

**FULTON COUNTY BOARD OF COMMISSIONERS
SECOND REGULAR MEETING**

April 17, 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**24-0255 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 Second Regular Meeting Agenda for separate consideration.

24-0256 Board of Commissioners

Proclamations for Spreading on the Minutes.

Open & Responsible Government**24-0257 Registration & Elections**

Request approval of an Intergovernmental Agreement, Registration & Elections, to conduct Special Elections in conjunction with the General Election / Non-Partisan Election on May 21, 2024, and General Election Runoff on June 18, 2024, for the City of Atlanta and City of College Park.

24-0258 Registration & Elections

Request approval of a Memorandum of Understanding, Registration & Elections to conduct the Georgia Soil & Water Conservation District Supervisors Election in conjunction with the General Election on November 5, 2024, and Runoff Election on December 3, 2024.

24-0259 Registration & Elections

Request approval of an Intergovernmental Agreement, Registration & Elections to conduct Special Elections in conjunction with the General Election on November 5, 2024, and the General Election Runoff on December 3, 2024, for City of Atlanta and City of East Point.

24-0260 Registration & Elections

Request approval of Right of Entry and Access Agreement, Registration & Elections with City of Sandy Springs to utilize existing facility located at 6110 Blue Stone Road, Fulton County, Sandy Springs, Georgia 30328 during 2024 Elections: General Election / Non-Partisan Election on May 21, 2024, General Election Runoff on June 18, 2024, November 5, 2024, and the General Election Runoff on December 3, 2024.

24-0261 Finance

Ratification of March 2024 Grants Activity Report.

SECOND REGULAR MEETING AGENDA**24-0262 Board of Commissioners**

Adoption of the Second Regular Meeting Agenda.

24-0263 Clerk to the Commission

Ratification of Minutes.

Recess Meeting Minutes, March 20, 2024

Regular Meeting Post Agenda Minutes, April 10, 2024

24-0264 Board of Commissioners

Presentation of Proclamations and Certificates.

Proclamation recognizing "Autism Awareness Month." (**Abdur-Rahman/Ellis**)

PUBLIC HEARINGS**24-0265 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 First Regular Meeting, nor will this portion exceed sixty (60) minutes at the Second Regular 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.

PRESENTATIONS TO THE BOARD**Metropolitan Atlanta Rapid Transit Authority****24-0266 Board of Commissioners**

MARTA Quarterly Update

Invest Atlanta**24-0267 Board of Commissioners**
Invest Atlanta Briefing**COUNTY MANAGER'S ITEMS****Open & Responsible Government****24-0268 County Manager**
Presentation of the Fulton County Operational Report.**24-0269 Finance**
Presentation, review, and approval of April 17, 2024, Budget Soundings and Resolution.**24-0270 Real Estate and Asset Management**
Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 23ITB138805C-GS, Carpet, Carpet Installation and Repair Services Countywide in the total amount of \$345,000.00, with (A) G.S.A.T. Restoration, Inc. dba Paul Davis of North Atlanta (Norcross, GA) in the amount of \$145,000.00; (B) HPI Floor, LLC (Atlanta, GA) in the amount of \$125,000.00; and (C) Brad Construction Company II, LLC (Fayetteville, GA) in the amount of \$75,000.00, to provide carpet, carpet tile installation and repair services for Countywide facilities. Effective upon execution of contracts through December 31, 2024, with two renewal options.**24-0271 Real Estate and Asset Management**
Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 23ITB122123K-DB, Demolition Services for the Super Inn Hotel and the Executive Inn Hotel in an amount not to exceed \$1,071,000.00 with Complete Demolition Services, LLC (Carrollton, GA) to provide demolition services for the Super Inn Hotel and the Executive Inn Hotel. Effective upon issuance of Notice to Proceed for a period of 160 calendar days.**24-0272 Real Estate and Asset Management**
Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, Bid #23ITB138801C-GS, Janitorial Services for Selected Fulton County Facilities (Groups C, D & G) in an amount not to exceed \$981,071.00 with (A) American Facility Services, Inc. (Alpharetta, GA) in an amount not to exceed \$679,630.00 for Group C (Central Libraries) and Group D (North Fulton Libraries); and (B) Good Success Company, Inc. (Atlanta, GA) in an amount not to exceed \$301,441.00 for Group G (North and Central Senior Centers), to provide janitorial services for selected Fulton County facilities for Fulton County for the remaining eight (8) months of FY2024. Effective dates: May 1, 2024, through December 31, 2024, with two renewal options.

Health and Human Services**24-0245 Community Development**

Request approval of a contract between Fulton County and Destination Tomorrow, Inc. in the amount of \$100,000.00 to support the Wellness Journey Program, a comprehensive HIV testing program aimed at increasing awareness, reducing stigma, improving access to testing services within the community and addressing all the barriers which impede a healthy productive lifestyle for individuals; and to authorize the Chairman to disburse funds and execute and administer contracts, and other related documents consistent with any necessary agreement in support of this funding allotment. The term of this Contract shall be upon approval through December 31, 2024. **(HELD ON 4/10/24)**

24-0273 Community Development

Request approval of a contract between Fulton County and Inner-City Muslim Action Network Corp (IMAN Atlanta) in the amount of \$75,000.00 to complete Phase I renovations of the Wellness Center & Food Pantry located at 2179 MLK Dr. SW, Atlanta GA 30310; and to authorize the Chairman to disburse funds and execute and administer contracts, and other related documents consistent with any necessary agreement in support of this funding allotment. The term of this Contract shall be upon approval through December 31, 2024.

Justice and Safety**24-0274 Superior Court Administration**

Request approval to extend an existing contract with A & A All County Monitoring Services, Inc. (Lawrenceville, GA), in an amount not to exceed \$305,000.00, for an additional 30 day period in order to complete the transition to the new service provider for 23RFP1208B-RT, Electronic Pretrial Monitoring Services. Effective May 1, 2024 through May 30, 2024.

24-0275 Superior Court Administration

Request approval of a recommended proposal - Superior Court Administration, 23RFP1208B-RT, Electronic Pretrial Monitoring Services in an amount not to exceed \$2,000,000.00 with A 2nd Chance Monitoring (Marietta, GA), to provide electronic pretrial monitoring services for the County's Electronic Monitoring Program by coordinating and providing electronic monitoring services for those participants the County has determined to be eligible for pretrial electronic monitoring awaiting trial by and under the jurisdiction of the County. Effective May 1, 2024 through December 31, 2024 with two renewal options.

COMMISSIONERS' ACTION ITEMS**24-0247 Board of Commissioners**

Request approval of a Resolution establishing policies limiting the use of Fulton County staff for certain events by members of the Fulton County Board of Commissioners; and for other purposes. **(Thorne) (HELD ON 4/10/24)**

24-0276 Board of Commissioners

Request approval of an Ordinance to amend Chapter 2, Article II, Division 2 of the Code of Laws of Fulton County to clarify the definition of "officer or employee" in the Code of Ethics. **(Ellis)**

24-0277 Board of Commissioners

Request approval of Fulton County Anti-Nepotism Policy. **(Ellis)**

Commissioners' Full Board Appointments**24-0278 Board of Commissioners**

HOSPITAL AUTHORITY OF FULTON COUNTY (NORTHSIDE)

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

Term = 4 years, staggered

Terms below expired: 4/1/2024

Anthony Salvatore **(BOC 1)**

Kenneth Kupke **(BOC 2)**

Thomas Hills **(BOC 3)**

The Board of Trustees of the Hospital Authority of Fulton County (Northside) submitted the following slate of names for the Board of Commissioners' consideration to terms ending April 1, 2028. (Ellis)

Position #1 - Anthony Salvatore, Douglas Olson, M.D. Adam Marchak, M.D.

Position #2 - Kenneth Kupke, M.D., Brian Sydow, M.D., Carolyn Weaver, M.D.

Position #3 - Thomas Hills, Marc Sonenshine, M.D., Jennifer Amerson, M.D.

24-0279 Board of Commissioners
BOARD OF ETHICS

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

Term = 3 years

Term below expired: 2/12/2019

Vacant (**Atlanta Business League/BOC**)

The Atlanta Business League has recommended Judy Walker for a Full Board appointment to a term ending February 12, 2025.

24-0280**Board of Commissioners****BOARD OF REGISTRATION AND ELECTIONS**

The board shall be composed of five members, each of whom shall be an elector and resident of Fulton County, who shall be appointed in the following manner:

(1) Two members shall be appointed by the governing authority of Fulton County from nominations made by the chairperson of the county executive committee of the political party whose candidates at the last preceding regular general election held for the election of all members of the General Assembly received the largest number of votes in this state for members of the General Assembly;

(2) Two members shall be appointed by the governing authority of Fulton County from nominations made by the chairperson of the county executive committee of the political party whose candidates at the election described in paragraph (1) of this section received the second largest number of such votes; and,

(3) One member shall be appointed by the governing authority of Fulton County from nominations made by the Fulton County legislative delegation in the General Assembly, which member shall be designated permanent chairperson of the board. The Fulton County legislative delegation shall be composed of all senators and representatives in the General Assembly whose districts are wholly or partially in Fulton County.

Term = 2 Years

Term below expires: 6/30/2025

Patrice Perkins-Hooker **(Chair)**

Chairman Pitts has nominated Cathy Woolard to serve as Interim Chair replacing Patrise Perkins-Hooker for a Full Board appointment to an unexpired term ending June 30, 2025.

24-0281 Board of Commissioners
BOARD OF REGISTRATION AND ELECTIONS

The board shall be composed of five members, each of whom shall be an elector and resident of Fulton County, who shall be appointed in the following manner:

(1) Two members shall be appointed by the governing authority of Fulton County from nominations made by the chairperson of the county executive committee of the political party whose candidates at the last preceding regular general election held for the election of all members of the General Assembly received the largest number of votes in this state for members of the General Assembly;

(2) Two members shall be appointed by the governing authority of Fulton County from nominations made by the chairperson of the county executive committee of the political party whose candidates at the election described in paragraph (1) of this section received the second largest number of such votes; and,

(3) One member shall be appointed by the governing authority of Fulton County from nominations made by the Fulton County legislative delegation in the General Assembly, which member shall be designated permanent chairperson of the board. The Fulton County legislative delegation shall be composed of all senators and representatives in the General Assembly whose districts are wholly or partially in Fulton County.

Term = 2 Years

Term below expires: 6/30/2025
Patrice Perkins-Hooker **(Chair)**

Commissioner Barrett has nominated Cathy Woolard to serve as Interim Chair replacing Patrice Perkins-Hooker for a Full Board appointment to an unexpired term ending June 30, 2025.

COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS

24-0215 Board of Commissioners
Discussion: Time-keeping and use of temporary/part-time positions. **(Ellis)**
(HELD ON 4/10/24)

24-0251 Board of Commissioners
Discussion: Election **(Thorne)** **(HELD ON 4/10/24)**

24-0282 Board of Commissioners
Discussion: County Vehicles **(Ellis)**

24-0283 Board of Commissioners
Discussion: Follow up to Cherry Bekaert Procurement Review **(Pitts)**

- [24-0284](#) **Board of Commissioners**
Discussion: Decorum (**Barrett**)

EXECUTIVE SESSION

- [24-0285](#) **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.: 24-0257

Meeting Date: 4/17/2024

Department

Registration & Elections

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

Request approval of an Intergovernmental Agreement, Registration & Elections, to conduct Special Elections in conjunction with the General Election / Non-Partisan Election on May 21, 2024, and General Election Runoff on June 18, 2024, for the City of Atlanta and City of College Park.

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

Under the provision of the Georgia Election Code, Section 21-2-45(c)(2), City may, by ordinance, authorize the County to conduct such election.

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: Fulton County has been requested to conduct Special Elections in conjunction with the General Election / Non-Partisan Election on May 21, 2024, and The General Election Runoff on June 18, 2024, for the City of Atlanta and City of College Park.

Scope of Work: Intergovernmental Agreement for Fulton County to conduct Special Elections in conjunction with the General Election / Non-Partisan Election on May 21, 2024, and The General Election Runoff on June 18, 2024, for the City of Atlanta and City of College Park.

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

Department Recommendation: Department of Registration & Elections requests approval.

Project Implications: The approval of this proposed Intergovernmental Agreement will ensure the Department to follow state election laws.

Community Issues/Concerns: Department of Registration & Elections is not aware of any community issues or concerns with this proposed Intergovernmental Agreement (IGA).

Department Issues/Concerns: Department of Registration & Elections has no issues or concerns with this proposed Intergovernmental Agreement (IGA).

Fiscal Impact / Funding Source: None

Exhibits Attached:

Exhibit 1A: Intergovernmental Agreement: City of Atlanta

Exhibit 1B: Intergovernmental Agreement: City of College Park

Exhibit 2A: City of Atlanta May Ballot Question

Exhibit 2B: City of College Park May Ballot Question

Contact Information:

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

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF ELECTION SERVICES
BETWEEN FULTON COUNTY, GEORGIA and
CITY OF COLLEGE PARK, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 18 day of March, 2024, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of College Park, Georgia ("City"), a municipal corporation lying wholly or partially within the County (each a "Party" and collectively the "Parties").

WHEREAS, the Parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct the City's 2024 general election and potential runoff elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality, via adoption of an ordinance, may authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may request that the county perform all duties as superintendent of elections as specified in Title 21 of Georgia Law.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 - CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the Parties that any elections which the County has agreed to perform based on the City's request ("City Elections") shall be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each election that the City would like the County to perform, the City, at its sole option, shall submit to County a request for the County to conduct the City's election, in the form attached hereto as Exhibit A. Requests must be made and received at the address specified in the Notice Section below no later than March 31, 2024 to allow the County sufficient advance time and notice to adequately prepare to conduct the City Election. If a request is not made and received within the prescribed time, the County shall not conduct the City's election even if the City has so requested the County conduct an election.

1.3 In the event the City requires a special election as defined by O.C.G.A. § 21-2-2(33), the City and the County shall confer as allowed by law and determine the cost the City will pay for the County's election services, and a mutually convenient date to conduct any such election.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by the Chairman or on behalf of the governing authority of Fulton County, Georgia and will terminate on December 31, 2024, unless otherwise terminated as set forth herein.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, and contingent upon the City's timely request and agreement by the County to conduct a City election, each Party shall provide any or all of the following enumerated services for the election to be held May 21, 2024, and any associated runoff elections which may occur:

3.1 The County, through the Department of Registration and Elections ("DRE") or their designee(s), shall be responsible for:

- a) Designating early and advance voting sites and hours;
- b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;
- c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);
- d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;
- e) Preparing and submitting to the City Clerk, as required by O.C.G.A. § 21-2-224(e), a list of electors;
- f) Performing duties of elections Superintendent and absentee ballot clerk for the May 21, 2024 City Election;

- g) Performing logic and accuracy testing as required by Sections 183-1-12-.08 of the Official Compilation of Rules and Regulations of the State of Georgia;
- h) Providing staff, equipment and supplies for conducting the May 21, 2024 City general election at City polling places on City Election days and for conducting recounts as may be required;
- i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed; and
- j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

- a) Recommending, with the understanding that the County shall make the final determination of, early voting sites and hours of operation to the County in conformance with current election laws and regulations;
- b) Adopting Election ordinances pursuant to O.C.G.A. § 21-2-45(c);
- c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*;
- d) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131;
- e) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, as it may be amended;
- f) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;
- g) Verifying the City's voter list and street maintenance files by April 26, 2024.
- h) Providing the County with an electronic copy of referendums that must be placed on a ballot;
- i) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

- j) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 - COMPENSATION AND CONSIDERATION

4.1 In consideration, the City shall pay the estimated cost the County will incur while conducting the City's requested election services.

4.2 The City's estimated payment is presently \$0.00, as the County does not anticipate any additional cost to provide the City's requested election services.

4.3 If the actual cost to the County to conduct the City's requested elections services exceeds the City's estimated payment, the City shall pay such excess amount to the County within thirty (30) days of the County's request for such payment. Failure on the part of the City to remit payment timely is a material breach of this Agreement.

4.4 Notwithstanding any provision in this Agreement to the contrary, and in compliance with O.C.G.A. § 21-2-45(c), the City understands and agrees that it shall be responsible for paying all costs incurred by the County in performing the City's requested election services.

ARTICLE 5 - LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 To the extent allowed by law, the City agrees to defend and hold harmless the County with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the County may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees.

5.4 To the extent allowed by law, the County agrees to defend and hold harmless the City with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the City may be subjected as a consequence of or as a result of willful misconduct on the part of the County and/or its employees.

5.5 It is the intent of the Parties for them, along with their officials, officers, employees and agents to be covered under the auspices of any applicable immunity granted by law, including sovereign immunity and official or qualified immunities.

5.6 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6 - EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the DRE and under the supervision of the Fulton County Director of the DRE.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 7 - RECORDKEEPING AND REPORTING

7.1 The DRE is the central repository for all DRE records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8 - E-VERIFY AND TITLE VI

Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 9 - AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

ARTICLE 10 - TERMINATION AND REMEDIES

Either Party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other Party delivered at least thirty (30) days prior to the effective date of the termination. Upon termination, the City shall be responsible for any and all costs the County has incurred, for preparation and/or performance of the City Election, up to receipt of notice to terminate this Agreement. Without terminating this Agreement, the County may suspend, delay, or interrupt all or any part of its responsibilities under this Agreement for the period of time that the County determines appropriate for its convenience.

ARTICLE 11 - NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested, or statutory overnight delivery. The Parties further agree to provide to each other non-binding duplicate electronic mail notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk. Notices shall be addressed to the Parties at the following addresses:

If to the County: Fulton County Board of Registration and Elections
 Attn: Director
 130 Peachtree St SW, Suite 2186
 Atlanta, Georgia 30303

With a copy to: Fulton County Office of the County Attorney
 Attn: County Attorney
 141 Pryor Street SW, Suite 4038
 Atlanta, Georgia 30303

If to the City: City Clerk Shavala Ames

3667 Main Street

College Park, Georgia 30337

With a copy to: City Attorney Winston Denmark

Denmark Ashby Attorneys

100 Hartsfield Centre Pkwy, Suite 400
Atlanta, Georgia 30354

ARTICLE 12 - NON-ASSIGNABILITY

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

ARTICLE 13 - 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. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All Parties must sign any subsequent changes in the Agreement.

ARTICLE 14 - SEVERABILITY, VENUE AND ENFORCEABILITY

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 effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

ARTICLE 15 - BINDING EFFECT

This Agreement is intended for the benefit of the Parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

ARTICLE 16 - 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. Electronic signatures shall have the same weight and effect of wet signatures.

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

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DATE:

Attest: _____
Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

APPROVED AS TO SUBSTANCE:

Nadine Williams, Director
Fulton County Department of Registration
and Elections

[Signatures Continued on Following Page]

CITY OF COLLEGE PARK, GEORGIA

DocuSigned by:

C8A08C77CB0E486...

Mayor



APPROVED AS TO FORM:

DocuSigned by:

1E3E480D108942D...

City Attorney

APPROVED AS TO SUBSTANCE:

DocuSigned by:

20012A0387EC488...

City Clerk

EXHIBIT A

As per the Agreement executed on March 18, 2024, the City of College Park, hereby requests that Fulton County conduct its General and potential Runoff Elections beginning on May 21, 2024 within the boundary of Fulton County.

The last day to register to vote in this election is April 22, 2024.

The list of early voting locations will be forthcoming.

This 25 day of March, 2024.

DocuSigned by:



26612A6987EC488...

City Clerk

(Seal)



Fulton County, Georgia agrees to conduct the City of College Park's General and potential Runoff Elections beginning on May 21, 2024, within the boundary of Fulton County.

This _____ day of _____, 2024.

(SEAL)

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

[https://fc0365.sharepoint.com/sites/CountyAttorney/CACContracts/Elections/2023 Elections Municipal IGA/02.24.23 2023 IGA - ELECTIONS TEMPLATE for Cities.docx](https://fc0365.sharepoint.com/sites/CountyAttorney/CACContracts/Elections/2023%20Elections%20Municipal%20IGA/02.24.23%202023%20IGA%20-%20ELECTIONS%20TEMPLATE%20for%20Cities.docx)



DEPARTMENT OF REGISTRATION & ELECTIONS
5600 CAMPBELLTON FAIRBURN RD,
FAIRBURN, GEORGIA 30213
(404) 612-7020

2024 FOR QUESTIONS TO BE PLACED ON THE BALLOT

1. WILL YOU BE PLACING ANY QUESTIONS ON THE BALLOT? YES ☒ NO ☐
IF NO, SIGN, DATE AND RETURN THIS FORM. IF YES PLEASE COMPLETE BELOW:

PLEASE PROVIDE A COPY OF THE RESOLUTION, A SHORT TITLE, AND THE QUESTION VERBIAGE.

OFFICE TYPE: Municipal wide

DISTRICT TYPE: [Click here to enter text.](#)

SHORT TITLE (Question Title to Appear on Ballot)
City of Atlanta Special Purpose Municipal Option Sales Tax (Vote for One)
QUESTION (Question to Appear on Ballot)
"Shall a special 1 percent sales and use tax be reimposed in the City of Atlanta for a period of time not to exceed 16 calendar quarters and for the raising of not more than One Billion One Hundred Million Dollars and Zero Cents (\$1,100,000,000.00) for the purpose of funding water and sewer projects and costs?"

Example

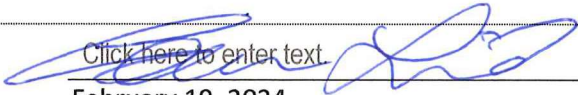
SPECIAL ELECTION FULTON COUNTY	
Fulton County Transportation Special Purpose Local Option Sales and Use Tax (T-SPLOST) Referendum (Vote for One)	SHORT TITLE
"Shall an additional .75 percent sales tax be collected in that part of Fulton County, Georgia, outside of the City of Atlanta, for five years for the purpose of transportation improvements and congestion reduction?"	QUESTION
<input type="radio"/> Yes <input type="radio"/> No	

COMPLETED BY: Corrine A. Lindo

TITLE: Municipal Clerk

SIGNATURE:

Click here to enter text.



DATE:

February 19, 2024



DEPARTMENT OF REGISTRATION & ELECTIONS
5600 CAMPBELLTON FAIRBURN RD,
FAIRBURN, GEORGIA 30213
(404) 612-7020

ELECTION MAY 21, 2024 FOR QUESTIONS TO BE PLACED ON THE BALLOT

1. WILL YOU BE PLACING ANY QUESTIONS ON THE BALLOT? YES ☐ NO ☐
IF NO, SIGN, DATE AND RETURN THIS FORM. IF YES PLEASE COMPLETE BELOW:

PLEASE PROVIDE A COPY OF THE RESOLUTION, A SHORT TITLE, AND THE QUESTION VERBIAGE.

OFFICE TYPE: Select Type

DISTRICT TYPE: [Click here to enter text.](#)

SHORT TITLE (Question Title to Appear on Ballot)	
City of College Park Municipal Option Sales Tax (Vote for One)	
QUESTION (Question to Appear on Ballot)	
() YES	"Shall a special one (1%) percent sales and use tax be imposed in the City of College Park for a period not to exceed four (4) years and for the raising of not more than \$50,000,000 for the purpose of water and sewer projects and costs?"
() NO	

Example

SPECIAL ELECTION FULTON COUNTY	
Fulton County Transportation Special Purpose Local Option Sales and Use Tax (T-SPLOST) Referendum (Vote for One)	SHORT TITLE
"Shall an additional .75 percent sales tax be collected in that part of Fulton County, Georgia, outside of the City of Atlanta, for five years for the purpose of transportation improvements and congestion reduction?"	QUESTION
<input type="radio"/> Yes <input type="radio"/> No	

COMPLETED BY: [Click here to enter text.](#)

TITLE: [Click here to enter text.](#)

SIGNATURE: [Click here to enter text.](#)

DATE: [Click here to enter text.](#)



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0258

Meeting Date: 4/17/2024

Department

Registration & Elections

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

Request approval of a Memorandum of Understanding, Registration & Elections to conduct the Georgia Soil & Water Conservation District Supervisors Election in conjunction with the General Election on November 5, 2024, and Runoff Election on December 3, 2024.

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

Pursuant to Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia "[t]he state, or any institution, department, or other agency thereof, and any county, municipality, school district, or other political subdivision of the state may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide.

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background: The Georgia Soil & Water Conservation Commission has requested Fulton County to conduct its District Supervisor Election in conjunction with the General Election on November 5, 2024, and Runoff Election on December 3, 2024.

Per action of the Board of Commissioners on August 7, 2019, that in even-numbered years when

Fulton County is holding a regularly scheduled Primary, Primary Runoff, General Election or General Election Runoff, the County will pay the costs of conducting municipal and school district elections.

Scope of Work: Memorandum of Understanding for Fulton County to conduct its District Supervisor Election for Georgia Soil and Water Conservation Commission in conjunction with the General Election on November 5, 2024, and Runoff Election on December 3, 2024.

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

Department Recommendation: Department of Registration & Elections recommends approval.

Project Implications: The approval of this proposed Memorandum of Understanding will ensure the Department to follow state election laws

Community Issues/Concerns: Department of Registration & Elections is not aware of any community issues or concerns with this proposed Memorandum of Understanding.

Department Issues/Concerns: Department of Registration & Elections has no issues or concerns with this proposed Memorandum of Understanding.

Fiscal Impact / Funding Source: None

Exhibits Attached:

Exhibit 1:

Memorandum of Agreement, Fulton County and Georgia Soil and Water Conservation Commission

Exhibit 2:

Soil & Water Conservation District Supervisor Nominating Petition Review Form

Contact Information:

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

FOR THE 2024 GENERAL ELECTION

**MEMORANDUM OF AGREEMENT
BETWEEN THE GEORGIA SOIL AND WATER CONSERVATION
COMMISSION AND THE ELECTION SUPERINTENDENT OF
FULTON COUNTY**

THIS AGREEMENT, entered into as of this __8th__ day of March 2024, by and between the **Georgia Soil and Water Conservation Commission**, hereinafter referred to as the “Commission”, and the **Election Superintendent of Fulton County, Georgia**, hereinafter referred to as the “Superintendent”.

WHEREAS, the Commission, pursuant to O.C.G.A. §§ 2-6-23, 2-6-27, 2-6-29, 2-6-30, and 2-6-31, and also pursuant to its Rule 600-9, has powers and responsibilities regarding the election of Soil and Water Conservation District Supervisors; and

WHEREAS, the Code of Georgia further provides, “Successors to elected supervisors shall be elected *at the general election ...*” O.C.G.A. § 2-6-31(b)(1), and

WHEREAS, the Georgia Election Code provides for election Superintendents with powers and responsibilities in the conduct of elections, O.C.G.A. § 21-2-70 *et al.*

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The Election Superintendent will conduct and superintend the election of District Supervisors at the general election and in any runoff required by law, as far as is practicable in the manner of any other nonpartisan election in accordance with Title 21 of the Georgia Election Code.
2. The Commission will be responsible for placing and paying for legal advertising in a newspaper or other publication of general circulation within the appropriate area.
3. The Commission will furnish Nominating Petitions to candidates, and will also provide copies of Nominating Petitions to be placed in the office of the Election Superintendent.

4. Candidates will submit completed Nominating Petitions to the Election Superintendent before the deadline of the general election qualifying period. The Superintendent will examine the Nominating Petitions and request the assistance of the Registrar for this and other purposes where the separate function is provided for by law. If difficulties arise the Superintendent will immediately notify the Commission.
5. The Superintendent or the Registrar will certify that the Nominating Petitions are subscribed by at least twenty-five (25) qualified electors of that county, and that each nominee is a qualified elector of that county. The Superintendent will then notify the Commission, as soon as practicable, of the results of the certification process by means of the Nominating Petition Review Forms, attached hereto Exhibit "A".
6. In elections to fill two positions in one-county Soil & Water Conservation Districts, the two (2) candidates receiving the most votes will be declared the winners.
7. In elections to fill three positions in two-county Soil & Water Conservation Districts, the three (3) candidates receiving the most votes will be declared the winners.
8. In all cases of ties, runoff elections will be held four (4) weeks following the election for the tied candidates only, and only when the number of candidates tied is greater than the number of available positions.
9. Absentee balloting shall be permitted in all district supervisor elections in accordance with Title 21 of the Georgia Election Code.
10. Ballots shall contain the names of candidates, listed alphabetically by their surnames, and the incumbent, if applicable, shall be identified.
11. Write-in candidates shall be permitted in all district supervisor elections in accordance with Title 21 of the Georgia Election Code.
12. The Superintendent shall certify the election results as soon as practicable following the election in the manner for other offices and will complete and return to the Commission the official Election Report form, attached hereto as Exhibit B.
13. The Superintendent will "inspect systematically" the conduct of the elections as provided by O.C.G.A. § 21-2-70(8), handling such problems and grievances

as is ordinary for the election, but formal contests and disputes will be handled as provided by law.

14. The parties are independent contractors performing public functions provided by law, and each will act according to its own responsibility. For the Commission the exclusive remedy for its torts will be the Georgia Tort Claims Act., O.C.G.A. §§ 50-21-20 *et seq.*
15. The term of this Agreement will be for the conduct of the 2024 general election including any runoff.
16. This Agreement is intended to establish a protocol for the conduct of the election of District Supervisors, subject to and in accord with relevant law and rules. It is the entire Agreement and instruction for its purpose outside such law and rules, and therefore any changes in the Agreement must be in writing and agreed to by both parties.

IN WITNESS WHEREOF, the Commission and the Superintendent have executed this Agreement as of the date shown below.

GA SOIL & WATER CONSERVATION COMMISSION



BY: _____ 03/08/24
Mitch Attaway, Executive Director Date

_____ COUNTY, GEORGIA

BY: _____
Election Superintendent Date

**SOIL & WATER CONSERVATION DISTRICT SUPERVISOR
NOMINATING PETITION REVIEW FORM**

County: FULTON Date of Election: November 5, 2024

Candidate's Name: Alan Otwell Toney

Candidate's Address: 330 River knoll Drive

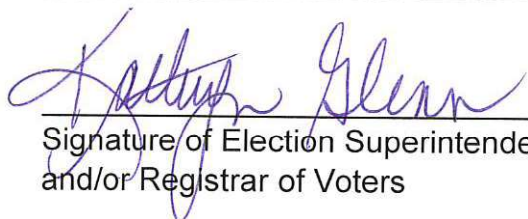
Sandy Springs, Fulton, Georgia 30328

PLEASE CHECK ONE:

☒ I certify that the Nominating Petition of the above candidate has been reviewed and found to be correct and that the above candidate's name is eligible to be placed upon the ballot.

☐ I certify that the Nominating Petition for the above candidate was found to contain the following errors and that the above candidate's name is **NOT** eligible to be placed upon the ballot.

Errors Found: _____



Signature of Election Superintendent
and/or Registrar of Voters

Registration Manager/Registrar
Title

03/18/24
Date

Please return this form to:

Mitch Attaway, Executive Director
Georgia Soil & Water
Conservation Commission
4310 Lexington Road
Athens, GA 30605
or by FAX to 706-552-4486 or email
karen.bruce@gaswcc.ga.gov

**REPORT OF ELECTIONS SUPERINTENDENT
SOIL & WATER CONSERVATION DISTRICT SUPERVISOR
ELECTION**

The following is a true and correct report of the election superintendent for _____
County, Georgia, of the election for the district supervisors of the _____ Soil
and Water Conservation District. I respectfully submit the following report of votes cast for
qualified candidates:

- | | |
|-------------------------|--------------|
| 1. Votes cast for _____ | Number _____ |
| 2. Votes cast for _____ | Number _____ |
| 3. Votes cast for _____ | Number _____ |
| 4. Votes cast for _____ | Number _____ |
| 5. Votes cast for _____ | Number _____ |
| 6. Votes cast for _____ | Number _____ |

I certify that to the best of my knowledge; the above report is true and correct.

<hr/> Date	<hr/> Elections Superintendent
-------------------	---------------------------------------

**Return to: Mitch Attaway
Executive Director
Georgia Soil & Water Conservation Commission
4310 Lexington Road
Athens, GA 30605**

or by FAX to 706-552-4486 or email karen.bruce@gaswcc.ga.gov



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0259

Meeting Date: 4/17/2024

Department

Registration & Elections

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

Request approval of an Intergovernmental Agreement, Registration & Elections to conduct Special Elections in conjunction with the General Election on November 5, 2024, and the General Election Runoff on December 3, 2024, for City of Atlanta and City of East Point.

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

Under the provision of the Georgia Election Code, Section 21-2-45(c)(2), City may, by ordinance, authorize the County to conduct such election.

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: Fulton County has been requested to conduct Special Elections in conjunction with the General Election on November 5, 2024, and the General Election Runoff on December 3, 2024, for City of Atlanta and City of East Point.

Scope of Work: Intergovernmental Agreement for Fulton County to conduct Special Elections in conjunction with the General Election on November 5, 2024, and the General Election Runoff on

December 3, 2024, for City of Atlanta and City of East Point.

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

Department Recommendation: Department of Registration & Elections requests approval.

Project Implications: The approval of this proposed Intergovernmental Agreement will ensure the Department to follow state election laws.

Community Issues/Concerns: Department of Registration & Elections is not aware of any community issues or concerns with this proposed Intergovernmental Agreement (IGA).

Department Issues/Concerns: Department of Registration & Elections has no issues or concerns with this proposed Intergovernmental Agreement (IGA).

Fiscal Impact / Funding Source: None

Exhibits Attached:

Exhibit 1A: Intergovernmental Agreements: City of Atlanta

Exhibit 1B: Intergovernmental Agreements: City of East Point.

Contact Information:

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

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF ELECTION SERVICES
BETWEEN FULTON COUNTY, GEORGIA and
CITY OF EAST POINT, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 18th day of March, 2024, between Fulton County, Georgia (“County”), a political subdivision of the State of Georgia, and the City of East Point, Georgia (“City”), a municipal corporation lying wholly or partially within the County (each a “Party” and collectively the “Parties”).

WHEREAS, the Parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct the City’s 2024 general election and potential runoff elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality, via adoption of an ordinance, may authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may request that the county perform all duties as superintendent of elections as specified in Title 21 of Georgia Law.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 - CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the Parties that any elections which the County has agreed to perform based on the City’s request

("City Elections") shall be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each election that the City would like the County to perform, the City, at its sole option, shall submit to County a request for the County to conduct the City's election, in the form attached hereto as Exhibit A. Requests must be made and received at the address specified in the Notice Section below no later than March 31, 2024 to allow the County sufficient advance time and notice to adequately prepare to conduct the City Election. If a request is not made and received within the prescribed time, the County shall not conduct the City's election even if the City has so requested the County conduct an election.

1.3 In the event the City requires a special election as defined by O.C.G.A. § 21-2-2(33), the City and the County shall confer as allowed by law and determine the cost the City will pay for the County's election services, and a mutually convenient date to conduct any such election.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by the Chairman or on behalf of the governing authority of Fulton County, Georgia and will terminate on December 31, 2024, unless otherwise terminated as set forth herein.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, and contingent upon the City's timely request and agreement by the County to conduct a City election, each Party shall provide any or all of the following enumerated services for the election to be held November 5, 2024, and any associated runoff elections which may occur:

3.1 The County, through the Department of Registration and Elections ("DRE") or their designee(s), shall be responsible for:

- a) Designating early and advance voting sites and hours;
- b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;
- c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);
- d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;
- e) Preparing and submitting to the City Clerk, as required by O.C.G.A. § 21-2-224(e), a list of electors;

- f) Performing duties of elections Superintendent and absentee ballot clerk for the November 5, 2024 City Election;
- g) Performing logic and accuracy testing as required by Sections 183-1-12-.08 of the Official Compilation of Rules and Regulations of the State of Georgia;
- h) Providing staff, equipment and supplies for conducting the November 5, 2024 City general election at City polling places on City Election days and for conducting recounts as may be required;
- i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed; and
- j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

- a) Recommending, with the understanding that the County shall make the final determination of, early voting sites and hours of operation to the County in conformance with current election laws and regulations;
- b) Adopting Election ordinances pursuant to O.C.G.A. § 21-2-45(c);
- c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*;
- d) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131;
- e) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, as it may be amended;
- f) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;
- g) Verifying the City's voter list and street maintenance files by October 4, 2024.
- h) Providing the County with an electronic copy of referendums that must be placed on a ballot;

- i) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and
- j) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 - COMPENSATION AND CONSIDERATION

4.1 In consideration, the City shall pay the estimated cost the County will incur while conducting the City's requested election services.

4.2 The City's estimated payment is presently \$0.00, as the County does not anticipate any additional cost to provide the City's requested election services.

4.3 If the actual cost to the County to conduct the City's requested elections services exceeds the City's estimated payment, the City shall pay such excess amount to the County within thirty (30) days of the County's request for such payment. Failure on the part of the City to remit payment timely is a material breach of this Agreement.

4.4 Notwithstanding any provision in this Agreement to the contrary, and in compliance with O.C.G.A. § 21-2-45(c), the City understands and agrees that it shall be responsible for paying all costs incurred by the County in performing the City's requested election services.

ARTICLE 5 - LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement

from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 To the extent allowed by law, the City agrees to defend and hold harmless the County with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the County may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees.

5.4 To the extent allowed by law, the County agrees to defend and hold harmless the City with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the City may be subjected as a consequence of or as a result of willful misconduct on the part of the County and/or its employees.

5.5 It is the intent of the Parties for them, along with their officials, officers, employees and agents to be covered under the auspices of any applicable immunity granted by law, including sovereign immunity and official or qualified immunities.

5.6 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6 - EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the DRE and under the supervision of the Fulton County Director of the DRE.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 7 - RECORDKEEPING AND REPORTING

7.1 The DRE is the central repository for all DRE records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8 - E-VERIFY AND TITLE VI

Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 9 - AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

ARTICLE 10 - TERMINATION AND REMEDIES

Either Party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other Party delivered at least thirty (30) days prior to the effective date of the termination. Upon termination, the City shall be responsible for any and all costs the County has incurred, for preparation and/or performance of the City Election, up to receipt of notice to terminate this Agreement. Without terminating this Agreement, the County may suspend, delay, or interrupt all or any part of its responsibilities under this Agreement for the period of time that the County determines appropriate for its convenience.

ARTICLE 11 - NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested, or statutory overnight delivery. The Parties further agree to provide to each other non-binding duplicate electronic mail notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk. Notices shall be addressed to the Parties at the following addresses:

If to the County: Fulton County Board of Registration and Elections
 Attn: Director
 130 Peachtree St SW, Suite 2186
 Atlanta, Georgia 30303

With a copy to: Fulton County Office of the County Attorney

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

If to the City:

City Clerk

With a copy to:

City Attorney

ARTICLE 12 - NON-ASSIGNABILITY

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

ARTICLE 13 - 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. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All Parties must sign any subsequent changes in the Agreement.

ARTICLE 14 - SEVERABILITY, VENUE AND ENFORCEABILITY

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 effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

ARTICLE 15 - BINDING EFFECT

This Agreement is intended for the benefit of the Parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

ARTICLE 16 - 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. Electronic signatures shall have the same weight and effect of wet signatures.

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

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DATE:

Attest: _____
Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

APPROVED AS TO SUBSTANCE:

Nadine Williams, Director
Fulton County Department of Registration
and Elections

[Signatures Continued on Following Page]

CITY OF EAST POINT, GEORGIA

Deana Holiday Ingraham

AF32062C45613E707519AE34173445EA

contractworks

Mayor



APPROVED AS TO FORM:

Erin Wiggins

65A93658E83FF2CED005F4D8546C4EA3

contractworks

City Attorney

APPROVED AS TO SUBSTANCE:

Keshia McCullough

DBFE209E5ECDFB4B8B9DF0953813E16D

contractworks

City Clerk

EXHIBIT A

As per the Agreement executed on _____, the City of East Point, hereby requests that Fulton County conduct its General and potential Runoff Elections beginning on November 5, 2024 within the boundary of Fulton County.

The last day to register to vote in this election is October 7, 2024.

The list of early voting locations will be forthcoming.

This _____ day of _____, 2024.

City Clerk

Fulton County, Georgia agrees to conduct the City of East Point's General and potential Runoff Elections beginning on November 5, 2024, within the boundary of Fulton County.

This _____ day of _____, 2024.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0260

Meeting Date: 4/17/2024

Department

Registration & Elections

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

Request approval of Right of Entry and Access Agreement, Registration & Elections with City of Sandy Springs to utilize existing facility located at 6110 Blue Stone Road, Fulton County, Sandy Springs, Georgia 30328 during 2024 Elections: General Election / Non-Partisan Election on May 21, 2024, General Election Runoff on June 18, 2024, November 5, 2024, and the General Election Runoff on December 3, 2024.

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

Pursuant to Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia "[t]he state, or any institution, department, or other agency thereof, and any county, municipality, school district, or other political subdivision of the state may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide.

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background: The Fulton County Department of Registration & Elections request

approval of Right of Entry and Access Agreement with City of Sandy Springs to utilize existing facility located at 6110 Blue Stone Road, Fulton County, Sandy Springs, Georgia 30328 for the 2024 May Primary/Runoff & November General and Runoff elections.

Scope of Work: The Department of Registration & Elections will utilize above-mentioned facilities to conduct voting for the 2024 election cycle.

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

Department Recommendation: Department of Registration & Elections requests approval.

Project Implications: The approval of this agreement will allow for an Early voting location in the area.

Community Issues/Concerns: The Department of Registration & Elections is not aware of any community issues or concerns with the proposed agreement.

Department Issues/Concerns: The Department of Registration & Elections has no concerns or issues.

Exhibits Attached:

Exhibit 1: Right of Entry and Access Agreement

Contact Information:

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

Fiscal Impact / Funding Source: N/A

RIGHT OF ENTRY AND ACCESS AGREEMENT

This Right of Entry and Access Agreement (the “**Agreement**”), dated as of _____, 2024 is made and entered into by and between the City of Sandy Springs, Georgia (“**Owner**”) and the Fulton County, Georgia (“**User**”).

Recitals:

A. User has requested permission to conduct a Polling Site (each an “**Event**” and together the “**Events**”) with a varied amount of guests on a parcel of land which includes an existing facility located at 6110 Blue Stone Road, Fulton County, Sandy Springs, Georgia 30328 (the “**Building**”) and including, parking spaces designated by Owner (the “**Parking**”) and common areas on that tract of land (the “**Common Areas**” and, together with the Building and the Parking, the “**Facility**”). The Facility is more particularly described on Exhibit A attached hereto and made a part hereof for all purposes.

B. Owner has agreed to allow User to conduct the Events and User has agreed to comply with the terms and conditions set forth herein.

AGREEMENT:

In consideration of the Facility, and for other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, Owner and User agree as follows:

1. Grant of License. Owner hereby grants User a license (the “License”) to use the Facility between the hours of 3:00 a.m. and 11:59 p.m., on:

- i. April 29, 2024 – May 17, 2024 for the May 21, 2024 General Primary / Nonpartisan Election
- ii. October 15, 2024 – November 1, 2024 for the November 5, 2024 General Election
- iii. As Soon as Possible, but No Later than November 25, 2024 – November 27, 2024 for the December 3, 2024 Runoff Elections for Federal Offices

for the purpose of conducting the Events (including all set-up and cleaning before and after the Event), subject to the terms and conditions set forth in this Agreement.

2. License Fee.

a. For the License, User agrees to pay Owner a license fee of \$0.00, plus additional fees for services provided by Owner, due and payable upon execution of this Agreement based on the following rates:

Facility License Fee	<u>\$0.00</u> (<u>\$0.00</u> per Event)
Additional Services	<u>\$0.00</u> (<u>\$0.00</u> per Event)

TOTAL FEES: \$0.00

b. In the event User does not provide Owner written notice at least two (2) business days prior to the date of an Event of its intent not to use the Facility for that Event, the license fee for that Event will not be refundable.

3. Duty of Care; Compliance with Laws. User agrees to exercise due care in preparing for and conducting the Events to avoid (a) interference with access to the Facility, (b) injury to persons in and around the Facility, and (c) damage to the Facility. User will comply and will use its best efforts to cause its servants, employees, contractors, agents, visitors, invitees and guests involved with or participating in the Events to comply with all applicable laws, ordinances, codes, orders, rules and regulations of any governmental agency or authority.

4. Restoration of the Facility. Upon completion of each Event, the User will restore the Facility to the condition it existed in prior to the Event; provided, however, the Owner will remove and properly dispose of all trash and refuse generated by the Event. User shall be responsible for any and all damage to the Facility or any of the contents contained therein caused by it or by any of its servants, employees, contractors, agents, visitors, invitees and guests involved with or participating in the Event. A walk thru of the Facility will be conducted before and after the event.

5. Assumption of Risk. User assumes the risk of any loss or damage to its property or the property of any person or entity authorized by it to be on the Facility. Owner, Fulton County, the State of Georgia and each of their respective partners, officers, agents, servants, employees and contractors shall not be responsible or liable for any loss of, or damage to, property while on the Facility regardless of how the loss or damage is sustained.

6. Utilities. Owner will furnish to the Facility during each Event central heat and air conditioning in season, at such temperatures and in such amounts as are considered by Owner to be standard.

7. Default. In the event that User fails to pay any amounts due under this Agreement, or fails to perform, comply with or observe any of the covenants or conditions under this Agreement immediately after Owner notifies User of such non-monetary default, and in addition to any remedy at law or equity Owner is entitled to exercise, the License granted hereunder shall automatically terminate and be of no further force and effect and User, its servants, employees, contractors, agents, visitors, invitees and guests shall immediately vacate the Facility. At such time as User cures such default thereunder, whether monetary or non-monetary, the License granted hereunder shall automatically be reinstated and User shall be entitled to resume full use of the Facility in accordance with the terms and conditions of this Agreement.

8. Assignment. User shall have neither the right nor power to assign or in any way transfer this Agreement or any rights or duties contained herein without the express written consent of Owner.

9. Binding Effect. The terms and provisions of this Agreement shall inure to the benefit of, and shall be binding upon the heirs, successors, assigns and legal representatives of Owner and User.

10. Counterparts. This Agreement may be executed in multiple counterparts and by the parties by separate counterparts, each of which shall be deemed an original and all of which shall constitute but one agreement.

EXECUTED as of the day and year first written above.

OWNER:

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Russell K. Paul, Mayor

ATTEST:

By: _____
Raquel D. Gonzalez, City Clerk

USER:

FULTON COUNTY, GEORGIA

By: _____
Title: _____

APPROVED AS TO FORM:

Fulton County Attorney's Office

APPROVED AS TO SUBSTANCE:

Nadine Williams, Director
Fulton County Board of Registration and Elections

EXHIBIT A
DESCRIPTION OF FACILITY



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0261

Meeting Date: 4/17/2024

Department

Finance

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

Ratification of March 2024 Grants Activity Report.

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

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

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

Open and Responsible Government

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

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

The Fulton County March 2024 Grants Activity Report (GAR) Exhibit 1: BOARD GRANTS RATIFICATION SUMMARY summarizes grants submitted/pending and awarded for the period March 1, 2024 - March 31, 2024.

Fulton County departments report the following grants activity:

- Applications Submitted/Pending: 3 (\$153,036.00 + \$Cash Match)
- Applications Awarded: 5 (\$1,322,298.05 + \$15,195.00 Cash Match)

The following Strategic Priority Areas are Impacted by March 2024 grant applications:

- Justice and Safety
- Health and Human Services
- Infrastructure and Economic Development
- Regional Leadership

The Fulton County March 2024 Grants Activity Report (GAR) Exhibit 2: ALL GRANTS ACTIVITY summarizes cumulative grants activity through March 31, 2024. Fulton County departments report the following grants activity:

- Total Applications Submitted/Pending: 13 (\$2,072,332.20 + \$30,428.00 Cash Match)
 - Total Applications Awarded: 13 (\$2,047,222.94 + \$34,806.18 Cash Match)
- Total Grant Applications Denied: 0 (\$0.00 + No Cash Match)



FULTON COUNTY FY2024 GRANTS ACTIVITY REPORT March 2024

Presented to:
Fulton County Board of Commissioners
Wednesday, April 17, 2024
Recess Meeting

Provided by: Fulton County Finance Department, Grants Administration Division



Exhibit 1: Board Grants Ratification Summary

Grants Submitted and/or Awarded March 1, 2024 - March 31, 2024

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

EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY

Fulton County FY2024 March Grants Activity Report

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

Grant Applications Submitted and/or Awarded March 1, 2024 Through March 31, 2024 Requiring BOC Ratification

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status	Previous Award from Grantor
JUSTICE AND SAFETY							
Juvenile Court	Criminal Justice Coordinating Council	Juvenile Family Treatment Court-HOPE Program	Request approval to apply and accept a repeat grant from the Criminal Justice Coordinating Council in the amount of \$67,248.00 for Juvenile Family Treatment Court- HOPE (Helping Our Parents Excel) Program, which provides substance abuse treatment services and promote health, safety and welfare of children with evidence-based programs and prevention strategies to parents and/or legal guardian who have been assessed to have a substance use disorder. The grant requires an in-kind match of \$11,867.00, which will be covered by staff time on the grant. <i>*There was a small decrease in the award for FY24.</i> No County Cash Match	\$ 67,248.00	\$ -	Pending	\$ 79,389.00
Juvenile Court	Criminal Justice Coordinating Council	Juvenile Drug Court-CHOICES Program	Request approval to apply and accept a repeat grant from the Criminal Justice Coordinating Council in the amount of \$59,812.00 for Juvenile Drug Court-CHOICES (Choosing Healthy Options Increase Confidence, Excellence and Success) Program. The program provides alcohol and other drug treatment services for Juveniles, who have been assessed to have a substance use disorder and/or dependent upon alcohol. The program strives to reduce substance abuse use and recidivism of participants through evidence-based individual, family, and group interventions and treatment. The grant requires an in-kind match of \$10,555.00, which will be covered by staff time on the grant. No County Cash Match	\$ 59,812.00	\$ -	Pending	\$ 31,512.00
Magistrate Court	Criminal Justice Coordinating Council	Misdemeanor Mental Health Court	Request approval to apply and accept a repeat grant from the Criminal Justice Coordinating Council in the amount of \$25,976.00. The funds will support Fulton County's Misdemeanor Mental Health Court, which will divert and supporting misdemeanor defendants diagnosed with mental health issues. The program assists with participant surveillance, drug screening and transportation. The grant requires an in-kind match of \$4,584.00, which will be covered by staff time on the grant. No County Cash Match	\$ 25,976.00	\$ -	Pending	\$ 24,460.00
Police	Atlanta Regional Commission	Urban Area Security Initiative (UASI) Program	Request approval to accept a repeat grant from the Atlanta Regional Commission in the amount of \$456,000.00. Fund will be used for first responder drone system and accessories, raid eight detection and training kits, CNC live yearly subscription/service support and training, aviation existing aircraft yearly service support, portable deployable security camera system and three (3) 2024 Ford F250 Crew Cab and SWAT equipment. This grant is broken down into three terms and amounts: 1. FY21 award \$46,000.00 - ends 6/30/2024 2. FY22 award \$329,000.00 - ends 5/31/2025 3. FY23 award \$81,000.00 - ends 9/30/2025 No County Cash Match	\$ 456,000.00	\$ -	Awarded	\$ 89,000.00
Subtotal:				\$ 609,036.00	\$ -		
HEALTH AND HUMAN SERVICES							
Select Fulton	Technical College System of Georgia	Youth Program	Request approval to accept a repeat grant from the Technical College System of Georgia (Georgia Workforce Innovation and Opportunity Act) in the amount of \$556,993.00 to address employment, training services and skill upgrades for Fulton County youth ages 16-24, who are in and out of high school low income, pregnant, disabled, and those who experience barriers to education and employment and move them into post-secondary educational pipelines and prepare them for emerging occupations in the global economy. <i>*There was small decrease in the FY24 award.</i> No County Cash Match	\$556,993.00	\$ -	Awarded	\$ 611,914.00
Subtotal:				\$ 556,993.00	\$ -		
ARTS AND LIBRARIES							

EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY

Fulton County FY2024 March Grants Activity Report

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

Grant Applications Submitted and/or Awarded March 1, 2024 Through March 31, 2024 Requiring BOC Ratification

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status	Previous Award from Grantor
INFRASTRUCTURE AND ECONOMIC DEVELOPMENT							
Public Works	Georgia Department of Transportation (GDOT)	2024 Local Road Assistance (LRA)	Request approval to accept a new grant from Georgia Department of Transportation in the amount of \$17,330.05 to resurface Wendell Drive between Wendell Court and the property line at 3700 Wendell Drive a distance of approximately 1000 feet within Fulton County. No County Cash Match	\$ 17,330.05	\$ -	Awarded	N/A
Public Works	Federal Aviation Administration and Georgia Department of Transportation (GDOT)	Fulton County Airport-Runway Safety Area Improvement-Environmental Assessment	Request approval to accept a new grant from the Federal Transportation Administration in the amount of \$273,520.00 and Georgia Department of Transportation in the amount of \$15,195.50, which is a total amount of \$288,715.50 for projects that were included in the Airport's Master Plan to address and improve airport safety per FAA guidelines: This includes Runway 8-26 Obstruction Clearing east of Fulton Industrial Boulevard; Runway 8-26 Extensions and installation of an Engineered Material Arresting System (EMAS) on the Runway 8 and 26 Ends; and Taxiway I improvements. The funding supports tree clearing, safety area grading (including borrow pits), installation of culverts and MSE wall, installation of the EMAS System and lead-in ramp, the relocation of existing localizer beyond the new safety area limits, associated airfield electrical improvements, drainage improvements, markings, and erosion control. Design, permitting, and construction of projects included in this EA will be phased to accommodate airport operations and budget constraints. There is an environmental analysis that will address the potential effects of the proposes action and reasonable alternatives. The grant requires a cash match of \$15.195.50, which is within the FY24 Fulton County Airport budget. County Cash Match: \$15.195.50	\$ 288,715.50	\$ 15,195.50	Awarded	N/A
Subtotal:				\$ 306,045.55	\$ 15,195.50		
OPEN AND RESPONSIBLE GOVERNMENT							
REGIONAL LEADERSHIP							
County Manager	ACCG (Advancing Georgia's Counties) Civic Affairs Foundation	Georgia County Internship Program	Request approval to accept a repeat grant from ACCG Civic Affairs Foundation in the amount of \$3,259.50. The funding will cover costs for one (1) intern working within the County Manager's office between May 1, 2024 through September 1, 2024. No County Cash Match	\$ 3,259.50	\$ -	Awarded	N/A
Subtotal:				\$ 3,259.50	\$ -		
TOTAL:				\$ 1,475,334.05	\$ 15,195.50		



Exhibit 2: All Grants Activity

Cumulative Through March 31, 2024

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

EXHIBIT 2: ALL GRANTS ACTIVITY

CUMULATIVE & CURRENT PERIOD (AS OF March 31, 2024)

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

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

ALL GRANTS ACTIVITY						
All Grants	Prior Period Grants	Prior Period Funds	Current Period Grants: 3/1/2024-3/31/2024	Current Period Funds: 3/1/2024-3/31/2024	Cumulative Total Grants	Cumulative Total Funds
Grants Pending^	10	\$ 1,919,296.20	3	\$ 153,036.00	13	\$ 2,072,332.20
Grants Awarded	8	\$ 724,924.89	5	\$ 1,322,298.05	13	\$ 2,047,222.94
Grants Denied	0	\$ -	0	\$ -	0	\$ -
Cash Match Requested-2024	-	\$ 50,038.68	0	\$ 15,195.50	-	\$ 65,234.18
Total:	18	\$ 2,694,259.77	8	\$ 1,490,529.55	26	\$ 4,184,789.32

ALL GRANTS AWARDED, NEW VS. RENEWAL						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 3/1/2024-3/31/2024	Current Period Funds: 3/1/2024-3/31/2024	Cumulative Total Grants	Cumulative Total Funds
New Grant Awards	1	\$ 425,000.00	3	\$ 1,016,252.50	4	\$ 1,441,252.50
Renewal/Repeat Grant Awards	7	\$ 299,924.89	2	\$ 306,045.55	9	\$ 605,970.44
Total:	8	\$ 724,924.89	5	\$ 1,322,298.05	13	\$ 2,047,222.94

ALL GRANTS AWARDED, COMPETITIVE VS. FORMULA						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 3/1/2024-3/31/2024	Current Period Funds: 3/1/2024-3/31/2024	Cumulative Total Grants	Cumulative Total Funds
Competitive Grant Awards	4	\$ 150,600.00	1	\$ 3,259.50	5	\$ 153,859.50
Formula Grant Awards^^	4	\$ 574,324.89	4	\$ 1,319,038.55	8	\$ 1,893,363.44
Total:	8	\$ 724,924.89	5	\$ 1,322,298.05	13	\$ 2,047,222.94

^Includes 5 grants that were pending at the end of 2023 and carried over for tracking in 2024. **NOTE:** (\$238,216.64) was not approved during the Feb24 BOC meeting.

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



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0264

Meeting Date: 4/17/2024

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

Presentation of Proclamations and Certificates.

Proclamation recognizing “Autism Awareness Month.” **(Abdur-Rahman/Ellis)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0266

Meeting Date: 4/17/2024

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

MARTA Quarterly Update



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0267

Meeting Date: 4/17/2024

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

Invest Atlanta Briefing



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0268

Meeting Date: 4/17/2024

Department

County Manager

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

Presentation of the Fulton County Operational Report.

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

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

Open and Responsible Government

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0269

Meeting Date: 4/17/2024

Department

Finance

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

Presentation, review, and approval of April 17, 2024, Budget Soundings and Resolution.

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

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

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

Open and Responsible Government

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

Summary & Background

The April 17, 2024 Soundings request is submitted for your review and approval. Below is a brief summary of each request and related justification.

GENERAL FUND:

STRATEGIC PRIORITY AREA: OPEN AND RESPONSIBLE GOVERNMENT

- **Modify the 2024 Annual Hardware and Software Maintenance and Support list - (PAGE 3)**

The BOC approval is requested to modify the Annual Hardware and Software Maintenance List (AML) approved as part of the FY2024 Adopted Budget. The requested changes will be funded within Non-Agency's existing budget and will not result in any budget adjustments. (Inmate Services)

The Sheriff's Office requests to add vendor: Thomson Reuters-West to the FY2024 AML list. These were mistakenly omitted from the FY24 AML. No additional funding is requested.

Annual Hardware and Software Maintenance and Support List - 2024								
Type	Vendor Name	Product Name	Description	User Agency	2024 Expenditure	Add'l Amt	Funding Source	Comments
Software	Thomas-Reuters West	Westlaw Correctional	Online Information for Law Library for Attorneys and Librarians	Sheriff	\$8,649	0	Non-Agency	Add to the FY24 AML

Included in Soundings per the County Manager's direction.

**RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS TO
AMEND FULTON COUNTY'S CURRENT BUDGET ON APRIL 17, 2024 TO MODIFY
DEPARTMENTAL BUDGETS, AND OTHER PURPOSES**

WHEREAS, O.C.G.A. § 36-81-3 provides that counties have the authority to adopt an ordinance to establish their own fiscal year and budget preparation process; and

WHEREAS, the Board of Commissioners of Fulton County has determined that it is in the best interest of the County to have a streamlined budget preparation process that provides the necessary legal requirements and removes previous time consuming and burdensome practices; and

WHEREAS, O.C.G.A. § 36-81-3 provides that a county may amend its budget to adapt to changing governmental needs during the budget period; and

WHEREAS, O.C.G.A. § 36-81-3(d) provides that amendments shall be made as follows:

(1) Any increase in appropriation at the legal level of control of the local government, whether accomplished through a change in anticipated revenues in any fund or through a transfer of appropriations among departments, shall require the approval of the governing authority. Such amendment shall be adopted by ordinance or resolution;

(2) Transfers of appropriations within any fund below the local government's legal level of control shall require only the approval of the budget officer; and

(3) The governing authority of a local government may amend the legal level of control to establish a more detailed level of budgetary control at any time during

the budget period. Said amendment shall be adopted by ordinance or resolution;
and

WHEREAS, the legal level of control for Fulton County is the departmental level.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Fulton County, Georgia, that, pursuant to O.C.G.A. § 36-81-3(d), the current budget is hereby amended by approval of the attached departmental budget modifications.

BE IT FURTHER RESOLVED THAT all resolutions or parts thereof in conflict herewith are hereby repealed.

SO PASSED AND ADOPTED, this 17th day of April, 2024.

FULTON COUNTY BOARD OF COMMISSIONERS

Robert L. Pitts, Chairman

ATTEST:

APPROVED AS TO FORM:

Tonya Grier

Y. Soo Jo

Clerk to the Commission

County Attorney

[https://fc0365.sharepoint.com/sites/CountyAttorney/CALegislation/Finance/Resolutions/Soundings and Budget Amendment/Resolution to Amend the Budget for Soundings.Template 2024.general.docx](https://fc0365.sharepoint.com/sites/CountyAttorney/CALegislation/Finance/Resolutions/Soundings_and_Budget_Amendment/Resolution%20to%20Amend%20the%20Budget%20for%20Soundings.Template%202024.general.docx)



APRIL BUDGET SOUNDINGS

April 17, 2024

Presented

to the

Board of Commissioners

by the

Finance Department

GENERAL FUND

Strategic Priority Area: Open and Responsible Government

Action Required:

Modify the 2024 Annual Hardware and Software Maintenance and Support List

Annual Hardware and Software Maintenance and Support List - 2024								
Type	Vendor Name	Product Name	Description	User Agency	2024 Expenditure	Add'l Amt	Funding Source	Comments
Software License	Thomson-Reuters-West	West Proflex Database	Online Information for Law Library for Attorneys and Librarians	Sheriff	\$8,649	\$0	Non Agency	Add to the FY24 AML

Purpose (Justification):

The BOC approval is requested to modify the Annual Hardware and Software Maintenance List (AML) approved as part of the FY2024 Adopted Budget. The requested changes will be funded within Non-Agency's existing budget and will not result in any budget adjustments. (Inmate Services)

The Sheriff's Office requests to add vendor: Thomson Reuters-West to the FY2024 AML list. These were mistakenly omitted from the FY24 AML. No additional funding is requested.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0270

Meeting Date: 4/17/2024

Department

Real Estate and Asset Management

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

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 23ITB138805C-GS, Carpet, Carpet Installation and Repair Services Countywide in the total amount of \$345,000.00, with (A) G.S.A.T. Restoration, Inc. dba Paul Davis of North Atlanta (Norcross, GA) in the amount of \$145,000.00; (B) HPI Floor, LLC (Atlanta, GA) in the amount of \$125,000.00; and (C) Brad Construction Company II, LLC (Fayetteville, GA) in the amount of \$75,000.00, to provide carpet, carpet tile installation and repair services for Countywide facilities. Effective upon execution of contracts through December 31, 2024, with two renewal options.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: This contract will Carpet, Carpet Tile Installation and Repair Services Countywide on an "as-needed" basis for Fulton County facilities for fiscal year 2024.

Scope of Work: These contracts furnish all materials, labor, tools, equipment, and appurtenances necessary to provide carpet and carpet tile installation and repair to facilities Countywide, including the removal and reinstallation of existing furniture when required and the removal and disposal of

existing carpet/carpet tiles.

The upkeep of Fulton County facilities is an essential function of this Department. These contracts are a vital part of our ability to maintain safe, functional, and aesthetically sound facilities. Without these contracts, flooring within Fulton County facilities could go without necessary maintenance and provide for a potentially hazardous environment. The deterioration of floor coverings in many well-traveled locations like court rooms and public corridors could be a cause for tripping hazards and health hazards from deteriorating carpets.

Community Impact: These contracts are necessary to maintain safe, functional, and comfortable flooring for the patrons and employees in County facilities.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of the lowest responsible bidders for fiscal year 2024.

Basis of Award:

The recommendation for the award was based on the bidders' prices for pulling up and removing existing carpet and furnishing and installation of new carpet tiles according to the specific project descriptions mentioned for Line Items #1 thru #9 for in the Bid Form. Thereafter, totaling the nine-line items for the total Base Bid Amount to determine the lowest responsible bidders to provide carpet, carpet tile installation and repair services Countywide.

Award Recommendation:

The Department received and evaluated four (4) bids to the solicitation

After careful review of these bids, DREAM recommended three (3) overall lowest and most responsive and responsible bidders: G.S.A.T. Restoration the overall lowest, HPI Floor the 2nd most responsible, and Brad Construction the 3rd most responsible, to provide carpet installation and repair services countywide on an as-needed basis for Fulton County for FY2024.

	Recommended Bidder	Base Bid	Award Authority
1	G.S.A.T. Restoration	\$20,355.04	\$145,000.00
2	HPI Floor, Inc.	\$23,649.11	\$125,000.00
3	Brad Construction	\$30,208.81	\$75,000.00
	Total		\$345,000.00

Selecting three (3) carpet installation contractors provides us with the maximum flexibility and sufficient manpower resources to perform the required replacement and installation of new carpet flooring within all Countywide facilities in an expeditious manner. Two (2) of the three (3) recommended Carpet contractors have a current or previous contract with Fulton County and have performed excellent and highly competent as a Carpet contractor for Fulton County as stated in their performance reports (see Exhibit 2).

Project Implications: These contracts ensure worn carpet is replaced in a timely manner. Without these contracts, flooring within Fulton County facilities could go without necessary maintenance and provide for a potentially hazardous environment.

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

Department Issues/Concerns: If these contracts are not approved, the Department does not have the resources, specialty tools and equipment to provide carpet and carpet tile installation repair services Countywide.

Contract Modification: This is a new procurement.

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

Contract Value: \$345,000.00

(A)

Prime Vendor: G.S.A.T. Restoration, Inc. dba Paul Davis of North Atlanta

Prime Status: Hispanic Male Business Enterprise

Location: Norcross, GA

County: Gwinnett County

Prime Value: \$113,100.00 or 78.00%

Subcontractor: Prosource

Subcontractor Status: Non-Minority

Location: Norcross, GA

County: Gwinnett County

Subcontractor Value: \$31,900.00 or 22.00%

Total Contract Value: \$145,000.00 or 100.00%

Total Certified Value: \$113,100.00 or 78.00

(B)

Prime Vendor: HPI Floor, LLC

Prime Status: African American Male Business Enterprise

Location: Atlanta, GA

County: Fulton County

Prime Value: \$125,000.00 or 100.00%

Total Contract Value: \$125,000.00 or 100.00%

Total Certified Value: \$125,000.00 or 100.00%

(C)

Prime Vendor: Brad Construction Company II

Prime Status: African American Male Business Enterprise

Location: Fayetteville, GA

County: Fayette County
Prime Value: \$75,000.00 or 100.00%

Total Contract Value: \$75,000.00 or 100.00%
Total Certified Value: \$75,000.00 or 100.00%

Grand Contract Value: \$345,000.00 or 100.00%
Grand Certified Value: \$313,100.00 or 90.75%

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

Exhibit 1: Bid Tabulation Sheet
Exhibit 2: Performance Evaluations
Exhibit 3: Department Recommendation Memo

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$345,000.00
TOTAL: \$345,000.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Agenda Item No.: 24-0270

Meeting Date: 4/17/2024

Funding Line 1:

100-520-5220-1116: General, Real Estate and Asset Management, Building Maintenance- \$245,000

Funding Line 2:

100-520-5221-1116: General, Real Estate and Asset Management, Building Maintenance- \$100,000

Key Contract Terms	
Start Date: Upon Contract Execution	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: TV renewal options

Overall Contractor Performance Rating:

G.S.A.T. Restoration dba Paul Davis-	NR
HPI Floor, Inc.	85
Brad Construction Company II	82

Would you select/recommend this vendor again?

Yes

Report Period Start:
10/1/2023

Report Period End:
12/31/2023

[illegible]

Performance Evaluation Details

ID	E4
Project	Carpet, Carpet Tile Installation and Repair Services
Project Number	20ITB125835C-GS
Supplier	HPI Floors, LLC
Supplier Project Contact	Lawrence E Hollinshead (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	10/01/2023 to 12/31/2023
Effective Date	01/19/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	01/19/2024 11:52 AM EST
Completion Date	01/19/2024 11:52 AM EST
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

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

Comments

The contractor provided material and services of good quality. The Project Manager of the vendor was familiar with Fulton County's contract requirements. All conditions in the contract were complied with.

TIMELINESS OF PERFORMANCE

17/20

Rating

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

Comments

Contractor provided services in a timely manner and within the agreed upon schedule. There were no delays and no inconvenience to customers due to delay in installation.

BUSINESS RELATIONS

17/20

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

The contractor maintained excellent contact and relationship with Fulton County staff who managed the contract. The contractor always responded to calls and questions about product/services

CUSTOMER SATISFACTION

17/20

Rating

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

Comments

Contractor was flexible to work off-hours and on weekends. That ensured timely completion of work. No complaints from any customer about quality of product or services.

COST CONTROL

17/20

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments

Contractor's invoices were in compliance with the price quotes in the ITB. There were no problem related to invoice submission or the amounts invoiced.

GENERAL COMMENTS

Comments

This contractor is a great resource for carpet and other floor covering services

Performance Evaluation Details

ID	E5
Project	Glass and Plexiglas Repair and Maintenance
Project Number	20ITB126868C-CG
Supplier	Brad Construction Company II
Supplier Project Contact	Neal Morrison (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	07/03/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/03/2023 08:46 PM EDT
Completion Date	07/03/2023 08:46 PM EDT
Evaluation Score	82

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

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

Comments

Vendor's performance on the contract was very good. Vendor has technicians and staff that are knowledgeable and experienced. Work performed always met requirements in the contract and quality standards

TIMELINESS OF PERFORMANCE

14/20

Rating

Satisfactory: There are no, or minimal, delays that impact achievement of contract requirements.

Comments

Met timelines and delivery requirements in most cases. There have been delays in some project, like the Juvenile Curtain wall glass replacement, but those were related to supply chain response. There was no serious impact to Department's functioning and quality of work

BUSINESS RELATIONS

17/20

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

Vendor takes effort to maintain good communication with Fulton County's representative. Vendor always responded to calls or returned all calls swiftly. Inquiries and request for information are responded promptly

CUSTOMER SATISFACTION

17/20

Rating

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

Comments

Contractor met requirements of great customer satisfaction when their communication, response to quality issues and professionalism in carrying out work are evaluated. There was no occasion of any negative response from the vendor

COST CONTROL

17/20

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments

Prices are slightly high compared to market rates. However, the task assigned were ones that required high technical skill and unconventional logistics. Invoices were presented in time and the charges were accurate and as required in the contract.

GENERAL COMMENTS

Comments

This contractor has skills and experience beyond glass repair and therefore assists County in multiple ways.



INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM *JD*

DATE: March 11, 2024

SUBJECT: Contractor's Performance Report – G.S.A.T, Restoration Inc. dba Paul Davis of North Atlanta – 23ITB138808C-GS

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: Carpet, Carpet Installation and Repair Services Countywide

PROJECT NO.: 23ITB138805C-GS

CONTRACTOR: G.S.A.T, Restoration, Inc. dba Paul Davis of North Atlanta
1000 Miller Ct. W
Norcross, GA 30071

POC: Wilson Tomala, President

PHONE: (770) 985-1727

EMAIL: wtomala@pauldavis.com

If you have any questions, please contact Khandi Flowers at (404) 612-7944.

JD/TD/JA/kf

C: Tim Dimond, DREAM Deputy Director
John Adams, DREAM Administrator
Willie Perryman, Building Maintenance Manager
Vijay Nair, Building Maintenance 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: March 11, 2024

SUBJECT: Recommendation Award – ITB#23ITB138805C-GS,
Carpet, Carpet Installation and Repair Services
Countywide FY2024

Recommendation: We are recommending approval of the lowest bidders for, Bid# 23ITB138805C-GS, Carpet, Carpet Installation and Repair Services Countywide in the total amount of \$345,000, with (A) G.S.A.T. Restoration, Inc. dba Paul Davis of North Atlanta (Norcross, GA) in the amount of \$145,000; (B) HPI Floor, LLC (Atlanta, GA) in the amount of \$125,000; and (C) Brad Construction Company II (Fayetteville, GA) in the amount of \$75,000, to provide carpet, carpet tile installation and repair services on an “as-needed” basis for Countywide facilities. Effective upon execution of contracts through December 31, 2024, with two renewal options.

DISCUSSION:

Basis of Award:

The recommendation for the award was based on the bidders’ prices for pulling up and removing existing carpet and furnishing and installation of new carpet tiles according to the specific project descriptions mentioned for Line Items #1 thru #9 for in the Bid Form. Therefore, totally these nine-line items for the total Base Bid Amount to determine the lowest responsible bidders to provide carpet, carpet tile installation and repair services Countywide.

Award Recommendation:

The Department received and evaluated four (4) bids to the solicitation. G.S.A.T. Restoration, Inc. dba Paul Davis of North Atlanta submitted the overall lowest base bid of \$20,355.04, then followed by HPI Floor, LLC. the 2nd lowest base bid of \$23,649.11, Brad Construction Company II the 3rd lowest base bid of \$30,208.81, and Greenheart Construction, Inc. the 4th lowest base bid of \$62,601.00.

Therefore after careful review of these bids, we recommended three (3) overall lowest and most responsive and responsible bidders: G.S.A.T. Restoration the overall lowest, HPI Floor the 2nd most responsive, and Brad Construction the 3rd most responsive, to provide carpet installation and repair services countywide on an as-needed basis for Fulton County for FY2024.

	Recommended Bidder	Base Bid	Award Authority
1	G.S.A.T. Restoration	\$20,355.04	\$145,000.00
2	HPI Floor	\$23,649.11	\$125,000.00
3	Brad Construction	\$30,208.81	\$75,000.00
	Total		\$345,000.00

Selecting three (3) carpet installation contractors provides us with the maximum flexibility and sufficient manpower resources to perform the required replacement and installation of new carpet flooring within all Countywide facilities in an expeditiously manner. Two (2) of the three (3) recommended Carpet contractors have a current or previous contract with Fulton County and have performed excellent and highly competent as a Carpet contractor for Fulton County as stated in their performance reports (see Exhibit 2).

These contracts are a time and materials contracts that require covering the cost for all labor, replacement, and installation of new carpet for County facilities. The requested spending authority in the total amount of \$345,000.00 is sufficient to cover the anticipated costs for FY2024.

Authorized Signature: *Joseph Davis*
Joseph N. Davis Date: 3/11/2024
(By Director/Deputy Director)

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

Cc. Tim Dimond, Deputy Director, DREAM
John Adams, Administrator, DREAM
Willie Perryman, Building Maintenance Manager, DREAM
Vijay Nair, Building Maintenance Manager, DREAM
Mark Hawks, CAPA, Team C, Purchasing & Contract Compliance
Gertis Strozier, APA, Team C, Purchasing & Contract Compliance
Harry Jordan, Contract Administrator, DREAM
Khandi Flowers, Contract Administrator, Purchasing & Compliance/DREAM



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0271

Meeting Date: 4/17/2024

Department

Real Estate and Asset Management

Requested Action

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 23ITB122123K-DB, Demolition Services for the Super Inn Hotel and the Executive Inn Hotel in an amount not to exceed \$1,071,000.00 with Complete Demolition Services, LLC (Carrollton, GA) to provide demolition services for the Super Inn Hotel and the Executive Inn Hotel. Effective upon issuance of Notice to Proceed for a period of 160 calendar days.

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

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

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: To provide complete demolition of all buildings and foundations and the removal and dumping of all construction demolition debris for the Super Inn Hotel located at 301 Fulton Industrial Circle, SW, and the adjacent Executive Inn Hotel located at 305 Fulton Industrial Circle, SW, both in Atlanta, Georgia

Scope of Work: The demolition contractor will furnish all management, labor, materials, equipment, tools, and appurtenances necessary to complete the demolition of all buildings and foundations on

the sites to include all electrical supply, water supply piping, drain and sewer piping, erosion control and tree protection. Remove and dump all construction demolition debris. Abatement of asbestos and lead base paint materials is to be conducted prior to demolitions. The sites will be graded, and all excavated areas filled in and leveled to a mowable grade. Seed and straw all disturbed areas.

The Scope of Work includes but not limited to:

- *Demolition Services
- *Quality Control Services
- *Working drawings and specifications for the demolition services
- *Architectural
- *Structural
- *Civil
- *Mechanical
- *Plumbing
- *Electrical
- *Environmental Remediation
- *Decontamination
- *Landscaping
- *Safety Plans

Community Impact: The impact on the community is to create a green space for future development.

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

The recommendation was based on the bidder's lump sum cost to demolish all buildings and foundations on the sites to include all water supply piping, all drain and sewer piping, erosion control and tree protection. The scope of work also includes abatement of asbestos and lead paint materials, and the seeding and strawing of disturbed areas. The lump sum cost includes a \$100,000.00 owner-contingency to determine the total base bid amount for this one-time project.

The County received and evaluated four (4) bid responses to the solicitation.

The recommendation review also included the bidder's submittal of applicable demolition experience and references and professional certifications/licenses needed to effectively complete the scope of work (Utility Contractor license and Environmental Remediation and Decontamination certification), as well as the bidder's ability to provide Surety Bonds contingent upon their successful approval of contract agreement with the County.

The demolition contractor will work in collaboration with the Department of Real Estate and Asset Management, Building Construction Division.

Project Implications: The intent of this project is to demolish the existing hotel structures and create a green space for future development.

Community Issues/Concerns: The Department is not aware of any community issues/concerns at this time.

Department Issues/Concerns: If this contract is not approved, the County does not have the capacity or expertise to perform this demolition of all buildings and foundations on site and remove and dump all construction demolition debris for the Super Inn and Executive Inn Hotels.

Contract Modification: This is a new procurement.

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

Contract Value: \$1,071,000.00
Prime Vendor: Complete Demolition Services, LLC
Prime Status: Non-Minority
Location: Carrollton, GA
County: Carroll County
Prime Value: \$552,100.50 or 51.55%

Subcontractor: Carolyn's Hauling
Subcontractor Status: African American Female Business Enterprise
Location: Redan, GA
County: DeKalb County
Subcontractor Value: \$122,629.50 or 11.45%

Subcontractor: Mogoba, LLC
Subcontractor Status: Disadvantage Business Enterprise
Location: Snellville, GA
County: Gwinnett County
Subcontractor Value: \$246,330.00 or 23.00%

Subcontractor: Jim Boyd Construction
Subcontractor Status: Non-Minority
Location: Albany, GA
County: Dougherty County
Subcontractor Value: \$21,420.00 or 2.00%

Subcontractor: Royalty Hauling
Subcontractor Status: Disadvantage Business Enterprise
Location: Conyers, GA
County: Rockdale County
Subcontractor Value: \$128,520.00 or 12.00%

Total Contract Value: \$1,071,000.00 or 100.00%

Total Certified Value: **\$497,479.50 or 46.45%****Exhibits Attached**

Exhibit 1: Bid Tabulation Sheet

Exhibit 2: Performance Evaluation

Contact Information

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3773

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount: \$0.00

Previous Adjustments: \$0.00

This Request: \$1,071,000.00

TOTAL: \$1,071,000.00

Grant Information Summary

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

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

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

505-520-5200-V275 Major Program: GNRL Program: V275 / Phase:505DEM - Capital, Real Estate and Asset Management, Demolition

Key Contract Terms	
Start Date: Upon issuance of NTP	End Date: 160 calendar days

Agenda Item No.: 24-0271

Meeting Date: 4/17/2024

Cost Adjustment:	Renewal/Extension Terms:
	None

Overall Contractor Performance Rating: New Vendor

Would you select/recommend this vendor again?

Choose an item.

Report Period Start:

Report Period End:



INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM *JD*

DATE: March 20, 2024

SUBJECT: Contractor's Performance Report – 23ITB122123K-DB, Demolition Services for the Super Inn Hotel and the Executive Inn Hotel - Countywide-FY2024

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: Demolition Services for the Super Inn Hotel and the Executive Inn Hotel

PROJECT NO.: 23ITB122123K-DB

CONTRACTOR: Complete Demolition Services, LLC
4198 Castleman Road
Carrollton, GA 30116

POC: James Morehead

PHONE: (770) 830-9996

EMAIL: james.cds@att.net

If you have any questions, please contact Khandi Flowers at (404) 612-7944.

JD/TD/JA/kf

C: Tim Dimond, DREAM Deputy Director
Sam Bakare, DREAM Building Services Manager
John Adams, DREAM Administrator
Harry Jordan, Contract Administrator, DREAM
Khandi Flowers, Contract Administrator, Purchasing/DREAM



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0272

Meeting Date: 5/1/2024

Department

Real Estate and Asset Management

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

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, Bid #23ITB138801C-GS, Janitorial Services for Selected Fulton County Facilities (Groups C, D & G) in an amount not to exceed \$981,071.00 with (A) American Facility Services, Inc. (Alpharetta, GA) in an amount not to exceed \$679,630.00 for Group C (Central Libraries) and Group D (North Fulton Libraries); and (B) Good Success Company, Inc. (Atlanta, GA) in an amount not to exceed \$301,441.00 for Group G (North and Central Senior Centers), to provide janitorial services for selected Fulton County facilities for Fulton County for the remaining eight (8) months of FY2024. Effective dates: May 1, 2024, through December 31, 2024, with two renewal options.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background These contracts provide general cleaning for selected Fulton County facilities (Groups C, D, and G) for the Department of Real Estate and Asset Management (DREAM) for FY2024.

Scope of Work The Janitorial Contractors shall furnish all materials, labor, tools, janitorial

equipment, cleaning supplies, restroom supplies (including feminine products, soap, toilet seat covers, toilet tissue, paper towels, and other required supplies) and equipment necessary to provide the highest quality janitorial services at these facilities which consists of:

- **Group C:** (Central Libraries) - Consists of 6 facilities (Central, Auburn, Martin Luther King, Peachtree, Mechanicsville Libraries and Fulton County Central Warehouse) with a total of 423,952 cleanable sq. ft.
- **Group D:** (North Fulton Libraries) - Consists of 15 facilities (Alpharetta, Milton, Buckhead, Dogwood, East Atlanta, Kirkwood, Northeast Regional, Northside, Adamsville/Collier Heights, Ponce de Leon, Roswell Branch, Sandy Springs, Fulton Library at Ocee, Northwest Atlanta, and East Roswell Libraries) with a total of 225,198 cleanable sq. ft.
- **Group G:** (North Senior Centers) - Consists of 5 facilities (HG Darnell, North Fulton, DC Benson, Dogwood and New Horizons) with a total of 74,002 cleanable sq. ft.; and (Central Senior Centers) which consist of two (2) facilities (Edgewood and Helene S. Mills) with a total of 30,093 cleanable sq. ft.

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

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

Basis of Award

The basis of award recommendation was evaluated on the lowest bid and the bidder's responsiveness to all bid requirements. The recommendation review included each bidder's ability to calculate cleanable square footage costs according to a reputable industry source (that provides an average cost range per square foot for standard facility including day porter services, premium annual events and requisite supplies) to determine the total annual cost for each of the three (3) distinctive Groups: C (Central Libraries- consists of 6 facilities), D (North Fulton Libraries- consists of 15 facilities), and G which consists of 7 total facilities (North Senior Centers- 5 facilities & Central Senior Centers- 2 facilities). The award base bid only included the Original Term - FY2024 pricing for each category.

The recommendation, also, is based upon a new criterion to clean Group G (North and Central Senior Centers). According to Section 7, Contract Compliance Requirements. Bidder (Prime Contractor) must submit with their bid/proposal proof of certification from a verified source (City of Atlanta, U.S. DOT, & GDOT, etc.), this company is a certified SBE (Small Business Enterprise) or SBA (Small Business Administration) entity.

DREAM also considered the experience with previous Cleaning Contracts and consultations with other organizations within the cleaning industry. The goal of this process is to award County Cleaning Contracts to reliable and responsible companies that are financially-sound, with sufficient management expertise and cleaning experience to provide good service in return for the County

funds expended.

Janitorial Contractor must provide references of current customers who can verify the quality of services that the company provides. The County prefers references of similar size and scope of this bid.

Bid Evaluation Process:

Please see table below detailing the bids received for each of the three facility groups:

Group C (Central Libraries & Central Warehouse):

Group C		
	Bidder	Cost
1	AT Trash	Non-Responsive
2	Real Estate Mgt	Non-Responsive
3	DSC Solutions	Non-Responsive
4	American Facility S	\$632,544.48
5	Building Maint.	\$686,853.76
6	A-Action	\$720,441.00
7	Project Soy	\$884,810.16
8	ICS, Inc.	\$925,930.00
9	Chi-Ada	\$1,145,510.40
10	JA & E Veteran	\$1,260,093.60
11	RSG Solutions	\$2,244,441.40

Bid Evaluation:

The first three (3) lowest bidders were (1) AT Trash at \$139,081.00 (2) Real Estate Management at \$303,800.00 and (3) DSC Solutions at \$394,367.52 but were deemed Non-Responsive by the Department of Purchasing and Contract Compliance. Their costs were below the average commercial cleaning price per square foot (\$.9 & \$.086) and the per hour day porter costs (between \$15 to \$17) *Exhibit 3*. There were also two (2) No-Bids in this Group: (1) Quality Cleaning and (2) Good Success.

Recommendation:

American Facility Services (AFS), the 4th lowest bidder, submitted the most responsive and responsible bid at \$632,544.48 and has successfully performed on other current County Janitorial Contracts (22RFP135756C-GS & 21ITB130447C-GS) (see Exhibit 2, CPR). Also, AFS average

costs for cleanable sq. ft. (\$.20) and day porter per hour (\$18) are within the acceptable price range (see Exhibit 3).

Group D (North Libraries):

	Bidder	Cost
1	Real Estate Mgt	Non-Responsive
2	DSC Solutions	Non-Responsive
3	American Facility Services	\$266,606.40
4	ICS, Inc.	\$408,798.84
5	JA & E Veteran	\$439,843.00
6	AT Trash	\$460,800.00
7	Chi-Ada	\$475,361.28
8	Building Maint.	\$638,432.16
9	RSG Solutions	\$945,831.60

Bid Evaluation:

The two (2) lowest bidders, (1) Real Estate Management at \$197,007.24 and (2) DSC Solutions at \$227,535.10 were deemed Non-Responsive by the Department of Purchasing and Contract Compliance. Their costs were below the average commercial cleaning price per square foot (\$.9 & \$.086) *Exhibit 3*. Also, there were four (4) No-Bids in this Group: (1) A-Action, (2) Quality Cleaning, (3) Good Success and (4) Project Soy.

Recommendation:

American Facility Services, Inc. (AFS), the 3rd lowest bidder, submitted the most responsive and responsible bid at \$266,606.40 and has successfully performed for Group D (North Fulton Libraries) on the previous County Janitorial Contract #21ITB128258C-CG (see CPR for FY2023 performance). Although, AFS submitted a bid higher than the two (2) lowest bidders, their average cost per sq. ft (\$0.12) is within an acceptable average price (\$.10 to \$.30) for commercial cleaning (see Exhibit 3).

Group G (North and Central Senior Centers):

	Bidder	Cost
1	Quality Cleaning	Non-Responsive
2	Real Estate Management	Non-Responsive
3	DSC Solutions	Non-Responsive
4	Good Success	\$447,661.20
5	A-Action	\$522,478.00
6	Chi-Ada	\$664,978.99
7	Building Maintenance	\$702,125.80

8	JA & E Veteran	\$718,368.60
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Additional criterion to be awarded Group G (North and Central Senior Centers), according to Section 7, Contract Compliance Requirements of this ITB, the bidder (Prime Contractor) must submit with their bid/proposal proof of certification that they are a certified SBE (Small Business Enterprise) or SBA (Small Business Administration) company.

Bid Evaluation:

The three (3) lowest bidders, (1) Quality Cleaning at \$134,261.54, (2) Real Estate Management at \$349,700.16 and (3) DSC Solutions at \$401,432.90 were deemed Non-Responsive by the Department of Purchasing and Contract Compliance to perform janitorial services for Group G (North and Central Senior Centers) (see the Group G Table above). Also, there were five (5) No-Bids in this Group: (1) American Facility Services, Inc. (AFS), (2) AT Trash Valet LLC, Inc., (3) Intercontinental Commercial Services (ICS), (4) Project Soy and (5) RSG Solutions, LLC.

After careful review of all 13 total bid responses to the solicitation, for Group G, A-Action and Good Success were the responsive and responsible bidders that also complied by submitting certifications with SBE status.

Recommendation:

Good Success, the 4th lowest responsive and responsible bidder at \$447,661.20 for Group G ((North Senior Centers) - which consists of 5 facilities (HG Darnell, North Fulton, DC Benson, Dogwood and New Horizons) and for Group G (Central Senior Centers) - which consists of two (2) facilities (Edgewood and Helene S. Mills)) for FY2024. This bidder has not provided service to Fulton County previously.

These are time and material contracts. The requested spending authorities in the total amount of \$981,071.00 is sufficient to cover the cost for materials, equipment, cleaning supplies and day porter labor hours to maintain the required cleaning services for the eight (8) remaining months of FY2024.

SUMMARY RECOMMENDATION

Recommended Bidder	Base Bid Amount	8-Months Award Authority
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American Facility Services- Group C	\$632,544.48	\$478,924.00
American Facility Services- Group D	\$266,606.40	\$200,706.00
Good Success - Group G	\$447,661.20	\$301,441.00
Totals		\$981,071.00

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

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

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

Contract Modification No, this is a new procurement.

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

Contract Value: \$981,071.00

(A)

Prime Vendor: American Facility Services, Inc.

Prime Status: Non-Minority

Location: Alpharetta, GA

County: Fulton County

Prime Value: \$373,796.50 or 55.00%

Subcontractor: Simplee Clean LLC

Subcontractor Status: African American Female Business Enterprise

Location: Atlanta, GA

County: Fulton County

Subcontractor Value: \$135,926.00 or 20.00%

Subcontractor: Carter's Professional Cleaning Service

Subcontractor Status: African American Female Business Enterprise
Location: Alpharetta, GA
County: Fulton County
Subcontractor Value: \$33,981.50 or 5.00%

Subcontractor: Goldie Solutions

Subcontractor Status: African American Female Business Enterprise
Location: Lithia Springs, GA
County: Douglas County
Subcontractor Value: \$101,944.50 or 15.00%

Subcontractor: Phenomenal Janitorial & Maintenance

Subcontractor Status: African American Female Business Enterprise
Location: Jonesboro, GA
County: Clayton County
Subcontractor Value: \$33,981.50 or 5.00%

Total Contract Value: \$679,630.00 or 100.00%

Total Certified Value: \$305,833.50 or 45.00%

(B)

Prime Vendor: Good Success Company, Inc.
Prime Status: Small Business Enterprise (SBE)
Location: College Park, GA
County: Fulton County
Prime Value: \$301,441.00 or 100.00%

Agenda Item No.: 24-0272

Meeting Date: 5/1/2024

Total Contract Value: **\$301,441.00 or 100.00%**

Total Certified Value: **\$301,441.00 or 100.00%**

Grand Contract Value: **\$981,071.00 or 100.00%**

Grand Certified Value: **\$607,274.50 or 61.90%**

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

Exhibit 1: Bid Tabulation Sheet

Exhibit 2: Contractor's Performance Reports

Exhibit 4: Commercial Cleaning and Day Porter Costs

Exhibit 4: Department Recommendation Memo

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00

Previous Adjustments: \$0.00

This Request: \$981,071.00

TOTAL: \$981,071.00

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:

100-520-5221-1176: General, Real Estate and Asset Management, Cleaning Services- \$981,071.00

Key Contract Terms	
Start Date: 4/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: Two one-year renewal options

Overall Contractor Performance Rating:

American Facility Services- 85

Good Success - N/A

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2023

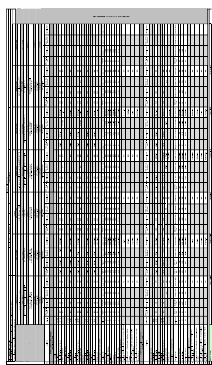
Report Period End:
6/30/2023

SCHEDULE 1 - SUMMARY OF THE RESULTS OF THE ANALYSIS OF THE DATA									
NO.	NAME	AGE	SEX	RELIGION	EDUCATION	PROFESSION	RESIDENCE	STATUS	REMARKS
1	JOHN	25	M	C	HS	TEACHER	MANILA	W	
2	MARY	22	F	C	HS	NURSE	MANILA	W	
3	JOSE	30	M	C	BS	ENGINEER	MANILA	W	
4	ANNE	28	F	C	BS	DOCTOR	MANILA	W	
5	DAVID	35	M	C	BS	PROFESSOR	MANILA	W	
6	SARAH	20	F	C	HS	STUDENT	MANILA	W	
7	MICHAEL	27	M	C	BS	TECHNICIAN	MANILA	W	
8	JENNIFER	24	F	C	BS	MARKETING	MANILA	W	
9	CHRISTOPHER	32	M	C	BS	MANAGER	MANILA	W	
10	EMILY	21	F	C	HS	STUDENT	MANILA	W	
11	ANDREW	29	M	C	BS	ANALYST	MANILA	W	
12	STEPHANIE	26	F	C	BS	DESIGNER	MANILA	W	
13	ANTHONY	31	M	C	BS	SALES	MANILA	W	
14	ASHLEY	23	F	C	BS	RESEARCHER	MANILA	W	
15	DAVID	33	M	C	BS	FINANCIAL	MANILA	W	
16	SARAH	25	F	C	BS	TECHNICAL	MANILA	W	
17	MICHAEL	28	M	C	BS	ENGINEER	MANILA	W	
18	JENNIFER	22	F	C	BS	MARKETING	MANILA	W	
19	CHRISTOPHER	30	M	C	BS	MANAGER	MANILA	W	
20	EMILY	21	F	C	HS	STUDENT	MANILA	W	
21	ANDREW	29	M	C	BS	ANALYST	MANILA	W	
22	STEPHANIE	26	F	C	BS	DESIGNER	MANILA	W	
23	ANTHONY	31	M	C	BS	SALES	MANILA	W	
24	ASHLEY	23	F	C	BS	RESEARCHER	MANILA	W	
25	DAVID	33	M	C	BS	FINANCIAL	MANILA	W	
26	SARAH	25	F	C	BS	TECHNICAL	MANILA	W	
27	MICHAEL	28	M	C	BS	ENGINEER	MANILA	W	
28	JENNIFER	22	F	C	BS	MARKETING	MANILA	W	
29	CHRISTOPHER	30	M	C	BS	MANAGER	MANILA	W	
30	EMILY	21	F	C	HS	STUDENT	MANILA	W	
31	ANDREW	29	M	C	BS	ANALYST	MANILA	W	
32	STEPHANIE	26	F	C	BS	DESIGNER	MANILA	W	
33	ANTHONY	31	M	C	BS	SALES	MANILA	W	
34	ASHLEY	23	F	C	BS	RESEARCHER	MANILA	W	
35	DAVID	33	M	C	BS	FINANCIAL	MANILA	W	
36	SARAH	25	F	C	BS	TECHNICAL	MANILA	W	
37	MICHAEL	28	M	C	BS	ENGINEER	MANILA	W	
38	JENNIFER	22	F	C	BS	MARKETING	MANILA	W	
39	CHRISTOPHER	30	M	C	BS	MANAGER	MANILA	W	
40	EMILY	21	F	C	HS	STUDENT	MANILA	W	
41	ANDREW	29	M	C	BS	ANALYST	MANILA	W	
42	STEPHANIE	26	F	C	BS	DESIGNER	MANILA	W	
43	ANTHONY	31	M	C	BS	SALES	MANILA	W	
44	ASHLEY	23	F	C	BS	RESEARCHER	MANILA	W	
45	DAVID	33	M	C	BS	FINANCIAL	MANILA	W	
46	SARAH	25	F	C	BS	TECHNICAL	MANILA	W	
47	MICHAEL	28	M	C	BS	ENGINEER	MANILA	W	
48	JENNIFER	22	F	C	BS	MARKETING	MANILA	W	
49	CHRISTOPHER	30	M	C	BS	MANAGER	MANILA	W	
50	EMILY	21	F	C	HS	STUDENT	MANILA	W	
51	ANDREW	29	M	C	BS	ANALYST	MANILA	W	
52	STEPHANIE	26	F	C	BS	DESIGNER	MANILA	W	
53	ANTHONY	31	M	C	BS	SALES	MANILA	W	
54	ASHLEY	23	F	C	BS	RESEARCHER	MANILA	W	
55	DAVID	33	M	C	BS	FINANCIAL	MANILA	W	
56	SARAH	25	F	C	BS	TECHNICAL	MANILA	W	
57	MICHAEL	28	M	C	BS	ENGINEER	MANILA	W	
58	JENNIFER	22	F	C	BS	MARKETING	MANILA	W	
59	CHRISTOPHER	30	M	C	BS	MANAGER	MANILA	W	
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62	STEPHANIE	26	F	C	BS	DESIGNER	MANILA	W	
63	ANTHONY	31	M	C	BS	SALES	MANILA	W	
64	ASHLEY	23	F	C	BS	RESEARCHER	MANILA	W	
65	DAVID	33	M	C	BS	FINANCIAL	MANILA	W	
66	SARAH	25	F	C	BS	TECHNICAL	MANILA	W	
67	MICHAEL	28	M	C	BS	ENGINEER	MANILA	W	
68	JENNIFER	22	F	C	BS	MARKETING	MANILA	W	
69	CHRISTOPHER	30	M	C	BS	MANAGER	MANILA	W	
70	EMILY	21	F	C	HS	STUDENT	MANILA	W	
71	ANDREW	29	M	C	BS	ANALYST	MANILA	W	
72	STEPHANIE	26	F	C	BS	DESIGNER	MANILA	W	
73	ANTHONY	31	M	C	BS	SALES	MANILA	W	
74	ASHLEY	23	F	C	BS	RESEARCHER	MANILA	W	
75	DAVID	33	M	C	BS	FINANCIAL	MANILA	W	
76	SARAH	25	F	C	BS	TECHNICAL	MANILA	W	
77	MICHAEL	28	M	C	BS	ENGINEER	MANILA	W	
78	JENNIFER	22	F	C	BS	MARKETING	MANILA	W	
79	CHRISTOPHER	30	M	C	BS	MANAGER	MANILA	W	
80	EMILY	21	F	C	HS	STUDENT	MANILA	W	
81	ANDREW	29	M	C	BS	ANALYST	MANILA	W	
82	STEPHANIE	26	F	C	BS	DESIGNER	MANILA	W	
83	ANTHONY	31	M	C	BS	SALES	MANILA	W	
84	ASHLEY	23	F	C	BS	RESEARCHER	MANILA	W	
85	DAVID	33	M	C	BS	FINANCIAL	MANILA	W	
86	SARAH	25	F	C	BS	TECHNICAL	MANILA	W	
87	MICHAEL	28	M	C	BS	ENGINEER	MANILA	W	
88	JENNIFER	22	F	C	BS	MARKETING	MANILA	W	
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93	ANTHONY	31	M	C	BS	SALES	MANILA	W	
94	ASHLEY	23	F	C	BS	RESEARCHER	MANILA	W	
95	DAVID	33	M	C	BS	FINANCIAL	MANILA	W	
96	SARAH	25	F	C	BS	TECHNICAL	MANILA	W	
97	MICHAEL	28	M	C	BS	ENGINEER	MANILA	W	
98	JENNIFER	22	F	C	BS	MARKETING	MANILA	W	
99	CHRISTOPHER	30	M	C	BS	MANAGER	MANILA	W	
100	EMILY	21	F	C	HS	STUDENT	MANILA	W	

[illegible]

This image shows a single page from an old ledger or account book. The page is oriented vertically and features a complex grid of columns and rows, designed for recording financial transactions. The columns are of varying widths, with some being very narrow and others wider. The rows are separated by thin horizontal lines. The paper is aged, with a yellowish tint and some visible wear, including small dark spots and a slightly rough texture. The grid pattern is consistent across the page, with a header section at the top and a main body of rows below. The overall appearance is that of a well-used but currently blank record book.

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1

Performance Evaluation Details

ID	E1
Project	Janitorial Services for Fulton County Government Group A and B
Project Number	22RFP135756C-GS
Supplier	American Facility Services, Inc.
Supplier Project Contact	Andrea Nugent (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	08/22/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/22/2023 01:33 PM EDT
Completion Date	08/22/2023 01:33 PM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

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

Comments

Not Specified

TIMELINESS OF PERFORMANCE

17/20

Rating

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

Comments

Not Specified

BUSINESS RELATIONS

17/20

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

Not Specified

CUSTOMER SATISFACTION

17/20

Rating

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

Comments

Not Specified

COST CONTROL

17/20

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM *JD*

DATE: March 21, 2024

SUBJECT: Contractor's Performance Report – Good Success Company, Inc.– Janitorial Services for Selected Fulton County Facilities (Groups C, D & G) – Group G - # 23ITB138801C-GS

The Contractor listed below has not been established as a vendor in BidNet. They have not provided professional services to Fulton County's Department of Real Estate and Asset Management for over 10 years. Therefore, no evaluation in BidNet has been performed.

PROJECT: Janitorial Services for Selected Fulton County Facilities (Groups C, D & G) – Group G

PROJECT NO.: 23ITB138801C-GS

CONTRACTOR: Good Success Company, Inc.
P. O. Box 310226
Atlanta, GA 31131

POC: Kenneth Davis

PHONE: (678) 428-0828

EMAIL: kendavis@goodsuccesscompany.com

If you have any questions, please contact Khandi Flowers (404) 612-7944.

JD/TD/JA/kf

C: Tim Dimond, DREAM Deputy Director
John Adams, DREAM Administrator
James Morehead, DREAM Building Services Manager
Harry Jordan, Contract Administrator, DREAM
Khandi Flowers, Contract Administrator, Purchasing/DREAM

Average Commercial Cleaning Price Per Square Foot

Expect to pay anywhere from **\$0.10 to \$0.30** per square foot for an office space measuring up to 12,000 square feet. The national average price for cleaning commercial properties is **\$0.20** per square foot.

Day Porter Rate

PRICING GUIDELINES: Suggested competitive price range per porter hour provided is usually in the **\$17.00 – \$23.00** per hour range. As a general rule, you'll want to plan for a **25-50%** profit markup after your total labor cost per hour, including taxes, supplies, etc.

PRICING TIP: Porter jobs requiring fewer hours per week, say 1 porter, 3 days per week, 3 hours per day would be on the higher end of the rate charged. Porter jobs requiring more hours per week, say 3 porters, 5 days per week, 8 hours per day, would be on the lower end of the rate charge.

Commercial Cleaning Rates Chart 2023

Use the table below to calculate commercial cleaning prices per square foot. The following prices are based on three cleanings per week:

Square Feet	Price
1,000 – 1,500	\$400 – \$600
1,500 – 2,500	\$600 – \$750
2,500 – 5,000	\$750 – \$1,000
5,000 – 10,000	\$1,000 – \$1,500
10,000 – 20,000	\$1,500 – \$2,000
20,000 – 50,000	\$2,000 – \$2,800



INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM *JD*

DATE: March 21, 2024

SUBJECT: Recommendation Award – ITB#23ITB138801C-GS,
Janitorial Services for Selected Fulton County
Facilities (Groups C, D, & G) FY2024

Recommendation: We are recommending approval of the lowest bidders for, Bid# 23ITB138801C-GS, Janitorial Services for Selected Fulton County Facilities (Groups C, D & G) in the total amount of \$981,071.00 with (A) American Facility Services, Inc. (Alpharetta, GA) in the amount of \$679,630.00 for Group C (Central Libraries) and Group D (North Fulton Libraries); and (B) Good Success Company, Inc. (Atlanta, GA) in the amount of \$301,441.00 for Group G (North and Central Senior Centers), to provide janitorial services for selected Fulton County facilities for Fulton County for eight (8) months of FY2024. Effective dates: May 1, 2024, through December 31, 2024, with two renewal options.

DISCUSSION:

Basis of Award:

The basis of award recommendation was evaluated on the lowest bid and the bidder's responsiveness to all bid requirements. The recommendation review included each bidders' ability to calculate cleanable square footage costs according to a reputable industry source (that provides an average cost range per square foot for standard facility including day porter services, premium annual events and requisite supplies) to determine the total annual cost for each of the three (3) distinctive Groups: C (Central Libraries- consists of 6 facilities), D (North Fulton Libraries- consists of 15 facilities), and G which consists of 7 total facilities (North Senior Centers- 5 facilities & Central Senior Centers- 2 facilities). The award base bid only included the Original Term - FY2024 pricing for each category.

The recommendation was also based upon a new criterion to clean Group G (North and Central Senior Centers). According to Section 7, Contract Compliance Requirements. Bidder (Prime Contractor) must submit with their bid/proposal proof of certification from a verified source (City of Atlanta, U.S. DOT, & GDOT, etc.), this company is a certified SBE (Small Business Enterprise) or SBA (Small Business Administration) entity.

DREAM also considered the experience with previous Cleaning Contracts and consultations with other organizations within the cleaning industry. The goal of this process is to award County Cleaning Contracts to reliable and responsible companies that are financially-sound,

with sufficient management expertise and cleaning experience to provide good service in return for the County funds expended.

Janitorial Contractors must provide references of current customers who can verify the quality of services that the company provides. The County prefers references of similar size and scope of this bid.

Bid Evaluation Process:

The Department received and evaluated 13 bids to the solicitation. After carefully reviewing of each of the 13 total bidders for each Janitorial Group are as follow:

Group C (Central Libraries & Central Warehouse):

Group C		
	Bidder	Cost
1	AT Trash	Non-Responsive
2	Real Estate Mgt	Non-Responsive
3	DSC Solutions	Non-Responsive
4	American Facility Services	\$632,544.48
5	Building Maintenance	\$686,853.76
6	A-Action	\$720,441.00
7	Project Soy	\$884,810.16
8	ICS, Inc.	\$925,930.00
9	Chi-Ada	\$1,145,510.40
10	JA & E Veteran	\$1,260,093.60
11	RSG Solutions	\$2,244,441.40

Bid Evaluation:

The first three (3) lowest bidders were (1) AT Trash at \$139,081.00 (2) Real Estate Management at \$303,800.00 and (3) DSC Solutions at \$394,367.52 were deemed Non-Responsive by the Department of Purchasing and Contract Compliance. Their costs were below the average commercial cleaning price per square foot (\$.9 & \$.086) and the per hour day porter costs (between \$15 to \$17) *Exhibit 3*. There were also two (2) No-Bids in this Group: (1) Quality Cleaning and (2) Good Success.

Recommendation:

American Facility Services (AFS), the 4th lowest bidder, submitted the most responsive and responsible bid at \$632,544.48 and has successfully performed on other current County Janitorial Contracts (22RFP135756C-GS & 21ITB130447C-GS) (see Exhibit 2, CPR). Also, AFS average costs for cleanable sq. ft. (\$.20) and day porter per hour (\$18) are within the acceptable price range (see Exhibit 3).

Group D (North Libraries):

	Bidder	Cost
1	Real Estate Mgt	Non-Responsive
2	DSC Solutions	Non-Responsive
3	American Facility Services	\$266,606.40
4	ICS, Inc.	\$408,798.84
5	JA & E Veteran	\$439,843.00
6	AT Trash	\$460,800.00
7	Chi-Ada	\$475,361.28
8	Building Maint.	\$638,432.16
9	RSG Solutions	\$945,831.60

Bid Evaluation:

The two (2) lowest bidders, (1) Real Estate Management at \$197,007.24 and (2) DSC Solutions at \$227,535.10 were deemed Non-Responsive by the Department of Purchasing and Contract Compliance. Their costs were below the average commercial cleaning price per square foot (\$.9 & \$.086) *Exhibit 3*. Also, there were four (4) No-Bids in this Group: (1) A-Action, (2) Quality Cleaning, (3) Good Success and (4) Project Soy.

Recommendation:

American Facility Services, Inc. (AFS), the 3rd lowest bidder, submitted the most responsive and responsible bid at \$266,606.40 and has successfully performed for Group D (North Fulton Libraries) on the previous County Janitorial Contract #21ITB128258C-CG (see CPR for FY2023 performance). Although, AFS submitted a bid higher than the two (2) lowest bidders, their average cost per sq. ft (\$0.12) is within an acceptable average price (\$.10 to \$.30) for commercial cleaning (see Exhibit 3).

Group G (North and Central Senior Centers):

	Bidder	Cost
1	Quality Cleaning	Non-Responsive
2	Real Estate Management	Non-Responsive
3	DSC Solutions	Non-Responsive
4	Good Success	\$447,661.20
5	A-Action	\$522,478.00
6	Chi-Ada	\$664,978.99
7	Building Maintenance	\$702,125.80
8	JA & E Veteran	\$718,368.60

Additional criterion to be awarded Group G (North and Central Senior Centers), according to Section 7, Contract Compliance Requirements of this ITB, the bidder (Prime Contractor) must submit with their bid/proposal proof of certification that they are a certified SBE (Small Business Enterprise) or SBA (Small Business Administration) company.

Bid Evaluation:

The three (3) lowest bidders, (1) Quality Cleaning at \$134,261.54, (2) Real Estate Management at \$349,700.16 and (3) DSC Solutions at \$401,432.90 were deemed Non-Responsive by the Department of Purchasing and Contract Compliance to perform janitorial services for Group G (North and Central Senior Centers) (see the Group G Table above). Also, there were five (5) No-Bids in this Group: (1) American Facility Services, Inc. (AFS), (2) AT Trash Valet LLC, Inc., (3) Intercontinental Commercial Services (ICS), (4) Project Soy and (5) RSG Solutions, LLC.

After careful review of all 13 total bid responses to the solicitation, for Group G, A-Action and Good Success were the responsive and responsible bidders that also complied by submitting certifications with SBE status.

Recommendation:

Good Success, the 4th lowest responsive and responsible bidder at \$447,661.20 for Group G ((North Senior Centers) – which consists of 5 facilities (HG Darnell, North Fulton, DC Benson, Dogwood and New Horizons) and for Group G (Central Senior Centers) - which consists of two (2) facilities (Edgewood and Helene S. Mills)) for FY2024. This bidder has not provided service to Fulton County previously.

These are time and material contracts. The requested spending authorities in the total amount of \$981,071.00 is sufficient to cover the cost for materials, equipment, cleaning supplies and day porter labor hours to maintain the required cleaning services for the eight (8) remaining months of FY2024.

SUMMARY RECOMMENDATION

Recommended Bidder	Base Bid Amount	8-Months Award Authority
American Facility Services- Group C	\$632,544.48	\$478,924.00
American Facility Services- Group D	\$266,606.40	\$200,706.00
Good Success – Group G	\$447,661.20	\$301,441.00
Totals		\$981,071.00

These are time and material contracts. The requested spending authorities in the total amount of \$981,071.00 is sufficient to cover the cost for materials, equipment, cleaning supplies and day porter labor hours to maintain the required cleaning services for the nine (9) remaining months of FY2024.

Authorized Signature: *Joseph Davis*
Joseph N. Davis Date: 3/4/2024

(By Director/Deputy Director)

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

Cc. Tim Dimond, Deputy Director, DREAM
John Adams, Administrator, DREAM
James Morehead, Building Services Manager, DREAM
Mark Hawks, CAPA, Team C, Purchasing & Contract Compliance
Gertis Strozier, APA, Team C, Purchasing & Contract Compliance
Harry Jordan, Contract Administrator, DREAM
Khandi Flowers, Contract Administrator, Purchasing & Compliance/DREAM
Joanna Hernandez, Contracting Officer, Purchasing & Compliance/DREAM



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0245

Meeting Date: 4/17/2024

Department

Community Development

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

Request approval of a contract between Fulton County and Destination Tomorrow, Inc. in the amount of \$100,000.00 to support the Wellness Journey Program, a comprehensive HIV testing program aimed at increasing awareness, reducing stigma, improving access to testing services within the community and addressing all the barriers which impede a healthy productive lifestyle for individuals; and to authorize the Chairman to disburse funds and execute and administer contracts, and other related documents consistent with any necessary agreement in support of this funding allotment. The term of this Contract shall be upon approval through December 31, 2024. **(HELD)**

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

Official Code of Georgia 36-10-1 states 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)*

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

No

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

On January 24, 2024, as part of the adopted 2024 budget, the Board of Commissioners approved an

increase to the Department of Community Development's budget by \$100,000.00 to provide a grant to Destination Tomorrow, Inc. The Department of Community Development recommends approval of a contract between Fulton County and Destination Tomorrow in the amount of \$100,000.00 to develop a comprehensive HIV testing program aimed at increasing awareness, reducing stigma, and improving access to testing services within the community and addressing all the barriers which impede a healthy productive lifestyle for individuals.

Scope of Work: Destination Tomorrow is committed to addressing the HIV epidemic by promoting testing, prevention, and support services. The Wellness Journey program will directly support the individuals housed in the Trans Shelter in Atlanta. Specifically, the following activities: Community Outreach and Education, Partnering with Healthcare Providers, Stigma Reduction Campaigns, Testing Events, Follow-up and Referral Services, Data Monitoring and Evaluation. The proposed program will be implemented over a period of one year with ongoing monitoring and evaluation to track progress and outcomes.

Community Impact: The Fulton County Department of Community Development strengthens people, families, and communities through partnerships with various community organizations and outreach programs, particularly non-profit, private sector, government, volunteer, and citizen advocates.

Department Recommendation: Approve the requested action.

Project Implications: By implementing a comprehensive Wellness Journey program encompassing outreach, education, stigma reduction campaigns, and partnership with healthcare providers, Destination Tomorrow aims to make significant strides in increasing testing uptake, reducing stigma, and improving health outcomes for individuals affected by health and wellness disparities.

Community Issues/Concerns: N/A

Department Issues/Concerns: N/A

Fiscal Impact / Funding Source

Funding Line 1:

100-121-2615-1160



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 914 337-6353 914 337-6245

MUNOZ AND MUNOZ INSURANCE CONSULTANTS
236 WESTCHESTER AVENUE

MT. VERNON, NY 10552

INSURED

DESTINATION TOMORROW INC.
452 EAST 149TH STREET, 3RD FLOOR
BRONX, NY 10455

CONTACT NAME: MUNOZ AND MUNOZ INSURANCE CONSULTANTS

PHONE (A/C, No. Ext): 914 337-6353

FAX (A/C, No): 914 337-6245

E-MAIL ADDRESS: paula@munoins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: GENERAL INS CO

24732

INSURER B: TRAVELERS CASUALTY & SURETY

24031

INSURER C: OHIO CASUALTY INS CO

24074

INSURER D: SECURITY NATIONAL INS CO

19879

INSURER E:

INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>		60212982BKO	10/19/2023	10/19/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			60212982BKO	10/19/2023	10/19/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>		60212982EU	10/19/2023	10/19/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	SWC1461275	11/30/2023	11/30/2024	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 100,000
C	SEXUAL ABUSE			60212982EU	10/19/2023	10/19/2024	\$1,000,000/\$3,000,000
A	PROF LIAB	<input checked="" type="checkbox"/>		LP7740075	10/19/2023	10/19/2024	\$1M OCC/\$3M AGG
B	FIDELITY BOND			106637043	11/28/2023	11/28/2024	\$175,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

FULTON COUNTY GOVERNMENT, PURCHASING DEPT., 130 PEACHTREE STREET, SW., SUITE 1168, ATLANTA, GA 30303-3459
IS INCLUDED AS AN ADDITIONAL INSURED.**CERTIFICATE HOLDER**FULTON COUNTY GOVERNMENT - PURCHASING DEPARTMENT
130 PEACHTREE STREET, S.W.
SUITE 1168
ATLANTA, GA 30303-3459**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PM Munoz

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STATE OF GEORGIA

COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **Fulton County, Georgia** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County, Georgia**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to **Fulton County, Georgia** at the time the subcontractor(s) is retained to perform such service.

2379651
EEV/Basic Pilot Program* User Identification Number


BY: Authorized Officer of Agent
(Alex Santiago)

Chief Operating Officer
Title of Authorized Officer or Agent of Contractor

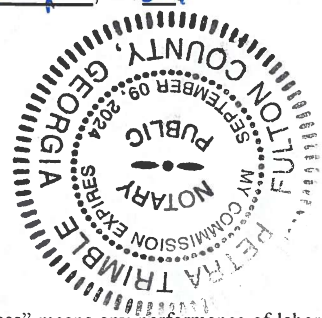
Alex Santiago
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 13 day of February, 2024

Notary Public: 

County: Fulton

Commission Expires: 9/9/24



¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **Wellspring Living, Inc.** on behalf of **Fulton County, Georgia** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

2379651
EEV/Basic Pilot Program* User Identification Number



BY: Authorized Officer of Agent
(Alex Santiago)

Chief Operating Officer
Title of Authorized Officer or Agent of Subcontractor

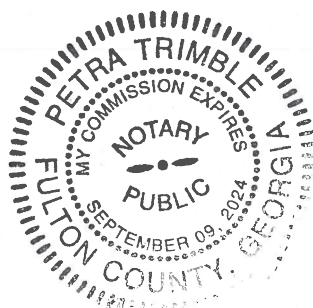
Alex Santiago
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 13 day of February, 2024

Notary Public: 

County: Fulton

Commission Expires: 9/9/24



³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

**CONTRACT BETWEEN FULTON COUNTY, GEORGIA
AND DESTINATION TOMORROW, INC.**

THIS CONTRACT entered this 13th day of March 2024, is between **FULTON COUNTY**, a political subdivision of the state of Georgia (“Fulton County” or the “County”), and **DESTINATION TOMORROW, INC.**, a Foreign Nonprofit Corporation (“Destination Tomorrow”).

WHEREAS, pursuant to O.C.G.A. § 36-1-19.1, Fulton County is authorized and empowered under the laws of the State of Georgia to enter contracts for services with individuals, organizations, and institutions, for purely charitable reasons to include humanities and educational purposes, provided that the activities funded by any such contributions shall take place within the county making the contribution; and

WHEREAS, the Fulton County Department of Community Development strengthens people, families, and communities through partnerships with various community organizations and outreach programs, particularly non-profit, private sector, government, volunteer, and citizen advocates; and

WHEREAS, on January 24, 2024, the Fulton County Board of Commissioners approved a \$100,000.00 increase in the FY2024 Budget for the Department of Community Development to be allocated specifically to Destination Tomorrow; and

WHEREAS, Destination Tomorrow is a foreign nonprofit company authorized to conduct business in the State of Georgia that opened its doors to the community in Atlanta, Georgia on May 2, 2022; and

WHEREAS, Destination Tomorrow is committed to addressing the HIV epidemic by promoting testing, prevention, and support services and addressing all the barriers which impede a healthy productive lifestyle for individuals; and

WHEREAS, by implementing a comprehensive Wellness Journey program, Destination Tomorrow aims to make significant strides in increasing the uptake of STI & HIV testing among the target population, reducing stigma, and improving health outcomes for individuals affected by health and wellness disparities; and

WHEREAS, the Wellness Journey program will directly support the individuals housed in the Trans Shelter located in Atlanta; and

WHEREAS, with the approval of the funding in the County’s budget, the parties require a contract (“Contract”) to memorialize the services to be performed by Destination Tomorrow for Fulton County providing this necessary funding; and

WHEREAS, Destination Tomorrow guarantees, by and through this Contract, that it shall expend the funds under this Contract for services provided to individuals in Fulton County that are consistent with its mission and deriving no profit to the organization, and on activities within Fulton County consistent with the Contract provisions outlined in Section 1.0 and

Attachment “A” hereunder.

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

1.0 STATEMENT OF WORK

The County shall provide financial assistance in an amount not to exceed **\$100,000.00** to Destination Tomorrow to help provide operational resources for certain programs and service-related activities in Fulton County as further described in Attachment “A”.

2.0 COMPENSATION FOR SERVICES AND WORK

Funding for the services and work described in Section 1.0 herein, and in Attachment “A” shall be as follows: The total amount payable to Destination Tomorrow per the terms and execution of this Contract is not to exceed One Hundred Thousand Dollars (**\$100,000.00**). Such payment shall be made in one (1) lump sum after the full execution of this Contract provided that Destination Tomorrow agrees to submit the required invoices and documentation supporting the services performed for the monies expended to the Director of the Fulton County Department of Community Development by December 31, 2024, as required in Attachment “A,” Scope of Work. Two (2) copies of the documentation shall be included with the submission.

3.0 TERM OF CONTRACT

Unless terminated by mutual agreement, or in accordance with other terms and provisions contained herein, the term of this Contract shall be upon execution through December 31, 2024, unless otherwise terminated first by the County. Destination Tomorrow shall utilize the County’s funding only for services which are included within the scope of Sections 1.0 and 2.0 and Attachment “A” of this Contract.

4.0 IMPROPER EXPENDITURES

Any item of expenditure by Destination Tomorrow under the terms of this Contract which is found by auditors, investigators, and other authorized representatives of Fulton County to be improper, unallowable, in violation of federal or state law or the terms of this Contract, or involving any fraudulent, deceptive, or misleading representations or activities of Destination Tomorrow, shall become Destination Tomorrow’s liability, to be paid by Destination Tomorrow from funds other than those provided by Fulton County under this Contract.

5.0 TERMINATION OF CONTRACT

5.1 TERMINATION OF CONTRACT FOR CAUSE

Either the County or Destination Tomorrow may terminate this Contract in the event the other party fails to perform in a timely and proper manner its obligations in accordance with the provisions of the Contract. Any party seeking to terminate this Contract is required to give seven (7) days prior written notice to the other party specifying the reasons for such intention to terminate or suspend the Contract. The party receiving such

notice under this provision shall have seven (7) days after receipt of service of the notice to correct the violation. If performance is not made, the Contract shall, upon expiration of said seven (7) days from the date notice is delivered, be suspended, or terminated without further notice. Notice of termination shall be delivered by hand delivery, certified mail with receipt for delivery returned to the sender, or delivery by a nationally recognized overnight delivery service.

5.2 TERMINATION FOR CONVENIENCE OF THE COUNTY

Notwithstanding any other provisions, the County may terminate this Contract for its convenience at any time by giving at least seven (7) days prior notice in writing (hand delivery or certified mail with receipt) to Destination Tomorrow.

5.3 RETURN OF UNUSED FUNDS

In the event this Contract is terminated pursuant to either Section 5.1 or 5.2 herein, Destination Tomorrow shall promptly return all unused or unencumbered funds to Fulton County. This provision shall survive termination of the Contract.

6.0 RECORDS, REPORTS AND AUDITS

Destination Tomorrow shall maintain accounts and records, including personal property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be requested by the County to assure proper accounting for all funds, both public and private. Said records shall be made available for audit purposes to the County or its representative(s) and shall be retained for at least three (3) years after expiration of this Contract or completion of the program unless permission to destroy them is granted by the County. Destination Tomorrow's records and accounts shall at all times meet or exceed the applicable requirements of Federal, State and County laws, rules, and regulations.

7.0 INSPECTION OF FILES AND RECORDS

Fulton County shall at all reasonable times have access to the pertinent offices and books and records of Destination Tomorrow for inspection of the activities performed and expenses incurred under this Contract.

8.0 PUBLICITY

Any favorable publicity given to the services provided in Attachment "A" following the execution of this Contract must identify Fulton County prominently as a sponsoring agency. Specifically, in all publications referencing the services funded under this Contract, Destination Tomorrow agrees to display and make known that the services were assisted under the auspices of Fulton County.

9.0 ASSIGNMENT OF CONTRACT

Destination Tomorrow shall not make any purported assignment of this Contract, any part

thereof, or the funds, or delegate the duties herewith without prior written consent of the County.

10.0 CONFLICT OF INTEREST

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

11.0 EQUAL OPPORTUNITY AND NONDISCRIMINATION

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

12.0 HOLD HARMLESS/ INDEMNIFICATION

Destination Tomorrow hereby warrants, represents, covenants and agrees to indemnify and save and hold harmless the County, its commissioners, officers, and employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, reasonable attorney's fees and legal expenses) suffered or incurred by, or asserted against, such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of Destination Tomorrow, its agents, employees, officers and directors. Destination Tomorrow does further hereby agree to release, indemnify, defend, and hold harmless the County, its commissioners, officers, and employees, from any injury (including death resulting therefrom), loss, claim or damage sustained by Destination Tomorrow's agents and employees, without regard to negligence. The language of this indemnification clause shall survive the termination of this Contract.

13.0 VARIATIONS OR MODIFICATIONS TO CONTRACT

This Contract constitutes the entire arrangement between the County and Destination Tomorrow, and there are no further written or oral contracts with respect thereto. No variation or modification of this Contract and no waiver of its provisions shall be valid unless in writing, approved by the Board of Commissioners, and signed by County and Destination Tomorrow duly authorized representatives.

Further, in the event of any material change or modification in Destination Tomorrow's Contract or any contract with any other funding source during the course of this Contract, Destination Tomorrow shall immediately notify the Director of the Department of Community Development of such change. Nothing herein shall preclude Destination Tomorrow from pursuing contracts with the County for subsequent years, with the approval of additional funding by the Board of Commissioners.

14.0 GOVERNING LAW

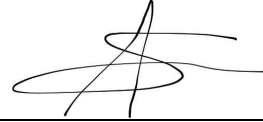
This Contract shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, each party attests that the individual(s) executing the Contract on its behalf has both express and apparent authority to bind the respective entity to the terms and conditions of the Contract and has hereto caused the Contract to be executed and delivered on this, The 13th day of March, 2024.

DESTINATION TOMORROW, INC.

Attest:



Alex Santiago, Chief Operating Officer
Destination Tomorrow

(Signature)

Alex Santiago
Name (Typed or Printed)

Chief Operating Officer
Title

(Seal)

Fulton County, Georgia

Attest:

Robert L. Pitts, Chairman
Board of Commissioners

Tonya Grier,
Clerk to the Commission

(Seal)

Approved as to Content:

Approved as to Form:

Stanley Wilson, Director
Department of Community Development

Office of the County Attorney

ATTACHMENT “A” SCOPE OF WORK DESTINATION TOMORROW, INC.

In consideration of the not to exceed amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) allocated to Destination Tomorrow as part of the Fulton County Community Development Department’s FY2024 Budget, Destination Tomorrow agrees to perform the services outlined below and provide the following information:

Community Outreach and Education:

- Conducting community workshops, seminars, and awareness campaigns to educate the public about HIV & STI prevention, transmission, and the importance of testing.
- Distributing informational materials and resources in various languages to reach diverse communities.

Partnering with Healthcare Providers:

- Collaborating with local healthcare providers to integrate HIV testing into routine medical care, ensuring that testing becomes a standard practice.
- Providing training and resources to healthcare professionals on HIV testing protocols, counseling techniques, and linkage to care services.

Stigma Reduction Campaigns:

- Launching stigma reduction campaigns through media channels, social media platforms, and community events to challenge misconceptions and discrimination associated with HIV.
- Encouraging open dialogue and fostering supportive environments for individuals seeking HIV testing and care.
- Focus on campaign focus on Black & Brown cis-gender women and prep navigation.

Testing Events:

- Organizing HIV testing events in partnership with community organizations, schools, workplaces, and religious institutions to reach a wide audience.
- Offering incentives, such as gift cards or promotional items, to encourage participation and destigmatize testing.
- Testing events will also be geared around additional health disparities such as diabetes, high blood pressure, and other illnesses that affect the Black & Brown community.

Follow-up and Referral Services:

- Providing post-test counseling and support services to individuals who test positive for HIV, STI, and are at risk of other illnesses that affect the community.
- Facilitating linkage to medical care, treatment, and support groups for those diagnosed with HIV.
- Facilitating linkage to educational opportunities, employment and housing navigation.
- Case Management to support mental health and advocacy of needed individual services.

Data Monitoring and Evaluation:

- Collecting data on testing uptake, demographics, and outcomes to assess program effectiveness and identify areas for improvement.
- Conducting regular evaluations and feedback sessions with stakeholders to refine strategies and ensure program sustainability.

Timeline:

The proposed program will be implemented over a period of one year with ongoing monitoring and evaluation to track progress and outcomes.

- A. By December 31, 2024, Destination Tomorrow shall submit invoices to the County reflecting that Destination Tomorrow has utilized the County's funding to provide the services outlined above. All invoices submitted to verify eligible expenses are subject to review and approval by the Director of Community Development. Such invoices shall be provided to Stanley Wilson, Director, Fulton County Department of Community Development, 137 Peachtree Street, SW, 1st Floor, Atlanta, GA 30303.

[https://fc0365.sharepoint.com/sites/CountyAttorney/CACContracts/Community Development/Destination Tomorrow contract/Contract - Destination Tomorrow - \\$100000_3.7.24.docx](https://fc0365.sharepoint.com/sites/CountyAttorney/CACContracts/Community%20Development/Destination%20Tomorrow%20contract/Contract%20-%20Destination%20Tomorrow%20-%20$100000_3.7.24.docx)



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0273

Meeting Date: 4/17/2024

Department

Community Development

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

Request approval of a contract between Fulton County and Inner-City Muslim Action Network Corp (IMAN Atlanta) in the amount of \$75,000.00 to complete Phase I renovations of the Wellness Center & Food Pantry located at 2179 MLK Dr. SW, Atlanta GA 30310; and to authorize the Chairman to disburse funds and execute and administer contracts, and other related documents consistent with any necessary agreement in support of this funding allotment. The term of this Contract shall be upon approval through December 31, 2024.

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

Official Code of Georgia 36-10-1 states 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)*

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background

On January 24, 2024, as part of the adopted 2024 budget, the Board of Commissioners approved an increase to the Department of Community Development's budget by \$75,000 to provide a grant to Inner-City Muslim Action Network Corp (IMAN Atlanta).

The Department of Community Development requests approval of a contract between Fulton County and Inner-City Muslim Action Network Corp (IMAN Atlanta) in the amount of \$75,000.00 to complete Phase I renovations of the Wellness Center & Food Pantry located at 2179 MLK Dr. SW, ATLANTA GA 30310.

Scope of Work: The Phase I Renovation of the Wellness Center & Food Pantry (2179 MLK Dr. SW, ATLANTA GA 30310) will include I. Assessment and Planning II. Design III. Construction IV. Sustainability Integration V. Testing and Commissioning VI. Ongoing Maintenance. By December 31, 2024, IMAN Atlanta shall submit invoices to the County reflecting that IMAN Atlanta has utilized the County's funding to provide the services outlined above. All invoices submitted to verify eligible expenses are subject to review and approval by the Director of Community Development. Such invoices shall be provided to Stanley Wilson, Director, Fulton County Department of Community Development.

Community Impact: The Fulton County Department of Community Development strengthens people, families, and communities through partnerships with various community organizations and outreach programs, particularly non-profit, private sector, government, volunteer, and citizen advocates.

Department Recommendation: Approve the requested action.

Project Implications: There is a need for a food pantry on MLK to support the community and IMAN Atlanta's goal is to use the County funds to renovate the facility for an opening of a Wellness Center and Food Pantry in Q3 2024.

Community Issues/Concerns: N/A

Department Issues/Concerns: N/A

Fiscal Impact / Funding Source

Funding Line 1:

100-121-2615-1160

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF AUTHORITY

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Inner City Muslim Action Network Corp
a Foreign Nonprofit Corporation

has been duly formed under the laws of **Illinois** and has filed an application meeting the requirements of Georgia law to transact business as a **Foreign Nonprofit Corporation** in this state.

WHEREFORE, by the authority vested in me as Secretary of State, the above **Foreign Nonprofit Corporation** is hereby granted, on **05/26/2022**, a certificate of authority to transact business in the State of Georgia as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said application.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **06/06/2022**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

APPLICATION FOR CERTIFICATE OF AUTHORITY

Electronically Filed

Secretary of State

Filing Date: 5/26/2022 5:40:23 PM

BUSINESS INFORMATION

CONTROL NUMBER	22124090
BUSINESS NAME	Inner City Muslim Action Network Corp
BUSINESS TYPE	Foreign Nonprofit Corporation
EFFECTIVE DATE	05/26/2022
HOME JURISDICTION	Illinois
NAME IN HOME STATE	Inner City Muslim Action Network
DATE OF FORMATION IN HOME JURISDICTION	01/22/1997
COMMENCEMENT DATE IN GEORGIA	11/02/2015

PRINCIPAL OFFICE ADDRESS

ADDRESS	2744 W. 63rd Street, Chicago, IL, 60629, USA
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REGISTERED AGENT

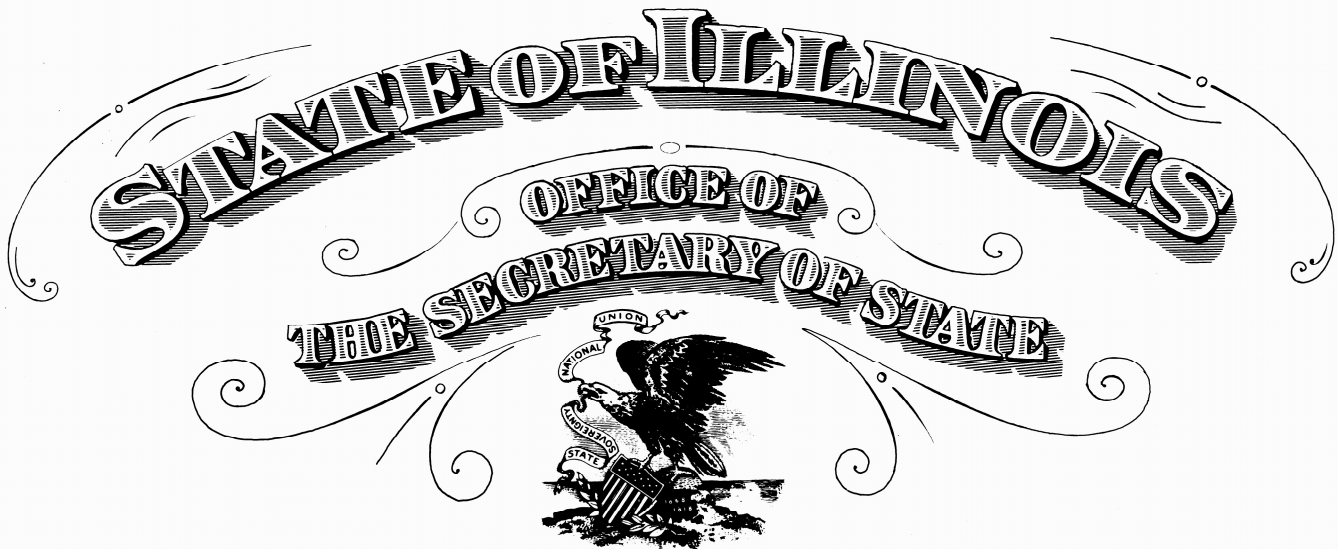
NAME	ADDRESS	COUNTY
Mansoor Sabree	1922 Terrymill, Decatur, GA, 30316, USA	Dekalb

OFFICER(S)

NAME	TITLE	ADDRESS
Amina Al-Deen	SECRETARY	4906 Linda Avenue, Nottingham, MD, 21236, USA
Rami Nashashibi	CEO	4143 S Drexel Blvd, Chicago, IL, 60653, USA
Rami Nashashibi	CFO	4143 S Drexel Blvd, Chicago, IL, 60653, USA

AUTHORIZER INFORMATION

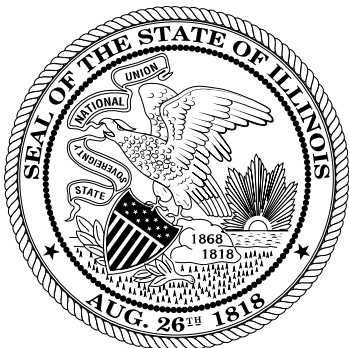
AUTHORIZER SIGNATURE	Rami Nashashibi
AUTHORIZER TITLE	Incorporator



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

INNER-CITY MUSLIM ACTION NETWORK, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JANUARY 22, 1997, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 26TH day of MAY A.D. 2022 .

Jesse White

SECRETARY OF STATE

STATE OF GEORGIA

COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with Fulton County, Georgia has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with Fulton County, Georgia, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Fulton County, Georgia at the time the subcontractor(s) is retained to perform such service.

1846210
EEV/Basic Pilot Program* User Identification Number

Inner-City Muslim Action Network (IMAN)
BY: Authorized Officer of Agent
(Insert Contractor Name)

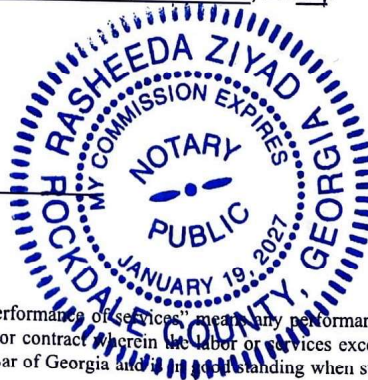
Director
Title of Authorized Officer or Agent of Contractor
Aseelah Rashid / A. Rashid
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 4th day of March, 2024

Notary Public: Rasheeda Ziyad

County: Dekalb

Commission Expires: 1/19/2027



¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and in good standing when such contract is for service to be rendered by such individual.

²[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

**CONTRACT BETWEEN FULTON COUNTY, GEORGIA
AND INNER CITY MUSLIM ACTION NETWORK CORP**

THIS CONTRACT, entered this _____ day of April 2024, is between **FULTON COUNTY**, a political subdivision of the state of Georgia (“Fulton County” or the “County”), and **INNER CITY MUSLIM ACTION NETWORK CORP**, a Foreign Nonprofit Corporation (“IMAN Atlanta”).

WHEREAS, pursuant to O.C.G.A. § 36-1-19.1, Fulton County is authorized and empowered under the laws of the State of Georgia to enter contracts for services with individuals, organizations, and institutions, for purely charitable reasons to include humanities and educational purposes, provided that the activities funded by any such contributions shall take place within the county making the contribution; and

WHEREAS, IMAN Atlanta is a foreign nonprofit company authorized to conduct business in the State of Georgia that fosters health, wellness, and healing in the inner city by organizing for social change, cultivating the arts, and operating a holistic health center; and

WHEREAS, IMAN Atlanta has steadily grown and in 2016, opened its second office in Atlanta to continue mobilizing a cross-section of people committed to this mission; and

WHEREAS, IMAN Atlanta purchased the property located at 2179 Martin Luther King, Jr. Drive S.W., Atlanta GA 30310 with the ultimate goal of operating a federated health center, but until that time will utilize the facility for a much-needed Wellness Center and Food Pantry; and

WHEREAS, IMAN Atlanta distributes over 2,000 pounds of food per month to migrants, community members and participants in the Green ReEntry Program and will host Artistic Installations and Wellness Workshops in the space as well as the food pantry; and

WHEREAS, there is a need for a food pantry on Martin Luther King, Jr. Drive S.W. to support the community and IMAN Atlanta’s goal is to use the County funds to renovate the facility for an opening of a Wellness Center and Food Pantry in third-quarter 2024; and

WHEREAS, the Fulton County Department of Community Development strengthens people, families, and communities through partnerships with various community organizations and outreach programs, particularly non-profit, private sector, government, volunteer, and citizen advocates; and

WHEREAS, on January 24, 2024, the Fulton County Board of Commissioners approved a \$75,000 increase in the FY2024 Budget for the Department of Community Development to be allocated specifically to IMAN Atlanta; and

WHEREAS, with the approval of the funding in the County’s budget, the parties require a contract (“Contract”) to memorialize the services to be performed by IMAN Atlanta for Fulton County providing this necessary funding; and

WHEREAS, IMAN Atlanta guarantees, by and through this Contract, that it shall expend

the funds under this Contract for services provided to individuals in Fulton County that are consistent with its mission and deriving no profit to the organization, and on activities within Fulton County consistent with the Contract provisions outlined in Section 1.0 and Attachment “A” hereunder.

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

1.0 STATEMENT OF WORK

The County shall provide financial assistance in an amount not to exceed **\$75,000.00** to IMAN Atlanta to help provide operational resources for certain programs and service-related activities in Fulton County as further described in Attachment “A”.

2.0 COMPENSATION FOR SERVICES AND WORK

Funding for the services and work described in Section 1.0 herein, and in Attachment “A” shall be as follows: The total amount payable to IMAN Atlanta per the terms and execution of this Contract is not to exceed Seventy-Five Thousand Dollars (**\$75,000.00**). Such payment shall be made in one (1) lump sum after the full execution of this Contract provided that IMAN Atlanta agrees to submit the required invoices and documentation supporting the services performed for the monies expended to the Director of the Fulton County Department of Community Development by December 31, 2024, as required in Attachment “A,” Scope of Work. Two (2) copies of the documentation shall be included with the submission.

3.0 TERM OF CONTRACT

Unless terminated by mutual agreement, or in accordance with other terms and provisions contained herein, the term of this Contract shall be upon execution through December 31, 2024, unless otherwise terminated first by the County. IMAN Atlanta shall utilize the County’s funding only for services which are included within the scope of Sections 1.0 and 2.0 and Attachment “A” of this Contract.

IMAN Atlanta further agrees to maintain for the life of this Contract such insurance as shall fully protect the County. Such requirements are attached hereto and made a part hereof as Attachment “B.”

4.0 IMPROPER EXPENDITURES

Any item of expenditure by IMAN Atlanta under the terms of this Contract which is found by auditors, investigators, and other authorized representatives of Fulton County to be improper, unallowable, in violation of federal or state law or the terms of this Contract, or involving any fraudulent, deceptive, or misleading representations or activities of IMAN Atlanta, shall become IMAN Atlanta’s liability, to be paid by IMAN Atlanta from funds other than those provided by Fulton County under this Contract.

5.0 TERMINATION/SUSPENSION OF CONTRACT

5.1 TERMINATION OF CONTRACT FOR CAUSE

Either the County or IMAN Atlanta may terminate this Contract in the event the other party fails to perform in a timely and proper manner its obligations in accordance with the provisions of the Contract. Any party seeking to terminate this Contract is required to give seven (7) days prior written notice to the other party specifying the reasons for such intention to terminate or suspend the Contract. The party receiving such notice under this provision shall have seven (7) days after receipt of service of the notice to correct the violation. If performance is not made, the Contract shall, upon expiration of said seven (7) days from the date notice is delivered, be suspended, or terminated without further notice. Notice of termination shall be delivered by hand delivery, certified mail with receipt for delivery returned to the sender, or delivery by a nationally recognized overnight delivery service.

5.2 TERMINATION FOR CONVENIENCE OF THE COUNTY

Notwithstanding any other provisions, the County may terminate this Contract for its convenience at any time by giving at least seven (7) days prior notice in writing (hand delivery or certified mail with receipt) to IMAN Atlanta.

5.2 RETURN OF UNUSED FUNDS

In the event this Contract is terminated pursuant to either Section 5.1 or 5.2 herein, IMAN Atlanta shall promptly return all unused or unencumbered funds to Fulton County. This provision shall survive termination of the Contract.

5.3 SUSPENSION

The County may by written notice to IMAN Atlanta, suspend the use of County funds where it is determined that any portion of work or services for which County funds are utilized does not match the services and work described in Section 1.0 herein, and in Attachment "A". Upon receipt of a suspension notice, IMAN Atlanta must:

- 1) Immediately take corrective measures and provide proof to the County that the activity giving rise to the suspension has ceased or has been corrected;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to the suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of a notice to resume suspended services, IMAN Atlanta will immediately resume performance under this Contract as required in the notice.

6.0 RECORDS, REPORTS AND AUDITS

IMAN Atlanta shall maintain accounts and records, including personal property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be requested by the County to assure proper accounting for all funds, both public and private. Said records shall be made available for audit purposes to the County or its representative(s) and shall be retained for at least three (3) years after expiration of this Contract or completion of the program unless permission to destroy them is granted by the County. IMAN Atlanta's records and accounts shall at all times meet or exceed the applicable requirements of Federal, State and County laws, rules, and regulations.

7.0 INSPECTION OF FILES AND RECORDS

Fulton County shall at all reasonable times have access to the pertinent offices and books and records of IMAN Atlanta for inspection of the activities performed and expenses incurred under this Contract.

8.0 PUBLICITY

Any favorable publicity given to the services provided in Attachment "A" following the execution of this Contract must identify Fulton County prominently as a sponsoring agency. Specifically, in all publications referencing the services funded under this Contract, IMAN Atlanta agrees to display and make known that the services were assisted under the auspices of Fulton County.

9.0 ASSIGNMENT OF CONTRACT

IMAN Atlanta shall not make any purported assignment of this Contract, any part thereof, or the funds, or delegate the duties herewith without prior written consent of the County.

10.0 CONFLICT OF INTEREST

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

11.0 EQUAL OPPORTUNITY AND NONDISCRIMINATION

IMAN Atlanta shall comply with all requirements imposed by or pursuant to Title VI and Title

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

12.0 HOLD HARMLESS/ INDEMNIFICATION

IMAN Atlanta hereby warrants, represents, covenants and agrees to indemnify and save and hold harmless the County, its commissioners, officers, and employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, reasonable attorney's fees and legal expenses) suffered or incurred by, or asserted against, such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of IMAN Atlanta, its agents, employees, officers and directors. IMAN Atlanta does further hereby agree to release, indemnify, defend, and hold harmless the County, its commissioners, officers, and employees, from any injury (including death resulting therefrom), loss, claim or damage sustained by IMAN Atlanta's agents and employees, without regard to negligence. The language of this indemnification clause shall survive the termination of this Contract.

13.0 VARIATIONS OR MODIFICATIONS TO CONTRACT

This Contract constitutes the entire arrangement between the County and the IMAN Atlanta, and there are no further written or oral contracts with respect thereto. No variation or modification of this Contract and no waiver of its provisions shall be valid unless in writing, approved by the Board of Commissioners, and signed by County and IMAN Atlanta duly authorized representatives.

Further, in the event of any material change or modification in IMAN Atlanta's Contract or any contract with any other funding source during the course of this Contract, IMAN Atlanta shall immediately notify the Director of the Department of Community Development of such change. Nothing herein shall preclude IMAN Atlanta from pursuing contracts with the County for subsequent years, with the approval of additional funding by the Board of Commissioners.

14.0 NO THIRD-PARTY BENEFICIARY

This Contract is not intended to, and shall not be considered to, give any third-party any interest or right with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided in this Contract. The relationship described in this Contract is intended solely for the mutual benefit of the parties, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than IMAN Atlanta and the County.

15.0 GOVERNING LAW

This Contract shall be governed in all respects, as to validity, construction, capacity, and

performance or otherwise, by the laws of the State of Georgia.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

11.9 BOLD HARMLESS IDENTIFICATION

IMAN Atlanta hereby warrants, represents, covenants and agrees to indemnify and hold harmless the County, its commissioners, officers and employees from any and all claims, losses, damages, expenses, costs (including without limitation reasonable attorney's fees and legal expenses) suffered or incurred by, or asserted against, such parties whether arising in tort, contract, strict liability or otherwise, and resulting without limitation, from any injury, wrongful death or property damage, arising in any way from the actions or omissions of IMAN Atlanta, its agents, employees, officers and directors. IMAN Atlanta's obligation to indemnify shall survive the termination or expiration of this contract, and shall extend to the County, its commissioners, officers and employees, from any injury (including death resulting therefrom), loss, claim or damage sustained by IMAN Atlanta's agents and employees, without regard to negligence. The language in this indemnification clause shall survive the termination of this contract.

11.9 VARIATIONS OR MODIFICATIONS TO CONTRACT

This Contract constitutes the entire agreement between the County and the IMAN Atlanta, and there are no further written or oral or implied or understood variations or modifications to this Contract and no portion of its provisions shall be relied upon or enforced, approved by the Board of Commissioners, and signed by County and IMAN Atlanta, only subsequent to the date of the County's approval.

Further, in the event of any material change or modification to IMAN Atlanta's Contract as set forth in this Contract, the County, its commissioners, officers and employees shall be notified immediately by the Director of the Department of Community Development of any change. IMAN Atlanta shall provide IMAN Atlanta from any contract with the County for a period of 90 days with the approval of resolution of the Board of Commissioners.

11.9 NO THIRD-PARTY BENEFICIARIES

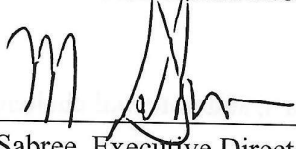
This Contract is not intended to, and shall not be considered to, create any interest or right with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided in this Contract. The relationship described in this Contract is between solely for the mutual benefit of the parties and that it is not intended to create any right or interest for any party or person other than IMAN Atlanta and the County.

11.9 GOVERNING LAW

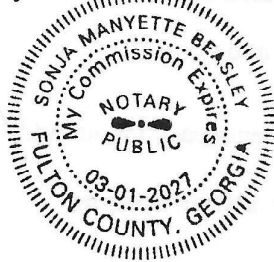
This Contract shall be governed by the laws of the State of Georgia, and shall be construed and interpreted in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, each party attests that the individual(s) executing the Contract on its behalf has both express and apparent authority to bind the respective entity to the terms and conditions of the Contract and has hereto caused the Contract to be executed and delivered on this, the 2 day of April, 2024.

**INNER CITY MUSLIM ACTION NETWORK
CORP**

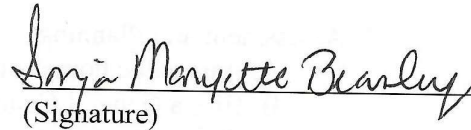


Mansoor Sabree, Executive Director
Inner-City Muslim Action Network



(Seal)

Attest:



(Signature)

Sonja Manyette Beasley
Name (Typed or Printed)

Notary Public
Title

Fulton County, Georgia

Attest:

Robert L. Pitts, Chair
Board of Commissioners

Tonya Grier,
Clerk to the Commission

(Seal)

Approved as to Content:

Approved as to Form:

Stanley Wilson, Director
Department of Community Development

Office of the County Attorney

[https://fc0365.sharepoint.com/sites/CountyAttorney/CAContracts/CommunityDevelopment/IMANAtlanta/Contract-IMANAtlanta-\\$75000_3.14.24.docx](https://fc0365.sharepoint.com/sites/CountyAttorney/CAContracts/CommunityDevelopment/IMANAtlanta/Contract-IMANAtlanta-$75000_3.14.24.docx)

ATTACHMENT “A” SCOPE OF WORK INNER CITY MUSLIM ACTION NETWORK CORP

In consideration of the not to exceed amount of SEVENTY-FIVE THOUSAND (\$75,000.00) allocated to the Inner City Muslim Action Network Corp (IMAN Atlanta) as part of the Fulton County Community Development Department’s FY2024 Budget, IMAN Atlanta agrees to perform the services outlined below and provide the following information:

**A. Phase I Renovation of the Wellness Center & Food Pantry
(2179 MLK Dr. SW, ATLANTA GA 30310)**

I. Assessment and Planning:

- A. Assess the home's structure, zoning regulations, and potential challenges.
- B. Hire a General Contractor.
- C. Define renovation scope, including wellness services, pantry layout, and sustainability goals.
- D. Develop a project plan with timelines, budgets, and permits.

II. Design:

- A. Collaborate with an architect if needed for efficient space layout and sustainable design.
- B. Design energy-efficient HVAC, lighting, and insulation systems.

III. Construction

- A. Make structural modifications as needed.
- B. Install energy-efficient windows, and insulation
- C. Build dedicated wellness and pantry spaces.

IV. Sustainability Integration

- A. Implement waste reduction, composting, and recycling programs.
- B. Source organic, local produce for the pantry.

V. Testing and Commissioning

- A. Test all systems and train staff on operations.
- B. Conduct a soft opening for community feedback.

VI. Ongoing Maintenance

- A. Establish maintenance schedule for building and systems.
- B. Monitor energy, water, and waste metrics for continuous improvement.

- B. By December 31, 2024, IMAN Atlanta shall submit invoices to the County reflecting that IMAN Atlanta has utilized the County’s funding to provide the services outlined above. All invoices submitted to verify eligible expenses are subject to review and approval by the Director of Community Development. Such invoices shall be provided to Stanley Wilson, Director, Fulton County Department of Community Development, 137 Peachtree Street, SW, 1st Floor, Atlanta, GA 30303.**

ATTACHMENT "B"

INSURANCE AND LIABILITY

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

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

Comprehensive General Liability

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

Automobile Liability

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

ATTACHMENT B

INSURANCE AND LIABILITY

IMAN Atlanta shall obtain for the life of the contract such insurance as shall fully protect IMAN Atlanta and any subcontractors performing work covered by this Contract from any and all claims, including bodily injury, property damage or personal injury that may result from IMAN Atlanta under this Contract.

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

Comprehensive General Liability

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

Automobile Liability

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/10/2025

3/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: LM Insurance Corporation INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C. No): NAIC # 33600
INSURED 1539550 Inner-City Muslim Action Network 2744 W. 63rd St Chicago IL 60629		

COVERAGES**CERTIFICATE NUMBER:** 20437541**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC5-39S-712567-064	3/10/2024	3/10/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION****20437541**Fulton County Government-Purchasing Department
130 Peachtree Street S.W. Ste. 1168
Atlanta, GA 30303-3459

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GPI Financial Services 2400 Herodian Way SE Suite 220 Smyrna, GA 30080	CONTACT NAME: Gregory R Palmer PHONE (A/C, No, Ext): 404-484-3638 E-MAIL ADDRESS: greg@gpifinancial.com FAX (A/C, No): 770-693-2205																					
INSURED Inner-City Muslim Action Network (IMAN) - Atlanta 2001 Martin Luther Kind Dr SW 5th Floor Atlanta, GA 30310	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Philadelphia Insurance Company</td><td></td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Philadelphia Insurance Company		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Philadelphia Insurance Company																					
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	PHPK267643	03/29/2024	03/29/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK2672643	03/29/2024	03/29/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		PHUB906541	03/29/2024	03/29/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is a "Additional Insured" per the Coverage Form attached to this policy.

CERTIFICATE HOLDER**CANCELLATION**Fulton County Government
141 Pryor St SW
Atlanta, GA 30303-3408

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Gregory R. Palmer



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0274

Meeting Date: 4/17/2024

Department

Superior Court Administration

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

Request approval to extend an existing contract with A & A All County Monitoring Services, Inc. (Lawrenceville, GA), in an amount not to exceed \$305,000.00, for an additional 30 day period in order to complete the transition to the new service provider for 23RFP1208B-RT, Electronic Pretrial Monitoring Services. Effective May 1, 2024 through May 30, 2024.

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

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

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

Justice and Safety

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background As a result of the COVID-19 public health crisis, the County entered into an Emergency Authorization Agreement with A & A All County Monitoring Services, Inc., to provide electronic monitoring and GPS services for the County Court Backlog Project ("Project ORCA") in order to address and alleviate overcrowding conditions at the Fulton County Jail. This request is to extend the contract for an additional 30 day period in order for the Evaluation Committee to complete

the evaluation process.

Scope of Work: To provide electronic (ankle) monitoring and GPS services.

Community Impact: Funding ankle monitors provides the opportunity for individuals who might not be able to afford the charges to be released.

Department Recommendation: Recommend approval.

Project Implications: Not providing funding will significantly reduce the number of individuals released on ankle monitoring.

Community Issues/Concerns: None

Department Issues/Concerns: None

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount			\$1,525,000.00
Amendment No. 1	23-0779	11/15/2023	\$1,646,735.00
Amendment No. 2	23-0881	12/06/2023	\$850,000.00
Amendment No. 3	24-0194	3/20/2024	\$305,000.00
Amendment No. 4			\$305,000.00
Total Revised Amount			\$4,631,735.00

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

Not Applicable

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

Exhibit 1: Amendment No. 4 to Form of Agreement

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

David Summerlin, Superior Court Administrator

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$1,525,000.00
Previous Adjustments: \$2,801,735.00
This Request: \$305,000.00
TOTAL: \$4,631,735.00

Grant Information Summary

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

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

448-118-BLAD-1163: American Rescue Plan, County Manager, Inmate Outsourcing

Funding Line 2:

100-999-S200-1163: General Fund, Non-Agency, Inmate Outsourcing

Key Contract Terms	
Start Date: 5/1/2024	End Date: 5/30/2024
Cost Adjustment:	Renewal/Extension Terms:

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

Choose an item.

Report Period Start: Report Period End:

AMENDMENT NO. 4 TO FORM OF AGREEMENT

This Amendment No. 4 to the Emergency Authorization Agreement is made and entered into this 1st day of May 2024, between Fulton County, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as "County" and **A & A ALL COUNTY MONITORING SERVICES**, hereinafter referred to as "Contractor", authorized to transact business in the State of Georgia.

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with A&A All County Monitoring Services to provide ankle monitoring services for the Court Backlog Project ("Project ORCA"), dated January 1, 2023; and

WHEREAS, the County wishes to extend the subject contract, with all terms and conditions unchanged, for an additional thirty (30) day period beginning May 1, 2024, with an expiration date of May 30, 2024, in order to continue the ankle monitoring services for the Court Backlog Project ("Project ORCA"); and

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

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

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

This Amendment No. 4 to Form of Contract is effective as of the 1st day of May 2024, between the County and A & A All County Monitoring Services who agree that all services specified will be performed in accordance with this Amendment No. 4 to Form of Contract and the Emergency Authorization Agreement.

1. **SCOPE OF WORK TO BE PERFORMED:** To continue to provide ankle monitoring services for the Court Backlog Project ("Project ORCA") for an additional thirty (30) day period beginning May 1, 2024 through May 30, 2024.
2. **COMPENSATION:** The services herein shall be performed by Contractor in an amount not to exceed \$305,000.00 (Three Hundred Five Thousand Dollars and No Cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 4 to Form of Agreement shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the County and delivered to Contractor.

4. **EFFECT OF AMENDMENT NO. 4 TO FORM OF AGREEMENT:** Except as modified by this Amendment No. 4 to Form of Agreement and the Agreement, and all Agreement Documents, remain in full force and effect.

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

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

**A&A ALL COUNTY
MONITORING SERVICES**

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Charles Rhea Shaw III
Owner

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

David Summerlin, Superior Court Administrator
Office of the Court Administrator

Commission Expires: _____

(Affix Notary Seal)

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



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0275

Meeting Date: 4/17/2024

Department

Superior Court Administration

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

Request approval of a recommended proposal - Superior Court Administration, 23RFP1208B-RT, Electronic Pretrial Monitoring Services in an amount not to exceed \$2,000,000.00 with A 2nd Chance Monitoring (Marietta, GA), to provide electronic pretrial monitoring services for the County's Electronic Monitoring Program by coordinating and providing electronic monitoring services for those participants the County has determined to be eligible for pretrial electronic monitoring awaiting trial by and under the jurisdiction of the County. Effective May 1, 2024 through December 31, 2024 with two renewal options.

Requirement for Board Action

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)*

Justice and Safety

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: This is a request to approve a new procurement for electronic monitoring services for Pretrial. The County made a decision to provide electronic monitoring and GPS services for those participants the County has determined to be eligible for pretrial electronic monitoring awaiting trial by and under the jurisdiction of the County in order to address and alleviate

overcrowding conditions at the Fulton County Jail.

The Request for Proposal (“RFP”) was issued in accordance with O.C.G.A. 17-6-1.1 which provides that, “[i]n addition to other methods of posting bail or as special condition of bond, a defendant may be released from custody pending the trial of his or her case on the condition that the defendant comply with the terms and conditions of an electronic pretrial release and monitoring program which is approved pursuant to subsection (j) of this Code section.” The monthly maximum number of participants is 1581.

Scope of Work: To provide electronic (ankle) monitoring and GPS services.

Community Impact: Funding ankle monitors provides the opportunity for individuals who might not be able to afford the charges to be released.

Department Recommendation: Recommend approval.

Project Implications: Not providing funding will significantly reduce the number of individuals released on ankle monitoring.

Community Issues/Concerns: None

Department Issues/Concerns: None

Contract Modification: This is a new procurement.

Contract & Compliance Information

Contract Value: \$2,000,000.00
Prime Contractor: A 2nd Chance Monitoring
Prime Status: Non-Minority
Location: Marietta, GA
County: Cobb County
Prime Value: \$1,400,000.00 or 70.00%

Subcontractor: JSG Monitoring
Prime Status: Non-Minority
Location: Jackson, MS
County: Hinds County
Subcontractor Value: \$600,000.00 or 30.00%

Total Contract Value: \$2,000,000.00 or 100.00
Total Certified Value: \$0.00 or 0.00%

Exhibits Attached

Exhibit 1: Evaluation Committee Recommendation Memo

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

David Summerlin, Superior Court Administrator

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$2,000,000.00
TOTAL: \$2,000,000.00

Grant Information Summary

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

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

100-999-S200-1163: General Fund, Non-Agency, Inmate Outsourcing

Key Contract Terms	
Start Date: 5/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: 1 renewal options

Agenda Item No.: 24-0275

Meeting Date: 4/17/2024

Overall Contractor Performance Rating: New Vendor

Would you select/recommend this vendor again?

Choose an item.

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



INTEROFFICE MEMORANDUM

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

FROM: Evaluation Committee Recommendation Letter

DATE: April 11, 2024

PROJECT: #23RFP1208B-RT, Electronic Pretrial Monitoring Services

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-referenced project on behalf of the Superior Court Administration.

Four (4) qualified firms submitted proposals for evaluation and consideration for award of this project:

1. A 2nd Chance Monitoring
2. Allied Universal Electronic Monitoring US, Inc.
3. A And A All County Monitoring a Talitrix Company
4. Tyler Technologies, Inc.

After review of the technical proposal the following firms were short-listed:

1. A 2nd Chance Monitoring
2. A And A All County Monitoring a Talitrix Company

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 A 2nd Chance Monitoring is the recommended vendor for the award of #23RFP1208B-RT, Electronic Monitoring Services with a final score of **93.63%**.

Evaluation Committee Recommendation Letter

Date: April 11, 2024

#23RFP1208B-RT, Electronic Pretrial Monitoring Services

Page | 2

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

SELECTION COMMITTEE MEMBERS:


DocuSigned by:



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Katara Burns Project Manager

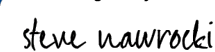
DocuSigned by:



864304D534464B2...

LeeAndrea Wyche – Captain
Fulton County Sheriff's Office

DocuSigned by:



AFF7800841EE437...

Steve Nawrocki – Assistant Chief Strategy Officer
County Manager

DocuSigned by:



D8369A68AB034AA...

David Summerlin – Office of the Superior Court
Superior Court Administrator

Evaluation Committee Recommendation Letter
Date: April 11, 2024
#23RFP1208B-RT, Electronic Pretrial Monitoring Services
Page | 3

EVALUATION CRITERIA	WEIGHT	A 2 nd Chance Monitoring								
Project Approach	35.00%	35%								
Qualifications of Key Personnel	10.00%	9.38%								
Relevant Project Experience	20.00%	16.25%								
Availability of Personnel	3%	3%								
Local Preference	5.00%	5%								
Service Disabled Veterans Preference	2.00%	0%								
Cost Proposal	25.00%	25%								
TOTAL SCORE:	100.00%	93.63%								



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0247

Meeting Date: 4/17/2024

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

Request approval of a Resolution establishing policies limiting the use of Fulton County staff for certain events by members of the Fulton County Board of Commissioners; and for other purposes.
(Thorne) (HELD ON 4/10/24)

1 **A RESOLUTION ESTABLISHING POLICIES LIMITING THE USE OF FULTON**
2 **COUNTY STAFF FOR CERTAIN EVENTS BY MEMBERS OF THE FULTON COUNTY**
3 **BOARD OF COMMISSIONERS; AND FOR OTHER PURPOSES.**
4

5 **WHEREAS**, the members of the Fulton County Board of Commissioners (“BOC”)
6 hold and participate in various events in their districts and throughout Fulton County (the
7 “County”) in their role as elected officials and as part of representing their constituents
8 and the County; and

9 **WHEREAS**, at various times Commissioners seek to utilize the services of staff
10 from County departments and entities within the County for events, including staff from
11 the Department of External Affairs and FGTV; and

12 **WHEREAS**, these events increasingly occur outside of normal weekday business
13 hours, on weekends, and during holidays; and

14 **WHEREAS**, the BOC desires to implement policies limiting Commissioners’ use
15 of County staff at events held or participated in by BOC members to ensure that the use
16 of County staff does not negatively impact the routine business of the County, does not
17 interfere with the important day-to-day work performed by County staff, and does not
18 result in overtime pay; and

19 **WHEREAS**, the BOC finds it to be in the best interest of the County and County
20 staff for Commissioners to utilize their Commissioner staff at Commissioner events and
21 limit other County staff’s involvement at such events; and

22 **WHEREAS**, the BOC finds it to be in the best interest of the County for the BOC
23 to implement certain policies limiting County staff’s, as opposed to Commissioner staff’s,
24 involvement in Commissioner events; and

1 **WHEREAS**, pursuant to the County's home rule powers found in the Constitution
2 of the State of Georgia, Art. 9, § 2, ¶ 1(a), the BOC is authorized to adopt reasonable
3 ordinances, resolutions, or regulations relating to the County's affairs for which no
4 provision has been made by general law and which is not inconsistent with the
5 Constitution or any local law applicable thereto.

6 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
7 establishes the policies set forth in Exhibit A, attached hereto and incorporated herein by
8 reference, with regard to members of the Board of Commissioners use of Fulton County
9 departmental staff at events held or participated in by members of the Board of
10 Commissioners.

11 **BE IT FINALLY RESOLVED**, that this Resolution will take effect upon its adoption
12 and all resolutions and parts of resolutions in conflict with this Resolution are hereby
13 repealed to the extent of such conflict.

14 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
15 Georgia this 10th day of April, 2024.

16 **FULTON COUNTY**
17 **BOARD OF COMMISSIONERS**

18 **Sponsored by:**
19

20
21 _____
22 Commissioner Bridget Thorne
23 District 1

24 **ATTEST:**
25
26
27

28 _____
29 Tonya R. Grier, Clerk to the Commission
30

1 APPROVED AS TO FORM:

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3

4

5 Y. Soo Jo, County Attorney

6

7 C:\Legislation\BOC\Resolutions\2024 Resolutions\Thorne\04.10.24 Resolution on Staff Support for Commissioner Events.docx

EXHIBIT A

Policies on County Staff Support for Commissioner Events

The following policies are hereby adopted by the Fulton County Board of Commissioners to relieve the burden on County staff as well as prioritize the day-to-day work of the County.

1. Commissioners shall prioritize using their own district staff to support events.
2. Commissioners shall avoid the appearance of using County staff and facilities for campaign purposes. It is not primarily the job of individual Commissioners to schedule events intended to raise general awareness of County services.
3. Commissioners shall provide the request for County staff support in writing a minimum of 14 days in advance of the event. As an exception, the following departments shall be provided with 30 days notice: External Affairs and DREAM. Requests outside of these timeframes should not be sent to department heads.
4. A Commissioner shall only request County staff for one (1) event per month that takes place at a non-Fulton County facility or after normal working hours (i.e., a start time of 5:00 PM or later, anytime on Saturday, Sunday or a holiday). The after working hours provision applies to events held at both Fulton County facilities and non-Fulton County facilities.
5. County staff shall not be expected to stay at an event after the main program has ended. For example, County staff should not be asked to stay after the main program has ended to take pictures/video.
6. Commissioners shall not expect County staff to attend or provide supplies, materials, and equipment to an event of a municipality, government agency (other than Fulton County), non-profit, or commercial organization, such as vendor fairs, NPU meetings/events, town hall meetings, grand openings, or ribbon cuttings.
7. County staff shall not be used to boost coverage of a Commissioner's attendance at third party events. For purposes of this section, a third party event is defined as an event that is not held or funded by a County department or where the event is not approved, held or supported by the full Board of Commissioners. County staff should also not be requested to prepare materials or goody bags for Commissioners to take to third party events.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0276

Meeting Date: 4/17/2024

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

Request approval of an Ordinance to amend Chapter 2, Article II, Division 2 of the Code of Laws of Fulton County to clarify the definition of "officer or employee" in the Code of Ethics. **(Ellis)**

1 **AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE II, DIVISION 2 OF THE CODE**
2 **OF LAWS OF FULTON COUNTY TO CLARIFY THE DEFINITION OF “OFFICER OR**
3 **EMPLOYEE” IN THE CODE OF ETHICS.**

4 **WHEREAS**, the Fulton County Board of Commissioners (“BOC”) has authority,
5 pursuant to the Constitution of the State of Georgia (Art. 9, § 2, ¶ 1(a)) to adopt reasonable
6 ordinances, resolutions, or regulations relating to the affairs of Fulton County, Georgia for
7 which no provision has been made by general law and which is not inconsistent with the
8 Constitution or any local law applicable thereto; and

9 **WHEREAS**, the BOC has, by ordinance, established a Code of Ethics (Fulton
10 County Code of Ordinances (“FCC”) § 2-66, *et seq.*) governing minimum standards of
11 conduct for “officers or employees”; and

12 **WHEREAS**, pursuant to FCC § 2-80, the Board of Ethics is empowered to render
13 advisory opinions regarding the applicability of the Code of Ethics and to hear and decide
14 complaints regarding alleged violations of the Code of Ethics; and

15 **WHEREAS**, the BOC values and supports transparency and accountability in all
16 aspects of Fulton County Government and in operations that are funded by Fulton
17 County; and

18 **WHEREAS**, the BOC finds that the Code of Ethics should be extended to any
19 appointed or elected official whose agency is appropriated funds from Fulton County.

20 **NOW, THEREFORE, BE IT ORDAINED**, that the Fulton County Code of Ethics §
21 2-67(l) is hereby amended to read as follows:

22 (l) *Officer or employee* means any elected officer of the county, any person appointed
23 to a county board, commission, or agency by the board of commissioners, any
24 person employed by the county, including contractual employees, and any person
25 retained by the county or any agency of the county in a consulting capacity, who
26 is exclusively obligated to the county for a period of ninety (90) or more days. This
27 definition does not include members of advisory boards having no decision-making
28 authority; provided, however, that county employees serving on the Advisory
29 Committee of the Atlanta-Fulton County Water Resources Commission continue
30 to be included within this definition while serving on that Advisory Committee. This
31 definition includes retired former employees and other former employees of the

1 county during any period in which they are later employed or retained by the county
2 or any county agency. This definition shall include any elected or appointed official
3 whose department or agency is appropriated funds from the county.

4 **BE IT FINALLY ORDAINED**, that this Ordinance shall become effective upon its
5 adoption, and that all ordinances, resolutions, and parts of ordinances and resolutions in
6 conflict with this Ordinance are hereby repealed to the extent of the conflict.

7 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
8 Georgia, this ____ day of _____, 2024.

9
10 **FULTON COUNTY BOARD OF COMMISSIONERS**

11
12 Sponsored by:

13
14
15 _____
16 Bob Ellis, District 2
17
18
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21
22

23 ATTEST:

24
25
26 _____
27 Tonya R. Grier, Clerk to the Commission
28
29
30
31

32 APPROVED AS TO FORM:

33
34
35 _____
36 Y. Soo Jo, County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0277

Meeting Date: 4/17/2024

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

Request approval of Fulton County Anti-Nepotism Policy. **(Ellis)**



POLICY

SUBJECT: Anti-Nepotism

DATE:

NUMBER:

I. STATEMENT OF POLICY PURPOSE

It is the policy of Fulton County to ensure effective supervision, internal discipline, trust and positive morale in the workplace, and seeks to avoid the appearance of, or potential for, favoritism, conflicts of interest, the appearance of impropriety, and conflicts of loyalty associated with nepotism.

II. ANTI-NEPOTISM POLICY

No employee or elected/appointed official whose department or agency is appropriated funds from Fulton County, shall advocate for or cause, directly or indirectly, the hiring, advancement, promotion, transfer or engagement or the ongoing employment or engagement of a 'related person' of the employee or elected/appointed official to any office, position, or independent contractor role funded by Fulton County.

"Related person" for purposes of this policy is defined as an individual's parent, child, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, first cousins, stepparent, stepchild, stepsibling, spouse, parent-in-law, brother-in-law, sister-in-law, fiancée, fiancé, legal guardian, or person other than a spouse engaged in any consensual romantic, sexual, dating or other intimate relationship with the employee or elected/appointed official.

"Related person" is further defined to include any member of the employee's or elected/appointed official's household or any similar relationship not specifically identified herein that is sufficiently close to create a conflict or appearance of a conflict of interest.

III. APPLICABILITY

This policy applies to all employees, independent contractors, contract personnel and any elected or appointed official whose department or agency is appropriated funds from Fulton County. This policy is not intended to replace or repeal Fulton County Personnel Policy 311-16, but rather to supplement that existing policy.

IV. VIOLATIONS

The County Manager or his/her designee shall investigate alleged violations of this policy. All findings of violations of this policy by employees shall be reported to the applicable Appointing Authority for disciplinary action.

All findings of violations of the policy by elected or appointed officials shall be reported to the Board of Commissioners. The Board of Commissioners shall have the authority to take action against a violator including, but not limited to, issuing a public censure and imposing a fine to be paid by the violator or automatically deducted from the violator's compensation after notice and an opportunity to be heard.

V. ESTABLISHMENT AND IMPLEMENTATION OF PROCEDURE

The County Manager in conjunction with the Chief Operating Officer and County Attorney is authorized to establish and modify, as needed, a procedure for implementing this policy.