

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

October 2, 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**24-0619 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 First Regular Meeting Agenda for separate consideration.

24-0620 Board of Commissioners

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Vincent Nathaniel Young Remembrance Day."
(Hall/Arrington)
September 21, 2024

Proclamation recognizing "Baldie Con Appreciation Day." **(Abdur-Rahman/Pitts)**
September 27, 2024

Proclamation recognizing "Babs Bunny's Prom Night." **(Abdur-Rahman)**
September 28, 2024

Proclamation recognizing "Angela Watts Appreciation Day." **(Hall/Arrington)**
September 29, 2024

Proclamation recognizing "Jim Alexander Appreciation Day." **(Hall/Arrington)**
September 29, 2024

Proclamation recognizing "Munson Steed Appreciation Day." **(Hall/Arrington)**
September 29, 2024

Proclamation recognizing "Randy Davidson Appreciation Day." **(Hall/Arrington)**
September 29, 2024

Proclamation recognizing "CeeLo Green Appreciation Day." **(Hall/Arrington)**
September 29, 2024

Proclamation recognizing "Raquell Lord Appreciation Day." **(Abdur-Rahman)**
October 3, 2024

Open & Responsible Government**24-0621 Real Estate and Asset Management**

Request approval of a change order less than 10% - Department of Real Estate and Asset Management, RFP#23RFP041723K-JA, Design/Build Services for Fulton County Behavioral Health Crisis Center in the total amount not to exceed \$997,640.00 with Hogan Construction Group, LLC (Norcross, GA), to modify the contract for final close-out costs of the of the design and construction of the Fulton County Behavioral Health Crisis Unit at the Oak Hill Child, Adolescent & Family Center. Effective upon BOC approval.

24-0622 Real Estate and Asset Management

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 22ITB134894C-MH, Maintenance and Testing of Fire Intrusion Alarm Systems in the total amount not to exceed \$110,000.00 with (A) VSC Fire & Security, Inc. (Norcross, GA) in an amount not to exceed \$75,000.00; and (B) Entec Systems, Inc. (Suwanee, GA) in an amount not to exceed \$35,000.00, to provide on-site maintenance and testing of fire-intrusion alarm systems on annual/or an “as-needed” basis for County facilities. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2025, through December 31, 2025.

24-0623 Real Estate and Asset Management

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 23ITB138782C-JNJ, Glass and Plexiglas Repair and Replacement in the total amount not to exceed \$105,000.00 with (A) Brad Construction Company II, LLC (Fayetteville, GA) in an amount not to exceed \$30,000.00; and (B) P & E Mirror and Glass, LLC (Atlanta, GA) in an amount not to exceed \$75,000.00, to provide glass and Plexiglas repair and replacement on an “as needed” basis” for County facilities. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

24-0624 Real Estate and Asset Management

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 22ITB135025C-MH, Generator System Maintenance and Repair Services in the amount not to exceed \$135,000.00 with Power & Energy Services, Inc. (Powder Springs, GA), to provide on-site preventive generator system maintenance and repair services for Fulton County. This action exercises second of two renewal options. No renewal options remain. Effective dates: January 1, 2025, through December 31, 2025.

24-0625 Real Estate and Asset Management

Request approval of a Resolution authorizing a Right of Way Easement Agreement between Fulton County, Georgia, and Greystone Power Corporation for the purpose of relocating and installing utility poles on Cedar Grove Road; to authorize the Chairman to execute the Right of Way Easement Agreement and related documents; to authorize the County Attorney to approve the Right of Way Easement Agreement and related documents as to form; and for other purposes.

24-0626 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 307.28 square feet to Fulton County, Georgia, from Roswell Creekview Unit Owners Association, Inc., for the purpose of constructing the 275 South Atlanta Street Project at 5000 Over Land Drive, Roswell, Georgia 30075.

24-0627 Real Estate and Asset Management

Request approval of a Sewer Relocation Easement Dedication of 9,435 square feet to Fulton County, a political subdivision of the State of Georgia from Microsoft Corporation for the purpose of constructing the Plummer Road SS Revision Project at 0 Fulton Industrial Boulevard, South Fulton, Georgia 30336.

Health and Human Services**24-0628 Public Works**

Request approval to renew an existing contract - Department of Public Works, 23ITB08012023A-JWT, Water Quality Monitoring in the amount of \$129,254.00 with Integrated Science Engineering, Inc. (Newman, GA), to provide water quality monitoring services. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

24-0629 Department for HIV Elimination

Request approval to amend existing contracts to increase the spending authority of "Ryan White Part A" grant subrecipients pursuant to the Health Resources and Services Administration award #2 H89HA00007-32-00 in the amount of \$1,900,000.00 for FY24, subject to Federal funding. Contracts are 100% grant funded with no Fulton County match. Request authorization for the Chairman to execute contracts with six (6) selected subrecipients. To protect the interest of the County, the County Attorney is authorized to approve the contracts as to form and make any necessary modifications thereto prior to execution by the Chairman.

Justice and Safety**24-0630 County Manager**

Request approval to enter into a data sharing agreement with Georgia State University (GSU) for Fulton County to provide data on the jail population, charges, bookings, and other court case information. Data will be provided at no cost to GSU and GSU will provide findings and reports of their research back to Fulton County, specifically focused on potential impacts to the Fulton County justice system with the signing of Senate Bill 63. Effective dates: Upon BOC approval through June 30, 2025.

FIRST REGULAR MEETING AGENDA**24-0631 Board of Commissioners**

Adoption of the First Regular Meeting Agenda.

24-0632 Clerk to the Commission

Ratification of Minutes.

First Regular Meeting Minutes, September 4, 2024

Second Regular Meeting Post Agenda Minutes, September 18, 2024

24-0633 Board of Commissioners

Presentation of Proclamations and Certificates.

Proclamation recognizing "Customer Service Week." **(Pitts/Abdur-Rahman)**

Proclamation recognizing "Domestic Violence Awareness Month."
(Abdur-Rahman/Pitts)

Proclamation recognizing "Breast Cancer Awareness Month."
(Abdur-Rahman/Pitts)

PUBLIC HEARINGS**24-0634 Board of Commissioners**

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

COUNTY MANAGER'S RENEWAL ITEMS**Open & Responsible Government****24-0635 Real Estate and Asset Management**

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 23ITB138287C-JNJ, Asphalt/Concrete Pavement Maintenance and Repair Services in an amount not to exceed \$200,000.00 with Complete Contracting Partners LLC (Powder Springs, GA), to provide asphalt/concrete pavement maintenance and repair services on an "as needed" basis for the County. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

24-0636 Real Estate and Asset Management

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 23ITB138304C-JNJ, Standby Fencing Installation and Repair in an amount not to exceed \$200,000.00 with Allied Fence Company, Inc. (Mableton, GA), to provide standby fencing installation and repair on an "as needed" basis for Fulton County. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

24-0637 Real Estate and Asset Management

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 23ITB073123C-MH, Elevator and Escalator Maintenance Services in an amount not to exceed \$400,000.00 with Mowrey Elevator Company of Florida, Inc. (Marianna, FL), to provide full on-site preventive maintenance services for approximately 75 various types of passenger and freight elevators for County facilities. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

24-0638 Real Estate and Asset Management

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 23ITB136993C-GS, Medical and Clinical General Cleaning Services in an amount not to exceed \$440,290.00 with Intercontinental Commercial Services, Inc. (Lawrenceville, GA) to provide medical and clinical cleaning services for five (5) selected Fulton County Health facilities. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2025, through December 31, 2025.

24-0639 Real Estate and Asset Management

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 22RFP135756C-GS, Janitorial Services for Fulton County's Government Center Complex (Group A) and Justice Center Facilities (Group B) in the total amount not to exceed \$2,269,832.00 with (A) ABM Industry Groups, LLC (Atlanta, GA) in the amount not to exceed \$903,588.00; and (B) American Facility Services, Inc. (Alpharetta, GA) in the amount not to exceed \$1,366,244.00, to provide janitorial services for the Government Center Complex and the Justice Center Complex for Fulton County. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2025, through December 31, 2025.

24-0640 Real Estate and Asset Management

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 22ITB134621K-JAJ, Roof Maintenance, Repair and Replacement Services Countywide in the total amount not to exceed \$1,500,000.00 with (A) solicitation RYCARS Construction, LLC (Atlanta, GA) in the amount not to exceed \$500,000.00, (B) Ideal Building Solutions, LLC. (Norcross, GA) in the amount not to exceed \$500,000.00, and (C) Ben Hill Roofing and Siding Co, Inc (Douglasville, GA) in the amount not to exceed \$500,000.00, to provide standby roof maintenance, repair, and replacement services on an "as-needed" basis for Countywide facilities. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2025, through December 31, 2025.

Health and Human Services**24-0641 Public Works**

Request approval to renew an existing contract - Public Works, 23ITB139005A-JWT, Standby Utility Pavement Patching & Paving Services in an amount not to exceed \$600,000.00 with The K&E Group USA LLC (Atlanta, GA) to provide standby utility pavement patching and paving services. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2025, through December 31, 2025.

24-0642 Public Works

Request approval to renew an existing contract - Department of Public Works, 22ITB093A-KM, Fire Hydrants Maintenance and Repairs in the amount not to exceed \$200,000.00 with American Flow Service, LLC (Conyers GA), to provide fire hydrants maintenance and repairs. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2025, through December 31, 2025.

24-0643 Public Works

Request approval to renew an existing contract - Department of Public Works, 22ITBC089A-JWT, Manholes, Frames, Grates, and Accessories, in an amount not to exceed \$360,742.45 with Ferguson Waterworks (Norcross, GA), to provide manholes, frames, grates, and accessories. This action exercises the second of two renewal options. No renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

24-0644 Public Works

Request approval to renew an existing contract - Department of Public Works, 22ITBC074A-JWT, Corporation Stops and Brass Fittings in the amount of \$412,683.51 Delta Municipal Supply Company (Lawrenceville, GA) to provide corporation stops and brass fittings. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2025, through December 31, 2025.

Justice and Safety**24-0645 Medical Examiner**

Request approval to renew an existing contract - Medical Examiner's Office, 22ITB135453C-MH, Pickup and Removal of Deceased Remains in an amount not to exceed \$168,000.00 with Thompson Mortuary Services LLC. (Atlanta, GA) to provide pickup and removal of deceased remains services. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025 through December 31, 2025.

COUNTY MANAGER'S ACTION ITEMS**Open & Responsible Government****24-0646 County Manager**

Request approval of a Resolution to ratify the Declaration of a Local State of Emergency in Fulton County, Georgia due to the impact of Hurricane Helene. Effective upon passage.

24-0647 Information Technology

Request approval to amend an existing contract - Fulton County Information Technology Department, 23RFP139160B-EC, Digital Multi-functional Devices and Support Services to increase the spending authority \$404,097.64 with Standard Office Systems of Atlanta, Inc. (Duluth, GA) to include usage costs in the annual contract. Effective upon BOC approval.

24-0648 Real Estate and Asset Management

Request approval of a recommended proposal - Fulton County Department of Real Estate and Asset Management, 23RFP092723K-JA, Program Management Services in an amount not to exceed \$1,500,000.00 with Heery + Russell, a joint venture (Atlanta, GA), to provide Program Management Services to support the Department of Real Estate and Asset Management through the management of multiple County construction projects and related services. Effective upon issuance of Notice to Proceed (NTP) for two years, with one, one year renewal option.

24-0649 Real Estate and Asset Management

Request approval to increase the spending authority - Department of Real Estate and Asset Management, 21RFP131973C-MH, Bus and Shuttle Services in an amount not to exceed \$75,000.00 with MTI Limo and Shuttle Services, Inc. (College Park, GA) to cover additional annual expenses associated with an increase in bus and shuttle services supporting various initiatives and events sponsored by County agencies and County Commissioners. Effective upon BOC approval.

24-0650 Real Estate and Asset Management

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 24ITB143254C-JH, Mail Services Operation in an amount not to exceed \$349,424.16, with Moore Partners, Inc. dba More Business Solutions (Peachtree Corners, GA) to provide mail services Countywide. Effective dates: January 1, 2025, through December 31, 2025, with two renewal options.

Health and Human Services**24-0651 Behavioral Health and Developmental Disabilities**

Request confirmation of seven (7) nominees as voting members of the Fulton County Opioid Abatement Advisory Council. Voting members shall include the following: (1) a designee of the Fulton County Sheriff's Office, as nominated by the Sheriff and confirmed by the Board of Commissioners; (2) a member designated by the executive team of the Fulton County Department of Behavioral Health and Developmental Disabilities and confirmed by the Board of Commissioners; (3) a member of the Fulton County Board of Health, as nominated by the Fulton County Board of Health and confirmed by the Board of Commissioners; (4) an academic member with a background in substance use and recovery, as nominated by the Director of the Fulton County Department of Behavioral Health and Developmental Disabilities and confirmed by the Board of Commissioners; (5) a substance use disorder treatment provider within Fulton County licensed by the Georgia Department of Community Health (DCH), as nominated by the Director of the Fulton County Department of Behavioral Health and Developmental Disabilities and confirmed by the Board of Commissioners; (6) a survivor of the disease of addiction or a family member who has lost a loved one to the disease, as nominated by the Director of the Fulton County Department of Behavioral Health and Developmental Disabilities and confirmed by the Board of Commissioners; (7) a designee of the Fulton County Superior Court, as nominated by Fulton County Superior Court Administration and confirmed by the Board of Commissioners.

These seven (7) voting members shall serve at the pleasure of the Board of Commissioners up to an initial term of two (2) years. In addition, the Director of the Fulton County Department of Behavioral Health and Developmental Disabilities shall serve as an ex-officio member of the Council, providing insight and guidance without holding voting rights.

Nominees:

1. **Dr. Tracey Elam**, Fulton County's Sheriff's Department (representing Sheriff or Sheriff's Designee)
2. **Lynnette Allen**, Fulton County Behavioral Health and Developmental Disabilities (representing Fulton County Department of Behavioral Health and Developmental Disabilities/Community Service Board)
3. **Beatrice King**, Fulton County Board of Health (representing Fulton County Board of Health Member)
4. **Supriya Kegley**, PhD, MPH, Emory Rollins School of Public Health (representing Academic Member)
5. **Tracey-Ann George**, Ascensa Health, (formerly St. Jude's Recovery) (representing Substance Use Provider Licensed by DCH)
6. **Robin Buckley**, Johns Creek Chamber of Commerce (representing Member with Lived Experience or a Family Member)
7. **John Collins**, Superior Court of Fulton County (representing Accountability Court)

LaTrina Foster, Director, Fulton County Behavioral Health and Developmental Disabilities, (Ex-Officio Member)

24-0652 Behavioral Health and Developmental Disabilities

Request approval to enter into a contract with the Georgia Department of Behavioral Health & Developmental Disabilities for the planning and design of the Behavioral Health Crisis Center in North Fulton for a contract term September 25, 2024 through September 24, 2025. The contract is grant funded in the amount of \$500,000.00. The County Attorney is authorized to approve the contract as to legal form and make modifications thereto, including correcting scrivener's errors, prior to execution.

24-0653 Community Development

Request approval to (a) rescind prior 2024 Veterans Services Program (VSP) award to the non-profit (identified in Attachment "A") in the amount of \$30,000.00; and (b) reallocate the rescinded funding in the amount of \$30,000.00 to the non-profits (identified in Attachment "B").

COMMISSIONERS' ACTION ITEMS**24-0611 Board of Commissioners**

Request approval of an Ordinance amending Part 1, Subpart B, Chapter 102 - Administration, Article I, Sec. 101-68 - Decorum, of the Code of Laws of Fulton County, Georgia Relating to Rules of Decorum Governing Meetings of the Board of Commissioners; and for other purposes. **(Pitts) (HELD ON 9/18/24)**

24-0654 Board of Commissioners

Request approval of a Resolution to designate a resignation procedure for appointed members of the Boards, Commissions, Taskforces, Committees, Councils and authorities created under the authority of the Fulton County Board of Commissioners; and for other purposes. **(Pitts)**

24-0655 Board of Commissioners

Request approval of a Resolution to ensure free accessibility to Fulton County records by County officials and employees as needed to fulfill their public duties and functions; and for other purposes. **(Thorne)**

24-0656 Board of Commissioners

Request approval of a Resolution that any unbudgeted financial impact to Fulton County resulting from failure to comply with the Purchasing Code and other procurement requirements shall be deducted from the budget of the noncompliant department, office, Constitutional Officer, or Elected Official, or offset by reduction to subsequent fiscal year budgets; and for other purposes. **(Abdur-Rahman)**

Commissioners' Full Board Appointments**24-0657 Board of Commissioners**
REGION III EMERGENCY MEDICAL SERVICES COUNCIL

The Bylaws of the Region III Emergency Medical Services (EMS) Council requires that its members be appointed by County Commissioners and must constitute a minimum of two thirds of the voting membership. Council members serve terms of appointment of three (3) years. The Council year will be from July 1 to June 30. The term of each appointment shall be for three years with one-third of the Council to be appointed each year. In order to have one-third of the Council appointed each year some appointments may be made for 1 or 2 years until such balances achieved. Members may be reappointed to the EMS Council with no limit on terms. (See EMS Advisory Council Bylaws updated on 5/13/2021).

Term = 3 Years

Term below expires: June 30, 2026
Matthew Kallmyer (**BOC/Position 2**)

Chairman Pitts has nominated Alex Robles to replace Matt Kallmyer for a Full Board appointment to an unexpired term ending June 30, 2026.

COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS**24-0613 Board of Commissioners**
Discussion: Open Records Requests (Thorne) (HELD ON 9/18/24)**24-0614 Board of Commissioners**
Discussion: Sheriff's Office Outstanding Invoices (Pitts) (HELD ON 9/18/24)

Reference item #24-0579:
A motion was made by Commissioner Arrington and seconded by Commissioner Hall, to allocate the \$2.137 million to the Sheriff's Office.
Motion to Approve Failed on 9/4/24

24-0615 Board of Commissioners
Discussion: Inmate Phone Contract & Jail Commissary Contract (Pitts) (HELD ON 9/18/24)**24-0658 Board of Commissioners**
Discussion: Update of activities of the City of Atlanta and Fulton County Recreation Authority (AFCRA). (Arrington)

EXECUTIVE SESSION

[24-0659](#) 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.: 24-0620

Meeting Date: 10/2/2024

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

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Vincent Nathaniel Young Remembrance Day." **(Hall/Arrington)**
September 21, 2024

Proclamation recognizing "Baldie Con Appreciation Day." **(Abdur-Rahman/Pitts)**
September 27, 2024

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September 29, 2024

Proclamation recognizing "Raquell Lord Appreciation Day." **(Abdur-Rahman)**
October 3, 2024



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0621

Meeting Date: 10/2/2024

Department

Real Estate and Asset Management

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

Request approval of a change order less than 10% - Department of Real Estate and Asset Management, RFP#23RFP041723K-JA, Design/Build Services for Fulton County Behavioral Health Crisis Center in the total amount not to exceed \$997,640.00 with Hogan Construction Group, LLC (Norcross, GA), to modify the contract for final close-out costs of the of the design and construction of the Fulton County Behavioral Health Crisis Unit at the Oak Hill Child, Adolescent & Family Center. Effective upon BOC approval.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: On June 7, 2023, the BOC approved Item 23-0378, the recommended proposal in the amount of \$11,377,902.00 to provide Design-Build services for the construction of the Fulton County Behavioral Health Crisis Unit at the Oak Hill Child, Adolescent, & Family Center located at 2805 Metropolitan Parkway, SW Atlanta, GA 30315.

On April 10, 2024, the BOC approved Item #24-0243 for additional costs cover three requisite (3) change directives for Change Order No. 1, in the total amount of \$3,066,235.31, to continue providing, without disruption, construction of the Fulton County Behavioral Health Crisis Unit at Oak Hill Child, Adolescent & Family Center.

This request for Change Order No. 2 is for final costs associated for the completion the design and construction of the Fulton County Behavioral Health Crisis Unit at Oak Hill Child Adolescent & Family Center.

Scope of Work: The requested approval amount is the sum of eighteen (18) change directives that were needed to prevent the disruption of the construction schedule. They are detailed as follows:

Item	Description of Change Order	Amount
1	Floor Plan Modifications - Existing HVAC Replacement and Fire Pump Addition	\$500,023.00
2	Revised Permanent Security Office	\$60,422.00
3	May 6 th State Comments Revisions	\$44,205.00
4	Exterior Shade Sails and Fabric Awning	\$29,507.00
5	Fulton County Network Equipment Adds	\$42,890.00
6	Addition of Exterior Lighting	\$76,350.00
7	Custom Graphics at Terrace Fence Windscreen	\$20,439.00
8	Bolting Down of Exterior Furniture	\$3,188.00
9	Additional Door Lites	\$9,569.00
10	Patient Bed Relocation (Option 2)	\$37,027.00
11	Entry Gate Security and Camera Monitoring	\$99,329.00
12	Convex Mirrors	\$21,300.00
13	Outlet Covers	\$20,066.00
14	Cup Fillers at CSU and Temp OBS	\$8,974.00
15	Add Fabric to Bottom of Fabric Awning	\$1,238.00
16	Additional Bollards at Entry Gate	\$2,848.00
17	Additional Landscaping at Front Entry	\$3,323.00
18	Access Control Match 2 Devices	\$16,942.00
	Total Cost of Change Order No. 2	\$997,640.00

Community Impact: The successful completion of this project will provide citizens with access to Fulton County's first ever Behavioral Health Crisis facility. This facility will provide previously unavailable access to care and treatment options for individuals experiencing a behavioral health crisis.

Department Recommendation: The Department of Real Estate and Asset Management

recommends approval.

The Construction Contract will work in collaboration with the Department of Real Estate and Asset Management, Project Management Team.

Project Implications: This effort and impact are necessary to allow complete construction of a fully functional Behavioral Crisis Center to meet the Behavioral Health Crisis needs of the constituents and employees of Fulton County's Behavioral Health Crisis Unit at Oak Hill Child Adolescent & Family Center.

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

Department Issues/Concerns: If this Change Order is not approved, the Contractor cannot provide the completed construction projected for Fulton County's Behavioral Health Crisis Unit at Oak Hill Child Adolescent & Family Center

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0378	6/7/23	\$11,377,902.00
Change Order No. 1	24-0243	4/10/24	\$3,066,235.31
Change Order No. 2			\$997,640.00
Total Revised Amount			\$15,441,777.31

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

Contract Value: \$997,640.00

Prime Vendor: Hogan Construction Group, LLC/The Collaborative Firm, LLC Joint Venture
(JV - 75/25)

Prime Status: Hogan (\$98,467.07 or 75.00%) Non-Minority & The Collaborative Firm
(\$32,822.36 or 25.00%) African American Male Business Enterprise

Location: Norcross, GA

County: Gwinnett County

Prime Value: \$131,289.42 or 13.16%

Subcontractor: NetPlanner Systems, Inc.

Subcontractor Status: *Non-Minority*

Location: Norcross, GA

County: Gwinnett County

Subcontractor Value: \$118,719.16 or 11.90%

Subcontractor: Monroy Landscaping Services, LLC

Subcontractor Status: *Hispanic Male Business Enterprise*

Location: Snellville, GA

County: Gwinnett County

Subcontractor Value: \$10,974.04 or 1.10%

Subcontractor: PEC
Subcontractor Status: *Non-Minority*
Location: Covington, GA
County: Newton County
Subcontractor Value: \$1,995.28 or 0.20%

Subcontractor: Elite Awnings
Subcontractor Status: *White Female Business Enterprise*
Location: Sugar Hill, GA
County: Gwinnett County
Subcontractor Value: \$34,917.40 or 3.50%

Subcontractor: Universatech Electrical & Remodeling Co., Inc
Subcontractor Status: *Non-Minority*
Location: Norcross, GA
County: Gwinnett County
Subcontractor Value: \$295,301.44 or 29.60%

Subcontractor: Atlanta Commercial Flooring, Inc.
Subcontractor Status: *Small Business Enterprise*
Location: Acworth, GA
County: Cobb County
Subcontractor Value: \$17,957.52 or 1.80%

Subcontractor: CWC
Subcontractor Status: *Non-Minority*
Location: Atlanta, GA
County: DeKalb County
Subcontractor Value: \$5,985.84 or 0.60%

Subcontractor: Commercial Interiors Manufacturing, Inc.
Subcontractor Status: *Non-Minority*
Location: Jasper, GA
County: Pickens County
Subcontractor Value: \$54,870.20 or 5.50%

Subcontractor: Paulson Cheek
Subcontractor Status: *Non-Minority*
Location: Norcross, GA
County: Gwinnett County
Subcontractor Value: \$35,915.04 or 3.60%

Subcontractor: Goodman Painting
Subcontractor Status: *Non-Minority*
Location: Atlanta, GA

County: Fulton County
Subcontractor Value: \$5,985.84 or 0.60%

Subcontractor: M.O. Inc.
Subcontractor Status: *Non-Minority*
Location: Alpharetta, GA
County: Fulton County
Subcontractor Value: \$47,886.72 or 4.80%

Subcontractor: West Metro Glass, Co.
Subcontractor Status: *Non-Minority*
Location: Winston, GA
County: Douglas County
Subcontractor Value: \$99.76 or 0.01%

Subcontractor: Classic City Door & Hardware
Subcontractor Status: *Small Business Enterprise*
Location: Athens, GA
County: Clarke County
Subcontractor Value: \$73,027.25 or 7.32%

Subcontractor: Aaron's Doors LLC
Subcontractor Status: *Small Business Enterprise*
Location: Cumming, GA
County: Forsyth County
Subcontractor Value: \$99.76 or 0.01%

Subcontractor: WCS
Subcontractor Status: *Non-Minority*
Location: Jonesboro, GA
County: Clayton County
Subcontractor Value: \$4,988.20 or 0.50%

Subcontractor: Rawlins Plumbing
Subcontractor Status: *Non-Minority*
Location: Roswell, GA
County: Fulton County
Subcontractor Value: \$5,985.84 or 0.60%

Subcontractor: Norix
Subcontractor Status: *Non-Minority*
Location: Chicago, IL
County: DuPage County
Subcontractor Value: \$16,959.88 or 1.70%

Subcontractor: Ryal Brothers, LLC

Subcontractor Status: *Small Business Enterprise*
Location: Gainesville, GA
County: Hall County
Subcontractor Value: \$4,988.20 or 0.50%

Subcontractor: C&C Fence
Subcontractor Status: *Non-Minority*
Location: McDonough, GA
County: Henry County
Subcontractor Value: \$41,900.88 or 4.20%

Subcontractor: TVS
Subcontractor Status: *Non-Minority*
Location: Atlanta, GA
County: Fulton County
Subcontractor Value: \$32,922.12 or 3.30%

Subcontractor: Calfin Services CO dba CME Corp
Subcontractor Status: *Non-Minority*
Location: Warwick, RI
County: Kent County
Subcontractor Value: \$3,990.56 or 0.40%

Subcontractor: Triton Sprinkler Company, LLC
Subcontractor Status: *Non-Minority*
Location: Marietta, GA
County: Cobb County
Subcontractor Value: \$50,879.64 or 5.10%

Total Contract Value: \$997,640.00 or 100.00%
Total Certified Value: \$453,128.09 or 45.42%

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

Exhibit 1: Change Order No. 2 to Form of Contract
Exhibit 2: Change Order Cost Proposal
Exhibit 3: 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

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$11,377,902.00
Previous Adjustments: \$3,066,235.31
This Request: \$997,640.00
TOTAL: \$15,444,777.31

Grant Information Summary

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

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

448-520-ARP1-HINF: American Rescue Plan, Real Estate and Asset Management, Health Infrastructure - \$997,640.00

Key Contract Terms	
Start Date: Upon BOC Approval	End Date: Completion of construction project.
Cost Adjustment:	Renewal/Extension Terms: Non-Applicable

Overall Contractor Performance Rating: 94**Would you select/recommend this vendor again?**

Yes

Report Period Start: 4/1/2024
Report Period End: 6/30/2024

CHANGE ORDER NO. 2 TO FORM OF CONTRACT

Contractor: **Hogan Construction Group, LLC**

Contract No. **23RFP041723K-JA, Design-Build Services for
Fulton County Behavioral Health Crisis Center**

Address: **5075 Avaion Ridge Parkway**
City, State **Norcross, Georgia 30071**

Telephone: **(770) 242-8588**

E-mail: akillen@hoganconstructiongroup.com

Contact: **Adam Killen, Vice President**

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Hogan Construction Group, LLC, to provide design-Build Services for the Fulton County Behavioral Health Crisis Center, dated July 6, 2023, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, this change order is required for final costs associated in order to close out the completion of design services and construction of the Fulton County Behavioral Health Crisis Unit at Oak Hill Child Adolescent & Family Center; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on October 2, 2024, BOC Item #24- .

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

This Change Order No. 2 to Form of Contract is effective as of the 2nd day of October, 2024, between the Hogan Construction Group, LLC who agree that all Services specified will be performed in accordance with this Change Order No. 2 of Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** This Change Order No. 2 modifies the existing Contract for the costs associated with the eighteen (18) separate Change Order requests which were necessary for the completion of the construction of the new facility to include the partial renovation of the current administrative office and other connected areas for the Fulton County Behavioral Health Crisis Unit at the

Oak Hill Child, Adolescent & Family Center as detailed below:

Item	Description of Change Order	Amount
1	Floor Plan Modifications-Existing HVAC Replacement and Fire Pump Addition	\$500,023.00
2	Revised Permanent Security Office	\$60,422.00
3	May 6 th State Comments Revisions	\$44,205.00
4	Exterior Shade Sails and Fabric Awning	\$29,507.00
5	Fulton County Network Equipment Adds	\$42,890.00
6	Addition of Exterior Lighting	\$76,350.00
7	Custom Graphics at Terrace Fence Windscreen	\$20,439.00
8	Bolting Down of Exterior Furniture	\$3,188.00
9	Additional Door Lites	\$9,569.00
10	Patient Bed Relocation (Option 2)	\$37,027.00
11	Entry Gate Security and Camera Monitoring	\$99,329.00
12	Convex Mirrors	\$21,300.00
13	Outlet Covers	\$20,066.00
14	Cup Fillers at CSU and Temp OBS	\$8,974.00
15	Add Fabric to Bottom of Fabric Awning	\$1,238.00
16	Additional Bollards at Entry Gate	\$2,848.00
17	Additional Landscaping at Front Entry	\$3,323.00
18	Access Control Match 2 Devices	\$16,942.00
	Total of Change Order #2	\$997,640.00

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$997,640.00 (Nine Hundred Ninety-Seven Thousand Six Hundred Forty Dollars and Zero Cents).
3. **LIABILITY OF COUNTY:** This Change Order No. 2 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
3. **EFFECT OF CHANGE ORDER NO. 2 TO FORM OF CONTRACT:** Except as modified by this Change Order No. 2 to Form of Contract, the Contract and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

**HOGAN CONSTRUCTION
GROUP, LLC**

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Adam Killen,
Vice President

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

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

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2 ND RM: _____ SECOND REGULAR MEETING
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Change Order for a Design-Build Project

PROJECT (Name and address): 23RFP041723K-JA Design-Build Services for Fulton County Behavioral Health Crisis Center 2805 Metropolitan Pkwy SW Atlanta, Georgia 30315	CHANGE ORDER NUMBER: 04 DATE: August 21, 2024	OWNER: <input checked="" type="checkbox"/> DESIGN-BUILDER: <input checked="" type="checkbox"/> ARCHITECT: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO DESIGN-BUILDER (Name and address): Hogan Construction Group, LLC 5075 Avalon Ridge Parkway Norcross, GA 30071	OWNER'S PROJECT NUMBER: 23RFP041723K-JA DESIGN-BUILD CONTRACT DATE: July 6, 2023 DESIGN-BUILD CONTRACT FOR: Fulton County Behavioral Health Crisis Center	

THE DESIGN-BUILD CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Change Directives)

1. User/Provider Floor Plan Modifications, Existing HVAC Units Replacement and Fire Pump Addition \$500,023
2. Revised Permanent Security Office \$60,422
3. May 6th State Comments Revisions \$44,205
4. Exterior Shade Sails and Fabric Awning \$29,507
5. Fulton County Network Equipment Adds \$42,890
6. Addition of Exterior Lighting \$76,350
7. Custom Graphics at Terrace Fence Windscreen \$20,439
8. Bolting Down of Exterior Furniture \$3,188
9. Additional Door Lites \$9,569
10. Patient Bed Relocation (Option 2) \$37,027
11. Entry Gate Security and Camera Monitoring \$99,329
12. Convex Mirrors \$21,300
13. Outlet Covers \$20,066
14. Cup Fillers at CSU and Temp OBS \$8,974
15. Add Fabric to Bottom of Fabric Awning \$1,238
16. Additional Bollards at Entry Gate \$2,848
17. Additional Landscaping at Fronty Entry \$3,323
18. Access Control Match 2 Devices \$16,942

In addition to the above changes in scope above, the revised and most recent design documents shall be incorporated into the contract with this Change Order. See exhibit "A" (Fulton County Behavioral Health Drawing Issue Log) attached herto for the most current drawing log.

The original Contract Sum was	\$ 11,377,902.00
The net change by previously authorized Change Orders	\$ 3,066,235.31
The Contract Sum prior to this Change Order was	\$ 14,444,137.31
The Contract Sum will be increased by this Change Order in the amount of	\$ 997,640.00
The new Contract Sum including this Change Order will be	\$ 15,441,777.31

The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is September 30, 2024

NOTE: This Change Order does not include changes in the Design-Builder's compensation, Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Change Directive until the cost and time have been agreed upon by both the Owner and Design-Builder, in which case a Change Order is executed to supersede the Change Directive.

When executing this Change Order, the Design-Builder represents that all changes to Project design implemented by this Change Order have been reviewed and approved in writing by the Architect or other licensed design professional(s) of record for the Project.

NOT VALID UNTIL SIGNED BY THE DESIGN-BUILDER AND OWNER.

Hogan Construction Group, LLC.

DESIGN-BUILDER (Firm name)

5075 Avalon Ridge Parkway, Norcross, Georgia 30071

ADDRESS



BY (Signature)

Paul Hogan, President

(Typed name)

August 21, 2024

DATE

Fulton County Georgia

OWNER (Firm name)

141 Pryor Street, SW, Atlanta Georgia 30303

ADDRESS



BY (Signature)

Joseph Davis

(Typed name)

8/22/2024

DATE

Exhibit "A"

Fulton County Behavioral Health Drawing Issue Log									
Sheet Number	Drawing Name	Permit Set 8/24/23	COA Comments 9/8/23	Construction Documents 9/14/23	ASI-01 10/26/23	Owner Revision 11/27/23	Owner Revision 1/9/24	User Revision 2/2/24	Construction Update 3/4/24
G-000	COVER SHEET	*	*	*	*	*		*	*
G-001	GENERAL INFORMATION AND NOTES	*		*					
G-002	GENERAL DIAGRAMS	*	*	*					
G-010	LIFE SAFETY DIAGRAM	*	*	*		*		*	*
A-000	SITE PLAN	*		*					
A-010	SITE COMPONENTS - PATIO "C" WING			*	*	*		*	
A-011	SITE COMPONENTS - PATIO "B" WING			*		*		*	
A-020	SITE COMPONENTS - COVERED WALKWAY			*		*			
A-100	OVERALL SITE AND ROOF DEMOLITION PLAN	*		*					
A-110	ENLARGED DEMOLITION FLOOR PLAN	*	*	*		*			
A-111	REFLECTED CEILING DEMOLITION PLAN	*		*					
A-116	SECURITY STATION PLAN AND ELEVATION - PREPARED BY SIZEMORE GROUP						*		
A-120	DEMOLITION ELEVATIONS & SECTIONS	*		*					
A-200	REFERENCE FLOOR PLAN	*		*		*		*	*
A-210	REFERENCE ROOF PLAN	*		*	*				*
A-220	REFERENCE REFLECTED CEILING PLAN	*		*		*		*	
A-240	REFERENCE FINISH PLAN			*		*		*	
A-250	REFERENCE SLAB EDGE PLAN				*	*			
A-300	ENLARGED FLOOR PLAN - EAST PLAN	*		*		*		*	*
A-301	ENLARGED FLOOR PLAN - WEST PLAN	*		*		*		*	*
A-310	ENLARGED ROOF PLAN - EAST	*		*	*				
A-311	ENLARGED ROOF PLAN - WEST	*		*	*				
A-320	ENLARGED CEILING PLAN - EAST	*		*		*		*	*
A-321	ENLARGED CEILING PLAN - WEST	*		*					*
A-330	ENLARGED ATTIC PLAN - EAST PLAN			*		*			
A-331	ENLARGED ATTIC PLAN - WEST PLAN			*		*			
A-340	ENLARGED FINISH PLAN - EAST PLAN			*		*		*	
A-341	ENLARGED FINISH PLAN - WEST PLAN			*		*		*	
A-360	ENLARGED PARTITION PLAN - EAST			*	*				*
A-361	ENLARGED PARTITION PLAN - WEST			*	*	*			
A-370	ENLARGED EQUIPMENT PLAN - EAST PLAN			*		*		*	
A-371	ENLARGED EQUIPMENT PLAN - WEST PLAN			*		*		*	
A-400	BUILDING ELEVATION	*		*		*			*
A-410	BUILDING SECTIONS	*		*					
A-500	EXTERIOR COMPONENT - TYPICAL WALL	*		*		*			*
A-501	EXTERIOR COMPONENT - TYPICAL WALL			*		*		*	*
A-502	EXTERIOR COMPONENT - TYPICAL DETAILS			*	*	*			
A-520	SALLYPORT COMPONENT			*		*			*
A-521	SALLYPORT COMPONENT			*		*			
A-522	SALLYPORT COMPONENT								
A-600	INTERIOR ELEVATIONS			*		*		*	
A-620	TYPICAL FLOOR TRANSITION & BASE DETAILS			*		*			
A-630	TYPICAL WALL & CEILING DETAILS			*					
A-640	FURNITURE PLAN	*		*				*	
A-700	INTERIOR COMPONENT - RESTROOMS	*		*		*		*	
A-701	INTERIOR COMPONENT - RESTROOMS	*		*		*		*	
A-702	INTERIOR COMPONENT - RESTROOMS	*		*		*		*	
A-703	INTERIOR COMPONENT - RESTROOMS	*		*		*		*	
A-710	INTERIOR COMPONENT - LIVING ROOM			*		*			
A-711	INTERIOR COMPONENT - PEER OFFICE AND OVERFLOW LIVING ROOM			*		*		*	*
A-720	INTERIOR COMPONENT - NURSE STATION B AND RECEPTION			*		*		*	*
A-721	INTERIOR COMPONENT - NURSE STATION A			*		*		*	*
A-730	INTERIOR COMPONENT - OBSERVATION AND STAFF BREAK ROOM			*		*			
A-740	INTERIOR COMPONENT - DINING ROOM AND WARMING KITCHEN			*		*			
A-750	INTERIOR COMPONENT - PHARMACY AND LAB			*		*		*	
A-760	INTERIOR COMPONENT - MED			*		*		*	
A-770	INTERIOR COMPONENT - EXAM			*		*		*	

Exhibit "A"

Fulton County Behavioral Health Drawing Issue Log									
Sheet Number	Drawing Name	Permit Set 8/24/23	COA Comments 9/8/23	Construction Documents 9/14/23	ASI-01 10/26/23	Owner Revision 11/27/23	Owner Revision 1/9/24	User Revision 2/2/24	Construction Update 3/4/24
A-800	MILLWORK DETAILS					*		*	*
A-900	PARTITION TYPES	*		*				*	
A-910	UL DETAILS	*		*		*			
A-920	FINISH SCHEDULE	*		*		*		*	
A-921	EQUIPMENT SCHEDULE							*	
A-930	DOOR AND WINDOW SCHEDULE	*		*		*		*	*
A-931	DOOR AND WINDOW TYPES	*		*		*			
S-001	GENERAL NOTES & SCHEDULES	*		*		*			
S-002	CONCRETE & MASONRY GENERAL NOTES AND SCHEDULES	*		*		*			
S-003	STEEL & WOOD GENERAL NOTES AND SCHEDULE	*		*		*			
S-101	OVERALL UPPER FOUNDATION PLAN	*		*		*			*
S-102	FOUNDATION PLAN - SOUTH EAST WING	*		*		*			*
S-103	FOUNDATION PLAN - NORTH WEST WING	*		*		*			*
S-104	ROOF FRAMING PLAN	*		*		*			*
S-105	ROOF FRAMING PLAN - SOUTH EAST WING	*		*		*			*
S-106	ROOF FRAMING PLAN - NORTH WEST WING	*		*		*			*
S-106W	WOOD WALL PLAN - SOUTH EAST WING	*		*		*			*
S-107W	WOOD WALL PLAN - NORTH WEST WING	*		*		*			*
S-301	FOUNDATION DETAILS	*		*		*			*
S-311	SLAB-ON-GROUND DETAILS	*		*		*			*
S-312	SLAB-ON-GROUND DETAILS - WOOD	*		*		*			*
S-331	CONCRETE WALL, MASONRY & STEEL FRAMING DETAILS	*		*		*			*
S-611	WOOD ROOF FRAMING DETAILS	*		*		*			*
S-612	WOOD ROOF FRAMING DETAILS	*		*		*			*
S-613	WOOD ROOF FRAMING DETAILS	*		*		*			*
S-621	WOOD SHEAR WALL ELEVATIONS AND DETAILS	*		*		*			*
S-631	WOOD WALL ELEVATIONS	*		*		*			*
M-001	MECHANICAL INDEX, LEGEND, AND NOTES	*							
M-002	MECHANICAL SCHEDULES	*		*					*
M-101	MECHANICAL DEMO PLAN - EAST	*							
M-102	MECHANICAL DEMO PLAN - WEST	*							
M-200	MECHANICAL FLOOR PLAN - OVERALL	*			*	*			
M-201	MECHANICAL FLOOR PLAN - EAST	*		*	*	*		*	*
M-202	MECHANICAL FLOOR PLAN - WEST	*		*					*
M-301	MECHANICAL CONTROLS	*							
M-302	MECHANICAL CONTROLS	*			*	*			
M-401	MECHANICAL DETAILS	*							
M-402	MECHANICAL DETAILS	*							*
E-001	ELECTRICAL SYMBOL LEGEND, ABBREVIATIONS AND SHEET INDEX	*							
E-002	GENERAL NOTES	*							
E-003	ONE-LINE DIAGRAM	*		*		*		*	*
E-004	PANEL SCHEDULES	*		*		*		*	*
E-101	ELECTRICAL DEMOLITION EAST PLAN - POWER	*		*					
E-102	ELECTRICAL DEMOLITION EAST PLAN - LIGHTING	*							
E-103	ELECTRICAL DEMOLITION DRAWINGS WEST PLAN	*							
E-200	ELECTRICAL SITE PLAN	*		*		*			*
E-201	ELECTRICAL FLOOR PLAN - POWER - EAST	*		*	*	*		*	*
E-202	ELECTRICAL FLOOR PLAN - POWER - WEST	*		*	*	*		*	*
E-203	ELECTRICAL FLOOR PLAN - LIGHTING - EAST	*				*		*	*
E-204	ELECTRICAL FLOOR PLAN - LIGHTING - WEST	*		*					
E-205	ELECTRICAL FLOOR PLAN - FIRE ALARM - EAST	*		*		*			*
E-206	ELECTRICAL FLOOR PLAN - FIRE ALARM - WEST	*		*					
E-207	ELECTRICAL ATTIC PLAN - POWER/LTG - EAST	*		*		*			*
E-208	ELECTRICAL ATTIC PLAN - POWER/LTG - WEST	*		*		*			
E-301	ELECTRICAL FLOOR PLAN - SYSTEMS - EAST	*			*	*			
E-302	ELECTRICAL FLOOR PLAN - SYSTEMS - WEST	*			*	*			
E-401	LIGHT FIXTURE SCHEDULE AND ELECTRICAL DETAILS	*		*					*
E-402	ELECTRICAL DETAILS	*							
P-001	GENERAL NOTES	*			*	*		*	
P-002	SCHEDULE AND DETAILS	*	*		*	*		*	
P-101	PLUMBING DEMOLITION DRAWINGS EAST PLAN	*							
P-200	PLUMBING FLOOR PLAN	*							
P-201	PLUMBING GRAVITY PLAN - EAST	*	*		*	*		*	
P-202	PLUMBING GRAVITY PLAN - WEST	*	*		*	*		*	
P-203	PLUMBING PRESSURE PLAN - EAST	*	*		*	*		*	
P-204	PLUMBING PRESSURE PLAN - WEST	*	*		*	*		*	
P-301	PLUMBING GRAVITY RISER	*	*						
P-302	GRAVITY RISER - EAST	*	*		*	*		*	
P-303	GRAVITY RISER - WEST	*	*		*	*			

Exhibit "A"

Fulton County Behavioral Health Drawing Issue Log									
Sheet Number	Drawing Name	Permit Set 8/24/23	COA Comments 9/8/23	Construction Documents 9/14/23	ASI-01 10/26/23	Owner Revision 11/27/23	Owner Revision 1/9/24	User Revision 2/2/24	Construction Update 3/4/24
FP-001	FIRE PROTECTION INDEX, LEGEND & NOTES	*							
FP-101	FIRE PROTECTION DEMOLITION PLAN - EAST	*							
FP-200	FIRE PROTECTION ZONING PLAN	*							
FP-201	FIRE PROTECTION FLOOR PLAN - EAST PLAN	*		*		*		*	*
FP-202	FIRE PROTECTION FLOOR PLAN - WEST PLAN	*				*			
LV-000	COVER PAGE			*		*		*	
LV-001	ELECTRICAL TOUGH-IN & GENERAL NOTES					*		*	
LV-101	SITE PLAN			*		*			
LV-201	FLOOR PLAN - MAIN LEVEL AREA "A"			*		*		*	*
LV-202	FLOOR PLAN - MAIN LEVEL AREA "B"			*		*		*	*
LV-301	LARGE SCALES			*		*			
LV-302	LARGE SCALES					*			
LV-401	ONE-LINE DIAGRAMS - SURVEILLANCE - INTRUSION - TV DISTRIBUTION			*		*			
LV-402	ONE-LINE DIAGRAMS - DATA - SECURITY - VOICE			*		*			*
LV-403	ONE-LINE DIAGRAMS - GROUNDING			*		*			
LV-404	ONE-LINE DIAGRAMS - NURSE CALL - INTRUSION - INTERCOM					*			
LV-405	ONE-LINE DIAGRAMS - DOOR ALARM MONITORING					*			
LV-406	ONE-LINE DIAGRAMS - WIRELESS DURESS CALL SYSTEM					*			
LV-501	DETAILS - FIRESTOPPING			*					
LV-502	DETAILS - TELECOM			*					
LV-503	DETAILS - INSTALLATION			*		*			
LV-504	DETAILS - DOORS			*					
LV-601	CAMERA SCHEDULE			*		*			
AV-000	COVER PAGE					*			
AV-201A	LEVEL 1 - FLOOR PLAN - AREA A					*			
AV-201B	LEVEL 1 - FLOOR PLAN - AREA B					*			
AV-301	LARGE SCALES					*			
AV-401	ONE-LINE DIAGRAMS					*			
AV-402	ONE-LINE DIAGRAMS					*			
AV-501	DETAILS					*			
AV-601	DISPLAY SCHEDULE					*			

Performance Evaluation Details

ID	E4
Project	Design-Build Services for the Peachtree Library Renovation
Project Number	22RFP032922K-CRB_
Supplier	Hogan Construction Group, LLC
Supplier Project Contact	Mike Tomlin (preferred language: English)
Performance Program	Construction Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	08/19/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/19/2024 12:12 PM EDT
Completion Date	08/19/2024 12:12 PM EDT
Evaluation Score	94

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

20/20

Rating

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

Comments

Not Specified

BUDGET MANAGEMENT

20/20

Rating

Outstanding: Reasonable pricing on Scope Changes and processed in an expedited manner. Outstanding cost control. Changes in project scope outside of the consultant's control are identified quickly, with consideration given to the financial and budget implications. Scope changes submitted quickly with thorough rational and fair costing.

Comments

Not Specified

OVERALL CONSTRUCTION PROJECT MANAGEMENT

17/20

Rating

Excellent: Commendable Project Management that exceeds in some areas.

Comments

Not Specified

COST CONTROL

20/20

Rating

Outstanding: 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

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

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

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0622

Meeting Date: 10/2/2024

Department

Real Estate and Asset Management

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

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 22ITB134894C-MH, Maintenance and Testing of Fire Intrusion Alarm Systems in the total amount not to exceed \$110,000.00 with (A) VSC Fire & Security, Inc. (Norcross, GA) in an amount not to exceed \$75,000.00; and (B) Entec Systems, Inc. (Suwanee, GA) in an amount not to exceed \$35,000.00, to provide on-site maintenance and testing of fire-intrusion alarm systems on annual/or an "as-needed" basis for County facilities. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2025, through December 31, 2025.

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

Scope of Work: These contracts furnish all materials, parts, labor, equipment, and appurtenances necessary to provide on-site preventive maintenance and testing of fire-intrusion alarm systems tasks for all system components to include fire alarm main and sub panels including intrusion alarm

connections for Fulton County facilities

The scope of work also includes, but not limited to:

- LED lamp & batteries
- Smoke and heat detectors
- Horns and strobes
- Duck smoke detector
- Pull stations
- Fireman phone jacks
- Override panels

Community Impact: This contract focuses on the safety of the buildings which are visited by citizens. This contract covers the annual maintenance and inspection of the fire-intrusion alarm systems in the buildings for any deficiency that may be observed that would put the building out of compliance. In addition, any corrective repairs that needs to be conducted to maintain the systems in operation and ensure compliance with fire codes are provided under this contract.

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

The requested spending authority in the total amount of \$110,000.00 for FY2025, is an increase of \$5,000.00 (\$110,000.00 - \$105,000.00= +\$5,000.00) over FY2024. There are two (2) large facilities that will be requiring substantial investment in maintaining fire and intrusion alarm system maintenance services; (1) Fulton County Central Warehouse located at 5600 Campbellton-Fairburn Road, Fairburn, GA 30213 and (2) Fulton County Public Safety Training Center located at 1281 Fulton Industrial Blvd, Atlanta, GA 30331, which will be coming on-line in FY2025.

These are time and materials contracts that require covering the costs for replacement of parts/components and labor for inspections and maintenance repairs.

Project Implications: Current fire code/regulations requires that all fire alarm and suppression systems be tested with any noted deficiencies addressed in short order as mandated by the State Fire Marshall.

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

Department Issues/Concerns: If these renewal contracts are not approved, the Department will not be able to provide the required maintenance and testing of fire- intrusion alarm systems in Fulton County facilities and without testing to determine deficiencies in the systems, it will increase the risk potential for the County.

Contract Modification

(A) VSC Fire & Security, Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0873	11/16/22	\$65,000.00
1st Renewal	23-0660	10/4/23	\$70,000.00
2nd Renewal			\$75,000.00
Total Revised Amount			\$210,000.00

(B) Entec Systems, Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0873	11/16/22	\$35,000.00
Increase Spending Authority No. 1	23-0374	6/7/23	\$35,975.00
1st Renewal	23-0660	10/4/23	\$35,000.00
2nd Renewal			\$35,000.00
Total Revised Amount			\$140,975.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)***Contract Value: \$110,000****(A)****Contract Value: \$75,000****Prime Vendor: VSC Fire & Security, Inc.****Prime Status: Non-Minority****Location: Norcross, GA****County: Gwinnett County****Prime Value: \$75,000.00 or 100.00%****Total Contract Value: \$75,000.00 or 100.00%****Total Certified Value: \$0.00 or 0.00%****(B)****Contract Value: \$35,000.00****Prime Vendor: Entec Systems, Inc.****Prime Status: Small Business Enterprise (SBE)****Location: Suwanee, GA****County: Gwinnett County****Prime Value: \$35,000.00 or 100.00%****Total Contract Value: \$35,000.00 or 100.00%**

Agenda Item No.: 24-0622

Meeting Date: 10/2/2024

Total Certified Value: **\$35,000.00 or 100.00%**

Grand Contract Value: **\$110,000.00 or 100.00%**

Grand Certified Value: **\$35,000.00 or 31.81%**

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

Exhibit 1: Contract Renewal Agreements

Exhibit 2: Contractor's Performance Reports

Exhibit 3: Contract Renewal Evaluation Form

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$100,000.00

Previous Adjustments: \$140,975.00

This Request: \$110,000.00

TOTAL: \$350,975.00

Grant Information Summary

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

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

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5221-1116: General, Real Estate and Asset Management, Building Maintenance- \$110,000.00
"Subject to availability of funding adopted for FY 2025 by BOC"

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: renewal options remain

Overall Contractor Performance Rating:

VSC Fire & Security, Inc.	76
Entec Systems, Inc.	79

Would you select/recommend this vendor again?

Yes

Report Period Start:	Report Period End:
4/1/2024	6/30/2024



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 22ITB134894C-MH

BID/RFP# TITLE: Maintenance and Testing Fire-Intrusion Alarm Systems

ORIGINAL APPROVAL DATE: 11/16/2022

RENEWAL EFFECTIVE DATES: 1/ 1/ 2025 **THROUGH** 12/ 31/2025

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$75,000.00

COMPANY'S NAME: VSC Fire & Security, Inc.

ADDRESS: 1780 Corporate Drive, Suite 425

CITY: Norcross

STATE: GA

ZIP: 30093

This Renewal Agreement No. ____ was approved by the Fulton County Board of

Commissioners on BOC DATE: _____ **BOC NUMBER:** _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

VSC FIRE & SECURITY, INC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Sean T. Haddow
Inspection Sales

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

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

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2 ND RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 22ITB134894C-MH

BID/RFP# TITLE: Maintenance and Testing Fire-Intrusion Alarm Systems

ORIGINAL APPROVAL DATE: 11/16/2022

RENEWAL EFFECTIVE DATES: 1/ 1/ 2025 **THROUGH** 12/ 31/2025

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$35,000.00

COMPANY'S NAME: Entec Systems, Inc.

ADDRESS: 450 Satellite Blvd., NE, Suite P

CITY: Suwanee

STATE: GA

ZIP: 30024

This Renewal Agreement No. ____ was approved by the Fulton County Board of

Commissioners on BOC DATE: _____ BOC NUMBER: _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

ENTEC SYSTEMS, INC.

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

**Jared Coile
Inspection Manager**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

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

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2ND RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E1
Project	Maintenance and Testing of Fire-Intrusion Alarm Systems
Project Number	22ITB134894C-MH
Supplier	VSC Fire & Security
Supplier Project Contact	Brian Broadrick (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	09/03/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	09/03/2024 01:37 PM EDT
Completion Date	09/03/2024 01:37 PM EDT
Evaluation Score	76

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

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

Comments

Vendor demonstrated knowledge and experience in handling the requirements of contract. There have been no quality problems. Work was completed in compliance with the requirements of the contract.

TIMELINESS OF PERFORMANCE

14/20

Rating

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

Comments

Vendor needs to pay more attention to improving the scheduling of work and completing them within the financial year. Vendor meets the deadlines for inspection, but often repair of deficiencies identified during inspection are not given sufficient attention.

BUSINESS RELATIONS

17/20

Rating

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

Comments

Vendor is very responsive to inquiries and requests for quotes. Vendor also responds reasonably well to requests for proposals for new projects and modifications.

CUSTOMER SATISFACTION

14/20

Rating

Satisfactory: Contractor representative is reasonably responsive to User Department request for information and professional.

Comments

Contractor has a newly appointed representative who helps make the communication with them easy and more effective. Vendors operation in the field as well as in technical support are of satisfactory quality

COST CONTROL

14/20

Rating

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

Comments

Vendor's invoicing and follow up are very good. Invoices are accurate and seldom needs correction. Vendor also provides support in tracking the payments through monthly reports and timely advices.

GENERAL COMMENTS

Comments

Vendor has been providing fire alarm and related fire security services for over ten years to Fulton County. Continuing the contract with this vendor increases the overall efficiency in maintaining the fire safety systems

Performance Evaluation Details

ID	E6
Project	Maintenance and Testing of Fire-Intrusion Alarm Systems
Project Number	22ITB134894C-MH
Supplier	Entec Systems, Inc.
Supplier Project Contact	Jared Coile (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	07/08/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/08/2024 03:20 PM EDT
Completion Date	07/08/2024 03:20 PM EDT
Evaluation Score	79

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

14/20

Rating

Satisfactory: Overall compliance requires minor User Department resources to ensure achievement of contract requirements.

Comments

Vendor continues to provide goods and services of very good quality. Work is performed in full compliance with NFPA 25 specifications. There has been no occasion for complaint by user department

TIMELINESS OF PERFORMANCE

17/20

Rating

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

Comments

Vendor has complied with the scheduling of PM and repair jobs. They are continuing to cooperate with various building occupants and Fulton County DREAM staff in completing the NFPA inspections as scheduled

BUSINESS RELATIONS

14/20

Rating

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

Comments

Vendor routinely responds to inquiries about repair and PM work and adjusts schedules considering priority of work.

CUSTOMER SATISFACTION

17/20

Rating

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

Comments

Vendor is very responsive to service requests and calls. Full cooperation is available while scheduling work with multiple facilities owned or occupied by County Departments

COST CONTROL

17/20

Rating

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

Comments

Vendor is very punctual in submitting invoices. Invoices are always accurate and use bid / contract pricing. There has been no occasion for correcting a charge in any invoice

GENERAL COMMENTS

Comments

We may consider the vendor as a reliable source for the services contracted.

Contract Renewal Evaluation Form

Date:	July 29, 2024
Department:	Real Estate and Asset Management
Contract Number:	22ITB134894C-MH
Contract Title:	Maintenance & Testing of Fire-Intrusion Alarm Systems

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.

It is difficult to reduce the scope and cost of this type of contract because the scope of work is mandated by fire and life safety codes specified in NFPA 72. Apart from that 95% of the work can only be undertaken by persons licensed in low voltage wiring, which none of the County Staff is qualified in. We are making efforts to do part of the intrusion alarm maintenance in-house with an intention of reducing the cost. But this is a long-term process owing to training requirements and difficulty is getting resources. This contract furnishes all materials, labor, tools, equipment and appurtenances necessary to provide on-site fire alarm main and sub panels including intrusion alarm connections, for Fulton County 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 maintenance and testing of fire intrusion alarm systems reflect the current market rates as of today. This service was conducted in accordance with all applicable provisions of the Fulton County Purchasing Code Section 102-373, all Competitive Sealed Bids.

☐ **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:	
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?	Prices are comparable to Fulton County.

Explanation / Notes:

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

It is difficult to make a reasonable cost comparison with similar functions in other municipalities. Each building is unique in the design of fire safety requirements and no two buildings can probably have similar installations. Therefore comparing costs incurred on a different group of buildings with that for a certain group of Fulton County buildings may not yield useful information. Even within Fulton County buildings, comparison of fire alarm systems between two buildings of the same size may not give any useful data

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

FY2024 The County expenditures as of 7/29/2024, is \$20,218.00

FY2023 The County spent \$119,744.00

FY2022 The County spent \$84,165.61

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.

Level of expertise and certifications required for the Fire/Intrusion alarm systems maintenance requires most part of this service to be out-sourced. National Fire Protection Association's requirements, which the Georgia State Fire Marshal has adopted, requires that the systems be inspected and tested by agencies licensed for those jobs, at a minimum of once in a year

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

If this contract is not approved, Fulton County would be out of compliance with the Fire and Life Safety Codes because it cannot complete the annual fire alarm system testing mandated in the code. County would also not conform to insurance carrier recommendations for maintaining these systems. Additionally, by not ensuring the compliant operating status of these types of systems, County increases liability of exposure against the potential fire safety risks and resulting legal troubles.

Vijay Nair, Building Maintenance Manager

Vijay

Prepared by

August 27, 2024

Date

Joseph N. Davis, Director

JN

Department Head

August 29, 2024

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0623

Meeting Date: 10/2/2024

Department

Real Estate and Asset Management

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

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 23ITB138782C-JNJ, Glass and Plexiglas Repair and Replacement in the total amount not to exceed \$105,000.00 with (A) Brad Construction Company II, LLC (Fayetteville, GA) in an amount not to exceed \$30,000.00; and (B) P & E Mirror and Glass, LLC (Atlanta, GA) in an amount not to exceed \$75,000.00, to provide glass and Plexiglas repair and replacement on an "as needed" basis" for County facilities. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

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 Approval to renew existing contracts to provide Glass and Plexiglas Repair and Replacement on "as-needed" basis for Fulton County for FY2025.

Scope of Work: These contracts furnish repair, installation and/or replacement of glass and/or Plexiglas at various locations on an "as needed" basis. The detailed scope of work will vary by

individual projects as assigned over the term of the contract. The scope of work includes the removal and replacement of existing damaged glass for items such as, but not limited to, plate glass, table-top glass, storefront glass, passageway door glass, shower door glass, mirrors, glass supplies and materials. Glass products exclude automobiles and truck window glass.

These Countywide contracts are considered a stand-by contract that is used on an “as-needed” basis that provide repairs and replacement of damaged glass and/or Plexiglas due to vandalism of County properties.

Community Impact: None of which the Department is aware.

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

These are time and material contracts and the requested spending authorities in the total amount of \$105,000.00 is sufficient to cover the costs for labor, materials, and pending repairs and replacement of glass windows and Plexiglas projects which is coming out warranty due to increase of climate related damages for FY2025.

Project Implications: These contracts require specialty tools, equipment, training, and skills. Glass and Plexiglas repair and replacement will not be performed in a timely or cost-effective manner if this contract is not approved.

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

Department Issues/Concerns: If these renewal contracts are not approved, the Department cannot provide glass and Plexiglas repair and replacement for Countywide facilities.

Contract Modification

(A) Brad Construction Company II

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0057	1/24/24	\$65,000.00
1st Renewal			\$30,000.00
Total Revised Amount			\$95,000.00

(B) P & E Mirror and Glass, LLC

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0057	1/24/24	\$40,000.00
1st Renewal			\$75,000.00
Total Revised Amount			\$115,000.00

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

Contract Value: \$105,000.00**(A)**

Prime Vendor: Brad Construction Company II, LLC
Prime Status: African American Male Business Enterprise
Location: Fayetteville, GA
County: Fayette County
Prime Value: \$75,000.00 or 100.00%

Total Contract Value: \$75,000.00 or 100.00%**Total Certified Value:** \$75,000.00 or 100.00%**(B)**

Prime Vendor: P & E Mirror and Glass, LLC
Prime Status: African American Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Prime Value: \$30,000.00 or 100.00%

Total Contract Value: \$30,000.00 or 100.00%**Total Certified Value:** \$30,000.00 or 100.00%**Grand Contract Value:** \$105,000.00 or 100.00%**Grand Certified Value:** \$105,000.00 or 100.00%**Exhibits Attached** *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Contract Renewal Agreements

Exhibit 2: Performance Evaluation Reports

Exhibit 3: Contract Renewal Evaluation Form

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$105,000.00

Agenda Item No.: 24-0623

Meeting Date: 10/2/2024

Previous Adjustments: \$0.00
This Request: \$105,000.00
TOTAL: \$210,000.00

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:

100-520-5220-1116: General, Real Estate and Asset Management, Building Maintenance- \$55,000
“Subject to availability of funding adopted for FY2025 by BOC”

Funding Line 2:

100-520-5221-1116: General, Real Estate and Asset Management, Building Maintenance- \$50,000
“Subject to availability of funding adopted for FY2025 by BOC”

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: One renewal option remains

Overall Contractor Performance Rating:

Brad Construction Company II, LLC 79
P & E Mirror & Glass, LLC 76

Would you select/recommend this vendor again?

Yes

Report Period Start: 4/1/2024
Report Period End: 6/30/2024



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 23ITB138782C-JNJ (A)

BID/RFP# TITLE: Glass and Plexiglas Repair and Replacement

ORIGINAL APPROVAL DATE: 1/24/2024

RENEWAL EFFECTIVE DATES: 1/ 1/ 2025 **THROUGH** 12/ 31/2025

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$30,000.00

COMPANY'S NAME: Brad Construction Company II, LLC

ADDRESS: 550 W. Lanier Ave., Suite 801

CITY: Fayetteville

STATE: GA

ZIP: 30214

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

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

BRAD CONSTRUCTION COMPANY II, LLC

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

**Jameel Hanif
Principal**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

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

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2ND RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 23ITB138782C-JNJ (B)

BID/RFP# TITLE: Glass and Plexiglas Repair and Replacement

ORIGINAL APPROVAL DATE: 1/24/2024

RENEWAL EFFECTIVE DATES: 1/ 1/ 2025 **THROUGH** 12/ 31/2025

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$75,000.00

COMPANY'S NAME: P & E Mirror and Glass, LLC

ADDRESS: 2790 Lakewood Ave SW, STE C

CITY: Atlanta

STATE: GA

ZIP: 30315

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

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

P & E MIRROR AND GLASS, LLC

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

**Thernisa Hindsman
Partner**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

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

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2ND RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E9
Project	Glass and Plexiglas Repair and Maintenance
Project Number	20ITB126868C-CG
Supplier	Brad Construction Company II
Supplier Project Contact	Neal Morrison (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	07/08/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/08/2024 04:42 PM EDT
Completion Date	07/08/2024 04:42 PM EDT
Evaluation Score	79

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

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

Comments

Vendor provided services and material of good quality. There were no issues resulting from poor quality of material or poor workmanship. Contractor employed skilled workers and complied with technical specifications in the contract

TIMELINESS OF PERFORMANCE

14/20

Rating

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

Comments

Vendor provided services within agreed upon schedule. There has been no delay in execution of work except where manufacturer may have caused some delays

BUSINESS RELATIONS

17/20

Rating

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

Comments

Vendor maintained very good business contact with the project manager and always responded to quotes and requests for information. Vendor was also able to facilitate dialogue with the manufacturer when certain design/manufacturing issues were discussed

CUSTOMER SATISFACTION

17/20

Rating

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

Comments

Contractor communicated with Fulton County routinely and effectively. Where information was requested, contractor provided detailed notes and included manufacturer's cut sheets or web site information

COST CONTROL

14/20

Rating

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

Comments

Invoices were submitted by the vendor in a timely manner and with minimum or no delays. Vendor cooperated with the County during the cyber-attack, when payments were subjected to unusual delays

GENERAL COMMENTS

Comments

Recommend maintaining the contract considering the quality of their work.

Performance Evaluation Details

ID	E9
Project	Glass and Plexiglas Repair and Maintenance
Project Number	20ITB126868C-CG
Supplier	P & E Mirror and Glass LLC
Supplier Project Contact	Neicy Hindsman (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	07/08/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/08/2024 07:14 PM EDT
Completion Date	07/08/2024 07:14 PM EDT
Evaluation Score	76

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

14/20

Rating

Satisfactory: Overall compliance requires minor User Department resources to ensure achievement of contract requirements.

Comments

Vendor was not involved in many projects. However, the vendor provided goods and services of good quality in assigned projects

TIMELINESS OF PERFORMANCE

14/20

Rating

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

Comments

Vendor provided services as scheduled and without any delay.

BUSINESS RELATIONS

14/20

Rating

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

Comments

Contractor provided very prompt response to inquiries and request for quotes etc. Their back-office staff was well informed

CUSTOMER SATISFACTION

17/20

Rating

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

Comments

Contractor's account representative represented the contractor very well and assisted the County in getting things done fast.

COST CONTROL

17/20

Rating

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

Comments

Contractor's pricing of work was in compliance with contract pricing and in comparison, with the second vendor, less expensive. Invoices were prompt and in time. No errors or corrections observed.

GENERAL COMMENTS

Comments

Vendor is a good alternate resource where work does not involve multi-story buildings

Contract Renewal Evaluation Form

Date:	July 30, 2024
Department:	Real Estate and Asset Management
Contract Number:	23ITB1387828C-JNJ
Contract Title:	Glass and Plexiglas Repair and Replacement

Instructions:

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

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

This contract is used mainly for repair of glass windows and other similar glass structural parts of the building that are damaged by vandalism, storms, or leaks. This is also used where glass/mirror to be replaced are very heavy or are located at locations not accessible to County technicians.

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:	July 22, 2022
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: Prices we find on the internet or with other agencies do not provide accurate comparison with those we pay for our services. This is because type of work in each incident is mostly unique and depends on the size of job, location (Detention cell, multi-storied building windows, sunroof etc.) and the type of glass. Prices we pay for work within the County services are different for each work and a common base cannot be defined for any of these. Internet provides average cost for standard commercial/domestic window replacements, which are not comparable in task with work intended through this contract. However each case of work is evaluated for price, specification and application

☐ **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:	Ongoing daily maintenance & service.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	

Explanation / Notes:

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

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

FY2024 The County allocated expenditures as of 7/30/2024, \$32,873.50

FY2023 The Count spent \$41,937.70

FY2022 The County spent \$14,995.00

FY2021 There were no expenditures

FY2020 The County spent \$49,544.00

4. Does the renewal option include an adjustment for inflation?

☐ Yes

☒ No

(Information can be obtained from CPI index)

Was it part of the initial contract?

☐ Yes

☒ No

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

Explanation / Notes:

Click here to enter text.

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

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

This work cannot be completed even in parts using in-house staff because the skills used for the work are not one in County's employment. In addition, the work requires access to dangerous heights and restricted spaces, thereby increasing the potential for accidents and County's liability for injuries, work men compensation and insurance.

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

If this contract is not approved, County will not be able to keep its buildings safe. With increase in vandalism we have seen over the years in Metro Atlanta, County will be failing to keep its employees and patrons safe if the contract is not approved. In addition, glass structure being an important envelope for many buildings, the buildings will be open to hazardous conditions like leak, loss of conditioned air and potential growth of mold and other hazardous conditions.

Vijay Nair *Willie Perryman*
Vijay Nair, Bldg. Maintenance Mgr., Central
Willie Perryman, Bldg. Maintenance Mgr., Greater

July 30, 2024

Prepared by

Date

Joseph N. Davis, Director

August 10, 2022

Department Head

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0624

Meeting Date: 10/2/2024

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, 22ITB135025C-MH, Generator System Maintenance and Repair Services in the amount not to exceed \$135,000.00 with Power & Energy Services, Inc. (Powder Springs, GA), to provide on-site preventive generator system maintenance and repair services for Fulton County. This action exercises second of two renewal options. No renewal options remain. Effective dates: January 1, 2025, through December 31, 2025.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background This contract furnishes all materials, parts, labor, equipment, transportation, and appurtenances necessary to provide on-site preventive generator system maintenance and repair services for Fulton County. This standby maintenance contract provides back up power to 31 critical locations throughout Fulton County.

Scope of Work: The Scope of Work also includes, but not limited to:

1. The regular and systematic examination, adjustment, lubrication, replacement, and preventive maintenance of all components including automatic transfer switches.
2. All ordinary wear and tear, regardless of cause, not including internal engine parts.
3. All required tests and written reports.
4. Replacement or repairs caused by fluctuations in the main AC power systems.
5. Quarterly and Annual inspection services such as; fuel system, cooling system, lubrication system, combustion air intake system, engine system, electrical system, generator, and automatic transfer switches.

Community Impact: This standby maintenance contract provides back up power to 31 critical locations throughout Fulton County, including the Fulton County Executive Airport - Charlie Brown Field, North and South Service Centers, Senior Centers, and Health facilities. Failure to approve this contract could disrupt the service operation that provides quality programs to the citizens of Fulton County.

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

This is a time and materials contract and the requested spending authority in the total amount of \$135,000.00 is to cover the costs for replacement of all parts/ components and labor for inspections, and maintenance repairs for FY2025.

Project Implications: This maintenance contract provides support to approximately 31 generator systems that provides primary emergency back-up for 31 Fulton County facilities excluding the Fulton County Jail.

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

Department Issues/Concerns: If this renewal contract is not approved, it will adversely affect the Department's ability to address the needs for on-site preventive generator system maintenance and repair services for Fulton County.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0870	11/16/22	\$105,000.00
1st Renewal	23-0659	10/4/23	\$135,000.00
2nd Renewal			\$135,000.00
Total Revised Amount			\$375,000.00

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

Agenda Item No.: 24-0624

Meeting Date: 10/2/2024

Contract Value: \$135,000.00

Prime Vendor: Power & Energy Services, Inc.
Prime Status: African American Male Business Enterprise
Location: Powder Springs, GA
County: Cobb County
Prime Value: \$135,000.00 or 100.00%

Total Contract Value: \$135,000.00 or 100.00%

Total Certified Value: \$135,000.00 or 100.00%

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

Exhibit 1: Contract Renewal Agreement

Exhibit 2: Contractor's Performance Report

Exhibit 3: Contract Renewal Evaluation Form

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$105,000.00

Previous Adjustments: \$135,000.00

This Request: \$135,000.00

TOTAL: \$375,000.00

Grant Information Summary

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

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

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

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

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

Match Account \$: [Click here to enter text.](#)

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5220-1116: General, Real Estate and Asset Management, Building Maintenance- \$80,000.00“Subject to availability of funding adopted for FY 2025 by BOC”

Funding Line 2:

100-520-5221-1116: General, Real Estate and Asset Management, Building Maintenance- \$55,000.00
“Subject to availability of funding adopted for FY 2025 by BOC”

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment: Click here to enter text.	Renewal/Extension Terms: renewal options remain

Overall Contractor Performance Rating: 79
Would you select/recommend this vendor again?
Yes

Report Period Start:
4/1/2024

Report Period End:
6/30/2024



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 22ITB135025C-MH

BID/RFP# TITLE: Generator System Maintenance and Repair Services

ORIGINAL APPROVAL DATE: 11/16/2022

RENEWAL EFFECTIVE DATES: 1/1/2025 **THROUGH** 12/31/2025

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$135,000.00

COMPANY'S NAME: Power & Energy Services, Inc.

ADDRESS: P.O. Box 637

CITY: Powder Springs

STATE: Georgia

ZIP: 30127

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

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

POWER & ENERGY SERVICES, INC.

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

**Brandon Cummings
CCO**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

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

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ REGULAR MEETING	ITEM#: _____ RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E4
Project	Generator System Maintenance and Repair Services
Project Number	22ITB135025C-MH
Supplier	Power And Energy Services, Inc.
Supplier Project Contact	Brandon Cummings (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	09/06/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	09/06/2024 01:06 AM EDT
Completion Date	09/06/2024 01:06 AM EDT
Evaluation Score	79

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

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

Comments

Contractor has provided services and parts of very good quality. They have met the service requirements as laid down in the contract

TIMELINESS OF PERFORMANCE

17/20

Rating

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

Comments

Contractor has been working with the Fulton County staff in developing a schedule for preventive maintenance. In almost all cases the schedules thus created have been respected and work completed accordingly.

BUSINESS RELATIONS

14/20

Rating

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

Comments

The contractor's staff have been very responsive to questions of technical and commercial nature. Responses are normally received within 24-48 hours

CUSTOMER SATISFACTION

14/20

Rating

Satisfactory: Contractor representative is reasonably responsive to User Department request for information and professional.

Comments

Contractor's work have been maintaining a consistent, good, quality. There have been no complaints from any of the building occupants or technicians about the contractor/his work.

COST CONTROL

17/20

Rating

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

Comments

Contractor's invoices are timely and straight forward. The price used in the invoices are in agreement with prices quoted in the bid. There have been no occasion when an invoice had to be returned for correction

GENERAL COMMENTS

Comments

The contractor has been providing service for past six years and has maintained acceptable quality in service and parts.

Contract Renewal Evaluation Form

Date:	August 31, 2024
Department:	Real Estate and Asset Management
Contract Number:	22ITB135025C-MH
Contract Title:	Generator System Maintenance and Repair Services

Instructions:

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

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

We cannot reduce the scope of this contract because the scope is based on manufacturer's recommendations to ensure reliable performance and longevity in service. Maintaining this equipment requires advanced skills in troubleshooting and repair of diesel/gasoline engines, generators, and automatic transfer switches. Technicians employed by Fulton County do not have these skills to perform this type of maintenance and repair. This contract furnishes all materials, parts, labor, equipment, transportation, and appurtenances necessary to provide back-up power to 28 critical locations through-out Fulton County which includes: Charlie Brown Airport, North and South Service Centers, Senior Centers, Elections Operations Center and Warehouse and health facilities apart from the 911 Center and Medical Examiner Building. Also provide on-site preventive maintenance and repair services on monthly and annual inspections basis.

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

☐ Internet search of pricing for same product or service:

Date of search:	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 standby generator system maintenance reflect the current market rates as of today. This service was solicited in accordance with all applicable provisions of the Fulton County Purchasing Code Section 102-373, all Competitive Sealed Bids.

☒ **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?	Prices are comparable to Fulton County.

Explanation / Notes:

Click here to enter text.

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

Each stand-by generator is designed for a specific application and no two generating systems can have similar design or size unless they are supplying the same type and size of load. The scope of work and magnitude of work including cost of parts varies from one generator/engine assembly to another. These depend on the size and type of electrical load, system voltage, engine, design, capabilities and age of the installation. Therefore, comparison of this work with work on any other generating system will not yield useful data.

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

FY2024 The County expenditure as of 7/29/2024, is \$38,818.16.

FY2023 The County spent \$37,031.21

FY2022 The County spent \$31,799.38

FY2021 The County spent \$67,534.50

FY2020 The County spent \$91,759.83

4. Does the renewal option include an adjustment for inflation?

☐ Yes

☒ No

(Information can be obtained from CPI index)

Was it part of the initial contract?

☐ Yes

☒ No

Date of last purchase:

Click here to enter a date.

Price paid:

Click here to enter text.

Inflation rate:

Click here to enter text.

Adjusted price:

[Click here to enter text.](#)

Percent difference between past purchase price and renewal price:

[Click here to enter text.](#)

Explanation / Notes:

[Click here to enter text.](#)

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

6. Has an analysis been conducted to determine if this service can be performed in-house? ☐ Yes

☒ No If yes, attach the analysis.

This service cannot be done in house because no one is trained to do this service.

Additionally, this contract includes parts as well as labor.

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

This contract covers services required for ensuring readiness of emergency generators supporting mission critical functions like IT Data Center, 911 Call Center and Senior Centers. If this contract is not approved, these functions will be adversely affected and facilities that provide shelter during emergency situations such as Senior Centers would not be able to do so.

Vijay Nair, Central Bldg. Maintenance Mgr. Vijay
Willie Perryman, Greater Bldg. Maintenance Mgr.

August 31, 2024

Prepared by

JD
Joe Davis, Director

Date

September 4, 2024

Department Head

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0625

Meeting Date: 10/2/2024

Department

Real Estate and Asset Management

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

Request approval of a Resolution authorizing a Right of Way Easement Agreement between Fulton County, Georgia, and Greystone Power Corporation for the purpose of relocating and installing utility poles on Cedar Grove Road; to authorize the Chairman to execute the Right of Way Easement Agreement and related documents; to authorize the County Attorney to approve the Right of Way Easement Agreement and related documents as to form; and for other purposes.

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

Pursuant to O.C.G.A. § 36-9-3, Fulton County is authorized to grant easements without a competitive process. Further, pursuant to Fulton County Code § 1-117, the Board of Commissioners has exclusive jurisdiction and control over directing and controlling all the property of the county, as they may deem expedient, according to law

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: Greystone Power Corporation ("Greystone") has requested that Fulton County grant a Right of Way Easement for the relocation and installation of utility poles and electrical grid upgrades necessary to accommodate planned roadway improvements being undertaken by the City

of South Fulton for their Rivertown Road at Cedar Grove Road Intersection Improvement project and to improve electrical services within the community.

Greystone requires access to Fulton County-owned real property for the construction and maintenance of slopes prior to Greystone's installation of an onsite utility service pole. Pending an onsite assessment by Greystone, planned utility improvements may also include replacement of existing service poles as necessary to ensure the reliability and safety of the power lines in the area. Greystone's development regulations require that all utility service line connections acknowledge Greystone's legal access rights in the area(s) in which a connection is being made prior to the installation of the service line(s) and utility pole(s) into that area. The easement area to be conveyed is in Land Lot 138 of the 7th District of Fulton County, Georgia

Community Impact: : Approval of the Right of Way Easement Agreement and related documents are necessary prior to Greystone's installation of planned improvements to their electrical grid system and in conjunction with the City of South Fulton's planned improvements to its roadway system.

Department Recommendation: DREAM recommends that the Right of Way Easement Agreement with Greystone be approved to allow Greystone to relocate and install utility poles and to complete upgrades to their electrical grid system.

Project Implications: Greystone's planned improvements will allow Greystone to expand its power distribution network, enhance the availability of electrical services, improve service distribution, reliability, and accessibility to electrical services for local residents and new developments.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1:

Approval of the requested easement agreement does not involve the payment or receipt of funds.

GreyStone Power Corporation
P. O. Box 897
Douglasville, Georgia 30133-0897

STATE OF GEORGIA
FULTON COUNTY

RIGHT OF WAY EASEMENT

This **RIGHT OF WAY EASEMENT** granted and conveyed by grantor, Fulton County, a political subdivision of the State of Georgia whose mailing address is 141 Pryor Street, Suite 8021, Atlanta, Georgia 30303 ("Grantor") to GreyStone Power Corporation, an Electric Membership Corporation, whose post office address is P.O. Box 897, DOUGLASVILLE, GEORGIA, 30133 ("Grantee"), as of this ___ day of _____ 2024. The terms Grantor and Grantee include each party named if more than one, each party's respective heirs, executors, administrators, successors and assigns, and the masculine, feminine and neuter gender where the context requires or permits. Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby grant unto Grantee the perpetual right and easement to go in and upon and occupy the property of Grantor described below (the "Property") for the following uses and purposes:

CONSTRUCT AND RECONSTRUCT. To install, reinstall, construct, reconstruct, replace, relocate, operate, maintain, use, inspect, repair, alter, improve, substitute for, extend and remove above ground, surface and underground lines, cables, apparatus and facilities (separately or collectively, the "System"), including, without limitation, poles, towers, crossarms, fixtures, conduits, manholes, vaults, transformers, pads, equipment and appliances, guywires, anchors and stub poles (which anchors and stub poles may be located outside the exterior boundaries of the right-of-way easement area described herein) as may now or hereafter be necessary or convenient for the transmission and distribution of electric energy, data, TV and communication signals and any other tangible or intangible commodity.

INGRESS AND EGRESS. To enter upon the property through any adjacent property of Grantor at any time for any of the purposes enumerated above.

RIGHT-OF-WAY MAINTENANCE. To keep and maintain the right-of-way easement area clear, by mechanical or chemical means or otherwise, of all structures, trees, stumps, roots, shrubbery and undergrowth within the right-of-way area described below. To cut and remove any tree or trees ("danger tree(s)") outside of the right-of-way area which, in the opinion of Grantee or its representatives, constitutes a hazard to or may endanger the safe and proper operation or maintenance of said lines and System. As used herein, a danger tree is a tree whose height plus five feet is equal to, or greater than, the distance from the base thereof to a point on the ground directly beneath the nearest portion of the System. Grantor may cut any such vegetation within the easement area.

MISCELLANEOUS. Grantor warrants and represents that Grantor owns the property. Grantor covenants and agrees that the System installed incident to this right-of-way easement by Grantee or its representatives shall be and remain the property of Grantee which shall be removable and replaceable at its option.

RIGHT-OF-WAY EASEMENT AREA. The right-of-way easement area shall be twenty feet (20) in width and shall be: Ten Feet (10) on either side of the center line shown on Exhibit "A" annexed hereto and by reference incorporated herein.

DESCRIPTION OF PROPERTY. All that tract of land, including abutting waterways, streets, roads and highways, being in Land Lot 1700, 7th District, Fulton County, Georgia, more particularly described as follows:

The property of Grantor has an address of 0 Rivertown Rd, South Fulton, Georgia.
Parcel # 07 170001380449

IN WITNESS WHEREOF, the undersigned Grantor has set his hand and seal the year and date first above written.

Signed, sealed and delivered this ____ day of FULTON COUNTY, a political subdivision of the State of Georgia
_____, 2024
in the presence of:

Witness

[Notarial Seal]

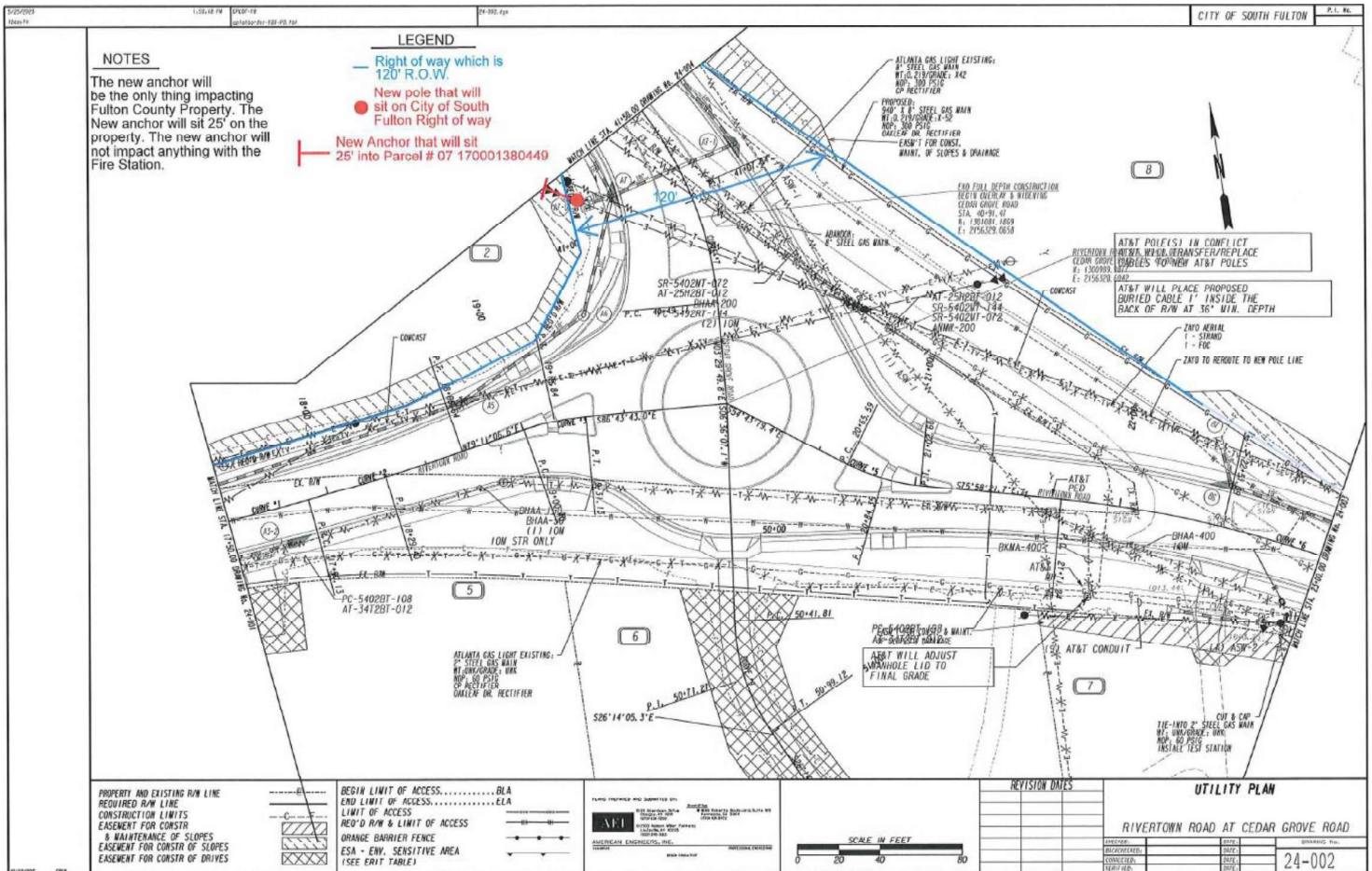
APPROVED AS TO FORM

Y. Soo Jo, County Attorney

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

Attest: _____
Tonya R. Grier
Clerk to the Commission

Exhibit A



1 A RESOLUTION APPROVING A RIGHT OF WAY EASEMENT AGREEMENT BETWEEN
2 FULTON COUNTY, GEORGIA AND GREYSTONE POWER CORPORATION FOR THE
3 PURPOSE OF RELOCATING AND INSTALLING UTILITY POLES ON CEDAR GROVE ROAD;
4 TO AUTHORIZE THE CHAIRMAN TO EXECUTE THE RIGHT OF WAY EASEMENT
5 AGREEMENT AND RELATED DOCUMENTS; TO AUTHORIZE THE COUNTY ATTORNEY TO
6 APPROVE THE RIGHT OF WAY EASEMENT AGREEMENT AND RELATED DOCUMENTS
7 AS TO FORM; AND FOR OTHER PURPOSES.

8
9 **WHEREAS**, Fulton County, Georgia is a political subdivision of the State of
10 Georgia, existing as such under and by the Constitution, statutes, and laws of the State
11 of Georgia; and

12 **WHEREAS**, Fulton County is the fee simple owner of 0 Rivertown Road, South
13 Fulton located in Land Lot 138 of the 7th District of Fulton County, Georgia (Tax Parcel ID:
14 07 170001380449) (the "Property"); and

15 **WHEREAS**, Greystone Power Corporation, an electric membership corporation, is
16 committed to maintaining and improving its power infrastructure within the various
17 communities and municipalities that it serves within Fulton County; and

18 **WHEREAS**, the Rivertown Road at Cedar Grove Road Intersection Improvement
19 Project (the "Project"), planned by the City of South Fulton, requires the Greystone Power
20 Corporation to relocate and install utility poles, and complete electrical grid upgrades,
21 along Cedar Grove Road and Rivertown Road; and

22 **WHEREAS**, Greystone Power Corporation has requested that Fulton County
23 approve a Right of Way Easement Agreement to provide access to the Property to
24 complete necessary work for the Project; and

25 **WHEREAS**, the Fulton County Department of Real Estate and Asset
26 Management recommends granting a Right of Way Easement to Greystone Power
27 Corporation so it may access the Property to complete necessary work for the Project;
28 and

1 **WHEREAS**, pursuant to O.C.G.A. § 36-9-3, Fulton County is authorized to grant
2 easements without a competitive process; and

3 **WHEREAS**, pursuant to Fulton County Code § 1-117, the Board of Commissioners
4 has exclusive jurisdiction and control over directing and controlling all the property of the
5 County, as they may deem expedient, according to law.

6 **NOW THEREFORE BE IT RESOLVED**, that the Board of Commissioners of
7 Fulton County, Georgia, hereby approves the Right of Way Easement Agreement with
8 the Greystone Power Corporation, in substantially the form attached hereto as Exhibit A,
9 so as to grant access to 0 Rivertown Road, South Fulton (Tax Parcel ID: 07
10 170001380449) for the Rivertown Road at Cedar Grove Road Intersection Improvement
11 Project.

12 **BE IT FURTHER RESOLVED**, that the Chairman of the Board of Commissioners
13 is authorized and directed to execute and deliver the Right of Way Easement Agreement
14 and any related documents to Greystone Power Corporation.

15 **BE IT FURTHER RESOLVED**, that prior to execution of the Right of Way
16 Easement Agreement and any related documents, the County Attorney shall approve all
17 documents as to form and make any necessary revisions thereto to protect the County's
18 interests.

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



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0626

Meeting Date: 10/2/2024

Department

Real Estate and Asset Management

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

Request approval of a Sewer Easement Dedication of 307.28 square feet to Fulton County, Georgia, from Roswell Creekview Unit Owners Association, Inc., for the purpose of constructing the 275 South Atlanta Street Project at 5000 Over Land Drive, Roswell, Georgia 30075.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The proposed 275 South Atlanta Street Project, a residential development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer service line connections acknowledge Fulton County's access rights in the area(s) in which a connection is being made to the County's sewer system before issuing a Land Disturbance Permit. The easement area to be conveyed to the County consists of 307.28 square feet and is located in Land Lot 417 of the 1st District, 2nd Section of Fulton County, Georgia.

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

and the addition of a residential development.

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

History of BOC Agenda Item: None

Fiscal Impact / Funding Source

Funding Line 1:

Acceptance of this easement dedication does not involve the expenditure or the receipt of funds.

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

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

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

Project Name: 275n South Atlanta Street
Tax Parcel Identification No.: 1292404170C01
Land Disturbance Permit No.: 19-025WR
Zoning/Special Use Permit No.:
(if applicable)

For Fulton County Use Only

Approval Date: 5/8/2024

Initials: AM

**SEWER LINE EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 26 day of January, 2024, between
Roswell Creekview Unit Owners Association, Inc., a corporation duly organized
under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor), and **FULTON COUNTY**, a
Political Subdivision of the State of Georgia, party of the second part.

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and assigns the right, title, and privilege of an easement on subject property located in land lot(s) ^{4:17} of the District, ^{2nd} Section (if applicable) of Fulton County, Georgia, and more particularly described as follows: To wit:

275 South Atlanta Street

Project Name

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

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

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

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

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

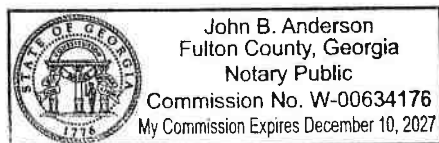
IN WITNESS HEREOF said party of the first part has hereunto affixed its hand and seal on the day and year first above written.

Signed, sealed and delivered this 26th
day of January 20 24
in the presence of:

[Signature]
Witness

[Signature]
Notary Public

[NOTARIAL SEAL]



GRANTOR: Roswell Creekview Unit Owners Association, Inc.
CORPORATE NAME

By: [Signature]
Print Name: Ann Duffy
Title: President

By: _____
Print Name: _____
Title: _____

[CORPORATE SEAL]

SITE DATA:
1ST DISTRICT, 2ND SECTION
LAND LOTS: 417
FULTON COUNTY
CITY OF ROSWELL
N/F CREEKVIEW PARTNERS, LLC, PROP.
ZONING= R-4A

AM
5/8/2024

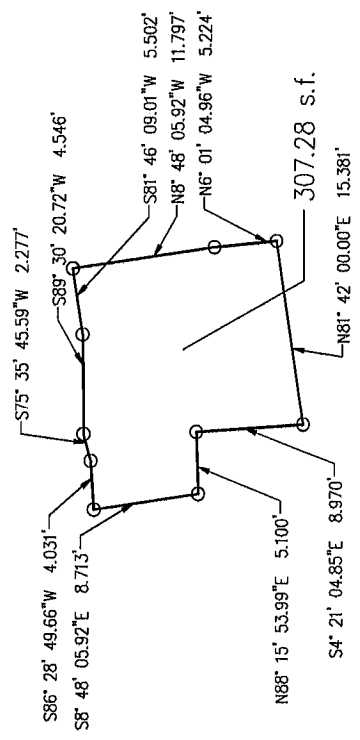
LL
417

FENCE

PROP SEWER/ACCESS
EASEMENT (307.28 S.F.)

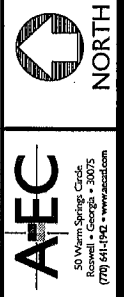
TRUE POINT OF BEGINNING

N/F RIVERWALK FRONT, LLC, PROP.
ZONING= C-1



CREEKVIEW PARTNERS EASEMENT

EASEMENT DATA	
PROJECT:	275 SOUTH ATLANTA STREET
ADDRESS:	275 SOUTH ATLANTA STREET ROSWELL, GA 30075
LAND LOT:	417
DISTRICT:	1
SECTION:	2
PID:	12 192 404 170 C01
EASEMENT AREA:	307.28 SF
GRANTOR:	CREEKVIEW PARTNERS, LLC.
GRANTEE:	FULTON COUNTY



PRELIMINARY SITE PLAN

275 SOUTH ATLANTA ST
ROSWELL, GEORGIA

PROJECT NO: 17-065.00
DRAWN BY: SR
DATE: 5-15-2019
REVISION: 10-1-2019



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0627

Meeting Date: 10/2/2024

Department

Real Estate and Asset Management

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

Request approval of a Sewer Relocation Easement Dedication of 9,435 square feet to Fulton County, a political subdivision of the State of Georgia from Microsoft Corporation for the purpose of constructing the Plummer Road SS Revision Project at 0 Fulton Industrial Boulevard, South Fulton, Georgia 30336.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The proposed Plummer Road SS Revision Project, an industrial development, requires the installation of sewer facilities and the relocation of an existing easement that is recorded in Deed Book 10502/Page 461-462. Fulton County development regulations require that all new sewer line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system prior to the issuance of a Land Disturbance Permit. The new easement area to be conveyed to the County consists of 9,435 square feet and is

located in Land Lot 133 of the 14th District of Fulton County, Georgia

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

History of BOC Agenda Item: None

Fiscal Impact / Funding Source

Funding Line 1:

Acceptance of this easement dedication does not involve the expenditure or the receipt of funds.

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

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

Return Recorded Document to:

Fulton County Land Division

141 Pryor Street, S.W. – Suite 8021

Atlanta, Georgia 30303

Project Name : Plummer Road SS Revision

Tax Parcel Identification No.: 14F0133 LL0394

Land Disturbance Permit No.: WRN24-011

Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: _____

Initials: _____

Cross Reference:
Deed Book 10502, pages 461

**SEWER EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 30th day of July, 2024, between **MICROSOFT CORPORATION**, a corporation duly organized under the laws of the State of Washington, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the existence of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the existence of a sewer line through subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to **FULTON COUNTY** and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 133, -- Section (if applicable) of District 14F, Fulton County, Georgia, and more particularly described as follows (the "Property"): To wit:

Plummer Road SS Revision Project

Project Name

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

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

Said sewer easement was originally recorded in the Fulton County records in Deed Book 10502, pages 461 - 462. The Grantor has requested that the original sewer alignment associated with this document be altered as shown on attached Exhibit "A". With the execution of this document, the original easement recorded in Deed Book 10502, pages 461-462 is considered modified to the extent that the description on the exhibits are corrected herein. Said sewer easement modification shall not become effective until the new sewer alignment shown on Exhibit "A" has been approved and accepted by the Fulton County Department of Public Works.

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

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

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

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

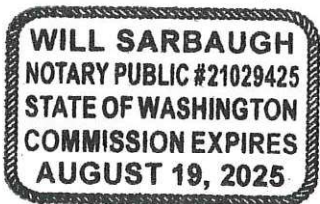
Signed, sealed and delivered this 30
day of July, 20 24
in the presence of:

[Signature]
Witness
[Signature]
Notary Public

GRANTOR: MICROSOFT CORPORATION,
Washington corporation
CORPORATE NAME

By: [Signature]
Print Name: Bowen Wallace
Title: Corporate Vice President

[NOTARIAL SEAL]



Signed, sealed and delivered this 30
day of July, 20 2024
in the presence of:

[Signature]
Witness
[Signature]
Notary Public

Attest: [Signature]
Print Name: Aditya Dalmia
Title: Corporate Vice President

[CORPORATE SEAL]

[NOTARIAL SEAL]

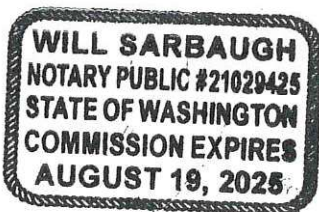


Exhibit "A"

LEGAL DESCRIPTION**RELOCATED SEWER EASEMENT**

All that tract or parcel of land lying and being in Land Lot 133 of the 14th District of Fulton County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, begin at the intersection of the southeasterly right-of-way of Fulton Industrial Blvd (200' R/W) and the southwesterly right-of-way of Plummer Road (100' R/W); THENCE along said right-of-way South 73 degrees 46 minutes 48 seconds East a distance of 6.11 feet to a point; THENCE along a curve to the right for an arc length of 295.42 feet, having a radius of 250.00 feet, being subtended by a chord bearing South 39 degrees 31 minutes 14 seconds East, for a distance of 278.53 feet to a point; THENCE South 06 degrees 16 minutes 27 seconds East a distance of 47.26 feet to a point; THENCE South 02 degrees 31 minutes 26 seconds East a distance of 81.46 feet to a point, said point being THE TRUE POINT OF BEGINNING.

THENCE continuing along the right-of-way of Plummer Road (100' R/W) South 02 degrees 31 minutes 26 seconds East a distance of 48.75 feet to a point;

THENCE South 01 degrees 26 minutes 29 seconds East a distance of 594.88 feet to a point;

THENCE South 01 degrees 16 minutes 42 seconds East a distance of 100.79 feet to a point;

THENCE leaving right-of-way of Plummer Road (100' R/W) South 88 degrees 43 minutes 18 seconds West a distance of 11.36 feet to a point on the property line now or formerly GRE Twenty West LLC;

THENCE North 02 degrees 19 minutes 55 seconds West a distance of 113.02 feet to a point;

THENCE North 02 degrees 07 minutes 09 seconds West a distance of 354.11 feet to a point;

THENCE North 01 degrees 59 minutes 59 seconds East a distance of 277.79 feet to a point, said point being THE TRUE POINT OF BEGINNING.

The above-described tract contains an area of 0.217 acres (9,435 square feet).

GRID NORTH
GA WEST ZONE



LEGEND

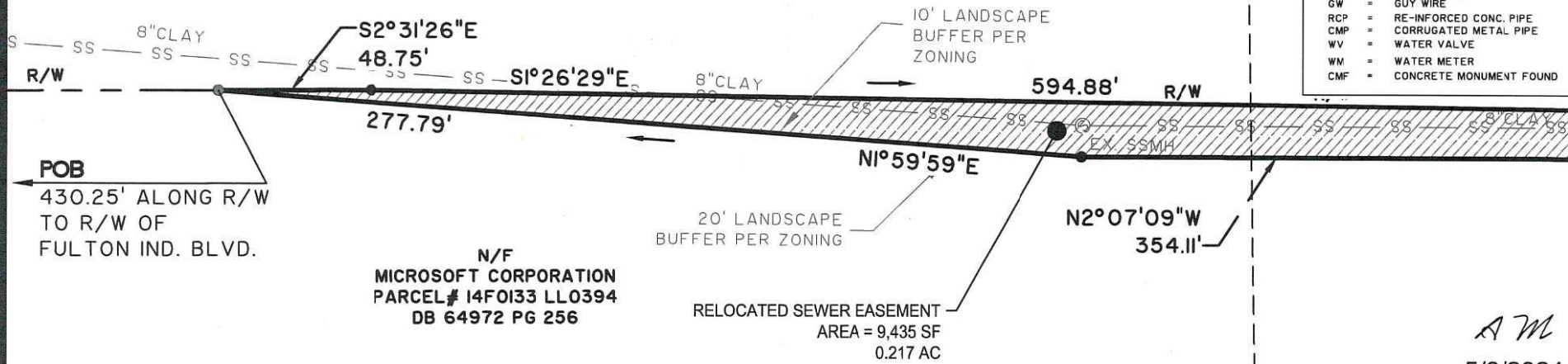
- AF = ANGLE IRON
- IPS = 1/2" REBAR PIN SET
- REF = REBAR PIN FOUND
- OTP = OPEN TOP PIPE
- CTP = CRIMP TOP PIPE
- LLL = LAND LOT LINE
- PL = PROPERTY LINE
- CL = CENTERLINE
- R/W = RIGHT-OF-WAY
- SSE = SANITARY SEWER EASEMENT
- DE = DRAINAGE EASEMENT
- LL = LAND LOT
- NH = MANHOLE
- CB = CATCH BASIN
- JB = JUNCTION BOX
- HW = HEADWALL
- DI = DROP INLET
- FH = FIRE HYDRANT
- E = INVERT ELEVATION
- FFE = FINISHED FLOOR ELEVATION
- BOC = BACK OF CURB
- EP = EDGE OF PAVEMENT
- S = SANITARY SEWER LINE/PIPE
- SS = STORM SEWER LINE/PIPE
- X-X-X- = FENCE LINE
- = FLOOD HAZARD ZONE LINE
- N/F = NOW OR FORMERLY
- DB./PG. = DEED BOOK / PAGE
- UTP = U.G. TEL. PEDESTAL
- UPTP = U.G. POWER TRANSFORMER
- PP = POWER POLE
- GW = GUY WIRE
- RCP = RE-INFORCED CONC. PIPE
- CMP = CORRUGATED METAL PIPE
- WV = WATER VALVE
- WM = WATER METER
- CMF = CONCRETE MONUMENT FOUND

R/W

R/W

MATCH LINE

PLUMMER ROAD
(100' RIGHT OF WAY)



AM
5/3/2024

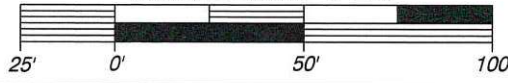
RELOCATED SEWER EASEMENT
EXHIBIT FOR:

TAX PARCEL ID: 14F0133 LL0394

MICROSOFT

EASEMENT AREA = 2,682 S.F.
0.062 AC.

GRAPHIC SCALE: 1" = 50'



PREPARED FOR:

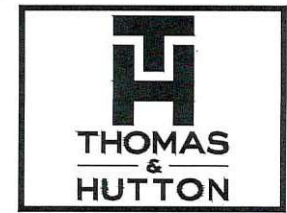
DESIGNER / ENGINEER:

DATE	02/20/24
LAND LOT	133
DISTRICT	14TH
CITY	-
COUNTY	FULTON
DESIGN	HAD
DRAWN	DGU
CHECKED	CCB
PROJECT No.	29704.0001



MICROSOFT
ONE MICROSOFT WAY,
REDMOND, WA 98052
CONTACT: VINCENT WALTON
Phone: (570)-350-5358

THOMAS AND HUTTON
5074 BRISTOL INDUSTRIAL WAY
BUFORD, GEORGIA 30518
(770) 271-2868
L.S.F. # 000145



5074 BRISTOL INDUSTRIAL WAY
SUITE A
BUFORD, GEORGIA 30518
(770) 271-2868

SHEET 1 OF 2

MATCH LINE

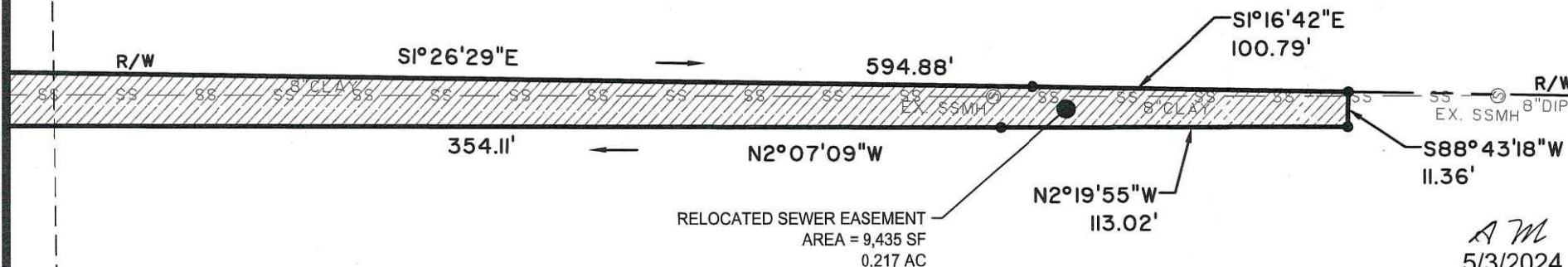
GRID NORTH
GA WEST ZONE



R/W

R/W

PLUMMER ROAD (100' RIGHT OF WAY)



N/F
MICROSOFT CORPORATION
PARCEL # 14F0133 LL0394
DB 64972 PG 256

N/F
GRE TWENTY WEST LLC
DB. 57008 PG. 329
TPID# 14F0133LL0386

A M
5/3/2024

RELOCATED SEWER EASEMENT
EXHIBIT FOR:

TAX PARCEL ID: 14F0133 LL0394

GRAPHIC SCALE: 1" = 50'

MICROSOFT

EASEMENT AREA = 2,682 S.F.
0.062 AC.



PREPARED FOR:

DESIGNER / ENGINEER:

DATE 02/19/24

LAND LOT 133

DISTRICT 14TH

CITY -

COUNTY FULTON

DESIGN HAD

DRAWN DGU

CHECKED CCB

PROJECT No. 29704.0001

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SHEET 2 OF 2



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0628

Meeting Date: 10/2/2024

Department

Public Works

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

Request approval to renew an existing contract - Department of Public Works, 23ITB08012023A-JWT, Water Quality Monitoring in the amount of \$129,254.00 with Integrated Science Engineering, Inc. (Newman, GA), to provide water quality monitoring services. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

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

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

Department

Public Works

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

Request approval to renew existing contract - Department of Public Works, 23ITB08012023A-JWT, Water Quality Monitoring in the amount of \$129,254.00 with Integrated Science Engineering, Inc. (Newman, GA), to provide water quality monitoring services. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

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

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

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

Health and Human Services

Commission Districts Affected

All Districts ☐

District 1 ☒
District 2 ☒
District 3 ☒
District 4 ☐
District 5 ☒
District 6 ☒

Is this a purchasing item?

Yes

Summary & Background: The Department of Public Works recommends approval to renew existing contract with Integrated Science Engineering, Inc. to provide water quality monitoring services.

Scope of Work: This contract with Integrated Science Engineering, Inc., provides water quality monitoring and related services necessary to comply with Fulton County's National Pollution Discharge Elimination System (NPDES) Permits for Wastewater Treatment, specifically the permits require water quality monitoring in support of the Watershed Protection Plan. The scope of work includes regular stream water quality monitoring and the collection of samples for laboratory analysis. The annual data collected must be submitted to the state Environmental Protection Division by June 15th of each year for the County to remain in permit compliance with the State of Georgia.

Community Impact: Water quality monitoring provides the necessary data to determine if Fulton County's efforts to reduce pollution in receiving streams and rivers are effective and meeting the intent of the state permits. This data is provided to the State of Georgia to assist in developing the environmental capacity of receiving streams to accept treated water discharges.

Department Recommendation: The Department of Public Works recommends approval.

Project Implications: Water quality monitoring is a regulatory requirement of the County's National Pollution Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permits and wastewater discharge permits. Without this contract, the program would be negatively impacted, and the County will likely be in violation of its permits, which could expose the County to fines and possible criminal prosecution.

Community Issues/Concerns: No issues/concerns were raised by the community concerning this contract.

Department Issues/Concerns: Public Works staff did not raise any issues or concerns regarding the award of this contract.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
--------------------------	----------	------	---------------

Original Award Amount	23-0827	11/15/23	\$100,512.00
1st Renewal			\$129,254.00
2 nd Renewal			\$0.00
Total Revised Amount			\$229,766.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)***Contract Value:** \$129,254.00**Prime Vendor:** Integrated Science Engineering, Inc**Prime Status:** Non-Minority**Location:** Newman, GA**County:** Coweta County**Prime Value:** \$63,140.58 or 48.85%**Subcontractor:** Analytical Environmental Services Inc**Subcontractor Status:** White American Female Business Enterprise**Location:** Atlanta, GA**County:** Fulton County**Contract Value:** \$29,146.78 or 22.55%**Subcontractor:** Vanasse Hangen Brustlin, Inc (VHB)**Subcontractor Status:** Non-Minority**Location:** Atlanta, GA**County:** Fulton County**Contract Value:** \$39,966.64 or 28.60%**Total Contract Value:** \$129,254.00 or 100.00%**Total Certified Value:** \$29,146.78 or 22.55%**Exhibits Attached**

Exhibit 1: Contract Renewal Agreement

Exhibit 2: Contract Renewal Evaluation Form

Exhibit 3: Contractor Performance Report

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$100,512.00
Previous Adjustments: \$0.00
This Request: \$129,254.00
TOTAL: \$229,766.00

Grant Information Summary

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

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

201-540-5420-1160: Water & Sewer Revenue, Public Works, Professional Services - \$129,254.00.

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: One renewal option remains

Overall Contractor Performance Rating: 85
Would you select/recommend this vendor again?

Yes

Report Period Start: 4/1/2024
Report Period End: 6/30/2024



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP NUMBER: 23ITB08012023A-JWT

BID/RFP TITLE: Water Quality Monitoring

ORIGINAL APPROVAL DATE: November 15, 2023

RENEWAL EFFECTIVE DATES: January 1, 2025

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: One renewal option remains

RENEWAL AMOUNT: \$129,254.00

COMPANY'S NAME: Integrated Science & Engineering, Inc.

ADDRESS: 1039 Sullivan Road, Suite 200

CITY: Newnan

STATE: GA

ZIP: 30265

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

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

Integrated Science & Engineering, Inc.

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

**Lawrence Davis, Jr.
President**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**David Clark, Director
Public Works**

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	August 1, 2024
Department:	Public Works
Contract Number:	23ITB08012023A-JWT
Contract Title:	Water Quality Monitoring

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.

To reduce the scope and cost of a Water Quality Monitoring contract while maintaining essential functions, the department considered the following strategies: adjusting monitoring frequency and streamlining tested parameters. We reviewed historical data to identify opportunities for reducing sampling frequency without compromising data quality. For example, if a particular parameter shows consistent improvement, the site could potentially be removed from the "Impaired Waters List," allowing for less frequent monitoring.

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

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

Date of search:	August 20, 2024
Price found:	\$168,097
Different features / Conditions:	None
Percent difference between internet price and renewal price:	28.6%

Explanation / Notes:

☐ **Market Survey of other jurisdictions:**

Date contacted:	
Jurisdiction Name / Contact name:	
Date of last purchase:	
Price paid:	
Inflation rate:	
Adjusted price:	Click here to enter text.

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

Explanation / Notes:

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

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

\$100,000

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

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

Date of last purchase:	December 31, 2023
Price paid:	\$100,000
Inflation rate:	3%
Adjusted price:	\$120,000
Percent difference between past purchase price and renewal price:	20%

Explanation / Notes:

The adjusted price includes extra testing, such as the Biological Macroinvertebrate testing.

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 the contract for Water Quality Monitoring throughout the watershed was not approved, the impact on the department could be significant. Without regular water quality monitoring, the department could fall out of compliance with federal, state, and local environmental regulations, such as the Clean Water Act. This could result in legal penalties, fines, and enforcement actions.

Performance Evaluation Details

ID	E1
Project	Water Quality Monitoring
Project Number	23ITB08012023A-JWT
Supplier	Integrated Science & Engineering
Supplier Project Contact	Ansley Houston (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	08/02/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	06/21/2024
Status	Completed
Publication Date	08/02/2024 12:07 PM EDT
Completion Date	08/02/2024 12:07 PM EDT
Evaluation Score	85



8/7/2024

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

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments

Excellent rating in this category.

SCHEDULE

17/20

Rating

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

Comments

Excellent job with staying on schedule.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

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

Comments

Report is professional and high quality.

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

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

Comments

Timely communications consistently.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

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

Comments

Excellent job with oversight.

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0629

Meeting Date: 10/2/2024

Department

Department for HIV Elimination

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

Request approval to amend existing contracts to increase the spending authority of “Ryan White Part A” grant subrecipients pursuant to the Health Resources and Services Administration award in the amount of \$1,900,000.00 for FY24, subject to Federal funding. Contracts are 100% grant funded with no Fulton County match. Request authorization for the Chairman to execute contracts with six (6) selected subrecipients. To protect the interest of the County, the County Attorney is authorized to approve the contracts as to form and make any necessary modifications thereto prior to execution by the Chairman.

Award #2 H89HA00007 32 00

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

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

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

Health and Human Services

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

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

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

for selected subrecipients to provide HIV care and support services using 100% “Ryan White Part A” grant funds with no required County match. Ryan White Part A has a project period from 3/1/2022 through 2/28/2025 with an award of \$30,441,668 per year subject to the availability of federal funding. The Board of Commissioners previously approved “Ryan White Part A” grant funding through #21-0800 for project period ending 02/28/2025. Subrecipients were recommended by a Review Committee pursuant to 21RWRFP1112B-PS. By increasing the spending authority of these 6 agencies, the Department for HIV Elimination will be able to move funds to these agencies that have demonstrated an increased need. In addition, carryover funds are available which have been approved for future years which can be obligated to these agencies to offer sustained services for clients. The 6 agencies provide various services to clients including medical care, oral health, mental health, housing, case management, food, and medical transportation, etc. A total of 7,931 clients were served by these 6 agencies in FY2023. We estimate that with the increased spending authority under this request of \$1,900,000 these agencies will be able to provide services to 8,724 clients. Funds are recommended to increase spending authority for the following subrecipients:

Ryan White Part A Agencies	Additional Funding Under This Request
	FY24
Emory University	\$100,000
AID Atlanta	\$500,000
Dekalb County Board of Health	\$100,000
Cherokee County Board of Health	\$200,000
Open Hand	\$500,000
Positive Impact Health Center	\$500,000
TOTAL	\$1,900,000 (FY24)

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

Department Recommendation: The Department for HIV Elimination recommends approval of increased spending authority for “Ryan White Part A” grant subrecipient’s in the amount of \$1,900,000 FY24.

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

Community Issues/Concerns: The Department for HIV Elimination is not aware of any community issues/concerns regarding the agenda item.

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



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0630

Meeting Date: 10/2/2024

Department

County Manager

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

Request approval to enter into a data sharing agreement with Georgia State University (GSU) for Fulton County to provide data on the jail population, charges, bookings, and other court case information. Data will be provided at no cost to GSU and GSU will provide findings and reports of their research back to Fulton County, specifically focused on potential impacts to the Fulton County justice system with the signing of Senate Bill 63. Effective dates: Upon BOC approval through June 30, 2025.

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

Pursuant to Fulton County Code Section 1-117, the Board of Commissioners has exclusive jurisdiction and control over the following matters, to-wit: In directing and controlling all the property of the county, as they may deem expedient, according to law and to exercise such other powers as are granted by law, or are indispensable to their jurisdiction over county matters and county finances; O.C.G.A. Sec. 36-10-1, requires that all contracts with the county shall be in writing and spread on the 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

Senate Bill 63 was passed on May 1, 2024, expanding the list of offences for which bail or surety is required for defendants. Additionally, new restrictions are in place regarding the number of times a

third-party can pay bonds to defendants. GSU is conducting research on potential impacts from Senate Bill 63 to the Fulton County justice system and is requesting jail and inmate data to conduct this research. In exchange, GSU will share findings from their research with the County to help assess and identify any possible strategies the County may consider undertaking. Findings and reports from the GSU study on Senate Bill 63 will provide increased visibility into potential impacts to the County's justice system and an opportunity to work with Justice Partners to develop mitigation strategies, if needed.

Scope of Work: Fulton County will provide data on the jail population, charges, bookings, and other court case information on a monthly basis to the GSU research team.

Community Impact: No anticipated impact on the community at large.

Department Recommendation: Department recommends approval.

Project Implications: BOC approval will allow transfer of data which otherwise would not be readily available to the GSU research team and limit their ability to conduct research.

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

N/A

Key Contract Terms	
Start Date: Upon approval of BOC	End Date: 6/30/2025
Cost Adjustment: \$0	Renewal/Extension Terms: N/A

**MEMORANDUM OF AGREEMENT BETWEEN
FULTON COUNTY, GEORGIA
AND
BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA BY AND ON BEHALF
OF GEORGIA STATE UNIVERSITY**

This **Data Use Memorandum of Agreement** (the “Agreement”), effective as of the ____ day of _____, 2024, is by and between the **Fulton County, Georgia (“Fulton County”)** and **The Board of Regents of the University System of Georgia by and on behalf of Georgia State University (hereinafter referred to as “GSU”)** and collectively the “Parties”.

WHEREAS, the research contemplated by this Agreement will further the instructional and research objectives of GSU in a manner consistent with its status as a State of Georgia research and educational institution.

WHEREAS, Fulton County shall make Data, as defined below, available to GSU as described herein to aid GSU in its research.

WHEREAS, in exchange for the Data, GSU shall share certain research findings with Fulton County.

NOW, THEREFORE, the Parties hereto agree as follows:

1. Purpose

1.1 Senate Bill 63, which was signed into law and effective July 1, 2024, expands the list of offences for which bail or surety is required for defendants. Additionally, Senate Bill 63 restricts the number of times a third-party can pay bonds for defendants. To measure the impacts of Senate Bill 63 on the Fulton County inmate population, GSU is requesting assistance from Fulton County to provide (1) relevant court case, (2) jail booking, (3) charge, (4) intake, and (5) supervision information from the County’s criminal justice database to assess changes to the County’s jail population, among other things set forth in Exhibit A hereto, hereinafter, the “Data”.

1.2 The Data is provided at no cost to GSU, provided that GSU shall share research information with Fulton County as sufficient consideration of Fulton County providing GSU access to the Data. The Data shall not be used except as authorized under this Agreement.

1.3 For purposes of this Agreement, a “GSU Researcher” is an individual researcher who needs to access the Data for the Purpose stated above and is either a faculty member, fellow, student, or employee of GSU. The Data shall not be used for commercial purposes, unless provided herein, and shall not be further distributed to others, including without limitation, employees or representatives of GSU other than the GSU Researchers, without Fulton County’s prior written consent.

2. Data

“Data” means the confidential and proprietary information that is described in Exhibit A.

3. Use of Data

3.1 Subject to the terms and conditions of this Agreement, Fulton County hereby grants to GSU and GSU Researchers the non-exclusive rights (i) to use the Data for research and related scholarly activities such as teaching, including those listed in the Purpose section of this Agreement; (ii) to use the research results in further research; and (iii) subject to Section 5 of this Agreement, to publish, reproduce or use the research results and other products of the research in works such as (without limitation) academic journals, books, online publications, unpublished working papers, and reports, materials and information included in

presentations for academic seminars and conferences and similar events. Fulton County shall retain ownership of any rights it may have in the Data.

3.2 The Data may be used in the form of raw data and aggregated form. The Data may be combined with other data sets.

4. Data Provider Obligations

4.1 Fulton County acknowledges and agrees that GSU may use, disclose, process, transfer and store the Data in order for GSU to fulfill the Purpose and as otherwise authorized under this Agreement. Fulton County shall ensure that it is authorized to transfer or disclose the Data to GSU in order that GSU may lawfully use, disclose, process and transfer the Data in accordance with this Agreement. Fulton County shall ensure that it is authorized and has the right to transfer and disclose the Data to GSU in accordance with this Agreement. Fulton County shall ensure that allowable uses and disclosures under their privacy requirements and notice practices will allow GSU to use the Data for research and analytics in furtherance of the Purpose, including the right to disclose to third parties for analytics, research and collaboration. Fulton County hereby grants GSU a worldwide, non-exclusive, irrevocable license to use, disclose, and create derivative works of the Data, as permitted by applicable law and regulation, including the right to sublicense. Nothing herein shall be construed as Fulton County having waived its sovereign immunity or any governmental immunity available to Fulton County's officers, officials, employees or agents in providing the Data to GSU.

4.2 Fulton County shall have no responsibility for the accuracy and quality of the Data.

4.3 Fulton County agrees to comply with all applicable federal and state privacy and security laws in providing the Data.

5. Data Recipient Obligations

5.1 As a condition of receiving the Data for carrying out the Purpose set forth above and as authorized under this Agreement, GSU agrees to comply with applicable federal and state privacy and security laws. In addition, GSU agrees to comply with relevant state and federal standards addressing the gathering, use and protection of personal data and information.

5.2 GSU further agrees not to use, disclose, process or transfer the Data except to fulfill the purposes of this Agreement as described in Sections 1 and 3 above and as authorized under this Agreement.

5.3 GSU agrees to use appropriate and reasonable safeguards designed to prevent the use or disclosure of the Data other than as provided for by this Agreement. GSU shall take appropriate technical and organizational measures against unauthorized or unlawful processing of all Data or its accidental loss, destruction or damage.

5.4 GSU agrees that its internal disclosure of the Data will only allow for relevant and necessary access.

5.5 GSU will comply with applicable law related to a breach of the security of the Data.

5.6 Fulton County does not obtain any right, title, or interest in any of the Data provided by GSU other than that authorized or allowed by this Agreement.

6. Confidentiality

6.1 GSU (i) will use reasonable care to protect the security of Data; (ii) will limit access to Data to authorized recipients as provided in Section 1; and (iii) will not at any time during or after the term of this Agreement disclose Data to any other person without first obtaining Fulton County's prior written consent

(except as otherwise required by law in which case GSU shall, unless otherwise prohibited by law, notify Fulton County prior to such disclosure). GSU will report promptly to Fulton County any disclosure of Data not provided for by this Agreement of which it becomes aware.

6.2 Notwithstanding the foregoing, in no event is information considered to be Data if it (a) was lawfully in the possession of GSU or GSU Researchers before receipt from Fulton County; (b) is or becomes publicly available through no breach of this agreement; (c) is received by GSU or GSU Researchers, without restriction as to further disclosure, from a third party having an apparent bona fide right to disclose the information to GSU; or (d) is independently developed by GSU or GSU Researchers without use of the Data.

6.3 Fulton County may be identified as the source of the Data. Furthermore, each Party may disclose both the relationship with the other and this Agreement. These obligations of confidentiality herein shall survive for five (5) years following termination or expiration of this Agreement.

7. Information Security

Fulton County and GSU will, as applicable to the process set out in this Agreement, store the information so that it is secure from unauthorized access and maintain appropriate and reasonable administrative, physical and technical safeguards designed to prevent unauthorized access, use, or disclosure of the Data.

8. Term and Termination

The Term commences on the Effective Date. The expiration of the Term is the earlier of: (i) June 30, 2025 or (ii) termination for any reason upon thirty (30) days' prior written notice to the other Party. Fulton County may terminate this Agreement immediately if GSU is determined to be in breach of this Agreement. If the Agreement is terminated because of GSU's breach, then GSU shall return the Data to Fulton County or destroy the Data.

9. Dispute Resolution

If a dispute arises under this Agreement, the Parties shall attempt to resolve it informally and at the lowest level of intervention before elevating the dispute up their respective chains of command for resolution in accordance with applicable law and the terms of this Agreement. During any dispute, the Parties shall continue with their respective responsibilities under this Agreement.

10. Contact Persons

10.1 To facilitate successful administration of this Agreement and for purposes of the initiation of this Agreement, the representatives designated as "Fulton County Representative" and "GSU Representative" will act as the contact persons for each Party. The representatives are identified in Section 11.1. Notices.

10.2 Either Party may change its representative by notifying the other Party in writing of such change within five (5) business days. Any such change will become effective upon the receipt of such notice by the other Party to this Agreement.

11. Miscellaneous.

11.1 Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

Notices to County shall be addressed as follows:

Steve Nawrocki
Office of the County Manager
141 Pryor Street, Suite 2045
Atlanta, GA 30303

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

Notice to GSU, shall be addressed as follows:

Dr. William Sabol
Georgia State University
Department of Criminal Justice & Criminology
55 Park Place, Room 510
Atlanta, GA 30303

With a copy to: Office of Legal Affairs
100 Auburn Ave. NE, Ste. 315,
Atlanta, GA30303
Attn: Kerry L. Heyward, JD

11.2 This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized representative of each of the Parties hereto.

11.3 This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Georgia, without regard to applicable conflict of laws principles. Any dispute arising out of or relating to this Agreement shall be exclusively adjudicated in the Superior Court of Fulton County, Georgia. Each Party agrees and submits to the personal jurisdiction and venue thereof

11.4 This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns.

11.5 Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.

11.6 The provisions of this Agreement shall be severable and, if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

11.7 Nothing in this Agreement is intended to confer on any person other than the Parties to this Agreement or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not a Party to this Agreement nor imposing any obligations on either Party hereto to persons not a Party to this Agreement.

11.8 Entire Agreement. This Agreement, together with all attachments, exhibits, schedules, riders, and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the exhibits, schedules, or riders, the provisions of this Agreement shall control.

[Signature page to follow]

IN WITNESS WHEREOF, the parties in agreement to ensure the success of this Memorandum of Agreement on the date set forth below.

Board of Regents of the University System of Georgia by and on behalf of Georgia State University:

Dated: 08/29/2024

Name: Denise Jenkins

Title: Assistant Dean of Finance and CFO
Andrew Young School of Policy Studies

Signature: Denise Jenkins

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Board of Commissioners

ATTEST:

Tonya Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Steven Nawrocki
Justice Performance Management Officer

Exhibit A

The following data will be shared by Fulton County, GA ("Fulton County") with Georgia State University ("GSU") for the purposes described in **Section 1 - Purpose** of the Agreement:

1. Inmate general population: Detailed information about all jail inmates such as booking and release dates, bond information, name, demographics, addresses, and unique identifiers for each party.
2. Inmate population charges: Arrest, charge, and bond information associated with each current booking record in the Inmate General Population.
3. Prior bookings: Any prior jail booking records for PartyIDs listed in the Inmate General Population.
4. Prior booking charges: Arrest, charge, and bond information associated with any prior jail booking records for PartyIDs listed in the Inmate General Population.
5. Inmate general population all court cases: All court cases and associated case category, charge, and statute found from a search for all PartyIDs in the Inmate General Population.
6. Pretrial intake: Interview information, such as current status, decisions, and recommendations, for PartyIDs contained in the Inmate General Population.
7. Pretrial supervision conditions: Supervision Case Information
8. Pretrial supervision Failure to Appear (FTA)

Fulton County shall send GSU data on a monthly basis for the term of the agreement, no later than second Monday of each month.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0633

Meeting Date: 10/2/2024

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

Presentation of Proclamations and Certificates.

Proclamation recognizing "Customer Service Week." **(Pitts/Abdur-Rahman)**

Proclamation recognizing "Domestic Violence Awareness Month." **(Abdur-Rahman/Pitts)**

Proclamation recognizing "Breast Cancer Awareness Month." **(Abdur-Rahman/Pitts)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0635

Meeting Date: 10/2/2024

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, 23ITB138287C-JNJ, Asphalt/Concrete Pavement Maintenance and Repair Services in an amount not to exceed \$200,000.00 with Complete Contracting Partners LLC (Powder Springs, GA), to provide asphalt/concrete pavement maintenance and repair services on an "as needed" basis for the County. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

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 Approval to renew existing contract for Asphalt/Concrete Pavement Maintenance and Repair Services on an "as needed" basis for Fulton County for FY2025.

Scope of Work: The contract furnishes all materials, labor, tools, equipment, and appurtenances necessary to provide asphalt/concrete pavement maintenance and repair services on an "as needed" basis for Fulton County.

The Scope of Work includes, but is not limited to:

- (A) Asphalt Maintenance and Repair
 - Asphalt Milling Overlay
 - Potholes Repair
- (B) Asphalt Seal Coating and Crack Repair
- (C) Pavement Striping, Stenciling and Wheel Stops
- (D) Concrete Maintenance and Repair
 - Driveway Apron Replacement
 - Drive Apron Repair
 - Sidewalk Repair
 - New Sidewalk
 - New Steps
 - Concrete Curb and Cutter Replacement

Community Impact: This contract provides the ability to preserve and extend the life of the concrete pavement at County-own properties.

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

This is a time and material contract and the requested spending authority in the total amount of \$200,000.00 covers the cost for materials and labor hours for the maintenance and repairs for the asphalt/concrete pavement for FY2025.

Project Implications: This contract requires specialty tools, equipment, training, and skills. If not immediately repaired, over time the structure of the asphalt and pavement surfaces will weaken and could cause damage to the County and patron vehicles at these County-own facilities.

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

Department Issues/Concerns: If the renewal contract is not approved, the County cannot provide asphalt/concrete pavement maintenance and repair services for County-owned facilities for FY2025.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0899	12/20/23	\$200,000.00
1st Renewal			\$200,000.00
Total Revised Amount			\$400,000.00

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

Contract Value: **\$200,000.00**

Prime Vendor: Complete Contracting Partners, LLC
Prime Status: African American Male Business Enterprise
Location: Powder Springs, GA
County: Cobb County
Prime Value: \$160,000.00 or 80.00%

Subcontractor: CGC (Collins General Construction)
Subcontractor Status: African American Male Business Enterprise
Location: Atlanta, GA
County: Fulton County
Contract Value: \$40,000.00 or 20.00%

Total Contract Value: \$200,000.00 or 100.00%
Total Certified Value: \$200,000.00 or 100.00%

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

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

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$200,000.00
Previous Adjustments: \$0.00
This Request: \$200,000.00
TOTAL: \$400,000.00

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:**

500-520-5200-TBD: Capital, Real Estate and Asset Management, To-Be Determine -\$200,000.00.
This is a Standby Contract that is dependent on the availability of resources provided in the adopted for FY2025.

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: One renewal option remains

Overall Contractor Performance Rating: 82**Would you select/recommend this vendor again?**

Yes

Report Period Start:
4/1/2024**Report Period End:**
6/30/2024



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 23ITB138287C-JNJ

BID/RFP# TITLE: Asphalt/Concrete Pavement Maintenance and Repair Services

ORIGINAL APPROVAL DATE: 12/20/2023

RENEWAL EFFECTIVE DATES: 1/1/2025 through 12/31/2025

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$200,000.00

COMPANY'S NAME: Complete Contracting Partners LLC

ADDRESS: 3721 New Macland Road, Ste. 200-316

CITY: Powder Springs

STATE: Georgia

ZIP: 30127

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

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

**COMPLETE CONTRACTING
PARTNERS, LLC**

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

**Anquinson (Quincy) Collins
CEO**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

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

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2ND RM: _____ SECOND REGULAR MEETING
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Performance Evaluation Details

ID	E1
Project	Asphalt/Concrete Pavement Maintenance and Repair
Project Number	23ITB138287C-JNJ
Supplier	Complete Contracting Partners LLC
Supplier Project Contact	Quincy Collins (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	08/07/2024
Evaluation Type	Formal
Interview Date	08/07/2024
Expectations Meeting Date	08/07/2024
Status	Completed
Publication Date	08/07/2024 12:01 PM EDT
Completion Date	08/07/2024 12:01 PM EDT
Evaluation Score	82

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

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

Comments

Quality of goods and services are excellent. Personnel are qualified and experienced with good technical excellence. Products and final product are mostly satisfactory. Meets contract requirements.

TIMELINESS OF PERFORMANCE

17/20

Rating

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

Comments

Generally descent with response times for projects communicative with callbacks, emails etc. Even for simple projects. Responds well to change in directions, new requests or change in scope.

BUSINESS RELATIONS

14/20

Rating

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

Comments

Good business relations; effective and efficient with problem notifications or updates on schedules. Continuous delays in receiving proposals as well as invoices.

CUSTOMER SATISFACTION

17/20

Rating

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

Comments

Good Communication. Info and request promptness is generally good. Customers were always satisfied and projects met specs stated in the contract. User quality was good, Within budget.

COST CONTROL

17/20

Rating

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

Comments

Costs mostly stay within budget. Resolves price issue when requested for clarification. Cost have increased due to inflation so costs.

GENERAL COMMENTS

Comments

Not Specified

Contract Renewal Evaluation Form

Date:	July 23, 2024
Department:	Real Estate and Asset Management
Contract Number:	23ITB13287C-JNJ
Contract Title:	Asphalt/Concrete Pavement Maintenance and Repair Services

Instructions:

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

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

The scope of work for this contract cannot be reduced because we do not have equipment, skills, and in-house staff to provide this service. This contract furnishes all materials, labor, tools, equipment, and appurtenances necessary to provide asphalt/concrete pavement stripping, stenciling, wheel stops, concrete curb and cutter replacement, maintenance, and repair services on "as needed" basis only for Fulton County, DREAM. The cost was determined in the bid process as the lowest and responsible cost for repairs for asphalt, concrete, and pavement repairs.

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:

Prices received under this newly formed contract are compared to historical pricing and the current market from other vendors that provide this service. Also, prices were compared to the Gordian Price book. Initially, this procurement was conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this bid is code Selection 102-373, Competitive Sealed Bid.

☐ **Market Survey of other jurisdictions:**

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

Explanation / Notes:

Click here to enter text.

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

Click here to enter text.

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

FY2024 The County has allocated expenditure of \$1,910.54 as of 8/12/2024

FY2023 The County spent \$56,937.00

FY2022 The County spent \$19,620.50

FY2021 There were no expenditures

FY2020 The County spent \$210,514.75

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 these contract renewals are not approved, emergency repairs for anything dealing with asphalt, concrete and pavement maintenance repairs would not be available to customers. Even though the funding for this contract is limited and many times it is up to each individual Department to pay for the repair, the availability of these contractors are essential for repair, upkeep, and emergencies for all of Fulton County facilities.

Mark Moore

Mark Moore, Landscape Architect I

August 12, 2024

Prepared by

Date

JD
Joseph N. Davis, Director

August 12, 2024

Department Head

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0636

Meeting Date: 10/2/2024

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, 23ITB138304C-JNJ, Standby Fencing Installation and Repair in an amount not to exceed \$200,000.00 with Allied Fence Company, Inc. (Mableton, GA), to provide standby fencing installation and repair on an "as needed" basis for Fulton County. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background This contract furnishes all materials, labor, tools, equipment, and appurtenances necessary to provide standby fencing installation of new fence and replacement of existing fencing on an "as needed" basis for Fulton County facilities. The fencing types consist of chain link, ornamental iron, and steel fencing.

Community Impact: This contract ensures the security of County properties.

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

This is a time and material contract and the requested spending authority in the total amount of \$200,000 covers the cost for materials and labor associated with the repair, replacement, or installation of fencing at County facilities/properties for FY 2025. installation of galvanized chain link fencing for FY2025.

Project Implications: This contract requires specialty tools, equipment, training, and skills. Fencing repairs and installation will not be performed in a timely or cost-effective such as, securing all generators and HVAC systems at County facilities to prevent theft and vandalism.

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

Department Issues/Concerns: If this renewal contract is not approved, the County cannot provide standby fencing installation and repair to secure Fulton County facilities.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0768	11/1/23	\$200,000.00
1st Renewal			\$200,000.00
Total Revised Amount			\$400,000.00

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

Contract Value: \$200,000.00

Prime Vendor: Allied Fence Company, Inc.

Prime Status: Non-Minority

Location: Mableton, GA

County: Cobb County

Prime Value: \$200,000.00 or 100.00%

Total Contract Value: \$200,000.00 or 100.00%

Total Certified Value: \$0.00 or 0.00%

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

Exhibit 1: 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: \$200,000.00
Previous Adjustments: \$0.00
This Request: \$200,000.00
TOTAL: \$400,000.00

Grant Information Summary

Amount Requested: [Click here to enter text.](#) ☐ Cash
Match Required: [Click here to enter text.](#) ☐ In-Kind
Start Date: [Click here to enter text.](#) ☐ Approval to Award
End Date: [Click here to enter text.](#) ☐ Apply & Accept
Match Account \$: [Click here to enter text.](#)

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

500-520-5200-TBD: Capital, Real Estate and Asset Management, To-Be Determine -\$200,000.00.

This is a Standby Contract that is dependent on the availability of resources provided as part of DREAM's annual operating budget and/or capital improvement programs, and end-user/departamental operating/capital funding as identified" adopted for FY2025.

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

Overall Contractor Performance Rating: 100

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2024

Report Period End:
6/30/2024



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 23ITB138304C-JNJ

BID/RFP# TITLE: Standby Fencing Installation and Repair

ORIGINAL APPROVAL DATE: 11/1/2023

RENEWAL EFFECTIVE DATES: 1/1/2025 through 12/31/2025

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$200,000.00

COMPANY'S NAME: Allied Fence Company, Inc.

ADDRESS: P. O. Box 276

CITY: Mableton

STATE: Georgia

ZIP: 30126

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

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

ALLIED FENCE COMPANY, INC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Todd Edlin,
CFO, President

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

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

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2 ND RM: _____ SECOND REGULAR MEETING
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Performance Evaluation Details

ID	E1
Project	Standby Fencing Installation and Repair
Project Number	23ITB138304C-JNJ
Supplier	Allied Fence Co
Supplier Project Contact	Todd Edlin (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	08/06/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/06/2024 11:29 AM EDT
Completion Date	08/06/2024 11:29 AM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

20/20

Rating

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

Comments

Allied always completes projects that meet spec compliance; Technical Excellence with Personnel Qualification. Reports are on time and administration is prompt and efficient.

TIMELINESS OF PERFORMANCE

20/20

Rating

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

Comments

Always meet milestones with projects. Responsiveness to directions and changes to scope are prompt. Immediately responsive.

BUSINESS RELATIONS

20/20

Rating

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

Comments

Good business relations and responds to inquiries and requests in efficient and prompt manner. When problems arise the supervisor is always available and responsive.

CUSTOMER SATISFACTION

20/20

Rating

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

Comments

Users and customers are always satisfied; expectations are met. Specifications are met and projects come in within budget with proper invoicing and no substitutions.

COST CONTROL

20/20

Rating

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

Comments

Supervisor are always available; responds promptly to requests and always available. Key personnel are experienced and efficient in getting projects completed.

GENERAL COMMENTS

Comments

Not Specified

Contract Renewal Evaluation Form

Date:	July 23, 2024
Department:	Real Estate and Asset Management
Contract Number:	23ITB138304C-JNJ
Contract Title:	Standby Fencing Installation and Repair

Instructions:

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

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

The scope of work for this contract cannot be reduced because we do not have equipment, skills, and in-house staff to provide this service. This contract furnishes all material, labor, tools, equipment, and appurtenances necessary to provide installation of new chain link, ornamental iron and steel fencing and replacement of existing fence for all Fulton County facilities on an "as needed" basis only. The cost was determined in the bid process as the lowest and responsible cost for repairs for fencing installation and repair.

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 prices for fencing installation do reflect the current market. Prices received under this newly formed contract are compared to historical pricing and the current market from other vendors that provide this service. Initially, this procurement was conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this bid is code Selection 102-373, Competitive Sealed Bid.

☐ **Market Survey of other jurisdictions:**

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

Explanation / Notes:

Click here to enter text.

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

Click here to enter text.

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

FY2024 The County expenditure as of 7/23/2024, \$18,997.00

FY2023 The County spent \$78,556.00

FY2022 The County spent \$46,886.00

FY2021 The County spent \$252,066.10

FY2020 The County spent \$210,514.75

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 the contract renewal is not approved, standby and emergency repairs for anything dealing with fencing installation and repair would not be available to customers. The Department does not have the capacity in-house to provide this service. This contract is essential for the repairs, upkeep, and emergencies for all of Fulton County facilities.

Mark Moore

Mark Moore, Landscape Architect I

July 23, 2023

Prepared by

Date

JN

Joseph N. Davis, Director

August 12, 2024

Department Head

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0637

Meeting Date: 10/2/2024

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, 23ITB073123C-MH, Elevator and Escalator Maintenance Services in an amount not to exceed \$400,000.00 with Mowrey Elevator Company of Florida, Inc. (Marianna, FL), to provide full on-site preventive maintenance services for approximately 75 various types of passenger and freight elevators for County facilities. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

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: Approval to renew an existing contract to provide full on-site preventive maintenance services for approximately 75 various types of passenger and freight elevators for County facilities for FY2025.

Scope of Work: This contract furnishes all materials, labor, tools, equipment, and appurtenances necessary to provide full maintenance coverage including, cleaning, painting, lubrication, adjusting,

parts replacement, repairs and testing on all parts of the elevator equipment including, but not limited to: machines, worms, gears, thrust bearings, drive sheaves, sheave bearings, brake pulleys, brakes, brake coils, linings, motors, motor generator, hydraulic power units, hydraulic pumps and valves silencers, mufflers, controllers, selectors, relays, contacts, solid state devices, transformers, resistors and all related control hardware.

The also includes but not limited to the following preventive maintenance task to be perform as indicted in the scope of work:

Speed governors, governor sheaves, car safeties, counterweight safeties, hydraulic plunger, bolster plate, jack packing, deflector and secondary sheaves, bearings, car and counterweight buffers, car and counterweight guide rails, limit switches, guide shoes (slide and roller), door operators, car and hoist way door hangers, contacts, interlocks, auxiliary door closing devices, safety edges, photo eyes, car emergency light systems including batteries, car fans, car frames, platforms and all other elevator related devices.

Community Impact: The impact on the community to ensure safe and efficient elevator access to all floors for County's employees and citizens to include persons with disabilities according to ADA appliances.

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

This is a time and material contract, and the requested spending authority in the amount of \$400,000.00 will cover for full preventive elevator maintenance repairs, inspections, replacement parts/components, and labor rates for FY2025.

Project Implications: This service keeps the County in compliance because each existing elevator: escalator, boiler and pressure vessel will be thoroughly inspected as to their construction, installation, and condition on an annual basis. A permit is required and issued in accordance with the safety standards set forth for this equipment.

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

Department Issues/Concerns: If this renewal contract is not approved, the Department cannot provide preventive elevator maintenance services in Fulton County facilities, this will jeopardize Fulton County not being in compliance with the State of Georgia laws and rules regulating existing elevators inspection and permits for Fulton County facilities.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0824	11/15/23	\$400,000.00
1st Renewal			\$400,000.00

Total Revised Amount			\$800,000.00
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Contract & Compliance Information *(Provide Contractor and Subcontractor details.)***Contract Value:** \$400,000.00**Prime Vendor:** Mowrey Elevator Company of Florida, Inc.**Prime Status:** Non-Minority**Location:** Marianna, FL**County:** Jackson County**Prime Value:** \$400,000.00 or 100.00%**Total Contract Value:** \$400,000.00 or 100.00%**Total Certified Value:** \$0.00 or 0.00%**Exhibits Attached** *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Contract Renewal Agreement

Exhibit 2: Performance Evaluation 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: \$400,000.00

Previous Adjustments: \$0.00

This Request: \$400,000.00

TOTAL: \$800,000.00

Grant Information Summary

Amount Requested:

Match Required:

Start Date:

End Date:

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

Agenda Item No.: 24-0637

Meeting Date: 10/2/2024

Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5221-1116: General, Real Estate and Asset Management, Building Maintenance- \$400,000.00
“Subject to availability of funding adopted for FY2025 by BOC”

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment: Click here to enter text.	Renewal/Extension Terms: One renewal option remains

Overall Contractor Performance Rating: 76

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2024

Report Period End:
6/30/2024



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 23ITB073123C-MH

BID/RFP# TITLE: Elevator and Escalator Maintenance Services

ORIGINAL APPROVAL DATE: 11/15/2023

RENEWAL EFFECTIVE DATES: 1/ 1/ 2025 **THROUGH** 12/ 31/2025

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$400,000.00

COMPANY'S NAME: Mowrey Elevator Company of Florida, Inc.

ADDRESS: 4518 Lafayette Street

CITY: Marianna

STATE: FL

ZIP: 32446

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

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

**MOWREY ELEVATOR COMPNAY OF
FLORIDA, INC.**

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

**Jim Roth
Area Representative**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

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

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2ND RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E2
Project	ITB Elevator and Escalator Maintenance Services FY2024
Project Number	23ITB073123C-MH
Supplier	MOWREY ELEVATOR COMPANY OF FLORIDA, INC
Supplier Project Contact	SHANNON YOUNG (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	07/08/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/08/2024 02:36 PM EDT
Completion Date	07/08/2024 02:36 PM EDT
Evaluation Score	76

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

14/20

Rating

Satisfactory: Overall compliance requires minor User Department resources to ensure achievement of contract requirements.

Comments

Vendor's technicians are knowledgeable and provided service complying with requirements in contract and technical specifications. Some improvements have been made in providing report about preventive maintenance and repairs. There has to be sustaining effort to provide timely feed back from the field

TIMELINESS OF PERFORMANCE

14/20

Rating

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

Comments

Vendor provides services as and when called for minor services. Response time is in compliance with requirements. Major repairs like re-roping are delayed and no definite time line were available. There is no change in this performance criteria from previous quarter

BUSINESS RELATIONS

17/20

Rating

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

Comments

Vendor's Atlanta Regional Office has established very good relationship with the Contracts Administrator and keeps good communication. Response to inquiries and submission of estimates are satisfactory.

CUSTOMER SATISFACTION

14/20

Rating

Satisfactory: Contractor representative is reasonably responsive to User Department request for information and professional.

Comments

Some customers have complained about the operation of elevators. Failure on a daily average rate remains a concern. It looks like the design and/or execution of modernization was not well thought out. There has been slight improvement but lot more needs to be done. No change in performance criteria since previous quarter

COST CONTROL

17/20

Rating

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

Comments

Vendor is compliant with contract pricing and always uses this fo invoices. Invoices are submitted in a regular, timely manner and the invoices are accurate.

GENERAL COMMENTS

Comments

Vendor recommended for continued engagement

Contract Renewal Evaluation Form

Date:	July 26, 2024
Department:	Real Estate and Asset Management
Contract Number:	23ITB073123C-MH
Contract Title:	Elevator and Escalator Maintenance Services

Instructions:

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

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

The scope of work for this contract cannot be reduced because we do not have the necessary required replacement parts and components on hand to provide full on-site preventive and corrective maintenance services for all 75 passenger and freight elevators located in Fulton County facilities. This contract that provides all materials, labor, tools, equipment, and appurtenances necessary to provide full maintenance coverage including, cleaning, painting, lubrication, adjustments, parts replacement, repairs and testing of all elevator equipment including, but not limited to, machines, gears, bearings, drive sheaves, sheave bearings, brake pulleys, brakes, brake coils, linings, motors, motor generator, hydraulic power units, hydraulic pumps, valves silencers, mufflers, controllers, selectors, relays, contacts, solid state devices, transformers, resistors and all related control hardware.

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

☐ **Market Survey of other jurisdictions:**

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

Explanation / Notes:

Click here to enter text.

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

It yields no useful data in comparing cost with similar functions in other jurisdictions. Each elevator is unique in the design and is tailored to the traffic requirements in the building and no two buildings can probably have similar installations. Therefore, comparing cost of maintenance of one elevator to another even in a building of similar functionalities, may not yield useful information. Even within Fulton County buildings, comparison of elevator systems between two buildings of the same size may not give any useful data

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

FY2024 The County expenditure as of 7/26/2024, \$164,737.80

FY2023 The County spent \$350,000.00

FY2022 The County spent \$350,000.00

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

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

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

Percent difference between past purchase price and renewal price:

[Click here to enter text.](#)

Explanation / Notes:

[Click here to enter text.](#)

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

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

DREAM does not have enough qualified and experienced tradesman necessary to perform this kind of work to provide preventive elevator maintenance services in Fulton County facilities. County has installed various types and makes of elevators and it is cost effective and efficient to engage a well experienced contractor to maintain the equipment. Well-maintained elevators is also a requirement for compliance with ADA.

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


If this contract is not renewed, the department will not be in compliance with Georgia Department of Labor regulations regarding passenger and freight elevator operation according to Rules and Regulations of the Safety Fire Commissioner §§ 120-3-25 and 120-3-26.

Vijay Nair, Building Maintenance Manager 

08/ 28 /2024

Prepared by

Date


Joe Davis, Director

8/29/2024

Department Head

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0638

Meeting Date: 10/2/2024

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, 23ITB136993C-GS, Medical and Clinical General Cleaning Services in an amount not to exceed \$440,290.00 with Intercontinental Commercial Services, Inc. (Lawrenceville, GA) to provide medical and clinical cleaning services for five (5) selected Fulton County Health facilities. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2025, through December 31, 2025.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: This contract furnishes all materials, labor, equipment, and appurtenances necessary to provide specialized cleaning services for five (5) selected Fulton County Health facilities for FY2025.

Scope of Work: To provide medical and clinical level cleaning services for five (5) selected Fulton County Health facilities:

1. Adamsville Regional Health Center with a total cleanable sq. ft. of 25,200
2. Center for Rehabilitation with a total cleanable sq. ft. of 44,520
3. Fulton County Public Health at 10 Park Place with a total cleanable sq. ft. of 40,221
4. Oakhill Child, Adolescent and Family Center with a total cleanable sq. ft. of 30,576
5. College Park Regional Health Center with a total cleanable sq. ft. of 35,280

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

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

This is a time and material contract and the total requested spending authority in the amount of \$440,290.00 covers the cost for materials, cleaning supplies and labor hours to maintain the required cleaning services for the full 12-months of FY2025.

Project Implications: This contract is to provide and maintain clean and environmentally safe County facilities. An effective cleaning program is critical to ensure a healthy and productive environment.

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

Department Issues/Concerns: If this renewal contract is not approved, the Department will not be able to provide medical and clinical cleaning services for selected County health facilities.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0309	5/3/23	\$330,218.00
1st Renewal	23-0713	10/18/23	\$440,290.00
2nd Renewal			\$440,290.00
Total Revised Amount			\$1,210,798.00

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

Contract Value: \$440,290.00

Prime Vendor: Intercontinental Commercial Services, Inc.
Prime Status: Asian American Male Business Enterprise
Location: Lawrenceville, GA
County: Gwinnett County
Prime Value: \$440,290.00 or 100.00%

Total Contract Value: \$440,290.00 or 100.00%
Total Certified Value: \$440,290.00 or 100.00%

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

Exhibit 1: Contract Renewal Agreement

Exhibit 2: Performance Evaluation 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:	\$330,218.00
Previous Adjustments:	\$440,290.00
This Request:	\$440,290.00
TOTAL:	\$1,210,798.00

Grant Information Summary

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

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

100-520-5212-1176: General, Real Estate and Asset Management, Cleaning Services- \$440, 290.00
"Subject to availability of funding adopted for FY 2025 by BOC"

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment: Click here to enter text.	Renewal/Extension Terms: renewal options remain

Agenda Item No.: 24-0638

Meeting Date: 10/2/2024

Overall Contractor Performance Rating: 76

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2024

Report Period End:
6/30/2024



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Department of Real Estate and Asset Management

BID/RFP# NUMBER: 23ITB136993C-GS

BID/RFP# TITLE: Medical and Clinical General Cleaning Services

ORIGINAL APPROVAL DATE: 5/3/2023

RENEWAL EFFECTIVE DATES: 1/01/ 2025 **THROUGH** 12/ 31/2025

RENEWAL OPTION #: 2 of 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$440,290.00

COMPANY'S NAME: Intercontinental Commercial Services, Inc. (ICS, Inc.)

ADDRESS: 912 Hurricane Shoals Road, NE

CITY: Lawrenceville

STATE: GA

ZIP: 30043

This Renewal Agreement No. 2 was approved by the Fulton County Board of

Commissioners on BOC DATE: _____ **BOC NUMBER:** _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

**INTERCONTINENTAL COMMERCIAL
SERVICES, INC. (ICS, INC.)**

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

**Kelly B. Adamson
Vice President of Sales**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

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

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____	ITEM#: _____ 2ND RM: _____
REGULAR MEETING	SECOND REGULAR MEETING

CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E5
Project	Medical and Clinical General Cleaning Services
Project Number	23ITB136993C-GS
Supplier	Intercontinental Commercial Services, Inc. (ICS, Inc.)
Supplier Project Contact	Tony Kim (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	07/15/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/15/2024 11:55 AM EDT
Completion Date	07/15/2024 11:55 AM EDT
Evaluation Score	76

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

14/20

Rating

Satisfactory: Overall compliance requires minor User Department resources to ensure achievement of contract requirements.

Comments

ICS is consistent with providing supplies and monitoring/managing staff to ensure a good quality of cleaning is being provided. The communication remains good between contractor, staff, and County. The overall general cleaning of the contracted facilities is satisfactory.

TIMELINESS OF PERFORMANCE

14/20

Rating

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

Comments

ICS remains receptive to the needs or concerns of the facilities and has responded to either in a timely manner. They ensure the buildings are staffed. They have been slow on getting the buildings waxed, stripped, and carpets cleaned but they are working the issue. ICS performance has been consistent and well received by staff in the buildings and center managers.

BUSINESS RELATIONS

14/20

Rating

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

Comments

ICS has remained consistently available and willing to address issues or concerns. An open line of communication has remained and any issue or concern is addressed in a professional manner.

CUSTOMER SATISFACTION

17/20

Rating

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

Comments

ICS has been and continue to be accommodating and continually working to provide customer satisfaction for cleaning of the facilities.

COST CONTROL

17/20

Rating

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

Comments

ICS has not had any major issues with invoicing, or cost/price issues.

GENERAL COMMENTS

Comments

Not Specified

Contract Renewal Evaluation Form

Date:	July 24, 2023
Department:	Real Estate and Asset Management
Contract Number:	23ITB136993C-GS
Contract Title:	Medical and Clinical General Cleaning Services

Instructions:

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

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

The scope of work for this contract cannot be reduced because we do not have the in-house capabilities to furnish all janitorial services and labor, materials, cleaning supplies (soap, toilet seat covers, toilet tissue, paper towels, and other required supplies) and equipment necessary to provide the highest quality of janitorial services at these County health 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 prices for Janitorial Services do reflect the current market value in the Atlanta metro area. This procurement was conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this bid is code Selection 102-373, Competitive Sealed Bid.

☐ **Market Survey of other jurisdictions:**

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	City of Atlanta/Vince Williams
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?	Yes, the prices are comparable.

Explanation / Notes:

Costs vary considerably depending on how much you want done and how often, and pricing is not at all clear-cut, it depends a great deal on the company and building type.

☐ **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?

FY2024 The County expenditures as of 7/29/2024 is \$146,763.28

FY2023 The County spent \$243,099.74

FY2022 The County spent \$346,160.00

FY2021 The County spent \$315,069.67

FY2020 The County spent \$275,020.34 (Partial 10-month service)

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.

Couple of these health facilities was performed in-house, but due to critical operation in particular a work control environment that requires restrictive measures for as detail sanitary cleaning that is sustainable to keeping a healthy productive medical environment. Outsourcing this service to professional trained cleaning contractor for maintaining the highest quality medical and clinical general cleaning was the best cost-effective option.

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

If this award is not approved, there will be a delay in providing Janitorial Services for selected Fulton County Health Facilities. The overall impact is that clean and sanitary facilities will reduce any potential disease and sickness to County employees and patrons in these facilities.

Richie Carter

Richie Carter, Building Services Mgr.

July 29, 2024

Prepared by

Date

JD
Joe Davis, Director

September 6, 2024

Department Head

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0639

Meeting Date: 10/2/2024

Department

Real Estate and Asset Management

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

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 22RFP135756C-GS, Janitorial Services for Fulton County's Government Center Complex (Group A) and Justice Center Facilities (Group B) in the total amount not to exceed \$2,269,832.00 with (A) ABM Industry Groups, LLC (Atlanta, GA) in the amount not to exceed \$903,588.00; and (B) American Facility Services, Inc. (Alpharetta, GA) in the amount not to exceed \$1,366,244.00, to provide janitorial services for the Government Center Complex and the Justice Center Complex for Fulton County. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2025, through December 31, 2025.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background This contract provides general cleaning for Government Center Complex (Group A) and Justice Center Complex (Group B) for the Department of Real Estate and Asset Management (DREAM). Janitorial contractors shall furnish all labor, materials, cleaning supplies, restroom supplies (including feminine products, soap, toilet seat covers, toilet tissue, paper

towels, and other required supplies) and equipment necessary to provide janitorial services at these facilities.

(A) ABM Industry Groups, LLC: Is responsible for the Fulton County Government Center Complex (Group A) which consists of; three (3) facilities: The Government Center; the Public Safety Building and Health and Human Services building a total of 656,424 sq. ft./551,397 cleanable sq. ft.

(B) American Facility Services, Inc.: Is responsible for the Justice Center Complex (Group B) which consists of; six (6) facilities: Justice Center Tower; Carnes Justice Center Building; Lewis Slaton Fulton County Court House; Judge Romae T. Powell Juvenile Justice Center; State of Georgia Department of a Human Services (DHS), and the Medical Examiner's Office for a total of 1,306,434 sq. ft./1,097,405 cleanable sq. ft.

Community Impact: Provision of clean and sanitary facilities for County citizens and staff.

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

These are a time and material contracts and the total requested spending authority in the amount of \$2,269,832.00 is sufficient to cover the costs for cleaning materials, janitorial supplies, labor hours to include day porters, and additional events and unanticipated emergencies that require additional janitorial support.

Project Implications: An effective cleaning program is critical in ensuring the County provides a health facility environment for citizens and staff.

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

Department Issues/Concerns: If these renewal contracts are not approved, DREAM does not have the capacity to provide sufficient janitorial services for the affected facilities in FY 20225.

Contract Modification

(A) ABM Industry Groups, LLC

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0310	5/3/23	\$570,430.00
1st Renewal	23-0758	11/1/23	\$885,528.00
2nd Renewal			\$903,588.00
Total Revised Amount			\$2,359,546.00

(B) American Facility Services, Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0310	5/3/23	\$906,299.00
1st Renewal	23-0758	11/1/23	\$1,366,244.00
2nd Renewal			\$1,366,244.00
Total Revised Amount			\$3,638,787.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*
Total Contract Value: \$2,269,832.00
(A)

Contract Value: \$903,588.00
Prime Vendor: ABM Industry Groups, LLC
Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Prime Value: \$903,588.00 or 100.00%

Total Contract Value: \$903,588.00 or 100.00%
Total Certified Value: \$0.00 or 0.00%
(B)

Contract Value: \$1,366,244.00
Prime Vendor: American Facility Services, Inc.
Prime Status: Non-Minority
Location: Alpharetta, GA
County: Fulton County
Prime Value: \$956,370.80 or 70.00%

Subcontractor: Simplee Clean, LLC
Subcontractor Status: African American Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Subcontractor Value: \$136,624.40 or 10.00%

Subcontractor: Phenomenal Janitorial & Maintenance
Subcontractor Status: African American Female Business Enterprise
Location: Jonesboro, GA
County: Clayton County
Subcontractor Value: \$273,248.80 or 20.00%

Total Contract Value: \$1,366,244.00 or 100.00%
Total Certified Value: \$409,873.20 or 30.00%

Agenda Item No.: 24-0639

Meeting Date: 10/2/2024

Grand Contract Value: \$2,269,832.00 or 100.00%

Grand Certified Value: \$409,873.20 or 18.06%

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

Exhibit 1: Contract Renewal Agreements

Exhibit 2: Contractor's Performance Reports

Exhibit 3: Contract Renewal Evaluation Form

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$1,476,729.00

Previous Adjustments: \$2,251,772.00

This Request: \$2,269,832.00

TOTAL: \$5,998,333.00

Grant Information Summary

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

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

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5221-1176: General, Real Estate and Asset Management, Cleaning Services - \$2,269,832.00 "Subject to availability of funding adopted for FY2025 by BOC"

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: renewal options remain

Overall Contractor Performance Rating:

ABM Industry Groups, LLC- 85

American Facility Services, Inc.- 85

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2024**Report Period End:**
6/30/2024



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 22RFP135756C-GS

BID/RFP# TITLE: Janitorial Services for Fulton County Government Center Complex (Group A)
and Justice Center Facilities (Group B)

ORIGINAL APPROVAL DATE: 5/3/2023

RENEWAL EFFECTIVE DATES: 1/ 1/ 2025 **THROUGH** 12/ 31/2025

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$903,588.00

COMPANY'S NAME: ABM Industry Group, LLC

ADDRESS: 4151 Ashford Dunwoody Rd, Suite 600

CITY: Atlanta

STATE: GA

ZIP: 30319

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

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

ABM INDUSTRY GROUP, LLC

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

**Mark Deal
Regional Vice President**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

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

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 22RFP135756C-GS

BID/RFP# TITLE: Janitorial Services for Fulton County Government Center Complex (Group A)
and Justice Center Facilities (Group B)

ORIGINAL APPROVAL DATE: 5/3/2023

RENEWAL EFFECTIVE DATES: 1/ 1/ 2025 **THROUGH** 12/ 31/2025

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$1,366,244.00

COMPANY'S NAME: American Facility Services, Inc.

ADDRESS: 1325 Union Hill Industrial Court, Suite A

CITY: Alpharetta

STATE: GA

ZIP: 30004

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

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

**AMERICAN FACILITY SERVICES,
INC.**

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

**Kevin McCann
President**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

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

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ REGULAR MEETING	ITEM#: _____ RM: _____ SECOND REGULAR MEETING
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Performance Evaluation Details

ID	E2
Project	Janitorial Services for Fulton County Government Group A and B
Project Number	22RFP135756C-GS
Supplier	American Facility Services, Inc.
Supplier Project Contact	Andrea Nugent (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	01/01/2024 to 03/31/2024
Effective Date	04/15/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	04/15/2024 12:25 PM EDT
Completion Date	04/15/2024 12:25 PM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

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

Comments

Not Specified

TIMELINESS OF PERFORMANCE

17/20

Rating

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

Comments

Not Specified

BUSINESS RELATIONS

17/20

Rating

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

Comments

Not Specified

CUSTOMER SATISFACTION

17/20

Rating

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

Comments

Not Specified

COST CONTROL

17/20

Rating

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

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified

Performance Evaluation Details

ID	E4
Project	Janitorial Services for Fulton County Government Group A and B
Project Number	22RFP135756C-GS
Supplier	ABM
Supplier Project Contact	Michele Forman (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	07/15/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/15/2024 06:10 AM EDT
Completion Date	07/15/2024 06:10 AM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

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

Comments

Not Specified

TIMELINESS OF PERFORMANCE

17/20

Rating

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

Comments

Not Specified

BUSINESS RELATIONS

17/20

Rating

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

Comments

Not Specified

CUSTOMER SATISFACTION

17/20

Rating

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

Comments

Not Specified

COST CONTROL

17/20

Rating

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

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified

Contract Renewal Evaluation Form

Date:	July 29, 2024
Department:	Real Estate and Asset Management
Contract Number:	22RFP135756C-GS
Contract Title:	Janitorial Services for Fulton County Government Center Complex (Group A) and Justice Center Facilities (Group B)

Instructions:

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

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

The scope of work for this contract cannot be reduced because we do not have the in-house capabilities to furnish all janitorial services and labor, materials, cleaning supplies (soap, toilet seat covers, toilet tissue, paper towels, and other required supplies) and equipment necessary to provide the highest quality of janitorial services at these County 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 prices for Janitorial Services do reflect the current market value in the Atlanta metro area. This procurement was conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this bid is code Selection 102-373, Competitive Sealed Bid.

☐ **Market Survey of other jurisdictions:**

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	City of Atlanta/Vince Williams
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?	Yes, the prices are comparable.

Explanation / Notes:

Costs vary considerably depending on how much you want done and how often, and pricing is not at all clear-cut -- it depends a great deal on the company and building type. Many janitorial cleaning companies will charge a flat rate. The average cost to clean per square foot is approximately range from \$1.08 to 1.45. Compared to City of Atlanta, the County is paying comparable price for janitorial services.

☐ **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?

FY2024 The County expenditures as of 7/29/2024, \$1,109,218.08
FY2023 The County spent \$1,474,728.16
FY2022 The County spent \$2,014,909.04
FY2021 The County spent \$1,199,928.64
FY2020 The County spent \$1,196,118.21

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.

Service was performed in-house for approximately 3 years but proved to be costly and ineffective. Due to the projected Health Care requirement, high absenteeism rate and rising supply cost, it was more cost effective to outsource the services.

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

If this award is not approved, there will be a delay in providing Janitorial Services for selected County Facilities. The overall impact is that clean and sanitary facilities will reduce any potential disease and sickness to County employees and patrons in these facilities.

James Morehead

James Morehead, Bldg. Services Manager

August 16, 2024

Prepared by

Date

JN

Joe N. Davis, Director

August 16, 2024

Department Head

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0640

Meeting Date: 10/2/2024

Department

Real Estate and Asset Management

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

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 22ITB134621K-JAJ, Roof Maintenance, Repair and Replacement Services Countywide in the total amount not to exceed \$1,500,000.00 with (A) solicitation RYCARS Construction, LLC (Atlanta, GA) in the amount not to exceed \$500,000.00, (B) Ideal Building Solutions, LLC. (Norcross, GA) in the amount not to exceed \$500,000.00, and (C) Ben Hill Roofing and Siding Co, Inc (Douglasville, GA) in the amount not to exceed \$500,000.00, to provide standby roof maintenance, repair, and replacement services on an "as-needed" basis for Countywide facilities. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2025, through December 31, 2025.

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 Approval to renew existing contracts to provide standby roof maintenance, repair, and replacement services on an "as-needed" basis for Countywide facilities for FY2025.

Scope of Work: These contracts furnish all materials, parts, labor, equipment, and appurtenances necessary to provide standby roof maintenance, repair, and replacement services on an “as-needed” basis for Countywide facilities. The work includes removing and disposing of existing roofing systems; permits and licenses necessary to complete projects.

This standby contract is necessary to address aging roofing systems that have reached the end of their life cycle. It is in the County's best interest to have multiple contractors to provide the maximum flexibility in accomplishing these repairs on a timely and efficient basis.

Community Impact: This contract impacts the community in having the ability to provide and maintain sustainable roofing systems on Countywide facilities.

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

These are a time and materials contracts and the requested total spending authority in the total amount of \$1,500,000.00, is covering the costs for maintenance repairs/ replacement materials and labor rates for standby roof maintenance and replacement services for FY2025.

Project Implications: To provide timely and efficient repairs/replacements of the roofing systems that are beyond industry life cycles.

Community Issues/Concerns: Not being able to have adequate roof covering could affect community members when visiting the public buildings including Libraries and Health Clinics.

Department Issues/Concerns: If these renewal contracts are not approved, the Department ability to address the needs for roof repairs /replacement for Fulton County facilities will be negatively impacted.

Contract Modification

(A) RAYCARS Construction, LLC

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0985	12/21/22	\$700,000.00
1st Renewal	23-0675	10/4/23	\$700,000.00
2nd Renewal			\$500,000.00
Total Revised Amount			\$1,900,000.00

(B) Ideal Building Solutions, LLC

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0985	12/21/22	\$500,000.00
Increase Spending Authority No. 1	23-0458	7/12/23	\$494,624.40

1st Renewal	23-0675	10/4/23	\$500,000.00
2nd Renewal			\$500,000.00
Total Revised Amount			\$1,994,624.40

(C) Ben Hill Roofing and Siding Co., Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0985	12/21/22	\$300,000.00
1st Renewal	23-0675	10/4/23	\$300,000.00
2nd Renewal			\$500,000.00
Total Revised Amount			\$1,100,000.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)***Total Contract Value: \$1,500,000.00****(A)**

Contract Value: \$500,000.00
Prime Vendor: RYCARS Construction, LLC
Prime Status: African American Male Business Enterprise
Location: Atlanta, GA
County: Fulton County
Prime Value: \$400,000.00 or 80.00%

Subcontractor: Cross Roof
Subcontractor Status: African American Male Business Enterprise
Location: Atlanta, GA
County: Fulton County
Subcontractor Value: \$100,000.00 or 20.00%

Total Contract Value: \$500,000.00 or 100.00%
Total Certified Value: \$500,000.00 or 100.00%

(B)

Contract Value: \$500,000.00
Prime Vendor: Ideal Building Solutions, LLC.
Prime Status: Non-Minority
Location: Norcross, GA
County: Gwinnett County

Prime Value: \$500,000.00 or 100.00%

Total Contract Value: \$500,000.00 or 100.00%

Total Certified Value: \$0.00 or 0.00%

(C)

Contract Value: \$500,000.00

Prime Vendor: Ben Hill Roofing and Siding Co, Inc

Prime Status: Non-Minority

Location: Douglasville, GA

County: Douglas County

Prime Value: \$500,000.00 or 100.00%

Total Contract Value: \$500,000.00 or 100.00%

Total Certified Value: \$0.00 or 0.00%

Grand Contract Value: \$1,500,000.00 or 100.00%

Grand Certified Value: \$500,000.00 or 33.33%

Exhibits Attached

Exhibit 1: Contract Renewal Agreements

Exhibit 2: Contractor's Performance Reports

Exhibit 3: Contract Renewal Evaluation Form

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$1,500,000.00

Previous Adjustments: \$1,994,624.40

This Request: \$1,500,000.00
TOTAL: \$4,994,624.40

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

500-520-5200-TBD: Capital, Real Estate and Asset Management, To-Be Determine \$1,500,000.00.
Funds will be dependent on the availability of resources provided by end user/departmental operating/capital funding as identified” for FY2025.

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: renewal options remain

Overall Contractor Performance Rating:

RYCARS Construction, LLC 85
Ideal Building Solutions, LLC 85
Ben Hill Roofing and Siding Co., Inc. 85

Would you select/recommend this vendor again?

Yes

Report Period Start: 4/1/2024
Report Period End: 6/30/2024



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 22ITB134621K-JAJ

BID/RFP# TITLE: Roof Maintenance, Repair and Replacement Services Countywide

ORIGINAL APPROVAL DATE: 12/21/2022

RENEWAL EFFECTIVE DATES: 1/ 1/ 2025 **THROUGH** 12/ 31/2025

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$500,000.00

COMPANY'S NAME: RYCARS Construction, LLC

ADDRESS: 3450 Buffington Center, Suite B

CITY: Atlanta

STATE: GA

ZIP: 30349

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

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

RYCARS CONSTRUCTION, LLC

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Ryan E. Burks
President

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

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

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2 ND RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 22ITB134621K-JAJ

BID/RFP# TITLE: Roof Maintenance, Repair and Replacement Services Countywide

ORIGINAL APPROVAL DATE: 12/21/2022

RENEWAL EFFECTIVE DATES: 1/ 1/ 2025 **THROUGH** 12/ 31/2025

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$500,000.00

COMPANY'S NAME: Ideal Building Solutions, LLC

ADDRESS: 2578 Old Rockbridge Road

CITY: Norcross

STATE: GA

ZIP: 30092

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

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

IDEAL BUILDING SOLUTIONS, LLC

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

**Jason Finney
Vice President**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

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

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2ND RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 22ITB134621K-JAJ

BID/RFP# TITLE: Roof Maintenance, Repair and Replacement Services Countywide

ORIGINAL APPROVAL DATE: 12/21/2022

RENEWAL EFFECTIVE DATES: 1/ 1/ 2025 **THROUGH** 12/ 31/2025

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$500,000.00

COMPANY'S NAME: Ben Hill Roofing and Siding Company, Inc.

ADDRESS: 13331 Veterans Memorial Hwy

CITY: Douglasville

STATE: GA

ZIP: 30134

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

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

**BEN HILL ROOFING AND SIDING
COMPANY, INC.**

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

**Matthew McFetridge
Vice President**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

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

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____	ITEM#: _____ 2ND RM: _____
REGULAR MEETING	SECOND REGULAR MEETING

CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E6
Project	Roof Maintenance, Repair, Replacement
Project Number	22ITB134621K-JAJ (C)
Supplier	Ben Hill Roofing and Siding Co., Inc.
Supplier Project Contact	Matthew McFetridge (preferred language: English)
Performance Program	Construction Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	08/29/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/29/2024 02:35 PM EDT
Completion Date	08/29/2024 02:35 PM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - CONSTRUCTION SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

SCHEDULE

17/20

Rating

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

Comments

Not Specified

BUDGET MANAGEMENT

17/20

Rating

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

Comments

Not Specified

OVERALL CONSTRUCTION PROJECT MANAGEMENT

17/20

Rating

Excellent: Commendable Project Management that exceeds in some areas.

Comments

Not Specified

COST CONTROL

17/20

Rating

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

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

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

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified

Performance Evaluation Details

ID	E6
Project	Roof Maintenance, Repair, Replacement
Project Number	22ITB134621K-JAJ (A)
Supplier	RYCARS Construction, LLC
Supplier Project Contact	Meri Gates (preferred language: English)
Performance Program	Construction Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	08/29/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/29/2024 02:55 PM EDT
Completion Date	08/29/2024 02:55 PM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - CONSTRUCTION SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

SCHEDULE

17/20

Rating

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

Comments

Not Specified

BUDGET MANAGEMENT

17/20

Rating

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

Comments

Not Specified

OVERALL CONSTRUCTION PROJECT MANAGEMENT

17/20

Rating

Excellent: Commendable Project Management that exceeds in some areas.

Comments

Not Specified

COST CONTROL

17/20

Rating

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

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

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

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified

Performance Evaluation Details

ID	E7
Project	Roof Maintenance, Repair, Replacement
Project Number	22ITB134621K-JAJ (B)
Supplier	Ideal Building Solutions, LLC
Supplier Project Contact	Carson Finney (preferred language: English)
Performance Program	Construction Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	08/29/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/29/2024 02:29 PM EDT
Completion Date	08/29/2024 02:29 PM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - CONSTRUCTION SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

SCHEDULE

17/20

Rating

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

Comments

Not Specified

BUDGET MANAGEMENT

17/20

Rating

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

Comments

Not Specified

OVERALL CONSTRUCTION PROJECT MANAGEMENT

17/20

Rating

Excellent: Commendable Project Management that exceeds in some areas.

Comments

Not Specified

COST CONTROL

17/20

Rating

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

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

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

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified

Contract Renewal Evaluation Form

Date:	July 23, 2024
Department:	Real Estate and Asset Management
Contract Number:	22ITB134621K-JAJ
Contract Title:	Roof Maintenance, Repair and Replacement Services Countywide

Instructions:

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

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

This service cannot afford to be reduced, because we do not have any alternative resources in-house to perform this type of service. This service provides roof maintenance, repair and replacement services for all Fulton County facilities on an as needed basis. The work includes all labor, materials, equipment, removing and disposing of existing roofing; permits and licenses necessary to complete projects.

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 roof maintenance, repairs and replacement services reflect the current market rates as of today. This service was conducted in accordance with all applicable provisions of the Fulton County Purchasing Code Section 102-373, all Competitive Sealed Bids.

☐ **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:	Ongoing daily maintenance & service.
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?	Could not determine due to lack of information from City.

Explanation / Notes:

As is the case with our roof maintenance and replacement contracts, the City of Atlanta was unable to give specifics because we were unable to determine if we had the exact same buildings. As with our bids, vendors are required to visit sites before bidding.

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

Evaluated bids received from contractors for this service.

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

FY2024 The County expenditures as of 8/12/2024 is \$353,191.90

FY2023 The County spent \$846,124.71

FY2022 The County spent \$1,199,536.26

FY2021 The County spent \$344,444.38

FY2020 The County spent \$652,486.73

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

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

Date of last purchase:

Price paid:

Inflation rate: Click here to enter text.

Adjusted price: Click here to enter text.

Percent difference between past purchase price and renewal price: [Click here to enter text.](#)

Explanation / Notes:

[Click here to enter text.](#)

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

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

This service cannot be done in house because there is not enough sufficient trained staff to perform this service. Additionally the contract includes materials as well as labor.

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

If these contract renewals are not approved, the County will not be able to address the aging roofing systems throughout the County that have reached the end of their life cycle. The Department needs to have the ability to provide timely emergency repairs when leaking potentially exposing the County to the hazards of slips and falls.

Sam Bakare

Sam Bakare, Construction Manager

July 23, 2024

Prepared by

Date

JN
Joe N. Davis, Director

August 12, 2024

Department Head

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0641

Meeting Date: 10/2/2024

Department

Public Works

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

Request approval to renew an existing contract - Public Works, 23ITB139005A-JWT, Standby Utility Pavement Patching & Paving Services in an amount not to exceed \$600,000.00 with The K&E Group USA LLC (Atlanta, GA) to provide standby utility pavement patching and paving services. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2025, through December 31, 2025.

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

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

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: This contract provides standby utility pavement patching and paving services for small pavement projects resulting from maintenance activities by water and sewer activities.

Scope of Work: The work consists of providing all labor, equipment, and materials necessary for the construction, installation, and emergency repair of, among other things, streets, sidewalks, curbs, gutters, and other pavement within Fulton County. The work includes providing an emergency paving

repair crew on an as-needed basis. All work shall be in conformance with the contract documents, drawings, and Fulton County standards and specifications. The work will be located in various locations throughout Fulton County.

Community Impact: This contract will impact the community by providing patching to pavement damaged by water and sewer maintenance, installations, and repairs.

Department Recommendation: The Department of Public Works requests approval to renew the existing contract.

Project Implications: This service ensures the immediate repair of damaged pavement and pavement patching in locations throughout Fulton County.

Community Issues/Concerns: The Department of Public Works is not aware of any Community issues or concerns.

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

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0636	9/20/2023	\$300,000.00
1st Renewal	23-0947	12/20/2023	\$300,000.00
Amendment #1	24-0443	6/26/2024	\$300,000.00
2nd Renewal			\$600,000.00
Total Revised Amount			\$1,500,000.00

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

Total Contract **\$600,000.00**

Prime Vendor: The K & E Group USA LLC
Prime Status: African American Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Prime Value: \$450,000.00 or 75.00%

Subcontractor: Kemi Construction
Subcontractor Status: African American Male Business Enterprise
Location: College Park, GA
County: Fulton County
Contract Value: \$150,000.00 or 25.00%

Agenda Item No.: 24-0641

Meeting Date: 10/2/2024

Total Contract Value: \$600,000.00 or 100.00%

Total Certified Value: \$600,000.00 or 100.00%

Exhibits Attached

Exhibit 1: Contract Renewal Agreement

Exhibit 2: Contract Renewal Evaluation Form

Exhibit 3: Contractor Performance Report

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

Wyvern Budram, Traffic Operations Manager, Public Works, 404-612-2249

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$600,000.00

Previous Adjustments: \$300,000.00

This Request: \$600,000.00

TOTAL: \$1,500,000.00

Grant Information Summary

Amount Requested:

☐ Cash

Match Required:

☐ In-Kind

Start Date:

☐ Approval to Award

End Date:

☐ Apply & Accept

Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5400-W053: Water & Sewer R & E, Public Works, Water Security

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025

Agenda Item No.: 24-0641

Meeting Date: 10/2/2024

Cost Adjustment:	Renewal/Extension Terms: option remains
-------------------------	---

Overall Contractor Performance Rating: 88

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/14/2024

Report Period End:
3/13/2024



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP NUMBER: 24ITB139005A-JWT

BID/RFP TITLE: Standby Utility Pavement Patching & Paving Services

ORIGINAL APPROVAL DATE: September 20, 2023

RENEWAL EFFECTIVE DATES: January 1, 2025

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: Zero renewal option remains

RENEWAL AMOUNT: \$600,000.00

COMPANY'S NAME: The K&E Group USA LLC

ADDRESS: 3137 Daleview Way

CITY: Atlanta

STATE: GA

ZIP: 30331

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

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

The K&E Group USA LLC

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

**Kemi Inegbedion
President**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**David Clark, Director
Public Works**

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2ND RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	June 13, 2024
Department:	Public Works
Contract Number:	23ITB139005A-JWT
Contract Title:	Standby Utility Pavement Patching

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.

Whenever possible, some tasks such as asphalt cutting, steel plates and debris removal will be done with in-house staff.

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

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

	Date of search:	August 5, 2024
	Price found:	None
Different features / Conditions:		
Percent difference between internet price and renewal price:		

Explanation / Notes:

☒ **Market Survey of other jurisdictions:**

Date contacted:	
City of South Fulton/ Victor Robinson	Repairs are done with a 5-member inhouse staff
Date of last purchase:	
Price paid:	
Inflation rate:	
Adjusted price:	
Percent difference between past purchase price and renewal price:	

Are they aware of any new vendors?	<input type="checkbox"/> Yes	<input 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:

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

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

2023 - \$300,000.00

2024 – 475,000.00 as of August 1. 2025

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

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

Date of last purchase:

Price paid:

Inflation rate:

Adjusted price:

Percent difference between past purchase price and renewal price:

Explanation / Notes:

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

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

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

Roadway patching for emergency water and sewer repairs could not be done.

Performance Evaluation Details

ID	E2
Project	Standby Utility Pavement Patching and Paving Services
Project Number	23ITB139005A-JWT
Supplier	The K&E Group USA LLC
Supplier Project Contact	Kemi Inegbedion (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	01/14/2024 to 03/13/2024
Effective Date	05/02/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	05/02/2024 07:52 AM EDT
Completion Date	05/02/2024 07:52 AM EDT
Evaluation Score	88



8/20/2024

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

20/20

Rating

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

Comments

Quality of products and workmanship exceed expectations.

TIMELINESS OF PERFORMANCE

17/20

Rating

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

Comments

Inspections, mobilization and repairs are completed promptly.

BUSINESS RELATIONS

17/20

Rating

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

Comments

Project Manager responds quickly to emails and calls.

CUSTOMER SATISFACTION

17/20

Rating

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

Comments

Repairs are completed promptly after notification and invoices are correctly submitted.

COST CONTROL

17/20

Rating

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

Comments

Costs are kept within the contract and no price increase.

GENERAL COMMENTS

Comments

Contractor has been very responsive to requests for repairs and provides good customer service.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0642

Meeting Date: 10/2/2024

Department

Public Works

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

Request approval to renew an existing contract - Department of Public Works, 22ITB093A-KM, Fire Hydrants Maintenance and Repairs in the amount not to exceed \$200,000.00 with American Flow Service, LLC (Conyers GA), to provide fire hydrants maintenance and repairs. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2025, through December 31, 2025.

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

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

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: The Department of Public Works recommends approval to renew the existing contract to provide fire hydrant maintenance and repairs.

Scope of Work: This contract furnishes all materials, labor, tools, equipment, and appurtenances necessary for providing fire hydrant maintenance and repairs for the Department of Public Work. This is an indefinite quantity unit price contract.

Community Impact: Fire hydrants need to be maintained to ensure that they are properly operating for use by the various Fire Departments within the North Fulton Water System to extinguish fires when called upon during emergencies.

Department Recommendation: The Department of Public Works requests approval to renew the existing contract.

Project Implications: There are four (4) city Fire Departments, Milton, Alpharetta, Roswell, and Johns Creek, within the North Fulton Water System. Each Fire Department reports any fire hydrant issues to Fulton County as they are discovered. The fire hydrant maintenance and repair contract allows Fulton County to address these problems promptly. Proper maintenance of the water distribution system ensures effective fire extinguishing capabilities and maintains customer safety and confidence in the water system.

Community Issues/Concerns: None that are known by the Public Works Department.

Department Issues/Concerns: The Department of Public Works has no issues or concerns with this agenda item.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0248	04/12/2023	\$200,000.00
1st Renewal	23-0717	10/18/2023	\$200,000.00
2 nd Renewal			\$200,000.00
Total Revised Amount			\$600,000.00

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

Contract Value: \$200,000.00

Prime Vendor: American Flow Service, LLC
Prime Status: Non-Minority
Location: Conyers GA
County: Rockdale County
Prime Value: \$200,000.00 or 100.00%

Total Contract Value: \$200,000.00 or 100.00%
Total Certified Value: \$0.00

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

Exhibit 1: Contract Renewal Agreement

Exhibit 2: Contract Renewal Evaluation Form

Exhibit 3: Contractor Performance Report

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

Nick Ammons, Deputy Director, Public Works, 404-612-7530

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$400,000.00

Previous Adjustments: \$0.00

This Request: \$200,000.00

TOTAL: \$600,000.00

Grant Information Summary

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

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

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

203-540-5453-1160: Water & Sewer R & E, Public Works, Professional Services - \$200,000.00.

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: renewal option remains

Agenda Item No.: 24-0642

Meeting Date: 10/2/2024

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?

Yes

Report Period Start:
9/23/2023

Report Period End:
6/21/2024



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP NUMBER: 22ITB093A-KM

BID/RFP TITLE: Fire Hydrants Maintenance and Repairs

ORIGINAL APPROVAL DATE: April 12, 2023

RENEWAL EFFECTIVE DATES: January 1, 2025

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: No renewal options remain

RENEWAL AMOUNT: \$200,000.00

COMPANY'S NAME: American Flow Services, LLC

ADDRESS: 405 Derbyshire

CITY: Conyers

STATE: GA

ZIP: 30094

This Renewal Agreement No. 2 was approved by the Fulton County Board of

Commissioners on BOC DATE: _____ BOC NUMBER: _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

American Flow Services, LLC.

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

**Michael E. Moseley
President**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**David Clark, Director
Public Works**

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	June 13, 2024
Department:	Public Works
Contract Number:	22ITB093A-KM
Contract Title:	Fire Hydrant Maintenance and Repairs

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.

To reduce the scope and cost of this contract, the department has discussed implementing a preventative maintenance program and standardizing fire hydrants. A proactive maintenance program focused on preventing issues before they occur—such as regular lubrication of valves, checking for leaks, and ensuring easy access to hydrants—can significantly reduce the likelihood of costly emergency repairs. Additionally, standardizing the parts used across all hydrants will reduce inventory costs and simplify repairs, which ultimately reduces the cost of the contract.

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

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

	Date of search:	August 20, 2024
	Price found:	\$3,000
	Different features / Conditions:	None
	Percent difference between internet price and renewal price:	6.89%

Explanation / Notes:

☐ **Market Survey of other jurisdictions:**

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

Adjusted price:	
Percent difference between past purchase price and renewal price:	
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input 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:

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

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

\$59,118.75

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:	June 30, 2024
Price paid:	2,800
Inflation rate:	3%
Adjusted price:	\$2,884
Percent difference between past purchase price and renewal price:	3%

Explanation / Notes:

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

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

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

Not having a fire hydrant maintenance and repairs contract can jeopardize public safety, increase costs, strain resources, and lead to regulatory and reputational risks for the water department. It is essential to have a structured and proactive approach to maintaining and repairing fire hydrants to ensure they are always operational when needed for firefighting capabilities.

Performance Evaluation Details

ID	E3
Project	Fire Hydrant Maintenance and Repairs
Project Number	22ITB093A-KM
Supplier	american flow services,llc
Supplier Project Contact	Michael e Moseley (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	09/23/2023 to 06/21/2024
Effective Date	08/14/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	08/13/2024
Status	Completed
Publication Date	08/14/2024 09:12 AM EDT
Completion Date	08/14/2024 09:12 AM EDT
Evaluation Score	85



8/28/2024

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

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

Comments

The Vendor provides excellent service.

TIMELINESS OF PERFORMANCE

17/20

Rating

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

Comments

The Vendor is very responsive.

BUSINESS RELATIONS

17/20

Rating

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

Comments

Not Specified

CUSTOMER SATISFACTION

17/20

Rating

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

Comments

Not Specified

COST CONTROL

17/20

Rating

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

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0643

Meeting Date: 10/2/2024

Department

Public Works

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

Request approval to renew an existing contract - Department of Public Works, 22ITBC089A-JWT, Manholes, Frames, Grates, and Accessories, in an amount not to exceed \$360,742.45 with Ferguson Waterworks (Norcross, GA), to provide manholes, frames, grates, and accessories. This action exercises the second of two renewal options. No renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

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

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

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: The Department of Public Works requests approval to renew an existing contract with Ferguson Waterworks to provide manholes, frames, grates, and accessories.

Scope of Work: Ferguson Waterworks will provide manholes, frames, grates, and accessories to the Department of Public Works for use throughout the North and South Fulton sanitary sewer service areas.

Community Impact: Manholes, frames, grates, and accessories are essential in maintaining the sanitary sewer system. These materials will be used to replace aging and failing sewer infrastructure elements. The structures are also updated periodically to prevent human and environmental health issues related to sewer system failure.

Department Recommendation: The Department of Public Works recommends approval of the existing contract.

Project Implications: Without this contract, these materials will not be available to replace failing structures, which could expose Fulton County to fines and environmental hazards.

Community Issues/Concerns: Public Works staff is not aware of any community issues or concerns.

Department Issues/Concerns: Public Works staff has not raised any issues/concerns.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0205	03/15/2023	\$360,742.45
1st Renewal	23-0763	11/1/2023	\$360,742.45
2 nd Renewal			\$360,742.45
Total Revised Amount			\$1,082,227.35

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

Contract Value: \$360,742.45
Prime Vendor: Ferguson Waterworks
Prime Status: Non-Minority
Location: Norcross, GA
County: Gwinnett County
Prime Value: \$360,742.45 or 100.00%
Subcontractor: None

Total Contract Value: \$360,742.45 or 100.00%
Total Certified Value: -0-

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

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

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: 721,484.90
Previous Adjustments: \$0.00
This Request: \$360,742.45
TOTAL: \$1,082,227.35

Grant Information Summary

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

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

201-540-5459-1450: Water & Sewer Revenue, Public Works, Maintenance Supplies - \$180,371.23

Funding Line 2:

201-540-5469-1450: Water & Sewer Revenue, Public Works, Maintenance Supplies - \$180,371.22.

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: renewal option remains

Agenda Item No.: 24-0643

Meeting Date: 10/2/2024

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2024

Report Period End:
6/30/2024



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP NUMBER: 22ITBC089A - JWT

BID/RFP TITLE: Manholes, Frames, Grates and Accessories

ORIGINAL APPROVAL DATE: March 15, 2023

RENEWAL EFFECTIVE DATES: January 1, 2025

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: Zero renewal options remain

RENEWAL AMOUNT: \$360,742.45

COMPANY'S NAME: Ferguson Waterworks Inc.

ADDRESS: 4655 Buford Hwy

CITY: Norcross

STATE: GA

ZIP: 30071

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

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

Ferguson Waterworks Inc.

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

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

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**David Clark
Public Works**

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	June 13, 2024
Department:	Public Works
Contract Number:	22ITBC089A-JWT
Contract Title:	Manhole Frames and Grates Accessories

Instructions:

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

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

The scope and cost reduction efforts of this contract are limited since this contract is for pre-cast concrete manhole risers, covers, base sections, iron frames, grates, and steel manhole riser extension rings. These items must be purchased, and is used for sewer extensions, repairs, maintenance, and resurfacing in Fulton County. If this contract was reduced, or not approved, the Department of Public Works response time to any sanitary sewer extensions, repairs, on, or around the sanitary sewer system, could be delayed. Also, if this contract is not approved, the Department of Public Works will not be able to provide steel manhole extension rings that are used for the adjustment of manholes due to resurfacing roads.

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:	June 24, 2024
Price found:	Pricing varies due to the different types and sizes of manhole risers, manhole grates, manhole covers, base sections, and riser rings.
Different features / Conditions:	1" Composite Riser Rings, 1 1/2" Composite Riser Rings, Final Grade Adjustment Shims 24 in, x 1/4 inch round
Percent difference between internet price and renewal price:	5% Difference

Explanation / Notes:

In accordance with Fulton County Purchasing Code, Section 102-373, contracts such as this shall have a competitive bid. Since this contract is over \$100,000.00 dollars it shall go before the Board of Commissioners.

Sample Materials: Items 1,2,3 & 5 of the contract pricing sheet.

Samples of the internet pricing of materials out of the group of materials covered in this contract. Internet's pricing of sampled items are listed below. Private commercial pricing is significantly higher than contracted municipal pricing. The internet price which is 5% higher because it is quoting gross prices, however, the County purchases several different types of grade rings, manhole rings and covers, and steel manhole extension rings, therefore the prices are lower.

<u>For Example</u>	<u>Our Price</u>	<u>Compared Price</u>
Line# 1- 1" Composite Riser Rings	\$185.71	\$203.12
Line# 2 – 1 1/2" Composite Riser Rings	\$192.85	\$210.94
Line# 3 – Composite Ring and Lid	\$907.80	\$987.65
Line# 5 – Final Grade Adjustment Shims, 24 in, x 1/4 inch round	\$27.45	\$30.61

☐ **Market Survey of other jurisdictions:**

Date contacted:	June 24, 2024
Jurisdiction Name / Contact name:	Douglas County / Joseph Morency (No response)
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Prices vary per item, and per size.

Explanation / Notes:

Surrounding jurisdictions such as Dekalb County, Cobb County, City of Atlanta, Clayton County, and Douglas County all use manhole risers, grates, frames, and steel extension rings.

☐ **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?**

[Click here to enter text.](#)

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: PO has not been utilized at this time.

Price paid: PO has not been utilized at this time.

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.**

An annual contract is needed by the Public Works Department on a year-round basis for manhole risers, grates, frames, and extension rings which are used to complete sewer extensions, repair and maintenance. Also, road resurfacing projects require manhole adjustment rings. The Georgia Department of Transportation (GDOT) and other municipalities determine road resurfacing projects and schedules; however, Fulton County needs to have funding available to address all projects.

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

If this contract renewal is not approved, the Department of Public Works will not be able to provide steel manhole extension rings that are used for the adjustment of manholes due to resurfacing roads.

Performance Evaluation Details

ID	E4
Project	Manholes, Frames, Grates and Accessories
Project Number	22ITBC089A - JWT
Supplier	Ferguson Waterworks
Supplier Project Contact	Bob Mcwhorter (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	07/18/2024
Evaluation Type	Formal
Interview Date	07/18/2024
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/18/2024 04:49 PM EDT
Completion Date	07/18/2024 04:49 PM EDT
Evaluation Score	85



8/23/2024

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

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

Comments

Not Specified

TIMELINESS OF PERFORMANCE

17/20

Rating

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

Comments

Not Specified

BUSINESS RELATIONS

17/20

Rating

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

Comments

Not Specified

CUSTOMER SATISFACTION

17/20

Rating

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

Comments

Not Specified

COST CONTROL

17/20

Rating

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

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0644

Meeting Date: 10/2/2024

Department

Public Works

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

Request approval to renew an existing contract - Department of Public Works, 22ITBC074A-JWT, Corporation Stops and Brass Fittings in the amount of \$412,683.51 Delta Municipal Supply Company (Lawrenceville, GA) to provide corporation stops and brass fittings. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2025, through December 31, 2025.

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

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

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background:

Scope of Work: This contract provides for the procurement of corporation stops and brass fittings for water service installation, repair, and maintenance for the North Fulton water distribution system.

Community Impact: Failure to procure and maintain these items in stock can negatively impact the operation of the Water Services Division in maintaining water systems and services in a timely and

efficient manner.

Department Recommendation: The Department of Public Works recommends renewal of the existing contract.

Project Implications: Failure to procure and maintain these items in stock can negatively impact the operation of the Water Services Division in maintaining water systems and services.

Community Issues/Concerns: No issues/concerns have been raised by constituents or clients regarding this agenda item.

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

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0991	12/21/2022	\$397,959.03
1st Renewal	23-0762	11/1/2023	\$412,683.51
2 nd Renewal			\$412,683.51
Total Revised Amount			\$1,223,326.05

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

Contract Value: \$412,683.51

Prime Vendor: Delta Municipal Supply Co.
Prime Status: Non-Minority
Location: Lawrenceville, GA
County: Gwinnett County
Prime Value: \$412,683.51 or 100.00%

Subcontractor: None

Total Contract Value: \$412,683.51 or 100%
Total Certified Value: \$-0-

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

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

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

Agenda Item No.: 24-0644

Meeting Date: 10/2/2024

Nick Ammons, Deputy Director, Public Works, 404-612-7530

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$810,642.54
Previous Adjustments: \$0.00
This Request: \$412,683.51
TOTAL: \$1,223,326.05

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:

203-540-5453-1450: Water & Sewer R & E, Public Works, Maintenance Supplies - \$412,683.51.

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: renewal option remains

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?

Yes

Report Period Start: 4/1/2024
Report Period End: 6/30/2024

Agenda Item No.: 24-0644

Meeting Date: 10/2/2024



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP NUMBER: 22ITBC074A-JWT

BID/RFP TITLE: Corporate Stops and Brass Fittings

ORIGINAL APPROVAL DATE: December 21, 2022

RENEWAL EFFECTIVE DATES: January 1, 2025

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: No renewal options remain

RENEWAL AMOUNT: \$412,683.51

COMPANY'S NAME: Delta Municipal Supply Company

ADDRESS: 408 Jesse Chronic Road

CITY: Braselton

STATE: GA

ZIP: 30517

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

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

Delta Municipal Supply Company

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

**Shane Slocum
Vice President**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**David Clark, Director
Public Works**

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2ND RM: _____ SECOND REGULAR MEETING
--	--

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	June 13, 2024
Department:	Public Works
Contract Number:	22ITBC074A-JWT
Contract Title:	Corporation Stops and Brass Fittings

Instructions:

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

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

The scope and cost reduction efforts of this contract are limited since this contract is to renew existing contract for Corporation Stops and Brass Fittings. The Corporation Stops and Brass Fittings are essential for maintenance and repair of the existing and new installations of water meters within the Water Distribution System. These Corporation Stops and Brass Fittings are manufactured items which cannot be produced in-house.

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

☐ Internet search of pricing for same product or service:

Date of search:	June 21, 2024
Price found:	Pricing Varies due to the different sizes and different types of brass fittings and corporation stops
Different features / Conditions:	Ball Valve Curb Stops – 1" x 1" x 1" Flare Copper Inlet by Female Iron Pipe Thread Outlet, Ball Valve Curb Stops - 3/4" x 3/4" x 3/4" Grip Joint, Ball Valve Curb Stops - 1" x 1" x 1" Grip Joint Compression, Ball Valve Curb Stops - 1" x 1" x 1" Grip Joint, Straight Dual Cart Check Valves - 5/8" x 3/4" & 3/4" Female Meter Thread Union Inlet by Male Meter Thread Outlet

Percent difference between internet price and renewal price: 66%

Explanation / Notes:

In accordance with Fulton County Purchasing Code, Section 102-373, contracts such as this shall have a competitive bid. Since this contract is over \$100,000.00 dollars it shall go before the Board of Commissioners.

Sample Materials: Items 5, 7, 8, 9, and 16 of the contract pricing sheet, Ball Valve Curb Stops – 1" x 1" x 1" Flare Copper Inlet by Female Iron Pipe Thread Outlet, Ball Valve Curb Stops - 3/4" x 3/4" x 3/4" Grip

Joint, Ball Valve Curb Stops - 1" x 1" x 1" Grip Joint Compression, Ball Valve Curb Stops - 1" x 1" x 1" Grip Joint, Straight Dual Cart Check Valves - 5/8" x 3/4" & 3/4" Female Meter Thread Union Inlet by Male Meter Thread Outlet.

Samples of the internet pricing of material out of the group of materials covered in this contract. Internet's pricing of sampled items are listed below. Private commercial pricing are significantly higher than contracted municipal pricing. The internet price which is 66% higher because it is quoting gross prices, however the County purchases several different types of Corporation Stops and Brass Fittings, therefore, the prices are lower.

<u>For Example</u>	<u>Our Price</u>	<u>Compared Price</u>
Line# 5 – Ball Valve Curb Stops – 1" x 1" x 1" Flare Copper Inlet by Female Iron Pipe Thread Outlet	\$100.00 Each	\$194.92
Line# 7 – Ball Valve Curb Stops - 3/4" x 3/4" x 3/4" Grip Joint	\$74.96 Each	\$151.42
Line# 8 – Ball Valve Curb Stops - 1" x 1" x 1" Grip Joint Compression	\$103.86 Each	\$202.44
Line# 9 – Ball Valve Curb Stops - 1" x 1" x 1" Grip Joint	\$113.06 Each	\$225.23
Line# 16 – Straight Dual Cart Check Valves - 5/8" x 3/4" & 3/4" Female Meter Thread Union Inlet by Male Meter Thread Outlet	\$57.79 Each	\$119.82

☐ **Market Survey of other jurisdictions:**

Date contacted:	June 21, 2024
Jurisdiction Name / Contact name:	Cobb County / Julie Vittum (No Response)
Date of last purchase:	
Price paid:	
Inflation rate:	
Adjusted price:	
Percent difference between past purchase price and renewal price:	
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Prices vary per type, size, style, length, width and diameter of corp stops and brass fittings.

Explanation / Notes:

Surrounding jurisdictions such as Gwinnett County, City of Atlanta, Cobb County, Douglas County, and Jackson County all use Corporation Stops and Brass Fittings.

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

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

\$430,528.41

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: May 28, 2024

Price paid: \$29,863.50

Inflation rate:

Adjusted price:

Percent difference between past purchase price and renewal price:

Explanation / Notes:

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

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

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

Approval by the Board of Commissioners in the renewal of this contract is critical for the Public Works Department to effectively complete the process of installing new and repairing existing water service installations within the Water Distribution System. If this contract is not renewed it could delay the department's response for water service installations, repairs, and maintenance within the Water Distribution System which are essential to the on-going operations of the Public Works Department.

Performance Evaluation Details

ID	E5
Project	Corporate Stops and Brass Fittings
Project Number	22ITBC074A-JWT
Supplier	Delta Municipal Supply Company
Supplier Project Contact	David Lyle (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	07/18/2024
Evaluation Type	Formal
Interview Date	07/18/2024
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/18/2024 04:48 PM EDT
Completion Date	07/18/2024 04:48 PM EDT
Evaluation Score	85



9/18/24

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

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

Comments

Not Specified

TIMELINESS OF PERFORMANCE

17/20

Rating

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

Comments

Not Specified

BUSINESS RELATIONS

17/20

Rating

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

Comments

Not Specified

CUSTOMER SATISFACTION

17/20

Rating

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

Comments

Not Specified

COST CONTROL

17/20

Rating

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

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0645

Meeting Date: 10/2/2024

Department

Medical Examiner

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

Request approval to renew an existing contract - Medical Examiner's Office, 22ITB135453C-MH, Pickup and Removal of Deceased Remains in an amount not to exceed \$168,000.00 with Thompson Mortuary Services LLC. (Atlanta, GA) to provide pickup and removal of deceased remains services. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025 through December 31, 2025.

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

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

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

Justice and Safety

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background This contract will provide transportation of decedent's remains to the Medical Examiner's Office in Fulton County.

Scope of Work: The Contractor will deliver all decedents picked up to the Office of the Medical Examiner in the body bags provided by the Medical Examiner.

Community Impact: N/A

Department Recommendation: The Medical Examiner recommends approval of this contract to provide transportation of decedent's remains in Fulton County for fiscal year 2025.

Project Implications: Provide transportation of deceased remains countywide

Community Issues/Concerns: N/A

Department Issues/Concerns: If this contract is not approved, the County does not have the capacity to pick up and transport decedents' remains in Fulton County.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0745	10/05/2022	\$168,000.00
1st Renewal	23-0821	11/15/2023	\$168,000.00
2nd Renewal			\$168,000.00
Total Revised Amount			\$504,000.00

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

Contract Value: \$168,000.00

Prime Vendor: Thompson Mortuary Services, LLC
Prime Status: African American Male Business Enterprise
Location: Atlanta, GA
County: Fulton County
Prime Value: \$168,000.00 or 100.00%

Total Contract Value: \$168,000.00 or 100.00%

Total Certified Value: \$168,000.00 or 100.00%

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

Exhibit 1: Contract Renewal Evaluation Form

Exhibit 2: Contract Renewal Agreement

Exhibit 3: Performance Evaluation

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

Karleshia Bentley, Executive Assistant (404) 613-4400

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$168,000.00
Previous Adjustments: \$168,000.00
This Request: \$168,000.00
TOTAL: \$504,000.00

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

100-340-3400-1160: General, Medical Examiner, Professional Services

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment: Click here to enter text.	Renewal/Extension Terms: renewal option remains

Overall Contractor Performance Rating: 79

Would you select/recommend this vendor again?

Yes

Report Period Start: 1/1/2025
Report Period End: 12/31/2025



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Medical Examiner

BID/RFP NUMBER: 22ITB135453C-MH

BID/RFP TITLE: PICKUP AND REMOVAL OF DECEASED REMAINS

ORIGINAL APPROVAL DATE: October 5, 2022

RENEWAL EFFECTIVE DATES: January 1, 2025

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$168,000.00

COMPANY'S NAME: Thompson Mortuary Services

ADDRESS: 3937 Makeover Court

CITY: Atlanta

STATE: GA

ZIP: 30349

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

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

Thompsons Mortuary Services

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

[Insert name]
[Insert title]

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

[Insert Department Head Name & Title]
Medical Examiner

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	August 26, 2024
Department:	Medical Examiner's Office
Contract Number:	22ITB135453C-MH
Contract Title:	Pickup and Removal of Deceased Remains

Instructions:

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

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

This agreement is essential for facilitating the transportation of the deceased remains to the Medical Examiner's Office in Fulton County. The Contractor is responsible for ensuring that all deceased individuals are transported to the Medical Examiner's Office using the body bags supplied by the Medical Examiner.

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

☐ Internet search of pricing for same product or service:

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

Explanation / Notes:

Click here to enter text.

☐ Market Survey of other jurisdictions:

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.

Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	\$20.00 increase per removal

Explanation / Notes:

Click here to enter text.

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

Click here to enter text.

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

\$168,000

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

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

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

Explanation / Notes:

Click here to enter text.

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

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

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

If this contract is not approved, the County does not have the capacity to pick up and transport decedents' remains in Fulton County.

Performance Evaluation Details

ID	E6
Project	PICKUP AND REMOVAL OF DECEASED REMAINS
Project Number	22ITB135453C-MH
Supplier	Thompsons Mortuary Services
Supplier Project Contact	Nykeya t thompson (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	08/27/2024
Evaluation Type	Formal
Interview Date	07/17/2024
Expectations Meeting Date	07/17/2024
Status	Completed
Publication Date	08/27/2024 03:23 PM EDT
Completion Date	08/27/2024 03:23 PM EDT
Evaluation Score	79

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT

17/20

Rating

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments

Thompson makes a concerted effort to promptly address and resolve any issues or concerns in order to strengthen the overall rapport between the department and the vendor.

SCHEDULE

14/20

Rating

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

Comments

Thompson Transport persists in efforts to improve response times, even in the face of company resource constraints.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

14/20

Rating

Satisfactory: Deliverables meet requirements and have an average number of issues on reports and deliverables.

Comments

Thompson sends invoices in a prompt and efficient timeframe, ensuring that billing processes run smoothly and without delays.

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

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

Comments

Provides invoices and reports to the department in a sufficient timeframe

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

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

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0646

Meeting Date: 10/2/2024

Department

County Manager

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

Request approval of a Resolution to ratify the Declaration of a Local State of Emergency in Fulton County, Georgia due to the impact of Hurricane Helene. Effective upon passage.

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 ☐



ATLANTA-FULTON COUNTY
EMERGENCY MANAGEMENT AGENCY
130 Peachtree Street SW | Suite G-157 | Atlanta, GA 30303
Office (404-612-5660) | afcema@afcema.com

Declaration of Emergency

WHEREAS: Fulton County, Georgia has experienced an event of critical significance as a result of Hurricane Helene on September 26, 2024; and

WHEREAS: Fulton County, Georgia has been impacted by dangerous weather conditions associated with Hurricane Helene commencing on September 26, 2024; and

WHEREAS: The governor has declared a state of emergency for the State of Georgia, including Fulton County, Georgia; and

WHEREAS: In the judgment of the Fulton County Board of Commissioners, acting through the Chairman of the Fulton County Board of Commissioners, with advice from the Atlanta/Fulton County Emergency Management Agency, there exists emergency circumstances located in Fulton County, Georgia requiring extraordinary and immediate corrective actions for the protection of the health, safety, and welfare of the citizens of Fulton County, including individuals with household pets and service animals; and

WHEREAS: To prevent or minimize injury to people and damage to property resulting from this event, certain actions are required.

NOW, THEREFORE, pursuant to the authority vested in the Fulton County Board of Commissioners under section (a) of its home rule powers found at GA CONST Art. 9, § 2, ¶ 1(a);

IT IS HEREBY DECLARED that a local state of emergency exists and shall continue until the conditions requiring this declaration are abated.



ATLANTA-FULTON COUNTY
EMERGENCY MANAGEMENT AGENCY
130 Peachtree Street SW | Suite G-157 | Atlanta, GA 30303
Office (404-612-5660) | afcema@afcema.com

THEREFORE, IT IS ORDERED:

1. The Atlanta/Fulton County Emergency Management Agency activate the Emergency Operations Plan.
2. The Deputy Director of the Atlanta/Fulton County Emergency Management Agency shall exercise such powers and responsibilities granted under state and local law to alleviate the emergency within Fulton County and restore Fulton County to pre-emergency conditions; and
3. The Atlanta/Fulton County Emergency Management Agency, through its Deputy Director, along with Fulton County elected officials, shall be authorized to request and use such resources made available by state and federal agencies as required to effectuate their responsibilities.

EFFECTIVE this 26th day of September 2024.

DocuSigned by:

Robert L. Pitts

Robert L. Pitts, Chairman (At-Large)
Fulton County board of Commissioners

Attest To By:

DocuSigned by:

Tonya R. Grier

Tonya R. Grier

Clerk to the Commission

Signed by:



Approved as to Form:

Signed by:

Y. Soo Jo by KNB

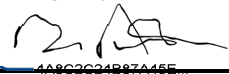
Y. Soo Jo
County Attorney

YSJ



ATLANTA-FULTON COUNTY
EMERGENCY MANAGEMENT AGENCY
130 Peachtree Street SW | Suite G-157 | Atlanta, GA 30303
Office (404-612-5660) | afcema@afcema.com

RECOMMENDED ON BEHALF OF THE ATLANTA FULTON COUNTY
EMERGENCY MANAGEMENT AGENCY

Signed by:


Richard "Dick" Anderson
County Manager

1 **RESOLUTION TO RATIFY THE DECLARATION OF A LOCAL STATE OF**
2 **EMERGENCY IN FULTON COUNTY, GEORGIA DUE TO THE IMPACT OF**
3 **HURRICANE HELENE; AND FOR OTHER PURPOSES.**
4

5 **WHEREAS**, beginning on September 26, 2024, Fulton County, Georgia has
6 experienced an event of critical significance as a result of Hurricane Helene; and

7 **WHEREAS**, Fulton County, Georgia has been impacted by dangerous weather
8 conditions associated with Hurricane Helene commencing on September 26, 2024; and

9 **WHEREAS**, the Governor has declared a state of emergency for Georgia,
10 including the area encompassing Fulton County, Georgia; and

11 **WHEREAS**, the duly elected governing authority of Fulton County, Georgia is the
12 Fulton County Board of Commissioners; and

13 **WHEREAS**, the Fulton County Board of Commissioners is empowered to provide
14 for the health, safety, and welfare of the residents, employees, businesses and visitors
15 within Fulton County; and

16 **WHEREAS**, in the judgment of the Fulton County Board of Commissioners, with
17 advice from the Atlanta/Fulton County Emergency Management Agency, there exists
18 emergency circumstances located in Fulton County, Georgia requiring extraordinary and
19 immediate corrective actions for the protection of the health, safety, and welfare of the
20 citizens of Fulton County, including individuals with household pets and service animals;
21 and

22 **WHEREAS**, the Atlanta/Fulton County Emergency Management Agency has
23 requested that Fulton County, Georgia declare a state of local emergency in order to
24 coordinate the response between federal, state and local officials; and

25 **WHEREAS**, pursuant to Fulton County Code Sec. 1-73, the Chairman of Fulton
26 County, Georgia is authorized to sign all official papers and other instruments and
27 documents on behalf of the Board of Commissioners as directed or authorized by
28 ordinance, resolution, or policy of the Board of Commissioners; and

29 **WHEREAS**, on September 26, 2026, due to existence of emergency
30 circumstances that could not be delayed until the Board of Commissioners could address
31 the emergency at its regularly scheduled meeting on October 2, 2024, the Chairman of
32 Fulton County took action on the emergency by executing a Declaration of Emergency

for Fulton County, Georgia, a copy of which is attached as Exhibit A; and

WHEREAS, the purpose of the Emergency Declaration is to immediately prevent or minimize injury to people and damage to property resulting from the impact of Hurricane Helene; and

WHEREAS, pursuant to the authority granted to the Fulton County Board of Commissioners under section (a) of its home rule powers found at GA CONST Art. 9, § 2, ¶ 1(a) and by Fulton County Code Sec. 1-117, the Fulton County Board of Commissioners finds it necessary and to be in the best interest and safety and welfare of its citizens to ratify and authorize all actions taken by the Fulton County Chairman on September 26, 2024 relating to the signing of the Declaration of Emergency for Fulton County, Georgia.

NOW, THEREFORE, BE IT RESOLVED, that the Fulton County Board of Commissioners finds and declares that weather conditions require the declaration of a local state of emergency encompassing all of Fulton County, Georgia as a result of the impact from Hurricane Helene and that this local state of emergency and shall continue until the conditions requiring this declaration are abated in order to protect the public health, preserve public safety, minimize damage to property and for the economic benefit of the impacted areas in Fulton County.

BE IT FURTHER RESOLVED, that the Fulton County Board of Commissioners hereby ratifies all action taken by the Chairman of Fulton County on September 26, 2024, including signing and effectuating the Declaration of Emergency for Fulton County, Georgia, attached hereto as Exhibit A.

BE IT FURTHER RESOLVED, that this Resolution shall become effective upon adoption.

BE IT FINALLY RESOLVED, 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, this 2nd day of October, 2024.

**BOARD OF COMMISSIONERS OF
FULTON COUNTY**

Robert L. Pitts, Chairman

66 At-Large

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70 Attest:

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74 _____
Tonya R. Grier

75 Clerk to the Commission

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80 Approved as to Form:

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84 _____
Y. Soo Jo

85 County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0647

Meeting Date: 10/2/2024

Department

Information Technology

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

Request approval to amend an existing contract - Fulton County Information Technology Department, 23RFP139160B-EC, Digital Multi-functional Devices and Support Services to increase the spending authority \$404,097.64 with Standard Office Systems of Atlanta, Inc. (Duluth, GA) to include usage costs in the annual contract. Effective upon BOC approval.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: To amend the existing contract to include usage costs and to increase the spending authority to cover the forecasted leasing and usage costs for the remainder of FY2024. The additional spending authority of \$404,097.64 is needed to cover the forecasted leasing and usage costs for the last 5 months of the year at approximately \$80K monthly.

Scope of Work: This contract provides, services for print management, patron printing for the public and electronic faxing will be administered; resources for maintenance support, training and technical

assistance to the Government Center, Justice Center, and all remote County locations.

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

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

Community Impact: There are no community impacts

Department Recommendation: The Information Technology Department recommends approval.

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

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

Department Issues/Concerns: There are no department concerns with this request.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0089	2/7/2024	\$724,581.72
Amendment No. 1			\$404,097.64
Total Revised Amount			\$1,128,679.36

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

Contract Value: \$404,097.64
Prime Vendor: Standard Office Systems of Atlanta, Inc.
Prime Status: Non-Minority
Location: Duluth, GA
County: Gwinnett County
Prime Value: \$242,498.99 or 60.01%

Subcontractor: Metro Records Management
Subcontractor Status: African American Female Business Enterprise
Location: Atlanta, GA
County: DeKalb County
Subcontractor Value: \$161,598.65 or 39.99%

Total Contract Value: \$404,097.64 or 100.00%

Agenda Item No.: 24-0647

Meeting Date: 10/2/2024

Total Certified Value: \$161,598.65 or 39.99%

Exhibits Attached

Exhibit 1: Performance Evaluation

Exhibit 2: Amendment Agreement No. 1

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:	\$724,581.72
Previous Adjustments:	\$0
This Request:	\$404,097.64
TOTAL:	\$1,128,679.36

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1: 700-220-2205-1705; Information Technology Internal Service Fund, Information Technology, IT Management, Copying Charges

Key Contract Terms	
Start Date: Upon BOC approval	End Date: 12/31/2024
Cost Adjustment : \$404,097.64	Renewal/Extension Terms : N/A

OVERALL Contractor Performance Rating :97

Would you select/recommend this vendor again?

Agenda Item No.: 24-0647

Meeting Date: 10/2/2024

Yes

Report Period Start:	Report Period End:
4/1/2024	6/30/2024

Performance Evaluation Details

ID	E1
Project	Fulton County Multi-Functional Devices
Project Number	23RFP139160B-EC
Supplier	Standard Office Systems
Supplier Project Contact	Ben Bramlett (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	07/26/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/26/2024 03:57 PM EDT
Completion Date	07/26/2024 03:57 PM EDT
Evaluation Score	97

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

20/20

Rating

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

Comments

Not Specified

SCHEDULE

20/20

Rating

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

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

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

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

20/20

Rating

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

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

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

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: Standard Office Systems of Atlanta Inc.

Contract No. 23RFP139160B-EC, Fulton County Multi-Functional Devices
and Services

Address: 2475 Meadowbrook Parkway
City, State Duluth, GA 30096

Telephone: 770-449-9100

E-mail: bschom@soscanhelp.com

Contact: Bernie Schom
Vice President Sales

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Standard Office Systems of Atlanta Inc., to provide leasing services for Digital Multi-functional Devices and Support Services ("MFD") to facilitate County business needs and requirements, dated February 7, 2024, on behalf of the Department of Information Technology; and

WHEREAS, the County wishes to amend the existing contract to include usage costs and to increase the spending authority to cover the forecasted leasing and usage costs for the remainder of FY2024; and

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

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

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

This Amendment No. 1 to Form of Contract is effective as of the ____ day of _____, 20__, between the County and [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 amend the existing contract to include usage costs and to increase the spending authority to cover the forecasted leasing and usage costs for the remainder of FY2024.
2. **COMPENSATION:** The services described under the Scope of Work herein shall

be performed by the Contractor for a total amount not to exceed \$404,097.64.

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

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Kevin Kerrigan, Chief Information Officer
Department of Information Technology

CONSULTANT:

**STANDARD OFFICE SYSTEMS
OF ATLANTA, INC.**

Bernie Schom
Vice President Sales

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2 ND RM: _____ SECOND REGULAR MEETING
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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0648

Meeting Date: 10/2/2024

Department

Real Estate and Asset Management

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

Request approval of a recommended proposal - Fulton County Department of Real Estate and Asset Management, 23RFP092723K-JA, Program Management Services in an amount not to exceed \$1,500,000.00 with Heery + Russell, a joint venture (Atlanta, GA), to provide Program Management Services to support the Department of Real Estate and Asset Management through the management of multiple County construction projects and related services. Effective upon issuance of Notice to Proceed (NTP) for two years, with one, one year renewal option.

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

In accordance with State of GA O.C.G.A. § 36-91 Georgia Local Government Public Works Construction Law, all competitive sealed proposals (RFPs) for public works construction projects (CM at Risk, Construction 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: Fulton County has initiated multiple construction projects including, but not limited to, the renovation of the Fulton County Government Center, the former West Fulton Mental Health facility located at 475 Fairburn Road, and the 4700 Northpoint Parkway facility.

The Scope of Work will include a broad range of program/construction management services that will

be performed over several years to meet the County's needs in completing multiple construction/renovations projects.

Fulton County has developed multiple construction initiatives that are designed to improve service delivery to Fulton County residents through the co-location and consolidation of County services currently delivered in multiple locations across the County.

Scope of Work: To provide Program Management Services to facilitate the completion of multiple County construction projects. The projects include the following:

- 4700 North Point Parkway (Health & Human Services - North)
- 475 Fairburn Road (Developmental Disability Services)
- One Margret Mitchell Square (Central Library)
- 141 Pryor Street (Government Center Complex)

The Program Management Team (PMT) services will include:

- Planning and programming of construction scopes of work with DREAM and user agencies.
- Manage the completion of design and construction documents
- Establish budgets and review financial payments and accounting, cost, and budget control system
- Provide construction administration services for all planned projects.
- Technical analysis support

Community Impact: The successful completion of these construction and renovation projects will provide citizens with improved access to Fulton County's services.

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

The recommended Program Management Team will work under the direction of, and in collaboration with, DREAM's Building Construction division.

Project Implications: Approval of the recommended proposal will allow DREAM to more effectively and efficiently manage multiple construction projects simultaneously.

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 Program Management Services for the construction/renovation projects, and related services in a timely manner.

Contract Modification: This a new procurement

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

Contract Value: \$1,500,000.00**Prime Vendor:** Turner & Townsend Heery & H.J. Russell (55/45-JV)**Prime Status:** Turner & Townsend Heery (\$627,000.00 or 55%) Non-Minority & H.J. Russell (\$513,000.00 or 45%) African American Male Business Enterprise**Location:** Atlanta, GA**County:** Fulton County**Prime Value:** \$1,140,000.00 or 76.00%**Subcontractor:** Michael Ross Intl.**Subcontractor Status:** African American Male Business Enterprise**Location:** Atlanta, GA**County:** Fulton County**Subcontractor Value:** \$150,000.00 or 10.00%**Subcontractor:** D. Clark Harris, Inc.**Subcontractor Status:** White Female Business Enterprise**Location:** Alpharetta, GA**County:** Fulton County**Subcontractor Value:** \$105,000.00 or 7.00%**Subcontractor:** JAT Consulting Services, Inc.**Subcontractor Status:** White Female Business Enterprise**Location:** Kennesaw, GA**County:** Cobb County**Subcontractor Value:** \$75,000.00 or 5.00%**Subcontractor:** The Dragon Group**Subcontractor Status:** African American Female Business Enterprise**Location:** Atlanta, GA**County:** Fulton County**Subcontractor Value:** \$30,000.00 or 2.00%**Total Contract Value:** \$1,500,000.00 or 100.00%**Total Certified Value:** \$873,000.00 or 58.20%

Exhibits Attached

Exhibit 1: Evaluation Committee Recommendation Letter

Exhibit 2: Contractor's Performance Report

Contact Information

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: \$1,500,000.00
TOTAL: \$1,500,000.00

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:**

448-520-ARP1-INFR: American Rescue Plan, DREAM, \$1,500,000.00

Key Contract Terms	
Start Date: Effective upon issuance of Notice to Proceed	End Date: Two (2) years
Cost Adjustment:	Renewal/Extension Terms: One (1) renewal option

Overall Contractor Performance Rating: 91**Would you select/recommend this vendor again?**

Yes

Report Period Start: 5/9/2024
Report Period End: 5/29/2024



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Chief Purchasing Agent
Department of Purchasing & Contract Compliance ^{DS} FSW

FROM: Evaluation Committee Recommendation Letter

DATE: August 20, 2024

PROJECT: #23RFP092723K-JA, Program Management Services for DREAM

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

Two (3) qualified firms submitted proposals for evaluation and consideration for award of this project:

1. JA&E Veterans Support Center
2. JLL
3. Heery + Russell, a JV

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

1. JLL
2. Heery + Russell, a JV

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 **Heery + Russell, a JV**, with a total score of **87.92%** is the recommended vendor for the award of #23RFP092723K-JA, Program Management Services for DREAM.

Evaluation Committee Recommendation Letter

Date: August 20, 2024

#23RFP092723K-JA, Program Management Services for DREAM

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:

Joseph Davis

B20354A88008422...

Joseph Davis, Director

Department of Real Estate and Asset Management

DocuSigned by:

Timothy Dimond

A4247E6892AA439...

Timothy Dimond, Deputy Director

Department of Real Estate and Asset Management

DocuSigned by:

Samuel Bakare

7A1C162746FC4BE...

Samuel Bakare, Administrator, Building Construction

Department of Real Estate and Asset Management (DREAM)

Evaluation Committee Recommendation Letter
Date: August 20, 2024
#23RFP092723K-JA, Program Management Services for DREAM
Page | 3

EVALUATION CRITERIA	WEIGHT	JLL	Heery + Russell, a JV
Project Approach	25.00%	16.67%	22.92%
Qualifications of Key Personnel	25.00%	18.75%	20.83%
Relevant Project Experience	20.00%	15.00%	16.67%
Availability of Personnel	15.00%	10.00%	12.50%
Cost Proposal	15.00%	11.86%	15.00%
TOTAL SCORE:	100.00%	72.28%	87.92%

Performance Evaluation Details

ID	E7
Project	Program Management Services
Project Number	10RFP04122K-DJ
Supplier	CBRE
Supplier Project Contact	Michael Coleman (preferred language: English)
Performance Program	Architectural and Engineering Services
Evaluation Period	05/09/2024 to 05/29/2024
Effective Date	06/03/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	06/03/2024 11:58 AM EDT
Completion Date	06/03/2024 11:58 AM EDT
Evaluation Score	91

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - ARCHITECTURAL AND ENGINEERING SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT

17/20

Rating

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments

Not Specified

SCHEDULE

17/20

Rating

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

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

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

Comments

Not Specified

TECHNICAL SUPPORT DURING CONSTRUCTION

20/20

Rating

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

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

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

Comments

Not Specified

GENERAL COMMENTS

Comments

CBRE Heery/Russell, a joint venture has made and continues to make enormous contributions to the Library Capital Improvement Program (CIP) via program management. The project oversight and guidance provided by the CBRE Heery/Russell Program Management Team (PMT) has enabled Fulton County to successfully navigate numerous construction and project uncertainties. Everyone on the PMT is committed and work diligently to make each project a success.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0649

Meeting Date: 10/2/2024

Department

Real Estate and Asset Management

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

Request approval to increase the spending authority - Department of Real Estate and Asset Management, 21RFP131973C-MH, Bus and Shuttle Services in an amount not to exceed \$75,000.00 with MTI Limo and Shuttle Services, Inc. (College Park, GA) to cover additional annual expenses associated with an increase in bus and shuttle services supporting various initiatives and events sponsored by County agencies and County Commissioners. Effective upon BOC approval.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: This increase in spending authority will allow DREAM to cover remaining costs associated with bus and shuttle services for jurors and County staff through the end of the year.

Annually, various County agencies require bus and shuttle services in support of multiple County initiatives including the Department of Community Development's transport of the homeless to

designated shelters during the 2024 winter season, the District Attorney's Junior DA Summer Intern program, an economic development tour of the Fulton County Executive Airport, and the District 6 Senior Summit.

This increase in spending authority will allow DREAM to cover remaining costs associated with bus and shuttle services for jurors and County staff through the end of the year.

Scope of Work: This contract provides transportation services primarily from Monday through Friday for Fulton County employees and jurors who park at the Brown, Yellow, Red and Silver lots to Fulton County Government Center located at 141 Pryor Street, Justice Center Tower located at 185 Central Avenue, Tax Assessor Office located at 135 Peachtree Street, Central Library located at 1 Margaret Mitchell Square NW, and the Fulton County Health Services building located at 10 Park Place.

The Scope of Work includes, but is not limited to, the following:

1. Provide the County, on the 1st day of each month by COB, a status report on the total number of riders, total mileage driven, fuel consumption, and interruptions in service; and
2. Provide the County a Customer Survey Report on a quarterly basis. They are to provide the customer (County staff and jurors) the opportunity to rate the quality of service and expectations being provided (cleanliness, driving, schedule pick-ups, etc.); and
3. Assist the County and Transportation provider to maintain and enhance the performance standards set forth in the proposal.

Community Impact: This will have a dramatically negative on the community if this transportation services are not operational.

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

The requested additional spending authority in the total amount of \$75,000.00 is sufficient to cover these additional expenditures and any other unanticipated costs for bus and shuttle services for the remainder of FY2024.

Project Implications: This contract provides bus and shuttle services to County employees and jurors; and special transportation for other County agencies, as needed.

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

Department Issues/Concerns: If this increase in spending authority is not approved, the County will not have the ability to provide bus and shuttle services for County employees and Jurors.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0124	2/16/22	\$522,857.25
1st Renewal	22-0629	9/7/22	\$760,000.00
2 nd Renewal	23-0712	10/18/23	\$760,000.00
Increase Spending Authority No. 1			\$75,000.00
Total Revised Amount			\$2,117,857.25

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)***Contract Value:** \$75,000.00

Prime Vendor: MTI Limo and Shuttle Services, Inc.
Prime Status: African American Male Business Enterprise
Location: College Park, GA
County: Fulton County
Prime Value: \$75,000.00 or 100.00%

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

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

Exhibit 1: Amendment No. 1 to Form of Contract
Exhibit 2: Contractor'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

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$522,857.25
Previous Adjustments: \$1,520,000.00
This Request: \$75,000.00
TOTAL: \$2,117,857.25

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:**

100-520-5223-1160: General, Department of Real Estate and Asset Management, Professional Services- \$53,400.00

Funding Line 2:

100-121-1212-1183: General, Department of Community Development, Transportation Services- \$21,600.00

Key Contract Terms	
Start Date: Upon BOC Approval	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating: 82**Would you select/recommend this vendor again?**

Yes

Report Period Start:
4/1/2024**Report Period End:**
6/30/2024

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **MTI Limo and Shuttle Services, Inc.**

Contract No. **21RFP131973C-MH, Bus and Shuttle Services**

Address: **2581 Sullivan Road**
City, State **College Park, GA 30337**

Telephone: **(404) 669-0900**

E-mail: cijames@mtilimos.com

Contact: **Cameron Ijames,**
Director of Operations

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with MTI Limo and Shuttle Services, Inc., to provide Bus and Shuttle Services, dated April 1, 2022, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the purpose for of this amendment is for the approving of increase spending authority to cover the costs for additional expenses due to the increase in bus and shuttle services in support of County agencies and County Commissioner's special programs; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on September 18, 2024, BOC Item #24-.

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

This Amendment No. 1 to Form of Contract is effective as of the 18th day of September 2024, between the County and MTI Limo and Shuttle Services, Inc., who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To provide and manage bus and shuttle services for County employees, jurors and other staff.
2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$75,000.00 (Seventy Five Thousand Dollars and Zero Cents).

3. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

**MTI LIMO AND SHUTTLE
SERVICES, INC.**

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Cameron Ijames,
Director of Operations

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Office of the County Attorney

APPROVED AS TO CONTENT:

Notary Public

County: _____

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

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ REGULAR MEETING	ITEM#: _____ RM: _____ SECOND REGULAR MEETING
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Performance Evaluation Details

ID	E8
Project	Bus and Shuttle Services
Project Number	21RFP131973C-MH
Supplier	MTI LIMO AND SHUTTLE SERVICES INC
Supplier Project Contact	CAMERON IJAMES (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	08/01/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	11/14/2024
Status	Completed
Publication Date	08/01/2024 09:33 PM EDT
Completion Date	08/01/2024 09:33 PM EDT
Evaluation Score	82

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

17/20

Rating

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments

Not Specified

SCHEDULE

17/20

Rating

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

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

14/20

Rating

Satisfactory: Deliverables meet requirements and have an average number of issues on reports and deliverables.

Comments

Deliverables that exceeds requirements in all areas

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

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

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

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

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0650

Meeting Date: 10/2/2024

Department

Real Estate and Asset Management

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

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 24ITB143254C-JH, Mail Services Operation in an amount not to exceed \$349,424.16, with Moore Partners, Inc. dba More Business Solutions (Peachtree Corners, GA) to provide mail services Countywide. Effective dates: January 1, 2025, through December 31, 2025, with two renewal options.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

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

Scope of Work: The Scope of Work consists of:

- Pick-up and delivery services for approximately 37 mail stops in the Government Center and Judicial Center Complexes and approximately 59 remote locations with inter-office mail to

include the Central Warehouse, 4700 Northpoint Parkway, and the Fulton County Animal Services facility.

- USPS mail by metered mailing and management services for domestic express mail and package deliveries.
- Pre-sort mailing services.
- Provide user Departments/agencies monthly reports on their operating costs associated with mail services for volume and pickup, deliveries, and courier services.

Community Impact: The contract has limited community impact.

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

Procedure for Basis of Award:

The recommendation for the award was based on the bidders' calculations of a monthly base management fee which consists of inter-office mail delivery, pre-sort mailing services for processing based upon volume of number of pieces, internal and external couriers, bulk mailing, handling fees, and the addition of processing e-certified envelopes per pieces. The total base bid amount is the total management fee cost that is a recurring monthly compensation x 12 (Annual Total Cost).

Award Recommendation:

The Department received and evaluated two (2) bid responses to the solicitation. Moore Partners, Inc., submitted the lowest base bid in the amount of \$349,424.16 and MEI Mail Services submitted a base bid amount of \$1,044,240.00 (see Exhibit #1). DREAM is recommending award to Moore Partners, Inc., as the overall lowest responsive and responsible bidder to provide mail services for Fulton County for FY2025.

The requested spending authority in the total amount of \$349,424.16 is sufficient to cover these anticipated costs for FY2025.

Project Implications: This service is critical as it services approximately 37 mail stops in the Government Center and Judicial Center Complexes and approximately 59 remote locations for pick-up and delivery services, which, without it, would require mail equipment at each of these sites.

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

Department Issues/Concerns: If this contract is not approved, the Department cannot provide mail services operation to approximately 37 mail stops in the Government Center and Judicial Center Complexes and approximately 59 remote locations and employ personnel to handle inter-office mail services, delivery of mail to USPS daily, as well as the processing of presort mailing services.

Contract Modification: This a new procurement

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

Agenda Item No.: 24-0650

Meeting Date: 10/2/2024

Contract Value: \$349,424.16

Prime Vendor: Moore Partners, Inc. dba More Business Solutions

Prime Status: White Female Business Enterprise

Location: Peachtree Corners, GA

County: Fayette County

Prime Value: \$349,424.16 or 100.00%

Total Contract Value: \$349,424.16 or 100.00%

Total Certified Value: \$349,424.16 or 100.00%

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

Exhibit 1: Bid Tabulation Sheet

Exhibit 2: Performance Evaluation Report

Exhibit 3: Department Recommendation Memo

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00

Previous Adjustments: \$0.00

This Request: \$349,424.16

TOTAL: \$349,424.16

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:**

700-520-5201-1711: Internal Services Fund, Real Estate and Asset Management, Printing-\$349,424.16 "Subject to availability of funding adopted for FY2025 by BOC"

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: Two, one-year renewal option

Overall Contractor Performance Rating: 100

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2024

Report Period End:
6/30/2024

Performance Evaluation Details

ID	E9
Project	Mail Services Operation
Project Number	21ITB130203C-MH
Supplier	more business solutions
Supplier Project Contact	paul jackson (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	07/08/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/08/2024 02:35 PM EDT
Completion Date	07/08/2024 02:35 PM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

20/20

Rating

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

Comments

Contractor, More Business Solutions, continues to provide outstanding service. There have been no problems with the quality of work performance and all requirements of the contract are met consistently. More often than not, the contractor provides effective solutions to minor problems that arise due to a user request.

TIMELINESS OF PERFORMANCE

20/20

Rating

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

Comments

The contractor consistently meets and exceeds the delivery requirements, going above the contract requirements to respond to some user requests.

BUSINESS RELATIONS

20/20

Rating

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

Comments

The contractor's response to inquiries and service requests is always timely and exceeds that which is expected or required by the contract.

CUSTOMER SATISFACTION

20/20

Rating

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

Comments

Outstanding partner to work with and provides outstanding service at a professional level.

COST CONTROL

20/20

Rating

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

Comments

The contractor complies with contract pricing. Any minor discrepancies, which are minimal, identified by the department are explained and supported with documentation. Invoices are submitted consistently in a timely manner and in compliance with the contract requirements without errors.

GENERAL COMMENTS

Comments

Outstanding and professional at all times. Service is always above that which is expected.



INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM

DATE: September 4, 2024

SUBJECT: Recommendation Award – #24ITB143254C-JH, Mail
Services Operation- FY2025

Recommendation: We are recommending approval of the lowest bidder for, Mail Services Operation in the amount of \$349,424.160 with Moore Partners, Inc. dba More Business Solutions, to provide mail services countywide. Effective dates: January 1, 2025, through December 31, 2025, with two renewal options.

DISCUSSION:

Procedure for Basis of Award:

The recommendation is based on the bidders' calculation of a monthly base management fee which consists of inter-office mail delivery, pre-sort mailing services for processing based upon volume of number of pieces, internal & external couriers, bulk mailing, handling fees, and with the addition of processing e-certified envelopes per pieces. The total base bid amount is the total management fee cost that is a recurring monthly compensation x 12 (Annual Total Cost).

Award Recommendation:

The Department received and evaluated two (2) bid responses to the solicitation.

	Bidders	Base Bid	Awarded Authority
1	Moore Partners, Inc.	\$349,424.16	\$349,424.16
2	MEI Mail Services	\$1,044,240.00	

Moore Partners, Inc. submitted the lowest base bid in the amount of \$349,424.16 and MEI Mail Services submitted a base bid amount of \$1,044,240.00 (see Exhibit 1). DREAM is recommending award to Moore Partners, LLC as the overall lowest responsive and responsible bidder to provide mail services for Fulton County for FY2025.

Moore Partners, Inc. have the current contract with Fulton County and has performed outstanding (evaluation score of 100) and very highly competent as a mail operation contractor as stated in their performance report (see Exhibit #2).

The requested spending authority in the total amount of \$349,424.16 is sufficient to cover these anticipated costs for FY2025.

Funding for this recommendation in account #700-520-5201-1711 in the total amount of \$349,424.16, which is subject to availability of budget being adopted by BOC for approval for FY2025.

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

Cc. April Pye, Administrator, DREAM
Donna Jenkins, Deputy Director, Purchasing & Contract Compliance
Mark Hawks, CAPA, Team C, Purchasing & Contract Compliance
Joanna Hernandez, APA, Team C, Purchasing & Contract Compliance
Harry Jordan, Contract Administrator, DREAM
Khandi Flowers, Contract Administrator, Purchasing & Contract Compliance



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0651

Meeting Date: 10/2/2024

Department

Behavioral Health and Development Disabilities

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

Request confirmation of seven (7) nominees as voting members of the Fulton County Opioid Abatement Advisory Council. Voting members shall include the following: (1) a designee of the Fulton County Sheriff's Office, as nominated by the Sheriff and confirmed by the Board of Commissioners; (2) a member designated by the executive team of the Fulton County Department of Behavioral Health and Developmental Disabilities and confirmed by the Board of Commissioners; (3) a member of the Fulton County Board of Health, as nominated by the Fulton County Board of Health and confirmed by the Board of Commissioners; (4) an academic member with a background in substance use and recovery, as nominated by the Director of the Fulton County Department of Behavioral Health and Developmental Disabilities and confirmed by the Board of Commissioners; (5) a substance use disorder treatment provider within Fulton County licensed by the Georgia Department of Community Health (DCH), as nominated by the Director of the Fulton County Department of Behavioral Health and Developmental Disabilities and confirmed by the Board of Commissioners; (6) a survivor of the disease of addiction or a family member who has lost a loved one to the disease, as nominated by the Director of the Fulton County Department of Behavioral Health and Developmental Disabilities and confirmed by the Board of Commissioners; (7) a designee of the Fulton County Superior Court, as nominated by Fulton County Superior Court Administration and confirmed by the Board of Commissioners.

These seven (7) voting members shall serve at the pleasure of the Board of Commissioners up to an initial term of two (2) years. In addition, the Director of the Fulton County Department of Behavioral Health and Developmental Disabilities shall serve as an ex-officio member of the Council, providing insight and guidance without holding voting rights.

Nominees:

1. **Dr. Tracey Elam**, Fulton County's Sheriff's Department (representing Sheriff or Sheriff's Designee)
2. **Lynnette Allen**, Fulton County Behavioral Health and Developmental Disabilities (representing Fulton County Department of Behavioral Health and Developmental Disabilities/Community Service Board)
3. **Beatrice King**, Fulton County Board of Health (representing Fulton County Board of Health Member)
4. **Supriya Kegley**, PhD, MPH, Emory Rollins School of Public Health (representing Academic Member)
5. **Tracey-Ann George**, Ascensa Health, (formerly St. Jude's Recovery) (representing Substance Use Provider Licensed by DCH)

6. Robin Buckley, Johns Creek Chamber of Commerce (representing Member with Lived Experience or a Family Member)

7. John Collins, Superior Court of Fulton County (representing Accountability Court)

LaTrina Foster, Director, Fulton County Behavioral Health and Developmental Disabilities, (Ex-Officio Member)



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0652

Meeting Date: 10/2/2024

Department

Behavioral Health and Development Disabilities

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

Request approval to enter into a contract with the Georgia Department of Behavioral Health & Developmental Disabilities for the planning and design of the Behavioral Health Crisis Center in North Fulton for a contract term September 25, 2024 through September 24, 2025. The contract is grant funded in the amount of \$500,000.00. The County Attorney is authorized to approve the contract as to legal form and make modifications thereto, including correcting scrivener's errors, prior to execution.

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

Pursuant to O.C.G.A. Sec. 36-10-1, all contracts with the County shall be in writing and entered on its meeting minutes.

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

Health and Human Services

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

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

The Georgia Department of Behavioral Health and Developmental Disabilities is awarding \$500,000 to the Fulton County Department of Behavioral Health & Developmental Disabilities for the planning, and design for the implementation of a Behavioral Health Crisis Center in North Fulton.

Scope of Work: The Contractor agrees to process and complete the feasibility study that will include: 1. Site investigation to determine construction feasibility 2. A conceptual design of the facility created by a 3rd party consultant 3. Compilation and review of all Georgia DBHDD requirements 4. Issuance of a Request for Proposals (RFP) for design and construction 5. Review of Fulton County's land portfolio for any suitable properties that could be donated pending approval by the Board of Commissioners.

Community Impact: Increase access to Behavioral Health Crisis Services to residents of Fulton County.

Department Recommendation: Approval to enter into a contract with the Georgia Department of Behavioral Health & Developmental Disabilities for the planning and design of the Behavioral Health Crisis Center in North Fulton for a contract term September 25, 2024 through September 24, 2025

Project Implications: Click or tap here to enter text.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1:

Click here to enter text.

**STATE OF GEORGIA
DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES
CONTRACT**

DEPARTMENTAL ADMINISTRATIVE INFORMATION

Expense: X

DBHDD CONTRACT #: 44100-026-CMA00005328

Total Obligation: \$ 500,000.00

Contractor's FEI #: 58-6001729

Contractor's FY End Date: 06-30

Contractor's Entity Type: Public

Federal: \$ 0.00

State: \$ 500,000.00

NIGP Code: 90614

Match: \$ 0.00

CFDA #: N/A

SECTION I GENERAL CONTRACT PROVISIONS

SECTION I A

PARA #101 CONTRACT BETWEEN:

(101) 05/02/2016

This contract is made and entered into by and between the **Department of Behavioral Health and Developmental Disabilities**, an agency of the State of Georgia legally empowered to contract pursuant to the Official Code of Georgia Annotated, Section 37-1-20, and hereinafter referred to as DBHDD or the DEPARTMENT;

AND

FULTON COUNTY DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES

99 Jesse Hill Jr Dr SE
Atlanta, GA 30303

legally empowered to contract pursuant to the laws of the State of Georgia, and hereinafter referred to as the CONTRACTOR.

This Contract may not be assigned, in whole or in part, to any other person or entity, nor pledged as security or collateral for any obligation or debt of the Contractor, without the express written permission of DBHDD executed by a principal of DBHDD authorized to execute contracts for DBHDD.

This contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in a court or other forum of competent jurisdiction within Fulton County, State of Georgia.

It is the policy of the State of Georgia that minority business enterprises shall have the maximum opportunity to participate in the State purchasing and contracting process. Therefore, the State of Georgia encourages all minority business enterprises to compete for contracts for goods, services, and construction. Also, the State encourages all companies to sub-contract portions of any State contract to minority business enterprises. Contractors who utilize qualified minority subcontractors may qualify for a State of Georgia income tax deduction for qualified payments made to minority subcontractors. See O.C.G.A Section 48-7-38.

Nothing contained in this contract shall be construed to constitute the Contractor or any of its employees, agents, or subcontractors as a partner, employee, or agent of the Department, nor shall either party to this contract have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

PARA #102 PERIOD OF CONTRACT:

(102A) 03/10/1994

This contract has an effective beginning date of the 25th day of September, 2024, and shall terminate on the 24th day of September, 2024, unless terminated earlier under other provisions of this contract.

PARA #103 DEPARTMENT AND CONTRACTOR CONTACT INFORMATION:

(103) 05/02/2014

A. Mailing Addresses:

The mailing addresses, telephone numbers, and contact persons listed below for the Department and the Contractor may be changed during the term of this contract by written notification to the other party by the Department or by the Contractor.

1. The Department's mailing address and telephone number for correspondence, reports, and other matters relative to this contract, except as otherwise indicated, are:

Georgia Department of Behavioral Health and Developmental Disabilities
Attn: Christopher Hamilton
200 Piedmont Avenue, S.E., West Tower
Atlanta, GA 30303
Telephone #: 404-657-1647
E-mail: christopher.hamilton@dbhdd.ga.gov

2. The Contractor's mailing address and telephone number for correspondence, reports, and other matters relative to this contract are:

Fulton County Department of Behavioral Health and Developmental Disabilities
Attn: LaTrina Forester
141 Pryor Street, Suite 1031
Atlanta, GA 30303
Telephone #: 404-613-7013
E-mail: LaTrina.Forester@fultoncountyga.gov

B. Mailing Address for Contract Payments:

The Contractor's mailing address for contract payment checks or remittance advice (for electronic funds transfer only) is:

Fulton County Department of Behavioral Health and Developmental Disabilities
141 Pryor Street, Suite 1031
Atlanta, GA 30303

PARA #104 DEFINITIONS:

(104) 04/29/2020

As used in this CONTRACT:

“Provider Manual” means any Community Provider Manual published by DBHDD which is applicable to the type of services that Contractor is delivering under this Contract and which is in effect at the time of service delivery. Information about the applicability of Provider Manuals and how they may be accessed is provided in Paragraph #105 of this Contract.

“Individual” means a person to whom Contractor is providing services pursuant to this Contract.

“Subcontractor” (whether or not the term is capitalized) means a person or entity who is not an employee of Contractor and who is delivering services to Individuals on Contractor's behalf which Contractor is obligated to deliver under this Contract. Contractor staff who are independent contractors rather than employees (for example, a staff member who receives an IRS Form 1099 instead of a Form W-2) are also “subcontractors” under this definition. A “subcontract” is the agreement between Contractor and a subcontractor, and “subcontracting” is the act of entering into subcontracts with subcontractors. Note that not all Contracts permit Contractors to subcontract services, and the terms of this Contract and applicable DBHDD Policies and Provider Manuals should be reviewed to determine whether the Contractor is permitted to subcontract services under this Contract. There are also specific provisions throughout this Contract which apply to any Contractor who is utilizing subcontractors.

“Administrative Services Organization”, also referred to as **“ASO”**, refers to an organization that is an authorized agent of DBHDD that is contracted to perform certain administrative functions such as, but not limited to, quality reviews of service delivery, compliance audits, utilization management and utilization review, claims processing, operation of the crisis and access line, and other activities in support of DBHDD and its provider network.

PARA #105 COMPLIANCE WITH DBHDD POLICIES AND PROVIDER MANUALS:

(105) 04/19/2021

- A. DBHDD sets policies with which community service Providers are required to comply at all times. All DBHDD policies are accessible through the [DBHDD PolicyStat](https://gaddbhdd.policystat.com/) website at <https://gaddbhdd.policystat.com/>. This website includes a link to the DBHDD PolicyStat Index which will assist Contractor in identifying the applicable policies for Community Providers. Contractor agrees to comply with the DBHDD policies applicable to Contractor, as from time to time amended, whether or not any such policy is specifically referenced in this Contract.
- B. DBHDD and the Department of Community Health (DCH) also maintain Provider Manuals for Community Behavioral Health Services and for Community Developmental Disabilities services with which community services providers are required to

comply at all times. Contractor agrees to comply with the DBHDD and DCH Provider Manuals applicable to Contractor, whether or not a specific Provider Manual requirement is specifically referenced in this Contract. All DBHDD and DCH Provider Manuals are accessible through the [DBHDD PolicyStat](https://gadbhdd.policystat.com/) website at <https://gadbhdd.policystat.com/>. By execution of this Contract, Contractor certifies that Contractor has accessed and reviewed the applicable Provider Manual.

- C. Provider Manuals are applicable depending upon the type of services a provider is approved by DBHDD to provide.
1. For Behavioral Health services, the applicable Provider Manual is the DBHDD Provider Manual for Community Behavioral Health Providers and is found within DBHDD Policy [Provider Manual for Community Behavioral Health Providers, 01-112](#).
 2. For Developmental Disabilities services, the applicable DBHDD Provider Manuals are the DBHDD Provider Manual for Community Developmental Disabilities Providers (for NOW and COMP waiver services) and, when the provider is providing State-funded services, the DBHDD Provider Manual for Community Developmental Disabilities Providers of State-Funded Developmental Disabilities Services. Links to the current version of these manuals is found in DBHDD Policy [Provider Manuals for Community Developmental Disabilities Providers, 02-1201](#) and [NOW and COMP Waivers for Community Developmental Disability Services, 02-1202](#).
 3. For Developmental Disabilities services funded through the NOW and COMP waivers, the applicable DCH Provider Manuals (to be used in addition to the DBHDD Provider Manuals) are found at DCH's MMIS website: <http://www.mmis.georgia.gov/>. All NOW and COMP waiver service providers must comply with the DCH manual Part I Policies and Procedures for Medicaid/Peachcare for Kids. All NOW and COMP waiver service providers must also comply with the applicable Part II and Part III DCH manuals, as required and specified by DCH. For convenience, DBHDD has listed the applicable Part II and Part III manuals in the DBHDD policy [NOW and COMP Waivers for Community Developmental Disability Services, 02-1202](#); however, the Provider has an independent duty to confirm which DCH manuals are applicable.
- D. Each Provider Manual is updated periodically (generally in January, April, July, and October of each year), and the Contractor is responsible for complying with the Provider Manual as amended.
- E. Each Provider Manual contains definitions and descriptions of the various services which DBHDD may authorize Contractors to deliver. Contractor agrees to maintain a record of which of those services DBHDD has authorized Contractor to deliver under this Contract, and Contractor shall deliver those services in accordance with the service definitions and descriptions in the Provider Manual, as well as with the other requirements and standards set forth in the Provider Manual.

PARA #106 APPROVED SERVICES AND LOCATIONS:

(106) 06/02/2020

- A. DBHDD's Office of Provider Enrollment approves Contractors to deliver specific services at particular physical addresses and for specified counties of coverage. The only services that may be provided under this Contract are those for which Contractor has received specific approval to deliver from DBHDD's Office of Enrollment.
- B. Contractor may request and will be provided with the ***Provider Approved Locations and Services*** document from the Office of Provider Enrollment at any time, and a copy is provided at the initiation or renewal of each Contract. DBHDD will provide written notification to Contractor of subsequent changes to approved locations or services, as appropriate, throughout the term of this Contract.
- C. Contractor agrees that the services covered by this Contract will be provided only in the counties and from the site locations at the physical addresses that are approved by the DBHDD Office of Provider Enrollment. Services the Contractor are not approved to deliver and services delivered in unapproved locations are not covered by this Contract and are not reimbursable. Submission of claims for services delivered in unapproved locations may result in termination of this Contract.

PARA #107 NONDISCRIMINATION BY CONTRACTORS AND SUBCONTRACTORS:

(104A) 06/22/2022

- A. **NONDISCRIMINATION IN EMPLOYMENT PRACTICES:** The Contractor agrees to comply with federal and state laws, rules and regulations, and the Department's policy relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal, and other elements affecting employment/employees.
- B. **NONDISCRIMINATION IN CONSUMER/CUSTOMER/CLIENT/CONSUMER/CUSTOMER/CLIENT SERVICE PRACTICES:** The Contractor agrees to comply with federal and state laws, rules and regulations, and the Department's policy relative to nondiscrimination in consumer/customer/client and consumer/customer/client service practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the Department.
- C. **COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT:** The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101 et seq., and its implementing regulations (including but not limited to 28 C.F.R. Part 36), 29 U.S.C. § 701 et seq., and any relevant federal and

state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.

- D. The Contractor agrees to require any subcontractor performing services funded through this contract to comply with all provisions of the federal and state laws, rules, regulations and policies described in this paragraph.

PARA #108 CONFIDENTIALITY OF INDIVIDUAL INFORMATION:

(105) 03/08/2017

- A. The Contractor agrees to abide, and to ensure that its subcontractors (if subcontracting is permitted under this Contract) abide, by all State and Federal laws, rules and regulations regarding confidentiality of every Individual's records, including but not limited to Federal regulations regarding Confidentiality of Alcohol and Drug Abuse Patient Records at 42 C.F.R. Part 2; the Health Insurance Portability and Accountability Act of 1996 and regulations (Privacy Rule and Security Rule) at 45 C.F.R. Parts 160, 162, and 164; and the Georgia Mental Health Code at O.C.G.A. Title 37, specifically O.C.G.A. §§ 37-3-166, 37-4-125, and 37-7-166, all as amended hereafter, as applicable.
- B. Contractor further agrees not to divulge any information concerning any Individual to any unauthorized person without the written consent of the Individual, or guardian of the person of an Individual, or parent or court-appointed custodian of a minor Individual, as applicable.
- C. Contractor acknowledges that some material and information that may come into its possession or knowledge in connection with this Contract, or the performance hereof, may consist of confidential and private information, and that the disclosure of such information to or use of such information by third parties may be damaging. Contractor therefore agrees to hold such material and information in strictest confidence, not to make use thereof other than as is necessary for performance of this Contract, and not to release or disclose any information to any other party except as may be required by law.
- D. Contractor hereby expressly agrees to immediately remove its employees or subcontractors from performing any work in connection with this Contract upon DBHDD giving notice that such employee or subcontractor has failed to meet the confidentiality obligations or standards of this Contract. Some services performed for DBHDD may require that Contractor sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.
- E. Contractor agrees that, in the event it receives a request for information pursuant to the Georgia Open Records Act, which request seeks information that is confidential, privileged and/or protected health information under any applicable law or regulation, it will inform DBHDD in writing within two (2) business days of the receipt of the request. Contractor further will inform the Open Records Act requestor that it will provide documents or information in response to the request no earlier than two (2) weeks following Contractor's receipt of the request, in order to allow DBHDD the opportunity to represent, at its own expense, its interests regarding any potential disclosure of confidential, privileged or protected health information that may be responsive to the request. Contractor shall not release the requested information to the requesting party until two (2) weeks following Contractor's receipt of the request, unless DBHDD expressly authorizes an earlier release in writing.

PARA #109 CONFLICT OF INTEREST:

(111) 04/19/2021

The Contractor and the Department certify that the provisions of the Official Code of Georgia Annotated, Section 45-10-20 *et seq.*, as amended, which prohibit and regulate certain transactions between certain state officials or employees and the State of Georgia, have not been violated and will not be violated in any respect.

PARA #110 CONTRACT MODIFICATION/ALTERATION:

(107) 04/29/2020

- A. No modification or alteration of the terms and conditions of this Contract, will be valid or effective unless such modification is made in writing and signed by both parties and affixed to this Contract as an amendment indicating the DBHDD agreement number involved, the original contracting parties and the original effective date of the Contract and the paragraph(s) being modified or superseded, except as stated in subparagraph B or C immediately below.
- B. In the event that either of the sources of reimbursement for services under this Contract (appropriations from the General Assembly of the State of Georgia, or the Congress of the United States of America) is reduced during the term of this Contract, DBHDD has the absolute right to make financial and other adjustments to this Contract and to notify the Contractor accordingly. Such adjustment(s) may require a Contract amendment or a termination of the Contract. The certification by the Commissioner of DBHDD of the occurrence of either the reductions stated above or termination of this Contract shall be conclusive.
- C. In the event that a state of emergency (including, but not limited to, a public health emergency) for or including the State of Georgia is declared by the President of the United States or the Governor of Georgia during the term of this Contract, DBHDD has the absolute right, in its sole discretion, to make financial and other adjustments to this Contract, and/or to modify other terms of this Contract, unilaterally, and to notify the Contractor accordingly.

PARA #111 DEPARTMENT'S RIGHT TO SUSPEND CONTRACT:

(108) 04/08/2013

The Department reserves the right to suspend the contract/sub-grant in whole or in part under this contract provision if it appears to the Department that the Contractor is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this contract. Alternatively or additionally, the Department may require further proof of reimbursable expenses prior to payment thereof, and/or require improvement, at the discretion of and to the satisfaction of the Department, in the programmatic performance or service delivery.

PARA #112 NOTIFICATION OF BREACH OR FAILURE TO PERFORM AND OPPORTUNITY TO CURE:

(206) 03/08/2017

- A. In the event DBHDD determines that the Contractor has breached or failed to perform any of the terms of this Contract, DBHDD may, in its sole discretion, within a reasonable time after determination of such breach or failure by Contractor, notify the Contractor of the breach or failure to perform by e-mail or by U.S. mail. The notice may, at the discretion of DBHDD, inform the Contractor of any opportunity to cure the breach or failure to perform, to include development and implementation of a corrective action plan (CAP), and in such event will further provide the time period for the completion of such cure or plan. DBHDD is not required to provide notice or opportunity to cure.
- B. Corrective Action Plan: Upon notice to the Contractor of a failure to perform or breach of the terms of this Contract, DBHDD may require and/or permit the Contractor to develop and implement a Corrective Action Plan (CAP). The CAP must be developed by the Contractor within the time period specified by DBHDD and must be submitted to DBHDD for approval. A CAP must be specific and must, at a minimum, include provisions aimed toward correction of the deficiencies, indicate reasonable completion dates, fully describe the methodology to be used to accomplish complete and permanent corrective action, and describe methods for ensuring full compliance with the CAP. Failure to comply with a submitted CAP may result in actions outlined in the Contract or in DBHDD policy. DBHDD may require the Contractor, as a part of a CAP, to participate in a program of technical assistance provided by or on behalf of DBHDD, any cost of which, when applicable, shall be borne by the Contractor.

PARA #113 SEVERABILITY:

(109) 05/01/2015

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Contract that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

PARA #114 TERMINATION:

(110B) 05/22/2024

This Contract may be terminated by either party without cause: however, the party seeking to terminate the Contract must give written notice of its intention to do so to the other party at least 60 days prior to the effective date of the termination. This Contract may be terminated for cause, in whole or in part, at any time by DBHDD for failure of the Contractor to perform any of the provisions hereof or failure of the Contractor to ensure subcontractors perform all of the provisions hereof. Should termination occur, notice of termination shall be in writing and specify the reason for termination and termination date. The Contract may be immediately terminated upon the occurrence of any of the following:

- A. The Contractor or any subcontractor fails to protect the health, safety and welfare of any Individual served pursuant to this Contract.
- B. The Contractor, any of its subcontractors, any employee or owner principal of the Contractor, or any employee or owner or principal of any subcontractor, violates or fails to comply with any law or regulation, or is convicted of violating or failing to comply with any law or regulation (whether or not such conviction is appealed or otherwise contested, and regardless of when the acts on which the conviction is based took place), during the term of this Contract. Laws and regulations contemplated by this subparagraph (B) include, but are not limited to, laws and regulations prohibiting the abuse, neglect, or exploitation of Individuals, and laws and regulations prohibiting Medicaid fraud and/or fraud against the State of Georgia or the federal government.
- C. The Contractor is excluded from participation in the Medicaid or Medicare program or the Contractor's Medicaid Provider Enrollment Number is terminated.
- D. The Contractor or any subcontractor provides any fraudulent or misleading information to DBHDD, or to agents or contractors of DBHDD who monitor the Contractor's service delivery or who monitor any Individual served by the Contractor (including, but not limited to, support coordination contractors and the support coordinators employed by them, auditors or reviewers employed by DBHDD, ASO employees who conduct inspections or reviews of the Contractor, etc.), or to Individuals or other consumers/clients of Contractor, or to other state or federal government agencies.
- E. The Contractor cannot meet its financial obligations, including but not limited to payroll, staffing, rents, repairs, utilities, insurance, etc.

- F. The Contractor or any subcontractor of Contractor has a sanction, restriction, suspension or revocation of a license, certification, or accreditation required by DBHDD or by the Department of Community Health for providing services under this Contract.
- G. The Contractor fails or is unable to meet and maintain full credentialing status with DBHDD or its designee.
- H. The Contractor fails to comply with DBHDD Policy including, but not limited to, any applicable DBHDD Provider Manual.
- I. The Contractor fails to comply with audit, review, staffing, or accreditation requirements as set forth in DBHDD policies [Noncompliance with Audit Performance, Staffing, and Accreditation Requirements for Community Behavioral Health Providers, 01-113](#) or [Accreditation and Compliance Review Requirements for Providers of Developmental Disabilities Services, 02-703](#).
- J. Contractor becomes insolvent or liquidation or dissolution or a sale of the Contractor's assets begins.
- K. An assignment is made by the Contractor for the benefit of creditors.
- L. A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the Contractor.
- M. DBHDD deems that such termination is necessary if the Contractor or any subcontractor fails to protect or potentially threatens the health or safety of any Individual and/or to prevent or protect against fraud or otherwise protect the State of Georgia's personnel, Individuals, facilities, or services.
- N. If the Contractor is:
 - 1. A natural person (i.e. not a business entity) or
 - 2. A LLC, corporation, or other entity, in which only one natural person performs or carries out the substantive services contemplated by this Contract.

then the Department may immediately terminate this contract if the Department or another government agency concludes, after an investigation, that the said natural person has, in the course of employment or contract with another DBHDD contractor or DBHDD-enrolled provider agency, abused, neglected, exploited, or significantly failed to protect or more individuals served by that other contractor or provider agency.

PARA #115 COOPERATION IN TRANSITION OF SERVICES:

(111) 05/25/2021

- A. If Contractor terminates services to an Individual, Contractor shall give at least 30 days' notice prior to such termination of services to the DBHDD Regional Office for the service area in which Individual has been receiving services. Whenever Contractor's services to Individuals are ceasing or will be ceasing (whether due to the termination or expiration of this Contract, the Contractor's cessation of services, or for any other reason), the Contractor and the new service provider shall cooperate with each other and with DBHDD and DBHDD's agents in coordinating the transition of the Individual. In any event, the original Contractor shall continue to provide services to the Individual until transition is complete, in order to ensure continuity of care and maintenance of health and safety for the Individual; and the coordination of transition will include, but not be limited to, the transfer of the Individual's records, personal belongings and funds, and the Contractor shall be compensated, at the rate contemplated by this Contract, for services properly delivered to the Individual prior to the completion of the transition.
- B. Contractor further agrees that should it go out of business or cease to operate for any reason (including but not limited to suspension or termination of this Contract, either by Contractor or by DBHDD), it will follow the requirements contained in DBHDD policies [Actions Necessary upon Closure, Suspension of Services, or Termination of a DBHDD Community Services Provider, 04-119](#) and [Maintenance of Records for Closed Providers, 04-117](#).

PARA #116 FORCE MAJEURE:

(112) 05/01/2015

Each party will be excused from performance under this Contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, or acts of a public enemy, and nonperformance for those reasons will not be a default under this Contract nor a basis for termination for cause. If the services to be provided under this Contract are interrupted by an act of God, civil disturbance, civil or military authority, war, court order, or acts of a public enemy, DBHDD will be entitled to an equitable adjustment to the fees and other payments due under this Contract. Nothing in this paragraph shall be deemed to relieve the Contractor from its liability for work performed by any subcontractor. Nothing in this paragraph shall be deemed to prevent or restrict DBHDD from taking any measures DBHDD may in its discretion deem necessary to ensure the health and safety of the Individuals served by the Contractor; and such measures may include, but are not limited to, the transition or re-assignment of any or all of those Individuals to other Contractors.

PARA #117 EMERGENCY PREPAREDNESS AND DISASTER RESPONSE:

(154) 06/23/2022

Contractor shall comply with DBHDD policy [Disaster Preparedness, Response, and Disaster Recovery Requirements for Community Providers, 04-102](#).

PARA #118 ACCESS TO RECORDS AND INVESTIGATION:

(113) 05/22/2024

- A. State and Federal government agencies, including but not limited to DBHDD; the Department of Human Services, including the Division of Family and Children Services and its office of Adult Protective Services; and the Department of Community Health and its authorized agents, shall have full and complete access to all Individual records, electronic health records system and audit trail logs, administrative records, financial records, pertinent books, documents, papers, correspondence (including e-mails), management reports, memoranda, audio and video recordings, and any other records of the Contractor and its subcontractors in electronic or other form, as well as full and complete access to employees and subcontractors (and employees of subcontractors) of Contractor outside the presence of other persons and without recording or monitoring by Contractor, for the purpose of conducting reviews, audits, investigations, or examinations of delivery of services by Contractor, or of delivery of services by any other agency/provider who has provided services authorized by DBHDD, or of any other conduct of Contractor or any other agency/provider affecting the Individuals served by the Contractor. Contractor and subcontractor record retention requirements are seven (7) years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.
- B. Notwithstanding any law to the contrary, to ensure the quality and integrity of Individual care, Contractor shall be required to provide DBHDD or authorized agents, upon request, complete access to, including but not limited to authorization to examine and reproduce (and to remove reproductions from Contractor's premises), any records in electronic or other form required to be maintained in accordance with this Contract and any subcontracts, the HIPAA Business Associate Agreement if applicable, standards, or rules and regulations of DBHDD or pursuant to State laws and regulations.
- C. The Contractor agrees that DBHDD or authorized agents have full authority to investigate any allegation of misconduct in performance of duties arising from this Contract made against an employee of the Contractor or subcontractor. The Contractor agrees to cooperate fully in such investigations by providing DBHDD full access to its records and the records of subcontractors, and to allow its employees to be interviewed by DBHDD investigators, outside the presence of other persons, during such investigations.
- D. DBHDD and its authorized agents shall have the right to monitor and inspect the operations of the Contractor and any subcontractor for compliance with the provisions of this Contract and all applicable Federal and State laws and regulations, with or without notice, at any time during the term of this Contract. The Contractor agrees to cooperate fully with these monitoring and inspection activities, and to ensure the cooperation of its subcontractors. Such monitoring and inspection activities may include, without limitation: onsite health and safety inspections; financial and quality/clinical audits; review of any electronic or other records developed directly or indirectly as a result of this Contract; review of electronic health record systems and associated system audit trail logs for records of Individuals covered under this Contract; review of management systems, policies and procedures; review of service authorization and utilization activities; and review of any other areas, activities or materials relevant to or pertaining to this Contract or the HIPAA Business Associate Agreement if applicable. DBHDD may require the Contractor to develop corrective action plans as appropriate. DBHDD may require such corrective action plans to include requiring the Contractor to make changes and/or ensure changes by any subcontractor in service authorization, utilization practices, and/or any activity deemed necessary by DBHDD.

PARA #119 MAINTENANCE OF INDIVIDUAL RECORDS:

(209) 05/02/2016

The Contractor agrees to maintain records of service provision for each Individual in accordance with all applicable laws, rules, regulations, Provider Manuals developed by DBHDD, DBHDD policies, and all applicable Medicaid Policies and Procedures and Medicaid waivers.

- A. The Contractor will maintain Individual records in a manner which will distinguish the Individuals whose services are delivered pursuant to this Contract from other Individuals receiving services from Contractor. The Contractor agrees to permit and assist as requested in a random sampling of Individual records by DBHDD's staff or designee to verify the eligibility of Individuals served under this Contract.
- B. The Contractor agrees to protect from unauthorized disclosure all information, records and data collected pertaining to Individuals under this Contract. Confidentiality and security shall be strictly maintained as required by State and Federal laws and requirements.
- C. The Contractor agrees to maintain sufficient records to show fiscal and program responsibilities and to maintain sufficient books, records and ledgers for the purpose of inspection, monitoring and auditing. Financial records will accurately account for expenditures of State and Federal funds in accordance with the accounting procedures as specified in Provider Manuals developed by DBHDD and applicable to the Contractor.

PARA #120 COORDINATION OF CARE:

(118) 05/01/2015

In the event that an Individual needs services outside the array of services provided by Contractor under this Contract, Contractor further agrees to contact the Georgia Crisis and Access Line at (800) 715-4225 (24/7/365 availability) for referral information to other services to help the Individual.

PARA #121 COLLECTION OF AUDIT EXCEPTIONS:

(118) 03/08/2017

The Contractor agrees that DBHDD or its authorized agent may withhold net payments (voucher deduction) equal to the amount of any overpayment, improper payment, or permissible recoupment which has been identified by an audit, notwithstanding the fact that such audit exception is made against a prior or current contract or subcontract. The Contractor may also, in DBHDD's discretion, repay DBHDD for the total exception by check.

PARA #122 SUBCONTRACTS:

(115B) 03/08/2017

- A. Except as specifically permitted by DBHDD Policy or an Annex to this Contract, Contractor may not subcontract the services covered under this Contract.
- B. In the event subcontracting is permitted, Contractor agrees to provide DBHDD a list of all subcontractors. The list shall include, at a minimum, the following information for each subcontractor: the disability or behavioral health group or groups served; the services provided; and the expected annual cost of services. The list will be submitted to DBHDD at the time this Contract is signed. The Contractor further agrees to provide an updated list of subcontractors to DBHDD at the end of each quarter or upon implementation of any changes to subcontract arrangements (including, but not limited to, Contractor's entering into any new subcontract, or the termination or expiration of any subcontract).
- C. Any subcontract of the Contractor for the provision of Individual services and/or operational services addressed in whole or in part by a Provider Manual will incorporate a verification to be signed by the subcontractor indicating the subcontractor has received and will comply with the applicable Provider Manuals and Policies. The Contractor specifically agrees to be responsible for the performance of any subcontractors and for subcontractors' compliance with applicable provisions of this Contract and the Provider Manual and Policies. The Contractor will ensure that the subcontractors both understand and abide by the provisions of this Contract, all relevant provisions of the Provider Manual and Policies, all standards, guidelines, DBHDD-issued advisories, and laws and regulations applicable to the subcontractor.
- D. Any subcontract of the Contractor will clearly state, in writing, the service or product being acquired through said subcontract, with detailed description of cost.
- E. The Contractor agrees to reimburse DBHDD or any other applicable agencies for any Federal or State audit disallowances arising from any subcontractor's performance or non-performance of duties under this Contract which are delegated to the subcontractor.
- F. If the Contractor subcontracts for the provision of any deliverables pursuant to this Contract, the Contractor must require in each subcontract, that the subcontractor(s) is required to adhere to each provision of this Contract related to the quality and quantity of the deliverables, compliance with State and Federal laws and regulations, confidentiality, including a Business Associate Agreement where applicable, auditing, including access to records, and contract administration.
- G. The Contractor shall promptly pursue, at its own expense, appropriate legal and equitable remedies against any subcontractor who fails to adhere to the Contract requirements, including but not limited to compliance with the Provider Manual or any applicable DBHDD or DCH policy. The Contractor's failure to proceed against a subcontractor will constitute a separate breach by the Contractor in which case DBHDD may pursue appropriate remedies as a result of such breach, including but not limited to termination of this Contract.
- H. If Contractor is a HIPAA Business Associate of DBHDD, Contractor must obtain a Business Associate Agreement with any and all subcontractors that create, receive, maintain or transmit protected health information (PHI) on behalf of Contractor for the work of this Contract. Such Business Associate Agreement shall be in compliance with the requirements of HIPAA regulations at 45 CFR Parts 160 and 164. Contractor shall provide copies of all such Business Associate Agreements to DBHDD upon request, and shall retain copies of such Business Associate Agreements and related documentation of compliance with HIPAA for no less than six (6) years following the termination of this Contract, the Business Associate Agreement with the subcontractor, or the conclusion of all activity under such contracts and agreements, whichever is latest.
- I. Whenever the Contractor is utilizing the services of a person or entity who is not Contractor's employee to provide reimbursable services covered by this Contract, the Contractor shall obtain a verification form signed by that person or entity affirming that the Contractor has reviewed the requirements of this Contract and all applicable DBHDD Policies and Provider Manuals with that person or entity and has instructed that person or entity as to how to access the electronic versions of DBHDD Policies and Provider Manuals. This requirement is applicable to all subcontractors, independent contractors, employees of staffing agencies, students, interns, and volunteers, and any and all others who are not employees of the Contractor. The Contractor will ensure that any such person or entity both understands and abides by all pertinent provisions of the Contract, all relevant provisions of the Provider Manual, all standards, guidelines, DBHDD-issued advisories, and laws and regulations applicable to the work of that person or entity. The Contractor shall maintain these forms and will make them available upon request to DBHDD or its authorized agent.

PARA #123 PUBLICITY:

(116) 05/22/2024

Contractors must ensure that any publicity given to the program or services provided herein identifies DBHDD as a sponsoring agency. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the Contractor. Prior approval for the materials must be received from

DBHDD's managing programmatic division/office. All media and public information materials must also be approved by DBHDD Office of Communications. In addition, the Contractor shall not display DBHDD's name or logo in any manner, including, but not limited to, display on Contractor's letterhead or physical plant, without the prior written authorization of the Office of Communications. Publicity materials shall not include photographs or identifying information of any individual unless the individual has given prior valid written authorization, which authorization shall be available to the Department upon request.

PARA #124 INVENTIONS, PATENTS, COPYRIGHTS, INTANGIBLE PROPERTY AND PUBLICATIONS:

(124) 05/02/2014

Any documents, electronic data or other material prepared or in the process of being prepared by Contractor in connection with Contractor's performance of the Services shall be deemed property of the Department and all right, title, and ownership interest in any such documents shall vest in the Department immediately upon their creation and Contractor further agrees to execute any and all documents or to take any additional actions that may be necessary in the future to fully effectuate this provision.

- A. Inventions and patents. The Contractor agrees if patentable items, patent rights, processes, or inventions are produced in the course of work supported and funded by this contract, to report such facts in writing promptly and fully to the Department. The federal agency and the Department shall determine whether protection of the invention or discovery shall be sought. The federal agency and Department will also determine how the rights to the invention or discovery, including rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Government Patent Policy.
- B. Copyrights. Except as otherwise provided in the terms and conditions of this contract, the author or the Department is free to copyright any books, publications, or other copyrightable materials developed in the course of, or under this contract. Should any copyright materials be produced as a result of this contract, the federal agency and the Department shall reserve a royalty-free nonexclusive and irrevocable right to reproduce, modify, publish, or otherwise use and to authorize others to use the work for government and Departmental purposes.
- C. Publications: All publications, including pamphlets, artwork, and reports shall be submitted to the Department on disk or electronically.

PARA #125 CONSULTANT/STUDY CONTRACT:

(118) 06/23/2022

- A. The Contractor agrees not to release any information, findings, research, reports, recommendations, or other material developed or utilized during or as a result of this contract until such time as the information has been provided to the Department, appropriately presented to the Board of Behavioral Health and Developmental Disabilities, and made a matter of public record.
- B. The Contractor further agrees that any research, study, review, or analysis of the Individuals/customers/clients served under this contract by any outside individual or organization must be conducted in conformance with Department of Behavioral Health and Developmental Disabilities [Policy 25-101, Research, Protection of Human Subjects, and Institutional Review Board \(IRB\)](#) and [Policy 25-102, Submission, Approval, and Oversight of Research Projects using DBHDD Datasets](#).
- C. All products developed/collected including raw data, databases, including code specifications, shall be the property of the Department and may be subject to review and validation by the Department prior to completion of study.

PARA #126 CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS:

(119) 05/01/2015

- A. The Contractor agrees to maintain any required city, county and State business licenses and any other special licenses required for the performance of this Contract, prior to and during the performance of this Contract. Contractor shall submit all current and renewed licenses to DBHDD. The Contractor will immediately notify DBHDD of any deficiencies noted when its facilities or programs are reviewed or surveyed by any licensing agency or authority.
- B. The Contractor is responsible to ensure that subcontractors and all employees and personnel of subcontractors are appropriately licensed.
- C. Contractor agrees to immediately notify DBHDD if any license of Contractor or any subcontractor is suspended or revoked.

PARA #127 DRUGFREE WORKPLACE:

(120) 06/23/2022

- A. If Contractor is a natural person (i.e. not a corporation or other entity), he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract.
- B. If Contractor is an entity other than a natural person (e.g. if Contractor is a corporation, limited liability company, etc.), Contractor hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102 et seq.) and that:
 1. A drug-free workplace will be provided for the Contractor's employees during the performance of this Contract; 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 (Contractor's Name), (Subcontractor's Name), certifies to (Contractor's Name) that

a drug-free workplace will be provided for the employees of (Subcontractor's Name) during the performance of this Contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3 of the Official Code of Georgia."

- C. Contractor may be suspended, terminated, or debarred if it is determined that:
1. The Contractor has made false certification hereinabove; or
 2. The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

PARA #128 TOBACCO AND SMOKE FREE ENVIRONMENT:

(126) 03/08/2017

It is the policy of the Department to provide a tobacco and smoke free environment in all its facilities where services are provided to Individuals/customers/clients. Contractor agrees that it and its employees, agents, subcontractors, and employees and agents of subcontractors shall not use any tobacco product or smoke in and/or on the grounds of any Department facilities and/or in all Department vehicles used to transport Individuals/customers/clients.

PARA #129 DEPARTMENTAL PROHIBITIONS RELATED TO:

(136C) 05/11/2004

Contractor agrees that no part of state funds contained in this contract shall be used for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, Internet, or video presentation designed to support or defeat legislation pending before the General Assembly or any committee thereof, or the approval or veto of legislation by the Governor or for any other related purposes.

PARA #130 CRIMINAL HISTORY RECORDS CHECKS REQUIREMENT FOR CONTRACTOR AND SUBCONTRACTOR:

(153) 06/23/2022

Contractor shall comply, and shall ensure that all of Contractor's subcontractors comply, with DBHDD policy [Criminal History Records Check for DBHDD Network Provider Applicants, 04-104](#).

PARA #131 AIDS POLICY:

(123) 03/08/2017

- A. Contractor agrees, as a condition to provision of services to Individuals pursuant to this Contract, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Contractor is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of the Department, as the Contractor deems necessary. The Contractor further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.
- B. Contractor agrees to comply with all laws and regulations of the state of Georgia regarding confidentiality of AIDS confidential information, including but not limited to those at O.C.G.A. § 24-12-20 and 24-12-21.
- C. Notwithstanding subparagraph A above, if the Contractor is a county board of health it agrees to comply with the Joint Advisory Notice, entitled "Protection Against Occupational Exposure to Hepatitis B Virus (HBV) and Human Immunodeficiency Virus (HIV)," dated October 30, 1987, from the Department of Labor/Department of Health and Behavioral Health and Developmental Disabilities and which has been made available to the board. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.

PARA #132 INDEMNIFICATION:

(124) 03/08/2017

- A. To the extent allowed by law, Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), DBHDD, the Department of Community Health, the Department of Administrative Services, their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, attorneys' fees caused by, growing out of, or otherwise happening in connection with this Contract, due to any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction of Contractor or on Contractor's behalf; or due to any breach of this Contract by Contractor (collectively, the "Indemnity Claims"). This indemnification extends to the successors and assigns of the Contractor, and this indemnification and release survives the termination of this Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.
- B. If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the Department of Administrative Services (collectively, the "funds"), the Contractor agrees to reimburse the Funds for such amounts paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the Contractor and its insurers waive any right of subrogation against the State of Georgia, the Indemnitees, and the Funds and insurers participating thereunder, to the full extent of this indemnification.

- C. Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved in writing by the Indemnitees.

PARA #133 CONTRACTOR ACCREDITATION/TIER 2 STANDARDS REQUIREMENTS:

(119) 05/02/2016

The Contractor agrees to maintain or obtain the required accreditation as outlined in [Accreditation and Standards Compliance Requirements for Providers of Behavioral Health Services, 01-103](#) (and comply with the standards found in [Community Medicaid Provider \(CMP\) Standards for Georgia's Tier 2 Behavioral Health Services, 01-230](#)) necessary to provide services prior to and during the performance of this contract. Contractor agrees that if it loses or fails to obtain any required accreditation or standards compliance that this contract may be terminated immediately in whole or in part.

PARA #134 QUALITY IMPROVEMENT PROGRAM, PROGRAMMATIC DATA, AND REVIEWS:

(204) 05/01/2015

- A. The Contractor agrees to follow the provisions of DBHDD's Quality Management Plans and Quality Improvement and Risk Management standards found in the applicable Provider Manual(s) and Policies. The Contractor agrees to keep on file to be reviewed upon audit or upon the request of DBHDD, the current Quality Improvement (QI) Program Plan and QI policy of the Contractor and other supporting documentation as necessary. Such program must address methods to conduct and incorporate the results of assessment of quality of services delivered, outcome-based evaluation, and satisfaction with services by the individuals served.
- B. The Contractor agrees to participate in DBHDD's quality and performance management programs and processes which may be modified during the course of the Contract period. Participation includes, but is not limited to, providing all key performance and outcome indicators of service quality and contract compliance and other required programmatic data reports within required timeframes and deadlines and facilitating DBHDD access to individuals served, program staff, treatment records, and incident/injury data.
- C. The Contractor agrees to participate in all mandatory Contractor meetings, training and technical assistance events as specified by DBHDD. This may involve training or technical assistance provided to all Contractors, to Contractors of certain services, or to an individual Contractor. This training and technical assistance is not limited to instances in which a deficiency has been identified.

PARA #135 NOTICE OF LEGAL ACTION:

(152) 06/23/2022

The Contractor agrees to provide written notice to DBHDD, at the address listed in Paragraph #103 of this Contract, of any legal action or adverse notice listed below, within ten (10) calendar days following the date the Contractor initiates or receives such notice. The notice to DBHDD shall be accompanied by a complete copy of all documents, filings, or notices filed by or received by the Contractor, and any actions, including but not limited to the following would necessitate a notice:

- A. Any action, proposed action, suit or counterclaim filed by or filed against Contractor, relating in any way to this Contract or to services delivered pursuant to this Contract;
- B. Any administrative or regulatory action or proposed action regarding its business or operations;
- C. Any denial of or withdrawal of Contractor status from Medicaid or Medicare or any payback required by Medicaid;
- D. Any claim made against the Contractor by an Individual, subcontractor or supplier, or made by the Contractor against an Individual, subcontractor or supplier, having the potential to result in litigation related in any way to this Contract;
- E. The filing of a petition in bankruptcy by the Contractor or by or against a principal subcontractor, or the insolvency of a principal subcontractor;
- F. The conviction of (i) any person who has an ownership or controlling interest in the Contractor, (ii) any subcontractor or supplier of Contractor, or (iii) any person who is an agent or managing employee of any subcontractor or supplier of Contractor, of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or Title XX of the Social Security Act; or
- G. The sale of assets, merger, or change of control of the Contractor or assignment of some or all of the Contractor's corporate functions or services. In such an event, Contractor must also comply with any applicable requirements in the Department of Community Health Medicaid Policies and Procedures manuals concerning sale of assets, merger, change of control, or assignment of corporate functions or services, including but not limited to Section 105.9 of the Part I Policies and Procedures for Medicaid/Peachcare for Kids manual (maintained by the Department of Community Health), as from time to time amended or re-numbered.

PARA #136 REPORTING CRITICAL INCIDENTS, COMPLAINTS AND GRIEVANCES:

(403) 06/23/2022

Contractor shall ensure that Individuals served are protected from abuse, neglect and exploitation and treated with dignity and respect at all times.

Contractor shall comply, and shall ensure that its subcontractors (if subcontracting is permitted hereunder) comply, with DBHDD policies [Reporting Deaths and Other Incidents in Community Services 04-106](#) and [Complaints and Grievances Regarding Community Services, 19-101](#).

PARA #137 INSURANCE:

(125) 06/23/2022

The following requirements shall be adhered to by Contractor throughout the duration of the Contract, and as may otherwise be specified herein. Contractor shall procure and maintain insurance that shall protect the Contractor and DBHDD from any claims for bodily injury, property damage, or personal injury that may arise out of operations under the Contract. Contractor shall procure the insurance policies at its own expense and shall furnish DBHDD an insurance certificate of the coverage required in this section listing DBHDD as certificate holder. In addition, the insurance certificate must provide the name and address of the insured, name, address, telephone number and signature of the authorized agent; the name of the insurance company (licensed to operate in Georgia); a description of the coverage in detailed standard terminology (including policy period, limits of liability, exclusions and endorsements); and, an acknowledgment that notice of cancellation is required to be given to DBHDD. Contractor is required to obtain and maintain the following types of insurance coverage for the duration of the Contract:

- A. Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia in Chapter 9 of Title 34 of the Official Code of Georgia Annotated. (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that Contractor qualifies to pay its own workers compensation claims). In addition, Contractor shall require all subcontractors occupying the premises or performing work under this Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage.
- B. Commercial General Liability Policy (Occurrence), to include contractual liability. The Commercial General Liability Policy shall have dollar limits sufficient to ensure there is no gap in coverage between this policy and the Commercial Umbrella Policy described below.
- C. Business Auto Policy (Occurrence) to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Contractor or Contractor's personnel in the performance of this Contract. The Business Automobile Policy shall have dollar limits sufficient to ensure that there is no gap in coverage between this policy and the Commercial Umbrella Policy required in this Contract.
- D. Commercial Umbrella Policy (Occurrence), which must provide the same or broader coverage than those provided for in the above Commercial General Liability and Business Auto Policies. Policy limits for the Commercial Umbrella Policy shall have an annual aggregate limit of \$3,000,000.00.
- E. Contractor must maintain, or must ensure that each licensed professional employed or contracted by Contractor maintains, Malpractice/Professional Liability Policy (Claims Based) with EDP, Errors and Omissions Coverage. Each such policy must provide liability limits of \$1,000,000.00 per occurrence for each licensed professional insured by the policy. For each such policy, Contractor must submit to DBHDD certificates complying with the requirements of this paragraph.

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least 60 days prior written notice has been given to DBHDD. Certificates of Insurance showing such coverage to be in force shall be filed with DBHDD prior to commencement of any work under this Contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to DBHDD. All such coverage shall remain in full force and effect during the initial term of the Contract and any renewal or extension thereof.

PARA #138 REQUESTS FOR FINANCIAL INFORMATION:

(1288) 05/22/2024

The Contractor/Provider shall fully and promptly comply with all reporting requirements and requests for information issued by the Georgia Department of Behavioral Health and Developmental Disabilities (DBHDD) or its authorized designee. The Contractor/Provider shall provide such information in the format requested by DBHDD. The Contractor/Provider shall ensure that its staff comply wholly and promptly with all requests for information. The Contractor/Provider shall comply promptly with requests by DBHDD or its authorized agent for financial information, records, and documents related to evaluating the costs of programs and services. Requested information and documentation may include, but is not limited to, information and documentation regarding (i) the Contractor's/Provider's contractual agreements, (ii) the Contractor's/Provider's personnel costs, (iii) the Contractor's/Provider's operating costs, and (iv) any party providing services that will or may be paid for by the Contractor/Provider with funds received from DBHDD, including, but not limited to, management and consulting services rendered to the Contractor/Provider.

PARA #139 STATEWIDE SEXUAL HARASSMENT PREVENTION POLICY:

(156) 05/22/2024

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 "SSHP 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.

A contractor, including its employees and subcontractors, who have violated the SSHP Policy, including but not limited to engaging in sexual harassment and/or retaliation 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.

A. If Contractor is an individual, Contractor certifies that:

1. Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <https://doas.ga.gov/sites/default/files/assets/Human%20Resources%20Administration/Sexual%20Harassment%20Prevention%20Policy/Statewide%20Sexual%20Harassment%20Prevention%20Policy%20and%20Investigation%20Procedures%20v.2.pdf>;
2. Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with Department employees; and on an annual basis thereafter; and,
3. Upon request by the Department, Contractor will provide documentation substantiating the completion of sexual harassment training.

B. If Contractor has employees or subcontractors, Contractor certifies that:

1. Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <https://doas.ga.gov/sites/default/files/assets/Human%20Resources%20Administration/Sexual%20Harassment%20Prevention%20Policy/Statewide%20Sexual%20Harassment%20Prevention%20Policy%20and%20Investigation%20Procedures%20v.2.pdf> ;
2. 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 Department premises and prior to interacting with Department employees; and on an annual basis thereafter; and
3. Upon request of the Department, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

SECTION II SPECIAL TERMS AND CONDITIONS

SECTION II A

PARA #201 DEPARTMENT AND CONTRACTOR AGREEMENTS:

(201) 03/17/2003

WITNESSETH:

WHEREAS, the Department has a need for and desires planning and design work for a new Behavioral Health Crisis Center in North Fulton County on behalf of DBHDD.

AND

WHEREAS, the Contractor has represented to the Department its willingness and ability to provide the services and/or products identified herein.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

A. The Contractor agrees to process and complete the feasibility study that will include:

1. Site investigation to determine construction feasibility
2. A conceptual design of the facility created by a 3rd party consultant
3. Compilation and review of all Georgia DBHDD requirements
4. Issuance of a Request for Proposals (RFP) for design and construction
5. Review of Fulton County's land portfolio for any suitable properties that could be donated pending approval by the Board of Commissioners

AND

- B. The Department will provide technical assistance and oversight as needed.

SECTION III CONTRACT PAYMENT PROVISIONS

PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR:

(301E) 02/23/1984

The Department will pay the Contractor the sum of **\$500,000.00**. The Contractor may request the entire contract amount to be paid in a single payment upon approval by the Department.

PARA #302 INVOICE SUBMISSION:

(306B) 04/08/1998

The Contractor agrees to submit an invoice not later than 15 working day(s) following the end of each month in accordance with the fixed rate/progress payment schedule during the term of this contract. Any invoice submitted more than 10 days following the contract termination date will not be paid by the Department. The invoice form to be used is attached to this contract as **Annex A**.

SECTION IV COMPLIANCE WITH SPECIFIC STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS

PARA #401 STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:

(401G) 05/16/2023

Contractor agrees that all work done as part of this Contract will comply fully with all administrative and other requirements established by applicable Federal and State laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules and regulations, and agrees to fully reimburse DBHDD for any loss of funds or resources resulting from non-compliance by the Contractor, its staff, agents, or subcontractor as revealed in any subsequent audits or investigations. Contractor understands that the following items specifically apply to this Contract, but do not exclude any other applicable Federal or State laws or requirements:

- A. Any rules and regulations promulgated by the Centers for Medicare and Medicaid Services or the Georgia Department of Community Health Division of Healthcare Facility Regulation that are applicable to the services offered by the Contractor under this Contract.
- B. Compliance with Security Management Process:

Upon request by DBHDD, the Contractor agrees to provide to the DBHDD Office of Information Technology (OIT) a secure network connection allowing electronic access to all Contractor's facilities that receive, transmit, store or process DBHDD electronic data. Contractor agrees to provide such connection within five (5) business days of a request from DBHDD OIT, or within fewer days if required by Federal or State law or regulation, in order for DBHDD to conduct risk analysis, risk management and information system activity reviews with regard to security of DBHDD's electronic data, as defined in the HIPAA Security Rule, 45 CFR Section 164.308 (a)(1).

- C. 45 CFR Part 75; as used in this Contract the word Contractor is synonymous with the word Sub-recipient as used in the Code of Federal Regulations.
- D. Contractors shall conduct business practices in conformity with Title XIX of the Social Security Act, 42 U.S.C. section 1396a(a)(30)(A).
- E. Compliance with Executive Orders Concerning Ethics and Lobbyist Registration:

The Contractor agrees to comply in all respects with the Governor's Executive Orders concerning ethics matters, including, but not limited to Executive Order dated April 1, 2021 (Establishing Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees) and Executive Order dated October 1, 2003 (Providing for the Registration and Disclosure of lobbyist employed or retained by vendors to State agencies). In this regard, the Contractor certifies that any lobbyist engaged to provide services has both registered and made the disclosures required by the Executive Orders.

- F. Compliance with Federal and State Immigration Laws:

- 1. The Contractor agrees that throughout the performance of all applicable work in this Contract it will remain in full compliance with all Federal and State immigration laws, including but not limited to provisions of 8 U.S.C. § 1324a and O.C.G.A. § 13-10-90 et seq. Illegal Immigration Reform and Enforcement Act of 2011, regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under Federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract (if sub-subcontracting is permitted) hereunder.

2. Contractor shall not retaliate against or take any adverse action against any employee or any subcontractor for reporting, or attempting to report a violation(s) regarding applicable immigration laws.
 3. Further, Contractor agrees to include the provisions contained in the foregoing paragraphs in each subcontract for services hereunder and to require subcontractors to include such provisions in all sub-subcontracts (if sub-subcontracts are permitted hereunder) for services hereunder.
- G. The Federal cost principles for determining allowable costs for this Contract is the OMB Supercircular "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Grants," codified at 2 C.F.R. Part 200, including Appendix VII for contracts with State and local governments. Indirect Costs charged to programs reimbursed with State or Federal Funds must be supported by an Indirect Cost plan approved by, and on file with DBHDD or an Indirect Cost Rate approved by the Contractor's Federal cognizant agency. Contractor is responsible for notifying DBHDD of any significant changes to the plan, once approved.
- H. Comply with all State and Federal laws, rules and regulations regarding each Individual's rights
- I. The federal cost principles for determining allowable costs for this contract is the OMB Supercircular "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Grants," codified at 2 C.F.R. Part 200, including Appendix VII for contracts with state and local governments.
- J. Fair Labor Standards Act of 1938, as amended.

PARA #402 AUDITS AND FINANCIAL REPORTING REQUIREMENTS:

(402A) 05/17/2023

All DBHDD Contractors are required to comply with the financial reporting requirements set forth [External Entities Audit Standards, 16-101](#). It is the responsibility of the Contractor to understand and comply with these requirements as prescribed.

Contractor further agrees to submit the required audit or financial statements in the quantities set forth below, within 180 days after the close of the Contractor's fiscal year:

One (1) electronic copy to:
[State Reporting \(https://dbhddapps.dbhdd.ga.gov/dbhddappsuser\)](https://dbhddapps.dbhdd.ga.gov/dbhddappsuser)
DBHDD Office of Internal Audit
200 Piedmont Avenue, S.E.
5th Floor, West Tower
Atlanta, Georgia 30334-9026

One (1) copy to:
State Department of Audits and Accounts
Nonprofit and Local Government Audits Division
270 Washington Street, S.W.; Suite 1-156
Atlanta, Georgia 30334-8400

Additional Financial Reporting Requirements

Contractor will protect the confidentiality of all protected health information and confidential consumer clinical record information from disclosure to auditors where reasonably possible. If such disclosure to an auditor (other than auditors employed by DBHDD or the ASO) is necessary for the audit to be conducted Contractor will obtain a Business Associate Agreement with the auditor which agreement complies with the Health Insurance Portability and Accountability Act of 1996 and its regulations (the "Privacy Rule"), 45 CFR Parts 160 and 164, to protect the confidentiality of protected health information and clinical record information. Contractor will comply with requirements of the Privacy Rule to report to the Regional Field Office any known unauthorized disclosure or redisclosure of protected health information or clinical record information arising out of or relating to any audit required hereunder and mitigate damages pursuant to the Privacy Rule.

Contractor understands that according to the provisions of this contract and as described in the Department's [External Entities Audit Standards 16-101](#) policy, failure to comply with the above audit and financial reporting requirements could be cause for DBHDD to suspend payments, to terminate this contract, to require a refund of all monies received under this contract and to prohibit the Contractor from receiving funds from any State organization for a period of twelve (12) months from the date of notification by DBHDD or the State Department of Audits and Accounts.

Contractor understands that according to the provisions of this contract, failure to comply with the above audit and financial reporting requirements could be cause for DBHDD to suspend payments and/or terminate this contract.

PARA #403 NO AMENDMENT TO CONTRACT:

(156) 04/19/2021

This Contract is being presented to Contractor for execution and will be returned to DBHDD for the signature of authorized DBHDD personnel. Subsequent to the transmission of this Contract by DBHDD to Contractor for Contractor's execution, no amendment, addition, or alteration to this Contract made by Contractor or by any other person shall be effective to amend the terms of this Contract unless such amendment, addition, or alteration is specifically and expressly accepted in writing by an authorized representative of DBHDD. The signature of this Contract by DBHDD, in itself, shall not constitute specific and express acceptance of any such amendment, addition, or alteration. By executing this Contract, Contractor certifies that Contractor has not made any amendment, addition, or alteration to this Contract as further evidenced by Contractor certification on **Annex B**.

PARA #404 ENTIRE UNDERSTANDING, CONDITIONS OF ACCEPTANCE AND MISCELLANEOUS PROVISIONS: (404) 04/29/2020

This Contract together with the annexes and all other documents incorporated by reference, represents the complete and final understanding of the parties to this Contract. No other understanding, oral or written regarding the subject matter of this Contract, may be deemed to exist or to bind the parties at the time of execution.

Contractor's acceptance of this Contract must be manifested by (i) execution of this Contract by Contractor, and (ii) the return of this Contract to DBHDD along with documentation, as requested by DBHDD in correspondence accompanying DBHDD's offer of this Contract, evidencing Contractor's compliance with insurance, licensing, credentialing, and other requirements as set forth in this Contract and in DBHDD policies and manuals. Prior to the execution of this Contract by DBHDD, DBHDD may revoke its offer of this Contract if Contractor fails to timely execute and return this Contract, or if Contractor returns this Contract without the requested documentation.

The section titles used in this Contract are for reference purposes only and shall not be deemed a part of this Contract.

Time is of the essence of this Contract.

SECTION V

PARA #501 CONTRACT ANNEX INCLUSION:

(501) 04/29/2020

This contract includes annexes as listed below, which are hereto attached:

Annex A	Invoice
Annex B	Contractor Verification Form

SIGNATURES TO CONTRACT BETWEEN
THE DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES
AND
FULTON COUNTY DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES

IN WITNESS WHEREOF, the parties have hereunto affixed signatures the day and year first above written.

CONTRACTOR EXECUTION:

Signature

Date signed by Contractor

*Typed name of individual signing Chairman,
Commission of _____ County

Date: _____

Attestor's Signature

Attestor's typed name

**Title of Attestor

*Must be Chairman or sole Commissioner
**Must be Clerk of Commission

DEPARTMENTAL EXECUTION:

**For the Commissioner of the
Department of Behavioral Health and Developmental Disabilities**

Commissioner or Authorized Designee

Date signed by the Department

ANNEX A

INVOICE

Please provide written notification of any change in address or contact person to the division or office representative.

Electronic Funds Transfer?	Yes <input type="checkbox"/> (Must have completed authorization for EFT on file.)	No <input type="checkbox"/>
Remit Checks or Remittance Advice to:		
CONTRACTOR: <u>Fulton County Department of Behavioral Health and Developmental Disabilities</u>		
ATTN: _____	CONTRACT NUMBER: _____	
ADDRESS: _____		
CITY/STATE/ZIP: _____		
CONTRACTOR'S ACCOUNT/INVOICE #: _____		

MAIL INVOICE TO:

Department of Behavioral Health and Developmental Disabilities
 Attn: _____

*Attach additional sheets if needed.

<u>Dates of Service</u>	<u>Description of Accomplishments</u>	<u>Amount</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
		TOTAL

I, the undersigned, certify that the services or products shown above have been provided according to the terms of the contract and that the payment amount claimed accurately reflects the contracted rate:

Approved for Payment:

 Contractor Signature

 Date Submitted to Division

 DBHDD Program Officer

 Date Received by Division

CONTRACTOR VERIFICATION FORM

Verification of Access to the DBHDD Provider Manuals and Policies

This is to verify that we have: (1) successfully accessed the electronic version of the [Provider Manual for Community Behavioral Health Providers](#) and the [Provider Manual for Community Developmental Disabilities Providers](#) on the Department of Behavioral Health and Developmental Disabilities' website: <http://dbhdd.georgia.gov>, and (2) successfully accessed the DBHDD PolicyStat Index and the DBHDD Policies at: <https://gadbhdd.policystat.com/>

Signature of Provider: _____ Date: _____

Contract Alterations

In order that the enclosed Contract between Contractor and DBHDD may be processed and implemented without further delay, I certify that no changes, modifications, deletions, or additions have been made to the terms and conditions of the Contract prior to submission to DBHDD for signature.

Signature of Provider: _____ Date: _____

Printed Name of Person Signing on behalf of the Provider: _____



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0653

Meeting Date: 10/2/2024

Department

Community Development

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

Request approval to (a) rescind prior 2024 Veterans Services Program (VSP) award to the non-profit (identified in Attachment "A") in the amount of \$30,000.00; and (b) reallocate the rescinded funding in the amount of \$30,000.00 to the non-profits (identified in Attachment "B").

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

Pursuant to O.C.G.A. Sec. 36-1-19.1, the Board of Commissioners may appropriate money for or the making of any grant or contribution for purely charitable purposes in the form of contracts for services, with "purely charitable purposes" meaning charitable, benevolent, or philanthropic purposes for health, education, social welfare, arts and humanities, or environmental organizations.

Pursuant to Fulton County Code Sec. 1-117, the Board of Commissioners has exclusive jurisdiction and control in directing and controlling all the property of the county, as they may deem expedient, according to law, having the care, management, keeping, collecting, or disbursement, of money belonging to the county, or appropriated for its use, making such rules and regulations for the support of the poor of the county, and for the promotion of health, as are not inconsistent with law, and to exercise such other powers as are granted by law, or are indispensable to their jurisdiction over county matters and county finances.

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 The Department of Community Development requests approval to rescind prior 2024 Veterans Services Program (VSP) award to the non-profit (identified in Attachment “A”) in the amount of \$30,000.00. The non-profit listed in Attachment “A” has declined the 2024 VSP Award because they are unable to implement the program due to budget constraints. The department therefore requests approval to reallocate the rescinded funding in the amount of \$30,000.00 to the non-profits (identified in Attachment “B”). Non-profits identified in Attachment “B” received the highest score in the 2024 VSP RFP process.

Scope of Work: The VSP program is one the County’s principal avenues for funding social services programs pursuant to the County’s Strategic Plan.

Community Impact: VSP funding will support the delivery of essential community services to Fulton County Veterans in the areas of: Health and Wellness, and Homeless and Housing.

Department Recommendation: Request approval to rescind prior 2024 Veterans Services Program (VSP) award to the non-profit (identified in Attachment “A”) in the amount of \$30,000.00. Request approval to reallocate the rescinded funding in the amount of \$30,000.00 to the non-profits (identified in Attachment “B”).

Project Implications: General funding in the amount of \$1,000,000.00 for the Veterans Services Program was approved by the Fulton County Board of Commissioners at the January 24, 2024, Second Regular Meeting (Agenda Item# 24-0051). The Board of Commissioners approved the 2024 VSP funding recommendations on August 21, 2024 (Agenda Item# 24-0545. This item is being rescinded prior to formal execution of a contract between the parties.

Community Issues/Concerns: The Department of Community Development is not aware of any community issues/concerns regarding the agenda item.

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

Total Contract Value

This Request: \$30,000.00

Fiscal Impact / Funding Source

Funding Line 1:

100-121-VSPG-1160

Attachment "A"
2024 Veterans Services Program - Declined Award

Agency Name:	Program Name:	Service Category:	2024 Declined Award Amount:
Frontline Community Services, Inc.	Frontline Community Services, Inc. VET 22 Suicide Prevention Program	Health and Wellness	\$30,000.00

1

2024 VSP Declined Award Total - \$30,000

Attachment "B"

2024 Veterans Services Program Additional Recommendations

	Agency Name:	Program Name:	Service Category:	2024 Additional Recommended Amount:
1	City of Refuge, Incorporated	Veterans Housing Programming	Homeless and Housing	\$10,000.00
2	Crossroads Community Ministries, Inc.	The Mission United Family Assistance Program (MUFA)	Homeless and Housing	\$10,000.00
3	The Society of St. Vincent de Paul Georgia, Inc.	SVdP Georgia Help for Heroes Program	Homeless and Housing	\$10,000.00

2024 VSP Additional Recommendations Total - \$30,000



FRONTLINE COMMUNITY SERVICES
4500 Hugh Howell Road, Suite 210
Tucker, Georgia 30084
(888) 638-3822
www.vet22.vet



August 30, 2024

Mr. Carlos S. Thomas, Division Manager
Fulton County Community Development
Youth & Community Services Division
137 Peachtree Street, S.W.
Atlanta, Georgia 30303

Re: 2024 Veterans Services Program (VSP) – Frontline Community Services, Inc. VET 22 Suicide Prevention Program Award

Dear Mr. Carlos Thomas:

As Frontline Community Services, Inc. eagerly anticipated facilitating our 2024 VET 22 Suicide Prevention Program this fall, we regret to inform you that we are not in an appropriate position to accept the award presented by your noteworthy organization. Due to your endowment last year, we were fortunate to deliver a compelling suicide prevention program. The outcome was beyond measure, resulting in a profound impact on the lives of our Veteran participants. Due to budget constraints, we are unable to fulfill the necessary obligations to adequately meet the needs of our Veteran recipients this year.

We appreciate The Fulton County Board of Commissioners and The Fulton County Community Development Division for taking our application into careful consideration. We will be forever indebted.

On behalf of our Frontline VET 22 Team, thank you for your insurmountable and continued efforts to improve the lives of those who made the ultimate sacrifice for all of us - our U.S. Military Veterans.

Respectfully,

Alycia Robinson

Alycia Robinson, Executive Director
(888) 884-7066 – office
(404) 428-3804 – mobile

www.Vet22.vet

frontline@flinecs.org



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0611

Meeting Date: 10/2/2024

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

Request approval of an Ordinance amending Part 1, Subpart B, Chapter 102 - Administration, Article I, Sec. 101-68 - Decorum, of the Code of Laws of Fulton County, Georgia Relating to Rules of Decorum Governing Meetings of the Board of Commissioners; and for other purposes. **(Pitts)**
(HELD ON 9/18/24)

Proposed Amendments to Rules of Decorum F.C.C. Sec. 101-68

Sec. 101-68. - Decorum.

(a) Rules of Decorum

- (1) All commissioners and all staff members shall dress in professional business attire when participating during board of commissioners meetings.
- (2) Cellular phone conversations are prohibited in the auditorium while a Board of Commissioners meeting is in open session.
- (3) All commissioners and all staff members shall treat each other and the public in a dignified, courteous and respectful manner; value all opinions; be tolerant of others and; recognize that disrespectful behavior damages the perception of the county.
- (4) All commissioners shall use decorous language in addressing fellow commissioners and staff, including addressing staff by official titles, and shall make no personal attack or personally derogatory remark to or about any commissioner or staff member.
- (5) Use of obscene or profane language is prohibited and shall constitute a breach of decorum.
- (6) Commissioners seeking information from staff shall do so within the confines of proper decorum.
- (7) A commissioner shall not speak during a meeting until recognized by the chair and likewise shall not interrupt another commissioner's remarks. All comments made by a commissioner during a meeting shall directly address the motion or item being discussed.
- (8) Any commissioner shall have the right to express dissent from or protest against any resolution or action of the board and have the reason entered into the minutes.
- (9) No commissioner shall make or cause to be made any defamatory statement about another commissioner. The phrase "defamatory statement" as used herein is defined by Georgia law and includes the statutory definitions outlined in O.C.G.A. §§ 51-5-1 and 51-5-4.

(10) No commissioner shall engage in behavior, or take private action that knowingly violates their oath of office, negatively impacts the public trust of Fulton County Government, or compromises the reputation of the board of commissioners, including criminal acts and acts of moral turpitude. A violation of this sub-section is deemed established by a court order or judgment in a judicial or quasi-judicial proceeding finding facts that would constitute a violation, or by a commissioner's admission on the record in such a proceeding, or by a commissioner's written or recorded public admission of such facts.

(b) Conflicts of Interest

- (1) Commissioners shall announce potential conflicts of interest before a vote on proposed board action is taken.
- (2) Commissioners shall comply with the conflicts of interest policy and all applicable laws and code of ethics codified in sections 2-66 through 2-79.

(c) Enforcement.

- (1) The chair shall enforce the rules of decorum.
- (2) Violation by a commissioner during a Board of Commissioners Meeting
 - a. If a commissioner believes another member has violated a particular rule of decorum, he or she, upon recognition by the chair, may raise a point of order. Another commissioner need not second that point of order before the issue can be considered.
 - b. Upon the raising of the point of order, the chair may rule on the issue or may allow the entire board to decide the issue by a majority vote.
 - c. In the event the chair is the board member alleged to have violated a particular rule of decorum, the duties assigned to the chair in this subsection shall be performed by the vice-chair.
 - d. If the point of order is decided by majority vote of the entire board and a violation is found, the Clerk to the Commission will automatically place the matter on the agenda for the next regularly scheduled meeting of the Board of Commissioners so that the Commissioner found or alleged to be in violation will have an

opportunity to be heard before the Board considers and votes on the imposition of penalties under subsection (d) of this Code.

e. The penalties provided in subsection (d) of this section may be imposed only where the following conditions are met:

1. The issue raised by the point of order is considered by all of the board members present;
2. The commissioner found or alleged to have committed the violation is provided written or oral notice of the alleged violation, which requirement is satisfied by the publication of a meeting agenda prior to a Board of Commissioners meeting at which the commissioner found or alleged to be in violation will have the opportunity to be heard;
3. The commissioner alleged to have committed the violation is provided an opportunity to be heard by the other members of the board in defense of the charge; and
4. Five members of the board affirmatively vote to (i) find the violation occurred; and (ii) impose the penalty.

(3) Violation by a commissioner outside of a board of commissioners meeting

a. If a commissioner believes another member has violated subsection (a)(10) of this Code, he or she, may introduce a resolution naming the commissioner alleged to have committed a violation and describing the actions alleged to have violated specific rules of decorum and the penalties sought provided in subsection (d) of this section to be imposed upon the offending commissioner.

b. The penalties provided in subsection (d) of this section may be imposed only where the following conditions are met:

1. The resolution is limited to discussion only during meeting in which it is introduced;
2. The commissioner alleged to have committed the violation is provided written or oral notice of the alleged violation;

3. The commissioner alleged to have committed the violation is provided an opportunity to be heard by other members of the board in defense of the charge; and

4. Five members of the board affirmatively vote to (i) approve the resolution; and (ii) impose the penalty sought within the censure resolution.

(4) Violation by a staff member during a board of commissioners meeting

a. If a commissioner believes a staff member has violated a particular rule of decorum, he or she, upon recognition by the chair, may raise a point of order. Another commissioner must second that point of order before the issue can be considered.

b. Upon the raising of the point of order, the chair may rule on the issue or may allow the entire board to decide the issue by a majority vote.

c. The penalties provided in subsection (d) of this section may be imposed only where the following conditions are met:

1. The issue raised by the point of order is considered by the entire board;

2. The staff member alleged to have committed the violation is provided written or oral notice of the alleged violation;

3. The staff member alleged to have committed the violation is provided an opportunity to be heard by the other members of the board in defense of the charge; and

4. Five members of the board affirmatively vote to (i) find the violation occurred; and (ii) impose the penalty.

(d) *Penalties.*

(1) For each violation of this section, the violator may be subject to the following penalties:

a. *Administrative sanction.*

1. For a first violation by the violator of this section, the board may impose upon the violator an administrative sanction in an amount not to exceed \$500.00.
2. For a second violation by the violator of this section that occurs within 12 months after a first violation by him or her, the board may impose upon the violator an administrative sanction in an amount not to exceed \$1,000.00.
3. For a third (or subsequent) violation by the violator of this section that occurs within 12 months after the first violation by him or her, the board may impose upon the violator an administrative fine in an amount not to exceed \$2,000.00.
4. A second violation of this section by a violator that occurs more than 12 months after a prior violation by him or her shall be treated as a first violation under subsection (d)(1a.1).
5. The Finance Department shall deduct the monetary value of the administrative sanction from the violator's paycheck for the next pay period occurring after the imposition of the sanction.

b. *Public reprimand.* The board may publicly reprimand the violator for the offending conduct, which may be an official censure/reprimand expressing the board's displeasure with the offending conduct. In the event the violator is a member of the board, such censure/reprimand shall not have any legal effect on that member's ability to continue to serve as a member of the board.

c. *Denial of future legal defense.* In the case of a violation for making or causing a defamatory statement to be made about another commissioner, in addition to the sanctions herein, the board may also subject the violator to preemptive denial of all requests for legal representation in any civil or administrative proceeding against him or her individually arising out of the defamatory statement made.

(2) The penalties provided in this subsection are not mutually exclusive. The board, in its discretion, may impose any combination of the penalties for a violation of this section.

(3) The penalties stated in this subsection are in addition to (and do not replace, limit or otherwise alter) any other lawful power provided to the commission under Georgia law, the Fulton County Code of Laws, or Robert's Rules of Order, Newly Revised.

(4) For purposes of this section, any of the following actions by a commissioner or a staff member supports a decision that said person violated provisions of subsection ~~(e)~~(1)(a):

- a. Conduct that a reasonable person would find to be hostile, offensive, intimidating humiliating or threatening and is unrelated to a governance or public policy issue presently before the board;
- b. Conduct that constitutes unlawful harassment or discrimination in violation of state or federal law or this Code;
- c. Conduct that references sexual acts, bodily functions or demeans groups of people due to their religious beliefs or race; that is inherently inappropriate for a formal proceeding before the board; and that a reasonable person would find is vulgar, profane or obscene;
- d. Conduct that would tend to incite violence;
- e. Conduct that falsely disparages the character or reputation of another commissioner or a county employee; or
- f. Any other conduct undertaken for the purpose of disrupting or undermining the order of any meeting or formal proceeding before the commission.

(a) —*General expectations.*

(1) — Sec. 101-68. - Decorum.

(a) Rules of Decorum

(1) All commissioners and all staff members shall dress in professional business attire when participating during board of commissioners meetings.

(2) Cellular phone conversations are prohibited in the auditorium while a Board of Commissioners meeting is in open session.

(3) All commissioners and all staff members shall treat each other and the public in a dignified, courteous and respectful manner; value all opinions; be tolerant of others and; recognize that disrespectful inappropriate behavior damages the perception of the county.

(4) All commissioners shall use decorous language in addressing fellow commissioners and staff, including addressing staff by official titles, and shall make no personal attack or personally derogatory remark to or about any commissioner or staff member.

(5) Use of obscene or profane language is prohibited and shall constitute a breach of decorum.

(6) ~~(2)~~ — Commissioners seeking information from staff shall do so within the confines of proper decorum.

(7) ~~(3)~~ — A commissioner shall not speak during a meeting until recognized by the chair and likewise shall not interrupt another commissioner's remarks. All comments made by a commissioner during a meeting shall directly address the motion or item being discussed.

(8) ~~(4)~~ — Any commissioner shall have the right to express dissent from or protest against any resolution or action of the board and have the reason entered into the minutes.

(9) ~~(5)~~ — No commissioner shall make or cause to be made any defamatory statement about another commissioner. The phrase "defamatory statement" as used herein is defined by Georgia law and includes the statutory definitions outlined in O.C.G.A. §§ 51-5-1 and 51-5-4.

(10) No commissioner shall engage in behavior, or take private action that knowingly violates their oath of office, negatively impacts the public trust of Fulton County Government, or compromises the reputation of the board of commissioners, including criminal acts and acts of moral turpitude. A violation of this sub-section is deemed established by a court order or judgment in a judicial or quasi-judicial proceeding finding facts that would constitute a violation, or by a commissioner's admission on the record in such a proceeding, or by a commissioner's written or recorded public admission of such facts.

(b) Conflicts of Interest

(1) Commissioners shall announce potential conflicts of interest before a vote on proposed board action is taken.

(2) Commissioners shall comply with the conflicts of interest policy and all applicable laws and code of ethics codified in sections 2-66 through 2-79.

(c) ~~(b)~~—Enforcement.

(1) ~~(+)~~—The chair shall enforce the rules of decorum.

(2) ~~(2)~~—Violation by a commissioner during a Board of Commissioners Meeting.

a. ~~a.~~—If a commissioner believes another member has violated a particular rule of decorum, he or she, upon recognition by the chair, may raise a point of order. Another commissioner need not second that point of order before the issue can be considered.

b. ~~b.~~—Upon the raising of the point of order, the chair may rule on the issue or may allow the entire board to decide the issue by a majority vote.

c. ~~c.~~—In the event the chair is the board member alleged to have violated a particular rule of decorum, the duties assigned to the chair in this subsection shall be performed by the vice-chair.

d. If the point of order is decided by majority vote of the entire board and a violation is found, the Clerk to the Commission will automatically place the matter on the agenda for the next regularly scheduled meeting of the Board of Commissioners so that the Commissioner found or alleged to be in violation will have an

opportunity to be heard before the Board considers and votes on the imposition of penalties under subsection (d) of this Code.

e. —The penalties provided in subsection (d) of this section may be imposed only where the following conditions are met:

1. 1.—The issue raised by the point of order is considered by all of the ~~entire~~ board members present;

2. 2.—The commissioner found or alleged to have committed the violation is provided written or oral notice of the alleged violation, which requirement is satisfied by the publication of a meeting agenda prior to a Board of Commissioners meeting at which the commissioner found or alleged to be in violation will have the opportunity to be heard;

3. 3.—The commissioner alleged to have committed the violation is provided an opportunity to be heard by the other members of the board in defense of the charge; and

4. 4.—Five members of the board affirmatively vote to (i) find the violation occurred; and (ii) impose the penalty.

(3) Violation by a commissioner outside of a board of commissioners meeting

a. If a commissioner believes another member has violated subsection (a)(10) of this Code, he or she, may introduce a resolution naming the commissioner alleged to have committed a violation and describing the actions alleged to have violated specific rules of decorum and the penalties sought provided in subsection (d) of this section to be imposed upon the offending commissioner.

b. The penalties provided in subsection (d) of this section may be imposed only where the following conditions are met:

1. The resolution is limited to discussion only during meeting in which it is introduced;

2. The commissioner alleged to have committed the violation is provided written or oral notice of the alleged violation;

3. The commissioner alleged to have committed the violation is provided an opportunity to be heard by other members of the board in defense of the charge; and

4. Five members of the board affirmatively vote to (i) approve the resolution; and (ii) impose the penalty sought within the censure resolution.

(4) (3)—Violation by a staff member during a board of commissioners meeting:

a. a.—If a commissioner believes a staff member has violated a particular rule of decorum, he or she, upon recognition by the chair, may raise a point of order. Another commissioner must second that point of order before the issue can be considered.

b. b.—Upon the raising of the point of order, the chair may rule on the issue or may allow the entire board to decide the issue by a majority vote.

c. e.—The penalties provided in subsection (de) of this section may be imposed only where the following conditions are met:

1. +.—The issue raised by the point of order is considered by the entire board;

2. 2.—The staff member alleged to have committed the violation is provided written or oral notice of the alleged violation;

3. 3.—The staff member alleged to have committed the violation is provided an opportunity to be heard by the other members of the board in defense of the charge; and

4. 4.—Five members of the board affirmatively vote to (i) find the violation occurred; and (ii) impose the penalty.

(d) (e)—Penalties.

(1) (+)—For each violation of this section, the violator may be subject to the following penalties:

a. a.—*Administrative sanction.*

1. 1.—For a first violation by the violator of this section, the board may impose upon the violator an administrative sanction in an amount not to exceed \$500~~250~~.00.

2. 2.—For a second violation by the violator of this section that occurs within 12 months after a first violation by him or her, the board may impose upon the violator an administrative sanction in an amount not to exceed \$1,000~~500~~.00.

3. 3.—For a third (or subsequent) violation by the violator of this section that occurs within 12 months after the first violation by him or her, the board may impose upon the violator an administrative fine in an amount not to exceed \$2~~1~~,000.00.

4. 4.—A second violation of this section by a violator that occurs more than 12 months after a prior violation by him or her shall be treated as a first violation under subsection (d)(1 a.)~~(1 a.)~~.

5. The Finance Department shall deduct the monetary value~~s~~. ~~Within 20 days of the administrative imposition of any sanction from imposed under this subsection, the violator shall deposit into the~~ violator's paycheck for ~~general fund of Fulton County monies equaling the next pay period occurring after the imposition of the entire amount of that~~ sanction.

b. b.—*Public reprimand.* The board may publicly reprimand the violator for the offending conduct, which may be an official censure/reprimand expressing the board's displeasure with the offending conduct. In the event the violator is a member of the board, such censure/reprimand shall not have any legal effect on that member's ability to continue to serve as a member of the board.

c. e.—*Denial of future legal defense.* In the case of a violation for making or causing a defamatory statement to be made about another commissioner, in addition to the sanctions herein, the board may also subject the violator to preemptive denial of all requests for legal representation in any civil or administrative proceeding against him or her individually arising out of the defamatory statement made.

(2) (2)—The penalties provided in this subsection are not mutually exclusive. The board, in its discretion, may impose any combination of the penalties for a violation of this section.

(3) ~~(3)~~—The penalties stated in this subsection are in addition to (and do not replace, limit or otherwise alter) any other lawful power provided to the commission under Georgia law, the Fulton County Code of Laws, or Robert's Rules of Order, Newly Revised.

(4) ~~(4)~~—For purposes of this section, any of the following actions by a commissioner or a staff member supports a decision that said person violated provisions of subsection ~~(e)(1)(a)~~:

a. ~~a.~~—Conduct that a reasonable person would find to be hostile, offensive, intimidating humiliating or threatening and is unrelated to a governance or public policy issue presently before the board;

b. ~~b.~~—Conduct that constitutes unlawful harassment or discrimination in violation of state or federal law or this Code;

c. ~~e.~~—Conduct that references sexual acts, bodily functions or demeans groups of people due to their religious beliefs or race; that is inherently inappropriate for a formal proceeding before the board; and that a reasonable person would find is vulgar, profane or obscene;

d. ~~d.~~—Conduct that would tend to incite violence;

e. ~~e.~~—Conduct that falsely disparages the character or reputation of another commissioner or a county employee; or

f.—Any other conduct undertaken for the purpose of disrupting or undermining the order of any meeting or formal proceeding before the commission.

~~(93-RC 701, Rule 8, 1-5-94; Ord. No. 21-0582, 9-1-21; Ord. No. 22-0329, 5-4-22)~~

1 AN ORDINANCE TO REPEAL AND REPLACE PART I, SUBPART B, CHAPTER 101
2 (GENERAL PROVISIONS AND COUNTY GOVERNING AUTHORITY), ARTICLE II
3 (COUNTY GOVERNING AUTHORITY), DIVISION 2 (RULES OF ORDER AND
4 PROCEDURE), SECTION 101-68 (DECORUM) OF THE FULTON COUNTY CODE OF
5 ORDINANCES, TO ADD ADDITIONAL RULES OF DECORUM; TO INCREASE
6 PENALTIES FOR VIOLATION OF THE RULES OF DECORUM; TO PROVIDE A
7 MECHANISM FOR PAYMENT OF ADMINISTRATIVE SANCTIONS; AND FOR OTHER
8 PURPOSES.
9

10 WHEREAS, the duly elected governing authority of Fulton County, Georgia (the
11 "County") is the Fulton County Board of Commissioners (the "Board"); and

12 WHEREAS, the Board has authority, pursuant to the Constitution of the State of
13 Georgia, Article 9, Sec. 2 ¶ 1(a), to adopt reasonable ordinances, resolutions, or
14 regulations relating to the County's affairs for which no provision has been made by
15 general law and which is not inconsistent with the Constitution or any local law applicable
16 thereto; and

17 WHEREAS, in conformity with the provisions of the Open Meetings Act, O.C.G.A.
18 § 50-14-1 *et seq.*, the Board enacted certain provisions of its Rules of Order and
19 Procedure (the "Rules") at its Regular Meeting on January 5, 1994, with said regulations
20 being codified in Chapter 101 (General Provisions and County Governing Authority),
21 Article II (County Governing Authority), Division 2 (Rules of Order and Procedure) of the
22 Fulton County Code of Ordinances ("F.C.C.") as Section 101-61 *et seq.*; and

23 WHEREAS, on May 4, 2022, via Agenda Item 22-0329, the Board last modified its
24 Rules, specifically the text of F.C.C. Sec. 101-68 (Decorum), to add an express prohibition
25 against defamatory statements and to authorize the imposition of a penalty for violation
26 of said provision; and

27 WHEREAS, the Board seeks to encourage an environment of respect,
28 professionalism and civility through its conduct and to provide a positive representation

of the County, its officials and employees to its citizens and the public at large both during its Board meetings and outside of official Board meetings; and

WHEREAS, the Board finds that certain conduct, including having cellular phone conversations in the auditorium where its meetings are conducted during open session, impedes the Board's ability to conduct its meetings professionally, respectfully and efficiently; and

WHEREAS, the Board continues to recognize the need for clear and enforceable guidelines dictating what is appropriate conduct by each member of the Board of Commissioners during official meetings, as well as the need to enforce the penalties imposed for engaging in prohibited conduct; and

WHEREAS, the Board desires to repeal and replace F.C.C. Sec. 101-68 (Decorum) to specify additional conduct that it deems disruptive and inappropriate for its members and to discourage such conduct by increasing the penalties currently imposed for violation of the Board's decorum guidelines; and

WHEREAS, F.C.C. Sec. 101-68 (Decorum), as currently amended, does not specify the mechanism for payment of administrative sanctions; and

WHEREAS, the Board seeks to encourage continued compliance with F.C.C. Sec. 101-68, and to ensure enforcement of all its provisions, including timely payment of administrative sanctions imposed; and

WHEREAS, the Board finds that it is in the best interest of its citizens to repeal and replace F.C.C. Sec. 101-68 to provide that its Finance Department shall deduct payment of administrative sanctions from the paycheck of the violator for operational efficiency.

NOW, THEREFORE, BE IT ORDAINED, that the Fulton County Board of Commissioners hereby repeals Section 101-68 of the Fulton County Code of Ordinances (Decorum) in its entirety, and replaces it with a new Section 101-68, attached as **Exhibit A**.

BE IT FINALLY ORDAINED, that this Ordinance shall become effective when passed and adopted, and that all ordinances and resolutions and parts of ordinances and resolutions in conflict with this Ordinance are hereby repealed to the extent of the conflict.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County,
Georgia this 18th day of September, 2024.

FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

Robert L. Pitts, Chairman (At-Large)

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.: 24-0654

Meeting Date: 10/2/2024

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

Request approval of a Resolution to designate a resignation procedure for appointed members of the Boards, Commissions, Taskforces, Committees, Councils and authorities created under the authority of the Fulton County Board of Commissioners; and for other purposes. **(Pitts)**

1 **A RESOLUTION TO DESIGNATE A RESIGNATION PROCEDURE FOR APPOINTED**
2 **MEMBERS OF THE BOARDS, COMMISSIONS, TASKFORCES, COMMITTEES,**
3 **COUNCILS AND AUTHORITIES CREATED UNDER THE AUTHORITY OF THE**
4 **FULTON COUNTY BOARD OF COMMISSIONERS; AND FOR OTHER PURPOSES.**
5

6 **WHEREAS**, the duly elected governing authority of Fulton County, Georgia is the
7 Fulton County Board of Commissioners (“BOC”); and

8 **WHEREAS**, pursuant to the BOC’s home rule powers found at GA CONST Art. 9,
9 § 2, ¶ I(a), the BOC is authorized to create boards, commissions, taskforces, committees,
10 councils, and authorities; and

11 **WHEREAS**, a resignation procedure for members appointed by the BOC
12 (“appointed members”) is not provided in the enabling legislation of all said boards,
13 commissions, taskforces, committees, councils, and authorities; and

14 **WHEREAS**, the BOC desires to provide a resignation procedure for its appointees
15 to said boards, commissions, taskforces, committees, councils, and authorities; and

16 **WHEREAS**, under section (a) of the BOC’s home rule powers, the BOC has
17 authority to adopt reasonable ordinances, resolutions, or regulations relating to the
18 County’s affairs for which no provision has been made by general law and which are not
19 inconsistent with the Constitution or any local law applicable thereto.

20 **NOW, THEREFORE, BE IT RESOLVED**, that appointed members of the boards,
21 commissions, taskforces, committees, councils and authorities, created pursuant to the
22 Fulton County Board of Commissioners’ home rule powers found at GA CONST Art. 9, §
23 2, ¶ I(a), who are unable or do not wish to continue serving shall resign in writing via a
24 resignation letter that (1) indicates the effective date of the resignation, and (2) is
25 submitted to the Clerk to the Commission who shall promptly notify the Board of
26 Commissioners of the vacancy created by the resignation.

BE IT FURTHER RESOLVED, that this Resolution shall become effective upon its adoption and shall apply to all current and future boards, commissions, taskforces, committees, councils and authorities created under Fulton County's home rule powers.

BE IT FINALLY RESOLVED, that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County,
Georgia, this 2nd day of October 2024.

FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

Robert L. Pitts, Chairman (At Large)

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.: 24-0655

Meeting Date: 10/2/2024

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

Request approval of a Resolution to ensure free accessibility to Fulton County records by County officials and employees as needed to fulfill their public duties and functions; and for other purposes.
(Thorne)

1 **A RESOLUTION TO ENSURE FREE ACCESSIBILITY TO FULTON COUNTY**
2 **RECORDS BY COUNTY OFFICIALS AND EMPLOYEES AS NEEDED TO FULFILL**
3 **THEIR PUBLIC DUTIES AND FUNCTIONS; AND FOR OTHER PURPOSES.**
4

5 **WHEREAS**, Fulton County, Georgia, in the fulfillment of its governmental
6 functions, creates, maintains and possesses certain records; and

7 **WHEREAS**, the Georgia Open Records Act, O.C.G.A. Sec. 50-18-70 *et seq.*,
8 governs which government records are to be open for public inspection, copying and
9 production; and

10 **WHEREAS**, Personnel Policy 323-16 and Fulton County Policy 600-55 limit
11 County officials' and employees' access to Fulton County records to Open Records Act
12 requests when the request is for personal use and not requesting documents from one's
13 own personnel file; and

14 **WHEREAS**, County records should be freely accessible to County officials and
15 employees in the normal course of their job duties as needed for legitimate business
16 purposes and/or pursuant to directives from their supervisors without the need for an
17 Open Records Act request; and

18 **WHEREAS**, the Board of Commissioners finds that Fulton County records created
19 and maintained by Fulton County should be made freely accessible to its officials and
20 employees when the records are needed to perform their public duties and functions; and

21 **WHEREAS**, Fulton County has various boards, commissions, taskforces,
22 committees, councils and authorities to which the Board of Commissioners appoints
23 members; and

24 **WHEREAS**, these boards, commissions, taskforces, committees, councils and
25 authorities to which the Board of Commissioners makes appointments fulfill a vital role in
26 supporting and furthering the interests of Fulton County and its citizens; and

27 **WHEREAS**, the Board of Commissioners also recognizes that the access of these
28 boards, commissions, taskforces, committees, councils and authorities to which the
29 Board of Commissioners makes appointments to Fulton County records relevant to their
30 public duties is often necessary for these members to fulfill their public functions on behalf
31 of the citizens of Fulton County; and

32 **WHEREAS**, under section (a) its home rule powers found at GA CONST Art. 9, §

2, ¶ 1(a), the Board of Commissioners has authority to adopt reasonable ordinances, resolutions, or regulations relating to the County's affairs for which no provision has been made by general law and which are not inconsistent with the Constitution or any local law applicable thereto.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby clarifies that members of boards, commissions, taskforces, committees, councils and authorities to which the Board of Commissioners makes appointments shall have access to Fulton County records in the same manner as Fulton County officials and employees as needed in the fulfillment of their public duties and functions.

BE IT FURTHER RESOLVED, that it is not the intent of this Resolution to remove privileges or confidentiality applicable to any Fulton County records or to grant access to such records by any Fulton County official, employee or member of a board, commission, taskforce, committee, council and authority to which the Board of Commissioners makes appointments, that they would not otherwise have due to such privilege or confidentiality.

BE IT FURTHER RESOLVED, that upon a Fulton County official's or employee's receipt of a request for Fulton County records from a member of a board, commission, taskforce, committee, council and authority to which the Board of Commissioners makes appointments, and after a legal determination that the requested records are not otherwise privileged nor confidential, the Fulton County official or employee must provide the requested Fulton County records free of charge as quickly as practicable.

BE IT FURTHER RESOLVED, that this Resolution is solely to clarify the internal access of Fulton County officials and employees—including members of boards, commissions, taskforces, committees, councils and authorities to which the Board of Commissioners makes appointments—whose access to County records is necessary to the performance their public duties and functions and shall not be construed as supplanting the requirements for private parties under the Georgia Open Records Act.

BE IT FINALLY RESOLVED, that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

64 **SO PASSED AND ADOPTED**, this 2nd day of October, 2024.

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67 **BOARD OF COMMISSIONERS OF**
68 **FULTON COUNTY**

69

70 Sponsored by:

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73 _____
74 Bridget Thorne, Commissioner
75 District 1

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81 Attest:

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85 _____
86 Tonya R. Grier
87 Clerk to the Commission

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92 Approved as to Form:

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96 _____
97 Y. Soo Jo
 County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0656

Meeting Date: 10/2/2024

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

Request approval of a Resolution that any unbudgeted financial impact to Fulton County resulting from failure to comply with the Purchasing Code and other procurement requirements shall be deducted from the budget of the noncompliant department, office, Constitutional Officer, or Elected Official, or offset by reduction to subsequent fiscal year budgets; and for other purposes.

(Abdur-Rahman)

1 **A RESOLUTION THAT ANY UNBUDGETED FINANCIAL IMPACT TO FULTON**
2 **COUNTY RESULTING FROM FAILURE TO COMPLY WITH THE PURCHASING CODE**
3 **AND OTHER PROCUREMENT REQUIREMENTS SHALL BE DEDUCTED FROM THE**
4 **BUDGET OF THE NONCOMPLIANT DEPARTMENT, OFFICE, CONSTITUTIONAL**
5 **OFFICER OR ELECTED OFFICIAL, OR OFFSET BY REDUCTION TO SUBSEQUENT**
6 **FISCAL YEAR BUDGETS; AND FOR OTHER PURPOSES.**

7
8 **WHEREAS**, Fulton County, Georgia, (the "County") is a political subdivision of the
9 State of Georgia, existing as such under and by the Constitution, statutes, and laws of
10 the State; and

11 **WHEREAS**, the Fulton County Board of Commissioners is the governing authority
12 of the County, elected by the qualified electors of Fulton County and vested with fiscal
13 and legislative responsibilities necessary to manage the affairs of the County and its
14 services to the public; and

15 **WHEREAS**, all departments and offices within the County and all constitutional
16 officers or elected officials whose budgets are determined and approved by the Board of
17 Commissioners are required to follow the Purchasing Code (Fulton County Code of Laws,
18 § 102-351 *et seq.*) and the Purchasing Requirements (Standard Operating Procedures,
19 rules, and other processes adopted by the Purchasing Department) when obtaining
20 goods and services; and

21 **WHEREAS**, despite these obligations, County departments, offices, constitutional
22 officers or elected officials have sometimes not followed the Purchasing Code and
23 Purchasing Requirements, which has resulted in unbudgeted financial impact to the
24 County; and

25 **WHEREAS**, the Board of Commissioners finds it to be in the best interest of the
26 County to utilize the Purchasing Code and Purchasing Requirements to uniformly obtain
27 all goods and services, and that any unbudgeted financial impact from failure to follow the

Purchasing Code or Purchasing Requirements should be deducted from the budget of the noncompliant department, office, constitutional officer or elected official, or offset by reduction to subsequent fiscal year budgets; and

WHEREAS, pursuant to Fulton County Code § 1-117, the Board of Commissioners has the authority to exercise such powers that are indispensable to their jurisdiction over county matters and county finances.

NOW, THEREFORE, BE IT RESOLVED, that any unbudgeted financial impact resulting from a County department, office, constitutional officer or elected official failing to follow the Purchasing Code or the requirements of the Purchasing Department—including but not limited to interest, late fees for lack of payment, penalties, fines, judgments, or attorney’s fees—shall be deducted from the budget of the noncompliant department, office, constitutional officer or elected official, or offset by reduction to subsequent fiscal year budgets.

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

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, this 2nd day of October, 2024.

**FULTON COUNTY BOARD OF
COMMISSIONERS**

SPONSORED BY:

Khadijah Abdur-Rahman, Vice Chair
District 6

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3 **ATTEST:**
4
5

6 _____
7 Tonya R. Grier
8 Clerk to the Commission
9

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11
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13 **APPROVED AS TO FORM:**
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15

16 _____
17 Y. Soo Jo
18 County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0614

Meeting Date: 10/2/2024

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

Discussion: Sheriff's Office Outstanding Invoices **(Pitts) (HELD ON 9/18/24)**

Reference item #24-0579:

A motion was made by Commissioner Arrington and seconded by Commissioner Hall, to allocate the \$2.137 million to the Sheriff's Office.

Motion to Approve Failed on 9/4/24

Item #24-0614

Outstanding Vendor Payments and Budget Request of the FCSO

September 18, 2024



Outstanding Vendor Payments and additional Budget Requests

Name of Entity	What is Outstanding?	Remaining after Pmt/Additional Budget Request
Strategic Security Corp	\$ 1,404,798.54	\$ -
LEO Tech	643,275.46	-
Allied (Building Security)	115,866.30	228,317.40
Axon	85,692.05	363,331.60
Amount Owed to Others for services provided	\$ 2,249,632.35	\$ 591,649.00
Other Expenses Not in the Sheriff's 2024 Budget		
Jail Counselors Previously Paid from Inmate Welfare Fund	\$ -	131,496.82
Emergency Food Service Provided to staff at all FCS jail facilities	111,553.71	-
Complete Contracting Partners, LLC- Cleaning Services at Boyd Elementary	9,723.18	-
Overtime- Projection	-	3,015,000.00
Amount of Other Expenses Not in Sheriff's 2024 Budget	\$ 121,276.89	\$ 3,146,496.82
Total Combined Owed and Other	\$ 2,370,909.24	\$ 3,738,145.82
Allied invoices paid by the Police Dept (confirmed 9/4/24)	\$ 115,866.30	
Outstanding balance after Police Payment	\$ 2,255,042.94	A
Funds available in Non Agency		
Funding set aside for Jail Double Overtime	\$ 2,137,496.00	B
Outstanding invoices for services rendered - Source from Inmate Services Unit	\$ 117,546.94	A-B



Recommendation

- Use funds set aside in non agency for jail double overtime to cover what is currently outstanding with vendors (pay from non agency)
- Source additional funds required to cover outstanding invoices for services rendered from then inmate services unit
- Strategic Security Corp has cancelled contract and no additional resources will be required
- Leo Tech has cancelled service and no additional resources will be required
- Sheriff to use funded vacancies to fill security specialist to staff towers
- All other costs to be considered in 2025 budget





QUESTIONS



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0615

Meeting Date: 10/2/2024

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

Discussion: Inmate Phone Contract & Jail Commissary Contract **(Pitts) (HELD ON 9/18/24)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0658

Meeting Date: 10/2/2024

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

Discussion: Update of activities of the City of Atlanta and Fulton County Recreation Authority (AFCRA). **(Arrington)**

**The City of Atlanta and Fulton County Recreation Authority (“AFCRA”)
Board of Directors Meeting
1 State Farm Drive NW, Suite Level, Atlanta, Georgia 30303**

**August 5, 2024
8:30 a.m.**

After providing proper public notice, the City of Atlanta and Fulton County Recreation Authority (“AFCRA”) held a Board of Directors Meeting on Monday, August 5, 2024 at 1 State Farm Drive NW, Suite Level, Atlanta, Georgia 30303.

Board Members:

Present: Chairman, William K Whitner, Esq.
Vice Chairman, Michael Green
Treasurer, Commissioner Bob Ellis
Secretary, Ronald W. Sims, II
Mohamed Balla, Assistant Treasurer
Michelle Falconer
Kellye Terrell
E. Carl Touchstone, Esq.

Absent: Commissioner Marvin S. Arrington, Jr., Esq.
Commissioner Robb Pitts

Quorum Present: Yes

Authority Representatives:

Kerry Stewart, Executive Director
Vivienne Kerr, Executive Assistant
Derrick Cannon, AFCRA Bookkeeper
Douglass Selby, Esq., AFCRA Legal Counsel, Hunton Andrews Kurth LLP
Juan Pittman, Fracas & Associates, AFCRA Financial Advisor
Khamisi Walters, Principal, The Walters Consulting Group

Guests:

Mark Hill, Founder & Design Principal, SHAPE
Michael O’Connor, Deputy Chief of Staff to Fulton County Commission Chairman, Robb Pitts

Proceedings:

Chairman Whitner called the meeting to order at 8:35 a.m.

Executive Director Report

Introduction of New Board Member

Mr. Stewart introduced the City of Atlanta's Chief Financial Officer, Mr. Mohamed Balla, as AFCRA's newest board member. Per AFCRA's by-laws, Mr. Balla can serve as an Assistant Treasurer, but does not have voting powers. Mr. Green made a motion to nominate Mohamed Balla as Assistant Treasurer. Mr. Touchstone seconded the motion. No Abstentions. Motion CARRIED.

Additionally, the board thanked Mr. Touchstone for his service on the board. His term expires September 21, 2024.

Park Improvement Revenue Refunding Bonds Series 2024 Resolution

Mr. Stewart explained that before the board are documents relating to the refunding of the 2014 Park Improvement bonds. The Intergovernmental Agreement was presented to Atlanta City Council for approval. The Bond Pricing Resolution requires board approval, and a tentative date is set for September 11, 2024 . Closing is estimated to be September 26, 2024.

Mr. Touchstone made a motion to approve the Park Improvement Revenue Refunding Bonds Series 2024 Resolution. Ms. Falconer seconded the motion. No Abstentions. Motion CARRIED.

Appointment to SWAC Advisory Board

Mr. Stewart announced his appointment to SWAC Advisory Board.

UNCF Sponsorship/Masked Ball

Mr. Green made a motion to approve a \$20,000.00 donation to UNCF for the 2024 masked ball. Mr. Sims seconded the motion. No Abstentions. Motion CARRIED.

Predevelopment Special Project Fund Discussion

Mr. Stewart explained that the CRSP Committee discussed approving a budget of \$50,000.00 for him to engage in predevelopment projects. This topic will be revisited in future meetings.

Grounds, Facilities and Security Report

John A. White Golf Course Senior Center (JAWGC and Senior Center)Site Construction Plans (FS360)

Mr. Stewart presented FS360's construction budget that totals \$3,215,496.25.

Mr. Green made a motion to make an exception to AFCRA's procurement policy and approve FS360 as the general contractor for the JAWGC and Senior Center site plan, and if vertical construction is expected, a full bid/RFP will be issued. Mr. Touchstone seconded the motion. No Abstentions. Motion CARRIED.

JAWGC and Senior Center Scorecard

Mr. Stewart reported that the courses' rounds of golf are slightly lower than budget, but overall rounds are outpacing the previous year-to-date. Cart fee revenue is over plan for the month of June. Total expenses are above budget by nine percent and most of this comes from the maintenance

department as the course continues to invest in maintaining a great course. The hot temperatures are causing hot spots on the lawn so watering these areas are primary focus to combat the problem

JAWGC continues to receive great reviews on social media platforms and guests alike.

State Farm Arena Update

Capital Improvement Update

The Walters Consulting Group has confirmed the following capital repairs have been completed or pending:

- 1) Main Dishwasher Exhaust Fan and Ductwork Emergency Replacement - Completed
- 2) Main Dishwasher Emergency Replacement - Completed
- 3) Hot Water Boiler Emergency Replacement - Completed
- 4) Cooling Tower Emergency Repair - Completed
- 5) Sapphire Parking Deck Sprinkler Emergency Repair - Completed
- 6) Loading Dock Bollard Emergency Repair – Not Complete
- 7) Back of House Digital Signal Processing (DSP) System Emergency Renovative (Not Complete

Facilities Admissions Charge Calculations

Mr. Stewart presented the calculations as of June 1, 2024 ticket tax revenue. Per the operating agreement funds are placed in the CONRAC, Stabilization, Traffic Management and Pedestrian, Capital Improvement Secondary Reserve funds and any remainder, to AFCRA, respectively.

Statement of Gross Revenues

Mr. Stewart presented Arena Operations' Statement of Gross Revenues as of March 31, 2024, 2024 and their numbers are outstanding, with the debt service ratio at its highest of 12.93.

Zoo Atlanta Update

Special Use Permit for Grant Park Conservancy(GPC) to Renovate the Erskin Fountain Overlook for a 10-Year Term

Grant Park Conservancy wishes to renovate the Erkin Fountain Overlook and has fundraising efforts in place. The Zoo Operating Agreement requires Zoo Atlanta to obtain approval from AFCRA's board before they can sublet or assign the property to a third party. A special use permit is needed for a 10-year term.

Ms. Falconer made a motion to approve a special use permit to allow GPC to renovate the Erskin Fountain Overlook that sits on Zoo Atlanta's property for a 10-year term. Mr. Touchstone seconded the motion. No Abstentions. Motion CARRIED.

MWBE Report

Zoo Atlanta submitted a revised report that reflects all of its vendors. It shows that they are in compliance with the MWBE requirements.

Rollins Animal Health Center Update

The site and landscape are 100 percent complete. Furniture will be moved-in in August with an official opening of September 2024. The project came in under the \$20 million dollar budget.

Community Recreation Special Project Committee (CRSP) Report

2024 Approved Grant Recipients Status Report

Mr. Stewart presented a listing of the 2024 grant recipients and to date, all payments have been made. Blue Diamonds Flag Team and Network on the Green will reapply for grants in 2025, and a response was never received from South Atlanta High School. A total of \$14,000.00 is available to fund other community recreational programs from the community level investment. The following new requests were submitted for consideration and approved by the committee:

- 1) Adamsville Vikings - \$10,000.00 for the purchase of football uniforms
- 2) National Black Golf Hall of Fame (NBGHOF)- \$10,000.00 for Level II Sponsorship at the 38th Anniversary Celebration

Mr. Stewart asked the committee for approval to transfer \$6,000.00 from the board level investment to the community level to cover the shortfall to fund these projects at \$10,000.00 each.

Ms. Terrell made a motion to approve the requests to Adamsville Vikings and the NBGHOF in the amount of \$10,000.00 each and \$6,000.00 be transferred from the board level investment account. Mr. Touchstone seconded the motion. No Abstentions. Motion CARRIED.

Hank Aaron Academy

A motion for approval was made by the committee to donate \$1,000,000.00 to the Hank Aaron Academy. Ms. Falconer seconded the motion. No Abstentions. Motion CARRIED.

Upcoming Events

SWAC 2024 Baseball Tournament

Mr. Stewart presented a spreadsheet reflecting revenue received from this year's tournament and \$10,070.00 will be deposited into the scholarship fund. Once the account has reached \$50,000.00, scholarships will be awarded.

SWAC 2025 Basketball Tournament

Mr. Stewart signed a Memorandum of Understanding (MOA) with SWAC to host the tournament at the Gateway Convention Arena in College Park. Mr. Selby's office is working on the actual contract. The MOA requires a \$400,000.00 contribution from AFCRA and an additional \$100,000.00 for marketing costs. In the event of a shortfall or inability to recoup these funds, it will be considered a donation. The MOA is for a three-year period at a cost of \$500,000.00. An exit clause shall be added in the event of said shortfall. An RFP will be issued this week for a marketing agency.

Ms. Terrell made a motion to approve a contribution of \$400,000.00 to \$500,000.00 and authorizes the Executive Director to continue negotiations with SWAC to host the event for a three-year period and to amend the MOA to incorporate an opt-out clause. Mr. Touchstone seconded the motion. No Abstentions. Motion CARRIED.

Southern Intercollegiate Athletic Conference (SIAC)

Mr. Stewart presented a draft of the MOA between AFCRA and SIAC to host a basketball tournament, Fan Festival and concert at a venue to-be-determined. The agreement proposes a \$400,000.00 contribution from AFCRA. \$100,000.00 of the contribution is for marketing expenses. AFCRA would receive 25-percent of revenue distribution from the sale of Fan Festival tickets and 40-percent share from sponsorship revenue.

Ms. Terrell made a motion to authorize the executive director to enter into an agreement with SIAC with a contribution amount of \$400,000.00 for a three-year period and incorporation of an opt out clause. Mr. Touchstone seconded the motion. No Abstentions. Motion CARRIED.

East Side Golf Event

Mr. Stewart was approached by East Side Golf founding members about a partnership to sell urban golf apparel at the JAWGC pro-shop, and possibly host a tournament in the future. Mr. Stewart agrees to such a partnership.

2024 Grant Recipient Activity Updates/Photos

Mr. Stewart shared photos and video of some of the recreational activities supported by grants from AFCRA.

Executive Session

Mr. Green made a motion to enter executive session for the purpose of discussing real estate. Ms. Falconer seconded the motion. NO Abstentions. Motion CARRIED. Mr. Green made a motion to exit executive session. Ms. Falconer seconded the motion. Motion CARRIED.

Action Taken:

Mr. Ellis made a motion to approve a five-year lease renewal agreement with OutFront Media at the same annual rate. Ms. Falconer seconded the motion. No Abstentions. Motion CARRIED.

Ms. Falconer made a motion to approve a two-year parking management extension with Selig Parking d/b/a AAA Parking Management. Mr. Touchstone seconded the motion. No Abstentions. Motion CARRIED.

Mr. Green made a motion to enter executive session for the purpose of discussing personnel. Mr. Touchstone seconded the motion. Motion CARRIED. Mr. Touchstone made a motion to exit executive session. Ms. Falconer seconded the motion. Motion CARRIED.


Action Taken:

Ms. Falconer made a motion to approve a 20-percent salary increase for the Executive Director with a discretionary bonus of up to 15-percent. Mr. Touchstone seconded the motion. No Abstentions. Motion CARRIED.

Adjournment

There being no further business, the meeting adjourned at 10:16 a.m.

Certified by:


Ronald Sims (Sep 11, 2024 12:54 EDT)

Ronald W. Sims, II – Board Secretary

AFCRA August 5 2024 Board of Directors Meeting Minutes


Final Audit Report


2024-09-11


Created:	2024-09-11
By:	City of Atlanta & Fulton County Recreation Authority (vkerr@afcra.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUJSbTVQf_oUNaCawjBiofJ4btsFv8uUq


"AFCRA August 5 2024 Board of Directors Meeting Minutes" History

 Document created by City of Atlanta & Fulton County Recreation Authority (vkerr@afcra.com)
2024-09-11 - 2:47:43 PM GMT- IP address: 50.204.228.166

 Document emailed to Ronald Sims (sims_ronald@bellsouth.net) for signature
2024-09-11 - 2:47:49 PM GMT

 Email viewed by Ronald Sims (sims_ronald@bellsouth.net)
2024-09-11 - 3:26:18 PM GMT- IP address: 172.225.246.6

 Document e-signed by Ronald Sims (sims_ronald@bellsouth.net)
Signature Date: 2024-09-11 - 4:54:26 PM GMT - Time Source: server- IP address: 174.209.99.105

 Agreement completed.
2024-09-11 - 4:54:26 PM GMT

**The City of Atlanta and Fulton County Recreation Authority (“AFCRA”)
Board of Directors Meeting
1 State Farm Drive NW, Suite Level, Atlanta, Georgia 30303**

**May 23, 2024
8:30 a.m.**

After providing proper public notice, the City of Atlanta and Fulton County Recreation Authority (“AFCRA”) held a Board of Directors Meeting on Thursday, May 23, 2024 at 1 State Farm Drive NW, Suite Level, Atlanta, Georgia 30303.

Board Members:

Present: Chairman, William K Whitner, Esq.
Vice Chairman, Michael Green
Treasurer, Commissioner Bob Ellis
Secretary, Ronald W. Sims, II
Michelle Falconer
Commissioner Robb Pitts
Kellye Terrell
E. Carl Touchstone, Esq.

Absent: Commissioner Marvin S. Arrington, Jr., Esq.

Quorum Present: Yes

Authority Representatives:

Kerry Stewart, Executive Director
Vivienne Kerr, Executive Assistant
Derrick Cannon, AFCRA Bookkeeper
Douglass Selby, Esq., AFCRA Legal Counsel, Hunton Andrews Kurth LLP
Jazmyn Muse, Paralegal, Hunton Andrews Kurth LLP
Juan Pittman, Fracas & Associates, AFCRA Financial Advisor

Guests:

Bruce Gow, Executive Director, Public Finance, FHN Financial Services

Proceedings:

Chairman Whitner called the meeting to order at 8:37 a.m.

Minutes:

Mr. Green made a motion to approve the February 27, 2024 and April 4, 2024 meeting minutes.
Ms. Falconer seconded the motion. NO Abstentions. Motion CARRIED.

Executive Director Report

Approval of JAWGC Project Series 2024 Pricing Resolution

Mr. Stewart introduced Mr. Gow and Mr. Pittman who explained pricing of the \$25 million project bonds for the construction of the JAWGC Senior Center. Mr. Gow explained that the City of Atlanta is responsible for the debt service on the JAWGC Senior Center 2024 Project bonds. The bonds are secured using the city's credit rating and they were issued full faith in credit status. Mr. Pittman added that this is a 25-year bond effective June 6, 2024 with a maturity date of December 1, 2049.

Mr. Pitts raised a question about the county's portion of financing on the project. Mr. Selby explained that the city has a two-thirds undivided interest, and the county has one-third undivided interest as it relates to community projects. He further clarified that AFCRA's bonds are only backed by the city and there is no county ratio. Mr. Pitts stated that the county's role is diminished as the project is within city limits and the county is not participating. Mr. Selby went on to say that the city and AFCRA entered into an Intergovernmental Agreement and the project is based on the city's credit rating. The county can also present this board with funding requests for its recreational projects.

Mr. Green made a motion to approve the Supplemental Pricing Resolution of the City of Atlanta and Fulton County Recreation Authority providing for the approval of the final terms of \$25,000,000.00 in original aggregate principal amount of the City of Atlanta and Fulton County Recreation Authority Revenue Bonds (Multipurpose Golf and Senior Center Project), Series 2024, including principal amounts, interest rates and redemption provisions; authorizing the execution and delivery of a bond purchase agreement; authorizing and ratifying the distribution of a preliminary official statement and execution and delivery of a final official statement; and approving other matters in connection with the foregoing. Mr. Touchstone seconded the motion. NO Abstentions. Motion CARRIED.

AFCRA Sports Programs Marketing RFP

Mr. Stewart requested approval to move forward with publishing a Sports Programs Marketing RFP to help attract sponsors to AFCRA funded sporting events such as the Southwestern Athletic Conference (SWAC) Basketball Championship that will take place in Atlanta, November 22nd and 23rd, 2024 and other future sporting events. Chairman Whitner added that this professional service is needed to help increase presence at events to allow AFCRA a return on its investments. Mr. Pitts asked how shortfalls are remedied. Mr. Stewart stated the funds would be considered a donation.

The RFP will be posted for four weeks and upon completion, the CRSP committee will review and select a marketing firm. The firm's fee will be based on the percentage of revenue received from the event.

Mr. Sims made a motion to approve the publishing of the Sports Programs Marketing RFP. Mr. Touchstone seconded the motion. No Abstentions. Motion CARRIED.

AFCRA 2024 Internship Program

Mr. Stewart presented a budget of \$44,800.00 for the hiring of interns for the summer 2024. There are two returning interns joined by Mr. Winston Vega and Miss Mia Johnson joining the team at JAWGC. Miss Sydney Vance will assist Mr. Stewart on various new projects at AFCRA's office.

Mr. Green made a motion to approve the 2024 internship program budget of \$44,800.00. Ms. Falconer seconded the motion. NO Abstentions. Motion CARRIED.

HBCU All-Stars 2024 Challenge

Mr. Stewart presented HBCU All-Stars' proposal requesting between \$45,000.00 - \$50,000.00 funding for this year's event to be held in November. Mr. Stewart recommends a \$25,000.00 donation.

Ms. Falconer stated the event needs to be publicized more to attract a larger crowd and AFCRA hiring a marketing firm would help. She attended the Arizona Athletic Complex in Phoenix, Arizona that sits on 320 acres and stated that there may be potential for AFCRA to fund such a complex in Atlanta. Chairman Whitner added that getting a commitment of support from the City and County is the issue and currently there is no facility. Mr. Pitts stated there is possibility of more discussion on the matter.

Ms. Terrell made a motion to approve a donation in the amount of \$25,000.00 to the HBCU All-Stars 2024 Challenge. Mr. Touchstone seconded the motion. NO Abstentions. Motion CARRIED.

Grounds, Facilities and Security Report

John A. White Golf Course and Senior Center Update

Mr. Stewart informed the board that construction is set to begin in September/October 2024. It is likely that the professional services fees may increase as the project progresses.

Range and Driving Course Improvements

A budget of \$4,509,909.00 was submitted by Bobby Cupp Inc to upgrade the range and course. Netting costs could drive the price higher. Mr. Stewart explained that an RFP would be issued to complete the upgrades, and they would work with the Architect.

The Dashboard

Mr. Stewart presented JAWGC March financial position report that reflects the course is moving in a positive direction. On March 24th, the course welcomed many new customers who completed 141 rounds of golf. Club revenues are 22 percent above plan.

Due to the weather, some maintenance items had to be rescheduled and there was some minor turf damage; however, operations continue despite the challenges to serve customers.

State Farm Arena Update

2024 Capital Improvement Reimbursement

Arena Operations submitted an invoice for reimbursement of 2024 capital items totaling \$1,202,874.56. The 7th floor meeting area alterations is pending further information, and the trench

drain at Marta Plaza was not approved by AFCRA Capital Improvement Consultant, The Walters Consulting Group, LLC. Potentially, the total of the two projects (\$117,695.00) may be deducted from the original invoice.

Mr. Green made a motion to approve the Arena Operations 2024 Capital Improvement request less the items not approved by the Walters Consulting Group. Mr. Sims seconded the motion. NO Abstentions. Motion CARRIED.

2024 Capital Improvement request to Renovate the Central Plant and Ruby Lot Elevator

Arena Operations submitted a request to conduct the analysis needed to renovate the Central Plant and Ruby lot elevator emergency request. The Walters Consulting Group, LLC has reviewed and approved the renovations at \$451,375.00.

Ms. Falconer made a motion to approve the capital request for the analysis needed for the renovation of the Central Plant and Ruby lot elevator emergency request as reviewed and approved by the Walters Consulting Group. Mr. Touchstone seconded the motion. NO Abstentions. Motion CARRIED.

Statement of Gross Revenues

Mr. Stewart presented Arena Operations' Statement of Gross Revenues as of March 30, 2024 and their numbers are outstanding and the debt service ratio is at its highest of 12.93.

Zoo Atlanta Update

Grant Park Parking Revenue Disbursements

Mr. Stewart presented the distributions made from the Gateway parking deck revenue.

Line of Credit Term Sheet

Zoo Atlanta requests a \$5,000,000.00 Line of Credit to assist with short-term working capital obligations. AFCRA will not be obligated in the repayment of the loan. The loan is unsecured.

Mr. Green made a motion to approve Zoo Atlanta to enter into an agreement to secure a line of credit in the amount of \$5,000,000.00. Ms. Terrell seconded the motion. No Abstentions. Motion CARRIED.

Quarterly Meeting Review

Mr. Stewart met with Mr. Burgess, VP Operations, Zoo Atlanta and was informed that attendance was up four percent, more trash cans were added to the Cherokee lot, an animal trespass bill was passed that prosecutes those who enter animal habitats, the animal clinic is near completion, and the master plan to construct a new entrance at Boulevard has been changed and the capital funds will be used for internal exhibits. Mr. Burgess is asking for Zoo officials to reconsider moving the entrance at Boulevard and use the Cherokee lot for parking buses. The move would increase revenue at the Gateway parking deck to help pay off the bond.

MWBE Performance Report 2023

The yearly spend on MWBE for the year ended 2023 was 25 percent which is down five percent of the requirement.

EV Station Markup

Mr. Stewart reported that the installation of the charging stations in the Cherokee lot are near completion. Georgia Power has been out the premises to connect power.

Fanplex – Ground Force Landscape Rate Adjustment

Mr. Stewart informed the board that he reduced Ground Force's proposed rates for 2024 due to the substantial increase from last year.

AFCRA Parking Lot Update

Grey Lot and Gateway Parking Deck

Grady Hospital inquired about using the Grey lot and Gateway deck for staff parking temporarily while their decks are being renovated. Confirmation is pending.

Red Lot

Mr. Stewart received complaints about large presence of trash on the lot, particularly on the weekends, from patrons of the Believe club. He had the current sweeper to collect and properly dispose of the trash. The city containers were replaced with receptacles that are lighter in weight and easier for the crew to lift. Along with the Grey lot, the Red lot will be canvassed, and trash collected on a weekly basis.

Community Recreation Special Project Committee (CRSP) Report

Mr. Stewart gave an update on grant funds available.

Community Build Ventures (CBV) Reimbursement of Expenses for Year-End Celebration

Mr. Stewart denied CBV's request for \$5,000.00 celebration expenditure from the Stadium Neighborhood Community Trust Fund as it did not fall within the parameters of the resolution approved by the Atlanta City Council. He asked the Grant Administrator, Natasha Harrison, to reach out to the Community Development/Human Services Committee to request an amendment to the resolution authorizing the original grant payments. Councilman Jason Winston approached Mr. Stewart and explained how the process to present and have approved by city council may be cumbersome. Mr. Stewart offered to present the matter to AFCRA's CRSP Committee and Board for discussion/approval.

Ms. Falconer made a motion to authorize the payment of \$5,000.00 to CBV for reimbursement on the year-end celebration expenses from the board funding accounting. Mr. Green seconded the motion. 1 – Abstention (Mr. Pitts) Motion CARRIED.

National Organization of Black County Officials (NOBCO)

NOBCO presented Mr. Stewart with a sponsorship proposal for its conference being held June 5 – 9, 2024 at the Grand Hyatt Buckhead, Atlanta, Georgia. The CRSP Committee approved sponsorship at the \$10,000.00 level.

Mr. Pitts and Mr. Ellis expressed concern about the donation not having a recreational component attached to it. Mr. Stewart explained that the nature of the conference is tied to economic development; thereby promoting tourism as described in AFCRA's charter.

Mr. Green made a motion to approve NOBCO's request for the \$10,000.00 sponsorship level to be paid from the project coverage fund. Mr. Touchstone seconded the motion. The votes were as follows:

Yea – Ronald Sims, Mike Green and Carl Touchstone

Nay – Michelle Falconer, Kellye Terrell, Robb Pitts

Motion FAILED.

EA Ventures Quote for AFCRA Grant Interviews and Social Media Management

Lamont Franklin submitted a Social Media Management proposal with the following fees:

- Social Media Management at a monthly fee of \$1,500.00
- Content Creation at \$1,000.00 per incidence
- Interview Services at \$500.00 per interview

Mr. Green made motion to approve EA Ventures' proposal at the rates presented. Mr. Touchstone seconded the motion. NO Abstentions. Motion CARRIED.

Executive Session

Mr. Touchstone made a motion to enter executive session for the purpose of discussing real estate. Ms. Falconer seconded the motion. NO Abstentions. Motion CARRIED.

Mr. Touchstone made a motion to exit executive session. Mr. Green seconded the motion. NO Abstentions. Motion CARRIED.

Action Taken:

Mr. Touchstone made a motion to authorize Mr. Stewart to accept the middle bid of the appraisals received for the purchase of the Media lot. Mr. Sims seconded the motion. NO Abstentions. Motion CARRIED.

Adjournment

There being no further business, the meeting adjourned at 10:32 a.m.

Certified by: 
Ronald W. Sims, II, Secretary
Ronald W. Sims, II, Secretary






AFCRA May 23, 2024 Board of Directors Meeting Minutes

Final Audit Report

2024-09-11

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