

FULTON COUNTY BOARD OF COMMISSIONERS

RECESS MEETING

September 20, 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**23-0601 Board of Commissioners**

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

23-0602 Board of Commissioners

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Dewayne Crowder Appreciation Day." **(Abdur-Rahman)**
September 6, 2023

Proclamation recognizing "Deacon Alvin Miles, Sr. Remembrance Day." **(Pitts)**
September 9, 2023

Proclamation recognizing "Deaconess Sarah M. Baccus Miles Remembrance Day." **(Pitts)**
September 9, 2023

Proclamation recognizing "Minister Alvin Miles, Jr. Remembrance Day." **(Pitts)**
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Proclamation recognizing "Deacon Gerald W. Ware Remembrance Day." **(Pitts)**
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Proclamation recognizing "Samuel Howard Archer High School Alumni Association Appreciation Day." **(Abdur-Rahman)**
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Proclamation recognizing "Lawrence Washington Appreciation Day." **(Hall)**
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Proclamation recognizing "Dwight Eubanks Appreciation Day." **(Hall)**
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Proclamation recognizing "Robert Ector Appreciation Day." **(Hall)**
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Proclamation recognizing "Derek Fonzworth Bentley Appreciation Day." **(Hall)**
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Proclamation recognizing "Devyne Stephens Appreciation Day." **(Hall)**
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Proclamation recognizing "Rico Wade Appreciation Day." **(Hall)**
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Proclamation recognizing "Shannon Balenciaga Appreciation Day." **(Arrington)**
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Proclamation recognizing "Melva Costen Remembrance Day." **(Abdur-Rahman)**
September 16, 2023

Proclamation recognizing "Summer Lucille Appreciation Day." **(Abdur-Rahman)**
September 16, 2023

Open & Responsible Government

23-0603 Finance

No action is requested. This reporting is being provided to meet the quarterly reporting requirement for monetary transfers amount budget funds per Board Resolution #09-1262.

23-0604 Finance

Ratification of August 2023 Grants Activity Report.

23-0605 Real Estate and Asset Management

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 21ITB131850C-MH, Countywide Spot Cooler and Heat Pump Rental in the amount of \$36,000.00 with Spot Coolers, Inc. (Peachtree Corners, GA) to provide on-site portable air-cooled spot coolers and heat pump rental units with the necessary accessories for set-up on an "as needed" basis for designated Fulton County facilities. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2024 through December 31, 2024.

Arts and Libraries**23-0606 Arts and Culture**

Request approval to extend an existing contract - Department of Arts & Culture, SWC 99999-SPD-0000136-0008, Temporary Staffing Services with Corporate Temps Inc. (Norcross, Georgia) at no additional cost to provide temporary staffing services for an additional six (6) month period. Effective dates: July 1, 2023 through December 31, 2023.

Health and Human Services**23-0607 Department for HIV Elimination**

Request approval to amend existing contracts to increase the spending authority of "Ryan White Part A" grant subrecipients pursuant to the Health Resources and Services Administration award #2 H89HA0007-32-00 in the amount of \$2,725,000.00 for FY23 and \$2,725,000.00 for FY24, subject to Federal funding. Contracts are 100% grant funded with no Fulton County match. Requests authorization for the Chairman to execute contracts with eight selected subrecipients. To protect the interest of the County, the County Attorney is authorized to approve the contracts as to form and substance and make any necessary modifications thereto prior to execution by the Chair. Effective upon BOC approval.

Infrastructure and Economic Development**23-0608 Real Estate and Asset Management**

Request approval of a Sewer Easement Dedication of 21,059 square feet to Fulton County, a political subdivision of the State of Georgia, from EA Homes, LP., for the purpose of constructing the Firefly Project at 3000 Hembree Road, Alpharetta, Georgia 30009.

23-0609 Real Estate and Asset Management

Request approval of a Water Line Easement Dedication of 30,751 square feet to Fulton County, a political subdivision of the State of Georgia, from EA Homes, LP for the purpose of constructing the Firefly Project at 3000 Hembree Road, Alpharetta, Georgia 30009.

23-0610 Real Estate and Asset Management

Request approval of a Water Line Easement Dedication of 10,221 square feet to Fulton County, a political subdivision of the State of Georgia, from Branyan Trail, LLC for the purpose of constructing the Crabapple Market Residential Project at 0 Crabapple Circle, Milton, Georgia 30004.

23-0611 Real Estate and Asset Management

Request approval of a Water Line Easement Dedication of 179,162 square feet to Fulton County, a political subdivision of the State of Georgia, from Windward Park Master Association, Inc. for the purpose of constructing the Windward Park Commercial District Project at 0 Northpoint Parkway, Alpharetta, Georgia 30005.

Justice and Safety**23-0612 Sheriff**

Request approval to extend an existing contract, Fulton County Sheriff's Office 20RFP126238B-YJ, Behavioral Health & Addictive Disease Counseling in an amount not to exceed \$54,000.00 with Chris 180 to provide the Second Chance Act Improving Reentry for Adults with Co-Occurring Substance Abuse and Mental Illness (CSAMI), Grant) for an additional six month period. Effective October 1, 2023 to March 31, 2024. 100% grant funded.

23-0613 Sheriff

Request approval to extend an existing contract, Fulton County Sheriff's Office with Justice Solutions, to align with the existing term October 1, 2019 through to September 30, 2023 a new contract term of October 1, 2023 through September 30, 2024. FY19 Second Chance Act Improving Reentry for Adults with Co-Occurring Substance Abuse and Mental Illness (CSAMI) U.S. Department of Justice Grant. Effective upon BOC approval. 100% grant funded.

23-0614 Sheriff

Request approval to renew existing contracts - Sheriff's Office, 22RFP0405B-PS, Delinquent Tax Sales with Government Tax Services, Inc. (Carrollton, Georgia) to provide type-written title examinations, abstracts, and delinquent tax sales preparation services. This action exercises the first of three renewal options. Two renewal options remain. Effective November 1, 2023, through July 31, 2024. This is a revenue generating contract.

23-0615 Medical Examiner

Request approval to renew an existing contract on behalf of the Fulton County Office of the Medical Examiner and the Emory University School of Medicine Office of Graduate Medical Education Department of Pathology to provide clinical education experiences for graduate medical students enrolled in the Forensic Pathology Fellowship Program; and authorizing the County Attorney to make any necessary modifications to the form of the agreements prior to execution by the Chairman to protect the interest of the County. The County is not required to pay any compensation. This action exercises the second of five (5) renewal options. Three (3) renewal options remain. Effective upon BOC approval.

23-0616 Medical Examiner

Request approval of a contract on behalf of the Fulton County Office of the Medical Examiner and The Department of Chemistry and Forensic Science for Savannah State University. The Department of Chemistry and Forensic Science for Savannah State University hereby agrees to perform DNA kinship testing on an individual case-by-case basis as needed and requested by the Fulton County Medical Examiner Office on a case-by-case basis not to exceed \$15,000.00. Effective upon approval through July 30, 2024.

23-0617 Superior Court Administration

Request approval of an Intergovernmental Agreement (IGA) between The Georgia Department of Community Supervision and Fulton County, Georgia to implement weekend non-jury criminal court proceedings ("Weekend Court Proceedings") at the Fulton County Jail in an amount not to exceed \$2,000.00 for the term effective September 1, 2023 and ending December 31, 2023, with options to renew; and to authorize the County Attorney to amend as to legal form as necessary.

23-0618 State Court

Request approval to renew an existing contract, State Court, 14RFP93286A-CJC, E-Filing System with File & ServeXpress, LLC (Irving, TX), to provide an integrated electronic filing system for all case types within the jurisdiction of the State Court. This exercises the first of one renewal option. No renewal options remain. The renewal term is for a two-year period. Effective dates: October 5, 2023 through October 4, 2025. This is a revenue-generating contract.

RECESS MEETING AGENDA**23-0619 Board of Commissioners**

Adoption of the Recess Meeting Agenda.

23-0620 Clerk to the Commission

Ratification of Minutes.

Recess Meeting Minutes, August 16, 2023

Regular Meeting Post Agenda Minutes, September 6, 2023

23-0621 Board of Commissioners

Presentation of Proclamations and Certificates.

Proclamation recognizing "Minority Business Opportunity Week." **(BOC)**

Proclamation recognizing "Corporal Jordan Ennis Appreciation Day."
(Abdur-Rahman)

PUBLIC HEARINGS**23-0622 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**Metropolitan Atlanta Rapid Transit Authority****23-0623 Board of Commissioners**
MARTA Quarterly Briefing**COUNTY MANAGER'S RENEWAL ITEMS****Open & Responsible Government****23-0624 Real Estate and Asset Management**

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 21ITB130203C-MH, Mail Services Operation in the amount of \$351,573.24 with Moore Partners, Inc., dba More Business Solutions (Peachtree Corners, GA), to provide mail services Countywide. This action exercises the second of two renewal option. No renewal options remain. Effective dates: January 1, 2024 through December 31, 2024.

23-0625 Real Estate and Asset Management

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 22ITB134949C-GS, Tree Removal Services Countywide in an amount not to exceed \$309,000.00 with Arborserv, Inc. (Lithonia, GA), to provide on-site tree removal services Countywide under emergency/storm related situations or as-needed basis. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2024, through December 31, 2024.

23-0626 Real Estate and Asset Management

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 22ITB132332C-GS, Solid Waste Disposal and Recycling Services Countywide in the total amount not to exceed \$1,344,000.00 with (A) Latham Home Sanitation Company, Inc. (Loganville, GA) in the amount not to exceed \$660,000.00; and (B) Georgia Waste Systems, LLC dba Waste Management of Atlanta South, (Lake City, GA) in the amount not to exceed \$684,000.00, to provide landfill solid waste disposal and single stream recycling services for Fulton County facilities. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2024, through December 31, 2024.

COUNTY MANAGER'S ITEMS**Open & Responsible Government****23-0627 County Manager**

Presentation of the Fulton County Operational Report.

23-0628 Registration & Elections

Request approval to increase the compensation for the Fulton County Board of Registration and Elections ("BRE"). If approved, the monthly compensation for the BRE chairperson will increase from \$300.00 to \$600.00, and the monthly compensation for the remaining BRE Members will increase from \$250.00 to \$500.00. This increase will be effective upon the BOC's approval.

23-0629 Real Estate and Asset Management

Request approval to award contract without competition - Department of Real Estate and Asset Management, 23SS81723C-MH, Countywide Postage Services in the amount of \$2,600,000.00 with the United States Postal Services (Atlanta, GA), to provide postage services for Fulton County agencies. Effective dates: January 1, 2024 through December 31, 2024.

23-0630 Real Estate and Asset Management

Request approval of an Acceptance Letter for Georgia Power's Make Ready Program, which will fund the electrical infrastructure for public electric vehicle (EV) charging stations at the Metropolitan Library. Effective upon BOC approval.

23-0631 Real Estate and Asset Management

Request approval to Increase Spending Authority - Department of Real Estate and Asset Management, 21RFP127274K-BKJ, Comprehensive Operation and Preventive and Predictive Maintenance Services for the Fulton County Jail and the South Fulton Municipal Regional Jail in the amount of \$1,230,530.00 with Johnson Controls, Inc. (Atlanta, GA), to provide support services for the Jail Bridging Plan at the Fulton County Jail. Effective upon BOC approval.

23-0632 Real Estate and Asset Management

Request approval to amend existing contract - Fulton County Library System, 11RFP78732K-NH, Furniture, Fixtures and Equipment (FF&E) Consulting Services for the Library Capital Improvement Program, Phase II (FCLS-CIP) with Hillsman, Inc. (Alpharetta, GA) in an amount not to exceed \$25,300.00 for an increase in fees for interior design, furniture selection, procurement of furniture and furnishings and installation of all procured items for Peachtree Library, MLK, Jr. Library and East Point Library Expansion. Effective upon BOC approval until projects are completed as determine by the County.

23-0633 Real Estate and Asset Management

Request approval to amend existing contract - Fulton County Library System, 11RFP78733K-NH, Wayfinding Design Services for the Library Capital Improvement Program (CIP), Phase II in the amount of \$7,400.00 with Page Southerland Page, Inc. (Atlanta, GA) to provide Wayfinding Programming, Design and Construction Administration Services for East Point Library. Effective upon approval; until projects are completed as determine by the County.

23-0634 Real Estate and Asset Management

Request approval to increase spending authority - Department of Real Estate and Asset Management, 22ITB134934C-MH, Moving Services in an amount not to exceed \$555,397.00 with Tuxedo Logistics, LLC dba Allied Commercial Services (Columbus, GA), to cover the costs to support Phase II for the relocation of Clerk of Superior Court, Sheriff's Office, Information Technology, DREAM, Police, and Marshal's Office to the County Central Warehouse. Effective upon BOC approval.

Health and Human Services**23-0635 Community Development**

Request approval to increase spending authority - Department of Community Development, 22RFP026A-CJC, Housing Rehabilitation Program in the amount not to exceed \$662,401.00 with Meals on Wheels, Inc. (Atlanta, GA), to provide housing rehabilitation services including general program administration, marketing, customer relations, applicant screening and qualification, project management, contractor oversight, and reporting. Effective upon BOC approval.

23-0636 Public Works

Request approval of lowest responsible bidder - Public Works, 23ITB139005A-JWT Standby Utility Pavement Patching & Paving Services in an amount not to exceed \$300,000.00 with the K&E Group USA LLC (Atlanta, GA), to provide standby utility pavement patching and paving services effective upon execution of contract through December 31, 2023, with two renewal options.

23-0637 Public Works

Request approval to increase spending authority - Public Works Department, 20RFP126602K-BKJ Building Code Administration Services, Construction Management Services and Planning Services in an amount not to exceed \$80,000.00 with NOVA Engineering and Environmental, LLC (Kennesaw, GA) to provide building code administration services, construction management services and planning services. Effective upon BOC approval.

23-0638 Public Works

Request approval to increase spending authority - Department of Public Works, 20ITB100620A-CJC, Small Water Meter Installation, in an amount not to exceed \$200,000.00 with Wade Coots Company (Austell, GA) to provide small water meter installation services in the North Fulton water service area. Effective upon BOC approval.

Justice and Safety**23-0639 Public Defender**

Request approval of a MOU between Fulton County, on behalf of the Office of the Public Defender, and the United Way of Greater Atlanta in the amount of \$100,000.00 to support a select group of chronically homeless individuals released from the Fulton County Jail by providing transitional housing with case management. The MOU will be effective upon approval by the Board of Commissioners until December 31, 2023.

23-0640 State Court

Request approval to increase spending authority - State Court, 22SS049A-KM, Substance Use Disorder ("SUD") Monitoring) in an amount not to exceed \$250,000.00 with Avertest, LLC dba Averhealth (Richmond, VA) to provide SUD monitoring services delivered via Aversys, a proprietary web-based application, drug testing services and products for the Fulton County DUI Treatment Court. Effective upon BOC approval through September 20, 2023.

COMMISSIONERS' ACTION ITEMS**23-0510 Board of Commissioners**

Request approval of a Resolution to rescind a motion previously passed by the Board of Commissioners to refrain from taking any action regarding the composition of the Board of Ethics until certain matters are no longer pending before the Board of Ethics; and for other purposes. **(Pitts) (HELD ON 8/2/23)**

23-0512 Board of Commissioners

Request approval of a Resolution requiring contracts or other written agreements to accompany agenda items appearing on the meeting agenda of the Board of Commissioners to uphold transparency in governance; providing exceptions for those contracts or agreements processed by the Department of Purchasing and Contract Compliance and for those excluded under the Georgia Open Meetings Act, or for emergency situations; and for other purposes. **(Thorne) (HELD ON 8/2/23, 8/16/23, AND 9/6/23)**

23-0595 Board of Commissioners

Request approval of an Ordinance to amend Chapter 101 (General Provisions and County Governing Authority), Article II (County Governing Authority), Division 1 (Generally) of the Fulton County Code of Ordinances relating to budgetary controls for members of the Board of Commissioners by reducing the travel/conferences budget for members of the Board of Commissioners; and for other purposes. **(Ellis) (HELD ON 9/6/2023)**

23-0641 Board of Commissioners

Request approval of an Ordinance to amend Article VI of Chapter 34 of the Fulton County Code of Ordinances regarding rabies and animal control to prohibit outdoor sales of dogs, cats, and domestic rabbits; to encourage each of the cities within Fulton County to adopt similar Ordinances; and for other related purposes. **(Thorne)**

23-0642 Board of Commissioners

Request approval of a Resolution by the Fulton County Board of Commissioners directing the County Manager to not include or consider any budget enhancements or budgetary increases for any Justice Department or agency in 2024 General Fund Budget; and for other purposes. **(Ellis)**

Commissioners' Full Board Appointments**23-0599****Board of Commissioners****FULTON-ATLANTA LAND BANK AUTHORITY (HELD ON 9/6/23)**

The Authority is governed by a board of directors comprised of an odd number of individual representatives- with no fewer than five (5) or more than eleven (11), hereinafter the "Board". Initially, the Board shall consist of seven (7) representatives comprised of: (A) four (4) appointed by the Mayor of the City of Atlanta and (B) three (3) appointed by the Fulton County Board of Commissioners.

Term = 4 years

Terms below expired: 8/7/2023

Jane Bradshaw Burnett (**BOC/Morris**)

Calvin Brock (**BOC/Abdur-Rahman**)

Kyle Lamont (**BOC/Hall**)

Commissioner Hall has nominated Anita Harris for a Full Board appointment to a term ending August 7, 2027.

23-0643**Board of Commissioners****FULTON-ATLANTA LAND BANK AUTHORITY**

The Authority is governed by a board of directors comprised of an odd number of individual representatives- with no fewer than five (5) or more than eleven (11), hereinafter the "Board". Initially, the Board shall consist of seven (7) representatives comprised of: (A) four (4) appointed by the Mayor of the City of Atlanta and (B) three (3) appointed by the Fulton County Board of Commissioners.

Term = 4 years

Terms below expired: 8/7/2023

Jane Bradshaw Burnett (**BOC/Morris**)

Calvin Brock (**BOC/Abdur-Rahman**)

Kyle Lamont (**BOC/Hall**)

Chairman Pitts has nominated Edith Ladipo for a Full Board appointment to a term ending August 7, 2027.

23-0644 Board of Commissioners**BELTLINE AFFORDABLE HOUSING ADVISORY BOARD**

Fulton County Board of Commissioners shall be responsible for the appointment of five (5) members.

Term = 2 years, with such term commencing upon Council approval.

Term below expired: 5/3/2012

Cora Dunston (**BOC #1/Pitts**)

Chairman Pitts has nominated Cora Dunston for a Full Board reappointment (BOC #1) to a two-year term that will commence upon approval of the Atlanta City Council.

23-0645 Board of Commissioners**REGION III EMS COUNCIL**

The Bylaws of the Region III Emergency Medical Services (EMS) Council requires that its members be appointed by County Commissioners and must constitute a minimum of two-thirds of the voting membership. Council members serve terms of appointment of three (3) years.

Term = 3 Years

Terms below expired: 6/30/2022

Steven L. Moyers (Grady Hospital-EMS) (**Position 4/Ellis**)

Roderick "Rod" M. Smith (City of Atlanta Fire Chief) (**Position 1/Pitts**)

Chairman Pitts has nominated Steven L. Moyers for a Full Board reappointment to a term ending June 30, 2025.

23-0646 Board of Commissioners**REGION III EMS COUNCIL**

The Bylaws of the Region III Emergency Medical Services (EMS) Council requires that its members be appointed by County Commissioners and must constitute a minimum of two-thirds of the voting membership. Council members serve terms of appointment of three (3) years.

Term = 3 Years

Terms below expired: 6/30/2022

Steven L. Moyers (Grady Hospital-EMS) (**Position 4/Ellis**)

Roderick "Rod" M. Smith (City of Atlanta Fire Chief) (**Position 1/Pitts**)

Chairman Pitts has nominated Roderick "Rod" M. Smith for Full Board reappointment to a term ending June 30, 2025.

23-0647 **Board of Commissioners**
REGION III EMS COUNCIL

The Bylaws of the Region III Emergency Medical Services (EMS) Council requires that its members be appointed by County Commissioners and must constitute a minimum of two-thirds of the voting membership. Council members serve terms of appointment of three (3) years.

Term = 3 Years

Term below expired: 6/30/2023

Matthew Kallmyer (Director AFCEMA) (**Position 6/Pitts**)

Chairman Pitts has nominated Matthew Kallmyer for a Full Board reappointment to a term ending June 30, 2026.

COUNTY MANAGER'S PRESENTATION AND DISCUSSION ITEMS

23-0648 **Sheriff**

Discussion: Inmate outsourcing options to include D. Ray James Facility and Core Civic and identify funding options.

EXECUTIVE SESSION

23-0649 **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.: 23-0602

Meeting Date: 9/20/2023

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

Proclamations for Spreading on the Minutes.

Proclamation recognizing “Dewayne Crowder Appreciation Day.” **(Abdur-Rahman)**
September 6, 2023

Proclamation recognizing “Deacon Alvin Miles, Sr. Remembrance Day.” **(Pitts)**
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September 16, 2023

Proclamation recognizing “Summer Lucille Appreciation Day.” **(Abdur-Rahman)**
September 16, 2023



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0603

Meeting Date: 9/20/2023

Department

Finance

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

No action is requested. This reporting is being provided to meet the quarterly reporting requirement for monetary transfers amount budget funds per Board Resolution #09-1262.

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

Board Resolution #09-1262

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

This reporting is being provided to meet the quarterly reporting requirement for monetary transfers among budget funds per Board Resolution #09-1262. The General Fund had no Intra Fund Borrowings outstanding from any other County Fund as of June 30, 2023. An Intra Fund borrowing occurs when the general fund balance goes negative utilizing a positive excess cash position from another fund at the County to cover operating cash flow needs. These borrowings are then tracked daily, interest is imputed daily, and principal and interest are paid back before the close of the fiscal year.

See attached reporting of all funds that had negative cash position as of 06-30-2023 and had a borrowing position from the County's general fund.

Agenda Item No.: 23-0603

Meeting Date: 9/20/2023

Scope of Work: NA

Community Impact: NA

Department Recommendation: NA

Project Implications: NA

Community Issues/Concerns: NA

Department Issues/Concerns: NA

Fiscal Impact / Funding Source

Funding Line 1:

n/a

INTEROFFICE MEMORANDUM



TO: Board of Commissioners
THROUGH: Dick Anderson, County Manager
Sharon Whitmore, CFO
FROM: Hakeem Oshikoya, Finance Director
DATE: August 29, 2023
SUBJECT: Intra Fund Borrowings

The General Fund had no Intra Fund Borrowings outstanding with any other County Fund as of June 30, 2023. An Intra Fund Borrowing occurs when the General Fund balance goes negative, utilizing a positive excess cash position from another fund, at the County to cover operating cash flow needs.

The below represents all funds that had negative cash positions as of 06/30/2023 and had a borrowing position from the County's General Fund.

06-30-2023 Negative Cash Positions	
Fulton County Board of Health Contractual Services #310*	(181,634.53)
Atl/Fulton Water Resource Comm #431*	(1,351,826.79)
<u>FEMA #447¹</u>	<u>0.00</u>
Total intra-fund borrowings from General Fund & other funds	(1,533,461.32)

*These funds are pending routine reimbursements. Fd #310 now has a \$0 balance.

¹ \$29.4M has been expended, \$18.9M has been received and \$10.5M remains as a receivable.

Hakeem Oshikoya
Finance Director



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0604

Meeting Date: 9/20/2023

Department

Finance

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

Ratification of August 2023 Grants Activity Report.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background

The Fulton County August 2023 Grants Activity Report (GAR) Exhibit 1: BOARD GRANTS RATIFICATION SUMMARY summarizes grants submitted/pending and awarded for the period August 1, 2023 - August 31, 2023. Fulton County departments report the following grants activity:

- Applications Submitted/Pending: 5 (\$2,976,960.83 + \$787,697.50)
- Applications Awarded: 2 (\$164,946.80 + \$0 Cash Match)

The following Strategic Priority Areas are Impacted by August 2023 grant applications:

- Justice and Safety
- Health and Human Services

The Fulton County August 2023 Grants Activity Report (GAR) Exhibit 2: ALL GRANTS ACTIVITY summarizes cumulative grants activity through August 31, 2023. Fulton County departments report the following grants activity:

- Total Applications Submitted/Pending: __48__ (\$34,492,832.87 + \$1,956,855.22 Cash Match)
- Total Applications Awarded: __25__ (\$7,935,403.04 + \$690,594.40 Cash Match)
- Total Grant Applications Denied: __0__ (\$0.00 + No Cash Match)

Department Recommendation: Department recommends ratification of the August 2023 Grants Activity Report (GAR).



FULTON COUNTY FY2023 GRANTS ACTIVITY REPORT August 2023

Presented to:
Fulton County Board of Commissioners
Wednesday, September 20, 2023
Recess Meeting

Provided by: Fulton County Finance Department, Grants Administration Division



Exhibit 1: Board Grants Ratification Summary

Grants Submitted and/or Awarded August 1, 2023 - August 31, 2023

Exhibit 1 lists by Strategic Goal grants that require BOC ratification. Per the Fulton County Grants Policy approved 3/2/2016, Section A(10), "all grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners' Regular or Recess meetings. The Board of Commissioners shall utilize the Grants Activity Report to ratify the submission of all grant applications and acceptance of all grant funding."

EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY

Fulton County FY2023 August Grants Activity Report

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

Grant Applications Submitted and/or Awarded August 1, 2023 Through August 31, 2023 Requiring BOC Ratification

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status
JUSTICE AND SAFETY						
District Attorney	Department of Justice	Transforming America's Response to Elder Abuse	Request approval to apply and accept a new grant from the Department of Justice in the amount of \$375,000.00 to support the development of the elder victim Enhanced Multidisciplinary Team (EMDT). The goal of the EMDT is to foster cooperation between agencies serving older adults and improving the identification and response to older adults experiencing abuse and financial exploitation. The grant period is October 1, 2023 through September 30, 2026. No County Cash Match	\$ 375,000.00	\$ -	Pending
Juvenile Court	Criminal Justice Coordinating Council	Juvenile Prevention and Intervention Program	Request approval to apply and accept a repeat grant from the Criminal Justice Coordinating Council in the amount of \$100,000.00 to support the implementation of the Juvenile Courts Prevention and Intervention Program. The evidence-based programming for prevention services keeps Fulton County youth from the juvenile justice system and the intervention services provides alternatives to detention for youth. No County Cash Match	\$ 100,000.00	\$ -	Pending
Sheriff Police	Department of Justice	Body Worn Camera Program	Request approval to apply and accept a new grant from the Department of Justice in the amount of \$1,575,395.00 for Body Worn Cameras. The body worn cameras will be utilized by Sheriff and Police staff during active duty which will record interactions with Fulton County citizens. This will expand the body worn camera program for the Sheriff and Police Departments. There is a 50% County match for the grant. County Cash Match: \$787,697.50	\$ 1,575,395.00	\$ 787,697.50	Pending
Subtotal:				\$ 2,050,395.00	\$ 787,697.50	
HEALTH AND HUMAN SERVICES						
HIV Elimination	Health Resources & Services Administration HIV/AIDS Bureau	Ryan White HIV/AIDS Program Part C Capacity Development Program	Request approval to accept a repeat grant from the Health Resources & Services Administration - HIV/AIDS Bureau in the amount of \$145,766.00 for the development and implementation of telemedicine technology and related tools, and for their integration with the Department for HIV Elimination's current database, e2Fulton. This will strengthen organizational capacity to respond to the changing healthcare landscape, and to enhance and increase access to high quality HIV primary health care services for rural populations living with HIV that reside within the department's eligible 20 county jurisdiction. No County Cash Match	\$ 145,766.00	\$ -	Awarded
Select Fulton	Technical College System of Georgia	Dislocated Worker Program	Request approval to apply and accept a repeat grant from the Technical College System of Georgia in the amount of \$700,004.83 to provide services to dislocated workers. Services include work preparation, career development services, skills building and employment training. The program also assist employers with finding skilled workers. No County Cash Match	\$ 700,004.83	\$ -	Pending
Behavioral Health and Developmental Disabilities	State of Georgia Department of Behavioral Health and Developmental Disabilities	Intellectual and Developmental Disabilities Services - Medicaid Fee for Services	Request approval to accept a new fee-for-services award from the State of Georgia Department of Behavioral Health and Developmental Disabilities. The Intellectual and Developmental services contract provides services for adults, children and adolescent citizens with Addictive Diseases, Developmental Disabilities and Mental Illnesses to eligible individuals in Fulton County. The contract period is from July 1, 2023 through June 30, 2024. The County is reimbursed as services are provided, there is no way to project how many will be served, but the contract amount per person will not exceed \$19,180.80. No County Cash Match	\$ 19,180.80	\$ -	Awarded

EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY**Fulton County FY2023 August Grants Activity Report**

*Exhibit 1 lists by Strategic Goal grant applications that require BOC ratification. Per the Fulton County Grants Policy approved 3/2/2016, Section A(10),
 "all grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners' Regular or Recess meetings.
 The Board of Commissioners shall utilize the Grants Activity Report to ratify the submission of all grant applications and acceptance of all grant funding."*

Grant Applications Submitted and/or Awarded August 1, 2023 Through August 31, 2023 Requiring BOC Ratification

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status
Behavioral Health and Developmental Disabilities	State of Georgia Department of Behavioral Health and Developmental Disabilities	Behavioral Health Services	Request approval to apply and accept a repeat grant from the State of Georgia Department of Behavioral Health and Developmental Disabilities in the amount of \$226,561.00 to support the management of the community behavioral health network services for eligible Fulton County adults and adolescents with developmental disabilities. No County Cash Match	\$226,561.00	\$ -	Pending
			Subtotal:	\$ 1,091,512.63	\$ -	
ARTS AND LIBRARIES						
INFRASTRUCTURE AND ECONOMIC DEVELOPMENT						
OPEN AND RESPONSIBLE GOVERNMENT						
REGIONAL LEADERSHIP						
			TOTAL:	\$ 3,141,907.63	\$ 787,697.50	



Exhibit 2: All Grants Activity

Cumulative Through August 31, 2023

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

EXHIBIT 2: ALL GRANTS ACTIVITY
CUMULATIVE & CURRENT PERIOD (AS OF August 31, 2023)

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

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

ALL GRANTS ACTIVITY						
^All Grants	Prior Period Grants	Prior Period Funds	Current Period Grants: 8/1/2023-8/31/2023	Current Period Funds: 8/1/2023-8/31/2023	Cumulative Total Grants	Cumulative Total Funds
Grants Pending	43	\$ 31,515,872.04	5	\$ 2,976,960.83	48	\$ 34,492,832.87
Grants Awarded^	23	\$ 7,770,456.24	2	\$ 164,946.80	25	\$ 7,935,403.04
Grants Denied**	0		-	\$ -	0	\$ -
Cash Match Requested-2023	-	\$ 1,859,752.12	-	\$ 787,697.50	-	\$ 2,647,449.62
Total:	66	\$ 41,146,080.40	7	\$ 3,929,605.13	73	\$ 45,075,685.53

ALL GRANTS AWARDED, NEW VS. RENEWAL						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 8/1/2023-8/31/2023	Current Period Funds: 8/1/2023-8/31/2023	Cumulative Total Grants	Cumulative Total Funds
New Grant Awards^	6	\$ 3,662,595.00	2	\$ 164,946.80	8	\$ 3,827,541.80
Renewal/Repeat Grant Awards	17	\$ 4,107,861.24	0	\$ -	17	\$ 4,107,861.24
Total:	23	\$ 7,770,456.24	2	\$ 164,946.80	25	\$ 7,935,403.04

ALL GRANTS AWARDED, COMPETITIVE VS. FORMULA						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 8/1/2023-8/31/2023	Current Period Funds: 8/1/2023-8/31/2023	Cumulative Total Grants	Cumulative Total Funds
Competitive Grant Awards	10	\$ 3,984,411.00	0	\$ -	10	\$ 3,984,411.00
Formula Grant Awards^^	13	\$ 3,786,045.24	2	\$ 164,946.80	15	\$ 3,950,992.04
Total:	23	\$ 7,770,456.24	2	\$ 164,946.80	25	\$ 7,935,403.04

*Includes 5 grants that were pending at the end of 2022 and carried over for tracking in 2023.

**Formula grant awards include non-competitive grants and allocations.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0605

Meeting Date: 9/20/2023

Department

Real Estate and Asset Management

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

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 21ITB131850C-MH, Countywide Spot Cooler and Heat Pump Rental in the amount of \$36,000.00 with Spot Coolers, Inc. (Peachtree Corners, GA) to provide on-site portable air-cooled spot coolers and heat pump rental units with the necessary accessories for set-up on an "as needed" basis for designated Fulton County facilities. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2024 through December 31, 2024.

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 *(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: This contract furnishes all labor, tools and equipment, transportation, and appurtenances necessary to provide on-site portable air-cooled spot coolers and heat pump units with the necessary accessories for set-up at any designated Fulton County facility on an "as needed" emergency basis.

Scope of Work: The Scope of Work includes:

- Installation
- Set-up and disconnection of air-cooled spot cooler and heat pump units
- Ductwork to all locations through the facility
- Unit testing for probably functioning

The portable spot coolers and heat pump units provide supplemental cooling/heating throughout a facility during down-time for maintenance repairs of HVAC (heating, ventilation, and air conditioning) systems as determined by the DREAM HVAC Maintenance Team.

Community Impact: Failure to have this service in place hinders DREAM's ability to ensure environmental comfort for building occupants when HVAC system malfunctions occur.

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

The requested total spending authority in the total amount of \$36,000 is sufficient to cover the costs to provide on-site portable air-cooled spot coolers and heat pump rental units for Fulton County for FY2024.

Project Implications: This contract prevents disruption during emergency repairs/or replacement of malfunctioning HVAC systems in County facilities. The spot coolers and heat pumps units provide supplemental cooling and heating through the facility.

Community Issues/Concerns: This contract prevents disruption during emergency repairs and/or replacement of a malfunction HVAC system in County facilities. The spot coolers and heat pumps units provide supplemental cooling/heating through the facility.

Department Issues/Concerns: If this contract is not approved, the Department will not have the ability to address the needs for on-site temporary cooling or heating to the facilities during repair/or replacement of failed HVAC systems.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-1040	12-15-2021	\$47,880.00
1st Renewal	22-0603	9-7-2022	\$36,000.00
2nd Renewal			\$36,000.00
Total Revised Amount			\$119,880.00

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

Contract Value: \$36,000.00
Prime Vendor: Spot Coolers, Inc.
Prime Status: Non-Minority
Location: Peachtree Corners, GA

County: Gwinnett County
Prime Value: \$36,000.00 or 100.00%
Total Contract Value: \$36,000.00 or 100.00%
Total Certified Value: \$0.00 or 0.00%

Exhibits Attached

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

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$47,880.00
Previous Adjustments: \$36,000.00
This Request: \$36,000.00
TOTAL: \$119,880.00

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:

100-520-5222-1120: General, Real Estate and Asset Management, Rental/Lease Equip- \$36,000
"Subject to availability of funding adopted for FY2024 by BOC"

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: No renewals remain

Overall Contractor Performance Rating: 100

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2023

Report Period End:
6/30/2023



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Department Of Real Estate & Asset Management

BID/RFP NUMBER: 21ITB131850C-MH

BID/RFP TITLE: Countywide Spot Cooler & Heat Pumps Rental

ORIGINAL APPROVAL DATE: 12-15-2021

RENEWAL EFFECTIVE DATES: 01-01-2024

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS:

RENEWAL AMOUNT: \$36,000.00

COMPANY'S NAME: Spot Coolers, a division of Carrier Rental Systems, Inc

ADDRESS: 1951 NW 19th Street, Suite 100

CITY: Boca Raton

STATE: FL

ZIP: 33431

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: 21ITB131850C-MH

FULTON COUNTY, GEORGIA

**Spot Coolers, a division of Carrier
Rental Systems, Inc**

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

**Charlie Knight SE
Area Manager**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Joseph Davis, Director
Department Of Real Estate & Asset
Management**

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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

Performance Evaluation Details

ID	E5
Project	COUNTYWIDE SPOT COOLER AND HEAT PUMP RENTAL
Project Number	21ITB131850C-MH
Supplier	Spot Coolers, a division of Carrier Rental Systems, Inc
Supplier Project Contact	Charlie Knight (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	07/03/2023
Evaluation Type	Formal
Interview Date	07/03/2023
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/03/2023 07:48 AM EDT
Completion Date	07/03/2023 07:48 AM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

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

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met, minor problems, highly effective corrective actions.

Comments

Not Specified

TIMELINESS OF PERFORMANCE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, significantly exceeded delivery requirements, all on-time deliveries to the Government's benefit.

Comments

Not Specified

BUSINESS RELATIONS

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Comments

Not Specified

CUSTOMER SATISFACTION

20/20

Rating

Outstanding: Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

Comments

Not Specified

COST CONTROL

20/20

Rating

Outstanding: Compliance with contract pricing, all cost discrepancies are clearly identified with explanation; compliance with invoice submission requirements/price substantiation.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified

Contract Renewal Evaluation Form

Date:	August 4, 2023
Department:	Real Estate and Asset Management
Contract Number:	21ITB131850C-MH
Contract Title:	Countywide Spot Cooler and Heat Pump Rental

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.

Repair and or replacement of HVAC units that are inoperable. This contract furnishes all labor, tools and equipment, transportation, and appurtenances necessary to provide on-site portable air-cooled spot coolers and heat pump units with the necessary accessories for set-up at any designated Fulton County facilities on an "as needed" emergency basis.

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:	August 7, 2023
Price found:	360.00
Different features / Conditions:	IDENTICAL
Percent difference between internet price and renewal price:	INTERNET 33% HIGHER

Explanation / Notes:

The prices for Spot Cooler and Heat Pump Rental do reflect the current market. This procurement was conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this bid is code Selection 102-373, Competitive Sealed Bid

☒ **Market Survey of other jurisdictions:**

Date contacted:	August 7, 2023
Jurisdiction Name / Contact name:	Dekalb County No answer or return phone call
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Click here to enter text.

Explanation / Notes:

Click here to enter text.

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

Click here to enter text.

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

FY2023 The County allocated expenditures as of 8/4/2023, \$2,870.00

FY2022 The County spent \$5,310.00

FY2021 The County spent \$908.00

FY2020 The County spent \$6,630.00

FY2019 The County spent \$11,200

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

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

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

Percent difference between past purchase price and renewal price:

[Click here to enter text.](#)

Explanation / Notes:

[Click here to enter text.](#)

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

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

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

If this contract is not approved, the Department's ability to address the needs for on-site temporary cooling or heating to the facilities during repair/or replacement of failed HVAC systems will be diminished, resulting in possible facility shutdowns while repairs are completed.

Calvin Gamble

Calvin Gamble

August 10, 2023

Prepared by

Date

Joseph N. Davis, Director

[Click here to enter a date.](#)

Department Head

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0606

Meeting Date: 9/20/2023

Department

Arts and Culture

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

Request approval to extend an existing contract - Department of Arts & Culture, SWC 99999-SPD-0000136-0008, Temporary Staffing Services with Corporate Temps Inc. (Norcross, Georgia) at no additional cost to provide temporary staffing services for an additional six (6) month period. Effective dates: July 1, 2023 through December 31, 2023.

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

In accordance with Purchasing Code Section 102-420, 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 Board of Commissioners approved agenda item 23-0093 contract for Arts & Culture in the amount of \$105,000.00. Services provided in 2023 have not exceeded the total authority of 105,000.00. The contract currently has a remaining balance of \$94,361.00 that the Department of Arts & Culture would like to exhaust funds by extending the contract until 12/31/2023. Approval of this item allows the Department to process invoices submitted after the initial contract end date of 06/30/2023. At the time this item was approved, the statewide contract's expiration date was 6/30/2023. The state has now extended that contract for an additional year.

Accordingly, pursuant to FCC Section 102-364(e), the contract was extended for 90 days from June 30, 2023 through September 30, 2023 to enable this request for extension to occur. This request is for the extension of time only, no additional funds are needed and allows the department to meet its part-time staffing need and eliminate some of the challenges the department encountered while having temporary part-time staff on the County's payroll.

Scope of Work: The Arts & Culture Department is responsible for fulfilling the deliverables under the terms of the contract as indicated in the Scope of Work. The contractor Corporate Temps Inc. provides the department with staff to provide services to the County's two Arts Centers and Downtown Main Office. The contract would cover a one-year period upon execution of the contract by the BOC.

Community Impact: With sufficient personnel to implement various arts-related classes and other programmatic and administrative services, the Arts & Culture Department will be able to effectively and efficiently provide arts services and programming to Fulton County residents.

Department Recommendation: The Department of Arts & Culture recommends approval.

Project Implications: Without BOC approval, the Arts & Culture Department will not have sufficient staff to administer its programs for the remainder of the year. The deduction or loss of the department's arts programs would negatively impact Fulton County residents

Community Issues/Concerns: The community has indicated a desire for the County to continue its arts-related programs. Without proper staffing, the Arts & Culture Department will not be able to provide Fulton County residents with the services they desire and deserve.

Department Issues/Concerns: The Department of Arts & Culture is concerned that if approval is not obtained, then payment cannot be rendered for services provided for the remainder of the year by the contractor for the citizens of Fulton County.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount			\$105,000.00
Extension No. 1			\$.00
Total Revised Amount			\$105,000.00

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

Contract Value: \$0.00

Prime Vendor: Corporate Temps, Inc.
Prime Status: African American Male Business Enterprise
Location: Norcross, GA
County: Gwinnett County

Agenda Item No.: 23-0606

Meeting Date: 9/20/2023

Prime Value: \$10.00 or 100.00%

Total Contract Value: \$0.00 or 100.00%

Total Certified Value: \$0.00 or 100.00%

Extension of time only

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

Exhibit 1: Contract Extension Agreement

Exhibit 2: Statewide Contract Extension

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

David Manuel, Director, Arts & Culture Department, 678-428-0290

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$105,000.00

Previous Adjustments: \$0.00

This Request: \$0.00

TOTAL: \$105,000.00

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:

100-181-1810-1160: General Fund, Arts and Culture, Professional Services - \$105,000

Key Contract Terms**Start Date:** 7/1/2023**End Date:** 12/31/2023**Cost Adjustment:** None**Renewal/Extension Terms:**

From 07/01/2023 - 12/31/2023

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

Yes



**CONTRACT AMENDMENT # 8
EXTENSION # 2**

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	CORPORATE TEMPS 2000
Contract No.:	99999-001-SPD0000136-0008
Solicitation Title/Event Name:	Temporary Staffing Services
Contract Award Date:	July 1, 2017
Current Contract Term:	July 1, 2022 – June 30, 2023

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to extend for an additional term of twelve months, to establish the pricing schedule for this statewide contract and to modify the insurance requirements.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	July 1, 2023
End Date of New Contract Term:	June 30, 2024

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to extend the contract for an additional period of time.

CONTRACT NUMBER: 99999-001-SPD0000136-0008

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services, during the term of this Extension, the new contract shall supersede this Extension.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Corporate Temps, Inc.
Authorized Signature:	<i>Renec White</i>
Printed Name and Title of Person Signing:	Renec White
Date:	March 30 2023
Company Address:	5950 Live Oak Pky, Ste 230 Norcross Georgia 30093

STATE ENTITY

Authorized Signature:	<i>Jim Barnaby</i>
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commissioner State Purchasing Division
Date:	5/10/2023
Company Address:	200 Piedmont Avenue, S.E., Suite 1302, West Tower Atlanta, Georgia 30334-9010

EXTENSION NO. 1 TO FORM OF CONTRACT

Contractor: **Corporate Temps**

Contract No.: **SWC-99999-SPD-0000136-0008, Temporary Staffing for Administrative Task**

Address: **5950 Live Oak Parkway Suite 230**
City, State **Norcross, GA 30093**

Telephone: **770-934-1710**

Email: **shawn@corporatetemps.com**

Contact: **Shawn Menefee**
Director

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Corporate Temps to provide administrative staffing to support the day to day operations for the Department of Arts and Culture, dated July 1, 2023, on behalf of the Arts & Culture; and

WHEREAS, the County wishes to extend the subject contract, with all items and conditions unchanged, for an additional six month period, effective July 1, 2023 through December 31, 2023; and

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

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

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

This Extension No. 1 to Form of Contract is effective as of the 1st day of July, 2023 between the County and Corporate Temps, who agree that all Services specified will be performed in accordance with this Extension No. 1 to Form of Contract and the Contract Documents for an additional six months extension of time, with the contract ending as of the 31st of December, 2023.

1. **SCOPE OF WORK:** To continue to provide administrative staffing to support the day to day operations for the Department of Arts and Culture.
2. **COMPENSATION:** This is a time extension only, no additional funding is required.

3. **LIABILITY OF COUNTY:** This Extension 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 EXTENSION NO. 1 TO FORM OF CONTRACT:** Except as modified by this Extension No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

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

CONSULTANT:

CORPORATE TEMPS

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Shawn Menefee
Director

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

David Manuel, Director
Department of Arts & Culture



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0607

Meeting Date: 9/20/2023

Department

Department for HIV Elimination

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

Request approval to amend existing contracts to increase the spending authority of “Ryan White Part A” grant subrecipients pursuant to the Health Resources and Services Administration award #2 H89HA0007-32-00 in the amount of \$2,725,000.00 for FY23 and \$2,725,000.00 for FY24, subject to Federal funding. Contracts are 100% grant funded with no Fulton County match. Requests authorization for the Chairman to execute contracts with eight selected subrecipients. To protect the interest of the County, the County Attorney is authorized to approve the contracts as to form and substance and make any necessary modifications thereto prior to execution by the Chair. Effective upon BOC approval.

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

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

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

Health and Human Services

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

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

Scope of Work: The Department for HIV Elimination recommends approval of increased spending

authority for selected subrecipient's to provide HIV care and support services using 100% "Ryan White Part A" grant funds with no required match. Ryan White Part A has a project period from 3/1/2022 through 2/28/2025 with an award of \$30,441,668 per year subject to the availability of federal funding. The Board of Commissioners previously approved "Ryan White Part A" grant funding through #21-0800 (10/20/2021). Subrecipients were recommended by a Review Committee pursuant to RFP: 21RWRFP1112B-PS. By increasing spending authority of these 8 agencies, we will be able to move funds to these agencies that have demonstrated an increased need. In addition, carryover funds are available which have been approved for future years which can be obligated to these agencies to offer sustained services for clients. The 8 agencies provide various services to clients including medical care, oral health, mental health, substance abuse, case management, medical transportation, food, etc. A total of 8506 clients were served by these 8 agencies in FY2022. We estimate that with the increased spending authority under this request of \$2,725,000 these agencies will be able to provide services to 8931 clients. Funds are recommended to increase spending authority for the following subrecipients:

Ryan White Part A Agencies	Additional Funding Under This Request
	Per Year for Each of Two Years
AHF	\$1,000,000.00
AID Atlanta	\$250,000.00
ANIZ, Inc.	\$50,000.00
Cherokee	\$125,000.00
Emory	\$200,000.00
Here's to Life	\$ 100,000.00
NAESM	\$100,000.00
Positive Impact Health Center	\$500,000.00
TOTAL	\$2,725,000 (FY23) \$2,725,000 (FY24)

Community Impact: Ryan White part A funding will support essential core and support services for Persons Living with HIV (PLWH) in the eligible 20-County metropolitan area (EMA) to decrease the number of new HIV cases. Populations of Focus are African American Men who Have Sex with Men, African American Men, African American Women, Transgender Men and Women. Funds will support the provision of medical services, case management, mental health services, food, medical transportation, etc. All services have as their main goal increased viral suppression rates.

Department Recommendation: The Department for HIV Elimination recommends approval of increased spending authority for "Ryan White Part A" grant subrecipient's in the amount of \$2,725,000 in FY23 and \$2,725,000 in FY24.

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

Community Issues/Concerns: The Department for HIV Elimination is not aware of any community

issues/concerns regarding the agenda item.

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

Fiscal Impact/ Funding Source

Funding line 1:

461-270-R231

Funding Line 2:

461-270-R236

Key Contract Terms:
Start Date: 3/1/2023
End Date: 2/28/2025



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0608

Meeting Date: 9/20/2023

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 21,059 square feet to Fulton County, a political subdivision of the State of Georgia, from EA Homes, LP., for the purpose of constructing the Firefly Project at 3000 Hembree Road, Alpharetta, Georgia 30009.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The proposed Firefly Project, a residential subdivision, 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 recording of the Final Plat. The easement area to be conveyed to the County consists of 21,059 square feet and located in Land Lot 691 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 residential subdivision.

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.

Fiscal Impact / Funding Source

Funding Line 1:

n/a

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

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

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

Project Name : FIREFLY
Tax Parcel Identification No.: 12-259006910712
Land Disturbance Permit No.: 22-002-WR
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

**SEWER EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 21st day of July, 2022, between
FA HOMES, I P, a corporation duly organized under
the laws of the State of GEORGIA, party of the first part (hereinafter referred to as Grantor), and
FULTON COUNTY, a Political Subdivision of the State of Georgia, party of the second part.

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, at and before the sealing and delivery of these
presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned
from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the
subject property from the construction of a sewer line through the subject property, said Grantor has granted, bargained, sold
and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and
assigns the right, title, and privilege of an easement on subject property located in land lot(s) 691 of the

1 District, 2 Section (*if applicable*) of Fulton County, Georgia, and more particularly described as follows: To wit:

FIREFLY

Project Name

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

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

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

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

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

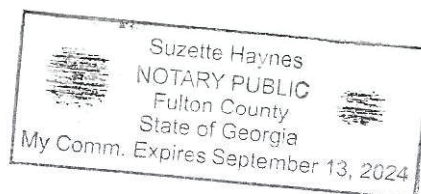
IN WITNESS HEREOF said party of the first part has hereunto affixed its hand and seal on the day and year first above written.

Signed, sealed and delivered this
day of July, 2021st
in the presence of:

[Signature]
Witness

[Signature]
Notary Public

[NOTARIAL SEAL]



GRANTOR: EA HOMES, LP
CORPORATE NAME

By: Heather Allen

Print Name: Heather Allen

Title: Director of Accounting

By: _____

Print Name: _____

Title: _____

[CORPORATE SEAL]

Line Table			Line Table			Line Table		
Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction
L1	20.00	N38°49'34"W	L13	33.11	N25°03'28"E	L25	138.48	S39°59'50"E
L2	116.06	N51°10'26"E	L14	42.88	N61°06'51"W	L26	172.42	S39°25'14"E
L3	142.12	N39°25'14"W	L15	110.65	N47°41'51"W	L27	136.27	S51°10'26"W
L4	126.01	S50°10'03"W	L16	04.52	S47°40'03"W			

TAX PARCEL ID:
12-259006910712

SITE DATA

ADDRESS:
3000 HEMBREE ROAD
ALPHARETTA, GA 30009

L5	20.00	N39°40'57"W	L17	20.00	N46°10'57"W
L6	126.00	N50°19'03"E	L18	114.00	N43°49'03"E
L7	128.03	N39°59'50"W	L19	127.78	S47°41'51"E
L8	29.04	N41°56'21"W	L20	40.13	S61°06'51"E
L9	32.16	S25°03'28"W	L21	54.40	N30°20'50"E
L10	95.50	S52°05'01"W	L22	20.00	S59°55'07"E
L11	20.00	N37°54'59"W	L23	56.93	S30°20'50"W
L12	90.69	N52°05'01"E	L24	37.18	S41°56'21"E

CONTACT INFORMATION:

OWNER:

KEVIN NORTON

EMPIRE COMMUNITIES

ADDRESS:

5775 GLENRIDGE DR

BLDG B, SUITE 350

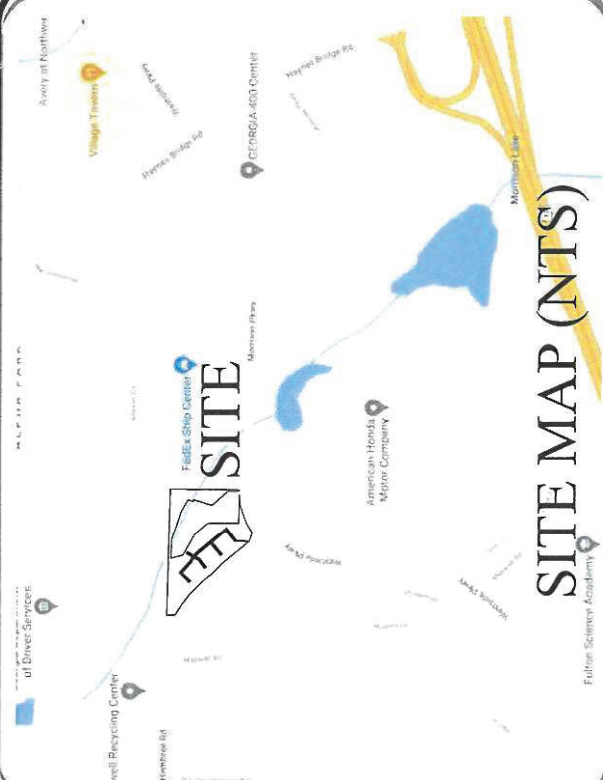
ATLANTA, GA 30328

PHONE:

770-541-6910

LEGAL DESCRIPTION (SEWER EASEMENT EXHIBIT)

SITE MAP (NTS)



LEGAL DESCRIPTION (SEWER EASEMENT EXHIBIT)

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 691 OF THE 1ST DISTRICT, 2ND SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NORTHWESTERLY R/W LINE OF MORRISON PARKWAY (VARIABLE R/W PUBLIC) AND THE NORTHEASTERLY R/W LINE OF HEMBREE ROAD (VARIABLE R/W PUBLIC); THENCE NORTH 04 DEGREES 25 MINUTES 24 SECONDS EAST A DISTANCE OF 96.33 FEET TO A POINT; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 38 DEGREES 49 MINUTES 34 SECONDS WEST A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 51 DEGREES 10 MINUTES 26 SECONDS EAST A DISTANCE OF 116.06 FEET TO A POINT; THENCE NORTH 39 DEGREES 23 MINUTES 14 SECONDS WEST A DISTANCE OF 142.12 FEET TO A POINT; THENCE SOUTH 50 DEGREES 19 MINUTES 03 SECONDS WEST A DISTANCE OF 126.01 FEET TO A POINT; THENCE NORTH 39 DEGREES 40 MINUTES 57 SECONDS WEST A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 50 DEGREES 19 MINUTES 03 SECONDS EAST A DISTANCE OF 126.00 FEET TO A POINT; THENCE NORTH 39 DEGREES 59 MINUTES 50 SECONDS WEST A DISTANCE OF 128.03 FEET TO A POINT; THENCE NORTH 41 DEGREES 56 MINUTES 21 SECONDS WEST A DISTANCE OF 29.04 FEET TO A POINT; THENCE SOUTH 25 DEGREES 03 MINUTES 28 SECONDS WEST A DISTANCE OF 32.16 FEET TO A POINT; THENCE SOUTH 52 DEGREES 05 MINUTES 01 SECONDS WEST A DISTANCE OF 95.50 FEET TO A POINT; THENCE NORTH 37 DEGREES 54 MINUTES 59 SECONDS WEST A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 52 DEGREES 05 MINUTES 01 SECONDS EAST A DISTANCE OF 90.69 FEET TO A POINT; THENCE NORTH 25 DEGREES 03 MINUTES 28 SECONDS EAST A DISTANCE OF 33.11 FEET TO A POINT; THENCE NORTH 61 DEGREES 06 MINUTES 51 SECONDS WEST A DISTANCE OF 42.88 FEET TO A POINT; THENCE SOUTH 43 DEGREES 49 MINUTES 03 SECONDS WEST A DISTANCE OF 94.52 FEET TO A POINT; THENCE NORTH 46 DEGREES 10 MINUTES 57 SECONDS WEST A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 43 DEGREES 49 MINUTES 03 SECONDS EAST A DISTANCE OF 114.00 FEET TO A POINT; THENCE SOUTH 47 DEGREES 41 MINUTES 51 SECONDS EAST A DISTANCE OF 127.78 FEET TO A POINT; THENCE SOUTH 61 DEGREES 06 MINUTES 51 SECONDS EAST A DISTANCE OF 40.13 FEET TO A POINT; THENCE NORTH 30 DEGREES 20 MINUTES 50 SECONDS EAST A DISTANCE OF 54.40 FEET TO A POINT; THENCE SOUTH 59 DEGREES 55 MINUTES 07 SECONDS EAST A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 30 DEGREES 20 MINUTES 50 SECONDS WEST A DISTANCE OF 56.93 FEET TO A POINT; THENCE SOUTH 41 DEGREES 56 MINUTES 21 SECONDS EAST A DISTANCE OF 37.18 FEET TO A POINT; THENCE SOUTH 39 DEGREES 59 MINUTES 50 SECONDS EAST A DISTANCE OF 138.48 FEET TO A POINT; THENCE SOUTH 39 DEGREES 25 MINUTES 14 SECONDS EAST A DISTANCE OF 172.42 FEET TO A POINT; THENCE SOUTH 51 DEGREES 10 MINUTES 26 SECONDS WEST A DISTANCE OF 136.27 FEET TO A POINT AND THE TRUE POINT OF BEGINNING.

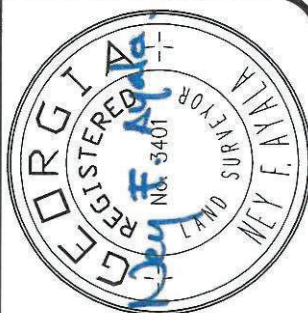
SAID TRACT HAVING AN AREA OF 0.483 ACRES (21,059 SQUARE FEET).

ENCROACHMENT TABLE

STORMWATER PIPE: 140 SQ-FT
WATER PIPE: 102 SQ-FT
TOTAL: 242 SQ-FT

LEGEND

SEWER EASEMENT
WATER & STORM PIPES
ENTERING EASEMENT



DP NUMBER 22-002-WR SEWER EASEMENT EXHIBIT "A" SHEET 1 OF 4

FOR:
FIREFLY



COUNTY FULTON
STATE OF STATE
CITY OF ALPHARETTA
LAND LOT(S) 691
DISTRICT 1st SECTION

DRAWN BY: FA
CHECKED BY: FA
FILE NO.: 16182.
DATE: 07/18/23
SCALE: 1"=40'



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ARCHITECTS • LANDSCAPE ARCHITECTURE • WATER RESOURCES

3350 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.: 23-0609

Meeting Date: 9/20/2023

Department

Real Estate and Asset Management

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

Request approval of a Water Line Easement Dedication of 30,751 square feet to Fulton County, a political subdivision of the State of Georgia, from EA Homes, LP for the purpose of constructing the Firefly Project at 3000 Hembree Road, Alpharetta, Georgia 30009.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The proposed Firefly Project, a residential subdivision development, requires the construction of a water line. Fulton County development regulations require that all new water service line connections acknowledge Fulton County's ownership interests in the area(s) in which a water service line connection is being made prior to recording of the Final Plat. The easement area to be conveyed consists of 30,751 square feet and located in Land Lot 691 of the 1st District, 2nd Section of Fulton County, Georgia.

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

and the addition of a residential subdivision.

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

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

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

n/a

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

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

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

Project Name : FIREFLY
Tax Parcel Identification No.: 12-259006910712
Land Disturbance Permit No.: 22-002-WR
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

**WATER LINE EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 8th day of August, 20 23, between
EA HOMES, LP, a corporation duly organized under
the laws of the State of GEORGIA, party of the first part (hereinafter referred to as Grantor) and
FULTON COUNTY, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a water line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a water line through the 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) 691,
2 Section (if applicable) of District 1, Fulton County, Georgia, and more particularly described as follows: To wit:

FIREFLY

Project Name

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

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

water 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 water 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 water line on both a routine and emergency basis.

Said Grantor hereby warrants that it has the right to sell and convey said water 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 water line easement unto the said FULTON COUNTY, its successors and assigns against the claims of all persons whomever by virtue of these presents.

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

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

Signed, sealed and delivered this 8th
day of August, 20 23
in the presence of:

[Signature]
Witness

[Signature]
Notary Public


[NOTARIAL SEAL] My Comm. Expires September 13, 2024
Suzette Haynes
NOTARY PUBLIC
Fulton County
State of Georgia

GRANTOR: EA HOMES, LP
CORPORATE NAME

By: Heather Allen
Print Name: Heather Allen
Title: Director of Accounting

By: _____
Print Name: _____
Title: _____

[CORPORATE SEAL]



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ARCHITECTS • LANDSCAPE ARCHITECTURE • CIVIL ENGINEERING •
LAND PLANNING • SURVEYING & CONSTRUCTION • WATER RESOURCES

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



Line Table		Line Table		Line Table		Line Table	
Line #	Direction	Line #	Direction	Line #	Direction	Line #	Direction
L28	N70°14'23"W	L48	N39°52'38"W	L68	N39°41'05"W	L88	N46°05'07"W
L29	N39°36'19"W	L49	N50°07'22"E	L69	N39°41'05"W	L89	S43°54'53"W
L30	N50°26'04"E	L50	S39°52'38"E	L70	S50°18'55"W	L90	S47°04'58"W
L31	N39°36'19"W	L51	N50°07'22"E	L71	N42°57'35"W	L91	N42°55'02"W
L32	S50°07'22"W	L52	N39°36'19"W	L72	N50°18'55"E	L92	N47°04'58"E
L33	N37°14'31"W	L53	N58°00'35"W	L73	N31°59'25"E	L93	N43°54'53"E
L34	N52°45'29"E	L54	S31°59'25"W	L74	N58°00'35"W	L94	N88°54'53"E
L35	N50°07'22"E	L55	S50°18'55"W	L75	N46°07'19"W	L95	S46°07'19"E
L36	N39°36'19"W	L56	S39°41'05"E	L76	S88°54'53"W	L96	S57°58'09"E
L37	N50°23'41"E	L57	S50°18'55"W	L77	S43°54'53"W	L97	S39°36'19"E
L38	S39°36'19"E	L58	N39°41'05"W	L78	S45°16'00"E	L98	S50°26'06"W
L39	N50°07'22"E	L59	S34°95	L79	S44°44'00"W	L99	S39°33'56"E
L40	N39°36'19"W	L60	S39°41'05"E	L80	N45°16'00"W	L100	S50°26'04"W
L41	N50°23'41"E	L61	S50°18'55"W	L81	S43°54'53"W	L101	N39°33'56"W
L42	S39°36'19"E	L62	N39°41'05"W	L82	S46°34'22"E	L102	S50°26'04"W
L43	N50°07'22"E	L63	S50°18'55"W	L83	S43°25'38"W	L103	S40°33'09"E
L44	N38°23'37"W	L64	S40°21'51"E	L84	N46°34'22"W	L104	S49°26'51"W
L45	N51°36'23"E	L65	S49°38'09"W	L85	S43°54'53"W	L105	N40°33'09"W
L46	S38°23'37"E	L66	S39°37'54"E	L86	S46°05'07"E	L106	S50°26'04"W
L47	N50°07'22"E	L67	S50°18'55"W	L87	S43°54'53"W	L107	S39°33'56"E

CONTACT INFORMATION:
OWNER: KEVIN NORTON
ADDRESS: 5775 GLENRIDGE DR
BLDG B, SUITE 350
ATLANTA, GA 30328
PHONE: 770-541-6910

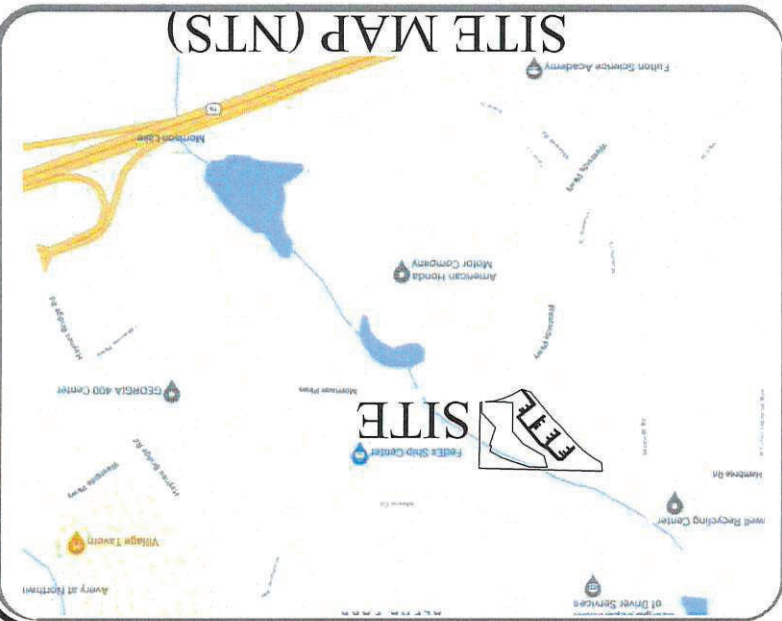
Line #	Length	Direction
L108	10.00	S50°26'04"W
L109	30.53	N39°33'56"W
L110	34.08	S50°26'04"W
L111	31.37	S39°33'56"E
L112	6.86	S50°26'04"W
L113	114.00	S39°36'19"E

SITE DATA
ADDRESS: 3000 HEMBRIDGE ROAD
ALPHARETTA, GA 30009
TAX PARCEL ID: 12-259006910712

ENCROACHMENT TABLE

WATER EASEMENT	
SEWER & STORM PIPES	
ENTERING EASEMENT	

TOTAL: 382 SQ-FT
STORMWATER PIPE: 241 SQ-FT
SEWER PIPE: 141 SQ-FT



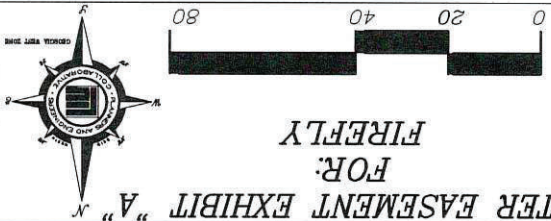
LDP NUMBER: 22-002-WR WATER EASEMENT EXHIBIT "A"
FOR:
FIREFLY
COUNTY FULTON
CITY OF ALPHARETTA
STATE OF STATE
LAND LOT(S) 691
DISTRICT 1st SECTION 2nd
DRAWN BY: FA
CHECKED BY: FA
FILE NO.: 16182.00
DATE: 07/18/23
SCALE: 1"=40'

Planners & Engineers Collaborative+
LAND PLANNING • SURVEYING & CONSTRUCTION • CIVIL ENGINEERING •
ARBORESTIS • LANDSCAPE ARCHITECTURE • WATER RESOURCES

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

COUNTY FULTON
STATE OF STATE
CITY OF ALPHARETTA
LAND LOT(S) 691
DISTRICT 1st SECTION 2nd

SHEET 2 OF 5



SAID TRACT HAVING AN AREA OF 0.706 ACRES (30,751 SQUARE FEET).

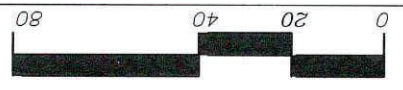
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ARBORENTISTS • LANDSCAPE ARCHITECTURE • WATER RESOURCES

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

COUNTY FULTON
STATE OF STATE
CITY OF ALPHARETTA
LAND LOT(S) 691
DISTRICT 1st SECTION 2nd



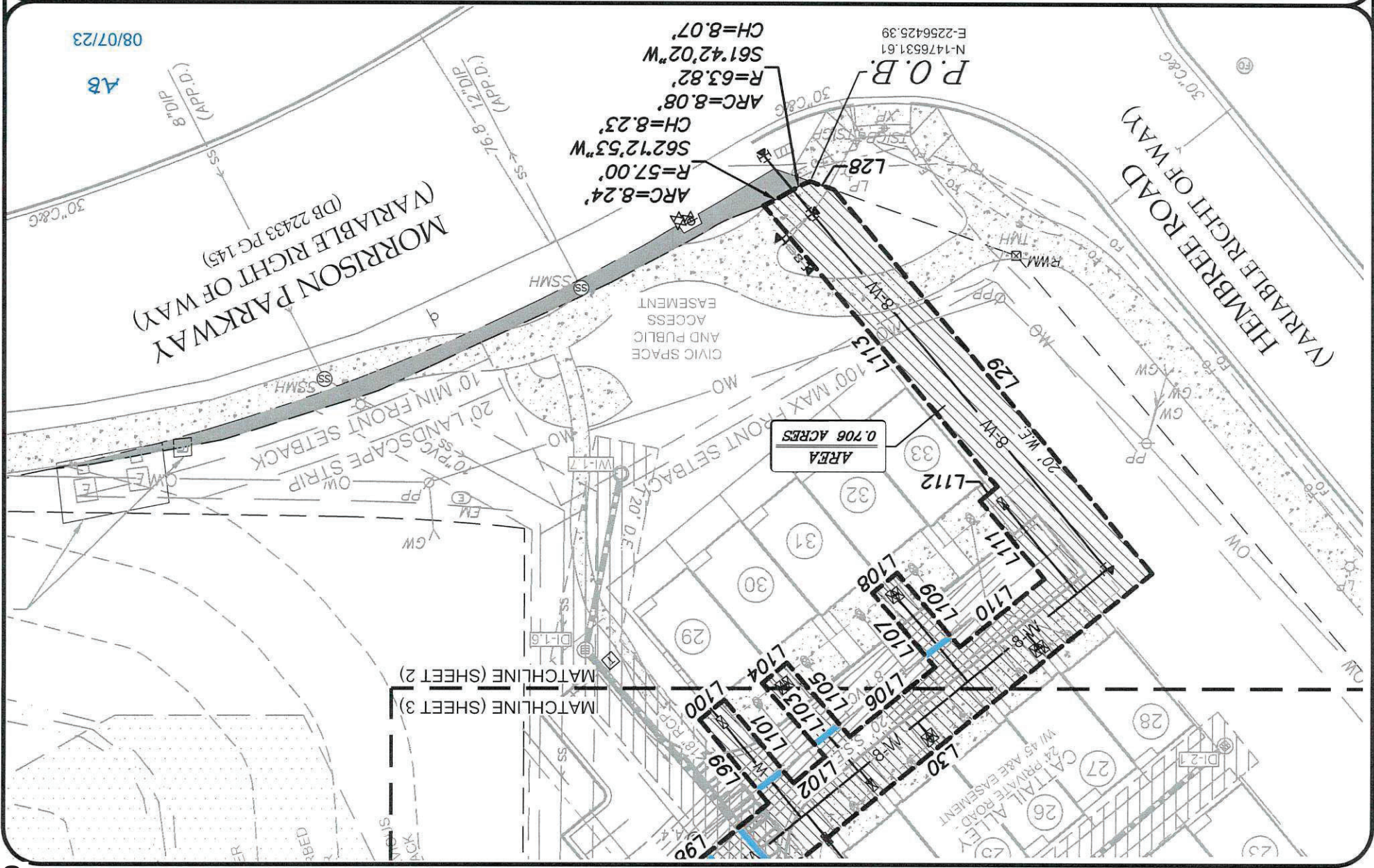


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CHECKED BY: FA
FILE NO.: 16182.00
DATE: 07/18/23
SCALE: 1"=40'

SHEET 3 OF 5

FOR:
FIREFLY

LDP NUMBER: 22-002-WR WATER EASEMENT EXHIBIT "A"






Planners & Engineers Collaborative+
LAND PLANNING - SURVEYING & CONSTRUCTION - CIVIL ENGINEERING -
ARCHITECTS - LANDSCAPE ARCHITECTURE - WATER RESOURCES

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

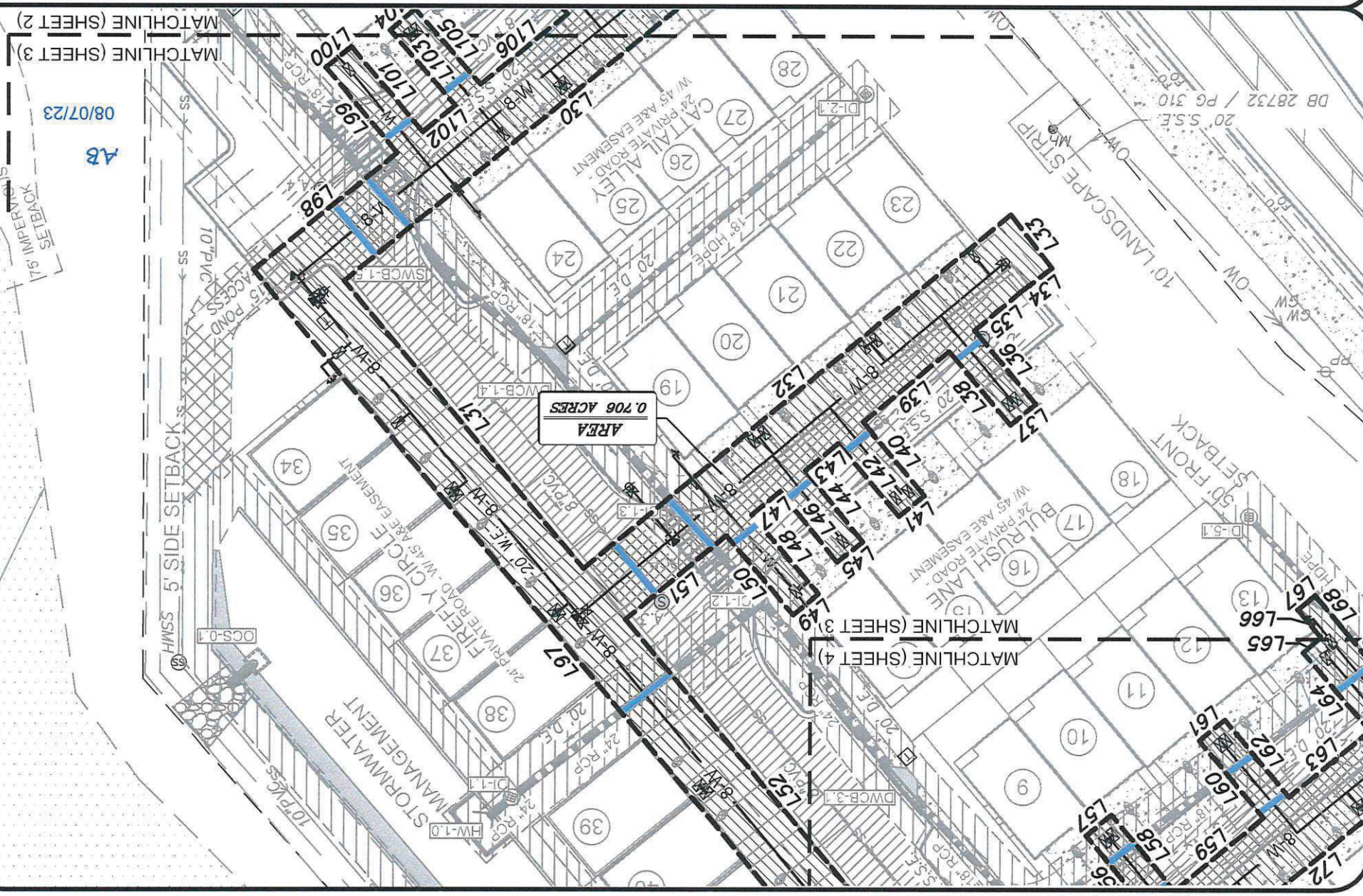
COUNTY FULTON
STATE OF STATE
CITY OF ALPHARETTA
LAND LOT(S) 691
DISTRICT 1st SECTION 2nd



SCALE: 1"=40'
DATE: 07/18/23
FILE NO.: 16182.00
CHECKED BY: FA
DRAWN BY: FA

0 20 40 80

LDP NUMBER: 22-002-WR WATER EASEMENT EXHIBIT "A"
FOR:
FIREFLY



PEC+
Planners & Engineers Collaborative+
LAND PLANNING - SURVEYING & CONSTRUCTION - CIVIL ENGINEERING -
AGRICULTURE - LANDSCAPE ARCHITECTURE - WATER RESOURCES

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

COUNTY FULTON
STATE OF STATE
CITY OF ALPHARETTA
LAND LOT(S) 691
DISTRICT 1st SECTION 2nd

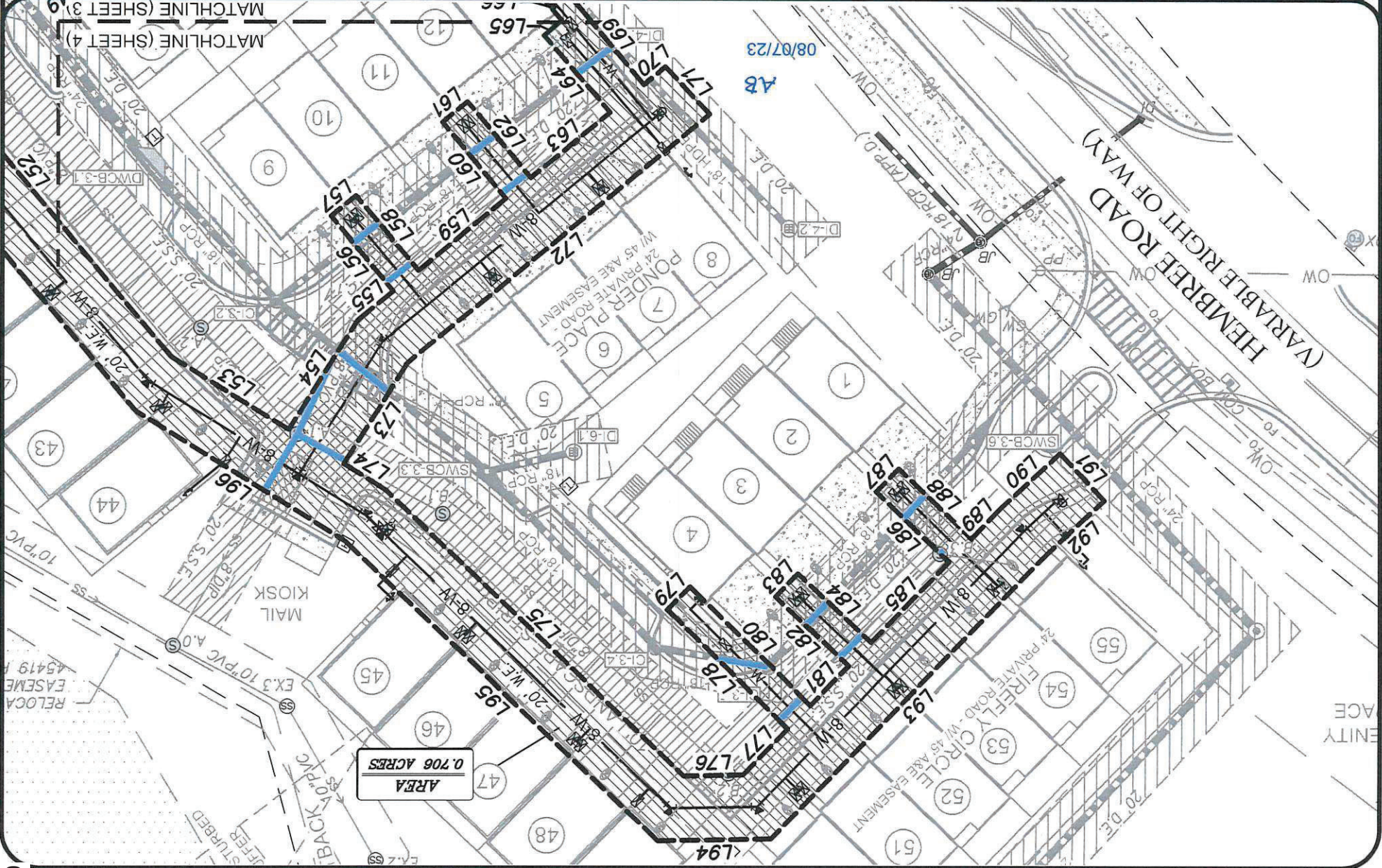


DRAWN BY: FA
CHECKED BY: FA
FILE NO.: 16182.00
DATE: 07/18/23
SCALE: 1"=40'

SHEET 5 OF 5

FOR:
FIREFLY

LDP NUMBER: 22-002-WR WATER EASEMENT EXHIBIT "A"





Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0610

Meeting Date: 9/20/2023

Department

Real Estate and Asset Management

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

Request approval of a Water Line Easement Dedication of 10,221 square feet to Fulton County, a political subdivision of the State of Georgia, from Branyan Trail, LLC for the purpose of constructing the Crabapple Market Residential Project at 0 Crabapple Circle, Milton, Georgia 30004.

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 Crabapple Market Residential Project, a residential subdivision development, requires the installation of a water service line. Fulton County development regulations require that all new water connections acknowledge Fulton County's ownership interests in the area (s) in which a water service line connection is being made prior to recording of the Final Plat. The easement area to be conveyed consists of 10,221 square feet and is in Land Lot 1136 of the 2nd District, 2nd Section of Fulton County, Georgia.

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

and the addition of a residential subdivision.

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

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

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

n/a

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

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

Project Name : CRABAPPLE MARKET RESIDENTIAL
Tax Parcel Identification No.: 22-400011362676
Land Disturbance Permit No.: WRN 23-042
Zoning/Special Use Permit No.: N/A
(if applicable)

For Fulton County Use Only

Approval
Date: _____
Initials: _____

**WATER LINE EASEMENT
(Corporate Form)**

STATE OF GEORGIA,

COUNTY OF FULTON

This indenture entered into this 26 day of JULY, 2023, between Branyan Trail, LLC, a limited liability company duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a water line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a water line through the 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) 1136, 2nd Section (if applicable) of 2nd District Fulton County, Georgia, and more particularly described as follows: To wit:

Crabapple Market:

Project Name

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

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, access, maintenance and upgrade of an existing eight(8) inch ductile iron water line through my property shown as a twenty foot (20") water easement on the map attached to this Water Line Easement as **Exhibit "A" (attached hereto and made a part hereof)**, and which size and location may be modified from time to time including in the future after the date of this document to accommodate said water 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 water line on both a routine and emergency basis. Contemporaneous with the execution and delivery of this water line easement, Grantor and Fulton County are entering into a Water System Ownership, Operation, Maintenance, and Repair Agreement (the "WaterSystem Agreement") that will be recorded in the real estate records of Fulton County, Georgia.

Said Grantor hereby warrants that it has the right to sell and convey said water 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 water line easement unto the said FULTON COUNTY, its successors and assigns against the claims of all persons whomever by virtue of these presents.

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

[signature on following page]

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

Signed, sealed and delivered this

day of

July

25th
20 23

in the presence of:

GRANTOR: BRANYAN TRAIL, LLC

By:

Adam D. Orkin

Adam D. Orkin, Manager

[Signature]
Witness

Robert Thigpen Slaten
Notary Public

[NOTARIAL SEAL]



EXHIBIT "A"

Location of water line and water line easement area

Water Line Easement - Legal Description -- Crabapple Market - Residential

ALL THAT TRACT OR PARCEL of land being in Land Lots 1136 of the 2nd District, 2nd Section of Fulton County, Georgia; this description is based on information taken from a survey by Watts & Browning Engineers, Inc. dated October 2, 2018 and shown on a Utility Site Plan by AEC, Inc. last revised April 28, 2023, being more particularly described as follows:

THE POINT OF COMMENCEMENT begins at a ½ inch rebar with cap iron pin found at the northwest corner of the intersection Crabapple Road and Heritage Walk in land lot 1136 of the 2nd district 2nd section of Fulton County, Georgia, running thence north 00 degrees 56 minutes 19 seconds east for 339.93 feet to THE POINT OF BEGINNING;

from said POINT OF BEGINNING;

running thence north 00 degrees 56 minutes 19 seconds east for 78.79 feet to a point;

running thence north 02 degrees 03 minutes 08 seconds east for 185.13 feet to a point;

running thence north 52 degrees 36 minutes 06 seconds east for 94.04 feet to a point;

running thence south 88 degrees 36 minutes 23 seconds east for 132.43 feet to a point;

running thence south 39 degrees 30 minutes 33 seconds east for 50.55 feet to a point;

running thence south 50 degrees 29 minutes 27 seconds west for 20.00 feet to a point;

running thence north 39 degrees 30 minutes 33 seconds west for 41.42 feet to a point;

running thence north 88 degrees 36 minutes 23 seconds west for 116.25 feet to a point;

running thence south 52 degrees 36 minutes 06 seconds west for 77.55 feet to a point;

running thence south 02 degrees 03 minutes 08 seconds west for 209.66 feet to a point;

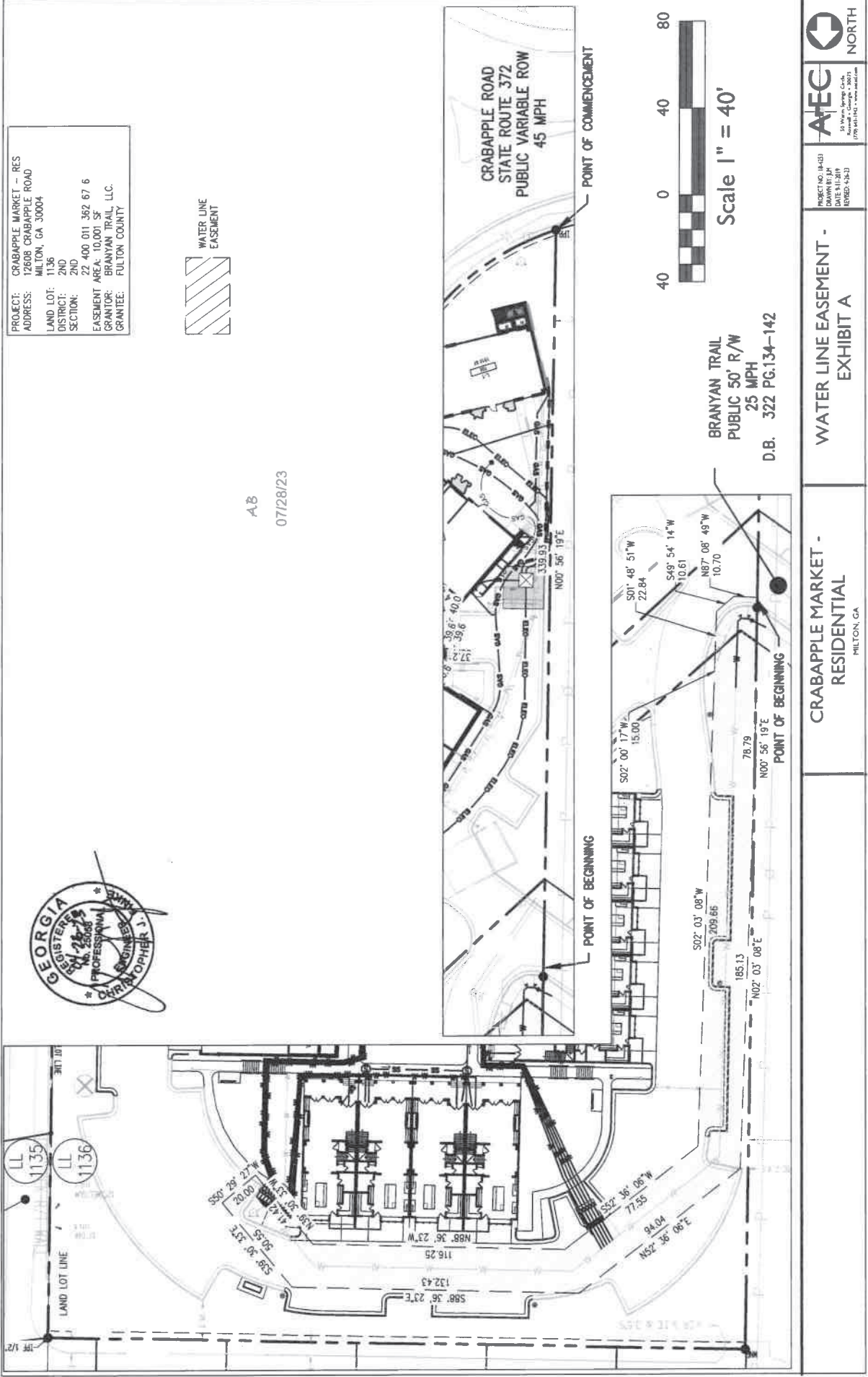
running thence south 02 degrees 00 minutes 17 seconds west for 15.00 feet to a point;

running thence south 01 degrees 48 minutes 51 seconds west for 22.84 feet to a point;

running thence south 49 degrees 54 minutes 14 seconds west for 10.61 feet to a point;

running thence north 87 degrees 08 minutes 49 seconds west for 10.70 feet to the POINT OF BEGINNING.

Said tract of land contains 0.234 acres or 10,221 square feet.





Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0611

Meeting Date: 9/20/2023

Department

Real Estate and Asset Management

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

Request approval of a Water Line Easement Dedication of 179,162 square feet to Fulton County, a political subdivision of the State of Georgia, from Windward Park Master Association, Inc. for the purpose of constructing the Windward Park Commercial District Project at 0 Northpoint Parkway, Alpharetta, Georgia 30005.

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 Windward Park Commercial District Project, a commercial development, requires the construction of a water line. Fulton County development regulations require that all new water connections acknowledge Fulton County's ownership interests in the area (s) in which a water service line connection is being made prior to the issuance of a Land Disturbance Permit. The easement area to be conveyed consists of 179,162 square feet and located

in Land Lots 1112 and 1177 of the 2nd District, Section 21 and Land Lots 1188 and 1189 of the 2nd District, Section 22 of Fulton County, Georgia.

Community Impact: The community will benefit from the extension of the County's water system and the addition of a new mixed-use development.

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

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

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

n/a

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

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

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

Project Name : Windward Park Commercial District
Tax Parcel Identification No.: 21549011120492, 21550011771433,
Land Disturbance Permit No.: 22545011880596, 21549011120500
Zoning/Special Use Permit No.: 16-021 WR
(if applicable)

For Fulton County Use Only

Approval Date: _____

Initials: _____

N/A

WATER LINE EASEMENT (Corporate Form)

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 26th day of July, 2023, between Windward Park Master Association Inc, a corporation duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor) and FULTON COUNTY, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a water line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a water line through the 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) 1112, 1177, 1188, 1189, 1st, 2nd Section (if applicable) of District 2nd District, Fulton County, Georgia, and more particularly described as follows: To wit:

Windward Park Commercial District

Project Name

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

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, access, maintenance and upgrade of a water line through my property according to the location and size of said water line as shown on the map and profile now on file in

Water Line Easement – Corporate
Revised 08/20/2007

the office of the Public Works Department of Fulton County, and which size and location may be modified from time to time including in the future after the date of this document to accommodate said water 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 water line on both a routine and emergency basis.

Said Grantor hereby warrants that it has the right to sell and convey said water 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 water line easement unto the said FULTON COUNTY, its successors and assigns against the claims of all persons whomever by virtue of these presents.

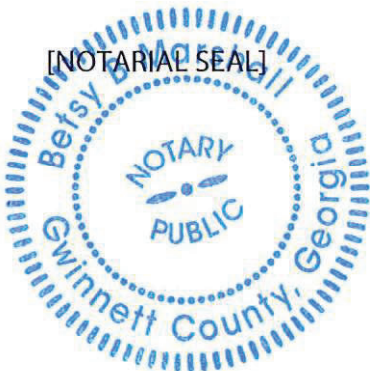
Said Grantor hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said water line for the use of the property as herein agreed.

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

Signed, sealed and delivered this 26th
day of July, 2023
in the presence of:

Rob N
Witness

Betsy B. Marshall
Notary Public
My Commission Expires: June 19, 2027



GRANTOR: Windward Park Master Association, Inc.
Corporate Name

By: Robert W. Worthington
Print Name: Robert W. Worthington
Title: President

By: _____
Print Name: _____
Title: _____

[CORPORATE SEAL]

WATER EASEMENT EXHIBIT

EXHIBIT DATE:
07/25/2023**WINDWARD POINT WHP, INC**

GS JOB NO: 20155108

DRAWING SCALE: 1" = 60'

FIELD WORK: TB

CITY: ALPHARETTA

STATE: GA

PROJ MGR: CAJ

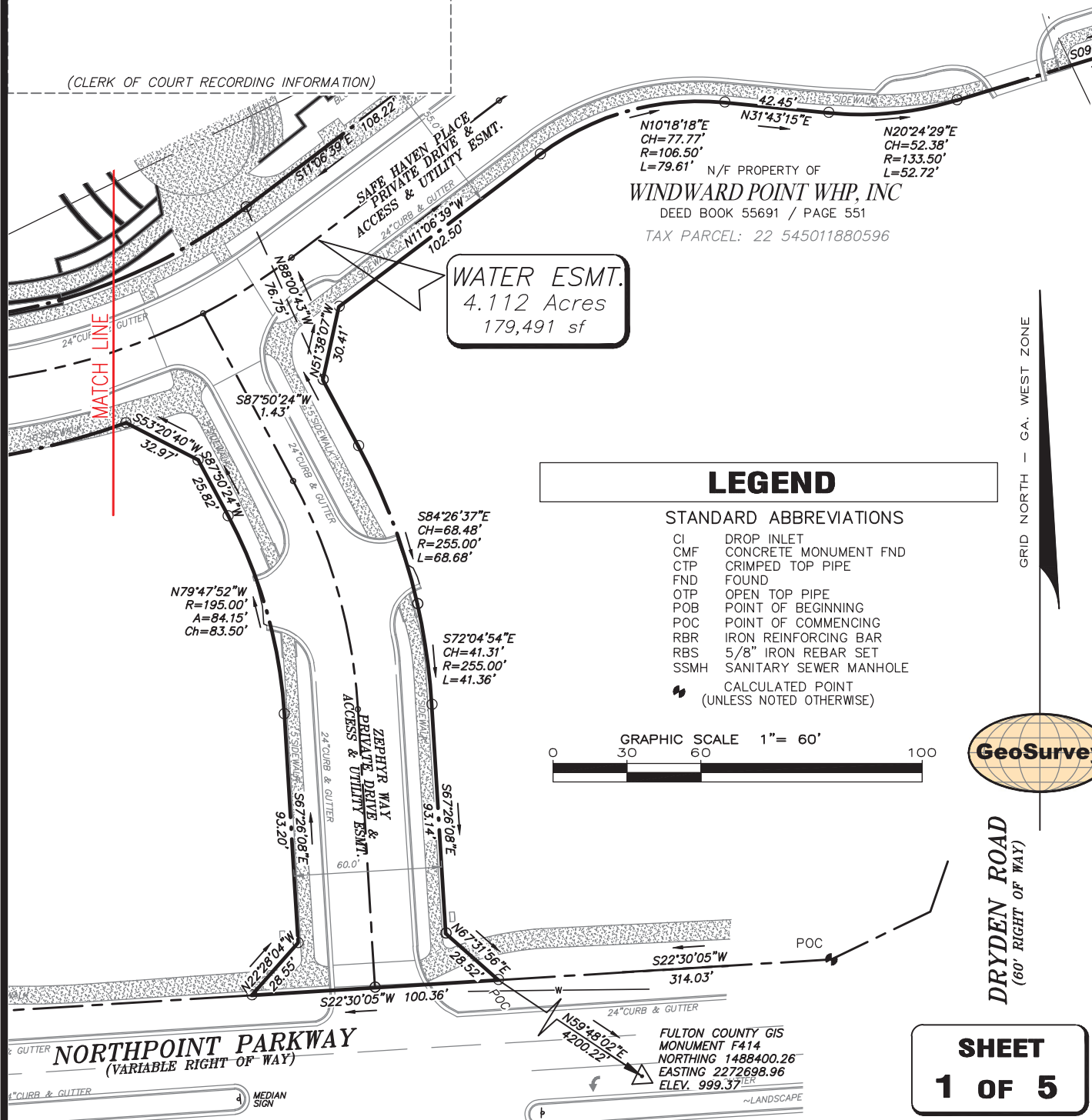
COUNTY: FULTON

REVIEWED:

LAND LOTS: LAND LOT: 1112 & 1177
DISTRICT: 2ND SECTION: 1ST
LAND LOT: 1188 & 1189
DISTRICT: 2ND SECTION: 2ND

DWG FILE: 20155108-17-SE

(CLERK OF COURT RECORDING INFORMATION)

**SHEET**
1 OF 5

CLOSURE STATEMENT

THE FIELD CLOSURE UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 68,421, AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. A TRIMBLE S-6 TOTAL STATION AND TRIMBLE TSC-3 DATA COLLECTOR WERE USED TO COLLECT THIS FIELD DATA.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 57,128 FEET. GE INIT.

WATER EASEMENT EXHIBIT

EXHIBIT DATE:
07/25/2023

WINDWARD POINT WHP, INC

GS JOB NO:	20155108	DRAWING SCALE:	1"= 60'
FIELD WORK:	TB	CITY:	ALPHARETTA
PROJ MGR:	CAJ	STATE:	GA
REVIEWED:		COUNTY:	FULTON
DWG FILE:	20155108-17-SE	LAND LOTS:	LAND LOT: 1112 & 1177 DISTRICT: 2ND SECTION: 1ST
			LAND LOT: 1188 & 1189 DISTRICT: 2ND SECTION: 2ND

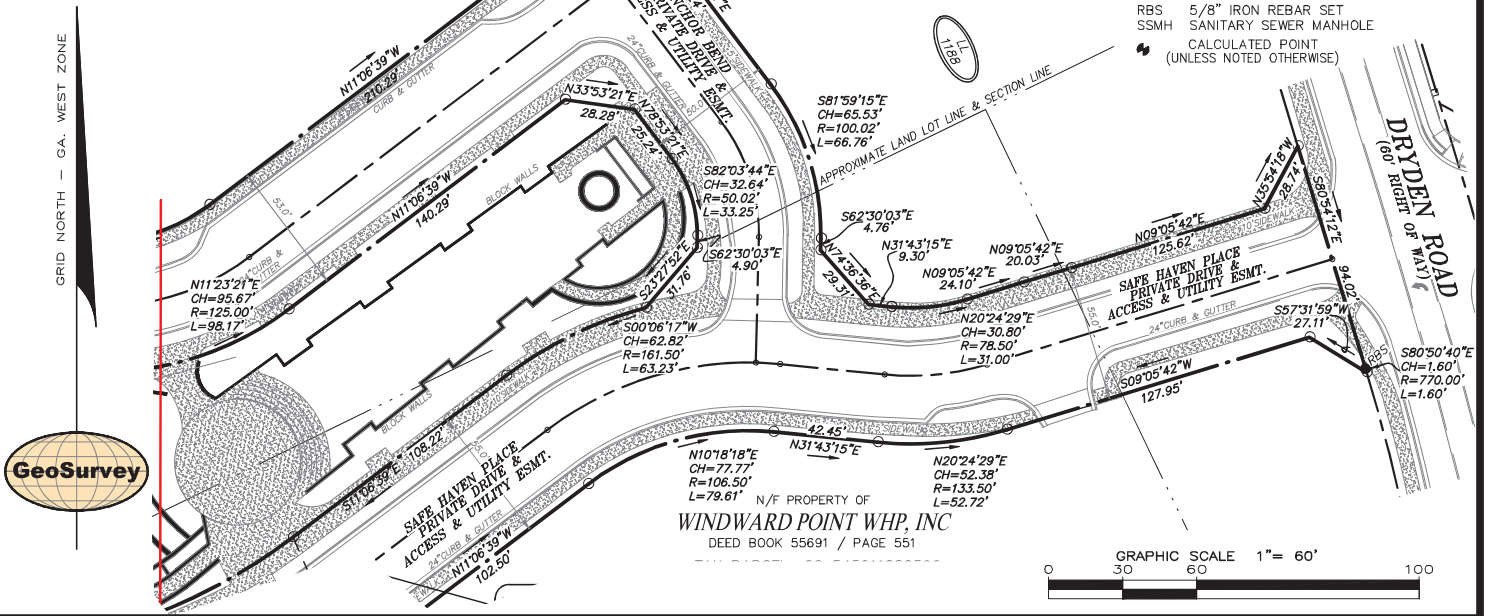
**SHEET
2 OF 5**

LEGEND

STANDARD ABBREVIATIONS

CI	DROP INLET
CMF	CONCRETE MONUMENT FND
CTP	CRIMPED TOP PIPE
FND	FOUND
OIP	OPEN TOP PIPE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCING
RBR	IRON REINFORCING BAR
RBS	5/8" IRON REBAR SET
SSMH	SANITARY SEWER MANHOLE
	CALCULATED POINT (UNLESS NOTED OTHERWISE)

(CLERK OF COURT RECORDING INFORMATION)



LEGEND

STANDARD ABBREVIATIONS

CI	DROP INLET
CMF	CONCRETE MONUMENT FND
CTP	CRIMPED TOP PIPE
FND	FOUND
OTP	OPEN TOP PIPE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCING
RBR	IRON REINFORCING BAR
RBS	5/8" IRON REBAR SET
SSMH	SANITARY SEWER MANHOLE
☛	CALCULATED POINT (UNLESS NOTED OTHERWISE)

**SHEET
3 OF 5**

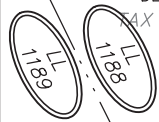
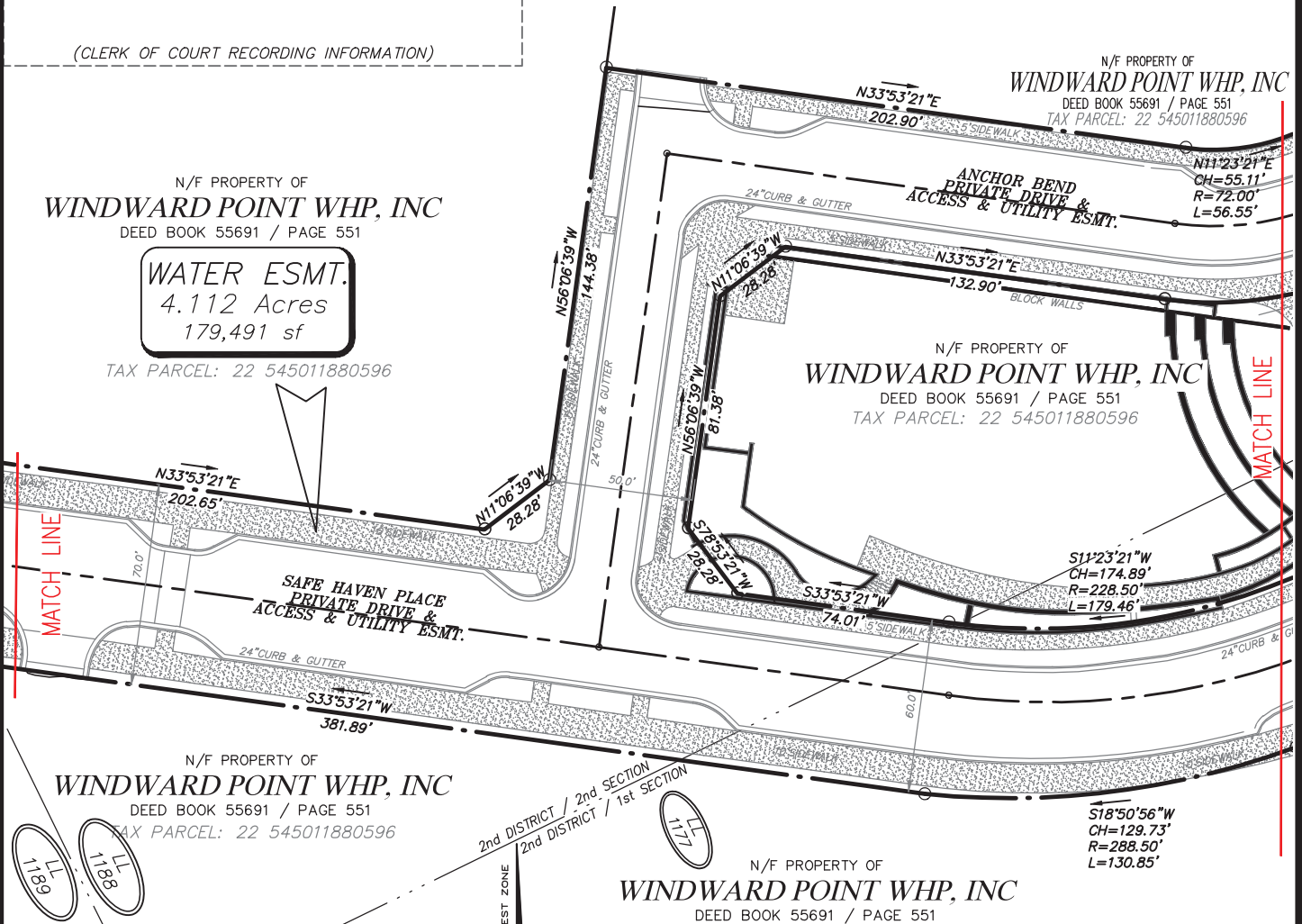
(CLERK OF COURT RECORDING INFORMATION)

N/F PROPERTY OF
WINDWARD POINT WHP, INC
DEED BOOK 55691 / PAGE 551

WATER ESMT.
4.112 Acres
179,491 sf

TAX PARCEL: 22 545011880596

N/F PROPERTY OF
WINDWARD POINT WHP, INC
DEED BOOK 55691 / PAGE 551
TAX PARCEL: 22 545011880596



CLOSURE STATEMENT

THE FIELD CLOSURE UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 68,421, AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. A TRIMBLE S-6 TOTAL STATION AND TRIMBLE TSC-3 DATA COLLECTOR WERE USED TO COLLECT THIS FIELD DATA.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 57,128 FEET. GEE INIT.



N/F PROPERTY OF
WINDWARD POINT WHP, INC
DEED BOOK 55691 / PAGE 551

WATER EASEMENT EXHIBIT

EXHIBIT DATE:
07/25/2023

WINDWARD POINT WHP, INC

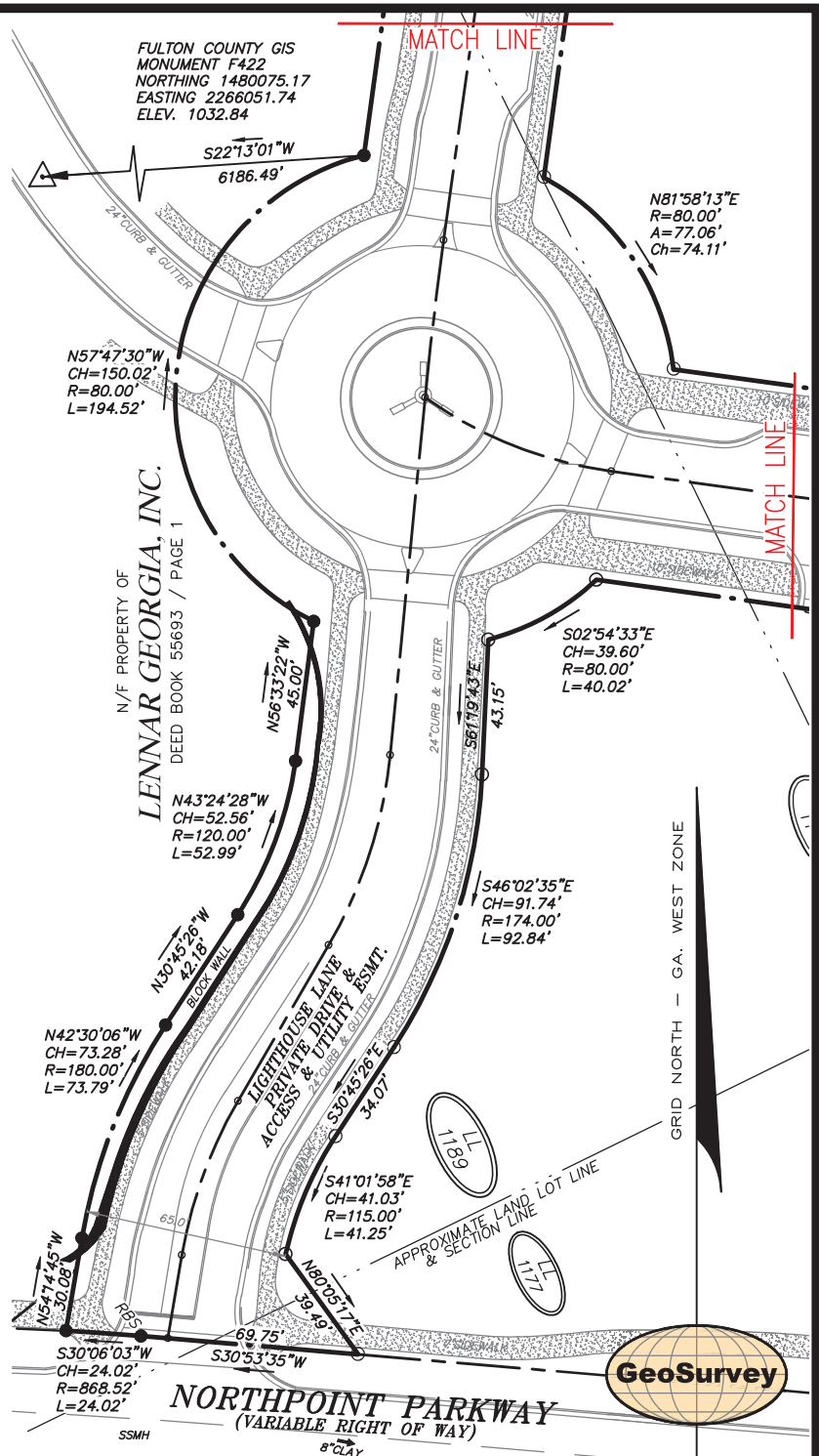
GS JOB NO:	20155108	DRAWING SCALE:	1" = 60'
FIELD WORK:	TB	CITY:	ALPHARETTA
PROJ MGR:	CAJ	COUNTY:	FULTON
REVIEWED:		LAND LOTS:	LAND LOT: 1112 & 1177 DISTRICT: 2ND SECTION: 1ST
DWG FILE:	20155108-17-SE		LAND LOT: 1188 & 1189 DISTRICT: 2ND SECTION: 2ND

(CLERK OF COURT RECORDING INFORMATION)

LEGEND

STANDARD ABBREVIATIONS

CI	DROP INLET
CMF	CONCRETE MONUMENT FND
CTP	CRIMPED TOP PIPE
FND	FOUND
OTP	OPEN TOP PIPE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCING
RBR	IRON REINFORCING BAR
RBS	5/8" IRON REBAR SET
SSMH	SANITARY SEWER MANHOLE
☐	CALCULATED POINT (UNLESS NOTED OTHERWISE)



CLOSURE STATEMENT

THE FIELD CLOSURE UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 68,421, AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. A TRIMBLE S-6 TOTAL STATION AND TRIMBLE TSC-3 DATA COLLECTOR WERE USED TO COLLECT THIS FIELD DATA.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 57,128 FEET. GEE INIT.

**SHEET
4 OF 5**

WATER EASEMENT EXHIBIT

EXHIBIT DATE:
07/25/2023

WINDWARD POINT WHP, INC

GS JOB NO:	20155108	DRAWING SCALE:	1" = 60'
FIELD WORK:	TB	CITY:	ALPHARETTA
PROJ MGR:	CAJ	COUNTY:	FULTON
REVIEWED:		LAND LOTS:	LAND LOT: 1112 & 1177 DISTRICT: 2ND SECTION: 1ST
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SURVEYOR CERTIFICATION

The property hereon lies completely within a jurisdiction which does not review or approve any plats or this type of plat prior to recording. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. 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.

Craig A. Jennings
Georgia Registered
Land Surveyor # 3043

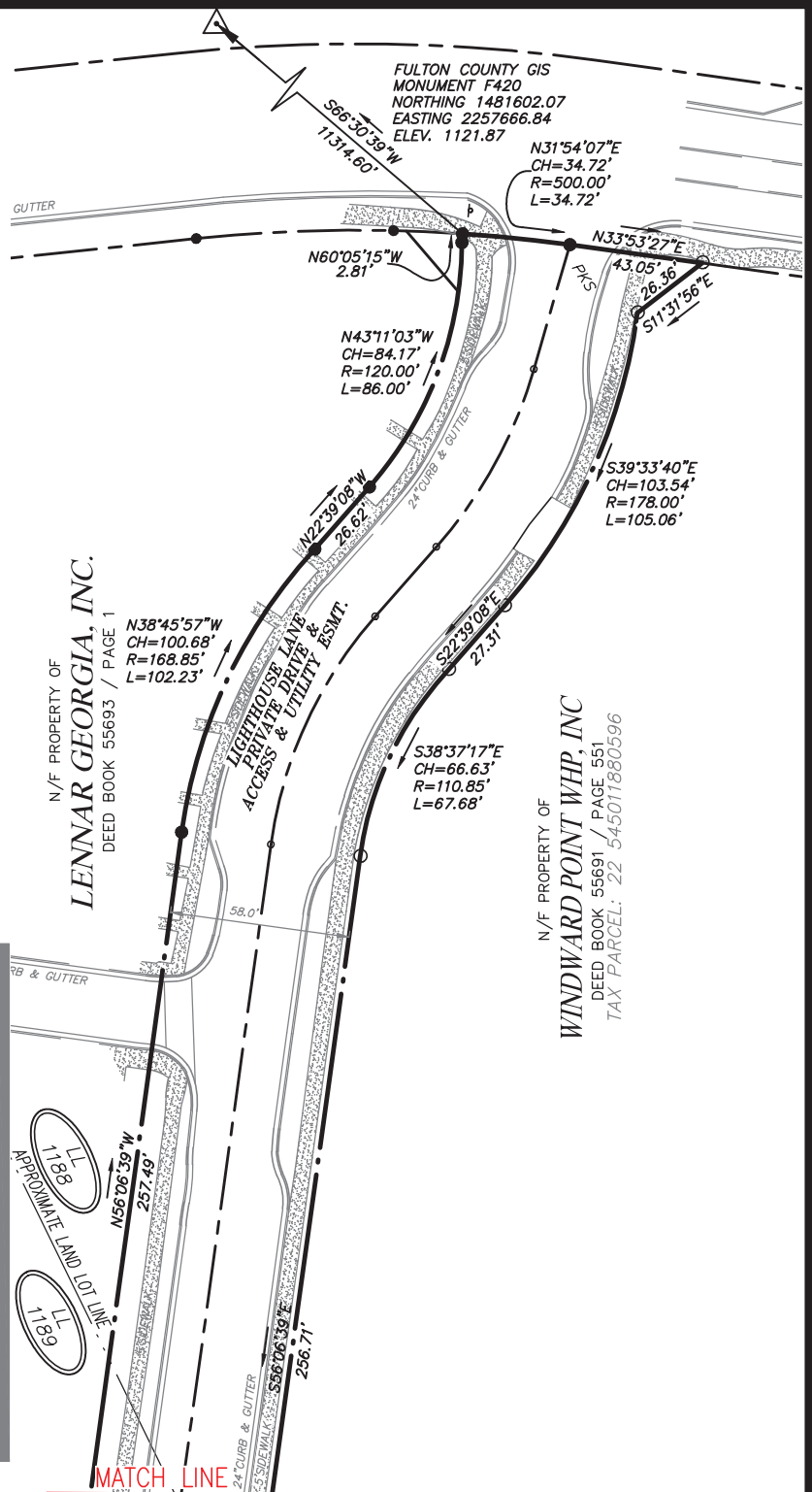


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SHEET
5 OF 5



WATER EASEMENT EXHIBIT

EXHIBIT DATE:
07/25/2023

WINDWARD POINT WHP, INC

GS JOB NO:	20155108	DRAWING SCALE:	1" = 60'
FIELD WORK:	TB	CITY:	ALPHARETTA
PROJ MGR:	CAJ	STATE:	GA
REVIEWED:		COUNTY:	FULTON
DWG FILE:	20155108-17-SE	LAND LOTS:	LAND LOT: 1112 & 1177 DISTRICT: 2ND SECTION: 1ST LAND LOT: 1188 & 1189 DISTRICT: 2ND SECTION: 2ND

Water Easement

All that tract or parcel of land lying and being in the City of Alpharetta in Land Lots 1112 and 1177, 2nd District, 1st Section and 1188 and 1189, 2nd District, 2nd Section of Fulton County Georgia and being more particularly described as follows.

Commence at the south end of the mitered intersection of Dryden Road having a 60 foot right of way and the western right of way line of North Point Parkway having a variable right of way and then run South 22 degrees 30 minutes 05 seconds West, a distance of 314.03 feet to a point and the Point of Beginning, Thence from said Point of Beginning and running along all Private roads thence South 22 degrees 30 minutes 05 seconds West, a distance of 100.36 feet to a point; thence North 22 degrees 28 minutes 04 seconds West, a distance of 28.55 feet to a point; thence North 67 degrees 26 minutes 08 seconds West, a distance of 93.20 feet to a point; thence along a curve to the left, said curve having an arc length of 26.47 feet with a radius of 195.00 feet, being subtended by a chord bearing of North 71 degrees 19 minutes 28 seconds West, a distance of 26.45 feet to a point; thence along a curve to the left, said curve having an arc length of 20.28 feet with a radius of 195.00 feet, being subtended by a chord bearing of North 78 degrees 11 minutes 33 seconds West, a distance of 20.27 feet to a point; thence along a curve to the left, said curve having an arc length of 37.40 feet with a radius of 195.00 feet, being subtended by a chord bearing of North 86 degrees 39 minutes 57 seconds West, a distance of 37.34 feet to a point; thence South 87 degrees 50 minutes 24 seconds West, a distance of 25.82 feet to a point; thence South 53 degrees 20 minutes 40 seconds West, a distance of 32.97 feet to a point; thence along a curve to the right, said curve having an arc length of 130.85 feet with a radius of 288.50 feet, being subtended by a chord bearing of South 18 degrees 50 minutes 56 seconds West, a distance of 129.73 feet to a point; thence South 33 degrees 53 minutes 21 seconds West, a distance of 381.89 feet to a point; thence along a curve to the right, said curve having an arc length of 40.02 feet with a radius of 80.00 feet, being subtended by a chord bearing of South 02 degrees 54 minutes 33 seconds East, a distance of 39.60 feet to a point; thence South 61 degrees 19 minutes 43 seconds East, a distance of 43.15 feet to a point; thence along a curve to the right, said curve having an arc length of 92.84 feet with a radius of 174.00 feet, being subtended by a chord bearing of South 46 degrees 02 minutes 35 seconds East, a distance of 91.74 feet to a point; thence South 30 degrees 45 minutes 26 seconds East, a distance of 34.07 feet to a point; thence along a curve to the left, said curve having an arc length of 41.25 feet with a radius of 115.00 feet, being subtended by a chord bearing of South 41 degrees 01 minutes 58 seconds East, a distance of 41.03 feet to a point; thence North 80 degrees 05 minutes 17 seconds East, a distance of 39.49 feet to a point; thence South 59 degrees 07 minutes 01 seconds East, a distance of 0.10 feet to a point; thence South 30 degrees 53 minutes 35 seconds West, a distance of 69.75 feet to a point; thence along a curve to the left, said curve having an arc length of 24.02 feet with a radius of 868.52 feet, being subtended by a chord bearing of South 30 degrees 06 minutes 03 seconds West, a distance of 24.02 feet to a point; thence North 54 degrees 14 minutes 45 seconds West, a distance of 30.08 feet to a point; thence along a curve to the right, said curve having an arc length of 73.79 feet with a radius of 180.00 feet, being subtended by a chord bearing of North 42 degrees 30 minutes 06 seconds West, a distance of 73.28 feet to a point; thence North 30 degrees 45 minutes 26 seconds West, a distance of 42.18 feet to a point; thence along a curve to the left, said curve having an arc length of 52.99 feet with a radius of 120.00 feet, being subtended by a chord bearing of North 43 degrees 24 minutes 28 seconds West, a distance of 52.56 feet to a point; thence North 56 degrees 33 minutes 22 seconds West, a distance of 45.00 feet to a point; thence along a curve to the right, said curve having an arc length of 194.52 feet with a radius of 80.00 feet, being subtended by a chord bearing of North 57 degrees 47 minutes 30 seconds West, a distance of 150.02 feet to a point;

thence North 56 degrees 06 minutes 39 seconds West, a distance of 257.49 feet to a point; thence along a curve to the right, said curve having an arc length of 102.23 feet with a radius of 168.85 feet, being subtended by a chord bearing of North 38 degrees 45 minutes 57 seconds West, a distance of 100.68 feet to a point; thence North 22 degrees 39 minutes 08 seconds West, a distance of 26.62 feet to a point; thence along a curve to the left, said curve having an arc length of 86.00 feet with a radius of 120.00 feet, being subtended by a chord bearing of North 43 degrees 11 minutes 03 seconds West, a distance of 84.17 feet to a point; thence North 60 degrees 05 minutes 15 seconds West, a distance of 2.81 feet to a point; thence along a curve to the right, said curve having an arc length of 34.72 feet with a radius of 500.00 feet, being subtended by a chord bearing of North 31 degrees 54 minutes 07 seconds East, a distance of 34.72 feet to a point; thence North 33 degrees 53 minutes 27 seconds East, a distance of 43.05 feet to a point; thence South 11 degrees 31 minutes 56 seconds East, a distance of 26.36 feet to a point; thence along a curve to the right, said curve having an arc length of 105.06 feet with a radius of 178.00 feet, being subtended by a chord bearing of South 39 degrees 33 minutes 40 seconds East, a distance of 103.54 feet to a point; thence South 22 degrees 39 minutes 08 seconds East, a distance of 27.31 feet to a point; thence along a curve to the left, said curve having an arc length of 67.68 feet with a radius of 110.85 feet, being subtended by a chord bearing of South 38 degrees 37 minutes 17 seconds East, a distance of 66.63 feet to a point; thence South 56 degrees 06 minutes 39 seconds East, a distance of 42.90 feet to a point; thence South 56 degrees 06 minutes 39 seconds East, a distance of 21.46 feet to a point; thence South 56 degrees 06 minutes 39 seconds East, a distance of 192.36 feet to a point; thence along a curve to the right, said curve having an arc length of 29.28 feet with a radius of 80.00 feet, being subtended by a chord bearing of North 64 degrees 51 minutes 44 seconds East, a distance of 29.12 feet to a point; thence along a curve to the right, said curve having an arc length of 21.46 feet with a radius of 80.00 feet, being subtended by a chord bearing of North 83 degrees 01 minutes 59 seconds East, a distance of 21.40 feet to a point; thence along a curve to the right, said curve having an arc length of 26.31 feet with a radius of 80.00 feet, being subtended by a chord bearing of South 79 degrees 51 minutes 32 seconds East, a distance of 26.20 feet to a point; thence North 33 degrees 53 minutes 21 seconds East, a distance of 202.65 feet to a point; thence North 11 degrees 06 minutes 39 seconds West, a distance of 28.28 feet to a point; thence North 56 degrees 06 minutes 39 seconds West, a distance of 144.38 feet to a point; thence North 33 degrees 53 minutes 21 seconds East, a distance of 202.90 feet to a point; thence along a curve to the left, said curve having an arc length of 56.55 feet with a radius of 72.00 feet, being subtended by a chord bearing of North 11 degrees 23 minutes 21 seconds East, a distance of 55.11 feet to a point; thence North 11 degrees 06 minutes 39 seconds West, a distance of 168.36 feet to a point; thence North 11 degrees 06 minutes 39 seconds West, a distance of 20.00 feet to a point; thence North 11 degrees 06 minutes 39 seconds West, a distance of 21.92 feet to a point; thence North 78 degrees 53 minutes 21 seconds East, a distance of 98.24 feet to a point; thence along a curve to the right, said curve having an arc length of 66.76 feet with a radius of 100.02 feet, being subtended by a chord bearing of South 81 degrees 59 minutes 15 seconds East, a distance of 65.53 feet to a point; thence South 62 degrees 30 minutes 03 seconds East, a distance of 4.76 feet to a point; thence North 74 degrees 36 minutes 36 seconds East, a distance of 29.31 feet to a point; thence North 31 degrees 43 minutes 15 seconds East, a distance of 9.30 feet to a point; thence along a curve to the left, said curve having an arc length of 31.00 feet with a radius of 78.50 feet, being subtended by a chord bearing of North 20 degrees 24 minutes 29 seconds East, a distance of 30.80 feet to a point; thence North 09 degrees 05 minutes 42 seconds East, a distance of 24.10 feet to a point; thence North 09 degrees 05 minutes 42 seconds East, a distance of 20.03 feet to a point; thence North 09 degrees 05 minutes 42 seconds East, a distance of 81.49 feet to a point; thence North 35 degrees 54 minutes 18 seconds West, a distance of 28.74 feet to a point; thence South 80 degrees 54 minutes 12 seconds East, a distance of 94.02 feet to a point; thence along a curve to the right, said curve having an arc length of 1.60 feet with a radius of 770.00 feet, being subtended by a

chord bearing of South 80 degrees 50 minutes 40 seconds East, a distance of 1.60 feet to a point; thence South 57 degrees 31 minutes 59 seconds West, a distance of 22.34 feet to a point; thence South 57 degrees 31 minutes 59 seconds West, a distance of 4.78 feet to a point; thence South 09 degrees 05 minutes 42 seconds West, a distance of 106.80 feet to a point; thence South 09 degrees 05 minutes 42 seconds West, a distance of 21.15 feet to a point; thence along a curve to the right, said curve having an arc length of 52.72 feet with a radius of 133.50 feet, being subtended by a chord bearing of South 20 degrees 24 minutes 29 seconds West, a distance of 52.38 feet to a point; thence South 31 degrees 43 minutes 15 seconds West, a distance of 42.45 feet to a point; thence along a curve to the left, said curve having an arc length of 79.61 feet with a radius of 106.50 feet, being subtended by a chord bearing of South 10 degrees 18 minutes 18 seconds West, a distance of 77.77 feet to a point; thence South 11 degrees 06 minutes 39 seconds East, a distance of 102.50 feet to a point; thence South 51 degrees 38 minutes 07 seconds East, a distance of 30.41 feet to a point; thence North 87 degrees 50 minutes 24 seconds East, a distance of 1.43 feet to a point; thence North 87 degrees 50 minutes 24 seconds East, a distance of 29.06 feet to a point; thence along a curve to the right, said curve having an arc length of 68.68 feet with a radius of 255.00 feet, being subtended by a chord bearing of South 84 degrees 26 minutes 37 seconds East, a distance of 68.48 feet to a point; thence along a curve to the right, said curve having an arc length of 41.36 feet with a radius of 255.00 feet, being subtended by a chord bearing of South 72 degrees 04 minutes 54 seconds East, a distance of 41.31 feet to a point; thence South 67 degrees 26 minutes 08 seconds East, a distance of 93.14 feet to a point; thence North 67 degrees 31 minutes 56 seconds East, a distance of 28.52 feet to a point with said point being the Point of Beginning.

Said tract of land contains 5.085 Acres

Less and except Park

Commence at the south end of the mitered intersection of Dryden Road having a 60 foot right of way and the western right of way line of North Point Parkway having a variable right of way and then run South 22 degrees 30 minutes 05 seconds West, a distance of 314.03 feet to a point; Thence leaving said right of way and run along the private road South 67 degrees 31 minutes 56 seconds West, a distance of 28.52 feet to a point; thence continue North 67 degrees 26 minutes 08 seconds West, a distance of 93.14 feet to a point; thence along a curve to the left, said curve having an arc length of 41.36 feet with a radius of 255.00 feet, being subtended by a chord bearing of North 72 degrees 04 minutes 54 seconds West, a distance of 41.31 feet to a point; thence along a curve to the left, said curve having an arc length of 68.68 feet with a radius of 255.00 feet, being subtended by a chord bearing of North 84 degrees 26 minutes 37 seconds West, a distance of 68.48 feet to a point; thence South 87 degrees 50 minutes 24 seconds West, a distance of 29.06 feet to a point; thence South 87 degrees 50 minutes 24 seconds West, a distance of 1.43 feet to a point; thence crossing said private drive North 88 degrees 00 minutes 43 seconds West, a distance of 76.75 feet to a point and the Point of Beginning, Thence from said Point of Beginning and run thence along the private road the following courses, curve to the right, said curve having an arc length of 179.46 feet with a radius of 228.50 feet, being subtended by a chord bearing of South 11 degrees 23 minutes 21 seconds West, a distance of 174.89 feet to a point; thence South 33 degrees 53 minutes 21 seconds West, a distance of 74.01 feet to a point; thence South 78 degrees 53 minutes 21 seconds West, a distance of 28.28 feet to a point; thence North 56 degrees 06 minutes 39 seconds West, a distance of 81.38 feet to a point; thence North 11 degrees 06 minutes 39 seconds West, a distance of 28.28 feet to a point; thence North 33 degrees 53 minutes 21 seconds East, a distance of 132.90 feet to a point; thence along a curve to the left, said curve having an arc length of 98.17 feet with a radius of 125.00 feet, being subtended by a chord bearing of North 11 degrees 23

minutes 21 seconds East, a distance of 95.67 feet to a point; thence North 11 degrees 06 minutes 39 seconds West, a distance of 140.29 feet to a point; thence North 33 degrees 53 minutes 21 seconds East, a distance of 28.28 feet to a point; thence North 78 degrees 53 minutes 21 seconds East, a distance of 25.24 feet to a point; thence along a curve to the right, said curve having an arc length of 33.25 feet with a radius of 50.02 feet, being subtended by a chord bearing of South 82 degrees 03 minutes 44 seconds East, a distance of 32.64 feet to a point; thence South 62 degrees 30 minutes 03 seconds East, a distance of 4.90 feet to a point; thence South 23 degrees 27 minutes 52 seconds East, a distance of 31.76 feet to a point; thence along a curve to the left, said curve having an arc length of 63.23 feet with a radius of 161.50 feet, being subtended by a chord bearing of South 00 degrees 06 minutes 17 seconds West, a distance of 62.82 feet to a point; thence South 11 degrees 06 minutes 39 seconds East, a distance of 108.22 feet to a point and the Point of Beginning.

Said tract of land contains 0.972 Acres.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0612

Meeting Date: 9/20/2023

Department

Sheriff

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

Request approval to extend an existing contract, Fulton County Sheriff's Office 20RFP126238B-YJ, Behavioral Health & Addictive Disease Counseling in an amount not to exceed \$54,000.00 with Chris 180 to provide the Second Chance Act Improving Reentry for Adults with Co-Occurring Substance Abuse and Mental Illness (CSAMI), Grant) for an additional six month period. Effective October 1, 2023 to March 31, 2024. 100% grant funded.

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)*

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 purpose of this request is to extend the existing contract for an additional six month period. The initial contract term for the grant was for four years with no renewal options, effective October 1, 2019 through September 30, 2023. The Fulton County Sheriff's Office has been awarded a no-cost program grant project extension funding from the Department of Justice/Bureau of Justice Assistance

and this action is needed to extend the contract term.

Scope of Work: Fulton County Sheriff's Office will continue to provide evidence-based reentry services in the jail for pre-release and post-release services; outcomes consistent with the Model Transition to Jail Community (TJC).

Community Impact: None

Department Recommendation: Fulton County Sheriff's Office recommends approval to extend the existing contracts with Chris 180, Inc. to continue Reentry services at the Fulton County Jail for 6 months.

Project Implications: The Grant is expiring September 30, 2023. Fulton County Sheriff's Office currently has individuals in the Fulton County Jail receiving pre-release services. We are requesting an extension of Chris 180 contract to ensure all grant funds are spent by March 31, 2024.

Community Issues/Concerns: This grant is used to address the challenges posed by re-entry and reduce recidivism for individuals reentering communities from incarceration.

Department Issues/Concerns: Fulton County Sheriff's Office recommends the Contract be extended. Fulton County Sheriff's Office has been awarded a no-cost program grant project extension from the funder Department of Justice/Bureau of Justice Assistance.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	20-0921	12-16-2020	\$413,342.00
Extension No. 1			\$54,000
Total Revised Amount			\$467,342.00

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

Contract Value: \$54,000.00

Prime Vendor: Chris 180

Prime Status: Non-profit

Location: Atlanta, GA

County: Fulton County

Prime Value: \$54,000 or 100.00%

Total Contract Value: \$54,000 or 100.00%

Total Certified Value: \$Non-profit

Exhibits Attached

Exhibit 1: Contractor Performance Report

Exhibit 2: Extension Agreement No. 1

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

Dr. Vinyl Baker, Financial System Manager 770-376-8820.

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: 413,342.00

Previous Adjustments: 0.00

This Request: \$54,000

TOTAL: \$463,342.00

Grant Information Summary

Amount Requested: \$54,000

Match Required: 0.00

Start Date: 10/01/2023

End Date: 3/31/2024

Match Account \$: 0.00

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

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

461-330-CO-19-1160: Grants, Sheriff, Professional Services

Key Contract Terms	
Start Date: 10/1/2023	End Date: 3/31/2024
Cost Adjustment: N/A	Renewal/Extension Terms: Extension for 6 months

Overall Contractor Performance Rating:4

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/3/2023

Report Period End:
8/31/2023



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT

Report Period Start	Report Period End	Contract Period Start	Contract Period End
1/1/2023	8/31/2023	10/01/2019	9/30/2023
Purchaser Order Number		Purchase Order Date	
PO 330 20RFP126238B-YJ		02/09/2021	
Department Sheriff's Office			

Bid Number	Service Commodity
0000243050	Professional Services/Behavioral Health & Addictive Disease Counseling

Chris 180

Performance Rating

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


1. Quality of Goods/Services		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)
	0	Chris 180 is very responsive; effective and/or efficient. Key employees are highly competent and seldom require guidance.
	1	
	2	
	3	
x	4	

2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/Change – On Time Completion Per Contract)
	0	Chris 180 delivers work product on time everyday at the Fulton County Jail.
	1	
	2	
	3	
x	4	

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
	0	Chris 180 case workers provide prompt response when inquires are made.
	1	
	2	
	3	
x	4	

4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – So Substitutions)
	0	The service quality level provided by Chris 180 is excellent. Chris 180 always bill within the grant budget.
	1	
	2	
	3	
X	4	

5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
	0	Chris 180 case workers are highly qualified for Fulton County Sheriff's Office reentry program.
	1	
	2	
	3	
x	4	

Overall Performance Rating	4	Date 08/10/2023	
Would you select/recommend this vendor again?	Yes		
Rating completed by:	Dr. Vinyl Baker		
Department Head Name:	Patrick Labat, Fulton County Sheriff		
Department Head Signature			

EXTENSION NO. 1 TO FORM OF CONTRACT

Contractor: Chris 180, Inc.

Contract No. 20RFP126238B-YJ, Behavioral Health & Addictive Disease Counseling & Title:

Address: 1030 Fayetteville Rd. SE

City, State: Atlanta, Georgia 30316

Phone: (770) 823-2858 and (404) 486-9034

Email: kathy.colberson@chris180.org

Contact: Kathy Colberson
CEO

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Chris 180, Inc. to perform behavioral health and addictive disease counseling to inmates at the Fulton County Jail for the Co-Occurring Substance Abuse and Mental Illness (CSAMI), dated December 16, 2020, on behalf of the Fulton County Sheriff's Office; and

WHEREAS, the County wishes to extend the subject contract, with all terms and conditions unchanged, for an additional six-month period; and

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

WHEREAS, this Extension was approved by the Fulton County Board of Commissioners on _____, BOC# _____.

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

This Extension No. 1 to Form of Contract is effective as of the 1st day of October 2023, between the County and Chris 180 who agree that all Services specified will be performed by in accordance with this Extension No. 1 to Form of Contract and the Contract Documents for an additional six-month period, with the contract ending as of 31st day of March 2024.

1. **COMPENSATION:** The services herein shall be performed by Contractor for a total amount not to exceed \$54,000.00 (Fifty-Four Thousand Dollars and Zero Cents).

3. **LIABILITY OF COUNTY:** This Extension 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 EXTENSION NO. 1 TO FORM OF CONTRACT:** Except as modified by this Extension 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

CONSULTANT:

CHRIS 180, INC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Kathy Colberson
CEO

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Office of the County Attorney

APPROVED AS TO CONTENT:

Notary Public

County: _____

Patrick "Pat" Labat, Sheriff
Fulton County Sheriff's Office

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.: 23-0613

Meeting Date: 9/20/2023

Department

Sheriff

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

Request approval to extend an existing contract, Fulton County Sheriff's Office with Justice Solutions, to align with the existing term October 1, 2019 through to September 30, 2023 a new contract term of October 1, 2023 through September 30, 2024. FY19 Second Chance Act Improving Reentry for Adults with Co-Occurring Substance Abuse and Mental Illness (CSAMI) U.S. Department of Justice Grant. Effective upon BOC approval. 100% percent 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 or 60 days if the contract term is twelve (12) months or less

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.)*

Fulton County Sheriff's Office is requesting approval of an extension of existing contractual agreement - Justice Solutions, FY19 Second Chance Act Improving Reentry for Adults with Co-Occurring Substance Abuse and Mental Illness (CSAMI) Grant. Fulton County Sheriff's Office has

been awarded a no-cost program grant project extension funding from the Department of Justice/Bureau of Justice Assistance.

Scope of Work: Fulton County Sheriff's Office is requesting approval of an extension of existing contractual agreement- Fulton County Sheriff's Office has been awarded a no-cost program grant project extension funding from the Department of Justice/Bureau of Justice Assistance.

Community Impact: This grant is used to address the challenges posed by re-entry and reduce recidivism for individuals reentering communities from incarceration.

Department Recommendation: Fulton County Sheriff's Office recommends approval to extend the existing contracts with Justice Solutions. to continue Reentry services at the Futon County Jail for 12 months.

Project Implications: The Grant is expiring September 30, 2023. Fulton County Sheriff's Office currently has individuals in the Fulton County Jail receiving pre-releases services. We are requesting an extension of Chris 180 contract to ensure all grant funds are spent by March 31, 2024.

Community Issues/Concerns: None at this time.

Department Issues/Concerns: Fulton County Sheriff's Office recommends the Contract be extended. Fulton County Sheriff's Office has been awarded a no-cost program grant project extension from the funder Department of Justice/Bureau of Justice Assistance.

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	20-0667	10/07/2020	\$25,000
1st Renewal			\$.00
2 nd Renewal			\$.00
Extension #1	TMP 3921	9/20/2023	\$15,000.00
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.)*

Exhibit 1 - Justice Solution Contract

Exhibit 2- Contract Performance

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

Dr. Vinyl Baker, Financial System Manager 770-376-8820.

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$25,000.00
Previous Adjustments: \$0.00
This Request: \$15,000
TOTAL: \$40,000.00

Grant Information Summary

Amount Requested:	\$15,000.00	<input type="checkbox"/>	Cash
Match Required:	\$0.00	<input type="checkbox"/>	In-Kind
Start Date:	10/01/2023	<input checked="" type="checkbox"/>	Approval to Award
End Date:	09/30/2024	<input type="checkbox"/>	Apply & Accept
Match Account \$:	\$0.00		

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

9999-461-330-CO-19-1160

Funding Line 2:

Agenda Item No.: 23-0613

Meeting Date: 9/20/2023

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: 10/1/2019	End Date: 9/30/2023
Cost Adjustment: 0.00	Renewal/Extension Terms: Yes

Overall Contractor Performance Rating: 4

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/1/2023

Report Period End:
8/31/2023

SUBRECIPIENT CONSULTANT AGREEMENT

**AGREEMENT BETWEEN FULTON COUNTY SHERIFF
AND
JUSTICE SOLUTIONS, INC.
FOR**

**FY19 Second Chance Act Improving Reentry for Adults with Co-Occurring
Substance Abuse and Mental Illness (CSAMI) U.S. Department of Justice Grant**

THIS AGREEMENT is entered into effective the 1st day of October, 2019 by and between Theodore "Ted" Jackson, the Fulton County Sheriff, for the benefit of the Sheriff's Office (herein called the "Sheriff's Office") and Justice Solution, Inc., DUNS #809540300 (herein called "Consultant") to undertake the FY19 Second Chance Act Improving Reentry for Adults with Co-Occurring Substance Abuse and Mental Illness (CSAMI).

WHEREAS, the Sheriff's Office, in conjunction with Consultant, has applied for and has been awarded funds from U.S. Department of Justice, Office of Justice Programs under the FY19 Second Chance Act Improving Reentry for Adults with Co-Occurring Substance Abuse and Mental Illness (CSAMI) Grant, Award Date: 09/30/2019, Program Period: October 1, 2019 – September 30, 2023, Catalog of Domestic Federal Assistance (CFDA) No.16.812 - Second Chance Act Reentry Initiative, Award Number 2019-RW-BX-0001. The funds obligated by this action are \$1,000,000.

WHEREAS, Sheriff's Office and Consultant wish to set forth the responsibilities and obligations of each in undertaking the FY19 Second Chance Act Improving Reentry for Adults with Co-Occurring Substance Abuse and Mental Illness (CSAMI) Grant and in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

ARTICLE 1 – CONSULTANT'S SERVICES

Paragraph 1.0. The Sheriff's Office retains Consultant, and pursuant to said retention, Consultant agrees to render the services as hereinafter defined and required, to perform such services in the manner and to the extent required by the parties herein, and as may be hereafter amended or extended in writing by mutual agreement of the parties.

Paragraph 1.1. Consultant represents, and the Sheriff's Office acknowledges, that it will assign and designate the Consultant to render the services defined as required herein.

Paragraph 1.2. Consultant represents that it is an entity free to contract.

Paragraph 1.3. The Consultant acknowledges, under the FY19 Second Chance Act Improving Reentry for Adults with Co-Occurring Substance Abuse and Mental Illness (CSAMI) Grant to comply with Federal Rules Part 200 Uniform Requirements and "Special Conditions" as applicable. (See Exhibit A).

ARTICLE 2 - SCOPE OF PROGRAM

Paragraph 2.0. The goal of the FY19 Second Chance Act Improving reentry for Adults with Co-Occurring Substance Abuse and Mental Illness (CSAMI) Grant: Focus on Evidence-based Strategies for Successful Reentry from Incarceration to Community program is to support jurisdictions to develop and implement comprehensive and collaborative strategies that address the challenges posed by reentry to increase public safety and reduce recidivism for individuals reentering communities from incarceration who are at medium to high risk for reoffending. The recipient will use CSAMI award funds to reduce recidivism and improve public safety through collaboration, coordination, and alignment of funds using the Transition from Jail to Community model and other evidence-based interventions.

ARTICLE 3 - SCOPE OF SERVICES

Paragraph 3.0. Upon execution of this Agreement, the Consultant shall commence providing professional services for the Sheriff's Office. The Consultant agrees to provide the following services to achieve the goal of the FY19 Second Chance Act Improving Reentry for Adults with Co-Occurring Substance Abuse and Mental Illness (CSAMI) Grant.

- 1) Review and adhere to the special conditions of the CSAMI Grant Focus on Evidence Based Strategies for Successful Reentry from Incarceration to Community;
- 2) Develop, finalize, and implement the Smart Reentry program's strategic plan;
- 3) Finalize the baseline recidivism rate and forecast eligible program participant flow to ensure program utilization rates;
- 4) Evaluate current case/jail transition planning practices and, if needed, train staff on proper case management to insure that inmates' identified high need areas (identified by ACTS Software for automated case management) are targeted;
- 5) Evaluate proposed custody programs used to mitigate identified needs, which are currently being addressed by a one-size-fits all approach, and suggest best practice program models designed to address specific targeted criminogenic needs;
- 6) Assist with jail therapeutic unit and offer additional suggestions (such as the use of community meeting materials) to increase program dosage and interaction between inmates and staff;
- 7) Evaluate continuity of care from jail to the community and identify community programs that are evidence-based and interlock with those in the jail;
- 8) Train community providers in the application of evidence based practice and their role in enhancing the work that has been done within the jail;
- 9) Maintain effective communication and working relationships with the Fulton County Office of Human Resources Management, the Sheriff, and the employees of the Sheriff's Office; and
- 10) Monitor and evaluate performance; provide quarterly progress reports and a final report that thoroughly assesses the results of the project.

ARTICLE 4 - COMPENSATION OF SERVICES

Paragraph 4.0. The services described in Article III herein shall be performed during the grant award period of performance start date (October 1, 2019) and end date (September 30, 2023). The Consultant will be compensated as outlined below during the grant period of performance. Total Compensation shall not exceed \$70,000.00.

1st Grant Period (October 1, 2019 - September 30, 2020)

Consultant will be compensated monthly at \$2,083.33. The annual salary shall not exceed \$25,000.00 during the 1st grant period.

2nd Grant Period (October 1, 2020 - September 30, 2021)

Consultant will be compensated monthly at \$1,250. The annual salary shall not exceed \$15,000.00 during the 2nd grant period.

3rd Grant Period (October 1, 2021 - September 30, 2022)

Consultant will be compensated monthly at \$1,250. The annual salary shall not exceed \$15,000.00 during the 3rd grant period.

4th Grant Period (October 1, 2022 - September 30, 2023)

Consultant will be compensated monthly at \$1,250. The annual salary shall not exceed \$15,000.00 during the 4th grant period.

Paragraph 4.1. Notwithstanding the foregoing provisions, the Sheriff's Office shall have no duty to make deductions for unemployment insurance, social security contributions, or state and federal income taxes. Such payments shall be the sole responsibility of the Consultant.

ARTICLE 5 - INVOICING AND PAYMENT

Paragraph 5.0. Time of Payment: The Sheriff's Office shall make payments to Consultant within thirty (30) days after receipt of a proper invoice.

Paragraph 5.1. Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Sheriff's Office
185 Central Avenue, 9th Floor
Atlanta, Georgia 30303
Attn: Dr. Vinyl Baker OR

Via Email: vinyl.baker@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

1) Consultant Information

- a. Consultant Name
- b. Consultant Address
- c. Consultant Code (will be provided by Sheriff's Office)
- d. Consultant Contact Information
- e. Remittance Address

2) Invoice Details

- a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. CFDA#
 - d. Date(s) of Services Performed
 - e. Detailed Description of Services Provided
- 3) Fulton County Department Information (needed for invoice approval)
- a. Department Name
 - b. Department Representative Name

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement. Approved budget does not include indirect cost.

ARTICLE 6 - NON-APPROPRIATION

Paragraph 6.0. This Agreement states the total obligation to the Consultant for the grant period year of execution. Notwithstanding anything contained in this Agreement, the obligation of the Sheriff's Office to make payments provided under this Agreement shall be subject to annual appropriations of funds from the U.S. Department of Justice, Office of Justice Programs (OJP). The Sheriff's Office shall deliver written notice to the Consultant in the event OJP does not extend the budgeted funds for the succeeding grant period year. If sufficient funds have not been appropriated to support continuation of this Agreement for either the 2nd or 3rd grant period years, this Agreement shall terminate absolutely and without further obligation on the part of the Sheriff's Office at the close of the grant period year of its execution or at the close of the 2nd grant period year, with no renewal for the 3rd grant period year, unless a shorter termination period is provided in writing by the Sheriff's Office to the Consultant.

ARTICLE 7 - OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION

Paragraph 7.0 Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the Sheriff's Office for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the Sheriff's Office, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Any information developed for use in connection with this Agreement may be released as public domain information by the Sheriff's Office at its sole discretion.

ARTICLE 8 - PERFORMANCE MONITORING

Paragraph 8.0. The Sheriff's Office will monitor the performance of Consultant against goals and performance standards as stated in Agreement. Also, the Consultant shall provide the Sheriff's Office all necessary reporting information as required by the U.S. Department of Justice, Office of Justice Programs (OJP). Substandard performance as determined by the Sheriff's Office will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Consultant within a reasonable period of time after being notified by the Sheriff's Office, contract suspension or termination procedures will be initiated.

ARTICLE 9 - FINANCIAL MANAGEMENT

Paragraph 9.0. Contractor must permit Fulton County and auditors to have access to records and financial statements as necessary for Fulton County to meet the requirements in Title 2, Code of Federal Regulations (CFR), Part 200 from section 200.300 "Statutory and national policy requirements" through section 200.309 "Period of performance", and Subpart F-Audit Requirements.

ARTICLE 10 – NOTICES

Paragraph 10.0. Communication and details concerning this Agreement shall be directed to the following contract representatives:

Sheriff's Office Representative:

Dr. Vinyl Baker
Fulton County Sheriff's Office
185 Central Avenue, 9th Floor
Atlanta, GA 30303
Phone: (404) 612-9240
Fax: (404) 730-5870
Email: vinyl.baker@fultoncountyga.gov

Consultant Representative:

Dr. Gary E. Christensen
Justice Solutions, Inc.
226 Market Lane
Clinton Corners, New York 12514
Phone: 914-489-1584
Email: gchristensen@correctionspartners.com

ARTICLE 11- EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Consultant agrees as follows:

Paragraph 11.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Paragraph 11.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Paragraph 11.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 12 - ANTI-KICKBACK CLAUSE

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 13 - PROHIBITED INTEREST

Paragraph 13.01 Conflict of interest: Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Paragraph 13.02 Interest of Public Officials: No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 14 - ENVIRONMENTAL CONDITIONS

Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

ARTICLE 15- LABOR STANDARDS

Consultant agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

ARTICLE 16 – COPYRIGHT

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserve the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

ARTICLE 17 – LOBBYING

By entering this Agreement, Contractor agrees no Federal appropriated funds have been paid or will be paid, by or on the behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Consultant shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to The Office of Research Support Services (RSS).

ARTICLE 18 - DEBARMENT AND SUSPENSION

By entering Agreement, Consultant certifies that neither it nor its principal(s) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Consultant may not form a new contract, make a new purchase from, or enter into any new business relationship with parties listed on the government wide exclusions database in the System for Award Management (SAM).

ARTICLE 19 – INDEMNIFICATION

Paragraph 19.0. Consultant hereby covenants and agrees to indemnify and hold harmless the Sheriff and all of his deputies, officers and employees, and Fulton County Government from any and all claims, losses, liabilities, damages, deficiencies, demands, judgments or costs (including without limitation reasonable attorney's fees and legal expenses) suffered or incurred by such party, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, or property damage, arising in any way from the actions or omissions of the Consultant, its directors, officers, employees, agents, successors, and assignees.

Paragraph 19.1. Consultant further agrees to release, indemnify, defend and hold harmless the Sheriff's, all of his deputies, officers and employees and the County, its Commissioners, officers, and employees from any injury, loss, claim, demand, without regard to negligence. Nothing herein shall be construed to preclude Consultant from bringing suit for breach of contract.

ARTICLE 20 – TERMINATION

Paragraph 20.0. If, through any cause, Consultant shall fail to fulfill its obligations under the Agreement in a timely and proper manner or in the event that any of the provisions or stipulations of the Agreement are violated by the Consultant, the Sheriff's Office shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice upon the Consultant of its intent to suspend or terminate the Agreement. If the Agreement is suspended by the Sheriff's Office, the Consultant will be given a specified time period to perform its contractual obligations. If the Agreement is terminated by the Sheriff's Office, the Consultant will be compensated for the hours completed as of the termination date.

Paragraph 20.1. In the event that the Sheriff's Office determines it is no longer in its best interest to retain an expert for the purposes described herein, the Sheriff's Office may terminate this Agreement by giving at least thirty (30) calendar days prior notice in writing (by hand delivery or posting in the U.S. Mail) to the Consultant by stating the reasons for such termination.

ARTICLE 21 - INDEPENDENT CONSULTANT STATUS

Paragraph 21.0. Nothing contained herein shall be deemed to create any relationship other than that of an independent Consultant between the Sheriff's Office and Consultant. Under no circumstances shall Consultant be deemed an employee, agent, partner, successor, assignee or legal representative of the Sheriff's Office or the County.

Paragraph 21.1. Consultant acknowledges that it shall have no rights to redress pursuant to the Personnel Policies and Procedures of Fulton County.

ARTICLE 22 -TERM OF CONTRACT

Paragraph 22.0. The duration of this Agreement shall be for four years (4) beginning in October 1, 2019 and ending in September 30, 2023, unless earlier terminated in accordance with this Agreement or renewed by the parties in writing.

ARTICLE 23- VARIATIONS OR MODIFICATIONS TO CONTRACT

Paragraph 23.0. This Agreement constitutes the entire agreement between the Sheriff's Office and the Consultant, and there are no further written or oral agreements with respect thereto. No variation or modifications of the contract, and no waiver of its provisions, shall be valid unless in writing and signed by the Sheriff's Office and the Consultant or its duly authorized representative.

ARTICLE 24 - SEVERABILITY OF TERMS

Paragraph 24.0. If any part of the provision of this Agreement is held invalid, the remainder of this contract shall not be affected and thereby shall continue in full force and effect.

ARTICLE 25 – CAPTIONS

Paragraph 25.0. The captions inserted herein are only as a matter of convenience and for reference and in no way define limits or describes the scope of this Agreement or the intent of the provision thereof.

ARTICLE 26 - GOVERNING LAW

Paragraph 26.0. This Agreement shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia, venue Fulton County.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

FULTON COUNTY, GEORGIA

By: Theodore Jackson
Theodore Jackson
Sheriff of Fulton County
185 Central Avenue S.W.
Atlanta, Georgia 30303

Date: 6/12/20

By: Robert L. Pitts
Robert L. Pitts
Chairman, Fulton County Board of Commissioners.
141 Pryor Street S.E.
Atlanta, Georgia 30303

Date: 7/9/2020

By: Tonya Grier
Tonya Grier
Interim Clerk to the Commission
141 Pryor Street S.E.
Atlanta, Georgia 30303

Date: 7/9/2020

JUSTICE SOLUTIONS, INC.

By: Gary E. Christensen, Ph.D.
Gary E. Christensen, Ph.D.
Justice Solutions, Inc.
226 Market Lane
Clinton Corners, New York 12514

Date: 6/9/20

APPROVED AS TO FORM:

Ashley Pat
Office of the County Attorney

Date: 6/26/20

ITEM # 200320 RM 51620
REGULAR MEETING



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT


Report Period Start	Report Period End	Contract Period Start	Contract Period End
1/1/2023	8/31/2023	10/01/2019	9/30/2023
Purchaser Order Number		Purchase Order Date	
Department Sheriff's Office			
Bid Number		Service Commodity	
		Professional Services	
Justice Solutions			
Performance Rating			
0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.		
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.		
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.		
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied		
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.		
1. Quality of Goods/Services		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification	
	0	Justice Solutions (Dr. Gary Christensen) is very responsive; effective and/or efficient. Key employees are highly competent and seldom require guidance.	
	1		
	2		
	3		
x	4		

2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/Change – On Time Completion Per Contract)
	0	Justice Solutions (Dr. Gary Christensen) delivers work products on time every two weeks. Justice Solutions is very detailed oriented in his analysis of the Fulton County Sheriff's Office Reentry program.
	1	
	2	
	3	
x	4	

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
	0	Justice Solutions (Dr. Gary Christensen) provides prompt response when inquires are made. Justice Solutions always includes a timeline for further follow up.
	1	
	2	
	3	
x	4	

4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – So Substitutions)
	0	The service quality level provided by Justice Solutions (Dr. Gary Christensen) is excellent. All expenses align with the grant budget.
	1	
	2	
	3	
X	4	

5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
	0	Justice Solutions (Dr. Gary Christensen)is highly qualified and has worked with the Department of Justice over 30 years on reentry programming.
	1	
	2	
	3	
x	4	

Overall Performance Rating	4	Date 08/10/2023	
Would you select/recommend this vendor again?	Yes		
Rating completed by:	Dr. Vinyl Baker		
Department Head Name:	Patrick Labat, Fulton County Sheriff		
Department Head Signature			

EXTENSION NO. 1 TO FORM OF CONTRACT

Contractor: Justice Solutions Inc.

Contract No. Sub-Recipient Consultant Agreement

Address: 226 Market Lane

City, State: Clinton Corners, New York 12514

Telephone: 914-489-1584

Email: gchristensen@correctionspartners.com

Contact: Dr. Gary E. Christensen
President and CEO

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Justice Solutions Inc. to provide support evidence-based reentry services in the jail for pre-release services; design and conduct an evaluation of the project's process and outcomes consistent with the Model Transition to Jail Community (TJC); and produce a final report including recommendations for future implementation of the County's Strategic Plan dated October 7, 2020 on behalf of Fulton County Sheriff's Office, and

WHEREAS, the County wishes to extend the subject contract, with all terms and conditions unchanged, for an additional twelve (12) month period effective October 1, 2023-September 30, 2024

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

WHEREAS, the Purchasing Agent is authorized to extend this contract up to 90 days pursuant to Purchasing Code Section 102-364(e) and the information shall be forwarded to the Board of Commissioners for purposes of spreading the same on the minutes.

WHEREAS, this Extension was approved by the Fulton County Board of Commissioners on ____ as Agenda Item _____.

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

This Extension No. 1 to Form of Contract is effective between the County and Justice Solutions, INC, who agree that all services specified will be performed by and in accordance with this Extension No.1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** The scope of work remains unchanged, the contract term is extended for an additional 12 month period effective October 1-2023 through September 30, 2024.
2. **COMPENSATION:** The services herein shall be performed by Contractor for a total amount not to exceed up to \$15,000 approved by BOC.
3. **LIABILITY OF COUNTY:** This Extension 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 EXTENSION NO. _1_ TO FORM OF CONTRACT:** Except as modified by this Extension 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

CONSULTANT:

JUSTICE SOLUTIONS, INC

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Dr. Gary Christensen
President and CEO

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

Patrick Labat
Fulton County Sheriff

Commission Expires: _____

(Affix Notary Seal)

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



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0614

Meeting Date: 9/20/2023

Department

Sheriff

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

Request approval to renew existing contracts - Sheriff's Office, 22RFP0405B-PS, Delinquent Tax Sales with Government Tax Services, Inc. (Carrollton, Georgia) to provide type-written title examinations, abstracts, and delinquent tax sales preparation services. This action exercises the first of three renewal options. Two renewal options remain. Effective November 1, 2023, through July 31, 2024. This is a revenue generating contract.

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 or 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)*

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.)*

Scope of Work: To provide type-written title examinations and abstracts and other delineated delinquent, pre-tax sales preparation services to the Fulton County Sheriff's Office and to provide certain delineated post-tax sale services (collectively, the "Delinquent Tax Sales Preparation Services") to the Fulton County Sheriff's Office in connection with each successful tax sale.

Community Impact: None

Department Recommendation: Recommends Approval.

Project Implications: This is a revenue neutral agreement.

Community Issues/Concerns: None

Department Issues/Concerns: None

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0494	7/13/2022	Revenue Generating
1st Renewal			Revenue Generating
Total Revised Amount			Revenue Generating

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

Contract Value: **Revenue Generated**

Prime Vendor: **Delinquent Tax Sales Services**

Prime Status: **Non-Minority**

Location: **Carrollton, GA**

County: **Carroll County**

Prime Value: **Revenue Generated**

Total Contract Value: **Revenue Generated**

Total Certified Value: **-0-**

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

Exhibit 1: Contractor Performance Evaluation

Exhibit 2: Contract Renewal Evaluation

Exhibit 3: Contract Renewal Agreement

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

Rodney Stinson, Fiscal Administrator, Sheriff's Office, 404-612-6011

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

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

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:**

421-330-3310-1160: Sheriff's Office Sale Trust, Sheriff, Professional Services-Revenue

Key Contract Terms	
Start Date: 8/1/2023	End Date: 7/31/2024
Cost Adjustment: N/A	Renewal/Extension Terms: TV Renewal Options Remain

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?

Yes

Report Period Start: 8/1/2022
Report Period End: 7/31/2023

Performance Evaluation Details

ID	E1
Project	Delinquent Tax Sales Preparation Services
Project Number	22RFP0405B-PS
Supplier	Government Tax Services, LLC
Supplier Project Contact	Pierce Waldrep (preferred language: English)
Performance Program	Professional Services
Evaluation Period	11/02/2022 to 08/01/2023
Effective Date	08/14/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/14/2023 07:34 AM EDT
Completion Date	08/14/2023 07:34 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

17/20

Rating

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

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

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

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified

Contract Renewal Evaluation Form

Date:	August 28, 2023
Department:	SHERIFF
Contract Number:	22RFP0405B-PS
Contract Title:	Delinquent Tax Sales Preparation 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.

Conducted the RFP process whereby vendors submitted bids and cost was a determining factor as to who was awarded the contract.

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:	N/A
Price found:	N/A
Different features / Conditions:	N/A
Percent difference between internet price and renewal price:	N/A

Explanation / Notes:

N/A

☐ Market Survey of other jurisdictions:

Date contacted:	N/A
Jurisdiction Name / Contact name:	N/A
Date of last purchase:	N/A
Price paid:	N/A
Inflation rate:	N/A
Adjusted price:	N/A
Percent difference between past purchase price and renewal price:	N/A
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?	N/A

Explanation / Notes:

N/A

☐ **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?**

\$421,780.00

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:	N/A
Price paid:	N/A
Inflation rate:	N/A
Adjusted price:	N/A
Percent difference between past purchase price and renewal price:	N/A

Explanation / Notes:

[Click here to enter text.](#)

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

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

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

The Sheriff's Office would not be able to fulfill its mandated responsibilities.

Damichell Hightower

August 28, 2023

Prepared by

Date

Rodney Stinson

August 28, 2023

Department Head

Date



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Sheriff's Department

BID/RFP# NUMBER: 22RFP0405B-PS

BID/RFP# TITLE: Delinquent Tax Preparation Services

ORIGINAL APPROVAL DATE: July 13, 2022

RENEWAL EFFECTIVE DATES: July 1, 2023 through June 30, 2024

RENEWAL OPTION #: 1 of 3

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: No cost to the County

COMPANY'S NAME: Government Tax Services, LLC

ADDRESS: 124 Newnan Street

CITY: Carrollton

STATE: Ga

ZIP: 30117

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

BOC NUMBER:

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

**GOVERNMENT TAX
SERVICES, LLC**

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

**Pierce T. Waldrep
CEO**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Patrick “Pat” Labat, Sheriff
Fulton County Sheriff Office**

**Heather Pearson

Notary Public**

County:_____

Commission Expires: _____

(Affix Notary Seal)

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



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0615

Meeting Date: 9/20/2023

Department

Medical Examiner

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

Request approval to renew an existing contract on behalf of the Fulton County Office of the Medical Examiner and the Emory University School of Medicine Office of Graduate Medical Education Department of Pathology to provide clinical education experiences for graduate medical students enrolled in the Forensic Pathology Fellowship Program; and authorizing the County Attorney to make any necessary modifications to the form of the agreements prior to execution by the Chairman to protect the interest of the County. The County is not required to pay any compensation. This action exercises the second of five (5) renewal options. Three (3) renewal options remain. Effective upon BOC approval.

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 date if the contract term is six (6) months or less

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 The Medical Examiner's Office desires to collaborate with the Emory University School of Medicine to provide training for the fellows participating in a rotation with the

school's M.D. Degree.

Scope of Work: The Medical Examiner's Office desires to collaborate with the Emory University School of Medicine to provide a forensic pathology training program for medical students, residents, and fellows within the Medical Examiner's Office. The training program will provide a forensic pathology training for residents and fellows subject to the applicable law and regulations, including those for the Accreditation Council for Graduate Medical Education ("ACGME").

Community Impact: N/A

Department Recommendation: Emory University School of Medicine Office of Graduate Medical Education Department of Pathology

Project Implications: N/A

Community Issues/Concerns: N/A

Department Issues/Concerns: N/A

Emory University School of Medicine: Office of Graduate Medical Education Fellowship Training Program Letter of Agreement:

This document, effective as of July 1, 2023 serves as a program letter of agreement (PLA) between Emory University, by and through its School of Medicine on behalf of its Department of Pathology and its Forensic Pathology Fellowship Program (“Emory”) and Fulton County, on behalf of the Fulton County Medical Examiner’s Office (“Participating Site”).

The purpose of this PLA is to guide and direct the parties respecting their affiliation to provide clinical education experiences (“Education Experience”) for Emory fellows at Participating Site.

Unless sooner cancelled as provided below, the term of this PLA will be one (1) year, commencing on the Effective Date. This PLA may be renewed by mutual written consent of the parties. It also may be cancelled at any time by either party upon not less than thirty (30) days written notice; provided that all fellows currently enrolled or participating in an Education Experience at Participating Site at the time of such notice of termination shall be given the opportunity to continue such participation and the parties shall continue to perform under the terms hereof with regard to the fellow until the sooner of each fellow’s individual completion of the Education Experience or six (6) months from the date of the notice of termination.

1. Persons Responsible for Education and Supervision

At Emory: Charlie Hill, MD
Program Director

At Participating Site: Karen E. Sullivan, MD
Site Director

Other physicians at Participating Site:
Colin Hebert, MD
Rochelle Simon, MD
Melissa Sims-Stanley, MD
Harrison Moosavi, MD

The above-mentioned people are responsible for the education and supervision of the fellows while rotating at Participating Site.

2. Responsibilities

Participating Site will maintain sole administrative and professional supervision of fellows insofar as their presence and education experiences affect the operation of Participating Site.

Participating Site’s physicians must provide appropriate supervision of fellows and maintain a learning environment conducive to educating the fellows in the Accreditation Council for Graduate Medical Education (ACGME) competency areas.

Participating Site must evaluate fellow performance in a timely manner during each rotation or similar educational assignment and document this evaluation at completion of the assignment.

3. Content and Duration of the Educational Experiences

The content of the educational experiences has been developed according to ACGME or Emory requirements and include the goals and objectives in the basic training curriculum documents provided to the fellow.

(This PLA is not valid if goals and objectives are not included or available at a specific location for review)

In cooperation with Emory Director, Site Director and the physicians at Participating Site are responsible for the day-to-day activities of the fellows to ensure that the outlined goals and objectives are met during the course of the educational experiences at Participating Site.

The duration(s) of the assignment(s) to Participating Site is (are): 12 months. Post Graduate Year (PGY) 4 or above.

4. **Policies and Procedures that Govern Fellow Education.** Fellows will be under the general direction of Emory's Graduate Medical Education Committee's and Emory's Policy and Procedure Manual (http://med.emory.edu/gme/housestaff/housestaff_policies/index.html) and Participating Site's policies and procedures.

Insurance. Each party shall secure and maintain at all times during the term of this Agreement, at its sole expense, appropriate general and professional liability insurance coverage in amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate with insurance carriers **or self-insurance programs covering itself**. Each party shall make reasonable business efforts to provide the other written notice of any material changes in the above-referenced insurance coverage.

5. **Responsibility.** Each party shall be responsible for its own acts and omissions under this PLA.

6. **Governing Law.** This PLA, and any claim, action, suit, proceeding or dispute arising out of or in connection with this PLA, shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Georgia, without regard to the conflicts of laws provision thereof. Any action or proceeding brought by either party to enforce its rights under this PLA shall be brought exclusively in any state or superior court of competent jurisdiction located in the County of Fulton, State of Georgia, USA or in federal court in the Northern District of Georgia.

7. **Notices.** Any notices or other communication required or allowed under this PLA shall be in writing and will be deemed sufficiently given if personally delivered or sent by registered or certified mail, postage prepaid, addressed or delivered as follows:

If to Emory:

Emory University School of Medicine
100 Woodruff Circle, N.E., Suite 327
Atlanta, Georgia 30322
Attn: Maria Aaron, MD, Associate Dean, GME

If to Participating Site:

Fulton County Medical Examiner's Office
430 Pryor St.
Atlanta, Georgia 30312

With a Copy to:

Office of the General Counsel
Emory University

Office of the County Manager
Fulton County

201 Dowman Drive
312 Administration Building
Atlanta Georgia 30322
Attn: Deputy General Counsel/Chief Health Counsel

141 Pryor Street, SW
Atlanta, Georgia 30303

- 8. Relationship of Parties.** It is expressly understood and agreed that this PLA is not intended and shall not be construed to create a relationship of agent, employee, partnership, joint venture or association between the parties, but is rather an agreement by and between two independent contractors.

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have affixed their signatures below.

Program Director, Emory	Date
Name: Charlie Hill, MD	

Associate Dean, Graduate Medical Education	Date
& DIO, Emory	
Name: Maria Aaron, MD	

Chief Medical Examiner	Date
Fulton County Medical Examiner's Office	
Name: Karen E. Sullivan, MD	

Chairman	Date
Fulton County Board of Commissioners	
Name: Robert Pitts	

Clerk to Commission	Date
Name: Tonya Grier	

Office of the County Attorney	Date
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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0616

Meeting Date: 9/20/2023

Department

Medical Examiner

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

Request approval of a contract on behalf of the Fulton County Office of the Medical Examiner and The Department of Chemistry and Forensic Science for Savannah State University. The Department of Chemistry and Forensic Science for Savannah State University hereby agrees to perform DNA kinship testing on an individual case-by-case basis as needed and requested by the Fulton County Medical Examiner Office on a case-by-case basis not to exceed \$15,000.00. Effective upon approval through July 30, 2024.

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

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

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

Justice and Safety

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 This Memorandum of Understanding between the Fulton County Medical Examiner Office and Savannah State University and its Department of Chemistry and Forensic Science for Savannah State University. This agreement will assist with positively identifying human remains in cases investigated by this office.

Scope of Work: The Department of Chemistry and Forensic Science for Savannah State University hereby agrees to perform DNA kinship testing on an individual case-by-case basis as needed and requested by the Fulton County Medical Examiner.

Community Impact: N/A

Department Recommendation: Department of Chemistry and Forensic Science for Savannah State University

Project Implications: N/A

Community Issues/Concerns: N/A

Department Issues/Concerns: N/A

Fiscal Impact / Funding Source

Funding Line 1:

100 340 3400 1160

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”), entered into this 10 day of August 2023, between Fulton County, Georgia, a political subdivision of the State of Georgia (“Fulton County”), on behalf of the Fulton County Medical Examiner, located at 430 Pryor Street, SW, Atlanta, GA 30312, and The Board of Regents of the University System of Georgia, by and on behalf of Savannah State University and its Department of Chemistry and Forensic Science for Savannah State University (hereinafter “SSU”), located at 3219 College Street in Savannah, Georgia 31404, (collectively the “Parties”) do hereby enter into the following agreement:

WHEREAS, one of the duties of the Fulton County Medical Examiner is to positively identify human remains in cases investigated by this office. On many occasions, human remains in cases investigated by this office are damaged and/or decomposed to such an extent that the only viable means of positive identification is through DNA kinship testing; and

WHEREAS, the Georgia Bureau of Investigation provides DNA kinship testing to the Fulton County Medical Examiner. This DNA kinship testing is limited to DNA Parentage testing only. In some cases, this limitation on DNA kinship testing prevents the positive identification of human remains by the Fulton County Medical Examiner. In cases of this nature, the Fulton County Medical Examiner is forced to contract, at significant expense, with private laboratories performing extended DNA kinship testing services; and

WHEREAS, the Savannah State University Department of Chemistry and Forensic Science has the capability of performing DNA kinship testing for the purpose of positive identification of human remains under the direction of Dr. Kai Shen, and other instructional faculty in the Department of Chemistry and Forensic Science.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

I. Statement of Work

SSU hereby agrees to perform DNA kinship testing on an individual case-by-case basis as needed and requested by the Fulton County Medical Examiner as follows:

1. SSU agrees that all DNA samples submitted for testing by the Fulton County Medical Examiner will be analyzed using instrumentation that has been approved by the National DNA Index System (NDIS). Upon receipt, the completion of sample analyses should not exceed 10 business days. The laboratory report certifying DNA kinship tests should then be furnished within 5 business days after the sample analyses have been completed.
2. Upon completing any DNA kinship testing on behalf of the Fulton County Medical Examiner, SSU agrees to prepare a written report concerning the outcomes of such DNA

kinship testing, as determined to a reasonable degree of scientific certainty, and to provide such report to the Fulton County Medical Examiner.

3. SSU agrees that to the extent allowed under Georgia law, including O.C.G.A. §50-18-72(a)(1) & (a)(2) all such DNA kinship testing performed at the request of the Fulton County Medical Examiner shall be confidential and no details of such testing shall be released to the general public without the express written consent of the Fulton County Medical Examiner.
4. It is recognized and understood that if DNA kinship testing is determined to be necessary in a pending criminal investigation, including but not limited to the investigation of homicides, that such samples will be submitted to a nationally recognized and certified forensic laboratory authorized and certified to perform DNA testing and to offer expert testimony in criminal cases, and such samples will **NOT** be submitted to SSU for testing and analysis.
5. In consideration for the assistance provided to the Fulton County Medical Examiner by SSU, the Fulton County Medical Examiner's Office hereby agrees to permit students enrolled in coursework for the Department of Chemistry and Forensic Science for Savannah State University to attend and observe forensic pathological examinations and investigations performed at the Fulton County Medical Examiner. Students from the Department of Chemistry and Forensic Science for Savannah State University shall also be granted priority for the completion of internships related to forensic science and investigation through the Fulton County Medical Examiner.
6. SSU is permitted to publicize this collaborative partnership with FCME through media channels for the purpose of recruitment and promotion.

II. Compensation for Services

The compensation for services provided under this MOU will be based on the following rates: Lead faculty fee of \$100 per sample, which is exempt for the first year. The sample analysis charge is \$250 per sample, and an equipment maintenance fee of \$50 per sample will also apply. These rates are subject to adjustment by mutual agreement of parties in writing. Any additional expenses incurred by either party in connection with the services provided under this MOU will be the responsibility of that party and will not be reimbursed by the other party unless otherwise agreed upon in writing.

III. Term

This MOU shall commence upon the Effective Date and shall continue until one year from execution. This MOU shall automatically be renewed by the parties each year thereafter unless and until such time as written notice from one or more of the parties of intention not to renew or notice of modification by is received by all other parties no later than ninety (90) days prior to the expiration of the term of this MOU.

IV. Liability

Each party agrees to be responsible for its own acts and omissions under this MOU. SSU and Fulton County both agree that each shall be liable for its own negligent acts or omissions of its employees, officers, or directors to the extent allowed by law.

V. Termination of MOU

a. Termination for Cause

Either County or SSU may terminate this MOU in the event the other party fails to perform in a timely and proper manner its obligations in accordance with the provisions of the MOU. Any party seeking to terminate this MOU is required to give thirty (30) days prior written notice to the other party specifying the reasons for such intention to terminate or suspend the MOU. The party receiving such notice under this provision shall have ten (10) days after receipt of service of the notice to correct the violation or cease the delay to the satisfaction of the aggrieved party. If such arrangements are not made, the MOU shall, upon expiration of said ten (10) days, be suspended or terminated without further notice. Notice of termination shall be delivered by hand delivery or certified mail with receipt for delivery returned to the sender.

b. Termination for Convenience by Fulton County

Notwithstanding any other provisions, the County may terminate this MOU for its convenience at any time by giving at least thirty (30) days prior notice in writing (hand delivery or certified mail with receipt) to SSU.

VI. Assignment of Contract

SSU shall not make any purported assignment of this MOU or any part thereof or delegate the duties herewith without prior written consent of the County.

VII. Conflict of Interest

No member, officer, or employee of the County or its designee or agents, no member of the governing body of the County, and no other official of the County who exercises or has exercised any functions or responsibilities with respect to County-assisted activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

VIII. Equal Opportunity and Nondiscrimination; Civil Rights Act Of 1964 (As Amended)

SSU shall comply with all requirements imposed by or pursuant to Title VI and Title VII of the Civil Rights Act as Amended, Age Discrimination in Employment Act; Rehabilitation Act of 1973, as Amended, section 504; Equal Pay Act; the American with Disabilities Act of 1990, as Amended; Fair Housing Act, as Amended; and any other applicable Acts which prohibit/discrimination on the ground of race, color, religion, sex, age, national origin, handicap, disability, or familial status. No person in the United States shall be unlawfully excluded from participation in, be denied the benefit of, or be subjected to discrimination under this MOU.

IX. Severability

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

X. Variations Or Modifications to Contract

This MOU constitutes the entire arrangement between the County and SSU, and there are no further written or oral agreements with respect thereto. No variation or modification of this MOU and no waiver of its provisions shall be valid unless in writing and signed by County and SSU's duly authorized representatives.

XI. Notices

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Office of the Medical Examiner
430 Pryor Street, SW
Atlanta, Georgia 30312
404-613-4400
Attention: Dr. Karen E. Sullivan, Chief Medical Examiner

Copy To: Office of the County Attorney
141 Pryor Street, S.W. Suite 4038
Atlanta, Georgia 30303

Notices to SSE shall be addressed as follows:

Savannah State University
Office of the President
3219 College Street

Savannah, Georgia 31404
Attention: Cynthia Robinson Alexander, JD
Interim President, Savannah State University

XII. Governing Law

This MOU will be executed and implemented in Fulton County. Further, this MOU shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this MOU shall be in the Fulton County Superior Courts. If any part of this MOU is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this MOU shall be in full force and effect.

XIII. Insurance

SSU further agrees to maintain for the life of this MOU such insurance as shall fully protect the County. Such requirements are attached hereto and made a part hereof as Attachment "A."

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, each of the parties hereto has caused MOU to be executed and delivered on this, the _____ day of _____, 2023.

THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
By and on Behalf of SAVANNAH STATE UNIVERSITY

Cynthia Robinson Alexander, JD
Interim President, Savannah State University

DATE

(seal)

Sametria R. McFall, PhD, MPA
Associate Vice President, Savannah State University

DATE

Kai Shen, PhD
The Department of Chemistry and
Forensic Science, Savannah State University

DATE

For Fulton County

Attest:

Robert L. Pitts, Chairman
Board of Commissioners

Tonya R. Grier
Clerk to the Commission

(Seal)

Approved as to Content:

Approved as to Form:

Karen E. Sullivan, MD
Office of the Medical Examiner

Office of the County Attorney

ATTACHMENT “A”

INSURANCE AND LIABILITY

SSU shall maintain for the life of the MOU such insurance as shall fully protect Fulton County and any subcontractors performing work covered by this MOU from any and all claims, including bodily injury, property damage or personal injury that may arise or result from SSU under this MOU.

At a minimum, the above-described insurance must include the following elements and limits of coverage.

Comprehensive General Liability

1. Bodily Injury (each occurrence and annual aggregate)	\$500,000
2. Property damage (each occurrence and annual aggregate)	\$500,000
3. Personal injury (each occurrence and annual aggregate)	\$500,000

Automobile Liability

1. Bodily injury (each occurrence)	\$500,000
2. Property damage (each occurrence)	\$100,000



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0617

Meeting Date: 9/20/2023

Department

Superior Court Administration

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

Request approval of an Intergovernmental Agreement (IGA) between The Georgia Department of Community Supervision and Fulton County, Georgia to implement weekend non-jury criminal court proceedings ("Weekend Court Proceedings") at the Fulton County Jail in an amount not to exceed \$2,000.00 for the term effective September 1, 2023 and ending December 31, 2023, with options to renew; and to authorize the County Attorney to amend as to legal form as necessary.

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

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

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

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.)*

Weekend Court is one of several pilot initiatives intended to address the jail population. This agreement will ensure Community Supervision Officers, provided by the Georgia Department of Community Supervision (GDCS), attend court outside of normal hours, to address all requirements associated with the state probation and supervision process. GDCS will invoice the County/Court for overtime, when GDCS staff are provided outside of normal weekly business hours.

Scope of Work: GDCS is responsible for administering supervision of felony probationers in the State of Georgia and will attend court proceedings to assist the court in processing cases involving the imposition of probation sentences and probation revocations

Community Impact: This Project will allow for the expansion of court proceedings by providing additional capacity to address eligible jail cases outside of standard court hours.

Department Recommendation: Superior Court recommends approval which will allow the Weekend Court pilot concept to be implemented.

Project Implications: This agreement will allow virtual or hybrid court proceedings to occur on weekends for the purpose of taking pleas, resolving cases with time served, consent bonds, and for other matters associated with individuals housed at the Fulton County Jail.

Community Issues/Concerns: Superior Court is not aware of any community issues/concerns regarding this IGA.

Department Issues/Concerns: Superior Court does not have any issues/concerns with this IGA.

Fiscal Impact / Funding Source

Funding Line 1:

100-450-4501-1160 Estimated 12 Month Expenditure is < \$10,000, if the pilot proves successful

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN**

THE GEORGIA DEPARTMENT OF COMMUNITY SUPERVISION

AND

**FULTON COUNTY on behalf of
THE SUPERIOR COURT OF FULTON COUNTY**

Dated as of September 1, 2023 (the “Effective Date”)

WITNESSETH:

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

WHEREAS, the Superior Court of Fulton County (“Court”) is implementing a pilot program to hold weekend non jury criminal court proceedings (“Weekend Court Proceedings”) at the Fulton County Jail in an effort to reduce the number of persons being held in that facility; and

WHEREAS, pursuant to OCGA §15-6-17(a) one or more judges of the Court are authorized to conduct habeas corpus and non jury proceedings pursuant to Article 2 of Chapter 14 of Title 9 of the Official Code of Georgia in a suitable room at the Fulton County Jail that involve persons being held at that facility; and

WHEREAS, pursuant to OCGA §42-8-23(b), the Georgia Department of Community Supervision (the “Department”) is responsible for administering the supervision of felony probationers in the State of Georgia and often assigns Community Supervision Officers (“CSO”) to attend court proceedings to assist the court in processing cases involving the imposition of probation sentences and probation revocations; and

WHEREAS, the Department is willing and Fulton County (“County”) desires for the Department to assign a CSO to participate in the Weekend Court Proceedings at the Fulton County Jail on a part time basis; and

WHEREAS, the Department and the County have determined that having the Department assign a CSO to participate in the Weekend Court Proceedings at the Fulton County Jail is in the best interest of both parties and the citizens of the State of Georgia; and

WHEREAS, the Department and the County desire to enter into a formal Intergovernmental Agreement wherein the Department will assign a CSO to participate in the Weekend Court Proceedings at the Fulton County Jail on a part time basis for purposes of

assisting the Court in the processing of cases involving the imposition of probation sentences and probation revocations; and

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

TERM AND RENEWAL

1. **Term.** This Agreement shall be for a term beginning on September 1, 2023, and expiring, at midnight, on December 31, 2023.

2. **Renewal.** The Department and County may renew this Agreement upon the expiration of this Agreement on or before December 31, 2023, for additional one-year period(s). Any such renewal shall require both the Department and County to approve and execute a written amendment to this Agreement stating the terms and conditions of such renewal. Under no circumstances shall this Agreement be amended so that the term of this Agreement, including any and all renewal terms or periods, exceeds fifty (50) years.

COURT RESPONSIBILITIES

The County agrees that the Court shall:

1. Provide a judge for purposes of:
 - a. Presiding over all weekend court sessions and all proceedings therein that involve pleas, dismissals for time served, and consent bonds;
 - b. Making all necessary rulings in the cases brought before the Court; and
 - c. Maintaining the integrity of the Court.
2. Provide a Weekend Court Coordinator for purposes of:
 - a. Applying for grants;
 - b. Maintaining individual files on weekend court participants;
 - c. Compiling statistical data;
 - d. Preparing and managing the weekend court docket; and
 - e. Soliciting community support through education and linkages in an effort to enhance services available to participants.

DEPARTMENT RESPONSIBILITIES

The Department agrees to:

1. Assign a CSO to work o facilitate Court services at a rate equal to their overtime rate for a maximum of eight (8) hours per weekend court session. Work to facilitate Court services shall include the following:
 - a. Reviewing the Court calendar to identify all participants that are currently serving a term of probation and verify that the participant has no active cases or pending revocation hearing. If the participant does have an active case(s) or pending revocation hearing, the CSO shall provide that information to the Court and notify the participant's assigned CSO;
 - b. Recording information on participants who are either currently serving a term of probation or who are sentenced to a term of probation by the Court to include: Docket #, length of sentence, special conditions of probation. The CSO shall also obtain and record all of the subject participant's personal information;
 - c. Communicating and corresponding with attorneys, judges, DCS officers/staff and other professionals regarding the participant's case;
 - d. Recommending sentencing options under the state sentencing guidelines for new cases;
 - e. Investigating the personal history, background and previous supervision history of participants and be prepared to make appropriate recommendations on dispositions prior to Weekend Court Proceedings;
 - f. Serving participant's that are sentenced to probation the with general conditions of probation in Court;
 - g. Instructing participants that are sentenced to a term of probation of the day, time and location that they must report for supervision;
 - h. Collecting signed sentences from the Court;
 - i. Ensuring that all probation cases that were received in Court have a corresponding sentence of probation;
 - j. Entering participant personal information and Court information in the SCRIBE system;
 - k. Maintaining documentation and updates to databases, such as GCIC, NCIC, Portal, and Scribe system;
 - l. Developing and maintaining good working relationships with with all weekend court personnel, local law enforcement and other service providers;
 - m. Obtaining information for pre-sentence investigations and conducting record checks;
 - n. Being familiar with Interstate Compact rules and regulations in the transfer of offenders and ensuring the Court is aware of these rules;

- o. Initiating referrals to the Georgia Department of Corrections for participants that are ordered to a Detention Center, ITP, RSAT, or Boot Camp;
 - p. Providing community linkages and referrals to appropriate agencies, and
 - q. Other duties as assigned
2. Permit the CSO to use Department issued uniforms, vehicles, and equipment in performing tasks to facilitate Court services at no cost to the Court.

COMPENSATION

1. For each hour worked by the CSO pursuant to this Agreement, the County shall pay the Department at a rate of one and half times the CSO's regular hourly rate of pay plus fringe benefits (FICA @ 7.65% and health insurance @ 30.454%). The CSO's regular hourly rate of pay is determined as the regularly hourly rate of pay the CSO receives from the Department in a forty (40) hour work week. The amount of this contract shall not exceed \$2,000.00 (Two Thousand Dollars) for the initial four-month term.
2. The Department shall render invoices on approved forms for payment for all services rendered in the month preceding by the tenth of each calendar month. Invoices shall include the name and address of the Department, social security number of the CSO, date and description of service and time expended and the total due at the agreed rate for services.

NO EMPLOYER RELATIONSHIP

1. The parties agree and acknowledge that the County are not the CSO's employer for the purposes of this Agreement and that this Agreement is not intended to establish an employer/employee relationship with the County.
2. Nothing contained herein shall create any relationship other than of an independent contractor between the County and the CSO. Under no circumstances shall the CSO, its directors, officers, employees, agents, successors, subcontractors or assigns, be deemed employees, agents, partners, successors, assigns or legal representatives of County. At all times during its performance hereunder, CSO shall be considered as an independent contractor and shall not become or be deemed to be an agent, servant, or employee of County. Department acknowledges that any and all individuals supplied hereunder to provide the services required of the CSO shall be employees, contractors, or agents of the Department. As between the Department and County, no joint employer relationship exists, and CSO and/or Department, as applicable, will be responsible for submittal and payment of all FICA, Federal, and State withholding taxes and worker's compensation coverage, and for any and all employment benefits due employees, contractors, or agents of the Department and the CSO.

TERMINATION

1. This Agreement and the interest created hereby may be terminated by either party upon giving the other party written notice of intention to terminate at least sixty (60) days prior to the effective date thereof. Notice shall be deemed given, if sent by certified mail to the address for notice shown herein.
2. In the event of termination under this provision, the County shall pay to the Department such amounts as shall be due on account of services rendered up to the date of receipt of notice of termination.

CHOICE OF LAW

This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia. The parties hereby agree that the Superior Court of Fulton County, Georgia shall have exclusive jurisdiction and venue in all matters that may be litigated concerning this Agreement.

COMPLIANCE WITH LAWS

The County and the Department agree to perform services in accordance with the terms and conditions of this Agreement and in compliance with all laws, rules, regulations and orders of federal, state and local government.

PROFESSIONAL RESPONSIBILITY

Department represents that it has, or will secure at its own expenses, all personnel and equipment appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Department or under the direct supervision of Department. All personnel engaged in the Project by Department shall be fully qualified and shall be authorized or permitted under applicable Federal, State, and local law to perform such services. All equipment shall remain in good working condition and be suitable for the purpose utilized.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Department without the prior written consent of the County.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Department agrees as follows:

Department will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, age, disability, or creed;

Department will, in all solicitations or advertisements for employees placed by, or on behalf of, Department state that all qualified applicants will receive consideration for employment without regard to color, national origin, sex, age, disability, or creed;

Department will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

IMMIGRATION COMPLIANCE

The Department shall initial the paragraph that applies to this contract:

_____ The amount to be paid to Department under this contract is less than \$2,500.00 or the Department is licensed under Title 26 (food services and food sales) or Title 43 (professions and businesses) of the Official Code of Georgia and therefore exempt from the requirements of Code Section 13-10-90.

Or

_____ Department has signed and furnished the immigration compliance affidavit attached hereto and shall comply with the commitments in that affidavit.

Or

_____ Department has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of any part or all of this contract and has instead provided a copy of the state issued driver's license or state issued identification card of such contracting party, as required by O.C.G.A. § 13-10-91(b)(5).

EXPENSES

The Department shall not be liable for and shall not reimburse the County for any travel or other expenses incurred by the County unless approved in advance by the Department in writing. Any such reimbursement shall be made in accordance with and in amounts permitted by applicable state rules and regulations.

COOPERATION

The County and the Department agree to cooperate fully in the defense of any litigation brought against the County or the Department relating to this Agreement, and each party shall give the other prompt notice of any claim, demand, suit, or proceeding.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels, and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, and undertakings between the parties hereto with respect to the subject matter hereof are merged herein. This Agreement may be modified only by mutual consent of the parties. Any modification must be in writing and signed by both parties.

NOTICES

Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to Department:

Michael Nail, Commissioner

Georgia Department of Community Supervision
2 Martin Luther King Jr Drive Se
Suite 866, East Tower
Atlanta GA 30334

If to the County:

David Summerlin
Superior Court Administrator
136 Pryor Street, SW
Suite J2 C-640
Atlanta, GA 30303

With Copy to:

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

RIGHTS AND INTERESTS

This relationship is intended solely for the mutual benefit of the Parties, and there is no intention, express or otherwise, to create any rights or interests for any party other than the County or the Department.

COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

ASSIGNMENT

The parties will not transfer their right, title, or interest hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other parties.

AMENDMENT OF AGREEMENT

The Agreement may be amended from time to time by the mutual agreement in writing by the Court and the Department.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized officials, as of the day and year above written.

GEORGIA DEPARTMENT OF COMMUNITY SUPERVISION

By: _____
Michael W. Nail
Commissioner

FULTON COUNTY BOARD OF COMMISSIONERS

By: _____
Robert L. Pitts
Chairman

Attest:

By: _____
Tonya Grier
Clerk to the Commission

APPROVED AS TO FORM:

By: _____
Office of the County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0618

Meeting Date: 9/20/2023

Department

State Court

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

Request approval to renew an existing contract, State Court, 14RFP93286A-CJC, E-Filing System with File & ServeXpress, LLC (Irving, TX), to provide an integrated electronic filing system for all case types within the jurisdiction of the State Court. This exercises the first of one renewal option. No renewal options remain. The renewal term is for a two-year period. Effective dates: October 5, 2023 through October 4, 2025. This is a revenue-generating contract.

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 or 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)*

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: This is a revenue generating contract with a five year term with one, two year renewal option.

Scope of Work: This contract will provide a fully integrated, comprehensive, cost-effective, and user-friendly electronic filing system to accommodate all case filings within the jurisdiction of State Court. The system will allow end users to file pleadings and other documents remotely and 24 hours a day, every day of the year.

Community Impact: None

Department Recommendation: Approval of recommendation

Project Implications: None

Community Issues/Concerns: None

Department Issues/Concerns: This contract renewal will allow State Court to continue to offer e-filing services.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Approval	14-0859	10/15/2014	Revenue Generating
Revised Agreement Approval	17-0547	7/19/2017	Revenue Generating
Renewal No. 1			Revenue Generating
Total Revised Amount			Revenue Generating

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

Contract Value: \$Revenue Generated

Prime Vendor: File & ServeXpress
Prime Status: Non- Minority
Location: Irving, TX
County: Dallas County
Prime Value: \$Revenue Generated

Total Contract Value: \$Revenue Generated

Total Certified Value: \$-0-

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

Exhibit 1: Contract Renewal Agreement

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

Donald Talley, Court Administrator/Clerk of Court, State Court, (404) 612-1042

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: Revenue Generating
Previous Adjustments: Revenue Generating
This Request: Revenue Generating
TOTAL: Revenue Generating

Grant Information Summary

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

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

100-420-4201-4230: All funds will be deposited into this revenue line

Key Contract Terms	
Start Date: 10/5/2023	End Date: 10/4/2025
Cost Adjustment:	Renewal/Extension Terms: 2 year

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

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



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: State Court

BID/RFP# NUMBER: 14RFP93286A-CJC

BID/RFP# TITLE: E-Filing System

ORIGINAL APPROVAL DATE: July 5, 2018

RENEWAL EFFECTIVE DATES: October 5, 2023 **THROUGH** October 4, 2025

RENEWAL OPTION #: 1 OF 1

NUMBER OF RENEWAL OPTIONS: One (1), two year renewal

RENEWAL AMOUNT: Revenue Generating

COMPANY'S NAME: File & ServeXpress, LLC

ADDRESS: 500 E. John Carpenter Freeway, Suite 250

CITY: Irving

STATE: TX

ZIP: 75062

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

FILE & SERVEXPRESS, LLC

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

**Tamerlane Carter
Chief Executive Officer**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Donald Talley
Court Administrator/Clerk of Court
State Court of Fulton County**

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0621

Meeting Date: 9/20/2023

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

Presentation of Proclamations and Certificates.

Proclamation recognizing "Minority Business Opportunity Week." **(BOC)**

Proclamation recognizing "Corporal Jordan Ennis Appreciation Day." **(Abdur-Rahman)**



Fulton County Board of Commissioners

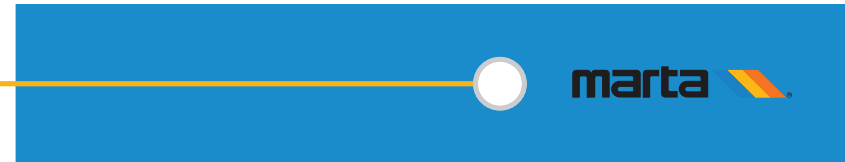
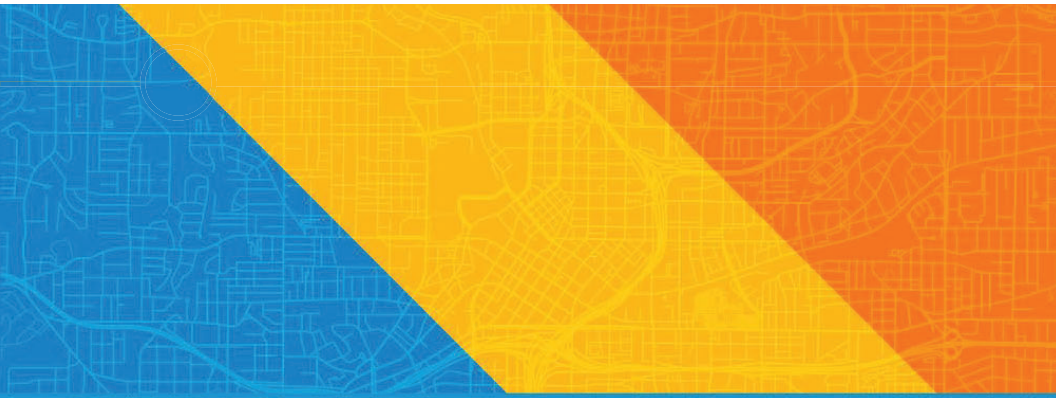
Agenda Item Summary

Agenda Item No.: 23-0623

Meeting Date: 9/20/2023

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

MARTA Quarterly Briefing



Fulton County 2023 Q3 Update

September 20, 2023

Collie Greenwood

General Manager/CEO

Agenda

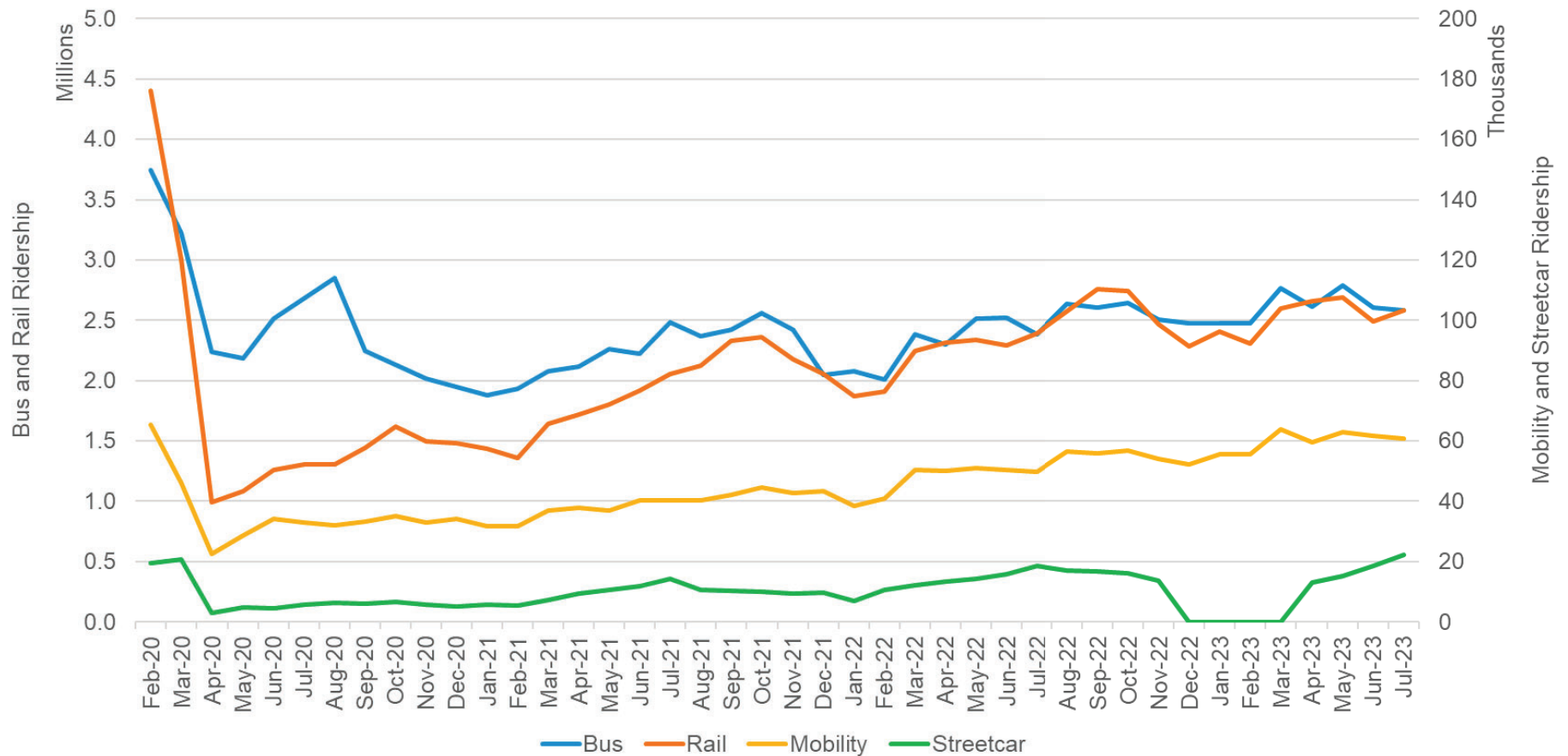
Operations Updates

Other MARTA News



Operations Updates

MARTA Monthly Ridership by Mode February 2020 - July 2023





WORKFORCE & SERVICE UPDATE

- ✓ Recruitment and retention positively increasing.
- ✓ Hire an average of 54 operators per month.
- ✓ Last job fair held on Aug 31st.





PUBLIC SAFETY

- ✓ MPD reports a 17% reduction in Part 1 crimes over two years
 - ✓ 32% reduction in robberies over two years
 - ✓ 87% clearance rate for robberies
- ✓ Primary hot spot is auto theft, in particular Kia and Hyundai, up 142% over the past year
 - ✓ MPD has held 4 events to distribute 640 wheel locks free of charge
 - ✓ MPD purchased 20 mobile trailers with cameras for surface lots

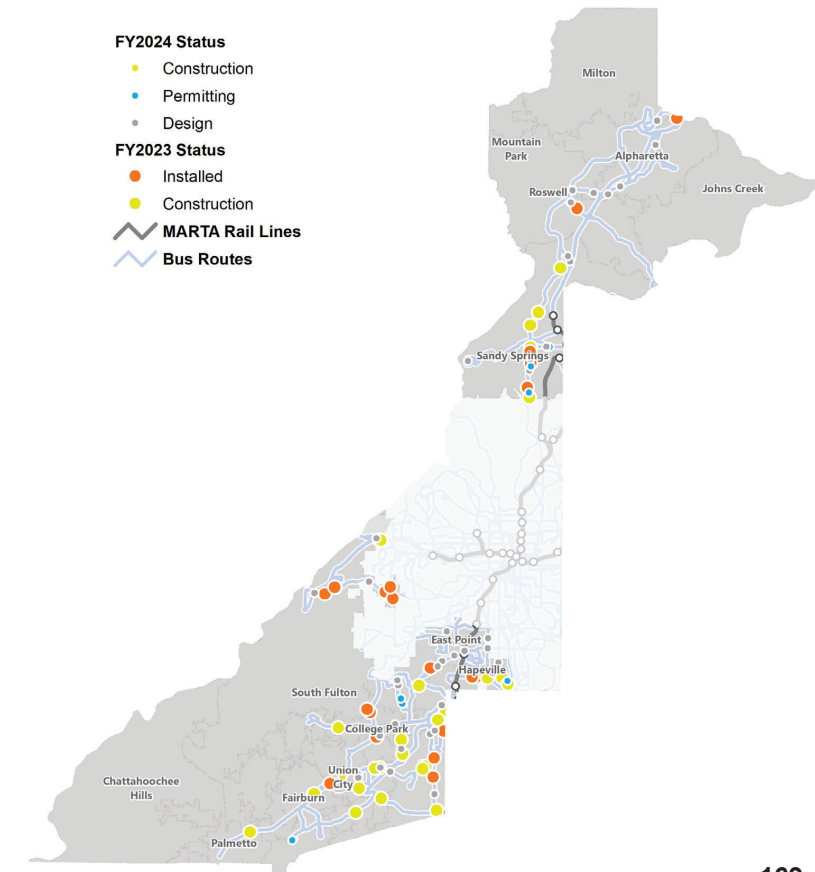


marta



BUS SHELTERS & AMENITIES UPDATE

- **FY23 Amenities Status**
 - 24 amenities installed
 - 26 under construction
- **FY24 Amenities Status**
 - 1 under construction
 - 8 in permitting
 - 41 in design



BUS SHELTERS & AMENITIES UPDATE

211550 - Wendell Dr Sw & Wendell Ct SW



 **48** Weekday Boardings

Serves:

Aviation Park,
Economy Lodge,
Efficiency Lodge

Routes:

73 – Fulton Industrial



BUS STOP REPLACEMENT/UPGRADE OVERVIEW



Before



After

Example sign replacement near MARTA HQ.



Upgrade of all 8,900+ MARTA stops



Regional color scheme and design



Route and destination information



Enhanced customer service information



Improved visibility and reflectivity



Upgrade to be completed by June 2025

ROUTE 183 NISKEY LAKE ROAD – UPDATE

- ✓ Coordinated activity between MARTA and ATLDOT
 - ✓ ATLDOT has provided concept treatments to improve safety and road conditions
 - ✓ MARTA identified potential routing adjustments on County Line Rd and Niskey Lake Rd that could provide improved operational safety alongside concept treatments
- ✓ MARTA conducted a test run of potential routing on Tuesday, August 15 but narrow spots continue to be a challenge and the route cannot safely be restored at this time
- ✓ MARTA and ATL DOT continue to work together on potential solutions



A test of potential routing adjustments was completed on County Line Rd and Niskey Lake Rd on August 15.

BUS NETWORK REDESIGN

- ✓ Project Policy Framework adopted in April 2023
- ✓ Technical Stakeholder design workshops October 16-27
- ✓ Next steps to come in 2023-2024:



Technical workshops and develop the Draft Network Plan



Public and stakeholder engagement



Refinement into the Final Network Plan

<https://www.marta2040nextgenbus.com/>





Other MARTA News

H.E. HOLMES TRANSIT ORIENTED DEVELOPMENT

Let's
Envision Holmes
Together!



BLOCK 1
100-120 Multifamily units

BLOCK 2
150-170 Multifamily units

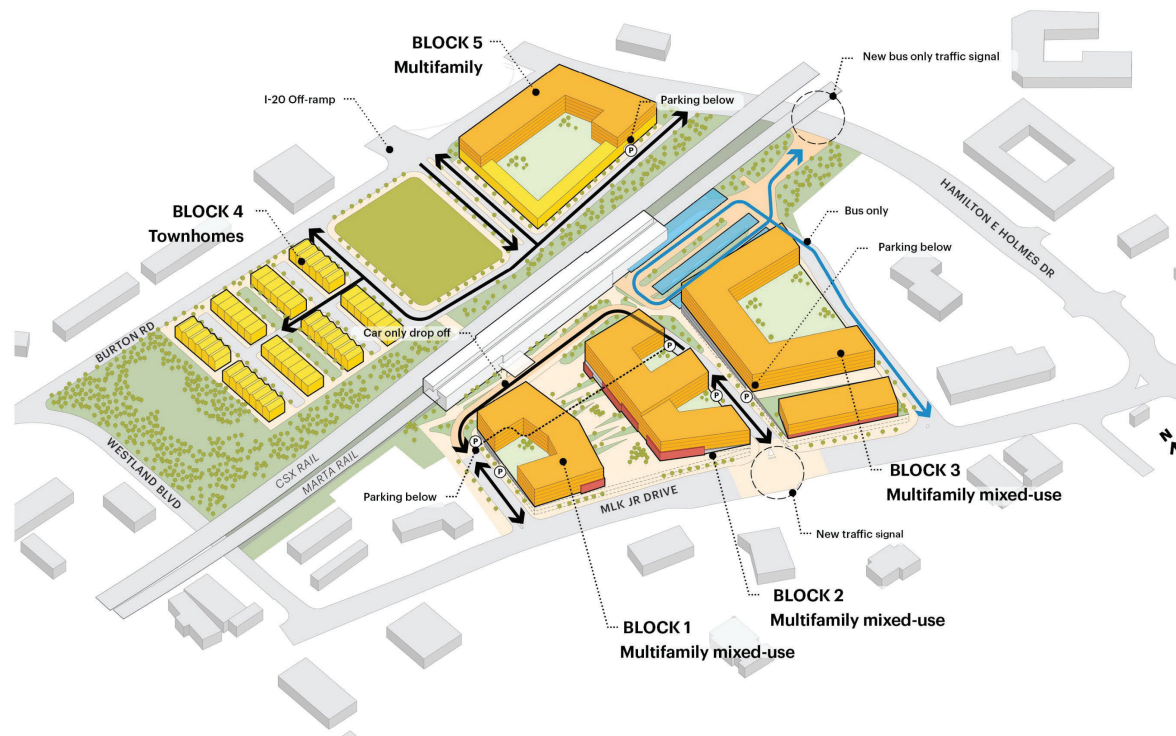
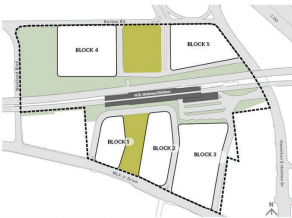
BLOCK 3
250-275 Multifamily units

BLOCK 4
40-50 Townhomes

BLOCK 5
100-130 Multifamily units
15-20 Townhomes

Retail space : ~ 20,000 SF

PARKING
Residential : ~ 720 spaces
MARTA : ~ 850 spaces



COLLEGE PARK STATION

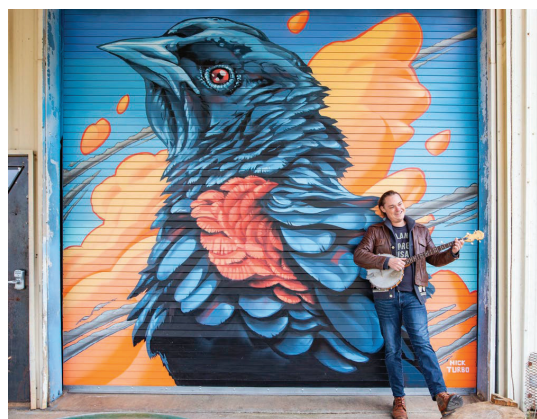
- ✓ Parking Lot Paving Phases 3 and 4 underway
 - ✓ North parking lot repaving
 - ✓ New wayfinding signage installed
 - ✓ Increased ADA accessible spaces
 - ✓ Improved sidewalk accessibility





ARTBOUND – FIVE POINTS

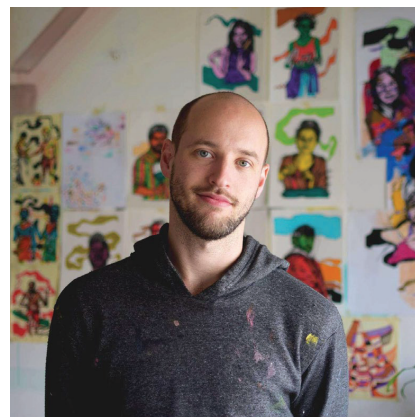
- ✓ Four artists have been selected to create eight mosaics on the platform levels at Five Points station.
- ✓ The mosaics will serve as both navigational aids and visually striking art pieces.



Nick Benson



Amanda
Phingbodhipakkiya



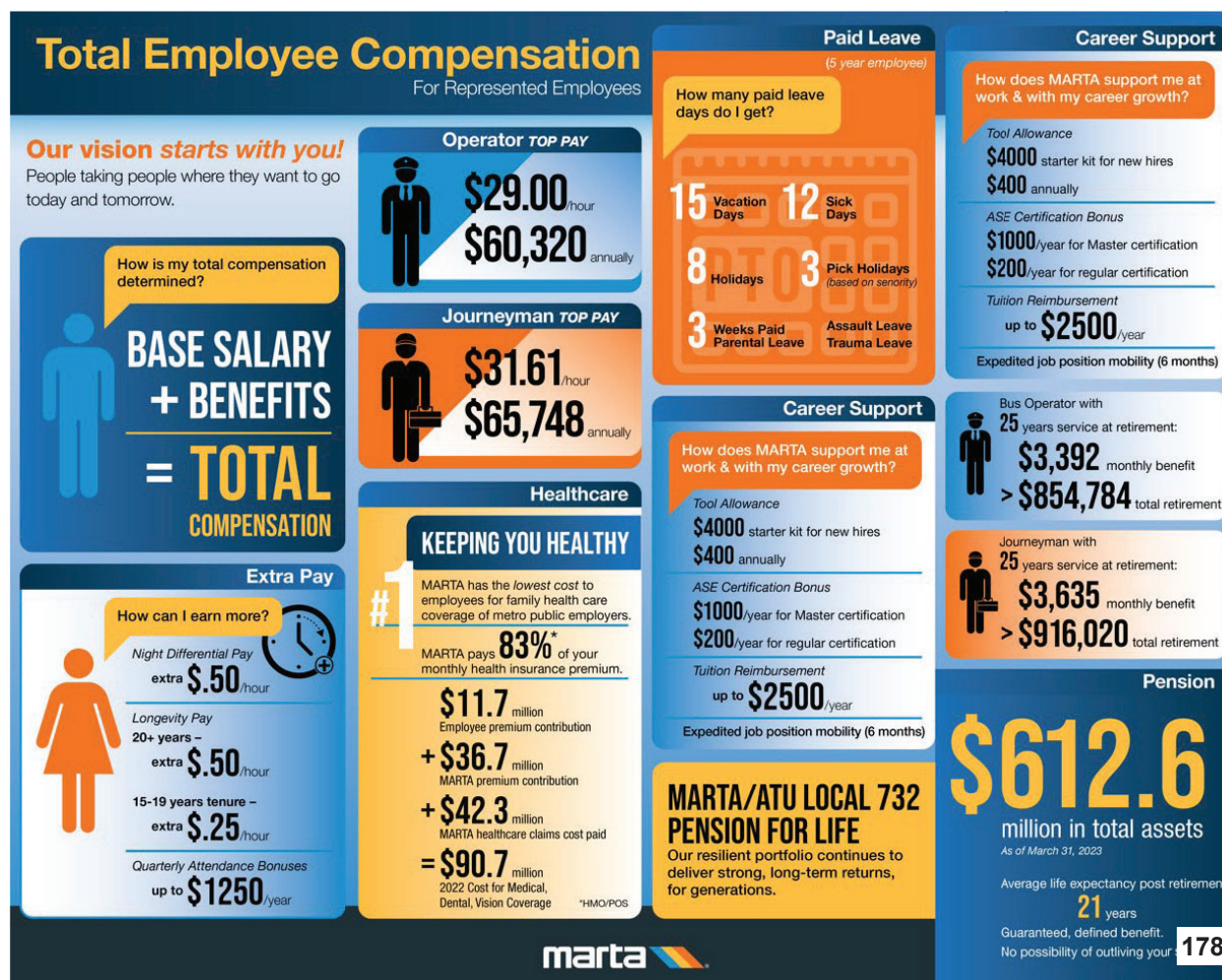
Sasha Primo



Tom Davii

LABOR AGREEMENT

- ✓ Strongest contract to date
 - ✓ 16% salary increase over 3 years
 - ✓ Paid family leave
 - ✓ Attendance bonus structure
 - ✓ Lifetime pension



AUTOMATED TRANSIT NETWORK PILOT FEASIBILITY STUDY

- ✓ MARTA signed MOA to advance ATN feasibility study and pilot at GICC
- ✓ Next step: AACIDs to issue RFP

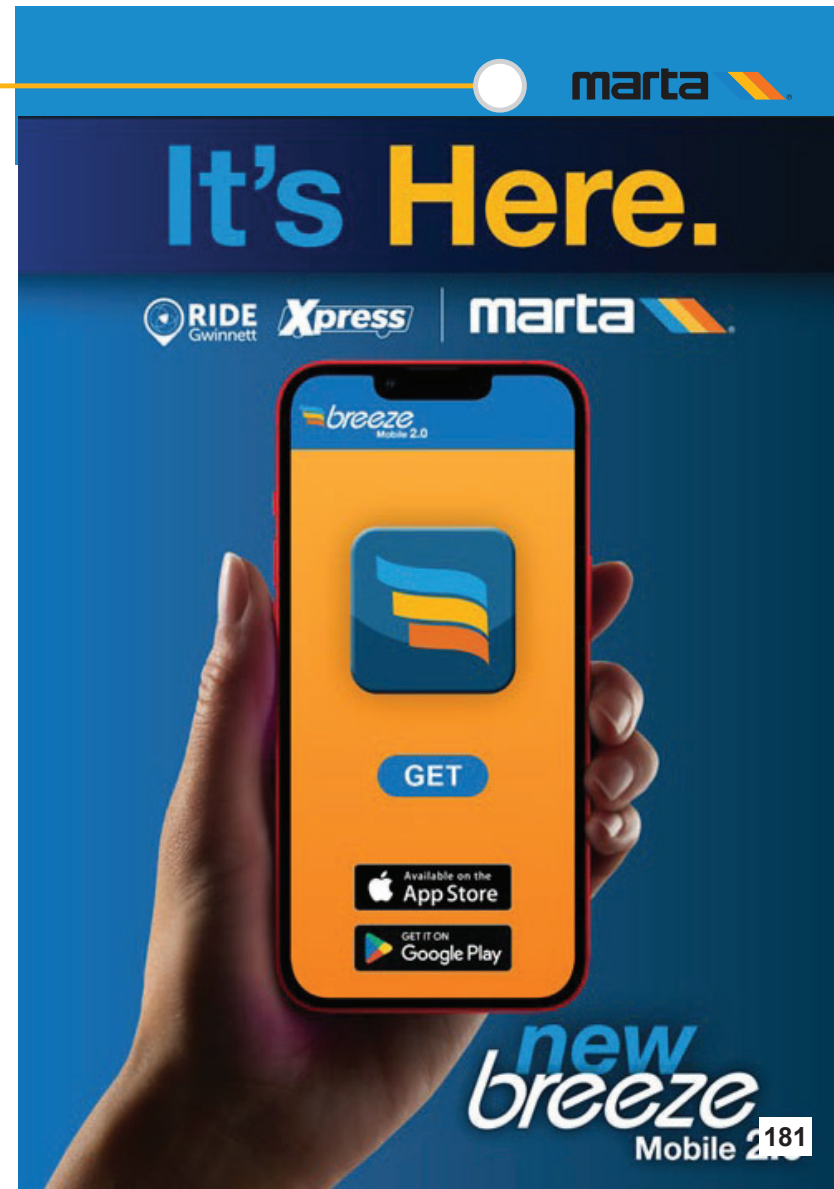


RAIL CAR ARTIFICIAL REEF PROJECT



BREEZE MOBILE 2.0 EXPANSION

- ✓ Riders can now purchase tickets and transfer between regional transit partners using Breeze Mobile 2.0 app
 - ✓ Ride Gwinnett, Gwinnett County
 - ✓ Xpress, Atlanta-Region Transit Link Authority
 - ✓ CobbLinc, Cobb County –
Launching in October



NATIONAL VOTER REGISTRATION DAY

- ✓ On September 19th, MARTA partnered with local Boards of Elections and community organizations to register voters at 7 rail stations including:
 - ✓ Five Points
 - ✓ College Park
 - ✓ North Springs
 - ✓ Lindbergh
 - ✓ H.E. Holmes



NATIONAL VOTER REGISTRATION DAY

REGISTER TO VOTE

AT THESE STATIONS ★ ★ ★ ★ ★

ON THIS DAY

★ COLLEGE PARK ★
★ DORAVILLE ★
★ HE HOLMES ★
★ LINDBERGH CENTER ★
★ KENSINGTON ★
★ NORTH SPRINGS ★
★ FIVE POINTS ★
★ MUSIC ★ ACTIVITIES ★ FUN ★



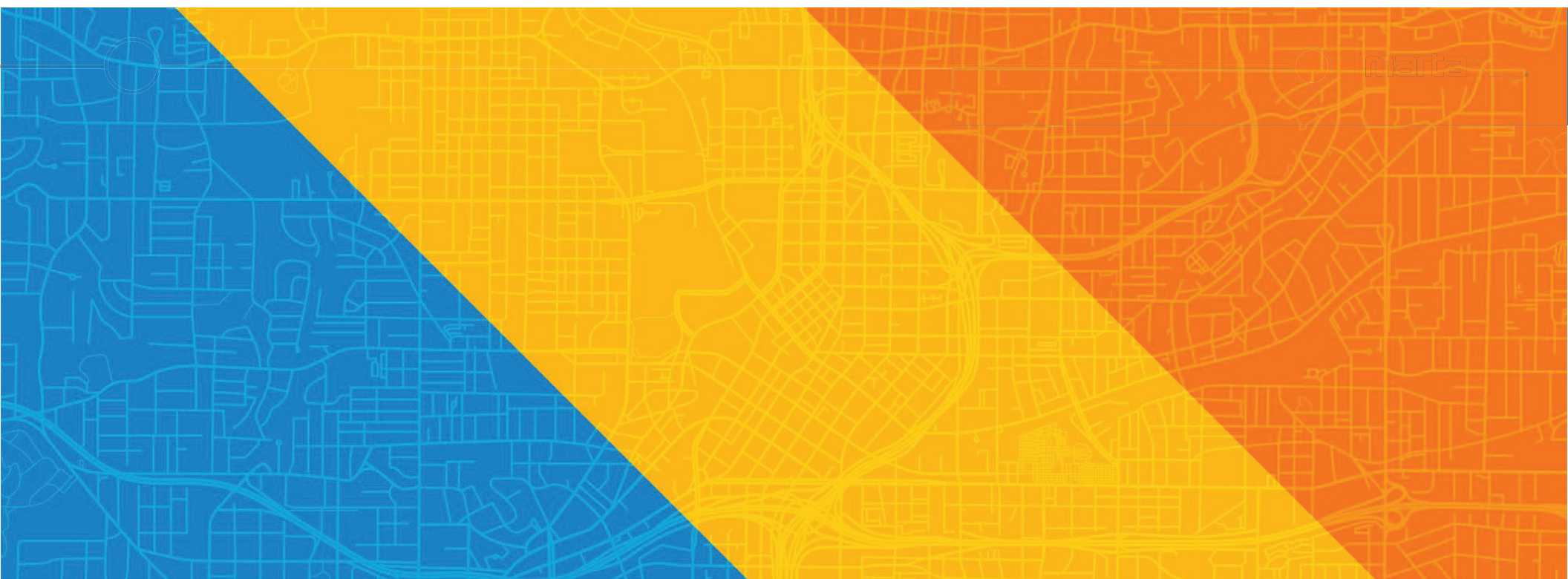
**TUESDAY
SEP
19
2023**
2 - 6 PM

Sign up your organization to participate.
LIMITED SPACE... FIRST COME, FIRST SERVE...
SIGN UP NOW!

For more information to sign-up your organization, email:
tthornton@itsmarta.com

To request this information in another language or an accessible format, call 404-848-4037

hosted by  **182**



Thank You





Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0624

Meeting Date: 9/20/2023

Department

Real Estate and Asset Management

Requested Action

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 21ITB130203C-MH, Mail Services Operation in the amount of \$351,573.24 with Moore Partners, Inc., dba More Business Solutions (Peachtree Corners, GA), to provide mail services Countywide. This action exercises the second of two renewal option. No renewal options remain. Effective dates: January 1, 2024 through December 31, 2024.

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, or 60 days if the contract term is six (6) months or less.

Strategic Priority Area related to this item

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: The contract provides operational management mail services for Fulton County agencies which includes all mail equipment, trained management, equipment maintenance and personnel under the direction of the Department of Real Estate and Asset Management.

Scope of Work: The Scope of Work consists of:

- Pick-up and delivery services for approximately 31 remote locations with inter-office mail.

- USPS mail by metered mailing and management services for domestic express mail and package deliveries.
- Pre-sort mailing services.
- Provide user Departments/agencies monthly reports on their operating costs associated with mail services for volume and pickup, deliveries, and courier services.
- Three additional new daily remote locations for daily pickup and delivery, incoming and outgoing interoffice mail, outgoing USPS mail to be metered, Express and Priority Mail, and package pickup and delivery: 1) 5600 Campbellton Fairburn Rd., Atlanta, GA 30213, 2) 4700 Northpoint Pkwy., Alpharetta, GA 30022, and 3) Animal Shelter, 1251 Fulton Industrial Boulevard, Atlanta, GA 30318

Community Impact: The contract has limited community impact.

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

The requested spending authority in the total amount of \$351,573,24, is an increase of \$33,189.12 over 2023 which is due to the future economic inflation, tight employment market and ongoing post pandemic supply chain disruptions and added courier services. In past years, the contract's monthly/annual price was lower than current monthly expenditure paid for these services, but the factors below all have had an impact on the annual price increase.

- Medical/Health insurances costs increases.
- Life and Disability insurances costs increases.
- Workers Compensation insurances costs increases.
- Commercial Insurances (Crime Policy and Liability - required per contract) costs increases.
- Employee pay increases.
- State of Georgia Unemployment Taxes increases.

The requested spending authority in the total amount of \$351,573.24 is sufficient to cover these anticipated costs for FY2024 (\$7,718.40 Increase from annual adjusted increase of \$343,854.84 due to added courier services).

Historical Expenditures:

FY2023: The County expenditure as of 7/25/23, \$185,724.07 (anticipate spending authority of \$318,384.12 will be met)

FY2022: The County spent \$294,800.00

FY2021: The County spent \$318,625.68

FY2020: The County spent \$303,456.00

FY2019: The County spent \$289,003.00

Project Implications: The service is critical as it services approximately 31 remote locations for pick-up and delivery services, which, without it, would require mail equipment at each of these sites.

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

Department Issues/Concerns: If the renewal contract is not approved, the County will need to provide mail services to approximately 31 remote locations and employ personnel to handle inter-office mail services, delivery of mail to USPS daily, as well as the processing of presort mailing services.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0570	8/4/21	\$294,800.00
1st Renewal	22-0627	9/7/22	\$318,384.12
2nd Renewal			\$351,573.24
Total Revised Amount			\$684,757.36

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

Contract Value: \$351,573.24

Prime Vendor: Moore Partners, Inc. dba More Business Solutions
Prime Status: White Female Business Enterprise
Location: Peachtree Corners, GA
County: Gwinnett County
Prime Value: \$351,573.24 or 100.00%

Total Contract Value: \$351,573.24 or 100.00%
Total Certified Value: \$351,573.24 or 100.00%

Exhibits Attached

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

Contact Information

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Agenda Item No.: 23-0624

Meeting Date: 9/20/2023

Original Approved Amount: \$294,800.00
Previous Adjustments: \$318,384.12
This Request: \$351,573.24
TOTAL: \$684,757.36

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:

700-520-5201-1711: General, Real Estate and Asset Management, Printing- \$ \$351,573.24 "Subject to availability of funding adopted for FY2024 by BOC"

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: No renewal options remaining

Overall Contractor Performance Rating:100

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2023

Report Period End:
6/30/2023



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Department of Real Estate & Asset Management

BID/RFP NUMBER: 21ITB130203C-MH

BID/RFP TITLE: Mail Services Operation

ORIGINAL APPROVAL DATE: 08-04-2021

RENEWAL EFFECTIVE DATES: 1/ 1/ 2024 THROUGH 12/ 31/2024

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$351,573.24

COMPANY'S NAME: Moore Partners, Inc., / dba More Business Solutions

ADDRESS: Suite 260, 5875 Peachtree Industrial Blvd

CITY: Peachtree Corners

STATE: GA

ZIP: 30092

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

**MOORE BUSINESS/ DBA MORE
BUSINESS SOLUTIONS**

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

[Insert name]
[Insert title]

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Joseph N. Davis, Director
Department of Real Estate & Asset
Management**

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____
RECESS MEETING

ITEM#: _____ RM: _____
REGULAR MEETING

Performance Evaluation Details

ID	E5
Project	Mail Services Operation
Project Number	21ITB130203C-MH
Supplier	more business solutions
Supplier Project Contact	paul jackson (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	07/05/2023
Evaluation Type	Formal
Interview Date	06/29/2023
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/05/2023 08:50 AM EDT
Completion Date	07/05/2023 08:50 AM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

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

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met, minor problems, highly effective corrective actions.

Comments

The contractor continues to demonstrate outstanding performance. There have been no issues with quality of service. They have met all performance requirements.

TIMELINESS OF PERFORMANCE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, significantly exceeded delivery requirements, all on-time deliveries to the Government's benefit.

Comments

During this quarter the contractor has continued to perform at an outstanding level. There have been no complaints from user departments regarding deliveries.

BUSINESS RELATIONS

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Comments

As always, the contractor continued to respond to inquiries and technical, as well as other issues, in an outstanding manner. Their responsiveness is always efficient, effective and timely.

CUSTOMER SATISFACTION

20/20

Rating

Outstanding: Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

Comments

Extremely professional and proactive in communicating with the User Department.

COST CONTROL

20/20

Rating

Outstanding: Compliance with contract pricing, all cost discrepancies are clearly identified with explanation; compliance with invoice submission requirements/price substantiation.

Comments

Pricing is compliant with the agreed upon contract. There have been no cost discrepancies during this quarter.

GENERAL COMMENTS

Comments

The vendor always performs at an outstanding level. They are quick to respond to inquiries and to provide notice of any issues to the User Department. They are an outstanding business partner.

Contract Renewal Evaluation Form

Date:	July 25, 2023
Department:	Real Estate and Asset Management
Contract Number:	21ITB130203C-MH
Contract Title:	Mail Services Operations

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 service cannot afford to be reduced, because we do not have any alternative resources to provide this service. This service provides operational mail services management for County-wide agencies which includes all mail equipment, trained management, equipment maintenance and personnel. The scope includes pick-up and delivery services for approximately 48 remote locations with inter-office mail, USPS mail by metered mailing and management services for domestic express mail & package deliveries and presorts mailing services.

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

☐ Internet search of pricing for same product or service:

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

Explanation / Notes:

The existing prices for mail operation services reflect the current market rates as of today. This service was conducted in accordance with all applicable provisions of the Fulton County Purchasing Code Section 102-373, all Competitive Sealed Bids of more than \$49,999.99.

☐ **Market Survey of other jurisdictions:**

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Cannot because its depending on various needs

Explanation / Notes:

This service varies depending on organizational needs, therefore it's difficult to compare prices.

☐ **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?**

FY2023 The County expenditures as of 7/25/2023, \$185,724.07

FY2022 The County spent \$294,800.00

FY2021 The County spent \$318,625.68

FY2020 The County spent \$303,456.00

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

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

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

Percent difference between past purchase price and renewal price:

[Click here to enter text.](#)

Explanation / Notes:

[Click here to enter text.](#)

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

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

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

If this contract is not approved, the County will be in jeopardy of providing operational management services for the County-wide agencies which includes pick-up and delivery services for approximately 48 remote locations with inter-office mail, USPS mail by metered mailing and management services for domestic express mail & package deliveries and presort mailing services.

April Pye, Administrator DREAM Administration

July 25, 2023

Prepared by

Date

Joseph N. Davis, Director 

8/9/2023 [Click here to enter a date.](#)

Department Head

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0625

Meeting Date: 9/20/2023

Department

Real Estate and Asset Management

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

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 22ITB134949C-GS, Tree Removal Services Countywide in an amount not to exceed \$309,000.00 with Arborserv, Inc. (Lithonia, GA), to provide on-site tree removal services Countywide under emergency/storm related situations or as-needed basis. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2024, through December 31, 2024.

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 or 60 days if the contract term is six (6) months or less.

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: This contract furnishes all materials, labor, tools, equipment, transportation, and appurtenances necessary to provide on-site tree removal services Countywide under emergency/storm related situation or on an “as needed” basis for Fulton County.

Scope of Work: The scope of work also includes, but is not limited to:

- Cutting the specified tree down even to the ground so as not to leave any visible stump

- De-limbing, chopping/chipping and hauling off the premises.
- Debris must be hauled off immediately upon completion of job.
- Limb removal from living trees must be cut so as not to damage the limb collar.
- Stump grinding may be required on a case by-case basis and when required shall be completed in accordance with industry standards.
- All debris from the grinding of the stump shall be removed, unless otherwise specified by the Project Manager

Community Impact: This contract is utilized for storm related emergencies and/or diseased and dangerous tree removal on County-owned properties.

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

The requested spending authority in the total amount of \$309,000.00, is an increase of \$75,000 over the original amount awarded in 2023. On June 7, 2023, under Agenda Item #23-0375, the Board of Commissioners approved a \$75,000.00 increase in spending authority to the \$234,000.00 previously awarded. The increase is due to anticipated increase in tree removal services because of identified dead, dying, and diseased trees and on-going capital landscape renovation projects at selected Fulton County properties and to cover the costs for related debris clean-up, labor/hourly rates, and equipment associated with these projects.

This standby Countywide contract also accommodates various user Departments that piggy-back annually to support their emergency situations. Additionally, the Public Works Department is requesting \$100,000.00 of spending authority to support their ongoing field operations for FY2024.

The requested spending authority in the total amount of \$309,000.00 is sufficient to cover these anticipated costs for tree removal services for FY2024.

Project Implications: This contract is utilized for storm related emergencies and/or diseased and dangerous tree removal on County-owned properties.

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

Department Issues/Concerns: If this renewal contract is not approved, the Department does not have the required skills and equipment to perform on-site tree removal services under emergency/storms related situation.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0873	11/3/21	\$234,000.00
Increase Spending Authority	23-0375	6/7/23	\$75,000.00
1st Renewal			\$309,000.00
Total Revised Amount			\$618,000.00

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

Contract Value: \$309,000.00

Prime Vendor: ArborServ, Inc.
Prime Status: African American Male Business Enterprise
Location: Lithonia, GA
County: Dekalb County
Prime Value: \$309,000.00 or 100.00%

Total Contract Value: \$309,000.00 or 100.00%
Total Certified Value: \$309,000.00 or 100.00%

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

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

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$234,000.00
Previous Adjustments: \$75,000.00
This Request: \$309,000.00
TOTAL: \$618,000.00

Grant Information Summary

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

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

100-520-5220-1160: General, Real Estate and Asset Management, Professional Services- \$209,000.00 "Subject to availability of funding adopted for FY 2024 by BOC"

Funding Line 2:

200-540-5601-1160: Airport, Public Works, Professional Services- \$20,000.00 "Subject to availability of funding adopted for FY 2024 by BOC"

Funding Line 3:

201-540-5459-1160: Water & Sewer Revenue, Public Works, Professional Services- \$40,000.00 "Subject to availability of funding adopted for FY 2024 by BOC"

Funding Line 4:

203-540-5453-1160: Water & Sewer R & E, Public Works, Professional Services - \$40,000.00 "Subject to availability of funding adopted for FY 2024 by BOC"

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: O renewal option remains

Overall Contractor Performance Rating: 100

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2023

Report Period End:
6/30/2023



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 22ITB134949C-GS

BID/RFP# TITLE: Tree Removal Services Countywide

ORIGINAL APPROVAL DATE: 12/7/2022

RENEWAL EFFECTIVE DATES: 1/ 1/ 2024 **THROUGH** 12/ 31/2024

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$309,000.00

COMPANY'S NAME: Arborserv, Inc.

ADDRESS: 2290 S. Stone Mountain Lithonia Road

CITY: Lithonia

STATE: GA

ZIP: 30058

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: Bid #22ITB134949C-GS

FULTON COUNTY, GEORGIA

ARBORSERV, INC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Darryl A. Dorton
Owner, CEO

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

Joseph N. Davis, Director
Department of Real Estate and Asset
Management

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

ITEM#:_____ RCS:_____	ITEM#:23- RM:_____
RECESS MEETING	REGULAR MEETING

Performance Evaluation Details

ID	E2
Project	Tree Removal Services Countywide
Project Number	22ITB134949C-GS
Supplier	Arborserv
Supplier Project Contact	Darryl A. Dorton (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	07/10/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/10/2023 11:24 AM EDT
Completion Date	07/10/2023 11:24 AM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

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

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met, minor problems, highly effective corrective actions.

Comments

Not Specified

TIMELINESS OF PERFORMANCE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, significantly exceeded delivery requirements, all on-time deliveries to the Government's benefit.

Comments

Not Specified

BUSINESS RELATIONS

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Comments

Not Specified

CUSTOMER SATISFACTION

20/20

Rating

Outstanding: Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

Comments

Not Specified

COST CONTROL

20/20

Rating

Outstanding: Compliance with contract pricing, all cost discrepancies are clearly identified with explanation; compliance with invoice submission requirements/price substantiation.

Comments

This is an extremely reliable vendor

GENERAL COMMENTS

Comments

Not Specified

Contract Renewal Evaluation Form

Date:	July 21, 2023
Department:	Real Estate and Asset Management
Contract Number:	22ITB134949C-GS
Contract Title:	Tree Removal Services Countywide

Instructions:

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

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

The Department does not have the capacity to provide this in-house such as; labor, equipment, and transportation to perform this large-scale service County-wide. This contract furnishes all materials, labor, tools, equipment, transportation, and appurtenances necessary to provide on-site tree removal services countywide. Tree removal generally includes cutting the specified damaged trees to the ground, de-liming, chopping/chipping, and hauling off the premises, and stump grinding according with IAW industry standards.

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:	August 27, 2021
Price found:	Not Comparable Pricing
Different features / Conditions:	NA
Percent difference between internet price and renewal price:	NA

Explanation / Notes:

- Small trees up to about 30-feet high, such as a Black Mulberry, Dogwood or Russian olive, with clearance of buildings and utility lines cost about **\$125-\$437** to remove.
- Medium-sized trees from 30-60 feet tall including the Black Alder, Black Gum and Crabapple that are set apart from buildings and utilities run **\$175-\$900**.
- Large trees 60-80 feet high, including Red Oak, Pine and Black Locust, are estimated at **\$400-\$1,000**.
- Trees 80-100 feet tall such as the American Ash, Bur Oak and Sugar Maple can cost anywhere from **\$962-\$1,400+**

Additional costs:

- Stump grinding pulverizes the remaining tree stump into a pile of sawdust and may be priced separately or as part of the estimate. Large stump grinding averages **\$169-\$300** and small stumps are about **\$75**

- To haul away trunk wood from a 30-foot tree removal **\$350**.
- Arborist consultations can run **\$125 per hour**

☒ **Market Survey of other jurisdictions:**

Date contacted:	August 27, 2021
Gwinnett:	Pricing Not Comparable
Date of last purchase:	N/A
Price paid:	N/A
Inflation rate:	N/A
Adjusted price:	N/A
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	The County is paying comparable prices

Explanation / Notes:

The County tree removal service cost is per job and labor is included in total cost. It's not price separately, so we cannot determine a cost for labor rates for normal hours, after hours, holidays and emergency. Their ruled is that any cost over \$1,000 must be quoted.

☐ **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?**

The County spent \$249,240.00 in FY2022. The County expenditure as of 7/21/2023 is \$175,499.98

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

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

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

Explanation / Notes:

Click here to enter text.

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

6. Has an analysis been conducted to determine if this service can be performed in-house? ☒ Yes

☐ No If yes, attach the analysis.

This service cannot be performed in-house because the DREAM does not have required Skills, experience, equipment, and licenses necessary to perform this kind of tree cutting Services as specified in the scope of work under emergency/storm related situation.

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

This contract is utilized for storm related emergencies and/or diseased and dangerous tree removal on County-owned properties. Public safety would be gravely impacted.

Anthony Spencer

Anthony Spencer, Administrator

August 2, 2023

Prepared by

Date

Joe Davis

Joe Davis, Director

8/9/2023 Click here to enter a date.

Department Head

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0626

Meeting Date: 9/20/2023

Department

Real Estate and Asset Management

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

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 22ITB132332C-GS, Solid Waste Disposal and Recycling Services Countywide in the total amount not to exceed \$1,344,000.00 with (A) Latham Home Sanitation Company, Inc. (Loganville, GA) in the amount not to exceed \$660,000.00; and (B) Georgia Waste Systems, LLC dba Waste Management of Atlanta South, (Lake City, GA) in the amount not to exceed \$684,000.00, to provide landfill solid waste disposal and single stream recycling services for Fulton County facilities. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2024, through December 31, 2024.

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, or 60 days if the contract term is six (6) months or less.

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: Request approval to renew existing contracts to provide Solid Waste Disposal and Recycling Services Countywide for FY2024.

Scope of Work: These contracts furnish all materials, labor, equipment, transportation, and

appurtenances necessary for providing comprehensive Countywide solid waste disposal and single stream recycling services. The Scope of Work consists of solid waste collection, transportation, and disposal services for the County's facilities, and to support the ongoing operational needs for the disposal of construction and demolition waste, clearing and grubbing debris, municipal solid waste, and other routine waste materials.

In addition to solid waste disposal, the contractors shall provide landfill/transfer station or other disposal facilities, such as dumpsters, roll off containers, single stream recycling collection and shredding services on an "as needed" basis to meet the essential operations of the County. This may require the solid waste contractor to operate on a variable or limited frequency to satisfy the additional solid waste needs of any Fulton County facility. The recycling will be conducted utilizing recycling 95-gallon containers.

Community Impact: The overall impact on community health would be unsanitary conditions throughout the County if solid waste is not properly disposed of. The addition of single stream packet recycling allows for recycling without having to separate the waste. This applies to all districts.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval to renew existing contracts to provide landfill solid waste disposal and single stream recycling services for Fulton County facilities for fiscal year 2024.

These are time and materials contracts that requires covering the costs for labor, equipment, and transportation pick-up/haul for the disposal of solid waste at designated landfill sites. The requested total spending authority in the amount of \$1,344,000, will cover costs for the anticipated solid waste disposal services required for FY2024.

Project Implications: These contracts allow the solid waste contractors to provide the collection and disposal of solid waste Countywide as well as single stream recycling services to the designated landfill sites.

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

Department Issues/Concerns: If these renewal contracts are not approved, the Department will not have the ability to continue to collect solid waste and recycling materials from Countywide facilities and dispose it properly.

Contract Modification

(A) Latham Home Sanitation Company, inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0240	4/13/22	\$441,600.00
Increase Spending Authority	22-0578	8/17/22	\$40,000.00
1st Renewal	22-0773	10/19/22	\$660,000.00
2nd Renewal			\$660,000.00

Total Revised Amount			\$1,801,600.00
----------------------	--	--	----------------

(B) Georgia Waste Systems, LLC

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0240	4/13/22	\$313,000.00
Increase Spending Authority	22-0578	8/17/22	\$200,000.00
1st Renewal	22-0773	10/19/22	\$684,000.00
2nd Renewal			\$684,000.00
Total Revised Amount			\$1,881,000.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)***Contract Value: \$1,344,000.00****(A)****Contract Value: \$660,000.00****Prime Vendor: Latham Home Sanitation Company, Inc.****Prime Status: White Female Business Enterprise****Location: Loganville, GA****County: Walton County****Prime Value: \$660,000.00 or 100.00%****Total Contract Value: \$660,000.00 or 100.00%****Total Certified Value: \$660,000.00 or 100.00%****(B)****Contract Value: \$684,000.00****Prime Vendor: Georgia Waste Systems, LLC dba Waste Management of Atlanta South****Prime Status: Non-Minority****Location: Lake City, GA****County: Clayton County****Prime Value: \$684,000.00 or 100.00%****Total Contract Value: \$684,000.00 or 100.00%****Total Certified Value: \$0.00 or 0.00%****Grand Contract Value: \$1,344,000.00 or 100.00%****Grand Certified Value: \$660,000.00 or 49.11%****Exhibits Attached** *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Contract Renewal Agreements

Exhibit 2: Contractor Performance Reports

Exhibit 3: Contract Renewal Evaluation Form

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	\$754,000.00
Previous Adjustments:	\$1,584,000.00
This Request:	\$1,344,000.00
TOTAL:	\$3,682,600.00

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:

100-520-5222-1175: General, Real Estate and Asset Management, Waste Disposal Services- \$1,263,200.00 "Subject to availability of funding adopted for FY2024 by BOC

Funding Line 2:

100-999-S666-1175: General, Non-Agency, Waste Disposal Services- \$80,800.00 "Subject to

availability of funding adopted for FY2024 by BOC

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: No renewal options remain

Overall Contractor Performance Rating: 94

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2023

Report Period End:
6/30/2023



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 22ITB132332C-GS (A)

BID/RFP# TITLE: Solid Waste Disposal and Recycling Services Countywide

ORIGINAL APPROVAL DATE: 4/13/2022

RENEWAL EFFECTIVE DATES: 1/1/2024 **THROUGH** 12/31/2024

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$660,000.00

COMPANY'S NAME: Latham Home Sanitation Company, Inc.

ADDRESS: 7756 Hampton Place

CITY: Loganville

STATE: GA

ZIP: 30052

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: #22ITB132332C-GS (A)

FULTON COUNTY, GEORGIA

**LATHAM HOME SANITATION
COMPANY, INC.**

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

**Richard F. Jarvis
Vice President**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Joseph N. Davis, Director
Department of Real Estate and Asset
Management**

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 22ITB132332C-GS (B)

BID/RFP# TITLE: Solid Waste Disposal and Recycling Services Countywide

ORIGINAL APPROVAL DATE: 4/13/2022

RENEWAL EFFECTIVE DATES: 1/1/2024 **THROUGH** 12/31/2024

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$684,000.00

COMPANY'S NAME: Georgia Waste Systems, LLC dba Waste Management of Atlanta South

ADDRESS: 1571 Burke Drive

CITY: Lake City

STATE: GA

ZIP: 30260

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: #22ITB132332C-GS (B)

FULTON COUNTY, GEORGIA

**GEORGIA WASTE SYSTEMS, LLC
DBA WASTE MANAGEMENT OF
ATLANTA SOUTH**

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

**Michael J. Holbrook
Director of Public Sector Services**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Joseph N. Davis, Director
Department of Real Estate and Asset
Management**

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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

Performance Evaluation Details

ID	E2
Project	Solid Waste Disposal and Recycling Services Countywide
Project Number	22ITB132332C-GS
Supplier	Latham Home Sanitation Company Inc
Supplier Project Contact	Ric F Jarvis (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	07/10/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/10/2023 11:25 AM EDT
Completion Date	07/10/2023 11:25 AM EDT
Evaluation Score	94

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

Rick is very capable and is excellent at managing the county solid waste collection services for the libraries and other facilities

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

The solid waste collection schedule is always maintained. If there is an issue, the vendor is able to immediately address the deficiency.

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

Reporting is very limited; however the vendor is able to provide any necessary details about the services.

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

The vendor is always accessible by email for phone even on weekend and after hours

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

Contractor compliance is outstanding.

GENERAL COMMENTS

Comments

This is a very reliable and capable vendor.

Performance Evaluation Details

ID	E2
Project	Solid Waste Disposal and Recycling Services Countywide
Project Number	22ITB132332C-GS
Supplier	Georgia Waste Systems, Inc dba Waste Management
Supplier Project Contact	Alan Owens (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	07/10/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/10/2023 11:25 AM EDT
Completion Date	07/10/2023 11:25 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

17/20

Rating

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

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

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

Comments

Not Specified

GENERAL COMMENTS

Comments

A reliable and responsible vendor

Contract Renewal Evaluation Form

Date:	August 3, 2023
Department:	Department of Real Estate and Asset Management
Contract Number:	22ITB132332C-GS
Contract Title:	Countywide Solid Waste Disposal and Recycling 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.

Solid Waste Division of DREAM worked hard to reduce the total cost of solid waste disposal and recycling for Fulton county facilities. In this efforts division signed contract with two vendors to get the best lowest possible rate for the services.

These contracts furnish all materials, labor, equipment, transportation, and appurtenances necessary for providing comprehensive countywide solid waste disposal and single stream recycling services. This is a time and materials contract that require covering the cost for labor, equipment, and transportation pick-up/haul for the disposal of solid waste at designated landfill sites. The Scope of Work consists of solid waste collection, transportation, and disposal services for the County's facilities, and to support the ongoing operational needs for the disposal of construction and demolition waste, clearing and grubbing debris, municipal solid waste, and other routine waste materials. In addition to the solid waste disposal, the contractors shall provide landfill/transfer station or other disposal facilities, such as dumpsters, roll off containers, single stream recycling collection and shredding services on an "as needed" basis to meet the essential operations of the County.

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

☐ Internet search of pricing for same product or service:

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

Explanation / Notes:

Internet search wasn't done as this service is selected through lowest possible bid process. This procurement was conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this bid is code Selection 102-373, Competitive Sealed Bid.

☒ **Market Survey of other jurisdictions:**

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

Explanation / Notes:

Market survey wasn't done as this service is selected through lowest possible bid process.

☐ **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?

FY2023 The County expenditure as of 8/3/2023 is \$674,597.31

FY2022 The County spent \$994,600.00

FY2021 The County spent \$890,761.23

FY2020 The County spent \$768,425.65

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: 0.00%

Adjusted price: n/a

Percent difference between past purchase price and renewal price: 0.00%

Explanation / Notes:

This is a fixed price service.

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 County does not have the capacity to perform this service in-house.

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

If these contract renewals are not approved, the County will not have ability to collect solid waste and recycle materials from County-wide facilities and disposing it properly.

Shaista Begum

8/4/23

Prepared by

Date

Joseph N. Davis, Director

Click here to enter a date.

8/10/2023


Department Head

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0627

Meeting Date: 9/20/2023

Department

County Manager

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

Presentation of the Fulton County Operational Report.

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

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

Open and Responsible Government

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No



Fulton County Operational Report

September 20, 2023

Board of Commissioners Meeting

AGENDA

Public Safety and Technology:

- Justice Systems Performance
- Jail Maintenance and Repairs

Health and Human Services:

- Board of Health Quarterly Update

Internal Services and Facilities:

- COVID 19 Reserve & ARPA Spend
- Monthly Financial Report
- Monthly Emergency Purchase Orders & Monthly CM Contract Approvals
- Surplus and Leased Properties
- 2024 Budget Process



Justice and Jail Systems Update

FULTON COUNTY GOVERNMENT



Project ORCA & Justice System Update

SEPTEMBER 20, 2023

AGENDA

- 01 ORCA CASE REDUCTION
- 02 CUMULATIVE CASE REDUCTION
- 03 JAIL POPULATION UPDATE

Project Overview

Since the beginning of COVID-19, the Fulton County Court System has amassed a significant and unprecedented level of cases. Project ORCA will address this challenge by utilizing a combination of capacity expansion and productivity enhancement initiatives to expedite the case adjudication process.

Case Accumulation Defined

All cases (hearings, filings, applications) that were initiated before and during the pandemic (including those currently awaiting formal charging or filing) that have been impacted due to current limitations at various stages of the case administration process.

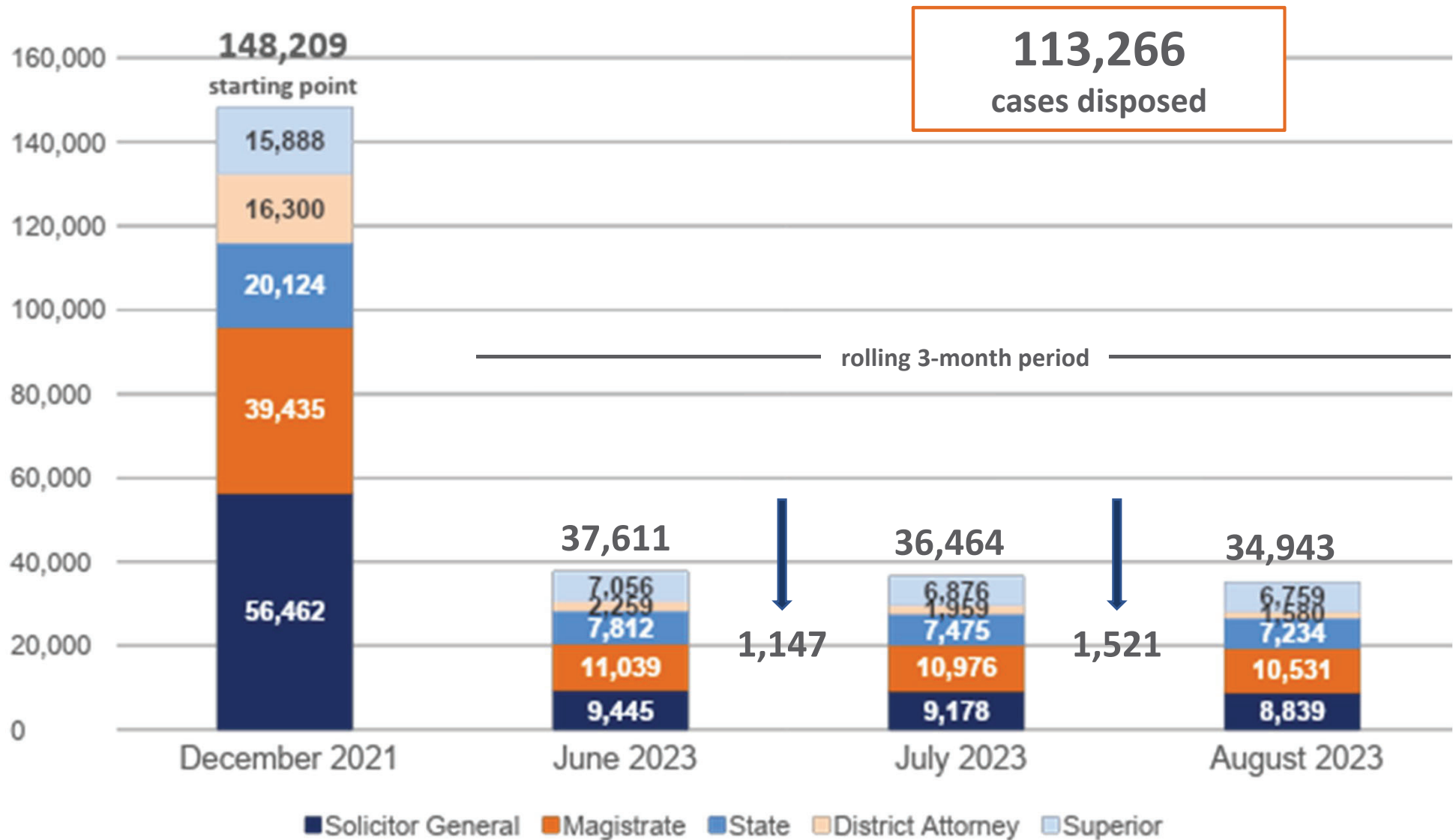


The COVID-19 Case Resolution Project began on **December 6, 2021** with **148,209** open and active cases.

As of **August 31, 2023**, **113,266** cases have been disposed. There are **34,943** pending open and active cases.

PROJECT ORCA CASE REDUCTION

Dispositions by Office



PROJECT ORCA CASE REDUCTION

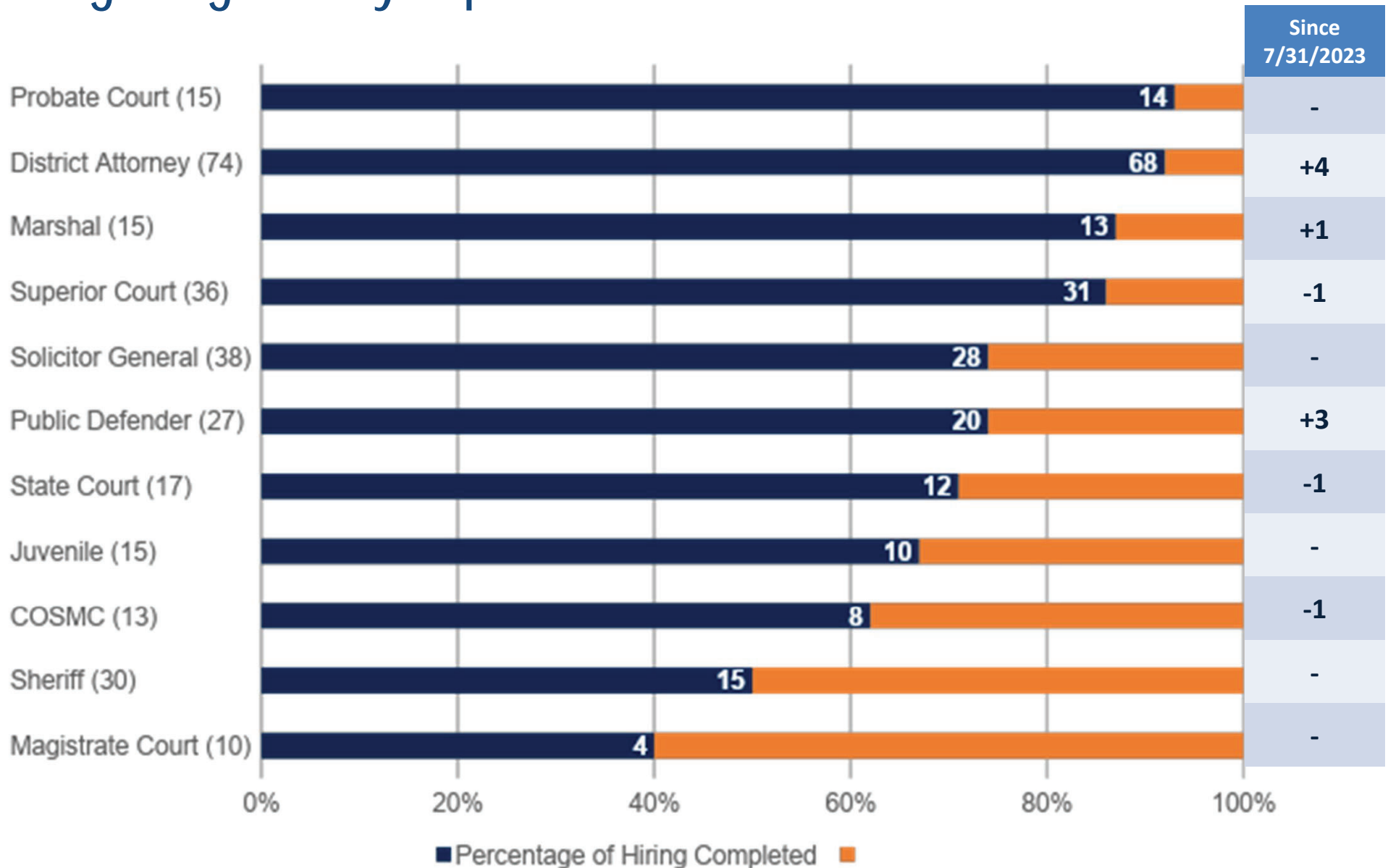
Case Disposition SUMMARY



Office	August 2023 (Last full month)			Project To Date (12/6/2021 through 8/31/2023)		
	Target	Actual	Variance	Target	Actual	Variance
Superior	442	259	(183)	9,268	13,331	4,063
District Attorney	356	379	23	8,834	14,720	5,886
State	556	348	(208)	11,676	15,808	4,132
Solicitor General	1,540	339	(1,201)	32,340	47,620	15,280
Magistrate	1,091	445	(646)	22,911	28,898	5,987
Overall	3,985	1,770	(2,215)	85,209	120,377	35,348

Hiring Progress

Hiring Progress by Department As of 9/1/2023



FULTON COUNTY GOVERNMENT



Project ORCA & Justice System Update

SEPTEMBER 20, 2023

AGENDA

- 01 ORCA CASE REDUCTION
- 02 CUMULATIVE CASE REDUCTION
- 03 JAIL POPULATION UPDATE

CUMULATIVE CASE REDUCTION

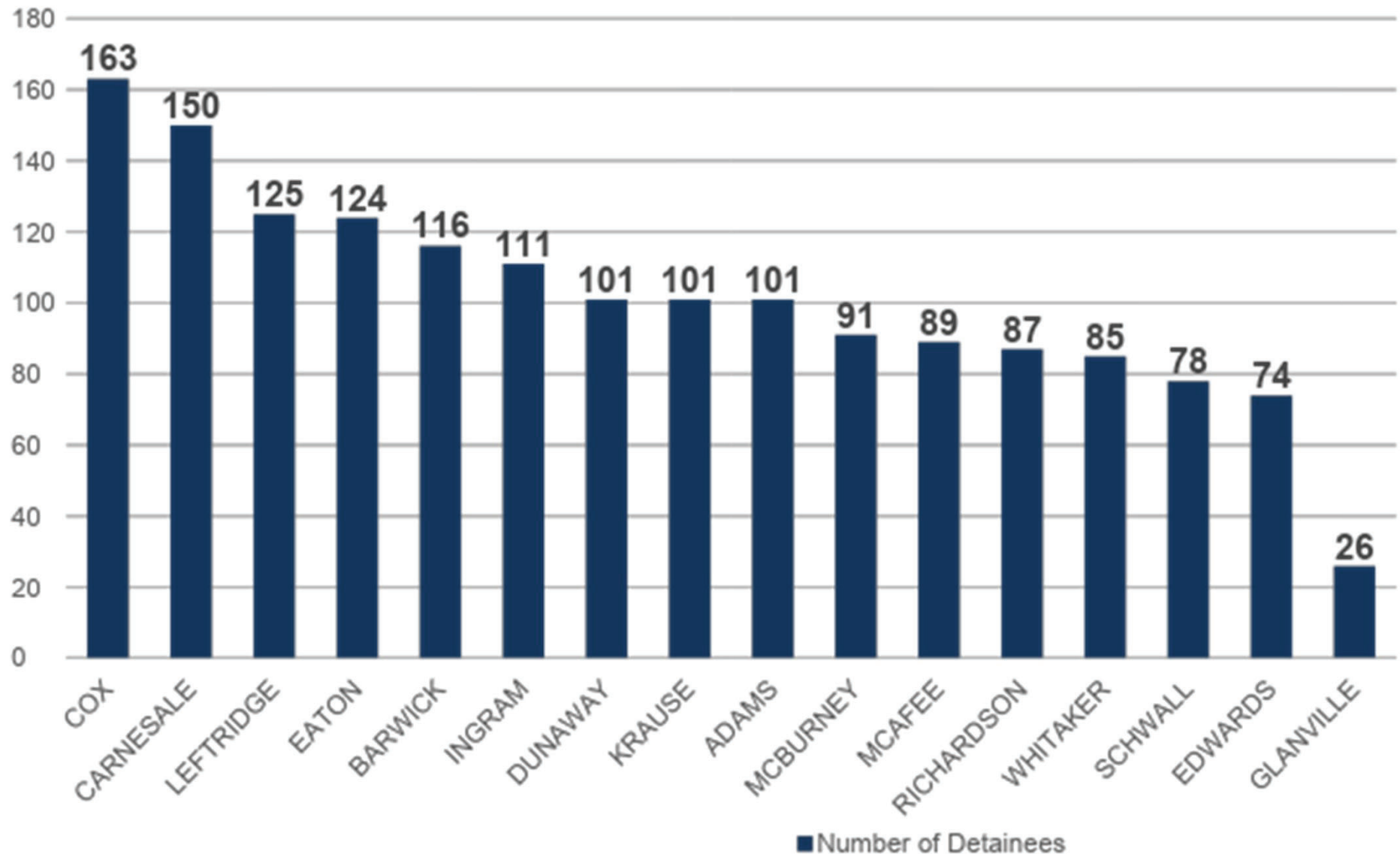
JUSTICE SYSTEM SCORECARD



MEASURE	GOAL	MAY 2023 BASELINE	AUGUST 2023	DELTA <i>(current month to baseline)</i>
Average Length of Stay	30 days	71 days	61 days	10 day decrease
Jail Population Unindicted without other charges	10%	34%	35%	1% increase <i>(45 more unindicted)</i>
Clearance Rate for Felony Criminal Cases	100%	72%	77%	5% increase
Felony Cases Disposed within 180 Days	90%	25%	29%	4% increase
Felony Cases Disposed within 365 Days	98%	63%	56%	7% decrease

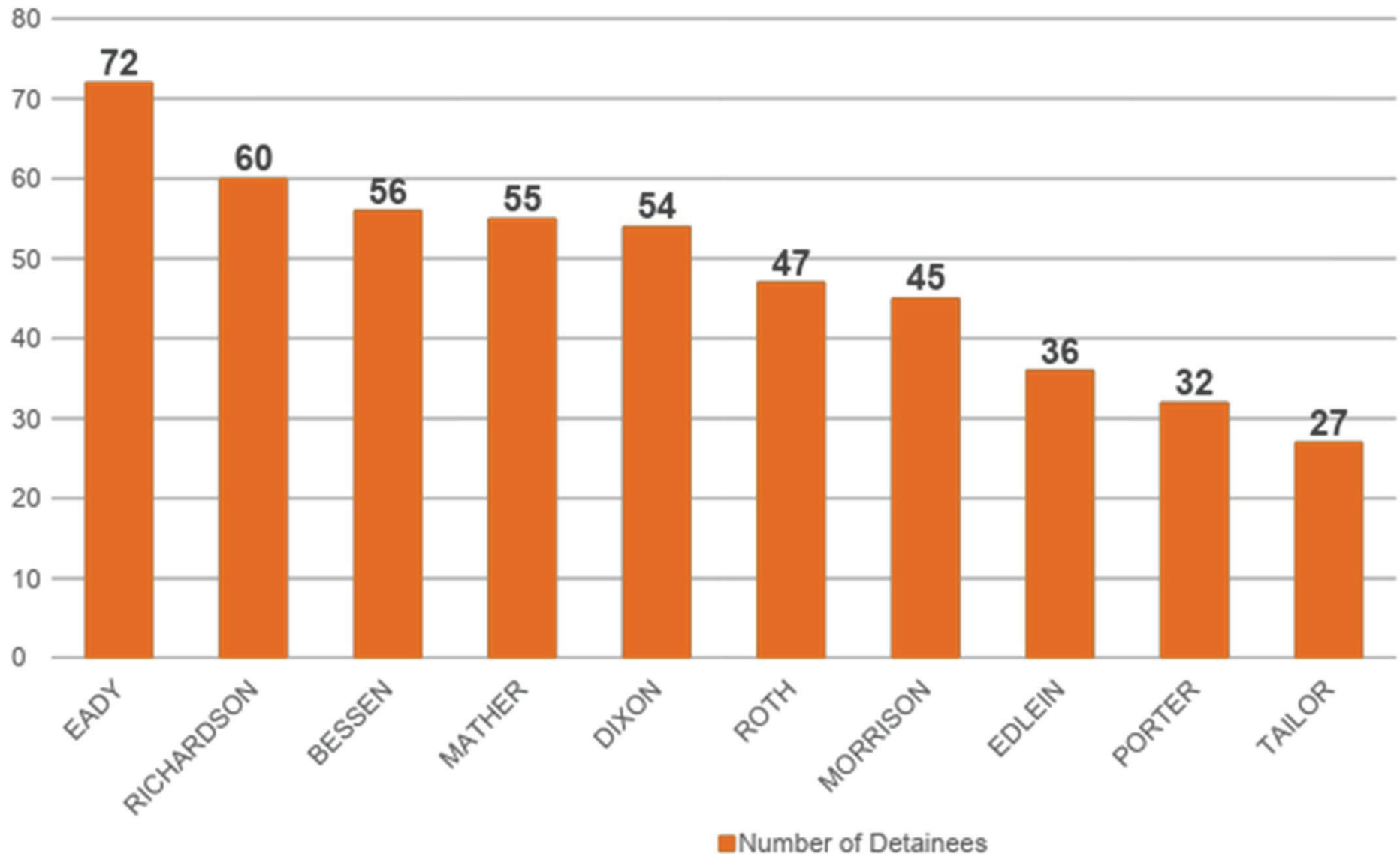
JAIL POPULATION

DETAINEES BY SUPERIOR COURT JUDGE As of 8/31/2023



JAIL POPULATION

DETAINEES BY State COURT JUDGE As of 8/31/2023



FULTON COUNTY GOVERNMENT



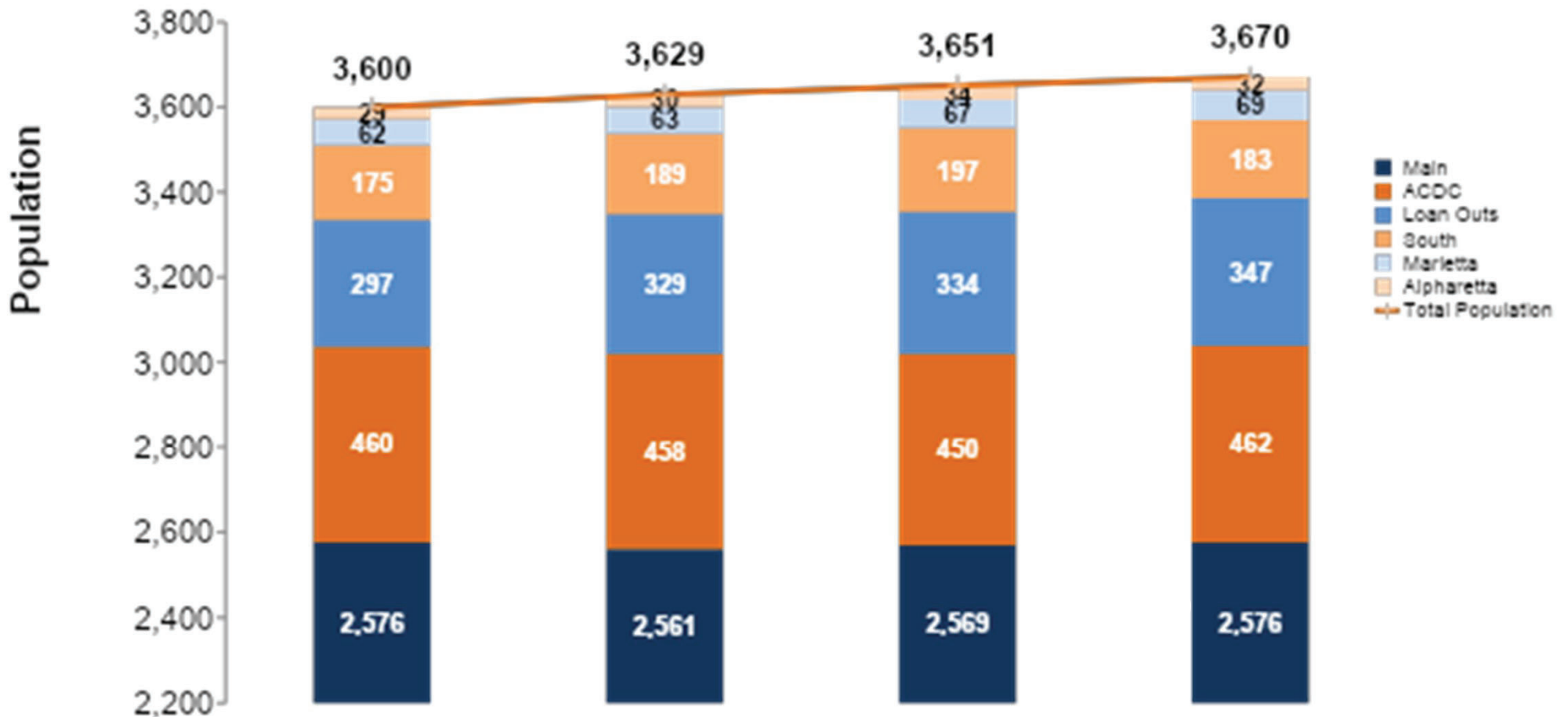
Project ORCA & Justice System Update

SEPTEMBER 20, 2023

AGENDA

- 01 ORCA CASE REDUCTION
- 02 CUMULATIVE CASE REDUCTION
- 03 JAIL POPULATION UPDATE

Average Weekly population 7/31/2023 - 8/27/2023



	07/31 - 08/06	08/07 - 08/13	08/14 - 08/20	08/21 - 08/27
Floor	455	424	450	454
Floor %	12.6%	11.7%	12.3%	12.4%
(Avail) Beds	597	621	626	620
Book In	470	430	450	481
Book Out	419	426	420	310
Net	(51)	(4)	(30)	(171)

Average Weekly Jail population

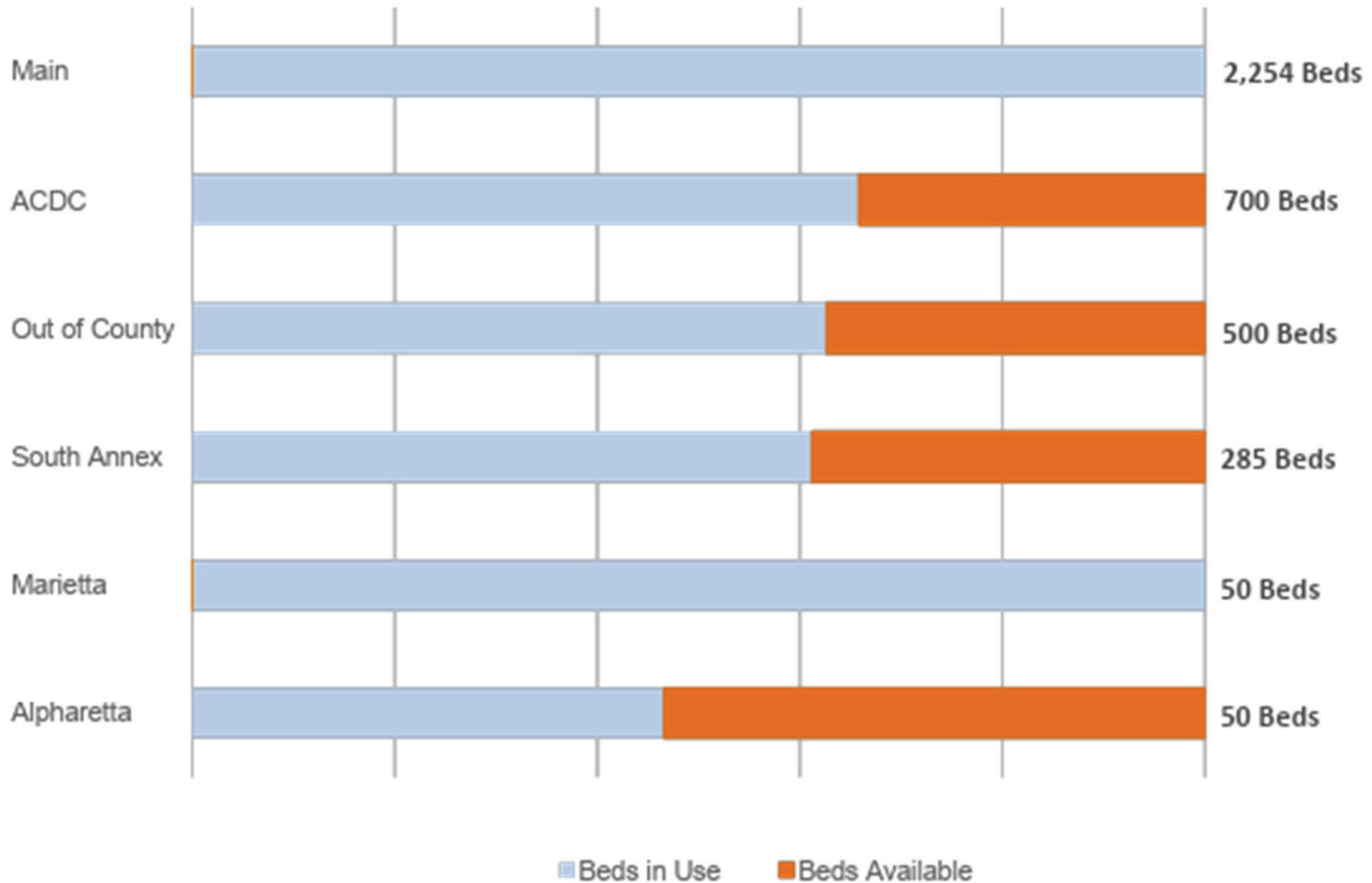
Population by facility 7/31/2023 - 8/27/2023



	07/31 – 08/06	08/07 – 08/13	08/14 – 08/20	08/21 – 08/27
Main	2,576	2,561	2,569	2,576
ACDC	460	458	450	462
Loan Outs	297	329	334	347
South Annex	175	189	197	183
Marietta	62	63	67	69
Alpharetta	29	30	34	32
TOTAL	3,600	3,629	3,651	3,670

Jail population facility utilization

AS OF 9/1/2023



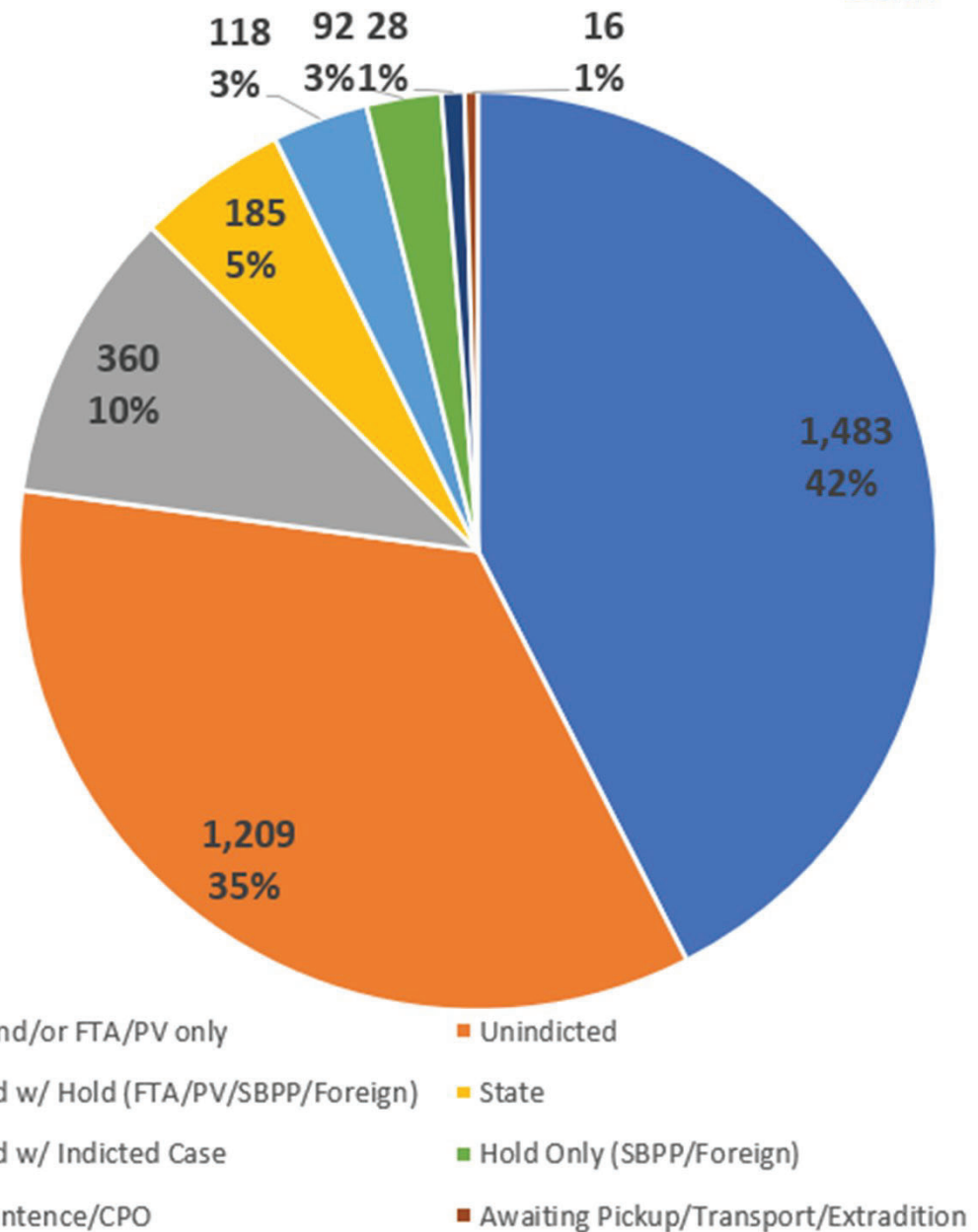
JAIL POPULATION

FULL INMATE ANALYSIS

As of 8/28/2023



Status	Number of Inmates	
Unindicted	1,209	35%
Unindicted w/ Hold	360	10%
Unindicted w/ Indicted Case	118	3%
Indicted (DA)	1,483	42%
Accused (SG)	185	5%
Hold Only (SBPP/Foreign)	92	3%
Serving Sentence/CPO	28	1%
Awaiting Pickup/Transport/Extradition	16	1%
TOTAL	3,491	100%



Jail population

Population reduction Initiatives



ACTION ITEM	DESCRIPTION / BACKGROUND	BOC UPDATE	START DATE
Increase inmate transports to Superior Court	Double the number of inmate transports per week	<ul style="list-style-type: none"> Sheriff's Office has doubled the number of inmate transports to Superior Court 	March 1
Increase the number of senior judges for Superior Court	Add new senior judges for criminal trial / weekend calendars and increase their compensation	<ul style="list-style-type: none"> 4 new senior judges have been added Trial calendars built out for remainder of the year 	May 15
Superior Court civil cases to State Court	Assign Superior Court civil cases to State Court for remainder of 2023	<ul style="list-style-type: none"> First round of civil cases have been assigned Assignments will continue on a rolling basis 	May 15
Increase Zoom capacity for Superior Court criminal cases	Increase the calendars and resources to expand cases leveraging Zoom	<ul style="list-style-type: none"> Jail Court Services staff hired to coordinate and move inmates for Zoom calendars Formal process developed for scheduling Zoom calendars, including dedicated communications Jail Court Services 	June 30
Expand the C-3 Program	Increase the number of C-3 contract attorneys and cases per attorney, with a focus on jail cases	<ul style="list-style-type: none"> Nearly 20 C-3 attorneys representing over 70 defendants Case assignments being made on a monthly basis Assessing increase to contract amounts for active attorneys 	July 15
Prioritize jail cases on the Superior Court calendar	Prioritize jail cases on Superior Court calendars	<ul style="list-style-type: none"> Developing new Odyssey queries for automated and on-demand reports showing unindicted and indicted inmates 	September 30
Weekend court at Fulton County Jail	Hold criminal court cases at Fulton County Jail on weekend days	<ul style="list-style-type: none"> Evaluating inmate population for participation Anticipate about 20 – 50 inmates per Saturday Court 	September 30
Establish a competency court calendar	Create a dedicated calendar for competency cases	<ul style="list-style-type: none"> Superior Court voted against creation of a dedicated competency court calendar at July bench meeting 	Initiative Defeated

PRIORITIES



- ✓ Accelerate ORCA case resolution/performance
- ✓ Implement multi-agency jail reduction plan
- ✓ Prevent Post-ORCA backlog
- ✓ Establish and implement 12 month ORCA wind down plan

Justice System Dashboards

public information



JUSTICE SYSTEM DASHBOARDS

DEPARTMENT

PUBLICLY AVAILABLE DASHBOARDS

SUPERIOR COURT

Total Defendants in Jail (Complex)
 Defendants in Jail for Over 1 Year (Complex)
 Total Pending Cases (Complex)
 Cases Pending for Over 1 Year (Complex)
 Total Defendants in Jail (Non-Complex)
 Defendants in Jail > 180 Days (Non-Complex)
 Total Pending Cases (Non-Complex)
 Cases Pending > 180 Days (Non-Complex)

NATIONAL COURT STANDARDS

Time to Disposition (Felony)
 Time to Disposition (Civil)
 Time to Disposition (Family)
 Clearance Rates
 Aging of Cases

STATE COURT

Total Defendants in Jail (Misdemeanor)
 Defendants in Jail Over 1 Year (Misdemeanor)
 Total Pending Criminal Cases
 Criminal Cases Pending for Over 1 Year

PROJECT ORCA DASHBOARDS

DEPARTMENT

PUBLICLY AVAILABLE DASHBOARDS

OVERALL

Total Disposed Cases
 Remaining Open & Active Cases

COURTS

Total Disposed Cases & Filings
 Remaining Open & Active Cases & Filings

PROSECUTORS

Total Disposed, Indicted, or Accused Cases
 Remaining Open & Active Cases

All publicly available justice system data and dashboards are found at:
<https://fultoncountyga.gov/inside-fulton-county/open-government>



QUESTIONS



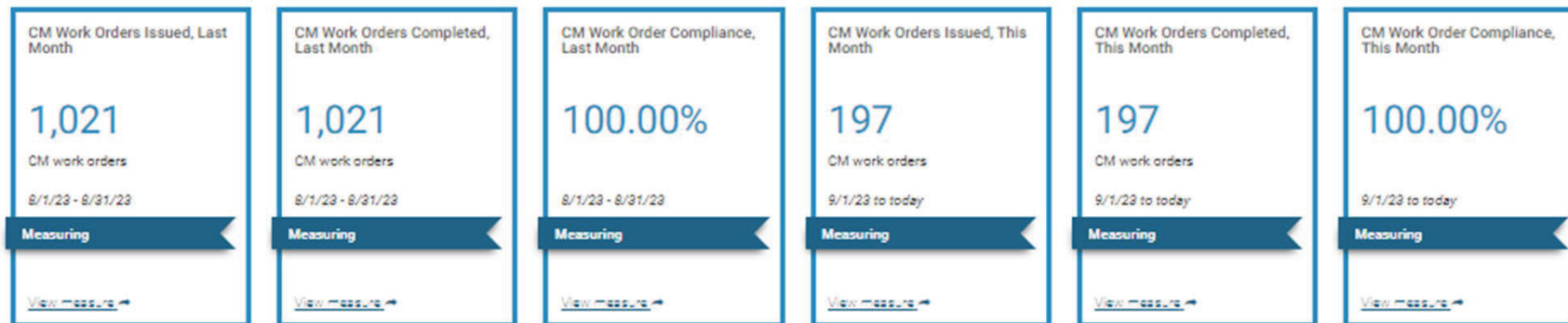
Jail Maintenance and Repairs

Jail Maintenance and Repairs

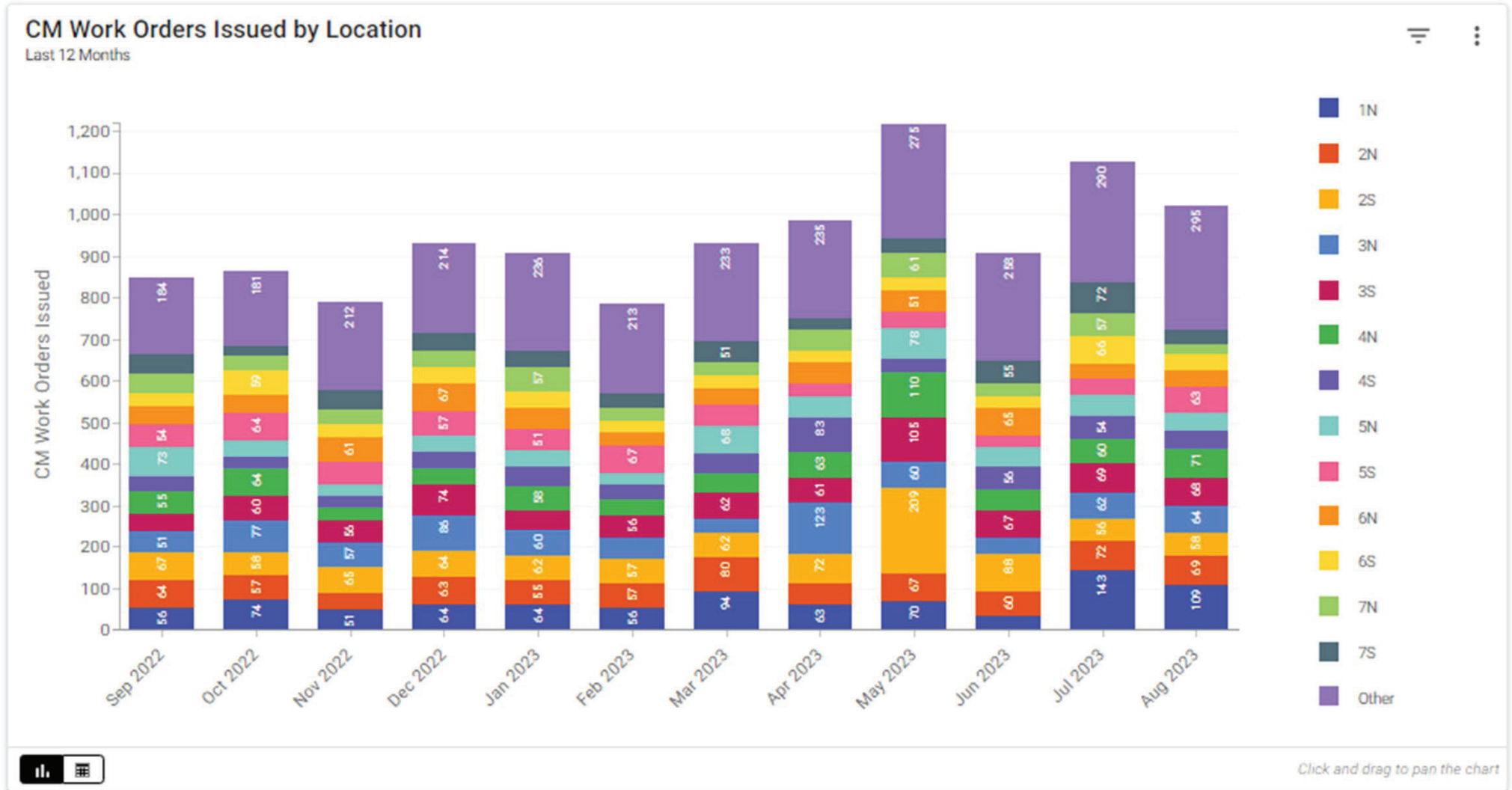
Corrective Maintenance (All)

All (Current Page) | [1N](#) | [2N](#) | [2S](#) | [3N](#) | [3S](#) | [4N](#) | [4S](#) | [5N](#) | [5S](#) | [6N](#) | [6S](#) | [7N](#) | [7S](#) | Other

Corrective maintenance (CM) is performed anytime a problem is identified and is intended to rectify and repair faulty systems and equipment. Examples of problems that would result in corrective maintenance are busted water pipes, HVAC system meltdown, and elevator doors not opening.



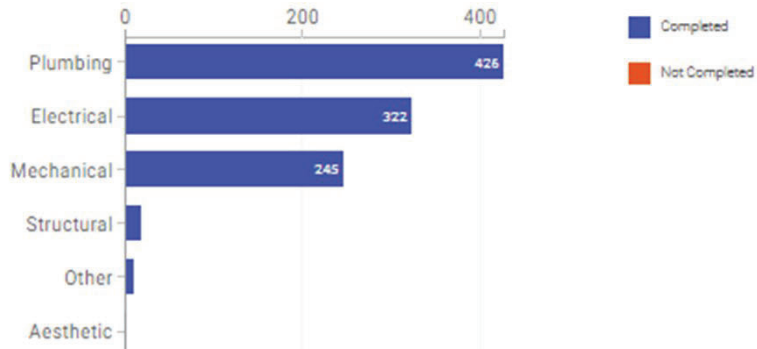
Jail Maintenance and Repairs



Jail Maintenance and Repairs

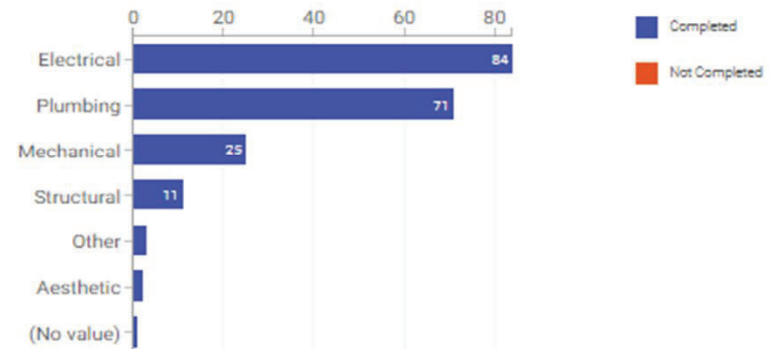
CM Work Orders by Repair Type

Last Month



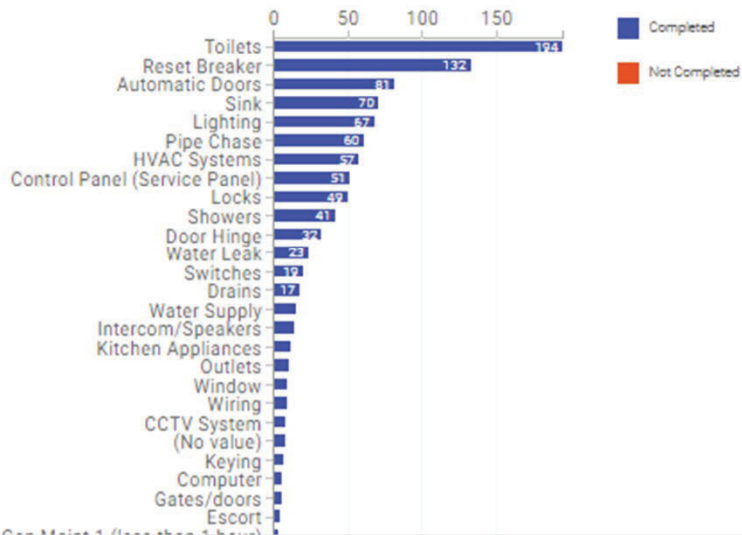
CM Work Orders by Repair Type

This Month



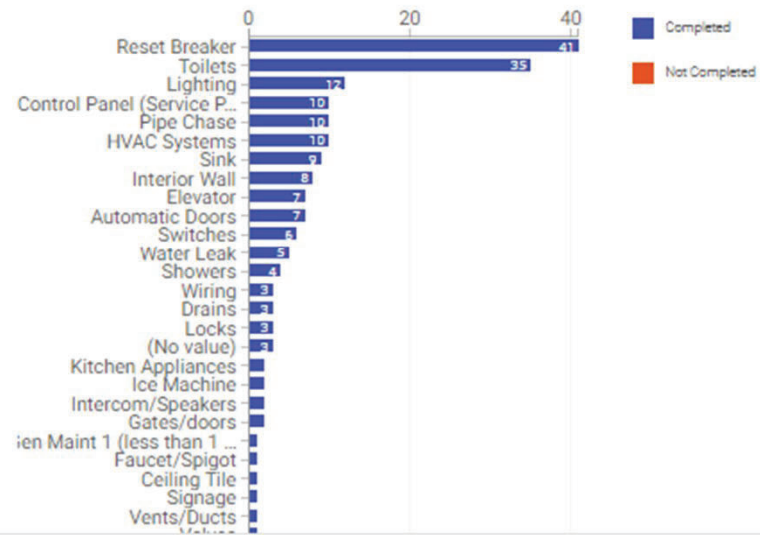
CM Work Orders by Repair Item

Last Month



CM Work Orders by Repair Item

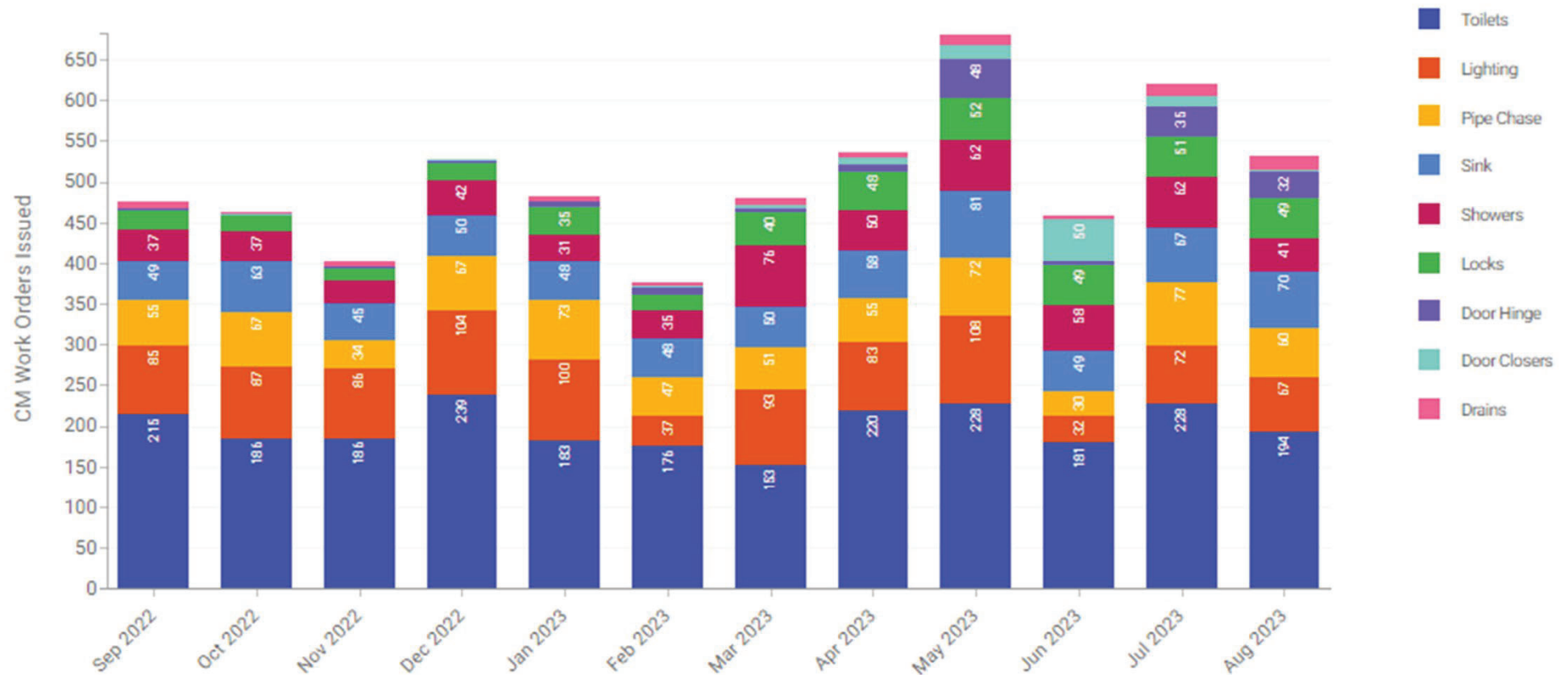
This Month



Jail Maintenance and Repairs

CM Work Orders Issued by Repair Item*

Last 12 Months. *For legibility only 9 main repair items are included.



Click and drag to pan the chart

Jail Maintenance and Repairs

Average Days to Complete CM Repairs, Last Month

3.87

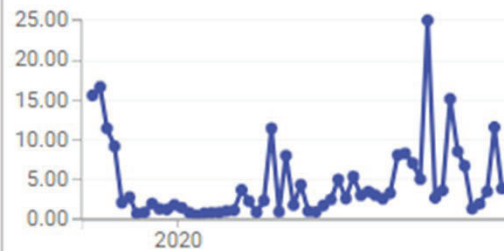
days

8/1/23 - 8/31/23

Measuring

[View measure](#)

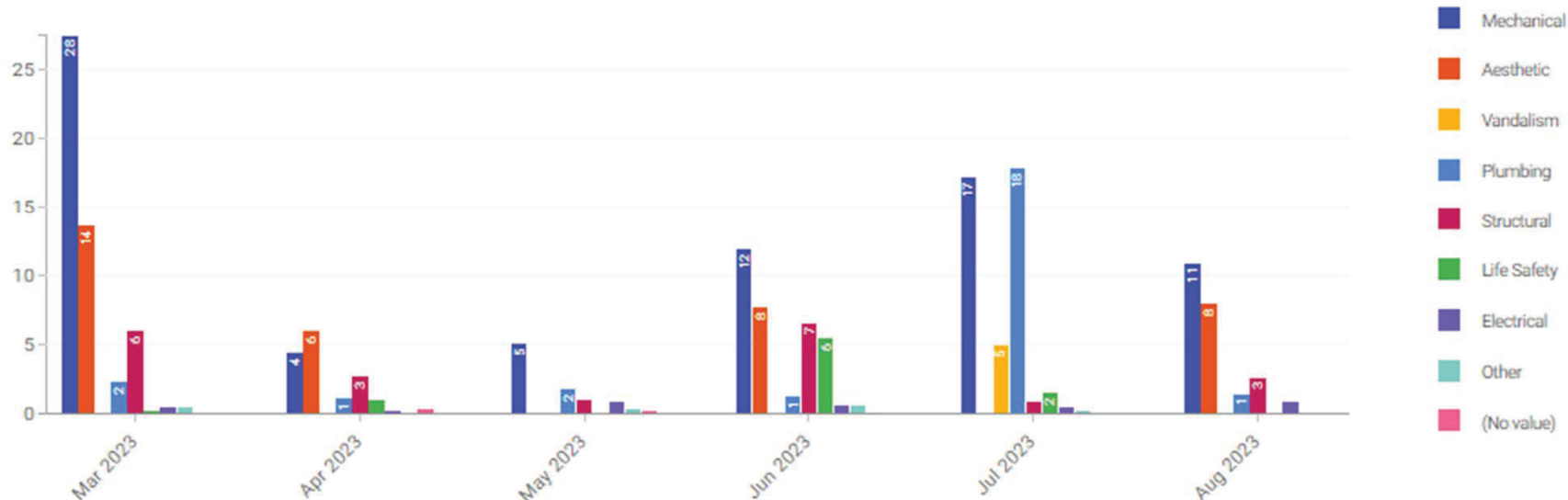
Average Days to Complete CM Rep...



Average Days to Complete CM Rep...
Last Month



Average Days to Complete CM Repairs by Repair Type
Last 6 Months



Click and drag to pan the chart



QUESTIONS



Board of Health Quarterly Update

FCBOH Quarterly BOC Update

September 20, 2023





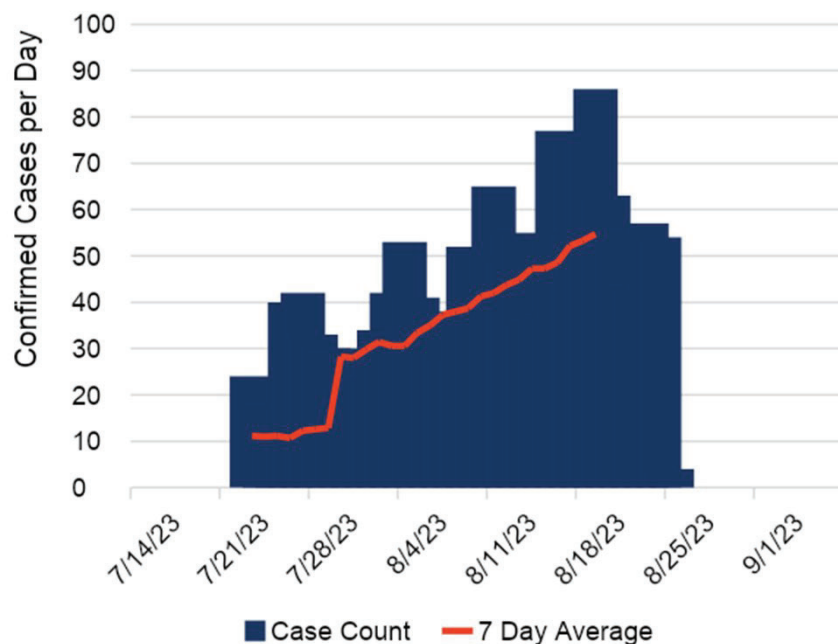
Epidemiology Update

September 20 2023



COVID-19 UPDATE

Fig. 1. Confirmed Daily Case Counts and 7 Day Average of Covid-19 in Fulton County, GA



Total Confirmed Cases	New Confirmed Cases	Total Confirmed Deaths	New Confirmed Deaths
240,188	1,528	2,423	<10

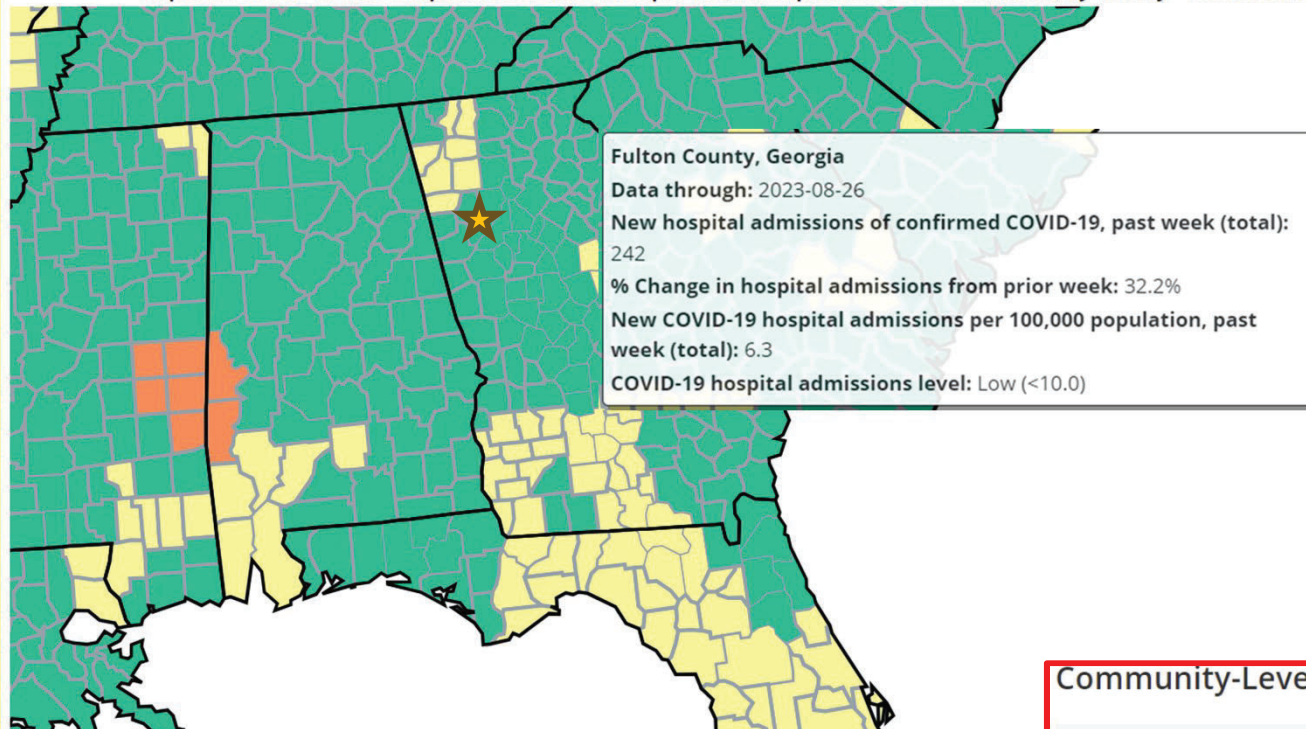
New refers to the **most recent 4 weeks** after a one-week delay to account for a lag in test result reporting – **7/28/23 – 8/24/23**

Total refers to cumulative amount **since March 2020**

- Data as of Fulton County Covid-19 Epidemiology Report published 8/31/23
- Counts shown reflect the **number of confirmed cases** using the date of most recent positive sample collection.
- The Georgia Department of Public Health defines a **confirmed case** as someone with a **positive molecular test**, also known as PCR.
- A confirmed case only accounts for those who sought out confirmatory testing via PCR and **does not account for those who only use at-home or antigen testing.**

COVID-19 UPDATE

Reported COVID-19 New Hospital Admissions Rate per 100,000 Population in the Past Week, by County - United States



Source: CDC Covid-19 Data Tracker -
https://covid.cdc.gov/covid-data-tracker/#maps_new-admissions-rate-county

- Due to the end of the Public Health Emergency in May 2023, data collection for Covid-19 has changed
- New hospital admissions are tracked via CDC
- Fulton is at a **LOW** Hospital Admission Level

Community-Level Prevention Strategies

LOW, MEDIUM, AND HIGH

At all COVID-19 hospital admission levels:

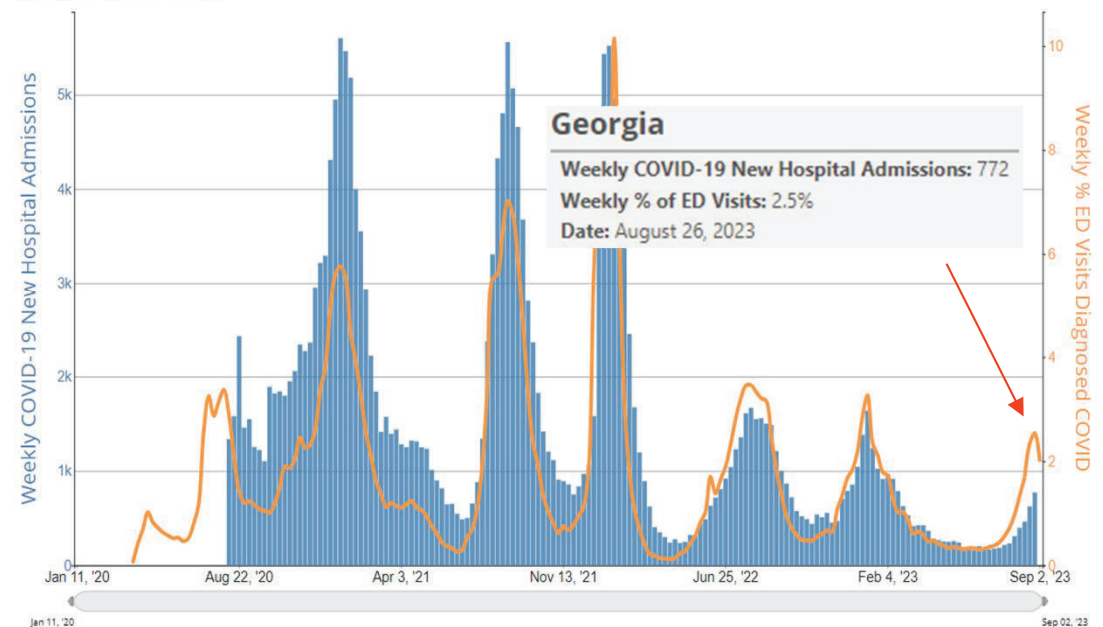
- Promote equitable access to vaccination, testing, masks and respirators, treatment and prevention medications, community outreach, and support services.
- Ensure access to testing, including through point-of-care and at-home tests for all people.
- Maintain [ventilation improvements](#).
- Provide communications and messaging to encourage isolation among people who test positive.



GEORGIA COVID-19 HOSPITAL DATA

- The proportion of **ED visits due to Covid-19** are **increasing** to levels **similar to last summer and winter in GA**
- Hospitalizations (admissions) are still lower than last winter, but **hospitalizations often lag behind** severe illness

COVID-19 New Hospital Admissions and Percentage of Emergency Department (ED) Visits Diagnosed as COVID-19, by Week, in Georgia, Reported to CDC



Source: CDC Covid Data Tracker - https://covid.cdc.gov/covid-data-tracker/#trends_weeklyhospitaladmissions_7dayediagnosed_13

The blue bars show **weekly Covid-19 hospital admissions for the state of Georgia**. The orange line represents the weekly percentage of **emergency department (ED) visits with a Covid-19 diagnosis**, as a timely measure of burden.

COVID-19 KEY POINTS

- The number of Covid-19 cases in Fulton County is **increasing**, though this is likely an **undercount due to the prevalence of at-home testing that is not reported**
- The new variant EG.5 (nicknamed **Eris**) is the **dominant variant in the US¹**
- Early data indicates Eris **may** be more easily transmissible than some other variants but **does not appear to cause more severe disease**
- **Vaccinations remain the best protection** against Covid-19 and will help prevent severe illness and hospitalizations

¹ Georgia Department of Public Health Press Release “Georgia Sees Uptick in COVID Cases”, August 18, 2023 –

<https://dph.georgia.gov/press-releases/2023-08-18/georgia-sees-uptick-covid-cases>

OTHER UPDATES

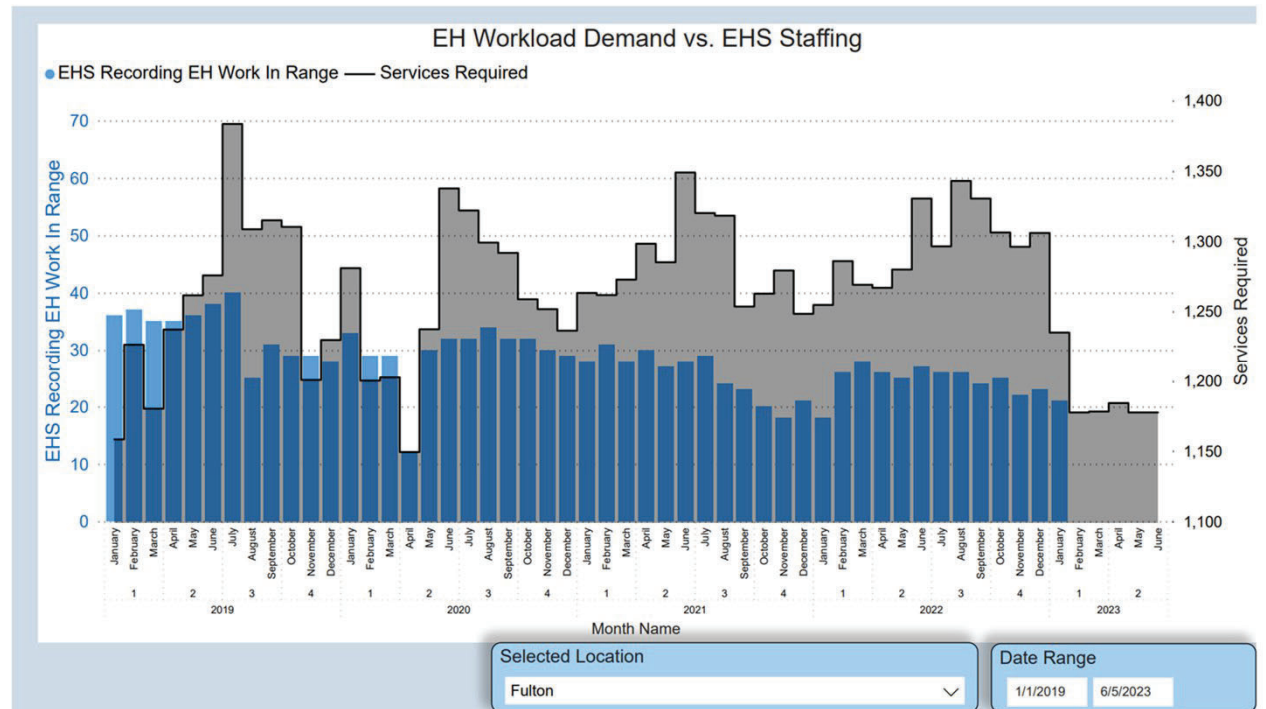
- Fulton County has had **less than 10 cases** of Mpox reported in 2023, with the most recent case reported in May
 - **Vaccinations are still available** at certain FCBOH clinics via walk-ins and appointments
- Georgia DPH virologic and other respiratory surveillance is ongoing, and we will **continue to monitor as we enter flu season**

Increase of Staff & Competitive Salary

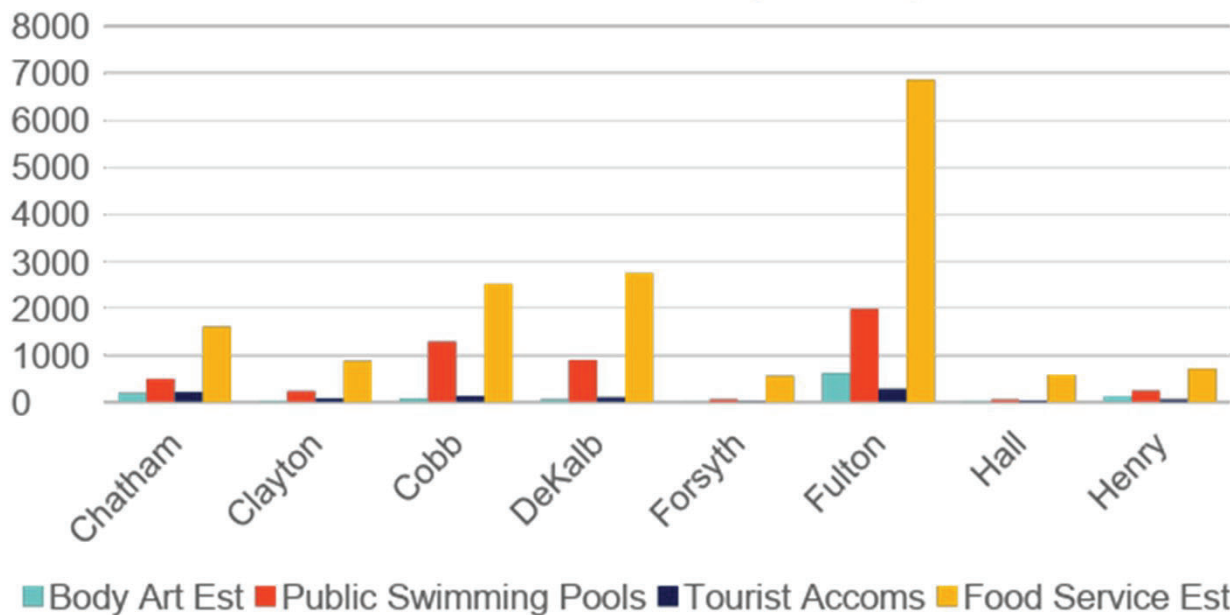
Brandon Leftwich, Dr. PH
Environmental Health Director
September 20, 2023



Environmental Health Facilities & Workload



Number of EH Facilities by Comparison*



- As of January 2022; does not include data from on-site sewage management program
- Additional programs also include:- Alcohol license review, Solid waste review, Rodent complaint investigations, Mosquito education

The Problem

Not enough staff meet the workload demand in all three regions of Fulton County.

Heavy staff turnover due to:

- Low pay
- Burnout



The Need:

The Food and Drug Administration Recommends

- 150 Establishments per Full-time inspector
- 280-320 inspections per Full-time inspector
 - Most inspections require 2 inspections per year

- Currently, 30 field inspectors are responsible for:
 - 6500 Food service inspections
 - 2000 swimming pool inspections
 - 275 Hotel inspections
 - 600 body art shops and artists
 - Permitting and inspecting septic systems
 - Special events
 - Community education (Mosquito education, rat bait request)

Retention Challenges

Cost of Living

Cost of living is higher in the metro area along with high workload, it's difficult to recruit and retain staff for such low pay.

Drive Time

Drive time is significant. Although EH has divided the County into territories, yet it still takes significant time to get to and from the territories due to traffic and the size and layout of Fulton County.

Parking

Currently, there are no arrangements in place for EH staff to be able to park anywhere in the City of Atlanta without having to pay out of pocket up front and then get reimbursed.



Combating Challenges: Salary Increase

*EHS=Environmental Health Specialist

- Current Salary

- EHS 1
 - \$42,000
- EHS 2
 - \$46,000
- EHS 3
 - \$50,000
- EHS 4
 - \$57,000

*An 8-10% pay increase to help reduce turnover and attract more viable candidates.

Current staff included

- New Salary Proposal

- EHS 1
 - \$45,000
- EHS 2
 - \$50,820
- EHS 3
 - \$54,500
- EHS 4
 - \$63,800

3-Year Plan Increase Staff

Additional 15 EHS over a 3-year period

Year 1: Add 5 new staff

Year 2: Add 5 new staff

Year 3: Add 5 new staff

45 total EHS field staff by year 3

Budget Overview

Years	Total for 5 additional employees (each yr.)
2024	377,131.50
2025	791,976.15
2026	1,248,305.27

Total for the additional 15 inspectors to progress to EHS 3

Additional Rev Requested

\$1,368,987.36

Combating Challenges: Summary

- Over 8k EH services are required by Fulton County staff, and additional 15 EHS will be needed to effectively meet workload demand.
- To retain staff, salary must be competitive.
- Increase the number of county fleet vehicles to support inspector increase.

Fulton County Board of Health Oral Health Program



Background

- Oral Health neglect can lead to serious and sometimes life-threatening issues in other areas of the body.
- Routine dental care can prevent these serious complications.
- Dental Care is expensive and often not covered or only partially covered by insurance.
- In addition, many people do not have additional resources for dental care.
 - 3.5% (~136,000 people) are under the poverty line in Fulton County.¹
- During FY19-21, FCBOH served ~2700 oral health clients each.
- In the past, FCBOH served ~2700 oral health clients each year during FY19-22
 - 225 clients/month (visits are minimum 1 hour)
- Most clients are self-pay or have Medicaid
- The revenue from our service do not cover program costs. FY23 budgeted costs were ~\$840,000

¹ [According to Data USA in 2020](#)(136k out of 1.02M people) live below the poverty line in Fulton County, GA.

Unable to Fill Vacancies In FY23

Positions	Status (FY23)
2 [Dentist Dentist	FILLED Vacant
3 [Hygienist Hygienist Hygienist	FILLED Vacant Vacant
2 [Dental Assistant Dental Assistant	FILLED (May 2023) FILLED (Temp position, June 2023)
1 [Intake/Billing Specialist	FILLED (February 2023)

Unable to Fill Vacancies In FY23

Positions	Status (FY23)
2 [Dentist Dentist]	FILLED Vacant
3 [Hygienist Hygienist Hygienist]	FILLED Vacant Vacant
2 [Dental Assistant Dental Assistant]	FILLED (May 2023) FILLED (Temp position, June 2023)
1 [Intake/Billing Specialist]	FILLED (February 2023)

3 Major
Vacancies

**FY23 salaries
were below
market value**

Dental Assistant

FCBOH Salary- \$36k
Market Value Salary - \$42k-\$52k

Hygienist

FCBOH Salary- \$48k
Market Value Salary - \$72k-\$100k

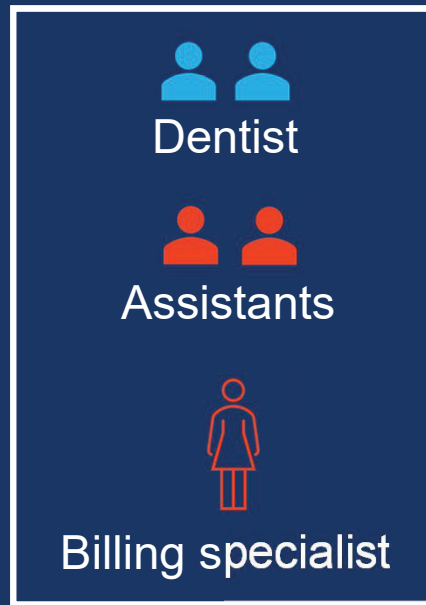
Dentist

FCBOH Salary- \$146k
Market Value Salary - \$149k-\$197k

Our Ideal Workforce...

We would like to provide services 5 days a week at all 4 clinics.

The ideal workforce would include 2 additional assistants (or one assistant and one billing specialist).



North Fulton RHC

 Hygienist  Dental Assistant

Adamsville RHC

 Hygienist  Dental Assistant

Neighborhood Union

 Hygienist  Dental Assistant

College Park RHC

 Hygienist  Dental Assistant

We Would Also Like To Expand Adult Services

Over the past 5 years, 60% of clients were school age children

Adult services limited due to lack of services like crown, dentures, implants

~\$100,000 needed to offer these services

Summary

- FCBOH needs money for staffing to offer services 5 days a week at all 4 clinics
- Hope to expand adult services for an additional \$100,000

Detailed budget

New Positions	Salary	Salary w/ Fringe
Dental techs (4) @\$44,467.04 annually	177,868.16	298,131.94
Dental Hygienist SPV	85,000.00	142,471.90

Overall Cost

\$440,603.84



QUESTIONS



COVID 19 Reserve & ARPA Spend Update

Cash Flow Projections – COVID 19 Response

In Millions \$	09.13.2023	09.13.2023	09.13.2023	Change in Budget	Change in Expenses
	Budget	Commitments	Expenses		
EERF - General Fund	\$ 10.5	\$ 10.5	\$ 10.5	\$ -	-
Communications	1.7	1.7	1.7	-	-
Child Care / Healthcare / Other	0.5	0.5	0.5	-	-
Payment to Employees	6.6	6.6	6.6	-	-
2020 Obligation/Unallowable	1.7	1.7	1.7	-	-
American Rescue Act	228.4	168.4	136.3	-	4.16
Health Infrastructure	24.1	12.1	0.3	-	0.01
Pandemic Proof County Facilities	28.0	2.3	1.9	-	0.38
Day Porters / Cleaning	1.9	1.9	1.6	-	(0.00)
Child Care	0.7	0.4	0.3	-	-
Other Emergencies	1.7	1.7	1.6	-	-
Lifeline Animal Control	0.5	0.5	0.5	-	-
Premium Pay for Employees	3.4	3.4	3.4	-	-
PPE- County Employees	1.6	1.6	1.6	-	-
Court Backlog Project	75.0	58.9	51.5	-	3.68
Information Tech - Virtual Support	12.3	8.1	1.2	-	(0.04)
Safety Net Services - CSP	8.1	8.0	7.5	-	-
Tiny Homes	1.0	1.0	0.0	-	0.01
Living Assistance	0.5	0.5	-	-	-
Diversion Center	1.7	1.7	-	-	-
Summer Youth	0.5	0.5	0.5	-	-
Employees Covid Healthcare	4.0	4.0	4.0	-	-
General Administration	0.9	0.9	0.5	-	0.03
Long Term Revolving Loan Program	3.9	3.9	3.9	-	-
Food Insecurity	5.1	5.1	4.2	-	(0.00)
Job Training	0.9	0.9	0.4	-	-
ERAP 2 & High Need	29.0	29.0	29.0	-	-
ERAP Additional Operational Costs	9.1	9.1	8.7	-	-
Vaccination and Testing - Shared Cost of FEMA Reimbursable Items 3Q22+	0.4	0.4	0.1	-	0.00
Grady Hospital	11.0	11.0	11.0	-	-
Testing Vaccination	2.8	1.2	0.6	-	0.02
Vaccine Incentive Program	0.5	0.4	0.4	-	-
Consolidated Appropriations Act	18.0	18.0	18.0	-	-
ERAP 1	18.0	18.0	18.0	-	-
ERAP Reallocation	67.0	67.0	67.0	-	-
ERAP 4	25.0	25.0	25.0	-	-
ERAP 5	25.0	25.0	25.0	-	-
ERAP 6	17.0	17.0	17.0	-	-
FEMA Related Expenses	29.6	\$ 29.6	\$ 29.4	(0.00)	0.03
Total	\$ 353.5	\$ 293.4	\$ 261.1	(0.00)	4.13
Reserve	\$ 19.8				



Cash Flow Projections – COVID 19 Response

Cash Flow Projection COVID-19 Response

In Millions \$

Uses of Funds		2021	2022	2023	2024	Total
A	EERF - General Fund	10.5		-	-	10.5
B	American Rescue Act	51.8	57.6	87.4	31.4	228.1
C	Consolidated Appropriations Act	17.4	0.6	-	-	18.0
D	ERAP Reallocation	-	67.0	-	-	67.0
E	FEMA Related Expenses	21.2	7.8	0.3	-	29.4
Projected Annual Uses		100.9	133.1	87.7	31.4	353.0
Sources of Funds		2021	2022	2023	2024	Total
A	EERF	10.5	16.4			26.9
B	American Rescue Act	128.4	103.4			231.8
C	Consolidated Appropriation Act	18.0				18.0
D	ERAP Reallocation	-	67.0			67.0
E	FEMA Reimbursement at 100% until 2Q 22/90% 3Q 22+	5.9	7.4	6.3	9.8	29.4
Projected Annual Sources		162.8	194.2	6.3	9.8	373.1
Cash Balance EOY - 100% FEMA Reimbursement		61.9	123.0	41.6	20.1	20.1

FEMA Reimbursement Update

Period	Amount Expended	Amount Submitted	Amount Received	Status
MBFS	\$6,501,828	\$6,501,828	\$6,501,828	Payment received in advance and balance requested (\$564,534.37 received 12/09/22)
2020 Q4	\$1,809,012	\$1,809,012	\$1,809,012	\$1,809,011.74 received 6/21/2023
2021 Q1	\$3,774,350	\$3,774,350	\$3,774,350	\$3,774,349.55 received 6/21/2023
2021 Q2	\$5,412,164	\$5,412,164	\$2,620,018	Under FEMA review -Received \$2,620,018.05 9/12/2023
2021 Q3	\$3,307,312	\$3,307,312	\$3,307,312	Expedited application was submitted for these three quarters, but expedited funding was granted based on actual expenses incurred for the period in the amount of \$7,122,929-additional amount to be submitted (\$6,845,288 received on 12/09/22) - Pending additional funding \$4,171,568.98
2021 Q4	\$2,752,925	\$2,752,925	\$2,752,925	
2022 Q1	\$3,161,352	\$3,161,352	\$785,051	
2022 Q2	\$1,198,812	\$1,198,812	\$0	Under GEMA review - Pending funding - \$1,705,887.15
2022 Q3	\$983,452	\$983,452	\$0	Under FEMA Review - Submitted 7/13/2023
2022 Q4	\$358,843	\$326,888	\$0	Under FEMA Review - Submitted 7/13/2023
2023 Q1	\$124,421	\$0	\$0	Quarter is still open for submission of FEMA reimbursement
2023 Q2	\$55,118	\$0	\$0	Quarter is still open for submission of FEMA reimbursement - ended 5/11/2023
Closeout	\$0	\$0	\$0	Current project
Total	\$29,439,587	\$29,228,094	\$21,550,496	

There are outstanding purchase orders not included in the total above.



QUESTIONS



Financial/Performance Measures Update

Monthly Financial Report

General Fund Expenditure Analysis 2022 vs 2023 - August

Department		2022			2023			(C/D)-(A/B)
		A YTD 2022 Exp	B 2022 -Budget	A/B %	C YTD 2023 Exp	D 2023 Budget	C/D %	
Arts & Culture	181	\$ 2,213,672	\$ 5,634,291	39%	\$ 2,586,940	\$ 9,685,272	27%	-13%
Behavioral Health	755	\$ 9,090,213	\$ 17,050,336	53%	\$ 6,837,262	\$ 18,465,916	37%	-16%
Board of Health	750	\$ 7,382,790	\$ 11,613,441	64%	\$ 7,356,924	\$ 11,150,587	66%	2%
Child Attorney	237	\$ 2,067,681	\$ 2,812,243	74%	\$ 2,508,438	\$ 3,680,718	68%	-5%
Commission Districts	101	2,388,297	4,032,043	59%	\$ 2,285,901	\$ 4,477,947	51%	-8%
Community Development	121	4,604,683	11,789,163	39%	\$ 5,453,129	\$ 14,654,332	37%	-2%
County Attorney	235	2,129,495	3,650,564	58%	\$ 3,319,996	\$ 5,069,994	65%	7%
County Comm Clerk	110	802,019	1,270,823	63%	\$ 681,828	\$ 1,323,704	52%	-12%
County Manager	118	2,269,832	3,619,870	63%	\$ 2,242,388	\$ 3,827,658	59%	-4%
County Marshal	419	4,353,937	7,060,063	62%	\$ 4,439,422	\$ 7,425,060	60%	-2%
District Attorney	480	20,987,795	31,541,968	67%	\$ 23,222,283	\$ 41,643,241	56%	-11%
Diversity and Civil Rights	186	708,289	1,540,400	46%	\$ 682,639	\$ 1,514,230	45%	-1%
DREAM	520	20,035,945	35,161,743	57%	\$ 24,393,423	\$ 39,514,605	62%	5%
Economic Development	120	318,660	655,653	49%	\$ 517,725	\$ 871,850	59%	11%
Emergency Management	335	3,946,419	5,577,684	71%	\$ 2,803,527	\$ 5,664,486	49%	-21%
Emergency Services	333	2,393,228	3,561,915	67%	\$ 2,406,580	\$ 3,516,628	68%	1%
External Affairs	130	2,162,287	3,851,484	56%	\$ 1,716,742	\$ 2,926,775	59%	3%
Family & Children's Services	620	732,006	1,684,840	43%	\$ 526,777	\$ 1,684,840	31%	-12%
Finance	210	4,123,148	7,429,525	55%	\$ 4,350,342	\$ 7,706,489	56%	1%
Grady Hospital	730	42,763,986	63,850,095	67%	\$ 33,173,512	\$ 49,813,841	67%	0%
HIV Elimination	270	11,691	147,002	8%	\$ 70,242	\$ 190,432	37%	29%
Human Resources	215	3,300,938	5,768,382	57%	\$ 3,414,951	\$ 5,832,639	59%	1%
Information Technology	220	16,354,932	31,777,902	51%	\$ 20,914,297	\$ 35,149,309	60%	8%
Juvenile Court	405	10,078,584	15,564,011	65%	\$ 10,340,846	\$ 16,927,218	61%	-4%
Library	650	16,520,254	30,395,076	54%	\$ 17,839,410	\$ 30,496,143	58%	4%
Magistrate Court	422	2,604,102	3,461,171	75%	\$ 3,301,911	\$ 4,978,110	66%	-9%
Medical Examiner	340	3,162,965	5,776,836	55%	\$ 3,895,281	\$ 6,457,310	60%	6%
Non-Agency	999	80,750,629	199,969,807	40%	\$ 90,062,771	\$ 209,909,472	43%	3%
Office of the County Auditor	119	880,849	1,322,274	67%	\$ 873,672	\$ 1,410,358	62%	-5%
Police	320	5,817,643	9,273,406	63%	\$ 6,774,503	\$ 11,435,513	59%	-3%
Probate Court	410	2,569,722	4,265,161	60%	\$ 2,697,062	\$ 6,318,377	43%	-18%
Public Defender	490	13,508,150	20,180,272	67%	\$ 16,003,909	\$ 25,377,575	63%	-4%
Public Works	540	208,333	500,000	42%	\$ 333,333	\$ 500,000	67%	25%
Purchasing	230	2,192,776	4,535,416	48%	\$ 2,842,422	\$ 4,959,943	57%	9%
Regis & Elect	265	11,806,838	37,417,753	32%	\$ 4,785,915	\$ 8,553,165	56%	24%
Senior Services	183	12,698,151	22,287,932	57%	\$ 16,173,255	\$ 27,669,727	58%	1%
Sheriff	330	78,626,374	125,595,743	63%	\$ 89,331,912	\$ 142,706,567	63%	0%
State Court-All Judges	421	3,947,872	6,125,060	64%	\$ 4,140,280	\$ 6,893,734	60%	-4%
State Court-General	420	4,498,016	8,263,713	54%	\$ 4,838,537	\$ 8,809,769	55%	0%
State Court-Solicitor	400	6,169,483	10,095,883	61%	\$ 6,889,013	\$ 12,516,397	55%	-6%
Superior Court-All judges	451	5,851,566	8,455,367	69%	\$ 6,196,196	\$ 9,720,397	64%	-5%
Superior Court-Clerk	470	12,419,082	21,779,417	57%	\$ 13,263,214	\$ 21,820,092	61%	4%
Superior Court-General	450	13,433,974	23,102,099	58%	\$ 14,055,958	\$ 23,398,655	60%	2%
Tax Assessor	240	10,246,174	20,974,825	49%	\$ 11,599,782	\$ 22,146,677	52%	4%
Tax Commissioner	245	10,693,368	16,773,611	64%	\$ 12,187,465	\$ 18,747,272	65%	1%
Grand Total		\$ 463,826,850	\$ 857,196,262	54%	\$ 494,331,911	\$897,543,024	55%	1.0%

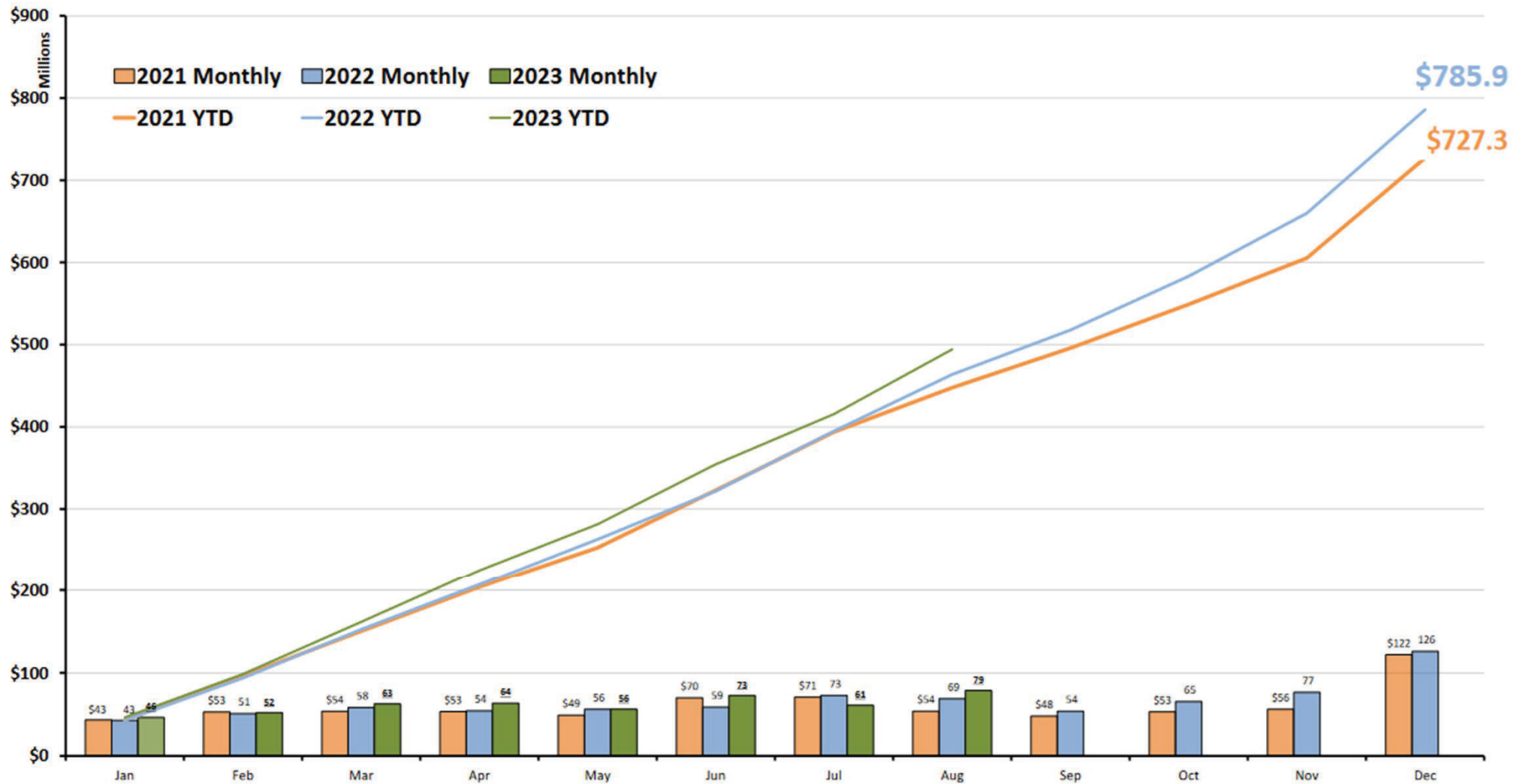
C/D Color Legend

67% of the Year (Aug)



Monthly Financial Report

Monthly and Cumulative Expenditures for
the General Fund 2021 2022 and 2023



Monthly Financial Report

General Fund Summary

Personnel Vacancy Analysis 2023 August Fulltime Permanent Positions

Department	FY23 YTD Expense	FY23 Budget	Personnel Count and Vacancies / Full Time Permanent									
			2023									
			Perm. Pos.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Avg. Vac.TD
Commission Districts	2,072,993	3,971,061	27	6	7	4	4	5	3	2	4	16%
County Comm Clerk	585,053	973,945	9	0	0	0	0	0	1	1	2	6%
County Manager	2,165,384	3,462,217	20	2	2	2	2	2	2	2	2	10%
County Auditor	834,555	1,267,287	7	0	0	1	0	0	0	0	0	2%
Community Development	1,689,943	2,657,674	23	2	2	2	2	2	2	2	2	9%
External Affairs	1,423,069	2,256,446	19	2	1	2	2	2	3	2	2	11%
Arts & Culture	1,721,625	2,876,380	30	1	2	2	3	5	4	4	1	9%
Senior Services	5,698,733	9,764,512	115	9	8	11	17	15	14	16	10	11%
Diversity and Civil Rights	622,565	1,177,915	12	4	3	3	3	3	3	3	3	26%
Finance	4,191,895	6,872,896	64	8	7	7	10	13	13	10	11	15%
Human Resources	3,102,867	4,641,060	42	4	4	4	4	4	4	4	2	9%
IT	8,967,338	15,752,662	124	30	27	26	25	26	27	26	24	21%
Purchasing	2,571,864	4,154,788	39	4	5	5	5	5	7	7	6	14%
Child Attorney	2,430,859	3,503,751	23	0	0	1	1	1	1	1	1	3%
Tax Assessor	10,165,944	16,560,021	193	24	23	18	20	19	14	23	26	11%
Tax Commissioner	10,116,952	15,535,061	190	9	9	12	13	11	13	17	18	7%
Regis & Elect	2,154,516	3,564,633	43	13	18	18	18	15	13	4	5	30%
HIV Elimination	70,050	182,432	1	0	0	0	0	0	0	0	1	13%
Police	3,719,966	6,066,511	63	9	10	10	9	9	9	6	8	14%
Sheriff	61,098,346	99,569,951	972	208	210	180	178	171	155	149	148	18%
Emergency Services	1,050,456	1,766,124	20	2	2	0	2	2	2	2	1	8%
Emergency Management	800,332	1,344,476	10	1	1	1	2	2	2	2	2	16%
Medical Examiner	3,413,383	5,652,746	44	6	5	4	3	3	4	4	5	10%
State Court-Solicitor	6,622,607	11,624,266	105	14	21	22	23	21	20	19	17	19%
Juvenile Court	9,254,388	15,056,840	148	8	10	14	25	26	26	26	30	14%
Probate Court	2,370,517	4,768,759	52	12	11	9	13	14	12	13	12	23%
County Marshal	4,018,373	6,476,031	71	6	6	7	7	8	8	8	8	10%
State Court-General	4,169,610	6,923,925	68	4	4	5	6	8	8	8	9	10%
State Court-All Judges	4,042,823	6,554,747	40	2	2	2	2	2	2	2	2	5%
Magistrate Court	3,088,111	4,448,398	19	6	5	5	4	3	3	2	1	19%
Superior Court-General	11,546,846	18,535,704	195	19	20	18	14	13	13	11	15	8%
Superior Court-Alljudges	5,999,858	9,104,986	80	6	3	3	3	5	5	5	4	5%
Superior Court-Clerk	12,073,649	19,289,420	220	24	25	28	33	32	31	40	37	14%
District Attorney	20,190,317	33,225,934	275	19	19	22	24	25	23	24	18	8%
Public Defender	14,476,653	23,088,940	163	10	15	9	17	21	21	12	10	9%
DREAM	9,038,388	15,133,381	181	21	22	23	24	23	26	28	29	14%
Library	13,667,638	23,738,466	301	58	61	64	48	48	53	55	43	18%
Behavioral Health	2,078,729	3,594,516	52	15	14	12	17	18	18	17	18	31%
Non-Agency	43,308,410	66,378,910	0	0	0	0	0	0	0	0	0	#DIV/0!
Economic Development	400,815	620,054	4	1	1	1	1	1	1	1	1	25%
Grand Total	\$ 297,016,421	\$ 482,137,827	4064	569	585	557	584	583	566	558	538	14%



Slide 63

1

Just showing the contrast between breaking up the slide and expanding the slide. One of both can be deleted based on leadership decision.
Sabrinna McTier, 8/10/2023



QUESTIONS



Monthly Emergency Purchase Orders & Monthly CM Contract Approval

EMERGENCY PURCHASE ORDERS AND CONTRACTS

OTHER EMERGENCY PROCUREMENTS			
Description of Emergency	Department/User Agency	Contractor/Vendor Name	Amount
No Report for this Period			
		TOTAL	

County Manager Contract Approvals Less Than \$100K

DATE	CONTRACTOR/VENDOR NAME	CONTRACT PURPOSE	DEPARTMENT	DOLLAR AMOUNT
8/9/2023	EBSCO INFORMATION SERVICES	To provide all professional services required by the County to catalog and tag authors and titles;	Fulton County Library	\$15,500.00



QUESTIONS



Surplus and Leased Properties

Surplused Properties

ALREADY DECLARED SURPLUS

	<u>Parcel ID</u>	<u>Site Name</u>	<u>Address</u>	<u>City</u>	<u>CD</u>	<u>Bldg Sq</u>	<u>Land Acreage</u>
1	12 199404490117	Former Road Water Services Office	2181 Strickland Rd	Roswell	2	3,082	1.91
2	07 360900670293	Fayetteville Road Vacant Land	Fayetteville Rd	Palmetto	6	N/A	0.92
3	07 360900670285	Fayetteville Road Vacant Land	Old Fayetteville Rd	Palmetto	6	N/A	3.7877
4	14F0105 LL0158	Camp Creek Parkway SW Vacant Land	Wallace Rd	South Fulton	6	N/A	2.1
5	14 014400040723	Donald Lee Hollowell Outparcel	0 Donal Lee Hollowell Pkwy	Atlanta	6	N/A	0.628
Total Available Already Declared Surplus						3082	9



Surplused Properties

RECOMMENDED FOR SURPLUS

	<u>Parcel ID</u>	<u>Site Name</u>	<u>Address</u>	<u>City</u>	<u>CD</u>	<u>Bldg Sq</u>	<u>Land Acreage</u>
1	17 009000010459	Allen Road NE Vacant Land	Allen Rd	Sandy Springs	3	N/A	0.79
2	17 009000010483	Allen Road NE Vacant Land	Allen Rd	Sandy Springs	3	N/A	0.78
3	17 009000010491	Allen Road NE Vacant Land	Allen Rd	Sandy Springs	3	N/A	0.64
4	14F0028 LL0889	Cascade Road Vacant Land	0 Cascade Rd	South Fulton	6	N/A	2.7
5	14 0100 LL0464	Interstate 85 South Vacant Land	Airport Connector SW	Atlanta	5	N/A	0.6
6	14 019300020329	Paul D West Drive Vacant Land	Paul D West Dr	College Park	6	N/A	0.54
7	09F300001170504	Campbellton Fairburn Road	Campbellton Fairburn Rd	South Fulton	6	N/A	1
8	22 444008420287	Providence Road Vacant Land	13815 Providence Rd	Milton	2	N/A	2.3
9	17 0267 LL0904	Bankhead Highway Vacant Land	3370 Bankhead Hwy	Atlanta	4	N/A	1.43
10	14F0058 LL0452	Mendel Drive SW Vacant Land	Mendel Dr SW	Fulton County	6	N/A	1.68
11	17 009000040092	Cliftwood Drive NE Vacant lot	115 Cliftwood Dr	Sandy Springs	3	N/A	0.43
12	17 009000030234	Cliftwood Drive ROW remnant	125 Cliftwood Dr	Sandy Springs	3	N/A	0.49
13	14F007600010151	Erin Road SW Vacant Land	Erin Rd	South Fulton	6	N/A	0.53
14	14 009900010697	Hope Street Vacant Land	3077 Hope St	Hapeville	6	N/A	0.11
15	17 004600010272	Highland Drive NE Vacant Lot	100 Highland Dr NE	Atlanta	3	N/A	0.07
16	17 004600010280	Highland Drive Vacant Lot	Highland Dr NE	Atlanta	3	N/A	0.09
17	14 013500010636	Hawthorne Way Vacant Land	1441 Hawthorne Way	East Point	5	N/A	0.13
18	14 013500010644	Hawthorne Way Vacant Land	Hawthorne Way	East Point	5	N/A	0.12
19	09F030000140642	Spence Road Vacant Land	Spence Rd	South Fulton	6	N/A	2.5
20	14 019900020554	Ivydale Drive SW Vacant Lot	Ivydale Dr SW	Atlanta	4	N/A	0.05
21	14 019900020562	Ivydale Drive SW Vacant Lot	Ivydale Dr SW	Atlanta	4	N/A	0.09
22	14 023000020373	Childress Drive SW Vacant Land	Childress Dr SW	Atlanta	5	N/A	0.13
23	14 023800040373	Oakcliff Road NW Vacant Land	Oakcliff Rd NW #Rear	Atlanta	4	N/A	0.47
24	14 019300020311	Camp Creek Parkway Vacant Land	Paul D Dr W	College Park	6	N/A	0.21
25	14 019300020345	Camp Creek Parkway Vacant Land	Proposed St	College Park	6	N/A	0.52
26	14 019300020253	Herschel Road Vacant Land	Herschel Rd	College Park	6	N/A	0.48
27	14 013500010586	Clermont Court Vancant Land	Lakewood Ave Ext	East Point	5	N/A	0.02
28	14 013500010594	Clermont Court Vancant Land	Lakewood Ave Ext	East Point	5	N/A	0.06
29	13 016000020296	Keels Lane Vacant Land	Keels Ln	South Fulton	6	N/A	2.17

Total # of parcels recommended for surplus

29

21



Leased Properties

Active Leases - Fulton County as Tenant as of 2023

OFFICE						
Tenant - User Dept.	Lease Address	Lease Start Date	Lease End Date	Rental Square Footage	2023	
					Monthly Rent	Annual Rent
1 Board of Health	10 Park Place, 4th, 5th Floors & Suite 602, Atlanta, GA 30303	6/30/16	12/31/2028	47,882	\$80,242.93	\$962,915.16
2 Board of Health	3155 Royal Dr., Suite 125, Alpharetta, GA 30022	9/21/05	12/31/2026	14,901	\$24,003.03	\$288,036.36
3 District Attorney	3112 Washington Rd., East Point, GA 30344	8/26/2013	1/31/2023	900	\$350.00	\$4,200.00
4 District Attorney	5500-B Fulton Industrial Blvd., Atlanta, GA 30336	9/17/2013	12/31/2023	24,798	\$14,155.53	\$169,866.36
5 Library	1315 Peachtree St., N.E., Atlanta, GA 30309	3/1/1985	6/30/2058	9,800	-	
6 Library	409 John Wesley Dobbs, 1st Floor, Atlanta, GA 30312	2/18/2004	12/31/2023	4,128	\$8,905.03	\$106,860.31
7 Police Department	4701 Fulton Industrial Blvd, Atlanta, GA 30336	1/1/2010	12/31/2024	20,100	\$12,331.28	\$147,975.36
8 Public Defender	100 Peachtree Street, 15th, 16th, 17th Floor Atlanta, GA 30303	5/1/2014	12/31/2030	55,048	\$144,592.75	\$1,735,113.00
9 Senior Services	215 Lakewood Way SE, Atlanta, GA 30315	11/28/2017	12/31/2023	5,237	\$4,800.58	\$57,606.96
19 Sheriff	5615 Old National Hwy Old Address: 5549 Old National Hwy., College Park, GA 30337	5/2/2007	12/31/2032	5,850	\$10,237.50	\$122,850.00
11 Tax Assessor	235 Peachtree Street NE, Suites 1100, 1200 & 1400, Atlanta, GA 30303	1/6/2015	12/31/2023	37,853	\$53,625.08	\$643,500.96
12 Sheriff's Office	200 Piedmont Rd, 4th Floor/ 2 Martin Luther King Jr, Dr Suite 455; Suite 466	1/1/2023	6/30/2023	5,214	\$6,378.46	\$76,541.52
13 Tax Commissioner	2841 Greenbriar Pkwy., Ste. 108, Atlanta, GA 30331	9/28/2005	12/31/2031	10,740	\$17,452.50	\$209,430.00
14 District Attorney	86 Pryor Street Floors 2,3,4	11/1/2021	12/31/2026	25,269	\$54,075.00	\$648,900.00
TOTAL		#	Total SF	267,720	\$431,149.67	\$5,173,795.99



Leased Properties

WAREHOUSE						
Tenant - User Dept.	Lease Address	Lease Start Date	Lease End Date	Rental Square Footage	2023	
					Monthly Rent	Annual Rent
15 Information Technology	3025 Commerce Way, Hapeville, GA 30354	6/26/1990	6/30/2024	53,558	\$20,750.73	\$249,008.76
16 Multiple User Groups	1365 English St, NW, Atlanta, GA 30318	8/16/2006	12/31/2024	109,226	\$59,000.00	\$708,000.00
17 Multiple User Groups	5210 Phillip Lee Drive, Atlanta, GA 30336	9/7/2022	12/31/2023	69,317	\$40,434.92	\$485,219.04
18 Multiple User Groups	5674 Campbellton Fairburn Road, Union City, GA 30312	8/1/2022	12/31/2037	600,000	\$325,000.00	\$3,900,000.00
TOTAL		#	Total SF	832,101	\$445,185.65	\$5,342,227.80

PARKING						
Tenant - User Dept.	Lease Address	Lease Start Date	Lease End Date	Parking Spaces	2023	
					Monthly Rent	Annual Rent
19 Board of Health	40 Courtland Street, Atlanta, GA 30303	5/4/2017	12/31/2023	25	\$2,125.00	\$25,500.00
# DREAM	445 Hank Aaron Dr. (Orange Parking Lot Rental at Turner Stadium)	2/1/2017	12/31/2067	1,328	\$7,388.33	\$88,660.00
21 Superior Court	75 MLK Jr. Dr., Atlanta, GA 30303	4/10/2017	11/1/2024	42	\$4,830.00	\$57,960.00
TOTAL		#	Total Parking Spaces	1,395	\$14,343.33	\$172,120.00

GRAND TOTAL

Total Sq. Ft. 1,099,821

Monthly

\$ 890,678.65

Annual

\$ 10,688,143.79





QUESTIONS



2024 Budget Process

Preliminary View of FY2024 Budget Before Enhancement Requests

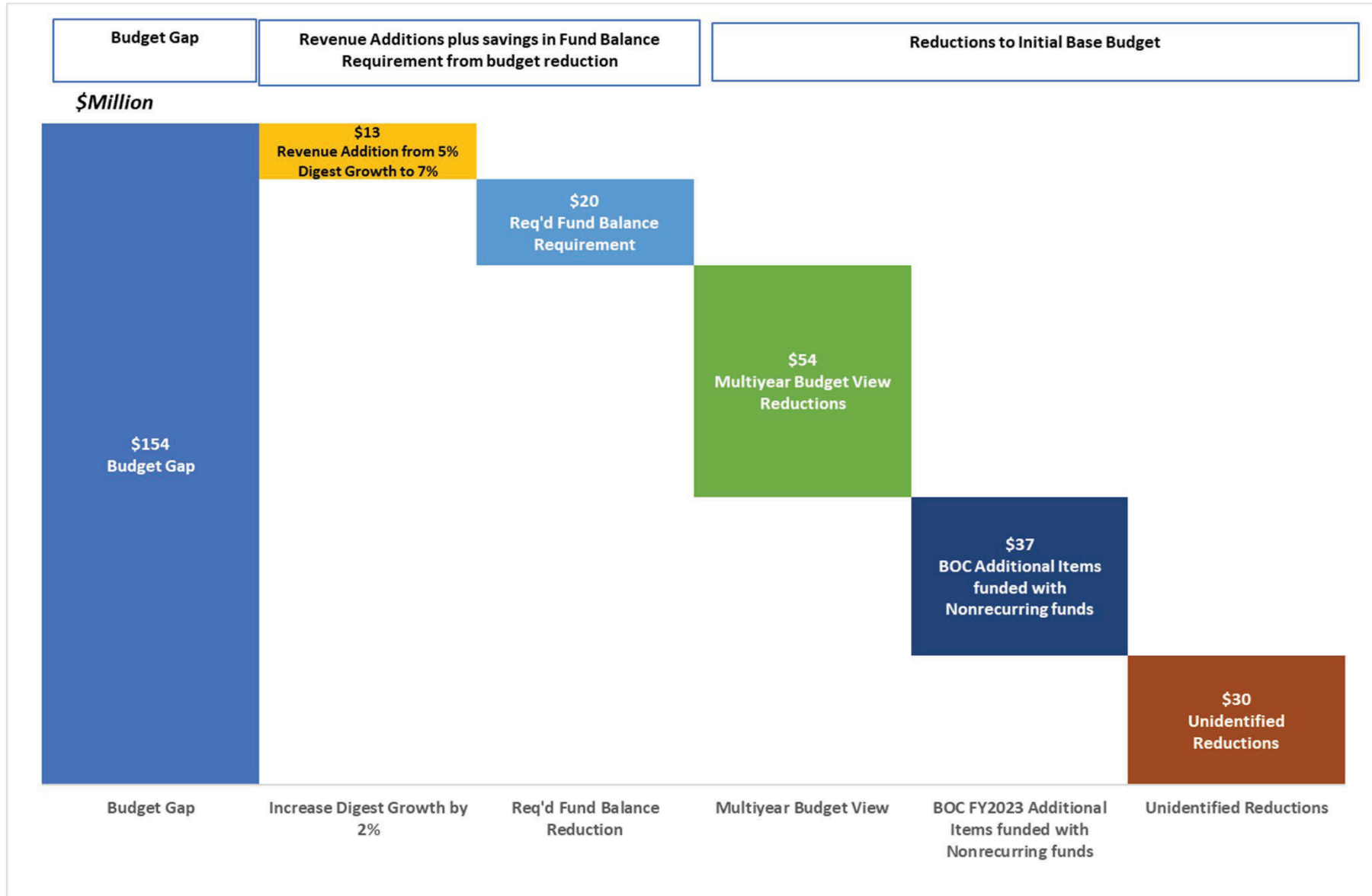


FY2024 Budget Assumptions

- **Property Tax Revenue projection based on current year level adjusted for a 5% Billable Digest Growth Rate, a flat millage rate at 8.87 mills, and a 96% collection rate**
- **Other revenue including sales tax adjusted for known and expected changes**
- **Status-Quo on Recurring Expenditure Budget including attrition savings plus some of the items previously presented to the Board as part of the Multiyear Budget View**
- **2024 Elections – 4 out of 5 elections cycle funded with the General Election Runoff to be funded from 2024 Underrun, if necessary**
- **Increase in Outsourcing Inmate Housing by \$33 million**
- **5% COLA**



FY2024 Budget Gap Closure Options



Next Steps

- **Monitor Revenue Projections including Comparison of Actual FY2023 Tax Billing by the Tax Commissioner to Projected Amount**
- **Monitor FY2023 Underruns with Funding Priority Given to Critical Items from any Additional Underrun Beyond Current Projected Amount**
- **Continue to Review Options for Budget Reduction Including Attrition, Reduction to Operating Budget, Targeted Reduction to Certain Expenses Countywide**
- **Complete Review of Enhancements submitted by Departments as part of their FY2024 Budget Requests**



FY2024 Budget Preparation and Adoption Schedule

March 22 – 23	2024 Capital Portal Training (virtual)
April 1 – June 30	2024 Capital Portal Open (Requests Submitted)
June 27 & 29	2024 Budget Training (virtual)
August 1– September 1	Departments Develop Requests Performance Budgeting System Open
September 1	Departments Submit Budget Requests
September 5 to October 13	Review of Budget Requests
November 1	2024 Budget Update to the BOC
On or before November 15	Submission of Proposed Budget
November 15	Presentation of Proposed Budget at BOC Meeting
December 6	Official Public Hearings
First or Second BOC Meeting in January 2024	Adoption of 2024 budget





QUESTIONS



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0628

Meeting Date: 9/20/2023

Department

Registration & Elections

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

Request approval to increase the compensation for the Fulton County Board of Registration and Elections ("BRE"). If approved, the monthly compensation for the BRE chairperson will increase from \$300.00 to \$600.00, and the monthly compensation for the remaining BRE Members will increase from \$250.00 to \$500.00. This increase will be effective upon the BOC's approval.

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

Pursuant to Fulton County Code section 14-43, the compensation of each member of the BRE, shall be fixed by the BOC and shall be paid wholly from County funds.

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: At the August 10, 2023, BRE meeting, Chairperson Perkins-Hooker entertained a motion to request a stipend increase for the BRE to \$600 for the Chair and \$500 for all other board members. The motion was made by Mr. Heekin, seconded by Mr. Johnson, and carried by a unanimous vote.

At the 12/19/2018 Regular BOC meeting, the BOC voted to approve an increase in the compensation for the BRE chairperson to \$300 per month, and an increase for the remaining BRE members to \$250 per month, to make BRE compensation comparable to the majority of metro county election

boards. This increase became effective on January 1, 2019.

Scope of Work: Request approval of the BRE increased compensation from \$300 to \$600 per month for the chairperson of the BRE and from \$250 to \$500 per month for all other BRE members.

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

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

Project Implications: The Department of Registration & Elections staff is not aware of any project implications.

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

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

Fiscal Impact / Funding Source

Funding Line 1:

350-265-2880-1169 - Elections, Registration & Elections, Stipends - \$1,300.00

Funding Line 2:

350-265-2881-1169 - Elections, Registration & Elections, Stipends - \$1,300.00



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0629

Meeting Date: 9/20/2023

Department

Real Estate and Asset Management

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

Request approval to award contract without competition - Department of Real Estate and Asset Management, 23SS81723C-MH, Countywide Postage Services in the amount of \$2,600,000.00 with the United States Postal Services (Atlanta, GA), to provide postage services for Fulton County agencies. Effective dates: January 1, 2024 through December 31, 2024.

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

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

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

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: This request will provide Countywide postage services

Scope of Work: This service is required to adhere to postage mandates for Fulton County agencies and to provide postage to various user departments for "time sensitive" mail such as tax information, W-2 forms, jury summons, Registration and Elections applications and ballots or any notices mailed from Fulton County which must arrive at their destinations in a timely manner. Postage stamps cannot be purchased from another source.

In accordance with Purchasing Code Section 102-384, this request meets the following category permitted as a basis for conditions allowing the award of a contract without competition:

(b)(7) A governmental agency is the only provider of the service and/or services

Community Impact: Provides the citizens and patrons time sensitive mail from Fulton County Government agencies.

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

The requested spending authority in the total amount of \$2,600,000.00, is an increase of \$750,000.00 over 2023 which is due to anticipated mailing increases because of 2024 major Presidential Primaries and General Elections and Runoffs, during which time there are usually large head of household mailings prior to each election. Additionally, although USPS has not announced any future rate increases, over the past few years we have seen rates increase twice each year with the expectation that this pattern will continue in 2024.

USPS has raised rates across all classes of mail twice this year (2023), Jan. 29th and July 9th. High postage usage departments, i.e., Tax Commissioner and Registration and Elections, are anticipating increases and budgeting accordingly.

- 07/09/2023: 3 % to 7%
- 01/22/2023: 3% to 6%
- 07/10/2022: 6.5% to 7.5%
- 01/09/2022: 3% - Express, Priority and Package rate increase only

The requested spending authority in the total amount of \$2,600,000.00 is sufficient to cover these anticipated costs for FY2024.

The United States Postal Services is sole proprietary provider to delivery postal services.

Project Implications: Postage stamps cannot be purchased from another source. The United States Postal Services is sole proprietary provider to deliver postal services. For the postage mandates for Fulton County agencies and to provide postage to various user departments for "time sensitive" mail reference the County's Policy & Procedures No. 600-54, Fulton County Mail Processing Procedures dated February 21, 1996.

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

Department Issues/Concerns: If this sole source is not approved, this will jeopardize Fulton County's ability to deliver time sensitive mail to its citizens and patrons and may impact the timeliness of mailings to voters for the 2024 elections and the timely mailing of tax notices to Fulton County citizens.

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: Sole Source Justification Form

Exhibit 2: Request Memo for Sole Source Procurement

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:	\$2,600,000.00
TOTAL:	\$2,600,000.00

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:

700-520-5201-1703: Internal Services Fund, Real Estate and Asset Management, Postage Charges-\$2,600,000 "Subject to availability of funding adopted for FY2024 by BOC"

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: N/A

Overall Contractor Performance Rating: N/A

Would you select/recommend this vendor again?

Yes

Report Period Start:

N/A

Report Period End:

N/A



**JUSTIFICATION AND APPROVAL FOR ALLOWING AWARD OF CONTRACT
WITHOUT COMPETITION
23SS81723C-MH**

(Section A must be completed by the User Department and then submitted to the Department of Purchasing & Contract Compliance)

SECTION A

Department: *Real Estate and Asset Management*

Department Contact: *April L. Pye*

Description of Supplies/Services: *Countywide Postage Services*

Demonstration of Contractor's Unique Qualifications:

The United States Postal Services is sole proprietary provider for delivery of postal services Countywide. This service is to provide postage to various user departments for "time sensitive" mail such as tax information, W-2 forms, jury summons, Registration and Elections applications and ballots or any notices mailed from Fulton County, which must arrive at their destinations in a timely manner. Postage stamps cannot be purchased from another source.

(Section B must be completed by the Department of Purchasing & Contract Compliance)

SECTION B

MARKET SURVEY

Results of Market Survey

None performed

Date Public Notice posted on website: *N/A*

Date Public Notice closed: *N/A*

REVIEW OF OFFER(S)

Were any offers received (Y/N): *N*

Number of offers received: *N*

Respondents: *N/A*

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

User Department review and recommendation:

Purchasing Agent review and recommendation: *The United States Postal Service is Sole Source*

CERTIFICATION

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

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

Felicia Strong-Whitaker
Purchasing Director

Date

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


Richard Anderson
County Manager

Date



INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM 

DATE: August 12, 2023

SUBJECT: Request Sole Source Procurement- Countywide
Postage Services-FY2024

Requested Action: The Department of Real Estate and Asset Management is requesting approval to award contract without competition with the United States Postal Services (USPS) to provide Countywide postage services for Fulton County agencies for fiscal year 2024, in the total amount of \$2,000,000.00.

Discussion: This service is required to adhere to postage mandates for Fulton County agencies and to provide postage to various user departments for “time sensitive” mail such as tax information to include W-2 forms, tax bills to Fulton County citizens, jury summons, absentee ballots, voter registration applications, head of household mailings and any notices mailed from Fulton County, which must arrive at their destinations in a timely manner. Postage stamps cannot be purchased from another source. The United States Postal Services is the sole proprietary provider for delivery of postal services.

Due to USPS twice per year increases, the Office of the Tax Commissioner said they will require \$1,445,000 for 2024, for which they are budgeting. In addition to the mail posted through the mailroom, they request postage checks totaling at least \$400,000 each year and anticipate increasing this amount. Registration and Elections will conduct 2024 Presidential Preference Primary, General Primary and General Elections which will result in higher postage costs to cover multiple mailings throughout the year beginning in February, including mailing of absentee ballots, precinct change mailings, confirmation notices, and special mailings to voters, for which they are budgeting \$1,508,000 for postage. Registration and Elections budgets for a mailing to the voters (head of household) which is usually an approximate additional cost of \$250,000 for one election, outside of posting of mail through the mailroom. Historically, we spend larger amounts during a Presidential Election year. In addition, the Tax Assessor requests postage checks totaling approximately \$80,000 each year but is anticipating an increase for 2024, Juvenile Court requests postage checks totaling approximately \$12,000 and historically the Superior Court postage costs for mailings has been \$375,000 or above. While it is difficult to anticipate what will result in a major postage request as a result of needed communications during the 2024 Elections, we are conservatively estimating at \$2,000,000 to cover any unexpected postage requests.

Pursuant to Purchasing Code Section 102-384, this request meets the following category permitted as the basis for conditions allowing the award of a contract without competition:

(A) A governmental agency is the only provider of the service and/or services

Impact: If this sole source is not approved, this will jeopardize Fulton County's delivery of time sensitive mail to its citizens and patrons and may impact the timeliness of mailings to voters for the 2023 Elections and the timely mailing of tax notices to Fulton County citizens.

The funding for this request is in account line #700-520-5201-1703 in the amount of \$2,000,000.00, subject to availability of funding adopted for FY2024 by BOC.

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

JD/AP/haj

ATTACHMENTS: Justification and Approval for Award of Contract W/O Competition
RQN# 081222-0138

C: Donna Jenkins, Deputy Director, Purchasing and Contract Compliance
Mark Hawks, CAPA, C Team, Purchasing and Contract Compliance
April Pye, Administrator, DREAM Administration
Harry Jordan, Contract Management Administrator, Purchasing/DREAM
Florene Thornton, Financial Administrator, DREAM



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0630

Meeting Date: 9/20/2023

Department

Real Estate and Asset Management

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

Request approval of an Acceptance Letter for Georgia Power's Make Ready Program, which will fund the electrical infrastructure for public electric vehicle (EV) charging stations at the Metropolitan Library. Effective upon BOC approval.

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

In accordance with Fulton County Code § 1-117, the Board of Commissioners has exclusive jurisdiction and control over the direction and control of all County property. Further, O.C.G.A. § 36-10-1, all contracts entered into by the county governing authority with other persons 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: The Department of Real Estate and Asset Management recommends that the Board approve the execution of an Acceptance Letter approving Georgia Power Company's Make Ready Program's new Term and Conditions. The purpose of Georgia Power's Make the Ready Program is to pay for the electrical infrastructure to EV charging stations, thereby making it more affordable for property owners to install EV charging stations. On September 7, 2022, as Agenda Item #22-0618, the Board of Commissioners

approved a Make-Ready Program agreement with Georgia Power Company to install and maintain ET Infrastructure at the County owned and controlled real property located at 1332 Metropolitan Parkway, SW, Atlanta, Georgia 30310. Shortly thereafter, the Public Service Commission changed the rules of the program. The primary change is that Georgia Power will only fund electrical infrastructure for EV charging stations that are either public-facing or for public fleets. They will no longer fund private EV charging station infrastructure. In response to the Public Service Commission's rule changes, in the spring of 2023 Georgia Power issued a new Acceptance Letter with updated Terms and Conditions for the County to sign. The County will use the Make Ready Program to fund electrical infrastructure for three dual-port charging stations that the County already has purchased and is ready to install at the Metropolitan Library. These EV charging stations will be for public use and were paid for by a grant. The County will likely apply for more Make Ready Program funding in the future for both public and fleet EV charging stations.

Community Impact: Signing this Acceptance Letter will enable the County to install three dual-port EV charging stations at the Metropolitan Library.

Department Recommendation: The Department of Real Estate and Asset Management recommends that the Board sign the Acceptance Letter approving the Make Ready Program's new Term and Conditions.

Project Implications: Without Make Ready Program funding, the Department of Real Estate and Asset Management will not be able to afford the installation of EV charging stations at the Metropolitan Library.

Community Issues/Concerns: None identified.

Department Issues/Concerns: None identified.

EXHIBITS ATTACHED

Acceptance Letter with Terms and Conditions

CONTACT INFORMATION

Joe Davis, Director, Department of Real Estate and Asset Management, 404-861-7163



June-13 2023

Project Ref ID: GPETRE1547821995

Georgia Power Electric Transportation Make Ready Program Customer Proposal Acceptance Letter

Georgia Power has accepted your application ("Application") for funding assistance through the Make Ready Program as approved by the Georgia Public Service 2022 Rate Case order in Docket #44280. Acceptance of your application is not a guarantee from Georgia Power that funds are available for your project – qualified projects are funded through the Make Ready Program on a first-come, first-serve basis and available funding is limited.

Subject to Make Ready Program funding availability, Georgia Power will invest in the charging system infrastructure at your facility as defined in your application. Georgia Power will own and maintain the charging infrastructure to support the chargers you select. You will then own, operate, and maintain the chargers to best suit the needs of your facility.

Attached is a copy of the site plan design for your facility located at (1332 Metropolitan Pkwy SW, Atlanta, GA 30310).

An approved installer from Georgia Power's network will complete the installation of the Georgia Power owned infrastructure. You understand that the installation of the chargers is not a function of the Make Ready Program and will be done at your cost.

By signing this letter agreement, you agree to the ET Make Ready Infrastructure Program Terms and Conditions ("Terms and Conditions") and acknowledge and agree that: funding is limited; the chargers will be public-facing (as such term is defined by the Georgia Public Service Commission) or used for the electrification of a public fleet; that the site plan is acceptable; that Georgia Power and its contractors have the right to access the Property to perform any activity related to the Make Ready Program, including, without limitations, periodic maintenance, and repairs of Georgia Power's charging infrastructure; and you are ready to move forward with the installation of the charging infrastructure and will purchase the chargers upon confirmation that funding is available. If Georgia Power determines that a recorded easement is necessary or appropriate in connection with the installation and/or maintenance, you agree to work with Georgia Power in good faith to execute and deliver such easement for recording. Notwithstanding the foregoing, if an Order or other directive of the Georgia Public Service Commission, or other applicable law or regulation, changes the Make Ready Program in a manner that disqualifies your project, Georgia Power may withdraw its acceptance of your Application upon notice to you.

Once this signed letter agreement is received by Georgia Power, Georgia Power will confirm whether funding is available, and if so, Georgia Power will schedule an onsite preconstruction meeting with necessary parties to determine the project schedule and plan.

Signature

Date

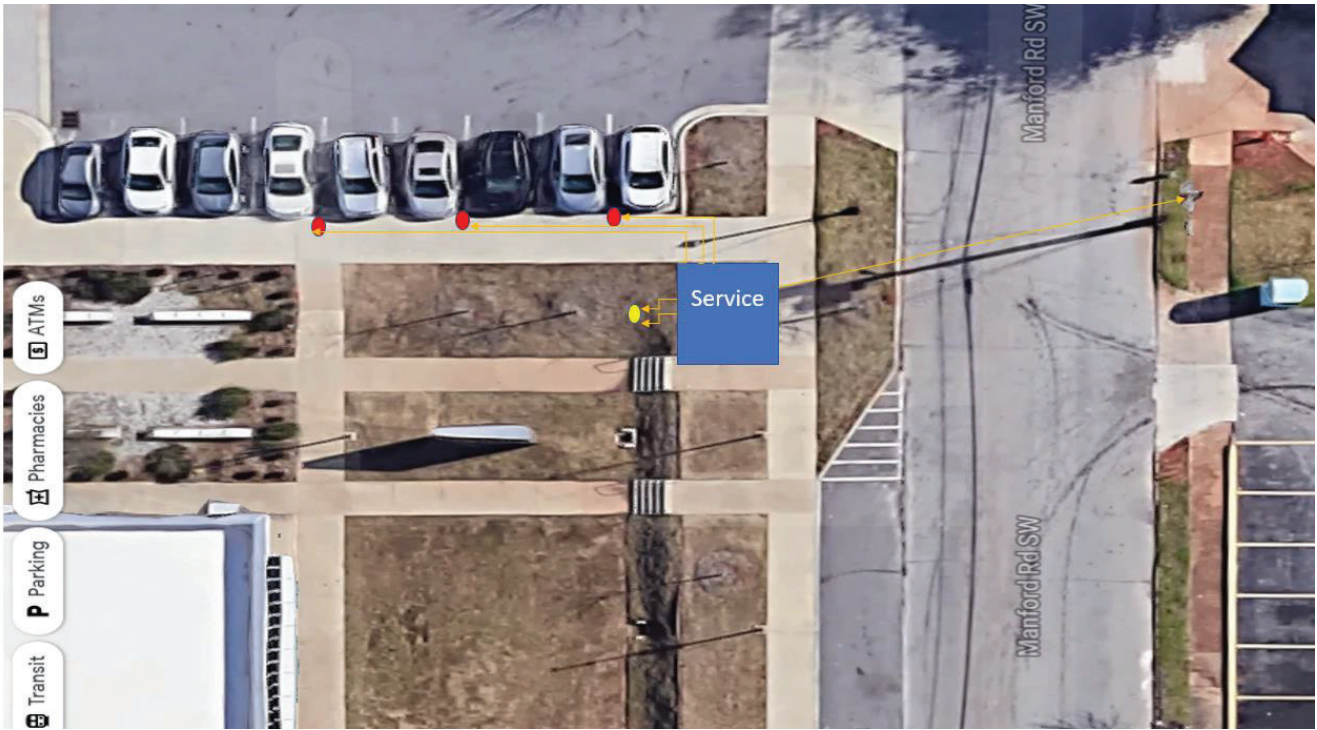
Printed Name

Email

Title

Phone

Fulton County Library Site Plan



ET MAKE READY INFRASTRUCTURE PROGRAM TERMS AND CONDITIONS

THE TERMS AND CONDITIONS SPECIFIED HEREIN (THESE “**TERMS AND CONDITIONS**”) TAKE PRECEDENCE OVER AND SUPERSEDE ANY CONFLICTING OR DIFFERENT TERMS SET FORTH IN ANY NEGOTIATIONS, AGREEMENTS, DISCUSSIONS OR CORRESPONDENCE BETWEEN YOU (THE “**APPLICANT**” OR THE “**PARTICIPANT**”) AND GEORGIA POWER COMPANY (“**GEORGIA POWER**”) REGARDING THE ELECTRIC TRANSPORTATION MAKE READY PROGRAM. THESE TERMS AND CONDITIONS ARE EFFECTIVE AS OF THE DATE THAT PARTICIPANT SIGNS THE ACCEPTANCE LETTER PROVIDED FROM GEORGIA POWER TO PARTICIPANT (“EFFECTIVE DATE”).

1. The Program and Eligibility. With the consent and at the direction of the Georgia Public Service Commission, Georgia Power has created and implemented this Electric Transportation “Make Ready” Program (the “**Program**”) to promote the use of electric vehicles and to gain useful information about the volume and nature of future electricity demand created by electric fleets. The eligibility requirements for the Program are set by the Georgia Public Service Commission. Businesses and other institutions interested in participating the Program must complete an application and be accepted by Georgia Power and funds must be available. For purposes of clarity, Georgia Power’s acceptance of Applicant’s application is not a guarantee that funds are available for the project – qualified projects are funded through the Program on a first-come, first-serve basis and available funding is limited. After Participant’s application is accepted, then Georgia Power will confirm that funding is available to proceed. Each accepted Applicant (“**Participant**”) must agree to these terms and conditions as a prerequisite to inclusion in the Program. Georgia Power reserves the right to refuse service to any applicant that does not meet eligibility requirements or if funding is no longer available. , and Georgia Power may initiate changes to the Program (including eligibility requirements) as necessary to comply with Georgia Public Service Commission directives or other comments, including, without limitation, after your application is accepted and without written notice Georgia Power will endeavor to provide the Participant with advance notice of any such changes that do not affect Participant’s Program eligibility; however, Georgia Power will notify Participant of changes that affect Participant’s eligibility for the Program and, if funding remains available, will allow the Participant to reapply for the Program pursuant to the new eligibility requirements. The Participant acknowledges and agrees to refrain from any participation in this Program, if such participation would serve as a contribution or offset against any federal, state, or local mandate, obligation, or expectation to provide electric transportation equipment or infrastructure.

2. Participant’s Representations and Warranties. The Participant represents and warrants that it has the right to enter into these Terms and Conditions, to grant the permissions contemplated herein (including, without limitation, the access rights contemplated in Section 7 below), and to permit Georgia Power to provide Georgia Power’s Services (as defined in Section 7 below) including, if applicable, express written authority from all Premises owners, and any other person or entity having rights in the Premises (as defined in Section 4 below). Participant further represents and warrants that the ET Infrastructure will be “public facing”, which is defined by the Georgia Public Service Commission as projects that involve infrastructure to support (i) EV charging in public locations (e.g., grocery store parking lots, malls, gas stations and convenience stores), and (ii) the electrification of public fleets (e.g., MARTA, public school buses). By way of further example, public facing projects and public fleets also include the following:

- a. Multi-family dwellings, educational institutions, hospitals and other publicly accessible business locations (including those with membership requirements), provided that electric vehicle chargers at those premises are publicly accessible and open to the general public at the same rate.
- b. Other publicly owned vehicles that are open to and transport members of the general public (e.g., land and sea transportation services); and
- c. Vehicles in service of the public (e.g., police, fire and other governmental uses).

3. Project Plan and Easements. Participant and Georgia Power each understand and acknowledge that the implementation of the Project will be conducted in one or more phases pursuant to a mutually

agreeable project plan (the “**Project Plan**”). Georgia Power will deliver the draft Project Plan to the Participant as soon as practical. The Participant must accept the Project Plan within ten (10) days of receipt.

4. Delivery of the ET Infrastructure. Georgia Power will make reasonable efforts to deliver the secondary electrical infrastructure and associated metering equipment (collectively, the “**ET Infrastructure**”) that Georgia Power deems reasonably necessary to support the Participant’s electric transportation efforts to the address specified in the application (the “**Premises**”). For the avoidance of doubt, ET Infrastructure includes, but is not limited to, secondary electrical infrastructure behind the meter to support electric transportation equipment charging. ET Infrastructure does not include items such as charging devices, painting, branding, stenciling, network, warranty, or maintenance of charging devices.

5. Installation of the ET Infrastructure. Within thirty (30) days of the application date, the Participant must select a third-party installer for the installation of ET Infrastructure from the list of Georgia Power-approved qualified vendors to be delivered to the Participant by Georgia Power. Further, within sixty (60) days of selection of the third-party installer, the Participant must issue a notice to proceed for installation of at least the “**Initial Phase**” of the Project. The ET Infrastructure will be installed at the Premises in the locations identified in the Project Plan, and will be incorporated behind the meter within portions of the Participant’s electrical system. Following installation of the ET Infrastructure, the Participant must continue implementation of any remaining phases of the Project Plan in accordance with the Participant Plan. **Georgia Power retains all rights, title, interest, and ownership in and to the ET Infrastructure.** The Participant will not obtain any ownership or security interest in the ET Infrastructure, nor will the ET Infrastructure be considered a fixture attaching to the Premises.

6. Electric Transportation Data and Information. The Participant acknowledges and agrees that Georgia Power’s collection of data associated with the Project is critical to the evaluation of the Make-Ready Program. The Participant hereby grants Georgia Power unrestricted access and use of all data collected by the ET Infrastructure. The Participant agrees to allow Georgia Power, its agents and representatives to use data gathered as part of the Make-Ready Program for use in regulatory reporting, ordinary business use, industry forums, case studies, or other similar activities, in accordance with applicable laws and regulations.

7. Participant’s Obligations to Cooperate and Grant Permissions. The Participant acknowledges and agrees that Georgia Power may use its own employees or may contract with one or more independent contractors to perform the work contemplated to be performed by Georgia Power in these Terms and Conditions (collectively, “**Georgia Power’s Services**”). The Participant hereby grants to Georgia Power and its contractors, agents, and representatives the right and license to enter the Premises at any time, and from time to time, to perform any activity related to Georgia Power’s Services, including the right to access the Premises with vehicles, equipment, or other tools, to access electrical systems located at the Premises, and to survey, dig, trench, bore or excavate, in order to: (i) construct, install, erect, operate, maintain, repair and replace any distribution wires, poles, cables, conduits, pipes, or other facilities over, under, across, or along the Premises, (ii) install and connect equipment or provide electrical service; (iii) inspect, maintain, test, replace, repair, disconnect, or remove equipment; (iv) install additional equipment or devices on the ET Infrastructure; and (v) conduct any other activity reasonably related to Georgia Power’s Services or the ET Infrastructure. In addition, in the event Georgia Power determines in its reasonable judgment that a recorded easement is necessary or appropriate in connection with Georgia Power’s Services or the ET Infrastructure, Participant hereby acknowledges and agrees that it will work in good faith with Georgia Power to reach agreement on the form of such easement and to thereafter execute and deliver such easement for recording in the property records of the county in which the Premises are located. Each of Georgia Power and Participant agrees to use its best efforts to coordinate and cooperate in connection with all activities under these Terms and Conditions. Georgia Power will use reasonable efforts to provide advance notice to the Customer prior to performing routine maintenance, repairs or replacements of the facilities, taking into account (and the Customer acknowledges and agrees) that Georgia Power is an electric utility and is unable to guarantee that it will provide advance notice prior to every instance of maintenance, repair or replacement.

If the Participant does not grant Georgia Power reasonable access to the Premises, then Georgia Power may deenergize the ET Infrastructure until such access is granted. Georgia Power will work closely with the Participant to minimize unreasonable interference with the Participant's operations at the Premises.

8. Inspections, Testing, and Maintenance. Subject to the provisions of these Terms and Conditions, during the Program, Georgia Power reserves the exclusive right, in its sole discretion, to perform regular inspections, routine maintenance, and other activities related to monitoring, operating, maintaining, or managing of the ET Infrastructure (e.g., meter reading, inspection, testing, routine repairs, replacement, maintenance, vegetation management, emergency work, etc.) (and such activities are included within the definition of "Georgia Power's Services"). Notwithstanding anything herein to the contrary, Georgia Power will perform maintenance on the ET Infrastructure funded through the Make Ready Program for the shorter of the life of the asset or up until the tenth (10th) anniversary of the completion of construction. ET Infrastructure may be removed, substituted, or replaced by Georgia Power at any time. The Participant will not be responsible for the cost associated with Georgia Power's Services.

9. Participant's Use of the ET Infrastructure. The Participant agrees to refrain from using, accessing, or operating the ET Infrastructure for any other purpose, including: (i) accessing or operating components of the ET Infrastructure, (ii) connecting, disconnecting, or interrupting electric service to the ET Infrastructure, and (iii) performing any other operational, maintenance, repair, replacement, removal, or similar activities on or to the ET Infrastructure.

10. Costs. Georgia Power will be responsible for any costs associated with the initial installation of the ET Infrastructure and the provision of Georgia Power's Services. Damage to the ET Infrastructure arising from or in connection with the Participant's actions will be covered under Section 13 (Indemnification) of these Terms and Conditions.

11. Safety; Damage to or Destruction of the ET Infrastructure.

a. The Participant must promptly notify Georgia Power when the Participant becomes aware of any unsafe, inoperable, or damaged ET Infrastructure. The Participant is solely responsible for safety of the Premises; the Participant agrees that Georgia Power has no obligation to ensure safety of the Premises and that Georgia Power has no liability for any personal injury, real or personal property damage or loss, or negative impact to the Participant or any third-party that occurs at the Premises.

b. If all or any portion of the ET Infrastructure on the Premises are damaged, burned, or other casualty which materially and adversely affects the operation of the ET Infrastructure (any, a "**Casualty**"), either party will have the right to terminate the Agreement by written notice to the other party within fourteen (14) days after the Casualty, in which event the Agreement will terminate on the date that is ten (10) days after the date of the termination notice, and Georgia Power may elect to remove from the Premises or abandon in place the ET Infrastructure in its sole discretion.

c. WHILE ET INFRASTRUCTURE REMAINS ON THE PARTICIPANT'S PREMISES, THE PARTICIPANT IS SOLELY RESPONSIBLE FOR THE RISK OF ET INFRASTRUCTURE LOSS AND DAMAGE TO ET INFRASTRUCTURE TO THE EXTENT ARISING FROM OR IN CONNECTION WITH THE PARTICIPANT'S ACTIONS. ACCORDINGLY, THE PARTICIPANT WILL REIMBURSE GEORGIA POWER FOR ALL COSTS OF SUCH LOSS OR DAMAGE AS WELL AS THE RELATED COSTS OF ET INFRASTRUCTURE REPAIR, MAINTENANCE, OR REPLACEMENT ARISING FROM THE PARTICIPANT'S ACTIONS.

12. Default. The Participant will be in default of its obligations under these Terms and Conditions, if the Participant: (i) fails to timely fulfill its obligations under these Terms and Conditions; (ii) purports to terminate these Terms and Conditions without proper notice and prior to the end of then-current Term; or (iii) breaches any other material term, warranty, covenant, or representation of these Terms and Conditions. Georgia Power's waiver of a past or concurrent default will not waive any other default. If a default occurs, Georgia Power may: (a) immediately terminate the Participant's inclusion in the Program; or (b) seek any available remedy provided by law. Upon a termination for default by the Participant, the

Participant must pay Georgia Power the costs and expenses for removal of the ET Infrastructure and actual costs for losses incurred by Georgia Power on behalf of its ratepayers, such as prorated costs of ET Infrastructure, site design, and installation.

13. Indemnification. Except where the Participant is a “public employer” as defined by O.C.G.A. § 13-10-91, the Participant must indemnify, hold harmless and defend the Released parties from and against all claims for damages arising in connection with these Terms and Conditions, this Program, or Georgia Power’s Services to the fullest extent permitted by law, except to the extent of Georgia Power’s gross negligence or willful misconduct.

14. Term and Termination. The “**Initial Term**” of these Terms and Conditions expires on the anniversary of the Effective Date. After the Initial Term, these Terms and Conditions will automatically renew on an annual basis for ten (10) years or until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with Section 8 (the Participant Removal or Termination) below) at least ninety (90) days before the desired termination date. The Initial Term and any renewal term are collectively the “**Term**.” If the Participant elects to terminate these Terms and Conditions prior to the ninth (9th) renewal term, the Participant must pay Georgia Power an amount equal to value of the ET infrastructure as prorated on a straight-line basis. Notwithstanding the foregoing, if Participant is notified that funding is not available or Program eligibility requirements prevent Participant from participating in the Program after the Effective Date, then these Terms and Conditions shall automatically terminate without further action of the parties and Georgia Power shall have no liability in connection with such termination or with respect to the Participant and the Program.

15. Participant’s Removal or Termination. If the Participant desire to end its participation in the Program or requires removal of the ET Infrastructure or parts thereof prior to the expiration of the Initial Program Term, then the Participant must bear the full cost and sole expense of such removal, site design, and installation, as well as the amounts described in Section 14 above. The Participant may, at any time during the Term, request from Georgia Power the projected and final costs that would be associated with such termination or removal request. After the Initial Term, if the Participant requests to terminate these Terms and Conditions pursuant to this Section 15, Georgia Power must deenergize the ET Infrastructure and abandon the conduit in place, and Georgia Power will bear the full cost of such work.

16. Conveyance of the Premises. Should the Participant convey the Premises to a third party prior to expiration of the Initial Term, the Participant is required to assign these Terms and Conditions to the purchasing third party, and the purchasing third party must assume the Participant’s obligations under these Terms and Conditions, on terms reasonably acceptable to Georgia Power. If the Participant does not assign these Terms and Conditions to the purchasing third party or if the purchasing third party does not accept an assignment and assume all obligations under the Agreement, the Participant will be deemed to have terminated these Terms and Conditions prior to the expiration of the Initial Term as contemplated in Sections 12 (Default) and 15 (Participant’s Removal or Termination). In such event, the Participant will bear the full cost and sole expense for removal of the ET Infrastructure, if removed, as well as actual costs, as circumstances may dictate, for losses incurred by Georgia Power on behalf of its ratepayers, such as the depreciated (on a straight-line basis) costs of ET Infrastructure, site design, and installation. The Participant may, at any time during the Term, request from Georgia Power the projected and final costs that would be associated with terminating these Terms and Conditions.

17. Public Employer Provisions.

a. If the Participant is a “public employer” as defined by O.C.G.A. § 13-10-91 and these Terms and Conditions are considered a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of these Terms and Conditions and is mandatory. Georgia Power will provide to the Participant a contractor’s affidavit for Georgia Power’s Services as required by O.C.G.A. § 13-10-91. If Georgia Power employs any subcontractor in connection with installation of ET Infrastructure under these Terms and Conditions, Georgia Power also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.

b. If the Participant is a “public employer” as defined by O.C.G.A. § 13-10-91, then such Participant will not be obligation to indemnify Georgia Power under Section 13 above. In the case of such public employer Participant, each party will be responsible for its own acts and the results of its acts, except as otherwise described in these Terms and Conditions.

18. DISCLAIMER OF WARRANTIES AND LIMITATION OF THE PARTICIPANT REMEDIES. GEORGIA POWER MAKES NO COVENANT, WARRANTY, OR REPRESENTATION OF ANY KIND (INCLUDING WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR NON-INFRINGEMENT) REGARDING GEORGIA POWER'S SERVICES OR THE ET INFRASTRUCTURE. THE PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE PARTICIPANT'S REMEDIES UNDER THESE TERMS AND CONDITIONS ARE LIMITED TO ACTUAL AND DIRECT DAMAGES. ACCORDINGLY, THE PARTICIPANT WAIVES ANY RIGHT TO: (A) INDIRECT, REMOTE, CONSEQUENTIAL, INCIDENTAL, TREBLE, PUNITIVE, AND EXEMPLARY DAMAGES, AND (B) DAMAGES RELATED TO LOST PROFITS, LOST REVENUE, AND LOSS OF BUSINESS REPUTATION, REGARDLESS OF WHETHER THE AFOREMENTIONED DAMAGES ARE FORESEEABLE OR UNFORSEEABLE. THE LIMITATION OF REMEDIES IN THIS SECTION WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

19. Notices. All notices and other communications between the Parties must be in writing and will be deemed to have been duly given only when delivered: (a) in person, (b) after posting in the United States mail having been sent registered or certified mail return receipt requested, postage prepaid, (c) by a nationally recognized overnight delivery service, or (d) by email (in each case in this clause (d), solely if receipt is confirmed), to the address indicated in the application or to such other address or addresses as either party may from time to time designate in writing in a notice delivered in accordance with this Section 19.

20. No Partnership. This Program must not be construed as creating a partnership, joint venture, agency relationship, franchise, or association, nor will these Terms and Conditions render Georgia Power and the Participant liable as partners, co-venturers, or principals.

21. Assignment. Except as contemplated in Section 16 above, the Participant may not assign these Terms and Conditions without the prior written consent of Georgia Power. Any assignment by the Participant in violation of this provision will be null and void. Georgia Power may assign these Terms and Conditions to one or more of its affiliates or to any successor to the business or assets of Georgia Power. Subject to the foregoing, these Terms and Conditions will be binding upon and inure to the benefit of the Parties hereto and each such party's respective permitted successors and assigns. Each of Georgia Power's affiliates, successors, and assigns will have full rights to enforce the restrictive covenants set forth in these Terms and Conditions.

22. Compliance with Laws. Each Georgia Power and the Participant must comply with all applicable laws and regulations in its performance of these Terms and Conditions.

23. Governing Law and Jurisdiction. These Terms and Conditions will be governed by and construed in all respects according to the laws of the State of Georgia. In the event of any dispute or claim related to these Terms and Conditions, any lawsuit or other legal action or proceeding will be filed in either a state or federal court sitting in Atlanta, Georgia.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0631

Meeting Date: 9/20/2023

Department

Real Estate and Asset Management

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

Request approval to Increase Spending Authority - Department of Real Estate and Asset Management, 21RFP127274K-BKJ, Comprehensive Operation and Preventive and Predictive Maintenance Services for the Fulton County Jail and the South Fulton Municipal Regional Jail in the amount of \$1,230,530.00 with Johnson Controls, Inc. (Atlanta, GA), to provide support services for the Jail Bridging Plan at the Fulton County Jail. Effective upon BOC approval.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background Request approval to increase spending authority to provide support to the Jail Bridging Plan at the Fulton County Jail for the remainder of FY2023.

Scope of Work: The total costs for the Jail Bridging Plan are as follows, \$216,000.00 will be used for additional labor support to facilitate repairs to jail housing units as they are vacated to facilitate access. The remaining \$1,014,530.00 will be used to cover the increased cost of materials as all

materials used in corrective maintenance in the jail is billable under the terms and conditions of the contract.

This contract provides preventive/scheduled and corrective/ unscheduled maintenance services for the Fulton County Jail, Jail South Annex properties, and the Fulton County North Annex Jail in Alpharetta. Specific maintenance services include: facility management; building envelope and structure; site utilities and distribution systems; central utility plant; hot and chilled water systems; natural and LP gas distribution and combustion systems; plumbing, sewer and water control systems; electrical systems and lighting; low voltage systems; heating ventilation and air conditioning (HVAC); uninterruptible power supply (UPS); emergency generator; security and alarm systems; fire alarm, fire sprinkler, and fire suppression; water towers; kitchen and laundry equipment; pest control; swimming pool; Fume Hoods and grounds/landscape.

Community Impact: This effort is necessary to prevent legal actions and unwarranted publicity resulting from the County not being in a position to ensure continuous preventive/corrective maintenance services.

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

The requested spending authority in the total amount of \$1,230,530.00 is sufficient to cover the expected costs for the support to the Jail Bridging Plan at the Fulton County Jail for the remainder for FY2023.

Project Implications: The intent of this contract is to ensure the safety and security of County staff, visitors, and inmates through a well-designed and organized comprehensive maintenance program. The County requires the efficient operation of the Main Jail complex, Jail South Annex, and the Fulton County North Annex in Alpharetta to preserve building assets in such a manner as to extend their useful life expectancy.

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

Department Issues/Concerns: If this increase in spending authority is not approved, the County does not have the internal resource capacity, or the expertise, to provide the labor or materials for the Jail Bridging Plan for the remainder of FY2023. Approval will enable the County to have the Jail Facility Management Contractor ensure preventive/corrective maintenance services are performed at these jail facilities.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0406	6/2/21	2,175,459.00
1st Renewal	21-0951	12/1/21	\$5,192,445.00
Amendment No. 1	22-0987	12/21/22	\$0.00
2 nd Renewal	22-0977	12/21/22	\$5,531,120.00

Increase Spending Authority			\$1,230,530.00
Total Revised Amount			\$14,129,554.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)***Contract Value:** \$1,230,530.00**Prime Vendor:** Johnson Controls, Inc.**Prime Status:** Non-Minority**Location:** Atlanta, GA**County:** Fulton County**Prime Value:** TBD**Subcontractor Value:** TBD**Total Contract Value:** \$1,230,530.00 or 100.00%**Total Certified Value:** TBD**Exhibits Attached** *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Amendment No. 1 to Form of Contract

Exhibit 2: Contractor 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

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$2,175,459.00

Previous Adjustments: \$10,723,565.00

This Request: \$1,230,530.00

TOTAL: \$14,129,554.00

Grant Information Summary

Amount Requested:

☐ Cash

Match Required:

☐ In-Kind

Start Date:

☐ Approval to Award

Agenda Item No.: 23-0631

Meeting Date: 9/20/2023

End Date:

☐ Apply & Accept

Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

100-999-S200-J005: General, Non-Agency, Jail Bridging Program- \$1,230,530.00

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

Overall Contractor Performance Rating: 82

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2023

Report Period End:
6/30/2023

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **Johnson Controls, Inc.**

Contract No. **21RFP127274K-BKJ, Comprehensive Operation and Preventive and Predictive Maintenance Services for the Fulton County Jail and the South Fulton Municipal Regional Jail**

Address: **1350 Northmeadow Parkway**
City, State **Roswell, GA 30076**

Telephone: **(770) 663-0663**

E-mail: [**Scott.E.McVay@jci.com**](mailto:Scott.E.McVay@jci.com)

Contact: **Scott McVay,**
Sr. Account Executive

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with **Johnson Controls, Inc.** to provide Comprehensive Operation and Preventive and Predictive Maintenance Services for the Fulton County Jail and the South Fulton Municipal Regional Jail, dated July 1, 2021, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the purpose for of this amendment is for the approving of increase spending authority to cover the costs to provide support to the Jail Bridging Plan at the Fulton County Jail for the remainder for FY2023; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on September 20, 2023, BOC Item #23-.

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

This Amendment No. 1 to Form of Contract is effective as of the 6th day of September, 2023, between the County and Johnson Controls, Inc., 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:** To provide support services for the Jail Bridging Plan at the Fulton County Jail.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed **\$1,230,530.00** (One Million Two Hundred Thirty Thousand Five Hundred Thirty Dollars and Zero Cents).
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

CONSULTANT:

JOHNSON CONTROLS, INC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Scott E. McVay,
Sr. Account Executive

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Office of the County Attorney

APPROVED AS TO CONTENT:

Notary Public

County: _____

Joseph N. Davis, Director
Department of Real Estate and Asset
Management

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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Performance Evaluation Details

ID	E1
Project	Comprehensive Operation and Preventive and Predictive Maintenance Services for t
Project Number	21RFP127274K-BKJ
Supplier	Johnson Controls
Supplier Project Contact	Scott Mcvay (preferred language: English)
Performance Program	Professional Services
Evaluation Period	08/30/2023 to 11/29/2023
Evaluation Type	Formal
Interview Date	08/30/2023
Expectations Meeting Date	09/06/2023
Status	Draft
Evaluation Score	91

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

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

PROJECT MANAGEMENT

20/20

Rating

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

Comments

Johnson Controls effective management and oversight indicate a thorough understanding of the contractual scope, schedule, budget, quality of work expected and risk management. They independently manage staff with little to no supervision required by County staff and continue to make timely repairs of maintenance concerns. They display a high level of professionalism and proactively coordinate with client to ensure security measures are prioritized as well.

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

Johnson Controls has met key milestones and has proven to be reliable. They have presented concerns on current conditions and met each obstacle with prompt corrective actions.

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

Johnson Controls has been very responsive to their high volume of requests and reporting requirements. Effective communication with key DREAM personnel has been consistent to ensure timely reporting updates and deliverables. Their technicians are knowledgeable and they proactively present concerns on key systems, identifying where repairs or corrective action would avoid failures.

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

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

Comments

Johnson Controls' responsiveness to inquiries has been prompt and are completed with history updates where applicable. Their service manager has been available for meetings and impromptu calls bringing all persons together for clear and transparent communications. As well as having staff available to respond.

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

Oversight has been effective for this review period of the Johnson Controls contract performance. They have fully complied with their work plan and deliverables.

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0632

Meeting Date: 9/20/2023

Department

Real Estate and Asset Management

Requested Action

Request approval to amend existing contract - Fulton County Library System, 11RFP78732K-NH, Furniture, Fixtures and Equipment (FF&E) Consulting Services for the Library Capital Improvement Program, Phase II (FCLS-CIP) with Hillsman, Inc. (Alpharetta, GA) in an amount not to exceed \$25,300.00 for an increase in fees for interior design, furniture selection, procurement of furniture and furnishings and installation of all procured items for Peachtree Library, MLK, Jr. Library and East Point Library Expansion. Effective upon BOC approval until projects are completed as determine by the County.

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

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 To extend existing contract to provide additional interior design, furniture selection, procurement of furniture and furnishings and furniture installation for the completion of Phase II Library projects.

Scope of Work: Request approval to amend the existing contract for Hillsman, Inc. to increase their fees for interior design services, furniture selection, FF&E documentation and procurement and installation of furniture and furnishings for Library CIP projects - Peachtree Library, MLK, Jr. Library and East Point Library Expansion, due to fee and project scope increases. Hillsman will continue to work with the County's selected Design/Build teams and representatives for the Library and Dream in the execution and delivery of the proposed additional services itemized below:

1. Peachtree Library Changes

- FF&E fee increase
- Increased FF&E Budget (added additional furniture items to scope)
- New Meeting Room included in renovation. FF&E planning and coordination required

2. MLK, Jr. Library Changes

- FF&E fee increase
- Increased FF&E Budget (added additional furniture items to scope)
- New Meeting/Children's Craft Area included in renovation. FF&E planning and coordination required

3. East Point Library Expansion Changes

- FF&E fee increase
- Increased FF&E Budget (added additional furniture items to scope)
- New Meeting Room included in renovation. FF&E planning and coordination required
- New Study Room added and existing Study Room reconfigured
- New Teen Area
- New Children's Storytime Room added
- Modifications to Adult Computer and Reading Area
- Modifications to Staff Workroom.
- New Staff Workroom furniture and layout
- Reconfiguration of Manager's Office furniture

Community Impact: This request involves the renovation of libraries in communities throughout the County.

Department Recommendation: The Fulton County Library System recommends approval of this request.

Project Implications: The cost of the requested service will be funded using library bond funds; therefore, it will not impact the County or Library operations.

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

Department Issues/Concerns: : If this contract amendment is not approved, the Fulton County Library System will not be able to provide additional interior design, furniture selection, procurement of furniture and furnishings and installation of all procured items for Peachtree Library, MLK Library

and East Point Library Expansion.

Contract Modification

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Award Amount	11-0900	10-5-2011	\$ 406,315.00
Amendment No. 1	13-0476	6-19-2013	\$ 40,600.00
Extension No. 1	17-0020	1-4-2017	\$1,175,274.00
Amendment No. 2	20-0621	9-2-2020	\$ 74,660.00
Amendment No. 3	22-0364	5-18-2022	\$ 50,075.00
Amendment No. 4			\$ 25,300.00
Total Revised Amount			\$1,772,224.00

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

Contract Value: \$25,300.00
Prime Vendor: Hillsman, Inc.
Prime Status: African American Male Business Enterprise
Location: Atlanta, GA
County: Fulton County
Prime Value: \$25,300.00 or 100.00%

Total Contract Value: \$25,300.00 or 100.00%
Total Certified Value: \$25,300.00 or 100.00%

Exhibits Attached

Exhibit 1: Amendment No. 4 to Form of Contract
Exhibit 2: Contractor's Performance Report

Contact Information

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$406,315.00
Previous Adjustments: \$1,340,609.00
This Request: \$25,300.00
TOTAL: \$1,772,224.00

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:**

571-650-6500-L010-571POL

Key Contract Terms	
Start Date: Upon BOC Approval	End Date: Until Project Completion as Determine by th County
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating: 91

Would you select/recommend this vendor again?
Yes

Report Period Start: 1/1/2023
Report Period End: 8/25/2023

AMENDMENT NO. 4 TO FORM OF CONTRACT

Contractor: **Hillsman, Inc.**

Contract No. **11RFP78732K-NH, Furniture, Fixture, and Equipment (FF&E)
Consultant Services for the Fulton County Library System Capital
Improvement Program**

Address: **3000 Royal Boulevard South**
City, State **Alpharetta, GA 30022**

Telephone: **(678) 336-9119**

E-mail: [**edgarhillsman@hillsmaninc.com**](mailto:edgarhillsman@hillsmaninc.com)

Contact: **Edgar Hillsman,
President**

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with **Hillsman, Inc.** to provide Professional Consulting Services for Furniture, Fixtures and Equipment for the Fulton County Library System Capital Improvement Program (CIP), dated 17th day of November, 2011, on behalf of the Fulton County Library System; and

WHEREAS, the purpose for this amendment is to add additional services interior design, furniture selection, procurement of furniture and furnishings and installation of all procured items for Peachtree Library, MLK Library and East Point Library Expansion; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on **September 20, 2023, BOC Items #22-** .

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

This Amendment No. 4 to Form of Contract is effective as of the 20th day of September, 2023, between the County and **Hillsman, Inc.**, who agree that all Services specified will be performed in accordance with this Amendment No. 4 to Form of Contract and the Contract Documents.

SCOPE OF WORK TO BE PERFORMED: Request approval to amend the existing contract for Hillsman, Inc. to increase their fees for interior design services, furniture selection, FF&E documentation and procurement and installation of furniture and

furnishings for Library CIP projects – Peachtree Library, MLK, Jr. Library and East Point Library Expansion, due to fee and project scope increases. Hillsman will continue to work with the County’s selected Design/Build teams and representatives for the Library and Dream in the execution and delivery of the proposed additional services itemized below:

1. Peachtree Library Changes

- FF&E fee increase
- Increased FF&E Budget (added additional furniture items to scope)
- New Meeting Room included in renovation. FF&E planning and coordination required

Cost: **\$ 5,000.00**

2. MLK, Jr. Library Changes

- FF&E fee increase
- Increased FF&E Budget (added additional furniture items to scope)
- New Meeting/Children’s Craft Area included in renovation. FF&E planning and coordination required

Cost: **\$ 5,300.00**

3. East Point Library Expansion Changes

- FF&E fee increase
- Increased FF&E Budget (added additional furniture items to scope)
- New Meeting Room included in renovation. FF&E planning and coordination required
- New Study Room added and existing Study Room reconfigured
- New Teen Area
- New Children’s Storytime Room added
- Modifications to Adult Computer and Reading Area
- Modifications to Staff Workroom.
- New Staff Workroom furniture and layout
- Reconfiguration of Manager’s Office furniture

Cost: **\$15,000.00**

Total Cost: **\$25,300.00**

- 1.
2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed **\$25,300.00** (Twenty-five Thousand Three Hundred Dollars).
3. **LIABILITY OF COUNTY:** This Amendment No. 4 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. 4 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 4 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

CONSULTANT:

HILLSMAN, INC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Edgar Hillsman,
President

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

Joseph N. Davis, Director
Department of Real Estate and Ass
Management

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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Performance Evaluation Details

ID	E1
Project	Furniture, Fixture and Equipment (FF&E) Consultant Services
Project Number	11RFP78732K-NH
Supplier	Hillsman, Inc
Supplier Project Contact	Tameesha Taylor (preferred language: English)
Performance Program	Architectural and Engineering Services
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Draft
Evaluation Score	91

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - ARCHITECTURAL AND ENGINEERING 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

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

TECHNICAL SUPPORT DURING CONSTRUCTION

17/20

Rating

Excellent: Commendable. Contractor submissions are expedited on some occasions.

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

Hillsman, Inc. has been a tremendous asset and partner on the Library Capital Improvement Program. They have been easy to work with and a joy to consult with regarding library furniture, fixtures and equipment.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0633

Meeting Date: 9/20/2023

Department

Real Estate and Asset Management

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

Request approval to amend existing contract - Fulton County Library System, 11RFP78733K-NH, Wayfinding Design Services for the Library Capital Improvement Program (CIP), Phase II in the amount of \$7,400.00 with Page Southerland Page, Inc. (Atlanta, GA) to provide Wayfinding Programming, Design and Construction Administration Services for East Point Library. Effective upon approval; until projects are completed as determine by the County.

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

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 To amend existing contract to provide additional Wayfinding Design Services for East Point Library.

Scope of Work: The Fulton County Library System requests approval to amend the existing contract to provide additional Wayfinding Design Services for the East Point Library Expansion project.

Page Southerland Page, Inc. has provided and will continue to provide expertise, resources and experienced personnel necessary to develop wayfinding designs, cost estimating, budgets and coordination required to assist the Library System and the County with the graphic design of all wayfinding and identification signage required for all Phase II libraries. Additionally, Page Southerland Page, Inc. will provide Wayfinding Design and Construction Administration for the expanded East Point Library. Their Scope of Services will include the following:

Summary of Proposed Services:

1. East Point Library Expansion Wayfinding Signage
 - Programming and Schematic Design
 - Design Development
 - Design Intent Documentation
 - Construction Administration
2. Reimbursable Expenses

Community Impact: This request involves the renovation of libraries in communities throughout the County. The successful and timely renovation of each library will positively impact communities countywide.

Department Recommendation: The Fulton County Library System recommends approval of this request.

Project Implications: The cost of the requested service will be funded using Library Bond funds; therefore, it will not impact the County or Library operations.

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

Department Issues/Concerns: If this amendment is not approved, this will cause delay in providing additional Wayfinding Programming, Design and Construction Services for the East Point Library.

Contract Modification

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Award Amount	11-0901	10-5-2011	\$323,700.00
Amendment No. 1	14-0860	10-15-2014	\$ 15,000.00
Extension No. 1	17-0041	1-4-2017	\$349,000.00
Amendment No. 2 (Name Change)	18-0547	8-15-2018	\$ 0.00
Amendment No. 3	20-0707	10-7-2020	\$ 45,020.00
Amendment No. 4	22-0400	6-1-2022	\$ 49,600.00
Amendment No. 5 (Name Change)	23-0148	3-1-2023	\$ 0.00
Amendment No. 6			\$ 7,400.00
Total Revised Amount			\$789,720.00

Contract & Compliance Information

Contract Value: \$7,400.00
Prime Vendor: Page Southerland Page, Inc.
Prime Status: White Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Prime Value: \$7,400.00 or 100.00%

Total Contract Value: \$7,400.00 or 100.00%
Total Certified Value: \$7,400.00 or 100.00%

Exhibits Attached

Exhibit 1: Amendment No. 6 to Form of Contract
Exhibit 2: Contractor's Performance Report

Contact Information

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$323,700.00
Previous Adjustments: \$458,620.00
This Request: \$7,400.00
TOTAL: \$789,720.00

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

Agenda Item No.: 23-0633

Meeting Date: 9/20/2023

Funding Line 1:

571-650-6500-L010-571POL - 2010 Library Bond Capital,

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

Overall Contractor Performance Rating: 94

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/1/2023

Report Period End:
8/25/2023

AMENDMENT NO. 6 TO FORM OF CONTRACT

Contractor: **Page Southerland Page, Inc.**

Contract No. **11RFP78733K-NH, Wayfinding Design Services for the Fulton County Library System Capital Improvement Program Phase II (CIP)**

Address: **100 Peachtree Street NW, Mezzanine**
City, State **Atlanta, GA 30303**

Telephone: **(404) 524-2200**

E-mail: vprior@eypae.com

Contact: **Veronique Pryor,**
Principal

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with **Page Southerland Page, Inc.** to provide Wayfinding Design Services for Library Capital Improvement Program (CIP), Phase II, dated 28th day of March, 2017, on behalf of the Fulton County Library System; and

WHEREAS, the purpose for this amendment is to provide additional Wayfinding Design Services for East Point Library; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on September 20, **2023, BOC Items #.**

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

This Amendment No. 6 to Form of Contract is effective as of the day of , 2023, between the County and **Page Southerland Page, Inc.**, who agree that all Services specified will be performed in accordance with this Amendment No. 6 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To perform additional Wayfinding Design Services for the East Point Library Expansion project.

The Scope of Services include the following:

	Description of Service	Cost
1	East Point Library Expansion Wayfinding Signage	
	<ul style="list-style-type: none"> • Programming and Schematic Design • Design Development • Design Intent Documentation • Construction Administration 	\$7,200.00
2	Reimbursable Expenses	\$200.00
3	Total Cost	\$7,400.00

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed **\$7,400.00** (Seven Thousand Four Hundred Dollars and Zero Cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 6 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. 6 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 6 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

CONSULTANT:

PAGE SUTHERLAND PAGE, INC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Veronique Pryor,
Principal

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Office of the County Attorney

APPROVED AS TO CONTENT:

Notary Public

County: _____

Joseph N. Davis, Director
Department of Real Estate and Ass
Management

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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Performance Evaluation Details

ID	E1
Project	Wayfinding Design Services
Project Number	11RFP78733K-NH
Supplier	Page Southerland Page, Inc.
Supplier Project Contact	Cara Soh (preferred language: English)
Performance Program	Architectural and Engineering Services
Evaluation Period	08/10/2023 to 08/30/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Draft
Evaluation Score	94

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - ARCHITECTURAL AND ENGINEERING 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

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

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

TECHNICAL SUPPORT DURING CONSTRUCTION

20/20

Rating

Outstanding: Expedited and thorough review of Contractor submissions at all times.

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

Page Southerland Page, Inc. has been very professional, easy to work with and a pleasure to have on the team! Staff assigned to the project have consistently been capable, well informed and committed to excellence.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0634

Meeting Date: 9/20/2023

Department

Real Estate and Asset Management

Requested Action

Request approval to increase spending authority - Department of Real Estate and Asset Management, 22ITB134934C-MH, Moving Services in an amount not to exceed \$555,397.00 with Tuxedo Logistics, LLC dba Allied Commercial Services (Columbus, GA), to cover the costs to support Phase II for the relocation of Clerk of Superior Court, Sheriff's Office, Information Technology, DREAM, Police, and Marshal's Office to the County Central Warehouse. 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 *(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: This request to increase spending authority is to cover the costs to support of the Phase II relocation of several County agencies to the newly renovated Fulton County Central Warehouse.

Scope of Work: This contract furnishes all materials, parts, labor, tools, equipment, transportation,

and appurtenances necessary to provide moving services on an “as-needed” basis for Fulton County. The Phase I relocation involved the Department of Registrations and Elections and was performed by Beltman Relocation Group after an approval of an increase in spending authority of \$130,000.00 via Agenda Item #23-0172.

The scope of work also includes, but is not limited to:

1. Provide moving cost and timeline estimate for each moving project upon request.
2. Packing, loading, and unloading of shelving, file cabinets, boxes, and related office equipment when required.
3. Cleaning up after each phase of the move, this directly related to packing/unpacking.

Community Impact: None of which the Department is aware.

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

The project management is coordinated by the Department of Real Estate and Asset Management.

Project Implications: This increase will allow the Phase II relocation moves of several identified County agencies to the Fulton County Central Warehouse.

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

Department Issues/Concerns: If this increase spending authority is not approved, there will be a delay in the relocation of several County agencies.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0875	11/16/22	\$40,000.00
Increase Spending Authority No 1			\$555,397.00
Total Revised Amount			\$595,397.00

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

Contract Value: \$555,397.00

Prime Vendor: Tuxedo Logistics, LLC dba Allied Commercial Services

Prime Status: Non-Minority

Location: Columbus, GA

County: Muscogee County

Prime Value: \$555,397.00 or 100.00%

Total Contract Value: \$555,397.00 or 100.00%

Total Certified Value: \$0.00 or 0.00%

Exhibits Attached

Exhibit 1: Amendment No. 1 to Form of Contract

Exhibit 2: Cost Proposal

Exhibit 3: Contractor's Performance Report

Contact Information

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$40,000.00
Previous Adjustments: 0
This Request: \$555,397.00
TOTAL: \$595,397.00

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:**

500-520-5200-C601: Capital, Real Estate and Asset Management, Central Warehouse Buildouts-
\$555,397.00

Key Contract Terms	
Start Date: Upon on Approval	End Date: 12/31/2023

Agenda Item No.: 23-0634

Meeting Date: 9/20/2023

Cost Adjustment:	Renewal/Extension Terms:
-------------------------	---------------------------------

Overall Contractor Performance Rating: NA

Would you select/recommend this vendor again?

Yes

Report Period Start:
NA

Report Period End:
NA

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **Tuxedo Logistics, LLC, d/b/a Allied Commercial Services**

Contract No. **22ITB134934C-MH, Moving Services**

Address: **5427 Armour Road, Suite B**
City, State **Columbus, GA 31909**

Telephone: **(706) 573-5953**

E-mail: jeremy@alliedcommercialservices.com

Contact: **Jeremy Pritchett**
Managing Partner

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Tuxedo Logistics, LLC, d/b/a Allied Commercial Services, to provide Moving Services, dated 1st day of January 2023, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the purpose of this amendment is to increase the spending authority to cover the costs to support of the Phase II relocation of County agencies to the newly renovated Fulton County Central Warehouse located at 5600 Campbellton-Fairburn Road, Atlanta, GA 30212; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on September 6, 2023, BOC Items #23-.

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

This Amendment No. 1 to Form of Contract is effective as of the 6th day of September 2023, between the County and Tuxedo Logistics, LLC, d/b/a Allied Commercial Services, 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:** To provide moving services for the Phase II relocation of several County agencies to the Fulton County Central Warehouse located at 5600 Campbellton-Fairburn Road, Atlanta, GA 30312.
2. **COMPENSATION:** The services described under Scope of Work herein shall be

performed by Contractor for a total amount not to exceed \$555,397.00 (Five Hundred and Fifty-Five Thousand Three Hundred Ninety-Seven Dollars and Zero Cents).

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

CONSULTANT:

**TUXEDO LOGISTICS, LLC D/B/A/
ALLIED COMMERCIAL
SERVICES**

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Jeremy Pritchett,
Managing Partner

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Office of the County Attorney

APPROVED AS TO CONTENT:

Notary Public

County: _____

Joseph N. Davis, Director,
Department of Real Estate and Asset
Management

Commission Expires: _____

(Affix Notary Seal)

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

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

FROM: Joseph Davis, Director, DREAM *JD*

DATE: August 28, 2023

SUBJECT: Contractor's Performance Report – Allied Commercial Services – Moving Services

The Contractor listed below has not received an evaluation due to unavailability of assigned projects at this time. Once a project is assigned and completed, then, a complete performance evaluation will be done by the Department Representative (Project Manager).

PROJECT: Moving Services

PROJECT NO.: 21ITB134934C-MH

CONTRACTOR: Allied Commercial Services
5427 Armour Road, Suite B
Columbus, Georgia 31909

POC: Mr. Jeremy Pritchett

PHONE: (706) 573-5953

EMAIL: jeremy@alliedcommercialservices.com

If you have any questions, please contact Khandi Flowers (404) 612-7944.

JD/TD/JA/kf

C: Tim Dimond, DREAM Deputy Director
John Adams, DREAM Administrator
James Morehead, DREAM Building Services Manager
Valarie Tillman-Logan, Building Services Supervisor, DREAM
Harry Jordan, Contract Administrator, DREAM
Keith Johnson, DREAM Senior Project Manager

(1) Clerk of Superior Court Warehouse	\$155,702
(2) Fulton County Sheriff's Office Warehouse	\$ 32,925
(3) Fulton County Records Warehouse	\$264,760
(4) Fulton County IT Warehouse	\$ 2,871
(5) DREAM Warehouse	\$ 23,656
(6) Police Department Warehouse	\$ 21,775
(7) Marshal's Office	<u>\$ 1,930</u>
	\$503,619
	\$ 51,778 (addition for delivery/put back)
Total	\$555,397

(1) Office of the Superior Court Clerk Warehouse
1365 English Street, Atlanta GA

Option 1 – Delivery only

- 1) ACS to remove all boxed items, file cabinets, etc., from warehouse and deliver to new location
- 2) Approximately 80,000 boxes of records to be palletized and moved to new location
- 3) ACS to transport all forklifts, pallet jacks, equipment to new warehouse after completion of all contents being removed
- 4) ACS to deliver any necessary packing material for the staff (i.e., boxes, tape, etc.) prior to the move
- 5) Estimated timeframe for completion is approximately 50 working days

(2) Fulton County Sheriff's Office Warehouse
1365 English Street, Atlanta GA

Option 1 – Delivery only

- 1) ACS to remove all boxed items, pallets of inventory, file cabinets, etc., from warehouse and deliver to new location
- 2) ACS to move all items from storeroom where all clothing is kept (uniforms, etc.)
- 3) ACS to move sewing machines
- 4) ACS to transport all forklifts, pallet jacks & equipment to new warehouse after completion of all contents being removed
- 5) ACS to move shrink wrap machine to new warehouse
- 6) ACS to deliver any necessary packing material for the staff (i.e., boxes, tape, etc.) prior to the move
- 7) Estimated timeframe for completion is approximately 2-3 weeks

(3) Fulton County Records Warehouse
3037 Commerce Way, Atlanta GA

Option 1 – Delivery only

- 1) ACS to remove all boxed items, pallets of inventory, file cabinets, etc., from warehouse and deliver to new location
- 2) ACS to transport all forklifts, pallet jacks & equipment to new warehouse after completion of all contents being removed
- 3) ACS to deliver any necessary packing material for the staff (i.e., boxes, tape, etc.) prior to the move
- 4) Estimated timeframe for completion is approximately 90 working days

(4) Fulton County IT Warehouse
3037 Commerce Way, Atlanta GA

Option 1 – Delivery only

- 1) ACS to remove all boxed items, pallets of inventory, etc., from warehouse and deliver to new location
- 2) ACS to move all PC monitors (to be verified if we are moving)
- 3) ACS to transport all forklifts, pallet jacks & equipment to new warehouse after completion of all contents being removed
- 4) ACS to deliver any necessary packing material for the staff (i.e., boxes, tape, etc.) prior to the move
- 5) Estimated timeframe for completion is approximately 1-2 working days

(5) Fulton County D.R.E.A.M Warehouse
79 Milton Ave, Atlanta GA

Option 1 – Delivery only

- 1) ACS to move all items from warehouse and deliver to new location
- 2) ACS to transport all forklifts, pallet jacks, equipment to new warehouse after completion of all contents being removed
- 3) ACS to deliver any necessary packing material for the staff (i.e., boxes, tape, etc.) prior to the move
- 4) Estimated timeframe for completion is approximately 7 working days

(6) Fulton County Police Dept Warehouse
4701 Fulton Industrial Blvd, Atlanta GA

Option 1 – Delivery only

- 1) ACS to move all items (evidence) from warehouse and deliver to new location, to include upstairs items
- 2) ACS to move all items from the storage room located few miles down the road (different facility)
- 3) ACS to deliver any necessary packing material for the staff (i.e., boxes, tape, etc.) prior to the move
- 4) Estimated timeframe for completion is approximately 8-10 working days

(7) Fulton County Marshall's Office
136 Prior Street, Atlanta GA

Option 1 – Delivery only

- 1) ACS to move all items from storage room and deliver to new location
- 2) ACS to deliver any necessary packing material for the staff (i.e., boxes, tape, etc.) prior to the move
- 3) Estimated timeframe for completion is approximately 1 working day



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0635

Meeting Date: 9/20/2023

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

Request approval to increase spending authority - Department of Community Development, 22RFP026A-CJC, Housing Rehabilitation Program in the amount not to exceed \$662,401.00 with Meals on Wheels, Inc. (Atlanta, GA), to provide housing rehabilitation services including general program administration, marketing, customer relations, applicant screening and qualification, project management, contractor oversight, and reporting. Effective upon BOC approval.

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)*

Health and Human Services

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

The Department of Community Development ("Community Development") contract agreement with Meals on Wheels, Inc in the amount of \$864,254.61 (\$312,759.61 in CDBG grant funds and \$551,495.00 in HOME grant funds) to deliver owner-occupied housing rehabilitation was approved by the Board of Commissioners on January 18, 2023 (Agenda Item # 23-0031). The Owner-Occupied Rehabilitation Program is funded by Federal grant funds awarded to Fulton County by the U.S. Department of Housing and Urban Development (HUD). The implementing agency (Meals on Wheels) will administer the Owner-Occupied Rehabilitation Program and is responsible for executing all program activities in compliance with the adopted policies, procedures, and applicable HUD regulations. Community Development is responsible for general oversight of the program, which includes policy oversight and community relations issues associated with the program. The Fulton

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

Scope of Work: The additional \$662,401 in General Funds provides the Agency with flexibility to serve all constituents throughout Fulton County. Currently, the program is funded using Federal Funds, which limits areas in the County that can be serviced. The Owner-Occupied Rehabilitation Program provides a mechanism for eligible homeowners to bring their eligible houses into compliance with local codes and provide safe, decent housing for lower-income individuals. Program funds are issued to contractors that perform specified repairs to the dwellings of eligible homeowners.

Community Impact: Community Development, through Meals on Wheels, will be able to deliver quality housing improvement services to Fulton County constituents.

Department Recommendation: The Department of Community Development recommends this Board action which will allow home repair services to be extended to Fulton County homeowners who may have been disqualified due to federal eligibility requirements.

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

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

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

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0031	1-18-2023	\$864,254.61
Amendment No. 1			\$662,401.00
Total Revised Amount			\$1,526,655.61

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

Contract Value: \$662,401.00

Prime Vendor: Meals on Wheels, Inc.
Prime Status: Non-Profit
Location: Atlanta, GA
County: Fulton County
Prime Value: \$662,401.00 or 100.00%

Total Contract Value: \$662,401.00 or 100.00%
Total Certified Value: Non-Profit

Exhibits Attached

Exhibit 1: Vendor Performance Report

Exhibit 2: Amendment Agreement No. 1

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

Nathan Simms, Federal Programs Division Manager, 404-612-8077

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$864,254.61

Previous Adjustments: \$0.00

This Request: \$662,401.00

TOTAL: \$1,526,655.61

Grant Information Summary

Amount Requested:

☐ Cash

Match Required:

☐ In-Kind

Start Date:

☐ Approval to Award

End Date:

☐ Apply & Accept

Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

100-121-18HR-V109: General Fund, Community Development, Housing Rehab \$662,401.00

Funding Line 2:

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

Funding Line 3:

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

Funding Line 4:

461-121-HM19-V111: Home Investment Partnership Program, Housing Rehab \$215,125.00

Funding Line 5:

461-121-HM20-V111: Home Investment Partnership Program, Housing Rehab \$200,000.00; Funding Line 6: 461-121-HM21-V111: Home Investment Partnership Program, Housing Rehab \$136,370.00

Key Contract Terms

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

Overall Contractor Performance Rating: 91

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/18/2023

Report Period End:
6/30/2023

Performance Evaluation

Project Details

Notification Email	Default
Additional Recipients	N/A
Include notification issuer as an additional recipient	N/A
Project Name	Fulton County Housing and Rehabilitation Program
Project Number	22RFP026A-CJC
Supplier	Meals On Wheels Atlanta
Supplier Project Contact	Laura Ernst (preferred language: English)
Performance Program	Professional Services
Evaluation Period	01/01/2023 to 06/30/2023
Effective Date	08/30/2023

Performance Evaluation Details

ID	E1
Evaluation Score	91
Evaluation Type	Formal
Publication Date	08/30/2023 10:04 AM EDT
Published By	Mia Redd

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

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

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: Meals on Wheels of Atlanta, Inc

Contract No. 22RFP026A-CJC

Address: 1705 Commerce Drive NW
Atlanta, Georgia 30318

Telephone: (404) 351-3889

E-mail: ccrusoeingram@mowatl.org

Contact: Charlene Crusoe-Ingram
Chief Executive Officer

W I T N E S S E T H

WHEREAS, pursuant to Agenda Item 23-0031, Fulton County ("County"), on behalf of the Department of Community Development, entered into a Contract with Meals on Wheels Atlanta, Inc. in connection with 22RFP026A-CJC to provide home rehabilitation services in an amount not to exceed \$864,254.61 for low to moderate-income citizens in the geographic boundaries of unincorporated Fulton County, dated January 18, 2023; and

WHEREAS, the Department of Community Development, has requested an an increase in spending authority in a total amount not to exceed \$1,526,656.61 for the Housing Rehabilitation Program with Meals on Wheels Atlanta, Inc. to provide housing rehabilitation services including general program administration, marketing, customer relations, applicant screening and qualification, project management, contractor oversight, and reporting; and

WHEREAS, this increase in spending authority includes an additional \$662,401 in General Funds; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on _____, 2023 BOC# _____.

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 _____ 2023, between the County and Meals on Wheels Atlanta, Inc., 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:** The additional \$662,401 in General Funds provides the Agency with flexibility to serve all constituents throughout Fulton County. Currently, the program is funded using Federal Funds, which limits areas in the County that can be serviced. The Owner-Occupied Rehabilitation Program provides a mechanism for eligible homeowners to bring their eligible houses into compliance with local codes and provide safe, decent housing for lower-income individuals. Program funds are issued to contractors that perform specified repairs to the dwellings of eligible homeowners.
2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$1,526,655.61, which includes an additional \$662,401 in General Funds.
3. **PAYMENT:** The additional \$662,401 in General Funds must be expended by December 31, 2023. The remainder (\$864,254.61) of the original Contract funding is grant funding. Payment of this grant funding shall coincide with the performance of services during the original Contract term, which started January 18, 2023 and shall end on December 31, 2024.
4. **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.
5. **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

CONSULTANT:

MEALS ON WHEELS ATLANTA, INC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Charlene Crusoe-Ingram
Meals on Wheels Atlanta, Inc.

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Carla Geeter
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

Stanley Wilson, Director
Department of Community Development

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.: 23-0636

Meeting Date: 9/20/2023

Department

Public Works

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

Request approval of lowest responsible bidder - Public Works, 23ITB139005A-JWT Standby Utility Pavement Patching & Paving Services in an amount not to exceed \$300,000.00 with the K&E Group USA LLC (Atlanta, GA), to provide standby utility pavement patching and paving services effective 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 1202-373, all competitive sealed bids of more than \$100,000 shall be forwarded to the Board of Commissioners for approval.

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: The Department of Public Works recommends approval of the lowest responsible bidder, the K&E Group USA LLC, to provide standby utility pavement patching and paving services.

Scope of Work: To provide standby utility pavement patching and paving services for small pavement patching projects repairing pavement damaged by water and sewer maintenance, installation, and repair that total less than 8 square yards. The work will consist of providing all labor, equipment, and materials necessary for the construction, installation, and emergency repair of, among other things, streets, sidewalks, curbs and gutters, and other pavement within Fulton County.

The work includes providing an emergency paving repair crew on an as-needed basis. All work shall be in conformance with the contract documents, drawings, and Fulton County standards and specifications. The location of the work will be in various locations throughout Fulton County.

Community Impact: This contract will impact the community by providing patching to pavement damaged by water and sewer maintenance, installations, and repairs.

Department Recommendation: The Department of Public Works recommends approval.

Project Implications: This service ensures the immediate repair of damaged pavement and pavement patching in locations throughout Fulton County.

Community Issues/Concerns: The Department of Public Works is not aware of any Community issues or concerns.

Department Issues/Concerns: No issues or concerns have been raised by the Department of Public Works regarding the proposed low bidder.

Contract Modification: New Procurement

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

Total Contract **\$300,000.00**

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

Prime Vendor: **K & E Group USA LLC**

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

Location: Atlanta, GA

County: Fulton County

Prime Value: \$225,000.00 or 75.00%

Subcontractor: **Kemi Construction**

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

Location: College Park, GA

County: Fulton County

Contract Value: \$75,000.00 or 25.00%

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

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

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

Exhibit 1: Recommendation Letter

Exhibit 2: Bid Tabulation Sheet

Exhibit 3: Contractor Performance Report

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

Wyvern Budram, Traffic Operations Manager, Public Works, 404-612-2249

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$300,000.00
TOTAL: \$300,000.00

Grant Information Summary

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

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

203-540-5400-W053: Water & Sewer R & E, Public Works

Key Contract Terms	
Start Date: Upon execution	End Date: 12/31/2023
Cost Adjustment:	Renewal/Extension Terms: 2 renewal options

Overall Contractor Performance Rating: 3.40

Would you select/recommend this vendor again?

Yes

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

Agenda Item No.: 23-0636


Meeting Date: 9/20/2023

1/1/2023

3/6/2023

**DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM**



TO: Felicia Strong-Whitaker, Purchasing
FROM: David Clark, Director 
DATE: July 2, 2023
SUBJECT: 23ITB139005A-JWT - Standby Utility Pavement Patching
& Paving Services

On June 16, 2023, the Department of Purchasing opened the subject quote. There were 2 responses. The K&E Group USA LLC 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, The K&E Group USA LLC., in the amount not to exceed \$300,000.00.

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

cc: Wyvern Budram, Traffic Operations Mgr., Public Works
Gerald Pace, Deputy Director, Administration, Public Works
Andrenette Whitlow, Material Management Mgr., Public Works
Mark Hawks, Chief Assistant Purchasing Agent, Purchasing

23ITB139005A-JWT - Standby Utility Pavement Patching and Paving Services			VENDOR NAME		VENDOR NAME	
			K & E Group USA LLC		DAF Concrete Inc	
			ADDRESS		ADDRESS	
			3137 Daleview Way Atlanta, GA 30331		9160 Turner Road Jonesboro, GA 30236	
			TELEPHONE:		TELEPHONE	
			770-906-2157		770-629-4036	
			CONTACT:		CONTACT:	
			Kemi Inegbedion (President)		Antonio Sanchez (President)	
ITEM DESCRIPTION	UNIT	QTY	UNIT \$	TOTAL	UNIT \$	TOTAL
CONTRACTOR MOBILIZATION / DEMOLILIZATION For						
Projects less than \$25,000	10	Each	\$ 2,000.00	\$ 20,000.00	\$ 25,000.00	\$ 250,000.00
For Projects \$25,000 to \$75,000	5	Each	\$ 2,500.00	\$ 12,500.00	\$ 25,000.00	\$ 125,000.00
For Projects more than \$75,000	5	Each	\$ 3,500.00	\$ 17,500.00	\$ 75,000.00	\$ 375,000.00
DRIVEWAY AND ROAD REPAIR AND REPLACEMENT						
Utility Patch Repair	20	Each	\$ 575.00	\$ 11,500.00	\$ 3,000.00	\$ 60,000.00
Gravel Driveway Replacement	50	Square Yard	\$ 50.00	\$ 2,500.00	\$ 100.00	\$ 5,000.00
Asphalt Driveway Replacement	60	Square Yard	\$ 35.00	\$ 2,100.00	\$ 150.00	\$ 9,000.00
Concrete Driveway – Residential	100	Square Yard	\$ 60.00	\$ 6,000.00	\$ 180.00	\$ 18,000.00
Concrete Driveway – Commercial	100	Square Yard	\$ 75.00	\$ 7,500.00	\$ 180.00	\$ 18,000.00
Concrete Sidewalk	400	Square Yard	\$ 15.00	\$ 6,000.00	\$ 140.00	\$ 56,000.00
Type A Wheelchair Ramp	10	Each	\$ 250.00	\$ 2,500.00	\$ 2,800.00	\$ 28,000.00
Type B Wheelchair Ramp	10	Each	\$ 250.00	\$ 2,500.00	\$ 2,800.00	\$ 28,000.00
Type C Wheelchair Ramp	10	Each	\$ 250.00	\$ 2,500.00	\$ 3,200.00	\$ 32,000.00
Type D Wheelchair Ramp	10	Each	\$ 250.00	\$ 2,500.00	\$ 3,500.00	\$ 35,000.00
24-inch Concrete Curb and Gutter	200	Linear Foot	\$ 25.00	\$ 5,000.00	\$ 40.00	\$ 8,000.00
30-inch Concrete Curb and Gutter	200	Linear Foot	\$ 27.00	\$ 5,400.00	\$ 50.00	\$ 10,000.00
Granite Curb	100	Linear Foot	\$ 50.00	\$ 5,000.00	\$ 40.00	\$ 4,000.00
Single-wing Catchbasin Top	25	Each	\$ 500.00	\$ 12,500.00	\$ 2,000.00	\$ 50,000.00
Double-wing Catchbasin Top	25	Each	\$ 750.00	\$ 18,750.00	\$ 2,500.00	\$ 62,500.00

23ITB139005A-JWT - Standby Utility Pavement Patching and Paving Services			VENDOR NAME		VENDOR NAME	
			K & E Group USA LLC		DAF Concrete Inc	
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			3137 Daleview Way Atlanta, GA 30331		9160 Turner Road Jonesboro, GA 30236	
			TELEPHONE:		TELEPHONE	
			770-906-2157		770-629-4036	
			CONTACT:		CONTACT:	
			Kemi Inegbedion (President)		Antonio Sanchez (President)	
Catchbasin with Casting with Hood – Type A Top	10	Each	\$ 750.00	\$ 7,500.00	\$ 1,800.00	\$ 18,000.00
Type E with Hood Drop Inlet Top	10	Each	\$ 650.00	\$ 6,500.00	\$ 2,000.00	\$ 20,000.00
Adjust Existing Manhole Cover to Grade	10	Each	\$ 280.00	\$ 2,800.00	\$ 500.00	\$ 5,000.00
Adjust Existing Precast Manhole	20	Each	\$ 250.00	\$ 5,000.00	\$ 50.00	\$ 1,000.00
Adjust Existing Brick Manhole	5	Each	\$ 800.00	\$ 4,000.00	\$ 1,500.00	\$ 7,500.00
Valve Adjustment in Pavement	20	Each	\$ 250.00	\$ 5,000.00	\$ 500.00	\$ 10,000.00
Asphalt Pavement Removal and Replacement (Type A Cut Repair)	200	Square Yard	\$ 45.00	\$ 9,000.00	\$ 140.00	\$ 28,000.00
Asphalt Pavement Removal and Replacement (Type C Cut Repair)	1,000	Square Yard	\$ 25.00	\$ 25,000.00	\$ 140.00	\$ 140,000.00
Road Surface Milling, Less than 50 SY	1,000	Square Yard	\$ 5.00	\$ 5,000.00	\$ 14.00	\$ 14,000.00
Road Surface Milling, 50 SY to 200 SY	2,000	Square Yard	\$ 4.00	\$ 8,000.00	\$ 14.00	\$ 28,000.00
Road Surface Milling, 200 SY to 5,000 SY	2,000	Square Yard	\$ 3.00	\$ 6,000.00	\$ 14.00	\$ 28,000.00
Road Surface Milling, More than 5,000 SY	5,000	Square Yard	\$ 3.00	\$ 15,000.00	\$ 14.00	\$ 70,000.00
Road Surface Overlay, Less than 50 SY	1,000	Square Yard	\$ 5.00	\$ 5,000.00	\$ 150.00	\$ 150,000.00
Road Surface Overlay, 50 SY to 200 SY	2,000	Square Yard	\$ 4.00	\$ 8,000.00	\$ 150.00	\$ 300,000.00
Road Surface Overlay, 200 SY to 5,000 SY	2,000	Square Yard	\$ 4.00	\$ 8,000.00	\$ 100.00	\$ 200,000.00
Road Surface Overlay, More than 5,000 SY	5,000	Square Yard	\$ 3.00	\$ 15,000.00	\$ 100.00	\$ 500,000.00
4- or 5- Std. DOT Striping - Paint	200	Linear Foot	\$ 1.00	\$ 200.00	\$ 4.00	\$ 800.00
4- or 5- Std. DOT Striping – Thermoplastic	200	Linear Foot	\$ 2.00	\$ 400.00	\$ 4.00	\$ 800.00
Std. DOT Stop Bar – Paint	100	Linear Foot	\$ 5.00	\$ 500.00	\$ 150.00	\$ 15,000.00
Std. DOT TYPE 1 Turn Arrow – Thermoplastic	50	Linear Foot	\$ 6.00	\$ 300.00	\$ 40.00	\$ 2,000.00

23ITB139005A-JWT - Standby Utility Pavement Patching and Paving Services			VENDOR NAME		VENDOR NAME	
			K & E Group USA LLC		DAF Concrete Inc	
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			3137 Daleview Way Atlanta, GA 30331		9160 Turner Road Jonesboro, GA 30236	
			TELEPHONE:		TELEPHONE	
			770-906-2157		770-629-4036	
			CONTACT:		CONTACT:	
			Kemi Inegbedion (President)		Antonio Sanchez (President)	
Std. DOT TYPE 1 Turn Arrow – Paint	50	Each	\$ 25.00	\$ 1,250.00	\$ 400.00	\$ 20,000.00
Std. DOT TYPE 2 Turn Arrow – Thermoplastic	50	Each	\$ 27.00	\$ 1,350.00	\$ 400.00	\$ 20,000.00
Std. DOT TYPE 2 Turn Arrow – Paint	50	Each	\$ 25.00	\$ 1,250.00	\$ 400.00	\$ 20,000.00
Std. DOT Symbol – ONLY - Paint	30	Each	\$ 25.00	\$ 750.00	\$ 400.00	\$ 12,000.00
Std. DOT Symbol – ONLY - Thermoplastic	30	Each	\$ 27.00	\$ 810.00	\$ 400.00	\$ 12,000.00
Std. DOT 6 x 40 Quadrupole Loop	20	Each	\$ 150.00	\$ 3,000.00	\$ 8,000.00	\$ 160,000.00
TRAFFIC CONTROL DOT Plastic Road Barrier Std.	20	Each/Day	\$ 7.00	\$ 140.00	\$ 2,500.00	\$ 50,000.00
MUTCD Std. Safety Barrel	40	Each/Day	\$ 4.00	\$ 160.00	\$ 3,000.00	\$ 120,000.00
Police Cruiser	20	Hour	\$ 80.00	\$ 1,600.00	\$ 200.00	\$ 4,000.00
Certified Flagman	40	Hour	\$ 25.00	\$ 1,000.00	\$ 30.00	\$ 1,200.00
Light Plant	40	Hour	\$ 75.00	\$ 3,000.00	\$ 200.00	\$ 8,000.00
TRAFFIC CONTROL Electronic Message Board	5	Each/Day		\$ 275.00	\$ 1,000.00	\$ 5,000.00
EROSION AND SEDIMENT CONTROL Construction Exit	5	Each	\$ 1,500.00	\$ 7,500.00	\$ 1,000.00	\$ 5,000.00
Reinforced Silt Fence Type S	300	Linear Foot	\$ 3.50	\$ 1,050.00	\$ 3.00	\$ 900.00
Hay Bale Check Dams	30	Each	\$ 10.00	\$ 300.00	\$ 10.00	\$ 300.00
Inlet Sediment Traps	10	Each	\$ 150.00	\$ 1,500.00	\$ 150.00	\$ 1,500.00
Pigs-in-Blanket	10	Each	\$ 350.00	\$ 3,500.00	\$ 100.00	\$ 1,000.00
Tree Protection Fence	300	Linear Foot	\$ 1.00	\$ 300.00	\$ 2.00	\$ 600.00
Temporary Seeding	1,000	Square Yard	\$ 2.50	\$ 2,500.00	\$ 1.00	\$ 1,000.00
Permanent Seeding	1,000	Square Yard	\$ 1.00	\$ 1,000.00	\$ 1.50	\$ 1,500.00

23ITB139005A-JWT - Standby Utility Pavement Patching and Paving Services			VENDOR NAME		VENDOR NAME	
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			CONTACT:		CONTACT:	
			Kemi Inegbedion (President)		Antonio Sanchez (President)	
Sod Grassing	1,000	Square Yard	\$ 10.00	\$ 10,000.00	\$ 1.50	\$ 1,500.00
OWNER CONTROLLED CONTINGENCY				\$ 50,000.00		\$ 50,000.00
Owner Controlled Contingency						
GRAND TOTAL:			\$370,685.00		\$3,207,100.00	
BIDS MAILED			NO RESPONSE:		ASSISTANT PURCHASING AGENT:	
BIDS RECEIVED:			NO-BIDS:		CHIEF ASSISTANT:	
					DEPT. AUTHORIZATION:	




**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
6/1/2022	3/6/2023	3/7/2022	3/6/2023
Purchaser Order Number		Purchase Order Date	
22KM00005A		3/7/2022	
Department			
Public Works			
Bid Number		Service Commodity	
		Paving and Patching	
Contractor			
The K&E Group			
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 quality of work observed by Public Works performed by The K&E Group in the past has met expectations.	
<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	Contractor on numerous occasions have provided adequate timelines that have been followed through on. No concerns have been raised to the timeliness of performance of work.	
<input type="radio"/>	1		
<input type="radio"/>	2		
<input type="radio"/>	3		
<input checked="" type="radio"/>	4		

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	Fulton County and The K&E Group have had a long standing relationship. Numerous projects in the past have shown the importance of the relations between the county and The K&E Group.
<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	Projects have been completed to County standards.
	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	Key personnel have indicated that they are skilled and knowledgeable of the projects they are tasked to complete.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	3.40	Date	7/28/2023
Would you select/recommend this vendor again?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Rating completed by:	Jonathan Gauthier		
Department Head Name:	David Clark		
Department Head Signature			

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

Submit

Print

Save



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0637

Meeting Date: 9/20/2023

Department

Public Works

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

Request approval to increase spending authority - Public Works Department, 20RFP126602K-BKJ Building Code Administration Services, Construction Management Services and Planning Services in an amount not to exceed \$80,000.00 with NOVA Engineering and Environmental, LLC (Kennesaw, GA) to provide building code administration services, construction management services and planning services. 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)*

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

The Department of Public Works recommends approval to increase spending authority contract with NOVA Engineering and Environmental, LLC to provide building code administration services, construction management services and planning services.

Scope of Work: The contract allows for a consultant to provide building code administration,

construction management, and planning services associated with new development and redevelopment activity within the Fulton Industrial District area of unincorporated Fulton County and sanitary sewer inspection services throughout South Fulton. This contract provides building code administration services on an as-needed basis for the five following functional areas: administration, inspections of commercial buildings, inspections of residential buildings, commercial plan review, and residential plan review. This contract provides construction management services for the following functional areas: Engineering Review for Land Development, Site Development/Infrastructure Inspections, and Municipal Separate Storm Sewer System (MS4) and Local Issuing Authority (LIA) Compliance and Program Administration.

This contract ensures that all new development is in compliance with Best Management Practices (BMPs), complies with all County, State, and Federal soil and erosion controls standards, and complies with all appropriate rules and regulations governing development and construction as regulated by Fulton County. This contract will also ensure that all roadway and associated infrastructure improvements constructed within the Fulton County right of way and public utility easements meet County, State, and Federal Standards. Finally, this contract will ensure that the state MS4 and Local Issuing Authority obligations of Fulton County are met.

The Planning and Zoning program ensures that growth is orderly and in conformance with the County's Comprehensive Plan, the Fulton County Zoning Resolution, and other State and Federal Ordinances and Codes. Approval will allow the County to provide professional planning services as required by the State of Georgia's Zoning Procedures Law until such time as the planning and zoning functions are no longer needed within the Fulton Industrial District.

The 2023 renewal contract with NOVA Engineering and Environmental, LLC was approved by the BOC on November 16, 2022 as agenda item #22-0862 for an amount not to exceed \$150,000.00. During a mid-year review of the contract and contractor's performance, additional funds were identified to be needed to cover the increase in permitting activity and sanitary sewer inspections in the South Fulton area. Therefore, Public Works is requesting the increase in spending authority.

Community Impact: This contract ensures that all new development and redevelopment activity within the Fulton Industrial District of unincorporated Fulton County will meet all necessary local, state, and federal requirements. Additionally, it allows for the new sanitary sewer systems to be constructed to local standards.

Department Recommendation: The Department requests approval.

Project Implications: Contracting these services will allow the Department of Public Works to provide broader, more timely and efficient services to our customers.

Community Issues/Concerns: There are no known community issues or concerns with the approval of this contract.

Department Issues/Concerns: The Department of Public Works does not have any concerns with the approval of this contract.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	20-0992	12/16/2020	\$390,000.00
1st Renewal	21-0826	10/20/2021	\$390,000.00
2 nd Renewal	22-0862	11/16/2022	\$150,000.00
Increase Spending Authority		9/6/2023	\$80,000.00
Total Revised Amount			\$1,010,000.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)***Contract Value:** \$80,000.00**Prime Vendor:** NOVA Engineering & Environment, LLC**Prime Status:** Non-Minority**Location:** Kennesaw, GA**County:** Cobb County**Prime Value:** \$80,000.00 or 100.00%**Total Contract Value:** \$80,000.00 or 100.00%**Total Certified Value:** \$0.00 or 0.00%**Exhibits Attached**

Exhibit 1: Amendment Agreement Form

Exhibit 2: Contractor Performance Report

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

David Clark, Director, Public Works 404-612-2804

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Agenda Item No.: 23-0637

Meeting Date: 9/20/2023

Original Approved Amount: \$150,000.00
Previous Adjustments: \$0.00
This Request: \$80,000.00
TOTAL: \$230,000.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5453-1160: Water and Sewer R&E, Public Works, Professional Services - \$80,000.00

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

Overall Contractor Performance Rating: 82

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/1/2023

Report Period End:
6/30/2023

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **NOVA Engineering and Environmental**

Contract No. **20RFP126602K-BKJ Building Code Administration Services
Construction Management Services and Planning Services**

Address: **3900 Kennesaw 75 Parkway, Suite 100**
City, State **Kennesaw, GA 30144**

Telephone: **770-425-0777**

E-mail: swillenborg@usanova.com

Contact: **J. Stephen Willenborg, PE**
Contract Manager

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with NOVA Engineering and Environmental, LLC to provide Building Code Administration Services, Construction Management Services, and Planning Services, dated 12/16/2020 on behalf of the Public Works Department; and

WHEREAS, the Public Works Department is seeking an increase in spending authority for Nova Engineering and Environmental, LLC under the referenced contract; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on September 6, 2023, BOC Item #23-.

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

This Amendment No. 1 to Form of Contract is effective as of the 6th day of September 2023, between the County and Nova Engineering and Environmental, LLC, 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:** To provide Building Code Administration Services, Construction Management Services, and Planning Services.
2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by the Contractor for a total amount not to exceed \$80,000.00 with Nova

Engineering and Environmental, LLC (Kennesaw, GA). This action will bring the total contract value to \$230,000.00.

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

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

NOVA ENGINEERING AND ENVIRONMENTAL, LLC

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

J. Stephen Willenborg, PE

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

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

Commission Expires: _____

(Affix Notary Seal)

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

Performance Evaluation Details

ID	E1
Project	Building Code Administration Services, Const.
Project Number	20RFP126602K-BKJ
Supplier	NOVA Engineering & Environmental
Supplier Project Contact	Audra Sabin (preferred language: English)
Performance Program	Professional Services
Evaluation Period	01/01/2023 to 06/30/2023
Effective Date	08/31/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/31/2023 03:11 PM EDT
Completion Date	08/31/2023 03:11 PM EDT
Evaluation Score	82

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

14/20

Rating

Satisfactory: Delivered on schedule or on approved amended schedule. Monitoring and forecasting of schedule as per Contract requirements.

Comments

Most reports and inspections are done timely. Occasional delays have been noticed and when pointed out quickly corrected.

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

Reports and inspections are thorough and meets our expectations.

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

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

Comments

Calls and emails are promptly returned.

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.: 23-0638

Meeting Date: 9/20/2023

Department

Public Works

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

Request approval to increase spending authority - Department of Public Works, 20ITB100620A-CJC, Small Water Meter Installation, in an amount not to exceed \$200,000.00 with Wade Coots Company (Austell, GA) to provide small water meter installation services in the North Fulton water service area. 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)*

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: This request is for an increase in spending authority for Wade Coots Company, Inc. (Austell, GA) to provide small water meter installation in the North Fulton water service area.

Scope of Work: The contract provides for small water meter installation in the North Fulton water service area. Wade Coots has performed at a level that has met the Department's expectations. The second renewal of the contract was approved on 12/7/2022, Item # 22-0931, for \$550,000,000. This

request for additional spending authority is necessary because the installation of new small meters is an ongoing activity that is fully dependent upon the development and needs of Fulton County water customers. Based on current conditions, it is anticipated that an additional 50 small meter services will be requested during the remainder of the year. Additionally, the cost of small meter installations has increased due to additional milling and paving requirements by the cities within the North Fulton water service area.

Community Impact: This contract ensures the North Fulton water system will continue to maintain expected levels of service and be able to provide potable water to new and existing businesses and residents within the service area.

Department Recommendation: The Department of Public Works recommends approval of this increase in spending authority.

Project Implications: The Department of Public Works' ability to maintain expected levels of service will be severely compromised without the approval of this item. This contract allows the Department to install small water meters in a timely manner. Delays would negatively impact new and existing customer requests within the service area.

Community Issues/Concerns: No community issues/concerns have been raised by constituents.

Department Issues/Concerns: The Department of Public Works has concerns should this item not be approved. The Public Works Department relies on this contract as the primary means for new small meter installation within the North Fulton water service area.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0137	2/17/2021	\$300,000.00
1st Renewal	21-0869	11/3/2021	\$300,000.00
Amendment No. 1	22-0641	9/7/2022	\$250,000.00
2 nd Renewal	22-0931	12/7/2022	\$550,000.00
Amendment No. 2			\$200,000.00
Total Revised Amount			\$1,600,000.00

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

Contract Value: \$200,000.00

Prime Vendor: Wade Coots Company, Inc.

Prime Status: Non-Minority

Location: Austell, GA

County: Cobb County

Prime Value: \$200,000.00 or 100.00%

Total Contract Value: \$200,000.00 or 100.00%

Agenda Item No.: 23-0638

Meeting Date: 9/20/2023

Total Certified Value: **-0-**

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

Exhibit 1: Amendment Form No. 2

Exhibit 2: Contractor Performance Report

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$300,000.00
Previous Adjustments: \$1,100,000.00
This Request: \$200,000.00
TOTAL: \$1,600,000.00

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:

203-540-5453-1160: Water & Sewer R & E, Public Works, Professional Services - \$200,000.00

Key Contract Terms	
Start Date: 1/1/2023	End Date: 12/31/2023
Cost Adjustment:	Renewal/Extension Terms: No renewal options remain

Overall Contractor Performance Rating: 82

Would you select/recommend this vendor again?

Yes

Report Period Start:
5/2/2023

Report Period End:
8/3/2023

AMENDMENT NO. 2 TO FORM OF CONTRACT

Contractor: **Wade Coots Company, Inc.**

Contract No. **20ITB100620A-CJC, Small Water Meter Installation**

Address: **174 Duncan Circle**
City, State **Hiram, Georgia 30141**

Telephone: **(770) 819-0601**

E-mail: mark.sutton@wadecootscompany.com

Contact: **W. Greg Coots**
Vice President

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Wade Coots Company, Inc, to provide small water meter installation dated February 17, 2021, on behalf of the Department of Public Works; and

WHEREAS, this increased spending authority will cover the cost for the procurement of small water meter installation for the North Fulton water service area, and avoid the delay in procuring these materials; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on September 20, 2023, **23-**.

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

This Amendment No. 2 to Form of Contract is effective as of the 20th day of September 2023, between the County and Wade Coots Company, Inc, who agree that all Services specified will be performed in accordance with this Amendment No. 2 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** This increased spending authority will provide for small meter installations and is necessary because new small meter installations are an ongoing activity that is fully dependent upon the development and needs of Fulton County water customers. At the beginning of 2022, it was estimated that small meter installations ranging from ¾ inch to 2 inches would total approximately 125 meters. Based on current conditions, it is

anticipated that an additional 100 meters will be requested for the remainder of the year. Additionally, increased costs of small meter installations have been experienced due to added milling and paving requirements by the cities within the North Fulton water service area.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by the Contractor for a total amount not to exceed the additional amount of \$200,000.00.
3. **LIABILITY OF COUNTY:** This Amendment No. 2 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. 2 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 2 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

CONSULTANT:

WADE COOTS COMPANY INC

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

W. Greg Coots
Vice President

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Office of the County Attorney

APPROVED AS TO CONTENT:

Notary Public

County: _____

David Clark, Director
Department of Public Works

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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Performance Evaluation Details

ID	E2
Project	Small Water Meter Installation
Project Number	20ITB100620A-CJC
Supplier	Wade Coots Company, Inc
Supplier Project Contact	Mark Sutton (preferred language: English)
Performance Program	Professional Services
Evaluation Period	05/03/2023 to 08/02/2023
Effective Date	08/07/2023
Evaluation Type	Formal
Interview Date	08/07/2023
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/07/2023 03:25 PM EDT
Completion Date	08/07/2023 03:25 PM EDT
Evaluation Score	82

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

Wade Coots has an excellent grasp on small meter installation.

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

Meter installations have been very prompt with no schedule problems.

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

N/A

COMMUNICATIONS AND CO-OPERATION

14/20

Rating

Satisfactory: Satisfactory response to the User Department's requests and changes; Consultant involved in developing solutions and ensures prompt and appropriate action.

Comments

Wade Coots field management underwent transition. This has been a satisfactory change with only minimal interruptions.

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

Wade Coots administrative staff is very quick to resolve invoicing discrepancies.

GENERAL COMMENTS

Comments

Not Specified



8/22/2023



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0639

Meeting Date: 9/20/2023

Department

Public Defender

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

Request approval of a MOU between Fulton County, on behalf of the Office of the Public Defender, and the United Way of Greater Atlanta in the amount of \$100,000.00 to support a select group of chronically homeless individuals released from the Fulton County Jail by providing transitional housing with case management. The MOU will be effective upon approval by the Board of Commissioners until December 31, 2023.

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

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

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

Justice and Safety

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: United Way of Greater Atlanta ("UWGA") will assist the Office of the Public Defender with support of a select group of chronically homeless individuals released from Fulton County Jail by providing transitional housing with case management. UWGA will also provide assistance to clients suffering with substance abuse and physical and or mental concerns, as well as placement of some clients with mental health or substance abuse issues in transitional facilities.

Scope of Work: Transitional housing with case management to a select group of chronically homeless individuals released from Fulton County Jail.

Community Impact: To assist clients with substance abuse and physical or mental health concerns with housing and assistance back into society.

Department Recommendation: To approve the partnership developed since 2015 by assisting clients who are not able to help themselves transition back into society.

Project Implications: Refer up to fifteen clients at a time for the housing program which equates to forty-five to sixty-five clients receiving help for the year.

Community Issues/Concerns: None

Department Issues/Concerns: None

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

New Procurement

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

N/A

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

Exhibit 1: 2023 MOU UWGA & Fulton Public Defender

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

Reiko Ward
Director, Litigation Support
Public Defender
404.613.2225

Contract Attached

Choose an item.

Previous Contracts

Choose an item.

Total Contract Value

Original Approved Amount: \$100,000.00
Previous Adjustments:

Agenda Item No.: 23-0639

Meeting Date: 9/20/2023

This Request: \$100,000.00
TOTAL: \$100,000.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

100-490-4900-1160 \$40,000.00

Funding Line 2:

100-490-BHIF-1160 \$60,000.00

Key Contract Terms	
Start Date: 1/1/2023	End Date: 12/31/2023
Cost Adjustment: \$100,000.00	Renewal/Extension Terms: 0 Year

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?
Yes

Report Period Start: Report Period End:



**Memorandum of Understanding between
United Way of Greater Atlanta
And
Fulton County and the Atlanta Circuit Public Defender's Office**

This Memorandum of Understanding ("MOU") develops an agreement between United Way of Greater Atlanta ("UWGA") and Fulton County, through the Atlanta Circuit Public Defender's Office ("Public Defender"), to support a select group of chronically homeless individuals released from Fulton County Jail by providing transitional housing with case management. The details of the agreement are listed below:

WHEREAS, the Public Defender's Alternative Sentencing Specialists provide assistance to clients suffering with substance abuse and physical or mental health concerns; and

WHEREAS, the Public Defender has encountered difficulties in placing some clients with mental health or substance abuse issues in transitional (or other) housing; and

WHEREAS, the UWGA provides, among other things, transitional housing placements and case management services for low-income individuals with mental health or substance abuse issues; and

WHEREAS, the Public Defender has successfully partnered with the UWGA since 2015 to provide transitional housing placement and case management services to dozens of Public Defender clients; and

WHEREAS, the Public Defender desires to continue and increase its partnership with the UWGA to provide valuable services to Public Defender clients; and

WHEREAS, the UWGA desires to continue its partnership with the Public Defender; and

WHEREAS, the costs of providing transitional housing placement and case management services to Public Defender clients are significantly lower than housing clients in jail.

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

ARTICLE 1: Services and Responsibilities of the Parties

1.1 Public Defender Responsibilities. The Public Defender will:

- Refer to the UWGA up to fifteen (15) clients at a time for the housing program.
- Refer clients that were chronically homeless prior to their entrance to jail.



Regional Commission on Homelessness

- Refer clients who are able to operate in a semi-independent, shared living situation.
- Assist UWGA's partner agencies to work through the logistics involved in referring a client.
- Contact the Director with UWGA to refer appropriate clients.
- Refrain from referring any clients with the following attributes:
 - convicted sex offender
 - convicted of murder
 - convicted felony gun charge
- Provide UWGA with a total of \$100,000.00 (the "Payment Amount") (from FY2023 Budget appropriation) within thirty (30) days of signing the MOU.

1.2 UWGA Responsibilities. UWGA and/or its partner agencies will:

- Coordinate the placement of forty-five (45) to sixty-five (65) appropriate Public Defender clients (up to 15 at a time) referred by the Public Defender to UWGA's partner agencies' transitional housing with case management.
- Provide feedback with placements and schedule frequent meetings with the Public Defender and partner agencies to evaluate program effectiveness.
- Select the partner agencies which will provide housing and case management for the project and coordinate referral placements.
- Assure clients appear in court when scheduled.
- Contact the Public Defender's Office Social Work Coordinator within one (1) business day of an individual being non-compliant with the house rules or other program requirements.
- Keep the Public Defender's Office Social Work Coordinator updated and informed on the client's progress for the period in which the client is in their transitional housing program.
- Notify the Public Defender's Office Social Work Coordinator immediately if an individual voluntarily leaves the residential facility ("drop out") against staff recommendations or is re-incarcerated.
- Notify the Public Defender's Office Social Work Coordinator at least 72 hours (3 days) **before** the partnering transitional housing provider discharges the individual from the home if an individual is consistently non-compliant, i.e. refusing to attend scheduled day service program, using drugs or alcohol on the premises, smoking in restricted areas, not taking their prescribed medications, etc.
- Will **immediately** notify the Public Defender's Office Social Work Coordinator once the UWGA is aware that a client has been verbally or physically abusive, which is grounds for their discharge from the program and potentially re-incarceration.

ARTICLE 2: General Terms

2.1 This MOU shall be effective upon execution and shall expire on December 31, 2023 unless amended in writing by both parties.



Regional Commission on Homelessness

2.2 The Public Defender shall maintain records related to all work under this MOU and shall make such records available to review upon request by United Way of Greater Atlanta.

2.3 This MOU incorporates all prior negotiations, interpretations, and understanding between the parties and is the full and complete expression of their agreement. Any change, alteration, deletion or addition to the terms set forth in this MOU must be by written amendment executed by all parties.

2.4 Any party may request modification to this MOU. If all parties agree to the proposed modifications, the UWGA shall prepare a document setting forth the changes. Upon execution of such document, the changes shall be in full force and effect.

ARTICLE 3: Termination

3.1. Notwithstanding any other provisions, the Public Defender may terminate this Agreement for its convenience on thirty (30) days' notice by a written notice to UWGA. If the Agreement is terminated for convenience by the Public Defender, as provided in this article, UWGA shall provide the Public Defender a partial refund of the Payment Amount for any services not completed.

IN WITNESS WHEREOF the parties hereto, acting by and through their duly authorized offices have caused their hands to be affixed on the ____ day of _____.

FULTON COUNTY, GEORGIA

ATTEST

Robert L. Pitts, Chairman
Fulton County Board of Commissioner

Tonya R. Grier, Clerk
Clerk to the Commission

APPROVED AS TO FORM:

County Attorney's Office

Maurice G. Kenner
Circuit Public Defender

UNITED WAY OF GREATER ATLANTA

Protip Biswas
Vice President



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0640

Meeting Date: 9/20/2023

Department

State Court

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

Request approval to increase spending authority - State Court, 22SS049A-KM, Substance Use Disorder ("SUD") Monitoring) in an amount not to exceed \$250,000.00 with Avertest, LLC dba Averhealth (Richmond, VA) to provide SUD monitoring services delivered via Aversys, a proprietary web-based application, drug testing services and products for the Fulton County DUI Treatment Court. Effective upon BOC approval through September 20, 2023.

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, 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)*

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: The contractor, Avertest, LLC, is responsible for providing drug testing services to the Fulton County DUI Treatment Court. Aversys is a proprietary web-based application that integrates individual client random selection and notification, same-gender directly observed sample collection, clinical laboratory analysis, results reporting and event notification, and other related activities.

Scope of Work: The drug testing services provide measurement-based systematic monitoring services for program participants and will foster coordination of care and supervision and help clients abstain from substance use and achieve stability within the community. The market demonstrates that the services sought are so unique that only one vendor can satisfy the program's requirements. It would require procuring these services from other service providers would require the coordination of multiple vendors to achieve a comparable level of client care. For example, there are service providers within Georgia that provide employment-related, non-observed sample-collection services but send samples to independent laboratories. There are labs that conduct testing in Georgia but do not provide directly observed sample collection services. Avertest, on the other hand, offers Fulton County both directly observed collections and our own lab testing, ensuring evidence-based practices and integrated services designed to help clients with SUD develop lasting healthy habits.

Community Impact: The Fulton County State DUI Treatment Court strengthens Fulton's County commitment and support of Accountability Courts, thereby aligning with the County's justice and safety plan.

Department Recommendation: The Fulton County State Court recommends approval.

Project Implications: The ability to utilize drug testing services is required to be in compliance with the Accountability Courts Best Practices/Standards and receive grant funds

Community Issues/Concerns: The ability to utilize drug testing services is required to be in compliance with the Accountability Courts Best practices/Standards and receive grant funds.

Department Issues/Concerns: The ability to utilize drug testing services is required to be in compliance with the Accountability Courts Best Practices/Standards and receive grant funds.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0687	09/21/22	\$180,000.00
Amendment No. 1 (Increase Spending Authority)			\$250,000.00
Total Revised Amount			\$430,000.00

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

Not Applicable

Exhibits Attached

Exhibit 1: Amendment No. 1 to Form of Agreement

Exhibit 2: Contractor Performance Report

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

Donald Talley , Chief Clerk/ Administrator

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount: \$180,000.00
Previous Adjustments: \$0.00
This Request: \$250,000.00
TOTAL: \$430,000.00

Grant Information Summary

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

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

100-420-JSTR-1464: General Fund, State Court-General, Lab Supplies \$250,000.00

Key Contract Terms	
Start Date: 1/1/2023	End Date: 9/20/2023
Cost Adjustment:	Renewal/Extension Terms:

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

Yes

Report Period Start: Report Period End:

Agenda Item No.: 23-0640

Meeting Date: 9/20/2023

1/1/2023

9/20/2023

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **Avertest, LLC dba Averhealth**

Contract No. **22SS049A-KM, Substance Use Disorder Monitoring**

Address: **2916 W. Marshall Street**
City, State **Richmond, VA 23230**

Telephone: **800-680-3106**

E-mail: **nrunge@averhealth.com**

Contact: **Nick Runge**
Director of Operations

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Avertest, LLC dba Averhealth to provide SUD monitoring services delivered via Aversys, a proprietary web-based application, drug testing services and products for the Fulton County DUI Treatment Court, dated September 21, 2023, on behalf of the State Court; and

WHEREAS, the County wishes to amend the existing contract to increase the spending authority; and

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

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

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 Avertest, LLC dba Averhealth, 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:** To provide SUD monitoring services delivered via Aversys, a proprietary web-based application, drug testing services and products for the Fulton County DUI Treatment Court.
2. **COMPENSATION:** The services described under Scope of Work herein shall be

performed by Contractor for a total amount not to exceed \$250,000.00 (Two Hundred Fifty Thousand Dollars and No Cents.

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. __ TO FORM OF CONTRACT:** Except as modified by this Amendment No. __ 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

CONTRACTOR:

**AVERTEST LLC DBA
AVERHEALTH**

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Nick Runge
Director of Operations

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

Donald Talley
Court Administrator/Clerk of Court
State Court of Fulton 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.: 23-0510

Meeting Date: 9/20/2023

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

Request approval of a Resolution to rescind a motion previously passed by the Board of Commissioners to refrain from taking any action regarding the composition of the Board of Ethics until certain matters are no longer pending before the Board of Ethics; and for other purposes.

(Pitts) (HELD ON 8/2/23)

1 **A RESOLUTION TO RESCIND A MOTION PREVIOUSLY PASSED BY THE**
2 **BOARD OF COMMISSIONERS TO REFRAIN FROM TAKING ANY ACTION**
3 **REGARDING THE COMPOSITION OF THE BOARD OF ETHICS UNTIL**
4 **CERTAIN MATTERS ARE NO LONGER PENDING BEFORE THE BOARD OF**
5 **ETHICS; AND FOR OTHER PURPOSES.**

6
7
8 **WHEREAS**, Fulton County, Georgia, (the "County") is a political subdivision of the
9 State of Georgia, existing as such under and by the Constitution, statutes, and laws of
10 the State; and

11 **WHEREAS**, pursuant to Fulton County Code of Ordinances ("FCC") § 2-80, there
12 is a Fulton County Board of Ethics ("BOE") which is responsible for receiving, hearing,
13 investigating, and making findings concerning complaints of violations of the County's
14 code of ethics; and

15 **WHEREAS**, pursuant to FCC § 2-80, the BOE shall consist of seven members, six
16 of whom shall be nominated by various organizations and subject to final appointment by
17 the County's Board of Commissioners ("BOC"), and one of whom shall be directly
18 nominated and appointed by the BOC; and

19 **WHEREAS**, a request for the BOC to make an appointment to the BOE appeared
20 on the March 1, 2023, Regular Meeting Agenda via Item 23-0137; and

21 **WHEREAS**, in lieu of voting to appoint a member to the BOE on March 1, 2023,
22 the BOC voted instead to refrain from taking any action regarding the composition of the
23 BOE until certain matters pending before the BOE were resolved; and

24 **WHEREAS**, the BOC desires to rescind this action and to proceed with the
25 appointment of BOE members.

26 **NOW THEREFORE, BE IT RESOLVED**, that the Fulton County Board of
27 Commissioners hereby rescinds its March 1, 2023, action to refrain from taking any action

1 regarding the composition of the Board of Ethics until certain pending matters are
2 resolved.

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

6 **SO PASSED AND ADOPTED** by the Board of Commissioners of Fulton County
7 this 2nd day of August 2023.

8
9 **FULTON COUNTY**
10 **BOARD OF COMMISSIONERS**
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14 _____
15 Robert L. Pitts, Chairman

16
17 **ATTEST:**

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20 _____
21 Tonya R. Grier, Clerk to the Commission
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23
24

25 **APPROVED AS TO FORM:**
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27
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29 _____
30 Y. Soo Jo, County Attorney
31
32
33



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0512

Meeting Date: 9/20/2023

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

Request approval of a Resolution requiring contracts or other written agreements to accompany agenda items appearing on the meeting agenda of the Board of Commissioners to uphold transparency in governance; providing exceptions for those contracts or agreements processed by the Department of Purchasing and Contract Compliance and for those excluded under the Georgia Open Meetings Act, or for emergency situations; and for other purposes. **(Thorne)**
(HELD ON 8/2/23, 8/16/23, AND 9/6/23)

1 **A RESOLUTION REQUIRING CONTRACTS OR OTHER WRITTEN AGREEMENTS TO**
2 **ACCOMPANY AGENDA ITEMS APPEARING ON THE MEETING AGENDA OF THE**
3 **BOARD OF COMMISSIONERS TO UPHOLD TRANSPARENCY IN GOVERNANCE;**
4 **PROVIDING EXCEPTIONS FOR THOSE CONTRACTS OR AGREEMENTS**
5 **PROCESSED BY THE DEPARTMENT OF PURCHASING AND CONTRACT**
6 **COMPLIANCE AND FOR THOSE EXCLUDED UNDER THE GEORGIA OPEN**
7 **MEETINGS ACT, OR FOR EMERGENCY SITUATIONS; AND FOR OTHER**
8 **PURPOSES.**

9
10 **WHEREAS**, Fulton County is required to consider and enter into a wide variety of
11 contracts or other written agreements in the normal course of its operation, including
12 personal service contracts, intergovernmental agreements, memoranda of
13 understanding, memoranda of agreement, and others, on a variety of subjects, including
14 public works, real estate, asset management, purchasing, and others; and

15 **WHEREAS**, pursuant to Fulton County Code ("FCC") § 101-66(a), the Board of
16 Commissioners holds meetings twice a month and the agenda for each meeting is
17 prepared by the Clerk to the Commission, in concert with the County Manager, and the
18 deadline for the submission of items for inclusion being 10:00 a.m. on the Friday prior to
19 a meeting; and

20 **WHEREAS**, pursuant to FCC § 101-66(a), a final copy of the agenda is distributed
21 to Commissioners, County Attorney, County Manager, appropriate staff, and the public
22 on 2:00 p.m. on the Friday preceding the scheduled meeting of the Board of
23 Commissioners; and

24 **WHEREAS**, there have been repeated instances of contracts and other written
25 agreements not being included with the agenda distributed to the public and
26 Commissioners on the Friday before Board meetings; and

27 **WHEREAS**, if a contract or agreement does not accompany or otherwise is not
28 included with the agenda item, their contents remain unavailable to the public, who may

1 desire to comment on the items, and to the members of the Board of Commissioners,
2 who must vote on the items; and

3 **WHEREAS**, when Purchasing and Contract Compliance presents an item on the
4 agenda, the agenda item summary contains pertinent information related to the contract
5 or other written agreement, including, but not limited to, the procurement methodology
6 utilized, the name of the proposed other contracting party, the term of the agreement, a
7 summary of the goods or services to be provided to the County, and the compensation to
8 be paid by the County under the contract or other written agreement; and

9 **WHEREAS**, a draft version of the contract or agreement is also included with each
10 purchasing solicitation issued by the Department of Purchasing and Contract Compliance
11 and all solicitations are available for review by the Board of Commissioners and the
12 general public as well as potentially interested vendors; and

13 **WHEREAS**, notwithstanding the above, the Board of Commissioners recognizes
14 that many of the purchasing contracts or agreements processed by the Department of
15 Purchasing and Contract Compliance on behalf of the County are draft agreements that
16 can only be finalized after the Board of Commissioners approves the County entering into
17 a contract or written agreement with another party and, therefore, cannot be included with
18 a published agenda; and

19 **WHEREAS**, the Board of Commissioners believes the interests of the citizens of
20 Fulton County are best served by upholding transparency regarding the nature of
21 proposed contracts or written agreements and by allowing the public to be aware of the
22 contents and terms of those contracts or agreements; and

1 **WHEREAS**, the Board of Commissioners finds that its citizens and members are
2 best served by requiring that all contracts or other written agreements, unless exempted,
3 must accompany the agenda items appearing on published agenda; and

4 **WHEREAS**, pursuant to the County's home rule powers found in the Constitution
5 of the State of Georgia, Art. 9, § 2 ¶ 1(a), the Board of Commissioners is authorized to
6 adopt reasonable ordinances, resolutions, or regulations relating to the County's affairs
7 for which no provision has been made by general law and which is not inconsistent with
8 the Constitution or any local law applicable thereto.

9 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
10 orders and directs that, except in the limited circumstances described below, all contracts
11 or other written agreements to be voted on or considered by the Board of Commissioners
12 at a scheduled meeting must accompany the agenda item and must appear on the
13 published agenda.

14 **BE IT FURTHER RESOLVED**, that the contract or other written agreement must
15 be provided to the Clerk's office and/or County Manager's office by 10 a.m. on the Friday
16 before the Board meeting at which it is to be considered so that the document will be
17 available for review with the published agenda.

18 **BE IT FURTHER RESOLVED**, that if a contract or other written agreement is not
19 included or provided timely, the agenda item cannot appear on the published agenda,
20 and must be removed by the Clerk to the Commission.

21 **BE IT FURTHER RESOLVED**, that the requirements of this Resolution shall not
22 apply in situations where a contract or agreement (i) cannot be provided because of an
23 emergency, as determined by a supermajority of the Board of Commissioners pursuant

1 to Fulton County Code § 101-66(b)(2), (ii) is exempt from public disclosure pursuant to
2 the Georgia Open Meetings Act, O.C.G.A. § 50-14-1, *et seq.*, or other legal authority, or
3 (iii) is a contract or agreement processed by the Department of Purchasing and Contract
4 Compliance.

5 **BE IT FURTHER RESOLVED**, that where a contract is not available to appear on
6 the published agenda due to an emergency circumstance, the Clerk to the Commission
7 shall ensure that the contract is made available to the public by placing the contract on
8 the published agenda at the next available meeting of the Board of Commissioners for
9 spreading on the meeting minutes; provided, however, that a fully executed contract may
10 also be provided to the public on request.

11 **BE IT FURTHER RESOLVED**, that nothing herein shall prevent the Clerk to the
12 Commission or a Department, where a contract is not presented on the published agenda
13 due to an emergency circumstance, from sharing an unexecuted draft of the contract with
14 a member of the Board of Commissioners upon request.

15 **BE IT FINALLY RESOLVED**, that this Resolution will take effect upon its adoption
16 and all resolutions and parts of resolutions in conflict with this Resolution are hereby
17 repealed to the extent of such conflict.

18 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
19 Georgia this 16th day of August, 2023.

20 **FULTON COUNTY**
21 **BOARD OF COMMISSIONERS**

22 **Sponsored by:**

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Bridget Thorne, Commissioner (District 1)
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ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0595

Meeting Date: 9/20/2023

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

Request approval of an Ordinance to amend Chapter 101 (General Provisions and County Governing Authority), Article II (County Governing Authority), Division 1 (Generally) of the Fulton County Code of Ordinances relating to budgetary controls for members of the Board of Commissioners by reducing the travel/conferences budget for members of the Board of Commissioners; and for other purposes. (Ellis) (HELD ON 9/6/2023)

1 **AN ORDINANCE TO AMEND CHAPTER 101 (GENERAL PROVISIONS AND COUNTY**
2 **GOVERNING AUTHORITY), ARTICLE II (COUNTY GOVERNING AUTHORITY),**
3 **DIVISION 1 (GENERALLY) OF THE FULTON COUNTY CODE OF ORDINANCES**
4 **RELATING TO BUDGETARY CONTROLS FOR MEMBERS OF THE BOARD OF**
5 **COMMISSIONERS BY REDUCING THE TRAVEL/CONFERENCES BUDGET FOR**
6 **MEMBERS OF THE BOARD OF COMMISSIONERS; AND FOR OTHER PURPOSES.**

7 **WHEREAS**, Fulton County's 2021-2025 Strategic Plan sets forth one of its six
8 strategic priorities as open and responsible government; and

9 **WHEREAS**, one of the greatest responsibilities of the members of the Board of
10 Commissioners is that of being good stewards of the public funds entrusted to them for
11 public use; and

12 **WHEREAS**, as stewards of public funds, the Board of Commissioners desires to
13 establish and maintain certain budgetary controls for its members and the administration
14 of their individual offices; and

15 **WHEREAS**, on October 16, 2002, the Board of Commissioners approved a
16 Resolution, otherwise known as the "Edwards Resolution," which established certain
17 budgetary controls, relating to the members of the Board of Commissioners and the
18 staffing and administration of their individual offices; and

19 **WHEREAS**, the Edwards Resolution is codified at Fulton County Code ("FCC") §
20 101-38; and

21 **WHEREAS**, on May 4, 2011, the Board of Commissioners approved a Resolution,
22 otherwise known as the "Eaves Resolution," which amended certain provisions of the
23 Edwards Resolution and certain budgetary controls, relating to the members of the Board
24 of Commissioners and the staffing and administration of their individual offices; and

25 **WHEREAS**, on December 19, 2018, the Board of Commissioners approved a
26 Resolution which amended subsection (d) of FCC § 101-38, relating to the members of

1 the Board of Commissioners and the annual travel budget allocated to each
2 Commissioner; and

3 **WHEREAS**, on April 17, 2019, the Board of Commissioners approved Resolution
4 19-0157 to provide authority to permit the personal staff of a vacated commission district
5 to remain employed to the extent needed to continue services for such vacated
6 commission district; and

7 **WHEREAS**, on May 4, 2022, the Board of Commissioners approved Resolution
8 22-0327, which amended FCC § 101-38, by creating and adding a new Subsection (f),
9 relating to miscellaneous limitations on the permissible uses of Commissioners' budgets
10 and County resources; and

11 **WHEREAS**, on August 17, 2022, as Agenda Item No. 22-0571, the Board of
12 Commissioners approved a Resolution rolling back the millage rate for all Fulton County
13 taxpayers from 9.33 mills to 8.87 mills; and

14 **WHEREAS**, on August 16, 2023, as Agenda Item No. 23-0545, the Board of
15 Commissioners approved a Resolution establishing a millage rate of 8.87 for all of Fulton
16 County taxpayers; and

17 **WHEREAS**, because of the lower millage rate approved, the Board of
18 Commissioners anticipates a significant reduction in the collection of funds for the
19 General Fund; and

1 **WHEREAS**, despite the anticipated loss of revenue to the County, the Board of
2 Commissioners remains committed to delivering quality services to the citizens of Fulton
3 County; and

4 **WHEREAS**, the County's budget line item number 1307 is specifically designated
5 for Travel/Conferences but, in the past, these funds could be used for other purposes;
6 and

7 **WHEREAS**, so as to assist the County in meeting the anticipated budget shortfalls
8 due to the reduced millage rate, the Board of Commissioners recognize that expenses
9 for budget item line number 1307 should be restricted to only Travel/Conference
10 expenses; and

11 **WHEREAS**, the Board of Commissioners finds it to be in the best interest of the
12 taxpayers of Fulton County to amend FCC § 101-38(d) to reduce the amount of each
13 Commissioner's travel budget and to expressly limit the use of those funds for
14 Travel/Conference expenses so as to ensure the availability of those funds for services
15 and programs that benefit the citizens of Fulton County.

16 **NOW, THEREFORE, BE IT ORDAINED**, that the Fulton County Board of
17 Commissioners hereby amends Section 101-38(d) of Chapter 101, Article II, Division 1 of
18 the Fulton County Code of Ordinances, which when amended shall read as follows:

19 Sec. 101-38(d). - Budgetary controls over expenses.

20 (d) Travel. Each commissioner is allocated an annual travel budget of ~~\$50,000.00~~ \$30,000.00 for specific
21 ~~commission-related business outside of Fulton County, including~~ specifically for Travel/Conference
22 expenses related to professional conferences and conventions. The finance director shall establish a
23 separate travel account for each commissioner. Travel per diem for food and lodging related to a
24 commissioner's travel to and attendance at a conference shall be paid from said travel accounts when

documented by the submission of receipts or other proofs of payment of said incurred expenses. Prior to undertaking each period of county travel status hereunder, said commissioner shall submit a written memorandum of travel to be maintained by the finance director with said commissioner's travel account. Said memorandum of travel shall specifically designate the travel destinations, the ~~commission-related business and purposes of conference to be attended as part of~~ said travel, and the planned duration of said travel. Said memorandum shall also comply with Fulton County's Personnel Policy and Procedures for travel, training, parking automobile allowance and mileage reimbursement, No. 209-16. Funds allocated to annual travel budgets may not be transferred from the travel expense account to any other operating account of the commissioner's office or used for any purpose other than the travel to and attendance of professional conferences. ~~Funds from the operations accounts, other than risk management-related accounts, may be transferred into the travel and training budget.~~

BE IT FINALLY ORDAINED, that this Ordinance shall become effective when adopted, and that all Ordinances and parts of ordinances in conflict with this Ordinance, are hereby repealed to the extent of the conflict.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia this 6th day of September 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.: 23-0641

Meeting Date: 9/20/2023

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

Request approval of an Ordinance to amend Article VI of Chapter 34 of the Fulton County Code of Ordinances regarding rabies and animal control to prohibit outdoor sales of dogs, cats, and domestic rabbits; to encourage each of the cities within Fulton County to adopt similar Ordinances; and for other related purposes. **(Thorne)**

AN ORDINANCE TO AMEND ARTICLE VI OF CHAPTER 34 OF THE FULTON COUNTY CODE OF ORDINANCES REGARDING RABIES AND ANIMAL CONTROL TO PROHIBIT OUTDOOR SALES OF DOGS, CATS, AND DOMESTIC RABBITS; TO ENCOURAGE EACH OF THE CITIES WITHIN FULTON COUNTY TO ADOPT SIMILAR ORDINANCES; AND FOR OTHER RELATED PURPOSES.

WHEREAS, the Fulton County Board of Commissioners has authority pursuant to the Constitution of the State of Georgia, Article IX, § II, ¶ III(a)(3); O.C.G.A. § 31-19-1, et seq.; O.C.G.A. § 4-11-1, et seq.; and O.C.G.A. § 4-8-20, et seq., to provide and regulate animal control services and the keeping of animals within Fulton County; and

WHEREAS, state law permits the enactment and enforcement of local ordinances by county governing authorities regarding animal control, so long as such ordinances are at least as restrictive as existing state law; and

WHEREAS, Article VI of Chapter 34 of the Fulton County Code of Ordinances provides the regulations, rules, procedures, and penalties for the control of animals within unincorporated Fulton County; and

WHEREAS, according to a report by the University of Georgia, School of Law, the overpopulation of pets has reached a crisis level in the State of Georgia; and

WHEREAS, the Fulton County Animal Services has experienced an ongoing dramatic increase in the number of animals, particularly dogs, in its care; and

WHEREAS, from January 1, 2022, the number of impounded dogs housed by Fulton County Animal Services has risen from 343 dogs to 573 dogs on January 1, 2023, and 627 dogs on May 1, 2023; and

WHEREAS, as mentioned in the report by University of Georgia, School of Law, many of the animals contributing to the overpopulation crises are the result of breeders who do not comply with existing laws, including backyard breeders and puppy mills; and

1 **WHEREAS**, pet sales at outdoor locations lack state and federal regulatory oversight; and

2 **WHEREAS**, according to report, outdoor sales of animals are often the result of breeding
3 practices that include backyard breeders and puppy mills; and

4 **WHEREAS**, backyard breeding and puppy mills also result in high potential for abuse and
5 neglect of animals; and

6 **WHEREAS**, transient venues often used for outdoor pet sales typically do not provide
7 health records, vaccinations, or guarantees for the animals sold, and sellers cannot be found when
8 a purchased animal turns out to be sick; and

9 **WHEREAS**, the Board of Commissioners finds it desirable to amend and revise Article
10 VI of Chapter 34 of the Fulton County Code of Ordinances so as to improve the administration of
11 animal control services within Fulton County and to prevent the unregulated practice of outdoor
12 sales of dogs, cats, and domestic rabbits; and

13 **WHEREAS**, the Board of Commissioners also finds it necessary to encourage each of the
14 cities within Fulton County to adopt similar ordinances, banning pet sales at outdoor locations.

15 **NOW, THEREFORE, BE IT ORDAINED**, that Section 34-215 of the Fulton County
16 Code or Ordinances is hereby amended to add a new code section to read as follows:

17 **Sec. 34-215. - ~~Reserved.~~ Prohibition on the Outdoor Sales of Dogs, Cats and Domestic**
18 **Rabbits.**

19 (a) As used in this section, “transfer” means a transfer for consideration, offer to transfer for
20 consideration, lease or offer to lease, or display for a commercial purpose. A “transfer for
21 consideration” includes, but is not limited to, a sale, exchange, trade, adoption, or barter

1 transaction. A transfer shall be deemed to be “for consideration” for the purposes of this section
2 if it occurs in connection with any payment of consideration or other commercial transaction.

3 (b) It shall be unlawful for any person to engage in a transfer of any dog, cat, or domestic rabbit
4 on any roadside, public right-of-way, parkway, median, park, other recreation area, fair, flea
5 market, outdoor market, commercial or retail parking lot, or similar transient or outdoor location,
6 regardless of whether such activity is otherwise authorized by any person.

7 (c) This section shall not apply to:

8 (1) A transfer of a dog, cat, or domestic rabbit by an entity that has, and produces upon
9 request, a valid animal shelter license issued by the Georgia Department of Agriculture;

10 (2) The transfer of a dog, cat, or domestic rabbit by a paid entrant as part of a nationally
11 sanctioned event or fair show, 4-H program, or similar agricultural exhibition; or

12 (3) A prearranged transfer between a dog, cat, or domestic rabbit seller and a specific
13 purchaser that takes place at a police department, sheriff's office, or other similar peace
14 officer facility during daylight hours, unless otherwise prohibited.

15 (d) In addition to any fine imposed pursuant to Fulton County Code Section 34-6, any Animal
16 Services officer, the Director of the Animal Services Department, and any law enforcement officer
17 is authorized to impound any animal transferred in violation of this section.

18 **BE IT FURTHER ORDAINED**, that the Board of Commissioners hereby encourage
19 each of the cities lying within the boundaries of Fulton County, Georgia to adopt similar ordinances
20 for the health and welfare of its citizens.

1 **BE IT FURTHER ORDAINED**, that the codifier may renumber the Fulton County
2 Rabies and Animal Control Ordinance so as to appropriately accommodate this amendment.

3 **BE IT FURTHER ORDAINED**, that this Ordinance shall become effective when adopted
4 and that all ordinances and code sections in conflict with this Ordinance and Code amendment are
5 hereby repealed to the extent of the conflict.

6 **BE IT FURTHER ORDAINED**, upon adoption of this Ordinance, the Clerk to the
7 Commission shall deliver a copy of this Ordinance to each mayor of each city lying within the
8 territorial boundaries of Fulton County, Georgia.

9 **BE IT FINALLY ORDAINED**, that if any section, subsection, sentence, clause, phrase,
10 or portion of this Ordinance and Code amendment is for any reason held invalid or unconstitutional
11 by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and
12 independent provision, and such holding shall not affect the validity of the remaining portions
13 hereof.

14 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County, Georgia,
15 this 20th day of September 2023.

16 **FULTON COUNTY BOARD OF**
17 **COMMISSIONERS**

18 **SPONSORED BY:**

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23 _____
24 Bridget Thorne
25 Commissioner, District 1
26
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ATTEST:

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0642

Meeting Date: 9/20/2023

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 to not include or consider any budget enhancements or budgetary increases for any Justice Department or agency in 2024 General Fund Budget; and for other purposes. **(Ellis)**

1 **A RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS**
2 **DIRECTING THE COUNTY MANAGER TO NOT INCLUDE OR CONSIDER ANY**
3 **BUDGET ENHANCEMENTS OR BUDGETARY INCREASES FOR ANY JUSTICE**
4 **DEPARTMENT OR AGENCY IN THE 2024 GENERAL FUND BUDGET; AND FOR**
5 **OTHER PURPOSES.**

6 **WHEREAS**, an effective justice system is critical to Fulton County citizens as it
7 leads to stronger public safety outcomes, provides timely justice for victims, ensures due
8 process for those accused of crimes, provides for timely resolution of civil matters, better
9 likelihoods of decreased recidivism, and yields more efficient and proper use of taxpayer
10 funds; and

11 **WHEREAS**, Fulton County, Georgia plays a critical role, through the Fulton County
12 Justice System, in ensuring the public safety of all residents and visitors; and

13 **WHEREAS**, Fulton County, Georgia further plays a critical role, through the Fulton
14 County Justice System, through the adjudication and resolution of various civil matters
15 including divorce/family law, personal injury, contract disputes, tax, landlord/tenant, real
16 estate, and other matters; and

17 **WHEREAS**, Fulton County taxpayers commit significant funding toward the
18 operation of the Fulton County Justice System, totaling \$431,435,556.00 in Fulton County
19 General Fund budgeted dollars in 2023, which represents a 16.5% increase over 2022
20 actual General Fund dollars expended; and

21 **WHEREAS**, the Fulton County Board of Commissioners allocated an additional
22 \$27,839,470.00 in funding, outside of its General Fund, to the Fulton County Justice
23 System through available American Rescue Plan Act of 2021 (ARPA) funds; and

1 **WHEREAS**, it is critical that all public funds be expended wisely and have
2 maximum impact in ensuring an effective justice system and that Fulton County taxpayers
3 receive quality results from the expenditure of their funds; and

4 **WHEREAS**, the Board of Commissioners has not only provided for significant
5 funding to the Justice System to achieve top notch results and to avoid crisis, but have
6 also adopted various standards and multiple reporting mechanisms for measuring the
7 effectiveness in which these funds are expended; and

8 **WHEREAS**, the Board of Commissioners adopted specific standards for
9 measurement of effective criminal case management, including average length of inmate
10 stay of 30 days or less, percentage of jail population unindicted without other charges of
11 less than 10%, clearance rate for criminal cases of no less than 100%, 90% of felony
12 cases disposed within 180 days, and 98% of felony cases disposed within 365 days; and

13 **WHEREAS**, these standards have been measured monthly and little to no
14 progress or improvement has been made by the Justice System in reaching these
15 standards and in most cases, the Justice System has regressed, and jail population has
16 continued to grow and case backlog has continued to grow despite record funding
17 provided; and

18 **WHEREAS**, the Board of Commissioners has committed a record \$188 million in
19 General Fund resources to the Sheriff's department, part of which was specifically
20 provided to relieve overcrowding at the main jail (Rice Street), including funding for 700
21 beds at the Atlanta City Detention Center, in addition to the 2,639 beds available at other
22 County detention facilities and 500 beds in out of County facilities; and

1 **WHEREAS**, the Board of Commissioners has also provided significant funding for
2 the hiring and retention of detention officers to staff County jail facilities, additional funding
3 to engage a specialized firm to help with logistical and planning efforts to maximize facility
4 utilization; and

5 **WHEREAS**, despite the significant physical and financial resources made
6 available to the Sheriff's department, Fulton's main jail facility remains overcrowded (353
7 per the last operational report provided to the Board of Commissioners) while 382 beds
8 are open at the Atlanta City Detention Center and South Annex; and

9 **WHEREAS**, the overcrowding of the main facility while beds are open in other
10 facilities results in physical deterioration of the main jail facility and increases risk of death
11 and violence; and

12 **WHEREAS**, the combination of overcrowding and ineffective resolution of criminal
13 cases has led to a humanitarian crisis at the main jail despite the funding and resources
14 provided to the various justice agencies through both the Fulton County General Fund
15 and ARPA funding that was specifically provided to prevent such a crisis; and

16 **WHEREAS**, the impact of these poor Justice System results is most magnified in
17 criminal justice matters, but effective management of civil matters is also lacking; and

18 **WHEREAS**, an example of the ineffective management of civil matters is evident
19 in areas like the Magistrate Court where despite an increase in funding of over 70% and
20 personnel of 44% since 2019, the pace of civil matter resolution is on track to be 7.5%
21 less than it was in 2019 and despite the expected rise in landlord tenant issues post-
22 pandemic, the number of slots made available on court calendars for resolution of such
23 matters is 52% less than it was in 2019; and

1 **WHEREAS**, despite significant funding, operational and planning support
2 provided to the Justice System by the Board of Commissioners, the collective
3 components of the Justice System have not properly utilized the funding and resources
4 provided to achieve the expected results for Fulton County citizens; and

5 **WHEREAS**, no additional funding should be considered or provided to the Justice
6 System in the 2024 budget as the results do not warrant it; and

7 **WHEREAS**, no additional funding should be considered until results show
8 significant and sustained improvements from their current levels; and

9 **WHEREAS**, the Board of Commissioners has made the decision to move forward
10 with the planning for construction of a new main jail facility and that any reserves or
11 funding for the planning and construction of a new main jail facility are not the subject of
12 this Resolution.

13 **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of
14 Commissioners hereby directs the County Manager to not include or consider any budget
15 enhancements or budgetary increases for any justice department or agency in the 2024
16 General Fund budget submitted to the Board of Commissioners.

17 **BE IT FURTHER RESOLVED**, that the Fulton County Board of Commissioners
18 directs the County Manager to consider reducing individual justice agency 2024 General
19 Fund budgets if their activity or performance levels do not warrant continued funding at
20 the previous amount.

21 **BE IT FURTHER RESOLVED**, that any requested budgetary enhancements within
22 the Fulton County Justice System may be revisited at the 2024 mid-year budget review,
23 but only upon achieving significant and sustained improvements.

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 20th day of September 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.: 23-0599

Meeting Date: 9/20/2023

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

FULTON-ATLANTA LAND BANK AUTHORITY (HELD ON 9/6/23)

The Authority is governed by a board of directors comprised of an odd number of individual representatives- with no fewer than five (5) or more than eleven (11), hereinafter the "Board". Initially, the Board shall consist of seven (7) representatives comprised of: (A) four (4) appointed by the Mayor of the City of Atlanta and (B) three (3) appointed by the Fulton County Board of Commissioners.

Term = 4 years

Terms below expired: 8/7/2023

Jane Bradshaw Burnett **(BOC/Morris)**

Calvin Brock **(BOC/Abdur-Rahman)**

Kyle Lamont **(BOC/Hall)**

Commissioner Hall has nominated Anita Harris for a Full Board appointment to a term ending August 7, 2027.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0643

Meeting Date: 9/20/2023

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

FULTON-ATLANTA LAND BANK AUTHORITY

The Authority is governed by a board of directors comprised of an odd number of individual representatives- with no fewer than five (5) or more than eleven (11), hereinafter the "Board". Initially, the Board shall consist of seven (7) representatives comprised of: (A) four (4) appointed by the Mayor of the City of Atlanta and (B) three (3) appointed by the Fulton County Board of Commissioners.

Term = 4 years

Terms below expired: 8/7/2023

Ms. Jane Bradshaw Burnett **(BOC/Morris)**

Calvin Brock **(BOC/Abdur-Rahman)**

Kyle Lamont **(BOC/Hall)**

Chairman Pitts has nominated Edith Ladipo for a Full Board appointment to a term ending August 7, 2027.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0644

Meeting Date: 9/20/2023

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

BELTLINE AFFORDABLE HOUSING ADVISORY BOARD

Fulton County Board of Commissioners shall be responsible for the appointment of five (5) members.

Term = 2 years, with such term commencing upon Council approval.

Term below expired: 5/3/2012

Ms. Cora Dunston (**BOC #1/Pitts**)

Chairman Pitts has nominated Cora Dunston for a Full Board reappointment (BOC #1) to a two-year term that will commence upon approval of the Atlanta City Council.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0645

Meeting Date: 9/20/2023

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
REGION III EMS COUNCIL

The Bylaws of the Region III Emergency Medical Services (EMS) Council requires that its members be appointed by County Commissioners and must constitute a minimum of two-thirds of the voting membership. Council members serve terms of appointment of three (3) years.

Term = 3 Years

Terms below expired June 30, 2022

Steven L. Moyers (Grady Hospital-EMS) **(Position 4/Ellis)**

Roderick "Rod" M. Smith (City of Atlanta Fire Chief) **(Position 1/Pitts)**

Chairman Pitts has nominated Steven L. Moyers for a Full Board reappointment to a term ending June 30, 2025.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0646

Meeting Date: 9/20/2023

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

REGION III EMS COUNCIL

The Bylaws of the Region III Emergency Medical Services (EMS) Council requires that its members be appointed by County Commissioners and must constitute a minimum of two-thirds of the voting membership. Council members serve terms of appointment of three (3) years.

Term = 3 Years

Terms below expired June 30, 2022

Steven L. Moyers (Grady Hospital-EMS) **(Position 4/Ellis)**

Roderick "Rod" M. Smith (City of Atlanta Fire Chief) **(Position 1/Pitts)**

Chairman Pitts has nominated Roderick "Rod" M. Smith for Full Board reappointment to a term ending June 30, 2025.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0647

Meeting Date: 9/20/2023

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

REGION III EMS COUNCIL

The Bylaws of the Region III Emergency Medical Services (EMS) Council requires that its members be appointed by County Commissioners and must constitute a minimum of two-thirds of the voting membership. Council members serve terms of appointment of three (3) years.

Term = 3 Years

Term below expired: June 30, 2023

Matthew Kallmyer (Director AFCEMA) **(Position 6/Pitts)**

Chairman Pitts has nominated Matthew Kallmyer for a Full Board reappointment to a term ending June 30, 2026.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0648

Meeting Date: 9/20/2023

Department

Sheriff

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

Discussion: Inmate outsourcing options to include D. Ray James Facility and Core Civic and identify funding options.

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

N/A

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

Justice and Safety

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

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

Scope of Work: N/A

Community Impact: N/A

Department Recommendation: N/A

Project Implications: N/A

Community Issues/Concerns: N/A

Agenda Item No.: 23-0648

Meeting Date: 9/20/2023

Department Issues/Concerns: N/A

Fiscal Impact / Funding Source

Funding Line 1:

N/A



D. Ray James Correctional Facility

FOLKSTON, GEORGIA

Overview

The D. Ray James Correctional Facility presents a *turn-key solution* for agencies looking to reduce facility overcrowding issues.

The GEO Group, Inc. (GEO) is an internationally recognized government services provider, offering complementary, turnkey solutions for numerous government partners worldwide across a spectrum of diversified correctional and community reentry services. From the development of state-of-the-art facilities and management services to evidence-based rehabilitation and post-release reintegration programs, GEO offers fully diversified, cost-effective services that deliver enhanced quality and improved outcomes. GEO specializes in the design, finance, development, and operation of

secure residential facilities, processing centers, and community reentry centers in the United States, Australia, South Africa, and the United Kingdom.

GEO's worldwide operations include the ownership and/or management of 102 facilities totaling approximately 82,000 beds, with a workforce of approximately 18,000 employees. GEO provides design, development and financing of correctional, detention and reentry facilities and offers multiple financing options, including direct ownership and sale-leaseback solutions.

GEO owns several secure facilities that are currently available for use by government agencies. As described in the pages that follow, the D. Ray James Correctional Facility presents a turn-key solution for agencies looking to reduce facility overcrowding issues.

D. Ray James Correctional Facility



D. Ray James Correctional Facility

Location and Points of Interest Map





General population housing

D. Ray James Correctional Facility

The D. Ray James Correctional Facility was originally designed to provide secure correctional services to the Georgia Department of Corrections. In August 2010, GEO acquired the facility and oversaw its renovation and transition to a Federal contract with the Bureau of Prisons. The facility is immediately adjacent to the neighboring Folkston ICE Processing Center but maintains its own secure perimeter and independent operations.

The 444,622 square foot facility is a campus design with both dormitory and cellular housing buildings, indoor and outdoor recreational areas, an administrative building, and multiple buildings to provide support services and programs for the facility population.

The facility features the following:

- 1,900 total general population beds provided in seven Housing Buildings: 848 beds in four cellular buildings and 1,052 beds in three dormitory buildings.
- A 136-bed Restrictive Housing Unit.
- An Administration Building which includes Executive Staff, Human Resources, Financial Management, Compliance, Visitation, and the Central Control Center.
- A Support Building, which includes Visitation, Health Services, Intake, Laundry, Food Service, and Dining.
- An Academic Programs Building and a Vocational Programs Building.
- Ample indoor and outdoor recreation.
- A separate client administration building.



Restrictive Housing Unit

Facility Specifics:

Facility Address:

3262 Highway 252 East
Folkston, GA 31537

Year Built:

1998

Bed Capacity:

1,900

Configuration:

Cell and Dormitory Housing
Campus Design

Square Footage:

444,622

Location:

Approx. 26 miles from the
Florida state line. Approx. 39
miles northwest of Jacksonville
International Airport.

Housing:

General population housing is provided in seven housing buildings: four cellular buildings totaling 848 beds and three dormitory buildings totaling 1,052 beds. Each 212-bed cellular building has two housing units which each contain 50 two-man cells and 3 double-bunk dayroom beds. Each dormitory building contains double-bunk beds in five housing units, which range in capacity from 68 to 72 beds each. Two of the dormitory buildings each provide 352 beds, while the third building provides 348 beds. In addition, the facility has a separate Restrictive Housing Unit consisting of 136-beds in double-bunk cells.

Additional features of the facility's general population housing buildings include an intercom communication system operated at central control for electronically operated facility doors. These doors, including housing unit doors, can also be monitored through the Central Control station via the closed-circuit television system.

To maintain adequate sound control, acoustic wall panels are installed in the dayrooms of the housing units.



Security and Control:

The Central Control room is located within the security perimeter fencing. Central Control oversees all remote operated locking systems for the entire facility, with one exception: doors inside the Restrictive Housing Unit are controlled by RHU staff as a sound security practice.

The current Central Control system is a state-of-the-art touch screen system. It monitors communication of all intercoms throughout the facility and receives all closed-circuit television images from all cameras in the facility. The Central Control panel is capable of “locking-down” all remote operated doors in the facility. The Facility monitors 246 stationary and 31 PTZ (pan, tilt, zoom) cameras through a DVD matrix system.

Secure Perimeter:

The facility was constructed in a corrections-style campus layout and is surrounded by 12-foot high security fences around the entire perimeter. Both the perimeter fence and inside fence are secured by multiple rows of security coils. The security fences are located 20 feet apart and maintain a 50-foot clear zone between all interior perimeter fencing and buildings.

The perimeter intrusion detection system is located on the interior perimeter fence consisting of a sensor cable, or taut wire system, with signal processors reporting back to Central Control. The Perimeter detection system is augmented by 19 microwave zones to include the vehicle sally port.

Covered Outdoor Recreation



Law Library



Outdoor Recreation

Sally Port:

All vehicles entering and exiting the secure perimeter of the facility pass through the vehicular sally port. This includes passenger transport vehicles and deliveries of goods and supplies. The vehicle sally port is constructed with 12-13.5 foot high fences and enhanced with three rows of 30-inch diameter security coil at the top of the fence. A gatehouse is provided to inspect all vehicles before they enter or leave the facility.

Pedestrian entry into the compound is managed through the Front Entrance building, also serving as part of the secure perimeter. The front entrance sally port is equipped with steel security doors and frames and maximum-security steel electro-mechanical locking devices operated by the Central Control officers.

Program Space:

The Facility has two programs buildings - the Academic Programs Building is located at the southern end of the facility, while the Vocation Programs Building is located at the northern end. These buildings contain all the facility's program classrooms and multipurpose areas for leisure activities, hobby crafts, and indoor recreation. The program areas allow for convenient access by program participants throughout the day.

Recreation Areas:

In addition to indoor recreation located within the Vocation Programs Building, the facility features multiple outdoor recreation areas. The outdoor recreation area is located centrally within the facility, running the length of the facility, centered between the Housing and Support buildings, and includes space for softball, handball, basketball, soccer, volleyball and bocce ball.



Dental Exam Room



Classroom



Visitation

Support Building:

The 22,000 sq. ft. Support Building is located centrally within the facility. The Support Building contains Visitation, Medical, Intake, Laundry, Kitchen, and General Dining. The Support building is organized around a main secure corridor leading to the main compound.

Health Services:

The Health Services Unit is located in the Support Building, north of the secure corridor. The medical facilities are equipped with four infirmary rooms with a total of eight beds. Two rooms are designated as negative air pressure rooms, and two are suitable for suicide observation rooms. Additionally, the Health Services Unit has four Medical Exam Rooms, an Emergency Room, a Medical Records Room, a Medical Supply Room, a Bio-Hazard Storage Area, and staff office space.

Visitation:

The visitation area of the Support Building is located adjacent to the Central Control Center within the secure perimeter, allowing for additional visual staff supervision. It is equipped with security cameras and a security vestibule for entry. Two attorney/client visitation rooms are provided for non-monitored attorney visits. The attorney/client rooms have video conferencing capabilities. The visiting area comprises 2,100 square feet with staff and visitor rest rooms, and sufficient room for vending machines.

Laundry:

The Laundry is located at the north end of the Support Building next to Intake, and has sufficient equipment to handle all facility laundry requirements.

Administrative Offices



Dining Room



Conference Room

Food Service:

Three daily meals are prepared in the facility's full-service kitchen and served on a scheduled basis in the dining halls. Dining areas are located centrally to the housing units, adjacent to the kitchen.

Administration:

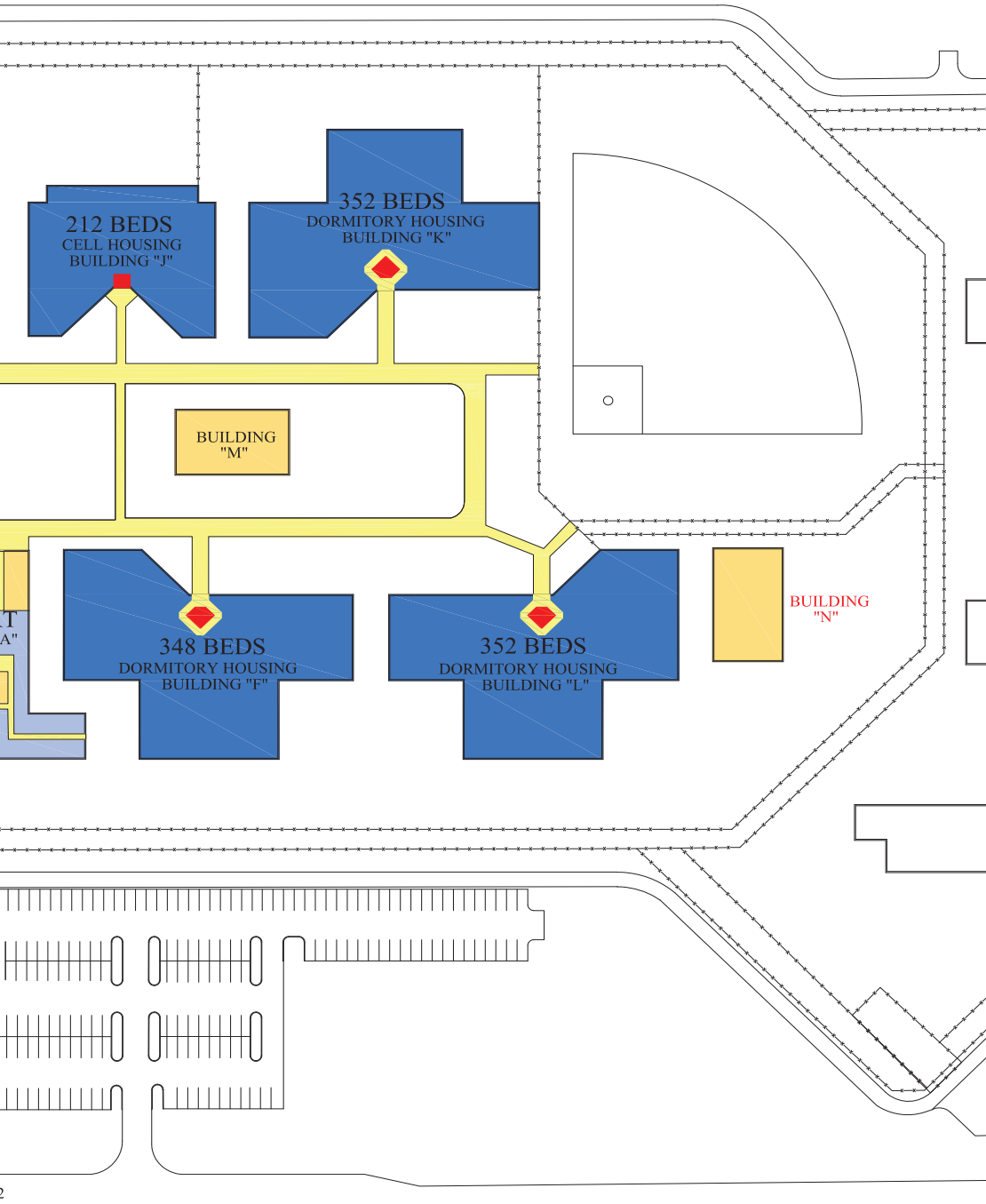
The Administration building is located within the facility, but outside the secure perimeter, and provides approximately 9,500 sq. ft. of office space for use by facility personnel. Government Agency office space is provided outside the secure facility with approximately 2,500 square feet of office space to include 3 offices, a conference room and additional utility space. Typically, ten parking spaces are provided for government agency staff and visitors.

Receiving and Discharge:

The Intake Processing area is located at the north end of the Support Building, next to the Laundry. This 2,900 sq. ft. area accommodates processing into and out of the institution and provides adequate storage for inmate personal property.

Maintenance/Warehouse:

The facility Maintenance Department and general storage area is located adjacent to the secure perimeter. It provides the space necessary for staff to complete the preventative maintenance and repairs to the overall grounds of the facility.



PROJECT LEGEND	
FACILITY SQUARE FOOTAGE	444,622
EXISTING FACILITY GP BEDS	1,900
EXISTING FACILITY SHU BEDS	136



SITE PLAN

1"=50'-0"

PRELIMINARY FOR DISCUSSION ONLY

PROJECT TITLE/ LOCATION
D. RAY JAMES
CORRECTIONAL
FACILITY
FOLKSTON, GEORGIA

DEVELOPER/OPERATOR:



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DESIGN/BUILDER

VICINITY MAP

PROFESSIONAL SEALS

ISSUE DESCRIPTION	DATE
1. MARKETING DRAWING	1-8-21

REVISION DESCRIPTION	DATE
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DRAWN BY: REVIEWED BY:
PROJECT NO:
SHEET TITLES:

SITE PLAN

SHEET NUMBER:
A-1



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