

**FULTON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING**

February 7, 2024
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, Commissioner (District 2)
Dana Barrett, Commissioner (District 3)
Natalie Hall, Commissioner (District 4)
Marvin S. Arrington, Jr., Commissioner (District 5)
Khadijah Abdur-Rahman, Vice Chair (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**24-0072 Board of Commissioners**

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

24-0073 Board of Commissioners

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Atlanta Business League Appreciation Day." **(Hall)**
January 30, 2024

Proclamation recognizing "Alpha Phi Alpha Fraternity, Inc. Eta Lambda Chapter Appreciation Day." **(Arrington)**
February 2, 2024

Proclamation recognizing "Gloria Elizabeth Freeman Appreciation Day."
(Abdur-Rahman)
February 2, 2024

Proclamation recognizing "Jancy Thorne Reavis Remembrance Day." **(Ellis)**
February 3, 2024

Commissioners' District Board Appointments**24-0074 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 expired: 12/31/2023
Karen E. Levy **(Pitts)**

Chairman Pitts has nominated Karen E. Levy for a District reappointment to a term ending December 31, 2026.

24-0075 Board of Commissioners**FULTON-DEKALB HOSPITAL AUTHORITY D/B/A GRADY HEALTH SYSTEM**

Consists of ten (10) trustees (members). The Board of Commissioners of Fulton County appoints seven (7) trustees (members) and the Board of Commissioners of DeKalb County appoints three (3). (See Fulton County Code § 13-2-11). The Fulton County Code does not prescribe the method of appointment; however, historically, each Commissioner has appointed one person to serve.

Term = 4 years

Term below expired: 12/31/2023

Alicia M. Ivey (**Arrington**)

Commissioner Arrington has nominated Alicia Ivey for a District reappointment to a term ending December 31, 2027.

24-0076 Board of Commissioners**DEVELOPMENT AUTHORITY OF FULTON COUNTY**

At the Special Call Meeting, May 30, 1973, the Board of Commissioners appointed seven (7) members to serve on this Authority. In 1992, two more members were added to this board bringing the total to nine (9) members appointed by the Board of Commissioners of Fulton County. Historically, each Commissioner has appointed one person to serve on this board. In addition, two persons are appointed and confirmed by the full Board of Commissioners.

Term = 4 years staggered

Term below expires: 5/31/2025

Vacant (**Arrington**)

Commissioner Arrington has nominated Alvin Kendall to a District appointment to an unexpired term ending May 31, 2025.

24-0077 Board of Commissioners**FULTON COUNTY VETERANS' EMPOWERMENT COMMISSION, INC.**

Each Commissioner shall appoint two (2) members.

Term = 3 Years

Term below expires: 12/31/2024

Mike E. Mizell (**District 1**)

Commissioner Thorne has nominated John Walsh to replace Mike E. Mizell for a District appointment to an unexpired term ending December 31, 2024.

Health and Human Services**24-0078 Public Works**

Request approval of a change order less than 10% - Public Works, 17RFP031617K-DJ Progressive Design/Build Services for Big Creek Water Reclamation Facility (WRF) Expansion Project Phase 2B in an amount not to exceed of \$759,719.88 with Archer Western-Brown and Caldwell Joint Venture (Atlanta, GA) to cover costs associated with previously approved inclement weather days which will extend the project end date to August 7, 2024 and for additional scope of work changes needed for the safe and efficient operation of the future treatment plant. Effective upon BOC approval.

Infrastructure and Economic Development**24-0079 Select Fulton**

Request approval of an Amended and Restated Economic Development Services Agreement between Fulton County, Georgia and the Development Authority of Fulton County (DAFC) to ensure efficiency of service delivery and coordination of the County's economic development efforts. Effective upon execution for an initial term of five (5) years and then an automatic renewal period of five (5) additional years.

Justice and Safety**24-0080 Emergency Management**

Request approval of an Intergovernmental Agreement for Animal Control Services between Fulton County, Georgia and City of Alpharetta for a period of time that shall terminate at 2400 hours on December 31, 2028. The purpose of this Intergovernmental Agreement is to provide vital and necessary animal control services for the County's homeless pets while enforcing the animal control laws of Fulton County in a manner that reflects quality and professionalism.

24-0081 Emergency Management

Request approval of an Intergovernmental Agreement for Animal Control Services between Fulton County, Georgia and Union City for a period of time that shall terminate at 2400 hours on December 31, 2028. The purpose of this Intergovernmental Agreement is to provide vital and necessary animal control services for the County's homeless pets while enforcing the animal control laws of Fulton County in a manner that reflects quality and professionalism.

24-0082 Emergency Management

Request approval of an Intergovernmental Agreement for Animal Control Services between Fulton County, Georgia and City of South Fulton for a period of time that shall terminate at 2400 hours on December 31, 2028. The purpose of this Intergovernmental Agreement is to provide vital and necessary animal control services for the County's homeless pets while enforcing the animal control laws of Fulton County in a manner that reflects quality and professionalism.

24-0083 Emergency Management

Request approval of an Intergovernmental Agreement for Animal Control Services between Fulton County, Georgia and City of Palmetto for a period of time that shall terminate at 2400 hours on December 31, 2028. The purpose of this Intergovernmental Agreement is to provide vital and necessary animal control services for the County's homeless pets while enforcing the animal control laws of Fulton County in a manner that reflects quality and professionalism.

REGULAR MEETING AGENDA**24-0084 Board of Commissioners**

Adoption of the Regular Meeting Agenda.

24-0085 Clerk to the Commission

Ratification of Minutes.

Regular Meeting Minutes, January 10, 2024

Recess Meeting Post Agenda Minutes, January 24, 2024

24-0086 Board of Commissioners

Presentation of Proclamations and Certificates.

Proclamation recognizing "Dementia Awareness Day." (Ellis)

PUBLIC HEARINGS**24-0087 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 sixty (60) minutes at the Regular Meeting, nor will this portion exceed sixty (60) minutes at the Recess Meeting. In the event the 60-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. For more information or to arrange a speaking date, contact the Clerk's Office.

COUNTY MANAGER'S ITEMS**Open & Responsible Government****24-0088 County Manager**

Discussion: County Manager Update

24-0055 Information Technology

Request approval to award a contract without competition - Department of Information Technology, 19RFP3152019K-DJ, Agenda Management System with Carahsoft Technology Corporation (Reston, VA) in an amount not to exceed \$267,200.35 to provide licenses and professional services required to upgrade the existing agenda management system. Effective upon BOC approval until final acceptance of project deliverables and milestones. **(HELD ON 1/24/24)**

24-0089 Information Technology

Request approval of a recommended proposal - Fulton County Information Technology Department, 23RFP139160B-EC, Digital Multi-functional Devices and Support Services in an amount not to exceed \$724,581.72 with Standard Office Systems of Atlanta, Inc. (Duluth, GA) to provide maintenance, supplies, support services, and software and associated hardware for all multi-function devices countywide. Effective upon BOC approval through December 31, 2024, with four renewal options.

24-0060 Real Estate and Asset Management

Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC 99999-001-SPD0000183-0006, Police Pursuit and Special Services Vehicles in an amount not to exceed \$611,020.00 with Wade Ford, Inc. (Smyrna, GA), to purchase and deliver sixteen (16) law enforcement/administrative vehicles for the Fulton County District Attorney's Office. This is a one-time procurement. **(HELD ON 1/24/24)**

24-0090 Real Estate and Asset Management

Request approval of recommended proposals - Department of Real Estate and Asset Management, 23RFP138765K-CRB, Standby Professional Services for Environmental Engineering and Testing Services in the total amount not to exceed \$150,000.00 with (A) Atlas Technical Consultants, LLC (Duluth, GA) in an amount not to exceed \$50,000.00; (B) Nova Engineering & Environmental, LLC (Kennesaw, GA) in an amount not to exceed \$50,000.00, and (C) Oasis Consulting Services (Roswell, GA) in an amount not to exceed \$50,000.00, to provide standby professional services for environmental engineering and testing services. Effective upon BOC approval through December 31, 2024, with two renewal options.

24-0091 Real Estate and Asset Management

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 21RFP127274K-BKJ, Comprehensive Operations and Preventive and Predictive Maintenance Services for the Fulton County Jail and the Jail South Annex in an amount not to exceed \$5,383,820.00 with Johnson Controls, Inc., (Atlanta, GA), to provide comprehensive operations, preventive, and corrective maintenance services. This action exercises the third of four renewal options. One renewal option remains. Effective Dates: January 1, 2024, through December 31, 2024.

Arts and Libraries**24-0092 Library**

Request approval to increase the spending authority, Fulton County Library System, 21RFP0210B-EC, Shelf-Ready Books for Adults, Teens and Children and Lease Books for Adults in the amount not to exceed \$263,888.96 with Baker and Taylor, Inc. to replace damaged books at the Cleveland Avenue Branch Library. Effective upon BOC approval.

COMMISSIONERS' ACTION ITEMS**24-0064 Board of Commissioners**

Request approval of a Resolution by the Fulton County Board of Commissioners directing an external review of the actions and procedures of the Board of Ethics over the past 5 years; and for other purposes. **(Arrington) (MOTION TO APPROVE FAILED ON 1/24/24)**

24-0065 Board of Commissioners

Request approval of an Ordinance to amend Chapter 2 (Administration), Article II (Officers and Employees), Division 2 (Code of Ethics) of the Fulton County Code of Ordinances to create a new Code Section 2-80.1 requiring the appointment of an Interim Ethics Hearing Officer where there exists a conflict of interest between the Board of Ethics and any party filing a complaint or any party accused of violating the Code of Ethics; and for other purposes. **(Arrington) (MOTION TO APPROVE FAILED ON 1/24/24)**

24-0093 Board of Commissioners

Request approval of a Resolution by the Fulton County Board of Commissioners urging the Georgia General Assembly to support legislation sponsored by the State Senator Donzella James to amend the Official Code of Georgia to lift the ban relating to restrictions on rent regulations by local governments and allow Counties and Municipalities the ability to regulate the rent to be charged for privately owned single-family or multiple-unit residential properties for those residing within the state of Georgia; and for other purposes. **(Hall)**

24-0094 Board of Commissioners

Request approval of a Resolution to amend the Fiscal Year 2024 Budget; to amend the Fulton County Code of Laws related to budgetary controls over expenses of Commissioners; and for other purposes. **(Abdur-Rahman)**

Commissioners' Full Board Appointments**24-0095 Board of Commissioners**

BOARD OF TRUSTEES OF THE FULTON COUNTY EMPLOYEES' RETIREMENT SYSTEM

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

Term = 1 Year

Term below expired: 12/31/2023

Vice Chair Khadijah Abdur-Rahman (Position #2/BOC)

Chairman Pitts nominated Vice Chair Abdur-Rahman for a Full Board reappointment to a term ending December 31, 2024.

24-0096 Board of Commissioners**BOARD OF TRUSTEES OF THE FULTON COUNTY EMPLOYEES' RETIREMENT SYSTEM**

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

Term = 4 years

Term = 1 Year

Terms below expired: 12/31/2023

Commissioner Dana Barrett (**Position #1 - Chair/Designee**)

Commissioner Bob Ellis (**Position #3/BOC**)

Chairman Pitts has nominated Commissioner Barrett for Full Board reappointment to a term ending December 31, 2024.

24-0097 Board of Commissioners**BOARD OF TRUSTEES OF THE FULTON COUNTY EMPLOYEES' RETIREMENT SYSTEM**

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

Term = 4 years

Term = 1 Year

Terms below expired: 12/31/2023

Commissioner Dana Barrett (**Position #1 - Chair/Designee**)

Commissioner Bob Ellis (**Position #3/BOC**)

Chairman Pitts has nominated Commissioner Ellis for Full Board reappointment to a term ending December 31, 2024.

24-0098 Board of Commissioners**ADMINISTRATIVE COMMITTEE OF THE FULTON COUNTY DEFINED CONTRIBUTION PLAN**

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

Term = 4 Years

Term = 1 Year (Positions 2 & 3)

Term below expired: 12/31/2023

Vice Chair Khadijah Abdur-Rahman (**Chair/Designee/BOC**)

Chairman Pitts has nominated Vice Chair Abdur-Rahman for a Full Board reappointment to a term ending December 31, 2024.

COUNTY MANAGER'S PRESENTATION AND DISCUSSION ITEMS**Open & Responsible Government****24-0099 External Affairs**

Presentation of 2024 State Legislative Session Update.

Infrastructure and Economic Development**24-0100 Select Fulton**

Presentation: Development Authority of Fulton County Governmental Accounting Standards Board, GASB 77.

EXECUTIVE SESSION**24-0101 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.: 24-0073

Meeting Date: 2/7/2024

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

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Atlanta Business League Appreciation Day." **(Hall)**
January 30, 2024

Proclamation recognizing "Alpha Phi Alpha Fraternity, Inc. Eta Lambda Chapter Appreciation Day."
(Arrington)
February 2, 2024

Proclamation recognizing "Gloria Elizabeth Freeman Appreciation Day." **(Abdur-Rahman)**
February 2, 2024

Proclamation recognizing "Jancy Thorne Reavis Remembrance Day." **(Ellis)**
February 3, 2024



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0078

Meeting Date: 2/7/2024

Department

Public Works

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

Request approval of a change order less than 10% - Public Works, 17RFP031617K-DJ Progressive Design/Build Services for Big Creek Water Reclamation Facility (WRF) Expansion Project Phase 2B in an amount not to exceed of \$759,719.88 with Archer Western-Brown and Caldwell Joint Venture (Atlanta, GA) to cover costs associated with previously approved inclement weather days which will extend the project end date to August 7, 2024 and for additional scope of work changes needed for the safe and efficient operation of the future treatment plant. Effective upon BOC approval.

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

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

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: Pursuant to the contract, this request for a Change Order is required in order to utilize a total of \$759,719.88 from the Owner's Contingency.

Scope of Work: Public Works Department is seeking approval to utilize the Owners Contingency within the contract for the following six (6) items:

Item	Scope of Work Description	Cost
1	JV required compliance with Georgia Power Bulletin 18-23	\$77,402.73
2	Additional cameras/monitoring equipment to Headworks Building dumpster area	\$55,793.23
3	SCADA upgrades	\$20,794.52
4	Compensation to the JV for the 11 approved weather days during the 2021 project	\$210,239.86
5	Compensation to the JV for the 14 approved weather days for project year 2023	\$282,845.52
6	Relocation of redundant secondary servers to a more appropriate location away from primary systems	\$112,644.02
	TOTAL	\$759,719.88

To date the Public Works Department has been given the authority to utilize \$598,572.13. This request would put our total authority at \$1,358,292.01, which is still less than 10% of project total.

Community Impact: No community issues/concerns have been noted.

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

Project Implications: The project implications associated with this request are extremely impactful to the future operation of the completed plant. If the included action items, such as the SCADA upgrades and the secondary sewer locations are not completed, this plant would not be consistent with the County's other facilities, nor will it meet the operation expectations of future County employees and contractors that will work at the plant.

Community Issues/Concerns: No community issues/concerns noted.

Department Issues/Concerns: The 11 weather days associated with project year 2021 were approved under the first change order as Agenda Item No. 22-0661 at the September 21, 2022 meeting of the BOC. Compensation associated with those weather days was not included in previous change orders but will be included in this request pending approval of this agenda item.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	20-0476	7/8/2020	\$274,768,712.00
Change Order #1	22-0661	9/21/2022	\$259,128.00
Change Order #2	23-0075	2/1/2023	\$339,444.13
Change Order #3			\$759,719.88
Total Revised Amount			\$276,127,004.01

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

Contract Value: \$759,719.88

Prime Vendor: Archer Western/Brown and Caldwell (JV)
Prime Status: Archer Western (\$683,747.89 or 90.00%) Non-Minority &
Brown and Caldwell (\$75,971.99 or 10.00%) Non-Minority

Location: Atlanta, GA

County: Fulton County

Prime Value: \$759,719.88 or 100.00%

Total Contract Value: \$759,719.88 or 100.00%

Total Certified Value: \$0.00 or 0.00%

Exhibits Attached

Exhibit 1: Change Order No. 3 to Form of Contract

Exhibit 2: Performance Evaluation

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$274,768,712.00

Previous Adjustments: \$598,572.13

This Request: 759,719.88

TOTAL: \$276,127,004.01

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:**

235-540-5400-S157: W&S Construction 2020, Public Works, Big Creek Plant Expansion

Key Contract Terms**Start Date:** 8/24/2020**End Date:** 8/7/2024**Cost Adjustment:**

\$759,719.88

Renewal/Extension Terms:

August 7, 2024

Overall Contractor Performance Rating: 4**Would you select/recommend this vendor again?**

Yes

Report Period Start:

7/1/2023

Report Period End:

9/30/2023

CHANGE ORDER NO. 3 TO FORM OF CONTRACT

Contractor: **Archer Western-Brown and Caldwell Joint Venture**

Contract No. **17RFP031617K-DJ Progressive Design/Build Services for Big Creek Water Reclamation Facility (WRF) Expansion Project Phase 2B**

Address: **990 Hammond Drive, Suite 400 Atlanta, Ga**
City, State

Telephone: **404-926-0771**

Facsimile or: **dpetersen@walshgroup.com**
E-mail address

Contact: **Duane Petersen**
Walsh Group, COO

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Archer Western-Brown and Caldwell Joint Venture to perform progressive design/build services for Big Creek Water Reclamation Facility (WRF) Expansion Project Phase 2B, dated August 21, 2020, on behalf of the Public Works Department.; and

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

WHEREAS, this Change Order 3 was approved by the Fulton County Board of Commissioners on Wednesday, _____ under BOC #24-.

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

This Change Order No. 3 to Form of Contract is effective as of the ____ day of January 2024, between the County and Archer Western-Brown and Caldwell Joint Venture, who agree that all Services specified will be performed by in accordance with this Change Order No. 3 to Form of Contract and the Contract Documents.

- 1. SCOPE OF WORK TO BE PERFORMED:** The Public Works Department is seeking authority to utilize the Owners Contingency within the contract for the following six (6) items:
 - (1) JV required compliance with Georgia Power Bulletin 18-23 in the amount of \$77,402.73,
 - (2) costs associated with Public Works' request to add cameras/monitoring equipment to the Headworks Building's dumpster area in the amount of \$55,793.23,

(3) SCADA upgrades in the amount of \$20,494.52,
(4) compensation to the JV for the 11 approved weather days during the 2021 project year in the amount of \$210,239.86. and
(5) compensation to the JV for the 14 approved weather days for project year 2023(January 1st-November 30th) in the amount of \$282,845.52. The 14 days being requested will be added to the previously approved substantial completion date of 7/24/2024 and result in a new substantial completion date of 8/7/2024.
(6) relocation of redundant secondary servers to a more appropriate location away from primary systems. The redundant secondary server location has been identified as the Main Electrical Building. The cost associated with his work is \$112,644.02.
The Public Works Department is seeking approval to utilize a total of \$759,719.88 from the Owner's Contingency.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$759,719.88.
3. **LIABILITY OF COUNTY:** This Change Order No. 3 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chairman on behalf of the Board of Commissioners, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF CHANGE ORDER NO. 3 TO FORM OF CONTRACT:** Except as modified by this Change Order No. 3 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

CONTRACTOR:

**Archer Western-Brown and
Caldwell Joint Venture**

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Duane Petersen
COO

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: _____

David E. Clark, Director
Public Works

Commission Expires: _____

(Affix Notary Seal)

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



**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

CONSTRUCTION SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
7/01/2023	9/30/2023	8/24/2020	7/10/2024
Purchaser Order Number		Purchase Order Date	
540 17RFP031617K-DJ(2B)		8/25/2020	
Department			

PUBLIC WORKS

Bid Number	Service Commodity
	Big Creek WRF Expansion Phase 2B
Contractor	

Archer Western/ Brown & Caldwell JV

Performance Rating

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


1. Project Development	(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)
------------------------	---

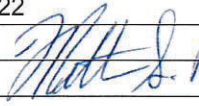
	0	All design efforts and scheduling have been completed to the highest quality and submitted to Fulton County for review and comments. They have enough staff to properly supervise, build, inspect, submit, and approve submittal, schedule, training, commissioning, and order equipment in a timely fashion, & trying to keep the project on schedule and at projected cost.
	1	
	2	
	3	
X	4	

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

	0	Archer Western and Brown & Caldwell are staying within the scheduled milestones. They are reliable and responsive to our requests and direction. They are presently behind schedule by 50 days, due to issues outside of their control involving deliveries delays from Kubota's vendors.
	1	
	2	
	3	
X	4	We are working to get training and commissioning coordinated.

3. Award - Proposal Development		(Timeless/Due Duties - Reasonable/Cooperative - Flexible/Motivated)
	0	Archer Western and Brown and Caldwell are very reasonable, cooperative, flexibly, and motivated to do a good job on this project. They are actively concerned that they stay on schedule to perform the labor and secure the equipment that will ultimately be withing the different buildings. They are slightly ahead of schedule on some of the structural. We are working as a team to fulfill the training & commissioning of the plant.
	1	
	2	
	3	
X	4	
4. Constructions		(Mobilization Timely - Were Milestones Met - Met/Exceeded Specification - Within Budget Performance - Proper Invoicing - Quality of Work Responsive to Owner)
	0	The working being performed by the contractor and the design team is of good quality. They are meeting our expectations and have so far met our milestones. We are within the projected budget, and they are invoicing us in a very understandable format. As we get closer toward the completion of the project the pace and number of employees are increasing.
	1	
	2	
	3	
X	4	
5. Contractors Key Personnel		(Credential/Experience Appropriate- Effective Supervision/Management - Available as Needed)
	0	I have been very impressed with the credentials of the staff and the experience this team has on building this Wastewater Facility. They have a very good level of management necessary to properly direct their workers and the subcontractors they manage. They also seem to be able to work with their suppliers to obtain equipment and materials that meet our specifications and hopefully get delivered on time.
	1	
	2	
	3	
X	4	

Overall Performance Rating	4.00	Date	9/29/2022
Would you select/recommend this vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Rating completed by:	Walter Rekuc		
Department Head Name:	David Clark		
Department Head Signature			


 DS
 TM

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

Submit

Print

Save



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0079

Meeting Date: 2/7/2024

Department

Select Fulton

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

Request approval of an Amended and Restated Economic Development Services Agreement between Fulton County, Georgia and the Development Authority of Fulton County (DAFC) to ensure efficiency of service delivery and coordination of the County's economic development efforts. Effective upon execution for an initial term of five (5) years and then an automatic renewal period of five (5) additional years.

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

O.C.G.A. § 36-10-1 provides that all contracts entered by Fulton County with other partners or persons on behalf of the County shall be in writing and entered on the Board of Commissioners meeting minutes.

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?

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: On December 12, 2020, pursuant to Agenda Item 20-0899, the County and DAFC entered into an agreement for the provision of economic development services within the County. This Amended and Restated Agreement modifies that previous agreement by further clarifying the

relationship between Select Fulton and the DAFC to ensure coordinated and collaborative efforts regarding economic development within the County. The Amended and Restated Agreement provides that the Executive Director of DAFC, the County Manager, and the Director of Select Fulton, or their designees, shall collaborate and develop strategic goals for economic development within the County, which will be designed to fulfill the policy vision of DAFC and the County as established by their respective governing authorities. Select Fulton and DAFC serve various roles in economic development throughout Fulton County based on their respective expertise or as promulgated by laws. Specifically, Select Fulton leads in providing Business and Workforce Development services for Fulton County. DAFC, through its powers under the Development Authorities Law, provides services to develop and promote trade, commerce, industry, and employment opportunities for the public good and the general welfare, including, but not limited to, facilitating certain commercial and other public finance developments such as office, warehouse, manufacturing, retail and restaurant, residential, data center, hotel, medical, film, parking, and educational facilities.

Community Impact: This Amended and Restated Agreement enables countywide alignment of economic development services between Fulton County and the DAFC.

Department Recommendation: The Department recommends approval.

Project Implications: None

Community Issues/Concerns: None

Department Issues/Concerns: Given the establishment of Select Fulton as the County's Economic Development Department in 2022, an amended agreement is needed to define roles and play to the strengths of each respective organization. This will allow for increased efficiency of resources, minimize duplication of efforts and allow for more strategic partnerships to benefit Fulton County residents and businesses. This amended agreement does not limit either organization from participating in broader or overlapping efforts.

Fiscal Impact / Funding Source

Funding Line 1:

n/a

AMENDED AND RESTATED

ECONOMIC DEVELOPMENT SERVICES AGREEMENT

BETWEEN FULTON COUNTY, GEORGIA

AND

DEVELOPMENT AUTHORITY OF FULTON COUNTY

This Amended and Restated Economic Development Services Agreement (the “Agreement”) is made and entered into this __ day of _____, 2023, between Fulton County, Georgia, a political subdivision of the State of Georgia, (hereinafter “County”), and the Development Authority of Fulton County, (hereinafter “DAFC”), a public body corporate and politic and a political subdivision of the State of Georgia created pursuant to O.C.G.A. § 36-62-1 et seq (the “Development Authorities Law”). The County and DAFC may be individually referred to as a “Party” and collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County and DAFC entered into an agreement on December 12, 2020 (the “Prior Agreement”) to formally coordinate the provision of economic development services with the DAFC in order to promote economic development and opportunity for all within the County; and

WHEREAS, in 2022, Fulton County formally established Select Fulton, then a division of the County Manager’s Office, as the County’s Economic Development Department; and

WHEREAS, the County recognizes the need to implement a coordinated and synergistic approach to maximize economic development opportunities within the County; and

WHEREAS, the County further recognizes that to ensure efficiency of service delivery, the County’s economic development efforts would best be utilized by coordinating with DAFC, thereby creating one primary point of contact for economic development within the County; and

WHEREAS, the County and DAFC desire to amend and restate the Prior Agreement for the coordination of economic development services between DAFC and the County, acting through Select Fulton; and

NOW THEREFORE, in consideration of the foregoing and pursuant to the authority contained in Article IX, Section III, Paragraph I of the Georgia Constitution, the Parties agree as follows:

ARTICLE 1. JOINT RESPONSIBILITIES

- 1.1 Strategic Planning.** The Executive Director of DAFC, or his or her designee, the County Manager, or his or her designee, and the Director of Select Fulton, or his or her designee, shall collaborate and develop strategic goals for economic development within the County, which will be designed to fulfill the policy vision of DAFC and the County as established by their respective governing authorities. Said goals will be reduced to writing and distributed to each Party.
- 1.2 Execution of Strategic Plan.** The Executive Director of DAFC will coordinate with the Director of Select Fulton throughout each year the Agreement is in place to ensure successful implementation of the strategic goals agreed upon by both Parties.

ARTICLE 2. RESPONSIBILITIES OF THE PARTIES

2.1 Facilities. The County shall provide physical space in Suite 2052 of the Fulton County Government Center located at 141 Pryor Street, SW, Atlanta, Georgia 30303, as the same may be relocated in consultation with the Director of Select Fulton and the Department of Real Estate and Asset Management, with said space being reasonably adequate for (i) the County employees operating under the supervision of the Director of Select Fulton; and (ii) DAFC employees operating under the supervision of the Executive Director of the DAFC. Notwithstanding the foregoing, the provisions of this Section 2.1 shall remain subject to Sections 3 through 9 of that certain *Memorandum of Agreement between Fulton County, Georgia and Development Authority of Fulton County Regarding the Use of Certain Office Space*, dated July 12, 2016.

2.2 Expenses. Each Party shall be responsible for their own travel costs and related expenses in pursuit of economic development opportunities and related activities without seeking reimbursement or contribution from the other Party.

ARTICLE 3. SCOPE OF SERVICES

- 3.1 Liaison.** The Director of Select Fulton shall be the primary contact with DAFC for economic development issues and initiatives of the County. The Executive Director of DAFC, DAFC personnel and board members shall work with Select Fulton to assist the County with the facilitation of potential projects that spur economic development as they relate to Section 1.1 of this Agreement; provided, however, any approval of matters authorized under the Development Authorities Law, O.C.G.A. § 36-62-1 et seq., such as a letter of inducement, bond resolution, other resolution or Regional Economic Business Assistance (“REBA”) Grant is subject to the approval of the DAFC board members. The Parties recognize that they each have respective roles in promoting economic development in Fulton County, but will work cooperatively in accordance with Article 1 of this Agreement without assuming each other’s respective roles.

- 3.2 Services and Roles.** Select Fulton and DAFC serve roles in economic

development throughout Fulton County based on their respective expertise or as promulgated by laws. Specifically, Select Fulton leads in providing Business and Workforce Development services for Fulton County. DAFC, through its powers under the Development Authorities Law, provides services to develop and promote trade, commerce, industry, and employment opportunities for the public good and the general welfare, including, but not limited to, facilitating certain commercial and other public finance developments such as office, warehouse, manufacturing, retail and restaurant, residential, data center, hotel, medical, film, parking, and educational facilities.

The Services of Select Fulton and DAFC are further described below.

3.2.1 Select Fulton Services

1. Business Attraction and Recruitment
2. Business Retention and Expansion
3. Marketing and Promotion of Fulton County for Business
4. Redevelopment of County-owned Properties
5. Municipal Coordination of Economic Development
6. Small Business Financing and Support
7. Management and Administration of Special Taxing Districts
8. Community Improvement District (“CID”) Coordination of Economic Development
9. Transportation and Transit in Support of Economic Development
10. Infrastructure Development in Support of Economic Development
11. Industry Ecosystem Development and Support
12. Career Workforce Development Training
13. Youth Workforce Training
14. Regional Marketing and Economic Development Partnerships

3.2.2 DAFC Services

1. Federally Taxable and Tax-Exempt Bond Issuances for 501(c)(3) Organizations and Certain Qualified Projects
2. Bonds-For-Title Bond Issuances for Tax Incentive Projects
3. Facilitate State REBA Grants
4. Economic Development Services, Tools and Strategic Initiatives to Further DAFC’s Purpose and Mission (collectively, “Other DAFC Initiatives”)
5. Local, Regional and National Promotion of DAFC’s Bond Financing Program and Other DAFC Initiatives
6. GASB 77 and Economic Impact Reporting for DAFC Activities
7. Tax Equity and Fiscal Responsibility Act (“TEFRA”) Approval Process
8. Monitor and Speak on Legislation Affecting Development Authorities
9. Collaboration with Economic Development Partners and Agencies in the County, State and Region, Including Select Fulton

Notwithstanding the foregoing, the Parties hereto acknowledge that some of the Select Fulton Services and the DAFC Services may necessarily overlap and, and, in such instances may be provided through a collaborative partnership between Select Fulton and DAFC in accordance with the terms of this Agreement.

3.3 Reporting. DAFC, in coordination with the Director of Select Fulton or his or her designee, shall annually report to the Fulton County Board of Commissioners on DAFC's economic development activity of the prior year in writing and by oral presentation at a Board of Commissioners' regularly scheduled meeting. The oral presentation, at minimum, must address the annual GASB 77 tax abatement disclosure report and financial reporting of operations of the previous year.

ARTICLE 4. TERM AND TERMINATION

4.1 Term. The term of this Agreement shall be for five (5) years (the "Initial Term") and shall automatically renew for one (1) additional five (5) year term (the "Renewal Term") unless written notice is provided by one Party to the other Party at least ninety (90) days before the expiration of the Initial Term or the Agreement is terminated by either Party pursuant to Section 4.2 of this Agreement.

4.2 Termination. Either Party may terminate this Agreement for any reason or for no reason upon ninety (90) days prior written notice to the other Party. The termination shall become effective on the ninetieth day following the date of written notice given.

4.3 Effect of Change in Law/Agreement to Renegotiate. Should (i) a court of competent jurisdiction rule that any provision of this Agreement violates any state or federal law, rule, or regulation; or (ii) counsel for both Parties mutually determine that a ruling from a court of competent jurisdiction would adversely affect any provision of this Agreement, the Parties agree to renegotiate such affected provisions within ninety (90) days from such ruling or determination by counsel in order to affect compliance with any such ruling or determination. In the event the Parties cannot reach a mutually agreeable resolution memorialized as an amendment to this Agreement within ninety (90) days after an adverse court ruling, this Agreement will terminate automatically.

ARTICLE 5. GENERAL PROVISIONS

5.1 Assignment. This Agreement may not be assigned by either Party without the express prior written consent of the other Party.

5.2 Governance. This Agreement and each provision hereof shall be construed under and governed by the laws of the State of Georgia without regard to its choice of law or principles.

5.3 Severability. The provisions of this Agreement are severable. If any clause or provision shall be held invalid or unenforceable in whole or in part, then such invalidity or unenforceability shall attach only to such clause or provision, or a part thereof, and the remainder of Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law unless to do so would defeat the purpose of this Agreement.

5.4 Entire Agreement . This Agreement constitutes the entire integrated Agreement

between the Parties, and it is expressly understood and agreed that the Agreement may not be altered, amended, modified, or otherwise changed in any respect, except by writing executed by each Party or an authorized representative of each Party affected by any such modification.

5.5 Captions. The captions in this Agreement are for purposes of convenient reference only and form no part hereof.

5.6 Binding, Effect, and Amendment. This Agreement, together with any amendments or attachments hereto, shall be binding upon the Parties, and their heirs and successors, and this Agreement may be amended only by written instrument signed by both Parties hereto.

5.7 Notice. Any notice, request, instruction or other document to be given pursuant to this Agreement by either Party shall be in writing and delivered personally or sent by certified mail, postage prepaid, return receipt requested, to the other Party at the address set forth below or to other address as such Party may from time to time designate.

To County:

Chairman, Fulton County Board of Commissioners
141 Pryor Street, SW Suite 10032
Atlanta, Georgia 30303

County Manager
Fulton County
141 Pryor Street, SW Suite 10061
Atlanta, Georgia 30303

County Attorney Fulton County
141 Pryor Street, SW Suite 4038
Atlanta, Georgia 30303

Director of Select Fulton - Fulton County
141 Pryor Street, SW Suite 2052 (Peachtree Level)
Atlanta, Georgia 30303

To the DAFC:

Chairman
Development Authority of Fulton County
141 Pryor Street, S.W. Suite 2052 (Peachtree Level)
Atlanta, Georgia 30303

Executive Director
Development Authority of Fulton County
141 Pryor Street, S.W. Suite 2052 (Peachtree Level)
Atlanta, Georgia 30303

and:

Arnall Golden Gregory LLP
Attn: Sandra Z. Zayac, Counsel to the DAFC
171 17th Street NW, Suite 2100
Atlanta, Georgia 30363

Any notice shall be deemed to have been received by the Party to whom it is addressed (i) upon actual receipt at the office of such Party in the case of notices sent by hand or nationally recognized overnight delivery service; or (ii) three (3) days after it is deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, to such Party.

5.8 Portion of Damages for Which the Parties Can Be Held Liable. It is hereby stipulated and agreed between the Parties that with respect to any claim or action arising out of the activities described in this Agreement, each Party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the actions or omissions of its own employees. However, nothing herein shall be construed to be a waiver of any governmental immunity or any defense otherwise available to each Party, including their officials, officers, employees or agents.

5.9 Duplicate Originals. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Electronic, photocopy and facsimile copies of signatures may be used in place and stead of original signatures with the same force and effect as originals.

SIGNATURES CONTAINED ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

FULTON COUNTY, GEORGIA

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

Attest: _____
Name: Tonya R. Grier
Title: Clerk to the Commission

APPROVED AS TO FORM:

By: _____
Name: Y. Soo Jo
Title: Fulton County Attorney

DEVELOPMENT AUTHORITY OF FULTON COUNTY

By: _____
Name: Michel M. Turpeau
Title: Chairman, Development Authority of Fulton County

Attest: _____
Name: Kyle Lamont
Title: Secretary

APPROVED AS TO FORM:

By: _____
Name: Sandra Z. Zayac
Title: Counsel to Development Authority of Fulton County



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0080

Meeting Date: 2/7/2024

Department

Emergency Management

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

Request approval of an Intergovernmental Agreement for Animal Control Services between Fulton County, Georgia and City of Alpharetta for a period of time that shall terminate at 2400 hours on December 31, 2028. The purpose of this Intergovernmental Agreement is to provide vital and necessary animal control services for the County's homeless pets while enforcing the animal control laws of Fulton County in a manner that reflects quality and professionalism.

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

O.C.G.A. § 36-101 requires any contract entered into by the County be approved by the Board of Commissioners and entered into its official minutes.

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

Justice and Safety

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The attached Intergovernmental Agreement provides the basis for the relationship between Fulton County and City of Alpharetta to allow Fulton County Animal Control Services to protect and provide for the County's homeless pets while enforcing the animal control laws of Fulton County in a manner that reflects quality and professionalism. The Agreement provides that:

1.1 The County agrees to provide animal control services through a contract with an animal control services vendor within the corporate limits of the City. The purpose of such service shall be to enforce the Georgia Animal Control Act, all County ordinances attendant thereto, and all ordinances of the City related to animal control services.

1.2 The County agrees to provide a response to requests for animal control services within the City in accordance with the time periods specified in the County's contract with its approved animal control services vendor.

1.3 The County agrees to provide rabies control, investigate cruelty complaints and animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City upon request of the City and in accordance with the approved contract with the animal control services vendor.

1.4 The County agrees to provide the City courteous, efficient, and accessible Animal Control Services for emergencies, and non-emergencies for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

The term of this Agreement is for Twelve (12) months from January 1, 2024 at 0000 hours through and concluding at 2400 hours on December 31, 2024 with Four (4) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2028.

At the conclusion of the last term (2400 hours on December 31, 2028), the City will be solely responsible for providing all animal control services within City boundaries, unless extended by mutual agreement approved by both governing bodies. Any such change is subject to consideration and approval of the County Board of Commissioners and the governing body of the City.

The parties agree that the City may, at any time, upon sixty (60) days notice to the County, terminate this Agreement.

The payment amount for each jurisdiction will be based on its proportional monthly calls for service. The cost to the City will be based on classification and location of calls received by the animal control services vendor during the month of service. Each City will pay their percentage use of the total cost to operate the service based on the call information.

Community Impact: The approval of the IGA is necessary so that the Fulton County Animal Services program can provide the vital and necessary animal control service functions for the County's homeless pets while enforcing the animal control laws of Fulton County, GA in a manner that reflects quality and professionalism.

Department Recommendation: The Administrator of the Fulton County Animal Services Program recommends Board of Commissioners approve for this particular agenda item. Approval of this item will not require the expenditure of any additional County funds.

Project Implications: No particular project implications have been identified at this time.

Community Issues/Concerns: No particular issues or concerns have been raised by internal/external partners.

Department Issues/Concerns: No issues or concerns have been identified at this time.

Fiscal Impact / Funding Source

Funding Line 1:

n/a

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ANIMAL
CONTROL SERVICES BETWEEN FULTON COUNTY, GEORGIA AND CITY
OF ALPHARETTA GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered this ____ day of _____, 2023, by and between the City of Alpharetta, Georgia (“City”), a municipal corporation, and Fulton County, Georgia (“County”), a constitutionally created political subdivision of the State of Georgia, herein after collectively referred to as the “Parties”.

WHEREAS, pursuant to the Georgia Constitution, Article IX, Section II, Paragraph I, counties and cities are prohibited from exercising governmental authority within each other’s boundaries except by Intergovernmental Agreement; and

WHEREAS, there is a need to control rabies, investigate animal cruelty complaints, and investigate animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City; and

WHEREAS, the mission of Fulton County Animal Services is to provide a humane environment for Fulton County’s homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism; and

WHEREAS, in partnership with the Fulton County Animal Services contractor, additional services are provided such as veterinary care for animals including spay/neuters, pet adoptions, pet reclaims, volunteer programs, foster home programs, rescue group coordination and other life-saving programs on a twenty-four hour per day basis; and

WHEREAS, Fulton County Animal Control Officers (ACOs) are authorized to issue citations for violations of the Rabies and Animal Control Ordinances including, but not limited to, Leash Law, Tethering violations, Cruelty to Animals, Special Permits, Animal License, Animal Bites, Dangerous or Vicious Animals, Nuisance, Abandonment, Rabies Violations, Running at Large, Commercial Guard and Security Dogs, Animals as Prizes and Cruelty to Elephants; and

WHEREAS, the County and the City desire to enter into an Intergovernmental Agreement for the County to respond to citizens’ requests for animal control services within the corporate limits of the City; and

WHEREAS, the City and the County entered into an Intergovernmental Agreement on or about July 1, 2014 as Fulton County Board of Commissioners Agenda Item #14-0641 (“Original Agreement”) and pursuant to authority of the City for the purpose of authorizing Fulton County to provide animal control services to the City, by way of a contract with an animal control services vendor; and

WHEREAS the term of the Current Agreement is set to expire on December 31st, 2023, and the County and City desire to enter into a new Intergovernmental Agreement to maintain the same level of services for Five (5) year period commencing January 1, 2024 and the new terms (Articles) and conditions set forth herein; and

NOW THEREFORE, the City and the County, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

ARTICLE 1 PURPOSE AND INTENT

The purpose of this Agreement is to provide the vital and necessary animal control services functions for the County's homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism. The Parties agree that:

- 1.1 The County agrees to provide animal control services through a contract with an animal control services vendor within the corporate limits of the City. The purpose of such service shall be to enforce the Georgia Animal Control Act, all County ordinances attendant thereto, and all ordinances of the City related to animal control services.
- 1.2 The County agrees to provide a response to requests for animal control services within the City in accordance with the time periods specified in the County's contract with its approved animal control services vendor.
- 1.3 The County agrees to provide rabies control, investigate cruelty complaints and animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City upon request of the City and in accordance with the approved contract with the animal control services vendor.
- 1.4 The County agrees to provide the City courteous, efficient, and accessible Animal Control Services for emergencies, and non-emergencies for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

ARTICLE 2 TERM OF AGREEMENT

The term of this Agreement is for Twelve (12) months from January 1, 2024 at 0000 hours through and concluding at 2400 hours on December 31, 2024 with Four (4) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2028.

At the conclusion of the last term (2400 hours on December 31, 2028), the City will be solely responsible for providing all animal control services within City boundaries, unless extended by mutual agreement approved by both governing bodies. Any such change is subject to consideration and approval of the County Board of Commissioners and the governing body of the City.

The City and County do hereby agree that all the terms and conditions that are set out in

this Agreement are material and enforceable during the entire agreed period of this Agreement.

The parties agree that the City and the County may, at any time, upon Sixty (60) days' notice, terminate this Agreement.

ARTICLE 3 COMPENSATION AND CONSIDERATION

The County has calculated the total program Annual Shared Costs as seen in Table 1. The payment amount for each jurisdiction will be based on its proportional monthly calls for service. The cost to the City will be based on classification and location of calls received by the animal control services vendor during the month of service. Each City will pay their percentage use of the total cost to operate the service based on the call information.

Table 1 – Shelter and Field Operations Services		
2024 Animal Services Contract Amount	\$	9,080,000
Annual Maintenance and Operations Cost	\$	1,625,840
Capital Repairs	\$	500,000
Animal Cruelty Investigation and Prosecution Unit	\$	287,000
Vehicle Replacement	\$	270,000
Animal Services Administrator	\$	177,000
Call Taking and Dispatch Services (24/7/365)	\$	164,000
2024 Annual Shared Costs	\$	12,103,840

The payment amount will be enforceable during the period of this agreement and all payments will be due within Sixty (60) days of the invoice date and should be sent to the following address:

Fulton County Animal Services
Attn: Joseph Barasoain
130 Peachtree Street SW
Suite G-157
Atlanta GA, 30303

Failure to remit payment to Fulton County within Sixty (60) days of the invoice date may result in the suspension of services to the City until such time as the payment is received or termination of the agreement.

For the Five (5) year Intergovernmental Agreement term with the City, a year-over-year increase in the total Annual Actual Shared Costs will be applied to maintain program services and will keep pace with the actual rate of inflation.

ARTICLE 4 ENFORCEMENT & SERVICE RESPONSE

Animal Control Officer(s) (ACOs) will assist citizens and other public safety agencies who have requested help with domestic animal problems in a professional manner within their Area of Responsibility (AOR). ACO(s) shall respond to requests for services called in via the public or municipal partners and after these priority responses are met, the ACO(s) will patrol on a scheduled basis the area of designated responsibility.

ACO(s) will cite animal owners for violations of Fulton County Animal Control Ordinances, participate in the prosecution of such citations, and investigate and prepare reports regarding serious code violations.

The ACO(s) will impound stray dogs, and other animals that are subject to impoundment, and, when necessary, bring animals into the animal shelter under protective custody. All impounded animals will be held for a minimum of Seven (7) days unless reclaimed by their owner, transferred to rescue or adopted as provided in the Fulton County Animal Control Ordinance. The County will use all reasonable efforts to locate the owner of each animal prior to any disposition.

ACO(s) will also enforce the quarantine of animals that have bitten a person and enforce the regulations governing classified and/or dangerous animals, and inspect premises where animals are kept for sanitary conditions. ACO(s) will transfer any injured animals to the animal shelter, a veterinarian or ensure that the owner (if present) of the animal seeks medical treatment when necessary.

Animal Control Officers shall be dispatched so as to handle requests for service in a timely manner. Response to service requests shall be in the following priority:

- 1) Dog bites or animal attacks
- 2) Injured animals
- 3) Public Safety emergency calls
- 4) Quarantine violations
- 5) Cruelty to animals
- 6) Animals in custody
- 7) Loose animals
- 8) Animal welfare checks

The average response time to requests for service for priority 1, 2 and 3 shall be Forty-Five (45) minutes or less. "Response time" means that period of time between receipt of a service request by the selected vendor, and when an Animal Control Officer is dispatched and arrives at the location of the service request after being dispatched.

The average response time of all responses to priority 4 and 5 calls will be no greater than Four (4) hours. The average response time of all responses to priority 6, 7 and 8 calls will be no greater than Twenty-Four (24) hours.

At all times that there is not a regularly scheduled Animal Control Officer on duty, there shall be an on-call Animal Control Officer to respond to emergency priority 1, 2 and 3 calls.

Upon becoming aware of a possible violation, through requests for service, personal observation, analysis of records and data, or other method, ACOs shall conduct a thorough investigation. If after conducting a thorough investigation, the ACOs find just and reasonable grounds to believe a violation was committed, then the appropriate citation and/or Notice of Violation shall be issued. Citations and/or Notices of Violation shall be issued consistent with Animal Control Ordinances and other applicable laws.

The ACOs will complete the thorough investigation of a possible violation within Seven (7) calendar days, unless a specific exception is documented in writing. The documentation shall state why the extension was needed and when the investigation was completed.

ARTICLE 5 TRANSITION

In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to the City to maintain the same high quality of services provided by this Agreement for the residents, businesses, and visitors of the City.

The County and the City agree that Ninety (90) days prior to the expiration of this Agreement, the City Administrator and County Manager (or his/her designee) will meet and confer to ensure a smooth transition.

ARTICLE 6 LIABILITY

The City, as the requestor of said services, further agrees that the City shall be responsible for all costs and damages stemming from all claims, actions, damages, liability and expenses from third-parties resulting from actions of its employees, agents, and operators. Notwithstanding anything to the contrary contained in this Agreement, the City's liability under this Agreement shall not include any claim arising from the gross negligence or willful misconduct of the County or its employees, agents or operators. Nothing herein shall be construed as a waiver of the County's sovereign immunity or any governmental immunity available to its officials, employees, or agents.

ARTICLE 7 TERMINATION AND REMEDIES

The City or the County may terminate this Agreement only for an event of default.

If an event or default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a Sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and continuity during the Sixty (60) day period, or any longer period which the City prescribes.

If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a Sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to Thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the Sixty (60) day period (30 days for payments) or any longer period which the County prescribes.

In the event that either party breaches a material term or condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within Thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus, or injunctive relief to compel the breaching party to remedy the breach.

The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

ARTICLE 8 AMENDMENTS

This Agreement may be modified at any time during the term only by mutual written consent of both parties.

ARTICLE 9 NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested or by standard overnight carrier with tracking or signature required. Notices shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, SW, Suite 1000
Atlanta, Georgia 30303
404-612-8335
404-612-0350 (facsimile)

With a copy to:
Y. Soo Jo, County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303
404-612-0246
404-730-6324 (facsimile)

If to the City:

Chris Lagerbloom, City Manager/Administrator
2 Park Plaza
Alpharetta, GA 30009
678-297-6000

With a copy to:

Alpharetta City Attorney, City Attorney
2 Park Plaza
Alpharetta, GA 30009
678-297-6000

ARTICLE 10 NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 11 ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement. Notwithstanding anything contained in this IGA, the obligation of the County and the City to make payments provided under this IGA shall be subject to approval and the annual appropriations of funds thereof by the governing body of the County and the City, and such obligation shall not constitute a pledge of the full faith and credit of the County or the City within the meaning of any constitutional debt limitation.

ARTICLE 12 GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Georgia. The obligations of the Parties to this Agreement are performable in Fulton County, Georgia and, if legal action is necessary to enforce the same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

ARTICLE 13 SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

**ARTICLE 14
BINDING EFFECT**

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors.

**ARTICLE 15
COUNTERPARTS**


This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

This Agreement contains the entire agreement between the Parties, and no modification shall be binding upon the Parties unless evidenced by a subsequent written agreement signed by the County acting by and through the Fulton County Board of Commissioners, and the City, signed by its duly authorized officers acting by and through the City.

(SIGNATURES ON NEXT PAGE)

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

ALPHARETTA, GEORGIA



Jim Gilvin
Mayor

Attest:




~~Lauren Shapiro~~ Kiersten VanHorn
City Clerk, Assistant

(SEAL)



APPROVED AS TO FORM:



Molly Esswein
Alpharetta City Attorney
City Attorney

FULTON COUNTY, GEORGIA

ATTEST:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Tonya L. Grier, Clerk
Fulton County Board of
Commissioners

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

Joseph Barasoain
Fulton County Emergency
Management



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0081

Meeting Date: 2/7/2024

Department

Emergency Management

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

Request approval of an Intergovernmental Agreement for Animal Control Services between Fulton County, Georgia and Union City for a period of time that shall terminate at 2400 hours on December 31, 2028. The purpose of this Intergovernmental Agreement is to provide vital and necessary animal control services for the County's homeless pets while enforcing the animal control laws of Fulton County in a manner that reflects quality and professionalism.

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

O.C.G.A. § 36-101 requires any contract entered into by the County be approved by the Board of Commissioners and entered into its official minutes.

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

Justice and Safety

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The attached Intergovernmental Agreement provides the basis for the relationship between Fulton County and Union City to allow Fulton County Animal Control Services to protect and provide for the County's homeless pets while enforcing the animal control laws of Fulton County in a manner that reflects quality and professionalism. The Agreement provides that:

1.1 The County agrees to provide animal control services through a contract with an animal control services vendor within the corporate limits of the City. The purpose of such service shall be to enforce the Georgia Animal Control Act, all County ordinances attendant thereto, and all ordinances of the City related to animal control services.

1.2 The County agrees to provide a response to requests for animal control services within the City in accordance with the time periods specified in the County's contract with its approved animal control services vendor.

1.3 The County agrees to provide rabies control, investigate cruelty complaints and animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City upon request of the City and in accordance with the approved contract with the animal control services vendor.

1.4 The County agrees to provide the City courteous, efficient, and accessible Animal Control Services for emergencies, and non-emergencies for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

The term of this Agreement is for Twelve (12) months from January 1, 2024 at 0000 hours through and concluding at 2400 hours on December 31, 2024 with Four (4) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2028.

At the conclusion of the last term (2400 hours on December 31, 2028), the City will be solely responsible for providing all animal control services within City boundaries, unless extended by mutual agreement approved by both governing bodies. Any such change is subject to consideration and approval of the County Board of Commissioners and the governing body of the City.

The parties agree that the City may, at any time, upon sixty (60) days notice to the County, terminate this Agreement.

The payment amount for each jurisdiction will be based on its proportional monthly calls for service. The cost to the City will be based on classification and location of calls received by the animal control services vendor during the month of service. Each City will pay their percentage use of the total cost to operate the service based on the call information.

Community Impact: The approval of the IGA is necessary so that the Fulton County Animal Services program can provide the vital and necessary animal control service functions for the County's homeless pets while enforcing the animal control laws of Fulton County, GA in a manner that reflects quality and professionalism.

Department Recommendation: The Administrator of the Fulton County Animal Services Program recommends Board of Commissioners approve for this particular agenda item. Approval of this item will not require the expenditure of any additional County funds.

Project Implications: No particular project implications have been identified at this time.

Community Issues/Concerns: No particular issues or concerns have been raised by internal/external partners.

Department Issues/Concerns: No issues or concerns have been identified at this time.

Fiscal Impact / Funding Source

Funding Line 1:

n/a

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ANIMAL
CONTROL SERVICES BETWEEN FULTON COUNTY, GEORGIA AND CITY
OF UNION CITY, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered this ____ day of _____, 2023, by and between the City of Union City, Georgia (“**City**”), a municipal corporation, and Fulton County, Georgia (“**County**”), a constitutionally created political subdivision of the State of Georgia, herein after collectively referred to as the “**Parties**”.

WHEREAS, pursuant to the Georgia Constitution, Article IX, Section II, Paragraph I, counties and cities are prohibited from exercising governmental authority within each other’s boundaries except by Intergovernmental Agreement; and

WHEREAS, there is a need to control rabies, investigate animal cruelty complaints, and investigate animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City; and

WHEREAS, the mission of Fulton County Animal Services is to provide a humane environment for Fulton County’s homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism; and

WHEREAS, in partnership with the Fulton County Animal Services contractor, additional services are provided such as veterinary care for animals including spay/neuters, pet adoptions, pet reclaims, volunteer programs, foster home programs, rescue group coordination and other life-saving programs on a twenty-four hour per day basis; and

WHEREAS, Fulton County Animal Control Officers (ACOs) are authorized to issue citations for violations of the Rabies and Animal Control Ordinances including, but not limited to, Leash Law, Tethering violations, Cruelty to Animals, Special Permits, Animal License, Animal Bites, Dangerous or Vicious Animals, Nuisance, Abandonment, Rabies Violations, Running at Large, Commercial Guard and Security Dogs, Animals as Prizes and Cruelty to Elephants; and

WHEREAS, the County and the City desire to enter into an Intergovernmental Agreement for the County to respond to citizens’ requests for animal control services within the corporate limits of the City; and

WHEREAS, the City and the County entered into an Intergovernmental Agreement on or about July 1, 2014 as Fulton County Board of Commissioners Agenda Item #14-0641 (“Original Agreement”) and pursuant to authority of the City for the purpose of authorizing Fulton County to provide animal control services to the City, by way of a contract with an animal control services vendor; and

WHEREAS the term of the Current Agreement is set to expire on December 31st, 2023, and the County and City desire to enter into a new Intergovernmental Agreement to maintain the same level of services for Five (5) year period commencing January 1, 2024 and the new terms (Articles) and conditions set forth herein; and

NOW THEREFORE, the City and the County, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

ARTICLE 1 PURPOSE AND INTENT

The purpose of this Agreement is to provide the vital and necessary animal control services functions for the County's homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism. The Parties agree that:

- 1.1 The County agrees to provide animal control services, as may be requested by the City, through a contract with an animal control services vendor within the corporate limits of the City. The purpose of such service shall be to enforce the Georgia Animal Control Act, all County ordinances attendant thereto, and all ordinances of the City related to animal control services.
- 1.2 The County agrees to provide a response to requests made by the Police Department of the City for animal control services within the City in accordance with the time periods specified in the County's contract with its approved animal control services vendor. All calls for animal control services within the City received by the County that are not from the Police Department of the City shall be directed to the City's Police Department.
- 1.3 The County agrees to provide rabies control, investigate cruelty complaints and animal bites, operate an animal shelter, and remove live or dead animals from within the corporate limits of the City upon request made by the Police Department of the City and in accordance with the approved contract with the animal control services vendor. All calls to investigate cruelty complaints and animal bites within the City received by the County that are not from the Police Department of the City shall be directed to the City's Police Department.
- 1.4 The County agrees to provide the City courteous, efficient, and accessible Animal Control Services for emergencies, and non-emergencies for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

ARTICLE 2 TERM OF AGREEMENT

The term of this Agreement is for Twelve (12) months from January 1, 2024 at 0000 hours through and concluding at 2400 hours on December 31, 2024 with Four (4) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2028.

At the conclusion of the last term (2400 hours on December 31, 2028), the City will be solely responsible for providing all animal control services within City boundaries, unless

extended by mutual agreement approved by both governing bodies. Any such change is subject to consideration and approval of the County Board of Commissioners and the governing body of the City.

The City and County do hereby agree that all the terms and conditions that are set out in this Agreement are material and enforceable during the entire agreed period of this Agreement.

The parties agree that the City and the County may, at any time, upon Sixty (60) days' notice, terminate this Agreement.

ARTICLE 3 COMPENSATION AND CONSIDERATION

The County has calculated the total program Annual Shared Costs as seen in Table 1. The payment amount for each jurisdiction will be based on its proportional monthly calls for service. The cost to the City will be based on classification and location of calls received by the animal control services vendor during the month of service. Each City will pay their percentage use of the total cost to operate the service based on the call information.

Table 1 – Shelter and Field Operations Services		
2024 Animal Services Contract Amount	\$	9,080,000
Annual Maintenance and Operations Cost	\$	1,625,840
Capital Repairs	\$	500,000
Animal Cruelty Investigation and Prosecution Unit	\$	287,000
Vehicle Replacement	\$	270,000
Animal Services Administrator	\$	177,000
Call Taking and Dispatch Services (24/7/365)	\$	164,000
2024 Annual Shared Costs	\$	12,103,840

The payment amount will be enforceable during the period of this agreement and all payments will be due within Sixty (60) days of the invoice date and should be sent to the following address:

Fulton County Animal Services
Attn: Joseph Barasoain
130 Peachtree Street SW
Suite G-157
Atlanta GA, 30303

Failure to remit payment to Fulton County within Sixty (60) days of the invoice date may result in the suspension of services to the City until such time as the payment is received or termination of the agreement.

For the Five (5) year Intergovernmental Agreement term with the City, a year-over-year

increase in the total Annual Actual Shared Costs will be applied to maintain program services and will keep pace with the actual rate of inflation.

ARTICLE 4 ENFORCEMENT & SERVICE RESPONSE

Animal Control Officer(s) (ACOs) will assist citizens and other public safety agencies who have requested help with domestic animal problems in a professional manner within their Area of Responsibility (AOR). ACO(s) shall respond to requests for services called in via the public or municipal partners and after these priority responses are met, the ACO(s) will patrol on a scheduled basis the area of designated responsibility.

ACO(s) will cite animal owners for violations of Fulton County Animal Control Ordinances, participate in the prosecution of such citations, and investigate and prepare reports regarding serious code violations.

The ACO(s) will impound stray dogs, and other animals that are subject to impoundment, and, when necessary, bring animals into the animal shelter under protective custody. All impounded animals will be held for a minimum of Seven (7) days unless reclaimed by their owner, transferred to rescue or adopted as provided in the Fulton County Animal Control Ordinance. The County will use all reasonable efforts to locate the owner of each animal prior to any disposition.

ACO(s) will also enforce the quarantine of animals that have bitten a person and enforce the regulations governing classified and/or dangerous animals, and inspect premises where animals are kept for sanitary conditions. ACO(s) will transfer any injured animals to the animal shelter, a veterinarian or ensure that the owner (if present) of the animal seeks medical treatment when necessary.

Animal Control Officers shall be dispatched so as to handle requests for service in a timely manner. Response to service requests shall be in the following priority:

- 1) Dog bites or animal attacks
- 2) Injured animals
- 3) Public Safety emergency calls
- 4) Quarantine violations
- 5) Cruelty to animals
- 6) Animals in custody
- 7) Loose animals
- 8) Animal welfare checks

The average response time to requests for service for priority 1, 2 and 3 shall be Forty-Five (45) minutes or less. "Response time" means that period of time between receipt of a service request by the selected vendor, and when an Animal Control Officer is dispatched and arrives at the location of the service request after being dispatched.

The average response time of all responses to priority 4 and 5 calls will be no greater than Four (4) hours. The average response time of all responses to priority 6, 7 and 8 calls will be no greater than Twenty-Four (24) hours.

At all times that there is not a regularly scheduled Animal Control Officer on duty, there shall be an on-call Animal Control Officer to respond to emergency priority 1, 2 and 3 calls.

Upon becoming aware of a possible violation, through requests for service, personal observation, analysis of records and data, or other method, ACOs shall conduct a thorough investigation. If after conducting a thorough investigation, the ACOs finds just and reasonable grounds to believe a violation was committed, then the appropriate citation and/or Notice of Violation shall be issued. Citations and/or Notices of Violation shall be issued consistent with Animal Control Ordinances and other applicable laws.

The ACOs will complete the thorough investigation of a possible violation within Seven (7) calendar days, unless a specific exception is documented in writing. The documentation shall state why the extension was needed and when the investigation was completed.

ARTICLE 5 TRANSITION

In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to the City to maintain the same high quality of services provided by this Agreement for the residents, businesses, and visitors of the City.

The County and the City agree that Ninety (90) days prior to the expiration of this Agreement, the City Administrator and County Manager (or his/her designee) will meet and confer to ensure a smooth transition.

ARTICLE 6 LIABILITY

The City, as the requestor of said services, further agrees that the City shall be responsible for all costs and damages stemming from all claims, actions, damages, liability and expenses from third-parties resulting from actions of its employees, agents, and operators. Notwithstanding anything to the contrary contained in this Agreement, the City's liability under this Agreement shall not include any claim arising from the gross negligence or willful misconduct of the County or its employees, agents or operators. Nothing herein shall be construed as a waiver of the County's sovereign immunity or any governmental immunity available to its officials, employees, or agents.

ARTICLE 7 TERMINATION AND REMEDIES

The City or the County may terminate this Agreement only for an event of default.

If an event or default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a Sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default

and is effectuating a cure with diligence and continuity during the Sixty (60) day period, or any longer period which the City prescribes.

If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a Sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to Thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the Sixty (60) day period (30 days for payments) or any longer period which the County prescribes.

In the event that either party breaches a material term or condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within Thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus, or injunctive relief to compel the breaching party to remedy the breach.

The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

ARTICLE 8 AMENDMENTS

This Agreement may be modified at any time during the term only by mutual written consent of both parties.

ARTICLE 9 NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested or by standard overnight carrier with tracking or signature required. Notices shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, SW, Suite 1000
Atlanta, Georgia 30303
404-612-0350 (facsimile)

With a copy to:
Y. Soo Jo, County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303
404-612-0246
404-730-6324 (facsimile)

If to the City:

Sonja Fillingame, City Manager/Administrator
5047 Union Street
Union City, GA 30336
(770) 964-2288

With a copy to:

Union City, City Attorney
5047 Union Street
Union City, GA 30291
(770) 964-2288

ARTICLE 10 NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 11 ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement. Notwithstanding anything contained in this IGA, the obligation of the County and the City to make payments provided under this IGA shall be subject to approval and the annual appropriations of funds thereof by the governing body of the County and the City, and such obligation shall not constitute a pledge of the full faith and credit of the County or the City within the meaning of any constitutional debt limitation.

**ARTICLE 12
GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Georgia. The obligations of the Parties to this Agreement are performable in Fulton County, Georgia and, if legal action is necessary to enforce the same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

**ARTICLE 13
SEVERABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

**ARTICLE 14
BINDING EFFECT**

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors.

**ARTICLE 15
COUNTERPARTS**

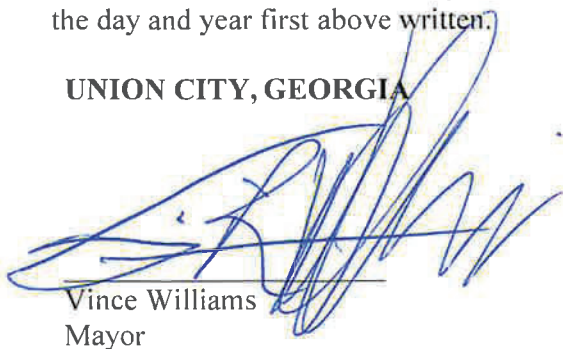
This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

This Agreement contains the entire agreement between the Parties, and no modification shall be binding upon the Parties unless evidenced by a subsequent written agreement signed by the County acting by and through the Fulton County Board of Commissioners, and the City, signed by its duly authorized officers acting by and through the City.


(SIGNATURES ON NEXT PAGE)

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

UNION CITY, GEORGIA


Vince Williams
Mayor

Attest:


Shandrella Jewett, Clerk
City of Union City, Georgia
(SEAL)



APPROVED AS TO FORM:


City Attorney's Office

FULTON COUNTY, GEORGIA

ATTEST:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Tonya L. Grier, Clerk
Fulton County Board of
Commissioners

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

Joseph Barasoain
Fulton County Emergency
Management



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0082

Meeting Date: 2/7/2024

Department

Emergency Management

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

Request approval of an Intergovernmental Agreement for Animal Control Services between Fulton County, Georgia and City of South Fulton for a period of time that shall terminate at 2400 hours on December 31, 2028. The purpose of this Intergovernmental Agreement is to provide vital and necessary animal control services for the County's homeless pets while enforcing the animal control laws of Fulton County in a manner that reflects quality and professionalism.

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

O.C.G.A. § 36-101 requires any contract entered into by the County be approved by the Board of Commissioners and entered into its official minutes.

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

Justice and Safety

Commission Districts Affected

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

Is this a purchasing item?

Choose an item.

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

Scope of Work: The attached Intergovernmental Agreement provides the basis for the relationship between Fulton County and City of South Fulton to allow Fulton County Animal Control Services to protect and provide for the County's homeless pets while enforcing the animal control laws of Fulton County in a manner that reflects quality and professionalism. The Agreement provides that:

1.1 The County agrees to provide animal control services through a contract with an animal control services vendor within the corporate limits of the City. The purpose of such service shall be to enforce the Georgia Animal Control Act, all County ordinances attendant thereto, and all ordinances of the City related to animal control services.

1.2 The County agrees to provide a response to requests for animal control services within the City in accordance with the time periods specified in the County's contract with its approved animal control services vendor.

1.3 The County agrees to provide rabies control, investigate cruelty complaints and animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City upon request of the City and in accordance with the approved contract with the animal control services vendor.

1.4 The County agrees to provide the City courteous, efficient, and accessible Animal Control Services for emergencies, and non-emergencies for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

The term of this Agreement is for Twelve (12) months from January 1, 2024 at 0000 hours through and concluding at 2400 hours on December 31, 2024 with Four (4) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2028.

At the conclusion of the last term (2400 hours on December 31, 2028), the City will be solely responsible for providing all animal control services within City boundaries, unless extended by mutual agreement approved by both governing bodies. Any such change is subject to consideration and approval of the County Board of Commissioners and the governing body of the City.

The parties agree that the City may, at any time, upon sixty (60) days notice to the County, terminate this Agreement.

The payment amount for each jurisdiction will be based on its proportional monthly calls for service. The cost to the City will be based on classification and location of calls received by the animal control services vendor during the month of service. Each City will pay their percentage use of the total cost to operate the service based on the call information.

Community Impact: The approval of the IGA is necessary so that the Fulton County Animal Services program can provide the vital and necessary animal control service functions for the County's homeless pets while enforcing the animal control laws of Fulton County, GA in a manner that reflects quality and professionalism.

Department Recommendation: The Administrator of the Fulton County Animal Services Program recommends Board of Commissioners approve for this particular agenda item. Approval of this item will not require the expenditure of any additional County funds.

Project Implications: No particular project implications have been identified at this time.

Community Issues/Concerns: No particular issues or concerns have been raised by internal/external partners.

Department Issues/Concerns: No issues or concerns have been identified at this time.

Fiscal Impact / Funding Source

Funding Line 1:

n/a

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ANIMAL
CONTROL SERVICES BETWEEN FULTON COUNTY, GEORGIA AND CITY
OF SOUTH FULTON, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered this 11th day of FEBRUARY, 2024, by and between the City of South Fulton, Georgia (“City”), a municipal corporation, and Fulton County, Georgia (“County”), a constitutionally created political subdivision of the State of Georgia, herein after collectively referred to as the “Parties”.

WHEREAS, pursuant to the Georgia Constitution, Article IX, Section II, Paragraph I, counties and cities are prohibited from exercising governmental authority within each other’s boundaries except by Intergovernmental Agreement; and

WHEREAS, there is a need to control rabies, investigate animal cruelty complaints, and investigate animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City; and

WHEREAS, the mission of Fulton County Animal Services is to provide a humane environment for Fulton County’s homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism; and

WHEREAS, in partnership with the Fulton County Animal Services contractor, additional services are provided such as veterinary care for animals including spay/neuters, pet adoptions, pet reclaims, volunteer programs, foster home programs, rescue group coordination and other life-saving programs on a twenty-four hour per day basis; and

WHEREAS, Fulton County Animal Control Officers (ACOs) are authorized to issue citations for violations of the Rabies and Animal Control Ordinances including, but not limited to, Leash Law, Tethering violations, Cruelty to Animals, Special Permits, Animal License, Animal Bites, Dangerous or Vicious Animals, Nuisance, Abandonment, Rabies Violations, Running at Large, Commercial Guard and Security Dogs, Animals as Prizes and Cruelty to Elephants; and

WHEREAS, the County and the City desire to enter into an Intergovernmental Agreement for the County to respond to citizens’ requests for animal control services within the corporate limits of the City; and

WHEREAS, the City and the County entered into an Intergovernmental Agreement on or about July 1, 2014 as Fulton County Board of Commissioners Agenda Item #14-0641 (“Original Agreement”) and pursuant to authority of the City for the purpose of authorizing Fulton County to provide animal control services to the City, by way of a contract with an animal control services vendor; and

WHEREAS the term of the Current Agreement is set to expire on December 31st, 2023, and the County and City desire to enter into a new Intergovernmental Agreement to maintain the same level of services for Five (5) year period commencing January 1, 2024 and the new terms (Articles) and conditions set forth herein; and

NOW THEREFORE, the City and the County, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

ARTICLE 1 PURPOSE AND INTENT

The purpose of this Agreement is to provide the vital and necessary animal control services functions for the County's homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism. The Parties agree that:

- 1.1 The County agrees to provide animal control services, as may be requested by the City, through a contract with an animal control services vendor within the corporate limits of the City. The purpose of such service shall be to enforce the Georgia Animal Control Act, all County ordinances attendant thereto, and all ordinances of the City related to animal control services.
- 1.2 The County agrees to provide a response to requests made by the Police Department of the City for animal control services within the City in accordance with the time periods specified in the County's contract with its approved animal control services vendor. All calls for animal control services within the City received by the County that are not from the Police Department of the City shall be directed to the City's Police Department.
- 1.3 The County agrees to provide rabies control, investigate cruelty complaints and animal bites, operate an animal shelter, and remove live or dead animals from within the corporate limits of the City upon request made by the Police Department of the City and in accordance with the approved contract with the animal control services vendor. All calls to investigate cruelty complaints and animal bites within the City received by the County that are not from the Police Department of the City shall be directed to the City's Police Department.
- 1.4 The County agrees to provide the City courteous, efficient, and accessible Animal Control Services for emergencies, and non-emergencies for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

ARTICLE 2 TERM OF AGREEMENT

The term of this Agreement is for Twelve (12) months from January 1, 2024 at 0000 hours through and concluding at 2400 hours on December 31, 2024 with Four (4) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2028.

At the conclusion of the last term (2400 hours on December 31, 2028), the City will be solely responsible for providing all animal control services within City boundaries, unless

extended by mutual agreement approved by both governing bodies. Any such change is subject to consideration and approval of the County Board of Commissioners and the governing body of the City.

The City and County do hereby agree that all the terms and conditions that are set out in this Agreement are material and enforceable during the entire agreed period of this Agreement.

The parties agree that the City and the County may, at any time, upon Sixty (60) days' notice, terminate this Agreement.

ARTICLE 3 COMPENSATION AND CONSIDERATION

The County has calculated the total program Annual Shared Costs as seen in Table 1. The payment amount for each jurisdiction will be based on its proportional monthly calls for service. The cost to the City will be based on classification and location of calls received by the animal control services vendor during the month of service. Each City will pay their percentage use of the total cost to operate the service based on the call information.

Table 1 – Shelter and Field Operations Services		
2024 Animal Services Contract Amount	\$	9,080,000
Annual Maintenance and Operations Cost	\$	1,625,840
Capital Repairs	\$	500,000
Animal Cruelty Investigation and Prosecution Unit	\$	287,000
Vehicle Replacement	\$	270,000
Animal Services Administrator	\$	177,000
Call Taking and Dispatch Services (24/7/365)	\$	164,000
2024 Annual Shared Costs	\$	12,103,840

The payment amount will be enforceable during the period of this agreement and all payments will be due within Sixty (60) days of the invoice date and should be sent to the following address:

Fulton County Animal Services
Attn: Joseph Barasoain
130 Peachtree Street SW
Suite G-157
Atlanta GA, 30303

Failure to remit payment to Fulton County within Sixty (60) days of the invoice date may result in the suspension of services to the City until such time as the payment is received or termination of the agreement.

For the Five (5) year Intergovernmental Agreement term with the City, a year-over-year

increase in the total Annual Actual Shared Costs will be applied to maintain program services and will keep pace with the actual rate of inflation.

ARTICLE 4 ENFORCEMENT & SERVICE RESPONSE

Animal Control Officer(s) (ACOs) will assist citizens and other public safety agencies who have requested help with domestic animal problems in a professional manner within their Area of Responsibility (AOR). ACO(s) shall respond to requests for services called in via the public or municipal partners and after these priority responses are met, the ACO(s) will patrol on a scheduled basis the area of designated responsibility.

ACO(s) will cite animal owners for violations of Fulton County Animal Control Ordinances, participate in the prosecution of such citations, and investigate and prepare reports regarding serious code violations.

The ACO(s) will impound stray dogs, and other animals that are subject to impoundment, and, when necessary, bring animals into the animal shelter under protective custody. All impounded animals will be held for a minimum of Seven (7) days unless reclaimed by their owner, transferred to rescue or adopted as provided in the Fulton County Animal Control Ordinance. The County will use all reasonable efforts to locate the owner of each animal prior to any disposition.

ACO(s) will also enforce the quarantine of animals that have bitten a person and enforce the regulations governing classified and/or dangerous animals, and inspect premises where animals are kept for sanitary conditions. ACO(s) will transfer any injured animals to the animal shelter, a veterinarian or ensure that the owner (if present) of the animal seeks medical treatment when necessary.

Animal Control Officers shall be dispatched so as to handle requests for service in a timely manner. Response to service requests shall be in the following priority:

- 1) Dog bites or animal attacks
- 2) Injured animals
- 3) Public Safety emergency calls
- 4) Quarantine violations
- 5) Cruelty to animals
- 6) Animals in custody
- 7) Loose animals
- 8) Animal welfare checks

The average response time to requests for service for priority 1, 2 and 3 shall be Forty-Five (45) minutes or less. "Response time" means that period of time between receipt of a service request by the selected vendor, and when an Animal Control Officer is dispatched and arrives at the location of the service request after being dispatched.

The average response time of all responses to priority 4 and 5 calls will be no greater than Four (4) hours. The average response time of all responses to priority 6, 7 and 8 calls will be no greater than Twenty-Four (24) hours.

At all times that there is not a regularly scheduled Animal Control Officer on duty, there shall be an on-call Animal Control Officer to respond to emergency priority 1, 2 and 3 calls.

Upon becoming aware of a possible violation, through requests for service, personal observation, analysis of records and data, or other method, ACOs shall conduct a thorough investigation. If after conducting a thorough investigation, the ACOs finds just and reasonable grounds to believe a violation was committed, then the appropriate citation and/or Notice of Violation shall be issued. Citations and/or Notices of Violation shall be issued consistent with Animal Control Ordinances and other applicable laws.

The ACOs will complete the thorough investigation of a possible violation within Seven (7) calendar days, unless a specific exception is documented in writing. The documentation shall state why the extension was needed and when the investigation was completed.

ARTICLE 5 TRANSITION

In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to the City to maintain the same high quality of services provided by this Agreement for the residents, businesses, and visitors of the City.

The County and the City agree that Ninety (90) days prior to the expiration of this Agreement, the City Administrator and County Manager (or his/her designee) will meet and confer to ensure a smooth transition.

ARTICLE 6 LIABILITY

The City, as the requestor of said services, further agrees that the City shall be responsible for all costs and damages stemming from all claims, actions, damages, liability and expenses from third-parties resulting from actions of its employees, agents, and operators. Notwithstanding anything to the contrary contained in this Agreement, the City's liability under this Agreement shall not include any claim arising from the gross negligence or willful misconduct of the County or its employees, agents or operators. Nothing herein shall be construed as a waiver of the County's sovereign immunity or any governmental immunity available to its officials, employees, or agents.

ARTICLE 7 TERMINATION AND REMEDIES

The City or the County may terminate this Agreement only for an event of default.

If an event or default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a Sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default

and is effectuating a cure with diligence and continuity during the Sixty (60) day period, or any longer period which the City prescribes.

If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a Sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to Thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the Sixty (60) day period (30 days for payments) or any longer period which the County prescribes.

In the event that either party breaches a material term or condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within Thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus, or injunctive relief to compel the breaching party to remedy the breach.

The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

ARTICLE 8 AMENDMENTS

This Agreement may be modified at any time during the term only by mutual written consent of both parties.

ARTICLE 9 NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested or by standard overnight carrier with tracking or signature required. Notices shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, SW, Suite 1000
Atlanta, Georgia 30303
404-612-8335
404-612-0350 (facsimile)

With a copy to:
Y. Soo Jo, County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303
404-612-0246
404-730-6324 (facsimile)

If to the City:

Sharon Subadan, City Manager/Administrator
5440 Fulton Industrial Blvd.,
South Fulton, GA 30336
(470) 809-7700

With a copy to:

Vincent Hyman, City Attorney
5440 Fulton Industrial Blvd.,
South Fulton, GA 30336
(470) 338-5095

ARTICLE 10 NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 11 ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement. Notwithstanding anything contained in this IGA, the obligation of the County and the City to make payments provided under this IGA shall be subject to approval and the annual appropriations of funds thereof by the governing body of the County and the City, and such obligation shall not constitute a pledge of the full faith and credit of the County or the City within the meaning of any constitutional debt limitation.

**ARTICLE 12
GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Georgia. The obligations of the Parties to this Agreement are performable in Fulton County, Georgia and, if legal action is necessary to enforce the same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

**ARTICLE 13
SEVERABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

**ARTICLE 14
BINDING EFFECT**

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors.

**ARTICLE 15
COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.


This Agreement contains the entire agreement between the Parties, and no modification shall be binding upon the Parties unless evidenced by a subsequent written agreement signed by the County acting by and through the Fulton County Board of Commissioners, and the City, signed by its duly authorized officers acting by and through the City.


(SIGNATURES ON NEXT PAGE)

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

SOUTH FULTON, GEORGIA

Attest:


Khalid Kamau
Mayor


Corey Adams, Clerk
City of South Fulton, Georgia
(SEAL)

APPROVED AS TO FORM:


Vincent Hyman, City Attorney



ITEM# 17 DATE 1.9.2024

FULTON COUNTY, GEORGIA

ATTEST:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Tonya L. Grier, Clerk
Fulton County Board of
Commissioners

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

Joseph Barasoain
Fulton County Emergency
Management



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0083

Meeting Date: 2/7/2024

Department

Emergency Management

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

Request approval of an Intergovernmental Agreement for Animal Control Services between Fulton County, Georgia and City of Palmetto for a period of time that shall terminate at 2400 hours on December 31, 2028. The purpose of this Intergovernmental Agreement is to provide vital and necessary animal control services for the County's homeless pets while enforcing the animal control laws of Fulton County in a manner that reflects quality and professionalism.

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

O.C.G.A. § 36-101 requires any contract entered into by the County be approved by the Board of Commissioners and entered into its official minutes.

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

Justice and Safety

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The attached Intergovernmental Agreement provides the basis for the relationship between Fulton County and City of Palmetto to allow Fulton County Animal Control Services to protect and provide for the County's homeless pets while enforcing the animal control laws of Fulton County in a manner that reflects quality and professionalism. The Agreement provides that:

1.1 The County agrees to provide animal control services through a contract with an animal control services vendor within the corporate limits of the City. The purpose of such service shall be to enforce the Georgia Animal Control Act, all County ordinances attendant thereto, and all ordinances of the City related to animal control services.

1.2 The County agrees to provide a response to requests for animal control services within the City in accordance with the time periods specified in the County's contract with its approved animal control services vendor.

1.3 The County agrees to provide rabies control, investigate cruelty complaints and animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City upon request of the City and in accordance with the approved contract with the animal control services vendor.

1.4 The County agrees to provide the City courteous, efficient, and accessible Animal Control Services for emergencies, and non-emergencies for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

The term of this Agreement is for Twelve (12) months from January 1, 2024 at 0000 hours through and concluding at 2400 hours on December 31, 2024 with Four (4) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2028.

At the conclusion of the last term (2400 hours on December 31, 2028), the City will be solely responsible for providing all animal control services within City boundaries, unless extended by mutual agreement approved by both governing bodies. Any such change is subject to consideration and approval of the County Board of Commissioners and the governing body of the City.

The parties agree that the City may, at any time, upon sixty (60) days notice to the County, terminate this Agreement.

The payment amount for each jurisdiction will be based on its proportional monthly calls for service. The cost to the City will be based on classification and location of calls received by the animal control services vendor during the month of service. Each City will pay their percentage use of the total cost to operate the service based on the call information.

Community Impact: The approval of the IGA is necessary so that the Fulton County Animal Services program can provide the vital and necessary animal control service functions for the County's homeless pets while enforcing the animal control laws of Fulton County, GA in a manner that reflects quality and professionalism.

Department Recommendation: The Administrator of the Fulton County Animal Services Program recommends Board of Commissioners approve for this particular agenda item. Approval of this item will not require the expenditure of any additional County funds.

Project Implications: No particular project implications have been identified at this time.

Community Issues/Concerns: No particular issues or concerns have been raised by internal/external partners.

Department Issues/Concerns: No issues or concerns have been identified at this time.

Fiscal Impact / Funding Source

Funding Line 1:

n/a

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ANIMAL
CONTROL SERVICES BETWEEN FULTON COUNTY, GEORGIA AND CITY
OF PALMETTO, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered this ____ day of _____, 2023, by and between the City of Palmetto, Georgia ("City"), a municipal corporation, and Fulton County, Georgia ("County"), a constitutionally created political subdivision of the State of Georgia, herein after collectively referred to as the "**Parties**".

WHEREAS, pursuant to the Georgia Constitution, Article IX, Section II, Paragraph I, counties and cities are prohibited from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, there is a need to control rabies, investigate animal cruelty complaints, and investigate animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City; and

WHEREAS, the mission of Fulton County Animal Services is to provide a humane environment for Fulton County's homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism; and

WHEREAS, in partnership with the Fulton County Animal Services contractor, additional services are provided such as veterinary care for animals including spay/neuters, pet adoptions, pet reclaims, volunteer programs, foster home programs, rescue group coordination and other life-saving programs on a twenty-four hour per day basis; and

WHEREAS, Fulton County Animal Control Officers (ACOs) are authorized to issue citations for violations of the Rabies and Animal Control Ordinances including, but not limited to, Leash Law, Tethering violations, Cruelty to Animals, Special Permits, Animal License, Animal Bites, Dangerous or Vicious Animals, Nuisance, Abandonment, Rabies Violations, Running at Large, Commercial Guard and Security Dogs, Animals as Prizes and Cruelty to Elephants; and

WHEREAS, the County and the City desire to enter into an Intergovernmental Agreement for the County to respond to citizens' requests for animal control services within the corporate limits of the City; and

WHEREAS, the City and the County entered into an Intergovernmental Agreement on or about July 1, 2014 as Fulton County Board of Commissioners Agenda Item #14-0641 ("Original Agreement") and pursuant to authority of the City for the purpose of authorizing Fulton County to provide animal control services to the City, by way of a contract with an animal control services vendor; and

WHEREAS the term of the Current Agreement is set to expire on December 31st, 2023, and the County and City desire to enter into a new Intergovernmental Agreement to maintain the same level of services for Five (5) year period commencing January 1, 2024 and the new terms (Articles) and conditions set forth herein; and

NOW THEREFORE, the City and the County, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

ARTICLE 1 PURPOSE AND INTENT

The purpose of this Agreement is to provide the vital and necessary animal control services functions for the County's homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism. The Parties agree that:

- 1.1 The County agrees to provide animal control services, as may be requested by the City, through a contract with an animal control services vendor within the corporate limits of the City. The purpose of such service shall be to enforce the Georgia Animal Control Act, all County ordinances attendant thereto, and all ordinances of the City related to animal control services.
- 1.2 The County agrees to provide a response to requests made by the Police Department of the City for animal control services within the City in accordance with the time periods specified in the County's contract with its approved animal control services vendor. All calls for animal control services within the City received by the County that are not from the Police Department of the City shall be directed to the City's Police Department.
- 1.3 The County agrees to provide rabies control, investigate cruelty complaints and animal bites, operate an animal shelter, and remove live or dead animals from within the corporate limits of the City upon request made by the Police Department of the City and in accordance with the approved contract with the animal control services vendor. All calls to investigate cruelty complaints and animal bites within the City received by the County that are not from the Police Department of the City shall be directed to the City's Police Department.
- 1.4 The County agrees to provide the City courteous, efficient, and accessible Animal Control Services for emergencies, and non-emergencies for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

ARTICLE 2 TERM OF AGREEMENT

The term of this Agreement is for Twelve (12) months from January 1, 2024 at 0000 hours through and concluding at 2400 hours on December 31, 2024 with Four (4) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2028.

At the conclusion of the last term (2400 hours on December 31, 2028), the City will be solely responsible for providing all animal control services within City boundaries, unless

extended by mutual agreement approved by both governing bodies. Any such change is subject to consideration and approval of the County Board of Commissioners and the governing body of the City.

The City and County do hereby agree that all the terms and conditions that are set out in this Agreement are material and enforceable during the entire agreed period of this Agreement.

The parties agree that the City and the County may, at any time, upon Sixty (60) days' notice, terminate this Agreement.

ARTICLE 3 COMPENSATION AND CONSIDERATION

The County has calculated the total program Annual Shared Costs as seen in Table 1. The payment amount for each jurisdiction will be based on its proportional monthly calls for service. The cost to the City will be based on classification and location of calls received by the animal control services vendor during the month of service. Each City will pay their percentage use of the total cost to operate the service based on the call information.

Table 1 – Shelter and Field Operations Services		
2024 Animal Services Contract Amount	\$	9,080,000
Annual Maintenance and Operations Cost	\$	1,625,840
Capital Repairs	\$	500,000
Animal Cruelty Investigation and Prosecution Unit	\$	287,000
Vehicle Replacement	\$	270,000
Animal Services Administrator	\$	177,000
Call Taking and Dispatch Services (24/7/365)	\$	164,000
2024 Annual Shared Costs	\$	12,103,840

The payment amount will be enforceable during the period of this agreement and all payments will be due within Sixty (60) days of the invoice date and should be sent to the following address:

Fulton County Animal Services
Attn: Joseph Barasoain
130 Peachtree Street SW
Suite G-157
Atlanta GA, 30303

Failure to remit payment to Fulton County within Sixty (60) days of the invoice date may result in the suspension of services to the City until such time as the payment is received or termination of the agreement.

For the Five (5) year Intergovernmental Agreement term with the City, a year-over-year

increase in the total Annual Actual Shared Costs will be applied to maintain program services and will keep pace with the actual rate of inflation.

ARTICLE 4 ENFORCEMENT & SERVICE RESPONSE

Animal Control Officer(s) (ACOs) will assist citizens and other public safety agencies who have requested help with domestic animal problems in a professional manner within their Area of Responsibility (AOR). ACO(s) shall respond to requests for services called in via the public or municipal partners and after these priority responses are met, the ACO(s) will patrol on a scheduled basis the area of designated responsibility.

ACO(s) will cite animal owners for violations of Fulton County Animal Control Ordinances, participate in the prosecution of such citations, and investigate and prepare reports regarding serious code violations.

The ACO(s) will impound stray dogs, and other animals that are subject to impoundment, and, when necessary, bring animals into the animal shelter under protective custody. All impounded animals will be held for a minimum of Seven (7) days unless reclaimed by their owner, transferred to rescue or adopted as provided in the Fulton County Animal Control Ordinance. The County will use all reasonable efforts to locate the owner of each animal prior to any disposition.

ACO(s) will also enforce the quarantine of animals that have bitten a person and enforce the regulations governing classified and/or dangerous animals, and inspect premises where animals are kept for sanitary conditions. ACO(s) will transfer any injured animals to the animal shelter, a veterinarian or ensure that the owner (if present) of the animal seeks medical treatment when necessary.

Animal Control Officers shall be dispatched so as to handle requests for service in a timely manner. Response to service requests shall be in the following priority:

- 1) Dog bites or animal attacks
- 2) Injured animals
- 3) Public Safety emergency calls
- 4) Quarantine violations
- 5) Cruelty to animals
- 6) Animals in custody
- 7) Loose animals
- 8) Animal welfare checks

The average response time to requests for service for priority 1, 2 and 3 shall be Forty-Five (45) minutes or less. "Response time" means that period of time between receipt of a service request by the selected vendor, and when an Animal Control Officer is dispatched and arrives at the location of the service request after being dispatched.

The average response time of all responses to priority 4 and 5 calls will be no greater than Four (4) hours. The average response time of all responses to priority 6, 7 and 8 calls will be no greater than Twenty-Four (24) hours.

At all times that there is not a regularly scheduled Animal Control Officer on duty, there shall be an on-call Animal Control Officer to respond to emergency priority 1, 2 and 3 calls.

Upon becoming aware of a possible violation, through requests for service, personal observation, analysis of records and data, or other method, ACOs shall conduct a thorough investigation. If after conducting a thorough investigation, the ACOs finds just and reasonable grounds to believe a violation was committed, then the appropriate citation and/or Notice of Violation shall be issued. Citations and/or Notices of Violation shall be issued consistent with Animal Control Ordinances and other applicable laws.

The ACOs will complete the thorough investigation of a possible violation within Seven (7) calendar days, unless a specific exception is documented in writing. The documentation shall state why the extension was needed and when the investigation was completed.

ARTICLE 5 TRANSITION

In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to the City to maintain the same high quality of services provided by this Agreement for the residents, businesses, and visitors of the City.

The County and the City agree that Ninety (90) days prior to the expiration of this Agreement, the City Administrator and County Manager (or his/her designee) will meet and confer to ensure a smooth transition.

ARTICLE 6 LIABILITY

The City, as the requestor of said services, further agrees that the City shall be responsible for all costs and damages stemming from all claims, actions, damages, liability and expenses from third-parties resulting from actions of its employees, agents, and operators. Notwithstanding anything to the contrary contained in this Agreement, the City's liability under this Agreement shall not include any claim arising from the gross negligence or willful misconduct of the County or its employees, agents or operators. Nothing herein shall be construed as a waiver of the County's sovereign immunity or any governmental immunity available to its officials, employees, or agents.

ARTICLE 7 TERMINATION AND REMEDIES

The City or the County may terminate this Agreement only for an event of default.

If an event or default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a Sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default

and is effectuating a cure with diligence and continuity during the Sixty (60) day period, or any longer period which the City prescribes.

If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a Sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to Thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the Sixty (60) day period (30 days for payments) or any longer period which the County prescribes.

In the event that either party breaches a material term or condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within Thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus, or injunctive relief to compel the breaching party to remedy the breach.

The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

ARTICLE 8 AMENDMENTS

This Agreement may be modified at any time during the term only by mutual written consent of both parties.

ARTICLE 9 NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested or by standard overnight carrier with tracking or signature required. Notices shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, SW, Suite 1000
Atlanta, Georgia 30303
404-612-8335
404-612-0350 (facsimile)

With a copy to:
Y. Soo Jo, County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303
404-612-0246
404-730-6324 (facsimile)

If to the City:

J. Clark Boddie, City Manager/Administrator
 PO Box 190
 Palmetto, GA 30268
 (770) 463-3377

With a copy to:

City of Palmetto, City Attorney
 PO Box 190
 Palmetto, GA 30268
 (770) 463-3377

ARTICLE 10 NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 11 ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement. Notwithstanding anything contained in this IGA, the obligation of the County and the City to make payments provided under this IGA shall be subject to approval and the annual appropriations of funds thereof by the governing body of the County and the City, and such obligation shall not constitute a pledge of the full faith and credit of the County or the City within the meaning of any constitutional debt limitation.

**ARTICLE 12
GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Georgia. The obligations of the Parties to this Agreement are performable in Fulton County, Georgia and, if legal action is necessary to enforce the same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

**ARTICLE 13
SEVERABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

**ARTICLE 14
BINDING EFFECT**

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors.

**ARTICLE 15
COUNTERPARTS**

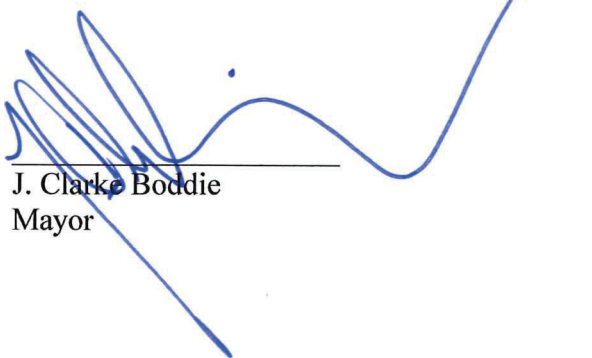
This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

This Agreement contains the entire agreement between the Parties, and no modification shall be binding upon the Parties unless evidenced by a subsequent written agreement signed by the County acting by and through the Fulton County Board of Commissioners, and the City, signed by its duly authorized officers acting by and through the City.

(SIGNATURES ON NEXT PAGE)


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

PALMETTO, GEORGIA



J. Clarke Boddie
Mayor

Attest:



Cindy Hanson, Clerk
City of Palmetto, Georgia
(SEAL)

APPROVED AS TO FORM:



City Attorney's Office

FULTON COUNTY, GEORGIA

ATTEST:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Tonya L. Grier, Clerk
Fulton County Board of
Commissioners

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

Joseph Barasoain
Fulton County Emergency
Management



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0086

Meeting Date: 2/7/2024

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Presentation of Proclamations and Certificates.

Proclamation recognizing “Dementia Awareness Day.” **(Ellis)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0055

Meeting Date: 2/7/2024

Department

Information Technology

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

Request approval to award a contract without competition - Department of Information Technology, 19RFP3152019K-DJ, Agenda Management System with Carahsoft Technology Corporation (Reston, VA) in an amount not to exceed \$267,200.35 to provide licenses and professional services required to upgrade the existing agenda management system. Effective upon BOC approval until final acceptance of project deliverables and milestones. **(HELD ON 1/24/24)**

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: Fulton County currently utilizes Granicus' Legistar platform as its agenda management software system to prepare, store and archive BOC agendas and meeting information. Granicus is a cloud-based application platform for Document Management, Agenda and Minutes Automation (electronic document repository).

Scope of Work: The County has chosen to upgrade its existing agenda platform from Legistar to OneMeeting with Swagit streaming. Granicus provides multiple agenda platforms under the gov

Meetings platform. This upgrade provides a comprehensive, end-to-end, organization-wide agenda automation and legislative history software system. One Meeting will accommodate the County's needs for flexibility, innovation, and greater transparency for citizens.

Pursuant to Purchasing Code Section 102-384, this request meets the following category permitted as basis for conditions allowing the award of a contract without competition:

(4) When necessary to maintain compatibility with existing equipment or systems, only specified makes and models of technical equipment, software, and any parts will satisfy the County's needs for additional units or replacement items, and only one source is available.

Business objectives to be achieved by this solution include the implementation of Granicus Modules in support of the client legislative needs: Configuration of the modules; Training; Swagit Onsite Installation; Go Live; Continued support

In accordance with County Purchasing Code Section 102-386 regarding intellectual property, the anticipated useful life of the intellectual property is a minimum of 10 years and the anticipated annual cost for maintenance and support, service agreement, licensing fees in order to maintain the intellectual property over its useful life is estimated to be \$180,000.00 annually.

Community Impact: There is no impact to the community.

Department Recommendation: The Department recommends approval.

Project Implications: None.

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Contract Modification: This is a new request.

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Award Amount	19-0968	11/20/19	\$127,153.92
Amendment No. 1			\$267,200.35
Total Revised Amount			\$394,354.27

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

Contract Value: \$267,200.35
Prime Vendor: Carahsoft Technology Corporation
Prime Status: Non-Minority
Location: Reston, VA
County: Fairfax County
Prime Value: \$267,200.35 or 100.00%

Total Contract Value: \$267,200.35 or 100.00%
Total Certified Value: \$0.00 or 0.00%

Exhibits Attached

Exhibit 1: Statement of Work

Exhibit 2: Cost Proposal

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

Kevin Kerrigan, Chief Information Officer, Information Technology, 404-612-0057

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$127,153.92

Previous Adjustments: \$0.00

This Request: \$267,200.35

TOTAL: \$394,354.27

Grant Information Summary

Amount Requested:

☐ Cash

Match Required:

☐ In-Kind

Start Date:

☐ Approval to Award

End Date:

☐ Apply & Accept

Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

500-220-2200-H003, Capital, Information Technology, \$267,200.35

Key Contract Terms

Agenda Item No.: 24-0055

Meeting Date: 2/7/2024

Start Date: Upon issuance of Notice to Proceed	End Date: Upon Final Acceptance
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Choose an item.

Report Period Start:
7/1/2023

Report Period End:
9/30/2023



www.granicus.co

Product Family: GovMeetings

Date: *September 21, 2023*

Client Name: *Fulton County, GA*

Created by:
Michelle Cooper, Enterprise govM

Edited by:

Created date:
7/11/2023

Revision Date:
9/21/2023

Revision Number:
3.0

1. PROJECT DESCRIPTION

Fulton County currently utilizes Granicus' Legistar platform as its agenda management software system since 2020 to prepare, store and archive BOC agendas and meeting information. Granicus is a cloud-based application platform for Document Management, Agenda and Minutes Automation (electronic document repository).

The County has chosen to upgrade their agenda platform from Legistar to OneMeeting with Swagit streaming. Granicus provides multiple agenda platforms under the govMeetings platform. This upgrade provides a comprehensive, end-to-end, organization-wide agenda automation and legislative history software system. OneMeeting will accommodate the County's needs for flexibility, innovation and greater transparency for citizens.

2. PROJECT SCOPE

Business objectives to be achieved by this solution include the implementation of Granicus Modules in support of the client legislative needs:

- Configuration of the modules
- Training
- Swagit Onsite Installation
- Go Live
- Continued support

Project Objectives & Preliminary Scope

OneMeeting's legislative management software provides an end-to-end solution designed to provide the necessary tools for effective and transparent creation of meeting content.

The solution consists of the software and services detailed below. The project planning and implementation activities will include the following objectives and assumptions.

Agenda Automation allows staff to create meeting types, agenda items, upload related documents to create an agenda and materials packet. Meeting documents and supporting materials can be compiled for distribution to the staff, public, council members, and more.

Customer agrees to:

- Complete On-Boarding Assessment including:

- Documentation of Item Types
- Documentation of Meeting Types for each meeting body
- Documentation of the proposed meeting schedule for each meeting body
- Produce and share full Word samples including numbering, font, size and other formatting details for each meeting body:
 - Agenda
 - Packet
 - Notice of Cancellation
- Identify sections and items included in each meeting body
- Review and discuss modifications required to accommodate OneMeeting best practices, current functionality, and consistency of the proposed meeting document templates
- Complete Agenda Training
- Complete User Acceptance Testing
- Conduct end-user training
- Review and Sign off Agenda configuration

Agenda Automation: Forms/Workflow allows for the automation of the item submission process in the Agenda Automation module. This will enable users to ensure items are reviewed electronically and that users can always know where an item is at in the process. Workflow allows for linear routing of an item with its supporting materials on its journey to an agenda. Workflow is flexible and will enable users to have an ad-hoc review process via peer review while also allowing the administration to design a consistent approval process. Items can be created at any time and added to the agenda automatically when the approved process is complete. The workflow steps can be routed to users or groups to ensure an end-to-end electronic process.

Following is an example of the Agenda Item Approval Workflow:

- | | |
|----------------------------|---------------------------|
| 1. Create document | 7. Department Head review |
| 2. Create item | 8. Legal review |
| 3. Add item to the meeting | 9. Finance review |
| 4. Attach documents | 10. City Manager review |
| 5. Originator review | 11. City Clerk review |
| 6. Peer review | 12. Approve on agenda |

Customer agrees to:

- Complete on-boarding assessment including:
- Documentation of the workflow process
 - Form to initiate a submission
 - Notification Emails
 - Identification of Review Groups
 - Identification of Review Users

- Workflow Steps
- Identification of originators
- Staff Report (cover page)
- Word sample
- Identify a decision maker and lead procedural discussions regarding the item approval process.
- Review and discuss modifications required to accommodate OneMeeting best practices, current functionality, and consistency of the proposed item approval workflow.
- Review and discuss modifications required to accommodate OneMeeting best practices, current functionality, and consistency of the proposed form and staff report document.
- Provide technical resources required for add-in installation on client workstations and is responsible for end-user support.
- Complete workflow training.
- Complete user acceptance testing.
- Conduct workflow end user training.
- Review and sign-off on workflow configuration.

OneMeeting agrees to:

- Review and configure workflows provided as part of the on-boarding assessment including:
 - Workflow Design
 - Workflow Configuration
 - Notification Emails
- Review and configure item submission forms with accompanying staff report that is provided as part of the on-boarding assessment including:
 - HTML form design
 - Staff report Word document content controls
- Perform a gap analysis to review functionality and identify potential feature requests and enhancements that can be evaluated for inclusion in a future release.
- Complete end-to-end workflow and forms testing
- Provide workflow training

Meeting Management allows the meeting administrator to run a meeting and record roll call, minutes, motions, votes, notes, and actions with ease. The OneMeeting real-time Minutes tools provide a single interface that allows all aspects of the meeting to be managed often by a single user. The real-time meeting tools also offer options for citizen engagement information regarding the active item, speakers, motion information, and votes can be displayed in chambers or online via the public portal in real time. Minutes provides a means to record motions, votes, minutes and other facets of the meeting. Also, agenda items can be added, removed, edited and re-arranged as changes

occur during the meeting.

Customer agrees to:

- Complete On-Boarding Assessment including:
 - Documentation of Motion Types
 - Documentation of Motion Type configuration
 - Minutes
 - Motion template
 - Action template
 - Vote result template
- Produce and share complete Word samples including numbering, font, size and other formatting details for each meeting body:
 - Minutes
- Identify sections and items to be included in each meeting body
- Review and discuss modifications required to accommodate OneMeeting best practices, current functionality, and consistency of the proposed minute templates
- Complete Minutes Training

OneMeeting agrees to:

- Review and configure Meeting Types (e.g., Regular, Special, and Workshop) that are provided as part of the on-boarding assessment including:
 - Minutes
- Review and configure:
 - Motion Types
 - Motion Type configuration
 - Motion template
 - Action template
 - Vote Result template
- Deliver complete document set per meeting with the proposed layout and design
- Provide Minutes training

Member Voting provides a means for members to record their vote during a meeting within Meeting Management and offers the ability to communicate the voting process of agenda items to the public. This solution allows voting members and support personnel the opportunity to electronically view items and supporting documentation on the agenda and to electronically cast votes on motions. The Member Voting solution also provides a more automated and effective approach to recording the

events of the meeting to make it easy for the supporting personnel to follow along and manage the meeting as it is in session.

Customer agrees to:

- Complete On-Boarding Assessment including:
 - Motion Types
 - Roles
 - Voting options
 - Public Comment
 - Request to Speak
- Complete Member Voting training
- Perform a Mock Meeting or other User Acceptance Testing
- Review and sign off on Member Voting configuration

OneMeeting agrees to:

- Configure and review Voting for the Meeting Types, including:
 - Motion Types
 - Roles
 - Voting Options
 - Speaker Management
 - Provide Member Voting training

Community Engagement creates a public portal for citizens to comment on individual agenda items. The comments are text-based and a character limit can be established to replicate the time limit used for public speakers when meetings are in person. All comments will be aggregated into a simple report that you can provide to elected officials. The Request to Speak functionality allows community members to sign up to request to speak for any agenda item. The software will manage the sign-up and provide an ordered list of public speakers that can be called on during the meeting.

Customer agrees to:

- Provide a sample list of typical agenda items where citizens provide comment and/or request to speak during meetings
- Determine type of personal information required of citizens to request to speak or provide public comments such as the following:
 - First Name
 - Last Name
 - Email
 - Physical Address
- Define internal roles that will have access to community comment reports

OneMeeting agrees to:

- Configure agenda settings to include types of agenda items that would be allowed for community comments.
 - Tailor form information for personal citizen contact information.
 - Train staff on citizen functionality, public portal, and reporting information.
- **Committee Management** allows staff to easily add and edit committees, members, positions, and terms. The public portal allows for automated application and appointment management through internal workflows built within the OneMeeting system. In one succinct view, a user can take care of all committee tasks efficiently and effectively. Committee Management makes it easy to create initial and subsequent terms quickly, and even split terms if a seat becomes vacant mid-term. Also included are vacancy reports, expiring seats reports, and expiring training reports.
-
- Customer agrees to:
 - Complete On-Boarding Assessment including:
 - Documentation of Committees, Active Positions and Members
 - Documentation of Current Terms (Start Date/End Date), Nominating and Appointing Entities
 - Documentation of Training Types
 - Documentation of Application Management workflow process:
 - Position Application Form to initiate a submission
 - Workflow Steps
 - Identification of Review Users & Groups
 - Notification Emails
 - Complete User Acceptance Testing
 - Review and Sign off Committee Management configuration
 - Complete Committee Management training

OneMeeting agrees to:

- Review and Configure Committees that are provided as part of the on-boarding assessment including:
- Boards and Commissions, Active Positions, and Active Members
- Current Terms, Nominating and Appointing Entities
- Configure a Committee Management public portal to allow for public display of committee information and acceptance of applications for advertised positions
- Review and discuss modifications required to accommodate OneMeeting best

practices, existing functionality, and consistency of the proposed Committee Management.

- Perform a Gap Analysis to review functionality and identify potential feature requests and enhancements that can be evaluated for inclusion in a future release.
- Configure up to one (3) Position Application Forms for vacant position applications.
- Configure up to one (3) Application Workflows to support the stages of the application lifecycle.
- Complete end to end Committee Management testing.
- Provide Committee Management training.

PRODUCT DESCRIPTIONS

Solution	Description
Agenda Automation - Tier 3	Agenda Automation - Tier 3 Includes: 10 workflows, 5 post workflow, 8 forms and up to 8 meeting types
Meeting Management - Tier 3	Meeting Management - Tier 3 Includes: 10 workflows, 5 post workflow
Member Voting - Tier 3	Member Voting - Tier 3 Includes: up to 12 voting members
OneMeeting Agenda Automation - Configuration and Training	Agenda Automation - Analysis, Setup and Configuration Services. These services focus on the analysis of your agenda item approval process and the designing of the forms and workflows to facilitate the submittal and approval of agenda items.
OneMeeting Meeting Manager - Configuration and Training	Meeting Manager - Analysis, Setup and Configuration Services. These services focus on the analysis of your agenda, minutes and miscellaneous output templates; and your live meeting process. They also include the setup and configuration of the templates, motions and votes, public speaking and comment options (if purchased) and live meeting display.
Community Engagement - Tier 2	Community Engagement - Tier 2
Captioning Software Only	Captioning Software Only (EASE™ H or EASE™ 2D Appliance Upgrade)

EASE™ H Streaming Appliance	Standard streaming encoder with EASE™ software and optional analog distribution: 1U Configuration - SDI, HDMI, DVI, VGA, Component, Composite, S-video Video, Osprey 827e Capture Card, Embedded SDI, AES, SPDIF, HDMI, Balanced (mini XLR), Unbalanced Audio
EASE™ or CaptionPrime Setup and Deployment	Standard EASE™ encoder setup and remote deployment for 60 meetings.
Annual Support for Advanced Caption Encoder/Decoder	Annual Support for Advanced Caption Encoder/Decoder

3. GLOBAL SOFTWARE AND SERVICES OFFERED

OneMeeting Public Portal can be integrated directly within the Customer's website providing a seamless look and feel. Constituents can search for and view meeting materials, and video. The portal also provides the ability for citizens to search the voting history of elected officials. This includes the meeting history, voting records, speakers, and video specific to the item. An internal portal can also be used if the Customer would like to publish meeting documentation internally before it being made available to the public.

Customer agrees to:

- Provide technical resources required for integration on the Customer website and is responsible for end-user support of website.
-

OneMeeting agrees to:

- Review and configure Public Portal

OneMeeting Historical Import (Conversion)

OneMeeting will import historical data utilization of a utility that has been specifically developed for the conversion process. Early data migration plans indicate that utilizing the original SIRE database will provide a more complete migration. Data migration will include: meeting documents, supporting materials, meeting videos, indexing & time stamps dating from 1901 to present date.

Customer agrees to:

- Complete On-Boarding Assessment including:
 - Identification of Content
 - Identification of the location of data and supporting files
- Provide access to data and supporting files for import
- Provide media files in MP4 video format
- Provide a clear and understandable naming convention to identify files and their location
- Customer Acceptance Testing
- Review and sign off on Historical Import results

4. LICENSING

The licensing for this solution is a site license. This includes anyone working with or for the city/county/organization that purchases the solution.

5. CLIENT NEEDS

The OneMeeting solution outlined in Product Modules above will apply to the following:

Category	Number
Board Meetings Annually	55-60
Number of packets created for public	1
Number of packets created for staff	1
Number of packets created for Board	1
Number of pages in each packet	700-1200
Average number of people who signature approvers an item	6
Average number of reviewers	350
Number of items on each agenda	30-50
Number of concurrent users	400
Number of Departments	45-50

A. Project Assessment

At Granicus, we take pride in fully understanding your project and your needs before we begin to work. During the sales process, we have noted that the OneMeeting/Swagit upgrade outlined below will fulfill the clients' legislative management software needs.

Product Modules

The following Granicus modules are included in this proposal:

- OneMeeting Agenda Automation
- Meeting Management
 - Electronic Voting
- Swagit Video
 - Transcript/Sound Search
 - Live Captioning
 - English/Spanish Translation
 - Automated & Human Clean up
- Community Engagement

5. PROJECTED TIMELINES AND STAGES

This Statement of Work ("SOW") is intended to communicate our understanding of the project and all the deliverables that relate to it. A clear understanding of the project is the key to everyone's success, and we do not assume any additional products or services will be delivered except those described in this SOW. If new requirements are discovered or additional products and/or services beyond those outlined in this SOW are required, such changes shall require a formal amendment to this Agreement which shall only be effective once signed by authorized representatives of both Parties.

A. OneMeeting Implementation Stages



A project that follows the scope of work described in this document will consist of three distinct stages:

1. Planning & Discovery
 - Kick Off
 - Process Review
2. Implementation
 - Configuration & Test
 - Training
3. Project Closure
 - Go Live
 - Transition to Support

B. Swagit Implementation Stages

Once we receive two signed original agreements, you'll hear from our team of deployment experts. We'll also send you a welcome packet, requesting basic information we'll need to complete your installation (such as your meeting schedule, contact info, IP information, and graphics for your video library/video player).

Phase 1 - Hardware Provisioning/Development

- Hardware ordered (out of stock items may impact delivery)
- Hardware assembled by professional engineers
- Operating system installed and configured per installation
- EASE™ streaming appliance software installed
- System burn-in testing conducted under fail-test load
- Hardware sign-off by team
- Welcome packet information (meeting schedule, IP info, etc.) returned

Phase 2 – Web Element Design

- Video library and player designed in consultation with Client
- Linking instructions provided to Client Webmaster/IT
- Design sign-off by Client

Phase 3 – Deployment/Implementation

- Assembled hardware shipped
- Remote configuration and testing of audio/video feed quality
- Integration with OneMeeting
- Confirmation of correct video library linking and integration with Client's website
- Installation sign-off

Phase 4 - Acceptance Testing

- Dry run of meeting capture, indexing and encoding process using next available meeting rebroadcast, alternate content or live meeting
- Final signoff by Client and fulfillment of purchase order

Deliverables

- Installation checklist
- Configuration, testing and installation of EASE™ streaming appliance
- Secure FTP account for pre-edited digital content
- Customized video library
- Customized video player
- Monthly usage statistics

6. PROJECT SCHEDULE/TIMELINE SWAGIT

Swagit Implementation will run concurrently with the County's OneMeeting Implementation and training schedule.

Activity	Start Date	Completion
Phase 1 - Hardware Provisioning / Development	Immediately upon receipt of signed agreements	2-4 weeks
Phase 2 – Web Element Design	Immediately upon receipt of information requested in welcome packet	
Phase 2a – Content Conversion & Migration	Upon receipt of file content	One month per year of content
Phase 3 – Deployment & Implementation	Hardware Deployment: Upon Client's receipt of hardware Software Deployment: Dependent upon Client availability for training	Hardware: Upon Client installation of encoder (plug-play installation) Software: Dependent upon Client training completion
Phase 4 - Acceptance Testing	Dependent upon previous phases	Dependent upon previous phases
Completion of Project	Dependent upon completion of Phases 1-4	Dependent upon completion of Phases 1-4

7. CUSTOMER SUPPORT

1. OneMeeting insists that customers always have access to staff and resources to ensure an outstanding customer experience. Our support

team is located primarily in Colorado and are staffed with the needs of local government in mind. Regular Support Services are provided between 5:00 am and 5:00 pm Pacific Time, Monday through Friday. On-call and emergency support are provided outside of regular Support Service hours online and by phone.

2. In addition to contacting the support team by phone and email, OneMeeting provides a searchable online knowledge base for all its clients as part of their services. The knowledge base is available on the same website as our support ticket management system, making the OneMeeting support portal a one-stop shop. The documentation provided includes product updates, technical assistance, tutorials, and more. The content is regularly updated and expanded, and each article contains links to related articles for increased navigation.
3. Staff will be available 24 hours a day, 365 days to address critical system issues. The helpdesk services can be contacted through e-mail, telephone, or our support portal. Normal or Low priority live requests will be handled during regular operating hours Monday – Friday, 8am – 8pm (EDT).
4. The following table details the support severity levels and targeted response times:

Codes	Example	Resolution Level Agreement	
Critical	<ul style="list-style-type: none"> System down System up, but cannot be used, affecting operations 	Confirmation of Request Received	30 minutes
		Communications	30 minutes
		Expected time to begin solving the issue	2 hours
High	<ul style="list-style-type: none"> Specific system functionality not functioning as expected System interface is not working Security-related requests Serious impact on customer operation 	Confirmation of Request Received	1 hour
		Communication	1 hour
		Expected time to begin solving the issue	4 hours
Normal	<ul style="list-style-type: none"> Change of passwords Billing information request Functional or technical consultations 	Confirmation of Request Received	2 hours
		Communication	8 hours
		Expected time to begin solving the issue	24 hours
Low	<ul style="list-style-type: none"> Suggestions and recommendations Training requests 	Confirmation of Request Received	4 hours
		Communication	16 hours
		Expected time to begin solving the issue	48 hours

Priorities are established after the support analyst reviews and investigates the communication sent by the client. While we constantly monitor our emails, we urge our customers to call us if they understand that the need for support is critical, so that we can act immediately.

Customer support details:

Please submit support requests via:

- Portal: support.granicus.com
- Email: support@granicus.com
- Phone: 1-800-314-0147 USA

Criteria for Incident Escalation

5. Our customer support department receives cases and routes them to our product support team. Requests are handled at different levels of escalation.
 - **Level 1 – General Customer Support.** In this level, we can solve or answer general questions regarding products such as frequently asked questions and common knowledge base support requests. If the issue cannot be resolved in the initial call, the incident is escalated to a Level 2 request.
 - **Level 2 – Functional Specialist Support.** More experienced resources that have been involved in product implementations and issue resolution will handle Level 2 requests. These requests are more complex in the areas of functionality or configuration. A Level 2 representative will be communicating with the customer via email and coordinating communications to resolve the issue. If the issues are technical, to the degree a Level 2 representative cannot solve the issue, then the case will be immediately escalated to a Level 3 resource to address the issue.

Level 3 – Technical or Advanced Support. This support is provided by technical personnel that handles requests that are not in the scope of Level 1 and Level 2 resources. Level 3 requires technical or software development experience for issue resolution. Level 3 resources will work with the Level 2 resource on resolving the issue. Communications should not be expected from a Level 3 resource unless necessary. The Level 2 resource will keep communications with the customer until the issue is resolved.

8. DATA STORAGE AND BACKUP

Data Storage

OneMeeting provides unlimited data storage for its clients as part of our standard solution offerings. Clients will never have to worry about running out of storage space or needing to upgrade to a larger data storage package.

Data Backup Process

All data is backed up and stored in multiple locations in real-time. Databases have Point in Time Restore up to 35 days. This means we can restore to any minute within the

last 35 days. After that, restorations are saved weekly up to 6 months. Individual files have Point in Time Restore up to 2 days and daily backups for 30 days afterwards.

OneMeeting hosts all data in Microsoft Azure, which is a Tier 4 data center, and all connectivity is automatically managed by the Azure infrastructure. Azure guarantees a permanent data failover. Extra data backups are available upon request. Clients may also export data to external devices for additional storage.

OneMeeting follows the standard protocols for recovery stated by Azure. OneMeeting uses HTTP2 protocol, so all communication between the client and server is secure and encrypted. Our database, backups and other data at rest is stored on Azure resources that have automatic encryption on all the elements.

Network Bandwidth and System Requirements

6. The entire application is web-based, so there are **no minimum bandwidth requirements** for web application usage. For video viewing, each user would use 5 Mbps as it's a 720p stream. Bandwidth requirements per client are dependent on user usage.
7. With mobile accessibility in mind, OneMeeting has been designed to run on any device that can support the latest web browsers including Chrome, Safari, Microsoft Edge, and more.

9. DATA ACCESS AND SECURITY

Access

Granicus has fine-grained **role-based security** and can support multiple user IDs with varying levels of access and security. The client is able to create as many user IDs as needed and apply varying permissions to each.

Authentication is supported via **password authentication as well as SSO**. Permissions are applied at the user level and can be applied to meeting types, workflow tasks, or individual functions (operations) within the system.

Security – Physical and in the Cloud

OneMeeting prioritizes both **client satisfaction and data security**. Every new employee must sign a non-disclosure agreement and undergo both thorough background checks and rigorous training.

When preparing an update, OneMeeting performs a **robust set of security checks and testing** via a static analysis solution before any



new code can be merged into the main body of the program. When a security issue is discovered/reported average time to resolution is currently less than 30 days.

For additional monitoring, all OneMeeting customers receive access to **Granicus's customer portal** where the health status of the applications is present, and all alerting is provided to customers who subscribe to notification. Notifications are sent automatically, and options are available for users to receive these via email and/or text.

10. BUSINESS CONTINUITY AND DISASTER RECOVERY

Restore Points and the Restoration Process

All data is backed up and stored in multiple locations in real-time. Databases have Point in Time Restore up to 35 days. This means we can restore to any minute within the last 35 days. After that, restorations are saved weekly up to 6 months. Individual files have Point in Time Restore up to 2 days and daily backups for 30 days afterwards.

OneMeeting hosts all data in Azure and all connectivity is managed by the Azure infrastructure automatically. Azure guarantees a permanent data failover and OneMeeting follows the standard protocols for recovery stated by Azure. There is no need to migrate service or data because the data is multiple locations already, thereby minimizing any disruptions or inconveniences due to outages.

11. WCAG 2.0 Accessibility Compliance

Swagit's captioning solutions meet Level A and Level AA WCAG 2.0 Accessibility Requirements for video.

Swagit's CaptionPM solution meets the Level A requirements.

CaptionPM is human assisted post-meeting captioning for video on demand, and provides synchronized closed captions for pre-recorded video content. Captioning is completed and aligned with event video within 4 business days of broadcast.

12.

13. PRICING

The OneMeeting platform is a single, hosted solution that can be partitioned into separate modules when clients wish to start with specific functions only. Should you decide to add services in the future, you never have to worry about integration or data migration issues because all modules share the same database. The Enterprise pricing is based on population and there are no limits to the number of users, committees, or amount of data uploaded to the solution.

The following modules are included in this proposal:

- Agenda Automation
 - Laserfiche Integration
- Meeting Management
 - Member Voting
- Video Streaming – Swagit
 - Live Captioning
 - English/Spanish
 - Transcript/Sound Search
- Community Engagement
- Committee Management

Annual Recurring	
Agenda Automation Tier 3 Includes: 10 workflows, 5 post workflow, 8 forms and up to 8 meeting types	\$26,041.66
Meeting Management Tier 3 Includes: 10 workflows, 5 post workflow	\$18,749.98
Community Engagement	\$11,458.34
Member Voting Includes 12 Voting members	\$10,416.68
Committee Management Tier 2 Includes: up to 4 Unique Applications/Forms	\$20,930.00
EASE Custom 60	\$22,395.81
CaptionLive Premium ESP	\$56,874.64
Annual Support for EASE H Streaming Appliance	\$1,119.53
Annual Support for Advanced Caption Encoder/Decoder	\$1,723.28
Annual Recurring Fee	\$169,709.92

One-Time Costs	
Data Migration Includes: 1901-present day for Meeting Content & Committee Content	\$68,697.92
OneMeeting Agenda Automation - Configuration and Training	\$2,604.17
OneMeeting Meeting Manager - Configuration and Training	\$2,604.17
Captioning Software Only	\$3,220.00
EASE™ H Streaming Appliance	\$6,490.00
EASE™ or CaptionPrime Setup and Deployment	\$1,280.00
Advanced Caption Encoder/Decoder	\$9,990.00
OneMeeting Committee Manager - Configuration and Training	\$2,604.17
TOTAL	\$97,490.43

Annual Cost			
Description	Year 1	Year 2	Year 3
Annual Recurring	\$169,709.92	\$174,801.22	\$180,045.26
One-time	\$97,490.43	\$0	\$0
Total	\$267,200.35	\$174,801.22	\$180,045.26

Year 2 & 3 Reflect an increase of 3% annually.

GOVERNMENT- PRICE QUOTATION



Granicus at Carahsoft



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | GRANICUS@CARAHSOFT.COM

TO: Donna Jenkins
Purchasing
Fulton County
140 Pryor St
Atlanta, GA 30303 USA

FROM: John Deker
Granicus at Carahsoft
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: donna.jenkins@fultoncountyga.gov

EMAIL: John.Deker@carahsoft.com

PHONE: (404) 612-4213

PHONE: (571) 662-3053

FAX: (703) 871-8505

TERMS: FTIN: 52-2189693
Shipping Point: FOB Destination
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
UEI: DT8KJHZXVJH5
Credit Cards: VISA/MasterCard/AMEX
Sales Tax May Apply

QUOTE NO: 40652262
QUOTE DATE: 08/28/2023
QUOTE EXPIRES: 10/23/2023
RFQ NO:
SHIPPING: GROUND
TOTAL PRICE: \$267,200.35

TOTAL QUOTE: \$267,200.35

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
ONE TIME FEES						
1	GOVM-ONM-AAS-OTF-2	OneMeeting Agenda Automation - Configuration and Training- Pricing to be scoped each One Time Fee Granicus - GOVM-ONM-AAS-OTF		\$2,604.17 OM	1	\$2,604.17
2	GOVM-ONM-MMS-OTF-2	OneMeeting Meeting Manager - Configuration and Training- Pricing to be scoped each One Time Fee Granicus - GOVM-ONM-MMS-OTF		\$2,604.17 OM	1	\$2,604.17
3	GOVM-SWG-CSF-OTF-2	Captioning Software Only - One Time Fee Granicus - GOVM-SWG-CSF-OTF		\$3,220.00 OM	1	\$3,220.00
4	GOVM-SWG-ESH-OTF-2	EASE™ H Streaming Appliance - One Time Fee Granicus - GOVM-SWG-ESH-OTF		\$6,490.00 OM	1	\$6,490.00
5	GOVM-SWG-ECP-OTF-2	EASEâ„¢ or CaptionPrime Setup and Deployment - One Time Fee Granicus - GOVM-SWG-ECP-OTF		\$1,280.00 OM	1	\$1,280.00
ONE TIME FEES SUBTOTAL:						\$16,198.34
ONE TIME FEES						
6	GOVM-ONM-DMS-OTF-2	OneMeeting Data Migration Services - One Time Fee Data migration includes meeting content dating from 1901-2023 Granicus - GOVM-ONM-DMS-OTF		\$68,697.92 OM	1	\$68,697.92
ONE TIME FEES SUBTOTAL:						\$68,697.92
ONE TIME FEES						
7	GOVM-SWG-ACE-OTF-2	Advanced Caption Encoder/Decoder - One Time Fee Granicus - GOVM-SWG-ACE-OTF		\$9,990.00 OM	1	\$9,990.00
8	GOVM-ONM-CMS-OTF-2	OneMeeting Committee Manager - Configuration and Training- Pricing to be scoped each One Time Fee Granicus - GOVM-ONM-CMS-OTF		\$2,604.17 OM	1	\$2,604.17

GOVERNMENT- PRICE QUOTATION



Granicus at Carahsoft



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | GRANICUS@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
ONE TIME FEES SUBTOTAL:					\$28,792.51
NEW SUBSCRIPTION FEES					
9	GOVM-ONM-AG3-SUB-2	Agenda Automation - Tier 3 - Annual Subscription Granicus - GOVM-ONM-AG3-SUB	\$26,041.66 OM	1	\$26,041.66
10	GOVM-ONM-MM3-SUB-2	Meeting Management - Tier 3 - Annual Subscription Granicus - GOVM-ONM-MM3-SUB	\$18,749.98 OM	1	\$18,749.98
11	GOVM-ONM-MV3-SUB-2	Member Voting - Tier 3 - Annual Subscription Granicus - GOVM-ONM-MV3-SUB	\$10,416.68 OM	1	\$10,416.68
12	GOVM-ONM-ET2-SUB-2	Community Engagement - Tier 2 - Annual Subscription Granicus - GOVM-ONM-ET2-SUB	\$11,458.34 OM	1	\$11,458.34
13	GOVM-SWG-ACE-SUB-2	Annual Support for Advanced Caption Encoder/Decoder - Annual Subscription Granicus - GOVM-SWG-ACE-SUB	\$1,723.28 OM	1	\$1,723.28
14	GOVM-SWG-HSA-SUB-2	Annual Support for EASE™ H Streaming Appliance - Annual Subscription Granicus - GOVM-SWG-HSA-SUB	\$1,119.53 OM	1	\$1,119.53
15	GOVM-SWG-ES1-SUB-2	EASE™ 100 - Annual Subscription Granicus - GOVM-SWG-ES1-SUB	\$22,395.81 OM	1	\$22,395.81
16	GOVM-SWG-CPE-SUB-2	CaptionLive Premium ESP - Annual Subscription Granicus - GOVM-SWG-CPE-SUB	\$1,034.0843 OM	55	\$56,874.64
17	GOVM-ONM-MT3-SUB-2	Committee Management - Tier 3 - Annual Subscription Granicus - GOVM-ONM-MT3-SUB	\$20,930.00 OM	1	\$20,930.00
NEW SUBSCRIPTION FEES SUBTOTAL:					\$169,709.92
SUBTOTAL:					\$267,200.35
TOTAL PRICE:					\$267,200.35
TOTAL QUOTE:					\$267,200.35

Note: *This quote is an Upgrade*

Granicus contact for this quote is: Michelle Cooper, Enterprise, GovM, Michelle.Cooper@granicus.com

Upon the signing of this Agreement, annual fees for the terminating subscription(s) shall cease. Any pre-paid fees for the terminating subscription(s) after the signing of this Agreement will be prorated from the signing of this Agreement to the end of the Client's then-current billing term, credited, and such credit applied to the annual fees for new subscriptions.

Client will continue to have access to and use the terminating solution until the new subscription(s) is/are deployed.

Upon the deployment of Client's new solution as determined at Granicus' sole discretion, Granicus shall remove access to the Client's terminating subscription(s).

For govDelivery Customers Only:

Potential Users are based on the greater of quarterly website visits to the domains covered by a license or the subscriber base multiplied by 12, less 20% to account for inactive subscribers.

The Granicus Master Subscription Agreement can be found at www.granicus.com/Master_Subscription_Agreement

PRODUCT SUMMARY

The specifications and terms within this Order Form are specific to the products and volumes contained herein.

NOTE: Fees for the below Products will be as set forth in the quote from an authorized reseller.

One-Time Services		
Solution	Billing Frequency	Quantity/Unit
OneMeeting Agenda Automation - Configuration and Training	Upon Delivery	1 Each
OneMeeting Meeting Manager - Configuration and Training	Upon Delivery	1 Each
Captioning Software Only	Upon Delivery	1 Each
EASE™ H Streaming Appliance	Upon Delivery	1 Each
EASE™ or CaptionPrime Setup and Deployment	Upon Delivery	1 Each
OneMeeting Data Migration Services	Upon Delivery	1 Units
Advanced Caption Encoder/Decoder	Upon Delivery	1 Each
OneMeeting Committee Manager - Configuration and Training	Upon Delivery	1 Each

New Subscriptions		
Solution	Billing Frequency	Quantity/Unit
Agenda Automation - Tier 3	Annual	1 Each
Meeting Management - Tier 3	Annual	1 Each
Member Voting - Tier 3	Annual	1 Each
Community Engagement - Tier 2	Annual	1 Each
Annual Support for Advanced Caption Encoder/Decoder	Annual	1 Each
Annual Support for EASE™ H Streaming Appliance	Annual	1 Each
EASE™ Custom 60	Annual	1 Each
CaptionLive Premium ESP	Annual	55 Hours
Committee Management - Tier 3	Annual	1 Each

- Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages.

PRODUCT DESCRIPTIONS

Solution	Description
Agenda Automation - Tier 3	Agenda Automation - Tier 3Includes: 10 workflows, 5 post workflow, 8 forms and up to 8 meeting types
Meeting Management - Tier 3	Meeting Management - Tier 3Includes: 10 workflows, 5 post workflow
Member Voting - Tier 3	Member Voting - Tier 3Includes: up to 12 voting members
OneMeeting Agenda Automation - Configuration and Training	Agenda Automation - Analysis, Setup and Configuration ServicesThese services focus on the analysis of your agenda item approval process and the designing of the forms and workflows to facilitate the submittal and approval of agenda items.
OneMeeting Meeting Manager - Configuration and Training	Meeting Manager - Analysis, Setup and Configuration ServicesThese services focus on the analysis of your agenda, minutes and miscellaneous output templates; and your live meeting process. They also include the setup and configuration of the templates, motions and votes, public speaking and comment options (if purchased) and live meeting display.
Community Engagement - Tier 2	Community Engagement - Tier 2
Captioning Software Only	Captioning Software Only (EASE™ H or EASE™ 2D Appliance Upgrade)
EASE™ H Streaming Appliance	Standard streaming encoder with EASE™ software and optional analog distribution: 1U Configuration - SDI, HDMI, DVI, VGA, Component, Composite, S-video Video, Osprey 827e Capture Card, Embedded SDI, AES, SPDIF, HDMI, Balanced (mini XLR), Unbalanced Audio
EASE™ or CaptionPrime Setup and Deployment	Standard EASE™ encoder setup and remote deployment
Annual Support for Advanced Caption Encoder/Decoder	Annual Support for Advanced Caption Encoder/Decoder

Solution	Description
Annual Support for EASE™ H Streaming Appliance	Annual Support for EASE™ H Streaming Appliance
OneMeeting Data Migration Services	Meeting Data Migration ServicesOur data migration engineers will migrate your historic meeting data. We will migrate meetings, items, item attachments. When items are not available, we will migrate pdfs only.
EASE™ Custom	EASE™ Custom Managed Service SaaS: Up To A Custom Amount of Indexed Meetings per year (EASE™) - Includes Media On- Demand, 24/7 LIVE Stream and up to 120 hours of additional specialty content per year (No staff involvement—Hands Free).
CaptionLive Premium ESP	CaptionLive Premium ESP - Human Transcription Service in English with Automated Spanish, per hour. Live and Video On-Demand Closed Captioning.
Advanced Caption Encoder/Decoder	Advanced Caption Encoder/Decoder for IP-based handoff to captioners: HD492 is a three gigabits level B, high definition, serial digital interface closed caption encoder with audio and captions over IP. Synchronization of live captions and program video/audio with CCMatch technology. Unit has an additional built-in SDI decoder output to show on-screen caption burn-in. Simultaneous support for two languages.
Committee Management - Tier 3	Committee Management - Tier 3Includes: up to 4 Unique Applications/Forms
OneMeeting Committee Manager - Configuration and Training	Committee Manager - Analysis, Setup and Configuration ServicesThese services focus on the analysis of your application submittal and application approval processes as well as the setup, configuration and design of these processes.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-301249 dated 14 Sep 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Fulton County GA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Upon the effective date, this Agreement shall supersede and replace any previous agreement between the parties for the Terminating and/or Existing Subscriptions listed herein. All such prior agreements between the parties are hereby void and of no force and effect.
- The attached End User Licensing Agreement must be signed and returned with all necessary order documents.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0089

Meeting Date: 2/7/2024

Department

Information Technology

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

Request approval of a recommended proposal - Fulton County Information Technology Department, 23RFP139160B-EC, Digital Multi-functional Devices and Support Services in an amount not to exceed \$724,581.72 with Standard Office Systems of Atlanta, Inc. (Duluth, GA) to provide maintenance, supplies, support services, and software and associated hardware for all multi-function devices countywide. Effective upon BOC approval through December 31, 2024, with four renewal options.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background

This contract will provide managed services and lease Multi-Functional Devices (MFD) that are fully capable and pre-configured at installation to be connected securely to the County's infrastructure. The MFD fleet will account for the rightsizing needs of each Department/Agency. In addition to leased equipment, services provided include scanning, printing, and faxing capabilities that are pertinent and necessary for the efficient operation of all County Departments and Agencies.

Through this contract, services for print management, patron printing for the public and electronic faxing will be administered. The vendor will provide resources for maintenance support, training and technical assistance to the Government Center, Justice Center, and all remote County locations. The vendor will adhere to all green initiatives by replacing and recycling all toner cartridges and consumables. This contract will also include account management and software to track departmental usage for cost allocation.

The contract resulting from the award will be from the date of the signed agreement by both parties to the end of the calendar year and include four (4) additional options for annual renewal subject to successful performance and availability of funding. Funding will be provided by each agency. The contract will commence as of the date indicated in the Notice to Proceed (NTP) and will terminate as indicated in the contract.

Scope of Work: The project scope of work includes acquiring a lease and services for Digital Multi-functional Devices (hereafter “MFD”) and Support Services, to facilitate County business needs and requirements. Equipment lease and professional services under this contract will include the installation of new digital multifunctional imaging devices, all consumable supplies (except paper), all normal and emergency repair services, all periodic preventative maintenance, account management to include support staff/professional services, fleet management and all operator training in accordance with all requirements of this RFP.

All multi-functional devices (MFDs) shall have the following minimum functionality:

- Copying (B&W and Color)
- Network Printing (B&W and Color)
- Scanning (B&W and Color)
- Faxing (B&W and Color)
- Wireless, remote services (B&W and Color)

Community Impact: Print Services through this contract allow printing, faxing, and copying capabilities for patron offered services in all Library locations and other Departments/Agencies that offer print services for Fulton County constituents.

Department Recommendation: The Information Technology Department recommends approval.

Project Implications: If the Board action is not approved, Departmental agencies will not be able to complete critical operation tasks such as printing, scanning, and faxing that are necessary to deliver services to County customers and constituents.

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

Department Issues/Concerns: It is critical that approval be considered and preferably approved to move forward with contract execution to secure lease and services.

Contract Modification: This is a new procurement

Exhibits Attached

Exhibit 1: Evaluation Committee Recommendation Letter

Exhibit 2: Performance Evaluation

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

Kevin Kerrigan, Chief Information Officer, Information Technology, 404-612-0057

Contact Compliance Information**Contract Value:** \$724,581.72**Prime Vendor:** Standard Office Systems of Atlanta, Inc.**Prime Status:** Non-Minority**Location:** Duluth, GA**County:** Gwinnett County**Prime Value:** \$434,821.49 or 60.01%**Subcontractor:** Metro Records Management**Subcontractor Status:** African American Female Business Enterprise**Location:** Atlanta, GA**County:** DeKalb County**Subcontractor Value:** \$289,760.23 or 39.99%**Total Contract Value:** \$\$724,581.72 or 100.00%**Total Certified Value:** \$289,760.23 or 39.99%**Contract Attached**

No

Previous Contracts

No

Total Contract Value

Original Approved Amount: \$0.00

Previous Adjustments: \$0.00

Agenda Item No.: 24-0089

Meeting Date: 2/7/2024

This Request: \$724,581.72
TOTAL: \$724,521.72

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:

700-220-2205-1705; Information Technology Internal Service Fund, Information Technology, IT Management, Copying Charges

Key Contract Terms	
Start Date: Upon BOC approval	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: For renewal options

Overall Contractor Performance Rating: 97

Would you select/recommend this vendor again?
Yes

Report Period Start: 7/1/2023
Report Period End: 9/30/2023



INTEROFFICE MEMORANDUM

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

FROM: Evaluation Committee Recommendation Letter

DATE: October 30, 2023

PROJECT: #23RFP139160B-EC, Fulton County Multi-Functional Devices

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.

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

1. Standard Office Systems of Atlanta
2. Milner, 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 Standard Office Systems of Atlanta is the recommended vendor for the award of #23RFP139160B-EC, Fulton County Multi-Functional Devices with a final score of **81.81%**.

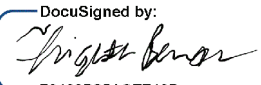
Evaluation Committee Recommendation Letter

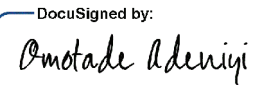
Date: October 30, 2023

#23RFP139160B-EC, Fulton County Multi-Functional Devices 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:

78403B25ACE740B...
Cniquita Barnswell
IT Program Manager, Administration

DocuSigned by:

B90F68192E994D5...
Umotade Adeniyi
Technical Operations Manager- Systems Engineering

DocuSigned by:

EB77E028A4A040D...
Andrae Stinson
Technology Operations Manager - Networks

DocuSigned by:

AB262FC390724CB...
Brazos Price
Library Manager - Technical Services
Atlanta-Fulton Public Library

Evaluation Committee Recommendation Letter

Date: October 30, 2023

#23RFP139160B-EC, Fulton County Multi-Functional Devices Page | 3

EVALUATION CRITERIA	WEIGHT	Standard Office Systems of Atlanta	Milner, Inc.																	
MFD Functionality Matrix	25.00%	23.44%	18.75%																	
Project Plan	10.00%	8.13%	6.25%																	
Qualifications of Key Personnel	10.00%	7.75%	7.50%																	
Relevant Project Experience	8.00%	7.00%	6.00%																	
Availability of Personnel	10.00%	7.38%	6.50%																	
Implementation/Transition Plan	15.00%	13.13%	9.38%																	
Local Preference	5.00%	0.00%	0.00%																	
Service Disabled Veterans Preference	2.00%	0.00%	0.00%																	
Cost Proposal	15.00%	15.00%	8.22%																	
TOTAL SCORE:	100.00%	81.81%	62.59%																	

Performance Evaluation Details

ID	E1
Project	DIGITAL MULTI-FUNCTIONAL DEVICES AND SUPPORT SERVICES
Project Number	19RFP114474B-BR
Supplier	standard office systems
Supplier Project Contact	bernie schom (preferred language: English)
Performance Program	Professional Services
Evaluation Period	07/01/2023 to 09/30/2023
Effective Date	11/03/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	11/03/2023 02:23 PM EDT
Completion Date	11/03/2023 02:23 PM EDT
Evaluation Score	97

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

20/20

Rating

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

Comments

Not Specified

SCHEDULE

20/20

Rating

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

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

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

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

20/20

Rating

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

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

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

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0060

Meeting Date: 2/7/2024

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-SPD0000183-0006, Police Pursuit and Special Services Vehicles in an amount not to exceed \$611,020.00 with Wade Ford, Inc. (Smyrna, GA), to purchase and deliver sixteen (16) law enforcement/administrative vehicles for the Fulton County District Attorney's Office. This is a one-time procurement. **(HELD ON 1/24/24)**

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 To meet their ongoing need for vehicles due to the number of active cases and/or investigations, the District Attorney's Office desires to purchase sixteen (16) vehicles from Wade Ford.

Scope of Work: The types and quantities of each vehicle to be purchased are indicated in the table below.

2023 Law Enforcement Administrative Vehicles Breakdown and Cost:

	Description	Unit Cost	New	Replacement	Total # Vehicles	Total Cost
1	2023 Ford Edge SE AWD	\$37,880.00	10	0	10	\$378,800.00
2	2023 Ford Explorer Based 2WD	\$36,585.00	2	0	2	\$73,170.00
3	2023 Ford Explorer Based AWD	\$38,585.00	2	0	2	\$77,170.00
4	2023 Ford Explorer XLT 200A AWD-White	\$40,940.00	2	0	2	\$81,880.00
	Totals		16	0	16	\$611,020.00

The cost per vehicle includes a 3 year/36,000-mile maintenance warranty which covers the following vehicle components: engine, transmission, rear-wheel drive, front wheel drive, steering, brakes, front suspension, electrical, air conditioning and heating, high tech components, emission system components, audio, and safety system components. Everyday maintenance, fluids, lubrication, brake pads, wiper blades, etc... are not covered under the warranty.

Community Impact: The vehicles are used to accomplish the assigned tasks of the District Attorney's staff.

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

The vehicle dealer will work in collaboration with the Department Real Estate Asset Management's Fleet Management Division for coordination and delivery of listed vehicles.

Project Implications: It's imperative that the County have reliable vehicles and equipment available to respond to emergencies or any situation day or night to serve the citizens of Fulton County.

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

Department Issues/Concerns: If not approved, the District Attorney's Office will not be able to meet the demands of their current workload.

Contract Modification: This is a new request

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

Contract Value: **\$611,020.00**

Prime Vendor: Wade Ford, Inc.
Prime Status: African American Male Business Enterprise
Location: Smyrna, GA
County: Cobb County
Prime Value: \$611,020.00 or 100.00%

Total Contract Value: \$611,020.00 or 100.00%

Total Certified Value: \$611,020.00 or 100.00%

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

Exhibit 1: SWC #99999-001-SPD0000183-0006

Exhibit 2: SWC Benefits

Exhibit 3: Cost Proposal

Exhibit 4: Justification Form for Use of Statewide Contract

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00

Previous Adjustments: \$0.00

This Request: \$611,020.00

TOTAL: \$611,020.00

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:

500-480-4800-1410: Capital, District Attorney, Equipment- \$611,020.00

Key Contract Terms

Start Date: Upon BOC approval	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: O time procurement

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

Yes

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

Statewide Contract Information Sheet

Statewide Contract Number	99999-001-SPD0000183-0006		NIGP Code	07105
Name of Contract	Police Pursuit and Special Services Vehicles			
Effective Date	1/4/2022	Expiration Date	1/3/2025	
Contract Table of Contents				
Vendors Awarded	7	Contract Information:		Mandatory Contract
Contract Information for Vendor				
Contract Summary Page				1
Wade Ford, Inc.				2
Additional Contract Information				
Contract Renewals/ Extensions/ Changes				3
Specifications				4
Line-Item Listing & Pricing				4
Ordering Instructions				5-6
Contract Administrator				7

Contract Information			
Statewide Contract Number		99999-001-SPD0000183-0006	
PeopleSoft Vendor Number		0000011786	Location Code 06
Vendor Name & Address			
Wade Ford, Inc. 3680 South Cobb Drive Smyrna, GA 30080 TIN: 58-1544317			
Contract Administrator			
Roger Moore Government Fleet Sales Telephone: 678-460-3881 Telephone: 678-303-3812 Email: rmoore@wade.com			
Contact Details			
Ordering Information		Wade Ford, Inc. 3680 South Cobb Drive Smyrna, GA 30080	
Remitting Information		Wade Ford, Inc. 3680 South Cobb Drive Smyrna, GA 30080	
Delivery Days		Coordinate Delivery Schedule upon Order	
Payment Terms		Net 30 days	
Bid Offer includes		State and Local Governments	
Acceptable payment method		ACH & Purchase Orders	

Contract Renewals/ Extensions/ Changes:

Base Term: 1/4/2022-1/3/2024

1st Renewal (Amendment 1): 1/4/2023-1/3/2025

2nd Renewal:

3rd Renewal:

Specifications:

The specifications for all Police and Special Services Vehicles on this contract are the standard equipment as identified by the manufacturers. Standard Equipment can be found at <http://www.fleet.ford.com/showroom/police-vehicles/>

Line Item Listing and Pricing:

The list of vehicles available along with the pricing can be found as a separate document entitled "Police Vehicle Pricing" in Team Georgia Marketplace for each contract.

Wade Ford Police Vehicle Ordering Instructions

Statewide Contract Number: 99999-001-SPD0000183-00006

Supplier Name: Wade Ford, Inc. Government Sales Department

Awarded Vehicles: Pursuit Utility/Explorer, Expedition/MAX, F150 SSV/Electric/Hybrid, Transit Van Electric/Transport, Escape Hybrid

Supplier Customer Service:

Roger Moore, Government Sales Manager

Jarid Ison, Government Account Manager

Telephone: 678-460-3881 (Roger Moore)

678-303-3744 (Jarid Ison)

Email: rmoore@wade.com Roger Moore, Gov't Acct Sales Mgr
jison@wade.com Jarid Ison, Gov't Acct Mgr
rhammer@wade.com Rachael Hammer, Gov't Admin
po@wade.com *Please cc this email when sending PO's*

Ordering Instructions for Wade Ford, Inc.

Step 1: Customer contacts one of the above account managers, Roger or Jarid

Step 2: Customer informs the account manager which vehicle they want to order off Statewide Contract 99999-001-SDP0000183-0006

Step 3: Account Manager (Roger or Jarid) emails customer a Vehicle Order Worksheet (this worksheet will be an editable Excel spreadsheet).

Step 4: Customer returns Vehicle Ordering Worksheet with all information completed to include options marked and contact information.

Step 5: Dealer will verify order option content and return digitally signed form for customer to issue PO.

Step 6: Customer cuts PO and emails the PO and vehicle order form to Dealer Account Manager with cc to the PO email address. ** see below for additional PO instructions**

Step 7: Dealer will acknowledge receipt of PO, order units and send customer the vehicle factory order numbers (for build/delivery status follow-up)

Step 8: When unit(s) arrive from factory, dealer will process (stock in, cleanup...), bill out according to PO instructions and deliver to customer or upfit location.

If units are taken to upfit location, billing/title paperwork, extra keys will be sent overnight to customer along with delayed warranty start forms.

If units delivered to customer or picked up by customer at dealership, all paperwork and keys will be hand delivered with the units.

Step 9. Customer will inspect vehicles at delivery and if deficiencies are found, notify Wade Ford immediately.

Step 10: Payment will be processed and sent to Wade Ford. Preferred payment method is ACH/direct deposit. Paper checks will require a method of tracking. Net 30 is defined as payment received by Wade Ford not date payment sent.

****Email should include the PO number in subject line. PO must include billing/title information (no PO boxes), Point of contact including phone/email, delivery location with any unique delivery limitations (hours, security info...)**

NOTE: Customer MUST be able to make partial payments on a multi-vehicle PO as individual vehicles are delivered or issue a separate PO for each vehicle ordered because it is not possible to guarantee all vehicles to be built and ready to deliver at same time. If vehicle is being equipped with non-Ford equipment (i.e., emergency lights, specialized bodies...) base vehicle must be paid when unit delivered

DOAS Contact Information:

Name: Emily Harris
Contract Management Specialist
Phone: 470-668-2663
Email: emily.harris@doas.ga.gov

Procurement Help Desk Telephone-: 404-657-6000
Email: procurementhelp@doas.ga.gov



Department of
Administrative Services

Customer Focused, Performance Driven

Nathan Deal
Governor

Sid Johnson
Commissioner

The Georgia Department of Administrative Services, State Purchasing Division, has established a Statewide Contract for **Police Pursuit and Special Service Vehicles (Including Alternately Fueled Vehicles)**, with the following suppliers:

Alan Jay Automotive Management, Inc.	99999-001-SPD0000183-0001
Hardy Chevrolet, Inc.	99999-001-SPD0000183-0002
Akin Ford, LLC	99999-001-SPD0000183-0003
Family Ford, Inc.	99999-001-SPD0000183-0004
Allan Vigil Ford, Lincoln, Mercury, Inc	99999-001-SPD0000183-0005
Wade Ford, Inc.	99999-001-SPD0000183-0006
Ginn Motor Company	99999-001-SPD0000183-0007

This is a **MANDATORY CONTRACT** for all State of Georgia governmental entities subject to the State Purchasing Act. The statewide contract is also available on a convenience basis to other Governmental Entities such as state authorities, local government, municipalities, cities, townships, counties and other political subdivisions of the State of Georgia.

The purpose of this contract is to provide fuel efficient and clean fuel police pursuit and special service vehicles for the following automotive vehicle manufacturers: Dodge, Ford and Chevrolet.

Key benefits of the contract include:

- Greatly Expanded Variety
- Competitive Pricing
- Payment Terms: Net 30
- Best value vehicle/supplier selection; award criteria considered total "life cycle costs" (required options pricing, delivery and prompt payment discount)
- V6 and V8 engine models available.
- Expanded Options listings;
- Options priced at dealer cost +1% or below.
- Custom delivery charges established by region.

PHONE: 404-656-5514 200 PIEDMONT AVENUE SE ⑩ SUITE 1820 WEST TOWER • ATLANTA, GEORGIA 30334-9010 FAX:
404-656-6279
www.doas.georgia.gov

Wade Ford

Government Sales
3860 South Cobb Drive
Smyrna, GA 30080

678-460-3881 phone
770-433-2412 fax



QUOTE

DATE: October 13, 2023
Quote # G101320231
FOR: Various vehicles

Quoted to

Fulton County, GA
Attn: Kier Freeman

PO #

Phone 404.735.8456

DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
2023 Ford Edge SE AWD	ea	10	37,880.00	378,800.00
PBA18829, PBA18832, PBA18824, PBA18938				-
PBA00263, PBA18982, PBA18996, PBA18831				-
PBA18845, PBA19003				-
2023 Explorer Base RWD	ea	2	36,585.00	73,170.00
PGA00610, PGA00638				-
2023 Explorer Base AWD	ea	3	38,585.00	115,755.00
PGA00639, PGA00790, PGA00922				-
2023 Explorer XLT 200A AWD	ea	2	40,940.00	81,880.00
PGA17833, PGA17402				
2023 Explorer XLT 202A AWD	ea	3	44,105.00	-
PGA17403, PGA17472, PGA17374				-
2023 Pursuit Admin Package	ea	2	44,957.00	89,914.00
PGAS35217, PGA35137				-
				-
		22		-
			TOTAL	\$ 739,519.00

Make all checks payable to **Wade Ford**
If you have any questions concerning this invoice, contact
Roger Moore, Government Sales
678-460-3881 phone
rmoore@wade.com

Roger A. Moore

THANK YOU FOR YOUR BUSINESS!

COOPERATIVE PURCHASING/STATEWIDE/GSA

USE JUSTIFICATION FORM

Department Name: Department of Real Estate and Asset Management

Contract # and Title: **2023 Countywide Vehicles Purchase** - Wade Ford, Inc.-
SWC#99999-001-SPD0000183-0006

Date: December 19, 2023

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 statewide contract will allow the County to purchase 16 total types of various 2023 Ford model law enforcement administrative vehicles for the Fulton County District Attorney's Office, the County is able to save money by participating in volume buying.

The benefits of this contract are as follows:

- Super competitive pricing.
- Fuel efficient and clean fuel police pursuit, administrative and special equipment.
- Best value on expended options listings.
- Provides customer delivery charges.
- Best value vehicle/supplier selection; award criteria considered total "life cycle cost" (required options pricing, delivery, and prompt payment discount)
- Electric, Electric-Hybrid, Compressed Natural Gas, and Liquid Propane Gas Vehicles available.

2. Attach a copy of the cooperative purchasing/statewide/GSA contract document or the contract information.

See Attached

3. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value. Costs must be analyzed to ensure that the use is best value for the County. (check all appropriate)

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:



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0090

Meeting Date: 2/7/2024

Department

Real Estate and Asset Management

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

Request approval of recommended proposals - Department of Real Estate and Asset Management, 23RFP138765K-CRB, Standby Professional Services for Environmental Engineering and Testing Services in the total amount not to exceed \$150,000.00 with (A) Atlas Technical Consultants, LLC (Duluth, GA) in an amount not to exceed \$50,000.00; (B) Nova Engineering & Environmental, LLC (Kennesaw, GA) in an amount not to exceed \$50,000.00, and (C) Oasis Consulting Services (Roswell, GA) in an amount not to exceed \$50,000.00, to provide standby professional services for environmental engineering and testing services. Effective upon BOC approval 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 102-375, all competitive sealed proposals shall be forwarded to the Board of Commissioners for approval.

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: To provide Standby Professional Services for Environmental Engineering and Testing Services for FY2024.

Scope of Work: The project scope of work is for one or more stand-by contracts for each group or discipline identified to provide stand-by environmental engineering and testing services on an "as

needed or task order assignment” basis in support of the Department of Real Estate and Asset Management.

The services include but not limited to the following:

1. Basic Services
2. General Scope Requirements
3. Pre-Design and Pre-Construction Activities:
 - (a) Perform various Land Acquisition functions
 - (b) Geotechnical, archeological, and environmental surveys
4. Environmental Engineering, Materials Testing & Inspections Services (EETI):
 - (a) Asbestos, lead based paint and contaminated soil surveys
 - (b) Geotechnical sampling, testing, and reporting
 - (c) Water testing & surveys
 - (d) Phase I & II environmental assessments
5. Indoor Air Quality Services (IAQ):
 - (a) Qualified visual inspection for identifying indoor microbial and/or chemical contaminant
 - (b) Direct-reading measurements of temperature, relative humidity, and carbon dioxide in air
 - (c) Air sampling using IAQ-specific methodologies
 - (d) Sample analysis performed by a laboratory, accredited, or certified by State of GA EPA
6. Code Required Special Construction Materials Inspection Services (SCMI):
 - (a) IBC Required Verification and Inspection of Steel Construction
 - (b) IBC Required Verification and Inspection of Concrete Construction
 - (c) IBC Required Verification and Inspection of Masonry Construction
 - (d) Construction Material Testing, Inspections

These are standby contracts that are dependent on the availability of resources provided as part of the DREAM Pay as You Go capital program, FCURA bond program, and end-user departmental operating funding as adopted for FY2024.

Community Impact: There is no identifiable impact on the community currently.

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

Project Implications: The intent of these professional services is for one or more firms to provide some, all, or any combination of the various and diverse technical, professional, environmental engineering and testing services for the County on an “as-needed task order assignment” basis. Whenever services are requested by the County, the Contractor will submit a written proposal for the specific project based on the scope of services requested by the County.

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

Department Issues/Concerns: If these contracts are not approved, the County does not have the capacity, or the expertise, to perform these environmental engineering and testing services in-house. Approval will enable DREAM to have engineering consultancy services on-hand to review proposal specifications for proposed solicitations before being advertised to ensure that all aspects necessary for a successful procurement have been addressed.

Contract Modification: This is a new procurement.

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

Contract Value: \$150,000.00

(A)

Prime Vendor: Atlas Technical Consultants, LLC

Prime Status: Non-Minority

Location: Duluth, GA

County: Gwinnett County

Prime Value: \$50,000.00 or 100.00%

Total Contract Value: \$50,000.00 or 100.00%

Total Certified Value: \$0.00 or 0.00%

(B)

Prime Vendor: Nova Engineering & Environmental, LLC

Prime Status: Non-Minority

Location: Kennesaw, GA

County: Cobb County

Prime Value: \$34,250.00 or 68.50%

Subcontractor: Analytical Environmental Services, Inc.

Subcontractor Status: White Female Business Enterprise

Location: Atlanta, GA

County: DeKalb County

Subcontractor Value: \$5,500.00 or 11.00%

Subcontractor: 2MNext

Subcontractor Status: Asian Male Business Enterprise

Location: Atlanta, GA

County: Fulton County

Subcontractor Value: \$3,000.00 or 6.00%

Subcontractor: GEOLAB Drilling, Inc

Subcontractor Status: Asian Female Business Enterprise

Location: Dacula, GA
County: Gwinnett County
Subcontractor Value: \$2,500.00 or 5.00%

Subcontractor: Ecological Solutions, Inc
Subcontractor Status: Non-Minority
Location: Roswell, GA
County: Fulton County
Subcontractor Value: \$500.00 or 1.00%

Subcontractor: OneVision Utility Services LLC
Subcontractor Status: Non-Minority
Location: Peachtree Corners, GA
County: Cobb County
Subcontractor Value: \$500.00 or 1.00%

Subcontractor: WSP
Subcontractor Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Subcontractor Value: \$3,750.00 or 7.50%

Total Contract Value: \$50,000.00 or 100.00%
Total Certified Value: \$11,000.00 or 22.00%

(C)

Prime Vendor: Oasis Consulting Services
Prime Status: White Female Business Enterprise
Location: Roswell, GA
County: Fulton County
Prime Value: \$35,000.00 or 70.00%

Subcontractor: Analytical Environmental Services
Subcontractor Status: White Female Business Enterprise
Location: Atlanta, GA
County: DeKalb County
Subcontractor Value: \$4,000.00 or 8.00%

Subcontractor: Professional Environmental Management
Subcontractor Status: White Female Business Enterprise
Location: Loganville, GA
County: Gwinnett County
Subcontractor Value: \$2,500.00 or 5.00%

Subcontractor: RIO Geo Engineering
Subcontractor Status: Disadvantage Business Enterprise

Location: Lilburn, GA
County: Gwinnett County
Subcontractor Value: \$8,500.00 or 17.00%

Subcontractor: GEO Lab, Inc.
Subcontractor Status: Asian Female Business Enterprise
Location: Dacula, GA
County: Gwinnett County
Subcontractor Value: TBD

Total Contract Value: \$50,000.00 or 100.00%
Total Certified Value: \$50,000.00 or 100.00%

Grand Contract Value: \$150,000.00 or 100.00%
Grand Certified Value: \$61,000.00 or 40.67%

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

Exhibit 1: Evaluation Committee Recommendation Letter

Exhibit 2: Performance Evaluations

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: \$150,000.00
TOTAL: \$150,000.00

Grant Information Summary

Amount Requested: ☐ Cash

Agenda Item No.: 24-0090

Meeting Date: 2/7/2024

Match Required:

☐ In-Kind

Start Date:

☐ Approval to Award

End Date:

☐ Apply & Accept

Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

500-520-5200-TBD: Capital, Real Estate and Asset Management

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:

Atlas Technical Consultants, LLC

88

Nova Engineering & Environmental, LLC

New Vendor for DREAM

Oasis Consulting Services

New Vendor for DREAM

Would you select/recommend this vendor again?

Yes

Report Period Start:

4/1/2023

Report Period End:

6/30/2023



INTEROFFICE MEMORANDUM

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

FROM: Evaluation Committee Recommendation Letter

DATE: November 29, 2023

PROJECT: 23RFP138765K-CRB - Standby Professional Services for Environmental Engineering & Testing 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 Department of Real Estate and Asset Management.

Four (5) qualified firms submitted proposals for evaluation and consideration for award of this project:

1. ECS Southeast, LLP
2. Jones Engineering, LLC
3. Atlas Technical Consultants, LLC
4. Nova Engineering & Environmental, LLC
5. Oasis Consulting Services

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 **Atlas Technical Consultants, LLC** with a total score of **90.64%**, **Nova Engineering & Environmental, LLC** with a total score of **88.75%**, **Oasis Consulting Services** with a total score of **86.71%** are all recommended vendor for the award of **23RFP138765K-CRB - Standby Professional Services for Environmental Engineering & Testing Services.**

Evaluation Committee Recommendation Letter

November 29, 2023

Page | 2

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

SELECTION COMMITTEE MEMBERS:

Douglas Cummings

Douglas Cummings, Construction Project Manager
Department of Real Estate and Asset Management

DocuSigned by:

Freddie Robinson

0C38FA46FEE64FA...

Freddie Robinson, Projects Manager
Department of Real Estate and Asset Management

DocuSigned by:

Zewdie Bekele

E0029CCBCAD0415...

Zewdie Bekele, Construction Project Manager
Department of Real Estate and Asset Management

Evaluation Committee Recommendation Letter

November 29, 2023

Page | 3

EVALUATION CRITERIA	WEIGHT	ECS Southeast, LLP	Jones Engineering, LLC	Atlas Technical Consultants, LLC	Nova Engineering & Environmental, LLC	Oasis Consulting Services
Project Plan/Approach to Work	22	20.17	7.33	20.17	22.0	18.33
Qualifications of Key Personnel	18	18.00	6.0	16.50	16.50	15.0
Relevant Project Experience/Past Performance	18	16.50	7.50	16.50	16.50	16.50
Availability of Key Personnel	15	12.50	6.25	12.50	13.75	12.50
Local Preference	5	0.0	0.0	5.0	0.0	5.0
Service-Disabled Veterans Preference	2	0.0	2.0	0.0	0.0	0.0
Cost Proposal	20	17.20	0.78	19.97	20.0	19.38
TOTAL SCORE:	100.00	84.37	29.86	90.64	88.75	86.71

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



INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM *JD*

DATE: January 3, 2024

SUBJECT: Contractor's Performance Report – Standby
Environmental Engineering and Testing Services –
23RFP138765K-CRB

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: Standby Professional Services for Environmental Engineering and Testing Services

PROJECT NO.: 23RFP138765K-CRB

CONTRACTOR: Nova Engineering & Environmental, LLC
3900 Kennesaw 75 Pkwy, Suite 100
Kennesaw, GA 30144

POC: Nickolaus DaSantos

PHONE: (770) 425-0777

EMAIL: ndasantos@usanova.com

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

JD/TD/SB/hj

C: Tim Dimond, DREAM Deputy Director
Sam Bakare, DREAM Building Services Manager
Harry Jordan, Contract Administrator, DREAM



INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM *JD*

DATE: January 3, 2024

SUBJECT: Contractor's Performance Report – Standby
Environmental Engineering and Testing Services –
23RFP138765K-CRB

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: Standby Professional Services for Environmental Engineering and Testing Services

PROJECT NO.: 23RFP138765K-CRB

CONTRACTOR: Oasis Consulting Services
45 Woodstock Street
Roswell, GA 30075

POC: Mrs. Ashley Butterfield, P.G.

PHONE: (678) 739-2400

EMAIL: abutterfield@oasis-cs.com

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

JD/TD/SB/hj

C: Tim Dimond, DREAM Deputy Director
Sam Bakare, DREAM Building Services Manager
Harry Jordan, Contract Administrator, DREAM

Performance Evaluation

Project Details

Notification Email	Default
Additional Recipients	N/A
Include notification issuer as an additional recipient	N/A
Project Name	Standby Professional Services for Environmental Engineering & Testing Services
Project Number	21RFP120820K-CRB (B)
Supplier	Atlas Technical Consultants, LLC
Supplier Project Contact	Deborah Moon (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	07/13/2023

Performance Evaluation Details

ID	E5
Evaluation Score	88
Evaluation Type	Formal
Publication Date	07/13/2023 03:12 PM EDT
Published By	Douglas Cummings

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

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.

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

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.

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

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

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

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

Comments

Co-operative and timely response to the User Department concerns

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

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.

GENERAL COMMENTS

Comments

Work well and very proactive.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0091

Meeting Date: 2/7/2024

Department

Real Estate and Asset Management

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

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 21RFP127274K-BKJ, Comprehensive Operations and Preventive and Predictive Maintenance Services for the Fulton County Jail and the Jail South Annex in an amount not to exceed \$5,383,820.00 with Johnson Controls, Inc., (Atlanta, GA), to provide comprehensive operations, preventive, and corrective maintenance services. This action exercises the third of four renewal options. One renewal option remains. Effective Dates: January 1, 2024, through December 31, 2024.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: This contract provides comprehensive preventive and corrective maintenance services for all three (3) jail campuses. The Jail North Annex located at 2565 Old Milton Pkwy was added, by contract amendment, as a covered location for FY 2023. This contract is a fixed labor contract requiring the contractor to provide all requisite labor and materials for all manufacturer prescribed preventive maintenance as well as all labor for corrective/unplanned maintenance services.

The contract requires preventive and corrective services for all building systems including, but not limited to, all HVAC, door & locking controls, plumbing, electrical, generators, building envelope, kitchen equipment, laundry equipment, and perimeter fencing/gates. laundry equipment. On average, 1,600 corrective maintenance work requests are submitted and completed each month across all three facilities.

Community Impact: This contract is essential for the County to meet its legal obligations associated with the housing and disposition of inmates.

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

The requested authority in the amount of \$5,383,820.00 is the proposed cost for the third full year of the new contract term and will cover for all corrective/unscheduled maintenance services to include labor rates for during normal/after hours and emergency for all three Fulton County Jail facilities for FY2024.

Project Implications: The intent of this contract is to ensure the provision of a functional correctional facility suitable for the safe and effective housing of inmates along with occupancy by staff and visitors. Additionally, it is the intent of this contract to extend the useful life of the existing jail facility assets.

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

Department Issues/Concerns: If this renewal contract is not approved, the County does not have the internal resource capacity, or the expertise, to perform this service in-house. It will enable the County to have Jail Facility Management Contractor to ensure preventive/corrective maintenance services at these jail facilities.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0406	6/2/21	\$2,175,459.00
1st Renewal	21-0951	12/1/21	\$5,192,445.00
Amendment No. 1	22-0987	12/21/22	\$0.00
2 nd Renewal	22-0977	12/21/22	\$5,531,120.00
Increase Spending Authority	23-0631	9/20/23	\$1,230,530.00
60 Day Extension	102-364	1/1/2024	\$860,000.00
3rd Renewal			\$5,383,820.00
Total Revised Amount			\$20,373,374.00

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

Contract Value: **\$5,383,820.00**

Prime Vendor: Johnson Controls, Inc.

Prime Status: Non-Minority

Location: Alpharetta, GA

County: Fulton County

Prime Value: \$1,113,912.36 or 20.69%

Subcontractor: 1electric

Subcontractor Status: African American Male Business Enterprise

Location: Atlanta, GA

County: Fulton County

Contract Value: \$3,230.29 or 0.06%

Subcontractor: F. M. Shelton

Subcontractor Status: African American Female Business Enterprise

Location: Atlanta, GA

County: Fulton County

Contract Value: \$23,150.43 or 0.43%

Subcontractor: BB&D Services

Subcontractor Status: Asian Male Business Enterprise

Location: Lithia Springs, GA

County: Douglas County

Contract Value: \$446,318.68 or 8.29%

Subcontractor: B&W Mechanical

Subcontractor Status: Non-Minority

Location: Lawrenceville, GA

County: Gwinnett County

Contract Value: \$61,913.93 or 1.15%

Subcontractor: Buffington Burns Electric, Inc

Subcontractor Status: Non-Minority

Location: Conyers, GA

County: Rockdale County

Contract Value: \$41,993.80 or 0.78%

Subcontractor: Capital Materials

Subcontractor Status: Non-Minority

Location: Marietta, GA

County: Cobb County

Contract Value: \$11,844.40 or 0.22%

Subcontractor: Complete Contracting Partners, LLC

Subcontractor Status: African American Male Business Enterprise

Location: Powder Spring, GA

County: Cobb County

Contract Value: \$303,647.45 or 5.64%

Subcontractor: Electronic Maintenance Associates, Inc
Subcontractor Status: Non-Minority
Location: Norcross, GA
County: Gwinnett County
Contract Value: \$16,689.84 or 0.31%

Subcontractor: Ferguson
Subcontractor Status: Non-Minority
Location: Atlanta, GA
County: DeKalb County
Contract Value: \$5,383.82 or 0.10%

Subcontractor: Ferrell Gas
Subcontractor Status: Non-Minority
Location: Conley, GA
County: Clayton County
Contract Value: \$21,535.28 or 0.40%

Subcontractor: Hawk Construction
Subcontractor Status: African American Male Business Enterprise
Location: Ellenwood, GA
County: DeKalb County
Contract Value: \$1,511,238.27 or 28.07%

Subcontractor: Grainger
Subcontractor Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Contract Value: \$642,828.11 or 11.94%

Subcontractor: Heaton Erecting
Subcontractor Status: Non-Minority
Location: Forest Park, GA
County: Clayton County
Contract Value: \$2,153.53 or 0.04%

Subcontractor: Home Depot
Subcontractor Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Contract Value: \$2,153.53 or 0.04%

Subcontractor: IDN Armstrong
Subcontractor Status: Non-Minority
Location: Atlanta, GA

County:	DeKalb County
Contract Value:	\$4,845.44 or 0.09%
Subcontractor:	ITR of Georgia
Subcontractor Status:	Non-Minority
Location:	Tucker, GA
County:	DeKalb County
Contract Value:	\$9,152.49 or 0.17%
Subcontractor:	JWC Environmental
Subcontractor Status:	Non-Minority
Location:	Santa Ana, CA
County:	Orange County
Contract Value:	\$12,382.79 or 0.23%
Subcontractor:	L&H Sheet Metal Company
Subcontractor Status:	Non-Minority
Location:	Jonesboro, GA
County:	Clayton County
Contract Value:	\$14,536.31 or 0.27%
Subcontractor:	LABS
Subcontractor Status:	Non-Minority
Location:	Lawrenceville, GA
County:	Gwinnett County
Contract Value:	\$19,381.75 or 0.36%
Subcontractor:	LP Gas Industrial Equipment Company
Subcontractor Status:	Non-Minority
Location:	Macon, GA
County:	Bibb County
Contract Value:	\$38,763.50 or 0.72%
Subcontractor:	Otis Elevator
Subcontractor Status:	Non-Minority
Location:	Birmingham, AL
County:	Jefferson County
Contract Value:	\$375,790.64 or 6.98%
Subcontractor:	Prime Coat Coating Systems
Subcontractor Status:	Non-Minority
Location:	Waukegan, IL
County:	Lake County
Contract Value:	\$177,666.06 or 3.30%
Subcontractor:	Pro Air Care, LLC

Subcontractor Status: Hispanic Male Business Enterprise
Location: Buford, GA
County: Gwinnett County
Contract Value: \$4,845.44 or 0.09%

Subcontractor: Mayer Electric
Subcontractor Status: Non-Minority
Location: Covington, GA
County: Newton County
Contract Value: \$538.38 or 0.01%

Subcontractor: McMaster Carr
Subcontractor Status: Non-Minority
Location: Douglasville, GA
County: Douglas County
Contract Value: \$8,075.73 or 0.15%

Subcontractor: RS Group
Subcontractor Status: Non-Minority
Location: Norcross, GA
County: Gwinnett County
Contract Value: \$2,153.53 or 0.04%

Subcontractor: Roof Management
Subcontractor Status: White Female Business Enterprise
Location: Norcross, GA
County: Gwinnett County
Contract Value: \$3,230.29 or 0.06%

Subcontractor: Service Lighting
Subcontractor Status: Non-Minority
Location: Maple Grove, MN
County: Hennepin County
Contract Value: \$4,307.06 or 0.08%

Subcontractor: Southern Automatic Machinery
Subcontractor Status: Non-Minority
Location: Fayetteville, GA
County: Fayette County
Contract Value: \$3,230.29 or 0.06%

Subcontractor: Spot Coolers
Subcontractor Status: Non-Minority
Location: Norcross, GA
County: Gwinnett County
Contract Value: \$6,998.97 or 0.13%

Subcontractor: Stovall Trucking & Construction LLC
Subcontractor Status: African American Female Business Enterprise
Location: Eatonton, GA
County: Putnam County
Contract Value: \$322,490.82 or 5.99%

Subcontractor: Total Maintenance Solutions
Subcontractor Status: Non-Minority
Location: Roswell, GA
County: Fulton County
Contract Value: \$106,061.25 or 1.97%

Subcontractor: Thermal Resource Solutions
Subcontractor Status: Non-Minority
Location: Taylor, SC
County: Greenville County
Contract Value: \$51,146.29 or 0.95%

Subcontractor: Trane Supply
Subcontractor Status: Non-Minority
Location: Marietta, GA
County: Cobb County
Contract Value: \$8,075.73 or 0.15%

Subcontractor: Western Detention
Subcontractor Status: Non-Minority
Location: Deer Park, WA
County: Spokane County
Contract Value: \$2,153.53 or 0.04%

Total Contract Value: \$5,383,820.00 or 100.00%
Total Certified Value: \$2,618,151.67 or 48.63%

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: Performance Evaluation

Exhibit 3: Contract Renewal Evaluation Form

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

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

Contract Attached

Agenda Item No.: 24-0091

Meeting Date: 2/7/2024

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$2,175,459.00
Previous Adjustments: \$12,814,095.00
This Request: \$5,383,820.00
TOTAL: \$20,373,374.00

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:

100-520-5224-1116: General, Real Estate and Asset Management, Building Maintenance-\$5,383,820.00 "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: O renewal option remains

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

Report Period Start: 8/30/2023
Report Period End: 9/6/2023



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 21RFP127274K-BKJ

BID/RFP# TITLE: Comprehensive Operation and Preventive and Predictive Maintenance
Services for the Fulton County Jail and the South Fulton Municipal
Regional Jail

ORIGINAL APPROVAL DATE: 6/2/2021

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

RENEWAL OPTION #: 3 OF 4

NUMBER OF RENEWAL OPTIONS: 4

RENEWAL AMOUNT: \$5,383,820.00

COMPANY'S NAME: Johnson Controls, Inc.

ADDRESS: 1350 Northmeadow Parkway

CITY: Roswell

STATE: Georgia

ZIP: 30076

**This Renewal Agreement No. 3 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: 21RFP127274K-BKJ

FULTON COUNTY, GEORGIA

JOHNSON CONTROL, INC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Scott E. McVay
Sr. Account Executive

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

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

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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

Performance Evaluation Details

ID	E1
Project	Comprehensive Operation and Preventive and Predictive Maintenance Services for t
Project Number	21RFP127274K-BKJ
Supplier	Johnson Controls
Supplier Project Contact	Scott Mcvay (preferred language: English)
Performance Program	Professional Services
Evaluation Period	08/30/2023 to 11/29/2023
Effective Date	12/04/2023
Evaluation Type	Formal
Interview Date	08/30/2023
Expectations Meeting Date	09/06/2023
Status	Completed
Publication Date	12/04/2023 08:06 AM EST
Completion Date	12/04/2023 08:06 AM EST
Evaluation Score	91

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

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

PROJECT MANAGEMENT

20/20

Rating

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

Comments

Johnson Controls effective management and oversight indicate a thorough understanding of the contractual scope, schedule, budget, quality of work expected and risk management. They independently manage staff with little to no supervision required by County staff and continue to make timely repairs of maintenance concerns. They display a high level of professionalism and proactively coordinate with client to ensure security measures are prioritized as well.

SCHEDULE

17/20

Rating

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

Comments

Johnson Controls has met key milestones and has proven to be reliable. They have presented concerns on current conditions and met each obstacle with prompt corrective actions.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

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

Comments

Johnson Controls has been very responsive to their high volume of requests and reporting requirements. Effective communication with key DREAM personnel has been consistent to ensure timely reporting updates and deliverables. Their technicians are knowledgeable and they proactively present concerns on key systems, identifying where repairs or corrective action would avoid failures.

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

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

Comments

Johnson Controls' responsiveness to inquiries has been prompt and are completed with history updates where applicable. Their service manager has been available for meetings and impromptu calls bringing all persons together for clear and transparent communications. As well as having staff available to respond.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

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

Comments

Oversight has been effective for this review period of the Johnson Controls contract performance. They have fully complied with their work plan and deliverables.

GENERAL COMMENTS

Comments

Not Specified

Contract Renewal Evaluation Form

Date:	January 10, 2024
Department:	Real Estate and Asset Management
Contract Number:	21RFP127274K-BKJ
Contract Title:	Comprehensive Operation and Preventive and Predictive Maintenance Services for the Fulton County Jail, the Jail South Annex in Union City and the Jail North Annex in Alpharetta

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 jail is an intensive maintenance environment. Previous experience has proven that the criticality of jail systems to the overall constitutional mandate of the Sheriff, combined with the complexity of its various systems, requires a robust scope of work that ensures the continuity of jail operations. Therefore, the scope of work has not been reduced. This contract furnishes all materials, labor, tools, equipment, and appurtenances necessary to provide comprehensive operation, preventive and corrective maintenance services for the Fulton County Jail, South Fulton Municipal Jail at Union City, and the Fulton County North Annex Jail in Alpharetta.

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:

This procurement was conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this Purchasing Code Selection 102-374 and 102-375, Competitive Sealed Proposals.

☐ **Market Survey of other jurisdictions:**

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

Explanation / Notes:

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

There are four (4) municipal jails in the metropolitan Atlanta area that are comparable in size, bed space, and inmate population to the Fulton County Jail. The County's jail maintenance contract was rebid in FY 2021 as a fixed labor contract with only materials used in the completion of corrective maintenance being billable to the County over and above the base rate for preventive maintenance labor. This is the operating model in use at the comparable facilities in metro Atlanta.

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

FY2023: The County expenditures as of 12/31/2023, is \$6,094,232

FY2022: The County spent \$4,781,952.18

FY2021: The County spent \$4,447,961.62 for Fulton County Jail and Jail South Annex

FY2020: The County spent \$5,020,000 for the Fulton County Jail Complex, and \$713,226.78 for the South Fulton Regional Jail.

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:

Reviewing quotes received from vendors for this service in the Atlanta Metro Area.

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.

Given the number of both corrective and preventive maintenance work orders, DREAM does not have the in-house resources (personnel and/or equipment) to maintain the three (3) jail facilities: Fulton County Main Jail, Jail South Annex, and the Jail North Annex Jail in Alpharetta efficiently and effectively.

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

DREAM would not be able to maintain these facilities in a manner sufficient to ensure the continuity of jail operations. The department does not have the internal resources necessary to render adequate and timely maintenance services in the Fulton County Jail Complex, Jail South Annex, and the Fulton County North Annex in Alpharetta.

Joseph N. Davis, Director

January 10, 2024

Prepared by

Date



Joseph N. Davis, Director

January 10, 2024

Department Head

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0092

Meeting Date: 2/7/2024

Department

Library

Requested Action

Request approval to increase the spending authority, Fulton County Library System, 21RFP0210B-EC, Shelf-Ready Books for Adults, Teens and Children and Lease Books for Adults in the amount not to exceed \$263,888.96 with Baker and Taylor, Inc. to replace damaged books at the Cleveland Avenue Branch Library. Effective upon BOC approval.

Requirement for Board Action

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

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

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 Cleveland Library experienced smoke and water damage due to a weather-related event in July of 2023. Books and other materials need to be replaced. The library already has an existing relationship with Baker and Taylor and need the increased spending authority on this contract to replace damaged materials. Approval action will satisfy risk claim #23-2221. Baker and Taylor is the current Shelf-Ready vendor.

Scope of Work: Library staff has identified and priced books and materials that will be purchased to

stock the Cleveland Library. This branch has been closed due to a fire and opens in the first quarter of 2024. This action will replenish the inventory and restore this branch to normal operations.

Community Impact: Patrons in the Cleveland area will have a library in their community with an insufficient inventory if not approved.

Department Recommendation: The library recommends approval of this action.

Project Implications: There are no project implications.

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

Department Issues/Concerns: There are no departmental issues.

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	22-0901	12/7/2022	\$800,000.00
3 rd Renewal	23-0815	11/15/2023	\$800,000.00
Amendment No. 1			\$263,888.96
Total Revised Amount			\$3,463,888.96

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

Contract Value: \$263,888.96
Prime Vendor: Baker and Taylor, Inc.
Prime Status: Non-Minority
Location: Charlotte, NC
County: Mecklenburg County
Prime Value: \$263,888.96 or 100.00%

Total Contract Value: \$263,888.96 or 100.00%
Total Certified Value: \$0.00 or 0.00%

Exhibits Attached

Exhibit 1: Amendment No. 1 to Form of Agreement
Exhibit 2: Performance Evaluation
Exhibit 3: Book Estimates

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$800,000.00
Previous Adjustments: \$2,400,000.00
This Request: \$263,888.96
TOTAL: \$3,463,888.96

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-Library- Books Library - \$263,888.96

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

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

Yes

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

Agenda Item No.: 24-0092

Meeting Date: 2/7/2024

7/31/2023

10/30/2024

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: Baker and Taylor Inc.

Contract No.: 21RFP0210B-EC, Shelf-Ready Books for Adults, Teens and Children and Lease Books for Adults

Address: 2550 West Tyvola Road
City, State Charlotte, NC 28217

Telephone: (800) 775-7930, Ext. 3245
(704) 219-4952

Email: QueenL@baker-taylor.com

Contact: Lee Ann Queen
Director-Pricing Services

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Baker and Taylor Inc. to provide shelf-ready books for adults, teens and children and high demand/bestselling books for adults on a lease plan, dated July 1, 2021, on behalf of the Fulton County Library System; and

WHEREAS, the County wishes to amend the existing contract to increase the spending authority in order to replace books and materials at the Cleveland Avenue Library as a result of fire and smoke damage that occurred in July 2023; and

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

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

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

This Amendment No. 1 to Form of Contract is effective as of the ____ day of _____, 2024, between the County and Baker & Taylor, who agree that all Services specified will be performed in accordance with this Amendment No. [Insert Number] to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To provide shelf-ready books for adults, teens and children and high demand/bestselling books for adults on a lease plan

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed [Insert amount approved by BOC].
3. **LIABILITY OF COUNTY:** This Amendment No. [Insert Number] to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. [INSERT NUMBER] TO FORM OF CONTRACT:** Except as modified by this Amendment No. [Insert Number] to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

FULTON COUNTY, GEORGIA

BAKER & TAYLOR, LLC

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Lee Ann Queen
Director-Pricing Services

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION:

ATTEST:

Gayle Holloman, Executive Director
Fulton County Library System

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

ITEM#:_____ RCS:_____
RECESS MEETING

ITEM#:_____ RM:_____
REGULAR MEETING

Performance Evaluation Details

ID	E8
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	07/31/2023 to 10/30/2023
Effective Date	12/27/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	12/27/2023 09:16 AM EST
Completion Date	12/27/2023 09:16 AM EST
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

Title	Call Number
A clashing of the soul : John Hope and the dilemma of African American leadership and Black higher education in the early twentieth century	B HOPE
Guinness world records	031.02 GUINNESS 2019
A History of the Georgia Baptist Association, 1784-1984	286 HISTORY
Kissinger	B KISSINGER V.1
A way out of no way : the spiritual memoirs of Andrew Young	B YOUNG
African masks : from the Barbier-Mueller Collection, Geneva	OV R 731.75 HAHNER-HERZOG
Ali : a life	B ALI
Alice Walker : a life	B WALKER
American decades	R 973.92 AMERICAN 1920-1929
An hour before daylight : memories of a rural boyhood	B CARTER
Anatomy 360° : the ultimate visual guide to the human body	611 ROEBUCK
Ancestor hunt : finding your family online	Y 929.1 SHEPHERDSON
Ancient China	Y 931 ATKINS
Ancient Greece	Y 938 BAILEY
Ancient india	Y 934 ROWELL
Ancient Mesopotamia	Y 935 HEAD
Animals of Africa	599.096 ALLEN
DK Merriam-Webster Children's Dictionary	J R 423 DK
Under the microscope	J R 612 UNDER V. 1-8
He-motions [large print] : even strong men struggle	LP 248.842 JAKES
Barracoon [large print] : the story of the last "black cargo"	LP 306.362 LEWIS
Aretha : from these roots	B FRANKLIN
Astaire dancing : the musical films	791.4309 MUELLER
The prophet	LP 892.7 GIBRAN
Audrey 100 : a rare and intimate photo collection selected by Audrey Hepburn's family	792.028 FONTANA
The zookeeper's wife [large print] : a war story	LP 940.5318 ACKERMAN
An hour before daylight [large print] : memories of a rural boyhood	LP B CARTER

Michelle : a biography	LP B OBAMA
Man of fortune	LP FICTION ALERS
Authenticating ancient Indian artifacts : how to recognize reproduction and altered artifacts	973.0497 BENNETT
Beatrix Potter : artist, storyteller and countrywoman	B POTTER
Becoming Holyfield : a fighter's journey	B HOLYFIELD
The Heart of Darkness	LP FICTION CONRAD
Born to be wild	LP FICTION COULTER
Domina [large print]	LP FICTION HILTON
Before we were wicked	FICTION DICKEY
Snare of serpents	LP FICTION HOLT
Missing	LP FICTION JACKSON
Your next breath [large print]	LP FICTION JOHANSEN
Crime scene [large print] : a novel	LP FICTION KELLERMAN
Benazir Bhutto : favored daughter	B BHUTTO
Bette Davis : a celebration	B DAVIS
Good karma [large print]	LP FICTION KELLY
Boots on the ground : America's war in Vietnam	Y 959.704337 PARTRIDGE
Celebration : the book of Jewish festivals	296.43 CELEBRATION
The girl who takes an eye for an eye [large print]	LP FICTION LAGERCRANTZ
May there be a road	LP FICTION L'AMOUR
Chappie : America's first Black four-star general : the life and times of Daniel James, Jr	B JAMES
Cheaper by the dozen	B GILBRETH FAMILY
A stranger in the house [large print]	LP FICTION LAPENA
China	Y 951 STEELE
To distraction	LP FICTION LAURENS
Christmas all through the South : joyful memories, timeless moments, enduring traditions	394.2663 CHRISTMAS
Christmas in Plains : memories	B CARTER
A legacy of spies [large print]	LP FICTION LE CARRE
Chuck Berry : the autobiography	B BERRY
Color blind : a memoir	B WILLIAMS
Go set a watchman [large print]	LP FICTION LEE
Sawbones [large print]	LP FICTION LENHARDT
Columbus and the age of discovery [sound recording]	B COLUMBUS
Charlie Martz and other stories [large print] : the unpublished stories	LP FICTION LEONARD
The proving [large print]	LP FICTION LEWIS

Coming to my senses : the making of a counterculture cook	B WATERS
The longing [large print]	LP FICTION LEWIS
Sweet tomorrows : a Rose Harbor novel [large print]	LP FICTION MACOMBER
Tom Clancy point of contact [large print]	LP FICTION MADEN
Getting to happy [large print]	LP FICTION MCMILLAN
Concise world atlas	912 CONCISE
The Midnight Club [large print]	LP FICTION PATTERSON
Condi : the Condoleezza Rice story	B RICE
The 8th confession [text (large print)]	LP FICTION PATTERSON
NYPD Red 4	LP FICTION PATTERSON
Killer instinct [large print]	LP FICTION PATTERSON
Constable	OV 759.2 CORMACK
Daughter of the Empire State : the life of Judge Jane Bolin	B BOLIN
Gone [text(large print)]	LP FICTION PATTERSON
Two nights [large print] : a novel	LP FICTION REICHS
Defending the spirit : a Black life in America	B ROBINSON
Spanish : phrasebook & dictionary	468.3421 SPANISH
Denmark Vesey	B VESEY
Diana	B DIANA
Dorothy Dandridge : a biography	791.43 DANDRIDGE
Duke : a life of Duke Ellington	B ELLINGTON
The marriage pact [large print] : a novel	LP FICTION RICHMOND
The atonement child [large print]	LP FICTION RIVERS
Savannah's historic neighborhoods : Ardsley Park, Chatham Crescent, Ardmore	R 975.8724 STRAMM
Running with scissors : a memoir	B BURROUGHS
Duke Ellington's America	B ELLINGTON
F.D.R., the New York years, 1928-1933	B ROOSEVELT
Echoes in death [large print]	LP FICTION ROBB
For the love of the game : my story	B JORDAN
Fortune's fool : the life of John Wilkes Booth	B BOOTH
Foxy : my life in three acts	B GRIER
Ramesses II, greatest of the pharaohs	B RAMSES II
Gandhi : a life	B GANDHI
George Wallace : American populist	B WALLACE
The Hollow	LP FICTION ROBERTS
Promised by heaven : a doctor's return from the afterlife to a destiny of love and healing	B HENSLEY
Gonna do great things : the life of Sammy Davis, Jr	B DAVIS

Good company	B BLANK
Red lily [large print]	LP FICTION ROBERTS
Google it : a history of Google	Y 920 REDDING
Great music's greatest hits : 97 unforgettable classics for piano and organ	786.405 GREAT
Hanged! : Mary Surratt & the plot to assassinate Abraham Lincoln	Y 973.7092 MILLER
Harlem Hellfighters	Y 940.4127 MOORE
Parting the waters : America in the King years, 1954-63	973.049 BRANCH
Harlem renaissance : art of black America	704.0396 HARLEM
Henry VIII	B HENRY VIII
His truth is marching on : John Lewis and the power of hope	B LEWIS
Ho Chi Minh : a biography	B HO
Hope : entertainer of the century	B HOPE
Hidden star	LP FICTION ROBERTS
Captive star	LP FICTION ROBERTS
Huey Long	B LONG
Night	Y 940.548 WIESEL
Night	B WIESEL
Night	B WIESEL
I didn't ask to be born (but I'm glad I was)	B COSBY
Ida : a sword among lions : Ida B. Wells and the campaign against lynching	B WELLS-BARNETT
Illegally yours : a memoir	B AGUSTIN
Infidel	B HIRSI ALI
I've been marching all the time : an autobiography	B CLAYTON
Jackie Robinson : an intimate portrait	B ROBINSON
Jackie Wilson : the man, the music, the mob	B WILSON
James Baldwin : a biography	B BALDWIN
Jesse Owens : a biography	B OWENS
Jimi Hendrix : inside the Experience	787.87166 HENDRIX
Bay of sighs [large print]	LP FICTION ROBERTS
All the possibilities	LP FICTION ROBERTS
Miss Julia inherits a mess [large print]	LP FICTION ROSS
Joan of Arc : a life transfigured	B JOAN
John Adams	B ADAMS
The ministry of utmost happiness [large print]	LP FICTION ROY
Kill 'em and leave : searching for James Brown and the American soul	B BROWN

Phantom prey	LP FICTION SANDFORD
King : pilgrimage to the mountaintop	B KING
Buried prey [text (large print)]	LP FICTION SANDFORD
Learn guitar : from beginner to pro	787.87193 LEARN
Maus I : a survivor's tale	Y 940.5315 SPIEGELMAN
Major League dad : a daughter's cherished memories	B RUTH
Martin Luther King, Jr. : a life	B KING
Martin Luther : the man who rediscovered God and changed the world	B LUTHER
Martin Luther King	B KING
Martin Luther King, Jr	B KING
Unbecoming [large print]	LP FICTION SCHERM
Mary Todd Lincoln : a biography	B LINCOLN
They may not mean to, but they do [text (large print)]	LP FICTION SCHINE
Macon, Georgia	R 975.8513 HERRING
Maya Angelou : a glorious celebration	B ANGELOU
The frozen hours [large print] : a novel of the Korean War	LP FICTION SHAARA
Mexican masks	731.75 CORDRY
A wedding in December : a novel	LP FICTION SHREVE
Michael Jackson : the making of "Thriller" : 4 days/1983	782.4216 KIRKLAND
Michelle : a biography	B OBAMA
Mirror to America : the autobiography of John Hope Franklin	B FRANKLIN
Mr. and Mrs. Prince : how an extraordinary eighteenth-century family moved out of slavery and into legend	B PRINCE FAMILY
The English spy [large print]	LP FICTION SILVA
Mrs. Dred Scott : a life on slavery's frontier	B SCOTT
Mrs. Kennedy : the missing history of the Kennedy years	B ONASSIS
The black widow [large print]	LP FICTION SILVA
My bondage and my freedom	B DOUGLASS
My losing season	B CONROY
In shining armor	FICTION JAMES
Napoleon : a life	B NAPOLEON
The promise of dawn [large print]	LP FICTION SNELLING
Natalie Wood : a life	B WOOD
I live a life like yours : a memoir	B GRUE
I dream a world : portraits of black women who changed America	305.48896 LANKER

National flags	Y 929.92 PICKELS
Native peoples	Y 909.0491 NOLAN
New York September 11	974.71044 NEW
Northern Renaissance art : painting, sculpture, the graphic arts from 1350 to 1575	709.024 SNYDER
How to interpret family history & ancestry DNA test results for beginners : the geography and history of your relatives	Y 929.1072 HART
How music dies (or lives) : field recording and the battle for democracy in the arts	B BRENNAN
The duchess [large print] : a novel	LP FICTION STEEL
On his own terms : a life of Nelson Rockefeller	B ROCKEFELLER
Open wide the freedom gates : a memoir	B HEIGHT
Opening day : the story of Jackie Robinson's first season	B ROBINSON
The apartment [large print] : a novel	LP FICTION STEEL
Out of the storm : the life and legacy of Martin Luther	B LUTHER
One day at a time	LP FICTION STEEL
Magic [large print] : a novel	LP FICTION STEEL
Oxford new concise world atlas	R 912 OXFORD
Paul Klee	OV 709.2 KLEE
Paul Robeson : the years of promise and achievement	B ROBESON
Impossible	LP FICTION STEEL
Pavlova : portrait of a dancer	792.82 PAVLOVA
First sight [text (large print)] : a novel	LP FICTION STEEL
Pearl Harbor	Y 940.5426 HASDAY
Fine things	LP FICTION STEEL
Photography at MoMA. 1960-now	770 MUSEUM
Pops : a life of Louis Armstrong	B ARMSTRONG
Family album	LP FICTION STEEL
The Kitchen God's wife	LP FICTION TAN
Ghosts of war [large print]	LP FICTION TAYLOR
Ralph Bunche : model Negro or American other?	B BUNCHES
Ralph Ellison : emergence of genius	B ELLISON
Ramses II : an illustrated biography	B RAMSES II
Reader's Digest treasury of best loved songs : 114 all-time family favorites, pleasure programmed for your greater entertainment	784.8 READER'S

Rebel yell : the violence, passion, and redemption of Stonewall Jackson	B JACKSON
The Lincoln highway [text (large print)]	LP FICTION TOWLES
The family business 5 [large print]	LP FICTION WEBER
Jessie / [large print]	LP FICTION WICK
Renoir	759.4 RENOIR
Two-dollar bill	LP FICTION WOODS
Mounting fears	LP FICTION WOODS
Dust tracks on a road	B HURSTON
Richard Brevard Russell, Jr. : a life of consequence	B RUSSELL
Soldier : the life of Colin Powell	B POWELL
Drawing mammals	599.097 LINDSTRAND
Sometimes madness is wisdom : Zelda and Scott Fitzgerald : a marriage	B FITZGERALD
Hot mahogany [large print]	LP FICTION WOODS
Dishonorable intentions [large print]	LP FICTION WOODS
Dark harbor	LP FICTION WOODS
Sonia Sotomayor : the true American dream	B SOTOMAYOR
Soon we will not cry : the liberation of Ruby Doris Smith Robinson	B ROBINSON
Speaking truth to power	B HILL
The African-American movement today	973.0496073 JACQUES
Choppy water [large print]	LP FICTION WOODS
Bel-Air dead [text (large print)]	LP FICTION WOODS
The American journey of Barack Obama	B OBAMA
The birds of America	598.2973 AUDUBON
The butler : a witness to history	B ALLEN
The Duchess of Windsor : the secret life	B WINDSOR
The films of Woody Allen	791.43 BENAYOUN
Colored people : a memoir	B GATES
The good son : JFK Jr. and the mother he loved	B KENNEDY
The hardest working man : how James Brown saved the soul of America	B BROWN
The heart too long suppressed : a chronicle of mental illness	B HEBALD
The hidden Hitler	B HITLER
The World book encyclopedia	R 031 WORLD 2022, V. 1-22
The Kardashians : an American drama	B KARDASHIAN
The lady, the melody, & the word : the inspirational story of the first lady of gospel	B CAESAR
ProQuest statistical abstract of the United States	R 317.3 PROQUEST 2018
The life of William Apess, Pequot	B APESS

The lord of the rings	FICTION TOLKIEN V.2
The mis-education of the Negro	R 370 WOODSON
The divine nine : the history of African American fraternities and sororities	R 378.1985 ROSS
African American fraternities and sororities : the legacy and the vision	R 378.19855 AFRICAN
The man who created Sherlock Holmes : the life and times of Sir Arthur Conan Doyle	B DOYLE
The mask of Nostradamus	B NOSTRADAMUS
The master plan : my journey from life in prison to a life of purpose	B WILSON
Headquarters USA	R 384.6 HEADQUARTERS 2019, V. 1-2
The one : the life and music of James Brown	B BROWN
The restoration of paintings	702.88 NICOLAUS
The Toon treasury of classic children's comics	741.5973 TOON
Emily Post's Etiquette	R 395 POST
The Amy Vanderbilt complete book of etiquette	R 395 TUCKERMAN
The Comprehensive signed English dictionary	R 419.0321 COMPREHENSIVE
The undiscovered Paul Robeson : an artist's journey, 1898-1939	B ROBESON
To live is Christ : embracing the passion of Paul	B PAUL
Augusta and Aiken in golf's golden age	R 973 BYRDY
To see the promised land : the faith pilgrimage of Martin Luther King, Jr	B KING
The Merck manual of diagnosis and therapy	R 615.02 MERCK 2018
Twice as good : Condoleezza Rice and her path to power	B RICE
Unlikely warrior : a Jewish soldier in Hitler's army	Y 940.5413 RAUCH
Unmasked : the final years of Michael Jackson	B JACKSON
Winning grants step by step : the complete workbook for planning, developing, and writing successful proposals	R 658.1522 O'NEAL-MCEL RATH
Van Gogh in Saint-Rémy and Auvers	759.9492 GOGH
Angela Davis--an autobiography	B DAVIS
Victoria : a life	B VICTORIA

Waking from the dream : the struggle for civil rights in the shadow of Martin Luther King Jr	B KING
Wallis and Edward : letters, 1931-1937 : the intimate correspondence of the Duke and Duchess of Windsor	B WINDSOR
Wally Gropius : the flush bobby soxer	741.5973 HENSLEY
We shall overcome : Martin Luther King, Jr., and the Black freedom struggle	B KING
What I know for sure	B WINFREY
A moveable feast	B HEMINGWAY
Amina	Y 967.73 POWERS
What I know for sure : my story of growing up in America	B SMILEY
Jacob Lawrence : the migration series	R 759.13 LAWRENCE
When the thrill is gone	FICTION MOSLEY
Who wrote that song?	784.5 JACOBS
The destruction of Black civilization : great issues of a race from 4500 B.C. to 2000 A.D	R 916.0696 WILLIAMS
Albert Einstein : creator and rebel	B EINSTEIN
William Wells Brown : an African American life	B BROWN
A history of Georgia	R 975.8 HISTORY
Wired for love : a neuroscientist's journey through romance, loss, and the essence of the human connection	B CACIOPPO
Michael	R B JACKSON
ZEALOT : The Life and Times of Jesus of Nazareth	B JESUS CHRIST
The Dictionary of Superstitions	R 001.96 DONNER
Eerdmans' Handbook to the Bible	R 220.02 EERDMANS
The Holy Bible: king James version	R 220.52 HOLY
The Word: the Bible from 26 translations	R 220.52 WORD
The Holy Bible: containing the Old and New Testaments: King James Version	R 220.5203 BIBLE
The Complete book of Bible quotations	R 220.52033 COMPLETE
Holy Bible: African American Jubilee edition; King James Version	R 220.5208 BIBLE
The Holy Quran; Text, Translation and Commentary	R 297.1225
CQ's Desk Reference on American Government	R 320.473 WETTERAU
The civil rights movement; a photographic history, 1954-68	R 323.1196 KASHER

History of Black Business: the coming of America's largest black owned business...	R 338.092396 HUNT
The History of Black business in America: capitalism, race, entrepreneurship	R 338.6422 WALKER
The Consitution of the United States of America; Analysis and Interpretation	R 342.73023 UNITED
Encyclopedia of constitutional amendments, proposed admendments, and admending...	R 342.7303 VILE
The centennial history of the Court of Appeals of Georgia, 1906-2006	R 347.7580309 CENTENNIAL
County government in Georgia R0022069965 REFERENCE	R 352.0073 HUGHES
American benefits for seniors	R 362.63 LESKO
The mis-education of the Negro /	R 370 WOODSON
The education of Blacks in the South, 1860-1935	R 370.193 ANDERSON
The American Sign Language handshape dictionary	R 419 TENNANT
Everyday Japanese: a basic introduction to the Japanese language & culture	R 495.6 SCHWARZ
The encyclopedia of classic cars	R 629.22203 ENCYCLOPEDIA
How to write a business plan	R 658.1522 MCKEEVER
Romare Beardon: his life & art	R 709.2 BEARDEN
Landmark homes of Georgia, 1733-1983: two hundred and fifty years of architecture	R 728.09758
Kovel's antiques & Collectibles price guide 2018	R 745, 1075 KOVEL
Making your own jewelry	R 745.594 MILNE
A communion of the spirits: Afican-American quilters, preservers...	R 746.46 FREEMAN
Claude Monet	R 759.4 MONET
Renoir	R 759.4 RENOIR
Leonardo	R 759.5 LEONARDO
African-American entertainment in Atlanta	R 780.8996 MASON

The Disneyland encyclopedia: the unofficial, unauthorized, and unprecedented	R 791.068794 STRODDER
The chess bible: illustrated...	R 794.1 EADE
Olympic Black women	R 796.0922 PLOWDEN
The biographical encyclopedia of Negro baseball leagues	R 796.357092 RILEY
Atlanta 1996: official publication of the U.S. Olympic Committee	R 796.48 ATLANTA
Atlanta Committee for the Olympic Games	R 796.48 ATLANTA V.1-3
Careers for writers & others who have a way with words	R 808.02 BLY
Webster's standard American style manual	R 808.02 WEBSTER'S
A Pocket Style Manual	R 808.042 HACKER
The Associated Press stylebook and briefing on media law	R 808.06 ASSOCIATED
World's great speeches	R 808.85 WORLD'S
Masterpieces of African- American literature	R 810.9896 MASTERPIECES
Voices of Multicultural America: Notable Speeches Delivered by African, Asian, Hispanic, and Native Americans, 1790-1995	R 815.008 VOICES
World explorers and discoverers	R 910.922 WORLD
Yesterday's Atlanta	R 917.581 GARRETT
First ladies: a biographical dictionary	R 920 SCHNEIDER
Famous Georgians	R 920.0758 COLEMAN
Great Georgians	R 920.0758 MILLER
Notable Black American Women	R 920.72 NOTABLE
The Herndons: an Atlanta Family	R 929.2 HERNDON FAMILY
Headstones of heroes: the restoration and history of confederate graves in Atlanta's Oakland Cemetery	R 929.3758 FULTON
State names, seals, flags, and symbols: a Historical guide	R 929.9 SHEARER
To serve my country, to serve my race: the story of the only African Americans stationed overseas during World War II	R 940.5403 MOORE
The Oxford companion to United States History	R 973.03 OXFORD
African-American almanac	R 973.0496 AFRICAN-AMERICAN
The Black Book	R 973.0496 BLACK

African American answer book, facts and trivia: 325 questions drawn from the expertise of Harvard's DuBois Institute	R 973.0496 RENNERT
American Decades 1900-1909	R 973.92 AMERICAN 1900-1909
American Decades 1910-1919	R 973.92 AMERICAN 1910-1919
American Decades 1930-1939	R 973.92 AMERICAN 1930-1939
American Decades 1940-1949	R 973.92 AMERICAN 1940-1949
American Decades 1950-1959	R 973.92 AMERICAN 1950-1959
American Decades 1960-1969	R 973.92 AMERICAN 1960-1969
American Decades 1970-1979	R 973.92 AMERICAN 1970-1979
American Decades 1980-1989	R 973.92 AMERICAN 1980-1989
Obama: the historic front pages : from announcement to inauguration,...	R 973.932 COHEN
Georgia history outline	R 975.8 COLEMAN
Cornerstones of Georgia history: documents that formed the state	R 975.8 CORNERSTONES
The Georgia almanac and book of facts, 1989-1990	R 975.8 GEORGIA
Georgia heritage: documents of Georgia history, 1730-1790	R 975.8 GEORGIA
The Georgia history book	R 975.8 HEPBURN
Historical organizations and resources in Georgia	R 975.8 HISTORICAL 1997
Stone Mountain Park	R 975.8 HOLLIS
Atlanta and environs: a chronicle of its people and events V.1-3	R 975.81 GARRETT Vol. 1-3
Tallulah Falls	R 975.81 CALHOON
Black Atlanta in the roaring twenties	R 975.8231 MASON
Black Atlanta in the roaring twenties	975.8213 MASON
Marietta, 1833-2000	R 975.8245 GLOVER
Historic Roswell, Georgia	R 975.8245 PADEN
Sapelo Island	R 975.8737 SULLIVAN
Georgia snapshots: glances at the past	Y R 917.58 KLOEPPEL
East Point, Georgia	Y R 975.8 MASON
Juba this and Juba that; story hour stretches for large or small groups	J R 372 TASHJIAN
Children's counting-out rhymes, fingerplays, jump-rope, and bounce-ball...	J R 398.8 DELAMAR
Black pioneers of science and invention	J R 920 HABER
Black pioneers of science and invention	J 920 HABER
Flying free: America's first Black aviators	J R 920 HART
Scholastic encyclopedia of women in the united States	J R 920 KEENAN

From Afar to Zulu: a dictionary of African cultures	J R 960 HASKINS
State Capitals	J R 973 MAURER
State Facts	J R 973 TRAVIS
Under the Microscope	J R 612 UNDER V.1-8

Barcode	Type	Column1
R0088468054	BOOK	
R2004968919	SERIAL	
R0084832675	BOOK	
R2003126683	SERIAL	
R0068321321	BOOK	
R0085834426	BOOK	
R4003225251	BOOK	
R0108508972	BOOK	
R0084282927	BOOK	
R0109198186	BOOK	
R0119240090	BOOK	
R0098995794	BOOK	
R2002678650	BOOK	
R2002678676	BOOK	
R2002678684	BOOK	
R2002678742	BOOK	
R0085614224	BOOK	
R2002743389	JUV_BOOK	
R0096905743	JUV_BOOK	
R0094645591	LARGE_PRNT	
R2005116385	LARGE_PRNT	
R0084944862	BOOK	
R0022142496	BOOK	
R0081015486	LARGE_PRNT	
R0113303663	BOOK	
R2005115999	LARGE_PRNT	
R0109198275	LARGE_PRNT	

R0112038419	LARGE_PRNT
R0112591854	LARGE_PRNT
R0110886695	BOOK
R0021294575	BOOK
R0110783685	BOOK
R0111999157	LARGE_PRNT
R0110187287	LARGE_PRNT
R2004602468	LARGE_PRNT
R4003581356	BOOK
R0066033605	LARGE_PRNT
R0111938542	LARGE_PRNT
R2002806525	LARGE_PRNT
R2004609992	LARGE_PRNT
R2003386790	BOOK
R0053879864	BOOK
R2004654246	LARGE_PRNT
R4003318038	BOOK
R0023987035	BOOK
R2004652497	LARGE_PRNT
R0095848883	LARGE_PRNT
R0066034148	BOOK
R0021465778	BOOK
R2004609554	LARGE_PRNT
R2003897622	BOOK
R0111263599	LARGE_PRNT
R2001707351	BOOK
R0093273391	BOOK
R2004667941	LARGE_PRNT
R0024997211	BOOK
R0113009591	BOOK
R2002894448	LARGE_PRNT
R2004636896	LARGE_PRNT
R0066259609	BOOK
R2002812028	LARGE_PRNT
R2004635260	LARGE_PRNT

R4003169390	BOOK
R0100939535	LARGE_PRNT
R2004082828	LARGE_PRNT
R2004610594	LARGE_PRNT
R0102261750	LARGE_PRNT
R2006075358	BOOK
R0088696356	LARGE_PRNT
R0109201727	BOOK
R0112057922	LARGE_PRNT
R2004127318	LARGE_PRNT
R2005395914	LARGE_PRNT
R0024962583	BOOK
R0119501056	BOOK
R0120528396	LARGE_PRNT
R2004606543	LARGE_PRNT
R0081013468	BOOK
R2002938542	BK_CAT_PBK
R0089233402	BOOK
R0103250215	BOOK
R0084166325	BOOK
R0120440328	BOOK
R2004602641	LARGE_PRNT
R0098902945	LARGE_PRNT
R0170171343	BK_CAT_PBK
R0093561215	BK_CAT_PBK
R0112784756	BOOK
R0053871735	BOOK
R2004657538	LARGE_PRNT
R0088517714	BOOK
R2003124761	BOOK
R0112698303	BOOK
R0089107431	BK_CAT_PBK
R0085614753	BOOK
R0069313355	BOOK
R0111159211	LARGE_PRNT
R2003149172	BK_CAT_PBK
R0103774170	BOOK

R4003749394	BOOK
R0105639449	LARGE_PRNT
R4003375836	BOOK
R0021214004	BOOK
R0172029851	BOOK
R2004085292	BOOK
R0036339518	BK_CAT_PBK
R0055462273	BOOK
R0024021646	BOOK
R4003757818	BOOK
R0110227558	BOOK
R2001769138	BOOK
R0110885665	LARGE_PRNT
R0111263947	LARGE_PRNT
R0053871824	BOOK
R0104810199	BK_CAT_PBK
R0096004929	BK_CAT_PBK
R0104810173	BK_CAT_PBK
R0113515233	BOOK
R0111061468	BOOK
R2006323287	BOOK
R0097098248	BOOK
R0049675486	BOOK
R0088526713	BOOK
R0094163191	BOOK
R0068172366	BOOK
R0110737341	BOOK
R0066224581	BOOK
R2004114654	LARGE_PRNT
R0101853790	LARGE_PRNT
R2003586100	LARGE_PRNT
R2001770813	BOOK
R0093928310	BOOK
R2004605768	LARGE_PRNT
R2003514292	BOOK

R011159172	LARGE_PRNT
R0110829033	BOOK
R0119514960	LARGE_PRNT
R4003231715	BOOK
R0171920436	BK_CAT_PBK
R0095288164	BOOK
R0108710448	BK_CAT_PBK
R4003225219	BOOK
R0112789755	BK_CAT_PBK
R0094122242	BOOK
R2002926760	LARGE_PRNT
R0024997952	BOOK
R2003845852	LARGE_PRNT
R0170171076	BK_CAT_PBK
R0110987190	BOOK
R2004601213	LARGE_PRNT
R0024590093	BOOK
R0108785825	LARGE_PRNT
R0113292635	BOOK
R0111589288	BOOK
R0110227524	BOOK
R0110807316	BOOK
R2002939441	LARGE_PRNT
R0111954572	BOOK
R0093273545	BOOK
R2003908361	LARGE_PRNT
R0024021183	BOOK
R0098836819	BOOK
R2003800683	BK_CAT_PBK
R2001772447	BOOK
R2004601742	LARGE_PRNT
R0080659693	BOOK
R2005947714	BK_CAT_PBK
R0045617177	BK_CAT_PBK

R0088604600	BOOK
R2002756472	BOOK
R0093339113	BOOK
R0022168646	BOOK
R0110007453	BK_CAT_PBK
R2003513732	BK_CAT_PBK
R2004606907	LARGE_PRNT
R2001728670	BOOK
R0080680945	BOOK
R0109649747	BOOK
R2003594138	LARGE_PRNT
R0110824431	BOOK
R0111883941	LARGE_PRNT
R2003863327	LARGE_PRNT
R2003653041	BOOK
R0053365572	BOOK
R0093238969	BOOK
R0108512963	LARGE_PRNT
R0023002097	BOOK
R0120245231	LARGE_PRNT
R0092053405	BOOK
R0024778358	LARGE_PRNT
R2003653462	BOOK
R0101922620	BOOK
R0024774401	LARGE_PRNT
R0043243532	LARGE_PRNT
R2003843501	LARGE_PRNT
R0089217888	BOOK
R0094197394	BOOK
R0110823370	BOOK
R0021213977	BOOK

R2001725684	BOOK
R4004008490	LARGE_PRNT
R2005466798	LARGE_PRNT
R0101912803	LARGE_PRNT
R0024011293	BOOK
R0108616377	LARGE_PRNT
R0111883307	LARGE_PRNT
R0107861432	BK_CAT_PBK
R0106749700	BOOK
R0105728361	BOOK
R0094832897	BK_CAT_PBK
R0095865372	BOOK
R0100894492	LARGE_PRNT
R2003845183	LARGE_PRNT
R0096009220	LARGE_PRNT
R0112932447	BOOK
R0086062145	BOOK
R0084166197	BOOK
R0083345358	BOOK
R2005627019	LARGE_PRNT
R0119514716	LARGE_PRNT
R0101360242	BOOK
R0023137575	BOOK
R0120567879	BOOK
R0025306065	BOOK
R0024963416	BOOK
R0093561312	BK_CAT_PBK
R2001725916	BOOK
R0111649795	BOOK
R0095872426	BOOK
R0093273480	BOOK
R0170440263	SERIAL
R4003179353	BOOK
R0089961071	BOOK
R0102086639	SERIAL
R2002730568	BOOK

R0094145478	BOOK
R0108055783	REFERENCE
R0109201882	REFERENCE
R0109198631	REFERENCE
R0110827625	BOOK
R0066039538	BOOK
R4003543992	BOOK
R0172003839	SERIAL
R0113556914	BOOK
R0089291311	BOOK
R0112467188	BOOK
R0084868668	REFERENCE
R0089907140	REFERENCE
R0024645571	REFERENCE
R0095848875	BOOK
R0108616563	BOOK
R0170171880	BK_CAT_PBK
R0022995386	BOOK
R0172002639	SERIAL
R0110351179	BOOK
R2002676761	BOOK
R0101529579	BOOK
R2002940944	REFERENCE
R0055463740	BOOK
R0047416909	BK_CAT_PBK
R2001772850	BOOK

R2000171690	BOOK
R0022824496	BOOK
R0112936562	BOOK
R0066038207	BOOK
R2001486246	BOOK
R0053947811	BK_CAT_PBK
R2002960165	BK_CAT_PBK
R0105497805	BOOK
R0068174075	REFERENCE
R0104824724	BOOK
R0025191753	BOOK
R0102413810	REFERENCE
R0052929789	BK_CAT_PBK
R2001721071	BOOK
R0067310474	REFERENCE
R2006170217	BOOK
R0112539200	REFERENCE
R0119933318	BOOK
R0024662303	REFERENCE
R0022595186	REFERENCE
R0087154759	REFERENCE
R0087155137	REFERENCE
R0023980994	REFERENCE
R0022611793	REFERENCE
R0101675702	REFERENCE
R0087336474	REFERENCE
R0084015299	REFERENCE
R0083138989	REFERENCE

R0088660923	REFERENCE	
R0089229699	REFERENCE	
R0024662565	REFERENCE	
R0084023307	REFERENCE	
R0093560659	REFERENCE	
R0170171343	REFERENCE	
R0110186817	REFERENCE	
R0108055783	REFERENCE	
R0025412222	REFERENCE	
R0080923636	REFERENCE	
R0022615423	REFERENCE	
R0025066681	REFERENCE	
R0085834426	REFERENCE	
R0066224604	REFERENCE	
R0093562334	REFERENCE	
R4003174222	REFERENCE	
R0080290415	REFERENCE	
R0083260346	REFERENCE	
R0024011235	ADULT	ISBN 08109134 10
R0055356058	ADULT	ISBN 08109533 23
R0025416797	ADULT	ISBN 08109128 56
R0088934788	REFERENCE	

R4003154125	REFERENCE	
R0108791363	REFERENCE	
R0083300900	REFERENCE	
R0069116892	REFERENCE	
R0082251132	REFERENCE	
R0086851950 V.1-3	REFERENCE	3 volume set
R0097977701	REFERENCE	
R0022516483	REFERENCE	
R2002925416	REFERENCE	
R2002893440	REFERENCE	
R0024664151	REFERENCE	
R0042840810	REFERENCE	
R0069414729	REFERENCE	
R004322994	REFERENCE	
R0022618578	REFERENCE	
R0105463157	REFERENCE	
R0084275378	REFERENCE	
R0055183950	REFERENCE	
R0037522821	REFERENCE	
R0099154008	REFERENCE	
R0088934770	REFERENCE	
R0022593281	REFERENCE	
R0083799882	REFERENCE	
R0094925470	REFERENCE	
R0105368860	REFERENCE	
R0112618418	REFERENCE	

R0083403643	REFERENCE	
R0084269254	REFERENCE	
R0087152074	REFERENCE	
R0084269466	REFERENCE	
R0084017461	REFERENCE	
R0084016724	REFERENCE	
R008422765	REFERENCE	
R0084269694	REFERENCE	
R0084283290	REFERENCE	
R0111872819	REFERENCE	
R0025201215	REFERENCE	
R0083694993	REFERENCE	
R0022618586	REFERENCE	
R0084164014	REFERENCE	
R0055184011	REFERENCE	
R0084278041	REFERENCE	
R0170173329	REFERENCE	
R0025201192	REFERENCE	3 volume set
R0088934704	REFERENCE	
R0090012592	REFERENCE	
R0086109557	ADULT	
R0109886315	REFERENCE	
R0109932336	REFERENCE	
R0109932328	REFERENCE	
R0084804321	YA REFERENCE	
R0109932297	YA REFERENCE	
R0022961858	J REFERENCE	
R0022604765	J REFERENCE	
R0046288858	J REFERENCE	
R00695836641	JUVENILE	
R0025693585	J REFERENCE	
R0083292408	J REFERENCE	

R0080246563	J REFERENCE	
R0099414911	J REFERENCE	
R0099414987	J REFERENCE	
		8 volume set ISBN 71729265 7
R0096905743	J REFERENCE	

Title	Call Number	Barcode
Night	B WIESEL	R0096004929
In shining armor	FICTION JAMES	R2003800683
How music dies (or lives) : field recording and the	B BRENNAN	R2003513732
Dust tracks on a road	B HURSTON	R0107861432
Colored people : a memoir	B GATES	R0093561312
Running with scissors : a memoir	B BURROUGHS	R0093561215
Maus I : a survivor's tale	Y 940.5315 SPIEGELMAN	R0171920436
I live a life like yours : a memoir	B GRUE	R2005947714
Amina	Y 967.73 POWERS	R2002960165
Spanish : phrasebook & dictionary	468.3421 SPANISH	R2002938542

Type	ISBN	Price
BK_CAT_PBK	9780374500016	\$21.77
BK_CAT_PBK	9780316302333	\$25.76
BK_CAT_PBK	9781621534877	\$29.76
BK_CAT_PBK	9780060854089	\$18.69
BK_CAT_PBK	9780679739197	\$25.77
BK_CAT_PBK	9780312422271	\$28.77
BK_CAT_PBK	9780394747231	\$26.72
BK_CAT_PBK	9780374600785	\$26.77
BK_CAT_PBK	9781743312490	\$17.50
BK_CAT_PBK	9781780058276	\$18.76

Total	\$240.27
Average Paperback Price	\$24.02

Title	Call Number	Barcode
Ali : a life	B ALI	R4003225251
Before we were wicked	FICTION DICKEY	R4003581356
Hanged! : Mary Surratt & the plot to assassinate Abraham Lincoln	Y 973.7092 MILLER	R0172029851
Good company	B BLANK	R4003749394
His truth is marching on : John Lewis and the power of hope	B LEWIS	R4003757818
Guinness world records	031.02 GUINNESS 2019	R2004968919
Barracoon [large print] : the story of the last "black cargo"	LP 306.362 LEWIS	R2005116385
The family business 5 [large print]	LP FICTION WEBER	R2005466798
The Lincoln highway [text (large print)]	LP FICTION TOWLES	R4004008490
Crime scene [large print] : a novel	LP FICTION KELLERMAN	R2004609992

Type	ISBN	Price
BOOK	9780544435247	\$33.89
BOOK	9781524744038	\$18.07
BOOK	9780593181560	\$13.86
BOOK	9780062974921	\$33.88
BOOK	9781984855022	\$19.64
SERIAL	9781913484101	\$19.09
LARGE_PRNT	9780062864369	\$36.76
LARGE_PRNT	9781432869601	\$36.88
LARGE_PRNT	9781743312490	\$28.81
LARGE_PRNT	9780525524977	\$28.22

Total	\$269.10
Average Paperback Price	\$26.91



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0064

Meeting Date: 2/7/2024

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

Request approval of a Resolution by the Fulton County Board of Commissioners directing an external review of the actions and procedures of the Board of Ethics over the past 5 years; and for other purposes. **(Arrington) (MOTION TO APPROVE FAILED ON 1/24/24)**

1 **A RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS**
2 **DIRECTING AN EXTERNAL REVIEW OF THE ACTIONS AND PROCEDURES OF THE**
3 **BOARD OF ETHICS OVER THE PAST 5 YEARS; AND FOR OTHER PURPOSES.**

4
5 **WHEREAS**, pursuant to the Constitution of the State of Georgia, Article IX, Sec.
6 2, Par. 1(a) (Home rules of counties) “[t]he governing authority of each county shall have
7 legislative power to adopt clearly reasonable ordinances, resolutions, or regulations
8 relating to its property, affairs, and local government for which no provision has been
9 made by general law and which is not inconsistent with this Constitution or any local law
10 applicable thereto”; and

11 **WHEREAS**, pursuant to its home rule powers, the Board of Commissioners
12 (“BOC”) first established the Board of Ethics at a Special Meeting on October 16, 1985
13 (Item # 12, page 151) to act as a neutral body to render advisory opinions and investigate
14 allegations of ethical violations; and

15 **WHEREAS**, the Board of Ethics has recently demonstrated an inability to follow its
16 governing laws and rules by (i) failing to notify the subjects of ethics complaints about the
17 existence of such complaints as required by Fulton County Code of Ordinances (“FCC”) § 2-81(c); (ii) conducting preliminary hearings and issuing findings from said hearings and
18 failing to provide its findings in writing to the subjects of the hearings as required by FCC
19 § 2-81(d); (iii) failing to provide public notice of its public meetings as required by O.C.G.A.
20 § 50-14-1; and (iv) failing to make the minutes of its meetings available for public
21 inspection as required by O.C.G.A. § 50-14-1; and

22
23 **WHEREAS**, the Board of Ethics has committed the following infractions: (i)
24 exceeding its authority by filing a lawsuit against a Fulton County official and a non-Fulton
25 County employee who is not subject to the Code of Ethics; (ii) exceeding its authority by
26 not dismissing a complaint after a finding of no probable cause; (iii) exceeding its authority
27 by not terminating investigations after determining that there is no probable cause to
28 proceed; (iv) not providing probable cause hearings within 60 days; and (v) ruling on

1 matters where it has inherent conflicts, because the Board of Ethics made itself a party
2 to an action against one of the parties in an ethics complaint; and

3 **WHEREAS**, in light of the above infractions and their egregious nature, the BOC
4 has grave concerns about the previous substantive and procedural actions taken by the
5 Board of Ethics; and

6 **WHEREAS**, it is in the interest of Fulton County, Georgia and its citizens, to ensure
7 that the body established to investigate ethical violations and advise on compliance with
8 ethical standards is itself functioning within the bounds of its authority and in compliance
9 with applicable laws and rules; and

10 **WHEREAS**, the BOC is open to considering amendments to the Code of Ethics to
11 abolish and/or reconstitute a new body, entity or person(s) to handle ethical matters for
12 Fulton County; and

13 **WHEREAS**, pursuant to 1880-81 Ga. Laws 508, codified in FCC § 1-117, the
14 BOC has, as part of its “home rule powers,” the “exclusive jurisdiction and control” to
15 exercise powers that are “indispensable to [the] jurisdiction over county matters and
16 county finances.”

17 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
18 directs and authorizes the County Attorney to select an outside legal professional to
19 perform a review of the actions and procedures of the Board of Ethics over the past five
20 (5) years and independently determine whether the Board of Ethics has been functioning
21 within the bounds of its authority and in compliance with applicable laws and rules.

22 **BE IT FURTHER RESOLVED**, that the outside legal professional should also
23 present recommendations on options available to the Board of Commissioners to abolish
24 and/or reconstitute a new body, entity or person(s) to handle ethical matters for Fulton
25 County.

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

1 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
2 Georgia, this 24th day of January, 2024.

3
4 **FULTON COUNTY BOARD OF COMMISSIONERS**

5
6 Sponsored by:

7
8
9 _____
10 Marvin S. Arrington, Jr., District 5

11
12
13
14
15 ATTEST:

16
17
18 _____
19 Tonya R. Grier, Clerk to the Commission

20
21
22
23
24 APPROVED AS TO FORM:

25
26
27 _____
28 Y. Soo Jo, County Attorney
29
30
31
32



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0065

Meeting Date: 2/7/2024

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

Request approval of an Ordinance to amend Chapter 2 (Administration), Article II (Officers and Employees), Division 2 (Code of Ethics) of the Fulton County Code of Ordinances to create a new Code Section 2-80.1 requiring the appointment of an Interim Ethics Hearing Officer where there exists a conflict of interest between the Board of Ethics and any party filing a complaint or any party accused of violating the Code of Ethics; and for other purposes. **(Arrington) (MOTION TO APPROVE FAILED ON 1/24/24)**

1 AN ORDINANCE TO AMEND CHAPTER 2 (ADMINISTRATION), ARTICLE II
2 (OFFICERS AND EMPLOYEES), DIVISION 2 (CODE OF ETHICS) OF THE FULTON
3 COUNTY CODE OF ORDINANCES TO CREATE A NEW CODE SECTION 2-80.1
4 REQUIRING THE APPOINTMENT OF AN INTERIM ETHICS HEARING OFFICER
5 WHERE THERE EXISTS A CONFLICT OF INTEREST BETWEEN THE BOARD OF
6 ETHICS AND ANY PARTY FILING A COMPLAINT OR ANY PARTY ACCUSED OF
7 VIOLATING THE CODE OF ETHICS; AND FOR OTHER PURPOSES.
8

9 WHEREAS, the Fulton County Board of Commissioners (“BOC”) has created a
10 Code of Ethics (Fulton County Code §§ 2-66 *et seq.*) establishing the minimum standards
11 of conduct for Fulton County officers and employees; and

12 WHEREAS, Fulton County Code § 2-80 of the Code of Ethics creates a Board of
13 Ethics (the “BOE”), and among other things, empowers it to render advisory opinions
14 regarding the applicability of the Code of Ethics and to hear and decide complaints
15 regarding alleged violations of the Code of Ethics; and

16 WHEREAS, pursuant to Fulton County Code § 2-80, BOE membership consists of
17 seven (7) members; including six (6) members to be nominated (one each) from various
18 civic and professional organizations and one (1) member to be nominated and appointed
19 by the BOC; and

20 WHEREAS, there is currently no provision for alternate adjudication where a
21 conflict of interest exists or arises between the Board of Ethics and parties in the matters
22 that come before the Board of Ethics; and

23 WHEREAS, the BOC finds that fairness and open and transparent adjudication of
24 an ethics complaint require that a neutral person or body hear the ethics complaint when
25 a conflict of interest exists; and

26 WHEREAS, the BOC finds it necessary and appropriate to amend the Code of
27 Ethics to require the appointment of an Interim Ethics Hearing Officer to hear ethics

1 matters where there exists a conflict involving the BOE; and

2 **WHEREAS**, the BOC has authority, pursuant to the Constitution of the State of
3 Georgia (Art. 9, § 2, ¶ 1(a)), to adopt reasonable ordinances, resolutions, or regulations
4 relating to the affairs of Fulton County, Georgia, for which no provision has been made
5 by general law and which is not inconsistent with the Constitution or any local law
6 applicable thereto.

7 **NOW, THEREFORE, BE IT ORDAINED**, that the Fulton County Board of
8 Commissioners hereby amends the Code of Ethics (Fulton County Code §§ 2-66 *et seq.*),
9 to create a new Code Section 2-80.1 to require the appointment of an Interim Ethics
10 Hearing Officer to preside over any ethics matter in which there is a conflict of interest
11 between the Board of Ethics or its members and any party filing a complaint or any party
12 accused of violating the Code of Ethics, including complaints brought against the Board
13 of Ethics or its members, as set forth in **Exhibit A**, attached hereto and incorporated by
14 reference.

15 **BE IT FURTHER ORDAINED**, that Code Section 2-80.1 shall immediately apply to
16 all matters currently pending before the Board of Ethics, including the Complaint or any
17 other complaints filed with the Board of Ethics prior to adoption of this amendment.

18 **BE IT FURTHER ORDAINED**, that upon the effective date of this Ordinance the
19 Board of Ethics shall immediately cease adjudicating any and all matters before it where
20 a conflict exists and shall submit a list of any such pending matters with a summary of the
21 current status to the Clerk to the Commission within ten (10) days of adoption of this
22 Ordinance.

23 **BE IT FINALLY ORDAINED**, that this amended Ordinance will take effect upon its

1 adoption, and that all ordinances, resolutions, and parts of ordinances and resolutions in
2 conflict with this Ordinance are hereby repealed to the extent of such conflict.

3 **SO PASSED AND ADOPTED**, by the Board of Commissioners of Fulton County
4 Georgia this 24th day of January, 2024.

5
6
7 **FULTON COUNTY**
8 **BOARD OF COMMISSIONERS**

9
10 **Sponsored by:**

11
12
13
14 _____
15 Marvin S. Arrington, Jr.,
16 Commissioner District 5
17
18
19
20

21 **ATTEST:**

22
23
24
25 _____
26 Tonya R. Grier
27 Clerk to the Commission
28
29
30

31
32 **APPROVED AS TO FORM:**
33
34
35
36 _____
37 Y. Soo Jo, County Attorney

EXHIBIT A

Sec. 2-80. Board of ethics / Creation / Duties.

(a) Creation. There is hereby created a body to be known as the Fulton County board of ethics.

(b) Membership. The board of ethics shall consist of the following seven (7) members, who shall have been residents of Fulton County for not less than three years preceding their selection. The members for positions (1) through (6) shall be subject to final appointment by the Board of Commissioners:

(1) One member to be nominated by the president of the Atlanta Bar Association from among the Association's membership;

(2) One member to be nominated by the president of the Gate City Bar Association from among the Association's membership;

(3) One member to be nominated by the president of the North Fulton Chamber of Commerce from among the Chamber's membership;

(4) One member to be nominated by the president of the Atlanta Business League from the membership of the Atlanta Business League;

(5) One member to be nominated by the president of the Atlanta Airport Chamber of Commerce from among the Chamber's membership;

(6) One member to be nominated by the personnel board of the county from its membership; and (7) One member to be nominated and appointed by the board of commissioners.

In the event an organization with nominating power under subparagraphs (1) through (6), above, fails to submit a nomination following resignation or expiration of the term of its respective nominee, the Clerk to the Commission shall send notice to the organization requesting the name of a nominee. If no such nominee is provided within thirty (30) days of the notice, the board of commissioners may proceed to nominate and appoint a new member of its own choosing to the relevant position on the board of ethics.

(c) Chair. At the first meeting of the board of ethics in each calendar year, the board shall select, from among its members, a chair who shall serve as chair for the remainder of the calendar year and until a successor is chosen pursuant to this subsection.

(d) Compensation, organization, and meetings. Members of the board of ethics shall be paid a per diem in the amount of \$150.00. The board of ethics shall meet no less than is required to conduct the business of the board, which in no event shall be less than once each calendar quarter. All meetings of the board of ethics shall be held at the Fulton County Government Center.

(e) Term of office. The members first selected pursuant to subsections (b)(1) and (2), above, shall serve an initial term of one year from the date of their selection. The terms of office of the members first selected pursuant to subsections (b)(3) and (4), above, shall expire one year after the expiration of the terms of office of the persons selected pursuant to subsections (b)(1) and (b)(2), above. The terms of office of the members first selected pursuant to subsections (b)(5), (b)(6) and (b)(7), above, shall expire two years after the expiration of the terms of office of the persons selected pursuant to subsections (b)(1) and (b)(2), above. Each member selected after the initial terms of office have expired shall serve a term of three years or until his or her successor is appointed. A member shall cease to serve upon the termination of his or her membership in the organization from which he or she was selected.

(f) Background Checks. Members shall be subject to investigation sufficient to confirm their educational and employment histories and any history of criminal convictions.

(g) Vacancies. Any vacancy on the board of ethics occurring before the end of the term of the departing member shall be filled in the same manner as the original selection for the remainder of the regular term.

(h) Political Activities. Members of the board of ethics, during their term of office, are prohibited from making contributions to the political campaigns of any candidate for a county office.

(i) Duties. The duties of the board of ethics shall be:

(1) to establish procedures, rules, and regulations for its internal organization and the conduct of its affairs, consistent with the provisions of this code of ethics;

(2) to render advisory opinions, not more than sixty (60) days after receiving a request to do so, with respect to the interpretation and application of this code of ethics, to any officer or employee who requests such an advisory opinion as to whether a particular course of conduct would constitute a violation of the standards imposed herein, which requests shall be in writing. In any subsequent complaint concerning the same officer or employee and same conduct which is the subject of an advisory opinion rendered by the board of ethics, the board of ethics shall be bound to follow the advisory opinion, unless it is established that material facts were omitted or misstated in the request for same;

(3) to conduct its proceedings in meetings open to the public;

(4) to prescribe forms necessary to carry out any function prescribed by this code of ethics;

(5) to make available to the public information disclosed pursuant to this code of ethics;

(6) to receive, hear, investigate, and make findings concerning complaints of violations of this code of ethics, and to hold hearings in connection therewith as the board or ethics may deem necessary; and

(7) to recommend to the board of commissioners revisions of this code of ethics.

(j) Neither the board of commissioners nor any officer or employee shall engage in

any conduct designed to interfere with or improperly influence the members of the board of ethics in the performance of their duties under this code of ethics.

Sec. 2-80.1 Interim ethics hearing officer.

(a) Conflicts of interest by board of ethics. Circumstances or actions may create a conflict of interest between the board of ethics or individual members of the board of ethics and the parties that appear before them pursuant to this Code. Such conflicts of interest raise or could be perceived to raise questions about the neutrality and objectivity of the board of ethics in a particular matter over which it presides, and include but are not limited to financial interest in the outcome of the matter, close personal or business relationship with a party, active or past litigation between the board of ethics or its members and any party, any other fact or action that would reasonably suggest that a board member or the board of ethics as a whole maintains a personal stake in the adjudication of a matter over which the board of ethics presides, or any other fact or action that would reasonably suggest that a board member or the board of ethics as a whole cannot be unbiased in the adjudication of a matter over which the board of ethics presides.

In the event there exists a conflict of interest between the board of ethics or any of its members and any party filing a complaint or any party accused of violating the code of ethics, or where a complaint of a violation of this code of ethics is made against the board of ethics or any of its members, a conflict of interest shall exist which precludes the board of ethics from adjudicating the matter or rendering an advisory opinion interpreting the code of ethics as to that matter.

(b) Duties. Whenever a conflict of interest exists with the board of ethics or any of its members, an interim ethics hearing officer shall be appointed to carry out all duties of the board of ethics enumerated in section 2-80(i) of this code of ethics or any other section. The interim ethics hearing officer shall

preside over the matter until its conclusion as provided by and subject to the provisions of sections 2-81 and 2-82 of this code of ethics.

(c) Appointment. The interim ethics hearing officer shall be appointed by the chief judge of probate court and shall be a member in good standing of the State Bar of Georgia for at least the last five (5) years.

After being notified by the board of ethics or by a party that a conflict exists between the board of ethics or any of its members and any party involved in a matter being adjudicated by the board of ethics, the clerk to the commission shall notify the chief judge of probate court of the need for appointment of an interim ethics hearing officer.

If the chief judge of probate court determines that a conflict exists, she/he may choose any member of the state bar of Georgia who is in good standing as provided herein. After making the appointment of an interim ethics hearing officer, the chief judge of probate court shall notify the clerk to the commission of the appointment. If the chief judge of probate court determines that a conflict does not exist, she/he shall return the matter to the board of ethics for adjudication.

The interim ethics hearing officer shall not have any other business interest with the county while in the role as an interim ethics hearing officer. Such interim ethics hearing officer shall be engaged by the county under contract prepared and managed by the Office of the County Attorney and shall be compensated for said services at a reasonable hourly rate to be determined by such contract.

Sec. 2-81. Hearings and procedures.

(a) Any person may initiate a complaint of a violation of this code of ethics by submitting to the secretary to the board of ethics, a written, sworn complaint under penalty of perjury, upon a form prescribed by the board of ethics.

(b) The board of ethics may also initiate an investigation on its own initiative.

(c) Within five (5) business days following the filing of a complaint, the subject of the complaint shall be notified of the existence and nature of the complaint.

(d) The board of ethics shall, within sixty (60) days following the filing of a complaint or initiation of an investigation on its own initiative, conduct a preliminary hearing to determine whether specific, substantial evidence exists to support a reasonable belief that there has been a violation of this code of ethics.

(e) If the board of ethics determines by majority vote at the preliminary hearing that specific, substantial evidence exists to support a reasonable belief that there has been a violation of this code as to any claim in a complaint or subject matter of an investigation it has initiated, the involved parties shall be so advised in writing and the board of ethics shall schedule a formal hearing to further consider those claims or subjects for which such a determination has been made. The board of ethics shall notify all involved parties in writing of the time and place of the formal hearing, which hearing shall not be held sooner than ten (10) days following notice of same.

(f) If at least one-half of the voting members of the board of ethics conclude at the preliminary hearing that specific, substantial evidence does not exist to support a reasonable belief that there has been a violation of this code as to any claim in a complaint or subject matter of an investigation it has initiated, those claims shall be dismissed or the investigation terminated and the parties will be so advised in writing.

(g) Formal hearings shall be public, and all parties shall have the opportunity to be heard, to summon witnesses, and to present evidence. Persons alleged to have violated this code of ethics shall have the right to be represented by counsel at their own expense.

(h) The board of ethics shall have the power to compel the attendance of witnesses and the production of records by subpoena, and to take testimony under oath. Fulton County shall bear the costs of issuing subpoenas and, if desired by the board of ethics, the cost of having a court reporter present to record hearings. Any matters related to enforcing or quashing subpoenas may be submitted to the superior court of Fulton County.

(i) At the conclusion of the formal hearing, the board of ethics shall deliberate upon its findings in public and shall determine its findings by majority vote. Findings that a violation of this code of ethics has occurred must be based upon a clear and convincing evidence standard. The board of ethics' decision shall subsequently be reduced to writing and provided to the parties, which decision shall be final; provided, however, that the decision shall be subject to review by writ of certiorari to the superior court of Fulton County.

Sec. 2-82. Violations.

(a) Any intentional violation of this code of ethics, the furnishing of false or misleading information to the board of ethics, the failure to follow an opinion or decision issued by the board of ethics, or the failure to comply with a subpoena issued by the board of ethics, as determined by the board of ethics after notice and the right to be heard in accordance with the hearing requirements of this code of ethics, shall subject the violator to:

(1) an administrative sanction not to exceed \$1,000.00, which sanction shall be deposited into the general fund of Fulton County; and/or

(2) a public reprimand.

(b) In addition to those sanctions provided for at subsection (a), with regard to a violation of this code of ethics committed by an employee of Fulton County, the board of ethics may recommend to the board of commissioners or the appropriate appointing authority disciplinary action in accordance with the personnel rules and regulations of Fulton County.

(c) In addition to those sanctions provided for at subsection (a), with regard to a violation of this code of ethics committed by any person, business, or other entity, the board of ethics may recommend to the Department of Purchasing and Contract Compliance that debarment proceedings be commenced in accordance with applicable ordinances of Fulton County.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0093

Meeting Date: 2/7/2024

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

Request approval of a Resolution by the Fulton County Board of Commissioners urging the Georgia General Assembly to support legislation sponsored by the State Senator Donzella James to amend the Official Code of Georgia to lift the ban relating to restrictions on rent regulations by local governments and allow Counties and Municipalities the ability to regulate the rent to be charged for privately owned single-family or multiple-unit residential properties for those residing within the state of Georgia; and for other purposes. **(Hall)**

1 A RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS
2 URGING THE GEORGIA GENERAL ASSEMBLY TO SUPPORT LEGISLATION
3 SPONSORED BY STATE SENATOR DONZELLA JAMES TO AMEND THE
4 OFFICIAL CODE OF GEORGIA TO LIFT THE BAN RELATING TO RESTRICTIONS
5 ON RENT REGULATIONS BY LOCAL GOVERNMENTS AND ALLOW COUNTIES
6 AND MUNICIPALITIES THE ABILITY TO REGULATE THE RENT TO BE CHARGED
7 FOR PRIVATELY OWNED SINGLE-FAMILY OR MULTIPLE-UNIT RESIDENTIAL
8 PROPERTIES FOR THOSE RESIDING WITHIN THE STATE OF GEORGIA; AND
9 FOR OTHER PURPOSES.

10
11 **WHEREAS**, since 1984, with the passage by the Georgia General Assembly of
12 *1984 Ga. Laws, p. 1079* (codified as Official Code of Georgia Annotated (“O.C.G.A.”) §
13 44-7-19), there has been a state-wide ban on local governments being able to pass
14 legislation relating to rent stabilization on private property; and

15 **WHEREAS**, specifically, O.C.G.A. § 44-7-19 provides in pertinent part that, “No
16 county or municipal corporation may enact, maintain, or enforce any ordinance or
17 resolution which would regulate in any way the amount of rent to be charged for
18 privately owned, single-family or multiple-unit residential rental property...”; and

19 **WHEREAS**, this Code Section does not impose the same prohibition on a local
20 government from regulating in any way property belonging to the local government, or
21 from entering into any agreements with private persons, to regulate the amount of rent
22 to be charged for such rental properties; and

23 **WHEREAS**, according to a November 13, 2023 article in the *Atlanta Journal-*
24 *Constitution*, there has been a decade in which the metro Atlanta region’s rents has
25 climbed--sometimes at a double-digit pace--before seeing recent abatements for
26 tenants; and

27 **WHEREAS**, to address the burden of residents not being able to afford the
28 steady climb of rents in Georgia, and in particular the metro Atlanta region, along with

addressing the surge of out-of-state investors buying up scores of residential properties and leaving them empty, State Senator Donzella James (D-Atlanta) has introduced legislation, identified as Senate Bill 125, to amend O.C.G.A. § 44-7-19 by repealing its restrictions on rent regulation by local governments; and

WHEREAS, State Senator Donzella James envisions that the repeal of O.C.G.A. § 44-7-19, will lead to the capping of the rate at which landlords can raise prices each year, thereby affording better protections for the citizens of Georgia; and

WHEREAS, the Fulton County Board of Commissioners believes that affordable housing is critical to the ongoing vitality of Fulton County and its residents, and supports the passage of Senate Bill 125 introduced by State Senator Donzella James (D-Atlanta), to amend O.C.G.A. § 44-7-19 by repealing its restrictions on rent regulation by local governments.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby urges the Georgia General Assembly to support legislation sponsored by State Senator Donzella James to amend the Official Code of Georgia to lift the ban relating to restrictions on rent regulations by local governments and allow counties and municipalities the ability to regulate the rent to be charged for privately owned single-family or multiple-unit residential properties for those residing within the state of Georgia.

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

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

PASSED AND ADOPTED by the Board of Commissioners of Fulton County,
Georgia this 7th day of February, 2024.

FULTON COUNTY BOARD OF COMMISSIONERS

Sponsored By:

Commissioner Natalie Hall
District 4

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0094

Meeting Date: 2/7/2024

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

Request approval of a Resolution to amend the Fiscal Year 2024 Budget; to amend the Fulton County Code of Laws related to budgetary controls over expenses of Commissioners; and for other purposes. **(Abdur-Rahman)**

1 **A RESOLUTION TO AMEND THE FISCAL YEAR 2024 BUDGET; TO AMEND THE**
2 **FULTON COUNTY CODE OF LAWS RELATED TO BUDGETARY CONTROLS OVER**
3 **EXPENSES OF COMMISSIONERS; AND FOR OTHER PURPOSES.**

4 **WHEREAS**, on January 12, 2024 the Administrative Law Judge in the matter of
5 *Calvin Brock v. Fulton County* rendered a decision holding Fulton County liable for sex
6 discrimination due to the conduct of Commissioner Natalie Hall and finding the following:

7 Fulton County, Georgia, through the actions of Commissioner Natalie Hall,
8 unlawfully discriminated against Complainant Calvin Brock on the basis of
9 sex in his employment when Hall tried to force Brock to remain in an
10 exclusive sexual relationship with her, stalked him for months, and
11 ultimately fired him.

12
13 After meeting him by chance at a furniture store, Hall hired Brock for a
14 position on her staff where she wielded complete control over his continued
15 employment, including any promotion, raise, or bonus. Hall and Brock
16 began having a sexual relationship soon after, but even if the relationship
17 began mutually, it did not remain consensual for long because Hall initiated
18 a dizzying array of deceptions designed to monitor and control his
19 interaction with other women.

20
21 Most significantly, Hall purchased and planted three covert surveillance
22 devices in Brock's personal automobiles. She expressly intended these
23 devices both for live eavesdropping on Brock's private conversations with
24 other women and for pinpointing his precise location. For the next several
25 months, Hall tracked Brock's whereabouts and listened in on his
26 conversations as she stalked and sometimes confronted Brock about his
27 personal activities. Ultimately, she terminated Brock because she heard him
28 making plans with another woman. Hall offered no evidence whatsoever to
29 rebut her covert surveillance of Brock: in response to every question about
30 the surveillance devices, she asserted her Fifth Amendment privilege
31 against self-incrimination.

32
33 Hall alleged that Brock resigned voluntarily, and that, even if she wanted
34 him to leave her office, it was because he allegedly made Hall look bad in
35 a conversation following a social event. She also claimed that Brock was let
36 go due to an office reorganization, but that was mere pretense. Hall
37 orchestrated the reorganization to create the mistaken apprehension—on
38 Brock's part only—that Hall fired all her employees. Taken together, her
39 explanations represent an archetypal unlawful pretext for discriminatory
40 termination.

1 Brock simply wanted to continue his employment with Fulton County, free
2 from Hall's sexual intrigues and schemes. Instead, she subjected him to
3 months of stalking that caused him ongoing anxiety and paranoia and
4 damaged his ability to have relationships with women. When she terminated
5 him, it dramatically escalated these harms and eviscerated his income.
6

7 **WHEREAS**, because of Commissioner Hall's conduct in her capacity as a
8 commissioner, as determined by the Administrative Law Judge in *Calvin Brock v. Fulton*
9 *County*, Fulton County is liable for a judgment in the amount of \$902,486.84 which will be
10 paid with taxpayer funds collected from all of Fulton County's districts; and

11 **WHEREAS**, taxpayer funds must now be diverted from other operational goals to
12 cover the cost of Commissioner's Hall's poor judgment and failure to act in the best
13 interests of Fulton County; and

14 **WHEREAS**, Commissioner Hall should be required to reduce her departmental
15 spending to partially offset the monetary judgment that must now be paid as a result of
16 her actions; and

17 **WHEREAS**, the Board of Commissioners ("BOC") is required by O.C.G.A. § 36-
18 81-3 to annually establish the County's operational budget, which the BOC accomplished
19 for FY2024 via Resolution 24-0051; and

20 **WHEREAS**, O.C.G.A. § 36-81-3(d) provides that a county may amend its budget
21 to adapt to changing governmental needs during the budget period; and

22 **WHEREAS**, O.C.G.A. § 36-81-3(d) provides that amendments to the amounts
23 appropriated at the legal level of control, i.e., the department level per O.C.G.A. § 36-81-
24 2(14), shall require the approval of the governing authority and be adopted by resolution
25 or ordinance; and

1 **WHEREAS**, the BOC finds that a change to the FY 2024 budget is needed due to
2 Commissioner Hall's actions leading to the substantial judgment in the amount of
3 \$902,486.84 in *Calvin Brock v. Fulton County*; and

4 **WHEREAS**, the BOC finds that there is a need to reallocate funds from
5 Commissioner Hall's departmental budget to the Risk Fund, which is the funding source
6 from which judgments against the County are paid; and

7 **WHEREAS**, the BOC also finds that this substantial judgment amount warrants a
8 change to Fulton County Code § 101-38 which is a compilation and codification of
9 legislation (e.g., Resolution 02-1172, Resolution 11-0368 and Resolution 18-1040)
10 regarding budgetary controls over expenses of commissioners; and

11 **WHEREAS**, pursuant to Article IX, Sec. 2, Par. 1(a) (Home rules of counties) "[t]he
12 governing authority of each county shall have legislative power to adopt clearly
13 reasonable ordinances, resolutions, or regulations relating to its property, affairs, and
14 local government for which no provision has been made by general law and which is not
15 inconsistent with this [Georgia] Constitution or any local law applicable thereto."

16 **NOW THEREFORE IT BE RESOLVED**, the Board of Commissioners hereby
17 amends Fulton County Code § 101-38 to add subsection (g) to read as follows:

18 (g) Budget primacy. Notwithstanding any provision herein, the funding for the
19 employment of staff, office expenses and travel for the Chair and each other
20 Commissioner shall be subject to the budget appropriations as adopted in
21 the annual budget or any amendment thereto.
22
23

24 **BE IT FURTHER RESOLVED**, the Board of Commissioners, pursuant to O.C.G.A.
25 § 36-81-3(d), hereby amends the FY2024 budget as follows:
26

1 Risk Fund Increase: \$ 200,000.00

2 Commissioner District 4 Decrease: \$ 200,000.00

3 **BE IT FURTHER RESOLVED**, the decrease of funds allocated to Commissioner

4 Hall's departmental budget (Commissioner District 4), shall be reduced as follows:

	<u>From</u>	<u>To</u>	<u>Reduction Amount</u>
Salary and Benefits	\$534,884.70	\$480,846.70	\$54,038.00
Travel/Conference	\$50,000.00	\$5,000.00	\$45,000.00
Professional Services	\$6,623.00	\$1,000.00	\$5,623.00
Hospitality-Expense	\$2,459.00	\$459.00	\$2,000.00
Contingency	\$93,339.00	\$0.00	\$93,339.00
			<hr/>
			Total Reduction
			\$200,000.00

5

6 **BE IT FINALLY RESOLVED**, that this Resolution will take effect upon its

7 adoption, and that all ordinances, resolutions, and parts of ordinances and resolutions in

8 conflict with this Resolution are hereby repealed to the extent of such conflict.

9 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,

10 Georgia, this 7th day of February 2024.

11

12 **FULTON COUNTY BOARD**

13 **OF COMMISSIONERS**

14

15

16 **SPONSORED BY:**

17

18

19

20

21 Khadijah Abdur-Rahman, Vice Chair

22 District 6

23

24

25

26

1 ATTEST:

2
3
4
5 _____
6 Tonya R. Grier,
7 Clerk to the Commission
8
9

10 APPROVED AS TO FORM:

11
12
13
14 _____
15 Y. Soo Jo, County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0099

Meeting Date: 2/7/2024

Department

External Affairs

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

Presentation of 2024 State Legislative Session Update.

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

Request Approval

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

Open and Responsible Government

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

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

Presentation of 2024 State Legislative Session Update.

Scope of Work: Presentation of 2024 State Legislative Session Update.

Community Impact:

Department Recommendation: Request Approval

Project Implications:

Community Issues/Concerns:

Department Issues/Concerns:

Fiscal Impact / Funding Source

Funding Line 1:

N/A



**FULTON
COUNTY**

**Fulton County Board of Commissioners
February 7, 2024**

**2024 Legislative
Session Update**

Operational Funding for Behavioral Health Crisis Center

Replacement Jail Funding

Equitable Property Tax Appeals Process

Equal Access to Judicial Personnel Benefits

Elections

Effective & Efficient Justice System

Evictions Process Improvements

Expansion of Healthcare & Hospital Access

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 State Legislative Agenda

Legislative Session Overview

- February 7: State of the Judiciary Address
- Appropriations Subcommittees will continue review of AFY 2024 and FY 2025 budgets

Fulton Legislative Delegation Overview

- Fulton County presented the 2024 Legislative Agenda to the Joint Fulton County Delegation on Thursday, February 1.
- Joint Delegation meetings will be held on Thursdays. Calendar invites will be sent to BOC and staff.

2024 Delegation Officers	
<i>House of Representatives</i>	<i>Senate</i>
Chair: Rep. Park Cannon (58 th)	Chair: Sen. Sonya Halpern (39 th)
Vice-Chair: Rep. Debra Bazemore (69 th)	Vice-Chair: Sen. Josh McLaurin (14 th)
Secretary: Rep. Esther Panitch (51 st)	Secretary: Sen. Horacena Tate (38 th)

Primary Policy Priority: BHCC Operational Funding

- Fulton County is working with the leadership of the House and Senate to assist the County in securing full operational funding for the BHCC under the FY 2025 budget.

Primary Policy Priority: Replacement Jail Funding

- Discussions regarding financial modeling for the replacement jail are still underway between the County and State leadership.

Primary Policy Priority:

Equitable Property Tax Appeals Process

Revisions to Ad Valorem Taxation of Property – [Senate Bill 349](#); ACCG Position: **SUPPORT**

- Implements a statewide floating homestead exemption for counties, cities, and schools. It places a cap on increases in value for homesteaded property at no more than 3% per year. For jurisdictions with existing floating homestead exemptions, the taxpayer will receive whichever exemption is the largest: the floating homestead exemption under this bill or the local floating homestead exemption. Existing state and local (non-floating) homestead exemptions will still apply after the floating homestead exemption has been calculated.
- Adjusts the millage setting process so that as long as the millage rate is not increased, there is only one required advertisement and public hearing in order to adopt the millage rate. It also cleans up the existing form.
- Removes the tax estimate from the notice of current assessment and requires exemptions to be shown. This will reduce taxpayer confusion and provide more accurate value information to the taxpayers.
- Adjusts the three-year lock statute so that it only applies when the taxpayer receives a reduction in value on appeal. This will reduce frivolous appeals and save taxpayer dollars.
- Closes a loophole for settlement conferences by requiring the taxpayer to participate and advance their appeal in good faith.

Property Tax Relief Act of 2024 – [Senate Bill 364](#); ACCG Position: **OPPOSE**

- Expands the 3-year lock to a 5-year lock if a certified appraisal has been submitted, determined by the Board of Equalization to be more accurate than the fair market value set by the tax assessors, and the appraised value is more than 5% below the assessor value.
- Adds language to the notice of current assessment to show the taxes assessed on the property by each local government for the past 3 taxable years.

Other Fulton County Priorities

- Equal Access to Judicial Personnel Benefits: The House Retirement Committee considered passage of [House Bill 643](#) on **Tuesday, January 30**. This bill supports the repeal of legislation that prohibits the equitable participation of Judges in the Fulton County and Georgia Judicial Retirement System programs.
- Fulton County is meeting with legislators to finalize sponsorship for expedited local legislation to authorize Fulton County Superior Court judicial officers to handle felony criminal matters for the Fulton County Superior Court, by designation.

BOC Policy Position: **SUPPORT**

Bill #/Author	Description	Status
<u>HB 30</u> Definition of antisemitism Rep. John Carson (46 th)	This bill includes the definition of antisemitism in the Georgia Hate Crimes law adopted by the International Holocaust Remembrance Alliance (IHRA). IHRA defines antisemitism as a certain perception of Jews, which may be expressed as hatred toward Jews, and includes rhetorical and physical manifestations of antisemitism directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish community institutions, and religious facilities. Nothing in the bill will be construed to infringe upon First Amendment rights or an individual's right to engage in legally protected conduct or activity pertaining to U.S. foreign policy or international affairs.	Passed House and Senate by Substitute; Awaiting the Governor's Signature

State and Local Government

Bill #/Author	Description	Status
HB 451 PTSD Insurance for certain first responders Rep. Devan Seabaugh (34th)	This bill mandates cities and counties to provide supplemental, illness-specific insurance to certain first responders diagnosed with occupational post-traumatic stress disorder (PTSD).	Favorably Reported By Substitute; House Public Safety & Homeland Security Committee
HB 1044 Public Works Projects: Increase Required Bid Threshold Rep. Victor Anderson (10th)	This bill increases the dollar amount from \$100,000 to \$250,000 by which counties and cities must bid out public works projects.	Second Readers; House Governmental Affairs Committee
SB 361 Open Meetings: More Teleconferences for County Commissioners Sen. Greg Dolezal (27th)	This bill authorizes county commissioners and other local government officials to participate in a meeting via teleconference up to six times per year (currently twice) without having a health excuse or having a declared state of emergency. To do so, a quorum of board members must be present in person.	Referred to Senate Government Oversight Committee
SB 390 Prohibit government funding for ALA-affiliated libraries Sen. Larry Walker III (20th)	This bill prohibits taxpayer funding to American Library Association (ALA) affiliated libraries from Georgia's cities, counties, public schools, the state University System and other public bodies created under the state Constitution or laws. SB 390 also eliminates the requirement for a certified librarian as library director. <u>Effective Date</u> : July 1, 2025.	Referred to Senate Government Oversight Committee

Elections

Bill #/Author	Description	Status
HB 976 Elections; ballots used in optical scan voting systems shall use paper with a visible watermark security feature Rep. John LaHood (175th)	This bill requires ballots to be printed on security paper that includes a visible watermark. Ballots cannot be identifiable to a particular elector.	Favorably Reported; House Government Affairs Committee
SB 189 Elections: Prohibit Bar Codes or QR Codes on Ballots Sen. Max Burns (23rd)	This bill provides that the text portion of the paper ballot will be the official vote for purposes of vote tabulation. Currently, paper ballots marked and printed by electronic ballot markers are official ballots, but QR codes are used for vote tabulation.	Recommitted to Senate Ethics Committee
SB 355 Elections; use of ranked-choice voting; prohibit Sen. Randy Robertson (29th)	This bill will not allow ranked-choice voting to be used in determining the election or nomination of any candidate to any local, state, or federal elective office.	Senate Passed; Referred to House Governmental Affairs Committee
SB 358 State Election Board; remove Secretary of State; authorize board to investigate Sen. Max Burns (23rd)	This bill removes the Secretary of State from the State Election Board and authorizes the Board to investigate the Secretary of State and local election officials.	Senate Passed By Substitute; Referred to House Governmental Affairs Committee

Courts

Bill #/Author	Description	Status
<u>HB 881</u> Prosecuting Attorneys Qualifications Commission Rules Rep. Joseph Gullett (19 th)	This bill removes the requirement that the Supreme Court review and adopt the standards and rules for the Prosecuting Attorneys Qualifications Commission (PAQC) for those standards and rules to be effective. The bill clarifies that decisions by the hearing panel of the PAQC are appealable to the superior court of the county or counties in which the DA or SG practices or practiced in, with the appeal using an arbitrary, capricious, or abuse of discretion standard. That decision can be immediately appealed to the Georgia Supreme Court.	House Passed/Adopted By Substitute
<u>HB 909</u> GBI; restriction and seal of FOA Rep. Leesa Hagan (156 th)	This bill requires the Restriction and Sealing of First Offender Act (FOA) court records at sentencing.	Second Readers; House Judiciary Non-Civil Committee
<u>HR 872</u> District Attorney for Atlanta Judicial Circuit; impeachment charges Rep. Charlice Byrd (20 th)	This resolution contains violation of oath by public officer impeachment charges against Atlanta Judicial Circuit District Attorney Fani T. Willis by the House of Representatives.	Second Readers; House Rules Committee
<u>SR 465</u> Senate Special Committee on Investigations Sen. Greg Dolezal (27 th)	This resolution creates the Senate Special Committee on Investigations with a focus on the Fulton County District Attorney's Office. The Committee will have nine members, with three representatives from the Minority Party. The Committee will be assigned to conduct a legislative investigation and will have the power to administer subpoenas, call any party to testify under oath at such investigations and provide state budget and policy recommendations based on findings.	Senate Passed/ Adopted As Amended

Taxation

Bill #/Author	Description	Status
HB 862 HOST; levying tax while levying a joint county and municipal sales and use tax; repeal prohibition Rep. Mitchell Horner (3rd)	This bill repeals the prohibition against calling for a Homestead Option Sales Tax (HOST) referendum if a county is currently levying a Local Option Sales Tax (LOST).	Second Readers; House Ways & Means Committee
HB 1031 Ad valorem tax; property; provide mandatory reappraisal of parcels Rep. Shaw Blackmon (146th)	This bill requires a mandatory reappraisal in 2025 and again every three years thereafter. HB 1031 also adds a definition for estimated roll-back rate using the estimated millage rate minus the millage equivalent of the net assessed value added by reassessments.	Second Readers; House Ways & Means Committee

Legislative Calendar (HR 779) & Events at the State Capitol

- Thursday, February 8: Legislative Day 18
- Friday, February 9: Legislative Day 19
- Monday, February 12: Legislative Day 20
- Tuesday, February 13: Legislative Day 21
- Thursday, February 15: Legislative Day 22
- Thursday, February 29: Legislative Day 28 (Crossover Day)
- Thursday, March 28: Legislative Day 40 (Sine Die)

- Mental Health Parity Day on **Thursday, February 8**
- ACCG Legislative Breakfast on **Thursday, March 7**
- Film Day on **Tuesday, March 19**





Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0100

Meeting Date: 2/7/2024

Department

Select Fulton

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

Presentation: Development Authority of Fulton County Governmental Accounting Standards Board, GASB 77.

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

None

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?

No

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

Scope of Work: n/a

Fiscal Impact / Funding Source

Funding Line 1:

Agenda Item No.: 24-0100

Meeting Date: 2/7/2024

n/a



FISCAL YEAR '22 REPORT



Development Authority of Fulton County

Discussion Topics



About Develop Fulton



GASB 77 FY 2022 Report



Economic Impact Summary



About Develop Fulton



PRO-BUSINESS

Develop Fulton delivers innovative services connecting qualified projects with taxable and tax-exempt bond financing and a diversity of targeted economic development services.

PRO-COMMUNITY

Develop Fulton's incentivized projects bring community benefits like roadway and pedestrian safety improvements, better access to affordable housing and retail options, environmental remediation, and career training opportunities.

OUR MISSION

To stimulate quality economic development that expands and diversifies the tax base, provides quality jobs, retains existing businesses, and sustains the quality of life for residents throughout Fulton County.



GASB 77 Tax Abatement Disclosures

- The Governmental Accounting Standards Board (GASB) issued Statement 77, which requires disclosures about a government's tax abatement agreements.
- What is a "Tax Abatement"?

PROGRAMS IMPACTED IN FULTON COUNTY

Taxable
Bond Deals

Rehabilitated
Historic
Properties

Enterprise
Zones



GASB 77 FY2022 Report

GASB 77 FY2022 Financial Reporting Update

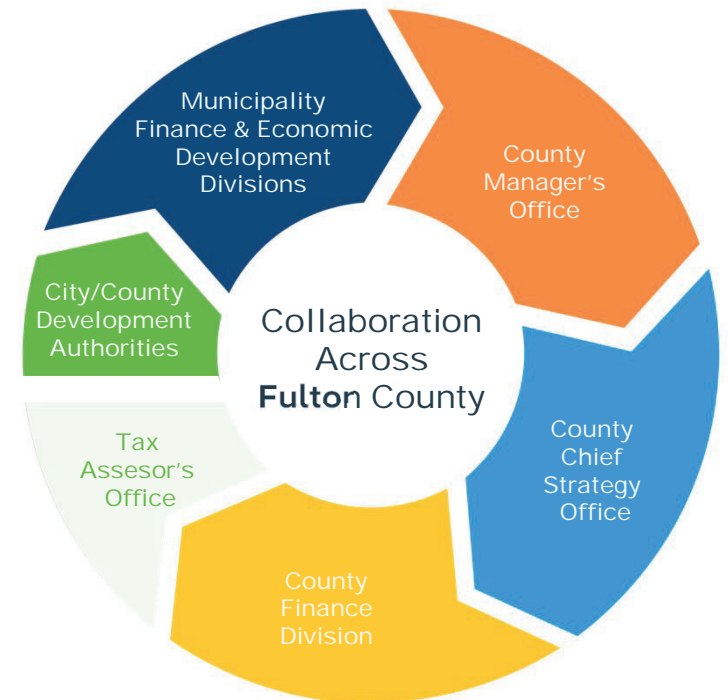
- Engagement with EY
- Seventh year of GASB 77 compliance
- Continued coordination with 15 municipalities, the Tax Assessors Office, and the Finance Division

Beyond GASB

- 2022 Economic Impact Analysis of Develop Fulton projects
- Net New Revenue Impact Analyses and Reporting
- Fulton County, City of Atlanta, APS and FCSD

Transparent Evaluation Process

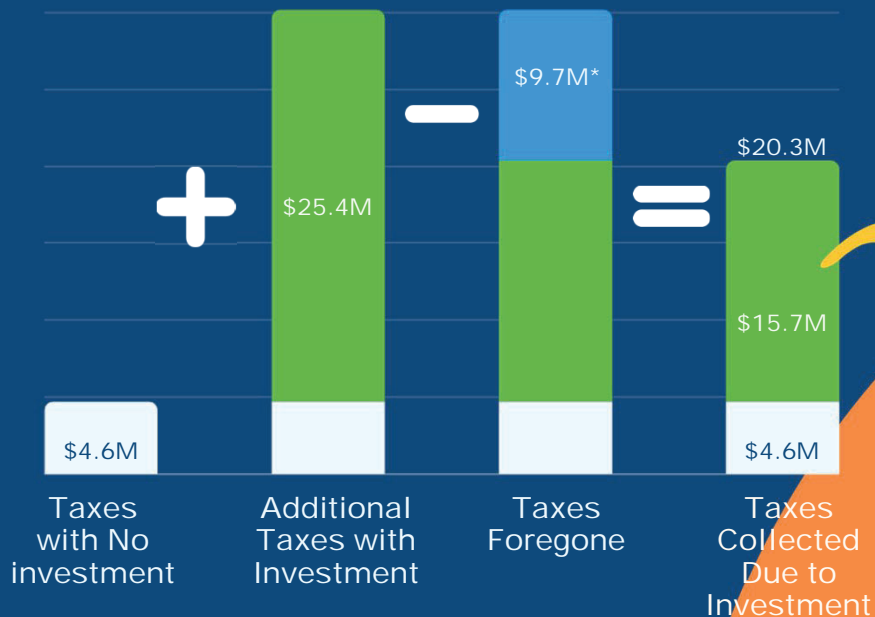
- ROI Model
- Hurdle Rate
- Deal Review Packages



Net New Property Taxes for Fulton County in 2022



Net new 2022 property taxes due to active incentive projects approved over a 10-year period: \$15.7M



Taxes pre-investment: \$4.6M
Plus Additional taxes due to investment: \$25.4M
Less Tax incentives: \$9.7M
Equals 2022 taxes paid: \$20.3M
Less Taxes pre-investment of \$4.6M
Equals 2022 Net benefit of \$15.7M

Net
Incentive
Benefit:
\$15.7M

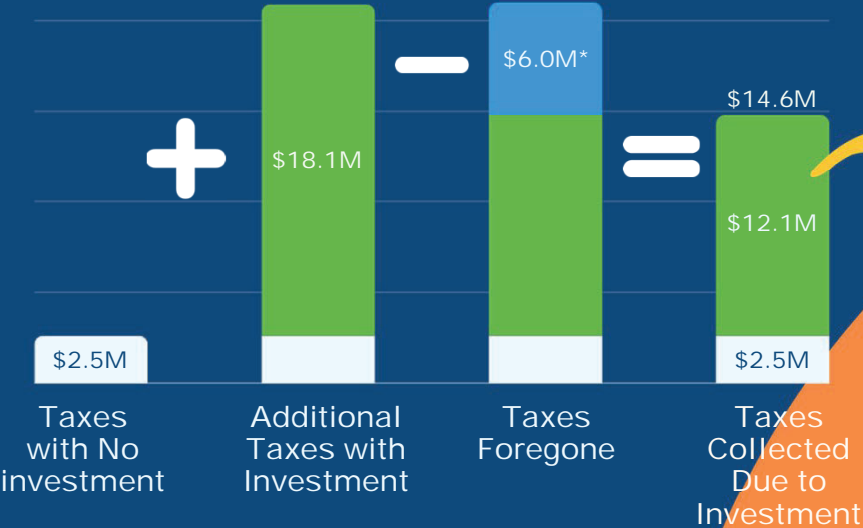
Note: \$1.5M of the \$15.7M net incentive benefit was allocated to tax allocation districts. Thus, \$14.2M of the net incentives benefit was allocated to the county.

Note 2: \$9.7M of incentives represents 1.5% of the total property tax base, based on the 2021 CAFR of total property taxes collected.

Source: EY analysis using Fulton County Board of Assessors data on property parcels receiving an incentive in 2022.
Note: Figures may not sum due to rounding.

Net New Property Taxes for Fulton County School District in 2022

Net new 2022 property taxes due to active incentive projects approved over a 10-year period: \$12.1M



Taxes pre-investment: \$2.5M
Plus Additional taxes due to investment: \$18.1M
Less Tax incentives: \$6.0M
Equals 2022 taxes paid: \$14.6M
Less Taxes pre-investment of \$2.5M
Equals 2022 Net benefit of \$12.1M

Net
Incentive
Benefit:
\$12.1M

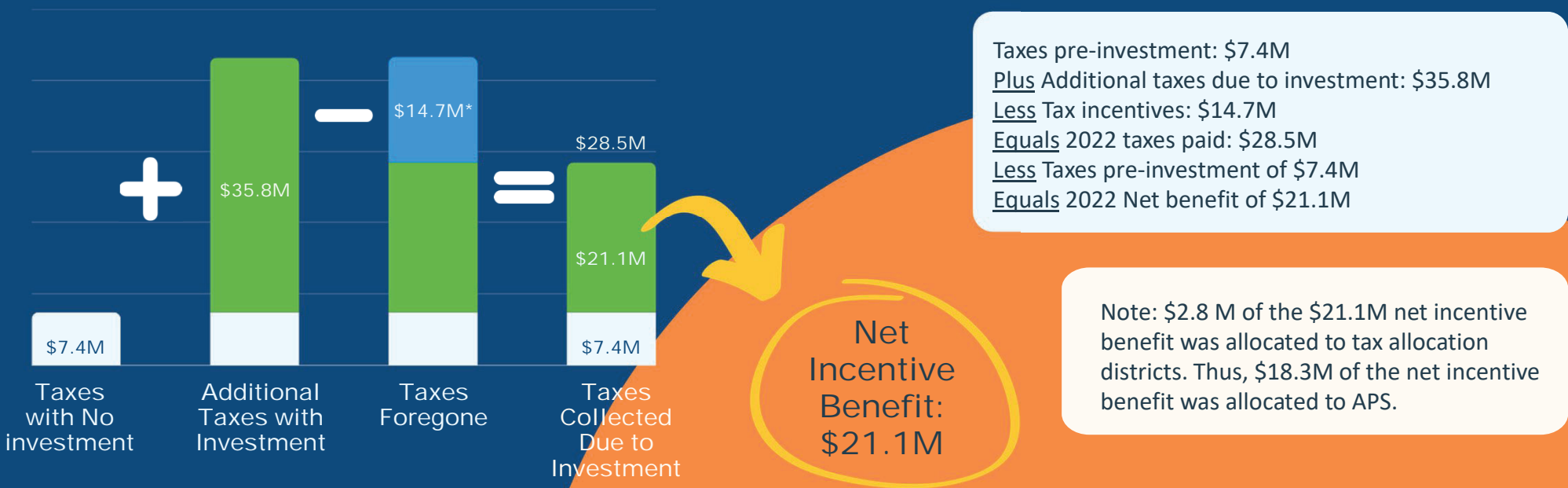
Note: \$482k of the \$12.1M net incentive benefit was allocated to tax allocation districts. Thus, \$11.62M of the net incentive benefit was allocated to the FCSD.

Source: EY analysis using Fulton County Board of Assessors data on property parcels receiving an incentive in 2022.
Note: Figures may not sum due to rounding.



Net New Property Taxes for Atlanta Public Schools in 2022

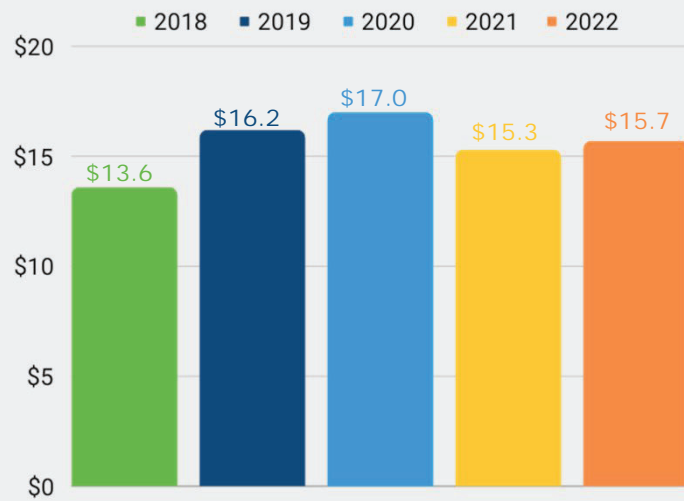
Net new 2022 property taxes due to active incentive projects approved over a 10-year period: \$21.1M



Source: EY analysis using Fulton County Board of Assessors data on property parcels receiving an incentive in 2022.
Note: Figures may not sum due to rounding.



Five Year Snapshot



	CY2018	CY2019	CY2020	CY2021	CY2022
# of Active Projects	72	88	101	121	134
Job Commitments	28,952	31,296	31,849	32,746	43,905
Capital Expenditures (billions)	\$6.1	\$7.3	\$7.6	\$8.6	\$10.0
Total Incentives Received (millions)	\$9.1	\$10.2	\$9.5	\$9.5	\$9.7
Net Ad Valorem Tax Benefit (millions)	\$13.6	\$16.2	\$17.0	\$15.3	\$15.7

Economic Approach

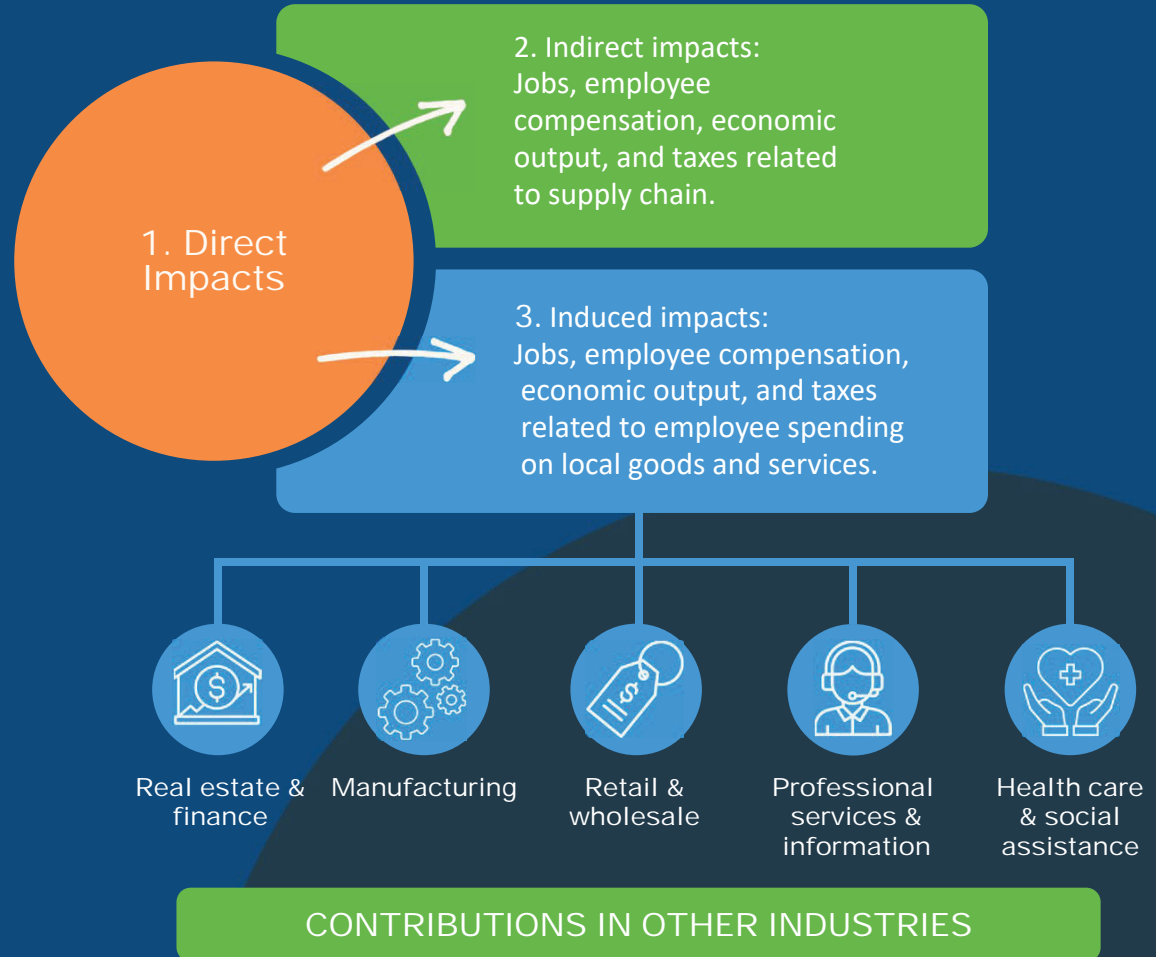


Results are for projects actively receiving a property tax incentive in 2022

These projects invested in Fulton County within the past 10 years

Total contributions consist of: direct, indirect, induced

- Direct impacts — stem from projects
- Indirect impacts — suppliers
- Induced impacts — consumption related

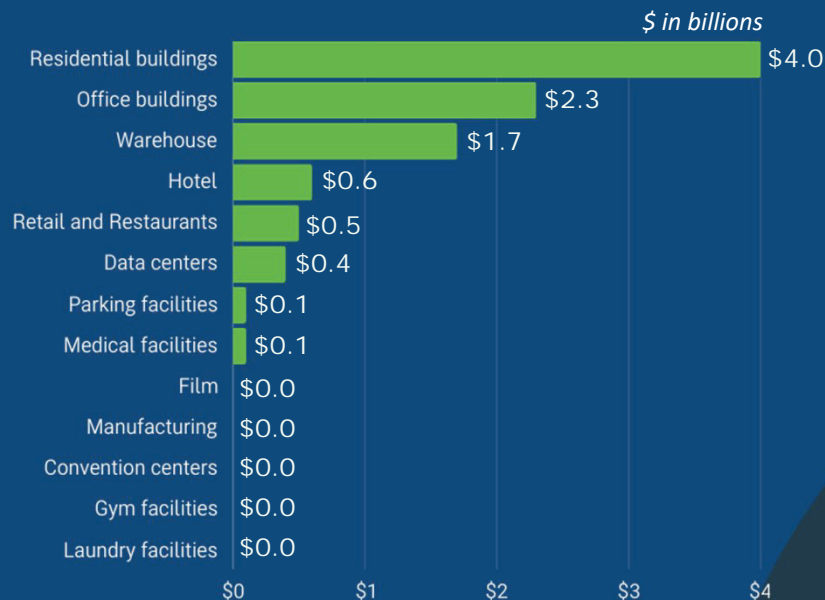


DIRECT CAPITAL INVESTMENT & JOB COMMITMENTS

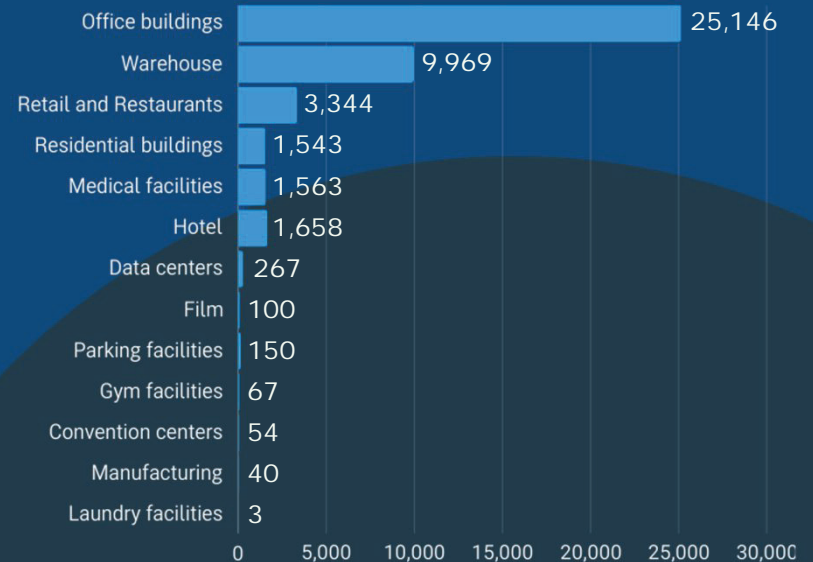


134 projects* with an active incentive in 2022

Capital investment by active incentive projects
Total: \$10 billion



Job commitments by active incentive projects
Total: 43,905



* Projects approved during the past 10 years
Source: DAFC MOAs

Summary of 2022 Total Economic Contributions of Active Incentive Projects

Type of property	Total economic impacts <i>(Direct, indirect, and induced)</i>		
	Jobs	Labor income (\$M)	Economic output (\$M)
Office buildings	36,332	\$4,169	\$6,449
Warehouse	13,665	\$705	\$1,735
Retail and Restaurants	4,206	\$238	\$499
Residential buildings	2,581	\$141	\$680
Medical facilities	2,329	\$245	\$437
Hotel	2,213	\$133	\$351
Data centers	947	\$115	\$350
Film	209	\$20	\$67
Parking facilities	170	\$6	\$11
Gym facilities	79	\$3	\$7
Convention centers	70	\$5	\$9
Manufacturing	56	\$4	\$12
Laundry facilities	4	\$0	\$0
Total all projects	62,860	\$5,783	\$10,608

- ✓ Total employment: Full- and part time jobs, which includes the 43,905 direct jobs
- ✓ Total labor income: Wage and benefits paid to employees
- ✓ Total economic output: Typically measured as the sales of a company

Source: EY analysis using data provided by DAFC on agreements; 2022 IMPLAN model of Fulton County



Future Focused



Developer collaboration in underserved areas



Quality workforce and affordable housing



Community benefits

Forging Ahead



Designated
marketing and
brand manager

New Strategic
Initiatives
Committee
grant program

A new
committed and
passionate
board

New
leadership and
executive
director

Board
committees

Intentional focus
on community
benefits and
housing
affordability



SERVICE AGREEMENT UPDATE

Select Fulton | Develop Fulton

Presented By Select Fulton



TIMELINE OF SELECT FULTON

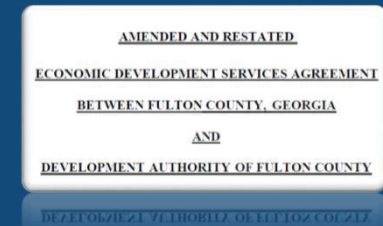
2016

Select Fulton Formed
under County Manager



2021

Select Fulton Becomes
Fulton Economic
Development Department



2018

Select Fulton Adds
WorkSource Fulton (WIOA)



2023

Develop Fulton
Approves Updated
Service Agreement



PRIMARY FOCUS



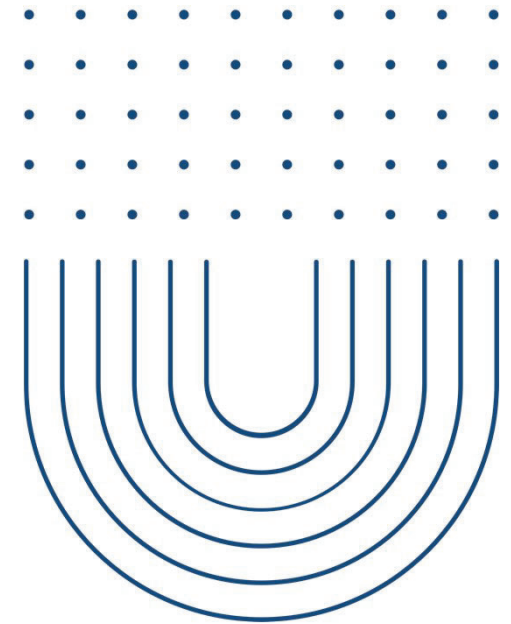
ECONOMIC AND COMMUNITY DEVELOPMENT

Supports community and regional economic developments efforts around jobs and jobs center growth



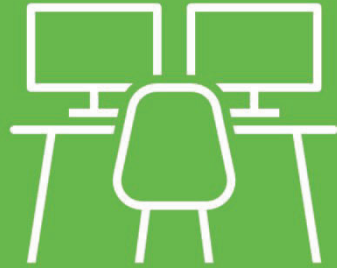
COMMERCIAL DEVELOPMENT BOND FINANCING

Supports commercial development and bond financing efforts around real property growth





SELECT
FULTON
SERVICES



Business
Services

BUSINESS SERVICES

- Business Attraction and Recruitment
- Business Retention and Expansion
- Small Business Financing and Support
- Industry Ecosystem Development and Support
- Redevelopment of County-owned Properties

Competitive
State Projects

Targeted
Industry
Events

Small Biz Loans
and Technical
Assistance



SELECT
FULTON
SERVICES



MARKETING

Business
Services

Marketing

- Market/Promote of Fulton County to Business
- Fulton County Storytelling
- Regional Marketing and Economic Development Partnerships

Local and
Targeted
Industry
Advertisements

Industry and
Site Selection
Tradeshows



SELECT
FULTON
SERVICES



WORKFORCE TRAINING

- Career Workforce Development Training
- Youth Workforce Training
- Specialized Industry and Regional Workforce Training

Upskilling and
Training of
Workforce

Regional
Workforce
Training
Collaboration

Business
Services

Marketing

Workforce
Training



SELECT
FULTON
SERVICES



REGIONAL COORDINATION

- Municipal Coordination of Economic Development
- Administration of Special Taxing Districts
- Transportation and Transit
- Infrastructure Development Support

TADS, TSPLOST

Water, Sewer,
Broadband
Expansion

Regional
Coordination

Business
Services

Marketing

Workforce
Training



SELECT
FULTON
SERVICES



DEVELOP
FULTON
SERVICES

Commercial
Development

Bond
Financing

Commercial Development



COMMERCIAL DEVELOPMENT

- Bonds-For-Title Bond Issuances for Tax Incentive Projects
- GASB 77 and Economic Impact Reporting for DAFC Activities
- Facilitate State REBA Grants
- Monitor and Speak on Legislation Affecting Development Authorities



DEVELOP
FULTON
SERVICES

Commercial
Development



BOND FINANCING

- Federally Taxable and Tax-Exempt Bond Issuances for 501(c)(3) Organizations
- Tax Equity and Fiscal Responsibility Act ("TEFRA") Approval Process
- Local, Regional and National Promotion of DAFC's Bond Financing Program

Bond
Financing



DEVELOP
FULTON
SERVICES



AGREEMENT BENEFITS



1. PLANNING

Allows for Strategic Planning of Efforts



2. FUNDING

Allows for Improved Requests for Funding Support



3. NO LIMITS

Allows for No Limitations of Each Organizations Services



4. BRANDS

Supports Brand Identities

OPPORTUNITIES TO PARTNER



1

STATE PROJECTS

Partner to
provide incentive
support for
competitive
state projects



2

CATALYZE SOUTH FULTON

Unlock South
Fulton potential
for development
and jobs



3

DEVELOPMENT TOOLBOX

Strategic
Support for High
Growth
Industries and
Underdeveloped
Areas



4

END TO END SERVICE

Leverage Tools
and Policy to
Provide Seamless
Service Delivery



QUESTIONS

