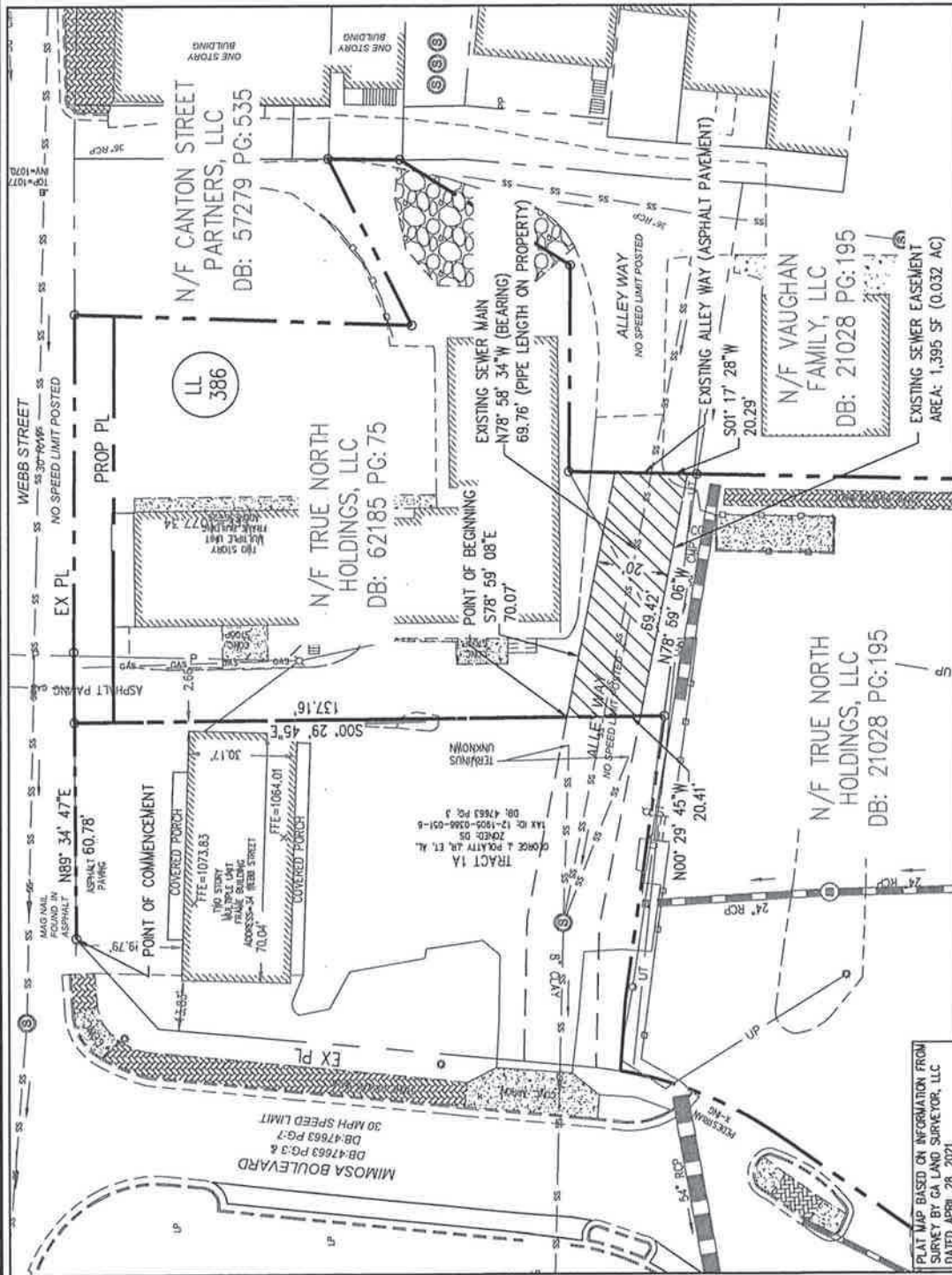


GRANTOR: Downtown Development Authority
of the City of Roswell, Georgia
CORPORATE NAME

By: 
Print Name: Ron Buckley
Title: Chairman

By: 
Print Name: Thomas Smith
Title: Vice Chairman





LEGEND SEWER EASEMENT	EXISTING CONDITIONS OF EASEMENT AREA IS AN ASPHALT ALLEY WAY.
	PROPOSED CONDITION IS ASPHALT ALLEY WAY.
PROJECT ADDRESS: 37 MAGNOLIA STREET ROSWELL, GA 30075	
LAND LOT: DISTRICT: 1ST SECTION: 2ND PID# 12-1903-0386-059-1 EASEMENT AREA: 1,395 SF GRANTOR: DOWNTOWN DEVELOPMENT AUTHORITY GRANTEE: FULTON COUNTY DEED BOOK: 62185 PAGE: 75 FUL CO PERMIT #: MW22-013	

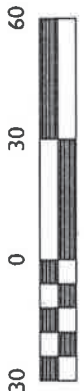


EXHIBIT A SEWER EASEMENT

WEST ALLEY DEVELOPMENT
 ROSWELL, FULTON COUNTY, GEORGIA
 GRANTOR: DOWNTOWN DEVELOPMENT AUTHORITY

PROJECT NO: 21-458
 DRAWN BY: AS
 DATE: 10-26-2022
 REVISION:

PLAT MAP BASED ON INFORMATION FROM
 SURVEY BY CA LAND SURVEYOR, LLC
 DATED APRIL 28, 2021.

EXHIBIT A

Sewer Easement - Legal Description

West Alley Development

ALL THAT TRACT OR PARCEL of land being in Land Lot 386 of the 1st District, 2nd Section of Cobb County, Georgia, and being shown on Exhibit A which is based on a survey prepared for West Alley Development by GA Land Surveyor dated April 27, 2021, being more particularly described as follows:

THE POINT OF COMMENCEMENT begins at a mag nail in asphalt found at the northeasterly miter at the southeastern intersection right-of-way of Webb Street and Mimosa Boulevard in land lot 386 of the 1st district, 2nd section of Fulton County, Georgia,

running thence along said right-of-way north 89 degrees 34 minutes 47 seconds east for 60.78 feet to a point;

running thence south 00 degrees 29 minutes 45 seconds east for 137.16 feet to THE POINT OF BEGINNING;

from said POINT OF BEGINNING;

running thence south 78 degrees 59 minutes 08 seconds east for 70.07 feet to a point;

running thence south 01 degrees 17 minutes 28 seconds west for 20.29 feet to a point;

running thence north 78 degrees 59 minutes 06 seconds west for 69.42 feet to a point;

running thence north 00 degrees 29 minutes 45 seconds west for 20.41 feet to the POINT OF BEGINNING.

Said tract of land contains 1,395 square feet (0.032 acres), as shown on Exhibit A for West Alley Development by AEC, Inc., dated October 26, 2022.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0300

Meeting Date: 5/3/2023

Department

Emergency Management

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

Request approval of the Atlanta Region Commission's Metro Atlanta Urban Area Security Initiative Memorandum of Understanding regarding Department of Homeland Security grant funding awarded to the Atlanta-Fulton County Emergency Management Agency - AFCEMA (Grant Years 2020 & 2021).

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

OCGA# 36-101 Requires any contract entered into by the county be approved by the board and entered into its 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.)*

Scope of Work: The Atlanta-Fulton County Emergency Management Agency recommends Board of Commissioners' approval for this particular agenda item. Approval of this item will not require the expenditure of any additional County funds. The Atlanta Region Commission's Metro Atlanta Urban Area Security Initiative Memorandum of Understanding (MOU) with AFCEMA covers three initiatives designed to prevent, protect, respond and recover from threats of or acts of terrorism. The first initiative enhances AFCEMA's situational awareness & accountability tool, WebEOC, which aids first

responders and first receivers with incident management, coordination, and collaboration activities. This enhancement will provide AFCEMA the capability to communicate with other WebEOC servers, or to third party systems. The second initiative is on behalf of the active and recognized Department of Homeland Security Citizens Corps programs within Fulton County. At the national level, the mission of Citizen Corps is to harness the power of every individual through education, training, and volunteer service to make communities safer, stronger, and better prepared to respond to the threats of terrorism, crime, public health issues, and disasters of all kinds. The national Citizen Corps programs are: Community Emergency Response Team (CERT) CERT training promotes a partnering effort between emergency services and the people they serve. The goal is for emergency personnel to train members of neighborhoods, community organizations or workplaces in basic response skills. CERT members are then integrated into the emergency response capability for their area. Medical Reserve Corps (MRC) MRC Programs coordinates the skills of practicing and retired physicians, nurses and other health professionals as well as other citizens interested in health issues, who are eager to volunteer to address their community's ongoing public health needs and to help their community during largescale emergency situations. They have been integral to our COVID response the last 18 months. Fire Corps Fire Corps promotes the use of citizen advocates (volunteers) to support and augment the capacity of resource-constrained fire and emergency service departments at all levels: volunteer, combination, and career. Volunteers in Police Services (VIPS) VIPS Program provides support and resources for agencies interested in developing or enhancing a volunteer program and for citizens who wish to volunteer their time and skills with a law enforcement agency. The program's ultimate goal is to enhance the capacity of state and local law enforcement to utilize volunteers. National Neighborhood Watch Program (formerly USAonWatch) The National Neighborhood Watch was begun in 1972 with funding in part by the National Sheriffs' Association, through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The program knows that our nation is built on the strength of our citizens. Every day, our citizens encounter situations calling upon us to be the eyes and ears of law enforcement. Not only does neighborhood watch allow citizens to help in the fight against crime, it is also an opportunity for communities to bond through service. The Neighborhood Watch Program draws upon the compassion of average citizens, asking them to lend their neighbors a hand. The National Neighborhood Watch Program (formerly USAonWatch) is the portal for training to assist law enforcement agencies and their communities, technical assistance, resource documents, watch stories, networking, and assistance to the field. The third initiative is in support of the Emergency Management program and will provide Emergency Management with the ability to respond to incidents and events with portable cellular and wi-fi capabilities. These programs/organizations will not receive any direct funds since the Metro Atlanta UASI will be providing the requested equipment, supplies and resources. The total funds covered via this MOU is, \$229,345.00

Community Impact: The mission of Citizen Corps is to harness the power of every individual through education, training, and volunteer service to make communities safer, stronger, and better prepared to respond to the threats of terrorism, crime, public health issues, and disasters of all kinds. WebEOC enhances the situational awareness County wide with both internal and external partners.

Department Recommendation: The Atlanta-Fulton County Emergency Management Agency recommends Board of Commissioners' approval for this particular agenda item. Approval of this item will not require the expenditure of any additional County funds.

Project Implications: No future implications are anticipated in terms of potential changes in budget, service provision, or County policy/operations.

Community Issues/Concerns: No particular issues or concerns have been raised by internal/external partners concerning this specific agenda item.

Department Issues/Concerns: The Atlanta-Fulton County Emergency Management Agency does not have any specific issues or concerns as it relates to this specific agenda item.

**Memorandum of Understanding
between
Atlanta Regional Commission
and
Fulton County**

THIS AGREEMENT, made and entered into as of the ____ day of _____, 2023 by and between the Atlanta Regional Commission ("ARC"), an instrumentality created and existing under the laws of the state of Georgia with a principal place of business located at 229 Peachtree Street Ste 100, Atlanta, Georgia 30303, hereinafter referred to as "ARC" and Fulton County a political subdivision or agency of the state of Georgia (the "Recipient") with a principal place of business located at 141 Pryor Street SW, Suite 10076, Atlanta, GA 30303.

WITNESSETH:

WHEREAS, Atlanta Urban Area Security Initiative ("UASI") has been the urban area security initiative agency for the metropolitan Atlanta area as established by the United States Department of Homeland Security ("DHS") and Georgia Emergency Management and Homeland Security Agency ("GEMHSA"); and

WHEREAS, UASI was organized to implement programs designed to prevent, protect, respond and recover from threats of or acts of terrorism; and

WHEREAS, since 2002, DHS has developed numerous programs and grants in furtherance of the foregoing purpose; and

WHEREAS, UASI has received grant funding from the Grant Year 2020 (GY20) and 2021 (GY21) Homeland Security Grant Programs ("HSGP") administered by DHS to GEMHSA on behalf of the State of Georgia, in accordance with the Consolidated Appropriations Act of 2008 (Public Law 110-161); and

WHEREAS, UASI is now a Department within ARC (known as the Homeland Security and Emergency Preparedness Department); and

WHEREAS, Recipient has requested not to exceed \$34,900.00 from GY'20 funds for enhancement of Citizen Corps capabilities; and

WHEREAS, Recipient has requested not to exceed \$85,000.00 from GY'20 funds for enhancement of WebEOC capabilities; and

WHEREAS, Recipient has requested not to exceed \$26,450.00 from GY'21 funds for enhancement of Citizen Corps capabilities; and

WHEREAS, Recipient has requested not to exceed **\$82,995.00** from GY'21 funds for enhancement of Emergency Management capabilities; and

WHEREAS, ARC has agreed to award such grant funds to Recipient in furtherance of same;

NOW, THEREFORE, for and in consideration of the premises, the parties, intending to be legally bound, do hereby agree as follows:

1. **Exhibits**. The following exhibits are attached or attainable via the internet and made a part of this Agreement, and the parties agree to be bound by the applicable provisions of same:

Exhibit A. United States Department of Homeland Security (DHS), Preparedness Directorate, Office of Grants and Training (G&T), Office of Grant Operations (OGO) Financial Management Guide (Financial Guide), available on the DHS Web site at:
http://www.dhs.gov/xlibrary/assets/Grants_FinancialManagementGuide.pdf

Exhibit B. United States Department of Homeland Security (DHS), Fiscal Years 2020 and 2021 Homeland Security Grant Program Guidance and Application Kit (DHS Guide), located at:
[The U.S. Department of Homeland Security \(DHS\) Notice of Funding Opportunity \(NOFO\) Fiscal Year 2020 Homeland Security Grant Program \(HSGP\) \(fema.gov\)](#)
[Fiscal Year 2021 Homeland Security Grant Program \(HSGP\) Notice of Funding Opportunity \(NOFO\) \(fema.gov\)](#)

Exhibit C. NIMS Compliance Form (attached).

Exhibit D. Approved Detailed Project Description/Cost (attached).

Exhibit E. 2020 Recipient-Subrecipient Agreement by and between GEMA and ARC dated September 1, 2020 (a copy of which is available for inspection at ARC's office).
2021 Recipient-Subrecipient Agreement by and between GEMA and ARC dated October 1, 2021 (a copy of which is available for inspection at ARC's office).

Exhibit F. Standard Assurances Standard Form 4248 (non-Construction) or Standard Form 424 U (Construction), as applicable.

Exhibit G. Certification Regarding Lobbying; Debarment, Suspension, and other Responsibility Matters; and Drug-Free Workplace Requirements. OJP Form 4061/6 (a copy of which is available for inspection at UASI's office).

2. **Project Scope.** The project (the "Project") which is the subject matter of this Agreement is described in Exhibit D, attached hereto and made a part hereof. The Recipient shall carry out and perform such activities as described in Exhibit D, in a satisfactory and proper manner. Recipient acknowledges that the goods and/or services described in Exhibit D shall be used not only for the benefit of Recipient, but also in furtherance of the regional goals of the UASI program. Recipient agrees to coordinate as necessary or desirable with other jurisdictions which are a part of the regional system to ensure maximum benefit to the region as a whole. Recipient shall be responsible for the use and maintenance of any equipment or tangible goods received by it in connection with the Project. Recipient further acknowledges that the funding provided hereunder is intended to provide assistance to build an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism for the Atlanta metropolitan area. Should Recipient become incapable of utilizing any goods or equipment provided hereunder, then Recipient agrees to make same available to another local jurisdiction at ARC's direction. Recipient's failure to either utilize any goods or equipment provided hereunder, or to make same available to another local jurisdiction, may result in a loss of funding and/or equipment to Recipient. Recipient shall be solely responsible for all goods and equipment obtained hereunder, including, where applicable, maintenance, replacement, training and insurance. By its acceptance of the goods or equipment provided hereunder, Recipient covenants and agrees to actively participate in any regional exercises which contemplate or require the use of such goods or equipment.

3. **Cost.** All costs associated with the Project shall be paid by ARC in accordance with the terms and conditions set forth in Exhibit D, attached hereto and made a part hereof. Recipient acknowledges that the cost of the Project as shown in Exhibit D may be an approximation of the total cost of the Project but may not necessarily reflect the final actual cost of same. At the conclusion of the Project, ARC shall provide Recipient with an appropriate document which accurately reflects the actual retail value of all equipment and/or services provided to Recipient associated with the Project. In addition to the terms and conditions expressed in Paragraph 2 hereinabove, Recipient agrees that should all or any portion of the grant funds used for or in connection with the project described herein subsequently be disallowed for any reason by DHS, GEMA or any other concerned funding agency (whether by virtue of audit or otherwise), then, in that event, upon demand, Recipient either shall return the equipment purchased with such disallowed funds in good condition (allowing for reasonable wear and tear) or reimburse ARC in cash for the fair market value of such equipment (or services).

4. **Compliance with Grant Contract.** Recipient agrees to be bound by all of the applicable terms and conditions of the Grant Contract (Exhibit E) including, but not limited to, the provisions regarding Exhibits, Reimbursement and Reporting Requirements "Audits (specifically including 2 CFR Part 200, Subpart F)" Financial Regulations and Guides, National Initiatives, and Special Conditions.

5. **Compliance with Laws and Regulations.** Each party hereto agrees to comply with all applicable local, state and federal laws and regulations. Each party hereto further agrees to comply with the requirements of O.C.G.A. §13-10-90 et seq., and Georgia Department of Labor Rules 300-10-1-.02 et seq. to verify a contractor's or subcontractor's new employee's work eligibility through a federal work authorization program. Further, the parties agree to

comply with the regulations, policies, guidelines and requirements set forth in OMB Circulars A-87 and A-133, as appropriate.

6. **Procedures for Handling Critical Infrastructure Information ("PHCII")**. Recipient recognizes that during the term of this Agreement, Recipient will or may have access to, handle, use, or store critical infrastructure information ("CII") that enjoys protection under the Critical Infrastructure Information Act of 2002 ("CII Act"). Consequently, Recipient covenants and agrees to comply with the regulations promulgated by the Secretary, Department of Homeland Security, pursuant to the CII Act regarding the Procedures for Handling Critical Infrastructure Information ("PHCII") (6 CFR Part 29), as may be amended from time to time, as well as with all relevant requirements of the PCII Program (as defined in the regulations). All persons granted access to Protected Critical Infrastructure Information ("PCII") are responsible for safeguarding such information in their possession or control. PCII shall be protected at all times by appropriate storage and handling. Recipient shall not remove any "PCII" markings from any information. Each person who works with PCII is personally responsible for taking proper precautions to ensure that unauthorized persons do not gain access to it. The unauthorized release of PCII may result in criminal and/or administrative penalties. Recipient hereby acknowledges that its failure to comply with the above-referenced regulations and the PCII Program will constitute a material breach of the terms of this Agreement.

7. **Inventory**. Recipient acknowledges that grant funded equipment will be transferred to and owned by the recipient upon payment by ARC. Recipient understands that ARC shall have no responsibility for the maintenance or upkeep of transferred equipment but must be granted access to review equipment upon request. ARC shall monitor Recipient to ensure that equipment is properly held and maintained. Recipient shall maintain an inventory of all grant funded equipment and provide a copy to ARC. The Recipient will submit an updated inventory every year thereafter or as equipment is disposed of. Equipment must be used for the intended purpose for the life of the equipment. ARC must be given a written disposition plan for any equipment that has a value of \$5,000 or more at the end of its useful life.

8. **Nondisclosure of Confidential Information**. In the furtherance of this Agreement, it may be necessary or desirable for ARC to disclose to Recipient certain confidential information, including, without limitation, writings, drawings, computer software, documentation and hardware, and ARC wishes to prohibit the unauthorized use and disclosure of same by the Recipient. For the purpose of this Agreement, "Confidential Information" shall mean all information received by Recipient from ARC, unless otherwise explicitly marked or designated. Failure to mark Confidential Information as "Confidential" shall not be deemed to operate as a waiver of any rights hereunder. Recipient acknowledges that the Confidential Information is and shall remain the sole and exclusive property of ARC and that ARC has the exclusive right, title and interest to such Confidential Information. No right or license, by implication or otherwise, is granted by ARC as a result of this Agreement or as a result of any disclosure of Confidential Information. Information initially furnished verbally or visually and identified beforehand as confidential at the time of disclosure shall be reduced to writing and confirmed as Confidential Information in a written statement that fully identifies the material considered confidential within fifteen (15) business days after its initial disclosure. During that fifteen (15) business day period,

the latter information shall be protected, but failure so to identify, reduce to writing, mark and deliver such verbally or visually disclosed information in the manner prescribed shall relieve Recipient of all obligations of protection with respect to said disclosed information thereafter.

Recipient shall maintain all Confidential Information in confidence and shall not disclose same to any third party. In protecting such information from disclosure, Recipient shall use at least the same degree of care as it normally uses in the protection of its own confidential and proprietary information of like kinds. Recipient further agrees that it will not (i) use any Confidential Information received except for the purposes contemplated by this Agreement, (ii) disclose same to persons in its organization without a "need to know", or (iii) make unnecessary copies of same. Upon discovery of an unauthorized, inadvertent or accidental disclosure, Recipient shall promptly notify ARC of such disclosure and shall take all reasonable steps to retrieve the disclosure and prevent further such disclosures.

The restrictions herein shall not apply with respect to Confidential Information which:

Is or becomes known to the general public without breach of this Agreement; or

Was previously known to the Recipient or was possessed by it without restriction prior to any disclosure hereunder; or

Is or has been lawfully disclosed to Recipient by a third party without an obligation of confidentiality; or

Is disclosed pursuant to judicial action or government regulations.

Recipient shall not disclose any Confidential Information furnished hereunder in any manner contrary to the laws and regulations of the United States of America, or any agency thereof, including but not limited to Export Administration Regulations of the U.S. Department of Commerce and U.S. Department of State. This obligation shall survive any termination or expiration of this Agreement, and shall be independent of any other obligations, any limitations thereon, and any exceptions thereto, which may be stated elsewhere in this Agreement.

9. **Notice.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the other party at the following address or such other address as may be given in writing to the other party:

a. ARC:

Bernard Coxton, Director
Homeland Security and Emergency Preparedness
Atlanta Regional Commission
International Tower
229 Peachtree Street NE Suite 100
Atlanta, GA 30303
Office: 404-734-4296
bcoxon@atlantaregional.org

b. Recipient:

Matthew Kallmyer, Director
Atlanta-Fulton Emergency Mgmt Agency
130 Peachtree Street SW, Ste G517
Atlanta, GA 30303
Office: 404-612-5660
matthew.kallmyer@afcema.com

Notices are effective upon receipt by a party.

10. Termination:

a. **Convenience:** This Agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this Agreement must give written notice of its intention to do so to the other party at least ninety (90) days prior to the effective date of cancellation or termination.


b. **Non-Availability of Funding:** Notwithstanding any other provision of this Agreement, in the event that the source of funding for reimbursement under this Agreement (appropriations from the Congress of the United States of America) no longer exists or in the event the sum of all obligations of ARC incurred under this and all other agreements entered into for this program exceeds the balance of such funding, then this Agreement shall immediately terminate without further obligation of ARC as of that moment. The certification by the Director of GEMA of the occurrence of such event shall be conclusive.

11. **Amendment:** This Agreement shall only be amended, modified or changed by writing, executed by authorized representatives of the parties, with the same formality as this Agreement was executed.
12. **Assignment.** Neither party shall assign this Agreement without the prior written consent of the other party hereto. Each party binds itself, its successors, and permitted assigns to all covenants, agreements and obligations contained herein.
13. **Legal Responsibility.** Each party to this Agreement will bear the risk of its own actions. To the extent permitted by law, each party will be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions and the actions of its officials, employees, or agents in carrying out the terms and conditions of this Agreement.
14. **Disputes.** Any claim, controversy or dispute which cannot be resolved by the parties, related directly or indirectly to this Agreement, shall be resolved by a court of competent jurisdiction. Each party agrees in good faith to participate in a mediation process if requested by the other party with all costs of mediation to be borne equally between the parties.
15. **No Third Party Beneficiary.** Nothing herein expressed or implied is intended to confer on any person, other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.
16. **Mutual Negotiations.** The parties hereto have negotiated this Agreement with assistance of legal counsel and, therefore, its terms shall be enforced equally between the parties and there shall be no construction more favorable to either party.
17. **No Waiver.** Either party's failure to insist on strict performance of any term or condition of this Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

18. **Entire Agreement.** The parties acknowledge that they have not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement, including all Exhibits and Attachments, contains the entire agreement of the parties with respect to its subject matter and supersedes all existing agreements and all oral, written or other communications between them concerning its subject matter.
19. **Effective Date.** The parties acknowledge that if each has received benefit from the other during any period in which no active agreement existed, then all actions and payments made during any such period are hereby ratified by both parties.
20. **Time of the Essence.** Recipient acknowledges that time is of the essence for its obligations under this Agreement.
21. **Severability.** Any provision of this Agreement decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Agreement.
22. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state of Georgia.
23. **Force Majeure.** If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.
24. **Paragraph Headings.** The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.
25. **Counterparts.** This agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.
26. **Authority to Execute This Agreement.** Each individual executing this Agreement on behalf of a party represents and warrants that he or she is duly authorized to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ARC

By:  Date: 3/27/23
Title: Director, Bernard Coxton, Homeland Security and Emergency Preparedness Department

By: _____ Date: _____
Title: Executive Director, Anna Roach

By: _____ Date: _____
Title: Chairman, W. Kerry Armstrong

Fulton County

By: _____ Date: _____
Title: Chairman, Robb Pitts, Fulton County Board of Commissioners

By: _____ Date: _____
Title: Attorney, Fulton County, Y. Soo Jo

By: _____ Date: _____
Title: Clerk, Tonya R. Grier, Fulton County Commissioner

Approved as to Substance


By:  Date: 3/28/23
Title: Director, Matthew Kallmyer, Atlanta-Fulton County Emergency Management Agency

Exhibit C

NIMS Compliance Form

This NIMS Compliance Form **MUST** be completed by each agency requesting or benefiting from funding.

In federal Fiscal Year 2008, state agencies, tribes, and local governments are considered to be in full NIMSD compliance if they have adopted and/or implemented the FY 2007 compliance activities as determined by the National Incident Management System Capability Assessment Support Tool (NIMSCAST) or other accepted means. This document describes the actions that jurisdictions must have taken by September 30, 2008 to be compliant with NIMS. Homeland Security Presidential Directive 5 (HSPD-5), Management of Domestic Incidents, requires all federal departments and agencies to adopt and implement the NIMS, and requires state and local jurisdictions to implement the NIMS to receive federal preparedness funding. Please check the box next to each action that your organization has completed. For those actions not completed please provide a one-page summary of the plan to complete these actions and fully implement NIMS. Additional NIMS guidance can be found at: www.fema.gov/nims

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|---|--|
| <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Community Adoption: Adopt NIMS at the community level for all government departments and/or agencies; as well as promote and encourage NIMS adoption by associations, utilities, non-governmental organizations (NGOs), and private sector incident management and response organizations. <input checked="" type="checkbox"/> Incident Command System (ICS): Manage all emergency incidents and preplanned (recurring/special) events in accordance with ICS organizational structures, doctrine, and procedures, as defined in NIMS. ICS implementation must include the consistent application of Incident Action Planning and Common Communications Plans. <input checked="" type="checkbox"/> Public Information System: Implement processes, procedures, and/or plans to communicate timely, accurate information to the public during an incident through a Joint Information System and Joint Information Center. <input checked="" type="checkbox"/> Preparedness/Planning: Establish the community's NIMS baseline against the FY 2005 and FY 2006 implementation requirements. (NIMSCAST and/or Implementation Plan) <input checked="" type="checkbox"/> Develop and implement a system to coordinate all federal preparedness funding to implement the NIMS across the community. <input checked="" type="checkbox"/> Revise and update local government emergency operations plans (EOPs), standard operating procedures (SOPs), and standard operating guidelines (SOGs) to incorporate NIMS and National Response Framework (NRF) components, principles and policies, to include planning, training, response, exercises, equipment, evaluation, and corrective actions. | <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Participate in and promote intrastate and interagency mutual aid agreements, to include agreements with the private sector and non-governmental organizations (NGO). <input checked="" type="checkbox"/> Implementation plan exists at agency level that identifies personnel to complete the below listed NIMS training requirements. <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Complete IS-700 NIMS: An Introduction <input checked="" type="checkbox"/> Complete IS-800 NRP: An Introduction <input checked="" type="checkbox"/> Complete ICS 100 and ICS 200 Training <input checked="" type="checkbox"/> Complete ICS 300 Training <input checked="" type="checkbox"/> Incorporate NIMS/ICS into all tribal, local, and regional training and exercises. <input checked="" type="checkbox"/> Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and multiple jurisdictions. <input checked="" type="checkbox"/> Incorporate corrective actions into preparedness and response plans and procedures. <input checked="" type="checkbox"/> Inventory community response assets to conform to homeland security resource typing standards. <input checked="" type="checkbox"/> To the extent permissible by law, ensure that relevant national standards and guidance to achieve equipment, communication, and data interoperability are incorporated into tribal and local acquisition programs. <input checked="" type="checkbox"/> Apply standardized and consistent terminology, including the establishment of plain English communications standards across public safety sector. <input checked="" type="checkbox"/> Inventory response assets to conform to NIMS National Resource Typing Definitions, as defined by FEMA's Incident Management Systems Integration Division. |
|---|--|

Authorized
Signature: _____

Date: 3/28/23

Agency: Atlanta Fulton County Emergency Management Agency

Exhibit D Citizen Corps Equipment Detail GY2020

AFCEMA CITIZEN CORPS PROJECT DETAILS GY2020					
			MOU NUMBER: UASI0075	GAN NUMBER: EMW-2020-SS-00089	
APPLICANT (AGENCY/DEPARTMENT) Atlanta Fulton County Emergency Management Agency (AFCEMA)			COUNTY Fulton		
Contact at Agency: Cat Hofmann			Phone Number: 404-867-5267		email: cat.hofmann@afcema.com
What type of project is this? Building New Capacity Sustaining Existing Capacity X					
Program Number: 1. CERT, 2. Fire Corps, 3. Medical Reserve Corps (MRC), 4. Neighborhood Watch (NW), 5. Volunteers in Police Service (VIPS)					
CONTINUED					
PROGRAM NUMBER	AEL REFERENCE NUMBER	ITEM	QUANTITY	COST EACH	TOTAL COST
1,2	21GN-00CEQ	Bullseye Digital Fire Training System	1	\$ 16,647.00	\$ 16,647.00
Sub-Total: \$					16,647.00

ALPHARETTA CITIZEN CORPS PROJECT DETAILS GY2020					
			MOU NUMBER: UAS10075	GAN NUMBER: EMW-2020-SS-00089	
APPLICANT (AGENCY/DEPARTMENT) Alpharetta Public Safety		COUNTY Fulton			
Contact at Agency: Andy Wheeler		Phone Number: 678-436-6300		email: awheeler@alpharetta.ga.us	
What type of project is this? Building New Capacity Sustaining Existing Capacity X					
Program Number: 1. CERT, 2. Fire Corps, 3. Medical Reserve Corps (MRC), 4. Neighborhood Watch (NW), 5. Volunteers in Police Service (VIPS)					

PROGRAM NUMBER	AEL REFERENCE NUMBER	ITEM	QUANTITY	COST EACH	TOTAL COST
1	04MD-02PROJ	Epson Projector	1	\$ 629.99	\$ 629.99
1	09TR-01-MKIT	Multiple Casualty SIM.KIT	1	\$ 448.99	\$ 448.99
2	21-GN-00-CCEQ	Rolling Tool Box	1	\$ 139.00	\$ 139.00
2	21-GN-00-CCEQ	M18 Canyon Power Pack	1	\$ 699.00	\$ 699.00
2	21-GN-00-CCEQ	Battery Charger	1	\$ 128.99	\$ 128.99
2	21-GN-00-CCEQ	M18 Battery	6	\$ 221.97	\$ 1,331.82
1	21-GN-00-CCEQ	Cert Table Cover	2	\$ 189.00	\$ 378.00
1	21-GN-00-CCEQ	Sticker, National, CERT Logo	100	\$ 1.26	\$ 126.00
1	09MS-04-TNQT	ASA Toumiquet 10pack	1	\$ 64.49	\$ 64.49
1	21GB-00-TRNG	Curaplex Stop the bleed basic kit	1	\$ 68.99	\$ 68.99
1	21GN-00-CCEQ	Deluxe CERT backpack	5	\$ 36.99	\$ 184.95
Sub-Total: \$					4,200.22

Exhibit D Citizen Corps Equipment Detail GY2020 - continued

CHATTAHOOCHEE HILLS CITIZEN CORPS PROJECT DETAILS GY2020					
APPLICANT (AGENCY/DEPARTMENT) Chatahoochee Hills			MOU NUMBER: UASI0075	GAN NUMBER: EMW-2020-SS-00089	
COUNTY Fulton					
Contact at Agency: Greg Brett			Phone Number: 770-463-1592	email: greg.brett@chatthills.ga.us	
What type of project is this? Building New Capability Sustaining Existing Capability X					
Program Number: 1. CERT, 2. Fire Corps, 3. Medical Reserve Corps (MRC), 4. Neighborhood Watch (NW), 5. Volunteers in Police Service (VIPS)					
PROJECT SUMMARY					
PROGRAM NUMBER	AEL REFERENCE NUMBER	ITEM	QUANTITY	COST EACH	TOTAL COST
1	21-GN-00-CCEQ	DeL Latitude 5421	1	\$ 1,123.18	\$ 1,123.18
1	21-GN-00-CCEQ	Epson PowerLite 119W #LCD projector	1	\$ 638.48	\$ 638.48
1	21-GN-00-CCEQ	CERT Vest NEON	20	\$ 18.00	\$ 360.00
1	21-GN-00-CCEQ	Targus CityLite Laptop Briefcase	1	\$ 40.29	\$ 40.29
1,2	21-GN-00-CCEQ	White 3 ring binders	15	\$ 7.99	\$ 119.85
				Sub-Total: \$	2,281.80

MILTON CITIZEN CORPS PROJECT DETAILS GY2020					
APPLICANT (AGENCY/DEPARTMENT) Milton			MOU NUMBER: UASI0075	GAN NUMBER: EMW-2020-SS-00089	
COUNTY Fulton					
Contact at Agency: Matt Marletta			Phone Number: 678-242-2541	email: matthew.marletta@miltonga.gov	
What type of project is this? Building New Capability Sustaining Existing Capability X					
Program Number: 1. CERT, 2. Fire Corps, 3. Medical Reserve Corps (MRC), 4. Neighborhood Watch (NW), 5. Volunteers in Police Service (VIPS)					
CONTINUED					
PROGRAM NUMBER	AEL REFERENCE NUMBER	ITEM	QUANTITY	COST EACH	TOTAL COST
2	21-GN-00-CCEQ	High Viz Orange Hard Hats	10	\$ 13.99	\$ 139.90
2	21-GN-00-CCEQ	Medium Leather Gloves	10	\$ 43.99	\$ 439.90
2	21-GN-00-CCEQ	X-L Leather Gloves	10	\$ 44.00	\$ 440.00
2	21-GN-00-CCEQ	Safety Glasses	40	\$ 12.99	\$ 519.60
2	21-GN-00-CCEQ	Traffic Cones	20	\$ 83.00	\$ 1,660.00
2	21-GN-00-CCEQ	Flashlight	5	\$ 121.00	\$ 605.00
2	21-GN-00-CCEQ	Chainsaw Chaps	5	\$ 70.00	\$ 350.00
2	21-GN-00-CCEQ	Chainsaw Helmets w Mask	5	\$ 50.00	\$ 250.00
2	21-GN-00-CCEQ	Hearing Protection	10	\$ 22.00	\$ 220.00
2	21-GN-00-CCEQ	Reflective Red "Fire" Safety Vests	25	\$ 41.00	\$ 1,025.00
2	21-GN-00-CCEQ	Fire Wipes (Boxes)	15	\$ 50.00	\$ 750.00
2	21-GN-00-CCEQ	Rubber Over Boots (asst sizes)	10	\$ 29.00	\$ 290.00
2	21-GN-00-CCEQ	Folding Scene Sign	3	\$ 350.00	\$ 1,050.00
				Sub-Total: \$	7,739.40

Exhibit D Citizen Corps Equipment Detail GY2020 – continued

FULTON COUNTY BOARD OF HEALTH CITIZEN CORPS PROJECT DETAILS GY2020					
			MOU NUMBER: UASI0075	GAN NUMBER: EMW-2020-SS-00089	
APPLICANT (AGENCY/DEPARTMENT) Fulton County Board of Health			COUNTY Fulton		
Contact at Agency: Donald Porter			Phone Number: 404-357-6148		email: donald.proter1@dph.ga.gov
X					
What type of project is this? Building New Capability Sustaining Existing Capability					
Program Number: 1. CERT, 2. Fire Corps, 3. Medical Reserve Corps (MRC), 4. Neighborhood Watch (NW), 5. Volunteers in Police Service (VIPS)					
CONFIRMED					
PROGRAM NUMBER	AEL REFERENCE NUMBER	ITEM	QUANTITY	COST EACH	TOTAL COST
3	21-GN-00-CCEQ	MRC safety vest, neon MRC	45	\$ 18.00	\$ 810.00
3	21-GN-00-CCEQ	MRC safety vest, blue MRC	45	\$ 18.00	\$ 810.00
3	21-GN-00-CCEQ	BYOD Meeting Kit for Small and Huddle Rooms	2	\$ 600.00	\$ 1,200.00
Sub-Total: \$					2,820.00
GY2020 CITIZEN CORPS GRAND TOTAL:					\$33,688.42

Exhibit D WebEOC Product and Services GY2020

ATLANTA FULTON COUNTY EMERGENCY MANAGEMENT AGENCY				
APPLICANT (AGENCY/DEPARTMENT): AFCEMA		Jurisdiction: Fulton		
Contact at Agency: Matthew Kallmyer		Phone Number: 770-499-4567	Email: matthew.kallmyer@afcema.com	
WebEOC Services		MOU NUMBER: UASI0075		
Grant Year 2020			GAN NUMBER: EMW-2020-SS-00089	
Project Type: Sustaining Existing Capabilities				
COST ESTIMATE				
	EQUIPMENT DESCRIPTION	QUANTITY	ESTIMATED COST (\$)	ESTIMATED TOTAL COST (\$)
GY2020	WebEOC Term Comprehensive Module Care Plan Maint(6/1/23-5/31/24)	1	\$ 10,791.00	\$ 10,791.00
	Term-WebEOC Enterprise Maintenance (5 Admin, 10 Sub-Admin, 750 users (6/1/23-5/31/24)	1	\$ 39,567.00	\$ 39,567.00
	Juware Exchange for WebEOC Enterprise (6/1/23-5/31/24)	1	\$ 21,225.00	\$ 21,225.00
	WebEOC Alerts & Web EOC Design Studio Pro (6/1/23-5/31/24)	1	\$ 9,000.00	\$ 9,000.00
	WebEOC Design Studio Pro-Additional Users (6/1/23-5/31/24)	4	\$ 900.00	\$ 3,600.00
GY2020 WebEOC GRAND TOTAL:			\$84,183.00	

Exhibit D Citizen Corps Equipment Detail GY2021

AFCEMA CITIZEN CORPS PROJECT DETAILS GY2021					
			MOU NUMBER: UASI0075	CAN NUMBER: EMW-2021-SS-0080	
APPLICANT (AGENCY/DEPARTMENT) Atlanta Fulton County Emergency Management Agency (AFCEMA)		COUNTY Fulton			
Contact at Agency: Cat Hofmann		Phone Number: 404-867-5267		email: cat.hofmann@afcema.com	
What type of project is this? Building New Capacity Sustaining Existing Capacity X					
Program Number: 1. CERT, 2. Fire Corps, 3. Medical Reserve Corps (MRC), 4. Neighborhood Watch (NW), 5. Volunteers in Police Service (VIPS)					
CONTINUED					
PROGRAM NUMBER	AEL REFERENCE NUMBER	ITEM	QUANTITY	COST EACH	TOTAL COST
1,2	21GN-00CEQ	Lion ITS Intelligent Training System Extreme Base Pkg	1	\$ 10,460.00	\$ 10,460.00
1,2	21GN-00CEQ	Garmin GPSMAP 66sr (topo mapping, multi-band tech, no inReach)	3	\$ 499.99	\$ 1,499.97
1,2	21GN-00CEQ	Sportneer Military Lensatic Sighting Compass (black) with carry bag	6	\$ 18.99	\$ 113.94
1,2	21GN-00CEQ	Search and Rescue Team Responder Kit (4 person)	2	\$ 789.99	\$ 1,579.98
1,2	21GN-00CEQ	Search and Rescue Team Responder Kit (2 person)	2	\$ 485.00	\$ 970.00
1,2	21GN-00CEQ	TraumaPack (mobile trauma kit) add on	6	\$ 55.99	\$ 335.94
				Sub-Total: \$	14,959.83

ALPHARETTA CITIZEN CORPS PROJECT DETAILS GY2021					
			MOU NUMBER: UASI0075	CAN NUMBER: EMW-2021-SS-0080	
APPLICANT (AGENCY/DEPARTMENT) Alpharetta Public Safety		COUNTY Fulton			
Contact at Agency: Andy Wheeler		Phone Number: 678-436-6300		email: awheeler@alpharetta.ga.us	
What type of project is this? Building New Capability Sustaining Existing Capability X					
Program Number: 1. CERT, 2. Fire Corps, 3. Medical Reserve Corps (MRC), 4. Neighborhood Watch (NW), 5. Volunteers in Police Service (VIPS)					
CONFIRMED					
PROGRAM NUMBER	AEL REFERENCE NUMBER	ITEM	QUANTITY	COST EACH	TOTAL COST
1	21GN-00CEQ	CERT Kit Pro 3	25	\$ 100.13	\$ 2,503.25
1	21GN-00CEQ	Scotch Thermal Laminator Combo	1	\$ 47.18	\$ 47.18
1	21GN-00CEQ	Scotch Thermal Laminator Pouches	1	\$ 27.99	\$ 27.99
1	21GN-00CEQ	Scotch Thermal Laminating	1	\$ 27.86	\$ 27.86
1	21GN-00CEQ	CERT Feather Flag Kit	1	\$ 168.74	\$ 168.74
1	21GN-00CEQ	Flashlight 9 Led AAA CERT	40	\$ 6.30	\$ 252.00
1	21GN-00CEQ	10x ENFAIN 16 GB USB Flash Drive	4	\$ 26.67	\$ 106.68
2	21GN-00CEQ	M18 Battery	2	\$ 222.00	\$ 444.00
2	21GN-00CEQ	Reciprocating Saw Kit	2	\$ 419.00	\$ 838.00
2	21GN-00CEQ	Sawzall Blades	2	\$ 25.97	\$ 51.94
2	21GN-00CEQ	Ironclad General Utility Work Gloves(L)	10	\$ 12.25	\$ 122.50
2	21GN-00CEQ	Ironclad General Utility Work Gloves(XL)	10	\$ 12.25	\$ 122.50
				Sub-Total: \$	4,712.64

Exhibit D Citizen Corps Equipment Detail GY2021-continued

CHATAHOOCHEE HILLS CITIZEN CORPS PROJECT DETAILS GY2021					
			MOU NUMBER: UASI0075	GAN NUMBER: EMW-2021-SS-0080	
APPLICANT (AGENCY/DEPARTMENT) Chattahoochee Hills		COUNTY Fulton			
Contact at Agency:Greg Brett		Phone Number: 770-463-1592		email: greg.brett@chatthills.ga.us	
What type of project is this? Building New Capability Sustaining Existing Capability X					
Program Number: 1. CERT, 2. Fire Corps, 3. Medical Reserve Corps (MRC), 4. Neighborhood Watch (NW), 5. Volunteers in Police Service (VIPS)					
COSTS/BIDD					
PROGRAM NUMBER	AEL REFERENCE NUMBER	ITEM	QUANTITY	COST EACH	TOTAL COST
2	21-GN-00-CCEQ	Reflective Red "Fire" Safety Vests	20	\$ 41.00	\$ 820.00
1,2	21-GN-00-CCEQ	Firm Grip Gloves 3-pack	8	\$ 17.88	\$ 143.04
1,2	21-GN-00-CCEQ	Husky 500-Lumens Headlamp	20	\$ 11.97	\$ 239.40
1,2	21-GN-00-CCEQ	White 3 ring binders	15	\$ 7.99	\$ 119.85
				Sub-Total: \$	1,322.29

FULTON COUNTY BOARD OF HEALTH CITIZEN CORPS PROJECT DETAILS GY2021					
			MOU NUMBER: UASI0075	GAN NUMBER: EMW-2021-SS-0080	
APPLICANT (AGENCY/DEPARTMENT) Fulton County Board of Health			COUNTY Fulton		
Contact at Agency: Donald Porter			Phone Number: 404-357-6148		email: donald.proter1@dph.ga.gov
What type of project is this? Building New Capability Sustaining Existing Capability X					
Program Number: 1. CERT, 2. Fire Corps, 3. Medical Reserve Corps (MRC), 4. Neighborhood Watch (NW), 5. Volunteers in Police Service (VIPS)					
COST SUMMARY					
PROGRAM NUMBER	AEL REFERENCE NUMBER	ITEM	QUANTITY	COST EACH	TOTAL COST
3	21-GN-00-CCEQ	Disaster Preparedness Backpack Kit-DIB ISAC	10	\$ 73.13	\$ 731.30
3	21-GN-00-CCEQ	Disaster Preparedness Backpack Kit-DIB ISAC	10	\$ 28.11	\$ 281.10
3	21-GN-00-CCEQ	Nursing Home Emergency Kit	8	\$ 48.94	\$ 391.52
3	21-GN-00-CCEQ	Disaster Kit (Propac)	5	\$ 111.83	\$ 559.15
3	21-GN-00-CCEQ	Emergency Go Kit (Standard)	2	\$ 349.00	\$ 698.00
3	21-GN-00-CCEQ	Safety vest, neon MRC	45	\$ 18.00	\$ 810.00
3	21-GN-00-CCEQ	Safety vest, blue MRC	45	\$ 18.00	\$ 810.00
				Sub-Total: \$	4,281.07
GY2021 CITIZEN CORPS					
GRAND TOTAL:					\$25,275.83

**Exhibit D Emergency Management Equipment
GY2021**

ATLANTA FULTON COUNTY EMERGENCY MANAGEMENT AGENCY				
APPLICANT (AGENCY/DEPARTMENT):		AFCEMA		
Jurisdiction:		Fulton		
Contact at Agency: Matthew Kallmyer		Phone Number:	770-499-4567	
Email: matthew.kallmyer@afcema.com				
Emergency Management Equipment		MOU NUMBER: UASI0075		
Grant Year 2021		GAN NUMBER: EMW-2021-SS-00080		
Project Type: Sustaining Existing Capabilities				
COST ESTIMATE				
	EQUIPMENT DESCRIPTION	QUANTITY	ESTIMATED COST (\$)	COST (\$)
GY2021	Compact Rapid Deployable Unit (CRD)	1	\$ 77,995.00	\$ 77,995.00
SUB-TOTAL:				\$77,995.00
GY 2021 EMERGENCY EQUIPMENT GRAND TOTAL:			\$77,995.00	



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0301

Meeting Date: 5/3/2023

Department

Superior Court Clerk

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

The appointment of Che' Alexander as Chief Deputy Clerk spread upon the minutes of the Board of Commissioners.

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

FCC Sec. 2-70

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 Clerk of the Superior Court serving in Fulton County shall be required to appoint, from among the assistants in the office of said clerk, a chief deputy clerk who shall serve at the will and pleasure of the person making the appointment. Upon making said appointment the same shall be spread upon the minutes of the Board of Commissioners for Fulton County. Pursuant to O.C.G.A. §15-6-59 and effective March 2, 2023, Che' Alexander was appointed as Chief Deputy Clerk of Fulton County's Superior Court. As Chief Deputy Clerk, she shall become the Clerk of Superior Court under the conditions of O.C.G.A. § 15-6-53. Che' Alexander further accepts the additional clerk roles currently held by the incumbent Clerk of Superior and Magistrate Courts and shall assume such roles to the

extent provided by law.

Scope of Work:

Community Impact:

Department Recommendation:

Project Implications:

Community Issues/Concerns:

Department Issues/Concerns:

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

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount			\$.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*)

Contract Attached

Choose an item.

Previous Contracts

Choose an item.

Total Contract Value

Agenda Item No.: 23-0301

Meeting Date: 5/3/2023

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:



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0302

Meeting Date: 5/3/2023

Department

District Attorney

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

Request approval of an award without competition - District Attorney, 2021 U.S. Department of Justice's Bureau of Justice Assistance (BJA), BJA Byrne Criminal Justice Innovation Program (BCJI) Grant, Grant Award No. 15PBJA-21-GG-04117-BCJI with Applied Research Services named as a sub-awardee in the Grant in an amount not to exceed \$183,000.00. Effective upon BOC approval through the term of the Grant. 100% grant funded.

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, 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)*

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?

Yes

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

The Fulton County District Attorney recommends approval of the subrecipient contract with Applied Research Services, Inc. Applied Research Services (ARS) is the only research agency in Georgia with full access for research purposes to the Georgia Bureau of Investigations (GBI) Georgia Crime Information Center (GCIC), Georgia Department of Community Supervision, and Georgia

Department of Corrections databases. ARS is the contractual Research Provider for the Georgia Bureau of Investigations. Any research request using GCIC data must be made to the GBI, which upon approving of the request, forwards the data request to ARS for data provision and cleaning. ARS receives regular, updated extracts of the GCIC database from GBI for the contractual research work they provide to the Office of Planning and Budget's Offender Project Committee. The Byrne Criminal Justice Innovation Program (BCJI), Bureau of Justice Assistance (BJS) grants funds to create a cross-sector community collaboration to effectively address violent gang crime issues and advance broad community redevelopment goals. The multi sector community collaboration is comprised of criminal justice agencies, service providers, researchers and community-based organizations to generate neighborhood revitalization and produce sustainable reductions in gang violent crime in targeted hotspots. The cross-sector collaboration will use data driven, place based crime prevention and community redevelopment strategies identified by ARS.

Scope of Work: Through the grant, ARS will research and examine crime data from Georgia Bureau of Investigation, Georgia Crime Information Center, the Atlanta Police Department, and the City of South Fulton Police Department to determine exact crime hotspots, examine crime drivers and recommend evidence-based models for lead to successful investigation and prosecution of leaders of gang enterprises. ARS research will provide high level analysis of crime data to find patterns and trends that will inform the problem-solving activities and crime prevention delivery of policing, investigative, and collaborative efforts with the community to address crime.

Community Impact: Fulton County is facing accelerating rates of violent crime driving by gangs. The Georgia Gang Investigators Association (GGIA) estimates that between 70 and 80 percent of all violent crimes and property crimes are gang-connected. Atlanta police have investigated 70 homicide cases in 2021, a 58% increase over this time last year. The Atlanta Police Department (APD) estimates that there are 3,000 gang members, 149 gangs, and 155 gang subsets in Atlanta. The Federal Bureau of Investigation (FBI) estimates that there are 2 to 4 gang members in Georgia for every 1,000 people (20,000 - 40,000 gang members in Georgia). With a population of 1,063,937, using that formula, Fulton County has an estimated gang population of 2,000 to 4,000.

Department Recommendation: The Department recommends approval

Project Implications: Violent crime will be reduced, suppressed and deterred by focusing on exact hotspots, examining crime drivers and using data and evidence-based models to lead to successful investigation and prosecution of leaders of gang enterprises. Additionally, at risk youth engaged with or at risk of joining the gang enterprise will be provided diversion programming and in-depth wrap around services to the youth and their families. Finally, residents in hotspots will be connected services like trauma informed counseling, utility assistance and programs to find jobs

Community Issues/Concerns: The District Attorney is not aware of any community concerns regarding the sub recipient partner

Department Issues/Concerns: The District Attorney is not aware of any community concerns regarding the sub recipient partner

Contract Modification: This is a new request.

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

Not Applicable

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

Exhibit 1: Award Letter and Grant Narrative

Exhibit 2: Subrecipient Scope of Work

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

Natalie Zellner, JD, Deputy District Attorney of Grants, Programs and Government Affairs, Office of the Fulton County District Attorney, (404) 612-4639

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$183,000.00
TOTAL:	\$183,000.00

Grant Information Summary

Amount Requested:	\$183,000.00	<input type="checkbox"/>	Cash
Match Required:		<input type="checkbox"/>	In-Kind
Start Date:	10/1/2021	<input checked="" type="checkbox"/>	Approval to Award
End Date:	9/30/2024	<input type="checkbox"/>	Apply & Accept
Match Account \$:			

Fiscal Impact / Funding Source

Funding Line 1:

461-480-BG21

Key Contract Terms**Start Date:** Date of BOC
Approval**End Date:** 9/30/2024**Cost Adjustment:****Renewal/Extension Terms:** Due to COVID backlogs, DOJ is annually extending grant ending dates.**Overall Contractor Performance Rating:****Would you select/recommend this vendor again?**

Yes

Report Period Start:
Date of BOC Approval**Report Period End:**
9/30/2024

**2021 U.S. Bureau of Justice Byrne Criminal Justice Innovation Program
Subrecipient Contract between Fulton County
and Applied Research Services, Inc.**

This **SUBRECIPIENT CONTRACT** (“Contract”) is made by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia (“Fulton County”), by and through the Fulton County District Attorney FCDA (“FCDA”), and Applied Research Services, Inc, a Georgia corporation, (hereinafter collectively referred to as the “Parties”).

WHEREAS, The FCDA is the recipient 2021 U.S. Department of Justice’s Bureau of Justice Assistance (BJA) BJA Byrne Criminal Justice Innovation Program (BCJI) Grant, Grant Award No. 15PBJA-21-GG-04117-BCJI, in the amount of \$1,000,000 (the “Grant”); and

WHEREAS, The Grant was awarded to FCDA on October 1, 2021, by the U.S. Department of Justice (DOJ), Bureau of Justice Assistance (BJA) as memorialized in the attached award letter, narrative and budget (see “Schedule 1”); and

WHEREAS, The Grant Period runs from October 1, 2021 through September 30, 2024, and may be extended in one-year increments by the DOJ, BJA; and

WHEREAS, Applied Research Services, Inc. (ARS) was a named sub awardee in the Grant; and

WHEREAS, ARS is the only research agency in Georgia with full access for research purposes to the Georgia Bureau of Investigations, Georgia Crime Information Center, Georgia Department of Community Supervision, and Georgia Department of Corrections databases to render certain services hereinafter described in Schedule 2 which is to be wholly financed by the Grant; and

WHEREAS, Subrecipient desires to render such services in connection with the project as a subrecipient of the Grant in compliance of all obligations required from this designation; and

WHEREAS, the Parties deem it to be in the best interest of both parties to enter this Contract under the terms, obligations and conditions expressed herein; and

WHEREAS, this Agreement was approved by the Fulton County Board of Commissioners on [Insert Board of Commissioners approval date and item number]; and

NOW THEREFORE, in consideration of the mutual benefits to both Parties, it is hereby agreed as follows:

ARTICLE I. PURPOSE AND RELATIONSHIP

1. **Purpose**. This Contract describes the way in which the Parties will use The Grant to develop a strategic plan to reduce crime in targeted distressed neighborhoods facing serious and violent crime, that leverages community knowledge and expertise to build public trust with law enforcement, make neighborhoods safer, create collaborative cross-sector approaches that help advance broader neighborhood development and delivery of services to the community.
2. **Independent Contractor**. The relationship of Subrecipient to Fulton County is that of an

independent contractor and not of an employee/employer. Neither this Contract, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship, and neither Party shall have the right, power, or authority to obligate or bind the other party in any manner whatsoever, without the other party's prior written consent. It is expressly understood that any individual performing services under this Contract on behalf of Subrecipient shall not be deemed to be an employee or independent contractor of Fulton County, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from Fulton County. Subrecipient agrees that it is solely responsible for the reporting and payment of income, social security, and other employment taxes due to the proper taxing authorities with respect to such personnel. This provision shall survive the expiration or termination of this Contract.

ARTICLE II. AWARD AND SCOPE OF SERVICES

1. **Term.** This Agreement becomes effective upon approval by the Board of Commissioners of Fulton County, ("Effective Date") Georgia and will remain in effect until September 30, 2024, or through any approved extensions by the DOJ, BJA.
2. **Award.** The Grant funding in the amount of \$183,000 ("Award Amount") will be provided by Fulton County to Subrecipient to provide services listed in Schedule 2 from the Effective Date to September 30, 2024, or through any approved extensions by the DOJ, BJA.
3. **Disbursement.** Payment shall be contingent on FCDA receipt of an undisputed invoice, and any reports and substantiation materials required by FCDA. All invoices subsequently submitted to verify services rendered are subject to review and approval by the Finance Department-Accounts Payable Division.
4. **Scope of Services.** Subrecipient will provide the services described in Schedule 2 hereto (the "Scope of Services"). Subrecipient shall spend the Award Amount for the purposes described in Scope of Services unless other direct changes are agreed to in writing in advance by Fulton County. In no event will Fulton County be obligated for providing any funding above the total amount of the Award Amount.

ARTICLE III. REPORTING

1. **Maintenance of Records.** Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this Contract in accordance with all applicable federal and state requirements. Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by Fulton County if required by applicable laws, regulations, or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Contract.

Subrecipient must maintain all records, books, papers, and other documents related to its performance of the Scope of Services for a period of five years following the termination of this Contract, the end of the 2021 BCJI Grant or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Contract. Such records shall include the full name of individuals served with the Grant funding and where applicable the date of birth, gender, race, and ethnicity of individual receiving assistance. Subrecipient shall make all records, books, papers, and other documents that relate to this

Contract available at all reasonable times for inspection, review, and audit by the authorized representatives of Fulton County and the federal government, if so requested.

During the term of this Contract, the Parties shall comply with Federal and State laws and regulations regarding confidentiality of participant records and information.

2. **Financial Reports.** Subrecipient will submit a quarterly progress report of assistance provided to citizens from the allotment provided by Fulton County within 10 days of the end of each calendar month during the Term of this Contract. This quarterly report shall include: (i) name and address of individual receiving assistance; (ii) type of assistance provided; and (iii) total amount of each type of assistance provided and personnel and consultants employed. The progress report is a performance measurement tool administered to assist with monitoring the program performance and compliance. Fulton County will provide the performance template and due dates to the Subrecipient, and the Subrecipient shall submit the reports electronically. The Subrecipient shall register and maintain an updated profile with SAM.gov. The County reserves the right to impose additional reporting requirements based on the amount and nature of the award by providing these requirements to the Subrecipient in the County's discretion.
3. **Limitations on Expenditures.** Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Contract. Fulton County shall only reimburse Subrecipient for documented expenditures incurred during the Contract Terms that are: (i) Reasonable and necessary to carry out the Scope of Services; (ii) documented by contracts or other evidence of liability consistent with established Fulton County and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Contract.

Any item of expenditure by Subrecipient under the terms of this Contract which is found by auditors, investigators, and other authorized representatives of Fulton County or the federal government to be improper, unallowable, in violation of federal or state law or the terms of this Contract, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, shall become Subrecipient's liability, to be paid by Subrecipient from funds other than those provided by Fulton County under this Contract or any other agreements between Fulton County, and Subrecipient. This provision shall survive the expiration or termination of this Contract.

4. **Audited Financial Statements.** If Subrecipient expends \$750,000.00 or more in federal awards during a fiscal year, Subrecipient acknowledges that it must comply with federal audit requirements, including the preparation of an audit by an independent certified public accountant. During the term of this Contract, the Parties shall comply with Federal and State laws and regulations regarding confidentiality of participant records and information. If Subrecipient expends less than \$750,000.00 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by Fulton County and the federal government. Subrecipient shall provide Fulton County with a copy of Subrecipient's most recent audited financial statements, federal Single Audit report, if applicable, and management letter within thirty (30) days after execution of this Contract and thereafter within nine (9) months following the end of Subrecipient's most recently ended fiscal year.
5. **Survival.** This Article shall survive the expiration or termination of this Contract.

ARTICLE IV. COOPERATION IN MONITORING AND EVALUATION

1. **Fulton County Responsibilities.** Fulton County shall monitor, evaluate, and provide guidance and direction to Subrecipient in the conduct of the Scope of Services performed under this Contract. Fulton County has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. Fulton County may require Subrecipient to take corrective action if deficiencies are found. Methods to ensure compliance for federal awards made to the Subrecipient may include pre-award audits, monitoring during the contract and post-award audits.
2. **Subrecipient Responsibilities.** Subrecipient shall permit Fulton County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Contract.

Subrecipient shall cooperate fully with any reviews or audits of the activities under this Contract by authorized representatives of Fulton County or the federal government and Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Contract.

ARTICLE V. COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS

1. **Compliance with Prime Award and Subaward.** Subrecipient shall perform all activities funded by this Contract in accordance with this Contract, Schedule 2, and the applicable contract provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Guidance.
2. **Compliance with Applicable Laws.** Subrecipient shall perform all activities funded by this Contract in accordance with all applicable federal, state, and local laws. The term “federal, state and local laws” as used in this Contract shall mean all applicable statutes, rules, regulations, executive orders, directives, or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Term, as well as all such laws which may be enacted or otherwise become effective during the Term. By entering this Contract, Subrecipient represents and warrants that it is not in violation of any, and complies with all, federal laws, and regulations applicable to subawardees of federal funds and maintains all required federal, state, and local licenses, certifications, permits and accreditations, including the Uniform Guidance found in 2 C.F.R. 200.

ARTICLE VI. TERMINATION

1. Any Party may terminate this Contract by giving thirty (30) calendar days written notice to the other Party and such termination shall be effective upon the 30th day. Notice of termination shall be given to the appropriate Party at the address shown in Article VII of this Contract.

2. Anything contained herein to the contrary notwithstanding, either party may terminate this agreement effective immediately prior to the expiration of the term, where a material breach has occurred, and the offending party fails to cure said breach within the time allotted
3. Upon expiration of the term of this Contract or termination of the Contract, the Parties shall agree upon any outstanding present and future obligations and performance commitments to one another and shall arrange for a proper accounting and work plan for all such obligations.

ARTICLE VII. NOTICES

For purposes of this Contract, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

To Fulton County:

Fulton County District Attorney
136 Pryor St SW 3rd Fl
Atlanta, GA 30303

Copy to:

Office of the County Manager
141 Pryor Street, Suite 10062
Atlanta, Georgia 30303

Office of the County Attorney
141 Pryor Street, Suite 4038
Atlanta, Georgia 30303

To Subrecipient:

See Notice Address in Schedule 1.

ARTICLE VIII. GENERAL PROVISIONS

1. If any part of this Contract is found to be invalid or unenforceable, or is otherwise stricken, the rest of this Contract shall remain in full force and effect.
2. This Contract constitutes the entire agreement between the Parties. It supersedes any prior oral understandings between them with respect to the matters addressed herein.
3. This Contract may be modified only by written agreement of the Parties, with such modification being subject to approval by the governing bodies of the Parties.
4. Waiver of any term or condition of this Contract shall be effective only if in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this Contract. Nothing herein shall constitute or be considered a limitation upon or waiver of the Parties' rights under applicable law.
5. This Contract shall inure to the benefits of and be binding upon the Parties hereto, their successors and assigns. This Contract is not intended to create any rights interest, or benefits

in third parties.

6. This Contract shall be governed by the laws of the State of Georgia.
7. This Contract may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.
8. This Contract is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third-Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Contract.

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Schedule 1

Award Letter and Grant Narrative

Schedule 2

Name of Subrecipient: Applied Research Services, Inc.

Subrecipient's UIE Number: EMMESC255868

Subrecipient's IEN Number: 58-2215111

Notice Address:

1050 Crown Pointe Parkway
Suite 500
Atlanta GA 30338

Award Amount: \$183,000.00

Description of Scope of Work:

ARS will research and examine crime data from Georgia Bureau of Investigation, Georgia Crime Information Center, the Atlanta Police Department, and the City of South Fulton Police Department to determine exact crime hotspots, examine crime drivers and recommend evidence-based models for lead to successful investigation and prosecution of leaders of gang enterprises. ARS research will provide high level analysis of crime data to find patterns and trends that will inform the problem-solving activities and crime prevention delivery of policing, investigative, and collaborative efforts with the community to address crime.

IN WITNESS WHEREOF, the Parties have set their hands and affixed their seals this, the

____ day of _____, 20____.

FULTON COUNTY, GEORGIA

**SUBRECIPIENT: Applied Research
Services, Inc.**

Approved:

Approved:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Signatory:
Title:

Attest:

Tonya R. Grier
Clerk to the Commission

Approved as to Content:

Natalie Zellner, Director
Fulton County District Attorney,

Approved as to Form:
Office of the County Attorney

Please select RCS or RM from the checkbox

ITEM#: _____ RCS: __
RECESS MEETING

ITEM#: _____ RM: _____
REGULAR MEETING

Award Letter

December 7, 2021

Dear Sharon Whitmore,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by FULTON, COUNTY OF for an award under the funding opportunity entitled 2021 BJA FY 21 Byrne Criminal Justice Innovation Program (BCJI). The approved award amount is \$1,000,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Amy Solomon
Principal Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

The Byrne Criminal Justice Innovation (BCJI) Program will target hotspots of crime where a significant proportion of crime occurs as compared to the overall jurisdiction. BCJI furthers the Department's mission by leading efforts to enhance the capacity of local and tribal communities to effectively target and address significant crime issues through collaborative cross-sector approaches that help advance

broader neighborhood development goals. Awards under this program will focus on funding Planning and Implementation efforts.

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

(1) New construction.

(2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.

(3) A renovation that will change the basic prior use of a facility or significantly change its size.

(4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.

(5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2021 BJA FY 21 Byrne Criminal Justice Innovation Program (BCJI)

Application Number

GRANT13367648

Awarding Agency

OJP

Program Office

BJA

Grant Manager Name

Linda Hill-Franklin

Phone Number

202-514-0712

E-mail Address

Linda.Hill-Franklin@ojp.usdoj.gov

Project Title

Byrne Criminal Justice Hot-spots and community engagement

Performance Period Start Date

10/01/2021

Performance Period End Date

09/30/2024

Budget Period Start Date

10/01/2021

Budget Period End Date

09/30/2024

Project Description

The Fulton County Government, located in Georgia, submits this grant application, for \$ 1 million to create a cross-sector community collaboration to effectively address violent crime issues and advance broader community redevelopment goals. The Fulton County District Attorney's Office (FCDAO) is partnering with the Fulton County Sheriff's Office (FCSO), the Credible Messenger Program (CMP) of the United States Attorney's Office (USAO), Siloam Church International (SCI) and the Friends of Collier Heights Park (FCHP) in the effort.

Fulton is largest and its largest city, Atlanta, is the capital of Georgia. Fulton County is facing a violent crime wave. Atlanta police have investigated 70 homicide cases in 2021, a 58% increase over this time last year. The driver of the violent crime are gangs taking over apartment complexes to run their criminal enterprise.

Fulton County Community Coalition is focusing on two neighborhoods where the gangs are prominent in the apartment complexes: Fairburn Mays in the City of Atlanta and Red Oak in the City of South Fulton.

Fairburn Mays is fenced in by Interstate I-285 on the East, Fulton Industrial Highway on the Western, MLK Drive to the North and by Benjamin Mays Drive to the South. The neighborhood sits entirely within the 30331-zip code and has a population of about 1481.

Red Oak Red Oak is bordered by I-285 to the East, Fulton Parkway/Welcome All Road to the West, Roosevelt Highway and the CSX Railroad to the South and Will Lee Road to the North. The bulk of the area sits in the 30349-zip code with the I-285 section located in 30337. The population is 2356.

The project has a Letter of Interest from the United States Attorney's Office and will be coordinating with the USAO's PSN Credible Messenger Program to deliver programs in the target neighborhood.

The Fulton County Coalition will work with Applied Research Services to determine exact crime hotspots, examine crime drivers and use data and evidence based models to lead to successful investigation and prosecution of leaders of gang enterprises.

The objectives of the project are to create and strengthen cross sector partnerships, building trust between law enforcement and residents that reduce violent crime and employ neighborhood revitalization strategies.

The FCDAO will hire an experienced project coordinator.

The FCDAO will leverage a \$500,000 OJJP Comprehensive Anti-Gang Programs for Youth Grant services to provide in depth, wrap arounds services to at risk youth in hotspots

I have read and understand the information presented in this section of the Federal Award Instrument.

GRANT NARRATIVE

The Fulton County Government submits this grant application, “Byrne Criminal Justice Innovation Program (BCJI), to the Bureau of Justice Assistance to create a cross-sector community collaboration to effectively address violent crime issues and advance broad community redevelopment goals. The Fulton County District Attorney’s Office (FCDAO) is partnering with the Fulton County Sheriff’s Office (FCSO), the Credible Messenger Program (CMP) of the United States Attorney’s Office (USAO), Siloam Church International (SCI) and the Friends of Collier Heights Park (FCHP) to create a multi sector collaboration of the criminal justice agencies, service providers, researchers and community-based organizations to generate neighborhood revitalization and produce sustainable reductions in violent crime in targeted hotspots. The cross-sector collaboration will use data driven, place based crime prevention and community redevelopment strategies that involves residents in identifying the problems and creating the solutions. To that end, Fulton County respectfully request \$1,000,000 in grant funding across three years.

A Description of the Issues

Fulton County is 534 square miles, with 15 municipalities and 81 Census Tracts with a poverty rate of 20% or greater . Fulton is largest county in the state of Georgia with a population of more than a million residents (1,075,472) and its largest city, Atlanta, is the capital of Georgia, where homicides are historically high and continue to increase. Countywide the population is approximately 45.5% White, 44.5% Black, 7.6% Asian, 2.2% two or more races, and 7.2% Hispanic/Latino. Atlanta, the capital of Georgia, is the largest judicial circuit in the state and is the largest city in Fulton County where homicides continue to increase.

Fulton County is facing accelerating rates of violent crime driving by gangs. The Georgia Gang Investigators Association (GGIA) estimates that between 70 and 80 percent of all violent crimes and property crimes are gang-connected. Atlanta police have investigated 70 homicide cases in 2021, a 58% increase over this time last year. This crime wave follows a historically deadly 2020 when authorities investigated 157 homicide cases — the most in more than two decades. The homicide rate in Fulton County is also on track to break the 2020 record. Reporting from the Fulton County Medical Examiner reveals that the current homicide rate for Fulton County is up 68% since 2018. In a sampling of 112 homicide cases in the Major Case Unit, at least 30 are linked to gang violence. The Major Case Division has another 179 unindicated homicide cases which the FCDAO expects to find similar or higher percentage of gang connection.

Complicating this crime wave is Metro Atlanta’s mistrust of the police which has roots in the 1906 race riot, killing as many as forty African Americans in the mob violence. The historic mistrust was heightened on June 12, 2020, when Rayshard Brooks was shot in the back by two white Atlanta police officers as he ran away from the police. As a result, the Atlanta Police Chief resigned and the officers are awaiting trial but tensions between the police and the community remain.

Estimating the gang membership in Fulton County is difficult to due to varying reporting methods by the agencies. The Atlanta Police Department (APD) estimates that there are 3,000 gang members, 149 gangs, and 155 gang subsets in Atlanta. The Federal Bureau of Investigation (FBI) estimates that there

are 2 to 4 gang members in Georgia for every 1,000 people (20,000 - 40,000 gang members in Georgia). With a population of 1,063,937, using that formula, Fulton County has an estimated gang population of 2,000 to 4,000.

In examining Fulton County violent crime data, the Multi-Agency Criminal Enterprise Task Force (MACE) in the FCSO, APD and the City of South Fulton Police Department (CSFPD) honed in on two communities that have sustained violent crime, known gang involvement and community revitalization challenges: Fairburn Mays in the City of Atlanta and Red Oak in the City of South Fulton.

Both Fairburn Mays and Red Oak were typical 1950's developments in southwest metro Atlanta. However in response to the 1960's civil rights and desegregation laws, white families in both communities chose to move rather than integrate. Over the 1960's and 1970's, roughly 160,000 whites left the city of Atlanta. "White flight" drained the areas of a middle-class tax base and business tax revenue, creating a dearth of funds for community investment over the next 50 years. An additional challenge these communities face was the creation of I-285 and Fulton Industrial Blvd and Freeway which cut through the neighborhoods, isolating them from the broader community. Studies have shown that highway systems were highly detrimental to city communities, creating physical divides, psychological rifts, property devaluation, population loss and a substantial source of noise and air pollution.

Fairburn Mays is fenced in between Interstate I-285 on the East, Fulton Industrial Highway on the Western, MLK Drive to the North and by Benjamin Mays Drive to the South. The neighborhood sits entirely within the 30331-zip code and Fairburn Road runs through the center of the community. Most of Fairburn Mays is located in census tract 78.08 where 71% of the population live in poverty compared to 24% in the City of Atlanta. In Fairburn Mays s staggering 96% of the children under 18 living in poverty and around 7-out-of-10 households received SNAP (the Supplemental Nutrition Assistance Program). Thirty-three percent of the housing units n Fairburn Mays are vacant compared to 21% in Atlanta.

Fairburn Mays is also marred with dilapidated homes and buildings, overgrown vacant lots, and uncollected litter, which signals to gangs that 'no one cares' what they do in the area . A 2018 analysis of building code enforcement calls revealed that the highest concentration of code enforcement issues in Neighborhood Planning Unit H were in the Fairburn Mays community. At the center of the blight is a building that the FCDAO owns that is sitting empty, gathering shopping carts, gang tags and dumped furniture. Despite these challenges, the community still have many assets which could spur redevelopment. Since Fairburn Mays is located outside of I-285, it is often overlooked for city revitalization projects. Community stakeholders feel a successful grant application will raise the profile of the community and jumpstart its ability to attract capital.

Fairburn Mays has several apartment complexes on Fairburn Road in the heart of the community which are crime hotspots. Comments on a neighborhood website describe one apartment complex as "Afghanistan" with "shoot outs every night." The gang "PLAY FOR KEEPS" (or PKG) is known to operate out of two Fairburn Road apartment complexes. Over the past three years almost 30% of all the crime in Fairburn Mays was violent compared to 13% for the City of Atlanta. A deeper analyses of the violent crime data reveals that homicides comprise 1.2% of the violent crime in Fairburn Mays while homicide was just .44% of the violent crime in the City of Atlanta.

Just 12 miles down Fairburn Road, leaving the City of Atlanta and entering the City of South Fulton. is the second target hotspot—the Red Oak community. Red Oak is bordered by I-285 to the East, Fulton Parkway/Welcome All Road to the West, Roosevelt Highway and the CSX Railroad to the South and Will Lee Road to the North. The bulk of the area sits in the 30349-zip code with the I-285 section located in 30337. Most of Red Oak is located in census tract 113.06. In Red Oak, 20% of the people live in poverty compared to 13% in the City of Fulton. Twenty-seven percent of the households in Red Oak receive SNAP. Red Oak is predominately African American (85%) and 33% of the housing inventory is vacant compared to 25% in the City of South Fulton.

Up until 2017, the community of Red Oak was surrounded by five cities- the Cities of Atlanta, College Park, East Point, Fairburn and Union City. The community did not have a voice of its own to advocate for investment. In 2017, the City of South Fulton was formed by cobbling together communities like Red Oak in unincorporated areas of Fulton County. The Red Oak community has numerous boarded up houses and shuttered small commercial buildings along Roosevelt Highway. In the heart of Red Oak, sits run down baseball fields and basketball courts owned by the City of South Fulton which now serves an illegal dumping ground. The gangs on Delano Road use the fields for initiations and meetings. Despite these challenges, Red Oak has retained important assets which could spur redevelopment. With such a short history and COVID crisis, the new City of South Fulton has not had time to accumulate a reserve to invest in community revitalization. The City and our community partners know a successful grant will springboard their efforts to redevelop the community.

Driving crime in Red Oak is an apartment complex on Delano Road where criminal enterprise fans out along Roosevelt Highway and culminates in an abandoned apartment complex on White City Road. The violence is driven by two gangs, 9Trey Bloods and Bounty Hunter Bloods, which are operating a narcotics-distribution center in an apartment complex. Examining crime data from three years reveals that 0% of all crime in Red Oak is violent compared to 7% in the City of South Fulton. Additionally, 19% of all of the crimes were gun related. Analyzing Red Oak violent crime by years reveals an alarming trend. In 2019 28% of all crime was violent and in 2020 the percentage grew to 32%. A further detailed look at the crime data in Red Oak, reveals that homicide is 2% of all the violent crime while in the rest of the City of South Fulton homicide is 5% of the violent crime.

B. Project Design and Implementation

Using the four pillars (data driven, community orientated, place based and building partnerships) of the grant, the Fulton County community collaboration identified seven SMART objectives. The group realizes that these objectives and strategies are initial ideas and ultimately the final objectives, strategies, measurements and outcomes will be determined by the data analysis, feedback on the evidence based strategies from DOJ technical advisors and ARS, and input from the broader community coalitions.

Goals	Objectives	Strategies and Who Executes	Impact
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Community-Oriented	1. Create lasting cross-sector community coalitions that that engages criminal justice partners, all residents, including overlooked members such as those living in crime ridden apartment complexes by identifying problems, selecting strategies and implementing the solutions		
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	Partner with a local non-profit based in the community that has historical knowledge of the community to lead the outreach, identifying needed neighborhood stakeholders, overlooked		
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communities, businesses, and government agencies- SCU, FOCHP and Project Coordinator Create at least 1 organization in the hotspots that continues the work of the project

Use a variety of meeting and survey tools to engage the community in identify problems and creating the solutions. Increase trust by creating an online and/or in person meeting platform for residents to engage on all issues

Ensure that a variety of criminal justice partners participate in the community coalitions- FCSO, FCDAO,USAO, project coordinator Increase community trust with Law enforcement agencies by 50%

Building Trust And Partnerships 2.To foster trust between law enforcement and residents , create a “community of services” for underserved residents of the apartment complex by connecting them to a wide array of existing services and involving law enforcement when appropriate Hire a Project Coordinator that has a background in Social Services to connect underserved resident in the apartment complexes to community services –FCDAO with input from all partners Build trust through 50% of referred residents completing programs

Law Enforcement participate in services like delivery of food through mobile food pantry and mentoring of youth –Project Coordinator and FCSO Build trust through 50% of referred residents completing programs

3. Engage business community located along the interstate, highways and exits to be a part of the coalition Reach out to Business Government Affairs to make presentation about crime issues and important of their involvement- FCDAO Chief of Government Affairs Build community trust by having at least four large companies become active members of the community coalitions

Data Driven Efforts

Data

Driven Efforts

4. Reduce, suppress and deter violent crime by working with ARS to determine exact Hotspots, by examine crime drivers and use data and evidence based models to lead to successful investigation and prosecution of leaders of gang enterprises

Hire dedicated FCDA gang investigator –FCDAO with input from FCSO

Reduce violent crime by 50% by gathering evidence for successful indictments gang leadership

Hire dedicated Assistant District Attorney-FCDAO Reduce violent crime by 50% by successfully prosecuting gang leadership

Purchase advanced technology to increase investigative and surveillance capacity-FCSO
Reduce violent crime by 50% by using intelligence gathering technology to build stronger cases

Use the USAO's Violent Repeat Offender list for prioritizing-FCSO Reduce violent crime by 50% through prioritizing efforts

5. Deter at risk youth in hotspots engaged with or at risk of joining the gang enterprise by providing diversion programs led by criminal justices partners and in-depth wrap around services to the at risk youth and their families Leverage the FCDA OJJP Comprehensive Anti-Gang Programs for Youth Grant services to prioritize youth in hotspots Reduce crime, and increase public safety by having 50% of referred youth complete programs and 50% of youth do not re-offend

Build on the USAO's PSN credible messenger program in South Fulton to create a program for at risk youth in hotspots- FCDAO OJJP Project coordinator and Bryne Project Coordinator
Reduce crime and increase public safety by having 50% of referred youth complete program

Placed Based Initiatives 6.Revitalize blighted property, focusing on government owned land in hotspots to start a domino of community redevelopment projects efforts Analyze the results of the community surveys to find the top ideas for revitalizing the government properties- Project Coordinator

Increase community trust by 50% by using ideas from community surveys in revitalization proposals

Apply for HUD grants and federal appropriations - FCDAO Grants Team Increase public safety and reduce crime by winning 1 grant, appropriations or other investment in each community

Engage tax credit affordable and mixed income developers about properties -FCDAO Grants Team Increase public safety and reduce crime by winning 1 grant, appropriations or other investment in each community

7. Have apartment complex and property owners (both nuisance and regular) comply with local safety and zoning ordinance incorporate Crime Prevention Through Environmental Design (CPTED)

Utilize the Crime Prevention Through Environmental Design (CPTED) tools in regular clean-up projects- SCI and FCHP Increase public safety by having 2 apt. complexes incorporate DPTED principles

Hire dedicated ADA (same ADA in the first goal above) to spend part of time tracking down owners apartment complexes and nuisance properties to comply with local ordinances, improve safety and use CPTED principles -FCDAO Increase public safety by having 50% of nuisance property owners come into compliance

The first objective is to create two cross-sector community coalitions. While the Red Oak and Fairburn Mays have similarities, the 12 mile separation and location in separate cities will require two separate community coalitions. A critical strategy to achieve this objective is to find and engage a local non-profit based in each community that has to lead the outreach, identifying needed neighborhood stakeholders, overlooked communities, businesses, and government agencies. Each coalition will engage the single family homeowners and renters, the owners and residents of the apartment complexes, owners and resident senior communities, the elementary, middle and high school leadership, small and large businesses, nonprofits located in the area or that provide services in or near the area, faith organizations, elected officials, zoning officers, and criminal justice partners. These coalitions will meet monthly with a variety of options (online and in person) to identify issues and create solutions around gang and violent crime, service gaps for the community, relationships with law enforcement and addressing nuisance property owners.

While the community members of the coalition will vary, the criminal justice partners will remain consistent. The law enforcement team will have representatives from the FCSO MACE Taskforce which includes City of Atlanta and City of South Fulton law enforcement, the FCDAO, and the USAO Credible Messengers. By having the same criminal justice partner's in both coalitions, innovative ideas and hurdles can be shared among the two community coalitions.

In Fairburn Mays, Atlanta City Councilwoman Andrea Boone initiated contact with the Neighborhood Planning Unit H (NPU-H) President and Friends of Collier Heights Park (FCHP) President, Ms. R.R. Harris. The FCHP have agreed to conduct outreach to build the community coalition and convening the community stakeholders. Ms. Harris believes that this project can serve as a catalyst to bring together smaller organizations form one stronger community group that examines the all of the issues impacting the area.

In Red Oak, Siloam Church International abuts the apartment complex on Delano Road that is the driver of violent crime in the community. The church has been a victim numerous times and has had its members caught in shoot outs in the parking lot. The City of South Fulton City Councilwoman Helen Willis introduced Dr. Jonathon Carter and his wife Dr. Sylvia Carter to the project. They agreed to lead the community outreach and facilitate the monthly meetings. Both the Church leaders and City councilwoman Helen Willis believe this community collaborative could spur civic engagement in areas that have been isolated by the freeways.

To address the second objective of fostering trust between law enforcement partners and residents, both SCI and FCHP felt it was essential to engage the residents of the apartment buildings where the violent crime and gangs dominate. Because gangs operate by controlling geographic territory wherein they can openly commit crime, they exert power over community members to dissuade them from reporting crime to and cooperating with the police. To overcome this fear and build a relationship with law enforcement, SCI and FCHP felt it was essential to build “community of services” for the residents in the complexes, engaging law enforcement in the process. These residents have been victims and exposed to numerous violent crimes. Both SCI and FCHP want to connect residents and their children to services like trauma informed counseling, utility assistance and programs to find jobs.

The main strategy to achieve the second objective is to hire an experienced organizer with a background in social services who will also serve as the project coordinator. The project coordinator will immediately begin to identify resources to assist members of the apartment complexes and connect those services to the residents, incorporating law enforcement members when appropriate. Both, SCI and FCHP identified food insecurity as a major issue for residents in the complexes. The volunteers with the mobile food pantries too scared to enter the complexes. Having law enforcement assist with delivering the food would build an important bridge of trust for the residents with food insecurity in the complex.

The third objective is to engage the businesses located on the highways and freeways that surround these communities. There are large and midsized corporations like Home Depot, CSX, and Manheim Cars) and Chick Fil A that have offices on these freeways that border the communities and are impacted by the violent crime as well. The strategy identified is to have the FCDAO Director of Government Affairs reach out to the public affairs divisions of these companies to explain the collaboration, the issues and the need for engagement to find solutions.

The fourth objective of the project is to reduce, suppress and deter violent crime by working with ARS to determine exact hotspots, examine crime drivers and use data and evidence based models to lead to successful investigation and prosecution of leaders of gang enterprises. High level analysis of crime data can find patterns and trends that will inform problem solving activities and tactics.

Several strategies have been identified to meet this objective. The first is to hire a trained gang investigator dedicated to implementing the recommended suppression and deterrence methods. Gang investigators have been specially trained to develop knowledge on gangs and how they operate. This dedicated investigator will assist with monitoring the activity of gang leaders, collect information and analyze the data collected. The second strategy is to purchase technology to increase intelligence collection and surveillance capabilities. The advanced technology will enable the law enforcement team to build a strong body of evidence needed to for successful state and federal prosecutions. Currently, the law enforcement partner agencies have access to one or two technologies but with very limited

users and high demand. A third strategy is to use Northern District US Attorney's Violent Repeat Offender (VRO) list to prioritize the investigative work. The fourth strategy is to hire a dedicated prosecutor to work with the investigator to build strong body of evidence to bring successful indictments, settlements and trials.

The fifth objective is to deter at risk youth engaged with or at risk of joining the gang enterprise by providing diversion and in-depth wrap around services to the youth and their families. Both SCI and FCHP noted that at-risk youth may work for the gangs to financially support their parents and siblings. Whether by their own choice or forced by the parents, these youth are bringing in needed income for the basics needs. These at-risk youth lack the opportunities and mentorship to help them problem solve. The primary strategy to meet this objective is to focus a \$500,000 the FCDAO Office of Juvenile Justice and Delinquency Prevention (OJJDP) grant toward the youth in these communities. In 2020, the FCDAO received the OJJDP grant to implement gang prevention, intervention, community engagement, and violence interruption strategies based on the OJJDP Comprehensive Gang Model. The FCDAO is partnering with providers to offer a range of services to dissuade youth from joining gangs or help them from reengaging with gang enterprise. The FCDAO would prioritize any youth from the hotpots regardless of whether they are in the Juvenile Court to receive these services. Additionally the partners will focus their programs in the schools and with children in these communities.

The second strategy to meet this objective is to partner with the Credible Messenger program of the USAO to create specific programming for at risk youth in these two communities. The Credible Messengers will facilitate group sessions using a cognitive behavioral intervention and be available for one-on-one support any time. These Credible Messengers will help participants make better and safer decisions, pursue their goals, repair relationships with family and community, and connect to educational, job readiness certification or employment opportunities.

The six objective is to revitalize blighted property in both communities, focusing on government owned land. As mentioned above, the FCDAO owns a building in the heart of the Fairburn Mays community, across the street from gang dominated apartment buildings. The FCHP immediately saw the building as a location for after school programs, a food pantry, counseling, job training, community gardening and exercise paths. In Red Oak, at the end of Delano Road, the City of South Fulton owns abandoned baseball fields and basketball courts. Due to the large size of the property, initial ideas are affordable or mixed income housing communities, city offices such as a local precinct, and/or community gardens with a dog park and walking paths.

A key strategy for this objective is to analyze the results from the community meetings and surveys about redevelopment ideas to show funders the community commitment. The second strategy is to have the FCDAO Grants Department work with the City of Atlanta and the City of South Fulton to apply for U.S. Department of Housing and Urban Development funds (both cities are entitlement zones that have their own allocations) as well as present appropriations request to their congressional members.

The final objective of the collaboration is to have apartment complex and property owners (both nuisance and regular) comply with local safety and zoning ordinances, incorporate Crime Prevention Through Environmental Design (CPTED) principles which provides that the design of buildings, landscaping and outdoor environments can either encourage or discourage crime. The main strategy identified is to hire a dedicated prosecutor (the same ADA as mentioned above) who will also work with the zoning departments in each city to find owners of the apartment buildings and nuisance properties,

engage in dialogue about dealing with crime and code violations and adopting CPTED principles in their property.

C. Capabilities and Competencies

The FCDAO will serve as the program leader who will oversee the coordination of the criminal justice agencies, other government partners and community organizations. The FCDAO has collected letters of Support from Atlanta City Councilwoman Andrea Boone, NPU H President R. R. Harris, City of South Fulton City Councilwoman Helen Willis, Siloam Church International, a letter of Interest from the United States Attorney's Office and a letter of commitment from ARS.

The officers, investigators and prosecutors of both the FCDAO and the FCSO have in depth experience in crime analysis from intelligence, criminal investigative to tactical and strategic as well as the knowledge to developing solutions. Sgt. Kimball Murdock is the head of the FCSO MACE Taskforce and will oversee the interagency law enforcement collaboration. He has over twenty five years of law enforcement experience, specializing in complex crimes and gang prosecution. He served as part of the FBI Atlanta Safe Streets Gang Task Force. He created and leads the FCSO MACE Taskforce and is an Executive Board Member of the Georgia Gang Investigators Association. He will work closely with the dedicated investigator and prosecutor as well as the project coordinator. He will manage the purchase of the intelligence gathering hardware and software.

Cara Convery is Deputy of the Gang Unit at the FCDAO. She has extensive experience representing the State of Georgia in criminal prosecutions, having served as a prosecutor in both the Cobb and Atlanta Judicial Circuits. She has handled hundreds of felony cases from arrest to trial, including high profile murder prosecutions and the prosecution of the leaders of criminal gangs. The gang unit is comprised of five attorneys, three investigators and a paralegal. Both of the dedicated gang investigator and prosecutor will report to Ms. Convery but work side by side with Sgt. Murdock.

The project coordinator will report to the FCDAO Chief of Programs, Michael Cuffee. The project coordinator will lead the day to day activities and work with the partners and stakeholders to develop time lines, coordinate meetings, follow up on actions items, regularly updated the partners, assist with outreach and oversee progress to make sure goals are met on time. The project coordinator is responsible for keeping a master database of information required to track the overall performance. The project coordinator will also work to connect needed services to residents in the crime ridden apartment complexes.

Fulton County has a robust Grants Administration Department (GAD) that oversees all of the federal and state grants that run through Fulton County to sub recipients. Fulton County requires that each sub-recipients have a memorandum of understanding contract with the county and an invoicing agreement; both documents are drafted by the County attorney and sent to the Board of Commissioners for approval. The GAD has finance and compliance divisions that assist with tracking expenditures for sub recipients and ensuring sub recipient's payments have the appropriate invoicing and documentation.

All the project partners welcome the involvement of Applied Research Services, the proposed research partner, and the BJA technical advisors. The partners look forward to learning about innovative ways to engage overlooked residents and businesses, address violent crime through all community avenues and studying other sites around the country with similar issues. Both the FCDAO and the FCSO have worked

with DOJ technical advisors and research partners on current and previous grants, and have shared the positive experience.

As the lead partner, the FCDAO will be responsible for monitoring changes and modifications to strategy and ensuring fiscal accountability. Chief Assistant District Attorney over Grants, Natalie Zellner, will determine whether the suggested modifications meet the overall goals and objectives of the grants. Chief Zellner is an attorney with over 20 years' in non-profit administration, program compliance, and corporate governance.

The FCDAO Grants Manager, Michele Henry, will be responsible for the collating and submitting monthly and quarterly performance data, semiannual progress reports and quarterly financial reports through the Just Grants. Ms. Henry has earned her DOJ Financial Certification.

Both the, FCDAO and the FCSO have in-depth experience in outreach that connects criminal justice issues to the community. Currently, the FCDAO is leading taskforces comprised of government partners, non-profit providers, businesses and community stakeholders to addressing elder abuse, domestic violence, and sexual assault and youth at risk of joining gangs. In addition to the MACE Taskforce, the FCSO leads numerous programs that build bridges between law enforcement and the community-- Helping Youth Prosper and Evolve, the Youth Intervention Program, and the Citizen's Academy. Additionally Sheriff Labat is advocating for police reforms which including training over 1000 deputies in escalation tactics and outfitting all jails staff with body worn cameras. District Attorney Fani Willis is committed to rebuilding the relationship with law enforcement and has hired a Judicial Liaison, Will McCombs, who sole role to communicate with all of the Fulton County law enforcement agencies.

The management of complex mulit-sector taskforces and initiatives involving numerous government agencies, nonprofit partners and businesses has provided the FCDAO with the experience to effectively manage place-based, community-oriented crime and community revitalization strategies and community trust building. A veteran court administrator, FCDAO Chief of Programs Michael Cuffee has led complex community programs that delivery substance abuse and behavioral health services to underserved communities. He has designed numerous successful adult and youth diversion programs. He will be involved with the program and manage the project coordinator.

Based in Atlanta, ARS is a criminal justice research firm specializing in complex research design and analysis. Founded in 1994, ARS employs state-of-the-art analytical, survey, data, and business intelligence tools to deliver decision support. Their clients include law enforcement agencies, state and local courts, secure and community corrections agencies, and various public policy stakeholders. ARS is a multi-disciplinary team of criminologists, psychologists, and research scientists

D. Plan for Collecting the Data Required

The project coordinator will maintain a database of the data for the reporting requirements as well as maintain all documentation and information and will work with coalition partners to gather the data and information. This information will be shared with collaborative partners. Both Michele Henry with the FCDAO and ARS will ensure that the data necessary to

comply with performance measure reporting is collected and submitted each quarter.

Objectives Measure Tools Who Collect

Create lasting cross-sector community coalitions that engage criminal justice partners, all residents, including overlooked members such as those living in crime ridden apartment complexes by identifying problems, selecting strategies and implementing the solutions Conduct variety of survey mechanisms to residents

Number of Community Meetings

Type of Stakeholders in Meetings

Number of Attendees at Meetings Bryne Project Coordinator

To foster trust between law enforcement and residents , create a “community of services” for underserved residents of the apartment complex by connecting them to a wide array of existing services and involving law enforcement in the delivery of the Number of residents referred to services

Number of residents that accept and complete programs (job Training Trauma Counseling, etc.) Bryne Project Coordinator

Engage business community located along the interstate highways to be a part of the coalition.
Number of Outreach Calls, emails and letters to businesses FCDAO Programs

Reduce, suppress and deter violent crime by working with ARS to determine exact Hotspots, by examine crime drivers and use data and evidence based models to lead to successful investigation and prosecution of leaders of gang enterprises Number of Violent Crimes in Apartment Complexes and broader community

Number of indictments that lead to successful dispositions

FCSO Mace Taskforce

FCDAO Investigator and ADA

Deter at risk youth in hotspots engaged with or at risk of joining the gang enterprise by providing diversion programs led by criminal justices partners and in-depth wrap around services to the at risk youth and their families Number of Youth Referred to services

Number of Youth complete programs (GED, Counseling, etc.)

Number of Youth that did not Reoffend

Number of Youth that stay in touch with Credible Messengers Bryne Project

Coordinator

OJJP

Project Coordinator

Revitalize blighted property, focusing on government owned land in hotspots to start a domino of community redevelopment projects efforts Number of grants written and

appropriations requests submitted

Number of proposals submitted to tax credit developersFCDAO Grants

Have apartment complex and property owners (both nuisance and regular) comply with local safety and zoning ordinance incorporate Crime Prevention Through Environmental Design (CPTED) Number of property owners who incorporated CPTED tools

Number of zoning code violations reported

Number of cases filed against property owners

Number of property owners that bring the property into compliance FCDAO

ADA

Bryne Project Coordinator

ARS will be involved in every phase of the project from working alongside the project team throughout the planning and implementations stages, as well as to objectively evaluate formative and summative project developments. The process and impact evaluation will assess the degree to which implementation of the program has met its stated goals and objectives; thoroughly documenting the program 'recipe', lessons learned, and assessing to what extent those activities significantly impacted youth desistance and disengagement from gangs, as well as improved community through design, engagement, and support.

ARS proposes a comprehensive, mixed-methods process and impact evaluation of the Fulton County project. Data will be derived from secondary (e.g., Georgia criminal justice case management system and crime statistics) and original sources (e.g., interviews, contact tracking, and surveys), at the beginning of the project, throughout, and at its conclusion. The process data will prove invaluable in terms of documenting the activities of the program both for purposes of replication as well as providing a framework for understanding the results of the outcome evaluation. ARS's process evaluation will entail recording the "who, what, where, when, how, and how much" related to implementation of the program during all phases. ARS will review program assumptions, and assess fidelity of implementation. This aspect of the evaluation will focus on knowledge about the program and implementation and coordination of program activities, while also providing program data that can be utilized in a process of continuous quality improvement and performance management.

ARS will conduct extensive systematic observations of program operations and offer recommendations towards streamlining processes, optimizing resource utilization, and providing a panoramic understanding of program components and functions. Taken together, these qualitative data will allow ARS to assess the degree to which knowledge about the program is shared, fully developed, and facilitates program delivery.

The impact evaluation indicators will be a mix of more immediate (proximal) data through the collection and analyses of extensive quantitative data. The impact evaluation will be a quasi-experimental design based on pretest/posttest analyses of criminal activity.

ARS will share evaluation findings with program staff and stakeholders on a regular and consistent basis using a variety of feedback methods. These will be accompanied by team meetings, during which we will engage in discussions regarding the implications and next steps. The result of our efforts will be to deliver a final evaluation report.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0305

Meeting Date: 5/3/2023

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

Presentation of Proclamations and Certificates.

Proclamation recognizing "Able Mable Thomas Appreciation Day." **(Hall/BOC)**

Proclamation recognizing "Detention Officer Brooklyn Unitas Appreciation Day." **(Thorne)**

Proclamation recognizing "County Attorney's Office Appreciation Day." **(Thorne)**

Proclamation recognizing "Mental Health Month." **(Hall/Arrington)**

Proclamation recognizing "Older Americans Month." **(Hall)**

Proclamation recognizing "National Therapy Animal Day." **(Hall)**

Proclamation recognizing "Deputy Clarence Houston Appreciation Day." **(Hall)**

Proclamation recognizing "Law Day and Law Week." **(Abdur-Rahman)**

Proclamation recognizing "Harry Belafonte Remembrance Day." **(Abdur-Rahman)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0307

Meeting Date: 5/3/2023

Department

Choose a Department.

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

Presentation - ARC's New Strategic Plan and Update on the Long-Range Transportation Plan



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0308

Meeting Date: 5/3/2023

Department

Finance

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

Review and approval of May 3, 2023 Budget Soundings

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

BOC assessment and approval of budget soundings request is required by the County's budget resolution approved by the BOC.

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

Open and Responsible Government

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

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

The May 3, 2023 Soundings request is submitted for your review and approval. Below is a brief summary of each request and related justification.

GENERAL FUND:

STRATEGIC PRIORITY AREA: OPEN AND RESPONSIBLE GOVERNMENT

- Modify the 2023 Annual Hardware and Software Maintenance and Support list -
(PAGE 3)

The BOC approval is requested to modify the Annual Hardware and Software Maintenance List (AML) approved as part of the FY2023 Adopted Budget. The requested changes will be funded within the department's existing budget and will not result in any budget adjustments.

The Department of Senior Services requests an increase in spending authority to AML item #325, Qualifacts Systems, LLC, in the amount of \$25,347.38 to bring the total for the year 2023 to \$46,000. This request to increase spending amount is due to BOC approving enhancements allotted for the CareLogic electronic Records Management System for the Adult Day health program clients. This request is a recurring need. No additional funding is being requested.

Select Fulton requests an increase in spending authority to AML item #321, Chmura, in the amount of \$10,000 to bring the total for the year 2023 to \$10,999.42. The vendor has increased the renewal amount in accordance with the executed approved agreement based on a Fee schedule. This request is a recurring need. No additional funding is being requested.

Annual Hardware and Software Maintenance and Support List - 2023								
Type	Vendor Name	Product Name	Description	User Agency	2023 Expenditure	Add'l Amt	Funding Source	Comments
Software	Qualifacts Systems, LLC f/k/a Qualifacts Systems, Inc.	CareLogic	Electronic client health records management System	Senior Services	\$20,652.62	\$25,347.38	Senior Services	Increase Spending Authority to \$46,000
Software	Chmura.	JobsEQ Platform + Real-Time Intelligence (RTI) module	1 Organizational Licenses	Select Fulton - Workforce Development	\$10,000.00	\$999.42	Workforce	Increase Spending Authority to \$10,999.42

Included in Soundings per the County Manager's direction.



MAY BUDGET SOUNDINGS

May 3, 2023

Presented

to the

Board of Commissioners

by the

Finance Department

GENERAL FUND**May 3, 2023 Soundings****Strategic Priority Area: Open and Responsible Government****Action Required:**

Modify the 2023 Annual Hardware and Software Maintenance and Support List

Annual Hardware and Software Maintenance and Support List - 2023

Type	Vendor Name	Product Name	Description	User Agency	2023 Expenditure	Add'l Amt	Funding Source	Comments
Software	Qualifacts Systems, LLC f/k/a Qualifacts Systems, Inc	CareLogic	Electronic client health records management System	Senior Services	\$20,653	\$25,347	Senior Services	Increase Spending Authority to \$46,000
Software	Chmura	JobsEQ Platform + Real-Time Intelligence (RTI) module	1 Organizational Licenses	Select Fulton - Workforce Development	\$10,000	\$999	Select Fulton - Workforce Development	Increase Spending Authority to \$10,999.42

Purpose (Justification):

The BOC approval is requested to modify the Annual Hardware and Software Maintenance List (AML) approved as part of the FY2023 Adopted Budget. The requested changes will be funded within the department's existing budget and will not result in any budget adjustments.

The Department of Senior Services requests an increase in spending authority to AML item #325, Qualifacts Systems, LLC, in the amount of \$25,347.38 to bring the total for the year 2023 to \$46,000. This request to increase spending amount is due to BOC approved enhancements allotted for the CareLogic electronic Records Management System for the Adult Day health program clients. This request is a recurring need. No additional funding is being requested.

Select Fulton requests an increase in spending authority to AML item #321, Chmura, in the amount of \$10,000 to bring the total for the year 2023 to \$10,999.42. The vendor has increased the renewal amount in accordance with the executed approved agreement based on a Fee schedule. This request is a recurring need. No additional funding is being requested.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0309

Meeting Date: 5/3/2023

Department

Real Estate and Asset Management

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

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 23ITB136993C-GS, Medical and Clinical General Cleaning Services in an amount of not to exceed \$330,218.00 with Intercontinental Commercial Services, Inc. (ICS, Inc.) (Lawrenceville, GA), to provide the highest quality medical and clinical general cleaning services for selected Fulton County Health facilities to be provided upon execution of contract through December 31, 2023 with two renewal options.

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

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

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

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 lowest responsible bidder to provide the highest quality medical and clinical general cleaning services for selected Fulton County Health facilities for FY2023.

Scope of Work: This contract furnishes all materials, labor, equipment, and appurtenances necessary to provide the highest quality medical and clinical general cleaning services at these selected Fulton County Health facilities:

1. Adamsville Regional Health Center with a total cleanable sq. ft. of 25,200
2. Center for Rehabilitation with a total cleanable sq. ft. of 44,520
3. Fulton County Public Health at 10 Park Place with a total cleanable sq. ft. of 40,221
4. Oakhill Child, Adolescent and Family Center with a total cleanable sq. ft. of 30,576
5. College Park Regional Health Center with a total cleanable sq. ft. of 35,280

Community Impact: The overall community impact is to provide clean and sanitary facilities for the selected health facilities.

Department Recommendation: The Department of Real Estate and Asset Management (“DREAM”) recommends approval.

Procedure for Basis of Award:

The recommendation for the award was based on the bidders’ ability to calculate the cost per cleanable square footage for each facility, including monthly and annual day porter services, and totaling all costs for the five (5) health facilities, for a total Base Bid Amount to determine the lowest responsible and responsive bidder complying with the provisions of this ITB.

DREAM also considered the experience with previous cleaning contracts and consultations with other organizations within the cleaning industry. The goal of this process is to award the County cleaning contract to a reliable and responsible company that is financially sound, with sufficient management expertise and cleaning experience to provide excellent quality service in return for the County funds expended.

Bid Evaluation Process:

The County received and evaluated 11 bid responses to the solicitation, but only evaluated eight (8) bid responses. Three (3) bids were deemed non-responsive by the Department of Purchasing & Contract Compliance.

DREAM carefully reviewed each bidder’s ability to calculate the cost per cleanable square footage for each facility, including monthly and annual day porter services, and totaling all costs for the five (5) health facilities and verified references of their ability to perform work of this size and similar scope of work for medical and clinical cleaning for Fulton County Health facilities. DREAM is, therefore, recommending to award Intercontinental Commercial Services, Inc. (ICS, Inc.) as the lowest responsive and responsible bidder to provide medical and clinical general cleaning services for selected Fulton County Health facilities for FY2023.

This is a time and material contract. The total requested spending authority in the amount of \$330,218.00 covers the cost for materials, cleaning supplies and labor hours to maintain the required cleaning services for the remaining 9 months of FY2023.

Project Implications: This contract is designed to provide and maintain sustainable clean and sanitary County facilities. An effective cleaning program is a critical component to keeping a healthy and productive environment.

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

Department Issues/Concerns: If this contract is not approved, DREAM will not be able to provide medical and clinical cleaning services for selected County health facilities.

Contract Modification: This is a new procurement.

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

Contract Value: \$330,218.00
Prime Vendor: Intercontinental Commercial Services, Inc.
Prime Status: Asian American Male Business Enterprise
Location: Lawrenceville, GA
County: Gwinnett County
Prime Value: \$330,218.00 or 100.00%

Total Contract Value: \$330,218.00 or 100.00%
Total Certified Value: \$330,218.00 or 100.00%

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

Exhibit 1: Bid Tabulation Sheet
Exhibit 2: Contractor's Performance Report
Exhibit 3: Department Recommendation Memo

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

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

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$330,218.00
TOTAL: \$330,218.00

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:**

100-520-5212-1176: General, Real Estate and Asset Management, Cleaning Services- \$330, 218.00

Key Contract Terms	
Start Date: 4/1/2023	End Date: 12/31/2023
Cost Adjustment:	Renewal/Extension Terms: Tv renewal options

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

Yes

Report Period Start:
N/A**Report Period End:**
N/A

GENERAL INFORMATION										FINANCIAL INFORMATION										OPERATIONAL INFORMATION										ENVIRONMENTAL INFORMATION										SOCIAL INFORMATION									
1. PROJECT IDENTIFICATION										2. FINANCIAL SUMMARY										3. OPERATIONAL SUMMARY										4. ENVIRONMENTAL SUMMARY										5. SOCIAL SUMMARY									
Project Name: [Project Name]										Total Investment: [Total Investment]										Total Revenue: [Total Revenue]										Total Emissions: [Total Emissions]										Total Employment: [Total Employment]									
Project ID: [Project ID]										Net Present Value: [Net Present Value]										Total Production: [Total Production]										Total Greenhouse Gas Emissions: [Total Greenhouse Gas Emissions]										Total Community Development: [Total Community Development]									
Project Location: [Project Location]										Internal Rate of Return: [Internal Rate of Return]										Total Capacity: [Total Capacity]										Total Air Pollution: [Total Air Pollution]										Total Social Investment: [Total Social Investment]									
Project Start Date: [Project Start Date]										Payback Period: [Payback Period]										Total Efficiency: [Total Efficiency]										Total Water Pollution: [Total Water Pollution]										Total Training: [Total Training]									
Project End Date: [Project End Date]										Sensitivity Analysis: [Sensitivity Analysis]										Total Quality: [Total Quality]										Total Noise Pollution: [Total Noise Pollution]										Total Health: [Total Health]									
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Project References: [Project References]										Net Present Value: [Net Present Value]										Total Capacity: [Total Capacity]										Total Air Pollution: [Total Air Pollution]										Total Social Investment: [Total Social Investment]									
Project Acknowledgments: [Project Acknowledgments]										Internal Rate of Return: [Internal Rate of Return]										Total Efficiency: [Total Efficiency]										Total Water Pollution: [Total Water Pollution]										Total Training: [Total Training]									
Project Credits: [Project Credits]										Payback Period: [Payback Period]										Total Quality: [Total Quality]										Total Noise Pollution: [Total Noise Pollution]										Total Health: [Total Health]									
Project Disclaimers: [Project Disclaimers]										Sensitivity Analysis: [Sensitivity Analysis]										Total Reliability: [Total Reliability]										Total Land Use: [Total Land Use]										Total Education: [Total Education]									
Project Notes: [Project Notes]										Market Analysis: [Market Analysis]										Total Sustainability: [Total Sustainability]										Total Biodiversity: [Total Biodiversity]										Total Culture: [Total Culture]									
Project Comments: [Project Comments]										Financial Ratios: [Financial Ratios]										Total Innovation: [Total Innovation]										Total Ecosystem: [Total Ecosystem]										Total Heritage: [Total Heritage]									
Project Suggestions: [Project Suggestions]										Operational Ratios: [Operational Ratios]										Total Research: [Total Research]										Total Environment: [Total Environment]										Total Society: [Total Society]									
Project Recommendations: [Project Recommendations]										Environmental Ratios: [Environmental Ratios]										Total Development: [Total Development]										Total Quality of Life: [Total Quality of Life]										Total Well-being: [Total Well-being]									
Project Conclusions: [Project Conclusions]										Social Ratios: [Social Ratios]										Total Impact: [Total Impact]										Total Resilience: [Total Resilience]										Total Adaptability: [Total Adaptability]									
Project Final Thoughts: [Project Final Thoughts]										Total Costs: [Total Costs]										Total Revenue: [Total Revenue]										Total Emissions: [Total Emissions]										Total Employment: [Total Employment]									
Project Final Summary: [Project Final Summary]										Total Investment: [Total Investment]										Total Production: [Total Production]										Total Greenhouse Gas Emissions: [Total Greenhouse Gas Emissions]										Total Community Development: [Total Community Development]									
Project Final Report: [Project Final Report]										Net Present Value: [Net Present Value]										Total Capacity: [Total Capacity]										Total Air Pollution: [Total Air Pollution]										Total Social Investment: [Total Social Investment]									
Project Final Document: [Project Final Document]										Internal Rate of Return: [Internal Rate of Return]										Total Efficiency: [Total Efficiency]										Total Water Pollution: [Total Water Pollution]										Total Training: [Total Training]									
Project Final Output: [Project Final Output]										Payback Period: [Payback Period]										Total Quality: [Total Quality]										Total Noise Pollution: [Total Noise Pollution]										Total Health: [Total Health]									
Project Final Deliverable: [Project Final Deliverable]										Sensitivity Analysis: [Sensitivity Analysis]										Total Reliability: [Total Reliability]										Total Land Use: [Total Land Use]										Total Education: [Total Education]									
Project Final Product: [Project Final Product]										Market Analysis: [Market Analysis]										Total Sustainability: [Total Sustainability]										Total Biodiversity: [Total Biodiversity]										Total Culture: [Total Culture]									
Project Final Result: [Project Final Result]										Financial Ratios: [Financial Ratios]										Total Innovation: [Total Innovation]										Total Ecosystem: [Total Ecosystem]										Total Heritage: [Total Heritage]									
Project Final Outcome: [Project Final Outcome]										Operational Ratios: [Operational Ratios]										Total Research: [Total Research]										Total Environment: [Total Environment]										Total Society: [Total Society]									
Project Final																																																	

[illegible]



INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM *JD*

DATE: March 29, 2023

SUBJECT: Contractor's Performance Report – Intercontinental
Commercial Services, Inc.

The Contractor listed below to our knowledge has never provided any professional goods or services to Fulton County's Department of Real Estate and Asset Management:

PROJECT: Medical and Clinical General Cleaning Services

PROJECT NO.: ITB #23ITB139993C-GS

CONTRACTOR: Intercontinental Commercial Services, Inc.
912 Hurricane Shoals Rd, NE
Lawrenceville, GA 30043

POC: Ms. Kelly B. Adamson, Vice President

PHONE: (678) 530-0401

FAX: (678) 530-0402

EMAIL: ics.emails@gmail.com

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

JD/TD/RC/haj

C: Richie Carter, Building Services Manager, DREAM
Precious Davis, Administrative Supervisor, DREAM



INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM *JD*

DATE: March 28, 2023

SUBJECT: Recommendation Award – ITB #23ITB136993C-GS, Medical and Clinical General Cleaning Services-FY2023

Recommendation: We are recommending approval of the lowest responsible bidder for, ITB #23ITB136993C-GS, Medical and Clinical General Cleaning Services in the amount of \$330,218.00 with Intercontinental Commercial Services, Inc. (Lawrenceville, GA), to provide the highest quality medical and clinical general cleaning services for selected Fulton County Health facilities: Adamsville Regional Health Center, Center for Rehabilitation, Fulton County Public Health at 10 Park Place, Oakhill Child, Adolescent and Family Center and College Park Regional Health Center. Effective dates: April 1, 2023 through December 31, 2023, with two renewal options.

DISCUSSION: The recommendation for the awards was based on the bidders' ability to calculate the cost per cleanable square footage for each facility to include monthly and annual day porter services and totaling all cost for the five (5) health facilities for a total Base Bid Amount to determine the lowest responsible and responsive bidder complying with the provisions of this ITB.

We also considered the experience with previous cleaning contracts and consultations with other organizations within the cleaning industry. The goal of this process is to award County cleaning contracts to a reliable and responsible company that is financially sound, with sufficient management expertise and cleaning experience to provide excellent quality service in return for the County funds expended.

Bid Evaluation Process:

The County received and evaluated 11 bid responses to the solicitation, but only evaluated eight (8) bid responses. Three (3) bids were deemed non-responsive by the Department of Purchasing & Contract Compliance.

Deemed Non-Responsive:

Both **Carter 1 Enterprises** and **RSG-Solutions** were deemed non-responsive for failure to submit Form A: Georgia Security and Immigration Contractor Affidavit and Agreement as

required in accordance with Section 1, Instruction to Bidders, Item 25, Georgia Security and Immigration Compliance Act and Section 6, Purchasing Forms of the solicitation document (see Exhibit 3- Non-Responsive Letters). **Olde Maid Janitorial Services** is being deemed non-responsive due to unsatisfactory performance. Olde Maid has struggled to maintain an acceptable level of cleanliness in the County Health Facilities (see Exhibit 4- Performance Improvement Plan).

Evaluation/ Award Recommendation of the Remaining Eight (8):

1. Intercontinental Commercial Services, Inc.- \$440,289.84
2. Full Circle Professional Cleaning Services- \$510,082.60
3. American Facility Services, Inc.- \$519, 966.40
4. A-Action Janitorial Service, Inc. - \$647,190.04
5. Building Maintenance Services, Inc.- \$656,361.52
6. AT Trash Valet- \$702,944.00
7. KleanPro Facility Services, LLC- \$1,170,288.16
8. Elam Property Management Group, LLC- \$1,427,143.80

After careful review, of bidders' ability to calculate the cost per cleanable square footage for each facility to include monthly and annual day porter services and totaling all cost for the five (5) health facilities and verified references of their ability to perform work of this size and similar scope of work for medical and clinical cleaning for Fulton County Health facilities. We, therefore, recommending to award to Intercontinental Commercial Services, Inc. as the lowest responsive and responsible bidder to provide medical and clinical general cleaning services for selected Fulton County Health facilities for FY2023.

Recommended Bidder	Base Bid Amount 12 - Months	Monthly Cost	Total Award Authority 9 - Months
Intercontinental Commercial Services, Inc.	\$440,289.84	\$36,690.82	\$330,218.00

This is a time and material contract. The total requested spending authority in the amount of \$330,218.00 covers the cost for materials, cleaning supplies and labor hours to maintain the required cleaning services for the remaining 9-months of FY2023.

Authorized Signature: *Joseph Davis*
Joseph N. Davis Date: 3/28/2023
(By Director/Deputy Director)

If you require additional information, contact Harry Jordan at (404) 612-5933.

Cc. Tim Dimond, Deputy Director, DREAM

Richie Carter, Building Services Manager, DREAM
Precious Davis, Building Services Supervisor, DREAM
Mark Hawks, CAPA, Team C, Purchasing & Contract Compliance
Gertis Strozier, APA, Team C, Purchasing & Contract Compliance
Harry Jordan, Contract Administrator, Purchasing/DREAM
Joanna Hernandez, Contracting Officer, Purchasing/DREAM



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0310

Meeting Date: 5/3/2023

Department

Real Estate and Asset Management

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

Request approval of recommended proposals - Department of Real Estate and Asset Management, 22RFP135756C-GS, Janitorial Services for Fulton County Government Center Complex (Group A) and Justice Center Facilities (Group B) in a total amount not to exceed \$1,476,729.00 with (A) ABM Industry Groups, LLC (Atlanta, GA) in an amount not to exceed \$570,430.00; and (B) American Facility Services, Inc. (Alpharetta, GA) in an amount not to exceed \$906,299.00, to provide the highest quality janitorial services for the Government Center Complex and Justice Center Facilities. Effective May 1, 2023 through December 31, 2023, with two renewal options.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background Request approval of recommended proposals to provide Janitorial Services for Fulton County's Government Center Complex (Group A) and Justice Center Facilities (Group B) for FY2023.

Scope of Work: This contract provides general cleaning for Government Center Complex (Group A) and Justice Center Facilities (Group B) for the Department of Real Estate and Asset Management

(DREAM). Under these contracts the janitorial contractors will furnish all labor, materials, cleaning supplies, restroom supplies (including feminine products, soap, toilet seat covers, toilet tissue, paper towels, and other required supplies) and equipment necessary to provide the highest quality of janitorial services at these facilities.

ABM Industry Groups, LLC: Is responsible for the Fulton County Government Center Complex (Group A) which consists of three (3) facilities: the Government Center, the Public Safety Building, and Health and Human Services building, for a total of 656,424 sq. ft./551,397 cleanable sq. ft.

American Facility Services, Inc.: Is responsible for the Justice Facilities (Group B) which consists of six (6) facilities: Justice Center Tower, Carnes Justice Center Building, Lewis Slaton Fulton County Court House, Judge Romae T. Powell Juvenile Justice Center, State of Georgia Department of a Human Services (DHS), and the Medical Examiner's Office for a total of 1,306,434 sq. ft./1,097,405 cleanable sq. ft.

These two (2) groups comprise the largest square footage of all County properties - a total of 1,962,858 sq. ft.

Community Impact: The overall community impact is to provide clean and sanitary facilities for the selected facilities.

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

After reviewing seven (7) qualified firms' proposals, the evaluation and consideration of all available information related to the requirements and evaluation criteria, the Evaluation Committee has determined that the following proposal submitted by ABM Industry Group, LLC (88.47%) and American Facility Services, Inc. (76.67%) are the two recommended janitorial contractors to provide for Fulton County's Government Center Complex (Group A) and Justice Center Facilities (Group B) for the remaining eight (8) months of 2023.

The Department has redefined the scope of work for Government Center Complex (Group A) and Justice Center Facilities (Group B) with the primary objective being to obtain the best qualified janitorial contractors who can provide the necessary resources to cover these large square footages.

These are time and material contracts. The total spending authority in the amount of \$1,476,729.00 is sufficient to cover the cost for cleaning materials, janitorial supplies, labor hours to include day porters, and additional events and unanticipated emergencies that may require additional janitorial support to maintain the required cleaning in these facilities for the remaining eight (8) months of FY2023.

Historical Expenditures:

- FY2023: The County expenditures as of 4/4/2023, \$346,484.04
- FY2022: The County spent \$2,104,909.04

- FY2021: The County spent \$1,199,928.64
- FY2020: The County spent \$1,196,118.21
- FY2019: The County spent \$1,816,974.64
- FY2018: The County spent \$1,899,822.80
- FY2017: The County spent \$1,801,135.00
- FY2016: The County spent \$1,486,102.35

Project Implications: These contracts are designed to provide and maintain sustainable clean and sanitary County facilities. The effective cleaning program is a critical component to keeping a healthy and productive environment.

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

Department Issues/Concerns: If these contracts are not approved, the Department will not be able to provide janitorial services for these County facilities.

Contract Modification No, this is a new procurement.

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

Total Contract Value: \$1,476,729.00

(A)

Contract Value: \$570,430.00
Prime Vendor: ABM Industry Groups, LLC
Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Prime Value: \$570,430.00 or 100.00%

Total Contract Value: \$570,430.00 or 100.00%
Total Certified Value: \$0.00 or 0.00%

(B)

Contract Value: \$906,299.00
Prime Vendor: American Facility Services, Inc.
Prime Status: Non-Minority
Location: Alpharetta, GA
County: Fulton County
Prime Value: \$453,149.50 or 50.00%

Subcontractor: Simplee Clean, LLC
Subcontractor Status: African American Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Subcontractor Value: \$271,889.70 or 30.00%

Subcontractor: Phenomenal Janitorial & Maintenance
Subcontractor Status: African American Female Business Enterprise
Location: Jonesboro, GA
County: Clayton County
Subcontractor Value: \$181,259.80 or 20.00%

Total Contract Value: \$906,299.00 or 100.00%
Total Certified Value: \$453,149.50 or 50.00%

Grand Contract Value: \$1,476,729.00 or 100.00%
Grand Certified Value: \$453,149.50 or 30.69%

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

Exhibit 1: Evaluation Committee Recommendation Letter

Exhibit 2: Contractor's Performance Reports

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: \$1,476,729.00
TOTAL: \$1,476,729.00

Grant Information Summary

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

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

100-520-5221-1176: General, Real Estate and Asset Management, Cleaning Services -
\$1,476,729.00

Key Contract Terms	
Start Date: 5/1/2023	End Date: 12/31/2023
Cost Adjustment:	Renewal/Extension Terms: TV renewal options

Overall Contractor Performance Rating:

ABM Industry Groups, LLC	3.00
American Facility Services, Inc.	3.00

Would you select/recommend this vendor again?

Yes

Report Period Start:
10/1/2022

Report Period End:
12/31/2022



INTEROFFICE MEMORANDUM

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

FROM: Evaluation Committee Recommendation Letter

DATE: March 29, 2023

PROJECT: 22RFP135756C-GS, "Janitorial Services for Fulton County Government Group A & B"

DS
FSW

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

Seven (7) qualified firms submitted proposals for evaluation and consideration for award of this project:

1. A-Action Janitorial Service, Inc.
2. ABM Industries
3. American Facility Services, Inc.
4. Building Maintenance Services, Inc.
5. chi-Ada Corporation
6. Cleanstar National Inc
7. Intercontinental Commercial Services, Inc. (ICS, Inc.)

Three (3) qualified firms were short listed for evaluation and consideration for award of the Janitorial Services for Fulton County Government Group A&B for this project:

1. A-Action Janitorial Service, Inc.
2. ABM Industries
3. American Facility Services, 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 submittals by ABM Industry Groups, LLC. with a total score of 93.47 and American Facility Services, Inc. with a total score of 76.67 are the recommended vendors for the award of #22RFP135756C-GS, "Janitorial Services for Fulton County Government Group A & B".

Evaluation Committee Recommendation Letter

March 29, 2023

Page | 2

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

SELECTION COMMITTEE MEMBERS:

DocuSigned by:

Darwin White

0A44D674D3C84BA...

Darwin White, Building Services Supervisor
Real Estate and Asset Management

DocuSigned by:

Carlos Gordon

EACE7F137F584EF...

Carlos Gordon, Building Services Supervisor
Real Estate and Asset Management

DocuSigned by:

Valarie Tillman-Logan

132066D785B6432...

Valarie Tillman-Logan, Building Services Supervisor
Real Estate and Asset Management

DocuSigned by:

Lisa S. Jackson

689DA963AB4E49E...

Lisa Jackson, Contract Compliance Officer
Purchasing and Contract Compliance

Evaluation Committee Recommendation Letter

March 29, 2023

Page | 3

EVALUATION CRITERIA	WEIGHT	A-Action Janitorial Service, Inc.	ABM Industries	American Facility Services, Inc.
Project Plan/Approach to Work	28	25.67	28	23.33
Qualification of Key Personnel	15	11.25	13.75	10
Relevant Project Experience/Past Performance	20	15	16.67	16.67
Availability of Key Personnel	10	7.5	8.33	6.67
Local Preference	5	0	5	0
Service Disabled Veterans Preference	2	0	0	0
Cost Proposal	20	15.05	16.72	20
TOTAL SCORE:	100.00	74.47	88.47	76.67

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



**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
7/1/2022	9/30/2022	1/1/2022	12/31/2022
Purchaser Order Number		Purchase Order Date	
032122-0437		3/21/2022	
Department			
Real Estate and Asset Management			
Bid Number		Service Commodity	
19RFP120741C-GS		Janitorial Services for (Group A) Government Center Complex	
Contractor			
ABM Industry Group, LLC			
Performance Rating			
0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.		
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.		
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.		
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied		
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.		
1. Quality of Goods/Services		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)	
<input type="radio"/>	0	ABM has achieve contract requirement 90% of the time. ABM performed extremely well at achieving their goals for the past two quarters and have maintain open communication and responsive on all communication has been good.	
<input type="radio"/>	1		
<input type="radio"/>	2		
<input checked="" type="radio"/>	3		
<input type="radio"/>	4		
2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)	
<input type="radio"/>	0	ABM has achieve contract requirement 90% of the time. ABM has done well on responsiveness and taking directions/change in Central Zone.	
<input type="radio"/>	1		
<input type="radio"/>	2		
<input checked="" type="radio"/>	3		
<input type="radio"/>	4		

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	ABM has achieve contract requirement 90% of the time. ABM has not had any problems with their staffing or scheduling of any projects. They have been on task and on time with projects.
<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	ABM has achieve contract requirements 90% of the time. ABM has met their specification and budget this quarter.
	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	ABM has achieve contract requirements 90% of the time. ABM's team has shown to be very professional and have an effective management teams.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	

Overall Performance Rating	3.00	Date	10/11/2022
Would you select/recommend this vendor again?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Rating completed by:	Valarie Tillman-Logan		
Department Head Name:	Joseph N. Davis		
Department Head Signature	<i>Joseph Davis</i>		

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

Submit

Print

Save



**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
7/1/2022	9/30/2022	1/1/2022	12/31/2022
Purchaser Order Number		Purchase Order Date	
032122-0438		3/21/2022	
Department			
Real Estate and Asset Management			
Bid Number		Service Commodity	
19RFP120741C-GS		Janitorial Services for (Group B) Justice Center Facilities	
Contractor			
American Facility Service, 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	In Central zone, AFS has achieved contract requirement 90% of the time. AFS is continuing to improve good quality services in keeping customers satisfied in major areas they support which are, court rooms, jury rooms, judges chambers and Sheriff's areas.	
<input type="radio"/>	1		
<input type="radio"/>	2		
<input checked="" type="radio"/>	3		
<input type="radio"/>	4		
2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)	
<input type="radio"/>	0	In Central zone, AFS has achieved contract requirement 90% of the time. AFS have been very responsive in completing tasks on time in spite of COVID-19 potocal.	
<input type="radio"/>	1		
<input type="radio"/>	2		
<input checked="" type="radio"/>	3		
<input type="radio"/>	4		

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	In Central zone, AFS has achieved contract requirement 90% of the time. AFS staff is continuing to strive to be proactive and efficient in areas of communication and succeeding customers expectation and needs.
<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	In Central zone, AFS has achieved contract requirement 90% of the time. AFS is taking a hard look at in getting better in acheiving consistent quality satisfaction in 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	In Central zone, AFS has achieved contract requirement 90% of the time. Even though AFS has been taking hit in staffing shortages due to COVID-19, they are still finding ways in maintaining good steady performance this rating period. AFS personnel understands the responsibility of continuing to approve in all cleaning service areas.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	

Overall Performance Rating	3.00	Date	10/13/2022
Would you select/recommend this vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Rating completed by:	Valarie Tillman-Logan		
Department Head Name:	Joseph N. Davis		
Department Head Signature	JOSEPH DAVIS		

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.: 23-0311

Meeting Date: 5/3/2023

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, RFP#22RFP136202K-DB, Real Estate Development Consultant Services, in an amount not to exceed \$150,000.00 with BAE Urban Economics, Inc. (Roswell, GA), to provide real estate development, planning and consultant services including evaluation, procurement, and technical advisory services for the County as needed. Effective upon execution of Contract for a three year period with one, one year renewal option.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: Request approval of recommended proposal to provide real estate development, planning and consultant services including evaluation, procurement, and technical advisory services for the County as needed.

Scope of Work: This contract will support the redevelopment of six (6) properties owned by Fulton County along Fulton Industrial Boulevard (FIB), totaling approximately 15.2 (+/-) acres.

The Real Estate Development services shall consist of, but not be limited to:

- Serving as a technical advisor to the County
- Supporting County agencies during the evaluation of proposals
- Urban Planning
- Market Research
- Real Estate Development Feasibility Analysis
- Public, private, partnerships and associated deal structuring

Background

The Fulton Industrial District is an aging industrial zone, beset by obsolete buildings, crime and overall decay. The County envisioned that by acquiring the assets, they could be developed to create a new and economically improved community base. With many leaders and stakeholders, the current redevelopment plans along the District and at the Executive Airport will indeed be a catalyst for transforming the surrounding community. One of the main focal points of this solicitation is to identify a partner who can help responsibly develop the County owned land/sites and meaningfully contribute to the redevelopment efforts currently underway.

The area around these properties on FIB and Interstate 20, in addition to the Fulton County Executive Airport, are critical anchors to the modernization and rejuvenation of the FIB corridor. The importance of this District and the Executive Airport to the metro Atlanta region is indisputable. The ideal project would broaden and diversify the economic base for FIB, the Executive Airport, and the surrounding areas.

Community Impact: This effort will help facilitate the necessary public-private partnerships with interested developer(s) to stimulate new investment and services on FIB, by revitalizing the strategically acquired County properties with quality commercial development.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of the proposal to provide real estate development, planning, consultant, and technical advisory services as needed by Fulton County.

After reviewing two (2) proposals from qualified firms, the evaluation committee has determined that the proposal submitted by BAE Urban Economics, Inc., with a total score of 89.67%, is the recommended firm to provide the needed real estate development, planning, and consultant services.

The consulting firm will work in collaboration with the Department of Real Estate and Asset Management, Land Division as well as Select Fulton. The contract is funded through capital funds.

Project Implications: The intent of this contract is to develop and leverage the surrounding area to create a new and economically improved sustainable community base by revitalizing FIB and Fulton County Executive Airport area.

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

Department Issues/Concerns: If this proposal is not approved, there will be a delay in providing the real estate development, planning and consultant services that will provide strategies and analysis for redevelopment of acquired properties along FIB and the Fulton County Executive Airport area.

Contract Modification No, this is a new procurement.

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

Contract Value: \$150,000.00
Prime Vendor: BAE Urban Economics, Inc.
Prime Status: Asian American Male Business Enterprise
Location: Roswell, GA
County: Fulton County
Prime Value: \$150,000.00 or 100.00%

Total Contract Value: \$150,000.00 or 100.00%
Total Certified Value: \$150,000.00 or 100.00%

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

No

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$150,000.00
TOTAL: \$150,000.00

Grant Information Summary

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

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

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

301-999-FIBC-1160: South Fulton Sub-District, Non-Agency, Professional Services- \$150,000.00

Key Contract Terms	
Start Date: Effective upon execution of Contract	End Date: Three-year term
Cost Adjustment:	Renewal/Extension Terms: 0 year renewal option.

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



INTEROFFICE MEMORANDUM

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

FROM: Evaluation Committee Recommendation Letter

DATE: March 22, 2023

PROJECT: #22RFP136202K-DB; REAL ESTATE DEVELOPMENT CONSULTANT SERVICES

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.

Three (3) firms submitted a proposal but only two (2) firms were considered responsive for evaluation and consideration for award of this project:

1. BAE Urban Economics, Inc.
2. KB Advisory Group

After review, evaluation and consideration, including Oral Interviews with all two (2) firms, of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by BAE Urban Economics, Inc. with a total score of 89.67 is the recommended vendor for the award of #22RFP136202K-DB; Real Estate Development Consultant Services.

Evaluation Committee Recommendation Letter

March 22, 2023

Page | 2

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

SELECTION COMMITTEE MEMBERS:

DocuSigned by:

Samir Abdullahi

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ni,

Director, Select Fulton, Department of Economic Development

DocuSigned by:

Timothy Dimond

A424AE8892AA434...

ond,

Deputy Director, Department of Real Estate and Asset Management

DocuSigned by:

Bill Mason

82E79B0EEFC5442...],

Facilities Program Manager, Department of Real Estate and Asset Management

Evaluation Committee Recommendation Letter

March 22, 2023

Page | 3

EVALUATION CRITERIA	WEIGHT	BAE Urban Economics, Inc.	KB Advisory Group
Project Plan/Approach to Work	30	27.50	22.50
Qualifications of Team/Key Personnel	18	18	12
Relevant Project Experience/Past Performance	20	20	13.33
Availability of Key Personnel	5	4.17	3.75
Local Preference	5	0	5
Service Disabled Veterans Preference	2	0	0
Cost Proposal	20	20	11.07
TOTAL SCORE:	100.00	89.67	67.65

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



INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM *JD*

DATE: April 3, 2023

SUBJECT: Contractor's Performance Report – BAE Urban Economics, Inc.

The Contractor listed below to our knowledge has never provided any professional goods or services to Fulton County's Department of Real Estate and Asset Management:

PROJECT: Real Estate Development Consultant Services

PROJECT NO.: RFP #22RFP136202K-DB

CONTRACTOR: BAE Urban Economics, Inc.
821 Atlanta Street
Roswell, GA 30075

POC: Ms. Sherry Okun-Rudnak, Principal

PHONE: (678) 904-2168

EMAIL: sherryokunrudnak@bae1.com

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

JD/TD/haj

C: Tim Dimond, Deputy Director, DREAM



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0312

Meeting Date: 5/3/2023

Department

Library

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

Request approval for usage of Beltline TAD Funds - Fulton County Library System, TAD Funding in an amount not to exceed One Million Five Hundred Fifty Thousand dollars (\$1,550,000.00) to replace and refresh end of life and end of support network equipment at twenty-one (21) library locations as recommended by the Fulton County Library System Board of Trustees. This request is effective upon BOC approval.

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

In accordance with Resolution No. 16-1011, dated November 2, 2016, the County Manager and Finance Department are authorized to allocate and utilize "Beltline PILOT Payments for capital improvements in accordance with the Library Master Plan or any other capital items or capital expenditures, including without limitation the acquisition of equipment, incurred or estimated to be incurred for the construction or improvement of the Library System." The Intergovernmental Agreement by and between the City of Atlanta, Georgia, the Atlanta Development Authority, and Fulton County, Georgia, requires that "Fulton County shall be required to cause the System to use such PILOT Payments to be invested in library construction projects system-wide as determined by the Library Facilities Master Plan, or as may be recommended by the System's Board of Trustees."

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?

No

Summary & Background

The Fulton County Library System request approval to use Beltline TAD Funds to complete the installation of network equipment at the remaining branches. This work is required to refresh the network equipment nearing end-of-support and to significantly improve network security, performance, availability and management capabilities with new technology. Phase 1 of this refresh addresses three critical library branches; this request is for Phase 2 to address the rest of the Library ecosystem across Fulton County.

Scope of Work: The Library System is in need of modernization and refreshment at the end of life and end of support phases for network equipment (switches and wireless access points) at the remaining twenty-one (21) library branches. The desired outcome for this project includes: Improving functionality and access for people and technology devices in the county facilities, which results in a greater overall customer experience. Fulton County Information Technology is actively partnering with the Library system and will execute this project upon approval of the Library Board of Trustees and the BOC.

Community Impact: Staff and patrons at library locations will experience excellent user experience, improved response times, as well as modernized network technology.

Department Recommendation: The Fulton County Library System Director and Board of Trustees recommends approval of this request.

Project Implications: Staff and Patrons of the Library will have an overall better user experience with increased internet security, better performance, and faster response times.

Community Issues/Concerns: There are no community concerns.

Department Issues/Concerns: There are no departmental concerns.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0313

Meeting Date: 5/3/2023

Department

Public Works

Requested Action

Request approval of the lowest responsible bidder - Public Works, 22ITB136410K-BKJ, Pine Valley Phase 2A Interceptor Sewer Replacement in an amount not to exceed \$7,536,975.00 with Wade Coots Company, Inc. (Austell, GA), to provide all labor, material and equipment to remove and replace approximately 4,062 feet of 30" to 48" RCP gravity sewer pipe with 54" HOBAS Fiberglass pipe and epoxy coated precast concrete manholes. Effective upon execution of contract for 180 consecutive/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 Georgia Local Government Public Works Construction Law, all competitive sealed bids costing \$100,000 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 Department of Public Works recommends approval to award to Wade Coots Company, Inc.

Scope of Work: The work will consist of providing all labor, equipment, and materials necessary for the construction, removal and installation of sewer mains and other required improvements to the wastewater collection system, with all related accessories, as shown on the plans and called for in

the Contract Documents and Technical Specifications. All work shall be in conformance with the contract documents, drawings and Fulton County Standards and Specifications.

This project will extend the replacement of the main Deep Creek trunk line further downstream from Pine Valley Road where a major failure of the trunk line occurred in 2018. This is a preventative measure to make sure that the line does not fail in the future.

Community Impact: Repairing this line will prevent major spills that have occurred in the past due to pipe corrosion and deterioration.

Department Recommendation: The Department of Public Works recommends approval to award the contract.

Project Implications: Without the repair and replacement of the sewer lines, they may fail and cause major spills that will detrimentally impact the environment.

Community Issues/Concerns: No concerns have been raised to Public Works staff concerning these awards.

Department Issues/Concerns: Public Works does not have any concern or issues with awarding this contract. Wade Coots Company Inc. has satisfactorily provided wastewater construction services to Fulton County in the past.

Contract Modification: New Procurement

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

Contract Value: \$7,536,975.00

Prime Vendor: Wade Coots Company, Inc.
Prime Status: Non-Minority
Location: Austell, GA
County: Cobb County
Prime Value: \$4,597,554.75 or 61.00%

Subcontractor: D &G Boring, Inc.
Subcontractor Status: Non-Minority
Location: Smyrna, GA
County: Cobb County
Contract Value: \$753,697.50 or 10.00%

Subcontractor: UWS, Inc.
Subcontractor Status: Non-Minority
Location: Trion, GA
County: Chattooga County
Contract Value: \$1,507,395.00 or 20.00%

Subcontractor: Lori's Transportation
Subcontractor Status: Female Business Enterprise
Location: Alpharetta, GA
County: Fulton County
Contract Value: \$150,739.50 or 2.00%

Subcontractor: T&J Industries Development & Contracting, Inc.
Subcontractor Status: African American Business Enterprise
Location: Lithonia, GA
County: DeKalb County
Contract Value: \$527,588.25 or 7.00%

Total Contract Value: \$7,536,975.00 or 100.00%
Total Certified Value: \$ 678,327.75 or 9.00%

Exhibits Attached

Exhibit1: Tabulation sheet
Exhibit 2: Recommendation of award.

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

Roy Barnes, Deputy Director, Public Works 404-612-6317

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: 0.00
This Request: \$7,536,975.00
TOTAL: \$7,536,975.00

Grant Information Summary

Amount Requested: ☐ Cash

Agenda Item No.: 23-0313

Meeting Date: 5/3/2023

Match Required:

Start Date:

End Date:

Match Account \$:

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

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5400-S165: Water & Sewer R & E, Public Works, Misc. Linear System Improvements

Key Contract Terms	
Start Date: 3/22/2023	End Date: 9/22/2023
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

Report Period Start:
3/22/2023

Report Period End:
9/22/2023



Department of Purchasing & Contract Compliance

Fulton County, GA

REQUEST FOR PROPOSALS TABULATION SHEET

22ITB136410K-BKJ – PINE VALLEY PHASE 2A INTERCEPTOR SEWER REPLACEMENT

Date: 1/25/2023

Number of Proposals Received: 6

Brian Jones, APA

RESPONDENT'S NAME		E-VERIFY	BID AMOUNT
1.	Kemi Construction		Withdrawn
2.	Wade Coots Company, Inc.		\$7,536,975.00
3.	Cleary Construction		\$7,541,548.00
4.	Ruby-Collins, Inc.		\$8,474,017.00
5.	Site Engineering, Inc.		\$10,059,340.00
6.	Strack, Inc.		\$10,476,877.50



**DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM**

TO: Felicia Strong-Whitaker, Purchasing

FROM: David E. Clark, Director

DATE: February 17, 2023

SUBJECT: 22ITB136410K-BKJ – Pine Valley Phase 2A - Interceptor Sewer Replacement

On January 25, 2023 the Department of Purchasing and Contract Compliance opened the subject Invitation to Bid (ITB). There were six responsive bids provided. The bids were as follows:

RESPONDENT'S NAME		BID AMOUNT
1.	Kemi Construction	Withdrawn
2.	Wade Coots Company, Inc.	\$7,536,975.00
3.	Cleary Construction	\$7,541,548.00
4.	Ruby-Collins, Inc.	\$8,474,017.00
5.	Site Engineering, Inc.	\$10,059,340.00
6.	Strack, Inc.	\$10,476,877.50

Therefore, the Department of Public Work is recommending award of the contract to the responsive lowest bidder:

1. Wade Coots Company, Inc. in the amount of \$7,536,975.00

The Department of Public Works has done business with Wade Coots, Inc in the past.

Terry I. Peters, Interim Deputy Director, Public Works
Gerald Pace, Deputy Director, Administration, Public Works
Janice Dickenson, Material Management Manager, Public Works
Brian Jones, Assistant Purchasing Agent, Purchasing



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0314

Meeting Date: 5/3/2023

Department

Public Works

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

Request approval of the lowest responsible bidder - Department of Public Works, 22ITBC091A-KM, Ductile Iron Pipe, Restraining Gaskets and Tapping Saddles in the amount not to exceed \$175,589.69 with Ferguson Waterworks (Norcross, GA), to provide ductile iron pipe, restraining gaskets and tapping saddles. Effective upon BOC approval with two renewal options.

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

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

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: The Department of Public Works recommends approval of lowest bidder to provide ductile iron pipe, restraining gaskets and tapping saddles.

Scope of Work: The contract with Ferguson Waterworks provides ductile iron pipes, restraining gaskets, and tapping saddles to maintain and repair water infrastructure throughout the North Fulton County water service areas.

Community Impact: Failure to procure and maintain ductile iron pipe, restraining gaskets, and tapping saddles in stock can negatively impact the operation of the Water Services Division in

maintaining water systems and services.

Department Recommendation: The Department of Public Works recommends approval.

Project Implications: Failure to approve the award of this contract will reduce responsiveness to system failures and eventually lead to potential long-term water outages or sewer availability.

Community Issues/Concerns: No constituent/customer concerns have been raised to Public Works.

Department Issues/Concerns: No issues or concerns have been raised by Public Works.

Contract Modification: NEW PROCUREMENT

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

Total Contract Value: \$175,589.69

Contract Value: \$175,589.69

Prime Vendor: Ferguson Waterworks

Prime Status: Non-Minority

Location: Norcross, GA

County: Gwinnett County

Prime Value: \$175,589.69 or 100.00%

Total Contract Value: \$175,589.69 or 100.00%

Total Certified Value: -0-

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

Exhibit 1: Recommendation Memo

Exhibit 2: Bid Tabulation Sheet

Exhibit 3: Contractor Performance Report

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

Nick Ammons, Deputy Director, 404-612-7530

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$175,589.69
TOTAL: \$175,589.69

Grant Information Summary

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

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

203-540-5453-1450: Water & Sewer R & E, Public Works, Maintenance Supplies - \$175,589.169

Key Contract Terms	
Start Date: 5/3/2023	End Date: 12/31/2023
Cost Adjustment:	Renewal/Extension Terms: 2 renewal options

Overall Contractor Performance Rating: 3.00

Would you select/recommend this vendor again?

Yes

Report Period Start:
5/3/2023

Report Period End:
12/31/2023

**DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM**



TO: Felicia Strong-Whitaker, Purchasing
FROM: David Clark, Director *DC*
DATE: January 11, 2023
SUBJECT: 22ITBC091A-KM – Ductile Iron Pipe, Restraining Gaskets and Tapping Saddles

On January 10, 2023, the Department of Purchasing opened the subject quote. There was one (1) response. Ferguson Waterworks provided the overall lowest responsive and responsible bid.

Therefore, the Department of Public Works is recommending award to the overall lowest responsive and responsible bidder, Ferguson Waterworks, in the amount not to exceed \$175,589.69

Funding is available in the following account(s):
203-540-5453-1450

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

cc: *DA* Nick Ammons, Deputy Director Public Works
Gerald Pace, Deputy Director, Administration, Public Works
Andrenette Whitlow, Material Management Mgr., Public Works
Charlie Crockett, Chief Assistant Purchasing Agent, Purchasing

BID TAB							
BID NUMBER/QUOTE #: 22ITBC091A-KM				OPENING DATE:	1/10/2023	PAGE NUMBER:	1
BID Description: To provide ductile iron pipe, restraining gaskets and tapping saddle to Department of Public Works.							
PUBLIC WORKS				CONTACT			
22ITBC091A-KM – Ductile Iron Pipe, Restraining Gaskets and Tapping Saddles				VENDOR NAME		VENDOR NAME	
				Ferguson Waterworks		Consolidated Pipe & Supply	
				ADDRESS		ADDRESS	
				4655 Buford Hwy, Norcross, GA		194 Hurricane Shoals Rd NW	
				TELEPHONE:		TELEPHONE	
				770-248-9031		770-822-9664	
				CONTACT:		CONTACT:	
				Bob McWhorter		Mitchell Davies	
	ITEM DESCRIPTION	UNIT	QTY	UNIT \$	TOTAL	UNIT \$	TOTAL
	GROUP A						\$ -
1	1) MJ Fittings 3" – 12" with gaskets, fasteners, glands (access.)	Ton	10	\$ 6,827.46	\$ 68,274.60		\$ -
	TOTAL - GROUP A (Line 1)						\$ -
							\$ -
	Group B Ductile Iron Mechanical Joint Fittings						\$ -
2	2) 16" MJ swivel hydrant tee with access.	Each	1	\$ 958.98	\$ 958.98	\$ 654.00	\$ 654.00
3	3) 16" saddle x 12" MJ outlet w/plug & access.	Each	1	\$ 1,746.54	\$ 1,746.54		\$ -
4	4) 24" MJ swivel hydrant tee with access.	Each	1	\$ 2,055.06	\$ 2,055.06		\$ -
5	5) 30" MJ swivel hydrant tee with access.	Each	1	\$ 8,481.92	\$ 8,481.92		\$ -
6	6) 36" MJ sleeve with access.	Each	1	\$ 3,695.43	\$ 3,695.43		\$ -
	TOTAL - GROUP B (LINES 2 - 6)						\$ -
							\$ -
	Group C Ductile Iron Standard Flanged Fittings						\$ -
7	7) 6" flange x plain end spool piece 72"	Each	5	\$ 823.50	\$ 4,117.50		\$ -
8	8) 8" flange x plain end spool piece 72"	Each	5	\$ 1,167.75	\$ 5,838.75		\$ -
	TOTAL - GROUP C (LINES 7-8)						\$ -
							\$ -
	Group D Ductile Iron wedge action retainer glands, Uni-Flange series 1400, EBBA Megalug, MJ Field Lok or approved equal						\$ -
9	9) 6" retainer gland w/access.	Each	18	\$ 72.35	\$ 1,302.30	\$ 50.00	\$ 900.00
10	10) 8" retainer gland w/access.	Each	1	\$ 98.59	\$ 98.59	\$ 68.00	\$ 68.00
11	11) 10" retainer gland w/access.	Each	1	\$ 140.20	\$ 140.20	\$ 97.00	\$ 97.00
12	12) 12" retainer gland w/access.	Each	1	\$ 188.43	\$ 188.43	\$ 131.00	\$ 131.00
13	13) 16" retainer gland w/access.	Each	4	\$ 338.12	\$ 1,352.48	\$ 234.00	\$ 936.00
14	14) 20" retainer gland w/access.	Each	4	\$ 557.94	\$ 2,231.76	\$ 387.00	\$ 1,548.00
15	15) 24" retainer gland w/access.	Each	4	\$ 756.03	\$ 3,024.12		\$ -
	TOTAL - GROUP D (LINES 9-15)						\$ -
							\$ -
	Group E Ductile iron pipe, socket & spigot, per pressure class as listed in specifications (see Section 4)						\$ -
16	16) 4" diameter	Liner Feet	160	\$ 48.48	\$ 7,756.80		\$ -
17	17) 20" diameter	Liner Feet	40	\$ 131.74	\$ 5,269.60		\$ -
18	18) 24" diameter	Liner Feet	40	\$ 158.29	\$ 6,331.60		\$ -
	TOTAL - GROUP E (LINES 16-18)						\$ -
							\$ -

	Group F Stainless Steel Products Full Circle Repair Clamp (diameter x length)							\$	-
19	19) 6" x 12"	Each	1	\$	162.26	\$	162.26	\$	-
20	20) 8" x 12"	Each	2	\$	190.56	\$	381.12	\$	-
21	21) 8" X 20"	Each	17	\$	310.27	\$	5,274.59	\$	-
22	22) 12" x 20"	Each	10	\$	445.89	\$	4,458.90	\$	-
	TOTAL - GROUP F (LINES 19-22)							\$	-
	Group G Stainless Steel Products Full Circle Service Saddle (diameter x length)							\$	-
23	23) 3/4" cc thread 8" x 12"	Each	1	\$	241.71	\$	241.71	\$	-
24	24) 3/4" cc thread 8" x 20"	Each	1	\$	361.43	\$	361.43	\$	-
25	25) 3/4" cc thread 10" x 12"	Each	2	\$	295.47	\$	590.94	\$	-
26	26) 3/4" cc thread 10" x 20"	Each	10	\$	426.57	\$	4,265.70	\$	-
27	27) 3/4" cc thread 12" x 12"	Each	10	\$	334.05	\$	3,340.50	\$	-
28	28) 1" cc thread 8" x 12"	Each	25	\$	241.71	\$	6,042.75	\$	-
29	29) 1" cc thread 10" x 12"	Each	5	\$	295.47	\$	1,477.35	\$	-
30	30) 1" cc thread 10" x 20"	Each	1	\$	426.57	\$	426.57	\$	-
31	31) 1" cc thread 12" x 12"	Each	1	\$	334.05	\$	334.05	\$	-
32	32) 1" cc thread 12" x 20"	Each	1	\$	497.05	\$	497.05	\$	-
	TOTAL - GROUP G (LINES 23-32)							\$	-
	Group H Restrained Couplings							\$	-
33	33) 4" restrained couplings	Each	4	\$	454.12	\$	1,816.48	\$	-
34	34) 6" restrained couplings	Each	1	\$	625.46	\$	625.46	\$	-
35	35) 8" restrained couplings	Each	25	\$	807.62	\$	20,190.50	\$	-
36	36) 10" restrained couplings	Each	1	\$	1,025.42	\$	1,025.42	\$	-
37	37) 12" restrained couplings	Each	1	\$	1,207.25	\$	1,207.25	\$	-
	TOTAL - GROUP H (LINES 33-37)							\$	-
GRAND TOTAL:									\$175,589.69
BIDS MAILED				NO RESPONSE:	ASSISTANT PURCHASING AGENT:				\$4,334.00
BIDS RECEIVED:				NO BIDS:	CHIEF ASSISTANT:				
					DEPT. AUTHORIZATION:				

Performance Evaluation Details

ID	E1
Project	Ductile Iron Pipe, Restraining Gaskets and Tapping Saddles
Project Number	20ITBC125292A-FB
Supplier	Ferguson Waterworks
Supplier Project Contact	Bob Mcwhorter (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	06/01/2022 to 11/30/2022
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Draft
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation



Michael Rhoads

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments

Ferguson Waterworks was awarded a twelve month contract to provide the Public Works Department with Ductile Iron Pipe Restraining Gaskets and Tapping Saddles. The quality of the Ductile Iron Pipe Restraining Gaskets and Tapping Saddles provided by Ferguson Waterworks complies with all applicable standards and guidelines.

TIMELINESS OF PERFORMANCE

17/20

Rating

Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments

The response time provided by Ferguson Waterworks in regards to supplying and providing Ductile Iron Pipe Restraining Gaskets and Tapping Saddles have been good, there were no problems or discrepancies to report.

BUSINESS RELATIONS

17/20

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

Ferguson Waterworks conducts business with Fulton County in a professional manner. Ferguson Waterworks responds to the needs of Fulton County promptly and are very responsive.

CUSTOMER SATISFACTION

17/20

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

Ferguson Waterworks meets all of the Public Works expectations and product specifications. This vendor has good invoicing procedures.

COST CONTROL

17/20

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments

Not Specified

GENERAL COMMENTS

Comments

As of this reporting period the scope of services rendered by Ferguson Waterworks have met the requirements of Fulton County. No issues to report at this time.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0315

Meeting Date: 5/3/2023

Department

Senior Services

Requested Action

Request approval to decrease spending authority - Visiting Nurse Health System, 22RFP035A-CJC, Aging Services in the amount of \$123,864.03 with Visiting Nurse Health System (Alpharetta, GA) to reduce the contract award amount to exclude the project income amount that was inadvertently included. 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

The Board of Commissioners approved agenda item 22-0988 for the Aging Services contract for Visiting Nurse Health System in the amount of \$1,238,640.33. The contract inadvertently included project income in the amount of \$123,864.03 in the total not to exceed amount of \$1,238,640.33. The contract requires Visiting Nurse Health System to provide project income. The Department of Senior Services recommends correcting the not to exceed amount of the agreement with Visiting Nurse

Health System to the correct amount of \$1,114,776.30.

Scope of Work: Visiting Nurse Health System is responsible for fulfilling the deliverables under the terms of the contract as indicated in the Scope of Work. This sub-contractor employs staff to ensure that the coordination of Case Management is provided to residents of Fulton County aged 60 and above.

Community Impact: Services rendered enable Fulton County seniors to participate in programs that counter isolation

Department Recommendation: The Department of Senior Services recommends approval.

Project Implications: If this amendment is not approved, the Visiting Nurse Health System contract will not reflect the correct not to exceed total amount.

Community Issues/Concerns: There are no community issues or concerns associated with this agenda item.

Department Issues/Concerns: The Department of Senior Services has no concerns concerning this agenda item.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0988	12/21/2022	\$1,238,640.33
Amendment No. 1			(\$123,864.03)
Total Revised Amount			\$1,114,776.30

Contract & Compliance Information

Contract Value: (\$123,864.03)
Prime Contractor: Visiting Nurse Health System
Prime Status: Non-Profit
Location: Alpharetta, GA
County: Fulton County
Prime Value: (\$123,864.03) or 100.00%

Total Contract Value: (\$123,864.03) or 100.00%
Total Certified Value: \$Non-Profit

Exhibits Attached

Exhibit 1: Contractor Performance Reports
Exhibit 2: Amendment #1 - Visiting Nurse Health System

Contact Information

Ladisa Onyiliogwu, Director, Department of Senior Services, 404-612-9558

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$1,238,640.33

Previous Adjustments: 0

This Request: (\$123,864.03)

TOTAL: \$1,114,776.30

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:**

100-183-183Y-1160, (\$123,864.03)

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

Overall Contractor Performance Rating: 3.0

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2022

Report Period End:
6/30/2022



**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
4/1/2022	6/30/2022	1/1/2022	12/31/2022
Purchaser Order Number		Purchase Order Date	

Department

SENIOR SERVICES

Bid Number	Service Commodity
118RFP11228A-FB	AGING SERVICES
Contractor	

VISITING NURSES HEALTH SYSTEMS

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 contractor is compliant with providing the service delivery model of Aging Services which is Case Management. The contractor provides monthly reports and weekly reports on time.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	All the staff have the skills to provide the services in the contract.

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	The contractor provides a good response to inquiries and provides answers to all questions about the provision of service delivery within the contract. The contractor has agreed to initiate an action plan if there are changes needed. The contractor has been very cooperative on new directions and changes in the service delivery model.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	



3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	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. The contractor has been very cooperative and helpful through special projects and new funding opportunities. The contractor participates in a monthly Case Management Meeting.
<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	The contractor provides proper invoicing with supportive documentation and stays within the budgeted allocations. The contractor provides the grant invoice and regular invoice as instructed.
	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	The contractor's credentials align with the needed experience and appropriateness to deliver the services for Aging Services, specifically for Case Management.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	

Overall Performance Rating	3.00	Date	7/21/2022
Would you select/recommend this vendor again?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Rating completed by:	Andre M. Danzy, Program Manager, Department of Senior Services		
Department Head Name:	Ladisa Onyiliogwu, Director, Department of Senior Services		
Department Head Signature			

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

Submit

Print

Save

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **Visiting Nurse Health System**

Contract No. **22RFP035A-CJC - Aging Services**

Address: **5775 Glenridge Drive, NE., Suite E200**
City, State **Alpharetta, GA 30328**

Telephone: **(404) 215-6110**

E-mail: **dorothy.davis@vnhs.org**

Contact: **Dorothy Davis**
Interim President

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Visiting Nurse Health System to provide aging services, dated 1st day of January 2023, on behalf of the Department of Senior Services; and

WHEREAS, the County wishes to amend the existing contract award amount of \$ 1,238,640.33, to correct the award amount that contract inadvertently included project income in the amount of \$123,864.03;

WHEREAS, this amendment is to correct the contract amount to \$1,114,776.30

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

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

This Amendment No. 1 to Form of Contract is effective as of the ____ day of _____, 20__, between the County and Visiting Nurse Health System, 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:** No Change.
2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$1,114,776.30.
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:

**VISITING NURSE HEALTH
SYSTEM**

Dorothy Davis
Interim 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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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0316

Meeting Date: 5/3/2023

Department

Senior Services

Requested Action

Request approval for Fulton County Finance Department to enter into a contract with new broker CIMA World, Inc. to provide liability, accident and excess automobile liability insurance coverage for senior AmeriCorps volunteers and authorize the Finance Director to pay related costs of \$4000.00 to acquire the CIMA coverage. Effective upon BOC approval.

Requirement for Board Action

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

Strategic Priority Area related to this item

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 The Department recommends approval. Senior Services was awarded AmeriCorps Senior Companion Program grant funding in 2021 for \$260k annum for three years. Forty (40) senior volunteers will address social isolation by providing social support and companionship to 160 seniors throughout Fulton County. AmeriCorps requires its grantees to provide three insurance coverages for volunteers: personal liability, accident, and excess automobile insurance. The Fulton County Risk Manager was not able to identify excess automobile insurance through its current broker. However, the Risk Manager has identified an alternate provider of all three required insurances through CIMA, which is significantly lower in costs than the broker-identified carrier. Risk Management is obligated per their contract with their current broker to use only that

broker's insurance products. The Department of Senior Services requests approval for Risk Management to enter into a contract with CIMA World, Inc. to broker insurance for AmeriCorps senior volunteers.

Community Impact: Senior Volunteers receive required coverage to participate in the AmeriCorps Senior Companion program.

Department Recommendation: The Department Senior Services recommends approval.

Project Implications: Approval enables the Department of Senior Services to provide required coverage for senior volunteers.

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Contact Information

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



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0317

Meeting Date: 5/3/2023

Department

Select Fulton

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

Request approval to renew an existing contract - Select Fulton - Workforce Development Division, 22RFP0119B-PS, One Stop Operator in the amount of \$125,000.00 with Arbor E&T, LLC dba Equus Workforce Solutions (Louisville, KY) to provide the coordination and facilitation of a "One- Stop Operator" service. This action exercises the first of three renewal options. Two renewal options remain. Effective dates: July 1, 2023 through June 30, 2024. This contract is 100% grant funded.

Requirement for Board Action

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

Strategic Priority Area related to this item

Infrastructure and Economic Development

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: Workforce Innovation and Opportunity Act (WIOA) is a landmark legislation that is designed to strengthen and improve our nation's public workforce system and help Americans, including youth and those with significant barriers to employment, transition into high-quality jobs and careers and help employers hire and retain skilled workers. The scope of work is for the coordination

and facilitation of a “One-Stop Operator” service in order to provide job-seekers with access to each of the workforce services and programs and information about each of the workforce services and programs that they may qualify for at one location, known as a One-Stop Center, and with the common identifier “American Job Center.” The goals and format of the One-Stop-Operator are set out in the Workforce Innovation and Opportunity Act (WIOA), at Section 121, subsection (e), according to PUBLIC LAW 113-128-JULY 22, 2014 (WIOA) Sec. 121(d)(2)(A), Federal Regulation 29 U.S.C. §§ 3151 (d) One stop operators The One Stop Operator shall: 1. Coordinate the provision of WIOA and Wagner-Peyser funded services by other agencies for the universal population at a One-Stop Center consistent with the One-Stop Operator’s Business Plan. 2. Conduct a self-assessment along with the Local Workforce Development Board to ensure compliance with the recertification criteria. 3. Incorporate all partners into the comprehensive one-stop; include partners who are electronically present in the comprehensive one-stop 4. Handle complaints and/or concerns from customers 5. Oversee staff teams 6. Develop and deliver technical assistance 7. Measure outcomes and evaluate system effectiveness 8. Collect data and use data validation methodology 9. Report data timely 10. Ensure all partner agencies are collaborating and cooperating in the implementation of the partner programs 11. Train the one-stop operator staff 12. Cross-train the partner-program staff 13. Conduct organizational capacity building to guide their internal development and activities 14. Bring together the partner programs to ensure adequate outreach of the one-stop center 15. Demonstrate a thorough understanding of target populations for partner programs 16. Take ownership/leadership in ensuring all partners are contributing to the center, both financially as well as through resources and staff time 17. Comply with all federal/state/local regulations 18. Provide oversight to ensure that all partner agencies are also in compliance with all federal/state/local regulations.

Community Impact: The impact of the One Stop Operator on the community is the reduction of the time and effort of the customer to contact WIOA Partner Services provided by the Fulton County Workforce Preparation and Employment System (FCWPES), Georgia Department of Labor (GDOL), Gwinnett Technical College (GTC), Georgia Vocational Rehabilitation Agency (GVRA), Atlanta Technical College (ATC), Fulton County Housing Authority (FCHA), and the Fulton Atlanta Community Action Authority (FAACA) under the brand, “WorkSource Fulton, A proud partner of the American Job Center® network.”

Department Recommendation: Recommend Approval

Project Implications: Failure to provide for the coordination and facilitation of a “One-Stop Operator” service may result in loss of WIOA grant funds. See, 20 C.F.R. § 678.635 (a).

Community Issues/Concerns: None

Department Issues/Concerns: None

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0291	04/20/2022	\$125,000.00
Renewal No. 1			\$125,000.00

Total Revised Amount			\$250,000.00
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Contract & Compliance Information *(Provide Contractor and Subcontractor details.)***Contract Value:** \$125,000.00**Prime Vendor:** Arbor E & T, LLC dba Equus Workforce Solutions**Prime Status:** Non-Minority**Location:** Louisville, KY**County:** Jefferson County**Prime Value:** \$118,750.00 or 95.00%**Subcontractor:** NOIYSE Consulting dba NOIYSE**Subcontractor Status:** African American Female Business Enterprise**Location:** College, GA**County:** Fulton County**Subcontractor Value:** \$3,250.00 or 2.60%**Subcontractor:** Soft Skills Zone, LLC**Subcontractor Status:** African American Female Business**Location:** Lawrenceville, GA**County:** Gwinnett County**Subcontractor Value:** \$3,000.00 or 2.40%**Total Contract Value:** \$125,000.00 or 100.00%**Total Certified Value:** \$6,250.00 or 5.00%**Exhibits Attached**

Contractor Evaluation Form

Contractor Performance Report

Contact Information

Samir Abdullahi, Director, Select Fulton 404-612-8120

Contract Attached

No

Previous Contracts

Choose an item.

Total Contract Value

Original Approved Amount: \$125,000.00

Agenda Item No.: 23-0317

Meeting Date: 5/3/2023

Previous Adjustments: \$0.00
This Request: \$125,000.00
TOTAL: \$250,000.00

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:

461-120-WA46-1160: Grants, Economic Development, Professional Services \$62,500

Funding Line 2:

461-120-WD46-1160: Grants, Economic Development, Professional Services \$25,000

Funding Line 3:

461-120-YO22-1160: Grants, Economic Development, Professional Services \$24,000

Funding Line 4:

461-120-YI22-1160: Grants, Economic Development, Professional Services \$13,000

Key Contract Terms	
Start Date: 7/1/2023	End Date: 6/30/2024
Cost Adjustment:	Renewal/Extension Terms: T Renewal Options remain

Overall Contractor Performance Rating: 97

Would you select/recommend this vendor again?

Yes

Report Period Start: 7/1/2022
Report Period End: 3/21/2023

Contract Renewal Evaluation Form

Date:	March 16, 2023
Department:	Economic Development
Contract Number:	22RFP0119B-PS
Contract Title:	Workforce Service Delivery Providing One-Stop Operator Services

Instructions:

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

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

This vendor and this project operate One-Stop management to serve Fulton County residents in the career centers. Alignment with the Career Services contract provides administrative cost savings and more efficient service delivery.

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

☐ Internet search of pricing for same product or service:

Date of search: .

Price found: .

Different features / Conditions:

Percent difference between internet price and renewal price:

Explanation / Notes:

.

☐ **Market Survey of other jurisdictions:**

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

Explanation / Notes:

This project was procured through a competitively bid process in 2022.

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

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

Yes, the current expenditure rate of the contractor will result in the fulfillment of the contract.

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

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

Date of last purchase:	
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.

Explanation / Notes:

This project was recently procured through a competitively bid process [Click here to enter text.](#)

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

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

Federal law requires that the One-Stop Operator be competitively procured.

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

If not approved, grant funds would be recaptured

Brett Lacy

March 16, 2023

Prepared by

Date



March 16, 2023

Department Head

Date



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Select Fulton Workforce

BID/RFP# NUMBER: 22RFP0119B-PS

BID/RFP# TITLE: One Stop Operator

ORIGINAL APPROVAL DATE: April 20, 2022

RENEWAL EFFECTIVE DATES: July 1, 2023 through June 30, 2024

RENEWAL OPTION #: 1 of 3

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$125,000.00

COMPANY'S NAME: Arbor E&T, LLC dba Equus Workforce Solutions

ADDRESS: 9200 Shelbyville Road, Suite 210

CITY: Louisville

STATE: KY

ZIP: 40222

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

**Arbor E&T, LLC dba Equus
Workforce Solutions**

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

**Mark Douglass
President**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Samir Abdullahi, Director
Select Fulton**

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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Performance Evaluation Details

ID	E2
Project	WIOA One Stop Operator
Project Number	22RFP0119B-PS
Supplier	Arbor E&T, LLC dba Equus Workforce Solutions
Supplier Project Contact	Christie Greene (preferred language: English)
Performance Program	Professional Services
Evaluation Period	01/01/2023 to 03/31/2023
Effective Date	04/03/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	04/03/2023 09:48 AM EDT
Completion Date	04/03/2023 09:48 AM EDT
Evaluation Score	97

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

20/20

Rating

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

Comments

Not Specified

SCHEDULE

20/20

Rating

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

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

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

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

20/20

Rating

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

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

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

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0318

Meeting Date: 5/3/2023

Department

Select Fulton

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

Request approval to renew existing contracts - Select Fulton - Workforce Development Divisions, 22RFP0121B-PS, Adult and Dislocated Services for Select Fulton in the amount of \$1,725,125.00 with Arbor E&T, LLC dba Equus Workforce Solutions (Louisville, KY) to provide adult and dislocated career center services. This action exercises the first of three renewal options. Two renewal options remain. Effective dates: July 1, 2023 through June 30, 2024. This contract is 100% grant funded.

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

Click or tap here to enter text.

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?

Choose an item.

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: Click or tap here to enter text.

Project Implications: Click or tap here to enter text.

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

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

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.*)

Click or tap here to enter text.

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

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

Click or tap here to enter text.

Contract Attached

Choose an item.

Previous Contracts

Choose an item.

Total Contract Value

Original Approved Amount: Click here to enter text.

Previous Adjustments: [Click here to enter text.](#)
This Request: [Click here to enter text.](#)
TOTAL: [Click here to enter text.](#)

Grant Information Summary

Amount Requested: [Click here to enter text.](#) ☐ Cash
Match Required: [Click here to enter text.](#) ☐ In-Kind
Start Date: [Click here to enter text.](#) ☐ Approval to Award
End Date: [Click here to enter text.](#) ☐ Apply & Accept
Match Account \$: [Click here to enter text.](#)

Fiscal Impact / Funding Source

Funding Line 1:

[Click here to enter text.](#)

Funding Line 2:

[Click here to enter text.](#)

Funding Line 3:

[Click here to enter text.](#)

Funding Line 4:

[Click here to enter text.](#)

Funding Line 5:

[Click here to enter text.](#)

Key Contract Terms	
Start Date: Click here to enter a date.	End Date: Click here to enter a date.
Cost Adjustment: Click here to enter text.	Renewal/Extension Terms: Click here to enter text.

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Choose an item.

Agenda Item No.: 23-0318

Meeting Date: 5/3/2023

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

[Click here to enter a date.](#) [Click here to enter a date.](#)

Contract Renewal Evaluation Form

Date:	March 16, 2023
Department:	Economic Development
Contract Number:	22RFP0121B-PS
Contract Title:	Workforce Service Delivery Providing Adult and Dislocated Worker Services

Instructions:

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

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

This vendor and this project operate Career Services team to serve Fulton County residents. Under this renewal, more funding will go to directly benefits participants in the Career Services team.

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

☐ Internet search of pricing for same product or service:

Date of search:

Price found:

Different features / Conditions:

Percent difference between internet price and renewal price:

Explanation / Notes:

.

☐ **Market Survey of other jurisdictions:**

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

Explanation / Notes:

This project was procured through a competitively bid process in 2022.

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

[Click here to enter text.](#)

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

Yes, the current expenditure rate of the contractor will result in the fulfillment of the contract.

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

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

Date of last purchase:
Price paid:
Inflation rate:
Adjusted price:
Percent difference between past purchase price and renewal price:

Explanation / Notes:

This project was recently procured through a competitively bid process [Click here to enter text.](#)

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

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

The BOC, by approving this contract, moved Career Center Services to be outsourced to a provider to prevent spending under runs in the Workforce grant.

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

If not approved, grant funds would be recaptured

Brett Lacy

March 16, 2023

Prepared by

Date



March 16, 2023

Department Head

Date



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Select Fulton

BID/RFP# NUMBER: 22RFP0121B-PS

BID/RFP# TITLE: Adult and Dislocated Worker Services

ORIGINAL APPROVAL DATE: April 20, 2022

RENEWAL EFFECTIVE DATES: July 1, 2023 through June 30, 2024

RENEWAL OPTION #: 1 of 3

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$1,725,125.00

COMPANY'S NAME: Arbor E&T, LLC dba Equus Workforce Solutions

ADDRESS: 9200 Shelbyville Road, Suite 210

CITY: Louisville

STATE: KY

ZIP: 40222

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

**Arbor E&T, LLC dba Equus
Workforce Solutions**

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

**Mark Douglass
President**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Samir Abdullahi, Director
Select Fulton**

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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Performance Evaluation Details

ID	E2
Project	WIOA Adult and Dislocated Worker Services
Project Number	22RFP0121B-PS
Supplier	Arbor E&T, LLC dba Equus Workforce Solutions
Supplier Project Contact	Christie Greene (preferred language: English)
Performance Program	Professional Services
Evaluation Period	01/01/2023 to 03/31/2023
Effective Date	04/03/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	04/03/2023 09:48 AM EDT
Completion Date	04/03/2023 09:48 AM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

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

PROJECT MANAGEMENT

17/20

Rating

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments

Not Specified

SCHEDULE

17/20

Rating

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

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

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

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

20/20

Rating

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

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

14/20

Rating

Satisfactory: Issues of compliance with Contract documents were resolved in a timely manner to the the User Department's satisfaction.

Comments

Some invoices require correction and additional supporting documentation. Resolved quickly and resubmitted.

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0319

Meeting Date: 5/3/2023

Department

Select Fulton

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

Request approval to renew existing contracts - Select Fulton Workforce Development Divisions 22RFP0120B-PS, Youth Services for Select Fulton in the amount of \$600,000.00 with Arbor E&T, LLC dba Equus Workforce Solutions (Louisville, KY) to provide youth career center services. This action exercises the first of three renewal options. Two renewal options remain. Effective dates: July 1, 2023 through June 30, 2024. This contract is 100% grant funded.

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

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

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

Infrastructure and Economic Development

Commission Districts Affected

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

Is this a purchasing item?

Yes

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

Youth Services • career planning, education, training and employment services for in-school youth (ISY) and out-of- school youth (OSY) who are aged 14-24; • Services are for continuous, full-year programs; • All programs are required to recruit WIOA-eligible participants from their service area, enter data into a WIOA Case Management System, and provide a full range of WIOA services until

participants exit from WIOA programs and services; • Exit outcomes from services provided must include combinations of the credential attainment (high school diploma/GED), basic skills improvement, nationally-recognized occupational certification/credentials, employment and entry into post-secondary/advanced education.

Scope of Work: None

Community Impact: Recommend Approval

Department Recommendation: None

Project Implications: None

Community Issues/Concerns: None

Department Issues/Concerns: None

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0276	04/20/2022	\$600,000.00
1st Renewal			\$600,000.00
Total Revised Amount			\$1,200,000.00

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

Contract Value: \$600,000.00

Prime Vendor: Arbor E & T, LLC dba Equus Workforce Solutions
Prime Status: Non-Minority
Location: Louisville, KY
County: Jefferson County
Prime Value: \$570,000.00 or 95.00%

Subcontractor: NOIYSE Consulting dba NOIYSE
Subcontractor Status: African American Female Business Enterprise
Location: College, GA
County: Fulton County
Subcontractor Value: \$12,480.00 or 2.08%

Subcontractor: Dominus Gray
Subcontractor Status: African American Male Business Enterprise
Location: Atlanta, GA
County: Fulton County
Subcontractor Value: \$17,520.00 or 2.92%

Total Contract Value: \$600,000.00 or 100.00%
Total Certified Value: \$30,000.00 or 5.00%

Exhibits Attached

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

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

Samir Abdullahi, Director, Select Fulton 404-612-8120

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$600,000.00
Previous Adjustments: \$0.00
This Request: \$600,000.00
TOTAL: \$1,200,000.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

461-120-YO22-1160: Grants-Economic Development- WIOA PY22 Youth Program-Professional Service- \$73,000

Funding Line 2:

461-120-YI23-1160: Grants-Economic Development- -Professional Service \$137,000

Funding Line 3:

461-120-YO23-1160: Grants-Economic Development- -Professional Service \$390,000

Key Contract Terms	
Start Date: 7/1/2023	End Date: 6/30/2024
Cost Adjustment:	Renewal/Extension Terms: T Renewal Options Remain

Overall Contractor Performance Rating: 88

Would you select/recommend this vendor again?

Yes

Report Period Start:
7/1/2022

Report Period End:
3/21/2023

Contract Renewal Evaluation Form

Date:	March 16, 2023
Department:	Economic Development
Contract Number:	22RFP0120B-PS
Contract Title:	Workforce Service Delivery Providing Youth Services

Instructions:

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

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

This vendor and this project operate Career Services team to serve Fulton County residents. Under this renewal, more funding will go to directly benefits participants in the Career Services team.

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

☐ Internet search of pricing for same product or service:

Date of search:

Price found:

Different features / Conditions:

Percent difference between internet price and renewal price:

Explanation / Notes:

.

☐ **Market Survey of other jurisdictions:**

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

Explanation / Notes:

This project was procured through a competitively bid process in 2022.

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

[Click here to enter text.](#)

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

Yes, the current expenditure rate of the contractor will result in the fulfillment of the contract.

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

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

Date of last purchase:
Price paid:
Inflation rate:
Adjusted price:
Percent difference between past purchase price and renewal price:

Explanation / Notes:

This project was recently procured through a competitively bid process [Click here to enter text.](#)

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

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

The BOC, by approving this contract, moved Career Center Services to be outsourced to a provider to prevent spending under runs in the Workforce grant.

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

If not approved, grant funds would be recaptured

Brett Lacy

March 16, 2023

Prepared by

Date



March 16, 2023

Department Head

Date



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Select Fulton

BID/RFP# NUMBER: 22RFP0120B-PS

BID/RFP# TITLE: Youth Services

ORIGINAL APPROVAL DATE: April 20, 2022

RENEWAL EFFECTIVE DATES: July 1, 2023 through June 30, 2024

RENEWAL OPTION #: 1 of 3

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$600,000.00

COMPANY'S NAME: Arbor E&T, LLC dba Equus Workforce Solutions

ADDRESS: 9200 Shelbyville Road, Suite 210

CITY: Louisville

STATE: KY

ZIP: 40222

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

**Arbor E&T, LLC dba Equus
Workforce Solutions**

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

**Mark Douglass
President**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Samir Abdullahi, Director
Select Fulton**

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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Performance Evaluation Details

ID	E2
Project	WIOA Youth Services
Project Number	22RFP0120B-PS
Supplier	Arbor E&T, LLC dba Equus Workforce Solutions
Supplier Project Contact	Christie Greene (preferred language: English)
Performance Program	Professional Services
Evaluation Period	01/01/2023 to 03/31/2023
Effective Date	04/03/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	04/03/2023 09:48 AM EDT
Completion Date	04/03/2023 09:48 AM EDT
Evaluation Score	88

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

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

PROJECT MANAGEMENT

17/20

Rating

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments

Not Specified

SCHEDULE

17/20

Rating

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

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

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

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

20/20

Rating

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

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

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

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0253

Meeting Date: 5/3/2023

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

Request approval of a Resolution by the Fulton County Board of Commissioners directing the County Manager and County Attorney to develop a plan for the Board of Commissioners' consideration for Legislation authorizing a Countywide Special Local Option Sales Tax to support Healthcare infrastructure and foster stabilization on Healthcare services Countywide; and for other matters.

(Ellis) (HELD ON 4/19/23)

1 A RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS
2 DIRECTING THE COUNTY MANAGER AND COUNTY ATTORNEY TO DEVELOP A
3 PLAN FOR THE BOARD OF COMMISSIONERS' CONSIDERATION OF OTHER NON-
4 PROPERTY TAX REVENUE OPTIONS, INCLUDING BUT NOT LIMITED TO,
5 LEGISLATION AUTHORIZING A COUNTYWIDE SPECIAL LOCAL OPTION SALES
6 TAX TO SUPPORT HEALTHCARE INFRASTRUCTURE AND FOSTER
7 STABILIZATION OF HEALTHCARE SERVICES COUNTYWIDE; AND FOR OTHER
8 MATTERS.

9 WHEREAS, the provision of quality, accessible healthcare is critical for county
10 residents to lead productive lives and to enabling economic stability; and

11 WHEREAS, the governing authority of Fulton County, Georgia plays a critical role
12 in ensuring all county residents have access to health services; and

13 WHEREAS, since 1978, Fulton County has provided nearly \$3 Billion in direct
14 funding to support Grady Memorial Hospital ("Grady Hospital"); and

15 WHEREAS, Grady Hospital stands as the tenth largest public hospital in the United
16 States, plays a vital role in the provision of services to the indigent, and is recognized as
17 one of the busiest Level I trauma centers countrywide; and

18 WHEREAS, through its General Fund, the governing authority of Fulton County
19 provided over \$100 million in funding in 2022 to support the provision of safety net public
20 and behavioral health services for Fulton residents; and

21 WHEREAS, the combined annual county government funding for health services
22 by DeKalb, Gwinnett and Cobb Counties is roughly \$29 million; and

23 WHEREAS, the revenue to support Fulton County's investment in healthcare
24 services is nearly exclusively provided by property taxes; and

25 WHEREAS, the cumulative multi-year investment in public health positioned
26 Fulton County to deliver a state and nation leading response to the COVID-19 pandemic;
27 and

1 **WHEREAS**, despite the investment in public health by Fulton County and the
2 private sector, deficiencies and gaps in accessible healthcare remain in portions of the
3 county and recent closures of two private hospitals exacerbate those gaps; and

4 **WHEREAS**, Fulton County has a thriving economy and is a jobs engine, providing
5 significant employment opportunities in a wide range of industries, including
6 entertainment, logistics, education, technology, retail, travel and hospitality, and
7 healthcare; and

8 **WHEREAS**, millions of non-Fulton County residents travel to Fulton County for
9 conventions, sporting and entertainment events, jobs, school, and other services; and

10 **WHEREAS**, Fulton County's economic activity has produced billions of dollars in
11 sales tax revenue to support the State and local governments, and the sales tax revenue
12 generated from a one cent countywide sales tax equated to \$362,647,916.00 in 2022;
13 and

14 **WHEREAS**, such significant sales tax revenue is produced yearly to support the
15 Metropolitan Atlanta Rapid Transit Authority ("MARTA"), education, transportation
16 infrastructure and other infrastructure; and

17 **WHEREAS**, multiple local options sales taxes presently exist in Fulton County
18 today, including but not limited to a one cent sales tax for MARTA countywide, an
19 additional half cent sales tax for MARTA within the City of Atlanta, a 0.75 (three-quarters
20 cent) sales tax for transportation infrastructure for Fulton County outside of Atlanta, a one
21 cent sales tax for Fulton County Schools, and a one cent sale tax for Atlanta Public
22 Schools; and

1 **WHEREAS**, sales tax revenue has proven to be a consistent and tax efficient
2 mechanism to fund critical infrastructure for local government by balancing the burden
3 that would otherwise be more fully placed on property owners with consumption based
4 taxing as well; and

5 **WHEREAS**, continuing to place the growing financial burden of funding public
6 health infrastructure and services on property owners in Fulton County is no longer a
7 viable approach and other means of funding these services are required to ensure that
8 property tax burdens remain reasonable and other critical mandated government services
9 can be funded and effectively delivered.

10 **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of
11 Commissioners hereby directs the County Manager and County Attorney to develop a
12 plan within ninety (90) days, for Board of Commissioners' consideration, that would result
13 in other non-property tax revenue options, including but not limited to, legislation
14 authorizing a countywide special local option sales tax to support healthcare infrastructure
15 and foster stabilization of healthcare services countywide.

16 **BE IT FINALLY RESOLVED**, that this resolution shall become effective upon
17 adoption by a majority vote of the Board of Commissioners.

18 **SO PASSED AND ADOPTED**, this 3rd day of May, 2023.

19
20
21
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24
25

**FULTON COUNTY BOARD OF
COMMISSIONERS**

SPONSORED BY:

Vice-Chair Bob Ellis, District 2

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.: 23-0320

Meeting Date: 5/3/2023

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

Request approval of a Resolution by the Fulton County Board of Commissioners adopting desired goals and standards for criminal cases handled within the Fulton County Justice System; urging all elected and appointed officials serving in a Fulton justice capacity to focus their efforts towards meeting these standards; and for other purposes. **(Ellis)**

1 **A RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS**
2 **ADOPTING DESIRED GOALS AND STANDARDS FOR CRIMINAL CASES HANDLED**
3 **WITHIN THE FULTON COUNTY JUSTICE SYSTEM; URGING ALL ELECTED AND**
4 **APPOINTED OFFICIALS SERVING IN A FULTON JUSTICE CAPACITY TO FOCUS**
5 **THEIR EFFORTS TOWARDS MEETING THESE STANDARDS; AND FOR OTHER**
6 **PURPOSES.**

7 **WHEREAS**, effective criminal case management is critical to Fulton County
8 citizens as it leads to stronger public safety outcomes, ensures due process for those
9 accused of crimes, provides for better likelihoods of decreased recidivism, and yields
10 more efficient and proper use of taxpayer funds; and

11 **WHEREAS**, establishing standard expectations and goals is critical to achieving
12 success, fostering accountability, and providing transparency to stakeholders; and

13 **WHEREAS**, Fulton County, Georgia plays a critical role, through the Fulton County
14 Justice System, in ensuring the public safety of all residents and visitors; and

15 **WHEREAS**, Fulton County taxpayers commit significant funding toward the
16 operation of the Fulton County Justice System, totaling \$431,435,556. in Fulton County
17 General Fund budgeted dollars in 2023, which represents a 16.5% increase over 2022
18 actual General Fund dollars expended; and

19 **WHEREAS**, the Fulton County Board of Commissioners allocated an additional
20 \$27,839,470 in funding, outside of its General Fund, to the Fulton County Justice System
21 through available American Rescue Plan Act of 2021 (ARPA) funds; and

22 **WHEREAS**, it is critical that these funds be expended wisely and have maximum
23 impact in ensuring effective criminal case management and that Fulton County taxpayers
24 and the Board of Commissioners have standards and goals in place for measuring the
25 effectiveness in which these funds are expended; and

1 **WHEREAS**, the National Center for State Courts (NCSC) has developed various
2 standards for measuring court performance which draw on the civic ideals and major
3 performance areas unique to courts, as defined by the Trial Court Performance
4 Standards; and

5 **WHEREAS**, one standard identified by NCSC is *time to disposition for felony*
6 *cases*, defined as the percentage of cases disposed or otherwise resolved within
7 established time frames, specifically identifying two such time frame standards of 90% of
8 felony cases disposed within 180 days and 98% within 365 days; and

9 **WHEREAS**, an additional standard identified by NCSS is *clearance rate for*
10 *criminal cases*, defined as the number of outgoing cases as a percentage of the number
11 of incoming cases, and per NCSS, courts should aspire to clear (i.e., dispose of) at least
12 as many cases as have been filed/reopened/reactivated in a period by having a clearance
13 rate of 100% or higher; and

14 **WHEREAS**, two additional measures of effective criminal case management that
15 have major impacts are *average length of inmate stay* and the *percentage of jail*
16 *population which is unindicted*, and per our recent jail feasibility study, we learned that
17 well performing justice systems have average lengths of stay of 30 days and that pre-
18 COVID levels of the percentage of jail population which were unindicted were less than
19 10%; and

20 **WHEREAS**, the Board of Commissioners recognizes the critical nature of effective
21 criminal case management and adopts the following goals and standards for
22 measurement of effective criminal case management:

- 23 • Average Length of Inmate Stay: 30 days or less;

- Percentage of Jail Population Unindicted: Less than 10%;
- Clearance rate for Criminal Cases: No less than 100%;
- 90% of felony cases disposed within 180 days; and
- 98% of felony cases disposed within 365 days.

WHEREAS, the Board of Commissioners finds that it would be in the best interest of all citizens of Fulton County if its justice partners adopt the goals and standards for measurement of effective criminal case management set forth herein and urges them to do so for the betterment of the Fulton County Justice System.

NOW, THEREFORE, BE IT RESOLVED, that the Fulton County Board of Commissioners hereby directs the County Manager to provide a standard reporting on a monthly basis of the measurements set for in this Resolution to the Board of Commissioners and for such reports to be provided to the public via Fulton County's website, and that such reports also be shared with all elected and appointed officials in the Fulton County Justice System as well as distribute a copy of this Resolution to these elected and appointed officials.

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

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this 3rd day of May, 2023.

FULTON COUNTY BOARD OF COMMISSIONERS

Sponsored by:

Bob Ellis, Vice-Chair (District 2)

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.: 23-0321

Meeting Date: 5/3/2023

Department

Senior Services

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

Presentation and request approval of the Senior Transportation Uber/Lyft Program update and implementation of such.

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

Request 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?

No

Summary & Background Presentation of the Senior Transportation Uber/Lyft Program Update and request approval of program recommendations.

Community Impact: Trip utilization by community members has increased by 22% since March 2022. The Uber/Lyft senior transportation program enables seniors to age in place and continue to remain active in their community.

Department Recommendation: The Department of Senior Services recommends Board approval.

Project Implications:

Community Issues/Concerns

Department Issues/Concerns: The Department is concerned about public trust, consumer confidence and the ability to pursue its mission in good faith with defensible management and government practices.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0322

Meeting Date: 5/3/2023

Department

Select Fulton

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

Presentation on Select Fulton - Workforce Development update to Board of Commissioners.

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)*

Infrastructure and Economic Development

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

Choose an item.

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:

Community Impact:

Department Recommendation:

Project Implications:

Community Issues/Concerns:

Agenda Item No.: 23-0322

Meeting Date: 5/3/2023

Department Issues/Concerns:



Fulton



Connecting Talent with Opportunity
A proud partner of the AmericanJobCenter network



Workforce Development 2023 Annual Performance Report



May 3rd, 2023

Workforce Development: **Year in Review**



Performance Success



Strategic Planning



Program Year Priorities

What We Do

Serve residents with **career development** and **training** to build a world-class workforce to **strengthen families and neighborhoods** through Federal Workforce Innovation and Opportunity Act (WIOA) funds.

Core Services

- Adult and Youth Career and Employment Services
- Business Services
- Supportive Services while in training



Workforce Development: Year in Review



Strong Workforce Leadership



- Workforce Board continues to meet in person at unique Training and Employment sites
- Consistent leadership with Deputy Director, Brett Lacy
- Consistent 11 person staff despite COVID-19



Workforce Development: **Performance**



Met or Exceeded 15 / 15 Performance Measures

154 Gained Employment

- 336 currently enrolled in training



\$2,667,906 in Annual Earnings

- \$5.94 in salary for every \$1.00 we spend



Median Salary of \$31,387



Workforce Development: Strategic Planning



2023 Workforce Board Retreat



Maximize Grant Impact

- Activation of Business Services
- Seek private sector and foundation funding
- Opportunity Groups: Youths, Single Mothers and Justice Partners



Workforce Development: **Priorities**



Focus on Innovation and Access to Services

Innovative Funding Braiding

- First LWDA to enter into agreement with SNAP to co-enroll customers, working with Goodwill on serving those particularly in south Fulton communities

Maximizing Access Points

- Weekly use of Mobile Unit to promote program services
- Creates referral access point at area job fairs

Coordinated Regional Branding

- Success of ATLWorks.org campaign
 - Over 100 signups monthly for Fulton
- 87% Customer Service satisfaction

