

**FULTON COUNTY BOARD OF COMMISSIONERS  
RECESS MEETING**

February 21, 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****24-0107 Board of Commissioners**

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

**24-0108 Board of Commissioners**

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Dexter King Remembrance Day." **(Hall/Arrington/BOC)**  
February 10, 2024

Proclamation recognizing "Jacques L. Jefferson Appreciation Day."  
**(Abdur-Rahman)**  
February 10, 2024

Proclamation recognizing "Napoleon B. Cobb Remembrance Day." **(Arrington)**  
February 10, 2024

Proclamation recognizing "Reshard Snelling Appreciation Day." **(Abdur-Rahman)**  
February 12, 2024

Proclamation recognizing "Usher Raymond Appreciation Day."  
**(Hall/Arrington/Pitts/Abdur-Rahman/Thorne)**  
February 14, 2024

Proclamation recognizing "Rhonda Thomas Appreciation Day." **(Hall/Arrington)**  
February 16, 2024

Proclamation recognizing "Avery Sunshine Appreciation Day." **(Hall/Arrington)**  
February 16, 2024

Proclamation recognizing "Eric Roberson Appreciation Day." **(Hall/Arrington)**  
February 16, 2024

Proclamation recognizing "Stephanie Mills Appreciation Day." **(Hall/Arrington)**  
February 16, 2024

Proclamation recognizing "Herschel Martin Jones Appreciation Day." **(Arrington)**  
February 17, 2024



Proclamation recognizing "Kenneth The Maestro Lowe Appreciation Day."  
**(Abdur-Rahman)**  
February 17, 2024

Proclamation recognizing "Love and Courage Stroke and Heart Disease Survivor's  
Program, Inc. Awareness Day." **(Abdur-Rahman)**  
February 20, 2024

Proclamation recognizing "Student Leadership Johns Creek Appreciation Day."  
**(Thorne)**  
February 22, 2024

### **Commissioners' District Board Appointments**

#### **24-0109**

#### **Board of Commissioners**

#### **FULTON COUNTY REPARATIONS TASK FORCE**

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

Term = 2 Years

Term below expired: 12/31/2023

Rodney J. Littles **(Abdur-Rahman)**

**Vice Chair Abdur-Rahman has nominated Rodney J. Littles for a District reappointment to a term ending December 31, 2025.**

**24-0110 Board of Commissioners****FULTON COUNTY CITIZENS COMMISSION ON THE ENVIRONMENT**

The Fulton County Citizens Commission on the Environment shall consist of citizens from throughout Fulton County to be appointed by the Members of the Board of Commissioners. There shall be fourteen (14) members to serve on the Commission. In making such appointments, the Fulton County Board of Commissioners shall ensure that the terms of appointment are staggered. Each District Commissioner shall appoint one Commission member to a four (4) year term. Each District Commissioner shall also appoint one Commission member to a two (2) year term to ensure staggered terms. After the expiration of each appointee's initial term, the regular term of office for such an appointee shall be four (4) years. No term of any member shall extend beyond the term of the District Commissioner who appointed the member to serve on the Fulton County Citizens Commission on the Environment; however, each member may continue to serve beyond his/her term until replaced. After the expiration of any appointee's initial term, the Commission may recommend to the Fulton County Board of Commissioners a list of eligible persons for consideration as appointees to the Commission. The Appointing member of the Fulton County Board of Commissioners may remove his/her appointee(s) to this Commission at any time and within the sole discretion of that individual of the Fulton County Board of Commissioners.

**Staggered Terms**

Term = 2 Years

Term = 4 Years

Term below expired: 12/31/2022Mandisha A. Thomas (**Abdur-Rahman**)

**Vice Chair Abdur-Rahman has nominated Mandisha A. Thomas for a District reappointment to a term ending December 31, 2026.**

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

**24-0111 Board of Commissioners**

Execution by Chairman Robert L. Pitts of a TEFRA (Tax Equity Fiscal Responsibility Act) for documentation pertaining to the proposed issuance of its Development Authority of Fulton County Senior Housing Revenue Notes (Shannon Reserve Apartments Project) Series 2024 or similarly styled instrument, in an amount not to exceed \$28,419,000 (the "Notes").

**24-0112 Board of Commissioners**

Execution by Chairman Robert L. Pitts of a TEFRA (Tax Equity Fiscal Responsibility Act) for documentation pertaining to the proposed issuance of its Development Authority of Fulton County Georgia Tech Facilities Refunding Revenue Bonds. Series 2024A, in an amount not to exceed \$55,000,000 (the "Bonds").

**Open & Responsible Government****24-0113 Finance**

Ratification of the January 2024 Grants Activity Report.

**24-0114 Real Estate and Asset Management**

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 15RFP96985C-DR, FIT Pick Micro Market, Vending Machine & Catered Events with Coca-Cola Bottling Company United, formerly Coca Cola Refreshments USA, Inc. dba Coca Cola Distribution Center (Atlanta, GA), to provide vending machine services for Fulton County facilities including the Government Center Complex, Justice Center Tower, Juvenile Justice Center, and other County-owned, or leased facilities. This action exercises the first of one renewal option. No renewal options remain. Effective dates: March 1, 2024, through February 28, 2026. This is a revenue generating contract.

**Infrastructure and Economic Development****24-0115 Real Estate and Asset Management**

Request approval of a Resolution approving an Intergovernmental Agreement between Fulton County and the Fulton County Board of Education for the purpose of providing polling locations for the citizens of Fulton County; to authorize the Chairman to execute the Intergovernmental Agreement and related documents; to authorize the County Attorney to approve the Intergovernmental Agreement as to form and make modifications thereto to protect the interests of Fulton County prior to execution; and for other purposes.

**Justice and Safety****24-0116 Emergency Management**

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

**24-0117 Emergency Management**

Request approval of an Intergovernmental Agreement (IGA) between the City of South Fulton, Georgia and Fulton County, Georgia, by which the City and the County would agree to fire protection, fire suppression, emergency medical response, community risk reduction, rescue, hazardous material response, technical rescue, ancillary fire services and support assistance, and first response non-transport emergency medical services within the specific boundaries of the unincorporated portion of Fulton County, Georgia. The IGA is effective January 1, 2024 and ending on December 31, 2024. This Agreement may renew on January 1st of each successive year for up to three (3) years. This Agreement may not be renewed or enforced beyond December 31, 2027. Renewal of this Agreement shall require written notice by both the County and the City and shall not be automatic. The County's funding obligation annually is the amount of three Hundred Fifty-Six Thousand Two Hundred and Fifty Dollars and Zero Cents which shall be remitted to the City in monthly payments of Twenty-Nine Thousand Six Hundred and Eighty-Seven Dollars and Fifty Cents.

**RECESS MEETING AGENDA****24-0118 Board of Commissioners**

Adoption of the Recess Meeting Agenda.

**24-0119 Clerk to the Commission**

Ratification of Minutes.

Recess Meeting Minutes, January 24, 2024

Regular Meeting Post Agenda Minutes, February 7, 2024

Special Called Emergency Meeting Post Agenda Minutes, February 8, 2024

Special Called Emergency Meeting Post Agenda Minutes, February 15, 2024

**24-0120 Board of Commissioners**

Presentation of Proclamations and Certificates.

Proclamation recognizing "Beulah Boys Appreciation Day." **(Hall/Arrington)**

Proclamation recognizing "Kappa Alpha Psi Fraternity, Inc. Appreciation Day." **(Arrington)**

Proclamation recognizing "Chairman Eldrin Bell Appreciation Day." **(Abdur-Rahman)**

**PUBLIC HEARINGS****24-0121 Board of Commissioners**

Public Comment - Citizens are allowed to voice County related opinions, concerns, requests, etc. during the Public Comment portion of the Commission meeting.

**Priority for public comment will be given to Fulton County citizens and those individuals representing businesses or organizations located within Fulton County, including their employees, whether such persons are commenting in-person, via emails or via Zoom or other electronic media (i.e., phone call). Non-Fulton County citizens will only be heard after all in-person Fulton County citizens, representatives of business and organizations located within Fulton County, including their employees, have been heard and the time allotted for public comment has not expired, except as otherwise provided in this code section. County staff shall verify the residency of each public speaker prior to such person being heard by the board. Speakers will be granted up to two minutes each. Members of the public will not be allowed to yield or donate time to other speakers. The Public Comment portion of the meeting will not exceed sixty (60) minutes at the Regular Meeting, nor will this portion exceed sixty (60) minutes at the Recess Meeting.** In the event the 60-minute time limit is reached prior to public comments being completed, public comment will be suspended and the business portion of the BOC meeting will commence. Public comment will resume at the end of the meeting. For more information or to arrange a speaking date, contact the Clerk's Office.

**PRESENTATIONS TO THE BOARD****Metropolitan Atlanta Rapid Transit Authority****24-0122 Board of Commissioners**  
MARTA Quarterly Update**COUNTY MANAGER'S ITEMS****Open & Responsible Government****24-0123 County Manager**  
Presentation of the Fulton County Operational Report.**24-0060 Real Estate and Asset Management**  
Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC 99999-001-SPD0000183-0006, Police Pursuit and Special Services Vehicles in an amount not to exceed \$611,020.00 with Wade Ford, Inc. (Smyrna, GA), to purchase and deliver sixteen (16) law enforcement/administrative vehicles for the Fulton County District Attorney's Office. This is a one-time procurement. **(HELD ON 1/24/24 AND 2/7/24)**

**24-0124 Real Estate and Asset Management**

Request approval of recommended proposals - Department of Real Estate and Asset Management, 23RFP04262023K-BKJ, Design-Build Services for the Renovation and Refurbishment of Fulton County Government Facilities in an amount not to exceed \$28,035,619.00 with Winter Johnson Group (Atlanta, GA) (a joint venture comprised of The Winter Construction Company, LLC and Johnson Construction Services, LLC) to provide Design-Build Services for the renovation of selected areas in the Fulton County Government Center Complex and the Central Library. Effective upon issuance of Notice to Proceed (NTP) for 750 consecutive calendar days or completion of construction project as determined by Fulton County.

**24-0055 Information Technology**

Request approval to award a contract without competition - Department of Information Technology, 19RFP3152019K-DJ, Agenda Management System with Carahsoft Technology Corporation (Reston, VA) in an amount not to exceed \$267,200.35 to provide licenses and professional services required to upgrade the existing agenda management system. Effective upon BOC approval until final acceptance of project deliverables and milestones. **(HELD ON 1/24/24 AND 2/7/24)**

**24-0125 Information Technology**

Request approval of a statewide contract - Information Technology, SWC 99999-SPD-NVPUT3229-0001, Data Communication Products & Services, in the amount not to exceed \$455,660.21 with Palo Alto Networks, Inc. through Presidio Networked Solutions LLC, (Norcross, GA) an authorized Reseller to provide Endpoint Protection. Effective upon BOC approval until Final Acceptance, the final delivered product is fully implemented in the County's live production environment as determined by the CIO.

**24-0126 Information Technology**

Request approval to award a contract without competition - Department of Information Technology. Upgrade of the County's Enterprise Resource Planning (ERP) application with CGI Technologies and Solutions Inc. (Fairfax, VA), in an amount not to exceed \$10,200,000.00. Design, configure, and implement to the latest version (4.0) of the County's Enterprise Resource Planning (ERP) software. Effective upon BOC approval until Final Acceptance, the final delivered product is fully implemented in the County's live production environment as determined by the CIO.

**24-0127 Information Technology**

Request approval to utilize Cooperative Purchasing - Department of Information Technology, State of North Dakota #146 Strategic Assessments, Upgrade of the County's Enterprise Resource Planning Software (ERP) application with International Consulting Acquisition Corp. dba ISG Public Sector (Stamford, CT) in an amount not to exceed \$1,250,000.00 to provide independent verification and validation services during the CGI software upgrade. Effective upon issuance of the Notice to Proceed and continue for eighteen (18) consecutive months.

**Arts and Libraries****24-0128 Arts and Culture**

Request approval of a statewide contract - Arts & Culture Department, SWC# 99999-SPD-0000136-0008, Professional Temporary Staffing in the amount of \$105,000.00 with Corporate Temps Inc. (Norcross, Georgia) to provide temporary staffing services for the Arts & Culture Department. Effective January 1, 2024 through June 30, 2024.

**Health and Human Services****24-0129 Behavioral Health and Developmental Disabilities**

Request approval of a Memorandum of Understanding between Fulton County, the Fulton County Department of Behavioral Health and Developmental Disabilities (BHDD) and the Atlanta/Fulton County Prearrest Diversion Initiative, Inc. ("PAD") to continue providing financial support for delivery of pre-arrest diversion services in the amount of \$400,000.00 for the period January 1, 2024 to December 31, 2024.

**24-0130 Public Works**

Request approval of the lowest responsible bidder - Department of Public Works, 23ITBC060923A-KM, Uniforms, and Accessories in an amount not to exceed \$125,000.00 with Jonah's Enterprises Inc, (Brooklyn, NY) to provide uniforms and accessories. Effective upon execution of the contract through December 31, 2024, with two renewal options.

**24-0131 Public Works**

Request approval to extend an existing contract - Department of Public Works, FAA Contract DTFAWA-15-C000018, Air Traffic Control Services - Night Coverage at Fulton County Executive Airport - Charlie Brown Field, in an amount not to exceed \$73,567.71 with Robinson Aviation, Inc. (RVA) (Oklahoma, OK), to provide air traffic control night coverage services at Fulton County Executive Airport - Charlie Brown Field for an additional three month period effective March 31, 2024, through June 30, 2024.

**24-0132 Public Works**

Request approval of the lowest responsible bidder - Department of Public Works, 23ITB458876A-KM, Small Water Meter Installation in an amount not to exceed \$620,000.00 with Jewel of the South Inc. (Conyers, GA), to provide small water meter installation services effective January 1, 2024, through December 31, 2024, with two renewal options.



**Infrastructure and Economic Development****24-0133 Public Works**

Request approval of a recommended proposal - Department of Public Works, 23RFP140862K-CRB, Building Code Administration Services, Construction Management Services and Planning Services in an amount not to exceed \$185,709.50 with Nova Engineering and Environmental, LLC (Kennesaw, GA) to provide building code administration, construction management, and planning services associated with new development and redevelopment activity within the Fulton Industrial District area of unincorporated Fulton County. Effective March 1, 2024 through December 31, 2024, with two renewal options.

**Justice and Safety****24-0134 Police**

Request approval to increase the spending authority - Police Department, 23RFP139745B-EC, Armed and Unarmed Security Services in an amount not to exceed \$3,839,243.00 with Universal Protection Services dba Allied Security Services (Atlanta, GA) to provide armed and unarmed security services for Registration and Election. Effective upon BOC approval.

**COMMISSIONERS' ACTION ITEMS****24-0093 Board of Commissioners**

Request approval of a Resolution by the Fulton County Board of Commissioners urging the Georgia General Assembly to support legislation sponsored by the State Senator Donzella James to amend the Official Code of Georgia to lift the ban relating to restrictions on rent regulations by local governments and allow Counties and Municipalities the ability to regulate the rent to be charged for privately owned single-family or multiple-unit residential properties for those residing within the state of Georgia; and for other purposes. **(Hall) (HELD ON 2/7/24)**

**24-0135 Board of Commissioners**

Request approval of a Resolution to amend the fiscal year 2024 Board of Commissioners' departmental budget for District Four and for other purposes. (ref: item #24-0094) **(Abdur-Rahman)**



## COUNTY MANAGER'S PRESENTATION AND DISCUSSION ITEMS

### Open & Responsible Government

**24-0136** External Affairs

Presentation of 2024 State Legislative Session Update.

### EXECUTIVE SESSION

**24-0137** 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.:** 24-0108

**Meeting Date:** 2/21/2024

---

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

Proclamations for Spreading on the Minutes.

Proclamation recognizing “Dexter King Remembrance Day.” **(Hall/Arrington/BOC)**

February 10, 2024

Proclamation recognizing “Jacques L. Jefferson Appreciation Day.” **(Abdur-Rahman)**

February 10, 2024

Proclamation recognizing “Napoleon B. Cobb Remembrance Day.” **(Arrington)**

February 10, 2024

Proclamation recognizing “Reshard Snelling Appreciation Day.” **(Abdur-Rahman)**

February 12, 2024

Proclamation recognizing “Usher Raymond Appreciation Day.”

**(Hall/Arrington/Pitts/Abdur-Rahman/Thorne)**

February 14, 2024

Proclamation recognizing “Rhonda Thomas Appreciation Day.” **(Hall/Arrington)**

February 16, 2024

Proclamation recognizing “Avery Sunshine Appreciation Day.” **(Hall/Arrington)**

February 16, 2024

Proclamation recognizing “Eric Roberson Appreciation Day.” **(Hall/Arrington)**

February 16, 2024

Proclamation recognizing “Stephanie Mills Appreciation Day.” **(Hall/Arrington)**

February 16, 2024

Proclamation recognizing “Herschel Martin Jones Appreciation Day.” **(Arrington)**

February 17, 2024

Proclamation recognizing “Kenneth The Maestro Lowe Appreciation Day.” **(Abdur-Rahman)**

February 17, 2024

Proclamation recognizing “Love and Courage Stroke and Heart Disease Survivor’s Program, Inc. Awareness Day.” **(Abdur-Rahman)**

February 20, 2024

Proclamation recognizing “Student Leadership Johns Creek Appreciation Day.” **(Thorne)**

February 22, 2024





# Fulton County Board of Commissioners

## Agenda Item Summary

---

**Agenda Item No.:** 24-0111

**Meeting Date:** 2/21/2024

---

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

Execution by Chairman Robert L. Pitts of a TEFRA (Tax Equity Fiscal Responsibility Act) for documentation pertaining to the proposed issuance of its Development Authority of Fulton County Senior Housing Revenue Notes (Shannon Reserve Apartments Project) Series 2024 or similarly styled instrument, in an amount not to exceed \$28,419,000 (the "Notes").

February 12, 2024

**Via Hand Delivery**

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

Re: Development Authority of Fulton County – Union City Leased Housing  
Associates II, LLLP

Dear Ms. Grier:

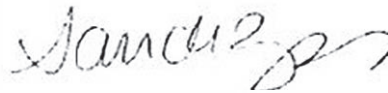
As attorney for the Development Authority of Fulton County (the “Issuer”), I am enclosing herewith for the signature of Chairman Pitts four copies of the TEFRA certificate, with attached standard supporting documentation, pertaining to the proposed issuance of its Development Authority of Fulton County Senior Housing Revenue Notes (Shannon Reserve Apartments Project) Series 2024 or similarly styled instrument, in an amount not to exceed \$28,419,000 (the “Notes”). The Notes will be issued for the benefit of Union City Leased Housing Associates II, LLLP, a Minnesota limited liability limited partnership, or an affiliate thereof (the “Borrower”), for the purposes of (a) acquiring, constructing, furnishing and equipping an approximately 166-unit affordable housing community for seniors; (b) funding reserves; and (c) paying all or a portion of the costs of issuing the Notes. The Borrower’s facilities financed by the Notes will be owned by the Borrower and operated by the Borrower and its affiliates. The facilities are to be located on Shannon Parkway approximately 500 feet north of the intersection of Shannon Parkway and Resurrection Way at or about 6822 Shannon Parkway, Union City, Georgia 30291, in Fulton County, Georgia.

Please note that the Borrower commits to comply with the Issuer’s Minority and Female Business Enterprises Policy, which was revised April 22, 2008, in accordance with the Fulton County Board of Commissioners Resolution adopted April 2, 2008, and the Borrower projects minority and female participation in the project to be approximately 20%.

If you or Chairman Pitts have any questions, please call me. Otherwise, please ask Chairman Pitts to execute the enclosed certificates at his earliest opportunity, and please then return at least three executed certificates with supporting documentation to me at your earliest opportunity for further processing.

Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read "Sandra Z. Zayac", with a stylized flourish at the end.

Sandra Z. Zayac

SZZ

Enclosures

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



**CERTIFICATE OF CHAIRMAN OF FULTON COUNTY BOARD OF  
COMMISSIONERS REGARDING PUBLIC APPROVAL FOR DEVELOPMENT  
AUTHORITY OF FULTON COUNTY  
SENIOR HOUSING REVENUE NOTES FINANCING FOR  
UNION CITY LEASED HOUSING ASSOCIATES II, L.L.P**

The undersigned is the Chairman of the Fulton County Board of Commissioners, and as such is the designated chief elected executive official of Fulton County. Union City Leased Housing Associates II, L.L.P, a Minnesota limited liability limited partnership, or an affiliate thereof (the "Company") proposes to (a) acquire, construct, furnish and equip an approximately 166-unit affordable housing community for seniors; (b) fund reserves; and (c) pay all or a portion of the costs of issuing the Notes (collectively, the "Project").

The Project is to be financed from the proceeds of the Notes. The initial owner, operator or manager of the facilities financed by the Notes will be the Company and its affiliates. The facilities financed by the Notes are located in Fulton County.

On January 29, 2024, notice of the public hearing (the "Notice") was published on the website of the Development Authority of Fulton County. The Notice was designed to apprise residents of Fulton County of the proposed issuance of the Notes by the Issuer and was published not less than 7 days before the scheduled date of the public hearing referred to in the Notice. A copy of the Publisher's Affidavit including a copy of the Notice is attached as Exhibit "A" to the Certification of Hearing Officer (the "Certification") dated February 12, 2024, which is attached hereto.

On February 12, 2024, a public hearing (the "Hearing") with regard to the issuance of the Notes was held at 11:00 a.m. via teleconference in accordance with Revenue Procedure 2022-20. The Hearing was accessible to the residents of the approving governmental unit by calling a toll-free telephone number. The public was invited to join by dialing 833-928-4610 (Meeting ID: 898 8142 1409). The Hearing was conducted in a manner that provided a reasonable opportunity for persons with differing views on both the issuance of the Notes and the location and nature of the Project to be heard, as evidenced by the Certification, which is attached hereto.

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

[Intentionally left blank]

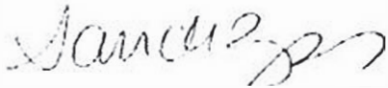
Based on the foregoing, the undersigned duly approves the issuance of the Notes as contemplated by the Notice for the purpose of financing the Project for the Company. This approval is solely intended to comply with the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended, and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

This \_\_\_\_ day of \_\_\_\_\_, 2024.

---

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

Approved as to form:



---

Attorney

**CERTIFICATION  
RELATIVE TO THE ISSUANCE OF  
DEVELOPMENT AUTHORITY OF FULTON COUNTY  
SENIOR HOUSING REVENUE NOTES FINANCING  
(UNION CITY LEASED HOUSING ASSOCIATES II, LLLP)**

WHEREAS, the DEVELOPMENT AUTHORITY OF FULTON COUNTY (the "Issuer") is considering adoption of or has adopted a Resolution (the "Resolution") providing for the issuance of Development Authority of Fulton County Senior Housing Revenue Notes (Shannon Reserve Apartments Project) Series 2024 or similarly styled instrument, in an amount not to exceed \$28,419,000 (the "Notes"); and

WHEREAS, prior to the adoption of the Resolution, notice of public hearing (the "Notice") was published on January 29, 2024 on the website of the Issuer, as evidenced by the copy of Publisher's Affidavit including a copy of the Notice attached hereto as Exhibit "A". The Notice was designed to apprise residents of Fulton County of the proposed issuance of the Notes by the Issuer and was published not less than 7 days before the scheduled date of the public hearing referred to in the Notice; and

WHEREAS, on February 12, 2024, a public hearing (the "Hearing") with regard to the issuance of the Notes was held at 11:00 a.m. via teleconference in accordance with Revenue Procedure 2022-20. The Hearing was accessible to the residents of the approving governmental unit by calling a toll-free telephone number. The public was invited to join by dialing 833-928-4610 (Meeting ID: 898 8142 1409). The Hearing was conducted by the undersigned as authorized hearing officer for the Issuer in a manner that provided a reasonable opportunity to be heard for persons with differing views on both the issuance of the Notes and the location and nature of the Project; and

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

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

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

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

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

NOW, THEREFORE, the undersigned does hereby certify the above facts are true and correct and does request the Board of Commissioners of Fulton County approve the issuance of the Development Authority of Fulton County Senior Housing Revenue Notes (Shannon Reserve Apartments Project) Series 2024, for the purpose of complying with Section 147(f) of the Internal Revenue Code of 1986.

Given under my hand and seal of the Issuer, this 12<sup>th</sup> day of February 2024.

A handwritten signature in black ink, appearing to read 'Lauren W. Daniels', written over a horizontal line.

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

**EXHIBIT "A"**

**(PUBLISHER'S AFFIDAVIT)**

## TEFRA Notices

Georgia Tech Facilities, Inc., Series 2024A Bonds, (Date Posted: January 31, 2024)

Union City Leased Housing Associates II, LLLP, Shannon Reserve, (Date Posted: January 29, 2024)

Georgia Tech Facilities, Inc., (Date Posted: October 30, 2023)

Georgia Tech Athletic Association, (Date Posted: September 11, 2023)

Atlanta International School, Inc., (Date Posted: September 11, 2023)

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

Shepherd Center, Inc., (Date Posted: October 19, 2022)

The Westminster Schools, Inc., (Date Posted: October 19, 2022)

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

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

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

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

East Point Abkhington Point, LP, (Date Posted: September 12, 2022)

TUFF-Atlanta Housing 2022, (Date Posted: November 24, 2021)



**NOTICE OF PUBLIC HEARING REGARDING**  
**NOT TO EXCEED \$28,419,000**  
**DEVELOPMENT AUTHORITY OF FULTON COUNTY**  
**SENIOR HOUSING REVENUE NOTES (SHANNON RESERVE APARTMENTS**  
**PROJECT)**  
**SERIES 2024**

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that on February 12, 2024, at 11:00 a.m., the hearing officer of the Development Authority of Fulton County (the "Issuer") will hold a public hearing via teleconference concerning the proposed issuance by the Issuer of its not to exceed \$28,419,000 Development Authority of Fulton County Senior Housing Revenue Notes (Shannon Reserve Apartments Project), Series 2024 or similarly styled instrument (the "Notes"). The proceeds of the Notes, when and if issued, are to be used, along with other funds, to (i) acquire, construct, furnish and equip an approximately 166-unit affordable housing community for seniors (the "Project"), (ii) fund reserves and (iii) pay all or a portion of the costs of issuing the Notes.

The Project will be owned by Union City Leased Housing Associates II, LLLP, or an affiliate thereof, (the "Borrower"), a Minnesota limited liability limited partnership, and operated by the Borrower and its affiliates. The Project will be located on Shannon Parkway approximately 500 feet north of the intersection of Shannon Parkway and Resurrection Way at or about 6822 Shannon Parkway Union City, Georgia 30291 in Fulton County, Georgia. All of the facilities being financed will be located within the corporate limits of Fulton County, Georgia.

The public hearing is for the purpose of providing a reasonable opportunity for interested individuals to express their views on the proposed issuance of the Notes and on the location and nature of the facilities to be financed.

The proposed Notes will not be an obligation of Fulton County, or of the State of Georgia or of any county, municipal corporation, or political subdivision of the State of Georgia. The proposed Notes will not be paid from taxes but will be payable by the Issuer solely from amounts to be paid or provided by the Borrower. **NO PERFORMANCE AUDIT OR PERFORMANCE REVIEW WITHIN THE MEANING OF O.C.G.A. SECTION 36-82-100 SHALL BE CONDUCTED WITH RESPECT TO SUCH BOND ISSUE.**

The public hearing will be held via teleconference in accordance with Revenue Procedure 2022-20 and will be accessible to the residents of the approving governmental unit by dialing (833) 928-4610 (Meeting ID: 898 8142 1409).

Any person wishing to express views on the proposed issuance of the Notes or the location or nature of the facilities being financed or plan of financing may be heard at such public hearing by joining the teleconference meeting as instructed herein.

DEVELOPMENT AUTHORITY  
OF FULTON COUNTY

**AFFIDAVIT OF PUBLICATION**

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

I am the Marketing & Community Relations Manager of the *Development Authority of Fulton County*, a public body corporate and politic, duly created by the Development Authorities Law, O.C.G.A. § 36-62-1, *et seq.* and activated by resolution, as amended, of the governing body of Fulton County. Pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (26 C.F.R. § 1.147(f)-1 (2018)), public notice has been given by electronic posting on the public website of the *Development Authority of Fulton County*, the on-behalf-of issuer, as an alternative to the public website of the approving governmental unit. Attached hereto is a true and correct copy of the publication of the TEFRA Notice concerning Union City Leased Housing Associates II, LLP, which was published on the *Development Authority of Fulton County* website (<https://www.developfultoncounty.com/tefra-notice>) in an area of the website used to inform its residents about events affecting the residents on the following date: January 29, 2024.

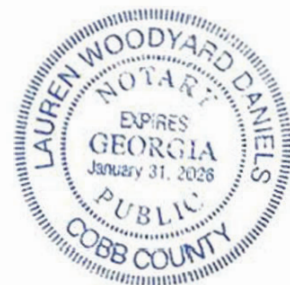
Print Name: Daniella Gutierrez

Sworn to and subscribed before me  
this 29<sup>th</sup> day of January, 2024.

Notary Public, State of Georgia

My commission expires: 01/31/26

[NOTARY SEAL]





**EXHIBIT "B"**

**(HEARING REPORT)**

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

No parties were in attendance.

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

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

**EXHIBIT “C”**

**(LETTER OF AUTHORITY ATTORNEY)**

February 12, 2024

The Board of Commissioners  
of Fulton County  
Atlanta, Georgia

Development Authority of  
Fulton County  
Atlanta, Georgia

Dear Sir or Madam:

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

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

Issuer:	Development Authority of Fulton County
Financing:	Senior Housing Revenue Notes or similarly styled instrument in the aggregate principal amount not to exceed \$28,419,000 (the "Notes")
Borrower:	Union City Leased Housing Associates II, LLLP
Project:	to (a) acquire, construct, furnish and equip an approximately 166-unit affordable housing community for seniors; (b) fund reserves; and (c) pay all or a portion of the costs of issuing the Notes.

Public hearing was held before the Development Authority of Fulton County on February 12, 2024, pursuant to an advertisement appearing on the website of the Development Authority of Fulton County on January 29, 2024.

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

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

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

Sincerely,

A handwritten signature in dark ink, appearing to read "Sandra Zayac", with a stylized flourish at the end.

Sandra Z. Zayac

SZZ  
Enclosures

**EXHIBIT “D”**

**(Placement/Investment Letter)**

Wells Fargo  
Community Lending and Investments  
550 South Tryon Street, 23<sup>rd</sup> Floor  
Charlotte, NC 28202



February 14, 2024

Development Authority of Fulton County  
c/o Sandy Zayac  
Arnall Golden Gregory LLP  
Atlanta, Georgia

Dear Sir or Madam:

In connection with the public hearing, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended, relating to the proposed revenue notes (the "Notes") to be issued by the Development Authority of Fulton County (the "Issuer") for the benefit of Union City Leased Housing Associates II L.L.P. (the "Borrower"), Wells Fargo Bank, N.A. ("Bank") is expected to purchase the Notes. As of the date hereof and based on current market conditions, the Bank expects that it will be able to purchase the Notes in a principal amount up to \$28,419,000.

This expectation is based on the Bank's understanding of the transaction as it is presently structured, including the Bank's current knowledge of the operations, tax status, financial results, conditions and prospects of the Borrower and general economic and industry conditions. In addition, the Bank's expectation is based upon the information provided by the Issuer and the Borrower to date regarding the transaction and, as the Bank has not had the opportunity to fully conduct due diligence, the Bank understands that it will be provided the opportunity to conduct thorough due diligence prior to any financing or commitment.

This letter does not represent and should not be construed as a commitment by the Bank or any of its affiliates to underwrite or arrange any financing for the Issuer or the Borrower and does not constitute an undertaking or contractual commitment to purchase on a principal or agency basis any debt securities of the Issuer or the Borrower. Any commitment to purchase the Notes will be conditioned on the execution of a mutually acceptable definitive term sheet and will be subject to the following conditions: (i) internal approval from the applicable Bank approval committees; (ii) satisfactory completion of the financing documents; (iii) satisfactory completion of legal, accounting, financial and other due diligence customary in similar capital markets transactions; and (iv) such other conditions that will be set forth in a term sheet.

Nothing expressed or implied in this letter is intended to create legal relations among the Bank, the Issuer and the Borrower or to constitute representations or warranties on which the Issuer or the Borrower may rely.

This letter has been delivered to you for your informational purposes only, at your request, and is not to be distributed or disclosed to, or otherwise relied upon by, any other person without the Bank's prior written consent, except as required by law.

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

Very truly yours,

A handwritten signature in dark ink, appearing to read "Z. O. H.", written over a horizontal line.

**EXHIBIT "E"**

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

# BORROWER'S MFBE UTILIZATION REPORT

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

<b>REPORTING PERIOD</b>		<b>PROJECT NAME:</b>	Shannon Reserve
<b>FROM:</b>		<b>BOND CAPTION:</b>	322,419,000
<b>TO:</b>		<b>PROJECT ADDRESS:</b>	6822 Shannon Parkway, Union City, GA

PRIME CONTRACTOR (Identify if MFBE)		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period
<b>Name:</b>	WO Construction, LLC	Has not been executed			Not Yet Engaged
<b>Address:</b>	7645 Lyndale Avenue South, Minneapolis, MN 55423				
<b>Telephone #:</b>	612-243-5000				

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

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

Continue on

Name of Sub-Contractor or Vendor (Identify if MFBE)	Description of Work or Goods Purchased	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period	
					Starting Date	Ending Date
Manetta Commercial Interiors (MFBE)	Drivall	\$1,900,000	\$0		Not Yet Engaged	
MFBE					Not Yet Engaged	
TOTALS						

Borrower's Representative: Shaun Reinhardt  
(Print Name)  
Executed By: [Signature]  
(Signature)  
Title: Vice President

Date: 2/14/24

Address: 375 Northridge Rd, St Sea, Atlanta, GA  
Phone: 404-306-5855  
Email: shaun.reinhardt@dominiuminc.com



## **EXHIBIT "F"**

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

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





# Fulton County Board of Commissioners

## Agenda Item Summary

---

**Agenda Item No.:** 24-0112

**Meeting Date:** 2/21/2024

---

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

Execution by Chairman Robert L. Pitts of a TEFRA (Tax Equity Fiscal Responsibility Act) for documentation pertaining to the proposed issuance of its Development Authority of Fulton County Georgia Tech Facilities Refunding Revenue Bonds. Series 2024A, in an amount not to exceed \$55,000,000 (the "Bonds").

February 12, 2024

**Via Hand Delivery**

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

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

Dear Ms. Grier:

As attorney for the Development Authority of Fulton County (the “Issuer”), I am enclosing herewith for the signature of Chairman Pitts four copies of the TEFRA certificate, with attached standard supporting documentation, pertaining to the proposed issuance of its Development Authority of Fulton County Georgia Tech Facilities Refunding Revenue Bonds, Series 2024A, in an amount not to exceed \$55,000,000 (the “Bonds”). The Bonds will be issued for the benefit of Georgia Tech Facilities, Inc., a Georgia non-profit corporation (the “Borrower”) and an affiliated organization of the Georgia Institute of Technology, a unit of the University System of Georgia (“Georgia Tech”), for the purpose of (a) refunding the Issuer’s Georgia Tech Facilities Refunding Revenue Bonds, Series 2014A, the proceeds of which financed or refinanced, in whole or in part, the costs of the acquisition, construction, installation and equipping of an academic research facility which supports instruction and research in molecular science and engineering on the campus of Georgia Tech at 225 North Avenue, NW, Atlanta, Georgia 30332 (the “Project”), and (b) paying all or a portion of the costs of issuance of the Bonds. The Borrower’s facilities financed by the Bonds will be operated by Georgia Tech or entities affiliated with Georgia Tech.

Please note that the Borrower commits to comply with the Issuer’s Minority and Female Business Enterprises Policy, which was revised April 22, 2008, in accordance with the Fulton County Board of Commissioners Resolution adopted April 2, 2008, however, since this is a refinancing of existing debt, no new construction is anticipated for the Project.

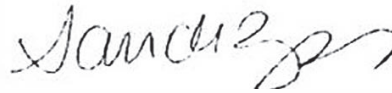
If you or Chairman Pitts have any questions, please call me. Otherwise, please ask Chairman Pitts to execute the enclosed certificates at his earliest opportunity, and please then return at least three executed certificates with supporting documentation to me at your earliest opportunity for further processing.

February 12, 2024

Page 2

Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Sandra Zayac", with a stylized flourish at the end.

Sandra Z. Zayac

SZZ

Enclosures

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

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

The undersigned is the Chairman of the Fulton County Board of Commissioners, and as such is the designated chief elected executive official of Fulton County. Georgia Tech Facilities, Inc., a Georgia non-profit corporation (the "Company") and an affiliated organization of the Georgia Institute of Technology, a unit of the University System of Georgia ("Georgia Tech") proposes to finance (a) the refunding of the Issuer's Georgia Tech Facilities Refunding Revenue Bonds, Series 2014A, the proceeds of which financed or refinanced, in whole or in part, the costs of the acquisition, construction, installation and equipping of an academic research facility which supports instruction and research in molecular science and engineering on the campus of Georgia Tech at 225 North Avenue, NW, Atlanta, Georgia 30332 and (b) all or a portion of the costs of issuance of the Bonds defined below (collectively, the "Project").

The Project is to be financed from the proceeds of refunding revenue bonds to be issued by the Development Authority of Fulton County (the "Issuer") in the aggregate principal amount of not to exceed \$55,000,000 (the "Bonds"). The initial owner, operator or manager of the facilities financed by the Bonds will be Georgia Tech. The facilities financed by the Bonds are located in Fulton County.

On January 31, 2024, notice of the public hearing (the "Notice") was published on the website of the Issuer. The Notice was designed to apprise residents of Fulton County of the proposed issuance of the Bonds by the Issuer and was published not less than 7 days before the scheduled date of the public hearing referred to in the Notice. A copy of the Publisher's Affidavit including a copy of the Notice is attached as Exhibit "A" to the Certification of Hearing Officer (the "Certification") dated February 12, 2024, which is attached hereto.

On February 12, 2024, a public hearing (the "Hearing") with regard to the issuance of the Bonds was held at 11:00 a.m. via teleconference in accordance with Revenue Procedure 2022-20. The Hearing was accessible to the residents of the approving governmental unit by calling a toll-free telephone number. The public was invited to join by dialing 833-928-4610 (Meeting ID: 898 8142 1409). The Hearing was conducted in a manner that provided a reasonable opportunity for persons with differing views on both the issuance of the Bonds and the location and nature of the Project to be heard, as evidenced by the Certification, which is attached hereto.

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

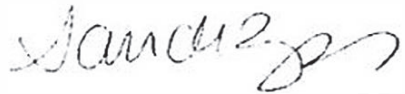
Based on the foregoing, the undersigned duly approves the issuance of the Bonds as contemplated by the Notice for the purpose of financing the Project for the Company. This approval is solely intended to comply with the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended, and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

This \_\_\_\_\_ day of \_\_\_\_\_, 2024.

---

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

Approved as to form:



---

Attorney



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

WHEREAS, the DEVELOPMENT AUTHORITY OF FULTON COUNTY (the "Issuer") is considering adoption of or has adopted a Resolution (the "Resolution") providing for the issuance of Development Authority of Fulton County Revenue Bonds related to the Project, in an amount not to exceed \$55,000,000 (the "Bonds"); and

WHEREAS, prior to the adoption of the Resolution, notice of public hearing (the "Notice") was published on January 31, 2024 on the website of the Issuer, as evidenced by the copy of Publisher's Affidavit including a copy of the Notice attached hereto as Exhibit "A". The Notice was designed to apprise residents of Fulton County of the proposed issuance of the Bonds by the Issuer and was published not less than 7 days before the scheduled date of the public hearing referred to in the Notice; and

WHEREAS, on February 12, 2024, a public hearing (the "Hearing") with regard to the issuance of the Bonds was held at 11:00 a.m. via teleconference in accordance with Revenue Procedure 2022-20. The Hearing was accessible to the residents of the approving governmental unit by calling a toll-free telephone number. The public was invited to join by dialing 833-928-4610 (Meeting ID: 898 8142 1409). The Hearing was conducted by the undersigned as authorized hearing officer for the Issuer in a manner that provided a reasonable opportunity to be heard for persons with differing views on both the issuance of the Bonds and the location and nature of the Project; and

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

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

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


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

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



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

Given under my hand and seal of the Issuer, this 12<sup>th</sup> day of February, 2024.

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

**EXHIBIT "A"**

**(PUBLISHER'S AFFIDAVIT)**

## TEFRA Notices

[Georgia Tech Facilities, Inc. \(Series 2024A Bonds\) \(Date Posted: January 31, 2024\)](#)

[Union City Leased Housing Associates II, LLLP \(Shannon Reserve\) \(Date Posted: January 29, 2024\)](#)

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

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

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

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

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

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

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

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

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

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

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

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

**NOTICE OF PUBLIC HEARING ON PROPOSED  
REVENUE BONDS TO BE ISSUED BY THE**

Notice is hereby given that on the 12th day of February, 2024, at 11:00 a.m. the hearing officer of the Development Authority of Fulton County (the "Issuer") will hold a public hearing via teleconference concerning the proposed issuance of revenue bonds in one or more series (the "Bonds") by the Issuer in the aggregate principal amount of not to exceed \$55,000,000, to be issued for the benefit of Georgia Tech Facilities, Inc., a Georgia non-profit corporation (the "Borrower") and an affiliated organization of the Georgia Institute of Technology, a unit of the University System of Georgia ("Georgia Tech"), for the purpose of (a) refunding the Issuer's Georgia Tech Facilities Refunding Revenue Bonds, Series 2014A, the proceeds of which financed or refinanced, in whole or in part, the costs of the acquisition, construction, installation and equipping of an academic research facility which supports instruction and research in molecular science and engineering on the campus of Georgia Tech at 225 North Avenue, NW, Atlanta, Georgia 30332 (the "Project") and (b) paying all or a portion of the costs of issuance of the Bonds. The Project will be operated by Georgia Tech or entities affiliated with Georgia Tech.

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

The hearing will be held before a hearing officer designated by the Issuer via teleconference in accordance with Revenue Procedure 2022-20 and will be accessible to the residents of the approving governmental unit by dialing 833-928-4610 (Meeting ID: 898 8142 1409). Any interested party having views on the proposed issuance of the Bonds or the nature or location of the proposed Project may be heard at such public hearing by joining the teleconference meeting as instructed herein.

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

DEVELOPMENT AUTHORITY OF FULTON COUNTY

**AFFIDAVIT OF PUBLICATION**

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

I am the Marketing & Community Relations Manager of the *Development Authority of Fulton County*, a public body corporate and politic, duly created by the Development Authorities Law, O.C.G.A. § 36-62-1, *et seq.* and activated by resolution, as amended, of the governing body of Fulton County. Pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (26 C.F.R. § 1.147(f)-1 (2018)), public notice has been given by electronic posting on the public website of the *Development Authority of Fulton County*, the on-behalf-of issuer, as an alternative to the public website of the approving governmental unit. Attached hereto is a true and correct copy of the publication of the TEFRA Notice concerning Georgia Tech Facilities, Inc., which was published on the *Development Authority of Fulton County* website (<https://www.developfultoncounty.com/tefra-notice>) in an area of the website used to inform its residents about events affecting the residents on the following date: January 31, 2024.

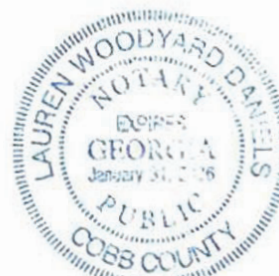
Print Name: Daniella Gutierrez

Sworn to and subscribed before me  
this 31<sup>st</sup> day of January, 2024.

Notary Public, State of Georgia

My commission expires: 01/31/26

[NOTARY SEAL]



**EXHIBIT "B"**

**(HEARING REPORT)**

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

No parties were in attendance.

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

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

**EXHIBIT "C"**

**(LETTER OF AUTHORITY ATTORNEY)**

February 12, 2024

The Board of Commissioners  
of Fulton County  
Atlanta, Georgia

Development Authority of  
Fulton County  
Atlanta, Georgia

Dear Sir or Madam:

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

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

Issuer:	Development Authority of Fulton County
Financing:	Refunding Revenue Bonds in the aggregate principal amount not to exceed \$55,000,000 (the "Bonds")
Borrower:	Georgia Tech Facilities, Inc.
Project:	to finance (a) the refunding of the Issuer's Georgia Tech Facilities Refunding Revenue Bonds, Series 2014A, the proceeds of which financed or refinanced, in whole or in part, the costs of the acquisition, construction, installation and equipping of an academic research facility which supports instruction and research in molecular science and engineering on the campus of Georgia Tech at 225 North Avenue, NW, Atlanta, Georgia 30332, and (b) all or a portion of the costs of issuance of the Bonds.

Public hearing was held before the Development Authority of Fulton County on February 12, 2024, pursuant to an advertisement appearing on the website of the Development Authority of Fulton County on January 31, 2024.

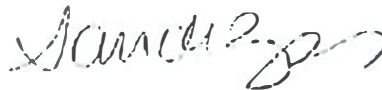


In rendering this opinion, with your permission, we have relied conclusively on representations of representatives of the Issuer, the Borrower, or both as to the correctness of the information set forth above.

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

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

Sincerely,



Sandra Z. Zayac

SZZ

Enclosures

**EXHIBIT “D”**

**(Placement/Investment Letter)**

February 12, 2024

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

Dear Sir or Madam:

In connection with the public hearing, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended, relating to the Development Authority of Fulton County (the "Issuer") and Georgia Tech Facilities, Inc. (the "Borrower"), we are pleased to provide our preliminary view regarding the ability of the Issuer and the Borrower to raise up to \$55,000,000 of debt financing. Our view is based on our understanding of the transaction as it is presently structured, including our current knowledge of the operations, tax status, financial results, conditions and prospects of the Issuer and the Borrower and general economic, industry and market conditions. We note also that our view is based upon the limited information we have been provided by the Issuer and the Borrower to date regarding the transaction and, as we have not had the opportunity to conduct due diligence, we understand that we will be provided the opportunity to conduct thorough due diligence prior to any financing or commitment.

Based upon and subject to the terms of this letter, we are pleased to confirm that it is our preliminary view that, based upon current market conditions, up to \$55,000,000 of debt securities of the Issuer could be sold in the debt capital markets. Our views in this letter are based on our understanding of the transaction as currently contemplated and are also subject to (i) satisfactory completion of the financing documents; (ii) satisfactory completion of an offering document for the financing; (iii) satisfactory completion of legal, accounting, financial and other due diligence customary in similar capital markets transactions; and (iv) the absence of any material adverse change in the condition, business, results, operations or prospects of the Issuer or the Borrower.

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

This letter does not represent and should not be construed as a commitment by BofA Securities, Inc. or any of our respective affiliates to underwrite or arrange any financing for the Issuer or the Borrower and does not constitute an undertaking or contractual commitment to purchase on a

principal or agency basis any debt securities of the Issuer or the Borrower. Any commitment to underwrite debt securities of the Issuer or the Borrower will be conditioned on the execution of a mutually acceptable definitive bond purchase agreement. Nothing expressed or implied in this letter is intended to create legal relations between us or to constitute representations or warranties on which the Issuer or the Borrower may rely.

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

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

Very truly yours,

**BOFA SECURITIES, INC., as Underwriter**



By: \_\_\_\_\_  
Director

**EXHIBIT “E”**

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

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

REPORTING PERIOD: Initial Report	PROJECT NAME:	N/A - Refunding
FROM:	BOND CAPTION:	Georgia Tech Facilities Refunding Revenue Bonds, Series 2024A
TO:	PROJECT ADDRESS:	Georgia Tech campus Atlanta, Fulton County, GA

PRIME CONTRACTOR ( <u>Identify if MFBE</u> )		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period
Name:	N/A - Refunding				
Address:					
Telephone #:					

AMOUNT OF REQUISITION THIS PERIOD:	\$	N/A - Refunding
TOTAL AMOUNT REQUISITION TO DATE:	\$	

Continue on additional page if necessary

Name of Sub-Contractor or Vendor ( <u>Identify if MFBE</u> )	Description of Work or Goods Purchased	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period Starting Date      Ending Date
<b>TOTALS</b>					

Borrower's Representative: Tanesha Steward  
 Executed By: Tanesha Steward (Print Name)  
 (Signature)  
 Date: 02/12/24  
 Title: Executive Director  
 Address: 221 Uncle Heinie Way, Suite 309, Atlanta, GA 30332  
 Phone: (678) 373-7162  
 Email: tanesha.steward@camegie-gatech.edu



## **EXHIBIT "F"**

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

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







# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 24-0113

Meeting Date: 2/21/2024

### Department

Finance

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

Ratification of the January 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

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

Fulton County departments report the following grants activity:

- Applications Submitted/Pending:   1   (\$150,000.00 + \$0 Cash Match)
- Applications Awarded:   5   (\$244,324.89.00 + \$19,610.68 Cash Match)

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

- Justice and Safety
- Health and Human Services
- Arts and Libraries
- Infrastructure and Economic Development

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

- Total Applications Submitted/Pending: \_\_6\_\_ (\$926,835.50 + \$0 Cash Match)
- Total Applications Awarded: \_\_5\_\_ (\$244,324.89 + \$19,610.68 Cash Match)
- Total Grant Applications Denied: \_\_0\_\_ (\$0.00 + No Cash Match)

Department Recommendation: Department recommends ratification of the January 2024 Grants Activity Report (GAR).



# **FULTON COUNTY FY2024 GRANTS ACTIVITY REPORT January 2024**

Presented to:  
Fulton County Board of Commissioners  
Wednesday, February 21, 2024  
Recess Meeting

*Provided by: Fulton County Finance Department, Grants Administration Division*



## Exhibit 1: Board Grants Ratification Summary

### Grants Submitted and/or Awarded January 1, 2024 - January 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 January 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 January 1, 2024 Through January 31, 2024 Requiring BOC Ratification**

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status	Previous Award from Grantor
<b>JUSTICE AND SAFETY</b>							
Solicitor General	Georgia Department of Human Services	Georgia Division of Child Support Services	Request approval to accept a repeat grant from Georgia Department of Human Services in the amount of \$45,330.48. The grant will provide funding for an independent contract attorney to serve as an Assistant Solicitor to handle cases where a parent is accused of the crime of abandonment of a minor child. The Assistant Solicitor will serve an estimate of 1,500 dependent children residing in Fulton County and their mothers by prosecuting cases of child abandonment. There is a required cash match. The department has the available funds in the FY24 operational budget.  County Cash Match: \$15,412.36	\$ 45,330.48	\$ 15,412.36	Awarded	\$ 45,330.48
Marshal	Department of Justice United States Marshal Service	Joint Law Enforcement Operations Task Force	Request approval to accept a repeat grant from the Department of Justice, United States Marshal Service in the amount of \$20,000.00. The grant will be used to cover overtime reimbursement for staff that participates on the Regional Fugitive Task Force.  No County Cash Match	\$ 20,000.00	\$ -	Awarded	\$19,840.00
			<b>Subtotal:</b>	<b>\$ 65,330.48</b>	<b>\$ 15,412.36</b>		
<b>HEALTH AND HUMAN SERVICES</b>							
Select Fulton	Technical College System of Georgia	Rapid Response - Employment and Training	Request approval to accept a repeat grant from the Technical College Systems of Georgia (Georgia Workforce Innovation and Opportunity Act) in the amount of \$90,000.00. Funding will be used to provide rapid response to layoff aversions, shuttered jobs, and work with employers for eligible Fulton County dislocated worker participants.  No County Cash Match	\$90,000.00	\$ -	Awarded	\$ 90,000.00
			<b>Subtotal:</b>	<b>\$ 90,000.00</b>	<b>\$ -</b>		
<b>ARTS AND LIBRARIES</b>							
Library	Best Buy	Fulton County Library Best Buy Teen Technology Center	Request approval to accept a repeat grant from Best Buy in the amount of \$75,000.00. Funds will be used for staff salaries, staff development, program materials and supplies, program activities, program travel for the Fulton County Library Best Buy Teen Technology Center.  No County Cash Match	\$ 75,000.00	\$ -	Awarded	\$ 74,000.00
			<b>Subtotal:</b>	<b>\$ 75,000.00</b>	<b>\$ -</b>		
<b>INFRASTRUCTURE AND ECONOMIC DEVELOPMENT</b>							
DREAM	Georgia Environmental Finance Authority	Energy Efficiency and Conservation Block Grant: Blueprint 4A Electric Vehicles and Fleet	Request approval to apply and accept a new grant in the amount of \$150,000.00 from the Georgia Environmental Finance Authority. Funding will be used for two (2) electric vehicles and one (1) dual port charging station.  No County Cash Match	\$ 150,000.00	\$ -	Pending	N/A
Public Works	Georgia Department of Transportation	2023-2024 Signage and Wayfinding Program	Request approval to accept a repeat grant from Georgia Department of Transportation (Local Maintenance and Improvement Grant (LMIG) in the amount of \$13,994.41. Funds will be used for the 2023-2024 signage and wayfinding program within unincorporated Fulton County. The grant will provide the material, labor, tools, equipment and appurtenances necessary for instillation of roadway signage directing visitors to the Fulton County Executive Airport. There is a required cash match. The department has the available funds in the FY24 operational budget.  County Cash Match: \$4,198.32	\$ 13,994.41	\$ 4,198.32	Awarded	\$ 38,512.74
			<b>Subtotal:</b>	<b>\$ 163,994.41</b>	<b>\$ 4,198.32</b>		
<b>OPEN AND RESPONSIBLE GOVERNMENT</b>							
<b>REGIONAL LEADERSHIP</b>							
			<b>TOTAL:</b>	<b>\$ 394,324.89</b>	<b>\$ 19,610.68</b>		



## Exhibit 2: All Grants Activity

Cumulative Through January 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 January 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: 1/1/2024-1/31/2024	Current Period Funds: 1/1/2024-1/31/2024	Cumulative Total Grants	Cumulative Total Funds
Grants Pending <sup>^</sup>	5	\$ 776,835.50	1	\$ 150,000.00	6	\$ 926,835.50
Grants Awarded	0	\$ -	5	\$ 244,324.89	5	\$ 244,324.89
Grants Denied	0	\$ -	0	\$ -	0	\$ -
Cash Match Requested-2024	-	\$ -	0	\$ 19,610.68	-	\$ 19,610.68
<b>Total:</b>	<b>5</b>	<b>\$ 776,835.50</b>	<b>6</b>	<b>\$ 413,935.57</b>	<b>11</b>	<b>\$ 1,190,771.07</b>

ALL GRANTS AWARDED, NEW VS. RENEWAL						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 1/1/2024-1/31/2024	Current Period Funds: 1/1/2024-1/31/2024	Cumulative Total Grants	Cumulative Total Funds
New Grant Awards	0	\$ -	0	\$ -	0	\$ -
Renewal/Repeat Grant Awards	0	\$ -	5	\$ 244,324.89	5	\$ 244,324.89
<b>Total:</b>	<b>0</b>	<b>\$ -</b>	<b>5</b>	<b>\$ 244,324.89</b>	<b>5</b>	<b>\$ 244,324.89</b>

ALL GRANTS AWARDED, COMPETITIVE VS. FORMULA						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 1/1/2024-1/31/2024	Current Period Funds: 1/1/2024-1/31/2024	Cumulative Total Grants	Cumulative Total Funds
Competitive Grant Awards	0	\$ -	2	\$ 95,000.00	2	\$ 95,000.00
Formula Grant Awards <sup>^^</sup>	0	\$ -	3	\$ 149,324.89	3	\$ 149,324.89
<b>Total:</b>	<b>0</b>	<b>\$ -</b>	<b>5</b>	<b>\$ 244,324.89</b>	<b>5</b>	<b>\$ 244,324.89</b>

<sup>^</sup>Includes 5 grants that were pending at the end of 2023 and carried over for tracking in 2024.

<sup>^^</sup>Formula grant awards include non-competitive grants and allocations.







# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 24-0114

Meeting Date: 2/21/2024

### Department

Real Estate and Asset Management

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

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 15RFP96985C-DR, FIT Pick Micro Market, Vending Machine & Catered Events with Coca-Cola Bottling Company United, formerly Coca Cola Refreshments USA, Inc. dba Coca Cola Distribution Center (Atlanta, GA), to provide vending machine services for Fulton County facilities including the Government Center Complex, Justice Center Tower, Juvenile Justice Center, and other County-owned, or leased facilities. This action exercises the first of one renewal option. No renewal options remain. Effective dates: March 1, 2024, through February 28, 2026. This is a revenue generating contract.

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

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

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

Open and Responsible Government

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

**Summary & Background:** To provide vending machine services for Fulton County facilities including county-owned, or leased facilities. The initial contract was awarded in 2015 for a five year period with one renewal option, for a two year period. In 2020 due to the COVID-19 Pandemic, in accordance with Article 12, Suspension of Work of the Contract, the County provided the Contractor

written notice to suspend portions of the services performed under the Contract amid concerns of high touch point areas for the services as currently provided were inadvisable. In 2023, BOC Item 23-0072 approved the amendment of the contract to allow the Contractor to resume all services to all County-owned and leased facilities effective March 1, 2023 through February 28, 2024, with one (1) two-year renewal option remaining. This request is to exercise the renewal option.

**Scope of Work:** This contract furnishes all labor, materials, supplies, services, and equipment to operate markets and vending machines located in the Fulton County Government Center Complex, Justice Center Tower, Juvenile Justice Center and various other County-owned or lease facilities.

The scope of work includes but not limited to the following:

**Countywide Vending Operations:** The key objective for this service is to provide quality vending services with exceptional customer service to a varied clientele consisting of County employees and the public. Offers a variety of selections which include, but is not limited to, FDA Nutrition Wellness and FIT Pick® designations. The vending machines are located in various County-owned or leased facilities.

**FIT Pick Micro Market, Vending Machine & Catered Events:** The key objective for this service is to provide quality hot beverage and smart vending food options and exceptional customer service and satisfaction to a varied clientele which consists of employees and public. Offer a variety of beverage and packaged food selections which include, but are not limited to, FDA Nutrition Wellness and FIT Pick® designations. The Micro Markets are to be at the Government Center Complex, Justice Center Tower, and Juvenile Justice Center.

Total Commissions from Vending Machines:

Year	Vending Machines
2023	\$72,737.81
2022	\$62,993.01
2021	\$43,297.58
2020	\$30,433.18
2019	\$28,433.13
2018	\$28,729.90
<b>Total</b>	<b>\$266,624.61</b>

**Community Impact:** The community impact is to accommodate a daily juror pool, Fulton County agencies, and the public by providing quality vending and pick and go food items. Also catering and meals for jurors and juvenile detainees at the Juvenile Justice Center.

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

**Project Implications:** These vending machines accommodate a daily juror pool, Fulton County agencies, and the public by providing quality vending and pick and go food items.

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

**Department Issues/Concerns:** If this contract renewal is not approved, the County will not be able to provide employees, jurors, and patrons with quality vending services at these facilities.

### Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	15-0551	7/15/15	Revenue Generating
Amendment No. 1	16-0944	10/19/16	Revenue Generating
Amendment No. 2	20-0576	8/19/20	Revenue Generating
Extension No. 1	23-0072	2/1/23	Revenue Generating
<b>1<sup>st</sup> Renewal</b>			<b>Revenue Generating</b>
Total Revised Amount			Revenue Generating

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

**Contract Value:** \$Revenue Generating

**Prime Vendor:** Coca Cola Bottling Company United, formally Coca Cola Refreshments USA, Inc. dba Coca Cola Distribution Center

**Prime Status:** Non-Minority

**Location:** Atlanta, GA

**County:** Fulton County

**Prime Value:** \$Revenue Generating

**Total Contract Value:** \$Revenue Generating

**Total Certified Value:** \$Revenue Generating

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

Exhibit 1: Contract Renewal Agreement

Exhibit 2: Contractor's Performance Report

Exhibit 3: Contract Renewal Evaluation Form

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

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

### Contract Attached

Yes

### Previous Contracts

Yes

### Total Contract Value

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

### Grant Information Summary

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

### Fiscal Impact / Funding Source

#### Funding Line 1:

468-215-2150-5276: Employee Service Fund, Human Resources, Revenue- Revenue Generating

Key Contract Terms	
Start Date: 3/1/2024	End Date: 2/28/2026
Cost Adjustment:	Renewal/Extension Terms: No renewal options remain

**Overall Contractor Performance Rating:** See attached Performance Evaluation Memo

**Would you select/recommend this vendor again?**

Yes

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



**DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE**

**CONTRACT RENEWAL AGREEMENT**

**DEPARTMENT:** Real Estate and Asset Management

**BID/RFP# NUMBER:** 15RFP96985C-DR

**BID/RFP# TITLE:** FIT Pick Micro Market, Vending Machine & Catered Events

**ORIGINAL APPROVAL DATE:** 7/15/15

**RENEWAL EFFECTIVE DATES:** 3/ 1/ 2024 **THROUGH** 2/ 28/2026

**RENEWAL OPTION #:** 1 OF 1

**NUMBER OF RENEWAL OPTIONS:** 1

**RENEWAL AMOUNT:** Revenue Generating

**COMPANY'S NAME:** Coca-Cola Bottling Company United, formerly Coca Cola Refreshments  
USA, Inc. dba Coca Cola Distribution Center

**ADDRESS:** 4913 Mason Road

**CITY:** Atlanta

**STATE:** GA

**ZIP:** 30349

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

**SIGNATURES: SEE NEXT PAGE**

**SIGNATURES:**

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein: Bid #15RFP96985C-DR

**FULTON COUNTY, GEORGIA**

**COLA-COLA BOTTLING COMPANY  
UNITED**

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

\_\_\_\_\_  
**Jeremy Pullen  
Territory Manager, FSOP  
Healthcare/At Work Atlanta Division**

**ATTEST:**

**ATTEST:**

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

\_\_\_\_\_  
**Secretary/  
Assistant Secretary**

**(Affix County Seal)**

**(Affix Corporate Seal)**

**AUTHORIZATION OF RENEWAL:**

**ATTEST:**

\_\_\_\_\_  
**Joseph N. Davis, Director  
Department of Real Estate and Asset  
Management**

\_\_\_\_\_  
**Notary Public**

**County:**\_\_\_\_\_

**Commission Expires:** \_\_\_\_\_

**(Affix Notary Seal)**

<b>ITEM#:</b> _____ <b>RCS:</b> _____	<b>ITEM#:</b> _____ <b>RM:</b> _____
<b>RECESS MEETING</b>	<b>REGULAR MEETING</b>

# Contract Renewal Evaluation Form

Date:	December 20, 2023
Department:	Real Estate and Asset Management
Contract Number:	15RFP96985C-DR
Contract Title:	FIT Pick Micro Market, Vending Machine & Catered Events

## Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

### 1. Describe what efforts were made to reduce the scope and cost of this contract.

This service cannot afford to be reduced, because we do not have any alternative resources to provide this service. This service provides all labor, materials, supplies, services, and equipment to operate markets and vending machines located in Fulton County facilities: Government Center Complex, Justice Center Tower, Juvenile Justice Center and other various County-owned or lease facilities.

**Countywide Vending Operations:** Offer a variety of selections, which includes, but is not limited to FDA Nutrition Wellness and FIT Pick ® designations. The vending machines are to be in various County-owned or leased facilities

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

☐ Internet search of pricing for same product or service:

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

### Explanation / Notes:

The existing prices for vending services reflect the current market rates as of today. This service was conducted in accordance with all applicable provisions of the Fulton County Purchasing Code Section 102-375, all competitive sealed proposals.

☐ **Market Survey of other jurisdictions:**

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

**Explanation / Notes:**

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

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

Click here to enter text.

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

This service was suspended in April 2020 due to COVID-19 Pandemic for Fulton County facilities. But services were resume back in March 2023.

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

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

Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.

**Explanation / Notes:**



Click here to enter text.

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

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

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

If this contract is not approved, the County will be in jeopardy of not clients, jurors, and patrons with quality vending services at these facilities.

*AP*  
April Pye, Administrator DREAM Administration

December 21, 2023

---

**Prepared by**

---

**Date**

*Joseph Davis*  
Joseph N. Davis, Director

December 21, 2023

---

**Department Head**

---

**Date**



**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**GOODS AND COMMODITIES**

Report Period Start	Report Period End	Contract Period Start	Contract Period End
October 1, 2023	December 31, 2023	3/1/2023	12/31/2024
Purchaser Order Number		Purchase Order Date	
Department			
Real Estate and Asset Management			
Bid Number		Service Commodity	
Bid#15RFP96985C-DR		FIT Pick Micro Market, Vending Machine & Catered Events with Coca	
Contractor			
Coca-Cola United			
<b>Performance Rating</b>			
0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.		
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.		
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.		
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied		
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.		
1. Quality of Goods/Services		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification	
<input type="radio"/>	0	Commissions provided in accordance to contract by contractor and subcontractor. Designated Senior Center Commissions received from both. All commission revenue payments are received under one lump sum in the Employee Fund for Coca Cola Refreshments. Due to the suspension of services, the vendor received BOC approval to	
<input type="radio"/>	1		
<input type="radio"/>	2		
<input checked="" type="radio"/>	3		
<input type="radio"/>	4		
2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)	
<input type="radio"/>	0	Due to change in personnel, sub-contractor and gradual recuperation from the effects of the suspension, response time was reduced because vendors were faced with difficulties in getting products and available personnel to service machines regularly and expeditiously. But the contractor and subcontractor worked with Department to be as responsive as	
<input type="radio"/>	1		
<input type="radio"/>	2		
<input checked="" type="radio"/>	3		
<input type="radio"/>	4		

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	Staff is very responsive to inquiries and communicates effectively and promptly regarding any problems with the equipment locations.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
	0	Contract specifications were met. Complaints regarding vending machines were addressed as expeditiously as possible. There is no invoicing with this contract as it is revenue generating contract. Commissions have been received in a timely manner.
	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
<input type="radio"/>	0	The sales managers have the appropriate credentials and experience. Management and supervisors have been identified and are available when needed.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	3.40	Date	1/1/2024
Would you select/recommend this vendor again?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Rating completed by:	April Pye		
Department Head Name:	Joseph N. Davis		
Department Head Signature			

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

Submit

Print

Save



**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**GOODS AND COMMODITIES**

Report Period Start	Report Period End	Contract Period Start	Contract Period End
Purchaser Order Number		Purchase Order Date	
Department			
Bid Number		Service Commodity	
Contractor			
<b>Performance Rating</b>			
0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.		
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.		
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.		
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied		
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.		
1. Quality of Goods/Services		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)	
	0		
	1		
	2		
	3		
	4		
2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)	
	0		
	1		
	2		
	3		
	4		

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
	0	
	1	
	2	
	3	
	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
	0	
	1	
	2	
	3	
	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
	0	
	1	
	2	
	3	
	4	

Overall Performance Rating		Date	
Would you select/recommend this vendor again?			
Rating completed by:			
Department Head Name:			
Department Head Signature			

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





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 24-0115

Meeting Date: 2/21/2024

### Department

Real Estate and Asset Management

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

Request approval of a Resolution approving an Intergovernmental Agreement between Fulton County and the Fulton County Board of Education for the purpose of providing polling locations for the citizens of Fulton County; to authorize the Chairman to execute the Intergovernmental Agreement and related documents; to authorize the County Attorney to approve the Intergovernmental Agreement as to form and make modifications thereto to protect the interests of Fulton County prior to execution; and for other purposes.

### 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 *(First sentence includes Agency recommendation. Provide an executive summary of the action)*

*that gives an overview of the relevant details for the item.)*

**Scope of Work:** The Fulton County Department of Registration and Elections and the Department of Real Estate and Asset Management (DREAM) have negotiated mutually acceptable terms with the Fulton County Board of Education to utilize multiple Fulton County school properties as polling locations when elections are held in the County.

An Intergovernmental Agreement between Fulton County and the Fulton County Board of Education is being used to formalize the terms in which Fulton County will be permitted access and use of select school facilities as polling locations. During the initial agreement term and all permitted renewal terms, Fulton County will be allowed to manage and conduct national, state, county, and municipal elections.

The initial term of the Intergovernmental Agreement shall become effective upon the approval of the Board of Commissioners and will renew for four (4) one year renewal periods. Fulton County will be not required to make rental payments during the initial or any permitted renewal term of the agreement.

**Community Impact:** Multiple Fulton County School facilities have been identified to ensure easy access to centralized polling locations for voters within Fulton County. Approval of the Intergovernmental Agreement is necessary for continued use of select Fulton County school facilities as polling locations when elections are held within Fulton County.

**Department Recommendation:** DREAM and the Department of Registration and Elections recommend approval of an Intergovernmental Agreement with the Fulton County Board of Education for continued use of select school facilities as polling locations.

**Project Implications:** Approval of an Intergovernmental Agreement with the Fulton County Board of Education is necessary to formalize the terms of use and occupancy of select Fulton County Schools as polling locations.

**Community Issues/Concerns:** None.

**Department Issues/Concerns:** None.

**History of BOC Agenda Item:** The Fulton County Board of Commissioners previously approved an Intergovernmental Agreement with the Fulton County Board of Education for similar purposes as Agenda Item 18-0734 at the Board of Commissioners meeting held October 17, 2018.

## **Fiscal Impact / Funding Source**

### **Funding Line 1:**

n/a



1   **A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT**  
2   **BETWEEN FULTON COUNTY, GEORGIA, AND THE FULTON COUNTY BOARD OF**  
3   **EDUCATION FOR THE PURPOSE OF PROVIDING POLLING LOCATIONS FOR THE**  
4   **CITIZENS OF FULTON COUNTY; AUTHORIZING THE CHAIRMAN TO EXECUTE**  
5   **THE INTERGOVERNMENTAL AGREEMENT AND RELATED DOCUMENTS;**  
6   **AUTHORIZING THE COUNTY ATTORNEY TO APPROVE AS TO FORM AND MAKE**  
7   **MODIFICATIONS AS NECESSARY TO PROTECT THE COUNTY'S INTEREST**  
8   **PRIOR TO EXECUTION; AND FOR OTHER PURPOSES.**

9       **WHEREAS**, the Fulton County Department of Registrations and Elections is  
10   responsible for conducting national, state, county and municipal elections and the  
11   selection, preparation and equipping of polling locations in Fulton County, Georgia; and

12       **WHEREAS**, the Fulton County School System was founded in 1871 and is one  
13   of the oldest and largest school districts in the state of Georgia with approximately 59  
14   elementary schools, 19 middle schools and 18 high schools; and

15       **WHEREAS**, the Fulton County Department of Registrations and Elections works  
16   to ensure that all eligible and registered voters within the limits of Fulton County have  
17   convenient access to polling locations; and

18       **WHEREAS**, it is the mutual desire of Fulton County and the Fulton County  
19   Board of Education to execute an Intergovernmental Agreement to formalize the terms  
20   by which Fulton County will have use of certain school facilities as polling locations for  
21   eligible and registered voters in Fulton County, Georgia; and

22       **WHEREAS**, Article 9, § 2, Par. 1(a) of the Georgia Constitution states in part that  
23   “[t]he governing authority of each county shall have legislative power to adopt clearly  
24   reasonable ordinances, resolutions, or regulations relating to its property, affairs, and  
25   local government for which no provision has been made by general law and which is not  
26   inconsistent with this Constitution or any local law applicable thereto.”

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby approves the Intergovernmental Agreement between the Fulton County Board of Education and Fulton County in substantially the form attached hereto as Exhibit “A.”

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Commissioners is hereby authorized to execute the Intergovernmental Agreement between Fulton County and the Fulton County Board of Education.

**BE IT FURTHER RESOLVED**, that the County Attorney is hereby authorized to approve the Intergovernmental Agreement as to form and to make such modifications thereto as are necessary to protect the County's interests prior to execution.

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

**SO PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,  
Georgia, this \_\_\_\_\_ day of February, 2024.

**FULTON COUNTY BOARD OF COMMISSIONERS**

Robert L. Pitts, Chairman

**ATTEST:**

Tonya Grier, Clerk to the Commission

**APPROVED AS TO FORM:**

Y. Soo Jo, County Attorney

**Fulton County, Georgia  
(Fulton County Elections Division)  
Polling Locations**

**INTERGOVERNMENTAL AGREEMENT**

THIS INTERGOVERNMENTAL AGREEMENT (the “**Agreement**”), made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2024 (the “**Effective Date**”), by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia acting by and through its authorized officials signing below (hereinafter referred to as “**FCG**”), and the **FULTON COUNTY BOARD OF EDUCATION**, a political subdivision of the State of Georgia acting by and through its authorized officials signing below (hereinafter referred to as “**FCBE**”).

**Background Information**

- A. FCBE owns certain real properties located, as delineated on Exhibit A, in Fulton County, Georgia, (each a “**School Property**” and collectively, the “**School Properties**”), on which certain schools (each a “**School**” and collectively, the “**Schools**”) are located.
- B. The Gym, Cafeteria, Chorus Room, Lobby, and/or Atrium, as designated by the Principal, are located on the interior of each School Property as typically shown in Exhibits C.1, C.2, and C.3, and are hereinafter referred to collectively as the “**Polling Areas**”.
- C. FCBE and FCG desire to enter into this Agreement to provide for the joint use of the Polling Areas by FCBE and FCG for the limited purposes set forth herein.

**Agreement**

Now, therefore, in consideration of the premises and mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FCG and FCBE hereby agree as follows:

- 1. **Use of Polling Areas by FCG.** FCBE hereby grants FCG the right to use the Polling Areas during the Term of this Agreement on the following terms and conditions and solely for the purposes outlined herein:
  - a. **Designation of Polling Areas.** FCBE shall designate the School Properties at which Polling Areas are to be used by FCG as polling locations, and the specific Polling Areas to be used within such School Properties, in its own discretion. In no event shall FCG’s use or access extend beyond the designated Polling Areas into the remainder of the School or School Property; provided, however, that FCG shall have the right to use certain common areas of the School Properties (parking lots, walkways, sidewalks, corridors, stairwells, restrooms and elevators) as designated by FCBE where necessary in connection with the use of the designated Polling Areas. FCBE shall not provide keys for School Properties or Polling Areas to FCG.

FCBE delegates to the Superintendent of Fulton County Schools or his/her designee the authority to amend the list of School Properties on Exhibit A and determine the School Properties within which Polling Areas are to be used for the Initial Term and any Renewal

Terms (as defined below) for and on behalf of FCBE. FCG shall provide an annual list to FCBE on or before January 1 of each Renewal Term of this Agreement listing the dates (the “**Election Days**”) and School Properties within which it wishes to use Polling Areas as polling locations for all elections to occur in the following 15 months. Any revised Exhibit A approved by the parties in writing shall replace and supplant the existing Exhibit A.

FCG expressly acknowledges that both planned and unforeseen school construction and renovation projects may cause certain School Properties to become unavailable for use as polling sites throughout the Initial Term or applicable Renewal Term. FCG will work in good faith with FCBE to select alternate locations in the event such sites become unavailable.

b. Poll Manager Supply Pickup. In addition to use of Polling Areas as polling locations, FCG shall have the right to request the use of certain Polling Areas on the Sunday prior to each Election Day for the purpose of poll manager supply pickup related to each such Election Day, subject to all terms and conditions of this Agreement.

c. School Activities; Standardized Testing. FCG’s use of Polling Areas as polling places, including setup and breakdown related thereto, shall not substantially interfere with the primary use of such property or the remaining portions of each School Property for educational purposes by FCBE. Other than on an Election Day when voting by Fulton County residents is scheduled to occur, FCBE expressly reserves priority to use the Polling Areas for school activities, including extracurricular activities, from 7:00 a.m. until 6:00 p.m., Monday through Friday, during each Academic Year during the Term of the Agreement. As used herein, the term “Academic Year” shall be defined by FCBE on an annual basis. Further, even on any Election Day, educational use of the Polling Areas shall take priority over any use by FCG on days set aside by FCBE for standardized testing of students, and FCBE shall have the right to restrict or deny use of Polling Areas as polling places on such days; this is pursuant to State law requiring that polling not substantially interfere with the use of these facilities for the purpose for which they are primarily intended.

d. Election Day Hours. FCG shall have the right to use the Polling Areas as designated on Exhibit A from 5:00 a.m. through 10:00 p.m. on the Election Days listed on Exhibit A when voting by Fulton County residents is scheduled to occur. Exhibit A currently lists the Election Days and School Properties selected by FCG for the Initial Term, defined below.

e. Equipment Delivery and Setup. FCG shall have the right, upon reasonable advance notice to FCBE, to access Polling Areas to deliver equipment and supplies and perform set up activities in preparation for Election Day beginning the Friday before each Election Day. Weekend access and delivery shall be coordinated between FCG and FCBE. FCG will compensate FCBE for a minimum of four (4) hours to have FCBE staff available during any days of delivery and setup at all School Properties serving as Polling Areas.

f. After-Hours Use. In the event FCG requires the after-hours use of the Polling Areas in the day(s) prior to the Election Day, FCG may request such use by notifying the Principal of the School on which such Polling Areas are located in writing not less than fifteen (15) business days prior to the date FCG desires to use such Polling Areas. The Principal of the selected school property shall use reasonable efforts to accommodate such request. The Principal of the selected school property shall, in his or her sole discretion, designate which Polling Areas may be used as a polling location, poll manager supply pickup location or other such related use.

g. Special Elections; Standardized Testing. In the event of a special election or an election outside of the normal election cycle, FCG shall provide FCBE a list of FCBE School Properties within which it wishes to use Polling Areas as polling places 120 days prior to the special election. Upon approval by FCBE staff in writing, the list of FCBE School Properties within which it wishes to use Polling Areas for special elections or an election outside of the normal election shall amend and supplement the then-current Exhibit A. Educational use of the Polling Areas shall take priority over any use by FCG on days set aside by FCBE for standardized testing of students, and FCBE shall have the right to restrict or deny use of Polling Areas as polling places on such days; this is pursuant to State law requiring that polling not substantially interfere with the use of these facilities for the purpose for which they are primarily intended.

h. Emergencies. FCG acknowledges that as a result of or due to any emergency or evacuation and/or any other unexpected occurrence, the Polling Areas may not be available to FCG, notwithstanding the terms of this IGA. In such event, FCG may re-enter Polling Areas and resume elections activities only when granted permission to do so by FCBE after such emergency or other event has subsided. FCBE shall have first priority use of the Polling Areas superseding any scheduled or FCG use during either the Academic School Year or Non-Academic School Year as long as the Principal provides six (6) months written notice to FCG.

i. Security. FCG shall provide, at its own costs, Georgia Peace Officer Standards and Training Council Certified officers at FCBE polling sites on each Election Day for the purpose of providing security services. In the event FCBE provides Georgia Peace Officers, at polling locations at the request of FCG, FCG will reimburse FCBE its costs for providing peace officers. Such officer shall be in full duty uniform and attached to a State law enforcement agency on a full-time basis, part-time basis, or shall be then serving as a reserve officer. Certified Officers shall arrive onsite 30 minutes prior to the time voting polls open and remain onsite until 30 minutes after the time the voting polls close at the School Properties. FCBE staff at each School Property used as a polling site shall have the phone number of the officer assigned to the School Property. FCG shall be responsible for providing any additional staffing needed to manage entry and exit from the School Property's parking area to and from the Polling Areas at the School Property.

j. Parking. FCG shall keep all motorized vehicles off grassed areas at subject schools and parking by the voting public and poll workers shall be limited to designated areas only as directed by the Principal.

k. Compliance with Laws. FCG's use of the Polling Areas is expressly subject to and conditioned upon FCG's compliance with all federal, state and local laws, ordinances, rules and regulations, including but not limited to Fulton County Board of Education Policy KG and Operating Guideline KG, which Policy and Operating Guideline are hereby incorporated into this Agreement as referenced in Exhibit B. In the event of any conflict between the terms of this Agreement and Policy KG and Operating Guideline KG, the Policy and Operating Guideline shall control.

l. Food and Drink. Food and/or drink shall be allowed in the School Properties only in accordance with applicable law and only as long as poll officials maintain the area around them and discard food and drinks into trash receptacles.

m. Change of Polling Place. From time to time, FCG may change the polling place from one School Property to another School Property; however, FCG shall provide written notice to both the FCBE and the respective school Principal thirty (30) days prior to the Election Day.

n. Poll Site Managers. No later than thirty (30) days prior to each Election Day, FCG shall provide to FCBE a list of names of poll site managers assigned to each School Property for such Election Day and a list of names of POST Officers assigned to each School Property for such Election Day. FCG shall promptly notify FCBE in writing in the event of changes, additions, deletions or substitutions to such lists.

2. **Term of Agreement**. The “**Initial Term**” of this Agreement shall commence on the Effective Date and end on December 31, 2024. In addition, the Agreement will automatically renew annually on January 1 of each year for four (4) one-year renewal periods (each a “**Renewal Term**”) commencing on the day following the expiration date of the Initial Term or of any subsequent Renewal Term unless FCBE, in its sole discretion, provides notice of termination sixty (60) days prior to end of the Initial Term or applicable Renewal Term. The Initial Term, together with any Renewal Term, are collectively referred to herein as the “**Term**”.

3. **Fees and Expenses; Custodial Services**.

FCG shall pay no usage fees associated with the use of the Polling Areas. If usage fees become payable under applicable law, FCG agrees to pay fees based on the fee schedule posted on the Facility Rental Department website.<sup>1</sup> FCG acknowledges, from time to time on a periodic basis, FCBE may change the Facility Use fee schedule. FCG will abide by such changes and revised fees.

FCG shall reimburse FCBE for all costs of routine custodial services for each School Property as such costs are incurred in connection with each Election Day. As used herein, the term “routine custodial services” shall include, without limitation, FCBE staff time to unlock and provide access to the School Properties and Polling Areas in connection with each Election Day (including access and supervision for any equipment delivery and polling place set-up by FCG in the days prior to each Election Day); the collection of litter and debris from the School Properties and Polling Areas; and following each use, removal of the contents of trash receptacles and restroom cleanup. Notwithstanding the foregoing, FCG shall be responsible, following each use, for removal of all FCG and voter items.

On occasion, due to unforeseen conditions, FCG may notify FCBE on the day of the elections that the hours may need to be extended past the expected end time of 10:00 p.m. In such event, FCG shall pay for all additional janitorial and custodial services past 10:00 p.m. in addition to fees for services provided prior to 10:00 p.m. for each School Property.

If FCBE incurs direct costs or expenses solely as a result of the use of School Properties and Polling Areas by FCG (not including routine maintenance or utility expenses resulting from the reasonable use of the same) upon FCBE being made aware of such costs or expenses, FCBE shall notify FCG of such costs or expenses and submit an invoice for the itemized expenses, and FCG shall be required to reimburse FCBE for such costs or expenses within thirty (30) days of receipt of the invoice for services provided.

---

<sup>1</sup> <http://www.fultonschools.org/en/divisions/ops/facserv/Pages/How-To-Rent-a-Fulton-County-School-Facility.aspx>



4. **Signage.**

By no later than 11:00 am on the day following each Election Day, FCG shall remove all signage placed by FCG and posted (i) in the public rights-of-way fronting any School Property, and (ii) anywhere on the School Property, in connection with any Election Day. FCG shall not be responsible for removing signage placed by persons other than FCG, including, but not limited to, campaign signage. In the event FCG fails to remove its signage within this timeframe, FCBE may remove such signage, and all FCBE staff time incurred in accomplishing such signage removal shall be chargeable to FCG and paid within thirty (30) days of invoice.

5. **Utilities.** FCBE shall pay all water and electric charges for the operation of the School Properties and Polling Areas on Election Days.

6. **Insurance.** The following are the minimum insurance and limits that FCG or any third party using or performing work on any portion of the School Property, including any contractor or subcontractor (a **"Third Party"**) must maintain throughout the Initial Term or applicable Renewal Term. If FCG or Third Party maintains higher limits than the minimums shown below, FCBE requires and shall be entitled to the coverage and for the higher limits maintained by the FCG or Third Party. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be made available to FCBE.

FCG shall maintain at a minimum all of the following:

(a) Commercial General Liability Insurance, including contractual liability, personal injury, bodily injury (including death), abuse and molestation, property damage and fire legal liability, with limits of not less than \$1 million Each Occurrence / \$2 million General Aggregate.

(b) Automobile Liability with limits not less than \$1 million Per Accident for all owned, non-owned and hired vehicles.

(c) Umbrella Liability Insurance with limits of liability in excess of Employer's Liability, Commercial General Liability, and Automobile Liability in the amount of not less than \$3 million.

Fulton County School District shall be named as Additional Insured on the aforementioned policies. The address of the School Property shall be listed on the policy and shown on the face of the certificate of insurance as the covered premises. FCG shall also maintain Statutory Workers' Compensation and Employers Liability Insurance under Georgia law with limits of not less than \$1 million Per Accident, for bodily injury and disease, with a waiver of subrogation in favor of FCBE.

Prior to entering onto the School Property, FCG and any Third Party shall submit proof of insurance by submitting a Certificate of Insurance to FCBE's Risk Management Department at:

Risk Management Department  
Fulton County Schools  
6201 Powers Ferry Rd, NW  
Atlanta, GA 30339

Insurance provider(s) for FCG and any Third Party shall be licensed to do business in the state of Georgia and shall have an A.M. Best rating of A or greater, and A.M. Best's Financial Size Category of not less than X.

The obligations of FCG and any Third Party to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits any liability of FCG or Third Party, whether or not the same is covered by insurance.

FCBE reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances, by providing FCG with notice of the same.

Notwithstanding the foregoing, FCG shall retain the right to self-fund any and all insurance coverage required by this Agreement except for Worker's Compensation and Employer's Liability Insurance, and nothing herein shall be construed as a waiver of FCG's sovereign immunity and the immunities available Fulton County officials, officers, employees and agents.

7. **Liability.** FCG shall be responsible for the acts and omissions of FCG and its agents, contractors, employees, and its invitees. FCG shall not use the School Property or Polling Areas for any purpose other than stated in Section 1 *Use of Polling Areas by FCG* hereof. No use shall be made of the School Properties nor acts done on the School Properties which will cause a cancellation of, or an increase in the existing rate of fire, casualty and other extended insurance coverage insuring the School Properties as the premises. FCG further agrees not to sell, or permit to be kept for use on the School Properties, any article or articles which may be prohibited by the standard form of fire insurance policies. FCG will self-insure and maintain, during the Term of this Agreement, insurance coverage for FCG's personal property located in the School Properties in an amount not less than full replacement cost of all of FCG's personal property located in the School Properties, against direct and indirect loss or damage by fire and all other casualties and risks. Notwithstanding the foregoing, FCG shall retain the right to self-fund for any and all insurance coverage required by this Agreement with the exception of Worker's Compensation and Employer's Liability Insurance. FCBE shall be responsible for the acts and omissions of FCBE and its agents, contractors, or employees. Nothing herein shall be construed as a waiver of FCG's sovereign immunity and the immunities available Fulton County officials, officers, employees and agents.
8. **Casualty.** If any of the School Properties are damaged or destroyed during the Term of the Agreement by a casualty loss, FCBE may elect to rebuild or restore such School Properties, in FCBE's sole discretion. If such damage or destruction is due to the acts or omission of FCG while in FCG's care, custody and control, then FCBE may elect to rebuild or restore the damaged or destroyed School Properties subject to reimbursement by FCG pursuant to the terms of Section 7 above. Notwithstanding the foregoing, nothing herein shall be construed as a waiver of FCG's sovereign immunity and the immunities available Fulton County officials, officers, employees and agents.
9. **Condemnation.** In the event all or any portion of the School Property is condemned by any legally constituted authority for any public use or purpose, or sold under threat of condemnation, then all condemnation awards or sales proceeds shall belong to FCBE,



and this Agreement shall terminate as to such property on the date of such condemnation or sale.

10. **Compliance with Laws.** FCG shall ensure compliance with all applicable federal, state and local laws, ordinances, rules and regulations in the use of the School Properties and in the running of elections, including but not limited to all applicable election laws. FCBE shall ensure compliance with all applicable federal, state and local laws, ordinances, rules and regulations in the ownership of the School Properties.
11. **Termination; Default.**
  - (a) Either party shall have the right to terminate this Agreement without cause upon sixty (60) days prior written notice.
  - (b) In the event either party defaults in the performance of any of its obligations under this Agreement, the non-defaulting party shall, in addition to all other rights and remedies available to such non-defaulting party at law or in equity, have the right to (i) provide written notice to the defaulting party of the intention to terminate this Agreement within thirty (30) days of the written notice if such default is not remedied within the 30 days, or (ii) cure such default at the expense of the defaulting party. The defaulting party, within thirty (30) days of the receipt of a statement for reimbursement, shall reimburse the other party for any amount paid and any expense or contractual liability so incurred. Notwithstanding the foregoing, if (i) such default is of such nature that it cannot reasonably be remedied within such thirty (30) day period, (ii) the defaulting party has commenced its efforts to remedy such default within such thirty (30) day period and is diligently and in good faith pursuing such efforts, and (iii) actually remedies such breach within sixty (60) days from the date it first receives notice of default from the non-defaulting party, the non-defaulting party shall not have the right to terminate this Agreement due to such default.
12. **Expiration of Term.**
  - a. Upon the expiration of the Term of the Agreement, all fixed and permanent improvements upon the School Property shall remain the property of FCBE, free and clear of all liens and encumbrances. FCG shall remove portable improvements placed by FCG upon any School Property. Except in connection with repairs or replacements, FCG covenants not to destroy or remove any FCBE improvements constructed or equipment placed upon any School Property, pursuant to this Agreement or otherwise, without the written consent of FCBE.
  - b. Upon the end of an Election Day, FCG shall promptly vacate all parts of the School Property and shall remove all voting equipment from each School Property no later than 6:00 am on the day after each Election Day.
13. **Notice.** Any notice or consent required to be given by or on behalf of any party hereto to any other party shall be in writing and sent by (i) certified mail, return receipt required or (ii) delivered personally, including by courier or expedited mail service, or (iii) by e-mail, addressed as follows (or at such address as may be specified from time to time in writing):

If to FCBE:  
Superintendent  
Fulton County Schools  
6201 Powers Ferry Rd, NW  
Atlanta, GA 30339  
Email: looneym@fultonschools.org

With a copy to:

Executive Director Capital Programs  
Fulton County Board of Education  
6201 Powers Ferry Rad  
Atlanta, Georgia 30339  
E-mail: boyajanwc@fultonschools.org

And with a copy to:

Director of Land Management  
Fulton County Board of Education  
6201 Powers Ferry Rad  
Atlanta, Georgia 30339  
E-mail: simpsonv1@fultonschools.org

And with a copy to:

Cheryl Shaw, Esq.  
Parker Poe Adams & Bernstein LLP  
1075 Peachtree Street NE, Suite 1500  
Atlanta, GA 30309  
E-mail: [cherylshaw@parkerpoe.com](mailto:cherylshaw@parkerpoe.com)

If to FCG:

Director  
Fulton County Department of Registration and Elections  
130 Peachtree Street SW  
Suite 2186  
Atlanta, Georgia 30303  
E-mail: nadine.williams@fultoncountyga.gov

With a copy to:

Fulton County  
Attention: County Attorney  
141 Pryor Street  
Suite 4038  
Atlanta, Georgia 30303  
E-mail: soo.jo@fultoncountyga.gov

With a copy to:

Fulton County  
Attention: County Manager  
141 Pryor Street  
10th Floor  
Atlanta, Georgia 30303  
E-mail: dick.anderson@fultoncountyga.gov

With a copy to:

Fulton County  
Attention: Land Administrator  
141 Pryor Street Suite 8021  
Atlanta, Georgia 30303  
E-mail: michael.graham@fultoncountyga.gov

Notices will be deemed given (i) on the date delivered if delivered personally, or (ii) on the earlier of confirmed receipt or the fifth business day following the date of mailing if sent by certified mail, or (iii) on the day of e-mail transmittal if sent by e-mail.

14. **Miscellaneous.**

a. This Agreement shall be construed as an intergovernmental contract, and no estate, title or interest in or to any School Property or portion thereof shall pass out of FCBE. Neither party shall, without the prior written consent of the other party, which consent may be withheld in the other party's sole discretion, assign its interest in this Agreement or any interest hereunder. Consent to any assignment shall not destroy this provision and any later assignments shall be made likewise only upon the prior written consent of the other party. Any assignee of either party, at the option of the party, shall become directly liable to the other party for all obligations of the assigning party hereunder, but no assignment by either party shall relieve such party of any liability hereunder to the other party.

b. If either party is delayed, hindered or prevented from performing any act or thing required hereunder by reason of strikes, lock-outs, labor troubles, casualties, inability to procure labor or materials, failure or lack of utilities, governmental laws, orders and regulations, riots, insurrection, war, acts of God, inclement weather, or other causes beyond the reasonable control of either party ("**Force Majeure**"), the delayed party shall not be liable, and the period of performance of any such act shall be extended for a period equivalent to the period of such delay, provided such party provides written notice of such occurrence to the other party within ten (10) days of such occurrence. The foregoing is inapplicable to the payment of money unless such delay is due to an act arising after a party's mailing which affects the physical delivery of the payment.

c. NEITHER PARTY WILL KNOWINGLY ALLOW ALCOHOLIC BEVERAGES OR THE USE OF TOBACCO PRODUCTS ON THE SCHOOL PROPERTIES. FCG acknowledges that FCBE has a no alcoholic beverages and tobacco products policy at its facilities and will make every reasonable effort to ensure compliance with said policy.

d. This Agreement constitutes the sole and entire agreement between the parties hereto as of the date hereof, and no modification of this Agreement shall be binding unless in writing attached hereto and signed by FCG and FCBE. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

e. Time is of the essence for each and every provision and stipulation of this Agreement.

f. Each party acknowledges that this Agreement has been freely negotiated by both parties, and that, in any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof.

g. No action or failure to act by any party hereto shall constitute a waiver of any right or duty afforded, to such party under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement except as may be specifically agreed in writing.

h. FCG shall have no right to construct any improvements on the School Properties owned by FCBE without FCBE's consent, which may be withheld in FCBE's sole discretion. During the Term, FCG shall not demolish any of the facilities located on FCBE's property.

i. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument. This Agreement may be executed and/or transmitted electronically with the same force and effect as an original.

j. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction of, and that venue is proper in, the state or federal courts in Atlanta or Fulton County, Georgia, in any dispute arising out of this Agreement.

k. If any clause or provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then such terms shall be stricken from the Agreement and the unaffected terms and provisions shall remain in full force and effect. Each covenant, agreement, obligation, or other provision of this Agreement on FCG's part to be performed shall be deemed and construed as independent covenants of FCG, not dependent on any other provisions of this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

**FULTON COUNTY, GEORGIA**

---

Robert L. Pitts, Chairman  
Board of Commissioners

ATTEST:

---

Tonya Grier,  
Clerk to the Commission (Seal)

APPROVED AS TO FORM

---

Y. Soo Jo  
Office of the County Attorney

APPROVED AS TO CONTENT:

---

Patrise Perkins-Hooker, Chair  
Board of Registration & Elections

---

Nadine Williams, Director  
Department of Registration &  
Elections

## FULTON COUNTY BOARD OF EDUCATION

By: \_\_\_\_\_  
Name: Kimberly Dove  
Title: Board Chair

By: \_\_\_\_\_  
Name: Dr. Mike Looney  
Title: Superintendent

Exhibit A  
Exhibit B  
Exhibit C

Exhibit A  
[Parties to insert list of schools]

# Exhibit B



Book	District Policy
Section	K - General Public Relations
Title	Use of School Facilities
Code	KG
Status	Active
Legal	O.C.G.A., 20-2-520, O.C.G.A. 51-1-53, Op. Att'y Gen. 1945-47, p. 206; 1963-1965, p. 401; 1960-61, p. 172, 1958-59, p. 98
Cross References	<a href="#">KG - Use of School Facilities</a> <a href="#">KEB - Fund Raising</a> <a href="#">KTA - Political Campaign Activities</a>
Adopted	July 1, 1986
Last Revised	August 18, 2022
Last Reviewed	August 18, 2022

The Board of Education recognizes that the primary purpose of its school facilities is to provide a suitable setting in which to educate the students of Fulton County. School facilities include buildings, grounds, athletic facilities, fields and parking lots at District schools or administrative sites. This policy governs the use of school facilities for educational and other purposes.

## **I. Use of Facilities by Priority**

### **Priority 1: School-Sponsored Activities**

School-sponsored activities, as determined by the principal, shall have first priority for the use of school facilities.

School-sponsored activities means a school's curricular and extracurricular programs and any other activity undertaken by and in the name of the school, as determined by the school principal and under the supervision of the area zone superintendent, and should be open to all students regardless of ability to pay.

### **Priority 2: School-Affiliated Support Groups**

School-affiliated support groups shall have second priority for the use of school facilities.

School-related support groups means organizations devoted exclusively to the support of the school and school-sponsored activities, such as PTAs/PTOs, booster clubs, school or District foundations, and employee organizations.

### **Priority 3: Feeder Programs**

Feeder programs shall have third priority for the use of school facilities.

A feeder program means a community non-profit organization offering extracurricular arts and/or athletics activities for the purpose of supporting potential participants in future secondary programs within Fulton County Schools.

### **Priority 4: Governmental Entities**

Governmental entities shall have fourth priority for the use of school facilities.

Governmental entity means any federal, state, or local government body or agency thereof, and also means any other public educational institution.



Any governmental entity wishing to establish an intergovernmental agreement for facilities use involving shared resources which will be of benefit to Fulton County residents will be eligible to request the use of school facilities in accordance with this policy or in accordance with any intergovernmental agreement between the District and the other governmental entity.

Proposals approved by the Operations Department will be recommended to the Board with a summary of the proposed terms.

Governmental entities wishing to use school facilities for other purposes should apply through the Facility Rental Department. If the governmental entity provides goods, services, facilities, or equipment that are beneficial to the District, the governmental entity may be exempt from payment of some or all of the customary rental fees.

#### **Priority 5: Outside Organizations**

Outside organizations shall have fifth priority for the use of school facilities.

The Board of Education recognizes that school facilities represent a significant investment on the part of the District's residents. Therefore, the Board encourages community use of school facilities by outside organizations when such use will not interfere with the District's educational mission.

Outside organizations means those organizations other than school-affiliated support groups, feeder programs or governmental entities that are eligible under this policy to request use of school facilities. The following priority order will guide requests by outside organizations:

1. Non-profit organizations that directly support District students; for-profit businesses that directly support District students
2. Other non-profit organizations
3. Other for-profit organizations

Individuals are not eligible to apply for use of school facilities.

Use of school facilities by political organizations or political candidates must follow the procedures outlined in the [Board Policy KIA: Political Campaign Activities](#).

Any use of school facilities by school-affiliated support groups, feeder programs, governmental entities and outside organizations must be consistent with the Board's policies and administrative procedures, must not involve unlawful conduct, and must be acceptable to and receive initial clearance from the principal or local building administrator and under the supervision of the zone superintendent. Following initial clearance, the Facility Rental Department shall process applications, administer requests and issue final approval for use of school facilities. The Facility Rental Department can be accessed online by following this link: [Facility Rental Department Homepage](#)

## **II. Lease Agreements**

The Board of Education will consider engaging in formal lease agreements with outside organizations that are willing to make significant improvements and/or contributions to school facilities and/or provide substantial benefits to Fulton County students. Prior to consideration by the Board, the area zone superintendent and principal or local building administrator, and the Facility Rental Department must approve the proposal.

In accordance with O.C.G.A. 51-1-53, all such lease agreements shall be revocable at any time by the District.

To comply with Georgia law, the Superintendent or designee shall establish a fee schedule that enables the District to recoup the costs involved in the use of school facilities. Agreements shall be governed by Georgia Law and, in particular, by the provisions and immunities stated and provided by O.C.G.A. Sec. 51-1-53.

#### **Cell Tower Site Leases:**

The District may consider entering into multiyear ground leases with telecommunications providers governing the use of unimproved portions of school or administrative facility properties as the site of telecommunications towers. All such ground leases shall require rental payments at no less than market rates and shall be subject to Board approval and all applicable federal, state and local laws, ordinances, zoning codes, rules and regulations.

## **III. Particular Uses**

#### **Use of Athletic Fields or Facilities:**

In general, athletic fields or facilities may be subject to a use agreement of up to five years with a possible option for extension when the requesting outside organization expends substantial resources to improve the field or facility, such as installing lights, irrigation systems, or scoreboards. Each such arrangement will be reviewed annually by the Facility Rental Department and may be discontinued if the use has caused adverse impacts to the school's athletic facilities or if the school has a need for the facility that conflicts with the outside use.

In advance of the spring, fall, and summer athletic programs, principals from each high school and the District will determine the needs for athletic fields and facilities. Agreements with outside organizations will be reviewed in light of these needs.

Each year, the Superintendent or designee will provide to the Board a report listing the athletic facilities subject to such use agreements, to include the organization using the facility, the type of use, and the improvements made or obligated.

**Film Production:**

For requests for the use of facilities by production companies, including movie, television, theatrical, and/or commercial productions, the Facility Rental Department in conjunction with the principal and under the supervision of the zone superintendent, on a case-by-case basis, may approve the use request and shall retain the right to review artistic content, including script and production schedule for appropriate use in a school setting.

Use of school facilities shall not be denied on the basis of an organization's religious, political or philosophical views and or expressive activity. Organizations granted permission to use school facilities shall not unlawfully restrict participation in the activity or event because of an individual's race, color, religion, sex, national origin, age or disability.



Book	Operating Guidelines
Section	K - General Public Relations
Title	Use of School Facilities
Code	KG
Status	Active
Cross References	<a href="#">FRB - Safety</a> <a href="#">KER - Fund Raising</a> <a href="#">KG - Use of School Facilities</a> <a href="#">KIA - Political Campaign Activities</a> <a href="#">LEH - Community Youth Athletic Programs</a>
Adopted	July 1, 1986
Last Revised	June 15, 2023
Last Reviewed	June 15, 2023

The Operating Guidelines for School Facilities are intended to provide an overview of the use of school facilities, including the types of organizations eligible to use district facilities, how to apply for facility use, the facility use approval process and the conditions, terms and rules for using the facilities of Fulton County Schools.

### **Types of Organizations Eligible to Use Facilities**

#### **I. School and District Use of Facilities by Priority**

A. As established in [Board Policy KG](#), priorities for use of facilities will be:

1. School-Sponsored Activities
2. School-Affiliated Support Groups
3. Feeder Programs
4. Governmental Entities
5. Outside Organizations
  - a. Non-profit organizations that directly support District students; for profit businesses that directly support District students
  - b. Other non-profit organizations
  - c. Other for-profit organizations

B. School-Sponsored Activities must have the principal's advance approval, under the supervision of the area zone superintendent, and may not require an application to be submitted into the web-based reservation system or pay a fee for rental if they are a:

- Part of a school's curricular and/or extracurricular program; or
- Staff led activity; or
- Non-fundraising activity

For all other uses, an application must be submitted to the online web-based reservation system, accessible via the Facility Rental Department's webpage. See section VI. Use Agreements - Terms and Conditions.

#### **II. Types of Facilities Available**

A. School facilities that may be available for use include:

1. gymnasiums,
2. cafeterias,
3. classrooms,

4. playing fields and athletic fields,
5. auditoriums, theaters,
6. concession facilities,
7. media centers,
8. conference rooms,
9. parking lots and other common areas.

B. Requests to use other District facilities will be considered on a case-by-case basis by the Facility Rental Department in consultation with the Local Building Administrator (LBA).

#### **Applying for Use of School Facilities**

### **III. Application Process for Use of School Facilities**

A. Fulton County Schools uses an online, web-based reservation system, accessible via the Facility Rental Department's webpage to receive and review facility use requests, including long-term rental agreements. Prior to making an initial facility rental request, renters must register as a user of the web-based reservation system via the District's website.

B. All rental applications must be submitted no less than 25 District operational days<sup>[1]</sup> prior to the requested rental date.

C. The application must be submitted by the user who will be responsible for the activity or event. Please see the Facility Rental Process Flowchart posted on the Facility Rental webpage for additional information.

D. If the user plans to charge an admission fee, it must state the amount of the fee in the application and obtain prior approval, which will be reflected in the facility use agreement.

#### **Facility Approval Process**

### **IV. Application Review for Facility Use**

A. The following factors will be considered in reviewing an application for facilities use, including both short-term rentals and long-term rental agreements:

- The priority (school-sponsored activities, school-affiliated support groups, feeder programs, governmental entities, outside organizations);
- the type of activity or event;
- its potential impact on the facility;
- the duration and frequency of the activity or event;
- the availability of adequate District personnel to oversee the facility during the activity or event;
- the number of participants expected;
- safety and security concerns;
- potential interference with other activities at the facility;
- the need for a rest period for the facility or grounds;
- any prior violations of policies, rules, procedures, or agreements including failure to timely pay facility rental fees and expenses; and
- other needs or interests of the school or the District.

### **V. Long-Term Rental Agreements for District Facilities**

A. Renters requesting to establish a facility rental agreement or intergovernmental agreement of one to five years (maximum) should submit a proposal to the Land Management Department, which shall consider the proposal and the benefit to Fulton County Schools with input from the principal under the supervision of the zone superintendent. See the Land Management [webpage](#) for instructions on submitting a proposal.

- a. A contract period is for one year with an option to renew yearly for up to five years, provided the renter is not in default of the agreement.
- b. Contracts that contain renewal options beyond the initial year are contingent upon and, may not be entered into without, advance Board approval.

B. All organizations and all third-party program providers will be subject to the following vetting requirements:

1. Criminal background checks
2. E-Verify for work authorization
3. Certificate of Insurance
4. Proof of corporate registration and existence with the Georgia Secretary of State or applicable jurisdiction

Any intergovernmental agreement will also require that a list of third-party program providers be submitted annually to the District.

#### **Terms, Conditions, and Rules**

### **VI. Use Agreements - Terms and Conditions**

A. In accordance with State law, each facility use agreement with an organization for the purposes of conducting or engaging in recreational, physical, or performing arts activity shall include but are not limited to:

1. setting forth the terms and conditions of the use of the facility;
2. including a hold harmless provision in favor of the District;
3. being revocable at any time by the District;



4. requiring the organization to maintain and provide proof of a minimum of \$1,000,000.00 in liability insurance coverage applicable to the use of the facilities and effective for the duration of such agreement; and
5. providing a citation that such agreement shall be governed by O.C.G.A. § 51-1-53.

#### B. Supervision Requirements

- a. Appropriate supervision must be present for activities involving children.
- b. At least one authorized representative of the organization shall be present during the activity or event.
- c. A school custodian and/or other District employee, as designated by the principal, must be present during indoor events or activities, but their attendance may be waived by the principal and Facility Rental Department for exterior outdoor activities or events.
- d. District employees are not permitted to give their building keys, gate keys, or key cards to any non-District employee.

#### C. Safety Guidelines

- a. School facilities shall not be used for anything other than the use(s) approved in the use agreement.
- b. All activities must be orderly and comply with all federal, state, and local laws.
- c. By using District facilities, each organization agrees to hold harmless and indemnify the District for any claim of loss, injury or damage resulting from the organization's use of the school facility.
- d. Approved users and their participants must stay in their assigned area at all times. Entry into other areas of the facility is not permitted.
- e. The number of attendees may not exceed the number authorized and the user must ensure compliance with local fire codes.
- f. School buildings are not designed to meet the codes of or permitted for residential occupancy so activities with planned sleep periods (e.g., sleepovers) are not allowed, except as necessitated by emergency.
- g. Use of lighted athletic fields must end by 10:30 p.m. Lights may remain on until all participants and attendees have safely left the fields.
- h. Facility users may not make any unapproved modifications to school facilities. This includes but is not limited to modifications to the electrical, heating, cooling, ventilation, or plumbing systems or to the structure or grounds of the facility.
- i. Alcohol, illegal drugs, weapons, and explosives are not allowed in school facilities or on school property.
- j. The use of tobacco products is prohibited in school facilities and on school property. Any use of such facilities must comply with [Policy KMA - Public/Employee Use of Tobacco Products](#).
- k. Parking is permitted only in designated parking areas. In no event shall any facility user or their employees, contractors, participants, or attendees park in any grass or turf areas.

#### D. Fundraisers/Advertising

- a. Fundraising by facility users must meet the requirements outlined in [Policy KEB - Fundraising](#).
- b. Tax-exempt organizations must provide a copy of their IRS determination letter and establish their legitimacy to the satisfaction of the Facility Rental Department before any fundraiser will be allowed at a school facility.
- c. Signs, banners, pennants, etc. limited to promoting the event may be erected on school property during the facility rental period only if the permission of the principal is obtained in advance and only if such displays comply with applicable laws, ordinances, rules, and regulations and do not deface school property. See Board [Policy KI: Advertising in the Schools](#) for more details.

#### E. Food and Beverage

- a. Arrangements for the sale of concessions by outside organizations must be made through the school principal under the supervision of the zone superintendent.
- b. Food and beverages are allowed inside school buildings and on the school grounds only if approved by the principal in compliance with school nutrition rules and processes set out in [Policy EEE - Wellness Policy](#) and [Policy EED - Sales of Food on School Premises](#).

#### F. Political Meetings

- a. Political forums held on school property must comply with [Policy KIA - Political Campaign Activities](#).

#### G. Filming, Theatrical Productions and Photography

- a. No "live" or "live-stream" filming is allowed at or in any school facility or on school grounds.
- b. Any theatrical production, film production, filming or still photography that will feature students must comply with District policies as well as all applicable laws, rules, and regulations governing student privacy, including the requirement to obtain signed waivers in advance.

### VII. Cancellation of a Facility Use Agreement

- A. The District reserves the right to deny an application by any renter or cancel the organization's facility rental agreement or intergovernmental agreement upon written notice when it deems such action to be in the best interest of the District or a school.
- B. The renter is responsible for providing timely notification to its members or other participants of a cancellation. When schools are closed because of adverse weather or other emergencies, all use of school facilities is canceled.

### VIII. Fees for Use of Facilities

#### A. General Operational Costs

- a. To comply with Georgia law, the District must recover certain operating costs from users resulting from their use of school facilities, which may include utilities, security, supervision, clean-up, maintenance, depreciation, overtime, and any other costs to the District. The fee schedule can be obtained from the Facility Rental Department webpage. Fees may be changed from time to time to reflect current costs.

---

**B. Deposits**

- a. At the discretion of the Facility Rental Department, renters may be required to pay a deposit for activities involving large groups or activities that may result in damage to school property. Failure to pay a required deposit will result in the cancellation of the event.
- b. If school facilities are used on an ongoing basis (monthly, weekly, etc.), a deposit of not less than one month's fee may be required in advance along with the fee for the first month. The deposit will be held by the Facility Rental Department and will be returned at the end of the approved use period, less any deductions for damage, unpaid fees or other costs resulting from the use, or may be applied to the facilities use fees incurred by the organization.

**C. Additional Costs and/or Services**

- a. A custodial fee for clean-up may be assessed if the organization does not leave the facility and grounds clean.
- b. The Facility Rental Department, in consultation with Fulton County Schools Police Chief or his/her designee, may require the renter to pay for or to provide Fulton County Schools police or other law enforcement or security personnel. The number of police protection or other law enforcement or security personnel needed is at the direction of the Fulton County Schools Police Chief or his/her designee.
- c. The renter may use tables and chairs if requested in advance. A set-up fee will be charged.
- d. Requests to use public address systems or audio-visual and presentation equipment will be considered on a case-by-case basis by the principal and may be charged to the renter.
- e. The following types of District equipment may not be used by renters: musical instruments, athletic equipment, computers, and technical or laboratory equipment.
- f. Access to the District's network will not be available and wi-fi to guests may be limited.
- g. Any use of a facility beyond the time specified in the rental application or use agreement is subject to additional fees charged in quarter-hour increments.

**D. Payment Information**

- a. If fees are not paid in full at least ten (10) District operational days in advance of the activity or event, permission to use the school facility may be withdrawn or a ten percent (10%) penalty fee may be assessed.
- b. Payment should be made payable to the Fulton County Board of Education and mailed to the Facility Rental Department at Administration Center, 6201 Powers Ferry Road, NW, Atlanta, GA 30339. At the discretion of the Facility Rental Department, other forms of payment may be requested. The District does not accept cash or direct wire payment.
- c. If an activity is canceled at least five (5) business days in advance of the activity or event, any prepaid user fee will be refunded, less any costs the District has incurred.
- d. If fees are past due, the District may refer the matter to collections. The user will not be able to rent or use any of the District's facilities until payment has been made in full.

**IX. Fee Waiver Requirements****A. Organizations are only eligible to request a waiver of facility rental fees if they meet the following requirements:**

- a. The use must be a School-Sponsored Activity, School-Affiliated Support Group, or Feeder Program; and/or
- b. User must provide goods or services to District students free of charge; and/or
- c. Users must provide services to District students that relate to counseling, tutoring and/or mentoring; and/or
- d. User must be a registered non-profit 501(c)(3).

B. The proposed event or activities must be approved by the principal, under the supervision of the zone superintendent, and Director of Land Management before a fee waiver request may be submitted.

C. The fee waiver request must be submitted and approved by the Board.

D. Other costs and/or obligations may still be required after a fee waiver is approved by the Board. See section VIII. C. for Additional Costs and/or Services

**X. Insurance**

A. Facility users are required to obtain and maintain liability insurance with limits of at least \$1 million relative to the event or activity, effective for the duration of the rental, naming Fulton County Schools as an additional insured. The organization's insurance certificate must be provided to the Facility Rental Department at the time of submitting the rental application in order for the organization to be approved to use any facility.

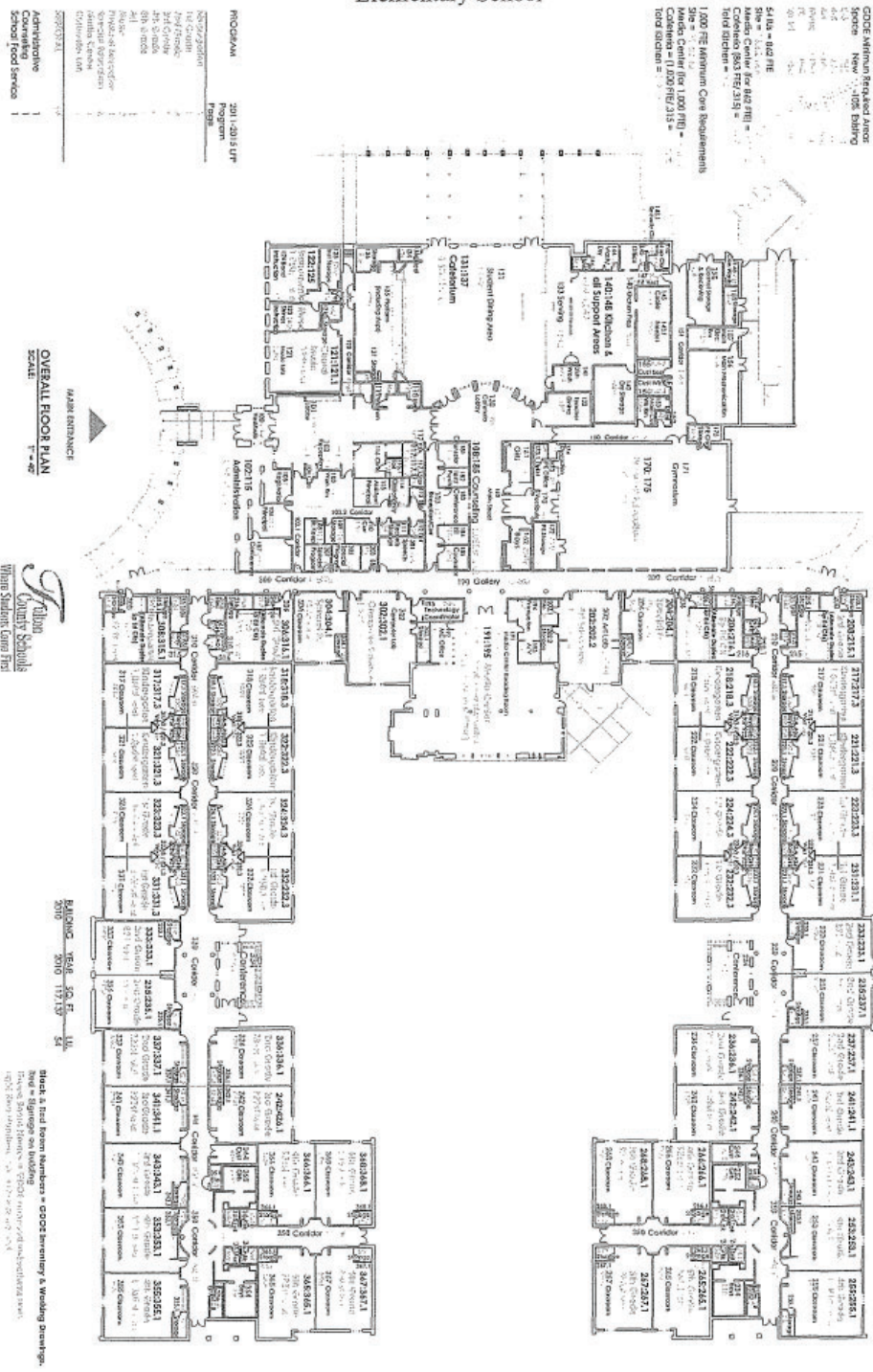
B. Facility users shall be responsible for all damage or destruction of property arising out of their use of school facilities and shall reimburse the District for the required repair or replacement cost associated with such damage or destruction.

---

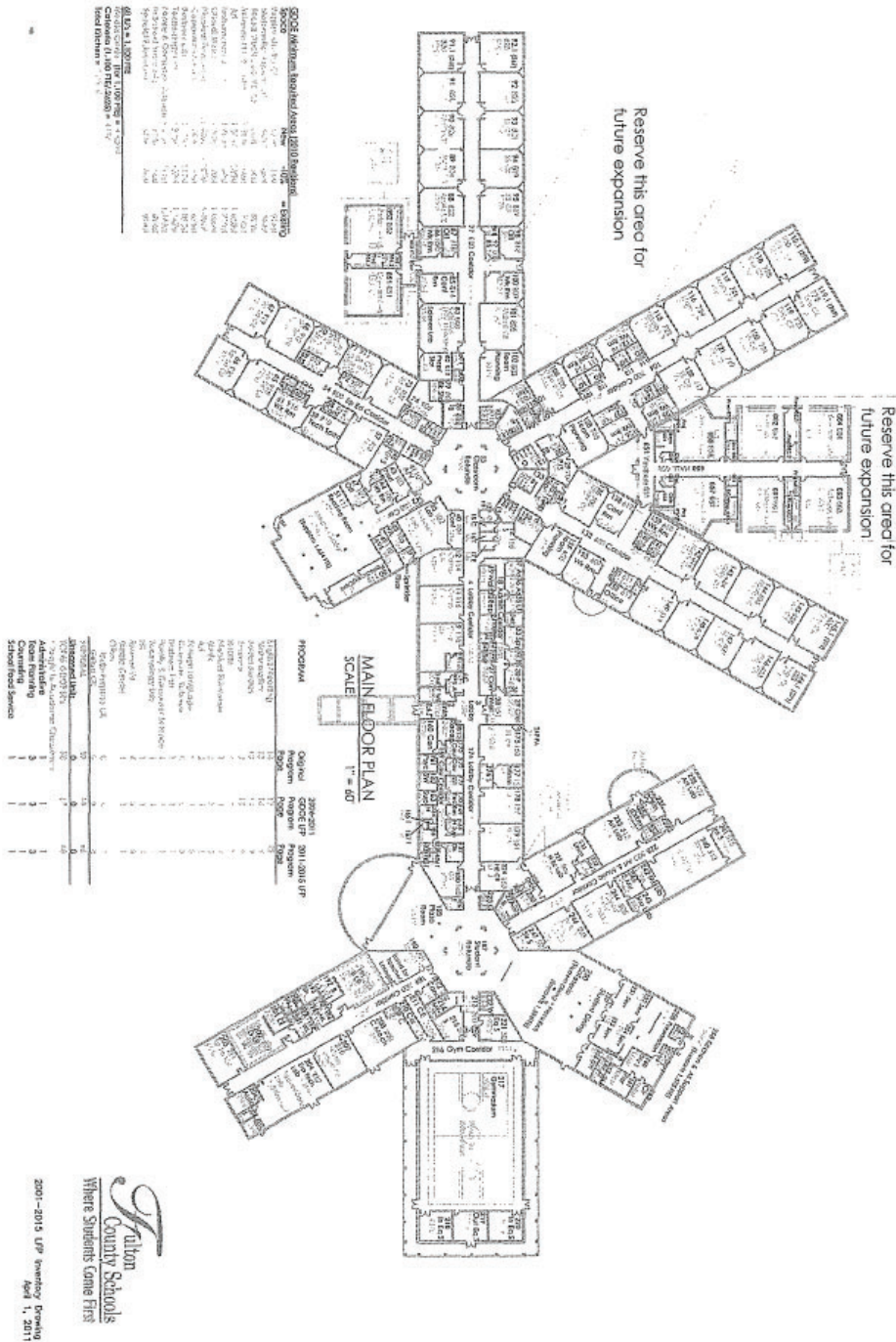
[1] District operational days means weekdays on which the Land Management Department is not closed for a recognized District holiday, break, inclement weather, or emergency.



**EXHIBIT C-1**  
Elementary School

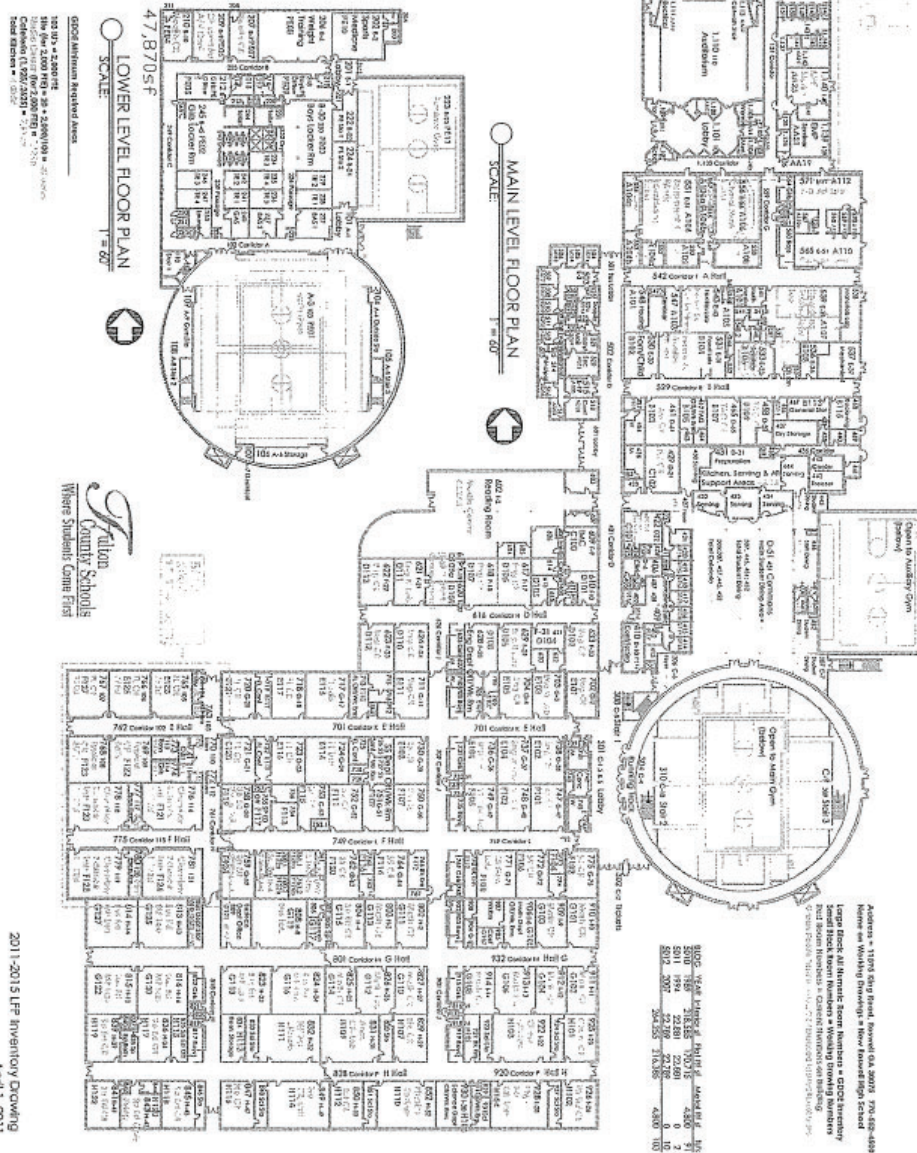


# EXHIBIT C-2 Middle School





**EXHIBIT C-3**  
High School

[illegible]





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 24-0116

**Meeting Date:** 2/21/2024

### Department

Emergency Management

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

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

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

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

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

Justice and Safety

### Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

### Is this a purchasing item?

No

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Fiscal Impact / Funding Source**

### **Funding Line 1:**

n/a



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

**THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”)** is made and entered this 13 day of December, 2023, by and between the City of Mountain Park, Georgia (“City”), a municipal corporation, and Fulton County, Georgia (“County”), a constitutionally created political subdivision of the State of Georgia, herein after collectively referred to as the “Parties”.

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

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

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

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

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

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

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



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

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

## **ARTICLE 1 PURPOSE AND INTENT**

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

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

## **ARTICLE 2 TERM OF AGREEMENT**

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

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



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

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

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

### **ARTICLE 3 COMPENSATION AND CONSIDERATION**

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

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

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

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

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

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



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

#### **ARTICLE 4 ENFORCEMENT & SERVICE RESPONSE**

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

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

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

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

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

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

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

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



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

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

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

## **ARTICLE 5 TRANSITION**

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

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

## **ARTICLE 6 LIABILITY**

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

## **ARTICLE 7 TERMINATION AND REMEDIES**

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

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



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

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

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

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

## **ARTICLE 8 AMENDMENTS**

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

## **ARTICLE 9 NOTICES**

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

If to the County:

Richard "Dick" Anderson, County Manager  
141 Pryor Street, SW, Suite 1000  
Atlanta, Georgia 30303404-612-8335  
404-612-0350 (facsimile)

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

If to the City:

Jim Still, City Manager/Administrator  
118 Lakeshore Drive  
Mountain Park, GA 30075  
(770) 993-4231

With a copy to:

Brandon Bowden, City Attorney  
118 Lakeshore Drive  
Mountain Park, GA 30075  
(770) 993-4231

#### **ARTICLE 10 NON- ASSIGNABILITY**

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

#### **ARTICLE 11 ENTIRE AGREEMENT**

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

**ARTICLE 12  
GOVERNING LAW AND VENUE**

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

**ARTICLE 13  
SEVERABILITY**

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

**ARTICLE 14  
BINDING EFFECT**

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

**ARTICLE 15  
COUNTERPARTS**

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

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

**(SIGNATURES ON NEXT PAGE)**



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


**MOUNTAIN PARK, GEORGIA**

Attest:

  
\_\_\_\_\_  
Jim Still  
Mayor

  
\_\_\_\_\_  
~~Jennifer Zalokar, Clerk~~ Logan Tranter  
City of Mountain Park Deputy City Clerk  
(SEAL)

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney's Office

**FULTON COUNTY, GEORGIA**

ATTEST:

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

\_\_\_\_\_  
Tonya L. Grier, Clerk  
Fulton County Board of  
Commissioners

APPROVED AS TO FORM:

\_\_\_\_\_  
Y. Soo Jo  
County Attorney

  
\_\_\_\_\_  
Joseph Barasoain  
Fulton County Emergency  
Management





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 24-0117

Meeting Date: 2/21/2024

### Department

Emergency Management

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

Request approval of an Intergovernmental Agreement (IGA) between the City of South Fulton, Georgia and Fulton County, Georgia, by which the City and the County would agree to fire protection, fire suppression, emergency medical response, community risk reduction, rescue, hazardous material response, technical rescue, ancillary fire services and support assistance, and first response non-transport emergency medical services within the specific boundaries of the unincorporated portion of Fulton County, Georgia. The IGA is effective January 1, 2024 and ending on December 31, 2024. This Agreement may renew on January 1<sup>st</sup> of each successive year for up to three (3) years. This Agreement may not be renewed or enforced beyond December 31, 2027. Renewal of this Agreement shall require written notice by both the County and the City and shall not be automatic. The County's funding obligation annually is the amount of three Hundred Fifty-Six Thousand Two Hundred and Fifty Dollars and Zero Cents which shall be remitted to the City in monthly payments of Twenty-Nine Thousand Six Hundred and Eighty-Seven Dollars and Fifty Cents.

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

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

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

Justice and Safety

### Commission Districts Affected

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

### Is this a purchasing item?

No



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

**Scope of Work:** The purpose of this Agreement is for the City of South Fulton to provide fire protection, fire suppression, emergency medical response, community risk reduction, disaster mitigation, rescue, hazardous material response, technical rescue, ancillary fire services and support assistance, and first response non-transport emergency medical services within the specific boundaries of the unincorporated portion of Fulton County, Georgia. The City of South Fulton (City) will provide the services listed above consistent with the overall quality of services provided throughout the City. This Agreement shall be effective January 1, 2024 and ending on December 31, 2024. This Agreement may renew on January 1<sup>st</sup> of each successive year for up to three (3) years. This Agreement may not be renewed or enforced beyond December 31, 2027. Renewal of this Agreement shall require written notice by both the County and the City and shall not be automatic. The County's funding obligation annually is the amount of three Hundred Fifty-Six Thousand Two Hundred and Fifty Dollars and Zero Cents which shall be remitted to the City in monthly payments of Twenty-Nine Thousand Six Hundred and Eighty-Seven Dollars and Fifty Cents.

**Community Impact:** Fulton County, Georgia is responsible for providing fire protection, fire suppression, emergency medical response, community risk reduction, disaster mitigation, rescue, hazardous material response, technical rescue, ancillary fire services and support assistance, and first response non-transport emergency medical services within the specific boundaries of the unincorporated portion of Fulton County, Georgia. By way of this IGA, Fulton County, Georgia will leverage the services of the City of South Fulton Fire Rescue Department to provide these municipal level services.

**Department Recommendation:** The department recommends Board of Commissioners approve this agenda item.

**Project Implications:** Since Fulton County, Georgia no longer operates a fire rescue department that provides fire protection, fire suppression, emergency medical response, community risk reduction, disaster mitigation, rescue, hazardous material response, technical rescue, ancillary fire services and support assistance, and first response non-transport emergency medical services, an IGA with a municipal fire rescue department is necessary to provide these critical public safety services.

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

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

## **Fiscal Impact / Funding Source**

### **Funding Line 1:**

n/a

---

**Agenda Item No.:** 24-0117

**Meeting Date:** 2/21/2024

---

## **INTERGOVERNMENTAL AGREEMENT**

This Agreement is made and entered into this \_\_\_\_ day of December 2023, by and between THE CITY OF SOUTH FULTON, GEORGIA, a municipal corporation of the State of Georgia (referred hereto as "the City") and FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia (referred hereto as "the County").

### **WITNESSETH**

**WHEREAS**, the City and County have contiguous boundaries; and

**WHEREAS**, the County is a constitutionally created political subdivision of the State of Georgia; and

**WHEREAS**, the City is a municipality organized under the Laws of the State of Georgia, acting by and through its duly elected City Council; and

**WHEREAS**, the Georgia Constitution, ARTICLE IX, § 2, 3 prohibits cities and counties from exercising governmental authority within each other's boundaries except by intergovernmental agreement or as otherwise provided by law; and

**WHEREAS**, the County and City desire to enter into this Intergovernmental Agreement ("Agreement") for the City to provide fire protection, fire suppression, emergency medical response, community risk reduction, disaster mitigation, rescue, hazardous material response, technical rescue, ancillary fire services, and support assistance, and first response non-transport emergency medical services within specific boundaries of the County; and

**WHEREAS**, the County and the City are determined to provide the best possible protection to their citizens to prevent disastrous incidents from occurring and maximize lifesaving and property-saving opportunities when disastrous incidents do occur by sharing and using their resources in the most effective and efficient manner possible; and

**WHEREAS**, the City maintains and staffs a fire department for fire protection, fire suppression, emergency medical response, community risk reduction, disaster mitigation, rescue, hazardous material response, technical rescue, ancillary fire services, and support assistance, and first response non-transport emergency medical services; and

**WHEREAS**, the City owns and maintains fire suppression, protection, prevention, rescue, emergency medical response, hazardous material response, technical rescue and ancillary fire services and support equipment; and

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

### **PURPOSE AND INTENT- 1.0**



**1(a):** The purpose of this Agreement is for the City to provide fire protection, fire suppression, emergency medical response, community risk reduction, disaster mitigation, rescue, hazardous material response, technical rescue, ancillary fire services, and support assistance, and first response non-transport emergency medical services within specific areas of the County, as defined in Addendum A to this Agreement.

**1(b):** The City, therefore, agrees to provide the specific areas of the County with services consistent with the overall quality of services provided throughout the City. Those services provided by the City will include, but not be limited to:

**1(b)(1):** Public education and safety services in the specific areas of the County covered by this Agreement which is consistent with those provided in other areas of the City;

**1(b)(2):** Operation consistent with the City's Fire Rescue Standard Operating Procedures.

**1(b)(3):** Inspection and enforcement of the County Fire Codes within the area defined in Addendum A, via a designated Fire Marshal. Any fines or fees charged pursuant to these functions will be remitted to the City; and

**1(b)(4):** Operation in conjunction with the County Information Technology Infrastructure, including but not limited to RMS and fire applications.

**1(c):** The County will pay for the costs of providing such services as agreed upon within this Agreement and cooperate with the City in the provision of these fire rescue services.

### **TERMS AND DEFINITIONS - 2.0**

For the purposes of this Agreement, the following terms shall be defined as:

**2(a):** *Call-For-Service* means a request received from the public through the 911 system requiring a Fire Department Services response or assistance.

**2(b):** *Fire and Rescue Department Services* means fire protection, fire suppression, emergency medical response, community risk reduction, disaster mitigation, rescue, hazardous material response, technical rescue, ancillary fire services and support assistance, and first response non-transport emergency medical services provided by City Fire Department members.

**2(c):** *Fleet and Rescue Maintenance* means preventative maintenance, safety inspections, and minor repairs for City fire trucks other motor vehicles, facilities, and equipment operated for the purpose of fulfilling obligations under this Agreement.

### **TERM OF AGREEMENT -3.0**

**3(a):** This Agreement shall be effective beginning January 1, 2024, and ending on December 31, 2024. This Agreement may renew on January 1st of each successive year for up to three (3) years only by written consent of the parties. This Agreement may not be renewed or enforced beyond December 31, 2027. Renewal of this Agreement shall require written notice by both the County and the City and shall not be automatic.

**3(b):** Nothing in this article shall preclude termination pursuant to section 13.

#### **COMPENSATION - 4.0**

**4(a):** For fire and rescue services to be rendered pursuant to this Agreement, the County shall pay to the City an annual amount of Three Hundred Fifty-Six Thousand Two Hundred and Fifty Dollars and Zero Cents (\$356,250.00) which shall be remitted to the City in monthly payments of Twenty-Nine Thousand Six Hundred and Eighty-Seven Dollars and Fifty Cents (\$29,687.50) retroactively starting from January 1, 2024. All invoices shall be submitted to:

Fulton County Department of Finance  
141 Pryor Street, SW, Suite 7001  
Atlanta, Georgia 30303

**4(b):** The parties agree that the annual amount of this Agreement is subject to an increase based upon the consumer price index because of inflation on the real value of money. Should the annual amount need to be modified in any manner, the modification shall be approved in writing by both the County and the City.

**4(c):** Any grant funds received by the County to operate and maintain fire and emergency equipment within the area defined in Addendum A will be remitted to the City from the County, as appropriate.

**4(d):** The City agrees to track and account for all fines and fees recovered by the Fire Marshal as a result of inspections, plan reviews, blasting permits, and construction permits, and enforcement of the County Fire Codes within the area defined in Addendum A.

**4(e):** Nothing herein shall operate to bar recovery of funds by either jurisdiction from any state or federal agency under any existing statutes.

#### **CITY FIRE DEPARTMENT SERVICES - 5.0**

**5(a):** The City Fire Department will automatically respond and utilize resources when providing fire protection, fire suppression, emergency medical response, community risk reduction, disaster mitigation, rescue, hazardous material response, technical rescue, ancillary fire services and support assistance; and first response non-transport emergency medical services in the contiguous geographic service areas of Fulton County defined in Addendum A, on a continual 24-hour per day basis in accordance with Georgia law, County Ordinances and City Ordinances.

**5(b):** The City Fire Department shall provide the equivalent of comparably equipped unit(s) as determined by ICS-420-1 and existing units being utilized by the County and staffed with a minimum of three members in each instance of emergency based on local conditions at the time of emergency.



**5(c):** The City Fire Department units will respond to all calls-for-service within the specific jurisdictional limits of the County identified in Addendum A, as dispatched through the County's 911 system.

**5(d):** The City Fire Department unit(s) shall be deemed the primary responder in the areas identified in Addendum A and shall make every reasonable effort to meet all existing performance metrics as noted for EMS and Fire with response targets of 7:59 and 8:12 minutes or less respectively while maintaining safe operations, consistent with the departmental average response time.

**5(e):** The City Fire Department will respond to and render aid in emergency, lifesaving, and in-progress fire incidents occurring inside the boundaries of the County, and to locations covered by existing County mutual aid agreements.

**5(f):** The City Fire Department units shall make every reasonable effort to maintain an average emergency response time goal of 8:12 minutes or less, 90% of the time while maintaining safe operations, consistent with the departmental average. The City shall have the opportunity to provide exceptions to response time issues, i.e., natural, and man-made disasters, interruption of voice or data transmission, storms, and road closures. If the City consistently fails to meet the levels of service outlined herein, which failure has been communicated in writing by the action of the Fulton County Board of Commissioners to the City on more than one occasion, the City Fire Chief, City Manager, the Fulton County Manager, and/or the Fulton County Manager's designee(s) will meet to address the causes and remedies for the response time issues. If the issues cannot be resolved to the County's satisfaction consistent with the terms of this Agreement, the failure to address the service delivery standards specified herein shall be a material breach of this Agreement and serve as a basis for termination of the Agreement at the County's discretion.

#### **ANCILLARY FIRE SERVICES - 6.0**

**6(a):** The City will provide ancillary services to the contiguous geographic service area of Fulton County as defined in Addendum A. In addition to fire suppression and rescue services, the City Fire Department's operations include arson investigation; public education and community risk reduction; safety and member services including training; advanced life support services; hazardous materials amelioration; technical rescue services; homeland security efforts; and other services targeted to prevent accident and injury by raising public awareness of potential fire hazards and by identifying non-compliant situations.

**6(b):** The City will provide fire safety inspections and fire code enforcement within the contiguous geographic service areas of Fulton County, as defined in Addendum A, during this Agreement. Revenue generated from fire safety inspections shall be remitted to the City.

**6(c):** During the pendency of this Agreement, the City will provide the same administrative and support services attendant to the operation of a Fire Department.

**6(d):** The City is financially responsible for the replacement of vehicles or other fire equipment necessary to perform the City's obligations under this Agreement that become damaged or

inoperable during the term of this Agreement. Normal wear and tear and maintenance costs are included in the fee paid by the County for fire services.

#### **MANAGEMENT OF FIRE RESCUE SERVICES - 7.0**

**7(a):** The City Fire Chief will direct the daily fire department operations in the area of the County as defined in Addendum A, effectuate the County's fire prevention priorities, manage the delivery of fire department services, and ensure that the comprehensive fire and emergency medical needs of the areas of the County, as defined in Addendum A, are adequately met. The City's Fire Chief, or his/her designee, will coordinate directly with and provide necessary statistical data to the County Manager's designee. The City's Fire Chief, or his/her designee, will provide timely notifications and updates regarding any incident that occurs within the area covered under this agreement to the County Manager's designee upon request.

**7(b):** All City Fire Department personnel assigned to the service areas of Fulton County defined in Addendum A, as well as any other sworn personnel firefighting and support personnel shall remain under the command of the City's Fire Chief.

**7(c):** The City Manager will promptly address concerns expressed by the Fulton County Manager, or his/her designee, regarding the performance of fire department personnel pursuant to the City's written personnel policies and procedures.

**7(d):** In the event the Fulton County Manager becomes dissatisfied with the performance of any sworn or civilian personnel assigned to the County, the County Manager, or his/her designee, shall discuss the concerns with the City Manager, as appropriate. The City Manager shall provide the County Manager with prompt written notice of any resignation, or termination of Fire Department personnel assigned to the services areas of Fulton County as defined in Addendum A.

#### **EQUIPMENT - 8.0**

**8(a):** The City shall provide uniformed firefighters, of any rank, with the City's own standard support equipment necessary to carry out the services and functions contemplated by this Agreement.

**8(b):** The City shall furnish and maintain in good working condition for the benefit of the County, all necessary emergency facilities and equipment necessary and proper to perform the services, duties, and responsibilities described in this Agreement.

**8(c):** The City shall furnish each City fire engine, ladder truck, and battalion vehicle with standard support equipment as necessary and appropriate to carry out services contemplated by this Agreement.

**8(d):** The County will provide warehouse space at no cost to the city for the purpose of housing equipment for the fire department. The space shall not exceed 3000 sq. ft. of rack storage and 500 sq. ft. of floor space for equipment too large for rack storage. The fire department logistics division will work with AFCEMA to ensure a good working environment and documentation of equipment. The warehouse is located at 5600 Campbellton Fairburn Rd. Atlanta Georgia, 30213. For any



other additional terms and conditions for the providing of warehouse space, please see the sublease agreement.

### **RECORDKEEPING AND REPORTING - 9.0**

**9(a):** The City Fire Department will work with the County to address all state record requirements.

**9(b):** The City shall prepare and deliver quarterly reports to the Fulton County Director of Emergency Management or his/her designee. The reports shall describe the type and number of calls for fire and first responder non-transport emergency medical services responded to by the City Fire Department within the area covered by this Agreement.

**9(c):** Except as limited by any provision of state or federal law, the County may request, review and access data and City records to ensure compliance with this Agreement.

**9(d):** The City Fire Department shall document incidents within the area covered by this Agreement using the equipment and records management system (RMS) typically used by the City. The City shall be responsible for all costs associated with the RMS system.

### **EVENT OF DEFAULT-10.0**

An event of default shall mean a material breach of this Agreement follows:

**10(a):** The City:

1. Repeatedly disregards local priorities established by the Fulton County Board of Commissioners which the City is required to observe by this Agreement, and which have been communicated in writing by action of the Fulton County Board of Commissioners to the City on more than one occasion; or
2. The City consistently fails to meet the levels of service outlined in this Agreement which failure has been communicated in writing by action of the Fulton County Board of Commissioners to the City on more than one occasion.

**10(b):** The County fails to make prompt payment as required in Section 4.0, which failure has been communicated in writing by the City, without cure within a reasonable period of time.

**10(c):** If an event of default occurs pursuant to this Agreement, the non-defaulting party shall have the right in its sole discretion to terminate this Agreement pursuant to Section 13.

### **THIRD-PARTY BENEFICIARIES - 11.0**

This Agreement shall not be construed as or deemed to be, an agreement for the benefit to any third party or parties, and no third parties shall have any right of action hereunder for any cause whatsoever.

### **ENTIRE AGREEMENT - 12.0**



**12(a):** This Agreement shall constitute the entire Agreement between the parties and no modification thereof shall be binding unless evidenced by a subsequent signed written agreement.

**12(b):** This Agreement shall be the sole instrument for the provision of emergency fire and rescue services between the parties.

#### **TERMINATION -13.0**

**13(a):** Either Party to this Agreement may terminate the Agreement by giving not less than ninety (90) days advance written notice to the other party.

**13(b):** Upon termination of this Agreement, the County will be eligible for a prorated reimbursement of funds for service(s) not provided under this Agreement.

#### **SEVERABILITY OF TERMS - 14.0**

In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

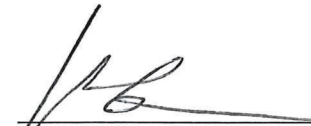
#### **GOVERNING LAW-15.0**

This Agreement shall be governed in all respects by the laws of the State of Georgia.

IN WITNESS WHEREOF, we have caused this Agreement to be executed on the date appearing above.

**CITY OF SOUTH FULTON, GEORGIA**

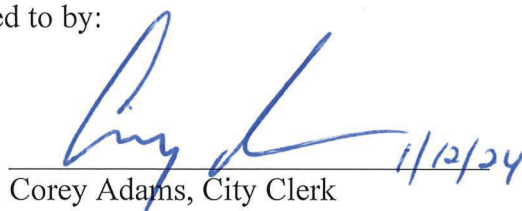
By:

  
Khalid kamau, Mayor or designee  
City of South Fulton

Approved as to form

  
Vincent Hyman, City Attorney

Attested to by:

  
Corey Adams, City Clerk

CITY SEAL



ITEM# 16 DATE 11/9/2024

**FULTON COUNTY, GEORGIA**

By: \_\_\_\_\_  
Robert L Pitts, Chairman  
Fulton County Board of Commissioners

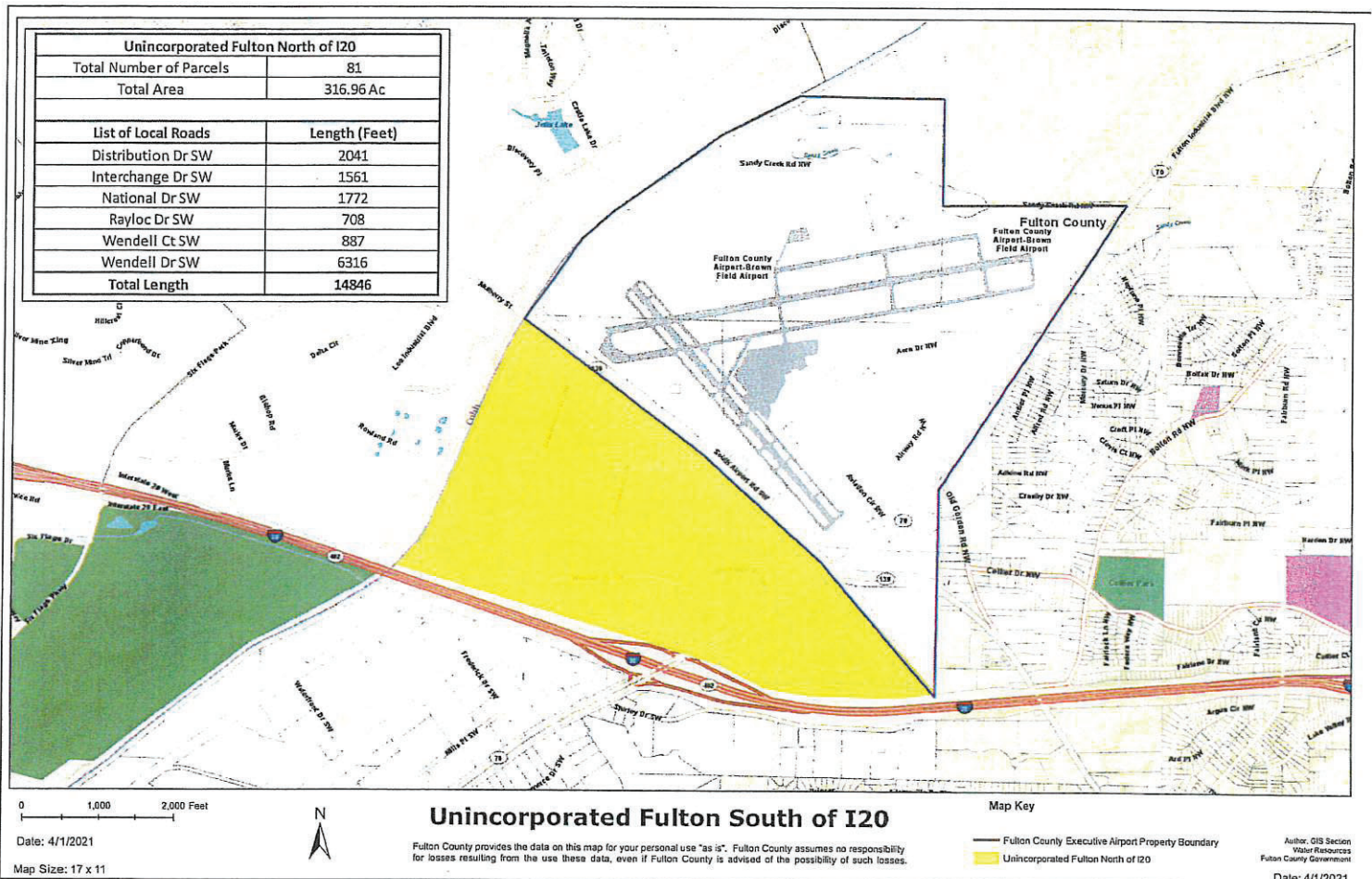
Attested to by:

COUNTY SEAL

\_\_\_\_\_  
Tonya R. Grier, Clerk

Approved as to form:

By: \_\_\_\_\_  
Y. Soo Jo, County Attorney







# Fulton County Board of Commissioners

## Agenda Item Summary

---

**Agenda Item No.:** 24-0120

**Meeting Date:** 2/21/2024

---

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

Presentation of Proclamations and Certificates.

Proclamation recognizing "Beulah Boys Appreciation Day." **(Hall/Arrington)**

Proclamation recognizing "Kappa Alpha Psi Fraternity, Inc. Appreciation Day." **(Arrington)**

Proclamation recognizing "Chairman Eldrin Bell Appreciation Day." **(Abdur-Rahman)**







# Fulton County Board of Commissioners

## Agenda Item Summary

---

**Agenda Item No.:** 24-0122

**Meeting Date:** 2/21/2024

---

### Department

Choose a Department.

### 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.:** 24-0123

**Meeting Date:** 2/21/2024

---

### 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.: 24-0060

Meeting Date: 2/21/2024

### Department

Real Estate and Asset Management

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

Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC 99999-001-SPD0000183-0006, Police Pursuit and Special Services Vehicles in an amount not to exceed \$611,020.00 with Wade Ford, Inc. (Smyrna, GA), to purchase and deliver sixteen (16) law enforcement/administrative vehicles for the Fulton County District Attorney's Office. This is a one-time procurement. **(HELD ON 1/24/24 AND 2/7/24)**

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

In accordance with Purchasing Code Section 102-462, requests for approval of statewide contracts of more than \$100,000.00 shall be forwarded to the Board of Commissioners for approval.

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

Open and Responsible Government

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

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

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



**2023 Law Enforcement Administrative Vehicles Breakdown and Cost:**

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

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

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

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

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

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

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

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

**Contract Modification:** This is a new request

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

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

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

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

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

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

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

Exhibit 2: SWC Benefits

Exhibit 3: Cost Proposal

Exhibit 4: Justification Form for Use of Statewide Contract

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

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

**Contract Attached**

No

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$0.00

Previous Adjustments: \$0.00

This Request: \$611,020.00

TOTAL: \$611,020.00

**Grant Information Summary**

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

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

**Fiscal Impact / Funding Source**

**Funding Line 1:**

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

**Key Contract Terms**

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

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

Yes

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

# Statewide Contract Information Sheet

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

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

## **Contract Renewals/ Extensions/ Changes:**

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

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

**2nd Renewal:**

**3rd Renewal:**



**Specifications:**

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

**Line Item Listing and Pricing:**

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

## Wade Ford Police Vehicle Ordering Instructions

**Statewide Contract Number:** 99999-001-SPD0000183-00006

**Supplier Name:** Wade Ford, Inc. Government Sales Department

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

### Supplier Customer Service:

Roger Moore, Government Sales Manager

Jarid Ison, Government Account Manager

**Telephone:** 678-460-3881 (Roger Moore)

678-303-3744 (Jarid Ison)

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

## Ordering Instructions for Wade Ford, Inc.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **DOAS Contact Information:**

**Name: Emily Harris**  
**Contract Management Specialist**  
**Phone: 470-668-2663**  
**Email: [emily.harris@doas.ga.gov](mailto:emily.harris@doas.ga.gov)**

**Procurement Help Desk Telephone-: 404-657-6000**  
**Email: [procurementhelp@doas.ga.gov](mailto:procurementhelp@doas.ga.gov)**



Department of  
Administrative Services

*Customer Focused, Performance Driven*

Nathan Deal  
Governor

Sid Johnson  
Commissioner

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

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

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

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

**Key benefits of the contract include:**

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

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



# Wade Ford

Government Sales  
3860 South Cobb Drive  
Smyrna, GA 30080

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



# QUOTE

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

Quoted to

Fulton County, GA  
Attn: Kier Freeman

PO #

Phone 404.735.8456

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

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

*Roger A. Moore*

**THANK YOU FOR YOUR BUSINESS!**

## COOPERATIVE PURCHASING/STATEWIDE/GSA

### USE JUSTIFICATION FORM

Department Name: Department of Real Estate and Asset Management

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

Date: December 19, 2023

To utilize the use of cooperative purchasing, statewide or a GSA contract the User Department is responsible for providing the following justification information:

1. Provide justification for the use of the cooperative purchasing/ statewide/ GSA contract your department would like to utilize:

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

The benefits of this contract are as follows:

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

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

See Attached

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

X leveraging benefits of volume purchasing

X volume discounts

X service delivery requirement advantages

X reduction of cycle times

X enhanced service specification

Additional information:





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 24-0124

Meeting Date: 2/21/2024

### Department

Real Estate and Asset Management

### Requested Action

Request approval of recommended proposals - Department of Real Estate and Asset Management, 23RFP04262023K-BKJ, Design-Build Services for the Renovation and Refurbishment of Fulton County Government Facilities in an amount not to exceed \$28,035,619.00 with Winter Johnson Group (Atlanta, GA) (a joint venture comprised of The Winter Construction Company, LLC and Johnson Construction Services, LLC) to provide Design-Build Services for the renovation of selected areas in the Fulton County Government Center Complex and the Central Library. Effective upon issuance of Notice to Proceed (NTP) for 750 consecutive calendar days or completion of construction project as determined by Fulton County.

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

In accordance with State of GA O.C.G.A. § 36-91-1 *et seq.*, Georgia Local Government Public Works Construction Law, all competitive sealed proposals (RFPs) for public works construction projects (CM at Risk, Construction Program Management, Design/Build Projects) costing \$100,000.00 or more shall be forwarded to the Board of Commissioners for approval.

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

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:** In June of 2018, the Department of Real Estate and Asset Management (DREAM) was authorized to seek proposals from Architectural and Design firms to conduct a spatial assessment of the following facilities: 1) the Government Center complex located at

141 Pryor Street S.W. and 2) select floors (6-8) of the Central Library. The study analyzed current space utilization, staffing levels, and the impact of technology on how the County provides programs and services in both the short and long-term. The result was a recommendation on how to effectively realign the designated facilities/areas to take advantage of newly developed space standards in order to maximize space utilization and improve overall efficiency of service delivery to meet the long-term space and service needs of the constituents and employees of Fulton County in the post-pandemic environment.

The County retained the Sizemore Architectural Group to conduct the initial utilization survey and has completed the necessary and related surveys, analysis and schematic planning for the project and is ready to develop the related construction documents for the project through this recommendation.

This project is funded in whole or in part by funds made available through the AMERICAN RESCUE PLAN ACT (ARPA)."

**Scope of Work:** To provide Design-Build services for the design and construction of the total program area which includes all floors in the Fulton County Government Center and floors 6-8 in the Central Library.

The Design Build Services shall consist of, but not be limited to:

- Design Services - Develop and provide necessary design and permit documents needed to implement the construction project.
- Construction Services - Oversight of all construction activities.
- Post Construction Services - Provide all activities and deliverables associated with Close-out.
- Project Management (in coordination with Fulton County Staff and Departments)
  - Building analysis and Mobilization Plan for each Sequence Year
  - Management and execution of a Safety Plan
  - Prepare project schedule and monthly updates to reflect variance
  - Management and execution of Design - Construction Documents Phase
  - Management and execution of all required permits
  - Management and execution of the Construction Procurement Phase
  - Management and execution of all Construction Phase activities
  - Management and execution of the Post Construction Phase
  - Execute fully the requirements and intent of the RFP

The County requires a project schedule that reflects a phased approach with an estimated timeframe of 660 calendar days to complete construction once design work is completed and corresponding permits are received.

**Community Impact:** Significantly improved service delivery to Fulton County citizens through the effective use of public space within the facilities to meet the future and long-term space and service needs of the constituents of Fulton County in the post pandemic environment.

**Department Recommendation:** The Department of Real Estate and Asset Management



recommends approval.

After review, evaluation, and consideration, including oral interviews with both firms, of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by Winter Johnson Group, JV, with a total score of 86.4% is the recommended firm for award of project #23RFP04262023K-BKJ, Renovation and Refurbishment of Fulton County Government Center Facilities.

The recommended design-builder will work in collaboration with DREAM's Building Construction team representatives.

**Project Implications:** Construction on selected areas in the Government Center will require staff of various areas to either be relocated or telework during individual project phases.

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

**Department Issues/Concerns:** If this proposal is not approved, the County does not have the capacity, or the expertise, to perform the Design/Build services for the Renovation and Refurbishment of Fulton County Government Facilities.

### **Contract Modification**

No. This is a new procurement.

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

**Construction Value:**       **\$28,035,619.00**

**Prime Vendor:**       **Winter-Johnson Group (JV- 70/30)**

**Prime Status:**       **The Winter Construction Company, LLC (TBD) Non-Minority & Johnson Construction Services, LLC (TBD) AABE**

**Location:**   **Atlanta, GA**

**County:**       **Fulton County**

**Prime Value:**       **TBD**

**Subcontractor:**       **Johnson Construction Services LLC**

**Subcontractor Status:**   **African American Male Business Enterprise**

**Location:**       **Atlanta, GA**

**County:**       **Fulton County**

**Contract Value:**       **TBD**

**Total Contract Value:**   **TBD**

**Total Certified Value:**   **TBD**

The Prime Contractor (CM) must identify the major subcontractors that will be utilized during the construction phase (i.e. site, site utilities, foundation, steel, electrical, plumbing, etc.) at fifty percent (50%) of the construction document stage.

The Prime Contractor must ensure that all subcontractors that will be utilized on this contract have been identified for all bid packages released no later than eight (8) weeks after 100% Construction Documents released.

**Exhibits Attached**

Exhibit 1: Evaluation Committee Recommendation Letter

Exhibit 2: Contractor's Performance Report

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

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

**Contract Attached**

No

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$28,035,619.00
TOTAL:	\$28,035,619.00

**Grant Information Summary**

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

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

448-520-ARP1-INFR: American Rescue Plan, Real Estate and Asset Management, Health

Infrastructure - \$28,035,619.00

**Key Contract Terms**

<b>Start Date:</b> Effective upon NTP	<b>End Date:</b> 750 consecutive days or successful completion determined by Fulton County
<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b>

**Overall Contractor Performance Rating:** 91**Would you select/recommend this vendor again?**

Yes

**Report Period Start:**  
8/8/2023**Report Period End:**  
1/23/2024



## INTEROFFICE MEMORANDUM

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

**FROM:** Evaluation Committee Recommendation Letter

**DATE:** February 12, 2024

**PROJECT:** #23RFP04262023K-BKJ, Renovation and Refurbishment of Fulton County Government Center Facilities

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

Two (2) firms submitted a proposal for evaluation and consideration for award of this project:

1. BiG, JV (Build Smart, iugis Gray, JV)
2. Winter Johnson Group, JV

After review, evaluation, and consideration, including Oral Interviews with both firms, of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by **Winter Johnson Group, JV**, with a total score of **86.4%** is the recommended firm for award of project #23RFP04262023K-BKJ, Renovation and Refurbishment of Fulton County Government Center Facilities.

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:**

*Timothy Dimond*

---

Timothy Dimond,  
Department of Real Estate and Asset Management

*Dulce Guzman*

---

Dulce Guzman,  
Department of Real Estate and Asset Management

*Bill Mason*

---

Bill Mason  
Department of Real Estate and Asset Management

Evaluation Committee Recommendation Letter

February 12, 2024

Page | 3

EVALUATION CRITERIA	WEIGHT	Winter Johnson Group, JV	BiG, JV
Executive Summary	2%	2%	1.83%
Project Approach	35%	32.08%	20.42%
Project Team Qualifications	20%	12.5%	12.5%
Relevant Project Experience	15%	13.75%	11.25%
Availability of Key Personnel	4%	3.33%	1.33%
Safety Qualifications	5%	4.58%	4.58%
Employee Training	2%	1.5%	1.0%
Local Preference	5%	5%	5%
Service Disabled Veterans Preference	2%	0%	0%
Cost Proposal	15%	11.65%	15%
<b>TOTAL SCORE:</b>	<b>100.00</b>	<b>86.4%</b>	<b>72.92%</b>

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



## Performance Evaluation Details

<b>ID</b>	E2
<b>Project</b>	CM @ Risk For The New Fulton County Animal Shelter Facility
<b>Project Number</b>	21RFP22421K-DB
<b>Supplier</b>	Winter Johnson Group
<b>Supplier Project Contact</b>	Stephanie Golias (preferred language: English)
<b>Performance Program</b>	Construction Services
<b>Evaluation Period</b>	08/08/2023 to 01/23/2024
<b>Effective Date</b>	01/30/2024
<b>Evaluation Type</b>	Formal
<b>Interview Date</b>	Not Specified
<b>Expectations Meeting Date</b>	Not Specified
<b>Status</b>	Completed
<b>Publication Date</b>	01/30/2024 11:54 AM EST
<b>Completion Date</b>	01/30/2024 11:54 AM EST
<b>Evaluation Score</b>	91

### Related Documents

There are no documents associated with this Performance Evaluation

## OVERALL RATING GUIDE - CONSTRUCTION SERVICES

Evaluation Score Range  
Outstanding = 90-100%  
Excellent = 80-89%  
Satisfactory = 70-79%  
Needs Improvement = 50-69%  
Unsatisfactory = -50%

### SCHEDULE

14/20

Rating

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

Comments

Substantial Completion was delayed to November 13th primarily because of delayed delivery of long-lead mechanical equipment and kennel equipment and by government agencies (COA & GDOT) performing their mandated inspections. Amended Project Schedule projected Substantial Completion the end of September.

### BUDGET MANAGEMENT

17/20

Rating

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

Comments

Costs continue to track substantially with the Project Budget. Changes primarily design omissions by Architect and Subconsultants beyond the Contractor's control. Contractor addressed changes on a timely basis.

### OVERALL CONSTRUCTION PROJECT MANAGEMENT

20/20

Rating

<b>Outstanding:</b> Outstanding Construction Project Management that exceeds in all areas.

Comments

Contractor met and/or exceeded Contract requirements. Contractor presented solutions to complex issues which took into account cost, timeliness, and the impact on the comfort of the building. Excellent quality control with no major performance incidents. Strong documentation and administrative (pay app) processes. Qualified personnel at all levels.

### COST CONTROL

20/20

Rating

<b>Outstanding:</b> Proactive tracking and forecasting of the construction contract on a regular basis. This includes expedited and relevant input on Contractor claim submissions, with thorough justification and guidance on cost control of the construction contract. Proactively documents to the User Department potential cost overruns.

Comments

Well-developed administrative processes for Pay Applications, Progress Reports, Schedules, etc. Correct Pay Applications submitted timely. Requested Contingency Cost Items identified early and supported with detailed documentation, photos, and recommendation.

### OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

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

Comments

*Not Specified*

### GENERAL COMMENTS

Comments

Project Management Team is well staffed with talented professionals. Contractor's Superintendent Jurgen Cole has been the strongest, most technically skilled Superintendent on any of our numerous Projects. Firm grasp of Project scope, strong construction knowledge, talented manager, understands County's interests, readily available, and supported project management team. Senior management has been involved and attentive.





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 24-0055

**Meeting Date:** 2/21/2024

### Department

Information Technology

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

Request approval to award a contract without competition - Department of Information Technology, 19RFP3152019K-DJ, Agenda Management System with Carahsoft Technology Corporation (Reston, VA) in an amount not to exceed \$267,200.35 to provide licenses and professional services required to upgrade the existing agenda management system. Effective upon BOC approval until final acceptance of project deliverables and milestones. **(HELD ON 1/24/24 AND 2/7/24)**

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

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

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

**Open and Responsible Government**

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

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

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

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

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

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

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

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

**Community Impact:** There is no impact to the community.

**Department Recommendation:** The Department recommends approval.

**Project Implications:** None.

**Community Issues/Concerns:** None.

**Department Issues/Concerns:** None.

**Contract Modification:** This is a new request.

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

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

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

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

**Exhibits Attached**

Exhibit 1: Statement of Work

Exhibit 2: Cost Proposal

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

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

**Contract Attached**

Yes

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$127,153.92

Previous Adjustments: \$0.00

This Request: \$267,200.35

TOTAL: \$394,354.27

**Grant Information Summary**

Amount Requested:

☐ Cash

Match Required:

☐ In-Kind

Start Date:

☐ Approval to Award

End Date:

☐ Apply & Accept

Match Account \$:

**Fiscal Impact / Funding Source**

**Funding Line 1:**

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

<b>Key Contract Terms</b>
---------------------------



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

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

Choose an item.

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



[www.granicus.co](http://www.granicus.co)

Product Family: GovMeetings

Date: *September 21, 2023*

Client Name: *Fulton County, GA*

Created by:  
Michelle Cooper, Enterprise govM

Edited by:

Created date:  
7/11/2023

Revision Date:  
9/21/2023

Revision Number:  
3.0

## 1. PROJECT DESCRIPTION

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

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

## 2. PROJECT SCOPE

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

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

### **Project Objectives & Preliminary Scope**

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

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

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

Customer agrees to:

- Complete On-Boarding Assessment including:

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

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

Following is an example of the Agenda Item Approval Workflow:

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

Customer agrees to:

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

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

OneMeeting agrees to:

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

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

occur during the meeting.

Customer agrees to:

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

OneMeeting agrees to:

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

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

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

Customer agrees to:

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

OneMeeting agrees to:

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

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

Customer agrees to:

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



OneMeeting agrees to:

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

OneMeeting agrees to:

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

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

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

#### PRODUCT DESCRIPTIONS

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

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

### 3. GLOBAL SOFTWARE AND SERVICES OFFERED

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

Customer agrees to:

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

OneMeeting agrees to:

- Review and configure Public Portal

#### **OneMeeting Historical Import (Conversion)**

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

Customer agrees to:

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

#### 4. LICENSING

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

#### 5. CLIENT NEEDS

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

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

##### A. Project Assessment

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

## Product Modules

The following Granicus modules are included in this proposal:

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

## 5. PROJECTED TIMELINES AND STAGES

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

### A. OneMeeting Implementation Stages



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

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

## **B. Swagit Implementation Stages**

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

### Phase 1 - Hardware Provisioning/Development

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

### Phase 2 – Web Element Design

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

### Phase 3 – Deployment/Implementation

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

### Phase 4 - Acceptance Testing

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

## Deliverables

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

## 6. PROJECT SCHEDULE/TIMELINE SWAGIT

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

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

---

## 7. CUSTOMER SUPPORT

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



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

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

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

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

Customer support details:

Please submit support requests via:

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

### Criteria for Incident Escalation

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

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

## 8. DATA STORAGE AND BACKUP

---

### Data Storage

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

### Data Backup Process

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

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

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

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

### Network Bandwidth and System Requirements

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

## 9. DATA ACCESS AND SECURITY

### Access

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

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

### Security – Physical and in the Cloud

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

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



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

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

## 10. BUSINESS CONTINUITY AND DISASTER RECOVERY

---

### Restore Points and the Restoration Process

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

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

## 11. WCAG 2.0 Accessibility Compliance

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

**Swagit's CaptionPM** solution meets the Level A requirements.

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

12.

### 13. PRICING

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

The following modules are included in this proposal:

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

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

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

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

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



# GOVERNMENT- PRICE QUOTATION



Granicus at Carahsoft



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

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

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

EMAIL: donna.jenkins@fultoncountyga.gov

EMAIL: John.Deker@carahsoft.com

PHONE: (404) 612-4213

PHONE: (571) 662-3053

FAX: (703) 871-8505

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

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

TOTAL QUOTE: \$267,200.35

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



## GOVERNMENT- PRICE QUOTATION



Granicus at Carahsoft



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

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

Note: \*This quote is an Upgrade\*

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

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

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

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

For govDelivery Customers Only:

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

The Granicus Master Subscription Agreement can be found at [www.granicus.com/Master\\_Subscription\\_Agreement](http://www.granicus.com/Master_Subscription_Agreement)

## PRODUCT SUMMARY

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

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

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



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

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



## PRODUCT DESCRIPTIONS

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



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

## TERMS & CONDITIONS

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







# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 24-0125

Meeting Date: 2/21/2024

### Department

Information Technology

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

Request approval of a statewide contract - Information Technology, SWC 99999-SPD-NVPUT3229-0001, Data Communication Products & Services, in the amount not to exceed \$455,660.21 with Palo Alto Networks, Inc. through Presidio Networked Solutions LLC, (Norcross, GA) an authorized Reseller to provide Endpoint Protection. Effective upon BOC approval until Final Acceptance, the final delivered product is fully implemented in the County's live production environment as determined by the CIO.

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

In accordance with Purchasing Code Section 102-462, requests for approval of statewide contracts of more than \$100,000 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 request is for the implementation of Cortex XDR, a next-generation antivirus, endpoint-detection, and response platform to better protect the county's computer systems and data. The adoption of the Cortex XDR extended endpoint detection and response platform provides antivirus, endpoint detection and response, user behavior analytics, application visibility, as well as the option to integrate with the County's existing firewall platform as part of the County's future cybersecurity strategy. The investment in the Cortex XDR platform provides better endpoint protection for the

County's computers, and it will replace the existing endpoint-detection and response platform "Cylance". Additionally, the investment will provide the Cybersecurity team with better visibility into potential risks, malware, and increase their ability to respond to malicious attacks.

**Scope of Work:** To augment the County's capabilities, Palo Alto Networks will help plan and execute the County's Cortex XDR deployment. This includes configuration for the operational launch of the Cortex XDR platform, Incident Management methodologies, operation recommendations, and integration of supported devices.

Incident Management, operations methodology and "as-built" documentation will be transferred to the County's Cybersecurity team upon engagement completion. The result is an up-and-running Cortex XDR framework and associated operations to automate detection and accelerate investigations. The project includes five stages: (1) Discovery and Planning, (2) Onboarding and Deployment, (3) Incident Management and Operational Methodology Transfer, (4) Policy Tuning, and (5) Handover and Review. The total cost includes Implementation costs and Year one "1" software licensing/maintenance cost. The plan is to include this platform on the Annual Maintenance List "AML" in 2025.

This is a new system and in accordance with County Purchasing Section §102-386, regarding intellectual property, the County estimates the anticipated useful life of the intellectual property is a minimum of 10 years and the County estimated the anticipated annual cost for maintenance and support agreement(s), service agreement(s) and licensing fee(s) in order to maintain the intellectual property over its useful life is estimated at \$119,000.00 annually beginning in 2025.

**Community Impact:** Cybersecurity maturity is essential to the continuity of operations for Fulton County. Through the adoption of the Cortex XDR platform, and the additional protections the platform provides to its systems, and the protection of its data, County employees and its constituents will indirectly benefit from the project, through the increased availability of systems and services.

**Department Recommendation:** The IT Department recommends approval

**Project Implications:** Capital funds were invested in procurement, deployment, and operationalizing Cortex XDR. Implementing a more advanced endpoint protection platform may reduce future cybersecurity insurance premiums.

**Community Issues/Concerns:** We do not anticipate any issues/concerns from our constituents or clients regarding this agenda item. The adoption of the Cortex XDR platform will enhance the County's cybersecurity posture and ensure the ongoing delivery of County services to its constituents.

**Department Issues/Concerns:** The department does not have any current concerns. The Cortex XDR vendor, Palo Alto Networks, is the global leader in cybersecurity solutions, and is already a trusted partner with the County.

### **Contract & Compliance Information**

Not Applicable

**Exhibits Attached**

Exhibit 1: Master Agreement Terms and Conditions

Exhibit 2: Presidio Quote

Exhibit 3: Contractor Performance Report

Exhibit 4: Quick Start Service and Statement of Work

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

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

**Contract Attached**

Yes

**Previous Contracts**

No

**Total Contract Value**

Original Approved Amount: \$0.00

Previous Adjustments: \$0.00

This Request: \$455,660.21

TOTAL: \$455,660.21

**Grant Information Summary**

Amount Requested:

☐ Cash

Match Required:

☐ In-Kind

Start Date:

☐ Approval to Award

End Date:

☐ Apply & Accept

Match Account \$:

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

500-220-2200-A043 General, Information Technology, Software- \$455,660.21

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024

---

**Agenda Item No.:** 24-0125

**Meeting Date:** 2/21/2024

---

<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b>
-------------------------	---------------------------------

**Overall Contractor Performance Rating:** 85

**Would you select/recommend this vendor again?**

Yes

**Report Period Start:**  
7/1/2023

**Report Period End:**  
9/30/2023

NASPO ValuePoint

**PARTICIPATING ADDENDUM**
**DATA COMMUNICATION PRODUCTS &  
SERVICES (2019-2026)**

Led by the State of Utah

Master Agreement #: AR3229

Contractor: **PALO ALTO NETWORKS, INC.**
 Participating Entity: **STATE OF GEORGIA  
GEORGIA DEPARTMENT OF ADMINISTRATIVE  
SERVICES ("DOAS")**
**Master Agreement Terms and Conditions:**

1. Scope: This addendum covers the Data Communications Products and Services contract(s) led by the State of Utah for use by specified state agencies and other entities located in the Participating State as authorized by that State's statutes to utilize State contracts and cooperative agreements with the prior approval of the State's Chief Procurement Official. Furthermore, this addendum only covers the awarded category of Routers, Switches, Security, and Storage Networking products and services.
2. Effective Date: The Participating Addendum is effective on December 20, 2019 and will expire September 30, 2024, coterminous with the Master Agreement, unless terminated earlier by the State. Should the State of Georgia enter into a new contract for these products and/or services, during the term, the new contract shall supersede this Participating Addendum.
3. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, political subdivisions and other entities authorized to use statewide contracts in the State of Georgia. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. The Board Regents of the University System of Georgia maintains a separate participating addendum with Contractor.
4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Regina Acheampong
Address:	3000 Tannery Way, Santa Clara, CA 95054
Telephone:	669.261.5126
Fax:	669.261.5126
Email:	racheampon@paloaltonetworks.com



NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**DATA COMMUNICATION PRODUCTS &  
 SERVICES (2019-2026)**

Led by the State of Utah

Participating Entity

Name:	Lisa Eason
Address:	200 Piedmont Avenue, West Tower, Suite 1308, Atlanta, GA 30334
Telephone:	404.656.0934
Fax:	
Email:	<a href="mailto:lisa.eason@doas.ga.gov">lisa.eason@doas.ga.gov</a>

**PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER  
 AGREEMENT**

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

**Section 17:**

Strike, "After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law."

Strike, "Payments will be remitted by mail." and replace with, "Payments may be remitted by mail or via an automated clearing house (ACH) transfer."

**Section 30:**

Add, "This Section 5 shall be interpreted only to the extent consistent with the Georgia Open Records Act (O.C.G.A. § 50-18-70 et seq.)."

**Section 41:**

Governing law shall be the State of Georgia, and venue shall be in Fulton County, Georgia.

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**DATA COMMUNICATION PRODUCTS &  
SERVICES (2019-2026)**

Led by the State of Utah

---

**Section 39.B.(2)**

Strike, "If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it." And replace with, "If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, Contractor, after obtaining the consent of the Georgia Attorney General, shall have control over the defense and settlement of it."

**Create Section 46:**

**Drug Free Workplace.** Contractor hereby certifies that:

- (1) A drug-free workplace will be provided for the Contractor's employees during the performance of this Agreement; and
- (2) It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Insert Contractor's name) , (Insert Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for pursuant to the Official Code of Georgia Section 50-24- 3(B)(7)."

Contractor may be suspended, terminated, or debarred if it is determined that:

- (1) The Contractor has made false certification herein above; or
- (2) The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

**Create Section 47:**

**Certification Regarding Georgia Security and Immigration Compliance Act.** Contractor certifies that it has complied, and will comply, with the Georgia Security and Compliance Act (O.C.G.A. § 13-10-90 et seq.). Contractor agrees to sign and comply with the attached Immigration and Security Affidavit.

**Create Section 48:**

**No Boycott of Israel.** Contractor certifies that it is not currently, nor will it during the term of this Agreement, engage in a boycott of Israel as defined in O.C.G.A. § 50-5-85.

**Create Section 49:**

**Travel Expenses.** All expenses must be approved in advance by the Participating State and must be incurred in compliance with the travel policies and regulations of the State of Georgia and the State Accounting Office.



NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**DATA COMMUNICATION PRODUCTS &  
 SERVICES (2019-2026)**

Led by the State of Utah

---

**Create Section 51:**

**Sexual Harassment Prevention.** The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

If the Contractor, including its employees and subcontractors, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, the Contractor may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

(i) If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

(a) Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>.

(b) Contractor has completed sexual harassment prevention training in the last year and will continue to do so on an annual basis; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,

(c) Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.



NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**DATA COMMUNICATION PRODUCTS &  
SERVICES (2019-2026)**

Led by the State of Utah

---

(ii) If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

- (a) Contractors have received, comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources/administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
- (b) Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
- (c) Upon request of the State, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Harassment Prevention Policy and annual completion of sexual harassment prevention training.

**Create Section 52: Contract**

1. **Sales Reporting and Administrative Fee.** Pursuant to O.C.G.A. Section 50-5-51(10), DOAS has the authority to collect moneys, rebates, or commissions payable to the State that are generated by supply contracts established pursuant to O.C.G.A. Section 50-5-57. These administrative fees are used by DOAS to fund various initiatives, including the administration of existing and new statewide contracts, training, and technology. For this statewide contract, DOAS requires each Supplier to pay to DOAS an administrative fee on all sales pursuant to the resulting statewide contract. The administrative fee amount for this statewide contract is 1.5%. Contractor's pricing must include the identified administrative fee built into any quotation.

DOAS and Contractor agree that the collected Fees and the corresponding Quarterly Sales Report (report template available upon request), which identifies the total sales pursuant to this statewide contract for the corresponding fiscal quarter, shall be submitted by Contractor to DOAS. The total sales reported in the Quarterly Sales Report should be limited to sales in which the Contractor has received payment from the state customer.

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**DATA COMMUNICATION PRODUCTS &  
SERVICES (2019-2026)**

Led by the State of Utah

- 
2. **Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.
  3. **Lease Agreements.** The use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement is not authorized.
  4. **Subcontractors.** All dealers, and resellers authorized in the State of Georgia, as shown on Exhibit 1, Authorized Resellers, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
  5. **Orders.** Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order. All purchase orders issued by eligible users shall include the DOAS contract number.



NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**DATA COMMUNICATION PRODUCTS &  
 SERVICES (2019-2026)**

Led by the State of Utah

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Georgia	Contractor: 
Signature: 	Signature: 
Name: Lisa Eason	Name: Melinda Thompson
Title: Deputy Commissioner, State Purchasing Div.	Title: VP, Deputy GC
Date: December 20, 2019	Date: Dec-20-2019

*[Additional signatures may be added if required by the Participating Entity]*

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Contracting Coordinator:	
Telephone:	
Email:	info@naspovaluepoint.org

***[Please email fully executed PDF copy of this  
 document to***

***[PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org)***

***to support documentation of participation and posting  
 in appropriate data bases.]***

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**DATA COMMUNICATION PRODUCTS &  
SERVICES (2019-2026)**

Led by the State of Utah

---

**EXHIBIT 1**

**PALO ALTO AUTHORIZED RESELLERS/DEALERS/PARTNERS**

**AMENDMENT NO. 1**

This AMENDMENT No. 1 (the "Amendment") to the NASPO Participating Addendum (#99999-SPD-NVPUT3229-0001), effective December 20, 2019, (the "Agreement") between the State of Georgia Department of Administrative Services ("DOAS") and Palo Alto Networks, Inc. ("Palo Alto Networks") is mutually entered into by both parties as of June 1, 2020 (the "Amendment No. 1 Effective Date").

**WHEREAS**, DOAS and Palo Alto Networks have previously entered into an Agreement; and

**WHEREAS**, DOAS and Palo Alto Networks now desire to amend the Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, and intending to be legally bound, DOAS and Palo Alto Networks agree to the following revision to the Participating Addendum:

Section 3 is deleted and replaced with the following:

3. Participation: This NASPO ValuePoint Participating Addendum establishes Contractor as a non-exclusive, non-mandatory source of supply for 1) all State of Georgia governmental entities, including but not limited to state offices, agencies, departments, boards, bureaus, commissions, technical schools, and colleges and universities and 2) all other State of Georgia governmental entities such as state authorities, local government, municipalities, cities, townships, counties, public K-12 school systems, and other political subdivisions of the State of Georgia. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

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

Participating Entity: State of Georgia	Contractor:
Signature: 	Signature:  076D11B782F74FD...
Name: Lisa Eason	Name: Melinda Thompson
Title: Deputy Commissioner, State Purchasing Div.	Title: VP, Deputy GC
Date: 5-29-20	Date: May-29-2020   11:46:00 AM PDT

*Handwritten circular stamp:*  
Palo Alto Networks  
Contractor  
MTH



## Certificate Of Completion

Envelope Id: 7EE54F95EA4C4DCD8FDE05DA54994F29  
 Subject: Please DocuSign: Palo Alto PA Amendment No 01 (1).pdf  
 Source Envelope:  
 Document Pages: 1 Signatures: 1  
 Certificate Pages: 1 Initials: 0  
 AutoNav: Enabled  
 Envelope Stamping: Enabled  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:  
 Matt Whipkey  
 3000 Tannery Way  
 Santa Clara, CA 95054-1211  
 mwhipkey@paloaltonetworks.com  
 IP Address: 34.100.67.241

## Record Tracking

Status: Original  
 5/29/2020 11:37:21 AM

Holder: Matt Whipkey  
 mwhipkey@paloaltonetworks.com

Location: DocuSign

## Signer Events

Melinda Thompson  
 mthompson@paloaltonetworks.com  
 VP, Deputy GC  
 Palo Alto Networks, Inc.  
 Security Level: Email. Account Authentication  
 (None)

## Signature

DocuSigned by:  
  
 076D11B782F74FB...

Signature Adoption: Pre-selected Style  
 Using IP Address: 13.52.128.115

## Timestamp

Sent: 5/29/2020 11:38:05 AM  
 Viewed: 5/29/2020 11:45:55 AM  
 Signed: 5/29/2020 11:46:00 AM

Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent Hashed/Encrypted  
 Certified Delivered Security Checked  
 Signing Complete Security Checked  
 Completed Security Checked

5/29/2020 11:38:05 AM  
 5/29/2020 11:45:55 AM  
 5/29/2020 11:46:00 AM  
 5/29/2020 11:46:00 AM

## Payment Events

## Status

## Timestamps

**TO:** FCG - Fulton County Government  
Terrence Slaton  
141 Pryor St  
Atlanta, GA 30303-3444  
  
terrence.slaton@fultoncountyga.gov  
(p) 404-612-0010  
(f) (404) 612-3895

**FROM:** Presidio Networked Solutions LLC  
Paul Strangie  
3340 Peachtree Rd  
Suite 2700  
Atlanta, GA 30326  
  
pstrangie@presidio.com  
(p) +1.407.284.6658

**Customer#:** FULTO008

**Contract Vehicle:** Georgia State Contract SWC99999-SPD-SPD0000060-0002

**Account Manager:** Catherine Bowen

**Inside Sales Rep:** Paul Strangie

**Title:** FCG - Palo Alto Cortex XDR

#	Part #	Description	Unit Price	Qty	Ext Price
1	PAN-XDR-ADV-EP	Cortex XDR Pro for 1 endpoint, 30 days	\$40.40	7000	\$282,800.00
2	PAN-XDR-HOST-INST	HOST INSIGHTS ADD-ON FOR CORTEX XDR	\$7.34	7000	\$51,380.00
3	PAN-XDR-PREMUSG-SUCCESS	FOR US GOVERNMENT ACCOUNTS ONLY. CORTEX	\$73,075.45	1	\$73,075.45
4	PAN-CONSULT-XDR-EP-QS-M	QUICKSTART SERVICES FOR CORTEX XDR - UP TO 20,000 AGENTS	\$48,404.76	1	\$48,404.76

			<b>Sub Total:</b>	<b>\$455,660.21</b>
			<b>Grand Total:</b>	<b>\$455,660.21</b>

TERMS AND CONDITIONS OF THE REFERENCED CONTRACT SHALL GOVERN THIS QUOTE

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date

## Performance Evaluation Details

<b>ID</b>	E2
<b>Project</b>	NETWORK EQUIPMENT MAINTENANCE & SUPPORT
<b>Project Number</b>	21ITB1007B-PS
<b>Supplier</b>	Presidio, Inc.
<b>Supplier Project Contact</b>	Catherine A Bowen (preferred language: English)
<b>Performance Program</b>	Goods and Commodity Services
<b>Evaluation Period</b>	10/01/2023 to 12/31/2023
<b>Effective Date</b>	01/19/2024
<b>Evaluation Type</b>	Formal
<b>Interview Date</b>	Not Specified
<b>Expectations Meeting Date</b>	Not Specified
<b>Status</b>	Completed
<b>Publication Date</b>	01/19/2024 04:27 PM EST
<b>Completion Date</b>	01/19/2024 04:27 PM EST
<b>Evaluation Score</b>	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

<b>Excellent:</b> 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

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

Comments

*Not Specified*

### BUSINESS RELATIONS

17/20

Rating

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

Comments

*Not Specified*

### CUSTOMER SATISFACTION

17/20

Rating

<b>Excellent:</b> 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

<b>Excellent:</b> 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*

## SERVICE DESCRIPTION

# QuickStart Service for Cortex XDR Pro for Endpoint or Cortex XDR Prevent (Medium)

---

## 1. Introduction

This service description document (“Service Description”) outlines the Palo Alto Networks QuickStart Service for a Cortex XDR Pro for Endpoint or Cortex XDR Prevent offering (“Services”).

By placing a purchase order (“Purchase Order” or “PO”) for the Services, customer (“Customer”) is purchasing Palo Alto Networks QuickStart Service for Cortex XDR Pro for Endpoint or Cortex XDR Prevent (Medium) and agrees to the terms in this Service Description. The term of the Services shall commence upon purchase order acceptance by Palo Alto Networks and shall continue for, and must be used within, a period of six (6) months.

Palo Alto Networks will provide Services on the Customer’s existing security infrastructure to Palo Alto Networks hardware and software offerings (collectively “Products”) described in the Deliverables section of this Service Description.

### 1.1. United States and Canadian Public Sector Customers

United States and Canadian Public Sector Customers, which term shall include but may not necessarily be limited to the federal governments, state and local governments, education (both K-12 and higher education), and other quasi-governmental entities in the United States and Canada (collectively “Public Sector Customers”) shall purchase the Services in this Service Description through a Palo Alto Networks authorized partner only and not directly from Palo Alto Networks. Any Services performed by Palo Alto Networks through this Service Description will be in support of the partner prime contractor’s contractual obligations. This Service Description shall in no way create a contractual obligation between Palo Alto Networks or its subsidiaries and any Public Sector Customers or government end user. For purposes of Public Sector Customers only, the following sections will not apply: Section 5 (Travel Expenses for On-Site Work), Section 8 (Fees and Payment), and Section 9 (Terms and Conditions). The term of the Services for Public Sector Customers shall commence upon purchase order acceptance by Palo Alto Networks and shall continue for, and must be used within, the Public Sector Customer’s contracted period of performance as defined in the applicable partner prime contract. Further, any references to payment of travel expenses due to cancellation shall not apply. To the extent that any term or condition of this Service

Description contradicts any applicable rule, law or regulation, such rule, law or regulation shall take precedence over that term or condition.

## 2. Scope of Services

The Services include project management, planning, configuration, production deployment support, tuning, documentation, and knowledge transfer. The specific deliverables ("Deliverables") included in the Services are defined in Section 3.

The objective of the Services, to be agreed upon at project kick off, is to provide the Customer with the expertise to:

- Remotely deploy a new Cortex XDR environment and assist with policy tuning.
- Provide Knowledge Transfer to operate, optimize, and investigate within a Cortex XDR Instance.

### 2.1. Service Parameters

Parameter	In Scope	Description
Number of deployments	1	Initialization of one (1) Cortex XDR Framework
Maximum number of tuned agents	20,000	Tuning of up to purchased endpoint licenses, subject to Completion Criteria defined in Section 2.6

### 2.2. Planning

Palo Alto Networks will, with Customer's participation, conduct planning activities and a project kickoff call. The project kickoff will include review of the project requirements (new deployment), discuss milestone timelines, identify the Customer's project team members and follow-up action items.

Palo Alto Networks will provide a predefined Project Plan, as defined in Section 3, and perform one (1) review with the Customer team for the addition of Customer specific requirements and feedback. The final Project Plan will be mutually agreed to prior to moving to the next phase of the project.

### 2.3. Discover

Palo Alto Networks will provide a predefined Cortex XDR Solution Design Document, as defined in Section 3, and perform one (1) review with the Customer team for the addition of customer specific requirements.

### 2.4. Onboarding and Deployment

Palo Alto Networks will, with the Customer's assistance, perform all the configuration required to operationally launch the Cortex XDR framework and integrate components as required. This includes the following activities:

- Access to Cortex XDR tenant verified
- Deploy Cloud Identity Engine, as required
- Agent deployment assistance
- On-premises broker VM deployed, if required



### **Completion Criteria**

- Once eighty percent (80%) of endpoints are deployed or ninety (90) days duration has passed from the agreed upon Deployment phase start date.

#### **2.5. Incident Management and Operational Methodologies Knowledge Transfer**

Palo Alto Networks consultant will provide knowledge transfer, examining Incident Management methods aligning to the concepts of Identification, Investigation, Mitigation, and continuous Improvement, as well as Operational techniques covering common maintenance items.

#### **2.6. Policy Tuning**

Upon completion of all Onboarding activities in Section 2.4 and the Incident Management Knowledge Transfer identified in Section 2.5 above, Palo Alto Networks will work with the Customer to optimize and tune security events arriving from the Cortex XDR agent. Profiles for malware, exploits, and additional security restrictions will be adjusted during the process. Exclusions will also be created as needed to optimize the Customer's security posture.

### **Completion Criteria**

- Once eighty percent (80%) of connected endpoints are tuned or ninety (90) days duration has passed from the agreed upon Tuning phase start date.

Palo Alto Networks will document all non-standard changes to the configuration based on Policy Tuning in the As-Built document.

#### **2.7. As-Built Documentation**

Palo Alto Networks will provide a predefined As-Built Configuration document, as defined in Section 3, and perform one (1) review session with the Customer team for the addition of Customer feedback to the As-Built Configuration document.

#### **2.8. Service Specific Customer Obligations, Assumptions and Exclusions**

### **Customer Obligations**

Prior to the delivery of the Services, Customer will ensure that:

- Project stakeholders are assigned by the Customer and are involved in the ongoing deployment and day-to-day operations phase
- Stakeholders are assigned as needed
- Change control will be approved in a timely manner
- Tasks are completed in a timely manner
- Endpoints are installed

## Assumptions

The following assumptions will apply to the Services:

- Palo Alto Networks will perform all work remotely
- Minimum of fifty (50) agents are deployed in the Customer environment for a minimum of five (5) business days to begin policy tuning

## Exclusions

This Service Description is based upon, and is subject to, the following exclusions:

- Deploying agents in Customer's environment
- Development of scripts for agent deployment
- Deploying agent software prior to Cortex XDR agent version 7.0
- Repacking of golden image for VDI deployment
- Uninstalling Traps agents
- Uninstalling legacy antivirus solution
- Implementation of additional Cortex XDR features, such as: USB Device Control, Host Firewall, and restrictions
- Deploying more than one (1) Cortex XDR Tenant
- Deploying MSSP Cortex XDR Tenants
- Deploying more than one (1) Cortex Data Lake
- Deploying more than one (1) broker VM
- Deploying more than one (1) Cloud Identity Engine (CIE)

The Palo Alto Networks part number covered by this Service Description is:

SKU	Description
PAN-CONSULT-XDR-EP-QS-M	QuickStart Service for Cortex XDR Pro for Endpoint or Cortex XDR Prevent (Medium). Up to 20,000 Cortex XDR Agents.

## 3. Deliverables

The following Deliverables will be provided in accordance with the Services:

PROJECT DELIVERABLES	
Project Deliverable	Deliverable Criteria
Project Plan	<ul style="list-style-type: none"> <li>• Capture project management requirements               <ul style="list-style-type: none"> <li>◦ Milestones</li> <li>◦ Task/activities</li> <li>◦ Owners</li> <li>◦ Timeline</li> </ul> </li> </ul>

Cortex XDR Solution Design Document	<ul style="list-style-type: none"> <li>• Capture Customer environment requirements and current settings including but not limited to:               <ul style="list-style-type: none"> <li>◦ Active Directory structure</li> <li>◦ Directory Services</li> <li>◦ Cortex Data Lake</li> <li>◦ Network topology</li> <li>◦ Proxy settings</li> <li>◦ Endpoint agents software requirements</li> <li>◦ Firewall requirements</li> <li>◦ Endpoint rollout plans for supported operating systems</li> <li>◦ SIEM integration (If applicable)</li> </ul> </li> <li>• Establish timeline for the Customer to provide required information</li> </ul>
As-Built Configuration Document	Document the “as implemented” configuration of the deployed solution

#### 4. Project Resources and Designated Place of Work

Palo Alto Networks will assign project resources with the appropriate skills to deliver the Services and agreed upon Deliverables including, but not limited to, a project manager to serve as a single point of contact for the administration and management of the Deliverables. Palo Alto Networks resources may be subject to change at any time throughout the project, and Customer will be notified by Palo Alto Networks as soon as practicable of any such changes.

#### 5. Travel Expenses for On-Site Work

The Services will be performed remotely. Travel and Expenses (“T&E”) are not included in the price of the Services. Any travel by Palo Alto Networks will be mutually agreed upon before the travel occurs. Fees for travel-related costs are purchased and billed separately.

#### 6. Scheduling

Palo Alto Networks resources work a normal work day of eight (8) hours and will adhere to the Customer’s local business hours. In addition, Palo Alto Networks resources will adhere to the local Palo Alto Networks office holiday schedule. Any Services performed after normal business hours and on weekends must be approved in advance by Palo Alto Networks management.

Cancellation of a working session without a minimum of two (2) business days advance notice may cause: (i) delay in the performance of the Services; and (ii) risk the completion of the Services within the term of this Service Description. In the event of a delay due to a late cancellation, Customer may be required to purchase additional Services to complete the project. Any delays due to Customer's late cancellation shall be at no fault of Palo Alto Networks.

#### 7. General Customer Obligations, Assumptions and Exclusions

Palo Alto Networks obligations, and the Services, are subject to Customer complying with the Customer obligations, assumptions, and exclusions listed below. Successful and timely completion of the Services are subject to Customer meeting its obligations under this Service

Description and Palo Alto Networks shall not be responsible for any delay due to Customer's non-compliance of its obligations.

### **Customer Obligations**

Prior to the delivery of the Services, Customer will:

- Provide a project manager or other single point of contact ("SPOC") for the project who will be responsible for:
  - Providing all information, as requested by Palo Alto Networks, in a timely manner.
  - Acting as the central point of contact to Palo Alto Networks.
  - Coordination of Customer resources engaged in the project. Customer's technical resources should be qualified on Palo Alto Networks Products.
- Be responsible for procurement of any and all licenses for the Palo Alto Networks Products and provide to Palo Alto Networks professional services consultant(s) upon request.
- Provide Palo Alto Networks professional services consultant(s) with existing and up to date documentation including, but not limited to: topological diagrams, design documentation, up-to-date configurations, and change management policy documentation.
- Advise Palo Alto Networks of any:
  - Special security, health, and safety matters applicable.
  - Relevant project management meetings related to the project and/or Services, and permit Palo Alto Networks to attend such meetings as appropriate.
- Be responsible for managing all other vendors including, if applicable, Customer's managed services partner or systems integrator.
- Be responsible for any and all configuration changes to any non-Palo Alto Networks Products.
- Provide prompt written notice to Palo Alto Networks as soon as Customer becomes aware or has reason to believe that: Customer will not meet any of the Customer obligations under this Customer Obligations section, and/or if any of Palo Alto Networks assumptions will not occur or are inaccurate.
- Provide any additional equipment, such as network analyzers, test equipment, and/or laboratory equipment that are not provided by Palo Alto Networks, but necessary to perform the Services.
- Ensure that Palo Alto Networks personnel may access and use Customer's and third-party licensors' proprietary materials as necessary for Palo Alto Networks to perform the Services. Customer warrants and represents that it has the right and authority to grant such access and use to Palo Alto Networks and hereby grants Palo Alto Networks the rights to use and access such proprietary materials as needed for Palo Alto Networks to perform the Services.

## Assumptions

Throughout the delivery of the Services, Customer will:

- Upon request or as needed, provide access to the skilled subject matter and technical experts within Customer's (or their third-party vendor) organization for Palo Alto Networks to perform the Services.
- Perform all responsibilities and obligations specified under this Service Description in a professional workmanlike manner to facilitate timely completion of the Services.
- Provide direct remote access to the Palo Alto Networks equipment to be worked on via a Palo Alto Networks owned laptop.
  - Where direct remote access cannot be provided to Palo Alto Networks owned laptops, Customer shall provide alternative laptops with appropriate capabilities and connectivity, or other functionally equivalent connectivity.

## Exclusions

This Service Description is based upon, and is subject to, the following exclusions:

- The Services will not commence until Palo Alto Networks has received a non-cancellable PO for the Services.
- Palo Alto Networks is responsible for providing only the Services with the associated Tasks and Deliverables described in this Service Description. Palo Alto Networks shall have no responsibility for other contractors or third parties engaged by Customer or another third-party during delivery of the Services unless expressly agreed to in writing.
- Palo Alto Networks shall not be responsible for any delays caused by Customer or any third-party.
- Services are non-transferrable.

## 8. Fees and Payment

If Customer is purchasing the Services directly from Palo Alto Networks, payment terms for the Services are subject to the terms set forth in Section 2 of the Professional Services Agreement. Fees for Services purchased through an authorized reseller or distributor shall be paid directly to such authorized reseller or distributor.

## 9. Terms and Conditions

Palo Alto Networks professional services shall be subject to the [Professional Services Agreement](https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo-alto-networks-professional-services-agreement.pdf), [https://www.paloaltonetworks.com/content/dam/pan/en\\_US/assets/pdf/legal/palo-alto-networks-professional-services-agreement.pdf](https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo-alto-networks-professional-services-agreement.pdf), unless the parties have entered into a separate written agreement that is identified as the governing agreement (either, "Agreement").

In either case, the applicable Agreement shall be incorporated by reference into this Service Description. In the event of any material conflict between the terms in the Agreement and the terms in this Service Description, the terms in this Service Description shall control.

3000 Tannery Way  
Santa Clara, CA 95054

Main: +1.408.753.4000  
Sales: +1.866.320.4788  
Support: +1.866.898.9087  
[www.paloaltonetworks.com](https://www.paloaltonetworks.com)

© 2023 Palo Alto Networks, Inc. Palo Alto Networks is a registered trademark of Palo Alto Networks. A list of our trademarks can be found at <https://www.paloaltonetworks.com/company/trademarks.html>.

All other marks mentioned herein may be trademarks of their respective companies.







# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 24-0126

Meeting Date: 2/21/2024

### Department

Information Technology

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

Request approval to award a contract without competition - Department of Information Technology. Upgrade of the County's Enterprise Resource Planning (ERP) application with CGI Technologies and Solutions Inc. (Fairfax, VA), in an amount not to exceed \$10,200,000.00. Design, configure, and implement to the latest version (4.0) of the County's Enterprise Resource Planning (ERP) software Effective upon BOC approval until Final Acceptance, the final delivered product is fully implemented in the County's live production environment as determined by the CIO.

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

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

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

Open and Responsible Government

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

**Summary & Background:** This request is for the upgrade of the County's integrated Financial, Personnel and Purchasing applications to version 4.0. This upgrade will provide operating efficiencies and effectiveness to all County users including capabilities not available in the current version.

The County currently utilizes a CGI product as its ERP software system. The current version 3.10 was approved to be upgraded in May 2015, more than 9 years ago. The current version lacks

modern integration, collaboration, and mobile capabilities, and offers limited support for the latest versions of database software, browsers, and server operating systems.

In March 2022, the County issued a Request for Information (“RFI”), 22RFI103112022K-BKJ (Enterprise Resource Planning Software) to request information to determine the best fit ERP System available in the market based on the County’s current and future needs, and product demonstrations from qualified Enterprise Resources Planning (ERP) software vendors that had the ability to meet or exceed the County’s need to manage and record the complete operations of the County. The ERP solution at minimum had to include the following modules: Human Resources- Core Human Resources, Position Control & Performance Management, Financials-General Ledger, Accounts Payable, Treasury, Budget, Grants, Payroll, Benefits Administration, Procurement & Compliance-Vendor Self Service, Contract Management, and Purchasing.

Fourteen (14) proposals were received. The Evaluation Committee determined that based on the technical proposals reviewed and the product demonstrations conducted there was not enough compelling evidence presented to justify that the County conduct a procurement for a new ERP system and the recommendation was that the County should upgrade the existing ERP system from the current version of 3.10 to Advantage version 4.0.

A small subset of the new benefits realized with the updated platform is shown below:

- Annual recurring cost savings by replacing 3rd party software such as the Kronos Workforce Dimensions Time & Attendance System, Oracle DB, Concur, and BMC Control M
- Enhanced feature sets improve ease-of-use and productivity (e.g., fewer screens for data input, one-click to carry benefits forward)
- Eliminates data silos through system integrations enabling comprehensive reporting from one system and real-time data refresh
- Multifactor authentication provides an additional layer of security for remote access
- Improved supportability through vendor-managed maintenance (e.g., easily accommodates future growth, always updated to the latest version, uses vendor resources to avail FCIT staff to other important duties)

CGI's AMS Advantage ERP solutions provide Financial and Human Resource Management Procurement, Performance Budgeting, and Business Intelligence. It is specifically designed for state and local governments and conforms to several US government financial standards i.e., GASB, GAAP, CAFR, CMIA and FASB.

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

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

This is a new system and in accordance with County Purchasing Section §102-386, regarding intellectual property, the County estimates the anticipated useful life of the intellectual property is a

minimum of 10 years and the County estimated the anticipated annual cost for maintenance and support agreement(s), service agreement(s) and licensing fee(s) in order to maintain the intellectual property over its useful life is estimated at \$2,000,000 annually beginning in 2024.

**Scope of Work:** The scope of the initiative is to design, configure, and implement the latest version of the County's Enterprise Resource Planning (ERP) software. The updated software will be a SaaS solution hosted in the cloud by the vendor.

**Community Impact:** Improved ease-of-use and productivity creates a better service experience for employees, businesses, and other agencies conducting business with Fulton County.

**Department Recommendation:** Requesting approval to enter a contractual partnership with CGI Technologies and Solutions Inc. to upgrade the current CGI AMS platform. The Information Technology department proposes the use of American Rescue Plan Act funds as the funding source for the initiative.

**Project Implications:** The project impacts human resource, finance, and purchasing business processes. The budget impact is \$10,200,000 of American Rescue Act Plan funding.

**Community Issues/Concerns:** There are no issues/concerns to report.

**Department Issues/Concerns:** There are no issues/concerns to report.

**Contract Modification:** This is a new request.

### **Contract & Compliance Information**

Not Applicable

### **Exhibits Attached:**

Statement of Work documents are marked Confidential

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

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

### **Contract Attached**

Yes

### **Previous Contracts**

Yes

### **Total Contract Value**

---

**Agenda Item No.:** 24-0126

**Meeting Date:** 2/21/2024

---

Original Approved Amount: \$0.00  
Previous Adjustments: \$0.00  
This Request: \$10,200,000.00  
TOTAL: \$10,200,000.00

### Grant Information Summary

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

### Funding Line 1:

448-220-ARP1-VIRT: American Rescue Plan, Information Technology, Virtual

### Funding Line 2:

500-220-2200-A027: Capital, Information Technology,

### Funding Line 3:

500-220-2200-A104: Capital, Information Technology,

Key Contract Terms	
Start Date: Upon BOC Approval	End Date: Until Final Acceptance
Cost Adjustment:	Renewal/Extension Terms: N/A

### Overall Contractor Performance Rating:

Would you select/recommend this vendor again?  
Yes

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







# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 24-0127

**Meeting Date:** 2/21/2024

### Department

Information Technology

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

Request approval to utilize Cooperative Purchasing - Department of Information Technology, State of North Dakota #146 Strategic Assessments, Upgrade of the County's Enterprise Resource Planning Software (ERP) application with International Consulting Acquisition Corp. dba ISG Public Sector (Stamford, CT) in an amount not to exceed \$1,250,000.000.00 to provide independent verification and validation services during the CGI software upgrade. Effective upon issuance of the Notice to Proceed and continue for eighteen (18) consecutive months.

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

In accordance with Purchasing Code Section 102-455, requests for approval to utilize cooperative purchasing or GSA purchase contracts of more than \$100,000 shall be forwarded to the Board of Commissioners for approval.

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

Open and Responsible Government

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

**Summary & Background:** This contract will provide verification and validation services for the upgrade of the County's integrated Financial, Personnel and Purchasing applications to version 4. The County is currently on CGI AMS version 3.10, which is seven (7) versions behind the latest version available (CGI Advantage 4).

The County leveraged an existing North Dakota state contract to engage ISG Public Sector as an

independent verification and validation partner during the CGI software upgrade. The role of ISG Public Sector will be to provide project oversight, verify delivery aligns to best practices, validate the solution meets Fulton County business needs, and lead organizational change management to prepare Fulton County employees for the adoption of the software upgrade.

ISG Public Sector verification and validation services include:

- Verification and Validation of the required cloud infrastructure to support the ERP requirements of Fulton County Government to ensure High Availability, System Redundancy and ensure Disaster Recovery protocols in compliance with generally accepted cyber security standards such as the CSF (Cyber Security Framework) and / or FedRAMP/StateRAMP.
- Verification and Validation of the Functional & Technical specifications to address all the current and established future needs of Fulton County Government. The goal is to also address the current pain areas that will be addressed in the upgrade from CGI Advantage 3.10 to CGI Advantage 4.x.
- Verify and Validate data migration protocols used to migrate data from the existing system to the proposed system, while ensuring that established standards of data integrity, including criteria for data cleansing, are enforced.
- Verify & validate the proposed training plan and ensure that on-going system maintenance and support are included in a Transition and Operational Support Plan.
- Verify & validate an organizational change management “strategy”
- Verify and validate that the implementation vendor’s approach to technical, functional, and regression testing is sound and follows industry standards/best practices.

**Scope of Work:** The scope of the initiative is to independently verify and validate the design, configuration, and implementation of the latest version of the County's ERP application. Additionally, program management office” PMO “governance and organizational change management is within scope to prepare Fulton County employees for the new platform (e.g. stakeholder engagement, communication, training, change impact, and readiness assessments).

**Community Impact:** Improved ease-of-use and productivity creates a better service experience for employees, businesses, and other agencies conducting business with Fulton County.

**Department Recommendation:** Recommends approval.

**Project Implications:** Modernized and enhanced capabilities in the ERP software that benefits human resources, finance, purchasing and various departments business processes and operations. The budget impact is \$1,250,000 of American Rescue Act Plan funding.

**Community Issues/Concerns:** There are no issues/concerns to report.

**Department Issues/Concerns:** There are no issues/concerns to report.

**Contract Modification:** This is a new request.

**Contract & Compliance Information** *(Provide Contractor and Subcontractor details.)*  
Not Applicable

### Exhibits Attached

Exhibit 1 ISG - Fulton County ERP Upgrade

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

Kevin Kerrigan, CIO, Information Technology, 404-612-0057

### Contract Attached

Yes

### Previous Contracts

No

### Total Contract Value

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$1,250,000.00
TOTAL:	\$1,250,000.00

### 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.:** 24-0127

**Meeting Date:** 2/21/2024

---

**Funding Line 1:**

448-220-ARP1-VIRT: American Rescue Plan, Information Technology, Virtual Support - IT

Key Contract Terms	
Start Date: 1/1/2024	End Date:
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:**



## STATEMENT OF WORK

Presented to

Fulton County, Georgia

Statement of Work for  
ERP Upgrade Project Oversight/QA and OCM Services

Presented by:

ISG Public Sector

December 1, 2023

imagine your future®



---

Copyright © 2023, Information Services Group, Inc. All Rights Reserved.  
No part of this document may be reproduced in any form or by any electronic or mechanical means,  
including information storage and retrieval devices or systems, without prior written permission from  
Information Services Group, Inc.

---





## Table of Contents

<b>1</b>	<b>SCOPE OF SERVICES AND WORK PRODUCTS.....</b>	<b>1</b>
1.1	ERP Upgrade Project Oversight/QA and OCM Services.....	1
	Project Oversight/Quality Assurance Services.....	2
	Organizational Change Management Services .....	3
	Optional Services .....	4
1.2	Work Products and Approval Process .....	4
	Monthly Project Oversight/Quality Assurance Report .....	4
	Organizational Change Management Work Products .....	4
	Work Product Approval Process .....	5
<b>2</b>	<b>ISG’S ROLES AND ESTIMATED FTE .....</b>	<b>5</b>
<b>3</b>	<b>PERIOD OF PERFORMANCE.....</b>	<b>6</b>
<b>4</b>	<b>CHANGE CONTROL .....</b>	<b>6</b>
<b>5</b>	<b>TERMINATION FOR CONVENIENCE .....</b>	<b>6</b>
<b>6</b>	<b>PRICING .....</b>	<b>7</b>
<b>7</b>	<b>ASSUMPTIONS .....</b>	<b>8</b>

## 1 Scope of Services and Work Products

International Consulting Acquisition Corp. dba ISG Public Sector (ISG) will provide Fulton County, Georgia (County) with Project Oversight/Quality Assurance (QA) and Organizational Change Management (OCM) services for the County's Enterprise Resource Planning (ERP) Upgrade Project. Project Oversight/QA services include assisting with the verifying that the solution is designed, tested, and implemented to satisfy County business requirements and validating that the practices, methods and activities of the project are effective, efficient, and will deliver a solution that meets County goals. OCM services include reviewing and providing feedback on the communication, preparedness, and training efforts of the County in coordination with CGI.

This Statement of Work (SOW) will provide consulting services on a fixed fee for service basis as defined in the pricing schedule provided below. These services will be delivered through a hybrid on-site/remote presence as defined below. ISG will adapt the below services to follow the CGI implementation methodology.

County and ISG will regularly work together in good faith to determine the most effective utilization of ISG's consulting services as the project progresses through the various phases of the ERP upgrade implementation.

The scope and timing of anticipated ISG services are described below.

### 1.1 ERP Upgrade Project Oversight/QA and OCM Services

The County has contracted with CGI to upgrade its current on-premises CGI Advantage ERP Solution to the cloud-based software as a service (SaaS) CGI Advantage 4 ERP Solution. Generally speaking, SaaS software is highly configurable to suit client needs but typically is not customizable. SaaS software selection therefore seeks the "best fit," and cloud software users modify their processes to operate with the "best practice" processes supported by the software. Requirements not met by the selected provider's software (in this case, the CGI Advantage 4 Solution) therefore must be addressed through changes in policy and/or process (i.e., workarounds), integrations, or development of extensions (i.e., CGI- and/or County-led development objects external to the CGI Advantage SaaS ERP products). County Leadership has adopted and endorsed this approach. County leaders will apply this approach in making decisions related to the business processes that the County will implement.

The County and CGI will manage the Project, direct their respective Project staff members, and be responsible for implementation strategy and task execution consistent with the County-CGI agreements and the County's finalized Project Plan. The County assumes responsibility for governance and timely Project decision-making, implementation of internal controls, security set-up and maintenance, and compliance with federal, state laws and regulations, and County ordinances.

## **Project Oversight/Quality Assurance Services**

ISG will provide Project Oversight/QA services throughout the Project. Project Oversight/QA services include objective, timely analysis and feedback to the Project Executive Sponsors, the Executive Steering Committee (ESC), and the County's Program Management Office (PMO) and other groups as mutually agreed based on ISG's experience with similar projects.

Throughout the Project, ISG will review CGI's work products for quality, accuracy, completeness, and adherence to contractual and functional/technical requirements. ISG's written review will identify schedule, cost and technical inconsistencies, errors, or other issues that may present a risk to the Project and will recommend acceptance or rejection of deliverables based upon the above criteria (e.g., quality, accuracy, completeness, and adherence to requirements).

ISG will conduct Project Oversight/QA in parallel with program activities and will include objective evaluation to validate that the project practices and procedures are meet or exceed industry standards. To complete these tasks, ISG will document a Project Oversight/QA plan that will describe the high-level plans and services that will be utilized to validate the ERP Upgrade Project is being implemented in compliance with user, contract, program, and functional requirements. Additionally, upon mutual agreement with County PMO, ISG will review deliverables to confirm that they satisfy the standards, practices, and convention of the program "stage" and that they establish the proper basis for initiating next "stage" activities.

## **Verification Services**

ISG will provide objective verification of selected work products and activities pertaining to all Phases of the ERP Upgrade Project. These services will be derived from industry best practices and established quality control principles, and all verification artifacts will be based on the approved, allocated and prioritized requirements for the Solution.

In general, ISG's verification services will include:

- Development and implementation of a Project Oversight/QA framework for the objectives, scope, approach, standards and procedures, tool, etc., to be used in the verification effort
- Ongoing observation and assessment of project activities
- Review of key Project deliverables as mutually agreed-upon with the County PMO
- Administration activities and tasks in support of the verification effort

## **Validation Services**

ISG will also provide validation support services to confirm that business requirements, issues, and risks have been satisfactorily addressed in accordance with best practices. The validation services aim to confirm the fit of the new business new solution as defined by the County and that appropriate training, policy, process, and procedural changes have been

defined and implemented according to the contract and work plan between the County and CGI.

In general, ISG's validation services include:

- Providing objective guidance and expertise to increase Project success and lower implementation risks
- Offering perspective and recommendations on the health of the ERP Upgrade Project from an experienced, neutral third party to improve the management of the solution in accordance with practices that reduce risk and support achievement of the stated Project objectives
- Communicate lessons learned from other implementation and redesign experiences to limit rework
- Provide recommendations on a revised course of action to limit the impact of potential issues and risks

### Organizational Change Management Services

ISG will provide Organizational Change management services beginning the third month of the project and continue throughout the remainder of the Project. OCM services include assisting the County Organizational Change Management Team with preparing the County for success throughout each Phase of the ERP Upgrade Project.

Throughout the Project, ISG will review and provide input to CGI's communications, training, business process re-design, and related efforts and work products. ISG will assist the County's OCM Manager with monitoring the County's organizational change management activities in accordance with the Project Plan.

- **Elimination of Barriers to Success** – ISG will monitor change management activities to emphasize potential “hot spots” and to mitigate Project risks. ISG will assist County Leadership and Project Teams with identifying organizational change areas having the greatest risk to project success based on ISG's previous experiences in providing project management services on large enterprise projects, as well as its knowledge of business processes inherent in ERP software and based on best business practices.
- **Communications** – ISG will review the County's execution of the County-approved CGI communication and change management plan for the ERP Upgrade Project. ISG will validate the Communication plan includes a comprehensive strategy for communicating with all impacted levels of the organization. ISG will also assist the County's review of CGI's communication activities, key messages associated with each activity, the audience, and the party responsible for delivering the communication throughout the ERP Upgrade Project.
- **Role Mapping and End-User Skills Fit/Gap Analysis** – ISG will validate the tools that the County will use to map end users to their new roles and to match employee skills with the requirements of the new roles.

- **Training** – ISG will evaluate the various components of end-user training, including the curriculum, materials, instructors, techniques, facilities, and logistics to confirm the strategy to properly educate employees to be able to function effectively in their new roles.
- **Organizational Impacts** – ISG will review the Project’s organizational design recommendations to account for the County’s history of changes, the impacts on current business processes, and the potential for changes in workforce requirements.
- **Change and Culture Impacts** – ISG will review both the knowledge transfer (e.g., the ability for the County to be self-sustaining when the recommended changes are put into effect) and the change management strategies and plans. This review also includes the engagement strategy for County Leadership, stakeholders, and end users.

### Optional Services

At its sole discretion, the County may authorize ISG to provide additional services using the rate card contained in this SOW. ISG and the County will mutually agree to the required staffing levels to support any such services and follow the Change Control process defined below.

## 1.2 Work Products and Approval Process

### Monthly Project Oversight/Quality Assurance Report

ISG will develop a monthly Project Oversight/Quality Assurance Report formatted in two parts. The first part will present an executive summary containing narrative on key topics and observations of activities and work products. The second part will contain details on individual activities and work products validated and verified for the monthly reporting period.

### Organizational Change Management Work Products

On a monthly basis, at a minimum, ISG’s OCM Consultant will collaborate with the County’s OCM Manager to prioritize and guide ISG’s efforts for the upcoming month. During these collaboration sessions, ISG’s OCM Consultant will provide the County’s OCM Manager a status of their efforts, identification of any roadblocks, and proactively identify opportunities to re-prioritize work based on the Project’s progress and phase.

The following non-exhaustive list provides example Work Products the ISG OCM Consultant will contribute to:

- Stakeholder Analysis and Engagement Plan

- Change Readiness Assessments
- Behavioral Change Plans
- Transition Plan Document
- Implementation Strategies Document
- Success Metrics Documentation and Monitoring Procedures
- Feedback Strategy

## Work Product Approval Process

ISG will present the above-defined work products to the County PMO for review and acceptance. The Project Executive Sponsors or the Project Manager will review the work product and accept or provide feedback within five (5) business days (the review period). If the County identifies deficiencies in the work product, the County PMO will provide the ISG Engagement Executive with written notice and a description of the specific deficiencies in the work product prior to the expiration of the review period. ISG may then revise the work product to address the deficiencies. If the County identifies additional deficiencies on ISG's re-submitted work product, the County PMO will notify the County Executive Sponsor and the ISG Engagement Executive to determine the plan for resolution. Unless notice is provided to the ISG Engagement Executive within the review period, the County and ISG agree the work product is considered complete.

## 2 ISG's Roles and Estimated FTE

ISG's roles and estimated full-time equivalency (FTE) are presented in the following table.

Project Role	Responsibility	Estimated FTE
Engagement Executive	Overall responsibility for the success of the engagement. Coordination of ISG resources to manage the Project to successful completion of all tasks, including quality, completeness, and timeliness. Conduct and document quality review meetings with the County. Also serve as a functional SME for the full Project scope.	Mo. 1-18: 10%
Project Oversight/QA Manager	The Project Oversight/QA Manager is responsible for day-to-day engagement in project activities and review of work products to confirm the project is being managed and executed following best practices and the solution being delivered meets the stated objectives of the County.	Mo. 1-2: 50% Mo. 3-18: 100%
OCM Manager	The OCM Manager is responsible for managing and monitoring the County's OCM activities following the County-approved plans developed by CGI, while providing feedback and input on the County's behalf to continually collaborate with CGI on the Project's training, communication, and preparedness activities.	Mo. 1-2: 0% Mo. 3-18: 50%

Estimated and actual FTE may vary by Project phase and month.



### 3 Period of Performance

The initial term of the performance will begin upon the latter of the effective date of this SOW or ERP Upgrade Project kick-off and continue for eighteen (18) consecutive months. The term can be extended at the County's sole discretion for an additional twelve (12) months using the rate card identified in Pricing below. Changes in the duration of project activities within a phase would not necessarily indicate a material change (e.g., short extension of the Design phase). However, changes that increase the overall length of a project phase (i.e., Go-Live Date) would be considered material. Any such material changes in the project timeline will be subject to mutual agreement of the Parties as defined in Change Control below.

### 4 Change Control

The County and ISG agree to manage contractual and SOW changes via a formal change control process. At any time, either the County or ISG may propose a contract change request to reflect a material change in Project scope, timeline, work effort, resource requirement, compensation, or other matter affecting the delivery of ISG's services. Upon submission, ISG will advise the County as to any cost or schedule impacts impacting ISG's fixed-fee or an estimate for additional services provided on a time and material basis.

In anticipation of the need for a contractual change, the County and ISG shall propose an amendment to the SOW to reflect the nature of the change and expected impact of the change. Both parties will negotiate the terms of the change in good faith and in a timely manner document the change impacts (e.g., scope increase/decrease, resources, payment timing/amounts) in an amendment to the SOW as signed by the County and ISG.

Neither party is obligated to change the deliverables, services, resources, or other aspects of the contract unless an SOW amendment for such change has been signed by both parties.

### 5 Termination for Convenience

In the event of termination for convenience, the Party initiating the termination will provide the Party being terminated for convince a written notice (30) days prior to the anticipated termination date. Upon notice of termination for convenience by the County, ISG will not work any compensable hours after the termination date. ISG's monthly fee will be prorated based on the termination date.

## 6 Pricing

ISG's services described in this SOW will be provided for a fixed monthly fee inclusive of all travel, expenses, and overhead costs. ISG's services will be invoiced monthly for service provided in the previous month, as follows:

Month #	Invoice Amount	Month #	Invoice Amount	Month #	Invoice Amount
1	\$26,100	7	\$73,250	13	\$76,912
2	\$26,100	8	\$73,250	14	\$76,912
3	\$73,250	9	\$73,250	15	\$76,912
4	\$73,250	10	\$73,250	16	\$76,912
5	\$73,250	11	\$73,250	17	\$76,912
6	\$73,250	12	\$73,250	18	\$76,912
Grand Total					\$1,246,172

### Rate Card for Task Order Services

The County may authorize ISG to perform services on a task order basis. The time and materials rate card will be used for services outside of the scope (e.g., training, interface support) described in this SOW. Any such changes will be handled through the Scope Change Control process as defined in this SOW. ISG will only bill for services rendered and the off-site rates are inclusive of all travel and lodging expenses.

Role Description	Hourly Rate
Engagement Partner - On-site	\$350
Engagement Partner - Off-site	\$300
Project Manager - On-site	\$275
Project Manager - Off-site	\$225
Director – On-Site	\$265
Director – Off-Site	\$215
Consultant – On-site	\$240
Consultant – Off-site	\$190

Any task order work will be addressed via individual monthly releases. ISG will submit a Release Document for the upcoming month or quarter to the County Project Manager approximately two (2) weeks prior to the beginning of a month that does not have an approved release for the work to be performed during that month. If the Release Document is accepted by the County, ISG will perform the tasks described in the Release Document. At the end of each month, ISG will: (1) produce a report that provides the status of the tasks described in the Release Document, and (2) submit an invoice to the County for the work performed during that month. The report will include the following items:

- The number of hours expended during the past month, and the cumulative total to date for the task order.
- Identification of the tasks worked on and what was completed during the current reporting period.

- The amount of funds expended during the current reporting period, and the cumulative total to date for the task order.

The County will review the status report and, upon acceptance of report, approve the ISG invoice for payment and remit payment within the terms of the contract. The actual hours worked will vary and will be included in the monthly invoice.

## 7 Assumptions

ISG's fee estimates are based on the services requested by the County and described in the Scope of Services section. To the extent additional services are requested, such services will be performed on a fee-for-service basis and documented via Change Control. This SOW and associated cost estimates are based on the following key assumptions:

- The County will provide an administrative support person assist with project management office activities.
- The County will make all Project meetings known to ISG in a timely manner, will grant ISG access to Project meetings, workshops, events, and other activities (e.g., testing, training), and will allow ISG to participate in any such meetings that ISG deems necessary to fulfill its responsibilities under the SOW. In general, these privileges will be equivalent to the privileges that the County makes available to the County's own Project Leadership group and team members. Furthermore, the County will agree with CGI and any other third-party contractors to grant ISG the same privileges as described, as it relates to the Project.
- The County will make access to all documentation related to the Project available in a timely manner to ISG as ISG deems necessary to fulfill its responsibilities under the SOW. In general, this privilege will be equivalent to the access the County provides to its own Project Leadership group and team members. Furthermore, the County will agree with CGI and any other third-party contractors that the County may engage to grant ISG the same privileges as described, as it relates to the Project.
- Representatives knowledgeable of the County's operations, systems, data, interfaces, etc. (i.e., subject matter experts) will be available to meet with ISG members for meetings in a timely manner and provide responses to ISG inquiries as ISG deems necessary to fulfill its responsibilities under the SOW.
- The County's PMO will review and provide timely feedback as noted above on work products as they are presented to the County for review.
- The County assumes responsibility for timely Project decision-making, software configuration and business process decisions, implementation of internal controls, security set-up and maintenance, and compliance with federal and state laws and regulations.
- ISG's Project Oversight/QA Manager will provide services through a mix of on-site and off-site resources not to exceed fifty percent (50%) on-site effort over the life of the Project. ISG's Engagement Executive and ISG's OCM Manager will provide services

remotely. Any necessary expenses for anticipated ISG resources travelling onsite are included in the pricing.

- The Project Plan and invoicing schedule assume ISG will provide continuous services consistent with the Project Plan and will not experience a break in service. Should a break in service be necessitate by Project events, those changes will be addressed through the Scope Change Control process.
- ISG will rely upon information and representations provided by the County for the purpose of rendering services throughout this Project.
- The County and ISG agree that the scope of activities in this SOW may be adjusted as to priority and work effort during the course of the engagement such that the total cost of this effort does not exceed available funding.

If any of these assumptions prove invalid, or if deviations from them arise during the project, they will be managed through the scope change control process.



\* \* \* \* \*

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed as of the SOW Effective Date by their respective duly authorized representatives.

**Fulton County, Georgia**

**International Consulting Acquisition Corp.  
dba ISG Public Sector**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_







# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 24-0128

**Meeting Date:** 2/21/2024

### Department

Arts and Culture

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

Request approval of a statewide contract - Arts & Culture Department, SWC# 99999-SPD-0000136-0008, Professional Temporary Staffing in the amount of \$105,000.00 with Corporate Temps Inc. (Norcross, Georgia) to provide temporary staffing services for the Arts & Culture Department. Effective January 1, 2024 through June 30, 2024.

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

In accordance with Purchasing Code Section 102-462, requests for approval of statewide contracts of more than \$100,000 shall be forwarded to the Board of Commissioners for approval.

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

Arts and Libraries

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

### Summary & Background

The Arts & Culture Department is recommending the Board of Commissioners approve Corporate Temps Inc. to serve in the capacity of providing professional part-time and temporary staffing for the department's programs and services. The Arts & Culture Department provides an array of programs and services to Fulton County residents through its Art Center, Community Partnerships, Public Art Program, and Contracts for Services Program. Designed to enhance the creative and artistic culture of the county, the department brings music, dance, theater, visual arts, and other art forms to children, teenagers, adults, and senior citizens. Through the department's programs, nonprofits, arts organizations, schools, colleges and universities, cultural organizations, municipalities, and individual

artists have been able to hone their crafts and reach more residents with their art forms. To ensure that Fulton County residents continue to receive quality services from the Arts & Culture Department, and to improve upon its current services, arts instructors with specialized art skills are needed, as well as part-time administrators and coordinators. By contracting with Corporate Temps Inc., the department will be able to meet its part-time staffing need and eliminate some of the challenges the department encountered while having temporary part-time staff on the County's payroll.

**Scope of Work:** The Arts & Culture Department is looking to enter into contract with Corporate Temps Inc. in expectation that the agency will provide the department with approximately 35 part-time staff members to provide services to the County's one Art Center, Community Partnerships and Downtown Main Office. The contract would cover a one-year period upon execution of the contract by the BOC.

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

**Department Recommendation:** The Arts & Culture Department recommends approval of the statewide contract in order to increase its staffing in administrative and specialized arts, which are needed to implement the department's arts programs and services.

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

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

**Department Issues/Concerns:** The Arts & Culture Department is concerned that without the number of skilled and specialized part-time staff needed to implement its programs, the department will be unable to attain its goal of taking art to the community in large measures.

## **Contract Modification**

New Procurement

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

**Contract Value:** \$105,000.00

**Prime Vendor:** Corporate Temps, Inc.

**Prime Status:** African American Male Business Enterprise

**Location:** Norcross, GA

**County:** Gwinnett County

**Prime Value:** \$105,000 or 100.00%

---

**Agenda Item No.:** 24-0128

**Meeting Date:** 2/21/2024

---

**Total Contract Value:** \$105,000 or 100.00%

**Total M/FBE Value:** \$105,000 or 100.00%

### Exhibits Attached

Exhibit 1: 2023 Fully Executed Contract

Exhibit 2: State of Georgia Corporate Temps Contract

Exhibit 3: Contract Performance Report

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

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

### Contract Attached

No

### Previous Contracts

Yes

### Total Contract Value

Original Approved Amount: \$0.00

Previous Adjustments: \$0.00

This Request: \$105,000.00

TOTAL: \$105,000.00

### 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:

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

<b>Key Contract Terms</b>	
<b>Start Date:</b> 1/1/2024	<b>End Date:</b> 6/30/2024
<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b>

**Overall Contractor Performance Rating:** 100

**Would you select/recommend this vendor again?**

Yes

**Report Period Start:**  
12/1/2023

**Report Period End:**  
12/31/2023

## Performance Evaluation Details

<b>ID</b>	E1
<b>Project</b>	Temporary Staffing Services
<b>Project Number</b>	SWC 99999-SPD-0000136-0008
<b>Supplier</b>	Corporate Temps, Inc.
<b>Supplier Project Contact</b>	Tonya Hood (preferred language: English)
<b>Performance Program</b>	Professional Services
<b>Evaluation Period</b>	10/01/2023 to 12/31/2023
<b>Effective Date</b>	01/16/2024
<b>Evaluation Type</b>	Formal
<b>Interview Date</b>	01/16/2024
<b>Expectations Meeting Date</b>	Not Specified
<b>Status</b>	Completed
<b>Publication Date</b>	01/16/2024 08:20 PM EST
<b>Completion Date</b>	01/16/2024 08:20 PM EST
<b>Evaluation Score</b>	100

### Related Documents

There are no documents associated with this Performance Evaluation

## OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

### PROJECT MANAGEMENT

20/20

Rating

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

Comments

*Not Specified*

### SCHEDULE

20/20

Rating

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

Comments

*Not Specified*

### QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

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

Comments

*Not Specified*

### COMMUNICATIONS AND CO-OPERATION

20/20

Rating

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

Comments

*Not Specified*

### OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

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

Comments

*Not Specified*

### GENERAL COMMENTS

Comments

*Not Specified*





**CONTRACT AMENDMENT # 8  
EXTENSION # 2**

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

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

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

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

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

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

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

CONTRACT NUMBER: 99999-001-SPD0000136-0008

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

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

**CONTRACTOR**

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

**STATE ENTITY**

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



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS FOR  
Corporate Temps, Inc.**

**SWC #99999-SPD-0000136-0008  
Temporary Staffing**

**For**

**Department of Arts and Culture**

### **Contract Agreement**

This Agreement for temporary staffing services for the Department of Arts and Culture is made and entered into by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as “County” and **CORPORATE TEMPS**, hereinafter referred to as “**Agency**” authorized to transact business in the State of Georgia.

### **Contract Documents**

County and Vendor agree that the Agreement consists of the following contract documents:

- I. Form of this Contract Agreement
- II. Terms and Conditions of Georgia Department of Administrative Services (Statewide Contract Number SW# 99999-SPD-0000136-0008
- III. Attachment A, Scope of Services
- IV. Attachment B, Compensation
- V. Attachment C, Service Level Agreement substituting Fulton County or (“County”) for “State” or “DOAS”

This Agreement was approved by the Fulton County Board of Commissioners on February 1, 2023, BOC Item # 23-0093.

### **Contract Term**

Effective upon BOC approval through June 30, 2023.

### **Contract Modification**

If during performing the services under this Agreement, County and Agency agree that due the nature of the services being provided, it is understood that the County will need flexibility in order to meet the needs of the User Department. Therefore, when it is necessary, the County may make changes to the services as described herein and in the referenced exhibits. Any such changes will be incorporated by written amendments in the form of a Contract Modification. Any modification(s) to this Agreement must be documented in writing in the form of a Purchase Order (“PO”) Modification or an Amendment to this Agreement.

The PO Modification form must be approved and signed by the User Department Head or his/her designee and submitted in AMS to the Department of Purchasing & Contract



Compliance. The Department of Purchasing & Contract Compliance will issue a PO Modification documenting the modification to this Agreement to the Agency and the User Department.

The Amendment and/or supplemental agreement shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated herein by reference.

### **Indemnification**

Agency shall, to the fullest extent permit by law, indemnify the County and protect, defend, indemnify and hold harmless the County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

- a) Bodily injury, sickness, disease, or death; or injury to or destruction of tangible property, including the loss of use resulting therefrom; or any other damage or loss or claims arising out of or resulting, in whole or part, from any actual or alleged act or omission of the Agency, subcontractor, anyone directly or indirectly employed by any firm or subcontractor; or anyone for whose acts any of them may be liable in the performance of the contract services.
- b) Violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the Agency in the performance of the contract services; or
- c) Liens, claims or actions made by the Agency or other party performing the contract services, as approved by the County. The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the Agency, or its subcontractor(s), as approved by the County, under workers' compensation acts, disability benefit acts, other employee benefit actor, or any statutory bar or insurance. The agreement to hold the County, its officer's, agents, and employees harmless shall not be limited to the limits of liability insurance requirements specified in this agreement.

### **Insurance**

Agency agrees to obtain and maintain insurance coverage pursuant to and based upon the Terms and Conditions of the Georgia Department of Administrative Services Statewide Contract Number 99999-SPD-0000136-0008. Agency agrees to maintain insurance coverage during the entire term of this Agreement and until all work has been completed to the satisfaction of the County. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code. Proof of insurance, i.e., Certificate of Insurance ("COI") with policy limits, must be provided prior

to the start of any activities/services and attached herein as Exhibit 2.

### **Reporting Responsibilities**

Agency will report directly to the Director, Department of Arts and Culture, David Manuel or his designated representative.

### **Notices**

Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance shall be made:

By Agency to:	Director Department of Arts and Culture 141 Pryor Street, Suite Atlanta, Georgia 30303 Attn: David Manual Email: David.Manual@FultonCountyGa.gov
With a copy to:	Chief Purchasing Agent Department of Purchasing & Contract Compliance 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303 Attn: Felicia Strong-Whitaker Email: <a href="mailto:felicia.strong-whitaker@fultoncountyga.gov">felicia.strong-whitaker@fultoncountyga.gov</a>
And by the County to:	Director 5950 Live Oak Parkway Suite 230 Norcross, Georgia 30093 Attn: Shawn Menefee Email: <a href="mailto:shawn@corporatetemps.com">shawn@corporatetemps.com</a>

### **Cooperation with other Consultants**

Agency will undertake the contract services in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Agency shall fully cooperate with such other related Consultants and County employees or appointed committees. Agency shall provide within its schedule of work, time and effort to coordinate with other Consultants under contract with County. Agency shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Agency shall not be liable or responsible for the delays of third parties



**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**

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A44A...  
ROBERT L. PITTS, Chairman  
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:

Tonya R. Grier

EEC476C4837648D...  
TONYA R. GRIER, Clerk to the Commission

(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:

David Lowman

0EC92EDADEFB4B8...  
Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

David Manuel

E41CE12C05E74A9...  
David Manuel, Director  
Arts and Culture

CONSULTANT:

**CORPORATE TEMPS, INC.**

Shawn Menefee  
Director of Operations

ATTEST:

Secretary/  
Assistant Secretary

(Affix Corporate Seal)

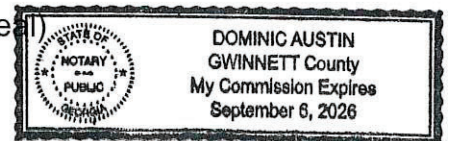
ATTEST:

Dominic Austin  
Notary Public

County: Gwinnett

Commission Expires: 9-6-26

(Affix Notary Seal)



ITEM#: \_\_\_\_\_ RCS: \_\_\_\_\_

RECESS MEETING

ITEM#: 2023-0093 RM: 2/1/2023

REGULAR MEETING

# **ATTACHMENT A**

## **SCOPE OF SERVICES**

## **SCOPE OF SERVICES**

Administrative Assistants are needed to help with the day-to-day administrative tasks of the department. Applicants should have good organizational skills, be detail oriented, and familiar with office-related duties. At least one year of Administrative experience required.

After Camp Coordinators are needed from 2:30 pm to 6:00 pm to supervise campers and to schedule activities after regular programming concludes each day. Applicants should have experience working with and creating engaging activities for children, be well organized, detail oriented, problem solvers, and adaptable.

Camp Assistants are needed to support instructors during class as well as provide supervision of campers before, during, and after camp. Applicants should have experience working with art and children.

Camp Coordinators are responsible for day-to-day camp operations, supervising camp staff, resolving minor issues, and helping to maintain an environment that is conducive for learning. Applicants should have experience working with children, be well organized, detail oriented, problem solvers, and adaptable. Management experience preferred.

Instructors are needed in Dance, Music, Theatre, and Visual Arts, including Painting, Drawing, Printmaking, Mixed Media, Ceramics, Film, Video, and Yoga. STEAM instructors are needed in programming, science, and technology. Applicants should have formal training in one or more artistic discipline; a Bachelor's Degree in Arts or Humanities or equivalent experience; and at least two years professional teaching experience.

Instructors (Computer technology) are needed to teach various computer software, programs, and applications to adults and teens

Instructors (Fiber Arts) are needed to instruct the various processes and technics used to create art using textile such as quilting, sewing, crochet/knitting, bead embroidery.

Instructors (STEAM) are needed to instruct science, technology, computer coding, aerospace/engineering to youth and teens.

Instructors (Yoga) is needed to instruct fitness and wellness through various stretching poses that promote strength and agility in seniors and adults. Must be certified.

Musicians are needed to support instructors during classes that require the use of live music as well as provide musician support during live Summer Camp performances. Must be able to read sheet music is required for specific programs, and perform improvisational pieces as needed. Helps students and Music instructor create original songs as needed. Ability to read sheet music and improvisational skills, two years music performance

Fulton County Department of Arts and Culture

Corporate Temps Proposed Contract Information

## Corporate Temps Proposed Contract Information

Page 4 of 3

experience, and experience working with children.

Program Assistants are needed to support administration and instructors during weekly classes as well as preparing class rooms for instruction, providing supplies for instruction and provide supervision of students before, during, and after classes.

Teen Academy Assistants are needed to support instructors during class as well as to provide supervision of participants. Applicants should be at least 21 years old, majoring in an area of the arts, and have experience working with youth.

Teen Artist Academy Instructors are needed in Creative Writing, Dance, Instrumental Music, Theatre, Voice, Visual Arts, including Painting, Drawing, Printmaking, Mixed Media, and Ceramics, digital media and STEAM. Applicants should have formal training and professional experience in the various discipline they want to teach; a Bachelor's Degree in Arts or Humanities or equivalent experience; and at least two years professional teaching experience.

Theatre Technicians (Lighting & Sound) are needed to support programs and events in the Black Box Theatre. Duties include operating the light and sound board during programs and events. Setting up microphones and other equipment. Troubleshooting and resolving sound and lighting issues. Maintaining the Lighting & Sound Room and equipment. Installing Lights and replacing blown bulbs. Operating Video Projection System. At least 2 years of experience as lead technician for Theatrical Productions and events required.

# **ATTACHMENT B**

# **COMPENSATION**

## **COMPENSATION**

Services provided under Attachment A shall be compensated on an hourly rate basis for a total not to exceed amount of \$105,000.00 (One Hundred Five Thousand Dollars and Zero Cents). The services provided shall be compensated on an hourly rate basis as detailed in the attached Position and Rate Schedule.

## **INVOICING AND PAYMENT**

Contractor shall submit weekly invoices for work performed during the previous week, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

**Time of Payment:** The County shall make payments to Consultant within ten (10) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

**Submittal of Invoices:** Invoices shall be submitted as follows:

**Via Mail:**

Fulton County Government  
141 Pryor Street, SW  
Suite 7001  
Atlanta, Georgia 30303  
Attn: Finance Department – Accounts Payable

OR

**Via Email:**

Email: [Accounts.Payable@fultoncountyga.gov](mailto:Accounts.Payable@fultoncountyga.gov)

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

- 1) Vendor Information
  - a. Vendor Name
  - b. Vendor Address
  - c. Vendor Code
  - d. Vendor Contact Information



e. Remittance Address

2) Invoice Details

- a. Invoice Date
- b. Invoice Number (uniquely numbered, no duplicates)
- c. Purchase Order Reference Number
- d. Date(s) of Services Performed
- e. Itemization of Services Provided/Commodity Units

3) Fulton County Department Information (needed for invoice approval)

- a. Department Name
- b. Department Representative Name

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

**DRAFT****Fulton County Department of Arts and Culture****2023 Corporate Temps Part-Time Staffing Needs****Total Positions: 35**

<b>POSITIONS NEEDED FOR ADMINISTRATIVE DUTIES</b>	<b># of Positions</b>	<b>Hourly Salary</b>	<b># Hours Monthly</b>	<b># of Months</b>	<b>Total Cost</b>
Administrative Assistant – Main Office	1	\$20	160	4	\$11,032
<b>Sub-Total</b>	<b>1</b>				<b>\$11,032</b>
<b>EMMA DARNELL AVIATION MUSEUM &amp; CONFERENCE CENTER POSITIONS</b>					
Administrative/Program Assistant	1	\$15	20	10	\$3000
After Camp Coordinator	1	\$18	63	1	\$1134
Camp Assistant	4	\$10	140	1	\$5600
Camp Coordinator	1	\$18	140	1	\$2520
Computer Technology Instructor	1	\$15	140	1	\$2100
Dance Instructor	1	\$15	140	1	\$2100
Dance Instructor, Adult	1	\$25	6	7	\$1050
Dance Instructor, Youth	1	\$25	12	7	\$2100
Fiber Arts Instructor	2	\$25	12	7	\$4200
Musical Theatre Instructor	1	\$15	140	1	\$2100
Steam/Technology Instructor	1	\$25	6	7	\$1050
Teen Academy Assistant	1	\$10	105	1	\$1050
Teen Artist Academy Instructor	2	\$15	205	1	\$6150
Visual Arts Instructor	2	\$25	12	7	\$4200
Yoga Instructor	1	\$35	12	7	\$2940
<b>Sub-Total</b>	<b>21</b>				<b>\$41,294</b>

# Fulton County Department of Arts and Culture

## Corporate Temps Proposed Contract Information

<b>WEST END POSITIONS</b>	<b># of Positions</b>	<b>Hourly Salary</b>	<b># Hours Monthly</b>	<b># of Months</b>	<b>Total Cost</b>
Administrative/Program Assistant	1	\$15	86	12	\$15480
Camp Assistant	3	\$10	115	2	\$6900
Camp Coordinator	1	\$18	129	2	\$4644
Camp Theatre Technician (Lighting & Sound)	1	\$15	50	2	\$1500
Dance Instructor	1	\$25	15	9	\$3375
Dance Instructor Artist (Music)	1	\$15	115	3	\$5175
Music Instructor	1	\$15	115	2	\$3450
Musician/African Drummer	1	\$20	15	9	\$2700
Teen Academy Assistant	1	\$10	90	1	\$900
Theatre Instructor	1	\$25	15	9	\$3375
Theater Instructor	1	\$15	115	3	\$5175
<b>Sub-Total</b>	<b>13</b>				<b>\$52,674</b>
<b>GRAND TOTAL</b>	<b>35</b>				<b>\$105,000</b>

# **ATTACHMENT C**

## **SERVICE LEVEL AGREEMENT**



## SERVICE LEVEL AGREEMENT

Scope of Work Requirement	Performance Goal	Reporting Requirement
Requisition to selection ratio Average time to submit at least three (3) and no more than five (5) qualified candidates.	Three (3) business days.	Quarterly
Selected candidates will be available to start and assignment in no more than two (2) weeks.	Pre-employment Screening will be completed within two (2) weeks of the selection.	Quarterly
Selected candidate will not be released within 1 week, due to misrepresentation of qualifications.	95% Satisfaction	Quarterly
Employee will provide no less than a two (2) week notice when ending an active assignment before the agreed upon end date.	95% Compliance	Quarterly
A replacement resource will be provided with a gap of no more than three (3) business days.	95% Compliance	Quarterly
Contract compliance with state and federal employment regulations, contractor performance, employment regulations, taxes and insurance.	100% Compliance	Annual audit report submitted to the DOAS Contract Administrator (unless otherwise requested)
Customer satisfaction results measuring effectiveness and responsiveness of Supplier to providing services within the scope of this contract.	No less than 90% Satisfaction	Quarterly
Supplier shall provide Contingent Workforce Labor to all current and potential sites within the Georgia for all job categories and must have strategies to meet employment demands rural and metro cities and counties. The quality of candidates must be consistent throughout the entire State.	No less than 90% Satisfaction	Quarterly
The supplier shall have a process to monitor for overcharges and to provide credits to the authorized user within no more than seven (7) business days.	100% Compliance	Quarterly

**EXHIBIT 1**

**FULTON COUNTY PAY AND HOLIDAY  
SCHEDULE**



# FULTON COUNTY 2023 PAY AND HOLIDAY OBSERVANCES CALENDAR

 PAY DAY  HOLIDAY  PAY PERIOD ENDING

JANUARY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

MARCH						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JUNE						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

JULY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

AUGUST						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

DECEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						



New Year's Day  
Monday  
January 2



MLK Jr. Day  
Monday  
January 16



President's Day  
Monday  
February 20



Memorial Day  
Monday  
May 29



Juneteenth  
Monday  
June 19



Independence Day  
Tuesday  
July 4



Labor Day  
Monday  
September 4



Veterans Day  
Friday  
November 10



Thanksgiving  
Thursday & Friday  
November 23 & 24



Christmas  
Monday & Tuesday  
December 25 & 26



New Year's Eve  
Friday  
December 29



FULTON COUNTY

## **EXHIBIT 2**

# **CERTIFICATE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
**02/10/2023**

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).

<b>PRODUCER</b> Hatcher Insurance Agency Inc. P.O. Box 2564 Loganville, GA. 30052	<b>CONTACT NAME:</b> Alfonza Hatcher <b>PHONE (A/C, No, Ext):</b> 770-466-1133 <b>FAX (A/C, No):</b> 770-466-1144 <b>E-MAIL ADDRESS:</b> hatcherins@aol.com														
<b>INSURED</b> Corporate Temps, Inc. 5950 Live Oak Pkwy. Suite 230 Norcross, GA. 30093-1743	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Philadelphia Indemnity Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Indemnity Insurance Company		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Philadelphia Indemnity 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			PHPK2438388	07/27/2022	07/27/2023	EACH OCCURRENCE \$ 1,000,000.
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y					MED EXP (Any one person) \$ 5,000.
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000.
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000.
							PRODUCTS - COMP/OP AGG \$ 2,000,000.
A	<b>AUTOMOBILE LIABILITY</b>			PHPK2438388	07/27/2022	07/27/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y					PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			PHUB823814	07/27/2022	07/27/2023	EACH OCCURRENCE \$ 4,000,000.
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 4,000,000.
	<input type="checkbox"/> DED						
	<input type="checkbox"/> RETENTION \$						
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			PHPK2438388	07/27/2022	07/27/2023	WC STATU-TORY LIMITS \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	<b>EMPLOYMENT PRACTICES LIABILITY</b>			PHPK2438388	07/27/2022	07/27/2023	Each Incident Limits: \$ 1,000,000. Aggregate Limit: \$ 1,000,000.

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

Fulton County Department of Arts & Culture as Additional Insured.

Contract Number: SWC #99999-SPD-0000136-0008 Temporary Staffing.

**CERTIFICATE HOLDER**
**CANCELLATION**

Fulton County Department of Arts & Culture  
 141 Pryor St. SW  
 Atlanta, GA. 30303

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





# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 02/10/2023

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).

<b>PRODUCER</b> Hatcher Insurance Agency Inc. P.O. Box 2564 Loganville, GA. 30052	<b>CONTACT</b> NAME: Alfonza Hatcher PHONE (A/C, No, Ext): 770-466-1133 FAX (A/C, No): 770-466-1144 E-MAIL ADDRESS: hatcherins@aol.com														
<b>INSURED</b> Corporate Temps, Inc. 5950 Live Oak Pkwy. Suite 230 Norcross, GA. 30093-1743	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Insurance Company		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Philadelphia Indemnity 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> 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						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	<b>CYBER LIABILITY</b>			PHSD1727994	07/27/2022	07/27/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 3,000,000
A	<b>PROFESSIONAL LIABILITY (E &amp; O)</b>	Y		PHPK2438388	07/27/2022	07/27/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>EMPLOYEE DISHONESTY (Fidelity Bond)</b>			PHPK2438388	07/27/2022	07/27/2023	Each Incident Limits: \$ 3,000,000. Aggregate Limit: \$ 3,000,000.

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

Fulton County Department of Arts & Culture as Additional Insured.

Contract Number: SWC #99999-SPD-0000136-0008 Temporary Staffing.

**CERTIFICATE HOLDER**
**CANCELLATION**

Fulton County Department of Arts & Culture  
 141 Pryor St. SW  
 Atlanta, GA. 30303

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

*Alfonza Hatcher*

ACORD 25 (2010/05)

© 1988-2010 ACORD CORPORATION. All rights reserved.  
 The ACORD name and logo are registered marks of ACORD

**EXHIBIT 3**

**GEORGIA SECURITY AND  
IMMIGRATION CONTRACTOR  
AFFIDAVIT**

## STATE OF GEORGIA

## COUNTY OF FULTON

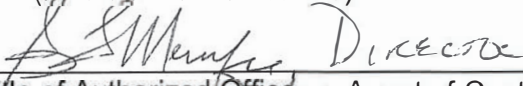
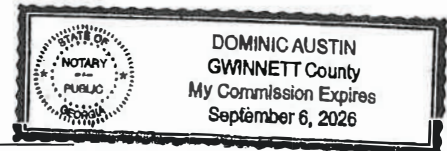
FORM 1: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT  
AND AGREEMENT

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 services<sup>1</sup> under a contract with **[insert name of prime contractor]** on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program<sup>2</sup> 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 Government**, 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 the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

121762

EEV/Basic Pilot Program\* User Identification Number

BY: Authorized Officer of Agent  
(Insert Contractor Name)
  
 Title of Authorized Officer or Agent of Contractor
Shawn P. MENECKER  
Printed Name of Authorized Officer or AgentSworn to and subscribed before me this 8th day of February, 2023Notary Public: County: GwinnettCommission Expires: 9-6-26

<sup>1</sup>O.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 (e.g., Fulton County) 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.

<sup>2</sup>\*[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].







# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 24-0129

**Meeting Date:** 2/21/2024

### Department

Behavioral Health and Development Disabilities

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

Request approval of a Memorandum of Understanding between Fulton County, the Fulton County Department of Behavioral Health and Developmental Disabilities (BHDD) and the Atlanta/Fulton County Prearrest Diversion Initiative, Inc. ("PAD") to continue providing financial support for delivery of pre-arrest diversion services in the amount of \$400,000.00 for the period January 1, 2024 to December 31, 2024.

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

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

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

Health and Human Services

### Commission Districts Affected

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

### Is this a purchasing item?

No

### Summary & Background

Fulton County through the Department of BHDD would like to continue providing resources for support and coordination of pre-arrest diversion services for adult participants. The Atlanta/Fulton County Policing Alternatives and Diversion Initiative (PAD) was developed in partnership with the City of Atlanta and Fulton County as a strategy to provide timely intervention and redirection for individuals experiencing substance addiction, mental health concerns, or extreme poverty. As a pre-

arrest program, PAD accepts diversion referrals from law enforcement at the time of the alleged crime, instead of post-booking and court involvement. This unique initiative allows our community to address behavioral health and quality of life concerns through case management and linkage to care and treatment, when otherwise the individual would have merely landed in jail. The people that cycle through our jails are people who the system has failed. They are the people that other diversion programs often reject - those with prior convictions, with pending cases or warrants, who have already gone through a diversion program, who cannot pay for the cost of pre-trial intervention, who are homeless, or who do not pass random drug screens. As a result, these people fall through the cracks. They spend more time in jail, frequently recidivate, and do not receive treatment for underlying mental health and addiction problems. Through law enforcement diversion and intensive care navigation, PAD creates a unique and necessary pathway for these individuals to connect to county and city services. FY 2024 funding will support the following KPIs: 1) provide emergency shelter to 400 people annually; 2) provide 3 months of temporary housing to 60 people annually; 3) provide 4 weeks of transportation assistance to 300 people annually; 4) Provide cell phones and cell phone service to 60 people annually; 5) provide 3 months of food assistance to 150 people annually; 6) provide clothing and PPE supplies to 250 people annually; and 7) provide personal identification and document assistance to 100 people annually.

**Scope of Work:**

Fulton County through the Department of BHDD would like to continue providing resources for support and coordination of pre-arrest diversion services for adult participants. The Atlanta/Fulton County Prearrest Diversion Initiative, Inc. ("PAD") was developed in partnership with the City of Atlanta and Fulton County as a strategy to provide timely intervention and redirection for individuals experiencing substance addiction, mental health concerns, or extreme poverty. As a pre-arrest program, PAD accepts diversion referrals from law enforcement at the time of the alleged crime, instead of post-booking and court involvement. This unique initiative allows our community to address behavioral health and quality of life concerns through case management and linkage to care and treatment, when otherwise the individual would have merely landed in jail. The people that cycle through our jails are people who the system has failed. They are the people that other diversion programs often reject - those with prior convictions, with pending cases or warrants, who have already gone through a diversion program, who cannot pay for the cost of pre-trial intervention, who are homeless, or who do not pass random drug screens. As a result, these people fall through the cracks. They spend more time in jail, frequently recidivate, and do not receive treatment for underlying mental health and addiction problems. Through law enforcement diversion and intensive care navigation, PAD creates a unique and necessary pathway for these individuals to connect to county and city services. FY 2024 funding will support the following KPIs: 1) provide emergency shelter to 400 people annually; 2) provide 3 months of temporary housing to 60 people annually; 3) provide 4 weeks of transportation assistance to 300 people annually; 4) Provide cell phones and cell phone service to 60 people annually; 5) provide 3 months of food assistance to 150 people annually; 6) provide clothing and PPE supplies to 250 people annually; and 7) provide personal identification and document assistance to 100 people annually.

**Community Impact:** Fulton County, through the Department of BHDD, desires for Atlanta/Fulton County PAD to continue to provide timely intervention and redirection for individuals experiencing substance addiction, mental health concerns, or extreme poverty.

**Department Recommendation:** The Fulton County Department of Behavioral Health and Developmental Disabilities recommends the approval of the Memorandum of Understanding.

**Project Implications:** The services described under the Scope of Work for this Contract shall be performed by the Atlanta/Fulton County Prearrest Diversion Initiative, Inc. for a total amount of \$400,000.00

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

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

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount			\$400,000.00
1st Renewal			\$.00
2 <sup>nd</sup> Renewal			\$.00
Extension #1			\$.00
Total Revised Amount			\$.00

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

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

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

## Contract Attached

Choose an item.

## Previous Contracts

Choose an item.

### **Total Contract Value**

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

### **Grant Information Summary**

Amount Requested:  
Match Required:  
Start Date:  
End Date:  
Match Account \$:

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

### **Fiscal Impact / Funding Source**

#### **Funding Line 1:**

100-755-8226-1160

#### **Funding Line 2:**

**2024 Proposal to  
Fulton County Department of Behavioral Health  
& Developmental Disabilities**

**Direct emergency services for people experiencing homelessness**

The PAD Initiative requests \$400,000 from the Fulton County Department of Behavioral Health & Developmental Disabilities for calendar year 2024. These funds will allow us to provide direct emergency services for people experiencing homelessness who are diverted from law enforcement contact and jail. PAD provides participants with care navigation/case management services, emergency respite shelter, MARTA cards, and food assistance.

PAD currently employs 15 care navigators who provide community-based case management to a caseload of between 25-50 people through weekly visits for as long an individual requires support. We use a person-centered, harm reduction approach, and work with each person to develop an individual service plan (ISP) that addresses the barriers they are facing and supports their personal goals, including connections to behavioral healthcare, medical care, income/benefits, and community supports. Our goal is to increase stability and wellness and reduce criminal justice system contact.

Approximately 90% of the individuals we serve are experiencing homelessness at the time of referral. In order to reduce the likelihood of arrest for criminal trespass or other related offenses, PAD provides emergency respite shelter, while identifying other temporary housing opportunities. For the period of January – August 2023 PAD enrolled 149 people into case management support, providing emergency respite shelter to a total of 112 participants. Other direct barrier reduction support provided to these participants included food, clothing, transportation, and documentation assistance.

Fulton County's continued support will improve the health and well-being of people who are experiencing homelessness, mental health concerns or problematic substance use in Fulton County. PAD will continue to leverage this investment as a part of its partnership with the Georgia Department of Behavioral Health and Developmental Disabilities which funds our street-based intensive case management program for people with severe mental illness who are unhoused. PAD's Street Wellness Enhancement & Engagement Team (SWEET) is staffed by three clinical advocates, three peer advocates and a clinical supervisor. The program also partners with Grady Hospital to provide 24/7 supportive services for PAD participants in emergency respite shelter, and supportive services for participants to access housing vouchers through the Atlanta Housing Authority (administered by Partners for HOME, Metro Atlanta's Continuum of Care organization for services addressing homelessness). By supporting PAD's efforts to provide emergency respite, food, transportation and other direct service support, Fulton County will continue to contribute to a multi-agency effort to reduce homelessness and incarceration among the County's most marginalized and vulnerable residents.





## Proposed Metrics

By December 2024, provide housing navigation to at least 400 unsheltered Fulton County citizens.

- Provide 4,167 nights of emergency respite shelter for unsheltered Fulton County citizens at a cost of \$223,227.
  - Provide temporary housing for unsheltered Fulton County citizens at a cost of \$107,204.
  - Provide move in assistance at a cost of \$3,127.
- By December 2024, provide direct support and care navigation to at least 300 Fulton County citizens.
  - By December 2024, provide 300 7-day and 600 round-trip MARTA cards to Fulton County citizens at a cost of \$11,022.
  - By December 2024, provide 760 grocery cards to Fulton County citizens at a cost of \$19,006.

## Proposed Budget

Category	Total
Emergency Housing	\$ 223,277
Temporary Housing	\$ 107,204
Move In Assistance	\$ 3,127
Barrier Reduction – Transportation	\$ 11,022
Barrier Reduction – Food	\$ 19,006
Operational Cost	\$ 36,364
<b>Total</b>	<b>\$ 400,000</b>

**MEMORANDUM OF UNDERSTANDING BETWEEN  
FULTON COUNTY, GEORGIA AND THE ATLANTA/FULTON COUNTY  
PREARREST DIVERSION INITIATIVE, INC. (PAD)**

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”)** is made and entered into upon all parties affixing their signatures on this document between **Fulton County, Georgia**, a political subdivision of the State of Georgia (“**Fulton County**”), by and through its **Department of Behavioral Health and Developmental Disabilities (“BHDD”)**, and **Atlanta/Fulton County Prearrest Diversion Initiative, Inc. (“PAD”)**, (hereinafter collectively referred to as the “Parties”).

**WHEREAS**, PAD is aimed at redirecting individuals out of the criminal justice system through the coordination of the Atlanta/Fulton County Law Enforcement Assisted Diversion Initiative; and

**WHEREAS**, PAD has received financial support from a number of governmental agencies and private donors; and

**WHEREAS**, PAD anticipates that the Law Enforcement Assisted Diversion (“LEAD”) initiative will reduce arrests and recidivism rates in Fulton County while providing social services to those suffering from mental illness, substance use disorders and extreme poverty; and

**WHEREAS**, PAD seeks funding to continue to hire staff and provide basic necessities to participants who are served; and

**WHEREAS**, Fulton County believes that reducing crime while providing services to citizens and individuals in need is to the benefit of all Fulton County residents; and

**WHEREAS**, the Parties agree that it is beneficial to work together to achieve synergies for success in the programs; and

**WHEREAS**, the Fulton County BHDD supports use of funds in their budget to support PAD; and

**WHEREAS**, the Parties deem it to be in the best interest of Fulton County citizens to enter into this MOU under the terms and conditions expressed.

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

**ARTICLE I. PURPOSE AND INTENT**

The purpose of this MOU between PAD and Fulton County, acting through the County’s BHDD, is to establish and formalize the obligations and responsibilities of the Parties in the amount of \$400,000.00 payable to PAD to fund the coordination of the Atlanta/Fulton County LEAD initiative, including diversion services and care navigation efforts.

1.1 PAD seeks to reduce criminal justice system involvement for people who have already had substantial contact with the criminal justice system; improve public safety and public health by improving neighborhood and participant quality of life through harm-reduction interventions; and advocate for new pathways for more appropriate service provisions. In 2024, PAD has the following objectives:

- **By December 2024**, provide housing navigation to at least 400 unsheltered Fulton County citizens.
  - Provide 4,167 nights of emergency respite shelter for unsheltered Fulton County citizens at a cost of \$223,227.
    - Provide temporary housing for unsheltered Fulton County citizens at a cost of \$107,204.
    - Provide move-in assistance at a cost of \$3,127.
- **By December 2024**, provide direct support and care navigations to at least 300 Fulton County citizens.
  - **By December 2024**, provide 300 7-day and 600 round-trip MARTA cards to Fulton County citizens at a cost of \$11,022.
  - **By December 2024**, provide 760 grocery cards to Fulton County citizens at a cost of \$19,006.

1.2 Neither this Agreement, nor any activities described herein, shall be construed as creating a legal partnership, joint venture, franchise, agency, or other such relationship, but instead a collaboration on programs to serve citizens in Fulton County in furtherance of the Parties' public purpose. No party shall have the right, power, or authority to obligate or bind the other party in any manner whatsoever, without the other party's prior written consent.

## **ARTICLE II. FUNDING AND USE OF THE FUNDS**

2.1 Upon approval by the Fulton County Board of Commissioners, Fulton County, through its County Department of BHDD, will reimburse PAD monthly for services provided until they reach the funding amount of Four Hundred Thousand and 00/100 Dollars (\$400,000.00) (the "Funding Amount"). The Funding Amount shall be allocated from the Fulton County BHDD General Fund Budget in the amount of \$400,000.

2.2 PAD shall use the Funding Amount provided by Fulton County solely for the items described above. PAD shall provide the Department of BHDD with accompanying documentation upon request.

2.3 In no event shall Fulton County be obligated for funding in excess of the Funding Amount.

## **ARTICLE III. REPORTING AND RESPONSIBILITY OF PAD**

In consideration for the Funding Amount, PAD shall have the following reporting and other responsibilities:

- 3.1 **Monthly Reports.** On or before 15<sup>th</sup> of the following month of the service provision, PAD shall provide to the Department of BHDD both a narrative report and a financial report of the progress of PAD in meeting the objectives herein for the period from contract execution until December 31, 2024.
- 3.2 **Quarterly Reports.** On or before the 15<sup>th</sup> of the following month of the quarter following the service provision (April, July, and October), PAD shall provide to the Department of BHDD both a narrative report and a financial report of the progress of PAD in meeting the objectives described herein for the period from contract execution until December 31, 2024.
- 3.3 **Mid-year Reports.** On or before July 15, 2024, PAD shall provide to the Department of BHDD both a narrative report and a financial report of the progress of PAD in meeting the objectives described herein for the period of January 1, 2024 until June 30, 2024.
- 3.4 **Annual Reports.** On or before January 15, 2024, PAD shall provide to the Department of BHDD both a narrative report and a financial report of the progress of PAD in meeting the objectives described herein for the period of January 1, 2024 until December 31, 2024.
- 3.5 **Financial Records.** PAD agrees to maintain and make available to the Department of BHDD, upon reasonable request, all of PAD financial records that are kept in the ordinary course of business. The Department of BHDD agrees that all requests shall be made in writing and to provide the PAD with a reasonable amount of time to respond to any such request for financial records.

#### **ARTICLE IV. TERM OF AGREEMENT**

This MOU shall expire on December 31, 2024. Notwithstanding anything contained herein, PAD's reporting obligations as set forth in Article 3.4 shall survive the expiration or termination of this MOU. Failure to abide by the reporting obligations may subject PAD to not qualify for any future funding at the sole discretion of Fulton County.

#### **ARTICLE V. TERMINATION/SUSPENSION OF WORK**

- 4.1 **Termination without Cause.** Notwithstanding anything contained herein to the contrary, Fulton County may terminate this MOU without cause by providing PAD with 60 (sixty) days written notice.
- 4.2 Upon termination of the MOU under this Article, the Parties shall arrange for a proper accounting and work plan for any obligations remaining under the terms of this MOU.
- 4.3 Nothing herein shall prevent Fulton County from immediately suspending PAD's performance of the work upon written notice.

## **ARTICLE VI. MODIFICATIONS**

This MOU may be modified at any time by written agreement of the Parties, with such modification being subject to approval by the governing bodies of the Parties.

## **ARTICLE VII. NOTICES**

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

Fulton County BHDD  
Attn: LaTrina Foster, LPC  
141 Pryor Street, SW  
Suite 1031  
Atlanta, Georgia 30303

With a concurrent copy to:  
Fulton County Attorney  
Office of the Fulton County Attorney  
141 Pryor Street, S.W.  
Suite 4038  
Atlanta, GA 30303

Atlanta/Fulton County Prearrest Diversion Initiative, Inc.  
Attn: Moki Macías  
236 Forsyth Street, SW  
Suite 200  
Atlanta, Georgia 30303

## **ARTICLE VIII. GENERAL PROVISIONS**

- 5.1 If any part of this MOU is found to be invalid or unenforceable, or is otherwise stricken, the rest of this MOU shall remain in full force and effect.
- 5.2 This MOU constitutes the entire MOU between the Parties. It supersedes any prior oral understandings between them with respect to the matters addressed herein.
- 5.3 Waiver of any term or condition of this MOU shall require an amendment that is subject to the approval of the Parties' respective governing bodies, and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term

or condition of this MOU. Nothing herein shall constitute or be considered a limitation upon or waiver of the Parties' rights under applicable law.

- 5.4 This MOU is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers, or interests in any third-party. Fulton County, including its respective officers, officials, employees, or agents, shall not be liable to third parties by any act or omission of the other party.
- 5.5 Nothing herein shall be construed as a waiver of Fulton County's sovereign immunity or any governmental immunity available to its officials, officers, employees, and agents.
- 5.6 This MOU shall be governed by the laws of the State of Georgia.
- 5.7 This MOU may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**FULTON COUNTY, GEORGIA**

**ATLANTA/FULTON COUNTY PREARREST  
DIVERSION INITIATIVE, INC.**

Approved:

Approved:

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

\_\_\_\_\_  
Moki Macías  
Executive Director  
Atlanta/Fulton County Prearrest Diversion  
Initiative, Inc.

Attest:

\_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

Approved as to Content:

\_\_\_\_\_  
LaTrina Foster, LPC, Director  
Fulton County BHDD

Approved as to Form:

\_\_\_\_\_  
Y. Soo Jo, County Attorney





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 24-0130

Meeting Date: 2/21/2024

### Department

Public Works

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

Request approval of the lowest responsible bidder - Department of Public Works, 23ITBC060923A-KM, Uniforms, and Accessories in an amount not to exceed \$125,000.00 with Jonah's Enterprises Inc, (Brooklyn, NY) to provide uniforms and accessories. Effective upon execution of the contract through December 31, 2024, with two renewal options.

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

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

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

Health and Human Services

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

**Summary & Background:** This contract was original awarded at the September 6, 2023 Board of Commissioners meeting, however the awarded Contractor refused to sign the contract. The original contract will be rescinded. The Department of Public Works recommends approval of the next lowest responsible bidder to provide uniforms and accessories.

**Scope of Work:** To provide uniforms and accessories to Public Works staff. Public Works employees are generally provided an annual allowance to purchase uniforms and other clothing accessories to be used in the course of the job and to allow for the general public to readily identify Public Works

employees.

**Community Impact:** It is important for Public Works work crews to be dressed consistently and professionally so that the general public can readily identify them while working on the water and wastewater infrastructure.

**Department Recommendation:** The Department of Public Works recommends approval.

**Project Implications:** Failure to procure these items will result in the public having difficulty identifying the workers as Fulton County employees.

**Community Issues/Concerns:** No issues/concerns have been made known to Public Works regarding this contract.

**Department Issues/Concerns:** No issues/concerns are known with this contract.

**Contract Modification:** New Procurement

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

**Contract Value:** \$125,000.00

**Prime Vendor:** Jonah's Enterprises, Inc  
**Prime Status:** Hispanic Male Business Enterprise  
**Location:** Brooklyn, NY  
**County:** Kings 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%

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

Exhibit 1: Tabulation Sheet

Exhibit 2: Department Recommendation Letter

Exhibit 3: Contractor Performance Report

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

David Clark, Director, Public Works - 404-612-2804

**Contract Attached**

No

**Previous Contracts**

No

### Total Contract Value

Original Approved Amount: \$0.00  
Previous Adjustments: \$0.00  
This Request: \$125,000.00  
TOTAL: \$125,000.00

### Grant Information Summary

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

### Fiscal Impact / Funding Source

#### Funding Line 1:

200-540-5601-1455: Airport, Public Works, Uniforms - \$2800.00 201-540-2112-1455: Water & Sewer Revenue, Public Works, Uniforms - \$4,000.00 201-540-5401-1455: Water & Sewer Revenue, Public Works, Uniforms - \$9,800.00 201-540-5420-1455: Water & Sewer Revenue, Public Works, Uniforms - \$2,000.00

#### Funding Line 2:

201-540-5451-1455: Water & Sewer Revenue, Public Works, Uniforms - \$7,700.00 201-540-5457-1455: Water & Sewer Revenue, Public Works, Uniforms - \$4,200.00 201-540-5459-1455: Water & Sewer Revenue, Public Works, Uniforms - \$25,000.00 201-540-5466-1455: Water & Sewer Revenue, Public Works, Uniforms - \$4,500.00

#### Funding Line 3:

201-540-5469-1455: Water & Sewer Revenue, Public Works, Uniforms - \$13,500.00 201-540-5477-1455: Water & Sewer Revenue, Public Works, Uniforms - \$900.00 201-540-5486-1455: Water & Sewer Revenue, Public Works, Uniforms - \$6,400.00 201-540-5488-1455: Water & Sewer Revenue, Public Works, Uniforms - \$5,100.00

#### Funding Line 4:

203-540-5453-1455: Water & Sewer R & E, Public Works, Uniforms - \$19,000.00 203-540-5482-1455: Water & Sewer R & E, Public Works, Uniforms - \$14,000.00 203-540-5483-1455: Water & Sewer R & E, Public Works, Uniforms - \$4,800.00 301-540-5403-1455: South Fulton Sub-District,

---

**Agenda Item No.:** 24-0130

**Meeting Date:** 2/21/2024

---

Public Works, Uniforms - \$1,300.00

<b>Key Contract Terms</b>	
<b>Start Date:</b> Upon BOC approval	<b>End Date:</b> 12/31/2024
<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b> Two options remain

**Overall Contractor Performance Rating:** New Vendor

**Would you select/recommend this vendor again?**

Choose an item.

**Report Period Start:**

N/A

**Report Period End:**

N/A



[illegible]



2019-2020-2021-2022-2023-2024-2025-2026-2027-2028-2029-2030-2031-2032-2033-2034-2035-2036-2037-2038-2039-2040-2041-2042-2043-2044-2045-2046-2047-2048-2049-2050-2051-2052-2053-2054-2055-2056-2057-2058-2059-2060-2061-2062-2063-2064-2065-2066-2067-2068-2069-2070-2071-2072-2073-2074-2075-2076-2077-2078-2079-2080-2081-2082-2083-2084-2085-2086-2087-2088-2089-2090-2091-2092-2093-2094-2095-2096-2097-2098-2099-2100-2101-2102-2103-2104-2105-2106-2107-2108-2109-2110-2111-2112-2113-2114-2115-2116-2117-2118-2119-2120-2121-2122-2123-2124-2125-2126-2127-2128-2129-2130-2131-2132-2133-2134-2135-2136-2137-2138-2139-2140-2141-2142-2143-2144-2145-2146-2147-2148-2149-2150-2151-2152-2153-2154-2155-2156-2157-2158-2159-2160-2161-2162-2163-2164-2165-2166-2167-2168-2169-2170-2171-2172-2173-2174-2175-2176-2177-2178-2179-2180-2181-2182-2183-2184-2185-2186-2187-2188-2189-2190-2191-2192-2193-2194-2195-2196-2197-2198-2199-2200-2201-2202-2203-2204-2205-2206-2207-2208-2209-2210-2211-2212-2213-2214-2215-2216-2217-2218-2219-2220-2221-2222-2223-2224-2225-2226-2227-2228-2229-2230-2231-2232-2233-2234-2235-2236-2237-2238-2239-2240-2241-2242-2243-2244-2245-2246-2247-2248-2249-2250-2251-2252-2253-2254-2255-2256-2257-2258-2259-2260-2261-2262-2263-2264-2265-2266-2267-2268-2269-2270-2271-2272-2273-2274-2275-2276-2277-2278-2279-2280-2281-2282-2283-2284-2285-2286-2287-2288-2289-2290-2291-2292-2293-2294-2295-2296-2297-2298-2299-2300-2301-2302-2303-2304-2305-2306-2307-2308-2309-2310-2311-2312-2313-2314-2315-2316-2317-2318-2319-2320-2321-2322-2323-2324-2325-2326-2327-2328-2329-2330-2331-2332-2333-2334-2335-2336-2337-2338-2339-2340-2341-2342-2343-2344-2345-2346-2347-2348-2349-2350-2351-2352-2353-2354-2355-2356-2357-2358-2359-2360-2361-2362-2363-2364-2365-2366-2367-2368-2369-2370-2371-2372-2373-2374-2375-2376-2377-2378-2379-2380-2381-2382-2383-2384-2385-2386-2387-2388-2389-2390-2391-2392-2393-2394-2395-2396-2397-2398-2399-2400-2401-2402-2403-2404-2405-2406-2407-2408-2409-2410-2411-2412-2413-2414-2415-2416-2417-2418-2419-2420-2421-2422-2423-2424-2425-2426-2427-2428-2429-2430-2431-2432-2433-2434-2435-2436-2437-2438-2439-2440-2441-2442-2443-2444-2445-2446-2447-2448-2449-2450-2451-2452-2453-2454-2455-2456-2457-2458-2459-2460-2461-2462-2463-2464-2465-2466-2467-2468-2469-2470-2471-2472-2473-2474-2475-2476-2477-2478-2479-2480-2481-2482-2483-2484-2485-2486-2487-2488-2489-2490-2491-2492-2493-2494-2495-2496-2497-2498-2499-2500-2501-2502-2503-2504-2505-2506-2507-2508-2509-2510-2511-2512-2513-2514-2515-2516-2517-2518-2519-2520-2521-2522-2523-2524-2525-2526-2527-2528-2529-2530-2531-2532-2533-2534-2535-2536-2537-2538-2539-2540-2541-2542-2543-2544-2545-2546-2547-2548-2549-2550-2551-2552-2553-2554-2555-2556-2557-2558-2559-2560-2561-2562-2563-2564-2565-2566-2567-2568-2569-2570-2571-2572-2573-2574-2575-2576-2577-2578-2579-2580-2581-2582-2583-2584-2585-2586-2587-2588-2589-2590-2591-2592-2593-2594-2595-2596-2597-2598-2599-2600-2601-2602-2603-2604-2605-2606-2607-2608-2609-2610-2611-2612-2613-2614-2615-2616-2617-2618-2619-2620-2621-2622-2623-2624-2625-2626-2627-2628-2629-2630-2631-2632-2633-2634-2635-2636-2637-2638-2639-2640-2641-2642-2643-2644-2645-2646-2647-2648-2649-2650-2651-2652-2653-2654-2655-2656-2657-2658-2659-2660-2661-2662-2663-2664-2665-2666-2667-2668-2669-2670-2671-2672-2673-2674-2675-2676-2677-2678-2679-2680-2681-2682-2683-2684-2685-2686-2687-2688-2689-2690-2691-2692-2693-2694-2695-2696-2697-2698-2699-2700-2701-2702-2703-2704-2705-2706-2707-2708-2709-2710-2711-2712-2713-2714-2715-2716-2717-2718-2719-2720-2721-2722-2723-2724-2725-2726-2727-2728-2729-2730-2731-2732-2733-2734-2735-2736-2737-2738-2739-2740-2741-2742-2743-2744-2745-2746-2747-2748-2749-2750-2751-2752-2753-2754-2755-2756-2757-2758-2759-2760-2761-2762-2763-2764-2765-2766-2767-2768-2769-2770-2771-2772-2773-2774-2775-2776-2777-2778-2779-2780-2781-2782-2783-2784-2785-2786-2787-2788-2789-2790-2791-2792-2793-2794-2795-2796-2797-2798-2799-2800-2801-2802-2803-2804-2805-2806-2807-2808-2809-2810-2811-2812-2813-2814-2815-2816-2817-2818-2819-2820-2821-2822-2823-2824-2825-2826-2827-2828-2829-2830-2831-2832-2833-2834-2835-2836-2837-2838-2839-2840-2841-2842-2843-2844-2845-2846-2847-2848-2849-2850-2851-2852-2853-2854-2855-2856-2857-2858-2859-2860-2861-2862-2863-2864-2865-2866-2867-2868-2869-2870-2871-2872-2873-2874-2875-2876-2877-2878-2879-2880-2881-2882-2883-2884-2885-2886-2887-2888-2889-2890-2891-2892-2893-2894-2895-2896-2897-2898-2899-2900-2901-2902-2903-2904-2905-2906-2907-2908-2909-2910-2911-2912-2913-2914-2915-2916-2917-2918-2919-2920-2921-2922-2923-2924-2925-2926-2927-2928-2929-2930-2931-2932-2933-2934-2935-2936-2937-2938-2939-2940-2941-2942-2943-2944-2945-2946-2947-2948-2949-2950-2951-2952-2953-2954-2955-2956-2957-2958-2959-2960-2961-2962-2963-2964-2965-2966-2967-2968-2969-2970-2971-2972-2973-2974-2975-2976-2977-2978-2979-2980-2981-2982-2983-2984-2985-2986-2987-2988-2989-2990-2991-2992-2993-2994-2995-2996-2997-2998-2999-3000-3001-3002-3003-3004-3005-3006-3007-3008-3009-3010-3011-3012-3013-3014-3015-3016-3017-3018-3019-3020-3021-3022-3023-3024-3025-3026-3027-3028-3029-3030-3031-3032-3033-3034-3035-3036-3037-3038-3039-3040-3041-3042-3043-3044-3045-3046-3047-3048-3049-3050-3051-3052-3053-3054-3055-3056-3057-3058-3059-3060-3061-3062-3063-3064-3065-3066-3067-3068-3069-3070-3071-3072-3073-3074-3075-3076-3077-3078-3079-3080-3081-3082-3083-3084-3085-3086-3087-3088-3089-3090-3091-3092-3093-3094-3095-3096-3097-3098-3099-3100-3101-3102-3103-3104-3105-3106-3107-3108-3109-3110-3111-3112-3113-3114-3115-3116-3117-3118-3119-3120-3121-3122-3123-3124-3125-3126-3127-3128-3129-3130-3131-3132-3133-3134-3135-3136-3137-3138-3139-3140-3141-3142-3143-3144-3145-3146-3147-3148-3149-3150-3151-3152-3153-3154-3155-3156-3157-3158-3159-3160-3161-3162-3163-3164-3165-3166-3167-3168-3169-3170-3171-3172-3173-3174-3175-3176-3177-3178-3179-3180-3181-3182-3183-3184-3185-3186-3187-3188-3189-3190-3191-3192-3193-3194-3195-3196-3197-3198-3199-3200-3201-3202-3203-3204-3205-3206-3207-3208-3209-3210-3211-3212-3213-3214-3215-3216-3217-3218-3219-3220-3221-3222-3223-3224-3225-3226-3227-3228-3229-3230-3231-3232-3233-3234-3235-3236-3237-3238-3239-3240-3241-3242-3243-3244-3245-3246-3247-3248-3249-3250-3251-3252-3253-3254-3255-3256-3257-3258-3259-3260-3261-3262-3263-3264-3265-3266-3267-3268-3269-3270-3271-3272-3273-3274-3275-3276-3277-3278-3279-3280-3281-3282-3283-3284-3285-3286-3287-3288-3289-3290-3291-3292-3293-3294-3295-3296-3297-3298-3299-3300-3301-3302-3303-3304-3305-3306-3307-3308-3309-3310-3311-3312-3313-3314-3315-3316-3317-3318-3319-3320-3321-3322-3323-3324-3325-3326-3327-3328-3329-3330-3331-3332-3333-3334-3335-3336-3337-3338-3339-3340-3341-3342-3343-3344-3345-3346-3347-3348-3349-3350-3351-3352-3353-3354-3355-3356-3357-3358-3359-3360-3361-3362-3363-3364-3365-3366-3367-3368-3369-3370-3371-3372-3373-3374-3375-3376-3377-3378-3379-3380-3381-3382-3383-3384-3385-3386-3387-3388-3389-3390-3391-3392-3393-3394-3395-3396-3397-3398-3399-3400-3401-3402-3403-3404-3405-3406-3407-3408-3409-3410-3411-3412-3413-3414-3415-3416-3417-3418-3419-3420-3421-3422-3423-3424-3425-3426-3427-3428-3429-3430-3431-3432-3433-3434-3435-3436-3437-3438-3439-3440-3441-3442-3443-3444-3445-3446-3447-3448-3449-3450-3451-3452-3453-3454-3455-3456-3457-3458-3459-3460-3461-3462-3463-3464-3465-3466-3467-3468-3469-3470-3471-3472-3473-3474-3475-3476-3477-3478-3479-3480-3481-3482-3483-3484-3485-3486-3487-3488-3489-3490-3491-3492-3493-3494-3495-3496-3497-3498-3499-3500-3501-3502-3503-3504-3505-3506-3507-3508-3509-3510-3511-3512-3513-3514-3515-3516-3517-3518-3519-3520-3521-3522-3523-3524-3525-3526-3527-3528-3529-3530-3531-3532-3533-3534-3535-3536-3537-3538-3539-3540-3541-3542-3543-3544-3545-3546-3547-3548-3549-3550-3551-3552-3553-3554-3555-3556-3557-3558-3559-3560-3561-3562-3563-3564-3565-3566-3567-3568-3569-3570-3571-3572-3573-3574-3575-3576-3577-3578-3579-3580-3581-3582-3583-3584-3585-3586-3587-3588-3589-3590-3591-3592-3593-3594-3595-3596-3597-3598-3599-3600-3601-3602-3603-3604-3605-3606-3607-3608-3609-3610-3611-3612-3613-3614-3615-3616-3617-3618-3619-3620-3621-3622-3623-3624-3625-3626-3627-3628-3629-3630-3631-3632-3633-3634-3635-3636-3637-3638-3639-3640-3641-3642-3643-3644-3645-3646-3647-3648-3649-3650-3651-3652-3653-3654-3655-3656-3657-3658-3659-3660-3661-3662-3663-3664-3665-3666-3667-3668-3669-3670-3671-3672-3673-3674-3675-3676-3677-3678-3679-3680-3681-3682-3683-3684-3685-3686-3687-3688-3689-3690-3691-3692-3693-3694-3695-3696-3697-3698-3699-3700-3701-3702-3703-3704-3705-3706-3707-3708-3709-3710-3711-3712-3713-3714-3715-3716-3717-3718-3719-3720-3721-3722-3723-3724-3725-3726-3727-3728-3729-3730-3731-3732-3733-3734-3735-3736-3737-3738-3739-3740-3741-3742-3743-3744-3745-3746-3747-3748-3749-3750-3751-3752-3753-3754-3755-3756-3757-3758-3759-3760-3761-3762-3763-3764-3765-3766-3767-3768-3769-3770-3771-3772-3773-3774-3775-3776-3777-3778-3779-3780-3781-3782-3783-3784-3785-3786-3787-3788-3789-3790-3791-3792-3793-3794-3795-3796-3797-3798-3799-3800-3801-3802-3803-3804-3805-3806-3807-3808-3809-3810-3811-3812-3813-3814-3815-3816-3817-3818-3819-3820-3821-3822-3823-3824-3825-3826-3827-3828-3829-3830-3831-3832-3833-3834-3835-3836-3837-3838-3839-3840-3841-3842-3843-3844-3845-3846-3847-3848-3849-3850-3851-3852-3853-3854-3855-3856-3857-3858-3859-3860-3861-3862-3863-3864-3865-3866-3867-3868-3869-3870-3871-3872-3873-3874-3875-3876-3877-3878-3879-3880-3881-3882-3883-3884-3885-3886-3887-3888-3889-3890-3891-3892-3893-3894-3895-3896-3897-3898-3899-3900-3901-3902-3903-3904-3905-3906-3907-3908-3909-3910-3911-3912-3913-3914-3915-3916-3917-3918-3919-3920-3921-3922-3923-3924-3925-3926-3927-3928-3929-3930-3931-3932-3933-3934-3935-3936-3937-3938-3939-3940-3941-3942-3943-3944-3945-3946-3947-3948-3949-3950-3951-3952-3953-3954-3955-3956-3957-3958-3959-3960-3961-3962-3963-3964-3965-3966-3967-3968-3969-3970-3971-3972-3973-3974-3975-3976-3977-3978-3979-3980-3981-3982-3983-3984-3985-3986-3987-3988-3989-3990-3991-3992-3993-3994-3995-3996-3997-3998-3999-4000-4001-4002-4003-4004-4005-4006-4007-4008-4009-4010-4011-4012-4013-4014-4015-4016-4017-4018-4019-4020-4021-4022-4023-4024-4025-4026-4027-4028-4029-4030-4031-4032-4033-4034-4035-4036-4037-4038-4039-4040-4041-4042-4043-4044-4045-4046-4047-4048-4049-4050-4051-4052-4053-4054-4055-4056-4057-4058-4059-4060-4061-4062-4063-4064-4065-4066-4067-4068-4069-4070-4071-4072-4073-4074-4075-4076-4077-4078-4079-4080-4081-4082-4083-4084-4085-4086-4087-4088-4089-4090-4091-4092-4093-4094-4095-4096-4097-4098-4099-4100-4101-4102-4103-4104-4105-4106-4107-4108-4109-4110-4111-4112-4113-4114-4115-4116-4117-4118-4119-4120-4121-4122-4123-4124-4125-4126-4127-4128-4129-4130-4131-4132-4133-4134-4135-4136-4137-4138-4139-4140-4141-4142-4143-4144-4145-4146-4147-4148-4149-4150-4151-4152-4153-4154-4155-4156-4157-4158-4159-4160-4161-4162-4163-4164-4165-4166-4167-4168-4169-4170-4171-4172-4173-4174-4175-4176-4177-4178-4179-4180-4181-4182-4183-4184-4185-4186-4187-4188-4189-4190-4191-4192-4193-4194-4195-4196-4197-4198-4199-4200-4201-4202-4203-4204-4205-4206-4207-4208-4209-4210-4211-4212-4213-4214-4215-4216-4217-4218-4219-4220-4221-4222-4223-4224-4225-4226-4227-4228-4229-4230-4231-4232-4233-4234-4235-4236-4237-4238-4239-4240-4241-4242-4243-4244-4245-4246-4247-4248-4249-4250-4251-4252-4253-4254-4255-4256-4257-4258-4259-4260-4261-4262-4263-4264-4265-4266-4267-4268-4269-4270-4271-4272-4273-4274-4275-4276-4277-4278-4279-4280-4281-4282-4283-4284-4285-4286-4287-4288-4289-4290-4291-4292-4293-4294-4295-4296-4297-4298-4299-4300-4301-4302-4303-4304-4305-4306-4307-4308-4309-4310-4311-4312-4313-4314-4315-4316-4317-4318-4319-4320-4321-4322-4323-4324-4325-4326-4327-4328-4329-4330-4331-4332-4333-4334-4335-4336-4337-4338-4339-4340-4341-4342-4343-4344-4345-4346-4347-4348-4349-4350-4351-4352-4353-4354-4355-4356-4357-4358-4359-4360-4361-4362-4363-4364-4365-4366-4367-4368-4369-4370-4371-4372-4373-4374-4375-4376-4377-4378-4379-4380-4381-4382-4383-4384-4385-4386-4387-4388-4389-4390-4391-4392-4393-4394-4395-4396-4397-4398-4399-4400-4401-4402-4403-4404-4405-4406-4407-4408-4409-4410-4411-4412-4413-4414-4415-4416-4417-4418-4419-4420-4421-4422-4423-4424-4425-4426-4427-4428-4429-4430-4431-4432-4433-4434-4435-4436-4437-4438-4439-4440-4441-4442-4443-4444-4445-4446-4447-4448-4449-4450-4451-4452-4453-4454-4455-4456-4457-4458-4459-4460-4461-4462-4463-4464-4465-4466-4467-4468-4469-4470-4471-4472-4473-4474-4475-4476-4477-4478-4479-4480-4481-4482-4483-4484-4485-4486-4487-4488-4489-4490-4491-4492-4493									
--	--	--	--	--	--	--	--	--	--

[illegible]

2019C000923-A-01 Uniforms and Accessories				VENDOR NAME		VENDOR NAME		VENDOR NAME		VENDOR NAME									
				Juniata Enterprises		Bridgeland Printing		Monsieur August Inc.											
				681 Lafferty Ave. in Bradford, NY 13123		10045 State Bridge Rd. Rd 47-1513		2770 Pennington Rd. ext. 105											
				TELEPHONE		TELEPHONE		TELEPHONE		TELEPHONE									
				CONTACT		CONTACT		CONTACT		CONTACT									
				Quantity		Quantity		Quantity		Quantity									
				UNIT \$		UNIT \$		UNIT \$		UNIT \$									
				TOTAL		TOTAL		TOTAL		TOTAL									
				QTY. UNIT \$		QTY. UNIT \$		QTY. UNIT \$		QTY. UNIT \$									
				ITEM DESCRIPTION		ITEM DESCRIPTION		ITEM DESCRIPTION		ITEM DESCRIPTION									
88	each	75	\$	34.40	\$	2,580.00	\$	1216.00	\$	9,448.00	\$	20.70	\$	2,000.00	\$	102.00	\$	7,728.00	\$
89	each	10	\$	37.10	\$	371.00	\$	-	\$	28.00	\$	280.00	\$	107.00	\$	1,070.00	\$	8,778.00	\$
90	each	75	\$	30.12	\$	2,259.00	\$	114.54	\$	8,574.00	\$	27.60	\$	2,070.00	\$	60.00	\$	7,468.00	\$
91	each	75	\$	32.60	\$	2,445.00	\$	38.00	\$	2,880.00	\$	35.00	\$	2,625.00	\$	102.00	\$	7,728.00	\$
92	each	10	\$	35.48	\$	354.80	\$	32.84	\$	2,403.00	\$	30.40	\$	2,280.00	\$	75.00	\$	5,970.00	\$
93	each	75	\$	31.72	\$	2,379.00	\$	37.13	\$	2,784.75	\$	33.55	\$	2,466.25	\$	84.00	\$	6,374.25	\$
94	each	50	\$	34.20	\$	1,710.00	\$	38.00	\$	1,900.00	\$	34.00	\$	1,700.00	\$	60.00	\$	4,800.00	\$
95	each	10	\$	45.00	\$	450.00	\$	32.04	\$	2,403.00	\$	29.00	\$	2,160.00	\$	70.00	\$	5,600.00	\$
96	each	2	\$	40.00	\$	80.00	\$	37.13	\$	648.00	\$	32.00	\$	400.00	\$	60.00	\$	1,200.00	\$
97	each	500	\$	10.00	\$	5,000.00	\$	-	\$	33.04	\$	12.50	\$	1,250.00	\$	19.00	\$	9,500.00	\$
98	each	100	\$	12.00	\$	1,200.00	\$	-	\$	13.50	\$	1,350.00	\$	10.00	\$	1,000.00	\$	5,000.00	\$
99	each	75	\$	31.40	\$	2,355.00	\$	59.27	\$	4,442.25	\$	23.00	\$	1,755.00	\$	50.00	\$	3,900.00	\$
100	each	50	\$	35.00	\$	1,750.00	\$	66.41	\$	6,641.00	\$	28.50	\$	2,850.00	\$	40.00	\$	3,200.00	\$
101	each	50	\$	39.00	\$	1,950.00	\$	-	\$	33.00	\$	1,650.00	\$	50.00	\$	5,000.00	\$	2,000.00	\$
102	each	75	\$	35.00	\$	2,625.00	\$	66.41	\$	4,980.75	\$	32.50	\$	2,437.50	\$	40.00	\$	3,200.00	\$
103	each	100	\$	40.00	\$	4,000.00	\$	66.41	\$	6,641.00	\$	37.00	\$	3,700.00	\$	50.00	\$	5,000.00	\$
104	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
105	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
106	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
107	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
108	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
109	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
110	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
111	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
112	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
113	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
114	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
115	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
116	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
117	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
118	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
119	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
120	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
121	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
122	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
123	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
124	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
125	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
126	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
127	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
128	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
129	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
130	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
131	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
132	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
133	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
134	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
135	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
136	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
137	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
138	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
139	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
140	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
141	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
142	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
143	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
144	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
145	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
146	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
147	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
148	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
149	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
150	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
151	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
152	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
153	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
154	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
155	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
156	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
157	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
158	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
159	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
160	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
161	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,400.00	\$
162	each	50	\$	44.04	\$	2,202.00	\$	-	\$	43.00	\$	2,150.00	\$	60.00	\$	5,400.00	\$	3,	

**DEPARTMENT OF PUBLIC WORKS  
INTEROFFICE MEMORANDUM**



**TO:** Felicia Strong-Whitaker, Purchasing  
**FROM:** David Clark, Director *DC*  
**DATE:** December 20, 2023  
**SUBJECT:** 23ITBC060923A-KM, Uniforms and Accessories  
RQS 030923-0564

---

On July 14, 2023, the Department of Purchasing opened the subject bid. There were five (5) responses. Onyx Ink, provided the lowest bid did not meet the specifications and increased prices after the bid closed.


Jonah's Enterprises Inc., provided the overall lowest responsive and responsible bid.

The Department of Public Works is recommending award to the overall lowest responsive and responsible bidder, Jonah Enterprises, in the amount not to exceed \$125,000.00.

cc: Gerald Pace, Deputy Director, Administration, Public Works  
Andrenette Whitlow, Material Management Mgr., Public Works  
Khalid Ahmad, Material Management Mgr., Public Works  
Brian Jones, Chief Assistant Purchasing Agent, Purchasing

**DEPARTMENT OF PUBLIC WORKS  
INTEROFFICE MEMORANDUM**



**TO:** Felicia Strong-Whitaker, Purchasing  
**FROM:** David Clark, Director   
**DATE:** December 19, 2023  
**SUBJECT:** Contractor Performance Memo

---

The Contractor listed below has not provided services to or for the Fulton County Department of Public Works.

**Project:** Uniform and Accessories  
**Project #:** 23ITBC060923A-KM  
**Contractor:** Jonah's Enterprises Inc.  
652 Lefferts Ave.  
Brooklyn, NY 11203

If you require additional information, please contact David Clark 404-612-2804.

cc: Gerald Pace, Deputy Director, Administration, Public Works  
Andrenette Whitlow, Material Management Manager, Public Works  
Brian Jones, Chief Assistant Purchasing Agent, Purchasing







# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 24-0131

Meeting Date: 2/21/2024

### Department

Public Works

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

Request approval to extend an existing contract - Department of Public Works, FAA Contract DTFAWA-15-C000018, Air Traffic Control Services - Night Coverage at Fulton County Executive Airport - Charlie Brown Field, in an amount not to exceed \$73,567.71 with Robinson Aviation, Inc. (RVA) (Oklahoma, OK), to provide air traffic control night coverage services at Fulton County Executive Airport - Charlie Brown Field for an additional three month period effective March 31, 2024, through June 30, 2024.

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

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

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

Infrastructure and Economic Development

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

**Summary & Background:** The County utilizes the Federal Aviation Administration (FAA) contract to provide air traffic control night coverage services at Fulton County Executive Airport and the contract is currently being re-solicited by the FAA and the current contract has been extended until a new award is made. We anticipate that the FAA will be issuing a new contract for service in the second quarter of 2024. However, until a new award is made, the County must continue to extend

the contract to provide air traffic control services. Once the FAA awards and executes a new contract, a separate agenda item will be presented for BOC.

**Scope of Work:** The air traffic control tower located at the Fulton County Executive Airport - Charlie Brown Field is manned by air traffic controllers 24 hours a day to serve general aviation aircraft landing and taking off from the Airport. The Federal Aviation Administration (FAA) contracts directly with Robinson Aviation, Inc. (RVA) to provide 16 hours of daytime air traffic control services through contract #DTFAWA-15 C000019. Fulton County is responsible for covering the cost of the 8 hours of overnight coverage under this contract.

This request is to extend the contract for the period of March 31, 2024, through June 30, 2024, to ensure uninterrupted nighttime coverage at Fulton County Executive Airport - Charlie Brown Field.

**Community Impact:** No impacts are anticipated within the community based on this contract extension.

**Department Recommendation:** The Department of Public Works recommends approval.

**Project Implications:** The FAA assures the Air Traffic Control Tower provides safe, orderly, and expeditious movement of air traffic in the vicinity of and on the movement area of the Fulton County Executive Airport - Charlie Brown Field. The Airport Enterprise Fund has traditionally paid the added costs associated with night coverage to allow for 24-hour coverage at the airport. No other metro Atlanta airport, apart from Hartsfield-Jackson, provides 24-hour coverage at their control towers.

**Community Issues/Concerns:** None has been raised to Public Works staff.

**Department Issues/Concerns:** The department has no issues or concerns if the current contract can be extended while we await the new vendor from the FAA's selection process later in 2024.

### Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	15-0987	11/4/2015	\$205,680.00
1 <sup>st</sup> Renewal	16-1114	12/7/2016	\$209,793.60
2 <sup>nd</sup> Renewal	17-0748	9/13/2017	\$213,989.47
3 <sup>rd</sup> Renewal	18-0747	10/17/2018	\$220,409.15
Amendment No. 1	19-0084	2/6/2019	\$10,973.85
4 <sup>th</sup> Renewal	19-0902	11/6/2019	\$241,493.00
Extension No. 1	20-0765	10/21/2020	\$280,881.00
Extension No. 2	21-0973	12/1/2021	\$252,936.00
Extension No. 3	22-0880	11/16/2022	\$258,456.00
90 Day Extension	102-364	1/1/2024	\$64,614.00
<b>Extension No. 4</b>			<b>\$73,567.71</b>

Total Revised Amount			\$2,032,793.78
----------------------	--	--	----------------

**Contract & Compliance Information** *(Provide Contractor and Subcontractor details.)***Contract Value:** \$73,567.71**Prime Vendor:** Robinson Aviation, Inc., RVA**Prime Status:** Non-Minority**Location:** Oklahoma City, OK**County:** Oklahoma County**Prime Value:** \$13,977.86 or 19.00%**Subcontractor:** C12 Aviation, Inc.**Subcontractor Status:** African American Female Business Enterprise- Non-Certified**Location:** Dunwoody, GA**County:** DeKalb County**Contract Value:** \$59,589.84 or 81.00%**Total Contract Value:** \$73,567.71 or 100.00%**Total M/FBE Value:** \$59,589.84 or 81.00%**Exhibits Attached** *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Extension No. 4 to Form of Contract

Exhibit 2: Contractor Performance Report

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

Jonathan Gauthier, Airport Manager, Public Works 404-613-4203

**Contract Attached**

Yes

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$205,680.00

Previous Adjustments: \$1,753,546.07

This Request: \$73,567.71

TOTAL: \$2,032,793.78

**Grant Information Summary**Amount Requested: ☐ Cash

---

**Agenda Item No.:** 24-0131

**Meeting Date:** 2/21/2024

---

Match Required:

Start Date:

End Date:

Match Account \$:

☐ In-Kind

☐ Approval to Award

☐ Apply & Accept

## **Fiscal Impact / Funding Source**

### **Funding Line 1:**

200-540-5601-1160: Airport, Public Works, Professional Services - \$73,567.71

<b>Key Contract Terms</b>	
<b>Start Date:</b> 3/31/2024	<b>End Date:</b> 6/30/2024
<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b> N

**Overall Contractor Performance Rating:** 4.00

**Would you select/recommend this vendor again?**

Yes

**Report Period Start:**  
1/1/2024

**Report Period End:**  
2/1/2024

#### **EXTENSION NO. 4 TO FORM OF CONTRACT**

Contractor: Robinson Aviation, Inc. (RVA)  
Contract No. FAA Contract #DTFAWA-15-C000018  
Address: 1601 Northwest Expressway, Suite 850  
City, State Oklahoma City, OK 73118  
Telephone: 405-840-3771  
E-mail: [keren.mclendon@rvainc.com](mailto:keren.mclendon@rvainc.com)  
Contact: Keren Williams McLendon  
President / CEO

#### **W I T N E S S E T H**

WHEREAS, Fulton County ("County") entered into a Contract with Robinson Aviation, Inc. to provide air traffic control night coverage services at Fulton County Executive Airport – Charlie Brown Field, dated November 4, 2015, on behalf of the Department of Public Works and said contract has been renewed on four previous occasions and extended three times; and

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

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

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

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

This Extension No. 4 to Form of Contract is effective as of the 31<sup>st</sup> day of March 2024, between Fulton County and Robinson Aviation, Inc. who agree that all Services specified will be performed in accordance with this Extension No. 4 to Form of Contract and the Contract Documents for an additional three-month period with the contract ending as of 30<sup>th</sup> day of June 2024.

1. **COMPENSATION:** The services herein shall be performed by Contractor for an amount not to exceed \$73,567.71 (Seventy-Three Thousand Five Hundred and Sixty-Seven Dollars and Seventy-One Cents).
3. **LIABILITY OF COUNTY:** This Extension No. 4 to Form of Contract shall not

become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.

4. **EFFECT OF EXTENSION NO. 4 TO FORM OF CONTRACT:** Except as modified by this Extension No. 4 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

**[INTENTIONALLY LEFT BLANK]**



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

OWNER:

**FULTON COUNTY, GEORGIA**

CONSULTANT:

**ROBINSON AVIATION, INC.**

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Keren Williams McLendon  
President / CEO

ATTEST:

\_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
Secretary/  
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

\_\_\_\_\_  
Office of the County Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Notary Public

County: \_\_\_\_\_

\_\_\_\_\_  
David Clark, Director  
Department of Public Works

Commission Expires: \_\_\_\_\_

(Affix Notary Seal)

ITEM#: _____ RCS: _____ <b>RECESS MEETING</b>	ITEM#: _____ RM: _____ <b>REGULAR MEETING</b>
--	--




**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**PROFESSIONAL SERVICES**

Report Period Start	Report Period End	Contract Period Start	Contract Period End
Purchaser Order Number		Purchase Order Date	
Department			
Bid Number		Service Commodity	
Contractor			
<b>Performance Rating</b>			
0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.		
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.		
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.		
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied		
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.		
1. Quality of Goods/Services		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)	
	0		
	1		
	2		
	3		
	4		
2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)	
	0		
	1		
	2		
	3		
	4		

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
	0	
	1	
	2	
	3	
	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
	0	
	1	
	2	
	3	
	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
	0	
	1	
	2	
	3	
	4	

Overall Performance Rating		Date	
Would you select/recommend this vendor again?			
Rating completed by:			
Department Head Name:			
Department Head Signature			

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





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 24-0132

Meeting Date: 2/21/2024

### Department

Public Works

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

Request approval of the lowest responsible bidder - Department of Public Works, 23ITB458876A-KM, Small Water Meter Installation in an amount not to exceed \$620,000.00 with Jewel of the South Inc. (Conyers, GA), to provide small water meter installation services effective January 1, 2024, through December 31, 2024, with two renewal options.

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

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

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

Health and Human Services

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

**Summary & Background:** To provide small water meter installation services.

**Scope of Work:** The contract allows a private contractor to install and replace small water meters (under 2") as necessary for new water service customers and to achieve the Department's goals of maintaining system reliability and ensuring fiscal responsibility.

This type of contractual service has been found to serve the North Fulton area well. The Water Services Division, working with developers and commercial contractors, has been able to provide the timely installation of new water service through the small meter installation contract.

**Community Impact:** As part of continued development activity in North Fulton, there is a need to provide new water meter connections to serve developments from the existing water mains. Additionally, an increase in correct metering of small services has resulted in an increase in revenue and decreased unaccounted usage of water in the water system.

**Department Recommendation:** The Department of Public Works recommends approval.

**Project Implications:** The Small Meter installation contract provides for the installation of new service meters for new customers. The service provides for timely installation of small meter service while working with developers to note impact the development timetable.

**Community Issues/Concerns:** No community issues/concerns have been raised by constituents.

**Department Issues/Concerns:** The Department of Public Works does not have any issues or concerns with this contract award.

### **Contract Modification: New Procurement**

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

**Contract Value:** \$620,000.00

**Prime Vendor:** Jewel of the South  
**Prime Status:** African American Female Business Enterprise  
**Location:** Conyers, GA  
**County:** Rockdale County  
**Prime Value:** \$620,000.00 or 100.00%

**Total Contract Value:** \$620,000.00 or 100.00%

**Total Certified Value:** \$620,000.00 or 100.00%

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

Exhibit 1: Recommendation Award Memo

Exhibit 2: Bid Tabulation Sheet

Exhibit 3: New Vendor Memo

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

Nick Ammons, Deputy Director, 404-612-7530

### **Contract Attached**

---

**Agenda Item No.:** 24-0132

**Meeting Date:** 2/21/2024

---

No

### Previous Contracts

Yes

### Total Contract Value

Original Approved Amount: \$0.00  
Previous Adjustments: \$0.00  
This Request: \$620,000.00  
TOTAL: \$620,000.00

### Grant Information Summary

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

### Fiscal Impact / Funding Source

#### Funding Line 1:

203-540-5453-1160: Water & Sewer R & E, Public Works, Professional Services - \$620,000.00.

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: 2 renewal options remain

**Overall Contractor Performance Rating:** New Vendor

**Would you select/recommend this vendor again?**

Choose an item.

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



**DEPARTMENT OF PUBLIC WORKS  
INTEROFFICE MEMORANDUM**



**FULTON  
COUNTY**

**TO:** Felicia Strong-Whitaker, Purchasing  
**FROM:** David Clark, Director *DC*  
**DATE:** December 4, 2023  
**SUBJECT:** 23ITB458876A-KM, Small Water Meter Installation

---

On August 17, 2023, the Department of Purchasing opened the subject Invitation to Bid (ITB). There were four (4) responses. The K&E Group provided the overall lowest bid, but was assessed to be not responsible as the references provided a lack of experience in small water meter installation. Jewel of the South Inc. provided the overall lowest responsive and responsible bid.

Therefore, the Department of Public Works is recommending an award to the overall lowest responsive and responsible bidder, Jewel of the South Inc., in the amount of \$620,000.00.

If you require additional information, please contact David Clark at 404-612-2804.

cc: *NA* Nick Ammons, Deputy Director, Public Works  
Gerald Pace, Deputy Director, Administration, Public Works  
Brian Jones, Chief Assistant Purchasing Agent, Purchasing

23784689VIA-004 - Small Water Meter Installation	VENDOR NAME: 174 Duncan Circle Miami, Georgia 33141			VENDOR NAME: 3137 Dalview Way Atlanta, Georgia 30331			VENDOR NAME: 2175 West Park Court Suite 1 Stone Mountain, Georgia 30087			VENDOR NAME: 1548 Hwy 136, Ste 48 Coryville, Georgia 30013		
	VENDOR NAME: 174 Duncan Circle Miami, Georgia 33141			VENDOR NAME: 3137 Dalview Way Atlanta, Georgia 30331			VENDOR NAME: 2175 West Park Court Suite 1 Stone Mountain, Georgia 30087			VENDOR NAME: 1548 Hwy 136, Ste 48 Coryville, Georgia 30013		
	VENDOR NAME: 174 Duncan Circle Miami, Georgia 33141			VENDOR NAME: 3137 Dalview Way Atlanta, Georgia 30331			VENDOR NAME: 2175 West Park Court Suite 1 Stone Mountain, Georgia 30087			VENDOR NAME: 1548 Hwy 136, Ste 48 Coryville, Georgia 30013		
	VENDOR NAME: 174 Duncan Circle Miami, Georgia 33141			VENDOR NAME: 3137 Dalview Way Atlanta, Georgia 30331			VENDOR NAME: 2175 West Park Court Suite 1 Stone Mountain, Georgia 30087			VENDOR NAME: 1548 Hwy 136, Ste 48 Coryville, Georgia 30013		
	VENDOR NAME: 174 Duncan Circle Miami, Georgia 33141			VENDOR NAME: 3137 Dalview Way Atlanta, Georgia 30331			VENDOR NAME: 2175 West Park Court Suite 1 Stone Mountain, Georgia 30087			VENDOR NAME: 1548 Hwy 136, Ste 48 Coryville, Georgia 30013		
ITEM DESCRIPTION		UNIT	QTY	UNIT \$	TOTAL	CONTACT: Kemi Ingleton	UNIT \$	TOTAL	CONTACT: Sandra Pierre	UNIT \$	TOTAL	CONTACT: William Shannon
Installation of new 3/4" Service (Short Side)	Each		60	2700.00	\$ 162,000.00	550.00	\$ 33,000.00		2800.00	\$ 168,000.00	1,500.00	\$ 90,000.00
Installation of new 3/4" Service (Long Side)	Each		60	3000.00	\$ 180,000.00	1,250.00	\$ 75,000.00		3300.00	\$ 49,500.00	1,750.00	\$ 108,000.00
Installation of new 1" Service (Short Side)	Each		15	3300.00	\$ 49,500.00	650.00	\$ 9,750.00		3600.00	\$ 57,000.00	2,050.00	\$ 30,750.00
Installation of new 1" Service (Long Side)	Each		15	3500.00	\$ 52,500.00	1,350.00	\$ 20,250.00		4200.00	\$ 63,000.00	2,500.00	\$ 25,000.00
Installation of new 1 1/2" Service (Short Side)	Each		10	6000.00	\$ 60,000.00	750.00	\$ 7,500.00		4200.00	\$ 21,000.00	3,000.00	\$ 15,000.00
Installation of new 1 1/2" Service (Long Side)	Each		10	7000.00	\$ 70,000.00	1,450.00	\$ 14,500.00		4200.00	\$ 21,000.00	3,000.00	\$ 15,000.00
Installation of new 2" Service (Short Side)	Each		5	9000.00	\$ 45,000.00	850.00	\$ 4,250.00		4800.00	\$ 24,000.00	1,500.00	\$ 9,000.00
Installation of new 2" Service (Long Side)	Each		5	9800.00	\$ 49,000.00	1,650.00	\$ 8,250.00		4800.00	\$ 24,000.00	1,500.00	\$ 9,000.00
Replacement of 3/4" Meter	Each		5	100.00	\$ 500.00	709.12	\$ 3,545.62		4800.00	\$ 24,000.00	850.00	\$ 4,250.00
Replacement of 1" Meter	Each		5	140.00	\$ 700.00	709.12	\$ 3,545.62		4800.00	\$ 24,000.00	1,000.00	\$ 5,000.00
Replacement of 1 1/2" Meter	Each		5	950.00	\$ 4,750.00	709.12	\$ 3,545.62		4800.00	\$ 24,000.00	1,250.00	\$ 6,250.00
Replacement of 2" Meter	Each		5	600.00	\$ 3,000.00	709.12	\$ 3,545.62		4800.00	\$ 24,000.00	1,500.00	\$ 7,500.00
Replace 3/4" Short Service	Each		5	2700.00	\$ 13,500.00	529.16	\$ 2,645.82		4800.00	\$ 24,000.00	1,350.00	\$ 6,750.00
Replace 3/4" Long Service	Each		5	3000.00	\$ 15,000.00	525.00	\$ 4,625.00		4800.00	\$ 24,000.00	1,500.00	\$ 7,500.00
Replace 1" Short Service	Each		5	3300.00	\$ 16,500.00	547.71	\$ 2,738.54		4800.00	\$ 24,000.00	1,600.00	\$ 8,000.00
Replace 1" Long Service	Each		5	3500.00	\$ 17,500.00	575.00	\$ 4,875.00		4800.00	\$ 24,000.00	1,800.00	\$ 9,000.00
Replace 1 1/2" Short Service	Each		5	6000.00	\$ 30,000.00	604.43	\$ 3,022.13		4800.00	\$ 24,000.00	2,300.00	\$ 11,500.00
Replace 1 1/2" Long Service	Each		5	7000.00	\$ 35,000.00	1,150.00	\$ 5,750.00		4800.00	\$ 24,000.00	2,550.00	\$ 12,750.00
Replace 2" Short Service	Each		5	9000.00	\$ 45,000.00	620.99	\$ 3,104.93		4800.00	\$ 24,000.00	2,800.00	\$ 14,000.00
Replace 2" Long Service	Each		5	9800.00	\$ 49,000.00	1,150.00	\$ 5,750.00		4800.00	\$ 24,000.00	3,300.00	\$ 16,500.00
Replace 3/4 & 1" Meter Box	Each		5	375.00	\$ 1,875.00	257.73	\$ 1,288.66		4800.00	\$ 24,000.00	1,050.00	\$ 5,250.00
Replace 1 1/2" and 2" Meter Box	Each		5	750.00	\$ 3,750.00	438.59	\$ 2,192.46		4800.00	\$ 24,000.00	1,250.00	\$ 6,250.00
Additional 3/4" copper service in excess of 15' short side	Linear Foot/Feet		50	38.00	\$ 1,900.00	33.97	\$ 1,698.72		4800.00	\$ 24,000.00	55.00	\$ 2,750.00
Additional 3/4" copper service in excess of 45' long side	Linear Foot/Feet		50	43.00	\$ 2,150.00	52.92	\$ 2,645.82		4800.00	\$ 24,000.00	60.00	\$ 3,000.00
Additional 1" copper service in excess of 15' short side	Linear Foot/Feet		250	40.00	\$ 10,000.00	35.78	\$ 8,945.21		4800.00	\$ 24,000.00	65.00	\$ 3,250.00
Additional 1" copper service in excess of 45' long side	Linear Foot/Feet		500	45.00	\$ 22,500.00	54.71	\$ 27,354.15		4800.00	\$ 24,000.00	70.00	\$ 35,000.00
Additional 1 1/2" copper service in excess of 15' short side	Linear Foot/Feet		50	50.00	\$ 2,500.00	43.16	\$ 2,158.00		4800.00	\$ 24,000.00	80.00	\$ 4,000.00
Additional 1 1/2" copper service in excess of 45' long side	Linear Foot/Feet		100	65.00	\$ 6,500.00	69.44	\$ 6,944.27		4800.00	\$ 24,000.00	85.00	\$ 8,500.00
Additional 2" copper service in excess of 15' short side	Linear Foot/Feet		50	60.00	\$ 3,000.00	43.16	\$ 2,187.83		4800.00	\$ 24,000.00	90.00	\$ 4,500.00
Additional 2" copper service in excess of 45' long side	Linear Foot/Feet		100	75.00	\$ 7,500.00	62.06	\$ 6,206.16		4800.00	\$ 24,000.00	95.00	\$ 9,500.00
Additional payment for Road cut vs Molding	Linear Foot/Feet		100	200.00	\$ 20,000.00	69.72	\$ 6,972.44		4800.00	\$ 24,000.00	24.00	\$ 2,400.00
Direct Cost 3/4" & 1" meter	Each		5	300.00	\$ 1,500.00	177.59	\$ 887.91		45.00	\$ 225.00	175.00	\$ 8,750.00

2317448976/A-08 - Small Water Meter Installation									
VENDOR NAME:		VENDOR NAME:		VENDOR NAME:		VENDOR NAME:		VENDOR NAME:	
VENDOR ADDRESS:		VENDOR ADDRESS:		VENDOR ADDRESS:		VENDOR ADDRESS:		VENDOR ADDRESS:	
174 Duncan Circle Miami Georgia 33141		3137 Dairview Way Alamit Georgia 30331		2171 West Park Court Suite 1 Stone Mountain Georgia 30087		1548 Hwy 136, Ste 48 Coryers Georgia 30013			
TELEPHONE:		TELEPHONE:		TELEPHONE:		TELEPHONE:		TELEPHONE:	
CONTACT: Mark Sutton		CONTACT: Kevin Ingleston		CONTACT: Sandra Pierce		CONTACT: William Shannon			
R & R Curb and Gutter	2000	60.00	\$ 12,000.00	15.00	\$ 3,000.00	45.00	\$ 9,000.00	60.00	\$ 12,000.00
R & R Conc Driveway	500	12.00	\$ 6,000.00	25.00	\$ 12,500.00	105.00	\$ 52,500.00	80.00	\$ 40,000.00
R & R Conc Sidewalk	1000	12.00	\$ 12,000.00	20.00	\$ 20,000.00	750.00	\$ 750,000.00	70.00	\$ 70,000.00
Payment Regular per Fulton County Standard	500	15.00	\$ 7,500.00	25.00	\$ 12,500.00	85.00	\$ 42,500.00	60.00	\$ 30,000.00
Milling & Paving	2000	12.00	\$ 24,000.00	20.00	\$ 40,000.00	38.00	\$ 76,000.00	75.00	\$ 150,000.00
Tree Man Crew	200	450.00	\$ 90,000.00	140.00	\$ 28,000.00	45.00	\$ 9,000.00	365.00	\$ 73,000.00
Tree Man Crew-Holiday	100	700.00	\$ 70,000.00	200.00	\$ 20,000.00	48.00	\$ 4,800.00	550.00	\$ 55,000.00
Traffic Control-Sld DOT Barrier	100	40.00	\$ 4,000.00	100.00	\$ 10,000.00	65.00	\$ 6,500.00	150.00	\$ 15,000.00
Traffic Control-MITC/D Bkt Safety Barrel	20	40.00	\$ 800.00	15.00	\$ 300.00	325.00	\$ 6,500.00	125.00	\$ 2,500.00
Traffic Control-Police Cones	10	150.00	\$ 1,500.00	75.00	\$ 750.00	45.00	\$ 450.00	75.00	\$ 750.00
Traffic Control-Orange Flare	40	100.00	\$ 4,000.00	150.00	\$ 1,500.00	175.00	\$ 7,000.00	50.00	\$ 2,000.00
Traffic Control-Electronic Message Board	40	160.00	\$ 7,200.00	20.00	\$ 800.00	75.00	\$ 3,000.00	75.00	\$ 3,000.00
Soil Dig Equipment and Operator	20	750.00	\$ 14,000.00	250.00	\$ 5,000.00	900.00	\$ 18,000.00	525.00	\$ 10,500.00
Soil Dig Equipment	20	100.00	\$ 2,000.00	175.00	\$ 3,500.00	175.00	\$ 3,500.00	150.00	\$ 3,000.00
SO2 Replacement	1000	3.00	\$ 3,000.00	3.00	\$ 3,000.00	6.00	\$ 6,000.00	6.00	\$ 6,000.00
GRAND TOTAL:		\$1,264,325.00		\$458,392.22		\$1,844,950.00		\$1,037,450.00	
BIDS MAILED:		NO RESPONSE:		ASSISTANT PURCHASING AGENT:					
BIDS RECEIVED:		NO BIDS:		CHIEF ASSISTANT:					
				DEPT. AUTHORIZATION:					

**DEPARTMENT OF PUBLIC WORKS  
INTEROFFICE MEMORANDUM**



**FULTON  
COUNTY**

**TO:** Felicia Strong-Whitaker, Purchasing  
**FROM:** David Clark, Director *DC*  
**DATE:** November 22, 2023  
**SUBJECT:** Contractor Performance Memo – 23ITB458876A-KM

---

The Contractor listed below has not provided this commodity to the Fulton County Public Works Department. We haven't had the opportunity to evaluate this vendor on their performance.

Project: Small Water Meter Installation

Project #: 23ITB458876A-KM

Contractor: Jewel of the South Inc.  
1540 Hwy 138 SE, Ste 4B  
Conyers, GA 30013  
(770) 679-5481

If you require additional information, please contact David Clark at 404-612-2804.

cc: *AS*

Nick Ammons, Deputy Director, Public Works  
Gerald Pace, Deputy Director, Administration, Public Works  
Andrenette Whitlow, Material Management Manager, Public Works  
Brian Jones, Chief Assistant Purchasing Agent, Purchasing





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 24-0133

Meeting Date: 2/21/2024

### Department

Public Works

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

Request approval of a recommended proposal - Department of Public Works, 23RFP140862K-CRB, Building Code Administration Services, Construction Management Services and Planning Services in an amount not to exceed \$185,709.50 with Nova Engineering and Environmental, LLC (Kennesaw, GA) to provide building code administration, construction management, and planning services associated with new development and redevelopment activity within the Fulton Industrial District area of unincorporated Fulton County. Effective March 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 the 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)*

Infrastructure and Economic Development

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

**Summary & Background:** This contract will provide building code administration services on an as needed basis for the five following functional areas: administration, inspections of commercial buildings, inspections of residential buildings, commercial plan review and residential plan review

**Scope of Work:** The contract allows for a consultant to provide building code administration, construction management, and planning services associated with new development and redevelopment activity within the Fulton Industrial District area of unincorporated Fulton County.

This contract provides construction management services for the following functional areas: Engineering Review for Land Development, Site Development/Infrastructure Inspections, and Municipal Separate Storm Sewer System (MS4) and Local Issuing Authority (LIA) Compliance and Program Administration. This contract ensures that all new development complies with Best Management Practices (BMPs), all county, state and federal soil and erosion controls standards and all appropriate rules and regulations governing development and construction as regulated by Fulton County. This contract will also ensure that all roadway and associated infrastructure improvements constructed within Fulton County rights-of-way and public easements meet county, state and federal standards. Finally, this contract will ensure that the state MS4 and Local Issuing Authority obligations of Fulton County are met.

The Planning and Zoning program ensures that growth is orderly and in conformance with the County's Comprehensive Plan, the Fulton County Zoning Resolution, and other state and federal ordinances and codes. Approval will allow the County to provide professional planning services as required by the State of Georgia's Zoning Procedures Law.

These services were budgeted for within the 2024 operating budget for the Fulton Industrial District.

**Community Impact:** This contract ensures that all new development and redevelopment activity within the Fulton Industrial District of unincorporated Fulton County will meet all necessary local, state, and federal requirements.

**Department Recommendation:** The Department of Public Works recommends approval.

**Project Implications:** Contracting these services will allow the Department of Public Works to provide broader, timelier, and more efficient services to our customers.

**Community Issues/Concerns:** There are no known community issues or concerns with the approval of this contract.

**Department Issues/Concerns:** The Department of Public Works does not have any concerns with the approval of this contract.

**Contract Modification:** This is a new procurement

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

**Contract Value:** \$185,709.50

**Prime Vendor:** Nova Engineering and Environmental, LLC

**Prime Status:** Non-Minority

**Location:** Kennesaw, GA

**County:** Cobb County

**Prime Value:** \$139,282.13 or 75.00%



**Subcontractor Vendor:** The Collaborative  
**Subcontractor Status:** African American Male Business Enterprise  
**Location:** Atlanta, GA  
**County:** Fulton County  
**Subcontractor Value:** \$46,427.38 or 25.00%

**Total Contract Value:** \$185,709.50 or 100.00%  
**Total Certified Value:** \$46,427.38 or 25.00%

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

Exhibit 1: Evaluation Committee Recommendation Letter

Exhibit 2: Performance Evaluation

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

David Clark, Director, Department of Public Works

**Contract Attached**

No

**Previous Contracts**

No

**Total Contract Value**

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$185,709.50
TOTAL:	\$185,709.50

**Grant Information Summary**

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

**Fiscal Impact / Funding Source**

**Funding Line 1:**

301-540-1252-1160: South Fulton Sub-Dist, Public Works, Professional Services - \$26,000

**Funding Line 2:**

301-540-1256-1160: South Fulton Sub-Dist, Public Works, Professional Services - \$50,000

**Funding Line 3:**

301-540-1257-1160: South Fulton Sub-Dist, Public Works, Professional Services - \$75,000

**Funding Line 4:**

203-540-5453-1160: Water & Sewer R&E, Public Works, Professional Services - \$34,709.50

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

**Overall Contractor Performance Rating:** 82

**Would you select/recommend this vendor again?**

Yes

**Report Period Start:**  
1/1/2023

**Report Period End:**  
6/30/2023



## INTEROFFICE MEMORANDUM

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

**FROM:** Evaluation Committee Recommendation Letter

**DATE:** January 18, 2023

**PROJECT:** 23RFP140862K-CRB - Building Code Administration Services,  
Construction Management Services and Planning Services

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

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

1. Bureau Veritas North America, Inc.
2. Nova Engineering and Environmental, LLC

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 **Nova Engineering & Environmental, LLC** with a total score of **80.42%**, is the recommended vendor for the award of **23RFP140862K-CRB – Building Code Administration Services, Construction Management Services and Planning Services.**

## Evaluation Committee Recommendation Letter

January 18, 2024

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:

*David Clark*

65CE1C9FDD834B8...

David Clark, Director  
Public Works Department

DocuSigned by:

*Wyvern Budram*

264C50E590B540E...

Wyvern Budram, Traffic Operations Manager  
Public Works Department

DocuSigned by:

*Adriana Bustillos Lefkowitz*

D24392D584DA4C4...

Adriana Bustillos, Engineering Administrator  
Public Works Department

## Performance Evaluation Details

<b>ID</b>	E1
<b>Project</b>	Building Code Administration Services, Const.
<b>Project Number</b>	20RFP126602K-BKJ
<b>Supplier</b>	NOVA Engineering & Environmental
<b>Supplier Project Contact</b>	Audra Sabin (preferred language: English)
<b>Performance Program</b>	Professional Services
<b>Evaluation Period</b>	01/01/2023 to 06/30/2023
<b>Effective Date</b>	08/31/2023
<b>Evaluation Type</b>	Formal
<b>Interview Date</b>	Not Specified
<b>Expectations Meeting Date</b>	Not Specified
<b>Status</b>	Completed
<b>Publication Date</b>	08/31/2023 03:11 PM EDT
<b>Completion Date</b>	08/31/2023 03:11 PM EDT
<b>Evaluation Score</b>	82



1/26/2024

### Related Documents

There are no documents associated with this Performance Evaluation

## OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range  
Outstanding = 90-100%  
Excellent = 80-89%  
Satisfactory = 70-79%  
Needs Improvement = 50-69%  
Unsatisfactory = -50%

### PROJECT MANAGEMENT

17/20

Rating

<b>Excellent:</b> Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments

*Not Specified*

### SCHEDULE

14/20

Rating

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

Comments

Most reports and inspections are done timely. Occasional delays have been noticed and when pointed out quickly corrected.

### QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

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

Comments

Reports and inspections are thorough and meets our expectations.

### COMMUNICATIONS AND CO-OPERATION

17/20

Rating

<b>Excellent:</b> Co-operative and timely response to the User Department concerns.

Comments

Calls and emails are promptly returned.

### OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

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

Comments

*Not Specified*

### GENERAL COMMENTS

Comments

*Not Specified*







# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 24-0134

Meeting Date: 2/21/2024

### Department

Police

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

Request approval to increase the spending authority - Police Department, 23RFP139745B-EC, Armed and Unarmed Security Services in an amount not to exceed \$3,839,243.00 with Universal Protection Services dba Allied Security Services (Atlanta, GA) to provide armed and unarmed security services for Registration and Election. Effective upon BOC approval.

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

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

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

Justice and Safety

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

**Summary & Background:** This request is to increase the spending authority for Election security services for the Department of Registration and Elections for the following elections:

Advanced Voting  
March 12, 2024

February 19 - March 8, 2024  
Presidential Preference Primary

36 locations  
180 Precincts

Advanced Voting May 21, 2024	April 29 - May 17, 2024 Primary Election	36 locations 180 Precincts
Advanced Voting June 18, 2024	June 8 - June 14, 2024 Primary Run-Off	36 locations 180 Precincts
Advanced Voting November 5, 2024	October 14 - November 1, 2024 General Election	36 locations 180 Precincts
Advanced Voting December 3, 2024	November 23 - November 29, 2024 General Run-Off Election	36 locations 180 Precincts

**Scope of Work:** The contractor is always required to provide and maintain an adequate number of properly trained personnel and an adequate quantity of necessary supplies and equipment to ensure the full and timely performance of the obligations and function of this contract.

**Community Impact:** Provide a safe and secure environment for our employees, customers, and community.

**Department Recommendation:** The Police Department recommends approval.

**Project Implications:** Maintain security coverage for various County facilities.

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

**Department Issues/Concerns:** To provide a safe and secure environment for our employees, customers, and community.

**Contract Modification:**

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0829	11/15/2023	\$7,200,000
Amendment No. 1			\$3,839,243
Total Revised Amount			\$11,039,243

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

**Contract Value:** \$3,839,243.00

**Prime Vendor:** Universal Protection Services dba Allied Security Services  
**Prime Status:** Non-Minority  
**Location:** Atlanta, GA  
**County:** Fulton County  
**Prime Value:** \$3,416,926.27 or 89.00%

---

**Agenda Item No.:** 24-0134

**Meeting Date:** 2/21/2024

---

**Subcontractor Vendor:** Safeguard Security Solutions, LLC  
**Subcontractor Status:** African American Female Business Enterprise  
**Location:** Stockbridge, GA  
**County:** Henry County  
**Subcontractor Value:** \$422,316.73 or 11.00%  
  
**Total Contract Value:** \$3,839,243 or 100.00%  
**Total Certified Value:** \$422,316.73 or 11.00%

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

Exhibit 1: Contractor Performance Report

Exhibit 2: Amendment No. 1 to Form of Contract

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

W. Wade Yates, Chief of Police, Police, 404-613-5705

**Contract Attached**

No

**Previous Contracts**

Yes

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

Justice and Safety

**Commission Districts Affected**

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

**Is this a purchasing item?**

Yes

**Total Contract Value**

Original Approved Amount: \$7,200,000.00

Previous Adjustments: \$0.00

This Request: \$3,839,243.00  
TOTAL: \$11,039,243.00

### 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:

100-265-2656-1174, General Fund, Registration & Election, Presidential Pref Primary, Security Service, \$945,365

#### Funding Line 2:

100-265-2654-1174, General Fund, Registration & Election, Registration & Election - Primary, Security Service, \$945,365

#### Funding Line 3:

100-265-2655-1174, General Fund, Registration & Election, Registration & Election - Runoff, Security Service, \$501,574

#### Funding Line 4:

100-265-2653-1174, General Fund, Registration & Election, Registration & Election - General, Security Service, \$945,365

#### Funding Line 5:

100-265-2658-1174, General Fund, Registration & Election, Registration & Election - Runoff, Security Service, \$501,574

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

**Overall Contractor Performance Rating:** 3.6

**Would you select/recommend this vendor again?**

---

**Agenda Item No.:** 24-0134

**Meeting Date:** 2/21/2024

---

Yes

**Report Period Start:**  
10/1/2023

**Report Period End:**  
12/31/2023



**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

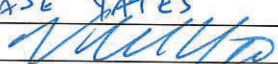
**CONTRACTORS PERFORMANCE REPORT**

**PROFESSIONAL SERVICES**

Report Period Start	Report Period End	Contract Period Start	Contract Period End
10/01/2023	12/31/2023	01/01/2023	12/31/2023
Purchaser Order Number		Purchase Order Date	
DO-320-030722-325			
Department			
Allied Universal Services			
Bid Number		Service Commodity	
Contractor			
<b>Performance Rating</b>			
0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.		
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.		
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.		
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied		
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.		
1. Quality of Goods/Services		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)	
<input type="radio"/> 0	The Quality of service is doing is still well. The Police Department continues to have weekly meetings with Allied Security management to continuously improve Security service. Everything is doing well.		
<input type="radio"/> 1			
<input type="radio"/> 2			
<input type="radio"/> 3			
<input checked="" type="radio"/> 4			
2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)	
<input type="radio"/> 0	Allied Services has been doing well with filling their Security Posts.		
<input type="radio"/> 1			
<input type="radio"/> 2			
<input type="radio"/> 3			
<input checked="" type="radio"/> 4			



3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	Supervision continues to do well with problem notifications and gives 3 reports a day on their staffing updates.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
<input type="radio"/>	0	The management team is doing well with proper invoicing.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
<input type="radio"/>	0	Allied continues to have a very effective management team and have hired a new Assistant Account Manager.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	3.60	Date	1/23/2024
Would you select/recommend this vendor again?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Rating completed by:	Captain Kenneth Schierle		
Department Head Name:	W WADE YATES		
Department Head Signature			

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

Submit

Print

Save



## **AMENDMENT NO. 1 TO FORM OF CONTRACT**

Contractor: Universal Protection Services, LLC dba Allied Universal Security Services

Contract No. 23RFP139745B-EC, Armed and Unarmed Security Services

Address: 1438 West Peachtree Street, Suite 100  
City, State Atlanta, GA 30309

Telephone: 404-849-3789

E-mail: [bill.oppenheimer@aus.com](mailto:bill.oppenheimer@aus.com)

Contact: Bill Oppenheimer  
Manager, Business Development

### **W I T N E S S E T H**

WHEREAS, Fulton County ("County") entered into a Contract with Universal Protection Services, LLC dba Allied Universal Security Services to provide armed and unarmed security services, dated January 1, 2024, on behalf of the Police Department; and

WHEREAS, the County wishes to amend the existing contract to increase the spending authority in the amount of \$3,839,243 to provide Election security services for the Department of Registration and Election and to ensure security is provided for election locations as determined by the Fulton County Police Department; and

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

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

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

This Amendment No. 1 to Form of Contract is effective as of the 21st day of February 2024, between the County and [Insert Contractor Name], who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To provide security services for the Department of Registration and Elections for the following elections:

Advanced Voting	February 19 – March 8, 2024	36 locations
March 12, 2024	Presidential Preference Primary	180 Precincts

Advanced Voting May 21, 2024	April 29 – May 17, 2024 Primary Election	36 locations 180 Precincts
Advanced Voting June 18, 2024	June 8 – June 14, 2024 Primary Run-Off	36 locations 180 Precincts
Advanced Voting November 5, 2024	October 14 – November 1, 2024 General Election	36 locations 180 Precincts
Advanced Voting December 3, 2024	November 23 – Nov 29, 2024 General Run-Off Election	36 locations 180 Precincts

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$3,839,243.00 (Three Million Eight Hundred Thirty Nine Thousand Two Hundred Forty Three Dollars and No Cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

**[INTENTIONALLY LEFT BLANK]**

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

OWNER:

**FULTON COUNTY, GEORGIA**

CONSULTANT:

**UNIVERSAL PROTECTION  
SERVICES, LLC DBA ALLIED  
UNIVERSAL SECURITY SERVICES**

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Bill Oppenheimer  
Manager, Business Development

ATTEST:

\_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
Secretary/  
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

\_\_\_\_\_  
Office of the County Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Notary Public

County: \_\_\_\_\_

\_\_\_\_\_  
W. Wade Yates, Chief of Police  
Police Department

Commission Expires: \_

(Affix Notary Seal)

ITEM#: _____ RCS: _____ <b>RECESS MEETING</b>	ITEM#: _____ RM: _____ <b>REGULAR MEETING</b>
--	--

## 2024 Security Costs Estimates- Registration & Elections

Note> Security officer is required for each Advanced Voting (AV) site and each Election Day site.

<u>Election Cycles:</u>		
MARCH 12, 2024 PPP	\$ 693,221	AV 36 sites
	\$ 252,144	ED 180 Precincts
100-265-2656-1174	\$ 945,365	TOTAL
MAY 21, 2024 PRIMARY	\$ 693,221	AV 36 sites
	\$ 252,144	ED 180 Precincts
100-265-2654-1174	\$ 945,365	TOTAL
JUNE 18, 2024 RUN-OFF PRIMARY	\$ 249,430	AV 36 sites
	\$ 252,144	ED 180 Precincts
100-265-2655-1174	\$ 501,574	TOTAL
NOV 5, 2024 GENERAL	\$ 693,221	AV 36 sites
	\$ 252,144	ED 180 Precincts
100-265-2653-1174	\$ 945,365	TOTAL
DEC 3, 2024 GENERAL RUN-OFF	\$ 249,430	AV 36 sites
	\$ 252,144	ED 180 Precincts
100-265-2658-1174	\$ 501,574	TOTAL
GRAND TOTAL	\$ 3,839,243	

### Notes

AV = Advanced Voting

ED = Election Day

Each AV 3 weeks Total

Each AV run-off 1 week Total





# Fulton County Board of Commissioners

## Agenda Item Summary

---

**Agenda Item No.:** 24-0093

**Meeting Date:** 2/21/2024

---

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

Request approval of a Resolution by the Fulton County Board of Commissioners urging the Georgia General Assembly to support legislation sponsored by the State Senator Donzella James to amend the Official Code of Georgia to lift the ban relating to restrictions on rent regulations by local governments and allow Counties and Municipalities the ability to regulate the rent to be charged for privately owned single-family or multiple-unit residential properties for those residing within the state of Georgia; and for other purposes. **(Hall) (HELD ON 2/7/24)**

1 A RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS  
2 URGING THE GEORGIA GENERAL ASSEMBLY TO SUPPORT LEGISLATION  
3 SPONSORED BY STATE SENATOR DONZELLA JAMES TO AMEND THE  
4 OFFICIAL CODE OF GEORGIA TO LIFT THE BAN RELATING TO RESTRICTIONS  
5 ON RENT REGULATIONS BY LOCAL GOVERNMENTS AND ALLOW COUNTIES  
6 AND MUNICIPALITIES THE ABILITY TO REGULATE THE RENT TO BE CHARGED  
7 FOR PRIVATELY OWNED SINGLE-FAMILY OR MULTIPLE-UNIT RESIDENTIAL  
8 PROPERTIES FOR THOSE RESIDING WITHIN THE STATE OF GEORGIA; AND  
9 FOR OTHER PURPOSES.

10  
11 **WHEREAS**, since 1984, with the passage by the Georgia General Assembly of  
12 *1984 Ga. Laws, p. 1079* (codified as Official Code of Georgia Annotated (“O.C.G.A.”) §  
13 44-7-19), there has been a state-wide ban on local governments being able to pass  
14 legislation relating to rent stabilization on private property; and

15 **WHEREAS**, specifically, O.C.G.A. § 44-7-19 provides in pertinent part that, “No  
16 county or municipal corporation may enact, maintain, or enforce any ordinance or  
17 resolution which would regulate in any way the amount of rent to be charged for  
18 privately owned, single-family or multiple-unit residential rental property...”; and

19 **WHEREAS**, this Code Section does not impose the same prohibition on a local  
20 government from regulating in any way property belonging to the local government, or  
21 from entering into any agreements with private persons, to regulate the amount of rent  
22 to be charged for such rental properties; and

23 **WHEREAS**, according to a November 13, 2023 article in the *Atlanta Journal-*  
24 *Constitution*, there has been a decade in which the metro Atlanta region’s rents has  
25 climbed--sometimes at a double-digit pace--before seeing recent abatements for  
26 tenants; and

27 **WHEREAS**, to address the burden of residents not being able to afford the  
28 steady climb of rents in Georgia, and in particular the metro Atlanta region, along with



addressing the surge of out-of-state investors buying up scores of residential properties and leaving them empty, State Senator Donzella James (D-Atlanta) has introduced legislation, identified as Senate Bill 125, to amend O.C.G.A. § 44-7-19 by repealing its restrictions on rent regulation by local governments; and

**WHEREAS**, State Senator Donzella James envisions that the repeal of O.C.G.A. § 44-7-19, will lead to the capping of the rate at which landlords can raise prices each year, thereby affording better protections for the citizens of Georgia; and

**WHEREAS**, the Fulton County Board of Commissioners believes that affordable housing is critical to the ongoing vitality of Fulton County and its residents, and supports the passage of Senate Bill 125 introduced by State Senator Donzella James (D-Atlanta), to amend O.C.G.A. § 44-7-19 by repealing its restrictions on rent regulation by local governments.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby urges the Georgia General Assembly to support legislation sponsored by State Senator Donzella James to amend the Official Code of Georgia to lift the ban relating to restrictions on rent regulations by local governments and allow counties and municipalities the ability to regulate the rent to be charged for privately owned single-family or multiple-unit residential properties for those residing within the state of Georgia.

**BE IT FURTHER RESOLVED**, that upon passage of this Resolution, the Clerk to the Commission is authorized and directed to send copies of this Resolution to State Senator Donzella James, the Clerk of the Georgia House of Representatives, the Secretary of the Georgia Senate and the Fulton Legislative Delegation.

**BE IT FINALLY RESOLVED**, that upon passage of this Resolution, the Clerk to the Commission is authorized and directed to send copies of this Resolution to the City Clerks of Atlanta, Alpharetta, Chattahoochee Hills, College Park, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, and Union City to urge them to also support similar legislation.

**PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,  
Georgia this 7<sup>th</sup> day of February, 2024.

**FULTON COUNTY BOARD OF COMMISSIONERS**

**Sponsored By:**

Commissioner Natalie Hall  
District 4

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney





# Fulton County Board of Commissioners

## Agenda Item Summary

---

**Agenda Item No.:** 24-0135

**Meeting Date:** 2/21/2024

---

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

Request approval of a Resolution to amend the fiscal year 2024 Board of Commissioners' departmental budget for District Four and for other purposes.

(ref: item #24-0094) **(Abdur-Rahman)**

1 **A RESOLUTION TO AMEND THE FISCAL YEAR 2024 BOARD OF COMMISSIONERS'**  
2 **DEPARTMENTAL BUDGET FOR DISTRICT FOUR AND FOR OTHER PURPOSES.**

3 **WHEREAS**, on January 12, 2024 the Administrative Law Judge in the matter of  
4 *Calvin Brock v. Fulton County* rendered a decision ("Decision") holding Fulton County  
5 liable for sex discrimination due to the conduct of Commissioner Natalie Hall and finding  
6 the following (see Decision, pp. 1-2):

7 Fulton County, Georgia, through the actions of Commissioner Natalie Hall,  
8 unlawfully discriminated against Complainant Calvin Brock on the basis of  
9 sex in his employment when Hall tried to force Brock to remain in an  
10 exclusive sexual relationship with her, stalked him for months, and  
11 ultimately fired him.  
12

13 After meeting him by chance at a furniture store, Hall hired Brock for a  
14 position on her staff where she wielded complete control over his continued  
15 employment, including any promotion, raise, or bonus. Hall and Brock  
16 began having a sexual relationship soon after, but even if the relationship  
17 began mutually, it did not remain consensual for long because Hall initiated  
18 a dizzying array of deceptions designed to monitor and control his  
19 interaction with other women.  
20

21 Most significantly, Hall purchased and planted three covert surveillance  
22 devices in Brock's personal automobiles. She expressly intended these  
23 devices both for live eavesdropping on Brock's private conversations with  
24 other women and for pinpointing his precise location. For the next several  
25 months, Hall tracked Brock's whereabouts and listened in on his  
26 conversations as she stalked and sometimes confronted Brock about his  
27 personal activities. Ultimately, she terminated Brock because she heard him  
28 making plans with another woman. Hall offered no evidence whatsoever to  
29 rebut her covert surveillance of Brock: in response to every question about  
30 the surveillance devices, she asserted her Fifth Amendment privilege  
31 against self-incrimination.  
32

33 Hall alleged that Brock resigned voluntarily, and that, even if she wanted  
34 him to leave her office, it was because he allegedly made Hall look bad in  
35 a conversation following a social event. She also claimed that Brock was let  
36 go due to an office reorganization, but that was mere pretense. Hall  
37 orchestrated the reorganization to create the mistaken apprehension—on  
38 Brock's part only—that Hall fired all her employees. Taken together, her  
39 explanations represent an archetypal unlawful pretext for discriminatory  
40 termination.  
41

1 Brock simply wanted to continue his employment with Fulton County, free  
2 from Hall's sexual intrigues and schemes. Instead, she subjected him to  
3 months of stalking that caused him ongoing anxiety and paranoia and  
4 damaged his ability to have relationships with women. When she terminated  
5 him, it dramatically escalated these harms and eviscerated his income.  
6

7 **WHEREAS**, because of Commissioner Hall's conduct in her capacity as a  
8 commissioner, as determined by the Administrative Law Judge in *Calvin Brock v. Fulton*  
9 *County*, Fulton County is liable for a judgment in the amount of \$902,486.84 which will be  
10 paid with taxpayer funds collected from all of Fulton County's districts; and

11 **WHEREAS**, taxpayer funds must now be diverted from other operational goals to  
12 cover the cost of Commissioner's Hall's poor judgment and failure to act in the best  
13 interests of Fulton County; and

14 **WHEREAS**, the Administrative Law Judge noted that Commissioner Hall asserted  
15 her Fifth Amendment privilege against self-incrimination more than 150 times during the  
16 final hearing in this matter in response to questions about the placement of tracking  
17 devices in Calvin Brock's vehicles; and

18 **WHEREAS**, the Administrative Law Judge also noted that electronic surveillance  
19 using trackers as alleged in this EEOC matter constitutes a felony under both state and  
20 federal law; and

21 **WHEREAS**, the Administrative Law Judge based his decision at least in part on  
22 the adverse inference created by Commissioner Hall's assertion of her Fifth Amendment  
23 privilege against self-incrimination; and

24 **WHEREAS**, the Administrative Law Judge applied the adverse inference to find  
25 that Commissioner Hall "purchased surveillance devices and placed them in Brock's  
26 vehicles to spy on him and listen to his private conversations because she was jealous of

1 Brock seeing other women...stalked Brock's location and private conversations for  
2 several months...[a]nd when confronted by Brock about the tracking devices, Hall  
3 repeatedly lied about her involvement...." (Decision, p. 5); and

4 **WHEREAS**, the Administrative Law Judge stated that the adverse inferences from  
5 Commissioner Hall asserting her Fifth Amendment privilege against self-incrimination  
6 were not the sole basis for his finding, and that testimony by Calvin Brock and other  
7 witnesses along with documentary evidence supported the Judge's conclusions; and

8 **WHEREAS**, the outcome in the matter of *Calvin Brock v. Fulton County* constitutes  
9 an extraordinary case in which a judge imposed liability on Fulton County due to  
10 inappropriate behavior and inferred criminal actions by a Commissioner who is not subject  
11 to discipline by the County; and

12 **WHEREAS**, Fulton County has been ordered to post copies of a notice of the  
13 Decision by the United States Equal Employment Opportunity Commission, dated  
14 January 12, 2024, which found that Fulton County, through Commissioner Natalie Hall,  
15 violated the Government Employee Rights Act, 42 U.S.C. § 2000e-16c, to be posted in  
16 conspicuous places at Fulton County government centers and online for 60 days; and

17 **WHEREAS**, Fulton County has suffered reputational damage due to the hearing  
18 and Decision, and will continue to suffer reputational damage due to the requirement to  
19 post notices of the Decision in conspicuous public places; and

20 **WHEREAS**, the Board of Commissioners ("BOC") finds that the costly judgment  
21 against Fulton County in the matter of *Calvin Brock v. Fulton County* was caused by  
22 Commissioner Hall's egregious misconduct rising to the level of moral turpitude; and



1           **WHEREAS**, Commissioner Hall should be required to reduce her departmental  
2     spending to partially offset the monetary judgment that must now be paid as a result of  
3     her actions; and

4           **WHEREAS**, the BOC is required by O.C.G.A. § 36-81-3 to annually establish the  
5     County’s operational budget, which the BOC accomplished for FY2024 via Resolution 24-  
6     0051; and

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

9           **WHEREAS**, O.C.G.A. § 36-81-3(d) provides that amendments to the amounts  
10    appropriated at the legal level of control, i.e., the department level per O.C.G.A. § 36-81-  
11    2(14), shall require the approval of the governing authority and be adopted by resolution  
12    or ordinance; and

13          **WHEREAS**, the BOC finds that a change to the FY 2024 Board of Commissioners’  
14    departmental budget, specifically a reduction to the allocation for District 4, is needed due  
15    to Commissioner Hall’s actions leading to the substantial judgment in the amount of  
16    \$902,486.84 in *Calvin Brock v. Fulton County*; and

17          **WHEREAS**, the BOC finds that there is a need to reappropriate funds allocated to  
18    Commissioner Hall to Non-Agency in order to be made available to the Risk Fund, which  
19    is the funding source from which judgments against the County are paid; and

20          **WHEREAS**, pursuant to Article IX, Sec. 2, Par. 1(a) (Home rules of counties) “[t]he  
21    governing authority of each county shall have legislative power to adopt clearly  
22    reasonable ordinances, resolutions, or regulations relating to its property, affairs, and

1 local government for which no provision has been made by general law and which is not  
2 inconsistent with this [Georgia] Constitution or any local law applicable thereto.”

3 **NOW THEREFORE IT BE RESOLVED**, the Board of Commissioners, pursuant to  
4 O.C.G.A. § 36-81-3(d), hereby directs the Finance Department to immediately reduce the  
5 FY 2024 Board of Commissioners’ departmental budget for District 4 in an amount of  
6 \$200,000.00 or as close to \$200,000.00 as possible and to make those funds available  
7 to the Risk Fund as needed.

8 **BE IT FURTHER RESOLVED**, that the Board of Commissioners recognizes that  
9 the Finance Department, in implementing this Resolution, will have to take into account  
10 that some monies are already encumbered and some accounts are restricted from being  
11 reduced.

12 **BE IT FURTHER RESOLVED**, that the Finance Department shall submit a report  
13 to the Board of Commissioners explaining how the reduction was effectuated.

14 **BE IT FURTHER RESOLVED**, that the reduction directed herein shall also be  
15 reported in the first available 2024 soundings agenda item presented to the Board of  
16 Commissioners.

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

20 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,  
21 Georgia, this 21<sup>st</sup> day of February 2024.

22  
23 **FULTON COUNTY BOARD**  
24 **OF COMMISSIONERS**  
25

1  
2  
  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12

**SPONSORED BY:**

---

Khadijah Abdur-Rahman, Vice Chair  
District 6

APPROVED AS TO FORM:

ATTEST:

---

Y. Soo Jo,  
County Attorney

---

Tonya R. Grier,  
Clerk to the Commission

13  
14





# Fulton County Board of Commissioners

## Agenda Item Summary

---

**Agenda Item No.:** 24-0136

**Meeting Date:** 2/21/2024

---

### Department

External Affairs

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

Presentation of 2024 State Legislative Session Update.

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

Request Approval

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

Open and Responsible Government

### Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

### Is this a purchasing item?

No

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

#### Presentation of 2024 State Legislative Session Update

**Scope of Work:** Presentation of 2024 State Legislative Session Update

**Community Impact:**

**Department Recommendation:** Request Approval

**Project Implications:**

**Community Issues/Concerns:**

**Department Issues/Concerns:**

**Fiscal Impact / Funding Source**

**Funding Line 1:**

N/A



**FULTON  
COUNTY**

**Fulton County Board of Commissioners  
February 21, 2024**

**2024 Legislative  
Session Update**



**Operational Funding for Behavioral Health Crisis Center**

**Replacement Jail Funding**

**Equitable Property Tax Appeals Process**

**Equal Access to Judicial Personnel Benefits**

**Elections**

**Effective & Efficient Justice System**

**Evictions Process Improvements**

**Expansion of Healthcare & Hospital Access**

**Definition of Anti-Semitism/Anti-Islamic Hatred**

**Homeowners Associations Protections & Transparency**

**Senior Homestead Exemption Simplification**

**MARTA Board Appointment Parity**

**National Use of Force Data Collection Participation**

**Limit Clerk of Superior Court Passport Fees**

**CROWN Act**



## **2024 State Legislative Agenda**

# Legislative Session Overview

- The Senate Chamber is working on the Amended Fiscal Year 2024 Budget ([House Bill 915](#)) and the House Chamber is working on the Fiscal Year 2025 Budget ([House Bill 916](#)) independently in Appropriations subcommittee meetings.
- February 29: Legislative Day 28 (Crossover Day)

## **Primary Policy Priority: BHCC Operational Funding**

- Fulton County is working with the leadership of the House and Senate to assist the County in securing full operational funding for the BHCC under the FY 2025 budget.
- Fulton County provided testimony in support of an operational funding increase at the House Appropriations Human Resources Subcommittee meeting on Tuesday, February 13.

## **Primary Policy Priority: Replacement Jail Funding**

- Discussions regarding financial modeling for the replacement jail are still underway between the County and State leadership.

## Primary Policy Priority: Equitable Property Tax Appeals Process

**Revisions to Ad Valorem Taxation of Property – [Senate Bill 349](#); ACCG Position: **SUPPORT****

- Implements a statewide floating homestead exemption for counties, cities, and schools. It places a cap on increases in value for homesteaded property at no more than 3% per year. For jurisdictions with existing floating homestead exemptions, the taxpayer will receive whichever exemption is the largest: the floating homestead exemption under this bill or the local floating homestead exemption. Existing state and local (non-floating) homestead exemptions will still apply after the floating homestead exemption has been calculated.
- Adjusts the millage setting process so that as long as the millage rate is not increased, there is only one required advertisement and public hearing in order to adopt the millage rate. It also cleans up the existing form.
- Removes the tax estimate from the notice of current assessment and requires exemptions to be shown. This will reduce taxpayer confusion and provide more accurate value information to the taxpayers.
- Adjusts the three-year lock statute so that it only applies when the taxpayer receives a reduction in value on appeal. This will reduce frivolous appeals and save taxpayer dollars.
- Closes a loophole for settlement conferences by requiring the taxpayer to participate and advance their appeal in good faith.

*Status:* Senate Finance Committee Favorably Reported by Substitute

## Other Fulton County Priorities

- Equal Access to Judicial Personnel Benefits: [House Bill 643](#) will be on the agenda for passage at the next House Retirement Committee meeting. This bill supports the repeal of legislation that prohibits the equitable participation of Judges in the Fulton County and Georgia Judicial Retirement System programs simultaneously.
- Fulton County is meeting with legislators to finalize sponsorship for expedited local legislation to authorize Fulton County Superior Court judicial officers to handle felony criminal matters for the Fulton County Superior Court, by designation.
- Evictions Process Improvements: Fulton County is tracking the following related House bills: [404](#), [1017](#), [1153](#) and [1203](#).

# State and Local Government

Bill #/Author	Description	Status
<b><a href="#">HB 1044</a> Public Works: Increase Threshold   Rep. Victor Anderson (10<sup>th</sup>)</b>	This bill increases the dollar amount from \$100,000 to \$250,000 by which counties and cities must bid out public works projects.	House Passed
<b><a href="#">HB 1149</a> Require local constitutional officers to annually report audits to General Assembly   Rep. Mesha Mainor (56<sup>th</sup>)</b>	This bill requires local constitutional officers (probate judge, tax commissioner, clerk of court and sheriff) to provide a written report of any audit of any discretionary funds in their office for that calendar year to the Georgia General Assembly by December 31.	Referred to House Governmental Affairs Committee
<b><a href="#">HB 1188</a> Peace Officers: Reimbursement of Total Training Expenses by a Subsequent Employer   Rep. Jodi Lott (131<sup>st</sup>)</b>	This bill requires any state, county, and municipal law enforcement agencies that hire a peace officer from another agency prior to 36 months after their mandated training, must provide reimbursement to that agency for the total cost of training. This reimbursement covers various expenses such as equipment, materials, housing, meals, transportation, and salary incurred during the officer's basic or field training course.	Referred to House Public Safety and Homeland Security Committee



# State and Local Government

Bill #/Author	Description	Status
<b><a href="#">SB 361</a> Open Meetings: More Teleconferences for County Commissioners   Sen. Greg Dolezal (27<sup>th</sup>)</b>	This bill authorizes county commissioners and other local government officials to participate in a meeting via teleconference up to six times per year (currently twice) without having a health excuse or having a declared state of emergency. To do so, a quorum of board members must be present in person.	Referred to Senate Government Oversight Committee
<b><a href="#">SB 390</a> Prohibit government funding for ALA-affiliated libraries   Sen. Larry Walker III (20<sup>th</sup>)</b>	This bill eliminates librarian certification and continuing education requirements. SB 390 also prohibits taxpayer funding to American Library Association (ALA) affiliated libraries from Georgia's cities, counties, public schools, the state University System and other public bodies created under the state Constitution or laws.	Senate Government Oversight Committee Hearing on 2/7/2024
<b><a href="#">SB 461</a> Redesignate six Senate district numbers without changing any district boundaries   Sen. Jason Esteves (6<sup>th</sup>)</b>	This bill redesignates six senate district numbers without changing any district boundaries including Fulton County.	Referred to Senate Reapportionment and Redistricting Committee

# Taxation

Bill #/Author	Description	Status
<a href="#"><u>HB 1031</u></a> <b>Mandatory reappraisal of parcels   Rep. Shaw Blackmon (146th)</b>	This bill revises ad valorem tax provisions by requiring property reappraisals no less than every three years; Creates an estimated rollback rate. If local governments exceed the estimated rollback, language on the tax bill indicating a tax increase is required; Removes the tax estimate from the notice of current assessment; Limits the three-year lock so it only applies if the taxpayer wins their appeal; and Adjusts the DOAA sales ratio study to avoid potential penalties.	House Ways & Means Committee Favorably Reported By Substitute
<a href="#"><u>HB 1120</u></a> <b>Limits 3-Year Lock   Rep. Darlene Taylor (173<sup>rd</sup>)</b>	This bill restricts the three-year lock statute, so it no longer applies to residential property unless it is a homestead property.	House Ways & Means Committee Hearing on 2/13/2024
<a href="#"><u>HR 804</u></a> <b>Change TAN change - CA   Rep. Chuck Martin (49<sup>th</sup>)</b>	This proposed constitutional amendment changes the payable date of temporary loans for counties and municipalities from December 31 of each year to within 12 months of the initial funding.	House Governmental Affairs Committee Favorably Reported
<a href="#"><u>SB 403</u></a> <b>Revise language required to be included in notices of current assessment   Sen. Frank Ginn (47<sup>th</sup>)</b>	This bill removes the tax estimate from the assessment notice.	Referred to Senate Finance Committee

# Elections

Bill #/Author	Description	Status
<a href="#"><b>HB 974</b></a> Secretary of State; establish and maintain a state-wide system for the posting of scanned paper ballots; require   Rep. John LaHood (175 <sup>th</sup> )	This bill requires the secretary of state to maintain a statewide program for the posting of digital images of election ballots. The bill requires a minimum scan resolution of 200 dots per inch (DPI) for scanned paper ballots and 600 DPI, or the highest resolution possible within the certified voting system for scanned absentee ballots.	House Governmental Affairs Committee Favorably Reported By Substitute
<a href="#"><b>HB 976</b></a> Elections; ballots shall use paper with a visible watermark security feature   Rep. John LaHood (175 <sup>th</sup> )	This bill requires ballots to be printed on security paper that includes a visible watermark. Ballots cannot be identifiable to a particular elector.	Referred to Senate Ethics Committee
<a href="#"><b>HB 977</b></a> Elections; expand number of contests subject to risk-limiting audits   Rep. John LaHood (175 <sup>th</sup> )	This bill sets the risk-limiting audit probability limit at a decreasing percentage beginning with eight percent in 2024 and concluding with a rate of two percent in 2030. HB 977 also mandates counties conduct additional precertification risk-limiting audits on two selected contests following each election, special election, election runoff, special election runoff, primary, special primary, primary runoff, or special primary runoff. In addition to specified top of the ballot contests, there will be a statewide election selected by a group consisting of the Governor, Lt. Governor, Speaker of the House, Senate Minority Leader and House Minority Leader. County election superintendents are authorized to audit additional races if necessary.	House Passed By Substitute

# Elections

Bill #/Author	Description	Status
<a href="#"><u>SB 189</u></a> <b>Prohibit Bar Codes or QR Codes on Ballots   Sen. Max Burns (23<sup>rd</sup>)</b>	This bill provides that the text portion of the paper ballot will be the official vote for purposes of vote tabulation. Currently, paper ballots marked and printed by electronic ballot markers are official ballots, but QR codes are used for vote tabulation.	Referred to House Governmental Affairs Committee
<a href="#"><u>SB 355</u></a> <b>Elections; use of ranked-choice voting; prohibit   Sen. Randy Robertson (29<sup>th</sup>)</b>	This bill prohibits ranked-choice voting from being used in determining the election or nomination of any candidate to any local, state, or federal elective office.	Referred to House Governmental Affairs Committee

# Courts and Public Safety

Bill #/Author	Description	Status
<a href="#"><u>HB 424</u></a> <b>Revise Sheriff qualification requirements   Rep. Ken Vance (133<sup>rd</sup>)</b>	This bill requires peace officers who want to qualify as candidates for the office of sheriff to be in good standing with the Georgia Peace Officers Standards and Training (POST) Council. The bill allows for any person desiring to run for sheriff to attend the basic law enforcement training course for peace officers as a pre-service candidate and to be reimbursed for tuition expenses upon being elected. These expenses are paid by the office of sheriff to which the candidate is elected.	House Public Safety and Homeland Security Committee Favorably Reported By Substitute
<a href="#"><u>HB 909</u></a> <b>GBI; restriction and seal of FOA   Rep. Leesa Hagan (156<sup>th</sup>)</b>	This bill requires the restriction and sealing of First Offender Act (FOA) court records at sentencing. Those who were exonerated of guilt and discharged as a first offender prior to July 1, 2024 may petition the court to have the records sealed, and those records will be automatically sealed.	House Judiciary Non-Civil Committee Favorably Reported By Substitute
<a href="#"><u>SB 63</u></a> <b>Bonds and Recognizances; setting of bonds and schedules of bails   Sen. Randy Robertson (29<sup>th</sup>)</b>	This bill restricts judges' ability to permit an unsecured release of any person charged with a bail-restricted offense and expands "bail-restricted offenses" to include additional criminal charges. Also, no individual, corporation, organization, charity, nonprofit corporation, or group in any jurisdiction may post more than three cash bonds per year.	House Conference Committee Report Adopted

# Public Health

Bill #/Author	Description	Status
<b><a href="#">HB 1035</a> Pharmacies; board regulates sale and supply of opioid antagonists through vending machines; authorize   Rep. Sharon Cooper (45<sup>th</sup>)</b>	This bill allows for the sale and supply of opioid antagonists, such as Naloxone and Narcan, in vending machines. Additionally, persons and harm reduction organizations that dispense, supply, and administer opioid antagonists are immune from liability when acting in good faith.	Referred to Senate Health and Human Services Committee
<b><a href="#">HB 1170</a> Require government buildings to make opioid antagonists accessible   Rep. Lee Hawkins (27<sup>th</sup>)</b>	This bill requires all state and government buildings to have an automated external defibrillator and a supply of at least three opioid antagonists. Each government entity is required to establish and implement internal training and opioid antagonist administration policy.	Referred to House Public Health Committee

# Sports Betting

Bill #/Author	Description	Status
<a href="#"><u>SB 386</u></a> Regulation and taxation of sports betting; authorize and provide   Sen. Clint Dixon (45 <sup>th</sup> )	This bill authorizes and provides for the legalization, regulation, and taxation of online sports betting in Georgia. Sports betting will be administered by the Georgia Lottery Corporation and its proceeds will be allocated to student financial aid programs, including the HOPE college scholarship and Georgia Pre-K programs. State and local sales taxes do not apply to the operation or on the proceeds of sports betting; however, they do apply to the goods and services purchased by licensees in the course of doing business. If the ratification of an amendment to the Georgia Constitution is passed by voters, the Act shall become effective on January 1, 2025.	Referred to House Higher Education Committee
<a href="#"><u>SR 538</u></a> Sports Betting CA   Sen. Carden Summers (13 <sup>th</sup> )	This proposed constitutional amendment will provide by law for sports betting and casino gambling in this state no later than July 2, 2025.	Referred to Senate Economic Development and Tourism Committee
<a href="#"><u>SR 579</u></a> Sports Betting CA   Sen. Bill Cowsert (46 <sup>th</sup> )	This proposed constitutional amendment authorizes the General Assembly to provide by law for sports betting and to provide for proceeds to be used for educational funding for pre-kindergarten and HOPE scholarships, services for gambling addiction, and the advancement and promotion of sports in Georgia.	Referred to Senate Regulated Industries and Utilities Committee



## Legislative Calendar (HR 978) & Events at the State Capitol

- Thursday, February 22: Legislative Day 25
- Monday, February 26: Legislative Day 26
- Tuesday, February 27: Legislative Day 27
- Wednesday, February 28: Committee Work Day
- Thursday, February 29: Legislative Day 28 (Crossover Day)
- Thursday, March 28: Legislative Day 40 (Sine Die)

- ACCG Legislative Breakfast on **Thursday, March 7**
- Film Day on **Tuesday, March 19**

