

FULTON COUNTY BOARD OF COMMISSIONERS

RECESS MEETING

November 15, 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**23-0796 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.

23-0797 Board of Commissioners

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Lou Gossett, Jr. Appreciation Day." **(Pitts)**
November 4, 2023

Proclamation recognizing "Georgia Military Veterans Hall of Fame Appreciation Day." **(Pitts)**
November 4, 2023

Proclamation recognizing "Shrine of the Immaculate Conception Appreciation Day." **(Pitts)**
November 5, 2023

Proclamation recognizing "Operation Green Light for Veterans Appreciation Day." **(Thorne/Abdur-Rahman)**
November 6, 2023

Proclamation recognizing "Student Leadership Johns Creek Appreciation Day." **(Thorne)**
November 9, 2023

Proclamation recognizing "Alpharetta High School Girls Volleyball Championship Team Appreciation Day." **(Thorne)**
November 9, 2023

Proclamation recognizing "Bone Crusher Appreciation Day." **(Hall)**
November 11, 2023

Proclamation recognizing "Joseph L. "Jerry" Moore Appreciation Day." **(Abdur-Rahman)**
November 11, 2023

Proclamation recognizing "Elgintine Dudley Appreciation Day." **(Hall)**
November 12, 2023

Proclamation recognizing "Transitioning Our Heroes Appreciation Day." **(Hall)**
November 13, 2023

Proclamation recognizing "South Fulton Retired Educators Appreciation Day."
(Arrington)
November 16, 2023

Commissioners' District Board Appointments

23-0798 Board of Commissioners
ANIMAL WELFARE HEARING BOARD

The Animal Welfare Hearing Board shall consist of seven (7) members appointed by the Board of Commissioners. Each Commissioner shall appoint one member to serve for two years. Thereafter, all members may be appointed for an additional term of three years and until their successors are appointed.

Term = 2 Years/3 Years

Term below expires: 12/31/2023
Laurel-Ann Dooley **(Hall)**

Commissioner Hall has nominated Laurel-Ann Dooley for a District reappointment to an unexpired term ending December 31, 2026.

23-0799 Board of Commissioners
FULTON COUNTY REPARATIONS TASK FORCE

The Reparations Task Force shall have the following members: Each Commissioner shall appoint two (2) members, for a total of 14 members. Each member shall be a resident of Fulton County at the time of the appointment. A member shall serve for a two-year term and subject to removal by the appointing Commissioner for cause. No member's term shall exceed that of the appointing Commissioner but shall remain as a voting member until replaced or reappointed by the successive Commissioner.

Term = 2 Years

Term below expires: 12/31/2023
Karcheik Sims-Alvarado **(Hall)**

Commissioner Hall has nominated Karcheik Sims-Alvarado for a District reappointment to a term ending December 31, 2025.

23-0800 Board of Commissioners
COMMISSION ON DISABILITY AFFAIRS

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

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

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

Term = Staggered two (2) year terms

Term below expired: 12/31/2022
Kenneth Haider-Bardill (**Hall**)

Commissioner Hall has nominated Elaine Osby for a District appointment to a term ending December 31, 2024.

**Development Authority of Fulton County TEFRA
(Tax Equity Fiscal Responsibility Act)**

23-0801 Board of Commissioners
Execution by Chairman Robert L. Pitts of a TEFRA (Tax Equity Fiscal Responsibility Act) for documentation pertaining to the proposed issuance of its Development Authority of Fulton County Georgia Tech Facilities Revenue Bonds, Series 2024, in an amount not to exceed \$65,000,000.00 (the "Bonds").

Open & Responsible Government

23-0802 Human Resources Management
Request approval to renew an existing Independent Contractor Agreement between Fulton County and E. Anthony Daniels, P.C., to provide legal counsel/representation to the Grievance Review Committee in the amount of \$35,098.00. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2024 through December 31, 2024.

23-0803 Finance
Ratification of October 2023 Grants Activity Report.

Arts and Libraries**23-0804 Library**

Request approval to renew an existing contract - Fulton County Library System - 22ITB0210B-EC, Shelf-Ready Foreign Language Books for Adults in the amount of \$36,520.00 with Multi-Cultural Books and Video (Madison Heights, MI) to provide foreign language books in multiple languages to all 34 library locations. This action exercises the second of three renewal options. One renewal option remains. Effective dates: January 1, 2024, to December 31, 2024.

23-0805 Library

Request approval of a Resolution to accept the donation of an outdoor bench honoring former Roswell board volunteer member David James Lyon. Mr. Lyon has been a permanent fixture in the Roswell community working on development projects such as Southern Post and City Green.

Health and Human Services**23-0806 Department for HIV Elimination**

Request approval of a Business Associate Agreement between Fulton County and CAI for the sharing of Protected Health Information. To protect the interest of the County, the County Attorney is authorized to approve the Business Associate Agreements as to form and substance and make any necessary modifications thereto prior to execution by the Chair.

Infrastructure and Economic Development**23-0807 Real Estate and Asset Management**

Request approval of a Sewer Easement Dedication of 9,755 square feet to Fulton County, a political subdivision of the State of Georgia, from Pulte Home Company, LLC for the purpose of constructing the Briar Creek Subdivision Project at 0 Butner Road, South Fulton, Georgia 30349.

23-0808 Real Estate and Asset Management

Request approval of a Resolution approving a first amendment to a lease agreement between Fulton County, Georgia (Landlord), and Comcast Cable Communications, LLC (tenant) for the purpose of extending the lease term at 10735 Jones Bridge Road, Alpharetta, Georgia 30202; to authorize the Chairman to execute the First Amendment to Lease Agreement and related documents; to authorize the County Attorney to approve the First Amendment to Lease Agreement as to form to make modifications thereto to protect the interests of Fulton County; and for other purposes.

23-0809 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 16,044 square feet to Fulton County, a political subdivision of the State of Georgia, from Stonewall Tell Home Builders, Inc., for the purpose of constructing the Sandtown Falls Phase 2 Project at 0 Campbellton Road, South Fulton, Georgia 30331.

Justice and Safety**23-0810 District Attorney**

Request approval to process outstanding and current invoices via purchase order, District Attorney, in the amount of \$79,234.26 with H&M Development and Management, LLC dba Decatur Atlanta Printing (Decatur, GA) for providing printing services for the preparation and operation of materials for the Office of the District Attorney. Effective upon BOC approval.

RECESS MEETING AGENDA**23-0811 Board of Commissioners**

Adoption of the Recess Meeting Agenda.

23-0812 Clerk to the Commission

Ratification of Minutes.

Recess Meeting Minutes, October 18, 2023

Regular Meeting Post Agenda Minutes, November 1, 2023

23-0813 Board of Commissioners

Presentation of Proclamations and Certificates.

Proclamation recognizing "Pancreatic Cancer Awareness Month." **(BOC)**

Proclamation recognizing "Hammonds House 35th Anniversary Appreciation Day." **(Hall/Arrington)**

Proclamation recognizing "Heaven Billboard #1 Gospel Airplay Appreciation Day." **(Arrington)**

Proclamation recognizing "Coy Dumas, Jr. Appreciation Day." **(Abdur-Rahman)**

PUBLIC HEARINGS**23-0814 Board of Commissioners**

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

COUNTY MANAGER'S RENEWAL ITEMS**Arts and Libraries****23-0815 Library**

Request approval to renew an existing contract - Library, 21RFP0210B-EC Shelf-Ready Books for Shelf-Ready Books for Adults with Baker and Taylor, LLC, (Charlotte, NC) in the amount not to exceed \$800,000.00 with Baker and Taylor Inc to provide adult, young adult, and children's books, and adult best-selling lease books. Effective January 1, 2024 to December 31, 2024. This action exercises the third of four renewal options. One renewal option remains.

23-0816 Library

Request approval to renew an existing contract in the amount of \$203,450.00 between the University of Georgia Cooperative Extension and the Fulton County Board of Commissioners to continue to provide research-based education in the areas of Agriculture and Natural Resources, Family and Consumer Sciences, 4-H and Youth Development to Fulton County citizens.

Health and Human Services**23-0817 Public Works**

Request approval to renew an existing contract - Department of Public Works, 22RFP134460K-JAJ Professional Services for Airport Consulting and Engineering Services Design/Engineering/Construction in the amount of \$715,000.00 for the Fulton County Executive Airport - Charlie Brown Field with Michael Baker International to provide design, engineering and construction inspection services for updating, modifying and implementing the Capital Improvement Plan at Fulton County Executive Airport - Charlie Brown Field. This action exercises the first of four renewal options. Three renewal options remain. Effective dates: January 1, 2024, through December 31, 2024.

23-0818 Public Works

Request approval to renew an existing contract - Department of Public Works, 22ITB075A-KM, Sewer Line Chemical Root Control Services in the amount not to exceed \$349,996.36 with Duke's Root Controls, Inc. (Syracuse, NY), to provide sewer system chemical root services. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2024, through December 31, 2024.

23-0819 Public Works

Request approval to renew existing contracts - Department of Public Works, 21ITB081321K-CRB, Standby Miscellaneous Construction Wastewater System Services in a total amount not to exceed \$12,700,000.00 with (A) Site Engineering, Inc. (Atlanta, GA) in an amount not to exceed \$3,300,000.00; (B) Wade Coots Company, Inc. (Austell, GA) in an amount not to exceed \$3,200,000.00; (C) Sol Construction, LLC (Atlanta, GA) in an amount not to exceed \$3,100,000.00; and, (D) Kemi Construction Company, Inc. (College Park, GA) in an amount not to exceed \$3,100,000.00 to provide standby miscellaneous construction wastewater system services. This action exercises the second of two renewal options. No option remains. Effective dates: January 1, 2024, through December 31, 2024.

23-0820 Senior Services

Request approval to renew an existing contract - Department of Senior Services 23RFP137278A-CJC, Comprehensive Nutrition Services in an amount not to exceed \$2,628,672.92 with Open Hand Atlanta (Atlanta, GA) to provide congregate and home delivered meals, meal delivery, nutrition education and nutrition counseling for Fulton County residents aged 60 and above. This action exercises the first of four renewal options. Three renewal options remain. Effective dates: January 1, 2024, through December 31, 2024.

Justice and Safety**23-0821 Medical Examiner**

Request approval to renew an existing contract - Medical Examiner's Office, 22ITB135453C-MH, Pickup and Removal of Deceased Remains in an amount not to exceed \$168,000.00 with Thompson Mortuary Services LLC. (Atlanta, GA) to provide pickup and removal of deceased remains services. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2024, through December 31, 2024.

COUNTY MANAGER'S ITEMS**Open & Responsible Government****23-0822 Finance**

Presentation of FY2024 Proposed Operating Budget.

23-0779 County Manager

Request approval to increase the spending authority in an amount not to exceed \$1,646,735.00 with A & A All County Monitoring Services, Inc. (Lawrenceville, GA) to continue to provide electronic (ankle) monitoring and services for defendants eligible to be released pursuant to the electronic pretrial release and monitoring program. Effective upon BOC approval. **(HELD ON 11/1/23)**

23-0823 Real Estate and Asset Management

Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC# 99999-001-SPD0000100-0083, Office, Computer and Educational Furniture in the total amount of \$320,872.68 with Spacesaver Storage Systems, Inc., dba Patterson Pope, Inc. (Fort Atkinson, WI), to provide delivery and installation services for new Evidence Storage Locking Systems for the Fulton County District Attorney's Office. Effective upon BOC approval. This is a one-time procurement.

23-0824 Real Estate and Asset Management

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 23ITB073123C-MH, Elevator and Escalator Maintenance Services in an amount not to exceed \$400,000.00, with Mowrey Elevator Company of Florida, Inc. (Marianna, FL), to provide on-site preventive and corrective maintenance services for all passenger and freight elevators in Fulton County facilities. Effective dates: January 1, 2024, through December 31, 2024, with two renewal options.

Health and Human Services**23-0825 Public Works**

Request approval of a recommended proposal - Public Works, 23RFP052223K-JA, Design-Build Services for Camp Creek Water Reclamation Facility in the amount of \$9,725,000.00 with Reeves Young/GMC, JV to provide design-build services for the Camp Creek WRF North Plant. Effective upon issuance of the Notice to Proceed for seven hundred (700) consecutive/calendar days.

23-0826 Public Works

Request approval of the lowest responsible bidder - Department of Public Works, 23ITBC139448A-JWT, Truck Mounted CCTV Sewer Pipe Inspection System, in an amount not to exceed \$240,183.13 with Schwalm USA LLC, (Greenville, SC), for the purchase of one (1) truck mounted CCTV sewer pipe inspection system effective upon BOC approval. This is a one-time procurement.

23-0827 Public Works

Request approval of the lowest responsible bidder - Department of Public Works, 23ITB08012023A-JWT, Water Quality Monitoring in the amount of \$100,512.00 with Integrated Science Engineering, Inc. (Newman, GA), to provide water quality monitoring services. Effective dates: January 1, 2024, through December 31, 2024, with two renewal options.

23-0828 Public Works

Request approval of a Contract Item Agreement (CIA) between Fulton County and the Georgia Department of Transportation (GDOT) for the adjustment of 6 sanitary sewer manholes associated with the resurfacing of Project M006461 SR 14/Roosevelt Hwy From SR 138/Beverly Engram Parkway To CR 542/Delano Road, in an estimated amount of \$23,000.00.

Justice and Safety**23-0829 Police**

Request approval of a recommended proposal - Police Department, 23RFP139745B-EC, Armed and Unarmed Security Services in an amount not to exceed \$7,200,000.00 with Universal Protection Services dba Allied Universal Security Services (Atlanta, GA) to provide armed and unarmed security services for various County departments. Effective January 1, 2024, through December 31, 2024, with two renewal options.

23-0830 Sheriff

Request approval to amend an existing contract - Sheriff's Office, 17RFP07012016B-BR, Inmate Medical Services with NaphCare of Fulton County, LLC (Birmingham, AL) in the amount of \$1,200,394.20 to provide physical and mental health services to inmates at the south Annex and one FTE medical escort officer to support court-mandated mental health programming at the Atlanta City Detention Center. Effective July 1, 2023, through December 31, 2023.

23-0831 Sheriff

Request approval to renew an existing contract - Sheriff's Office, 17RFP07012016B-BR, Inmate Medical Services with NaphCare, Inc. (Birmingham, AL) in the amount of \$33,791,785.73 to provide physical and mental health services to inmates at the Fulton County Jail and other locations in addition to the annual medication pass through costs estimated not to exceed \$5,500,000.00. This action exercises the sixth of nine renewal options. Three renewal options remain. Effective dates: January 1, 2024, through December 31, 2024.

COMMISSIONERS' ACTION ITEMS**23-0788 Board of Commissioners**

Request approval of a Resolution consenting to and ratifying the use of Fulton County AD Valorem Property Tax Increment for two projects located in Westside Tax Allocation Bond District Number 1 - Atlanta/Westside. **(Barrett)**

23-0832 Board of Commissioners

Request approval of an Ordinance to amend the Code of Laws of Fulton County, Georgia, as amended, specifically to amend Subpart B - Code of Resolutions, Chapter 146 - Law Enforcement, Article III. - Jail, Division 2. - County Jail Welfare Fund, Sections 146-81 ET SEQ. regarding the establishment and use of the County Jail Welfare Fund, also known as the Inmate Welfare Fund by abolishing Division 2. - County Jail Welfare Fund, in its entirety; to provide that all funds generated at the Fulton County Jail facilities using County Property, facilities, or other resources shall be deposited into the Fulton County General Fund; and for other purposes. **(Pitts)**

Commissioners' Full Board Appointments**23-0833 Board of Commissioners****BOARD OF ETHICS**

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

Term = 3 years

Term below expired: 2/12/2023

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

The Atlanta Bar Association has recommended Benjamin E. Fox for a Full Board reappointment to a term ending February 12, 2026.

23-0834 Board of Commissioners
BOARD OF HEALTH (FULTON COUNTY)

The Board of Commissioners has four appointees, pursuant to HB 885 (2016) and Georgia Code Section 31-3-2 (2016). Fulton County appointments are as follows: One member shall be the chief executive officer of the governing authority of the County and shall serve as a member while holding their offices as chief executive officer of the governing authority of the County. One member to be appointed by the governing authority of the County shall be a physician actively practicing in the County; however, the governing authority may appoint a person licensed as a nurse or dentist under Chapter 26 or 11 of Title 43, or any other person having a familiarity with and concern for the provision of medical services in the County. One member to be appointed by the governing authority of the County shall be a consumer, a representative of a consumer, or a person from an advocacy agency or group, which member will represent on the Board the County's consumers of health services. And one member to be appointed by the governing authority of the County shall be a consumer member who will represent on the Board the County's needy, underprivileged, or elderly community. Initial terms are staggered. After these initial terms, members appointed shall take office the first day of January immediately following the expiration of the immediately preceding term of that office and serve terms of six years and until their successors are appointed and qualified.

Term = 6-year terms, after the initial terms

Term below expires: 12/31/2023
Jack Hardin **(BOC Position #6)**

Chairman Robb Pitts has nominated Jack Hardin (BOC Position #6) for a Full Board reappointment to a term ending December 31, 2029.

COUNTY MANAGER'S PRESENTATION AND DISCUSSION ITEMS

Open & Responsible Government

23-0835 External Affairs
Request approval of 2024 State Legislative Agenda.

COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS

23-0836 Board of Commissioners
Discussion: Update of activities of the City of Atlanta and Fulton County Recreation Authority (AFCRA). **(Arrington)**

23-0837 Board of Commissioners
Discussion: Public Defender Newly Identified Operation ABA Requirement and Standards and Needs for 2024 **(Hall)**

EXECUTIVE SESSION

[23-0838](#) 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.: 23-0797

Meeting Date: 11/15/2023

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

Proclamations for Spreading on the Minutes.

Proclamation recognizing “Lou Gossett, Jr. Appreciation Day.” **(Pitts)**
November 4, 2023

Proclamation recognizing “Georgia Military Veterans Hall of Fame Appreciation Day.” **(Pitts)**
November 4, 2023

Proclamation recognizing “Shrine of the Immaculate Conception Appreciation Day.” **(Pitts)**
November 5, 2023

Proclamation recognizing “Operation Green Light for Veterans Appreciation Day.”
(Thorne/Abdur-Rahman)
November 6, 2023

Proclamation recognizing “Student Leadership Johns Creek Appreciation Day.” **(Thorne)**
November 9, 2023

Proclamation recognizing “Alpharetta High School Girls Volleyball Championship Team Appreciation Day.” **(Thorne)**
November 9, 2023

Proclamation recognizing “Bone Crusher Appreciation Day.” **(Hall)**
November 11, 2023

Proclamation recognizing “Joseph L. “Jerry” Moore Appreciation Day.” **(Abdur-Rahman)**
November 11, 2023

Proclamation recognizing “Elgintine Dudley Appreciation Day.” **(Hall)**
November 12, 2023

Proclamation recognizing “Transitioning Our Heroes Appreciation Day.” **(Hall)**
November 13, 2023

Proclamation recognizing “South Fulton Retired Educators Appreciation Day.” **(Arrington)**
November 16, 2023



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0801

Meeting Date: 11/15/2023

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

Execution by Chairman Robert L. Pitts of a TEFRA (Tax Equity Fiscal Responsibility Act) for documentation pertaining to the proposed issuance of its Development Authority of Fulton County Georgia Tech Facilities Revenue Bonds, Series 2024, in an amount not to exceed \$65,000,000.00 (the "Bonds").

November 7, 2023

Via Hand Delivery

Ms. Tonya Grier
Clerk to the Commission
Fulton County Board of Commissioners
141 Pryor Street, S.W.
Atlanta, Georgia 30303

Re: Development Authority of Fulton County – Georgia Tech Facilities, Inc. Revenue Bonds

Dear Ms. Grier:

As attorney for the Development Authority of Fulton County (the “Issuer”), I am enclosing herewith for the signature of Chairman Pitts four copies of the TEFRA certificate, with attached standard supporting documentation, pertaining to the proposed issuance of its Development Authority of Fulton County Georgia Tech Facilities Revenue Bonds, Series 2024, in an amount not to exceed \$65,000,000 (the “Bonds”). The Bonds will be issued for the benefit of Georgia Tech Facilities, Inc., a Georgia non-profit corporation (the “Borrower”) and an affiliated organization of the Georgia Institute of Technology, a unit of the University System of Georgia (“Georgia Tech”), for the purpose of financing (a) a portion of the costs attributable to the acquisition, construction, installation and equipping of a portion of a twin tower building to be used for office and academic endeavors and to be known as “Tech Square 3,” located on a site bound on the west by Spring Street, on the east by West Peachtree Street, on the north by Biltmore Place and on the south by 5th Street in Atlanta, Georgia, and certain capital improvements on the campus of Georgia Tech at 225 North Avenue, NW, Atlanta, Georgia 30332 (b) capitalized interest on the Bonds, and (c) costs of issuance of the Bonds. The Borrower’s facilities financed by the Bonds will be operated by Georgia Tech or entities affiliated with Georgia Tech.

Please note that the Borrower commits to comply with the Issuer’s Minority and Female Business Enterprises Policy, which was revised April 22, 2008, in accordance with the Fulton County Board of Commissioners Resolution adopted April 2, 2008, and the Borrower projects minority and female participation in the project to be approximately 10%.

If you or Chairman Pitts have any questions, please call me. Otherwise, please ask Chairman Pitts to execute the enclosed certificates at his earliest opportunity, and please then


November 7, 2023

Page 2

return at least three executed certificates with supporting documentation to me at your earliest opportunity for further processing.

Thank you for your cooperation in this matter.

Sincerely,



Sandra Z. Zayac

SZZ

Enclosures

cc: Mr. Richard Anderson (w/o encl.)
County Manager
cc: Ms. Y. Soo Jo
County Attorney

**CERTIFICATE OF CHAIRMAN OF FULTON COUNTY BOARD OF
COMMISSIONERS REGARDING PUBLIC APPROVAL FOR DEVELOPMENT
AUTHORITY OF FULTON COUNTY
PROPOSED REVENUE BONDS FOR
GEORGIA TECH FACILITIES, INC.**

The undersigned is the Chairman of the Fulton County Board of Commissioners, and as such is the designated chief elected executive official of Fulton County. Georgia Tech Facilities, Inc., a Georgia non-profit corporation (the "Company") and an affiliated organization of the Georgia Institute of Technology, a unit of the University System of Georgia ("Georgia Tech") proposes to finance (a) the costs attributable to the acquisition, construction, installation and equipping of a portion of a twin tower building to be used for office and academic endeavors and to be known as "Tech Square 3," located on a site bound on the west by Spring Street, on the east by West Peachtree Street, on the north by Biltmore Place and on the south by 5th Street in Atlanta, Georgia, and certain capital improvements on the campus of Georgia Tech at 225 North Avenue, NW, Atlanta, Georgia 30332 (b) capitalized interest, and (b) the costs of issuance of the Bonds defined below (collectively, the "Project").

The Project is to be financed from the proceeds of revenue bonds to be issued by the Development Authority of Fulton County (the "Issuer") in the aggregate principal amount of not to exceed \$65,000,000 (the "Bonds"). The initial owner, operator or manager of the facilities financed by the Bonds will be Georgia Tech. The facilities financed by the Bonds are located in Fulton County.

On October 30, 2023, notice of the public hearing (the "Notice") was published on the website of the Issuer. The Notice was designed to apprise residents of Fulton County of the proposed issuance of the Bonds by the Issuer and was published not less than 7 days before the scheduled date of the public hearing referred to in the Notice. A copy of the Publisher's Affidavit including a copy of the Notice is attached as Exhibit "A" to the Certification of Hearing Officer (the "Certification") dated November 7, 2023, which is attached hereto.

On November 7, 2023, a public hearing (the "Hearing") with regard to the issuance of the Bonds was held at 11:00 a.m. via teleconference in accordance with Revenue Procedure 2022-20. The Hearing was accessible to the residents of the approving governmental unit by calling a toll-free telephone number. The public was invited to join by dialing 888-788-0099 (Meeting ID: 846 7879 3487). The Hearing was conducted in a manner that provided a reasonable opportunity for persons with differing views on both the issuance of the Bonds and the location and nature of the Project to be heard, as evidenced by the Certification, which is attached hereto.

The proceedings have been reviewed and determination made that the issuance of the Bonds is legally proper and a placement/investment letter and a Minority and Female Business Enterprise Policy ("MFBE") Utilization Report has been received, as evidenced by the Exhibits "C", "D" and "E", respectively, to the Certification, which is attached hereto.

Based on the foregoing, the undersigned duly approves the issuance of the Bonds as contemplated by the Notice for the purpose of financing the Project for the Company. This approval is solely intended to comply with the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended, and shall not result in or impose any pecuniary liability upon or constitute a lien upon the property or a claim against Fulton County, the State of Georgia, or a political subdivision thereof.

This ____ day of _____, 2023.

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

Approved as to form:



Attorney

**CERTIFICATION
RELATIVE TO THE ISSUANCE OF
DEVELOPMENT AUTHORITY OF FULTON COUNTY
PROPOSED REVENUE BONDS
(GEORGIA TECH FACILITIES, INC.)**

WHEREAS, the DEVELOPMENT AUTHORITY OF FULTON COUNTY (the “Issuer”) is considering adoption of or has adopted a Resolution (the “Resolution”) providing for the issuance of Development Authority of Fulton County Revenue Bonds related to the Project, in an amount not to exceed \$65,000,000 (the “Bonds”); and

WHEREAS, prior to the adoption of the Resolution, notice of public hearing (the “Notice”) was published on October 30, 2023 on the website of the Issuer, as evidenced by the copy of Publisher's Affidavit including a copy of the Notice attached hereto as Exhibit “A”. The Notice was designed to apprise residents of Fulton County of the proposed issuance of the Bonds by the Issuer and was published not less than 7 days before the scheduled date of the public hearing referred to in the Notice; and

WHEREAS, on November 7, 2023, a public hearing (the “Hearing”) with regard to the issuance of the Bonds was held at 11:00 a.m. via teleconference in accordance with Revenue Procedure 2022-20. The Hearing was accessible to the residents of the approving governmental unit by calling a toll-free telephone number. The public was invited to join by dialing 888-788-0099 (Meeting ID: 846 7879 3487). The Hearing was conducted by the undersigned as authorized hearing officer for the Issuer in a manner that provided a reasonable opportunity to be heard for persons with differing views on both the issuance of the Bonds and the location and nature of the Project; and

WHEREAS, the names and addresses of all parties attending the Hearing, together with a summary of matters discussed at the Hearing, are set forth on the Hearing Report attached hereto as Exhibit “B”; and

WHEREAS, the documents involved in the proposed issuance of the Bonds have been approved by the attorney for the Issuer, as evidenced by an opinion letter attached hereto as Exhibit “C”; and

WHEREAS, a placement/investment letter relating to the contemplated placement or underwriting and sale of the Bonds, a copy of which is attached hereto as Exhibit “D”, has been furnished to the Issuer, as required by procedures adopted by the Board of Commissioners of Fulton County;

WHEREAS, a Minority and Female Business Enterprise Policy (“MFBE”) Utilization Report, a copy of which is attached hereto as Exhibit “E”, has been furnished to the Issuer, as required by procedures adopted by the Board of Commissioners of Fulton County;

WHEREAS, a copy of the Issuer's Minority and Female Business Enterprise Policy is attached hereto as Exhibit “F”, as required by procedures adopted by the Board of Commissioners of Fulton County;

NOW, THEREFORE, the undersigned does hereby certify the above facts are true and correct and does request the Board of Commissioners of Fulton County approve the issuance of the Development Authority of Fulton County Georgia Tech Facilities Revenue Bonds, Series 2024, for the purpose of complying with Section 147(f) of the Internal Revenue Code of 1986.

Given under my hand and seal of the Issuer, this 7th day of November, 2023.



LAUREN W. DANIELS
Hearing Officer, Development
Authority of Fulton County

EXHIBIT “A”

(PUBLISHER’S AFFIDAVIT)

TEFRA Notices

[Georgia Tech Facilities, Inc. \(Date Posted: October 30, 2023\)](#)

[Georgia Tech Athletic Association \(Date Posted: September 11, 2023\)](#)

[Atlanta International School, Inc. \(Date Posted: September 11, 2023\)](#)

[Young Men's Christian Association of Metropolitan Atlanta, Inc. \(Date Posted: September 18, 2023\)](#)

[Shepherd Center, Inc. \(Date Posted: October 19, 2022\)](#)

[The Westminster Schools, Inc. \(Date Posted: October 19, 2022\)](#)

[Beverly J. Searles Foundation \(Langston Hughes Apartments\) \(Date Posted: September 12, 2022\)](#)

[Beverly J. Searles Foundation \(Piedmont Senior Apartments\) \(Date Posted: September 12, 2022\)](#)

[Beverly J. Searles Foundation \(Sandtown Senior Apartments\) \(Date Posted: September 12, 2022\)](#)

[Beverly J. Searles Foundation \(Shannon Senior Apartments\) \(Date Posted: September 12, 2022\)](#)

[East Point Abbington Point, LP \(Date Posted: September 12, 2022\)](#)

[TUFF-Atlanta Housing 2022 \(Date Posted: November 24, 2021\)](#)

[Phoenix Ridge \(North\) \(Date Posted: May 26, 2021\)](#)

[Phoenix Ridge \(South\) \(Date Posted: May 26, 2021\)](#)

[Reserve at Hollywood LLC \(Date Posted: May 26, 2021\)](#)

**NOTICE OF PUBLIC HEARING ON PROPOSED
REVENUE BONDS TO BE ISSUED BY THE
DEVELOPMENT AUTHORITY OF FULTON COUNTY**

Notice is hereby given that on the 7th day of November, 2023, at 11:00 a.m. the hearing officer of the Development Authority of Fulton County (the “Issuer”) will hold a public hearing via teleconference concerning the proposed issuance of revenue bonds in one or more series (the “Bonds”) by the Issuer in the aggregate principal amount of not to exceed \$65,000,000, to be issued for the benefit of Georgia Tech Facilities, Inc., a Georgia non-profit corporation (the “Borrower”) and an affiliated organization of the Georgia Institute of Technology, a unit of the University System of Georgia (“Georgia Tech”), for the purpose of financing (a) a portion of the costs attributable to the acquisition, construction, installation and equipping of a portion of a twin tower building to be used for office and academic endeavors and to be known as “Tech Square 3,” located on a site bound on the west by Spring Street, on the east by West Peachtree Street, on the north by Biltmore Place and on the south by 5th Street in Atlanta, Georgia, and certain capital improvements on the campus of Georgia Tech at 225 North Avenue, NW, Atlanta, Georgia 30332 (the “Facilities”), (b) capitalized interest on the Bonds, and (c) costs of issuance of the Bonds. The Facilities will be operated by Georgia Tech or entities affiliated with Georgia Tech.

The Bonds, when and if issued, will be the limited obligation of the Issuer and will not constitute a general obligation of the State of Georgia, Fulton County, Georgia or the Issuer, nor shall the Bonds be payable in any manner by taxation, but are payable solely from the payments made by or on behalf of the Issuer, pursuant to an agreement between the Issuer and the Borrower which are pledged to the payment of the Bonds. The issuance of Bonds is in furtherance of the public purpose of the Issuer.

The hearing will be held before a hearing officer designated by the Issuer via teleconference in accordance with Revenue Procedure 2022-20 and will be accessible to the residents of the approving governmental unit by dialing 888-788-0099 (Meeting ID: 846 7879 3487). Any interested party having views on the proposed issuance of the Bonds or the nature or location of the proposed Project may be heard at such public hearing by joining the teleconference meeting as instructed herein.

THE ISSUER WILL NOT CONDUCT ANY PERFORMANCE AUDIT OR PERFORMANCE REVIEW WITH RESPECT TO THE BONDS AS SUCH TERMS ARE DESCRIBED IN SECTION 36-82-100, OFFICIAL CODE OF GEORGIA ANNOTATED.

DEVELOPMENT AUTHORITY OF FULTON COUNTY

AFFIDAVIT OF PUBLICATION

Personally appeared before the undersigned officer authorized to administer oaths, Daniella Gutierrez, who upon being duly sworn deposes and says as follows:

I am the Marketing & Community Relations Manager of the *Development Authority of Fulton County*, a public body corporate and politic, duly created by the Development Authorities Law, O.C.G.A. § 36-62-1, *et seq.* and activated by resolution, as amended, of the governing body of Fulton County. Pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (26 C.F.R. § 1.147(f)-1 (2018)), public notice has been given by electronic posting on the public website of the *Development Authority of Fulton County*, the on-behalf-of issuer, as an alternative to the public website of the approving governmental unit. Attached hereto is a true and correct copy of the publication of the TEFRA Notice concerning Georgia Tech Facilities, Inc., which was published on the *Development Authority of Fulton County* website (<https://www.developfultoncounty.com/tefra-notice>) in an area of the website used to inform its residents about events affecting the residents on the following date: October 30, 2023.

Print Name: Daniella Gutierrez

Sworn to and subscribed before me
this 30th day of October, 2023.

Notary Public, State of Georgia

My commission expires: 01/31/26

[NOTARY SEAL]



EXHIBIT “B”

(HEARING REPORT)

1. The names and addresses of all parties present for the Hearing are as follows:

No parties were in attendance.

2. The matters discussed at the Hearing are summarized as follows:

Because no parties were present at the Hearing, no matters were discussed.

EXHIBIT “C”

(LETTER OF AUTHORITY ATTORNEY)

November 7, 2023

The Board of Commissioners
of Fulton County
Atlanta, Georgia

Development Authority of
Fulton County
Atlanta, Georgia

Dear Sir or Madam:

We are delivering this opinion in compliance with the requirements of the Chairman of the Fulton County Commission relative to approval of financing.

This opinion is to accompany the approval of the Issuer and Financing described as follows:

Issuer:	Development Authority of Fulton County
Financing:	Revenue Bonds in the aggregate principal amount not to exceed \$65,000,000 (the "Bonds")
Borrower:	Georgia Tech Facilities, Inc.
Project:	to finance (a) the costs attributable to the acquisition, construction, installation and equipping of a portion of a twin tower building to be used for office and academic endeavors and to be known as "Tech Square 3," located on a site bound on the west by Spring Street, on the east by West Peachtree Street, on the north by Biltmore Place and on the south by 5 th Street in Atlanta, Georgia, and certain capital improvements on the campus of the Georgia Institute of Technology at 225 North Avenue, NW, Atlanta, Georgia 30332 (b) capitalized interest on the Bonds, and (c) costs of issuance of the Bonds.

Public hearing was held before the Development Authority of Fulton County on November 7, 2023, pursuant to an advertisement appearing on

the website of the Development Authority of Fulton County on October 30, 2023.

In rendering this opinion, with your permission, we have relied conclusively on representations of representatives of the Issuer, the Borrower, or both as to the correctness of the information set forth above.

Based on the foregoing, we are of the opinion that the Issuer is authorized under the laws of the State of Georgia to issue financing for projects of the type and nature described hereinabove pursuant to Article IX, Section VI, Paragraph III, of the Constitution of Georgia of 1983, as amended, the Development Authorities Law (O.C.G.A. 36-62-1 et seq.) and the Revenue Bond Law (O.C.G.A. 36-82-60 et seq.).

This opinion relates solely to the application relating to the Financing identified above as submitted by or on behalf of the Borrower to the Issuer, and is rendered solely to the parties to whom it is addressed. This opinion is not to be used for any other purpose, quoted in whole or in part, relied upon by or delivered to any other person or party.

Sincerely,



Sandra Z. Zayac

SZZ

Enclosures

EXHIBIT “D”

(Placement/Investment Letter)

November 2, 2023

Development Authority of Fulton County
c/o Sandy Zayac, Esq.
Arnall Golden Gregory LLP
171 17th Street NW, Suite 2100
Atlanta, Georgia 30363

Dear Sir or Madam:

In connection with the public hearing, pursuant to Section 147(±) of the Internal Revenue Code of 1986, as amended, relating to the Development Authority of Fulton County (the "Issuer") and Georgia Tech Facilities, Inc. (the "Borrower"), we are pleased to provide our preliminary view regarding the ability of the Issuer and the Borrower to raise up to \$65,000,000 of debt financing. Our view is based on our understanding of the transaction as it is presently structured, including our current knowledge of the operations, tax status, financial results, conditions and prospects of the Issuer and the Borrower and general economic, industry and market conditions. We note also that our view is based upon the limited information we have been provided by the Issuer and the Borrower to date regarding the transaction and, as we have not had the opportunity to conduct due diligence, we understand that we will be provided the opportunity to conduct thorough due diligence prior to any financing or commitment.

Based upon and subject to the terms of this letter, we are pleased to confirm that it is our preliminary view that, based upon current market conditions, up to \$65,000,000 of debt securities of the Issuer could be sold in the debt capital markets. Our views in this letter are based on our understanding of financing documents; (ii) satisfactory completion of an offering document for the financing; (iii) satisfactory completion of legal, accounting, financial and other due diligence customary in similar capital markets transactions; and (iv) the absence of any material adverse change in the condition, business, results, operations or prospects of the Issuer or the Borrower.

Furthermore, our view is subject to there not having occurred; (a) any general suspension of, or limitation on prices for, trading in securities in the New York Stock Exchange; (b) any suspension of trading in any securities of the Issuer or the Borrower; (c) any material adverse change in financial market conditions; (d) any declaration of a banking moratorium or any suspension of payments in respect of banks generally in New York or Georgia; or (e) any outbreak or escalation of hostilities or any other calamity or crisis that, in our judgment, is material and adverse.

This letter does not represent and should not be construed as a commitment by BofA Securities, Inc. or any of our respective affiliates to underwrite or arrange any financing for the Issuer or the Borrower and does not constitute an undertaking or contractual commitment to purchase on a principal or agency basis any debt securities of the Issuer or the Borrower. Any commitment to underwrite debt securities of the Issuer or the Borrower will be conditioned on the execution of a mutually acceptable definitive bond purchase agreement. Nothing expressed or implied in this

letter is intended to create legal relations between us or to constitute representations or warranties on which the Issuer or the Borrower may rely.

This letter has been delivered to you for your informational purposes only and is not to be distributed or disclosed to, or otherwise relied upon by, any other person without our consent, except as required by law.

If you have any questions with respect to this letter, do not hesitate to call the undersigned.

Very truly yours,

BOFA SECURITIES, INC., as Underwriter

By: 
Director

EXHIBIT “E”

(Minority and Female Business Enterprise Policy Utilization Report of Company)

BORROWER'S MFBE UTILIZATION REPORT

This report must be submitted at the earlier of the date of TEFR approval or final bond resolution, and thereafter, updated reports must be submitted on a quarterly basis, beginning with the first full quarter following the date of final bond resolution, to be received by the tenth day following the last day of the relevant quarter. The report should be mailed/mailed to: Development Authority of Fulton County, 141 Pryor Street, S.W., Suite 2052 (Peachtree Level), Atlanta, Georgia 30303 (sandra.zayac@agg.com). Upon the first submission of this report, please attach a copy of the Borrower's policy on hiring of minorities and females or the Prime Contractor's policy on the utilization of minority and female-owned businesses, as applicable. Please complete the report with "N/A - not applicable for refunding transactions" or mark "Not yet engaged" if contractors or subcontractors have not yet been retained.

REPORTING PERIOD		PROJECT NAME:	Expansion of Tech Square Phase IIIA
FROM:		BOND CAPTION:	
TO:		PROJECT ADDRESS:	55 5th Street NW Atlanta, GA 30308


PRIME CONTRACTOR (Identify if MFBE)			
Name:	Turner Construction Company	Contract Award Date	6/29/2022
Address:	3495 Piedmont Rd., NE, Ste. 700 Atlanta GA 30305	Contract Award Amount	\$ 753,733.00
Telephone #:	404-504-3700	Change Order Amount	\$109,188,843.00
			Through CCO-2 Schedule - 09/04/25

AMOUNT OF REQUISITION THIS PERIOD: \$ _____
TOTAL AMOUNT REQUISITION TO DATE: \$ _____

SUBCONTRACTOR or VENDOR UTILIZATION (for equipping of Project or acquisition of personal property)
 additional page if necessary

Name of Sub-Contractor or Vendor (Identify if MFBE)	Description of Work or Goods Purchased	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period Starting Date	Contract Period Ending Date
Carter Concrete (SDVBE)	Concrete	\$ 21,317,811.00	\$ -	\$ -	8/30/23 - 1/3/26	
Metro Waterproofing	Waterproofing & Caulking	\$ 421,670.00	\$ -	\$ -	8/30/23 - 1/3/26	
Watertight Roofing	Roofing	\$ 1,719,200.00	\$ -	\$ -	8/30/23 - 1/3/26	
Crown Corr	Curtain Wall & Exterior Glazing	\$ 7,963,906.00	\$ 164,500.00	\$ 51,750.00	8/30/23 - 1/3/26	
TK Elevators	Elevators	\$ 3,815,515.00	\$ -	\$ -	8/30/23 - 1/3/26	
Century Fire Protection	Fire Protection	\$ 1,383,000.00	\$ -	\$ -	8/30/23 - 1/3/26	
McKenneys	HVAC & Plumbing	\$ 12,703,643.00	\$ 122,188.00	\$ -	8/30/23 - 1/3/26	
Siemens	Automated Controls	\$ 1,586,900.00	\$ -	\$ -	8/30/23 - 1/3/26	
Allison-Smith Company	Electrical, FA, & LV Infrastructure	\$ 14,019,404.00	\$ -	\$ -	8/30/23 - 1/3/26	
Sourceblue	MEP Equipment	\$ 10,237,567.59	\$ 85,269.04	\$ 224,202.54	8/30/23 - 1/3/26	
TOTALS		\$ 75,168,616.59	\$ 371,957.04	\$ 275,952.54	8/30/23 - 1/3/26	

Borrower's Representative: Tanesha Steward **Address:** 221 Uncle Heinie way, Suite 309, Atlanta, Ga 30332

Executed By:  **(Print Name)**

Title: Executive Director

Phone: (678) 373-7162

Date: 10/10/2023 | 2:53 PM EDT **Email:** tanesha.steward@carnegie-gatech.edu

EXHIBIT "F"

(Copy of Authority's Minority and Female Business Enterprise Policy Revisions Adopted April 22, 2008)

It is the policy of the Development Authority of Fulton County that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. The Company shall utilize contractors, subcontractors, suppliers and vendors that do not discriminate against employees or employment applicants because of race, color, gender or national origin, in connection with the development of the Project. The Company shall also make a good faith effort to utilize, to the extent feasible and reasonable under the circumstances, minority or female owned enterprises in connection with the development of the Project. In furtherance of this effort, the Company shall furnish to the Authority, at or before the earlier of the date of submission of TEFRA approval documentation, if applicable, or of the final bond resolution, a written report (i) projecting its utilization of minority and female owned business enterprises in connection with the construction and/or equipping of the proposed Project, (ii) identifying all significant contractors, subcontractors, suppliers, or vendors engaged or utilized to date in connection with the development of the Project, and (iii) specifically identifying all minority or female owned contractors, subcontractors, suppliers or vendors engaged or utilized to date. The report shall also identify a Company representative who will be responsible for future contact and information regarding minority and female owned business enterprise utilization in connection with Project construction and/or acquisition of personal property in conjunction with the Project. In addition to the aforementioned initial written report, the Company shall file updated reports with the Authority on a quarterly basis, beginning with the first full quarter following the date of final bond resolution and continuing through the date of completion of the Project. The Company shall also consent to on-site monitoring visits by the Authority to evaluate compliance with the Policy.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0802

Meeting Date: 11/15/2023

Department

Human Resources Management

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

Request approval to renew an existing Independent Contractor Agreement between Fulton County and E. Anthony Daniels, P.C., to provide legal counsel/representation to the Grievance Review Committee in the amount of \$35,098.00. 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?

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: To request approval to renew an existing Independent Contractor Agreement between Fulton County and E. Anthony Daniels, P.C., to provide legal counsel/representation to the Grievance Review Committee in the amount of \$35,098.00. This action exercises the second of two (2) renewal options. No renewal options remain. Effective dates: January 1, 2024 through December 31, 2024.

Agenda Item No.: 23-0802

Meeting Date: 11/15/2023

Community Impact: There is no community impact.

Department Recommendation: The department recommends approval.

Project Implications: There are no project implications.

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

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

Fiscal Impact / Funding Source

Funding Line 1:

100-215-2150-1160

**INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN FULTON COUNTY AND E. ANTHONY DANIEL, P.C.**

THIS INDEPENDENT CONTRACTOR AGREEMENT, entered into this **1st day of January 2022**, by and between FULTON COUNTY (hereinafter "County") a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and **E. Anthony Daniel, P.C.**, (hereinafter "Independent Contractor").

ARTICLE I - INDEPENDENT CONTRACTOR SERVICES

Paragraph 1.0. The County retains Independent Contractor, and the Independent Contractor accepts retention by the County to render the services as hereinafter defined and required, to perform such services solely 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. The County acknowledges that it will engage **E. Anthony Daniel, P.C.** as an Independent Contractor to render the services defined and required herein.

ARTICLE II - SCOPE OF DUTIES

Paragraph 2.0. Upon execution of the Agreement, Independent Contractor is obligated to provide the following services for Fulton County: Provide legal counsel/representation to the Grievance Review Committee. At the request of the County, and without any additional cost to the County, when/if the Independent Contractor cannot provide legal counsel/representation for whatever reason, the Independent Contractor shall

be required to provide another Attorney to the County in order to provide these services.

ARTICLE III - COMPENSATION FOR SERVICES

Paragraph 3.0. Independent Contractor agrees to provide services at the rate of **\$1,349.92** to be paid by Fulton County as a vendor a bi-weekly pay period and not as an employee through employee payroll. As such, Independent Contractor shall provide the County with his/her Taxpayer I.D. and invoice the County for the Services performed.

Paragraph 3.1. The total dollar amount of this contract shall not exceed **\$35,098.00**.

ARTICLE IV - TERMINATION

Paragraph 4.0. In the event that County determines it no longer requires the services of Independent Contractor, the County may terminate this agreement by giving thirty (30) calendar days prior notice in writing (by hand delivery or posting in U.S. Mail) to Independent Contractor. No cause is necessary for termination.

Paragraph 4.1. If through any cause, Independent Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner; or in the event that any of the provisions or stipulations of this agreement are violated by Independent Contractor; or there is misconduct on the part of Independent Contractor, which reflects upon the good order and services of the County, the County shall there upon have the right to immediately suspend or terminate this agreement by serving written notice upon Independent Contractor of County's intent to suspend or terminate the contract. If the contract is terminated by the County, Independent Contractor will be compensated for the work satisfactorily performed

up to the termination date.

Paragraph 4.2. In the event that Independent Contractor determines it is no longer in his best interest to continue his contractual agreement with the County, Independent Contractor may likewise terminate this agreement by giving thirty (30) calendar days notice in writing (by hand delivery or posting in U.S. Mail) to the County stating the reasons for such termination.

ARTICLE V - INDEPENDENT CONTRACTOR STATUS

Paragraph 5.0. Nothing contained herein shall be deemed to create any relationship other than that of an Independent Contractor between the County and **E. Anthony Daniel, P.C.**. Independent Contractors in Fulton County do not accrue sick or vacation leave nor accrue other rights and benefits, accorded to full-time County employees. Under no circumstances shall the Independent Contractor, her employees, associates or agents be deemed employees, agents, partners, successors, assigns or legal representatives of the County.

Paragraph 5.1. The County will issue to Independent Contractor a Form 1099 for the Services performed as an Independent Contractor.

Paragraph 5.2. Independent Contractor acknowledges that this relationship is not a joint venture and that the parties do not have any shared business interest other than the Independent Contractor successfully completing the contracted for Services.

Paragraph 5.3. Independent Contractor acknowledges that he/she shall have no right of redress pursuant to the Fulton County Personnel Rules and Regulations or other regulations applicable to County employees.

Paragraph 5.4. Independent Contractor acknowledges that he/she shall have no right to accrue sick or vacation leave or to accrue other rights and employee benefits, including but not limited to, pension, worker's compensation coverage or health coverage. Nor will the County pay for any professional licenses required by the Independent Contractor to perform the Services.

Paragraph 5.5. Independent Contractor agrees that he/she is responsible for his own income tax withholding and Social Security self-employment taxes, professional liability insurance and excess coverage.

Paragraph 5.6. Independent Contractor agrees that the Contract is subject to, but not limited to, the Independent Contractor being licensed and in good-standing with the State Bar of Georgia.

Paragraph 5.7. Independent Contractor agrees at all times to fulfill his professional duties and to protect the County's privileged and confidential information along with the privileged and confidential information of any person he/she is retained to render Services for under this Contract.

Paragraph 5.8. Independent Contractor will return all County documents, including

all copies of any documents coming under his/her possession during performance of the Contract, when the Contract is complete or if terminated.

Paragraph 5.9. Independent Contractor shall not hold himself out to any party as an employee of Fulton County.

ARTICLE VI - TERM OF CONTRACT

Paragraph 6.0. The term of the Contract shall begin **January 1, 2022** and shall remain in force and effect until **December 31, 2022**, unless earlier terminated under the terms and conditions of this Contract. If funds are not allocated by the Fulton County Board of Commissioners, this Contract will terminate upon the expiration of the then existing term.

Paragraph 6.1. Before the end of the Contract term, at the written option of the Fulton County Board of Commissioners, this agreement may be renewed for two (2) one-year terms ("Renewal Terms"). However, no Renewal Term shall be authorized nor shall any Renewal Term of this Contract commence unless and until each Renewal Term has first been approved by the Fulton County Board of Commissioners. Said Renewal Term shall begin on January 1st and end on December 31st.

ARTICLE VII - INDEMNIFICATION

Paragraph 7.0. Independent Contractor hereby agrees to release, indemnify, defend and hold harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions,

proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Independent Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with its acceptance, or the performance, or nonperformance, of his/her obligations under this Contract. Independent Contractor further agrees to release, indemnify, defend and hold harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from liability of any nature or kind based upon Independent Contractors use of any copyrighted or non-copyrighted composition, process, patented or unpatented invention, article or appliance furnished or used in the performance of the Independent Contract, for which Independent Contractor is not the assignee or licensee.

Paragraph 7.1. Independent Contractor further agrees to release, indemnify, defend and hold harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from any injury (including death), loss, claim, demand, liability or damage sustained by the Independent Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents. Independent Contractor further agrees to provide County with proof that Independent Contractor is identified as an insured in a professional/public liability insurance policy, with an insurance policy, covering Independent Contractor, its directors, officers, employees, subcontractors, successors, assigns and agents, and shall expressly indemnify and hold harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from any claims, demands, actions and causes of actions arising from any act of Independent

Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents while under the terms of this Contract.

ARTICLE VIII - VARIATIONS OR MODIFICATIONS TO CONTRACT

Paragraph 8.0. This Contract constitutes the entire Contract between the County and Independent Contractor, and there are no further written or oral agreements with respect thereto. No variation or modifications of this Contract, and no waiver of its provisions, shall be valid unless in writing and signed by the County and Independent Contractor.

ARTICLE IX - SEVERABILITY OF TERMS

Paragraph 9.0. If any part or provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby and shall continue in full force and effect.

ARTICLE X - CAPTIONS

Paragraph 10.0. The captions are inserted herein only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Contract or the intent of the provisions thereof.

ARTICLE XI - GOVERNING LAW

Paragraph 11.0. This Contract shall be governed in all respects, as to validity, construction, capacity, performance or otherwise, by the laws of the State of Georgia.

ARTICLE XII –COUNTY'S RIGHT OF INSPECTION

Paragraph 12.0. County shall have the right, at its sole discretion, to inspect and review the Services provided by the Independent Contractor hereunder to determine their acceptability. County shall also have the right to review all of the Independent Contractor's records pertaining to this Agreement and Independent Contractor agrees to properly maintain its records so as to allow the County to audit its fees, standards, and services. Independent Contractor shall make such records available to County officials within seventy-two (72) hours written notice.

ARTICLE XIII - COOPERATION BY CONTRACTOR WITH COUNTY

Paragraph 13.0. Independent Contractor shall maintain regular communications with the County and the Department of Human Resources Management and their administrative staff, and shall actively cooperate in all matters pertaining to this Agreement including, without limitation, assisting the County in investigating and responding to any and all complaints, inspections, or investigations, arising in connection with the Independent Contractor's provision of Services under this Agreement.

ARTICLE XIV - COMPLIANCE WITH APPLICABLE LAWS

Paragraph 14.0. Independent Contractor shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, regulations and professional codes of responsibilities relating to the provision of the Services contracted to be provided by the Independent Contractor hereunder or which in any manner affect this Agreement.

ARTICLE XV - NO CONFLICT

Paragraph 15.0. Independent Contractor represents and warrants that he/she presently has no interest, direct or indirect and covenants and agrees that it will not, during the term of this Agreement, acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of his duties and obligations hereunder. However, nothing herein shall be construed as limiting or preventing Independent Contractor for performing Services for other persons or entities, including private clients, so long as they do not conflict with this Agreement. Independent Contractor further covenants and agrees for itself, its agents, employees, directors and officers to comply fully with the provisions of the Official Code of Georgia (O.C.G.A. Sec. 45-10-20 et. seq.) and the provisions of the Fulton County Code of Ethics (Section 23-9-1 et. seq.), governing conflicts of interest of persons doing business with the County, as such provisions now exist or may be amended hereafter. Independent Contractor represents and warrants that such provisions are not and will not be violated by this Agreement or the Independent Contractor's performance hereunder.

ARTICLE XVI - NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY

Paragraph 16.0. During the performance of this contract, the Independent Contractor agrees as follows:

1. The Independent Contractor shall not discriminate against any employee, or applicant for employment, because of race, religion, color, sex, or national origin. As used herein, the words "shall not discriminate" should mean and include, without limitation, the following:

- i. Recruited, whether by advertising or other means; compensated,

whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

ii. The Independent Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the nondiscrimination clause.

2. Independent Contractor shall in all solicitation or advertisement for employees, placed by or on behalf of the Independent Contractor, state that all qualified applicants will receive consideration for the employment without regard to race, religion, color, sex, or national origin.

3. Independent Contractor and her Sub Independent Contractors, if any shall file compliance reports at reasonable times and intervals with the county in the form and to the extent prescribed by the director. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs, and statistics of the Independent Contractor and his subcontractors.

4. Independent Contractor shall include the provisions of this paragraph in its entirety in every subcontract or purchase order so that such provisions will be binding upon each subcontractor.

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

INDEPENDENT CONTRACTOR

DocuSigned by:
E. Anthony Daniel
6D7F5158F1CC428...
E. Anthony Daniel, P.C.

03/28/2022
Date: _____

APPROVED AS TO FORM:

DocuSigned by:
Dominique Martinez
D7D420799114462...
Legal Department

FULTON COUNTY GOVERNMENT

DocuSigned by:
Kenneth L. Hermon, Jr.
EE2C3EB723DB496...
Kenneth L. Hermon, Jr., SHRM-SCP, IPMA-SCP
Chief Human Resources Officer
Department of Human Resources Management
03/31/2022
Date: _____

DocuSigned by:
Tonya Grier
EEC476C4837648D...
Tonya Grier
Clerk to the Commission
Fulton County Board of Commissioners
04/05/2022
Date: _____

DocuSigned by:
Robert Pitts
167FDE80EDAF436...
Robert L. Pitts
Chairman
Fulton County Board of Commissioners
04/04/2022
Date: _____



**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
1/1/2023	12/31/2023	1/1/2023	12/31/2023
Purchaser Order Number		Purchase Order Date	
Department			
Human Resources Management			
Bid Number		Service Commodity	
		Legal Counsel/Representation to the Grievance Review Committee	
Contractor			
E. Anthony Daniel, PC			
Performance Rating			
0 = Unsatisfactory	Achieves contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.		
1 = Poor	Achieves 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	Achieves 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	Achieves 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	Achieves 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 services provided by E. Anthony Daniel, PC can be classified as exemplary. He operates within the specifications set forth. Technical excellence and expertise are of high quality. Submission of required documentation is always timely and accurate. Overall performance rating is excellent.	
<input type="radio"/>	1		
<input type="radio"/>	2		
<input type="radio"/>	3		
<input checked="" type="radio"/>	4		
2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)	
<input type="radio"/>	0	E. Anthony Daniel, PC, provides very timely performance of services for the Grievance Review Committee.	
<input type="radio"/>	1		
<input type="radio"/>	2		
<input checked="" type="radio"/>	3		
<input type="radio"/>	4		

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	E. Anthony Daniel, PC, is extremely responsive to all inquiries and requests. He keeps the Committee up-to-date on all matters.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
<input type="radio"/>	0	E. Anthony Daniel, PC, has an excellent customer satisfaction rating. He meticulously operates within the specifications set forth and within the budgetary parameters with the submission of timely and correct invoices.
<input type="radio"/>	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	E. Anthony Daniel, PC, is very well credentialed with more than sufficient experience in the area of legal counsel and representation. He serves that Grievance Review Committee well.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	3.60	Date	
Would you select/recommend this vendor again?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Rating completed by:	Carlos Gordon		
Department Head Name:	Kenneth L. Hermon, Jr.		
Department Head Signature			



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

Submit

Print

Save



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Human Resources Management

BID/RFP# NUMBER: Not Applicable

BID/RFP# TITLE: Independent Contractor Agreement between Fulton County and E. Anthony Daniel, P.C. GRC Attorney

ORIGINAL APPROVAL DATE: March 16, 2022

RENEWAL PERIOD: FROM: January 1, 2024 to December 31, 2024

RENEWAL OPTION #: 2 of 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$35,098.00

COMPANY'S NAME: E. Anthony Daniel, P.C.

ADDRESS: 3300 Buckeye Road; Suite 369

CITY: Atlanta

STATE: GA

ZIP: 30341

This Renewal Agreement No. 2 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 for Bid/RFP# _____

(Person signing must have signature authority for the company/corporation)

NAME: _____ **(Print)**
(CEO, President, Vice President)

VENDOR'S SIGNATURE: _____ **DATE:** _____

ATTEST:

NOTARY PUBLIC: _____

TITLE: _____ **COUNTY:** _____

SEAL (Affix) **MY COMMISSION EXPIRES:** _____

FULTON COUNTY, GEORGIA

ROBERT L. PITTS
CHAIRMAN **DATE:** _____

ATTEST:

TONYA GRIER
CLERK TO THE COMMISSION **DATE:** _____

SEAL (Affix)

DEPARTMENT AUTHORIZES RENEWAL OPTION ON THE AFOREMENTIONED BID/RFP:

DEPARTMENT HEAD: _____ **(Print)**

DEPARTMENT HEAD SIGNATURE: _____ **DATE** _____

ITEM#: _____ **RCS:** _____
RECESS MEETING

ITEM#: _____ **RM:** _____
REGULAR MEETING



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0803

Meeting Date: 11/15/2023

Department

Finance

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

Ratification of October 2023 Grants Activity Report.

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

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 October 2023 Grants Activity Report (GAR) Exhibit 1: BOARD GRANTS RATIFICATION SUMMARY summarizes grants submitted/pending and awarded for the period October 1, 2023 - October 31, 2023.

Fulton County departments report the following grants activity:

- Applications Submitted/Pending: 3 (\$413,031.00 + \$0 Cash Match)
- Applications Awarded: 2 (\$500,000.00 + \$0 Cash Match)

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

- Justice and Safety
- Health and Human Services

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

- Total Applications Submitted/Pending: __55__ (\$37,230,863.87 + \$1,956,855.22 Cash Match)
- Total Applications Awarded: __29__ (\$8,750,883.35 + \$690,594.40 Cash Match)
- Total Grant Applications Denied: __0__ (\$0.00 + No Cash Match)

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



FULTON COUNTY FY2023 GRANTS ACTIVITY REPORT October 2023

Presented to:
Fulton County Board of Commissioners
Wednesday, November 15, 2023
Recess Meeting

Provided by: Fulton County Finance Department, Grants Administration Division



Exhibit 1: Board Grants Ratification Summary

Grants Submitted and/or Awarded October 1, 2023 - October 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 October 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 October 1, 2023 Through October 31, 2023 Requiring BOC Ratification

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status	Previous Award from Grantor
JUSTICE AND SAFETY							
District Attorney	Criminal Justice Coordinating Council	Victims of Crime Act	Request approval to apply and accept a repeat grant from the Criminal Justice Coordinating Council in the amount of \$155,903.00 to support the victims of crime program. This funding pays salary and benefit costs for three (3) Victim Witness Advocates that will assist victims before, during and after the trial process. *CICC indicated a \$35 million award (down from their original estimate of \$41 million) in FFY24, which is a roughly 56% cut to the highest levels of funding released in 2018. This amount represents elimination of all funding from 2019 (raises, training, individual competitive funding), all funding from 2018 (victims compensation advocates, individual competitive funding), all funding from 2017 (post-adjudication advocates, individual competitive funding, supplemental funding), and roughly 30% of 2016 funding (early notification advocates). Due to this reduction, the District Attorney Office is applying for an amount less than what was provided in FY22. No County Cash Match	\$ 155,903.00	\$ -	Pending	\$ 341,521.00
District Attorney	U.S Department of Justice	Victims of Crime Act	Request approval to apply and accept a continuous supplemental grant from the U.S. Department of Justice in the amount of \$246,310.00 for the Fulton County District Attorney's Conviction Integrity Unit (CIU), which will utilize the funds for post-conviction DNA testing in cases involving violent felony offenses where innocence is alleged. This funding pays salary and benefit costs for an Assistant District Attorney and a Records/Evidence Archive Clerk. The staff will be dedicated to resolving post-conviction violent felonies involving DNA evidence which demonstrate actual innocence. No County Cash Match	\$ 246,310.00	\$ -	Pending	N/A
Marshal Sheriff	City of Atlanta	U.S. Department of Justice (DOJ) FY2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Program	Request approval to apply and accept a repeat grant from the City of Atlanta in the amount of \$10,818.00 to fund Ballistic Vests and Toughbook Laptops. Marshal: Ballistic Vests - \$7,256.00 Sheriff: Toughbook Laptops - \$3,562.00 No County Cash Match	\$ 10,818.00	\$ -	Pending	\$ 17,745.00
Subtotal:				\$ 413,031.00	\$ -		
HEALTH AND HUMAN SERVICES							
Behavioral Health and Development Disabilities	Georgia Department of Behavioral Health and Developmental Disabilities	Clubhouse for Youth	Request approval to accept a repeat grant from Georgia Department of Behavioral Health and Developmental Disabilities in the amount of \$400,000.00 for FY2024 - Adolescent-AD Clubhouse Services Contract. The recovery support Clubhouse Program for Youth offers services to adolescents between 13 -18 during nontraditional hours to provide exposure to alternative choices to encourage drug free activities. The funding supports personnel, which includes a Case Manager, a Family Advocate and other administrative support services. No County Cash Match	\$ 400,000.00	\$ -	Awarded	\$ 400,000.00
Select Fulton	Technical College System of Georgia	Youth Program	Request approval to accept a continuous supplemental funding from the Technical College System of Georgia (Georgia Workforce Innovation and Opportunity Act) in the amount of \$100,000.00 for Fulton County youth ages 16-24, who are in and out of schools, disabled, pregnant, low-income, or involved with the juvenile system by providing secondary educational opportunities and career pathways to prepare them for emerging occupations in the global economy. No County Cash Match	\$100,000.00	\$ -	Awarded	N/A
Subtotal:				\$ 500,000.00	\$ -		
ARTS AND LIBRARIES							

EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY

Fulton County FY2023 October 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 October 1, 2023 Through October 31, 2023 Requiring BOC Ratification

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status	Previous Award from Grantor
INFRASTRUCTURE AND ECONOMIC DEVELOPMENT							
OPEN AND RESPONSIBLE GOVERNMENT							
REGIONAL LEADERSHIP							
			TOTAL:	\$ 913,031.00	\$ -		



Exhibit 2: All Grants Activity

Cumulative Through October 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 October 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: 10/1/2023-10/31/2023	Current Period Funds: 10/1/2023-10/31/2023	Cumulative Total Grants	Cumulative Total Funds
Grants Pending^	52	\$ 36,817,832.87	3	\$ 413,031.00	55	\$ 37,230,863.87
Grants Awarded	27	\$ 8,250,883.35	2	\$ 500,000.00	29	\$ 8,750,883.35
Grants Denied	0		0	\$ -	0	\$ -
Cash Match Requested-2023	-	\$ 2,647,449.62	-	\$ -	-	\$ 2,647,449.62
Total:	79	\$ 47,716,165.84	5	\$ 913,031.00	84	\$ 48,629,196.84

ALL GRANTS AWARDED, NEW VS. RENEWAL						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 10/1/2023-10/31/2023	Current Period Funds: 10/1/2023-10/31/2023	Cumulative Total Grants	Cumulative Total Funds
New Grant Awards	8	\$ 3,827,541.80	0	\$ -	8	\$ 3,827,541.80
Renewal/Repeat Grant Awards	19	\$ 4,423,341.55	2	\$ 500,000.00	21	\$ 4,923,341.55
Total:	27	\$ 8,250,883.35	2	\$ 500,000.00	29	\$ 8,750,883.35

ALL GRANTS AWARDED, COMPETITIVE VS. FORMULA						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 10/1/2023-10/31/2023	Current Period Funds: 10/1/2023-10/31/2023	Cumulative Total Grants	Cumulative Total Funds
Competitive Grant Awards	10	\$ 3,984,411.00	0	\$ -	10	\$ 3,984,411.00
Formula Grant Awards^^	17	\$ 4,266,472.35	2	\$ 500,000.00	19	\$ 4,766,472.35
Total:	27	\$ 8,250,883.35	2	\$ 500,000.00	29	\$ 8,750,883.35

^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.: 23-0804

Meeting Date: 11/15/2023

Department

Library

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

Request approval to renew an existing contract - Fulton County Library System - 22ITB0210B-EC, Shelf-Ready Foreign Language Books for Adults in the amount of \$36,520.00 with Multi-Cultural Books and Video (Madison Heights, MI) to provide foreign language books in multiple languages to all 34 library locations. This action exercises the second of three renewal options. One renewal option remains. Effective dates: January 1, 2024, to 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, 60 days if the contract term is six (6) months or less.

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 The Fulton County Library System (FCLS) intends to contract with a vendor to provide shelf-ready foreign language books for adults for a two-year period with an option to renew the contract for two additional years. The purpose of this request is to provide the library with new materials and replacement copies of worn and grubby titles.

Scope of Work: The Library System desires fiction and non-fiction materials in all subject areas that

are written in Hindi, Korean, Chinese, Farsi, Arabic and Russian. The vendor is to provide an inventory of adult fiction and non-fiction (in all Dewey ranges) large enough to supply the range and languages of books described above. The library expects a fill-rate that meets or exceeds 90% of all items ordered.

Community Impact: There is no community impact.

Department Recommendation: The County recommends approval of this contract

Project Implications: There are no project implications if this is not approved.

Community Issues/Concerns: There are no Community Issues

Department Issues/Concerns: There are no Department Issues

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0385	6/1/2022	\$36,520.00
1st Renewal	22-0898	12/7/2022	\$36,520.00
2 nd Renewal			\$36,520.00
Total Revised Amount			\$109,560.00

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

Contract Value: \$36,520.00

Prime Vendor: Multi-Cultural Books and Video

Prime Status: Non-Minority

Location: Madison Heights, MI

County: Oakland County

Prime Value: \$36,520.00 or 100.00%

Total Contract Value: \$36,520.00 or 100.00%

Total Certified Value: \$-0-

Exhibits Attached

Exhibit 1: Contract Renewal Agreement

Exhibit 2: Contract Renewal Evaluation

Exhibit 3: Contract Performance Report

Contact Information

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	\$36,520.00
Prior Renewals	\$36,520.00
This Request:	\$36,520.00
TOTAL:	\$109,560.00

Grant Information Summary

Amount Requested:	0.00	<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 \$:	\$0.00	

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

100-650-6565-1312: General Fund - Library - Library-Public Service Operations- Books-Library, \$36,520.00

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: 0 renewal option remains

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

Agenda Item No.: 23-0804

Meeting Date: 11/15/2023

Yes

Report Period Start:
1/1/2024

Report Period End:
12/31/2024



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Library

BID/RFP# NUMBER: 22ITB0210B-EC

BID/RFP# TITLE: Shelf-Ready Foreign Language Books for Adults

ORIGINAL APPROVAL DATE: 06/01/2022

RENEWAL EFFECTIVE DATES: 01/01/2024 to 12/31/2024

RENEWAL OPTION #: 2 of 3

NUMBER OF RENEWAL OPTIONS: 3

RENEWAL AMOUNT: \$36,520.00

COMPANY'S NAME: Multi-Cultural Books and Videos

ADDRESS: 30007 John R Road

CITY: Madison Heights

STATE: MI

ZIP: 48071

This Renewal Agreement No. 2 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

MULTI-CULTURAL BOOKS AND VIDEO

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

**Rakesh Kumar
President**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Gayle Holloman, Executive Director
Fulton County Public Library System**

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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

Contract Renewal Evaluation Form

Date:	October 1, 2022
Department:	Library
Contract Number:	22ITB0210B-EC
Contract Title:	Shelf-Ready Foreign Language Books for Adults

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 contract has a not to exceed limit and materials are purchased with a competitive bid process that prevents items from being purchased above market value. Cost can be reduced when using a demand based model for this project.

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:	September 15, 2023
Price found:	Amounts are comparable to our current vendors'
Different features / Conditions:	Click here to enter text.
Percent difference between internet price and renewal price:	Click here to enter text.

Explanation / Notes:

Pricing cannot be found on the internet. Some price comparisons were identified through the bidding process as vendors provided sampling of prices.

☐ **Market Survey of other jurisdictions:**

Date contacted:	September 1, 2023
Jurisdiction Name / Contact name:	Dekalb County
Date of last purchase:	September 1, 2023
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 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?**

There are \$8,970 worth of expenses

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.

This service cannot be performed in-house.

7. **What would be the impact on your department if this contract was not approved?** The County would lack in the area of providing shelf ready in Foreign Languages.

Click here to enter text.

Performance Evaluation Details

ID	E3
Project	Shelf-Ready Foreign Language Books for Adults
Project Number	22ITB0210B-EC
Supplier	Multi-Cultural Books & Videos
Supplier Project Contact	Joel Samuel (preferred language: English)
Performance Program	Professional Services
Evaluation Period	07/01/2023 to 09/30/2023
Effective Date	10/18/2023
Evaluation Type	Formal
Interview Date	09/01/2023
Expectations Meeting Date	09/01/2023
Status	Completed
Publication Date	10/18/2023 08:37 AM EDT
Completion Date	10/18/2023 08:37 AM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

20/20

Rating

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

Comments

Not Specified

SCHEDULE

20/20

Rating

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

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

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

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

20/20

Rating

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

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

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

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0805

Meeting Date: 11/15/2023

Department

Library

Requested Action

Request approval of a Resolution to accept the donation of an outdoor bench honoring former Roswell board volunteer member David James Lyon. Mr. Lyon has been a permanent fixture in the Roswell community working on development projects such as Southern Post and City Green.

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

Pursuant to Fulton County Code § 1-117, the Board of Commissioners has exclusive jurisdiction and control over directing and controlling all property of the County.

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

Arts and Libraries

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

Summary & Background

At the request of the family, there will be a bench installation and dedication for David James Lyon, Roswell Board Volunteer from 2012 - 2020 at the Roswell library. This request includes a plaque, a bench, and ceremony in memory of Mr. Lyons. David was a pillar in the Roswell Community. He also served as the Secretary and Treasurer on the Downtown Development Authority for the city of Roswell. Although Mr. Lyons was born in Pawnee Oklahoma, he was very passionate about working for the Roswell community. This will be the second dedication in honor of Mr. Lyon.

Scope of Work: Work for this project include the installation a bench and the ceremonial plaque. Work will

begin upon approval of this request.

Community Impact: There is no community impact.

Department Recommendation: The library department recommends approval of this donation.

Project Implications: There are no project implications.

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

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

Fiscal Impact / Funding Source

Funding Line 1:

n/a

1 **A RESOLUTION AUTHORIZING FULTON COUNTY TO ACCEPT THE DONATION**
2 **AND INSTALLATION OF AN OUTDOOR BENCH AT THE ROSWELL LIBRARY IN**
3 **HONOR OF DAVID JAMES LYON; AND FOR OTHER PURPOSES.**
4

5 **WHEREAS**, the Fulton County Library Systems ("FCLS") operates a systems of
6 library facilities throughout the incorporated and unincorporated areas of Fulton County
7 including the Roswell Library; and

8 **WHEREAS**, the late David James Lyon was a Library volunteer from 2012
9 through 2020 and gave of his time and talents to support the mission of the Fulton
10 County Library System; and

11 **WHEREAS**, his family wishes to donate an outdoor bench and plaque in honor of
12 Mr. Lyon to be installed on the grounds of the Roswell Library; and

13 **WHEREAS**, pursuant to Fulton County Code § 1-117, the Fulton County Board of
14 Commissioners has exclusive jurisdiction and control over all property and money
15 belonging to the County, which would include the Roswell Library.

16 **NOW THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of
17 Fulton County, Georgia hereby accepts the donation of an outdoor bench honoring the
18 late David James Lyon to be installed on the grounds of the Roswell Library.

19 **BE IT FURTHER RESOLVED** that the Board of Commissioners of Fulton
20 County, Georgia hereby accepts the donation of services for the installation of the
21 outdoor bench at no cost to Fulton County and in accordance with all applicable policies,
22 ordinances or resolutions.

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

26 **SO PASSED AND ADOPTED**, this ____ day of _____, 2023.
27
28
29

30 **FULTON COUNTY BOARD OF COMMISSIONERS:**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20

Robert L. Pitts, Chairman

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

<https://fc0365.sharepoint.com/sites/CountyAttorney/CAProjects/Library/Lyon Bench Resolution/Resolution Authorizing Fulton to Accept Bench.doc>



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0806

Meeting Date: 11/15/2023

Department

Department for HIV Elimination

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

Request approval of a Business Associate Agreement between Fulton County and CAI for the sharing of Protected Health Information. To protect the interest of the County, the County Attorney is authorized to approve the Business Associate Agreements as to form and substance and make any necessary modifications thereto prior to execution by the Chair.

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

42 USC 1320d, et seq.; 45 C.F.R. 160 and 164 (the "HIPAA Privacy Rule")

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 a Business Associate Agreement between Fulton County and CAI. Fulton County is a "covered entity" under the Health Insurance Portability and Accountability Act (HIPAA), meaning that it handles protected health information (PHI), and stores and transmits such sensitive information through electronic means. HIPAA requires that covered entities enter into Business Associate Agreements (BAAs) with any other entity that creates, receives, maintains, or transmits PHI on behalf of a covered entity. Fulton

County is receiving technical assistance from CAI, and this technical assistance requires CAI to access PHI from client-level data maintained by the Department for HIV Elimination. As such CAI is considered a business associate of a covered entity under HIPAA.C

Community Impact: Compliance with HIPAA.

Department Recommendation: The Department for HIV Elimination recommends approval.

Project Implications: Clarity regarding the treatment of confidential and protected health information.

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.



BUSINESS ASSOCIATE AGREEMENT Fulton County Government and HIV Service Provider



1. PREAMBLE AND DEFINITIONS

- 1.1 Pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended ("**HIPAA**"), Fulton County, a political subdivision of the State of Georgia, or any of its corporate affiliates ("**County**" or "**Covered Entity**") and CAI ("**Subrecipient**" or "**Business Associate**" or "**Associate**"), individually, a "Party" and collectively, the "Parties" enter into this Business Associate Agreement ("**BAA**") as of 5/1/2021, (the "**Effective Date**") that addresses the HIPAA requirements with respect to "business associates", as defined under the privacy, security, breach notification, and enforcement rules at 45 C.F.R. Part 16 and Part 164 ("**HIPAA Rules**"). A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.
- 1.2 This BAA is intended to ensure that Business Associate will establish and implement appropriate safeguards for the Protected Health Information ("**PHI**") (as defined under the HIPAA Rules) that Business Associate may receive, create, maintain, use, or disclose in connection with the functions, activities, and services that Business Associate performs for Covered Entity. The functions, activities, and services that Business Associate performs for Covered Entity are defined in Agreement between CAI and the County (the "**Underlying Agreement**") for HIV services funded through the Department for HIV Elimination.
- 1.3 Pursuant to changes required under the Health Information Technology for Economic and Clinical Health Act of 2009 (the "**HITECH Act**") and under the American Recovery and Reinvestment Act of 2009 ("**ARRA**"), this BAA also reflects federal breach notification requirements imposed on Business Associate when "**Unsecured PHI**" (as defined under the HIPAA Rules) is acquired by an unauthorized party, and the expanded privacy and security provisions imposed on business associates.
- 1.4 Terms used but not otherwise defined in this Agreement shall have the same meaning as those definitions set forth in the terms in HIPAA and Title XIII of the American Recovery and Reinvestment Act of 2009 (the Health Information Technology for Economic and Clinical Health Act, or "HITECH"), and in the implementing regulations of HIPAA and HITECH, now and as they may be amended in the future: **Breach, Data Aggregation, Designated Record Set, disclosure, Electronic Media, Electronic Protected Health Information ("ePHI"), Health Care Operations, individual, Individually Identifiable Health Information, Minimum Necessary, Notice of Privacy Practices, Privacy Officer, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and use.** Together HIPAA, HITECH, and their implementing regulations are referred to in this Agreement as the "Privacy Rule and the Security Rule." In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this

Agreement are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Agreement shall control.

- 1.5 A reference in this BAA to the Privacy Rule means the Privacy Rule, in conformity with the regulations at 45 C.F.R. Parts 160-164 (the "**Privacy Rule**") as interpreted under applicable regulations and guidance of general application published by the HHS, including all amendments thereto for which compliance is required, as amended by the HITECH Act, ARRA, and the HIPAA Rules.

2. GENERAL OBLIGATIONS OF BUSINESS ASSOCIATE

- 2.1 Business Associate agrees not to use or disclose PHI, other than as permitted or required by this BAA or as Required By Law, or if such use or disclosure does not otherwise cause a Breach of Unsecured PHI. Except as otherwise specified in this BAA or the Underlying Agreement, Business Associate has no right to de-identify PHI or create limited data sets from PHI for its own use, or compile and/or distribute statistical analyses and/or reports using aggregated data derived from the PHI or any other health or medical information obtained from the Covered Entity.
- 2.2 Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by the BAA.
- 2.3 Business Associate agrees to mitigate, to the extent practicable and at its sole expense, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this BAA's requirements or that would otherwise cause a Breach of Unsecured PHI.
- 2.4 The Business Associate agrees to the following breach notification requirements:
 - a) Business Associate agrees to report to Covered Entity any Breach of Unsecured PHI not provided for by the BAA of which it becomes aware as soon as feasible, and in no event later than thirty (30) calendar days after "discovery" within the meaning of the HITECH Act. Such notice shall include the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed in connection with such Breach. In addition, Business Associate shall provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach and any other available information that Covered Entity is required to include to the individual under 45 C.F.R. § 164.404(c) at the time of notification or promptly thereafter as information becomes available. Business Associate's notification of a Breach of Unsecured PHI under this Section shall comply in all respects with each applicable provision of Section 13400 of Subtitle D (Privacy) of ARRA, the HIPAA Rules and related guidance issued by the Secretary or the delegate of the Secretary from time to time.
 - b) Business Associate further agrees to provide notification of any Breach of Unsecured PHI of which it becomes aware, as required under 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware, in violation of this BAA to individuals, the media (as defined under the HITECH Act), the Secretary, and/or any other parties as required under

HIPAA, the HITECH Act, ARRA, and the HIPAA Rules, subject to the prior review and written approval by Covered Entity of the content of such notification.

- c) In the event of Business Associate's use or disclosure of Unsecured PHI in violation of HIPAA, the HITECH Act, or ARRA, Business Associate bears the burden of demonstrating that notice as required under this Section 2.4 was made, including evidence demonstrating the necessity of any delay, or that the use or disclosure did not constitute a Breach of Unsecured PHI.
 - d) This section constitutes notice by the Business Associate to the Covered Entity of the ongoing existence and occurrence from time to time of Unsuccessful Security Incidents, which include but are not limited to pings and other broadcast attacks on the Business Associate's firewall, port scan, unsuccessful login attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized acquisition, access, use, or disclosure of Protected Health Information. As the Covered Entity hereby acknowledges this notice of Unsuccessful Security Incidents, no further notices are required for such events.
- 2.5 Business Associate agrees, in accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to require that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- 2.6 Business Associate agrees to make available PHI in a Designated Record Set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524.
- a) Business Associate agrees to comply with an individual's request to restrict the disclosure of their personal PI-II in a manner consistent with 45 C.F.R. § 164.522, except where such use, disclosure, or request is required or permitted under applicable law.
 - b) Business Associate agrees that when requesting, using, or disclosing PHI in accordance with 45 C.F.R. § 164.502(b)(1) that such request, use, or disclosure shall be to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. § 164.514(e)(2), to accomplish the intended purpose of such request, use, or disclosure, as interpreted under related guidance issued by the Secretary from time to time.
- 2.7 Business Associate agrees to make any amendments to PHI in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526.
- 2.8 Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528.
- 2.9 Business Associate agrees to make its internal practices, books, and records, including policies and procedures regarding PHI, relating to the use and disclosure of PHI and Breach of any Unsecured PHI received from Covered Entity, or created or received by the Business Associate on behalf of Covered Entity, available to Covered Entity (or the Secretary) for the purpose of Covered Entity or the Secretary determining compliance with the Privacy Rule (as defined in Section 8).

2.10 To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

2.11 Business Associate agrees to account for the following disclosures:

- a) Business Associate agrees to maintain and document disclosures of PHI and Breaches of Unsecured PHI and any information relating to the disclosure of PHI and Breach of Unsecured PHI in a manner as would be required for Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.
 - b) Business Associate agrees to provide to Covered Entity, or to an individual at Covered Entity's request, information collected in accordance with this Section 2.11, to permit Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.
 - c) Business Associate agrees to account for any disclosure of PHI used or maintained as an Electronic Health Record (as defined in Section 5) ("EHR") in a manner consistent with 45 C.F.R. § 164.528 and related guidance issued by the Secretary from time to time; provided that an individual shall have the right to receive an accounting of disclosures of EHR by the Business Associate made on behalf of the Covered Entity only during the three years prior to the date on which the accounting is requested directly from the Business Associate.
 - d) In the case of an EHR that the Business Associate acquired on behalf of the Covered Entity as of January 1, 2009, paragraph (c) above shall apply to disclosures with respect to PHI made by the Business Associate from such EHR on or after January 1, 2014. In the case of an EHR that the Business Associate acquires on behalf of the Covered Entity after January 1, 2009, paragraph (c) above shall apply to disclosures with respect to PHI made by the Business Associate from such EHR on or after the later of January 1, 2011 or the date that it acquires the EHR.
- 2.12 Business Associate agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in Section 13405(d) of Subtitle D (Privacy) of ARRA, and the "Conditions on Certain Contacts as Part of Health Care Operations," as provided in Section 13406 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.
- 2.13 Business Associate acknowledges that, effective on the Effective Date of this BAA, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended, for failure to comply with any of the use and disclosure requirements of this BAA and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

3. GENERAL OBLIGATIONS OF BUSINESS ASSOCIATE

- 3.1 General Uses and Disclosures. Business Associate agrees to receive, create, use, or disclose PHI only in a manner that is consistent with this BAA, the Privacy Rule, or Security Rule (as defined in Section 5) and only in connection with providing services to Covered Entity; provided that the use or disclosure would not violate the Privacy Rule, including

45 C.F.R. § 164.504(e), if the use or disclosure would be done by Covered Entity. For example, the use and disclosure of PHI will be permitted for "treatment, payment and health care operations," in accordance with the Privacy Rule. Associate may use PHI to perform data aggregation services as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B); and, that any time it provides PHI received from Fulton County to a subrecipient or agent to perform Services for Fulton County, Associate first will enter into a contract with such subcontractor or agent that contains the same terms, conditions, and restrictions on the use and disclosure of PHI as contained in this Agreement.

- 3.2 Business Associate may use or disclose PHI as Required By Law; however, if Business Associate believes that it has a legal obligation not contemplated in this Agreement to disclose PHI, it will notify the Covered Entity in writing as soon as practicable after it teams of such obligation, and if the Covered Entity objects to the disclosure, Business Associate will allow the Covered Entity to exercise the legal rights or remedies Business Associate might have to object to such disclosure.
- 3.3 Business Associate agrees to make uses and disclosures and requests for PHI consistent with covered entity's Minimum Necessary policies and procedures, as may be specified in the Underlying Agreement.
- 3.4 Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the Covered Entity.
- 3.5 Business Associate agrees to ensure that any agent, including any authorized subcontractor that creates, receives, maintains, transmits, uses, or has access to PHI in the performance of the Underlying Agreement agrees, in writing, to the same restrictions, conditions, and requirements on the use, disclosure, and safeguarding of such PHI that apply to the Business Associate in this Agreement.
- 3.6 Business Associate will appropriately inform all of its employees, agents, representatives and members of its workforce ("Associate Personnel"), whose services may be used to satisfy Associate's obligations under the Contract and this agreement of the terms of this Agreement. Associate represents and warrants that the Associate Personnel are under legal obligation to Associate, by contract or otherwise, sufficient to enable Associate to fully comply with the provisions of this Agreement. Associate will maintain a system of sanction for any Associate Personnel who violates this Agreement.

4. OBLIGATIONS OF COVERED ENTITY

- 4.1 Covered Entity shall:
 - a) Provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with the Privacy Rule, and any changes or limitations to such notice under 45 C.F.R. § 164.520, to the extent that such changes or limitations may affect Business Associate's use or disclosure of PHI.
 - b) Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI under this BAA.

- c) Notify Business Associate of any changes in or revocation of permission by an individual to use or disclose PHI, if such change or revocation may affect Business Associate's permitted or required uses and disclosures of PHI under this BAA.
- 4.2 Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Rule if done by Covered Entity, except as provided under Section 3 of this BAA.

5. OBLIGATIONS OF COVERED ENTITY

- 5.1 Effective April 20, 2005, Business Associate shall comply with the HIPAA Security Rule, which shall mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. Part 160 and Subparts A and C of Part 164, as amended by ARRA and the HITECH Act. The term "Electronic Health Record" or "EHR" as used in this BAA shall mean an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- 5.2 In accordance with the Security Rule, Business Associate agrees to:
 - a) Implement the administrative safeguards set forth at 45 C.F.R. § 164.308, the physical safeguards set forth at 45 C.F.R. § 164.310, the technical safeguards set forth at 45 C.F.R. § 164.312, and the policies and procedures set forth at 45 C.F.R. § 164.316 to reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule. Business Associate acknowledges that, effective on the Effective Date of this BAA, (i.) the foregoing safeguards, policies, and procedures requirements shall apply to Business Associate in the same manner that such requirements apply to Covered Entity, and (ii.) Business Associate shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguards, policies, and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements;
 - b) Require that any agent, including a Subcontractor, to whom it provides such PHI agrees in writing to implement reasonable and appropriate safeguards to protect the PHI; and
 - c) Report to the Covered Entity any Security Incident of which it becomes aware.

6. LIABILITY

- 6.1 Business Associate shall bear the responsibility and liability for any and all losses, expense, damage, or injury (including, without limitation, all costs and reasonable attorneys' fees) that the Indemnified Parties may sustain as a result of, or arising out of (a) a breach of this BAA by Business Associate or its agents or Subcontractors, including but not limited to any unauthorized use, disclosure, or breach of PHI, (b) Business Associate's failure to notify any and all parties required to receive notification of any Breach of Unsecured PHI pursuant to Section 2.4, or (c) any negligence or wrongful acts or omissions by Business Associate or its agents or Subcontractors, including without limitations, failure to perform Business Associate's obligations under this BAA, the Privacy Rule, or the Security Rule.
- 6.2 Notwithstanding the foregoing, nothing in this Section shall limit any rights any of the Parties may have to additional remedies under the Underlying Agreement or under

applicable law for any acts or omissions of Business Associate or its agents or Subcontractors.

7. TERM AND TERMINATION

- 7.1 This BAA shall be in effect as of May 24, 2023, and shall terminate on February 28, 2025.
- a) Either party terminates for cause as authorized under Section 7 .2.
 - b) All of the PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. If it is not feasible to return or destroy PHI, protections are extended in accordance with Section 7.3.
 - c) Either party terminates the Underlying Agreement for any reason as provided in the Underlying Agreement.
- 7.2 Upon either party's knowledge of material breach by the other party, the non-breaching party shall provide an opportunity for the breaching party to cure the breach or end the violation; or terminate the BAA. If the breaching party does not cure the breach or end the violation within a reasonable timeframe not to exceed thirty (30) days from the notification of the breach, or if a material term of the BAA has been breached and a cure is not possible, the non-breaching party may terminate this BAA and the Underlying Agreement, upon written notice to the other party.
- 7.3 Upon termination of this BAA for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
- a) Retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities.
 - b) Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the remaining PHI that the Business Associate still maintains in any form.
 - c) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this Section 7, for as long as Business Associate retains the PHI.
 - d) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at paragraphs (2) and (3) above [under "Specific Other Uses and Disclosures"] which applied prior to termination.
 - e) Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

8. RIGHT TO INJUNCTIVE RELIEF

- 8.1 Business Associate expressly acknowledges and agrees that the breach, or threatened breach, by it of any provision of this Agreement may cause the Covered Entity to be irreparably harmed and that the Covered Entity may not have an adequate remedy at law. Therefore, Business Associate agrees that upon such breach, or threatened breach, the Covered Entity will be entitled to seek injunctive relief to prevent Business Associate from commencing or continuing any action constituting such breach without having to post a bond or other security and without having to prove the inadequacy of any other available

remedies. Nothing in this paragraph will be deemed to limit or abridge any other remedy available to the Covered Entity at law or in equity.

9. MISCELLANEOUS

- 9.1 The parties agree to take such action as is necessary to amend this BAA to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, ARRA, the HITECH Act, the HIPAA Rules, and any other applicable law.
- 9.2 The respective rights and obligations of Business Associate under Section 6 and Section 7 of this BAA shall survive the termination of this BAA.
- 9.3 This BAA shall be interpreted in the following manner:
- a) Any ambiguity shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.
 - b) Any inconsistency between the BAA's provisions and the HIPAA Rules, including all amendments, as interpreted by the HHS, court, or another regulatory agency with authority over the Parties, shall be interpreted according to the interpretation of the HHS, the court, or the regulatory agency.
 - c) Any provision of this BAA that differs from those required by the HIPAA Rules, but is nonetheless permitted by the HIPAA Rules, shall be adhered to as stated in this BAA.
- 9.4 This BAA constitutes the entire agreement between the parties related to the subject matter of this BAA, except to the extent that the Underlying Agreement imposes more stringent requirements related to the use and protection of PHI upon Business Associate. This BAA supersedes all prior negotiations, discussions, representations, or proposals, whether oral or written. This BAA may not be modified unless done so in writing and signed by a duly authorized representative of both parties. If any provision of this BAA, or part thereof, is found to be invalid, the remaining provisions shall remain in effect.
- 9.5 This BAA will be binding on the successors and assigns of the Covered Entity and the Business Associate. However, this BAA may not be assigned, in whole or in part, without the written consent of the other party. Any attempted assignment in violation of this provision shall be null and void.
- 9.6 This BAA may be executed in two or more counterparts, each of which shall be deemed an original.
- 9.7 Except to the extent preempted by federal law, this BAA shall be governed by and construed in accordance with the laws of Georgia.

SIGNATURES FOLLOW

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

COVERED ENTITY:
FULTON COUNTY, GEORGIA

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

_____ Date

Attest: _____ ITEM: _____ DATE: _____
Tonya Grier,
Fulton County Clerk to the Commission

APPROVED AS TO FORM:

Office of the County Attorney

BUSINESS ASSOCIATE

By: _____ Date: _____
Signature

Printed Name

Title

Agency Name



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0807

Meeting Date: 11/15/2023

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 9,755 square feet to Fulton County, a political subdivision of the State of Georgia, from Pulte Home Company, LLC for the purpose of constructing the Briar Creek Subdivision Project at 0 Butner Road, South Fulton, Georgia 30349.

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 Briar Creek Subdivision Project, a residential subdivision, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer service 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 9,755 square feet and located in Land Lot 126 of the 14F District of Fulton County, Georgia.

Community Impact: The community will benefit from the extension of the County's sewer system and the addition of a 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 : BRIAR CREEK
Tax Parcel Identification No.: 14F0125 LL0477
Land Disturbance Permit No.: 21S-009WR BUTNER ROAD
Zoning/Special Use Permit No.: N/A
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

**SEWER EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 29th day of September, 2023, between **PULTE HOME COMPANY, LLC**, a corporation duly organized under the laws of the State of Michigan 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) 126 of the 14th District, N/A Section (*if applicable*) of Fulton County, Georgia, and more particularly described as follows: To wit:

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 29th
day of September 20 23
in the presence of:



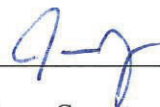
Witness



Notary Public



GRANTOR: PULTE HOME COMPANY, LLC
CORPORATE NAME

By: 

Print Name: Jason Garrett

Title: VP Land Development

By: _____

Print Name: _____

Title: _____

[CORPORATE SEAL]



Sewer Easement A Description for Briar Creek

ALL that tract or parcel of land lying and being in Land Lot 126 of the 14th District, City of South Fulton, Fulton County, Georgia, and being more particularly described as follows:

COMMENCING at a #4 rebar found on the Northwesterly right-of-way line of Butner Road (60' right-of-way), having Georgia West State Plane coordinates (N= 1328564.49, E= 2167507.63);

THENCE leaving said right-of-way line following a tie line, North 25 degrees 23 minutes 38 seconds East, 1370.56 feet to a point on the Northwesterly right-of-way line of Marigold Way (50' right-of-way), said point being the POINT OF BEGINNING;

THENCE leaving said right-of-way line, North 06 degrees 31 minutes 11 seconds West, 60.77 feet to a point;

THENCE North 44 degrees 44 minutes 25 seconds West, 105.14 feet to a point;

THENCE South 61 degrees 16 minutes 26 seconds West, 88.94 feet to a point;

THENCE South 78 degrees 14 minutes 43 seconds West, 112.79 feet to a point;

THENCE North 11 degrees 37 minutes 09 seconds West, 20.0 feet to a point;

THENCE North 78 degrees 14 minutes 43 seconds East, 109.76 feet to a point;

THENCE North 61 degrees 16 minutes 26 seconds East, 86.18 feet to a point;

THENCE North 11 degrees 06 minutes 40 seconds West, 26.45 feet to a point;

THENCE South 66 degrees 50 minutes 31 seconds East, 24.20 feet to a point;

THENCE South 11 degrees 06 minutes 40 seconds East, 17.12 feet to a point;

THENCE South 44 degrees 44 minutes 25 seconds East, 116.58 feet to a point;

THENCE South 06 degrees 31 minutes 11 seconds East, 67.70 feet to a point on the Northwesterly right-of-way line of Marigold Way (50' right-of-way);

THENCE continuing along said right-of-way line following the arc of a curve to the left a distance of 20.14 feet (said arc having a radius of 50.00 feet and being subtended by a chord of South 83 degrees 28 minutes 49 seconds West a distance of 20.00 feet) to a point, said point being the POINT OF BEGINNING;

Said tract contains 0.19 acres, 8,081 square feet, more or less.



**GASKINS
+ LECRAW**

PERIOD: _____

REVISIONS: _____

[illegible]

BRIAR CREEK
BUTNER ROAD
LAND LOT 125, 14TH DISTRICT
CITY OF SOUTH FULTON, FULTON COUNTY, GEORGIA
CLIENT
PULTE GROUP
7425 NORTHSHORE BLVD. #600

CALL BEFORE YOU DIG



Know what's below.
Call before you dig.

SCALE & NORTH ARROW



SCALE 1" = 60'

SURVEY INFO:

ADDITIONAL INFORMATION

DATE	DATE	DATE
DATE	DATE	DATE

SEWER EASEMENT EXHIBIT
1 OF 4

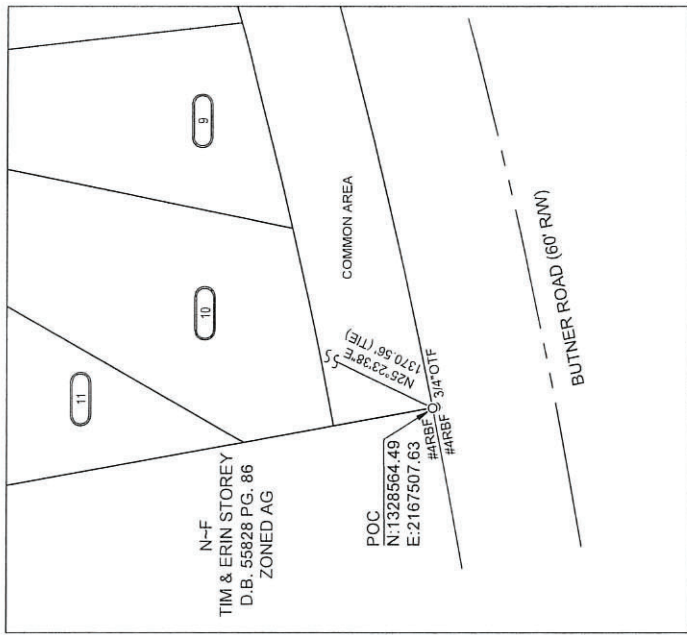
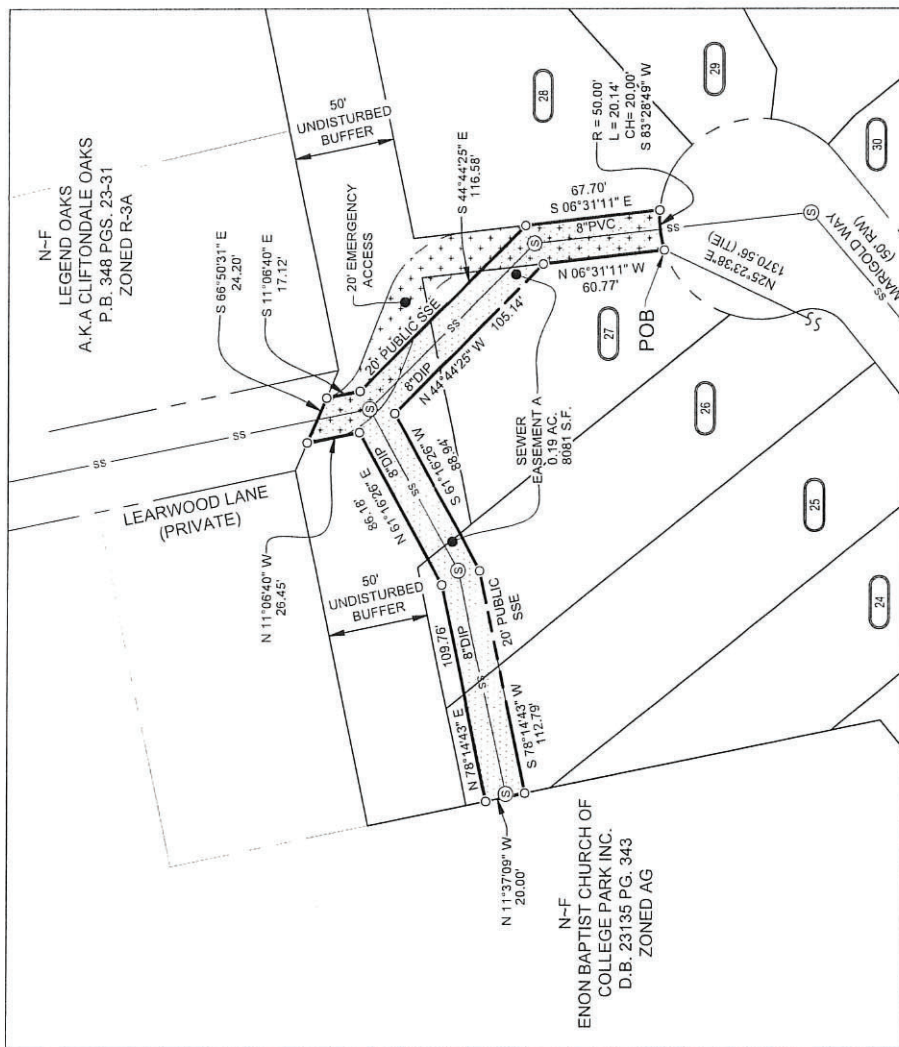
1 OF 1

SURVEY NOTES

A. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1 FOOT IN 420,302 FEET.

AB

09/27/23



Sewer Easement B Description for Briar Creek

ALL that tract or parcel of land lying and being in Land Lot 126 of the 14th District, City of South Fulton, Fulton County, Georgia, and being more particularly described as follows:

COMMENCING at a #4 rebar found on the Northwesterly right-of-way line of Butner Road (60' right-of-way), having Georgia West State Plane coordinates (N= 1328564.49, E= 2167507.63);

THENCE leaving said right-of-way North 10 degrees 11 minutes 18 seconds West, 225.60' feet to a point, said point being the POINT OF BEGINNING;

THENCE North 10 degrees 11 minutes 18 seconds West, 22.58 feet to a point;

THENCE North 52 degrees 08 minutes 11 seconds East, 78.17 feet to a point on the Southwesterly right-of-way line of Marigold Way (50' right-of-way);

THENCE continuing along said right-of-way line following the arc of a curve to the left a distance of 20.03 feet (said arc having a radius of 175.00 feet and being subtended by a chord of South 40 degrees 34 minutes 02 seconds East a distance of 20.02 feet) to a point;

Thence leaving said right-of-way South 52 degrees 08 minutes 11 seconds West, 89.60 feet to a point, said point being the POINT OF BEGINNING;

Said tract contains 0.04 acres, 1,674square feet, more or less.

PROJECT
BRIAR CREEK
BUTNER ROAD
LAND LOT 128, 14TH DISTRICT
CITY OF SOUTH FULTON, FULTON COUNTY, GEORGIA

CLIENT
PULTE GROUP
2475 NORTHWOODS PKWY #600
ALPHARETTA, GA 30009

DATE: 09/27/23
DRAWN BY: [Signature]
CHECKED BY: [Signature]
DATE: 09/27/23

SCALE: 1" = 40.00'

SCALE & NORTH ARROW

REVISIONS:

NO.	DATE	DESCRIPTION
1	09/27/23	ISSUED FOR PERMIT

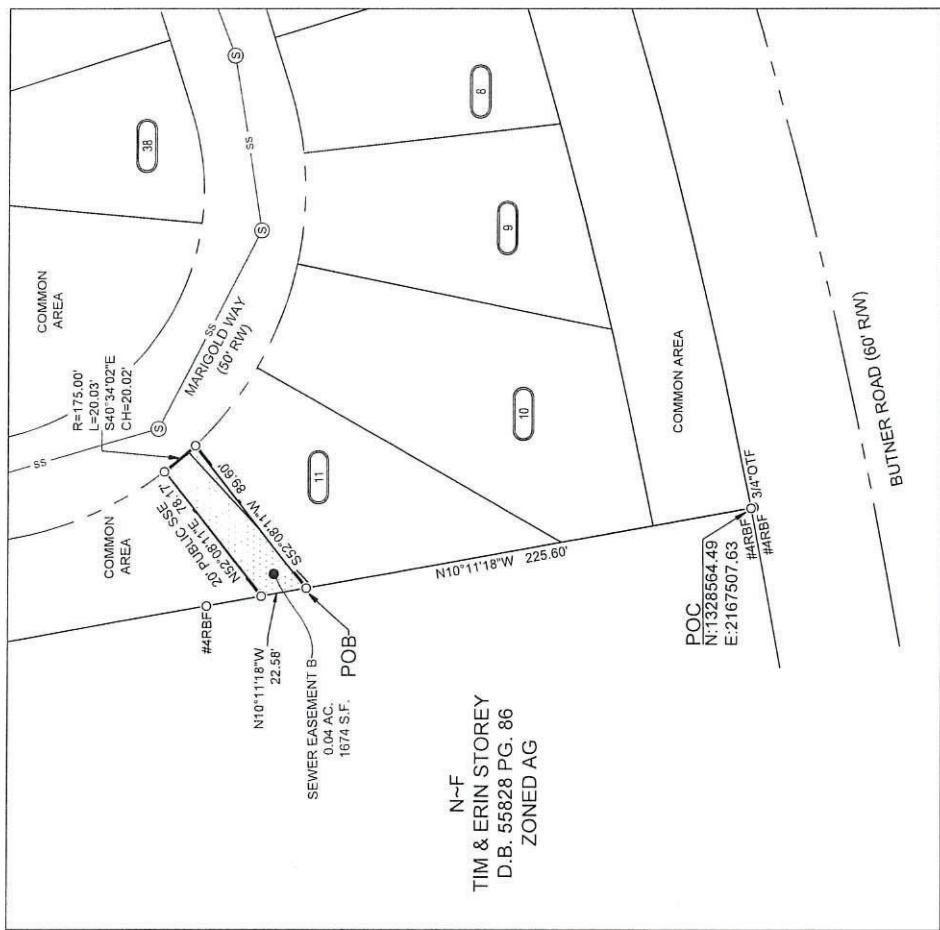
PREPARED BY THE OFFICE OF
GASKINS + LECRAW
2000 MARKET STREET, SUITE 200
ALPHARETTA, GA 30009
404.477.1100
www.gaskins-lecraw.com

DATE: 09/27/23
DRAWN BY: [Signature]
CHECKED BY: [Signature]
DATE: 09/27/23

SCALE: 1" = 40.00'

SCALE & NORTH ARROW

1 OF 1



SURVEY NOTES

A. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1 FOOT IN 420,302 FEET.

AB
09/27/23

N~F
TIM & ERIN STOREY
D.B. 55828 PG. 86
ZONED AG



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0808

Meeting Date: 11/15/2023

Department

Real Estate and Asset Management

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

Request approval of a Resolution approving a first amendment to a lease agreement between Fulton County, Georgia (Landlord), and Comcast Cable Communications, LLC (tenant) for the purpose of extending the lease term at 10735 Jones Bridge Road, Alpharetta, Georgia 30202; to authorize the Chairman to execute the First Amendment to Lease Agreement and related documents; to authorize the County Attorney to approve the First Amendment to Lease Agreement as to form to make modifications thereto to protect the interests of Fulton County; and for other purposes.

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

Fulton County Code of Ordinances, § 172-62, requires the Board of Commissioners to approve leasing of County owned structures for the location of telecommunication antennas.

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: Comcast Cable Communications, LLC, an existing communications tenant at 10735 Jones Bridge Road, Alpharetta, Georgia is requesting the approval of the Fulton County Board of Commissioners to extend their lease term. The Department of Real Estate and Asset (DREAM) has

negotiated mutually acceptable terms with Comcast Cable Communications, LLC to extend their lease term for an additional five (5) years inclusive of renewal options.

Community Impact: Approval of a lease extension is required for the tenant to maintain optimum efficiency in the delivery of services to its business and residential customers within this section of Fulton County.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of the First Amendment to Lease Agreement for the purpose of the extending the lease term of Comcast Cable Communications, LLC at 10735 Jones Bridge Road, Alpharetta, Georgia

Project Implications: Approval of the proposed lease agreement will allow Fulton County to continue to receive rental income over the lease extension periods.

Community Issues/Concerns: None.

Department Issues/Concerns: None.

History of BOC Agenda Item: The current lease agreement between Fulton County and Comcast Cable Communications, LLC, was approved October 17, 2018 as Agenda Item # 18-0733.

Fiscal Impact / Funding Source

Funding Line 1:

n/a

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE entered this _____ day of _____ 2023 (“First Amendment”), by and between FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia (“Landlord”), and COMCAST CABLE COMMUNICATIONS, LLC, a Delaware limited liability company (“Tenant”).

WHEREAS, Tenant is tenant and Landlord is landlord under a certain Lease Agreement Between Fulton County, Georgia and Comcast Cable Communications, LLC dated October 17, 2018, respecting certain real property located at 10735 Jones Bridge Road, Alpharetta, GA 30202 (the “Property”); and

WHEREAS, the Term of the Lease expires on December 31, 2023, and both parties wish to extend the Term to December 31, 2024, and to provide Tenant with additional extension options of the Term, on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby AMEND the Lease as follows:

1. The Term of the Lease is hereby extended from January 1, 2024, through and including December 31, 2024 (the “First Extension Term”). The First Extension Term, and any subsequent renewals, shall be on the same terms, covenants, and conditions as in the Lease. Base Rent during the First Extension Term shall be as stated in Section 3 below.
2. Tenant shall hereby have the right, but not the obligation, to extend the Term for up to Four (4) consecutive periods consisting of one (1) year each (the “First Renewal Term,” the “Second Renewal Term,” the “Third Renewal Term” and the “Fourth Renewal Term” respectively, and each, a “Renewal Term”). If Tenant elects to extend the Term for the First Renewal Term, Tenant shall deliver notice of its election to Landlord no later than August 31, 2024. If Tenant elects to extend the Term for the Second Renewal Term, Tenant shall deliver notice of its election to Landlord no later than August 31, 2025. If Tenant elects to extend the Term for the Third Renewal Term, Tenant shall deliver notice of its election to Landlord no later than August 31, 2026. If Tenant elects to extend the Term for the Fourth Renewal Term, Tenant shall deliver notice of its election to Landlord no later than August 31, 2027. If elected by Tenant in accordance with the terms of this Section 2, the Renewal Term shall be on the same terms, covenants, and conditions as in the Lease. Base Rent during the Renewal Term (if exercised) shall be as stated in Section 3 below.
3. During the First Extension Term and any Renewal Term (if Tenant elects to extend the Term in accordance with Section 2 of this First Amendment), Tenant shall pay to Landlord annual Base Rent in the amounts set forth as follows:

<u>Term</u>	<u>Annual Base Rent</u>
<u>First Extension Term:</u>	
January 1, 2024 – December 31, 2024	\$8,731.49
<u>First Renewal Term:</u>	
January 1, 2025 – December 31, 2025	\$9,168.06
<u>Second Renewal Term:</u>	

January 1, 2026 – December 31, 2026	\$9,626.46
<u>Third Renewal Term:</u>	
January 1, 2027 – December 31, 2027	\$10,107.78
<u>Fourth Renewal Term:</u>	
January 1, 2028 – December 31, 2028	\$10,613.16

Tenant shall continue to pay utilities, taxes, and insurance in accordance with the terms of the Lease.

4. Paragraph 22 (Notices) of the Lease Agreement dated October 17, 2018, is hereby amended to provide that all notices or demands shall be addressed as follows:

Notices to Tenant shall be sent to:

Comcast Cable Communications, LLC
2605 Circle 75 Pkwy SE
Atlanta, GA 30339
Attn: Real Estate

With a copy to:

Comcast Cable Communications, LLC
One Comcast Center
1701 John F. Kennedy Boulevard
Philadelphia, PA 19103-2838
Attn: Real Estate Counsel

With copies also sent by email to:

legal_notices@comcast.com
real_estate@cable.comcast.com
cendiv_realestate@comcast.com

5. Landlord hereby represents and warrants that Landlord has the full authority to enter, execute, deliver, and perform this First Amendment without the approval or consent of any party.
6. All other terms and conditions of the Lease are ratified and confirmed and shall remain in full force and effect.
7. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. .pdf files or scanned copies shall be deemed an original. Landlord and/or Tenant may elect to execute this document through an electronic signature platform (e.g., DocuSign). By signing through said electronic signature platform, and not solely through e-mail acceptance, Landlord and Tenant agree that they have read and understood the First Amendment, agree to be bound by all of its terms and conditions and hereby waive any

defense or counterclaim that electronic signature is an invalid form of signature and acceptance under applicable law.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Landlord and Tenant have caused this First Amendment to Lease to be duly executed as of the date first written above.

LANDLORD:

FULTON COUNTY, GEORGIA, a political
subdivision of the State of Georgia

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

[Signatures Continued on Following Page]

TENANT:

COMCAST CABLE COMMUNICATIONS, LLC, a
Delaware limited liability company

By: _____

Name: _____

Title: _____

**LEASE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND
COMCAST CABLE COMMUNICATIONS, LLC**

THIS LEASE AGREEMENT (Agreement") is entered into this 17th day of October, 2018 (the "Effective Date"), between FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia ("Landlord"), and Comcast Cable Communications, LLC, a Delaware limited liability company, successor-in-interest to Comcast of Georgia/Virginia, Inc., a Colorado Corporation, successor-in-interest to MediaOne, Inc. ("Tenant").

WHEREAS, the property that is the subject of this Agreement is located at 10735 Jones Bridge Road, Alpharetta, GA 30202 ("Property"); and

WHEREAS, the Property already contains certain telecommunication facilities, having been built by Tenant's predecessor in interest, pursuant to the terms of three successive Lease Agreements with Landlord (the "Prior Leases"), dated April 19, 1989, August 16, 2000, and January 1, 2010, respectively, all of which have expired; and

WHEREAS, Landlord and Tenant desire to continue the location of such facilities by executing a new lease commencing on the Effective Date; and

WHEREAS, Landlord has authority to lease a portion of the Property to Tenant and is entitled to receive reasonable rent for the use of the Property; and

WHEREAS, Landlord deems the leasing of the Property to the Tenant pursuant to this Agreement to be an exercise of a proprietary, rather than a governmental, function.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

Section 1. Description of the Property.

Subject to the terms and conditions of this Agreement, Landlord hereby leases to Tenant the real property (the "Premises") described in the attached Exhibit "A", which Premises are located on the Property at the intersection of Jones Bridge and Morton Roads in Alpharetta, Georgia and are also known as 10735 Jones Bridge Road. Landlord further grants to Tenant a non-exclusive easement for pedestrian and vehicular ingress and egress to and from the Premises and for the installation and maintenance of utilities, cables, and conduits over, under and across

the Premises to and from the Premises in the location or locations described in Exhibit "A" attached hereto.

Section 2. Rent.

(a) For the period from January 1, 2019 through December 31, 2019, Tenant shall pay Landlord as rent, the sum of \$ \$6,841.36 per year ("Rent"). Landlord and Tenant acknowledge and agree that Tenant has already paid to Landlord, and Landlord has received from Tenant, Rent for the period from the Effective Date through December 31, 2018. Rent shall be payable on the first day of each year, in advance, at Landlord's address specified in Section 22 below and shall not be refundable. Tenant may pay Rent by ACH direct electronic deposit. On the first day of each "Renewal Term" (as defined below), annual Rent shall be increased (5%) of the amount of annual Rent payable hereunder immediately prior to the commencement of the Renewal Term. Rent during any Renewal Term likewise shall be payable on the first day of the year, in advance, as provided above.

(b) Rent during the Initial Term and Renewal Terms shall be as follows:

Initial Term	Jan 1, 2019 thru Dec 31, 2019	\$ 6,841.36
Renewal Term 1	Jan 1, 2020 thru Dec 31, 2020	\$ 7,183.43
Renewal Term 2	Jan 1, 2021 thru Dec 31, 2021	\$ 7,542.60
Renewal Term 3	Jan 1, 2022 thru Dec 31, 2022	\$ 7,919.73
Renewal Term 4	Jan 1, 2023 thru Dec 31, 2023	\$ 8,315.71

Section 3. Term. The "Initial Term" of this Agreement shall commence on the "Effective Date and expire at 11:59 p.m. December 31, 2019. The term of this Agreement shall extend automatically for up to four (4) additional one (1) year renewal periods (each being a "Renewal Term") commencing on the day following the expiration date of the Initial Term or of any subsequent Renewal Term, with each successive Renewal Term commencing upon the expiration date of the immediately preceding Initial or Renewal Term, unless Tenant gives written notice to Landlord of its intent not to renew, given in the manner for giving notices provide herein, not later than four (4) months prior to the expiration of the Initial Term or the then current Renewal Term, as the case may be.

Section 4. Tenant's Use. Tenant shall use the Property and Premises for the purpose of maintaining, repairing, and operating the "Telecommunications Facilities" (as defined herein) and any uses incidental thereto. The Telecommunications Facilities that Tenant shall maintain, repair, and operate on the Premises are described in Exhibit "A" attached hereto. Tenant shall not relocate or make major structural modifications to the Telecommunications Facilities or any equipment storage structure without Landlord's prior written consent. Tenant may, without Landlord's consent, modify, alter, or upgrade its cables or equipment, during the term hereof, subject, however, to Tenant's duties of non-interference in this Agreement.

Tenant's use of the Premises shall be non-exclusive, and Landlord specifically reserves the right to allow the Premises to be used by other parties and to make additions, deletions, or modifications to its own facilities on the Premises, subject to Landlord's duties of non-interference set forth in Section 16 hereof and Tenant's rights of access and use of the Premises hereunder. Use of the Premises by the Tenant shall not under any circumstances prohibit Landlord from use or entry unto the Premises. Modification or any change of property security is not authorized by the County. The County shall have access to any locks (key) used by tenant.

Section 5. Operation and Maintenance Standards. Tenant shall have the right, at its sole cost and expense, to operate, repair, and maintain the Telecommunications Facilities on the Premises. Tenant's installation of any additional Telecommunications Facilities after the Effective Date shall be according to plans approved by Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed. In connection therewith, Landlord shall respond to Tenant in writing with respect to any submittal of such plans or drawings after receipt thereof with any disapproval, objection or proposed modifications within thirty (30) days of said receipt, or such plans or drawings shall be deemed approved by Landlord. Tenant shall, at its sole expense, put, keep and maintain the Telecommunications Facilities in good condition throughout the entire period of this Agreement, install and maintain them in accordance with standard good engineering practices and conform, when applicable, with the National Electrical Safety Code and all other applicable federal, state and local laws or regulations. At all reasonable times and following reasonable advance notice to Tenant, Tenant shall permit examination of the

Telecommunications Facilities by any duly authorized representative of Landlord; provided, however, that Landlord's representative shall not enter any equipment storage structure of Tenant without Tenant being provided a reasonable opportunity to have its own representative present at the time of such examination. Landlord hereby agrees to reimburse Tenant for any costs or expenses incurred by Tenant in repairing any damage to the Telecommunications facilities caused by Landlord's representative in conducting such inspection.

During the period of any installation/construction of Telecommunications Facilities, Tenant shall have, and Landlord hereby grants to Tenant, a temporary easement to use portions of the Property reasonably necessary for the storage of materials and staging of construction, provided, however, that Tenant shall not interfere with Landlord's customary operations on the Property during Tenant's utilization of such temporary easement.

Any work by Tenant shall be performed in compliance with applicable laws and ordinances. Tenant is not authorized to contract for or on behalf of Landlord for work on, or the furnishing of materials to the Premises or any part thereof, and Tenant shall pay any and all subcontractors, material men, mechanics or laborers promptly for any work or materials claimed to have been furnished at the instance of Tenant on the Premises.

The Telecommunications Facilities shall remain the exclusive property of Tenant, and Tenant shall have the right to remove all or any portion of the Telecommunications Facilities at any time during the term of this Agreement, provided that the same does not otherwise interfere with Landlord's normal operations upon the Premises. The Telecommunications Facilities shall be deemed personal property for the purposes of this Agreement, regardless of whether any portion thereof is deemed real or personal property under applicable law.

Section 6. Damage to the Property by Telecommunications Facilities. If the Property or a portion of the Property is damaged during the term of this Agreement as a result of the installation, maintenance or operation of the Telecommunications Facilities, Tenant shall repair or rebuild the Property to substantially the condition in which the Property was immediately prior to such damage, ordinary wear and tear excepted.

Section 7. Access to Property and Facilities. Tenant, at all times during this Agreement, shall have an easement from the Landlord for non-exclusive vehicular ingress and egress over the Property for the purpose of accessing the Telecommunications Facilities. Tenant, at all times during this Agreement, shall have access to the Premises and the Telecommunications Facilities, on a 24-hour, 7-day per week basis, in order to install, operate and maintain such facilities.

Section 8. Costs Associated with Tenant's Use of Property. Tenant shall have the right, at Tenant's expense, to install utilities within the Property within the areas described in Exhibit "A", or as Landlord and Tenant shall mutually agree, and to install or improve utilities on the Premises.

Tenant shall be solely responsible for any costs incurred in securing the Telecommunications Facilities from theft, vandalism or any other damage, and Landlord shall have no responsibility for any such losses.

Section 9. Governmental Approval Contingency. It is understood and agreed that Tenant's ability to use the Premises for the purposes provided in this Agreement is contingent upon its obtaining, before or after the Effective Date of this Agreement, all the certificates, permits, zoning, and other approvals that may be required by any federal, state, or local authorities. Any structural analysis, radio frequency studies, surveys or engineering studies conducted by Tenant with respect to its intended use of the Premises shall be solely at Tenant's expense.

Tenant shall be and hereby is authorized to seek, apply for or otherwise request whatever zoning, land use, permitting or regulatory exemptions that may now or hereafter be available to Tenant on account of the Premises being owned by Landlord, a political subdivision of the State of Georgia; provided, however, that Landlord makes no representation or warranty herein as to Tenant's entitlement to any such exemption.

Tenant's use of the Premises is also contingent on the submission to Landlord of documentation that Tenant has met the insurance requirements of Section 12 of this Agreement, including a certificate of insurance signed by the insurance agent or other authorized representative of the company or companies named (which signature may be electronic and need not be original). The said certificate of insurance shall provide that the subject insurance policy or policies shall not be canceled without thirty (30) days' prior written notice to Landlord.

Section 10. Cable Franchise Agreement/Ordinance Requirements. Tenant shall be bound by the requirements and standards contained in any Cable Franchise Agreement/Telecommunications Ordinance enacted by Fulton County which complies with, or is not preempted by, the Federal Telecommunications Act of 1996, as amended except those requirements and standards which are not applicable to Tenant.

Section 11. Indemnification. To the fullest extent of the Law, Tenant hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents (each an "Indemnified Party") from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, reasonable attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Tenant, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements, except to the extent arising from the gross negligence or willful misconduct of any Indemnified Party. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Tenant further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act,

Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Tenant, except to the extent arising from the gross negligence or willful misconduct of any Indemnified Party. These indemnities shall not be limited by reason of the listing of any insurance coverage.

Section 12. Insurance. See Exhibit "B".

Section 13. Termination. Except as otherwise provided in this Agreement, this Agreement may be terminated by the terminating party described below upon one hundred twenty (120) days prior written notice to the other party as follows: (a) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within one hundred twenty (120) days after receipt of written notice of default to the other party (without, however, limiting any other rights of the parties pursuant to any other provisions hereof); provided, however, that if such default is capable of being cured, but not within such one hundred twenty (120) day period, this Agreement may not be terminated so long as the defaulting party commences appropriate curative action within such period and thereafter diligently prosecutes such cure to completion as promptly as possible; (b) by Tenant if it is unable to obtain or maintain any license, permit or other governmental approval necessary for the installation/construction or operation of the Telecommunications Facilities or Tenant's business; (c) by Tenant if the Premises or Telecommunications Facilities are or become unacceptable under the Tenant's system design, interference standards, engineering specifications or usage patterns applicable to Tenant's communications system; (d) by Landlord if, under relevant building, structural or engineering codes or standards applicable to the Telecommunications Facilities, the Telecommunications Facilities are structurally unsound (provided, however, that this Lease shall not terminate if Tenant repairs, refurbishes or otherwise remedies the Telecommunications Facilities within such 120-day notice period so that the structurally unsound condition no longer exists). The foregoing shall not be deemed to shorten the period applicable to Landlord's right to terminate this Agreement for interference by Tenant as set forth in Section 15 hereof.

Unless Landlord and Tenant shall otherwise agree, upon non-renewal of this Agreement

pursuant to Section 3; termination pursuant to Sections 13, 15, 16 or 19; expiration; or otherwise, Tenant shall remove its Telecommunications Facilities from the Premises within one hundred twenty (120) days after the date of non-renewal, termination or expiration, provided that Tenant shall have no obligation to remove any underground Telecommunications Facilities. In removing its Telecommunications Facilities pursuant to this Section, Tenant shall restore the Premises to substantially the same condition in which the Premises was prior to its use by the Tenant, normal wear and tear excepted, all at Tenant's sole cost and expense. Any parts of the Telecommunications Facilities which are not removed by the end of said one hundred twenty (120) days period shall, at the Landlord's option, become the property of the Landlord, and Tenant shall have no further rights or obligations with respect thereto. In the event that Landlord does not exercise such option and Tenant fails to timely remove the Telecommunications Facilities, Tenant shall reimburse Landlord for its reasonable costs and expenses actually incurred in effecting such removal; provided, however, that any delays beyond the one hundred twenty (120) day removal period that were caused by events or circumstances beyond the reasonable control of the Tenant shall extend the one hundred twenty (120) day removal period for a period of time to be agreed to by the Landlord and Tenant.

Notice of Landlord or Tenant's exercise of its right to terminate under this Section 13 shall be given in writing in accordance with Section 22 hereof, and shall be effective upon the sixtieth (60th) day after the non-terminating party's receipt of such notice as evidenced by the delivery receipt or return receipt. All Rent paid pursuant to this Agreement prior to the termination date shall be retained by Landlord.

Section 14. Temporary Interruptions of Service. If Landlord reasonably and in good faith determines under applicable standards, specifications or other requirements relating to public health, welfare or safety that continued operation of the Telecommunications Facilities would cause or contribute to an immediate threat to public health, welfare or safety, Landlord may, with prior notice to the Tenant, interrupt operation of the Telecommunications Facilities or may order Tenant to discontinue its operations. If notice is given orally, it shall be deemed valid if followed by written notice within 48 hours. Service shall be discontinued only for the period that the immediate threat exists. Landlord shall not be liable to Tenant or any other party for any

interruption in Tenant's service or interference with Tenant's operation of the Telecommunications Facilities if Landlord has acted in accordance with this Section 14.

Section 15. Interference with Communications. Tenant shall not operate the Telecommunications Facilities in a manner that interferes with the operations of the Property by Landlord, or by tenants or licensees of Landlord holding rights to the Property prior to the effective date of the earliest of the three Prior Leases. If such interference occurs, Tenant shall, following written notice thereof from Landlord, take appropriate measures necessary to eliminate or correct such interference. If such interference cannot be eliminated within 72 hours after receiving Landlord's written notice of the interference, Tenant shall immediately cease operating the component or components of all Telecommunications Facilities causing such interference and shall not reactivate operation thereof, except intermittent operation for the purpose of testing, until the interference has been corrected or eliminated. If such interference continues to occur thirty (30) days after Tenant has received Landlord's written notice, Landlord may, at its option, terminate this Agreement immediately upon written notice to Tenant.

Section 16. Interference - Landlord and Subsequent Occupants. Landlord agrees that it shall not conduct its operations on the Property so as to interfere with Tenant's operations on the Premises. Landlord further agrees that it will require any tenants, licenses or other occupants acquiring rights to use or occupy the Property after the effective date of the earliest of the three Prior Leases to provide to Landlord the same assurances against interference required of Tenant pursuant to this Agreement and Landlord shall have the obligation to eliminate any interference with the operations of Tenant caused by such subsequent tenants. If such interference is not eliminated, Tenant shall have the right to terminate this Agreement or seek injunctive relief enjoining such interfering use generated by any other occupant of the Property or seek other redress with respect thereto.

Section 17. Telecommunications Facilities. With respect to any Telecommunications Facilities to be installed/constructed by Tenant on the Premises, the parties hereby agree as follows:

- (a) The parties hereby acknowledge that the date for commencement of any

installation/construction of the Telecommunications Facilities, the design for any installation/construction of the Telecommunications Facilities and the process and timing of any installation/construction shall be determined and directed by Tenant in its sole discretion and under its sole supervision (subject to Landlord's review of plans described in Section 5 hereof and Tenant's compliance with its installation/construction duties described therein). Tenant shall likewise be entitled to select any contractors or subcontractors to conduct the installation/construction of the Telecommunications Facilities;

- (b) Tenant shall, during the term of this Agreement, repair and maintain the Telecommunications Facilities in good working order. In connection therewith, Tenant shall have the duty of maintaining the Telecommunications Facilities in compliance with any and all applicable lighting, painting, marking or other requirements pertaining to telecommunication facilities or similar structures promulgated by federal, state or local agencies, or authorities having jurisdiction with respect thereto. In the case of casualty or condemnation affecting the Telecommunications Facilities as described in Section 19 of this Agreement, Tenant's rights with respect to the Agreement shall be as described in said Section 19.

Section 18. Assignment.

- (a) Tenant may assign this Agreement and any rights hereunder or sublease all or part of the Premises, at any time to Tenant's "Affiliates." As used herein, "Affiliate" shall mean a parent or subsidiary of Tenant, an entity that owns or controls, is owned or controlled by, or is under common ownership or control with Tenant, or an entity which merges or is consolidated with Tenant or which purchases a controlling interest in the ownership of Tenant or assets of Tenant in Alpharetta, Georgia. As to other parties, this Agreement may not be sold, assigned, or transferred, or the Telecommunications Facilities and Premises subleased, without the written consent of the Landlord, such consent not to be unreasonably denied, conditioned, or delayed. Landlord may require a non-"Affiliate" assignee or transferee to post with Landlord security in the form of a cash deposit, letter of credit, or surety bond satisfactory in form and amount, which

shall be fully refunded or otherwise released to the posting party upon termination of this Agreement and upon the timely removal of the Telecommunications Facilities pursuant to this Agreement, to the reasonable satisfaction of the Landlord. This Agreement shall run with the Premises described in Exhibit "A". This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

In the event of transfer or assignment permitted under this Section 18, a transferee or assignee shall not be authorized to construct or operate its improvements on the Premises until Landlord has approved appropriate installation/construction drawings or plans pertaining thereto in accordance with Section 5 hereof, such approval not to be unreasonably withheld, and provided further that Landlord agrees that the timing procedure for review set forth in Section 5 shall apply to such drawings or plans submitted to Landlord.

Section 19. Condemnation and Casualty. In the event the whole of the Premises is taken by eminent domain, this Agreement shall terminate as of the date title to the Premises vests in the condemning authority. In the event a portion of the Premises is taken by eminent domain so as to prohibit Tenant's operation of the Telecommunications Facilities in a commercially reasonable manner, either party shall have the right to terminate this Agreement as of the date of title transfer, by giving thirty (30) days' written notice to the other party.

If at any time during the term of this Agreement all or substantially all of the Telecommunications Facilities shall be damaged and/or destroyed by fire or other casualty, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination shall be effective as of the date of such notice, and whereupon Tenant shall be entitled to collect all insurance proceeds payable on account thereof under policies of insurance maintained by Tenant.

Section 20. Hazardous Materials. Neither party shall (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from the Premises or Landlord's Property in any manner prohibited by law. Tenant shall indemnify and hold Landlord harmless from any and all claims, damages, fines, judgments,

penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, reasonable attorneys' fees, and consultants' and experts' fees) from the release of any Hazardous Materials on the Premises if caused by Tenant or persons acting under Tenant. Tenant shall have no obligation with respect to Hazardous Materials existing at the Premises prior to Tenant's occupancy of same pursuant to the earliest of the three Prior Leases or any Hazardous Materials not caused by Tenant or persons acting under Tenant. As used herein, "Hazardous Materials" means any hazardous, toxic or radioactive substance, material, matter or waste which is or becomes regulated by any federal, state or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement, provided that "Hazardous Materials" shall not include cleaning products or office supplies.

Section 21. Taxes. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Telecommunications Facilities located upon the Premises.

Section 22. Notices. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, by personal delivery against receipt or by overnight delivery by a nationally recognized carrier, addressed as follows (or to any other address that the party to be notified may have designated to the sender by like notice).

If to Landlord:

County Manager
141 Pryor Street, S.W., Suite 10067
Atlanta, Georgia 30303

Director of Real Estate & Asset Management
141 Pryor Street, Suite 6001
Atlanta, Georgia 30303

Director Fulton County Emergency Services
130 Peachtree St SW, Suite 3147
Atlanta, Georgia 30303

With a copy to:
County Attorney
141 Pryor Street, S.W., Suite 4038
Atlanta, Georgia 30303

If to Tenant:

Comcast of the South
6200 The Corners Pkwy
Norcross, Georgia 30092
Attention: Facilities Director

With a copy to:

Comcast Cable Communications, LLC
One Comcast Center
1701 John F. Kennedy Boulevard
Philadelphia, Pennsylvania 19103-2838
Attention: Real Estate Counsel

Section 23. Miscellaneous.

(a) Each party agrees to furnish to the other, within thirty (30) days after request, such truthful estoppel information as the other may reasonably request.

(b) Each party agrees to cooperate with the other in executing any documents (including a short form or Memorandum of Lease) requested by a party to protect or confirm its rights under this Agreement. Neither party shall record this Agreement in the records of the Clerk of Superior court of Fulton County, but may record, in lieu thereof, the aforementioned short form or Memorandum of Lease.

(c) In the event that Tenant shall remain in possession after the expiration of the Initial Term and any Renewal Term, without execution of a new lease between Landlord and Tenant, Tenant shall be tenant from month to month under all terms, provisions, and covenants of this Agreement and thereafter either party may terminate such tenancy upon thirty day's written notice. Tenant's annual Rent for such holdover period shall continue to increase annually (10%) based on the amount of annual Rent payable immediately prior to the expiration of this Agreement.

Section 24. Authority.

(a) Each of the Tenant and the Landlord represents to the other party that the individual executing this Agreement on its behalf is authorized to do so by requisite action of the party to this Agreement.

(b) Landlord covenants and warrants that (i) it has good, marketable and unencumbered title to the Premises free and clear of any liens, mortgages, restrictions or other encumbrances that will interfere with Tenant's permitted use of the Premises; and (ii) Tenant shall have the quiet enjoyment of the Premises, and Tenant shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

(c) Following the expiration or termination of this Agreement, Tenant agrees to execute and deliver to Landlord, in recordable form, a quitclaim deed or other cancellation, confirming that this Agreement has expired or terminated, as the case may be.

Section 25. Complete Agreement. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreement(s) of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties.

Section 26. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Georgia.

Section 27. Severability. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

Section 28. Force Majeure. Neither party shall be liable to the other party for its failure to perform any obligation under this Agreement if such failure is caused by the occurrence of any event beyond such party's control, including (but not limited to) acts of God, acts of public authority, war, riot, strike, work stoppages, or failures or delays of utilities, suppliers, or carriers.

IN WITNESS WHEREOF, parties hereto have set their hands and affixed their respective seals the day and year first above written.

LANDLORD:

FULTON COUNTY, GEORGIA a political subdivision of the
State of Georgia

By: [Signature]

Robert L. Pitts, Chairman

Fulton County Board of Commissioners

ATTEST:

[Signature]
Clerk, Fulton County Board of Commissioners



APPROVED AS TO FORM

This 20th day of NOV., 2018

[Signature]
Patrice Perkins-Hooker, County Attorney



Attest: Jade Ramdhany

Seal:



TENANT:

COMCAST CABLE COMMUNICATION, LLC., a Delaware
Limited Liability Company, Successor-In- Interest to Comcast
of Georgia/Virginia, Inc.

By: [Signature]

Douglas R Guthrie
Title: SUP Big South Region

\\siloncifs\gs\Legal\10735 Jones Bridge Road - (PW Water Tank Site) - Comcast Communications Site Lease Agreement\10735 Jones Bridge Rd cell lease.Comcast.Version 2.DAS.doc

Exhibit A

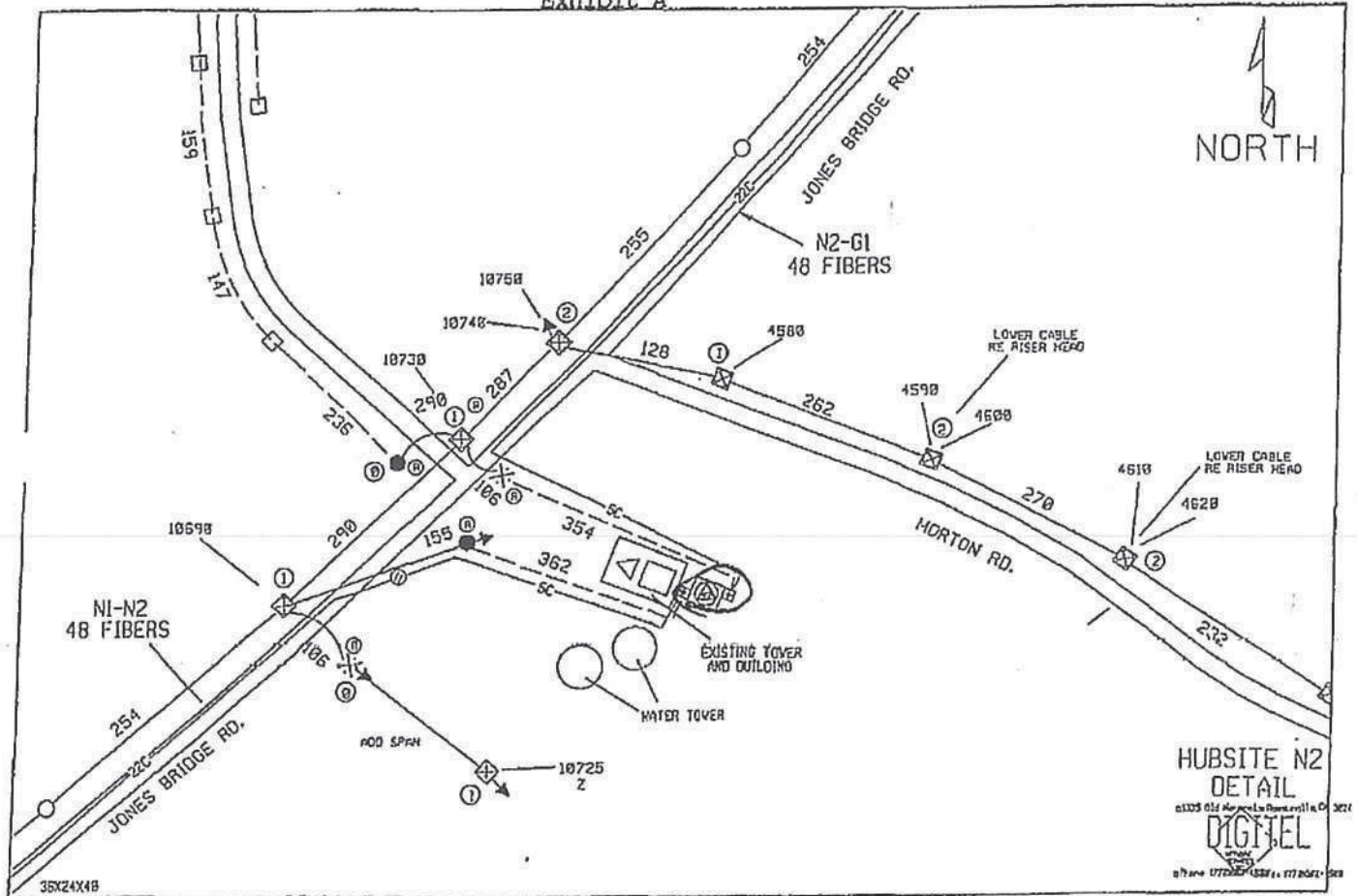


EXHIBIT B

Insurance and Risk Management Provisions

Comcast Cable Communications, LLC shall provide a Certificate of Insurance evidencing the following minimum coverages.

Evidence of said insurance coverages shall be provided on or before the inception date of the Agreement.

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT - EACH ACCIDENT	\$1,000,000.
Employer's Liability Insurance	BY DISEASE - POLICY LIMIT	\$1,000,000.
Employer's Liability Insurance	BY DISEASE - EACH EMPLOYEE	\$1,000,000.
Cover all of Comcast personnel performing work in connection with this Agreement.		

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	-	\$2,000,000
(Other than Products/Completed Operations)	General Aggregate	-	\$3,000,000
Products/Completed Operation	Aggregate Limit	-	\$2,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Damage to Rented Premises	Limits	-	\$300,000

3. UMBRELLA LIABILITY Each Occurrence /Aggregate - \$3,000,000
(In excess of above noted coverages). Overall limits of liability may be met through any combination of primary and excess liability policies.

Certificates:

Comcast Cable Communications, LLC shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered such that Comcast Cable Communications, LLC would no longer comply with the requirements of this Exhibit B. Policies and Certificates of Insurance are to list Fulton County, its Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation) using ISO Additional Insured Endorsement form CG 2010 or its' equivalent or on a blanket basis.

Comcast Cable Communications, LLC's insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory with respect to losses for which Comcast Cable Communications, LLC is responsible under the Lease.

Additional Insured under the General Liability and Umbrella Policies (with exception of Workers Compensation), with no Cross Suits exclusion.

Important:

The obligations for Comcast Cable Communications, LLC to procure and maintain insurance shall not be constructed to waive, restrict or impose other obligations. It is understood that neither failure to neither comply nor full compliance with the foregoing insurance requirements shall limit or relieve Comcast Cable Communications, LLC from any liability incurred as a result of their or any agent or sub-contractors activities/operations in conjunction with the Agreement, nor otherwise alter the liabilities of Comcast Cable Communications, LLC.

1 A RESOLUTION TO APPROVE A FIRST AMENDMENT TO LEASE AGREEMENT
2 BETWEEN FULTON COUNTY, GEORGIA (LANDLORD), AND COMCAST CABLE
3 COMMUNICATIONS, LLC (TENANT), FOR THE PURPOSE OF EXTENDING THE
4 LEASE TERM AT 10735 JONES BRIDGE ROAD, ALPHARETTA, GEORGIA 30202;
5 TO AUTHORIZE THE CHAIRMAN TO EXECUTE THE FIRST AMENDMENT TO LEASE
6 AGREEMENT AND RELATED DOCUMENTS; TO AUTHORIZE THE COUNTY
7 ATTORNEY TO APPROVE THE FIRST AMENDMENT TO LEASE AGREEMENT AS
8 TO FORM AND TO MAKE ANY MODIFICATIONS THERETO PRIOR TO EXECUTION;
9 AND FOR OTHER PURPOSES.

10 WHEREAS, Fulton County is the owner of a tract of land located at 10735 Jones
11 Bridge Road, situated in the City of Alpharetta, commonly described as all that tract of
12 land or parcel of land lying and being in Land Lots 151 and 152 of the 11th District, Fulton
13 County, Georgia and said tract containing 148,959 square feet, or 3.4 acres, more or less,
14 on which the Fulton County Department of Public Works has constructed a water tank
15 structure; and

16 WHEREAS, the property already contains certain telecommunication facilities,
17 having been built by Tenant's predecessor in interest, pursuant to the terms of three
18 successive lease agreements with Landlord (the "Prior Leases") dated April 19, 1989,
19 August 16, 2000, January 1, 2010, and most recently October 17, 2018; and

20 WHEREAS, the current lease agreement between Fulton County and Comcast
21 Cable Communications, LLC, was approved October 17, 2018 as Agenda Item #18-0733
22 and unless extended will expire December 31, 2023; and

23 WHEREAS, it is in the mutual desire of Fulton County and Comcast Cable
24 Communications, LLC, to execute a lease amendment to extend the lease term for one
25 (1) year with four (4) one-year renewal options; and

26 WHEREAS, the approval of the Fulton County Board of Commissioners is required
27 to modify terms of all contractual agreements in which Fulton County is a party to the
28 agreement; and

29 WHEREAS, Article 9, § 2, Par. 1(a) of the Georgia Constitution states in part "[t]he
30 governing authority of each county shall have legislative power to adopt clearly

1 reasonable ordinances, resolutions, or regulations relating to its property, affairs, and
2 local government for which no provision has been made by general law and which is not
3 inconsistent with this Constitution or any local law applicable thereto.”

4 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
5 approves the First Amendment to Lease Agreement with Comcast Cable
6 Communications, LLC, in substantially the form attached hereto as Exhibit “A.”

7 **BE IT FURTHER RESOLVED**, that the Chairman of the Board of Commissioners
8 is hereby authorized to execute the First Amendment to Lease Agreement between
9 Fulton County and, Comcast Cable Communications, LLC.

10 **BE IT FURTHER RESOLVED**, that the County Attorney is hereby authorized to
11 approve the First Amendment to Lease Amendment as to form and to make such other
12 or additional modifications as are necessary to protect the County’s interests prior to
13 execution by the Chairman.

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

17 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
18 Georgia, this 15th day of November, 2023.

19 FULTON COUNTY BOARD OF
20 COMMISSIONERS
21
22

23 _____
24 Robert Pitts, Chairman
25

26
27 ATTEST:
28
29

30 _____
31 Tonya R. Grier, Clerk to the Commission
32

1 APPROVED AS TO FORM:

2

3

4

5 Y. Soo Jo, County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0809

Meeting Date: 11/15/2023

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 16,044 square feet to Fulton County, a political subdivision of the State of Georgia, from Stonewall Tell Home Builders, Inc., for the purpose of constructing the Sandtown Falls Phase 2 Project at 0 Campbellton Road, South Fulton, Georgia 30331.

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 Sandtown Falls Phase 2 Project, a residential subdivision, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer service 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 16,044 square feet and is in Land Lot 139 of the 14F District of Fulton County, Georgia.

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

History of BOC Agenda Item: 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 : Sandtown Falls Phase 2
Tax Parcel Identification No.: 14F0139 LL0240
Land Disturbance Permit No.: 20S-026WR
Zoning/Special Use Permit No.: 2008Z-0023SFC
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

**SEWER EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 29th day of June, 2023, between
Stonewall Tell Home Builders. 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.

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) 139 of the
14F District, _____ Section (*if applicable*) of Fulton County, Georgia, and more particularly described as follows: To wit:

Sandtown Falls Phase 2

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.

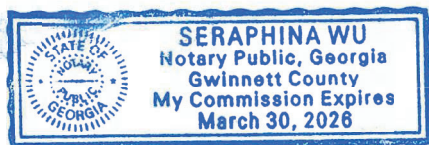
IN WITNESS HEREOF said party of the first part has hereunto affixed its hand and seal on the day and year first above written.

Signed, sealed and delivered this 29th
day of June, 2023
in the presence of:

[Signature]
Witness

[Signature]
Notary Public

[NOTARIAL SEAL]



GRANTOR: Stonewall Tell Home Builders. Inc
CORPORATE NAME

By: CH 2 H
Print Name: Christopher L Harris
Title: President

By: _____
Print Name: _____
Title: _____

[CORPORATE SEAL]

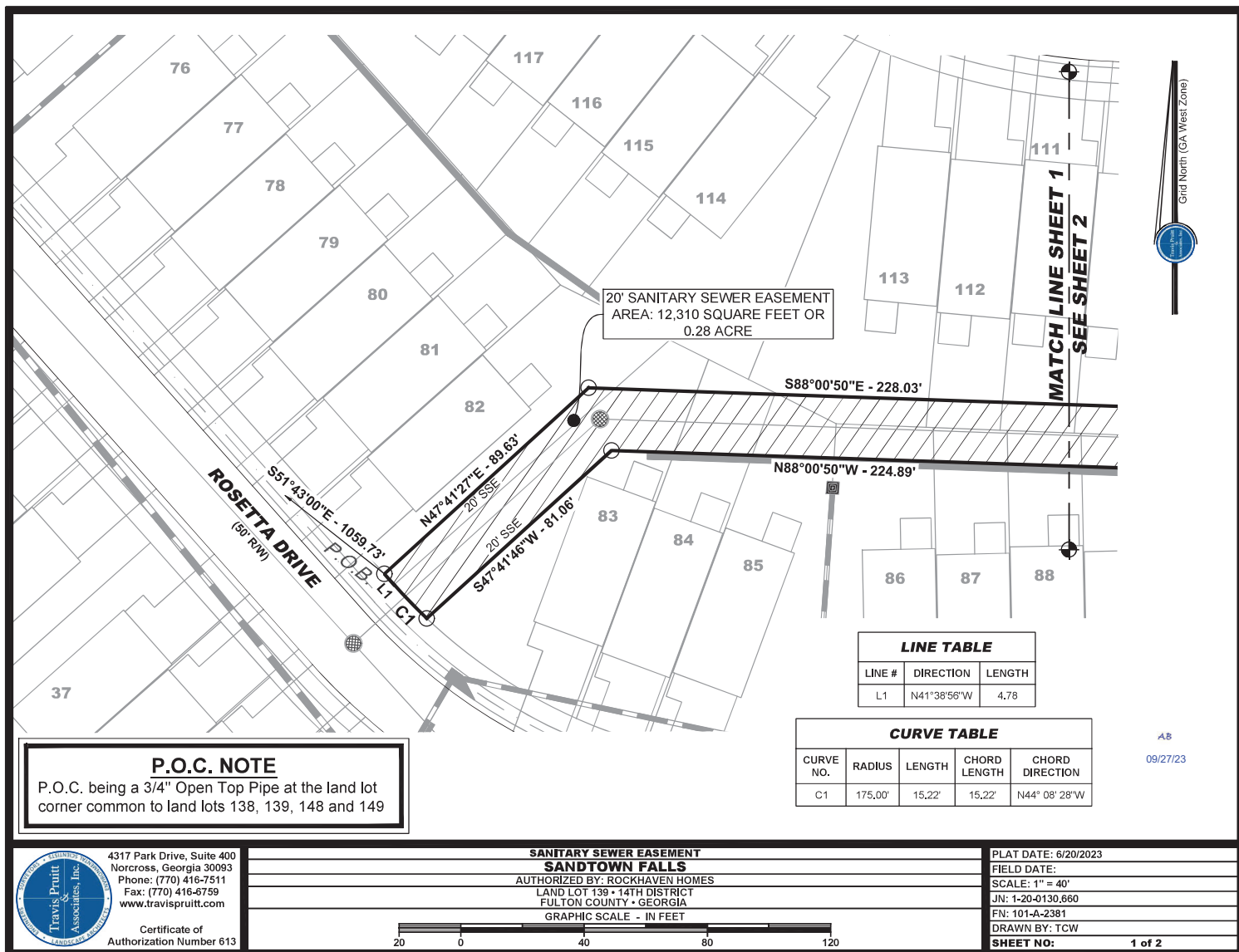
DESCRIPTION OF
20' Sanitary Sewer Easement

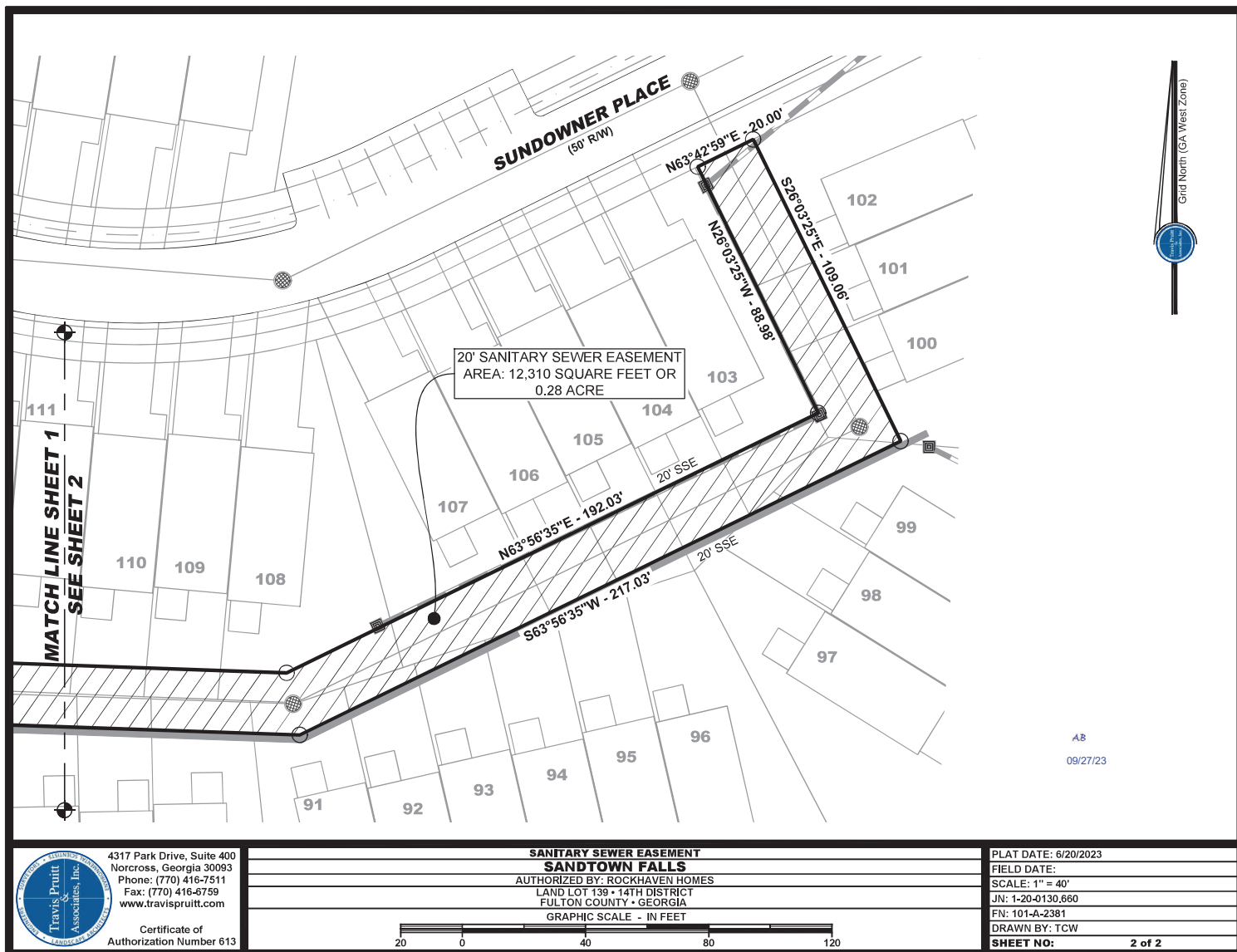
All that tract or parcel of land lying and being in Land Lot 139 of the 14th District, Fulton County, Georgia and being more particularly described as follows:

COMMENCING at a 3/4" Open Top Pipe found at the land lot corner common to land lots 138, 139, 148 and 149; **THENCE** proceeding along a tie line South 51 degrees 43 minutes 00 seconds East a distance of 1059.73 feet to a point on the northeastern right of way line of Rosetta Drive (50' right of way), said point being the **TRUE POINT OF BEGINNING**.

THENCE from said **TRUE POINT OF BEGINNING** leaving the said right of way North 47 degrees 41 minutes 27 seconds East a distance of 89.63 feet to a point; **THENCE** South 88 degrees 00 minutes 50 seconds East a distance of 228.03 feet to a point; **THENCE** North 63 degrees 56 minutes 35 seconds East a distance of 192.03 feet to a point; **THENCE** North 26 degrees 03 minutes 25 seconds West a distance of 88.98 feet to a point on the southeastern right of way line of Sundowner Place (50' right of way); **THENCE** proceeding along said right of way North 63 degrees 42 minutes 59 seconds East a distance of 20.00 feet to a point; **THENCE** leaving said right of way South 26 degrees 03 minutes 25 seconds East a distance of 109.06 feet to a point; **THENCE** South 63 degrees 56 minutes 35 seconds West a distance of 217.03 feet to a point; **THENCE** North 88 degrees 00 minutes 50 seconds West a distance of 224.89 feet to a point; **THENCE** South 47 degrees 41 minutes 46 seconds West a distance of 81.06 feet to a point on the northeastern right of way line of Rosetta Drive (50' right of way); **THENCE** proceeding along said right of way along a curve to the left with a radius of 175.00 feet and an arc length of 15.22 feet, said curve having a chord bearing of North 44 degrees 08 minutes 28 seconds West and a chord distance of 15.22 feet to a point; **THENCE** North 41 degrees 38 minutes 56 seconds West a distance of 4.78 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

Said tract contains 12,310 square feet or 0.28 acre.





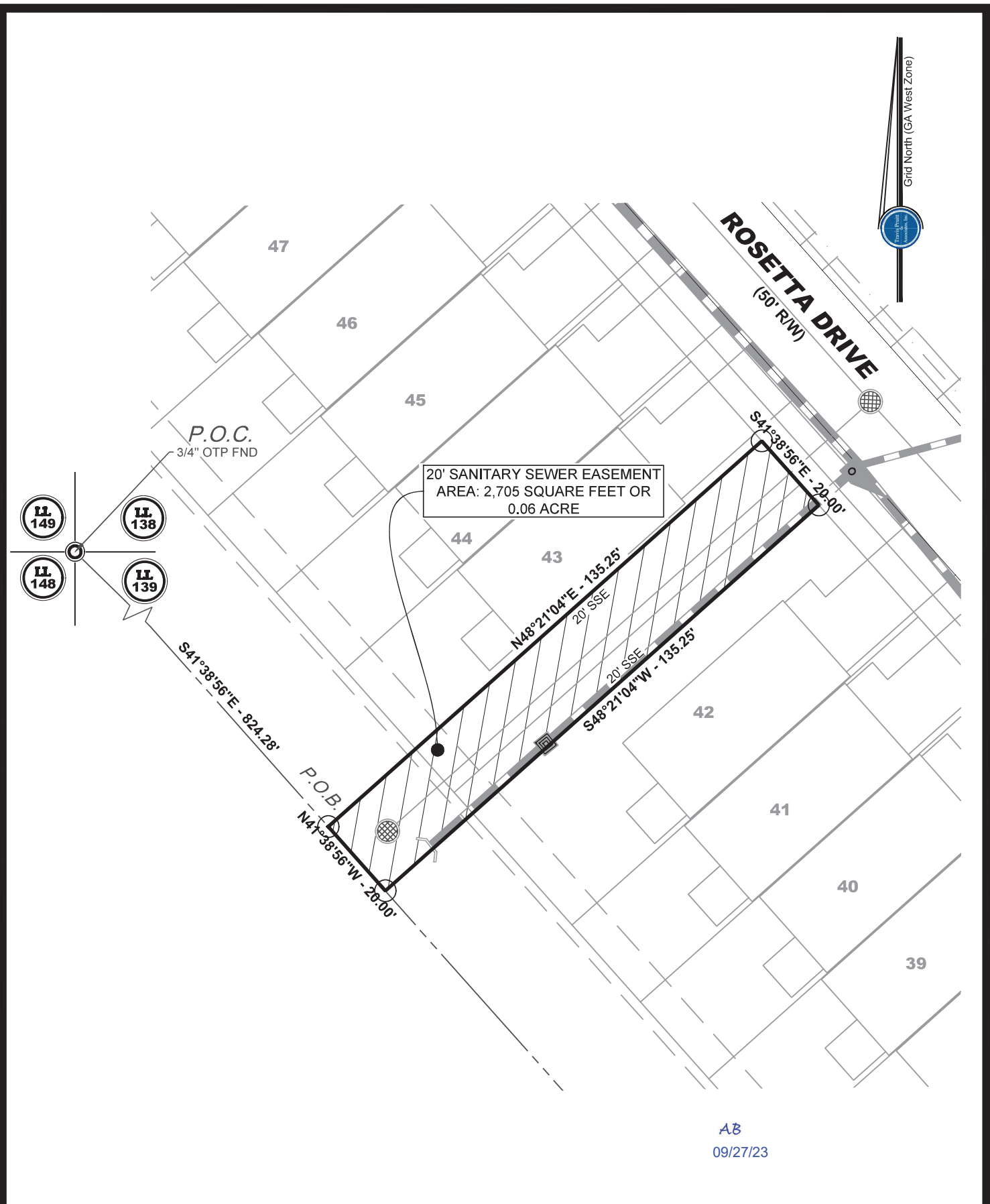
DESCRIPTION OF
20' Sanitary Sewer Easement

All that tract or parcel of land lying and being in Land Lot 139 of the 14th District, Fulton County, Georgia and being more particularly described as follows:

COMMENCING at a 3/4" Open Top Pipe found at the land lot corner common to land lots 138, 139, 148 and 149; **THENCE** leaving said land lot corner South 41 degrees 38 minutes 56 seconds East a distance of 824.28 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

THENCE from said **TRUE POINT OF BEGINNING** leaving said land lot line North 48 degrees 21 minutes 04 seconds East a distance of 135.25 feet to a point on the southwestern right of way line of Rosetta Drive (50' right of way); **THENCE** proceeding along said right of way South 41 degrees 38 minutes 56 seconds East a distance of 20.00 feet to a point; **THENCE** leaving said right of way South 48 degrees 21 minutes 04 seconds West a distance of 135.25 feet to a point on the land lot line common to land lots 139 and 148; **THENCE** proceeding along said land lot line North 41 degrees 38 minutes 56 seconds West a distance of 20.00 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

Said tract contains 2,705 square feet or 0.06 acre.



4317 Park Drive, Suite 400
Norcross, Georgia 30093
Phone: (770) 416-7511
Fax: (770) 416-6759
www.travispruit.com

Certificate of
Authorization Number 613

SANITARY SEWER EASEMENT	
SANDTOWN FALLS	
AUTHORIZED BY: ROCKHAVEN HOMES	
LAND LOT 139 • 14TH DISTRICT	
FULTON COUNTY • GEORGIA	
GRAPHIC SCALE - IN FEET	
15	0 30 60 90

PLAT DATE: 6/20/2023
FIELD DATE:
SCALE: 1" = 30'
JN: 1-20-0130,660
FN: 101-A-2382
DRAWN BY: TCW
SHEET NO: 1 of 1

**DESCRIPTION OF
Sanitary Sewer Easement**

All that tract or parcel of land lying and being in Land Lot 139 of the 14th District, Fulton County, Georgia and being more particularly described as follows:

COMMENCING at a 3/4" Open Top Pipe found at the land lot corner common to land lots 138, 139, 148 and 149; **THENCE** leaving said land lot corner and proceeding along the land lot line common to land lots 138 and 139 South 88 degrees 42 minutes 44 seconds East a distance of 282.05 feet to a point; **THENCE** leaving said land lot line South 03 degrees 16 minutes 05 seconds East a distance of 19.89 feet to a point; **THENCE** North 86 degrees 43 minutes 55 seconds East a distance of 0.77 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

THENCE from said **TRUE POINT OF BEGINNING** North 86 degrees 43 minutes 55 seconds East a distance of 19.23 feet to a point; **THENCE** North 03 degrees 16 minutes 05 seconds West a distance of 6.97 feet to a point; **THENCE** South 09 degrees 14 minutes 41 seconds East a distance of 51.28 feet to a point on the northern right of way line of Rosetta Drive (50' right of way); **THENCE** proceeding along said right of way along a curve to the left with a radius of 50.00 feet and an arc length of 25.36 feet, said curve having a chord bearing of South 43 degrees 48 minutes 34 seconds West and a chord distance of 25.08 feet to a point; **THENCE** leaving said right of way line North 09 degrees 03 minutes 51 seconds West a distance of 61.43 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

Said tract contains 1,029 square feet or 0.02 acre.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0810

Meeting Date: 11/15/2023

Department

District Attorney

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

Request approval to process outstanding and current invoices via purchase order, District Attorney, in the amount of \$79,234.26 with H&M Development and Management, LLC dba Decatur Atlanta Printing (Decatur, GA) for providing printing services for the preparation and operation of materials for the Office of the District Attorney. Effective upon BOC approval.

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

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

Justice and Safety

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: The District Attorney recommends approval of the payment of invoices for Decatur Atlanta Printing services for printing of office materials over the past year. The District Attorney's office has received guidance from the Fulton County Department of Purchasing that the cumulative amounts on the number of invoices counts toward the procurement process of requiring a bid and Board of Commission approval. The Fulton County Department of Purchasing has directed the District Attorney's office to utilize the approved statewide contact SWC# 99999-SPD-SPD0000108-0001, Printing Services with Moore Partners, Inc. dba More Business Solutions (Peachtree Corners, GA), to meet the offices printing needs.

Scope of Work: The invoices include various printing services such as printing of trial related graphics such as crime scene layout, enlargement of critical texts, voicemails and emails, replication

of crime scene photos, and bullet trajectory, information pamphlets for victims on victim's rights, timeline of court cases, and resources, public information pamphlets on Domestic Violence, Trafficking, Elder Abuse, Diversion, and Records Restrictions.

Community Impact: The Department is not aware of any community impact.

Department Recommendation: The Department recommends approval.

Project Implications: Approval of the printing services will ensure a local vendor will be paid.

Community Issues/Concerns: The Community has no issues or concerns with this request.

Department Issues/Concerns: The Department has no issues or concerns with this request.

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

Not Applicable

Exhibits Attached

Exhibit 1: Statement of Invoices

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

Dexter Bond, Deputy District Attorney Operations, Fulton County District Attorney

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$75,089.85
TOTAL:	\$75,089.85

Grant Information Summary

Amount Requested:	<input type="checkbox"/> Cash
Match Required:	<input type="checkbox"/> In-Kind
Start Date:	<input type="checkbox"/> Approval to Award

Agenda Item No.: 23-0810

Meeting Date: 11/15/2023

End Date:

☐ Apply & Accept

Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

100-480-4800-1459: General Fund, District Attorney, Printing

Key Contract Terms	
Start Date: Effective upon BOC approval	End Date:
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

Report Period Start:

12/1/2022

Report Period End:

10/13/2023

Choose a Department.

Statement Type : Open Item ▾

From :

Decatur Atlanta Printing
205 Swanton Way
Decatur, GA, USA
30030

To : 2023-11-02

Open Item Statement

Generated on (Nov 2, 2023)

Submit



Bill to:

Fulton County DA Office
141 Pryor Street
Atlanta, GA
30303
da.invoices@fultoncountyga.gov

Account Summary

Beginning balance Feb 17, 2023: \$2119.04

Ending balance Nov 02, 2023: \$79,234.26

Pay Manually

Pay Online

SHOWING ALL INVOICES AND PAYMENTS TILL NOV 2, 2023

DATE	DETAIL	AMOUNT	OPEN AMOUNT
Feb 17, 2023	invoice # 309502 (due 2023-03-30)	\$2119.04	\$2,119.04
Mar 06, 2023	invoice # 308706 (due 2023-03-13)	\$2723.60	\$2,723.60
Mar 27, 2023	invoice # 309649 (due 2023-04-03)	\$343.00	\$343.00
Mar 28, 2023	invoice # 309667 (due 2023-04-04)	\$1761.28	\$1,761.28
Mar 28, 2023	invoice # 309678 PO # 13069831322521 (due 2023-04-04)	\$299.95	\$299.95
Mar 28, 2023	invoice # 309709 (due 2023-04-04)	\$37.67	\$37.67
Mar 30, 2023	invoice # 309777 (due 2023-04-06)	\$4.33	\$4.33
Mar 30, 2023	invoice # 309803 (due 2023-04-06)	\$13.02	\$13.02
Mar 31, 2023	invoice # 309861 (due 2023-04-07)	\$4.57	\$4.57
Apr 05, 2023	invoice # 310048 PO # 13069831322533 (due 2023-04-12)	\$54.54	\$54.54
Apr 05, 2023	invoice # 310023 (due 2023-04-07)	\$602.77	\$602.77
Apr 07, 2023	invoice # 310091 (due 2023-04-14)	\$62.83	\$62.83

DATE	DETAIL	AMOUNT	OPEN AMOUNT
Apr 11, 2023	invoice # 310217 (due 2023-04-18)	\$12.99	\$12.99
Apr 12, 2023	invoice # 310257 (due 2023-04-19)	\$54.16	\$54.16
Apr 12, 2023	invoice # 310263 (due 2023-04-19)	\$2.28	\$2.28
Apr 13, 2023	invoice # 310318 (due 2023-04-20)	\$420.00	\$420.00
Apr 27, 2023	invoice # 311088 (due 2023-05-04)	\$112.62	\$112.62
Apr 28, 2023	invoice # 311116 (due 2023-05-05)	\$84.00	\$84.00
Apr 28, 2023	invoice # 311115 (due 2023-05-01)	\$342.71	\$342.71
May 01, 2023	invoice # 311195 (due 2023-05-08)	\$2029.10	\$2,029.10
May 01, 2023	invoice # 311240 (due 2023-05-08)	\$977.30	\$977.30
May 02, 2023	invoice # 311261 (due 2023-05-09)	\$14.84	\$14.84
May 03, 2023	invoice # 311363 (due 2023-05-10)	\$1.07	\$1.07
May 04, 2023	invoice # 311417 (due 2023-05-11)	\$5395.84	\$5,395.84
May 08, 2023	invoice # 311523 PO # 13069831322589 (due 2023-05-15)	\$135.00	\$135.00
May 08, 2023	invoice # 311536 (due 2023-05-15)	\$14.84	\$14.84
May 08, 2023	invoice # 311510 (due 2023-05-15)	\$372.08	\$372.08
May 09, 2023	invoice # 311580 (due 2023-05-16)	\$4.52	\$4.52
May 09, 2023	invoice # 311617 (due 2023-05-16)	\$198.52	\$198.52
May 10, 2023	invoice # 311634 PO # 13069831322604 (due 2023-05-17)	\$84.00	\$84.00
May 10, 2023	invoice # 311639 PO # 13069831322605 (due 2023-05-17)	\$135.00	\$135.00
May 15, 2023	invoice # 311853 (due 2023-05-22)	\$1.07	\$1.07
May 17, 2023	invoice # 311971 (due 2023-05-24)	\$79.37	\$79.37
May 17, 2023	invoice # 311980 (due 2023-05-24)	\$2473.00	\$2,473.00
May 17, 2023	invoice # 311981 (due 2023-05-24)	\$2471.00	\$2,471.00
May 17, 2023	invoice # 311982 (due 2023-05-24)	\$2471.00	\$2,471.00

DATE	DETAIL	AMOUNT	OPEN AMOUNT
May 17, 2023	invoice # 311964 PO # 13069831322649 (due 2023-05-24)	\$55.42	\$55.42
May 18, 2023	invoice # 312031 (due 2023-05-25)	\$497.57	\$497.57
May 19, 2023	invoice # 312084 (due 2023-05-26)	\$1038.93	\$1,038.93
May 22, 2023	invoice # 312108 (due 2023-05-29)	\$2907.55	\$2,907.55
May 26, 2023	invoice # 312304 (due 2023-06-02)	\$5.00	\$5.00
May 30, 2023	invoice # 312375 (due 2023-06-06)	\$128.62	\$128.62
May 30, 2023	invoice # 312383 (due 2023-05-31)	\$55.08	\$55.08
May 31, 2023	invoice # 312391 (due 2023-06-07)	\$50.74	\$50.74
Jun 06, 2023	invoice # 312612 (due 2023-06-13)	\$372.30	\$372.30
Jun 09, 2023	invoice # 312806 (due 2023-06-16)	\$84.00	\$84.00
Jun 09, 2023	invoice # 312805 (due 2023-06-16)	\$157.13	\$157.13
Jun 09, 2023	invoice # 312786 (due 2023-06-14)	\$1477.48	\$1,477.48
Jun 12, 2023	invoice # 312844 (due 2023-06-19)	\$66.50	\$66.50
Jun 13, 2023	invoice # 312903 (due 2023-06-20)	\$162.76	\$162.76
Jun 14, 2023	invoice # 312935 (due 2023-06-15)	\$388.54	\$388.54
Jun 15, 2023	invoice # 313009 (due 2023-06-22)	\$777.08	\$777.08
Jun 15, 2023	invoice # 313022 (due 2023-06-22)	\$890.10	\$890.10
Jun 16, 2023	invoice # 313031 (due 2023-06-20)	\$3723.40	\$3,723.40
Jun 16, 2023	invoice # 313032 (due 2023-06-16)	\$596.05	\$596.05
Jun 16, 2023	invoice # 313034 (due 2023-06-20)	\$2157.13	\$2,157.13
Jun 20, 2023	invoice # 313070 (due 2023-06-27)	\$574.84	\$574.84
Jun 20, 2023	invoice # 313067 (due 2023-06-27)	\$1821.37	\$1,821.37
Jun 20, 2023	invoice # 313077 (due 2023-06-27)	\$81.09	\$81.09
Jun 21, 2023	invoice # 313169 (due 2023-06-28)	\$12695.72	\$12,695.72
Jun 22, 2023	invoice # 313180 (due 2023-06-29)	\$99.23	\$99.23
Jun 23, 2023	invoice # 313260 (due 2023-06-30)	\$362.88	\$362.88
Jun 23, 2023	invoice # 313267 (due 2023-06-30)	\$308.42	\$308.42
Jun 23, 2023	invoice # 313248 (due 2023-06-26)	\$2.28	\$2.28
Jun 23, 2023	invoice # 313227 (due 2023-06-30)	\$70.20	\$70.20
Jun 26, 2023	invoice # 313307 (due 2023-07-03)	\$90.72	\$90.72

DATE	DETAIL	AMOUNT	OPEN AMOUNT
Jun 26, 2023	invoice # 313319 (due 2023-06-27)	\$74.95	\$74.95
Jun 28, 2023	invoice # 313362 (due 2023-07-05)	\$189.00	\$189.00
Jun 28, 2023	invoice # 313391 (due 2023-07-05)	\$60.48	\$60.48
Jun 28, 2023	invoice # 313394 (due 2023-07-05)	\$235.44	\$235.44
Jun 29, 2023	invoice # 313417 PO # 13069831322719 (due 2023-07-06)	\$368.59	\$368.59
Jun 29, 2023	invoice # 313451 (due 2023-07-06)	\$84.00	\$84.00
Jul 05, 2023	invoice # 313529 (due 2023-07-12)	\$149.94	\$149.94
Jul 20, 2023	invoice # 314067 (due 2023-07-27)	\$2023.73	\$2,023.73
Jul 21, 2023	invoice # 314081 (due 2023-07-28)	\$855.00	\$855.00
Jul 21, 2023	invoice # 314096 (due 2023-07-28)	\$210.00	\$210.00
Jul 21, 2023	invoice # 314111 (due 2023-07-28)	\$858.00	\$858.00
Jul 21, 2023	invoice # 314107 (due 2023-07-28)	\$6.96	\$6.96
Jul 21, 2023	invoice # 314113 (due 2023-07-28)	\$336.00	\$336.00
Jul 24, 2023	invoice # 314127 (due 2023-07-31)	\$1125.00	\$1,125.00
Jul 24, 2023	invoice # 314164 (due 2023-07-27)	\$1471.24	\$1,471.24
Jul 25, 2023	invoice # 314188 (due 2023-08-01)	\$293.76	\$293.76
Jul 25, 2023	invoice # 314217 (due 2023-08-01)	\$1010.97	\$1,010.97
Jul 26, 2023	invoice # 314284 (due 2023-08-02)	\$508.66	\$508.66
Jul 27, 2023	invoice # 314302 (due 2023-08-03)	\$635.04	\$635.04
Jul 27, 2023	invoice # 314301 (due 2023-08-03)	\$604.12	\$604.12
Jul 28, 2023	invoice # 314374 (due 2023-08-04)	\$898.56	\$898.56
Jul 28, 2023	invoice # 314390 (due 2023-08-04)	\$96.21	\$96.21
Jul 28, 2023	invoice # 314392 (due 2023-08-04)	\$260.28	\$260.28
Jul 31, 2023	invoice # 314423 (due 2023-07-31)	\$190.04	\$190.04
Jul 31, 2023	invoice # 314442 (due 2023-08-01)	\$736.70	\$736.70
Aug 01, 2023	invoice # 314456 (due 2023-08-08)	\$54.53	\$54.53
Aug 02, 2023	invoice # 314498 (due 2023-08-09)	\$6.41	\$6.41
Aug 02, 2023	invoice # 314559 PO # 13069831322742 (due 2023-08-09)	\$483.84	\$483.84
Aug 08, 2023	invoice # 314765 (due 2023-08-15)	\$375.00	\$375.00
Aug 10, 2023	invoice # 314879 PO # 13069831322754 (due 2023-08-17)	\$33.51	\$33.51

DATE	DETAIL	AMOUNT	OPEN AMOUNT
Aug 11, 2023	invoice # 314949 (due 2023-08-18)	\$38.00	\$38.00
Aug 15, 2023	invoice # 315021 (due 2023-08-22)	\$267.49	\$267.49
Aug 21, 2023	invoice # 315242 (due 2023-08-28)	\$22.94	\$22.94
Aug 28, 2023	invoice # 315569 PO # 13069831322781 (due 2023-09-04)	\$69.12	\$69.12
Aug 29, 2023	invoice # 315617 (due 2023-09-05)	\$171.39	\$171.39
Aug 30, 2023	invoice # 315684 (due 2023-09-06)	\$308.42	\$308.42
Aug 31, 2023	invoice # 315724 (due 2023-09-01)	\$87.00	\$87.00
Sep 07, 2023	invoice # 315969 (due 2023-09-14)	\$214.99	\$214.99
Sep 07, 2023	invoice # 316001 (due 2023-09-08)	\$345.62	\$345.62
Sep 12, 2023	invoice # 316168 (due 2023-09-19)	\$35.27	\$35.27
Sep 12, 2023	invoice # 316194 (due 2023-09-19)	\$546.32	\$546.32
Sep 19, 2023	invoice # 316447 (due 2023-09-26)	\$1122.40	\$1,122.40
Sep 20, 2023	invoice # 316516 (due 2023-09-27)	\$13.89	\$13.89
Sep 26, 2023	invoice # 316728 (due 2023-10-03)	\$84.00	\$84.00
Sep 26, 2023	invoice # 316736 (due 2023-10-03)	\$1296.65	\$1,296.65
Sep 28, 2023	invoice # 316879 PO # 13069831322807 (due 2023-10-05)	\$172.80	\$172.80
Oct 05, 2023	invoice # 317164 (due 2023-10-12)	\$248.87	\$248.87
Oct 10, 2023	invoice # 317330 (due 2023-10-17)	\$336.00	\$336.00
Oct 11, 2023	invoice # 317362 (due 2023-10-18)	\$388.54	\$388.54
Oct 11, 2023	invoice # 317343 (due 2023-10-18)	\$394.36	\$394.36
Oct 12, 2023	invoice # 317393 (due 2023-10-19)	\$168.00	\$168.00
Oct 12, 2023	invoice # 317398 (due 2023-10-19)	\$336.00	\$336.00
Oct 16, 2023	invoice # 317527 (due 2023-10-23)	\$39.00	\$39.00
Oct 17, 2023	invoice # 317573 (due 2023-10-24)	\$84.00	\$84.00
Oct 19, 2023	invoice # 317640 (due 2023-10-26)	\$142.33	\$142.33
Oct 19, 2023	invoice # 317675 (due 2023-10-26)	\$84.00	\$84.00
Oct 20, 2023	invoice # 317700 (due 2023-10-27)	\$8.00	\$8.00
Oct 25, 2023	invoice # 317903 (due 2023-11-01)	\$64.75	\$64.75
Oct 26, 2023	invoice # 317958 (due 2023-11-02)	\$58.33	\$58.33
Oct 27, 2023	invoice # 318013 (due 2023-11-03)	\$84.00	\$84.00

DATE	DETAIL	AMOUNT	OPEN AMOUNT
Oct 27, 2023	invoice #318027 (due 2023-11-03)	\$84.00	\$84.00
Oct 30, 2023	invoice #318070 (due 2023-10-30)	\$70.78	\$70.78
		Amount Due (USD) \$79,234.26	



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0813

Meeting Date: 11/15/2023

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

Presentation of Proclamations and Certificates.

Proclamation recognizing "Pancreatic Cancer Awareness Month." **(BOC)**

Proclamation recognizing "Hammonds House 35th Anniversary Appreciation Day." **(Hall/Arrington)**

Proclamation recognizing "Heaven Billboard #1 Gospel Airplay Appreciation Day." **(Arrington)**

Proclamation recognizing "Coy Dumas, Jr. Appreciation Day." **(Abdur-Rahman)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0815

Meeting Date: 11/15/2023

Department

Library

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

Request approval to renew an existing contract - Library, 21RFP0210B-EC Shelf-Ready Books for Shelf-Ready Books for Adults with Baker and Taylor, LLC, (Charlotte, NC) in the amount not to exceed \$800,000.00 with Baker and Taylor Inc to provide adult, young adult, and children's books, and adult best-selling lease books. Effective January 1, 2024 to December 31, 2024. This action exercises the third of four renewal options. One renewal option remains.

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)*

Arts and Libraries

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: The current project is combining two different book categories into one. The first project is to purchase popular shelf-ready adult, teen, and children's books. The second project purchases lease books for adults of bestselling and high demand titles. The previous solicitation was advertised as an Invitation to Bid (ITB), this solicitation was via a Request for Proposal (RFP) so that price was not the determining factor for choosing a vendor.

Scope of Work: This action allows the library to provide popular shelf-ready adult, teen, and

children's books as well as the purchase of lease books for adults of best-selling and high demand titles. These selections will be available throughout the 34 libraries in Fulton County. The cost of this plan covers cataloging, processing and shipping of the books as well as the books themselves. Selected vendor(s) must have an inventory large enough to supply multiple copies of requested titles to meet our 90% fill-rate within the specified turnaround time.

Community Impact: Patrons will have free access to shelf-ready and high demand books at the time of release for all age groups.

Department Recommendation: The Fulton County Library System recommends approves the recommendation to renew this vendor.

Project Implications: Fulton County is the largest county in Georgia. Not providing this service negatively impacts a wide range of Fulton County citizens in every Fulton area

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

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

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0458	6/16/2021	\$800,000.00
1st Renewal	21-0952	12/1/2021	\$800,000.00
2 nd Renewal	22-0928	12/7/2022	\$800,000.00
3rd Renewal			\$800,000.00
Total Revised Amount			\$3,200,000.00

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

Contract Value: \$800,000.00
Prime Vendor: Baker & Taylor, LLC
Prime Status: Non-Minority
Location: Charlotte, NC
County: Mecklenburg County
Prime Value: \$800,000.00 or 100.00%

Total Contract Value: \$800,000.00 or 100.00%
Total Certified Value: \$-0-

Exhibits Attached

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

Agenda Item No.: 23-0815

Meeting Date: 11/15/2023

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$800,000.00
Previous Adjustments: \$1,600,000.00
This Request: \$800,000.00
TOTAL: \$3,200,000.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

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

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: C renewal option remains

Overall Contractor Performance Rating:100

Agenda Item No.: 23-0815

Meeting Date: 11/15/2023

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/30/2023

Report Period End:
7/31/2023

Performance Evaluation Details

ID	E7
Project	Shelf-Ready Books for Adults, Teens and Children and Lease Books for Adults
Project Number	20RFP0210B-EC
Supplier	Baker & Taylor LLC
Supplier Project Contact	Jennifer Rhyne (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/30/2023 to 07/30/2023
Effective Date	10/18/2023
Evaluation Type	Formal
Interview Date	07/01/2023
Expectations Meeting Date	07/01/2023
Status	Completed
Publication Date	10/18/2023 08:33 AM EDT
Completion Date	10/18/2023 08:33 AM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

20/20

Rating

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

Comments

Not Specified

SCHEDULE

20/20

Rating

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

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

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

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

20/20

Rating

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

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

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

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Library

BID/RFP# NUMBER: 21RFP0210B-EC

BID/RFP# TITLE: Shelf-Ready Books for Adults, Teens and Children and Lease Books for Adults

ORIGINAL APPROVAL DATE: 06/16/2021

RENEWAL EFFECTIVE DATES: 01/01/2024 TO 12/31/2024

RENEWAL OPTION #: 3 OF 4

NUMBER OF RENEWAL OPTIONS: 4 Renewal options

RENEWAL AMOUNT: \$ 800,000.00

COMPANY'S NAME: Baker and Taylor Inc.

ADDRESS: 2550 West Tyvola Road

CITY: Charlotte

STATE: NC

ZIP: 28217

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

[INSERT COMPANY NAME]

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

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

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**[Insert Department Head Name & Title]
[Insert User Department Name]**

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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

Contract Renewal Evaluation Form

Date:	October 12, 2023
Department:	LIBRARY
Contract Number:	21RFP0210B-EC
Contract Title:	Shelf Ready Adult, Teens and Children Books and Lease Books

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 cost of this contract has remained neutral as the Library continues to purchase physical books based on demand.

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:** Not an appropriate source of information for this contract. Vendors do not list prices and services on the internet. There are only three vendors (Ingram, Brodart, Baker and Taylor) that have responded to our solicitation in the past 20 years. We checked with several library systems comparable to AFPL and they use one or a combination of the aforementioned vendors.

Date of search:	September 1, 2023
Price found:	Amounts are comparable to our current vendors'
Different features / Conditions:	Click here to enter text.
Percent difference between internet price and renewal price:	Click here to enter text.

Explanation / Notes:

Click here to enter text.

☐ **Market Survey of other jurisdictions:**

Date contacted:	September 1, 2023
Jurisdiction Name / Contact name: Jackie Kimbro	Dekalb County
Date of last purchase:	N/A
Price paid:	N/A
Inflation rate:	Click here to enter text.
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 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?	Prices are comparable

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?

(\$572,391.74) This amount includes two categories. Shelf Ready and Lease. These two categories were separate requests in years past.

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?

Fulton County would not be able to provide patrons with best-selling material throughout the year. We would also lose the ability to provide leased titles as well.

Click here to enter text.

Jamar Parker

September 22, 2023

Prepared by

Date

Gayle Holloman

September 22, 2023

Department Head

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0816

Meeting Date: 11/15/2023

Department

Library

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

Request approval to renew an existing contract in the amount of \$203,450.00 between the University of Georgia Cooperative Extension and the Fulton County Board of Commissioners to continue to provide research-based education in the areas of Agriculture and Natural Resources, Family and Consumer Sciences, 4-H and Youth Development to Fulton County citizens.

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

Recommend to approve the request to renew an existing contract in the amount of \$203,450.00 between the University of Georgia Cooperative Extension and the Fulton County Board of Commissioners to continue to provide research-based education in the areas of Agriculture and Natural Resources, Family and Consumer Sciences, 4-H and Youth Development to Fulton County citizens.

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

Arts and Libraries

Commission Districts Affected

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

Is this a purchasing item?

No

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

Recommend to approve the request to renew an existing contract in the amount of \$203,450.00 between the University of Georgia Cooperative Extension and the Fulton County Board of Commissioners to continue to provide research-based education in the areas of Agriculture and

Natural Resources, Family and Consumer Sciences, 4-H and Youth Development to Fulton County citizens.

Scope of Work: To provide research-based education in the areas of Agriculture and Natural Resources, Family and Consumer Sciences, 4-H and Youth Development to Fulton County citizens.

Community Impact: Will enable Cooperative Extension to maintain its current level of education services located at the North Fulton Service Center, East Point, Atlanta History Center, and Camp Truitt/4-H Center.

Department Recommendation: To approve the existing contract in the amount of \$203,450.00.

Project Implications: We don't foresee any changes in the service provided.

Community Issues/Concerns: We are not aware of any issues or concerns at this time.

Department Issues/Concerns: We don't have any issues or concerns at this time.

Fiscal Impact / Funding Source

Funding Line 1:

100-650-6300-1160

Funding Line 2:

100-650-6303-1160

Funding Line 3:

100-650-6304-1160

Funding Line 4:

[Click here to enter text.](#)

Funding Line 5:

[Click here to enter text.](#)



Date: February 25, 2023

To: Clinton McRae, District Extension Director
Northwest District Extension
UGA Griffin Campus
1109 Experiment Street, Flynt Building, Room 227
Griffin, GA 30223

Subject: Fulton County Contract
Board of Commission Budget

Fulton County Board of Commission wishes to continue the contract agreement between Fulton County Board of Commission and the Georgia Board of Regents of the University of Georgia on behalf of The University of Georgia Cooperative Extension Service.

The budget is for Salaries, taxes, and retirement for the attached budget period of January 1, 2024 to December 31, 2024.

The county requests Quarterly invoice and that a final invoice to be sent within 60 days of the contract end date.

Jon Baker

10/3/23

County Extension Coordinator

Date

County Representative

Date

District Extension Director

Date

Associate Dean for Extension, CES, UGA

Date

Fulton County

Board of Commission

January 1, 2024 - December 31, 2024

Salary	Employee Name / Position	Jan 1 - June 30	July 1 - Dec 31	Totals
	FACS Agent - Baker	\$ 20,500	\$ 20,500	\$ 41,000
	4H Agent - Mixon	\$ 7,175	\$ 7,175	\$ 14,350
	ANR Agent - Herrin	\$ 13,309	\$ 13,309	\$ 26,617
	4H Educator - Vacant	\$ 16,287	\$ 16,287	\$ 32,573
	ANR Agent - LaTora	\$ 13,325	\$ 13,325	\$ 26,650
	FACS Agent - Tran	\$ 7,998	\$ 7,998	\$ 15,996
	CEPA - Vacant	\$ 1,110	\$ 1,110	\$ 2,220
	-			\$ -
Total				\$ 159,406

FICA (OASDI) 6.2%			
	FACS Agent - Baker	\$ 1,271	\$ 1,271
	4H Agent - Mixon	\$ 445	\$ 445
	ANR Agent - Herrin	\$ 825	\$ 825
	4H Educator - Vacant	\$ 1,010	\$ 1,010
	ANR Agent - LaTora	\$ 826	\$ 826
	FACS Agent - Tran	\$ 496	\$ 496
	CEPA - Vacant	\$ 69	\$ 69
	-	\$ -	\$ -
Total			\$ 9,883

FICA (HI) 1.45%			
	FACS Agent - Baker	\$ 297	\$ 297
	4H Agent - Mixon	\$ 104	\$ 104
	ANR Agent - Herrin	\$ 193	\$ 193
	4H Educator - Vacant	\$ 236	\$ 236
	ANR Agent - LaTora	\$ 193	\$ 193
	FACS Agent - Tran	\$ 116	\$ 116
	CEPA - Vacant	\$ 16	\$ 16
	-	\$ -	\$ -
Total			\$ 2,311

TRS (19.98%) or ORP (9.24%)				
FACS Agent - Baker	TRS	\$ 4,096	\$ 4,096	\$ 8,192
4H Agent - Mixon	TRS	\$ 1,434	\$ 1,434	\$ 2,867
ANR Agent - Herrin	TRS	\$ 2,659	\$ 2,659	\$ 5,318
4H Educator - Vacant	TRS	\$ 3,254	\$ 3,254	\$ 6,508
ANR Agent - LaTora	TRS	\$ 2,662	\$ 2,662	\$ 5,325
FACS Agent - Tran	TRS	\$ 1,598	\$ 1,598	\$ 3,196
CEPA - Vacant	TRS	\$ 222	\$ 222	\$ 444
-	N/A	\$ -	\$ -	\$ -
Total				\$ 31,849

Total Contract Budget

\$ 203,450

To Contracts and Grants Department:

Combo code 18171009991001 pays for hospital and life for this contract.

Please mail final bill NO LATER

than 45 days after the contract ends on December 31st.

Fulton Board of Commissioners will be billed

monthly by the University of Georgia for actual expenses incurred.

Please mail to the address:

Fulton County CAES

1757 Washington Road

East Point, GA 30344

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Tonya R. Grier
Clerk to the Commission



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0817

Meeting Date: 11/15/2023

Department

Public Works

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

Request approval to renew an existing contract - Department of Public Works, 22RFP134460K-JAJ Professional Services for Airport Consulting and Engineering Services Design/Engineering/Construction in the amount of \$715,000.00 for the Fulton County Executive Airport - Charlie Brown Field with Michael Baker International to provide design, engineering and construction inspection services for updating, modifying and implementing the Capital Improvement Plan at Fulton County Executive Airport - Charlie Brown Field. This action exercises the first of four renewal options. Three 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, 60 days if the contract term is six (6) months or less.

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

Infrastructure and Economic Development

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: The Fulton County Executive Airport - Charlie Brown Field receives federal funds and pursuant to the requirements of the Georgia Department of Transportation and the Federal Aviation Administration the airport must have an engineering consultant to assist the Airport with various Design/Engineering/Construction activities.

Scope of Work: The scope of services includes consulting and engineering services normally associated with airport design, engineering, and construction.

General types of projects include but are not limited to:

- Prepare Project Funding Applications and Capital Improvements Program (CIP) Documents
- Perform Design, Bidding and Negotiation, Construction Administration, and Resident Inspection Services
- Assist with DBE Program Overall Goal Updates / Program Administration
- Construct/Rehabilitate Airfield Drainage Systems
- Construct/Rehabilitate Airfield Pavement, Lighting, and NAVAIDs/ILS Improvements
- Construct/Rehabilitate Airport Buildings (Terminal / Hangars / Maintenance)
- Construct/Rehabilitate Airport Roadways and Parking Lots
- Install/Upgrade Airport Fencing and Security Systems
- Improve Runway/Taxiway Safety Areas/Object Free Areas

Community Impact: As part of each project, public outreach is required. Therefore, the surrounding neighborhood will be able to better understand the impact any improvement to the airport might have on the community.

Department Recommendation: The Department of Public Works requests the BOC approve the renewal of the existing contract between Michael Baker International and the Fulton County Executive Airport - Charlie Brown Field.

Project Implications: No current project implications.

Community Issues/Concerns: None have been expressed nor are expected due to the work being done on the airfield.

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

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0947	12/7/2022	\$715,000.00
1st Renewal			\$715,000.00
Total Revised Amount			\$1,430,000.00

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

Contract Value: \$715,000.00

Prime Vendor: Michael Baker International
Prime Status: Non-Minority
Location: Norcross, GA
County: Gwinnett County
Prime Value: \$250,250.00 or 35.00%

Subcontractor: **Aulick Engineering, LLC**
Subcontractor Status: **DBE**
Location: Atlanta, GA
County: Fulton County
Subcontractor Value: **\$71,500.00 or 10.00%**

Subcontractor: **Corporate Environmental Risk Management (CERM)**
Subcontractor Status: **DBE**
Location: Tucker, GA
County: DeKalb County
Subcontractor Value: **\$71,500.00 or 10.00%**

Subcontractor: **Goode Van Slyke Architecture, LLC**
Subcontractor Status: **SBE**
Location: Tucker, GA
County: DeKalb County
Subcontractor Value: **\$214,500.00 or 30.00%**

Subcontractor: **KEY Engineering Group, Inc.**
Subcontractor Status: **DBE**
Location: Hapeville, GA
County: Fulton County
Subcontractor Value: **\$35,750.00 or 5.00%**

Subcontractor: **Nova Engineering and Environmental, LLC**
Subcontractor Status: **Non-Minority**
Location: Norcross, GA
County: Gwinnett County
Subcontractor Value: **\$71,500.00 or 10.00%**

Total Contract Value: **\$715,000.00 or 100.00%**
Total Certified Value: **\$393,250.00 or 55.00%**

Total DBE Value: **\$178,750.00 or 25.00%**

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: Contract Renewal Evaluation Form
Exhibit 3: Contractor Performance Report

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

Jonathan Gauthier, Airport Manager, Fulton County, 404-613-4205.

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$715,000.00
Previous Adjustments: \$0.00
This Request: \$715,000.00
TOTAL: \$1,430,000.00

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:**

200-540-5601-1160: Airport, Public Works, Professional Services - \$715,000.00.

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: 3 renewal options

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: Public Works

BID/RFP# NUMBER: 22RFP134460K-JAJ

BID/RFP# TITLE: Airport Consulting Services Design/Engineering/Construction

ORIGINAL APPROVAL DATE: 12/7/2022

RENEWAL EFFECTIVE DATES: January 1, 2024, through December 31, 2024

RENEWAL OPTION #: 1 OF 4

NUMBER OF RENEWAL OPTIONS: 4

RENEWAL AMOUNT: \$715,000.00

COMPANY'S NAME: Michael Baker International, Inc

ADDRESS: 420 Technology Parkway, Suite 150

CITY: Norcross

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

Michael Baker International, Inc.

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

**Quintin Watkins
Vice President – Office Executive**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**David Clark, Director
Public Works Department**

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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

Contract Renewal Evaluation Form

Date:	September 20, 2023
Department:	Public Works
Contract Number:	22RFP134460K-JAJ
Contract Title:	Design Engineering and Consulting

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 Scope and Fee for this contract remains the same as the approved original contract. The work that is needed can be funded with the budgeted amount. Much of the work conducted by Michael Baker International are to assist with Federal grants and projects funded by State and Federal.

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

☐ Internet search of pricing for same product or service:

Date of search:

Price found:

Different features / Conditions:

Percent difference between internet price and renewal price:

Explanation / Notes:

[Click here to enter text.](#)

☐ Market Survey of other jurisdictions:

Date contacted:	
Jurisdiction Name / Contact name:	
Date of last purchase:	
Price paid:	
Inflation rate:	
Adjusted price:	

Percent difference between past purchase price and renewal price:	
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	

Explanation / Notes:

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

The service provided by MBI is highly specialized and hard to quantify based on simplistic numbers. The service was awarded based on a proposal that was evaluated by key County personnel. The Airport is conducting permitting work for expansion of the airport and the cost estimates determine that the budgeted contract amount meets the needs of the airport.

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

\$715,000.00

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:

Price paid:

Inflation rate:

Adjusted price:

Percent difference between past purchase price and renewal price:

Explanation / Notes:

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 Federal Aviation Administration requires that the Airport have a consultant under contract to received federal funding.

Performance Evaluation Details

ID	E2
Project	Airport Consulting Services Engineering/Design/Construction
Project Number	22RFP134460K-JAJ
Supplier	Michael Baker International, Inc.
Supplier Project Contact	Carmen Dawkins (preferred language: English)
Performance Program	Architectural and Engineering Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	09/27/2023
Evaluation Type	Formal
Interview Date	09/27/2023
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	09/27/2023 10:05 AM EDT
Completion Date	09/27/2023 10:05 AM EDT
Evaluation Score	100

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

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

20/20

Rating

Outstanding: Expedited and thorough review of Contractor submissions at all times.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

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

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0818

Meeting Date: 11/15/2023

Department

Public Works

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

Request approval to renew an existing contract - Department of Public Works, 22ITB075A-KM, Sewer Line Chemical Root Control Services in the amount not to exceed \$349,996.36 with Duke's Root Controls, Inc. (Syracuse, NY), to provide sewer system chemical root services. 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, 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)*

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 requests renewal of an existing contract with Duke's Root Control, Inc., to provide sewer line chemical root control services.

Scope of Work: The contract is for sewer system chemical root services for the Department of Public Works for the County's North and South Fulton sanitary sewer service areas. Approximately 848.55 miles of sewer pipeline have been treated for root intrusion from 2014 through 2022.

Community Impact: Root intrusion into the sanitary sewer system can result in sewer system spills that can create odorous conditions. If significant, the spill could result in fish being killed and, if a body of water is impacted, there could be adverse impacts to human health and the environment.

Department Recommendation: The Department of Public Works requests approval to renew an existing contract with Duke's Root Controls, Inc.

Project Implications: If root intrusion is not managed and corrected by the Department of Public Works, the frequency of sewer system overflows would likely increase, which could result in fines and penalties.

Community Issues/Concerns: No community issues/concerns have been raised to staff of the Department of Public Works.

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

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0204	03/15/2023	\$349,996.36
Renewal No.1			\$349,996.36
Total Revised Amount			\$699,992.72

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

Contract Value: \$349,996.36

Prime Vendor: Duke's Root Controls, Inc.

Prime Status: Non-Minority

Location: Syracuse, NY

County: Onondaga County

Prime Value: \$349,996.36 or 100.00%

Total Contract Value: \$349,996.36 or 100.00%

Total Certified Value: \$0.00 or 0.00%

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

Exhibit 1: Contract Renewal Agreement Form

Exhibit 2: Contract Renewal Evaluation Form

Exhibit 3: Contractor Performance Report

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$349,996.36
Previous Adjustments: \$0.00
This Request: \$349,996.36
TOTAL: \$699,992.72

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:**

201-540-5459-1160: Water & Sewer Revenue, Public Works, Professional Services - \$174,998.18

Funding Line 2:

201-540-5469-1160: Water & Sewer Revenue, Public Works, Professional Services - \$174,998.18

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: <input type="radio"/> option remains

Agenda Item No.: 23-0818

Meeting Date: 11/15/2023

Overall Contractor Performance Rating: 79

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2023

Report Period End:
8/31/2023



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP NUMBER: 22ITB075A-KM

BID/RFP TITLE: Sewer Line Chemical Root Control Services

ORIGINAL APPROVAL DATE: March 15, 2023

RENEWAL EFFECTIVE DATES: January 1, 2024 to December 31, 2024

RENEWAL OPTION #: 1 of 2

NUMBER OF RENEWAL OPTIONS: 1 renewal option remains

RENEWAL AMOUNT: \$349,996.36

COMPANY'S NAME: Duke's Root Control, Inc.

ADDRESS: 400 Airport Road Ste. E

CITY: Elgin

STATE: IL

ZIP: 60123

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

Duke's Root Control, Inc.

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

**Kevin Hughes
Senior Vice President of Sales**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**David Clark, Director
Department of Public Works**

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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

Contract Renewal Evaluation Form

Date:	September 29, 2023
Department:	Public Works
Contract Number:	22ITB075A-KM
Contract Title:	Sewer Line Root Control

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.

Current vendor was the only bidder for this service and are being used by all utilities I have spoken with.

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

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

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

Explanation / Notes:

Click here to enter text.

☐ **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?	Fulton's price is equal to or less than other utilities using this service.

Explanation / Notes:

Click here to enter text.

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

NA

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

\$300,000.00

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?**

Potential for more sanitary sewer overflows if root control is not done.

Performance Evaluation Details

ID	E1
Project	Sewer Line Chemical Root Control Services
Project Number	22ITB075A-KM
Supplier	Duke's Root Control, Inc.
Supplier Project Contact	Lisa Schaefer (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 08/31/2023
Effective Date	09/26/2023
Evaluation Type	Formal
Interview Date	09/20/2023
Expectations Meeting Date	09/20/2023
Status	Completed
Publication Date	09/26/2023 10:00 PM EDT
Completion Date	09/26/2023 10:00 PM EDT
Evaluation Score	79



10/11/2023

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

17/20

Rating

Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments

Acceptable

TIMELINESS OF PERFORMANCE

17/20

Rating

Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments

Not Specified

BUSINESS RELATIONS

14/20

Rating

Satisfactory: Response to inquiries and/or technical, service, administrative issues is consistently effective.

Comments

Acceptable

CUSTOMER SATISFACTION

17/20

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

Acceptable

COST CONTROL

14/20

Rating

Satisfactory: Minimal contract pricing issues, cost discrepancies identified by User Department that require explanation, cost/price issues resolved in timely manner.

Comments

Acceptable

GENERAL COMMENTS

Comments

Good Contractor



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0819

Meeting Date: 11/15/2023

Department

Public Works

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

Request approval to renew existing contracts - Department of Public Works, 21ITB081321K-CRB, Standby Miscellaneous Construction Wastewater System Services in a total amount not to exceed \$12,700,000.00 with (A) Site Engineering, Inc. (Atlanta, GA) in an amount not to exceed \$3,300,000.00; (B) Wade Coots Company, Inc. (Austell, GA) in an amount not to exceed \$3,200,000.00; (C) Sol Construction, LLC (Atlanta, GA) in an amount not to exceed \$3,100,000.00; and, (D) Kemi Construction Company, Inc. (College Park, GA) in an amount not to exceed \$3,100,000.00 to provide standby miscellaneous construction wastewater system services. This action exercises the second of two renewal options. No 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 102-373, all competitive sealed bids of more than \$100,000.00 shall be forwarded to the Board of Commissioners for approval.

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background:

Scope of Work: These standby contracts consist of providing all labor, equipment, and materials necessary for the construction, installation, and repair of sewer mains, wastewater service lines, and

projects associated with the spill mitigation program that reduce the inflow and infiltration of stormwater into the sanitary system within both North and South Fulton County service areas. This work includes providing an emergency wastewater main repair crew on an as-needed basis, as directed by Public Works staff.

Community Impact: Wastewater repairs can be made expeditiously under the standby contracts which decreases the amount of time wastewater service may be interrupted to customers.

Department Recommendation: The Department of Public Works recommends approval.

Project Implications: Without the assistance of on-call, standby contractors, the amount of repair work that can be completed by Fulton County will be limited, especially in emergency situations.

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

Department Issues/Concerns: Public Works does not have any concerns or issues. The four firms have satisfactorily provided on-call wastewater construction services to Fulton County in the past.

Contract Modification:

(A) Site Engineering

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0979	12/01/2021	\$3,300,000.00
1st Renewal	22-0822	11/2/2022	\$3,300,000.00
2nd Renewal			\$3,300,000.00
Total Revised Amount			\$9,900,000.00

(B) Wade Coots Company, Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0979	12/01/2021	\$3,200,000.00
1st Renewal	22-0822	11/2/2022	\$3,200,000.00
2nd Renewal			\$3,200,000.00
Total Revised Amount			\$9,600,000.00

(C) Sol Construction, LLC.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0979	12/01/2021	\$3,100,000.00
1st Renewal	22-0822	11/2/2022	\$3,100,000.00

2nd Renewal			\$3,100,000.00
Total Revised Amount			\$9,300,000.00

(D) Kemi Construction Co.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0979	12/01/2021	\$3,100,000.00
1st Renewal	22-0822	11/2/2022	\$3,100,000.00
2nd Renewal			\$3,100,000.00
Total Revised Amount			\$9,300,000.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)***Total Contract Value: 12,700,000.00****(A)****Contract Value: \$3,300,000.00****Prime Vendor: Site Engineering, Inc.****Prime Status: Non-Minority****Location: Atlanta, GA****County: Fulton County****Prime Value: \$2,805,000.00 or 85.00%****Subcontractor: JDJ****Subcontractor Status: African American Male Business Enterprise****Location: Decatur, GA****County: DeKalb County****Contract Value: \$495,000.00 or 15.00%****Total Contract Value: \$3,300,000.00 or 100%****Total Certified Value: \$495,000.00 or 15.00%****(B)****Contract Value: \$3,200,000.00****Prime Vendor: Wade Coots****Prime Status: Non-Minority****Location: Hiram, GA**

County: Paulding County,
Prime Value: \$3,200,000.00 or 100%
Total Contract Value: \$3,200,000.00 or 100%
Total Certified Value: \$0.00 or 0.00%

(C)
Contract Value: \$3,100,000.00

Prime Vendor: Sol Construction
Prime Status: Hispanic Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Prime Value: \$2,666,000.00 or 86.00%

Subcontractor: Mechanical Jobber
Subcontractor Status: African American Male Business Enterprise
Location: Atlanta, GA
County: Fulton County
Contract Value: \$93,000.00 or 3.00%

Subcontractor: Global Control
Subcontractor Status: White Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Contract Value: \$62,000.00 or 2.00%

Subcontractor: Loris Transportation
Subcontractor Status: White Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Contract Value: \$155,000.00 or 5.00%

Subcontractor: Reeves Associates
Subcontractor Status: African American Male Business Enterprise
Location: Atlanta, GA
County: Fulton County
Contract Value: \$31,000.00 or 1.00%

Subcontractor: Llamas Coatings
Subcontractor Status: Hispanic Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Contract Value: \$93,000.00 or 3.00%

Total Contract Value: \$3,100,000.00 or 100%
Total Certified Value: \$3,100,000.00 or 100%

(D)

Contract Value: \$3,100,000.00

Prime Vendor: Kemi

Prime Status: African American Male Business Enterprise

Location: College, GA

County: Fulton County

Prime Value: \$2,604,000.00 or 84.00%

Subcontractor: Civil Works

Subcontractor Status: African American Male Business Enterprise

Location: Atlanta, GA

County: Fulton County

Contract Value: \$310,000.00 or 10.00%

Subcontractor: Integrated Construction Management

Subcontractor Status: African American Female Business Enterprise

Location: Decatur, GA

County: DeKalb County

Contract Value: \$93,000.00 or 3.00%

Subcontractor: K & E Group

Subcontractor Status: African American Female Business Enterprise

Location: Atlanta, GA

County: Fulton County

Contract Value: \$93,000.00 or 3.00%

Total Contract Value: \$3,100,00.00 or 100.00%

Total Certified Value: \$3,100,00.00 or 100.00%

Grand Contract Value: \$12,700,000.00 or 100%

Grand Certified Value: \$6,695,000.00 or 52.72%

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

Exhibits 1: Contractor Performance Reports

Exhibits 2: Contractor Renewal Agreements

Exhibits 3: Contractor Renewal Evaluation Forms

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$25,400,000.00
Previous Adjustments: \$0.00
This Request: \$12,700,000.00
TOTAL: \$38,100,000.00

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:

203-540-5400-I067: Water & Sewer R & E, Public Works, Misc. Sewer Line Project - \$12,700,000.00.

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

Overall Contractor Performance Rating:

(A) Site Engineering 79
(B) Wade Coots Company, Inc 73
(C) Sol Construction, LLC 85
(D) Kemi Construction Company, Inc. 82

Would you select/recommend this vendor again?

Yes

Agenda Item No.: 23-0819

Meeting Date: 11/15/2023

Report Period Start:
1/1/2023

Report Period End:
6/30/2023



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP# NUMBER: 21ITB081321K-CRB(A)

BID/RFP# TITLE: Standby Miscellaneous Construction Wastewater System Services

ORIGINAL APPROVAL DATE: 12/1/2021

RENEWAL EFFECTIVE DATES: January 1, 2024, through December 31, 2024

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$3,300,000.00

COMPANY'S NAME: Site Engineering, Inc.

ADDRESS: 7025 Best Friend Road

CITY: Atlanta

STATE: GA

ZIP: 30340

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

SITE ENGINEERING, INC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

J. David Hess,
Vice President

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

David Clark, Director
Department of Public Works

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: Public Works

BID/RFP# NUMBER: 21ITB081321K-CRB(B)

BID/RFP# TITLE: Standby Miscellaneous Construction Wastewater System Services

ORIGINAL APPROVAL DATE: 12/01/2021

RENEWAL EFFECTIVE DATES: January 1, 2024, through December 31, 2024

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$3,200,000.00

COMPANY'S NAME: Wade Coots Company, Inc.

ADDRESS: 174 Duncan Circle

CITY: Hiram

STATE: Georgia

ZIP: 30141

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

WADE COOTS COMPANY, INC.

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

**W. Greg Coots,
Vice President**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**David Clark, Director
Department of Public Works**

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: Public Works

BID/RFP# NUMBER: 21ITB081321K-CRB(C)

BID/RFP# TITLE: Standby Miscellaneous Construction Wastewater System Services

ORIGINAL APPROVAL DATE: 12/01/2021

RENEWAL EFFECTIVE DATES: January 1, 2024 through December 31, 2024

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$3,100,000.00

COMPANY'S NAME: Sol Construction LLC.

ADDRESS: 4120 Presidential Parkway, Suite 115

CITY: Atlanta

STATE: Georgia

ZIP: 30340

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

SOL CONSTRUCTION LLC

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Jose Villegas,
Vice President

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

David Clark, Director
Department of Public Works

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: Public Works

BID/RFP# NUMBER: 21ITB081321K-CRB(D)

BID/RFP# TITLE: Standby Miscellaneous Construction Wastewater System Services

ORIGINAL APPROVAL DATE: 12/01/2021

RENEWAL EFFECTIVE DATES: January 1, 2024, through December 31, 2024

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$3,100,000.00

COMPANY'S NAME: Kemi Construction Company, Inc.

ADDRESS: 2550 W. Point Avenue

CITY: College Park

STATE: Georgia

ZIP: 30337

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

**KEMI CONSTRUCTION COMPANY,
INC.**

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

**Rufus Oladapo,
President**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**David Clark, Director
Department of Public Works**

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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

Contract Renewal Evaluation Form

Date:	September 5, 2023
Department:	Public Works
Contract Number:	21ITB081321K-CRB
Contract Title:	Standby Miscellaneous Construction Wastewater System 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.

ALL BYPASS WORK ON PIPES 12-INCH DIAMETER OR LESS ARE PERFORMED IN-HOUSE

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

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

Date of search:

Price found:

Different features / Conditions:

Percent difference between internet price and renewal price:

Explanation / Notes:

[Click here to enter text.](#)

☐ **Market Survey of other jurisdictions:**

Date contacted:	September 27, 2022
GWINNETT COUNTY -SHELLBY MC WHORTER (770)822-8734	
Date of last purchase:	
Price paid:	
Inflation rate:	
Adjusted price:	
Percent difference between past purchase price and renewal price:	
Are they aware of any new vendors?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Are they aware of a reduction in pricing in this industry?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	WHITHIN RANGE

Explanation / Notes:

PRICES OF WORK CONTRACTED OUT WERE SIMILAR TO FUTON COUNTY PRICES

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

THE BID SHEET PRICES WERE COMPARABLE

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

\$5,582,052.16

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:

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?

INCREASED COST OF SEWER TREATMENT DUE TO I & I (INFLOW AND INFILTRATION) INCREASE IN FINES FROM EPD DUE TO SPILLS

Performance Evaluation Details

ID	E1
Project	Standby Miscellaneous Construction Wastewater System Services
Project Number	21ITB081321K-CRB
Supplier	Site Engineering Inc
Supplier Project Contact	Tamara L Isbell (preferred language: English)
Performance Program	Construction Services
Evaluation Period	01/01/2023 to 06/30/2023
Effective Date	09/26/2023
Evaluation Type	Formal
Interview Date	09/21/2023
Expectations Meeting Date	09/21/2023
Status	Completed
Publication Date	09/26/2023 10:03 PM EDT
Completion Date	09/26/2023 10:03 PM EDT
Evaluation Score	79



10/18/2023

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - CONSTRUCTION SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

SCHEDULE

14/20

Rating

Satisfactory: Delivered on schedule or on approved amended schedule. Monitoring and forecasting of schedule as per Contract requirements.

Comments

Acceptable

BUDGET MANAGEMENT

17/20

Rating

Excellent: Design within budget and exceeds in some areas. Changes in project scope are identified and are submitted with rational and fair costing.

Comments

Acceptable

OVERALL CONSTRUCTION PROJECT MANAGEMENT

17/20

Rating

Excellent: Commendable Project Management that exceeds in some areas.

Comments

Acceptable

COST CONTROL

17/20

Rating

Excellent: Claims process managed well and at times are expedited. At times actively sent documents to the User Department concerning potential cost overruns.

Comments

Acceptable

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

14/20

Rating

Satisfactory: Issues of compliance with Contract documents were resolved in a timely manner to the the User Department's satisfaction.

Comments

Acceptable

GENERAL COMMENTS

Comments

Not Specified

Performance Evaluation Details

ID	E1
Project	Standby Miscellaneous Construction Wastewater System Services
Project Number	21ITB081321K-CRB
Supplier	Wade Coots Company, Inc
Supplier Project Contact	Mark Sutton (preferred language: English)
Performance Program	Construction Services
Evaluation Period	01/01/2023 to 06/30/2023
Effective Date	09/26/2023
Evaluation Type	Formal
Interview Date	09/21/2023
Expectations Meeting Date	09/21/2023
Status	Completed
Publication Date	09/26/2023 09:51 PM EDT
Completion Date	09/26/2023 09:51 PM EDT
Evaluation Score	73



10/18/2023

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - CONSTRUCTION SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

SCHEDULE

14/20

Rating

Satisfactory: Delivered on schedule or on approved amended schedule. Monitoring and forecasting of schedule as per Contract requirements.

Comments

Acceptable

BUDGET MANAGEMENT

14/20

Rating

Satisfactory: Design within budget. Reasonable pricing on Scope Changes and processed in a timely manner.

Comments

Acceptable

OVERALL CONSTRUCTION PROJECT MANAGEMENT

14/20

Rating

Satisfactory: Acceptable understanding of project objectives and requirements.

Comments

Acceptable

COST CONTROL

14/20

Rating

Satisfactory: Claims process and timeframes for resolution documented and meet the Contract requirements. Consistent, fair, and accurate tracking and forecasting of budgets.

Comments

Acceptable

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

Acceptable

GENERAL COMMENTS

Comments

Not Specified

Performance Evaluation Details

ID	E1
Project	Standby Miscellaneous Construction Wastewater System Services
Project Number	21ITB081321K-CRB_Sol
Supplier	Sol Construction, LLC
Supplier Project Contact	Sol Estimating (preferred language: English)
Performance Program	Construction Services
Evaluation Period	01/01/2023 to 06/30/2023
Effective Date	09/26/2023
Evaluation Type	Formal
Interview Date	09/21/2023
Expectations Meeting Date	09/21/2023
Status	Completed
Publication Date	09/26/2023 09:57 PM EDT
Completion Date	09/26/2023 09:57 PM EDT
Evaluation Score	85



Related Documents

There are no documents associated with this Performance Evaluation

10/18/2023

OVERALL RATING GUIDE - CONSTRUCTION SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

SCHEDULE

17/20

Rating

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

Comments

Not Specified

BUDGET MANAGEMENT

17/20

Rating

Excellent: Design within budget and exceeds in some areas. Changes in project scope are identified and are submitted with rational and fair costing.

Comments

Not Specified

OVERALL CONSTRUCTION PROJECT MANAGEMENT

17/20

Rating

Excellent: Commendable Project Management that exceeds in some areas.

Comments

Acceptable

COST CONTROL

17/20

Rating

Excellent: Claims process managed well and at times are expedited. At times actively sent documents to the User Department concerning potential cost overruns.

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

Acceptable

GENERAL COMMENTS

Comments

Very Good contractor

Performance Evaluation Details

ID	E1
Project	Standby Miscellaneous Construction Wastewater System Services
Project Number	21ITB081321K-CRB_Kemi
Supplier	Kemi Construction
Supplier Project Contact	Vickie Lee (preferred language: English)
Performance Program	Construction Services
Evaluation Period	01/01/2023 to 06/30/2023
Effective Date	09/26/2023
Evaluation Type	Formal
Interview Date	09/21/2023
Expectations Meeting Date	09/21/2023
Status	Completed
Publication Date	09/26/2023 09:53 PM EDT
Completion Date	09/26/2023 09:53 PM EDT
Evaluation Score	82



10/18/2023

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - CONSTRUCTION SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

SCHEDULE

17/20

Rating

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

Comments

Acceptable

BUDGET MANAGEMENT

14/20

Rating

Satisfactory: Design within budget. Reasonable pricing on Scope Changes and processed in a timely manner.

Comments

Acceptable

OVERALL CONSTRUCTION PROJECT MANAGEMENT

17/20

Rating

Excellent: Commendable Project Management that exceeds in some areas.

Comments

Acceptable

COST CONTROL

17/20

Rating

Excellent: Claims process managed well and at times are expedited. At times actively sent documents to the User Department concerning potential cost overruns.

Comments

Acceptable

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

Acceptable

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0820

Meeting Date: 11/15/2023

Department

Senior Services

Requested Action

Request approval to renew an existing contract - Department of Senior Services 23RFP137278A-CJC, Comprehensive Nutrition Services in an amount not to exceed \$2,628,672.92 with Open Hand Atlanta (Atlanta, GA) to provide congregate and home delivered meals, meal delivery, nutrition education and nutrition counseling for Fulton County residents aged 60 and above. This action exercises the first of four renewal options. Three 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) month or less.

Strategic Priority Area related to this item

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background

Scope of Work: The Department of Senior Services is the County based agency designated to provide Older Americans Act services within Fulton County. The department is responsible for the planning and coordination of home and community based services that enable senior residents to age in place. The contract will cover the preparation and delivery of congregate meals to

Neighborhood Senior Centers, Home Delivered Meals to the homes of seniors, nutrition education and counseling at Neighborhood Senior Centers and community outreach which entails nutrition education material for home delivered meals participants.

Community Impact: This contract renewal will ensure that meals are provided to eligible Fulton County seniors. If the contract is not renewed, there will be seniors within Fulton County who will face food insecurity.

Department Recommendation: The Department recommends approval.

Project Implications: This contract enables Fulton County and the department to provide comprehensive nutrition care and nutritionally balanced meals to eligible seniors.

Community Issues/Concerns: If not renewed, over 1,000 eligible seniors will face food insecurity.

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

Contract Modification

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Award Amount	23-0199	3/15/2023	\$1,727,156.58
Increase Spending Authority	23-0460	7/12/2023	\$1,134,963.80
Renewal No. 1			\$2,628,672.92
Total Revised Amount			\$5,490,793.30

Contract Compliance Information:

Contract Value: \$2,628,672.92

Prime Contractor: Open Hand Atlanta, Inc.

Prime Status: Non-Profit

Location: Atlanta, GA

County: Fulton County

Prime Value: \$2,511,052.92 or 94.30%

Subcontractor: Senior Services North Fulton

Subcontractor Status: Non-Profit

Location: Alpharetta, GA

County: Fulton County

Contract Value: \$50,000.00 or 2.70%

Subcontractor: South Fulton Senior Services, Inc.

Subcontractor Status: Non-Profit

Location: College, GA
County: Fulton County
Contract Value: \$67,620.00 or 3.00%

Total Contract Value: \$2,628,672.92 or 100.00%
Total Certified Value: Non-Profit

Exhibits Attached

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

Contact Information

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$1,727,156.58
Previous Adjustments: \$1,134,963.80
This Request: \$2,628,672.92
TOTAL: \$5,490,793.30

Grant Information Summary

Amount Requested:	\$654,157.76	<input type="checkbox"/>	Cash
Match Required:		<input type="checkbox"/>	In-Kind
Start Date:	July 1, 2023	<input type="checkbox"/>	Approval to Award
End Date:	June 30, 2024	<input type="checkbox"/>	Apply & Accept
Match Account \$:			

Grant Information Summary

Agenda Item No.: 23-0820

Meeting Date: 11/15/2023

Amount Requested: \$731,893.68

☐ Cash

Match Required:

☐ In-Kind

Start Date: July 1, 2024

☐ Approval to Award

End Date: June 30, 2025

☐ Apply & Accept

Match Account \$:

Grant Information Summary

Amount Requested: \$698,483.48

☐ Cash

Match Required:

☐ In-Kind

Start Date: July 1, 2023

☐ Approval to Award

End Date: June 30, 2024

☐ Apply & Accept

Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

100-183-18HM-1160: General, Senior Services, Professional Services, \$544,138.00

Funding Line 2:

461-183-ARCA-1160, Grants, Senior Services, Professional Services, \$698,483.48

Funding Line 3:

461-183-AR24-1160, Grants, Senior Services, Professional Services, \$654,157.76

Funding Line 4:

461-183-AR25-1160, Grants, Senior Services, Professional Services, \$731,893.68

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: 3 renewal options remain

Overall Contractor Performance Rating: 88

Would you select/recommend this vendor again?

Yes

Report Period Start:

Report Period End:

Agenda Item No.: 23-0820

Meeting Date: 11/15/2023

7/3/2023

9/29/2023

Performance Evaluation Details

ID	E2
Project	Comprehensive Nutrition Services
Project Number	23RFP137278A-CJC
Supplier	Open Hand Atlanta, Inc.
Supplier Project Contact	Nathan Kerce (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	10/31/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	10/31/2023 09:37 AM EDT
Completion Date	10/31/2023 09:37 AM EDT
Evaluation Score	88

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

17/20

Rating

Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments

Not Specified

BUSINESS RELATIONS

17/20

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

Not Specified

CUSTOMER SATISFACTION

17/20

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

Not Specified

COST CONTROL

17/20

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified

Contract Renewal Evaluation Form

Date:	October 12, 2023
Department:	Department of Senior Services
Contract Number:	23RFP137278A-CJC
Contract Title:	Comprehensive Nutrition Care

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 of Senior Services did reorganize the dissemination of Home Delivered Meals by contracting this service with one Provider, Open Hand Atlanta. This action has brought more cost control and more efficient delivery of meals and coordination of volunteers to keep the cost low.

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:	October 12, 2023
	Price found:	12.75
Different features / Conditions:	Home Delivered Meals for the elderly with a low costs to the senior. There is no cost for Fulton County Department of Senior Services Home Delivered Meals.	
Percent difference between internet price and renewal price:		0%

Explanation / Notes:

The average costs for a meal is \$7.30 through the Department of Senior Services. Other municipalities assess a sliding scale fee for Meal Delivery. In Tennessee, the costs is \$12.75 which is twice the costs for Fulton County Government Home Delivered Meal program and there is no additional costs to the senior.

☒ **Market Survey of other jurisdictions:**

Date contacted:	October 12, 2023
-----------------	------------------

Jurisdiction Name / Contact name:	Nashville, TN
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 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?	Costs is more

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?**

2,394,162.27

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?

The impact if the contract is not approved will result in 1,148 Fulton County Seniors not having a nutritious meal. This will also impact seniors at Neighborhood Senior Centers, who rely on the meal served during lunch. The seniors will be faced with financial hardship to get meals and in some cases physical limitations to go out and seek other meal solutions. If not approved, senior hunger will persist in Fulton County; waiting list will be futile and a lack of access could result in possible malnutrition that could lead to weakened immune system and other health risks



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Senior Services

BID/RFP NUMBER: 23RFP137278A-CJC

BID/RFP TITLE: Comprehensive Nutrition Services

ORIGINAL APPROVAL DATE: March 15, 2023

RENEWAL EFFECTIVE DATES: April 1, 2023

RENEWAL OPTION #: 1 OF 4

NUMBER OF RENEWAL OPTIONS: 4

RENEWAL AMOUNT: \$2,628,672.92

COMPANY'S NAME: Open Hand Atlanta, Inc.

ADDRESS: 181 Armour Drive, NE

CITY: Atlanta

STATE: GA

ZIP: 30324

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

Open Hand Atlanta, Inc.

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

ATTEST:

**Matthew Pieper
Executive Director**

ATTEST:

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

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

**Secretary/
Assistant Secretary**

(Affix Corporate Seal)

ATTEST:

**Ladisa Onyiliogwu, Director
Department of Senior Services**

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.: 23-0821

Meeting Date: 11/15/2023

Department

Medical Examiner

Requested Action

Request approval to renew an existing contract - Medical Examiner's Office, 22ITB135453C-MH, Pickup and Removal of Deceased Remains in an amount not to exceed \$168,000.00 with Thompson Mortuary Services LLC. (Atlanta, GA) to provide pickup and removal of deceased remains services. 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

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

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 contract will provide transportation of decedent's remains to the Medical Examiner's Office in Fulton County.

Scope of Work: The Contractor will deliver all decedents picked up to the Office of the Medical Examiner in the body bags provided by the Medical Examiner.

Community Impact: N/A

Department Recommendation: The Medical Examiner recommends approval of this contract to provide transportation of decedent's remains in Fulton County for fiscal year 2023.

Project Implications: Provide transportation of deceased remains countywide.

Community Issues/Concerns: N/A

Department Issues/Concerns: If this contract is not approved, the County does not have the capacity to pick up and transport decedents' remains in Fulton County.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0745	10/05/2022	\$168,000.00
1st Renewal			\$168,000.00
Total Revised Amount			\$336,000.00

Contract & Compliance Information

Contract Value: \$168,000.00

Prime Vendor: Thompson Mortuary Services, LLC
Prime Status: African American Male Business Enterprise
Location: Atlanta, GA
County: Fulton County
Prime Value: \$168,000.00 or 100.00%

Total Contract Value: \$168,000.00 or 100.00%
Total Certified Value: \$168,000.00 or 100.00%

Exhibits Attached

Exhibit 1: CONTRACT RENEWAL AGREEMENT
Exhibit 2: VENDOR PERFORMANCE EVALUATION
Exhibit 3: CONTRACT RENEWAL EVALUATION

Contact Information

Karleshia Bentley, Executive Assistant, (404) 613-4400

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$168,000.00
Previous Adjustments: \$0.00
This Request: \$168,000.00
TOTAL: \$336,000.00

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

100-340-3400-1160: General, Medical Examiner, Professional Services

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: <input type="radio"/> renewal option remains

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

Report Period Start: 1/1/2024
Report Period End: 12/31/2024



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Medical Examiner

BID/RFP NUMBER: 22ITB135453C-MH

BID/RFP TITLE: PICKUP AND REMOVAL OF DECEASED REMAINS

ORIGINAL APPROVAL DATE: October 5, 2022

RENEWAL EFFECTIVE DATES: January 1, 2024

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS:

RENEWAL AMOUNT: \$168,000.00

COMPANY'S NAME:Thompsons Mortuary Services

ADDRESS: 3937 makeover court

CITY: atlanta

STATE: GA

ZIP: 30349

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

Thompsons Mortuary Services

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

**Nykeya Thompson,
Owner**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Marian Green,
Medical Examiner**

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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

Performance Evaluation Details

ID	E2
Project	PICKUP AND REMOVAL OF DECEASED REMAINS
Project Number	22ITB135453C-MH
Supplier	Thompsons Mortuary Services
Supplier Project Contact	Nykeya t thompson (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	09/19/2023
Evaluation Type	Formal
Interview Date	05/24/2023
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	09/19/2023 12:16 AM EDT
Completion Date	09/19/2023 12:16 AM EDT
Evaluation Score	76

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

14/20

Rating

Satisfactory: Project Management. Acceptable understanding of project objectives, risks and Contract requirements with some direction required from the User Department.

Comments

Thompson should make a concerted effort to promptly address and resolve any issues or concerns in order to strengthen the overall rapport between the department and the vendor.

SCHEDULE

14/20

Rating

Satisfactory: Delivered on schedule or on approved amended schedule. Monitoring and forecasting of schedule as per Contract requirements.

Comments

Persist in efforts to improve response times, even in the face of company resource constraints.

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

Provides invoices and reports to the department in a sufficient timeframe.

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

14/20

Rating

Satisfactory: Issues of compliance with Contract documents were resolved in a timely manner to the the User Department's satisfaction.

Comments

Strive to enhance the overall level of responsiveness in accordance with the defined scope of work detailed in the contract.

GENERAL COMMENTS

Comments

Not Specified

Contract Renewal Evaluation Form

Date:	September 19, 2023
Department:	Medical Examiner's Office
Contract Number:	22ITB135453C-MH
Contract Title:	Pickup and Removal of Deceased Remains

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 agreement is essential for facilitating the transportation of the deceased remains to the Medical Examiner's Office in Fulton County. The Contractor is responsible for ensuring that all deceased individuals are transported to the Medical Examiner's Office using the body bags supplied by the Medical Examiner.

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

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

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

Explanation / Notes:

Click here to enter text.

☐ **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?	\$20.00 increase per removal

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?**

\$168,000

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?**

Click here to enter text.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0822

Meeting Date: 11/15/2023

Department

Finance

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

Presentation of FY2024 Proposed Operating Budget.

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

For information purposes only

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.)*

Fulton County's proposed operating budget for 2024 will be presented on November 15, 2023. The Administration is currently in the process of finalizing the proposed budget documents and will provide the proposed budget material to the Board of Commissioners on or before November 15, 2023.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0779

Meeting Date: 11/15/2023

Department

County Manager

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

Request approval to increase the spending authority in an amount not to exceed \$1,646,735.00 with A & A All County Monitoring Services, Inc. (Lawrenceville, GA) to continue to provide electronic (ankle) monitoring and services for defendants eligible to be released pursuant to the electronic pretrial release and monitoring program. Effective upon BOC approval. **(HELD ON 11/1/23)**

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

In accordance with Fulton County 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)*

Choose an item.

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background

As a result of the COVID-19 public health crisis, the County entered into an Emergency Authorization Agreement with A & A All County Monitoring Services, Inc., to provide electronic monitoring and GPS services for the County Court Backlog Project ("Project ORCA") in order to address and alleviate overcrowding conditions at the Fulton County Jail. This request is to increase the spending authority in order to continue to provide the service through December 31, 2023. The current purchase order in the amount of \$1,525,000.00 is now exhausted. There are currently 1,485 defendants on the

electronic monitoring program.

Scope of Work: To provide electronic (ankle) monitoring and GPS services.

Community Impact: Funding ankle monitors provides the opportunity for individuals who might not be able to afford the charges to be released.

Department Recommendation: Recommend approval.

Project Implications: Not providing funding will significantly reduce the number of individuals released on ankle monitoring.

Community Issues/Concerns: None

Department Issues/Concerns: None

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount			\$1,525,000.00
Amendment No. 1			\$1,646,735.00
Total Revised Amount			\$3,171,735.00

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

N/A

Exhibits Attached

Exhibit 1: Amendment No. 1 to Form of Agreement

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

Alton Adams, COO, Office of the County Manager

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$1,525,000.00

Previous Adjustments: \$0.00

Agenda Item No.: 23-0779

Meeting Date: 11/15/2023

This Request: \$1,646,735.00
TOTAL: \$3,171,735.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

448-118-BLAD-1163
100-999-S200-1163

Key Contract Terms	
Start Date: Effective upon BOC approval	End Date: 12/31/2023
Cost Adjustment:	Renewal/Extension Terms: No renewal options

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?
Yes

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

AMENDMENT NO. 1 TO FORM OF AGREEMENT

This Amendment 1 to the Emergency Authorization Agreement is made and entered into this 20th day of October 2023, between Fulton County, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as "County" and **A & A ALL COUNTY MONITORING SERVICES**, hereinafter referred to as "Contractor", authorized to transact business in the State of Georgia.

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with A&A All County Monitoring Services to provide ankle monitoring services for the Court Backlog Project ("Project ORCA"), dated January 1, 2023; and

WHEREAS, the County wishes to amend the existing Contract to increase the spending authority in order to continue the ankle monitoring services through December 31, 2023, for the Court Backlog Project ("Project ORCA"); 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 October 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 1st day of January 2022, between the County and A & S All County Monitoring Services who agree that all services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Emergency Authorization Agreement.

1. **SCOPE OF WORK TO BE PERFORMED:** This Amendment No. 1 the existing increase the spending authority in order to continue the ankle monitoring services through December 31, 2023, for the Court Backlog Project ("Project ORCA");
2. **COMPENSATION:** This Amendment No. 1 increases the spending authority for the continuation of the services to be performed by Contractor in an amount not to exceed \$1,646,735.00 (One Million Six Hundred Forty Six Thousand Seven Hundred Thirty Five Dollars and No Cents), which is full payment for the complete scope of work.
3. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Agreement shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the County and delivered to

Contractor.

4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF AGREEMENT:** Except as modified by this Amendment No. 1 to Form of Agreement and the Agreement, and all Agreement 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:

**A&A ALL COUNTY
MONITORING SERVICES**

Robert L. Pitts, Chairman
Fulton County Board of
Commissioners

Charles Rhea Shaw III
Owner

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: _____

Alton Adams, Chief Operating Officer
Justice, Public Safety & Technology

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING
--

ITEM#: _____ RM: _____ REGULAR MEETING
--



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0823

Meeting Date: 11/15/2023

Department

Real Estate and Asset Management

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

Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC# 99999-001-SPD0000100-0083, Office, Computer and Educational Furniture in the total amount of \$320,872.68 with Spacesaver Storage Systems, Inc., dba Patterson Pope, Inc. (Fort Atkinson, WI), to provide delivery and installation services for new Evidence Storage Locking Systems for the Fulton County District Attorney's Office. Effective upon BOC approval. This is a one-time procurement.

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

In accordance with Purchasing Code Section 102-462, requests for approval of statewide contracts of more than \$100,000.00 shall be forwarded to the Board of Commissioners for approval.

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: DREAM's Building Construction Division is managing the renovation of the District Attorney's new Evidence Storage facility located at 5500-B Fulton Industrial Boulevard in Atlanta, GA. The scope of work includes limited demolition and construction of a new office, forensic lab, wired room, access control, evidence storage vaults, and new interior finishes. The cost proposal and floor plan (exhibit 2) detail the Powered Mobile Locker System with push button locking mechanism for long term evidence storage.

Scope of Work: The statewide contract vendor will provision and install a new evidence storage locking systems for the DA's Offices at (1) the main evidence storage facility located at 5550 Fulton Industrial Boulevard, Suite B, Atlanta, GA 30336, and (2) the Lewis S. Slaton Courthouse on the 3rd Floor located at 136 Pryor Street, Atlanta, GA 30303, as well as provide factory certified user training.

Project Cost Breakdown:

	Type of Service	Description	Cost
1	Materials	Evidence lockers with push button locking mechanism and push-proof unluck mobile systems for long term evidence storage, powered and special pass-back evidence lockers	\$227,548.89
2	Misc. Materials	Roll-lock doors and pass-back mechanisms	\$9,785.59
3	Delivery & Installation	Delivery and factory trained and certified installation services	\$83,538.20
	Total Cost		\$320,872.68

Background:

Community Impact: None of which the Department is aware.

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

The statewide contractor will work in collaboration with the Department of Real Estate and Asset Management's Building Construction Division and the Fulton County District Attorney's Office. The estimated lead time to complete the required delivery/installation is 16 weeks upon receipt of notice to proceed and purchase order.

Project Implications: The approval of this statewide contract will provide the services of a specialty vendor due to the equipment specific design and functionality required for the purpose.

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

Department Issues/Concerns: If this statewide contract is not approved, the Department will not be able to purchase this equipment which is critical to the District Attorney's requirement to store and secure physical evidence and documentation.

Contract Modification: This is a 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: SWC #99999-001-SPD0000100-0083

Exhibit 2: Cost Proposal & Floor Plan Drawings

Exhibit 3: Contractor's Performance Report

Exhibit 4: Justification Use for Statewide Contract 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

No

Total Contract Value

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$320,872.68
TOTAL:	\$320,872.68

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:

500-520-5200-G023: Capital, Real Estate and Asset Management, DA Evidence Facility Center -

\$320,872.68

Key Contract Terms	
Start Date: Upon BOC Approval	End Date: Effective upon issuance of Notice to Proceed or completion of delivery/installation project as determined by Fulton County.
Cost Adjustment:	Renewal/Extension Terms: N/A

Overall Contractor Performance Rating: New vendor

Would you select/recommend this vendor again?

Yes

Report Period Start:

N/A

Report Period End:

N/A

SWC #99999-001-SPD0000100-0083

Summary of Contract # 99999-001-SPD0000100-0083

×

[Open Main Document](#)

Contract Information

Contract Name *	Office, Computer and Education
Contract Type *	Convenience Statewide Contract
Supplier Name	SPACESAVER STORAGE SYSTEMS INC
Summary	View Summary

Contract Dates


Begin Date	2/3/2015 12:00 AM EST
Expire Date	2/2/2024 11:59 PM EST

Contract Managers

Emily Harris	emily.harris@doas.ga.gov +1 470-668-2663
--------------	---

➤ Purchasing Information

▼ Attachments

Display Order	Attachment	Date Uploaded
1 	Supplier Information Sheet	2/2/2022 3:40:27 PM
2	Original Contract	7/31/2023 9:00:51 AM
3	Contract Terms & Conditions	7/31/2023 9:00:51 AM

Vendor Information Sheet

Contract Information			
Statewide Contract Number		99999-SPD0000100-0083	
PeopleSoft Vendor Number		0000097152	Location Code
Vendor Name & Address			
SPACESAVER STORAGE SYSTEMS, INC. 1450 Janesville Ave Fort Atkinson, WI 53538			
AWARDED CATEGORY: C17 MODULAR FREE STANDING, C19 MODULAR FILING AND STORAGE			
Contact Details			
Sales Contact		Stephanie Soleska Email: contracts@spacesaver.com Phone: 920-563-0771 Fax: 920-563-0595	
Ordering Information		Orders may be placed via Team Georgia Marketplace	
Remitting Information		Spacesaver Corporation PO Box 603039 Charlotte, NC 28260-3039	
Delivery Days		60 days ARO	
Discounts		See Discount Schedule	
Payment Terms		Net 30 Days	
Bid Offer includes		State and Local Government	
Acceptable payment method		Vendor will accept Purchase Orders and Purchasing Cards under this contract as permitted by current policies governing the Purchasing Card program.	

NIGP CODES

42008 --- Cafeteria Furniture, Chairs and Tables
42059 --- Lounge Furniture, Upholstered
42060 --- Lounge Furniture, Steel, Indoor
42062 --- Lounge Furniture, Indoor: Fiberglass, Plastic, etc.
42063 --- Lounge Furniture, Outdoor: Fiberglass, Plastic, Aluminum, etc.
42064 --- Lounge Furniture, Indoor, Wood
42084 --- Schoolroom Furniture, Metal: Cabinets, Chairs, Desks, etc.
42086 --- Schoolroom Furniture; Plastic, Polypropylene, Fiberglass Type: Cabinets, Chairs, Desks, etc.
42088 --- Schoolroom Furniture, Wood: Cabinets, Chairs, Desks, etc.
42094 --- Toddler and Child Size Furniture
42517 --- Data Processing Furniture, Metal and Plastic (For Storage Cabinets See Item 87)
42009 --- Cafeteria Furniture, Booths
42518 --- Data Processing Office Furniture, Wood (Not Storage Cabinets 42548 --- Furniture, Office (Custom Made)
42558 --- Plastic, Polypropylene, Fiberglass Office Furniture: Chairs, Desks, Tables, etc.
42577 --- Safety Step Stepladders (For Office Use)
42583 --- Stands, Office Equipment and Machines
42594 --- Work Stations, Modular, Systems Furniture
45035 --- Glides, Furniture 42013 --- Children's Furniture (Incl. Stackable Types) (See 41054 for Hospital Types)
42016 --- Dormitory Furniture, Metal: Wardrobes, Beds, Bunk beds, Desks, etc.
42018 --- Dormitory Furniture, Plastic: Wardrobes, Beds, Bunk beds, Desks, etc.
42020 --- Dormitory Furniture, Wood: Wardrobes, Beds, Bunk beds, Desks, etc.
42030 --- Furniture, General (Custom Made) 42044 --- Institutional Furniture, All Types
42056 --- Library Furniture: Book Trucks, Card Cabinets, Carrels, Chairs, Curb
41555 --- Furniture, Laboratory (Custom Made) 42040 --- Household Furniture, General Line
41513 --- Cabinets, Storage, Floor and Wall
41539 --- Casework, Metal 42048 --- Library Shelving, Metal
42052 --- Library Shelving, Wood 42096 --- Work Benches, Shop Desks and Tables
42503 --- Bookcases and Bookshelves, Metal and Wood 42506 --- Chairs, Metal
42507 --- Chairs, Wood
42511 --- Counter, Work 42513 --- Credenza Unit, Metal 8
41540 --- Casework, Wood 42514 --- Credenza Unit, Wood 42520 --- Desks and Tables, Metal
42521 --- Desks and Tables, Wood
42541 --- Filing Cabinets, Wood: Card, Lateral, Legal, and Letter
42549 --- Hutches for Desks, Credenzas, etc.
42553 --- Lockers, Storage (For Coats, Hats and Baggage)
42554 --- Modular Panel Systems, (With Metal Connecting Mechanism)
42556 --- Partitions, Free Standing, All Types, Stock Sizes 42587 --- Storage Cabinets, Data Processing
41585 --- Stools, Laboratory
42011 --- Casework and Cabinets, Custom, All Types
42024 --- Folding Chairs, Tables, and Chair Trucks, Metal
42028 --- Folding Chairs and Tables, Wood

Ordering Instructions

Customers not on Team Georgia Marketplace (TGM) can place orders by either of the following methods:

1. Follow this link to obtain registration information if this is your first time on the website:
<http://www.spacesaver.com/contracts/contracts-state-of-georgia/>
2. Phone orders may be placed by dialing: The Suppliers phone number
3. Purchase Orders may be faxed to: The Supplier(s) fax number

Customers transitioned onto Team Georgia Marketplace (TGM) should follow the instructions outlined in the TGM training materials.

Category + Subcategory
C1 - Case Goods - Ready to Assemble + Laminate
C2 - Case Goods - Ready to Assemble + Steel
C3 - Case Goods - Ready to Assemble + Wood
C4 - Case Goods - Ready to Use + Laminate
C5 - Case Goods - Ready to Use + Steel
C6 - Case Goods - Ready to Use + Wood
C7 - Modular + Bolt Down Furniture (i.e. Classroom Tables)
C8 – Modular + Book Store Fixtures
C9 - Modular + Cafeteria Tables
C10 - Modular + Carrels/Library
C11 - Modular + Classroom furniture
C12 - Modular + Outdoor Furniture - No Response received for this Category
C13 - Modular + Computer/LAN Storage
C14 - Modular + Conference Room Furniture
C15 - Modular + Demountable Movable Walls
C16 - Modular + Dormitory Residential Hall/Group Home
C17 - Modular + Free Standing
C18 - Modular + Panel Supported & Related Accessories
C19 - Modular + Filing Storage (To be mounted on Tracks for High Density Systems
C20 - Modular + Shelving System
C21 - Modular + Task Lighting/Ambient Lighting
C22 - Modular + Technical Furniture (work benches, Mobile Carts, Book Trucks)
C23 – Modular + Visual Presentation System
C24 – Modular Accessories
C25 – Seating + General (Chairs-Armless, Conference, Ergonomic, Executive, Folding, Guest, High Back, Mid Back, Low Back, Lounge, Side, Stackable, & Tasks, Benches, Stools)
C26 – Value Added Case Goods – Ready to Use
C27 – Valued Added Modular + Filing
C28 – Valued Added Seating + Chairs Armless, Ergonomic, Executive, Guest, High Back, Mid Back, Low Back, Stackable)

CONTRACT RENEWAL #1

Effective: 2/3/17 to 2/2/18

Contract Renewal #2:

2/3/18-2/2/19

Contract Renewal #3:

2/3/19-2/2/2020

Contract Extension #1:

2/3/2020-2/2/2021

Contract Extension 2:

2/3/2021 - 2/2/2022

Contract Extension 3:

2/3/2022 - 2/2/2023



Proposal

Quote #: Q-59075-1
Drawing Ver: 328833 1H Eclipse
Touchpads GA State
Contract
Date: 9/13/2023
Expires On: 9/19/2023

Per state of GA contract remit to:
Spacesaver Storage Systems, Inc.
PO Box 603039
Charlotte, NC 28260-3039



Install To
Fulton County DA
5550 Fulton Industrial Blvd., Suite B
and 136 Pryor St
Atlanta, GA 30336 & 30303

Bill To
Fulton County
136 Pryor Street, S.W. 3rd Floor
Atlanta, 30303

SALESPERSON	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Steve Goldsmith	sgoldsmith@pattersonpope.com		Deposit/Progress Payments

STATE OF GEORGIA CONTRACT NO: 99999-SPD-0000100-083
PEOPLE SOFT VENDOR NO: 0000097152
ORDER FROM: SPACESAVER STORAGE SYSTEMS, INC.
1450 JANESVILLE AVE
FORT ATKINSON, WI 53538
PLEASE ALSO EMAIL COPY OF ORDER TO: SGOLDSMITH@PATTERSONPOPE.COM FOR PROCESSING

Group Name	Description	Net Total
Spacesaver Material (On Contract)	Per attached drawings 328833 REV 1H <i>Located in Main Evidence Storage Facility</i> Evidence Lockers with push button locking mechanism and pick-proof unlock Mobile System for long term evidence storage - Powered GA State Contract <i>In Courthouse</i> Special Pass-Back Evidence lockers	\$227,548.89
Material Off Contract	Available to be purchased as buy-out commercial item on this state contract PO Roll-lock doors and pass-back mechanisms	\$9,785.59
Install & Delivery (Off Contract)	Shipping included on contract items this is freight on non-contract items, receipt and inspection, short term storage*, local/inside delivery and Factory Trained and certified installation services. Please Note: Regular business hours, normal building conditions. The customer will be responsible for storage fees of \$2300, per month (estimated), incurred 30 days after the ship date that are related to a delay in an installation date due to the customer's request or a site related project delay.	\$83,538.20

Sub Total:	\$320,872.68
Estimated Total Tax:	
Grand Total:	\$320,872.68

Important Proposal Notes

Terms Per Contract.

Any quoted installation labor price is based on information provided at time of request.

Inaccurate information or changes made after quote date may result in additional labor and equipment charges.



Proposal

Per state of GA contract remit to:
Spacesaver Storage Systems, Inc.
PO Box 603039
Charlotte, NC 28260-3039

Quote #:
Drawing Ver:

Q-59075-1
328833 1H Eclipse
Touchpads GA State
Contract
9/13/2023
9/19/2023

Date:
Expires On:



Drawings: Final drawings must be approved by end user prior to job start up. Installation is to be done according to plans and specifications of approved drawings.

Quote: Is based on normal working hours: 8a.m. to 5p.m. (unless noted)

Changes to scope of project at time of install: All changes to plans or fabrication of material must be approved by salesperson or the installation supervisor. (Installers are not authorized to make changes or perform work outside of the approved scope)

Electrical Work: Any unforeseen electric work claimed back by the electricians shall be an additional work charge to client and is not the responsibility of Patterson Pope.

Floor covering: shall be the responsibility of the end user unless otherwise specified.

Work Site: Area free and clear of all obstacles prior to start of installation. Electricity available. Ample staging space required.

Miscellaneous: Additional costs may be incurred for downtime due to circumstances beyond our control.

INFO REGARDING STORAGE FEES: The customer acknowledges that they will be responsible for Storage Fees of \$50 per pallet, per month, incurred 30 days after the ship date that are related to a delay in an installation date due to a customer's request or a site related project delay

Must have a working elevator at time of unload or additional charges may incur for material handling of equipment up or down stairs.

Please indicate color choices on your PO.

Signature: _____

Effective Date: ____/____/____

Name (Print): _____

Title: _____

Please sign and email to Steve Goldsmith at sgoldsmith@pattersonpope.com.

THANK YOU FOR YOUR BUSINESS!



INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM *JD*

DATE: October 16, 2023

SUBJECT: Contractor's Performance Report – Spacesaver Storage Systems, Inc.

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

PROJECT: Evidence Storage Locking System for the DA's Office

PROJECT NO.: SWC #99999-001-SPD0000100-0083

CONTRACTOR: Spacesaver Storage Systems, Inc.
1450 Janesville Ave
Fort Atkinson, WI 53585

POC: Stephanie Soleska

PHONE: (920) 563-0771

EMAIL: contracts@spacesaver.com

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

JD/TD/SB/KJ/hj

C: Tim Dimond, DREAM Deputy Director
Sam Bakare, DREAM Building Services Manager, DREAM
Keith Johnson, Senior Project Manager, DREAM
Dulce Guzman, Senior Project Manager
Harry Jordan, Contract Administrator, DREAM

COOPERATIVE PURCHASING/STATEWIDE/GSA

USE JUSTIFICATION FORM

Department Name: Department of Real Estate and Asset Management

Contract # and Title: SWC #99999-001-SPD-0000100-0083, Office Computer & Educational for to Purchase, Delivery and Installation of Evidence Storage Locking System for the Fulton County District Attorney's Office

Date: 11/15/2023

In order to utilize the use of cooperative purchasing, statewide or a GSA contract the User Department is responsible for providing the following justification information:

1. Provide justification for the use of the cooperative purchasing/statewide/GSA contract your department would like to utilize:

This contract provides competitive discounted pricing on the purchase of Office, Computer and Educational Furniture products an affordable cost due to volume pricing. The list includes:

Contract with Spacesaver Storage Systems, Inc. is providing furnishing including delivery and installation services.

To competitively bid this contract independently, the County would not be able to receive the cost savings that it realizes in using the statewide contract.

The benefits of using the statewide contract are:

- No minimum order size
- Free delivery within the State of Georgia
- Discounts up to 70% off list price
- Available ordering methods include the state's electronic ordering portal (Team Georgia Marketplace), Phone, Fax and Web
- Access to over 500,000 Office, Computer and Educational Furniture items
- Full credit for returns on all "non-customized" items ordered within 30 days of purchase
- Manufacturers accepts the P-Card for purchases
- Three (3) delivery options offered
 - Dock Delivery
 - Inside Delivery
 - Delivery and Installed

▪ Seven (7) Categories of items to choose from

- Case Goods Ready to Assemble
- Case Goods Ready to Use
- Modular
- Seating
- Case Goods Value Added
- Modular Value Added
- Seating Value Added

2. Attach a copy of the cooperative purchasing/statewide/GSA contract document or the contract information.

Attached

3. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value. Costs must be analyzed to ensure that the use is best value for the County. (check all appropriate)

X ☐ leveraging benefits of volume purchasing

X ☐ volume discounts

X ☐ service delivery requirement advantages

X ☐ reduction of cycle times

X ☐ enhanced service specification

Additional information:

Prior to making the decision to utilize a cooperative purchasing, statewide or GSA contract, the Purchasing Director is responsible for conducting the following due diligence:

The Purchasing Representative must complete the following information:

1. Reviewed the justification for use from the User Department and determined the use of the cooperative purchasing/statewide/GSA contract is justified.

X Yes ☐ No

2. Obtained a copy of the cooperative purchasing/ statewide contract and other related documents (i.e., solicitation document, award letter, etc.) and determined that the contract is current (not expired). ☒ Yes ☐ No
3. Reviewed the cost analysis provided by the User Department and determined the following:
 - ☒ leveraging benefits of volume purchasing
 - ☒ volume discounts
 - ☒ service delivery requirement advantages
 - ☒ reduction of cycle times
 - ☒ enhanced service specification
4. Are the need(s) of the User Department met/achieved with the cooperative purchasing/statewide/GSA contract? ☒ Yes ☐ No
5. Is the entity is authorized to conduct/transact business in the State of Georgia?
☐ Yes ☐ No
6. If applicable, is the entity in compliance with the Georgia Security and Immigration Act (E-Verify)? ☐ Yes ☐ No
7. When applicable, if the contract is for services or professional services is the entity capable of providing Certificate of Insurance? ☐ Yes ☐ No



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0824

Meeting Date: 11/15/2023

Department

Real Estate and Asset Management

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

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 23ITB073123C-MH, Elevator and Escalator Maintenance Services in an amount not to exceed \$400,000.00, with Mowrey Elevator Company of Florida, Inc. (Marianna, FL), to provide on-site preventive and corrective maintenance services for all passenger and freight elevators in Fulton County facilities. Effective dates: January 1, 2024, through December 31, 2024, with two renewal options.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: There are 75 elevators located in Fulton County facilities that require both preventive and corrective maintenance to ensure the safe vertical transportation of County staff and citizens as well as adhere to all operating requirements as set forth and enforced by Georgia's Office of Insurance and Safety Fire Commissioner.

Scope of Work: This is a time and material contract that provides all materials, labor, tools, equipment, and appurtenances necessary to provide full maintenance coverage including, cleaning,

painting, lubrication, adjustments, parts replacement, repairs and testing of all elevator equipment including, but not limited to, machines, gears, bearings, drive sheaves, sheave bearings, brake pulleys, brakes, brake coils, linings, motors, motor generator, hydraulic power units, hydraulic pumps, valves silencers, mufflers, controllers, selectors, relays, contacts, solid state devices, transformers, resistors and all related control hardware.

The services provided under this contract also includes, but is not limited to, the following preventive maintenance task to be perform as indicted in the scope of work:

Speed governors, governor sheaves, car safeties, counterweight safeties, hydraulic plunger, bolster plate, jack packing, deflector and secondary sheaves, bearings, car and counterweight buffers, car and counterweight guide rails, limit switches, guide shoes (slide and roller), door operators, car and hoist way door hangers, contacts, interlocks, auxiliary door closing devices, safety edges, photo eyes, car emergency light systems including batteries, car fans, car frames, platforms and all other elevator related devices.

Certain corrective tasks and emergency calls are billable to the County under the terms and conditions of the contract. Accordingly, the total authority request includes an additional \$58,675.00 over the bid amount to cover the costs for such services.

Community Impact: The impact on the community to ensure safe and efficient elevator access to all floors for County's employees and citizens, to include persons with disabilities according to ADA regulations.

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

Basis of Award:

The recommendation for the award was based on the bidders' prices for maintenance of elevators and other vertical transportation equipment listed (line-item numbers #1 through #75) and computed by multiplying the sum of all rows in column #5 (Monthly Rate) by x 12 for the Annual Maintenance Cost, to determine the overall lowest responsible and responsive bidder to provide elevator and escalator maintenance services for Fulton County.

Project Implications: This service keeps the County in compliance with GA Department of Labor regulations regarding passenger and freight elevator operation according to Rules and Regulations of the Safety Fire Commissioner §§ 120-3-25 and 120-3-26.

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

Department Issues/Concerns: If this contract is not approved, the Department cannot provide preventive elevator maintenance services in Fulton County facilities and will result in Fulton County being restricted from elevator operation due to regulatory non-compliance

Contract Modification: This is a new procurement

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

Contract Value: \$400,000.00
Prime Vendor: Mowrey Elevator Company of Florida, Inc.
Prime Status: Non-Minority
Location: Marianna, FL
County: Jackson County
Prime Value: \$400,000.00 or 100.00%

Total Contract Value: \$400,000.00 or 100.00%
Total Certified Value: \$0.00 or 0.00%

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

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

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$400,000.00
TOTAL: \$400,000.00

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:**

100-520-5221-1116: General, Real Estate and Asset Management, Building Maintenance-\$400,000.00 "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: Two one-year renewal options

Overall Contractor Performance Rating: 76

Would you select/recommend this vendor again?

Yes

Report Period Start:
7/1/2023

Report Period End:
9/30/2023

BID TABULATION SHEET

BID # 23ITB073123C-MH

BID DESCRIPTION: Elevator and Escalator Maintenance Services

DEPARTMENT: Real Estate and Asset Management

				VENDOR CODE	VENDOR CODE
				VENDOR NAME	VENDOR NAME
				MOWERY ELEVATORS	PREMIER ELEVATOR
				ADDRESS	ADDRESS
				4518 Lafayette Street Marianna, FL 32446	230 Andrew Drive Stockbridge, GA 30281
				TELEPHONE	TELEPHONE
				(904) 622-7617	770-389-4951
				CONTACT:	CONTACT:
				Jim Roth	Caroline Pate
				Contract Year 2024 Monthly Rate	Contract Year 2024 Monthly Rate
No	Location	Elevator ID	Type of Elevator		
1	Government Center – Tower	1	Passenger- GLS	\$605.00	\$800.00
2	Government Center – Tower	2	Passenger- GLS	\$605.00	\$800.00
3	Government Center – Tower	3	Passenger- GLS	\$605.00	\$800.00
4	Government Center – Tower	4	Passenger- GLS	\$605.00	\$800.00
5	Government Center – Tower	5	Passenger- GLS	\$605.00	\$800.00
6	Government Center – Tower	6	Passenger- GLS	\$605.00	\$800.00
7	Government Center – Tower	7	Freight - WGT	\$605.00	\$800.00
8	Government Center – Midrise	8	Passenger - HYD	\$289.00	\$400.00
9	Government Center – Assembly	9	Passenger - HYD	\$289.00	\$400.00
10	Government Center – Public Safety	10	Passenger - HYD	\$289.00	\$400.00
11	Government Center – Public Safety	11	Passenger - HYD	\$289.00	\$400.00
12	Justice Tower	1	Passenger - GLS	\$605.00	\$800.00
13	Justice Tower	2	Passenger - GLS	\$605.00	\$800.00
14	Justice Tower	3	Passenger - GLS	\$605.00	\$800.00
15	Justice Tower	4	Passenger - GLS	\$605.00	\$800.00
16	Justice Tower	5	Passenger - GLS	\$605.00	\$800.00
17	Justice Tower	6	Passenger - GLS	\$605.00	\$800.00
18	Justice Tower	7	Freight - WGT	\$326.00	\$800.00
19	Justice Tower	8	Passenger - WGT	\$326.00	\$800.00
20	Justice Tower	9	Passenger - WGT	\$326.00	\$800.00
21	Justice Tower	10	Passenger - WGT	\$326.00	\$800.00
22	Justice Tower	11	Passenger - WGT	\$326.00	\$800.00
23	Justice Tower	12	Passenger - WGT	\$326.00	\$800.00
24	Justice Tower	Escalator Up	WGT	\$840.00	\$840.00
25	Justice Tower	Escalator Down	WGT	\$840.00	\$840.00
26	Justice Tower	1A	Lift - GEAR	\$428.00	\$800.00
27	Justice Tower	1B	Lift - GEAR	\$428.00	\$800.00
28	Justice Tower	2C	Lift - GEAR	\$428.00	\$800.00
29	Lewis Slaton Courthouse	13	Passenger – GLS	\$532.00	\$800.00
30	Lewis Slaton Courthouse	14	Passenger - GLS	\$532.00	\$800.00
31	Lewis Slaton Courthouse	15	Passenger - GLS	\$532.00	\$800.00
32	Lewis Slaton Courthouse	16	Passenger - WGT	\$532.00	\$800.00
33	Lewis Slaton Courthouse	19	Passenger - WGT	\$532.00	\$800.00
34	Charles Carnes Building	17	Passenger - WGT	\$347.00	\$800.00
35	Charles Carnes Building	18	Passenger - WGT	\$364.35	\$800.00
36	Central Library	1	Passenger - WGT	\$413.70	\$800.00
37	Central Library	2	Passenger - WGT	\$413.70	\$800.00
38	Central Library	3	Passenger - WGT	\$413.70	\$800.00
39	Central Library	4	Freight - HYD	\$413.70	\$800.00
40	Auburn Library	1	Passenger - WGT	\$413.70	\$800.00

NON RESPONSIVE VENDORS AND OTHER

				VENDOR CODE	VENDOR CODE
				VENDOR NAME	VENDOR NAME
				MOWERY ELEVATORS	PREMIER ELEVATOR
				ADDRESS	ADDRESS
				4518 Lafayette Street Marianna, FL 32446	230 Andrew Drive Stockbridge, GA 30281
				TELEPHONE (904) 622-7617	TELEPHONE 770-389-4951
				CONTACT: Jim Roth	CONTACT: Caroline Pate
41	Auburn Library	2	Passenger - WGT	\$413.70	\$800.00
42	Auburn Library	3	Freight - HYD	\$473.55	\$800.00
43	Health and Human Services Building	1	Passenger - HYD	\$238.35	\$400.00
44	Health and Human Services Building	2	Passenger - HYD	\$238.35	\$400.00
45	Medical Examiners Facility	1	Passenger - HYD	\$238.35	\$400.00
46	Juvenile Justice Center	1	Passenger - HYD	\$280.35	\$400.00
47	Juvenile Justice Center	2	Passenger - HYD	\$280.35	\$400.00
48	Juvenile Justice Center	3	Passenger - HYD	\$280.35	\$400.00
49	Juvenile Justice Center	4	Passenger - HYD	\$280.35	\$400.00
50	Juvenile Justice Center	5	Passenger - HYD	\$280.35	\$400.00
51	Juvenile Justice Center	6	Passenger - HYD	\$280.35	\$400.00
52	Juvenile Justice Center	7	Passenger - HYD	\$280.35	\$400.00
53	Mechanicsville Library	1	Passenger - HYD	\$280.35	\$400.00
54	Center for Health and Rehabilitation	1	Passenger - HYD	\$280.35	\$400.00
55	Center for Health and Rehabilitation	2	Passenger - HYD	\$280.35	\$400.00
56	MLK Junior Library	1	LIFT	\$238.35	\$400.00
57	North Fulton Service Center	1	Passenger - HYD	\$238.35	\$400.00
58	Roswell Neighborhood Senior Center	1	Passenger - HYD	\$238.35	\$400.00
59	Central Maintenance Facility	1	Freight - HYD	\$298.20	\$400.00
60	Hammond House	1	LIFT	\$238.35	\$400.00
61	HJC Bowden Senior MP Center	1	Passenger - HYD	\$298.20	\$400.00
62	Tome Lowe Shooting Center	1	LIFT	\$238.35	\$400.00
63	Tome Lowe Shooting Center	2	LIFT	\$238.25	\$400.00
64	South Fulton Service Center	1	Passenger - HYD	\$238.35	\$400.00
65	College Park Regional Health Center	1	Passenger - HYD	\$238.35	\$400.00
66	Alpharetta Library	1	Passenger - HYD	\$238.35	\$400.00
67	South Fulton Library	1	Passenger - HYD	\$238.35	\$400.00
68	Adamsville Regional Health Center	1	Passenger - HYD	\$238.35	\$400.00
69	Adamsville Regional Health Center	2	Passenger - HYD	\$238.35	\$400.00
70	4700 Northpoint Parkway	1	Passenger - HYD	\$298.20	\$400.00
71	4700 Northpoint Parkway	2	Passenger - HYD	\$298.20	\$400.00
72	Oak Hill Child, Adolescent & Family Center - Office	1	Passenger - HYD	\$238.35	\$400.00
73	Oak Hill Child, Adolescent & Family Center - Clinic	2	Passenger - HYD	\$238.35	\$400.00
74	Oak Hill Child, Adolescent & Family Center - Gym	3	Passenger - HYD	\$238.35	\$400.00
75	North Fulton Water Services	1	Passenger - HYD	\$298.20	Not on Bid site
Total Monthly rate for all locations- Lines Item #1 thru #75 (Total of all rows in Column 5)				\$28,444.00	\$44,480.00
Table - 2. Annual Maintenance Rates and Hourly Labor Rates- 2024					
			Contract Year 2024	Contract Year 2024	
1	Annual Maintenance cost		\$341,325.00	\$533,760.00	
2	Per-Hour Rates for Mechanic, normal hours		\$240.00	\$225.00	
3	Per-Hour Rates for Helper, normal hours		\$180.00	\$180.00	
4	Per-Hour Rates for Mechanic, after normal hours and holidays		\$360.00	\$382.50	
5	Per-Hour Rates for Helper, after normal hours and holidays		\$270.00	\$308.40	

IR INFORMATION

	VENDOR CODE	VENDOR CODE	
	VENDOR NAME	VENDOR NAME	
	MOWERY ELEVATORS	PREMIER ELEVATOR	
	ADDRESS	ADDRESS	
	4518 Lafayette Street Marianna, FL 32446	230 Andrew Drive Stockbridge, GA 30281	
	TELEPHONE	TELEPHONE	
	(904) 622-7617	770-389-4951	
GRAND TOTAL:	CONTACT:	CONTACT:	
	Jim Roth	Caroline Pate	
BIDS AMOUNT	\$341,325.00	\$533,760.00	
	\$28,443.75 (monthly) - the lowest responsive and responsible		
BIDS MAILED			
BIDS RECEIVED:			
2			

Performance Evaluation Details

ID	E2
Project	Elevator & Escalator Maintenance
Project Number	17RFP105999K-JAJ-R5
Supplier	MOWREY ELEVATOR COMPANY OF FLORIDA, INC
Supplier Project Contact	SHANNON YOUNG (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	07/01/2023 to 09/30/2023
Effective Date	10/08/2023
Evaluation Type	Formal
Interview Date	09/22/2023
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	10/08/2023 02:43 PM EDT
Completion Date	10/08/2023 02:43 PM EDT
Evaluation Score	76

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

14/20

Rating

Satisfactory: Overall compliance requires minor User Department resources to ensure achievement of contract requirements.

Comments

Vendor's technicians are knowledgeable and provides service in line with requirements in contract and technical specifications. A meeting was held on 9/22/23 to develop a Performance Improvement Plan for the vendor to improve their reporting quality. Vendor has agreed to this plan.

TIMELINESS OF PERFORMANCE

17/20

Rating

Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments

Vendor provides services when called for. Their technicians were stationed most of the time in the Courthouse, and this helped their response time to be in compliance with requirements. Vendor is also responsive to requests for information and inquiries about completed maintenance tasks.

BUSINESS RELATIONS

17/20

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

Vendor's Atlanta Regional Office has established very good relationship with the Contracts Administrator and keeps good communication. Response to inquiries and submission of estimates are satisfactory.

CUSTOMER SATISFACTION

14/20

Rating

Satisfactory: Contractor representative is reasonably responsive to User Department request for information and professional.

Comments

Customers are not satisfied with overall operation of elevators. Almost all elevators modernized by the vendor fails frequently. This was addressed in the meeting with the vendor on 9/22/23. Vendor was asked to rectify all residual problems from the modernization project. Vendor's representative agreed to address this matter with their project team.

COST CONTROL

14/20

Rating

Satisfactory: Minimal contract pricing issues, cost discrepancies identified by User Department that require explanation, cost/price issues resolved in timely manner.

Comments

Vendor's pricing of repair jobs needed improvement. Vendor has agreed to review the pricing of major repair jobs. Jobs exceeding \$ 5000 in cost will be estimated on the not-to-exceed basis. This will not use \$ 200 per hour labor cost as quoted in the bid. Vendor sticks to contract pricing as far as monthly PM services are concerned.

GENERAL COMMENTS

Comments

Vendor is responsive, flexible and reliable in maintenance related tasks.



INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM *JD*

DATE: October 19, 2023

SUBJECT: Recommendation Award – ITB #23ITB073123C-MH,
Elevator and Escalator Maintenance Services-FY2024

Recommendation: We are recommending approval of the lowest bidder for, ITB #23ITB073123C-MH, Elevator and Escalator Maintenance Services in the amount of \$400,000.00 with Mowrey Elevator Company of Florida, Inc. (Marianna, FL), to provide full on-site preventive maintenance services services for approximately 75 various types of passenger and freight elevators an “as needed” basis for Fulton County facilities. Effective dates: January 1, 2024 through December 31, 2024, with two renewal options.

DISCUSSION: The recommendation for the award was based on the bidders’ prices for maintenance of elevators and other vertical transportation equipment listed (line-item numbers #1 through #75) and computed by multiplying the sum of all rows in column #5 (Monthly Rate) by x 12 for the Annual Maintenance Cost, to determine the overall lowest responsible and responsive bidder to provide elevator and escalator maintenance services for Fulton County.

The Department received and evaluated two (2) bids to the solicitation. Mowrey Elevator Company submitted the overall lowest responsible and responsive base bid amount of \$341,325.00 and Premier Elevator submitted the next lowest based amount of \$533,760.00; and therefore we recommend Mowrey Elevator Company of Florida, Inc. to provide on-site full preventive maintenance services for approximately 75 various types of passenger and freight elevators on an “as needed” basis for Fulton County facilities for fiscal year 2024.

Recommended Bidder	Base Bid Amount	Award Authority
Mowrey Elevator Company of Florida, Inc.	\$341,325.00	\$400,000.00

Mowrey Elevator Company have a current contract with Fulton County and have performed very good and highly competent as an Elevator Maintenance Contractor for Fulton County as stated in their performance report.

This is a time and material contract, and the requested spending authority in the amount of \$400,000.00 will cover for full preventive elevator maintenance repairs, inspections, replacement parts/ components; and labor rates for fiscal year 2024.

Authorized Signature: *Joseph Davis*
Joseph N. Davis Date: 10/19/2023
(By Director/Deputy Director)

If you require additional information, contact Joanna Hernandez at (404) 612-6127.

Cc. Tim Dimond, Deputy Director, DREAM
John Adams, Administrator, DREAM
Vijay Nair, Building Maintenance Manager, DREAM
Mark Hawks, CAPA, Team C, Purchasing & Contract Compliance
Harry Jordan, Contract Administrator, DREAM
Khandi Flowers, Contract Administrator, Purchasing & Compliance/DREAM
Joanna Hernandez, Contracting Officer, Purchasing & Compliance/DREAM



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0825

Meeting Date: 11/15/2023

Department

Public Works

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

Request approval of a recommended proposal - Public Works, 23RFP052223K-JA, Design-Build Services for Camp Creek Water Reclamation Facility in the amount of \$9,725,000.00 with Reeves Young/GMC, JV to provide design-build services for the Camp Creek WRF North Plant. Effective upon issuance of the Notice to Proceed for seven hundred (700) consecutive/calendar days.

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

In accordance with the State of Georgia O.C.G.A. § 36-91 Georgia Local Government Public Works Construction Law, all competitive sealed proposals (RFPs) for public works construction projects (CM at Risk, Construction PM, D/B Projects) costing \$100,000.00 or more shall be forwarded to the Board of Commissioners for approval.

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

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 Camp Creek Water Reclamation Facility is responsible for the safe treatment of sanitary wastewater flows in South Fulton County. The current facility is permitted to treat up to 24MGD (million gallons per day) of sanitary wastewater.

Scope of Work: This is an immediate needs project focusing on the primary and secondary clarifiers of the Camp Creek WRF North Plant and its associated jet blower system. The North Plant of Camp Creek has three (3) primary and three (3) secondary clarifiers that have reached the end of their

useful design lives. This project will replace the mechanical components of those facilities and repair any concrete deficiencies that are noted in the drained tankage. Camp Creek is a biological plant that depends on the performance of microorganisms within these process steps to properly treat wastewater. The project's rehabilitation and replacement efforts will extend the useful life of the plant's treatment process.

Community Impact: The Camp Creek WRF is the only treatment facility located in South Fulton County. It serves the majority of the publicly sewered areas of each city within South Fulton, including a portion of Atlanta. Proper operation of the facility is necessary to preserve the health and safety of the public/environment it serves. This facility is also vital in supporting the continued economic activity and development of the South Fulton area.

A single bid analysis was conducted, and the Department of Purchasing & Contract Compliance has determined it is in the County's best interest to proceed with awarding this procurement.

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

Project Implications: Operation of the plant while maintaining permitting compliance is more difficult with the failing state of the clarifiers and blower system. Approval of this action will promote the safe operation of the treatment plant until a future upgrade can be completed.

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

Department Issues/Concerns: The Department of Public Works has no issues/concerns with this request. Reeves Young/GMC, JV has completed other projects for Fulton County in the past and have performed well.

Contract Modification: This is a new procurement

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

Contract Value: \$9,725,000.00

Prime Vendor: Reeves Young/Goodwyn, Mills & Cawood (JV Partners 85/15 - Non-MBE JV - \$3,876,871.25 or 85.00% & \$684,153.75 or 15.00%)

Prime Status: Non-Minority

Location: Atlanta, GA

County: Fulton County

Prime Value: \$4,561,025.00 or 46.90%

Subcontractor: Womack Electric Co.

Subcontractor Status: Non-Minority

Location: Dahlonega, GA

County: Lumpkin County

Contract Value: \$972,500.00 or 10.00%

Subcontractor: Llamas
Subcontractor Status: Hispanic Male Business Enterprise
Location: Atlanta, GA
County: Fulton County
Contract Value: \$1,653,250.00 or 17.00%

Subcontractor: 2MNext
Subcontractor Status: Asian American Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Contract Value: \$1,945,000.00 or 20.00%

Subcontractor: Echo Tech
Subcontractor Status: Non-Minority
Location: Canton, GA
County: Cherokee County
Contract Value: \$165,325.00 or 1.70%

Subcontractor: Heyward-Atlanta
Subcontractor Status: Non-Minority
Location: Tucker, GA
County: DeKalb County
Contract Value: \$291,750.00 or 3.00%

Subcontractor: Xylem-Flygt
Subcontractor Status: Non-Minority
Location: Suwanee, GA
County: Gwinnett County
Contract Value: \$48,625.00 or 0.50%

Subcontractor: TDH
Subcontractor Status: Non-Minority
Location: Marietta, GA
County: Cobb County
Contract Value: \$77,800.00 or 0.80%

Subcontractor: TEC
Subcontractor Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Contract Value: \$9,725.00 or 0.10%

Total Contract Value: \$9,725,000.00 or 100.00%
Total Certified Value: \$3,598,250.00 or 37.00%

Exhibits Attached

Exhibit 1: Recommendation Letter
Exhibit 2: Contract Performance Report
Exhibit 3: Single Bid Analysis Form

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$9,725,000.00
TOTAL:	\$9,725,000.00

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:

203-540-5400-I052: Water & Sewer R&E, Public Works, Camp Creek 35 MGD

Key Contract Terms	
Start Date: Upon NTP letter	End Date: 700 calendar days

Agenda Item No.: 23-0825

Meeting Date: 11/15/2023

Cost Adjustment:	Renewal/Extension Terms: No renewals
-------------------------	--

Overall Contractor Performance Rating: 91

Would you select/recommend this vendor again?

Yes

Report Period Start:
11/9/2022

Report Period End:
2/8/2023



INTEROFFICE MEMORANDUM

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

FROM: Evaluation Committee Recommendation Letter

DATE: October 26, 2023

PROJECT: 23RFP05223K-JA, Design/Build Services Camp Creek WRF 2023 Immediate Needs

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

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

1. Reeves Young GMC, JV

After review, evaluation and consideration, including Oral Interviews and Negotiations with the firm, of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by the firm; **Reeves Young GMC, JV** with a total score of **87.49** is the recommended contractor for award of project 23RFP05223K-JA, Design/Build Services Camp Creek WRF 2023 Immediate Needs.

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

SELECTION COMMITTEE MEMBERS:

DocuSigned by:

Terry Peters

FE1D9F3C081E425...

Terry Peters, Deputy Director

Department of Public Works

DocuSigned by:

Brandon Ward

79B71C75459149A...

Brandon Ward, Engineer II

Department of Public Works

DocuSigned by:

Op Shukla

54B2295D061D44D...

Op Shukla, Operations Administrator

Department of Public Works

Evaluation Committee Scorecard Design Build Services Camp Creek WRF 2023 Immediate Needs 23RFP052223K-JA		Reeves Young, GMC JV
Evaluation Criteria	Weight	Score
Design and Construction Plan	20.00%	20.00%
Qualifications of Key Personnel	20.00%	18.33%
Relevant Project Experience/Past Performance	20.00%	18.33%
Availability of Key Personnel	13.00%	10.83%
Service Disabled Veterans Preference	2.00%	0.00%
Cost Proposal	20.00%	20.00%
Total Score	100.00%	87.49%

Performance Evaluation Details

ID	E1
Project	Progressive D/B Services for Atlanta Newnan Rd Pump Station & Force Main
Project Number	21RFP130845K-BKJ
Supplier	Reeves Young, LLC
Supplier Project Contact	Beth Mann (preferred language: English)
Performance Program	Construction Services
Evaluation Period	11/09/2022 to 02/08/2023
Effective Date	04/25/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	02/08/2023
Status	Completed
Publication Date	04/25/2023 01:16 PM EDT
Completion Date	04/25/2023 01:16 PM EDT
Evaluation Score	91

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - CONSTRUCTION SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

SCHEDULE

17/20

Rating

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

Comments

Reeves Young is dealing with a high profile project and have managed to keep it on schedule regardless of weather and other challenges.

BUDGET MANAGEMENT

17/20

Rating

Excellent: Design within budget and exceeds in some areas. Changes in project scope are identified and are submitted with rational and fair costing.

Comments

No surprises or changes due to the JV.

OVERALL CONSTRUCTION PROJECT MANAGEMENT

20/20

Rating

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

Comments

Utilization of Procore and other measures have made management of the project easier.

COST CONTROL

17/20

Rating

Excellent: Claims process managed well and at times are expedited. At times actively sent documents to the User Department concerning potential cost overruns.

Comments

No comment.

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

Thus far Reeves Young has performed well and met the expectations of the County according to the design documents issued.

GENERAL COMMENTS

Comments

Not Specified

Single Bid/Quote Analysis Form

Date: October 26, 2023

Requesting Department: Department of Public Works

Solicitation Number: 23RFP052223K-JA

Title: Design-Build Services for Camp Creek WRF 2023 Immediate Needs

Bid / Proposal Due Date: August 22, 2023

Brief Description: Fulton County, Georgia ("County") is seeking qualified firms to provide Design-Build Services ("D/B Services") for the design and construction of the Camp Creek WRF 2023 Immediate Needs.

VENDORS THAT ATTENDED THE PRE-PROPOSAL CONFERENCE ON July 12, 2023: 11

(0) Lack competency (0) Poor timing (3) Lack resources (6) No Response (2) Other

BidNetDirect.Com	This Solicitation was posted BidNetDirect.Com on June 27, 2023. Over 66 vendors downloaded the solicitation.
Georgia Procurement Registry	This Solicitation was posted on Georgia Procurement Registry on August 2, 2023
Daily Report Advertising	This Solicitation was advertised in the Daily Report.
Comments	I emailed 8 of the 76 vendors that downloaded this Solicitation from BidNet to do the survey.
1.Vendor:	Bros Roman Braun, LLC
Contact Person:	Steven Braun
Phone Number/Email:	steven@brosromanbraun.com
Reason for not responding:	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> No Response
Comments	No Response
2.Vendor:	Batson-Cook Construction
Contact Person:	Nicholos Longone
Phone Number/Email:	nlongone@batson-cook.com
Reason for not responding:	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> No Response

Comments	No Response
3.Vendor:	Hammond Engineers
Contact Person:	Melynda Cordes
Phone Number/Email:	melyndac@hammondengineers.com
Reason for not responding:	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> No Response
Comments	
4.Vendor:	H.J. Russell
Contact Person:	Bryant Sharpe
Phone Number/Email:	bsharpe@hjrussell.com
Reason for not responding:	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> No Response
Comments	No Response
5. Vendor:	Ajax Building Company, LLC
Contact Person:	W.T. Byre
Phone Number/Email:	williamt.byrne@ajaxbuilding.com
Reason for not responding:	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input type="checkbox"/> No Response
Comments	Not interested in pursuing at this time.
6. Vendor:	ASD SKY
Contact Person:	Kara Thomas
Phone Number/Email:	kthomas@asdnet.com
Reason for not responding:	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input type="checkbox"/> No Response
Comments	Downloaded the documents to determine the full scope. In doing so it was not the right fit for our team.

7. Vendor:	Hussey Gay Bell
Contact Person:	Lori Payne
Phone Number/Email:	lpayne@husseygaybell.com
Reason for not responding:	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> No Response
Comments	No Response
8. Vendor:	Allstate Construction Inc.
Contact Person:	Audra Davis
Phone Number/Email:	adavis@allstateconstruction.com
Reason for not responding:	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> No Response
Comments	No Response

NOTE:

Contractor interest in this project was high, however based on the County's needs, timeline, and schedule, there were only limited number of contractors ready and available to begin the work.

RECOMMENDATION AND SUGGESTIVE COURSE OF ACTION:

☒ **Award Contract Basis:**

☐ **Re-solicit**

☐ **Other**

I recommend moving forward with award since the proposer came in under budget and scored well during evaluations.

Janett L. Adams
Purchasing Representative

A.P.A.
Title

October 26, 2023
Date

Felicia Strong Whitaker
Chief Purchasing Agent

DocuSigned by:
Felicia Strong Whitaker
E4F13A8BBB2D4A2...

October 26, 2023
Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0826

Meeting Date: 11/15/2023

Department

Public Works

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

Request approval of the lowest responsible bidder - Department of Public Works, 23ITBC139448A-JWT, Truck Mounted CCTV Sewer Pipe Inspection System, in an amount not to exceed \$240,183.13 with Schwalm USA LLC, (Greenville, SC), for the purchase of one (1) truck mounted CCTV sewer pipe inspection system effective upon BOC approval. This is a one-time procurement.

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

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

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: Purchase of one (1) truck mounted CCTV. Four (4) bidders responded to the solicitation. The apparent low bidder was deemed non-responsive due to their camera system not meeting the required specifications listed in the ITB.

Scope of Work: This CCTV camera system is needed to perform CCTV camera inspection in pipes 8 inches and larger throughout the sanitary sewer collection system. This truck-mounted system will be able to move around the County, making it possible to record live footage of the sanitary sewer collection system. The system's features include zero radius steering, continuous camera rotation, automatic tilt compensation, front and rear cameras, and a sealed air-tight camera submersible up to

164 feet. This system is also equipped with a location transmitter that puts out two different frequencies to locate its position in the pipe from the surface. This purchase is necessary because the sanitary sewer lines within the collection system in Fulton County require inspection on a regular basis and the system will allow work crews to inspect both large and small diameter sanitary sewer pipes with equipment designed to operate above and below water surfaces.

Community Impact: Without this piece of equipment, the Public Works Department would have difficulty accurately identifying problems within the sanitary sewer system. Of particular concern are issues within pipes that lead to sanitary sewer overflows, which could impact the community, health, and State of Georgia waterways. The impact would be throughout the service area.

Department Recommendation: The Department of Public Works recommends approval.

Project Implications: The truck-mounted CCTV sewer pipe inspection was included in the 2023 Budget for Public Works, North and South Fulton Sewer Maintenance Divisions, and the system will be managed by existing staff.

Community Issues/Concerns: The Department of Public Works is not aware of any community issues or concerns.

Department Issues/Concerns: Staff at the Department of Public Works has no issues or concerns.

Contract Modification: This is a new procurement.

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

Contract Value: \$240,183.13

Prime Vendor: Schwalm USA LLC,
Prime Status: Non-Minority
Location: Greenville, SC
County: Greenville County
Prime Value: \$240,183.13 or 100.00%

Total Contract Value: \$240,183.13 or 100.00%
Total Certified Value: -0-

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

Exhibit 1: Department Recommendation Letter
Exhibit 2: Bid Tabulation Sheet
Exhibit 3: Contractor Performance Memo

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

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

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$240,183.13
TOTAL: \$240,183.13

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:**

201-540-5459-1450: Water & Sewer Revenue, Public Works, Maintenance Supplies - \$240,183.13.

Key Contract Terms	
Start Date: Non-applicable	End Date: Non-applicable
Cost Adjustment:	Renewal/Extension Terms: O time procurement

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

Choose an item.

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

Agenda Item No.: 23-0826

Meeting Date: 11/15/2023

N/A

N/A

DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM



TO: Felicia Strong-Whitaker, Purchasing
FROM: David Clark, Director *DC*
DATE: August 22, 2023
SUBJECT: 23ITBC139448A-JWT-Truck Mounted CCTV Sewer
Pipe Inspection System RQS 052323 - 1022

On August 17, 2023, the Department of Purchasing opened the subject quote. There were four (4) responses. Vacutek Rental & Sales provided the lowest bid but did not meet the specifications per the advertisement.

Therefore, we recommend the award of a Purchase Order to Schwalm USA LLC (A Vortex Company) in the amount of \$\$240,183.13 based on their quoted rate.

Funding is available in following accounts:

201-540-5459-1410: \$240,183.13

cc: Roy Barnes, Deputy Director, Public Works *R. O. B.* 8-23-23
Gerald Pace, Deputy Director, Administration, Public Works *G. Pace*
Andrenette Whitlow, Material Management Manager, Public Works *(A2)*
Mark Hawks, Assistant Purchasing Agent, Purchasing

**DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM**



**FULTON
COUNTY**

TO: Felicia Strong-Whitaker, Purchasing
FROM: David Clark, Director *DC*
DATE: October 5, 2023
SUBJECT: Contractor Performance Memo – 23ITBC139448A-JWT

The Contractor listed below has not provided this commodity to the Fulton County Public Works Department. We haven't had the opportunity to evaluate this vendor on their performance.

Project: Truck-mounted CCTV Sewer Pipe Inspection System

Project i : 23ITBC139448A-JWT

Contractor: Schwalm USA LLC
17 A D Asbury Rd.
Greenville, SC 29605
(914) 512-7713

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

cc: Roy Barnes, Deputy Director, Public Works *R. O. B.* 10-5-23
Gerald Pace, Deputy Director, Administration, Public Works
Andrenette Whitlow, Material Management Manager, Public Works
Brian Jones, Chief Assistant Purchasing Agent, Purchasing

VENDOR NAME				VENDOR NAME				VENDOR NAME				VENDOR NAME			
Vendor Name				Schwartz Construction Company				Adams Co. Inc				Adams Co. Inc			
Address				Address				Address				Address			
6994 Oak Ridge Commerce Way Altamh, GA 31108				17 Ad Albany Rd Greenville, Carolina 29605				6971 Oak Ridge Commerce Way Austell, Georgia 30106				3600 Rio Vista Avenue Ft. Lauderdale, Florida 33309			
Telephone:				Telephone:				Telephone:				Telephone:			
Contract				Contract				Contract				Contract			
Item				Item				Item				Item			
Total				Total				Total				Total			
Unit \$				Unit \$				Unit \$				Unit \$			
1 Truck Mounted CCTV Sewer Pipe Inspection System				Non-Responsive				Non-Responsive				Non-Responsive			
1				-				-				-			



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0827

Meeting Date: 11/15/2023

Department

Public Works

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

Request approval of the lowest responsible bidder - Department of Public Works, 23ITB08012023A-JWT, Water Quality Monitoring in the amount of \$100,512.00 with Integrated Science Engineering, Inc. (Newman, GA), to provide water quality monitoring services. Effective dates: January 1, 2024, through December 31, 2024, with two renewal options.

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

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

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background:

Scope of Work: This contract with Integrated Science Engineering, Inc., provides water quality monitoring and related services necessary to comply with Fulton County's National Pollution Discharge Elimination System (NPDES) Permits for Wastewater Treatment, which require water quality monitoring in support of the Watershed Protection Plan. The scope of work includes stream water quality monitoring and the collection of samples for laboratory analysis. The data collected must be submitted to the state Environmental Protection Division by June 15th of each year for the County to remain in permit compliance with the State of Georgia.

Community Impact: Water quality monitoring provides the necessary data to determine if Fulton County's efforts to reduce pollution in receiving streams and rivers are effective. This data is provided to the State of Georgia to assist in developing the capacity of receiving streams to accept treated water discharges.

Department Recommendation: The Department of Public Works recommends approval.

Project Implications: Water quality monitoring is a regulatory requirement of the County's National Pollution Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permits and wastewater discharge permits. Without this contract, the program would be negatively impacted, and the County might be in violation of its permits, which could expose the County to fines and possible criminal prosecution.

Community Issues/Concerns: No issues/concerns were raised by the community concerning this contract.

Department Issues/Concerns: Public Works staff did not raise any issues or concerns regarding the award of this contract.

Contract Modification: New Procurement.

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

Contract Value: \$100,512.00

Prime Vendor: Integrated Science Engineering, Inc

Prime Status: Non-Minority

Location: Newman, GA

County: Coweta County

Prime Value: \$49,100.11 or 48.85%

Subcontractor: Analytical Environmental Services Inc

Subcontractor Status: White American Female Business Enterprise

Location: Atlanta, GA

County: Fulton County

Contract Value: \$22,665.46 or 22.55%

Subcontractor: Vanasse Hangen Brustlin, Inc (VHB)

Subcontractor Status: Non-Minority

Location: Atlanta, GA

County: Fulton County

Contract Value: \$28,746.43 or 28.60%

Total Contract Value: \$100,512.00 or 100.00%

Total Certified Value: \$22,665.46 or 22.55%

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

Exhibit 1: Recommendation of Award

Exhibit 2: Bid Tabulation Sheet

Exhibit 3: Contractor Performance Report

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$100,512.00
TOTAL: \$100,512.00

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:**

201-540-5420-1160: Water & Sewer Revenue, Public Works, Professional Services - \$100,512.00.

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: Two renewal options

Agenda Item No.: 23-0827

Meeting Date: 11/15/2023

Overall Contractor Performance Rating: 70

Would you select/recommend this vendor again?

Yes

Report Period Start:
6/1/2023

Report Period End:
10/6/2023

**DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM**



TO: Felicia Strong-Whitaker, Purchasing
FROM: David Clark, Director *DC*
DATE: October 4, 2023
SUBJECT: 23ITB08012023A-JWT, Water Quality Monitoring

On August 9, 2023, the Department of Purchasing opened the subject Invitation to Bid (ITB). There were seven (3) responses. Integrated Science Engineering, Inc. provided the overall lowest responsive and responsible bid.

Therefore, the Department of Public Works is recommending an award to the overall lowest responsive and responsible bidder, Integrated Science Engineering Inc., in the amount not to exceed \$100,512.00.

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

cc: Roy Barnes, Deputy Director, Public Works *R. O. B* 10-5-23.
Gerald Pace, Deputy Director, Administration, Public Works
Andrenette Whitlow, Material Management Manager, Public Works
Brian Jones, Chief Assistant Purchasing Agent, Purchasing

VENDOR NAME				VENDOR NAME				VENDOR NAME			
231TB08012023A-JWT, Water Quality Monitoring	Integrated Science Engineering			Nova Engineering				R2T, INC.			
	ADDRESS			ADDRESS				ADDRESS			
	1039 Sullivan Road, Suite 200			3900 Kennesaw 75 Pkwy, Suite 100				580 W Crossville Road Suite 101			
	Newman GA 30265			Kennesaw Georgia 30144				Roswell Georgia 30075			
	TELEPHONE:			TELEPHONE:				TELEPHONE			
	678-552-2106			770-425-0777				770-563-7038			
231TB08012023A-JWT, Water Quality Monitoring	CONTACT:			CONTACT				CONTACT:			
	Lawrence H. Davis, Jr			Kenneth Houseman				Kimberly Aji			
	UNIT \$			UNIT \$				UNIT \$			
	TOTAL			TOTAL				TOTAL			
	Estimated Number of Units										
	Units										
Base Year 2024											
Task 2 – Water Quality Flow Composite Monitoring Samples (Optional)	Each	8									
Task 3.1 – Fecal Coliform and E-Coli	Each	240	\$ 1,250.00 \$	10,000.00 \$	1,040.00 \$	8,320.00 \$	525.00 \$	500.00 \$	500.00 \$	4,000.00	
Task 3.2 – Chemical Monitoring	Each	56	\$ 55.00 \$	13,200.00 \$	118.15 \$	28,356.00 \$	135.00 \$	135.00 \$	135.00 \$	32,400.00	
Task 6.1 – County-wide Annual WPP Report (Optional)	Lump Sum	1	\$ 77.00 \$	4,312.00 \$	100.00 \$	5,600.00 \$	160.00 \$	160.00 \$	160.00 \$	8,960.00	
Task 5 – Laboratory Analysis (External) (Optional)	Allowance Amount	1	\$ 8,000.00 \$	8,000.00 \$	6,500.00 \$	6,500.00 \$	4,500.00 \$	4,500.00 \$	4,500.00 \$	4,500.00	
Task 6.3 – Staff Training	Allowance Amount	1	\$ 50,000.00 \$	50,000.00 \$	\$50,000.00 \$	50,000.00 \$	\$50,000.00 \$	\$50,000.00 \$	\$50,000.00 \$	50,000.00	
TOTAL - Base Year 2024		1	\$ 15,000.00 \$	15,000.00 \$	\$15,000.00 \$	15,000.00 \$	\$15,000.00 \$	\$15,000.00 \$	\$15,000.00 \$	15,000.00	
			\$ 100,512.00 \$	100,512.00 \$	\$ 113,456.00 \$	113,456.00 \$				113,456.00	
Base Year 2025											
Task 2 – Water Quality Flow Composite Monitoring Samples (Optional)	Each	8	\$ 1,250.00 \$	10,000.00 \$	1,040.00 \$	8,320.00 \$	525.00 \$	500.00 \$	500.00 \$	4,200.00	
Task 3.1 – Fecal Coliform and E-Coli	Each	240	\$ 55.00 \$	13,200.00 \$	122.80 \$	29,496.00 \$	150.00 \$	150.00 \$	150.00 \$	36,000.00	
Task 3.2 – Chemical Monitoring	Each	56	\$ 77.00 \$	4,312.00 \$	104.00 \$	5,824.00 \$	168.00 \$	168.00 \$	168.00 \$	9,408.00	
Task 4 – Biological/Habitat Assessment	Each	8	\$ 3,592.75 \$	28,742.00 \$	4,160.00 \$	33,280.00 \$	4,750.00 \$	4,750.00 \$	4,750.00 \$	38,000.00	
Task 6.1 – County-wide Annual WPP Report (Optional)	Lump Sum	1	\$ 8,000.00 \$	8,000.00 \$	6,760.00 \$	6,760.00 \$	4,500.00 \$	4,500.00 \$	4,500.00 \$	4,500.00	
Task 5 – Laboratory Analysis (External) (Optional)	Allowance Amount	1	\$ 50,000.00 \$	50,000.00 \$	\$50,000.00 \$	50,000.00 \$	\$50,000.00 \$	\$50,000.00 \$	\$50,000.00 \$	50,000.00	
Task 6.3 – Staff Training	Allowance Amount	1	\$ 15,000.00 \$	15,000.00 \$	\$15,000.00 \$	15,000.00 \$	\$15,000.00 \$	\$15,000.00 \$	\$15,000.00 \$	15,000.00	
TOTAL - Year 2025			\$ 129,254.00 \$	129,254.00 \$	\$ 148,680.00 \$	148,680.00 \$				157,108.00	
Base Year 2026											
Task 2 – Water Quality Flow Composite Monitoring Samples (Optional)	Each	8	\$ 1,250.00 \$	10,000.00 \$	1,080.00 \$	8,640.00 \$	550.00 \$	550.00 \$	550.00 \$	4,400.00	
Task 3.1 – Fecal Coliform and E-Coli	Each	240	\$ 55.00 \$	13,200.00 \$	127.60 \$	30,624.00 \$	157.00 \$	157.00 \$	157.00 \$	37,680.00	
Task 3.2 – Chemical Monitoring	Each	56	\$ 77.00 \$	4,312.00 \$	108.00 \$	6,048.00 \$	176.40 \$	176.40 \$	176.40 \$	9,878.40	
Task 6.1 – County-wide Annual WPP Report (Optional)	Lump Sum	1	\$ 8,000.00 \$	8,000.00 \$	7,020.00 \$	7,020.00 \$	4,500.00 \$	4,500.00 \$	4,500.00 \$	4,500.00	
Task 5 – Laboratory Analysis (External) (Optional)	Allowance Amount	1	\$ 50,000.00 \$	50,000.00 \$	\$50,000.00 \$	50,000.00 \$	\$50,000.00 \$	\$50,000.00 \$	\$50,000.00 \$	50,000.00	
Task 6.3 – Staff Training	Allowance Amount	1	\$ 15,000.00 \$	15,000.00 \$	\$15,000.00 \$	15,000.00 \$	\$15,000.00 \$	\$15,000.00 \$	\$15,000.00 \$	15,000.00	
TOTAL - Year 2026			\$ 100,512.00 \$	100,512.00 \$	\$ 117,332.00 \$	117,332.00 \$				121,458.40	

23ITB08012023A-JWT, Water Quality Monitoring	VENDOR NAME		VENDOR NAME		VENDOR NAME	
	Integrated Science Engineering		Nova Engineering		R2T, INC.	
	ADDRESS		ADDRESS		ADDRESS	
	1039 Sullivan Road, Suite 200		3900 Kennesaw 75 Pkwy, Suite 100		580 W Crossville Road Suite 101	
	Newman GA 30265		Kennesaw Georgia 30144		Roswell Georgia 30075	
	TELEPHONE:		TELEPHONE:		TELEPHONE	
	678-552-2106		770-425-0777		770-563-7038	
	CONTACT:		CONTACT		CONTACT:	
	Lawrence H. Davis, Jr		Kenneth Houseman		Kimberly Ajy	
	GRAND TOTAL:		\$330,278.00		\$379,468.00	
BIDS MAILED		NO RESPONSE:		ASSISTANT PURCHASING AGENT:		
BIDS RECEIVED:		NO-BIDS:		CHIEF ASSISTANT:		
				DEPT. AUTHORIZATION:		

Performance Evaluation Details

ID	E1
Project	Water Quality Monitoring
Project Number	21ITB000003A-CJC
Supplier	Integrated Science & Engineering
Supplier Project Contact	Caleb Gladney (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/07/2021 to 10/06/2023
Effective Date	10/17/2023
Evaluation Type	Formal
Interview Date	10/17/2023
Expectations Meeting Date	10/17/2023
Status	Completed
Publication Date	10/17/2023 12:43 AM EDT
Completion Date	10/17/2023 12:43 AM EDT
Evaluation Score	70



10/18/2023

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

14/20

Rating

Satisfactory: Project Management. Acceptable understanding of project objectives, risks and Contract requirements with some direction required from the User Department.

Comments

Completed reports on time

SCHEDULE

14/20

Rating

Satisfactory: Delivered on schedule or on approved amended schedule. Monitoring and forecasting of schedule as per Contract requirements.

Comments

Delivered reports on time.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

14/20

Rating

Satisfactory: Deliverables meet requirements and have an average number of issues on reports and deliverables.

Comments

Satisfactory

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

Satisfactory

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

14/20

Rating

Satisfactory: Issues of compliance with Contract documents were resolved in a timely manner to the the User Department's satisfaction.

Comments

Satisfactory

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0828

Meeting Date: 11/15/2023

Department

Public Works

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

Request approval of a Contract Item Agreement (CIA) between Fulton County and the Georgia Department of Transportation (GDOT) for the adjustment of 6 sanitary sewer manholes associated with the resurfacing of Project M006461 SR 14/Roosevelt Hwy From SR 138/Beverly Engram Parkway To CR 542/Delano Road, in an estimated amount of \$23,000.00.

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

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

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background

Public Works recommends Fulton County enter into the Contract Item Agreement. The adjustment of 6 sanitary sewer manholes on SR 14/Roosevelt Hwy from SR 138/Beverly Engram Parkway to CR

542/Delano Road has become necessary because of a resurfacing project. The CIA will cover the necessary sewer manhole adjustments and the County will reimburse GDOT for the actual cost incurred by the contractor. Similar arrangements with GDOT have worked well in the past.

Scope of Work: The Georgia Department of Transportation (GDOT) plans to resurface Roosevelt Highway (SR 14) From Beverly Engram Parkway (SR 138) To Delano Road (CR542). As part of this roadway project, the adjustment of 6-sanitary sewer manholes will be necessary due to the new elevation and grade of the roadway. Sanitary sewer service will remain uninterrupted during the resurfacing period. GDOT is going to bid for the SR 14 resurfacing project and has suggested executing a CIA between Fulton County and the GDOT to cover the necessary sewer manhole adjustments. The Department of Public Works has estimated the cost of \$23,000.00 for the manhole adjustments along the sanitary sewer and that amount has been budgeted for as part of the water and sewer fund. The amount has also been included in the 2016-2026 Capital Improvement Program (CIP). Fulton County would reimburse GDOT the actual cost incurred by the contractor.

Community Impact: Currently, an 8-inch sewer line is serving properties along Roosevelt Highway. The resurfacing project will affect the existing sanitary sewer manholes that serve the public.

Department Recommendation: The Department of Public Works believes that the most cost-effective way to complete the sanitary sewer manhole adjustments would be for GDOT to bid out the work as part of their roadway project. Therefore, Public Works recommends Fulton County enter into the CIA.

Project Implications: The road resurfacing will impact the existing sanitary sewer manholes due to modifications of the existing grades along the roadway which require structures to be adjusted to match the proposed roadway surface. The existing sanitary sewer manhole adjustments must occur to maintain sanitary sewer service in this area.

Community Issues/Concerns: No concerns are expected since sewer service has to be maintained during construction.

Department Issues/Concerns: No concerns are expected by the Department and this arrangement has worked well between GDOT and Fulton County on other projects.

Contract Modification

New Procurement

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

Georgia Department of Transportation (GDOT)

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

Exhibit-A CIA PI M006461 - GDOT & Fulton County

Exhibit-B Cost Estimate M006461

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

Georgia Department of Transportation (GDOT)

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount:

Previous Adjustments:

This Request: \$23,000.00

TOTAL: \$23,000.00

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:

203-540-5400-I301



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

October 3, 2023

Mr. Robb Pitts
Chairman
Fulton County Board of Commissioners
141 Pryor Street, SW
10th Floor
Atlanta, GA 30303

Subject: **P.I. No. M006461, Fulton County
Contract Item Agreement Undated – Sewer Facilities**

Dear Chairman Pitts:

In accordance with your request, the adjustment of Sewer facilities belonging to Fulton County is being included in the Department's contract for the roadway work on the above numbered project.

We are transmitting three counterparts of an undated Contract Item Agreement which sets forth the conditions under which the State agrees to have its Contractor perform the work and by which Fulton County will reimburse the Department for this work. As outlined in Article 8, the non-binding Pre-let estimate not including betterment for this work is **\$23,000.00** of which the Department will bear **0% or \$0.00** and Fulton County will bear **100% or \$23,000.00**. Also, attached is a cost estimate supporting the Agreement.

If the Agreement meets with your approval, please handle for execution on behalf of Fulton County and return all three (3) counterparts to the State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308, for execution on behalf of the Department. Also, complete the attached resolution form and insert the date of resolution on page 5 of the Agreement. The Official Seal of Fulton County is also required to be affixed to each counterpart in compliance with instructions from our Attorney General's Office.

Also, please provide Fulton County's Federal Employee Identification Number (FEIN) in the blank shown on page 4 of the Agreement.

In accordance with Articles 8, 9, and 10 of the Agreement, the Department shall notify Fulton County in writing the amount due the Department based upon the aforementioned commitment letter at the time of execution. At that time a check for the amount required to perform the work will be requested as outlined in the Agreement.

Chairman Robb Pitts
P.I. No. M006461, Fulton County
Contract Item Agreement Undated – Sewer Facilities
October 3, 2023; Page 2 of 2

The Department will refund any overpayment or request in writing that Fulton County pay the Department the revised amount as determined by the aforesaid method.

If you have any questions or need further information, please contact Danah Bonny at 404-631-1709 or by email at dbonny@dot.ga.gov. Please send correspondence by mail addressed to State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308 for execution on behalf of the Department.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Shajan Joseph', with a stylized flourish at the end.

Shajan Joseph, P.E.
Assistant State Utilities Administrator

For: Nicholas Fields
State Utilities Administrator

NF: SPJ: MGC: DB

Attachments (Agreement and Estimate)

cc: Paul DeNard, District 7 Engineer
Shun Pringle, District 7 Utilities Manager
Kevin Bailey, Project Manager
Frantz Boileau, Utilities Preconstruction Specialist
Abdulahid Munshi, Utility Coordinator

Account No. – Class: 733005- 309

Department ID: 4848050000

Program No.: 4181501

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

Georgia Project No.: N/A, Fulton County
G.D.O.T. P.I. No.: M006461

THIS AGREEMENT, made this _____, by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and Fulton County, a political subdivision of the State of Georgia, hereinafter called the LOCAL AGENCY, second party;

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project to resurface State Route 14 from south of State Route 138 to County Road 542/Delano Road in Fulton County, Georgia; and

WHEREAS, due to the construction of this project, it will become necessary to make certain adjustments or additional installation of utility facilities of the LOCAL AGENCY, the cost of which shall be determined in accordance with Articles 8, 9, and 10 below; and

WHEREAS, the LOCAL AGENCY has requested that the DEPARTMENT include the adjustment or installation of **sewer** facilities in its highway construction contract as shown on the attached plans; and

WHEREAS, this Agreement being for the sole purpose of providing a contractor for work performed on the LOCAL AGENCY'S **sewer** facilities, the LOCAL AGENCY shall bear the cost of said work to be determined as hereinafter set forth;

WHEREAS, the preliminary engineering, including preparation of detailed plans and contract estimate for adjustment of the utilities described above have been accomplished by the LOCAL AGENCY;

WHEREAS, the plans for the utility work have been approved by both the DEPARTMENT and the LOCAL AGENCY prior to commencing work;

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

1. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the DEPARTMENT shall be responsible to assure that all utility work is accomplished in accordance with plans and specifications and to consult with the LOCAL AGENCY or LOCAL AGENCY'S Consultant before authorizing any changes or deviations which affect the LOCAL AGENCY'S facility.

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

2. The LOCAL AGENCY or the LOCAL AGENCY'S Consultant shall have the right to visit and inspect the work at any time and advise the DEPARTMENT'S Engineer of any observed discrepancies or potential problems. The DEPARTMENT agrees to notify the LOCAL AGENCY when all utility work is completed and ready for final inspection by the LOCAL AGENCY.

3. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT shall notify the LOCAL AGENCY of the new project designation. Such change in project designation shall have no effect whatsoever on any of the other terms of this Agreement.

4. The DEPARTMENT shall include in its contract for this project all work necessary to accomplish the adjustment of the LOCAL AGENCY'S facilities as shown on the highway plans along with the necessary specifications to assure that the work conforms to sound construction practices.

5. In the event it becomes necessary to add pay items that are not provided for in the contract, the DEPARTMENT shall negotiate prices with the contractor and enter into a supplemental agreement with the contractor for completion of the additional items. Upon notification, the LOCAL AGENCY shall furnish a check for the additional cost as determined in Article 8 below.

6. The DEPARTMENT shall furnish on the project the construction engineering inspection and testing by its own forces required to assure that the work is done in accordance with the plans, specifications and Special Provisions.

7. Upon completion of the work and upon certification by the DEPARTMENT'S engineers that the work has been completed in accordance with the aforesaid plans and specifications, the LOCAL AGENCY shall accept the adjusted and additional facilities and shall thereafter operate and maintain the adjusted and additional facilities without further cost to the DEPARTMENT or its contractor. Such maintenance and all operations and activities shall be subject to the DEPARTMENT'S rules, policies and procedures as contained in its Utility Accommodation Policy and Standards, current edition.

8. The DEPARTMENT shall include in its highway contract those items shown as materials for permanent installation on the aforesaid plans. The price bid for the appropriate items shall include all labor, materials and incidentals necessary to complete the work. The cost of the requested work shall be determined from unit quantities and unit prices as shown in the DEPARTMENT'S tabulation of bids. The approximate non-binding pre-let estimate, not including betterment, is **\$23,000.00** based on the LOCAL AGENCY'S estimate attached hereto of which the Department shall bear **\$0.00 or 0% and the LOCAL AGENCY shall bear \$23,000.00 or 100%.**

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

9. It is mutually agreed that as soon as practicable after the opening of bids and acceptance of a bid by the DEPARTMENT, the DEPARTMENT shall notify the LOCAL AGENCY in writing of the amount due the DEPARTMENT. The LOCAL AGENCY shall pay to the DEPARTMENT the amount due within sixty (60) days.

10. It is further mutually agreed that the final cost of the work performed on behalf of the LOCAL AGENCY shall be determined by measurement of the actual quantities of installed materials, including added items under Article 5, multiplied by the actual bid prices. Accordingly, after the project has been completed, the DEPARTMENT shall determine the final cost to be borne by the LOCAL AGENCY and, as the case may be, shall refund to the LOCAL AGENCY or shall request of the LOCAL AGENCY an additional payment in the amount of the difference between the final cost to be borne by the LOCAL AGENCY and the amount which the LOCAL AGENCY has previously paid to the DEPARTMENT. In the event additional payment is due to the DEPARTMENT, the LOCAL AGENCY agrees to pay same within sixty (60) days after the statement is received from the DEPARTMENT. In the event a refund is due the LOCAL AGENCY, the DEPARTMENT agrees to pay the LOCAL AGENCY within sixty (60) after the refund amount is determined or final acceptance is made by the DEPARTMENT.

11. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. Pursuant to O.C.G.A. Sec. 50-5-85, LOCAL AGENCY hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

13. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in the Fulton County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

14. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

STANDARD UTILITY AGREEMENT

CONTRACT ITEM AGREEMENT

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals, caused this Agreement to be executed in three counterparts, each to be considered as original by their authorized representative the day and date hereinabove written.

FULTON COUNTY

BY: _____
CHAIRMAN

Signed on behalf Fulton County pursuant to resolution dated _____.

000000000000000000000000000000000000
FEIN _____
000000000000000000000000000000000000

BY: _____
SECRETARY/ASST.SECRETARY
 (OFFICIAL SEAL)

RECOMMENDED:

ACCEPTED:

DEPARTMENT OF TRANSPORTATION

BY: _____
STATE UTILITIES ADMINISTRATOR

BY: _____
COMMISSIONER

PROJECT NO.: N/A
COUNTY: FULTON
G.D.O.T. P.I. NO.: M006461
DATE: October 3, 2023 DB

Signed, sealed and delivered this _____
day of _____, 20____.

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY: _____
TREASURER
 OFFICIAL CUSTODIAN OF THE SEAL

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

RESOLUTION

STATE OF GEORGIA

FULTON COUNTY

BE IT RESOLVED by the Chairman and Board of Commissioners of FULTON COUNTY, and it is hereby resolved, that the foregoing attached Agreement, relative to project N/A, P.I. No. M006461 to resurface State Route 14 from south of State Route 138 to County Road 542/Delano Road in Fulton County, Georgia and that Mr. Robb Pitts as Chairman and _____, as Commission Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the Chairman and BOARD OF COMMISSIONERS of FULTON COUNTY.

Passed and adopted, this the _____ day of _____, 20__.

ATTEST:

COMMISSION CLERK

BY: _____
CHAIRMAN

STATE OF GEORGIA,

FULTON COUNTY

I _____, as Commission Clerk, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Chairman and Board of Commissioners of Fulton County. WITNESS my hand and official signature, this the _____ day of _____, 20_____.

BY: _____
COMMISSION CLERK



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	FULTON COUNTY
Solicitation/Contract No./ Call No. or Project Description:	PROJECT NO. N/A, P.I. NO. M006461, FULTON COUNTY, TO RESURFACE STATE ROUTE 14 FROM SOUTH OF STATE ROUTE 138 TO COUNTY ROAD 542/DELANO ROAD.

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

Date of Authorization

Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

[NOTARY SEAL]

Notary Public

My Commission Expires: _____



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0829

Meeting Date: 11/15/2023

Department

Police

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

Request approval of a recommended proposal - Police Department, 23RFP139745B-EC, Armed and Unarmed Security Services in an amount not to exceed \$7,200,000.00 with Universal Protection Services dba Allied Universal Security Services (Atlanta, GA) to provide armed and unarmed security services for various County departments. Effective January 1, 2024, through December 31, 2024, with two renewal options.

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

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

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

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: The contractor is required at all times to provide and maintain an adequate number of properly trained personnel and an adequate quantity of necessary supplies and equipment to ensure the full and timely performance of the obligations and function of this contract. Security coverage is currently provided at approximately fifty (50) County facilities.

Community Impact: Provide a safe and secure environment for our employees, customers, and community.

Department Recommendation: The Police Department recommends approval of this item.

Project Implications: Maintain security coverage for all County facilities.

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

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

Contract Modification: This is a new procurement.

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

Contract Value: \$7,200,000.00

Prime Vendor: Universal Protection Service dba Allied Universal Security Services

Prime Status: Non-Minority

Location: Atlanta, GA

County: Fulton County

Prime Value: \$6,408,000.00 or 89.00%

Subcontractor: Safeguard Security Solutions, LLC

Subcontractor Status: African American Male Business Enterprise

Location: Stockbridge, GA

County: Henry County

Contract Value: \$792,000.00 or 11.00%

Total Contract Value: \$7,200,000.00 or 100.00%

Total Certified Value: \$792,000.00 or 11.00%

Exhibits Attached

Exhibit 1: Evaluation Committee Recommendation Letter

Exhibit 2: Vendor Performance Report

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

W. Wade Yates, Chief of Police, Police Department, 404-613-5705

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$7,200,000.00
TOTAL: \$7,200,000.00

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: 100-320-5207-1174: General Fund, Police Department, Facility Services, \$5,769,522, Pending BOC Approval of FY2024 Budget; Various County Departments - \$1,430,478

Funding Line 1:

100-320-5207-1174, General, Police, Security Service, \$7,200,000.00

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: 2 renewal options

Overall Contractor Performance Rating: 88**Would you select/recommend this vendor again?**

Yes

Report Period Start: 7/1/2023
Report Period End: 12/31/2023



INTEROFFICE MEMORANDUM

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

FROM: Evaluation Committee Recommendation Letter

DATE: October 16, 2023

PROJECT: #23RFP139745B-EC, Armed and Unarmed Security Services

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

Nine (9) qualified firms submitted proposals for evaluation and consideration for award of this project:

1. Universal Protection Service, LLC, dba Allied Universal Security Services
2. Andy Frain Services, Inc.
3. Securemedy, Incorporated
4. G11 Security Inc.
5. Strategic Security Corp.
6. Vets Securing America
7. Security Solutions of America
8. Pless Security Inc. dba PSI Security Service
9. Confidential Security Agency, Inc.

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by Universal Protection Service, LLC, dba Allied Universal Security Services., is the recommended vendor for the award of #23RFP139745B-EC, Armed and Unarmed Security Services with a final score of **92.26%**.

Evaluation Committee Recommendation Letter

Date: October 16, 2023

#23RFP139745B-EC, Armed and Unarmed Security Services

Page | 2

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

SELECTION COMMITTEE MEMBERS:

DocuSigned by:



5DA7CBBF0F11414...

Kenneth Scherle

Police Captain

DocuSigned by:



A2955B83D4214D4...

Maureen Smith

Police Sergeant

DocuSigned by:



6D23F6CD80A8440...

Rochelle Alexander

Police Lieutenant

DocuSigned by:



B78D0A35F5C54F0...

Pamela Farmer-Height

Security Specialist

Evaluation Committee Recommendation Letter
 Date: October 16, 2023
 #23RFP139745B-EC, Armed and Unarmed Security Services
 Page | 3

EVALUATION CRITERIA	WEIGHT	Universal Protection Service, LLC, dba Allied Universal Security Services	Andy Frain Services, Inc.	Securemedy, Incorporated	G11 Security Inc.	Strategic Security Corp	Vets Securing America	Security Solutions of America	Pless Security Inc. dba PSI Security Service	Confidential Security Agency, Inc.
Project Plan/Approach to Work	25.00%	25.00%	18.75%	15.63%	14.06%	14.06%	14.06%	10.94%	12.50%	12.50%
Qualifications of Key Personnel	18.00%	18.00%	14.63%	10.13%	9.00%	10.13%	9.00%	9.00%	5.63%	6.75%
Relevant Project Experience	30.00%	26.25%	20.63%	20.63%	13.13%	18.75%	15.00%	16.88%	15.00%	5.00%
Availability of Personnel	10.00%	8.75%	7.50%	5.63%	5.63%	5.63%	6.88%	5.00%	3.75%	4.38%
Local Preference	5.00%	5.00%	5.00%	5.00%	5.00%	0.00%	0.00%	0.00%	0.00%	5.00%
Service Disabled Veterans Preference	2.00%	0.00%	0.00%	0.00%	2.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Cost Proposal	10.00%	9.26%	9.61%	9.74%	10.00%	9.48%	8.57%	9.78%	8.90%	9.66%
TOTAL SCORE:	100.00%	92.26%	76.11%	66.74%	60.81%	58.05%	53.50%	51.59%	45.78%	43.29%

Performance Evaluation Details

ID	E1
Project	Armed and Unarmed Security Services
Project Number	20RFP125073B-CJC
Supplier	Universal Protection Service, LLC dba Allied Universal Security Services
Supplier Project Contact	Arnie Roesse (preferred language: English)
Performance Program	Professional Services
Evaluation Period	07/01/2023 to 09/30/2023
Effective Date	10/19/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	10/19/2023 01:07 PM EDT
Completion Date	10/19/2023 01:07 PM EDT
Evaluation Score	88

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

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

Allied continues to have a very effective management team.

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

Allied Services has been doing well with filling their security posts.

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

The quality of service is still doing well. The Police Department continues to have weekly meetings with Allied Security management to continuously improve Security service.

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

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

Comments

Supervision continues to do well with problem notifications.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

14/20

Rating

Satisfactory: Issues of compliance with Contract documents were resolved in a timely manner to the User Department's satisfaction.

Comments

The management team had some minor errors with invoicing but overall they are doing well.

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0830

Meeting Date: 11/15/2023

Department

Sheriff

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

Request approval to amend an existing contract - Sheriff's Office, 17RFP07012016B-BR, Inmate Medical Services with NaphCare of Fulton County, LLC (Birmingham, AL) in the amount of \$1,200,394.20 to provide physical and mental health services to inmates at the south Annex and one FTE medical escort officer to support court-mandated mental health programming at the Atlanta City Detention Center. Effective 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)*

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 amendment will amend the existing agreement with changes to or addition to provide physical and mental health services to inmates at the South Annex and one FTE medical escort officer to support court-mandated mental health programming at the Atlanta City Detention Center. This Amendment also amends the annual amount for Renewals 6 -10 as detailed in Exhibit 1, Amendment No. 4 to Form of Contract.

Scope of Work: To provide comprehensive correctional physical and mental health services to

inmates at the Fulton County jail facilities including the Rice Street Jail, Atlanta City Detention Center and any other jail facility as determined by the Fulton County Sheriff's Office.

Community Impact: Facilitate a safe environment to provide physical and mental health services to individuals housed in Fulton County jail facilities.

Department Recommendation: Recommend approval.

Project Implications: The Sheriff's Office is Constitutionally required to provide inmate healthcare at all Fulton County jail facilities.

Community Issues/Concerns: There must be a safe environment to provide physical and mental health services to individuals housed in Fulton County jail facilities.

Department Issues/Concerns: The Sheriff's Office is Constitutionally required to provide inmate healthcare at all Fulton County jail facilities.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	17-0934	11/15/2017	\$20,730,349.08
1st Renewal/Amendment No. 1	18-1006	12/19/2018	\$21,559,563.04
Amendment No. 2	19-0610	8/7/2019	\$440,157.73
2 nd Renewal	19-0839	10/16/2019	\$24,181,655.29
3 rd Renewal	20-0743	10/21/2020	\$25,131,315.19
4 th Renewal	21-0955	12/1/2021	\$26,118,961.49
5 th Renewal	22-0675	9/21/2022	\$27,146,113.64
Amendment No. 3			\$4,786,187.20
Amendment No. 4			\$1,200,394.20
Total Revised Amount			\$151,294,696.86

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

Contract Value: \$1,200,394.20

Prime Vendor: NaphCare of Fulton County, LLC

Prime Status: Non-Minority

Location: Birmingham, AL

County: Jefferson County

Prime Value: \$1,051,014.59 or 96.61%

\$112, 500 (Medical Escort FTE) 100%

Subcontractor: CharDonnay Dialysis, Inc.

Subcontractor Status: **White Female Business Enterprise**
Location: Danville, IL
County: Vermillion County
Contract Value: \$5,439.47 or .50%

Subcontractor: **Bio-Reference Laboratories, Inc.**
Subcontractor Status: **Non-Minority**
Location: Elmwood Park, NJ
County: Passaic County
Contract Value: \$16,971.15 or 1.56%

Subcontractor: **Global Diagnostic**
Subcontractor Status: **African American Male Business Enterprise Certified**
Location: Conyers, GA
County: Rockdale County
Contract Value: \$14,142.62 or 1.30%

Subcontractor: **Institutional Eye Care**
Subcontractor Status: **Non-Minority**
Location: Lewisburg, PA
County: Union County
Contract Value: \$326.37 or 0.03%

Total Contract Value: **\$1,087,894.20 or 100.00%**
Total M/FBE Values: **\$19,582.09 or 1.80%**

Exhibits Attached

Exhibit 1: Amendment No. 4 to Form of Agreement

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$20,730,349.08
Previous Adjustments: \$129,363,953.58

Agenda Item No.: 23-0830

Meeting Date: 11/15/2023

This Request: \$1,200,394.20
TOTAL: \$151,294,696.86

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:

100-330-3302-1158: General, Sheriff's Office, Medical Services

Key Contract Terms	
Start Date: 7/1/2023	End Date: 12/31/2023
Cost Adjustment:	Renewal/Extension Terms: For renewal options remain

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

Report Period Start: Report Period End:



July 26, 2023

VIA EMAIL

Sheriff Patrick Labat (Pat.Labat@fultoncountyga.gov)
Fulton County Sheriff's Office
185 Central Ave SW
Atlanta, GA 30303

Re: Contract for Inmate Medical Services between Fulton County and NaphCare of Fulton County, LLC

Dear Sheriff Labat:

Please find enclosed the proposed contract amendment for the above-referenced contract. The amendment encompasses both the transition to the South Annex and the addition of 1.0 FTE medical escort officer time to support court-mandated mental health programming for female inmate patients at the Atlanta City Detention Center (ACDC). For simplicity and to facilitate easier implementation, we request that both items are addressed in a single contract amendment.

The amended pricing for the transition to the South Annex and additional medical escort officer time is as follows:

NaphCare Amended Pricing			Annual (Partial)	Monthly
Amended Year 6	7/1/2023 - 7/31/2023	Fifth Renewal Term	\$ 2,507,609.44	\$2,507,609.44
	7/31/2023	South Annex		\$ 181,315.70
	7/31/2023	NaphCare Security for the ACDC		\$ 18,750.00
	8/1/2023 - 12/31/2023	Fifth Renewal Term	\$13,538,375.69	\$2,707,675.14

We appreciate your attention to this matter. Should you require further information or have additional questions, please do not hesitate to contact me at (205) 536-8532 or via email at brad.mclane@naphcare.com.

Sincerely,

Bradford T. McLane
Chief Executive Officer

Enclosure

cc: Ms. Amelia Joiner (Amelia.Joiner@fultoncountyga.gov)
Mr. Richard "Dick" Anderson (Dick.Anderson@fultoncountyga.gov)
Mr. Alton L. Adams (Alton.Adams@fultoncountyga.gov)

AMENDMENT NO. 4 TO FORM OF CONTRACT

This AMENDMENT No. 4 is made and entered into effective the 31st day of July, 2023, by and between Fulton County, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as "County") and NaphCare of Fulton County, LLC.

WITNESSETH

WHEREAS, the County and NaphCare of Fulton County, LLC, (hereinafter referred to as "Service Provider") entered into Amendment No. 3, effective July 1, 2023, which amended contract provisions related to indemnification, insurance, base compensation, the average daily population ("ADP"), HIV, Hepatitis C, and blood factor medication costs, staffing, security personnel, computer hardware upgrade costs, outstanding invoices, facility opening/reopening responsibilities; and

WHEREAS, the County and Service Provider have met and conferred pursuant to Article 4, Section 4.11 of the Agreement, as amended, and wish to adjust base compensation, staffing, and information technology (IT) installation costs to facilitate the reopening of the South Annex, as well as provide additional security personnel at the Atlanta City Detention Center; and

WHEREAS, Article 7 of the Agreement provides for amendments or modifications to be in writing and conform to the requirements of Fulton County Purchasing Code §102-420; and

THEREFORE, Fulton County and the Service Provider agree to amend the Agreement as follows:

I. Article 4, Scope of Work, Section 4.11 shall be modified to provide as follows:

- 4.11. Inmate Physical and Mental Health Services are intended only for those inmates in the actual physical custody of the Fulton County Sheriff's Office and housed in the Fulton County jail facilities covered under the Agreement, including inmates under guard by the Fulton County Sheriff's Office in outside hospitals. Such inmates will be included in the daily population count. Service Provider shall bear no responsibility for any other inmates, including those in outside hospitals who are not under guard. Should any new facility open, Service Provider will bear no responsibility for care to inmates housed at the new facility. Should County desire services of Service Provider at any new facility, parties shall mutually agree to required staffing and pricing. Except as herein provided, inmates not in the physical custody of the Fulton County jail facilities will not be deemed to be inmates, nor will they be included in the daily population count. Further, Service Provider shall not be responsible for furnishing, or for the costs of furnishing, Inmate Physical and Mental Health Services to inmates on any sort of temporary release, including, but not limited to, inmates on bond, inmates temporarily

released for the purpose of attending funerals or to other family emergencies, inmates on escape status, and inmates on pass, parole, or supervised custody who do not sleep in any of the Fulton County jail facilities covered under this Agreement at night, and such inmates will not be included in the daily population count. Except as herein provided, inmates in the custody of other penal institutions or jails at the request of the Fulton County Sheriff's Office shall likewise be excluded from the daily population count and it shall not be Service Provider's responsibility, either to furnish or to pay the costs of, Inmate Physical and Mental Health Services to those inmates. Once an inmate has been recommitted to the Fulton County jail, for any reason, Service Provider shall be responsible for providing all Inmate Physical and Mental Health Services to the inmate.

II. Article 4, Scope of Work, Exhibit C shall be modified to include the addition of the following Paragraph:

L. Service Provider Escort Officers.

The security detention officer escort services ("Escort Officer(s)") rendered by Service Provider shall consist of nine and four-tenths (9.4) FTEs. The Escort Officer services are required and necessary as a means to: (1) reduce the need for Fulton County correctional officers to escort patients within the Fulton County jail facilities; and (2) ensure inmates patients are escorted in a timely manner to their scheduled mental health appointments.

Service Provider agrees that it shall utilize off-duty officers currently employed by the Fulton County Sheriff's Office, retired officers, reserve officers of Fulton County or the equivalent thereof, to provide any necessary services hereunder. In doing so, Service Provider may hire and manage any Escort Officer necessary solely for the purposes of escort for Service Provider's healthcare service needs, so long as the Escort Officer is currently employed by the Fulton County Sheriff's Office (to include retired, reserve or the equivalent thereof), has completed all necessary background screening required by the Fulton County Sheriff's Office and/or Service Provider and/or drug screening testing required by either party.

To the extent necessary, the Fulton County Sheriff's Office and/or its personnel shall collaborate with Service Provider to provide appropriate training and necessary security briefings to Escort Officers, which shall include all necessary training related to Sheriff's Policy Number 1500-18, Inmate Observation, and training related to Grady Health System's handcuffs and other restraint requirements prior to any inmate/patient

transport to Grady Health System. The Parties agree that Escort Officers will not participate in inmate/patient transports. Additionally, the Parties hereby agree that any Escort Officer that is currently deputized as a law enforcement officer in the State of Georgia may, in their sole discretion, interrupt their provision of services rendered on behalf of Service Provider in order to discharge their public duties as law enforcement officers and attend to emergencies and other exigent circumstances outside the scope of these services. Such interruption or termination of services shall not be considered a breach and Service Provider shall not be obligated to pay for any such interruption of services and activities performed after the Escort Officer interrupts or terminates the provision of services set forth herein.

Service Provider shall not exercise control over an Escort Officer's (deputized only) enforcement of laws and officers shall not enforce any rules and regulations that are not otherwise violations of the law, as determined by the Escort Officer and the Sheriff. Each Escort Officer shall be subject to, and shall abide by, all Fulton County and Fulton County Sheriff's Office rules and regulations as well as complying with all local, state and federal laws.

Neither Service Provider nor the Sheriff has the right and neither shall seek to exercise any control over the other Party, its employees, its officers or its agents. Service Provider will decide and direct which Escort Officers it shall assign, at what times, and to which facility to provide services. Service Provider shall be solely responsible for any applicable employee wages, timesheets, payroll deductions, federal and state taxes, unemployment compensation contributions, social security taxes, and benefits of its employees.

The Parties hereby agree that when rendering services at Fulton County jail facilities, Escort Officers shall act solely as the agents of Service Provider, unless they interrupt said services to discharge their public duties as law enforcement officers and attend to emergencies and other exigent circumstances outside the scope of this paragraph, for which Service Provider shall maintain no control over, nor liability for whatsoever. Any liability, associated risks, claims and/or damages related to the safety, security and cleanliness of the Fulton County jail facilities shall be the sole responsibility of the Fulton County Sheriff's Office.

- III. Article 10, Compensation, Exhibit E shall be deleted and replaced with the attached Exhibit E which provides, effective July 31, 2023, additional compensation for Service Provider to add staff and deploy IT infrastructure to support the reopening of the South Annex.

- IV. Article 11, Personnel and Equipment, Paragraph 11.4 shall be deleted and replaced with the following:

11.4 Service Provider will provide medical, dental, technical, and support personnel necessary for the staffing of Inmate Medical Services as described in and as required by this Agreement. Service Provider shall provide staffing as described in Schedule 1 of this Agreement, attached hereto and incorporated herein by reference. The Parties mutually agree that the ADP is three thousand three hundred (3,300) and is applicable to the County's inmate patient population physically housed in the Fulton County jail at Rice Street, Atlanta City Detention Center ("ACDC"), Alpharetta jail, and South Annex. If the ADP either exceeds three thousand five hundred (3,500) or is below three thousand one hundred (3,100) for at least two (2) consecutive months, then Parties hereby agree to meet and confer to establish new staffing levels and adjust compensation accordingly. Furthermore, should Service Provider be required to provide additional staffing not set forth within this Agreement as a result of any Court Order, Consent Decree, or otherwise, County shall be responsible for payment to Service Provider for any costs associated with same.

- V. Schedule 1, Staffing Levels, set forth in Amendment No. 3 shall be deleted and replaced with the attached Schedule 1, Staffing Levels.

This Amendment is effective July 31, 2023.

Except as modified herein, all other terms and conditions set forth within the Agreement and any Amendment thereto, unless otherwise modified accordingly, shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment 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

SERVICE PROVIDER:
NAPHCARE OF FULTON COUNTY, LLC

Robert L. Pitts, Chairman
Board of Commissioners

Bradford T. McLane
Chief Executive Officer

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Patrick Labat, Sheriff
Fulton County Sheriff's Office

**EXHIBIT E
COMPENSATION**

NaphCare Amended Pricing			Monthly
Year 6	1/1/2023 – 6/30/2023	Fifth Renewal Term	\$ 2,225,496.33
Year 6	1/1/2023 – 6/30/2023	MHSU	\$ 36,679.81
Year 6	1/1/2023 – 6/30/2023	Contract Total	\$ 2,262,176.14
Amendment No. 3 Pricing (effective 7/1/23)		6% COLA/ Revised ADP (3,300)	\$ 181,821.45
		HIV Medication (Pass Through)	\$ (300,000.00)
		Staffing Compensation (Hardship)	\$ 146,416.67
		Amended Staffing (4.6 FTEs)	\$ 58,333.33
		NaphCare Security Force (8.4 FTEs)	\$ 156,666.67
		6% COLA - MHSU	\$ 2,195.19
Amendment No. 4 Pricing (effective 7/31/23)		South Annex	\$ 181,315.70
		NaphCare Security Force (1.0 FTE for the ACDC)	\$ 18,750.00
Total			\$ 2,707,675.14
IT Equipment Refresh - One Time Expense - Amendment No. 3			\$ 440,000.00
Estimated Annual Medication Pass Through Costs*			\$ 5,224,704.00
Estimated Annual Medication Shipment Pass Through Costs*			\$ 261,235.20

*** Please note, these are estimated costs and will need to be revisited each year to determine actual costs and trends in medication need and use to accurately set the budget for these items.**

NaphCare Amended Pricing			Annual (Partial)	Monthly
Amended Year 6	7/1/2023 - 7/31/2023	Fifth Renewal Term	\$ 2,507,609.44	\$ 2,507,609.44
Amended Year 6	8/1/2023 - 12/31/2023	Fifth Renewal Term	\$ 13,538,375.69	\$ 2,707,675.14
Amended Year 7	1/1/2024 – 12/31/2024	Sixth Renewal Term	\$ 33,791,785.73	\$ 2,815,982.14
Amended Year 8	1/1/2025 – 12/31/2025	Seventh Renewal Term	\$ 35,143,457.16	\$ 2,928,621.43
Amended Year 9	1/1/2026 – 12/31/2026	Eighth Renewal Term	\$ 36,549,195.45	\$ 3,045,766.29
Amended Year 10	1/1/2027 – 12/31/2027	Ninth Renewal Term	\$ 38,011,163.26	\$ 3,167,596.94

SCHEDULE 1—STAFFING LEVELS

Fulton County, GA NaphCare Staffing				
Positions	Current	South Annex	Additional Security	Total
Administrative Assistant	3.000	1.000		4.000
Associate HSA	2.000	Will Cover Part-Time		2.000
Associate Mental Health Director	1.000			1.000
Dental Assistant	2.200			2.200
Dentist	2.200			2.200
Director of Nursing	1.000			1.000
Health Services Administrator	1.000			1.000
Infectious Disease Physician	0.200			0.200
Licensed Practical Nurse	53.400			53.400
Medical Assistant	17.800	2.100		19.900
Medical Director	1.000			1.000
Medical Records Clerk - Site	3.000			3.000
Mental Health Director	1.000			1.000
Asst. Mental Health Director	1.000			1.000
Mental Health Clinician (MHSU)	3.000			3.000
Mental Health Discharge (MHSU)	1.000			1.000
Mental Health Professional	14.200	1.400		15.600
Nurse Practitioner	16.250	0.800		17.050
OB GYN - MD	0.200			0.200
Paramedic	4.200			4.200
Paramedic Educator	1.000			1.000
Pharmacy Technician	2.000			2.000
Physician	1.000			1.000
Physician Assistant	1.000			1.000
Psych Nurse Practitioner	4.000			4.000
Psychiatrist	1.000			1.000
Reentry Coordinator	1.000			1.000
Registered Nurse	21.900	8.400		30.300
RN Supervisor	4.200	2.100		6.300
Staff Physician	1.000			1.000
Escort Officers	8.400		1.000	9.400
Grand Total	175.150	15.800	1.000	191.950



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0831

Meeting Date: 11/15/2023

Department

Sheriff

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

Request approval to renew an existing contract - Sheriff's Office, 17RFP07012016B-BR, Inmate Medical Services with NaphCare, Inc. (Birmingham, AL) in the amount of \$33,791,785.73 to provide physical and mental health services to inmates at the Fulton County Jail and other locations in addition to the annual medication pass through costs estimated not to exceed \$5,500,000.00. This action exercises the sixth of nine renewal options. Three 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 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: This contract provides comprehensive correctional physical and mental health services to inmates at the Fulton County Jail, Marietta Annex, South Fulton Municipal Regional Jail, and any other jail facility as determined by the Fulton County Sheriff's Office

Community Impact: There is no community impact.

Department Recommendation: The Sheriff's Office recommends approval.

Project Implications: There are no project implication.

Community Issues/Concerns: None of the knowledge of the Sheriff's Office.

Department Issues/Concerns: None

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	17-0934	11/15/2017	\$20,730,349.08
1st Renewal/Amendment No.1	18-1006	12/19/2018	\$21,559,563.04
Amendment No. 2	19-0610	8/7/2019	\$440,157.73
2 nd Renewal	19-0839	10/16/2019	\$24,181,655.29
3rd Renewal	20-0743	10/21/2020	\$25,131,315.19
4 th Renewal	21-0955	12/1/2021	\$26,118,961.49
5 th Renewal	22-0675	9/21/2022	\$27,146,113.64
Amendment No. 3	23-0831	6/7/2023	\$4,786,187.20
Amendment No. 4			\$1,200,394.20
6 th Renewal			\$33,791,785.73
Total Revised Amount			\$185,086,482.59

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

Contract Value: \$33,781,785.73

Prime Vendor: NaphCare
Prime Status: Non-Minority
Location: Birmingham, AL
County: Jefferson County
Prime Value: \$32,646,244.19 or 96.61%

Subcontractor: CharDonnay Dialysis, Inc.
Subcontractor Status: White Female Business Enterprise Non-Certified
Location: Danville, IL
County: Vermillion County
Contract Value: \$168,958.93 or 0.50%

Subcontractor: Bio-Reference Laboratories, Inc.

Subcontractor Status: Non-Minority
Location: Elmwood Park, NJ
County: Passaic County
Contract Value: \$527,151.86 or 1.56%

Subcontractor: Global Diagnostic
Subcontractor Status: African American Male Business Enterprise Certified
Location: Conyers, GA
County: Rockdale County
Contract Value: \$439,293.21 or 1.30%

Subcontractor: Institutional Eye Care
Subcontractor Status: Non-Minority
Location: Lewisburg, PA
County: Union County
Contract Value: \$10,137.54 or 0.03%
Total Contract Value: \$33,781,785.73 or 100.00%
Total Certified Values: \$608,252.14 or 1.80%

Exhibits Attached

Exhibit 1: Contract Renewal Agreement

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

Monica Jones, Financial Director, Sheriff's Office, 404-612-6011

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$20,730,349.08
Previous Adjustments: \$130,564,347.78
This Request: \$33,791,785.73
TOTAL: \$185,086,482.59

Grant Information Summary

Amount Requested: N/A ☐ Cash
Match Required: N/A ☐ In-Kind

Agenda Item No.: 23-0831

Meeting Date: 11/15/2023

Start Date: N/A

☐ Approval to Award

End Date: N/A

☐ Apply & Accept

Match Account \$: N/A

Fiscal Impact / Funding Source

Funding Line 1:

100-330-3302-1158: General Fund, Sheriff's Office, Medical Services - \$33,791,785.73

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment: N/A	Renewal/Extension Terms: N/A

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/1/2023

Report Period End:
9/30/2023



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Sheriff's Office

BID/RFP# NUMBER: 17RFP07012016B-BR

BID/RFP# TITLE: Inmate Medical Services

ORIGINAL APPROVAL: November 15, 2017

RENEWAL EFFECTIVE DATES: January 1, 2024 through December 31, 2024

RENEWAL OPTION #: 6 OF 9

NUMBER OF RENEWAL OPTIONS: 9

RENEWAL AMOUNT: \$33,791,785.73

COMPANY'S NAME: NaphCare of Fulton County, LLC.

ADDRESS: 2090 Columbiana Road, Suite 4000

CITY: Birmingham

STATE: Alabama

ZIP: 35126

This Renewal Agreement No. 6 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

NAPHCARE, INC.

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

**James S. McLane
Chairman of the Board**

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’s Office**

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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

Performance Evaluation Details

ID	E3
Project	Inmate Medical Services
Project Number	17RFP07012016B-BR
Supplier	NaphCare
Supplier Project Contact	Paul Britt (preferred language: English)
Performance Program	Professional Services
Evaluation Period	07/01/2023 to 09/30/2023
Effective Date	11/06/2023
Evaluation Type	Formal
Interview Date	11/02/2023
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	11/06/2023 07:55 AM EST
Completion Date	11/06/2023 07:55 AM EST
Evaluation Score	75

Related Documents

Related Documents	Size	Uploaded Date
Fulton County Naphcare Provider.msg -msgf	173 Kb	11/02/2023 01:06 PM EDT
2308 GA Fulton Staffing Report.pdf -pdff	37 Kb	11/02/2023 01:06 PM EDT
Correctional Management Review.pdf -pdff	428 Kb	11/06/2023 07:52 AM EST

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

10/20

Rating

Needs Improvement: Above average number of issues with deliverables; re-submission of reports and/or deliverables may have been necessary.

Comments

Lack of adequate physician coverage at the Fulton County Jail (see "Fulton County NaphCare Provider" file) during a time period when the medical director was separated from NaphCare's employment. Ongoing staffing issues (see "2308 GA Fulton Staffing Report" file for an example).

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

Although generally cooperative and collaborative, NaphCare refused to cooperate with an external audit that was requested by the client (see "Correctional Management Review" file).

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.: 23-0788

Meeting Date: 11/15/2023

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

Request approval of a Resolution consenting to and ratifying the use of Fulton County AD Valorem Property Tax Increment for two projects located in Westside Tax Allocation Bond District Number 1 - Atlanta/Westside. **(Barrett) (HELD ON 11/1/23)**

1 **A RESOLUTION CONSENTING TO AND RATIFYING THE USE OF**
2 **FULTON COUNTY AD VALOREM PROPERTY TAX INCREMENT FOR**
3 **TWO PROJECTS LOCATED IN WESTSIDE TAX ALLOCATION BOND**
4 **DISTRICT NUMBER 1 - ATLANTA/WESTSIDE.**

5
6 **WHEREAS**, pursuant to the Redevelopment Powers Law (O.C.G.A. § 36-44-1, *et seq.*, as
7 amended), the City of Atlanta (the “City”), pursuant to Resolution No. 92-R-1575 adopted by the
8 Atlanta City Council (the “City Council”) on December 7, 1992 and approved by the Mayor of the
9 City (the “Mayor”) on December 15, 1992, (i) created the Techwood Park Urban Redevelopment Area
10 and Tax Allocation District Number One - Atlanta/Techwood Park (the “Techwood Redevelopment
11 Area”), (ii) adopted the Techwood Park Urban Redevelopment Plan (the “Techwood Redevelopment
12 Plan”), and (iii) created Tax Allocation District Number One - Atlanta/Techwood Park (the “Techwood
13 TAD”); and
14

15 **WHEREAS**, pursuant to Resolution No. 98-R-0777, adopted by the City Council on July 6,
16 1998 and approved by the Mayor on July 13, 1998, as amended (the “Westside Resolution”), the City,
17 among other matters, (i) renamed the Techwood Redevelopment Area as The Westside Redevelopment
18 Area and Tax Allocation Bond District (Tax Allocation District Number 1, as Amended -
19 Atlanta/Westside) (the “Westside Redevelopment Area”), (ii) renamed the Techwood Redevelopment
20 Plan as The Westside Redevelopment Plan and Tax Allocation Bond District (Tax Allocation District
21 Number 1, as Amended - Atlanta/Westside) (the “Westside Redevelopment Plan”), (iii) amended the
22 Techwood TAD and established The Westside Tax Allocation Bond District Number 1, As Amended
23 - Atlanta/Westside (the “Westside TAD”), and (iv) expanded the boundaries of the Westside TAD so
24 as to include certain distressed and vacant properties; and
25

26 **WHEREAS**, the City appointed The Atlanta Development Authority d/b/a Invest Atlanta as
27 its redevelopment agent (the “Redevelopment Agent”) pursuant to the Redevelopment Powers Law for
28 the purpose of implementing the redevelopment initiatives set forth in the Westside Redevelopment
29 Plan; and
30

31 **WHEREAS**, pursuant to Resolution No. 98-1452, adopted on November 18, 1998, as amended
32 by Resolution No. 05-0851 adopted on July 20, 2005 and Resolution No. 08-1010 adopted on
33 December 17, 2008 (collectively, the “County Resolution”), the Board of Commissioners of Fulton
34 County consented to the inclusion of its ad valorem property taxes in the computation of the tax
35 allocation increment for the Westside TAD, with certain conditions, through December 31, 2038; and

36 **WHEREAS**, pursuant to the County Resolution, projects financed after December 31, 2018
37 with Fulton County *ad valorem* property tax increment generated within the Westside TAD shall be
38 subject to review by the County regarding the terms of its participation in the redevelopment efforts of
39 the Westside TAD; and

40 **WHEREAS**, the Redevelopment Agent has requested that the Board of Commissioners
41 consent to and ratify the use of Fulton County *ad valorem* property tax increment to fund three projects
42 approved by its Board of Directors, located in the Westside TAD: (i) a \$2,500,000.00 grant to the
43 Herndon Homes Developer, LLC from the Westside TAD Ascension Fund to provide certain gap
44 construction financing for a multiphase, multiuse development known as “Herndon Square,” located at 510
45 Cameron Madison Alexander Blvd. NW, Atlanta, Georgia 30318; (ii) a \$2,000,000.00 grant to The
46 Salvation Army, Inc., from the Westside TAD Ascension Fund to expand and develop a transitional housing

47 and workforce development complex known as “The Salvation Army Center of Hope” located at 469
48 Marietta Street NW, Atlanta, Georgia 30314; and (iii) a \$2,000,000.00 grant to II Simpson Affordable
49 Housing, LP from the Westside TAD Ascension Fund to construct, install, and equip a multifamily housing
50 development known as “The Simpson,” located at 810 and 840 Joseph E. Boone Blvd., Atlanta, Georgia
51 30314 (also referred to in the documentation as 810 and 140 Joseph E. Boone Blvd.); which will ultimately
52 lead to affordable multifamily housing (collectively the “Projects”) as further described in the Resolutions
53 of the Redevelopment Agent and accompanying Fact Sheets attached collectively as Exhibit A and
54 incorporated herein by reference; and
55

56 **WHEREAS**, the Board of Commissioners finds that it is in the public interest to consent to
57 and ratify the use of Fulton County *ad valorem* property tax increment to fund such projects.
58

59 **NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of Fulton County,
60 Georgia, that two Westside Tax Allocation District Grants approved by the Redevelopment Agent on
61 September 21, 2023: (i) a Grant not to exceed Two Million Five Hundred Thousand Dollars
62 (\$2,500,000) to assist in the construction, installation, and equipping of the a multiphase, multiuse
63 development located at 510 Cameron Madison Alexander Blvd. NW, Atlanta, Georgia 30318 known
64 at “Herndon Square,” and (ii) a Grant not to exceed Two Million Dollars (\$2,000,000) to assist in the
65 construction, installation, and equipping of workforce development complex located at 469 Marietta
66 Street NW, Atlanta, Georgia 30314 known as “The Salvation Army Center of Hope; and that Grant
67 approved by the Redevelopment Agent on November 17, 2022 (iii) a Grant not to exceed Two Million
68 Dollars (\$2,000,000) to assist in the construction, installation, and equipping of a multifamily housing
69 development located at 810 and 840 Joseph E. Boone Blvd., Atlanta, Georgia 30314 (also referred to
70 in the documentation as 810 and 140 Joseph E. Boone Blvd.) known as “The Simpson,” which will
71 ultimately lead to affordable multifamily housing, are hereby ratified, approved, and consented to
72 pursuant to and in accordance with the County Resolution.
73

74 **BE IT FURTHER RESOLVED**, that all provisions of the County Resolution shall remain in
75 full force and effect.
76

77 **BE IT FURTHER RESOLVED**, that any act consistent with the authority of this Resolution
78 and taken prior to the effective date of this Resolution is hereby ratified and confirmed.
79

80 **BE IT FURTHER RESOLVED**, that any and all resolutions or parts of resolutions in conflict
81 with this Resolution shall be and the same hereby are rescinded.
82

83 **BE IT FINALLY RESOLVED**, that this Resolution shall be in full force and effect
84 immediately upon its adoption.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia,
this ____ day of November, 2023.

FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

Commissioner Dana Barrett (District 3)

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

ATLANTA DEVELOPMENT AUTHORITY

Herndon Square – Infrastructure Improvements

Approval of Westside TAD Grant



Summary To approve a Westside TAD grant in an amount not to exceed \$2.5M to aid in the completion of critical infrastructure needed to support the multi-phased residential and commercial development of Herndon Square.

Funding Source Westside TAD

Location 510 Cameron Madison Alexander Blvd NW, Atlanta, GA 30318

Council District: 3 **NPU:** L
APS District: 2 **Fulton County District:** 6

Construction Period 27-months

Type Multifamily/Mixed Used

Ownership Entity Herndon Homes Developer, LLC

Developer Hunt Companies, Pennrose LLC & Atlanta Housing

Amenities Vehicular and pedestrian friendly public safety enhancements, and connectivity to the broader surrounding community including the expansion of Science Square.

Description

Herndon Square is a multi-phased, mixed-use development that at completion will contain 97 units of senior housing, 379 units of multifamily residential, and 32 townhomes. The site also includes 30,000 sq.ft. of commercial retail space, which is expected to house a neighborhood grocery store to provide fresh food access to the neighborhood. Current negotiations with the grocer indicate that the infrastructure build-out described herein to be completed by the developer is critical to ensure the project’s feasibility. The remaining 10,000 sq.ft will be used as a STEAM workforce development hub.

Underpinning the development of the master planned site are several critical infrastructure improvements which account for approximately \$8M in construction costs across all phases of the project. Westside TAD funds will directly aid in the infrastructure improvements to accommodate the site requirements of multifamily phases II and III and the anchor commercial development. Key features include extending the site’s north/south and east/west interior streets, closing access to a portion of John Street; and installing a deceleration turning lane along Northside Drive to serve the creation of a new entrance and exit at Northside Drive and Herndon Square Ave. These infrastructure improvements are designed to enhance vehicular safety coming from Northside Drive and will bring pedestrian safety throughout the interior of the site. Lastly, the project will also install lighting improvements completed by GA Power and will create pedestrian pathways throughout the site that will connect to the adjacent Science Square mixed-use development currently under construction immediately north of the site.

ATLANTA DEVELOPMENT AUTHORITY
Herndon Square – Infrastructure Improvements
Approval of Westside TAD Grant



Development Budget

Sources

Equity	\$5,506,876
Westside TAD	\$2,500,000
Total Sources	\$8,006,876

Uses

Hard Costs	\$6,371,607
Soft Costs	\$1,635,269
Total Uses	\$8,006,876

Relationship
Summary

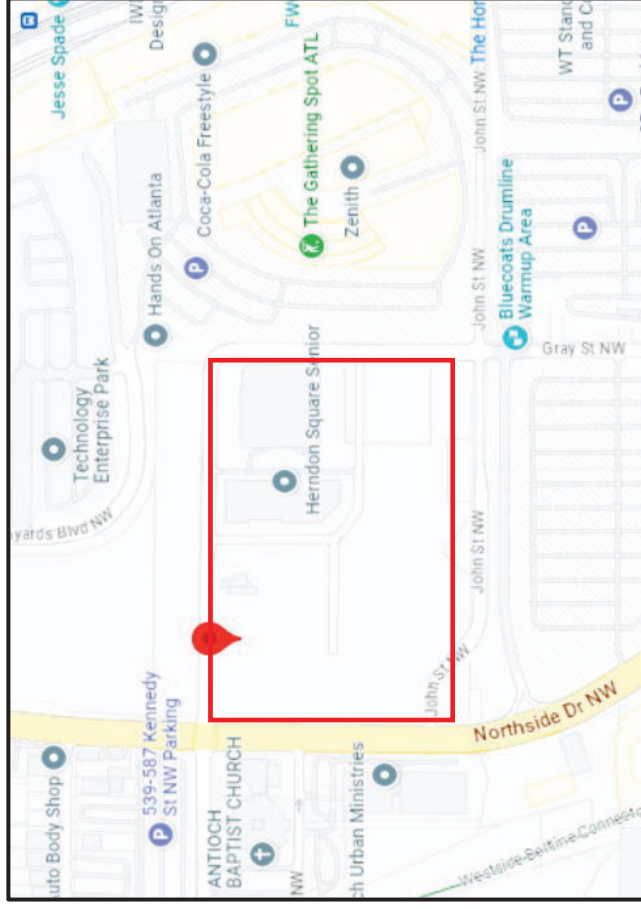
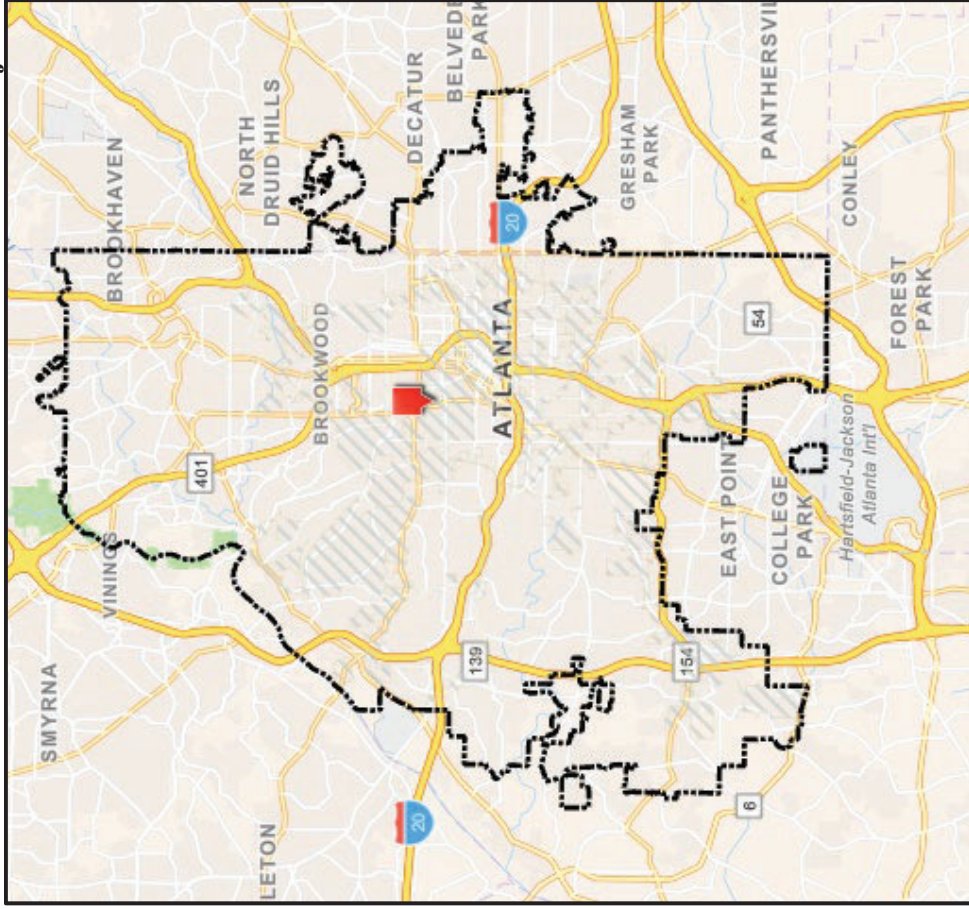
2023 Bond Resolution - Herndon Square II – \$41.5MM tax-exempt bond financing to develop 204-units of multifamily housing.

2022 Closed - McAuley Park closed – \$26MM tax-exempt bond financing and \$4MM Eastside TAD grant to develop 170-unit multifamily housing.

2021 Closed - Haven at South Atlanta closed – \$1.2MM housing opportunity bond financing to developer 84-unit multifamily housing.

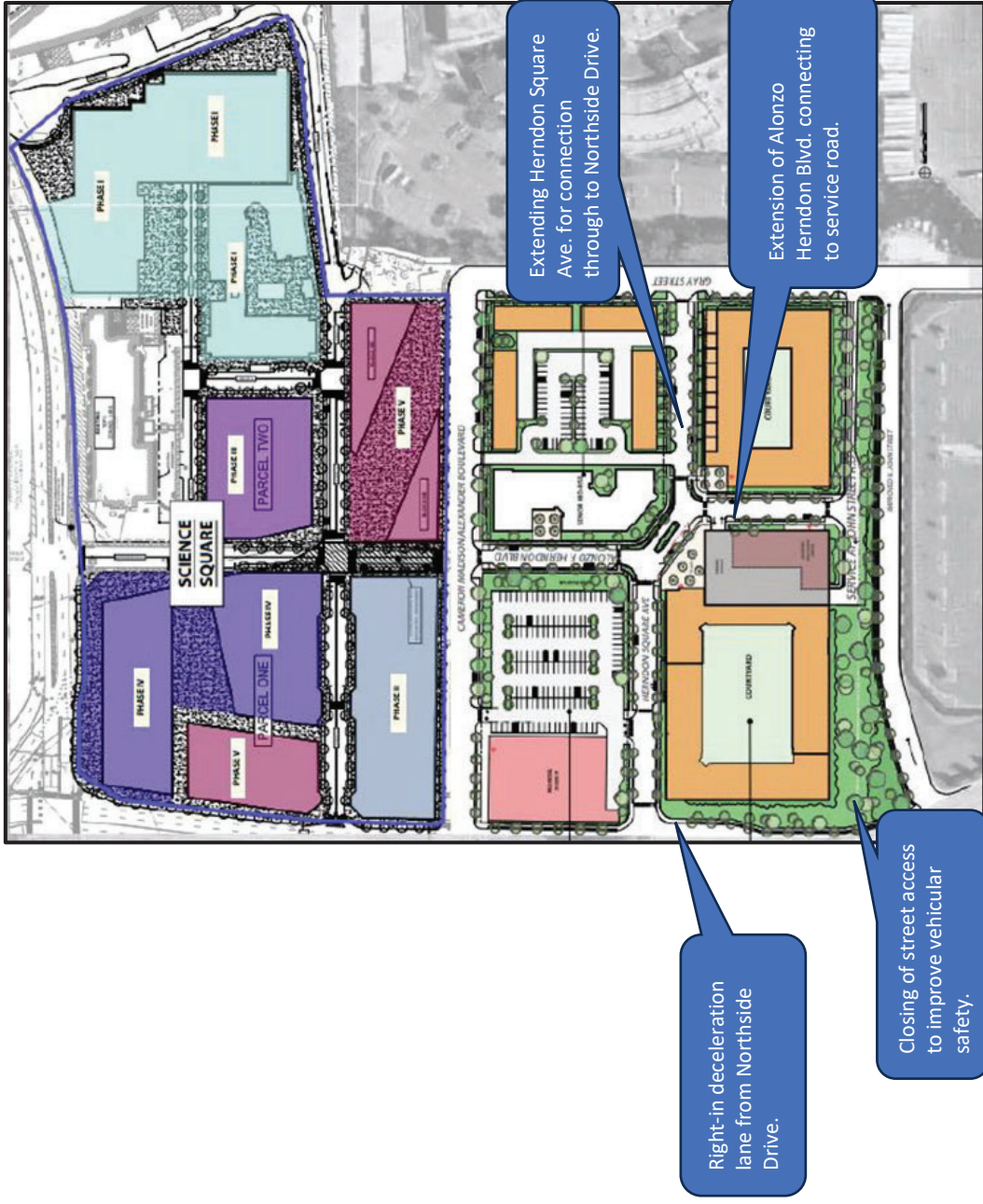
2019 Closed - Herndon Square – \$12.6MM tax-exempt bond financing to develop 97-units of senior housing.

Project Location Map



An aerial view of the Atlanta-Fulton County Stadium area. The stadium is a large, light-colored, semi-circular structure with a dark roof. To its left is a large parking lot with several blue 'P' markers. To the right of the stadium is a large, rectangular building with a flat roof. The area is surrounded by roads, including John St NW and Gray St NW. Various landmarks are labeled with blue pins and text: 'Hands On Atlanta' (blue pin), 'Coca-Cola Freestyle' (blue pin), 'Performies' (blue pin), 'The Gathering Spot ATL' (green pin), 'Zenith' (blue pin), 'FWC Space' (blue pin), 'The Honey Pot Com' (blue pin), 'WT Standard Autom and Collision - A' (blue pin), 'SP+ Parking' (blue pin), 'Bluecoats Drumline Warmup Area' (blue pin), 'Gray St NW' (text), 'John St NW' (text), 'Hamdon Square Senior' (blue pin), 'Northside Dr NW' (text), 'Westley on the Beltline' (text), 'Google Yellow' (text), and 'IRCH' (text).

Site Plan



ATLANTA DEVELOPMENT AUTHORITY
 Herndon Square – Infrastructure Improvements
 Approval of Westside TAD Grant

Conceptual Design



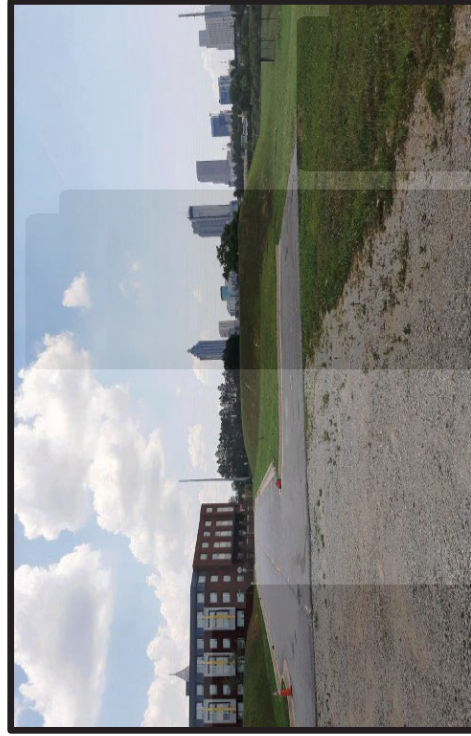
Existing Photos



John Street, street closure.



New road access. Right-in deceleration lane onto Herndon Square Ave.



Views of Phase III development site.



RESOLUTION OF THE BOARD OF DIRECTORS OF THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA AUTHORIZING A GRANT FROM THE WESTSIDE TAX ALLOCATION DISTRICT ("WESTSIDE TAD") TO HERNDON HOMES DEVELOPER, LLC, IN AN AMOUNT NOT TO EXCEED \$2,500,000 TO ASSIST IN FUNDING THE COMPLETION OF CRITICAL INFRASTRUCTURE FOR A MIXED-USE DEVELOPMENT KNOWN AS "HERNDON SQUARE," TO INCLUDE SENIOR HOUSING, MULTIFAMILY RENTAL UNITS, TOWNHOMES, AND COMMERCIAL RETAIL SPACE LOCATED AT 510 CAMERON MADISON ALEXANDER BLVD. NW, ATLANTA, GEORGIA AND SURROUNDING PARCELS; AUTHORIZING THE NEGOTIATION, EXECUTION, AND DELIVERY OF DOCUMENTS IN CONNECTION WITH THE PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, the Atlanta Development Authority d/b/a Invest Atlanta ("Invest Atlanta") has been duly created and is existing under and by virtue of the Constitution and the laws of the State of Georgia (the "State"), in particular, the Development Authorities Law of the State (O.C.G.A. §36-62-1 *et seq.*, as amended) and an activating resolution of the City Council of the City of Atlanta, Georgia (the "City"), duly adopted on February 17, 1997, and approved by the Mayor of the City on February 20, 1997, and is now existing and operating as a public body corporate and politic of the State; and

WHEREAS, to encourage the redevelopment of the western downtown area of the City, the City Council, by City Resolution 98-R-0777 (amending Resolution 92-R-1575), adopted on July 6, 1998 and approved by the Mayor on July 15, 1998, as amended (the "Westside TAD Resolution"), *inter alia*: (i) created "The Westside Redevelopment Area and Tax Allocation Bond District (Tax Allocation District Number 1, As Amended – Atlanta/Westside)" (the "Westside TAD"), (ii) adopted "The Westside Redevelopment Plan and Tax Allocation Bond District (Tax Allocation District Number 1, As Amended – Atlanta/Westside)" (the "Westside TAD Redevelopment Plan") and (iii) designated Invest Atlanta as the City's Redevelopment Agency, all as provided for under Redevelopment Powers Law, O.C.G.A. §36-44-1, *et seq.*, as amended (the "Act"); and

WHEREAS, the City appointed Invest Atlanta as the City's redevelopment agency pursuant to the Act to implement the redevelopment initiatives set forth in the Westside TAD Redevelopment Plan, and for other purposes; and

WHEREAS, Herndon Homes Developer, LLC, a Georgia limited liability company (the "Owner") or a related entity, intends develop a multiphase, multiuse development known as "Herndon Square," to include multifamily rental housing units, senior housing, townhomes, commercial retail space, and a STEAM workforce development hub located at 510 Cameron Madison Alexander Blvd. NW, Atlanta, Georgia 30318, and surrounding parcels (the "Project"); and

WHEREAS, the Board of Directors of Invest Atlanta previously approved tax-exempt bond financing Project funding for Herndon Square Phases I and II on October 17, 2019 and August 24, 2023; and

WHEREAS, several critical infrastructure improvements are needed across all phases of the Project, including the extension of interior streets and the creation of safe pedestrian access points to the Project account for outstanding construction costs; and

WHEREAS, the Owner has applied for a grant from the Westside TAD Fund to provide certain gap construction financing for the Project; and

WHEREAS, after thoroughly reviewing the application, Invest Atlanta staff recommends awarding a Westside TAD Grant to the Owner; and

WHEREAS, now desires to approve a Westside TAD Grant from the special fund to the Owner for the Project in an aggregate amount not to exceed Two Million Five Hundred Thousand Dollars and No/100 (\$2,500,000).

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of Invest Atlanta, and it is hereby resolved by the authority of the same as follows:

Section 1. **Authority.** This Resolution is adopted pursuant to the Development Authorities Law of Georgia (O.C.G.A. §36-62-1, *et seq.*, as amended), and other applicable provisions of law.

Section 2. **Approval of Funding of the Project.** Invest Atlanta hereby authorizes and approves the funding of a grant to the Project from the Westside TAD Ascension Fund in an amount not to exceed Two Million Five Hundred Thousand Dollars and No/100 (\$2,500,000) (the "Project Allocation") to assist in funding the construction, installation, and equipping of the Project, subject to certain conditions being met by the Owner, Herndon Homes Developer, LLC, or a related entity, which conditions will be outlined in a commitment letter or other document from Invest Atlanta to the Owner. If for any reason the closing on the grant of the Project Allocation does not occur within twenty-four (24) months of the date of this Resolution, the Project Allocation shall be automatically withdrawn, subject to any administrative extension by the President/CEO or Executive Vice President/COO, in his or her discretion, for good cause shown by the Owner.

Section 3. **Approval to Negotiate, Execute and Deliver the Grant Agreement.** Invest Atlanta hereby authorizes the Chair, Vice Chair or President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta to negotiate, execute, and deliver all necessary documents between Invest Atlanta and any other party, including the Owner, to consummate the grant of the Project Allocation, which documents shall be in forms deemed satisfactory to the President/CEO and General Counsel of Invest Atlanta.

Section 4. **General Authority.** It is hereby ratified and approved that the President/CEO, Executive Vice President/COO, General Counsel and any other proper officers, members, agents and employees of Invest Atlanta are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Resolution and are further authorized to take any and all further actions and execute and deliver any and all other certificates, papers, and documents as may be necessary or desirable to effect the actions contemplated by this Resolution. Such other certificates, papers, and documents shall be in such form and contain such terms and conditions as may be approved

by the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta, and the execution of such other certificates, papers and documents by the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta as herein authorized shall be conclusive evidence of any such approval. The Secretary or any Assistant Secretary of Invest Atlanta is hereby authorized to attest the signature of the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta and impress, imprint or otherwise affix the seal of Invest Atlanta on any of the certificates, papers and documents executed in connection with this Resolution, but shall not be obligated to do so, and the absence of the signature of the Secretary or Assistant Secretary or Invest Atlanta's seal on any such other certificates, papers, and documents shall not affect the validity or enforceability of Invest Atlanta's obligations thereunder. A facsimile or electronic signature will constitute an original signature for all purposes.

Section 5. **Actions Approved and Confirmed**. It is hereby ratified and approved that all acts and doings of the officers, employees, or agents of Invest Atlanta whether done before, on or after the date of adoption of this Resolution which are in conformity with the purposes and intents of this Resolution shall be, and the same hereby are, in all respects approved, ratified, and confirmed.

Section 6. **Partial Invalidity**. If any one or more of the provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining agreements and provisions and shall in no way effect the validity of any of the other agreements and provisions hereof.


Section 7. **Conflicts**. All resolutions or parts thereof of Invest Atlanta in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 8. **Effective Date**. This Resolution shall take effect immediately upon its passage.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Adopted and approved this 21st day of September, 2023.

**THE ATLANTA DEVELOPMENT
AUTHORITY D/B/A INVEST ATLANTA**

By: 
Vice Chair

Attest:

Assistant Secretary



SECRETARY'S CERTIFICATE

I, the undersigned, a duly appointed, qualified and acting Assistant Secretary of The Atlanta Development Authority d/b/a Invest Atlanta ("Invest Atlanta"), do hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of a Resolution adopted on September 21st, 2023, by the members of the Board of Directors of Invest Atlanta in a meeting duly called and assembled, after due and reasonable notice was given in accordance with applicable laws and with the procedures of Invest Atlanta, by a vote of a majority of the directors present and voting, which meeting was open to the public and at which a quorum was present and acting throughout and that the original of the foregoing Resolution appears of public record in the Minute Book of Invest Atlanta, which is in my custody and control.

I further certify that such Resolution has not been rescinded, repealed, or modified.

Given under my signature and seal of Invest Atlanta, this 21st day of September, 2023.



Assistant Secretary

[SEAL]



ATLANTA DEVELOPMENT AUTHORITY

The Salvation Army Center of Hope

Approval of Westside TAD Ascension Fund Grant



Summary	To approve a Westside TAD Ascension Fund grant in an amount not to exceed \$2M to aid in the expansion and development of the Salvation Army Center of Hope transitional housing and workforce development complex.	
Funding Source	Westside TAD	
Location	469 Marietta Street, NW, Atlanta, GA 30314 Council District: 4 NPU: M APS District: 2 Fulton County District: 6	
Timeline	12-months	
Type	Homeless Shelter & Transitional Living Facility Workforce Development Center	
Ownership Entity/ Developer	The Salvation Army, a Georgia Corporation	

Development Budget			
Sources			
Equity (pledged donations)			\$9,890,000
Bridge Loan (estimated)			\$12,270,665
New Market Tax Credits (estimated)			\$5,400,000
Westside TAD			\$2,000,000
Total Construction Sources			\$29,560,665

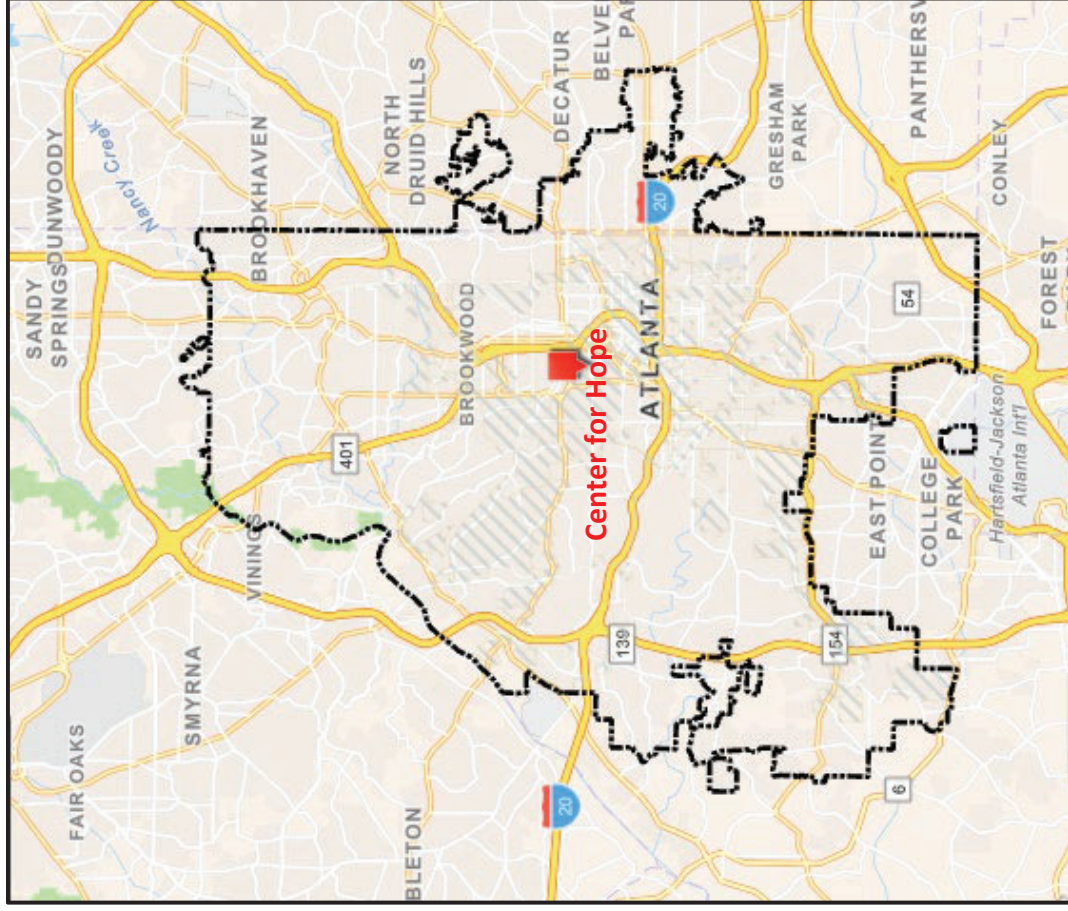
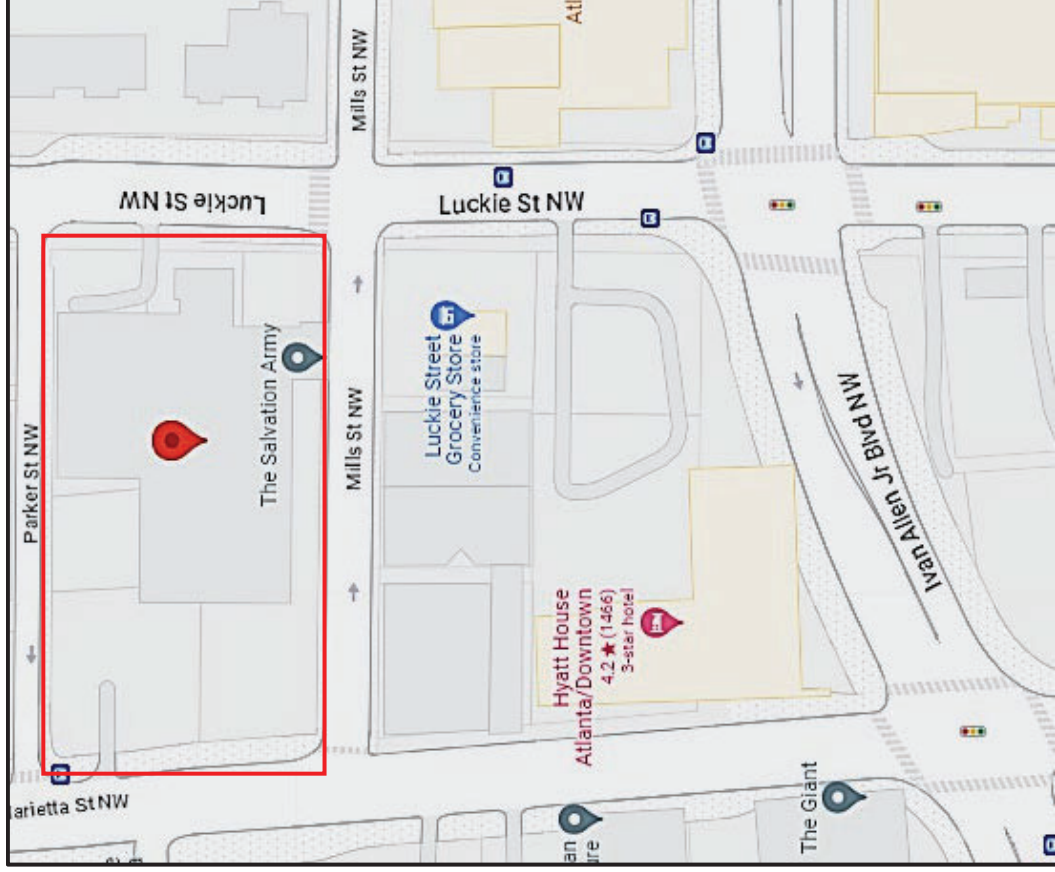
Uses			
Hard Costs			\$22,996,565
Soft Costs			\$1,873,333
Contingency			\$2,502,190
Financing			\$294,000
FFE			\$1,894,577
Total Uses			\$29,560,665

Description

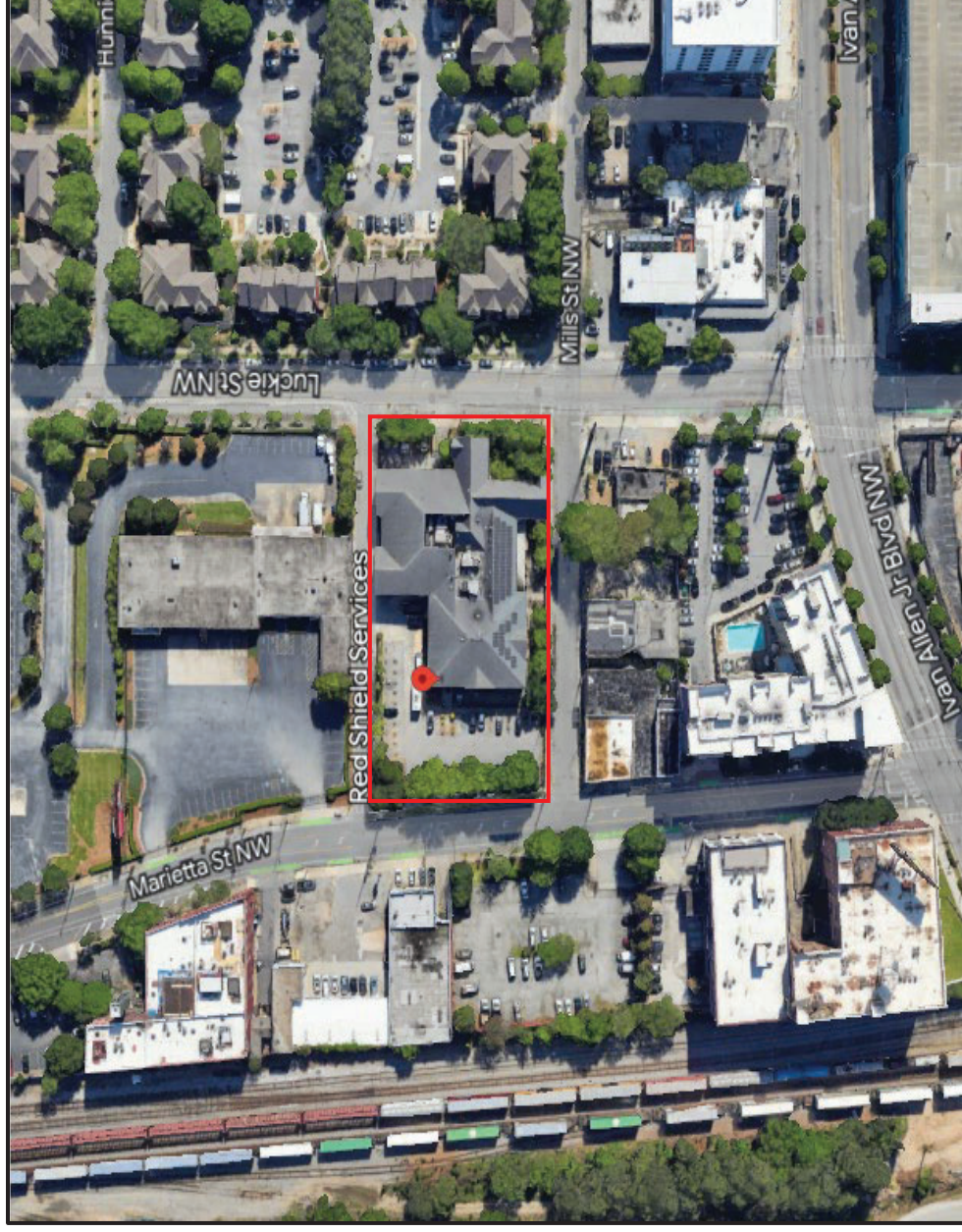
To better support the urgent needs of the city’s most vulnerable population, the Salvation Army has launched its capital campaign, *HOPE with Dignity*, in an effort to raise funds to transform the organization’s current homeless shelter facility (Red Shield Services) into a new, expanded Center of Hope. The current facility is about 45,875 sq.ft. and the new facility will double the size of the existing shelter to 98,000sq.ft. This addition will house the Salvation Army’s emergency and transitional living shelter facility, which will create 116 units to increase its number of beds from 321 to 437. New units consist of two floors of individualized living spaces and two floors of dormitory beds for male residents.

The project will also house an education and workforce development training center that will allow the Salvation Army to continue offering vital services to residents, which include housing solutions, emergency assistance programs, and other specialized programs supporting veteran services, substance recovery, re-entry services and financial education. The Education & Workforce Development Center features six classrooms, a computer lab, and several informal collaboration and study areas. Construction of the new campus is expected to start in Q1 of 2024.

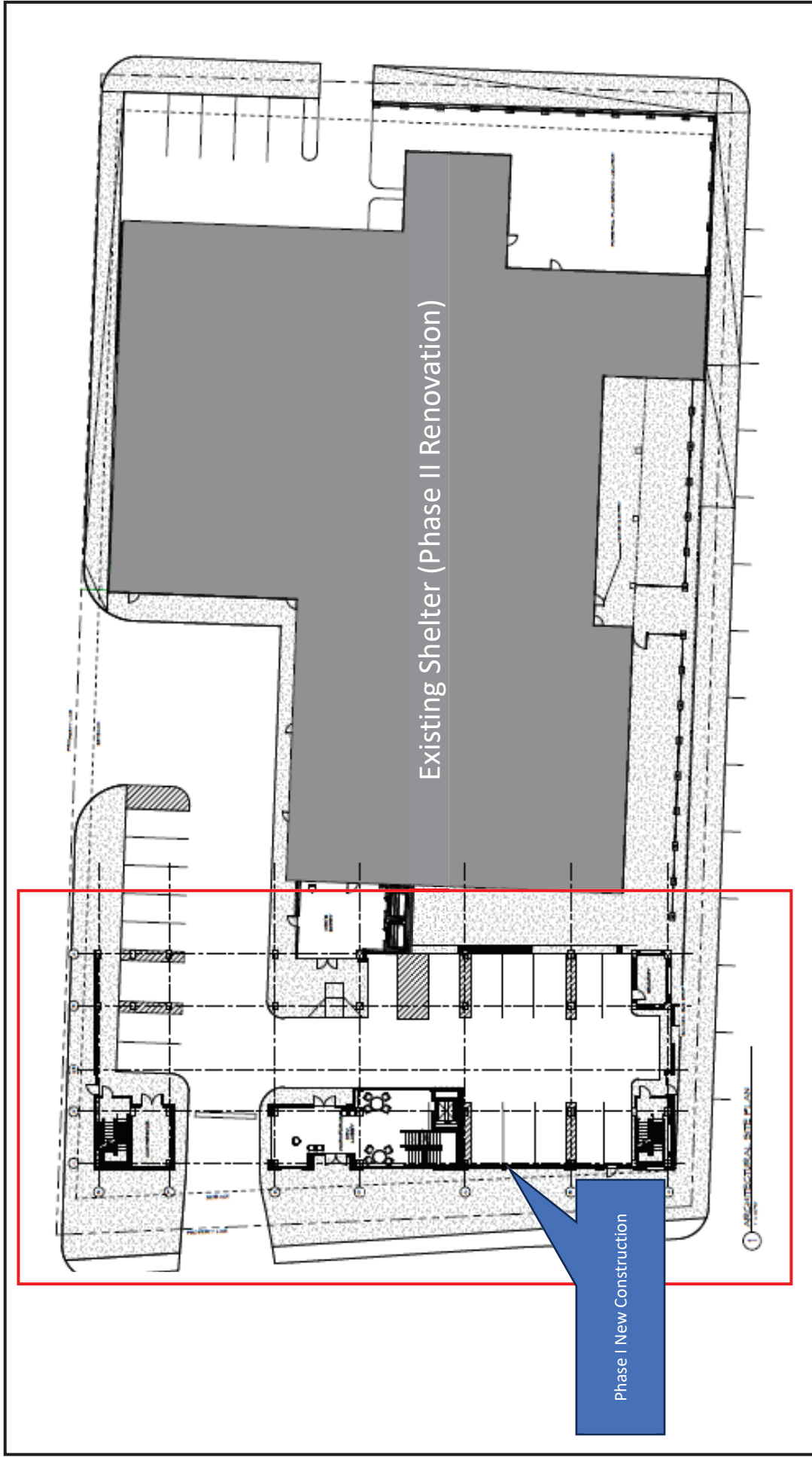
Project Location Map

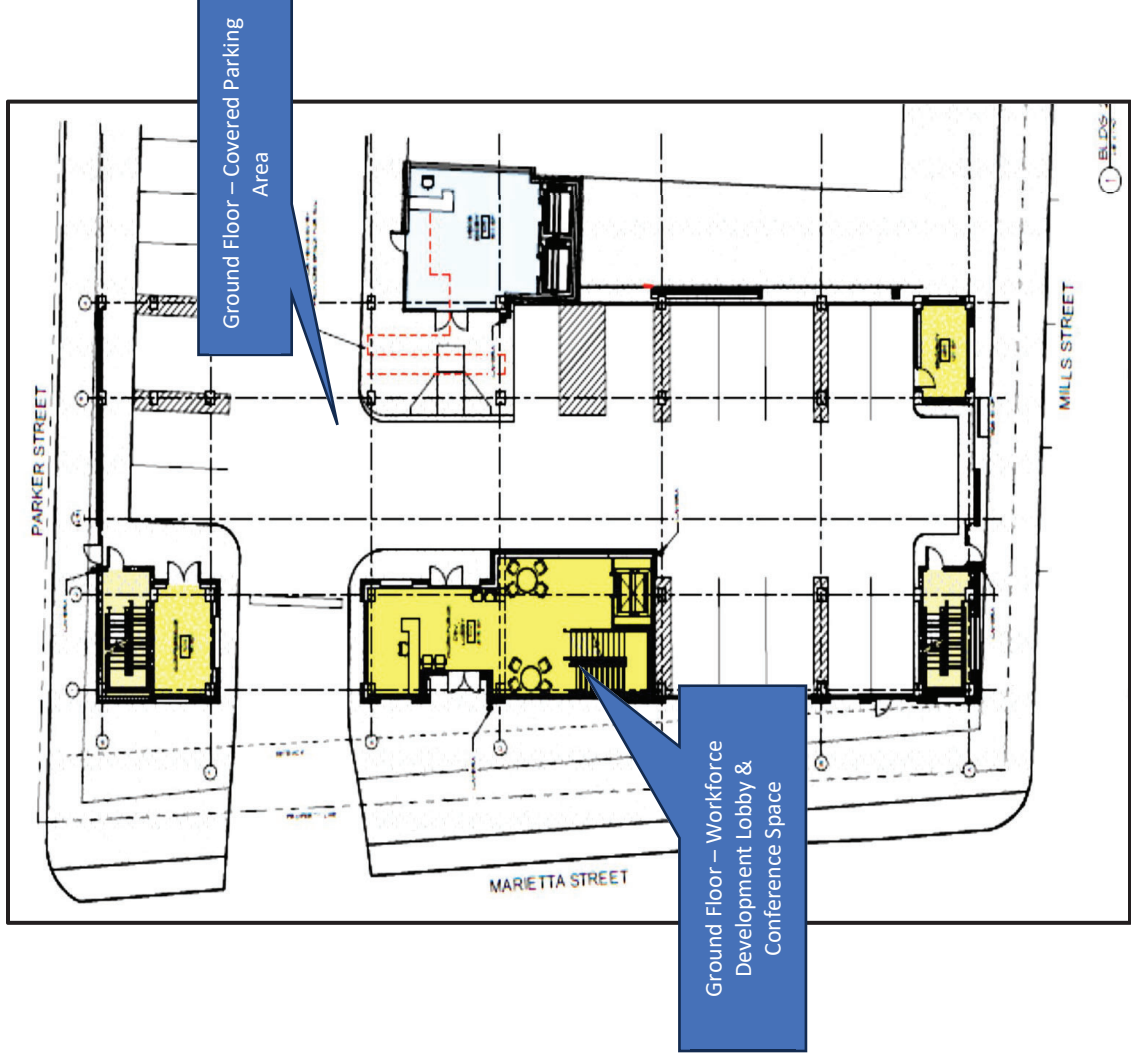


Aerial Map



Project Site Plan



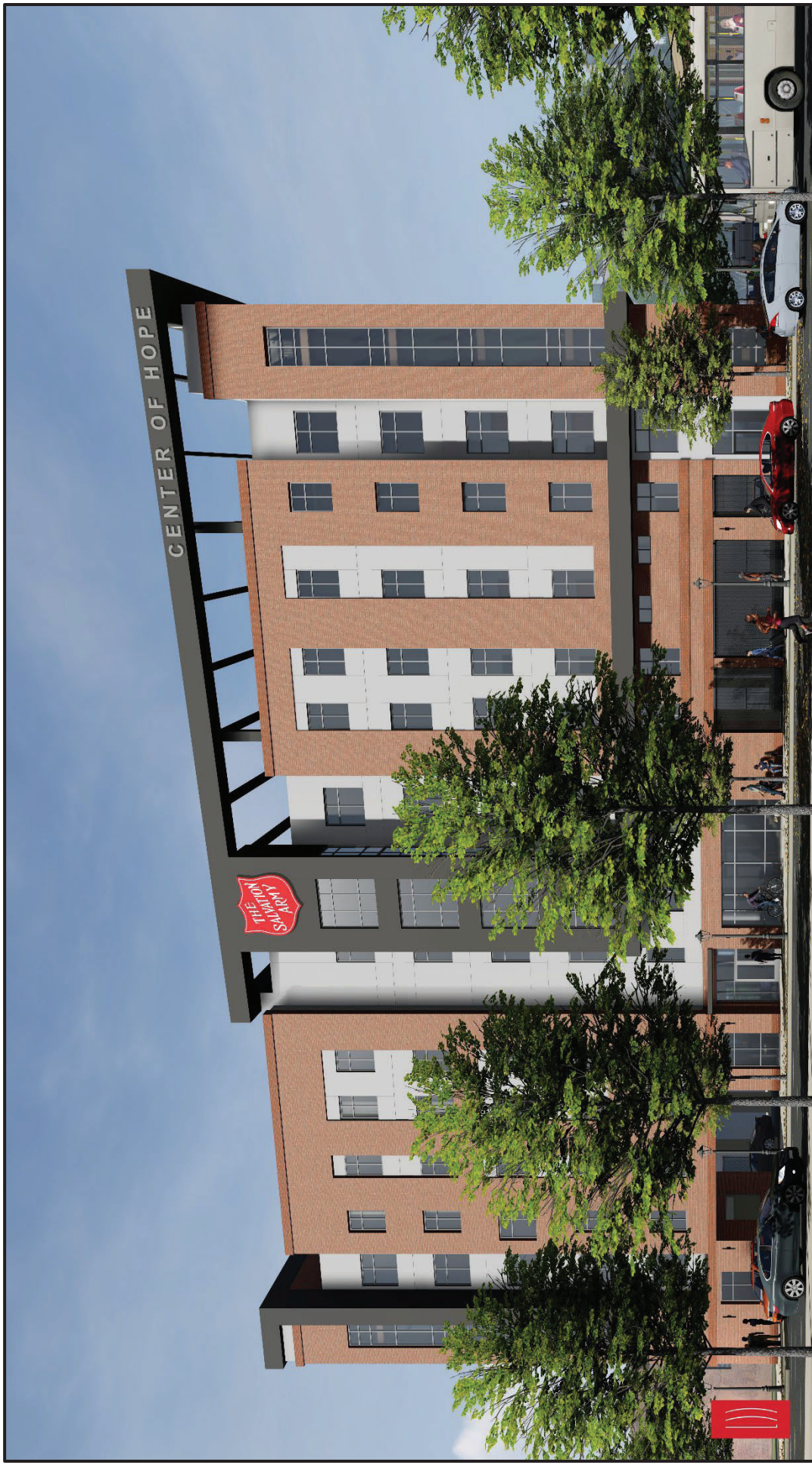




ATLANTA DEVELOPMENT AUTHORITY
The Salvation Army Center of Hope
Approval of Westside TAD Ascension Fund Grant



Conceptual Design



Existing Site Photos



Existing administrative offices



Existing shelter facility



Interior men's dormitory

RESOLUTION OF THE BOARD OF DIRECTORS OF THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA AUTHORIZING A GRANT FROM THE WESTSIDE TAX ALLOCATION DISTRICT ASCENSION FUND TO THE SALVATION ARMY, INC., IN AN AMOUNT NOT TO EXCEED \$2,000,000 TO ASSIST IN FUNDING THE EXPANSION AND DEVELOPMENT OF A TRANSITIONAL HOUSING AND WORKFORCE DEVELOPMENT COMPLEX KNOWN AS "THE SALVATION ARMY CENTER OF HOPE," LOCATED AT 469 MARIETTA STREET, ATLANTA, GEORGIA; AUTHORIZING THE NEGOTIATION, EXECUTION, AND DELIVERY OF DOCUMENTS IN CONNECTION WITH THE PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, the Atlanta Development Authority d/b/a Invest Atlanta ("Invest Atlanta") has been duly created and is existing under and by virtue of the Constitution and the laws of the State of Georgia (the "State"), in particular, the Development Authorities Law of the State (O.C.G.A. §36-62-1 *et seq.*, as amended) and an activating resolution of the City Council of the City of Atlanta, Georgia (the "City"), duly adopted on February 17, 1997, and approved by the Mayor of the City on February 20, 1997, and is now existing and operating as a public body corporate and politic of the State; and

WHEREAS, to encourage the redevelopment of the western downtown area of the City, the City Council, by City Resolution 98-R-0777 (amending Resolution 92-R-1575), adopted on July 6, 1998 and approved by the Mayor on July 15, 1998, as amended (the "Westside TAD Resolution"), *inter alia*: (i) created "The Westside Redevelopment Area and Tax Allocation Bond District (Tax Allocation District Number 1, As Amended – Atlanta/Westside)" (the "Westside TAD"), (ii) adopted "The Westside Redevelopment Plan and Tax Allocation Bond District (Tax Allocation District Number 1, As Amended – Atlanta/Westside)" (the "Westside TAD Redevelopment Plan") and (iii) designated Invest Atlanta as the City's Redevelopment Agency, all as provided for under Redevelopment Powers Law, O.C.G.A. §36-44-1, *et seq.*, as amended (the "Act"); and

WHEREAS, the City appointed Invest Atlanta as the City's redevelopment agency pursuant to the Act to implement the redevelopment initiatives set forth in the Westside TAD Redevelopment Plan, and for other purposes; and

WHEREAS, The Salvation Army, Inc., a Georgia corporation (the "Owner") or a related entity, intends to expand and develop a transitional housing and workforce development complex known as "The Salvation Army Center of Hope" located at 469 Marietta Street NW, Atlanta, Georgia 30314 (the "Project"); and

WHEREAS, the Owner intends to double their current facility from approximately 46,000 sq. ft. to 98,000 sq. ft. to house the Salvation Army's new emergency and transitional living shelter facility, which will expand resident capacity by an additional 116 units; and

WHEREAS, the Project will house an education and workforce development training center to provide continued vital services to residents, including specialized programs supporting veteran services, substance recovery, and financial education; and

WHEREAS, the Owner has applied for a grant from the Westside TAD Ascension Fund (the "Westside TAD Grant") to provide certain gap financing for the Project; and

WHEREAS, after thoroughly reviewing the application, Invest Atlanta staff recommends awarding a Westside TAD Grant to the Owner; and

WHEREAS, the Board of Directors of Invest Atlanta now desires to approve a Westside TAD Grant from the Ascension Fund to the Owner for the Project in an aggregate amount not to exceed Two Million Dollars and No/100 (\$2,000,000).

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of Invest Atlanta, and it is hereby resolved by the authority of the same as follows:

Section 1. **Authority**. This Resolution is adopted pursuant to the Development Authorities Law of Georgia (O.C.G.A. §36-62-1, *et seq.*, as amended), and other applicable provisions of law.

Section 2. **Approval of Funding of the Project**. Invest Atlanta hereby authorizes and approves the funding of a grant to the Project from the Westside TAD Ascension Fund in an amount not to exceed Two Million Dollars and No/100 (\$2,000,000) (the "Project Allocation") to assist in funding the construction, installation, and equipping of the Project, subject to certain conditions being met by the Owner, The Salvation Army, Inc., or a related entity, which conditions will be outlined in a commitment letter or other document from Invest Atlanta to the Owner. If for any reason the closing on the grant of the Project Allocation does not occur within twenty-four (24) months of the date of this Resolution, the Project Allocation shall be automatically withdrawn, subject to any administrative extension by the President/CEO or Executive Vice President/COO, in his or her discretion, for good cause shown by the Owner.

Section 3. **Approval to Negotiate, Execute and Deliver the Grant Agreement**. Invest Atlanta hereby authorizes the Chair, Vice Chair or President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta to negotiate, execute, and deliver all necessary documents between Invest Atlanta and any other party, including the Owner, to consummate the grant of the Project Allocation, which documents shall be in forms deemed satisfactory to the President/CEO and General Counsel of Invest Atlanta.

Section 4. **General Authority**. It is hereby ratified and approved that the President/CEO, Executive Vice President/COO, General Counsel and any other proper officers, members, agents and employees of Invest Atlanta are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Resolution and are further authorized to take any and all further actions and execute and deliver any and all other certificates, papers, and documents as may be necessary or desirable to effect the actions contemplated by this Resolution. Such other certificates, papers, and documents shall be in such form and contain such terms and conditions as may be approved by the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta, and the execution of such other certificates, papers and documents by the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta as herein authorized shall be conclusive evidence of any such approval. The Secretary or any Assistant Secretary of Invest Atlanta is hereby authorized to attest the signature of the Chair, Vice

Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta and impress, imprint or otherwise affix the seal of Invest Atlanta on any of the certificates, papers and documents executed in connection with this Resolution, but shall not be obligated to do so, and the absence of the signature of the Secretary or Assistant Secretary or Invest Atlanta's seal on any such other certificates, papers, and documents shall not affect the validity or enforceability of Invest Atlanta's obligations thereunder. A facsimile or electronic signature will constitute an original signature for all purposes.

Section 5. **Actions Approved and Confirmed**. It is hereby ratified and approved that all acts and doings of the officers, employees, or agents of Invest Atlanta whether done before, on or after the date of adoption of this Resolution which are in conformity with the purposes and intents of this Resolution shall be, and the same hereby are, in all respects approved, ratified, and confirmed.

Section 6. **Partial Invalidity**. If any one or more of the provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining agreements and provisions and shall in no way effect the validity of any of the other agreements and provisions hereof.


Section 7. **Conflicts**. All resolutions or parts thereof of Invest Atlanta in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 8. **Effective Date**. This Resolution shall take effect immediately upon its passage.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Adopted and approved this 21st day of September, 2023.

**THE ATLANTA DEVELOPMENT
AUTHORITY D/B/A INVEST ATLANTA**

By: 
Vice Chair

Attest:

Assistant Secretary

[SEAL]



SECRETARY'S CERTIFICATE

I, the undersigned, a duly appointed, qualified and acting Assistant Secretary of The Atlanta Development Authority d/b/a Invest Atlanta ("Invest Atlanta"), do hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of a Resolution adopted on September 21st, 2023, by the members of the Board of Directors of Invest Atlanta in a meeting duly called and assembled, after due and reasonable notice was given in accordance with applicable laws and with the procedures of Invest Atlanta, by a vote of a majority of the directors present and voting, which meeting was open to the public and at which a quorum was present and acting throughout and that the original of the foregoing Resolution appears of public record in the Minute Book of Invest Atlanta, which is in my custody and control.

I further certify that such Resolution has not been rescinded, repealed, or modified.

Given under my signature and seal of Invest Atlanta, this 21st day of September, 2023.


Assistant Secretary

[SEAL]



**ATLANTA DEVELOPMENT AUTHORITY The
Simpson – 810 & 840 Joseph E. Boone Blvd.
Approval of Westside TAD Ascension Fund Grant**



SUMMARY To approve a grant up to \$2M to construct 139 new units of affordable multifamily housing in Vine City.

FUNDING SOURCE Westside TAD

LOCATION 810 & 840 Joseph E. Boone
Council District: 3 **NPU:** L **APS District:** 2

TYPE Multifamily Residential

AFFORDABILITY PERIOD 15 years

BORROWER'S ENTITY IQ Simpson Affordable Housing, LP

DEVELOPER Quest Community Development Organization, Inc. & Integral Development Group

DESCRIPTION

Quest Community Development Organization, in partnership with Integral Development and Simpson Street Church of Christ, plans to construct a new development of affordable housing, known as, "The Simpson." The development will be a 4-story, 139-unit apartment complex built over 95 parking spaces at grade level. Interior amenities will include a community room, laundry room, equipped computer center, and a furnished exercise/fitness center. Exterior amenities will include a courtyard and covered pavilion.

RELATIONSHIP SUMMARY

Quest CDO has previously received \$3.9M in Westside TAD funds, which aided in the development of the Quest Community Impact Center (2018) and Westside Works (2015). The organization has also received a \$245,000 Vine City Trust Fund loan (2019), which helped finance 12 multifamily units. In 2003, Integral received a total of \$27.8M in tax exempt bonds to construct Ashley at Collegetown (196 units) and Capitol Gateway (269 units).

UNIT MIX

AMI	# of Units	Unit Floorplan	Unit Size	Unit Rental
39 units @ 30% AMI or below				
*30%	7	1 BR/1 BA	700	\$944
	23	2 BR/2 BA	950	\$1,044
	9	3 BR/2 BA	1,100	\$1,258
58 units @ 60% AMI or below				
*60%	8	1 BR/1 BA	700	\$944
	35	2 BR/2 BA	950	\$1,044
	15	3 BR/2 BA	1,100	\$1,258
42 units @ 80% AMI or below				
80%	8	1 BR/1 BA	700	\$1,944
	24	2 BR/2 BA	950	\$1,104
	10	3 BR/2 BA	1,100	\$1,258
Total Units: 139				

*Note: The developer is seeking HomeFlex vouchers from Atlanta Housing, if awarded residents will not pay more than 30% of their income.

ATLANTA DEVELOPMENT AUTHORITY

The Simpson – 810 & 140 Joseph E. Boone Blvd.

Approval of Westside TAD Ascension Fund Grant



CONSTRUCTION SOURCES

Tax Exempt Loan	\$28,000,000
Westside TAD	\$2,000,000
Vine City Trust Fund	\$500,000
Westside Future Fund Cashflow Loan	\$1,500,000
Quest Cashflow Note	\$2,750,000
Federal Tax Credit	\$11,212,841
State Tax Credit Equity	\$7,651,115
Deferred Developer Fee	\$1,545,989
Total Construction Sources	\$55,159,945

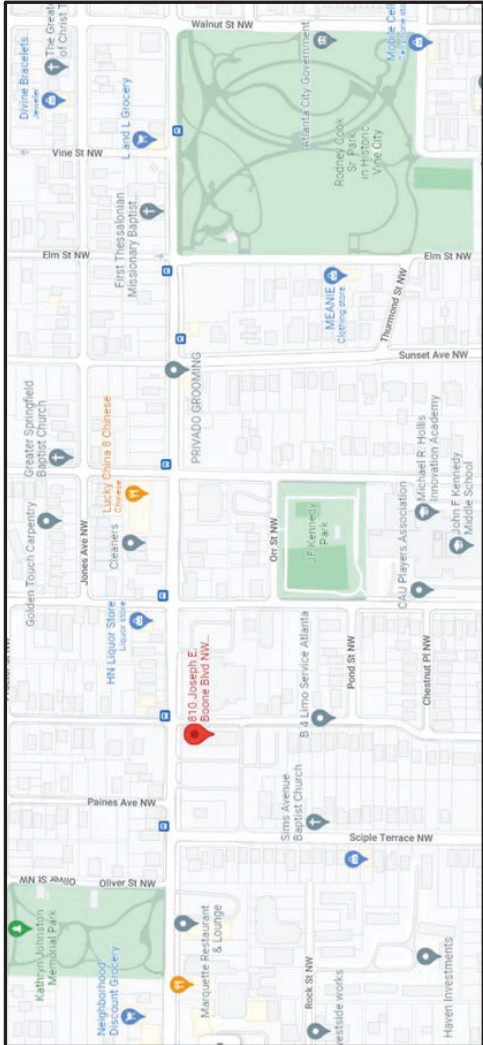
PERMANENT SOURCES

HUD 221 (d)(4)	\$15,250,000
Westside TAD	\$2,000,000
Vine City Trust Fund	\$500,000
Federal Tax Credit Equity	\$21,815,352
State Tax Credit Equity	\$14,885,770
Deferred Developer Fee	\$708,823
Total Permanent Sources	\$55,159,945

USES

Acquisition	\$973,000
Hard Costs	\$40,484,000
Contingency	\$3,009,275
Soft Costs	\$2,307,527
Financing	\$2,511,838
Interim Expenses	\$1,763,952
Syndication Expenses	\$65,000
Reserves	\$1,663,357
Developer Fee	\$2,382,000
Total Uses	\$55,159,945

PROJECT LOCATION MAP



ATLANTA DEVELOPMENT AUTHORITY
The Simpson – 810 & 140 Joseph E. Boone Blvd.
Approval of Westside TAD Ascension Fund Grant

PROJECT SITE PLAN

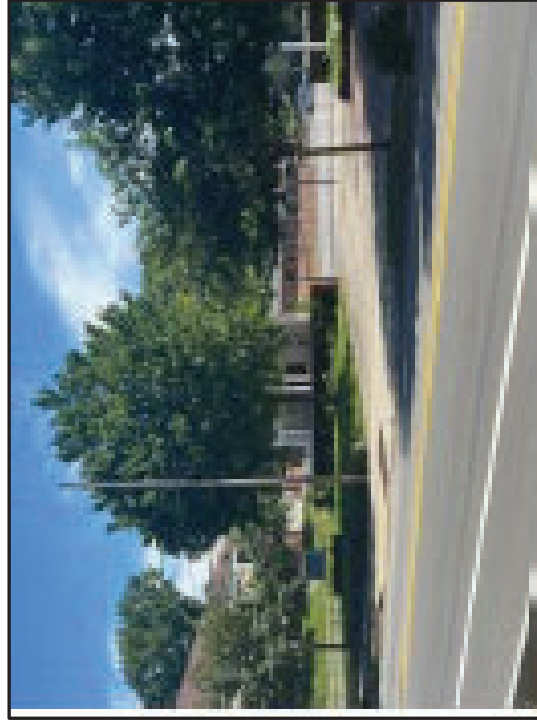
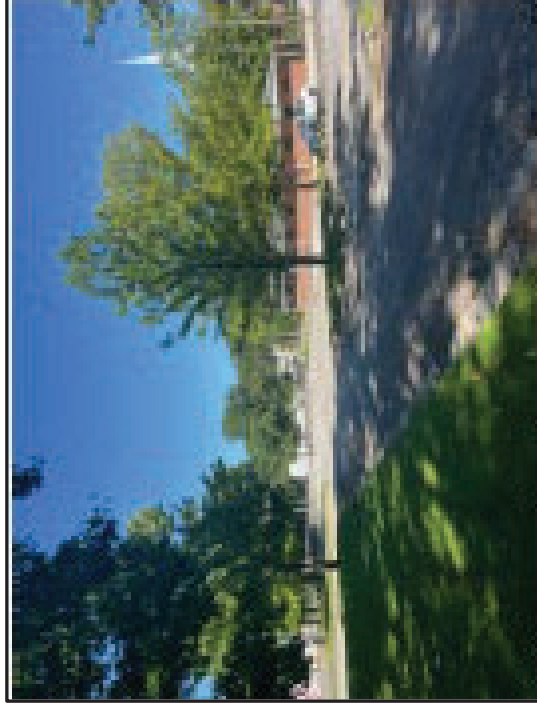


ATLANTA DEVELOPMENT AUTHORITY
The Simpson – 810 & 140 Joseph E. Boone Blvd.
Approval of Westside TAD Ascension Fund Grant



ATLANTA DEVELOPMENT AUTHORITY
The Simpson – 810 & 140 Joseph E. Boone Blvd.
Approval of Westside TAD Ascension Fund Grant

EXISTING SITE PHOTOS



RESOLUTION OF THE BOARD OF DIRECTORS OF THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA AUTHORIZING A GRANT FROM THE WESTSIDE TAX ALLOCATION DISTRICT ("WESTSIDE TAD") TO IQ SIMPSON AFFORDABLE HOUSING, LP, IN AN AMOUNT NOT TO EXCEED \$2,000,000 TO ASSIST IN FUNDING THE CONSTRUCTION, INSTALLATION, AND EQUIPPING OF AN AFFORDABLE HOUSING DEVELOPMENT KNOWN AS "THE SIMPSON," TO INCLUDE APPROXIMATELY 139 MULTIFAMILY RENTAL UNITS, LOCATED AT 810 AND 840 JOSEPH E. BOONE BLVD., ATLANTA, GEORGIA; AUTHORIZING THE NEGOTIATION, EXECUTION, AND DELIVERY OF DOCUMENTS IN CONNECTION WITH THE PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, the Atlanta Development Authority d/b/a Invest Atlanta ("Invest Atlanta") has been duly created and is existing under and by virtue of the Constitution and the laws of the State of Georgia (the "State"), in particular, the Development Authorities Law of the State (O.C.G.A. §36-62-1 *et seq.*, as amended) and an activating resolution of the City Council of the City of Atlanta, Georgia (the "City"), duly adopted on February 17, 1997, and approved by the Mayor of the City on February 20, 1997, and is now existing and operating as a public body corporate and politic of the State; and

WHEREAS, to encourage the redevelopment of the western downtown area of the City, the City Council, by City Resolution 98-R-0777 (amending Resolution 92-R-1575), adopted on July 6, 1998 and approved by the Mayor on July 15, 1998, as amended (the "Westside TAD Resolution"), *inter alia*: (i) created "The Westside Redevelopment Area and Tax Allocation Bond District (Tax Allocation District Number 1, As Amended – Atlanta/Westside)" (the "Westside TAD"), (ii) adopted "The Westside Redevelopment Plan and Tax Allocation Bond District (Tax Allocation District Number 1, As Amended – Atlanta/Westside)" (the "Westside TAD Redevelopment Plan") and (iii) designated Invest Atlanta as the City's Redevelopment Agency, all as provided for under Redevelopment Powers Law, O.C.G.A. §36-44-1, *et seq.*, as amended (the "Act"); and

WHEREAS, the City appointed Invest Atlanta as the City's redevelopment agency pursuant to the Act to implement the redevelopment initiatives set forth in the Westside TAD Redevelopment Plan, and for other purposes; and

WHEREAS, IQ Simpson Affordable Housing, LP, a Georgia limited partnership (the "Owner") or a related entity, intends to construct, install, and equip a multifamily housing development known as "The Simpson," to include approximately 139 multifamily rental housing units, located at 810 and 140 Joseph E. Boone Blvd., Atlanta, Georgia (the "Project"); and

WHEREAS, approximately 100% of the rental units in the Project will be reserved for households earning 30% or below, 60% or below, and 80% or below the area median income ("AMI") for the metropolitan statistical area in which the City sits; and

WHEREAS, the Owner has applied for a grant from the Westside TAD Ascension Fund to provide certain gap financing for the Project; and

WHEREAS, after thoroughly reviewing the application, Invest Atlanta staff recommends awarding a Westside TAD Grant to the Owner; and

WHEREAS, the Board of Directors of Invest Atlanta now desires to approve a Westside TAD Grant from the special fund to the Owner for the Project in an aggregate amount not to exceed Two Million Dollars (\$2,000,000).

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of Invest Atlanta, and it is hereby resolved by the authority of the same as follows:

Section 1. **Authority.** This Resolution is adopted pursuant to the Development Authorities Law of Georgia (O.C.G.A. §36-62-1, *et seq.*, as amended), and other applicable provisions of law.

Section 2. **Approval of Funding of the Project.** Invest Atlanta hereby authorizes and approves the funding of a grant to the Project from the Westside TAD Ascension Fund in an amount not to exceed Two Million Dollars (\$2,000,000) (the "Project Allocation") to assist in funding the construction, installation, and equipping of the Project, subject to certain conditions being met by the Owner, IQ Simpson Affordable Housing, LP, or a related entity, which conditions will be outlined in a commitment letter or other document from Invest Atlanta to the Owner. If for any reason the closing on the grant of the Project Allocation does not occur within twelve (12) months of the date of this Resolution, the Project Allocation shall be automatically withdrawn, subject to any administrative extension by the President/CEO or Executive Vice President/COO, in his or her discretion, for good cause shown by the Owner.

Section 3. **Approval to Negotiate, Execute and Deliver the Grant Agreement.** Invest Atlanta hereby authorizes the Chair, Vice Chair or President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta to negotiate, execute, and deliver all necessary documents between Invest Atlanta and any other party, including the Owner, to consummate the grant of the Project Allocation, which documents shall be in forms deemed satisfactory to the President/CEO and General Counsel of Invest Atlanta.

Section 4. **General Authority.** It is hereby ratified and approved that the President/CEO, Executive Vice President/COO, General Counsel and any other proper officers, members, agents and employees of Invest Atlanta are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Resolution and are further authorized to take any and all further actions and execute and deliver any and all other certificates, papers, and documents as may be necessary or desirable to effect the actions contemplated by this Resolution. Such other certificates, papers, and documents shall be in such form and contain such terms and conditions as may be approved by the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta, and the execution of such other certificates, papers and documents by the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta as herein authorized shall be conclusive evidence of any such approval. The Secretary or any Assistant Secretary of Invest Atlanta is hereby authorized to attest the signature of the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta and impress, imprint or otherwise affix the seal of Invest Atlanta on any of the certificates, papers and documents executed in connection with this Resolution, but shall not be obligated to do so, and

the absence of the signature of the Secretary or Assistant Secretary or Invest Atlanta's seal on any such other certificates, papers, and documents shall not affect the validity or enforceability of Invest Atlanta's obligations thereunder. A facsimile or electronic signature will constitute an original signature for all purposes.

Section 5. **Actions Approved and Confirmed.** It is hereby ratified and approved that all acts and doings of the officers, employees, or agents of Invest Atlanta whether done before, on or after the date of adoption of this Resolution which are in conformity with the purposes and intents of this Resolution shall be, and the same hereby are, in all respects approved, ratified, and confirmed.

Section 6. **Partial Invalidity.** If any one or more of the provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining agreements and provisions and shall in no way effect the validity of any of the other agreements and provisions hereof.

Section 7. **Conflicts.** All resolutions or parts thereof of Invest Atlanta in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

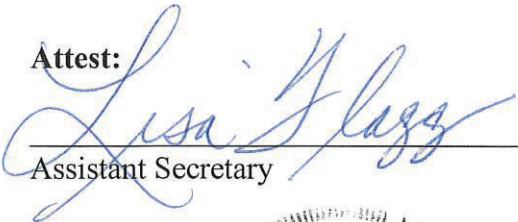
Section 8. **Effective Date.** This Resolution shall take effect immediately upon its passage.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Adopted and approved this 17th day of November 2022.

**THE ATLANTA DEVELOPMENT
AUTHORITY D/B/A INVEST ATLANTA**

By: 
Chair

Attest: 
Assistant Secretary

[SEAL]



SECRETARY'S CERTIFICATE

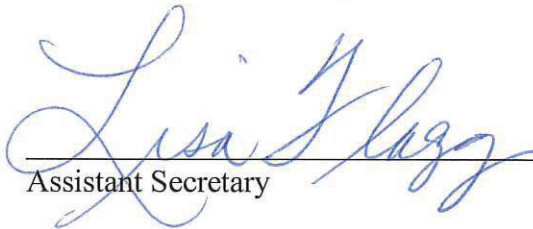
I, the undersigned, a duly appointed, qualified and acting Assistant Secretary of The Atlanta Development Authority d/b/a Invest Atlanta ("Invest Atlanta"), do hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of a Resolution adopted on November 17th, 2022, by the members of the Board of Directors of Invest Atlanta in a meeting duly called and assembled, after due and reasonable notice was given in accordance with applicable laws and with the procedures of Invest Atlanta, by a vote of a majority of the directors present and voting, which meeting was open to the public and at which a quorum was present and acting throughout and that the original of the foregoing Resolution appears of public record in the Minute Book of Invest Atlanta, which is in my custody and control.

I further certify that such Resolution has not been rescinded, repealed, or modified.

Given under my signature and seal of Invest Atlanta, this 17th day of November, 2022.

[SEAL]




Assistant Secretary



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0832

Meeting Date: 11/15/2023

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

Request approval of an Ordinance to amend the Code of Laws of Fulton County, Georgia, as amended, specifically to amend Subpart B - Code of Resolutions, Chapter 146 - Law Enforcement, Article III. - Jail, Division 2. - County Jail Welfare Fund, Sections 146-81 ET SEQ. regarding the establishment and use of the County Jail Welfare Fund, also known as the Inmate Welfare Fund by abolishing Division2. - County Jail Welfare Fund, in its entirety; to provide that all funds generated at the Fulton County Jail facilities using County Property, facilities, or other resources shall be deposited into the Fulton County General Fund; and for other purposes. **(Pitts)**

1 AN ORDINANCE TO AMEND TO THE CODE OF LAWS OF FULTON COUNTY,
2 GEORGIA, AS AMENDED, SPECIFICALLY TO AMEND SUBPART B - CODE OF
3 RESOLUTIONS, CHAPTER 146 - LAW ENFORCEMENT, ARTICLE III. - JAIL,
4 DIVISION 2. - COUNTY JAIL WELFARE FUND, SECTIONS 146-81 *ET SEQ.*
5 REGARDING THE ESTABLISHMENT AND USE OF THE COUNTY JAIL WELFARE
6 FUND, ALSO KNOWN AS THE INMATE WELFARE FUND BY ABOLISHING DIVISION
7 2. - COUNTY JAIL WELFARE FUND, IN ITS ENTIRETY; TO PROVIDE THAT ALL
8 FUNDS GENERATED AT THE FULTON COUNTY JAIL FACILITIES USING COUNTY
9 PROPERTY, FACILITIES, OR OTHER RESOURCES SHALL BE DEPOSITED INTO
10 THE FULTON COUNTY GENERAL FUND; AND FOR OTHER PURPOSES.
11
12

13 **WHEREAS**, the Code of Laws of Fulton County, Georgia, Subpart B - Code of
14 Resolutions, Chapter 146 - Law Enforcement, Article III. - Jail, Division 2. - County Jail
15 Welfare Fund, Sections 146-81 through 146-84, provides for the establishment,
16 administration and financial record keeping of the County Jail Welfare Fund, which is
17 commonly called the Inmate Welfare Fund ("Welfare Fund"); and

18 **WHEREAS**, Section 146-81 currently provides that the Sheriff is authorized to
19 "establish a bank account in the name of [the] county jail welfare fund, for recording all
20 concession purchases, sales, and all other welfare disbursements, and all funds for the
21 welfare of persons committed to the jail shall be promptly deposited in said account"; and

22 **WHEREAS**, Section 146-82 states that "[a] committee composed of the sheriff, the
23 chief jailer, and the chairman of the board of commissioners or his appointee is hereby
24 established, who shall be responsible for all items purchased out of the welfare fund"; and

25 **WHEREAS**, Section 146-83 states that "[t]he jail food supervisor shall be
26 responsible for all concession purchases from a list approved by the committee and all
27 concession sales, and may designate a salaried deputy sheriff to assist him, provided the
28 name of this employee is recorded in an appropriate record of daily sales"; and

1 **WHEREAS**, Section 146-83 further provides that “[t]he food supervisor shall have
2 continuing responsibility for all inventory, sales, and money relating to the welfare fund”;
3 and

4 **WHEREAS**, Section 146-84 states that “[a]ll purchases and other disbursement
5 shall be made by check signed by the chief jailor and countersigned by the sheriff”; and

6 **WHEREAS**, Section 146-84 further provides that “[a]ll financial records relating to
7 said welfare fund shall be approved and audited by the internal audit division [] and also
8 subject to the general county audit”; and

9 **WHEREAS**, the committee process to purchase items out of the Welfare Fund is
10 not being followed; and

11 **WHEREAS**, the Fulton County Board of Commissioners requested a detailed list
12 of all expenditures from the Welfare Fund to include the date of payment, amount of
13 payment, payee name, and the purpose of the expenditure; and

14 **WHEREAS**, the list included expenditures that were not related to providing for the
15 welfare of inmates; and

16 **WHEREAS**, the Fulton County Board of Commissioners has original and exclusive
17 jurisdiction over “[t]he directing and controlling of all the property of the county, according
18 to law, as the governing authority deems expedient;” and “[t]he examining and auditing of
19 the accounts of all officers having the care, management, keeping, collection, or
20 disbursement of money belonging to the county or appropriated for its use and benefit
21 and the settling of the same.” O.C.G.A. § 36-5-22.1(a)(1) and (7) and Code of Laws of
22 Fulton County, Georgia, Part I - Local Constitutional Amendments and Local Acts,
23 Chapter 1 - General Provisions and County Governing Authority, Article II. - County

1 Governing Authority, Division 3. - Miscellaneous Powers, Section 1-117. - Enumeration of
2 matters over which commissioners have exclusive jurisdiction and control; and

3 **WHEREAS**, “revenue generated using county property, facilities, or other
4 resources is itself county property and therefore subject to county authority under
5 [O.C.G.A.] § 36–5–22.1.” *Lawson v. Lincoln County*, 292 Ga. App. 527, 531 (2008); and

6 **WHEREAS**, more specifically, revenue generated from a contract that depends on
7 the existence and use of the County’s jail facilities, which are County property, is County
8 property. *See Lawson v. Lincoln County*, 292 Ga. App. 527, 531 (2008); and

9 **WHEREAS**, the Fulton County Board of Commissioners finds that it is in the best
10 interest of its citizens and the individuals housed in the County’s jail facilities that the
11 Welfare Fund, which is County property, be abolished in its entirety; and that all funds
12 generated at Fulton County jail facilities using County property, facilities, or other
13 resources shall be deposited into the Fulton County General Fund.

14 **NOW, THEREFORE, BE IT ORDAINED**, that the Fulton County Board of
15 Commissioners hereby amends the Code of Laws of Fulton County, Georgia, as
16 amended, specifically to amend Subpart B - Code of Resolutions, Chapter 146 - Law
17 Enforcement, Article III. - Jail, Division 2. - County Jail Welfare Fund, Sections 146-81 *et*
18 *seq.* regarding the establishment and use of the County Jail Welfare Fund, also known
19 as the Inmate Welfare Fund, by striking Division 2. - County Jail Welfare Fund, Sections
20 146-81 *et seq.* in their entirety.

21 ~~DIVISION 2. – COUNTY JAIL WELFARE FUND [4]~~

22 Footnotes:

23 —(4)—

1 ~~Cross reference— Finance, § 102-251.~~

2 ~~Sec. 146-81.— Establishment.~~

3 ~~The sheriff is hereby authorized to establish a bank account in the name of county~~
4 ~~jail welfare fund, for recording all concession purchases, sales, and all other welfare~~
5 ~~disbursements, and all funds for the welfare of persons committed to the jail shall be~~
6 ~~promptly deposited in said account, and not less than twice weekly.~~

7 ~~(Code 1983, § 27-2-11)~~

8 ~~Sec. 146-82.— Committee established to take responsibility for purchases.~~

9 ~~A committee composed of the sheriff, the chief jailer, and the chairman of the board~~
10 ~~of commissioners or his appointee is hereby established, who shall be responsible for all~~
11 ~~items purchased out of the welfare fund.~~

12 ~~(Code 1983, § 27-2-12)~~

13 ~~Sec. 146-83.— Duties of jail food supervisor.~~

14 ~~The jail food supervisor shall be responsible for all concession purchases from a~~
15 ~~list approved by the committee and all concession sales, and may designate a salaried~~
16 ~~deputy sheriff to assist him, provided the name of this employee is recorded in an~~
17 ~~appropriate record of daily sales. The food supervisor shall have continuing responsibility~~
18 ~~for all inventory, sales, and money relating to the welfare fund.~~

19 ~~(Code 1983, § 27-2-13)~~

20 ~~Sec. 146-84.— Financial records.~~

21 ~~All purchases and other disbursement shall be made by check signed by the chief~~
22 ~~jailer and countersigned by the sheriff. All financial records relating to said welfare fund~~

1 ~~shall be approved and audited by the internal audit division of the comptroller's office and~~
2 ~~also subject to the general county audit.~~

3 ~~(Code 1983, § 27-2-14)~~

4 **BE IT FURTHERED ORDAINED**, that all revenue generated at Fulton County jail
5 facilities using county property, facilities, or other resources, shall be deposited into the
6 Fulton County General Fund, including telephone, commissary, video calls, and other
7 revenue from goods and services sold to inmates housed in Fulton County jail facilities.

8 **BE IT FURTHERED ORDAINED**, that no further expenditures from the Welfare
9 Fund shall be made immediately upon this Ordinance becoming effective.

10 **BE IT FURTHERED ORDAINED**, that all funds currently in the Welfare Fund shall
11 be transferred to the Fulton County General Fund within fourteen (14) calendar days of
12 the effective date of this Ordinance, along with a final detailed accounting of expenditures
13 to date.

14 **BE IT FINALLY ORDAINED**, that this Ordinance shall become effective upon its
15 adoption, and that all resolutions or ordinances and parts of resolutions or ordinances in
16 conflict with this Ordinance are hereby repealed to the extent of the conflict.

17 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
18 Georgia, this 15th day of November 2023.

19 **FULTON COUNTY BOARD OF COMMISSIONERS**
20

21
22 Sponsored by:

23
24
25 _____
26 Robert L. Pitts, Chairman (At-Large)
27

1
2
3 ATTEST:
4
5

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

11
12 APPROVED AS TO FORM:
13
14

15
16 _____
17 Y. Soo Jo, County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0835

Meeting Date: 11/15/2023

Department

External Affairs

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

Request approval of 2024 State Legislative Agenda.

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

Request approval of 2024 State Legislative Agenda

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

Open and Responsible Government

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

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

Scope of Work: Presentation of 2024 State Legislative Agenda

Community Impact:

Department Recommendation: Request Approval

Project Implications:

Community Issues/Concerns:

Agenda Item No.: 23-0835

Meeting Date: 11/15/2023

Department Issues/Concerns:

Fiscal Impact / Funding Source

Funding Line 1:

n/a



**FULTON
COUNTY**

Fulton County Board of Commissioners November 15, 2023

2024 Proposed State Legislative Agenda

1

Operational Funding for Behavioral Health Crisis Center
J-SPLOST
Equitable Property Tax Appeals Process
Equal Access to Judicial Personnel Benefits
Elections
Effective & Efficient Justice System
Medicaid Expansion
Definition of Anti-Semitism/Anti-Islamic Hatred
Homeowners Associations Protections & Transparency
Senior Homestead Exemption Simplification
MARTA Board Appointment Parity
National Use of Force Data Collection Participation
Limit Clerk of Superior Court Passport Fees
CROWN Act



2024 Proposed State Legislative Agenda

Primary Policy Priority: BHCC Operational Funding

Fulton County seeks continued partnership with GA DBHDD to address the behavioral health needs of our constituents. Specifically:

- Annualized funding for the Fulton County Behavioral Health Crisis Center, which will open in 1Q24.
- Resources to address unmet needs for youth behavioral health crisis services.
- Resources to address the mental health needs of justice-involved persons in Fulton County, including detainees in the Fulton County Jail with persistent mental illness.

Primary Policy Priority: J-SPLOST

Fulton County seeks legislation that would enable a Justice Special Purpose Local Option Sales Tax referendum, providing voters with the opportunity to *choose* the funding mechanism to be used to finance for a replacement Jail facility.

Primary Policy Priority: Equitable Property Tax Appeals Process

Fulton County supports property tax appeal reform that would ensure a more equitable tax burden for homeowners.

Fulton County is collaborating with the Association of County Commissioners of Georgia and the Georgia Association of Assessing Officials, as well as the Georgia Institute of Technology School of Public Policy in developing appropriate policy solutions with careful review of:

- Additional income data from large commercial properties.
- Changes in the 299(c) freeze.

Other Fulton County Priorities: Equal Access to Judicial Personnel Benefits

Fulton County supports the repeal of legislation that prohibits the equitable participation of Judges in the Fulton County and Georgia Judicial Retirement System programs with passage of [House Bill 643](#).

- [House Bill 643](#) will allow Fulton State Court Judges to participate in the County's retirement plan. The required review by the State Auditor was conducted and a certificate was issued. ***Effective Date: July 1, 2024***

Other Fulton County Priorities: Elections

Fulton County supports flexibility for making adjustments in the Election Day equipment allocation formula, recognizing that analysis of current data and voting trends demonstrate that more than half of Fulton County voters choose to participate in Early Voting.

Other Fulton County Priorities: Effective & Efficient Justice System

Fulton County supports legislation that creates a more efficient and effective justice system and improves outcomes for victims, defendants and taxpayers including:

- Additional judgeships within the Fulton County Superior Court.
- Fulton County supports proposed legislation to create a modernization framework to develop minimum standards for digitally recording proceedings in courts throughout the state. Fulton County State Court is willing to serve as a pilot program participant.
- Fulton County supports justice system changes to improve efficiency, including an elected Chief Judge position.
- Clarification of the purchasing powers of constitutional officers.
 - The County Attorney will provide feedback on this issue prior to the 2024 Legislative Session.

Other Fulton County Priorities: Expansion of Healthcare & Hospital Access

Fulton County supports policy changes that would increase access to healthcare and strengthen the network of healthcare providers within our community, including:

- Support for updates to the Certificate of Need implementation to ensure that approved beds stay within the community for which they are approved.
- Expansion of Medicaid.
- Resources to address the healthcare desert within Fulton County.

Other Fulton County Priorities: Definition of Anti-Semitism / Anti-Islamic Hatred

In 2023, the Fulton County Board of Commissioners voted to support legislation that would provide a definition of Antisemitism for Georgia Hate Crimes laws.

Fulton County opposes hatred in all forms and also supports the definition of Anti-Islamic hatred (Islamophobia).

- The Fulton County Board of Commissioners supports anti-hate and anti-discrimination bills that recognize the dignity of all people and that advance equal treatment under law for all persons.

Other Fulton County Priorities: HOA Protections & Transparency

Fulton County supports statutory changes that will provide for homeowner protections and transparency to include equitable best practice requirements for governance and financial management for homeowner associations. Specifically:

- Homeowner associations must, under law, provide meeting minutes and all other legal documents to sworn successors.

2023 Carryover Policy Priorities: Senior Homestead Exemption Simplification

Fulton County supports equitable homeowner property tax relief through administration of homestead exemptions:

- Request elimination of the two-year renewal requirement for the very low-income senior homestead exemption.
- Equitable administration of floating homestead exemptions and senior homestead exemptions throughout Fulton County.

2023 Carryover Policy Priorities: MARTA Board Appointment Parity

Fulton County seeks to reestablish parity with other MARTA signatory agencies in making direct appointments to the MARTA Board.

- Current MARTA Board members (15 total including Ex-Officio members holding respective State Office) can be found [here](#) and include appointments from: Fulton County (3), DeKalb County (4), City of Atlanta (3), Clayton County (2) and the Governor (1).
 - Ex-Officio members: Commissioner, Georgia Department of Transportation and Executive Director, State Road and Tollway Authority.

2023 Carryover Policy Priorities: National Use of Force Data Collection

Fulton County requests the General Assembly require law enforcement agencies in Georgia to participate in the FBI's Use-of-Force Data Collection program and enact laws to establish decertification registries and practices or enhance existing ones.

2023 Carryover Policy Priorities: Limit Clerk of Superior Court Passport Fees

Fulton County will monitor and report on passage of the bill below which limits Clerk of Superior Court passport fees:

- [Senate Bill 19](#) – Sen. Kay Kirkpatrick (32nd)
 - *Status: Recommended to House Judiciary Committee*

2023 Carryover Policy Priorities: CROWN Act

Fulton County will monitor and report on passage of the Creating a Respectful and Open World for Natural Hair (CROWN) Act:

- [Senate Bill 82](#) – Sen. Tonya Anderson (43rd)
 - *Status: Referred to Senate Insurance and Labor Committee*

Upcoming Legislative Dates

- Wednesday, November 15: 2024 Profile Legislation Opens
 - Relevant bills will be shared with BOC and Executive Team
- Friday, December 1: Sunset of 2023 Study Committees
 - Relevant final reports will be shared with BOC and Executive Team
- Wednesday, December 6: 2023 Legislative Reception
 - RSVP Deadline: Thursday, November 30



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0836

Meeting Date: 11/15/2023

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

Discussion: Update of activities of the City of Atlanta and Fulton County Recreation Authority (AFCRA). **(Arrington)**

**The City of Atlanta and Fulton County Recreation Authority (“AFCRA”)
Board of Directors Meeting
1 State Farm Drive NW, Suite Level, Atlanta, Georgia 30303**

**February 13, 2023
8:30 a.m.**

After providing proper public notice, the City of Atlanta and Fulton County Recreation Authority (“AFCRA”) held a Board of Directors Meeting on Monday, February 13, 2023 at 1 State Farm Drive NW, Suite Level, Atlanta, Georgia 30303.

Board Members:

Present: Chairman William K. Whitner, Esq.
Vice Chairman, Michael Green
Treasurer, Commissioner Bob Ellis
Secretary, Ronald W. Sims, II
Michelle Falconer
Kellye Terrell
Commissioner Robb Pitts
E. Carl Touchstone, Esq.

Absent: Commissioner Marvin S. Arrington Jr.,

Quorum Present: Yes

Authority Representatives:

Kerry Stewart, Executive Director
Vivienne Kerr, Executive Assistant
Derrick Cannon, Staff Bookkeeper
Alvin Kendall, Esq., The Kendall Law Firm, Consultant for AFCRA
Douglass Selby, Esq., AFCRA Legal Counsel, Hunton Andrews Kurth LLP

Guests:

Bryan Wallace, Esq., Attorney, Wallace Firm
Michael O'Connor, Deputy Chief of Staff to Fulton County Board of Commissioners Chairman Robb Pitts

Proceedings:

Chairman Whitner called the meeting to order at 8:37 a.m.

Minutes:

Mr. Sims made a motion to approve the November 7, 2022 meeting minutes. Mr. Touchstone second the motion. NO Abstentions. Motion CARRIED.

Nominating Committee Report

Mr. Sims serving as Chair of the committee, sent notification to all Board members seeking their interest to serve as an officer on the board. There were no new nominations. Mr. Sims made a motion to keep the 2022 slate of Officers:

William K Whitner, Chairman
Michael Green, Vice Chairman
Bob Ellis, Treasurer
Ronald Sims, Secretary

Mr. Touchstone second the motion. NO Abstentions. Motion CARRIED.

Executive Directors Report

Mr. Stewart presented a financial overview of AFCRA's finances. The report showed comparison of revenue received in 2021 and 2022. Under revenues, Mr. Ellis recommends he remove "Net" for line-item "Net Hawks Facility Admission" under 2021 revenue column.

In addition to recording the revenue received from the Gateway parking deck and Cherokee lot, the number of vehicles that enter the facility is also included.

Grounds, Facilities and Security Committee Report

John A. White Golf Course ("JAWGC")

Bobby Jones Links

Mr. Stewart informed the board that Bobby Jones Links has been selected to manage JAWGC. Mr. Jeffrey Dunovant serves as the course's General Manager. The First Tee of Metro Atlanta will lease space at the Driving Range and eventually lease office and classroom space in the Community Learning Center.

Update on Park Improvements

Security and security lighting has been installed at the maintenance shed.

Establishment of Operating/Petty Cash Accounts

Mr. Stewart has completed the process of establishing both Operating and Petty Cash accounts for JAWGC. Mr. Green asked if any payouts have been made to date as it relates to the capital improvement plan that Bobby Jones will recommend. Mr. Stewart confirmed no, and that Bobby Jones Links is observing and will make recommendations at a later date.

State Farm Arena

2021-2022 Capital Expenditure Reimbursement

Mr. Stewart explained that all capital improvements with the exception of the Building Automation and Building Health Systems has been completed from the 2021 request. He further explained that The Walter's Consulting Group analyzes all improvements to ensure they were completed and installed correctly.

2022-2023 Capital Expenditure Project Request

Mr. Stewart reviewed and presented Arena Operations projects for the upcoming year. Mr. Stewart explained that The Walter's Consulting Group reviewed the requests and checked to ensure the requests were in line with the operating agreement and that the costs were within industry standards. Mr. Green made a motion to approve the 2022-2023 capital request. Mr. Touchstone second the motion. NO Abstentions. Motion CARRIED.

Statement of Gross Revenues (SOGR's)

Mr. Stewart presented the Arena's SOGR's which shows that they are in good financial standing. Mr. Kendall asked if Arena Operations submits a copy of their audit reports to AFCRA. Mr. Stewart confirmed that they do. The increase in events/concerts since the COVID-19 pandemic, are having a significant impact in the increased revenue flow.

2022 December Facilities Admission Charge Statement

Mr. Stewart reported that payment has posted to the Facility Admissions Charge account for the period July 1 to December 1, 2022.

Zoo Atlanta

Zoo Atlanta Request for Funding

Chairman Whitner was asked by Mr. Cary Burgess, VP of Operations and Customer Relations, Zoo Atlanta to reconsider approval of their requests for funding that include: \$47,600.0 – Camp Safari Scholarship Program; \$60,000.00 per year for 3 years – Co-Designing with (not for) Communities; and \$35,000.00 to Zoo to You Program. After discussion, Chairman Whitner expressed the need for more transparency on the Zoo Board. Mr. Green also suggests possible change to the By-laws to allow AFCRA a seat on the board.

Mr. Green made a motion to deny the Zoo's requests for funding. Mr. Sims second the motion. NO Abstentions. Motion CARRIED.

The board asks that Mr. Selby send a letter to Mr. Burgess outlining reasons for denial of their request.

AAA Parking Management Agreement Extension

The Committee motioned to approve a 2-year extension of AAA's parking Agreement with no changes to the current terms. Ms. Falconer second the motion. NO Abstentions. Motion CARRIED.

Protect Security LLC

The committee motioned to approve a 2-year extension of Protect Security LLC Security Services Agreement to add a ten percent increase in personnel costs. Mr. Green second the motion. NO Abstentions. Motion CARRIED.

Fanplex

The Committee motioned to approve Groundforce Landscapes Lawn maintenance proposal for 2023. Mr. Touchstone second the motion NO Abstentions. Motion CARRIED.

AFCRA's Parking lot

The committee motioned to approve a 10-year extension of Clear Channel's Billboard Lease Agreement with no change to the current terms. Mr. Touchstone second the motion. NO Abstentions. Motion CARRIED.

Community Recreation Special Project Committee Report

Grant Website Design and Marketing Outreach Efforts

Mr. Stewart presented EA Ventures' proposal to design a Grant website to attract a larger audience of grant seekers. There is a one-time fee of \$6,500.00 and \$2,500.00 thereafter on a monthly basis. The process to completion is six to seven months. Mr. Pitts asked if selection is based on the Authority's rules, and a bid is not required? Mr. Stewart replied that if the contract is less than \$25,000.00 per AFCRA's Procurement policy then bidding is not required.

The committee motioned to approve the Grant Website Design and Marketing contract with a one-time service fee of \$6,500.00 and \$2,500.00 monthly fee for a six-to-seven-month time period. Mr. Green second the motion. NO Abstentions. Motion CARRIED.

Requests for Donation

Women in Golf

The Committee motioned to approve \$10,000.00 to support player development and the HBCU Women's Golf Championship. Mr. Sims second the motion. NO Abstentions. Motion CARRIED.

HBCU All-Stars

The Committee motioned to approve \$20,000.00 to support the "2023 Atlanta has Something to Say HBCU All-Stars Challenge." Ms. Falconer second the motion. NO Abstentions. Motion CARRIED.

Mentoring Viable Prospects (MVP)

The Committee motioned to approve \$20,000.00 to support the 2023 baseball college and professional showcase for rising High School Seniors. Mr. Touchstone second the motion. NO Abstentions. Motion CARRIED.

Executive Session

Chairman Whitner made a motion to move into Executive Session for the purpose of discussing Real Estate. Mr. Touchstone second the motion. Motion CARRIED. Mr. Touchstone made a motion to move out of Executive Session. Mr. Sims second the motion. Motion CARRIED. – No Action Taken.

Adjournment

There being no further business, the meeting adjourned at 9:44 a.m.

Certified by:


Ronald W. Sims, II, Secretary

**The City of Atlanta and Fulton County Recreation Authority (“AFCRA”)
Special Call Board of Directors Meeting
1 State Farm Drive NW, Suite Level, Atlanta, Georgia 30303**

**April 25, 2023
8:30 a.m.**

After providing proper public notice, the City of Atlanta and Fulton County Recreation Authority (“AFCRA”) held a Special Call Board of Directors Meeting on Tuesday, April 25, 2023 at 1 State Farm Drive NW, Suite Level, Atlanta, Georgia 30303.

Board Members:

Present: Chairman William K. Whitner, Esq.
Treasurer, Commissioner Bob Ellis
Secretary, Ronald W. Sims, II
Michelle Falconer
Kellye Terrell
E. Carl Touchstone, Esq.

Absent: Commissioner Marvin S. Arrington Jr., Esq.
Vice Chairman, Michael Green
Commissioner Robb Pitts

Quorum Present: Yes

Authority Representatives:

Kerry Stewart, Executive Director
Vivienne Kerr, Executive Assistant
Alvin Kendall, Esq., The Kendall Law Firm, Consultant for AFCRA
Douglass Selby, Esq., AFCRA Legal Counsel, Hunton Andrews Kurth LLP
Jasmine Muse, Paralegal for Hunton Andrews Kurth LLP
Mateo Arias, Esq, Hunton Andrews Kurth LLP
Juan Pittman, FRASCA LLC, Financial Advisor for AFCRA

Proceedings:

Chairman Whitner called the meeting to order at 9:07 a.m.

Executive Session

Mr. Ellis made a motion to move into executive session for the purpose of discussing real estate matters. Mr. Touchstone second the motion. No Abstentions. Motion CARRIED.

Action Taken:

Ms. Falconer made a motion to approve the Resolution of the City of Atlanta and Fulton County Recreation Authority authorizing Inter Alia, the execution of a Purchase and Sale Agreement in connection with the sale of the Centennial Parking Deck and all other documents related to the sale. Mr. Touchstone second the motion. No Abstentions. Motion CARRIED.


Page 1 of 2

Ms. Falconer made a motion to amend the resolution to authorize the executive director to move forward with finalizing payout of the consent fee not to exceed a total of \$825,000 with a maximum of \$425,000 from AFCRA as it relates to the sale of the Centennial parking deck. No Abstentions. Motion CARRIED.

Mr. Ellis made a motion to approve Zoo Atlanta's selection of Turner FS360 as the contractor to construct the new Animal Hospital Center. Mr. Touchstone second the motion. No Abstentions. Motion CARRIED.

Adjournment

There being no further business, the meeting adjourned at 9:42 a.m.

Certified by: 
Ronald Sims (Jun 1, 2023 11:33 EDT)

Ronald W. Sims, II, Secretary

**The City of Atlanta and Fulton County Recreation Authority (“AFCRA”)
Board of Directors Meeting
1 State Farm Drive NW, Suite Level, Atlanta, Georgia 30303**

**May 23, 2023
8:30 a.m.**

After providing proper public notice, the City of Atlanta and Fulton County Recreation Authority (“AFCRA”) held a Board of Directors Meeting on Tuesday, May 23, 2023 at 1 State Farm Drive NW, Suite Level, Atlanta, Georgia 30303.

Board Members:

Present: Chairman William K Whitner, Esq.
Vice Chairman, Michael Green
Treasurer, Commissioner Bob Ellis
Secretary, Ronald W. Sims, II
Commissioner Marvin s. Arrington Jr., Esq.
Michelle Falconer
Kellye Terrell
Commissioner Robb Pitts
E. Carl Touchstone, Esq.

Absent: None

Quorum Present: Yes

Authority Representatives:

Kerry Stewart, Executive Director
Vivienne Kerr, Executive Assistant
Alvin Kendall, Esq., The Kendall Law Firm, Consultant for AFCRA
Douglass Selby, Esq., AFCRA Legal Counsel, Hunton Andrews Kurth LLP

Proceedings:

Chairman Whitner called the meeting to order at 8:35 a.m.

Minutes:

Mr. Ellis made a motion to approve the February 13, 2023 and April 25, 2023 meeting minutes. Mr. Touchstone second the motion. NO Abstentions. Motion CARRIED.

Executive Director Report

City of Atlanta 2023 Summer Youth Employment Program

As done in 2022, Mr. Stewart requested authorization to hire two High School and one college intern with a budget of \$35,000.00 or less for salaries. The two HS students will service John A. White Park Golf Course (“JAWPGC”) and the college intern will work with him on planning on the senior center at JAWPGC. Mr. Sims made a motion to authorize Mr. Stewart to move forward

Page 1 of 5

with hiring the interns at \$35,000.00 or less for salaries. Mr. Touchstone second the motion. NO Abstentions. Motion CARRIED.

Funds Transfer from Wells Fargo – Olympic Cauldron

Mr. Stewart requested the board's approval to move the remaining balance of \$237,534.16 in the Olympic Cauldron account to AFCRA's Operating account. The Cauldron account will be closed. . Ms. Falconer made a motion to approve Mr. Stewart's request to move \$237,534.16 in the Olympic Cauldron account to AFCRA's Operating Account. Mr. Ellis second the motion. NO Abstentions. Motion CARRIED.

Grounds, Facilities and Security Committee Report

First Tee of Metro Atlanta and John A. White Park Golf Course ("FTMA/JAWPGC") Program Location Agreement

Mr. Stewart presented a draft of the agreement submitted by FTMA for the purpose of increasing their access to the course. FTMA will provide golf and life skills education to metropolitan Atlanta area children. Ms. Falconer made a motion to approve the Program Location Agreement. Mr. Sims second the motion. NO Abstentions. Motion CARRIED.

FTMA Budget Shortfall Request

Mr. Marvin Hightower, Executive Director, FTMA submitted a letter of support asking for \$647,091.00 to offset annual losses incurred from operating John A. White Park Golf Course in 2021 and 2022. After discussion, Chairman Whitner asked Mr. Stewart to obtain a side-by-side comparison on what changed and how the shortfall amount doubled in a year's time. Mr. Ellis wants to ensure there is no double counting of funds already received. Mr. Stewart will request this information from FTMA and report it back to the board.

The matter was tabled pending further information.

JAWPGC Upgrades

Mr. Stewart is working with the City of Atlanta and will hold planning sessions for the senior community to determine if changes need to be made to the architectural plans. He is also working with the City of Atlanta Department of Parks and Recreation department on development and planning of the facility. Mr. Stewart wishes to continue working with the original Architect chosen by CIM as opposed to soliciting bids for a new one since he has already provided the initial design and renderings of the facility. There will be up to six meetings with the senior community at such time the renderings will be presented.

Chairman Whitner made a motion to authorize Mr. Stewart to continue discussions/negotiations with the current architect to the extent it will not require waiver of AFCRA's procurement policy regarding obtaining bids for work exceeding certain value thresholds. Ms. Terrell second the motion. NO Abstentions. Motion CARRIED.

Reimbursement of Asset Depreciation

Mr. Stewart received a request from FTMA seeking reimbursement of certain assets that have depreciated with total netbook value of \$193,608.69. Some of the items were previously paid for

by AFCRA and he does not recommend reimbursement. Mr. Ellis made a motion to deny the request. Mr. Touchstone second the motion. NO Abstentions. Motion CARRIED.

Department of Watershed Management Bill

The FTMA has asked for assistance in the past with water bill costs. Their current bill reflects a credit of \$30,000.00 and they are seeking reimbursement for the same from AFCRA to offset this credit. Chairman Whitner made a motion to deny the request. Mr. Touchstone second the motion. NO Abstentions. Motion CARRIED.

State Farm Arena

Statement of Gross Revenues (SOG)

Mr. Stewart presented the SOGR, which reflect they are in good financial standing.

Emergency Capital Repair Request

Arena Operations informed Mr. Stewart of the need to replace the boiler and commercial dishwasher. Per the operating agreement, capital expenses less than \$90,000.00 do not require approval. However, it is anticipated that the cost will exceed that amount. Mr. Stewart is awaiting the Capital Improvement Consultant, Khamisi Walters' report with details surrounding the condition of the equipment.

Chairman Whitner made a motion to approve the capital request within the budgetary limits. Mr. Ellis second the motion. NO Abstentions. Motion CARRIED.

Zoo Atlanta

Animal Health Center

Mr. Stewart explained that the City of Atlanta Department of Parks and Recreation is reviewing the plans for the facility.

Sweeper Services

Mr. Stewart received complaints of trash in the Cherokee lot and was asked to provide sweeper services to perform clean-up of trash. In addition to Kaney & Lane, LLC servicing the Cherokee lot, they will service the grey lot with at a fee of \$150.00 per visit. The annual amount of the agreement is below the procurement policy threshold.

Incident Report and Emergency Repair at the Gateway Parking Deck

Mr. Stewart reported that vagrants were entering the property and damaged the gate that has since been repaired by St. Pierre Fencing LLC.

Attendance

Mr. Stewart presented year-to-date attendance details at the Zoo. No action taken.

Fanplex

Mr. Stewart informed that board that the aging security system was no longer compatible with the upgraded phone system, and he terminated service with MG Systems, Inc.

AFCRA's Parking lots

Media Lot

St. Pierre Fencing LLC replaced a portion of the gate that was hit by a vehicle. Additionally, the rollers were replaced making it easier and safer to open.

AFCFA Asset Expansion

Atlanta Track Club ("ATC")

Mr. Stewart explained that ATC was referred to AFCRA by the City of Atlanta in regard to funding an Indoor Track Facility at Grove Park. He is planning meetings with Commissioner Justin Cutler of the Parks and Recreation Department to discuss the building plans.

Atlanta Civic Center

Details forthcoming on AFCFA's possible management of the facility.

Community Recreation Special Project Committee Report

The following grant requests were submitted for approval:

Westlake High School Baseball Braves Night Tickets (\$520.00)
Favor House Inc Track Club (\$15,000.00)
Mayor's Youth Scholarship Program (\$10,000.00)
NAMC Atlanta Golf Challenge (\$5,000.00)
First Tee of Metro Atlanta Golf Event (\$7,500.00)
National Black Golfers Hall of Fame (\$7,500.00)
Bagley Park Secondary Signage (\$17,479.00)

Ms. Terrell made a motion to approve the grant requests presented. Mr. Touchstone second the motion. NO Abstentions. Motion CARRIED.

Website Design for Grant Purposes

Mr. Stewart played back footage of his video that will launch in the coming months explaining AFCRA's grant process.

Executive Session

Ms. Falconer made a motion to move into executive session for the purpose of discussing real estate and personnel. Ms. Terrell second the motion. Motion CARRIED. Mr. Touchstone made a motion to exit executive session. Ms. Falconer second the motion. Motion CARRIED.


Action Taken

Ms. Falconer made a motion to approve increase of the current Financial Reporting and Bookkeeper contractor salary to \$85,000.00 a year. Mr. Touchstone second the motion. NO Abstentions. Motion CARRIED.

Mr. Touchstone made a motion to authorize Chairman Whitner to enter into a Letter of Intent with Georgia State Board of Regents on behalf of Georgia State University regarding the sale of the Media lot at Turner Field. Ms. Falconer second the motion. No Abstentions. Motion CARRIED.

Adjournment

There being no further business, the meeting adjourned at 10:15 a.m.

Certified by: 
Ronald Sims (Aug 23, 2023 10:00 EDT)
Ronald W. Sims, II, Secretary

**The City of Atlanta and Fulton County Recreation Authority (“AFCRA”)
Board of Directors Meeting
1 State Farm Drive NW, Suite Level, Atlanta, Georgia 30303**

**August 21, 2023
8:30 a.m.**

After providing proper public notice, the City of Atlanta and Fulton County Recreation Authority (“AFCRA”) held a Board of Directors Meeting on Monday, August 21, 2023 at 1 State Farm Drive NW, Suite Level, Atlanta, Georgia 30303.

Board Members:

Present: Chairman William K Whitner, Esq.
Vice Chairman, Michael Green
Treasurer, Commissioner Bob Ellis
Secretary, Ronald W. Sims, II
Commissioner Marvin S. Arrington Jr., Esq.
Michelle Falconer
Kellye Terrell
Commissioner Robb Pitts
E. Carl Touchstone, Esq.

Absent: None

Quorum Present: Yes

Authority Representatives:

Kerry Stewart, Executive Director
Vivienne Kerr, Executive Assistant
Derrick Cannon, AFCRA Bookkeeper
Douglass Selby, Esq., AFCRA Legal Counsel, Hunton Andrews Kurth LLP

Guests:

Michael O’Connor, Deputy Chief of Staff to Fulton County Board of Commissioners Chairman, Robb Pitts

Proceedings:

Chairman Whitner called the meeting to order at 8:40 a.m.

Minutes:

Mr. Pitts made a motion to approve the May 23, 2023 meeting minutes. Mr. Sims second the motion. NO Abstentions. Motion CARRIED.

Executive Director Report

Hank Aaron Academy at Southside Park Project Proposal

Mr. Stewart reported that AFCRA was asked to support the project that is sponsored by the Atlanta Braves Foundation. It's a baseball complex that seats 1,000 spectators, has 5 turfed fields, 2 practice fields and more for kids ages 14 years and older. Morehouse College will hold its baseball games at the complex that is expected to be completed in Spring 2025.

The Commissioner of the City of Atlanta, Parks and Recreation Department, Justin Cutler, is asking AFCRA to contribute \$2,000,000.00. The City of Atlanta has already approved \$3.75 Million for the project.

Mr. Ellis raised the question as to why AFCRA is asked to fund a project publicly sponsored by the City of Atlanta Parks and Recreation Department, and whether there are any issues with AFCRA contributing under such circumstances

After further discussion, Chairman Whitner tabled the matter and wants to attend the next meeting on the topic.

WNBA Atlanta Dream Sports Complex

Chairman Whitner met with the team's general manager who has interest in a permanent arena to hold the WNBA games. Chairman Whitner directed him to Mr. Stewart to continue discussions on the matter. Mr. Stewart visited the Atlanta Convention Center where the team currently holds its game, and maintains that the attendance is at 85 percent capacity. State Farm Arena is too large, and the Atlanta Convention Center is too small, so the team seeks a 5,000-7,000-seat facility with the help of the AFCRA. Chairman Whitner added that the Atlanta Dream is a very competitive team with new management.

Mr. Stewart will provide updates as they develop.

Grounds, Facilities and Security Committee Report

John A. White Park Golf Course ("JAWPGC") Operational Results and Year-Over-Year Comparison

Mr. Stewart presented JAWPGC's operational overview for the period ending July 23, 2023. At the time of the report, guest fees were down. Upgrades to the tee platform will help increase revenue in this area to align with the budget.

First Tee of Metro Atlanta ("FTMA") Shortfall and Capital Expense Reimbursement Request

Chairman Whitner and Mr. Stewart met with FTMA's former Executive Director, Mr. Marvin Hightower to gather more information about the budget shortfall request. Mr. Hightower's letter dated July 24, 2023 outlines agreed upon terms resulting from that meeting and breakdowns the parks deficit amounts. The FTMA requests \$224,256.00 for 2021 (previously approved) and \$391,253.00 for 2022 shortfalls.

Mr. Green made a motion to approve payout of the FTMA's 2021 shortfall of \$224,256.00 and approval of the 2022 budget shortfall in the amount of \$391,253.00. Mr. Touchstone second the motion. NO Abstentions. Motion CARRIED.

FTMA New Executive Director

FTMA named Mr. Jenae Jenkins as its new Executive Director on July 14, 2023. Mr. Jenkins served previously as its Program Director and has been onboard since 2012.

JAWPGC Clubhouse and Senior Center

Mr. Stewart explained that meetings are underway in regard to the senior center. He and Studio H (“SHAPE”), facility designers, have met with seniors in the community to ask them what types of programs they would like to have offered at the center. Some responded they would like medical , counseling and exercise services.

Mr. Green asked how the idea of a senior center came about when it original designed for a Learning center. Mr. Stewart explained that the mayor’s office and some city council members want a senior center in their districts and JAWPGC is the chosen site.

Mr. Stewart will provide updates as they develop.

JAWPGC Course Improvements

Mr. Jeffrey Dunovant, General Manager, JAWPGC/FTMA submitted quotes to Mr. Stewart for the purchase of turf covers and for the upgrade of the ball machine at the range. Mr. Stewart explained to the board that the park was asked previously if they wanted the greens covers, and the response was no, but after the one in a 100-year occurrence of below five-degree temperatures that occurred in 2022, they thought it was best to proceed with the purchase of greens covers to ensure protection of AFCRA/JAWPGC’s investment. He gave Mr. Dunovant permission to proceed with the purchase of the greens covers and equipment to upgrade the ball machine range.

Mr. Stewart asked Chairman Whitner if he could approve operational expenditures at the course without having to seek the board’s approval. Chairman Whitner gave him authorization to do so.

State Farm Arena

The Walters Consulting Group Report on Emergency Capital Repair Request

The Walters Consulting Group has approved the replacement of the dishwasher and boiler.

Mr. Green made a motion to approve the Arena Operations capital repair request for the replacement of the main dishwasher exhaust fan & ductwork , the main dishwasher and boiler. Mr. Touchstone second the motion. NO Abstentions. Motion CARRIED.

Arena Operations Request for Reimbursement from the Traffic and Pedestrian Fund

Mr. Stewart presented the 2022 hours summary report that shows dollars paid to first responders during events and games held at State Farm Arena. Per the operating agreement between AFCRA and Arena Operations LLC, they may request reimbursement of these expenses up to \$360,000.00.

Mr. Sims made a motion to approve Arena Operations' request for reimbursement from the Traffic and Pedestrian Fund up to the maximum amount of \$360,000.00. Mr. Touchstone second the motion. NO Abstentions. Motion CARRIED.

Statement of Gross Revenues (SOGR)

Mr. Stewart reported that the statements presented for the period ended March 31, 2023 show the debt service ratio at the highest he has seen during his tenure with the AFCRA.

Arena Operations Calculation of Facility Admissions Charge

Mr. Stewart presented Arena Operations calculations for the period December 1, 2022 through June 1, 2023 to show the number of events/games and ticket sales.

Centennial Olympic Park Drive ("COPD") Bridge Decay – Falling Concrete Danger

Arena Operations ("AO") reported that large chunks of concrete are falling near the loading dock posing a serious hazard for employees and needs immediate repair. City of Atlanta Department of Transportation ("ADOT") officials will inspect the bridge in preparation of making spot repairs and installation of netting. At the time of this meeting, the lift was ordered, and inspection should be completed. The repairs are not anticipated to start until the November timeframe.

Zoo Atlanta

Groundbreaking of the New Rollins Animal Health Center

Mayor Andre Dickens and other officials and guests were in attendance at the groundbreaking ceremony at the site of the new facility on July 27, 2023. The center is expected to be completed in Summer 2024.

Gateway Parking Deck Fire Alarm Issue

The Walters Consulting Group has investigated and determined the cause of the water damage to 42 speaker strobes at the parking deck. Mr. Stewart explained that condensation from the fixture housing caused water to leak into the strobes causing them to malfunction and as a result false alarm signals are being transmitted to the monitoring company. He asked the board's approval to move forward with the repairs.

Mr. Green made a motion to authorize Mr. Stewart to execute and pay for the repair of the strobes after The Walters Consulting Group reviews the quote by Chief Facility Defense. Mr. Touchstone second the motion. NO Abstentions. Motion CARRIED.

Fanplex

Moving Forward with Affordable Housing Plan with the City of Atlanta

Mr. Stewart has met with Joshua Humphries, City of Atlanta's Director of Housing and Community Development who confirmed that the Affordable Housing Strike Force has intentions to move forward with building affordable housing on the property at 768 Hank Aaron Drive.

Phase I Environmental Site Assessment

Mr. Stewart scheduled and received a Phase I Environment Site Assessment for FanPlex. No environmental hazards were found.

AFCRA's Parking lots

Atlanta Fair

The Fall operation dates are October 6, 2023 through November 5, 2023

Lot Revenue Comparison 2022 and 2023

Mr. Stewart informed the board that revenue is slightly down in the Gray lot due to the writers' strike.

Community Recreation Special Project Committee Report

The following grant requests come from the committee approved:

- 1) Sheltering Arms (\$6,000.00)
Mr. Touchstone second the motion. NO Abstentions. Motion CARRIED.
- 2) Atlanta Bulldogs Academy (\$18,000.00)
Mr. Touchstone second the motion. NO Abstentions. Motion CARRIED.
- 3) Black Colleges Golf Coaches Association (\$3,000.00)
Ms. Terrell second the motion. NO Abstentions. Motion CARRIED.
- 4) Cascade Youth Organization (\$10,000.00)
Mr. Touchstone second the motion. NO Abstentions. Motion CARRIED.
- 5) Network on the Greens HBCU Golf Classic (\$3,000.00)
Mr. Touchstone second the motion. NO Abstentions. Motion CARRIED.

Grant Application Launch Update

EA Ventures has completed the grant application for AFCRA'S website and soon advertisements will be seen on Facebook, Instagram and Twitter/X platforms. Mr. Lamont Franklin and team at EA Ventures will add verbiage to the online presentation on the types of grants available from AFCRA (i.e., uniforms, equipment and registration fees, etc.).

Executive Session

Mr. Green made a motion to move into executive session for the purpose of discussion on real estate. Mr. Sims second the motion. Motion CARRIED. Mr. Touchstone made a motion to exit executive session. Ms. Terrell second the motion. Motion CARRIED.

Action Taken:

Mr. Ellis made a motion to authorize Mr. Stewart and Mr. Selby to move forward with the Centennial parking deck disposition. Mr. Sims second the motion. NO Abstentions. Motion CARRIED.

Adjournment

There being no further business, the meeting adjourned at 10:05 a.m.

Certified by: _____
Ronald W. Sims, II, Secretary

Signature:  _____
Ronald Sims (Nov 7, 2023 17:38 EST)

Email: sims_ronald@bellsouth.net






BOD Meeting Min August 21 2023

Final Audit Report

2023-11-07

Created:	2023-11-07
By:	City of Atlanta & Fulton County Recreation Authority (vkerr@afcra.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAi12JWKw7-HJIU3geoopU2TGh4ge1HCun

"BOD Meeting Min August 21 2023" History

-  Document created by City of Atlanta & Fulton County Recreation Authority (vkerr@afcra.com)
2023-11-07 - 3:54:16 PM GMT- IP address: 50.204.228.166
-  Document emailed to Ronald Sims (sims_ronald@bellsouth.net) for signature
2023-11-07 - 3:54:20 PM GMT
-  Email viewed by Ronald Sims (sims_ronald@bellsouth.net)
2023-11-07 - 4:03:31 PM GMT- IP address: 172.226.170.25
-  Document e-signed by Ronald Sims (sims_ronald@bellsouth.net)
Signature Date: 2023-11-07 - 10:38:51 PM GMT - Time Source: server- IP address: 174.254.33.195
-  Agreement completed.
2023-11-07 - 10:38:51 PM GMT



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0837

Meeting Date: 11/15/2023

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

Discussion: Public Defender Newly Identified Operation ABA Requirement and Standards and Needs for 2024 **(Hall)**